

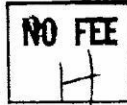
4/18/74

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RECORDED IN OFFICIAL RECORDS

JUN 11 1975 AT 2 P.M.

WHEN RECORDED MAIL TO
CITY CLERK, CITY HALL
REDLANDS, CALIF. 92373



V. DENNIS WARDLE
CLERK-RECORDER
SAN BERNARDINO COUNTY, CALIF.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of May 1, 1974, by and between the REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS (the "Agency"), a public body corporate and politic organized and existing under the laws of the State of California, and the CITY OF REDLANDS (the "City"), a municipal corporation duly organized and existing under the laws of the State of California.

RECITALS

1. The Agency is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California).
2. A redevelopment plan for a redevelopment project known and designated as "Redlands Redevelopment Project" has been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said plan have been duly complied with.
3. In accordance with said redevelopment plan, the Agency proposes to acquire and clear certain parcels of land (the "Site", described in Exhibit A attached hereto and by this reference incorporated herein) and to construct a parking facility together with related public improvements (the "Facility") thereon, and to lease the Site and the Facility (referred to herein collectively as the "Leased Premises") to the City.
4. The Agency and the Redlands City Council have determined by resolution pursuant to Section 33445 of the Health and Safety Code of the State of California that the Leased Premises are of benefit to the Redevelopment Project area.

AGREEMENT

Section 1. Lease.

The City leases from the Agency and the Agency demises and leases unto the City, the Leased Premises.

The City and the Agency may make from time to time such modifications, alterations, amendments, or additions to, or deletions from the Site as they may mutually agree to be necessary or desirable to facilitate the use and development of portions of the Site, including air rights, as contemplated by the redevelopment plan referred to in the recitals hereof. Provided, however, no such modification, alteration, amendment, addition or deletion shall be agreed to (i) which would cause the fair rental value of the Leased Premises to fall below the rate of Base Rental payable pursuant to this Lease or (ii) which would substantially impair the use of the Leased Premises for parking purposes as contemplated by this Lease and by said redevelopment plan. The parties hereby recognize that the sites to be acquired and cleared pursuant to this Lease represent approximately 35 per cent of the parking area to be furnished in a planned shopping area to be bounded by Redlands Boulevard on the north, Orange Street on the east, Citrus Avenue on the south and Eureka Street on the west. A proposed disposition agreement between the Agency and a developer for the proposed shopping center contemplates that approximately 780 surface parking spaces will be provided. However, because of the grade of the proposed area, it is recognized that approximately 520 parking spaces will be situated at grade but below a portion of the shopping center development. Therefore, the parties recognize that, subject to the restrictions noted above, it may be necessary to amend this Lease by severing from the Site such air rights as are appropriate to the development of the shopping center and by providing for easements of support and other appurtenant rights as may be desirable to facilitate the use and development of those air rights consistent with the redevelopment plan and the disposition agreement.

Section 2. Issuance and Sale of Bonds.

The Agency agrees that, as promptly as feasible, it will issue and sell revenue bonds in a principal amount which, together with any other available funds of the Agency, is estimated to be sufficient to

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acquire and clear the Site; construct the Facility; and pay other costs and expenses in connection with such acquisition and construction including the establishment of such reserve funds as may be necessary or desirable to provide for the security of the bonds. The first series of said bonds shall be for acquisition and preparation of the Site and related costs and expenses, and a subsequent series of bonds shall be for construction of the Facility and related costs and expenses. The first series of said bonds shall be issued pursuant to that certain Resolution entitled "Resolution of the Redevelopment Agency of the City of Redlands Authorizing the Issuance of \$2,440,000 Principal Amount of Lease Revenue Bonds of Said Agency to Finance a Portion of the Cost of a Redevelopment Project Known as the Redlands Redevelopment Project" (the "Resolution") attached hereto as Exhibit B.

Section 3. Acquisition of Site and Construction of Facilities.

With the proceeds of the revenue bonds and any other available funds, the Agency shall promptly acquire the Site and cause the construction of the Facility, the plans and specifications for which are or will be, on file in the office of the City Clerk of the City and which will be approved by the City Council prior to the commencement of construction of said Facility.

Section 4. Term, Rentals.

(a) *Term.* The term of this Lease Agreement shall commence on the later of (i) February 15, 1978, or (ii) the date that written notice is given by the Agency to the City that the Leased Premises or any portion thereof are available for use by the City for parking purposes but in no event later than four years from the date hereof, plus any extension of completion date provided under any construction contract or contracts for the Facility, but in no event shall such extensions exceed two years. This Lease Agreement shall terminate on the earlier of (i) May 1, 2009, or (ii) upon the payment of all principal of and interest on, together with any premiums on, any revenue bonds issued pursuant to Section 2 hereof so that any and all security devices executed in connection with such bonds have been discharged; provided, that this Lease Agreement may be earlier terminated pursuant to Sections 9, 12 or 19 hereof.

(b) *Base Rental.* The City agrees to pay to the Agency in advance for each fiscal year rent at the rate of ~~\$230,000~~ per annum payable in equal semi-annual installments on each August 15 and February 15. In the event that the liability of the City for rent at said annual rate does not commence on August 15 of any year, the rent to be paid for any remaining portion of the fiscal year in which such liability commences shall be prorated and shall be paid within 30 days following commencement of such liability, but in no event later than the next succeeding June 30. During the remainder of the term of this Lease Agreement, said rental shall be paid as in this Section first provided for the use of the Leased Premises during each of the succeeding fiscal years. In the event that less than all of the Leased Premises are initially made available for use, the Base Rental shall be prorated in a manner so as to reflect the fair rental value of that portion of the Leased Premises then available.

(c) *Additional Rental.* In addition to the Base Rental hereinabove set forth, and as a part of the total rent during each fiscal year during the term of this Lease Agreement, the City shall pay to the Agency an amount or amounts (hereinafter called "Additional Rental"), for the fiscal year of the City to which the following items apply or relate, equivalent to the sum of the following:

(i) All taxes and assessments of any nature whatsoever, including, but not limited to, excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Leased Premises or upon the Agency's interest therein or upon the Agency's operation thereof or the Agency's rental income derived therefrom.

(ii) All expenses (not otherwise paid or provided for out of the proceeds of the sale of bonds of the Agency) incidental to the issuance of the bonds and all administrative costs of the Agency related to the Leased Premises or required to be paid by the Agency in order to comply with the terms of the bonds or of the Resolution.

(iii) Insurance premiums, if any, on all insurance required or permitted under the provisions of Section 8 hereof.

(iv) All costs and expenses which the Agency may incur in consequence of or because of any default by the City under this Lease Agreement, including reasonable attorneys' fees and costs of any suit or action at law to enforce the terms and conditions of this Lease Agreement.

The Additional Rental payable hereunder shall be paid by the City within 10 days after notice in writing from the Agency to the City stating the amount of Additional Rental then due and payable and the purpose thereof. Nothing herein contained shall prevent the City from making contributions or advances to the Agency from time to time for any purpose now or hereafter authorized by law.

(d) *Consideration.* The payments of Base Rental and Additional Rental hereunder shall constitute the total rental to be paid by the City for the use and occupancy of the Leased Premises from year to year. The parties hereto have agreed and determined that such total rental represents the fair rental value of the Leased Premises. In making such determination, consideration has been given to the costs of acquisition, preparation and financing the construction of the Leased Premises, the uses and purposes which will be served by the Leased Premises and the benefits therefrom which will accrue to the City and the general public by reason of the Leased Premises. Said total rental shall be paid for and in consideration of the right of use and occupancy of the Leased Premises from year to year during the term of this Lease Agreement.

(e) *Budget.* The City hereby covenants to take such action as is necessary under the laws applicable to the City to include in its budget and maintain funds sufficient to discharge its obligation to meet all rental payments due hereunder in each fiscal year.

(f) *Payment.* Each Base Rental payment and each Additional Rental payment shall be made in lawful money of the United States of America, by warrant or check drawn against funds of the City, at the office of the Treasurer of the Agency in Redlands, California, or at such other place or places as may be set forth in the Resolution. Each Base Rental payment and each Additional Rental payment which is not made when due shall bear interest at the rate of seven percent (7%) per annum from the date on which the Base Rental payment or Additional Rental payment, as the case may be, became due until the same is paid. Notwithstanding any dispute between Agency and the City hereunder, the City shall make all rental payments when due and shall not withhold any rental payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for said rental payments or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent rental payments due hereunder.

(g) *Credit on Base Rental.* There shall be credited against Base Rental any amount to be so credited under the terms of the Resolution.

(h) *Payment of Bonds.* Upon payment of all principal of and interest on, together with any premiums on, any revenue bonds issued pursuant to the Resolution referred to in Section 2 hereof so that any and all security devices executed in connection with such bonds have been discharged, title to the Leased Premises shall vest in the City.

Section 5. Maintenance, Operation, Encumbrances.

Except for repair or restoration of the Leased Premises by the Agency pursuant to subsection (a) of Section 9 hereof, the City shall at its own expense maintain, during the term of this Lease Agreement, the Leased Premises in good order, condition and repair and shall pay all costs and expenses of operating the same as a public parking facility, it being understood and agreed that the Agency is only obligated to acquire, construct and lease the Leased Premises as expressly provided herein and has no obligation to pay any cost or expense of any kind related to the management, operation or maintenance of the Leased Premises during the term of this Lease Agreement. The City shall keep the Leased Premises free and clear of all liens and encumbrances, except those caused or consented to by the Agency. The Agency covenants that it shall hold fee title to the Leased Premises, subject to such conditions, reservations, exceptions and rights of way of record as do not substantially interfere with the use of the Leased Premises by the City for public parking purposes.

Section 6. Non-Discrimination.

The City herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, and this Lease Agreement is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, race, color, creed, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Leased Premises nor shall the City itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Leased Premises.

Section 7. Additions and Improvements.

The City (and any sublessee or permittee of City under Section 11 hereof) shall have the right during the term of this Lease Agreement, at its own expense, to make or permit to be made any additions or improvements to the Leased Premises which do not impair the use thereof for public parking purposes, to attach fixtures, structures or signs thereto, and to place any personal property on or in the Leased Premises. Title to all such personal property or to fixtures which may be removed without damage to the Leased Premises shall remain in the City or in such other person as may be legally entitled thereto.

Section 8. Insurance.

The Agency shall, during the term of this Lease Agreement, keep or cause to be kept a policy or policies of insurance against loss or damage to the Leased Premises and appurtenances and permanent equipment, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion and such perils ordinarily defined as "extended coverage" and earthquake and other perils as the Agency and the City may agree should be insured against, on forms and in amounts satisfactory to each. The City and the Agency, as the case may be, shall be named as additional insured under such policies of insurance as may be required by the contract for the construction of the Facility. Nothing herein shall be construed to require the Agency to carry insurance with respect to equipment or fixtures of the Leased Premises not provided by the Agency pursuant to the plans and specifications.

During the term of this Lease Agreement, the Agency shall keep or cause to be kept public liability and property damage policies protecting both the Agency and the City on forms and in amounts satisfactory to each.

The Agency may also carry or cause to be carried such other insurance as is required by the Resolution or by the City.

All premiums and charges due and payable by the Agency for all of the aforesaid insurance shall be paid by the City in accordance with the provisions of Section 4 hereof.

At the option of the City any insurance required by the Agency hereunder may be provided by the City.

Notwithstanding the generality of the foregoing, the Agency shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers on the open market or more insurance than is specifically referred to above.

Section 9. Damage by Fire, Earthquake or Other Casualty.

It is expressly understood and agreed that the rentals hereunder shall become due only in consideration of the right to occupy and use the Leased Premises from year to year, and except as herein provided, it is the responsibility of the Agency to provide such right at all times.

In the event of destruction or damage to the Leased Premises by fire or earthquake or other casualty or event so that they become wholly or partly unusable, the Agency, at its option, may do either of the following:

(a) Rebuild and repair the Leased Premises (or any equivalent facility as a replacement thereof in the case of destruction) so that they shall be restored to use, in which case this Lease Agreement shall remain in full force and effect. Any excess of insurance proceeds resulting from such destruction or damage (other than business [rent] interruption insurance) over the amount expended for such repairing or rebuilding, shall be paid to the City, or

(b) Declare this Lease Agreement terminated and use any money collected from insurance against the destruction of or damage to the Leased Premises to the extent necessary to retire any outstanding securities or other debts or liabilities of the Agency; provided, that if the Leased Premises can be repaired or rebuilt within the period for which the Agency has insurance against business (rent) interruption, and if the Agency shall have sufficient funds from the proceeds of insurance or otherwise for the necessary repairing or rebuilding, the Agency shall not proceed under this option without the City's consent.

During such time as the Leased Premises are unusable, rent shall cease. No further rental payments shall accrue until the Leased Premises are again ready for occupancy and rental payments already made, if any, shall be equitably abated and adjusted accordingly. In the event of partial damage to, or destruction of, the Leased Premises, so as to render a portion thereof unusable by the City, such rental payments (including those already made, if any) shall during the period of the partial unusability of the Leased Premises be in an amount that represents the fair market rental value of the remainder of the Leased Premises usable by the City.

Section 10. City's Obligation to Operate.

The City shall be obligated to use and operate the Leased Premises so as to afford to the public the benefits contemplated by this Lease Agreement and to permit the Agency to carry out its covenants to its bondholders.

Section 11. Assignment and Sublease.

Neither this Lease Agreement nor any interest of the City herein shall, at any time after the date hereof, without the prior written consent of the Agency, be mortgaged, pledged, assigned or transferred by the City by voluntary act or otherwise, except as specifically provided herein. The City shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or subletting which may be made. The City shall have the right to sublease or permit the use by others of all or any part of the Leased Premises for public parking purposes or to facilitate the use and development of the Leased Premises for public parking purposes, but nothing herein contained shall be construed to relieve the City from its obligation to pay rentals as provided in this Lease Agreement or relieve the City from any other obligations contained herein. The Agency may issue its revenue bonds as contemplated by Section 2 hereof, may pledge to the payment of said bonds and the interest thereon all or any portion of the rentals to be received hereunder, and may make all necessary covenants for the protection and security of the bondholders.

Section 12. Eminent Domain.

If the whole of the Leased Premises, or so much thereof as to render the remainder unusable for public parking purposes, shall be taken under the power of eminent domain or sold to any governmental agency threatening to exercise the power of eminent domain, this Lease Agreement shall terminate. If less than the whole of the Leased Premises shall be so taken or sold and the remainder is usable for public parking purposes, this Lease Agreement shall continue in full force and effect as to such remainder and the parties waive the benefit of any law to the contrary. In such event, rental shall be abated in the same manner as it shall be abated under the last paragraph of Section 9 hereof, such determination being made as of the date following the date of such taking or sale.

Any award made in eminent domain proceedings for the taking or damaging of the Leased Premises in whole or in part, or any proceeds received from the sale thereof shall be paid to the Agency for the direct benefit of the holders of the outstanding revenue bonds of the Agency and shall be used as provided in the Resolution.

Section 13. Right of Entry.

The Agency and its designated representatives shall have the right to enter upon the Leased Premises during reasonable business hours (and in emergencies at all times) (i) to inspect the same, (ii) for any purpose connected with the Agency's rights or obligations under this Lease Agreement and (iii) for any other lawful purpose.

Section 14. Liens.

The City agrees to pay, when due, all sums of money that may become due for, or purporting to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for the City in, upon or about the Leased Premises and which may be secured by mechanics', materialmen's or other liens against the Leased Premises, or the Agency's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligations secured by any such lien matures or becomes due. If the City desires to contest any such lien it may do so, but notwithstanding any such contest, if any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, then and in any such event the City shall forthwith pay and discharge said judgment.

Section 15. Taxes.

The parties understand that the Leased Premises constitute public property free and exempt from all taxation; however, the Agency, upon written request by the City, agrees to take whatever steps may be necessary to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The City agrees to reimburse the Agency for any and all costs and expenses thus incurred by the Agency.

Section 16. Quiet Enjoyment.

The parties hereto mutually covenant and agree that the City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term, peaceably and quietly have, hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Agency.

Section 17. Law Governing.

This Lease Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California, subject to any waivers, exclusions and provisions herein contained.

Section 18. Waiver.

The waiver by the Agency of any breach by the City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 19. Default by the City.

If (a) the City shall fail to pay any rental payable hereunder within 15 days from the last date such rental is payable, or (b) the City shall fail to observe or perform any other terms, covenants or conditions contained herein for a period of 25 days after written notice thereof from the Agency to the City, or (c) the City shall abandon or vacate the Leased Premises, or (d) the City's interest in this Lease Agreement or any part thereof shall be assigned or transferred without the written consent of the Agency, either voluntarily or by operation of law, except as permitted hereunder, or (e) the City shall file any petition or institute any proceedings wherein the City seeks to be adjudicated a bankrupt, or to be discharged from any or all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or seeks a reorganization or a readjustment of the City's debts, or for any other similar relief, then and in any of such events, the City shall be deemed to be in default hereunder.

If the City shall, after notice of such default, fail to remedy or commence the correction thereof with all reasonable dispatch, in not exceeding 30 days, then the Agency shall have the right, at its option, without any further demand or notice (i) to terminate this Lease Agreement, if such termination is then permitted under the provisions of the Resolution and to re-enter the Leased Premises and eject all parties in possession therefrom or (ii) to re-enter the Leased Premises and eject all parties therefrom and, without terminating this Lease Agreement, re-let the Leased Premises, or any part thereof, as the agent and for the account of the City upon such terms and conditions as the Agency may deem advisable, in which event the rents received on such re-letting shall be applied first to the expenses of re-letting and collection, including any necessary renovation and alteration of the Leased Premises, reasonable attorneys' fees, and any real estate commissions actually paid, and thereafter toward payment of all sums due or to become due to the Agency hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges the City shall pay to the Agency annually any cumulative net deficiency existing on the date when rentals are due hereunder.

The foregoing remedies of Agency are in addition to and not exclusive of any other remedy of Agency, including, but not limited to, the right to recover rent as it becomes due pursuant to Section 4 hereof, without terminating this Lease Agreement or the City's right to possession of the Leased Premises.

Section 20. Net-Net Lease.

This Lease Agreement shall be deemed and construed to be a "net-net lease" and the City hereby agrees that the rentals provided for herein shall be an absolute net return to the Agency, free and clear of any expenses, charges or setoffs whatsoever.

Section 21. Execution.

This Lease Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease Agreement, and it is also understood and agreed that separate counterparts of this Lease Agreement may be separately executed by the Agency and the City, all with the same full force and effect as though the same counterpart had been executed simultaneously by both the Agency and the City.

Section 22. Notices.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City — City Hall, 30 Cajon Street, Redlands, California 92373. Attention: City Manager

Agency — Agency Office, 30 Cajon Street, Redlands, California 92373. Attention: Secretary

Section 23. Validity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Lease Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

If for any reason this Lease Agreement shall be held by a court of competent jurisdiction void, voidable or unenforceable by the Agency or by the City, or if for any reason it is held by such a court that the covenants and conditions of the City hereunder, including the covenant to pay rent hereunder, is unenforceable for the full term hereunder, then and in such event for and in consideration of the right of the City to possess, occupy and use the Leased Premises, which right in such event is hereby granted, this Lease Agreement shall thereupon become, and shall be deemed to be, a lease from year to year under which the annual rentals herein specified will be paid by the City.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

REDEVELOPMENT AGENCY OF THE
CITY OF REDLANDS

By *Joseph B. Cummings*
Chairman

Attest:

Peggy A. Moseley
Secretary

(SEAL)

SEAL

CITY OF REDLANDS

By *Joseph B. Cummings*
Mayor

Attest:

SEAL

Peggy A. Moseley
City Clerk

(SEAL)

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STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } ss.

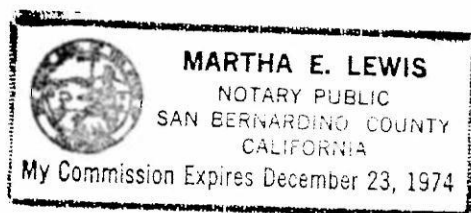
On this 11th day of June, in the year 1974, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared, Jack B. Cummings, known to me to be the Mayor, and Peggy A. Moseley, known to me to be the City Clerk, respectively, of the City of Redlands, a municipal corporation of the State of California, that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said municipal corporation therein named, and acknowledged to me that such municipal corporation executed the within instrument pursuant to a resolution of the Mayor and City Council of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year in this certificate first above written.

Martha E. Lewis
Martha E. Lewis

Notary Public
State of California

(SEAL)



STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } ss.

On this 11th day of June, in the year 1974, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared, Jack B. Cummings, known to me to be the Chairman of the Redevelopment Agency of the City of Redlands and Peggy A. Moseley, known to me to be the Secretary of said Agency, a public body corporate and politic that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said public body, therein named, and acknowledged to me that such public body executed the within instrument pursuant to a resolution of said Agency.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year in this certificate first above written.

Martha E. Lewis
Martha E. Lewis

Notary Public
State of California

(SEAL)

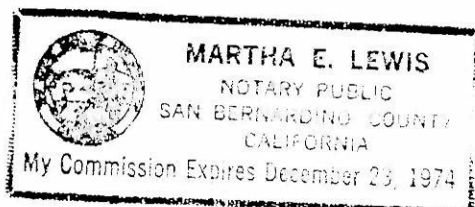


EXHIBIT A

That portion of Record of Survey as recorded in Book 29 of Records of Survey, Page 61 in the Office of the County Recorder, County of San Bernardino, State of California, described as follows:

Beginning at the intersection of the centerline of North Eureka Street with the centerline of Redlands Boulevard as said centerlines are shown on said Record of Survey; thence N 89° 59' 05" E along said centerline of Redlands Boulevard 56.97 feet; thence S 0° 00' 55" E, 42.00 feet to a point on the South line of said Redlands Boulevard, last said point being the True Point of Beginning; thence N 89° 59' 05" E along said South line of Redlands Boulevard, 852.05 feet to the beginning of a curve concave southwesterly and having a radius of 13.00 feet; thence easterly and southerly along said curve through a central angle of 89° 59' 55", 20.42 feet to a point of tangency with a line parallel with and 44.00 feet West of the centerline of Orange Street as last said centerline is shown on said Record of Survey; thence S 0° 01' 00" E along last said parallel line 519.34 feet to the beginning of a curve concave northwesterly and having a radius of 13.00 feet; thence southerly and westerly along said curve through a central angle of 89° 59' 38", 20.42 feet to a point of tangency with a line parallel with and 40.00 feet north of the centerline of Citrus Avenue as last said centerline is shown on said Record of Survey; ■ thence S. 89° 58' 38" W along last said parallel line, 661.96 feet to the beginning of a curve concave southeasterly and having a radius of 338.81 feet; thence westerly and southerly along last said curve through a central angle of 24° 44' 32", 146.31 feet to the beginning of a reverse curve concave northerly and having a radius of 17.00 feet; thence westerly and northerly along last said curve through a central angle of 80° 50' 26", 23.99 feet to a point of tangency; thence N 33° 55' 28" W, 36.72 feet to the beginning of a curve concave northeasterly and having a radius of 140.00 feet; thence westerly and northerly along last said curve through a central angle of 33° 56' 16", 82.93 feet to a point of tangency with a line parallel with and 40.00 feet east of said centerline of North Eureka Street; thence N 0° 00' 48" E along last said parallel line 444.94 feet to the beginning of a curve concave southeasterly and having a radius of 17.00 feet; thence northerly and easterly along last said curve through a central angle of 89° 58' 17", 26.70 feet to the True Point of Beginning.

Excepting therefrom that portion described as follows:

Beginning at said intersection of the centerline of North Eureka Street with the centerline of Redlands Boulevard; thence East along said centerline of Redlands Boulevard, 90.33 feet; thence South measured at right angles to said centerline of Redlands Boulevard to its intersection with a line parallel with and 148.67 feet south of said centerline of Redlands Boulevard; thence East along last said parallel line 612 feet more or less; thence South perpendicular to last said parallel line, 66.95 feet; thence southeasterly through an angle of 30° to the left measured from the southerly prolongation of last said perpendicular line, 78.00 feet; thence south perpendicular to said centerline of Redlands Boulevard through an angle of 30° to the right measured from the southeasterly prolongation of last said course, 214.66 feet; thence west at right angles to last said perpendicular line, 170.00 feet; thence north at right angles to last said course, 17.83 feet; thence west at right angles to last said course, 481.00 feet; thence north at right angles to last said course, 331.33 feet to the True Point of Beginning.

Also excepting therefrom that portion described as follows:

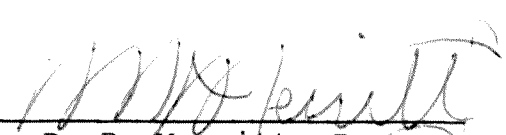
Beginning at the intersection of the centerline of Orange Street with said centerline of Redlands Boulevard; thence west along said centerline of Redlands Boulevard, 216.00 feet; thence south at right angles to said centerline of Redlands Boulevard, 42.00 feet to the intersection with the south line of said Redlands Boulevard to the True Point of Beginning; thence east along last said South line, 159 feet to the beginning of curve concave southwesterly and having a radius of 13.00 feet; thence easterly and southerly along said curve through a central angle of 89° 59' 55", 20.42 feet to a point of tangency with a line parallel with and 44.00 feet west of said centerline of Orange Street; thence south along last said parallel line, 77.00 feet; thence west along a line parallel with and 90.00 feet south of said south line of Redlands Boulevard, 172.00 feet; thence north at right angles to last said parallel line to the True Point of Beginning.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Lease Agreement dated May 1, 1974, between Redevelopment Agency of the City of Redlands and the City of Redlands, a municipal corporation duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Agency pursuant to authority conferred by order of the Members of the Agency adopted on June 11, 1974, and the Grantee consents to recordation thereof by the duly authorized officer.

Dated: June 11, 1975.

BY


R. P. Merritt, Jr.
Acting Executive Director