



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

Recording requested by
and when recorded mail to:

City Clerk
City of Redlands
P. O. Box 3005
Redlands, CA 92373

Doc#: **2003-0778206**



Titles: 1 Pages: 11

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

LEASE AGREEMENT

**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

This Lease is effective this October 7, 2003, by and between the City of Redlands, a municipal corporation ("Landlord"), and Thomas Soffel d.b.a. Soffel Christmas Trees ("Tenant").

Landlord, for the purpose of enhancing City owned property and keeping it productive and in an agricultural use and in consideration of the rent to be paid by Tenant and the covenants to be kept and performed by Tenant under this Lease, hereby leases to Tenant, and Tenant, in consideration of the covenants to be kept and performed by Landlord under this Lease, hereby leases from Landlord, the real property together with any improvements in Redlands, California, known as 1500 E. San Bernardino Avenue, Redlands, California, Assessor Parcel Nos. 168-121-03 and 168-121-04 as depicted on the map and legal description attached hereto as Exhibit "A" (the "Premises").

ARTICLE 1. TERM OF LEASE

Section 1.01. Original Term. This Lease shall be for a term of October 7, 2003 to December 31, 2003.

Section 1.02. Option to Lease APN 168-121-03. Tenant and Landlord agree that Tenant shall have a non-exclusive option to request that City enter into a new lease with Tenant for a one year term commencing January 2, 2004 for Assessor Parcel No. 168-121-03 only. Tenant may exercise this option by providing written notice to Landlord not earlier than 15 days and no later than 10 days prior to expiration of this Lease Agreement that Tenant wishes to farm Assessor Parcel No. 168-121-03. If the option request is accepted by the City, the Parties will enter into a new lease with new terms and conditions for this new Lease Agreement.

Section 1.03. Early Termination. Notwithstanding the terms of this lease, Landlord may in

its sole discretion and without cause terminate this Lease at any time upon giving sixty (60) days prior written notice to the Tenant.

ARTICLE 2. NOMINAL RENT

Section 2.01. Rent. Tenant shall pay to Landlord \$1,000 as rent for the Premises which is due and payable on the date the City executes the Lease as set forth herein or by October 8, 2003, whichever event occurs earlier. The Rent shall be paid at the office of Landlord at 35 Cajon, Suite 200, Redlands, California.

ARTICLE 3. USE OF PREMISES

Section 3.01. Permitted Use. During the term of this Lease, the Premises shall be used solely for the growing and cultivating of Christmas and/or Pomegranate trees and all attendant activities for such agricultural use. Tenant shall not use or permit the Premises to be used for any purpose, without the prior written consent of Landlord. Further, Tenant shall not use or permit the Premises, or any part thereof, for the storage of hazardous or toxic chemicals or substances, or for any similar purpose.

Section 3.02. Insurance. Prior to, and as an express condition of its occupancy of the Premises, Tenant shall obtain a policy of liability insurance pertaining to its activities on the Premises, with policy limits in the amount of \$1,000,000. A copy of the policy of insurance shall be provided to Landlord by Tenant prior to Tenant's occupancy of the Premises. The insurance policy shall name Landlord as an additional insured, and Tenant's insurance shall be primary with respect to any liability insurance or "self-insurance" of Landlord. The insurance shall not be canceled or modified during the term of this Lease without forty-five (45) days prior written notice to Landlord.

Section 3.03. Waste or Nuisance. Tenant shall not commit any waste or nuisance on the Premises other than that which is normally generated by the agricultural use allowed herein. Tenant shall not maintain, commit or permit the maintenance or commission of any waste or nuisance on the Premises and Tenant shall not use or permit the use of the Premises for any unlawful purpose.

Section 3.04. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, whether federal, state, county or municipal, relating to Tenant's use and occupancy of the Premises

whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any such statute, ordinance, regulation or requirement shall be conclusive as between Landlord and Tenant and shall constitute grounds for termination of this Lease by Landlord.

ARTICLE 4. UTILITIES

Section 4.01. Tenant's Obligations. Tenant shall pay, and hold Landlord free and harmless from, all charges for utilities to the Premises including but not necessarily limited to water, electricity, gas, solid waste, telephone and security. Tenant shall pay these utilities directly to provider of the service, and shall make payment as the charges become due and payable and in any event, before delinquency.

ARTICLE 5. ALTERATIONS AND REPAIRS

Section 5.01. Condition of Premises. Tenant accepts the Premises, as well as the improvements located on the Premises, in their present condition and stipulates with Landlord that the Premises and improvements are in good, clean, safe and tenantable condition as of the date of this Lease. Tenant further agrees with and represents to Landlord that the Premises have been inspected by Tenant, that it has received assurances acceptable to Tenant by means independent of Landlord, or any agent of Landlord, of the truth of all facts material to this Lease, and that the Premises are being leased by Tenant as a result of its own inspection and investigation and not as a result of any representations made by Landlord or any agent of Landlord except those expressly set forth in this Lease.

Section 5.02. Maintenance by Tenant. Tenant shall at its own cost and expense provide all routine maintenance for all portions of the Premises and shall keep all portions of the Premises and all improvements located on the Premises in good order and repair and in as safe and clean a condition as they were when received by Tenant from Landlord, reasonable wear and tear excepted; provided, however, that tenant shall not undertake any repairs other than general maintenance, cleaning and painting without prior written notice to, and the prior written consent of, Landlord.

Section 5.03. Alterations and Liens. Tenant shall not make or permit any other person to make, any significant, structural alterations to the Premises or to any improvements on the Premises without the prior written consent of Landlord. Tenant shall keep the Premises free and clear from

any and all liens, claims and demands for work performed, materials furnished or operations conducted on the Premises. Furthermore, any and all alterations, additions, improvements and fixtures, except furniture and trade fixtures, made or placed in or on the Premises by Tenant or any other person shall, on expiration or earlier termination of this Lease, become the property of Landlord and remain on the Premises.

Section 5.04. Inspection by Landlord. Tenant shall permit Landlord and Landlord's agents, representatives and employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Tenant is complying with the terms of this Lease, for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Premises, or for the purpose of performing Landlord's duties under this Lease.

Section 5.05. Surrender of Premises. On expiration or earlier termination of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as they are now at the date of this Lease, excluding reasonable wear and tear.

ARTICLE 6. DEFAULT, ASSIGNMENT, AND TERMINATION

Section 6.01. Restriction Against Subletting or Assignment. Tenant shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises without first obtaining the express prior written consent of Landlord. Tenant shall not sublet the Premises or any part of the Premises or allow any other person to occupy the Premises or any part of the Premises without the prior written consent of Landlord. A consent by Landlord to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation of the Premises by another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of Landlord, whether voluntary or involuntary, by operation of law or otherwise, is void and shall at the option of Landlord, terminate this Lease. The consent of Landlord to any assignment of Tenant's interest in this Lease or the subletting by Tenant of the Premises or parts of the Premises shall not be unreasonably withheld.

Section 6.02. Default Defined. The occurrence of the following shall constitute a default and breach of this Lease by Tenant: failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant after written notice of Tenant's failure is given by Landlord to Tenant.

Section 6.03. Termination of Lease. In the event of any default by Tenant under this Lease, in addition to any other remedies available to Landlord under this Lease or in law or in equity, Landlord shall have the right to terminate this Lease and all rights of Tenant hereunder by giving written notice of the termination. However, prior to giving such written notice of termination, Landlord shall give Tenant written notice of the default and provide Tenant thirty (30) days to cure such default. If Tenant fails to cure the default within the thirty (30) days, then Landlord may proceed with the written notice of termination. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate the Lease. Landlord reserves the right to terminate this Lease for any other legal reason.

Section 6.04. Landlord's Right to Cure Tenant Defaults. If Tenant breaches or fails to perform any of the covenants or provisions of this Lease, Landlord may, but shall not be required to, cure Tenant's breach. Any sum expended by Landlord, with the then maximum legal rate of interest, shall be reimbursed by Tenant to Landlord with the next due rent payment under this Lease.

Section 6.05. Cumulative Remedies. The remedies granted to Landlord in this Lease shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or provided in this Lease.

Section 6.06. Non-Continuing Waiver. The waiver of Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or another provision of this Lease.

ARTICLE 7. MISCELLANEOUS

Section 7.01. Force Majeure -- Unavoidable Delays. If the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of an Act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Tenant as required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

Section 7.02. Attorneys' Fees. If any action is commenced to enforce or interpret the terms

or conditions of this Lease, the party prevailing in that action shall be entitled to, in addition to any costs and other relief that may be granted in the action, a reasonable sum as and for its attorneys' fees in that action as determined by the court.

Section 7.03 Interpretation. Both parties have agreed to the language of this Lease. Therefore, any ambiguity in the Lease shall not be resolved by a rule of interpretation providing for construction against the creator of the ambiguity.

Section 7.04. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease, or by law to be served on or given to either party to this Lease by the other party to this Lease, shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to Tenant at 1500 E. San Bernardino Avenue, Redlands, California, 92373 or to Landlord, Attention City Manager, at 35 Cajon Street, Suite 200, P.O. Box 3005, Redlands, California, 92373. Either party, Tenant or landlord, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

Section 7.05. Entire Agreement. This instrument constitutes the entire agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, or the lease term created under this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void. This Lease may be amended only by written agreement signed by both parties.

Section 7.06. Possessory Interest. Tenant shall pay any and all taxes and assessments which may, during the Term of this Lease, be levied or assessed on the personal property or business owned by Tenant and located on the Premises. Tenant acknowledges and agrees that, in accordance with California Revenue and Taxation section 107.6, the Premises may be subject to property taxation and that Tenant may be deemed to have a possessory interest in such property and may be subject to the payment of property taxes levied on such interest.

Section 7.07. Hold Harmless, Defense Obligation and Indemnity. Tenant shall defend, indemnify and hold Landlord, and Landlord's elected officials, officers and employees, free and harmless from and against any and all losses, claims, damages, actions, causes of action, costs, property damage and injuries, including death, and any attorneys fees, arising out of or resulting

EXHIBIT "A"

LEGAL DESCRIPTION

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 1 South, Range 3 West, San Bernardino Base and Meridian, in the City of Redlands, County of San Bernardino, State of California, according to the Official Plat of said land filed in the District Land Office, February 24, 1869, being also described as Lot 40 of Tolles Lugonia Drawing of April 27, 1887.

Except therefrom the North 33 feet for street purposes as conveyed to the City of Redlands, in deed recorded in book 825, page 373, Official Records.

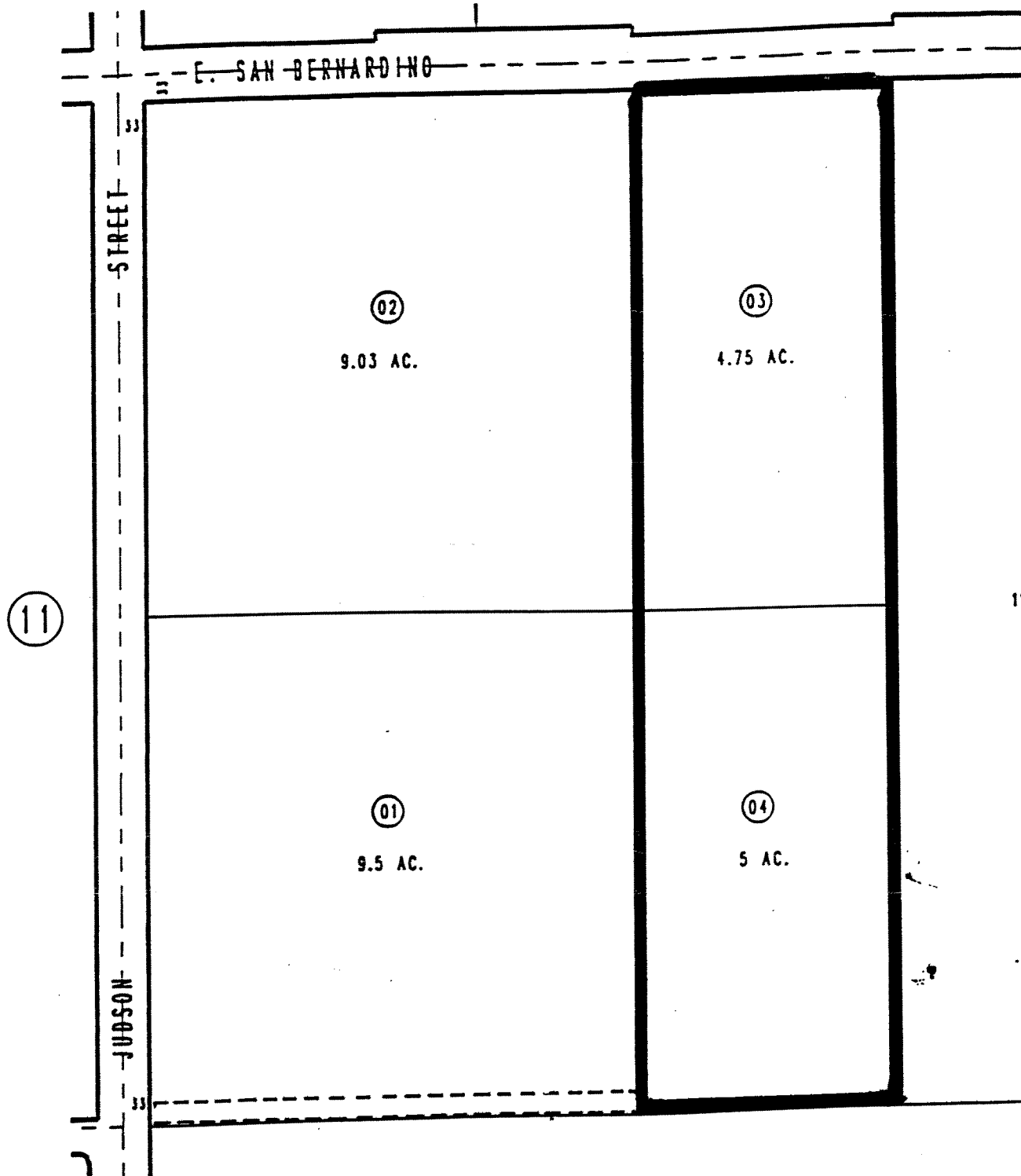
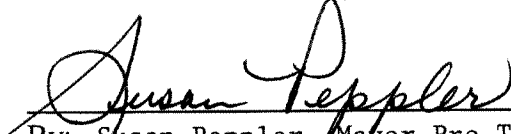


EXHIBIT "A"

in connection with Tenant's, and its employees' agents' and invitees' use or occupancy of the Premises and any attendant activities undertaken by any of them during the term of this Lease.

Dated: October 7, 2003

CITY OF REDLANDS (LANDLORD)

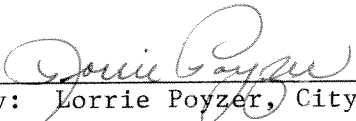

By: Susan Pepler, Mayor Pro Tem

Dated: Oct-7-03

SOFFEL CHRISTMAS TREES (TENANT)


By: Thomas Soffel

Attest:


By: Lorrie Poyzer, City Clerk

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on October 7, 2003, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

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CAPACITY CLAIMED BY SIGNER(S)

- { } Individual(s) signing for oneself/themselves  
{ } Corporate Officer(s)  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } Partner(s)  
Partnership \_\_\_\_\_  
{ } Attorney-In-Fact  
Principal(s) \_\_\_\_\_  
{ } Trustee(s) \_\_\_\_\_  
Trust \_\_\_\_\_  
{ x } Other  
Title(s): Mayor Pro Tem and City Clerk  
Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Lease Agreement

Date of Document: October 7, 2003

Signer(s) Other Than Named Above: Thomas Soffel (dba Soffel Christmas Trees)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

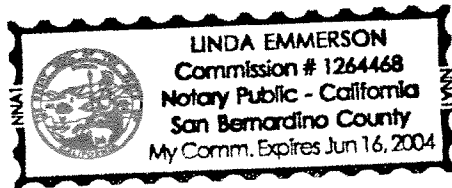
County of San Bernardino } ss.

On 10-7-03 before me, Linda Emmerson,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas Soffel
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda Emmerson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease Agreement

Document Date: 10-7-03 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here