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City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373

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Taxes	0.00
Other	0.00
PAID	\$0.00

**LEASE AGREEMENT
BETWEEN**

YUN JA KWON

AND

THE CITY OF REDLANDS

LEASE AGREEMENT
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A. The Premises

LEASE AGREEMENT

1. BASIC TERMS

- a. Date of Execution: August 3, 2004
- b. Tenant: Yun Ja Kwon
Address: 1146 Chestnut Avenue
Redlands, CA 92373
- c. Landlord: City of Redlands
Address: P. O. Box 3005, 35 Cajon Street, Suite 200,
Redlands, CA 92373
- d. Tenant's Use of Premises: Tenant shall use the Premises for the sole purpose of farming row crops.
- e. Premises Description: APN Nos: 292-041-08, 09, 17, 38
- f. Term of Lease: Month-to-month
- g. Base Monthly Rent: \$150.00 per month
- h. Rent Adjustment: Cost of Living. The cost of living provisions of section 4.b apply based on the Index for the Los Angeles, Long Beach, Anaheim geographical area. The minimum annual increase shall be 3% and the maximum annual increase shall be 4%.
- i. Real Estate Taxes: Lessee shall pay the Real Estate Taxes during its occupancy of the premises.

This Section represents a summary of the basic terms of this Lease. In the event of any inconsistency between the terms contained in this Section and any other specific section or clause of this Lease, the terms of the more specific clause shall prevail.

2. PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord, those certain premises described in Section 1 and in Exhibit "A" attached hereto (the "Premises"). Tenant acknowledges that it has examined the Premises and accepts the Premises in their "as is" present condition.

3. TERM. The term of this Lease shall commence on August 16, 2004 and shall continue on a month-to-month basis. This Lease may be terminated at any time by either Tenant or Landlord, without cause, upon thirty (30) days prior written notice to Tenant.

4. RENT.

- a. Base Rent. Tenant shall pay Landlord monthly base rent in the initial amount set forth in Section 1 which shall be payable monthly in advance on the first day of each and every calendar month ("Base Monthly Rent").
- b. Rent Adjustment. The Base Monthly Rent shall be subject to increase on each annual anniversary of the commencement of the term of this Lease. The base for computing the increase is the Consumer Price Index all urban consumers for the geographical area shown in Section 1 (1967 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the ninetieth (90th) day preceding the date of the commencement of the term ("Beginning Index"). The index published and in effect on the ninetieth (90th) day preceding each anniversary of the commencement of the term of this Lease ("Extension Index") is to be used in determining the amount of the increase from one year to the next. Beginning with the rent due on and after the first anniversary of the commencement of the term of this Lease, and on and after each subsequent anniversary, the Base Monthly Rent shall be increased by multiplying a fraction, the numerator of which is the Extension Index, the monthly rent due during the subsequent lease year shall equal the monthly rent due during the then preset lease year.

If the Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

c. Expenses. Tenant shall pay the cost of all expenses related to the use, maintenance, ownership and insurance of the Premises. The term "Expenses" shall mean all costs and expenses of the ownership, operation, maintenance and insurance of the Premises, including, without limitation, the following costs:

- (1) All supplies, materials, labor and equipment, used in or related to the maintenance of the Premises;
- (2) All utilities, including without limitation, water, electricity, gas, heating, lighting, sewer, waste disposal, security and all charges relating to the use, ownership or operation of the Premises;
- (3) All insurance premiums and costs, including but not limited to the premiums and costs of fire, casualty and liability coverage and rental abatement insurance related to the Premises;

d. Tenant shall pay all Real Property Taxes which accrue during the term of occupancy including all taxes, assessments (general and special) and other impositions or charges which may be taxed, charged, levied, assessed or imposed upon all or any portion of, or in relation to, the Premises or any portion thereof. "Real Property Taxes" shall also include any form of assessment, levy, penalty, charge or tax (other than estate, inheritance, net income or franchise taxes) imposed by any authority having a direct or indirect power to tax or charge, including without limitation any city, county, state, federal or any improvement or other district.

e. Possessory Interest Tax. 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, 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.

- f. Rent Without Offset and Late Charge. All rent shall be paid by Tenant to Landlord monthly in advance on the first day of every calendar month, at the address shown in Section 1, or such other place as Landlord may designate in writing from time to time. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All rent shall be paid in lawful currency of the United States of America. All rent due for any partial month shall be prorated at the rate of 1/30th of the total monthly rent per day. Tenant acknowledges that late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include without limitation, processing and accounting charges and late charges that may be imposed on Landlord by the terms of any encumbrance or note secured by the Premises. Therefore, if any rent or other sum due from Tenant is not received when due, Tenant shall pay to Landlord an additional sum equal to 10% of such overdue payment. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. Additionally, all such delinquent rent or other sums, plus this late charge, shall bear interest at the then maximum lawful rate permitted to be charged by Landlord. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00.

5. USE OF PREMISES. Tenant shall use the Premises solely for the purpose set forth in Section 1 and for no other purpose without obtaining the prior written consent of Landlord. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, or with respect to the suitability of the Premises for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises. Tenant acknowledges that Landlord may from time to time, in its sole discretion, make such modifications, alterations, deletions or improvements to the Premises as Landlord may deem necessary or desirable, without compensation or notice to Tenant. Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the Premises. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the premiums paid by Landlord on its insurance related to the Premises. Tenant will not perform any act or carry on any practice that may injure the Premises; Tenant shall not use the Premises for sleeping or the preparation, manufacture or mixing of anything that might emit an objectionable odor, noises, vibrations or lights. If sound insulation is required to

muffle noise produced by Tenant on the Premises, Tenant at its own cost shall provide all necessary insulation.

6. **SIGNAGE.** Tenant shall not install, erect or place any signage on the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

7. **PERSONAL PROPERTY TAXES.** Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise and other personal property in or about the premises.

8. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, sewer, electricity, telephone or other service metered, chargeable or provided to the Premises.

9. **ALTERATIONS.** Tenant shall not make any alterations to the Premises without Landlord's prior written consent. Any alterations made shall remain on and be surrendered with the Premises upon expiration or termination of this Lease, except that Landlord may, within 30 days before or 30 days after expiration of the term, elect to require Tenant to remove any alterations which Tenant may have made to the Premises. If Landlord so elects, at its own cost Tenant shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term or within 30 days after notice of its election is given, whichever is later. Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall contract with a contractor approved by Landlord for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence in compliance with plans and specifications approved by Landlord. Tenant shall pay all costs for such construction and shall keep the Premises and the Project free and clear of all mechanics' liens which may result from construction by Tenant.

10. **RELEASE AND INDEMNITY.** As material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, and Tenant waives all claims against Landlord for damage to persons or property arising for any reason, except for damage resulting directly from Landlord's breach of its express obligations under this Lease which Landlord has not cured within a reasonable time after receipt of written notice of such breach from Tenant. Tenant shall defend, indemnify and hold Landlord harmless from the

damages arising out of any damage to any person or property occurring in, on or about the Premises or Tenant's use of the Premises or Tenant's breach of any term of this Lease.

11. **INSURANCE.** Tenant, at its cost, shall maintain public liability insurance with a single combined liability limit of \$1,000,000.00, and property damage limits of not less than \$500,000.00, insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. Public liability insurance, products liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10. Landlord shall be named as additional insured, and the policy shall contain cross-liability endorsements and all insurance shall be primary with respect to Landlord and non-contributing to any insurance of self-insurance maintained by Landlord. All insurance required to be provided by Tenant under this Lease shall release Landlord from any claims for damage to any person or to the Premises, and to Tenant's fixtures, personal property, improvements and alterations in or on the Premises caused by or resulting from risks insured against under any insurance policy carried by Tenant and in force at the time of such damage. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by insurance companies authorized to do business in the state and satisfactory to Landlord; (b) shall be issued as a primary policy; and (c) shall contain an endorsement requiring at least 30 days prior written notice of cancellation to Landlord and Landlord's lender, before cancellation or change in coverage, scope or amount of any policy. Tenant shall deliver a certificate or copy of such policy together with evidence of payment of all current premiums to Landlord within 30 days of execution of this Lease. Tenant's failure to provide evidence of such coverage to Landlord may, in Landlord's sole discretion, constitute a default under this Lease.

12. **CONDEMNATION.**

- a. **Definitions.** The following definitions shall apply: (1) "Condemnation" means (a) the exercise of any governmental power of eminent domain, whether by legal proceedings or otherwise by (b) the voluntary sale or transfer by Landlord to any condemnor either under threat of condemnation or while legal proceedings for condemnation are proceeding; (2) "Date of taking" means the date the condemnor has the right to possession of the property being condemned; (3) "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation; and (4) "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

- b. Obligation to be Governed by Lease. If during the term of this Lease there is any taking of all or any part of the Premises, the rights and obligations of the parties shall be determined pursuant to this Lease.

- c. Total or Partial Taking. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking. If any portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving notice to landlord within 30 days after the nature and extent of the taking have been finally determined. If Tenant elects to terminate this Lease, Tenant shall also notify Landlord of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If any portion of the Premises is taken by condemnation and this Lease remains in full force and effect, on the date of taking the rent shall be reduced by an amount in the same ratio as the total number of square feet in the Premises taken bears to the total number of square feet in the Premises immediately before the date of taking.

13. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or encumber its interest in this Lease or the Premises or sublease all or any part of the Premises or allow any other person or entity (except Tenant's authorized representatives, employees, invitees or guests) to occupy or use all or any part of the Premises without first obtaining Landlord's prior written consent, which Landlord may withhold in its sole discretion. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and at Landlord's election, and shall constitute a default. Any dissolution, merger, consolidation or other reorganization of Tenant, or sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of at least 25% of the value of the assets of Tenant shall be deemed a voluntary assignment. No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; or (b) if a writ of attachment or execution is levied on this Lease; or (c) if in any proceeding or action to which Tenant is

a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

14. **DEFAULT.** The occurrence of any of the following shall constitute a default by Tenant: (a) a failure to pay rent or other charge when due; (b) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten consecutive days shall be deemed an abandonment and vacation); or (c) failure to perform any provision of this Lease.

15. **LANDLORD'S REMEDIES** Landlord shall have the following remedies if Tenant is in default. (These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law): Landlord may terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to reset the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession. Upon termination of Tenant's right to possession, Landlord has the right to recover from Tenant: (1) The worth of the unpaid rent that had been earned at the time of termination of this Lease; (2) The worth of the amount of the unpaid rent that would have been earned after the date of termination of this Lease (3) any other amount, including court, attorney and collection costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth," as used for Item 15(1) in this paragraph 15 is to be computed by allowing interest at the maximum rate an individual is permitted to charge by law or 12%, whichever is greater. "The worth at the time of the award" as used for Item 15(2) in this Paragraph 15 is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.

16. **ENTRY ON PREMISES.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes; (a) To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) To do any necessary maintenance and to make any restoration to the Premises or the Project that Landlord has the right or obligation to perform; (c) To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during any period while Tenant is in default; (d) To show the Premises to prospective brokers, agents, buyers, tenants or persons interested in an exchange, at any time during the term; or (e) To repair, maintain or improve the Premises and to erect scaffolding and protective barricades around and about the Premises but not so as to prevent entry to

the Premises and to do any other act or thing necessary for the safety or preservation of the Premises. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises as provided in this Section 16. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Section 16. Landlord shall conduct its activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to Tenant.

17. NOTICE. Any notice, demand, request, consent, approval or communication desired by either party or required to be given, shall be in writing and served either personally or sent by prepaid certified first class mail, addressed as set forth in Section 1. Either party may change its address by notification to the other party. Notice shall be deemed to be communicated 72 hours from the time of mailing, if mailed, or from time of service, if personally served.

18. WAIVER. No delay or omission in the exercise of any right or remedy by Landlord shall impair such right or remedy or be construed as a waiver. No act or conduct of Landlord, including without limitation, acceptance of the keys to the Premises, shall constitute an acceptance of the surrender or of the Premises by Tenant before the expiration of the term. Only written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

19. SURRENDER OF PREMISES; HOLD OVER. Upon expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant Improvements and alterations in good condition, except for ordinary wear and tear and alterations Tenant has the right or is obligated to remove under the provisions of Section 10 hereof. Tenant shall remove all personal property including without limitation all wallpaper, paneling and other decorative improvements or fixtures and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration of the term, including for example, restoring all wall surfaces to their condition prior to the commencement of this Lease. Landlord can elect to retain or dispose of in any manner Tenant's personal property not removed from the Premises by Tenant prior to the expiration of the term. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storage, removal or disposal of Tenant's personal property.

If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on 30-day notice at any time, by either party. All provisions of this Lease, except those pertaining to term and rent, shall apply to the month-to-month tenancy. Tenant shall pay monthly rent in amount equal to 100% of Rent for the last full calendar month during the regular term.

20. MISCELLANEOUS PROVISIONS.

- a. Time of Essence. Time is of the essence of each provision of this Lease.
- b. Successor. This Lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Section 13 herein.
- c. Landlord's Consent. Any consent required by Landlord under this Lease must be granted in writing and may be withheld by Landlord in its sole and absolute discretion.
- d. Other Charges. If Landlord becomes a party to any litigation concerning this lease, the Premises, by reason of any act or omission of Tenant or Tenant's authorized representatives, Tenant shall be liable to Landlord for reasonable attorneys' fees and court costs incurred by Landlord in the litigation whether or not such litigation leads to actual court action. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all collection agency fees charged to Landlord in addition to rent, late charges, interest and other sums payable under this lease. Tenant shall pay a charge of \$75 to Landlord for preparation of a demand for delinquent rent.
- e. Landlord's Successors. In the event of a sale or conveyance by Landlord of the Premises, the same shall operate to release Landlord from any liability under this Lease, and in such event Landlord's successor interest shall be solely responsible for all obligations of Landlord under this lease.
- f. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the state in which the premises are located. This Lease constitutes the entire agreement between the parties with respect to the Premises, except for such guarantees or modifications as may be executed in writing by the parties from time to time. When required by context of this Lease, the singular shall include the plural, and the

masculine shall include the feminine and/or neuter. "Party" shall mean Landlord or Tenant. The enforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

21. HAZARDOUS SUBSTANCES.

21.1 General Prohibition. Tenant shall not use or allow the Premises to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance, without the prior consent of Landlord. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sections 9601 et seq., as amended, ("CERCLA"). The term "Hazardous Substance" means: (i) any substance defined as a "hazardous substance" under CERCLA; (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

21.2 Reporting. Tenant shall: (i) give prior notice to Landlord of any activity or operation to be conducted by Tenant at the Premises which involves the Release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance ("Tenant's Hazardous Substance Activity"); (ii) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances; (iii) at its own expense, promptly contain and remediate any Release of Hazardous Substances arising from or related to Tenant's Hazardous Substance Activity in, on or about the Premises, or the environment and remediate and pay for any resultant damage to property, persons, and/or the environment, (iv) give prompt notice to Landlord and all appropriate regulatory authorities, of any Release of any Hazardous Substance in, on or about the Premises, or the environment arising from or related to Tenant's Hazardous Substance Activity, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, any such notice to include a description of measures taken or proposed to be taken by Tenant to contain and remediate the Release and any resultant damage to property, persons, or the environment; (v) at

Landlord's request, which shall not be more frequent than once per calendar year, retain an independent engineer or other qualified consultant or expert acceptable to Landlord, to conduct, at Tenant's expense, an environmental audit of the Premises and immediate surrounding areas, and the scope of work to be performed by such engineer, consultant, or expert shall be approved in advance by Landlord, and all of the engineer's, consultant's, or expert's work product shall be made available to Landlord; (vi) at Landlord's request from time to time, execute affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances in the Premises; (vii) reimburse to Landlord, upon demand, the reasonable cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substances in, on or about the Premises, if such testing is required by any governmental agency or Landlord's Mortgagee; and (viii) upon expiration or termination of this Lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

Attest:

LANDLORD
THE CITY OF REDLANDS

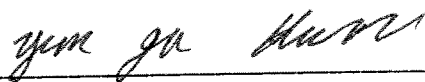
By: 
Susan Pepler, Mayor

Dated: August 3, 2004

By: 

City Clerk, Lorrie Poyzer

TENANT

By: 
Yun Ja Kwon

Dated: 7/29/04

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 August 3, 2004, 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

~~~~~  
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 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: August 3, 2004

Signer(s) Other Than Named Above: Yun Ja Kwon

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 July 29, 2004, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Yun Ja Kwon { } personally known to me - or - {x} proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

~~~~~

CAPACITY CLAIMED BY SIGNER(S)

- { x } Individual(s) signing for oneself/themselves  
{ } Corporate Officer(s)  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } Partner(s)  
Partnership \_\_\_\_\_  
{ } Attorney-In-Fact  
Principal(s) \_\_\_\_\_  
{ } Trustee(s)  
Trust \_\_\_\_\_  
{ } Other  
Title(s) \_\_\_\_\_  
Entity Represented \_\_\_\_\_

~~~~~

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Lease Agreement
Date of Document: August 3, 2004
Signer(s) Other Than Named Above: Susan Pepler and Lorrie Poyzer

EXHIBIT "A"

LOTS 3 AND 4, BLOCK 2 AND THE EAST HALF OF LOT 6, BLOCK 2, BROWN'S SUBDIVISION, AS SHOWN BY MAP RECORDED IN BOOK 8 PAGE 96, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THE SOUTH HALF OF PINE AVENUE (VACATED), WHICH WOULD PASS BY OPERATION OF LAW.

A.P.N. 0292-041-08, 0292-041-09, 0292-041-17 and 0292-041-38