

LEASE AGREEMENT

This Lease Agreement is made and entered into this 15th day of October, 1996, (the "Effective Date") by and between Betty Bennett (hereinafter "Lessee"), and the City of Redlands (hereinafter "Lessor").

Section 1. Premises. Lessor, for and in consideration of the rent to be paid by Lessee, hereby leases to Lessee, and Lessee agrees to lease from Lessor eight (8) contiguous parking spaces in Lessor's Olive Avenue and Myrtle Street parking lot as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises").

Section 2. Term. This Lease shall be for a term of one (1) year from and after its Effective Date. Notwithstanding the foregoing, Lessor shall have the right to terminate this Lease, without cause, upon thirty (30) days prior written notice to Lessee. In the event of such termination, Lessor shall reimburse Lessee on a pro-rated basis rent for any unexpired portion of the term of this Lease

Section 3. Rent. Lessee shall pay Lessor rent the sum of Five Hundred Dollars (\$500.00) per year for use of the Premises. The rent shall be payable concurrent with Lessee's execution of this Lease at the office of Lessor at 35 Cajon Street, Suite 200, Redlands, CA 92373.

Section 4. Use of Premises. During the term of this Lease, the Premises shall be used by Lessee for the exclusive purpose of Lessee's employee parking.

Section 5. Alterations and Repairs. Lessee accepts the Premises, as well as all improvements located on the Premises, "as is" and in their present condition and stipulates with Lessor that the Premises and improvements are in good, clean, safe, and leasable condition as of the Effective Date of this Lease.

Section 6. Surrender of Premises. On the expiration of, or earlier termination of this Lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the Effective Date of this Lease, excluding reasonable wear and tear.

Section 7. Indemnity. Lessee shall defend, indemnify and hold Lessor, its elected officials, officers, employees and agents harmless from and against any and all causes of action, claims, damages, losses and liability to persons or property resulting in any way from acts or omissions of Lessee or its agents, employees and invitees during its occupation and use of the Premises.

Section 8. Public Liability and Property Damage Insurance. Lessee shall, at its own cost and expense, procure and maintain during the entire term of this Lease public liability insurance and property damage insurance issued by an insurance company acceptable to Lessor and insuring Lessee against loss or liability caused by or connected with Lessee's occupation and use of the Premises under this Lease. The insurance required under this section shall be issued by a

responsible insurance company or companies authorized to do business in California and shall be in a form reasonably satisfactory to Lessor. Lessor shall be named as an additional insured under such insurance coverage and such coverage shall be primary with respect to Lessor and noncontributing to any insurance or self-insurance maintain by Lessor. Concurrent with Lessee's execution of this Lease, Lessee shall provide Lessor with a certificate of insurance demonstrating that the coverage required by this section is in full force and effect. Each of the insurance policies shall require that before changing or canceling any policy, the issuing insurance company shall give Lessor at least 30 days prior written notice.

Section 9. Possessory Interest. In accordance with California Revenue and Taxation Code Section 107.6, Lessee is hereby notifying Lessor that the leasehold interest created by this Lease may be subject to property taxation and, Lessee, may be subject to the payment of property taxes levied on such interest. Lessee shall be solely responsible for the payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for such taxes.

Section 10. Attorneys' Fees. If the event any action is commenced to enforce or interpret the terms or conditions of this Lease the prevailing party shall, in addition to any costs or other relief, be entitled to the recovery its reasonable attorneys' fees.

Section 11. Successors and Assigns. This Lease shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

Section 12. Notice. All notices or other communications which are required or permitted to be given to the parties shall be in writing and shall be given either by personal service or by mailing the same by certified or registered mail, postage prepaid, return receipt requested, or overnight mail delivery service, addressed as follows:

City of Redlands
35 Cajon Street, Suite 200
P. O. Box 3005
Redlands, CA 92373

Redlands Sewing Center
Betty Bennett
422 E. State Street
Redlands, CA 92373

If any such notice or other communication is given by personal delivery, then it will be deemed given as of the date of delivery. If any such notice or other communication is given by mail, then it will be deemed given as of the date of receipt, rejection or return undelivered. Addresses to which notices or other communications may be delivered, may be changed from time to time by a notice which is given as provided in this section.

Section 13. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee respecting the leasing of the Premises to Lessee. Any agreements or representations respecting the Premises or their leasing by Lessor or Lessee not expressly set forth herein are null, void and of no force or effect.

Executed on October 15, 1996, at Redlands, California.

LESSEE

By: Betty Bennett
Betty Bennett

CITY OF REDLANDS (Lessor)

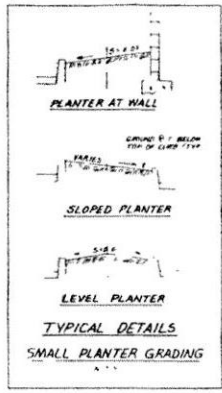
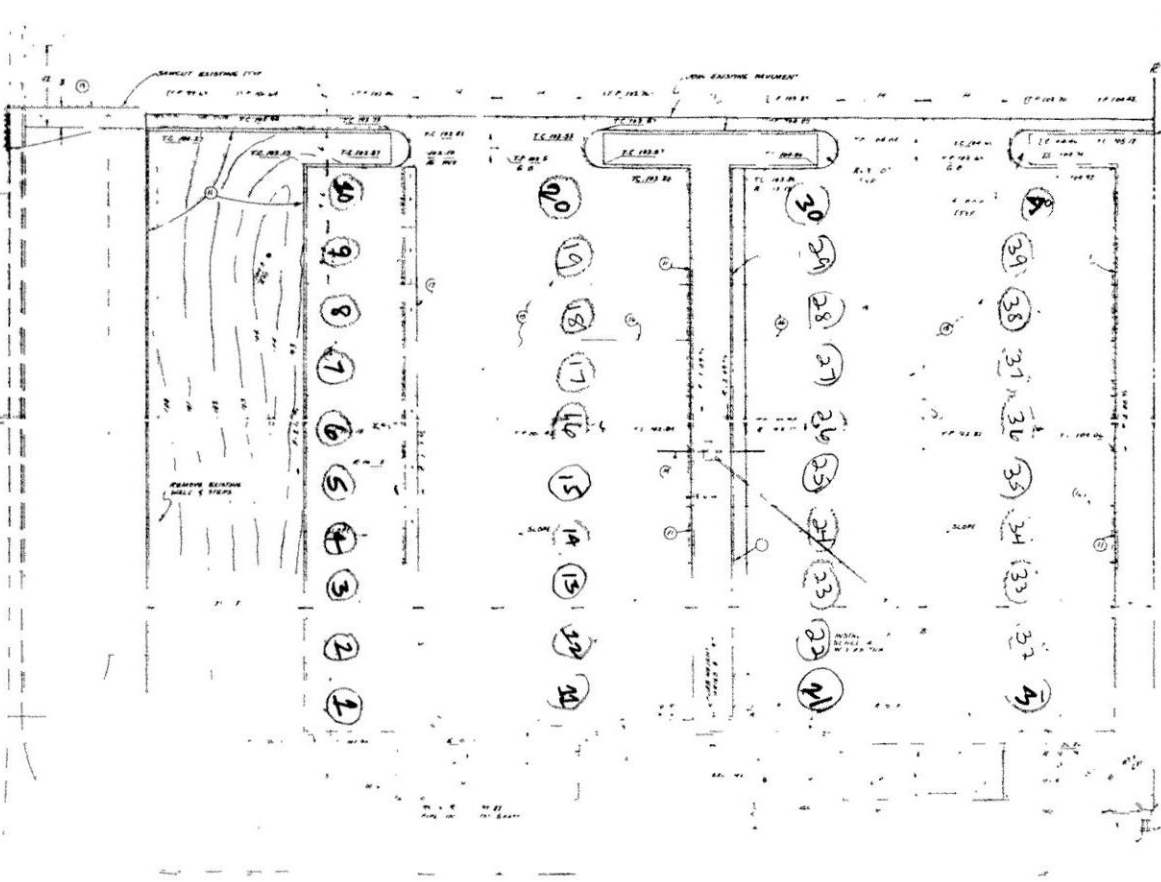
Swen Larson
Swen Larson, Mayor

ATTEST:

Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk

OLIVE AVENUE

DATE



CONSTRUCTION NOTES

- (1) CONSTRUCT 6" CURB & GUTTER PER STD. DRAIN AND FLOW.
- (2) CONSTRUCT 6" CURB PER STD. DRAIN AND FLOW.
- (3) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.
- (4) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.
- (5) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.
- (6) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.
- (7) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.
- (8) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.
- (9) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.
- (10) CONSTRUCT 6" CONCRETE GUTTER PER STD. DRAIN AND FLOW.

GRADING NOTES

1. GRADE SMALL PLANTER AREAS PER DETAIL DRAWING.
2. GRADE LARGE PLANTER AREAS PER DETAIL DRAWING.

CITY OF REDLANDS ENGINEERING SERVICES DEPARTMENT			
PARKING LOT LAYOUT PLAN			
OLIVE AVENUE & MYRTLE STREET			
PARKING LOT			
DESIGNED BY	DATE	APPROVED	DATE
CHECKED BY	DATE	SEAL	DATE
DRAWN BY	DATE	SCALE	DATE
NOTED BY	DATE	REVISION	DATE

4100'S

1265-2

No. 2336), the City Council will formalize the recognition of January 1, 2004, as the latest date by which the Redevelopment Agency may incur indebtedness in connection with the Redlands Redevelopment Project. The proposed ordinance also reflects the requirements of AB 1290 concerning the termination of land use provisions of the Redevelopment Plan, and the limitation upon the period during which property tax revenues will be available to the Redevelopment Agency. The proposed ordinance does not: extend the life of the Project Area, increase the number of dollars of property taxes that can be received by the Redevelopment Agency, increase the amount the Redevelopment Agency is permitted to borrow, add any territory, or make any changes in land use designations applicable to the Project Area. Consequently, no new payments to or agreements with taxing agencies will be required." Ordinance No. 2336, an ordinance of the City of Redlands amending the Redevelopment Plan for the Redlands Redevelopment Project in accordance with Health and Safety Code Section 33333.6, was read by title only by Deputy City Clerk Sanchez, and on motion of Councilmember Cunningham, seconded by Councilmember Banda, further reading of the ordinance text was waived, and Ordinance No. 2336 was introduced with by AYE votes of all present with Councilmember Larson abstaining from Council approval and Ordinance No. 2336 was laid over under the rules with second reading scheduled for November 5, 1996.

✓ Lease Agreement - Myrtle Street Parking Lot - On motion of Councilmember Cunningham, seconded by Councilmember Banda, the City Council unanimously approved a lease agreement between the City of Redlands and Betty Bennett for parking space in the Olive Avenue and Myrtle Street parking lot.

Funds - Voice Mail - Municipal Utilities Director Phelps said that in an effort to improve efficient and provide greater flexibility for customer contact, the Municipal Utilities and Police Departments have researched the use of "voice messaging" (voice mail). Voice messaging has proved to be beneficial to other agencies in providing improved message service, particularly long messages of a technical (or private in the case of Police) nature which are difficult for clerical personnel to write down on a message pad. The requirements for a voice message system includes all the industry standards and several "must have" features. Most important of the "must have" features was that, with the exception of the City's information line, all incoming calls would be answered in the traditional manner, and only when the party being requested was not accessible would the option of a written message or voice message be made available to the calling party. This provision assures that all callers to any department or division are first greeted by a staff member. The