

REDLANDS CITY MUSEUM FACILITIES LEASE

THIS LEASE, dated July 1, 1975, by and between the County of San Bernardino, a body corporate and politic of the State of California (the "County"), and the City of Redlands (the "City"), a municipal corporation of the State of California:

W I T N E S S E T H :

WHEREAS, the County is owner of certain real property and facilities in the County of San Bernardino, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the County has constructed thereupon certain buildings and facilities known generally as the San Bernardino County Museum; and

WHEREAS, the County and the City have selected within the boundaries of the City certain facilities known as the County facilities;

NOW, THEREFORE, in consideration of the payment of rental and the performance of the mutual promises and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Demised Premises.

The County hereby leases to the City, subject to the terms hereof and subject to and conditions, reservations, exceptions, and rights of way which are of record, those certain portions of land within the County of San Bernardino hereinafter described in Exhibit "B" attached hereto and made a part hereof.

SECTION 2. Ownership; Possession.

The County covenants that it is owner of the real property described in Exhibit "A" hereof. The County further covenants that it has the right of possession to said property.

SECTION 3. Term.

This lease shall commence on the date hereof and end on July 1, 2000.

SECTION 4. Rent.

(a) The City shall pay to the County base rent at a rate per annum of \$13,000.00. The obligation for such rent shall commence on the date hereof and shall be due and payable on or before December 31 of each fiscal year commencing December 31, 1975 and ending December 31, 1999.

(b) The City shall also pay additional rent at a rate per annum equal to the cost of any modifications, corrections, or changes made by and at the request of the City to County facilities with the concurrence of the County.

(c) Additional Rental.

In addition to the base rental hereinabove set forth as part of the total rental for each fiscal year during the term of this Lease, the City shall pay to the County 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 leasehold premises or upon the City's interest therein or upon the City's operation thereof or the City's rental income derived therefrom.

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

(d) Consideration.

The payments of the Base Rental and Additional Rental hereunder for each fiscal year of the term of this Facilities Lease shall constitute the total rental for said fiscal year and shall be paid by the City for and in consideration of the right of use and occupancy, and the continued quiet use and enjoyment of the leasehold premises for and during said fiscal year, which the City receives. The City hereby agrees that the rentals provided for herein shall be an absolute net return to the County free and clear of any expenses, charges or set-offs whatsoever, except as provided herein.

(e) Budget.

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

(f) Payment.

Each annual Base Rental payment and each Additional Rental payment shall be paid in lawful money of the United States

of America, by warrant or check drawn against funds of the City, at the office of the County Treasurer. Each annual Base Rental payment and each Additional Rental payment which is not paid 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, becomes due until the same is paid. Notwithstanding any dispute between the County and City hereunder, 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.

SECTION 5. Purpose.

The City shall use the Facilities for the purposes described in the Joint Powers Agreement entered into by and between the City of Redlands and the County of San Bernardino on January 22, 1973. And for such purposes as may be incidental thereto.

SECTION 6. Assignments and Sublease.

Neither this Facilities Lease nor any interest of the City or County herein shall at any time after the date hereof, be mortgaged, pledged, assigned, or transferred by either party to this Facilities Lease, their successors, or assigns, by voluntary act or operation of law, or otherwise, without the prior written consent of the other party hereto, its successors and assigns, 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 assign, with the consent of the County, its interest under this Facilities Lease to the San Bernardino-Redlands Public Facilities Authority for the purposes of constructing facilities described pursuant to the Agreement mentioned aforesaid, but nothing herein contained shall be construed to relieve the City of its obligation to pay rent as provided in this Facilities Lease or to relieve the City of its other obligations contained herein.

Whenever in this Facilities Lease any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 7. Right of Entry.

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

SECTION 8. Expiration.

The City and County agree upon the expiration or termination of this Facilities Lease, unless the Facilities Lease be terminated upon default by the City in the performance of its obligations, hereunder, the Facilities at the time of such termination, shall vest in the County.

SECTION 9. Quiet Enjoyment.

The City at all times during the term of this Facilities Lease shall peaceably and quietly have, hold, and enjoy all portions of the Facilities, possession of which has been transferred by the County to the City pursuant to this Facilities Lease.

SECTION 10. Taxes.

The City covenants and agrees to pay any and all taxes and assessments levied or assessed upon the operation of the Facilities by the City, its sublessees or assignees.

SECTION 11. 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:

County -- Clerk of the Board of Supervisors
County Civic Building
175 West Fifth Street
San Bernardino, California 92415

City -- City Clerk
City Hall
Redlands, California 92373

SECTION 12. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Facilities Lease, or the application thereof to any person or circumstance, 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 Facilities Lease, and the application thereof to any other persons or circumstances, shall be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 13. Design Dispute.

The parties recognize that there exists between the County and the architect and builder, a dispute as to the design and function of certain portions of the auditorium building in the Facility. The Facilities have been inspected by both the County and the City, and no representations are made by the County to the City as to their fitness for use beyond that determined in the inspection, and the County anticipates that it will correct any defects or deficiencies in design or construction of the auditorium building.

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

COUNTY OF SAN BERNARDINO

By 
Chairman of the Board of
Supervisors

OCT 14 1975

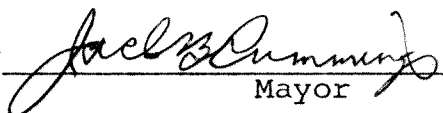
Attest:

LEONA RAPOPORT
Clerk of the Board of Supervisors

By 
Deputy

(Seal)

CITY OF REDLANDS

By 
Mayor

Attest:


City Clerk

(Seal)

MINUTES OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA

RE: AGREE: #75-835: CITY OF REDLANDS: SPACE IN MUSEUM FOR 25 YRS: JOINT
POWERS AUTHORITY: APPROVED.

Acting on the recommendation of the General Services Agency Administrator on motion by Supervisor Mikesell, duly seconded by Supervisor Smith and carried, the Board of Supervisors hereby approves agreement #75-835 between the County and the City of Redlands for 25-year lease of certain space within the County Museum payable at the rate of \$13,000 per year; further, the Board authorizes the Chairman to sign said agreement, indicating this Board's approval of the terms and conditions therein contained.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Mayfield, Mikesell, Townsend, Smith, Hansberger
NOES: SUPERVISORS: None
ABSENT: SUPERVISORS: None

* * * * *

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ss.

I, LEONA RAPOPORT, Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board of its meeting of

OCTOBER 14, 1975

Dated: 10/15/75

cc: Auditor w/agree
City of Redlands w/agree
GSA-Mr. Hitchcock w/agree
File

LEONA RAPOPORT

Clerk of said Board.

By *Ester Hickenbaugh*

Deputy

75-835

EXHIBIT "B"

Those portions of the Site described in the Joint Powers Agreement as the "Civic Center Area" and the use of the facilities erected thereon, said property being within the City of Redlands, and shall consist of the following:

- 1) One Conference Room in the Museum building known as the Orange Tree Conference Room;
- 2) Two Auditoriums in the Museum facilities known as the Redlands Auditorium and the Fisk Auditorium;
- 3) One Display Area in the Museum facilities known as the Hall of Man Gallery;

More specifically described as follows:

- 1) Orange Tree Conference Room - Located on the first floor of the San Bernardino County Museum building, consisting of space, 16' x 34', with conference table and chairs for 24 persons.

First Monday of Each Month - 8:00 a.m. to 12:00 a.m.

Second Friday of Each Month - 7:00 p.m. to 10:00 p.m.

- 2) Redlands Auditorium - Located on the second floor of the San Bernardino County Museum building, seating 300 persons.

Sunday - 7:00 p.m. to 11:00 p.m., Each Week

Fisk Auditorium and Kitchen Facilities - Located on the first floor of the San Bernardino County Museum building, seating 292 persons or 136 persons for food service.

Friday - 7:00 p.m. to 11:00 p.m., Each Week

- 3) Display Area - Hall of Man Gallery, located on the first floor, consisting of space, 24' x 12', with display of agriculture--prehistoric, historic, and present--in San Bernardino County, with emphasis on citrus farming.

365 Days Per Year

All usage to be coordinated with the Director of the San Bernardino County Museum.

14

RECORDED REQUEST OF
Title Insurance and Trust Company
DEC 6 1972 at 8 A.M.

MAIL TAX STATEMENTS TO

AND WHEN RECORDED MAIL TO

NAME C of San Bernardino
ADDRESS Building Service
825 E. Third St.
CITY & STATE San Bernardino, Ca.
Jack Rouse

e Order No. _____ Escrow No. _____

NO FEE
E

OFFICIAL RECORDS
San Bernardino County, Calif.

W. R. Carpenter
Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

NAME above
ADDRESS _____
CITY & STATE _____

Corporation Grant Deed

AFFIX I.R.S. \$ NONE

THIS FORM FURNISHED BY SECURITY TITLE INSURANCE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
ORANGELAND, a limited partnership

hereby GRANT(S) to the COUNTY OF SAN BERNARDINO, a body corporate and politic of the
State of California

the following described real property in the unincorporated area of the
county of San Bernardino, state of California:

(Attached hereto and made a part of)
(as "EXHIBIT A")

ORANGELAND, a limited partnership
By: Citrus Investments, Inc.
General Partner

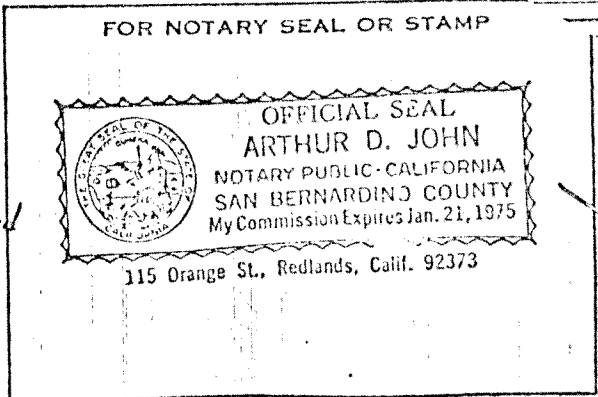
Dated November 7, 1972

By: D. W. Wilcott Pres.

By: _____

STATE OF CALIFORNIA }
COUNTY OF San Bernardino } SS.
On November 7, 1972, before me, the undersigned,
a Notary Public in and for said County and State, personally
appeared D. W. Wilcott, known to me to be
the _____ President, and _____, known
to me to be the _____ Secretary of Citrus
Investments, Inc., the corporation that
executed the within instrument and known to me to be the persons
who executed the within instrument on behalf of said corporation,
said corporation being known to me to be one of the partners of
General Partner of Orangeland, the
partnership that executed the within instrument, and acknowledged
to me that such corporation executed the same as such partner
and that such partnership executed the same.

Arthur D. John
Name (Typed or Printed)



Commencing at the center line intersection of California Street and Lagonia Avenue, as said intersection is shown on said map; thence South 00° 23' 34" East, along the centerline of said California Street, a distance 835.10 feet; thence North 89° 36' 26" East, a distance of 196.65 feet to the beginning of a tangent curve, concave Southerly, having a radius of 165.00 feet; thence Southeasterly along said curve, through a central angle of 45° 00' 00", an arc distance of 129.59 feet; thence South 45° 23' 34" East, a distance of 245.87 feet to the beginning of a tangent curve, concave Northerly, having a radius of 265.92 feet; thence Easterly, along last said curve, through a central angle of 43° 19' 29" an arc distance of 201.08 feet; thence South 88° 43' 03" East a distance of 377.74 feet; thence North 01° 16' 57" East a distance of 32.00 feet to the TRUE POINT OF BEGINNING; thence North 88° 43' 03" West, 100.00 feet to a point hereinafter referred to as "POINT A"; thence North 00° 23' 34" West, 190.00 feet; thence North 45° 23' 34" West, 346.42 feet; thence North 44° 36' 26" East, 236.80 feet; thence North 89° 36' 26" East 215.38 feet; thence South 45° 23' 34" East a distance of 333.69 feet, more or less, to a point on the East line of said Lot 6 of Block 3 of the hereinabove mentioned Henry L. Williams Tract; thence South 00° 25' 11" East, along the East line of said Lot 6, a distance of 95.46 feet, more or less, to a point on said East line of Lot 6 which bears North 44° 36' 26" East, a distance of 387.37 feet from the point of beginning; thence South 44° 36' 26" West, a distance of 387.37 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 30.00 foot road and utility easement over, under and across the East 30.00 feet of said Lots 3 and 6, lying Northerly of the hereinabove described parcel.

AND TOGETHER WITH an easement for ingress and egress over and across the following described parcel:

BEGINNING at the hereinbefore described "POINT A"; thence North 00° 23' 34" West 190.00 feet; thence North 45° 23' 34" West, 346.42 feet; thence South 01° 16' 57" West, 427.61 feet; thence South 88° 43' 03" East 257.57 feet, more or less, to the POINT OF BEGINNING.

RESERVING unto the grantor, his heirs and assigns, an easement over the East 30.00 feet of the hereinabove described parcel for road and utility purposes.

Subject to: All reservations, restrictions, rights and rights of way of record.

The hereinabove parcel contains 5 acres of land, more or less, inclusive, of that area as hereinabove reserved for road and utility purposes..

The undersigned also covenants to the County of San Bernardino, and does further agree that the said undersigned, his heirs and assigns SHALL ONLY use the following described parcels, hereinafter referred to as Parcels No. 1 and No. 2, for parking lots, landscaping, and/or orange groves. The undersigned does further covenant that no structures or buildings shall be erected on either Parcel No. 1 or Parcel No. 2 herein described and that said parcels shall be maintained only as hereinabove covenanted by the grantors herein and any improvement of such parcels shall be approved by the Board of Supervisors, and by written approval thereof, by both the grantor, his heirs and assigns, and the County of San Bernardino, said approval not to be unreasonably withheld, said parcels are more particularly described as follows:

Those portions of Lot 6, Block 3, HENRY L. WILLIAMS TRACT, as per plat recorded in Book 11 of Maps, Page 17, records of said County, described as follows:

PARCEL NO. 1

BEGINNING at the hereinbefore described "POINT A"; thence North 00° 23' 34" West 190.00 feet; thence North 45° 23' 34" West, 346.42 feet; thence South 01° 16' 57" West, 427.61 feet; thence South 88° 43' 03" East 257.57 feet, more or less, to POINT OF BEGINNING.

PARCEL NO. 2

Commencing at the hereinabove mentioned "POINT A"; thence South 88° 43' 03" East a distance of 100.00 feet to the TRUE POINT OF BEGINNING; thence North 44° 36' 26" East, 387.37 feet, to a point on the East line of said Lot 6; thence South 00° 25' 11" East, along said East line, a distance of 281.93 feet; thence North 88° 43' 03" West, a distance of 274.15 feet, more or less, to the TRUE POINT OF BEGINNING.

"EXHIBIT A"

GRANT OF EASEMENT

THE COUNTY OF SAN BERNARDINO, a body corporate and politic, to
SOUTHERN CALIFORNIA EDISON COMPANY
W.O. 6431-2085/3-2021

EXHIBIT "A"

Two strips of land, each 6 feet wide, lying within that portion of Lots 3 and 6, Block 3, HENRY L. WILLIAMS TRACT, as per Plat recorded in Book 11 of Maps, Page 17, Records of San Bernardino County, said portion being more particularly described as follows:

Commencing at the center line intersection of California Street and Lugonia Avenue, as said intersection is shown on said Map; thence South $00^{\circ} 23' 34''$ East, along the center line of said California Street, a distance of 835.10 feet; thence North $89^{\circ} 36' 26''$ East, a distance of 196.65 feet to the beginning of a tangent curve, concave Southerly, having a radius of 165.00 feet; thence Southeasterly along said curve, through a central angle of $45^{\circ} 00' 00''$, an arc distance of 129.59 feet; thence South $45^{\circ} 23' 34''$ East, a distance of 245.87 feet to the beginning of a tangent curve, concave Northerly, having a radius of 265.92 feet; thence Easterly, along last said curve, through a central angle of $43^{\circ} 19' 29''$, an arc distance of 201.08 feet; thence South $88^{\circ} 43' 03''$ East, a distance of 377.74 feet; thence North $01^{\circ} 16' 57''$ East, a distance of 32.00 feet to the TRUE POINT OF BEGINNING; thence North $88^{\circ} 43' 03''$ West, a distance of 100.00 feet; thence North $00^{\circ} 23' 34''$ West, 190.00 feet; thence North $45^{\circ} 23' 34''$ West, 346.42 feet; thence North $44^{\circ} 36' 26''$ East, 236.80 feet; thence North $89^{\circ} 36' 26''$ East, 215.38 feet; thence South $45^{\circ} 23' 34''$ East, a distance of 333.69 feet, more or less, to a point on the East line of said Lot 6 of Block 3 of the hereinabove-mentioned HENRY L. WILLIAMS TRACT; thence South $00^{\circ} 25' 11''$ East, along the East line of said Lot 6, a distance of 95.46 feet, more or less, to a point on said East line of Lot 6 which bears North $44^{\circ} 36' 26''$ East, a distance of 387.37 feet from the Point of Beginning; thence South $44^{\circ} 36' 26''$ West, a distance of 387.37 feet to the TRUE POINT OF BEGINNING.

The Northwesterly line of STRIP NO. 1 is described as follows:

Commencing at the above-described TRUE POINT OF BEGINNING; thence North $88^{\circ} 43' 03''$ West, 100.00 feet; thence North $00^{\circ} 23' 34''$ West, 190.00 feet; thence North $45^{\circ} 23' 34''$ West, 346.42 feet; thence North $44^{\circ} 36' 26''$ East, 236.80 feet; thence North $89^{\circ} 36' 26''$ East, 114.38 feet to the TRUE POINT OF BEGINNING of this strip description, said point also being hereinafter referred to as Point "A"; thence South $44^{\circ} 36' 26''$ West, 101 feet.

The Northerly and Northeasterly line of STRIP NO. 2 is described as follows:

Beginning at the above-described Point "A"; thence North $89^{\circ} 36' 26''$ East, 101.00 feet; thence South $45^{\circ} 23' 34''$ East, 308.69 feet.

