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

Doc#: 2014-0371008



Titles:	1	Pages:	9
Fees		0.00	
Taxes		0.00	
Other		0.00	
PAID		\$0.00	

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

LEASE AGREEMENT

This Lease is made this 1st day of July, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("Landlord"), and Trinity Community Foundation, a nonprofit organization ("Tenant"). Landlord, in consideration of the rent to be paid by Tenant and of 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 located at 1006 Oxford, Redlands, California (the "Premises"). See Exhibit A for Legal Description

ARTICLE 1. TERM OF AGREEMENT

Section 1.01. Initial Term. This Lease shall be for an initial term of five (5) years from and after its Effective Date.

Section 1.02. Renewal Term. Tenant shall have the option of renewing this Lease for five (5) additional one-year (1) terms (each, a "Renewal Term"). Tenant may exercise its option to renew for a one-year (1) term by providing written notice to Landlord not earlier than ninety (90) days, and not later than forty-five (45) days, prior to expiration of the Initial Term or applicable Renewal Term. The Initial Term and the Renewal Terms are collectively referred to herein as the "Term" of this Lease.

Section 1.03. Early Termination. Notwithstanding the Term of this Lease, either Party may terminate this Lease, without cause and without penalty, at any time by giving one (1) year prior written notice to the other Party.

ARTICLE 2. NOMINAL RENT

Section 2.01. Rent. Tenant shall pay to Landlord rent for the Premises each year during the Term in the sum of one dollar (\$1.00) ("Rent"). The Rent shall be payable annually on or before June 18th each year at the office of Landlord at 35 Cajon Street, Redlands, California, or at any other place as Landlord may from time to time designate by written notice to Tenant.

ARTICLE 3. USE OF PREMISES

Section 3.01. Permitted Use. During the Term of this Lease, the Premises shall be used for educational purposes, including but not limited to, tutoring, counseling, mentoring and recreational programs and activities. Tenant shall not use or permit the Premises to be used for any other

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 3.03. Waste or Nuisance. Tenant shall not commit, or permit the commission of any waste or nuisance on the Premises. Tenant shall not maintain, commit, or permit the maintenance or commission, of any nuisance on the Premises as defined in Civil Code Section 3479, 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 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 Obligation. Tenant shall pay, and hold Landlord free and harmless from all charges for utilities to the Premises including but not 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 improvements located on the Premises, in their "as is," present condition.

Section 5.02. Maintenance by Tenant. Tenant at its cost shall maintain in good condition all portions of the Premises, including but not limited to the following:

1. The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring and roof.
2. The electrical, plumbing and sewage systems, including those portions of the systems lying within the Premises.
3. Window frames, gutters and downspouts on the building and other improvements that are a part of the Premises.
4. Air conditioning, heating and ventilating systems servicing the Premises (air conditioning and heating filters shall be changed quarterly).
5. Interior maintenance and restrooms, including cleaning.
6. Tenant shall provide a written report to Landlord on or before March 15th of each calendar year that summarizes the necessary repairs or maintenance performed on the

Premises by Tenant during the preceding calendar year, and the anticipated maintenance and capital improvements that may be completed during the then-current calendar year.

7. Upon five (5) days prior written notice, Landlord shall have the right to enter the Premises during a weekday, at reasonable times, for the purpose of determining whether the Premises are in good condition. Should an inspection disclose the need for maintenance or repairs, Landlord will provide Tenant with written notice of any items requiring repair or maintenance. If remedial action is not commenced on said items by Tenant within thirty (30) days from the provision of such notice and diligently pursued to completion thereafter, Landlord and its agents may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at Tenant's expense. The Tenant shall have the right to accompany all Landlord representatives on all such inspections of the Premises. Landlord shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the Tenant.

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 and 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. 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 at the date of this Lease, excluding reasonable wear and tear and repairs required under the terms of this Lease.

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, other than Tenant's students, agents, invitees and employees 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, immediately terminate this Lease.

Section 6.02. Default Defined. The occurrence of the following shall constitute a default and breach of this Lease by Tenant: (1) 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 this Lease.

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 by Landlord of any breach by Tenant for any of the provisions of this Lease shall not constitute a continuing waiver of a waiver of any subsequent breach by Tenant whether 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 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 attorney's fees in that action as determined by the court, including fees for a Party's use of in-house counsel.

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 the Parties to this Lease shall be in writing and 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 1551 Reservoir Road, Redland, California, 92374 or to Landlord at 35 Cajon Street, 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 Lease constitutes the entire agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the 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 the 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 Tax Code 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 unless an applicable exemption exists.

Section 7.07. Assignment. Tenant shall not assign this Lease, or any interest in it, without prior written consent of Landlord. Consent to any one assignment by Landlord shall not be deemed consent to any subsequent assignment. Any such assignment without the prior written consent of Landlord shall be void, and shall at Landlord's option terminate this Lease. Tenant's interest in this Lease shall not be assignable by operation of law, without the written consent of Landlord.

Section 7.08. Hold Harmless, Defense Obligation and Indemnity. Tenant shall defend, indemnify and hold Landlord, and Landlord's elected officials, officers, 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 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.

Section 7.09. Public Liability and Property Damage Insurance. Tenant shall secure and maintain throughout the Term of this Lease public liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, issued by a responsible insurance company licensed to do business in the State of California and acceptable to Landlord. Tenant shall require the carriers of the above required coverage to waive all rights of subrogation against Landlord and its elected officials, officers, employees, agents and volunteers.

The policy shall name Landlord and its elected officials, officers, employees, agents and

volunteers as additional insureds and such insurance shall be primary with respect to Landlord and non-contributory with any insurance or self-insurance programs carried or administered by Landlord. Tenant shall provide Landlord with a certificate of insurance with endorsements evidencing such insurance concurrent with Tenant's execution of this Lease. The policy shall require that before amending or canceling the policy, the issuing insurance company shall give Landlord at least thirty (30) days prior written notice.

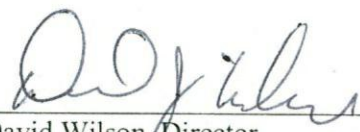
Executed on this 1st day of July, 2014, at Redlands, California.

CITY OF REDLANDS

TRINITY COMMUNITY FOUNDATION



Pete Aguilar, Mayor



David Wilson, Director

See Att.
CA.
Notary →

ATTEST:



Sam Irwin, City Clerk

Exhibit "A"

LEGAL DESCRIPTION OF 1006 OXFORD, REDLANDS, CA

Tract 6904, Lot 20

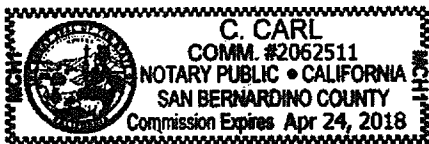
APN 0169091130000

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 09-09-14 before me, C. Carl - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David Wilson
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C. Carl
Signature of Notary Public

Place Notary Seal Above

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: 09-09-14 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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 1, 2014, before me, Jeanne Donaldson, Deputy City Clerk, on behalf of Arthur S. Irwin, City Clerk of the City of Redlands, California, personally appeared Pete Aguilar, Mayor, and Arthur S. Irwin, City Clerk of the City of Redlands, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

ARTHUR S. IRWIN, CITY CLERK

By: Jeanne Donaldson
Jeanne Donaldson, 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 _____
☒ ☐ **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 – 1006 Oxford, Redlands, California

Date of Document: July 1, 2014

Signer(s) Other Than Named Above: David Wilson, Trinity Community Foundation Director