

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

4

AND WHEN RECORDED MAIL TO:

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

Recorded in Official Records, County of
San Bernardino, Errol J. Mackzum, Recorder

No Fee

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SPACE ABOVE FOR RECORDER'S USE ONLY

Lease Agreement

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

Recording Requested by
and when Recorded mail to:
City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373

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

LEASE AGREEMENT

This Lease Agreement is made and entered into this 4th day of August, 1998, (the "Effective Date") by and between the City of Redlands, a municipal corporation (hereinafter "Lessor") and the Redlands Community Music Association, Inc, a non-profit organization (hereinafter "Lessee").

In consideration of the mutual promises contained herein, and for such other good and valuable consideration the receipt of which is hereby acknowledged, the City of Redlands and the Redlands Community Music Association, Inc. agree as follows:

AGREEMENT

Section 1. Premises. Lessor hereby leases to Lessee the real property located at 168 Eureka Street in the City of Redlands (the "Premises").

Section 2. Term. This Lease shall be for a term of five (5) years commencing on the Effective Date. Lessee shall have the option to extend the term of this Lease for successive five (5) year terms (to the extent permitted by law) commencing July 21, 2003 on the same terms and conditions as this Lease. Lessee shall exercise such option by providing written notice to Lessor

within thirty (30) days before the date of expiration of the original term of this Lease, or the then-expiring extension term of this Lease.

Section 3. Rent. Lessee shall pay Lessor rent in the sum of one dollar (\$1) per year for use and occupancy of the Premises. The rent shall be payable on August 1st of each year during the term of this Lease at the office of Lessor at 35 Cajon Street, Redlands, California, 92373.

Section 4. Use of Premises. During the term of this Lease, and any extension thereof, the Premises shall be used by Lessee for offices, meeting rooms, rehearsal rooms, reception rooms and for uses ordinarily related to such purposes. Lessee is also authorized to accept bookings for uses of the Premises by third parties, which bookings shall be mutually agreed upon by Lessee and Lessor, including but not limited to receptions and meetings provided such uses are permitted by the conditional use permit issued for the Premises. All fees for such bookings shall be set and collected by Lessee and shall be the property of Lessee. No other use of the Premises is permitted without the prior written consent of Lessor.

Section. 5. Taxes and Utilities. Lessee shall pay all costs associated with the furnishing of electricity (except for the public restrooms), gas and telephone utilities to the Premises during the term of this Lease, and Lessee shall install a separate meter, at Lessee's cost, for electrical usage to serve the public restrooms within the Premises. Lessor shall pay all costs associated with the furnishing of water, sewer and solid waste services to the Premises during the term of this Lease and shall be responsible for all electricity charges to the public restrooms.

Section 6. Alterations and Repairs. Lessee accepts the Premises, as well as all improvements located thereon, in their present condition as is, except that Lessor shall remove all contents from storage buildings located at the rear of the Premises in a timely fashion.

Section 7. Maintenance of Premises by Lessee. Lessee shall, at its own cost, maintain the Premises and all improvements in good order and repair, reasonable wear and tear excepted, except as provided in Section 7.1 below. Lessor shall have the right to enter the Premises, at reasonable times, for inspection purposes. Should an inspection disclose the need for maintenance or repairs, Lessor will provide Lessee with written notice of any items requiring repair or maintenance. If action is not taken on said items by Lessee with thirty (30) days from the provision of such notice, Lessor and its agents may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at Lessee's expense. Lessee shall also be responsible for any costs of any repairs to the structural elements of the Premises caused by Lessee's or its employees, agents and invitee's actions.

Section 7.1 Maintenance of Premises by Lessor. Lessor shall be responsible for maintenance and repair of the structural elements of the Premises. "Structural Elements" shall include the roof, gutters, downspouts, exterior walls, doors, windows, structural supports and foundation of the Premises. Lessor shall also maintain the grounds and landscaping of the Premises and the public restrooms, including cleaning, prior to and after scheduled functions at the Redlands Bowl.

Section 8. Surrender of Premises. On expiration or earlier termination of this Lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as the Premises are in on the date of this Lease, excluding reasonable wear and tear.

Section 9. Improvements. Lessee shall not make any improvements to the Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld. All Lessee proposals for improvements shall be submitted in writing to Lessor for its consideration and prior approval. Lessor shall approve or disapprove said proposals within twenty (20) days of their submission. Lessor acknowledges that Lessee intends to make improvements to facilitate the use of the Premises as described in Section 4 above. Planned improvements include, but are not limited to, the removal of the storage buildings at the rear of the Premises and the construction of restrooms which will be available to the public during functions at the Redlands Bowl, and at such other functions as Lessor may determine. Lessee shall have the right to remove all improvements made by it to the Premises provided such removal results in no damage to the Premises, reasonable wear and tear excepted. Any improvements made to the Premises, and not removed by Lessee shall, on expiration or earlier termination of this Lease, remain on the Premises and become the property of Lessor.

Section 10. Indemnity. Lessee shall defend, indemnify and hold harmless Lessor, its elected officials, officers and employees from and against any and all liability resulting from the Lessee's negligent acts or omissions, and intentional wrongful acts of Lessee, and its agents and employees and invitees (except those members of the public making use of the public restrooms), during

Lessee's occupation and use of the Premises during the term of this Lease. Such indemnification shall not exceed the maximum coverage provided by the insurance specified in Section 11 below.

Lessor shall defend, indemnify and hold harmless Lessee, its officers, directors and employees from and against any and all liability resulting from the Lessor's negligent acts or omissions, and intentional wrongful acts of Lessor, and its agents and employees during Lessee's occupation and use of the Premises during the term of this Lease.

Section 11. Public Liability and Property Damage Insurance. Lessee shall maintain at its own cost for the term of this Lease, public liability insurance in the amount of \$1,000,000, issued by a responsible insurance company licensed to do business in the State of California and acceptable to Lessor. Lessee shall provide Lessor with a certificate of insurance showing Lessor to be an additional insured on the policy. Such insurance shall be primary with respect to Lessor and non-contributory to any insurance or self-insurance maintained by Lessor. The policy shall require that before amending or canceling the policy, the issuing insurance company shall give Lessor at least 30 days prior written notice. Lessee shall obtain at its own cost, insurance to cover damage or destruction of all fixtures, equipment and other items located on the Premises.

Section 12. Assignment of Rights. Lessee shall not encumber, assign, sublease or otherwise transfer this Lease or any right or interest therein without the prior written consent of Lessor. Any such encumbrance, assignment, sublease or transfer without such prior consent of Lessor shall

constitute an immediate breach of this Lease and may, at the sole discretion of Lessor, result in the immediate termination of this lease.

Section 13. Attorneys' Fees. In 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 and other relief, be entitled to the recovery of its reasonable attorneys' fees.

Section 14. Personal Property Insurance. Lessee shall, at its own cost, maintain an insurance policy issued by a reputable insurance company authorized to do business in the State of California and acceptable to Lessor insuring, all fixtures, equipment, furniture and personalty. Lessor assumes no responsibility for the loss, damage or destruction of items belonging to Lessee or others on the Premises.

Section 15. Possessory Interest. In accordance with California Revenue and Tax Code Section 107.6, Lessor is hereby notifying Lessee 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 payment (or non-payment) of such taxes.

Section 16. Notices. Any and all notices required or permitted by this Lease shall be in writing and shall be deemed served when personally delivered or when deposited in the United States

Mail, first-class postage paid to Lessor at 35 Cajon Street, Redlands, CA 92373-1505 and to Lessee at 168 Eureka , Redlands, CA 92373.

Section 17. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the leasing of the Premises to Lessee. Any prior written or oral agreements or representations respecting the Premises or their leasing by Lessor or Lessee not expressly set forth are null and void.

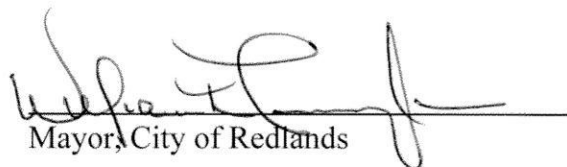
Section 18. Modifications. Any and all modifications to this Lease shall be in writing and executed by both parties.

Section 19. Termination. Notwithstanding any other provision of this Lease, Lessor may terminate this Lease during any term or extension of term thereof, without cause, by giving Lessee written notice anytime within one (1) year prior to the expiration of such term or extension thereof. In the event of any termination of this Lease by Lessor, Lessor shall pay to Lessee the then-appraised value of any capital improvements to the Premises made by Lessee during the term of this Lease.

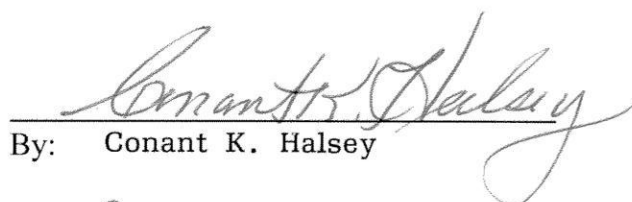
Section 20. Severability. If any particular provision of this Lease is held invalid or unenforceable for any reason, this Lease shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Executed on 4th day of August, 1998, at Redlands, California.

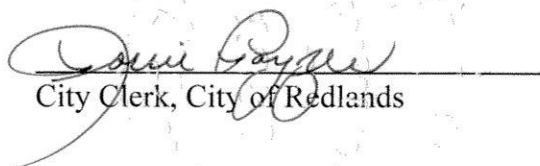
CITY OF REDLANDS (Lessor)


Mayor, City of Redlands

REDLANDS COMMUNITY MUSIC
ASSOCIATION, INC. (Lessee)


By: Conant K. Halsey

ATTEST:


City Clerk, City of Redlands


By: David B. Raff

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 4, 1998, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared William E. Cunningham 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, California

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

Title or Type of Document: Lease Agreement for property at 168 Eureka Street, Redlands
Date of Document: August 4, 1998
Signer(s) Other Than Named Above: Redlands Community Music Association

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 10, 1998, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Conant K. Halsey and David B. Raff { x } personally known to me - or - { } 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.

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): President and Chief Financial Officer  
Entity Represented: Redlands Community Music Association , Inc.

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

Title or Type of Document: Lease Agreement

Date of Document: August 4, 1998

Signer(s) Other Than Named Above: William E. Cunningham and Lorrie Poyzer

EXHIBIT "A"
Lease Agreement dated August 4, 1998
between
City of Redlands
and
Redlands Community Music Association, Inc.

LEGAL DESCRIPTION
168 South Eureka Street
Redlands, California
Assessor's Parcel No. 171-244-30

Lot 1 in Block "B" of SMILEY ADDITION, in the City of Redlands, County of San Bernardino, as per plat recorded in Book 13 of Maps, page 31, records of said County.

Subject to: covenants, conditions, restrictions, reservations, rights, rights of way and easements of record.

Mary Clegg, Todd Sanders, and Jack Walker and authorized the Mayor and City Clerk to execute the documents on behalf of the City.

Funds - Contract - Cable Television - On motion of Councilmember Gilbreath, seconded by Councilmember George, the City Council approved, by AYE votes of all present, extension of the contract with Gerald Hanson for cable television consultant services through June 30, 1999, and to appropriate \$3,000.00 to cover the cost of the contract.



Lease Agreement - Redlands Community Music Association - On motion of Councilmember Gilbreath, seconded by Councilmember George, the City Council approved, by AYE votes of all present, a revised lease agreement between the City of Redlands and the Redlands Community Music Association for 168 South Eureka Street, and authorized the Mayor and City Clerk to execute the document on behalf of the City. Mayor Cunningham reported both parties had finally hammered out agreeable terms in regards to the utilities and thanked everyone for their patience.

PLANNING AND COMMUNITY DEVELOPMENT

Sign Code - Automobile Dealerships - Community Development Director Shaw reported the City received a letter from Brian J. Wood, General Manager of Redlands Ford, written on behalf of the car dealers in the City of Redlands requesting modifications from the provisions of the new Sign Code for signs associated with the automobile dealerships. The letter identifies three categories of signs for which the car dealers would like reconsideration: (1) pennants, streamers, or similar devices which are suspended from ropes, strings, or similar devices; (2) pole signs; and (3) tethered balloons or balloons of any shape or size including those filled with air or lighter-than-air gases. Staff has recognized the unique situation of car dealers and their need to compete regionally with car dealers within the Inland Empire. The City may want to consider standards that are more flexible for automobile dealerships than would otherwise be permitted. If the City Council concurs, staff will initiate an ordinance text amendment which would be reviewed by the Planning Commission. After a public hearing, the Planning Commission would then make a recommendation to the City Council. The City Council would make the final decision on whatever final amendments would be deemed appropriate. Recognizing their unique position, Councilmember Cunningham moved to direct staff to initiate an ordinance text amendment to allow changes in the signage for automobile dealerships. Motion seconded by Councilmember George and carried by AYE votes of all present.

Federal Summer Jobs Program - The United States Conference of Mayors has notified us that the Federal Summer Jobs Program is facing elimination for the summer of 1999. Councilmember Freedman will follow up on this matter.

909 Area Code Study - The Telecommunications Act of 1996 directed the Federal Communications Commission (FCC) to designate an impartial numbering administrator to make telecommunications numbering available on an equitable basis. The 909 area code in California is projected to exhaust during the fourth quarter of 1999. On August 4, 1998, a meeting will be held in Norco to receive input from a broad range of local jurisdiction representatives. Councilmember Freedman requested staff to obtain copies of the maps referred to in the letter from Lockheed Martin IMS. No one will be able to attend the meeting as a City Council meeting will be held on the same day.

Downtown Trolley - Councilmember George urged the City Council to study the possibility of operating a trolley in town. He felt other entities (such as the University of Redlands, ESRI, Downtown Redlands Business Association) might be willing to join in a public/private partnership. Mayor Cunningham thought funds might be available from the Air Quality Management District. Councilmember George moved to direct staff to look into funding sources for the purchase of an electric or low emissions level natural gas trolley to operate in town and to report back to the City Council their findings along with research on the cost of options. Motion seconded by Councilmember Banda and carried unanimously.

UNFINISHED BUSINESS



Agreement - Redlands Community Music Association - A draft lease agreement between the City of Redlands and the Redlands Community Music Association for property located at 168 South Eureka Street was presented for the City Council's consideration. Mayor Cunningham reviewed the items in the proposed lease and moved to approve the lease agreement between the City of Redlands and the Redlands Community Music Association and authorized the Mayor and City Clerk to execute the document on behalf of the City. Motion seconded by Councilmember Freedman and carried unanimously.

CLOSED SESSION

The City Council meeting recessed at 4:00 P.M. to a Redevelopment Agency meeting and reconvened at 4:01 P.M. to a closed session to discuss the following: