

**THE CITY OF SAN DIEGO**

June 14, 2002

Ms. Sandra Ferraris
Bay View Transitional Housing
446 26th Street
San Diego, CA 92102

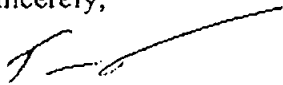
Dear Ms. Ferraris:

Subject: Renewal of the Office Space Lease Agreement - The City of San Diego/
Dalmar Properties - 446 26th Street

In accordance with Article 3., Term, Section A, of the above-referenced lease agreement, the City of San Diego is exercising its right to renew the lease for another year commencing August 1, 2002.

Please confirm your approval of this renewal by signing and returning the original letter to our office at the address below by June 30, 2002. Should you have any questions, please contact Vladimir Balotsky (619) 235-5248.

Sincerely,



Tim Rothans
Deputy Director

TCR/VEB/cdj

cc: Nancy Adachi, San Diego Police Department
Craig Gibson, Supervising Property Agent

Lease File: City/Dalmar Properties

H:\WPO\2002\Balotsky\L-FERRARIS.doc

APPROVED BY:

Bay View Transitional Housing

Title: PrincipalDate: 7/2/02**Real Estate Assets**

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199



THE CITY OF SAN DIEGO

October 3, 2001

Mr. Normal H. Jones
Bay View Medical Center
446 26th Street
San Diego, CA 92102

Reference: San Diego Police Storefront Office - 446 26th Street

Dear Mr. Jones:

Our records indicate that the lease for 446 26th Street has expired. Per Article 3, section A of the lease, the City of San Diego is exercising its right to extend the lease for another year, commencing August 1, 2001.

Please confirm your approval of this extension by signing below, and returning the original letter to our office. If you have any questions, you may contact me at (619) 236-6066.

Sincerely,

David Martens
Property Agent

DCM/jmj

APPROVED BY:

City of San Diego, a California
municipal corporation
Real Estate Assets Department

Madison Wiggins (Date) 10/23/01
Supervising Property Agent

APPROVED BY:

Bay View Medical Center

Normal H. Jones, Landlord (Date)

I:\WPO\2001\Martens\L-JONES.wpd



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706





THE CITY OF SAN DIEGO

August 31, 2000

Mr. Normal H. Jones
Bay View Medical Center
446 26th Street
San Diego, CA 92102

Reference: San Diego Police Storefront Office - 446 26th Street

Dear Mr. Jones:

Our records indicate that the lease for 446 26th Street has expired. Per Article 3, section A of the lease, the City of San Diego is exercising its right to extend the lease for another year, commencing August 1, 2000.

Please confirm your approval of this extension by signing below, and returning the original letter to my office. If you have any questions, you may contact me at (619) 236-6081.

Sincerely,

Diana Lozano-Monaco, RPA
Property Agent for Office Space Program

APPROVED BY: City of San Diego,
a California municipal corporation

Real Estate Assets Department

9-5-00

Lucille M. Goodman (Date)
Asset Marketing Supervisor

APPROVED BY: Bay View Medical Center

9/12/2000

Normal H. Jones, Landlord (Date)

H:\WPWDATA\dalmarPDextensionltr

Normal Jones - 234-2180



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706



THE CITY OF SAN DIEGO

September 18, 1998

Bay View Medical Center

~~Dalmar Properties~~

446 26th Street

San Diego, CA 92102

RE: Police Community Relations Satellite Office / 446 26th Street

Dear Landlord,

The City of San Diego wishes to renew its tenency at the subject location for another year, commencing August 1, 1998.

Please confirm this extension by indicating your approval below, and returning the original letter to me in the envelope provided.

Thank you in advance.

Sincerely,

Diana M. Logan for.

ALBERT C. GAUDIO

Property Agent

Encl.

A one-year extension of term, commencing 8-1-98 is hereby approved.

Samuel H. Jones
(Landlord)

10/20/98
(Date)



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199

Tel (619) 236-6020 Fax (619) 236-6706



LEASE

ARTICLE 1. - BASIC LEASE PROVISIONS

- A. DATE: August 1, 1996
- B. LANDLORD: DALMAR PROPERTIES
446 26th Street
San Diego, CA 92102
- PHONE: (619) 685-4880
FAX: (619) 685-4870
- C. TENANT: City of San Diego
- PHONE:
FAX:
- D. TENANT'S FORM OF BUSINESS: SDPD Community Relations Office

ARTICLE 2. - PREMISES

- A. Landlord leases to Tenant and Tenant leases from Landlord the premises known as personnel offices on the lobby floor of Bay View Medical Center, 446 26th St., San Diego, CA 92102, having dimensions of approximately 355 square feet.
- B. Tenant has personally inspected and measured the floor area and agrees that for the purposes of this Lease, Tenant's floor area is as indicated above.

ARTICLE 3. - TERM

- A. The term shall be one year, commencing on Aug. 1, 1996 and ending on Jul. 31, 1997. Term is subject to annual renewal, in one year increments, upon approval of both parties.

ARTICLE 4. - RENT

- A. Not applicable.

ARTICLE 5. - REPAIR AND MAINTENANCE

- A. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises in good condition and repair, ordinary wear and tear excepted.
- B. Notwithstanding the provisions of Article A (above), Landlord shall repair and maintain the structural portions of the building, including exterior walls and roof, basic plumbing, air-conditioning, heating, sewer, common area lighting and electrical systems. In the event such maintenance and repairs are caused in part or in whole by neglect, fault or omission of any duty by the Tenant, then Tenant shall pay to Landlord the reasonable cost of such maintenance and repair.
- C. The cost of cleaning, replacing light bulbs, janitorial items and pest control within the Tenant's Premises will be the sole responsibility and expense of the Tenant.

ARTICLE 6. - ALTERATIONS AND ADDITIONS

- A. Tenant shall not, without Landlord's written consent, make any alterations, improvements or additions in or about the Premises, nor post any signs.
- B. Any alterations or additions made shall remain on and be surrendered with the Premises on the expiration or termination of the Lease.

ARTICLE 7. - HOLD HARMLESS

- A. Tenant shall indemnify and hold Landlord harmless for and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising heretofore. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises.

ARTICLE 8. - INSURANCE

- A. Tenant shall furnish proof of liability insurance prior to occupancy.

ARTICLE 9. - ASSIGNMENT AND SUBLETTING

- A. Tenant shall not assign, transfer, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises without Landlord's prior written consent.
- B. Tenant shall pay to Landlord the sum of Two Hundred Fifty Dollars (\$250.00) to cover Landlord's administrative costs in connection with any assignment or subletting.

ARTICLE 10. - SURRENDER

- A. On the last day of the term of the Lease, Tenant shall surrender the Premises in good, clean condition, ordinary wear and tear excepted.

ARTICLE 11. - HOLDOVER

- A. If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month to month at a rental in the amount of the last monthly rent, plus all other charges payable thereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy.

ARTICLE 12. - DEFAULT

- A. It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. The Landlord may, at its option, either maintain this Lease in full force and effect and recover the rent and any other charges as they become due or, in the alternative, terminate this Lease. In addition, the Landlord may recover all rentals and any other damages and pursue any other rights and remedies that the Landlord may have against the Tenant by reason of such default as provided by law.

ARTICLE 13. - BINDING OR SUCCESSORS AND ASSIGNS

- A. Each provision of this lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

ARTICLE 14. - LEASEHOLD UNSECURED PROPERTY

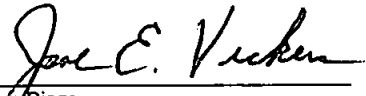
- A. As a part of this Lease and included within the amount of monthly rent, there is attached hereto as Exhibit B, a personal property inventory of various pieces of furniture, equipment and fixtures. The furniture, equipment and fixtures are to remain at the Premises upon the termination of this Lease.

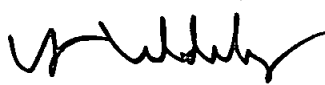
The parties hereto have executed this Lease on the date first above written.

LANDLORD:

By: 
Procure Net, L.C.
Dennis A. Leatherman, D.C.
Managing Member DAL II LIC
DALMAR Properties
A California Limited Partnership

TENANT:

By: 
City of San Diego
Jane E. Vickers
Supervisor
Real Estate Assets Department

Approved as to form & legality


LEASE

ARTICLE 1. - BASIC LEASE PROVISIONS

- A. DATE: August 1, 1996
- B. LANDLORD: DALMAR PROPERTIES
446 26th Street
San Diego, CA 92102
- PHONE: (619) 685-4880
FAX: (619) 685-4870
- C. TENANT: City of San Diego
- PHONE:
FAX:
- D. TENANT'S FORM OF BUSINESS: SDPD Community Relations Office

ARTICLE 2. - PREMISES

- A. Landlord leases to Tenant and Tenant leases from Landlord the premises known as personnel offices on the lobby floor of Bay View Medical Center, 446 26th St., San Diego, CA 92102, having dimensions of approximately 355 square feet.
- B. Tenant has personally inspected and measured the floor area and agrees that for the purposes of this Lease, Tenant's floor area is as indicated above.

ARTICLE 3. - TERM

- A. The term shall be one year, commencing on Aug. 1, 1996 and ending on Jul. 31, 1997. Term is subject to annual renewal, in one year increments, upon approval of both parties.

ARTICLE 4. - RENT

- A. Not applicable.

ARTICLE 5. - REPAIR AND MAINTENANCE

- A. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises in good condition and repair, ordinary wear and tear excepted.
- B. Notwithstanding the provisions of Article A (above), Landlord shall repair and maintain the structural portions of the building, including exterior walls and roof, basic plumbing, air-conditioning, heating, sewer, common area lighting and electrical systems. In the event such maintenance and repairs are caused in part or in whole by neglect, fault or omission of any duty by the Tenant, then Tenant shall pay to Landlord the reasonable cost of such maintenance and repair.
- C. The cost of cleaning, replacing light bulbs, janitorial items and pest control within the Tenant's Premises will be the sole responsibility and expense of the Tenant.

ARTICLE 6. - ALTERATIONS AND ADDITIONS

- A. Tenant shall not, without Landlord's written consent, make any alterations, improvements or additions in or about the Premises, nor post any signs.
- B. Any alterations or additions made shall remain on and be surrendered with the Premises on the expiration or termination of the Lease.

ARTICLE 7. - HOLD HARMLESS

- A. Tenant shall indemnify and hold Landlord harmless for and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising heretofor. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises.

ARTICLE 8. - INSURANCE

- A. Tenant shall furnish proof of liability insurance prior to occupancy.

ARTICLE 9. - ASSIGNMENT AND SUBLETTING

- A. Tenant shall not assign, transfer, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises without Landlord's prior written consent.
- B. Tenant shall pay to Landlord the sum of Two Hundred Fifty Dollars (\$250.00) to cover Landlord's administrative costs in connection with any assignment or subletting.

ARTICLE 10. - SURRENDER

- A. On the last day of the term of the Lease, Tenant shall surrender the Premises in good, clean condition, ordinary wear and tear excepted.

ARTICLE 11. - HOLDOVER

- A. If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month to month at a rental in the amount of the last monthly rent, plus all other charges payable thereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy.

ARTICLE 12. - DEFAULT

- A. It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. The Landlord may, at its option, either maintain this Lease in full force and effect and recover the rent and any other charges as they become due or, in the alternative, terminate this Lease. In addition, the Landlord may recover all rentals and any other damages and pursue any other rights and remedies that the Landlord may have against the Tenant by reason of such default as provided by law.

ARTICLE 13. - BINDING OR SUCCESSORS AND ASSIGNS

- A. Each provision of this lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

ARTICLE 14. - LEASEHOLD UNSECURED PROPERTY

- A. As a part of this Lease and included within the amount of monthly rent, there is attached hereto as Exhibit B, a personal property inventory of various pieces of furniture, equipment and fixtures. The furniture, equipment and fixtures are to remain at the Premises upon the termination of this Lease.

The parties hereto have executed this Lease on the date first above written.

LANDLORD:

By: 

Procure Net, L.C.
Dennis A. Leatherman, D.C.
Managing Member DAL II LIC
DALMAR Properties
A California Limited Partnership

TENANT:

By: 

City of San Diego
Jane E. Vickers
Supervisor
Real Estate Assets Department

Approved as to form + legality


LEASE**ARTICLE 1. - BASIC LEASE PROVISIONS**

- A. DATE: July 16, 1996
- B. LANDLORD: DALMAR PROPERTIES
446 26th Street
San Diego, CA 92102
- PHONE: (619) 685-4883
FAX: (619) 685-4870
- C. TENANT: City of San Diego
- PHONE:
FAX:
- D. TENANT'S FORM OF BUSINESS: SDPD Community Relations Office

ARTICLE 2. - PREMISES

- A. Landlord leases to Tenant and Tenant leases from Landlord the premises known as personnel offices on the lobby floor of Bay View Medical Center, 446 26th St., San Diego, CA 92102, having dimensions of approximately 385 square feet.
- B. Tenant has personally inspected and measured the floor area and agrees that for the purposes of this Lease, Tenant's floor area is as indicated above.

ARTICLE 3. - TERM

- A. The term shall be one year, commencing on Aug. 1, 1996 and ending on Jul. 31, 1997.

ARTICLE 4. - RENT

- A. Not applicable.

ARTICLE 5. - REPAIR AND MAINTENANCE

- A. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises in good condition and repair, ordinary wear and tear excepted.
- B. Notwithstanding the provisions of Article A (above), Landlord shall repair and maintain the structural portions of the building, including exterior walls and roof, basic plumbing, air-conditioning, heating, sewer, common area lighting and electrical systems. In the event such maintenance and repairs are caused in part or in whole by neglect, fault or omission of any duty by the Tenant, then Tenant shall pay to Landlord the reasonable cost of such maintenance and repair.
- C. The cost of cleaning, replacing light bulbs, janitorial items and pest control within the Tenant's Premises will be the sole responsibility and expense of the Tenant.

ARTICLE 6. - ALTERATIONS AND ADDITIONS

- A. Tenant shall not, without Landlord's written consent, make any alterations, improvements or additions in or about the Premises, nor post any signs.
- B. Any alterations or additions made shall remain on and be surrendered with the Premises on the expiration or termination of the Lease.

ARTICLE 7. - HOLD HARMLESS

- A. Tenant shall indemnify and hold Landlord harmless for and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising hereafter. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises.

ARTICLE 8. - INSURANCE

- A. Tenant shall furnish proof of liability insurance prior to occupancy.

ARTICLE 9. - ASSIGNMENT AND SUBLETTING

- A. Tenant shall not assign, transfer, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises without Landlord's prior written consent.
- B. Tenant shall pay to Landlord the sum of Two Hundred Fifty Dollars (\$250.00) to cover Landlord's administrative costs in connection with any assignment or subletting.

ARTICLE 10. - SURRENDER

- A. On the last day of the term of the Lease, Tenant shall surrender the Premises in good, clean condition, ordinary wear and tear excepted.

ARTICLE 11. - HOLDOVER

- A. If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month to month at a rental in the amount of the last monthly rent, plus all other charges payable thereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy.

ARTICLE 12. - DEFAULT

- A. It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. The Landlord may, at its option, either maintain this Lease in full force and effect and recover the rent and any other charges as they become due or, in the alternative, terminate this Lease. In addition, the Landlord may recover all rentals and any other damages and pursue any other rights and remedies that the Landlord may have against the Tenant by reason of such default as provided by law.

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ARTICLE 14. - LEASEHOLD UNSECURED PROPERTY

- A. As a part of this Lease and included within the amount of monthly rent, there is attached hereto as Exhibit B, a personal property inventory of various pieces of furniture, equipment and fixtures. The furniture, equipment and fixtures are to remain at the Premises upon the termination of this Lease.

The parties hereto have executed this Lease on the date first above written.

LANDLORD:

TENANT:

By: _____
 Procure Net, L.C.
 Dennis A. Leatherman, D.C.
 Managing Member DAL II LLC
 DALMAR Properties
 A California Limited Partnership

By: _____

LEASE

ARTICLE 1. - BASIC LEASE PROVISIONS

- A. DATE: July 18, 1996
- B. LANDLORD: DALMAR PROPERTIES
440 26th Street
San Diego, CA 92108
PHONE: (619) 638-4860
FAX: (619) 638-4870
- C. TENANT: City of San Diego
PHONE:
FAX:
- D. TENANT'S FORM OF BUSINESS: SDPD Community Relations Office

*P.D.'s
approval*

Post-it brand fax transmittal memo 7671	To: Capt. Harrison	From: C. Anderson
	Dept.	Phone #
	Fax #	
12768		67073

ARTICLE 2. - PREMISES

- A. Landlord leases to Tenant and Tenant leases from Landlord the premises known as personnel offices on the lobby floor of Bay View Medical Center, 440 26th St., San Diego, CA 92108, having dimensions of approximately 200 square feet.
- B. Tenant has personally inspected and measured the floor area and agrees that for the purposes of this Lease, Tenant's floor area is as indicated above.

ARTICLE 3. - TERM

- A. The term shall be one year, commencing on Aug. 1, 1996 and ending on Jul. 31, 1997.

ARTICLE 4. - RENT

- A. Not applicable.

ARTICLE 5. - REPAIR AND MAINTENANCE

- A. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises in good condition and repair, ordinary wear and tear excepted.
- B. Notwithstanding the provisions of Article A (above), Landlord shall repair and maintain the structural portions of the building, including exterior walls and roof, basic plumbing, air conditioning, heating, sewer, common area lighting and electrical systems. In the event such maintenance and repairs are caused in part or in whole by neglect, fault or omission of any duty by the Tenant, then Tenant shall pay to Landlord the reasonable cost of such maintenance and repair.
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- B. Any alterations or additions made shall remain on and be surrendered with the Premises on the expiration or termination of the Lease.

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- A. Tenant shall furnish proof of liability insurance prior to occupancy.

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- A. On the last day of the term of the Lease, Tenant shall surrender the Premises in good, clean condition, ordinary wear and tear excepted.

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- A. If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month to month at a rental in the amount of the last monthly rent, plus all other charges payable thereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy.

ARTICLE 12. - DEFAULT

- A. It is covenanted between the parties hereto that if any rent shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. The Landlord may, at its option, either maintain this Lease in full force and effect and recover the rent and any other charges as they become due or, in the alternative, terminate this Lease. In addition, the Landlord may recover all rentals and any other damages and pursue any other rights and remedies that the Landlord may have against the Tenant by reason of such default as provided by law.

ARTICLE 13. - BINDING ON SUCCESSORS AND ASSIGNS

- A. Each provision of this lease performed by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

ARTICLE 14. - LEASEHOLD UNIMPROVED PROPERTY

- A. As a part of this lease and included within the amount of monthly rent, there is attached hereto as Exhibit B, a personal property inventory of various pieces of furniture, equipment and fixtures. The furniture, equipment and fixtures are to remain at the Premises upon the termination of this lease.

The parties hereto have executed this Lease on the date first above written.

LANDLORD:

By: _____
Preston Not, L.C.
Dennis A. Beckham, D.C.
Managing Member DAL II LLC
DALMAR Properties
A California Limited Partnership

TENANT:

By: *[Signature]*
Captain 7/30/96