

LEASE AGREEMENT

STEVE EPSTEN, MOBILE HOMES ACCEPTANCE CORPORATION, (LESSOR) hereby leases to THE CITY OF SAN DIEGO, a municipal corporation (CITY), the below-described premises in the City of San Diego, County of San Diego, State of California, upon the following conditions:

1. PREMISES. That certain building and lot consisting of approximately 700 square feet, located at 303 N. 47th Street as described in Exhibit A.
2. PURPOSE. CITY shall have exclusive use of the premises for the purpose of operating a Police Administrative Office and for other related or incidental purposes.
3. TERM. The term shall be one year, commencing on April 1, 1995 and terminating on March 31, 1996.
4. RENT. No rent shall be payable by CITY. Consideration for the use of the premises shall be CITY'S operation of Police Administrative Office.
5. UTILITIES. LESSOR shall pay for all water, gas and electric services to the leased premises.
6. TAXES. LESSOR agrees to pay, before delinquency, all taxes, assessments and fees assessed or levied on the premises, including the land and building.
7. MAINTENANCE AND REPAIR. LESSOR shall be responsible for maintaining the mobile home in sound structural condition, including roof, exterior plumbing and electrical wiring for said structure, and maintaining HVAC unit in an operable condition. CITY shall keep the premises in a safe and sanitary condition. CITY agrees to notify LESSOR within 24 hours if any safety discrepancies are discovered on the premises.
8. IMPROVEMENTS/ALTERATIONS. No improvements or structures shall be constructed on the premises without prior written approval by the LESSOR.
9. SURRENDER OF PREMISES. CITY shall vacate the premises in as good order and repair as such premises now are, ordinary wear and tear excepted, and shall remove all its materials, equipment and property installed by CITY or otherwise located thereon.
10. LEGAL FEES. In the event of any litigation regarding this agreement, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
11. ASSIGNMENT AND SUBLETTING. CITY shall not sublet the premises or any part thereof, without the prior written consent of LESSOR.

12. HOLDING-OVER. Any holding-over after the expiration of said term by CITY with consent of LESSOR, expressed or implied, shall be regarded as a tenancy from month to month, and shall be subject to all covenants and conditions hereof.
13. QUIET POSSESSION. CITY performing the provisions of this lease agreement shall, and may at all times during the said term, peaceable and quietly have, hold and enjoy said premises for the term hereof.
14. NOTICES. Written notice to CITY shall be delivered or mailed to the City Manager of San Diego, Attention Real Estate Assets Director, 202 "C" Street, San Diego, CA 92101-4155. Written notices to LESSOR shall be delivered or mailed to Steve Epstein, 1143 East Main Street, El Cajon, CA 92021.
15. VERBAL REPRESENTATIONS. This contract contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied, except as are fully set forth herein. This contract cannot be enlarged, modified or changed in any respect except by written agreement between the said parties.
16. INDEMNITY. LESSOR agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSOR'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the operation of the premises or the work to be performed under this agreement, and all expenses of investigating and defending against same; provided, however that LESSOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the CITY, its agents, officers, or employees.

17. INSURANCE. The CITY is a self-insured municipal corporation.
18. SECURITY. CITY shall not be responsible for providing any security to the premises or to the adjacent offices and parking lot.

LESSOR:

STEVE EPSTEN
MOBILE HOME ACCEPTANCE CORP.

By: Steve Epstein

Date: 4-25-95

LESSEE:

CITY OF SAN DIEGO

By: Robert J. Collins

Date: 4-28-95

APPROVED AS TO FORM AND LEGALITY THE 28 DAY OF
April, 1995

JOHN W. WITT, City Attorney

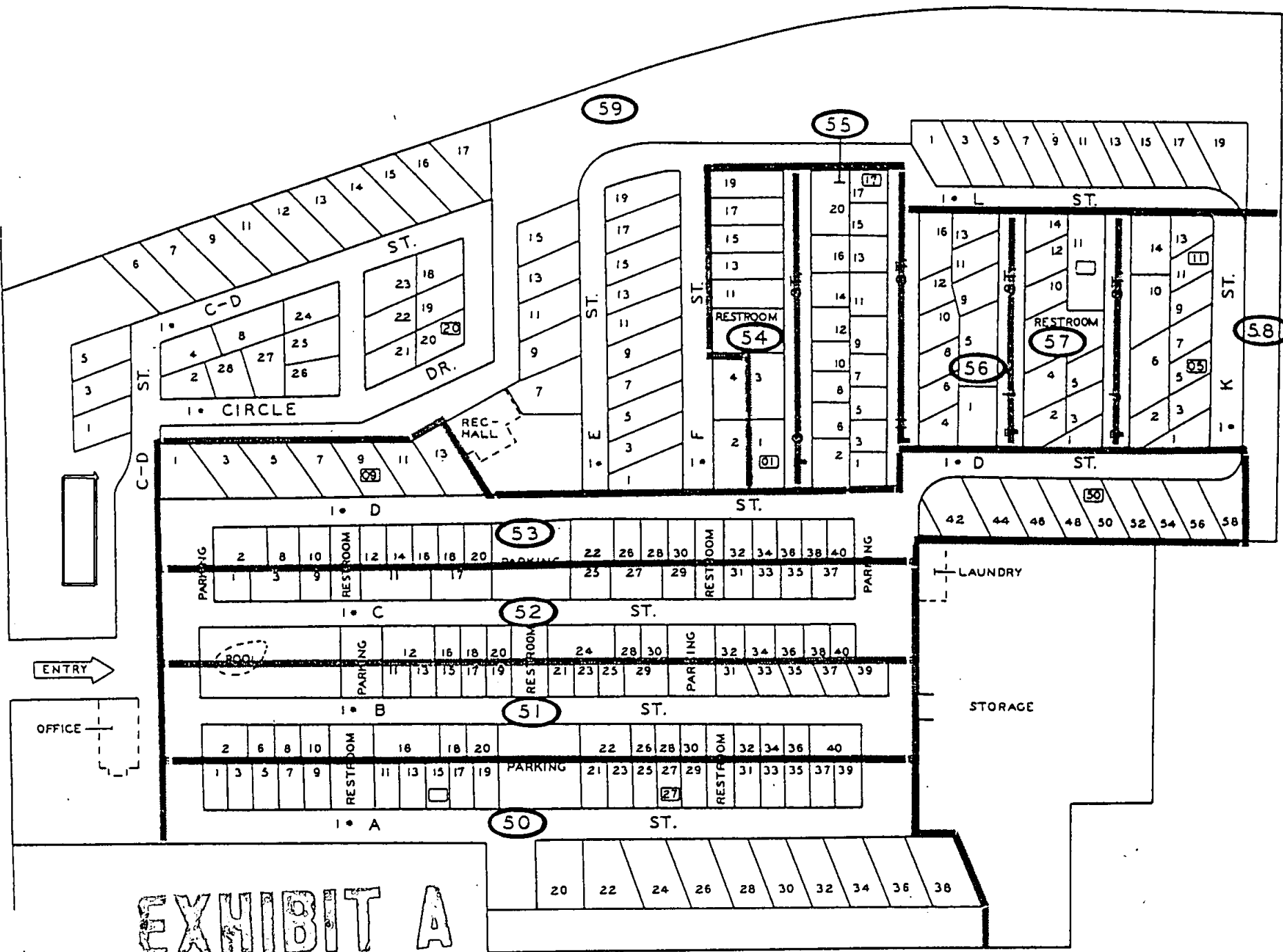
By: John W. Witt
Deputy City Attorney

CEBK:rc-j

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EXHIBIT A

1* PRIVATE STREET

303 N. 47TH ST.
EL REY TRAILER PARK
MAPPED FOR MOBILE HOME ASSESSMENT ONLY

J.B.K.
2-8-84