



Real Estate Assets Department
SDC003

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



ORIGINAL



LEASE AGREEMENT

BETWEEN

CITY OF SAN DIEGO

AND

RANCHO SANTA FE FARMS, INC.

TABLE OF CONTENTS

1.	<u>Leased Premises</u>	1
2.	<u>Sole Permitted Uses</u>	1
3.	<u>Term of Lease</u>	1
4.	<u>Right to Extend</u>	1
5.	<u>Holdover</u>	1
6.	<u>Rent</u>	1
7.	<u>Delinquent Rent</u>	2
8.	<u>Time and Place of Payment</u>	2
9.	<u>Security Deposit</u>	2
10.	<u>Indemnity</u>	2
11.	<u>Insurance</u>	3
12.	<u>Prohibited Uses</u>	4
13.	<u>Defaults and Remedies</u>	4
14.	<u>Signs</u>	6
15.	<u>Attorney' Fees</u>	6
16.	<u>Amendment of Lease</u>	6
17.	<u>Possession by LESSEE</u>	7
18.	<u>Acceptance of Premises</u>	7
19.	<u>Entry and Inspection</u>	7
20.	<u>Improvements/Alterations</u>	7
21.	<u>Compliance with Law</u>	8
22.	<u>Hazardous/Toxic Waste</u>	8
23.	<u>Notices</u>	9
24.	<u>Assignment and Subletting</u>	9
25.	<u>Successors and Assigns</u>	10
26.	<u>Nondiscrimination</u>	10
27.	<u>CITY Approval</u>	10
28.	<u>Equal Opportunity</u>	10
29.	<u>Taxes</u>	11
30.	<u>CITY Employee Participation Policy</u>	11
31.	<u>Drug-free Workplace</u>	11
32.	<u>Disabled Access Compliance</u>	12
33.	<u>Water Supply Line</u>	12
34.	<u>Signature Page</u>	14
	<u>Exhibit A</u>	15

CITY OF SAN DIEGO LEASE

THIS LEASE AGREEMENT ("Lease") is executed between the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and RANCHO SANTA FE FARMS, INC., a California corporation ("LESSEE").

CITY and LESSEE agree as follows:

1. Leased Premises. A fifteen (15) foot wide border along the eastern boundary of City-owned property located between I-5 and El Camino Real, south of Via de la Valle, known as APN 290-040-48, 299-043-10, 13, 14 and 15, situated in the City of San Diego, County of San Diego, State of California, and as specifically set forth on the attached Exhibit "A" ("Premises"), incorporated by this reference.
2. Sole Permitted Uses. The Premises are leased to LESSEE solely and exclusively for the purposes of the placement of an above-ground water supply line ("Water Supply Line") to provide water to a site north of the Premises.
3. Term of Lease. The term of this Lease shall be for one (1) year. The commencement date of this Lease shall be March 17, 2005 ("Commencement Date"). This Lease shall expire on March 16, 2006, unless LESSEE requests an extension of the Lease as provided in Section 4. In no event may the Lease term exceed three (3) years without prior approval of the City Council.
4. Right to Extend. Provided that LESSEE is not in default of this Lease or any extension thereof, and further subject to all original agreements, considerations, covenants, and conditions, LESSEE and CITY may mutually agree that this Lease be extended for up to two (2) additional one (1) year periods, with a five percent (5%) increase in rent upon the commencement of each one year extension period.
5. Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease constitutes a month-to-month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, CITY shall have the right to apply an increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.
6. Rent. Monthly rent for the Lease term and any extension period thereof shall be in accordance with the following rent schedule:

First Lease Year - Months 1-12	\$200
Second Lease Year - Months 13-24	\$210

The above rent schedule reflects an annual rent escalation equal to five percent (5%) on an annual basis.

7. Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than Twenty-five Dollars (\$25).
8. Time and Place of Payment. All rents required by this Lease must be made payable to the City Treasurer and mailed to:

Office of the City Treasurer
City of San Diego
P.O. Box 122289
San Diego, California 92112-4165

or hand delivered to:

Office of the City Treasurer
Civic Center Plaza Building
1200 Third Avenue, First Floor
San Diego, California 92101
9. Security Deposit. It is understood by both parties that a good faith deposit in the amount of Two Thousand Eight Hundred Sixty-Six Dollars (\$2,866) has been deposited by the LESSEE with CITY. If, at the end of the term of this Lease, LESSEE has performed all of the provisions of this Lease, the deposit or any remaining balance shall be returned to LESSEE without interest.
10. Indemnity. LESSEE shall defend, indemnify, protect, and hold CITY, its elected officials, representatives, 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 LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the Leasehold or the work and operations to be performed under this Lease, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, or employees.

11. Insurance.

- a. LESSEE shall take out and maintain at all times during the term of this Lease the following insurance at its sole expense:

Public liability and property damage insurance in the amount of not less than Two Million Dollars (\$2,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the Premises; and

- b. LESSEE'S responsibility to maintain said insurance also includes the following:

- i. Additional Insured. All insurance policies shall name, by separate endorsement, the "City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the Lease. Copies of all current insurance policies will remain on file with CITY during the entire term of the Lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate showing that a new or extended policy has been obtained which meets the terms of this Lease.
- ii. Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term of this Lease by giving LESSEE sixty (60) days prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises.
- iii. Accident Reports. LESSEE shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the Premises. The report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.
- iv. Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums

within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection (iv), if LESSEE fails or refuses to take out or maintain insurance as required in this Lease or fails to provide the proof of insurance, CITY has the right to declare this Lease in default without further notice to LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

12. Prohibited Uses. LESSEE may not do the following, unless approved in writing in advance by CITY: (a) utilize the Premises for anything but the use stated in Paragraph 2; (b) make any alterations or changes to the Premises; (c) suffer or permit any liens or encumbrances to be placed on the Premises; (d) utilize the Premises in any manner which may create a health, safety, or fire hazard; or (e) fail to pay all taxes assessed against LESSEE, its personal property, the conduct of its business, etc.

13. Defaults and Remedies.

- a. Defaults. Each of the following shall constitute an event of default under this Lease:
- i. LESSEE'S failure to make any payment required under this Lease when due;
 - ii. LESSEE defaults in the performance of any covenant or condition required by this Lease, other than those requiring payment to CITY, to be performed by LESSEE and fails to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default, other than those requiring payment to CITY, is not curable within thirty (30) days, and fails to commence to cure the default(s) within said thirty (30) day period and diligently pursue such cure to completion;
 - iii. LESSEE voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;
 - iv. LESSEE is adjudicated a bankrupt; or
 - v. LESSEE makes a general assignment for the benefit of creditors.
- b. Remedies.
- i. Upon default by LESSEE, CITY may, at its option, give LESSEE, or any person claiming rights through LESSEE, a written Three Day Notice to Pay

or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or to possession of the Premises, and CITY may enter and take possession of the Premises (provided, however, in the event that any default described in Section 13.a Defaults, of this Lease, is not curable within thirty (30) days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion), and may recover from LESSEE the sum of:

- (1) the worth at the time of award of any unpaid rent that had been due at the time of termination;
- (2) the worth at the time of award of the amount by which (a) the unpaid rent that would have been earned after termination until the time of award exceeds (b) the amount of rental loss, if any, as LESSEE affirmatively proves could have been reasonably avoided;
- (3) the worth at the time of award of the amount by which (a) the unpaid rent for the balance of the term after the time of award exceeds (b) the amount of rental loss, if any as LESSEE affirmatively proves could be reasonably avoided;
- (4) any other amount necessary to compensate CITY for all the detriment proximately caused by LESSEE'S failure to perform LESSEE'S obligations or that, in the ordinary course of things, would be likely to result; and
- (5) all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in clauses "i" and "i(1)" of this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause "i(2)" of this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this Section the term "rent" shall include Base Rent, Percentage Rent and any other payments required by LESSEE.

- a. Abandonment by LESSEE. Even though LESSEE has breached the Lease and abandoned the property, this Lease shall continue in effect for so long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.

- b. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager, or his designee, in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the Premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any defaults shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.
14. Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within twenty-four (24) hours notice by CITY, or CITY may remove the item at LESSEE'S cost.
15. Attorneys' Fees. If any action or proceedings is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover the fees for its attorneys in such action or proceeding, in such amount as the court may adjudge reasonable as attorneys' fees. In the event CITY intervenes in or becomes a party or is made a party to any action or proceeding arising in connection with this Lease in order to protect its rights, then LESSEE will pay CITY the fees of CITY'S attorneys therein as fixed by the court.
16. Amendment of Lease. This Lease contains the entire understanding of the parties. LESSEE, by signing this Lease, agrees that there is no other written or oral understanding between the parties with respect to the Premises. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each of the parties to this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. No modification, amendment, or alteration of this Lease will be valid unless it is in writing and signed by all parties. Any modification, amendment or alteration of this Lease requested by LESSEE and agreed to by CITY is subject to an administrative fee to be paid by LESSEE to CITY to cover the costs of processing the amendment. The administrative fees are established by the City Manager and are revised from time to time.

17. Possession by LESSEE. CITY has made no promise to alter or improve the Premises or made any representation concerning the condition thereof. By taking possession of the Premises, LESSEE acknowledges the Premises are in good order and condition and agrees to take possession "as is." LESSEE shall maintain the Premises in good condition and repair, and will not cause or permit the Premises to be damaged or defaced. LESSEE will make no alterations or additions to the Premises without CITY'S prior written consent. LESSEE will return the Premises at the expiration of the term (or, when appropriate, at the end of each usage) in as good condition and repair as when LESSEE received the Premises, normal wear and tear excepted.
18. Acceptance of Premises. LESSEE hereby acknowledges: (a) that it has been advised by CITY to satisfy itself with respect to the condition of the Premises (including but not limited to applicable zoning, municipal, county, state and federal laws, ordinances and regulations and any covenants or restrictions of record (collectively "Applicable Laws") and the present and future suitability of the Premises for LESSEE'S intended use; (b) that LESSEE has made such investigation as it deems necessary with reference to such matters, is satisfied with reference thereto, and assumes all responsibility therefore as the same relate to LESSEE'S occupancy of the Premises and/or the terms of the Lease; and (c) that neither CITY, nor any of CITY'S agents, has made any oral or written representation or warranties with respect to said matters other than as set forth in this Lease.
19. Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, or to protect its interests in the Premises, or to inspect the operations conducted thereon. In the event that the entry or inspection by CITY discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE shall pay promptly any and all costs incurred by CITY in having the necessary maintenance work done, in order to keep the Premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY may, at its sole option without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate in the opinion of CITY to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this Section shall not create any obligations on CITY or increase obligations elsewhere in this Lease imposed on CITY.
20. Improvements/Alterations. No improvements, structures or installations shall be constructed on the Premises, and the Premises may not be altered by LESSEE without prior written approval by the City Manager. CITY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations.

21. Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
22. Hazardous/Toxic Waste.
- a. LESSEE shall not allow the installation or release of hazardous substances in, on, under, or from the Premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's ("State") list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated in this Lease.
 - b. If any release of a hazardous substance occurs, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.
 - c. LESSEE shall defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S operations on the Premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
 - d. If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate the danger. LESSEE shall notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the Premises without the prior written consent of CITY.

- e. At any time within the twelve (12) months before Lease expiration or Lease termination, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the Premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the Premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

23. Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the following address or at any other address designated in writing by LESSEE:

James Ukegawa
1205 Aviara Parkway
Carlsbad, CA 92009

and to CITY as follows:

Real Estate Assets Department
1200 Third Avenue, Suite 1700
M.S. 51A
San Diego, CA 92101

- b. Any party entitled or required to receive notice under this Lease may by like notice designate a different address to which notices shall be sent.

24. Assignment and Subletting. LESSEE shall not assign this Lease or any interest in this Lease and shall not sublet the Premises or any part of the Premises, or any right or privilege appurtenant to the Premises, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part of the Premises, without the prior written consent of the City Manager, or his designee, in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be

deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any assignment or subletting without consent shall be void and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest in this Lease, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager, or his designee.

"Assignment" for the purposes of this clause shall include any transfer of any ownership interest in this Lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE or its stockholders.

25. Successors and Assigns. The covenants and conditions contained in this Lease shall, subject to the provisions restricting LESSEE'S assignments and subletting, apply to and bind the successors and assigns of the parties to this Lease.
26. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S use of the Premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
27. CITY Approval. The approval or consent of CITY, wherever required in this Lease, shall mean the written approval or consent of the City Manager, or his designee, unless otherwise specified.
28. Equal Opportunity. LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. Upon CITY'S request, LESSEE will submit a current Workforce Report and, if required, an Equal Opportunity Plan which set forth the actions that LESSEE will take to achieve the CITY'S goals for the employment of African Americans, American Indians, Asians, Filipinos, Latinos, women, and people with disabilities. Further, LESSEE will cause the foregoing provisions to be inserted in all subleases and all subcontracts for any work covered by this Lease so that such provisions will be binding upon each sublessee and subcontractor.

LESSEE understands that failure to comply with the requirements listed above and/or submitting false information in response to these requirements may result in termination of this Lease and debarment from participating in CITY contracts for a period of not less than one (1) year.

29. Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the Premises, including any licenses or permits. LESSEE recognizes and agrees that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for taxes, fees and assessments will not reduce any rent due CITY.
30. CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements or leases with consultants, vendors, or lessees shall include a condition that the contract, agreement or lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve (12) months immediately preceding employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.
31. Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Premises and specifying the actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. Establishing a drug-free awareness program to inform employees about all of the following:
 - ii. The LESSEE'S policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employees assistance programs; and
 - iv. The penalties that may be imposed upon employees' for drug abuse violations.

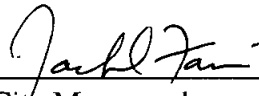
- c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.
32. Disabled Access Compliance. LESSEE agrees to comply with Title 24 of the California Code of Regulations (Building Code) as defined in California Health and Safety Code (Title 24), the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include but not necessarily be limited to the following:
- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training compensation, benefits, discipline, layoffs, and termination of employment.
 - b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
 - c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
 - d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost to LESSEE.
 - e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessee shall be individually responsible for their own ADA employment programs.
 - f. LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.
33. Water Supply Line. LESSEE shall temporarily protect, remove and/or relocate the Water Supply Line during soil disposal operations on the Premises conducted by South California Edison ("SCE"), if SCE shall request LESSEE to do such work.

Signature Page.

IN WITNESS WHEREOF, this Lease is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officer.

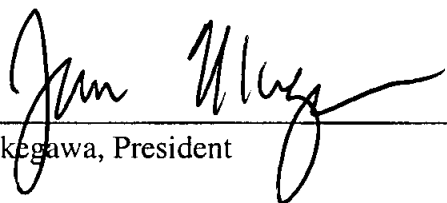
CITY OF SAN DIEGO, a California
municipal corporation

Date 4-18-05

By 
City Manager, by
Jack D. Farris, Deputy Director
Real Estate Assets Department

RANCHO SANTA FE FARMS, INC., a California
corporation

Date 4-13-05

By 
James Ukegawa, President

APPROVED AS TO FORM AND LEGALITY this 22nd day of April, 2005.

MICHAEL J. AGUIRRE, City Attorney

By 
Elisa A. Cusato, Deputy City Attorney

City
Sangis parcels_all shp_id
Sangis roads_all shp_id

Vicinity Map

This product may contain information from the SOURCE Regional Information System which cannot be reproduced without the written permission of SOURCE.

This product may contain information which has been copyrighted with permission granted by Thomas Brothers Group.

Plot Date: 04/11/05