



THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A

SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101

TELEPHONE: (619) 236-6020

June 5, 1989

File: Leases - Indochinese Mutual Assistance Association of
San Diego, Inc.

RECEIVED

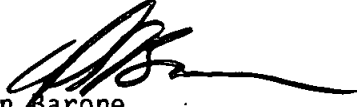
JUL 14 1989

PROPERTY DEPT.

Robert Pendleton
Washington Financial Corp.
8636 Cliffridge Avenue
La Jolla, CA 92037

By City Clerk Document RR-254270, filed May 26, 1981, the City of San Diego, Washington Financial Corporation, and ACCESS entered into an agreement for joint use of the driveway and parking spaces between Lots 9 and 10, Block 47, of Linda Vista Unit No. 1. Effective June 1, 1989, the City has leased Lot 10, which is the former Linda Vista Branch Library at 6960 Linda Vista Road, to the Indochinese Mutual Assistance Association of San Diego, Inc., for use as a community center.

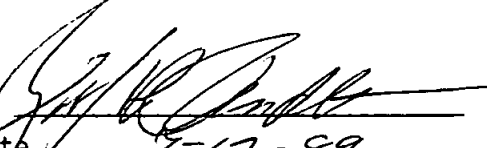
Notwithstanding the lease of Lot 10, the need for the joint parking agreement still remains, and it is the City's intention that the parties continue to operate in accordance with the terms and conditions of the agreement. If you concur, please indicate your acceptance in the space below and return the letter to Paul Crawford of the Property Department. If you have any questions, please call him at 236-5952.


Don Barone
Property Services Supervisor

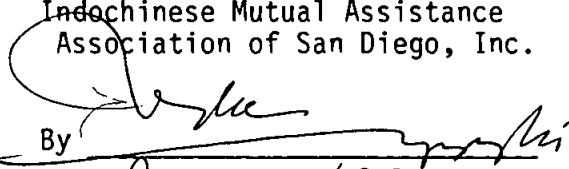
PTC:bj(43-1)

ACKNOWLEDGED AND ACCEPTED:

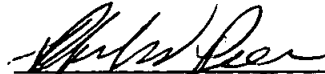
Washington Financial Corporation

By 
Date 7-12-89

Indochinese Mutual Assistance
Association of San Diego, Inc.

By 
Date July 20 / 89

ACCESS

By 
Date 7-12-89

DUPLICATE

AGREEMENT

The City of San Diego hereby grants to the Washington Financial Corporation and to ACCESS, a nonprofit, charitable organization, the nonexclusive right to use Area A (see Premises and Exhibit A); the Washington Financial Corporation and ACCESS hereby grant to the City of San Diego the nonexclusive right to the use of Area B, subject to the following conditions:

1. Premises:

Area A is the driveway and turnaround area which is located in the northerly 12, plus or minus, feet of the Linda Vista Library property, Lot 10, Block 47, Linda Vista Unit No. 1, Map 2883.

Area B is the parking area and turnaround area located in the southerly 19, plus or minus, feet of Lot 9, Block 47, Linda Vista Unit No. 1, Map 2883. (See Exhibit A, attached.)

2. Use:

Area A shall be used solely for pedestrian and vehicular access to and from the parking stalls in Area B.

Area B shall be used solely for the parking of vehicles.

Both Areas A and B shall be reserved for customers, patrons, or visitors of the City Library, Washington Financial Corporation, ACCESS, or their sublessees. All parties agree to limit the use of these parking spaces by employees to short-interval visits.

3. Term:

The term of this agreement shall commence on April 1, 1981, and shall continue on a month-to-month basis for an indefinite period, subject to cancellation by any party to the agreement by giving the other parties a 30-day written notice of said cancellation.

4. Consideration:

Consideration for the execution of this agreement shall be only the reciprocal use of each other's property as herein described. All parties shall maintain their own properties in a reasonably safe and satisfactory condition.

DOCUMENT NO. RR-254270

FILED MAY 26 1981

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

DUPLICATE

5. Washington Financial Corporation and ACCESS certify that a Policy of Liability Insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$500,000 Combined Single Limit Liability and said policy shall be kept in force for the duration of this Permt. A certificate of said insurance shall be filed with the City Property Department upon execution of this Permit.
6. All damages incurred in connection with each party's use of said property and any damages to the improvements thereon, thereunder, or in the vicinity thereof, shall be borne in full by the party causing said damage.
7. No party shall use the premises in any manner which, in the opinion of any other party hereto, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
8. This agreement is revocable at any time in accordance with Section 3 hereof. It is mutually agreed that no party to this agreement shall be obligated for any loss, financial or otherwise, which may be incurred by the other party or parties, as a result of termination of this lease, and further that all parties expressly waive any claim for expense or loss which said party or parties might incur as a result of termination of this agreement.
9. Washington Financial Corporation and ACCESS hereby acknowledge that this agreement may create a possessory interest, subject to property taxation, and that they may be subject to the payment of property taxes levied on such interest. Both said parties agree to pay any such tax before it becomes delinquent.
10. Respecting the Lessor/Lessee relationship between Washington Financial Corporation and ACCESS, none of the provisions of this agreement shall amend or supersede the lease agreement already existing between said two parties. Any interest acquired by ACCESS as a result of this agreement shall run with its interest in the master lease with Washington Financial Corporation, except in the event of termination of this agreement as herein provided.
11. The City shall be allowed, at its sole cost and expense, to erect the following two signs in appropriate locations in Area B, subject to the approval of all parties:
 - a. A sign, not in excess of 12 square feet in size, having the following copy thereon: "Parking Spaces Reserved for Customers and Patrons of ACCESS Community Center and the City Library."

- b. A sign not in excess of eight square feet in size, having the following copy thereon: "Parking Prohibited in Turnaround Area! Keep This Area Clear!"

No signs that are inconsistent with those described above shall be permitted in either Area A or Area B.

Approved by:

Date 3-5-81

By [Signature]
Washington Financial Corporation

Approved by:

Date 4-01-81

By [Signature]
ACCESS

Approved by:
The City of San Diego

Date May 26, 1981

By [Signature]
ASSISTANT TO THE City Manager

Environmental
Exemption Verified:

By [Signature]
James F. Gleason

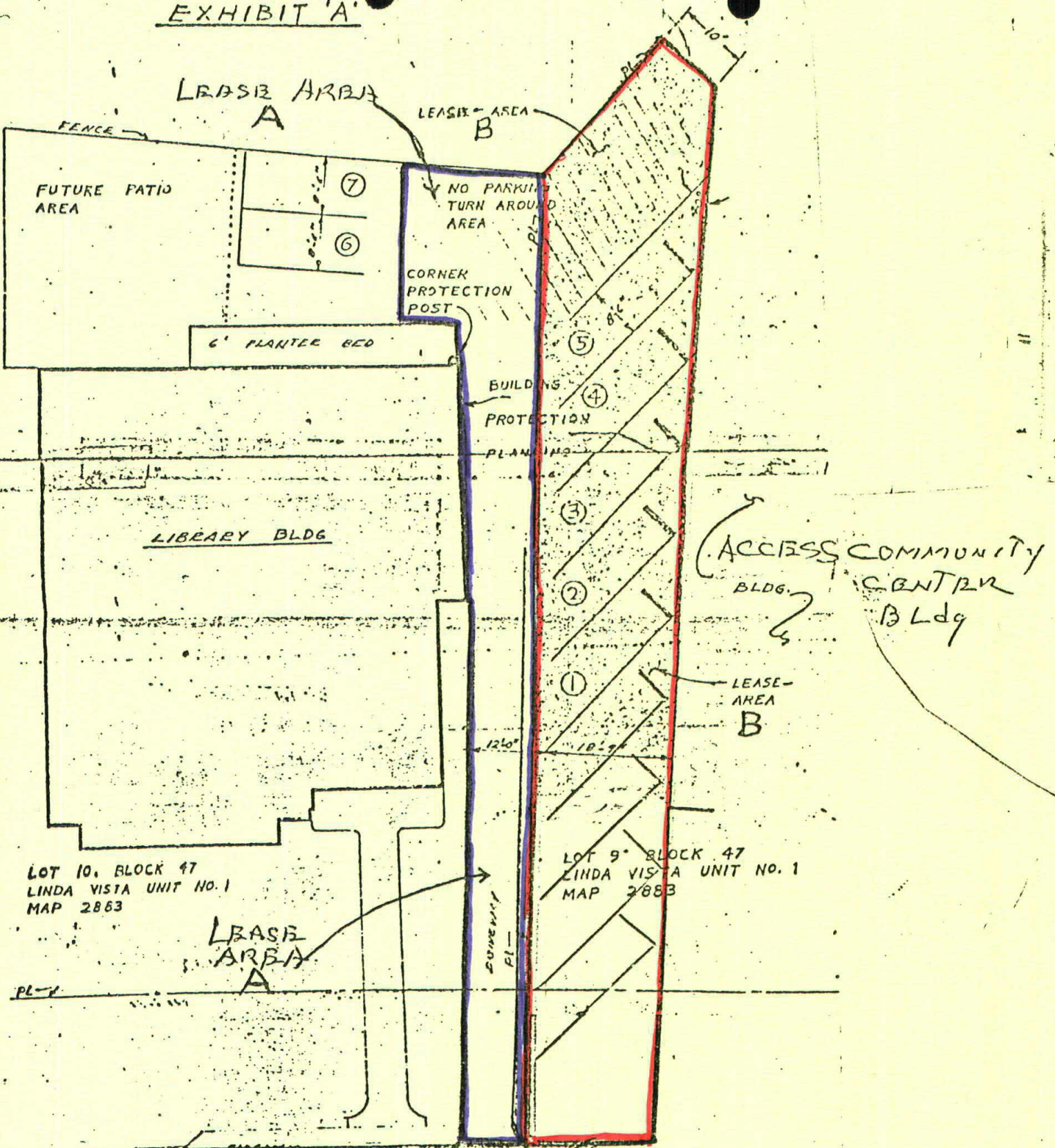
Approved by:
John W. Witt, City Attorney

Date 4/24/81

By [Signature]
Deputy City Attorney

GW:mh
(2/23/81)

EXHIBIT 'A'



LINDA VISTA LIBRARY PARKING

SCALE 0 5 10 15 20
(FEET)

RESOLUTION No. R- 254270 (R-81-2108)

Adopted on MAY 26 1981

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, an agreement with WASHINGTON FINANCIAL CORPORATION AND ACCESS, a nonprofit corporation, for the joint use of the Linda Vista Branch Library driveway and the nine parking spaces located on the adjacent property, for an indefinite term, with provisions for cancellation of said agreement by either party upon thirty (30) days' notice, under the terms and conditions set forth in that agreement on file in the office of the City Clerk as Document No. RL- 254270.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:ps:710.5
5/11/81
Or.Dept. Prop.
Job: 216326

Passed and adopted by the Council of The City of San Diego
on MAY 26 1981, by the following vote:

YEAS: Mitchell, Cleator, Golding, Williams, Schnaubelt, Gotch, Murphy,
Killea.

NAYS: None.

NOT PRESENT: Mayor Wilson.

AUTHENTICATED BY:

PETE WILSON
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By MAYDELL L. PONTECORVO, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. R- 254270
passed and adopted by the Council of The City of San Diego,
California, on MAY 26 1981.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By Maydell L. Pontecorvo, Deputy.

#17-
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RESOLUTION No. 202730

Adopted on MAY 20 1971

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, a Lease Agreement between PRAIRIE AVENUE GOSPEL CENTER, a corporation, as lessor, and THE CITY OF SAN DIEGO, a municipal corporation, as lessee, leasing a portion of Lot 9, Block 47, Linda Vista Unit No. 1, according to Map thereof No. 2883, filed in the office of the San Diego County Recorder, for a term of ten (10) years ending March 31, 1981, the consideration for said premises shall be the City's improvement of the area as a parking lot and the Lessor's right to utilize the parking area when it is not being used by patrons of the City's Branch Library, for the purpose of the construction, operation and maintenance of an automobile parking lot for the Linda Vista Branch Library, under the terms and conditions set forth in the form of Lease Agreement, on file in the office of the City Clerk as Document No. 735967.

APPROVED: JOHN W. WITT, City Attorney

By Larry L. Marshall, Deputy

5/5-11-71

PROPERTY DEPARTMENT

DOCUMENT NO. 736055

FILED JUN 2 1971

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE AGREEMENT

PRAIRIE AVENUE GOSPEL CENTER, a 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 portion of Lot 9, Block 47, of Linda Vista Unit No. 1 according to Map No. 2883 lying Southwesterly of the Church building.
2. PURPOSE. CITY shall use the premises for construction, operation and maintenance of an automobile parking lot in conjunction with the operation of the adjacent City branch library.
3. TERM. The term of this lease shall be ten (10) years commencing on the 1st day of April, 1971, and ending on the 31st day of March, 1981.
4. CONSIDERATION. Consideration for the above premises shall be the CITY'S improvement of the area as a parking lot, and the LESSOR'S right to utilize the parking area at such times as the area is not being utilized by the patrons of the CITY'S branch library.
5. HOLD HARMLESS. CITY, its employees and agents, shall indemnify and hold harmless LESSOR, its officers, employees and agents, against all expense, liability and claims for damage to property or injury or death of persons resulting from any wrongful or negligent act or omission of CITY, its employees and agents.

6. MAINTENANCE. CITY shall maintain the premises in a sanitary condition, and keep in good repair the surface area of same.

7. IMPROVEMENTS. CITY agrees to improve the premises in accordance with the attached drawing hereby designated as Exhibit "A" by this reference made a part hereof, said improvement may be made without prior approval of LESSOR.

8. NOTICES. Written notices to CITY shall be delivered or mailed to the City Manager, City of San Diego, Attention: Property Director, 202 "C" Street, San Diego, California 92101. Written notice to LESSOR shall be delivered or mailed to PRAIRIE AVENUE GOSPEL CENTER, 13600 South Prairie Avenue, Hawthorne, California.

9. HOLDING OVER. Any holding over after the expiration of said term for any cause shall be construed to be a tenancy from month to month, at any rental selected by LESSOR which has been in effect during the term, and shall otherwise be on the terms and conditions herein specified so far as applicable.

10. ORAL REPRESENTATIONS. It is specifically understood and agreed hereby that this lease contains the complete expression of the whole agreement between the parties hereto, and that there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied by the said parties, except as are fully set forth herein, and, further,

that this lease cannot be enlarged, modified or changed in any respect except by written agreement duly executed by and between the said parties.

THE CITY OF SAN DIEGO

Date MAY 20 1971

By R. E. Mahan
ASSISTANT TO THE City Manager

LESSOR:

PRAIRIE AVENUE GOSPEL CENTER

Date April 19, 1971

By Gene Lick, Pres

APPROVED as to form and legality this 12th day of May, 1971.

JOHN W. WITT, City Attorney

By Long E. Marshall
Deputy

5A-
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RESOLUTION No. 202730

Adopted on MAY 20 1971

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City a Lease Agreement between PRAIRIE AVENUE GOSPEL CENTER, a corporation, as lessor, and THE CITY OF SAN DIEGO, a municipal corporation, as lessee, leasing a portion of Lot 9, Block 47, Linda Vista Unit No. 1, according to Map thereof No. 2883, filed in the office of the San Diego County Recorder, for a term of ten (10) years ending March 31, 1981, the consideration for said premises shall be the City's improvement of the area as a parking lot and the Lessor's right to utilize the parking area when it is not being used by patrons of the City's Branch Library, for the purpose of the construction, operation and maintenance of an automobile parking lot for the Linda Vista Branch Library, under the terms and conditions set forth in the form of Lease Agreement, on file in the office of the City Clerk as Document No. 735967.

APPROVED: JOHN W. WITT, City Attorney

By Larry L. Marshall, Deputy

rb/5-11-71

DOCUMENT RR 254270 RESOLUTION NO. 254270 ORDINANCE NO. _____

TERM: MONTH TO MONTH BEGINNING April 1, 1981

LEGAL DESCRIPTION: 6960 - 70 Linda Vista Road

PROPERTY FILE CODE: CITY/060
SIZE: _____
DRAWING NO. _____

PURPOSE: Parking Agreement

REMARKS: This is a tri-lateral parking agreement involving City's use of parking spaces owned by Washington Financial Corp. (currently under lease to ACCBSS) and their use of the driveway of the Linda Vista Branch City Library

RENT: NONE PER MO/QTR/YR AND/OR _____

_____ CREDIT FUND _____ ACCOUNT _____

BILLED ON _____ FOR PERIOD IN ADV/ARRS. PENALTY: 5% AFTER _____ 10% AFTER _____ DAYS

CONTACT: Dave Leslie CONTACT Robert Pendleton
(Access) (714) 560-0871 (Washington Finance)
ADDRESS 1200 Third Avenue, S.D. ZIP 92101 PHONE (714) 238-1622

(NAME OF LESSEE) (BRIEF LEGAL) (EXPIRATION DATE)
WASHINGTON FINANCIAL CORP. 6960-70 Linda Vista Rd. S.D. MONTH TO MONTH

DOCUMENT 736055RESOLUTION NO. 202730

ORDINANCE NO. _____

LENGTH OF LEASE: Ten (10) Years

BEGINNING

April 1, 1971LEGAL DESCRIPTION: Portion of Lot 9 of Linda Vista Unit No. 1
Map 28832400 ± S.F.CITY #013

PROPERTY FILE CODE

PURPOSE OF LEASE: Construction, operation and maintenance of anautomobile parking lot for Linda Vista Library.REMARKS: Consideration is improvement of the area as a parking lot & Lessor's right to useLessor - Prairie Avenue Gospel Center

BILLED BY: _____ DEPARTMENT: _____ ON _____

FOR PERIOD IN _____ CREDIT FUND _____ ACCOUNT _____

RENTAL IS \$ see remarks PER _____ AND/OR _____ADDRESS 1200 Third Ave.
202 "C" Street, San Diego, California 92101Robert Pendleton
Lessor 461-5616 or
PHONE 213-679-2591(NAME OF LESSEE) Washington Financial Corp (BRIEF LEGAL)CITY OF S.D. PRAIRIE AVE. GOSPEL CTR. Por Lot 9, Linda Vista Unit #1

(EXPIRATION DATE)

3-31-81