

DUPLICATE

THE CITY OF SAN DIEGO
and
DIXIELINE LUMBER COMPANY

Flat Rate Lease

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SAN DIEGO, CALIFORNIA

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**CITY OF SAN DIEGO
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and DIXIELINE LUMBER COMPANY, hereinafter called "LESSEE."

SECTION 1: USES

- 1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit 9.1 attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of operating a wholesale and retail lumber and hardware store and yard and related corporate offices and for such purposes as are reasonably related or incidental thereto. LESSEE shall not use the premises for any other purpose whatsoever without the prior written approval of the City Manager.
- 1.3 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.
- 1.4 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises.
- 1.5 Easements and Reservations.
 - a. CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
 - b. CITY reserves the right to grant and use easements for utilities or other purposes as it deems advisable for the public good; provided, however, that such easements shall be limited to subsurface or overhead use and shall not interfere with LESSEE'S use of the surface of the Premises. In addition thereto, CITY has the right to enter the Premises for the

purpose of making repairs to City-owned facilities or improvements.

- 1.6 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall commence November 1, 1990 and shall terminate on November 7, 2015 subject to LESSEE'S termination rights provided by Section 3.2c hereof. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of November of each year.
- 2.2 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 agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect.
- 2.3 Quitclaim and Surrender of LESSEE'S Interest. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor.

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe and sanitary condition. LESSEE represents to CITY that, except for the lien of real property taxes and assessments not yet payable, the premises and LESSEE'S leasehold interest therein are free and clear of all liens and encumbrances.

SECTION 3: RENT

- 3.1 Time and Place of Payment. Rent is due monthly in advance on or before the first day of each calendar month. All monthly rents will be prorated during the first and final months of any rental

period in order to achieve payment on the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.2 Rent.

- a. Rent Amount. The initial rent is Twenty Thousand Eight Hundred Thirty-three and 33/100 (\$20,833.33) per month. Said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI) and in the fair market value of the leased premises as hereinafter provided.
- b. (1) CPI Index Adjustments. On November 1, 1993, 1996, 1999, 2003, 2006, 2009, and 2013, the rent shall be adjusted to reflect increases in the Consumer Price Index (CPI).

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Subsection b.(1) CPI Index Adjustments. Until the rent adjustment can be reasonably determined by the index

method, LESSEE shall continue to make payments at the existing rental rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date or more than the rent in effect immediately prior to the adjustment date multiplied by 1.15.

- (2) Index Adjustment Computation. The rent for each rental period following the adjustment, until the next adjustment or other rental determination as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established as follows:

The "adjustment figure" shall be established by dividing the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be an average of CPI index figures for the months of May, June and July, 1990.

The "current index" shall be an average of CPI index figures for the months of May, June, and July immediately preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period except that for the adjustment due November 1, 2003, the "base figure" shall be an average of CPI index figures for the months of May, June, and July, 2000 and for the adjustment due November 1, 2013, the "base figure" shall be an average of CPI index figures for the months of May, June, and July, 2010.

Example 1

Current Index 121
Base Figure 110 = 1.10 (Adjustment Figure)

Effective Rent x 1.10 = Adjusted Rent

The adjustment figure is then multiplied by the monthly rent from the preceding adjustment period to determine the new rent. Using the foregoing example, if the rent is now \$1,000 per month, after the first adjustment it will be \$1,100 per month (\$1,000 x 1.10).

- c. Market Value Adjustments. In addition to said CPI adjustments, on January 1, 2000, and again on January 1, 2010, the parties shall commence negotiations in good faith for up to four (4) months and attempt to agree on the monthly fair market rent for, respectively, the ten (10) year period commencing November 1, 2000 and the approximate five (5) year period commencing November 1, 2010. If the parties agree on the monthly fair market rent within four (4) months, they shall immediately incorporate the same into the lease by letter addendum thereto.

If the parties are unable to agree on the monthly fair market rent within four (4) months, then within the next fifteen (15) days, the parties shall each appoint and pay for the services of an individual appraiser. Each appraiser shall have at least ten years experience practicing with the designation of MAI in San Diego County and shall have demonstrated experience in appraising commercial properties.

Each appraiser shall be charged with determining the fair market rent for the property within sixty (60) days of appointment. The appraisers shall be instructed to determine the fair market rent by considering the land as though vacant and available for the particular purpose for which the premises are leased and to which the premises are restricted. If the two estimates of fair market rent are within twenty percent (20%) of one another (the larger estimate of fair market rent being not more than the lower estimate of fair market rent plus twenty percent (20%) of such lower estimate), the fair market rent shall be the average of the two appraisal amounts and shall be incorporated into the lease by letter addendum thereto. If the two estimates of fair market rent differ by more than twenty percent (20%) and the parties cannot agree to fair market rent and an impasse is thus reached, then the two appraisers shall be asked to mutually agree upon a third independent appraiser with the same qualifications stated above within fifteen (15) days.

If the two appraisers do not mutually agree upon a third appraiser within fifteen (15) days after such request, the parties agree that the Presiding Judge of the Superior Court of San Diego shall be requested to appoint the third appraiser. If the Presiding Judge of the Superior Court declines to make such appointment, the parties agree that the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association. The third appraiser shall review the results of the two appraisals and render an opinion as to fair market rent within thirty (30) days of appointment. The third appraiser's opinion of fair market rent shall be final and binding upon the parties and shall be incorporated into the lease by letter addendum thereto.

However, in no event shall the adjusted rent as established by market value adjustments be less than the rent in existence immediately prior to the adjustment date. If determination of the fair market rent is made after the effective date of November 1, 2000 or November 1, 2010, the fair market rent will be retroactive to the effective date. The parties shall equally bear the cost of the third appraiser and arbitration.

LESSEE shall have the option to terminate this lease by giving CITY written notice of intent to so terminate within thirty (30) days of determination of fair market rent (either by mutual agreement of the parties or use of appraisers).

- 3.3 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 hereby 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. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

SECTION 4: ASSIGNMENT

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.
- 4.2 Assignment and Subletting. LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance, which consent shall not be unreasonably withheld, subject to the requirements of Section 4.4 below. 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 such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this agreement which are applicable to the rights acquired. "Assignment", for purposes of this Section 4.2, shall not include an assignment of a substantial and material part of LESSEE'S assets, including this lease, to secure payment of any debt or obligation owed by LESSEE to any reputable lender or any assignment made or caused by or in connection with (i) the merger or consolidation of LESSEE with another corporation or entity, (ii) corporate reorganization of LESSEE, (iii) sale or redemption of any part of LESSEE'S corporate stock or (iv) sale, as a going business, of a substantial or material part of LESSEE'S assets, including this lease, to a reputable buyer; it being specifically understood and agreed that any of the foregoing shall not relieve or release LESSEE from liability under this lease unless by reason of any of such events, LESSEE'S corporate existence is terminated. It is intended by this provision that LESSEE, without first obtaining CITY'S approval, be permitted to encumber a substantial part of its assets for general capital or other operating business purposes and to transfer its interest in this lease in connection with a transfer of a substantial part of its assets. It is not intended, however, that LESSEE, without first obtaining CITY'S approval, be permitted to transfer its interest in this lease separately from other assets of LESSEE or in liquidation or to any person or entity generally reputed to engage in criminal, illicit, immoral or dishonest activities.

- 4.3 Encumbrance. Any encumbrances on the premises or on any further construction of permanent improvements thereon, must first have the approval in writing of City Manager, which approval shall not be withheld so long as the lender is not generally reputed to engage in criminal, illicit, immoral or dishonest activities.

In the event any deed of trust or mortgage or other security-type instrument encumbering LESSEE'S leasehold interest should at any time be in default and be foreclosed, or transferred in lieu of foreclosure, and the transferee shall assume the obligations of LESSEE hereunder, the CITY will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, responsible person in the opinion of CITY. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or condition hereof.

- 4.4 City Participation Upon Transfer. Upon a subletting of all or substantially all the leasehold estate held by LESSEE, or upon an Assignment as that term is defined in Section 4.2 above of all the leasehold estate held by LESSEE (all hereinafter referred to as "Transfer"), CITY shall be entitled to receive fifty percent (50%) of any gain realized therefrom by LESSEE. "Gain" shall be the amount of the net proceeds or consideration actually received by LESSEE (i.e., gross proceeds less LESSEE'S costs of the Transfer paid or incurred, including any real estate commissions).

Prior to CITY'S consent to any Transfer, LESSEE shall deliver to CITY a written statement of all sums due and owing to CITY from LESSEE pursuant to this provision along with an acknowledgement from the proposed assignee or sublessee as to the amount due CITY. The sum due CITY shall be payable in full to CITY concurrent with the completion of any Transfer. Any Transfer in violation of the terms and conditions of this paragraph shall be void. The provisions of this section shall not apply to an assignment for which the City Manager determines that the legal and equitable ownership interest in the leasehold have remained unchanged, such as a change in the legal or fictitious name of the LESSEE without any other change in the equity in beneficial use of, or legal title to the leasehold as an asset, or the income produced thereby.

4.5 Defaults and Remedies.

a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take

possession of the premises. Provided, however, in the event that any default described in Section 4.5, Default and Remedies, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

- b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:
- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.
 - (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
 - (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as a reputable lender have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. 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.
- d. 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 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 default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, 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.

- 4.6 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests

of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the opinion of LESSEE, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of LESSEE, the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
- d. Award. All monies awarded in any such taking shall belong to CITY; provided, however, that LESSEE shall be entitled to any portion of the award attributable to (i) the taking or damage to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE; (ii) except as to a taking for use as a public street, thoroughfare or other public right-of-way or access or for construction of improvements for use solely by CITY in the performance of any of its governmental functions, the present value of any excess of the market rent for the premises, as though vacant and available for the restricted use under this lease, for a period equal to the remainder of the term of this lease as of the date of taking, over the contract rent payable under this lease, for the remainder of the term of this lease; (iii) severance damages for the restoration of the Premises. In addition to the foregoing, LESSEE shall be entitled to any sums awarded directly to LESSEE for moving expenses, LESSEE'S trade fixtures or other personal property or for loss of business or goodwill. In any event, CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the

power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INSURANCE RISKS/SECURITY

5.1 Indemnity. LESSEE shall at all times assume the defense of, relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

- a. any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises;
- b. any operation, use, or occupation conducted on the premises;
- c. any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
- d. any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.

5.2 Insurance.

- a. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:
 - (1) Public liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) 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.
 - (2) Fire and extended coverage and vandalism insurance policy on all insurable property on the premises in an amount to cover one hundred percent (100%) of the replacement cost. Except as to any loss occurring in the last two (2) years of the lease term, any proceeds from a loss shall be payable to LESSEE and shall be reinvested in rebuilding or repairing the damaged property. Any proceeds from a loss occurring in the last two (2) years of the lease term shall be payable jointly to CITY and LESSEE and shall be placed in a trust fund to be reinvested in rebuilding or

repairing the damaged property or in any other manner mutually acceptable to CITY and LESSEE. If there is a mortgage or trust fund on the leasehold permitted in accordance with any provisions of this lease, the proceeds may be paid to the mortgagee or beneficiary thereof so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.

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

- (1) Additional Insured. All insurance policies will name CITY as an 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, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy 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(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- (2) Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term 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. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- (3) 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. This 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.
- (4) 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 (4), 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.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the rent for such period or periods that said premises are untenable by reason of such damage.

If there is any conflict between this Section 5.3 and Section 5.2a.(2) hereof, Section 5.2a.(2) shall control.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and

made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.

- 6.2 Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said 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 hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said 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. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.
- 6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws.
- 6.4 Improvements/Alterations. Except as hereinafter provided, 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. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any

improvements or alterations. Notwithstanding the foregoing, LESSEE shall have the right to construct improvements, structures or installations on the Premises which LESSEE determines to be necessary or desirable to enable LESSEE to conduct its primary business in an efficient and financially appropriate manner with the prior written approval of the City Manager which shall not be withheld provided the proposed improvements, structures, or installations are consistent with LESSEE'S permitted use of the premises as set forth in Section 1.2 above.

- 6.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All new utilities will be installed underground.
- 6.6 Construction Bond. Whenever there is any construction having a cost in excess of \$100,000 to be performed on the premises, LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 100 percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.
- 6.7 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

- 6.8 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 leased 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 such taxes, fees and assessments will not reduce any rent due CITY.

- 6.9 Signs. Except as hereinafter provided, 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 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

Notwithstanding the foregoing, LESSEE shall have the right without CITY'S prior consent to erect or display temporary decorative devices or advertising for short-term business activities or permanent signs identifying or advertising LESSEE'S business which shall conform in all respects to applicable CITY laws, rules and regulations.

6.10 Ownership of Improvements and Personal Property.

- a. Any and all improvements, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, structures and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or One-Hundred-Eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If such notice is not given by CITY within the time specified above, LESSEE shall not be relieved of its obligations herein; however, the time for removal of improvements shall be extended so that in any event LESSEE has the applicable 30 or 180 days to cause removal of improvements. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment, and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items

which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.

- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.

6.11 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.

6.12 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, or under or from the premises by reason of LESSEE'S use of 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. For the purposes of this paragraph, "LESSEE" shall include LESSEE and its sublessees, licensees, employees, patrons and permittees. "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's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the City Clerk's Office as City Clerk Document 769704. CITY acknowledges that in the usual course of its business, LESSEE sells materials and products which contain or which are, in themselves, classified as hazardous substances. Attached hereto marked Exhibit 9.2 and incorporated herein is a representative list of such materials and products and the CITY hereby consents to the sale of such materials and products by LESSEE subject to LESSEE'S compliance with all laws which may be applicable to the sale of such materials and products.

In the event of any release of a hazardous substance by reason of LESSEE'S use of the Premises, 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.

LESSEE agrees to assume the defense of, indemnify and hold the 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, damage for injury to natural resources or the public, and costs of any health assessment or health effect studies.

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 such 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 such danger. LESSEE will 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 property without the prior written consent of the CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE at the 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. Said 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 said 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 to the extent caused by LESSEE'S use of the Premises such that compliance with environmental law is achieved and shall be solely responsible for all cost and expense incurred.

SECTION 7: GENERAL PROVISIONS

7.1 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 leased

premises or at such other address designated in writing by LESSEE; and to CITY as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- 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.

- 7.2 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.
- 7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
- 7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap 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.
- 7.5 Equal Opportunity. LESSEE shall comply with the CITY'S Equal Opportunity and Minority and Women Business Enterprise Contracting Programs approved by the City Council and filed with the City Clerk as Document RR-262633. LESSEE shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this lease.

- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased 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 in 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.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

- 7.11 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 CITY'S option be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who within the twelve months immediately preceding such 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.

- 7.12 Corporate Authority. Each individual executing this lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the bylaws of the corporation, and that this lease is binding upon the corporation in accordance with its terms and that LESSEE is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify LESSEE to do business in the state where the premises are situated.
- 7.13 Supersedure. It is mutually agreed that this lease, upon execution, supersedes and annuls that certain Agreement to Sublease dated August 15, 1967, between the City of San Diego (as successor-in-interest to Union-Breitbard Joint Venture) and Dixieline Lumber Company, which is hereafter void and of no effect except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.

SECTION 8: SIGNATURES

8.1 Signature Page.

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

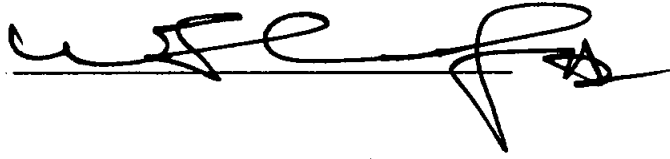
THE CITY OF SAN DIEGO

Date ~~MAR 30 1992~~
APRIL 7, 1992

By 
James L. Spotts, Property Director
FOR: JACK MC GROY, CITY MANAGER

LESSEE: DIXIELINE LUMBER COMPANY

Date 12/30/91

By 
By _____

APPROVED as to form and legality this 6 day of April, 1992

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

MLG:st(10)
12-16-91

SECTION 9: EXHIBITS

9.1 Legal Description.

Those portions of Pueblo Lots 313, 314, 337 and 338 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the map thereof made by James Pascoe recorded in the Office of the County Recorder of said County as Miscellaneous Map No. 36, described as follows:

Beginning at a 3/4-inch iron pipe marked L.S. 2412 monumenting a point in the Northerly line of Sports Arena Boulevard, 115.00 feet wide, distant along said line North 77°55'15" West 46.42 feet from a 3/4-inch iron pipe marked L.S. 2412 monumenting the Westerly terminus in said line of a tangent curve having a radius of 1,019.93 feet and being concave Southwesterly; thence along said Northerly line North 77°55'15" West 174.03 feet; thence leaving said line North 24°11'14" East 347.69 feet; thence North 35°56'45" East 222.00 feet to the Southwesterly line of Kurtz Street, 57.00 feet wide, said line being also a line parallel with and distant Southwesterly 7.00 feet measured at right angles from the Northeasterly line of said Pueblo Lots 337 and 338; thence along said Southwesterly line South 53°59'00" East 66.32 feet and South 53°58'40" East 383.68 feet; thence leaving said line South 35°56'45" West 147.26 feet; thence North 54°03'15" West 50.00 feet; thence South 35°56'45" West 93.80 feet; thence North 75°04'35" West 182.12 feet; thence South 35°56'45" West 185.00 feet to the Point of Beginning; containing 3.801 acres, more or less.

9.2 Substances Sold on Premises.

Hazardous Materials Information

ADDRESS 3250 Sports Arena Blvd., S.D., CA 92110		BUSINESS NAME Dixieline Lumber Company	
BUSINESS TYPE Retail Lumber/Building Sales	PHONE 224-4161	PLAN FILE NO. 061020	SQUARE FOOTAGE OF HAZARDOUS AREA 49,494

THE FOLLOWING INFORMATION IS SUBMITTED FOR DETERMINATION OF OCCUPANCY GROUP CLASSIFICATION. ANY DEVIATIONS MAY REQUIRE RECLASSIFICATION OF THIS BUILDING.

1. INDICATE BY A "YES" OR "NO" FOR EACH OF THE FOLLOWING HAZARDOUS MATERIALS WHETHER THEY ARE TO BE USED, PROCESSED OR STORED IN THIS BUILDING. (SEE BACK FOR DEFINITIONS.)

FLAMMABLE/COMBUSTIBLE LIQUIDS Yes EXPLOSIVE & UNSTABLE No COMPRESSED GASES No
DUSTS No FIBERS No CORROSIVES Yes HAZARDOUS WASTES No
TOXIC OR POISONOUS Yes OXIDIZERS No REACTIVES No RADIOACTIVES No
CRYOGENICS No STORAGE IN AN APPROVED FLAMMABLE LIQUID OR CHEMICAL STORAGE ROOM No

2. INDICATE EQUIPMENT OR PROCESS INVOLVING ANY OF THE ABOVE MATERIAL:

FIBERGLASS/RESINS ☐	DUST PRODUCING ☐	DRYING ☐
PRINTING/SILKSCREEN . . . ☐	METAL-PLATING ☐	FLOW COATERS ☐
CHEMICAL STORAGE ☐	SPRAY PAINTING ☐	DIP TANKS ☐
MAGNESIUM PROCESSING . . ☐	OVENS, PROCESS ☐	COMBUSTIBLE FIBER PROC. ☐
MOLTEN SALT BATHS ☐	WELDING, CUTTING ☐	OTHERS ☐

3. LIST SEPARATELY ANY HAZARDOUS MATERIALS INDICATED IN ITEM 1. SHOW MAXIMUM QUANTITIES IN USE, STORAGE, OR PROCESSING. SHOW FLASH POINT OF FLAMMABLE AND COMBUSTIBLE LIQUIDS, AND SHOW THRESHOLD LIMIT VALUE (TLV) OF TOXIC MATERIALS.

CHEMICAL OR GENERIC NAME OF THE MATERIAL	LOCATION OF THE MATERIAL	AMOUNT IN USE	AMOUNT IN STORAGE	FLASH PT./ TLV/LD-50
SEE ATTACHED LISTING				

LIST ADDITIONAL MATERIALS ON THE REAR OF THE FORM

I HEREBY CERTIFY THAT THE USE, STORAGE OR PROCESS OF HAZARDOUS MATERIALS WILL BE LIMITED AS INDICATED ABOVE.

BUILDING OWNER OR RESPONSIBLE PARTY Gerry McEvoy Gerry McEvoy DATE 9-28-90
PRINT OR TYPE NAME SIGNATURE

FIRE DEPARTMENT USE		BUILDING INSPECTION DEPARTMENT USE	
OCCUPANCY CLASSIFICATION		OCCUPANCY CLASSIFICATION	
BY	DATE	BY	DATE

LIST OF HAZARDOUS PRODUCTS

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Adhesives and Glues

Abicibi	hazard	TLV	quantity	size	FLASH PT.
Wall panel adhesive (F)			3	gal.	<100°F
Appliance touch-up magic (F,P,T)		100-1000 PPM	8	8 oz.	<100°F
Dap					
Weldwood resorcinol glue (Com., T)		NOT ESTABLISHED	3	gal.	110°F
Weldwood plastic resin (T)		1000 PPM	15	gal.	110°F
Weldwood contact cement (F,T,P)		20-120 PPM	4	gal.	-50°F to -10°F
Devcon					
Contact cement (F,P,T)		TOXIC EFFECTS; NOT GIVEN	16	14 oz.	0 (TCC)
Rubber adhesive (F,P,T)		TOXIC EFFECTS; NOT GIVEN	12	24 oz.	0°F
Plastic solder (F,T)		TOXIC EFFECTS; FLAMMABLE	12	8 oz.	24 (TCC)
Thread locking compound (F,P,T)		NOT ESTABLISHED	12	16 oz.	<100°F
Contact Cement (F,P,T)		TOXIC EFFECTS; NOT GIVEN	12	1 oz.	0 (TCC)
Plastic solder (F,T)		CHLORINATED (ACID) SOLID	2	.4 oz.	24 (TCC)
Vinyl mender (F,T)		NOT GIVEN	12	.4 oz.	<100°F
Two ton epoxy (T)		NOT ESTABLISHED	12	1 oz.	>400°F
Five minute epoxy (T)		NOT ESTABLISHED	12	1 oz.	>400°F
Plastic steel epoxy (T)		NOT ESTABLISHED	16	2 oz.	>400°F
Epoxy putty (T)		NOT ESTABLISHED	.18	1 oz.	N/A
Duco cement (F,P,T)		ACIDIC 150 PPM	14	1 oz.	0°F
Duro					
Appliance touch-up (F,P,T)		100-1000 PPM	.5	16 oz.	<100°F
Porcelain repair (F,P,T)		100 PPM	.15	12 oz.	<100°F
Franklin					
Contact cement (T)		NOT GIVEN	.5	gal.	>25°F
Construction adhesive (F,T)		30 PPM	.8	gal.	<0°F
Ceramic wall tile adhesive (T)		NOT ESTABLISHED	4	gal.	16°F
Ceiling tile inst. adhesive (F,T)		100 PPM	2	gal.	77°F
Tileboard inst. adhesive (F,T)		50 PPM	6	gal.	<0°F
Goop					
Household adhesive (Com., T)		100 PPM	10	4 1/2 oz.	None
Plumber's adhesive (F,P,T)		(Phenol-formaldehyde)	2	4 1/2 oz.	
Auto-restorative adhesive (F,P,T)			10	4 1/2 oz.	
Inaco					
Flash adhesive clean-up (Com., F)		100 PPM (Chloroform, Methylene Chloride)	1	gal.	101°F
Semi-paste adhesive remover (F,T)		None Given	10	gal.	None Given
IM					
Super 77 spray adhesive (F,T)		20-1000 PPM	20	17 oz.	-50°F
Super 77 spray adhesive (F,T)		20-1000 PPM	15	17 oz.	-50°F

Caulkings

Abicibi					
Panel pro (F,T)		NOT AVAILABLE	12	11 oz.	<100°F
Concath					
FL 200 (F,P,T)		Not Available	48	10.6oz.	<100°F
FL 200 (F,P,T)			36	29 oz.	
FL 400 (F,P,T)			48	10.6oz.	
FL 400 (F,P,T)			36	29 oz.	

Legend: Poisonous (P), Flammable (F), Corrosive (C), Toxic (T), Combustible (Com.)

DIXIELINE LUMBER HOME CENT
3250 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

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<u>Caulking (cont.)</u>	<u>hazard</u>	<u>TLV</u>	<u>quantity</u>	<u>size</u>	<u>FLASH PT.</u>
Construction Adhesive	F,P,T	10 ppm	24	29 oz.	<0°F
Franklin					
Cove base adhesive	F,P,T	100 ppm	13	10.5 oz.	77°F
Panel adhesive	F,P,T	30 ppm	64	10.5 oz.	<0°F
Titebond	F,P,T	NOT SPECIFIED	64	10.5 oz.	NONE
Titebond	F,P,T	"	32	11 oz.	NONE
Subfloor construction	F,P,T	10 ppm	68	29 oz.	<0°F
Geocal					
Clear	Cor,T	NONE GIVEN	24	10 oz.	>212°F
White	Cor,T		24	10 oz.	>212°F
Henry					
Plastic roof cement #208	Cor		32	11 oz.	153°F
Laxal					
Clear	F,T	100-1000 ppm; 5 mg/m ³	24	10.5 oz.	51°F
White	F,T		24	10.5 oz.	52°F
Marvin					
Wet patch roof cement	Cor		32	11 oz.	120°F
Red Devil					
Butyl rubber sealant	F,Cor,P,T	NOT SPECIFIED	24	10.5 oz.	<100°F
<u>Cleaners and Lubricants</u>					
Duro					
Aluminum jelly	P	1 mg/m ³ Chloroformic Acid	8	oz.	NONE
Naval jelly	P		8	oz.	
Gal - Glass					
Liquid	Cor,T	NOT SPECIFIED	1	gal.	>100°F
Spray	F,P	"	18	12 oz.	<100°F
KOD					
Concrete cleaner	F,T,C	5-50 ppm; 1-5 mg/m ³		gal.	NONE
Krylon					
Silicone spray	F,P,T	50-400 ppm	10	10 oz.	EXTREMELY FLAMMABLE NO FLASH PT. GIV
LPS					
Electro contact cleaner	Cor,P	1000 ppm	12	16 oz.	NONE
Life off spray	F,P,T	250 ppm	40	3 oz.	<10°F
Liquid Wrench					
Spray	Cor,P	NOT SPECIFIED	10	9.5 oz.	4 oz.
Super D1	F,T	"	12	11 oz.	<100°F
ALL Mildericide	Cor, T	100 ppm	36	oz.	110°F
Txi-Flow					
Spray	F,T	NOT SPECIFIED	20	3 oz.	110°F
Spray	F,P	"	12	6 oz.	
Spray	F,P	"	10	12 oz.	110°F
3 in 1 oil	P	NONE GIVEN	20	3 oz.	
WD-40					
Spray	F,T	100 ppm	8	7 oz.	110°F
Spray	F,T	100 ppm	20	12 oz.	
Liquid	Cor,P	100 ppm	24	gal.	110°F
X-14					
Stain remover	T	NOT SPECIFIED	1	gal.	NONE

DIXIELINE LUMBER HOME CENTER
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<u>Paints, Primers, etc.</u>	<u>hazard</u>	<u>TLV</u>	<u>quantity</u>	<u>size</u>	<u>FLASH PT</u>
Enterprise					
Exterior oil primer	Com		10	gal.	105°F
Latex paint	T	2-50ppm	1300	gal.	NONE
Semi-Transparent Latex stain	T	2-50ppm	151	gal.	NONE
Solid Latex stain	T	2-50ppm	264	gal.	NONE
Kyle Primer	F,P,T	500ppm	20	gal.	50°F
Kleak's					
Epoxy enamel	F,P,T	NOT AVAILABLE	15	gal.	
Spray epoxy	F,T	"	60	12 oz.	<100°F
Super primer	T	"	13	gal.	
Krylon					
Spray enamel	F,T	NOT AVAILABLE	540	12 oz.	<100°F
Pactra					
Odd's 'n' Ends enamel	F,E	100-500ppm		Actual Cuts	50°F
Plasti-Kote					
Polyurethane	F,T	"	192	12 oz.	"
Rustreat					
Latex	T	NOT AVAILABLE	18	gal.	NONE
Oil enamel	T,Com	"	17	gal.	>100°F
Schaffel					
Metallic paints	F,E	NOT AVAILABLE		4 gal.	<100°F
Zynalyte					
Anodized bronze	F,T		18	13 oz.	
B.B.Q. black	F,T		12	12 oz.	
Fluorescent	F,T		36	12 oz.	
Glass frosting	F,T		6	12 oz.	
Hi-Temperature	F,T		84	12 oz.	
Mat finish spray	F,T		48	12 oz.	
Forch and Fatio paint	T	EXEMPT - NOT HAZARDOUS	28	gal.	EXEMPT - NO
Rustcoat Liquid	P,Com	NOT AVAILABLE	62	gal.	>100°F
Rustcoat spray	F,T		270	13 oz.	
Speed-E-Enamel	F,T		300	13 oz.	
Spray Lacquer	F,T		12	12 oz.	
Spray primer	F,T		66	12 oz.	
Spray shellac	F,T		18	13 oz.	
Superschrome	F,T		12	12 oz.	
Super gloss white	F,T		6	13 oz.	
Zinc coat	F,T		6	13 oz.	

Patching Products

Custom Building Products

Concrete patch	T	NOT AVAILABLE	156	lbs.	
Custom plug	T	"	174	lbs.	
T.S.F.	T	"	80	lbs.	
Tile grout	T	"	100	lbs.	
Stucco patch	T	"	308	lbs.	

Coop

Automotive	Com,F,T	100ppm (residual only)	30	3.7 oz.	NONE
Household	F,P,T		30	3.7 oz.	
Plumber's	F,P,T		30	3.7 oz.	

Henry's

Plastic roof cement #208	Com.		4	gal.	130°F
Seal black #112	T	0.1mg/cu ft	4	gal.	NONE
Seal black #112	T	0.1mg/cu ft; 10mg/cu ft	4	gal.	NONE

Jasco Termin - 8

	Com,F	500ppm (non-hazardous)	7	gal.	105°F
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<u>Patching Products (conc.)</u>	<u>hazard</u>	<u>TLV</u>	<u>quantity</u>	<u>size</u>	<u>FLASH PT.</u>
M.O. Foam Sealant	Com.		40	12 oz.	>100°F
Marvin					
Aluminum roof coating	Com., P	100-200 ppm	8	gal.	105°F
Cold process roof cement	Com.		18	gal.	100°F
Lap cement	Com.		20	gal.	100°F
Plastic roof cement	Com.		10	gal.	100°F
Wax patch R.C.	Com.		29	gal.	100°F
Masco					
Mascoat II	Com., P, T	not avail.	10	gal.	>100°F
Plasti Dip	T, Com.	100-150 ppm	12	gal.	>100°F
U.G.L. Drylok	Com., T	30-100 ppm	13	gal.	>100°F
<u>Stains, Varnishes, etc.</u>					
Bix Wood Bleach	P, C	not avail.	1	gal.	none
Crystal Clear Finish Resin	P, I	"	6	gal.	<100°F
Deft					
Clear wood finish	P, P, I	25-400 ppm	24	13 oz.	<100°F
			10	gal.	
Enterprise					
Spar Varnish	Com., I	100 ppm	1	gal.	105°F
Foxby's					
Furniture cleaner	Com., P	not avail.	5	gal.	>100°F
Furniture refinisher	P, P, I	100-150 ppm	5	gal.	100°F
Lemon oil	Com., P		3	gal.	100°F
Tung oil finish	Com., P	500 ppm	6	gal.	105°F
Flecto					
Liquid plastic	Com., I	30-100 ppm	8	gal.	106°F
Neonol oil finish	Com., P	100 ppm	2	gal.	105°F
Pro. Clear finish	Com., I	100 ppm	12	gal.	105°F
Varchane spray	P, P, I	50-100 ppm	52	12 1/2 oz.	<100°F
Glass 'N' Seal	P, P, I	not available	2	gal.	>50°F
K-Glass Resin/Varnish	P, I	100 ppm	6	gal.	177°F-157°F
Marine Laminating Resin	P, I		6	gal.	
Minox.					
Helman spar urethane spray	P, P, I	500 ppm	28	13 oz.	105°F
	Com., P	500 ppm	5	gal.	105°F
Paste finishing wax	Com., P	500 ppm	16	lbs.	105°F
Polystades	Com., P	500 ppm	38	gal.	105°F
Polyurethane spray	P, P, I	50-500 ppm	25	13 oz.	<100°F
			10	gal.	
Tung oil finish	Com., P	500 ppm	1	gal.	105°F
Wood conditioner	Com., P	500 ppm	3	gal.	105°F
Wood filler	Com., P	500 ppm	1	gal.	105°F
Wood finish	Com., P	500 ppm	51	gal.	105°F
Wood hardener	P, Com.	1mg/ml	1	gal.	140°F
Parks					
Lacquer sanding sealer	P, P, I	50-100 ppm	4	gal.	70°F
Shellac	P, I	1000 ppm	4	gal.	55°F
Thompson's					
Water seal	Com., P	125 ppm	3	gal.	105°F
Water seal new formula	Com., P	100 ppm	38	gal.	>100°F
Wood protector	P, I, Com.	1mg/ml	20	gal.	105°F

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<u>Stains, Varnishes, and. (cont)</u>	<u>hazard</u>	<u>TLV</u>	<u>quantity</u>	<u>size</u>	<u>FLASH pt</u>
<u>Waxes</u>					
Danish oil finish	Com, F, T	100 PPM	28	gal.	104°F
Marine teakwood finish	Com, F, T		11	gal.	
Redwood finish	Com, F, T		11	gal.	
Satin wax	Com, F, T		3	gal.	
Teak oil finish	Com, F, T		2	gal.	
Tile and brick sealer	Com, F, T		1	gal.	
Weather Warrior					
Wood restorer	F, T	NOT EXTRACTED	21	gal.	NONE
Wood sealer	Com, F, T	200 PPM	12	gal.	>200°F
Woodlife Wood Preservative	F, T	100 PPM	14	gal.	105°F
Wood - Rich					
Clear gloss finish	Com, T	100 PPM	3	gal.	105°F
✓ Clear satin finish	Com, T	100 PPM	2	gal.	105°F
✓ Crystal clear varnish	Com, T	100 PPM	1	gal.	105°F
✓ Oil sanding sealer	F, T	100 PPM	1	gal.	60°F
✓ Oil stain and varnish	Com, T	100 PPM	14	gal.	105°F
✓ Oil wiping stain	Com, T	10-100 PPM	14	gal.	105°F
<u>Solvents</u>					
Klenk's Epoxy Thinner	F, F, T	NOT AVAILABLE	2	gal.	<100°F
<u>Paints</u>					
Acetone	F, F	750 PPM	11	gal.	0°F
Denatured Alcohol	F, F	20-1000 PPM	11	gal.	55°F
Furniture refinisher	F, F	100-750 PPM	8	gal.	17°F
Kerosene	F, Com	100 PPM	10	gal.	130°F
Lacquer thinner	F, F	20-100 PPM	9	gal.	30°F
Linseed oil	F, Com	N/A	11	gal.	401°F
Liquid strip	F, F	100-750 PPM	8	gal.	17°F
Mineral spirits	Com, F	200 PPM	6	gal.	105°F
Muriatic acid	F, C	NONE GIVEN	13	gal.	NONE
Naphtha	F, F	750 PPM	14	gal.	45°F
No drip strip	F, F	100-750 PPM	8	gal.	6100°F
Paint thinner	F, Com, F	20-100 PPM	17	gal.	20°F
Pro-stripper	F	25-500 PPM	8	gal.	NONE
Rough and ready	F, F	100-500 PPM	1	gal.	40°F
Turpentine	Com, F	100 PPM	13	gal.	105°F
Zynolux Super Recover	F	UNAVAILABLE	8	gal.	NONE

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List of Toxic (etc.) Products

Name of Product Deno. #1 Exell	TOXICS	Size	Quantity in Stock	TLV
Ant Killer Baic		3 - 1/6 oz. traps	12	
Ant, Roach and Spider Spray		15 oz.	12	
Brush - 3- Cone		pc.	16	
Buggetta		2 1/4 lb.	32	
Buggetta		5 lb.	10	
Buggetta Deadline		pc.	16	
Buggetta Plus		1 lb.	12	
Chacon Iron and Chelate		1 1/2 lb.	12	
Chacon Repel		330 sq. ft.	12	
Chacon Terr-o-vice		gal.	12	
Chacon Ultrasonic 8-1		pc.	12	
Citrus and Avocado Food		4 lb.	14	
Cookes Gopher Mix		1 lb.	12	
Cookes Gopher Mix		4 lb.	6	
Corry Soil and Slug		2 1/4 lb.	6	
Crab and Nuc grass Killer RTU		24 oz.	12	
D-Con Mouse Pruffe		1.5 oz.	24	
D-Con Mouse Pruffe		3 oz.	12	
D-Con Ready Mix		1 lb.	12	
Diazinon		pc.	12	
Diazinon		pc.	12	
Diazinon Granules		1 lb.	12	
Diazinon Granules		10 lb.	11	
Dunginex		8 oz.	12	
General Purpose Plant Food		4 lb.	24	
Grants And Control		3.3 oz.	24	
Grass-b-Cone RTU		24 oz.	12	
Green Sweep Lawn Food RTU			24	
Green Sweep Weed and Feed RTU (contains Di-ethionine Phosphate)			24	
Grass-Stakes Fruit Tree		1 1/4 lb.	24	
Grass-Stakes Tree and Shrub		1 1/4 lb.	24	
HL - Power Fogger		7.5 oz.	12	
Home and Garden Spray (Insecticide)		16 oz.	12	
Home Pest Control		24 oz.	15	
Home Pest Control		gal.	12	
Home and Wasp Spray		15 oz.	18	
Ice Plant Vender		gal.	8	
Isotox		pc.	12	
Klean-up		24 oz.	12	
Klean-up		pc.	12	
Klean-up		pc.	12	
Klean-up RTU		1/2 gal.	8	
Malachion		pc.	21	
Miracle Gro		1 1/2 lb.	24	
Miracle Gro Garden Feeder		5 lb.	12	
Miracle Gro Lawn Food		5 lb.	12	
Multi-purpose Food		20 lb.	24	
Multi-purpose Fungicide		pc.	12	
Ortho Klor (Insecticide)		pc.	12	
Ortho Klor (Insecticide)		1 1/4 lb.	12	
Outdoor Ant and Flea Spray		pc.	12	
Oxygen Plus		pc.	12	

NOTE: Check mark (✓) at left of product name denotes ORTHO products which only a product label has been provided by ORTHO. The product label does not provide the Threshold Limit Value (TLV). See attached memo letter.

TOXICS

Name of Product

- ✓Pet Flea and Tick Spray
- ✓Pruning Seal w/APF
- ✓Roach Bait
- ✓Rose Food
- ✓Rose Systemic
- ✓Rose and Flower Spray
- ✓Rose and Flower Spray
- Round-up Lawn and Garden (herbicide)
- Round-up Lawn and Garden (herbicide)
- Round-up RTU
- Schultz - Rotational Insecticide (herbicide)
- ✓Sevin Dura
- ✓Strike Insect Strip
- Tanglefoot
- Tern-out (Insecticide)
- ✓Tomato-vegetable Spray
- ✓Triox
- ✓Triox
- ✓Weed-b-Gone
- ✓Weed-b-Gone

Par

- Grassgrass and Spurge Preventer
- Fungicide Insecticide Fertilizer
- Lawn Food
- St. Augustine and Bermuda
- Weed and Feed

Rail-Kill

- Ant and Roach Spray
- Extra Strength Ant and Roach Spray
- Home Fogger Bonus Pack
- Indoor Flea Fogger
- Pet, Horse and Flea
- Wasp and Hornet

Scenes

- Dirtbuilder (Lawn Fertilizer)
- Dirtbuilder plus 2 (Lawn Fertilizer)

Weverhaeuser Garden

- Ant Killer Granules
- Concentrated Weed Killer
- Dorm-Kill
- Diazinon
- Gopher Casser
- Home Insect Killer
- Malathion
- Termite Killer
- Weed-Out

Size

- 24 oz.
- 8 oz.
- 1 lb.
- 4 lb.
- 5 lb.
- 14 oz.
- 24 oz.
- pc.
- qt.
- 24 oz.
- 5 1/2 oz.
- 1 lb.
- 24 oz.
- 6 oz.
- 19 oz.
- 24 oz.
- qt.
- gal.
- pc.
- 24 oz.

Quantity in Stock

- 12
- 12
- 12
- 14
- 9
- 12
- 24
- 24
- 24
- 24
- 12
- 12
- 15
- 12
- 12
- 12
- 24
- 15
- 6
- 16
- 20

- 14 lb.
- 8 lb.
- 15 lb.
- 20 lb.
- 15 lb.

- 24
- 20
- 24
- 14
- 24

- 11 oz.
- 11 oz.
- 3 - 6 oz.
- 6 oz.
- 11 oz.
- 17 oz.

- 24
- 24
- 40
- 24
- 24
- 24

- 2500 sq. ft.
- 2500 sq. ft.

- 8
- 8

- 1 lb.
- qt.
- pc.
- pc.
- 4.5 oz.
- gal.
- pc.
- qt.
- pc.

- 12
- 12
- 12
- 12
- 12
- 12
- 12
- 12
- 12

Stop

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CORROSIVES

Name of Product
Dept. 71
Grocery Group/Aqua Chem

Size

Quantity in Stock Page 8 OF 11

FLASH PT.
ON T.V.

Algaecide - Granular
Algaecide - Liquid 10Z
Black-out Algaecide
Cherry Blossom Fragrance
Chlorine - concentrated
Chlorine - granular
Chlorine - granular
Chlorine - liquid
Chlorine - tablets 1"
Chlorine - tablets 1"
Chlorine - tablets 1"
Chlorine - tablets 3"
Chlorine - tablets 3"
Chlorine - tablets 3"
Clarifier
Filter Aid
Floating Cartridge
Gardenia Fragrance
Hydrochloric Acid - liquid
PH Decreaser
PH Decreaser
PH Increaser
PH Increaser
Quick-fire Charcoal Lighter
Rotti Solution
Shock Treatment
Shock Treatment
Shock Treatment
Shock Treatment
Spa Algaecide
Spa Anti-foam
Spa Clarifier
Stabilizer
Stain and Scale
Test Kit - 2 way
Tile Cleaner

3 1/2 lb.

gal.

qt.

14.1 oz.

qt.

3 3/4 lb.

7 1/2 lb.

gal.

3 3/4 lb.

7 1/2 lb.

15 lb.

3 3/4 lb.

7 1/2 lb.

15 lb.

qt.

12 lb.

4 lb.

14.1 oz.

gal.

24 oz.

5 lb.

16 oz.

4 lb.

qt.

2 - 1/2 oz. bottle

16 oz.

1 lb.

2 lb.

4 lb.

16 oz.

16 oz.

16 oz.

3 lb.

16 oz.

2 - 1/2 oz. bottle

qt.

9

9

12

12

12

12

5

80

6

9

4

6

9

4

12

2

9

12

18

12

12

12

12

24

12

48

12

12

12

12

12

12

12

24

12

CORROSIVES

STOP

FLASH PT.

Dept. 71

California Hardware Book I

COMMON HOUSEHOLD POLISH, CLEANERS

Brasso Polish
Cabinet Magic
Comet Cleaner
Countertop Magic
409 Cleaner
Coddard Cabinetmakers Wax
Coddard Lemon/Bearwax Polish
Kitchen Magic
Lime-Away
Lysol Spray
Microwave Magic
Murphy's Oil Soap
Never Dull Polish
Panel Magic
Parson's Clear Ammonia
Pine-Sol
Scotch Guard Carpet Cleaner

8 oz.

13 oz.

14 oz.

13 oz.

22 oz.

4.5 oz.

12 oz.

13 oz.

16 oz.

12 oz.

13 oz.

16 oz.

5 oz.

13 oz.

28 oz.

13 oz.

18 oz.

12

12

48

12

12

12

12

12

12

12

12

26

26

12

12

12

12

CONCENTRATED 7X
FLAMMABLE C100
NONE
FLAMMABLE C100
NONE
CONCENTRATED 7X
CONCENTRATED 7X
FLAMMABLE C100
NONE
FLAMMABLE C100
FLAMMABLE C100
NONE
CONCENTRATED 7X
FLAMMABLE C100
NONE
CONCENTRATED 7X
NONE

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CONT'D NEXT PAGE

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Name of Product. [COMMON HOUSEHOLD POLISH, CLEANERS]	Size	Quantity in Stock	Price of 11
Scotch Guard Fabric Protector	14 oz.	12	PLAIN PT.
Scotch Liquid Gold	16 oz.	12	NONE
Soft Scrub	26 oz.	12	COMBINATION 20
Spic and Span	16 oz.	12	NONE
Tile and Grout Magic	13 oz.	12	NONE
Tillex	16 oz.	12	PLAIN PT.
Whooops Carpet Cleaner	13 oz.	12	NONE
Windex-Aerosol	20 oz.	12	PLAIN PT.
Windex-Trigger Spray	22 oz.	24	NONE
<u>Monarch Mirror Door Co.</u>	Stop	Stop	
Mirror Mastic CTC	10.6 oz.	12	COMBINATION 20
<u>W. K. Montgomery</u>			
K-Lux Adhesive Mortar	gal.	12	COMBINATION 20
<u>Pacific Western Sales</u>			
Cal Gloss - Aerosol	12 oz.	24	COMBINATION 20
Cal Gloss - Cans	16 oz.	24	COMBINATION 20
Sprayway Glass Cleaner	19 oz.	24	NONE
<u>So-Cal Commercial</u>			
Light Cork Adhesive	qt.	12	COMBINATION 20
<u>Tri-Vest</u>			
Adhesive	qt.	12	COMBINATION 20
Adhesive	gal.	4	
Adhesive Wall Base	qt.	12	
Adhesive Wall Base	gal.	4	
New Beginning	qt.	12	
Once N' Done	qt.	12	COMBINATION 20
Shinemaker	qt.	12	
<u>Virginia Hardwood Co.</u>			
Clean N' Strip	32 oz.	24	COMBINATION 20
Dark N' Rich Wax	32 oz.	24	
Everbond LE Mastic	gal.	8	
Light N' Bright Wax	32 oz.	24	

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LIST OF HARMFUL PRODUCTS

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Olympic	Hazard	ILY	Quantity	Size	Flash Pt.
Semi-trans Stain	Com	100ppm Hg, 100ppm Pb	96	gal	105°F
solid color	"	"	96	gal	105°F
dark	"	"	32	gal	105°F
wood preservative	"	"	42	gal	105°F

Sedland

Traffic paint	Com	100 ppm ALUMINUM HYDROCARBON & XOLANE	22	gal	471°F
Floor & maint. paint	"	"	14	gal	>100°F
Floor & maint. paint	"	"	3	qts	>100°F
High Gloss enamel	"	"	17	gal	78°F
High gloss enamel	"	"	15	qts	78°F
Semi gloss enamel	"	"	19	gal	78°F

Dalt

1500 Wood stain	F, P, T	25-400 ppm	2	gal	<100°F
"	"	"	6	qts	<100°F

Jasco

Adhesive remover	(Com, P)	100 ppm (ALUMINUM HYDROCARBON)	1	gal	101°F
"	"	"	3	qts	101°F

Downs

Fixall			1	25#	
"			3	15#	
"			8	5#	
"			15	3#	
"			3	20 Oz.	

NON-HAZARDOUS - NECESSARY TEST ONLY

*EXCLUSIVELY DUST ONLY -
NON-HAZARDOUS*

Oregon

2 cycle oil	Com, P	NOT ESTABLISHED (Residue 100ppm Petroleum)	16	6 Oz.	> 200°F
Saw & Chain oil	Com, P	NOT ESTABLISHED (Residue 100ppm Petroleum)	12	qt	> 200°F

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Echo	Hazard	ILV	Quantity	Size	Flash pt.
2 cycle oil	COM	NOT EST. - RECOMMEND (100 PPM PETROLEUM SPRAYS OROLOGRAM)	12	5.2 Oz.	210°F
Tucker					
Kapp gas	FLAMMABLE	UNKNOWN	3	16 Oz.	UNKNOWN
Oxygen	"	"	8	1.5 Oz.	UNKNOWN
Propane	EXTREMELY FLAM.	NONE GIVEN	24	14.1 Oz.	< -150°F
Wagonmaster					
Propane	EXTREMELY FLAM.	NONE GIVEN	6	14.1 Oz.	< -150°F
Skill.					
80112 Lubricant	COM	NOT AVAILABLE	5	16 Oz.	> 100°F
D & H Alloys					
Miracle weld	NOT AVAILABLE	NOT AVAILABLE	12	7.1 grams	NOT AVAILABLE

OUTSIDE STORAGE

3000 lbs. LFG storage					
EXTREMELY FLAM.					
NONE EST.					
388					
gals					
125°F					
DELET					
Hydraulic oil (1 drums)	COM	5 mg/m ³ (maximum oil mist)	30	gals	> 390°F
Motor oils (2 drums)	COM	3 mg/m ³ (maximum oil mist)	60	gals	425°F
1000 GAL. DIESEL UNDERGROUND TANK	COM.		1000	GAL	> 100°F
675 GAL. GASOLINE UNDERGROUND TANK	FLAM.		675	GAL	- 49°F

9.3 Corporate Name.

Dixieline Lumber Company
CORPORATE NAME

I, Kevin W. Donnelly, certify that I am the Secretary of the corporation named in the attached agreement; that William S. Cowling II, who signed this agreement on behalf of the corporation, was then _____ President of said corporation; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body, pursuant to a resolution duly adopted by its Board of Directors on January 10, 1992 and is within the scope of its corporate powers; and that set out below are the names of the officers and directors of said corporation.

By *Kevin W. Donnelly*

CORPORATE SEAL

Name William S. Cowling II
Title President

Name Richard L. Bready, Vice
President Title & Director

Name Richard J. Harris, Treasurer
Title & Director

Name Dudley M. Robinson, Vice
President Title & Asst. Treasurer

(R-92-1425)

RESOLUTION NUMBER R- 279654

ADOPTED ON MAR 30 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a lease agreement with DIXIELINE LUMBER COMPANY, replacing its present lease, for approximately 3.8 acres of land located at 3250 Sports Arena Boulevard, with the following provisions:

An expiration date of 2015;

An initial annual rent of \$250,000, with adjustments in the years 2000 and 2010 to fair market rent;

Lessee's option to terminate the lease in the years 2000 and 2010;

City to receive 50% of proceeds (less costs such as real estate commissions) from an assignment of the leasehold premises; under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No.

RR- 279654.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/17/92
Or.Dept:Prop.
Job:220475
R-92-1425

MAR 30 1992

MAR 30 1992

Passed and adopted by the Council of The City of San Diego on _____ by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Stevens, Behr, Stallings, McCarty,
Filner, McCarty.

NAYS: None.

NOT PRESENT: _____

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Linda Lugano, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 279654, passed and adopted by the Council of The City of San Diego, California
on MAR 30 1992.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Linda Lugano, Deputy

51-A
GROARKE

(R-92-1425)

RESOLUTION NUMBER R- 279654

ADOPTED ON MAR 30 1992

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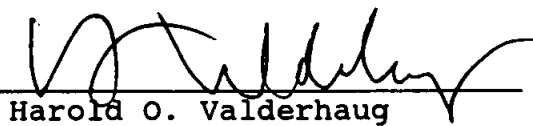
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City to receive 50% of proceeds (less costs such as real estate commissions) from an assignment of the leasehold premises; under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No.

RR- 279654.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/17/92
Or.Dept:Prop.
Job:220475
R-92-1425

REQUEST FOR COUNCIL ACTION				CITY OF SAN DIEGO		1. CERTIFICATE NUMBER	
TO: CITY ATTORNEY		2. FROM: (ORIGINATOR) Property Department - Management Division			3. DATE November 29, 1993		
4. SUBJECT: Dixieline Lumber - Lease Amendment							
5. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCES(S) ☐ AGREEMENT(S) ☐ DEED(S)							
Authorizing the City Manager to execute the first amendment to the lease agreement with Dixieline Lumber for the City-owned property at 3250 Sports Arena Boulevard.							
5a. CITY MANAGER'S RECOMMENDATION: Authorize the first amendment to the lease with Dixieline Lumber to provide a rent credit up to \$18,000 maximum for 50% of construction costs for sidewalk, curb and gutter improvements on Kurtz Street.							
6. SUPPORTING INFORMATION: (INCLUDE ONLY INFORMATION <u>NOT</u> COVERED ON FORM 1472A, "DOCKET SUPPORTING INFORMATION"). ACTION REQUESTED BY: Property Director DESCRIPTIVE LOCATION: 3250 Sports Arena Boulevard ENVIRONMENTAL ASSESSMENT: This activity is categorically exempt from CEQA, existing facilities, pursuant to State Guidelines, Section 15301. HANDLING: <u>DO NOT RECORD</u> . Deliver documents to Property Department, Attention Martin Mumert, M.S. 51-A, for further handling.							
7. FOR INFORMATION CONTACT: (NAME & MAIL STA.) GROARKE:Mumert 51-A			8. TELEPHONE NO. 66766/66727		9. CHECK IF "DOCKET SUPPORTING INFORMATION" ATTACHED ☒		
10. COMPLETE FOR ACCOUNTING PURPOSES:			11. ROUTING AND APPROVALS				
	BUDGETED	UNBUDGETED	ROUTE (S)	APPROVING AUTHORITY	APPROVAL		DATE SIGNED
FUND/DEPT.			✓	DEPARTMENT DIRECTOR			
ORGANIZATION			X	CLEARING AUTH. EAS			
OBJECT ACCOUNT			X	CLEARING AUTH. EOCP			
JOB ORDER				CLEARING AUTH.			
WORK ORDER NO.				CLEARING AUTH.			
C.I.P. NO.				CLEARING AUTH.			
FACILITY				CLEARING AUTH.			
AMOUNT			X	DCM CONRAD			
12. ESTIMATED COST: Job: 220475 cc: Docket				AUDITOR			
			X	CITY ATTORNEY			
			X	ORIGINATING DEPARTMENT			
			✓	Mgr. Dkt. Clerk _____ Council Rep. _____	RULES ☐ CONSENT ☐ ADOPTION COMMITTEE ☐ Refer to _____ Date _____		

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

November 29, 1993

SUBJECT:

Dixieline Lumber - Lease Amendment

BACKGROUND: (DOUBLE SPACE)

Dixieline Lumber leased approximately 3.8 acres of land in the Sports Arena area from the City's predecessor in interest, Union Oil Company. The lease contained errors in the legal description. Dixieline built improvements with the City's approval, relying on that description, and in so doing, encroached onto the public right-of-way on Kurtz Street at the rear of the parcel, leaving insufficient room for a sidewalk. Pedestrians had to step into the street to walk around the buildings, and one was hit by a car a couple of years ago and sued the lessee and the City. The City and lessee were found not liable. The driver paid damages.

Requiring the lessee to remove the encroachment would be expensive and likely result in litigation and related costs. To protect public safety and reduce potential liability, negotiation by staff of the Property Department, Streets Division and City Attorney's office with the lessee resulted in a plan to have the lessee construct a 4.5 ft. wide sidewalk and curb rather than the normal 6 ft. width. To address the safety issue as quickly as possible, staff would recommend that the City pay half the sidewalk cost estimate of \$36,000 up to a maximum of \$18,000 in the form of a rent credit to lessee, whose monthly rent is in excess of \$23,000. An Encroachment Removal Agreement would be signed simultaneously with the lease amendment.

FISCAL IMPACT: Income to the General Fund 100 for FY. 93 will decrease by \$18,000 maximum.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

CONRAD:Collins:MLM

Job 220475

SIGNATURES:

ORIGINATING DEPT. HEAD

CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)

SAN DIEGO CO.

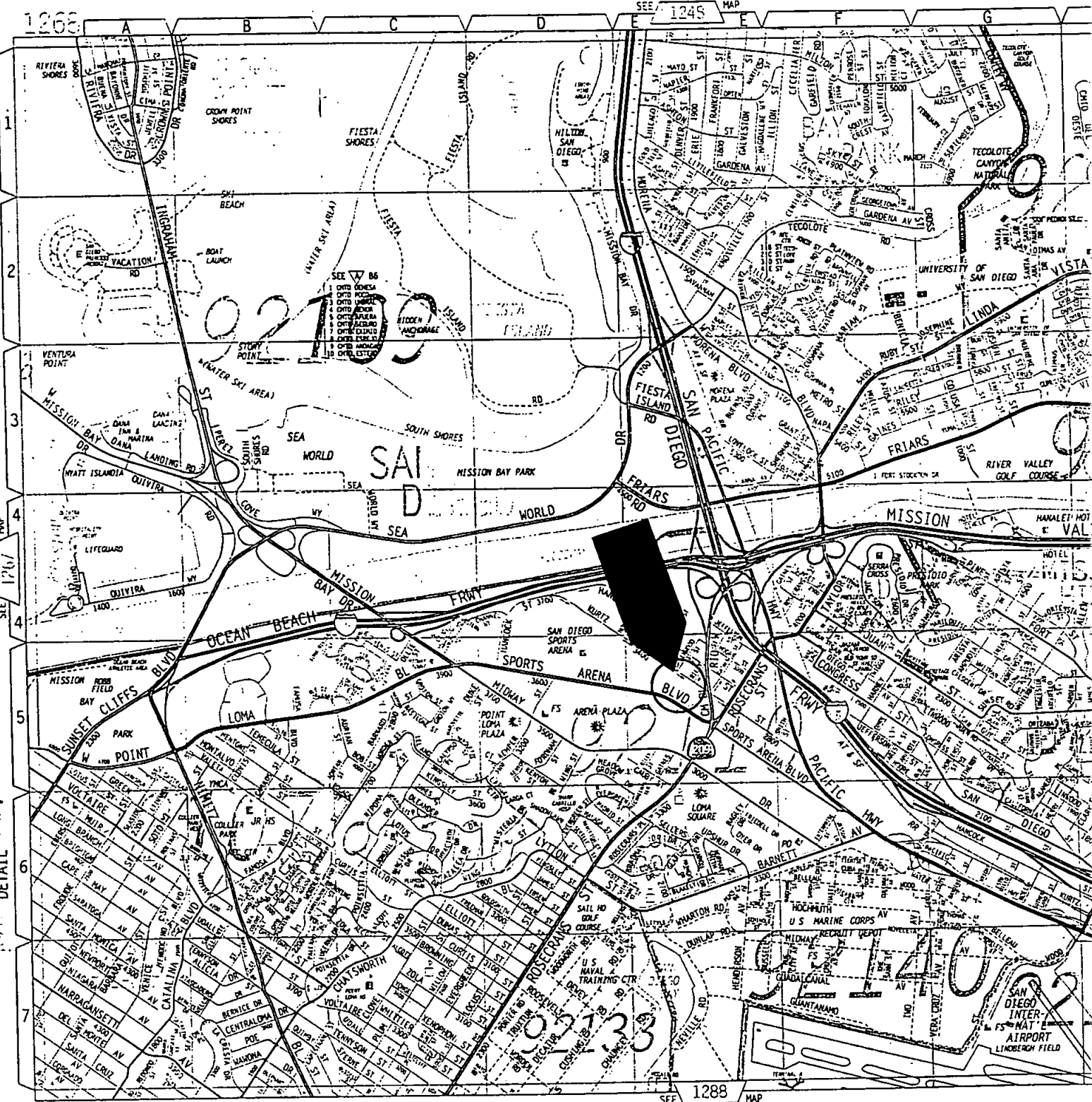
MAP 1267

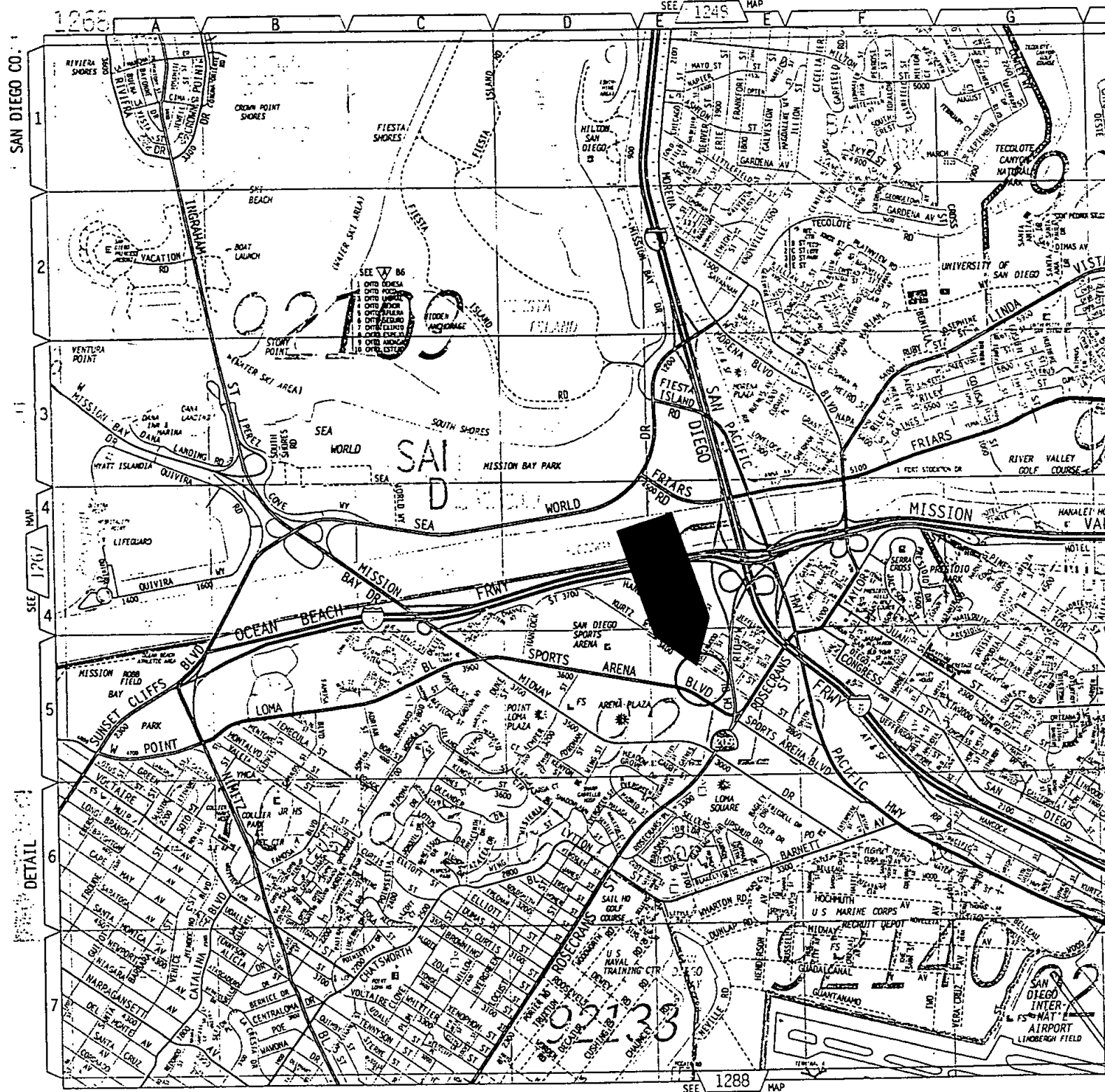
DETAIL

1266

SEE 1248 MAP

SEE 1288 MAP





RECORDED AT THE REQUEST OF
CHICAGO TITLE CO.

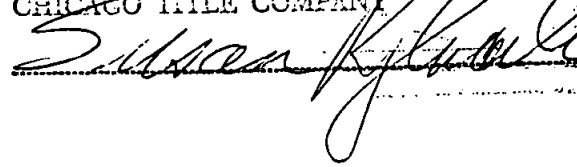
RECORDED AT THE REQUEST OF
AND WHEN RECORDED, RETURN TO:

Thomas W. Turner, Jr., Esq.
PROCOPIO, CORY, HARGREAVES
AND SAVITCH
530 B Street, Suite 2100
San Diego, California 92101

CERTIFIED to be a correct Copy of the
Contents of the Original Document

Recorded 3-30-94
File No. 0211082

Official Records of San Diego County, California
CHICAGO TITLE COMPANY



MEMORANDUM OF LEASE AND SUPERSEDING OF PRIOR LEASES

THIS MEMORANDUM OF LEASE AND SUPERSEDING OF PRIOR LEASES ("Memorandum") is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation ("Landlord"), and DIXIELINE LUMBER COMPANY, a Delaware corporation ("Tenant"). By that certain Flat Rate Lease dated December 30, 1991 ("Lease"), Landlord has leased and is currently leasing to Tenant the real property described in Exhibit A attached hereto. The term of the Lease continues through November 7, 2015. Reference is made to the Lease for all terms, covenants, agreements and agreements and conditions contained therein, which are incorporated by reference herein and expressly made a part hereof.

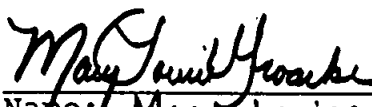
Landlord hereby acknowledges and confirms that the prior lease from Landlord to San Diego Arena Lease Company indicated in a document recorded November 8, 1965, as File No. 203052 in the Official Records of San Diego County, California ("Official Records") and the prior lease from Landlord to Robert Breitbard and Union Oil Company of California, as a Joint Venture (collectively "Union-Breitbard"), indicated in a document recorded August 10, 1967, as File No. 119425 in the Official Records have each heretofore been superseded by the Lease, and are of no further force or effect as to the real property described in Exhibit A.

Tenant hereby acknowledges and confirms that the sublease from Union-Breitbard to Tenant indicated in a document recorded November 29, 1968, as File No. 209061 in the Official Records has heretofore been terminated and is of no further force and effect.

Executed on March 29, 1994.

LANDLORD

THE CITY OF SAN DIEGO,
a municipal corporation

By: 
Name: Mary Louise Groarke
Title: Supervisor

TENANT

DIXIELINE LUMBER COMPANY,
a Delaware corporation

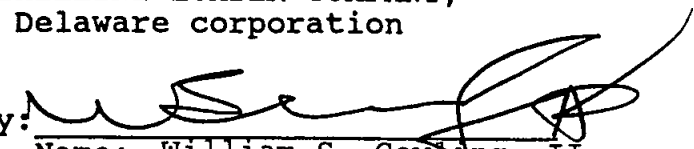
By: 
Name: William S. Cowling, II
Title: President

EXHIBIT A

Legal Description.

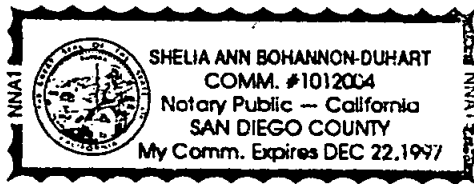
Those portions of Pueblo Lots 313, 314, 337 and 338 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the map thereof made by James Pascoe recorded in the Office of the County Recorder of said County as Miscellaneous Map No. 36, described as follows:

Beginning at a 3/4-inch iron pipe marked L.S. 2412 monumenting a point in the Northerly line of Sports Arena Boulevard, 115.00 feet wide, distant along said line North 77°55'15" West 46.42 feet from a 3/4-inch iron pipe marked L.S. 2412 monumenting the Westerly terminus in said line of a tangent curve having a radius of 1,019.93 feet and being concave Southwesterly; thence along said Northerly line North 77°55'15" West 174.03 feet; thence leaving said line North 24°11'14" East 347.69 feet; thence North 35°56'45" East 222.00 feet to the Southwesterly line of Kurtz Street, 57.00 feet wide, said line being also a line parallel with and distant Southwesterly 7.00 feet measured at right angles from the Northeasterly line of said Pueblo Lots 337 and 338; thence along said Southwesterly line South 53°59'00" East 66.32 feet and South 53°58'40" East 383.68 feet; thence leaving said line South 35°56'45" West 147.26 feet; thence North 54°03'15" West 50.00 feet; thence South 35°56'45" West 93.80 feet; thence North 75°04'35" West 182.12 feet; thence South 35°56'45" West 185.00 feet to the Point of Beginning; containing 3.801 acres, more or less.

State of California
 County of SAN Diego
 On 3/29/94 before me, SHELIA A. BOHANNON-DUHART
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Mary Louise Groarke
NAME(S) OF SIGNER(S)

☒ 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.
Shelia A. Bohannon-Duhart
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
City of San Diego

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
 County of SAN DIEGO
 On 3/29/94 before me, SUSAN E. HILL
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared WILLIAM S. COWLING, II
NAME(S) OF SIGNER(S)

☐ 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.
Susan E. Hill
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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- ☐ INDIVIDUAL
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☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
DIXIE LUMBER COMPANY

OPTIONAL SECTION

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NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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