

CITY OF SAN DIEGO

USE AND OCCUPANCY PERMIT

THIS CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between **The City of San Diego**, a California municipal corporation ("CITY"), and **City Heights Town Council, Inc.**, a non-profit 501(c)(3) organization, **dba Ridgeview Community Garden** ("PERMITTEE"), to be effective as of May 1, 2012, when signed by the parties and approved by the San Diego City Attorney (the "Effective Date").

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Permit, the following terms shall be defined as follows:
 - a. **"Permit Area"** shall mean that CITY-owned real property located at the **Northeast Corner of Ridgeview Drive & Fairmount Avenue, San Diego, CA 92105**, consisting of approximately 5,000 square feet in a vacant lot, and more particularly described in **Exhibit A: Permit Area**, attached hereto.
 - b. **"Permit Fee"** shall mean a one-time, non-refundable permit processing fee in the amount of Six Hundred Dollars (\$600).
 - c. **"Permit Use"** shall mean the exclusive use of the Permit Area solely for use as a Community Garden for crop cultivation and growing food collectively or by individuals.
 - d. **"PERMITTEE's Address for Notices"** shall be: Ridgeview Community Garden
Attn: Beth Townsend
2133 Clematis Street
San Diego, CA 92105
 - e. **"Term"** shall mean three (3) years, commencing on the Effective Date.
2. **Occupancy.** Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its officers, employees, agents, and contractors to enter upon and occupy the Permit Area solely for the purpose of the Permit Use.
3. **Use of Permit Area.** PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without CITY's prior written consent in each instance. PERMITTEE shall continuously occupy and use the Permit Area throughout the Term.
 - a. General guidelines for the participation and use of the Community Garden are more particularly described in **Exhibit B: Rules & Regulations**, attached hereto. City reserves the right to make changes to this document as the City may deem necessary. PERMITTEE shall ensure that the Community Garden shall be made available to the

general public without discrimination as to race, color, creed, sex, age, or national origin.

4. Rent. In consideration of PERMITTEE's establishment of a Community Garden which will enhance the appearance and visibility of the Permit Area; for its efforts in providing this recreational, educational, and cost-saving opportunity to all the community residents; and for the direct offset to City expenditures caused by PERMITTEE's agreement to, at its sole cost and expense, maintain, repair and keep the Permit Area in a safe, healthy, and sanitary condition at all times during the Term, and to keep the Permit Area free and clear of rubbish, debris, and litter at all times, and to keep the Permit Area free and clear of weeds and brush; City agrees that Rent for the Permit Area will be waived during the Permit Term.
5. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
6. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
7. Term. The Term shall commence on the Effective Date. The Term shall not exceed three (3) years unless authorized by CITY's City Council.
8. Revocable License. This Permit is not a lease. It is a license to use CITY-owned property, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this Permit.
9. No Holdover. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, such occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.
10. Termination. PERMITTEE may terminate this Permit for any reason upon thirty (30) days prior written notice.
11. Restoration of Permit Area. Except as otherwise provided in this Permit, prior to the expiration or as soon as practicable after termination of this Permit, PERMITTEE shall restore the Permit Area to its condition on the Effective Date, normal wear and tear excepted.

12. Permit Fee. PERMITTEE shall pay the Permit Fee to CITY upon execution of this Permit.
13. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy, and sanitary condition at all times during the Term. CITY shall not be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris, and litter at all times. PERMITTEE shall keep the Permit Area free and clear of weeds and brush as reasonably directed by CITY and to CITY's reasonable satisfaction.
14. Inspection. CITY may at all times enter and inspect the Permit Area.
15. Utilities. PERMITTEE shall order, obtain, and pay for all utilities and service and installation charges in connection with its use of the Permit Area.
16. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
17. Insurance. PERMITTEE shall deliver to CITY's Real Estate Assets Department a current certificate of insurance for:
 - (1) Commercial General Liability Insurance, providing coverage on the Permit Area for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);
 - (2) Automobile Liability Insurance, providing coverage on the Permit Area for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and
 - (3) Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE's employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
- 17.1 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
- 17.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY.

17.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

17.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

17.5 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and obtain replacement insurance as soon as possible.

17.6 Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use or the Permit Area, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use or the Permit Area.

17.7 Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

17.8 Causes of Loss - Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permit Use or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver to CITY a certificate of such insurance.

18. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers,

employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents.

19. Compliance with Laws. PERMITTEE shall at all times comply with all applicable laws, rules, and regulations, and direction by competent governmental authority at PERMITTEE's sole cost and expense.
20. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act. PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
21. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE's use of the Permit Area.
22. Disabled Access Compliance. PERMITTEE shall comply with all applicable state and federal laws and regulations enacted protecting the rights of people with disabilities.
23. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use and occupancy of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
24. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
25. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent. Any assignment by operation of law shall automatically terminate this Permit.
26. Encumbrances. PERMITTEE shall keep the Permit Area and any CITY-owned property of which the Permit Area is a part free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this PERMITTEE's use and occupancy of the Permit Area, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code (or other applicable sections thereof).

27. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied by reason of PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE's payment for such taxes, fees, and assessments shall not reduce any payment due CITY.
28. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under, or from the Permit Area. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents.
- a. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
29. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

30. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
31. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
32. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
33. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
34. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's occupancy, use, development, maintenance, and restoration of the Permit Area. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
35. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE's Address for Notices, and to CITY as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

36. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
37. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its

suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE's employees, from any defects in the Permit Area, and shall be solely responsible therefor.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

Date: 05/03/12

City Heights Town Council, Inc., a non-profit
501(c)(3) organization dba Ridgeview Community
Garden

BY: [Signature]
Name: Michael Sprague
Title: Secretary/Treasurer

Date: 5/2/12

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: [Signature]
Name: David A. Sandoval, CCIM
Title: Deputy Director, Real Estate Assets

Environmental Analysis Section Environmental Clearance:

This activity is Categorically Exempt from CEQA pursuant to State CEQA Guidelines, Sections 15301 (Existing Facilities – Right of Entry) and 15304(b) (Minor Alteration to Land). Approved by Environmental Analysis Section, Development Services Department. Department.

Date: 5/3/12

BY: [Signature]
Name: Myra Hermann
Title: Senior Planner

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Name: Debra J. Bevier
Title: Deputy City Attorney



Exhibit A



Map Date: 04/17/12
Aerial Image Date: 2005
READ/sat



Exhibit B

Rules & Regulations

Ridgeview Community Garden

December 2011

BACKGROUND

The Ridgeview Community Garden is envisioned as a community asset that will enhance the community's beauty and allow residents to garden and interact in a meaningful way, while growing healthy food. Ours is a community of over 400 homes, with an active neighborhood association (Ridgeview Neighborhood Association, or RNA). We are the garden planning committee who represent the RNA for the purpose of this garden.

OVERVIEW

The RCG will be open to residents to rent gardening space or to help care for the communal garden plots and to participate in gardening workshops. There will be a central space for sitting and socializing (2 picnic tables and a pergola when funds allow), a children's play area, and a place for tools to be stored (a tool shed when funds allow). There will also be a managed compost area where the plant material will be contained on the west side of the property, abutting the stone wall, so it will be hidden from the road and away from homes. We have 2 certified Master Composters on the gardening committee and lots of composting experience.

At the front of the garden, there will be 3 community gardening areas that will enhance the beauty of the garden. These areas will contain flowers, herbs and perennials that attract butterflies. Beyond those beds, there will be 2 rows of garden plots that will be rented to individuals or families. There will be more rows of rented plots behind the seating area. A row of fruit trees and vines will be planted on the east side of the property to visually separate the garden from the home next to the property. At the back of the property there is a mature pomegranate tree. Additional fruit trees will be planted in that back area and around the picnic area for shade. All fruit trees and vines will be property of the community and available for anyone to eat fruit from. The culture we want to create is one of sharing and collaborating.

DETAILS

Everyone who rents a garden space enters into a contract with the RCG that specifies what can and cannot be done with the plot (no noxious weeds, no highly toxic chemicals, no permanent structures/supports, must clean up dead material quarterly). Water is included in the rent, but no automatic watering devices will be allowed (because of potential waste; drip hoses that are temporarily hooked to a hose while on the premises are allowed for efficiency in water use). All renters must attend at least 3 workdays per year to stay in good standing and continue renting. The workdays are times when the

communal spaces are tended, trees are planted, compost is managed, borders are weeded, tables and sheds are built, etc. The workdays may also include optional educational workshops related to gardening. Workdays will be offered at least 6 times per year. There will be one garden manager who is responsible for oversight of the garden and bringing concerns to the gardening committee. The gardening committee is responsible for scheduling workdays and handling non-compliance issues.

PLOT RENTAL

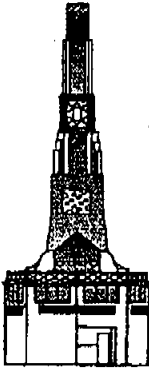
\$100 per year, per plot (or \$25 per quarter).

\$50 deposit, which will be refunded if all expectations of the contract are met upon leaving.

If there is no waiting list, additional plots may be rented quarterly until someone else wants the plot.

All funds will be held by the RNA treasurer in an account from which the water bill, supplies and other expenses will be paid.

We expect this garden to be used extensively by many residents and to be a community treasure.



City Heights Town Council, Inc.

3795 Fairmount Avenue, Suite D
San Diego, CA 92105

(619) 563-0671

Fax (619) 282-1490

Michael Sprague
cell: 619-792-3080

email to Chair of
the Town Council:

CHTCSD@ATT.NET

FAX COVER SHEET

Date: 04/12/12

To: Benny Deter

From: CHTC - Re Ridge View Center

Re: City Heights Town Council

Total Pages (Including Cover): Nine (9)

MESSAGE:

State Rep. -

Fed MS 501c3

Stanford Lrs. 2 Million Dollars

will come per

ph. call 4/12/12

Michael Sprague



State of California

SECRETARY OF STATE'S OFFICE

CORPORATION DIVISION

1874884

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

DEC 16 1994



Tony Miller

Acting Secretary of State

1874884

ENDORSED
FILEDIn the office of the Secretary of State
of the State of California

DEC 16 1994

ARTICLES OF INCORPORATION

TONY MILLER
Acting Secretary of State

OF

CITY HEIGHTS TOWN COUNCIL, INC.

ARTICLE I

The name of this corporation is City Heights Town
Council, Inc.

ARTICLE II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purposes of this corporation are charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

ARTICLE III

This corporation's initial agent for service of process is:

Daniel T. Howard
701 B Street, Suite 2100
San Diego, California 92101

ARTICLE IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in any political campaign (including the publication or distribution of statements) on behalf of or in opposition to any candidate for public office.

ARTICLE V

The property of this corporation is irrevocably dedicated to charitable purposes meeting the requirements for exemption provided by Section 501(c)(3) of the Internal Revenue Code and Sections 214 and 23701d of the California Revenue & Taxation Code, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or

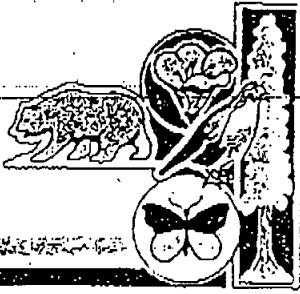
~~provision for payment, of all debts and liabilities of this~~
corporation shall be distributed, in such proportions as the
Board of Directors of this corporation shall determine, to
one or more nonprofit funds, foundations or corporations that
are organized and operated exclusively for charitable
purposes and that are described in Sections 170 and 501(c)(3)
of the Internal Revenue Code and Sections 214 and 23701d of
the California Revenue & Taxation Code.

Dated: December 15, 1994.

/s/ Daniel T. Howard
Daniel T. Howard

I hereby declare that I am the person who executed
the foregoing Articles of Incorporation, which execution is
my act and deed.

/s/ Daniel T. Howard
Daniel T. Howard



State of California

SECRETARY OF STATE'S OFFICE

CORPORATION DIVISION

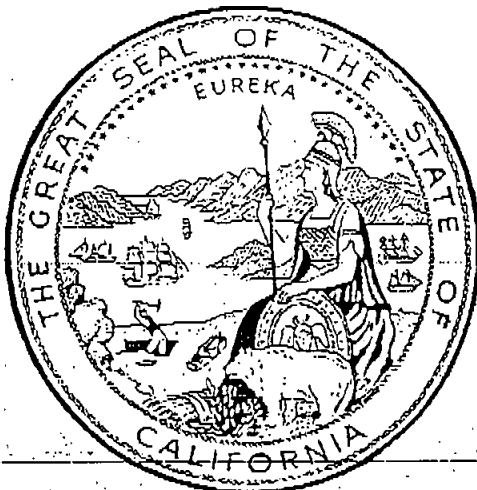
1874884

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

DEC 16 1994



Tony Miller
Acting Secretary of State

SEP-06-95 11:50

SAN DIEGO NEIGHBORHOOD HOUSING SERVICES

TEL: 619-592-1430

P: 21

TO: <i>Joe Saty</i>	<i>Sprague</i>	DATE: 9-19-95
FAX #: 581-4964	FAX #: 282-1490 PHONE #:	PAGES IN THIS PAGE: 4

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: AUG 28 1995

CITY HEIGHTS TOWN COUNCIL, INC.
3902 EL CAJON BLVD., SUITE B
SAN DIEGO, CA 92105

Employer Identification Number:
33-0648950
Case Number:
955083008
Contact Person:
AHMED AHMED
Contact Telephone Number:
(909) 943-2974
Accounting Period Ending:
December 31
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
Dec. 16, 1994
Advance Ruling Period Ends:
Dec. 31, 1998
Addendum Applies:
no

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(2).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CO)

May 5, 1995.

CITY HEIGHTS TOWN COUNCIL, INC.

Corporate Number 1874884 CH7TC

Page 2

under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

Please note that an exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Registry of Charitable Trusts.

P SHEK

EXEMPT ORGANIZATION UNIT

CORPORATION AUDIT SECTION

Telephone (916) 845-4171

EO :

cc: JOSEPH R. SATZ

COPY



**YOUR INSURANCE RENEWAL IS
ENCLOSED. IT'S TIME TO REVIEW
YOUR POLICY.**

CITY HEIGHTS TOWN COUNCIL

3795 FAIRMOUNT AVENUE STE D
SAN DIEGO CA 92105

Policy Number: 01 SBA IB1783
Policy Effective Date: 11/03/11
Policy Expiration Date: 11/03/12
Source Code: APR-COV-100 v2

Is your business coverage right for your current business operations?

NORTHEAST AGENCIES INC/PHS and The Hartford would like to thank you for your business. We appreciate the trust you have placed in The Hartford and the opportunity to serve your business insurance needs.

If you have not already taken the opportunity to complete your business insurance check-up with a Hartford insurance professional, it is never too late to do so. It is important to keep your policy coverage up to date, and customized specifically to respond to your business needs at the most cost efficient premium.

We invite you to contact a Hartford insurance professional to complete your business insurance check-up today. This service is offered free of charge to you. This review is easy, convenient and only takes a few minutes. You will have an opportunity to tell us how your needs have changed:

- Change in amount of property or equipment
- Change in employees or payroll
- Change in billing or deductible preferences

During the review we may make coverage recommendations, provide peace of mind solutions, and possibly reduce your costs.

Here is all you need to do:

- o Call toll free (800) 417-8006 , and enter extension 3031 any weekday from 8 A.M. to 6 P.M. EST and request your business insurance check-up.
- o To best serve you, please have your Policy Number or Account Number and a Copy of your current Renewal Policy in hand when you call.

We encourage you to visit our website as it provides a detailed explanation of insurance coverages and risk management tools, specifically for small business owners like yourself.

www.sb.thehartford.com

Once again, NORTHEAST AGENCIES INC/PHS and The Hartford would like to thank you for your business. We look forward to speaking with you in the near future.

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