

Memo

To: Advisory Board of Directors

From: Stacey Yankee, District Administrator

Mike Blondino, Advisor to the District Administrator Ingrid S. Penney, Administrative Services Manager

Date: October 17, 2024

Subject: La Sierra Community Center Leases – Sacramento Fine Arts Center

Background:

The Sacramento Fine Arts Center has a lease with the CRPD for classrooms, gallery, offices, and storage space at the La Sierra Community Center. The current lease expires on December 31, 2024.

Since 1986, Sacramento Fine Arts Center has been providing art classes, community activities, special events, workshops and other recreational educational, or cultural programs for public benefit at the La Sierra Community Center. Prior to becoming one of the initial tenants, they advocated and lent support for the acquisition of the Center for the CRPD. They envisioned that the La Sierra Community Center could become a venue for the performing arts, visual arts, and a wide variety of programs and activities to serve the community.

Because of the significant community service provided by this non-profit organization the lease rates have been considerably less than that of private for-profit tenants and other non-profit tenants. Their revenues have been directly tied to classes, grants and donations, and program service fees.

Due to the loss of two grants for 2025, they will be \$24,000 in the red. CRPD staff was understanding of that issue during discussions of a new lease agreement.

Discussion:

CRPD Staff has negotiated a new agreement with Sacramento Fine Arts Center. They have agreed to terms with the CRPD for a four-year lease, with the following terms and conditions:

- Term: January 1, 2025 to December 31, 2029
- Extended Term: January 1, 2030 to December 31, 2034
- Monthly rental amount: \$2,909.77; including Utilities and Services; based on current rate of \$.41 per square foot.
- Rate adjustment: Due to the loss of grant funding staff is recommending no increase in 2025. CRPD reserves the right to increase the monthly rental every year beginning in January 2026 to cover the increased costs of Utilities and Service not to exceed 3%.

The lease has been reviewed and approved by County Risk Management and County Counsel as to form.

Based on the Governance Resolution 2017-01, because the term of the lease is five years, with one option to renew for another five years the Lease must be approved and executed by the Sacramento Board of Supervisors.

Budget and Fiscal Impact

The FY2024-25 Budget includes projections using the current monthly rental amount of \$2,909.77

RECOMMENDATION:

Staff recommends that the Advisory Board approve a new Lease with the Sacramento Fine Arts Center; recommending approval and execution by the Sacramento Board of Supervisors with the following terms and conditions:

- Term: January 1, 2025 to December 31, 2029
- Extended Term: January 1, 2030 to December 31, 2034
- Monthly rental amount: \$2,909.77 including Utilities and Services; based on current rate of \$.41 per square foot
- Rate adjustment: CRPD reserves the right to increase the monthly rental every year beginning in January 2026 to cover the increased costs of Utilities and Service not to exceed 3%.

Attachment: Lease Agreement

LEASE AGREEMENT RE: LA SIERRA COMMUNITY CENTER BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT (LESSOR) AND SACRAMENTO FINE ARTS CENTER

THIS AGREEMENT is made and entered into this day of		
	, by and between CARMICHAEL	
RECREATION AND PARK DISTRICT, a	political subdivision of the State of	
California, hereinafter "LESSOR," and	SACRAMENTO FINE ARTS CENTER,	
INC, a California Corporation dba Sacı	ramento Fine Arts Center, hereinafter	
"LESSEE."		

- 1. <u>Demise</u>. LESSOR grants to LESSEE, and LESSEE accepts, as of **January 1, 2025**, an exclusive tenancy in approximately **7,097** square feet of AIR CONDITIONED building space, designated as 5330 B Gibbons Drive, Carmichael, California 95608 in the La Sierra Community Center (hereinafter "Community Center"), as shown on **Exhibit "A"** attached hereto, and which is hereinafter referred to as the "Leased Premises" or "Premises".
- 2. <u>Use</u>. The leased premise is leased for use as a **FINE ARTS CENTER AND GALLERY** and LESSEE shall not use or permit the leased premises or any part thereof to be used for any other purpose or purposes. LESSEE shall be responsible that such use conforms to authorized uses as permitted by the Sacramento County Zoning Code for the leased premises.
 - 3. Term.
- A. <u>Initial Term</u>. The term of this Lease shall be for **(5) years** commencing on **January 1, 2025** and terminating on **December 31, 2029**, hereinafter referred to as the "Lease Initial Term."
- B. <u>Extended Term Rent</u>. LESSOR AND LESSEE may, by mutual consent, extend the initial term for an additional period of five (5) years (the "Extended Term") upon the same terms and conditions contained in the Lease,

with either party giving the other written notice at least ninety (90) days prior to the expiration of the Initial Term. The Administrator is authorized on behalf of LESSOR to execute and deliver the written notice provided herein.

- (1) Not In Default. If LESSEE is in default on the date of giving the notice or on the date the Extended Term is to commence, the Extended Term shall not commence, and this Lease shall expire at the end of the Initial Term.
- C. <u>Lease Term</u>. As used in this Lease, the term "lease term" means and includes the initial term of this Lease and any extensions of the Lease initial term.
 - 4. <u>Security Deposit</u>. (Intentionally Omitted)
- 5. Rent. Each month of the Lease term LESSEE shall pay to LESSOR the total monthly rent set forth below, subject to adjustment as provided herein:
- A. <u>Base Rent</u>. Commencing 1/1/2013 ("Commencement Date"), LESSEE shall pay LESSOR a Lease Base Rent in the initial amount of **\$2,909.77** per month for air-conditioned space (based upon **\$.41** per square foot of leased space) for a total monthly rent of **\$2,909.77**, including Utilities and Services, but does not include phone, internet access or janitorial services.
- B. In addition to the rental rate set forth above the LESSEE agrees to provide community services at the Lease Premises in the form of but not limited to community activities, special events, art classes, workshops, exhibits, and other recreational, educational or cultural programs designed for public benefit. The LESSEE also agrees to be solely responsible for any and all costs associated with the offering and promoting of such programs at said Leased Premises. The LESSEE further agrees to co-sponsor or provide programs for the LESSOR when called upon to do so by the LESSOR, in which

case such co-sponsored programs will be the subject of a separate written agreement between the LESSEE and LESSOR.

- C. Reports: In addition to the Rent, the LESSEE shall file with the LESSOR a report annually which will include a financial statement and an outline of all community activities, special events, and classes, and attendance of such programs which were scheduled during the report period. The report shall be due to the LESSOR with the January payment.
- D. <u>Failure To Perform</u>: Failure of the LESSEE to perform any of the requirements set forth in Subparagraph B or C of this Paragraph No 5 may be grounds for early termination of this Lease Agreement by LESSOR. Should the LESSOR choose to exercise the early termination rights stated herein, LESSOR need to provide to LESSEE thirty (30) days written notice to cure the default. If the LESSEE failures to comply with said requirements, then LESSOR will provide (30) days written notice that LESSOR has elected to terminate said Agreement.
- E. Adjustment of Base Rent. The Lease Base Rent shall be reviewed on an annual basis. The district reserves the right to increase the rental costs every year beginning January 1, 2026 to cover increased costs of utilities and services not to exceed 3% of the base rent.
- F. <u>Definition of "Total Monthly Rent</u>." The term "total monthly rent" as used in this Lease means the Lease Base Rent referred to in Subparagraph A of this Paragraph No. 5, and as said rent may be adjusted pursuant to the provisions of Subparagraph E. of this Paragraph No. 5.
- 6. <u>Payment</u>. Total monthly rent for the Lease is due and payable in advance on the first calendar day of each month. Any such payment received more than five (5) calendar days past the date such payment is due shall be subject to a ten percent (10%) late charge. In the event occupancy shall

begin or end with less than a full calendar month, then total monthly rent for the Lease shall be prorated and paid only for the actual number of days the leased premises is occupied during such month. All payments shall be made to LESSOR at 5750 Grant Avenue, Carmichael, CA 95608-3779.

- 7. <u>Maintenance</u>. LESSOR shall maintain the roof and exterior of the building in which the leased premises is located and keep it in habitable condition. The remainder of the leased premises is leased in its "as is" condition and LESSEE shall be responsible for all improvements to, and maintenance of, the leased premises, including any glass or windows, throughout the Lease term subject to the provisions of this Lease. LESSEE shall be liable for any damage to the building in which the leased premises is located resulting from acts or omissions of LESSEE or its employees or authorized representatives.
- 8. Fire or Casualty Loss. If the leased premises are totally destroyed by fire or other casualty, this Lease shall terminate. If ten percent (10%) or less of the area of the leased premises is rendered unusable for the purposes intended, because of fire or other casualty, LESSOR agrees to restore the leased premises to substantially the same condition as it was in immediately before the destruction, if the restoration can be made under the existing laws and can be completed within ninety (90) working days after the date of destruction; in which event this Lease shall not terminate. Within fifteen (15) working days after the date of destruction LESSOR shall notify LESSEE if the restoration can be accomplished within the ninety (90) day period, and if it cannot be done in such period of time then LESSEE shall have the right to terminate this Lease within ten (10) days after receiving such notice. If LESSEE fails to so terminate this Lease, then LESSOR, at its option, may either terminate this Lease or restore the leased premises within a reasonable time by giving LESSEE notice thereof within ten (10) days after Lessee's notice

period has expired. In case of destruction there shall be an abatement or reduction of the total monthly rent between the date of destruction and the date of completion of restoration, based on the extent to which the destruction interferes with Lessee's use of the leased premises.

- 9. <u>Telephone, Internet Access, and Janitor Services</u>. LESSEE shall pay for all telephone, internet access, and interior janitorial services with regard to the leased premises.
- 10. Insurance. LESSEE shall provide comprehensive general liability insurance in the minimum amount of \$1,000,000.00 combined single limit per occurrence on an occurrence form policy. Said coverage shall include bodily injury, property damage, products/completed operations, and contractual liability specifying this Lease. LESSOR shall be named as an additional insured. LESSEE shall provide, upon Lease Execution by LESSEE, certificates of insurance and endorsements to the LESSOR indicating the required coverage is in place. Said certificates shall be addressed to LESSOR. LESSEE agrees that it shall, during the full term of this lease and at its own expense, keep its contents, non-structural improvements and personal property located on the leased premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. LESSOR and LESSEE release each other, and their respective authorized representatives, from any claims for damage to the premises and the building and other improvement in which the premises are located, and to the fixtures, personal property, improvements, and alterations of the parties in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any fire and extended insurance policy carried by the parties and in place at the time

of any such damage.

- 11. <u>Increased Risk Prohibited</u>. LESSEE shall not do anything on the leased premises, nor bring or keep anything thereon, which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction. Any fire or safety equipment required by Lessee's use of the premises shall be furnished by LESSEE.
- 12. <u>Indemnity</u>. LESSEE shall hold harmless, indemnify and defend the LESSOR, its officers, employees, agents, and elected representatives from and against any and all claims, demands, lawsuits and liability (including legal costs and attorney's fees) for personal injury, bodily injury, property damage, arising out of or resulting from use of the leased premises, or the building in which the premises is located, whether by LESSEE, its employees, agents, volunteers, invitees or guests, except for damage or injury caused by the active negligence of LESSOR, its officers, employees or agents, or LESSOR's failure to meet its repair or maintenance obligations existing under law or as agreed under this Lease.
- 13. <u>Default</u>. In addition to any other default provision contained in this Lease, the occurrence of any of the following shall constitute a default by LESSEE:
- A. Failure to pay Total Monthly Rent when due, if the failure continues for fifteen (15) days after notice has been given to LESSEE by LESSOR.
- B. Abandonment and vacation of the leased premises. Unless notice is provided to LESSOR in writing to the contrary, failure to occupy and operate the leased premises for thirty (30) consecutive days shall be deemed an abandonment and vacation.
- C. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been

given to LESSEE. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. Notices given under this Paragraph No. 13 shall specify the alleged default and the applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the leased premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless LESSOR so elects in the notice. If LESSOR elects to terminate this Lease by reason of Lessee's default, then upon such termination LESSOR, or its authorized agents, may enter upon and take possession of the leased premises. In such event, LESSEE waives any and all claims for damages against LESSOR, its officers, agents, or employees.

- 14. <u>Compliance with Law</u>. LESSEE shall use the leased premises in accordance with the rules and regulations of the Community Center, all applicable health, safety, fire and building laws, Government regulations, codes, ordinances and other applicable laws. Should any alteration to the interior of the leased premises be required to comply with any applicable laws, regulations, codes or ordinances, by reason of Lessee's occupancy of the leased premises, said alteration shall be done at the sole cost and responsibility of LESSEE.
- 15. <u>Security</u>. LESSEE shall be responsible for the security of the leased premises.
- 16. <u>Parking</u>. Parking shall be in the area shown on the La Sierra Community Center Site Plan, **Exhibit "B"**, attached hereto. LESSEE shall be responsible to ensure all parking generated by its use is located within the area so designated except for special events to use parking in common areas.

- 17. No Alterations. LESSEE shall not make any alteration or addition to the interior or exterior of the leased premises, including but not limited to walls, flooring, electrical wiring, plumbing, water main or lines, or gas lines, without the prior written approval of LESSOR. LESSEE shall submit all specifications and plans for alterations to LESSOR for approval, which approval may be subject to such reasonable procedures as LESSOR may proscribe and to such terms and conditions deemed necessary to ensure safety, maintain quality, and protect the Community Center site and improvements thereon as LESSOR's property. Such specifications and plans shall comply with the improvement standards of the Community Center. Upon approval, LESSEE shall have the right to remodel or make alterations to the interior or exterior of the leased premises as may be necessary or convenient to its use thereof. LESSEE shall pay all costs of such construction and shall keep the leased premises, and the building in which the leased premises is located, free and clear of all mechanics' liens resulting from construction done by or for LESSEE. When installed, all such alterations or improvements shall at once become the property of LESSOR. Upon completion, LESSEE may be required to provide LESSOR with two (2) sets of "as built" drawings which accurately and completely depicts all additions and changes made.
- 18. <u>No Sublease or Assignment</u>. LESSEE shall not have the right to assign or to sublease any part of the leased premises without the prior written consent of LESSOR, reasonably exercised. No interest of LESSEE in this Lease shall be assignable by operation of law, including, without limitation, the transfer of such interest by testacy or intestacy. An involuntary assignment of Lessee's interest (as by bankruptcy, receivership, or writ of attachment or execution) shall constitute a default hereunder by LESSEE and LESSOR shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of LESSEE.

- 19. Notice of Possessory Interest Tax. Under this Lease a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code Section 107.6 that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Also, under this Lease a possessory interest subject to a special taxation pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing at Section 53311, of Part 1, Division 2, Title 5 of the Government Code) may be created. Notice is hereby given pursuant to Government Code Section 53340.1 that the party in whom the possessory interest is vested may be subject to the payment of special taxes levied on such interest pursuant to such Act. LESSEE shall pay all taxes, and all license, permit, occupation and inspection fees assessed or charged against the leased premises by reason of LESSEE's possession, use or occupancy of the leased premises, and LESSEE shall hold LESSOR free and harmless of any loss, or damage or expense arising out of or by reason of any taxes or fees specified in this Paragraph No. 19.
- 20. <u>Holdover</u>. Should LESSEE occupy the leased premises after the date of the expiration of the Lease with the consent of LESSOR, expressed or implied, such possession shall be construed to be a tenancy from month-to-month only, subject to all of the terms and conditions of this Lease, except those pertaining to the term and option to extend the term, and LESSEE agrees to pay a total monthly rent in the amount of 125% of the rent payable in the final month of the Lease Term. Such tenancy shall be terminable on thirty (30) days notice given at any time by either party.
- 21. <u>Notice</u>. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this

Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address:

To LESSEE at:	To LESSOR at:
Sacramento Fine Arts Center La Sierra Community Center	Carmichael Recreation and Park District
5330 B Gibbons Drive	5750 Grant Avenue
Carmichael, CA 95608	Carmichael, CA 95608-3779

or to such other address as a party may designate to the other by notice. Any communication mailed pursuant to this paragraph shall be deemed delivered to the other party 72 hours after the time of mailing.

22. <u>Administration And Delegation</u>. Unless otherwise set forth herein, the administration of this Lease is hereby delegated to the Administrator of Carmichael Recreation and Park District (herein "Lessor's Administrator") and/or his/her designated representative, and whenever it is provided herein for LESSOR to give any notice, authorization, permission, approval, rejection, or demand, the Lessor's Administrator or designated representative as the person to take any such action on behalf of LESSOR.

23. Common Areas.

A. <u>Definition of "Common Areas"</u>. As used herein, the term "Common Areas" means all areas and facilities outside the leased premises and within the exterior boundaries of the Community Center that are provided and designated by LESSOR from time to time for the general use and convenience of LESSEE and of other tenants of the Community Center, and their respective authorized representatives and invitees. Common Areas include, with some limitations, pedestrian walkways, patios, sidewalks,

landscaped areas, service corridors, restrooms, loading areas, and parking areas. (Exhibit "C")

Sport fields, gymnasiums and other community facilities are available for LESSEE use pursuant to the Carmichael Parks and Recreations District Rate Schedule and availability.

- B. <u>Right To Use</u>. LESSOR gives LESSEE and its authorized representatives and invitees the nonexclusive right to use the Common Areas at the Community Center with others who are entitled to use the Common Areas, subject to LESSOR's rights hereunder.
- C. <u>Maintenance</u>. LESSOR shall maintain the Common Areas at the Community Center in good condition at all times. LESSOR shall have the right to:
- (1) Establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use, and operation of the Common Areas.
- (2) Close any of the Common Areas temporarily for maintenance or other purposes, or permanently if LESSOR deems such closure is necessary for the public health or safety.
- (3) Make changes to the Common Areas including without limitation, changes in the location of driveways, entrances, exits, or to such other address as a party may designate to the other by vehicular parking spaces, parking areas, or the direction of the flow of traffic.

24. Entry By Lessor.

A. LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes.

- (1) To determine whether or not (a) the Premises are in good condition, and (b) if LESSEE is complying with its obligations under this Lease.
- (2) To do any necessary maintenance or to make any restoration to, or remodeling of, the Leased Premises, or the building in which the Premises are located, that LESSOR has the right or obligation to perform.
- (3) When LESSEE has abandoned or surrendered the Premises.
- (4) In case of an emergency.
- B. LESSOR shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of LESSOR's entry on the leased premises as provided in this Paragraph No. 24, except damage resulting from acts of LESSOR or its authorized representatives. LESSOR shall not abuse such right of access or use it to harass LESSEE.
- C. LESSOR shall give LESSEE reasonable notice (no less than twenty-four (24) hours) of LESSOR's intent to enter the leased premises, which entry shall only be made during normal business hours, except:
 - (1) in cases of emergency,
 - (2) when LESSEE has abandoned or surrendered the leased premises, or
 - (3) if it is deemed impracticable to do so.
- 25. <u>Signs</u>. LESSEE shall not have any right to place any permanent sign on the leased premises, the building in which the leased premises are located, or any other area of the Community Center without first obtaining the written consent of LESSOR.

26. <u>Certified Access Specialist</u>

Pursuant to California Civil Code §1938, the LESSOR states that the Premises:

Have not undergone an inspection by a Certified Access Specialist (CASp).

Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.

Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

27. <u>Surrender On Expiration Or Termination</u>.

- A. On expiration or termination of the lease term of either the Lease, LESSEE shall surrender the pertinent leased premises, and all of LESSEE's improvements and alterations located thereon, in good condition, except for ordinary wear and tear. LESSEE shall also remove all of its personal property by said termination date. Any of LESSEE's personal property not removed from the leased premises by said termination date shall become LESSOR's property, or LESSOR may elect (1) to store such property for LESSEE's benefit, or (2) dispose of such property in any manner it sees fit. LESSEE waives all damage to LESSEE caused from LESSOR's retention or disposition of such personal property. If LESSOR stores the property for LESSEE's benefit, LESSEE shall be liable for all costs of moving and storing such property.
- B. If LESSEE fails to surrender the leased premises to LESSOR upon expiration or termination of the lease term, LESSEE shall hold LESSOR harmless from all damages of any nature resulting from LESSEE's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from LESSEE's failure to surrender the premises.
- 28. <u>No Waiver</u>. No delay or omission in the exercise of any right or remedy of LESSOR on any default by LESSEE shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by LESSOR of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of LESSOR, including, without limitation, the acceptance of the keys to the leased premises, shall constitute an acceptance of the surrender of the leased premises by LESSEE before the expiration of the term. Only upon notice from LESSOR to LESSEE shall acceptance of the surrender of the leased premises and a termination of this Lease be

accomplished, unless otherwise provided herein. LESSOR's consent to or approval of any act by LESSEE requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent to or approval of any subsequent act by LESSEE. Any waiver by LESSOR of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

- 29. <u>Time Of Essence</u>. Time is of the essence of each provision of this Lease.
- 30. <u>Successor</u>. This Lease shall be binding and inure to the benefit of the parties and their successors, except as otherwise provided herein.
- 31. <u>Authorization</u>. If LESSEE is a corporation, LESSEE shall deliver to LESSOR on execution of this Lease by LESSEE a certified copy of a resolution of LESSEE's board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.
- 32. <u>Choice of Law</u>. This Lease shall be construed and interpreted in accordance with the laws of the State of California.
- 33. <u>Construction.</u> Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or

interpreting this Agreement.

- 34. Exhibits. All exhibits attached hereto and referred to herein are incorporated herein by reference as if specifically set forth herein. Exhibit A (Demise), Exhibit B (Parking), and Exhibit C (Common Areas) shall be a part of this Lease.
- 35. Attorney's Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

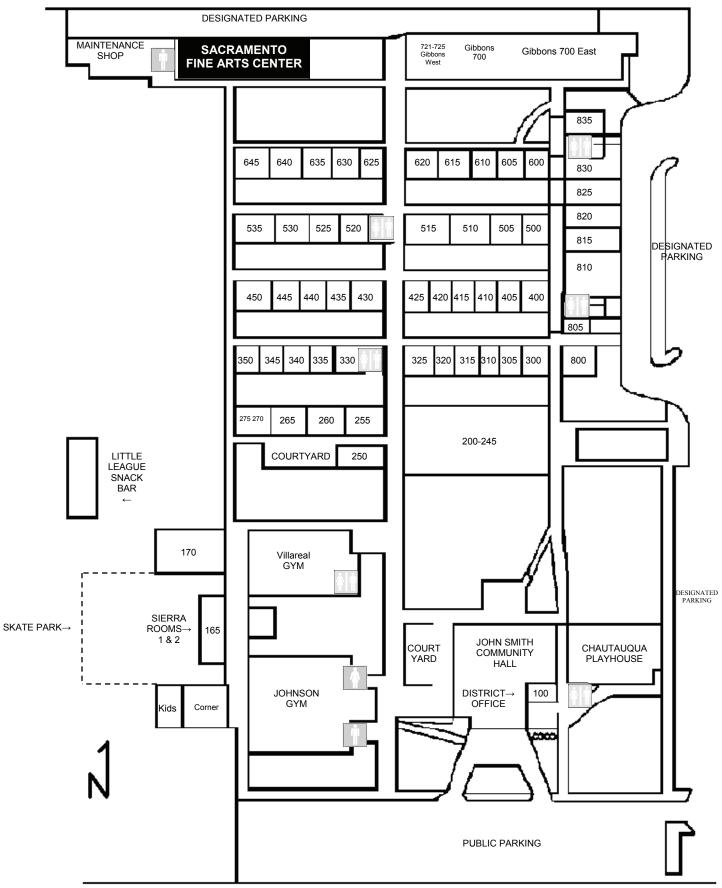
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IN WITNESS WHEREOF the respective parties hereto have executed this Lease as of the date first set forth herein and the initial term hereof shall commence on the date set forth in Paragraph No. 3.

		DISTRI	CHAEL RECREATION AND PARK CT, a political subdivision of the California
		Ву	Chair, Board of Directors "LESSOR"
ex-officio Clerk	michael Recreation		
APPROVED AS TO CONTENT: _	District Administra	ator	
APPROVED AS TO FORM:	County Counsel		
		SAC	RAMENTO FINE ARTS CENTER.
		Ву_	Authorized Representative "LESSEE"

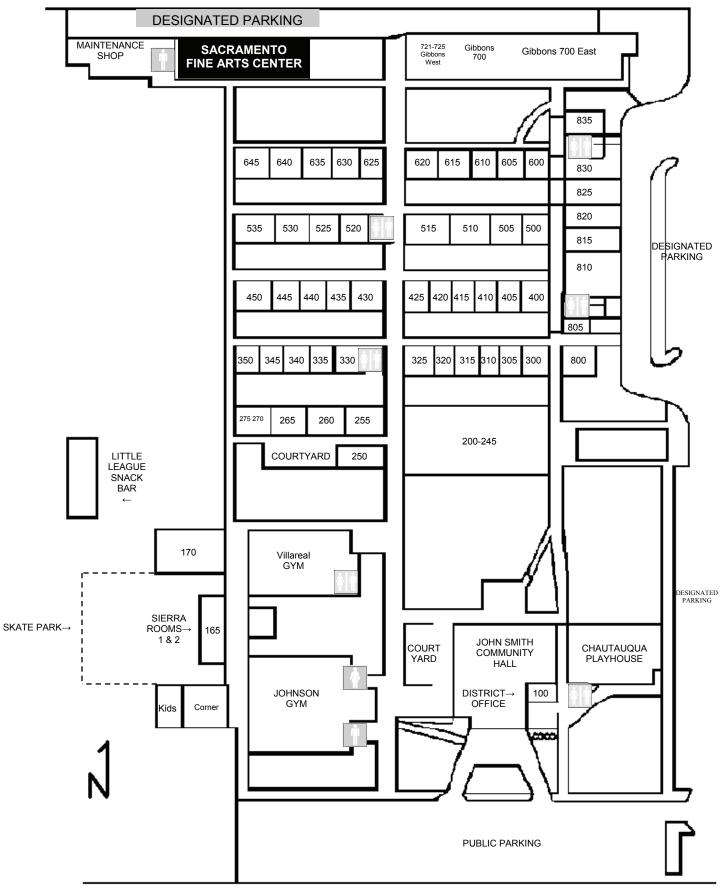
La Sierra Community Center Directory

GIBBONS DRIVE



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