

## LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into this 6<sup>th</sup> day of March, 2012, (the "Effective Date") by and between the City of Redlands, a municipal corporation ("City"), and the South Coast Air Quality Management District ("Lessee"). City and Lessee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

### PREAMBLE

A. City, for and in consideration of the rent to be paid by Lessee and for the covenants and provisions to be kept and performed by Lessee under this Lease, hereby leases to Lessee for Lessee's sole use, and Lessee agrees to lease from City an approximately 1,500 square foot portion (the "Site") of City's real property (the "Property") designated as Assessor's Parcel Nos. 170-302-06, 170-302-07, 170-302-18 and located in the City of Redlands. The Site and Property are more particularly described in Exhibit "A" attached hereto. A copy of the plan of development of the Site to be leased by Lessee pursuant to this Lease is attached hereto as Exhibit "B."

B. The Site is to be used by Lessee for the location of a portable air monitoring trailer and associated equipment, which will be used as an air monitoring station.

### AGREEMENT

Section 1. Intent of Parties. Lessee shall apply for and obtain from City a Conditional Use Permit ("CUP") pursuant to the Redlands Municipal Code, as well as a building permit, prior to placement of the air monitoring trailer and equipment on the Site. City will cooperate with Lessee in the processing of the CUP.

Section 2. Rent and Term. Lessee hereby agrees to lease the Site from City for the rent of Four Hundred Eighty Dollars (\$480.00) per year, with the first rent payment payable within twenty (20) days of the Effective Date of this Lease. Rent shall be increased by three percent (3%) compounded, each year during the term of this Agreement. Thereafter, Lessee shall pay rent on or before the anniversary date of the Effective Date of this Agreement each year until the expiration or earlier termination of this Lease. The "Term" of this Lease shall be for ten (10) years beginning on the Effective Date of this Agreement; provided, however, if Lessee fails to receive approval of a CUP from City, or if Lessee fails to make application for a CUP within six (6) months of the Effective Date of this Lease, this Lease shall immediately terminate with no liability or responsibility by either City or Lessee as to the other.

Section 3. Use of Site. Subject to the conditions set forth in the Conditional Use Permit attached hereto and incorporated herein by reference as Exhibit "C," during the Term of this Lease, the Site shall be used by Lessee for the purpose of placing a portable air monitoring trailer and air monitoring equipment on the Site, which shall be used as an air monitoring station. City hereby grants Lessee a license for ingress and egress to and from the Property and access to the Site, twenty-four (24) hours per day, seven (7) days a week, on foot or motor vehicle, including trucks, over or along a fifty-foot wide right of way extending from the nearest public right-of-way, to the Site. In the event any public utility is unable to use the rights of way, City hereby

agrees to grant an additional right of way either to Lessee or to the public utility at no cost to Lessee.

Section 4. "As Is" Condition. Lessee is leasing the Site in "AS IS" condition and City does not represent that the Site is suitable for Lessee's intended use. Lessee is responsible to undertake such due diligence as it deems necessary to determine the condition and suitability of the Site.

Section 5. Title and Quiet Possession. City represents and agrees that: (a) it is the owner of the Property; (b) it has the right to enter into this Lease; (c) the person signing this Lease has the authority to sign on behalf of City; and (d) Lessee is entitled to access to and use of the Site as provided herein throughout the Term of this Lease. Notwithstanding the foregoing, City may enter the Site and take such actions as are required to protect individuals or personal property from such substantial harm or damage, or to otherwise effectively carry out City's business. In connection with City's entry, City will use reasonable efforts to minimize any disruption to Lessee's operations at the Property or use of the Site.

Section 6. Assignment. Lessee may not sublet all or any portion of the Site to any other party without the prior written consent of City.

Section 7. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Lessee:

Air Quality Management District  
Atmospheric Measurements Manager  
21865 Copley Drive  
Diamond Bar, CA 91765-4178

City:

City of Redlands  
Municipal Utilities & Engineering  
Department  
P.O. Box 3005  
Redlands, CA 92373

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Section 8. Improvements. Lessee may, at its sole expense, make any improvements on the Site as permitted by the CUP, as the CUP may be amended or renewed. Lessee may make substitutions, replacements, upgrades and modifications to its portable air monitoring trailer and equipment; provided, however, that such improvements remain within the physical parameters of the Site and do not violate the provisions of the CUP.

Section 9. Compliance with Laws. Lessee shall comply with all applicable Laws (as defined below) relating to Lessee's specific use of the Site and to Lessee's construction of improvements on the Site pursuant to the CUP. In addition, during the Term, City shall maintain

the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, now in effect or which may hereafter come into effect (collectively, "Laws").

Section 10. Interference. Lessee agrees to install air monitoring equipment of the type which will not interfere with any operations or equipment of City. In the event any after-installed Lessee's equipment causes such interference, and after City has notified Lessee in writing of such interference, Lessee shall correct and eliminate the interference, including but not limited to, causing the removal of such equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. City shall have the right to allow other third party providers to install equipment on the Property (other than at the Site), provided that such new provider's use may not interfere with Lessee's operations at the Site.

Section 11. Utilities. City grants Lessee the right to obtain electrical and telephone service for the operation of Lessee's portable air monitoring trailer, and Lessee shall have the right to install, operate and maintain such utilities in the location designated in Exhibit "B" and pursuant to the CUP attached as Exhibit "C." Lessee shall pay for all utilities it uses at the Site. City will cooperate, to the extent allowed by law, with Lessee's efforts to obtain utilities from any location provided by City or the serving utility, provided, however, that City shall not incur any cost or expense therefore unless such costs are reimbursed therefore by Lessee.

Section 12. Termination.

A. Without limiting any of Lessee's termination rights granted elsewhere in this Lease, Lessee may terminate this Lease at any time upon thirty (30) days prior notice to City without further liability if: (i) Lessee does not obtain all permits, consents, licenses, non-disturbance agreements or other approvals (collectively, "Approvals") reasonably desired by Lessee or required from any governmental authority or any third party and related to or reasonably necessary to operate the air monitoring trailer and monitoring equipment, or any such Approvals are canceled, expire or are withdrawn or terminated; (ii) City violates or defaults on any of its obligations under this Lease or breaches any of its representations, warranties or covenants in this Lease; or (iii) Lessee, for any reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent shall be retained by City.

B. If City, in its reasonable and sole discretion, determines that the use of the Site by Lessee is impairing or hindering City in its use of the Property so that continued use by Lessee is determined not to be in City's best interest, and City delivers to Lessee written notice of the impairment and provides Lessee a reasonable period, not to exceed forty-five (45) days from the date such notice is delivered, within which to cure said impairment, and such impairment or hindrance is not timely cured or Lessee informs City that it is unable to cure said impairment within such 45-day period, City may, without further liability, immediately terminate this Lease upon ten (10) days prior written notice to Lessee. Lessee shall be allowed to remove all of its personal property, and return the Site to its pre-Lease condition.

C. Removal/Restoration. The portable air monitoring trailer and equipment installed on the Property by Lessee will be and remain Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. City agrees that no part of the portable air trailer or air monitoring equipment constructed, erected or placed on the Property by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of City that all improvements of every kind and nature constructed, erected or placed by Lessee on the Property will be and remain the property of Lessee and may be removed by Lessee at any time during the Term. Lessee shall restore the Property to its condition on the Effective Date of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. At the City's discretion, Lessee may be responsible for the replacement of any trees, shrubs, or other vegetation removed for the placement of the portable air monitoring trailer and equipment installed on the Property by Lessee. Additionally at the City's discretion, Lessee shall remove from the Property any underground utilities installed as part of the portable air monitoring trailer and equipment installed.

### Section 13. Default.

A. If either Party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice of default from the non-defaulting Party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice of default from the non-defaulting Party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting Party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting Party commences action to cure the default within such thirty day period and proceeds with due diligence to fully cure the default, and cures no later than ninety (90) days from the notice of default.

B. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Site is located; provided, however, City shall use reasonable efforts to mitigate its damages in connection with a default by Lessee. If Lessee so performs any of City's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by Lessee shall immediately be owed by City to Lessee, and City shall pay to Lessee upon demand the full undisputed amount thereof without interest. Notwithstanding the foregoing, if City does not pay Lessee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from City, Lessee may offset the full undisputed amount.

Section 14. Indemnity. Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Further, Lessee shall defend, and indemnify City against, all claims arising out of the installation, operation, use, maintenance, repair, removal or presence of Lessee's portable air monitoring trailer and air monitoring equipment. The obligations under this section shall survive the expiration or termination of this Lease.

Section 15. Hazardous Substances. Lessee shall not introduce or use any Hazardous Substance on the Site in violation of any applicable Law. City and Lessee shall each hold the other harmless and indemnify the other from, and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to the indemnifying Party's failure to comply with any environmental or industrial hygiene Law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such noncompliance is caused by the other Party. City shall hold harmless, indemnify and defend Lessee for all claims or losses, including all costs and expenses, relating to any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused solely by Lessee, in which event Lessee shall hold harmless, indemnify and defend City for all costs and expenses, including reasonable attorneys' fees for said sole negligence of Lessee. The obligations under this section shall survive the expiration or termination of the Lease.

Section 16. Taxes. Lessee shall be responsible for any real and personal property taxes assessed directly upon the Site arising from its use of the portable air monitoring trailer on the Site. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by City for any taxes previously paid by Lessee, City agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment.

Section 17. Insurance.

A. Lessee shall procure and maintain commercial general liability insurance, with limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to City prior to Lessee's occupancy of the Site. Lessee shall also procure and maintain owned, non-owned and hired vehicles with limits of not less than One Million Dollars

(\$1,000,000) combined single limit for bodily injury liability and property damage liability, with a certificate of insurance and endorsement to be furnished prior to Lessee's occupancy of the Site. City shall be named as an additional insured under the insurance policies required of Lessee, and such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City as with respect to any liability from Lessee's negligence or intentional misconduct. Such policy shall provide that cancellation will not occur without at least thirty (30) days prior written notice to City. Lessee shall provide any new certificates of insurance with new limits of liability coverage within thirty (30) days of notice by City to Lessee. Notwithstanding anything to contrary, such limits may be satisfied by a combination of primary and umbrella policies. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain, or through its self insurance.

B. Workers' Compensation and Employer's Liability. Lessee shall procure and maintain Workers' Compensation and Employer's Liability insurance in accordance with statutory coverage limits throughout the Term of this Lease in accordance with the laws of the State of California, with an insurance carrier acceptable to City.

Section 18. Maintenance. Lessee shall be responsible for repairing and maintaining the portable air monitoring trailer and air monitoring equipment and any other improvements installed by Lessee at the Site in a proper operating and safe condition; provided, however, if any such repair or maintenance is required due to acts of City, its agents or employees, City shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. City will maintain and repair all other portions of the Property of which the Site is a part in a proper operating and reasonably safe condition and otherwise in compliance with applicable Law.

Section 19. Possessory Interest. In accordance with California Revenue and Tax Code Section 107.6, City hereby notifies Lessee that the interest created by this Lease may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest. Lessee shall be solely responsible for the payment of such taxes and shall defend, indemnify and hold City harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

Section 20. Limitation of Liability. Except for indemnification pursuant to Section 15, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

Section 21. Miscellaneous.

A. This Lease applies to and binds the successors and assigns of the Parties to this Lease;

B. This Lease shall be governed by and construed in accordance with the laws of the State of California;

C. This Lease (including the Exhibits) constitutes the entire agreement of the Parties as to the subject matter hereof, and supersedes all prior written and verbal agreements, representations, promises and understandings between the Parties. Any amendments to this Lease shall be in writing and executed by the Parties;

D. If any provision of this Lease is determined by a court of competent jurisdiction invalid or unenforceable, to the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law unless such invalidity or unenforceability materially affects the purpose and reasons of the Parties for entering into this Lease; and

E. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Lease the prevailing Party shall, in addition to costs and any other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

Section 22. Annual Termination. Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate this Lease upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to City.

Section 23. Recordation. In entering into this Lease, Lessee and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all other persons and/or potential successors in interest and assigns of Lessee have actual and constructive notice of Lessee's obligations under, and the benefits and burdens of, this Lease. Therefore, the Parties agree to execute a Memorandum of Site Agreement (Exhibit "D"), which shall be recorded by Lessee in the official records of the County of San Bernardino. Said Memorandum shall be recorded prior to commencement of construction. The cost of the recording of this Memorandum shall be paid for by Lessee.

Section 24. Destruction of Site. If the Site or Property is destroyed, or damaged so as to hinder Lessee's effective use of the Site, Lessee shall have the option to attempt to correct the damage, in which event City shall make available to Lessee within five (5) days a temporary site on the Property (or on other property owned or controlled by City) that is mutually agreeable to both City and Lessee and suitable for Lessee's use. Lessee may construct, operate, and maintain substitute air monitoring facilities thereon until the original portable air monitoring trailer is fully restored and operational on the Site. Rent shall abate in full during any time that Lessee is unable to operate the air monitoring equipment on the Property. Alternatively, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying City no more than thirty (30) days following the date of damage or destruction.

Section 25. Condemnation. If a condemning authority takes all or a portion of the Property, which taking renders the Site unsuitable for Lessee's use, then Lessee may terminate this Lease as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each Party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of exercise of such power shall be treated as a taking by the condemning authority. In the event of such taking, City shall promptly reimburse Lessee any Rent prepaid by Lessee. Furthermore, City and Lessee shall each be entitled to pursue their own separate awards with respect to such taking, provided that no such award to Lessee shall reduce any award to City.

Section 26. Pre-Construction Testing. Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease, to enter the Site for the purposes of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively, "Tests") to determine the suitability of the Site for the portable air monitoring trailer and equipment and for the purpose of preparing for the placement of the air monitoring trailer and equipment. During any Tests or pre-construction work, Lessee will have insurance as set forth in this Lease. Lessee will notify City of any proposed Test or pre-construction work and will coordinate the scheduling of the same with City. If Lessee determines that the Site is unsuitable for Lessee's contemplated use, then Lessee will notify City and this Lease will terminate.

Section 27. Survival. The provision of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

Section 28. Captions. The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals the day and year first above written.

CITY OF REDLANDS:

SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT:

By: \_\_\_\_\_  
Pete Aguilar, Mayor

By: \_\_\_\_\_  
Chung Liu  
DEO/STA

ATTEST:

By: \_\_\_\_\_  
Sam Irwin, City Clerk

EXHIBIT A  
TO  
LAND LEASE AGREEMENT  
BETWEEN THE CITY OF REDLANDS AND SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT

The Real Property situated in the City of Redlands, County of San Bernardino, State of California, as described in the attachment:

(See attached)

EXHIBIT B

DESCRIPTION OF LEASED SITE

Page 1 of 6

(Plans/drawings dated identified with Site Name: describing the leased Site and location of electrical and telephone utility routes consisting of 5 pages attached hereto. In addition to the approximately 1,500 square feet depicted on the attached drawings, the Site also includes any necessary airspace for antennas and support structures.)

However, it is expressly agreed and understood by and between City and Lessee that the exact and precise location of Lessee's portable air quality monitoring trailer and ministering equipment are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Site".

Therefore, it is expressly agreed and understood by and between City and Lessee that the precise location of the Site as shown on Exhibit "B" may be modified by Lessee in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Lessee's intended use of the property. The Site as described herein may therefore be modified by Lessee to reflect the final engineering design.

City Initials \_\_\_\_\_

Lessee Initials \_\_\_\_\_

EXHIBIT C

LESSEE'S CONDITIONAL USE PERMIT

Conditional Use Permit No. \_\_\_\_\_ Lessee's Conditional Use Permit issued by the City of Redlands consisting of \_\_\_\_\_ pages attached hereto.

The Conditional Use Permit will be attached after this lease is signed upon issuance of the Conditional use Permit by the City to Lessee.

City Initials \_\_\_\_\_

Lessee Initials \_\_\_\_\_

EXHIBIT D

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Upon Recording, Return to:

City Clerk's Office  
City of Redlands  
35 Cajon, Suite 4  
Redlands, CA 92373

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SAN BERNARDINO         )

MEMORANDUM  
OF  
LEASE

This Memorandum of Lease is entered into on this 21<sup>st</sup> day of February, 2012, by and between the City of Redlands, a municipal corporation ("City") South Coast Air Quality Management District (hereinafter referred to as "Lessee"). City and Lessee are individually referred to herein as a "Party," and collectively as the "Parties."

1. City and Lessee entered into a certain Lease Agreement ("Lease") on the 21<sup>st</sup> day of February, 2012, for the purpose of placing a portable air monitoring trailer and monitoring equipment. All of the foregoing is set forth in the Agreement.
2. The initial Lease term will be five (5) years (the "Initial Term") commencing on the Effective Date of the Lease, with four (4) successive five (5) year options to renew.
3. The property being leased to Lessee (the "Property") is described in Exhibit "A" annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

CITY:

CITY OF REDLANDS,  
a municipal corporation

By: \_\_\_\_\_  
Mayor, City of Redlands

Date: \_\_\_\_\_

LESSEE:

SOUTH COAST AIR QUALITY MANAGEMENT  
DISTRICT

By:

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

CITY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the persons whose names are subscribed to the within  
instrument and acknowledged to me that they executed the same in their authorized capacities,  
and that by their signatures on the instrument the persons, or the entity upon behalf of which the  
persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

LESSEE ACKNOWLEDGMENT

STATE OF CALIFORNIA   )  
  )  
COUNTY OF ORANGE    )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in his  
authorized capacity, and that by his signature on the instrument the person, or the entity upon  
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

to the Memorandum of Lease dated February 21, 2012, by the City of Redlands, a municipal corporation ("City"), and South Coast Air Quality Management District ("Lessee").

DESCRIPTION OF PROPERTY

APN #: 170-30-206, 170-30-217, 170-30-218

City owns certain property with an address of 500 N. Dearborn, Redlands, California 92373 hereinafter identified as the "Property," legally described as follows:

(See attached)