

*Annie*



# CITY OF SACRAMENTO

## OFFICE OF THE CITY CLERK

915 I STREET

SACRAMENTO, CALIFORNIA 95814

CITY HALL ROOM 203

TELEPHONE (916) 449-5428

LORRAINE MAGANA  
CITY CLERK

June 2, 1980

Charles and JoAnn Mizutani  
1019 L Street  
Sacramento, CA 95814

Dear Mr. and Mrs. Mizutani:

On May 27, 1980, the City Council adopted a resolution approving a sublease of Parcel No. 3 at the 10th and L Street Parking Garage.

Enclosed for your records is a fully executed copy of said agreement.

Sincerely,

*Lorraine Magana*  
Lorraine Magana  
City Clerk

LM:l

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CITY CLERK'S OFFICE  
CITY OF SACRAMENTO  
JUN 10 7 18 PM '80

ASSIGNMENT OF LEASE

This Assignment of Lease is made at Sacramento, California, as of MAY 27, 1980, by and between HARRY T. NYLAND AND ELIZABETH R. NYLAND, husband and wife, CHRIS V. FULSTER AND MARY FULSTER, husband and wife, and MALCOLM MCCORMACK AND DOROTHY MCCORMACK, husband and wife, as Assignors and CHARLES MIZUTANI AND JO ANN MIZUTANI, husband and wife, as Assignees who agree as follows:

1. This Assignment is made in contemplation of the following facts, each of which is stipulated to be true:

(a) Assignors are Lessee under that certain lease between City of Sacramento as Lessor and Assignors and HARRY T. NYLAND AND ELIZABETH R. NYLAND, husband and wife, CHRIS V. FULSTER AND MARY FULSTER, husband and wife, and MALCOLM MCCORMACK AND DOROTHY MCCORMACK, husband and wife, a true and correct copy of which is attached hereto, marked Exhibit A and is by this reference incorporated herein as if set forth in full at this place (the "Lease").

(b) By separate transaction, which is fully consummated in all respects, Assignors have sold to Assignees all of their right, title and interest in the partnership between themselves and HARRY T. NYLAND AND ELIZABETH R. NYLAND, CHRIS V. FULSTER AND MARY FULSTER AND MALCOLM MCCORMACK AND DOROTHY MCCORMACK.

(c) Assignors now desire to assign to Assignees all of their right, title and interest in the Lease and Assignees desire to accept said assignment.

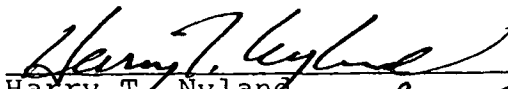
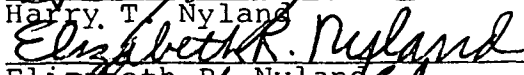


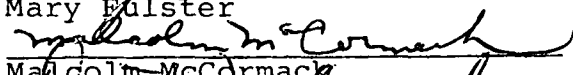

2. Assignors hereby assign all of their right, title and

City Agreement No. 79243

interest in the Lease to Assignees. Assignees accept said assignment. From and after the effective date of this assignment, Assignees shall be Lessee under said lease for all purposes and Assignors shall be completely released from any liability pursuant to the Lease.

3. This assignment is subject only to obtaining the consent of City of Sacramento as Lessor under the Lease pursuant to Paragraph 25 thereof.

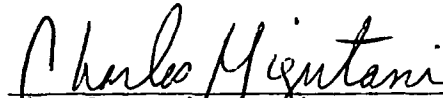
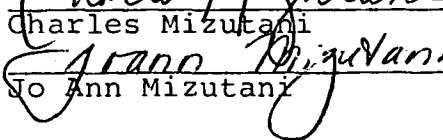
ASSIGNORS:

  
\_\_\_\_\_  
Harry T. Nyland  
  
\_\_\_\_\_  
Elizabeth R. Nyland  
  
\_\_\_\_\_  
Chris V. Fulster  
  
\_\_\_\_\_  
Mary Fulster  
  
\_\_\_\_\_  
Malcolm McCormack  
  
\_\_\_\_\_  
Dorothy McCormack

ACCEPTANCE

We, as the Assignees accept the foregoing assignment, agree to be Lessee pursuant to the terms and conditions of the Assignment and the Lease, and assume any and all liabilities of Assignees pursuant to the Lease to City of Sacramento.

ASSIGNEES:

  
\_\_\_\_\_  
Charles Mizutani  
  
\_\_\_\_\_  
Jo Ann Mizutani

CONSENT OF LESSOR

CITY OF SACRAMENTO, Lessor under the Lease, consents to the foregoing Assignment and Acceptance pursuant to, and subject to, the terms and conditions of Paragraph 25 of the Lease. CITY OF SACRAMENTO releases Assignors from their liabilities pursuant

to the Lease and accepts Assignees as Lessee under the Lease.

CITY OF SACRAMENTO,  
a municipal corporation

By Walter J. Sipe

THIS SUBLEASE, hereinafter referred to as a lease, executed in duplicate at Sacramento, California, on October 21st, 1976, between CITY OF SACRAMENTO, a municipal corporation and RICHARD L. LEWIS and DOLORES L. LEWIS, husband and wife, DANIEL J. NACHT and MARY A. NACHT, husband and wife, hereinafter called respectively the Lessor and Lessee, without regard to number or gender.

1. DESCRIPTION OF PREMISES. The Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises situated in the City of Sacramento, County of Sacramento, State of California, and described as that portion of the ground floor space in the Sacramento City Parking Garage situated in the block bounded by 10th, 11th, K and L Streets, commonly known as the 10th and L Street Parking Garage, consisting of approximately 800 square feet of floor space which is designated and described as Parcel No. 3 in the diagram attached hereto and marked Exhibit "A".

2. TERM. The term of this lease shall be for the period of 60 full calendar months, commencing December 1, 1976 and expiring, unless sooner terminated, at midnight on the last day of the 60th full calendar month thereafter, herein called the "lease term".

3. RENT. The total rent is (\$ 31,200.00 ) Thirty One Thousand and Two hundred and No/100 lawful money of the United States of America, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor, in installments as follows: \$ 520.00 on the First (1st) day of December, 1976 and \$ 520.00 on the first day of each and every succeeding calendar month during the term of this lease until the total sum of said total rent is paid. Rent for any partial month of occupancy shall be prorated. Each of said monthly payments shall constitute the minimum rental and shall be supplemented by any additional payments required by the terms of this lease.

4. CONSTRUCTION BY PARKING AUTHORITY. Deleted

5. LESSOR'S RIGHT TO FIX LOCATION. The proposed location of the premises in the building in which the premises form a part is designated on a floor plan attached as Exhibit "A".

6. COMMENCEMENT OF LEASE TERM AND LESSEE'S OPENING DAY. Deleted.

7. ABATEMENT OF RENT DURING PREPARATION FOR OCCUPANCY. Deleted.

8. LESSEE ACCEPTANCE OF PREMISES. The opening by Lessee of its business in the premises shall constitute an acknowledgement by Lessee that the premises are then in the condition called for by this lease, that Lessor has performed all its work with respect to the premises, and that Lessee waives all patent defects in the premises.

9. COMMENCEMENT OF CONSTRUCTION. Deleted.

10. COMPLETION OF CONSTRUCTION. Deleted.

11. USE. The premises are leased to the Lessee for the purpose of operation of a boutique shop. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased, or for a purpose agreed to by Lessor pursuant to Paragraph 25.

12. INSURANCE HAZARDS. No use shall be made or permitted to be made of the said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost and expense comply with any and all requirements, pertaining to said premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

13. WASTE. QUIET CONDUCT. Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located.

14. ALTERATIONS. MECHANICS' LIENS.

(a) Lessee shall not make, or suffer to be made, any alterations of the said premises, or any part thereof, without <sup>PRIOR</sup> the written consent of Lessor ~~first had and obtained~~. All alterations, improvements, additions, or fixtures, other than trade fixtures not permanently affixed to realty, that may be made or installed upon the premises by either of the parties and that in any manner are attached to the floors,

walls, or ceilings, shall be the property of the Lessor, and, at the termination of this lease, shall remain upon and be surrendered with the premises as a part of the premises, without disturbance, molestation, or injury; provided, however, Lessee may remove any partitions which it has installed in the premises, if Lessee repairs any damage to the premises caused by such removal. Any floor covering that may be cemented or otherwise affixed to the floor of the premises shall be and become the property of Lessor.

(b) Lessee shall pay, when due, all sums of money that may become due or purportedly due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for Lessee in, at, upon or about the premises and which may be secured by any mechanics', materialmen's or other lien against the premises or Lessor's interest in the premises, and Lessee shall cause each such lien to be fully discharged and released at the time performance of the obligation secured matures or become due. Lessor shall have the right to post and maintain on the premises such notices or nonresponsibility as are provided for under the mechanics' lien law of California.

15. UTILITIES. Lessor shall pay all water and sewage bills and in addition will pay utility bills for the operation of all equipment located outside the boundary of the premises necessary for the heating, ventilating and air conditioning provided for the premises. Lessee shall pay all other utility bills for utility services provided for the premises.

16. ABANDONMENT OF PREMISES, TRADE FIXTURES. Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned at the option of Lessor.

17. CARE AND MAINTENANCE OF THE DEMISED PREMISES.

(a) Lessee shall maintain the demised premises, but expressly excepting all structural portions thereof, in the same order and condition as when received, wear and tear in the usual and ordinary operation of Lessee's business, action of the elements depreciation, obsolescence and other causes, happenings and occurrences, beyond the reasonable control of Lessee, excepted. The term "structural portions" as used in this Paragraph, shall mean and include the foundations, interior walls, exterior walls, concrete slabs, the beams and columns bearing the main load on the roof, and the floors

of the premises. Lessee shall not be obligated to repair the exterior or interior of doors, windows, plate glass located on the premises, and the store front of the premises, except to the extent that damage to same is caused by the negligent or intentional act or omission of Lessee, its employees, agents, invitees, licensees, or contractors.

(b) Lessor shall keep in good order, condition and repair (i) the structural portions of the premises, as hereinabove defined, (ii) the plumbing and sewage system serving the premises, (iii) the heating, ventilating and air conditioning equipment provided for the premises; except (as to all items) for reasonable use and wear for any damage caused by any negligent or intentional act or omission of Lessee or its employees, agents, invitees, licensees, or contractors.

(c) Neither party shall be obligated to make repairs until after the expiration of ten (10) days written notice from the other party stating the need for repairs.

(d) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown in the plumbing facilities. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee if Lessee or its employees, agents, or invitees shall have caused it.

18. ACCEPTANCE OF PREMISES AS IS. SURRENDER AT END OF TERM. By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and in the size and condition represented by Lessor and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by act of God or by the elements excepted, and to remove all of Lessee's signs from said premises.

19. COMPLIANCE WITH LAW. Lessee shall, at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and regulations and State and Federal statutes and regulations now in force or which may hereafter be in force.



The judgement of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between Lessor and Lessee.

20. NON-LIABILITY FOR DAMAGES. This lease is made upon the express condition that Lessee shall indemnify and hold harmless Lessor from and against any and all claims, damages, causes of action, suits, or damages (including costs and expenses incurred in connection therewith) for death or injury to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the premises by Lessee, its agents, servants, employees, or invitees and not caused by Lessor's negligence; provided, however, Lessor shall be liable for loss, damages, or injury resulting from structural defects of the building in which the premises are situated which are not caused by negligence or intentional act of Lessee, its agents, servants, employees, or invitees. In the event of any claims made or suits filed Lessor shall give Lessee notice thereof and Lessee shall have the right to defend or to settle the same to the extent of its interests hereunder.

21. INSURANCE REQUIREMENTS. During the term of this lease, Lessee shall at its own cost and expense maintain insurance as set forth below:

(a) Liability insurance as shall protect Lessee, the Lessor, its officials, officers, and employees from claims which may arise from operations conducted by Lessee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily injury, personal injury and damage to property arising from Lessee's operations. Said policy shall cover premises liability, products liability, professional liability (where applicable such as beauty parlors, barber shops or activities involving nurses or doctors), automobile liability with respect to owned or non-owned vehicles and contractual liability. The amounts of insurance shall be not less than \$1,000,000 single limit applying to bodily injury, personal injuries and property damage or a combination thereof. Said policy(ies) shall cover Lessor, its officials, officers and employees as insured and shall provide that coverage afforded Lessor shall be primary and no other insurance carried by Lessor will be called on to contribute to a loss covered by said policy(ies). Said policy(ies) shall provide thirty (30) days' notice of change or cancellation to the Director of Finance of the City of Sacramento, 915 I Street, Sacramento, California 95814.

(b) Worker's Compensation and Employee's Liability Insurance for all employees of Lessee shall be maintained all in strict compliance with State laws. Employer's Liability limit shall be not less than \$1,000,000 Said policy shall provide thirty (30) days' notice of cancellation or change to Lessor.

(c) The Certificate of Insurance marked Exhibit "C" is to be completed as part of this lease and certified copies of all policies required by this section shall be furnished Lessor within fifteen (15) days of commencement of the lease.

(d) It is understood and agreed that approval of said policy(ies) shall in no way effect the terms and conditions of the hold harmless clause in this lease which remain in full force and effect.

22. AUCTIONS. SIGNS. Lessee shall not conduct or permit to be conducted any sale by auction on said premises. Lessee shall not place or permit to be placed any sign, decoration, marquee or awning on the front of the said premises without the prior written consent of Lessor; and, Lessee, upon request of Lessor, shall immediately remove any sign, decoration, marquee or awning which Lessee has placed or permitted, to be placed in, on or about the front of the premises without the prior written consent of Lessor, and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails immediately to do so, Lessor may enter upon said premises and remove any such sign, decoration, marquee or awning and Lessee shall pay the cost of such removal to Lessor upon demand. Lessee shall not place or permit to be placed upon any wall, sidewall, rear wall, or roof, any sign, advertisement, or notice without the prior written consent of Lessor.

23. ENTRY BY OWNER. Lessee shall permit Lessor and its agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building in which the premises are located, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of enforcing the provisions of Paragraph 22 above without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Lessee shall permit Lessor, at any time within sixty (60) days prior to the expiration of this lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs.

24. DESTRUCTION OF PREMISES. In the event of a partial destruction of the said premises during the said term, from any cause for which Lessor is responsible for repair according to the terms and conditions of this lease, Lessor shall forthwith repair the same, provided such repairs can be made within ninety (90) days under the laws and regulations of State, Federal, County or Municipal authorities, and can be made pursuant to the terms and conditions of Resolution No. 5, adopted by the Parking Authority of the City of Sacramento, adopted October 3, 1968, as Amended October 10, 1968 and as Amended by Resolution No. 74, adopted by the Parking Authority of the City of Sacramento on April 17, 1975, but such partial destruction shall in no way annul or void this lease, except that Lessee shall be entitled to a proportionate reduction in rent to be based upon the extent to which the making of such repairs shall interfere with the occupancy of the demised premises by Lessee. If such repairs cannot be made within ninety (90) days, Lessor may, at its option, make same within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately reduced as aforesaid in this Paragraph. In the event that Lessor does not so elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws, regulations or Parking Authority Resolution, this lease may be terminated at the option of either party.

In respect to any partial destruction which Lessor is obligated to repair or may elect to repair under the terms of this Paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by Lessee.

Notwithstanding anything to the contrary herein, in the event that the building in which the demised premises may be situated be destroyed to the extent of not less than twenty percent (20%) of the replacement cost thereof, Lessor may elect to terminate this lease, whether the demised premises be injured or not. A total destruction of the building in which the said premises may be situated shall terminate this lease. In the event of any dispute between Lessor and Lessee relative to the provisions of this Paragraph, they shall select an arbitrator, the two (2) arbitrators so selected shall select a third arbitrator and the three (3) arbitrators so selected shall hear and determine the controversy and their decision thereon shall be final and binding upon both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

25. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained (which Lessor shall not unreasonably withhold), and a consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

26. INSOLVENCY. RECEIVER. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee.

27. REMEDIES OF LESSOR. The following rights and remedies shall be available to Lessor in the event Lessee commits any act of default during the term. These rights and remedies shall not be exclusive, but shall be cumulative and in addition to any and all rights and remedies now or hereafter allowed by law:

(a) Even though Lessee breaches this lease, or abandons the leased premises, this lease shall continue in full force and effect for so long as Lessor does not terminate Lessee's right to possession of the leased premises; and Lessor shall be entitled to enforce all its rights and remedies under the lease, including the right to collect rent as it becomes due. It is hereby specifically agreed between the parties that acts of maintenance or efforts to relet the premises, and/or the appointment of a receiver on initiative of Lessor to protect Lessor's interest under this lease will not constitute a termination of Lessee's right to possession. After the occurrence of the acts of default or abandonment by Lessee, and for so long as Lessor does not terminate Lessee's right to possession of the leased premises, Lessee shall be permitted to sublet the property or assign his interest in the lease, with the consent of Lessor; and Lessor shall not unreasonably withhold such consent. Lessor shall not be deemed

Lessor gives written notice of such election to terminate.

(b) Lessor may elect, by written notice to Lessee, to terminate Lessee's right to possession of the leased premises at any time after the occurrence of any act of default by Lessee, and in such event may, at Lessor's option, declare this lease and Lessee's right to possession terminated. It is hereby specifically agreed between the parties that acts of maintenance or efforts to relet the leased premises, and/or the appointment of a receiver on initiative of Lessor to protect Lessor's interest under this lease will not constitute a termination of Lessee's right to possession. In the event Lessor elects to terminate this lease and Lessee's right to possession as aforesaid, Lessor may recover as damages from Lessee the following:

(i) The worth at the time of award of the unpaid rental which has been earned at the time of termination of the lease; and

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after the date of termination of this lease until the time of award exceeds the amount of such loss of rental that Lessee proves Lessor could have reasonably avoided; and

(iii) The worth at the time of the award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of the loss of such rental that Lessee proves Lessor could have reasonably avoided; and

(iv) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's act or default or which in the ordinary course of things would be likely to result therefrom.

The phrase "the worth at the time of the award" as referred to in subparagraphs (b) (i) and (ii) is to be computed by the allowing interest at the rate of ten percent (10%) per annum. The phrase "the worth at the time of the award" as referred to in subparagraph (b) (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

(c) Efforts by Lessor to mitigate the damages caused by Lessee's breach of this lease shall not waive Lessor's right to recover damages under the foregoing provisions.

(d) Nothing in the foregoing subparagraphs shall affect the right of Lessor to indemnification against liability arising prior to the termination of this

lease for personal injuries or property damage, or against mechanic's liens or other liens, claims or expenses.

28. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this lease by Lessee, or mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

29. ATTORNEYS' FEES ON DEFAULT. In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor reasonable attorneys' fees which shall be fixed by the Court.

30. NOTICES. Any and all notices or demands by or from Lessor to Lessee, or Lessee to Lessor, shall be in writing. They shall be served either personally or by registered mail or by telegraph. If served personally, service shall be conclusively deemed made at the time of service. If served by registered mail, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given, as hereinafter provided, and the issuance of the registry receipt therefor. If served by telegraph, service shall be conclusively deemed made at the time that the telegraphic agency shall confirm to the sender delivery thereof to the addressee.

Any notice or demand to Lessor may be given at the office of the City Clerk, City of Sacramento, 915 I Street, Sacramento, California, 95814.

Any notice or demand to Lessee may be given at 1019 L Street

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Any party hereto may change the address for notice by giving written notice to the other party according to this paragraph.

31. WAIVER. The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of any delinquent rental payment hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay.

the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

32. OPTION TO RENEW AND HOLDING OVER. Any holding over after the expiration of said term, with the consent of Lessor, shall be construed to be a tenancy from month-to-month only at a rental of \$ 520.00 per month, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

33. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

34. TIME. Time is of the essence of this lease.

35. CONDEMNATION. If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent Lessee shall be required to pay for the remainder of the term shall be only such portion of the rent specified herein as the value of the part of the premises remaining in possession of Lessee after the condemnation; but in such event both Lessor and Lessee shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the Lessor and the Lessee shall have no claim thereto, and the Lessee hereby irrevocably assigns and transfers to the Lessor any right to compensation or damages to which the Lessee may become entitled during the term hereof by reason of the condemnation of all, or a part of the demised premises.

36. TAXES. The Lessee shall, in addition to all other sums agreed to be paid under this lease, pay to the County of Sacramento all personal property taxes which shall be levied against the personal property of the Lessee. The Lessor shall pay out of the rent all Real Estate taxes levied upon Lessee's possessory interest in the demised premises; provided, however, said payment of any possessory interest tax shall not exceed the amount established by the County of Sacramento for the first

year said possessory interest appears upon the County's Unsecured Rolls. Any possessory interest tax imposed which exceeds the amount established by the County of Sacramento for the first year said possessory interest appears upon the County's Unsecured Rolls shall be paid by the Lessee to Lessor on demand and in addition to the monthly rental specified in Paragraph 3.

37. CHANGE IN FORM OF OWNERSHIP. If Lessee be a partnership, a withdrawal or change, voluntary, involuntary, by operation of law, or otherwise of any of the partners thereof, or if Lessee be composed of more than one (1) person, a purported assignment or transfer, voluntary, or involuntary, by operation of law, or otherwise from one (1) thereof unto the other or others thereof, or if Lessee be a corporation, a change in the ownership (voluntary, involuntary, or by operation of law, or otherwise) of thirty-three and one third percent (33 1/3%) or more of its capital stock as owned as of the date of execution hereof during the term and any renewal of this lease, shall be deemed an assignment prohibited hereby unless the written consent of Lessor be obtained thereto.

38. SERVICE AREAS. Lessee agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by way of the loading areas or such portion of the parking areas within parking structure operated by Lessor as Lessor may designate from time to time for such use by Lessee, and at such hours as may be designated by Lessor from time to time.

39. PARKING OPTION. Lessor agrees to make available to Lessee or its employees not more than two (2) monthly parking spaces in the parking facility which houses the demised premises at the current rental rate applicable to monthly parking in the garage by members of the public. Rental paid for said monthly parking spaces shall be in addition to the minimum monthly rental specified in Paragraph 3.

40. EXCUSABLE DELAYS. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed by Paragraph 3.



41. LAST DATE FOR COMMENCEMENT OF LEASE TERM. Notwithstanding the provisions of Paragraph 40, if the term of this lease shall not have commenced by December 1st, 1976, it shall be void.

42. CAPTIONS. The title or headings to the Paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

43. RULES AND REGULATIONS. Lessor shall have the right from time to time to promulgate rules and regulations and amendments thereto for the safety, care and cleanliness of the building in which the demised premises are located and for the preservation of good order. Upon delivery of a copy of such rules and regulations or upon receiving written notice of such rules and regulations, together with a copy thereof, Lessee will comply with the rules and regulations, and a violation of any of them shall constitute a breach and default of this lease. If there is a conflict between the lease and any rule or regulation, the lease shall prevail. Lessor shall make all reasonable efforts to enforce any such rules and regulations uniformly against all tenants in the building. . No such rules and regulations shall require Lessee to pay any additional rent building. No such rules and regulations shall require Lessee to pay an additional rent under this lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease on the date hereinabove first written.

CITY OF SACRAMENTO, a Municipal corporation, Lessor

By Walter J. Slipe

LESSEE: Salvador J. Sandoval  
Mark L. Sandoval  
Daniel J. Nacht  
Mary G. Nacht

ATTEST:

Joe Ramos  
CITY CLERK

Approved as to form:

James P. Jackson  
CITY ATTORNEY

City Agreement No. 76113

RAMP UP →

CITY OF SACRAMENTO OFFICES

PARCEL NO. 6  
1122 - 11TH ST.

PARCEL NO. 11  
1125 - 10TH ST.

PARCEL  
NO. 12

PARCEL NO. 5

UTILITY ROOM

RAMP DOWN →

PARCEL NO 10  
1129 - 10TH ST.

PARCEL NO. 2  
1003 L ST.

PARCEL NO. 4  
1007 L ST.

PARCEL NO. 9  
1009 L ST.

PARCEL  
NO. 8  
1011 LST.

PARCEL NO. 7  
1015 L ST.

PARCEL  
NO. 3  
1019 LST.

PARCEL NO. 1  
1023 L ST.

11TH ST.

City Agreement No. 26113 EXHIBIT "A"

**CERTIFICATE OF INSURANCE**

**EXHIBIT "C"**

This certifies to CITY OF SACRAMENTO  
that the following described policies have been issued to:

Insured \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Location of operations insured \_\_\_\_\_  
\_\_\_\_\_

Description of work (show project name and/or number, if any) \_\_\_\_\_  
\_\_\_\_\_

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
Workmen's Compensation  (Insurer) _____	Employer's Liability \$ _____			
Comprehensive General Liability  (Insurer) _____	Each Person	Each Occurrence		
	Each Occurrence	Aggregate		
Comprehensive Auto Liability  (Insurer) _____	Each Person	Each Accident		
	Each Occurrence			
		Combined Single Limit		
		Combined Single Limit		

All policies are in effect at this time and will not be cancelled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the certificate holder named on the top line.

The following coverages or conditions are in effect:

	Yes	No
<u>Broad Form Property Damage</u>		
<u>Products and Completed Operations</u>		
<u>Contractual Liability</u>		
<u>Professional Liability</u>		
<u>Errors &amp; Omissions</u>		
<u>Legal Liability</u>		
<u>X, C, U Hazards Included</u>		
<u>Named Additional Insured<sup>(1)</sup></u>		
<u>Insurance policy(ies) will be deemed Primary Insurance</u>		

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Signature) (2)

\_\_\_\_\_  
(At)

\_\_\_\_\_  
(Insurance Company)

- (1) City of Sacramento, its officers, employees, and agents
- (2) Authorized signature may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

**NOTE:** Forward completed Certificate within 15 days of execution of this contract and prior to engaging in any activity set forth in this contract to:  
CITY OF SACRAMENTO; DEPARTMENT OF FINANCE;  
915 I STREET, ROOM 100; SACRAMENTO, CA. 95814

BY 5-76

City Agreement No. 76113

**RESOLUTION NO. 80-317**

Adopted by The Sacramento City Council on date of

MAY 27TH, 1980

AUTHORIZING CONSENT OF ASSIGNMENT OF PARCEL  
3 IN 10TH AND L STREETS PARKING GARAGE  
(1019 L STREET)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

The City Manager is hereby authorized and directed to execute the Consent of Assignment of the rights and obligations of HARRY T. NYLAND AND ELIZABETH NYLAND, CHRIS V. FULSTER AND MARY FULSTER AND MALCOLM MCCORMACK AND DOROTHY MCCORMACK, sub-lessees under the sublease between them and the City of Sacramento, for Parcel No. 3 in the 10th and L Streets Parking Garage, executed on May 27th, 1980, to CHARLES MIZUTANI AND JO ANN MIZUTANI.

PHILLIP L. ISENBERG  
MAYOR

ATTEST:

ANNE J. MASON  
CITY CLERK

Deputy

CERTIFIED AS TRUE COPY  
of Resolution No. 80-317

MAY 31 1980

DATE CERTIFIED

Louaine Regano  
CITY CLERK, CITY OF SACRAMENTO