

June 2013

Property Description

Address: 15660 Stafford Street, # 49, #23 and part of #46 on Property List

Size: 4.23 acres, the site contains one building of 10,000 square feet shared by the US Post Office and the Los Angeles County Fire Prevention office

Date Purchased: November 1979 and March 2005

IUDA Purchase Price: \$51,965 & \$1,195,000

Estimated Current Value: \$5.4 million @ \$30 SF for land

Reason Acquired: To facilitate future civic center development

Plan and Zoning: Institutional

Lease Revenue: \$2,148 Post Office Lease, Fire Prevention Office \$1 per year

Environmental: Phase I

Potential for Transit-Oriented Development: None

History of Development Proposals: A developer has in the past proposed a development of smaller office buildings on a portion of the site.

Staff Recommendation: The staff recommends that the property be offered for sale to the Post Office, Los Angeles County Fire Department and the City. If none of the parties are interested then the property would be made generally available for sale.



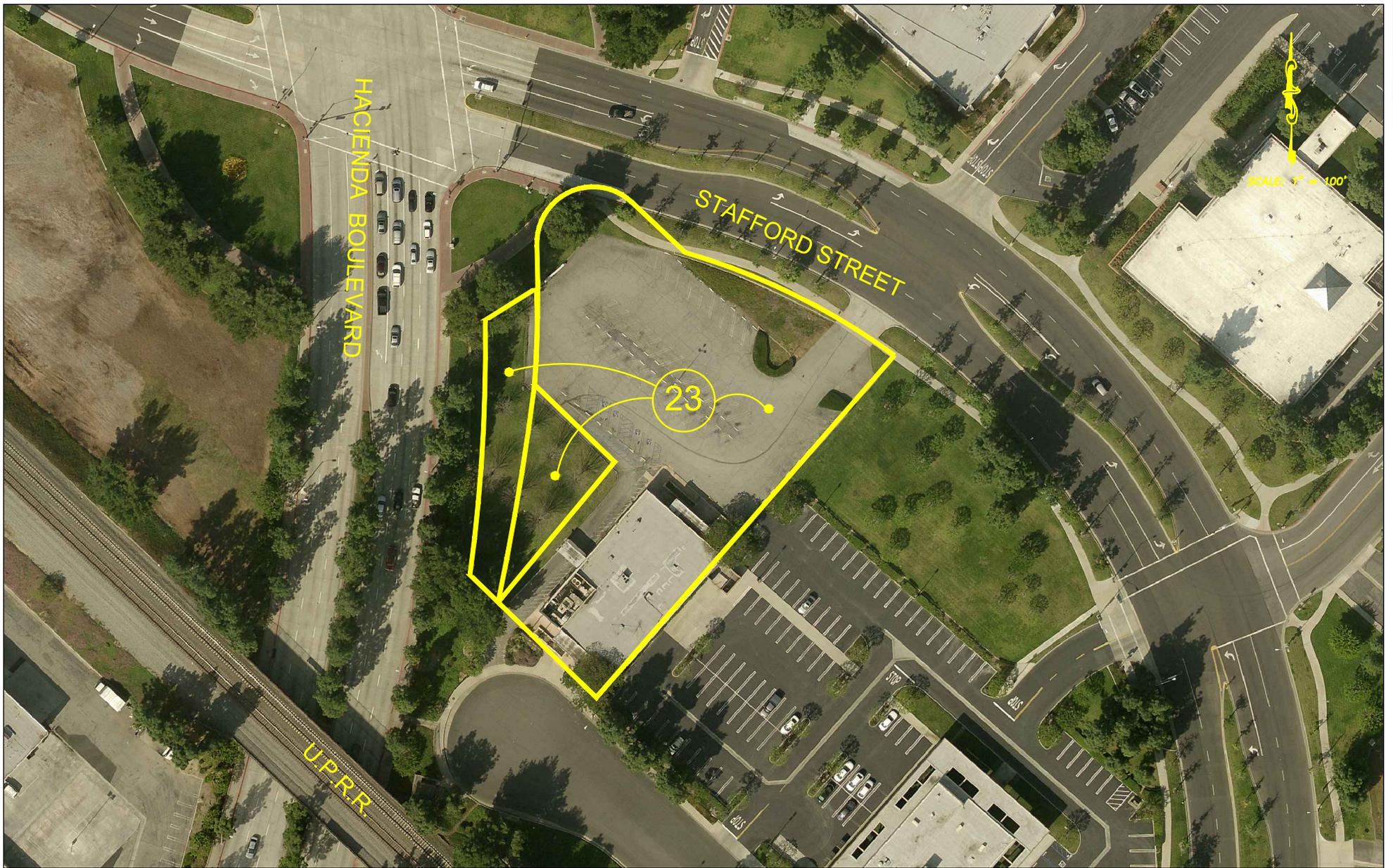
49 Address : 15660 Stafford Street
 City : City of Industry
 APN : 8208-025-942
 Acre : 2.79 Ac.

Prepared by:
CNC
 ENGINEERING
 Consulting Civil Engineers • Surveyors
 255 N. Hacienda Blvd., Ste. 222
 City of Industry, Ca. 91744
 Phone (626) 333-0336
 Fax (626) 336-7076

CITY OF INDUSTRY
SUCCESSOR AGENCY OF THE INDUSTRY
URBAN-DEVELOPMENT AGENCY
PROPERTY LIST ITEM # 49

CHECKED BY: D.T.M.	JOB No. MP 12-03#3	SHT. 1 OF 1
DATE: OCTOBER 2012		

DESIGN BY: V.S. DRAWN BY: S.C.



23 Address : 15600 Stafford St
 City : City of Industry
 APN : 8208-025-902, 8208-025-922 & 8208-025-948
 Acre : 1.44 Ac.

Prepared by
CNC
 ENGINEERING
 Consulting Civil Engineers • Surveyors
 255 N. Hacienda Blvd., Ste. 222
 City of Industry, Ca. 91744
 Phone (626) 333-0338
 Fax (626) 336-7076

CITY OF INDUSTRY
SUCCESSOR AGENCY OF THE INDUSTRY
URBAN-DEVELOPMENT AGENCY
PROPERTY LIST ITEM# 23

CHECKED BY: D.T.M.	JOB No. MP 12-03#3	SHT. 1 OF 1
DATE: OCTOBER 2012		

DESIGN BY: V.S. DRAWN BY: V.S.

OFFICE LEASE AGREEMENT

This Office Lease Agreement ("Agreement") is entered as of MARCH 15, 2004, by and between the CITY OF INDUSTRY, a California municipal corporation ("Landlord"), and the COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

A. RECITALS

(i). Landlord and Tenant have entered into that certain agreement which provides, among other matters, that Tenant provides fire protection services to the City of Industry.

(ii). In order to enhance and better assist in the provision of such fire protection services, the Landlord and Tenant agree that it would be in the best interests of the health, safety, convenience and welfare of the residents and property owners of the City of Industry and surrounding communities for Tenant to maintain its fire prevention offices within the City.

(iii). Landlord owns certain real property within the City that is improved with a professional office building ("Building"), which Building contains an office suites that Tenant agrees is suitable for use by Tenant for its fire protection office purposes.

B. OFFICE LEASE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises described hereafter and agree upon the terms and conditions as follows:

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord approximately 4,500 square feet of office space located within that certain professional office Building located at 15660 East Stafford Street, City of Industry ("Premises"). The term "Premises" includes adjacent parking facilities used in connection therewith, all Common Areas as well as the land which the same are located. A site plan depicting the general configuration of the Building and Premises is attached hereto as Exhibit A.

1.1 Common Areas – Definition. The term "Common Areas" is defines as all areas and facilities outside the Premises and within the exterior boundary line of the Building and the property where the Building is situated that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and of other tenants of the Building and their respective employees, suppliers, shippers, customers and invitees, including but not limited to common entrances, lobbies, corridors, stairways and stairwells, public restrooms, parking areas to the extent not otherwise prohibited by this Lease, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, landscaped areas and decorative walls.

1.2 Common Areas - Rules and Regulations. Tenant agrees to abide by and conform to the rules and regulations attached hereto as Exhibit "B" with respect to the Building and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce said rules and regulations by other Tenants, their agents, employees and invitees of the Building.

1.3 Common Areas - Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Building interior and exterior and Common Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including, but not limited to, the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways; provided, however, Landlord shall at all times provide the parking facilities required by applicable law;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land and improvements outside the boundaries of the Building to be a part of the Common Areas, provided that such other land and improvements have a reasonable and functional relationship to the Building;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building, or any portion thereof;

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Building as Landlord may, in the exercise of sound business judgment deem to be appropriate.

2. Term. The initial term of this Agreement shall be for one (1) year, commencing on the effective date of this Agreement and ending one year thereafter, unless sooner terminated as hereinafter provided. On the anniversary of the first year, and on each succeeding year while this Agreement is in effect, this Agreement shall be automatically extended for one additional year. The initial term of this Agreement, along with any automatic extensions, shall not exceed three (3) years. Either party may terminate this Agreement by giving written notice to the other at least ninety (90) days prior to the intended termination date.

3. Use; Compliance With Laws.

3.1. The Premises shall be used by Tenant as general offices and all lawful activities related thereto and for no other purpose.

3.2 Tenant agrees that its use of the Premises will at all times be in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, and Tenant, at its sole cost and expense, agrees to comply with all such laws, rules and regulations.

3.3 Tenant shall not use or permit the use of the premises in any manner that will tend to create waste or a nuisance, or which shall unreasonably disturb any other tenant.

4. Rent. As rent ("Rent") for the Premises, Tenant agrees to pay to Landlord the sum of one dollar, (\$1.00) per year. Tenant acknowledges that Landlord may increase the Rent in an amount not to exceed one hundred percent (100%) of the original Rent rate annually; provided Landlord provides Tenant at least 30 days' advance written notice. Rent is to be paid in advance annually on or before the first (1st) day of the calendar month in which this Agreement is executed by Landlord and Tenant, except that Rent for the first year of this Agreement is to be paid upon execution of this Agreement.

5. "AS-IS" Rental. Tenant acknowledges that it is thoroughly familiar with the Premises and all aspects thereof, including, without limitation, the physical condition of the Premises, the zoning of the Premises and all other restrictions and limitations applicable to the Premises (whether or not of public record). Tenant acknowledges and agrees that the Premises are satisfactory to Tenant in all respects. Tenant agrees that Landlord has made no representation or warranty of any kind or nature respecting the condition of the Premises, their suitability for Tenant's use, or any other matter relating to the Premises, and Tenant agrees that it is renting the Premises in their "AS-IS CONDITION AND WITH ALL FAULTS".

6. Maintenance & Repair.

6.1 Landlord's Obligations. Except as provided in Section 13, and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees, or invitees, Landlord at its sole cost and expense shall keep in good condition and repair the foundations, exterior walls, and exterior roof of the Premises. Landlord shall also maintain the unexposed electrical, plumbing and sewage systems including, without limitation, those portions of the systems lying outside the Premises, window frames, gutters and down spouts on the Building, all sidewalks landscaping and other improvements that are a part of the Premises or the Building of which the Premises are a part. The Landlord shall also maintain the heating, ventilating and air-conditioning systems serving the Premises. Landlord shall have thirty (30) days after notice from Tenant to commence to perform its obligations under this section, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or

emergency situation. If the Landlord does not perform its obligations within the time limit set forth in this section, then Tenant can perform said obligations and shall have the right to be reimbursed for the amount that Tenant actually expends in the performance of Landlord's obligations. If Landlord does not reimburse Tenant within thirty (30) days after demand from Tenant, Tenant's sole remedy shall be to institute suit against the Landlord, and Tenant shall not have the right to withhold from future Rent the sums Tenant has expended.

6.2 Tenant's Obligations.

Subject to the provisions of subsection 6.1 above, Tenant at Tenant's sole cost and expense shall keep in good order, condition and repair the Premises and every part thereof including, without limitation, all Tenant's personal property, fixtures, signs, plate glass, windows, doors, interior walls and interior ceiling. If Tenant fails to perform Tenant's obligations as stated herein, Landlord may at its option (but shall not be required to), enter the Premises, after ten (10) days prior written notice to Tenant, put the same in good order, condition and repair, and the costs thereof together with interest thereon at the rate of ten (10%) percent per annum shall become due and payable as additional Rent to Landlord together with Tenant's next Rent installment.

7. Insurance. Tenant agrees to keep and maintain public liability and property damage insurance respecting the Premises, naming Landlord as an additional insured, in form and amounts (not less than \$1,000,000 per occurrence) and with insurers reasonably satisfactory to Landlord. Landlord agrees that some or all of Tenant's insurance requirements may be satisfied by existing self-insurance programs. Tenant also agrees to keep and maintain on all of its personal property, Tenant's improvements, and alterations in or about the Premises, a policy or policies of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of their full replacement value. Tenant also agrees to keep and maintain worker's compensation insurance coverages for its employees in the minimum amounts required by California law. All such insurance will be primary and not contributing with any insurance which Landlord may maintain, and the insurer providing such insurance must agree that such insurance will not be changed or cancelled except upon at least thirty (30) days prior written notice to Landlord. Tenant waives any and all rights of recovery against Landlord and its officials, officers, agents and employees on account of loss or damage occasioned to Tenant or its property or the property of others under its control, to the extent that such loss or damage is insured against under the fire and extended coverage policy required to be kept and maintained by Tenant under this Agreement, and Tenant shall cause each policy required to be kept and maintained by it under this Agreement to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by such policy. Tenant will provide Landlord with copies of the policies of such insurance or certificates evidencing such insurance upon execution of this Agreement and from time to time thereafter as reasonably requested by Landlord.

8. Indemnification.

8.1. General Tenant Indemnification. Tenant agrees to indemnify, protect, (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees (collectively, "Indemnified Landlord Parties"), harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) (collectively, "Claims") which the Indemnified Parties, or any of them, may suffer or incur arising from or relating to (a) Tenant's use of the Premises, (b) any negligence, act or omission of Tenant, its agents, employees, contractors, guests or invitees in or about the Premises or (c) any default by Tenant under this Agreement.

8.2. General Landlord Indemnification. Landlord agrees to indemnify, protect, (by counsel reasonably satisfactory to Tenant) and hold Tenant and its officials, officers, agents and employees (collectively, "Indemnified Tenant Parties"), harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) (collectively, "Claims") which the Indemnified Tenant Parties, or any of them, may suffer or incur arising from or relating to (a) Landlord's use of the Premises, (b) any negligence, act or omission of Landlord, its agents, employees, contractors, guests or invitees in or about the Premises or (c) any default by Landlord under this Agreement.

8.3. Limit of Landlord Liability. Notwithstanding the provisions of sub-section 8.2, except to the extent arising from the gross negligence, willful or intentional acts or omissions of the Indemnified Landlord Parties, Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, its employees, contractors, invitees, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether such injury or damage results from conditions arising upon the Building or upon the Premises, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible.

9. Utilities. Tenant shall make all arrangements and pay before delinquency all water, sewer, gas, heat, light, power, telephone service, refuse removal and all other utilities or services of any kind supplied to the Premises. If any such utilities or services are not separately metered or billed to Tenant, then Tenant shall pay a reasonable proportion, to be determined by Landlord of all charges shared with other premises. It is agreed that Landlord is not liable for any failure or interruption of any utility or service, and the failure or interruption of any utility or service will not entitle Tenant to terminate this Agreement or stop making any rental or other payments due under this Agreement.

10. Alterations. Tenant agrees that it will not make any alterations or improvements to the Premises, or any portion of the Premises, except for non-structural work that does not exceed \$1,500.00 in cost, without Landlord's prior written consent. If Landlord

consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions as Landlord may require in connection with the granting of its consent. Tenant agrees that it will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. In connection with any such alterations or improvements, Landlord shall have the right to enter the Premises to post and keep posted thereon notices of nonresponsibility, or such other notices that Landlord may deem to be proper for the protection of Landlord's interest in the Premises. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Premises at the end of the term of this Agreement and the Premises restored to their condition prior to the making of such alterations or improvements. Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the term.

11. Tenant's Property. All trade fixtures, equipment and personal property of Tenant located at the Premises will remain the property of Tenant during the term of this Agreement and may be removed by Tenant at any time and shall be removed by Tenant prior to the expiration or other termination of the term of this Agreement. Tenant, at Tenant's cost and expense, must promptly repair all damage to the Premises occasioned by the removal of its trade fixtures, equipment and personal property.

12. Damage and Destruction. If the Premises or any portion thereof are damaged or destroyed by any casualty (whether or not insured) such that the Premises become totally or partially inaccessible or unusable for Tenant's purposes, and such damage was not caused by any negligence, act or omission of Tenant, its agents, employees, contractors, guests or invitees in or about the Premises, then Tenant may elect to terminate this Agreement, which election shall be effective upon the date such notice is received by Landlord. In no event shall Landlord have any obligation to restore the Premises or Building.

13. Assignment. Tenant may not assign this Agreement except to a successor entity that assumes all of Tenant's rights, duties and obligations under the Contractor Agreement.

14. Tenant Default.

14.1 Events of Default. The occurrence of any one or more of the following shall constitute a default by Tenant:

(a) Vacation or abandonment of the Premises by Tenant.

(b) Failure by Tenant to make payment of Rent or any other payments required to be made by Tenant hereunder as and when due.

(c) Failure by Tenant to observe or perform any of the covenants or provisions of this Agreement, other than as provided in subsection (b) above, when such failure continues for a period of ten (10) days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than ten (10) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.

14.2 Landlord Remedies. If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the right to terminate this Agreement upon providing Tenant with thirty (30) days written notice of termination.

16. Landlord Default.

16.1 Events of Default. The failure by Landlord to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by Landlord, if such failure shall continue for a period of thirty (30) days after notice of such failure is given by Tenant to Landlord, shall constitute a default by Landlord under this Agreement; provided, that if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

16.2 Tenant Remedies. In the event of a default by Landlord, Tenant shall have the remedies set forth in this subsection; provided that, such remedies are not exclusive but are cumulative and in addition to any remedies now or later allowed to Tenant by law. Tenant, at any time when Landlord is in default, can cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due upon the giving of notice by Tenant to Landlord, together with interest thereon at the rate of ten percent (10%) per annum from the date of such notice until Tenant is reimbursed by Landlord.

17. Landlord Entry. Landlord and its authorized representatives shall have the right upon reasonable prior notice to Tenant (which notice may be by telephone) to enter all portions of the Premises for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Agreement; (b) to inspect the Premises; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Premises; and (d) to post notices of nonresponsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Premises at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise

by Landlord of its rights under this section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby nor to any abatement of Rent or other amounts payable under this Agreement.

18. Surrender of Premises. Upon the expiration or other termination of the term of this Agreement, Tenant agrees to surrender possession of the Premises, and every part thereof, to Landlord in good order, condition and repair, ordinary wear and tear alone excepted. "Ordinary wear and tear" does not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Agreement.

19. Notices. Except as otherwise provided, all notices required or permitted to be given under this Agreement must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Premises address. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

If to Landlord: City of Industry
 15651 E. Stafford Street
 Industry, California 91744
 Attention: City Manager

If to Tenant: COUNTY OF LOS ANGELES
 CHIEF ADMINISTRATIVE OFFICE
 REAL ESTATE DIVISION
 222 South Hill Street, 4th Floor
 Los Angeles, California 90012

20. General.

20.1 Non-waiver. The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants or provisions of this Agreement by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

20.2 Interpretation. The titles to the sections of this Agreement are for convenience of reference only and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. Any exhibits attached to this Agreement are, however, a part of this Agreement. This Agreement shall be

governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Agreement, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

20.3 Severability. Any provision of this Agreement that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Agreement.

20.4 Amendment. No term or provision of this Agreement may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument effecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

20.5 Brokers. Landlord and Tenant each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder in connection with the negotiations of this Agreement and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Landlord and Tenant do each hereby indemnify and hold the other harmless from and against any costs, expenses, attorney's fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

20.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the following page.]

Executed as of the date first set forth above.

CITY OF INDUSTRY

**LOS ANGELES COUNTY
FIRE DEPARTMENT**

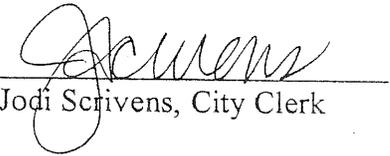


Phil Iriarte, City Manager

By: _____

(Print Name & Title)

Attest:

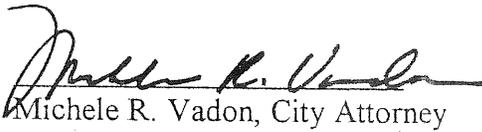


Jodi Schivens, City Clerk

By: _____

(Print Name & Title)

Approved as to Form:



Michele R. Vadon, City Attorney

IN WITNESS WHEREOF, pursuant to Chapter 2.81 of the Los Angeles County Code this Agreement has been executed on behalf of the County of Los Angeles by the Chief Administrative Officer or his designee, on the 15th day of MARCH, 2004.

TENANT:

ATTEST:

COUNTY OF LOS ANGELES

CONNOR B. McCORMACK
Registrar-Recorder/County Clerk

~~DAVID E. JANSSEN~~ *William T Fujiora*
Chief Administrative Officer *CHIEF EXECUTIVE OFFICER*

By *Kevin Webb*
Name: KEVIN WEBB

By *David E. Janssen*

APPROVED AS TO FORM:

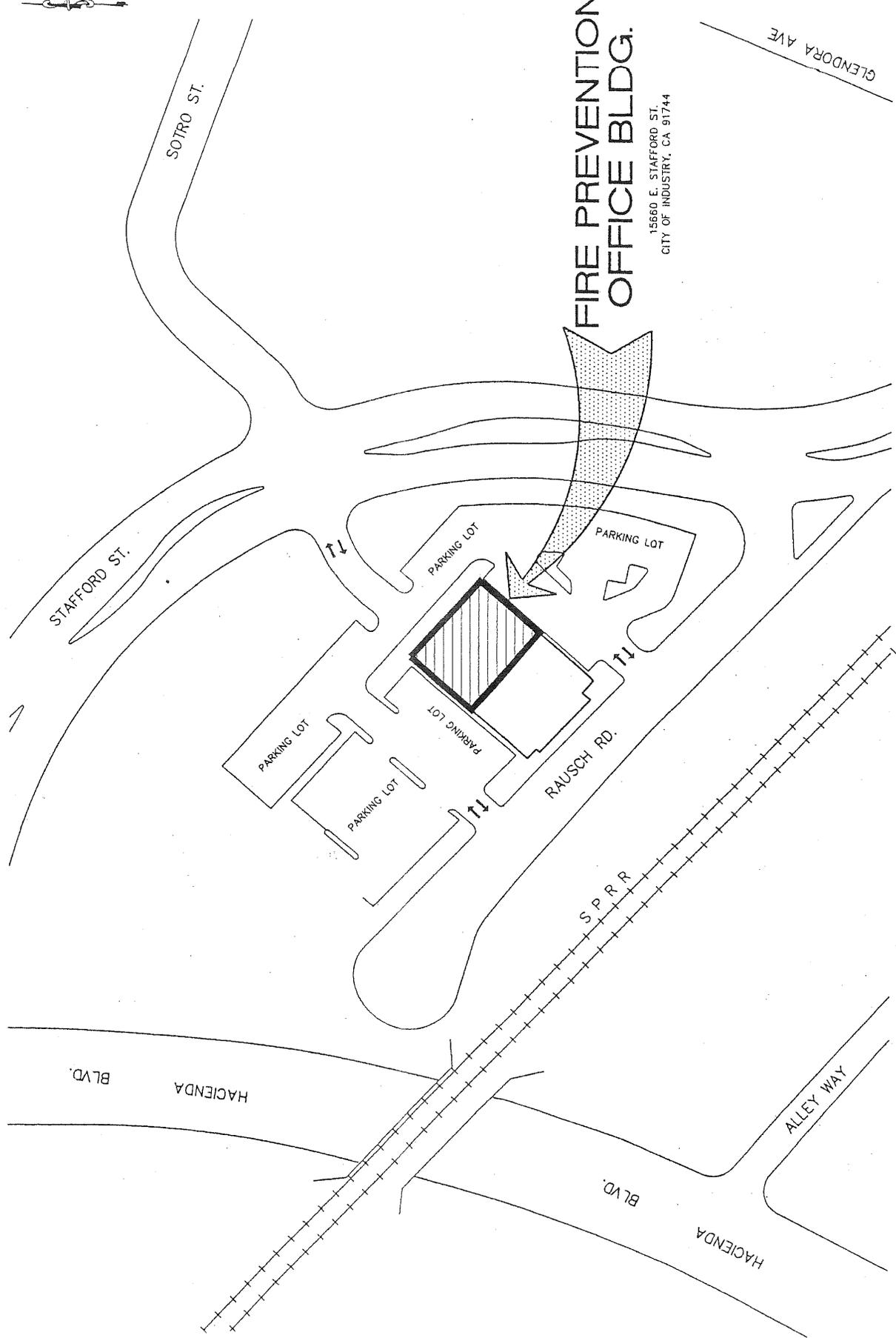
~~LLOYD W. PELLMAN~~ *RAYMOND FORTNER*
County Counsel

By *Francis E. Scott*
Francis E. Scott

EXHIBIT "A"

Site Plan of Premises and Building

SCALE: NOT TO SCALE



FIRE PREVENTION OFFICE BLDG.

15660 E. STAFFORD ST.
CITY OF INDUSTRY, CA 91744

CITY OF INDUSTRY

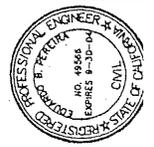
APPROVED BY: _____ DATE: _____
JOHN D. BALLAS, R.C.E. 3101, CITY ENGINEER

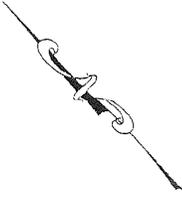
SITE PLAN

Prepared by:
CNC
ENGINEERING
CONSULTING CIVIL ENGINEERS - SURVEYORS

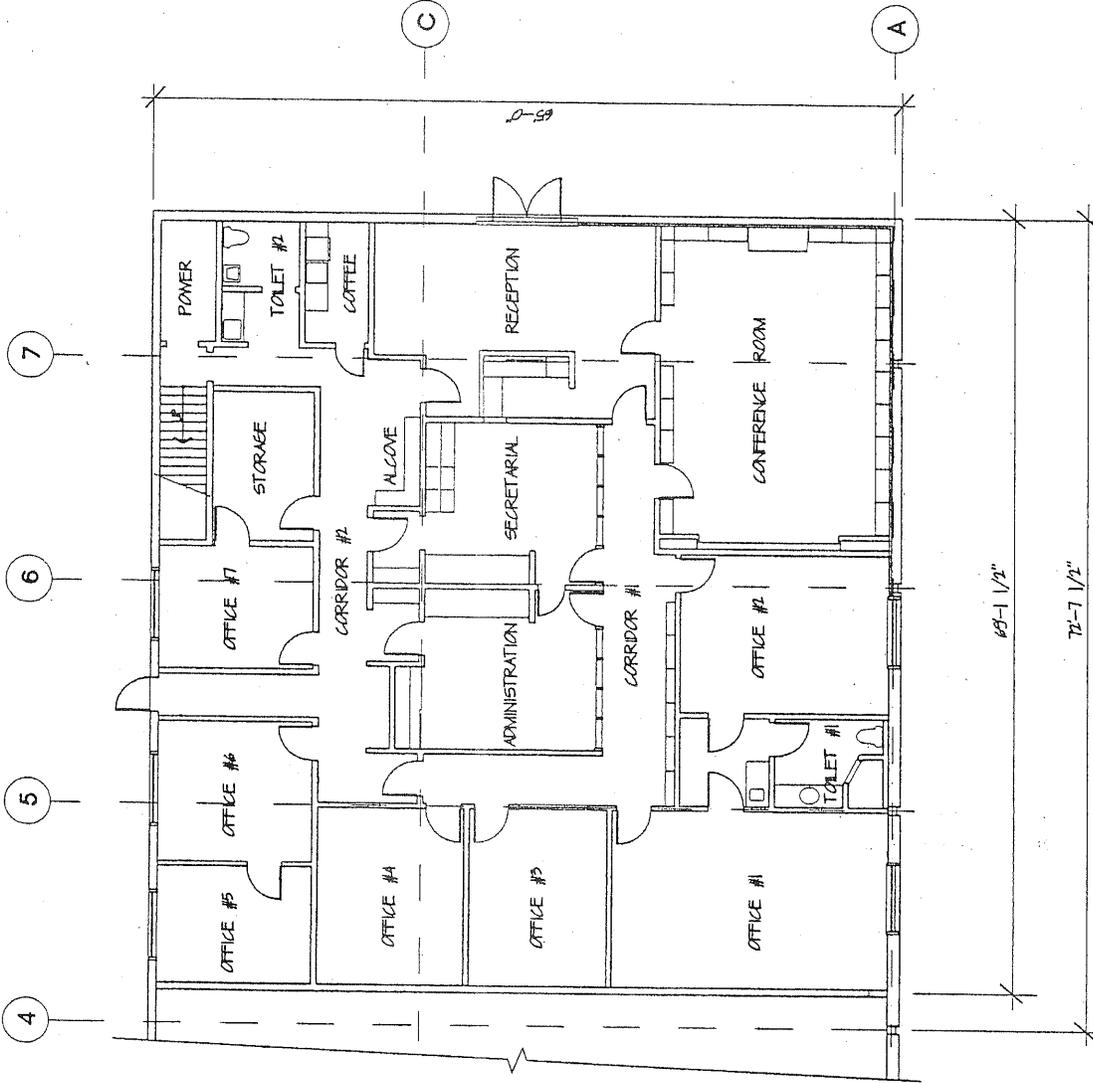
255 N. Hochstadt Blvd., Ste. 722
City of Industry, CA 91744
Phone (626) 333-0238
Fax (626) 333-7076

EDUARDO B. PEREIRA, R.C.E. 49566 DATE: _____





NOT TO SCALE



FIRST FLOOR PLAN
SCALE : NOT TO SCALE

CITY OF INDUSTRY

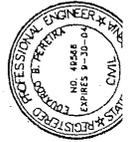
APPROVED BY:

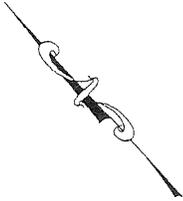
JOHN D. BULLIS, R.C.E. 34311, CITY ENGINEER DATE

FIRE PREVENTION OFFICE BLDG

15660 E. STAFFORD ST.
CITY OF INDUSTRY, CA 91744

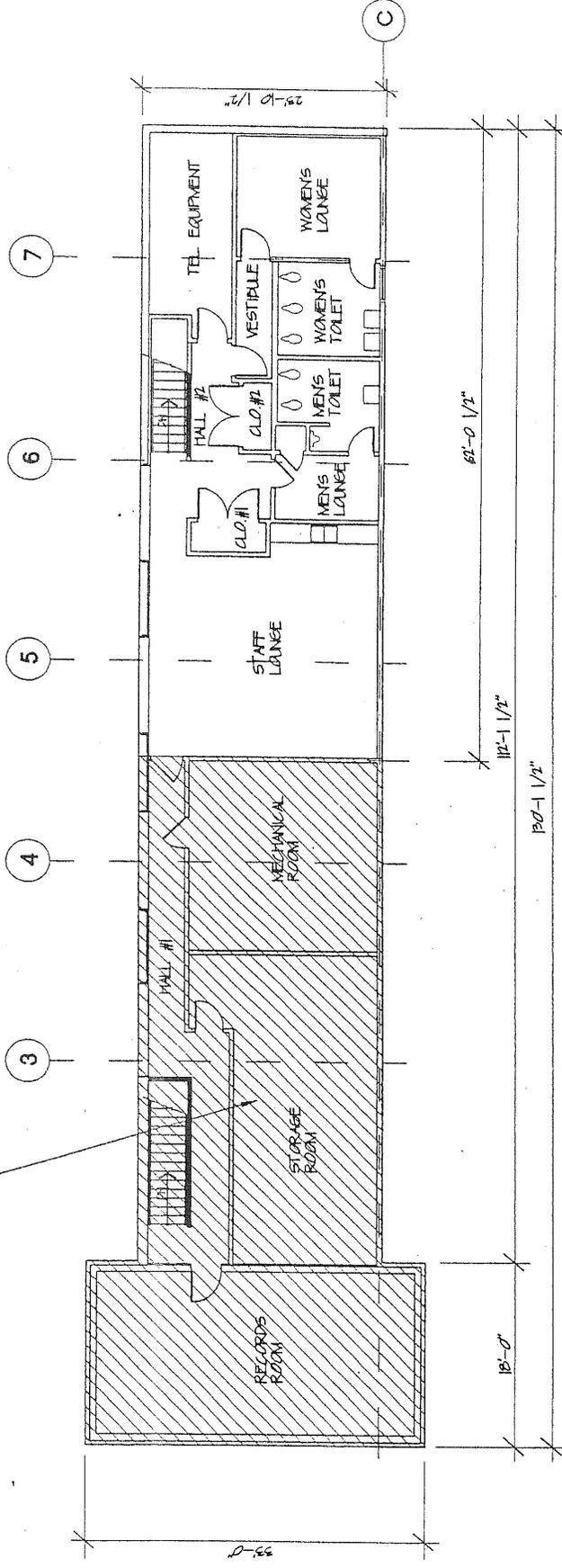
Prepared by:
ACNC
 ARCHITECTURAL CONSULTANTS
 255 N. Woodside Blvd., Ste. 202
 City of Industry, Ca. 91744
 Phone (626) 333-0338
 Fax (626) 338-2028





NOT TO SCALE

NOT INCLUDED



SECOND FLOOR PLAN
SCALE : NOT TO SCALE

CITY OF INDUSTRY

APPROVED BY: JOHN A. BALUS, P.E. 3/3/11, CITY ENGINEER DATE

FIRE PREVENTION OFFICE BLDG
15660 E. STAFFORD ST.
CITY OF INDUSTRY, CA 91744

Prepared by: **CNC**
255 N. Hacienda Blvd., Ste. 222
City of Industry, Ca. 91744
Phone: (909) 335-7020
Fax: (909) 335-7028
ENGINEERING CIVIL ENGINEERING SURVEYING

EDUARDO B. PEREIRA, P.E. 49556
RAMI BY: R.B.



EXHIBIT "B"

General Rules

1. Tenant shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other Tenants or the persons having business with the Building.
4. Tenant shall not keep animals or birds within the Building, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not alter any lock or install new or additional locks or bolts.
7. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or Building.
9. Tenant shall not suffer or permit any thing in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Building.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Building arising from any such activity.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by the Landlord.
12. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

13. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by the Tenant.
15. No Tenant, employee or invitee shall go upon the roof of the Building.
16. Tenant shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.
17. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.
18. Tenant shall not install, maintain or operate any vending machines upon the Premises without Landlord's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
21. Tenant reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
22. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building and its occupants. Tenant agrees to abide by these and such rules and regulations.

Parking Rules

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Sized Vehicles are herein referred to as "Oversized Vehicles."
2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

3. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking.
4. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
5. Validation, if established, will be permissible only by such method or methods as Landlord and/or its license may establish at rates generally applicable to visitor parking.
6. The maintenance, washing, waxing, or cleaning of vehicles in the parking structure or Common Area is prohibited.
7. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
8. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
9. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

RESOLUTION NO. 229

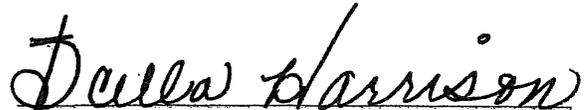
A RESOLUTION OF THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO THE UNITED STATES POSTAL SERVICE

WHEREAS, after notice duly given, the Industry Urban-Development Agency has held a public hearing on the lease of certain real property located at 15559 Rausch Road in the City of Industry, California.

NOW, THEREFORE, THE INDUSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Agency hereby approves the lease attached hereto as Exhibit "A" and authorizes and directs the Chairman and Secretary to execute same.

PASSED, APPROVED and ADOPTED this 24th day of April, 1979.


CHAIRMAN

ATTEST:



U.S. POSTAL SERVICE

LEASE

MAIN OFFICE, STATION, BRANCH, ETC.

CITY, COUNTY, STATE AND ZIP CODE

City of Industry Branch

La Puente, Los Angeles, CA 91744

1. This LEASE, made and entered into this _____ day of _____, 19____ by
and between Industry Urban Development Agency

whose address is 15660 E. Stafford Street
City of Industry, CA 91744

hereinafter called the Lessor,

for Lessor and Lessor's heirs, executors, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Postal Service the following described premises, viz.:

A two story masonry building located at 15559 Rausch Road, La Puente, California 91744, providing approximately 3,030 square feet of net interior, and use of approximately 4,616 square feet of parking and maneuvering area.

Legal Description - See Page 1-A and 2-A
Plat Map attached as Page 1-B

3. TO HAVE AND TO HOLD the said premises with their appurtenances for:

THE TERM BEGINNING	AND ENDING WITH	TOTAL NUMBER OF YEARS TEN (10)
--------------------	-----------------	-----------------------------------

4. The Postal Service shall pay the lessor an annual rental of:
SEVENTEEN THOUSAND ONE HUNDRED EIGHTY FOUR 00/00 _____ Dollars. \$ 17,184.00-
payable in equal installments at the end of each calendar month. Rent for part of month shall be prorated.

5. This lease may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)	NO. YEARS	AT (PER ANNUAL RENTAL)
(a) 5	25,776.00	(c) --	-----	(e) --	-----
(b) --	-----	(d) --	-----	(f) --	-----

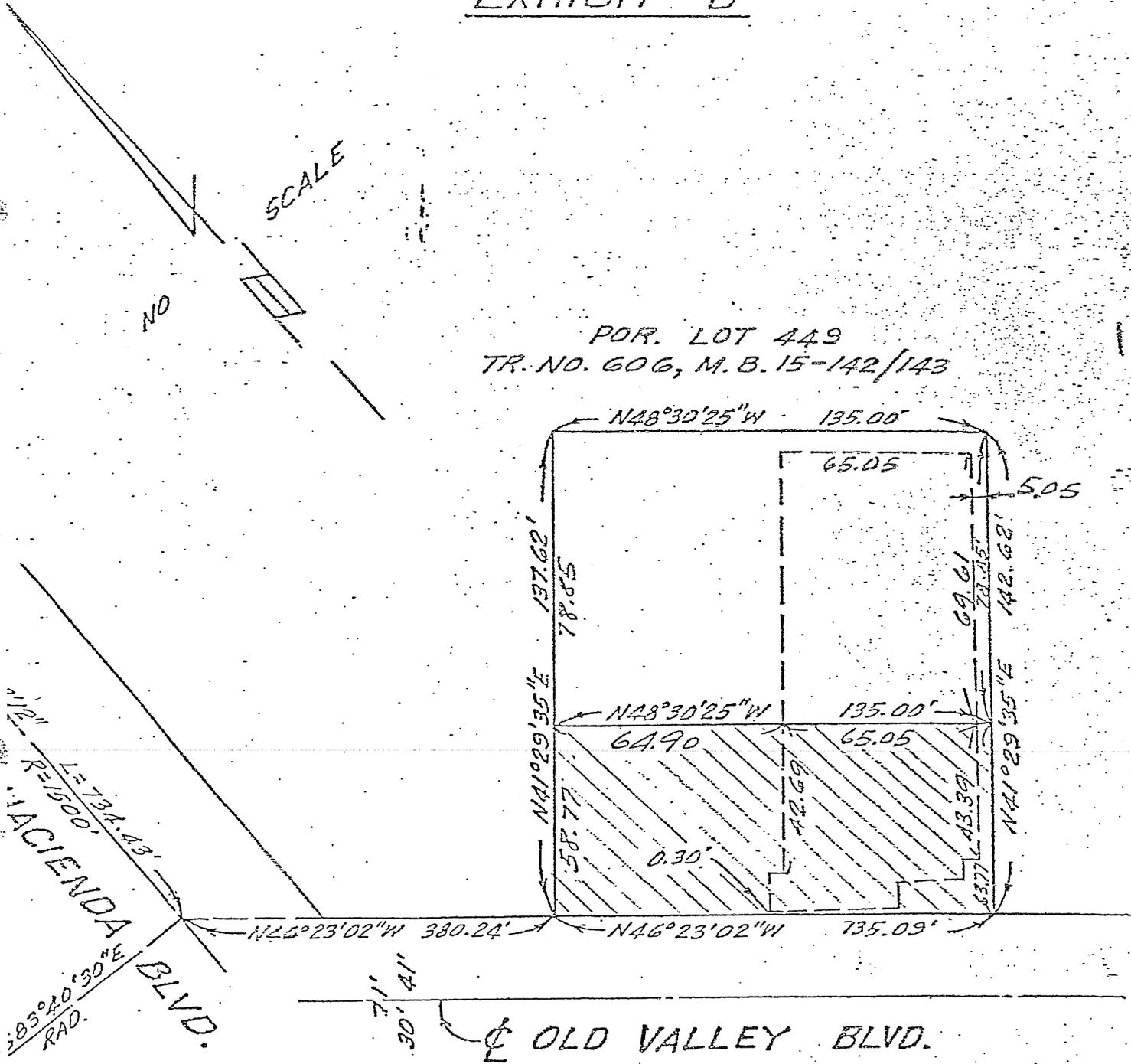
provided notice be given in writing to the Lessor at least 0 days before the end of the original lease term or any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term unless stated otherwise herein.

LEGAL DESCRIPTION - FOR LEASE PURPOSES

THAT PORTION OF LOT 449 OF TRACT NO. 606 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 15, PAGES 142 AND 143 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "NORTH 21° 59' 00" WEST 422.32 FEET", AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED FEBRUARY 27, 1957, IN BOOK 53765, PAGE 214, OF OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN COURSE BEING THE CENTERLINE OF HACIENDA BOULEVARD 100.00 FEET WIDE, AND HAVING, FOR THE PURPOSE OF THIS DESCRIPTION, A BEARING OF NORTH 21° 43' 42" WEST; THENCE ALONG SAID CENTERLINE SOUTH 21° 43' 42" EAST 151.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 03' 12" AN ARC DISTANCE OF 734.43 FEET TO ITS INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANT 71.00 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF LOT 450 OF SAID TRACT NO. 606; THENCE ALONG SAID PARALLEL LINE SOUTH 46° 23' 02" EAST 380.24 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 41° 29' 35" EAST 137.62 FEET;

EXHIBIT "B"



POR. LOT 449
TR. NO. 606, M. B. 15-142/143

ACIENDA BLVD.
R=1500'
L=734.43'
RAD.
 $85^{\circ}20'39''E$

OLD VALLEY BLVD.

NOTE:
THIS IS NOT A SURVEY

THENCE SOUTH $48^{\circ} 30' 25''$ EAST 135.00 FEET; THENCE SOUTH
 $41^{\circ} 29' 35''$ WEST 142.62 FEET TO SAID PARALLEL LINE; THENCE
ALONG SAID PARALLEL LINE NORTH $46^{\circ} 23' 02''$ WEST 135.09 FEET
TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHEASTERLY 78.85 FEET.

6. The Lessor shall furnish to the Postal Service under the terms of this lease, as part of the rental consideration, the following:

(a) Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during continuance of the lease.

(b) Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed.

(c) Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.

(d) Lessor shall furnish and pay for water, sewer, electricity and gas service.

7. The Lessor shall at his expense record this lease in the proper recording office.

8. The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

9. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. Prior to expiration or termination of this lease the Postal Service shall, if required by the Lessor by notice in writing sixty days in advance of such expiration or termination, restore the premises to as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted.

10. (a) ~~This lease may~~ be terminated upon ninety days' notice in writing to the Lessor whenever the Postal Service shall decide to move the office into a ~~building~~ owned by the Postal Service.

(b) ~~This lease may~~ be terminated upon ninety days' notice in writing to the Lessor whenever, in the judgment of the Postal Service, the growth of the ~~service~~ at the office renders additional room necessary and the Lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Postal Service.

11. (a) The Lessor shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the Lessor under this lease, in good repair and tenantable condition. He shall repaint the interior (including but not limited to the walls and ceilings) at least once every 5 years (unless the 5-year period is specifically extended in writing by the Contracting Officer) and at any other time that painting may become necessary as a result of fire or other casualty. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairmen, for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), who may be called by the Postal Service in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.

(b) If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the use for which leased.

(c) When the need arises for maintenance or repair or for restoration to a condition suitable for the purpose for which leased, the Postal Service shall (except in emergencies) give the Lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the monies due or to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this lease, or, at the sole discretion of the Postal Service in the case of work required pursuant to paragraph (b), cancel the lease. In addition, for any period the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable to the Postal Service by reason of such condition. Unfitness for use does not include unsuitability arising from such causes as design, size or location of the building or other portion of the leased premises.

12. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease before the general benefit of such corporation or company.

13. (The following clause is applicable when the leased space is in a building occupied by tenants or concessionaires in addition to the Postal Service and if the total rental under this lease exceeds \$10,000 per year, or, at the sole election of the Postal Service, if the total rental under this lease combined with the total rental under all other Federal Government leases of spaces in the building which the space covered by this lease is located exceeds \$10,000 per year.)

(a) As used in this clause, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.

(c) It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs incurred by the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

(d) The Lessor agrees to include or to require the inclusion of, the foregoing provisions of this clause (with the terms "Lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

14. (The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet.)

(a) All mechanics and laborers employed in construction, modification, alteration, repair, painting, decoration, or other improvement of the building or space covered by this agreement, or improvement at the site of the building or facility covered by this agreement (other than maintenance work necessary to keep the building or space in such condition that it may be continuously used at an established capacity and efficiency for its intended purpose), shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions are permitted by the Copeland Regulations (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than the aggregate of the basic hourly rates and the rates of payments, contributions, or costs for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached for any fringe benefits contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor or subcontractor and such laborers and mechanics. A copy of such wage determination decision shall be kept posted by the Lessor at the site of the work in a prominent place where it can be easily seen by the workers.

(b) The Lessor may discharge his obligation under this clause to workers in any classification for which the wage determination decision contains:

(1) Only a basic hourly rate of pay, by making payment at not less than such basic hourly rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(2) Both a basic hourly rate of pay and fringe benefits payments, by making payment in cash, by irrevocably making contributions pursuant to a fund, plan, or program for, and/or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by any combination thereof. Contributions made, or costs assumed, on other than a weekly basis shall be considered as having been constructively made or assumed during a weekly period to the extent that they apply to such period. Where a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, he shall furnish information with his payrolls showing how he determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage determination fringe benefit. In any case where the Lessor provides a fringe benefit different from any contained in the wage determination, he shall similarly show how he arrived at the hourly rate shown therefor. In the event of disagreement between or among the interested parties as to an equivalent of any fringe benefit, the Contracting Officer shall submit the question, together with his recommendation to the Secretary of Labor for final determination.

(c) The assumption of an enforceable commitment to bear the cost of fringe benefits, or the provision of any fringe benefits not expressly listed in section (b) (2) of 40 U.S.C. 276a or in the wage determination decision forming a part of the contract, may be considered as payment of wages only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets, in a separate account, to meet his obligations under any unfunded plan or program.

(d) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination decision and which is to be employed under the contract shall be classified or reclassified conformably to the wage determination decision, and shall report the action taken to the Secretary of Labor. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Contracting Officer shall submit the question, together with his recommendation, to the Secretary of Labor for final determination.

(e) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the aforesaid Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall be not greater than the ratio permitted to the Lessor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Lessor shall furnish written evidence of the registration of his program and apprentices as well as of the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the work.

(f) The Lessor shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of three years thereafter for all laborers and mechanics employed in the work covered by this clause. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor as provided in paragraph (c) of this clause, he shall maintain records which show the commitment, its approval, written communication of the plan or program to the laborers or mechanics affected, and the costs anticipated or incurred under the plan or program.

(g) The Lessor shall submit weekly a copy of all payrolls to the Contracting Officer. The Lessor shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work he performed. Submission of the "Weekly Statement of Compliance" required under this Agreement shall satisfy the requirement for submission of the above statement. The Lessor shall submit also a copy of any approval by the Secretary of Labor with respect to fringe benefits which is required by paragraph (c) of this clause.

(h) The Lessor shall make the records required under this clause available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and shall permit such representative to interview employees during working hours on the job.

(i) The Lessor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3) which are incorporated herein by reference.

(j) The Contracting Officer may withhold or cause to be withheld from the Lessor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Lessor or any subcontractor on the work the full amount of wages required by the contract.

(k) If the Lessor or any subcontractor fails to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Lessor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

15. Overtime

(a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

16. Health and Safety Standards

(a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

17. Subcontract Provisions

The Lessor agrees to insert Clauses 14, 15, 16 and 17 of this Agreement in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

18. Assignment of Claims

(a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing.

(b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal Service.

19. If the premises are mortgaged prior to or during the term of this lease, including any renewal option periods, the Lessor shall so inform the Contracting Officer and shall, upon request, furnish a mortgage subordination agreement on PS Form 7450.

20. The following paragraphs were deleted before execution:

Paragraphs 10.(a) and 10.(b).

21. The following paragraphs were added before execution:

None

22. The following documents are incorporated in and made a part of this Lease:

None

It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by _____ and accepted by the Postal Service on _____, 19____, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto signed and sealed these presents as of the date first written above.

SEAL

Industry Urban Development Agency

(Company, Corporate or Partnership Name)

A Body Corporate and Politic

(A _____ Corporation)
(State)

By _____

Its _____
(Title)

By _____

Its _____
(Title)

WITNESSES:

WITNESSES:

THE UNITED STATES POSTAL SERVICE

By _____

Title _____
Contracting Officer

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF _____ }
COUNTY OF _____ } ss:

Personally appeared before me, a notary public in and for the County and State aforesaid, _____

and _____ who _____ known to me to be the
_____ and _____ of the _____

_____ and

to be the same person who executed the foregoing lease, who depose and say that he know the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that he signed _____ name thereto, by authority of the said corporation, for the purposes set forth, and as _____ own free and voluntary act.
(his) (her)

Done at _____, in the County and State aforesaid, this _____
day of _____, 19 _____

[NOTARIAL
SEAL]

Notary Public.

My commission expires _____

NOTE.—If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

SUMMARY OF THE COST TO THE INDUSTRY URBAN DEVELOPMENT
 AGENCY OF THAT CERTAIN LEASE AGREEMENT BETWEEN THE AGENCY AND
 THE UNITED STATES POSTAL SERVICE.

1. Acquisition Costs:

Land and Improvements \$553,873.53

Portion Attributable to
 United States Post Office 166,162.05

2. Plans and Specifications Cost
 (Improvements to the building
 were funded by C.R.I.A.):

Total Building 72,002.82

Portion Attributable to
 United States Post Office 21,600.85

3. Interest cost on bonds issued
 to finance acquisition at 7.3%:

Total Building 606,491.52

Portion Attributable to
 United States Post Office 181,947.44

4. Estimated "Fair Rental Value" of that portion of the
 building to be leased determined by the highest use
 permitted under the Plan would be approximately
 seventy-five cents (\$0.75) per square foot per month.
 For the first ten years of the lease, the United
 States Post Office will pay approximately forty-
 eight cents (\$0.48) per square foot per month.

5. Detailed breakdown of lease
 payments over term of lease:

<u>Term</u>	<u>Lease Payments</u>
Years 1-10 at 17,184.00/year	\$171,840.00
Years 11-15 at 25,776.00/year	<u>128,880.00</u>
(Total)	\$300,720.00

6. An explanation of the reasons for the difference be-
 tween the estimated value of the interest to be leased
 determined at the highest use permitted under the plan
 and the lease payment which the United States Post
 Office will be required to make during the term of the
 lease is as follows:

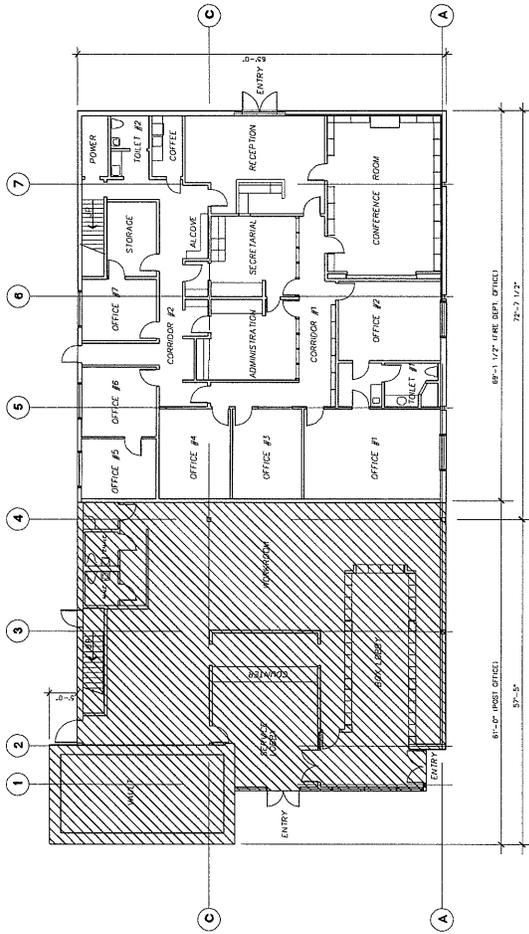
The renovation of the former Bank of America Building for governmental activities has been well documented in the Plan of Development for the City of Industry Civic-Financial Center Report. The Plan of Development pointed out, by way of schematic plans, that the former Bank of America Building would be an ideal location for the United States Post Office. It was also pointed out that the existing Post Office suffers from inadequate access, lack of public visibility and identification as part of the Civic-Financial Center.

New facilities for the new Post Office have been provided in the southern portion of the former Bank of America Building, sharing mechanical and electrical systems with the Industry Urban-Development Agency which has recently occupied the northern portion of the building.

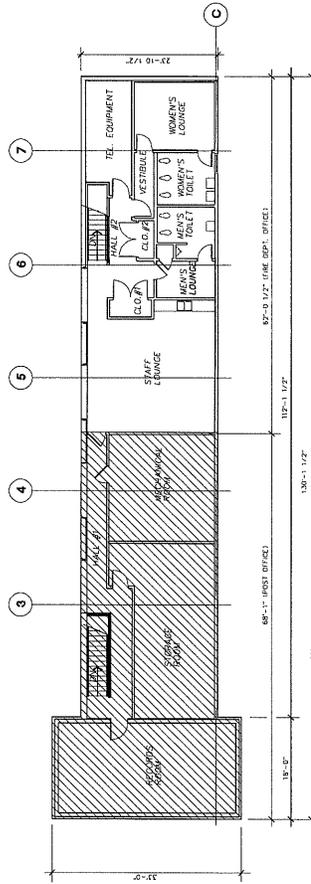
As part of the City of Industry's ongoing redevelopment activities and the desire by the City to maintain a postal sub-station in the Civic-Financial Center, funds were allocated for the construction of new facilities for the Postal Service.

The United States Post Office Service facilities in the Civic-Financial Center will be of mutual benefit for the residents of the City as well as those companies, businesses and individuals who engage in business in the City of Industry.

By establishing Postal facilities in an existing vacated building which has now been renovated, the City is taking advantage of existing resources while providing new and efficient facilities for the Post Office.



FIRST FLOOR PLAN
NOT TO SCALE



SECOND FLOOR PLAN
NOT TO SCALE

LOCATION	FIRST FLOOR AREA	SECOND FLOOR AREA
FIRE DEPARTMENT OFFICE	4,483 S.F.	1,488 S.F.
POST OFFICE	3,632 S.F.	1,787 S.F.
TOTAL AREA	8,125 S.F.	3,275 S.F.

CITY OF INDUSTRY

Approved by:
CNC
CITY OF INDUSTRY
251 N. Industrial Blvd., Ste. 222
Industrious, CA 95626
Phone (916) 333-1334
Fax (916) 333-1334

15660 E. STAFFORD STREET

**FIRE DEPARTMENT OFFICE
AND POST OFFICE BUILDING**

SCALE IS APPROXIMATE - FIELD MEASURE REQUIRED

DESIGN BY: S.C. DRAWN BY: R.B.T.

CHECKED BY: C.E.P. DATE: JANUARY 2016
JOB NO.: MP 00-41 SH. 1 OF 1