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La Mesa City Clerk

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WHEN RECORDED RETURN TO:  
Megan Wiegelman, CMC,  
City Clerk City of La Mesa  
P.O. Box 937  
La Mesa, CA 91944-0937

This Space for Recorder's Use Only

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LEASE AGREEMENT  
BETWEEN THE CITY OF LA MESA AND  
LA MESA COMMUNITY WELFARE ASSOCIATION, INC.  
FOR PREMISES LOCATED AT 8340 LEMON AVENUE

This Agreement is entered into by the City of La Mesa as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of La Mesa, a California municipal corporation, hereinafter referred to as the "City", and La Mesa; Community Welfare Association, Inc., a California nonprofit public benefit corporation, hereinafter referred to as "Lessee" according to the terms and conditions contained herein, hereinafter referred to as this "Lease Agreement."

RECITALS:

- A. City is the fee owner of that real property situated in the City located at 8340 Lemon Avenue, La Mesa, California (the "Premises").
- B. Lessee desires to occupy a portion of the Premises as described in Exhibit "A" attached hereto for the purpose of operating and maintaining a facility thereon, under the terms and conditions set forth in this Lease Agreement (the "Leasehold Area").
- C. References in this Lease Agreement to "City Manager" mean the City Manager of the City or his or her authorized representative.

1. LEASE AGREEMENT:

City does hereby lease to Lessee, and Lessee hereby leases from City the Leasehold Area, on the terms and conditions set forth in this Lease Agreement.

2. TERM

The term of this Lease Agreement shall be for five (5) years beginning on June 1, 2023 unless sooner terminated pursuant to the terms contained herein or applicable law.

3. RENT:

Rent shall be \$25,000.00 (twenty-five thousand) paid on June 1, 2023 and paid on June 1 of each year during the term of their Lease Agreement.

4. USE:

The Leasehold Area shall be leased to Lessee for actual business related to Lessee's charitable purposes, to wit: emergency family assistance, youth activities and character-building projects, senior citizen assistance, holiday giving, and financial support of community projects. Lessee shall not use or permit the Leasehold Area, or any part thereof, to be used for any other purpose other than the purpose as expressly set forth in this Lease Agreement.

Representations and Warranties. City represents and warrants to Lessee that each of the following statements is true and correct and not subject to qualification.

- a) Title. City holds fee title to the Leasehold Area and City's title is not subject to any exceptions, liens, encumbrances, restrictions, or third-party rights.
- b) Governmental Violations. To the best of City's knowledge, the Leasehold Area is not in violation of any law, ordinance, decree or governmental regulation.
- c) Litigation. To the best of City's knowledge, the Leasehold Area is not subject to any existing or threatened litigation.
- d) Governmental Action. To the best of City's knowledge, with respect to the Leasehold Area, there are no existing or threatened governmental proceedings in eminent domain, for rezoning, to widen or realign streets, or to impose any assessment districts.
- e) Other Agreements. With respect to the Leasehold Area, there are no Lease Agreements, sublease agreements, licenses, occupancies or agreements with other parties that affect the Leasehold Area.
- f) Encroachments. To the best of City's knowledge, there are no improvements on the Leasehold Area which encroach on any adjoining property and no improvements on any adjoining property which encroach on the Leasehold Area.
- g) Authority. City has full authority, without necessity of any further acts or approvals, to enter into this Lease Agreement and to perform its obligations hereunder.

5. SUPERVISION AND SAFETY:

The Leasehold Area shall be supervised during all hours of operation by staff and/or volunteers hired and trained by Lessee. Lessee shall establish adequate and resumable rules and procedures to insure the safety of all participants and visitors on the Leasehold Area.

6. UTILITIES:

Lessee shall pay before delinquency, all charges for water, gas, electricity, refuse disposal, telephone, and all other similar charges and utility charges that may regarding the Leasehold Area during the term of this Lease Agreement.

7. TAXES:

Lessee shall pay before delinquency all taxes and assessments levied by any governmental agency having jurisdiction to so tax and/or assess upon the Leasehold Area by reason of this Lease Agreement.

8. TERMINATION BY BANKRUPTCY:

If Lessee is adjudicated bankrupt, or makes or attempts to make any assignment for the benefit of creditors, or any rights pertaining to this Lease Agreement to any person, firm, association or corporation, by operation of law or otherwise, without the written consent of City, City may immediately terminate this Lease Agreement upon written notice and reenter and take possession of the Leasehold Area.

9. WAIVER OR CHANGE OF LEASE AGREEMENT:

Any waiver by City of any breach of any one or more of the terms, covenants, or conditions of this Lease Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Lease Agreement, nor shall the failure of City to require or exact full and complete compliance with any of the terms, covenants or conditions of this Lease Agreement be construed as changing the terms hereof, or stop City from enforcing the full provisions hereof. Nor shall the term of this Lease Agreement be changed or altered in any way whatsoever other than by written agreement between City and Lessee.

10. REPAIRS AND MAINTENANCE:

It shall be Lessee's sole responsibility to repair and maintain all Lessee's facilities and appurtenances in the Leasehold Area in a manner according to industry standards of maintaining all buildings and other improvements as well as maintain the Leasehold Area in a clean and well-maintained condition so as to return the Leasehold Area to City in good condition. Lessee shall maintain facilities in a manner consistent with similar facilities in San Diego County. Lessee shall not commit nor suffer to be committed any waste to the Leasehold Area and shall keep the Leasehold Area free from rodents, roaches and other pests which may damage the premises and

various improvements located upon the Leasehold Area. Lessee shall obtain City's written authorization and all required permits for appropriate handling of chemical applications to the Leasehold Area. City agrees that Lessee may, during the term of this Lease Agreement, or any extension hereunder, alter or repair or improve the facilities provided the construction specifications therefore shall be presented and approved in writing by City before any work is commenced. Other than emergency repairs, all repairs shall be approved by City Manager prior to commencement of any repair work. Emergency repairs means repairs imminently necessary to preserve health and safety. City shall furnish to Lessee upon Lessee's request engineering data currently available in the City Engineer's office as to the location of City underground structures and facilities. Lessee agrees to repair or replace at Lessee's expense any underground structure or facility damaged or destroyed by Lessee during the term of this Lease Agreement.

**11. IMPROVEMENTS TO EXISTING PROPERTY:**

Design plans for additional improvements to the Leasehold Area proposed by Lessee subsequent to execution of this Lease Agreement must be prepared by a licensed architect or landscape architect. Lessee shall submit plans for written approval by the City Manager or his or her designee prior to beginning any improvements. Lessee shall secure all required permits for improvements prior to beginning any improvements. All construction activities shall be performed by a contractor licensed by the State of California. Contractors shall possess a current City business license.

**12. FIXTURES AND IMPROVEMENTS:**

Lessee shall take the Leasehold Area "as is" and assumed any and all risk associated with its intended use. Lessee agrees that all improvements and fixtures added to the Lease Area following the execution of this Lease Agreement shall become the property of City upon termination of this Lease Agreement. Upon termination of this Lease Agreement, if Lessee is not in default of the Lease Agreement, Lessee may remove trade fixtures installed by Lessee at Lessee's sole expense, provided such removal can be accomplished without damaging the appurtenances or the buildings and other improvements, which shall be at the sole and exclusive discretion of the City.

**13. INDEMNIFICATION AND RELEASE:**

To the furthest extent allowed by law, Lessee shall indemnify, hold harmless and defend City and its officers, elected officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury or death and property damage, including damage by fire or other casualty) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Lessee's: (i) occupancy, maintenance and/or use of the Leasehold Area; or (ii) performance of, or failure to perform pursuant to this Lease Agreement. Lessee's obligations under the preceding sentence shall apply to any negligence of

City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City or its officers, elected officials, employees, agents or volunteers.

Lessee's occupancy, maintenance and use of the Leasehold Area shall be at Lessee's sole risk and expense. Lessee accepts all risk relating to Lessee's: (i) occupancy, maintenance and/or use of the Leasehold Area; and (ii) the performance of, or failure to perform, this Lease Agreement. City shall not be liable to Lessee or Lessee's insurer(s) for, and Lessee and its insurer(s) hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Leasehold Area in any way related to the Lessee's operations and activities. Lessee shall immediately notify City of any occurrence on the Leasehold Area resulting in injury or death to any person or damage to property of any person.

The section shall survive termination or expiration of this Agreement.

#### 14. INSURANCE REQUIREMENTS:

During the tenancy, Lessee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion . The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:
  - \$2,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$4,000,000 aggregate for products and completed operations
  - \$4,000,000 general aggregate
- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

- (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
- (v) PROPERTY insurance against all risks of loss to any tenant improvements or betterments and tenant's business and personal property, at full replacement costs with no coinsurance penalty provision.

In the event Lessee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Lessee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Lessee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved in writing by, the City Manager or his/her designee in his/her sole discretion. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Lessee shall provide a written financial guarantee, satisfactory to the City Manager or his/her designee in his/her sole and exclusive discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Lessee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Lessee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name City, its officers, elected officials, employees, agents and volunteers as an additional insured. All such policies of insurance shall be endorsed so Lessee's insurance shall be primary and no contribution shall be required of City, its officers, elected officials, employees, agents or volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, elected officials, employees, agents and volunteers. The Leasehold Area insurance policy shall name the City as a loss payee. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, elected officials, employees, agents and volunteers. Should Lessee maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Lessee and its insurers shall waive all rights of contribution, recovery and subrogation against City, its officers, elected officials, employees and agents on account of any injury, death or property damage to any person, including any injury or death to the Lessee, its principles, officers, employees, agents, contractors, subcontractors, consultants, sub-consultants, invitees, or Lessee's property or the property of others under Lessee's care, custody and control. Lessee shall give notice to its insurers that this waiver of subrogation is contained in this Lease Agreement. This requirement shall survive expiration or termination of this Lease Agreement.

Lessee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee in his/her sole discretion prior to City's execution of the Agreement and before work commences.** Upon request of City, Lessee shall immediately furnish City with a complete copy of any insurance policy required under this Lease Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of the Lease Agreement or any extension, Lessee or any of its contractors, subcontractors, consultants or sub-consultants fail to maintain any required insurance in full force and effect, all work under the Lease Agreement shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate the Lease Agreement. No action taken by City hereunder shall in any way relieve Lessee of its responsibilities under the Lease Agreement.

The fact that insurance is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of the Lease Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Lessee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of, its principals, officers, agents, employees, persons under the supervision of Lessee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

#### 15. SPECIAL FORM PROPERTY INSURANCE:

Lessee shall, without cost to City at all times during the Lease Agreement, keep all buildings in or appurtenant to the Leasehold Area, including all alterations, additions and improvements to said buildings, insured against loss or damage through a Special Form policy, on a replacement cost basis, with such companies as Lessee may select, with the approval of City, for the full replacement value thereof.

- a) Should said buildings be damaged from any cause whatsoever and (i) the cause thereof be insured against by said Special Form Policy ("the Insurability Condition") and (ii) the damaged buildings can be restored (to the same general condition in which they existed immediately prior to said cause) then, in such events, Lessee shall with reasonable diligence (after receipt by Lessee of said net proceeds) restore said damaged building within two years and this Lease Agreement shall remain in full force and effect.
- b) If either the Insurability Condition is not satisfied (as, for example, if damage is caused by flood or earthquake) and/or the Reparability Conditions not satisfied (as, for example, if the bona fide restoration cost estimate exceeds the net insurance proceeds) Lessee may elect not to restore or repair damage, in which event Subparagraph (c) below shall apply.
- c) In the event that Lessee shall not elect to cause said buildings to be repaired or restored, Lessee shall give written notice thereof unto City; said notice shall set forth the amount of the insurance proceeds, if any, received, the bonafide opinion of Lessee as to the approximate cost of repair or restoration of said Leasehold Area, and opinion as to the period of time required therefore.

City shall have thirty (30) days after receipt of said notice within which to elect to pay the difference between said insurance net proceeds and the cost of the repairing or restoring of said buildings. If City shall elect so to do, it shall, within said period of time, serve written notice upon Lessee, and this Lease Agreement shall remain in full force and effect, and Lessee shall with reasonable diligence commence the repair and restoration of said buildings, and City shall, upon demand of Lessee, pay Lessee that portion of the cost thereof in excess of the aforesaid net proceeds of said insurance; said sum to be paid by City unto Lessee concurrently with the incurring by Lessee of any obligation or liability therefore. The minimum rental during the repair and restoration shall be reduced and determined by the foregoing paragraph provided. In the event, however, that City shall not elect to pay the excess cost (in excess of the insurance proceeds) for the repair or restoration of said building, then and in that event, upon the expiration of the said period within which City shall have right to elect so to do, Lessee shall at its option either surrender said net insurance proceeds to City, and in consideration therefore Lessee shall be under no duty to repair or restore said building, or Lessee shall apply said net insurance proceeds to the construction of a new building or buildings, said buildings to approximate the style, size and purpose of the destroyed buildings insofar as is practicable within the cost limitations as determined by the amount of the net insurance proceeds.



16. TIME OF THE ESSENCE:

Time is of the essence of each and all of the terms and conditions of this Lease Agreement.

17. ENTRY AND INSPECTION:

City reserves, and shall always have the right to enter the Leasehold Area for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Leasehold Area or to inspect the operations conducted on the Leasehold Area. In the event that such entry or inspection by City discloses that said Leasehold Area is not in a safe, healthy and satisfactory condition, City shall have the right in its sole and exclusive discretion, after ten (10) days upon written notice to Lessee, to have any necessary maintenance work done for and at the expense of Lessee, and Lessee hereby agrees to pay promptly any and all costs incurred by City in having such necessary maintenance work done in order to keep the premises in a safe and healthy condition. The 10-day period to cure may be extended only upon the express written consent of City Manager which shall not be unreasonably withheld. The rights reserved in this and the following section shall not create any obligations on City or increase obligations elsewhere in this Lease Agreement imposed on City. City's exercise of the foregoing rights shall be conducted in a manner which does not interfere with Lessee's operations on the Leasehold Area.

18. RESERVATION FOR CITY USE:

City hereby reserves all rights, title and interest in any and all gas, oil minerals and water, upon or beneath the Leasehold Area. City shall have the right to enter the Leasehold Area for the purpose of making repairs to or developing the municipal services of City and City shall coordinate such repairs or development with Lessee to minimize impact on the Leasehold Area. City hereby reserves the right to grant and use such easements or establish and use such rights-of-way over, under, along and across the Leasehold Area for utilities, as it may deem advisable for the public good.

19. ASSIGNMENT:

Lessee shall not assign this Lease Agreement, or any interest therein, and shall not sublet the Leasehold Area or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents, officers and employees of City excepted) to occupy or use the Leasehold Area, except as consistent with the purpose of this Lease Agreement, without the prior written consent of City. A consent to one assignment, subletting, occupation or use by any other 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. This Lease Agreement shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of City Manager.

## 20. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expense, comply and secure compliance with all the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Leasehold Area, or the operation conducted thereon, and shall faithfully observe, and secure observance with, in the use of the Leasehold Area, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and shall pay before delinquency all taxes, assessments, and fees assessed or levied upon Lessee or the Leasehold Area by reason of any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by Lessee or by reason of the business or other activities of Lessee upon or in connection with the Leasehold Area. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against them or any of them, whether City be a party thereto or not, that Lessee, has violated any such ordinance or statute in the use of the Leasehold Area shall be conclusive of that fact as between City and Lessee.

Lessee must maintain a current City business license during the term or extended term or terms of the Lease Agreement.

## 20. EQUAL OPPORTUNITY

Lessee shall not discriminate against any employee, person or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, disability or national origin. Lessee shall take affirmative action to ensure that employees are treated without regard to their race, age, sexual orientation, marital status, color, religion, sex, disability or national origin. Such action shall include, without limitation the following: continued employment, upgrading, demotion or transfer and recruitment. Lessee agrees to post in a conspicuous place accessible to employees and applicants for employment, notices setting forth the contents of this section.

## 21. FORFEITURE AND REMEDIES:

If Lessee fails to faithfully perform or observe any covenant, condition or agreement herein contained on the part of Lessee to be performed, and if such default continue for a period of thirty (30) days after written notice thereof, or should the Leasehold Area be vacated or abandoned, then City, may at its option either (1) enter upon and repossess the Leasehold Area and terminate the Lease Agreement immediately and all rights of Lessee herein in and to the Leasehold Area; or (2) reenter the Leasehold Area and, as agent of Lessee, rent the same or any part thereof for the remainder of the unexpired term, applying such rentals first to the payment of such costs as City may have accrued in reentering, repossessing and reletting the Leasehold Area, including costs and attorney's fees, and the balance of the payment of the rent and the fulfillment of each of the covenants, conditions and agreements herein contained. Lessee agrees that such action on the part of City shall not release Lessee from any liability which would otherwise attach or accrue under the provisions of the Lease Agreement or for any losses, damage or liability which City may suffer during the remainder of the term of the Lease Agreement by reason of such breach, and the failure of Lessee to thereafter perform the covenants and conditions hereof, whether the Leasehold Area

remain vacant or be rented. In the event of any such breach of the Lease Agreement, City may pursue either of the foregoing remedies or pursue or seek any other remedy or enforce any right to which City may by law be entitled. The said 30-day period to cure may be extended only upon the express written consent of City Manager or his or her designee, which shall not be unreasonably withheld.

22. BENEFITS INURE TO SUCCESSORS:

Except as otherwise expressly provided, all agreements and provisions herein contained are binding upon and shall extend to and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

23. HOLDING OVER:

Any holding over after the expiration of said term for any cause shall be construed to be a month-to-month tenancy upon the same terms and conditions which have been in effect during the term and shall otherwise be upon the terms and conditions herein specified insofar as they are applicable. Such holding over shall include any time employed by Lessee in removing its fixtures and/or improvements.

24. SIGNS:

City agrees that Lessee may erect and maintain, at no expense to City, signs which identify the operations proposed herein upon the Leasehold Area. All signs shall be in accordance with applicable law and Lessee shall submit design plans to City for its written approval prior to placement, and obtain any required permits.

25. ROADWAY ACCESS AND PARKING:

City shall designate two (2) parking spaces within the adjacent parking lot for use by Lessee's volunteers as depicted in Exhibit A, which is hereby incorporated by reference. Additionally, the City shall provide, free of charge, eight (8) parking permits for use by Lessee's volunteers and customers.

26. HEIRS, SUCCESSORS AND ASSIGNS:

The Lease Agreement shall inure to the benefit and be binding upon all heirs, successors and assigns of the parties hereto.

27. CONTAINS ALL AGREEMENTS:

The Lease Agreement contains a complete expression of agreement between the parties hereto, and there are no premises, representations, agreements or warranties or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto.

28. NOTICES AND OTHER COMMUNICATIONS:

Under or in connection with the Lease Agreement or any other agreement between the parties concerning the Leasehold Area or the operations conducted thereon, notices and other communications may be served by depositing in the United States mail, postage prepaid, as follows:

City of La Mesa  
Attention: City Manager  
8130 Allison Avenue  
La Mesa, CA 91942

La Mesa Community Welfare Association, Inc.  
Attention: President  
8340 Lemon Avenue  
La Mesa, CA 91941

The parties may change the foregoing addresses by written notice of the change to the other parties.

29. TERMINATION OF LEASE AGREEMENT FOR CAUSE OR CONVENIENCE:

Either party may terminate the Lease Agreement immediately, upon tendering written notice to the breaching party, for cause, which shall be defined as a breach of any term or covenant of the Lease Agreement after compliance with the notice and opportunity to cure provisions contained in Section 21 of the Lease Agreement.

Either party may terminate the Lease Agreement for convenience without cause upon tendering six (6) months written notice to other party pursuant to notice provisions contained in Section 28 of this Lease Agreement.

30. REPLACES PRIOR AGREEMENTS:

This Lease Agreement replaces and supersedes all prior Agreements pertaining to the leasing of the Leasehold Area.

31. TIMELY APPROVAL:

No approval required hereby shall be unreasonably withheld or delayed.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

LESSEE:  
La Mesa Community Welfare Association, Inc.

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

By: \_\_\_\_\_

CITY OF LA MESA,  
A California Municipal Corporation

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

By: \_\_\_\_\_  
Mark Arapostathis, Mayor

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

Attest: \_\_\_\_\_  
Megan Wiegelman, City Clerk

APPROVED AS TO FORM

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

\_\_\_\_\_  
Glenn Sabine, City Attorney

Attachment: Exhibit A – Diagram of Leasehold Area