

RESOLUTION NO. OB 2013-03

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF EAST PALO ALTO, APPROVING THE THREE YEAR EXTENSION OF THE RAVENSWOOD FAMILY HEALTH CENTER LEASE FOR PARCEL APN: 063-231-250

WHEREAS, the Redevelopment Agency (RDA) of the City of East Palo Alto entered into a 5-year lease agreement with RFHC on May 8, 2001, to operate a health clinic and upon expiration of the Original Lease the RDA and the RHFC subsequently entered into a new 5 year lease agreement effective April 18, 2006 which lease agreement was assumed by the City when the City acquired title to the Site, pursuant to a Property Conveyance Agreement dated March 22, 2011 between the former Redevelopment Agency of the City of East Palo Alto (RDA) and the City of East Palo Alto; and

WHEREAS, on April 18, 2011, the City of East Palo Alto entered into a ground lease for parcel APN: 063-231-250 (the Site) with the South County Community Health Center, Inc., doing business as the Ravenswood Family Health Center (RFHC); and by statutory authority and operation of law, the property is now considered to be owned by the Successor Agency.

WHEREAS, the RFHC provided comprehensive medical, dental, behavioral health and wellness services to 7,776 residents of East Palo Alto in 2012, practically all constituents of taxing entities represented by members of the Oversight Board and desires to continue to perform such services while a new facility is being constructed at another location; and

WHEREAS, the Oversight Board (OSB) believes that extending this Ground Lease for three additional years to keep health services available is in the vital and best interests of the health, safety, morals and welfare of City residents as well as all constituents of the taxing entities represented by the OSB;

NOW, THEREFORE, BE IT RESOLVED that the OSB hereby approves the SA three year extension of the RFHC lease, attached as Exhibit A.

ADOPTED on April 18, 2013 by the Members of the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of East Palo Alto by the following vote:

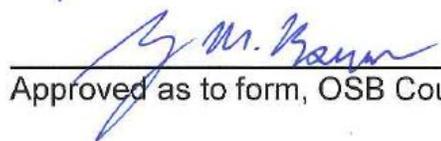
AYES: *Farrales, Schapelhouman, Curtis, Chow, Jellins, Doughty*
NOES:
ABSENT: *Abrica, Braucht*
ABSTAIN:



Oversight Board Secretary



Chair



Approved as to form, OSB Counsel

**“EXHIBIT A”
RFHC DRAFT LEASE EXTENSION**

FREE RECORDING REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383

When Recorded Return to:

City of East Palo Alto
2415 University Avenue
East Palo Alto, California 94303
Attn: City Manager

GROUND LEASE

Dated: April 18, 2013 – April 17, 2016

By and Between the
Successor Agency of the City of East Palo Alto

and

South County Community Health Center, Inc.
a California nonprofit public benefit corporation
dba Ravenswood Family Health Center (RFHC)

GROUND LEASE

This Ground Lease, entered into as of April 18, 2013, by and between the SUCCESSOR AGENCY OF THE CITY OF EAST PALO ALTO, an entity created by statute and operation of law (the "Agency") as Landlord, and South County Community Health Center, Inc., a California nonprofit public benefit corporation (the "Lessee"), as Tenant under this Ground Lease.

RECITALS:

A. The City Council of the City of East Palo Alto adopted the Ravenswood Industrial Area Redevelopment Plan pursuant to Ordinance No. 121 adopted on July 16, 1990.

B. The Redevelopment Agency ("RDA") was charged with implementation of the Redevelopment Plan and did so until it was eliminated in 2012 by the State Legislature.

C. The City was the owner of that certain property located in the Ravenswood Industrial Area Redevelopment Project Area more particularly described in Attachment 1 (the "Site"). The City acquired title to the Site from the RDA pursuant to that certain Property Conveyance Agreement dated March 22, 2011.

D. RDA and Lessee entered into a 5-year lease agreement May 8, 2001, whereby Lessee leased the site from the RDA and Lessee installed modular units and operate a health clinic and office space for non-profit organizations ("Original Lease"). Upon expiration of the Original Lease the RDA and the Lessee subsequently entered into a new 5 year lease agreement effective April 18, 2006 which lease agreement was assumed by the City when the City acquired the Site. However, by statutory authority and operation of law, the property is now considered to be owned by the Successor Agency.

E. Lessee has fulfilled its obligations under the lease agreement and desires to continue leasing Site in order to maintain its service as a public health clinic serving the residents of East Palo Alto and the surrounding area while it constructs a new clinic on property located at 1885/1891 Bay Road and 2519 Pulgas Avenue.

F. The Agency believes that renewing this Ground Lease to keep health services available while a new clinic is constructed is in the vital and best interests of the City of East Palo Alto, and the health, safety, morals and welfare of its residents.

G. The Agency, on the basis of the foregoing and the undertakings of the Lessee pursuant to this Ground Lease, is willing to continue leasing the Site to the Lessee.

NOW THEREFORE, in consideration of the mutual obligations of the parties hereto; the Agency hereby leases to Lessee, and Lessee leases from the Agency, the Site for the term and subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which the Agency and Lessee hereby mutually agree.

**ARTICLE 1.
DEFINITIONS**

Terms are defined where first used or in this Article 1.

(a) "Agency" means the Successor Agency of the City of East Palo Alto. The Agency's principal address is 2415 University Avenue, East Palo Alto, CA 94303.

(b) "Agreement Date" means the date that this Ground Lease is deemed to be entered into and effective, as set forth on the cover page.

(c) "City" means the City of East Palo Alto, a municipal corporation organized and operating under the constitution and laws of the State of California. The principal office of the City is located at 2415 University Avenue, East Palo Alto, California 94303.

(d) "Development" means the Site together with any Improvements thereon.

(e) "Ground Lease" means this Ground Lease of the Site to the Lessee from the Agency and shall include any and all amendments made to this Ground Lease.

(f) "Improvements" means all physical construction, including all structures, fixtures and other improvements constructed or placed on the Site by the Lessee. The Improvements include modular facilities and all personal property, walkways and ramps, children's playground, outside seating and any other structures on the Site.

(g) "Lease Year" means each calendar year during the term hereof, beginning on January 1 and ending on December 31, provided that the first Lease Year shall commence upon the Agreement Date and shall end on the next succeeding December 31, and the last Lease Year shall end upon the expiration of the term hereof.

(h) "Leasehold Estate" means the estate held by Lessee pursuant to and created by this Ground Lease.

(i) "Leasehold Mortgage" means any mortgage, deed of trust, trust indenture or other security instrument, including, without limitation, an assignment of the rent, issues and profits from the Site, or any portion thereof, which constitute a lien on the Leasehold Estate created by this Ground Lease.

(j) "Lender" means the owner and holder of a Leasehold Mortgage who has given the Agency notice thereof as required by Article 20.

(k) "Lessee" means the South County Community Health Center, Inc., a California nonprofit public benefit corporation, dba Ravenswood Family Health Center (RFHC). The principal office of Lessee is located at 1798A Bay Road, East Palo Alto, California 94303.

(l) "Site" means the real property designated as APN 063-231-250, East Palo Alto California, and more particularly described in the Site Legal Description, Attachment 1.

**ARTICLE 2.
TERM**

The term of this Ground Lease shall commence upon the Agreement Date (April 18, 2013 and shall end no later than three (3) years from that date (April 17, 2016). As soon as the new clinic at 1885/1891 Bay Road and 2519 Pulgas Avenue obtains a certificate of occupancy, the clinic shall relocate and the lease shall terminate.

**ARTICLE 3.
RENT**

Lessee shall pay Agency rent in the amount of One Dollar (\$1.00) per year for lease of the Site, which payment shall be due and payable in advance on the anniversary of the effective date of this Lease (i.e. prior to April 18th of each year).

**ARTICLE 4.
LESSEE COVENANTS**

Lessee covenants and agrees for itself, and its successors and assigns to or of the Development, or any part thereof, that:

Section 4.1 Nonprofit Corporation.

Lessee is a California nonprofit public benefit corporation and has full right, power and authority to enter into and perform its obligations under this Ground Lease.

Section 4.2 Use of Development.

During the term of this Ground Lease, Lessee and its successors and assigns shall comply with the following requirements:

(a) Compliance with Ground Lease. Devote the Development to, and only to and in accordance with, the uses specified in this Ground Lease, as specified in Article 6 hereof, which are the only uses permitted by this Ground Lease.

(b) Non-Discrimination. Not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, ancestry, national origin, sex, gender identity, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Development or the Improvements, or any part thereof, nor shall Lessee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of occupants, subtenants or vendees on the Development or Improvements, or any part thereof.

(c) Access for Disabled Persons. Comply with all applicable laws providing for access for persons with disabilities, including but not limited to, the requirements of the Americans with Disabilities Act.

**ARTICLE 5.
CONDITION OF DEVELOPMENT - "AS IS"**

Neither the Agency, nor any employee, agent or representative of the Agency has made any representation, warranty or covenant, expressed or implied, with respect to the Site, its physical condition, the condition of any improvements, any environmental laws or regulations, or any other matter, affecting the use, value, occupancy or enjoyment of the Site other than as set forth explicitly in this Ground Lease, and the Lessee understands and agrees that the Agency is making no such representation, warranty or covenant, expressed or implied; it being expressly understood that the Site is being leased in an "AS IS" condition with respect to all matters. The Agency makes no representations or warranties with regards to the suitability of the Site for the Lessee's intended uses or the Improvements.

**ARTICLE 6.
IMPROVEMENTS AND PERMITTED USES**

Section 6.1 Permitted Uses and Occupancy Restrictions.

The permitted uses of the Development are limited to health or health-related office uses for a public health clinic and other nonprofit office uses. The Lessee shall not construct or place on the Site more than 13,400 square feet of modular buildings.

Section 6.2 Permits and Approvals.

Lessee shall be responsible for obtaining all permits and approvals necessary for the construction of the Improvements and the operation of Improvements. Agency's execution of this Ground Lease shall in no way be construed as approval or the granting of permits by the Agency of the Improvements or Lessee's proposed uses of the Site and Lessee recognizes and acknowledges that it shall be subject to the Agency's normal approval processes for all necessary permits.

**ARTICLE 7.
TITLE TO IMPROVEMENTS**

Fee title to the Improvements shall vest in Lessee and remain vested in Lessee during the term of this Ground Lease. At the expiration or earlier termination of this Ground Lease, Lessee shall remove all Improvements placed on the Site, provided, however, if Lessee fails to remove all Improvement within one hundred twenty (120) days of the expiration of this Lease, the improvements shall be considered abandoned and the Agency shall be entitled to dispose of the Improvements as it sees fit.

ARTICLE 8.
ASSIGNMENT, SUBLEASE OR OTHER CONVEYANCE

Section 8.1 Assignment, Sublease or Other Conveyance by Lessee.

Lessee may not sell, assign, convey, sublease, or transfer in any other mode or form all or any part of its interest in this Ground Lease or in the Improvements or any portion thereof, or allow any person or entity to occupy or use all or any part of the Development other than leases to up to six nonprofit entities for office use in the ordinary course of business, provided the Lessee provides the Agency with written notice of the nonprofit entities to whom it leases space, nor may it contract or agree to do any of the same, without the prior written approval of the Agency. Lessee agrees to notify Agency of any such assignment. In the event the Lessee enters into leases for the Improvements with more than six nonprofit entities or Lessee leases space to a nonprofit entity other than the six original nonprofit entities, the Lessee shall obtain the Agency's prior written consent to such leases.

Section 8.2 Assignment, Sublease or Other Conveyance by Agency.

The Agency acknowledges that any sale, assignment, transfer or conveyance of all or any part of the Agency's interest in the Site, or this Ground Lease, is subject to this Ground Lease. The Agency will require that any purchaser, assignee or transferee will expressly assume all of the obligations of the Agency under this Ground Lease by a written instrument recordable in the Official Records of the County of San Mateo. This Ground Lease shall not be affected by any such sale, and Lessee shall attorn to any such purchaser or assignee.

ARTICLE 9.
TAXES

Lessee agrees to pay, or cause to be paid, when due to the proper authority, any and all valid taxes, assessments and similar charges on the Development which become effective after the execution of this Ground Lease, including all taxes levied or assessed on the possession, use or occupancy, as distinguished from the ownership, of the Development. Lessee shall not permit any such taxes, charges or other assessments to become a defaulted lien on the Site or the Improvements thereon; provided, however that in the event any such tax, assessment or similar charge is payable in installments, Lessee may make, or cause to be made, payment in installments; and provided, further, that Lessee may, through such proceedings as Lessee considers necessary or appropriate, contest the legal validity or the amount of any tax, assessment or similar charge, and Lessee may defer the payment thereof so long as the validity or amount thereof shall be contested by Lessee in good faith and without expense to the Agency.

In the event of any such contest, Lessee shall protect, defend and indemnify the Agency against all loss, cost, expense or damage resulting therefrom, and should Lessee be unsuccessful in any such contest, Lessee shall forthwith pay, discharge, or cause to be paid or discharged, such tax, assessment or other similar charge. The Agency shall furnish such information, as Lessee shall reasonably request in connection with any such contest provided that such information is otherwise available to the public.

**ARTICLE 10.
UTILITIES**

As between the Agency and Lessee, Lessee shall be responsible for the installation, if any, and maintenance of all facilities required in connection with all necessary utility services to the Site to the extent such utility services are not currently installed or maintained by the Agency or the utility providing service. Lessee shall be responsible for paying all fees and charges associated with utility service, including garbage, sanitary sewer, water, gas and electricity.

**ARTICLE 11.
MAINTENANCE**

Lessee, at all times during the term hereof, shall maintain or cause to be maintained, the Development in good condition and repair to the reasonable satisfaction of the Agency, including the exterior, interior, substructure and foundation of the Improvements and all fixtures, equipment and landscaping from time to time located on the Development or any part thereof. The Agency shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Development or any buildings or improvements now or hereafter located thereon.

**ARTICLE 12.
LIENS**

Lessee shall use its best efforts to keep the Development free from any liens arising out of any work performed or materials furnished by itself or its subtenants. In the event that Lessee shall not, within twenty (20) days following notice from the Agency of the imposition of any such lien, cause the same to be released of record, the Agency shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All sums paid by the Agency for such purpose, and all reasonable expenses incurred by it in connection therewith, shall be payable to the Agency by Lessee on demand; provided, however, Lessee shall have the right, upon posting of an adequate bond or other security, to contest any such lien, and the Agency shall not seek to satisfy or discharge any such lien unless Lessee has failed so to do within ten (10) days after the final determination of the validity thereof. In the event of any such contest, Lessee shall protect, defend, and indemnify the Agency against all loss, cost, expense or damage resulting therefrom.

**ARTICLE 13.
GENERAL REMEDIES**

Section 13.1 Application of Remedies.

The provisions of this Article 13 shall govern the parties' remedies for breach of this Ground Lease.

Section 13.2 Fault of Agency.

If Lessee believes a material breach of this Ground Lease has occurred, Lessee shall first notify the Agency in writing of its purported breach giving the Agency sixty (60) days from receipt of such notice to cure such breach. In the event Agency does not then cure or if the breach is not reasonably susceptible to cure within that sixty (60) day period, begin to cure within sixty (60) days and thereafter diligently prosecute such cure to completion, then Lessee shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (a) terminating in writing this entire Ground Lease; (b) prosecuting an action for damages; (c) seeking specific performance of this Ground Lease; or (d) any remedy available at law or equity.

Section 13.3 Fault of Lessee.

(a) Default by Lessee.

The following events each constitute a basis for the Agency to take action against Lessee:

- (1) Lessee fails to pay rent as required by Article 3.
- (2) Lessee fails to comply with the Permitted Uses and Occupancy Restrictions set forth in Article 6;
- (3) Lessee voluntarily or involuntarily assigns, transfers or attempts to transfer or assign this Ground Lease or any rights in this Ground Lease, or in the Improvements, except as permitted by this Ground Lease;
- (4) Lessee fails to maintain the Development.
- (5) Lessee, or its successor in interest, fails to pay real estate taxes or assessments on the Development or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Ground Lease, or shall suffer any levy or attachment to be made, or any material supplier's or mechanic's lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged; provided, however, that Lessee shall have the right, upon the posting of an adequate bond or other security, to contest any such lien. In the event of any such contest, Lessee shall protect, indemnify and hold Agency harmless against all losses, damages, including attorneys' fees and costs resulting therefrom;

(6) Lessee shall be adjudicated bankrupt or insolvent or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or bring or have brought against Lessee any action or proceeding of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event such proceedings are involuntary, Lessee is not dismissed from the same within sixty (60) days thereafter; or, a receiver is appointed for a substantial part of the assets of Lessee and such receiver is not discharged within sixty (60) days;

(7) Lessee breaches any other material provision of this Ground Lease.

(b) Notification, Cure and Remedies.

Upon the happening of any of the events described in Section 13.3 above, the Agency shall first notify Lessee in writing of its purported breach, failure, or act above described, giving Lessee sixty (60) days from receipt of such notice to cure such breach, failure, or act. In the event Lessee does not cure or if the breach, failure or act is not reasonably susceptible to cure within that sixty (60) day period, begin to cure within sixty (60) days and thereafter diligently prosecute such cure to completion, the Agency thereafter shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (1) terminating in writing this entire Ground Lease; (2) prosecuting an action for damages; (3) seeking specific performance of this Ground Lease; or (4) any remedy available at law or equity.

ARTICLE 14. DAMAGE AND DESTRUCTION

Section 14.1 Insured Casualty.

If the Improvements or any part thereof are damaged or destroyed by any cause covered by any policy of insurance required to be maintained by Lessee hereunder, Lessee shall promptly commence and diligently complete the restoration of the Improvements as nearly as possible to the condition thereof prior to such damage or destruction; provided, however, that if more than fifty percent (50%) of the Improvements are destroyed or are so damaged by fire or other casualty, or if the insurance proceeds do not provide at least ninety percent (90%) of the funds necessary to accomplish the restoration, Lessee may, at its option, terminate this Ground Lease within thirty (30) days after the date the damage or destruction occurs. In the event Lessee is required, or elects to rebuild or complete the restoration of the Improvements, all proceeds of any policy of insurance required to be maintained by Lessee under this Ground Lease shall be used by Lessee for that purpose and Lessee shall make up from its own funds any deficiency between the amount of insurance proceeds available for the work of restoration and the actual cost thereof. In the event Lessee elects to terminate this Ground Lease pursuant to its right to do so under this Section 14.1, or elects not to repair or construct, the insurance proceeds shall be divided between the Agency, Lessee and any Lender in accordance with the provisions of Section 14.3.

Section 14.2 Uninsured Casualty.

If a substantial portion of the Improvements are damaged or destroyed due to any cause such that ten percent (10%) or more of the damage or destruction, in terms of the cost of repair or rebuilding, is not within the scope of the insurance coverage, and in the reasonable opinion of Lessee, the undamaged portion of the Improvements cannot be completed or operated on an economically feasible basis, and there is not available to Lessee any source of feasible third party financing for restoration or reconstruction, Lessee may terminate this Ground Lease upon ninety (90) days written notice to the Agency. If it appears that the provisions of this Article 14.2 may apply to a particular event of damage or destruction, Lessee shall notify the Agency promptly and not consent to any settlement or adjustment of an insurance award without the Agency's written approval, which approval shall not be unreasonably withheld. In the event that Lessee terminates this Ground Lease pursuant to this Section 14.2, all insurance proceeds and damages payable by reason of the casualty shall be divided between Agency and Lessee in accordance with the provisions of Section 14.3. If Lessee does not have the right, or elects not to exercise the right, to terminate this Ground Lease as a result of an uninsured casualty, Lessee shall promptly commence and diligently complete the restoration of the Improvements as nearly as possible to their condition prior to damage or destruction in accordance with the provisions of Section 14.1.

Section 14.3 Distribution of the Insurance Proceeds.

In the event of an election by Lessee to terminate and surrender as provided in either Section 14.1 or Section 14.2, the priority and manner for distribution of the proceeds of any insurance policy required to be maintained by Lessee hereunder shall be as follows:

(a) First, to pay for the cost of removal of all debris and Improvements from the Site or adjacent and underlying property, and for the cost of any work or service required by any statute, law, ordinance, rule, regulation or order of any federal, state or local government, or any city or official thereof, for the protection of persons or property from any risk, or for the abatement of any nuisance, created by or arising from the casualty or the damage or destruction caused thereby;

(b) Second, to compensate Agency for any diminution in the value (as of the date of the damage or destruction) of the Site as a raw development site caused by or arising from the damage or destruction;

(c) The remainder to Lessee.

(d) The provisions of this Section 14.3 shall be subject to the rights of any Lender.

ARTICLE 15.
DAMAGE TO PERSON OR PROPERTY; INDEMNIFICATION

Agency shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Development, for any injury or damage to the Development, or to any property of Lessee, or to any property of any other person, firm, association, partnership

or corporation on or about the Development. Lessee shall defend, hold harmless and indemnify the Agency and its officers, agents, and employees, of and from all claims, loss, damage, injury, actions, causes of action, and liability of every kind, nature and description directly or indirectly arising from its tenancy, its use of the Development, including adjoining sidewalks and streets, and any of its operations activities thereon or connected thereto. Provided, however, that this Article 15 shall not be deemed or construed to and shall not indemnify and save harmless the Agency or any of its officers, agents or employees from any claim, loss, damage, liability or expense, of any nature whatsoever, arising from or in any way related to or connected with any willful or intentional act or omission by the person or entity seeking indemnity, or to any act or omission in regard to which such person or entity is solely negligent.

ARTICLE 16. INSURANCE

(a) During the term of this Ground Lease, Lessee shall maintain or cause to be maintained and pay all premiums for the following:

(1) Comprehensive General Liability Insurance including coverages for contractual liability, independent contractors, broad form property damage (explosion, collapse and underground [XCU]), personal injury, products and completed operations; and, as to Lessee's automobiles relating to construction activity only, Comprehensive Automobile Liability Insurance (including owned, hired and non-owned vehicles). Said insurance shall insure Lessee and the Agency against all claims for personal injury, bodily injury, death or property damage occurring on or about the Development or in, or on, or about any Improvement at any time located on the Development, such insurance to afford minimum protection in an amount not less than \$1,000,000 combined single limit and \$3,000,000 aggregate limit for personal injury, bodily injury and property damage.

(2) Worker's Compensation Insurance to the extent required by California Law, including Employers' Liability, with limits not less than \$1,000,000 each accident.

(b) Lessee or its contractors shall procure, pay for, and maintain the following insurance:

(1) Property Insurance against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief, sprinkler leakage, for 100% of the replacement value of the Improvements, and all equipment, machinery and fixtures.

(2) Workers' Compensation Insurance, including Employers' Liability, with limits not less than \$1,000,000 each accident.

(3) If Lessee sells intoxicating beverages on the Development, or any portion thereof, Host Liquor Liability Insurance.

(c) All insurance required by subparagraphs (a) and (b) above, shall be primary insurance, shall provide thirty (30) days prior written notice to Agency in the event of cancellation, nonrenewal or reduction or material change in coverage, and shall name as additional insureds the Successor Agency of the City of East Palo Alto, its Board Members, subsidiary agencies, directors, officers, agents, employees, and servants. Prior to commencing any activities under this Ground Lease, Lessee shall submit to the Agency all applicable policies or certificates which show the coverages required under subparagraphs (a) and (b) hereof in a form approved by the Agency and with insurers acceptable to the Agency. All policies required by subparagraph (b) shall be written in the name of Lessee, the Agency, and the contractor as their interests may appear. Lessee shall submit to the Agency complete copies of any or all insurance policies required hereunder upon the Agency's request.

(d) At the request of the Agency, the Agency and the Lessee shall periodically review the limits and types of insurance carried pursuant to this Article 16 during the term of this Ground Lease.

ARTICLE 17. COMPLIANCE WITH LEGAL REQUIREMENTS

Lessee shall at its cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, insofar as any thereof relate to or affect the condition, use or occupancy of the Development. In the event Lessee contests any of the foregoing, Lessee shall not be obligated to comply therewith to the extent that the application of the contested law, statute, ordinance, rule, regulation or requirement is stayed by the operation of law or administrative or judicial order and Lessee indemnifies the Agency against all loss, cost, expense or damage resulting from noncompliance.

ARTICLE 18. ENTRY

The Agency through its respective authorized agents, shall have the right at all reasonable times during normal business hours after forty-eight (48) hours written notice to Lessee (except in the event of an emergency when no written notice is required) to go upon the Development for the purpose of inspecting the same or for the purpose of posting notices of non responsibility, or for police or fire protection.

ARTICLE 19 MORTGAGE FINANCING

Section 19.1 No Encumbrances Except as Approved by the Agency.

Notwithstanding any other provision of this Ground Lease and subject to the prior written consent of the Agency, Leasehold Mortgages are permitted to be placed upon the Leasehold

Estate only for the purpose of securing loans of funds to be used for financing the design, and construction of the Improvements and any other expenditures reasonably necessary and appropriate to renovate, or reconstruct the Improvements under this Ground Lease, operation of the Improvements, and reasonable costs and expenses incurred or to be incurred by Lessee in furtherance of this Ground Lease. Any refinancing of an existing Leasehold Mortgage in an amount not in excess of said Leasehold Mortgage's outstanding balance does not require Agency approval. Lessee agrees to notify Agency of any such refinancing.

Section 19.2 Holder Not Obligated to Construct.

The holder of any mortgage, deed of trust or other security interest authorized by Section 19.1 ("Holder" or "Lender") or the successors or assigns of such Holder is not obligated to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision of this Ground Lease be construed so to obligate such Holder. However, in the event the Holder does undertake to complete or guarantee the completion of the Improvements, nothing in this Ground Lease shall be deemed or construed to permit or authorize any such Holder or its successors or assigns to devote the Development or any portion thereof to any uses, or to construct any Improvements thereon, other than those uses or Improvements provided for or authorized by this Ground Lease. To the extent any Holder or its successors in interest wish to change such uses or construct different improvements, that Holder or its successors in interest must obtain the written consent of the Agency.

Section 19.3 Failure of Holder to Complete Improvements.

In any case where six months after assumption of obligations pursuant to Section 19.2 above, the Holder of record of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Leasehold Estate, having first exercised its option to construct, has not proceeded diligently with construction, the Agency shall be afforded the rights against such Holder it would otherwise have against Lessee under this Ground Lease for events or failures occurring after the assumption.

Section 19.4 Default by Lessee and Agency's Rights.

(a) Right of Agency to Cure.

In the event of a default or breach by Lessee in or of its obligations under any Leasehold Mortgage, the Agency may, at its option, cure such breach or default. In such event, the Agency shall be entitled to reimbursement from Lessee of all costs and expenses reasonably incurred by the Agency in curing the default or breach. The Agency shall also be entitled to a lien upon the Leasehold Estate or any portion thereof to the extent of such costs and disbursements. Any such lien shall be subject to the lien of any then existing Leasehold Mortgage authorized by this Ground Lease, including any lien contemplated because of advances yet to be made.

(b) Notice of Default to Agency.

The Lender shall give the Agency prompt written notice of any such default or breach, and every Leasehold Mortgage shall so provide and shall also contain the Agency's right to cure as above set forth.

(c) Agency's Right to Assignment of the Leasehold Mortgage.

In any case where, subsequent to default or breach by Lessee in or of its obligations under any Leasehold Mortgage, Lessee shall have failed to fully cure such breach or default within the applicable time provided therefore, the Agency shall, and every Leasehold Mortgage shall so provide, have the option of paying to the holder thereof the amount of the Leasehold Mortgage debt and securing an assignment of such debt and of the Leasehold Mortgage. In the event that Lessee's interest in the Improvements, or any part thereof, has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, if exercised in writing within sixty (60) days after the Agency acquires actual knowledge of such transfer of Lessee's interest, to a conveyance to it of Lessee's interest in the Improvements or part thereof, upon payment to such holder of an amount equal to the sum of:

- (1) The Leasehold Mortgage debt at the time of foreclosure or action in lieu thereof, less all appropriate credits, including those resulting from collection and application of rentals received during foreclosure proceedings;
- (2) All expenses with respect to the foreclosure;
- (3) The net expenses, if any, exclusive of general overhead, incurred by such holder in and as a direct result of the subsequent management of the Improvements; and
- (4) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the Leasehold Mortgage debt and had such debt continued in existence.

**ARTICLE 20.
PROTECTION OF LENDER**

Section 20.1 Notification to Agency.

Promptly upon the creation of any Leasehold Mortgage and as a condition precedent to the existence of any of the rights set forth in this Article 20, each and every Lender shall give written notice to the Agency of the Lender's address and of the existence and nature of its Leasehold Mortgage.

Section 20.2 Lender's Rights to Prevent Termination.

Lender shall have the right, but not the obligation, at any time prior to termination of this Ground Lease and without payment of any penalty other than the interest on unpaid rent, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of Lessee hereunder, and to

do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent a termination of this Ground Lease as the same would have been if made, done and performed by Lessee instead of by Lender.

Section 20.3 Lender's Rights When Lessee Defaults.

Should any event of default under this Ground Lease occur, and not be cured within the applicable cure period, the Agency shall not terminate this Ground Lease nor exercise any other remedy hereunder unless it first gives notice of such event of default to Lender and

(a) If such event of default is a failure to pay a monetary obligation of Lessee, Lender shall have failed to cure such default within sixty (60) days from the date of notice from the Agency to Lender; or

(b) If such event of default is not a failure to pay a monetary obligation of Lessee, Lender shall have failed, within sixty (60) days of receipt of said written notice, either (i) to remedy such default; or (ii) to obtain title to Lessee's interest in the Development in lieu of foreclosure; or (iii) to commence foreclosure or other appropriate proceedings in the nature thereof and thereafter diligently prosecute such proceedings to completion, in which case such event of default shall be remedied or deemed remedied in accordance with Section 20.4 below.

All rights of the Agency to terminate this Ground Lease as the result of the occurrence of any such event of default shall be subject to, and conditioned upon, the Agency having first given Lender notice of such event of default and Lender having failed to remedy such default or acquire Lessee's Leasehold Estate created hereby or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in and within the time specified by this Section 20.3.

Section 20.4 Default Which Cannot be Remedied by Lender.

Any event of default under this Ground Lease which in the nature thereof cannot be remedied by Lender shall be deemed to be remedied if (a) within thirty (30) days after receiving notice from the Agency setting forth the nature of such event of default, or prior thereto, Lender shall have acquired Lessee's leasehold estate created hereby or shall have commenced foreclosure or other appropriate proceedings in the nature thereof, (b) Lender shall diligently prosecute any such proceedings to completion, (c) Lender shall have fully cured any event of default arising from failure to pay or perform any monetary obligation in accordance with the terms of this Ground Lease, and (d) after gaining possession of the Development perform, or diligently proceed to perform, all other obligations of Lessee as and when the same are due in accordance with the terms of this Ground Lease.

Section 20.5 Court Action Preventing Lender's Action.

If Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings

in the nature thereof, the times specified in Sections 20.3 and 20.4 above for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided that Lender shall have fully cured any default in the payment of any monetary obligations of Lessee under this Ground Lease and shall continue to pay currently such monetary obligations as and when the same fall due.

Section 20.6 Lender's Rights to Record, Foreclose and Assign.

The Agency hereby agrees with respect to any Leasehold Mortgage, that

(a) The Lender may cause same to be recorded and enforced and upon foreclosure sell and assign the Leasehold Estate created hereby to an assignee from whom it may accept a purchase price, subject to Lender's first securing written approval from Agency. Lender, furthermore, may acquire title to the Leasehold Estate in any lawful way, and if the Lender shall become the assignee, may subject to Agency approval, sell and assign the Leasehold Estate. Should the Agency fail or refuse to approve a Lender's sale or assignment of said leasehold estate for any reason other than the unsatisfactory financial condition of the purchaser or assignee, the Agency shall be entitled to conveyance of the Leasehold Estate upon payment to such Holder an amount equal to the sum of:

(i) The Leasehold Mortgage debt at the time of foreclosure or action in lieu thereof, less all appropriate credits, including those resulting from collections and application of rentals received during the foreclosure period;

(ii) All expenses related to the foreclosure;

(iii) The net expenses, if any, exclusive of general overhead, incurred by such Holder in and as a direct result of the subsequent management of the Development;

(iv) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the Leasehold Mortgage debt and had such debt continued in existence.

(b) That should the Lender acquire the Leasehold Estate hereunder by foreclosure or other appropriate proceedings in the nature of foreclosure or as the result of any other action or remedy provided for by any Leasehold Mortgage, or should Lender sell or assign the same to a Agency approved purchaser or assignee, Lender or its purchaser or assignee shall take said Leasehold Estate subject to all of the provisions of this Ground Lease, and shall, so long as and only so long as it shall be the owner of such estate, except as provided elsewhere in this Ground Lease, assume all of the obligations of Lessee under this Ground Lease.

(c) The Agency shall mail or deliver to any Lender which has an outstanding Leasehold Mortgage a duplicate copy of all notices which the Agency may from time to time give to Lessee pursuant to this Ground Lease.

ARTICLE 21.
CONDEMNATION

Section 21.1 Parties' Rights and Obligations to be Governed by Agreement.

If, during the term of this Ground Lease, there is any condemnation of all or any part of the site or any interest in the Leasehold Estate is taken by condemnation, the rights and obligations of the parties shall be determined pursuant to this Article 21, subject to the rights of any Lender.

Section 21.2 Total Taking.

If the Development is totally taken by condemnation, this Ground Lease shall terminate on the date the condemnor has the right to possession of the Development.

Section 21.3 Partial Taking.

If any portion of the Development is taken by condemnation, this Ground Lease shall remain in effect, except that Lessee may elect to terminate this Ground Lease if the remaining portion of the Improvements are rendered unsuitable for Lessee's continued use of the Development. If Lessee elects to terminate this Ground Lease, Lessee must exercise its right to terminate pursuant to this paragraph by giving notice to the Agency within thirty (30) days after the Agency notifies Lessee of the nature and the extent of the taking. If Lessee elects to terminate this Ground Lease as provided in this Section 21.3, Lessee also shall notify the Agency of the date of termination, which date shall not be earlier than thirty (30) days nor later than six (6) months after Lessee has notified the Agency of its election to terminate; except that this Ground Lease shall terminate on the date the condemnor has the right to possession of the Development if such date falls on a date before the date of termination as designated by Lessee. If Lessee does not terminate this Ground Lease within such thirty (30) day notice period, this Ground Lease shall continue in full force and effect.

Section 21.4 Effect on Rent.

If any portion of the Improvements is taken by condemnation or threat of condemnation and this Ground Lease remains in full force and effect, then on the date of taking the rent shall be reduced by an amount that is in the same ratio to the rent as the value of the area of the portion of the Improvements taken bears to the total value of the Improvements immediately before the date of the taking.

Section 21.5 Award and Distribution.

Any compensation awarded, paid or received on a total or partial condemnation of the Development shall belong to and be distributed in the following order:

(a) First, to the Agency in the amount of the value of the Site based on a valuation assuming there is no Leasehold Estate;

(b) Second, to the Lessee in an amount equal to the actual equity invested by it in the Improvements;

(c) Third, if a total taking, the balance to the Agency.

Section 21.6 Payment to Lenders.

In the event the Improvements are subject to the lien of a Leasehold Mortgage on the date when any compensation resulting from a condemnation or threatened condemnation is to be paid to Lessee, such award shall be disposed of as provided in the Lender's loan documents.

**ARTICLE 22.
ESTOPPEL CERTIFICATE**

The Agency or Lessee, as the case may be, shall execute, acknowledge and deliver to the other and/or to Lender, promptly upon request, its certificate certifying (a) that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which rent has been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by the Agency or Lessee to be performed or observed and, if so, specifying the same, and (d) whether there are then existing any defaults by Lessee or the Agency in the performance or observance by Lessee or the Agency of an agreement, covenant or condition hereof on the part of Lessee or the Agency to be performed or observed and whether any notice has been given to Lessee or the Agency of any default which has not been cured and, if so, specifying the same.

**ARTICLE 23.
QUITCLAIM**

Upon expiration or sooner termination of this Ground Lease, Lessee shall surrender the applicable portions of the Development, not including any temporary modular facilities or any other Improvements installed by the Lessee, to the Agency and, at the Agency's request, shall execute, acknowledge, and deliver to the Agency a good and sufficient quitclaim deed with respect to any interest of Lessee in the same portions of the Development.

**ARTICLE 24.
WAIVER**

The waiver by the Agency or Lessee of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of the Agency or Lessee to insist upon the performance by the other

in strict accordance with the said terms. The subsequent acceptance of rent or any other sum of money hereunder by the Agency shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, agreement or condition of this Ground Lease, other than the failure of Lessee to pay the particular rent or other sum so accepted, regardless of the Agency's knowledge of such preceding breach at the time of acceptance of such rent or other sum.

**ARTICLE 25.
LESSEE RECORDS**

Upon reasonable notice during normal business hours, and as often as the Agency may deem necessary, there shall be made available to the Agency and its authorized representatives for examination of all records, reports, data and information made or kept by Lessee regarding its activities or operations on the Development. Nothing contained herein shall entitle the Agency to inspect personal histories of patients or lists of donors or supporters. To the extent that it is permitted by law to do so, the Agency will respect the confidentiality requirements of Lessee.

**ARTICLE 26.
NOTICES AND CONSENTS**

All notices, demands, consents or approvals which may be or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of Lessee and the as shall from Agency time to time be designated by the parties for the receipt of notices, or when deposited in the United States mail, certified, postage prepaid, or by express delivery service with a delivery receipt and addressed to:

if to Lessee at: South County Community Health Center, Inc.
 dba Ravenswood Family Health Center
 1798A Bay Road
 East Palo Alto, CA 94303

if to the Agency at: Successor Agency of the City of East Palo Alto
 Attn: Agency Executive Director
 2415 University Avenue
 East Palo Alto, CA 94303

Or to such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to the provisions of this Article 26. Any notice given pursuant to this Article 26 shall be effective on the date of delivery or the date delivery is refused as shown on the delivery receipt.

**ARTICLE 27.
COMPLETE AGREEMENT**

There are no oral agreements between Lessee and the Agency affecting this Ground Lease, and this Ground Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between Lessee and the Agency.

**ARTICLE 28.
HEADINGS**

Any titles of the several parts and sections of this Ground Lease are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. "Paragraph" and "section" may be used interchangeably.

**ARTICLE 29.
SUCCESSORS AND ASSIGNS**

This Ground Lease shall be binding upon and inure to the benefit of the successors and assigns of the Agency and Lessee and where the term "Lessee" or "Agency" is used in this Ground Lease, it shall mean and include their respective successors and assigns.

**ARTICLE 30.
TIME**

Time is of the essence of this Ground Lease and each and all of its provisions.

**ARTICLE 31.
PARTIAL INVALIDITY**

If any provisions of this Ground Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Ground Lease and all such other provisions shall remain in full force and effect.

**ARTICLE 32.
APPLICABLE LAW**

This Ground Lease shall be governed by and construed pursuant to the laws of the State of California.

**ARTICLE 33.
ATTORNEY'S FEES**

If either of the parties hereto commences a lawsuit to enforce any of the terms of this Ground Lease, the prevailing party will have the right to recover its reasonable attorney's fees and costs of suit, including fees and costs on appeal, from the other party.

**ARTICLE 34.
EXECUTION IN COUNTERPARTS**

This Ground Lease, or the memorandum thereof, or both may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**ARTICLE 35.
RECORDATION OF ABSTRACT ONLY**

This Ground Lease shall not be recorded; only a memorandum of this Ground Lease shall be recorded. The parties shall execute the memorandum in form and substance as required by a title insurance company insuring Lessee's leasehold estate or the interest of any Leasehold Mortgagee, and sufficient to give constructive notice of the lease to subsequent purchasers and mortgagees.

**ARTICLE 36.
ATTACHMENTS**

The following is attached to this Ground Lease and by this reference made a part hereof: Attachment "1" - Legal Description of Site.

**ARTICLE 37.
DISASTER PREPAREDNESS PARTICIPATION**

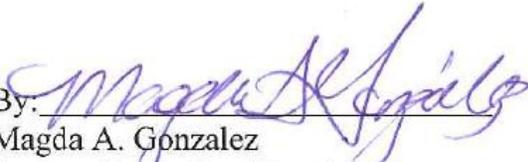
Lessee agrees to attend and participate in Agency disaster planning meetings, including but not limited to Agency Emergency Operations Center (EOC), Hazardous Mitigation Committee, Certified Emergency Response Team Training (CERT), and other exercises or meetings related to actual or hypothetical disasters.

**ARTICLE 38.
ACKNOWLEDGEMENT OF SUCCESSOR AGENCY CITY AS KEY SUPPORTERS**

Lessee agrees to acknowledge both the Successor Agency and the City of East Palo Alto as a key supporter/partner with a sign at its facilities, on its website, and in its promotional materials, including using the City's official Logo in a manner consistent with other organizations.

IN WITNESS WHEREOF, the Agency has caused this Ground Lease to be duly executed in its behalf and its seal to be hereunto affixed and attested; and Lessee has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

AGENCY OF EAST PALO ALTO: LESSEE:

By: 
Magda A. Gonzalez
Agency Executive Director

By: 
Luisa Buada, CEO
South County Community Health Center, Inc.
Db: Ravenswood Family Health Center (RFHC)

Date: 4-22-13

Date: 4/19/13

Approved as to Form:

By: 
Valerie J. Armento, Interim Agency Attorney

Attachments to Ground Lease

1. Legal Description of Site

The estate or interest in the land hereinafter described or referred to covered by this Report is:
A FEE

The land referred to in this Report is situated in the State of California, County of San Mateo, City of East Palo Alto and is described as follows:

BEGINNING at the point of intersection of the centerline of Bay Road with the Easterly line of a 20 foot right of way at the spur track running to the property of Reed Reductions Co. in the Charles Weeks Poultry Colony, San Mateo County, California; thence from said point of beginning along said centerline of Bay Road, North 65° 11' East 99.76 feet to the intersection thereof with the Southwesterly boundary line of lands conveyed from Mary Agnes Neifing to Robert Alan Neifing by Deed dated August 12, 1959 and recorded August 26, 1959 in Book 3662 of Official Records at page 222 (File No. 81512-R), Records of San Mateo County, California; thence along said last mentioned boundary South 24° 49' East 140.00 feet to the point of beginning of a tangent curve to the left of radius 93 feet; thence along said curve to the left of radius 93 feet through a central angle of 34° 29' an arc length of 55.73 feet; thence tangent to the last named curve South 59° 09' East 164.00 feet to the point of beginning of a tangent curve to the left of radius 100 feet; thence along said curve to the left of radius 100 feet through a central angle of 29° 38' 04" an arc length of 51.72 feet to a point in the Easterly line of the lands described in that certain Judgment filed November 15, 1957 in the Superior Court of the State of California, in and for the County of San Mateo, under Action No. 76843 entitled "Mary A. Neifing, Plaintiffs vs. Spencer Newton Parmelee and Mable Frances Parmelee, Defendants," a certified copy of which was recorded November 22, 1957 in Book 3311 of Official Records at page 363 (File No. 99424-P), Records of San Mateo County, California; thence along said last mentioned Easterly boundary, South 1° 29' East 150 feet, more or less, to a point in the Northerly line of said above mentioned 20 foot spur tract right of way; thence Westerly and Northerly along the Northeasterly line of said right of way on the act of a curve to the right, having a radius of 470.18 feet, from a tangent bearing North 79° 54' 56" West, a central angle of 69° 08' 35", an arc distance of 567.40 feet to the point of beginning.

EXCEPTING THEREFROM the lands conveyed to the County of San Mateo by that certain Deed recorded September 17, 1979 Instrument No. 61081-AO, Book 7894, page 2325.

A.P. No.: 063-231-250

JPN 063 023 231 11 A

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