

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 24 day of July, 1978, by and between the CITY OF SAN DIEGO, a municipal corporation, herein called "City", and the STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation, herein called "State".

W I T N E S S E T H

WHEREAS, the Battle of San Pasqual had a crucial effect on the outcome of the Mexican-American War and the consequent acquisition by the United States of the territory that later became the State of California, and

WHEREAS, the site of the Battle of San Pasqual has historic importance for the people of the City of San Diego, as well as the people of the State of California, and

WHEREAS, the site currently maintained by the State is small, has only minimal improvements, and is located on a curve of the highway where access is difficult, and

DOCUMENT NO. 764102

FILED AUG 1 1978

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

1 WHEREAS, the State desires to develop San Pasqual Historical Park on the
2 battle site, and

3
4 WHEREAS, the City and the State will benefit from development and greater
5 recognition of the battle site for its own residents and for tourists
6 attracted to the site.

7
8 NOW, THEREFORE, in consideration of the mutual covenants herein contained,
9 the parties hereto do hereby covenant and agree as follows:

10
11 1. City hereby leases to State and State, pursuant to the provisions of
12 Section 5006.5 of the Public Resources Code, hereby hires from City for the
13 sole and exclusive purpose of construction and operation of the San Pasqual
14 Battlefield State Historic Park, that certain real property, hereinafter
15 sometimes referred to as "said premises", situated in the County of San Diego,
16 State of California, described in Exhibits A and B attached to this agreement
17 and incorporated herein as if set out in full.

18
19 2. The term of this lease shall commence on the 24 day of July,
20 1978, and expire fifty-five (55) years thereafter.

21
22 3. The total consideration for the lease of said premises shall be the
23 development and operation of San Pasqual Battlefield State Historic Park by
24 State. All expenses of development and operation of said park shall be borne
25 by State.
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1 4. A schedule for the development and operation of the park shall be
2 prepared by State, subject to the approval of City.
3

4 5. It is expressly understood and agreed by the parties that the
5 premises shall not be used as an off-highway motor vehicle recreational
6 facility and that the premises will be operated as a part of San Pasqual
7 Battlefield State Historic Park.
8

9 6. State hereby agrees to observe and perform the following general
10 condition and covenants:
11

12 a. State will not suffer, commit or permit any nuisance to occur or
13 exist on said premises during the term of this lease, or assign this lease
14 or sublet said premises or any part thereof during the term of this lease,
15 without first having obtained the written consent of the City.
16

17 b. State will observe due diligence and care in maintaining said
18 premises and at the expiration or other termination of the lease surrender
19 same to the City in as good condition as same now are in, reasonable use
20 and wear and damage by the elements excepted. Notwithstanding anything
21 herein to the contrary, State at its option, may remove or abandon in
22 place improvements affixed to said premises by State.
23

24 c. If State shall make default in respect to the observance of any
25 of the covenants and conditions herein specified, and shall fail to take
26 steps to remedy such default within 90 days of the date City sends State
27 written notice thereof, this lease shall, at the option of City, terminate

1 at the end of said 90 days, and in that event it shall be lawful for City
2 thereupon to enter forthwith upon said premises and to retake possession
3 thereof and to remove State therefrom.
4

5 d. State will pay and discharge all bills for labor and materials
6 furnished, subsequent to the date this lease was approved by the State
7 Department of General Services, at State's instance and request for use
8 upon said premises, and the State, to the extent it may legally do so,
9 agrees to indemnify the City against and to hold it harmless from
10 liability for any and all claims, demands and causes of action arising
11 subsequent to the date this lease was approved by the State Department of
12 General Services, that may be made or brought against it, arising out of,
13 due to, or in any way connected with any claim or liens for labor or
14 materials or for injury to persons or damage to property, except such
15 injury or damage as may be caused by any act of City or its agents.
16

17 e. If an action in eminent domain shall be brought against said
18 premises during the term hereof and the condemnor shall prevail in such
19 action, State shall participate in any resulting award only to the extent
20 of its investment in improvements to said premises.
21

22 f. It is agreed that neither the execution of this lease by City,
23 nor the exercise of the privileges herein provided by State, or by the
24 public, shall constitute a dedication of said premises to public use for a
25 period longer than the term of this lease, and State does hereby agree
26 never to make any claim in this regard, until such times as State may
27 acquire fee title to said premises.

1 7. The ownership of any improvements constructed on said premises shall
2 be the sole property of State except as may hereafter be provided for by
3 mutual agreement by the parties hereto.
4

5 8. All notices herein provided to be given or which may be given by
6 either party to the other shall be deemed to have been fully given when made
7 in writing and deposited in the United States mail, certified and postage
8 prepaid, and addressed as follows: to the City of San Diego, care of the City
9 Manager, 202 C Street, San Diego, CA 92101; and to the State of California at
10 Department of Parks and Recreation, P. O. Box 2390, Sacramento, CA 95811.
11 Nothing herein shall preclude the giving of any such written notice by
12 personal service. The address to which notices shall be mailed may be changed
13 by written notice.
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15 9. Any waiver, either express or implied, by City of any breach of any
16 promise or condition or term hereof shall not be construed or claimed to be a
17 waiver of any other breach of any condition, promise or term hereof.
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20 10. Time is of the essence of the provisions hereof.
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1 IN WITNESS WHEREOF, this Lease Agreement is executed by the City of San
2 Diego acting by and through its City Manager pursuant to Resolution No. **221440**
3 authorizing such execution, and by State.
4

5 Approved as to form and legality,

6 this 2 day of August, 1978

7 JOHN W. WITT, City
8 Attorney

9 By [Signature]
Deputy City Attorney

THE CITY OF SAN DIEGO

By [Signature]
ASSISTANT TO THE City Manager

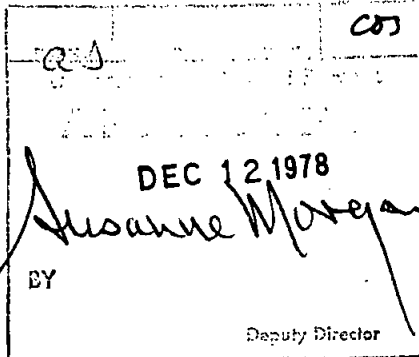
Date 7/24/78

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By [Signature]

Date SEP 29 1978



A portion of Section 33, Township 12 South, Range 1 West, San Bernardino Meridian in the County of San Diego, State of California, according to the Official Plat thereof said portion more particularly described as follows:

Beginning at the Northeast corner of said Section 33 thence Southerly along the East line of said section to a point on the Northerly line of Record of Survey 6690 on file in the Office of the Recorder of said County; thence leaving said East line along the Northerly line of said Record of Survey, South $89^{\circ}06'01''$ West (record South $88^{\circ}59'40''$ West) 512.12 feet to a point which bears Easterly 257.29 feet from the Northwest corner of Record of Survey 6690 said point being the TRUE POINT OF BEGINNING; thence leaving said Northerly line South $03^{\circ}35'13''$ East 621.79 feet to a point on the Northerly right-of-way of the relocation Route 15 Div 1-2, being 50.00 feet in width as shown on Record of Survey 6690, said point being the beginning of a nontangent 825.00 foot radius curve concave Southeasterly a radial line to said point bears North $06^{\circ}55'08''$ West; thence along said radial line South $06^{\circ}55'08''$ East 25.00 feet to the center line of said Route 15; thence along said centerline Southwesterly along the arc of a 800.00 foot radius curve concave Southeasterly through a central angle of $16^{\circ}16'04''$ (record $16^{\circ}12'00''$) a distance of 227.14 feet thence tangent South $66^{\circ}48'47''$ West 1390.38 feet to the beginning of a tangent 1000.00 foot radius curve concave Southeasterly; thence Southwesterly along said curve through a central angle of $09^{\circ}04'23''$ an arc distance of 158.35 feet; thence South $57^{\circ}44'24''$ West 436.00 feet to the beginning of a tangent 400.00 foot radius concave Northwesterly; thence Southwesterly along said curve through a central angle of $15^{\circ}24'19''$ an arc distance of 107.55 feet; thence leaving said centerline North $00^{\circ}53'19''$ West 826.07 feet; thence South $76^{\circ}04'41''$ West 926.13 feet to a point in the before mentioned centerline being a point in a nontangent 1200.00 foot radius curve concave Easterly a radial to said point bears South $75^{\circ}14'23''$ West; thence Northerly along said curve through a central angle of $05^{\circ}50'03''$ an arc distance of 122.19 feet; thence tangent to said curve North $08^{\circ}55'34''$ West 200.00 feet; thence leaving said centerline North $77^{\circ}18'24''$ East 3104.74 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom any portion lying within the above mentioned Route 15 Div. 1-2.

The gross area contained in the above description is 47.7 acres including the portion within Route 15 Div. 1-2.

NMJ:rc
12/20/77

EXHIBIT-A

RESOLUTION No. 221440

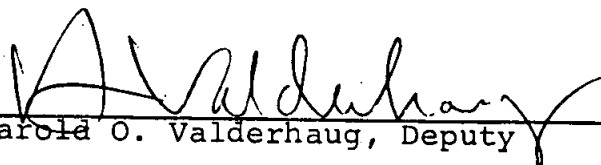
(R.78-2633)

Adopted on JUL 24 1978

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a Lease Agreement with the STATE OF CALIFORNIA for the purposes of expansion and development of the San Pasqual State Historical Park, for a term of 55 years, under the terms and conditions of that agreement on file in the office of the City Clerk as Document No. 764102.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:dm
6/29/78
Or.Dept. E&D

Passed and adopted by the Council of The City of San Diego
on July 24, 1978, by the following vote:

YEAS: Mitchell, O'Connor, Lowery, Williams, Schnaubelt, Gade,
Stirling, Wilson.

NAYS: None.

ABSENT: Haro.

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

(SEAL) CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

By Betty Goldberg, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 221440
passed and adopted by the Council of The City of San Diego,
California, on July 24, 1978.

(SEAL) CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

By Betty Goldberg, Deputy.