



THE CITY OF SAN DIEGO

April 6, 2000

Mr. Bob McClure, General Manager
Wild Animal Park
15500 San Pasqual Valley Road
San Diego, CA 92027

Dear Mr. McClure:

Re: Permit, Dated February 1, 1991, Between City and Zoological Society of San Diego

This is to document the fact that the subject agreement for 341 acres in San Pasqual Valley was extended through October 31, 1995. Since that time, we have been and are continuing to negotiate the replacement long-term lease. Please be advised the agreement will be on holdover until the City Council approves the long-term lease. We expect to take the lease to the City Council as soon as environmental studies are completed.

Please signify your concurrence by signing and returning the enclosed copy of this letter in the enclosed self-addressed envelope. If you have any questions, you may call Dave Estey, CPM, at (619) 236-6264.

Sincerely,

Lucille M. Goodman
Supervising Property Agent

Enclosures

cc: Bob Collins, Real Estate Contracts Manager, Water Department
Tony Salmon, External Audit Manager
Anita Pyle, Supervising Administrative Analyst
Norma Arroyo, Lease Billing Supervisor

ACKNOWLEDGED AND ACCEPTED:

Bob McClure, General Manager



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199

Tel (619) 236-6020 Fax (619) 236-6706



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

November 27, 1994

File: Leases - Zoological Society
of San Diego (341 Acres)
C701WW/120/A00

Bob McClure, General Manager
WILD ANIMAL PARK
15500 San Pasqual Valley Road
Escondido, CA 92027

Dear Mr. McClure:

Re: Extension of Permit

The Zoological Society's permit for the 341 acres of farmland in San Pasqual Valley expired October 31, 1994. Pending approval of a lease agreement for the property, the permit is hereby extended for one year. It will now expire October 31, 1995 or upon execution of the lease agreement by the City Manager, whichever occurs first. Please indicate your concurrence by signing and returning the enclosed copy of this letter in the self-addressed envelope provided.

You will be invoiced for the rent covering the period November 1, 1994 through January 31, 1995.

If you have any questions regarding the matter, please call Bill Svensson, Agricultural Asset Manager, at 236-5548.

Sincerely,

Robert J. Collins
Deputy Director

CVS:jw(1)

Enclosures

cc: Susan Drake
Lease Billing Supervisor

ACCEPTED:

Date 12/7/94

DIVERSITY
BRINGS US ALL TOGETHER



THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

October 19, 1993

File: Leases - Zoological Society
of San Diego (341 Acres)
C701WW/120/A00

Bob McClure, General Manager
WILD ANIMAL PARK
15500 San Pasqual Valley Road
Escondido, CA 92027

Dear Mr. McClure:

Re: Extension of Permit

The Zoological Society's permit for the 341 acres of farmland in San Pasqual Valley expires October 31, 1993. Pending approval of a lease agreement for the property, the permit is hereby extended for one year. It will now expire October 31, 1994 or upon execution of the lease agreement by the City Manager, whichever occurs first. Please indicate your concurrence by signing and returning the enclosed copy of this letter in the self-addressed envelope provided.

You will be invoiced for the rent covering the period November 1, 1993 through January 31, 1994.

If you have any questions regarding the matter, please call Bill Svensson, Agricultural Lease Manager, at 236-5548.

Sincerely,

Robert J. Collins
Deputy Director

CVS:jw(1)

Enclosures

cc: Susan Drake
Lease Billing Supervisor

ACCEPTED:

Director of Finance

Date 10/25/93



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BRINGS US ALL TOGETHER



THE CITY

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A
SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020
FAX: (619) 696-0590

RECEIVED

OCT 22 1992

PROPERTY DEPT.

October 13, 1992

File: Leases - Zoological Society
of San Diego (341 Acres)
C701WW/120/A00

Mr. Doug Myers
Executive Director
ZOOLOGICAL SOCIETY OF SAN DIEGO
P. O. Box 551
San Diego, CA 92112

Dear Mr. Myers:

Re: Extension of Permit

The Zoological Society's permit for the 341 acres of farmland in San Pasqual Valley expires October 31, 1992. Pending approval of a lease agreement for the property, the permit is hereby extended for one year. It will now expire October 31, 1993 or upon execution of the lease agreement by the City Manager, whichever occurs first. Please indicate your concurrence by signing and returning the enclosed copy of this letter in the preaddressed envelope provided.

You will be invoiced for the rent covering the period November 1, 1992 through January 31, 1993.

If you have any questions regarding the matter, please call Bill Svensson, Agricultural Lease Manager, at 236-5548.

Sincerely,

Robert J. Collins
Deputy Director

CVS:jw(2)

Enclosures

cc: Susan Drake
Lease Billing Supervisor

ACCEPTED:

Date 10-20-92



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Printed on Recycled Paper



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CA 92101

OFFICE OF THE
PROPERTY DIRECTOR
236-6144

February 13, 1992

File: Leases - Zoological Society
of San Diego

Mr. Doug Myers
Executive Director
Zoological Society of San Diego
P. O. Box 551
San Diego, CA 92112

Dear Mr. Myers:

Re: License Agreements for Wild Animal Park Property

Per your request, the following license agreements for the above-referenced property are approved:

Terry Parrish - approximately 5 acres for grazing sheep and conducting sheep herding demonstrations.

Steve Dowle - approximately 260 acres for growing forage crops.

Please provide the Property Department, Attention Bill Knowles, with a Certificate of Insurance showing the licensees have the type and amount of insurance outlined in paragraph 6 of the license agreements within 14 days of your receipt hereof. Also, you are advised that prior written approval by the City is required in the event a charge is to be made for sheep herding demonstrations or related activities.

Sincerely,


James L. Spotts
Property Director

JLS:WRK:jw(1)

CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

September 24, 1991

File: Leases - Zoological Society
of San Diego (341 Acres)

Mr. Doug Myers
Executive Director
Zoological Society of San Diego
P. O. Box 551
San Diego, CA 92112

Dear Mr. Myers:

Re: Extension of Permit

The Zoological Society's permit for the 341 acres of farmland in San Pasqual Valley expires October 31, 1991. Pending approval of a lease agreement for the property, the permit is hereby extended for one year. It will now expire October 31, 1992 or upon execution of the agreement by the City Manager, whichever occurs first.

You will be invoiced for the rent covering the period November 1, 1991 through January 31, 1992 around the first of October 1991. Payment will be due the City on or before November 1, 1992.

If you have any questions regarding the matter, please call Bill Knowles at 236-5548.

Sincerely,



James L. Spotts
Property Director

JLS:WRK:jw(2)

☒	MANAGER
☐	CLERK
☐	PROPERTY
☐	ORIGINATOR

April 16, 1991

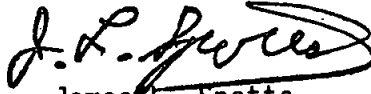
Mr. Doug Myers
Executive Director
Zoological Society of San Diego
P. O. Box 551
San Diego, CA 92112

Dear Mr. Myers:

Your permit for the 341 acres of farmland in San Pasqual Valley expires April 30, 1991. Pending approval of your lease agreement for the property, the permit is being extended for three months. It will now expire July 31, 1991 or upon approval of the agreement, whichever occurs first.

An invoice for \$17,050 covering the rent from May 1 through July 31, 1991 is enclosed. Please remit a check payable to the City Treasurer of San Diego for that amount within 15 days of your receipt hereof.

Sincerely,


James L. Spotts
Property Director

JLS:WRK:jw(1)

Enclosure

cc: Bob McClure, Mgr., Wild Animal Park
Susan Drake, Auditor's Office
Lease Billing Supervisor

See Permit File - 341 acres

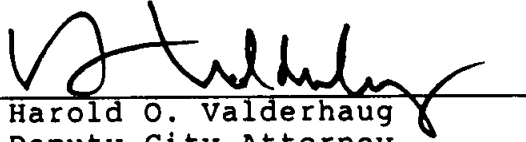
(R-90-2142)

RESOLUTION NUMBER R- 276552ADOPTED ON SEP 17 1990

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to negotiate with the ZOOLOGICAL SOCIETY OF SAN DIEGO for the Society's lease of 341 acres, consisting of three parcels of 280, 37, and 24 acres, respectively, in San Pasqual Valley, which acreage would be used by the Wild Animal Park for growing crops and feed for the Park and Zoo animals, as a buffer zone from any future development along the Park's frontage, and for educational tours that would highlight the diverse natural flora and fauna in the valley.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
06/08/90
Or.Dept:Prop.
Job:490001
R-90-2142
Form=r.none

CITY OF SAN DIEGO, CALIFORNIA
MEMORANDUM

BD-503 (Rev. 11-88)

1. FROM (Name and Dept.) Bill Knowles, Ag. Lease Manager	2. DATE 1/28/91
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3. TO (In order indicated below, for purpose <u>checked at right</u>):	ACTION	PREPARE REPLY	INFORMATION	INQUIRE & REPORT	WRITTEN COMMENT	SIGNATURE NEEDED	RETURN TO ME	COPY FOR YOU	FILE
1. Jim Spotts, Property Director					X				
2. Ann Hix, DEP, M.S. 46					X				
3. Hal Valderhaug, Attorneys M.S. 3A									
4.									
5.									

4. SUBJECT Zoological Society of
Right of Entry Permit - San Diego

5. COMMENTS

Council approved negotiating a lease with the

Zoological Society of San Diego for the 3-parcels

(3.1 acres) shown on Exhibit A to the attached

permit. By the time the lease agreement is reviewed

by the appropriate agencies and Departments and

approved by Council, it will be too late to plant

any 1991 crops.

The permit allows the Wild Animal Park to go

ahead with forage crops pending approval of a lease

agreement for the property. No permanent improvements

are to be installed without prior written approval by

the City Manager.

Bill

FEB 5 RECD

JRB



THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A

SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199

TELEPHONE: (619) 236-6020

FAX: (619) 696-0590

January 10, 1991

Files: Property File - Zoological
Society of San Diego
Job 490001

Zoological Society of San Diego
P. O. Box 551
San Diego, CA 92112

Attention: Mr. Doug Myers

Gentlemen:

Re: Right of Entry Permit - City-Owned Property Consisting of Three Parcels
of 280, 37 and 24 Acres, Respectively, in San Pasqual Valley

The City of San Diego ("City") hereby grants permission to the Zoological Society of San Diego ("Permittee") to enter upon the above-referenced City-owned property ("permit area"), as delineated on the attached Exhibit "A," upon the following terms and conditions:

1. Permittee's use of the permit area shall be limited to the following:
 - a. Growing food, forage and tree crops;
 - b. Educational activities related to the riparian habitat, water conservation, nutrition and such other studies compatible with the property and environment;
 - c. Maintaining zoological gardens for public use and appreciation;
 - d. Zoological and species husbandry propagation and preservation; and
 - e. Such other related and/or incidental purposes as may be approved in writing by the City manager.

Notwithstanding the above, Permittee may at its sole discretion maintain all or any portion of the property as open space.

2. Consideration for granting this permit shall be Seventeen Thousand Fifty Dollars (\$17,050) to be paid on or before February 1, 1991.
3. This permit shall be in effect February 1, 1991 through April 30, 1991.

ORIGINAL

4. Permittee certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$1 million combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Property Department upon execution of this permit.
5. Permittee agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its agents, officers, or employees in performing the work or services herein and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.
6. All risks in connection with Permittee's use of the permit area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
7. Permittee shall not use the permit area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
8. In the event a lease agreement between Permittee and the City of San Diego is executed by the City Manager prior to the expiration of this permit, said permit shall automatically terminate upon the effective date of the agreement.
9. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.
10. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the permit area.
11. Permittee shall not assign any rights granted by this permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this permit.

12. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
13. Maintenance of the permit area shall be the sole responsibility of Permittee during the entire term of this permit.
14. Permittee shall not remove any native trees or shrubs from the premises.
15. Permittee agrees to maintain the existing fencing around the perimeter of the 280-acre parcel.
16. Permittee agrees to fence around the perimeter of any open wells on the premises. The fences are to be draped with red flagging material so as to be highly visible from any direction.
17. Permittee agrees not to install any permanent improvements on the property during the term of this permit without the prior written approval of the City Manager.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the City Property Department, together with your insurance certificate within 10 days from receipt hereof. You will be billed for the first month's rent and \$360 for processing this permit prior to the effective date of said permit.

If you should require additional information or have any questions, please call William R. Knowles, Agricultural Lease Manager, at 236-5548.

Very truly yours,


James L. Spotts
Property Director

JLS:WRK:jw(3)

Attachments

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 22 DAY OF January,
19 91.

ZOOLOGICAL SOCIETY OF SAN DIEGO

By Frederick H. Andrus
FREDERICK H. ANDRUS, Director of Finance

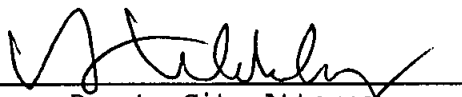
By _____

DEP CLEARANCE VERIFIED

Korda L. Wilson
for Ann Hix
Principal Planner

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

ORIGINAL

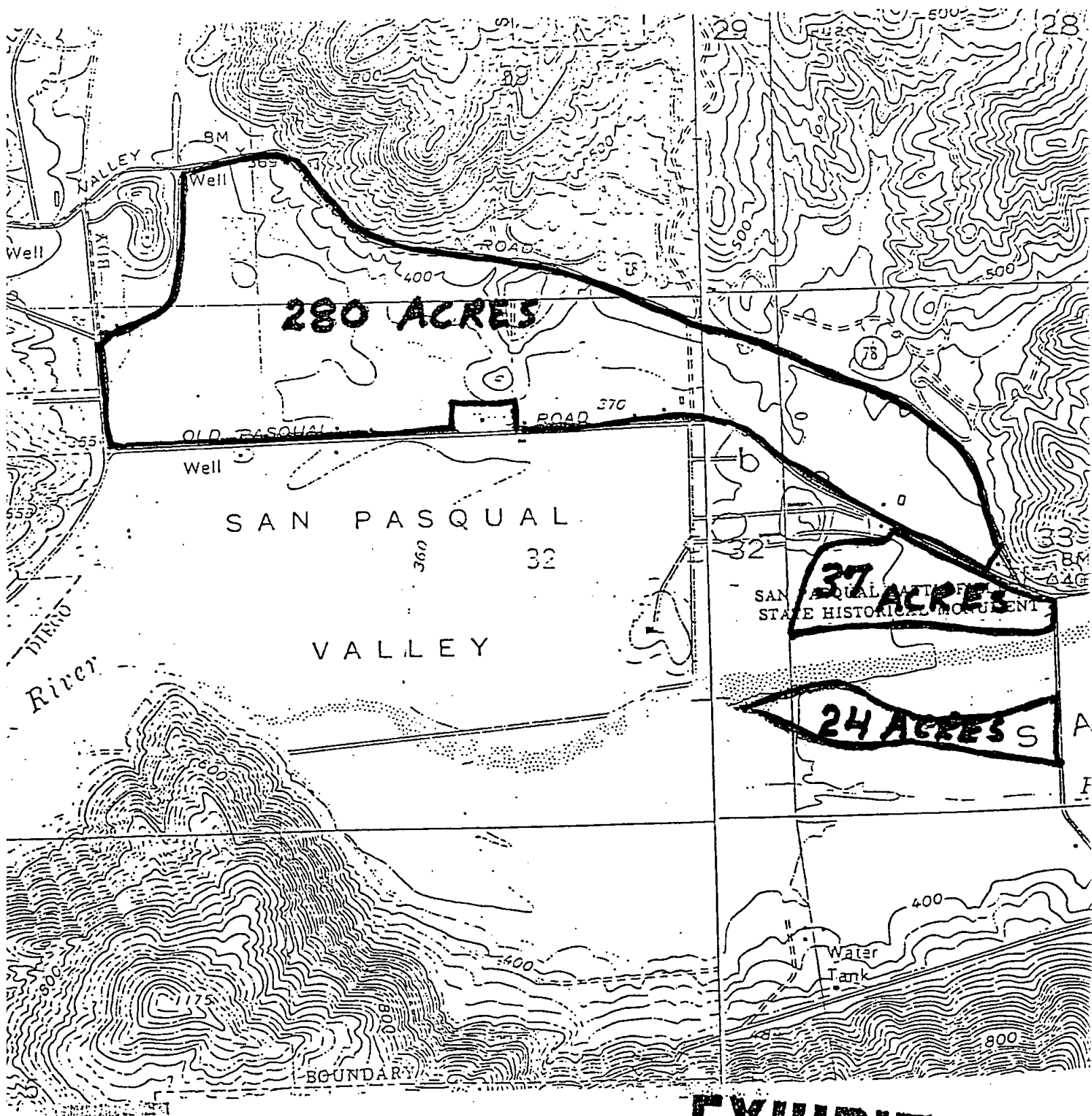


EXHIBIT A

Packing shed, houses and related structures are excluded.