

DEPARTMENT OF TRANSPORTATION

DISTRICT 11

P.O. BOX 85406

SAN DIEGO, CA 92186-5406

PHONE: (619) 688-3178

FAX: (619) 574-1256



February 1, 2000

11-SD-75

P.M. 21.9

E.A. CORBRG

R/W T700070-0001-01

City of San Diego
Property Department
Attn: Mr. Paul Crawford
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Dear Mr. Crawford:

This letter is confirmation of our ongoing telephone conversations regarding the Chicano Park Lease;

A) Coronado Bay Bridge Lease Area No 49 SD (A)

B) San Diego Coronado Bay Bridge Lease Area No 50-SD

We hereby consent to the implementation of the holdover provisions as found in each lease.

We are working to determine which Caltrans function will negotiate a new lease with the City of San Diego.

Please phone Arvydas Petravicius at (619) 688-6855 if you have any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Rosario Ortega".

Rosario Ortega, Chief
Property Management Branch
Right of Way Division

RO/AP/jn

RECEIVED
CITY OF SAN DIEGO
00FEB-4 PM 3:04
REAL ESTATE ASSETS DEPT.

DEPARTMENT OF TRANSPORTATION

DISTRICT 11, P.O. BOX 85406, SAN DIEGO CA 92186-5406



July 31, 1998

11-SD-75
P..M. 21.9
E.A. CORBRG
R/W T70070-0001-01

RECEIVED
AUG 03 1998
REAL ESTATE ASSETS

City of San Diego
Property Department
Attn: Mr. Paul Crawford
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Dear Mr. Crawford:

This letter is confirmation of ongoing telephone conversations regarding the Chicano Park Leases.

On May 20th 1998 two different – “90 Day Notices of Termination of Tenancy and Notice to Quit” were served on the City of San Diego:

- One notice for the Coronado Bay Bridge Lease Area No 49 SD (A).
- One notice for the San Diego Coronado Bay Bridge Lease Area No 50-SD.

Our service intent was to put the City on notice regarding our planned earthquake retrofit project, as required by the Lease Agreements. Subsequent to the service of these notices, we realized they were served in error. As such, this letter is our official retraction of the notices served on 5-20-98.

We believe that current City/State project coordination/cooperation fulfills Lease requirements to put the City of San Diego on notice regarding State's current construction projects.

Please phone A.J. Petravicius at (619) 688-6855 if you have any further questions.

Sincerely,

Rosario Ortega, Chief
Property Management Branch
Right of Way Division

RO/AP:jn

11-SD-75
P.M. 21.9
E.A. CORBRG
R/W T70070-0001-01

90-DAY NOTICE OF TERMINATION OF TENANCY AND NOTICE TO QUIT

TO: City of San Diego-Propety Department – 1200 Third Avenue, Suite 1700, San Diego CA 92101,
Tenant(s) in Possession

NOTICE IS HEREBY GIVEN that, pursuant to the election given to the undersigned Lessor by the provision of paragraph 19 of the Lease dated March 1, 1970, between you and said Lessor, under which you hold possession of the premises described hereinafter, said Lessor has elected to terminate said tenancy and you are hereby required to quit and deliver up possession of said premises to the State of California, Department of Transportation, on or before August 21, 1998. If you fail to do so, the State of California, Department of Transportation, will institute legal proceedings against you to recover possession of said premises, and to declare a forfeiture of said agreement and to recover TREBLE RENTS and DAMAGES.

The said premises are described as follows:

The ground surface and certain air rights of those certain premises situate in the City of San Diego, County of San Diego, State of California, sometimes designated as San Diego-Coronado Bay Bridge Lease Area No. 49SD(A), said leased area being shown on the map or plat attached hereto marked 'Exhibit I', and by this reference made a part hereof, said lease area containing 2.96 acres.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By Rosario Ortega
ROSARIO ORTEGA, Chief
Property Management Branch
Right of Way Division

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the 90-Day Notice of Termination of Tenancy and Notice to Quit of which this is a true copy, on the above-mentioned Occupant(s) in Possession in the manner(s) indicated below:

- ☒ On _____, 19____, I handed the Notice to the Occupant(s).
☒ I handed the Notice to a person of suitable age and discretion at the occupant's residence/business on MAY 20, 19 98.
☐ I posted the Notice in a conspicuous place at the occupant's residence on _____, 19____.
☐ I sent by first class mail a true copy of the Notice to the occupant(s) at (their) his place of residence on _____, 19____.

State of California

Department of Transportation
District 11
4150 Taylor Street
P.O. Box 85406
San Diego, CA 92186-5406

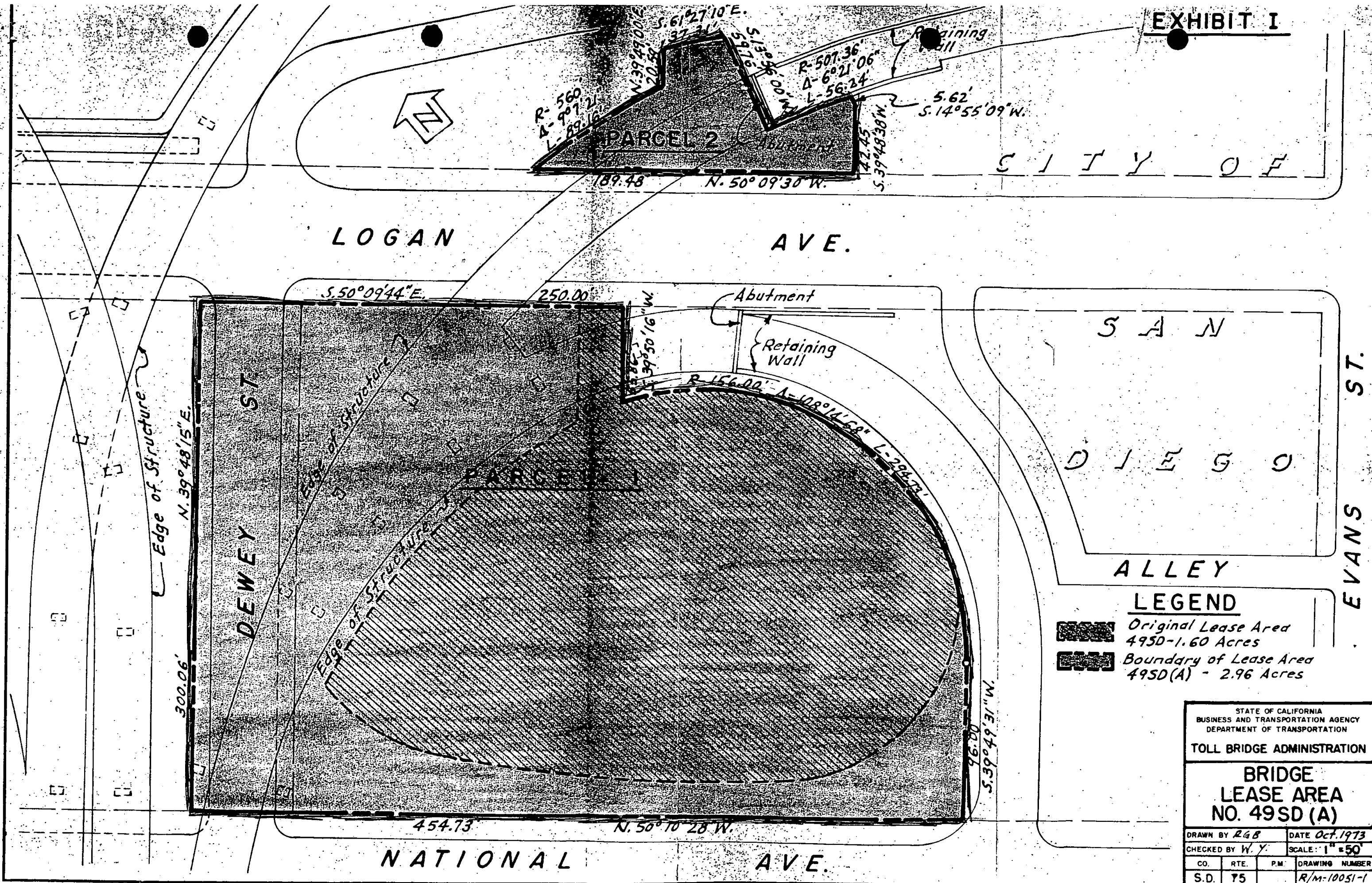


Arvydas J. Petraviccius
Associate Right of Way Agent

(619) 688-6855
FAX (619) 574-1256

_____, 19 98, at SAN DIEGO CA.

Arvydas Petraviccius
Arvydas Petraviccius, Right of Way Agent



STATE OF CALIFORNIA

Property

DEPARTMENT OF TRANSPORTATION DOCUMENT NO. 746342

TOLL BRIDGE ADMINISTRATION FILED FEB 14 1974

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE AMENDMENT covering premises known as Bridge

Lease No. 49SD(A) in the City of San Diego, County of San Diego.

THIS INDENTURE OF LEASE AMENDMENT, made and entered into this 6th day Feb., 1974, by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation (formerly known as Department of Public Works), Toll Bridge Administration (formerly known as Division of Bay Toll Crossings), hereinafter called LESSOR, and the City of San Diego, a Municipal Corporation, acting by and through its City Manager, City Administration Building, San Diego, California 92101, hereinafter called LESSEE.

W I T N E S S E T H

WHEREAS, under a previous lease dated March 1, 1970, Lessor leased to Lessee for a period of thirty (30) years certain premises situate in the City of San Diego, County of San Diego, State of California, sometimes designated as San Diego-Coronado Bay Bridge Lease Area No. 49SD, said previous lease being for the exclusive purpose of constructing and operating a city park and playground area sometimes known as "BAY BRIDGE PARK", said previous lease hereinafter called ORIGINAL LEASE NO. 49SD; and

WHEREAS, subsequent to the execution of Original Lease No. 49SD, Lessor acquired additional property and constructed additional highway ramps connecting the San Diego-Coronado Bay Bridge to Interstate Freeway Route No. 5; and

WHEREAS, because of said additional ~~land~~ construction by Lessor, certain lands now owned and unleased by Lessor have become suitable for development into public park and playground areas; and

WHEREAS, Lessee has requested that portions of said unleased lands be made available to Lessee for the exclusive purpose of constructing and operating additional city park and playground areas; and

WHEREAS, Lessor desires to cooperate with Lessee in the provision of additional park and playground areas for the benefit of the public in the locality of the San Diego-Coronado Bay Bridge; and

WHEREAS, the development of said requested unleased lands of Lessor into public park and playground areas will reduce maintenance costs of Lessor and will enhance the beauty of the approaches to the San Diego-Coronado Bay Bridge,

NOW, THEREFOR, IT IS HEREBY AGREED:

(1) That the last paragraph on page one of the Original Lease No. 49SD is amended to read as follows:

"That the Lessor, for and in consideration of the covenants, conditions, agreements, and stipulations of the Lessee expressed, does hereby demise and lease unto the said Lessee, and the Lessee hereby hires from the Lessor, the ground surface and certain air rights of those certain premises situate in the City of San Diego, County of San Diego, State of California, sometimes designated as San Diego-Coronado Bay Bridge Lease Area No. 49SD(A), said leased area being shown on the map or plat attached hereto marked 'Exhibit I', and by this reference made a part hereof, said lease area containing 2.96 acres."

(2) That the terms "Department of Public Works" and "Department of Transportation" shall be interchangeable, and that the terms "Division of Bay Toll Crossings" and "Toll Bridge Administration" shall be interchangeable.

(3) That all other terms and conditions of the Original Lease No. 49SD shall remain as originally written.

IN WITNESS WHEREOF, this indenture has been executed in triplicate by the parties hereto as of the date herein first above written.

ATTEST

Edward Nilsen
City Clerk

CITY OF SAN DIEGO
a Municipal Corporation and
political subdivision of the
State of California

By *Paul E. Dominguez*
DEPUTY (Lessee) City Manager

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
TOLL BRIDGE ADMINISTRATION

By *Howard Ullrich*
Lessor

EXHIBIT I RIGHT OF ENTRY

CITY OF

LOGAN

AVE.

SAN

DIEGO

ALLEY

EVANS ST.

DEWEY ST.

PARCEL 2

PARCEL 1

LEGEND

-  Original Lease Area
49SD-1.60 Acres
-  Boundary of Lease Area
49SD(A) - 2.96 Acres

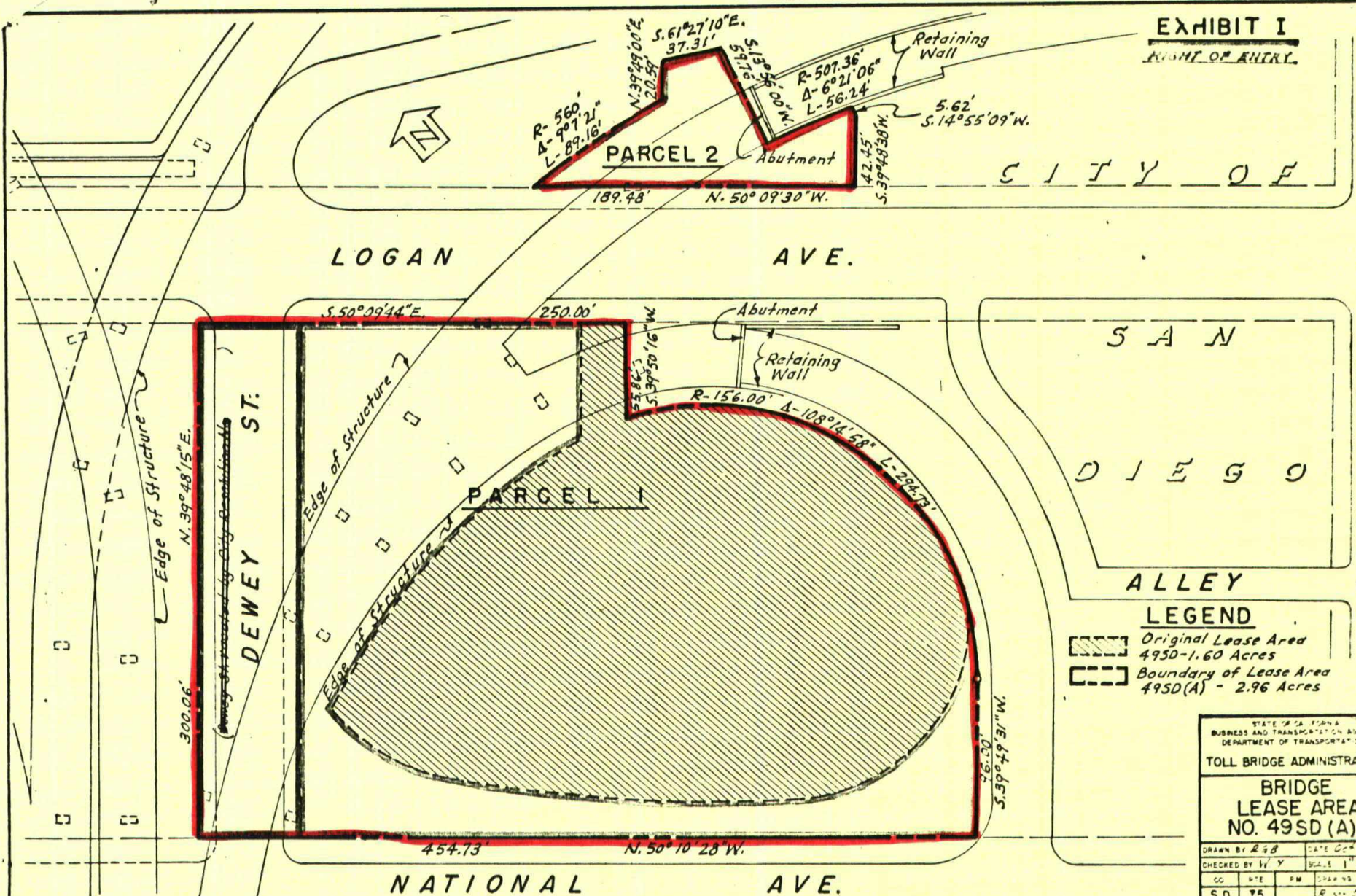
STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
TOLL BRIDGE ADMINISTRATION

BRIDGE
LEASE AREA
NO. 49SD (A)

DRAWN BY	RJB	DATE	Oct 1973
CHECKED BY	WY	SCALE	1" = 50'
CC	ATE	PM	CHAS NS 11/10/73
SD	75		R 11/10/73

NATIONAL

AVE.



Proposed #5A

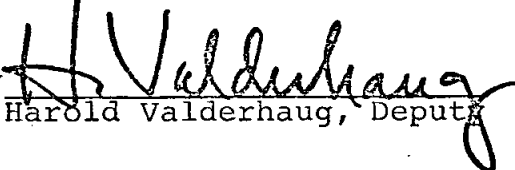
RESOLUTION No. 209762

Adopted on JAN 29 1974

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

That the City Manager be and he is hereby authorized to execute, for and on behalf of said City, an Amended Lease with the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, TOLL BRIDGE ADMINISTRATION, amending that certain Lease Agreement on file in the office of the City Clerk as Document No. 732347, which amended lease provides for an increase in land area from 1.6 acres to approximately 2.96 acres in the Bay Bridge Park, under the terms and conditions set forth in the form of Amended Lease on file in the office of the City Clerk as Document No. 746222.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold Valderhaug, Deputy

Passed and adopted by the Council of The City of San Diego
on January 29, 1974, by the following vote:

YEAS: Johnson, O'Connor, Hubbard, Williams, Morrow, Martinet,
Ellis, Bates.

NAYS: None.

ABSENT: Wilson.

AUTHENTICATED BY:

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

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By YOLANDA LIMON, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 209762

passed and adopted by the Council of The City of San Diego,
California, on January 29, 1974.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By *Yolanda Limon*, Deputy.

PROPERTY DEPARTMENT

December 24, 1973

Lease Amendment - Logan Avenue Youth Center/Bay Bridge (Chicano) Park

1

Authorizing the City Manager to amend a lease (City Document No. 732347 of June 25, 1970) with the State of California, Department of Transportation, Toll Bridge Administration.

COST TO CITY: None.

BASIC TERMS: The property is located within the area west of I-5 between Evans and Dewey Streets and east of National Avenue. This amendment increases the area now under lease from approximately 1.6 acres to 2.96 acres. All other terms and conditions of the original lease remain the same.

ENVIRONMENTAL ASSESSMENT: Two Environmental Assessments were submitted, Case Nos. 73-11-005C and 73-11-006C and Notices of Negative Declaration cleared for both without appeal on December 11, 1973 and December 17, 1973, respectively.

COMMENTS: The expansion of this lease area will enable the award of contracts for park improvements which have been previously authorized by Council action of December 13, 1973.

HANDLING: DO NOT RECORD. Return original and two copies to Property Department for transmittal to State of California.

T. E. Coffey:jh

5A

6020

x Park & Rec.
Dir.

x EQD

Job 10010

Dwg. Bridge Lease Area #49 SD (A)

cc: Docket w/supp. info.

December 27, 1973

Lease Amendment Logan Avenue Youth Center/Bay Bridge (Chicano) Park

The existing lease between the City and the State of California covering 1.6 acres of State land known as Bay Bridge Park was executed in June, 1970. This amendment adds approximately 1.3 acres which were utilized for interim off-ramps when the bridge was constructed and therefore were not included in the original lease. This additional area became available since completion of permanent viaducts and is included within the plans and specifications for the park development which were approved December 13, 1973.

Blair/MacFarlane/Coffey

Job 10010

ADOPTED ON

DEC 13 1973

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

1. That all bids theretofore received on August 28, 1973, pursuant to publication of notice calling for bids on CONSTRUCTION OF LOGAN AVENUE YOUTH CENTER AND BAY BRIDGE (CHICANO) PARK are hereby rejected; and
2. That the Environmental Impact Reports No. 73-1-005C, No. 73-1-006C dated April 11, 1973 and amended on November 16, 1973, and Report #73-11-005C for which the appeal expiration date is 12-11-73, filed in the office of the City Clerk be and the same are hereby adopted.
3. That the plans and specifications for the furnishing of all labor, material, tools, equipment, transportation and other expense necessary or incidental for CONSTRUCTION OF LOGAN AVENUE YOUTH CENTER AND BAY BRIDGE (CHICANO) PARK, San Diego, California, filed in the office of the City Clerk of the City of San Diego, California on DEC 7 1973, and bearing official Document No. 745580 be, and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Council has ascertained the current or prevailing rate of per diem wages paid by private employers in the City for each craft or type of workman or mechanic needed to execute the contract, and does hereby declare that the wage scale included in said specifications is the said current or prevailing rate for the various crafts therein mentioned.

BE IT FURTHER RESOLVED, that the Purchasing Agent of the City of San Diego be, and he is hereby authorized and directed to proceed to publish in accordance with law, notice to contractors calling for bids for the work hereinabove described, in accordance with the plans and specifications hereinabove referred to.

APPROVED: John W. Witt, City Attorney

By _____

Deputy

Property #5A

RESOLUTION No. 209762

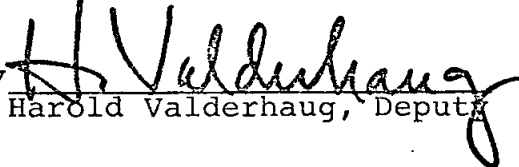
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APPROVED: JOHN W. WITT, City Attorney

By


Harold Valderhaug, Deputy

nr/1-8-74

Passed and adopted by the Council of The City of San Diego
on January 29, 1974, by the following vote:

YEAS: Johnson, O'Connor, Hubbard, Williams, Morrow, Martinet,
Ellis, Bates.

NAYS: None.

ABSENT: Wilson.

AUTHENTICATED BY:

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

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By YOLANDA LIMON, Deputy.

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EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By *Yolanda Limon*, Deputy.

PROPERTY DEPARTMENT

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T. E. Coffey:jh

5A

6020

x Park & Rec.
Dir.

x EQD

Job 10010

Dwg. Bridge Lease Area #49 SD (A)

cc: Docket w/supp. info.

December 27, 1973

Lease Amendment Logan Avenue Youth Center/Bay Bridge (Chicano) Park

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Blair/MacFarlane/Coffey

Job 10010

ADOPTED ON

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BE IT FURTHER RESOLVED, that the Purchasing Agent of the City of San Diego be, and he is hereby authorized and directed to proceed to publish in accordance with law, notice to contractors calling for bids for the work hereinabove described, in accordance with the plans and specifications hereinabove referred to.

APPROVED: John W. Witt, City Attorney

By _____

Deputy

LOGAN

AVENUE

"EXHIBIT A"

DEWEY STREET

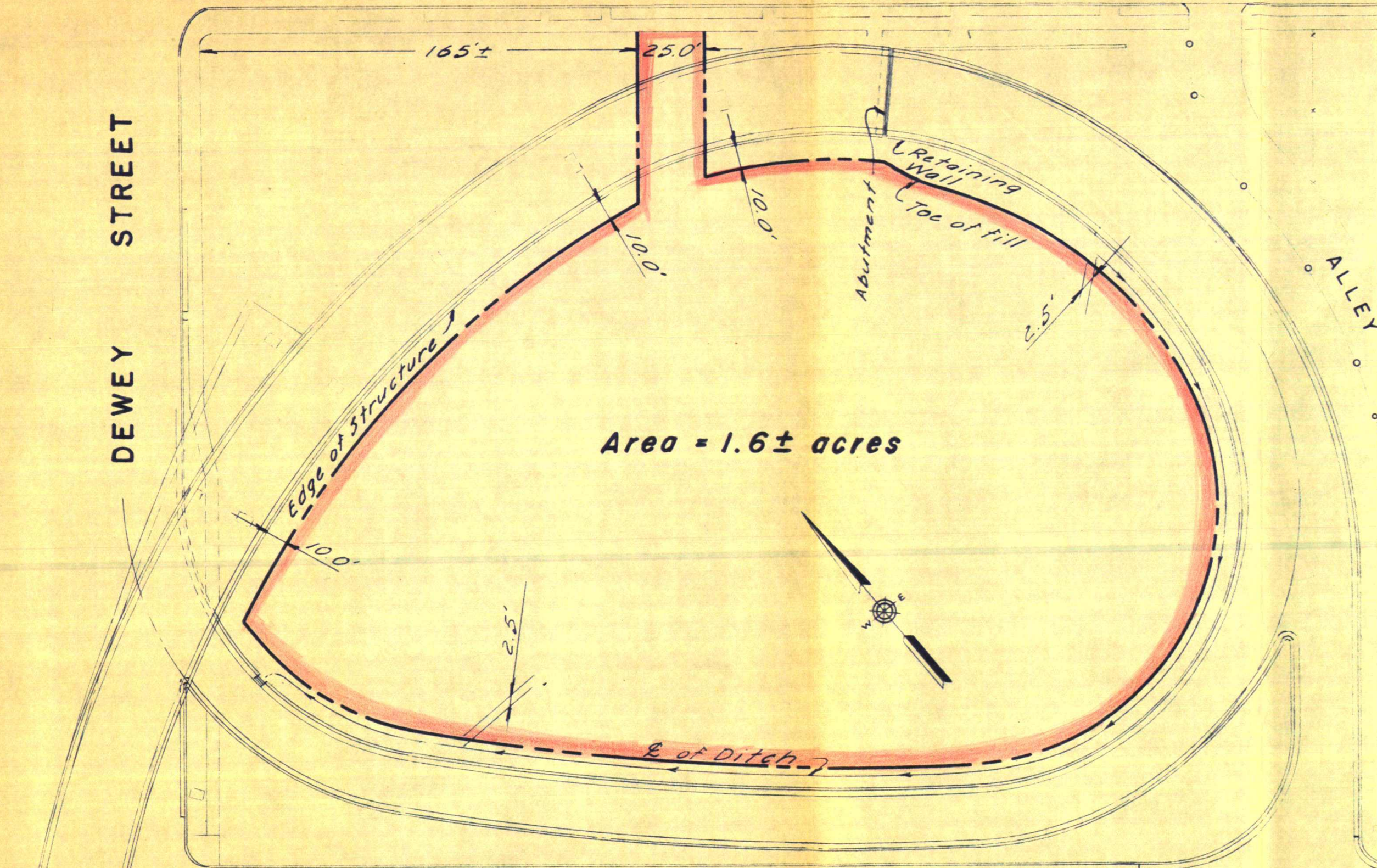
ALLEY

CITY OF
SAN
DIEGO

NATIONAL

AVENUE

Area = 1.6± acres

STATE OF CALIFORNIA
HIGHWAY TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS
DIV. of BAY TOLL CROSSINGSBRIDGE
LEASE AREA
NO. 49SD

DRAWN BY	GFS	DATE	7-7-69
CHECKED BY	WY	SCALE:	1" = 40'
CO.	RTE.	P.M.	DR. NO.
S.D.			

FILED JUN 25 1970

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIAAGREEMENT

This AGREEMENT made and entered into this first day of March, 1970, by and between the STATE of CALIFORNIA, Department of Public Works, acting by and through the Division of Bay Toll Crossings, hereinafter referred to as "DIVISION", and the City of San Diego, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the California Toll Bridge Authority directed DIVISION to construct a toll bridge across San Diego Bay from the City of Coronado to the City of San Diego; and

WHEREAS, the California Toll Bridge Authority sold revenue bonds to finance the construction of said toll bridge; and

WHEREAS, the CITY has requested that a certain area in the San Diego Approach to said toll bridge be made available for development into a CITY park; and

WHEREAS, the property in question is under the control and jurisdiction of the DIVISION, and the DIVISION desires to cooperate and participate in every way possible with the local agency; and

WHEREAS, said CITY park located in the San Diego Approach to said bridge will enhance the beauty of the area and relieve DIVISION of maintenance cost; and

WHEREAS, CITY has agreed to construct, operate, and maintain proposed park; and

WHEREAS, CITY will be able to provide necessary park and recreational facilities for residents in the vicinity of State toll bridge,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION I

DIVISION AGREES:

1. To lease to the CITY the area shown in red on the map attached hereto marked "Exhibit A", and by this reference made a part hereof.

2. That the terms and conditions of the lease shall be set forth in the exhibit attached hereto marked "Exhibit B", and by this reference made a part hereof.

3. To participate in the development of said park in the amount of \$5,000. The specified amount will be paid to the CITY in a lump sum payment upon demand after the park is completed. Said payment represents amount the State would have spent to landscape the area for other than park purposes.

SECTION II

CITY AGREES:

1. To lease area shown in red on the map attached hereto and marked "Exhibit A" under the terms and conditions set forth in the attached "Exhibit B".

2. To prepare plans and specifications for the CITY park, such plans and specifications to be subject to the review and approval of State insofar as they affect the DIVISION.

3. To cause to be performed in accordance with the plans and specifications all work to construct the said park.

4. To bear all engineering and construction costs required to complete the park, except for State's participation in such construction cost as provided in Section I, Paragraph 3.

5. To construct, reconstruct, operate, and maintain said park, including, but not limited to, access roadway, drainage facilities, fencing, landscaping.

6. To bear all expense of maintenance for facilities to be maintained by CITY as provided in Section II, Paragraph 5, hereof, and to make no claim against DIVISION for such maintenance expense.

SECTION III

IT IS UNDERSTOOD AND AGREED that neither DIVISION nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold DIVISION harmless from any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement.

IT IS UNDERSTOOD AND AGREED that neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by DIVISION under or in connection with any work, authority, or jurisdiction not delegated to CITY under this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that, pursuant to Government Code Section 895.4, DIVISION shall fully indemnify and hold CITY harmless from any damage or liability occurring by reason of anything done or omitted to be done by DIVISION under or in connection with any work, authority, or jurisdiction not delegated to CITY under this Agreement, or arising out of any claim for denial of access or damages to property in connection with the closing or rearrangement of city streets pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective officers, duly authorized: By the CITY, this 21st day of April, and by the DIVISION, this 15th day of June, 1969.70

STATE OF CALIFORNIA
Acting through the
Department of Public Works
Division of Bay Toll Crossings

J. F. Maloney
Deputy Director J. F. Maloney

CITY OF SAN DIEGO

APPROVED AS TO FORM AND
PROCEDURE

Richard C. East
Attorney, State of California

by: John W. Witt
Clifton E. Paul
City Attorney

by Walter Zahn, Jr.
City Manager

by _____

EXHIBIT B

San Diego-Coronado Bay Bridge
Bridge Lease Area No. 49SD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BAY TOLL CROSSINGS

LEASE covering premises known as [redacted] No. 49SD in the City of San Diego, County of San Diego

THIS INSTRUMENT OF LEASE, made and [redacted] 1st day of March, 1970, by and between the STATE OF CALIFORNIA acting by and through its Department of Public Works, Division of Bay Toll Crossings, hereinafter called the "Lessor", and the City of San Diego, a Municipal Corporation, [redacted] through its City Manager, City Administration Building, San Diego, California 92101, hereinafter called the "Lessee".

W I T N E S S E T H

That the Lessor, by and in consideration of the covenants, conditions, agreements, and [redacted] Lessee expressed, does hereby [redacted] Lessee, and the Lessee hereby [redacted] surface and certain air rights [redacted] situate in the City of San Diego, County of San Diego, State of California, sometimes [redacted] Bay Bridge Lease Area No. 49SD [redacted] on the map or plat attached [redacted] this reference made a part [redacted] 69,695± square feet.

*to be changed
in annex
form*

SUBJECT to all easements, covenants, conditions and restrictions, recorded and unrecorded.

TO HAVE AND TO HOLD the leased premises together with the appurtenances, fixtures, rights, privileges, and easements thereunto belonging or appertaining unto the Lessee for the term of thirty (30) years, commencing on the 1st day of March, 1970, and ending on the 29th day of February, 2000, at a total rental of THREE THOUSAND AND NO/100 DOLLARS (\$3,000), payable in annual installments of \$100, in advance, in cash, to the Lessor, at the office of the State of California, Division of Bay Toll Crossings, 151 Fremont Street, San Francisco, California, or mailed to Division of Bay Toll Crossings, 151 Fremont Street, San Francisco, California 94105, starting on the 1st day of March, 1970 and on or before the first day of each and every March thereafter.

The parties hereto covenant and agree as follows:

(1) The leased premises shall be used during the tenancy hereof exclusively for the purpose of constructing and operating a park and playground area to be known as ~~CONDADO~~ BAY BRIDGE PARK".

(2) The Lessee shall not install facilities for, nor operate on the premises, a gasoline supply station; nor shall vehicles used or designed for the transportation of gasoline or petroleum products be permitted on the premises; nor shall bulk storage of gasoline or petroleum products be permitted on the premises.

(3) No improvements shall be placed in, on or upon the leased premises other than those shown on drawing dated February 16, 1970, entitled "CORONADO BAY BRIDGE PARK", Drawing No. 14158-D, without the consent and approval of the Lessor having been obtained in writing under penalty of forfeiture of this lease and the payment of damages by Lessee. The design and placement of all equipment, play apparatus, paving, planter boxes, curbing, gutters, sidewalks, fencing, gages, drainage facilities, and screen planting, as well as any contour grading, will be at the written consent and approval of the Division of Bay Toll Crossings and subject to obtaining an Encroachment Permit from the Division of Bay Toll Crossings.

(4) No storage of materials deemed by the Lessor to be a potential fire or other hazard to the highway will be permitted, and the operation and maintenance of the space will be subject to regulation by the Lessor to protect against fire or other hazard impairing the use, safety, and appearance of the highway. The occupancy and use of the area shall not be such as will permit hazardous or unreasonable objectionable smoke, fumes, vapors, or odors, to rise above the grade line of the highway, nor shall any activities be allowed within the leased area which may be hazardous to users of the highway facility.

(5) Lessee agrees:

(a) To pay all taxes and assessments that may be legally assessed, including any taxes or assessments on

Lessee's possessory interest, or on any improvements or equipment placed by Lessee on said premises during the continuance of the tenancy hereby created, and reconizes that such tax payment shall not reduce any rent due the Lessor hereunder and any such tax shall be the liability of and be paid by the Lessee;

(b) To pay all charges for water furnished to the hereindescribed premises through a meter to be contracted for by Lessee, if any; and

(c) To pay all charges for electricity furnished or supplied to or upon any part of the leased premises, if any; and that said electricity shall enter said leased premises through a meter to be contracted for by the Lessee.

(6) The Lessee is permitted to erect such directional or operational signs as may be required. All signs shall be subject to the approval of the Lessor. All signs shall be designed so as to blend harmoniously with the area as developed.

(7) No vending of any kind or character shall be conducted, permitted, or allowed upon the leased premises.

(8) The Lessee shall, at his sole expense, keep and maintain the leased premises and the area outside thereof lying between the boundaries of the premises and the adjacent street curbs, free of all weeds, debris and inflammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition. A high standard of cleanliness, consistent with the location of the area as an adjunct of the State of California Highway System, will be required.

(9) The Lessee shall secure all necessary permits

required in connection with the operations on the leased premises and shall comply with all Federal, State and local statutes, ordinances, or regulations which may affect in any respect Lessee's use of the leased premises.

(10) The Lessee, at Lessee's own cost and expense shall maintain said premises, including, but not limited to maintenance and repair of all driveways and fences heretofore, or hereafter installed, that are damaged from within the leased premises during the term of this lease by the Lessee, his employees or agents, or third parties. The Lessee shall take all steps necessary to effectively protect the fences. The Lessee shall be liable to and shall reimburse the Lessor for any damage to said fences and other bridge and ramp appurtenances in any way resulting from or attributable to the use and occupancy of said premises by the Lessee, or any person entering upon the same with the consent of the Lessee, expressed or implied. Proposed plans for driveways, fence openings, wheel rails, surfacing and lighting shall be filed with and approved by the Lessor prior to the commencement of any work hereunder by the Lessee.

(11) That this lease is made upon the express condition that the State of California, its officers, agents and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or

causes whatsoever while in, upon, or in any way connected with the said leased premises (such premises including but not being limited to all the area enclosed within the fence to be constructed in accordance with the drawing of Lessee's proposed plan of construction), or the sidewalks adjacent thereto during the term of this lease or any extension hereof, or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless the State of California, its officers, agents, and employees from all liability, loss, cost, and obligations on account of, or arising out of any such injuries or losses however occurring, provided, however, that this hold harmless clause between Division and City shall not apply to any injury, death or damage caused by the State of California, its officers, employees, or authorized agents.

(12) The Lessee shall not assign this lease in any event and shall not sublet the leased premises except with the prior written approval of Lessor.

No holding over by Lessee shall operate to renew this lease without the written consent of the Lessor endorsed thereon.

Should the Lessee hold over after the expiration of the term of this lease, with the consent of the Lessor, expressed or implied, said tenancy shall be deemed to be a tenancy only from month-to-month subject otherwise to all of the terms and conditions of this lease so far as applicable.

(13) The Lessor specifically reserves the right of entry by any authorized officer, engineer, employee, contractor, or agent of the Lessor for the purpose of inspecting said premises, or the doing of any and all acts necessary or proper on said premises in connection with the protection, maintenance, reconstruction, and operation of the bridge structures and its appurtenances; provided, further, that the Lessor reserves the future right at its discretion to immediate entry upon the leased premises and to take immediate possession of the same only in case of national or other emergency, or for the purpose of preventing sabotage, and for the protection of said bridge structures, in which event the term of this lease shall be extended for a period equal to the emergency occupancy by the Lessor and during said period Lessee shall be relieved from the performance of all conditions of covenants specified herein.

(14) This lease shall not be recorded.

(15) The Lessor hereby covenants and agrees with the Lessee that the Lessee, keeping and performing the covenants and agreements herein contained on the part of the Lessee to be kept and performed, shall at all times during the said tenancy, peaceably and quietly have, hold and enjoy the leased premises without suit, trouble or hindrance from the Lessor; provided, however, and it is further agreed, that if any rent shall be due and unpaid after the same shall become payable as aforesaid; or if the Lessee shall not perform and fulfill each and every one of the conditions and covenants

herein contained to be performed by said Lessee; or if Lessee attempts to sell or assign this lease without the written consent of Lessor; said act or acts of omission or commission may at the option of the Lessor constitute a forfeiture of all rights under the voiding of and the ending of the term of this lease, and the further occupancy of said leased premises after such forfeiture by said Lessee shall be deemed held and taken as a forcible detainer thereof by said Lessee; and said Lessor may without notice re-enter and take possession with or without force, and with or without force, and with or without legal process, evict and disposses said Lessee from said above leased premises; and if any suit be brought by the Lessor against the Lessee to recover any rent, or for the breach of any condition or covenant herein contained by said Lessee, or any summary action be brought by said Lessor for forfeiture of this lease, or to recover possession of said leased premises, said Lessee agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount not exceeding five hundred dollars (\$500) which shall be ascertained and fixed by the Court.

(16) In the event of the termination of the within lease by the expiration thereof, or for any other reason, the Lessee will peaceably and quietly leave, surrender and yield up to the Lessor all and singular the leased premises with

said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, public calamity, by the elements, or by act of God, excepted. Any signs or other appurtenances placed on said premises pursuant to any provision hereof are the personal property of Lessee and shall be removed by Lessee upon the termination of the lease and said premises shall be restored to their previous condition with the exception of surfacing, curbs, wheel rails, column guards, landscaping, drainage facilities, fencing and gates, all at the expense of the Lessee provided that if any such signs or other appurtenances are not so removed after thirty (30) days' written notice from the Lessor to said Lessee, the Lessor may proceed to remove the same and to restore the premises, and the Lessee shall pay the Lessor upon demand the reasonable cost and expense to it of such removal and restoration, or the Lessor may, in its absolute discretion, elect to declare the same the property of the State, whereupon all rights, title and interest of the Lessee therein shall forthwith terminate.

(17) TIME is the essence of each and all of the terms and provisions of this lease.

(18) Notwithstanding anything herein contained to the contrary, this lease may be terminated and the provisions of this lease may be altered, changed, or amended by mutual consent of the parties hereto.

(19) Should it become necessary to utilize the leased premises for purposes of expansion or reconstruction of the existing bridge structure, which expansion or reconstruction shall cause the acquisition of the lease premises, Lessor shall give Lessee ninety (90) days prior notice in writing, and further shall reimburse Lessee for the depreciated cost of improvements made to the leased premises by Lessee.

In the event of cancellation by the Lessor, said notice shall be served upon the Lessee at his address shown on Page 1 of this lease. In the event of cancellation by Lessor, care of the Division of Bay Toll Crossings, 151 Fremont Street, San Francisco, California, or mailed to Division of Bay Toll Crossings, 151 Fremont Street, San Francisco, California 94105.

(20) Notwithstanding anything herein contained to the contrary, it is understood and agreed by and between the parties hereto that the Lessee shall submit detailed plans covering all improvements to be placed on the leased premises as set forth in Clause (3) herein. Further, a detailed list of all plants shall be submitted for approval prior to installation. All construction of paving, fencing and drainage facilities shall be in accordance with standard specifications issued by State of California, Business and Transportation Agency, Department of Public Works, Division of Highways, dated January 1969. All reinforced concrete pipes should be Class II 1350 D

and all corrugated metal pipes should be 16 gauge bituminous coated. All drop inlets that drain air blown mortar "v" ditches shall have appropriate side openings.

(21) The terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of any approved successor or assignee of the Lessee, as well as to any assignee or legal successor of Lessor.

(22) It is further understood and agreed that Lessee shall provide for adequate police protection and patrol at all times including night hours. The purpose of said patrol should be to see that there is no all-night parking of motor vehicles as well as no loitering on or about the premises.

(23) The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that

(a) No person, on the ground of race, color or national origin shall be excluded from participation in,

be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

(b) That in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, by first tier subcontractors in the selection and retention of second tier subcontractors,

(c) That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation and vehicle servicing) constructed or operated on, over, or under the space of the right of way, and

(d) That the Lessee, shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate this lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

IN WITNESS WHEREOF, this indenture has been executed in triplicate by the parties hereto as of the date herein first above written, acting by and through its proper officers and officials, they having been first thereunto duly authorized by resolution regularly introduced and adopted, a copy of which is attached.

CITY OF SAN DIEGO
a Municipal Corporation and
political subdivision of the
State of California

By Walter Hahn Jr.
(Lessee) City Manager

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BAY TOLL CROSSINGS

ATTEST

John Lockwood
City Clerk

By J. F. Maloney
(Lessor) Deputy Director

RESOLUTION No. _____

199553

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Grim

Adopted on 4-21-70

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

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City an agreement between the STATE OF CALIFORNIA, as lessor, and The City of San Diego, as lessee, leasing vacant land between the on-ramp structures in the San Diego approach to the San Diego-Coronado Bay Bridge, for a term of thirty (30) years ending February 29, 2000, at a rental of \$100.00 per year, for the purpose of constructing and operating a park and playground area to be known as "Bay Bridge Park," under the terms and conditions set forth in the form of agreement, on file in the office of the City Clerk as Document No. 731722.

APPROVED: JOHN W. WITT, City Attorney

By _____
Clifton E. Reed, Deputy

rb/4-28-70
Revised