

COPY

THE CITY OF SAN DIEGO

Flat Rate Lease

DOCUMENT NO. 00-17592

FILED JAN 28 1991

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE OUTLINE

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
SECTION 1: USES		
1.01	Premises	1
1.02	Uses	1
1.03	Quiet Possession	2
1.04	Easements and Reservations	2
1.05	Competent Management	2
SECTION 2: TERM		
2.01	Commencement	3
2.02	Right to Extend	3
2.03	Holdover	3
2.04	Surrender of LESSEE'S Interest	3
SECTION 3: RENT		
3.01	Rent	3
3.02	Time and Place of Payment	3
SECTION 4: INSURANCE RISK		
4.01	Insurance	4
SECTION 5: ASSIGNMENT		
5.01	Assignment - Sublease	4
5.02	Lease Encumbrances	4
5.03	Default	4
5.04	Waiver	5
5.05	Eminent Domain	5
SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS		
6.01	Improvements	5
6.02	Ownership of Improvements	6
6.03	Hold Harmless	6
6.04	Compliance with FCC Regulations	7
6.05	Maintenance	7
6.06	Utilities	7
6.07	Unavoidable Delay	7
SECTION 7: SPECIAL PROVISIONS		
7.01	New or Modified System	7

LEASE OUTLINE

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
	7.02 System Placed in Operation	7
	7.03 LESSEE'S Rights to Improve the Premises	7
SECTION 8:	GENERAL PROVISIONS	
	8.01 Notices	9
	8.02 Compliance with Law	9
	8.03 LESSEE Approval	9
	8.04 Nondiscrimination	9
	8.05 Partial Invalidity	9
	8.06 Legal Fees	10
	8.07 Number and Gender	10
	8.08 Captions	10
	8.09 Entire Understanding	10
SECTION 9:	SIGNATURES	
	9.01 Signature Page	11

CITY OF SAN DIEGO
FLAT RATE LEASE

THIS LEASE AGREEMENT is executed between PACIFIC BELL, hereinafter called "LESSOR," and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "LESSEE."

SECTION 1: USES

- 1.01 Premises. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
- 1.02 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of constructing during the term of the lease a communications tower approximately ninety (90) feet high and two (2) single-story pre-engineered buildings of approximately twelve (12) feet by twenty-four (24) feet for installation, maintenance, repair, alteration and operation of radio transmitting and receiving equipment thereon and such other transmitting and receiving equipment as LESSOR may from time to time consent to in writing and for no other purpose or purposes whatsoever.
 - a. LESSOR agrees to allow LESSEE use of said leased premises for electronic communications or transmission purposes, and LESSOR agrees and covenants for itself that it will not interfere electronically with LESSEE'S operations on Black Mountain. LESSEE, in turn, will permit no electronic interference with LESSOR'S operations.
 - b. LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by LESSOR.
 - c. LESSOR and LESSEE agree that to effectuate their agreements of noninterference, modification of their operations or additions of protective devices will be utilized to ensure noninterference. LESSOR acknowledges LESSEE'S operations of public safety radio systems.

In all other instances, the parties shall make every effort to coordinate frequencies as required by the Federal Communications Commission (FCC).

1.03 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If LESSOR for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to LESSOR'S, then and in either of such events, this lease shall not be voidable nor shall LESSOR be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by LESSOR a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

1.04 Easements and Reservations.

- a. LESSOR hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. LESSOR reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable.
- c. LESSOR has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, LESSOR shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from LESSOR exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by LESSOR. LESSOR will pay the costs of maintenance and repair of all LESSOR installations made by LESSOR pursuant to these reserved rights.

1.05 Competent Management. Throughout the term of this Lease Agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of LESSOR. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a radio communication system and related activities in a fiscally responsible manner.

SECTION 2: TERM

- 2.01 Commencement. The term of this agreement shall be twenty (20) years commencing on the first day of the calendar month following execution by LESSOR. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by LESSOR.
- 2.02 Right to Extend. Provided that LESSEE is not in default of this lease, LESSEE has the right to extend this lease once for an additional term of ten (10) years. All other terms and conditions of the agreement would remain the same.
- 2.03 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect. The holdover tenancy may be terminated by either party providing the other 36 months prior written notice.
- 2.04 Surrender of LESSEE'S Interest. At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to LESSOR free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe and sanitary condition.

SECTION 3: RENT

- 3.01 Rent.
- a. Rent. \$150.00 per month for the period ending three (3) months following the commencement of this lease or upon occupancy, whichever event first occurs. Thereafter, the annual rental shall be \$6,000 with rental increases as specified in Section 3.01(b).
- b. Rental Increases. At the end of the first year following the effective date of the lease and each year thereafter, the annual rent provided for above shall be increased by five percent (5%) of the then applicable rent.
- 3.02 Time and Place of Payment. Rent is due annually in arrears on or before the first day of each annual anniversary. Checks should be made payable to Pacific Bell, Attention Real Estate, and mailed to 525 "B" Street, Room 1600, San Diego, California 92101. The place and time of payment may be changed at any time by LESSOR upon thirty (30) days' written notice to LESSEE.

SECTION 4: INSURANCE RISK

4.01 Insurance. LESSEE agrees that from and after the date of the execution of this Lease and continuing throughout the term of this Lease, and any extension thereof, LESSEE will be self-insured against the risks covered by the following types of insurance:

- (i) General Public Liability Insurance with limits not less than \$100 Million each occurrence of Bodily Injury and \$100 Million each occurrence of Property Damage; and
- (ii) Fire and Extended Coverage Insurance covering the leased premises.

LESSEE employs a full-time staff of qualified claims investigators to investigate and adjust claims, all claims must be submitted to LESSEE for processing in the event of a loss. LESSEE agrees to provide to LESSOR evidence of insurance or its ability to self insure upon request by LESSOR.

SECTION 5: ASSIGNMENT

5.01 Assignment - Sublease. LESSEE shall not assign or transfer the whole or any portion of this lease or any interest therein, nor sublease the whole or any portion of the leased premises, nor contract for the management, operation or possession of the leased premises voluntarily or by operation of law without the written consent of LESSOR. LESSOR'S consent shall not be unreasonably withheld and in the case of sublessees, LESSOR acknowledges LESSEE'S intent to sublease to other governmental agencies.

5.02 Lease Encumbrances. LESSEE understands and agrees that it cannot encumber the lease, leasehold estate and the improvements thereon by a mortgage or other security instrument to secure any debt of LESSEE without the prior express written consent of LESSOR, in each instance, having been first obtained. If any deed of trust, mortgage or other security instrument that encumbers the Lease, leasehold estate and the improvements thereon is entered into by LESSEE without LESSOR'S prior express written consent, this lease shall be in default and any such encumbrances shall be void.

5.03 Default. In the event that LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within ninety (90) days following written notice thereof from LESSOR; or if any such default is not curable within ninety (90) days, shall fail to commence to cure the default(s) within said 90-day period and diligently pursue such cure to completion, then LESSOR may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE

to the premises or to possession thereof; and LESSOR may enter and take possession of the premises. Provided, however, in the event that any default described in Section 5.03, Default, hereof, is not curable within ninety (90) days after notice to LESSEE, LESSOR shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

5.04 Waiver. Any waiver of LESSOR of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by LESSOR in order to constitute a valid and binding waiver. LESSOR'S delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. LESSOR'S acceptance of any rents is not a waiver of any default preceding the rent payment.

5.05 Eminent Domain. If the whole or a substantial part of the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease as to the part so taken, from the day of possession of that part so taken for any public purpose, and the rent shall be paid up to that day, and from that day LESSEE shall have the right either to cancel this lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the demised premises taken. All damages awarded for such taking for the value of the fee interest shall belong to and be the property of LESSOR. Any damages awarded as compensation for diminution in value to the leasehold shall belong to and be the property of LESSEE. LESSOR shall not be entitled to any award made for the taking of any installations or improvements on the leased premises belonging to LESSEE.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

6.01 Improvements. Subsequent to the execution of this Lease, LESSEE shall construct a communications tower approximately ninety (90) feet high and two (2) single-story pre-engineered buildings approximately twelve (12) feet by twenty-four (24) feet in accordance with Exhibit "B," "SUMMARY OF SPECIFICATIONS" and the precise Plans and Specifications referred to therein. In addition, LESSEE agrees to furnish to LESSOR on set of "as built drawings" within sixty (60) days from completion of the buildings.

LESSEE may, at its own expense, make any reconstruction, alterations or changes in the leased premises or cause to be built, made or installed thereon any structures, communications equipment, utilities, signs or other improvements necessary or desirable for the use of said leased premises and may reconstruct, alter and repair any such structures, communications equipment or other improvements.

Any such reconstruction, alterations or changes in the leased premises may be made only in accordance with plans and specifications previously submitted to the LESSOR and approved in writing.

6.02 Ownership of Improvements. All permanent improvements shall remain the property of LESSEE at the expiration or termination of this lease. LESSEE shall at LESSEE'S sole cost and expense remove all permanent improvements and personal property, and restore the leased premises to its original condition to the satisfaction of LESSOR. At the option of LESSOR, any such permanent improvements or personal property not removed by LESSEE may be deemed abandoned and may be removed and sold by LESSOR and all income received therefrom shall be property of LESSOR exclusively.

6.03 Hold Harmless.

a. To the fullest extent permitted by law, LESSEE agrees to protect, indemnify, defend and save harmless LESSOR, their officers, agents, employees, guests and invitees from and against any and all liability, expense or damage of any kind or nature and from any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including without limitation, attorneys' fees and expenses, whether in suit or not, arising out of any and all injuries to or the death of any person or damage to any property resulting from any occurrence on or in the leased premises, resulting directly or indirectly from granting and performance of this Lease or arising from the use or operation of the leased premises or any defect in any part thereof, or arising out of any act, omission or neglect of LESSEE, its directors, officers, employees, customers or invitees or other parties contracting with LESSEE under a contract relating to the leased premises (including, without limitation, any contract for the construction of any addition, or reconstruction, alteration or changes in the leased premises) or as a result of the performance by LESSEE of any of its obligations under this Lease or in connection herewith, unless such suit, claim or damage is caused by negligent acts or the intentional misconduct of LESSOR, its officers, agents, employees, guests or invitees.

b. In the event LESSEE shall become obligated to LESSOR under this Lease or in the event that any suit, action, investigation, claim or proceeding is begun, made or instituted as a result of which LESSEE may become obligated to LESSOR hereunder, then, upon the written request of LESSOR, LESSEE shall defend, contest or otherwise protect LESSOR against any suit, action, investigation, claim or proceeding at its sole cost and expense, and LESSOR shall have the right, but not the obligation, to participate in the defense thereof, at LESSEE's expense, by counsel of LESSOR's choice; any such defense shall, however, be controlled by LESSOR. In the event that LESSEE

fails timely to defend, contest and otherwise protect LESSOR against any such suit, action, investigation, claim or proceeding, LESSOR shall have the right to do so, including, without limitation, the right to make any compromise or settlement thereof, and LESSOR shall be entitled to recover the entire cost thereof from LESSEE including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim or proceeding.

- 6.04 Compliance with FCC Regulations. LESSEE agrees to maintain and require the maintenance of sublessees of such licenses and permits as may be required by the FCC.
- 6.05 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the leased premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to LESSOR and with all applicable laws.
- 6.06 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises.
- 6.07 Unavoidable Delay. If the performance of any act required of LESSOR or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or LESSOR claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.

SECTION 7: SPECIAL PROVISIONS

- 7.01 New or Modified System. No new or modified installations or structures will be permitted until a review of the technical data and structural installation plans have been completed and approval granted by LESSOR. Prior to LESSOR or LESSEE activating new or modified installations or structures for operations, LESSOR and LESSEE will conduct an on-the-air test to ensure that the installed system or structure will not cause harmful interference to LESSOR'S or LESSEE'S system. The owner of the new or modified system or structure will be responsible to initiate corrective action to eliminate any harmful interference.

- 7.02 System Placed in Operation. Upon completion of a satisfactory inspection and on-the-air test, the system may be placed in operation. Once the system is placed in operation, it shall be operated and maintained in accordance with the highest standards of the communications industry. If the system subsequently causes harmful interference to LESSOR'S or LESSEE'S system, corrective action shall be initiated immediately. If the problems cannot be eliminated expeditiously, the system, or portion thereof, causing the problem may be required to be shut down until corrective action has been completed. LESSOR and LESSEE shall provide the name(s) and telephone number(s) of person(s) to be contacted who is/are authorized to take corrective action if harmful interference occurs because of its equipment.
- 7.03 LESSEE'S Rights to Improve the Premises. LESSEE shall at its sole cost and expense, have the right from time to time during its tenancy of the premises to:
- a. Improve the premises in a manner consistent with the purposes of this lease as set forth in Section 1.02, Uses, hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that plans for the construction or enlargement of any improvement shall be submitted to LESSOR in advance of such construction or enlargement and shall be subject to advance written approval by LESSOR. LESSOR will not unreasonably withhold such approval, and such approval shall not constitute approval of any radio or electronic equipment installed or to be installed by LESSEE, and shall not relieve LESSEE of the obligation of complying with any and all terms and conditions of this lease.
 - b. Furnish, install, and use in, upon, and under, and to remove from the lease premises such wires, equipment and other property of whatsoever kind and nature as LESSEE deems necessary, consistent with the purpose of this lease as set forth in Section 1.02, Uses, hereof.
 - c. Connect such wires and equipment to lines adjoining the premises. All work done by LESSEE on the premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and provided further that the premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

SECTION 8: GENERAL PROVISIONS

8.01 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street
San Diego, CA 92101-4155

and to LESSOR as follows:

Pacific Bell
Attention Real Estate Manager
525 B Street, Room 1600
San Diego, CA 92101

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

8.02 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of City, County, State, and Federal Governments, at LESSEE'S sole cost and expense.

8.03 LESSEE Approval. The approval or consent of LESSEE, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

8.04 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

8.05 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

- 8.06 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
- 8.07 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 8.08 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 8.09 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

SECTION 9: SIGNATURES

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSEE, acting by and through its City Manager, and by LESSOR, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date January 31, 1991

By


James L. Spotts
Property Director

LESSOR: PACIFIC BELL

Date

3/22/91

By

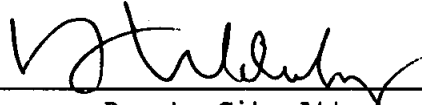

District Manager

By

APPROVED as to form and legality this 31 day of January 1991.

JOHN W. WITT, City Attorney

By


Deputy City Attorney

JBC:st(7)
11-14-90

STATE OF CALIFORNIA)
) ss.

COUNTY OF SAN DIEGO)

On January 31, 1991 before me, the undersigned, a Notary Public in and for
said State, personally appeared James L. Spotts known to me
to be the Property Director of
The City of San Diego and
known to me to be the person who executed the within instrument on behalf of said public
corporation, agency or political subdivision, and acknowledged to me that such public
corporation, agency, or political subdivision executed the same.

WITNESS my hand and official seal.

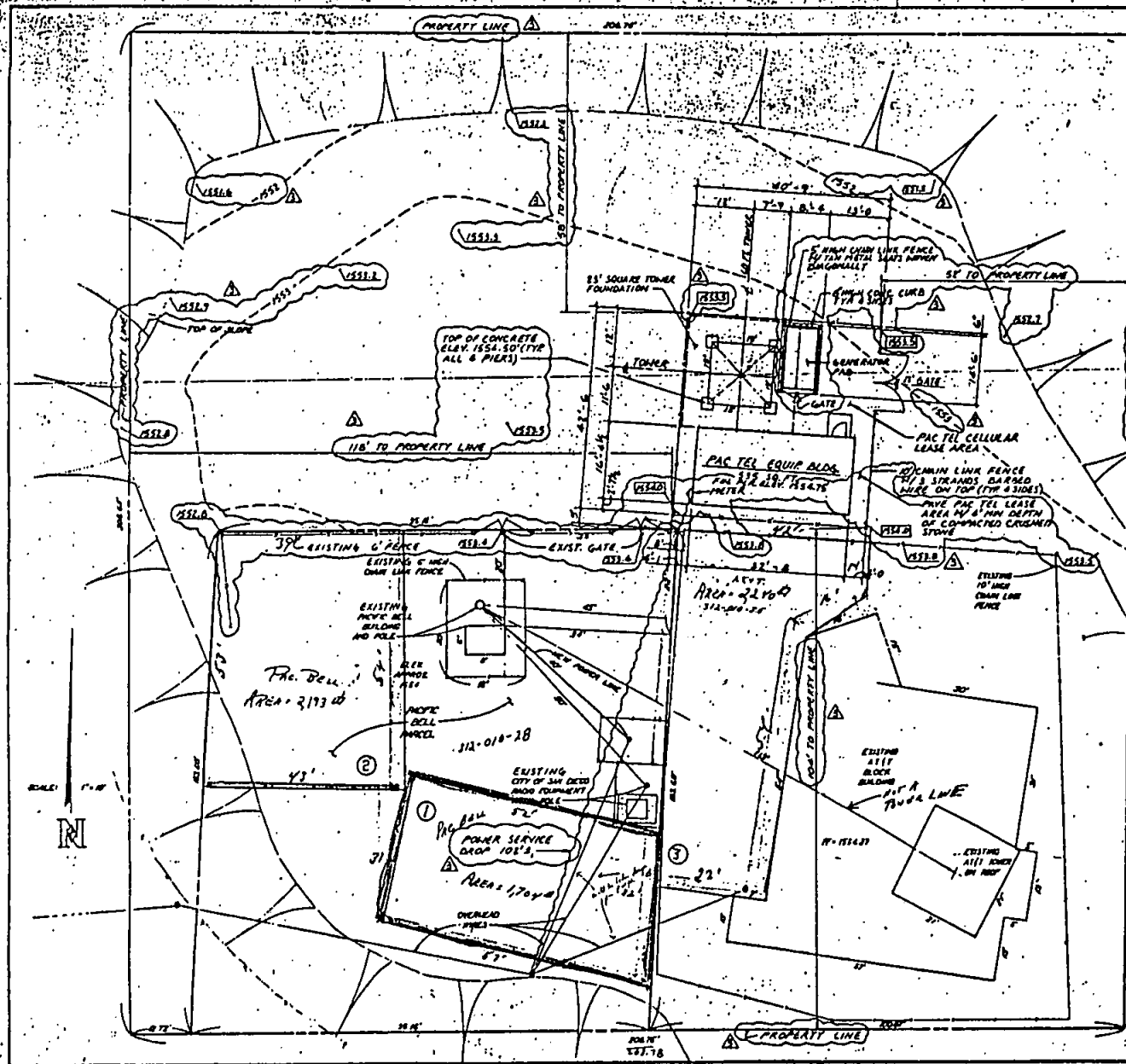
Signature

Lorna M. Murt
Lorna M. Murt

Name (Typed or Printed)



OFFICIAL SEAL
JOURNAL OF THE
NATIONAL ASSOCIATION
OF PROFESSIONAL
JOURNALISTS
EST. 1908
BY ORDER, expires 1913



LEGEND

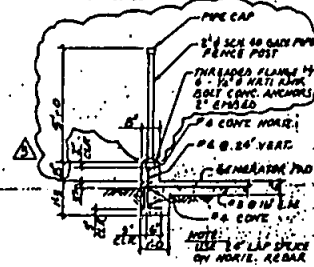
- 000 INDICATES NEW FINISHED GRADE ELEVATION
000 INDICATES EXISTING GRADE SPOT ELEVATION
000 INDICATES EXISTING GRADE CONTOUR ELEVATION.

LEAD DESCRIPTION

A PORTION OF LOT 2 OF SECTION 8, TOWNSHIP 44 SOUTH,
RANGE 2 WEST, SAN BERNARDINO BASIN AND MERRILL IN THE
CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

ASAC/STONY'S PARCEL AD 302-910-N

STATE BOARD OF FORMULATION NO. 572-SF-20



TYPICAL SECTION
CURB & GENERATOR PAD

PAC TEL Mobile Access P.O. Box 10707 San Francisco, California 94116 (415) 865-2000		CH 7/24/87
Drawing SITE PLAN & DETAILS	Project Site Designation CD (C/D) Project Site Location BLACK MOUNTAIN	AS VOTED Date 7-25-87 Planning Commission
Approved By 		

PROPOSED
MICROWAVE SITE FOR
PC TEL CELLULAR
2355 MAW STREET
P.O. BOX 19707
ZAVINE, CA 92713
714-593-6000

REMOVED BY PAC TEL CELLULAR 7-PM-84

NO	REVISION	DATE
1	DELETED MORE DATA FOR	8-80
2	REVISED GEN PRO, MAIL & ALDO LOC.	8-80
3	REVISED PLAN & SECTION, ADDED LEGEND	10-79

LOCATION: BLACK MOUNTAIN ROAD SAN DIEGO, CA

NASLAND ENGINEERING

RESEARCH ENGINEERING
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
8080 OCEANVIEW BLVD., OCEANVIEW, CALIFORNIA, 90266
408-201-1111

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DATE: 10/1/77
SCALE: 1:50

RECEIVED BY: SAC, NEW YORK DATE: 6/5/59

09-27-68 BLACK MOUNTAIN, SD

423

[illegible]

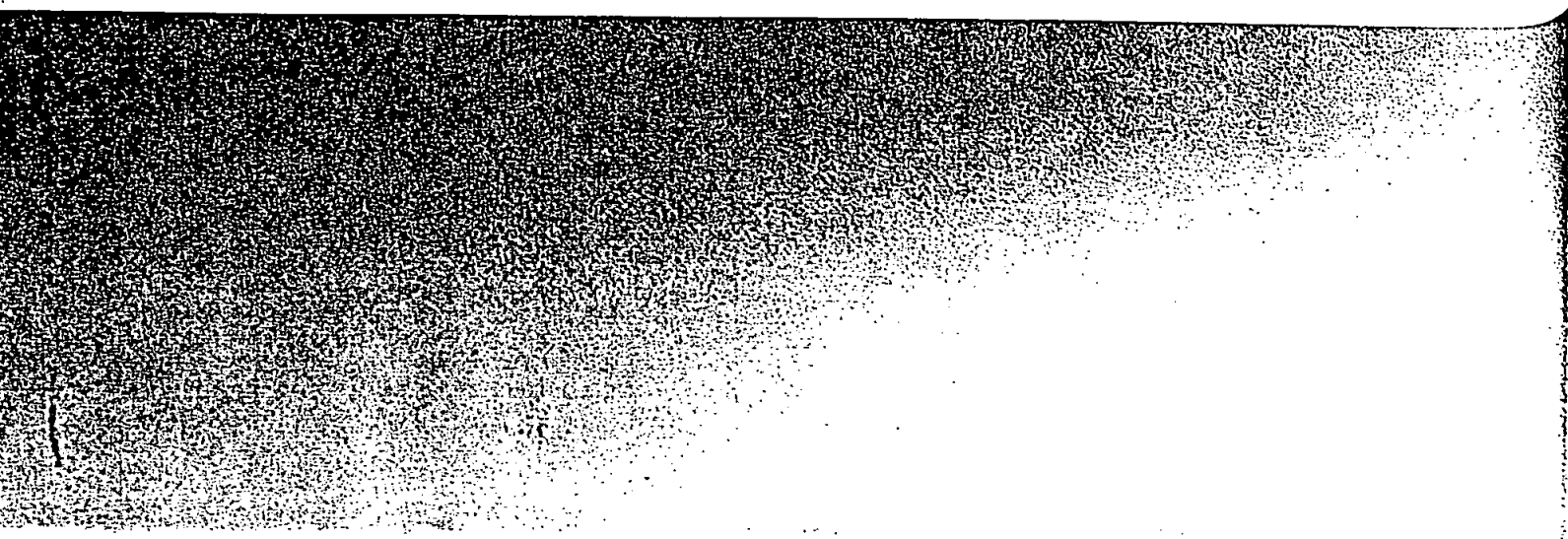
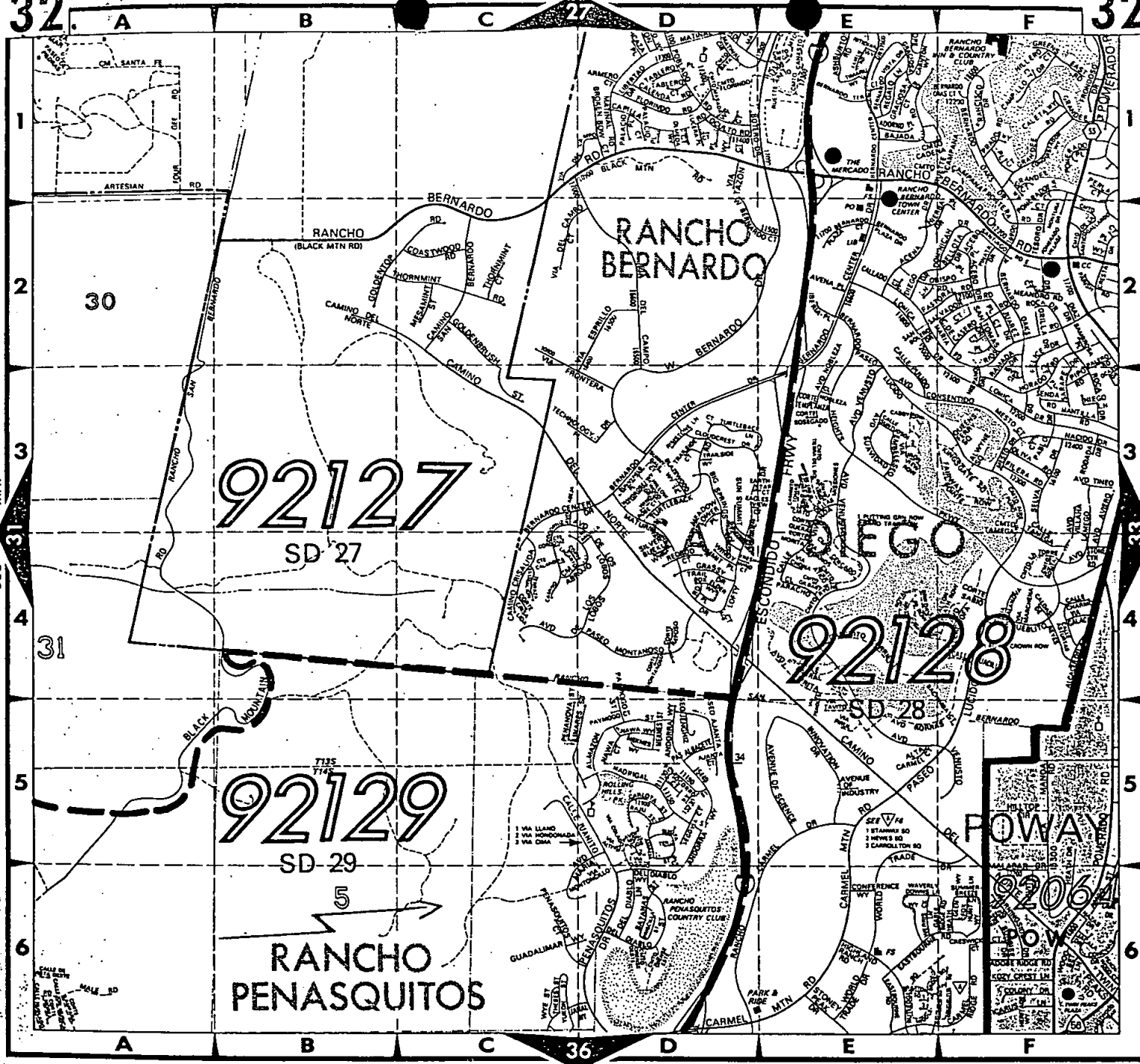
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SEE MAP

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(O-91-109)

ORDINANCE NUMBER O- 17592 (NEW SERIES)

ADOPTED ON JAN 28 1991

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PACIFIC BELL FOR THE LEASE OF APPROXIMATELY 1,704 SQUARE FEET OF BLACK MOUNTAIN.

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

Section 1. That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a 20-year lease agreement, with one 10-year renewal option, with PACIFIC BELL, for approximately 1,704 square feet of land on Black Mountain, at a rental rate of \$6,000 per year, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. OO-17592.

Section 2. That the expenditure of an amount not to exceed \$2,500 from CIP 333950 for lease costs from February 1, 1991, to June 30, 1991, is hereby authorized and approved.

Section 3. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
12/24/90
Or.Dept:Prop.
Job:220985
Aud.Cert:9100465
O-91-109
Form-o+t

Passed and adopted by the Council of The City of San Diego on JAN 28 1991
by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Pratt, Bernhardt, Henderson, McCarty,
Filner, O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By ELLEN BOVARD, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of ORDINANCE NO 0-17592 (New Series) of the City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar
days had elapsed between the day of its introduction and the day of its final
passage, to wit, on January 14, 1991, and on January 28, 1991.

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with
by a vote of not less than a majority of the members elected to the Council, and
that there was available for the consideration of each member of the Council and
the public prior to the day of its passage a written or printed copy of said
ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By Ellen Bovard, Deputy

(Seal)

Property
51A

(O-91-109)

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