

THE CITY OF SAN DIEGO

LEASE

State of California
Department of Transportation
Carmel Mountain Road
and
Freeport Road

LEASE OUTLINE

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CITY OF SAN DIEGO
FLAT RATE LEASE

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter called "LESSEE."

SECTION 1: USES

1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY 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."

1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of the construction, maintenance and operation of a park and ride facility for persons travelling in carpools or other ride sharing vehicles and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

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 CITY.

The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

1.3 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.

1.4 Quiet Possession. LESSEE, performing the covenants and agreements herein, shall at all times during the term peaceably and quietly

have, hold and enjoy the premises. If CITY 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 CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom.

1.5 Easements and Reservations.

- a. CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. CITY 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 for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY 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 CITY exercising the rights reserved in this section. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.6 Competent Management. Throughout the term of this Lease Agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a park and ride facility and related activities in a fiscally responsible manner.

- 1.7 Operation of Facilities. LESSEE to best serve the public, will operate the Park and Ride facility seven days a week, twenty-four hours a day. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego. LESSEE, its successors or assignees, shall not charge a fee for use of the Park and Ride facility during the term hereof.

- 1.8 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises. LESSEE may develop reasonable restrictions for the facility use provided they are

consistent with the rights of the general public, and are designed to allow LESSEE to use the premises for the purposes specified herein. LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.2, Uses, hereof.

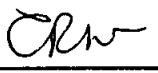
LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by LESSEE at a location agreeable to CITY.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be twenty (20) years commencing on the first day of the calendar month following execution by the City Manager. "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 the City Manager.
- 2.2 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 year-to-year tenancy, and all other terms and conditions of this agreement shall continue in full force and effect.
- 2.3 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances, and in a decent, safe and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, the CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE'S rights to the premises.

If, at some future date, the operation of the Park & Ride facility is terminated, LESSEE shall quitclaim the twenty-year lease to the City.


Subject to the debt limitation provision applicable to City and contained in the California Constitution, upon reversion to CITY, LESSEE will be reimbursed by CITY for LESSEE's share of the then future value of the land at the time of reversion, in proportion to LESSEE's share of the original funding costs to acquire the property estimated at \$1 million dollars.

If reversion occurs before twenty (20) years, the CITY would reimburse LESSEE for LESSEE's cost of construction based on a

value determined by "straight line" depreciation over a period of twenty (20) years.

If reversion occurs after twenty (20) years, LESSEE shall not be entitled to reimbursement for construction costs since funding is based on a twenty-year life of the improvements.

SECTION 3: CONSIDERATION

- 3.1 Consideration. The total consideration of this agreement shall be LESSEE's contribution towards property acquisition costs of the site, estimated at \$1 million dollars and the development of the Park & Ride facility in the public interest in accordance with the provisions of the Cooperative Agreement entered into between the CITY and LESSEE on July 30, 1991, a copy of which is attached hereto as Exhibit C and the General Development Plan attached hereto as Exhibit D and by this reference incorporated herein.

SECTION 4: ASSIGNMENT

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.
- 4.2 Assignment and Subletting. LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of LESSEE, by operation of law, without the written consent of the City Manager.
- 4.3 Encumbrance. LESSEE may not encumber this lease, its leasehold estate, and its improvements thereof by Deed of Trust, mortgage, chattel mortgage, or other security instrument during the term hereof.
- 4.4 Defaults

- a. 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 thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion;

then CITY 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 CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.4a.(1), Defaults, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default.

- b. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder.
- c. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY 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. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

- 4.5 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests

of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken.
- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to the remaining unamortized amount of its initial capital improvements costs reduced by five percent per year - straight line, together with LESSEE's share of the value of the land at the time of taking, in proportion to LESSEE's share of original funding costs to acquire the property.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of land and improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

- 4.6 MBE/WBE Assignment. LESSEE acknowledges that it is CITY policy to encourage Minority Business Enterprise/Women Business Enterprise (MBE/WBE) involvement in CITY contracts and leases and that a public purpose is served thereby. If LESSEE proposes to assign this lease to a non-MBE/WBE buyer, LESSEE agrees to first use due diligence in finding a qualified MBE/WBE assignee. LESSEE shall fulfill this requirement to use due diligence by doing all of the following:

- a. LESSEE, at its expense, shall advertise the proposed sale of the leasehold in at least one issue each of three different minority/women-focus publications of general circulation. The publications shall be approved by the City Manager, and City Manager shall provide a list of such publications to LESSEE upon request. The ads may be either display or classified and shall state that LESSEE desires to locate a qualified MBE/WBE buyer. The ads shall also request respondents to register their interest with a designated employee of CITY. Affidavits of publication shall be furnished to the City Manager.
- b. LESSEE shall allow no fewer than 20 calendar days from the date of publication for interested parties to respond. Any offers from prospective MBE/WBE buyers shall be presented in writing to CITY for review, together with LESSEE'S reason(s) for accepting or rejecting the proposal.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 Indemnity. LESSEE shall at all times assume the defense of, relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:
 - a. any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises;
 - b. any operation, use, or occupation conducted on the premises;
 - c. any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
 - d. any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.
- 5.2 Insurance. LESSEE will at all times during the term of this agreement take out and keep in force at its own expense:
 - a. Public liability insurance to protect LESSEE and CITY, their officers, agents and employees against any and liability to the public, incident to the use of, or resulting from injury to, or death of any person caused by or resulting from the installation, maintenance or use of said "Park and Ride" area in the amount of not less than \$2 million to indemnify against the claim of one person and in the amount of not

less than \$3 million against the claims of more than one person resulting from any one occurrence.

- b. Property damage liability insurance to protect LESSEE and CITY, their officers, agents and employees against any liability for damage to property caused by or resulting from the installation, maintenance, or use of said "Park & Rise" area in the amount of not less than \$3 million for each occurrence.
- c. Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- d. Accident Reports. LESSEE shall report to CITY any accident that it is aware of causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.
- 6.2 Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.
- 6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the 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 CITY and in compliance with the Development Plans described in Section 6.12 Development Plan, hereof, and with all applicable laws.
- 6.4 Security. LESSEE shall be fully responsible for providing any and all security for the Park and Ride site.
- 6.5 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this

lease to make or assume any expense for any improvements or alterations.

6.6 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. All utilities will be installed underground.

6.7 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

6.8 Taxes. CITY understands that LESSEE, as a legal matter, is exempt from the payment of taxes, and that CITY shall not be responsible for payment of such taxes.

6.9 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost. LESSEE is required to post appropriate signage identifying premises a park and ride facility.

6.10 Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify LESSEE thirty (30) days prior to

termination or One Hundred Eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.

- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

6.11 Unavoidable Delay. If the performance of any act required of CITY 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 CITY 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.

6.12 Development Plan. LESSEE shall develop the park and ride facility in two stages. Stage I will consist of development of approximately 1.04 acres of the property. Stage II will be constructed as soon as State funding is available after the need for additional parking spaces is determined by CITY and the Commuter Computer Ridesharing Agency. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Exhibit D, hereof. The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council

approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY.

- 6.13 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, or under or from the premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the City Clerk's Office as City Clerk Document 769704.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify and hold the CITY harmless from any and all claims, costs and expenses related to environmental liabilities resulting from LESSEE'S operations on the premises, including, but not limited to, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damage for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If LESSEE knows or has reasonable cause to believe, that any hazardous substance has been released on or beneath the premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided however, if LESSEE knows, or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of the CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE at the CITY'S sole option shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered

with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, County, State, or Federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all cost and expense incurred.

SECTION 7: GENERAL PROVISIONS

7.1 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 at the leased premises or at such other address designated in writing by LESSEE; and to CITY as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

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.

- 7.2 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. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

- 7.3 CITY Approval. The approval or consent of CITY, 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.

- 7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability 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.
- 7.5 Equal Opportunity Compliance. LESSEE further agrees to monitor any and all contractors, subcontractors, independent contractors and employees for compliance with Equal Opportunity and non-discrimination requirements and to hold CITY harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions arising therefrom.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.

- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements or leases with consultants, vendors or LESSEES shall include a condition that the contract, agreement or lease shall be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.
- 7.12 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988 by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The LESSEE'S policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.
- 7.13 LESSEE Right to Negotiate Renewal. Provided LESSEE is not then in default of any provision hereof upon expiration of this agreement, LESSEE shall have the right to negotiate a proposed renewal lease

of said premises for a mutually agreeable term upon such conditions and rental as CITY shall then offer. Such right must be exercised by written notice thereof to CITY not less than six (6) months, nor more than twelve (12) months prior to expiration of the lease term. Following such notice and not less than three (3) months prior to said expiration, CITY shall offer LESSEE a renewal lease containing such conditions and rental as CITY is then willing to accept from any other qualified party desiring to lease said premises.

- 7.14 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 7.15 Supersedure. It is mutually agreed that this lease, upon execution, supersedes and annuls that certain Right of Entry Permit executed on the 25 day of January, 1993 with State of California, Department of Caltrans, which is hereafter void and of no effect except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.
- 7.16 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.

SECTION 8: SIGNATURES

8.1 Signature Page.

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

THE CITY OF SAN DIEGO

Date _____

By _____

LESSEE:

Date 9-24-93

By Carl R. Witt

By _____

APPROVED as to form and legality this _____ day of _____, 19____.

JOHN W. WITT, City Attorney

By _____

Deputy City Attorney

CEBK:rc(2)
7-27-93

RANCHO
PENASQUITOS

1 GARDENIAS
2 CLOVELES
3 VIOLETAS
4 VIA LOS NARCISOS
5 VIA ORQUIDEAS
6 CEREZAS
S 7 VIA OFELITA
8 VIA LAS POSADAS
9 VIA ALBERTO
10 VIA PEQUINITO
11 FLORES

92129

RD CAN D T E C O



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) 236-6706
January 7, 1993

Files: Property File -
Permit File -
Job 221545

Chili Cilch
State of California
Department of Transportation
District 11
P.O. Box 85406
San Diego, CA 92186-5406

Re: Right of Entry Permit - Park & Ride Facility, Carmel Mountain Road and
Freeport

The City of San Diego ("City") hereby grants permission to State of California, Department of Transportation ("Permittee") to enter upon the above-referenced property currently owned or legally controlled by the City ("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 maintenance and operation of a Park and Ride facility.
2. Consideration to City for granting this permit shall be Permittee's contribution towards acquisition costs of the site and construction, operation and maintenance of the facility in the public's interest.
3. This permit shall be in effect on January 7, 1993. Termination of the permit shall be January 8, 1996 or upon commencement of a long-term lease agreement whichever occurs first.
4. Permittee shall maintain the premises as a park and ride site and make no claim against City for any portion of expenses thereof.
5. 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.
6. 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.

7. 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.
8. 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.
9. This permit is revocable at any time by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.
10. City understands that LESSEE, as a legal matter, is exempt from taxes, and that City shall not be responsible for such taxes.
11. 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.
12. Permittee shall not assign or sublet any rights granted by this permit nor any interest therein. Any assignment or subletting by operation of law shall automatically terminate this permit.
13. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
14. Maintenance of the permit area shall be the sole responsibility of Permittee during the entire term of this permit.
15. Construction of the facility as hereinabove provided, including screening and landscaping, shall be accomplished to the City Manager's satisfaction at Permittee's sole cost.
16. This activity is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

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.

If you should require additional information or have any questions, please call Cindy Kodama, Property Agent, at 236-6053.

Very truly yours,

Robert J. Collins

Robert J. Collins, Deputy Director
Property Management Services

RJC:CEBK:rc(3)

Attachments

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 29 DAY OF January, 1993

STATE OF CALIFORNIA, DEPARTMENT OF
TRANSPORTATION

By *Carl West*

Carl West, Deputy District Director
Planning and Public Transportation

Recommended

By *Manuel M. Demetre*

Manuel M. Demetre, Chief
Rideshare Branch

DEP CLEARANCE VERIFIED

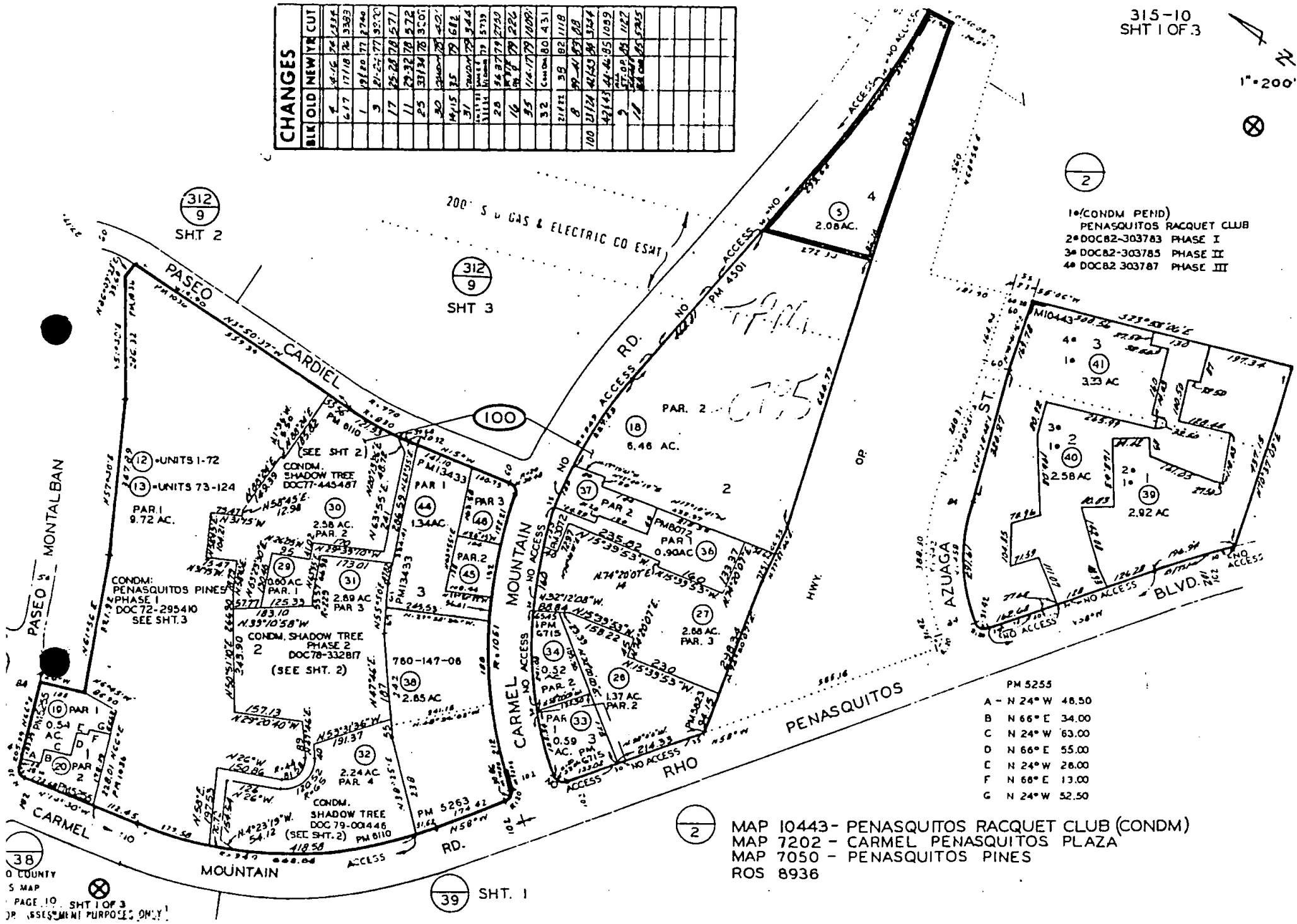
APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

[Signature] EAS

By *Ann McGuire*
~~Chief~~ Deputy City Attorney

CHANGES	BLK	OLD	NEW	CUT
	1	14.16	14.16	23.34
	2	17.18	17.18	33.93
	3	19.10	19.10	27.40
	4	21.24	21.24	95.20
	5	25.28	25.28	78.571
	6	29.32	29.32	78.572
	7	33.36	33.36	78.573
	8	37.40	37.40	78.574
	9	41.44	41.44	78.575
	10	45.48	45.48	78.576
	11	49.52	49.52	78.577
	12	53.56	53.56	78.578
	13	57.60	57.60	78.579
	14	61.64	61.64	78.580
	15	65.68	65.68	78.581
	16	69.72	69.72	78.582
	17	73.76	73.76	78.583
	18	77.80	77.80	78.584
	19	81.84	81.84	78.585
	20	85.88	85.88	78.586
	21	89.92	89.92	78.587
	22	93.96	93.96	78.588
	23	98.00	98.00	78.589
	24	102.04	102.04	78.590
	25	106.08	106.08	78.591
	26	110.12	110.12	78.592
	27	114.16	114.16	78.593
	28	118.20	118.20	78.594
	29	122.24	122.24	78.595
	30	126.28	126.28	78.596
	31	130.32	130.32	78.597
	32	134.36	134.36	78.598
	33	138.40	138.40	78.599
	34	142.44	142.44	78.600
	35	146.48	146.48	78.601
	36	150.52	150.52	78.602
	37	154.56	154.56	78.603
	38	158.60	158.60	78.604
	39	162.64	162.64	78.605
	40	166.68	166.68	78.606
	41	170.72	170.72	78.607
	42	174.76	174.76	78.608
	43	178.80	178.80	78.609
	44	182.84	182.84	78.610
	45	186.88	186.88	78.611
	46	190.92	190.92	78.612
	47	194.96	194.96	78.613
	48	199.00	199.00	78.614
	49	203.04	203.04	78.615
	50	207.08	207.08	78.616
	51	211.12	211.12	78.617
	52	215.16	215.16	78.618
	53	219.20	219.20	78.619
	54	223.24	223.24	78.620
	55	227.28	227.28	78.621
	56	231.32	231.32	78.622
	57	235.36	235.36	78.623
	58	239.40	239.40	78.624
	59	243.44	243.44	78.625
	60	247.48	247.48	78.626
	61	251.52	251.52	78.627
	62	255.56	255.56	78.628
	63	259.60	259.60	78.629
	64	263.64	263.64	78.630
	65	267.68	267.68	78.631
	66	271.72	271.72	78.632
	67	275.76	275.76	78.633
	68	279.80	279.80	78.634
	69	283.84	283.84	78.635
	70	287.88	287.88	78.636
	71	291.92	291.92	78.637
	72	295.96	295.96	78.638
	73	300.00	300.00	78.639
	74	304.04	304.04	78.640
	75	308.08	308.08	78.641
	76	312.12	312.12	78.642
	77	316.16	316.16	78.643
	78	320.20	320.20	78.644
	79	324.24	324.24	78.645
	80	328.28	328.28	78.646
	81	332.32	332.32	78.647
	82	336.36	336.36	78.648
	83	340.40	340.40	78.649
	84	344.44	344.44	78.650
	85	348.48	348.48	78.651
	86	352.52	352.52	78.652
	87	356.56	356.56	78.653
	88	360.60	360.60	78.654
	89	364.64	364.64	78.655
	90	368.68	368.68	78.656
	91	372.72	372.72	78.657
	92	376.76	376.76	78.658
	93	380.80	380.80	78.659
	94	384.84	384.84	78.660
	95	388.88	388.88	78.661
	96	392.92	392.92	78.662
	97	396.96	396.96	78.663
	98	401.00	401.00	78.664
	99	405.04	405.04	78.665
	100	409.08	409.08	78.666



2

10/CONDM PEND)
PENASQUITOS RACQUET CLUB
20DOC82-303783 PHASE I
30DOC82-303785 PHASE II
40DOC82 303787 PHASE III

PM 5255
A - N 24° W 48.50
B N 66° E 34.00
C N 24° W 63.00
D N 66° E 55.00
E N 24° W 26.00
F N 66° E 13.00
G N 24° W 52.50

2

MAP 10443 - PENASQUITOS RACQUET CLUB (CONDM)
MAP 7202 - CARMEL PENASQUITOS PLAZA
MAP 7050 - PENASQUITOS PINES
ROS 8936

39

SHT. 1

38

0 COUNTY
S MAP
PAGE 10 SHT 1 OF 3
FOR EASEMENT PURPOSES ONLY

DUPLICATE

DOCUMENT NO. PR-278439

JUL 30 1991

CE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

11-SD-15

M19.5

11222-039341

Agreement No. 11-4209

Park & Ride Lots

COOPERATIVE AGREEMENT

This AGREEMENT entered into on July 30, 1991, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

CITY OF SAN DIEGO, a body politic and a municipal corporation of the State of California, referred to herein as CITY.

RECITALS

1. It is in the public interest to conserve energy, improve air quality, reduce congestion, lower transportation costs, reduce maintenance on existing highway facilities, decrease noise pollution and decrease demand for parking.
2. Ridesharing, including carpooling and vanpooling, is an effective means for responding to such public goals.
3. Section 146.5 of the Streets and Highways Code authorizes STATE to enter into agreements with other public agencies for construction, maintenance and operation of Park & Ride facilities.
4. STATE and CITY propose to construct two Park & Ride lots near the northern terminus of the High Occupancy Vehicle (HOV) lanes on Interstate Route 15 in the City of San Diego to reduce freeway congestion, conserve energy and improve highway safety. The first location is within the community of Rancho Penasquitos, 0.8 miles east of the HOV entrance, referred to herein as Site 1, and the second location is within the community of Carmel Mountain Ranch, 0.2 miles east of the HOV entrance, referred to herein as Site 2. G607-1
5. The parties hereto desire to define herein the terms and conditions under which said sites will be transferred, designed and constructed.

11-SD-15
M19.5
11222-039341
Agreement No. 11-4209
Park & Ride Lots

SECTION I

STATE AGREES:

1. To fund the amount in excess of \$450,000 of CITY's appraised right-of-way acquisition cost for Site 1.
2. To advertise, award and administer construction projects for both sites at no cost to CITY.
3. To deposit with CITY, upon execution of this Agreement and receipt of billing from CITY, the amount of \$979,000 which represents the property acquisition costs amount in excess of the \$450,000 that CITY will contribute towards the full \$1,429,000 purchase costs of Site 1.
4. To construct the facilities in accordance with plans and specifications prepared by STATE.
5. To maintain and operate both Park & Ride sites constructed pursuant to this Agreement and to make no claim against CITY for any portion of expenses thereof.
6. To provide oversight on all right-of-way activities undertaken by CITY, or its designee, pursuant to this Agreement. STATE oversight shall be performed without cost to CITY.
7. To identify and locate all high and low risk underground facilities within PROJECT area, and protect or otherwise provide for such utilities, all in accordance with STATE's Manual on High and Low Risk Underground Facilities Within Highway Rights of Way.
8. If any existing public and/or private utilities conflict with the construction of PROJECT, STATE will make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. STATE will inspect the protection, relocation, or removal, and if there are costs of such protection, relocation, or removal which STATE and/or CITY must legally pay, the STATE will bear the cost of said protection, relocation, or removal, plus cost of engineering overhead and inspection. If any protection, relocation, or removal of utilities is required, such work will be performed in accordance with STATE policy and procedure for those within STATE's right of way and in accordance with CITY policy for those outside STATE's right of way.

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11222-039341
Agreement No. 11-4209
Park & Ride Lots

SECTION II

CITY AGREES:

1. To transfer sites to STATE on a 20-year lease basis with option for STATE to extend.
2. To acquire the right of way and furnish STATE with all required permits to enter and construct the facilities referred to herein.
3. To perform all right-of-way activities, including eminent domain activities, if necessary, in accordance with procedures acceptable to STATE, and in compliance with all applicable State and Federal laws and regulations, subject to STATE oversight to insure that the completed work is acceptable.
4. To certify legal and physical control of rights of way ready for construction, and that all rights of way were acquired in accordance with applicable State and Federal laws and regulations subject to review and concurrence by STATE prior to the advertisement for bids for construction of PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms at this Agreement are subject to the appropriation of resources by the Legislature and the allocations of resources by the California Transportation Commission.
2. If, at some future date, the operation of either Park & Ride site is terminated by STATE, STATE shall quitclaim the 20-year lease for that site to city.
3. Upon reversion of Site 1 to CITY, STATE will be reimbursed by CITY for STATE's share of the then future value of the land at the time of reversion, in proportion to STATE's share of the original funding costs to acquire the property.

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Park & Ride Lots

4. If reversion occurred for either site after 20 years, STATE would not expect reimbursement for its share of construction costs since funding was based on a 20-year life of the improvements.
5. If reversion occurs for either site before 20 years, the CITY would reimburse STATE for STATE's cost of construction for that site based on a value determined by straight line depreciation over a period of 20 years.
6. Utilities (electric and water) for Site 1 will be independent of adjacent shopping center parking lot utilities.
7. Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) 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.
8. 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement.
9. STATE's obligation under this Agreement shall terminate upon completion and acceptance of the facilities by STATE or on June 30, 1992, whichever is earlier in time; however maintenance and right-of-way reversion clause shall remain in effect until terminated in writing by mutual agreement.

11-SD-15
M19.5
11222-039341
Agreement No. 11-4209
Park & Ride Lots

10. This Agreement is executed by City of San Diego, acting by and through its City Manager pursuant to Resolution No. R-278439

STATE OF CALIFORNIA
Department of Transportation

ROBERT K. BEST
Director of Transportation

By [Signature]
Chief Deputy, District Director

Approved as to form and procedure

[Signature]
Attorney
Department of Transportation

Certified as to funds and procedure

[Signature]
District Accounting Administrator

CITY OF SAN DIEGO

By [Signature]
City Manager

Approved as to form and
legality:

[Signature]
City Attorney

0877

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO			1. CERTIFICATE NUMBER:	
TO: CITY ATTORNEY		2. FROM: (ORIGINATOR) ENGINEERING AND DEVELOPMENT DEPARTMENT		3. DATE
4. SUBJECT: COOPERATIVE AGREEMENT ON PARK-AND-RIDE LOTS				
5. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)				
1. Authorizing the City Manager to execute cooperative agreement with the State of California for two Park-and-Ride facilities. 2. Approving the acquisition of property to provide a Park-and-Ride facility on the east side of Carmel Mountain Road across from the intersection with Freeport Road. 6. Approving the expenditure of \$1,429,000 for CIP 52-415.0: \$250,000 for Penasquitos East Facilities Benefit Assessment Fund 79-004; \$1,179,000 from the CIP Contributions Fund 63-022 (\$200,000 contributed by the Metropolitan Transit Development Board (MTDB) and \$979,000 contributed by the State of California), for acquisition and related expenses for this project. OVER				
6. SUPPORTING INFORMATION: (INCLUDE ONLY INFORMATION NOT COVERED ON FORM 1472A, "DOCKET SUPPORTING INFORMATION".)				
COUNCIL DISTRICTS: 1 & 6.				
COMMUNITY PLANNING AREAS: Penasquitos East, Carmel Mountain Ranch.				
ENVIRONMENTAL IMPACT: This activity is exempt from CEQA pursuant to the General Rule, State CEQA Guidelines, Section 15061 (b)(3).				
FISCAL IMPACT: \$1,429,000 from CIP No. 52-415.				
APPRAISAL: \$1,076,000 by Norman R. Robertson, an independent fee appraiser, on February 1, 1990. Cost of property rights: Land - \$1,076,000; Title, Escrow & Miscellaneous - \$353,000; Total - \$1,429,000.				
ATTACHMENTS: Map showing area of agreement. Letter to MTDB requesting funds.				
7. FOR INFORMATION CONTACT: (NAME & MAIL STA.) HOLDEN/VAN WEY MS 505		8. TELEPHONE NO. X7181/7057		9. CHECK IF "DOCKET SUPPORTING INFORMATION" ATTACHED ☒
10. COMPLETE FOR ACCOUNTING PURPOSES:		11. ROUTING AND APPROVALS		
FUND/DEPT.	BUDGETED	UNBUDGETED	ROUTE (✓)	APPROVING AUTHORITY
ORGANIZATION	106	63022	✓	DEPARTMENT DIRECTOR
OBJECT ACCOUNT			X	CLEARING AUTH. DEP
JOB ORDER	119504		X	CLEARING AUTH. Fac Fin
WORK ORDER NO.			X	CLEARING AUTH. Property
C.I.F. NO.	52-415.0		X	CLEARING AUTH. Fin Mgt
FACILITY				CLEARING AUTH.
AMOUNT	\$250,000	\$1,179,000		CLEARING AUTH.
12. ESTIMATED COST:				
\$1,429,000				
			X	DEPUTY CITY MANAGER
			X	AUDITOR
			X	CITY ATTORNEY
			X	ORIGINATING DEPARTMENT
			✓	Mgr. Dir. Clerk
			✓	Council Rep.
			RULES COMMITTEE ☐ CONSENT ☐ ADOPTION ☐ Refer to _____ Date _____	

5. Approving the transfer of \$200,000 from CIP Contributions fund 63-022 and \$979,000 from the State of California to CIP No. 52-415.0, Park and Ride Lots.

4. Increase the budget for CIP No. 52-415.0, Park and Ride, Carmel Mountain Road and Rancho Penasquitos Boulevard, by \$579,000 with \$200,000 contributed by the Metropolitan Transit Development Board (MTDB) and ^{979,000} \$379,000 contributed by the State of California, both in CIP Contribution Fund 63022.

3. Approve the transfer of \$50,000 from CIP No. 52-393.0, Black Mountain Road from SR-56 to the southern community plan boundary, to CIP No. 52-415.0 for the purchase of a park and ride lot on Carmel Mountain Road.

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

SUBJECT:

COOPERATIVE AGREEMENT ON PARK-AND-RIDE LOTS

BACKGROUND: (DOUBLE SPACE)

The proposed agreement would assist in the acquisition of property for two park-and-ride lots near the northern terminus of the High Occupancy Vehicle (HOV) lanes on Interstate 15. The first site is in the Penasquitos East community, on Carmel Mountain Road across from the intersection of Freeport Road. This site will be acquired by the City of San Diego, assisted by funding from MTDB and the State of California. The park-and-ride lot will be constructed by the State of California. The second site is located in the Carmel Mountain Ranch community on Rancho Carmel Drive at the intersection with Provencal Place. This site, and the parking structure on it, will be provided by the developer. Both sites will be operated and maintained by the State of California under a 20-year lease from the City of San Diego.

The use of both properties for park-and-ride facilities is consistent with the community plans for Penasquitos East and Carmel Mountain Ranch.

FISCAL IMPACT: The total project cost is \$1,179,000. Funds are available from the following sources: \$250,000 from the Penasquitos East Facilities Benefit Assessment Fund 79004; \$1,179,000 from the CIP Contribution Fund 63022 (\$200,000 contributed by MTDB and \$979,000 contributed by the State of California). Additional construction, maintenance and operation costs for the facilities will be borne by the State of California.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

ESQUIVEL/ROLLINGER/HOLDEN 

SIGNATURES:

ORIGINATING DEPT. HEAD_____
CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)