



THE CITY OF SAN DIEGO

July 15, 2002

Mary Sida
SFPP, LP
1100 Town & Country Road
Orange, CA 92868

Dear Ms. Sida:

Your lease with the City, Document RR-261280, for a petroleum pipeline expires on January 5, 2003. If a month-to-month holdover is acceptable to you, as provided for in Section 2.02 of the lease, please sign the enclosed copy of this letter in the space indicated and return it to Paul Crawford of this office. The month-to-month tenancy will commence on January 6, 2003, and then either party may terminate the agreement by giving the other party 30 days prior written notice.

Sincerely,

Tim C. Rothans
Deputy Director

TCR/PC/cdj

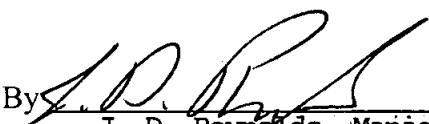
Enclosure

Lease: SFPP, LP/02

I:\WP\2002\Crawford\ML-SIDA2.wpd

ACKNOWLEDGED AND ACCEPTED:

SFPP, LP

By 
J. D. Reynolds, Manager
Right of Way & Lands

August 1, 2002

Date

EST-8 6/11 1:00

CHARTERED
1992

Real Estate Assets

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

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



COPY

San Diego Pipeline Company

THE CITY OF SAN DIEGO

DOCUMENT NO. RR-261280

FILED JUL 30 1984

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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 SAN DIEGO PIPELINE COMPANY, a corporation, hereinafter called "LESSEE."

Section 1: USES

- 1.01 Premises and Uses. CITY hereby leases to LESSEE and LESSEE leases from CITY the right, easement and privilege of placing, constructing, repairing, replacing, maintaining and using a line of pipe having a nominal internal diameter of not more than ten and three-quarters (10-3/4) inches and all necessary and proper fixtures and equipment for use in connection therewith for the transmission and distribution of refined petroleum, liquid fuel products, but expressly excepting and excluding propane, butane, natural gas and other gases, and for all other purposes connected therewith, upon, along and under the hereinafter-described property, at such location and elevation as may now or hereafter be approved in writing by the City Engineer of the City of San Diego from time to time, together with the right of ingress thereto and egress therefrom, said property being described as follows: (See Exhibit "A" for general location)

An easement for refined petroleum and liquid fuel products pipeline lying over, under, along and across a portion of Pueblo Lot 1355 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, California, as shown on Map of the Pueblo lands of the City of San Diego, said easement measuring 10 feet in width by 3,880 feet in length, consisting of approximately 0.89 of an acre of City-owned land lying 5 feet each side of a line more particularly described as follows:

Commencing at a point in the Easterly boundary line of said Pueblo lot, as shown on Map 5263L entitled "Easterly Boundary of the Pueblo of San Diego as Resurveyed in 1919" and filed in the Office of the City Engineer of said CITY, distant South 47°02'54" East 1020.51 feet from the most Northerly corner of said Pueblo lot, which point is also at a Pueblo Boundary Survey Station 197 + 00.48; the TRUE POINT OF BEGINNING; thence

South 14°54'24" East 87.384 feet to a point Southwesterly at right angles 46.49 feet from said Easterly boundary; thence South 47°07'04" East 211 feet; thence South 87°57'07" East 63.64 feet to the intersection of the Easterly boundary of the said City property. The line continues along said line 7.07 feet on private land; thence South 47°02'54" East 536.8 feet; thence South 02°02'54" East 5.66 feet where it reenters City property; thence continuing along said line an additional 9.90 feet; thence South 47°02'54" East 2122.480 feet to a point Southwesterly at right angles 6.70 feet from said Easterly boundary; thence South 26°50'50" East 371.742 feet to a point Southwesterly at right angles 9.0 feet from said Easterly boundary; thence South 28°13'53" East 136.019 feet to a point at right angles Southwesterly 6.70 feet from said Easterly boundary; thence South 27°06'39" East 756.923 feet to a point at right angles Southwesterly 8.70 feet from said Easterly boundary; thence South 29°10'56" East 122.37 feet to a point South 74°53'45" West 4.705 feet from said Easterly Boundary Survey Station 13 + 90.22, as shown on said Map 5263-L, at which point said pipeline exits City property.

1.02 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 establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access at 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'S 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 the CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.03 Access. LESSEE shall at any time, when necessary, have access to said easement and any construction placed thereon for the purpose of repairing, constructing, replacing, inspecting and maintaining the same; provided, always, that LESSEE shall be responsible for

any damage which may result to CITY or any of its lessees as prescribed in Section 5, Paragraph 5.01 Indemnity, of this lease, by reason of any negligent act or omission on the part of the employees of LESSEE arising out of such work of repairing, constructing, replacing, inspecting and maintaining said pipeline.

- 1.04 Dedication for Public Street Purposes. CITY reserves the right to dedicate any part or all of the property described above for public street purposes, at which time the rights of LESSEE, as between LESSEE and CITY, shall be the same as those under which LESSEE occupies and utilizes the streets of the City of San Diego, and LESSEE shall be subject to the requirements of relocation and/or removal of its facilities at the request of CITY. The rights of LESSEE shall not, however, be subordinate to the rights of any other public utility.

SECTION 2: TERM

- 2.01 Commencement. The term of this agreement shall commence on the first day of the calendar month following execution by the City Manager and end on January 5, 2003. The ending coincides with the termination date of the current franchise agreement with the City of San Diego for the portions of the pipeline within CITY streets.
- 2.02 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered 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; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.
- 2.03 Termination for Nonuse. In the event the lands herein leased are not utilized for the purposes for which they were leased for a period of six (6) months, the herein lease shall terminate and be of no further force and effect.
- 2.04 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge and deliver to the CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the leasehold 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 the LESSEE'S failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE rights to the premises.

SECTION 3: RENT

- 3.01 Place of Payment. All rents required herein must be made payable to the City Treasurer and mailed or delivered to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165.

The place and time of payment may be changed at any time by CITY upon thirty (30) days written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. LESSEE assumes all risk of loss and late payment charges if payments are made by mail or if postmarks are illegible, in which case, the payment shall be deemed paid upon actual receipt by the City Treasurer.

3.02 Rent.

- a. Rent Amount. The initial rent is One Thousand Eight Hundred dollars (\$1,800) per year, payable annually in advance on or before the first day of the calendar month when the lease becomes effective and on each yearly anniversary thereafter.
- b. (1) CPI Index Adjustments. On the first day of the sixth (6th) year following the effective date of the lease and at seven and one-half (7-1/2) years following said effective date and at the end of every five (5) years thereafter during the lease term, the rent shall be adjusted to reflect increases in the Consumer Price Index (CPI).

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California. If this index is no longer published, the index for adjustment will be the U. S. Department of Labor's Comprehensive Official Index most comparable to aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1967, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Section 3.02, b.(1). Until the rent adjustment can be reasonably determined by the index method, LESSEE will continue to make payments at the existing rental rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to the CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

- (2) Index Adjustment Computation. The rent for each rental period following the adjustment, until the next adjustment or other rental determination as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established as follows:

The "adjustment figure" shall be established by dividing the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be a three-month average of index figures published by said CPI using the fourth, fifth and sixth full months preceding the effective date of this agreement.

To illustrate, if the lease began in May, the CPI figures for November (sixth month), December (fifth month) and January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three-month average of index figures published by said CPI. The three months to be used to establish said average shall be the fourth, fifth and sixth full months preceding the adjustment date.

The "base figure for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

Current Index 121
Base Figure $\frac{121}{110} = 1.10$ (Adjustment Figure)

Effective Rent x 1.10 = Adjusted Rent

Example 2

Current Index 138
Base Figure $\frac{138}{121} = 1.14$ (Adjustment Figure)

Effective Rent $\times 1.14 =$ Adjusted Rent

The adjustment figure is then multiplied by the annual rent from the preceding adjustment period and the new rent is determined. Using the foregoing examples, if the rent is now \$1,000 per year, after the first adjustment it will be \$1,100 per year ($\$1,000 \times 1.10$). In the second adjustment, it will be \$1,254 per year ($\$1,100 \times 1.14$).

- 3.03 Delinquent Rent. If the LESSEE fails to pay the rent when due, the LESSEE will pay in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, the LESSEE shall pay an additional ten percent (10%) [being a total of fifteen percent (15%) which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

LESSEE agrees to pay such amount and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE'S late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

SECTION 4: ASSIGNMENT/DEFAULT

- 4.01 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. Such consent shall not be unreasonably withheld. A consent to one 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, subletting, occupation, or use by another person 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.

- 4.02 Default. It is further agreed by and between the parties hereto that in case of the violation by LESSEE of any of the terms and conditions of this lease and the failure of LESSEE to correct such violation within thirty (30) days after written notice thereof, CITY may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of LESSEE and for its account.

SECTION 5: INDEMNIFICATION

- 5.01 Indemnity. LESSEE at all times shall 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 LESSEE'S 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 of LESSEE'S facilities on the premises of any nature whatsoever, which may exist by reason of any act, omission, neglect, or LESSEE'S use or occupation of the premises,
- b. LESSEE'S 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.

The indemnity shall not extend to CITY'S sole negligence nor to the negligence of any other party who is using the property with the express consent of the CITY, other than LESSEE.

- 5.02 Insurance. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- a. Public liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) COMBINED SINGLE LIMIT LIABILITY. This policy shall cover all injury or damage, including death, suffered by any party or parties, from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE, on or in connection with the use or operation of the premises.

- WTE
[Signature]
- b. Fire, extended coverage and vandalism insurance policy on all of Lessee's insurable property on the premises, in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property.
- c. Conditions. All insurance policies will name the CITY as an additional insured, protect the CITY against any legal costs in defending claims and will not terminate without sixty (60) days prior written notice to the CITY. All insurance companies must be satisfactory to the CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises and full applicable Fire Insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- d. 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 acquire any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease. *any of Lessee's
- WTE
[Signature]
- e. Accident Reports. LESSEE shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report should 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.
- f. Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer or insurers and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this subsection f., if LESSEE fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE and CITY shall be entitled to exercise all legal remedies in the event of such default.

SECTION 6: IMPROVEMENTS

- 6.01 Construction and Removal. LESSEE shall bear the entire expense arising from the construction of any of LESSEE'S improvements on the said premises, and LESSEE shall have the privilege, upon the termination of this lease, of removing from said demised premises, at its own expense, all improvements which have been placed thereon. LESSEE may abandon all facilities in place.
- 6.02 Improvement Restrictions. LESSEE shall not fence or otherwise obstruct the easement herein leased, without written permission of the City Manager. Such permission shall not be unreasonably withheld. Nor shall LESSEE prevent the use of the CITY of the surface of said easement for roads, paths, or other purposes which do not interfere with the operation and maintenance of said pipeline.

SECTION 7: GENERAL PROVISIONS

7.01 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 and to CITY respectively as follows:

San Diego Pipeline Company
2319 S. Riverside Avenue
Bloomington, CA 92316

Attention Mr. N. H. Wilhelm

City Manager
City Administration Building
202 C Street, M.S. 98
San Diego, CA 92101-4155

Attention Property Director

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.
- 7.02 Compliance with Law. LESSEE will at all times in the construction, maintenance, occupancy and operation of the premises, comply with all applicable laws, statutes, ordinances and regulations of the CITY, County, State and Federal Government, at LESSEE'S sole cost and expense. In addition, LESSEE will 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.
- 7.03 CITY Approval. The approval or consent of the 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.
- 7.04 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.
- 7.05 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.
- 7.06 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.
- 7.07 Vacation of the Premises. LESSEE agrees that on the last day of said term, or other sooner termination of this lease, LESSEE shall and will peaceably and quietly leave, surrender and yield up unto CITY the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

SECTION 8: SIGNATURES

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.

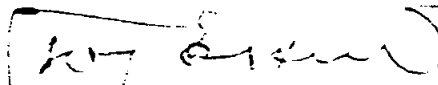
THE CITY OF SAN DIEGO

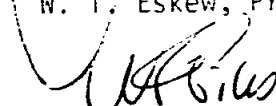
Date: JUL 30 1984

By: 
Assistant City Manager

LESSEE: SAN DIEGO PIPELINE
COMPANY, INC.

Date: JUL 6 1984

By: 
W. T. Eskew, President

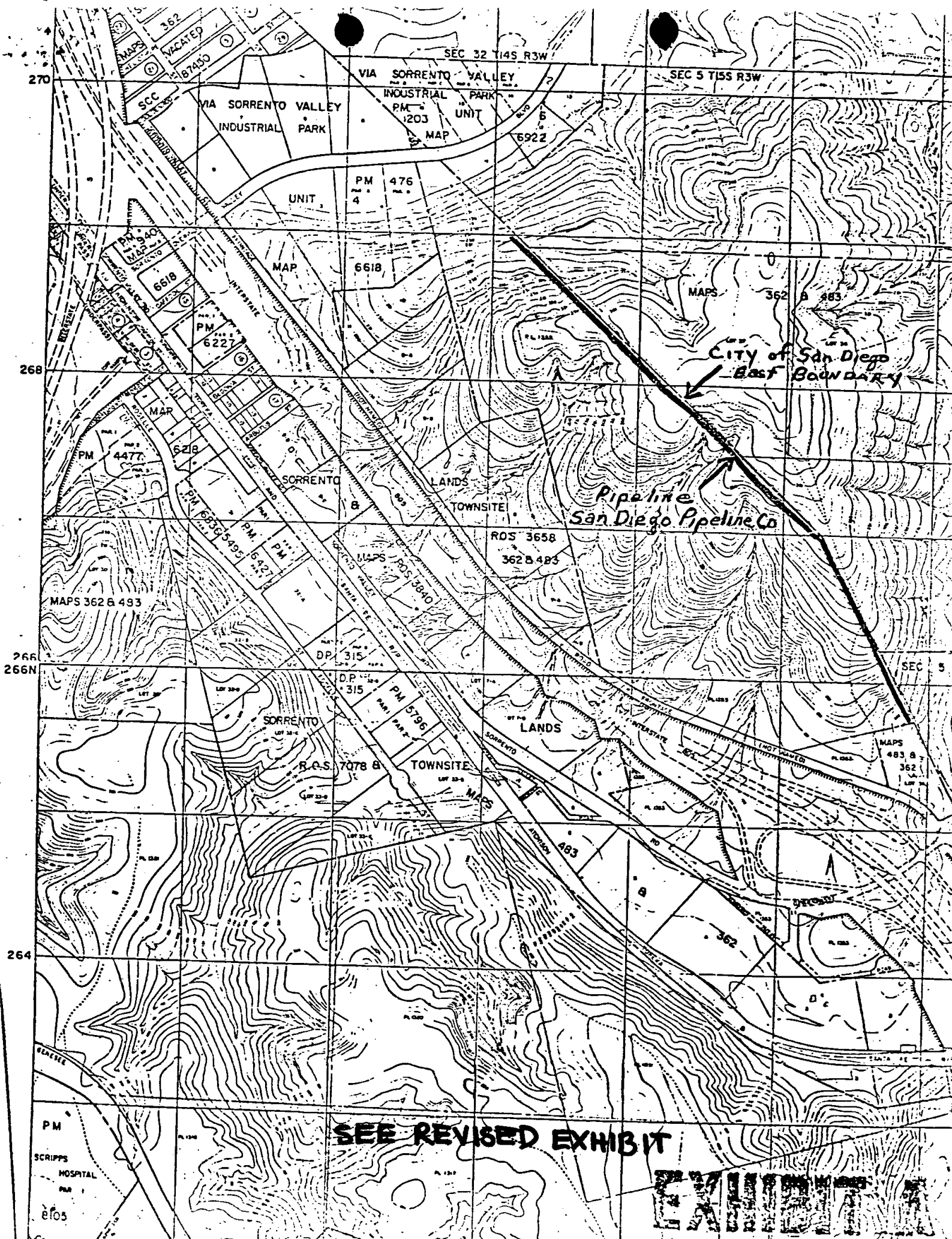
by: 
W. F. Piles, Secretary

APPROVED as to form and legality this 6 day of August, 1984.

By: 
City Attorney

CAF:jw-h(5)F7
6-19-84

SECTION 9: EXHIBIT





BASE MAP	
DRAWN 5-14-73 BRJ	
REVISED	
11-5-83	
2-28-84	

JUNE 1986

REVISED EXHIBIT A

CITY OF SAN DIEGO

SCALE 1 INCH = 80
DATUM IS MEAN SEA

Ferraro 503
(R-85-108)

RESOLUTION NUMBER R- 261280

Adopted on JUL 30 1984

BE IT RESOLVED, by the Council of The City of San Diego,
that the City Manager is hereby authorized and empowered to
execute, for and on behalf of The City of San Diego, a lease
agreement with SAN DIEGO PIPELINE COMPANY, a corporation, for a
refined petroleum and certain liquid fuel products pipeline
easement on a portion of Pueblo Lot 1355, under the terms and
conditions set forth in that lease agreement on file in the
office of the City Clerk as Document No. RR- 261280.

APPROVED: John W. Witt, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
7/16/84
Or.Dept:Prop.
Job:217392
Form=r.none

ORDINANCE NO. 9471
(New Series)

JUL 12 1966

CLERK'S OFFICE COPY
DO NOT GIVE OUT

AN ORDINANCE AUTHORIZING THE EXECUTION OF
A LEASE OF A PORTION OF PUEBLO LOT 1355

WHEREAS, the San Diego Pipeline Company, a corporation, desires to lease City-owned property in a portion of Pueblo Lot 1355 of the Pueblo Lands of San Diego for pipeline purposes; and

WHEREAS, The City of San Diego reserves all gas, oil and mineral rights in and on said premises herein leased, together with the right to dedicate any part or all of the property for public street purposes; and

WHEREAS, it is in the public interest that said lease be executed and the City Manager has recommended it; NOW, THEREFORE,

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

Section 1. That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City a Lease agreement with San Diego Pipeline Company, a corporation, as Lessee, leasing a portion of Pueblo Lot 1355 of the Pueblo Lands of San Diego, consisting of a 10-foot strip of land approximately 4339 feet in length, for a term of fifteen (15) years, at a rental of \$250.00 per year, for the purpose of the construction and maintenance of a fuel pipeline not to exceed 10 3/4" in diameter, under the terms and conditions set forth in the form of Lease on file in the office of the City Clerk as Document No. 701570.

Section 2. This ordinance shall take effect and be in force on the thirty-first day from and after its passage.

Presented by _____

APPROVED: EDWARD T. BUTLER, City Attorney

By _____
Robert S. Teaze, Chief Deputy

rb/6-24-66