

COPY

LEASE AGREEMENT

(County Probation Department-Barrett Lake Adult Detention Camp)

DOCUMENT NO. RB-257602

FILED DEC 7 1982

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

DUPLICATE ORIGINAL

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LEASE AGREEMENT

(County Probation Department-Barrett Lake Adult Detention Camp)

THIS LEASE AGREEMENT, made and entered into this 2th day of December, 19 82, by and between CITY OF SAN DIEGO, a Municipal Corporation hereinafter referred to as "Lessor", and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, hereinafter referred to as "County", whereby the parties hereto agree as follows:

WITNESSETH:

1. ADMINISTRATION. This Lease Agreement (hereinafter referred to as "Lease") shall be administered on behalf of County by the Director, Department of General Services, County of San Diego, hereinafter referred to as "County's Lease Administrator", and on behalf of Lessor by City Manager.

2. DESCRIPTION. Lessor hereby leases to County that real property described in Exhibit "A", attached hereto and by this reference made a part hereof. Said real property (hereinafter referred to as "Demised Premises") is leased on the terms and conditions hereinafter set forth.

3. TERM. The term of this Lease shall commence upon the date of execution of this agreement and shall terminate 50 years from the date of execution.

4. EARLY TERMINATION. This Lease Agreement may be terminated by County at any time after five years by giving Lessor a minimum of 180 days prior written notice. Lessor shall have the right to terminate this Lease Agreement by giving County at least five years prior written notice of intent to so terminate at any time after the 25th year of the term of this lease agreement.

5. HOLDING OVER. Any holding over by County after the expiration of the term of this Lease shall be construed to be a tenancy from month to month at the monthly

DUPLICATE ORIGINAL

rental and on the terms and conditions specified herein so far as the same may be applicable. Subject to the provisions of paragraph 13, such holding over shall include any time required by County to remove its improvements.

6(a). RENT. The base rent reserved for the first 11 years of the term of this Lease shall be the sum of Two Hundred Dollars (\$200) per month. Rent shall be payable in arrears on the first day of the month following the month in which rental was earned during the term. If the first day of the term shall not be the first day of the month, the rental for the portion of the term occurring in the first and last calendar months of the term shall be appropriately prorated. Accrual of rent shall commence upon the date of execution of this lease agreement by City Manager.

Installments of rent shall be paid by depositing County warrants in facilities of United States Postal Service made payable to the City Treasurer and addressed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, CA 92112-4165.

6(b). MARKET VALUE ADJUSTMENTS. Upon the first day of the twelfth lease year following the effective date of this agreement and upon the first day of each ten-year period thereafter, the rent for the ensuing ten years shall be determined by multiplying the capitalization rate of five percent (5%) by the fair market value of the leased premises as of the adjustment date. The fair market value of the leased premises shall be determined by an appraisal made by a professional independent real estate appraiser selected by mutual consent of the parties from the list of appraisers approved by the Lessor. In the event the parties cannot reach agreement upon selection of a mutually acceptable appraiser, then Lessor and County will each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser, which third appraiser will be employed to make the appraisal of the fair market value of the premises and which value will be utilized to determine the adjusted rent previously

described herein. In the event that the two selected appraisers fail to mutually select a third appraiser within thirty (30) days, then the third appraiser will be appointed by the presiding judge of the Superior Court of the State of California, County of San Diego, acting in his or her individual capacity, on prompt application by either Lessor or County with notice thereupon to the other party. The appraiser shall complete the assignment within sixty (60) days of appointment. Each party shall pay the cost of its own selected appraiser and both Lessor and County agree to equally share the cost of the mutually selected or court appointed third appraiser. Lessor and County agree to accept and be bound by the valuation determined by the selected or appointed appraiser.

In establishing the fair market value of the premises, the appraiser shall consider the property as a fee simple absolute estate and as unimproved land and available for lease or sale for the authorized purposes of this lease at the commencement of the rental period under review.

The date of value of the appraisal shall be the date of rental adjustment as hereinabove established. In the event the appraisal is not completed in time to permit the adjustment to be made upon the date specified, County agrees to continue to pay rent in accordance with the then existing lease rates and the adjustment, when determined, will be retroactive to said effective date of rental adjustment. Any deficiency shall be paid by County to Lessor within thirty (30) days after determination of the new rental rate.

6(c). INCREASE ONLY. In no event shall the rent as adjusted by periodic appraisals as provided for herein be less than the rent in existence on the day prior to the adjustment date.

7. USE. The Demised Premises shall be used for operating and maintaining an adult detention camp facility.

8. UTILITIES. County shall pay for all utilities necessary for the use and enjoyment by County of the Demised Premises.

9. JANITORIAL SERVICES AND TRASH REMOVAL. County shall furnish at its sole expense all janitorial and trash removal services which may be required by its occupancy and use of the Demised Premises. Such services shall be provided at the level necessary to maintain the Demised Premises in a clean and orderly condition.

10. REPAIRS AND MAINTENANCE. Subject to the provisions of the DAMAGE OR DESTRUCTION clause hereto County, at its expense, shall keep in good order, condition and repair the Demised Premises and every part thereof.

11. MINERAL AND WATER RIGHTS. Lessor hereby reserves all rights, title and interest in any and all gas, oil, mineral and water upon or beneath said leased premises. Lessor shall have the right to enter those portions of said leased premises, which are not within the immediate vicinity of any improvements placed thereon by County, for the purpose of drilling, operating and maintaining such installations as are necessary or desirable for the development of said gas, oil, mineral and water rights. Lessor hereby reserves the right to grant such easements or establish such rights of way over, under, along and across the aforesaid portions of said leased premises, which are not within the immediate vicinity of any improvements placed thereon by County, for utilities, throughfares or access as it may deem advisable for the public good. Lessor agrees that enforcement of the provisions of this paragraph will be in such a manner so as to cause County minimum inconvenience and expense in keeping with the practical application of the rights reserved herein.

12. SANITARY DISPOSAL. County agrees to submit to Lessor for approval prior to commencement of construction plans for the sewage treatment and disposal process of the installations to be made under this agreement, and to thereafter abide by such plans unless altered under written approval of the City Manager of said Lessor.

13. INSTALLATION AND ALTERATIONS. County may, at County's own expense, make any installation, alteration or changes in the leased premises or cause to be made,

built or installed thereon, any buildings, structures, signs, fixtures, equipment, or other improvements necessary or desirable for County's use of said premises for the specified and authorized purpose of this Lease, and may alter and repair any such structures, buildings, or other improvements.

Lessor agrees that all fixtures and improvements installed by County upon the Demised Premises shall be and remain the property of County and shall be removed by County, at County's option, within 90 days of the termination date of this Lease. Any fixtures and improvements not so removed shall be deemed abandoned and shall become Lessor's property.

14. DAMAGE OR DESTRUCTION. In the event that the Demised Premises should be partially damaged by fire or any other cause during the term of this Lease or extension thereof, other than through the fault or negligence of County, and

In the event the damage amounts to the substantial destruction of the Demised Premises or cannot be repaired in 180 days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction.

15. SIGNS. County may erect any signs necessary to identify County's occupancy of the Demised Premises during the term hereunder. Signs shall be removed by County upon termination of this Lease after receipt by County of a written request by Lessor. In the event Lessor does not request removal of signs within 30 days of termination of this Lease, County shall be under no obligation to remove said signs.

16. QUIET POSSESSION. Lessor for itself, its heirs, devisees, successors or assigns, covenants and agrees that County, upon payment of the rental reserved and the compliance with all the terms and conditions of this Lease may lawfully, peacefully and quietly have, hold, use, occupy and enjoy the Demised Premises and each part thereof during the term of this Lease or any extensions thereof without hindrance or interruption

from Lessor, its heirs, devisees, successors or assigns. Lessor has and reserves the right at any reasonable time to enter upon the Premises, to inspect said Demised Premises or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the Demised Premises.

17. NOTICE. Any notice or notices given by Lessor or County to the other may be personally served upon Lessor or County or any person hereafter authorized by either in writing to receive such notice, or may be served by depositing the same in the United States Mail, postage prepaid, addressed to the appropriate address hereinafter set forth or to such other address as Lessor or County may hereafter designate by written notice.

TO: COUNTY

Director
Department of General Services
Building 2, Room 240
555 Overland Avenue
San Diego, CA 92123

TO: LESSOR

City Manager, ATTN: Property Director
City Administration Building
202 "C" Street (MS 9B)
San Diego, CA 92101-4155

18. SUBLEASE AND ASSIGNMENT. County agrees not to sublet the whole or any part of the Demised Premises nor to assign this Lease without in each case first securing the written consent of Lessor.

19. EMINENT DOMAIN. If all or part of the Premises is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain other than the County, the interests of the Lessor and County 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, leaving the remainder unusable for lease purposes, if in the opinion of the County 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, leaving the remainder usable for lease purposes, if in the opinion of the County, 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 of the condemning authority, whichever occurs first, but shall continue for the portion not taken. The minimum rent shall be reduced in proportion to the amount of the land taken.

d. Award. All monies awarded in any such taking shall belong to Lessor whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, County shall be entitled to any award attributable to the taking of, or damages to, installations or improvements of County.

e. Transfer. Lessor has the right to transfer the Lessor's interests in the Premises, in lieu of condemnation, to any authority entitled to exercise the power of eminent domain. If a transfer occurs, the County shall retain its possessory interest in the fair market value of any improvements placed on the Premises in accordance with this Lease by County.

f. No Inverse Condemnation. The exercise of any Lessor rights under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon Lessor for inverse condemnation.

20. EXERCISE OF EMINENT DOMAIN BY COUNTY. In the event the Demised Premises are acquired by the County during the term of this Lease through eminent domain procedure, the compensation to be awarded to Lessor shall not include any amounts for the fixtures and improvements constructed on the Demised Premises by County and the valuation basis employed for the land shall not take into consideration the value of this Lease.

21. SEVERABILITY. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

22. TIME OF ESSENCE. Time is expressly declared to be of the essence of this Lease and of each, every and all of the covenants and conditions herein.

23. ARBITRATION. If the parties hereto should not agree as to the terms and provisions of this Lease, such disagreement shall be determined by arbitration pursuant to the provisions of the California Code of Civil Procedure.

24. FINANCIAL RESPONSIBILITY. County agrees that Lessor shall not be held liable for or not to any expense for the maintenance of the leased premises, rights of way, roads, wells or any other uses incidental thereof; or for the maintenance, repair or replacement of any improvements placed thereon by either party to this agreement.

25. FIRE PROTECTION. Lessor agrees that County may enter upon Lessor's premises adjacent to the leased premises, rights of ways, wells, or other installations authorized under this agreement for the purpose of cutting and removing brush and other inflammable material for the purpose of establishing and maintaining firebreaks in accordance with established forestry practices.

26. LIABILITY. Lessor does not assume any liability for injury or damage to any person or property incident to or that may arise during and in consequence of (a) the use, occupancy and enjoyment, in accordance with this agreement, by the County of the Demised Premises, or (b) the construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate, maintain and use any equipment or structures upon said premises, and the County agrees to use, occupy and enjoy the Demised Premises with all reasonable precaution to avoid damage to third persons or to the premises of City.

27. HOLD HARMLESS AND NONLIABILITY OF LESSOR. County shall, to the extent authorized by law, indemnify and hold harmless Lessor from and against any loss,

damage and liability to Lessor, including court costs and attorney's fees incurred by Lessor in defending against the same, occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its employees, invitees or agents in connection with the use of the leased premises.

28. HEALTH REGULATIONS. The maintenance and operation of the adult detention camp facilities under the terms of this Lease shall be subject to the requirements of the City-County Health Department regulations concerning the operation of facilities near a reservoir and shall further be subject to any orders issued by any state or local agency having jurisdiction over reservoirs.

29. EXECUTION. This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease, and it is also understood and agreed that separate counterparts of this Lease may be separately executed by Lessor and County, all with the same full force and effect though the same counterpart had been executed simultaneously by both Lessor and County.

30. SUPERCEDURE. It is mutually agreed that this Lease, upon execution, supercedes and annuls that certain Lease executed on the 1st day of July 1958, between the parties herein and known as City Document No. 576141 and County Contract No. 01046-0780-E, 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 Lessor under such agreement.

31. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and no term or provision hereof may be changed, waived, discharged or terminated unless the same be in writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

COUNTY OF SAN DIEGO

Date 12/17/82(20)

Porter D. Cremans
Clerk, Board of Supervisors

THE CITY OF SAN DIEGO

Date 12/17/82

June Swane
ASSISTANT TO THE City Manager

Approved as to form and legality:

Dated 12/20/82

By [Signature]
Dep. City Attorney

Dated it

By _____
County Counsel

DUPLICATE ORIGINAL

R- 257602

LEGAL DESCRIPTION

Parcel No. 82-0429-A2 (10-21-82) (WAR:RH:sf)

All that portion of the Southeast Quarter and of Lot 7 of Section 4 Township 17 South, Range 3 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, described as follows:

Commencing at the East Quarter corner of said Section 4 as shown on Record of Survey Map No. 8365 on file in the Office of the County Recorder of said County; thence along the East-West centerline of said Section, North 88°58'44" West, as shown on said Record of Survey No. 8365, 285.00 feet to the TRUE POINT OF BEGINNING; thence North 33°40'00" West, 215.00 feet; thence North 75°20'00" West, 320.00 feet; thence South 55°00'00" West, 800.00 feet; thence South 30°00'00" West, 320.00 feet; thence South 57°16' 50" East, 1,564.99 feet; thence North 08°35'15" East, 1,000.00 feet to a point which bears South 33°40'00" East from the TRUE POINT OF BEGINNING; thence North 33°40'00" West, 400.29 feet to the TRUE POINT OF BEGINNING.

Contains 30.19 acres, more or less.

TOGETHER WITH Parcel No. 82-0429-B attached hereto and made a part hereof.

EXHIBIT A

Parcel No. 82-0429-B (9-13-82) (DMW:WAR:mj)

An easement for ingress, egress, road and public utility purposes over, under, through and across those portions of the East Half of Lot 8 and of the North Half of the Southeast Quarter of Section 4, Township 17 South, Range 3 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey thereof lying within a 66.00 foot wide strip of land, the sidelines of said strip lying 33.00 feet on each side of the following described centerline:

Commencing at the East Quarter corner of Section 32, Township 16 South, Range 3 East, San Bernardino Base and Meridian in said County of San Diego; thence along the Easterly line of said Section 32, North $01^{\circ}30'07''$ East, (Record North $01^{\circ}17'47''$ East) 1267.89 feet to the centerline of Lyons Valley Road at Engineer's Station 176+38.30 as shown on Road Survey 1281; thence along said centerline South $70^{\circ}38'30''$ West (Record South $70^{\circ}26'10''$ West), 103.82 feet to the beginning of a tangent 1000.00 foot radius curve concave Southeasterly; thence Southwesterly along the arc of said curve through a central angle of $14^{\circ}52'00''$, a distance of 259.47 feet; thence tangent to said curve, South $55^{\circ}46'30''$ West (Record South $55^{\circ}34'10''$ West), 181.72 feet to the beginning of a tangent 600.00 foot radius curve concave Southeasterly; thence Southwesterly along the arc of said curve through a central angle of $27^{\circ}20'20''$, a distance of 286.29 feet; thence tangent to said curve, South $28^{\circ}26'10''$ West (Record South $28^{\circ}13'50''$ West), 3114.14 feet to the beginning of a tangent 3000 foot radius curve concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of $04^{\circ}40'28''$, a distance of 244.76 feet to Engineer's Station 134+48.10 being the TRUE POINT OF BEGINNING; thence leaving the centerline of said Lyons Valley Road, South $61^{\circ}17'27''$ East, 144.03 feet to the beginning of a tangent 300.00 foot radius curve concave Southwesterly; thence Southeasterly along the arc of said curve through a central angle of $74^{\circ}06'36''$ a distance of 388.04 feet; thence tangent to said curve, South $12^{\circ}49'09''$ West, 212.69 feet to the beginning of a tangent 400.00 foot radius curve concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of $21^{\circ}07'43''$, a distance of 147.50 feet; thence tangent to said curve South $33^{\circ}56'52''$ West, 1.95 feet to the beginning of a tangent 545.00 foot radius curve concave Easterly; thence Southerly along the arc of said curve through a central angle of $66^{\circ}09'35''$, a distance of 629.31 feet; thence tangent to said curve, South $32^{\circ}12'43''$ East, 0.86 feet to the beginning of a tangent 200.00 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of $46^{\circ}02'44''$, a distance of 160.73 feet; thence tangent to said curve, South $78^{\circ}15'27''$ East, 39.83 feet to the beginning of a tangent 200.00 foot radius curve concave Southwesterly; thence Southeasterly along the arc of said curve through a central angle of $31^{\circ}48'19''$, a distance of 111.02 feet; thence tangent to said curve, South $46^{\circ}27'08''$ East, 134.89 feet to the beginning of a tangent 100.00 foot radius curve concave Northerly; thence Easterly along the arc of said curve through a central angle of $61^{\circ}16'49''$, a distance of 106.95 feet; thence

Parcel No. 82-0429-B (Cont.)

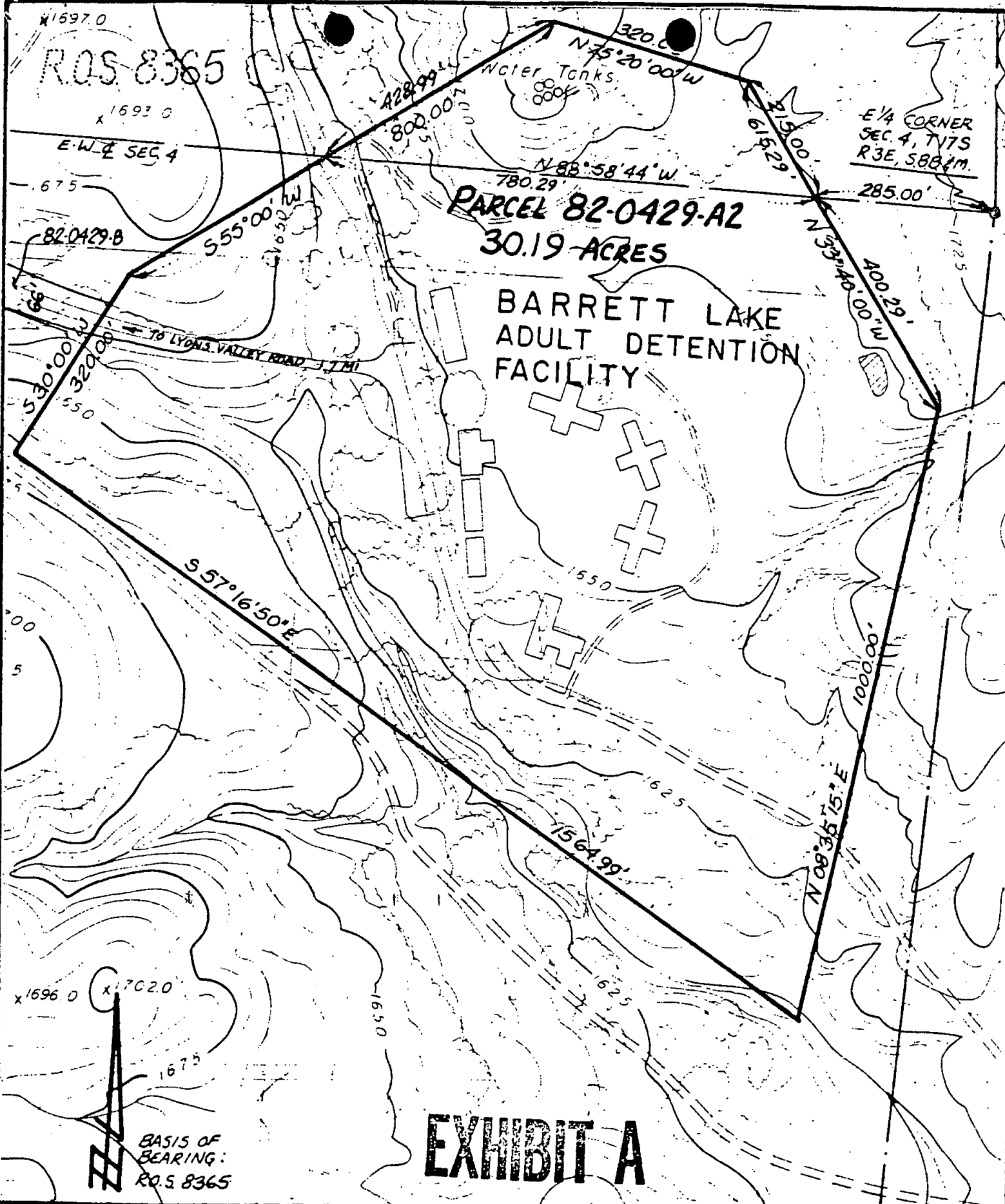
tangent to said curve North 72°16'03" East, 18.01 feet to the beginning of a tangent 100.00 foot radius curve concave Southwesterly; thence Easterly along the arc of said curve through a central angle of 91°53'00", a distance of 160.37 feet; thence tangent to said curve, South 15°50'57" East, 1.00 foot to the beginning of a tangent 160.00 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of 82°46'13", a distance of 231.14 feet; thence tangent to said curve, North 81°22'50" East, 277.78 feet to the beginning of a tangent 200.00 foot radius curve concave Northerly; thence Easterly along the arc of said curve through a central angle of 16°05'59", a distance of 56.20 feet; thence tangent to said curve, North 65°16'51" East, 120.11 feet to the beginning of a tangent 100.00 foot radius curve concave Southwesterly; thence Northeasterly along the arc of said curve through a central angle of 148°13'51", a distance of 258.71 feet; thence tangent to said curve South 33°30'42" West, 239.55 feet to the beginning of a tangent 125.00 foot radius curve concave Northeasterly; thence Southwesterly along the arc of said curve through a central angle of 134°47'00", a distance of 294.05 feet; thence tangent to said curve, North 78°43'42" East, 178.79 feet to the beginning of a tangent 100.00 foot radius curve concave Southwesterly; thence Easterly along the arc of said curve through a central angle of 95°07'58", a distance of 166.04 feet; thence tangent to said curve South 06°08'20" East, 166.04 feet to the beginning of a tangent 200.00 foot radius curve concave Easterly; thence Southeasterly along the arc of said curve through a central angle of 38°51'40", a distance of 135.65 feet; thence tangent to said curve, South 45°00'00" East, 604.54 feet to the beginning of a tangent 200.00 foot radius curve concave Westerly; thence Southerly along the arc of said curve through a central angle of 44°20'47", a distance of 154.80 feet; thence tangent to said curve, South 00°39'13" East, 146.44 feet to the beginning of a tangent 200.00 foot radius curve concave Easterly; thence Southerly along the arc of said curve through a central angle of 19°53'18", a distance of 69.42 feet; thence tangent to said curve, South 20°32'31" East, 334.07 feet to the beginning of a tangent 400.00 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of 29°08'03", a distance of 203.39 feet; thence tangent to said curve, South 49°40'34" East, 389.12 feet to the beginning of a tangent 250.00 foot radius curve concave Southwesterly; thence Southeasterly along the arc of said curve through a central angle of 20°16'37", a distance of 88.47 feet; thence tangent to said curve, South 29°23'57" East, 83.89 feet to the beginning of a tangent 180.00 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of 56°53'46", a distance of 178.74 feet; thence tangent to said curve, South 86°17'43" East, 0.23 foot to the beginning of a tangent 175.00 foot radius curve concave Southerly; thence Easterly along the arc of said curve through a central angle of 26°42'23", a distance of 81.57 feet; thence tangent to said curve, South 59°35'20" East, 70.14 feet to the beginning of a tangent 400.00 foot radius curve concave Northerly; thence Easterly along the arc of said curve through a central angle of 28°31'17", a distance of 199.12 feet;

Parcel 82-0429-B (Cont.)

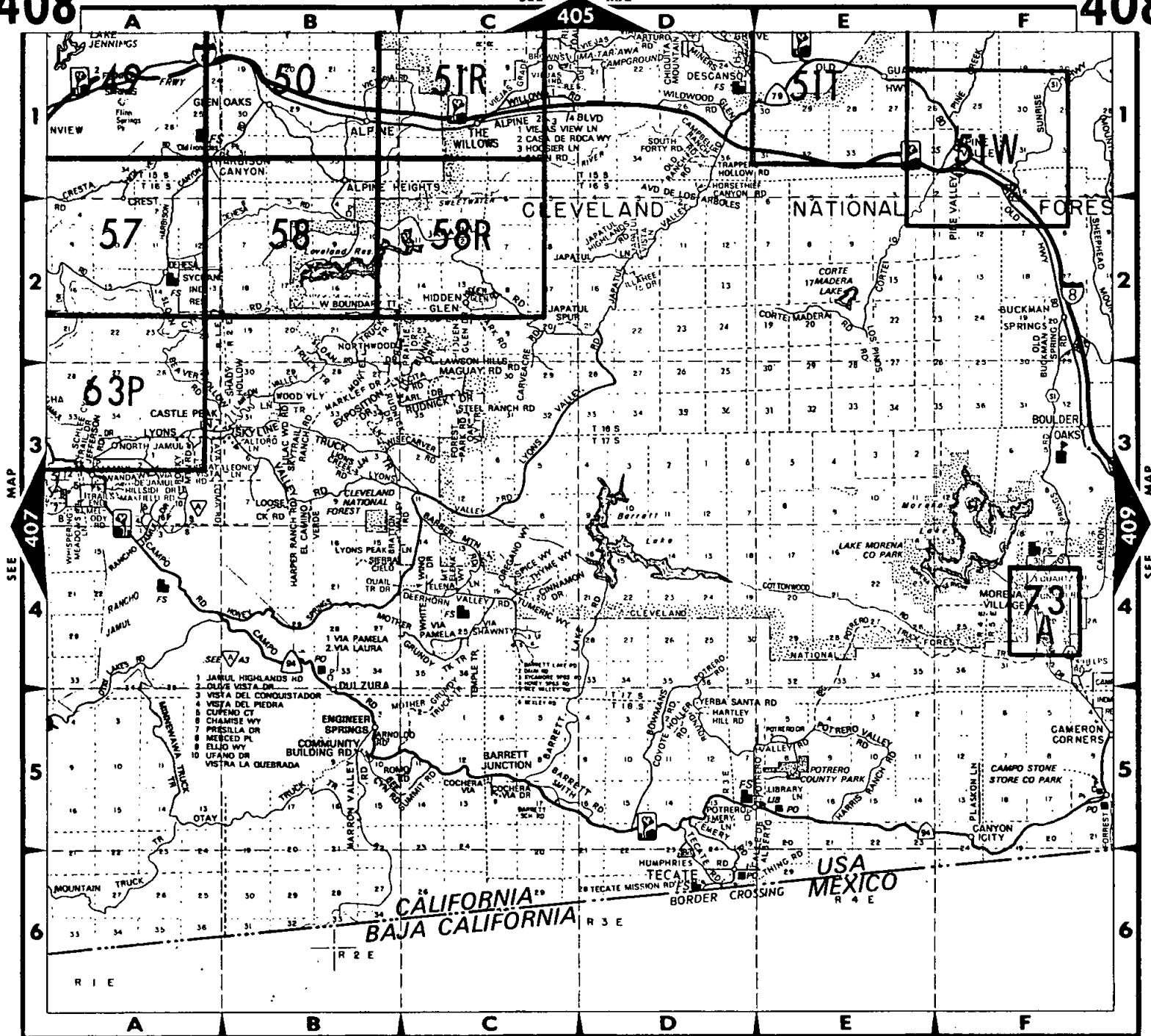
thence tangent to said curve, South $88^{\circ}06'37''$ East, 152.40 feet to the beginning of a tangent 700.00 foot radius curve concave Northerly; thence Easterly along the arc of said curve through a central angle of $22^{\circ}38'32''$, a distance of 276.63 feet; thence tangent to said curve, North $69^{\circ}14'51''$ East, 169.15 feet to the beginning of a tangent 150.00 foot radius curve concave Southerly; thence Easterly along the arc of said curve through a central angle of $47^{\circ}32'03''$, a distance of 124.44 feet; thence tangent to said curve, South $63^{\circ}13'06''$ East, 152.75 feet to the beginning of a tangent 200.00 foot radius curve concave Northerly; thence Easterly along the arc of said curve through a central angle of $17^{\circ}32'42''$, a distance of 61.24 feet to Engineers Station 79+21.79 hereon, hereinafter referred to as Point "A"; thence continuing along the arc of said curve through a central angle of $50^{\circ}59'49''$, a distance of 178.02 feet; thence tangent to said curve, North $48^{\circ}14'23''$ East, 134.15 feet to the beginning of a tangent 100.00 foot radius curve concave Southerly; thence Easterly along the arc of said curve through a central angle of $67^{\circ}57'44''$, a distance of 118.62 feet; thence tangent to said curve, South $63^{\circ}47'53''$ East, 245.97 feet to the beginning of a tangent 700.00 foot radius curve concave Northerly; thence Easterly along the arc of said curve through a central angle of $17^{\circ}53'09''$, a distance of 218.52 feet to the POINT OF TERMINUS.

EXCEPTING THEREFROM any portion thereof lying within said Lyons Valley Road, R.S. 1281 and any portion thereof lying within Barrett Honor Camp as described in Parcel 82-0429-A1 above.

NOTE: Basis of Bearing for Parcel 82-0429-A1 is Record of Survey Map No. 8365. For Parcels 82-0429-B and C, it is the California Coordinate System, Grid Zone 6.



DEPARTMENT OF GENERAL SERVICES FACILITY AND REAL PROPERTY DIVISION COUNTY OF SAN DIEGO	APPROVED BY _____ DRAWN BY <u>RING</u>	DATE <u>9-14-82</u> SCALE <u>1" = 200'</u>	SHEET NO 1 OF 1
	BARRETT LAKE ADULT DETENTION FACILITY		PARCEL NO. 82-0429



(R-83-838)

RESOLUTION NUMBER R- **257602**

Adopted on DEC 7 1982

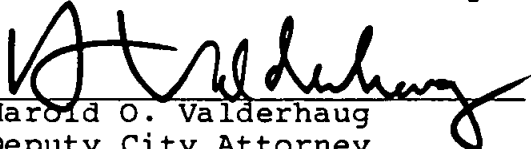
BE IT RESOLVED, by the Council of The City of San Diego, as follows:

That the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a 50-year lease agreement with the COUNTY OF SAN DIEGO, pursuant to which the County will operate and maintain an Adult Detention Camp on approximately 30 acres of City-owned land adjacent to Barrett Lake, with an initial rent to the City of \$200 per month, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No.

RR- **257602** .

APPROVED: John W. Witt, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
11/24/82
Or.Dept:Prop.
Job: 003166
Form=r.none

Passed and adopted by the Council of The City of San Diego on

December 7, 1982 by the following votes:

YEAS: Mitchell, Cleator, Golding, Williams, Struiksma,
Gotch, Murphy.

NAYS: None.

NOT PRESENT: Wilson.

DISTRICT 8: Vacant.

AUTHENTICATED BY:

PETE WILSON
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By BARBARA BERRIDGE
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of RESOLUTION NO. R- 257602 passed and adopted
by the Council of The City of San Diego, California, on 12-7-82.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By Barbara Berridge
Deputy

(Rev. 5/79)

bb

DOCUMENT RR-257602 RESOLUTION NO. R-257602 ORDINANCE NO. _____TERM: (50) Fifty Years BEGINNING 12/17/82LEGAL DESCRIPTION: Barrett LakePROPERTY FILE CODE: T 001PM/004

SIZE:

30 AC

DRAWING NO. _____

PURPOSE: Operate Adult Detention Camp.REMARKS: Rent prorated from 12/17/82 to 12/31/82, 15 days x 6^{.45} per day equals 96.75.RENT: \$200 PER MO/STAY XXXX on the first day of the month following the month in which rental was earned.CREDIT FUND 41500 ACCOUNT 75661BILLED ON 1st (SEE ABOVE) FOR PERIOD IN XX MONTHS. PENALTY: 5% AFTER _____ 10% AFTER _____ DAYSCONTACT Controller cashierADDRESS 5555 Overland St. S.D. CA ZIP 92123 PHONE (619) 565-5193
ATTN: MS 0306

(NAME OF LESSEE)

(BRIEF LEGAL)

(EXPIRATION DATE)

CO. OF SD/BARRETT/06Barrett Lake12/16/2032

City of San Diego

No. 107

Re Approving and Authorizing)
the Execution of a Lease Agree-)
ment with the City of San Diego)
for Property for the Barrett)
Lake Honor Camp.....)

County Contract
Number 1046-780-E

ON MOTION of Supervisor Bird, seconded by Supervisor Austin, the following resolution is adopted:

WHEREAS, there is presented to the Board a proposed Lease Agreement wherein the City of San Diego and the County mutually agree that the City will lease to the County, for use as an Honor Camp, property located in the County of San Diego, State of California, more particularly described as follows:

Portion of Section 4, Township 17 South, Range 3 East,
S. B. B. & M., as more particularly described in said
proposed Lease Agreement;

and

WHEREAS, said proposed Lease Agreement contemplates the use by the County of said property for a term of 25 years commencing with the date of execution thereof, with a right to terminate upon 90 days written notice, applicable to either party, at a rental of \$25.00 a year, subject to terms and conditions as set forth in said proposed Lease Agreement; and

WHEREAS, said proposed Lease has been executed by the City of San Diego, by E. W. Blom, Assistant City Manager, and has been approved as to form by the District Attorney and County Counsel; NOW THEREFORE

IT IS RESOLVED AND ORDERED that said proposed Lease Agreement be and it is hereby approved, and that the Chairman of this Board be and he is hereby authorized and directed to execute said Lease Agreement for and on behalf of the County of San Diego.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 15th day of July, 1958, by the following vote:

AYES: Supervisors Gibson, Bird, Dent and Austin

NOES: Supervisors None

ABSENT: Supervisor Howell

STATE OF CALIFORNIA, }
County of San Diego, } ss.

I, R. B. JAMES, County Clerk of the County of San Diego, State of California, and ex-officio Clerk of the Board of Supervisors of said County, hereby certify that I have compared the foregoing copy with the original resolution passed and adopted by said Board, at a regular

meeting thereof, at the time and by the vote therein stated, which original resolution is now on file in my office; that the same contains a full, true and correct transcript therefrom and of the whole thereof.

Witness my hand and the Seal of said Board of Supervisors, this 15th day of July,
A. D., 19 58.

SEAL

R. B. JAMES,
County Clerk and ex-officio Clerk of the Board of Supervisors.

By

Deputy.

DUPLICATE

CITY CLERK
COUNTY OF SAN DIEGO
CONTRACT
NUMBER 1046-780-E
(Reference above number
in each communication
regarding this contract)

LEASE AGREEMENT

THIS LEASE, executed this 1 day of July, 1958, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City" and the COUNTY OF SAN DIEGO, hereinafter called "County", WITNESSETH:

IT IS MUTUALLY AGREED, by and between City and County, as follows:

(A) That City hereby leases to County for the purpose of construction, operation and maintenance of County honor camp facilities and for no other purpose, those certain premises situated in the County of San Diego, State of California, more particularly described as follows:

All that portion of the SE 1/4 of the NE 1/4, the NE 1/4 of the SE 1/4, and the NW 1/4 of the SE 1/4 of Section 4 T. 17 S. R 3 E S. 36M, in the County of San Diego, State of California described as follows:

Beginning at a point on the East and West Center line of said Section 4, distant thereon North 89° 51' West, 578.05 feet from the East one quarter corner of said Section; thence North 48° 04' 15" West, 209.95 feet; thence South 58° 49' 25" West, 269.05 feet to an intersection with the East and West Centerline of said Section; said point of intersection being North 89° 51' West, 336.44 feet from the point of Beginning; thence continuing South 58° 49' 25" West, 478.83 feet; thence South 31° 59' 25" West, 310.50 feet; thence South 58° 13' 35" East, 994.83 feet; thence North 40° 43' 45" East 846.22 feet; thence North 48° 04' 15" West, 587.82 feet to the Point of Beginning. Containing 20.10 Acres more or less.

(B) The term shall be twenty-five (25) years commencing with the date of execution of this agreement and shall terminate twenty-five (25) years from such date provided, however, that either party shall have the right to terminate this agreement upon ninety (90) days' written notice to the other.

(C) County shall pay to City yearly in arrears commencing on the first anniversary of the date of execution of this agreement as set forth hereinabove, the sum of _____

Twenty-Five Dollars per year.

1. QUIET POSSESSION. County paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have,

hold and enjoy the said premises for the term aforesaid.

2. ALTERATIONS. County may, at County's own expense, make any alteration or changes in the leased premises or cause to be made, built or installed thereon, any buildings, structures, signs, fixtures, equipment, or other improvements necessary or desirable for County's use of said premises and may alter and repair any such structures, buildings, or other improvements. As part of the consideration for this lease, County shall fence the entire premises herein leased and shall thereafter maintain such fence and may construct gates at appropriate locations thereon.

3. REMOVAL OF IMPROVEMENTS. City agrees that all fixtures and improvements installed by County in accordance with the provisions herein provided, shall be and remain the property of County and shall be removed by County at County's own expense within ninety (90) days from the expiration or earlier termination of this lease; provided, however, that if any of said fixtures and improvements shall not be so removed within such time by County, City may remove, or sell, or destroy the same at the expense of County, and County shall pay to City the reasonable cost of any such removal, sale or destruction, or at the option of City any property, real or personal, not so removed shall be deemed abandoned.

4. MAINTENANCE OF THE PREMISES. County shall not commit or suffer to be committed any waste or injury, or any public or private nuisance, shall keep the premises clean and clear of refuse and shall dispose of all garbage, trash and rubbish in accordance with approved standards of refuse disposal and in such a manner as not to cause contamination of City's water impounding system. City shall not be required at any time to make any improvements or repairs not mentioned in this lease on or for the benefit of the leased premises.

5. ENTRY AND INSPECTION. City reserves, and shall

always have the right upon twenty-four (24) hours previous notice to the County, to enter those portions of the leased premises necessary to view and ascertain the condition of the same, and for the purpose of operating and maintaining pipelines on said premises, and for the purpose of making repairs to or developing the water system of City, or to protect its interests in the premises, provided that such inspections or operations shall not be such as to interfere unreasonably with County's occupancy or use of the premises.

6. MINERAL AND WATER RIGHTS. City hereby reserves all rights, title and interest in any and all gas, oil, mineral and water upon or beneath said leased premises. City shall have the right to enter those portions of said leased premises, which are not within the immediate vicinity of any improvements placed thereon by County, for the purpose of drilling, operating and maintaining such installations as are necessary or desirable for the development of said gas, oil, mineral and water rights. City hereby reserves the right to grant such easements or establish such rights of way over, under, along and across the aforesaid portions of said leased premises, which are not within the immediate vicinity of any improvements placed thereon by County, for utilities, throughfares or access as it may deem advisable for the public good. City agrees that enforcement of the provisions of this paragraph will be in such a manner so as to cause County minimum inconvenience and expense in keeping with the practical application of the rights reserved herein.

7. UTILITIES. Except for such installations or utilities as City herein expressly agrees to provide, County shall order, obtain and pay for all utilities, and service and installation charges in connection therewith.

8. ASSIGNMENT. County shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents, officers and employees of City excepted) to occupy or use the premises, or

any portion thereof, without the written consent of the City Manager first had and obtained, and 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 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 County, by operation of law, without the written consent of the City Manager.

9. ASSIGNS. Time is of the essence of each and all of the terms and provisions of this lease and this lease shall inure to the benefit of and be binding upon the parties hereto and any successors of County as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this lease shall extend to, and bind any assigns or sublessees of County.

10. WAIVER. The waiver by City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by County of any term, covenant or condition of this lease, other than the failure of County to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent, nor shall any failure on the part of City to require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease be construed as in any manner changing the terms hereof or to estop City from enforcing the full provisions hereof, nor shall the terms of this lease be changed or altered in any manner whatsoever other than by

written agreement of the City and County.

11. MERGER. The voluntary or other surrender of this lease by County, or a mutual cancellation thereof, shall not work a merger, and shall at the option of City, terminate all or any existing subleases or subtenancies, or may, at the option of City, operate as an assignment to it of any or all such subleases or subtenancies.

12. HOLDING OVER. Any holding over after the expiration of said term for any cause shall be construed to be a tenancy from month to month, at any rental selected by City which has been in effect during the term, and shall otherwise be on the terms and conditions herein specified so far as applicable. Such holding over shall include any time employed by County in removing fixtures and improvements as hereinbefore provided.

13. ABANDONMENT. In the event County abandons use of the leased premises as described herein for a period in excess of two calendar years, then this agreement may at the sole option of City be immediately terminated.

14. SANITARY DISPOSAL. County agrees to submit to City for approval prior to commencement of construction plans for the sewage treatment and disposal process of the installations to be made under this agreement, and to thereafter abide by such plans unless altered under written approval of the City Manager of said City.

15. ACCESS RIGHTS. City agrees to permit County to build , grade or otherwise improve an access road over City's property from Lyons Valley to the damsite with a turnaround and City agrees to dedicate such a road as a County road provided such dedication and construction can be made without the necessity of relocating any water pipelines of City. County agrees to permit City to use said access road over the entire distance through the leased premises whether such road be located on City's property or otherwise. County hereby relieves City of any all responsibility

for maintenance, upkeep, replacement or repair of said access road.

16. FINANCIAL RESPONSIBILITY. County agrees that City shall not be held liable for or put to any expense for the maintenance of the leased premises, rights of way, roads, wells or any other uses incidental thereto; or for the maintenance, repair or replacement of any improvements placed thereon by either party to this agreement.

17. FIRE PROTECTION. City agrees that County may enter upon City's premises adjacent to the leased premises, rights of ways, wells, or other installations authorized under this agreement for the purpose of cutting and removing brush and other inflammable material for the purpose of establishing and maintaining firebreaks in accordance with established forestry practices.

18. LIABILITY. City does not assume any liability for injury or damage to any person or property incident to or that may arise during and in consequence of (a) the use, occupancy and enjoyment, in accordance with this agreement, by the County of the demised premises, or (b) the construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate, maintain and use any equipment or structures upon said premises, and the County agrees to use, occupy and enjoy the demised premises with all reasonable precaution to avoid damage to third persons or to the premises of City.

19. HEALTH REGULATIONS. The maintenance and operation of the County honor camp facilities under the terms of this lease shall be subject to the requirements of the City-County Health Department regulations concerning the operation of facilities near a reservoir and shall further be subject to any orders issued by an appropriate State agency having jurisdiction over reservoirs.

IN WITNESS WHEREOF, this agreement is executed by THE CITY OF SAN DIEGO, acting by and through the City Manager of said City and acting pursuant to Resolution No. 148472 authorizing such execution, and the COUNTY OF SAN DIEGO, acting by and through the Chairman of the Board of Supervisors of said County and acting pursuant to Resolution No. _____ of the Board of Supervisors authorizing such execution, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By

E. J. Blum
Assistant City Manager

COUNTY OF SAN DIEGO

APPROVED

JAMES DON KELLER, District Attorney
and County Counsel

Bestham McLes, Jr.

By

Robert C. Dunt
Acting Chairman, Board of Supervisors

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 8 day of July, 1958.

J. F. DuPAUL, City Attorney

By

Alan M. Luster
Chief Deputy

RESOLUTION No. 148472

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

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, a lease agreement with the County of San Diego for the purpose of construction, operation and maintenance of County honor camp facilities, under the terms and conditions set forth in the form of lease agreement on file in the office of the City Clerk as Document No. 574673.

Presented by _____

APPROVED as
to form by J. F. DuPAUL, City Attorney

By _____
Chief Deputy

3v/6/26/58

I HEREBY CERTIFY the above to be a full, true, and correct copy of Resolution No. _____
of the Council of the City of San Diego, as adopted by said Council _____

City Clerk

By _____
Deputy.

Passed and adopted by the Council of The City of San Diego
on July 1, 1958 by the following vote:

YEAS -- Councilmen: Tharp, Williams, Schneider, Kerrigan, Evenson,
Mayor Dail

NAYS -- Councilmen: None

ABSENT - Councilman: Curran

AUTHENTICATED BY:

CHARLES C. DAIL
Mayor of The City of San Diego, California

PHILLIP ACKER
City Clerk of The City of San Diego, California

(SEAL)

By ELFA F. HAMEL Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of RESOLUTION NO. 148472 passed and adopted
by the Council of The City of San Diego, California July 1, 1958.

PHILLIP ACKER
City Clerk of The City of San Diego, California

(SEAL)

By Elfa F. Hamel Deputy

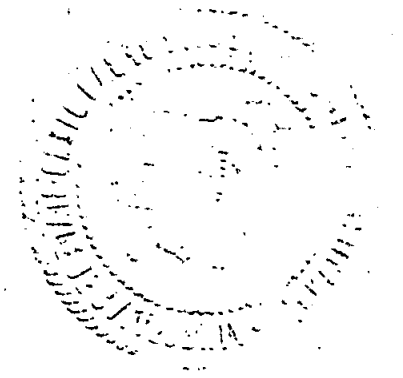
DOCUMENT NO.

576141

FILED

JUL 25 1958

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



Lease Agreement -

County of San Diego for
operation and maintenance of
County honor camp facilities

Auditor

Property

copy 7-28-58

Co. Assessor - att. Mrs. Pirkhardt

3 Water 2nd Floor Aug 12-58

FILM ROLL NO. 153 356