

L E A S E   A G R E E M E N T

11/91

THIS LEASE AGREEMENT is made this 3rd day of December, 1991, by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, herein called "County."

R E C I T A L S

WHEREAS, the City and County entered into an agreement dated December 1, 1970, which provided for the conveyance of Morena Reservoir to the County; and

WHEREAS, the agreement contained an option to repurchase whereby the City had a right to repurchase the property; and

WHEREAS, the City has determined to repurchase the property in accordance with the 1970 agreement; and

WHEREAS, the 1970 agreement in paragraph 9 specifies that, in the event the City exercises its option to repurchase, the City "agrees to lease said property to County for the maximum term allowable at law but not less than fifty (50) years under the same terms and conditions as contained herein" at a consideration of \$1.00 per year plus the performance by County of the services described in "Exhibit A" of the 1970 agreement; and

WHEREAS, the City has exercised its option to repurchase and offered to lease the property back to the County in accordance with the 1970 agreement; NOW, THEREFORE,

COUNTY CONTRACT  
NUMBER: 31457-E

1. Consideration. The consideration for said lease shall be the operation and maintenance of a fishing, park and recreation area on the lease property, and the construction as deemed necessary by COUNTY of improvements in connection with such use. The fishing, park and recreation facilities shall be open to the general public on a nondiscriminatory basis. COUNTY shall have the right to charge fees for the use of the facilities, however, fees for COUNTY and CITY residents shall in all cases be identical. The COUNTY and CITY agree that said property may be used for any other public recreational use, such use to be subject to approval by the CITY, which approval shall not unreasonably be withheld.
2. Further Consideration. As further consideration for said lease and the usable water pool thereon, COUNTY agrees to perform on CITY's behalf the services described in Exhibit A, attached hereto and by this reference incorporated herein as if set out in full.
3. Assignment or Sublease. COUNTY shall not assign all or any portion of the lease premises without the prior written approval of the City Manager, which approval shall not be unreasonably withheld. Any attempts to assign without such written approval of the CITY shall be void. City Manager shall act on COUNTY's assignment request within ninety (90) days after receipt of written request to approve assignment or assignment shall be deemed approved.

COUNTY shall further not sublease all or any portion of the lease premises without the approval of the City Manager, which approval shall not be unreasonably withheld. City Manager shall act on COUNTY's sublease request within ninety (90) days after receipt of written request to approve sublease or sublease shall be deemed approved.

CITY and COUNTY specifically agree that it shall be reasonable on the part of the CITY to condition approval of any proposed sublease or agreement upon a reasonable rental being paid to the CITY by any proposed assignee or sublessee. However, CITY also specifically agree not to require any such payment so long as such sublease or assignment payments do not exceed COUNTY's then present net costs of maintaining, operating and improving the lease premises.

4. Term. The term of this lease agreement shall be ninety-nine (99) years. The lease shall commence upon the first day of the month following execution of this lease agreement by the CITY and the COUNTY.

5. Loss of Water. COUNTY hereby agrees:

That CITY at any time may withdraw water from the water pool on said property.

6. Quality of Water. COUNTY hereby agrees to safeguard the quality of the water of Morena Reservoir and prevent unnecessary and unreasonable pollution of the reservoir water due to operation as a recreation area.
7. Construction and Maintenance of Improvement. COUNTY may utilize all existing structures and facilities. All improvements, structures, and facilities constructed by COUNTY and existing on said property will become the property of CITY upon expiration or earlier termination of this lease agreement.
8. Commercial Developments. COUNTY shall not permit any commercial developments on the property which are not normally considered to be a part of a public recreation area. COUNTY agrees to furnish CITY with current development plans.
9. Hold Harmless. COUNTY shall hold CITY free and harmless against any suits or claims resulting either directly or indirectly from COUNTY's activities under this lease.

CITY shall hold COUNTY free and harmless against any suits or claims resulting either directly or indirectly from CITY's ownership of water rights or from its production, collection, impounding or transmission of water on the property or within the reservoir's drainage basin under this lease.

10. Signs. COUNTY may erect any signs necessary to identify COUNTY's occupancy of the property during the term hereunder.

11. Notice. Any notice or notices given by CITY or COUNTY to the other may be personally served upon CITY 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 CITY or COUNTY may hereafter designate by written notice:

To COUNTY:

Director, Department of  
Parks and Recreation  
5201 Ruffin Road, Suite P  
San Diego, CA 92123

To CITY:

City Manager  
202 C Street, M.S. 9A  
San Diego, CA 92101

12. 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.

13. 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.

14. Early Termination. This lease may be terminated by COUNTY at its sole option at any time by first giving to CITY no less than six (6) months prior written notice.

15. Annual Consultation. CITY will meet with COUNTY in December of each year to inform COUNTY of CITY's operational plans for Morena for the next calendar year.

16. Leasehold Description. The lease premises is described in Attachment 1 hereto.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 16 day of December, 1991.

JOHN W. WITT, City Attorney

By [Signature]  
Harold O. Valderhaug  
Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Agreement this 19th day of November, 1991.

LLOYD M. HARMON, JR.,  
County Counsel

By [Signature]

COUNTY OF SAN DIEGO

By

[Signature]  
Robert R. Copper  
Parks & Recreation Director

CITY OF SAN DIEGO

By

[Signature]  
City Manager

R-279055

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16. Leasehold Description. The lease premises is described in Attachment 1 hereto.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3rd day of December, 1991.

JOHN W. WITT, City Attorney

By

Harold O. Valderhaug  
Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Agreement this 19th day of November, 1991.

LLOYD M. HARMON, JR., County Counsel

By

Anthony C. Calkins

County of San Diego

Approved and/or authorized by the Board  
of Supervisors of the County of San Diego

12-3-91 (16)  
Thomas J. Pastuszka

X

Clerk of the Board of Supervisors

Thomas J. Pastuszka

THOMAS J. PASTUSZKA

Clerk of the Board of Supervisors

## E X H I B I T "A"

### Duties of Resident Personnel at Morena Reservoir

#### DAILY

- Observe and report any malfunction in telephone, power or water level alarm circuits.

#### WEEKLY

- Maintain close coordination and current information with U.S. Forest Service and with Morena Honor Camp Staff.
- Record reservoir gauge reading.
- Record water temperature.
- Record meteorological readings.

#### MONTHLY

- Complete U.S. Weather Bureau report and mail.

#### SPECIAL

- During periods of high rainfall and high reservoir level, at least one responsible attendant must be on station at all times. Accurate rainfall and reservoir gauge readings must be taken at one to three hour intervals, day and night. Safety of the dam depends on close observation of the rate of rise of water in the reservoir.

- Reset water level alarm electrode as necessary.

- During periods of normal low water levels, rain storms are observed twice a day. Record rain gauge and water level readings and call in to City Operations Center at 8:00 a.m. to 3:00 p.m.

Assignment of Operating Expenses and Maintenance Responsibility - Morena Reservoir

- A. City will retain responsibility for the maintenance of the following facilities:

- 1. Telephone lines from outlet tower to Keepers' residences.

2. Telephone line from high-water alarm to Keepers' residences.
  3. Outlet tower and appurtenances.
  4. Outlet weir.
  5. All maintenance and repairs on the existing dam or new facilities constructed by City.
- B. City will retain and pay for electric service to the outlet tower.
- C. City will pay for long distance telephone charges for official calls transmitting hydrographic and weather data to City Operations Center.
- D. All facilities, maintenance and operating costs other than those mentioned above shall be the responsibility of the County.

PARCEL 1:

The Southeast Quarter of the Northeast Quarter, the Southeast Quarter and the South Half of the Southwest Quarter of Section 7, the Southwest Quarter of the Northwest Quarter of Section 8, the East Half of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, the Northwest Quarter, the Northeast Quarter of the Southwest Quarter and the West Half of the Southwest Quarter of Section 18, all being in Township 17 South, Range 5 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, approved May 3, 1859.

PARCEL 2:

That portion of the Northwest Quarter of Section 19, Township 17 South, Range 5 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, approved May 3, 1859, described as follows:

Beginning at the northwesterly corner of said Northwest Quarter, being also the northwesterly corner of land described in deed to Southern California Mountain Water Company, recorded July 18, 1907 in Book 421, Page 201 of Deeds; thence along the boundary of said Southern California Mountain Water Company's land as follows: Southerly along the westerly line of said Northwest Quarter, 1245.93 feet to an angle point therein; South 69° 15' 00" East, 257.24 feet to the most southerly corner of said land; and North 34° 45' 00" East, 141.68 feet to an angle point on the boundary of land described in deed to The City of San Diego, recorded April 14, 1925 in Book 1037, Page 354 of Deeds, thence along the boundary of said City of San Diego land as follows: South 82° 14' 30" East, 17.91 feet; North 86° 35' 30" East, 145.20 feet; North 37° 49' 00" East, 118.15 feet; North 08° 30' 00" West, 196.65 feet; North 25° 35' 00" East, 120.85 feet; North 01° 18' 30" East, 91.17 feet; North 41° 08' 30" East, 120.93 feet; North 07° 54' 45" West, 170.62 feet; North 52° 30' 00" East, 114.30 feet; North 51° 14' 00" East, 133.55 feet; and North 06° 51' 45" East, 312.90 feet to the northerly line of said Northwest Quarter; thence westerly along said northerly line being also the northerly line of said City of San Diego land and the northerly line of said Southern California Mountain Water Company's land, 820.95 feet to the Point of Beginning.

PARCEL 3:

The Southwest Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of Section 1, the East Half of the Southeast Quarter of Section 11, all of Section 12, EXCEPTING from said Section 12 the Northeast Quarter of the Northeast Quarter, all of Section 13, the East Half of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter and the East Half of the Southwest Quarter of Section 14, the North Half, the Northwest Quarter of the Southeast Quarter; the South Half of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter of Section 23, the North Half and the North Half of the Southwest Quarter of Section 24, the Northeast Quarter of the Northeast Quarter of Section 26, all being in Township 17 South, Range 4 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, approved May 3, 1859.

EXCEPTING from Parcel 3 hereinabove described all that portion of Tract 70 of the Morana Reservoir Basin according to the U.S. Government, Department of Interior Survey dated 20 January 1928 and filed in the office of the County Assessor of said San Diego County, more particularly described as follows:

Beginning at the northwesterly corner of Tract 71 of said U.S. Government Survey and being a point on the easterly line of said Tract 70, thence North 2,632.74 feet along said easterly line of Tract 70 to the northeasterly corner thereof, thence West 1,320 feet to the northwesterly corner of said Tract 70, thence South 1,491.55 feet along the westerly line of said Tract 70 to a point, thence South 49° 09' East a distance of 1,743.06 feet to the Point of Beginning and containing 62.49 acres, more or less.

ALSO EXCEPTING from the above-described Parcel No. 3, all that portion of the North One-Half of Section 23, Township 17 South, Range 4 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to said U.S. Government Survey, approved May 3, 1859, more particularly described as follows:

Commencing at the Northwest corner of said Section 23; thence South 33° 07' 00" East, a distance of 1,640.00 feet to THE POINT OF BEGINNING; thence North 54° 07' 00" East, a distance of 300.00 feet; thence South 35° 53' 00" East, a distance of 900.00 feet; thence South 54° 07' 00" West, a distance of 700.00 feet; thence North 35° 53' 00" West, a distance of 900.00 feet; thence North 54° 07' 00" East, a distance of 400.00 feet, returning to THE TRUE POINT OF BEGINNING.