

RESOLUTION No. 224069

(R- 79-2642)

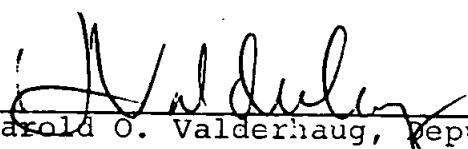
Adopted on JUL 23 1979

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

That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a Seventh Amendment to Operating Agreement with the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, for the purpose of operating the Wild Animal Park in San Pasqual Valley, under the terms and conditions set forth in that Seventh Amendment to Operating Agreement on file in the office of the City Clerk as Document No. 767194.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug, Deputy

HOV:dm
6/25/79
Or.Dept.:Mgr.

Passed and adopted by the Council of The City of San Diego
on July 23, 1979, by the following vote:

YEAS: Mitchell, O'Connor, Lowery, Williams, Schnaubelt,
Stirling, Killea, Wilson.

NAYS: None.

NOT PRESENT: Gade

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 ELLEN BOVARD, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 224069
passed and adopted by the Council of The City of San Diego,
California, on JUL 23 1979.

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

(SEAL)

By Ellen Bovard, Deputy.

~~ADDITION~~

SEVENTH AMENDMENT TO OPERATING AGREEMENT

WILD GAME PRESERVE

THIS SEVENTH AMENDMENT TO THE OPERATING AGREEMENT for the Wild Game Preserve is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, herein called "Society."

RECITALS

A. City and Society acknowledge the concurrent execution of a Lease of the Zoological Gardens in Balboa Park.

NOW, THEREFORE, in consideration of the foregoing recital and mutual obligations of the parties as herein expressed, City and Society agree as follows:

1. Paragraphs 8 and 9 of the Operating Agreement, as amended by the Second Amendment to the Operating Agreement, the original of which is on file in the office of the City Clerk as Document No. 734542 ("The Second Amendment"), are hereby deleted in their entirety and the following paragraphs substituted in lieu thereof:

"8. Society shall have the right to charge fees for admission to the Preserve and activities therein. Net revenues of Society are hereby pledged, as the primary obligation of Society, to provide City with an amount which shall be equal to the amount required by City to amortize the debt incurred by City as a result of the issuance of the general obligation bonds called

DOCUMENT NO. **767194**

FILED AUG 31 1979
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(herein referred to as "Debt Service"). Net revenues of Society exceeding the sums necessary to pay the Debt Service and intangibles owned by Society, may be pledged or assigned as security for indebtedness incurred by Society."

"9. Society shall have the right to rent cameras, strollers, and other equipment for the accommodation of visitors to the Preserve, to sell within the about the Preserve food, beverages, refreshments, gift items, film, printed material, curios, souvenirs, and other merchandise or services ordinarily available to visitors to zoological gardens and exhibits of similar character, and to utilize concessionaires and vending machines for purposes of such sales and rentals. Net revenues after operating expenses derived from such sales, rentals, concessions, and vending machines are hereby pledged, as the primary obligation of Society, to provide City with an amount equal to the Debt Service. Net revenues of Society exceeding the sums necessary to pay the Debt Service shall be expended by Society for the maintenance and operation of the exhibits within the Gardens or Preserve, or for research or education, or for promotion of the Preserve or the Gardens. Such excess revenues may be pledged or assigned as security for indebtedness incurred by Society."

IN WITNESS WHEREOF, this Seventh Amendment to the Operating Agreement is executed by the City of San Diego, acting by and

through its City Manager, pursuant to Resolution No. 224069
authorizing such execution, and by Society pursuant to resolution
of its Board of Trustees dated August 28, 1979.

DATED this 29th day of August, 1979.

THE CITY OF SAN DIEGO

By Sue Williams
DEPUTY City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO

By Dallas Clark
Dallas Clark, President

I HEREBY APPROVE the form and legality of the foregoing
Seventh Amendment to the Wild Game Preserve Operating Agreement
this 10 day of Sept, 1979.

JOHN W. WITT, City Attorney

By John M. Kaheny
John M. Kaheny, Deputy

DOCUMENT NO. 767194 ✓ *72*

FILED Aug. 31, 1979

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(Contr- Zoo)

Amend #7 to agree w/Zoological Society
of San Diego, for operating the Wild
Animal Park in San Pasqual Valley.

R-224069

7/23/79

cc: / Auditor - 7c
/ Office of City Manager -
Sue Williams - 9A
(Dup Original & Copy)

td
9-12-79

RESOLUTION No. 220006

(R-)

Adopted on DEC 21 1977

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 Sixth Amendment to Operating Agreement with the ZOOLOGICAL SOCIETY OF SAN DIEGO for the Wild Game Preserve, on file in the office of the City Clerk as Document No. 727223, deleting approximately 47.7 acres from the preserve premises, under the terms and conditions set forth in the form of Sixth Amendment to Operating Agreement on file in the office of the City Clerk as Document No. 762165.

APPROVED: JOHN W. WITT, City Attorney

By Nancy M. Jones
Nancy M. Jones
Deputy City Attorney

NMJ:rc:266

12/20/77

Or.Dept.: Park & Recreation

Passed and adopted by the Council of The City of San Diego
on December 21, 1977, by the following vote:

YEAS: Mitchell, O'Connor, Williams, Schnaubelt, Gade,
Stirling, Haro.

NAYS: None.

ABSENT: Lowery, Wilson.

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 ALLYN D. NEVITT, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 220006
passed and adopted by the Council of The City of San Diego,
California, on December 21, 1977.

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

(SEAL)

By Allyn D. Nevitt, Deputy.

762165

December 1977
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(Contr-ZOO)

6th amendment to operating agree w/Zoological
Society of San Diego for the Wild Game Preserve
(727223) deleting approximately 47.7 acres from
preserve premises.

R-220006 12/21/77

cc: Vera Moldt- MS-500
Auditor- 7c

~~ORIGINAL~~

SIXTH AMENDMENT TO OPERATING AGREEMENT

WILD GAME PRESERVE

THIS SIXTH AMENDMENT TO THE OPERATING AGREEMENT for the Wild Game Preserve made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, herein called "Society."

R E C I T A L S

A. The State of California wishes to develop a state historical park at the site of the Battle of San Pasqual and the City wishes to lease to the State property for this purpose.

B. The necessary property is available under the operation of the Society, and is surplus to the needs of the Wild Game Preserve.

NOW, THEREFORE, in consideration of the recitals and the mutual promises and obligations of the parties and in consideration of the parties' agreement mutually to agree upon the land to be included by the grant of use and occupancy of the Operating Agreement, all of which are contained in said Operating Agreement, the original of which is on file in the Office of the City Clerk as Document No. 727223, the parties agree as follows:

That Exhibits A and B attached to this amendment and incorporated herein as if set out in full are hereby substituted for Exhibits A and B in the Operating Agreement.

IN WITNESS WHEREOF, this Operating Agreement is executed by the City of San Diego acting by and through its City Manager

pursuant to Resolution No. 220006 authorizing
such execution, and by Society.

Dated this 21st day of December, 1977.

THE CITY OF SAN DIEGO,

By John W. Johnson
~~DEPUTY~~ City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO

By Zella Clark, Pres.

I HEREBY APPROVE the form and legality of the foregoing
Operating Agreement this 2nd day of February, 1977.

JOHN W. WITT, City Attorney

By Nancy M. Jones
Nancy M. Jones
Deputy City Attorney

NMJ:rc
12/20/77

ZOOLOGICAL PARK - SAN PASQUAL VALLEY

Those portions of Sections 27, 28, 29, 32, 33 and 34, Township 12 South, Range 1 West, San Bernardino Meridian (S.B.M.), according to United States Government Survey thereof, in the City of San Diego, County of San Diego, State of California, described as follows:

Beginning at the point of intersection of the Westerly line of the Southeast Quarter of the Southwest Quarter of said Section 29 with the Northerly right-of-way line of State Highway 78, known also as Relocation Route 15, Division 1-2, County Road Survey 533;

1. Thence Northerly along said Westerly boundary to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 29;
2. Thence Easterly along the Northerly line of the Southeast Quarter of the Southwest Quarter of said Section 29 to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 29;
3. Thence Northerly along the Westerly line of the Northwest Quarter of the Southeast Quarter of said Section 29 to the Northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 29;
4. Thence Easterly along the Northerly line of the Northwest Quarter of the Southeast Quarter of said Section 29 to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
5. Thence Northerly along the Westerly line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
6. Thence Easterly along the Northerly line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
7. Thence Northerly along the Easterly line of said Section 29 to the Northeast corner thereof, being also the Northwest corner of Section 28, Township 12 South, Range 1 West, S.B.M.;
8. Thence Easterly along the Northerly line of said Section 28 to the Northeast corner thereof;
9. Thence Southerly along the Easterly line of said Section 28 to the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 South, Range 1 West, S.B.M.;
10. Thence Easterly along the Northerly line of the South Half of the North Half of said Section 27 to the East line of said Section 27;

11. Thence Southerly along the East line of said Section 27 to the Southeast corner thereof, being also the Northeast corner of Section 34, Township 12 South, Range 1 West, S.B.M.;
12. Thence Southerly along the Easterly line of said Section 34 to the Northerly right-of-way line of said State Highway 78;
13. Thence Westerly along the Northerly right-of-way line of said State Highway 78 to the Point of Beginning.

EXCEPTING THEREFROM, those lands described as follows:

Exception Parcel "A" (Battle Monument) In Section 33, Township 12 South, Range 1 West, S.B.M.: Beginning at the point of intersection of the Easterly line of the Southwest Quarter of said Section 33, with the Northerly right-of-way line of said State Highway 78, which point bears South $00^{\circ}53'19''$ East 548.04 feet, more or less, from the center point of said Section 33;

1. Thence Easterly along the Northerly right-of-way line of said State Highway 78 a distance of 300.00 feet;
2. Thence North $00^{\circ}53'19''$ West to the Northerly line of the South Half of said Section 33;
3. Thence Westerly along the Northerly line of said South Half of Section 33 to the Northerly right-of-way line of said State Highway 78;
4. Thence Southeasterly and Easterly along said Northerly right-of-way line of State Highway 78 to the Point of Beginning.

Excepting Parcel "B" (San Pasqual Union School Lease) In Sections 33 and 34, Township 12 South, Range 1 West, S.B.M.: Beginning at the point of intersection of the East line of Section 33, Township 12 South, Range 1 West, S.B.M., with the Northerly right-of-way line of said State Highway 78;

1. Thence Easterly along said Northerly right-of-way line of State Highway 78, being along the arc of a curve, concave Northerly, having a radius of 770.00 feet, through a central angle of $08^{\circ}29'45''$, a distance of 114.18 feet to the end of said curve;
2. Thence tangent to said curve along Northerly right-of-way line of said State Highway 78, North $72^{\circ}16'27''$ East, a distance of 650.41 feet;
3. Thence, leaving said Northerly right-of-way line of State Highway 78, North $01^{\circ}00'20''$ West, a distance of 364.36 feet;
4. Thence South $88^{\circ}59'40''$ West, a distance of 1,012.12 feet;

5. Thence South 03°59'30" East, a distance of 614.40 feet, more or less, to the Northerly right-of-way line of said State Highway 78;

6. Thence Easterly along said Northerly right-of-way line of State Highway 78 a distance of 216.46 feet, more or less, to the Easterly line of said Section 33;

7. Thence North 01°00'20" West along the Easterly line of said Section 33, a distance of 5.05 feet to the Point of Beginning.

Exception Parcel "C" In Section 33, Township 12 South, Range 1 West, S.B.M.: Beginning at the center of said Section 33; thence along the Westerly line of the East Half of Section 33, South 00°53'19" East 548.04 feet to a point of intersection with the Northerly Right of Way line of State Highway 78; thence Easterly along said Northerly Right of Way line a distance of 300.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Northerly Right of Way line to the Westerly line of the East Half of the Northeast Quarter of said Section 33; thence continuing along said Northerly Right of Way line North 66°48'47" East 846.00 feet; thence leaving said Northerly Right of Way line parallel with said Westerly line of the East Half of said Northeast Quarter, North 00°54'15" West 321.00 feet; thence South 66°48'47" West 1962.09 feet to a point which bears North 00°53'19" West from the TRUE POINT OF BEGINNING; thence South 00°53'19" East 412.26 feet, more or less, to the TRUE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM, all public rights of way and all gas, mineral, oil and water rights.

ALSO, EXCEPTING THEREFROM (see attached page 4):

A portion of Section 33, Township 12 South, Range 1 West, San Bernardino Meridian in the County of San Diego, State of California, according to the Official Plat thereof said portion more particularly described as follows:

Beginning at the Northeast corner of said Section 33 thence Southerly along the East line of said section to a point on the Northerly line of Record of Survey 6690 on file in the Office of the Recorder of said County; thence leaving said East line along the Northerly line of said Record of Survey, South $89^{\circ}06'01''$ West (record South $88^{\circ}59'40''$ West) 512.12 feet to a point which bears Easterly 257.29 feet from the Northwest corner of Record of Survey 6690 said point being the TRUE POINT OF BEGINNING; thence leaving said Northerly line South $03^{\circ}35'13''$ East 621.79 feet to a point on the Northerly right-of-way of the relocation Route 15 Div 1-2, being 50.00 feet in width as shown on Record of Survey 6690, said point being the beginning of a nontangent 825.00 foot radius curve concave Southeasterly a radial line to said point bears North $06^{\circ}55'08''$ West; thence along said radial line South $06^{\circ}55'08''$ East 25.00 feet to the center line of said Route 15; thence along said centerline Southwesterly along the arc of a 800.00 foot radius curve concave Southeasterly through a central angle of $16^{\circ}16'04''$ (record $16^{\circ}12'00''$) a distance of 227.14 feet thence tangent South $66^{\circ}48'47''$ West 1390.38 feet to the beginning of a tangent 1000.00 foot radius curve concave Southeasterly; thence Southwesterly along said curve through a central angle of $09^{\circ}04'23''$ an arc distance of 158.35 feet; thence South $57^{\circ}44'24''$ West 436.00 feet to the beginning of a tangent 400.00 foot radius concave Northwesterly; thence Southwesterly along said curve through a central angle of $15^{\circ}24'19''$ an arc distance of 107.55 feet; thence leaving said centerline North $00^{\circ}53'19''$ West 826.07 feet; thence South $76^{\circ}04'41''$ West 926.13 feet to a point in the before mentioned centerline being a point in a nontangent 1200.00 foot radius curve concave Easterly a radial to said point bears South $75^{\circ}14'23''$ West; thence Northerly along said curve through a central angle of $05^{\circ}50'03''$ an arc distance of 122.19 feet; thence tangent to said curve North $08^{\circ}55'34''$ West 200.00 feet; thence leaving said centerline North $77^{\circ}18'24''$ East 3104.74 feet to the TRUE POINT OF BEGINNING.

512.12
-257.29

254.83

wrong?
Should be
254.83'
OK
12-7-83

Excepting therefrom any portion lying within the above mentioned Route 15 Div. 1-2.

The gross area contained in the above description is 47.7 acres including the portion within Route 15 Div. 1-2.

NMJ:rc
12/20/77

6-12-75

R-75-2698

DSB
RESOLUTION No. 213542

Adopted on JUN 12 1975

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

That pursuant to the city's agreement with the ZOOLOGICAL SOCIETY OF SAN DIEGO for operation of the Wild Game Preserve, an increase in the admission fee to the Wild Game Preserve from \$1.25 to \$2.00 for persons 16 years of age and over is hereby approved.

BE IT FURTHER RESOLVED, that all persons under 16 years of age shall continue to be admitted free of charge.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy

HOV:nr 266
6-4-75
Or. Dept. Property

RESOLUTION No. 212819Adopted on MAR 13 1975

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 The City of San Diego, a Fifth Amendment to that certain Operating Agreement - Wild Game Preserve, a copy of which agreement is on file in the office of the City Clerk as Document No. 727223, as amended, with the ZOOLOGICAL SOCIETY OF SAN DIEGO, INC., a nonprofit California corporation, to provide for lease payment from the Zoological Society to the Water Utilities Department for fair rental value of the property, to be evaluated every five years, under the terms and conditions set forth in the form of Fifth Amendment to Agreement on file in the office of the City Clerk as Document No. 750530.

APPROVED: JOHN W. WITT, City Attorney

By Harold Valderhaug
Harold Valderhaug, Deputy

Passed and adopted by the Council of The City of San Diego
on March 13, 1975, by the following vote:

YEAS: Johnson, O'Connor, Hubbard, Williams, Ellis, Haro,
Wilson.

NAYS: None.

ABSENT: Morrow, Martinet.

AUTHENTICATED BY:

PETE WILSON.
Mayor of The City of San Diego, California.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By KATHLEEN MARTINEZ, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 212819
passed and adopted by the Council of The City of San Diego,
California, on March 13, 1975.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By *Kathleen Martinez*, Deputy.

(Rev. 12/71)

lm

DOCUMENT NO. 100012711

FILED MAR 26 1975

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(Contr-Zoo)

Fifth Amendment to Operating Agreement with
Zoological Society of S. D. Inc. for Wild
Game Preserve - to provide for lease payment
from Zoological Society to Water Utilities
Dept. for fair rental value of property, to
be evaluated every 5 yrs.

R-212819 3-13-75

cc: ✓ Aud 7C
✓ F. M., Larry Haden 9B (Dup Orig. + a copy)

3-26-75

jh

3-13-78

ORIGINAL

FIFTH AMENDMENT TO AGREEMENT

WILD GAME PRESERVE

THIS FIFTH AMENDMENT TO THE OPERATING AGREEMENT FOR THE WILD GAME PRESERVE is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, herein called "Society."

IN CONSIDERATION of the mutual promises and obligations of the parties as herein expressed, City and Society agree as follows:

1. That paragraph K of that certain agreement entered into between City and Society, the original of which is on file in the office of the City Clerk as Document No. 727223, as amended, be and the same is hereby deleted in its entirety.

2. That paragraph 18 of said agreement be and the same is hereby deleted in its entirety.

3. That paragraph 2 of said agreement be and the same is hereby deleted in its entirety and the following is hereby substituted therefor:

2. Zoological Society, as consideration, for this operating agreement, agrees to pay to city's Water Utilities Department, commencing July 1, 1974, the sum of thirty thousand dollars (\$30,000) per year payable annually in advance on or before the 15th day of June. The rental figure provided herein is based upon the current fair market value of the property and the said fair market value shall be redetermined every five (5) years during the term of this agreement.

7-1-84 } 54RS
7-1-79 } 54RS
7-1-74 }

IN WITNESS WHEREOF, this Fifth Amendment to Agreement is
executed by The City of San Diego, acting by and through its
City Manager, pursuant to Resolution No. 212819,
authorizing such execution, and by Society, pursuant to reso-
lution of its Board of Trustees dated November 26, 1974.

THE CITY OF SAN DIEGO

3/13/75
By [Signature]
ASSISTANT TO THE City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO,
a California nonprofit corporation

By [Signature]
President

I HEREBY APPROVE the form and legality of the foregoing
agreement this 25 day of March, 1975

JOHN W. WITT, City Attorney

By [Signature]
Harold Valderhaug, Deputy

106-
RESOLUTION No. 208005

Adopted on MAY 22 1973

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 Fourth Amendment to that certain Operating Agreement--Wild Game Preserve, a copy of which agreement is on file in the office of the City Clerk as Document No. 727223, as amended, with the ZOOLOGICAL SOCIETY OF SAN DIEGO, INC., to allow for a change in the fiscal year of the aforesaid Zoological Society from July 1 to June 30 to from January 1 to December 31; and to provide for the establishment by the Zoological Society of an Affirmative Action Program satisfactory to the City Manager and comparable to the Affirmative Action Program for The City of San Diego, a copy of which program is on file in the office of the City Clerk as Document No. 739643; under the terms and conditions set forth in the form of Fourth Amendment to Agreement on file in the office of the City Clerk as Document No. 743589.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy

Passed and adopted by the Council of The City of San Diego
on May 22, 1973, by the following vote:

YEAS: Johnson, O'Connor, Landt, Morrow, Martinet, Hitch, Bates,
Wilson

NAYS: None

ABSENT: Williams

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By MARY ANNE MEASE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 208005
passed and adopted by the Council of The City of San Diego,
California, on May 22, 1973.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By Mary Anne Mease, Deputy.

743717
DOCUMENT NO. _____

FILED _____ JUN 8 1973 *dmj*

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(Contr-Zoo)

4th Amendment to Operating Agreement with Zoological Society of
San Diego (Doc# 727223, as amended) to allow a change is fiscal yr.
of Zoological Society, and to provide for establishment by Society
of an Affirmative Action Program

cc: ✓ Aud 3C

R-208005 5-22-73

✓ Dup Orig + a Copy to Aud 9B

6-8-73

R/c

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ZOOLOGICAL SOCIETY OF SAN DIEGO, INC., herein called "Society."

In consideration of the mutual promises and obligations of the parties as herein expressed, City and Society agree as follows:

1. That paragraphs 12 and 13 of that certain agreement entered into between City and Society, the original of which is on file in the office of the City Clerk as Document No. 727223, as amended, be and the same are hereby amended to read as follows:

"12. Annually, on or before December 1 of each year during the term of this agreement, Society shall submit to City a proposed budget including all expected revenue and project expenses including the debt service of the general obligation bonds described herein for the next fiscal year. This budget shall include expenses for all of Society's operations and activities including, but not limited to, the Gardens and the Preserve.

"13. Annually, on or before April 1 of each year during the term of this agreement, Society shall submit to City an annual statement showing Society's assets and liabilities, profit and loss statement, and a statement of surplus, all for the preceding fiscal year ended December 31."

2. That paragraph 21 of that certain agreement entered into between City and Society, the original of which is on file in the office of the City Clerk as Document No. 727223, as amended, be and the same is hereby added to read as follows:

"21. Society hereby agrees to adopt and implement an affirmative action program for minorities and women comparable to and consistent with the Affirmative Action Program for The City of San Diego. Society will submit to the City Manager an Affirmative Action Program for approval within sixty days after the effective date of this amendment. Society agrees to submit such periodic reports on the progress of this Program as may be required by the City Manager."

3. This Fourth Amendment to Agreement shall affect only those paragraphs referred to above, and all other terms and conditions of the agreement between City and Society on file in the office of the City Clerk as Document No. 727223, shall remain in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment to Agreement is executed by The City of San Diego, acting by and through its City Manager pursuant to Resolution No. 208005, authorizing such execution, and by Society.

Dated this 22nd day of May, 1973.

THE CITY OF SAN DIEGO

By [Signature]
ASSISTANT TO THE City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO

By [Signature]

I HEREBY APPROVE the form and legality of the foregoing amendment to agreement this 29 day of May, 1973.

JOHN W. WITT, City Attorney

By [Signature]
Harold Valderhaug, Deputy

RESOLUTION No. 205291

Adopted on APR 6 1972

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 third amendment to Operating Agreement with the ZOOLOGICAL SOCIETY OF SAN DIEGO for the Wild Game Preserve, on file in the office of the City Clerk as Document No. 727223, deleting approximately fourteen (14) acres from the preserve premises under the terms and conditions set forth in the form of Third Amendment to Agreement on file in the office of the City Clerk as Document No. 720566.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy

HOV:rp
3/29/72
Job 9165

4-6-72

RESOLUTION NO. 205292

APR 6 1972

WHEREAS, paragraph (E) 8 of the Second Amendment to Operating Agreement between THE CITY OF SAN DIEGO and the ZOOLOGICAL SOCIETY OF SAN DIEGO, on file in the office of the City Clerk as Document No. 734542, provides that the Zoological Society of San Diego shall have the right to charge an admission fee to the Wild Game Preserve in an amount which shall have first been approved by resolution of the City Council; and

WHEREAS, the Zoological Society of San Diego has requested the City Council to approve the following admission fees; NOW, THEREFORE,

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

That the following rates are hereby approved as admission fees for the Wild Game Preserve:

Adults	\$1.25
Children under 16	No Charge

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy

HOV:rp
3/30/72
Job 9165

THIRD AMENDMENT TO AGREEMENTFILED MAY 4 1972
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

THIS THIRD AMENDMENT TO THE OPERATING AGREEMENT FOR THE WILD GAME PRESERVE is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and the ZOOLOGICAL SOCIETY OF SAN-DIEGO, a California non-profit corporation, herein called "Society."

In consideration of the mutual promises and obligations of the parties and in consideration of the parties' agreement to mutually agree upon the land to be included by the grant of use and occupancy of the OPERATING AGREEMENT, all of which are contained in said OPERATING AGREEMENT, the original of which is on file in the office of the City Clerk as Document No. 727223, the parties agree as follows:

That Exhibits "A" and "B" attached to this amendment and incorporated herein as if set out in full are hereby substituted for Exhibits "A" and "B" in the OPERATING AGREEMENT.

IN WITNESS WHEREOF, this Third Amendment to Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 205291 authorizing such execution, and by Society, pursuant to resolution of its Board of Trustees dated April 26 1972.

THE CITY OF SAN DIEGO

Date April 10, 1972By [Signature]

ASSISTANT TO THE CITY MANAGER

ZOOLOGICAL SOCIETY OF SAN DIEGO, a
California non-profit corporation

Date _____

By [Signature]

APPROVED as to form and legality this 11 day of April,
1972.

JOHN W. WITT, City Attorney

By [Signature]

Deputy

THIS THIRD AMENDMENT TO THE OPERATING AGREEMENT FOR THE WILD GAME
PRESERVE is made by THE CITY OF SAN DIEGO, a municipal corporation,
herein called "City", and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a
California non-profit corporation, herein called "Society."

In consideration of the mutual promises and obligations of
the parties and in consideration of the parties' agreement to mutually
agree upon the land to be included by the grant of use and occupancy of
the OPERATING AGREEMENT, all of which are contained in said OPERATING
AGREEMENT, the original of which is on file in the office of the City
Clerk as Document No. 727223, the parties agree as follows:

That Exhibits "A" and "B" attached to this amendment and incor-
porated herein as if set out in full are hereby substituted for Exhibits
"A" and "B" in the OPERATING AGREEMENT.

IN WITNESS WHEREOF, this Third Amendment to Agreement is executed
by The City of San Diego, acting by and through its City Manager, pursuant
to Resolution No. 205261 authorizing such execution, and by Society,
pursuant to resolution of its Board of Trustees dated April 26 1972.

THE CITY OF SAN DIEGO

Date April 10, 1972

By [Signature]
ASSISTANT TO THE CITY MANAGER

ZOOLOGICAL SOCIETY OF SAN DIEGO, a
California non-profit corporation

Date _____

By [Signature]

APPROVED as to form and legality this 11 day of April,
1972.

JOHN W. WITT, City Attorney

By [Signature]
Deputy

*Battle
Monument
described
on page 2
of this
document*

ZOOLOGICAL PARK - SAN PASQUAL VALLEY

Those portions of Sections 27, 28, 29, 32, 33 and 34, Township 12 South, Range 1 West, San Bernardino Meridian (S.B.M.), according to United States Government Survey thereof, in the City of San Diego, County of San Diego, State of California, described as follows:

Beginning at the point of intersection of the Westerly line of the Southeast Quarter of the Southwest Quarter of said Section 29 with the Northerly right-of-way line of State Highway 78, known also as Relocation Route 15, Division 1-2, County Road Survey 533;

1. Thence Northerly along said Westerly boundary to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 29;
2. Thence Easterly along the Northerly line of the Southeast Quarter of the Southwest Quarter of said Section 29 to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 29;
3. Thence Northerly along the Westerly line of the Northwest Quarter of the Southeast Quarter of said Section 29 to the Northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 29;
4. Thence Easterly along the Northerly line of the Northwest Quarter of the Southeast Quarter of said Section 29 to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
5. Thence Northerly along the Westerly line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
6. Thence Easterly along the Northerly line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
7. Thence Northerly along the Easterly line of said Section 29 to the Northeast corner thereof, being also the Northwest corner of Section 28, Township 12 South, Range 1 West, S.B.M.;
8. Thence Easterly along the Northerly line of said Section 28 to the Northeast corner thereof;
9. Thence Southerly along the Easterly line of said Section 28 to the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 South, Range 1 West, S.B.M.;
10. Thence Easterly along the Northerly line of the South Half of the North Half of said Section 27 to the East line of said Section 27;

EXHIBIT A

RESOLUTION No. 201626

Adopted on JAN 14 1971

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 Second Amendment to Operating Agreement - Wild Game Preserve with the ZOOLOGICAL SOCIETY OF SAN DIEGO to provide for payment of debt service of the \$6,000,000 General Obligation Bonds, under the terms and conditions set forth in the form of Second Amendment to Operating Agreement on file in the office of the City Clerk as Document No. 734496

APPROVED: JOHN W. WITT, City Attorney

By Clifton E. Reed
Clifton E. Reed, Deputy

vl:1-12-71

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

JAN 14 1971

by the following vote:

Councilmen	Yeas	Nays	Excused	Absent
Helen Cobb	☒	☐	☐	☐
Sam T. Loftin	☒	☐	☐	☐
Henry L. Landt	☒	☐	☐	☐
Leon L. Williams	☒	☐	☐	☐
Floyd L. Morrow	☒	☐	☐	☐
Bob Martinet	☒	☐	☐	☐
Allen Hitch	☒	☐	☐	☐
Mike Schaefer	☐	☐	☐	☒
Mayor Frank Curran	☐	☐	☐	☒

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CITY CLERK'S OFFICE

1971 JAN 13 AM 10:20

COUNCILMEN
Helen Cobb
Sam T. Loftin
Henry L. Landt
Leon L. Williams
Floyd L. Morrow
Bob Martinet
Allen Hitch
Mike Schaefer
Mayor Frank Curran

AUTHENTICATED BY:

FRANK CURRAN

Mayor of The City of San Diego, California.

(Seal)

JOHN LOCKWOOD

City Clerk of The City of San Diego, California.

JOHN LOCKWOOD, City Clerk

By Elfa R. Hamel
Deputy

By Elfa R. Hamel
Deputy.

JAN 20 1971

FILED

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIASECOND AMENDMENT TO OPERATING AGREEMENTWILD GAME PRESERVE

THIS SECOND AMENDMENT TO THE OPERATING AGREEMENT FOR THE WILD GAME PRESERVE is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, herein called "Society."

R E C I T A L S

A. City has by Ordinance No. 10386 (New Series) adopted the 27th day of August 1970, submitted to the qualified voters of the City at a special municipal bond election held on November 3, 1970, a proposition for the issuance of general obligation bonds of the City in the principal amount of Six Million Dollars (\$6,000,000).

B. The majority of qualified voters of the City required by law approved the issuance of said general obligation bonds.

C. The proceeds of said general obligation bonds of the City are to be used to improve and develop the Wild Game Preserve and expand the facilities therein.

D. City and Society acknowledge a First Amendment to an agreement executed by them contemporaneously with this agreement which concerns the relationship between City and Society with respect to the operation and maintenance of zoological gardens in a portion of Balboa Park in the City of San Diego.

E. In view of the action by City in submitting said proposition to the voters of the City of San Diego and in contemplation of the Council of City authorizing the issuance of said general obligation bonds, City and Society desire to modify their rights and duties with respect to the Wild Game Preserve.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual obligations of the parties as herein expressed, City and Society agree as follows:

Section 1. That paragraph 8 of the Operating Agreement is deleted in its entirety and in its place and instead of, the following paragraph is incorporated into the agreement:

"8. Society shall have the right to charge an admission fee to the Preserve in an amount which first shall have been approved by resolution of the City Council. Society may also charge a fee, in addition to that required for admission, for the purpose of providing transportation in and about the Preserve. Net revenues of Society are hereby pledged, as the primary obligation of Society, to provide City with an amount which shall be equal to the amount required by City to amortize the debt incurred by City as a result of the issuance of said general obligation bonds (hereinafter referred to as "debt service")./ Net revenues of Society exceeding the sums necessary to pay said debt service and intangibles owned by Society, may be pledged or assigned as security for indebtedness incurred by Society."

Section 2. That paragraph 9 of the Operating Agreement is deleted in its entirety and in its place and instead of, the following paragraph is incorporated into the agreement:

"9. Society may operate concessions or enter into agreements for the operation of concessions within and about the Preserve for the sale of refreshments, curios, souvenirs and other merchandise or services ordinarily available to visitors to zoological gardens and exhibits of similar character. Net revenues after operating expenses derived from the operation of such concessions or from any concessionaires are hereby pledged, as the primary obligation of Society to provide City with an amount equal to the debt service on said general obligation bonds. Net revenues of Society exceeding the sums necessary to pay said debt service shall be expended by Society for the maintenance and operation of the exhibits within the Gardens or Preserve, or for research or education or for promotion of the Preserve or the Gardens. Such excess revenues may be pledged or assigned as security for indebtedness incurred by Society."

Section 3. That paragraph 12 of the Operating Agreement is deleted in its entirety and in its place and instead of, the following paragraph is incorporated into the agreement:

"12. Annually, on or before June 1 of each year during the term of this Agreement, Society shall submit to City a proposed budget including all expected revenue

and project expenses including the debt service of the general obligation bonds described herein for the next fiscal year. This budget shall include expenses for all of Society's operations and activities including, but not limited to, the Gardens and the Preserve."

Section 4. That paragraph 19 of the Operating Agreement is hereby deleted in its entirety and in its place and instead of, the following paragraph is incorporated into the agreement:

"19. City may terminate this agreement at any time by giving written notice to Society thirty (30) days prior to the desired termination date. In the event City elects to terminate this agreement, all obligations of Society pursuant to this agreement shall cease."

Section 5. Society agrees to pay to City on or before July 1, 1971 and on or before July 1 of each succeeding year until the interest and principal of the general obligation bonds described herein has been paid in full a sum of money equal to the debt service of said general obligation bonds required to be paid during the succeeding twelve month period. City agrees to invest said sum of money in accordance with its standard investment policy until said sums are actually required for debt service payments. City further agrees that any interest or profit, less the expense of such investment, realized by such investment shall be used to reduce the amount Society is required to pay to City the following year.

Section 6. City agrees to invest the proceeds received from the sale of the general obligation bonds described herein and to utilize any interest or profit, less the expense of such investment, realized from such investment for additional improvements at the Wild Game Preserve.

Section 7. Society agrees to pay to City the sum of Three Thousand Dollars (\$3,000) to reimburse City for its costs in placing said bond proposition upon the ballot and the sum of Five Hundred Dollars (\$500) to reimburse City for its costs related to engaging independent bond counsel in connection with said bond issue. Such payments to City shall be made within Thirty (30) days of the execution of this Second Amendment to Agreement.

Section 8. All other terms and conditions of the Operating Agreement shall remain in full force and effect.

Section 9. In the event the City Council of City fails or refuses to authorize the issuance of the general obligation bonds described herein, this Second Amendment to Operating Agreement - Wild Game Preserve except for Section 7 herein shall be null and void and of no force or effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 201626 authorizing such

RESOLUTION No. 202955

Adopted on JUN 17 1971

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 first amendment to the agreement with the ZOOLOGICAL SOCIETY OF SAN DIEGO entered into on April 8, 1971, the original of which is on file in the office of the City Clerk as Document No. 735605, this amendment to provide for the proper administration of said agreement, under the terms and conditions set forth in the form of first amendment to agreement on file in the office of the City Clerk as Document No. 736238.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy

HV:K
6-7-71

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

JUN 17 1971

by the following vote:

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CITY CLERK'S OFFICE

1971 JUN 11 AM 10:52

Councilmen

Helen Cobb

Sam T. Loftin

Henry L. Landt

Leon L. Williams

Floyd L. Morrow

Bob Martinet

Allen Hitch

Mike Schaefer

Mayor Frank Curran

Yeas

Nays

Excused

Absent

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I HEREBY CERTIFY that the above and foregoing is a full, true and correct

202955

AUTHENTICATED BY:

copy of RESOLUTION NO. 202955 of The City of San Diego, California passed and adopted by the Council of

JUN 17 1971

said City EDWARD NIELSEN, City Clerk

FRANK CURRAN
Mayor of The City of San Diego, California.

(Seal)

EDWARD NIELSEN

JOHN LOCKWOOD

City Clerk of The City of San Diego, California.

By Elfa J. Hamel
Deputy

By Elfa J. Hamel
Deputy.

PROPERTY DEPARTMENT

FIRST AMENDMENT TO AGREEMENT

DOCUMENT NO. 732357

FILED JUN 26 1970

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR THE WILD GAME PRESERVE is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, herein called "Society."

In consideration of the mutual promises and obligations of the parties and in consideration of the parties' agreement to mutually agree upon the land to be included by the grant of use and occupancy of the OPERATING AGREEMENT, all of which are contained in said OPERATING AGREEMENT, the original of which is on file in the office of the City Clerk as Document No. 727223, the parties agree as follows:

That Exhibits "A" and "B" attached to this amendment and incorporated herein as if set out in full are hereby substituted for Exhibits "A" and "B" in the OPERATING AGREEMENT.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 199793 authorizing such execution, and by Society, pursuant to resolution of its Board of Trustees dated 6-24, 1970.

Dated this 14 day of May, 1970.

I HEREBY APPROVE the form and legality of the foregoing First Amendment to Agreement, this 22 day of May, 1970.

JOHN W. WITT
City Attorney

By Clifton E. Reed
Clifton E. Reed
Deputy

THE CITY OF SAN DIEGO

By M. L. Williams
Asst. City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO,
a California nonprofit corporation

By Bush
President

execution, and by Society pursuant to resolution of its Board
of Trustees dated NOV 25 1970

Dated this 14 day of January, 1971.

THE CITY OF SAN DIEGO

BY R. E. Graham
ASSISTANT TO THE City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO

By Anderson Borthwick
Anderson Borthwick, President

I HEREBY APPROVE the form and legality of the foregoing
Second Amendment to Agreement, this 14 day of January,
1971.

JOHN W. WITT, City Attorney

By Clifton E. Reed
Clifton E. Reed, Deputy

CER:vl
1-4-71

11. Thence Southerly along the East line of said Section 27 to the Southeast corner thereof, being also the Northeast corner of Section 34, Township 12 South, Range 1 West, S.B.M.;

12. Thence Southerly along the Easterly line of said Section 34 to the Northerly right-of-way line of said State Highway 78;

13. Thence Westerly along the Northerly right-of-way line of said State Highway 78 to the Point of Beginning.

EXCEPTING THEREFROM, those lands described as follows:

Exception Parcel "A" (Battle Monument) In Section 33, Township 12 South, Range 1 West, S.B.M.: Beginning at the point of intersection of the Easterly line of the Southwest Quarter of said Section 33, with the Northerly right-of-way line of said State Highway 78, which point bears South $00^{\circ}53'19''$ East 548.04 feet, more or less, from the center point of said Section 33;

1. Thence Easterly along the Northerly right-of-way line of said State Highway 78 a distance of 300.00 feet;

2. Thence North $00^{\circ}53'19''$ West to the Northerly line of the South Half of said Section 33;

3. Thence Westerly along the Northerly line of said South Half of Section 33 to the Northerly right-of-way line of said State Highway 78;

4. Thence Southeasterly and Easterly along said Northerly right-of-way line of State Highway 78 to the Point of Beginning.

Excepting Parcel "B" (San Pasqual Union School Lease) In Sections 33 and 34, Township 12 South, Range 1 West, S.B.M.: Beginning at the point of intersection of the East line of Section 33, Township 12 South, Range 1 West, S.B.M., with the Northerly right-of-way line of said State Highway 78;

1. Thence Easterly along said Northerly right-of-way line of State Highway 78, being along the arc of a curve, concave Northerly, having a radius of 770.00 feet, through a central angle of $08^{\circ}29'45''$, a distance of 114.18 feet to the end of said curve;

2. Thence tangent to said curve along Northerly right-of-way line of said State Highway 78, North $72^{\circ}16'27''$ East, a distance of 650.41 feet;

3. Thence, leaving said Northerly right-of-way line of State Highway 78, North $01^{\circ}00'20''$ West, a distance of 364.36 feet;

4. Thence South $88^{\circ}59'40''$ West, a distance of 1,012.12 feet;

5. Thence South $03^{\circ}59'30''$ East, a distance of 614.40 feet, more or less, to the Northerly right-of-way line of said State Highway 78;

6. Thence Easterly along said Northerly right-of-way line of State Highway 78 a distance of 216.46 feet, more or less, to the Easterly line of said Section 33;

7. Thence North $01^{\circ}00'20''$ West along the Easterly line of said Section 33, a distance of 5.05 feet to the Point of Beginning.

Exception Parcel "C" In Section 33, Township 12 South, Range 1 West, S.B.M.: Beginning at the center of said Section 33; thence along the Westerly line of the East Half of Section 33, South $00^{\circ}53'19''$ East 548.04 feet to a point of intersection with the Northerly Right of Way line of State Highway 78; thence Easterly along said Northerly Right of Way line a distance of 300.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Northerly Right of Way line to the Westerly line of the East Half of the Northeast Quarter of said Section 33; thence continuing along said Northerly Right of Way line North $66^{\circ}48'47''$ East 846.00 feet; thence leaving said Northerly Right of Way line parallel with said Westerly line of the East Half of said Northeast Quarter, North $00^{\circ}54'15''$ West 321.00 feet; thence South $66^{\circ}48'47''$ West 1962.09 feet to a point which bears North $00^{\circ}53'19''$ West from the TRUE POINT OF BEGINNING; thence South $00^{\circ}53'19''$ East 412.26 feet, more or less, to the TRUE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM, all public rights of way and all gas, mineral, oil and water rights.

EXHIBIT A

ZOOLOGICAL PARK - SAN PASQUAL VALLEY

Those portions of Sections 27, 28, 29, 32, 33 and 34, Township 12 South, Range 1 West, San Bernardino Meridian (S.B.M.), according to United States Government Survey thereof, in the City of San Diego, County of San Diego, State of California, described as follows:

Beginning at the point of intersection of the Westerly line of the Southeast Quarter of the Southwest Quarter of said Section 29 with the Northerly right-of-way line of State Highway 78, known also as Relocation Route 15, Division 1-2, County Road Survey 533;

1. Thence Northerly along said Westerly boundary to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 29;
2. Thence Easterly along the Northerly line of the Southeast Quarter of the Southwest Quarter of said Section 29 to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 29;
3. Thence Northerly along the Westerly line of the Northwest Quarter of the Southeast Quarter of said Section 29 to the Northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 29;
4. Thence Easterly along the Northerly line of the Northwest Quarter of the Southeast Quarter of said Section 29 to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
5. Thence Northerly along the Westerly line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
6. Thence Easterly along the Northerly line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 29;
7. Thence Northerly along the Easterly line of said Section 29 to the Northeast corner thereof, being also the Northwest corner of Section 28, Township 12 South, Range 1 West, S.B.M.;
8. Thence Easterly along the Northerly line of said Section 28 to the Northeast corner thereof;
9. Thence Southerly along the Easterly line of said Section 28 to the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 South, Range 1 West, S.B.M.;
10. Thence Easterly along the Northerly line of the South Half of the North Half of said Section 27 to the East line of said Section 27;
11. Thence Southerly along the East line of said Section 27 to the Southeast corner thereof, being also the Northeast corner of Section 34, Township 12 South, Range 1 West, S.B.M.;
12. Thence Southerly along the Easterly line of said Section 34 to the Northerly right-of-way line of said State Highway 78;
13. Thence Westerly along the Northerly right-of-way line of said State Highway 78 to the Point of Beginning.

EXCEPTING THEREFROM, those lands described as follows:

Exception Parcel "A" (Battle Monument) In Section 33, Township 12 South, Range 1 West, S.B.M.: Beginning at the point of intersection of the Easterly line of the Southwest Quarter of said Section 33, with the Northerly right-of-way line of said State Highway 78, which point bears South 00°51'00" East 625.00 feet, more or less, from the center point of said Section 33;

1. Thence Easterly along the Northerly right-of-way line of said State Highway 78 a distance of 300.00 feet;
2. Thence North $00^{\circ}51'00''$ West to the Northerly line of the South Half of said Section 33;
3. Thence Westerly along the Northerly line of said South Half of Section 33 to the Northerly right-of-way line of said State Highway 78;
4. Thence Southeasterly and Easterly along said Northerly right-of-way line of State Highway 78 to the Point of Beginning.

Exception Parcel "B" (San Pasqual Union School Lease) In Sections 33 and 34, Township 12 South, Range 1 West, S.B.M.: Beginning at the point of intersection of the East line of Section 33, Township 12 South, Range 1 West, S.B.M., with the Northerly right-of-way line of said State Highway 78;

1. Thence Easterly along said Northerly right-of-way line of State Highway 78, being along the arc of a curve, concave Northerly, having a radius of 770.00 feet, through a central angle of $08^{\circ}29'45''$, a distance of 114.18 feet to the end of said curve;
2. Thence tangent to said curve along Northerly right-of-way line of said State Highway 78, North $72^{\circ}16'27''$ East, a distance of 650.41 feet;
3. Thence, leaving said Northerly right-of-way line of State Highway 78, North $01^{\circ}00'20''$ West, a distance of 364.36 feet;
4. Thence South $88^{\circ}59'40''$ West, a distance of 1,012.12 feet;
5. Thence South $03^{\circ}59'30''$ East, a distance of 614.40 feet, more or less, to the Northerly right-of-way line of said State Highway 78;
6. Thence Easterly along said Northerly right-of-way line of State Highway 78 a distance of 216.46 feet, more or less, to the Easterly line of said Section 33;
7. Thence North $01^{\circ}00'20''$ West along the Easterly line of said Section 33, a distance of 5.05 feet to the Point of Beginning.

ALSO, EXCEPTING THEREFROM, all public rights-of-way and all gas, oil, mineral and water rights.

EXHIBIT A

SEC
27
T12S RIW

SEC 27, T12S, RIW
SEC 26, T12S, RIW

SEC 27, T12S, RIW
SEC 34, T12S, RIW

EXHIBIT B

▲ "C" CHANGE - PARCEL "C"
 ▲ "B" CHANGE - DELETION OF PORTION OF ZOOLOGICAL LEASE

LOCATION ROUTE 15, DIVISION 1-2
S. 533

SEC
34
T12S RIW

ZOOLOGICAL SOCIETY
OF SAN DIEGO —
SAN PASQUAL VALLEY

APPROVALS		CITY OF SAN DIEGO, CALIFORNIA		UTILITIES DEPARTMENT		SHEET OF SHEETS		W.O. NO. 41301	
DEPARTMENTAL	ENG. DEPT. DIVISION OR SECTION	UTILITIES DIRECTOR		DATE		DESIGN ENGINEER		DIVISION HEAD	
PLANNING	CONST. INSPECTION								
PROPERTY	ELECTRICAL	DESCRIPTION		BY		APPROVED		DATE	
PUBLIC WORKS	FIELD CHECK								
RECREATION	GRADES AND DRAINS	ORIGINAL 12-15-69		SGM		R. Kraft 1/15/70		1/15/70	
UTILITIES	HIGHWAYS								
	MONUMENTS	"B" CHANGE		JRP		F. J. A. 1/16/70		338-1773	
STRUCTURAL	PARKS								
TRAFFIC	SEWERAGE	"C" CHANGE		JRP				14094 -D	
WATER	STORM DRAINAGE								
CONTRACTOR _____ DATE STARTED _____ INSPECTOR _____ DATE COMPLETED _____									

0487

SE COR OF NE 1/4
OF NE 1/4 OF SEC 27

SEC
27
T12S RIW

SEC 27, T12S, RIW
SEC 26, T12S, RIW

27, T12S, RIW
34, T12S, RIW

EXHIBIT B

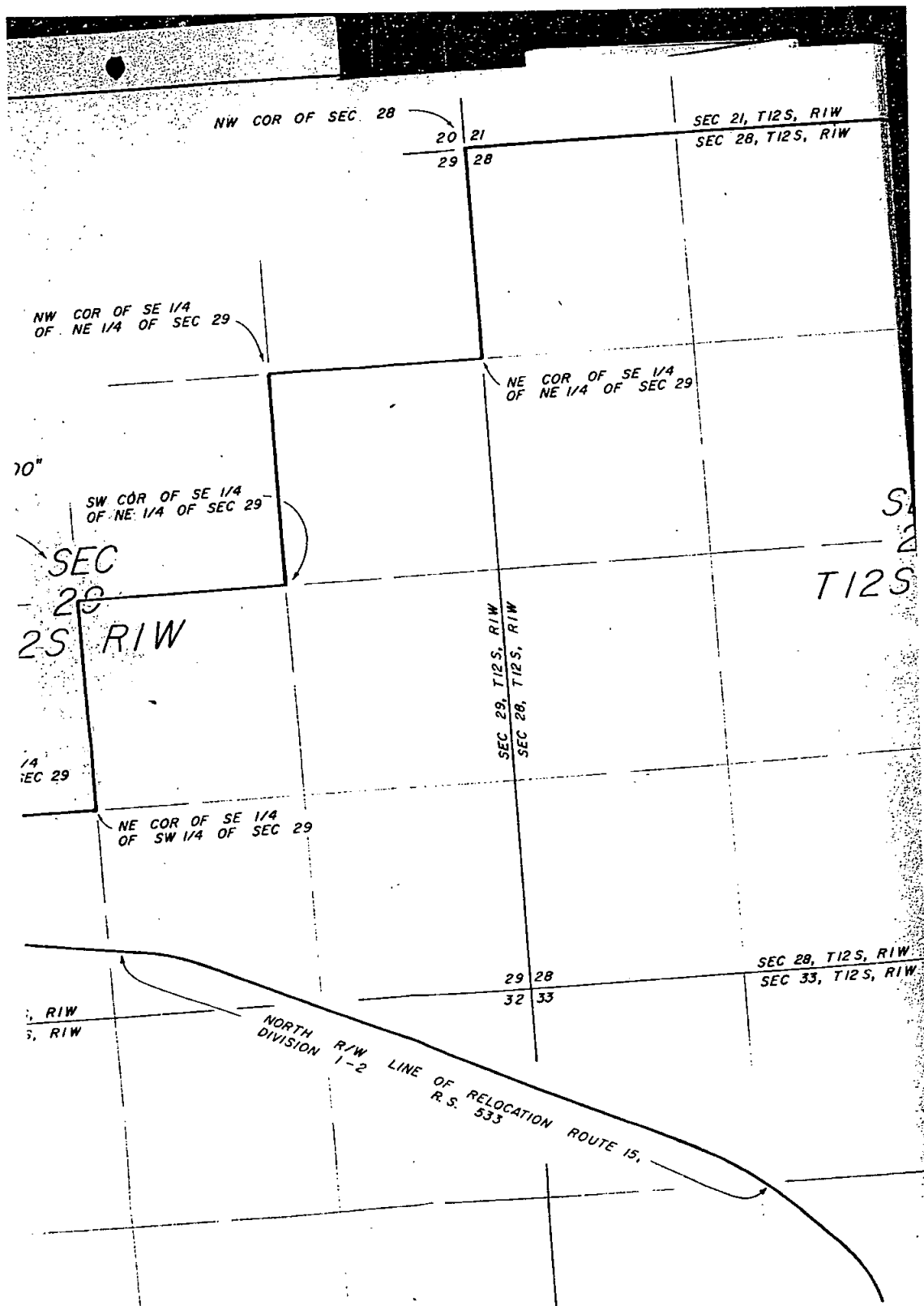
△ "C" CHANGE - PARCEL "C"

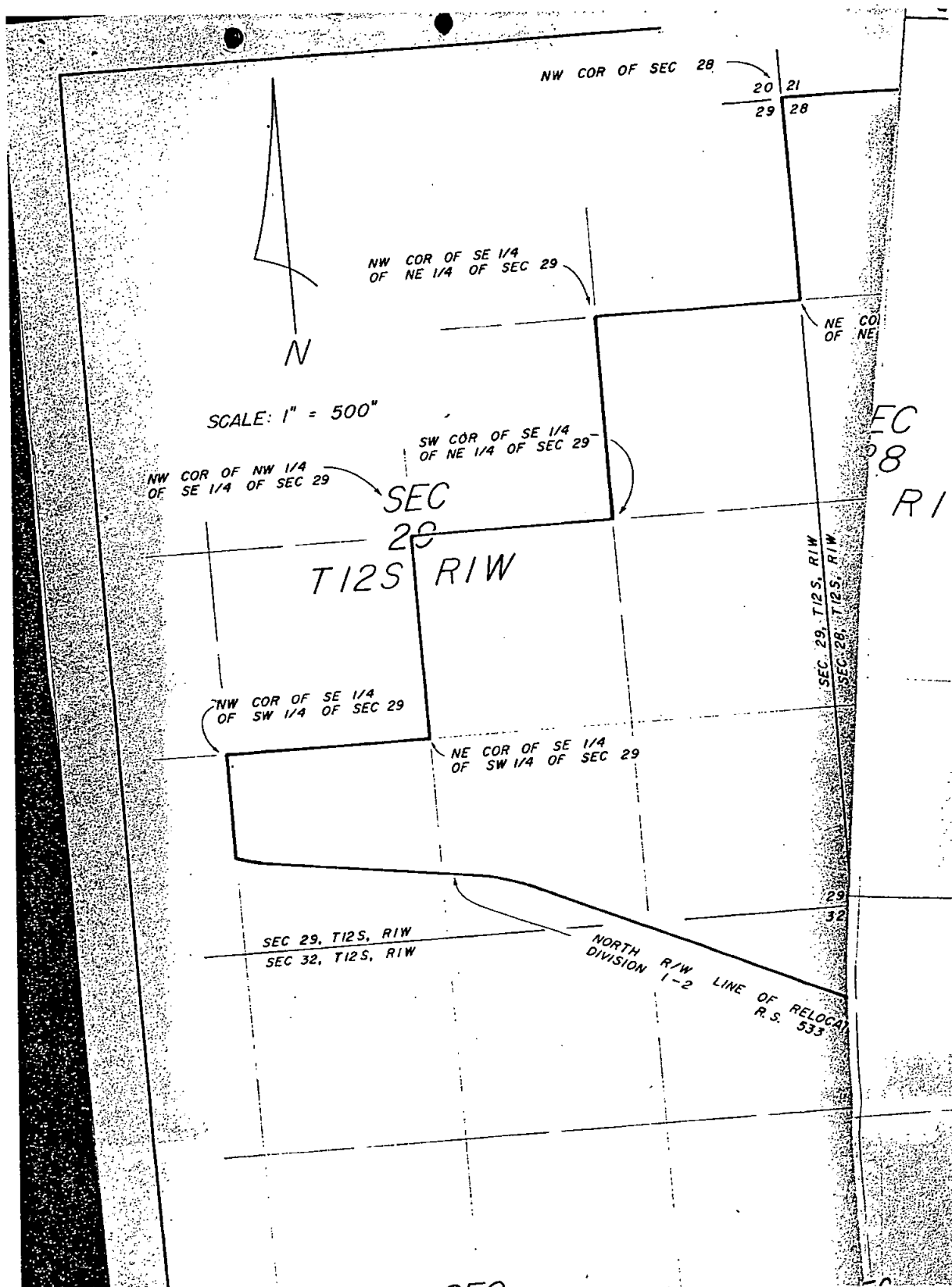
△ "B" CHANGE - DELETION OF PORTION OF ZOOLOGICAL LEASE

ROUTE 15. DIVISION 1-2

SEC
34
T12S RIW

ZOOLOGICAL SOCIETY
OF SAN DIEGO —
SAN PASQUAL VALLEY





NW COR OF NW 1/4
OF SE 1/4 OF SEC 29

OF NE 1/4 OF SEC 29

SEC
29
T12S RIW

NW COR OF SE 1/4
OF SW 1/4 OF SEC 29

NE COR OF SE 1/4
OF SW 1/4 OF SEC 29

SEC 29, T12S, RIW
SEC 32, T12S, RIW

29 28
32 33

NORTH DIVISION R/W
1-2 LINE OF RELOCATION ROUTE 15,
R.S. 533

SEC
32
T12S RIW

N. LINE OF
S. 1/2 OF SE

84

C
8
RIW

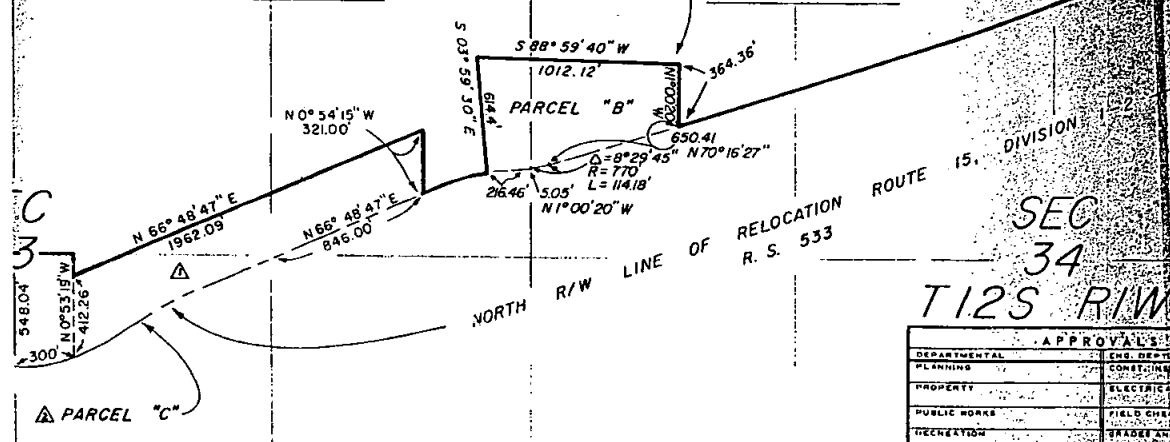
SEC
27
T12S RIW

SEC 28, T12S, RIW
SEC 27, T12S, RIW

28 27
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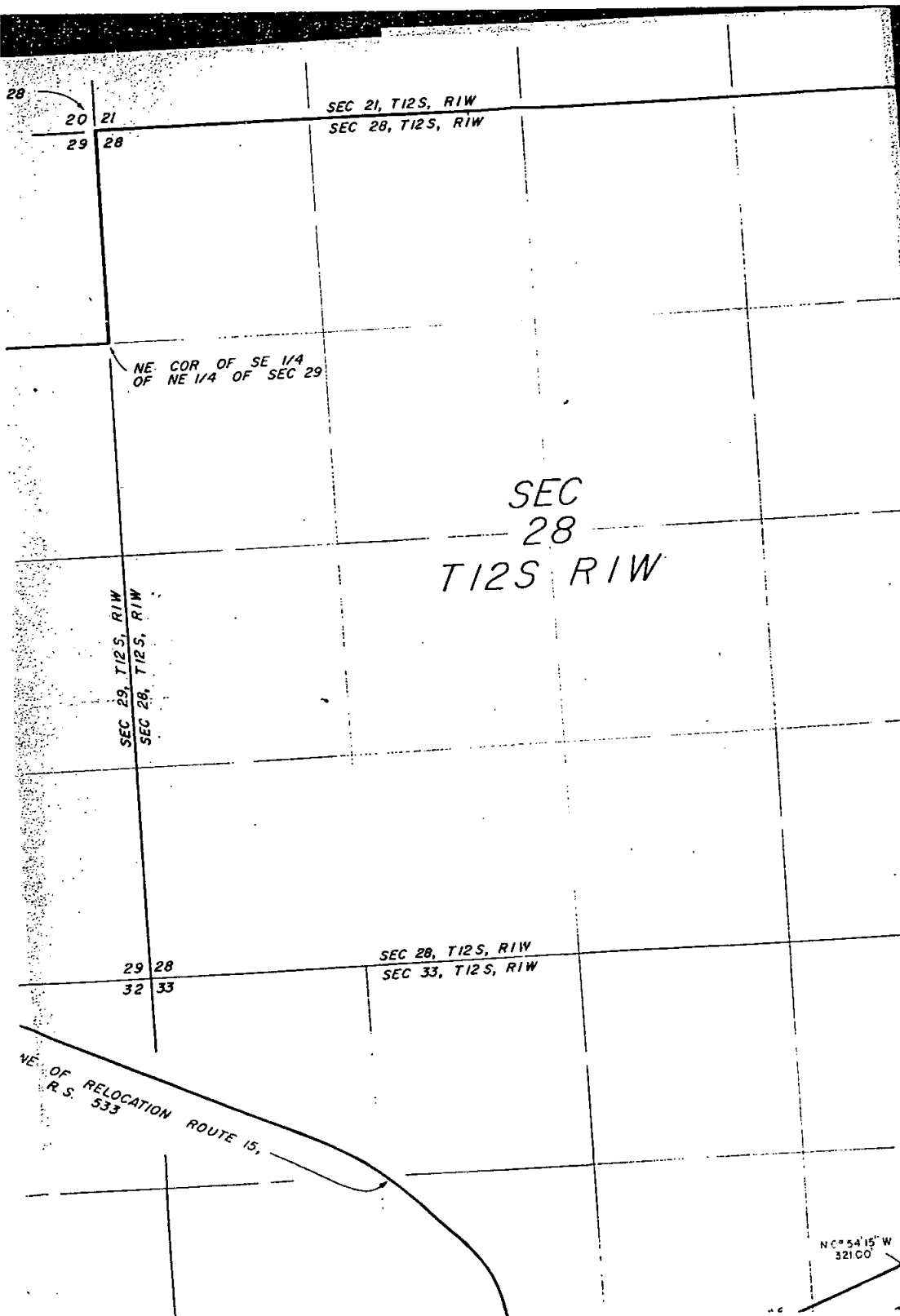
SEC 27, T12S, RIW
SEC 34, T12S, RIW

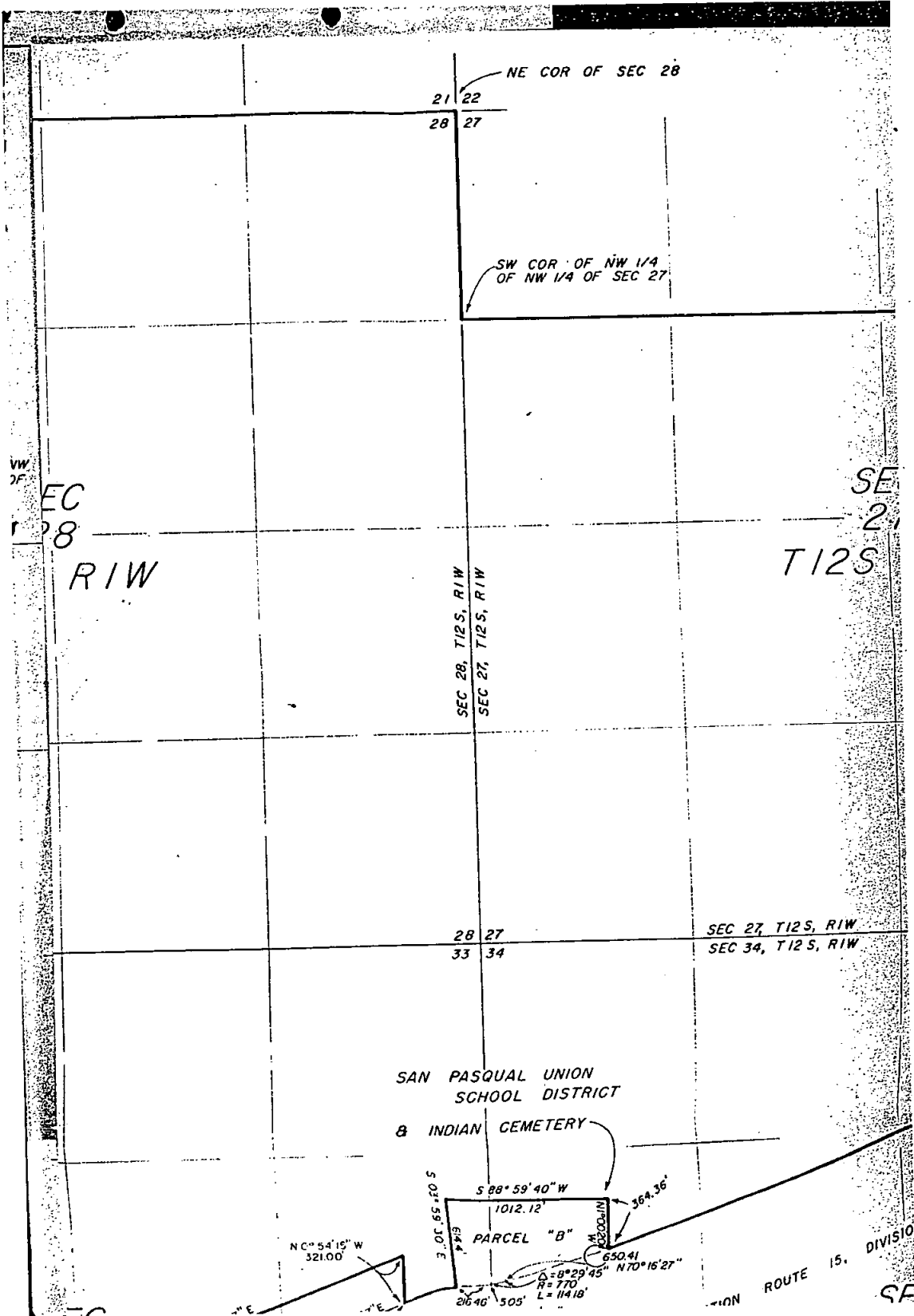
SAN PASQUAL UNION
SCHOOL DISTRICT
& INDIAN CEMETERY



SEC
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T12S RIW

APPROVALS	
DEPARTMENTAL	ENG. DEPT.
PLANNING	CONSTRUCTION
PROPERTY	ELECTRICAL
PUBLIC WORKS	FIELD CHECK
RECREATION	TRAFFIC AND S
UTILITIES	WATER
STRUCTURAL	WATER
TRAFFIC	WATER
WATER	WATER





DOCUMENT NO. 736325

FILED JUN 28 1971

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(Contract - Zoo)

First Amendment to Agreement with the Zoological Society of
San Diego (D#735605) to provide that consultants employed by
Society be subject to prior approval by City Manager

cc: ✓Aud 3C

R-202955 6-17-71

✓Pks & Pub Bldgs, Ed Riccio

✓Dup Orig to Parks & Pub Bldgs, Ed Riccio for transmittal

6-28-71

R/C

6-23-71
9:30
ORIGINAL

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, herein called "Society."

In consideration of the mutual promises and obligations of the parties as herein expressed, City and Society agree as follows:

1. That paragraph III,B of that certain agreement entered into between City and Society on April 8, 1971, the original of which is on file in the office of the City Clerk as Document No. 735605, be amended to read as follows:

"B. Consultants employed by Society shall be subject to prior approval by the City Manager."

2. That paragraph VIII,B of the aforesaid agreement be amended to read as follows:

"B. Society shall submit names and qualifications of its consultants to the City Manager for approval. The approval of the City Manager shall be a condition precedent to City's obligation to pay pursuant to this agreement."

3. This amendment shall affect only the paragraphs referred to above and all other terms and conditions of the agreement entered into on April 8, 1971 between the City and Society remain in full force and effect.

RECEIVED
JUN 25 PM 4:20
SAN DIEGO, CALIF.
ME

IN WITNESS WHEREOF, this first amendment to agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 202955 authorizing such execution, and by Society.

Dated this 17 day of June, 1971.

THE CITY OF SAN DIEGO

By [Signature]

Assistant City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO

By [Signature]

I HEREBY APPROVE the form and legality of the foregoing first amendment to agreement this 23 day of June, 1971.

JOHN W. WITT, City Attorney

By [Signature]

Harold Valderhaug, Deputy

RESOLUTION No. 1-3793

5A - Barone
Property

MAY 14 1970

Adopted on

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 First Amendment to Agreement with the ZOOLOGICAL SOCIETY - WILD GAME PRESERVE OF SAN DIEGO, a California nonprofit corporation, to substitute Exhibits "A" and "B" which more particularly describe the premises of the agreement, under the terms and conditions set forth in the form of First Amendment to Agreement, on file in the office of the City Clerk as Document No.

731979

APPROVED: JOHN W. WITT, City Attorney

By Clifton E. Reed, Deputy

rb/4-21-70