

**AGREEMENT FOR USE OF SAN DIEGO COMMUNITY COLLEGE DISTRICT FACILITIES  
AS TEMPORARY RECORDS STORAGE CENTER BY THE CITY OF SAN DIEGO**

THIS AGREEMENT is made and entered into between the SAN DIEGO COMMUNITY COLLEGE DISTRICT OF SAN DIEGO, CALIFORNIA (hereinafter referred to as "DISTRICT"), and the CITY OF SAN DIEGO (hereinafter referred to as "CITY"):

**R E C I T A L S**

The CITY requires temporary storage facilities for records in case of a disaster.

The parties hereto mutually desire to reach an understanding that will result in making the San Diego City College gymnasium and handball courts available to the CITY for the aforementioned use.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. DISTRICT agrees that, after meeting its responsibilities to students, it will permit, to the extent of its ability and upon request by CITY, the use of its gymnasium and handball courts at San Diego City College by CITY as a records storage center in the event of a natural disaster. CITY use of DISTRICT facilities shall be limited to a period of forty-eight (48) hours. Should an extension of this time period be required, CITY shall obtain prior permission from DISTRICT for such extended usage.
2. CITY agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse DISTRICT for any DISTRICT supplies that may be used by CITY in the conduct of its record storage activities in said facilities. CITY hereby accepts full responsibility for the security of its records during the time such records are stored in DISTRICT facilities.
3. CITY agrees to defend, indemnify, and hold harmless DISTRICT against any claim, demand, or liability for death or injury to persons or damage to property which may be asserted against DISTRICT arising out of CITY's use of said facilities.
4. DISTRICT and CITY hereby reserve the right to terminate the provisions of this Agreement upon thirty (30) days' written notice from one party to the other. Said notice shall be deemed delivered when deposited in the United States mail, postage prepaid, and addressed to the other party at the address of the authorized representative signing this Agreement.

IN WITNESS WHEREOF, DISTRICT and CITY have caused this Agreement to be executed in their behalf by their duly authorized representatives.

CITY OF SAN DIEGO

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
OF SAN DIEGO COUNTY, CALIFORNIA

By   
Deputy City Manager

By   
J. William Wenrich, Chancellor

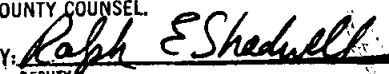
Address 202 C Street  
San Diego, CA 92101

Address 3375 Camino del Rio South  
San Diego, CA 92108

Date November 25, 1988

Date Sept. 29, 1988

APPROVED AS TO FORM AND LEGALITY FOR  
THE SAN DIEGO COMMUNITY COLLEGE DISTRICT  
COUNTY COUNSEL.

BY:   
DEPUTY

BOARD OF TRUSTEES  
SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SAN DIEGO, CALIFORNIA

LEASE OF REAL PROPERTY  
FOR BRANCH LIBRARY PURPOSES

THIS LEASE, made and entered into this 19 day of June, 1975, by and between the San Diego Community College District, hereinafter referred to as Lessor, and the City of San Diego, hereinafter referred to as Lessee.

WHEREAS, Lessor is the owner of the hereinafter described real property located in the City of San Diego, State of California, which will not at the time of delivery of possession be needed for college classroom buildings; and

WHEREAS, Lessor is desirous of Lessee's establishing a branch library adjacent to Lessor's Educational and Cultural Complex, which will supplement and operate in cooperation with the Complex; and

WHEREAS, the Board of Trustees of Lessor on June 25, 1975, adopted its Resolution authorizing this lease by the unanimous vote of all of its members;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. DESCRIPTION OF PROPERTY AND TERM

For and in consideration of the rent prescribed herein and of the faithful performance by Lessee of the other terms, covenants, agreements, and conditions herein contained on the part of the Lessee to be kept and performed, Lessor hereby leases unto Lessee and Lessee does hereby hire from Lessor that certain parcel of land located within the boundaries of the City of San Diego, State of California, described as follows:

That portion of Lot 5 of Caruthers' Addition, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 27 filed in the Office of the County Recorder of San Diego County, October 1, 1880, and that portion of 43rd Street, closed, described as follows:

Beginning at the intersection of the Northerly line of said Lot 5 with a line that is parallel with and 50 feet Easterly of the Westerly line of San Pasqual Street as now established; thence South 00°16'05" West 516.48 feet to the TRUE POINT OF BEGINNING; thence South 89°43'55" East, 200.0 feet; thence North 00°16'05" East, 360.00 feet; thence North 89°43'55" West, 200.00 feet; thence South 00°16'05" West, 360.00 feet back to the TRUE POINT OF BEGINNING; EXCEPTION THEREFROM, any portion included within the dedicated boundary of San Pasqual Street.

2. TERM

The term of this lease shall be for 99 years, commencing on the 25th day of June, 1975, and ending on the 25th day of June, 2074. Lessee shall have the right to terminate this lease at any time subsequent to twenty-five years from the commencement of this lease, by giving sixty days' written notice to Lessor.

3. RENT

As rental for the term of this lease, Lessee covenants and agrees to pay Lessor the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged. Lessee further agrees to construct and maintain on the leased property a branch public library, in accordance with a design approved by Lessor. The building constructed shall comply with the requirements of the Field Act (Education Code Sections 15451-15466). Lessee will make the facilities of the branch public library available to the students and faculty of the Lessor's Educational and Cultural Complex.

4. USE

The herein described premises are leased to Lessee to be used exclusively for public library purposes, and Lessee agrees that the premises shall be used for no other purpose without permission of Lessor.

5. REPAIRS

Lessee shall, during the term of this lease, at its own cost and expense, and without any cost or expense to Lessor, keep and maintain all buildings and improvements on the leased premises installed or constructed by Lessee, and all appurtenances thereto, in good and neat order and repair. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature or description whatsoever to the premises or to any buildings or improvements thereon. Lessor shall install and maintain the landscaping and irrigation system substantially as shown on the Master Plan for the Educational and Cultural Complex, a copy of which is on file in the office of the City Clerk as Document No. 752350.

6. PUBLIC UTILITIES

All water, gas, electricity, or other public utilities used upon or furnished to the leased premises during the term hereof shall be paid for by Lessee, and all service lines of such utilities shall be connected to existing public utilities at no cost or expense to Lessor. Lessor agrees to grant, for the term of this lease, such easements for utility services for the leased premises as are necessary.

7. INDEMNITY

Lessee covenants and agrees that Lessor shall not at any time or to any extent whatsoever be liable, responsible or in any wise accountable for any loss,

injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the leased premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any wise result from or arise out of any act, omission or negligence of Lessee or of any occupant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall forever indemnify, defend, hold or save Lessor free and harmless of, from and against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to buildings and improvements that may hereafter be placed or built upon the premises and to the property of Lessee in, upon or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time, except those arising by reason of the negligence of Lessor, its agents or employees.

8. OWNERSHIP OF BUILDINGS

All buildings and improvements hereafter situated by Lessor upon the land hereby leased shall remain the property of the Lessor; subject to all the terms and conditions of this lease. All buildings and improvements installed by Lessee on the leased premises shall remain the property of the Lessee during the term of this lease; but shall become the property of the Lessor upon the expiration or termination of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate by proper persons thereunto duly authorized as of the day and year first hereinabove written.

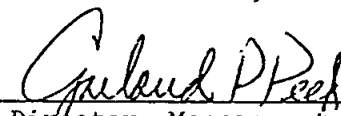
LESSEE:

CITY OF SAN DIEGO

By   
ASSISTANT TO THE CITY MANAGER

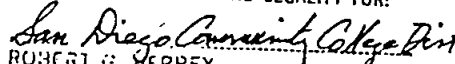
LESSOR:

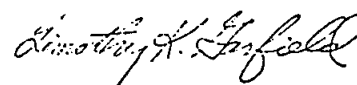
SAN DIEGO COMMUNITY COLLEGE DISTRICT  
OF SAN DIEGO COUNTY, CALIFORNIA

By   
Director, Management Services

Approved by the Board of Trustees of  
the San Diego Community College District  
on June 25, 1976.

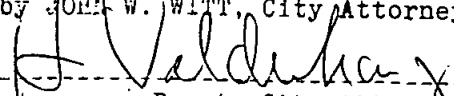
APPROVED AS TO FORM AND LEGALITY FOR:

  
ROBERT E. BERREY  
County Counsel

BY   
Deputy

DATE 6/24/75

APPROVED as  
to form by JOHN W. WITT, City Attorney

By   
Deputy City Attorney

RESOLUTION NO. 213594

JUN 19 1975

WHEREAS, City proposes to construct a branch public library on a site to be leased for a 99-year term from the San Diego Community College District; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that upon acceptance by the City of a bid to construct a branch public library on approximately 1.5 acres of land located on the east side of San Pasqual Street near 43rd Street and Logan Avenue in the Educational and Cultural Complex, the City Manager is authorized and directed to execute, for and on behalf of The City of San Diego, a Lease Agreement with the SAN DIEGO COMMUNITY COLLEGE DISTRICT, for the purpose of leasing approximately 1.5 acres of land for the construction and maintenance of a branch public library, 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. 752351.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug  
Harold Valderhaug, Deputy

4OV:nr 732  
5-19-75  
Dr. Dept. Property  
Job:11610

Passed and adopted by the Council of The City of San Diego  
on June 19, 1975, by the following vote:

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

NAYS: None.

ABSENT: Haro.

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. 213594

passed and adopted by the Council of The City of San Diego,  
California, on June 19, 1975.

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

(SEAL)

By Kathleen Martinez, Deputy.

DOCUMENT NO. 752567

FILED SEP 5 1975

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

*Am*

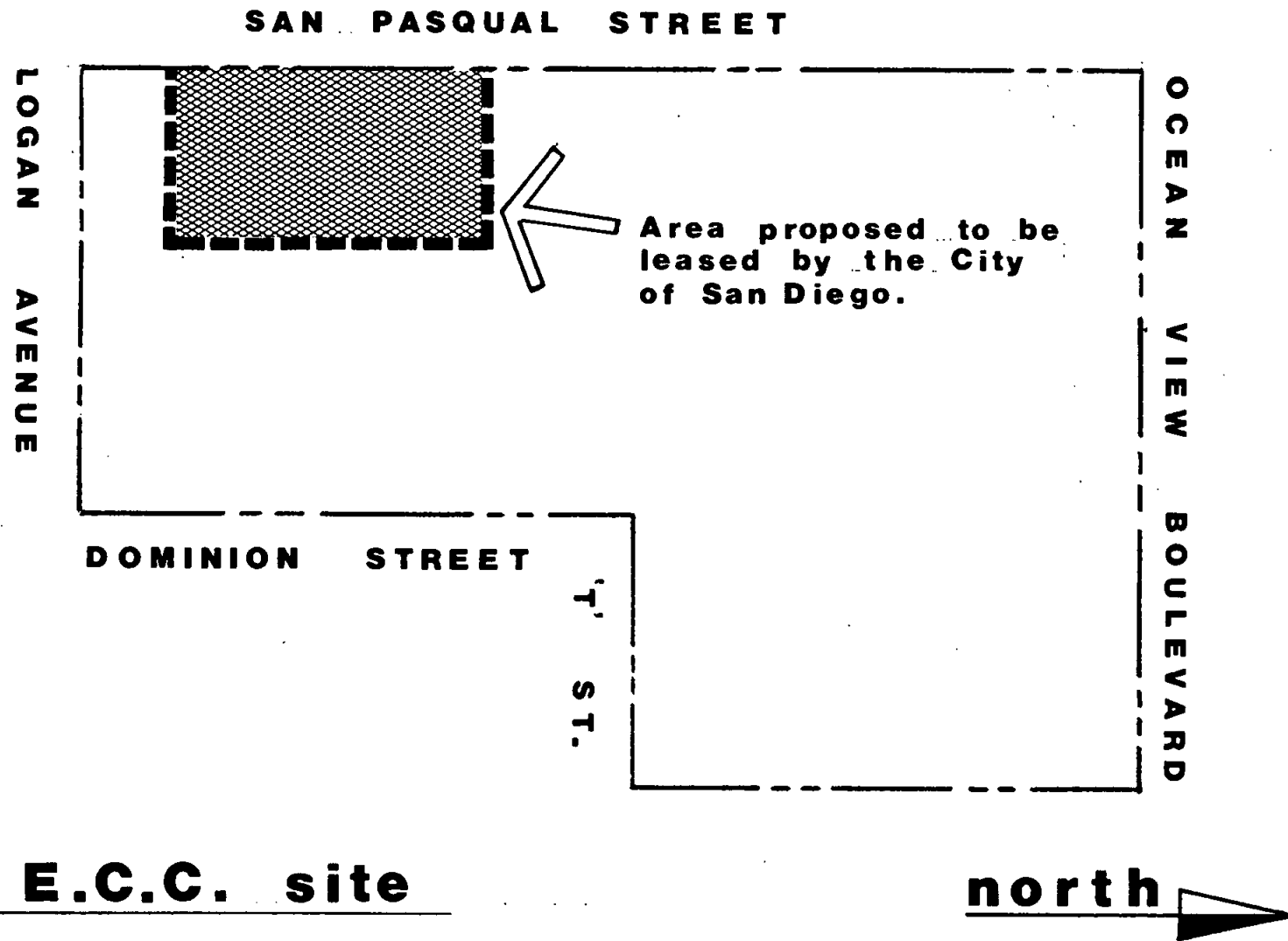
(Lease)

Lease Agreement with San Diego Community  
College District for leasing approximately  
1.5 acres of land for construction & maintenance  
of a branch public library.

R-213594 6-19-75

cc: ✓ Aud 7C  
✓ County Assessor A4  
✓ Property 51A Hagar (Dup Orig. + copy)

*9/5/75*  
*YB*



**EXHIBIT**

**'B'**

# BECKWOURTH LIBRARY

3/4" stub-  
out for  
future  
lights.

SDG&E  
transformer

#71

#72

#68

#67

#70

J-  
box

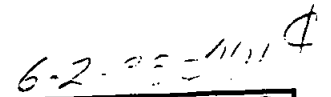
#66

#73

#69

- = Existing 20 foot pole retrofitted with 400 watt front projection cutoff high pressure sodium luminaire on 4 inch arm. Arrow indicates main direction of light. Pole #70 has two.
- ⊙ = Existing 14 foot pole retrofitted with 150 watt high pressure sodium Crouse Hinds Post Mounted Luminaire. Direction of light is 360 degrees.
- = Existing poles #66 & #69 not recommended for retrofit because of proximity to others.

Prepared by  
San Carlos Electric  
March 27, 1989



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