



THE CITY OF SAN DIEGO

POOR QUALITY DOCUMENT

June 15, 2006

Dear Lessees:

Effective immediately please make a correction to the General Provisions section of your lease outline with the City of San Diego.

Under the NOTICES section there is a paragraph informing lessees where to mail any written notices. This needs to be changed to the following address:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700 (M. S. 51A)
San Diego, CA 92101-9586

Sincerely,

James Barwick
Real Estate Assets Director

KC/cj

I:\WPO\2006\L-LESSEES.doc



Real Estate Assets

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

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

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement is entered into by and between the CITY OF SAN DIEGO, a municipal corporation [CITY] and the COUNTY OF SAN DIEGO, a political subdivision [LESSEE], based upon the following facts:

- A. On March 30, 1971, CITY and LESSEE entered into that certain lease agreement [the Lease], and filed in the Office of the City Clerk as Document No. RR-735545 (also known as County of San Diego Contract No. 5786-4300E/R), and subsequently amended by a first amendment dated January 23, 1976 and by a Second Amendment to Lease dated June 19, 1984, on file in the Office of the City Clerk as Document No. RR-260967.
- B. CITY and LESSEE wish to pursue the co-location of an animal care facility and animal shelter to be operated on adjoining sites by LESSEE and the San Diego Humane Society.
- C. LESSEE is willing to contribute Two Million Dollars (\$2,000,000) to the CITY to assist in the cost of construction of a new facility to replace the existing central animal control shelter in return for the City providing LESSEE with a twenty-five percent ownership interest in the new facility.
- D. CITY and LESSEE wish to further amend the Lease to modify the leasehold boundaries to accommodate the proposed new co-located facilities and to memorialize LESSEE's contribution to the construction of the new central animal control shelter.

NOW, THEREFORE, the parties agree that the Lease is amended as follows:

1. The legal description only in Section (A), as amended, is deleted and the following legal description is added:

Parcel 2 of Parcel Map No. 18455, in the City of San Diego, County of San Diego, State of California, according to map thereof filed in the Office of the San Diego County Recorder on April 13, 2000 as Document No. RR-292961

2. The following new sections are added:

(D) 25. LESSEE INVESTMENT IN NEW FACILITY.

- (a) CITY and LESSEE agree that the existing animal shelter on the leased premises is unsatisfactory and requires demolition and reconstruction. A new facility is proposed to be constructed on the premises and will be used by LESSEE to provide the services called for in the "Agreement for Animal control Services Between the City of San Diego and the County of San Diego," on file in the Office of the City Clerk as document No. RR-290573 [the Animal Control Services Agreement] **RR**

COUNTY OF SAN DIEGO
CONTRACT
NUMBER 37504-E

DOCUMENT NO. 292961
FILED APR 11 2000
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

- (b) LESSEE shall contribute Two Million Dollars (\$2,000,000) to the City for the construction of a new animal shelter facility on the Leased Premises [the Lessee Investment]. The Lessee Investment will be provided upon notice from the City Manager that funds are required to be on deposit in order to let the contract for construction of the facility.
- (c) CITY acknowledges that LESSEE is willing to make the Lessee Investment in reliance on CITY's continued use of LESSEE's services under the terms of the Animal Control Services Agreement. CITY further acknowledges that upon termination of LESSEE's services under the Animal Control Services Agreement, LESSEE will be faced with significant expenditures for the relocation of administrative offices and personnel associated with the provision of those services. CITY therefore agrees that if either party elects not to renew the Animal Control Services Agreement, CITY will pay to the County an amount equal to one-fourth of the appraised value of the new facility (building only) at the time of termination or election not to renew the Agreement. Payment shall be made within one year of the date of (1) the termination of services pursuant to the Animal Control Services Agreement or (2) failure to renew the Animal Control Services Agreement. This provision shall survive termination of this Lease.

26. EASEMENT FOR BENEFIT OF HUMANE SOCIETY AND SHARED PARKING.

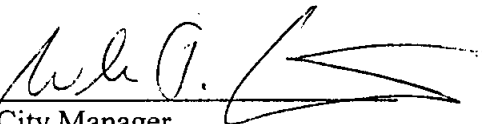
LESSEE acknowledges and agrees that CITY may grant easements to the San Diego Humane Society to accommodate the co-location of animal care and animal shelter facilities on the site adjacent to the leased premises. LESSEE agrees to assume City's responsibilities as "Owner" as defined in the Maintenance and Easement Agreement for Animal shelter and Care Facility, entered into between the City and the Humane Society and on file in the Office of the City Clerk as Document No. RR- 292961.

- 3. Except as amended, the parties agree that all terms of the lease remain the same. Nothing contained in this Third Amendment is intended to alter or amend any other covenants or conditions of the lease.

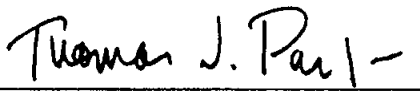
IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council, has approved the execution of this contract by its City Manager, and LESSEE, by order of its Board of Supervisors, has approved the execution of this contract by the Clerk of the Board of Supervisors of the County of San Diego.

Dated as of April 11, 2000.

LESSOR
THE CITY OF SAN DIEGO

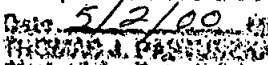
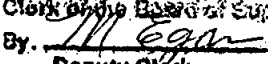

City Manager

LESSEE
COUNTY OF SAN DIEGO


Clerk of the Board of Supervisors

Approved as to form and legality
this 20th day of April, 2000

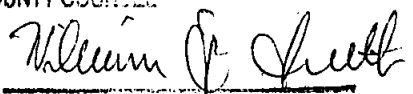
CASEY GWINN, City Attorney

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date 5/2/00 Minute Order No. 4

Clerk of the Board of Supervisors
By 
Deputy Clerk

By 
Prescilla Dugard, Deputy City Attorney

4/12/00
C:\TEMP\3dAmLease2.wpd

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY 
SENIOR DEPUTY

5-2-00

APR 11 2000

R-292961

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On April 18, 2000, before me, Lori A. Witzel, the undersigned, a Notary Public in and for said State, personally appeared Will Griffith, Director of Real Estate Assets, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/~~their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

A handwritten signature in cursive script that reads "Lori A. Witzel".

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Third Amendment to Lease Agreement

Document Date: April 11, 2000

Number of Pages: 6

Signer is Representing: City of San Diego

292961 (R-2000-1078)
RESOLUTION NUMBER R-

ADOPTED ON APR 11 2000

WHEREAS, on March 30, 1971, the City and the County of San Diego entered into a lease agreement, a copy of which is on file in the Office of the City Clerk as document No. 44-735545 [the Lease], subsequently amended by a first amendment dated January 23, 1976 and by a Second Amendment to Lease dated June 19, 1984; and

WHEREAS, the City proposes to sell a portion of the leased property to the San Diego Humane Society and S.P.C.A. [Humane Society] for the co-location of animal shelter and care facilities by the City and the Humane Society, and

WHEREAS, the sale requires a revision to the boundaries of the Lease; and

WHEREAS, the County has agreed to contribute Two Million Dollars (\$2,000,000) to the construction of a new City facility on the leased premises, to be operated by the County pursuant to the animal control services agreement between the City and the County on the terms and conditions provided in the Third Amendment to Lease Agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is authorized to execute, for and on behalf of The City of San Diego, a Third Amendment to Lease Agreement with the County of San Diego, a political subdivision, revising the boundaries of the central animal shelter leasehold and setting forth the terms and conditions for County participation in reconstruction of the shelter, under the terms and conditions set forth in the Third Amendment to Lease Agreement on file in the office of the City Clerk as Document No.

RR-_____

BE IT FURTHER RESOLVED, that the acceptance and expenditure of a deposit from the County of San Diego is authorized in the amount of \$2,000,000 for construction of the replacement central animal shelter, which is documented and accounted for as 25% County equity in the new building, to be deposited into Fund 63092.

APPROVED: CASEY GWINN, City Attorney

By Prescilla Dugard
Prescilla Dugard
Deputy City Attorney

PD:cdk
03/29/00
Or.Dept:Emp.Rel. & Spec.Projects
R-2000-1078
Form=leaser.frm

Passed and adopted by the Council of San Diego on April 11, 2000 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, McCARTY,

VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

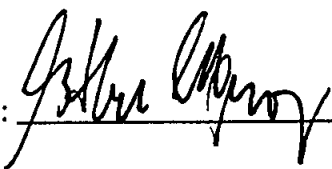
By: Esther Woronicz, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-292961, passed and adopted by the Council of The City of San
Diego, California on April 11, 2000.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MAY 2, 2000**

RECEIVED
MAY 05 2000
Real Property Division
Department of General Services

MINUTE ORDER NO. 4

**SUBJECT: Third Amendment to Lease Agreement With City of San Diego for
Central Animal Shelter 5480 Gaines Street, San Diego
(Supv. Dist: All)**

OVERVIEW:

In November 1998, the City and County convened a Citizen's Panel to Build a New Animal Shelter, co-chaired by Council Member Valerie Stallings and Supervisor Pam Slater. The Central Animal Shelter, located at 5480 Gaines Street, has exceeded its capacity and the facility has physically deteriorated to the extent of needing to be completely replaced. Based on recommendations from the Citizen's Panel, the City and County have been working toward financing and building a new Central Animal Shelter and a new animal care facility to be operated by the Humane Society on adjacent sites.

On March 9, 1999 (1), at the request of Supervisor Slater, the Board directed the Chief Administrative Officer to negotiate and execute a new lease agreement with the City of San Diego and develop a financing package to replace the facility. On April 13, 1999 (25), the Board approved establishing an interest earning trust fund for donations to replace the Central Animal Shelter, and accepted two private donations. On June 15, 1999 (1), at the request of Supervisor Slater, the Board allocated \$1,775,000 for the construction and completion of a replacement for the Central Animal Shelter. The Board also directed the Director of General Services to execute a contract with the City of San Diego for a \$2,000,000 County contribution to the project.

Since 1971, the County has operated the Central Animal Shelter on land owned by the City of San Diego and has provided animal control services to the City. A ground lease and a service agreement cover the contractual obligations between the two agencies. Today, the Board is requested to approve a Third Amendment to Lease between the County and the City that will provide for the County's \$2,000,000 payment obligation to the City in exchange for a 25% ownership interest in the new replacement shelter. The agreement will also amend the size of the premises and obligate the County to continue to assume the City's maintenance obligations within the lease boundaries.

FISCAL IMPACT:

Funds for this project are budgeted. Appropriations of \$2,000,000 are in the Community Services Group (Org. 0611, Acct. 3453) for replacement of the Central Animal Shelter. No additional staff years will be required.

BUSINESS IMPACT STATEMENT:

The proposed action will have a positive effect on business because it will lead to new construction activity.

RECOMMENDATION:

CHIEF ADMINISTRATIVE OFFICER:

1. Concur with the City of San Diego's finding of Negative Declaration dated March 29, 2000 for this project.
2. Approve and authorize the Clerk of the Board of Supervisors to execute three copies of the Third Amendment to Lease Agreement, County Contract No. 5786-4300E/R, upon receipt and approval by County Counsel.
3. Authorize the Director, Department of General Services, to perform all necessary actions required by the City to complete the construction of the proposed new Central Animal Shelter.

ACTION:

ON MOTION of Supervisor Roberts, seconded by Supervisor Horn the Board of Supervisors took action as recommended, on Consent.

AYES: Cox, Jacob, Slater, Roberts, Horn

State of California)
County of San Diego)^{SS}

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By Frank Galang
Frank Galang, Deputy



SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT, made and entered into this 19th day of June, 19 84, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as "City", and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, hereinafter referred to as "Lessee", whereby the parties hereto agree as follows:

W I T N E S S E T H:

WHEREAS, City and Lessee entered into a Lease Agreement of March 30, 1971, known as County of San Diego Contract No. 5786-4300E/R, for that certain real property known as the Central Animal Control Shelter, 1104 Azusa Street, San Diego, California; and

WHEREAS, the parties hereto are desirous of amending said Lease Agreement in order to increase the size of the leased premises, increase the term of the Lease Agreement, allow for construction of new facilities and modernization of the old facilities.

NOW THEREFORE, it is mutually agreed as follows:

1. Clause (A) of said Lease Agreement is hereby amended to read as follows:

(A) That property hereinafter described is leased for the purpose of furnishing and enforcing general animal regulation services in the City of San Diego and for no other purpose.

DOCUMENT NO. RR-260967

FILED JUN 18 1984

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

The City hereby leases to the Lessee and the Lessee hires from the City those certain premises with the appurtenances situated in the County of San Diego, State of California, and more particularly described as follows:

Parcel No. 83-0165-A

The Easterly 167.00 feet of the Westerly 242.00 feet of the Northerly 150.00 feet of the Southerly 175.00 feet AND the Easterly 100.00 feet of the Westerly 342.00 feet of the Northerly 260.00 feet of the Southerly 285.00 feet of the Southwest Quarter of Pueblo Lot 1100 of Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to map thereof made by James Pasco in 1870, on file in the Office of the San Diego County Recorder.

INCLUDING Lots 15 through 23 inclusive, Block E, Addition to Silver Terrace, according to Map thereof No. 430, on file in said Recorder's Office.

TOGETHER WITH an easement for ingress and egress over the Westerly 75.00 feet of the Northerly 150.00 feet of the Southerly 175.00 feet of said Southwest Quarter of Pueblo Lot 1100.

The above described parcel is shown on Exhibit "E" attached hereto and made a part of this Agreement.

2. Clause (B) of said Lease Agreement is hereby amended to read as follows:

(B) The term shall be thirty-eight (38) years beginning on the First (1st) day of January 1971 and ending on the thirty-first (31st) day of December 2008. Provided, however, this Lease shall terminate upon the termination of the Basic Animal Regulation Agreement between County and City, the form of which is on file in the Office of the City Clerk as Document No. 735441.

3. This Second Amendment to Lease Agreement shall be effective upon execution by both parties.

4. This Lease Amendment 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 Lessee and City, all with the same full force and effect as though the same counterpart had been executed simultaneously by both Lessee and City.

5. Except as hereinabove amended, said Lease Agreement shall continue in full force and effect in all particulars.

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

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date JUN 19 1984 #15

Porter D. Cremens
Clerk of the Board of Supervisors

Date JUNE 18, 1984

Approved as to form and legality:

Date 7/19/84

Date 6/8/84

COUNTY OF SAN DIEGO

Porter D. Cremens
Clerk, Board of Supervisors

THE CITY OF SAN DIEGO

Quinn J. St.
ASSISTANT TO THE CITY MANAGER

W. H. Aldrich
CITY ATTORNEY
COUNTY COUNSEL
AS TO FORM AND LEGALITY
BY Josephine Sten
COUNTY COUNSEL DEPUTY

(R-84-1918)

RESOLUTION NUMBER R- 260967

Adopted on JUN 18 1984

WHEREAS, the City owns an approximately 25,000 square-foot parcel of property in the area of Gaines and Azusa Streets immediately adjacent to other City property presently leased to the County of San Diego for animal regulation facilities; and

WHEREAS, said 25,000 square-foot parcel is zoned CA and has been appraised by City staff as having a value of \$250,000 to \$300,000; and

WHEREAS, the County has proposed that said City property be added to the existing lease and that the lease be extended for an additional 18 years to expire December 31, 2008; and

WHEREAS, it is also proposed to add a .26-acre easement to the leasehold to provide access to a temporary parking area; and

WHEREAS, the consideration proposed for the additional property and extended lease term is the County's continued enforcement of animal regulation ordinances in the City of San Diego; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a Second Amendment to Lease Agreement with the COUNTY OF SAN DIEGO, which second amendment extends the lease term and increases the area in which the County operates its animal regulation facility, under the terms and conditions set forth in that Second Amendment to Lease Agreement on file in the office of the City

Clerk as Document No. RR- 260967 .

APPROVED: John W. Witt, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
5/17/84
Or.Dept:Prop.
Job:217906
Form=r.none

Passed and adopted by the Council of The City of San Diego
on June 18, 1984, by the following vote:

YEAS: Mitchell, Cleator, Jones, Struiksma, Gotch, Murphy, Martinez,
Hedgecock.

NAYS: None.

NOT PRESENT: McColl

AUTHENTICATED BY:

ROGER HEDGECKOCK
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. R-260967
passed and adopted by the Council of The City of San Diego,
California, on JUN 18 1984.

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

(SEAL)

By Ellen Bovard, Deputy.

1st Amendment

January 23, 1976

File: Leases - County of San Diego

County of San Diego
Department of Real Property
County Operations Center
5555 Overland Avenue
San Diego, California 92123

Attention: R. J. Pflimlin, Director

Re: Lease Agreement - City of San Diego and County of San Diego
Animal Regulation Services - City Clerk Document No. 735545

Gentlemen:

Pursuant to Paragraph (D) 3 of the subject lease, approval is hereby given to temporarily locate two "office type" trailers on your leased premises. As requested, the trailers shall be exempted from the provisions of Paragraph (D) 4, Ownership of Improvements, of said lease.

Very truly yours,

15/ RTB 1-23-76
Ray T. Blair Jr.
Deputy City Manager

RTB/WLM/JH:pw

1-21-76 70 RTB



R. J. PFLIMLIN
Director

COUNTY OF SAN DIEGO
DEPARTMENT OF REAL PROPERTY
COMMUNITY SERVICES AGENCY

County Operations Center
5555 Overland Avenue
San Diego, CA 92123
Telephone (714) 565-5217

December 29, 1975

Property Department
The City of San Diego
Mail Station #98

RECEIVED
JAN 5 1976
PROPERTY DEPT.

ATTENTION: Mr. Richard D. Greenleaf

SUBJECT: Central San Diego Animal Shelter Lease Agreement - City Lease
Document No. 735545 - County Contract No. 5786-4300 E/R

Gentlemen:

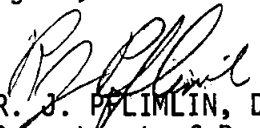
Approval is requested to permit the County to temporarily locate two "office-type" trailers on the Animal Shelter premises at 1104 Azusa Street, San Diego, in accordance with paragraph (d) 3 of the subject Lease as shown on the attached drawing.

The trailers are required to fulfill an urgent need for additional office space at the Central Animal Shelter to meet current program objectives, such as improved service to the public, centralized animal control activities and more efficient use of County staff.

The anticipated duration for the temporary use of the trailers is approximately three years, commencing approximately January 1, 1976. However, in consideration of the current unsettled economic condition and its questionable prognosis, we request that the approval for location of the trailers not be limited to three years. We also request that the trailers be specifically exempted, in writing, from the provisions of paragraph (d) 4 of the subject agreement, whereby the trailers might otherwise be considered "affixed improvements" to become the property of the City at City's option upon expiration or sooner termination of the Lease.

An early response would be appreciated.

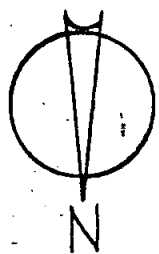
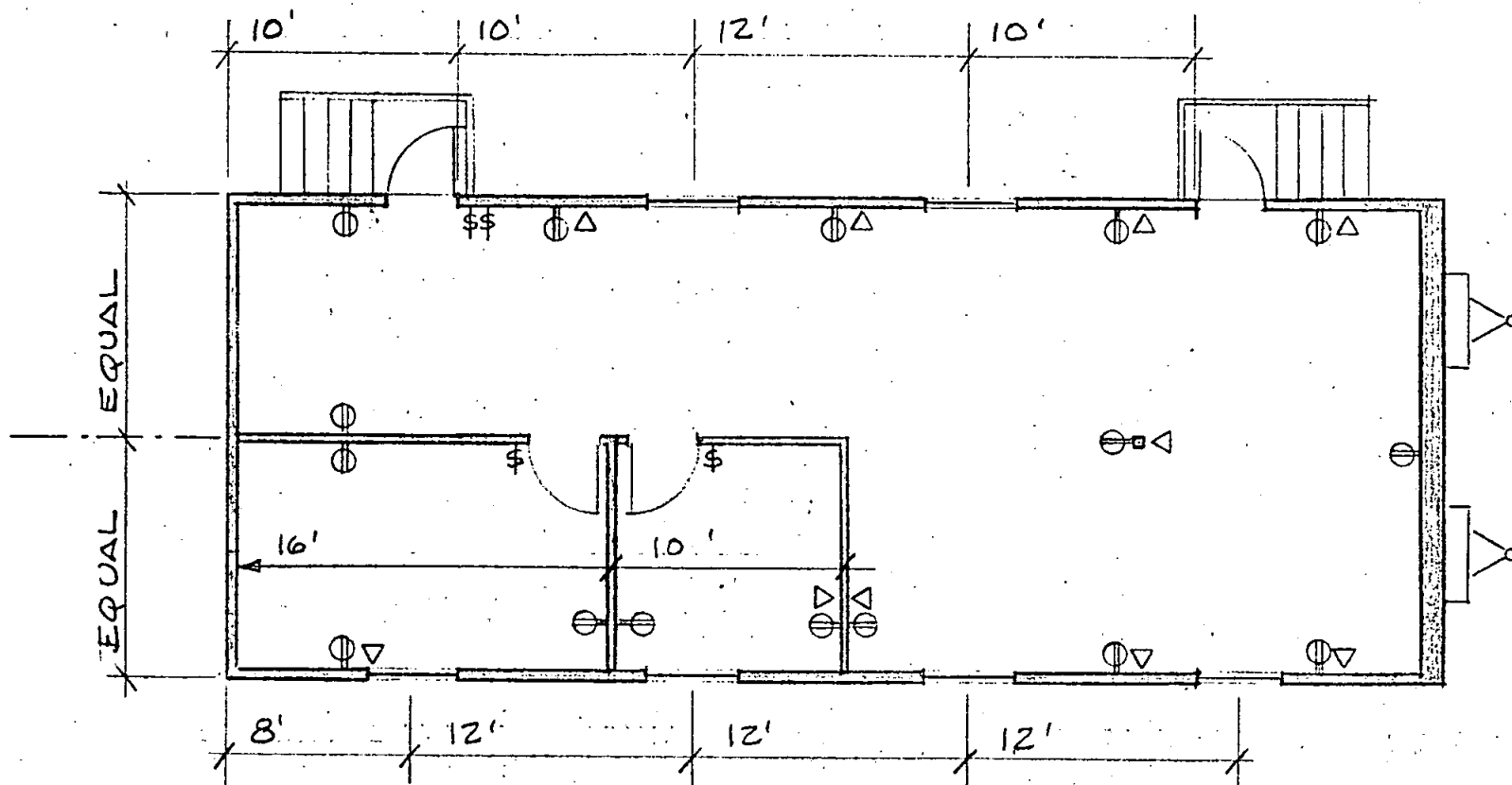
If you require further information, please contact Vernon Cartwright, the assigned agent, at 565-5207.


R. J. PFLIMLIN, Director
Department of Real Property

RJP:VAC:jh

Enclosure

cc: Director of Animal Control; General Services; Facilities Development

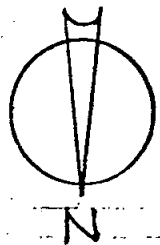
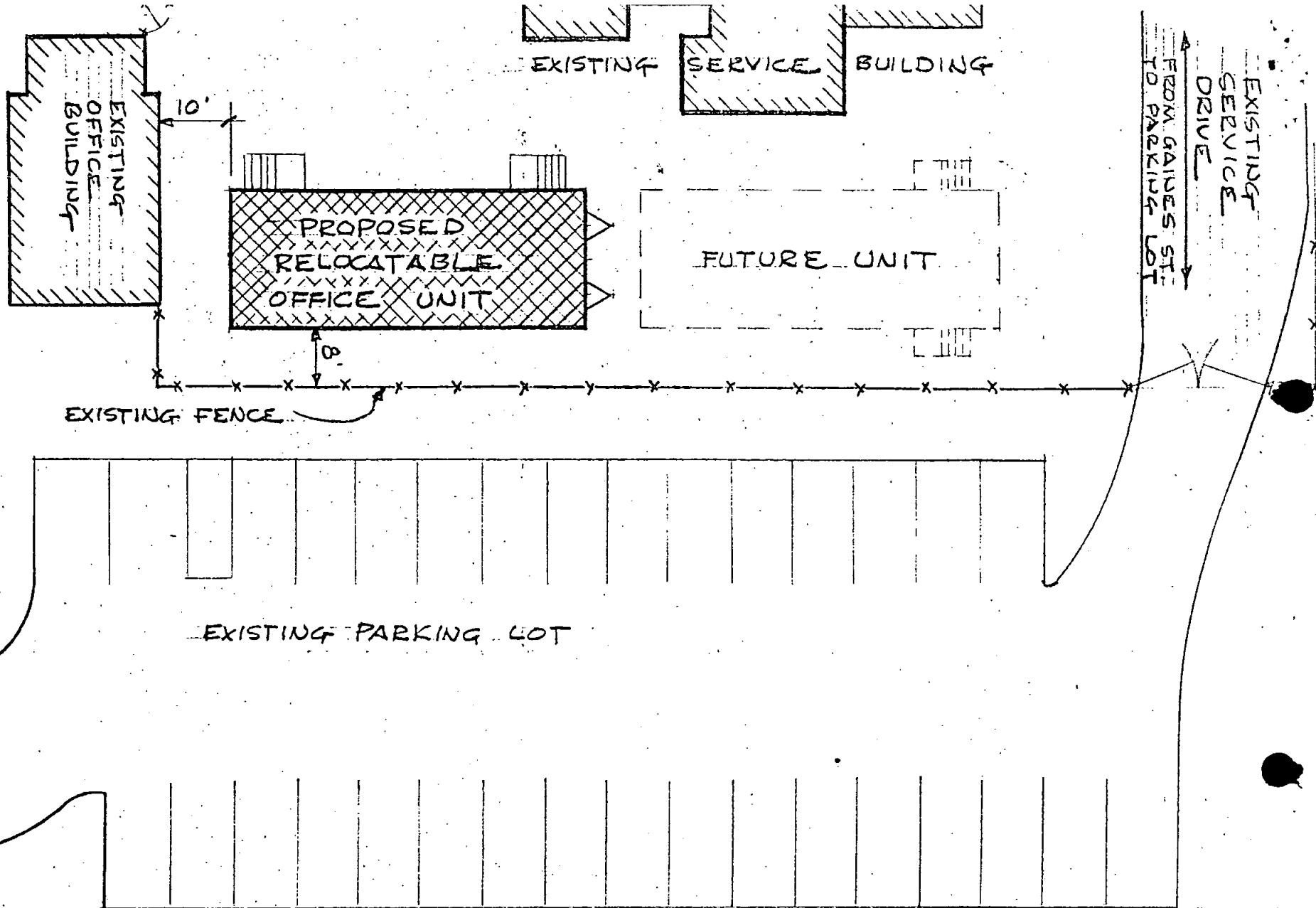


RELOCATABLE OFFICE UNIT 1"=8'
CENTRAL ANIMAL SHELTER - 1104 AZUSA ST.

- ⊙ DUPLEX CONVENIENCE OUTLET
- △ TELEPHONE OUTLET
- ⊗ LITE SWITCH

11-25-75

AZUSA STREET



RELOCATABLE OFFICE UNIT 1"=20'
CENTRAL ANIMAL SHELTER - 1104 AZUSA ST.