

LEASE AGREEMENT

CALIFORNIA DEPARTMENT OF TRANSPORTATION

DEED NO: 036251-001-01 (36251(U-2))  
ACCT. NO: 70743/1-2-2  
DATE OF PAYMENT: November 27th annually  
TERMS: Month-to-month basis  
PAYABLE TO: Division of Highways  
120 South Spring Street  
Los Angeles, California 90012

(Map Reference Included in File)

DEPARTMENT OF PUBLIC WORKS

## DIVISION OF HIGHWAYS

DISTRICT 7, P. O. BOX 2304, LOS ANGELES 90054

*W*  
Route 23 Bullfills

November 28, 1972

Rentals 07  
#70743/1-2-2  
W/Rte 23 S/Los Arboles  
Thousand Oaks, California

Acc. Dist.

213 - 620 - 4429

Conejo Recreation and Park District  
1600 Marview Drive  
Thousand Oaks, California 91360

Gentlemen:

Enclosed is a Rental Agreement, in duplicate, covering your rental of State-owned property located at the above address.

Rent to the State commenced November 27, 1972, at a rate of \$100.00 per year, on a commercial basis.

Rent was prorated as follows:

November 27, 1972 - November 26, 1973 \$100.00

Please sign the Rental Agreement on Page 5. Return the signed original Agreement to this office with your check in the amount of \$100.00. The carbon copy of the Rental Agreement is for your records. Addressed envelopes are enclosed for your convenience.

We are enclosing the State form, "Certificate of Insurance and State-Owned Property Endorsement." This form must be executed and signed by an authorized representative of the insurance company you select and returned to this office within 10 days. This is the only Certificate of Insurance acceptable to the State. Please make your insurance agent aware of this fact. Return only the original copy to this office. The carbon copy may be retained for your records.

Even though the Rental Agreement is not signed and returned to us, your continued occupancy is implied consent to the terms therein, and you will remain liable for the value of that occupancy.

For further information, please contact the undersigned at 620-2569.

Very truly yours,

*Brion Mermer*BRION MERMER  
Property Management SectionBM:ml  
Encls.

DIVISION OF HIGHWAYS

120 SOUTH SPRING STREET

LOS ANGELES, CALIFORNIA 90012

RENTAL DEPARTMENT

MAKE CHECKS PAYABLE TO  
DIVISION OF HIGHWAYS

PLEASE BRING OR MAIL THIS ENVELOPE WHEN MAKING PAYMENT  
IN ORDER TO INSURE PROPER CREDIT TO YOUR ACCOUNT

NOTICE OF RENT DUE  
ALL RENTS ARE DUE ON THE  
FIRST OF THE MONTH

November 27, 1972 - November 26, 1973      \$100.00

W/Rte 23 S/Los Arboles  
Thousand Oaks, California  
Acct. #70743/1-2-2





(9) To vacate said premises at any time within 30 days, after receipt of a notice to do so from State; and failing to vacate as herein provided, agrees that State, or its authorized agents may enter upon said property and remove our personal property therefrom and in this event tenant waives any and all claims for damages against State, its agents or employees. Nothing herein shall be deemed a waiver of any rights of State to demand and obtain possession of said premises in accordance with law in the event of a violation on tenants part of any of the terms or conditions hereof.

(10) In the event there is any prior existing lease or rental agreement between Tenant and State (or its predecessor in interest) covering the subject property, it is agreed and understood that this Rental Agreement shall cancel and terminate said prior lease or rental agreement as of the effective date of this Rental Agreement.

(11) Tenant recognizes and understands in accepting this Rental Agreement that his interest therein may be subject to a possible possessory interest tax that the City or County may impose on such interest, and that such tax payment shall not reduce any rent due the State hereunder and any such tax shall be the liability of and be paid by the tenant.

(12) That this lease is made upon the express condition that the State of California, its officers, agents and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including lessee, or property of any kind whatsoever and to whomsoever belonging, including lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the said demised premises or the sidewalks adjacent thereto during term of this lease or any extension hereof or any occupancy hereunder, lessee hereby covenanting and agreeing to indemnify and save harmless the State of California, its officers, agents and employees from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.

(13) To pay to the State all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by the State to recover any rent due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this rental agreement, or to recover possession of said property whether such action progresses to judgment or not.

~~(14) Anything herein contained to the contrary notwithstanding,~~  
Tenant(s) hereby agree(s) to deposit with the State \$ \_\_\_\_\_, as a guarantee for faithful performance of the conditions of this Agreement. If at any time Tenant fails to keep and perform all of the terms, covenants, and conditions of this Agreement, including the payment of rent, overdue and unpaid, State may, at its sole option, appropriate and apply all or any portion of said security deposit to the payment of any loss or damage incurred by State by reason of Tenant's default or breach. Upon termination of this Agreement and Tenant's vacating the premises and return of the key of said premises, State shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and/or loss and damage sustained by State due to such breach or default by Tenant. Vacancy date shall be the date keys are deposited in the mail, or date delivered physically to 120 South Spring Street.

(15) That Lessee shall, at his own expense, take out and keep in force during the within tenancy, (a) public liability insurance, in a company or companies to be approved by the Lessor, to protect the State of California, its officers, agents and employees against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in, or about the demised premises, in the amount of not less than \$100,000.00, to indemnify against the claim of one person, and in the amount of not less than \$200,000.00, against the claims of two or more persons resulting from any one accident; and, (b) property damage or other insurance, in a company or companies to be approved by the Lessor, to protect Lessor, its officers, agents and employees, against any and every liability incident to the use of or resulting from any and every cause occurring in, or about the demised premises, including any and all liability of the Lessor for damage to vehicles parked on the demised premises, in the amount of not less than \$50,000.00. Said policies shall inure to the contingent liabilities, if any, of the Lessor, and the officers, agents and employees of Lessor and shall obligate the insurance carriers to notify Lessor, in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. Lessee shall furnish as proof of public liability insurance, a fully executed copy of State forms, "Certificate of Insurance" and "State-Owned Property Endorsement" not more than 10 days after the effective date of the insurance policy. Lessee agrees that, if Lessee does not keep such insurance in full force and effect, Lessor may take out insurance and pay the premiums thereon, and the repayment thereof shall be deemed to be additional rental and payable as such on the next day upon which rent becomes due hereunder.

District 7  
R/A 309 & 310

(16) It is agreed by and between the parties hereto that this tenancy is of a temporary nature and that no Relocation Payment or Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

NOTE: Paragraph 3 was altered and Paragraph 14 was deleted prior to execution of within Agreement.

RECOMMENDED FOR APPROVAL

By *Brian M. [unclear]*  
Rental Agent

APPROVED AND CONSENTED TO:

State of California  
Department of Public Works  
Division of Highways

By *Richard D. Cobb*  
RICHARD D. COBB  
Rental Property Manager

CONEJO RECREATION AND PARK DISTRICT  
*[Signature]*

ADDENDA PURSUANT TO CIVIL RIGHTS ACT OF 1964

1. The tenant, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier sub-contractors, and by first-tier sub-contractors in the selection and retention of second-tier sub-contractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the space of the right-of-way, and (4) that the tenant shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.
2. That in the event of breach of any of the above non-discrimination covenants, the State shall have the right to terminate the agreement and to re-enter and repossess said land and the facilities thereon, and to hold the same as if said agreement had never been made or issued.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
ACCOUNTING OFFICE

RENT BILL 11/01/75

BILLING DATE

11/01/75  
PAY THIS  
AMOUNT

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
ACCOUNTING OFFICE

120 S. SPRING ST.  
LOS ANGELES, CA. 90012

RENT BILL

RENTS ARE DUE ON THE 1ST OF EACH MONTH  
MAKE CHECKS PAYABLE TO: DEPARTMENT OF TRANSPORTATION

| PREVIOUS BALANCE | CHARGES | AMOUNT PAID | ADJUSTMENTS | TOTAL DUE |
|------------------|---------|-------------|-------------|-----------|
|                  | 100.00  |             |             | 100.00    |

  

| ACCOUNT NUMBER  | MO. | DAY | YEAR AREA | RENT AMOUNT | DEPOSIT AMOUNT |
|-----------------|-----|-----|-----------|-------------|----------------|
| 070036251001014 | 11  | 01  | 75        | 100.00      |                |

ENTER HERE THE  
AMOUNT OF THE  
PAYMENT ENCLOSED

CONEJO RECREATION/  
1600 MARVIEW DR.  
THOUSAND OAKS, CA 91360

NOTE: RECENT PAYMENTS MAY NOT BE REFLECTED ON THIS BILL

SEE PG. 1 OF RENTAL AGREEMENT  
FOR OFF NO. 36251 (U-2)

| PREVIOUS BALANCE | RATE CHARGES |
|------------------|--------------|
|                  | \$100.00     |

  

| *INTEREST CHARGE | *REJECTED CHECK CHG. | AMOUNT PAID |
|------------------|----------------------|-------------|
|                  |                      |             |

  

| ADJUSTMENTS | TOTAL DUE |
|-------------|-----------|
|             | \$100.00  |

COMPLETE AND RETURN THIS PORTION  
OF THIS BILL FOR YOUR RECORDS

CONEJO RECREATION/  
0036251-001-01 12L

| DATE PAID | CHECK NO. | AMOUNT PAID |
|-----------|-----------|-------------|
|           |           |             |

M E M O

Date: December 13, 1971  
TO: Board of Directors  
FROM: Assistant General Manager, Park Division  
SUBJECT: Lease of Excess Highway Land

The District has submitted a request to the State of California, Division of Highways within the past several months for the lease of 3.58 acres of excess highway land adjacent to Route 23 Freeway near Avenida de Los Arboles. Leasing of State lands is authorized under the Porter Bill; A.B. 455 which allows a fifty year lease, a copy of which is provided herewith for your review.

It was learned by the staff last week that it will take approximately three months more to process the lease application. This presents somewhat of a problem since the site was planned for Little League usage in 1973, but the Thousand Oaks Little League has received notice that the Auto Center site which they have used in the past will not be available to them in 1972. This presents an urgent need to find a replacement site immediately, since practice begins in February-March and field preparation will take some time.

With this in mind, the staff contacted the Property Management Section of the Highways Division to query the possibility of speeding up the process or some interim method to resolve the problem. The State has offered to rent the site to the District at the rate of \$100 per year until the lease is consummated, with the rental provisions the same as the lease provisions regarding structures, insurance, etc. When the lease is completed the prorated share of the rent for the balance of the year will apply to the lease, which is also at \$100 per year per site.

If the details as presented above are acceptable to the Board, the State has indicated that the rental can be completed immediately, which will satisfy the current needs of the Thousand Oaks Little League as far as providing a desirable site is concerned.

Recommendation

That the staff be authorized to proceed on the rental of the subject site as described above.

Respectfully submitted,

  
Gene Andai

GA:bgh

cc: Mel Wilson, T.O.L.L.

Enclosure

ASSEMBLY BILL NO. 455

CHAPTER 1054

An act to add Section 104.15 to the Streets and Highways Code, relating to lands acquired for State highway purposes.

(Approved by Governor August 28, 1969. Filed with Secretary of State August 29, 1969.)

The people of the State of California do enact as follows:

SECTION 1. Section 104.15 is added to the Streets and Highways Code, to read:

104.15. Whenever land has been acquired pursuant to Section 104.1, the department may, in its discretion, lease to a local agency for park purposes such portion of the remainder not to exceed 200 feet from the closest boundary of the state highway or public work or improvement when such use will protect such highway, public work or improvement and its environs, and will preserve its view, appearance, light, air and usefulness. Such lease shall be made in accordance with procedures, terms and conditions to be prescribed by the California Highway Commission. Such terms and conditions shall include all of the following:

(a) Provisions requiring the local agency to develop and maintain such portion of the remainder as a park.

(b) Provision that whenever such portion of the remainder is needed for state highway purposes, the lease shall terminate.

(c) Provision that whenever such portion of the remainder ceases to be used for park purposes, the lease shall terminate.

CRITERIA FOR IMPLEMENTATION OF SECTION 104.15  
OF THE STREETS AND HIGHWAYS CODE

A p p l i c a t i o n

1. The Department shall notify the local governmental jurisdiction of its intention to sell excess lands 60 days prior to advertising for sale.
2. The local agency shall have 60 days after receipt of written notice within which to inform the Division of Highways of its intention to apply for use of excess lands for park purposes pursuant to Section 104.15 of the Streets and Highways Code.
3. The Division of Highways will withhold the excess land from sale for a period of one year after application by the local agency if the California Highway Commission determines such use is appropriate.
4. Within one year of the application, the local agency shall be required to submit detailed plans of the proposed park for review and approval of the proposal by the California Highway Commission. The local agency shall also be required to submit proof of its financial ability to commence construction of the proposed park within two years after approval of plans, and to complete construction within three years after plan approval.
5. Whenever the excess parcel exceeds a depth of 200 feet from the closest boundary of the State highway or public work and the use of a portion of the land for park purposes, pursuant to Section 104.15 of the Streets and Highways Code, may have a detrimental effect on the market value or salability of the excess land lying beyond 200 feet from the highway or public work, the local agency will be required to purchase the affected property at its fair market value. Said fair market value shall be based on the value of the affected property as a part of the whole parcel for its highest and best use without consideration of the effects of the proposed park use. Excess land lying beyond 200 feet from the highway or public work will be sold without restriction on use and the contract will provide that the local agency will be entitled to just compensation for damages, if any, to these lands purchased at the request of the State if the lease on the land within 200 feet of the highway or public work is terminated for highway purposes.

6. Only those excess parcels shall be leased where the fair rental value, taking into consideration the terms and conditions of the lease, substantially equals the value of the enhancement and benefit to the State highway in preserving its view, appearance, light, air and usefulness. The rental value shall be determined by taking into consideration the present value of the construction and maintenance or landscaping costs undertaken by the Lessee within the State highway right of way which would otherwise be the obligation of the State.

T e r m s   a n d   C o n d i t i o n s

1. The lease shall provide that the property shall be used exclusively for park purposes. The term of the lease shall be for a period of 50 years subject to termination when:
  - (a) All or any portion of the property is required for State highway purposes;
  - (b) All or any portion ceases to be used for park purposes;
  - (c) In the opinion of the Director, the property is not maintained in such a manner as to protect and enhance the highway or public work and its environs.
2. The State shall provide 180 days' notice of termination when all or any portion of the property is required for highway purposes. The local agency will be required to remove all improvements within the proposed right of way at its sole cost and expense.
3. Upon termination of the lease for any reason, the State shall not be required to provide replacement lands or facilities or compensation in any manner for the part taken for highway use or the remainder of the leased area.
4. Building improvements shall be limited to those included in the approved plan. No additional improvements shall be allowed without prior consent of the Lessor. All building improvements shall conform to local building codes and ordinances. All signs shall be subject to prior approval by the Lessor.

5. The State shall not be liable for taxes or assessments of any nature whatsoever on the leased property.
6. The local agency will be required, at its sole cost and expense, to keep and maintain the property at all times in an orderly, clean, safe and sanitary condition. A high standard of cleanliness consistent with the location of the area as an adjunct of the California Highway System will be required.
7. No subletting of the property will be permitted without the prior written consent of the State.
8. The local agency shall be required to indemnify and save harmless the State of California and all officers and employees thereof from all claims, suits, or actions or every name, kind and description brought for or on account of injuries to or death of any person, or damage to property resulting from the existence, operation and maintenance of the property, and may be required to take out and keep in force public liability insurance and property damage insurance to protect the State of California, its officers and employees.
9. Local agency shall be responsible for any liability imposed by law and for injuries or death to any person or damage to property or damage to the State highway facilities resulting from the existence, operation and maintenance of the property.
10. A condemnation clause which provides that if all or any portion of the leased premises are required for highway or other transportation uses the lease may be terminated. The clause will specifically provide that the city waives all defense to any condemnation action except that it may claim compensation if the lease is terminated for other public transportation purposes. The clause will provide that the award will be segregated with the State to receive all consideration for land or any interest in land. The local agency's share of the award will be limited to the value of improvements on the land and severance damages in accordance with the laws of eminent domain.
11. Such other terms and conditions as deemed necessary and appropriate by the California Highway Commission.