

DEPARTMENT OF PUBLIC WORKS

## DIVISION OF HIGHWAYS

P.O. BOX 7791, RINCON ANNEX, SAN FRANCISCO 94119

March 30, 19704- SM-280 24.0  
~~DECK~~ LA 6000  
Acct: 8254

City of South San Francisco  
Recreation and Park Department  
City Hall  
South San Francisco, CA 94080

**Gentlemen:**

Attached is an executed copy of that certain lease between the State, as Lessor, and you, as Lessee, covering that certain property located at west end of Clay Avenue and Hickey Boulevard, East of Interstate Route 280, Daly City, California.

The lease is for a term of fifty (50) years commencing June 1, 1969 and ending May 31, 2019. The lease is subject to 180 days' notice of cancellation by either party.

On the date the property is vacated, the keys to the property should be forwarded to this office. You will be billed to the date of the postmark on the envelope bearing the keys. If there are no keys, a letter or post card should be mailed to this office the date the property is vacated. The date of the postmark on either will be the date through which you will be billed.

If, during the term of this lease, any question should arise, please feel free to contact this office.

Very truly yours,

ALAN S. HART  
District Engineer

By

MILES A. MAYNARD  
Right of Way Agent

Attach.

4RW704

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

INTERSTATE

INTRA-DIVISION CORRESPONDENCE

Date: March 5, 1970

TO: MR. J. A. LEGARRA  
Attn: Headquarters' R/W Office

04-SM-280 24.0  
~~XXXXXX~~ FLA 6000  
Acct: 8254  
Proj. 140322  
I-280-1(42)41  
Freeway Lease Area lease

FROM: Mr. MILES A. MAYNARD, Dist. 04, Property  
Management

Approval and execution of the attached Freeway Lease Area lease  
in septuple, on behalf of State is recommended.

Pertinent information is as follows:

1. City of South San Francisco  
Lessee ~~XXXXXX~~
2. Term: **Fifty (50) yrs** Begins: **June 1, 1969** Ends: **May 31, 2019**
3. Property Address: West end of Clay Avenue and Hickey Boulevard, East  
of Interstate Route 280, Daly City, California
4. Date Acquired: **FOC 8/16/67** Grantor: Suburban Realty
5. Price Paid: Total \$3,298,326.84  
Land \$ 3,298,326.84 Area 51+ ac/~~xxx~~  
Improvements \$ ----; Description Vacant land  
Damages \$ -----
6. Proposed Use: **Playground & park**
7. Proposed Rental: \$ 100.00/year Previous Rental: \$ None
8. Date of earlier agreement with same tenant: None
9. Excess Land Involved: Yes        No X Area        ac/sf
10. Cancellation: **See** ~~XXXXXX~~ Certification Date: Constructed  
**Clause (20)**
11. Property to be Leased: Land 33.250 ~~xxx~~/sf  
Improvements None
12. Non-standard provisions  
and/or other information:

See attached sheet.

Extended  
copy sent  
out 3/5/70.

APPROVED

MAR 24 1970

HQ. R/W OFFICE

BY [Signature]

4- -280 P.M.  
County and Route

Lease Area No. 6000 (used 30967)

Account No. 8254

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

SM - 280-3  
EAP ACCT 0030967-001-01

LEASE covering premises known as FREEWAY LEASE AREA 6000,  
in the City of DALY CITY, County of SAN MATEO.

THIS INDENTURE OF LEASE, made and entered into this \_\_\_\_\_  
day of April, 19 69, by and between the STATE  
OF CALIFORNIA, acting by and through its Department of Public Works,  
Division of Highways, hereinafter called the  
LESSOR, and the City of South San Francisco, a Municipal Corporation,  
acting by and through its Recreation and Park Department,  
City of South San Francisco, California 94080.  
hereinafter called the LESSEE.

W I T N E S S E T H

That the Lessor, for and in consideration of the covenants,  
conditions, agreements, and stipulations of the Lessee expressed,  
does hereby demise and lease unto the said Lessee, and the Lessee  
hereby hires from the Lessor, the ground surface and certain Air  
Rights of those certain premises situate in the City of Daly City,  
County of San Mateo, State of California, sometimes designated  
as "Freeway or Bridge Lease Area No. 6000", said leased area  
being shown on the map or plat attached hereto marked "Exhibit A", and

by this reference made a part hereof, and more particularly described as "CLAY AVENUE PARK" as follows:

COMMENCING at a point in the State Highway Right of Way line, which point lies approximately eleven (11) feet southwesterly of the intersection of said right of way line and the back line of the southerly sidewalk of Clay Avenue at its westerly terminus in the City of South San Francisco; thence proceeding N.  $30^{\circ} 51' 15''$  E. along the said right of way line 173.98 feet; thence leaving said right of way line N.  $60^{\circ} 08' 45''$  W., 52 feet; thence N.  $79^{\circ} 38' 45''$  W., 50 feet; thence N.  $57^{\circ} 08' 45''$  W., 87 feet; thence S.  $20^{\circ} 51' 15''$  W., 9 feet; thence S.  $2^{\circ} 08' 45''$  E., 138 feet; thence S.  $23^{\circ} 51' 15''$  W., 85 feet; thence S.  $1^{\circ} 21' 15''$  W., 16 feet; thence S.  $17^{\circ} 21' 15''$  W., 55 feet; thence S.  $47^{\circ} 25' 22''$  E., 12.85 feet; thence South  $70^{\circ} 38' 45''$  E., 55 feet to the State Highway Right of Way line having a bearing of N.  $36^{\circ} 51' 15''$  E.; thence along said right of way line N.  $36^{\circ} 51' 15''$  E., 110 feet to the point of beginning.

ALL BEING a portion of Freeway Lease Area No. 0000, containing 33,250 square feet.

ALL BEARINGS AND DISTANCES BEING APPROXIMATE.

SUBJECT to all easements, covenants, conditions and restrictions, recorded and unrecorded.

TO HAVE AND TO HOLD the leased premises together with the appurtenances, fixtures, rights, privileges, and easements thereunto belonging or appertaining unto the Lessee for the term of fifty (50) years, commencing on the 1st day of June, 1969, and ending on the 31st day of May, 2019, at a total rental of FIVE THOUSAND and no/100....Dollars, (\$5,000), payable in annual installments of \$100, in advance, in cash, to the Lessor, at the office of the State of California, Division of Highways, 150 Oak Street, San Francisco, California, or mailed to P. O. Box 3366 Rincon Annex, San Francisco, California 94119, starting on the 1st day of June, 1969, and on or before the first day of each and every June thereafter.

The parties hereto covenant and agree as follows:

(1) The leased premises shall be used during the tenancy hereof exclusively for the purpose of constructing and operating a park and playground area to be known as "Clay Avenue Park".

(2) The Lessee shall not install facilities for, nor operate on the premises, a gasoline supply station; nor shall vehicles used or designed for the transportation of gasoline or petroleum products be permitted on the premises; nor shall bulk storage of gasoline or petroleum products be permitted on the premises.

(3) No improvements shall be placed on, on or upon the leased premises other than those shown on drawing dated January 7, 1969, entitled, "WINSTON MANOR PARK END OF CLAY AVENUE", without the consent and approval of the Lessor having been obtained in writing under penalty of forfeiture of this lease and the payment of damages by Lessee. The design and placement of all equipment, play apparatus, paving, planter boxes, seating, trees, sidewalks, fencing, gates, drainage facilities, and screen planting, as well

as any contour grading, and will be at the written consent and approval of the Division of Highways, and subject to obtaining an Encroachment Permit from the Division of Highways' District Permits Engineer.

(4) No storage of materials deemed by the Lessor to be a potential fire or other hazard to the highway will be permitted, and the operation and maintenance of the space will be subject to regulation by the Lessor to protect against fire or other hazard impairing the use, safety, and appearance of the highway. The occupancy and use of the area shall not be such as will permit hazardous or unreasonable objectionable smoke, fumes, vapors, or odors, to rise above the grade line of the highway, nor shall any activities be allowed within the leased area which may be hazardous to users of the highway facility.

Lessee agrees to place an appropriate sign at each public vehicular entrance to the premises prohibiting vehicles which carry explosive or highly flammable materials. Lessor shall furnish suitable signs to the Lessee and it shall be the Lessee's duty to affix and maintain said signs during tenancy.

(5) Lessee agrees: (a) To pay all taxes and assessments that may be legally assessed, including any taxes or assessments on Lessee's possessory interest, or on any improvements or equipment placed by Lessee on said premises during the continuance of the tenancy hereby created, and recognized that such tax payment shall not reduce any rent due the Lessor hereunder and any such tax shall be the liability of and be paid by the Lessee; (b) To pay all charges for water furnished to the hereindescribed premises through a meter to be contracted for by Lessee, if any; and (c) To pay all charges for electricity furnished or supplied to or upon any part of the leased premises, if any; and that said electricity shall enter said leased premises through a meter to be contracted for by the Lessee.

(6) The Lessee is permitted to erect such directional or operational signs as may be required. All signs shall be subject to the approval of the Lessor. All signs shall be designed so as to blend harmoniously with the area as developed.

(7) No vending of any kind or character shall be conducted, permitted, or allowed upon the leased premises.

(8) The Lessee shall, at his sole expense, keep and maintain the leased premises and the area outside thereof lying between the boundaries of the premises and the adjacent street curbs, free of all grass, weeds, debris and inflammable materials of every description, and 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 State of California Highway System, will be required.

(9) The Lessee shall secure all necessary permits required in connection with the operations on the leased premises and shall comply with all Federal, State and local statutes, ordinances, or regulations which may affect in any respect Lessee's use of the leased premises.

(10) The Lessee, at Lessee's own cost and expense shall maintain said premises, including, but not limited to maintenance and repair of all driveways and fences heretofore, or hereafter installed, that are damaged either from within or without the leased premises during the term of this lease by the Lessee, his employees or agents, or third parties, provided that the Lessee may, at his expense, install and maintain such additional entrances as may be required by his use of said premises, subject to the approval as to the location thereof by the Lessor; and provided, further, that the Lessee at his sole expense shall construct and maintain sidewalks and driveways at all locations where such additional entrances

are installed. The Lessee shall take all steps necessary to effectively protect the fences. The Lessee shall be liable to and shall reimburse the Lessor for any damage to said fences and other freeway appurtenances in any way resulting from or attributable to the use and occupancy of said premises by the Lessee, or any person entering upon the same with the consent of the Lessee, expressed or implied. Proposed plans for driveways, fence openings, wheel rails, surfacing and lighting shall be filed with and approved by the Lessor prior to the commencement of any work hereunder by the Lessee.

(11) 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 whatsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the said leased premises, or the sidewalks adjacent thereto during the 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.



(12) 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, as a named primary beneficiary, 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 \$1,000,000, to indemnify against the claim of one 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 the State of California, its officers, agents, and employees, as a named primary beneficiary, 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 \$1,000,000.

Said policies shall inure to the contingent liabilities, if any, of the 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 to Lessor a certified copy of each and every such policy within not more than ten (10) days after the effective date of the 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.

Prior to occupying the leased premises the Lessee, as a condition of the lease, must furnish certificates of insurance. Said certificates in blank will be furnished to Lessee by Lessor upon request.

It is understood that the Lessor specifically reserves the right to increase the amount of public liability or property damage insurance required under this lease. Upon thirty (30) days written notice of a change in insurance requirements, Lessee must furnish additional certificates of insurance proving that it has complied with the new policy limits adopted by the Lessor.

(13) The Lessee shall not assign this lease in any event and shall not sublet the leased premises except with the prior written approval of Lessor.

No holding over by Lessee shall operate to renew this lease without the written consent of the Lessor endorsed thereon.

Should the Lessee hold over after the expiration of the term of this lease, with the consent of the Lessor, expressed or implied, said tenancy shall be deemed to be a tenancy only from month-to-month subject otherwise to all of the terms and conditions of this lease so far as applicable.

(14) The Lessor specifically reserves the right of entry by any authorized officer, engineer, employee, contractor, or agent of the Lessor for the purpose of inspecting said premises, or the doing of any and all acts necessary or proper on said premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that the Lessor reserves the future right at its discretion to immediate entry upon the leased premises and to take immediate possession of the same only in case of national or other emergency, or for the purpose of preventing sabotage,

and for the protection of said freeway structures, in which event the term of this lease shall be extended for a period equal to the emergency occupancy by the Lessor and during said period Lessee shall be relieved from the performance of all conditions of covenants specified herein.

(15) This lease shall not be recorded.

(16) The Lessor hereby covenants and agrees with the Lessee that the Lessee, keeping and performing the covenants and agreements herein contained on the part of the Lessee to be kept and performed, shall at all times during the said tenancy peaceably and quietly have, hold and enjoy the leased premises without suit, trouble or hindrance from the Lessor; provided, however, and it is further agreed, that if any rent shall be due and unpaid after the same shall become payable as aforesaid; or if the Lessee shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by said Lessee; or if a petition in bankruptcy be filed by or against Lessee; or if Lessee becomes insolvent; or if any proceeding be filed to subject this lease or the interest of Lessee herein to garnishment or sale under execution; or if Lessee makes an assignment for the benefit of creditors; or if Lessee discontinues business in the leased premises for more than a continuous 60-day

period; or if Lessee attempts to sell or assign this lease without the written consent of Lessor; said act or acts of omission or commission may at the option of the Lessor constitute a forfeiture of all rights under the voiding of and the ending of the term of this lease, and the further occupancy of said leased premises after such forfeiture by said Lessee shall be deemed held and taken as a forcible detainer thereof by said Lessee; and said Lessor may without notice re-enter and take possession thereof with or without force, and with or without legal process, evict and dispossess said Lessee from said above leased premises; and if any suit be brought by the Lessor against the Lessee to recover any rent, or for the breach of any condition or covenant herein contained by said Lessee, or any summary action be brought by said Lessor for forfeiture of this lease, or to recover possession of said leased premises, said Lessee agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount not exceeding five hundred dollars (\$500.00) which shall be ascertained and fixed by the Court.

(17) In the event of the termination of the within lease by the expiration thereof, or for any other reason, the Lessee will peaceably and quietly leave, surrender and yield up to the Lessor all and singular the leased premises with said appurtenances

and fixtures in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, public calamity, by the elements, or by Act of God, excepted. Any signs or other appurtenances placed on said premises pursuant to any provision hereof are the personal property of Lessee and shall be removed by Lessee upon the termination of the lease and said premises shall be restored to their previous condition with the exception of surfacing, curbs, wheel rails, column guards, landscaping, drainage facilities, fencing and gates, all at the expense of the Lessee provided that if any such signs or other appurtenances are not so removed after thirty (30) days' written notice from the Lessor to said Lessee, the Lessor may proceed to remove the same and to restore the premises, and the Lessee shall pay the Lessor upon demand the reasonable cost and expense to it of such removal and restoration, or the Lessor may, in its absolute discretion, elect to declare the same the property of the State, whereupon all rights, title and interest of the Lessee therein shall forthwith terminate.

(18) TIME is the essence of each and all of the terms and provisions of this lease.

(19) Notwithstanding anything herein contained to the contrary, this lease may be terminated and the provisions of this lease may be altered, changed, or amended by mutual consent of the parties hereto.

(20) Notwithstanding anything herein contained to the contrary this lease may be terminated at any time by the Lessee upon six (6) months' prior notice in writing. However, the Lessee, upon notice from the Lessor and in accordance with Clause (14) hereinabove, will immediately vacate the entire area or any portion thereof as may be required by said Clause (14). Further, should it become necessary to utilize the lease premises for purposes of expansion or reconstruction of the existing freeway structure, which expansion or reconstruction shall cause the acquisition of the lease premises, Lessor shall give Lessee six (6) months prior notice in writing.

In the event of cancellation by the Lessor, said notice shall be served upon the Lessee at his address as shown on Page (1) of this lease. In the event of cancellation by Lessee, said notice shall be served upon the Lessor, care of the Division of Highways, Fox Plaza, San Francisco, California, or mailed to P.O. Box 7791, Rincon Annex, San Francisco, California 94119.

(21) Notwithstanding anything herein contained to the contrary, it is understood and agreed by and between the parties hereto that the Lessee shall submit detailed plans covering all improvements to be placed on the leased premises as set forth in Clause (3) herein. Further, a detailed list of all plants shall be submitted for approval prior to installation. All construction of paving, fencing and drainage facilities shall be in accordance with standard specifications issued by State of California, Highway Transportation Agency, Department of Public Works, Division of Highways, dated July 1964. All reinforced concrete pipes should be Class III 1340 D and all corrugated metal pipes should be 16 gauge bituminous coated. All drop inlets that drain Air Blown Mortar "V" ditches shall have appropriate side openings.

(22) The terms and provisions of this lease shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, or to any approved successor or assignee of the Lessee, as well as to any assignee or legal successor of Lessor.

(23) It is further understood and agreed that Lessee is hereby authorized to enter upon the area outlined in green, which lies outside of the leased premises, for purposes of performing necessary slope and drainage work. Permission granted hereunder will terminate upon completion of said slope and drainage work.

The existing double swing gates at the end of Clay Avenue shall remain in place and locked until such time as the new 6' cyclone fence is constructed around the perimeter of the leased area at which time they shall be reinstalled at the location shown on the composite plan referred to in Clause (3) above.

(24) It is further understood and agreed that Lessee shall provide for adequate police protection and patrol at all times including night hours. The purpose of said patrol should be to see that there is no all-night parking of motor vehicles as well as no loitering on or about the premises.



(25) The lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" 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 subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors (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 lessee, 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. In the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate this lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

IN WITNESS WHEREOF, this indenture has been executed in triplicate by the parties hereto as of the date herein first above written, acting by and through its proper officers and officials, they having been first thereunto duly authorized by resolution regularly introduced and adopted, a copy of which is attached.

CITY OF SOUTH SAN FRANCISCO,  
a Municipal Corporation and  
political subdivision of the  
State of California.

By

*Frank J. D'Amico*  
(Lessee) Mayor

ATTEST

*Arthur A. Redondi*  
City Clerk

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

By

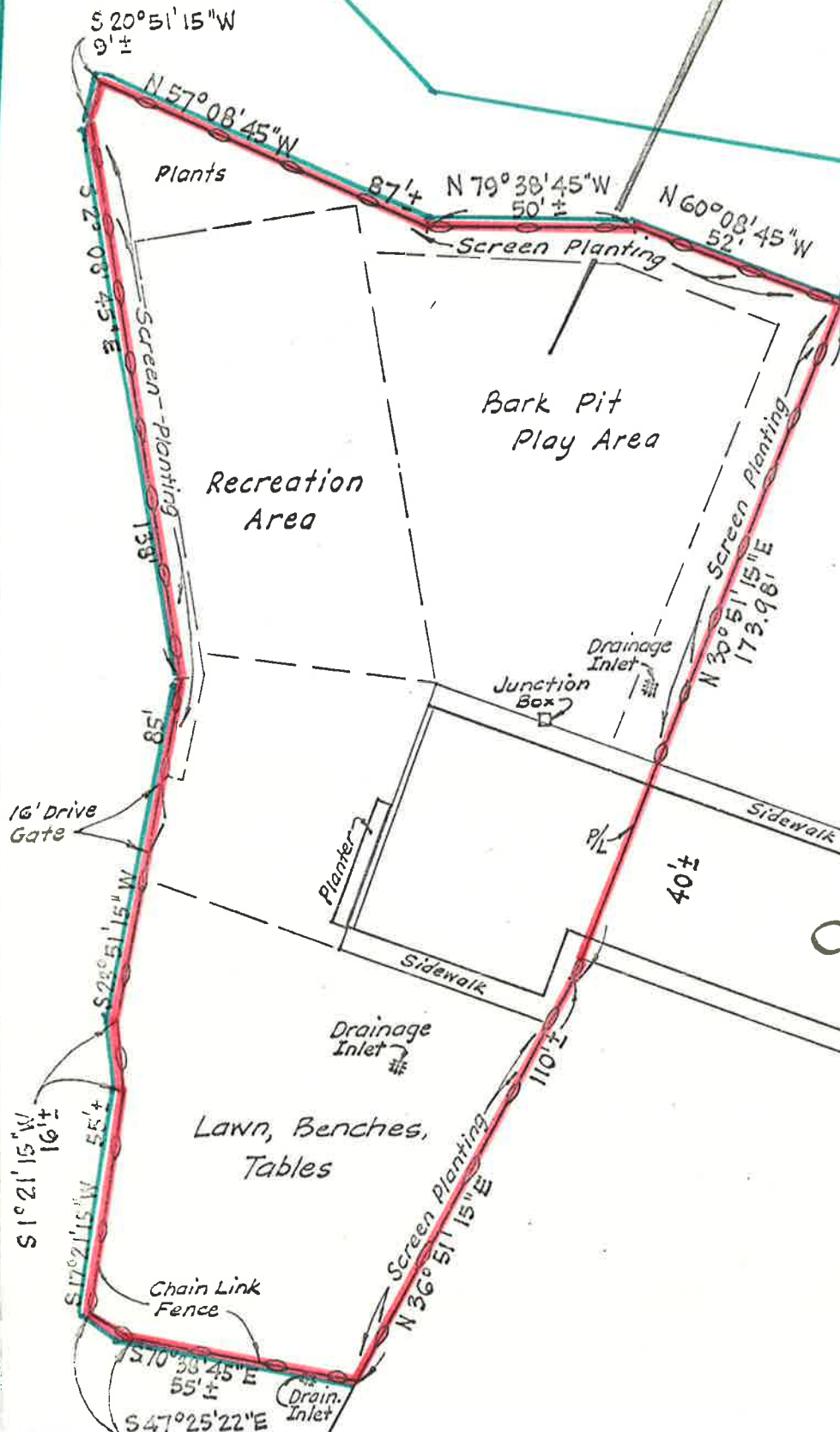
*Sam Heller*  
(Lessor)

Deputy State Highway Engineer

# FREEWAY LEASE AREA NO. 6000

33,250 $\pm$

N



— Const. Area  
— Leased Area

STATE OF CALIFORNIA  
HIGHWAY TRANSPORTATION AGENCY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS  
DISTRICT IV

LEASE AREA  
No. 6000

DRAWN BY	J. C.	DATE	6-69
CHECKED BY		SCALE	1" = 30'
CO.	RT.	PR.	DR. NO.
SM	280	24	31