

STAFF REPORT



ITEM NO. 8
CITY OF OCEANSIDE

DATE: February 13, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Economic & Community Development Department/ Property Management Division

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROPERTY LEASE AGREEMENT WITH CASA DE AMPARO TO MODIFY THE PROPERTY LINE TO ALLOW AN ACCESS ROAD AT IVEY RANCH PARK**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 to the property lease agreement with Casa de Amparo modifying the property line fifteen feet east on the premises, to allow an access road for a phase two addition to the existing family support and child development center; and authorize the City Manager to execute the amendment.

BACKGROUND

Casa de Amparo is currently providing a family support and child development facility at Ivey Ranch Park in the City of Oceanside. On March 17, 2004, Casa de Amparo signed a thirty-five-year lease to construct and operate a child development facility, with a renewal option for an additional twenty-five-year term. Casa de Amparo is desirous of developing a phase two addition on the north end of the property.

ANALYSIS

Access to the north end of the property is currently not available and an access road will be necessary. Currently there is no space on the property for an access road to reach the north end of the property. Relocating the property line fifteen feet east will allow an access road to the north end of the property, and allow expansion to the current facilities. The proposed amendment to modify the premises will not alter the term of the current lease. The property being modified and added to the existing property has no current use and will help Casa de Amparo consolidate its facilities and services to the community into a centralized location. The proposed addition to the facility to be developed, constructed and operated by Casa de Amparo creates an opportunity for valuable community programs, services and activities that the City would otherwise not be able to provide from the property.

FISCAL IMPACT

This amendment will not alter the current rent. The programs, services and activities to be provided by Casa de Amparo constitute the consideration to be paid by Casa de Amparo for the use of the property. Nonetheless, the terms of the lease agreement require Casa de Amparo to share in the maintenance costs of a portion of Ivey Ranch Park and those areas used in common with the other users of Ivey Ranch Park.

INSURANCE REQUIREMENTS

Casa de Amparo will be required to maintain the City's standard insurance requirement over the term of the lease.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

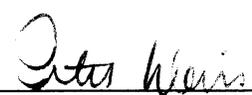
RECOMMENDATION

Staff recommends that the City Council approve Amendment 1 to the property lease agreement with Casa de Amparo modifying the property line fifteen feet east on the premises, to allow an access road for a phase two addition to the existing family support and child development center; and authorize the City Manager to execute the amendment.

PREPARED BY:

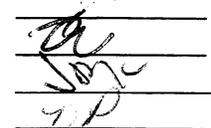

Curtis M. Jackson
Property Agent

SUBMITTED BY:


Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Douglas E. Eddow, Real Property Manager
Jane McVey, Economic & Community Development Director
Margery Pierce, Neighborhood Services Director



**AMENDMENT NO. 1 TO PROPERTY LEASE AGREEMENT BETWEEN
THE CITY OF OCEANSIDE AND CASA DE AMPARO**

This Amendment to Property Lease Agreement, ("Amendment") is made this ____ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "City", and CASA DE AMPARO, hereinafter called "Permittee".

R E C I T A L S

WHEREAS, City and Permittee are the parties to that certain Property Lease Agreement, dated March 17, 2004, ("the Agreement"), wherein City, as landlord, permits Permittee to use and occupy that certain real property consisting of approximately 1 ½ acres, which is located within Ivey Ranch Park, (the "Premises");

WHEREAS, Permittee plans to make certain capital improvements to the Premises for the expansion and operation of the daycare facility and has requested that the City approve the modification to the easterly boundary line of the Premises to provide Permittee with a better opportunity to develop said improvements;

WHEREAS, City and Permittee mutually desire to amend and modify certain terms and conditions of the Agreement as more particularly set forth in this Amendment.

NOW, THEREFORE in consideration of which and other valuable considerations set forth herein the parties hereto do mutually agree that the Property Lease Agreement be modified as follows:

A G R E E M E N T

1. Exhibit "B" of the Agreement shall be and hereby is amended and modified in its entirety by replacing it with a modified Exhibit "B" dated November 4, 2007 and Exhibit Plat "B", dated November 19, 2007, attached to this Amendment.

2. Unless otherwise defined, or the context otherwise indicates, the terms as used herein have the meaning defined in the Agreement.

3. The provisions of this Amendment shall control over any inconsistent provisions of the Agreement.

4. All provisions in the Agreement that are not addressed and amended in this Amendment shall remain in full force and effect, and are hereby ratified and reaffirmed.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
*[Signatures on Next Page]***

5. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority enter into and to execute this Amendment on behalf of the respective entities of the City and Permittee.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Property Lease Agreement as of the day and year first written hereinabove.

"City"
City of Oceanside

"Permittee"
Casa de Amparo

By: _____
City Manager

By: Sharon Delphenich
Name: SHARON DELPHENICH
Title: Executive Director
Date: 1-24-08

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: *Michelle Anniston, B.S.T.*
City Attorney

By: Melissa Hoffmann
Name: Melissa Hoffmann
Title: Chairperson
Date: 1-24-08

**PERMITTEE'S SIGNATURES MUST BE NOTARIZED
(Notary, Use California All-Purpose Acknowledgement Form)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 1-24-08 before me, -Debbie Ann Slattery, a Notary
Date Here Insert Name and Title of the Officer

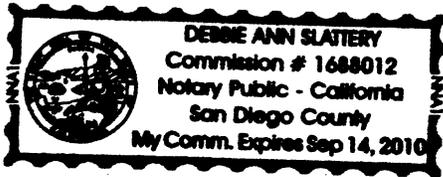
personally appeared - Sharon Delphenich & Melissa Hoffmann -
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

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.

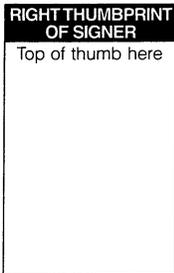
Description of Attached Document

Title or Type of Document: Property Lease agreement
 Document Date: 1-24-08 Number of Pages: 2

Signer(s) Other Than Named Above: _____

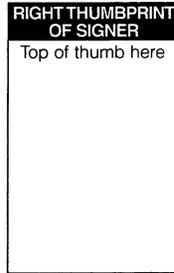
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

EXHIBIT "B"
IVEY RANCH PARK

VESTEE: THE CITY OF OCEANSIDE

APNS: 158-067-03, 158-080-07 & 158-591-04

THAT PORTION OF LOT 8 OF MISSION DEL ORO EAST, ACCORDING TO MAP THEREOF NO. 12805, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 15, 1991 AS FILE NO. 1991-168736, TOGETHER WITH THAT PORTION OF LOT 43, TRACT 4, IN BOOK 1, PAGE 18 OF PATENTS, TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, ALL IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MISSION AVENUE AND RANCHO DEL ORO DRIVE AS SHOWN ON SHEET FOUR OF EIGHT OF SAID MAP 12805;

THENCE ALONG SAID CENTERLINE OF RANCHO DEL ORO DRIVE SOUTH 22°23'38" EAST, 228.80 FEET TO (RECORD SOUTH 22°24'25" EAST, 228.76 FEET);

THENCE LEAVING SAID CENTERLINE NORTH 44°18'02" EAST, 134.87 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 73°52'49" EAST 174.55 FEET;

THENCE SOUTH 25°14'00" EAST 383.39 FEET;

THENCE SOUTH 79°02'04" WEST 185.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 24.50 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°50'19" AN ARC LENGTH OF 32.86 FEET;

THENCE TANGENT TO SAID CURVE NORTH 24°07'37" WEST 263.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 149.50 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°15'04" AN ARC LENGTH OF 55.45 FEET;

THENCE TANGENT TO SAID CURVE NORTH 02°52'33" WEST 25.23 FEET TO THE **TRUE POINT OF BEGINNING.**

MORE PARTICULARLY SHOWN ON EXHIBIT PLAT "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1.66 ACRES MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE 
LICENSED LAND SURVEYOR
DATE November 4, 2007

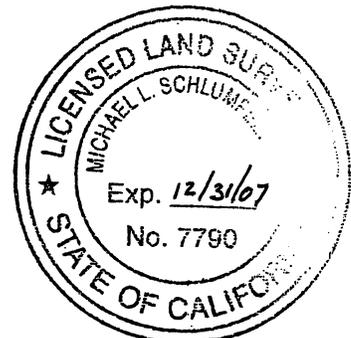


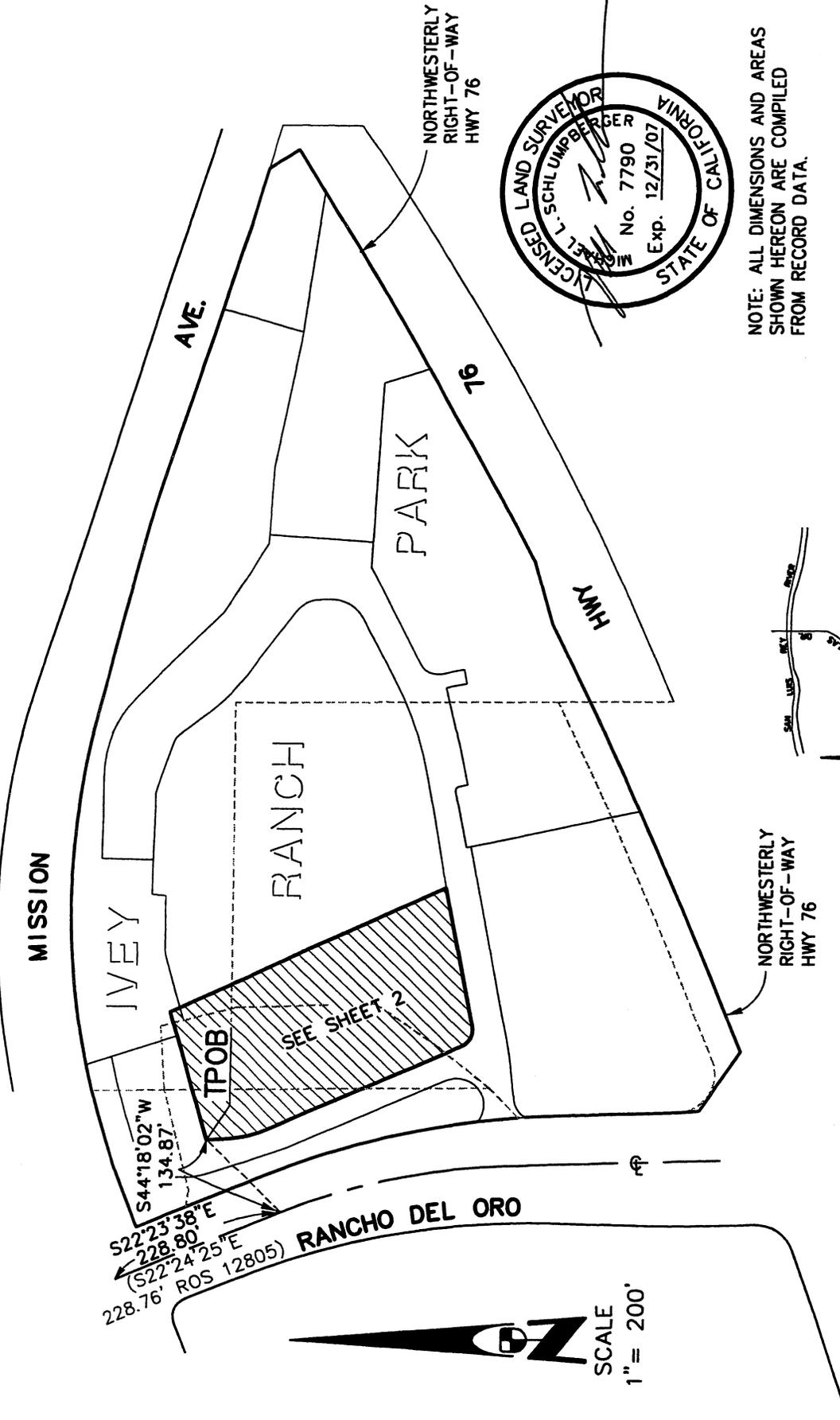
EXHIBIT "B"

IVEY RANCH PARK

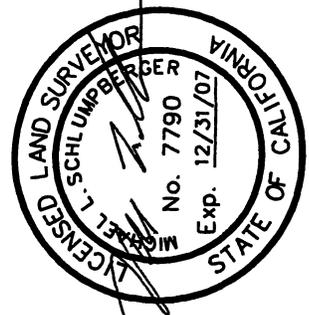
CONTINUED:

IT IS EXPRESSLY UNDERSTOOD THAT PROPERTY SET FORTH ON THIS EXHIBIT "B" MAY INCLUDE CERTAIN MONUMENT TREES PLANTED BY THE IVEY RANCH PARK ASSOCIATION ("IRPA") AND A BRIDAL TRAIL USED BY IRPA, WHICH ARE THE SOLE MAINTENANCE RESPONSIBILITY OF IRPA. SHOULD THE CITY CONTINUE TO ALLOW IRPA TO USE THE PROPERTY FOR SAID USES, IT IS FURTHER AGREED TO BY LESSEE THAT LESSEE'S USE AND MAINTENANCE OF THE PROPERTY AS SET FORTH IN THIS EXHIBIT "B" WILL NOT DISTURB SAID MONUMENT TREES AND BRIDAL TRAIL AND THAT LESSEE AND IRPA WILL COOPERATE WITH RESPECT TO THE MAINTENANCE OF SAID MONUMENT TREES AND BRIDAL TRAIL BY IRPA.

EXHIBIT PLAT "B"

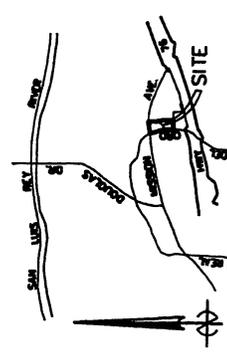


$S22^{\circ}23'38''E$
 $228.80'$
 $(S22^{\circ}24'25''E$
 $228.76'$ ROS 12805)



NOTE: ALL DIMENSIONS AND AREAS SHOWN HEREON ARE COMPILED FROM RECORD DATA.

 DENOTES CASA DE AMPARO LEASE 1.66 ACRES MORE OR LESS



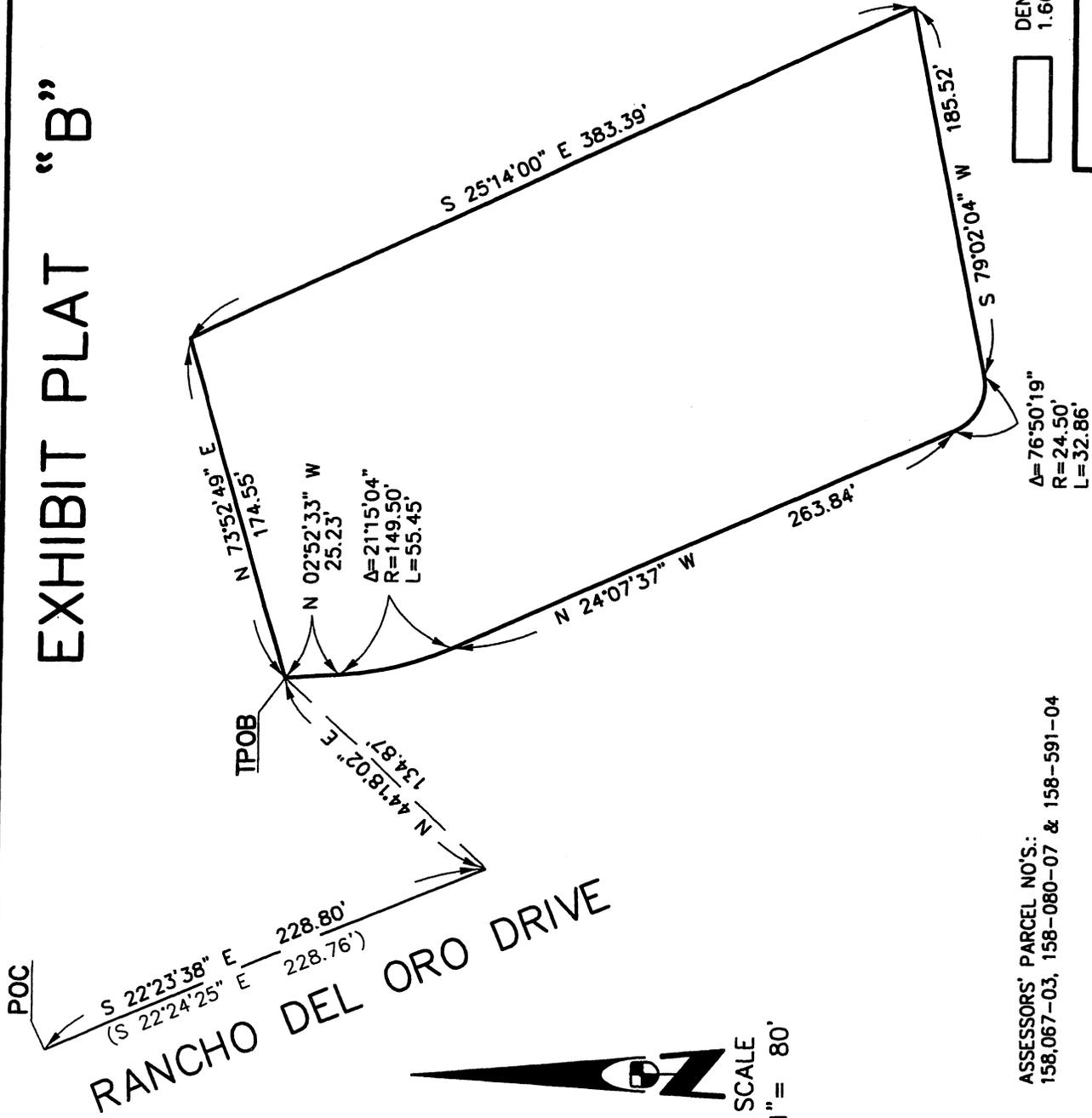
VICINITY MAP
NO SCALE

ASSESSORS' PARCEL NO.'S:
 158,067-03, 158-080-07 & 158-591-04

Right-Of-Way Engineering Services, Inc.
 Land Surveying
 4167 Avenida de la Plata Ste. 114 • Oceanside, CA 92056
 (619) 732-1366 FAX (619) 732-1367
 Drawing file name: Casa De Amparo Lease.dwg

CITY OF OCEANSIDE	
VESTING: CITY OF OCEANSIDE	
DATE: NOVEMBER 19, 2007	SHEET 1 OF 2

EXHIBIT PLAT "B"



SCALE
1" = 80'

 DENOTES CASA DE AMPARO LEASE
1.66 ACRES MORE OR LESS

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 158,067-03, 158-080-07 & 158-591-04

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CITY OF OCEANSIDE	
VESTING: CITY OF OCEANSIDE	
DATE: NOVEMBER 19, 2007	SHEET 2 OF 2