

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: August 31, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **PARKING LOT LEASE AGREEMENT WITH THE MISSION SAN LUIS REY FOR HERITAGE VILLAGE VISITORS**

**SYNOPSIS**

Staff recommends that the City Council approve a two-year Lease Agreement between the City of Oceanside and the Mission San Luis Rey for parking on Mission San Luis Rey property for Heritage Village Park guests and authorize the City Manager to execute the agreement.

**BACKGROUND**

On December 8, 1982, the City of Oceanside ("City") entered into a lease agreement with the Mission San Luis Rey for use of Mission-owned land as a parking lot to serve the Heritage Village Park. The lease agreement was for a period of two (2) years, ending on December 7, 1987, and extended for two (2) years expiring on December 8, 1989. The lease agreement was again extended on February 8, 1989, and further extended on February 22, 1999, for ten (10) years expiring on February 28, 2009. Since that time there has not been an agreement.

**ANALYSIS**

In response to a need to provide adequate parking for visitors of the Heritage Village Park, the City is proposing to enter into a new Lease Agreement ("Agreement") to lease a portion of the Mission property. The proposed Agreement provides for the use of the parking lot lying southerly of the Village and easterly of Peyri Rd. (See attached map)

The term of the Agreement will be for two years with an annual option to renew for additional one year periods. A rental rate of One Dollar (\$1.00) annually will be payable upon execution of the Agreement and subsequent renewals.

Maintenance of the lot will be the City's responsibility, and the City will hold the Mission harmless from any and all liabilities. The Mission retains the right to use the parking lot as overflow parking for their activities. The City or its authorized representatives will assume responsibility for unlocking and locking gate and trash and debris collection on days of use by Heritage Park Village visitors.

**FISCAL IMPACT**

The annual rent of One Dollar (\$1.00), along with the annual maintenance expenditures in the amount of \$2,000, will be paid out of the 935948101.5335 operations budget.

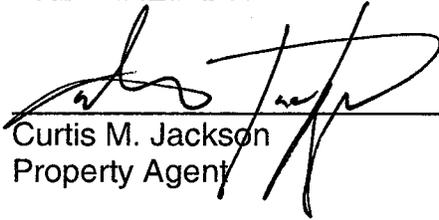
**CITY ATTORNEY ANALYSIS**

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

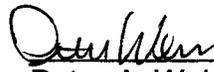
**RECOMMENDATION**

Staff recommends that the City Council approve a two-year Lease Agreement between the City of Oceanside and the Mission San Luis Rey for parking on Mission San Luis Rey property for Heritage Village Park guests and authorize the City Manager to execute the agreement.

PREPARED BY:

  
Curtis M. Jackson  
Property Agent

SUBMITTED BY:

  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

  
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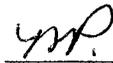
Teri Ferro, Financial Services Director

  
\_\_\_\_\_

Douglas Eddow, Real Estate Manager

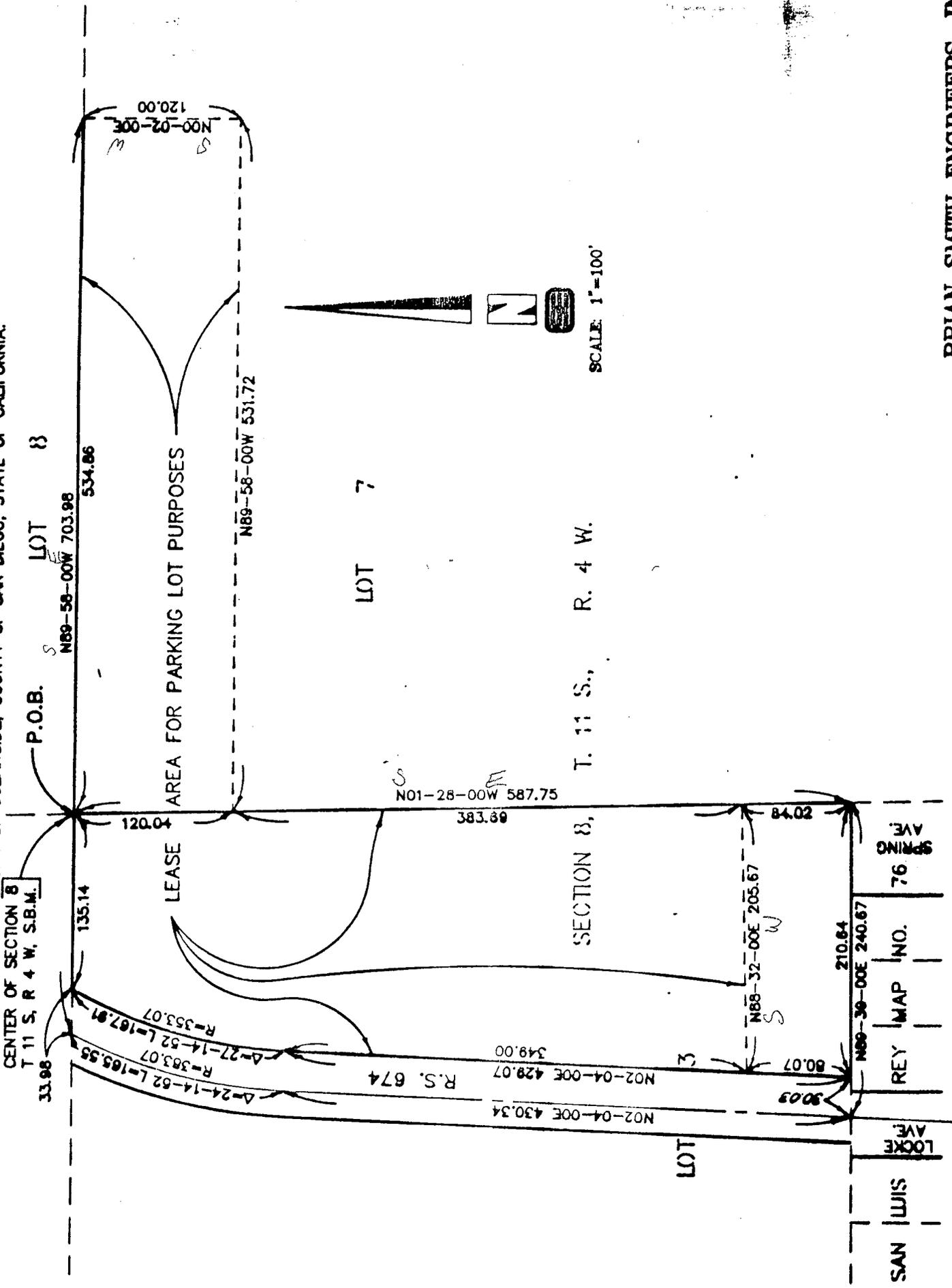
  
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Margery Pierce, Neighborhood Services Director

  
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# LATITUDE LEASE AREA FOR PARKING LOT PURPOSES

IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.



BRIAN SMITH ENGINEERS, INC.

11/6/20



LEASE  
(MISSION SAN LUIS REY PARKING LOT)

This Lease, made and entered into this 26<sup>th</sup> day of May, 2011, between the City of Oceanside, a municipal corporation, (hereinafter the "City"), and the Old Mission San Luis Rey, Inc., a California corporation, (hereinafter the "Lessor").

WITNESSETH

WHEREAS, Lessor is the owner of the real property described in Exhibit "A" and as shown on a sketch thereof marked Exhibit "B", attached hereto respectively, and by reference incorporated herein; and

WHEREAS, Lessor and City desire to enter into a Lease for City's use and occupation of certain real property owned by Lessor as an automobile parking lot for the public's use while attending events conducted at City's facility commonly known as Heritage Park; located east of Peyri Drive on the Mission San Luis Rey grounds.

NOW, THEREFORE, it is hereby covenanted and agreed by and between the parties hereto, their heirs, successors and assignees as follows:

- 1.0 TERM AND OPTIONS. That in consideration of the terms and conditions and covenants herein contained, Lessor does hereby agree to lease to City and City does hereby lease from Lessor, the hereinabove described real property for a period of two (2) years commencing on the 26 day of May, 2011 and ending on the 26 day of May, 2013. City shall have the option to renew this lease with the same terms and conditions as herein set forth on an annual basis. City shall exercise said option by giving written notice thereof to Lessor at least ninety (90) days prior to the end of the term of this lease.
- 2.0 RENTAL. City agrees to pay as rental for said premises the amount of one dollar (\$1.00) per year payable upon commencement of the lease term.
- 3.0 USE OF PREMISES. Said premises shall be utilized as a parking lot only for automobiles of persons using the facilities of Heritage Park. City or its authorized representatives will assume responsibility for unlocking and locking gate and trash and debris collection on days of use by Heritage Park visitors.
- 4.0 LESSOR'S RIGHT TO USE PREMISES. Lessor retains the right to use said premises for overflow parking as necessitated by its normal activities including its annual Fiesta, the Native American Pow Wow, the Heritage Ball and Dia de Los Muertos. Lessor should be consulted with prior to the scheduling of the parking lot on an annual basis.
- 5.0 IMPROVEMENTS. City shall be allowed to grade, pave and stripe premises as needed in order to use the leased premises for the purpose for which this lease

is made. Lessor reserves the right to review and approve all plans for such improvements. Such approval shall not be unreasonably withheld.

6.0 MAINTENANCE. The City or its agents will maintain the parking lot, including but not limited to the monthly sweeping of the lot, the cutting of grass, pruning and replanting of shrubbery and plants.

7.0 OWNER TO BE HELD HARMLESS. City agrees to indemnify, defend and hold harmless Lessor, and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs, including all costs of defense thereof, caused by City's use or occupancy of the leased premises, except to the extent such claims demands or actions arise from the negligent acts or omissions of Lessor, its agents, employees, or invitees.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized officers or representatives and have affixed their signatures hereto and date thereof, at Oceanside, California.

Lessor  
Old Mission San Luis Rey, Inc.

City  
City of Oceanside

By: Fu. David Goard  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Date: 5/26/11

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

Date: \_\_\_\_\_

By: Patricia Lane City, ASST.  
City Attorney

**NOTARY ACKNOWLEDGMENT OF LESSOR'S SIGNATURE(S) MUST BE ATTACHED**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 26 May 2011 before me, Roan J. Layug, public notary  
(Here insert name and title of the officer)

personally appeared David Gaa

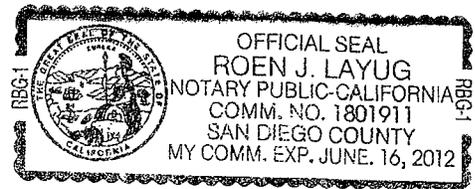
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Roan J. Layug  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Lease: Mission San Luis  
(Title or description of attached document)  
Rey Parking lot  
(Title or description of attached document continued)  
 Number of Pages 2 Document Date 5-26-11  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

