

7/20/82

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

COUNTY OF ORANGE
GENERAL SERVICES AGENCY
REAL ESTATE DIVISION
P. O. BOX 4106
SANTA ANA, CALIFORNIA 92702

39024

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-2 25 P.M. AUG 29 '80

EXEMPT
C12

LEE A. BRANCH, County Recorder

GA 614-5
San Juan Capistrano Library

13
2

LEASE

THIS IS A LEASE, made this 27th day of June, 1980, by and between the CITY OF SAN JUAN CAPISTRANO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, hereinafter referred to as "COUNTY", without regard to number and gender.

1. DEMISED PREMISES (A2.1 S)

CITY leases to COUNTY that certain property hereinafter referred to as "Demised Premises", described in "Exhibit A" and shown on "Exhibit B", which exhibits are attached hereto and by reference made a part hereof.

2. USE (N)

The Demised Premises shall be used for public library and related purposes, except as otherwise first approved in writing by CITY.

3. CONDITION OF TITLE (N)

CITY covenants the COUNTY'S leasehold estate in the Demised Premises is free and clear of all liens, encumbrances, assessments, easements, leases (recorded or unrecorded), and taxes, except:

A. A Ground Lease dated November 5, 1979 between the Capistrano Unified School District and the City of San Juan Capistrano wherein said District leased the herein described land to the City of San Juan Capistrano for a public library and related purposes.

B. Title Exceptions 1, 2, 3, 4, 5, 7, 8, and 9 as disclosed on First American Title Insurance Company's Litigation Guarantee Number OR-1292386, dated April 10, 1980.

4. TERM (A5.1 N)

The term of this Lease shall be for a period of 50 years, commencing on the date upon which construction of the public library upon the Demised Premises is commenced. Should

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1 the commencement date occur on a day other than the first day of a calendar month, the
 2 lease term shall continue for a period of 50 years from the first day of the next full
 3 calendar month following the commencement date. If CITY fails to commence construction
 4 of the public library within two years from the date of execution of this Lease by
 5 COUNTY, COUNTY shall have the option to terminate this lease by giving CITY written
 6 notice.

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 10 5. CONSIDERATION (N)

11 COUNTY'S use of the Demised Premises throughout the term of this lease shall be rent-
 12 free in consideration of the \$800,000 payment required of COUNTY pursuant to Clause 7
 13 (CONSTRUCTION OF LIBRARY). Said payment shall be deemed to constitute prepayment of
 14 rent for the 50-year lease term.

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 18 6. DESIGN AND REVIEW (N)

19 CITY, at no cost or expense to COUNTY, shall cause to be designed a library facility
 20 which shall include a library building containing approximately 10,000 square feet, a
 21 60-space parking lot, and appropriate landscaping.

22 The designs, plans and specifications for the library facility shall be subject to
 23 approval of an Architectural Review Committee, hereinafter referred to as "Committee",
 24 which shall be comprised of six persons, three representing CITY, one representing
 25 COUNTY'S GSA/Library Services Division, one representing COUNTY'S GSA/Architect &
 26 Engineer Division, and one representative who shall be the Fifth Orange County Super-
 27 visorial District's appointee to the Orange County Historical Commission.

28 COUNTY hereby acknowledges that CITY and the citizens of San Juan Capistrano are
 extremely concerned that the exterior design and exterior finishes of the library
 facility be compatible with the nearby San Juan Capistrano Mission, and COUNTY hereby
 agrees that final approval of the exterior design and exterior finishes of the library
 facility shall rest with CITY'S representatives serving on the Committee.

Approval of the designs, plans and specifications shall be obtained from the Committee
 in accordance with the following procedure:

A. Within 120 days after the date of execution of the Agreement by
 COUNTY, CITY shall submit to the Committee "schematic plans" for the
 library facility. The Committee shall, within 30 days after receipt
 thereof, communicate to CITY its written approval or disapproval of
 said schematic plans. Disapproval shall be accompanied with explana-
 tions and justifications for such disapproval.

B. Should the Committee communicate disapproval of the schematic
 plans to CITY, CITY shall, within 60 days, complete all necessary
 corrections and adjustments to said schematic plans and resubmit
 said schematic plans to the Committee for final approval, such
 approval not to be unreasonably withheld.

1 C. Within 90 days after the date of the Committee's approval of the schematic plans,
2 CITY shall submit to the Committee "preliminary plans" for the library facility.
3 The Committee shall, within 30 days after receipt thereof, communicate to CITY its
4 written approval or disapproval of said preliminary plans in the manner set forth in
5 6A above.

6 D. Should the Committee communicate disapproval of the preliminary plans to CITY,
7 CITY shall, within 60 days, complete all necessary corrections and adjustments to
8 said preliminary plans and resubmit said preliminary plans to the Committee for
9 final approval, such approval not to be unreasonably withheld.

10 E. Within 120 days after the date of the Committee's approval of the preliminary
11 plans, CITY shall submit to the Committee a completed set of plans and specifica-
12 tions for the library facility. Concurrently with CITY'S submittal of the completed
13 plans and specifications, CITY shall also submit for committee approval a final
14 draft of the "Request for Bids" which CITY intends to use for solicitation of bids
15 for the library construction contract. The Committee shall, within 30 days after
16 receipt thereof, communicate to CITY its written approval or disapproval of said
17 plans and specifications and the Request for Bids in the manner set forth in 6A
18 above.

19 F. Should the Committee communicate disapproval of either the plans and specifica-
20 tions or the Request for Bids to CITY, CITY shall, within 60 days, complete all
21 necessary corrections and adjustments and resubmit said plans and specifications
22 and/or the Request for Bids to the Committee for final approval, such approval not
23 to be unreasonably withheld.

24 7. CONSTRUCTION OF LIBRARY (N)

25 CITY shall cause to be constructed upon the Demised Premises a library facility in
26 accordance with the plans and specifications prepared by CITY pursuant to
27 Clause 6 (DESIGN AND REVIEW) above. For such construction, COUNTY shall contribute the
28 total sum of \$800,000, which shall be deposited by COUNTY into a construction escrow
within 30 days after CITY has awarded a contract for construction of the library faci-
lity. Should the estimated cost of construction exceed \$800,000, CITY shall deposit
the balance of the estimated construction cost into the same construction escrow con-
currently with COUNTY'S deposit. The money contributed by COUNTY and CITY shall then
be made available to CITY on an incremental basis as provided in escrow instructions
identical to those attached hereto as Exhibit C and by reference made a part hereof.

Subsequent to the completion of the construction of the library facility by CITY, CITY
shall obtain approval and acceptance of the completed construction from COUNTY'S GSA/
Architect & Engineer Division. Said acceptance shall be manifested by letter from
COUNTY'S GSA/Real Estate Division and shall not be unreasonably withheld.

8. REPAIR, MAINTENANCE AND JANITORIAL SERVICES (A11.2 N)

COUNTY shall provide, at its own cost and expense, all repair, maintenance, and janitor-
ial services to the library building.

9. OPERATION AND MAINTENANCE OF PARKING FACILITIES AND LANDSCAPED AREA (N)

CITY shall operate and maintain all parking areas, roads, walks, and landscaped areas
within the Demised Premises.

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1 10. UTILITIES (N)

2 Utilities for the library building shall be metered separately from the landscaping and
3 parking area utilities. COUNTY shall then pay all charges for utilities supplied to the
4 library building. CITY shall pay all charges for utilities supplied to the remainder
5 of the Demised Premises.

6 11. OPERATION OF THE LIBRARY (N)

7 COUNTY shall provide an operating staff consistent in quality and quantity with other
8 Orange County public library branch facilities of comparable size and activity.

9 COUNTY shall maintain the staff, hours of operation, and collection of library materials
10 consistent with other Orange County public library branch facilities of comparable
11 size and activity, throughout the term of this Lease.

12 In the event that reductions of staff and materials are ordered by appropriate authority
13 for the Orange County public library system, such reductions may be made by COUNTY in
14 this branch consistent with comparable reductions throughout the system.

15 12. OWNERSHIP OF IMPROVEMENTS AT EXPIRATION OF LEASE (N)

16 Upon expiration of the term of this lease, all real property improvements on the Demised
17 Premises shall, without compensation to COUNTY, become the property of CITY. All per-
18 sonal property items belonging to COUNTY, including but not limited to books, shelving,
19 furniture and office equipment, shall remain the sole property of COUNTY and COUNTY
20 shall have the right to remove same from the Demised Premises.

21 13. OBLIGATION TO PURCHASE (N)

22 Should CITY at any time withdraw from the Orange County library system, CITY shall
23 immediately purchase all of COUNTY'S rights, title and interest in the Demised Premises,
24 including the library building, parking facilities, landscaped area, and other improve-
25 ments, according to the terms and conditions set forth below.

26 A. CITY shall give written notice of its intention to exercise its option to
27 purchase at least six months in advance of its exercise of said option.

28 B. The purchase price for the purposes of this option shall be fixed as of the
date that the above-mentioned notice is given to COUNTY, and shall be determined
according to the following formula:

$$P = A - [(A \times 2.0\%) \times C]$$

Where: P = Purchase price of the option

A = \$800,000 + (\$800,000 x B)

B = Percentage change in the Consumer Price Index between commencement
date of this Lease and the date on which CITY gives notice to

COUNTY of its intention to exercise the option to purchase

C = Number of years since the commencement date of this Lease.

C. Within six months after CITY has given COUNTY notice of its intention to exer-
cise the option as provided above, CITY shall pay to COUNTY the purchase price as

1 herein provided in cash. Upon payment of said purchase price, COUNTY shall deliver
 2 to CITY a properly executed quitclaim deed conveying all of COUNTY'S right, title,
 and interest in the Demised Premises to CITY.

3 D. All personal property items belonging to COUNTY, including but not limited to
 4 books, shelving, furniture, and office equipment, shall remain the sole property of
 COUNTY should CITY exercise its option to purchase the library facility.

5 14. INDEMNIFICATION (N)

6 COUNTY shall indemnify and save harmless CITY, its officers, agents, and employees,
 7 from and against any and all claims, demands, losses, or liabilities of any kind or
 8 nature which CITY, its officers, agents, and employees may sustain or incur or which
 9 may be imposed upon them or any of them for injury to or death of persons, or damage
 to property as a result of, or arising out of, the sole negligence of COUNTY, its
 officers, agents, employees, subtenants, invitees, or licensees, in connection with
 the occupancy and use of the Demised Premises by COUNTY.

10 Likewise, CITY shall indemnify and save harmless COUNTY, its officers, agents, and
 11 employees from and against any and all claims, demands, losses, or liabilities of any
 12 kind or nature which COUNTY, its officers, agents, and employees may sustain or incur or
 13 which may be imposed upon them or any of them for injury to or death of persons, or dam-
 14 age to property as a result of, or arising out of, the sole negligence of CITY, its
 officers, agents, employees, or licensees, in connection with the ownership, mainte-
 nance, or use of the Demised Premises.

15 15. INSURANCE (N)

16 A. Fire and Extended Coverage. COUNTY shall, at no cost or expense to CITY, keep
 17 insured the improvements constructed by CITY upon the Demised Premises against
 18 loss or damages by fire and risks customarily covered by extended coverage endorse-
 ment, and vandalism and malicious mischief, in amounts not less than 90% of the
 actual replacement cost of said improvements, exclusive of the cost of excavations,
 foundations, and footings.

19 B. General Liability. CITY and COUNTY shall each maintain in force throughout
 20 the term of this lease comprehensive liability insurance against claims for personal
 21 injury or death and property damage occurring upon, in, or about the Demised Prem-
 22 ises or on, in, or about the adjoining sidewalks and passageways, such insurance to
 afford protection to the limits of not less than Five Hundred Thousand Dollars
 (\$500,000) for any one injury, One Million Dollars (\$1,000,000) for any one occur-
 23 rence, and One Hundred Fifty Thousand Dollars (\$150,000) for property damage.

24 C. Policies and Certificates of Insurance. All insurance provided for in this
 25 section shall be effected under Certificates of self-insurance or valid and enforce-
 26 able policies, issued by insurers of recognized responsibility, qualified to do
 27 business in California. Upon the execution of this Lease by COUNTY and thereafter
 not less than 30 days prior to the expiration dates of the expiring policies there-
 28 tofore furnished pursuant to this section, CITY and COUNTY shall deliver to the
 other party certificates evidencing such insurance which each party is required
 to carry as provided by Sections A and B hereinabove. Said certificates shall pro-
 vide, inter alia, the following:

- 1 (1) COUNTY'S policies shall include CITY, its officers, agents, employees,
2 council members, and servants as additional insureds; and
- 3 (2) CITY'S policies shall include COUNTY, its officers, agents, and employees
4 as additional insureds; and
- 5 (3) Such policies shall not be cancelled or materially changed without at least
6 30 days' prior written notice to the additional insured; and
- 7 (4) All insurance policies shall insure performance by the policyholder of the
8 indemnity provisions of Clause 14; and
- 9 (5) Each policy shall contain cross-liability endorsement; and
- 10 (6) All insurance policies pursuant to this section shall be written as
11 primary policies and shall not contribute to or be in excess of any coverage
12 which CITY or COUNTY may carry; and
- 13 (7) Any loss shall be payable to the additional insured notwithstanding any act
14 or negligence of the policyholder which might otherwise result in forfeiture of
15 said insurance; and

16 16. SURRENDER OF LEASE PREMISES (N)

17 COUNTY shall surrender to CITY the possession of the Demised Premises at the expiration
18 or earlier termination of this lease.

19 17. NOTICES (A18.1 S)

20 All notices pursuant to this Lease shall be addressed as set forth below or as either
21 party may hereafter designate by written notice and shall be sent through the United
22 States mail.

23 TO: CITY

24 City of San Juan Capistrano
25 32400 Pasco Adelanto
26 San Juan Capistrano, CA 92675

23 TO: COUNTY

24 County of Orange
25 GSA/Real Estate Division
26 P. O. Box 4106
27 Santa Ana, California 92702

28 and

29 County of Orange
30 GSA/Library Services Division
31 431 The City Drive
32 Orange, California 92668

33 18. ATTACHMENTS (A19.1 S)

34 This Lease includes the following, which are attached hereto and made a part hereof:

- 35 I. GENERAL CONDITIONS
- 36 II. EXHIBITS
 - 37 A. Description
 - 38 B. Plot Plan
 - 39 C. Escrow Instructions

40 GDS/ca
41 80-3-6
42 5.210

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and y
first above written.

2 CITY

3 CITY OF SAN JUAN CAPISTRANO

4 By James S. Mocalis
James S. Mocalis, City Manager

5 By Mary Ann Hanover
Mary Ann Hanover, City Clerk

Dated June 9, 1980

6 APPROVED AS TO FORM:
County Counsel

7 By Lamence M. Watson 6-11-80

9 APPROVED AS TO AUDIT AND ACCOUNTING:
Auditor-Controller

10 By E. Pirtle

12 RECOMMENDED FOR APPROVAL:

13 General Services Agency

14 Library Services Division

15 By Stephen Fox

16 Facilities & Real Property

17 Architect & Engineer Division

18 By C.W. ENDSLEY

20 Real Estate Division

21 By Ray D. Smith
Real Property Agent

22 By [Signature]
Manager

24 ATTEST:

25 June Alexander
26 JUNE ALEXANDER

27 Clerk of the Board of Supervisors of
Orange County, California

COUNTY

COUNTY OF ORANGE

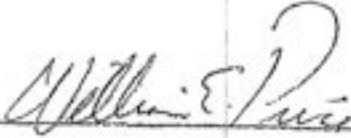
By Joseph A. Clark
Chairman, Board of Supervisors

28 GDS/ca
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100

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the County of Orange, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Orange, pursuant to authority conferred by resolution of the said Board of Supervisors adopted on November 4, 1975, and the grantee consents to recordation thereof by its duly authorized officer.

DATED August 29, 1980BY 

1 I. GENERAL CONDITIONS (A20 N)

2 1. LEASE ORGANIZATION (A20.1 S)

3 The various headings in this Lease, the numbers thereof, and the organization of the
4 Lease into separate sections and paragraphs are for purposes of convenience only and
5 shall not be considered otherwise.

6 2. INSPECTION (A20.2 S)

7 CITY or its authorized representative shall have the right at all reasonable times to
8 inspect the Demised Premises to determine if the provisions of this Lease are being com-
9 plied with.

10 3. SUCCESSORS IN INTEREST (A20.3 S)

11 Unless otherwise provided in this Lease, the terms, covenants, and conditions contained
12 herein shall apply to and bind the heirs, successors, executors, administrators, and
13 assigns of all the parties hereto, all of whom shall be jointly and severally liable
14 hereunder.

15 4. COST OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT (A20.4 S)

16 In the event either CITY or COUNTY commences legal action against the other claiming a
17 breach or default of this Lease, the prevailing party in such litigation shall be enti-
18 tled to recover from the other costs of sustaining such action, including reasonable
19 attorney fees, as may be fixed by the Court.

20 5. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (A20.5 S)

21 If either party hereto shall be delayed or prevented from the performance of any act re-
22 quired hereunder by reason of acts of God, restrictive governmental laws or regulations,
23 or other cause without fault and beyond the control of the party obligated (financial
24 inability excepted), performance of such act shall be excused for the period of the de-
25 lay; and the period for the performance of any such act shall be extended for a period
26 equivalent to the period of such delay. However, nothing in this clause shall excuse
27 either party from the prompt payment of any rental or other charge required of them ex-
28 cept as may be expressly provided elsewhere in this Lease.

6. AMENDMENT (A20. 7 S)

This Lease sets forth the entire agreement between CITY and COUNTY and any modifica-
tion must be in the form of a written amendment.

7. PARTIAL INVALIDITY (A20.8 S)

If any term, covenant, condition, or provision of this Lease is held by a court of com-
petent jurisdiction to be invalid, void, or unenforceable, the remainder of the provi-
sions hereof shall remain in full force and effect and shall in no way be affected,
impaired, or invalidated thereby.

1 8. WAIVER OF RIGHTS (A20.9 S)

2 The failure of CITY or COUNTY to insist upon strict performance of any of the terms,
3 conditions, and covenants in this Lease shall not be deemed a waiver of any right or
4 remedy that CITY or COUNTY may have, and shall not be deemed a waiver of any right or
remedy for a subsequent breach or default of the terms, conditions, and covenants herein
contained.

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6 9. HOLDING OVER (A20.10 S)

7 In the event COUNTY shall continue in possession of the Demised Premises after the term
8 of this Lease, such possession shall not be considered a renewal of this Lease but a
tenancy from month to month and shall be governed by the conditions and covenants con-
tained in this Lease.

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10 10. TIME (A20.11 S)

11 Time is of the essence of this Lease.

12 11. DEFINITION OF TENANT (A20.12 S)

13 The term "COUNTY" shall mean the Board of Supervisors of the County of Orange or its
14 authorized representative.

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7 GA 614-5.01
8 San Juan Capistrano Library

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10 FIRST AMENDMENT TO LEASE

11 THIS IS A FIRST AMENDMENT TO LEASE, made this 30th day of June, 1982, by and
12 between the CITY OF SAN JUAN CAPISTRANO, hereinafter referred to as "CITY", and the
13 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", without regard to number and
14 gender.

15 R E C I T A L S

16 A. CITY is a member of the Orange County Library System.

17 B. By Lease dated June 24, 1980, CITY leased a library construction site to COUNTY
18 and agreed to design and construct, for COUNTY'S use, a 10,000-square-foot public
19 library upon said site. In return, COUNTY agreed to stock, staff, operate, and maintain
20 the library building.

21 C. In addition to the facilities which City agreed to construct pursuant to the terms
22 of the aforesaid Lease, CITY now desires to construct additional library facilities
23 including a civic auditorium, garden reading rooms, and courtyard and garden areas.
24 These additional facilities will be available for use by library staff and patrons,
25 free of charge.

26 D. COUNTY is agreeable to the inclusion of the above additional facilities as part of
27 the library provided that these additional facilities do not increase the operational
28 or financial obligations assumed by COUNTY under the terms of the aforesaid Lease.

29 E. CITY therefore proposes to pay for the cost of constructing the additional facilities
30 and further proposes to accept all financial and operational responsibilities for the
31 additional facilities once constructed.

32 F. In order to accomplish these objectives, CITY and COUNTY desire to amend the afore-
33 said Lease to delete from the library site those areas required by CITY for construction
34 of the additional facilities and to redefine the financial and operational responsi-
35 bilities of each party with respect to the completed Library facility.

36 NOW, THEREFORE, in consideration of these premises, the parties heretō agree that the
37 aforesaid Lease is hereby amended as follows:

38 GS:tp
106-9-1
6-17-82

1 1. Exhibits A and B shall be amended in their entirety to read as set forth in
2 Exhibits A and B, respectively, attached hereto and by this reference incorporated
3 herein.

4 2. The attached floor plan shall be added to and included as part of the Lease as
5 "Exhibit D". The entire structure shown on Exhibit D shall hereinafter be referred
6 to as "Facility". The area shown crosshatched on Exhibit D shall hereinafter be
7 referred to as "Library".

8 3. Clause 8 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES) of the Lease shall be
9 amended to read as follows:

10 "COUNTY shall provide, at its own cost and expense, all repair, maintenance,
11 and janitorial services to the Library, as shown crosshatched on Exhibit D,
12 except for exterior painting.

13 CITY shall repaint the exterior of the entire Facility at regular five-year
14 intervals, the first such interval to commence on the date that the Library is
15 accepted for occupancy by COUNTY. COUNTY shall reimburse CITY for 70% of the
16 reasonable cost of exterior painting within 60 days after CITY has delivered a
17 written request for payment to COUNTY'S GSA/Real Estate Division. CITY'S
18 request for payment shall itemize the total cost for services and shall compute
19 the percentage amount owed by COUNTY. COUNTY shall have the right to audit
20 any request for payment and supporting data used by CITY in preparation of
21 said request. CITY agrees to furnish any supporting data requested by COUNTY.

22 The heating and air conditioning systems for the Library shall be separate from
23 those systems providing heating and air conditioning to the remainder of the
24 Facility. The COUNTY shall then be responsible for all repair and maintenance
25 to the heating and air conditioning systems which service the Library. The
26 CITY shall be responsible for all repair and maintenance for the heating and
27 air conditioning systems which service the remainder of the Facility.

28 CITY shall be responsible for the repair, maintenance, and janitorial services
to all areas of the Facility, excluding the Library."

1 4. Clause 10 (UTILITIES) of the Lease shall be amended to read as follows:

2 "Utilities for the Library shall be metered separately from the utilities sup-
3 plied to the remainder of the Facility and the landscaped and parking areas.
4 COUNTY shall then pay all charges for utilities supplied to the Library. CITY
5 shall pay all charges for utilities supplied to the remainder of the Facility
6 and the landscaped and parking areas."

7 5. Paragraph A of Clause 15 (INSURANCE) of the Lease shall be amended to read as
8 follows:

9 A. Fire and Extended Coverage. CITY shall keep insured the entire Facility,
10 including the Library, against loss or damages by fire and risks customarily
11 covered by extended coverage endorsement, and vandalism and malicious mischief,
12 in amounts not less than 90% of the actual replacement cost of the Facility,
13 exclusive of the cost of excavations, foundations, and footings. COUNTY shall
14 reimburse CITY for 70% of the reasonable cost of said insurance, said payment
15 to be made by COUNTY to CITY within 60 days after CITY has delivered a written

1 request for payment to COUNTY'S GSA/Real Estate Division. CITY'S request for
2 payment shall itemize the total cost of insurance and shall compute the per-
centage owed by COUNTY. COUNTY shall have the right to audit any request for
3 payment and supporting data used by CITY in preparation of said request. CITY
agrees to furnish any supporting data requested by COUNTY."

4 6. The following paragraph shall be added to and included as part of the Lease as
5 Clause 19.

6 USE OF PUBLIC AREAS

7 "Throughout the term of this Lease COUNTY shall have the non-exclusive right
to use, at all times, free of charge, all public areas surrounding the Demised
8 Premises, including but not limited to use of the adjacent public parking
lots, civic auditorium, garden reading rooms, courtyard and garden areas, and
9 all roads, walkways and parkways.

10 CITY guarantees, at all times, the availability of no less than 50 free parking
spaces within the adjacent public parking lots for use by library patrons.

11 CITY agrees to designate 10 free parking spaces for the exclusive use of library
12 personnel and service and delivery vehicles. The location of these parking
spaces shall be mutually agreed upon, in writing, by CITY'S Manager and COUNTY'S
13 Manager of GSA/Library Services Division.

14 COUNTY'S use of the civic auditorium must be scheduled in advance through the
office of the CITY'S Manager."

15 7. All other provisions of the Lease shall remain in full force and effect.
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1 IN WITNESS WHEREOF, the parties have executed this agreement the day and year first
2 above written.

CITY OF SAN JUAN CAPISTRANO

By Lawrence P. Buchheim
LAWRENCE P. BUCHHEIM, MAYOR

By Mary Ann Hanover
MARY ANN HANOVER, CITY CLERK
6-22-82

8 APPROVED AS TO FORM:
County Counsel

APPROVED AS TO FORM:

9 By LAURENCE M. WATSON

James P. O'Keefe
JAMES O'KEEFE, CITY ATTORNEY

TE OF CALIFORNIA)
NTY OF ORANGE) ss.

On this 30th day of June, 1982, before me, the under-
ned, a Notary Public in and for said County and State, residing therein,
y commissioned and sworn, personally appeared JUNE ALEXANDER
CLERK of the Board of Supervisors of Orange County,
ifornia, known to me to be the person described in and whose name is
scribed to the within instrument, and acknowledged to me that he ex-
ted the same on behalf of said County of Orange, and as such officer
reof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
1 the day and year in this certificate first above written.

Mary Ann Bloomquist
Notary Public in and for said
County and State
My Commission Expires May 17, 1985

27 Clerk of the Board of Supervisors
of Orange County, California

28 GS:lp
106-9-4
6-17-82

SAN JUAN CAPISTRANO PUBLIC LIBRARY

LEGAL DESCRIPTION

(GA 614-5.01)

That portion of Lot 8 of Tract No. 103 in the City of San Juan Capistrano, County of Orange, State of California, per map recorded in Book 11, Pages 29 through 33 inclusive of Miscellaneous Maps in the office of the County Recorder of said County, described as follows:

Beginning at the northeasterly terminus of that certain course in the southerly line of said Lot 8 shown on said map as having a bearing of $S70^{\circ}27'00''W$ and a length of 372.60 feet; thence $N22^{\circ}29'W$ 58.04 feet along a line which is parallel with that certain course sited as having a bearing of $N22^{\circ}29'00''W$ and a length of 1041.30 feet in the deed to Capistrano Union High School District of Orange County, recorded August 1, 1921, in Book 403, Page 32 of Deeds in the office of said County Recorder; thence $S67^{\circ}31'00''W$ for a distance of 23.00 feet to the TRUE POINT OF BEGINNING: Thence $S67^{\circ}31'00''W$ for a distance of 112.54 feet; thence $N22^{\circ}29'00''W$ for a distance of 29.44 feet; thence $S67^{\circ}31'00''W$ for a distance of 21.17 feet; thence $N22^{\circ}29'00''W$ for a distance of 21.12 feet; thence $S67^{\circ}31'00''E$ for a distance of 21.17 feet; thence $N22^{\circ}29'00''W$ for a distance of 0.98 feet; thence $N67^{\circ}31'00''E$ for a distance of 61.54 feet; thence $N22^{\circ}29'00''W$ for a distance of 118.95 feet; thence $N67^{\circ}31'00''E$ for a distance of 51.00 feet; thence $S22^{\circ}29'00''E$ for a distance of 42.63 feet; thence $N67^{\circ}31'00''E$ for a distance of 7.92 feet; thence $S22^{\circ}29'00''E$ for a distance of 7.83 feet; thence $S67^{\circ}31'00''W$ for a distance of 7.92 feet; thence $S22^{\circ}29'00''E$ for a distance of 20.17 feet; thence $N67^{\circ}31'00''E$ for a distance of 7.92 feet; thence $S22^{\circ}29'00''E$ for a distance of 7.83 feet; thence $S67^{\circ}31'00''W$ for a distance of 7.92 feet; thence $S22^{\circ}29'00''E$ for a distance of 20.00 feet; thence $S67^{\circ}31'00''E$ for a distance of 7.92 feet; thence $S22^{\circ}29'00''E$ for a distance of 7.92 feet; thence $S67^{\circ}31'00''W$ for a distance of 7.92 feet; thence $S22^{\circ}29'00''E$ for a distance of 35.96 feet to the TRUE POINT OF BEGINNING.

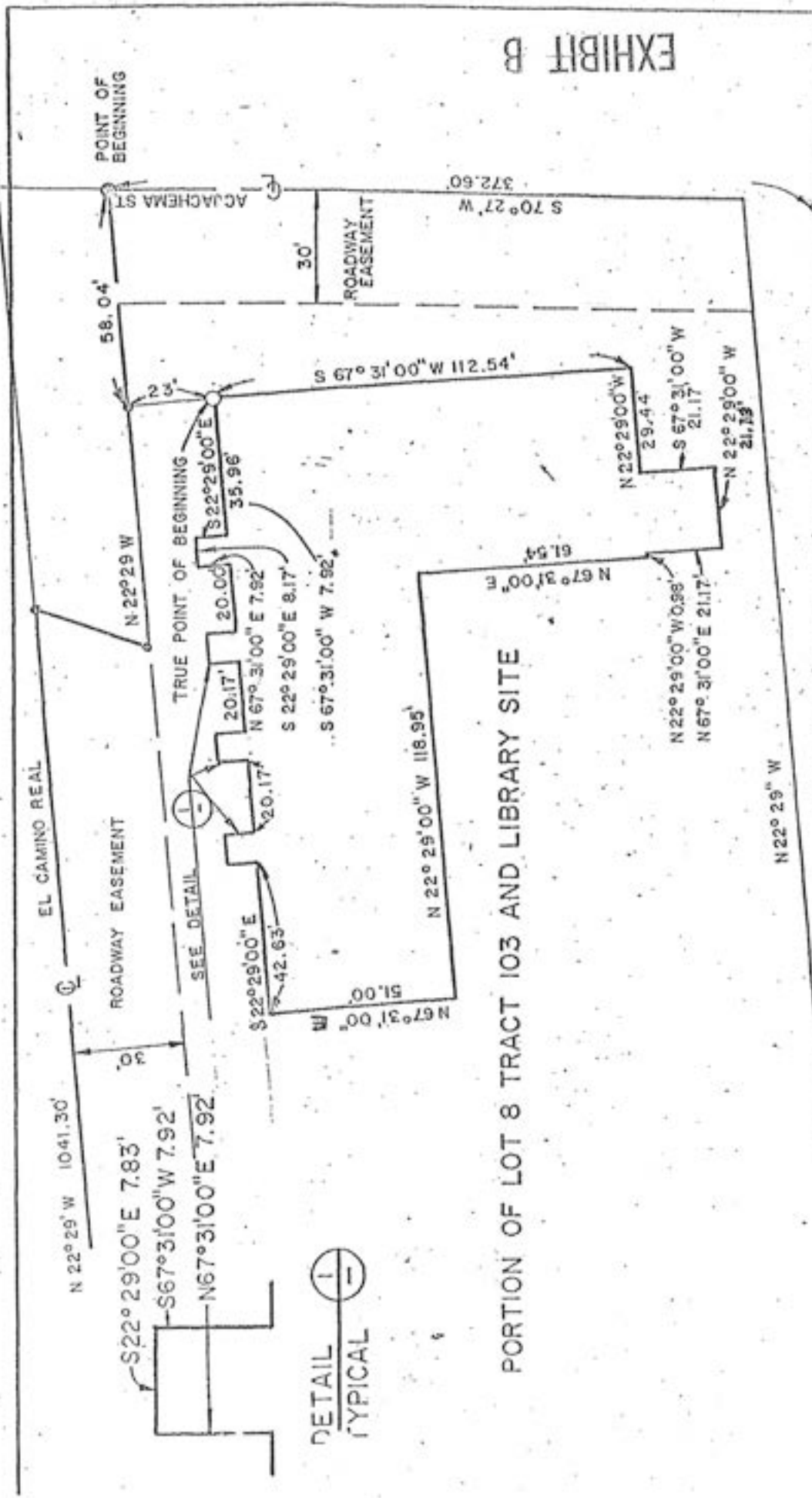
Prepared by:

George M. Lohnes, Jr.
George M. Lohnes, Jr. RCE23405

CHECKED: *wep*

EXHIBIT A

EXHIBIT B



PORTION OF LOT 8 TRACT 103 AND LIBRARY SITE



CITY OF SAN JUAN CAPISTRANO
 DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 SAN JUAN CAPISTRANO PUBLIC LIBRARY

(GA 614-5.01)

PREPARED BY:
 CITY OF SAN JUAN CAPISTRANO
 ENGINEERING DIVISION

REVISIONS	
NO.	DESCRIPTION

RCE _____ DATE _____

ATTACHMENT

CHAMBER ASSISTANT



LIBRARY

Floor Plan

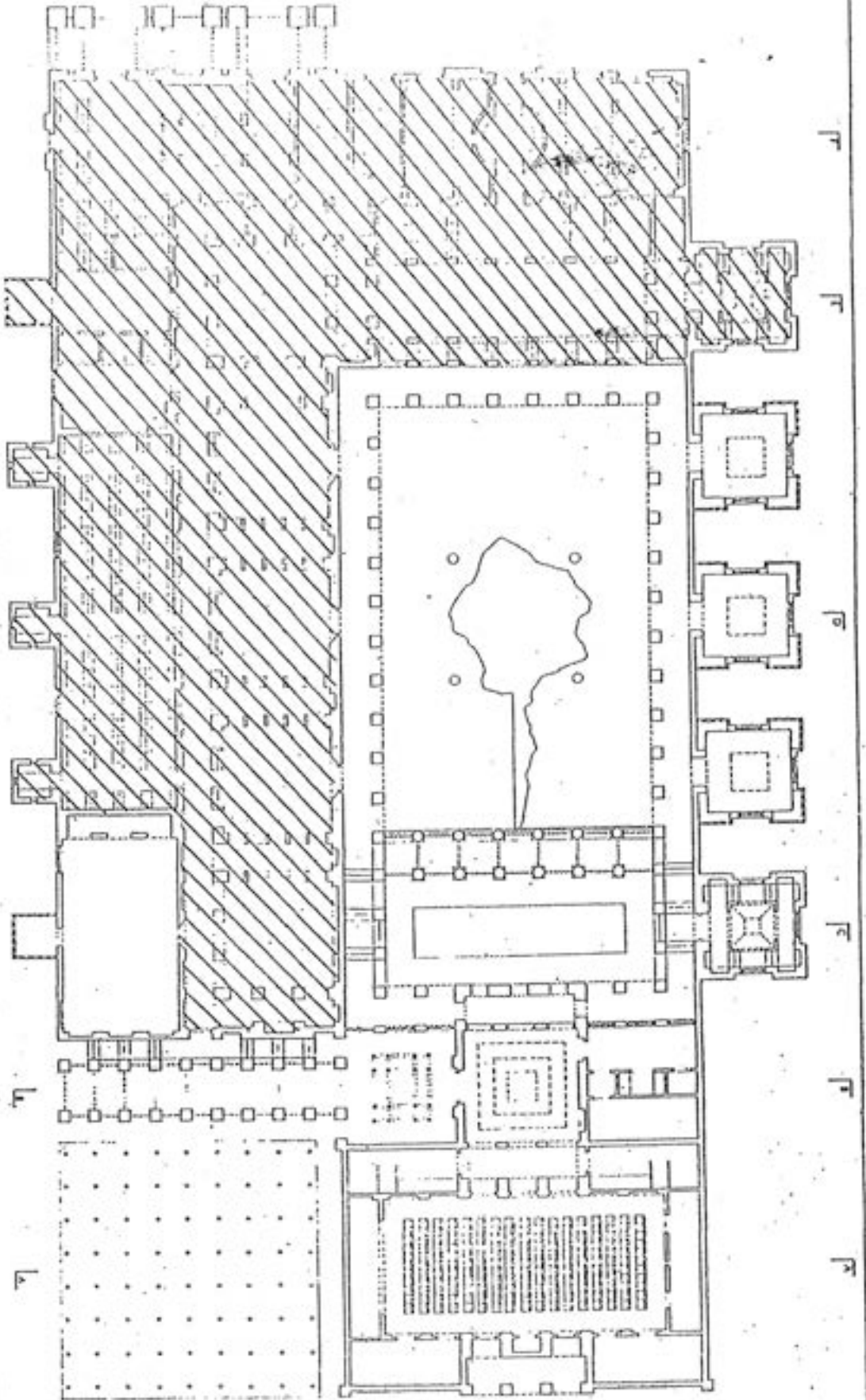


EXHIBIT D

CITY OF SAN JUAN
 CARISTRANO
 PUBLIC LIBRARY

Architect: MICHAEL CLAVIERA
 Date: Sept. 5, 1961
 No. 1000000000
 PRINCETON, N.J. 08540
 TEL. 908-542-1000