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NFR-13233  
N.6247401RPO3233

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NOSSAM, GUTHRIE  
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AGREEMENT OF LEASE

between

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

and

UNITED STATES OF AMERICA

(Consisting of Part I and Part II)

AGREEMENT OF LEASE

NO. \_\_\_\_\_

PART I

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PART I

THIS NEGOTIATED LEASE between the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION (hereinafter referred to as "Lessee"), whose address is 1416 Ninth Street, Sacramento, California 95811, and the UNITED STATES OF AMERICA (hereinafter referred to as "Government"), consisting of this PART I, and of PART II containing "General Provisions" which is attached hereto and made a part hereof.

## WITNESSETH:

WHEREAS, the Government owns and the Department of the Navy has jurisdiction, administration, custody, and control of that certain property known and identified as the U. S. Marine Corps Base, Camp Pendleton, California (hereinafter referred to as "Base"); and

WHEREAS, the Secretary of the Navy has determined that portions of the Base, more particularly described in Article 1 of this Lease, are not excess property, are not for the time being required for continuous military use or for purposes of providing security for the President of the United States, and are available for the use by Lessee for the purposes hereinafter set forth; and

WHEREAS, both parties recognize that all the land comprising Camp Pendleton is vital to the National Security and, with the exception of the "Leased Property" described in Article 1 of this Lease and certain security zones, must be retained exclusively for military training so long as Camp Pendleton is required for the National Defense as a training base for the Marine Corps; and

WHEREAS, this Lease is made under the authority of Section 2667 of Title 10 of the U. S. Code;

NOW THEREFORE, in consideration of the promises and of the terms and conditions hereinafter set forth, the Government and Lessee hereby agree as follows:

ARTICLE I. LEASED PROPERTY

The Government hereby leases to the Lessee certain portions of the Base, Camp Pendleton, California, consisting of three parcels hereinafter called the "Leased Property," said three parcels of land in the County of Orange and the County of San Diego, State of California being portions of fractional Section 25, Township 8 South, Range 7 West San Bernardino Base and Meridian, and portions of Sections 25, 26, 35 and 36, Township 8 South, Range 7 West; Sections 1, 2, 10, 11, 12, 14, 23 and 24, Township 9 South, Range 7 West; Sections 29, 30, 31, 32 and 33, Township 9 South, Range 6 West, Sections 3 and 4, Township 10 South, Range 6 West of Rancho Santa Margarita, according to Record of Survey Map 794, filed January 17, 1940, in the Office of the County Recorder of said San Diego County, more particularly described in Exhibit A and delineated on the map marked Exhibit B bearing the legend "Proposed Lease to State of California, C. F. 8/29/71," both exhibits which are attached hereto and incorporated by reference herein.

(Provided, however, that this Lease shall not be effective as to that area known as the Enlisted Men's Beach and the supporting inland area thereto located in Parcel 2 of Exhibit "A" and specially delineated in Exhibit "B" hereto, and the Government shall have exclusive use of that area and all facilities thereon, unless and until such time as an alternative site mutually acceptable to the Government and Lessee is located; comparable facilities are installed thereon, and relocation to the alternative site is accomplished. Lessee agrees that it shall bear all costs in connection with preparation of and relocation to such alternative site, and all costs incurred in the installation of comparable facilities.)

\* Provided, however, ~~that~~ that this Lease shall not be effective as to any portion of the Leased Property which is presently out-leased by the Government for agricultural purposes until such time as such agricultural lease terminates, notice of which will be promptly given in writing by

2-2-76

the Local Government Representative to this Lessee in each instance. It is further agreed between the Government and Lessee that upon termination of any existing agricultural lease the Government shall have the right to enter into further agricultural leasing of the area involved, subject to the consent of the Lessee herein in each instance.

ARTICLE 2. TERM

The term of this Lease shall be for a period of fifty (50) years and shall begin on September 1, 1971 and end on August 31, 2021 unless sooner terminated in accordance with the provisions of Article D, or E of PART II of this Lease.

ARTICLE 3. USE

The Leased Property shall be used, maintained, protected and preserved by the Lessee in accordance with good management practices as a public park and not otherwise, such use to include any incidental uses that arise out of or are related to public recreation.

Provided, however, that the operation of all facilities on the Leased Property shall be conducted without regard to race, color, religion, or national origin, and any form of segregation or discrimination on the basis of race, color, religion, or national origin, in the operation of any of said facilities shall be deemed good and sufficient grounds upon which to effect a termination of this Lease.

ARTICLE 4. RENT

The Lessee shall pay to the Government as rent for the use of the Leased Property the sum of One Dollar (\$1.00) for the term of this Lease, receipt of which is hereby acknowledged.

ARTICLE 5. LOCAL GOVERNMENT REPRESENTATIVE

The Commanding Officer, Western Division, Naval Facilities Engineering Command, San Bruno, California 94066 (or his successor) is hereby designated as Local Government Representative, and shall,

Under the direction of the Commander, Naval Facilities Engineering Command, acting under the direction of the Secretary of the Navy, Washington, D. C., be responsible for the administration of this Lease, and shall exercise general supervision thereof insofar as the interests of the government are concerned, provided, however, that the Lessee agrees to consult with, and obtain the approval of, the Commanding General, Marine Corps Base, in any and all matters affecting the administration, mission or security of the Marine Corps Base, Camp Pendleton, including, but not limited to, the matters set forth in Part II of this Lease:

**ARTICLE 6. PRIOR LEASE**

This Lease supersedes the Lease between the same parties hereto dated March 30, 1971 and designated NF(R)-11681.

**ARTICLE 7. EXECUTION**

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease, effective as of 1 September 1971.

WITNESS:

*Fred Stearns*

UNITED STATES OF AMERICA

By *W. S. Spangler*

W. S. Spangler  
 Captain, CEC, USN  
Deputy Commander for Facilities Management  
 Naval Facilities Engineering Command

DATE 31 August 1971

APPROVED  
 DEPARTMENT OF GENERAL SERVICES

By *[Signature]*  
 057 *[Signature]*

WITNESS:  
APPROVED AS TO FORM

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS  
AND RECREATION

A. C. Buchter

DEPARTMENTAL COUNSEL

By Ray B. Hunter  
DEPUTY DIRECTOR

Contract #4-999-929

Appropriation Ch. 266/71, Item 207 FY 1971/72

Function or Fund General, Support

Line Item Allotment 4-72 999999 226.01

Amount of Estimate \$1.00

Unencumbered Remainder \$25,645.00

I Hereby Certify upon my own personal knowledge  
that budgeted funds are available for the period and  
purpose of the expenditure state above. (After T. B. A.  
No. \_\_\_\_\_ or B. R. No. \_\_\_\_\_).

[Signature]  
Accounting Officer

NO. \_\_\_\_\_

PART II

GENERAL PROVISIONS

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between

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

and

UNITED STATES OF AMERICA

PART IIGENERAL PROVISIONS

## A. GENERAL MAINTENANCE OBLIGATION

Lessee, at its own expense, shall so protect, preserve, maintain, and repair the Leased Property and any and all improvements constructed or installed thereon that the same will at all times be kept in good condition and repair.

## B. REPRESENTATIONS

Lessee has examined, knows and accepts the condition and state of repair of the Leased Property and the Base of which it forms a part, and acknowledges that the Government has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair, or keep in repair the same, or any item thereof, which has not been fully set forth in this Lease which contains all of the agreements made and entered into between the Lessee and the Government.

## C. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY

This Lease is subject to all outstanding easements and rights of way for location of any type of facility over, across, in and upon the Leased Property, or any portion thereof, and to the right of the government, after consultation with Lessee as to location, to grant such additional easements and rights of way over, across, in and

upon the Leased Property as it shall determine to be in the public interest; Provided, that any such additional easement or right of way shall be located so as not to unreasonably interfere with the use of the Lessee's improvements erected on the Leased Property; and Provided, further, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Property as shall be necessary for the performance of their duties with regard to such facilities.

#### D. TERMINATION BY GOVERNMENT

This Lease may be terminated by the Government at any time: (1) during any mobilization or any national emergency, present or future, declared by the President or Congress, (2) in the interest of national defense, (3) upon closure of the Base, (4) in the event the Leased Property or a major part thereof becomes excess, or (5) upon a determination by the Local Government Representative that: (a) the Leased Property is no longer used for the purpose set forth in Article 3 of Part I hereof, or (b) if after 30 days' notice of default in any of the obligations under this Lease, the Lessee has failed to cure such default.

E. TERMINATION BY LESSEE

Lessee shall have the right to terminate this Lease upon ninety (90) days' written notice to the Local Government Representative.

F. SURRENDER

Upon the expiration of this Lease or its prior termination provided herein, Lessee shall quietly and peacefully remove itself and its property from the Leased Property and surrender the possession of the Leased Property to the Government; Provided, in the event the Government shall terminate this Lease, Lessee shall be allowed a reasonable period of time, as determined by the Local Government Representative in accordance with the circumstances surrounding the termination, in which to remove all of its property from and terminate its operations on the Leased Property. During such period prior to surrender, all obligations assumed by Lessee under this Lease shall remain in full force and effect.

G. INSTALLATION OF IMPROVEMENTS - REMOVAL AND RESTORATION

Lessee shall have the right hereunder to make and install on the Leased Property such improvements as shall be required in connection with the uses permitted under Article 3 of Part I hereof, including buildings, trails, roadways, utility lines, campsites, picnic grounds, and the like; Provided, however, that agreement shall be reached between Lessee and the government as to the location and plans for any proposed improvements prior to the commencement of any installation thereof.

Title to any and all improvements made or installed on the Leased Property by Lessee hereunder shall remain in Lessee during the term of this Lease, and Lessee may, at its option, remove all, or part of

the improvements made or installed on the Leased Property by it;  
Provided, however, such right of removal shall be exercised either:

(a) prior to expiration of the Lease term; or

(b) prior to the effective date of any termination of the Lease by the Government, pursuant to the provisions of this Lease governing such termination, when the Government shall have given Lessee sufficient notice of such termination to permit the effecting of such removal; or

(c) within a reasonable time after the effective date of the termination by the Government, when the advance notice thereof given by the Government is insufficient to permit such removal to be accomplished prior to said effective date; and

Provided, further, that following any such removal Lessee shall, to the extent the Government shall require and direct, restore the Leased Property to the same or as good condition as existed when this Lease became effective.

If Lessee shall fail to exercise the aforesaid rights of removal of improvements within the time prescribed, such improvements shall be deemed to have been abandoned by Lessee and may be used or disposed of by the Government in any manner whatsoever, without any liability to account to Lessee therefor.

#### H. RESERVATIONS BY THE GOVERNMENT

The Government specifically reserves and excepts from this Lease the following: (1) all rights to water and to minerals or other non-renewable natural resources, located on or underlying the Leased Property, (2) rights of ingress and egress and the use of such portion of the Leased Property as may be necessary to extract or develop the aforesaid water and natural resources, (3) existing and such other

rights of way as may be necessary for access to and maintenance of existing water and sewer lines, power lines, water wells and telephone lines, (4) such rights of way as may be necessary in the future for the establishment of uses similar to those mentioned in the preceding item, provided the location thereof does not unreasonably interfere with the use of Lessee's improvements erected on the leased property.

The reservation respecting water and natural resources is intended to include the prohibition against any use thereof by the Lessee. However, water on the leased property may be made available to the Lessee to the extent and upon such terms and conditions as are approved by the Government from time to time.

I. INDEMNIFICATION BY LESSEE/GOVERNMENT NON-LIABILITY

Except for occurrences during or resulting from a formal military exercise as provided for under paragraph L, the Lessee, insofar as it is legally able to do so, covenants that it will indemnify, save, and hold harmless the Government, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of Lessee, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the same which may arise out of or be attributable to the condition, state of repair, or Lessee's use and occupancy of the Leased Property, whether or not the same shall be occasioned by the negligence or lack of diligence of Government, its officers, agents, servants, or employees.

J. UTILITIES AND SERVICES

It is expressly understood and agreed that utilities and services will not be furnished the Lessee from Government sources at the Base.

Lessee shall, at its sole cost and expense, obtain all utilities and services which it may require in connection with its use of the Leased

Lessee shall have the right to make necessary utility connections and install and maintain transmission lines upon or adjacent to the Leased Property at such locations within the Base as are approved by the Commanding General of the Base.

K. LIENS

Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind, except one in favor of the Government which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, the Government may discharge, or cause to be discharged, the same at the expense of Lessee.

L. ACCESS

The Government shall have access to the Leased Property at all reasonable times for any purposes not inconsistent with the use thereof by Lessee, including but not limited to, the purpose of inspection, and in addition thereto, the Government expressly reserves the right to use all or any part of the Leased Property, upon such notice as shall hereafter be specified, for the purpose of conducting formal military training exercises. In the event the Government shall schedule a formal military training exercise requiring the use of all or a substantial portion of the Leased Property, the Government shall give the Lessee five (5) days' notice except where military necessity requires a shorter clearance period in which case not less than forty-eight (48) hours' notice may be given. Upon receipt of such notice, and prior to the beginning of said scheduled training exercise, the Lessee shall cause the Leased Property to be cleared of all persons occupying the Leased Property under the authorization of the Lessee, together with their personal property, and

Leased Property during the said training exercise. Recognizing that the availability for training purposes of the land comprising Camp Pendleton (including the Leased Property) is vital to the National Security, to the extent it can legally do so, the Lessee further agrees to indemnify, save and hold harmless the Government, its officers, agents, and employees, for and from any liability or claims for loss of or damage to any property owned by or in the custody of Lessee, its officers, agents, subtenants, servants, employees, contractors, licensees or invitees, or for the death of or injury to any of the same which may arise from or be attributable to the conduct, after notice as provided herein, of a formal military training exercise.

M. DISPUTES

Any dispute concerning a question of fact which is not disposed of by agreement shall be decided by the Commander, Naval Facilities Engineering Command, who shall reduce his decision to writing and mail or furnish a copy thereof to Lessee. Within thirty (30) days from the receipt of such copy Lessee may appeal by mailing or otherwise furnishing the Commander, Naval Facilities Engineering Command, Washington, D. C. 20390, via the Local Government Representative, a written appeal addressed to the Secretary of the Navy, and the decision of the Secretary or his duly authorized representative for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; Provided, that if no such appeal is taken, the decision of the Commander, Naval Facilities

with any appeal pending under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Lessee shall proceed diligently with the performance of its obligations under this Lease and in accordance with the decision of the Commander, Naval Facilities Engineering Command. The term, "Commander, Naval Facilities Engineering Command," as used herein, shall include his duly appointed successor or his representative specifically designated for this purpose.

**N. COVENANT AGAINST FEES**

Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**O. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Lease, or to any benefit to arise therefrom.

**P. FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE**

The failure of the Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the

Government's right to the future performance of any such terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the Government's right to the future performance of any such terms, covenants or conditions, and Lessee's obligations in respect to such future performance shall continue in full force and effect.

**Q. ASSIGNMENT OR SUBLETTING**

Lessee shall not transfer or assign this Lease or any interest therein nor sublet to any third party or parties any portion of the Leased Property or rights therein without the prior written consent of the Government. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of Lessee hereunder, but no assignment shall relieve the assignor of any of Lessee's obligations hereunder except for an extension of the Lease term beginning after such assignment, and then only if the Government shall have consented thereto. Nothing herein contained shall prohibit the sale of food and camping supplied or the furnishing of services by the Lessee or its concessionaires incidental to use of the Leased Property for recreational purposes.

**R. GOVERNMENT RULES AND REGULATIONS**

The existence of the military camps, helicopter landing areas, and security zones indicated on Exhibit "B" hereto and located on or near the boundaries of the Leased Property require restrictions on the use of the adjacent Leased Property, in such manner and to such extent as may be directed by the Government.

Lessee shall also comply with such rules and regulations regarding Base safety, security, ingress, and egress as may be prescribed from time to time by the Commanding General of the Base; and Lessee shall

make every reasonable effort, including the installation of suitable fencing and identification markers, to prevent trespassing by unauthorized persons from the Leased Property to adjacent portions of the Base. Lessee shall not undertake any project requiring modification of the terrain without prior approval of the Commanding General of the Base.

#### S. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this Lease shall be of any effect unless in writing. All notices required under this Lease shall be addressed to Lessee, 1416 Ninth Street, Sacramento, California 95811, or to the Local Government Representative at the address specified in Article 5 of Part I of this Lease, or to the Commanding General, U. S. Marine Corps Base, Camp Pendleton, California 92055, as may be appropriate, or at such other address as may from time to time be agreed upon by the parties hereto.

The Government hereby leases to the Lessee the following described portions of the U. S. Marine Corps Base, Camp Pendleton, California, consisting of three parcels hereinafter called the "Leased Property", said three parcels of land in the County of Orange and the County of San Diego, State of California being portions of fractional Section 25, Township 8 South, Range 7 West San Bernardino Base and Meridian, and portions of Sections 25, 26, 35 and 36, Township 8 South, Range 7 West; Sections 1, 2, 10, 11, 12, 14, 23 and 24, Township 9 South, Range 7 West; Sections 29, 30, 31, 32 and 33, Township 9 South, Range 6 West, Sections 3 and 4, Township 10 South, Range 6 West of Rancho Santa Margarita, according to Record of Survey Map 794, filed January 17, 1940, in the Office of the County Recorder of said San Diego County more particularly described as follows:

Parcel 1 Inland Area

For point of reference, commence at the intersection of the Westerly line of said Rancho Santa Margarita with the Northeasterly right of way line of Highway Interstate 5, said Westerly line of Rancho Santa Margarita being also the line common to the Counties of Orange and San Diego; thence northeasterly along said Rancho boundary line 4,434 feet to the true point of BEGINNING; thence continuing with the Westerly line of Rancho Santa Margarita 16,315.43 feet to an angle point therein; thence southeasterly along said boundary 1,700 feet more or less to an intersection with the westerly line of fractional Section 25, Township 8 South, Range 7 West, San Bernardino Meridian; thence northerly along the West line of said Section 25, 550 feet more or less to the Northwest corner thereof; thence easterly along the North line of said Section 25, 1,600 feet; thence southerly in a straight line along the easterly bank of Cristianitos Creek, but staying west of Cristianitos Road, 4,400 feet; thence westerly, at right angles, 250 feet; thence southerly, at right angles, 400 feet; thence southwesterly 1,000 feet; thence southerly, along the toe of the slope on the west side of Cristianitos Creek, 4,600 feet; thence southeasterly 800 feet to point on the southwesterly side of Cristianitos Road; thence northeasterly in a straight line, parallel with said road 1,300 feet; thence southerly, staying to the west of the service road to the Sewage Disposal Ponds, 3,000 feet; thence westerly 1,000 feet; thence southeasterly 850 feet; thence easterly, along the south side of the Sewage Disposal Ponds, 900 feet more or less to the toe of the slope on the easterly side of San Mateo Valley; thence, generally following the toe of the slope on the easterly side of San Mateo Valley, southerly 3,500 feet; southwesterly 6,600 feet; more southwesterly, 1,100 feet; southerly 1,300 feet more or less to an intersection with the northeasterly right-of-way line of said Highway Interstate 5 at point along the northerly approach lane of Basifone Road Interchange; thence along the northwesterly right-of-way line of Highway Interstate 5, 3,370 feet, more or less, to a point; thence in a northerly direction, leaving said Highway Interstate 5, North  $26^{\circ} 0' 56''$  West; 762.95 feet; thence North 820 feet; thence North  $34^{\circ} 0' 0''$  East 1,770 feet; thence North  $19^{\circ} 0' 0''$  East, 1,990 feet; thence North  $61^{\circ} 02' 39''$  West, 1,250 feet; thence North  $73^{\circ} 09' 09''$  West, 530.24 feet to the northwesterly boundary of said Rancho Santa Margarita Y Las Flores, the true point of beginning, containing 2,380 acres, more or less.

## Parcel 2 Beach Area North of Nuclear Plant

BEGINNING at the intersection of the Northwesterly line of an easement for construction and operation of a nuclear generating station, granted to Southern California Edison Company and San Diego Gas and Electric Company, with the Mean High Tide line of the Pacific Ocean, said point of intersection being the most Westerly corner of said easement; thence northeasterly along said northwesterly line of said easement, 1,400 feet more or less to an intersection with the Southwesterly right-of-way line of Highway Interstate 5; thence northwesterly along said Southwesterly right-of-way line 6,500 feet more or less to the Westerly bank of San Onofre Creek; thence southwesterly along said Westerly Bank of said creek, 900 feet more or less to the Northeasterly right-of-way line of the Atchison Topeka and Santa Fe Rail way Company line; thence southerly to the Mean High Tide line of the Pacific Ocean; thence along said Mean High Tide line to the point of BEGINNING, containing 160 acres more or less.

## Parcel 3 Beach Area South of Nuclear Plant

BEGINNING at the intersection of the Southeasterly line of an easement for construction and operation of a nuclear generating station, granted to Southern California Edison Company and San Diego Gas and Electric Company, with the Mean High Tide line of the Pacific Ocean, said point of intersection being the most Southerly corner of said easement; thence northeasterly 1,000 feet more or less to an intersection with the Southwesterly right-of-way line of Highway Interstate 5; thence southeasterly along said Southwesterly right-of-way line of said Interstate 5 to an intersection with a line lying 18,220 feet southeasterly from said Southeasterly line of said nuclear generating station; thence southwesterly at right angles to said highway right-of-way line 1,500 feet more or less to the Mean High Tide line of the Pacific Ocean; thence northwesterly along said Mean High Tide line to the point of BEGINNING, containing 405 acres more or less.

TOGETHER WITH the right of ingress and egress between Parcels 2 and 3 across that portion of the easement for construction and operation of a nuclear generating station granted to Southern California Edison Company and San Diego Gas and Electric Company lying between the Quay Wall of said station and the Mean High Tide line.

FIRST AMENDMENT TO AGREEMENT OF LEASE NF(R)-13233  
between  
STATE OF CALIFORNIA, DEPARTMENT OF PARKS & RECREATION  
and  
UNITED STATES OF AMERICA

This Amendatory Agreement, effective the 28<sup>th</sup> day of July, 1977,  
by and between the United States of America, represented by the Commanding  
Officer, Western Division, Naval Facilities Engineering Command acting  
under the direction of the Secretary of the Navy hereinafter referred to as  
Government and the State of California, Department of Parks and Recreation  
hereinafter referred to as Lessee:

WITNESSETH:

WHEREAS, Government leases to Lessee under Contract NF(R)-13233 certain  
land at the Marine Corps Base, Camp Pendleton, for public park purposes, and

WHEREAS, certain additional land is now available for public park purposes,  
and

WHEREAS, Lessee has requested the lease be amended to include said  
additional land and certain other changes:

NOW THEREFORE, in consideration of the premises and of the term and  
conditions hereinafter set forth, Government and Lessee hereby agree as  
follows:

1. ARTICLE I, PART I. First paragraph describing the leased property  
is amended as follows:

First: Delete Parcel 2 being leased property designated "Parcel 2"  
described and delineated in Exhibits "A" and "B" of the lease comprising 160  
acres more or less,

Insert in lieu thereof the following described property: "Revised  
Parcel 2" comprising 99 acres more or less, described and delineated in  
Exhibit "A-1" attached hereto and made a part hereof.

Second: Add Parcel 4 comprising 145 acres, more or less, described  
& delineated Exhibit A-2 attached hereto and made a part hereof.

Doc. 5027 P/A N/A  
Date \_\_\_\_\_ File \_\_\_\_\_  
and AttyGen Opinion of \_\_\_\_\_  
L. 75-13-C. T. NAVFAC 11 021 1977.

ORIGINAL

Third: Add Parcel 5 comprising 209 acres described and delineated in Exhibit "A-3" attached hereto and made a part hereof.

2. ARTICLE I, PART I (PAGE 2) Delete in its entirety: Second Paragraph commencing with the words "Provided, however..." and ending with the words "comparable facilities."

3. ARTICLE I, PART I (PAGE 2). Third paragraph: Delete the word "further," and in lieu thereof insert the word "however."

4. Lessee agrees to make every reasonable effort to install at its own expense a chain link security fence along the southeasterly boundary of the herein Parcel 5 with a bearing and distance described as "S19° 08' 29"W 1,076.887 feet" as shown on sheet 2 of Drawing No. 9854 attached hereto. Such fencing shall be installed as expeditiously as possible in accordance with Navy specifications with at least three strands of barbed wire at the top.

Lessee also agrees to post "No Trespassing" signs on said aforementioned southerly boundary of said Parcel 5 to restrain visitors from trespassing on adjoining Marine Corps property. All the foregoing to be accomplished to the satisfaction of the Commanding General, Marine Corps Base, Camp Pendleton.

In no event shall said aforementioned Parcel 5 be opened for public use until fencing and signing as herein required shall be completed.

5. Except as herein notified, all terms and conditions of Lease NF(R)-13233 shall remain unchanged and in full force and effect.

6. IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Lease NF(R)-13233 effective as of the date hereinabove set forth.

UNITED STATES OF AMERICA

SEARCHED	INDEXED	SERIALIZED	FILED
Department of Defense <b>APPROVED</b> JUL 7 1978 BY <i>C. O. Shroyer</i> Asst. Chief of Staff			

*W. H. Hermes*  
 By direction of the ~~Acting~~ **Acting Officer**  
 Western Division, Naval Facilities  
 Engineering Command, San Bruno, California  
 Real Estate Division  
 By direction of the **Commanding Officer**  
 STATE OF CALIFORNIA  
*Herbert Rhodes*  
 By **Herbert Rhodes**  
 Director

N6247401RP03233

METES AND BOUNDS DESCRIPTION

Revised PARCEL #2 Beach Area North of San Onofre Nuclear Generating Plant

Commencing for reference at a 1-1/2" iron pipe with a brass cap marked 10-11-14-15, accepted as marking the Northwest corner of Section 14, Township 9 South, Range 7 West, San Bernadino Base and Meridian as said corner shown on Record of Survey Map No. 794, coordinates of said point being N 450,185.110, E 1,591,041.500; thence S 47°05'33" E, 9,652.553 feet to the True Point of Beginning at the Southwesterly Right of Way of Interstate Highway 5, coordinates of said point being N 443,613.490, E 1,598,111.549; thence S 63°56'36" E, 119.997 feet along said Right of Way; thence S 63°17'41" E, 104.138 feet; thence S 61°51'26" E, 40.282 feet; thence S 61°34'32" E, 70.021 feet; thence S 58°24'20" E, 48.921 feet; thence S 56°17'50" E, 49.884 feet; thence S 55°51'52" E, 79.532 feet; thence S 52°54'34" E, 304.256 feet; thence S 48°03'05" E, 239.100 feet; thence S 41°57'45" E, 797.478 feet; thence S 49°12'48" E, 660.242 feet; thence S 56°11'29" E, 532.385 feet to the Northerly corner boundary of the Southern California Edison Company San Onofre Nuclear Generating Plant leased area; thence S 32°59'59" W, 1,197.593 feet departing from the Interstate Highway 5 Right of Way and proceeding along the Nuclear Generating Plant boundary to the Mean High Tide Line of the Pacific Ocean; thence N 65°57'52" W, 133.856 feet along said Mean High Tide Line; thence N 53°50'31" W, 161.012 feet; thence N 67°22'48" W, 325.000 feet; thence N 54°24'19" W, 584.144 feet; thence N 40°36'05" W, 184.390 feet; thence N 47°27'33" W, 576.823 feet; thence N 63°02'28" W, 650.711 feet; thence N 51°20'25" W, 288.140 feet; thence N 27°19'26" W, 337.675 feet; thence N 37°30'15" W, 271.016 feet; thence N 50°17'04" E, 406.901 feet departing.

N6247401R.P03233

from the Mean High Tide Line; thence N 85°38'14" E, 368.066 feet; thence  
N 33°23'12" E, 593.417 feet to the Southwesterly Right of Way of Interstate  
Highway 5, and the True Point of Beginning, and enclosing an area of  
99.00 Acres, all as shown on EFD Drawing C102182 entitled "State Park  
Lease Boundaries, Parcel Number 2 Revised Area North of Power Plant"  
attached hereto and made a part hereof.

SECOND AMENDMENT TO AGREEMENT OF LEASE NF(R)-13233  
Between  
STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION  
and  
UNITED STATES OF AMERICA

This Amendatory Agreement, effective the 6<sup>th</sup> day of April 1981 by and between the United States of America, represented by the Commanding Officer, Western Division, Naval Facilities Engineering Command acting under the direction of the Secretary of the Navy, hereinafter referred to as the Lessor and the State of California, Department of Parks and Recreation hereinafter referred to as Lessee:

W I T N E S S E T H:

WHEREAS, Lessor leases to Lessee certain land at the Marine Corps Base, Camp Pendleton, California, for public park purposes under Lease NF(R)-13233, and

WHEREAS, Lessee has had an engineering survey made redefining the boundaries of the said leasehold, and

WHEREAS, Lessor and Lessee agree that the property description of Lease NF(R)-13233 should be conformed to the details of the abovementioned engineering survey; and

WHEREAS, for administrative purposes a change of the contract number is required,

NOW THEREFORE, in consideration of the premises, Lease NF(R)-13233 is hereby amended as follows:

1. Delete all of Article 1, LEASED PROPERTY of Part I thereof, as amended, and Exhibits "A", "A-1", "A-2", "A-3" and "B", and substitute the following new Article 1 therefore: 116

ARTICLE 1. LEASED PROPERTY

The Government hereby leases to the Lessee the following described portions of the U.S. Marine Corps Base, Camp Pendleton, California, consisting of five parcels hereinafter called the "Leased Property", said five parcels of land in the County of Orange and the County of San Diego, State of California being portions of fractional Section 25, Township 8 South, Range 7 West, San Bernardino Base and Meridian, and portions of Sections 25, 26, 35, and 36, Township 8 South, Range 7 West; Sections 1, 2, 10, 11, 12, 14, 15, 23, and 24, Township 9 South, Range 7 West; Sections 29, 30, 31, 32 and 33, Township 9 South, Range 6 West; Sections 3 and 4, Township 10 South, Range 6 West of Rancho Santa Margarita, according to Record of Survey Map 794, filed January 17, 1940, in the Office of the County Recorder of said San Diego County more particularly described as follows:

Doc. 5027B P/A \_\_\_\_\_  
Code \_\_\_\_\_ File \_\_\_\_\_  
Encl Atty Gen Opinion of FEB 15 1983  
Micro F83-MI-5 To NAVFAC

PARCEL 1

BEGINNING at a 6" x 6" concrete monument with brass cap marked "Rancho Santa Margarita, Jos. A. Hurley Survey", from which monument a 2" iron pipe with Southern California Edison Company Brass Cap Stamped V.I.L.S. 2827 marking the center of transmission tower M6-T3 #879 shown on sheet 4 of Record of Survey Map No. 7033, San Diego County Records, bears N 5° 01' 21" E 60.31 feet; thence from said point of beginning following the westerly line of Rancho Santa Margarita S 13° 13' 44.42" W 16,608.57 feet to a 1" iron pipe, which pipe is N 13° 13' 44.42" E 4,438.19 feet from the northerly right of way line of Interstate Route 5; thence leaving the westerly line of said Rancho, S 71° 59' 43" E 528.76 feet to a 1" iron pipe; thence S 48° 43' 33" E 1,329.06 feet to a 1" iron pipe; thence S 18° 57' 47" W 1,695.97 feet to a 1" iron pipe; thence S 34° 00' 00" W 1,770.00 feet to a 1" iron pipe, thence South 820.00 feet to a 1" iron pipe; thence S 26° 00' 56" W 760.19 feet to a 1" iron pipe in the northerly right of way line of said Interstate Route 5; thence following said right of way line; the following nine courses;

1. S 27° 07' 15" E, 178.79 feet;
2. S 78° 08' 09" E, 105.48 feet;
3. S 28° 25' 21" E, 810.89 feet;
4. S 30° 39' 17" E, 546.23 feet;
5. S 34° 08' 52" E, 475.33 feet;
6. S 41° 16' 50" E, 429.55 feet;
7. S 47° 34' 17" E, 358.78 feet;
8. S 54° 05' 38" E, 326.40 feet;
9. S 67° 37' 03" E, 230.29 feet;

thence leaving said right of way line N 17° 34' 03" E 4.02 feet to a 1" iron pipe; thence continuing N 17° 34' 03" E 542.38 feet to a 1" iron pipe; thence S 33° 09' 19" E 136.87 feet to a 1" iron pipe; thence N 10° 42' 30" E 350.53 feet to a 1" iron pipe; thence N 30° 33' 52" E 435.90 feet to a 1" iron pipe; thence N 54° 14' 28" E 1,286.18 feet; thence N 29° 40' 00" E 2,250.00 feet; thence N 35° 02' 21" E 900.00 feet to a 1" iron pipe; thence N 25° 14' 58" E 1,763.95 feet to a 1" iron pipe; thence N 77° 40' 44" E 328.54 feet to a 1" iron pipe; thence N 03° 23' 07" E 653.98 feet to a 1" iron pipe; thence N 14° 51' 42" E 1,207.23 feet to a 1" iron pipe; thence N 28° 09' 25" E 883.66 feet to a 1" iron pipe; thence N 16° 39' 15" W 901.68 feet to a 1" iron pipe; thence N 05° 41' 12" W 1,142.11 feet to a 1" iron pipe; thence N 85° 02' 53" W 620.11 feet to a 1" iron pipe; thence N 28° 39' 04" W 297.81 feet to a 1" iron pipe; thence N 42° 31' 08" E 463.99 feet to a 1" iron pipe; thence S 87° 52' 30" E 423.13 feet to a 1" iron pipe thence N 07° 48' 57" E 1,150.08 feet to a 1" iron pipe; thence N 12° 05' 06" E 868.78 feet to a 1" iron pipe; thence N 09° 47' 40" E 863.02 feet to a 1" iron pipe; thence N 61° 26' 26" W 361.20 feet; thence S 48° 27' 39" W 866.44 feet; thence N 18° 35' 59" W 1,179.86 feet to a 1" iron pipe; thence N 01° 43' 10" E 2,853.76 feet to a 1" iron pipe; thence N 20° 00' 51" E 1,882.40 feet to a 1" iron pipe; thence N 28° 09' 20" E 1,034.38 feet to a 1" iron pipe; thence N 00° 53' 08" E 2,062.76 feet to a 1" iron pipe;

thence N 12° 51' 16" E 754.66 feet to a 1" iron pipe; thence N 06° 58' 29" E 640.72 feet to a 1" iron pipe; thence N 22° 27' 36" E 623.16 feet to a 1" iron pipe in the north line of the U.S. Naval Reservation at Camp Pendleton; thence following said Naval Reservation boundary the following three courses:

1. N 89° 17' 30" W 1,898.61 feet to a 1-1/2" iron pipe;
2. S 00° 46' 30" W 511.99 feet to a 1" iron pipe;
3. N 79° 20' 58" W 1,610.69 feet to the point of beginning, enclosing an area containing 2,386.69 acres more or less.

Bearings and distances used in this description are based on the California Coordinate system Zone VI.

PARCEL 2

Beach Area North of San Onofre Nuclear Generating Plant Commencing for reference at a 1-1/2" iron pipe with a brass cap marked 10-11-14-15, accepted as marking the Northwest corner of Section 14, Township 9 South, Range 7 West, San Bernardino Base and Meridian as said corner shown on Record of Survey Map No. 794, coordinates of said point being N 450,185.110, E 1,591,041.500; thence S 47° 05' 33" E, 9,652.553 feet to the True Point of Beginning at the Southwesterly Right of Way of Interstate Highway 5, coordinates of said point being N 443,613,490, E 1,598,111.549; thence S 63° 56' 36" E, 119.997 feet along said Right of Way; thence S 63° 17' 41" E, 104.638 feet; thence S 61° 34' 32" E, 40.282 feet; thence S 61° 34' 32" E, 70.081 feet; thence S 58° 24' 20" E, 48.921 feet; thence S 56° 17' 50" E, 49.884 feet; thence S 55° 51' 52" E, 79.532 feet; thence S 52° 54' 34" E, 304.256 feet; thence S 48° 03' 05" E, 239.100 feet; thence S 41° 57' 45" E, 797.478 feet; thence S 49° 12' 48" E, 660.242 feet; thence S 56° 11' 29" E, 532.385 feet to the Northerly corner boundary of the Southern California Edison Company San Onofre Nuclear Generating Plant leased area; thence S 32° 59' 59" W, 1,197.593 feet departing from the Interstate Highway 5 Right of Way and proceeding along the Nuclear Generating Plant boundary to the Mean High Tide Line of the Pacific Ocean; thence N 65° 57' 52" W, 133.856 feet along said Mean High Tide Line; thence N 53° 50' 31" W, 161.012 feet; thence N 67° 22' 48" W, 325.000 feet; thence N 54° 24' 19" W, 584.144 feet; thence N 40° 36' 05" W, 184.390 feet; thence N 47° 27' 33" W, 576.823 feet; thence N 63° 02' 28" W, 650.711 feet; thence N 51° 20' 25" W, 288.140 feet; thence N 27° 19' 26" W, 337.675 feet; thence N 37° 30' 15" W, 271.016 feet; thence N 50° 17' 04" E, 406.900 feet departing from the Mean High Tide Line; thence N 85° 38' 14" E, 368.066 feet; thence N 33° 23' 12" E, 593.417 feet to the Southwesterly Right of Way of Interstate Highway 5, and the True Point of Beginning, and enclosing an area containing 99.00 Acres, more or less.

PARCEL 3 Beach Area South of Nuclear Plant

BEGINNING at the intersection of the Southeasterly line of an easement for construction and operation of a nuclear generating station, granted to Southern California Edison Company and San Diego Gas and Electric Company, with the Mean High Tide line of the Pacific Ocean, said point of intersection being the most Southerly corner of said easement; thence northeasterly 1,000 feet more or less to an intersection with the Southwesterly Right-of-Way line of Highway Interstate 5; thence Southeasterly along said Southwesterly right-of-way line of said Interstate 5 to an intersection with a line lying 18,220 feet Southeasterly from Southeasterly line of said nuclear generating station;

thence Southwesterly at right angles to said highway right-of-way line 1,500 feet more or less to the Mean High Tide line of the Pacific Ocean; thence Northwesterly along said Mean High Tide line to the point of BEGINNING, enclosing an area containing 405 Acres more or less.

TOGETHER WITH the right of ingress and egress between Parcels 2 and 3 across that portion of the easement for construction and operation of a nuclear generating station granted to Southern California Edison Company and San Diego Gas and Electric Company lying between the Quay Wall of said station and the Mean High Tide line.

PARCEL 4 Inland Area Southwest of Parcel 1

Beginning at a 6' x 6' concrete monument with a brass cap marked "Rancho Santa Margarita, Jos. A. Hurley Survey", from which monument a 2" iron pipe with a Southern California Edison Company brass cap stamped V.I.L.S. 2827, marking the center of transmission tower M6-T3 #879 shown on sheet 4 of Record of Survey Map No. 7033, San Diego County Records, bears N 5° 01' 21" E, 60.31 feet, coordinates of said point being N 470.886.049, E 1,595,049.350; thence S 13° 13' 44.42" W, 16,068.57 feet along the Northwesterly boundary line of Camp Pendleton (Rancho Santa Margarita) to a 1" iron pipe, this being the True Point of Beginning; with coordinates of N 454,718.218, E 1,591,248.583; thence S 71° 59' 43" E, 528.760 feet; thence S 48° 43' 33" E, 1,329.060 feet; thence S 18° 57' 47" W, 1,695.970 feet; thence S 34° 00' 00" W, 1,770.000 feet, thence S 00° 00' 00" W, 820.00 feet; thence S 26° 00' 56" W, 760.186 feet to the Easterly Right-of-Way line of Interstate Highway 5; thence N 27° 07' 15" W, 55.822 feet along said Right-of-Way; thence N 21° 16' 19" W, 440.900 feet; thence N 14° 00' 29" W, 182.280 feet; thence N 18° 05' 35" E, 67.760 feet; thence along the curve concave Northwesterly, said curve having a radius of 740.000 feet and bearing N 41° 21' 01" E to the center point, an arc length of 259.302 feet, through an angle of 20° 04' 37"; thence N 61° 25' 38" W, 80.00 feet; thence S 73° 34' 22" W, 23.470 feet; thence N 55° 09' 09" W, 535.490 feet; thence along a curve concave Northeasterly, said curve having a radius of 460.000 feet, an arc length of 80.918 feet, through an angle of 10° 04' 44" to the Northwesterly boundary line of Camp Pendleton (Rancho Santa Margarita); thence N 13° 12' 29" E, 4,439.262 feet along said Boundary Line to the True Point of Beginning and enclosing an area containing 144.99 Acres, more or less.

PARCEL 5 Beach Area South of USCG Station

Commencing for reference at a 1-1/2" iron pipe with a brass cap marked 10-11-14-15, accepted as marking the Northwest corner of Section 14, Township 9 South, Range 7 West, San Bernardino Base and Meridian as said corner shown on Record of Survey Map No. 794, coordinates of said point being N 450,185.110 E, 1,591,041.500; thence S 37° 16' 23" E, 6,343.334 feet to the True Point of Beginning at the Southwesterly Right of Way of Interstate Highway 5, coordinates of said point being N 445,137.349, E 1,594,883.114; thence S 19° 08' 29" W, 1,076.887 feet to the Mean High Tide Line of the Pacific Ocean; thence along said Mean High Tide Line N 81° 52' 12" W, 565.685 feet; thence N 61° 04' 25" W, 434.166 feet; thence N 70° 27' 48" W, 657.875 feet; thence N 79° 17' 28" 1,775.929 feet; thence N 54° 34' 59" W, 276.089 feet; thence N 42° 27' 59" W, 799.812 feet; thence N 58° 09' 03" W, 776.981 feet; thence N 36° 29' 45" W, 730.642 feet to the Northwesterly corner boundary of Camp Pendleton (Rancho Santa Margarita); thence N 13° 13' 43" E, 485.140 feet along said boundary line to the Southwesterly corner boundary of the U.S. Coast Guard Loran Station; thence along said boundary line along a curve concave Northeasterly, said curve having a radius of 2,764.930

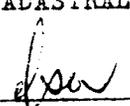
feet and bearing N 52° 34' 35" E to the centerpoint, an arc length of 238.109 feet, through an angle of 04° 56' 02.5"; thence N 57° 26' 10" E, 511.500 feet; thence N 35° 14' 09" E, 1,371.920 feet to the Northeasterly corner boundary of the U.S. Coast Guard Loran Station; thence N 59° 39' 13" E, 92.310 feet along the Southeasterly boundary line of an Interstate Highway 5 Drainage Easement, part of Camp Pendleton (Rancho Santa Margarita), to the intersection of the Westerly Right of Way of Interstate Highway 5; thence S 32° 20' 00" E, 550.500 feet along said Right of Way; thence S 31° 20' 24" E, 475.130 feet; thence S 28° 56' 03" E, 421.030 feet; thence S 38° 48' 07" E, 493.810 feet; thence S 47° 44' 01" E, 306.610 feet; thence S 42° 54' 30" E, 809.650 feet; thence S 49° 56' 48" E, 414.870 feet; thence S 82° 32' 10" E, 70.860 feet; thence S 75° 47' 34" E, 70.000 feet; thence N 76° 23' 59" E, 101.370 feet; thence S 77° 42' 04" E, 250.000 feet; thence S 70° 52' 42" E, 336.700 feet; thence S 68° 15' 40" E, 396.960 feet; thence S 66° 56' 09" E, 550.570 feet; thence S 56° 44' 20" E, 151.323 feet to the True Point of Beginning, and enclosing an area containing 208.86 Acres, more or less.

The above 5 parcels are as shown on EFD Drawing C-102269, attached hereto and made a part hereof, and comprise 3,289.54 Acres, more or less.

Provided, however that this Lease shall not be effective as to any portion of the Leased Property which is presently out-leased by the Government for agricultural purposes until such time as such agricultural lease terminates, notice of which will be promptly given in writing by the Local Government Representative to this Lessee in each instance. It is further agreed between the Government and Lessee that upon termination of any existing agricultural lease the Government shall have the right to enter into further agricultural leasing of the area involved, subject to the consent of the Lessee herein in each instance.

2. Delete all reference to contract number NF(R)-13233 and substitute therefor the following new contract number: N6247401RP03233.

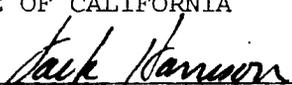
Except as herein amended, all terms and conditions of Lease N6247401RP03233, previously NF(R)-13233, shall remain unchanged and in full force and effect.

APPROVED BY  
 CADASTRAL  
  
 Signature

24 DEC 1980

NAVY  
 UNITED STATES OF AMERICA  
 Department of the Navy  
 Naval Facilities Engineering Command  
 APPROVED  
 FEB 10 1981  
 BY   
 Ass't. Chief Counsel

UNITED STATES OF AMERICA  
 By   
 WARREN K. BRANSCUM  
 By direction of the Commander,  
 Naval Facilities Engineering Command  
 Acting under the direction of the  
 Secretary of the Navy

STATE OF CALIFORNIA  
 By 

THIRD AMENDMENT TO AGREEMENT OF LEASE N6247401RP03233

BETWEEN

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AND

UNITED STATES OF AMERICA

This Amendatory agreement, is effective the 20<sup>th</sup> Day of December 1985 by and between the United States of America, acting by and through the Department of the Navy, represented by the Commander, Western Division, Naval Facilities Engineering Command, San Bruno, California, hereinafter referred to as "Lessor" and the State of California, Department of Parks and Recreation hereinafter referred to as "Lessee":

WITNESSETH:

WHEREAS, Lessor leases to Lessee certain lands at the Marine Corps Base, Camp Pendleton, California, for public park purposes, and

WHEREAS, by First Amendment to Lease Agreement No. NF(R)-13233 the Lessor and Lessee agreed to delete and add acreages to several parcels in the lease area, and to change certain responsibilities of the Lessee, and

WHEREAS, by Second Amendment to Lease Agreement No. NF(R)-13233 the Lessor and Lessee agreed that the Lessee conduct an engineering survey of the lease area for the purpose of redefining the boundaries with the provision that the Lessor remains in control of the agricultural outlease program within the surveyed area and that the Lease Agreement number be changed from NF(R)-13233 to N6247401RP03233, and

WHEREAS, For administrative purposes a change in the acreage in Parcels 1, 2 and 4 and the installation of a security fence is now required.

NOW THEREFORE, in consideration of the premises, Lease N6247401RP03233 is hereby amended as follows:

The areas of parcels 1, 2, and 4 shall be reduced as follows:

- Parcel 1 from 2,386.69 acres to approximately 1182.69 acres
  - Parcel 4 from 144.99 acres to approximately 138 acres
  - Parcel 2 from 99. acres to approximately 84.1 acres
- All as shown on Exhibit "A" or "B" attached hereto and made a part hereof.

The Lessee at its own expense shall install and maintain three (3) strand barb wire security fencing along a portion of the boundary of Parcel 1 as shown on Exhibit "A" in order to deter unauthorized entry by park users onto the area of Marine Corps Base, Camp Pendleton not included in this lease agreement. State park personnel and park users shall be permitted access to the park area from Cristianitos Road.

The deletion of 14.9 acres (3.5+11.4 acres) of Parcel 2 is conditional upon the right of first refusal by the State Department of Parks and Recreation to lease the 14.9 acres should the Southern California Edison or the military activity no longer need the property. ~~Consideration for the new lease would be at fair market value.~~

*JM*

The Lessor at its own expense shall maintain and repair Cristianitos Road.

Except as herein amended, all terms and conditions of Lease N6247401RP03233, previously NF(R)-13233, shall remain unchanged and in full force and effect.

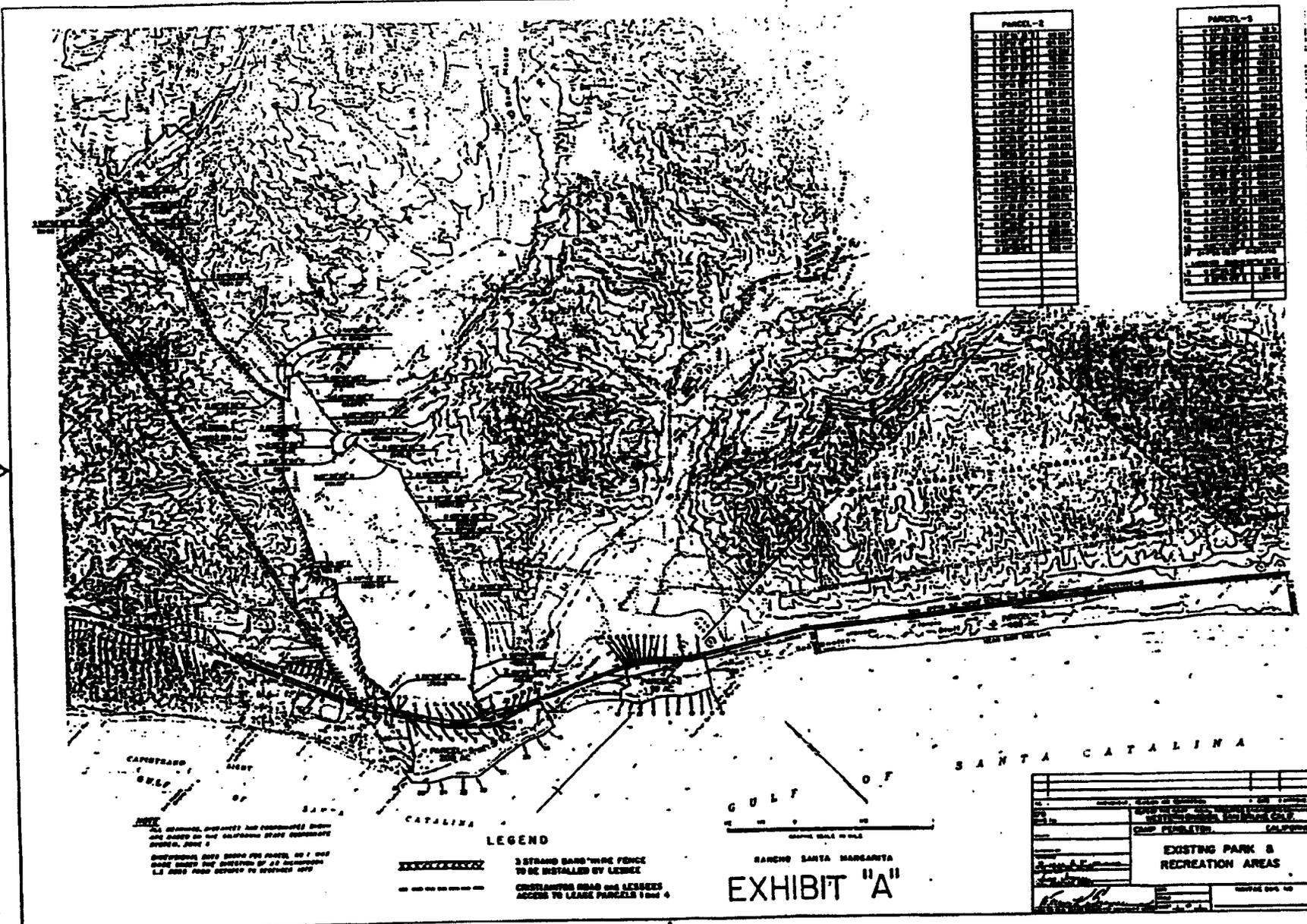
UNITED STATES OF AMERICA

By *Charles J. Williams*  
CHARLES J. WILLIAMS  
Director  
Real Estate Division

STATE OF CALIFORNIA

By *Les Mc Cargo*

Mr. Les Mc Cargo  
Chief Deputy Director  
Department of Parks and Recreation



PARCEL-1

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PARCEL-2

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42	1000	1000	1000
43	1000	1000	1000
44	1000	1000	1000
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46	1000	1000	1000
47	1000	1000	1000
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93	1000	1000	1000
94	1000	1000	1000
95	1000	1000	1000
96	1000	1000	1000
97	1000	1000	1000
98	1000	1000	1000
99	1000	1000	1000
100	1000	1000	1000

NOTE: ALL DISTANCES, BEARINGS AND ELEVATIONS SHOWN ARE BASED ON THE CALIFORNIA STATE PLANNING SYSTEM, 1983.

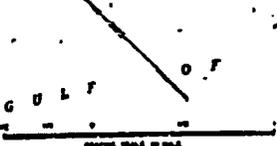
EXISTING PARK & RECREATION AREAS ARE SHOWN WITH DOTTED LINES.

LEASE PARCELS 1 AND 2 ARE SHOWN WITH SOLID LINES.

**LEGEND**

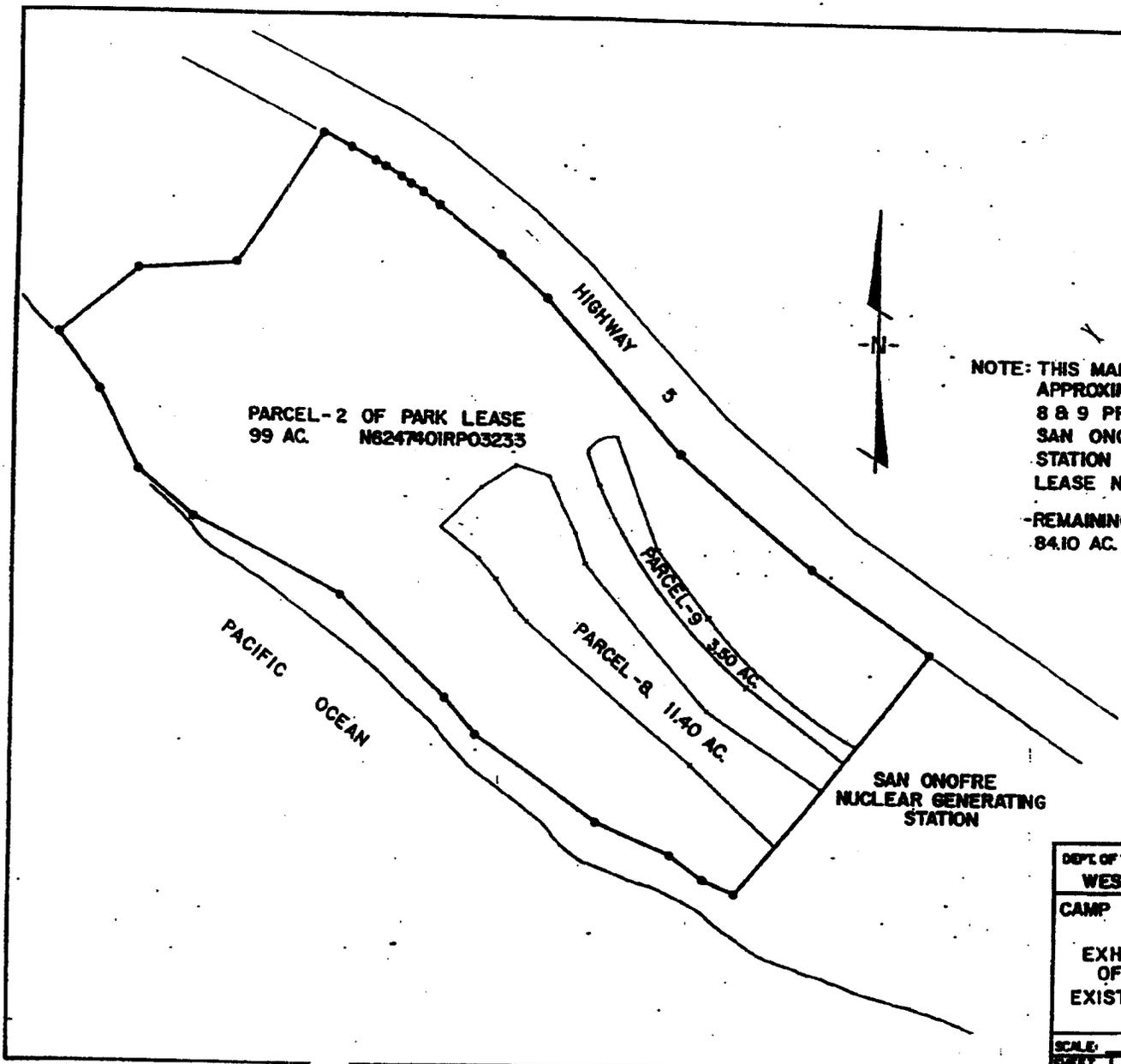
----- 3 STRAND BARRI-WIRE FENCE TO BE INSTALLED BY LESSEE

----- EASEMENT ROAD AND LESSEES ACCESS TO LEASE PARCELS 1 and 2



RANCHO SANTA MARGARITA  
**EXHIBIT "A"**

PROJECT:	EXISTING PARK & RECREATION AREAS
DATE:	10/1/83
BY:	DAVID E. BROWN
CHECKED:	DAVID E. BROWN
SCALE:	AS SHOWN
PROJECT NO.:	1000
DRAWING NO.:	1000
DATE:	10/1/83



PARCEL-2 OF PARK LEASE  
99 AC. N624740IRPO3233

PARCEL-9 3.20 AC

PARCEL-8 11.40 AC

HIGHWAY 5

PACIFIC OCEAN

SAN ONOFRE  
NUCLEAR GENERATING  
STATION



NOTE: THIS MAP ILLUSTRATES THE APPROXIMATE RELATIONSHIP OF PARCELS 8 & 9 PRESENTLY USED BY THE SAN ONOFRE NUCLEAR GENERATING STATION AND PARCEL 2 OF PARK LEASE N624740IRPO3233.

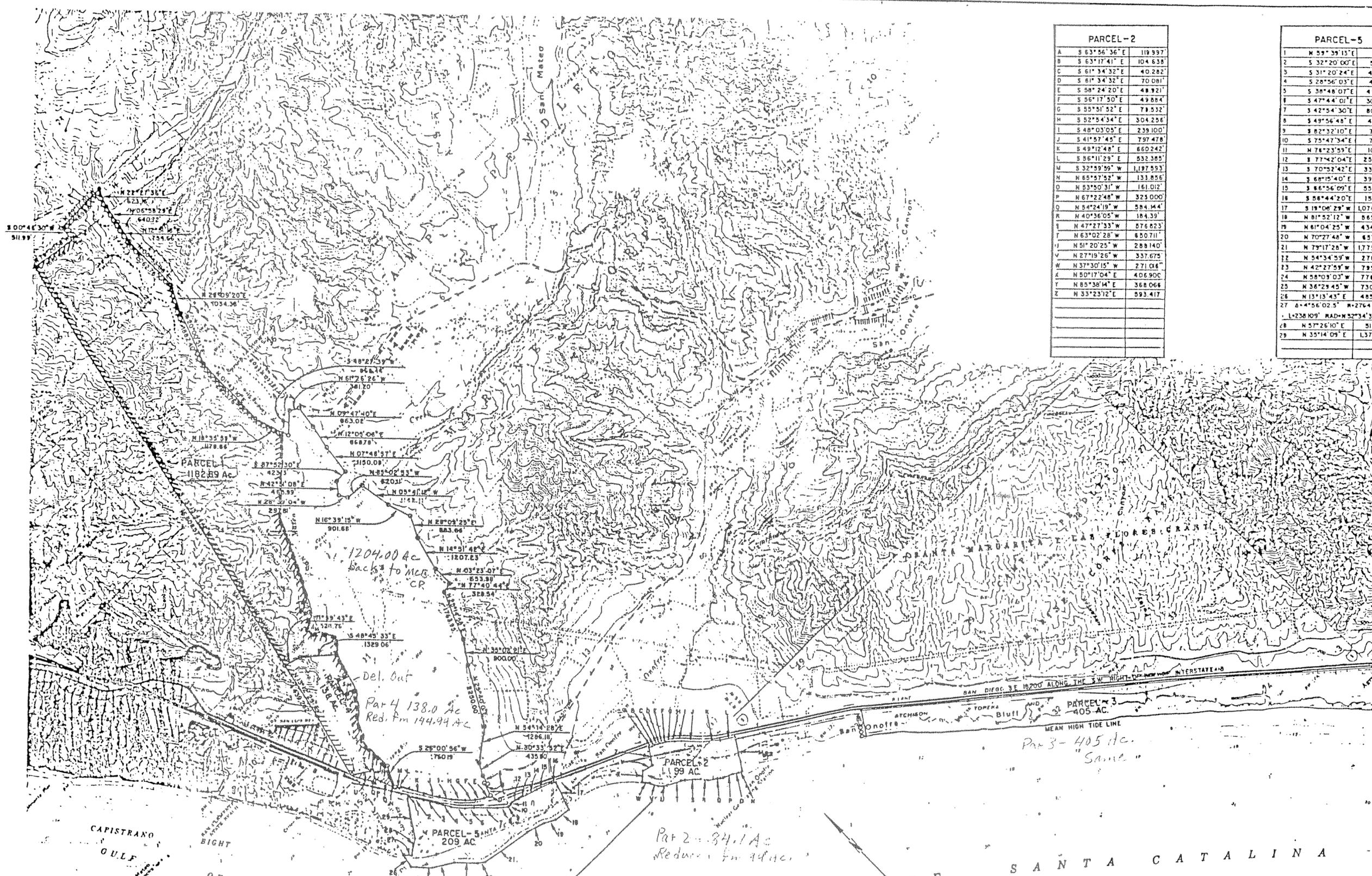
REMAINING ACREAGE OF PARCEL 2 IS 84.10 AC. PER THIRD AMENDMENT.

DEPT. OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND	
WESTERN DIVISION, SAN BRUNO, CALIF.	
CAMP PENDLETON	CALIFORNIA
EXHIBIT "B" FOR THIRD AMENDMENT OF LEASE NO. N624740IRPO3233	
EXISTING PARK & RECREATION AREAS	
SCALE: 1" = 300'	WESTERN DIV. NO.
SHEET 1 OF 1	A-102354



PARCEL-2		
A	S 63°56'36"E	119.937
B	S 63°17'41"E	104.638
C	S 61°34'32"E	40.282
D	S 61°34'32"E	70.081
E	S 58°24'20"E	48.921
F	S 56°17'50"E	49.884
G	S 55°51'52"E	74.532
H	S 52°54'34"E	304.256
I	S 48°03'05"E	239.100
J	S 41°57'45"E	797.478
K	S 49°12'48"E	660.242
L	S 36°11'29"E	532.385
M	S 32°39'59"W	1,187.593
N	N 65°37'52"W	133.856
O	N 53°50'31"W	161.012
P	N 67°22'48"W	323.000
Q	N 54°24'19"W	584.144
R	N 40°36'05"W	184.39
S	N 47°27'33"W	576.823
T	N 63°02'28"W	850.711
U	N 51°20'25"W	288.140
V	N 27°19'26"W	337.675
W	N 37°30'15"W	271.068
X	N 50°17'04"E	406.900
Y	N 85°38'14"E	368.066
Z	N 33°23'12"E	593.417

PARCEL-5		
1	N 57°39'13"E	92.2
2	S 32°20'00"E	550.5
3	S 31°20'24"E	475.15
4	S 28°56'03"E	421.0
5	S 38°48'07"E	493.81
6	S 47°44'01"E	306.61
7	S 42°54'30"E	809.63
8	S 49°56'48"E	414.81
9	S 82°32'10"E	70.81
10	S 75°47'34"E	70.00
11	N 78°23'59"E	101.37
12	S 77°42'04"E	250.00
13	S 70°32'42"E	336.70
14	S 68°15'40"E	396.96
15	S 66°56'09"E	550.57
16	S 56°44'20"E	151.32
17	S 19°06'29"W	1,076.88
18	N 01°52'12"W	865.665
19	N 61°04'25"W	434.166
20	N 70°27'48"W	657.875
21	N 79°17'28"W	1,775.929
22	N 54°34'59"W	276.085
23	N 42°27'59"W	799.812
24	N 58°09'03"W	774.981
25	N 36°29'45"W	730.642
26	N 13°13'43"E	485.140
27	S 4°56'02"E	N 2764.93
28	N 57°26'10"E	511.50
29	N 35°14'09"E	1,371.92



**NOTE**  
 ALL BEARINGS, DISTANCES AND COORDINATES SHOWN ARE BASED ON THE CALIFORNIA STATE COORDINATE SYSTEM, ZONE 6  
 DIMENSIONAL DATA SHOWN FOR PARCEL NO. 1 WAS MADE UNDER THE DIRECTION OF J.K. RICHARDSON U.S. 2539 FROM OCTOBER TO DECEMBER 1973

Par 1 - 1182.69 Ac  
 Par 2 - 84.10 Ac  
 Par 3 - 405.00 Ac  
 Par 4 - 138.00 Ac  
 Par 5 - 208.86 Ac  
 Total 2018.65 Ac

**LEGEND**  
 3 STRAND BARB WIRE FENCE TO BE INSTALLED BY LESSEE  
 CRISTIANITOS ROAD and LESSEES ACCESS TO LEASE PARCELS 1 and 4



RANCHO SANTA MARGARITA  
**EXHIBIT "A"**

NO.	AMENDMENT, REVISION OR CORRECTION	DATE	APPROVED
EFD DWG No.	DEPT OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND WESTERN DIVISION, SAN BRUNO, CALIF.		
DRAWN BY	CAMP PENDLETON, CALIFORNIA		
CHECKED BY	EXISTING PARK & RECREATION AREAS		
DATE	SCALE		NAVFAC DWG. NO.
 DIRECTOR REAL ESTATE DIVISION FOR COMNAVSTA SAN BRUNO			SHEET 1 OF 1

As of 3rd Amendment

Don No. 246 attachment

ATC 246