

CURRENT BALBOA PARK LEASES

RECOGNIZED CULTURAL CONTRIBUTIONS

Balboa Park has a unique status and history providing a mix of cultural and recreational activities serving the nation, state and city. Over the years, the value of the cultural institutions within the park has been recognized repeatedly in planning documents, leases and use permits approved by the City of San Diego. A sampling of those documents and their relevant provisions demonstrates that the City has long considered the services of Balboa Park institutions to be "invaluable."

1. BALBOA PARK MASTER PLAN:

§ Introduction (The Vision, p.3):

"If the plan had one underlying vision statement, however, it could be: 'To nurture and enhance the cultural, recreational and passive resources of the Park to meet the needs of the region and surrounding community, while respecting its physical, cultural and historical environment.'"

§ Design Principles (Goals, Objectives, and Design Principles, p. 7):

"The following major goals will serve as the foundation for the Balboa Park Master Plan: ... Preserve and enhance the mix of cultural, and active and passive recreational uses within Balboa Park that serve national, regional, community and neighborhood populations."

§ Land Use (Park Tenancy, p.8):

"Only those individuals, organizations or activities whose function contributes to either the visitor experience, support services, or on-site operations and maintenance of the Park shall be considered for tenancy or renewal of lease."

2. CENTRAL MESA PRECISE PLAN:

§ Executive Summary (Precise Plan Context, p.1):

"[Balboa Park] is an urban park that is home to significant cultural groups, museums, galleries, theaters, and community events. It is a regional park that has significance because of the unique character of its physical environment. The Central Mesa's historic, cultural and natural significance combine to create one of the world's great parks."

§ Executive Summary (Management, p.4):

"The goal of this section is to develop and fund effective management programs in such areas as: ... Park Facilities B Coordination of tenant lease reviews and development of programs to assist organizations who lease facilities to meet their stated objectives."

§ Introduction (Purpose of the Precise Plan, p.7):

"The goals of the Master Plan are stated as follows: ...Preserve and enhance the mix of cultural, and active and passive recreational uses within Balboa Park that serve national, regional, community and neighborhood populations."

§ Introduction (Overview of the Central Mesa, p.13):

"The Central Mesa is a cultural center for the region. It is home to culturally significant community organizations, museums, galleries and theaters."

3. **TIMKIN MUSEUM OF ART:**

§ First Recital:

"It is the desire of the City Council to improve the recreational, cultural and educational facilities in Balboa Park and to encourage the development and public use of said park. The FOUNDATION owns valuable works of art now on exhibition in important public galleries in other cities, and upon the conditions and agreements herein contained is willing to construct and has the means to construct an art gallery in Balboa Park and bring its works of art to San Diego and place them on exhibition in such gallery. The parties believe that this will enhance the cultural facilities of the park, that it is a proper use thereof, and will be for the best interests of the CITY and its people."

4. **STARLIGHT THEATRE:**

§ Section III (CONSIDERATION):

"A. Theatrical Performances. In consideration for the granting of this lease, Lessee shall conduct a minimum of 24 theatrical performances annually, including but not limited to the regular summer season.

If Lessee fails to produce or present the minimum number of theatrical performances during any one-year period of the term hereof and after completion of improvements as required hereinbelow, the City may, at the Council's sole discretion, terminate this Agreement."

5. **HOSPITALITY HOUSE:**

§ Section 1 (USES):

"1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of operating and maintaining the premises on a preferential but nonexclusive basis as a social, cultural, and educational center for the reception of the citizens of San Diego and visitors, with the right to distribute and/or sell tourist information regarding Balboa Park and San Diego,"

6. **SAN DIEGO MUSEUM OF ART:**

§ Section 1 (USES):

"1.02 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of operation and maintenance of an art museum, including gift shop, Sculpture Garden Restaurant, and incidental purposes as may be approved in writing by the City Manager."

7. **SAN DIEGO MUSEUM OF MAN:**

§ Recitals C, D, E, F and G:

"C. WHEREAS, the Charter of the City of San Diego, Section 64, makes provision for the appropriation of monies for the support of institutions of an educational, scientific, historical or cultural character; and

"D. WHEREAS, since 1915 the Museum has operated an anthropological museum on the Premises, which museum has been devoted to educational programs, historical and cultural displays, scientific research and the preservation of artifacts. The Museum has been, and is, open to the public and actively participates in educational programs sponsored by the City; and

"E. WHEREAS, City recognizes that the operation and maintenance of an anthropological museum in Balboa Park by Museum will provide an invaluable asset to the City as a tourist attraction and a beneficial recreational and educational facility for the residents of the City; and

"F. WHEREAS, Museum will operate exhibits in buildings in the public interest, and will maintain and expand their exhibits and research material at no capital cost to the City; and

"G. WHEREAS, it is in the best interest of City that Museum, being well-qualified and competent, manage and operate the Premises in the manner herein set forth; and"

8. **SAN DIEGO AEROSPACE MUSEUM:**

§ Recitals C, D, E and F:

"C. WHEREAS, the Charter of the City of San Diego, Section 64, makes provision for the appropriation of monies for the support of institutions of an educational, scientific, historic and cultural character; and

"D. WHEREAS, City recognizes that the operation and maintenance of an Aerospace Historical Center in Balboa Park by Partners will provide an invaluable asset to the City as a tourist attraction and a beneficial recreational and educational facility for the residents of the City; and

"E. WHEREAS, Partners will operate exhibits in Building in the public interest, and will maintain and expand their exhibits and research material at no capital cost to the City; and

"F. WHEREAS, it is in the best interest of City that Partners, being well-qualified and competent, manage and operate the premises in the manner herein set forth."

9. **OLD GLOBE THEATRE:**

(a) Lease dated 4/2/84; Section IV (CONSIDERATION):

"A. Theatrical Performances. In consideration for the granting of this Lease, Lessee shall conduct a minimum of two hundred (200) theatrical performances annually. Said minimum number of performances shall include the annual Summer Shakespeare Festival. For the purposes of this lease agreement 'Theatrical Presentations' shall be construed to mean those events open to the general public and whose primary intent is to provide entertainment and elicit an aesthetic response. Presentations of this type shall include, but are not necessarily limited to, stage plays, musicals, concerts, operas, live and closed circuit television broadcasts and films."

(b) Lease dated 8/6/79; Section III (CONSIDERATION):

"A. Theatrical Performances. In consideration for the granting of this lease, Lessee shall conduct a minimum of 200 theatrical performances annually. Said minimum number of performances shall include the annual Summer Shakespeare Festival.

"B. Use of Facility. City shall require the lessee to use the facility for a period of five (5) years as a recreational center by presenting at the facility Student Previews of the Shakespeare Festival commencing with the first year during which the building referred to in paragraph III C hereof is completed. During said five year period, City shall require lessee to use its best efforts to present Shakespeare plays to student audiences totaling 1,500 over 12 performances each year, with approximately 50% from County schools (schools in other than the 14 incorporated cities in San Diego County). Lessee shall charge a reduced fee admission charge for such performances."

10. **SAN DIEGO JUNIOR THEATER:**

§ First Two Recitals of Special Use Permit:

"WHEREAS, CITY desires to provide facilities to its citizens, guests, noncommercial local societies, clubs and organizations engaged in civic, social educational, cultural, recreational or philanthropic work or activities,

"WHEREAS, PERMITTEE is such an organization and, in the promotion and sponsorship of such activities, revenues are generated from voluntary contributions, special events, membership dues and fund-raising projects."

11. **SAN DIEGO AUTOMOTIVE MUSEUM:**

§ Recitals D and E:

"D. WHEREAS, City recognizes that the construction, operation, and maintenance of an automotive museum in Balboa Park by Corporation will provide an invaluable asset to the City as a tourist attraction and a beneficial recreational and educational facility for the residents of the City; and

"E. WHEREAS, it is in the best interest of City that Corporation, being well-qualified and competent, manage and operate the premises in the manner herein set forth."

12. **CENTRO CULTURAL DE LA RAZA:**

§ Section 1 (USES):

"1.02 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of office quarters, committee meetings, cultural activities such as dances, art and graphic workshops, shows and exhibits, public and civic activities for providing better understanding and race relations and for no other purpose."

13. **SAN DIEGO HALL OF CHAMPIONS:**

§ Recitals B, C and D:

"B. It is to the best interests of City that Corporation, being well qualified and competent, manage and operate a public museum known as the SAN DIEGO HALL OF CHAMPIONS, INC., herein called 'Museum', in part of the Building in the manner herein set forth. The part of the Building which the Corporation would manage and operate as the Museum is described in Exhibit 'A' attached hereto and made a part hereof by this reference. Such part of the Building is herein called 'part of the Building'.

"C. The Charter of the City of San Diego, Section 64, makes provision for the appropriation of monies for the support of institutions of an educational, scientific, historical and cultural character and authorizes City to execute agreements with respect to the use or such institutions.

"D. The Corporation has been operating the SAN DIEGO HALL OF CHAMPIONS, INC., in the public interest; and has maintained and greatly expanded their exhibit and research materials at no capital cost to City."

14. **SAN DIEGO SPACE AND SCIENCE FOUNDATION (FLEET SPACE CENTER):**

(a) Section 3 (RENT):

"3.1 Rent. In lieu of cash rent, the consideration to CITY shall be LESSEE'S development, continuous operation, and maintenance of the premises during the entire lease term at no cost to CITY, other than CITY maintenance responsibilities specified in Section 6.3 hereof, in accordance with the General Development Plan referenced in Section 6.12 hereof."

(b) Second Recital (Original Lease B 4/10/71):

"WHEREAS, City and County are of the opinion that, within the area (hereinafter called 'Site') shown and described on attached Exhibit 'A', hereby made a part hereof, the property should be developed as a planetarium facility to be used for public educational and recreational purposes, together with appurtenances or appurtenance works necessary or convenient therefor, parking facilities, malls, walks, walkways, other site improvements and landscaping."

15. **RAILROAD:**

§ Section 1 (USES) B Percentage Lease (9/98):

"1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of operation and maintenance of a miniature railroad, providing rides to the general public, sale of railroad-motif souvenir items, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever."

16. **ZOOLOGICAL SOCIETY OF SAN DIEGO:**

§ Article I (RECITALS) [First Five Recitals]:

"WHEREAS, SOCIETY for over sixty years has maintained and operated zoological gardens in a portion of Balboa Park, herein called 'GARDENS,' with the consent of and under agreement with CITY; and

"WHEREAS, SOCIETY, has through its efforts gathered numerous animals, birds, reptiles and plants into one of the finest collections on exhibition in the world; and

"WHEREAS, SOCIETY, by virtue of its maintenance and of operation of the exhibits in the GARDENS, has performed services of immense benefit and value to The City of San Diego and its inhabitants; and

"WHEREAS, CITY acknowledges that the continued management, maintenance and operation of the GARDENS provides an invaluable asset to the CITY as a tourist attraction and a beneficial recreational facility for the residents of the City; and

"WHEREAS, CITY desires to continue to avail itself of the services of SOCIETY, its trustees, members and employees, for the purpose of management, maintenance and operation of the GARDENS; and"

17. **BALBOA PARK CAROUSEL:**

§ Section 1 (USES):

"1.02 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of operation of a carousel amusement facility and kiddy airplane rides and the sale of carousel-motif souvenir items, such as clothing and novelties, and similar items in the area shown in Section 9.03 herein, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever."

18. **JAPANESE FRIENDSHIP GARDEN SOCIETY OF SAN DIEGO:**

§ Recital:

"WHEREAS, City Recognizes that the construction, operation and maintenance of a Japanese Garden in Balboa Park by Society will provide an invaluable asset to the City as a tourist attraction and a beneficial recreational and educational facility for the residents of the city as well as a demonstration of the respect, admiration and affection of the citizens of San Diego for the people and culture of Japan;"

19. **SAN DIEGO SOCIETY OF NATURAL HISTORY:**

§ Section 1 (CONDITIONS/USES):

"1.3 Use by LESSEE. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of development, operation, and maintenance of a natural history museum, including a gift shop, theater and snack bar...."

§ Section 3 (RENT):

"3.1 Rent. In lieu of cash rent, the consideration to CITY shall be LESSEE's development, continuous operation, and maintenance of the premises during the entire lease term at no cost to CITY, other than CITY maintenance responsibilities referenced in Section 6.3 hereof...."

20. **SAN DIEGO HISTORICAL SOCIETY:**

§ Recitals B, C and D:

"B. It is to the best interests of City that Corporation, being well qualified and competent, manage and operate a public museum known as the San Diego History Museum, herein called "Museum," in part of the Building in the manner herein set forth.

"C. The Charter of the City of San Diego, Section 64, makes provision for the appropriation of monies for the support of institutions of an educational, scientific, historical and cultural character.

"D. The Corporation has been operating the Junipero Serra Museum and the Villa Montezuma in the public interest; and has maintained and greatly expanded their exhibit and research materials at no capital cost to City."