

**“Lease for Park and Recreational Purposes
Pursuant to Section 104.15 of the Streets and Highways Code”**

This form of lease is to be used in those cases involving only excess lands leased pursuant to Section 104.15. This format is not applicable to properties which constitute a combination of nonoperating right of way under the terms of the Marler-Johnson Highway-Park Act of 1969 and excess lands.

This lease format including Clauses 1 through 15 shall serve as a guideline for preparation of leases by the District. Note that Clause 2 dealing with termination and Clause 7 dealing with liability insurance contain optional clauses.

Instructions for use of lease format:

Preamble Clause –

This clause including exhibit map and description shall be used in all leases.

Clause 1 – Term

Due to the long term of the lease, commencement dates should be established at the first day of a month rather than a specific day within a monthly period. Commencement date should be left blank to allow for necessary action by the California Transportation Commission and is to be filled in after submission to the Director.

Clause 2 – Termination

Optional termination clauses are provided. These are identical except for the provision regarding severance damages to property purchased in connection with the lease premises. In those cases where the State requires the local agency to purchase adjoining property pursuant to the terms of the Act, the optional clause providing for severance damages in the event of termination shall be used. It is anticipated that in rare cases, modification of the termination clause used in conjunction with the leased premises may be requested. Such modifications shall be subject to the approval of the Division of Right of Way and the Director of Transportation. No modifications of Paragraphs A, B, or C will be permitted.

Clause 3 – Rental

Rent will normally be paid annually in advance. In very rare cases where the rental rate is high, provision may be made for monthly payments.

Clause 4 – Improvements, Repairs, Maintenance and Use of the Property
Dates to be used and this clause shall conform to the criteria established by the California Transportation Commission which requires commencement of construction within two years of approval of plans and completion of construction within three years of plan approval.

Clause 6 – Water Pollution Control
Attach the Stormwater Pollution Prevention Fact Sheet for Parks and Recreation to the lease. The Fact Sheet can be found in the Right-of-Way Property Management and Airspace Guidance Manual. It is also available on the Right of Way Storm Water Web site.

Clause 7 – Liability Insurance
Optional clauses are provided for liability insurance. The long form requiring purchase of liability insurance in the amount of not less than \$1 million shall normally be used. However, in those cases where the local agency has substantial financial responsibility and already carries liability insurance in excess of \$1 million, the short form optional may be used.

Clause 14 – Fair Employment Practices
Shall be used in all leases as minimum requirements. In those cases where the local agency must adhere to stricter practices and if requested, by the local agency, these additional requirements may be included in the lease.
