

COPY

COPY

**GROUND LEASE AGREEMENT
FOR
GRANT ELEMENTARY SCHOOL**

THIS GROUND LEASE AGREEMENT FOR GRANT ELEMENTARY SCHOOL [Lease] is made between THE CITY OF SAN DIEGO, a municipal corporation [City], and the SAN DIEGO UNIFIED SCHOOL DISTRICT, a public school district of the State of California [District], based on the following facts:

RECITALS

- A. On May 1, 1975, City and District entered a twenty-five year lease for property located at Grant Elementary School [School] owned by District. to enable the City to maintain a recreation field house owned by City and located on District land.
- B. City and District desire to continue this mutually beneficial arrangement by entering into this Lease for a new twenty-five year period.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Property.

District hereby leases to City and City leases from District, all of that certain District-owned real property situated in the City of San Diego, State of California, consisting of approximately 0.086 acre of land, as described in the site plan attached hereto as Exhibit "A" [Premises].

2. Term.

This Lease must be approved by the Board of Education of District and by the San Diego City Council. Accordingly, the term of this Lease shall commence on the first day of the calendar month following said approvals and execution hereof by District and City.[Effective Date] This Lease shall expire either twenty-five (25) years after the Effective Date or when the School is no longer operated by District, whichever event occurs first. A copy of the City Council's resolution approving this agreement is attached hereto as Exhibit "B" and incorporated herein by reference.

The parties intend to renew the term of this Lease if the School is still being operated by District at the end of the term. The parties agree to meet prior to the beginning of the twenty-third year of this Lease to re-evaluate respective needs, rights, and obligations of the parties under this Lease, to address issues regarding replacement of any improvements which may have served their useful

life, and to discuss extending the term of this Lease.

3. Consideration.

City and District acknowledge that good, valuable and adequate consideration exists in the mutual benefits enjoyed and the detriments incurred by City and District, as set forth in this Lease, for use of the premises and the provision by City of the recreation field house for children's recreational and child-care programs.

4. Use of Premises

- 4.1 The Premises are leased to City for the purposes of operating and maintaining a recreation center in the City's recreational field house located on the premises and/or to sublet the building and the premises for a children's recreational and child care program.
- 4.2 Improvements. District or City may make improvements to the Premises. However, no improvements shall be installed nor shall construction of any improvements begin, until plans and specifications are reviewed, approved, and signed by both parties, which approval shall not be unreasonably withheld.

5. Utilities and Maintenance

- 5.1 City shall pay for repairs, maintenance and service charges of all utilities servicing its building on the Premises at no cost to District.
- 5.2 City shall maintain its building on the Premises in a manner consistent with the City-wide standards of the Park and Recreation Department. District shall maintain its improvements on the Premises in a manner consistent with the standards promulgated by District. Both City and District shall conduct their respective maintenance obligations under this Lease in a timely and workmanlike manner.

6. Remedies

In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days following the service on the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty

(120) days after the service of written notice upon the defaulting party, the second party shall not terminate this Agreement pursuant to the default if the defaulting party immediately commences to cure the default and diligently pursues such cure to completion.

7. Insurance and Indemnification

7.1 **Indemnity.** District agrees to defend, indemnify, protect and hold City, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to District's employees, invitees, guests, agents, or officers, caused by the independent acts of District, its agents or employees in connection with the performance of this Lease and the use of the Premises or the City recreational field house. City agrees to defend, indemnify, protect and hold District, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's employees, invitees, guests, agents, or officers, caused by the independent acts of City, its agents or employees in connection with the performance of this Agreement and the use of the Premises or the City's recreational field house.

7.2 **Insurance.** City and District acknowledge and warrant that they are self-insured in compliance with the laws of the State of California, that their self-insurance covers persons acting on their behalf or under their control, and that their self-insurance covers their use of the Premises and the City's building as contemplated by this Lease. City further warrants that it will require that any sublessee of the Premises maintain adequate insurance to cover its use of the Premises and of the City's recreational field house. Such insurance shall name District and City as additional insured. The parties further warrant that they will notify the other party of any insurance coverage change at least thirty (30) days prior to the change in accordance with the notice provisions of this Lease. Any coverage change must be approved by the other party, which approval shall not be unreasonably withheld.

7.3 **Worker's Compensation Insurance.** City and District acknowledge and warrant that they maintain, and shall maintain for the term of this Lease, Worker's Compensation coverage as required by law.

8. Nondiscrimination.

District and City agree to not discriminate in any manner against any person or persons on the basis of race, color, gender, religion, national origin, ethnicity, sexual orientation, age, marital status, or disability in the providing of goods, services, facilities, advantages, and the holding and obtaining of employment. District and City further agree to not allow such discrimination by

others who are within their respective control and who from time to time may use the Joint Use Area with the permission and on the terms and conditions specified by either party.

9. Notices.

Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective (a) when delivered to the recipient by personal delivery or facsimile transmission, (b) on the second business day after mailing by certified or registered United States mail, return receipt requested, or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

City Manager
City of San Diego
202 "C" Street
San Diego, California 92101
Attention: Parks and Recreation Director
and
San Diego Unified School District
San Diego, California 92103-2682
Attention: Superintendent

10. General Provisions.

- 10.1 Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Lease.
- 10.2 Entry and Inspection.** District reserves and shall always have the right to enter the Premises for the purpose of viewing and ascertaining the condition thereof.
- 10.3 Time of the Essence.** Time is of the essence of each and all of the terms and provisions of this Lease.
- 10.4 Legal Proceedings.** The parties agree that the laws of the State of California shall be used in interpreting this Lease and will govern all disputes under this Agreement and will determine all rights hereunder.

- 10.5 Entire Agreement.** This Lease contains the complete expression and the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties, or inducements, either expressed verbally or implied except as are fully set forth herein. This Lease cannot be enlarged, modified, or changed in any respect except by written agreement between the parties, as provided for herein.
- 10.6 Severance.** If any part of this Lease is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.
- 10.7 Successors in Interest.** This Lease and all rights and obligations ~~contained~~ herein shall be in effect whether or not one or both parties to the Lease have been succeeded by another entity, and all rights and obligations of the parties signatory to the Lease shall be vested and binding on their successors' interest.

IN WITNESS WHEREOF, this Lease is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 296069 authorizing such execution, and by the San Diego Unified School District.

THE CITY OF SAN DIEGO,
A MUNICIPAL CORPORATION

By: [Signature]
Title: DEPUTY CITY MGR
Date: 2-14-01

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: [Signature]
Title: Louis M. Smith, Chief Operating Officer
Date: 9/26/01

APPROVED AS TO FORM AND
LEGALITY:

CASEY GWINN, CITY ATTORNEY

By: [Signature]
Deputy City Attorney

LEGALITY AND FORM APPROVED:

[Signature] 09-05-01
CORE GONZALES, Assistant General Counsel
San Diego Unified School District

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 9/26/01
[Signature]
Cheryl Ward, Board Action Officer,
Board of Education

296069

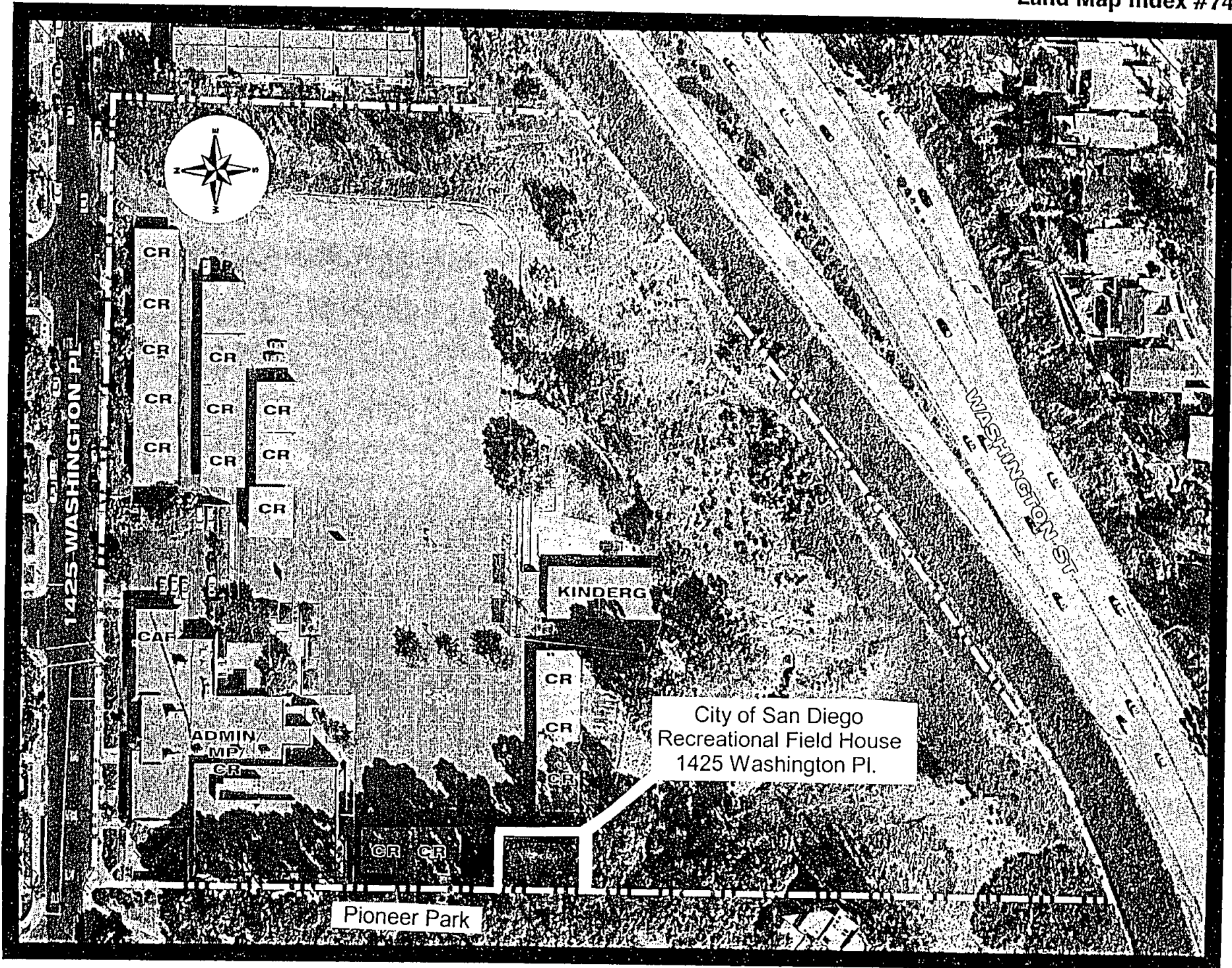


EXHIBIT 'A'- SITE MAP

RANDOLPH ST.

68

LARK ST.

443-69
SHT 1 OF 2

1" = 100'

WASHINGTON ST.

ST. 2

(PL)

CLOSED ST.

CLOSED ST.

ST.

JACKDAW

444
60

64

7.13 AC.

ELEMENTARY

SCHOOL

CONDOM.
DOC 78-25332
VILLA BAHIA

13 (SEE
SHT 2)
0.65 AC

STREET DOUGLASS

ST.

CLOSED ST.

GRANT

STREET INGALLS

POR. 1
POR. 2
POR. 3
POR. 4

WASHINGTON
FREEWAY
XI-50-77-RTE-FOR
OPENING

451
3

451
6

9-22-77

CHANGES

BLK OLD NEW YR CUT

1-8			
444-601			
444-602	9	75	795
444-603	10-12	75	10550
9	13	75	3713
10, 11	13	77	1146
13	APR	77	5897
13	CANON	78	330

CANC



SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 443 PAGE 69 MAPPED FOR ASSESSMENT PURPOSES ONLY
SHT 1 OF 2

MAP 334 - ARNOLD & CHOATE'S ADD

EXHIBIT "B"

SAN DIEGO CITY COUNCIL RESOLUTION

[To be provided.]

RESOLUTION No. 213150

Adopted on

MAY 1 1975

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the acceptance by the City Manager of that deed of the SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, executed in favor of The City of San Diego, bearing date of April 23, 1974, quitclaiming to said City that certain one-story, wood-frame building located on the westerly portion of the Grant Elementary School site, as more particularly described in said deed, be and the same is hereby approved.

That the City Clerk is hereby authorized and directed to deliver said deed, after acceptance by the City Manager, and a certified copy of this resolution to the Property Director of said City for further handling.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy

HOW: nr
3-31-75
Job: 11127
Or. Dept. Prop.

FILED
CITY CLERK
MAY 1 1975
SAN DIEGO, CALIF.

NO FE

Passed and adopted by the Council of The City of San Diego
on May 1, 1975, by the following vote:

YEAS: Johnson, Hubbard, Williams, Morrow, Martinst, Ellis,
Haro, Wilson.

NAYS: None.

ABSENT: O'Connor.

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By KATHLEEN MARTINEZ, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 213150
passed and adopted by the Council of The City of San Diego,
California, on May 1, 1975.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By Kathleen Martinez, Deputy.

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

TO: **CITY ATTORNEY** FROM: **PROPERTY DEPARTMENT**

DATE: **March 1, 1975**

SUBJECT: **LEASE AGREEMENT AND QUITCLAIM DEED - CITY OF SAN DIEGO AND SAN DIEGO UNIFIED SCHOOL DISTRICT**

PREPARATION OF: ☒ RESOLUTIONS ☐ ORDINANCES ☐ AGREEMENTS ☒ OTHER

1) Authorizing the City Manager to execute a 25-year Lease Agreement with the San Diego Unified School District whereby City leases a 3,750 square foot parcel of land; and

2) Approving the City Manager's acceptance of a Quitclaim Deed conveyed by the San Diego Unified School District conveying that certain building located on said 3,750 square foot parcel to be utilized as a recreation fieldhouse.

RESOLUTION

SUPPORTING INFORMATION (INCLUDE ONLY INFORMATION NOT COVERED ON FORM 1072A. "USERS: SUPPORTING INFORMATION")

COST TO CITY: None

ACTION REQUESTED BY: Park and Recreation Director

DESCRIPTIVE LOCATION: Most westerly portion of the Grant Elementary School site, adjacent to Calvary Pioneer Neighborhood Park, South of Washington Place at Randolph Street.

ENVIRONMENTAL ASSESSMENT: Project exempt as per City of San Diego Guidelines as amended, February, 1974, implementing CEQA of 1970, Section V, Part A, Class 1, Existing Facilities. Class 1 exempts the operation, repair, maintenance or minor alteration of existing public structures and facilities involving negligible or no expansion of use beyond that previously existing.

HANDLING: DO NOT RECORD. Deliver document to Property Department, Attention Jane Humes, M.S. 51A, for further handling. City Clerk please forward three fully executed and notarized copies of lease agreement to the Property Department.

FOR INFORMATION CONTACT (NAME & MAIL STOP) TELEPHONE NO. **6020**

HAGAR/HUMES 51-A

CHECK IF "DOCKET SUPPORTING INFORMATION" ATTACHED ☒

10. COMPLETE FOR ACCOUNTING PURPOSES			ROUTING AND APPROVALS			
	BUDGETED	UNBUDGETED	ROUTE	APPROVING AUTHORITY	APPROVAL	DATE SIGNED
FUND	100		1	DEPARTMENT DIRECTOR	<i>[Signature]</i>	3/13/75
DEPT & FUNCTION	2-2-2			CLEARING AUTH.		
OBJECT ACCOUNT			X	PARK & REC.		
COST ACCOUNT			X	CLEARING AUTH.		
APPR ORGR NO			X	EOD	<i>[Signature]</i>	3/27/75
CIP NO	2100-00		X	CITY MANAGER	<i>[Signature]</i>	3/27/75
ESTIMATED COST				AUDITOR	<i>[Signature]</i>	3/27/75
Job 11177				CITY ATTORNEY		
cc: Docket w/dug				ORIGINATING DEPARTMENT		
			X	CITY MANAGER		
				CITY CLERK		

212450

MAY 1975

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

March 1, 1975

SUBJECT: Lease Agreement and Quitclaim Deed --- City of San Diego and San Diego Unified School District.

BACKGROUND (DOUBLE SPACE)

The San Diego Unified School District proposes to convey to the City, the former kindergarten building located on the Grant Elementary School site for the purpose of providing a recreation fieldhouse. The building will be conveyed by quitclaim deed at no cost to City with the City leasing the underlying land. The building, containing 1,806 square feet, does not meet the structural standards imposed by law for earthquake safety and therefore can no longer be used for school classroom purposes. The City has provided \$10,300 for improvements to the building consisting of utilities and a retaining wall.

The lease term is 25 years and may be renewed for five-year periods following the expiration of the term upon mutual agreement of City and the School District. No monetary consideration is being paid for the lease. City will pay and provide all utilities and custodial service.

FISCAL IMPACT: \$1,200 per year building maintenance, Park and Recreation Department Operating Budget.

75 APR - 2 AM 10

BYLINE (DEPUTY CITY MGR./PT. HEAD/AUTHOR INITIALS)

BLAIR/MACFARLANE/JH

SIGNATURES

Butler
ORIGINATING DEPT. HEAD

[Signature]
CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)

CM-1472A (10-72)

212:50

REV 11975

FOR COUNCIL DOCKET
(OF
5/1/75

CONSENT

R-75-2113: City-wide recreation needs survey by Model Cities staff.
(Reviewed by the Public Facilities and Recreation Committee on
April 21, 1975. Recommendation to adopt by a 5-0 vote.)

CONSENT

R-75-2153: Accepting a deed from San Diego Unified School District; and
R-75-2154: Authorizing 25-year lease agreement with San Diego School
District for a recreation fieldhouse.
(Reviewed by the Public Facilities and Recreation Committee on April 21,
1975. Recommendation to adopt by a 5-0 vote.)

ADOPTION

Drag racing at San Diego Stadium. (To be delivered to the City Clerk)
(Initiated by the Public Facilities and Recreation Committee on April 21,
1975. Recommendation to adopt by a 4-1 vote with District 13 dissenting.)

CONSENT

R-75-2086: Authorizing a Cooperative Agreement with the State of
California, the County of San Diego and the Comprehensive Planning
Organization for the conduct of a San Diego Regional Demonstration
Carpool Project (SDRDCP).

(Reviewed by the Transportation and Land Use Committee on April 15, 1975.
Recommendation to adopt by a 4-0 vote with District 5 absent.)

213150

MAY 11 1975

OFFICE OF CITY CLERK
SAN DIEGO, CALIFORNIA

DOCKET OF 54-715 **53**

Identifying Number: R-75-2154 (O-)
R-75-2153

(Reviewed by PUBLIC FACILITIES AND RECREATION COMMITTEE on 14-21-75
(Date: sample: 14-19-74)
Recommendation to ADCDT UNDER CONSENT
(adopt) (adopt as amended) (under consent) (introduce) (introduce
as amended) (other recommendations)

Districts 2, 4, 5, 6, and 7 voted yes. District(s) and
voted nay. District(s) and absent.)

(4/26/74 la)

Committee members: Districts 33, 4, 35, 66, and 77.

OFFICE OF CITY CLERK
SAN DIEGO, CALIFORNIA

DOCKET OF

Identifying Number: M- O-

213150

MAY 11 1975

A one-story, wood-frame building consisting of 2,806 square feet, built in 1917, located on the west (westerly) portion of the Grant Elementary School site, adjacent to Mission Hills Park, South of Washington Place at Randolph Street.

WITNESS my hand and seal this 23rd day of April, 1974.

Deputy Super-Intendant

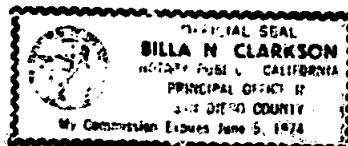
On this 23rd day of April, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Shannon, known to me to be the Deputy Superintendent, Administration of the San Diego Unified School District of San Diego County, California, and known to me to be the person who executed the within Instrument or a part of said political subdivision, and acknowledged to me that such political subdivision executed the same.

WITNESS my hand and official seal the day and year in this certificate first
above written.

DATE

THOSE: I GOT TO THE CITY MANAGER

Notary Public in and for the County of
San Diego State of California



Return to:

ASSISTANT PROPERTY AGENT
EDUCATION CENTER, ANNEX 1, ROOM 111
4100 NORMAL STREET
SAN DIEGO, CALIFORNIA 92103

1337

DUPLICATE ORIGINAL

DOCUMENT NO. 751201

BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN DIEGO, CALIFORNIA

FILED MAY 13 1975
OFFICE OF THE CLERK
SAN DIEGO, CALIFORNIA

LEASE AGREEMENT

THIS LEASE, entered into this 21st day of January, 1975 by and between the SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, a political subdivision in the State of California (hereinafter referred to as "District"), and THE CITY OF SAN DIEGO, a municipal corporation in the State of California (hereinafter referred to as "City");

W I T N E S S E T H :

For and in consideration of the promises and covenants contained herein, and pursuant to Section 16201, et seq. of the Education Code of the State of California, District hereby leases to City approximately 0.086 acre of land as shown on Exhibit "A," attached hereto and by this reference incorporated herein, and more particularly described as follows:

All that portion of Block 80, Arnold and Choate's Addition, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 334, filed in the Office of the County Recorder of said San Diego County on November 29, 1872 and more particularly described as follows:

Beginning at the Northwesterly corner of Lot 1, Block 1, of South Florence Heights, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 1396, filed in the Office of the County Recorder of said San Diego County on March 28, 1912; thence North 00° 07' 54" West along the Westerly line of said Block 80, Arnold and Choate's Addition, 112.00 feet more or less to the TRUE POINT OF BEGINNING; thence continuing along North 00° 07' 54" West, 75.00 feet; thence North 89° 52' 06" East, 50.00 feet; thence South 00° 07' 54" East, 75.00 feet; thence South 89° 52' 06" West, 50.00 feet to the TRUE POINT OF BEGINNING;

UPON THE FOLLOWING TERMS AND CONDITIONS:

1. PURPOSE: The purpose of the lease is to enable City to maintain a recreation fieldhouse owned by said City and located on the above-described land.
2. TERM: The term of this lease shall be twenty-five (25) years commencing from the date of execution hereof by City.
3. RENEWAL OF LEASE: This lease may be renewed and extended for five-year periods following the expiration of the term set forth in Section 2 above, by mutual written agreement of the parties hereto.
4. HOLD HARMLESS: City shall indemnify and hold harmless District, its officers, employees, and agents against all expenses, liability, and claims for damage to property or injury or death of persons resulting from wrongful or

negligent act or omission of City, its employees and agents.

5. UTILITIES AND MAINTENANCE: City shall order, obtain, and pay for all utilities to serve its recreation building and shall provide for its own custodial service. City shall maintain its recreation building at its own expense and at no expense to District.

IN WITNESS WHEREOF, City has caused this agreement to be executed by its _____ pursuant to Resolution No. 213149 of the Council of said City, and District has caused this agreement to be executed by its Deputy Superintendent, Administration.

SAN DIEGO UNIFIED SCHOOL DISTRICT OF
SAN DIEGO COUNTY, CALIFORNIA

By *Thomas A. Shannon*
Deputy Superintendent, Administration

THE CITY OF SAN DIEGO

By *Assistant to the City Manager*
ASSISTANT TO THE CITY MANAGER

I HEREBY APPROVE the form and legality of the foregoing Lease Agreement, this 13 day of May, 1975.

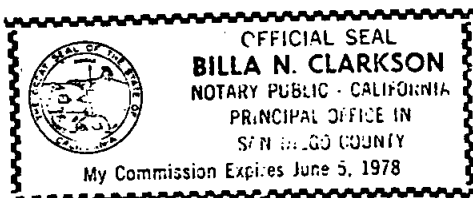
JOHN W. WITT, City Attorney

By *H. Valderburg*

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On this 21st day of January, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Shannon, known to me to be the Deputy Superintendent, Administration of the San Diego Unified School District of San Diego County, California, and known to me to be the person who executed the within Instrument on behalf of said political subdivision, and acknowledged to me that such political subdivision executed the same.

WITNESS my hand and official seal.

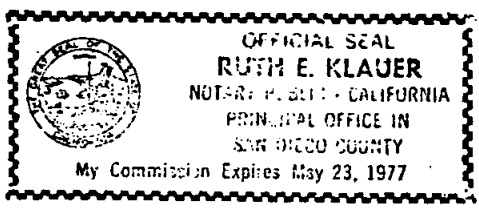


Billa N. Clarkson
Notary Public in and for said County of
San Diego, State of California

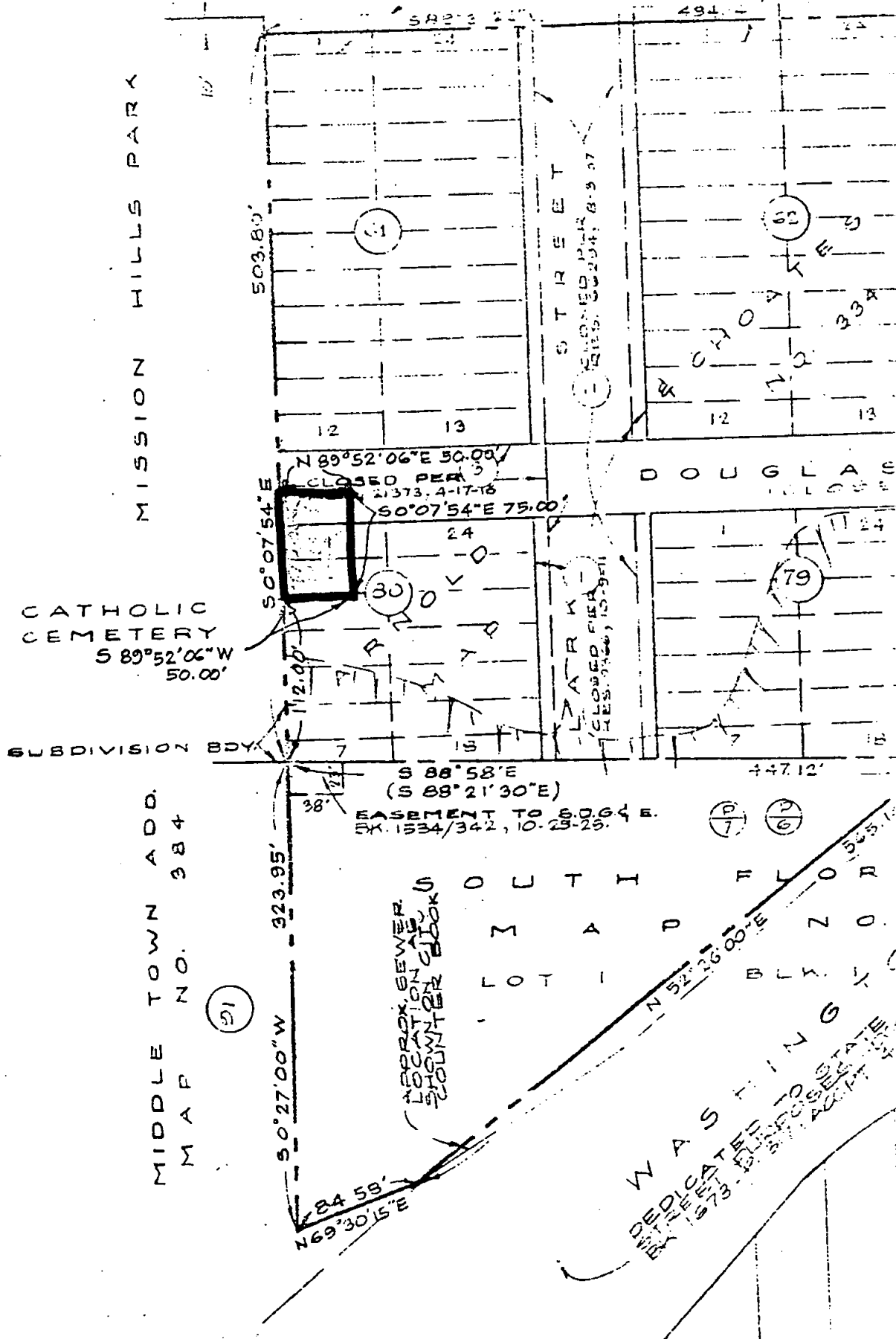
STATE OF CALIFORNIA,)
) SS.
COUNTY OF SAN DIEGO.)

On May 13th 1975, before me, the undersigned,
a Notary Public in and for said County and State, residing therein,
duly commissioned and sworn, personally appeared Martin Breslau
known to me to be the Asst. To the City Manager of The City
of San Diego, the municipal corporation that executed the within
instrument, and known to me to be the person who executed the
within instrument on behalf of the municipal corporation therein
named, and acknowledged to me that such municipal corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal,
in the County of San Diego, State of California, the day and year
in this certificate first above written.



Ruth E. Klauer
Notary Public in and for said San Diego
County, State of California.

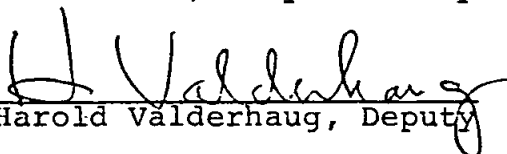


RESOLUTION No. 213149Adopted on MAY 1 1975

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Lease Agreement with the SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, whereby City leases a portion of Block 80, Arnold and Choate's Addition for a term of twenty-five years for a recreation fieldhouse, under the terms and conditions set forth in the form of lease agreement on file in the office of the City Clerk as Document No. 751082.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold Valderhaug, Deputy

HOV:nr
3-31-75
Aud.Cert.#6499
Or. Dept. Prop.
Job:11127

Passed and adopted by the Council of The City of San Diego
on May 1, 1975, by the following vote:

YEAS: Johnson, Hubbard, Williams, Morrow, Martinet, Ellis,
Haro, Wilson.

NAYS: None.

ABSENT: O'Connor.

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By KATHLEEN MARTINEZ, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 213149
passed and adopted by the Council of The City of San Diego,
California, on May 1, 1975.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By Kathleen Martinez, Deputy.

(Rev. 12/71)

lm

DOCUMENT NO. '751082

FILED MAY - 6 1975

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

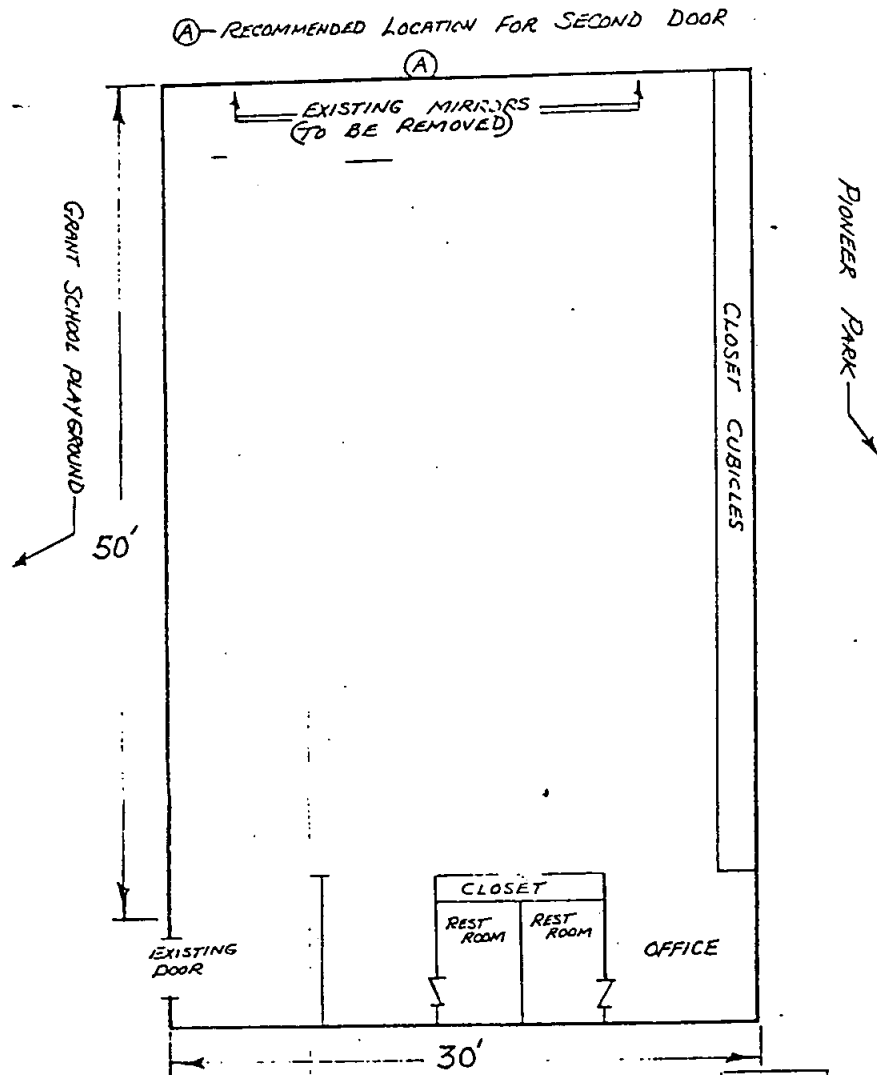
FORM OF:

213149

MAY 1 1975

EXHIBIT A

PIONEER PARK PLAYGROUND BUILDING (KID'S CORNER)



KIDS CORNER, 405 WEST WASHINGTON ST. #236 MAILING ADDRESS

BUILDING LOCATED ON SOUTHWEST CORNER OF GRANT
ELEMENTARY SCHOOL PLAYGROUND, 1425 W. WASHINGTON PLACE.

COPY

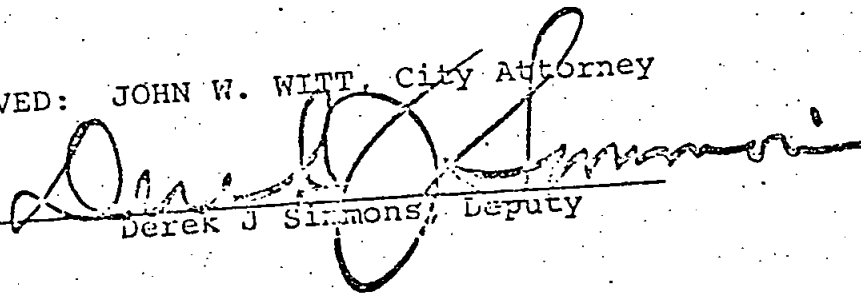
RESOLUTION No. 208141

Adopted on JUN 14 1973

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager be and he is hereby authorized to negotiate an agreement with the SAN DIEGO UNIFIED SCHOOL DISTRICT whereby the City will provide up to \$10,300 from Fund 100 for certain improvements to the former kindergarten classroom building at Grant Elementary School to make said building suitable for the purpose of conducting a recreation program at Calvary Pioneer Neighborhood Park which is adjacent to Grant Elementary School, said building will be assigned to the City by the School District following completion of the subject improvements.

APPROVED: JOHN W. WITT, City Attorney

BY  Derek J. Simmons, Deputy

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SAN DIEGO CITY SCHOOLS

OFFICE OF THE SUPERINTENDENT

EDUCATION CENTER

4100 Normal St, San Diego, Ca 92103

(714) 298-4681

April 24, 1974

Mr. Ed Mendoza
Recreation Director
The City of San Diego
Mail Station 9B

Dear Mr. Mendoza:

SALE OF REAL PROPERTY
Old Kindergarten Building Located on
Grant Elementary School Site

Pursuant to action taken by the Board of Education at its meeting on April 23, enclosed is a Quitclaim Deed conveying to The City of San Diego the former kindergarten building located on the Grant Elementary School site.

Since this building, although located on school-owned land, is not approved by the Office of Architecture and Construction of the Department of General Services of the State of California, it may not be used for school classroom purposes. We request, therefore, that you have a sign posted on the building to read:

PUBLIC NOTICE

THIS BUILDING IS THE PROPERTY OF THE CITY OF SAN DIEGO.
SINCE IT DOES NOT MEET THE STRUCTURAL STANDARDS IMPOSED
BY LAW FOR EARTHQUAKE SAFETY, IT MAY NOT BE USED FOR
SCHOOL PURPOSES.

POSTED IN ACCORDANCE WITH EDUCATION CODE, SECTION 15503.5.

It is my understanding that a copy of the proposed resolution of intention to lease the land underlying this building to The City of San Diego has been forwarded to you by the Property Department of The City of San Diego. Upon notification that the terms of this lease are acceptable, I shall have the matter placed upon the board agenda for action.

Very truly yours,

THOMAS A. SHANNON
Deputy Superintendent
Administration

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RECEIVED

MAY 1 1974

PARK AND RECREATION
DIRECTOR

RECEIVED

APR 29 1974

PARK AND RECREATION
DIRECTOR

QUITCLAIM DEED

The SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, for good and valuable consideration, does hereby quitclaim to THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California, all of its right, title and interest in and to all that real property situate in The City of San Diego, County of San Diego, State of California, described as follows:

A one-story, wood-frame building consisting of 1,806 square feet, built in 1917, located on the most Westerly portion of the Grant Elementary School site, adjacent to Mission Hills Park, South of Washington Place at Randolph Street.

WITNESS my hand and seal this 23rd day of April, 1974.

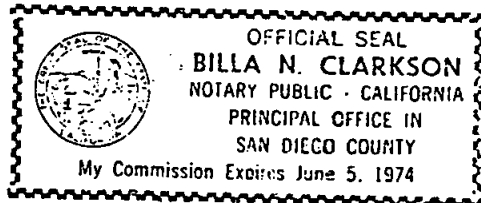
[Signature]
Deputy Superintendent, Administration

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On this 23rd day of April, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Shannon, known to me to be the Deputy Superintendent, Administration of the San Diego Unified School District of San Diego County, California, and known to me to be the person who executed the within Instrument on behalf of said political subdivision, and acknowledged to me that such political subdivision executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

Bill D. Chapman
Notary Public in and for the County of
San Diego, State of California



BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN DIEGO, CALIFORNIA

537

In the Matter of Intention to Sell Real)
Property Owned by the San Diego Unified)
School District, No Longer needed for)
School Classroom Buildings, to The City)
of San Diego)

RESOLUTION

On motion of Member Smith, seconded by Member Halfaker,
the following Resolution is adopted:

WHEREAS, the San Diego Unified School District of San Diego County,
California, is the owner of certain real property, more particularly hereinafter
described; and

WHEREAS, in the judgment of this Board said real property is no longer
needed for school classroom buildings by said District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the San Diego
Unified School District of San Diego County, California, that pursuant to
Sections 16201 to 16203 inclusive of the Education Code of the State of
California, this Board finds that the following-described real property owned
by said District is no longer needed for school classroom buildings by said
District:

A one-story, wood-frame building consisting of 1,806 square
feet, built in 1917, located on the most Westerly portion of
the Grant Elementary School site, adjacent to Mission Hills
Park, South of Washington Place at Randolph Street.

BE IT FURTHER RESOLVED that this Board hereby declares its intention to
sell said real property to The City of San Diego, a Municipal Corporation in
the County of San Diego, State of California, for good and valuable consideration,
and will convey title by Quitclaim Deed.

BE IT FURTHER RESOLVED that a public meeting of this Board be held at its
regular place of meeting, 4100 Normal Street, San Diego, California, on
April 23, 1974 at 3:00 o'clock p.m., at which time and place any person desiring
to protest said proposed sale may appear and be heard.

BE IT FURTHER RESOLVED that notice of the adoption of this Resolution and
of the time and place of holding said meeting shall be given by publishing the
Notice of Intention to Sell not less than once a week for three (3) successive
weeks prior to said meeting in the SAN DIEGO DAILY TRANSCRIPT, a newspaper of

general circulation, published in said District, cost of said publication to be paid by The San Diego Unified School District.

PASSED AND ADOPTED by the Board of Education of the San Diego Unified School District of San Diego County, California, this 26th day of March, 1974.

LEGALITY AND FORM APPROVED:

RAUL D. STERN, Schools Attorney

Raul D. Stern
RAUL D. STERN

San Diego Deputy Schools Attorney
San Diego Unified School District
4100 Normal Street
San Diego, California 92103
Tel. (714) 293-4531

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Members of the Board of Education of the
San Diego Unified School District