

ORIGINAL

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FLAT RATE LEASE

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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

SECTION

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FLAT RATE LEASE
Approved by Council Resolution
No. R-254702 dated JUL 27 1981

THIS LEASE AGREEMENT is executed by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY" and THE JEWISH COMMUNITY CENTER OF SAN DIEGO, hereinafter called "LESSEE."

I. DEMISED PREMISES

CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described and delineated on Exhibit "A", attached hereto, and by this reference made part of this agreement. Said real property is hereinafter called the "premises."

- A. PERMITTED USE. Said premises are leased to LESSEE only for the purpose of construction, operation and maintenance of the premises and building as a community center for park, recreational, cultural and educational activities for the benefit of Jewish Community Center members and the residents of the City of San Diego, without discrimination, as to race, color, creed or religion and for such other related or incidental purposes as may first be approved in writing by the CITY and for no other purpose.
- B. OBLIGATION TO DILIGENTLY USE. LESSEE covenants to use said premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof.
- C. RELATED COUNCIL ACTIONS. By the granting of this lease, the City Council of The City of San Diego is not obligating itself with regard to any other discretionary action relating to development or operation of said premises. Such discretionary action includes, but is not limited to, rezonings, variances, environmental clearances or any other governmental agency approvals which are required.

II. TERM OF AGREEMENT

- A. COMMENCEMENT AND TERMINATION. The term of this agreement shall be fifty (50) years commencing on the first day of the calendar month following execution by the City Manager.

- B. SURRENDER OF PREMISES. At the expiration or earlier termination of this lease, LESSEE shall execute, acknowledge and deliver to CITY, within five days after written demand by CITY, a valid and recordable Quitclaim Deed covering all of the leasehold premises. The leasehold premises shall be delivered free and clear of all liens and encumbrances.

III. CONSIDERATION

- A. RENT. The LESSEE shall pay to CITY the sum of One Dollar (\$1.00), receipt of which is acknowledged, for the entire term of this lease.
- B. INSPECTION OF RECORDS. Whenever CITY desires to inspect the records and accounts of LESSEE in order to determine LESSEE'S compliance with the terms of this agreement, CITY shall have the right at all reasonable times to inspect any records pertinent to the subject under study. LESSEE agrees to cooperate in such inspection and to make the pertinent records available to CITY at LESSEE'S place of business in the City of San Diego.
- C. DEVELOPMENT AS ADDITIONAL CONSIDERATION. LESSEE agrees as additional consideration to develop the leased premises in accordance with the City-approved Development Plan described in Section IV, B 8, Development of this agreement, and shall erect and operate facilities on said land in accordance with the schedule shown on Exhibit "B" attached hereto. Said construction and development shall be in accordance with plans and specifications to be approved by the City Manager.
- D. OPERATION AND MAINTENANCE. LESSEE also agrees as additional consideration, to operate and maintain the premises throughout the lease term to the satisfaction of the City Manager.

IV. COVENANTS AND CONDITIONS

A. CITY COVENANTS.

1. Quiet Possession. LESSEE, paying the said rent and performing the covenants and agreements herein, shall and may at all times during the said term peaceably and quietly have, hold, and enjoy the said premises for the term hereof. If CITY for any reason whatsoever cannot deliver possession of the said premises to LESSEE at the commencement of said term as hereinbefore specified, or if LESSEE is dispossessed through action of a title superior to CITY'S, then and in either of such events, this lease shall not be void or voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the rent covering the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the demised premises.
2. Assignment and Subletting. LESSEE shall not be permitted to assign this lease. Any subleasing of any portion of the leased premises must have prior written approval of the City Manager.
3. Right to Encumber. CITY does hereby consent and agree that LESSEE may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security type instrument to assure the payment of a promissory note or notes of the LESSEE. Provided, however, that the proceeds of any financing or refinancing shall be used exclusively for development of the leased premises for uses authorized herein. CITY further agrees that in the event said deed of trust or mortgage or other security type instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure the CITY will accept the mortgagee or beneficiary thereof, if reputable, qualified and financially responsible, such as a State or Federal regulated financial institution, as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease contract. In the event said mortgagee or beneficiary desires to assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of CITY, CITY hereby agrees that upon the filing of an application for consent to such assignment, CITY will give its consent thereto.

B. LESSEE COVENANTS.

4. Affirmative Action. LESSEE agrees to take affirmative action to improve employment opportunities of minorities and women. When applicable, LESSEE agrees to abide by the Affirmative Action Program for Lessees as it now exists or is hereafter amended. A copy of the program, effective as of the date of this agreement, is on file in the Office of the City Clerk as Document No. 746205 and by this reference is incorporated herein. Minorities are presently defined as Mexican-American, Black, Filipino, American Indian and Asian/Oriental. The goal of this program shall be the attainment of the employment of minorities and women in all areas of employment in a total percentage of employment approximately equal to the total level of minority and women employment as established by the CITY for its Affirmative Action Program each year.

5. Compliance with Law. LESSEE agrees, at its sole cost and expense, to comply and secure compliance with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the said premises, or the operations conducted thereon, and to faithfully observe and secure compliance with, in the use of the premises, all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and to pay before delinquency all taxes, assessments, and fees assessed or levied upon the LESSEE or the leased premises including the land and any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by LESSEE or by reason of the business or other activities of LESSEE upon or in connection with the leased premises. LESSEE recognizes and understands that this lease may create a possessory interest subject to property taxation and that the LESSEE may be subject to the payment of property taxes levied on such interest. LESSEE further agrees that such tax payment shall not reduce any rent due the CITY hereunder and that any such tax shall be paid by the LESSEE before becoming delinquent. The judgment of any court of competent jurisdiction, or the admission of LESSEE or any sublessee or permittee in any action or proceeding against them, or any of them, whether CITY be a party thereto or not, that LESSEE, sublessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between CITY and LESSEE.
6. Construction/Alterations. LESSEE agrees not to construct or install any buildings or structures on said premises or otherwise improve or alter said premises in any manner except in accordance with plans and specifications previously submitted to the City Manager and approved by him in writing. LESSEE shall not make any major structural or architectural design alterations to approved buildings, structures or improvements installed on said premises except in accordance with plans and specifications previously approved in writing by the City Manager. This provision shall not limit or set aside any obligation of LESSEE under this lease to maintain said premises in a decent, safe, healthy and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make any improvements or alterations to said premises or to assume any expense therefor.

7. Construction Bond. LESSEE agrees to file with CITY, prior to commencement of any construction performed upon the premises a faithful performance bond in the amount of 100% of the construction costs of the work to be performed. Said bond may be in cash or may be a corporate surety bond satisfactory to CITY or in a combination of both. Said bond shall insure that the construction commenced by LESSEE shall be completed in accordance with approved plans, or at option of the CITY, that the uncompleted construction be removed and the premises restored to a condition satisfactory to CITY. The surety bond will be filed with CITY and any cash used as a part of the bond may be deposited with CITY to be held in trust for the purpose specified above or may be placed in an escrow or other trust approved by CITY. Upon application by LESSEE, CITY may waive this requirement to file a bond. In the event that LESSEE fails to file any such required bond, this lease may be terminated by CITY.
8. Development. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager prior to the execution of this lease and filed in the Office of the City Clerk. To the extent applicable to the proposed development, said plan shows the design, materials of construction, elevations and colors of all structures, the plot plan of all structures and above-ground improvements, the uses of all facilities, the schedule of development, the estimated construction costs and financing plan and such other factors as are necessary or desirable in the opinion of the City Manager. The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk.
9. Indemnity. LESSEE agrees that CITY, its agents, officers and employees, shall not be liable for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of LESSEE, its sublessees or representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other person whomsoever, nor for personal injuries to, or deaths of any persons, whether alleged to have been caused by or resulting from any acts or omission of LESSEE or its sublessees in or about the leased premises, or any act or omission of any person or from any defect in any part of the leased premises or from any other cause or reason whatsoever. LESSEE agrees to indemnify and save free and harmless CITY and its authorized agents, officers, and employees against any of the foregoing alleged liabilities and any costs and expenses incurred by CITY on account of any claim or claims therefor.

10. Insurance Coverage. During the entire term of this lease, LESSEE agrees to procure and maintain public liability insurance which names CITY as an additional insured with an insurance company satisfactory to CITY licensed to do business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of CITY or LESSEE, its sublessees or any person acting for CITY, or LESSEE or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of CITY, or LESSEE, or its sublessees, or any person acting for CITY or LESSEE, or under its control or direction. Such property damage and public liability insurance shall also provide for and protect CITY against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this lease in the amount of not less than ONE MILLION DOLLARS COMBINED SINGLE LIMIT LIABILITY. LESSEE agrees to submit a policy of said insurance to the CITY on or before the effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company shall not terminate, cancel or limit said policy in any manner without at least thirty days prior written notice thereof to CITY. If the operation under this agreement results in an increased or decreased risk in the opinion of the City Manager, then LESSEE agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. LESSEE agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the LESSEE may be held responsible for the payment of damages to persons or property resulting from LESSEE'S activities, the activities of its sublessees or the activities of any person or persons for which LESSEE is otherwise responsible.

LESSEE also agrees to procure and maintain during the entire term of this lease, a policy of fire, extended coverage and vandalism insurance on all permanent property of an insurable nature located upon the leased premises. Said policy shall name the CITY as an additional insured and shall be written by an insurance company satisfactory to CITY licensed to transact business in the State of California and shall be in an amount sufficient to cover at least 100% of the replacement costs of said property. LESSEE agrees to submit a certificate of said policy to the CITY on or before the effective date of this lease. Said policy shall contain a condition that it is not to be terminated or cancelled without at least thirty (30)

days prior written notice to CITY by the insurance company. LESSEE agrees to pay the premium for such insurance and shall require that any insurance proceeds resulting from a loss under said policy are payable jointly to CITY and LESSEE and said proceeds shall constitute a trust fund to be reinvested in rebuilding or repairing the damaged property or said proceeds may be disposed of as specified in Section IV, 16, Waste, Damage or Destruction, hereof; provided, however, that within the period during which there is in existence a mortgage or deed of trust upon the leasehold, then and for that period all policies of fire insurance, extended coverage and vandalism shall be made payable jointly to the mortgagee or beneficiary, the named insured, and CITY, and shall be disposed of jointly by the parties for the following purposes:

- a. As a trust fund to be retained by said mortgagee or beneficiary and applied in reduction of the debt secured by such mortgage or deed of trust with the excess remaining after full payment of said debt to be paid over to LESSEE and CITY to pay for reconstruction, repair, or replacement of the damaged or destroyed improvements in progress payments as the work is performed. The balance of said proceeds shall be paid to LESSEE.

Provided, further however, nothing herein shall prevent LESSEE, at its option and with the approval of said mortgagee or beneficiary, from filing a faithful performance bond in favor of said mortgagee or beneficiary and CITY in an amount equivalent to said insurance proceeds in lieu of surrendering said insurance proceeds to said mortgagee or beneficiary; and CITY.

- b. In the event that this lease is terminated by mutual agreement and said improvements are not reconstructed, repaired or replaced, the insurance proceeds shall be jointly retained by CITY and said mortgagee or beneficiary to the extent necessary to first discharge the debt secured by said mortgage or deed of trust and then to restore the premises in a neat and clean condition. Said mortgagee or beneficiary shall hold the balance of said proceeds for CITY and LESSEE as their interests may appear.

LESSEE agrees to increase the limits of liability when, in the opinion of CITY, the value of the improvements covered is increased, subject to the availability of such insurance at the increased limits. LESSEE agrees, at his sole expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering said premises, buildings and appurtenances.

11. Labor and Materialmen's Bond. LESSEE agrees to save CITY free and harmless, indemnify it against all claims for labor and materials in connection with improvements, repairs or alterations to the leased premises, and the cost of defending against such claims, including reasonable attorney's fees. In the event that improvements, repairs or alterations are constructed on the leased premises by other than the CITY, and a lien is filed, LESSEE agrees to file with CITY within five days a bond sufficient to pay in full all claims of all persons seeking relief under the lien. The bond shall be acknowledged by LESSEE as principal and by a corporation satisfactory to CITY licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety.
12. Legal Proceedings. LESSEE agrees that should it become necessary for CITY to commence legal proceedings to collect rent, recover possession, or enforce any other provision of this lease, the prevailing party will be entitled to legal costs in connection therewith, including reasonable attorney's fees as determined by the court. The parties agree that the law of the State of California shall be used in interpreting this lease agreement and will govern all disputes under this lease agreement and will determine all rights and obligations hereunder. Personal service either within or without the State of California shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of rights under this lease agreement.
13. Maintenance. LESSEE agrees to assume full responsibility for the operation and maintenance of said premises throughout the term hereof without expense to CITY unless otherwise specified herein, and to perform all repairs and replacements necessary to maintain and preserve said premises in a decent, safe, healthy and sanitary condition in a manner satisfactory to CITY and in compliance with all applicable laws. LESSEE agrees that CITY shall not be required to perform any maintenance, repairs or services or to assume any expense not specifically assumed herein in connection with said premises.

14. Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin in LESSEE'S use of the premises, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.
15. Utility Costs. LESSEE agrees to order, obtain and pay for all utilities and service and installation charges in connection therewith. All utilities installed by LESSEE shall be installed underground.
16. Waste, Damage or Destruction. LESSEE agrees to give notice to the CITY of any fire or other damage that may occur on the leased premises within ten days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash and rubbish in a manner satisfactory to the CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage, or LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to the CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage.

LESSEE agrees that preliminary steps toward performing repairs, restoration or replacement of the premises shall be commenced by LESSEE within thirty days and the required repairs, restoration or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenable by reason of such damage.

C. RESTRICTIVE CONDITIONS

17. Administration and Notices. Control and administration of this lease is under the jurisdiction of the City Manager of CITY as to CITY'S interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this lease or by law to be given or served upon CITY may

be given or served by registered letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, Attention Property Director, City Administration Building, 202 "C" Street, San Diego, California 92101. Any notice or notices provided for by this lease or by law to be given or served upon LESSEE, Mortgagee, Trustee or Beneficiary may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to said LESSEE at the leased premises or at such other address designated in writing by LESSEE, Mortgagee, Trustee or Beneficiary or may be personally served upon them or any person hereafter authorized by them to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal service or forty-eight hours after mailing in the manner required herein.

18. City Approval and Consent. The approval or consent of the CITY, wherever required in this agreement, shall mean the approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
19. Eminent Domain. In the event the leased premises or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then the interests of CITY and LESSEE (or Beneficiary or Mortgagee if there is a Trust Deed or Mortgage then in effect), in the award and the effect of the taking upon this lease agreement shall be as follows:
 - a. In the event of such taking of only a part of the leased premises, leaving the remainder of said premises in such location and in such form, shape and size as to be used effectively and practicably in the opinion of CITY for the conduct thereon of the operations permitted hereunder, this lease shall terminate and end as to the portion of the leased premises so taken as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased premises not so taken and from and after such date the contract rent, or in the event there is a minimum rent specified herein, then the minimum rental required by this lease to be paid by LESSEE to CITY shall be reduced in the proportion to which the value of the leased premises so taken bears to the total value of the demised premises; provided, however, CITY shall have the right, with the consent of LESSEE, to substitute like adjacent property and maintain the rent schedule without diminution.

- b. In the event of the taking of only a part of the leased premises, leaving the remainder of said premises in such location, or in such form, shape or reduced size as to render the same not effectively and practicably usable, in the opinion of CITY, for the conduct thereon of the operations permitted hereunder, this lease and all right, title and interest thereunder shall cease on the date title to said premises or the portion thereof so taken vests in the condemning authority.
 - c. In the event the entire leased premises are so taken, this lease and all of the right, title and interest thereunder shall cease on the date title to said premises so taken vests in the condemning authority.
 - d. In the event of any taking under Subparagraphs a, b, or c, hereinabove, the only portion of any award of compensation which shall be paid to LESSEE shall be the fair market value of LESSEE'S interest in the improvements placed upon that portion of the leased premises which are taken by the condemning agency. It is the intention of this provision that LESSEE shall not in any condemnation receive any bonus or penalty by reason of LESSEE'S contractual rights in connection with the property condemned.
 - e. Notwithstanding the foregoing provisions of this section, CITY may, in its discretion and without affecting the validity and existence of this lease, transfer the CITY'S interests in said premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by CITY, LESSEE shall retain whatever rights it may have to recover from the said authority the fair market value of LESSEE'S interest in the improvements taken by the authority and which LESSEE has placed upon the leased premises in accordance with the provisions of this lease.
20. Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy and sanitary condition, CITY shall have the right, after ten days written notice to LESSEE, to have any necessary maintenance work done for and at the expense of LESSEE and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done in order to keep said premises in a decent, safe, healthy and sanitary condition. Further, if at any time the CITY determines that said premises are not in a decent, safe, healthy and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a

LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy and sanitary. Said bond shall be in an amount adequate in the opinion of the CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

21. Holding Over. The occupancy of the demised premises after the expiration of the term of this agreement shall be construed to be a tenancy from month to month, and all other terms and conditions of this agreement shall continue in full force and effect.
22. Merger. The voluntary or other surrender of this lease by LESSEE, or a mutual cancellation thereof, shall not work a merger and shall, at the option of CITY, terminate all or any existing subleases or subtenancies or may, at the option of CITY, operate as an assignment to it of any or all such subleases or subtenancies.
23. Oral Representation. It is specifically understood and agreed hereby that this lease contains the complete expression of the whole agreement between the parties hereto, and that there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied by the said parties, except as are fully set forth herein; and further, that this lease cannot be enlarged, modified or changed in any respect except by written agreement duly executed by and between the said parties.
24. Ownership of Improvements. All improvements, except such fixtures as are hereinafter described on the attached addendum, which have been installed by LESSEE in accordance with the provisions of this agreement, shall at the option of CITY become the property of CITY upon expiration or sooner termination of this agreement. LESSEE shall have the right to remove from the demised premises only those fixtures described on the attached addendum at any time prior to the expiration or earlier termination of the agreement, provided that such removal would not, in the opinion of CITY, restrict the operation of the demised premises to the extent that the rent paid to CITY is reduced as a direct result therefrom. LESSEE'S removal of any of said fixtures shall be at LESSEE'S own expense and shall be conditioned upon LESSEE'S repairing any damage to the remaining improvements and upon LESSEE leaving the demised premises in good order and condition. In the event LESSEE does not so remove said fixtures

prior to the expiration of this agreement, CITY may remove, sell or destroy the same at the expense of LESSEE, and if the proceeds of the sale are not adequate, LESSEE shall promptly pay to CITY its reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to CITY'S property resulting from such removal, sale or destruction. At the option of CITY, any such fixtures not removed by LESSEE may be deemed abandoned and may be removed and sold by CITY and all income received by CITY therefrom shall be the property of CITY exclusively. Said addendum may be changed from time to time upon approval of the City Manager, without further resolution by the City Council.

25. Remedies of City.

a. Default by Lessee. In the event that:

- (1) LESSEE shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by LESSEE and shall fail to cure said default within thirty days following the service on LESSEE of a written notice from CITY specifying the default complained of; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against him any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

Then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE in or to the said premises or in or to further possession thereof and CITY may thereupon enter and take possession of said premises and expel LESSEE and all persons so claiming rights thereto. Provided, however, in the event that any default described in Part a, (1) of this section is not curable within thirty (30) days after the service of a written notice upon LESSEE, CITY shall not terminate this lease pursuant to said default if LESSEE immediately commences to cure said default and diligently pursues such cure to completion.

Provided, further, in the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall not terminate this lease until it first shall have served upon the mortgagee or beneficiary written notice of the default or defaults complained of, and the mortgagee or beneficiary shall have thirty (30) days from service of such notice within which to commence such cure as may be necessary and this lease shall not terminate if said mortgagee or beneficiary shall prosecute said cure with reasonable diligence thereafter, and said thirty-day period shall be extended during the time required for said mortgagee or beneficiary to perfect, through litigation or through foreclosure, its rights to cure.

- b. City Recourse. If the mortgagee or beneficiary shall be required to perfect its right to cure said default or defaults through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that such default or defaults may be expeditiously corrected:
- (1) CITY may correct or cause to be corrected said default or defaults and charge the costs therefor (including costs incurred by CITY in enforcing this provision) to the account of the LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY of a statement of all or part of said costs.
 - (2) CITY may correct or cause to be corrected said default or defaults and may pay the costs thereof (including costs incurred by CITY in enforcing this provision) from the proceeds of any insurance fund held by CITY and LESSEE or by CITY and mortgagee or beneficiary or CITY may use said funds of any faithful performance or cash bond on deposit with CITY or CITY may call on the bonding or to pay the agent to correct said default or defaults costs of such correction performed by or at the direction of CITY.
 - (3) CITY may terminate this lease as to the rights of LESSEE herein by assuming liability for any trust deed or mortgage. LESSEE will assume and agrees to pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related notes by CITY. CITY may, as an alternative, substitute for said terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary.

Should said default or defaults be noncurable by LESSEE, then any lender holding a beneficial interest in said leasehold whose qualifications have been approved by CITY for assignment of the leasehold interest shall have the absolute right to substitute itself to the estate of the LESSEE hereunder and to commence performance of this lease and this lease shall not terminate if such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself and commence performance within said thirty-day period after service upon it of said written notice by CITY of the default. In the event of the election by the mortgagee or beneficiary to so substitute itself to LESSEE'S estate hereunder, the CITY expressly consents to said substitution and authorizes said mortgagee or beneficiary to perform under this lease with all the rights, privileges and obligations of the original LESSEE hereunder, subject to cure of the default if possible by mortgagee or beneficiary, and LESSEE expressly agrees to assign all its interest in and to its leasehold estate in that event.

- c. Abandonment by Lessee. Even though LESSEE has breached the Lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate LESSEE'S right to possession, and CITY may enforce all its rights and remedies under said lease, including, but not limited to, the right to recover the rent as it becomes due under the lease. For purposes of this section, the following do not constitute a termination of LESSEE'S right to possession:

(1) Acts by CITY of maintenance, or preservation, or efforts to relet the property.

(2) The appointment of a receiver upon initiative of CITY to protect the CITY'S interest under the lease.

26. Reservation of City Rights. CITY hereby reserves all rights, title and interest in any and all gas, oil, minerals and water beneath said lease premises. CITY shall have the right to enter said leased premises for the purpose of making repairs to or developing municipal services. CITY hereby reserves the right to grant and use such easements or establish and use such rights of way over, under, along and across said leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good. Provided, however, CITY shall not unreasonably interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements of LESSEE located on the leased premises resulting from CITY'S exercising the rights retained in this paragraph. Such reimbursement shall include a reduction in the annual rent proportionate to the amount of said physical damage as determined by the City Manager. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to the rights reserved herein.

27. Waiver. The waiver by CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this lease, regardless of CITY'S knowledge of such preceding breach at the time of acceptance of such rent. Failure on the part of CITY to require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease shall not be construed as in any manner changing the terms hereof and shall not prevent CITY from enforcing any provision hereof.
28. City Use. The premises shall be available to the City of San Diego for civic events and special programs except at such times as would interfere with scheduled events or programs of the LESSEE. After every use thereof by the City of San Diego, the premises shall be left in the same condition as they were found.
29. Standard of Employees. LESSEE and its employees will at all times conduct themselves and the operations on the leased premises in a creditable manner.
30. Political Activities. As provided in the "authorized uses" provision of this lease, the leased property shall be used exclusively for the purposes specified. The premises shall not be utilized for the purpose of working or campaigning for the nomination or election to any public office be it partisan or non-partisan. Provided, however, that the LESSEE shall not be precluded from providing a forum for open debate by candidates such as occurs at a "candidate forum" and similar events.
31. Posting of Leased Premises. LESSEE shall, at all times during the lease term, maintain a two foot by four foot sign identifying the property as being City-owned and available for use by the general public in accordance with specifications on file at the office of the Property Department of the CITY.
32. Fee Schedule. LESSEE shall have the right to charge reasonable fees for use of the premises or services provided. All such fees shall be subject to prior written approval of the City Manager. All fees collected by the LESSEE from the operation of the premises shall be used to further the purpose of the LESSEE in a manner beneficial to the premises and/or programs offered at the premises.

33. Public Use. The general public shall not be wholly or permanently excluded from the premises or any portion thereof. The LESSEE may develop reasonable restrictions for the use of the facility provided that they are consistent with the rights of the general public, and are designed to enable the LESSEE to use the premises for the purposes herein granted. LESSEE shall submit to the City Manager a schedule of operations including but not limited to, a schedule of fees and schedule of hours of use by the general public. LESSEE agrees that all activities conducted on the premises shall be social, cultural, recreational or educational in nature in compliance with the purpose of this lease. LESSEE specifically shall not proselytize nor permit proselytizing in religious faiths or political parties in any manner through or in connection with its activities conducted on the premises.
34. Bylaws. Membership in LESSEE'S organization shall be open to anyone meeting the requirements of its rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by LESSEE'S organization shall, before being put into effect, be submitted to and receive the written approval of the CITY MANAGER. Bylaws shall be on file in the office of the Property Department.
35. Time is of the Essence. Time is of the essence of each and all of the terms and provisions of this lease and this lease shall inure to the benefit of and be binding upon the parties hereto and any successor of LESSEE as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this lease shall extend to and bind any assigns or sublessees of LESSEE.

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through the City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date

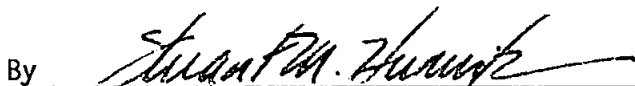
Sept 27, 1982

By


City Manager

LESSEE: JEWISH COMMUNITY CENTER OF
SAN DIEGO COUNTY

By


Stuart M. Hurwitz, President

By


Edward Robbins, Executive Director

APPROVED as to form and legality this 28 day of Sept., 1982.

JOHN W. WITT, City Attorney

By


Deputy

JEH:mh
REV. 4/30/81

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF THAT CERTAIN LEASE BY AND BETWEEN THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, AND JEWISH COMMUNITY CENTER OF SAN DIEGO, LESSEE, DATE _____.

SECTION IV PARAGRAPH C 24, OWNERSHIP OF IMPROVEMENTS (continued)

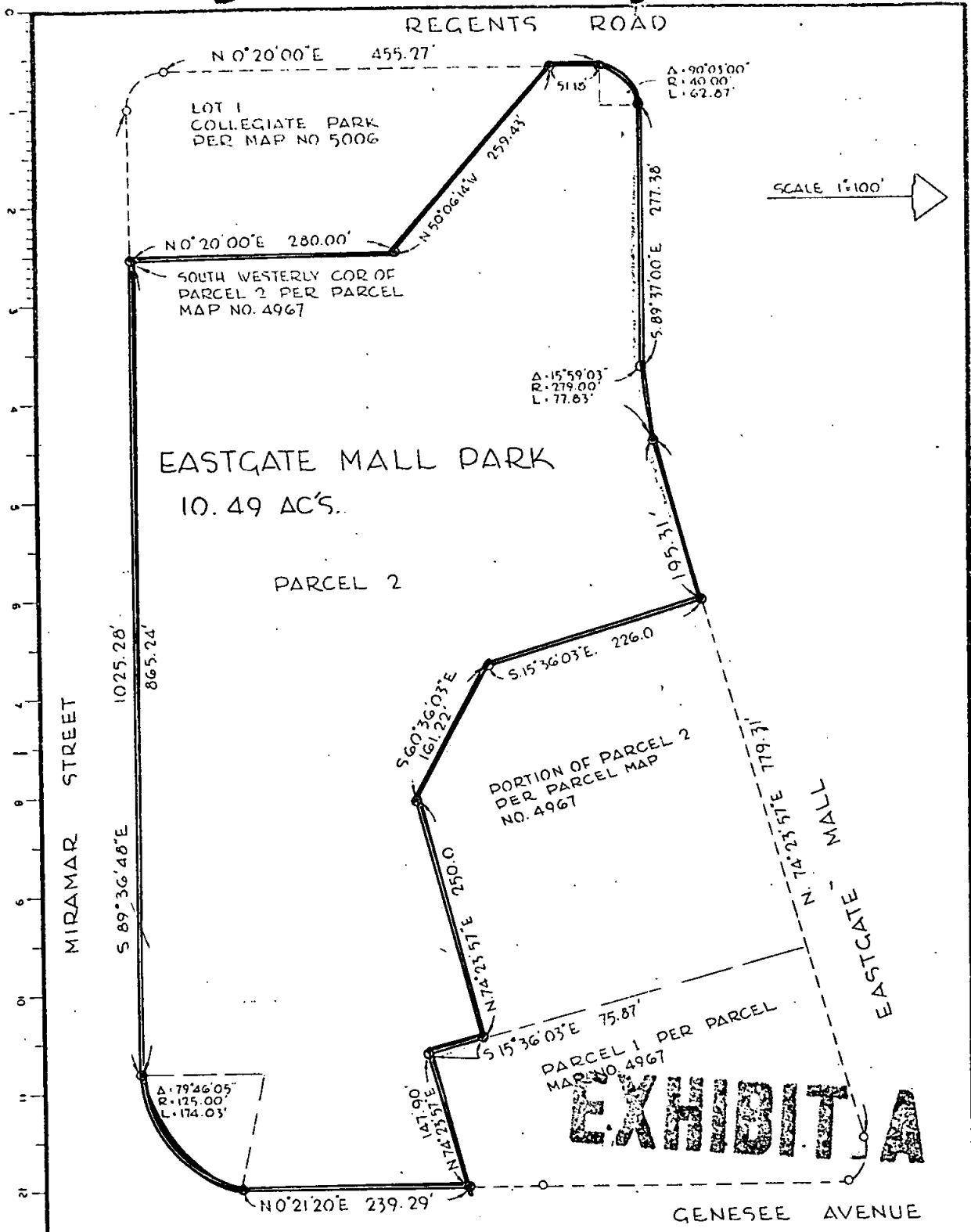
The Lessee, in accordance with this section hereof, has the right to remove from the demised premises only those fixtures as described below: (if none, write none)

None

JRZ
City Manager's Initials

ER SH
LESSEE'S Initials

Exhibit A



LEASE MAP FOR
EASTGATE MALL PARK
BEING A PORTION OF PARCEL 2 OF PARCEL MAP 4967

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	W.O. NO. 44523
ORIGINAL	Z.L.G.				NO SHEET 1 OF 1 SHEETS	
					<i>[Signature]</i> 3-12-81	
					DATE	CONTROL CERTIFICATION
						259-1704
					DIVISION HEAD	LAWYER'S COMMENTS
					PLANNING DEPT	15304 -B
					SECTION DEPT	

PROJECTED STAGES OF DEVELOPMENT - NORTH CITY FACILITIES

Within Three Years

I. OUTDOOR - SITE WORK

- 1) Parking Lots
- 2) Athletic Facilities;
 - A) Temporary office facility
 - B) Soccer Field
 - C) Softball/baseball field
 - D) Jogging area - with exercise stations
 - E) Outdoor playground
 - F) Picnic grounds
 - G) Three outdoor basketball courts
 - H) Three sand volleyball courts

Within Ten Years Following Completion of Above

- I.
 - A) Four tennis courts
 - B) 50 meter pool with decking and two offices

II. LOCKER ROOMS

- A) Men's and women's locker rooms
- B) Showers
- C) Dressing areas

III. THEATRE/ARTS BUILDING

- A) 350-seat theatre
- B) Dance studio
- C) Music studio
- D) Art Studio
- E) Sculpture studio
- F) Offices
- G) Dressing rooms

IV. PRESCHOOL WING

- A) Five preschool rooms
- B) Two teaching kitchens
- C) State approved bathroom facilities
- D) Offices
- E) Teacher's lounge
- F) Storage room, etc.

ER 7-10-77

V. GYMNASIUM

- A) Meeting rooms
- B) Auditorium
- C) Kitchens
- D) Raquetball courts
- E) Weight room, etc.

The actual development of the property is and shall be included as part of the General Development Plan as specified in Paragraph 8, Development hereof.

JK-7-1081

RESOLUTION NUMBER R- 254702

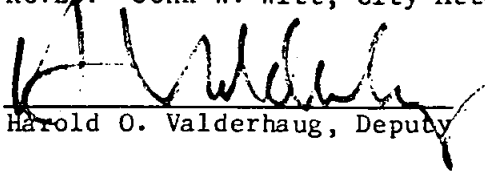
Adopted on JUL 27 1981

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 fifty (50) year lease agreement with THE JEWISH COMMUNITY CENTER OF SAN DIEGO, pursuant to which the City's approximately 10-acre Eastgate Mall Park site, located northeasterly of Regents Road and Miramar Street, shall be developed, operated and maintained as a public community center for park, recreational, cultural, and educational activities for the benefit of the citizens of San Diego, and which property, which has an estimated fair market value of approximately \$9,000,000, is being leased for \$1 plus the Jewish Community Center's agreement to construct, operate and maintain public facilities during the entire lease term, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 254702.

APPROVED: John W. Witt, City Attorney

By


Harold O. Valderhaug, Deputy

HOV:ps:731

7/13/81

Or.Dept: Prop.

Job: 216466

Passed and adopted by the Council of The City of San Diego on

July 27, 1981

by the following votes:

YEAS: Mitchell, Cleator, Golding, Williams, Schnaubelt,
Gotch, Murphy, Killea.

NAYS: None.

NOT PRESENT: Wilson.

AUTHENTICATED BY:

PETE WILSON

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By BARBARA BERRIDGE
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of RESOLUTION NO. R- 254702 passed and adopted
by the Council of The City of San Diego, California, on 7-29-81.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By *Barbara Berridge*
Deputy

(Rev. 5/79)

bb

503
Humes

(R-82-65)

RESOLUTION NUMBER R- 254702

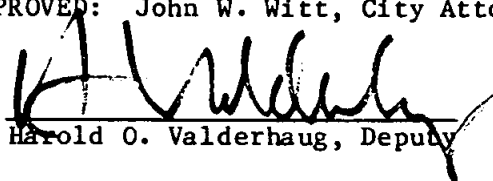
Adopted on JUL 27 1981

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APPROVED: John W. Witt, City Attorney

By


Harold O. Valderhaug, Deputy

HOV:ps:731

7/13/81

Or.Dept: Prop.

Job: 216466

503
Hume

(R-82-94)

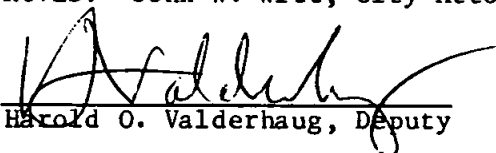
RESOLUTION NUMBER R- 254703

Adopted on JUL 27 1981

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

That it be, and it is hereby certified, that the information contained in
CONDITIONAL ENVIRONMENTAL NEGATIVE DECLARATION NO. 81-06-06, on file in the
office of the City Clerk, has been completed in compliance with the California
Environmental Quality Act of 1970, as amended, and the State guidelines
thereto, and that said Declaration has been reviewed and considered by this
Council.

APPROVED: John W. Witt, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:ps:731
7/14/81
Or.Dept: Prop.
Job: 216466

BY-LAWS
OF THE
JEWISH COMMUNITY CENTERS OF SAN DIEGO COUNTY

ARTICLE I

NAME AND LOCATION

Section 1. The name of this Corporation shall be the JEWISH COMMUNITY CENTERS OF SAN DIEGO COUNTY (hereinafter referred to as the JCC'S).

Section 2. The principal office of this Corporation shall be located at 4201 Eastgate Mall, La Jolla, California 92037.

Section 3. The JCC'S currently maintain three (3) branches, whose names and principal offices are located as follows:

(a) The College Branch of the Jewish Community Centers of San Diego County, located at 4079 54th Street, San Diego, California 92115.

(b) The M. Larry Lawrence Branch of the Jewish Community Centers of San Diego County, located at 4126 Executive Drive, La Jolla, California 92037.

(c) The Lee and Toni Leichtag Branch of the Jewish Community Centers of San Diego County, located at 552 S. El Camino Real, Encinitas, California 92024.

ARTICLE II

GOALS AND PURPOSES

Section 1. To strengthen and maintain the Jewish family.

Section 2. To provide opportunities for individuals to express and maintain their Jewish heritage, while respecting others of different backgrounds.

Section 3. To provide opportunities for individuals to participate and become leaders in the total community.

Section 4. To provide social service opportunities for individuals and families while encouraging them to utilize their own resources.

Section 5. To provide opportunities for individuals to function as a group and as team members, democratically.

Section 6. To provide opportunities for individuals to acquire and develop new interests and skills.

Section 7. To provide opportunities for individuals to learn, understand and practice sound principles of favorable physical and mental health habits.

Section 8. The goals of the Corporation are set Forth in Exhibit "A" attached hereto.

ARTICLE III

MEMBERSHIP

Section 1. The membership of this Corporation shall consist of those persons who enroll as members of the Corporation and who affiliate with one of its constituent Branches, and who are in good financial standing as to payment of membership dues. Members shall be no less than 18 years of age. Both spouses holding a family unit membership shall be entitled to vote. No person shall be denied membership for reasons of race, color, religious belief, sex, national origin, or any other arbitrary classification.

Section 2. The Branch Boards of Managers may classify the membership into various categories and may establish the dues of each classification (e.g. seniors, single adults, families, etc.). The dues required for affiliation with each Branch of the JCC'S need not be the same, and shall be determined by the Branch Boards of Managers in consultation with the Board of Trustees.

Section 3. Membership or privileges may be restricted, suspended or revoked for reason of non-payment of dues, infraction of rules, failure to maintain requisites of eligibility or for any other good cause. Curtailed membership or privileges may be restored by the Board of Trustees in accordance with policies and procedures established by the Board of Trustees.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 1. There shall be held annually, in May or June, on such a day and at such hours as may be designated by the Board of Trustees, a meeting of the membership of the Corporation for election of the members of the Board of Trustees, receipt of official reports and consideration thereof and the conduct of such other business as may come before such meeting. At least ten (10) days notice of said meeting shall be given to the membership.

Section 2. Notice of the annual membership meeting shall be given by mail to each member at such address as appears on the membership rolls of the Corporation.

Section 3. Special meetings may be called by the Chairman, or shall be called by him/her upon the written request of a majority of the Board of Trustees, or upon the written request of fifty (50) members of the Corporation eligible to vote. Such request shall state the purpose of the meeting. At least ten (10) days notice of said meeting shall be given to the membership. The business transacted at any special meeting shall be confined to the purpose stated in the call for the meeting and the matters germane thereto.

Section 4. Fifty (50) members of this Corporation, all of whom are eligible to vote, shall constitute a quorum for the transaction of business. If at any meeting of the membership, a quorum has not attended, the members who are present may adjourn the meeting to such time and place as they may determine and in the case of any meeting, those who attend the adjourned meeting, although less than a quorum shall, nevertheless, constitute a quorum for the purpose(s) of the meeting.

Section 5. At any meeting of the membership, each member shall have the right to cast one (1) vote. The vote of the majority of those present shall decide any question brought before such meeting, except as otherwise provided herein.

Section 6. In all elections of Trustees, each member shall be entitled to have one (1) vote for each vacancy to be filled.

Section 7. In all requirements for a quorum and voting, there shall be no proxies granted or recognized.

ARTICLE V

BOARD OF TRUSTEES

Section 1. The management of the Corporation and the responsibility for its proper operation shall be vested in a Board of Trustees, all of whom shall be members of the

Corporation. All Trustees are expected to make a meaningful contribution to the JCC and the United Jewish Federation and/or all are expected to have previously served as volunteers in positions of considerable responsibility and to have demonstrated a commitment to serve the JCC'S. All Trustees are expected to be visible members of the community whose presence commands respect.

Section 1(a) There shall be a minimum total of twenty-one (21) Trustees and a maximum total of twenty-five (25) Trustees, including those Trustees designated pursuant to Sections 1(b), 1(c) and 1(d) of Article V. All such appointments, with the exception of any life appointments now or hereinafter made in Section 1(d) are of a one (1) year duration, and the initial terms shall begin July 1, 1987 and shall expire June 30, 1989.

Section 1(b) The two (2) immediate Past Presidents of the Corporation shall be Trustees ex-officio, with voting rights, while their successor remains in office as Chairman.

Section 1(c) The three (3) current Presidents of the Branch Boards of Managers shall be Trustees ex-officio, with full voting rights.

Section 1(d) The Board of Trustees may at any time, and from time to time, appoint as a Trustee for Life, such person(s) within the community who have demonstrated a unique and extraordinary commitment to serve the JCC'S.

Section 2. Trustees shall hold office until their successors have been appointed or elected. No person who has served as Trustee for six (6) consecutive years shall be eligible for re-election or re-appointment to the Board. Any time spent as an officer shall not be considered in the calculation of the tenure of board membership.

Section 3. Vacancies for Trustees may be filled by majority vote of the Board of Trustees for the balance of the year, and a successor shall be elected at the next annual meeting to serve the remaining unexpired term.

Section 4. The Board of Trustees shall have the following powers and duties

(a) To determine the long-range plans and general policies of the Corporation and to make major policy decisions.

(b) To have full and complete control and supervision over: the financial operations of the JCC'S, including approval of all budgets and development of capital, endowment and operational funds; any and all matters pertaining to the assets of the Corporation; and any and all activities that are held upon any

JCC'S premises, or which may take place anywhere under the name of the Corporation.

(c) To make and adopt such Rules and Regulations for its government and for the good of the Corporation as are consistent with the Articles of Incorporation and By-Laws.

(d) To have all the powers and privileges granted to trustees or directors of non-profit Corporations by the laws of the State of California.

Section 5. Notwithstanding the provisions of Section 4, the Board of Trustees shall have no power to pass resolutions or implement decisions to close an existing branch or to open a new branch, unless such resolutions or decisions are approved by the affirmative vote of two-thirds (2/3) of the Trustees in office. Section 6. Notwithstanding anything herein contained in these By-Laws to the contrary, the Board of Trustees shall not engage in the implementation of Branch programs or their daily operations. Said programs and daily operations shall be implemented and supervised by the Branch Boards of Managers pursuant to Article XI of these By-Laws.

Section 7. Meetings of the Board of Trustees shall be held at least quarterly, or more often, at such time and at such place as may be determined by the Chairman. Notice of regular meetings shall be given to each Trustee by U.S. mail at least seven (7) days prior to the day named for such meeting. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any meeting because the meeting is not lawfully called or convened.

Section 8. Special meetings of the Board of Trustees may be called by the Chairman, or by a written request of at least six (6) Trustees.

Section 9. At all meetings of the Board of Trustees, fifty-one percent (51%) of the total number of Trustees in office shall be necessary to constitute a quorum for transaction of business. Action of the Board shall be determined by a majority vote of the members present, except as otherwise provided by the By-Laws.

Section 10. Meetings may be held by means of conference telephone or similar communication equipment by means of which all persons participating can hear each other. Participation in this manner shall constitute presence in person at such meeting.

ARTICLE VI

NOMINATIONS AND ELECTION OF THE BOARD OF TRUSTEES

Section 1(a) At least forty-five (45) days prior to an annual meeting of the membership, the Chairman shall appoint a Nominating Committee consisting of three (3) members of the Board and two (2) members of the Corporation who shall be selected from the general membership for the purpose of nominating members for the position of Trustees. One (1) of the Board members shall be designated by the Chairman as Chair of the Committee.

Section 1(b) The Chair of the Nominating Committee will send a report to the Secretary of Corporation at least thirty-five (35) days prior to the annual meeting, notifying the Board of its slate of nominees for Trustee positions.

ARTICLE VII

OFFICERS OF THE BOARD OF TRUSTEES

Section 1. The executive officers of the Corporation shall be a Chairman; a Vice-Chair; a Secretary and a Treasurer, and other auxiliary officers as the Board of Trustees may determine. The officers of the Corporation shall be nominated by the Nominating Committee.

Section 2. The officers shall be elected at the annual meeting of the membership and shall serve for a term of one (1) year, or until their respective successors are chosen and qualified.

Section 3. No officer shall be eligible for re-election to the same office after such officer has served four (4) consecutive years in such office.

Section 4. If the office of any officer shall become vacant for any reason, the vacancy shall be filled by majority vote of the Board of Trustees at the next regularly scheduled meeting.

Section 5. The officers shall have the following duties:

(a) The Chairman shall: Preside at all meetings of the Board of Trustees and of the membership; decide all questions of order at said meetings; appoint committee chairpersons; be an ex-officio member of all committees; and generally perform all the duties usually pertaining to the office. In the event of temporary absence of the Chairman, the Vice-Chair shall be designated as Acting Chairman. In the event of the inability to

serve or disqualification of the Chairman, the Board shall elect a Chairman from among the Board.

(b) Vice-Chair: In addition to the above, the Vice-Chair shall have such powers and perform such other duties as may be prescribed by the Board.

(c) Secretary: The Secretary shall approve all recorded proceedings of the Corporation; read all communications received and insure the timely response to all correspondence and be responsible therefor.

(d) Treasurer: The Treasurer shall deposit all monies received for or on behalf of this Corporation in such depository or depositories as the Board of Trustees shall select, and perform such other duties as are customarily performed by a Treasurer.

Section 6. Checks of the Corporation shall be signed in the manner authorized by the Board of Trustees.

Section 7. The books and accounts of the Corporation shall be accessible to any Trustee at all times.

ARTICLE VIII

COMMITTEES

Section 1. The Chairman of this Corporation shall appoint such standing or special committees as shall from time to time be deemed necessary, and shall appoint the persons to be chairs of each committee.

ARTICLE IX

EXECUTIVE COMMITTEE OF THE BOARD OF TRUSTEES

Section 1. The executive committee shall consist of the officers of this Corporation, the Branch Presidents, the two (2) immediate Past Presidents or Chairmen of the JCC'S, and two additional at large members of the Board of Trustees to be selected by the Chairman.

Section 2. The Executive Committee shall act on behalf of the Board between meetings of the Board of Trustees on all matters. It shall also act on behalf of the Board in such other duties as may be delegated by the Board.

Section 3. At all meetings of the Executive Committee fifty-one percent (51%) of the total members of the Executive Committee shall be necessary to constitute a quorum for the transaction of business. Action of the Executive Committee shall be determined by the majority vote of the members present.

ARTICLE X

BRANCH BOARDS OF MANAGERS

Section 1. Each Branch of the Corporation shall elect a Board of Managers and its own officers in such manner as the By-Laws of that Branch shall prescribe. Each Branch shall enact its own By-Laws; provided however, no Branch shall enact a By-Law that is inconsistent with the Corporation's By-Laws.

Section 2. Each Branch Board shall be responsible for immediate management and operation of its own Branch. Within the broad framework of the JCC'S Board of Trustees policies, the Board of Managers of each Center shall determine the programs to be conducted, carry on evaluations, appoint its own committees, prepare specific policies pertinent to the operation of the Branch, prepare budgets, and conduct such other planning and evaluation as is necessary to the operation of the Branch. It shall submit reports periodically to the JCC'S Board of Trustees, as requested by the JCC'S Board.

Section 3. The rules, regulations, policies, professional selection, budgets and finances of each Branch Board shall be subject to review and approval and disapproval of the JCC'S Board of Trustees; provided, however, that after said rules, regulations, policies, professional selection, budget and finances are approved by the Board of Trustees, the Branch Board of Managers shall have sole responsibility for implementing and supervising the same.

Section 4. The respective responsibilities, duties, and powers of the JCC'S Board vis-a-vis the individual Branch Boards of Managers shall be set forth on the attached Exhibit "B".

Section 5. A person may be a Trustee of the JCC'S and also be on the Board of Managers of a Branch. No person shall be on the Board of Managers of more than one (1) Branch at the same time.

Section 6. These By-Laws shall apply to govern the procedures for admission of additional Branches by the JCC'S in accordance with further resolutions by the JCC'S Board of Trustees.

ARTICLE XI

EXECUTIVE DIRECTOR/EXECUTIVE VICE-PRESIDENT

Section 1. There shall be an Executive Director of the JCC employed by the Board of Trustees who shall be responsible to the Board for the overall operations of the Corporation. This position may also be titled Executive Vice-President at the discretion of the Board of Trustees.

ARTICLE XII

AMENDMENTS

Section 1. New By-Laws may be adopted or these By-Laws may be amended or repealed by the affirmative vote of two-thirds (2/3) of the Trustees in office.

ARTICLE XIII

INDEMNIFICATION

Section 1. For the purposes of this Article XIII:

(a) "Agent" means any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or other agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor Corporation;

(b) "Proceeding" means any threatened, pending or completed action preceding, whether civil, criminal, administrative or investigative; and

(c) "Expenses" includes, without limitation, attorneys' fees and any expense of establishing a right to indemnification under Sections 4 or 5(b) of this Article XIII.

Section 2. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action brought under Section 5233 of the California Non-profit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty

relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person believed to be in the best interests of the Corporation or that such person had reasonable cause to believe that such person's conduct was unlawful.

Section 3. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 5233 of the California Non-profit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such persons is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

(a) In respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 4. The extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article XIII or in defense of any

claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Except as provided in Section 4 of this Article XIII, any indemnification under this Article XIII shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or 3 of this Article XIII by:

(a) A majority vote of a quorum consisting of directors who are not parties of such proceedings: or

(b) The court in which such proceedings is or was pending, upon application made by the Corporation, or the agent, the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation.

Section 6. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized by this Article XIII.

Section 7. No provision made by the Corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, By-Laws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this Article XIII. Nothing contained in this Article XIII shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. No indemnification or advance shall be made under this Article XIII, except as provided in Sections 4 or 5(b), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles, the By-Laws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent

in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article XIII; provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Non-profit Public Benefit Corporation Law.

EXHIBIT "A"

JCC GOALS AND PURPOSES

GOAL 1: "TO STRENGTHEN AND MAINTAIN THE JEWISH FAMILY."

- OBJECTIVES:
1. To broaden the family's affiliation with appropriate Jewish institutions.
 2. To help families develop and function in a Jewish environment.
 3. To encourage the family to reinforce their children's Jewish education.
 4. To provide opportunities for parents and children to engage in family activities.
 5. To support the Jewish extended family as a unit.
 6. To strengthen communication among family members.
 7. To improve parenting skills.
 8. To provide preventative educational support for the family.
 9. To provide referrals to other Jewish resources where possible.
 10. To provide support and opportunities for individuals and families to be maintained as part of the Jewish community in life changing situations.
 11. To educate adults in order to enable them to transmit Jewish values to their children.
 12. To promote the continuity of Jewish life.

GOAL 2: "TO PROVIDE OPPORTUNITIES FOR INDIVIDUALS TO EXPRESS AND MAINTAIN THEIR JEWISH HERITAGE, WHILE RESPECTING OTHERS OF DIFFERENT BACKGROUNDS."

- OBJECTIVES:
1. To develop involvement in Jewish culture.
 2. To assist each individual in feeling comfortable with his/her Jewish heritage.
 3. To maintain and preserve Jewish culture.
 4. To instill within an individual a pride in and knowledge of his Jewish heritage.
 5. To feel secure as a Jew in contemporary society.

6. To provide opportunities for Jewish association at all age levels.
7. To provide structured experiences in Jewish values, history, customs and holidays.
8. To promote and strengthen the relationship of all Jews to Israel and Jews all over the world (Klal Yisrael).
9. To actively work with other Jewish institutions in serving the individual.
10. To enhance and support the dignity of all individuals.
11. To integrate new members of the Jewish community into Jewish communal life.
12. To promote cooperative relationships among all Jews in the community.

GOAL 3: "TO PROVIDE OPPORTUNITIES FOR INDIVIDUALS TO PARTICIPATE AND BECOME LEADERS IN THE TOTAL COMMUNITY."

- OBJECTIVES:
1. To teach leadership skills.
 2. To develop awareness of the community and its needs.
 3. To educate individuals to the relevant Jewish and contemporary issues of the day.
 4. To participate in public affairs.
 5. To encourage individual expression on public affairs.
 6. To provide a progression of leadership development in the Jewish and secular community.
 7. To encourage JCC members to participate in projects of general concern to the community.
 8. To stimulate and encourage community service.
 9. To provide a bridge with other agencies for individuals to continue their leadership role within the community.
 10. To participate in community-wide events.

GOAL 4: "TO PROVIDE SOCIAL SERVICE OPPORTUNITIES FOR INDIVIDUALS AND FAMILIES, WHILE ENCOURAGING THEM TO UTILIZE THEIR OWN RESOURCES."

- OBJECTIVES:
1. To provide opportunities for the individual and family to maintain their self-respect.
 2. To help the individual learn to identify his/her own strength and resources.
 3. To enhance effective language and communication skills.
 4. To serve individuals with special needs primarily within the group setting.
 5. To promote participation by individuals and families with special needs.
 6. To support other agencies in delivering services to individuals and families with special needs.
 7. To promote and encourage the mainstreaming of individuals with special needs into appropriate programs and activities.
 8. To be accessible to individuals with handicaps.

GOAL 5: "TO PROVIDE OPPORTUNITIES FOR INDIVIDUALS TO FUNCTION AS A GROUP AND AS TEAM MEMBERS, DEMOCRATICALLY."

- OBJECTIVES:
1. To learn the skills of give and take, and to compromise.
 2. To learn to take responsibility for one's actions and understand the use and misuse of power.
 3. To recognize the value and worth of other individuals.
 4. To take an active part in the democratic process.
 5. To encourage decision-making within the sphere of governance of the particular group.
 6. To encourage self-confidence and fair play among group members.
 7. To participate and compete strongly.
 8. To promote and encourage cooperation.

EXHIBIT "B"

RESPECTIVE RESPONSIBILITIES OF TRUSTEES AND BRANCHES

A. Program Planning, Development, and Administration

1. The Branch Board of Managers shall have responsibility for program planning, program development and program administration.

B. Personnel

1. The Executive Director shall be hired by and serve at the pleasure of the Trustees. All other employees of the JCC'S, including Campaign personnel, shall be hired by and serve at the pleasure of the Executive Director.
2. Branch Directors shall be hired by the Executive Director with the advice of Trustees and Branch Board of Managers.
3. A Branch Director can be removed by the Executive Director with the advice of the President of the Branch Board.
4. All other employees of the Branches shall be hired and fired by the Branch Director, with the approval of the Executive Director.

C. Budget and Financing

1. Each Branch shall develop its own budget, with input from the Trustees.
2. The Trustees shall have final authority over approval of Branch budgets.
3. Branch Boards of Managers shall administer and supervise their own budgets. The Trustees shall review JCC'S Branch budgets to ensure that the same are implemented in the overall sense.
4. Any changes to an approved budget may be initiated by a Branch Board or the Trustees, but such changes must be approved by the Trustees or the Executive Committee of the Board of Trustees.

D. Building Maintenance and Equipment

1. Each Branch Board, operating within the approved budget framework, shall have responsibility for the building maintenance and equipment for each Branch.

E. Publicity and Public Relations

1. Each Branch shall have authority and responsibility for publicity and public relations in areas of peculiarly local concern. The Board of Trustees shall have the responsibility for community relations and public affairs for issues of community-wide significance.
2. The Trustees and the Executive Director shall handle capital and other fund raising, with the assistance of the Branch Boards of Managers, if such assistance is deemed necessary or advisable by the Trustees.
3. The Trustees shall interact with all funding institutions (UJF, United Way), with the assistance of the Branch Board of Managers, if such assistance is required by the Trustees.

F. Long Range Planning

1. The Trustees, with input from the Branches, shall have authority for long-range planning.

G. Leadership Development

1. The Trustees shall develop leadership for the Board of Trustees and JCC'S Committees. Each Branch shall develop leadership for the Branch Boards and Branch committees.

LAWRENCE FAMILY JCC
ROOM RENTAL RATES

ROOM NAME	RATES	
	WEEKDAYS	WEEKENDS
Art Room (holds 20)	\$25 first hour \$10 each add. hr.	\$30 first hour \$10 each add. hr.
Cafe Lounge (holds 30)	\$40 first hour \$15 each add. hr.	\$50 first hour \$20 each add. hr.
Dance Room (holds 100)	\$100 first hour \$25 each add. hr.	\$125 first hour \$30 each add. hr.
Music Room (holds 50)	\$40 first hour \$15 each add. hr.	\$50 first hour \$20 each add. hr.
Youth Lounge (holds 40)	\$30 first hour \$10 each add. hr.	\$40 first hour \$15 each add. hr.
Preschool Trailer Room (holds 40)	\$25 first hour \$10 each add. hr.	\$35 first hour \$15 each add. hr.

PHYSICAL EDUCATION FACILITIES

Gymnasium (half side)	\$75 per hour	\$75 per hour
Gymnasium (full side)	\$150 per hour	\$150 per hour
Softball Field & Picnic Area		
With lights	\$25 per hour	
Without lights	\$25 per hour	
East field (for athletics)	\$25 per hour	
Pool	see attached	
Tennis Courts	\$25 per hour per court	

RATES ARE BY THE HOUR - TWO HOUR MINIMUM

DUE TO MAINTENANCE COSTS,
WEEKDAY AND WEEKEND RATES ARE DIFFERENT.

June 1, 1995

File: K301RD-001

Site Location: Eastgate Mall Park

Jewish Community Center
4126 Executive Drive
La Jolla, CA 92037

CITY OF SAN DIEGO	
REAL ESTATE ASSETS DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

Re: Reminder to City Lessees and Permittees to Provide Current Insurance Certificates

City lessees and permittees, in accordance with the terms of their individual agreements, are required to continuously maintain public liability insurance and, in some cases, other types of insurance such as fire and extended coverage. The most recent insurance certificate on file with the City for your lease or permit shows an expiration date of July 1, 1995. Please refer to the insurance section of your agreement for the type(s) and amount(s) of insurance that you are required to keep in force.

Without delay, please have your insurance agent or broker provide the City with the appropriate insurance certificate evidencing that your required insurance coverage is current. If your agreement requires you to carry more than one type of insurance, they may all be listed on the same certificate, or else you must furnish separate certificates. All certificates must be written on an occurrence basis, name the City as an additional insured, and provide the City with a 30-day notice of cancellation. The certificates are to be delivered to me at the above address no later than the expiration date of your existing policy.

Please note that it is your responsibility to follow-up with your insurance agent or broker to ensure that the City receives the insurance certificate(s) on time. Failure to provide proof of the required insurance coverage in a timely manner can jeopardize the status of your City agreement.

Thank you for your assistance. Should you have any questions, please call me at 236-6985.

Linda M. Fierro, Property Agent
Asset Management Division

LMF:rc

June 1, 1994

File: K301RD-001

Site Location: Eastgate Mall Park

Jewish Community Center
4126 Executive Drive
La Jolla, CA 92037

CITY OF SAN DIEGO	
REAL ESTATE ASSETS DEPT.	
☐	DIRECTOR
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Please note that it is your responsibility to follow-up with your insurance agent or broker to ensure that the City receives the insurance certificate(s) on time. Failure to provide proof of the required insurance coverage in a timely manner can jeopardize the status of your City agreement.

Thank you for your assistance. Should you have any questions, please call me at 236-6985.

Linda Fierro, Property Agent
Property Management Division

LMF:rc

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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made this 2nd day of June, 1937, by THE CITY OF SAN DIEGO, a municipal corporation, and HENRY J. TROLIN, a married man; WHEREAS, HENRY J. TROLIN, a married man, is the owner of that certain real property situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

The Northerly Half of Pueblo Lot 1503 of the Pueblo Lands of San Diego, in the City of San Diego, according to the Map thereof by James Pascoe, a copy of which was filed in the office of the County Recorder of San Diego County, November 14, 1921, and is known as Miscellaneous Map No. 35, EXCEPTING that portion thereof which lies Northerly of the center line of the La Jolla-Miramar Road 60 feet wide, as described in deed to City of San Diego, recorded June 2, 1932, in Block 119, page 293, of Official Records; and

WHEREAS, THE CITY OF SAN DIEGO is the owner of certain abutting real property situated in the County of San Diego, State of California, more particularly described as follows:

Beginning at the Southwest corner of Pueblo Lot 1317, thence Northerly along the westerly of Pueblo Lot 1317 to center of Miramar Road; thence Southeast along center line of Miramar Road to a point on the southerly line of said Pueblo Lot; thence westerly along southerly line of said Pueblo Lot to point of beginning; and

WHEREAS, THE CITY OF SAN DIEGO and HENRY J. TROLIN are about to sell and convey the above described real property to various individuals for the purpose of constructing and operating on said real property research laboratories and facilities for conducting similar types of activities on said real property, and it is the desire of said City of San Diego and Henry J. Trolin to subject said real property to certain protective conditions and restrictions assuring the orderly development and use of said property for said purposes:

NOW, THEREFORE, this Declaration of Restrictions

WITNESSETH:

That the said City and Henry J. Trollin hereby certify and declare that they have established, and do hereby establish, the general plan for the protection of said real property, and have fixed, and do hereby fix, the protective conditions and restrictions upon and subject to which all lots, parcels and portions of said property described above shall be held, leased or sold and/or conveyed by them, each and all of which is and are for the benefit of said property and of each owner thereof and shall inure to and bind the respective successors in interest of said City of San Diego and Henry J. Trollin, and are said each thereof is imposed upon said realty as a servitude in favor of said property, and each and every lot, parcel and portion of said real property as the dominant tenement or tenements, as follows, to wit:

A. In the said real property, or any lot, parcel or portion thereof, no buildings or premises shall be erected, constructed, converted, established, altered, enlarged or used except for one or more of the following uses:

(1) Research, development and/or testing, together with the fabrication, construction and assembly of equipment arising from such research, development and/or testing, such as prototypes, pilot models, systems or components thereof.

(2) Schools, the major courses of which shall be in the sciences, engineering, trades or vocations used or employed by the permitted uses enumerated in this paragraph.

(3) Professional and administrative offices necessary to permitted uses.

(4) Communications office including, but not limited to, telephone exchange.

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- (5) Photographic film process.
- (6) Cartography.
- (7) General engineering and research engineering offices.

(8) Any similar enterprises, businesses or uses which, in the opinion of the Committee hereinafter established, are consistent with the permitted uses herein enumerated.

B. The permitted uses shall be conducted under the following conditions:

(1) LOT SIZE. The property shall not be sold, divided or used in lots, parcels and portions less than six acres in size and not less than 400 feet on street frontage, except, however, that the six acre minimum shall not apply to the parcel presently owned by the City of San Diego.

(2) LOT COVERAGE. Maximum coverage of each lot, parcel or portion of said real property shall be 50% of such lot, parcel or portion.

(3) SETBACK. All structures, except fences, shall be located not less than 75 feet from the primary street (50 feet or more in width) and not less than 25 feet from any secondary street. Fences shall be located not less than 50 feet from the primary street and not less than 15 feet from any secondary street. Those portions of the lots or parcels within 25 feet of an improved street shall be landscaped within six months after occupancy of the first building, according to plans and specifications which have been approved by the Committee hereinafter established. All portions of the lots or parcels within 75 feet of the primary street shall be landscaped according to the same standards within three years.

No loading space or loading dock shall be located adjacent to any street, nor shall loading and unloading be done in such areas.

(4) PARKING. Off-street parking for passenger automobiles shall be provided in each lot, parcel or portion of said real property. Parking areas shall be provided at the ratio of one parking space for each two employees, students or occupants for such lot, parcel or portion and shall be established back of the setback lines. Parking areas and access driveways for visitors only may be established in front of the setback lines when screened by shrubbery or trees from the adjacent street and may not occupy more than 50% of the area in front of said setback line.

Parking areas shall be hard surfaced and appropriately marked.

(5) NUISANCES. No objectionable noise, odor, vibration, dust, gas, particulate matter or electric emanation shall be permitted beyond the immediate lot, parcel or portion of said real property.

(6) HEIGHT LIMITS. No building or structure shall exceed 35 feet of height beyond the natural ground level, nor shall any building or structure above ground extend beyond the building line, and it is hereby declared that said area between the building lines and the property lines shall be used for open landscaping or green areas or for off-street surface parking areas.

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(7) SIGNS. Signs shall conform to the regulations established for signs in R-4 zones under the requirements of the San Diego Municipal Code, except that the provisions covering maximum sign dimensions shall not apply.

C. The Committee, which shall be charged with the enforcement of the conditions and restrictions herein contained, shall be the duly and regularly elected CITY COUNCIL OF THE CITY OF SAN DIEGO. Action of the City Council, with respect to these conditions and restrictions, shall be determined by a majority of the votes of all of the members thereof.

No building or structure shall be erected, altered or remodeled on any lot, portion or parcel of said real property until the complete plans and specifications for such building, structure, alteration or remodeling and the locations thereof have been approved by the City Council; provided, however, that in the event the City Council fails to approve or disapprove of such design and location within 30 days after the submission of the plans, then such approval will not be required, provided any building or structure to be erected conforms to and is in harmony with similar structures within said real property.

The City Council in approving plans and specifications will favor generally accepted architectural design and where buildings have been erected, will favor the particular design trends of such buildings. The City Council will review style, materials or construction, color and texture of exterior surfaces, to ascertain that the proposed construction will harmonize with other buildings in the area. Any design employing what is commonly known as a "false front" to give character to one elevation of design not reasonably followed throughout will not be favored.

The City Council may, at any time it deems a breach of these conditions and restrictions has occurred, execute, acknowledge

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and record in the Recorder's Office of San Diego County, a Notice of Claim of Breach setting forth the facts of such breach, describing the lot upon which such breach has occurred and setting forth the name of the owner thereof. Such notice, upon recording, shall be notice to all persons of such breach, provided an action has been commenced within sixty days from the recording of such notice to establish such breach, and if no such action has been commenced within such sixty-day period, then and in that event, such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

The owner of any encumbrance made for value on any said lot and any corporation insuring the lien of any such encumbrance, may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the Recorder's Office of San Diego County prior to the commencement of any action to establish any such breach and not less than sixty days after the recording of any Notice of Claim of Breach, anything to the contrary contained herein notwithstanding.

The said City Council, or any person designated by said City Council, may, at any reasonable time, enter, inspect and report upon any lot as to its maintenance or improvements in compliance with the provisions of these conditions and restrictions; and said City Council, or any member thereof or person designated by said City Council, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. Said City Council may issue a certificate of completion and compliances as to any lot showing compliance with any part or all of these conditions and restrictions and any such certificate, duly acknowledged and recorded in the Recorder's Office of San Diego County, shall be conclusive evidence of the matters recited therein, and any purchaser and encumbrancer for value and the insurer of the lien of any

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encumbrance may conclusively presume that all statements contained in any such certificate are true, and such certificate shall be binding and conclusive upon any and every person having any rights under these conditions and restrictions.

In the event any condition, reservation or restriction herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or void shall in no way affect any other condition, reservation or restriction herein contained.

IT IS UNDERSTOOD AND AGREED that said conditions and restrictions shall operate as covenants running with the land and are established for the benefit of each owner of land in said property, or of any interest therein, and shall apply to and bind the respective successors in interest of the present owner or owners thereof and are, and each thereof is imposed upon said property as a servitude in favor of each and every parcel of land thereof as the dominant tenement or tenements.

PROVIDED that a breach of any of the foregoing conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed made for value which then exist upon said land.

PROVIDED, ALSO, that the rights of the owner in and to any lot, parcel or plot, as a result of a breach of these conditions and restrictions, shall not be exercised and no action shall be brought to enforce or establish such rights, unless a notice of such breach, setting forth the facts of the breach, has been given to the owner of said lot, parcel or plot, and such breach has not been remedied within 30 days after the giving of said notice.

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IN WITNESS WHEREOF, this DECLARATION OF RESTRICTIONS is executed by THE CITY OF SAN DIEGO by and through its Mayor and City Clerk, pursuant to Resolution No. 4333 authorizing such execution, and HENRY J. TROLIN this 21st day of January 1957.



THE CITY OF SAN DIEGO

Robert C. Stone
Mayor of said City

Thomas J. Trolin
City Clerk of said City

Henry J. Trolin
Henry J. Trolin

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

On this 21st day of December 1957, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HENRY J. TROLIN, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same.

Henry J. Trolin
Notary Public in and for the
County and State aforesaid.

JOHN R. ENOCH
Notary Public in New York
County of New York
City and State of N.Y.
Term Expires March 20, 1958

6933 346

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

ss.

1955 6/10/55

On this 20th day of June, 1957, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared CHARLES C. DAIL, known to me to be the Mayor, and FRED W. SICK, known to me to be the City Clerk of The City of San Diego, the municipal corporation that executed the within instrument, and known to me to be the persons 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.

Charles W. [Signature]
Notary Public in and for the County of San Diego, State of California.

1, [Signature] (1954, 1955)

Notary Public,
County of San Diego, California.

No. 40110

I, [Signature], Clerk of the County of San Diego and Clerk of the Superior Court and County Court, do hereby certify that the within instrument is a true and correct copy of the original as the same appears from the records of the County of San Diego, California.

Notary Public,
County of San Diego, California.

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.

[Signature]
County Clerk and Clerk of the Superior Court and County Court, San Diego County.

RESOLUTION No. 14319

BE IT RESOLVED, by the Council of the City of San Diego, as in and to the following:

That the Mayor and City Clerk of the City of San Diego be, and they are hereby authorized and empowered to execute and deliver to the County Recorder of San Diego County, all in accordance with Form No. 50 (as amended) filed in the office of the City Clerk as Document No. 50500; and

BE IT FURTHER RESOLVED, that the City Clerk of said City be, and he is hereby directed to file said DOCUMENTATION OF INSTRUCTIONS, together with a certified copy of this Resolution, for record in the office of the County Recorder of San Diego County.

Presented by _____
APPROVED as
to form by J. S. DUPONT, City Attorney

By _____
Deputy City Attorney.

100 1-16-28

I HERBY CERTIFY the above to be a full, true, and correct copy of Resolution No. _____
of the Council of the City of San Diego, as adopted by said Council.

City Clerk

By _____
Deputy.

RECORDED

STAFF
COUNCIL

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the city

HABIT

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corporate

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RESOLUTION No. 11115

Be it resolved by the Council of The City of San Diego:

That the Mayor and City Clerk of the City of San Diego, and they are hereby authorized and empowered to execute and deliver to the County Recorder, all in accordance with form of agreement heretofore filed in the office of the City Clerk's Department No. 10644; and

BE IT FURTHER RESOLVED, that the City Clerk of said City be and he is hereby directed to file said DECLARATION OF ABSTINCTIONS, together with a certified copy of this resolution, for record in the office of the County Recorder of San Diego County.

Presented by _____
APPROVED as _____
to form by J. F. DUPAUL, City Attorney

By Wm. H. Conner
Deputy City Attorney.

JSC 1-16-50

Passed and adopted by The Council of The City of San Diego on _____
by the following vote:

Councilmen	Yeas	Nays	Excused	Absent
Ross G. Tharp	☒	☐	☐	☐
Dudley D. Williams	☒	☐	☐	☐
Chester E. Schneider	☒	☐	☐	☐
George Kettigan	☒	☐	☐	☐
Frank E. Curran	☒	☐	☐	☐
Justin C. Evenson	☒	☐	☐	☐
Mayor Charles C. Dail	☒	☐	☐	☐

Authenticated by:

Charles C. Dail
Mayor of the City of San Diego, California

(Seal)

PHILLIP ACKER

City Clerk of the City of San Diego, California

By Wm. H. Conner
Deputy City Attorney

Office of the City Clerk, San Diego, California	
Document Number	565755
Filed	JAN 17 1950
Resolution Number	11115
Adopted	JAN 11 1950
Recorded on the official roll number	

RESOLUTION NO. 222128

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OCT 30 1978

WHEREAS, By Declaration of Restrictions dated January 21, 1957, certain restrictions were placed upon property in the City of San Diego, which restrictions included a provision whereby the City Council of The City of San Diego must approve the plans for development on such property;

WHEREAS, Harry L. Summers, Inc. has submitted preliminary development plans for a portion of said property; and

WHEREAS, said development plans are in conformance to the other conditions and restrictions imposed on the property; NOW, THEREFORE,

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

That the preliminary development plan "Collegiate Park," a copy of which is on file in the office of the City Clerk as Document No. 764978, is hereby approved.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold O. Valderhaug, Deputy

HOV:dm

9/12/78

Or. Dept. Property

Job:13983

ORIGINAL

100273

SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, made this 12th day of June, 1962, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City", DAYSTROM, INCORPORATED, a Texas corporation, formerly a New Jersey corporation, hereinafter called "Corporation", and LA JOLLA COUNTRY DAY SCHOOL, a California corporation, hereinafter called "School", WITNESSETH:

WHEREAS, a certain Declaration of Restrictions affecting portions of Pueblo Lots 1309 and 1317 of the Pueblo Lands of San Diego was recorded February 3, 1953, in Book 6931, page 332, and March 26, 1953, in Book 7007, page 153, of Official Records, County Recorder of San Diego County; and

WHEREAS, an Amendment to said Declaration of Restrictions was recorded September 20, 1954, in Series 1, Book 1360, File/Page No. 193932, Official Records, County Recorder of San Diego County; and

WHEREAS, City, Corporation and School are all those who own any interest in property which is affected by said Declaration of Restrictions and amendment thereto; and

WHEREAS, City, Corporation and School now desire to enter into a Second Amendment to said Declaration of Restrictions, in order to permit certain other uses of the property subject thereto; NOW, THEREFORE,

IT IS HEREBY MUTUALLY AGREED by the parties hereto that that Declaration of Restrictions recorded February 3,

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1959, in Book 6933, page 332, and March 26, 1959, in Book 7009, page 168, of Official Records, and the Amendment thereto recorded September 20, 1960, in Series 1, Book 1960, File/Page No. 133992, Official Records, County Recorder of San Diego County, is, and the same shall be further amended as follows:

1. Paragraph A thereof is deleted in its entirety and the following shall be substituted in place thereof:

"A. In the said real property, or any lot, parcel or portion thereof, no buildings or premises shall be erected, constructed, converted, established, altered, enlarged or used except for one or more of the following uses:

- (1) Research, development and/or testing, together with the fabrication, construction and assembly of equipment arising from such research, development and/or testing, such as prototypes, pilot models, systems or components thereof.
- (2) Private schools of primary grades through 12th grades.
- (3) Schools, the major purpose of which shall be in sciences, engineering trades or vocations used or employed by the permitted uses enumerated in this paragraph.
- (4) Professional or administrative offices.
- (5) Communications office, including, but not limited to, telephone exchange.
- (6) Photographic film process.
- (7) Cartography.
- (8) General engineering or research engineering offices.

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- (9) Fabrication, construction and assembly of computing machines and systems, electronic equipment, optical goods and instrumentation.
- (10) Churches.
- (11) Youth organizations, institutions of philanthropic or eleemosynary nature.
- (12) Municipal or governmental facilities for public use.
- (13) Any similar enterprises, businesses or uses which in the opinion of the committee hereinafter established, are consistent with the permitted uses herein enumerated."

2. Paragraph B thereof is deleted in its entirety and the following shall be substituted in place thereof:

"B. Permitted uses shall be conducted under the following conditions:

- (1) LOT SIZE. The property shall not be sold, divided or used in lots, parcels or portions less than 0.5 acres in area and not less than 75 feet on street frontage.
- (2) LOT COVERAGE. Maximum coverage of each lot, parcel or portion of said real property shall be 30%, except Lot 1 of Collegiate Park and Lot 3 of Prospect Acres where maximum coverage shall be 50%.
- (3) SETBACK. All structures, except fences, shall be located not less than 50 feet from primary streets. Primary streets are hereby designated as existing Miramar Road, proposed Miramar Street, Systems Street (proposed Genesee Avenue Extension), and proposed Footgate Mall. Setbacks on secondary streets

shall be 25 feet. Secondary streets shall be remaining streets in the area restricted that are not listed above. Fences shall not be permitted within the setback areas. Those portions of lots or parcels within the setback area shall be landscaped within 6 months after occupancy of the first building according to plans and specifications which have been approved by the committee hereinafter established. The remaining portions of all lots or parcels will be completely landscaped in accordance with requirements of the conditional use permit approving establishment of facility. No loading space or loading dock shall be located adjacent to any street, nor shall loading or unloading be done in such areas.

(4) **PARKING.** Off street parking for passenger automobiles shall be provided in each lot, parcel or portion of said real property. Parking areas shall be properly marked and appropriately marked and shall be located behind setback line. Parking areas shall be provided at the ratio of one parking space for each two employees, students or occupants of each lot, parcel or portion and shall be established back of the setback lines. Off-street parking for other uses shall be provided at the following ratios:

Churches: One space for every 4 seats in the main sanctuary.

Municipal or Governmental Facilities: As required by conditional use permit approving

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"establishment of facility, but in no instance shall requirement be less than 1 space for every 500 square feet of building area.

Public Assembly: 1 space for every 4 seats.

Youth Organizations, Institutions of philanthropic or eleemosynary nature: Same as Municipal or Governmental Facilities (see above).

- (5) **NUISANCES.** No objectionable noise, odor, vibration, dust, particulate matter or electric emanation shall be permitted beyond the immediate lot, parcel or portion of said real property.
- (6) **HEIGHT LIMITS.** No building or structure shall exceed 35 feet of height beyond the natural ground level except for religious ornamentation nor shall any building or structure above ground extend beyond the building line, and it is hereby declared that said area between the building lines and the property lines shall be used for open space or green areas or for off-street parking areas.
- (7) **SIGNS.** Signs shall conform to the regulations established for signs in the Zones under the requirements of the San Diego Municipal Code, except that provisions covering maximum sign dimensions shall not apply."

IN WITNESS WHEREOF, this Second Amendment to Declaration of Restrictions is executed by The City of San Diego, by and through its Mayor and City Clerk, pursuant to Resolution No. 17115 of the Council authorizing such execution,

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and Corporation and School have caused this second amend-
ment to be executed by their duly authorized officers,
and corporate seals attached, the day and year first here-
inafore written.

THE CITY OF SAN DIEGO

By Harry J. Schmitt
Vice-Mayor of said City

ATTEST:

James J. Doran
City Clerk of said City

DAYSTROM, INCORPORATED

By Robert B. Daystrom
Vice President

By James L. Daystrom
Secretary

LA JOLLA COUNTRY DAY SCHOOL

By William W. Fox
President

By James L. Fox
Secretary

I HEREBY APPROVE the form and legality of the within
agreement this 12th day of June, 1962.

ALAN M. FIRESTONE, City Attorney

By Robert J. Firestone
Chief Deputy City Attorney

RET: 10/5/23/62

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