

COPY

THE CITY OF SAN DIEGO

YMCA OF SAN DIEGO COUNTY

Nonprofit Lease

**Old Fire Station 13
7877 Herschel Avenue**

DOCUMENT NO. 41269515

FILED OCT 19 1987

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE OUTLINE

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
SECTION 1:	USES	
1.01	Premises	1
1.02	Uses	1
1.03	Related Council Actions	1
1.04	Quiet Possession	2
1.05	Easements and Reservations	2
1.06	Competent Management	2
1.07	Operation of Facilities	2
1.08	Rates and Charges	3
1.09	CITY Use	3
1.10	Political Activities	3
1.11	Religious Activities	3
1.12	Public Use	3
1.13	Parking	4
SECTION 2:	TERM	
2.01	Commencement	4
2.02	Holdover	4
2.03	Right to Extend	4
2.04	Surrender of Premises	5
SECTION 3:	CONSIDERATION	
3.01	Consideration	5
3.02	Inspection of Records	5
3.03	Unauthorized Use Charge	5
SECTION 4:	ASSIGNMENT	
4.01	Time is of Essence; Provisions Binding on Successors	6
4.02	Assignment and Subletting	6
4.03	Encumbrance	6
4.04	Defaults and Remedies	7
4.05	Eminent Domain	10
SECTION 5:	INSURANCE RISKS/SECURITY	
5.01	Indemnity	11
5.02	Insurance	11
5.03	Waste, Damage, or Destruction	13
SECTION 6:	IMPROVEMENTS/ALTERATIONS/REPAIRS	
6.01	Acceptance of Premises	14
6.02	Entry and Inspection	14
6.03	Maintenance	14
6.04	Improvements/Alterations	15

LEASE OUTLINE

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
	6.05 Utilities	15
	6.06 Construction Bond	15
	6.07 Liens	15
	6.08 Taxes	16
	6.09 Signs	16
	6.10 Ownership of Improvements and Personal Property	16
	6.11 Unavoidable Delay	17
	6.12 Development Plan	17
	6.13 Failure to Meet Development Schedule	18
	6.14 Coastal Commission Approval	18
SECTION 7:	GENERAL PROVISIONS	
	7.01 Notices	18
	7.02 Compliance with Law	18
	7.03 CITY Approval	19
	7.04 Nondiscrimination	19
	7.05 Equal Opportunity	19
	7.06 Partial Invalidity	19
	7.07 Legal Fees	19
	7.08 Number and Gender	19
	7.09 Captions	19
	7.10 Entire Understanding	20
	7.11 CITY Employee Participation Policy	20
	SPECIAL PROVISIONS	
	7.12 Corporate Authority	20
	7.13 CITY Option to Purchase	20
	7.14 Standard of Employees	21
	7.15 Faithful Performance Bond	21
	7.16 Relocation Payments	21
	7.17 Warranty	21
SECTION 8:	SIGNATURES	
	8.01 Signature Page	22
SECTION 9:	EXHIBITS	
	9.01 Legal Description	23
	9.02 General Development Plan	24
	9.03 Description and Listing of CITY-owned Personal Property	25
	9.04 Description and Listing of LESSEE-owned Improvements	26
	9.05 Corporate Name	27
	9.06 Schedule of Days and Hours of Operation	28
	9.07 Schedule of Rates and Charges	29

**CITY OF SAN DIEGO
NONPROFIT LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and the YMCA OF SAN DIEGO COUNTY, a California nonprofit corporation, hereinafter called "LESSEE."

SECTION 1: USES

1.01 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 in Section 9.01 of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

1.02 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of renovation, operation, and maintenance of the existing building at LESSEE'S sole cost and expense as a community center for recreational, educational, and cultural uses by teenagers, senior citizens, and other members of the general public, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever. Office use of the premises shall be in accordance with applicable zoning regulations and shall be limited solely to the director and staff of the community center. The premises shall not be used as general office space, including, but not limited to, general office space of LESSEE or the La Jolla Town Council, Inc.

LESSEE covenants and agrees to use the premises for all of the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

1.03 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.

1.04 Quiet Possession. LESSEE, by performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom.

1.05 Easements and Reservations.

- a. CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

1.06 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the reasonable satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a community recreation center and related activities in a fiscally responsible manner.

1.07 Operation of Facilities. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in Section 9.06, Schedule of Days & Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of

San Diego. The type and quality of any food service furnished on the premises by LESSEE shall qualify for the conditions and requirements of the "A" Card issued by the Department of Health to operators of food handling establishments.

- 1.08 Rates and Charges. All charges for merchandise and services or facilities on said premises shall be in accordance with the schedule set forth in Section 9.07, Schedule of Rates & Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative.

Fees shall cover fixed and operational expenses for and maintenance of the public meeting rooms. All fees collected by 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.

- 1.09 CITY Use. The premises shall be available to CITY for civic events and special programs, free of charge, except where LESSEE has scheduled events or programs. After every CITY use, the premises shall be left in the same condition found, and LESSEE shall not be required to incur any additional costs by reason of CITY use.

- 1.10 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1.02, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

- 1.11 Religious Activities. LESSEE shall neither conduct nor permit others to conduct activities or services of a religious nature on the leased premises, nor shall the premises be used to proselytize individuals to a particular religious creed or faith. Membership in LESSEE'S organization, the Young Men's Christian Association, shall not be a requirement for persons to participate in the programs and activities at the premises. For those persons wishing to use the premises, no religious test or inquiry as to religious affiliation shall be made, nor shall persons be requested to attend religious services at any location whatsoever.

- 1.12 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises. LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public, and

are designed to allow LESSEE to use the premises for the purposes specified herein. LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.02, Uses, hereof.

LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by LESSEE at a location agreeable to CITY.

- 1.13 Parking. During the term of this lease, LESSEE shall have exclusive use of the tandem parking spaces located in the rear portion of the leased premises. If these spaces are inadequate to satisfy the off-street parking requirements associated with the uses specified in Section 1.02 herein, then LESSEE shall enter into suitable off-site parking agreements at its sole cost and expense so that there is always compliance with off-street parking requirements. The CITY assumes no responsibility in this matter and is under no obligation to waive or reduce any off-street parking requirements now in effect or which hereafter may be in effect.

SECTION 2: TERM

- 2.01 Commencement. The term of this agreement shall be twenty-five (25) years commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager.
- 2.02 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to terminate the holdover tenancy at will.
- 2.03 Right to Extend. Provided that LESSEE is not then in default of this lease, LESSEE shall have the right of first refusal for one extension of this lease for an additional term of twenty-five (25) years, subject to all terms, covenants and conditions of this agreement, in the event that the City Council of CITY at that time votes to continue use of the premises as a nonprofit community center at a nominal rental.

To obtain a determination of whether the use shall be extended, LESSEE must give CITY at least six (6) months written notice before the date on which this lease expires, and the question of future use of the premises will be brought before the City Council for decision.

- 2.04 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances, and in a decent, safe and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, the CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision and the notice will be conclusive evidence of the termination of this lease and all LESSEE'S rights to the premises.

SECTION 3: CONSIDERATION

- 3.01 Consideration. City acknowledges receipt of One Dollar (\$1), which, together with the use requirements set forth herein, constitutes the total consideration for the full term of this lease agreement.
- 3.02 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.
- 3.03 Unauthorized Use Charge. LESSEE shall pay CITY twenty percent (20%) of the gross receipts for any service or use that is not permitted by this lease. The existence of the twenty percent (20%) charge in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any CITY rights to terminate a service or use or to default LESSEE for participating in or allowing any unauthorized use of the leased premises.

SECTION 4: ASSIGNMENT

- 4.01 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.
- 4.02 Assignment and Subletting. LESSEE shall not be permitted to assign this lease. Any subleasing of any portion of the leased premises must have the prior written approval of the City Manager. The City Manager may require, as a condition to approval of any sublease, that the proposed sublessee pay additional rent to CITY to equal the full fair market rent justifiable at the date of such proposed sublease and that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current.
- 4.03 Encumbrance. Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises in accordance with Section 6.12, Development Plan, hereof. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon must first have the approval in writing of the City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises.

In the event any such approved 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, CITY will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all

the rights, privileges and duties granted and imposed in this lease.

Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument shall be invalid with respect to this lease without prior notice thereof to and approval by CITY. Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of CITY. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or condition hereof.

4.04 Defaults and Remedies.

a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it 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 rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.04a.(1) hereinabove is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

- b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:
- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable within thirty (30) days after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.
 - (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
 - (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary 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 this lease, and CITY may enforce all its rights and remedies hereunder.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.05 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken.
- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INSURANCE RISKS/SECURITY

5.01 Indemnity. LESSEE shall at all times relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

- a. any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises;
- b. any operation, use, or occupation conducted on the premises;
- c. any act, omission, or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
- d. any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.

5.02 Insurance. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- a. Public liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the premises.
- b. Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on the leasehold in accordance with Section 4.03, Encumbrance, hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision

reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.

- c. Conditions. All insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days' prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- d. Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- e. Accident Reports. LESSEE shall report to CITY any accident causing more than TEN THOUSAND DOLLARS (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- f. Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of

the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Sub-section f., if LESSEE fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE and CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.03 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) 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 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, at CITY'S option, 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 CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.02, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) 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.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.01 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY will not perform any work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.

The condition of the premises is completely "as is," which LESSEE acknowledges and accepts by signing this lease. LESSEE understands that no CITY funds will be expended in the improvement of the premises.

- 6.02 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 therein. 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 (10) days written notice to LESSEE, to have any necessary maintenance work done 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 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 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 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.

- 6.03 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with the Development Plan described in Section 6.12, Development Plan, hereof and with

all applicable laws. The CITY assumes no responsibility, financial or otherwise, for operating and maintaining the premises.

- 6.04 Improvements/Alterations. No improvements, structures, or installations shall be constructed on or within the premises, and the premises may not be altered, rehabilitated, or reconstructed by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on or within the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the 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 or assume any expense for any improvements or alterations.
- 6.05 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities will be installed underground.
- 6.06 Construction Bond. Whenever there is any construction to be performed on or within the premises, LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 100 percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.
- 6.07 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
 - b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.
- 6.08 Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any other obligation that it may have under this lease to CITY.
- 6.09 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.
- 6.10 Ownership of Improvements and Personal Property.
- a. Any and all improvements, structures, equipment and installations or additions to the premises now existing on the premises shall remain CITY'S property. Any and all new permanent improvements constructed in accordance with Sections 6.04 and 6.12 hereof shall be deemed to be part of the premises and shall become CITY'S property upon completion of the improvement(s) to the satisfaction of the City Manager. LESSEE shall keep CITY'S title free of all liens and claims except as otherwise provided in this lease. CITY-owned equipment is listed in Section 9.03 hereof, which item(s) may not be removed or disposed of by LESSEE without prior written permission from the City Manager.
 - b. LESSEE-owned machines, appliances, equipment, trade fixtures, and other items of personal property shall be removed by LESSEE by the date of the expiration or

termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense. LESSEE-owned trade fixtures are listed in Section 9.04 hereof.

- c. If any removal of such trade fixtures and personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage at its expense.
- d. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent at the rate in effect immediately prior to said expiration or termination.
- e. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its trade fixtures and personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the right of first refusal to purchase said fixtures and personal property.

6.11 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.

6.12 Development Plan. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk, which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Section 9.02 hereof. 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. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY.

- 6.13 Failure to Meet Development Schedule. Should LESSEE fail to complete construction within six (6) months following the date specified for completion in the General Development Plan hereof, CITY may, at its option, terminate this lease.
- 6.14 Coastal Commission Approval. LESSEE shall comply with the California Coastal Act, at its sole cost, and apply to the San Diego Coast Regional Commission or other such authorized State body for any necessary Coastal Development Permit authorizing the construction of improvements in the Coastal Zone. LESSEE will proceed with diligence to obtain such permit, but if unable to do so within six (6) months after the effective date of this lease, this lease will, at the option of the City Manager, terminate.

SECTION 7: GENERAL PROVISIONS

7.01 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the leased premises or at such other address designated in writing by LESSEE; and to CITY as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

- 7.02 Compliance with Law. LESSEE shall at all times in the renovation, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

- 7.03 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
- 7.04 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, age, or physical handicap 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. LESSEE shall pay its employees, except those who are volunteers, the prevailing wage rates in the City of San Diego for like labor.
- 7.05 Equal Opportunity. LESSEE agrees to abide by CITY'S Affirmative Action Program for LESSEES as it exists or is amended to the extent that the program is applicable to this lease. A copy of the program effective as of the date of this lease is on file in the City Clerk's Office and by this reference is part hereof. The program's goal is the attainment of employment for minorities and women in all areas of employment, in a total percentage as established by CITY for its Affirmative Action Program each year.
- 7.06 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.07 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
- 7.08 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.09 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements or leases with consultants, vendors or LESSEES shall include a condition that the contract, agreement or lease shall be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

- 7.12 Corporate Authority. Each individual executing this lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the bylaws of the corporation, and that this lease is binding upon the corporation in accordance with its terms and that LESSEE is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify LESSEE to do business in the state where the premises are situated.

- 7.13 CITY Option to Purchase. In the event LESSEE desires to dispose of its interest in this lease, together with any of its interest in improvements, trade fixtures and furnishings owned by LESSEE on the leased premises, CITY shall be given the first right to purchase said interest and improvements at a mutually agreeable price. If CITY does not exercise such right to purchase, LESSEE shall not then sell or offer to sell

its interest at a lower price without first reoffering to CITY the right to purchase at such lower price.

- 7.14 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 7.15 Faithful Performance Bond. LESSEE shall maintain with CITY a Faithful Performance Bond in the amount of One Thousand Dollars (\$1,000) in cash, or other method satisfactory to CITY, payable to CITY for loss resulting from failure of LESSEE to comply with the covenants and conditions of this lease agreement, or for reimbursement to CITY for expenses incurred in performing itself such covenants or conditions after breach of LESSEE, including the costs and reasonable attorney's fees for defending CITY against any claims resulting from such failure of LESSEE.
- 7.16 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.
- 7.17 Warranty. CITY does not warrant that said premises are suitable for the purposes for which they are leased as stated herein.

SECTION 8: SIGNATURES

8.01 Signature Page

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

THE CITY OF SAN DIEGO

Date 10/19/87

By *Paul H. Galy*
ASSISTANT TO THE City Manager

LESSEE: YMCA OF SAN DIEGO COUNTY, A NON
PROFIT CORPORATION

Date 9/2/87

By *Richard A. Collette*
President

By _____

APPROVED as to form and legality this 9 day of November, 19 87.

JOHN W. WITT, City Attorney

By *J. Witt*
Deputy City Attorney

PTC:baa(7)61
8-27-87

9.01 Legal Description

Lots 2 and 3 in Block 40 of La Jolla Park, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 352, filed in the Office of the San Diego County Recorder, March 22, 1887.

9.02 General Development Plan.

The General Development Plan consists of:

- a. Plot Plan
- b. Floor Plans
- c. Schematic Elevations
- d. Development Schedule
- e. Estimated Construction Costs
- f. Financial Plan
- g. Others as applicable

and is filed in the Office of the City Clerk referenced to this lease.

9.03 Description and Listing of CITY-owned Personal Property

National Gas Pump

Model: A-38

Serial No.: A-388642

Date: 12-38

9.04 Description and Listing of LESSEE-owned Improvements.

None

9.05 Corporate Name

YMCA OF SAN DIEGO COUNTY
CORPORATE NAME

I, Richard A. Collato, certify that I am the President of the corporation named in the attached agreement; that Richard A. Collato, who signed this agreement on behalf of the corporation, was then President of said corporation; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body, pursuant to a resolution duly adopted by its Board of Directors on 10/25, 1982 and is within the scope of its corporate powers; and that set out below are the names of the officers and directors of said corporation.

By Richard A. Collato

CORPORATE SEAL

Name _____
Title _____

Name _____
Title _____

Name _____
Title _____

Name _____
Title _____

N/A

9.06 Schedule of Days & Hours of Operation

Basic Firehouse Teen/Senior Center Operating Hours:

Monday thru Thursday:	8 a.m. - 10 p.m.
Friday & Saturday:	8 a.m. - 12 midnight
Sunday:	8 a.m. - 10 p.m.

9.07 Schedule of Rates & Charges

Basic Registration Fee: \$5 to 10 annually

Program fees range from \$4 to \$50 depending on program.

Fees are subject to annual review.

Prop
51A

(R-88-666)

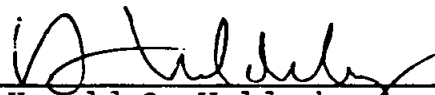
RESOLUTION NUMBER R- 269515

ADOPTED ON OCT 19 1987

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a 25-year lease agreement with the YMCA OF SAN DIEGO COUNTY, a California nonprofit corporation, for the development of Old Fire Station 13, located at 7877 Herschel Avenue, as a public community center, at an annual rental of \$1, under the terms and conditions set forth in that agreement on file in the office of the City Clerk as Document No. RR- 269515

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
09/30/87
Or.Dept:Prop.
Job:217124
R-88-666
Form=r.none



LA JOLLA
YMCA

LA JOLLA YMCA

Firehouse #13 Financial Plan

DEVELOPMENT PLAN

The funding of the renovation and furnishing of the Firehouse will be done on a cash basis from contributions received from the community. The fund raising process was started in March of 1986 with a goal set of \$600,000.

To date \$530,749 has been pledged against that goal. To date \$376,454 has been paid. Pledges are due on the following schedule:
By December 31, 1987 \$90,760; By December 31, 1988 \$35,380; By December 31, 1989 \$25,055 and By December 31, 1990 \$3,100.

The La Jolla YMCA is prepared to pay off all costs for construction from it's Reserve Property Fund. There will be no external financing involved in this project.

LA JOLLA YMCA
FIREHOUSE #13 PROJECT COSTS

I. DIRECT PROJECT COSTS:

1. Cost of new construction: _____ sq.ft. @ \$ _____	1.	
and/or cost of renovation <u>6,000</u> sq.ft. @ \$ _____		\$ <u>300,000</u>
2. Furnishings and equipment 20%	2.	<u>60,000</u>
3. Demolition of existing structures on site	3.	<u>-0-</u>
4. Landscaping, fencing, paving, grading - \$2/ft.	4.	<u>12,000</u>
5. Architectural, engineering fees and administrative costs:		
a. Architectural \$ _____		
b. Architectural Consultant <u>-0-</u>		
c. Project Manager <u>-0-</u>		
d. Other _____		
	5.	<u>33,000</u>
6. Contingencies (5% of items 1 & 4 above)	6.	<u>15,600</u>
7.		
	Sub Total: 7.	<u>420,600</u>

II. INDIRECT PROJECT COSTS:

8. Land acquisition and/or leasing costs, plus present indebtedness (mortgage, loans, etc.)	8.	
9. Interim and start-up operating costs	9.	<u>24,000</u>
10. Current Support subsidy		
a. 100% of 1st year requirements \$ _____		
b. 55-60% of 2nd year requirements _____		
c. 20-30% of 3rd year requirements _____		
d. 0-15% of 4th year requirements _____		
	10.	<u>-0-</u>
11. Development studies		
a. Goal feasibility study \$ _____		
b. Welfare Planning Council study _____		
c. Economic analysis survey _____		
d. Others <u>2,000</u>		
	11.	<u>2,000</u>
12. Capital Campaign costs (5-6% of goal)		
a. Director's fee \$ _____		
b. All other expenses <u>7,000</u>		
	12.	<u>7,000</u>
13. Interest on project costs (estimated @ 5% of total of lines 1-11)	13.	<u>22,400</u>
14.		
	Sub Total: 14.	<u>476,000</u>
15. Shrinkage (5% of figure on line 14)	15.	<u>24,000</u>
16. Amount included for endowment purposes and/or debt elimination (optional)	16.	<u>100,000</u>
17.		
	Sub Total: 17.	<u>600,000</u>

III. CREDITS:

18. Cash, reserves, securities, etc.	18.	<u>(less)</u>
19. Anticipated proceeds from sale of property	19.	<u>(less)</u>
20. <u>PRELIMINARY CAMPAIGN GOAL:</u>	20.	<u>600,000</u>

REV APR 05 1967
REV MAY 05 1967
REV JUL 05 1967

REV MAY 87
REV JUL 87

[illegible]

RESOLUTION NUMBER R- 266538

ADOPTED ON SEP 8 1986

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to negotiate a proposed lease with NORTHWEST YMCA/LA JOLLA TOWN COUNCIL for the renovation and use of Old Fire Station 13 at 7877 Herschel Avenue as a senior/teen center.

BE IT FURTHER RESOLVED, that the Manager negotiate on the basis of providing a 25-year lease term, with an appropriate option to renew, with conditions that the facility be available primarily for seniors and teenage participants but also for programs for all age groups, if feasible, and further, that the proposed lease provide for a rent payment to the City in the amount of One Dollar (\$1.00) per year.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
8/11/86
8/29/86 REV.1
9/16/86 REV.2
Or.Dept:PF&R
R-87-264
Form=r.none

1 RECORDING REQUESTED BY AND
2 WHEN RECORDED MAIL TO:

3 California Coastal Commission
4 San Diego District Office
5 1333 Camino del Rio South, Suite 125
6 San Diego, California 92108

7 DEED RESTRICTION

8 I. WHEREAS, the City of San Diego ("Owner") is the
9 record owner of certain real property located in the
10 County of San Diego, State of California and described in
11 attached Exhibit A, hereby incorporated by reference, and
12 hereinafter referred to as the "Property"; and

13 II. WHEREAS, the California Coastal Commission
14 ("Commission") is acting on behalf of the people of the
15 State of California; and

16 III. WHEREAS, the Property is located within the
17 coastal zone as defined in Section 30103 of the
18 California Public Resources Code (hereinafter referred to
19 as the California Coastal Act); and

20 IV. WHEREAS, pursuant to the California Coastal Act
21 of 1976, YMCA of San Diego County, the applicant under
22 Coastal Development Permit No. 6-87-482 ("Applicant")
23 applied to the Commission for a coastal development
24 permit for the development on the Property described
25 above; and

26 V. WHEREAS, Coastal Development Permit No.
27 6-87-482 was granted on December 8, 1987 by the
28 California Coastal Commission based on the findings

1 adopted by the Commission attached in Exhibit B and
2 hereby incorporated by reference; and

3 VI. WHEREAS, Coastal Development Permit No.
4 6-87-482 was subject to the terms and conditions
5 including but not limited to the following condition:

6 "1. Off-Site Parking Requirements. Prior to
7 the issuance of a coastal development permit for
8 this project, the applicant shall submit evidence to
9 the Executive Director that the City of San Diego
10 has found that the parking requirements of Special
11 Use Permit No. 87-0515 have been satisfied; and, the
12 applicant shall record a deed restriction that any
13 change in use for other than a teen/senior center
14 shall require a coastal development permit which
15 shall satisfy all applicable parking requirements."

16 VII. WHEREAS, the Commission found that but for the
17 imposition of the above condition the proposed
18 development could not be found consistent with the
19 provisions of the California Coastal Act of 1976 and that
20 a permit could therefore not have been granted; and

21 VIII. WHEREAS, it is intended that this Deed
22 Restriction is irrevocable and shall constitute
23 enforceable restrictions; and

24 IX. WHEREAS, Owner has elected to comply with the
25 condition imposed by Permit No. 6-87-482 so as to enable
26 Applicant to undertake the development authorized by the
27 permit;

28 ///

1 NOW, THEREFORE, in consideration of the granting of
2 Permit No. 6-87-482 to the Applicant by the Commission,
3 the Owner hereby irrevocably covenants with the
4 Commission that there be and hereby are created the
5 following restrictions on the use and enjoyment of said
6 Property, to be attached to and become a part of the deed
7 to the Property. The undersigned Owner, for itself and
8 for its heirs, assigns, and successors in interest,
9 covenants and agrees that:

10 1. As of the date of execution of this deed
11 restriction, any change in use of the Property for other
12 than a teen/senior center would require a coastal
13 development permit which permit would be conditioned upon
14 satisfaction of all applicable parking requirements, and
15 Owner agrees that so long as the law requires such a
16 coastal development permit, Owner shall comply with the
17 applicable law in the event of any future proposed change
18 in use of the Property.

19 2. This deed restriction shall remain in full
20 force and effect during the period that said permit, or
21 any modification or amendment thereof, remains effective,
22 and during the period that the development authorized by
23 said permit or any modification of said development,
24 remains in existence in or upon any part of, and thereby
25 confers benefit upon, the Property described herein, and
26 to that extent, said deed restriction is hereby deemed
27 and agreed by Owner to be a covenant running with the

28 ///

1 land, and shall bind Owner and all its assigns or
2 successors in interest.

3 3. Owner agrees to record this Deed Restriction in
4 the Recorder's Office for the County of San Diego as soon
5 as possible after the date of execution.

6 DATED: March 7, 1988, 1988

7
8 CITY OF SAN DIEGO

9
10 By: *M. A. Stapleton*

11 APPROVED as
12 to form by JOHN W. WITT, City Attorney

13 By: *[Signature]*
14 Deputy City Attorney

13 STATE OF CALIFORNIA)
14) ss.
14 COUNTY OF SAN DIEGO)

15 On March 7, 1988 before me, the undersigned, a
16 Notary Public in and for said State, personally appeared

17 M. A. Stapleton

18 personally known to me or proved to me on the basis of
19 satisfactory evidence to be the person who executed this
20 instrument as Deputy City Manager, (Title), an authorized
21 representative of the City of San Diego, and acknowledged
22 to me that the City of San Diego executed it.

23 Witness my hand and official seal.

24 *Lorna M. Murt*
25 Notary Public

26 Lorna M. Murt



1 This is to certify that the deed restriction set forth
2 above is hereby acknowledged by the undersigned officer
3 on behalf of the California Coastal Commission pursuant
4 to authority conferred by the California Coastal
5 Commission when it granted Coastal Development Permit No.
6 _____ on _____, and the California Coastal
7 Commission consents to recordation thereof by its duly
8 authorized officer.

9
10 Dated: _____
11 California Coastal Commission

12
13
14 STATE OF CALIFORNIA)
15) ss.
16 COUNTY OF)

17 On _____ before me, the undersigned, a
18 Notary Public in and for said State, personally appeared
19 _____ personally
20 known to me or proved to me on the basis of satisfactory
21 evidence to be the person who executed this instrument as
22 _____ (Title), an authorized representative of
23 the California Coastal Commission and acknowledged to me
24 that the California Coastal Commission executed it.

25 Witness my hand and official seal.

26 _____
27 Notary Public

28 ///

LEGAL DESCRIPTION

Lots 2 and 3 in Block 40 of La Jolla Park, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 352, filed in the Office of the San Diego County Recorder, March 22, 1887.

EXHIBIT A

CALIFORNIA COASTAL COMMISSION

SAN DIEGO COAST DISTRICT
1333 CAMINO DEL RIO SOUTH, SUITE 125
SAN DIEGO, CA 92108-3520
(619) 297-9740

Filed: October 26, 1987
49th Day: December 14, 1987
180th Day: April 24, 1988
Staff: MP-SD
Staff Report: November 20, 1987
Hearing Date: December 8-11, 1987



REGULAR CALENDAR
STAFF REPORT AND PRELIMINARY RECOMMENDATION

Application No.: 6-87-482

Applicant: YMCA of San Diego County

Description: Renovation of former City fire station for use as teen and senior center. Existing building is two stories in height and contains approximately 5,580 square feet.

Lot Area	7,200 sq. ft.
Building Coverage	5,580 sq. ft. (78%)
Pavement Coverage	1,620 sq. ft. (22%)
Landscape Coverage	0 sq. ft. (0%)
Parking Spaces	10 (on-site); 15 (off-site proposed)
Zoning	La Jolla Planned District Zone 1
Plan Designation	Planned District Commercial
Ht abv fin grade	40 feet

Site: 7877 Herschel Avenue, La Jolla, San Diego, San Diego County.
APN 350-182-03.

Substantive File Documents: City of San Diego La Jolla Land Use Plan (certified); La Jolla Planned District Ordinance; Coastal Development Permits Nos. 6-87-564 (Library Association of La Jolla), 6-87-363 (City of San Diego)

STAFF NOTES:

Summary of Staff's Preliminary Recommendation:

Staff is recommending approval of the proposed conversion project. As the City of San Diego required, staff is recommending that additional off-street parking be provided. The off-street parking that is proposed, by the applicant, to be used may be required parking for an existing project and, therefore, would not be acceptable. However, "unallocated" off-street parking at another location would be acceptable.

EXHIBIT B

PRELIMINARY STAFF RECOMMENDATION:

The staff recommends the Commission adopt the following resolution:

I. Approval with Conditions.

The Commission hereby grants a permit for the proposed development, subject to the conditions below, on the grounds that the development will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. Standard Conditions.

See attached page.

III. Special Conditions.

The permit is subject to the following conditions:

1. Off-Site Parking Requirements. Prior to the issuance of a coastal development permit for this project, the applicant shall submit evidence documenting the provision and exclusive use, at all times, of 15 parking spaces, within 500 feet of the subject site, on a firm, long-term basis. The off-site parking shall not be previously required or necessary parking for any other use(s). Appropriate directional signing to any off-site spaces shall be provided. The configuration, internal circulation and size of all proposed parking shall first be approved by the City of San Diego.

If, at any time, the applicant cannot provide the above required parking, the applicant or any assigned successors in interest shall re-apply to the Coastal Commission or its successor in interest for its review and approval to receive an amendment or new coastal development permit. The above requirements shall be incorporated into deed restrictions which shall be recorded, in a form and content acceptable to the Executive Director, against both the project site and the off-site parking facility. All restrictions shall be recorded free of any prior liens or encumbrances, other than tax liens, which the Executive Director believes may affect the interest being conveyed.

IV. Findings and Declarations.

The Commission finds and declares as follows:

1. Proposed Project. The applicant is a lessee of the City of San Diego. The applicant proposes to renovate a former City fire station for use as teen and senior center. The existing building is two stories in height and contains approximately 5,580 square feet on two levels. The proposed uses will generally include social and educational activities for senior citizens

during the day; and, similar activities for teen agers during the evening hours. The building will also be available for meetings and other activities of community groups. The proposed conversion/change of use requires a coastal development permit because of the change (increase) in the intensity of use of the structure (Coastal Act Sections 30106 and 30600).

What standards
2. Parking. The proposed project includes the provision of 10 off-street parking spaces on-site and the provision of 15 additional spaces off-site at 7855 Ivanhoe Avenue. The proposed project has been reviewed by the City of San Diego and found to be consistent with the City's La Jolla Planned District Ordinance (PDO).

The City of San Diego has required, through the PDO review, that the 15 off-site parking spaces be provided by the applicant. This provision of parking in this manner has been previously acceptable to the Commission as it provides usable parking within close proximity to the approved use. The Commission is concerned, however, that off-site parking does not usurp parking that is already allocated to other uses. The parking that has been proposed at 7855 Ivanhoe Avenue may have already been allocated.

So that the off-site parking can be reviewed and so that there is a reasonable guarantee that it will be provided on a continuous, long-term basis, Special Condition No. 1 requires review and approval by the Executive Director and documentation of the parking through deed restrictions. The off-site parking can be provided at any location which meets the requirements of Special Condition No. 1. Therefore, as conditioned, it is found that the proposed project is consistent with Coastal Act Section 30252 and the La Jolla PDO.

The Commission has, in the past, taken action to improve overall traffic circulation in La Jolla by investigating alternative transit modes. As a result, the Commission has asked for and received in-lieu fees for the traffic impact of certain commercial and office development in La Jolla. The subject development is, however, the conversion of a public use to a community-serving use. The users of the new facility will primarily be residents of the community and the facility will not draw large numbers of users into La Jolla. The Commission finds that the proposed development will not further encumber the La Jolla street circulation system, and, thus, in-lieu traffic fees are not required.

3. Consistency with Coastal Act Policies. In addition to the findings made above regarding parking, the Commission must determine the proposed project's consistency with other Coastal Act policies. The project site is located within the central commercial core area of the La Jolla community. Much of the orientation of the retail and other uses in the area is at the pedestrian scale. The proposed project will be consistent with the existing surrounding development and will be of a similar scale and character. It is, therefore, found that the proposed project is consistent with Coastal Act Sections 30250(a) and 30251. The new use will also provide additional community-serving and visitor-serving uses in this unique coastal community.

4. Local Coastal Planning. Section 30604 (a) also requires that a coastal

development permit shall be issued only if the Commission finds that the permitted development will not prejudice the ability of the local government to prepare a Local Coastal Program (LCP) in conformity with the provisions of Chapter 3 of the Coastal Act. In this case, such a finding can be made.

The City of San Diego's La Jolla Land Use Plan (LUP) has been certified by the Commission. The proposed project is consistent with all policies of the LUP. The implementing action for the LUP in the central La Jolla area will be the Planned District Ordinance, which is substantially consistent with the LUP, but has not been formally reviewed by the Commission. As conditioned, the project is consistent with the PDO. The project site is not located within the Beach Impact Area (BIA) of the City's Local Coastal Program. The parking requirements of BIA zone are higher in areas immediately adjacent to the coast. In some instances, the BIA parking requirements are greater than those in the PDO. However, in the area outside of the BIA, the parking requirements of the PDO have been accepted in past permit decisions as they are, on balance, as rigorous as the BIA requirements, and promote parking and traffic circulation treatments which encourage public beach access. Therefore, the Commission finds that approval of this project, as conditioned, will not result in any serious prejudice to the City of San Diego's LCP preparation abilities.

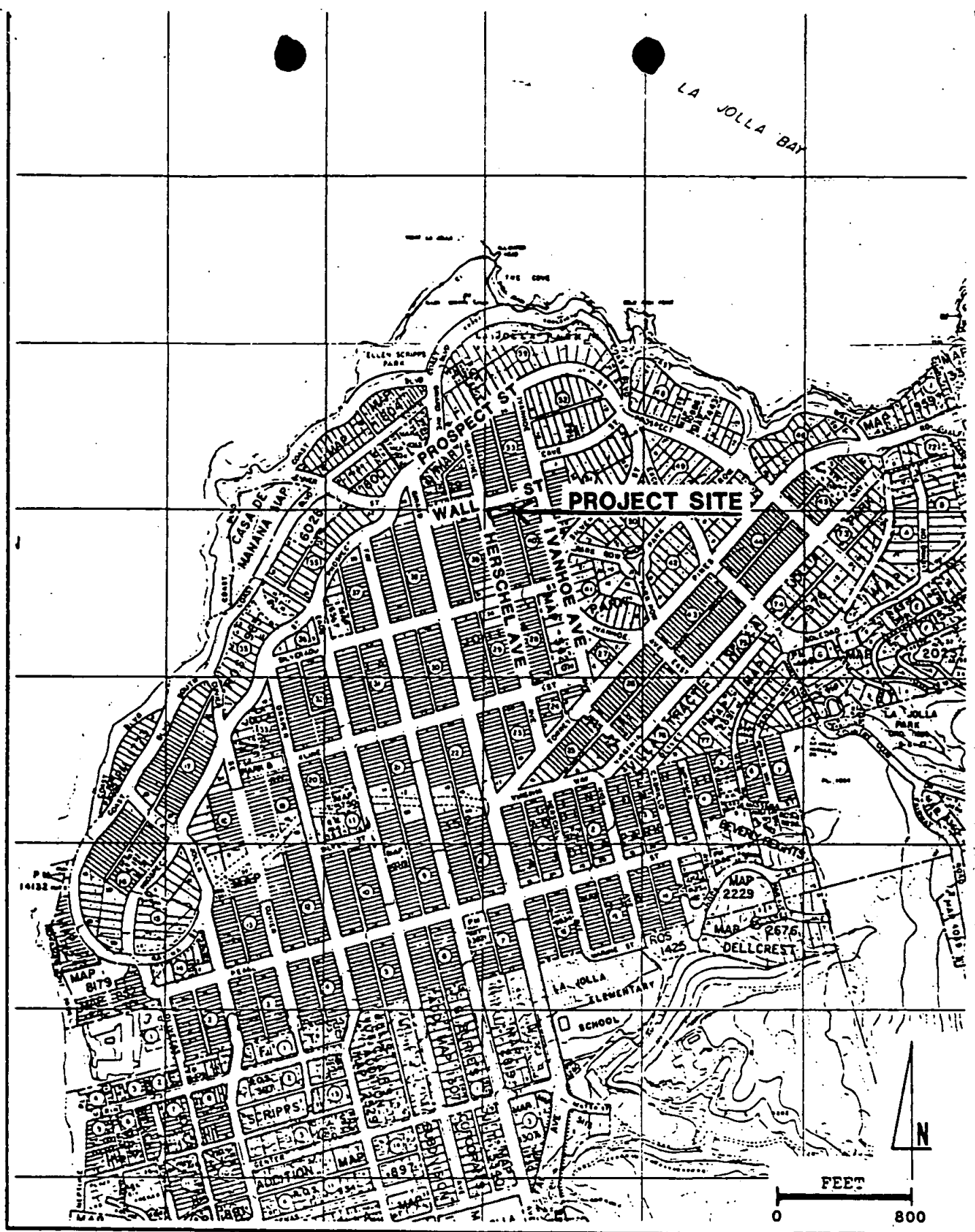
STANDARD CONDITIONS:

1. Notice of Receipt and Acknowledgement. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal as set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the development during construction, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and

conditions of the permit.

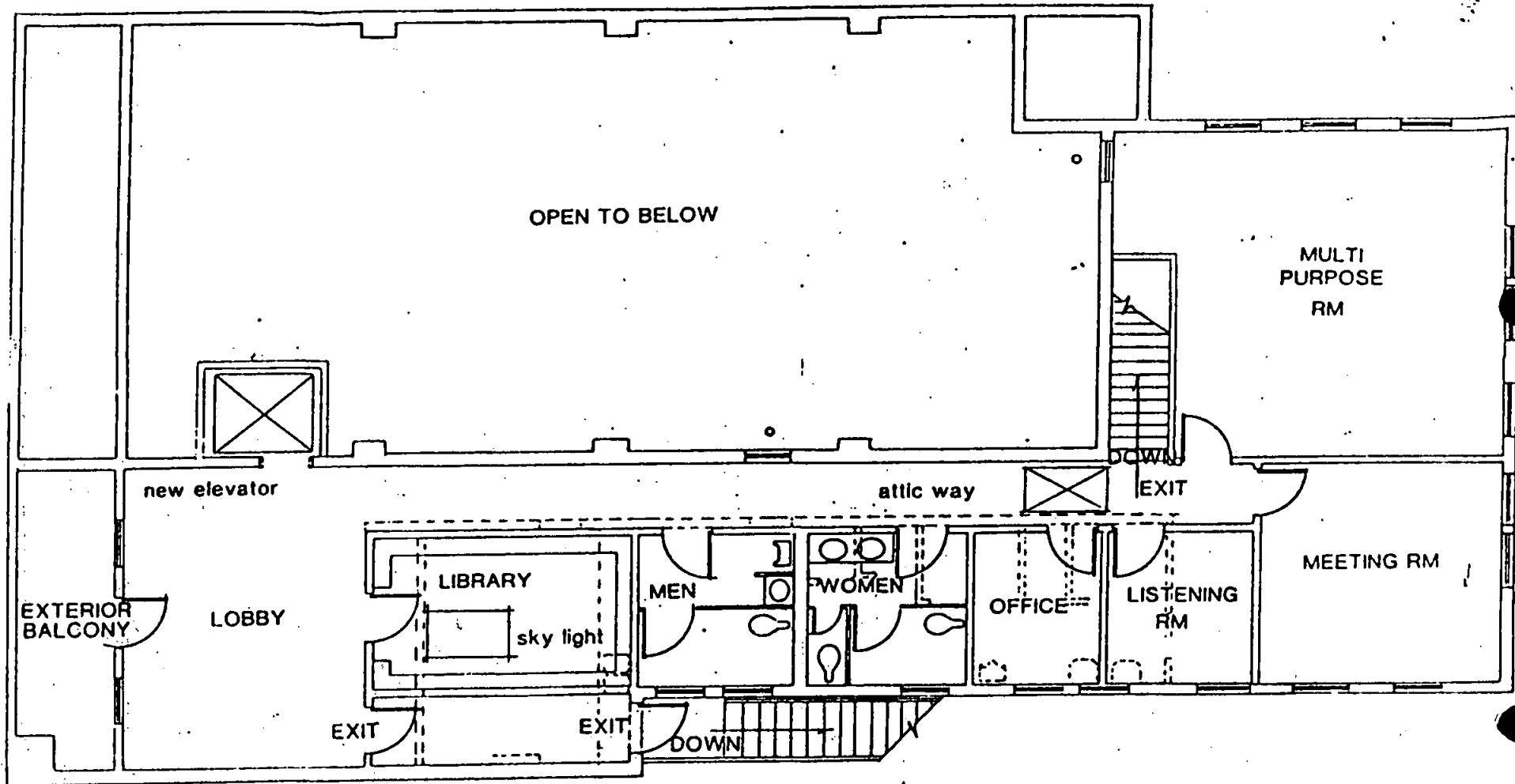
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

(7428R)



LOCATION MAP

6-87-482



SECOND FLOOR PLAN

SECOND FLOOR PLAN

6-87-482

CALIFORNIA COASTAL COMMISSION

SAN DIEGO COAST DISTRICT
1333 CAMINO DEL RIO SOUTH, SUITE 125
SAN DIEGO, CA 92108-3520
(619) 297-9740

Date January 11, 1988Application No. 6-87-482Page 1 of 2NOTICE OF INTENT TO ISSUE PERMIT

On December 8, 1987, the California Coastal Commission approved the application of YMCA of San Diego County, subject to the attached standard and special conditions, for the development described below:

Description: Renovation of former City fire station for use as teen and senior center. Existing building is two stories in height and contains approximately 5,580 square feet.

Lot Area	7,200 sq. ft.
Building Coverage	5,580 sq. ft. (78%)
Pavement Coverage	1,620 sq. ft. (22%)
Landscape Coverage	0 sq. ft. (0%)
Parking Spaces	10 (on-site); 15 (off-site proposed)
Zoning	La Jolla Planned District Zone 1
Plan Designation	Planned District Commercial
Ht abv fin grade	40 feet

Site: 7877 Herschel Avenue, La Jolla, San Diego, San Diego County.
APN 350-182-03.

The permit will be held in the San Diego District Office of the Commission, pending fulfillment of Special Conditions 1 and 2. When these conditions have been satisfied, the permit will be issued.

CHARLES DAMM
DISTRICT DIRECTOR
BY

STANDARD CONDITIONS:

1. Notice of Receipt and Acknowledgement. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal as set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the development during construction, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Off-Site Parking Requirements. Prior to the issuance of a coastal development permit for this project, the applicant shall submit evidence to the Executive Director that the City of San Diego has found that the parking requirements of Special Use Permit No. 87-0515 have been satisfied; and, the applicant shall record a deed restriction that any change in use for other than a teen/senior center shall require a coastal development permit which shall satisfy all applicable parking requirements.

2. Changes to Parking or Use. Any change in the parking requirements of Special Use Permit No. 87-0515 shall be reported to the Executive Director for determination if an amendment to this permit (6-87-482) is required. This permit does not allow for any use of the building other than a teen and senior center.