

DUPLICATE

THE CITY OF SAN DIEGO
and
EDUCATIONAL ENRICHMENT SYSTEMS, INC.

Flat Rate Lease

DOCUMENT NO. RL-290449
JUL 20 1998
FILED _____
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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**CITY OF SAN DIEGO
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and EDUCATIONAL ENRICHMENT SYSTEM, INC., a nonprofit organization hereinafter called "LESSEE."

SECTION 1: USES

- 1.1 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 Exhibit 10.1, 10.2A and 10.2B attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

Within approximately 12 months, the CITY will acquire the adjacent parcel described in Exhibit 10.2B. In the interim, City will lease this parcel from the San Diego Unified School District and sublease to LESSEE.

- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of building and operating a nonprofit subsidized children's day care center and preschool for low-income families, in accordance with the General Development Plan referenced in Exhibit 10.4 hereof, 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.

*amended 6-22-99
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The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

LESSEE covenants and agrees to use the premises for 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.

1.3 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.

1.4 Quiet Possession. LESSEE, paying the rent and 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, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

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1.5 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. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by CITY.

CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.6 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a children's day care center and preschool and related activities in a fiscally responsible manner and in compliance with Federal and State accreditation standards.

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- 1.7 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 10.8, Schedule of Days and 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 and laws of the City of San Diego, State and Federal governments.

- 1.8 Rates and Charges. All charges for services on said premises shall be in accordance with the schedule set forth in Section 10.7, Schedule of Rates and 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 premises. All proceeds including 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.

- 1.9 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. The CITY agrees to indemnify and hold LESSEE harmless from any and all claims, liabilities or damages, including attorneys' fees incurred in connection with or arising out of such use by CITY. In addition, CITY agrees to give LESSEE reasonable advance notification of any such usage in order to afford LESSEE opportunity to secure its personal property as it deems appropriate. LESSEE shall be entitled to a representative in attendance in any such event or program.

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1.10 Political Activities. Pursuant to Council Policy 700-11, the leased premises shall be used exclusively for the purposes specified in Section 1.2, 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 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 1.2, 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 and maintained by LESSEE at a location acceptable to CITY.

SECTION 2: TERM

2.1 Commencement. The term of this agreement shall be 20 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.

2.2 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 apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

2.3 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

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clear of all liens and encumbrances and in a decent, safe, and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, 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: RENT

- 3.1 Time and Place of Payment. Rent is due yearly in advance on or before the beginning of each lease year. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 3.2 Rent. The rent during the first ten years of the term hereof shall be Six Hundred Dollars (\$600.00) per lease year. On the first day of the eleventh year rent will be adjusted to reflect the current rate charged to non-profit lessees. The rent adjustment will remain in effect throughout the end of said term. Rent is payable to CITY on the first day of each lease year in advance.

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- 3.3 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than Twenty-five Dollars (\$25).

- 3.4 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.

SECTION 4: ASSIGNMENT

- 4.1 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.

- 4.2 Assignment and Subletting. LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager.

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"Assignment" for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired. The City Manager shall require, as

a condition to approval of any sublease of the majority portion of the leasehold or any assignment, that the LESSEE pay additional consideration to CITY, commencing on the effective date of such proposed sublease of the majority portion of the leasehold or assignment, and may further require that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have an interest in this lease as a sublessee or assignee. The City Manager has the sole discretion to approve or disapprove any request by LESSEE to assign or sublet this leasehold.

4.3

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 proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises in accordance with Section 10.4, 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 attorneys' fees and 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. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as LESSEE pays additional consideration to CITY and further that LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve, disapprove, or condition any such proposed subsequent encumbrance, including but not limited to amending the lease to provide then-current rents and provisions.

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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.

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 or entity 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 conditions hereof. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this lease. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community.

4.4 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, and LESSEE 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 4.4a.(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 there is a deed of trust, mortgage or other security type of instrument, provided CITY has received prior written notice of the security interest affecting the leasehold, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have sixty (60) days from such notice to cure the default(s) or, if any such default is not curable within sixty (60) days, to commence to cure the default(s) and diligently pursue such cure to completion. The sixty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

- b. Remedies of Lender. 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, including but

not limited to the right to recover the rent as it becomes due, plus damages.

- 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'S acceptance of any rents is not a waiver of any default preceding the rent payment. 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, 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.

4.5 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 remaining part 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. The minimum rent shall be equitably reduced to reflect the portion of the premises 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

- 5.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

5.2 Insurance.

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

- (1) Public liability and property damage insurance in the amount of not less than Two Million Dollars (\$2,000,000) 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.
- (2) 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 4.3, 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.
- (3) Child molestation and professional errors and omissions insurance to be included in a policy of comprehensive general liability for LESSEE'S activities as a day care center and preschool. CITY shall be named as an additional insured on the comprehensive general liability policy and a certificate holder on the policy providing professional errors and omissions and child molestation.

The above policies shall also be primary and not contributing to any insurance provided by CITY and will not terminate without thirty (30) days' prior written notice to CITY.

b. LESSEE'S responsibility to maintain said insurance also includes the following:

- (1) Additional Insured. 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.
- (2) Modification. CITY, at its discretion, may require the reasonable 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.
- (3) 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.
- (4) 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 Subsection (4), 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.

- 5.3 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 5.2, 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

- 6.1 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 has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects, whether apparent or latent, in the premises, including the presence of any hazardous wastes.

- 6.2 Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, 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 (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.
- 6.3 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.
- 6.4 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered 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 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.

- 6.5 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.
- 6.6 Construction Bond. Whenever there is any construction to be performed on 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.
- 6.7 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.
- 6.8 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 rent due CITY.

- 6.9 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, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than 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.

- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.
- f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said 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. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. 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 10.4 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. The City Manager, in his sole discretion, may approve an extension to the date specified for completion

in the Development Plan of up to one (1) year without further City Council approval.

- 6.13 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S operations on the premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

SECTION 7: GENERAL PROVISIONS

7.1 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 Real Estate Assets Manager
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.

7.2 Compliance with Law. LESSEE shall at all times in the construction, 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. LESSEE must also obtain and maintain, at its sole cost, a Conditional Use Permit throughout the lease term.

7.3 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.

7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability 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.

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity

(EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE agrees to insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this lease agreement from local residents and firms as opportunities occur. LESSEE agrees to hire qualified local residents and firms whenever feasible.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

- 7.6 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.
- 7.7 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 attorneys' fees.
- 7.8 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.
- 7.9 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 may, at the sole option of CITY, 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 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.

- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The LESSEE'S policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
 - (4) The penalties that may be imposed upon employees' for drug abuse violations.
- c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Disabled Access Compliance. LESSEE agrees to comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include but not necessarily be limited to the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible

any areas of the premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.

- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this lease.

SECTION 8: SPECIAL PROVISIONS

- 8.1 Bylaws. 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 Real Estate Assets Department prior to CITY execution of this lease.
- 8.2 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.
- 8.3 CITY Option to Purchase. The building constructed on the premises will become CITY property at the end of the lease term free and clear of encumbrances. 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. Such price shall account for and reduced by the total amount of subsidies CITY has provided to LESSEE in the form of subsidized rent plus interest of 8% per year. LESSEE recognizes

that fair market value rent for the 1.45 acres is currently equal to \$38,600 per year/\$3,217 per month (10% of the fair market value of \$386,000) which shall be adjusted upward annually by 2.5%. LESSEE specifically agrees that such subsidy is equal to the difference between fair market rent (FMR) and rent actually paid (\$3,217 FMR per month minus \$50 current rent = \$3,167 current subsidy per month). 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. If such a sale is made to a party other than CITY, CITY shall be reimbursed for its total subsidy, plus interest and receive one-half of any net profit.

- 8.4 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 8.5 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.
- 8.6 Warranty. CITY does not warrant that the PREMISES are suitable for the purposes for which they are leased as stated herein.

SECTION 9: SIGNATURES

9.1 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.

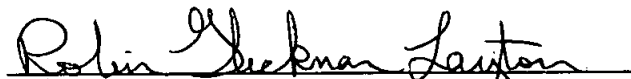
THE CITY OF SAN DIEGO

Date JUL 20 1998

By 
William T. Griffith
Acting RECENT ASSETS Dir.

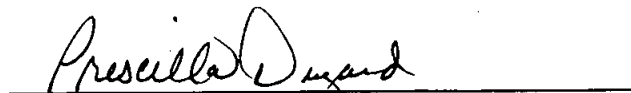
EDUCATION ENRICHMENT SYSTEMS, INC.

Date 5/5/98

By 
Robin Layton, Executive Director

APPROVED as to form and legality this 30th day of July, 19 98.

CASEY GWINN, City Attorney

By 
Deputy City Attorney

CMR/csn

5/4/98

I:\WP0\1998\ROMERO\LS-ED.WPD

EXHIBIT 10.1

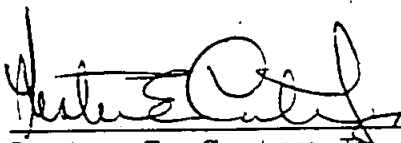
APN: 431-23-30

That portion of Lot 26, Block 32, Linda Vista Unit No. 5 in the City of San Diego, County of San Diego, State of California, according to the Map thereof, No. 3208, filed in the Office of the County Recorder of said County, April 1, 1955, described as follows:

Beginning at the Northwest corner of said Lot 26, a radial line bears South $82^{\circ}55'04''$ West; Thence North $76^{\circ}34'23''$ East 174.33 feet, along the Northerly line of said Lot 26, to the Northeast corner thereof, said corner also being the Northwest corner of Lot 2 of above said Map No. 3208; Thence South $13^{\circ}28'07''$ East 116.17 feet, along the Easterly line of said Lot 26, to the Southwest corner of said Lot 2; Thence North $76^{\circ}34'23''$ East 70.00 feet, to the Northwest corner of Lot 3 of above said Map No. 3208; Thence South $13^{\circ}28'07''$ East 85.74 feet, along the East line of said Lot 26; Thence leaving said Easterly line South $74^{\circ}43'51''$ West 252.87 feet to a point on the Westerly line of said Lot 26, said West line being a curve, concave Northeasterly, having a radius of 1,472.35 feet, a radial line bears South $74^{\circ}43'51''$ West; Thence Northwesterly along said curve a distance of 210.39 feet, through a central angle of $8^{\circ}11'13''$ to the POINT OF BEGINNING.

Above described parcel contains 43,571.36 Sq.Ft. = 1.0003 Acres.

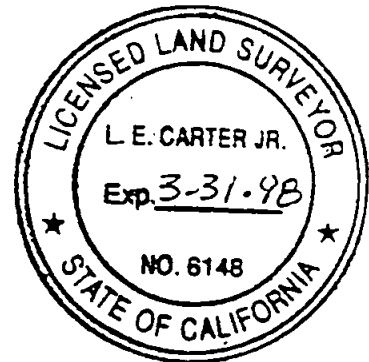
See City of San Diego drawing No.18452-B.



Lester E. Carter Jr., PLS No. 6148
Sr. Land Surveyor, Field Engineering
My Registration Expires: 3/31/98

5/14/96

Date



File: CHILDCAR.LGL (5/13/96 - lec)
W.O. 020084



SCALE 1" = 100'

BLOCK 31

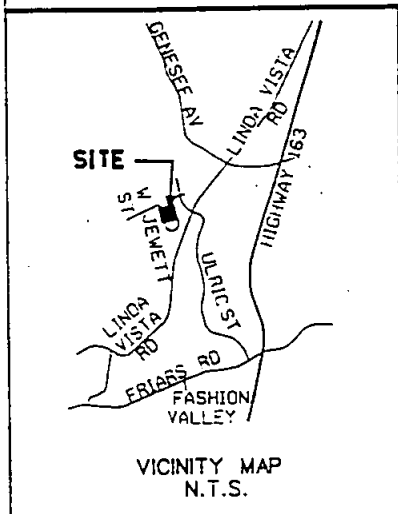
LINDA VISTA
UNIT NO.5
MAP NO.3208
BLOCK 32

BLOCK 33

DEDICATED PER MAP NO. 3208
WEST JEWETT

EAST JEWETT
(N13° 28'07"W)

APN: 431-23-30

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS DRAWING IS A PORTION OF EAST JEWETT STREET PER MAP NO 3208, I.E., N 13° 28'07" W

LEGEND:

() INDICATES A RECORD BRG/DIST PER MAP NO. 3208

 PROPOSED LEASE AREA
43,571,360 SQ. FT. - 1,000 AC.

LEGAL DESCRIPTION:

A PORTION OF LOT 26 OF BLOCK 32 OF LINDA VISTA UNIT NO.5, MAP NO. 3208

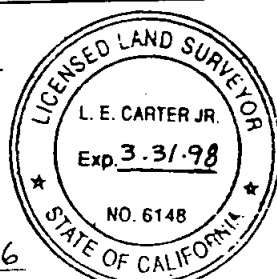
REFERENCES:

CITY DWGS: 11179-L, 7161-W

-  4' GENERAL/UTILITY EASEMENT PER MAP NO. 3208 (OVERLAP AREA - 2,200 Sq.Ft.)
-  10' DRAINAGE EASEMENT PER MAP NO. 3208 (OVERLAP AREA - 1,540 Sq.Ft.)
-  15' ACCESS EASEMENT TO BOY'S & GIRLS CLUB PER PROPERTY AMENDMENT AGREEMENT DATED 8-25-65. (SEE DOC. #534722)

PREPARED BY:

CITY OF SAN DIEGO ENGINEERING AND CAPITAL
PROJECTS DEPARTMENT, FIELD DIVISION,
SURVEY SECTION, UNDER THE DIRECTION
OF L. E. CARTER JR., SR. LAND SURVEYOR

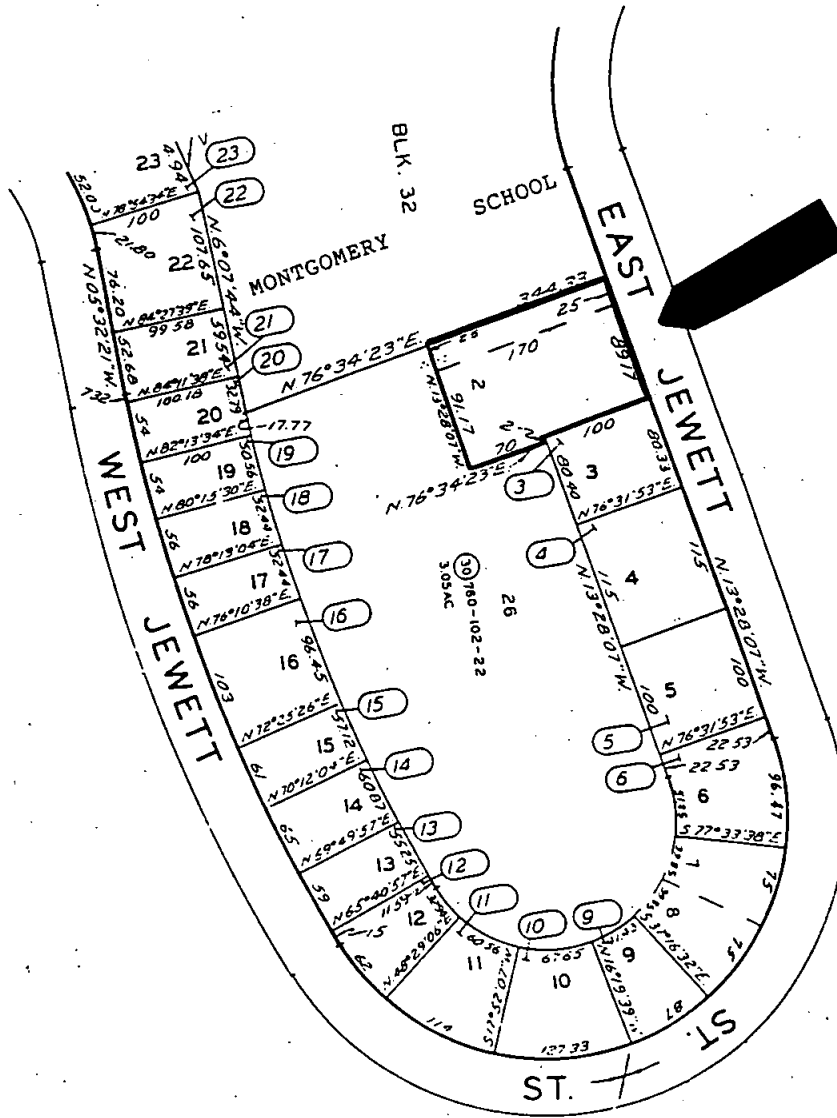


RESOLUTION NO. : _____

ADOPTED: _____

F/P: _____

EXHIBIT 10.2A

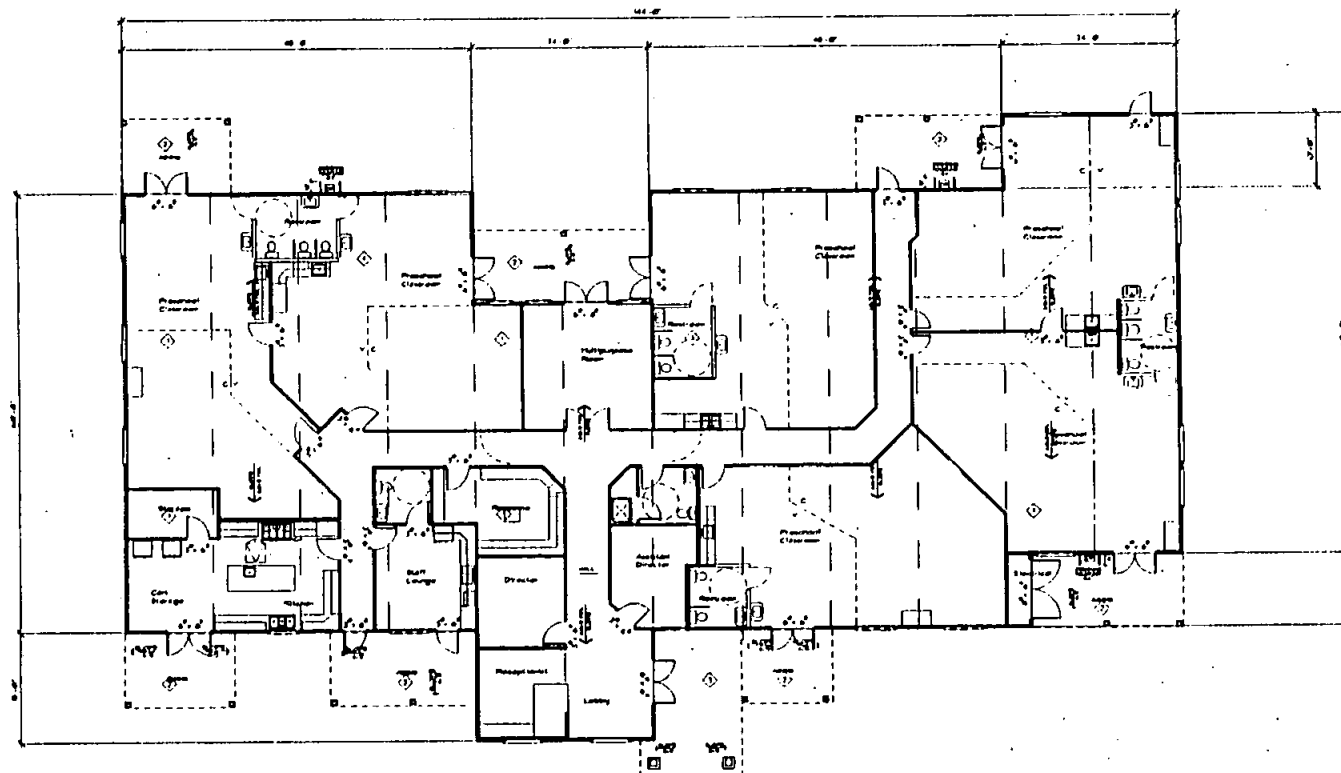


Parcel 1 - All of Lot 2, Block 32, Linda Vista Unit No. 5, according to Map thereof No. 3208, filed April 1, 1955, in the office of the San Diego County Recorder, more clearly shown on City of San Diego Drawing No. 7161-W dated April 6, 1956.

Parcel 2 - All of that portion of Lot 26, Block 32, Linda Vista Unit No. 5, more particularly described as follows:

Beginning at the Northeast corner of said Lot 2, Block 32, Linda Vista Unit No. 5 as described in Parcel 1 above; thence North $13^{\circ}28'07''$ West 25.00 feet; thence South $76^{\circ}34'23''$ West 170.00 feet; thence South $13^{\circ}28'07''$ East 25.00 feet; thence North $76^{\circ}34'23''$ East 170.00 feet to the Point of Beginning.

Exhibit 10.2B



FLOOR PLAN KEY NOTES

1. EXTERIOR DOORS SHALL BE ALUMINUM SILENT FILLS
2. EXTERIOR WINDOWS SHALL BE ALUMINUM SILENT AND PUNCT GLASS

REVISIONS



KARNAK
ARCHITECTURE PLANNING INC.
RICHARDSON - BENICE
2802 State Street, Suite C, Concord, CA 97008
Phone (708) 434-8400 Fax (708) 434-8493

EDUCATIONAL
ENRICHMENT
SYSTEMS INC.

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EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY:

NAME: KARNAK ARCHITECTURE/PLANNING INC.

ADDRESS: 2802 STATE ST. STE. C CARLSBAD, CA 92008

PHONE: 760-434-8400 760-434-8493 (FAX)

PROJECT ADDRESS: 2300 BLOCK OF EAST 58TH SAN DIEGO CA

PROJECT NAME: EDUCATIONAL ENRICHMENT SYSTEMS INC. CHILD DEVELOPMENT CENTER

SHEET TITLE: FLOOR PLAN

ORIGINAL DATE: 3-26-91

SHEET: A-2.0 OF

DEP: _____



FLOOR PLAN

TOTAL AREA: 6648 SQ. FT.

UNIT: 1"=10'

EAST JEWETT STREET
LINDA VISTA

REVISIONS	

**EDUCATIONAL
ENRICHMENT
SYSTEMS INC.**

KARNAK
ARCHITECTURE-PLANNING INC.



RICHARDSON • RIMNER
2802 Serra Street, Suite C, Carlsbad, CA 92008
Phone (760) 434-8400 • Fax (760) 434-8493

C-1.0

PROJECT INFORMATION.

PROJECT SUMMARY

SITE SUMMARY

BUILDING	8-18136-	BOYS & GIRLS CLUB	3196 52 FT
PREPARED		CHILD CARE FACILITY	6-48 52 FT
		TOTAL BIR	3845 52 FT

PARKING
FISHING BOATS : ONE EACH
ON BEACH ON SPACES

CITY OF SAN DIEGO
SAN DIEGO POLICE DEPT
SAN DIEGO UNIFIED JUVENILE DISTRICT
SAN DIEGO, CA

3306 FLORR OF PAGE 12 11 STREET
SAN DIEGO CA

PORTION OF PARCEL 4 N 3ND 7S
PORTION OF PAGE 8L 43-120-20

LOT 3 = PORTION OF LOT 30 OF BLOCK

LEGAL.

LOT 3 - 100' WIDE LOT 30' DEEP BLOCK
100' WIDE LOT 30' DEEP BLOCK

912 AMELA			
APPL# 4 AMT SITE	149 ACRES		
TOTAL 912	290 ACRES		
BUILDING AREA			
APPL# 4 AMT SITE	344 SQ FT	14% LOT COVERAGE	
TOTAL 912	347 SQ FT	14% LOT COVERAGE	
LANDSCAPING AREA			
APPL# 4 AMT SITE	7573 SQ FT	41% LOT COVERAGE	
TOTAL 912	7457 SQ FT	34% LOT COVERAGE	
PAVING/PAVING AREA			
APPL# 4 AMT SITE	7532 SQ FT	31% LOT COVERAGE	
TOTAL 912	7400 SQ FT	24% LOT COVERAGE	
LANDSCAPING AREA			
APPL# 4 AMT SITE	1030 SQ FT	5% LOT COVERAGE	
TOTAL 912	1030 SQ FT	4% LOT COVERAGE	

C-10 COVER SHEET AND DATA

- C-10 COVER SHEET AND DATA
- A-10 MASTER SITE PLAN
- A-11 SITE PLAN
- A-12 TOPOGRAPHIC PLAN
- A-13 PRELIMINARY GRADING PLAN
- A-14 PRELIMINARY LANDSCAPE PLAN
- A-15 FLOOR PLAN
- A-16 EXTERIOR ELEVATIONS
- A-17 ROOF PLAN

EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY:

NAME: KARLAK ARCHITECTURE,
PLANNING INC.

ADDRESS: 2807 STATE ST. BIR. C.
CARE 9240 CA 92204

PHONE • 760-434-8400
760-434-8481 (Fax)

PROJECT ADDRESS:
3500 BLOOM OF
EAST JEWETT
SAN DIEGO CA

PROJECT NAME: EDUCATIONAL ENRICHMENT
SYSTEM INC.
CHILD DEVELOPMENT CENTER

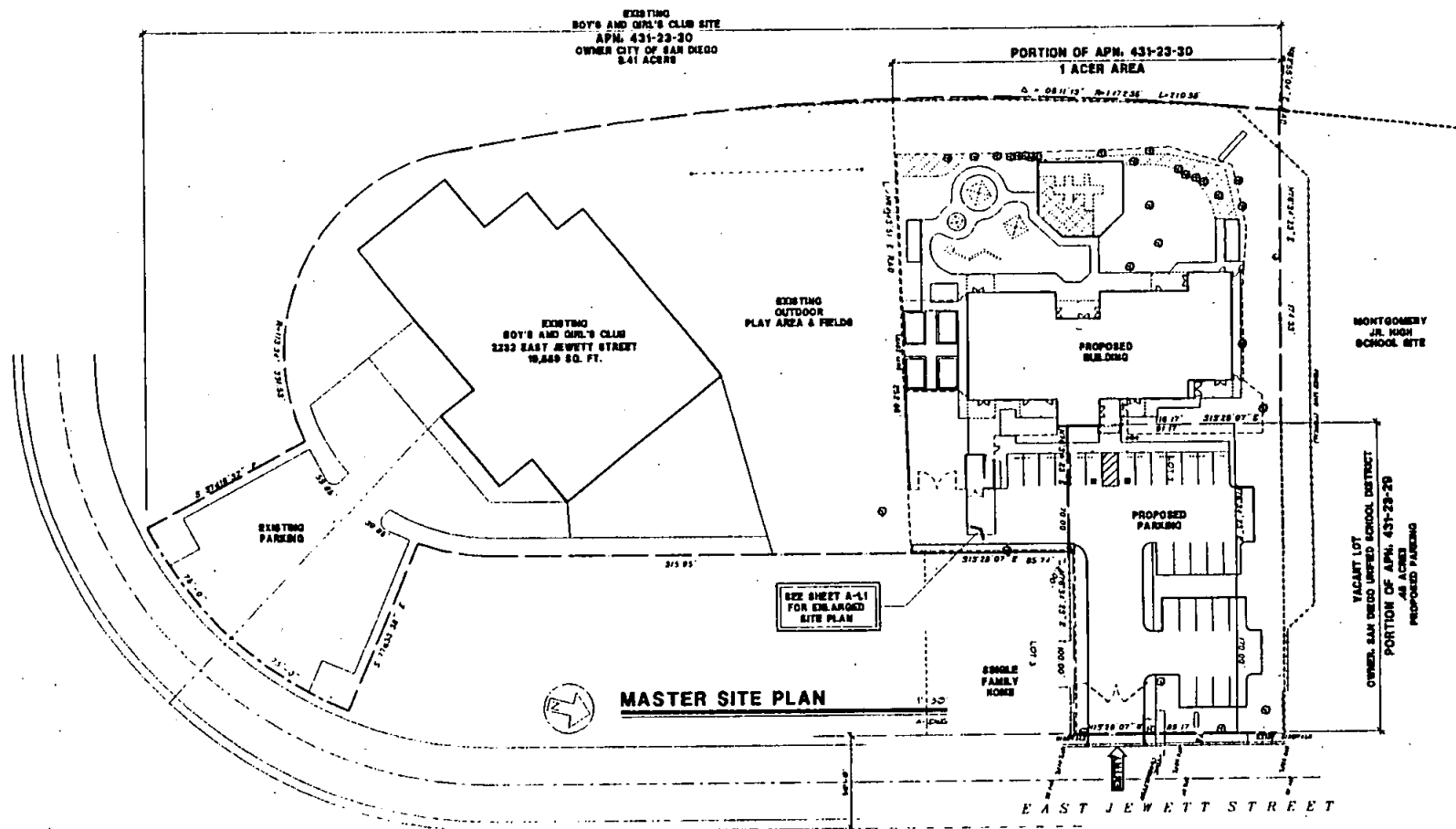
SHEET TITLE

COVER
SHEET
PROJECT DATA

REVISION #6: _____
REVISION #7: _____
REVISION #8: _____
REVISION #9: _____
REVISION #4: _____
REVISION #3: _____
REVISION #1: _____
REVISION #2: _____

ORIGINAL DATE: 3-26-91

HEET C-1.0 OF 1
REP. # _____



REVISIONS

KARNAK
ARCHITECTURE/PLANNING INC.

EDUCATIONAL ENRICHMENT SYSTEMS INC.

2802 STATE STREET, SUITE C, CARLSBAD, CA 92008
Phone (619) 434-8400 Fax (619) 434-8493

A-1.0

VICINITY MAP

PROJECT INFORMATION

PROJECT:

EDUCATIONAL ENRICHMENT SYSTEMS
1987-1994 CHILD DEVELOPMENT CENTER

APPLICANT:

EDUCATIONAL ENRICHMENT SYSTEMS
2802 STATE STREET, SUITE C
CARLSBAD, CA 92008
Phone (619) 434-8400

APPLICANT/REPRESENTATIVE:

KARNAK ARCHITECTURE/PLANNING INC.
2802 STATE STREET, SUITE C
CARLSBAD, CA 92008
Phone (619) 434-8400

PROPERTY OWNER:

CITY OF SAN DIEGO
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN DIEGO, CA

LOCATION:

2802 STATE STREET, SUITE C
CARLSBAD, CA 92008

APN:

431-23-30

LEGAL:

PORTION OF PARCEL 431-23-30
PORTION OF PARCEL 431-23-30
12 OF LINDA VISTA 75 PLAT 3786

PROJECT SUMMARY

SINGLE STORY CHILD CARE FACILITY OF APPROXIMATELY 8,640 SQ. FT. CONSTRUCTION TYPE V-HIGH RATED (TOTAL 40 PLACES)

EXISTING: BOY'S & GIRL'S CLUB 2176 SQ. FT.
PROPOSED: CHILD CARE FACILITY 8,640 SQ. FT.
TOTAL SITE 10,816 SQ. FT.

PARKING: 8 EXISTING BOY'S & GIRL'S CLUB STALLS
HANDICAP 3 SPACES
TOTAL 11 SPACES

NEW: CHILD CARE FACILITY STALLS 18 & 19
HANDICAP 15-17
TOTAL 33 SPACES

TOTAL SITE PARKING 36 SPACES

SITE SUMMARY

SITE AREA: 1.41 ACRES
APPLICANT SITE: 1.41 ACRES
TOTAL SITE: 1.41 ACRES

BUILDING AREA: 8,640 SQ. FT. 64% LOT COVERAGE
APPLICANT SITE: 8,640 SQ. FT. 64% LOT COVERAGE
TOTAL SITE: 10,816 SQ. FT. 84% LOT COVERAGE

LANDSCAPE AREA: 2,176 SQ. FT. 17% LOT COVERAGE
APPLICANT SITE: 2,176 SQ. FT. 17% LOT COVERAGE
TOTAL SITE: 10,816 SQ. FT. 84% LOT COVERAGE

PARKING AREA: 18 & 19 SQ. FT. 1% LOT COVERAGE
APPLICANT SITE: 18 & 19 SQ. FT. 1% LOT COVERAGE
TOTAL SITE: 10,816 SQ. FT. 84% LOT COVERAGE

HANDICAP AREA: 15-17 SQ. FT. 1% LOT COVERAGE
APPLICANT SITE: 15-17 SQ. FT. 1% LOT COVERAGE
TOTAL SITE: 10,816 SQ. FT. 84% LOT COVERAGE

EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY:

KARNAK ARCHITECTURE/PLANNING INC.

ADDRESS: 2802 STATE STREET, SUITE C, CARLSBAD, CA 92008

PHONE: (619) 434-8400
(619) 434-8493 (FAX)

PROJECT ADDRESS: 2802 STATE STREET, SUITE C, CARLSBAD, CA 92008

PROJECT NAME: EDUCATIONAL ENRICHMENT SYSTEMS INC. CHILD DEVELOPMENT CENTER

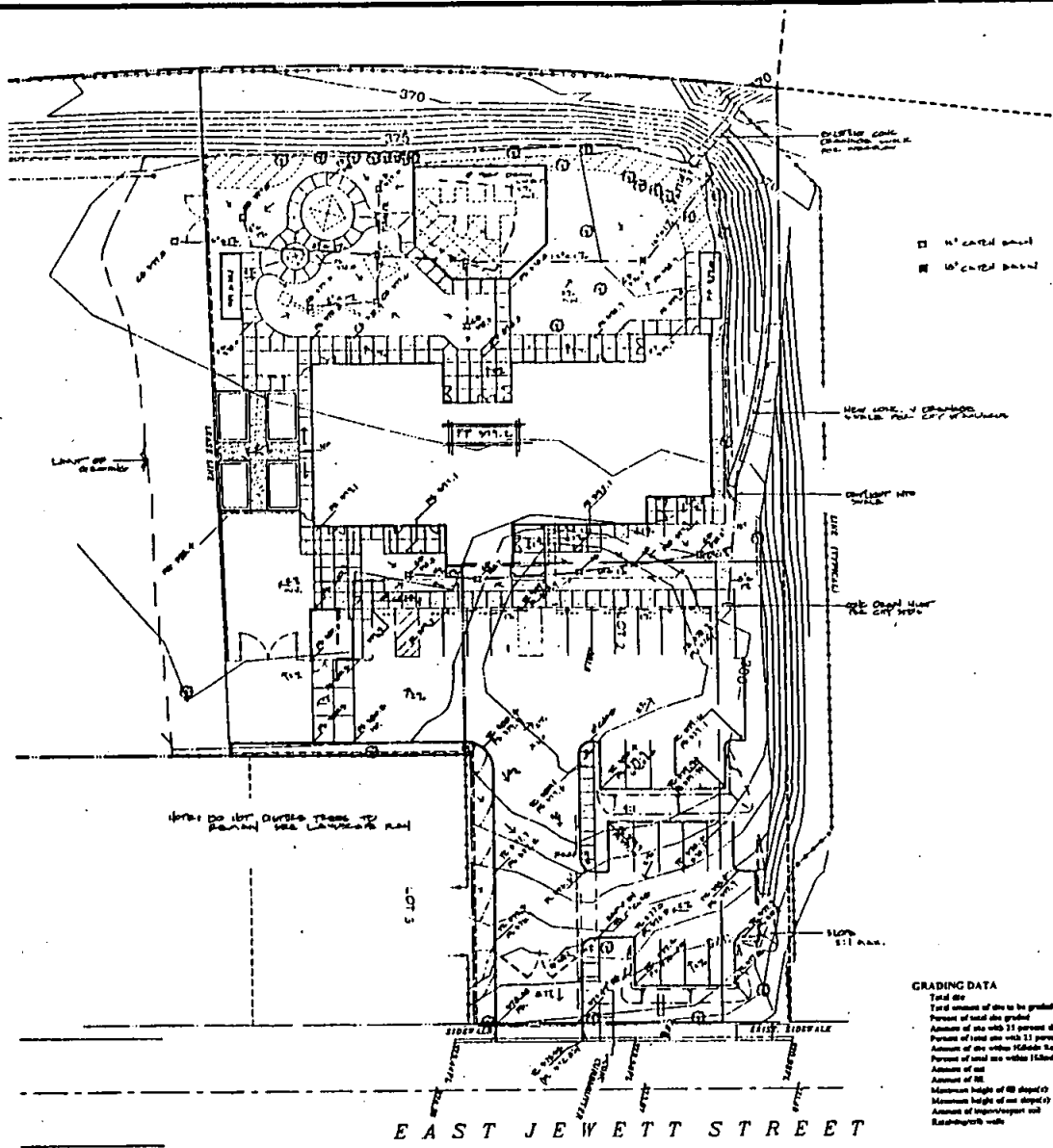
SHEET TITLE: MASTER SITE PLAN

REVISION NO.	
REVISION 1	
REVISION 2	
REVISION 3	
REVISION 4	
REVISION 5	
REVISION 6	

ORIGINAL DATE: 3-21-91

SHEET A-1.0 OF 1

DEP.



GRADING DATA

Total site	1.43 Acres
Total volume of dirt to be graded	5.32 Acres
Percent of total site graded	0.7%
Amount of site with 1% percent slopes or greater	Area 0.18 Acres
Percent of total site with 1% percent slopes or greater	11%
Amount of the entire 1/4 mile square	Area 0
Percent of total site within 1/4 mile square	0%
Amount of cut	1015 cubic yards
Amount of fill	210 cubic yards
Maximum height of fill deposit	2' 3.1 slope ratio
Maximum height of cut deposit	2' 3.1 slope ratio
Amount of import/export soil	705 cubic yards
Estimated cost	0
Flow Meter	0 Run
Maximum length	0 Run
Maximum height	0 Run



GRADING PLAN

1"=20'
1/8"=10'

REVISIONS



KARNAK ARCHITECTURE & PLANNING, INC.
EDWARDSON - ENGR
2007 Santa Monica, Suite C, Carlsbad, CA 92008
Phone (619) 434-4400 Fax (619) 434-4401

EDUCATIONAL ENRICHMENT SYSTEMS INC.

A-1.3

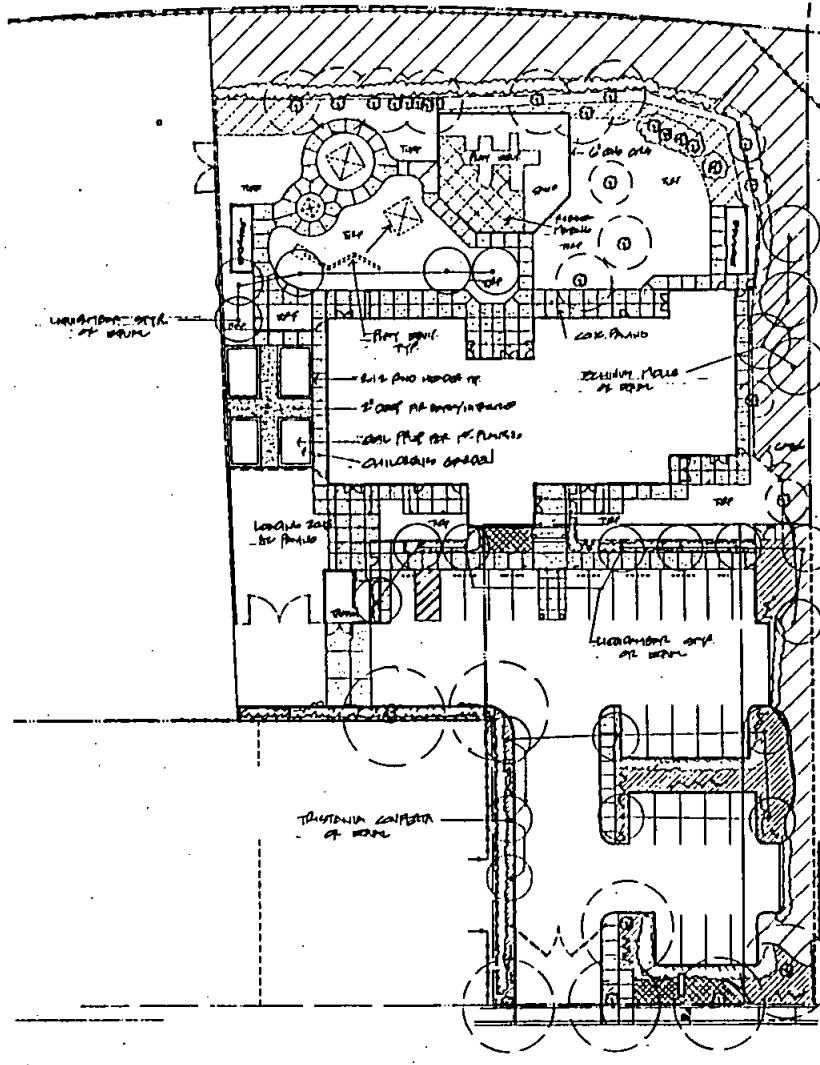
EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY:
NAME: KARNAK ARCHITECTURE/PLANNING INC.
ADDRESS: 1801 STATE ST. STE. C CARLSBAD, CA 92008
PHONE: 760-434-4400
PROJECT ADDRESS: 1300 BLOCK OF EAST JEWETT SAN DIEGO CA
PROJECT NAME: EDUCATIONAL ENRICHMENT SYSTEMS INC. CHILD DEVELOPMENT CENTER

REVISION:
REVISION 1:
REVISION 2:
REVISION 3:
REVISION 4:
REVISION 5:
REVISION 6:
REVISION 7:
REVISION 8:

ORIGINAL DATE: 3-26-91
SHEET: A-1.3 OF 9
DEF:

SHEET TITLE: GRADING PLAN
PLAN



Plant Legend

Trees

Code	Botanical name	Size
T-1	Liquidambar styraciflua	12 gallon
T-2	Platanus racemosa	12 gallon
T-3	Quercus agrifolia	12 gallon
T-4	Trachycarpus fortunei	12 gallon
T-5	Brachylaena discolor	12 gallon
T-6	Fraxinus velutina	12 gallon
T-7	Evergreen Ash	12 gallon
T-8	Schubertia pinnatifida	12 gallon
T-9	California Poplar	12 gallon

Note: 21 1/2" of the above trees must be 14" high or larger

Shrubs

Code	Botanical name	Size
S-1	Agave americana	1 gallon
S-2	Lily of the Nile	1 gallon
S-3	Rapanea hirsuta	1 gallon
S-4	Yucca filifera	1 gallon
S-5	Yucca filamentosa	1 gallon
S-6	Yucca gloriosa	1 gallon
S-7	Yucca rostrata	1 gallon
S-8	Yucca baccata	1 gallon
S-9	Yucca elata	1 gallon
S-10	Yucca aloecifolia	1 gallon
S-11	Yucca schottlandii	1 gallon
S-12	Yucca angustifolia	1 gallon
S-13	Yucca baccata	1 gallon
S-14	Yucca elata	1 gallon
S-15	Yucca aloecifolia	1 gallon
S-16	Yucca schottlandii	1 gallon
S-17	Yucca angustifolia	1 gallon
S-18	Yucca baccata	1 gallon
S-19	Yucca elata	1 gallon
S-20	Yucca aloecifolia	1 gallon

Ground Covers

Ground Covers		
G-1	Hedera helix 'Habit 1'	See 6
G-2	Hedera helix	See 6
G-3	Myrsine laevis	See 6
G-4	Trachycarpus fortunei	1 gallon
G-5	St. James	See 6
G-6	Oxalis violacea	See 6
G-7	Yucca filifera	1 gallon
G-8	Yucca baccata	1 gallon
G-9	Yucca elata	1 gallon
G-10	Yucca aloecifolia	See 6
G-11	Yucca schottlandii	See 6
G-12	Yucca angustifolia	See 6
G-13	Yucca baccata	See 6
G-14	Yucca elata	See 6
G-15	Yucca aloecifolia	See 6
G-16	Yucca schottlandii	See 6
G-17	Yucca angustifolia	See 6
G-18	Yucca baccata	See 6
G-19	Yucca elata	See 6
G-20	Yucca aloecifolia	See 6
G-21	Yucca schottlandii	See 6
G-22	Yucca angustifolia	See 6
G-23	Yucca baccata	See 6
G-24	Yucca elata	See 6
G-25	Yucca aloecifolia	See 6
G-26	Yucca schottlandii	See 6
G-27	Yucca angustifolia	See 6
G-28	Yucca baccata	See 6
G-29	Yucca elata	See 6
G-30	Yucca aloecifolia	See 6
G-31	Yucca schottlandii	See 6
G-32	Yucca angustifolia	See 6
G-33	Yucca baccata	See 6
G-34	Yucca elata	See 6
G-35	Yucca aloecifolia	See 6
G-36	Yucca schottlandii	See 6
G-37	Yucca angustifolia	See 6
G-38	Yucca baccata	See 6
G-39	Yucca elata	See 6
G-40	Yucca aloecifolia	See 6
G-41	Yucca schottlandii	See 6
G-42	Yucca angustifolia	See 6
G-43	Yucca baccata	See 6
G-44	Yucca elata	See 6
G-45	Yucca aloecifolia	See 6
G-46	Yucca schottlandii	See 6
G-47	Yucca angustifolia	See 6
G-48	Yucca baccata	See 6
G-49	Yucca elata	See 6
G-50	Yucca aloecifolia	See 6
G-51	Yucca schottlandii	See 6
G-52	Yucca angustifolia	See 6
G-53	Yucca baccata	See 6
G-54	Yucca elata	See 6
G-55	Yucca aloecifolia	See 6
G-56	Yucca schottlandii	See 6
G-57	Yucca angustifolia	See 6
G-58	Yucca baccata	See 6
G-59	Yucca elata	See 6
G-60	Yucca aloecifolia	See 6
G-61	Yucca schottlandii	See 6
G-62	Yucca angustifolia	See 6
G-63	Yucca baccata	See 6
G-64	Yucca elata	See 6
G-65	Yucca aloecifolia	See 6
G-66	Yucca schottlandii	See 6
G-67	Yucca angustifolia	See 6
G-68	Yucca baccata	See 6
G-69	Yucca elata	See 6
G-70	Yucca aloecifolia	See 6
G-71	Yucca schottlandii	See 6
G-72	Yucca angustifolia	See 6
G-73	Yucca baccata	See 6
G-74	Yucca elata	See 6
G-75	Yucca aloecifolia	See 6
G-76	Yucca schottlandii	See 6
G-77	Yucca angustifolia	See 6
G-78	Yucca baccata	See 6
G-79	Yucca elata	See 6
G-80	Yucca aloecifolia	See 6
G-81	Yucca schottlandii	See 6
G-82	Yucca angustifolia	See 6
G-83	Yucca baccata	See 6
G-84	Yucca elata	See 6
G-85	Yucca aloecifolia	See 6
G-86	Yucca schottlandii	See 6
G-87	Yucca angustifolia	See 6
G-88	Yucca baccata	See 6
G-89	Yucca elata	See 6
G-90	Yucca aloecifolia	See 6
G-91	Yucca schottlandii	See 6
G-92	Yucca angustifolia	See 6
G-93	Yucca baccata	See 6
G-94	Yucca elata	See 6
G-95	Yucca aloecifolia	See 6
G-96	Yucca schottlandii	See 6
G-97	Yucca angustifolia	See 6
G-98	Yucca baccata	See 6
G-99	Yucca elata	See 6
G-100	Yucca aloecifolia	See 6

Vines (To be located at walls, fences and columns)

Vines (To be located at walls, fences and columns)		
V-1	Parthenocarpus vitaceae Boston Ivy	1 gallon
V-2	Desmodium illinoense Climbing Vines	1 gallon
V-3	Ipomoea scandens Common Gold Vine	1 gallon
V-4	Wisteria sinensis Chinese Wisteria	1 gallon
V-5	Lonicera japonica 'hellena' Holly & Honey-suckle	1 gallon
V-6	Cytisus californicus Orchid Treep Vine	1 gallon
V-7	Bougainvillea spp.	1 gallon

Turf

Soilless Turf - Variety to be selected subject to Soil Report

Flower Color

To be selected seasonally and replanted after flowering season

General Notes

- All shrubs to be planted to maintain visual control of site (security).
- "Standard Specifications for Public Works Construction" (Green Book), including "Standard Specifications for Planting" and "City of San Diego Standard Drawings" is to be used in the office of the City Clerk.
- "City of San Diego Standard Drawings" including "Standard Specifications" is to be used in the office of the City Clerk.
- "Standard Specifications for Planting" (Green Book), prepared by the Office of the State Architect, California Department of Transportation, "Standard Specifications for Planting" is to be used in the office of the City Clerk.
- The Owner will provide a complete irrigation system per the City of San Diego "Standard Specifications for Planting" to be used in the office of the City Clerk.
- Separate irrigation system for all trees.
- City approved back flow prevention.
- Valves, piping, materials, materials, irrigation heads, quick connectors, rate sensor, drip irrigation and bubble systems.
- 100% coverage.
- Separate bubble system for all trees.
- Backflow prevention as necessary.
- Irrigation materials per the "Approved Materials List".
- The Contractor will provide a 30 day maintenance period for all landscape and 2 year guarantee on all shrubs, trees, landscape material and complete irrigation system.
- Overplant the existing shrub planting area along the North and West side of the property. Extra care should be taken not to disturb existing shrubs, trees and planting.
- Provide complete maintenance dry irrigation system for all four shrub planting areas with a small automatic subsurface subsurface lateral line to area, well equipped.

Legend

- 1" minimum depth "fill sand" Orbits with underground drainage system
- Per Soil - Hatching area
- Existing trees to remain (see under the direction of the Landscape Architect)
- Ground Cover 12" x 12" High
- Shrub Hatching - 12" x 12" High. No large shrubs are allowed due to security and visual environment control.
- Asset Planting

EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY:

NAME: KARNAK ARCHITECTURE/PLANNING INC.

ADDRESS: 1801 STATE ST. STE. C CARLSBAD, CA 92008

PHONE: 760-434-8400 (FAX) 760-434-8433

PROJECT ADDRESS: 1100 BLOCK OF 13TH STREET SAN DIEGO CA

PROJECT NAME: EDUCATIONAL ENRICHMENT SYSTEMS INC. CHILD DEVELOPMENT CENTER

SHEET TITLE: LANDSCAPE PLAN

REVISION 1:

REVISION 2:

REVISION 3:

REVISION 4:

REVISION 5:

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REVISION 8:

REVISION 9:

REVISION 10:

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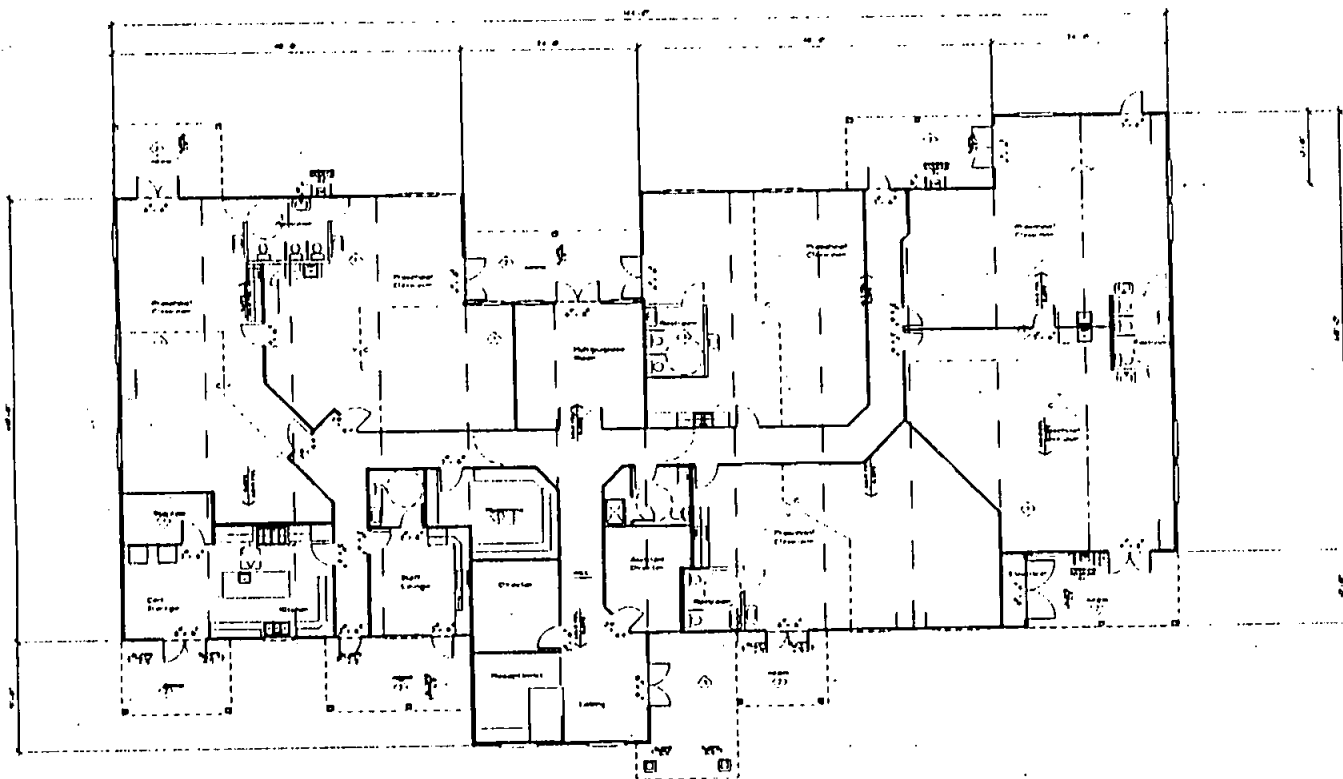
REVISION 99:

REVISION 100:

ORIGINAL DATE: 3-26-91

SHEET: A-14 OF 1

DEP: 1



FLOOR PLAN KEY NOTES

1. EXTERIOR FINISH SHALL BE ALUMINUM CLADDING.
2. EXTERIOR FINISH SHALL BE ALUMINUM CLADDING AND STAINLESS STEEL.

NO.	REVISION



KARNAK
ARCHITECTURE/PLANNING, INC.

ROLANDSON - KINCE
2402 State Street, Suite C, Concord, CA 94508
Phone (707) 334-0000 Fax (707) 334-0001

**EDUCATIONAL
ENRICHMENT
SYSTEMS INC.**

A-2.0

EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY:
NAME: KARNAK ARCHITECTURE/PLANNING, INC.
ADDRESS: 2402 STATE ST. STE. C, CONCORD, CA 94508
PHONE: 707-334-0000
PROJECT ADDRESS: 2402 BLOCK OF EAST STREET, SAN DIEGO, CA

PROJECT NAME: EDUCATIONAL ENRICHMENT SYSTEMS, CHILD DEVELOPMENT CENTER

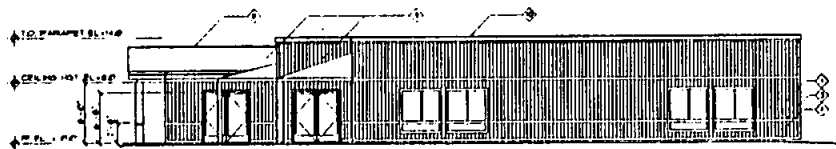
SHEET TITLE: FLOOR PLAN
ORIGINAL DATE: 1-24-77
SHEET: A-2.0 OF
DATE:



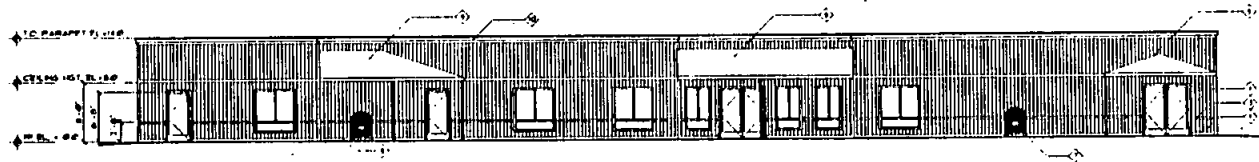
FLOOR PLAN

1/8"=1'-0"

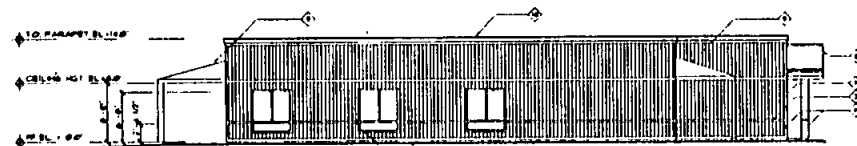
TOTAL AREA: 10,000 SQ. FT.



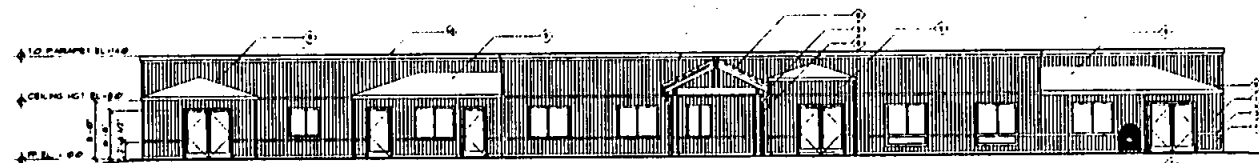
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

ELEVATION KEY NOTES

- 1. EXTERIOR WOOD SIDING
- 2. NOT LIFT
- 3. 1/2" WOOD TRIM
- 4. CHANGE IN EXTERIOR COLOR (PAINT AND/OR COAT)
- 5. METAL RAIN GUTTER
- 6. DOWN SPOUT + CONC. SPLASH
- 7. DOWNING FOUNTAIN
- 8. CONC. ROOF TILES
- 9. ASHING SEE ROOF PLAN
- 10. WOOD PARAPET CAP

REVISIONS

KARNAK
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RICHARDSON - ENGER
2803 State Street, Suite C, Oakland, CA 94608
Phone (415) 434-8400 Fax (415) 434-8493

EDUCATIONAL ENRICHMENT SYSTEMS INC.

A-3.0

EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY: KARNAK ARCHITECTURE/PLANNING INC.

NAME: KARNAK ARCHITECTURE/PLANNING INC.

ADDRESS: 2803 STATE ST. STE. C OAKLAND, CA 94608

PHONE: 415-434-8400 415-434-8493 (FAX)

PROJECT ADDRESS: 3100 BLOCK OF EAST JESSIE SAN DIEGO, CA

PROJECT NAME: EDUCATIONAL ENRICHMENT SYSTEM INC. CHILD DEVELOPMENT CENTER

SHEET TITLE: EXTERIOR ELEVATIONS

REVISION 10: _____

REVISION 11: _____

REVISION 12: _____

REVISION 13: _____

REVISION 14: _____

REVISION 15: _____

REVISION 16: _____

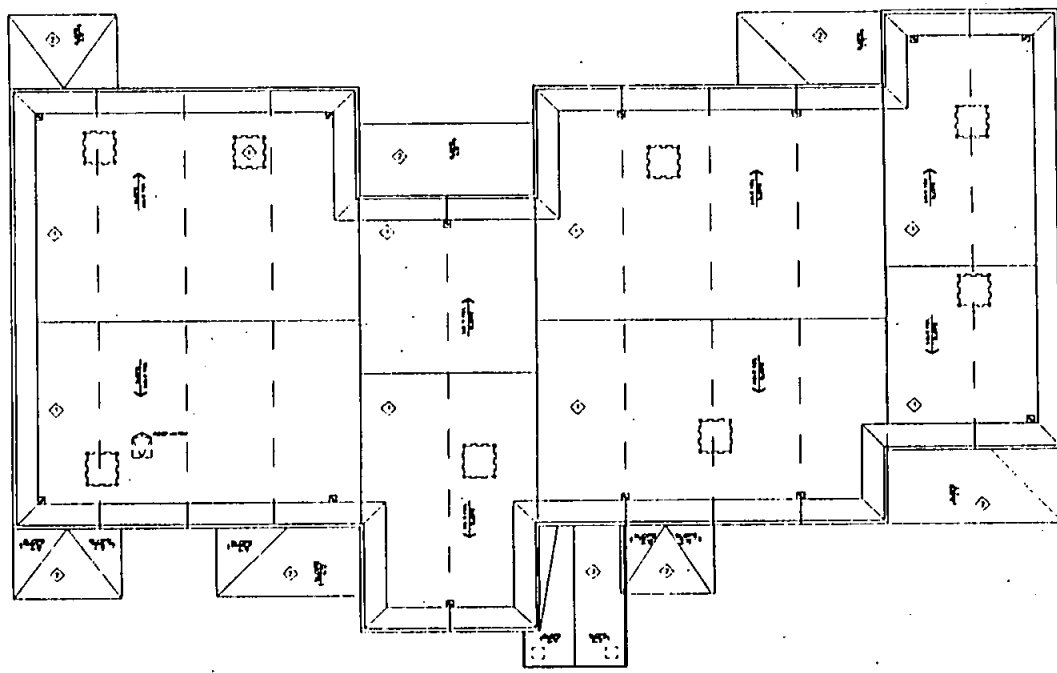
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REVISION 18: _____

ORIGINAL DATE: 3-26-91

SHEET: A-3.0 OF _____

DEP: _____



ROOF PLAN

1/8" = 1'-0"

GEN. ROOF NOTES

1. BUILD UP ROOFING MATERIAL CLASS B FIVE PLY FIN. BY DAY ROOF CAP BATTEN OR APPROVED FLOOR AT HIGH AND FLAT ROOF AREAS. ROOF DRAINS AND OVERLAYS CRASH SHALL BE VAPORPROOFED BY LINES.
2. CARTRIDGE ASSEMBLY: INSTALL 1/4" GALV. STEEL WIDE FLANGE W/ 1/2" THICK WALL 4" x 12" OC. FLASH MATERIALS: SLOD ALL JOINTS 1" GOLD GALVANIZED ALL SLOD JOINTS FASTEN W/ CORRECTING DRUMS IN 1/2" x 1/2" OC. AND SEAL CRACK JOINTS ALONG BLOOD WALL. PATCH FRAME TO PATCH ASSEMBLY ASSEMBLY MATERIAL TO BE FIRE RESISTANT PLASTIC OR SPONGECELL FINE SYSTEM OR APPROVED EQUAL CO OR AS APPROVED BY OWNER. REPAIRS BY GENERAL CONTRACTOR.
3. FLAT CONCRETE ROOF TILES BY TENER KCB 7093.
4. ROOF TOP HIGH BOUN.

REVISIONS	



KARNAK
ARCHITECTURE PLANNING INC.

EDUCATIONAL
ENRICHMENT
SYSTEMS INC.

EDUCATIONAL ENRICHMENT SYSTEMS INC.
2803 STATE STREET, SUITE C, CARLSBAD, CA 92008
Phone (760) 434-8400 Fax (760) 434-8403

DATE: 3-75-91
BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/8" = 1'-0"

A-4.0

EDUCATIONAL ENRICHMENT SYSTEMS INC.

PREPARED BY: KARNAK ARCHITECTURE PLANNING INC.

ADDRESS: 2803 STATE ST. STE. C CARLSBAD, CA 92008

PHONE: 760-434-8400 760-434-8403 FAX

PROJECT ADDRESS: 2100 BLOCK OF EAST JEWETT SAN DIEGO, CA

PROJECT NAME: EDUCATIONAL ENRICHMENT SYSTEM INC. CHILD DEVELOPMENT CENTER

SHEET TITLE: ROOF PLAN

ORIGINAL DATE: 3-75-91

REVISION 1:	_____
REVISION 2:	_____
REVISION 3:	_____
REVISION 4:	_____
REVISION 5:	_____
REVISION 6:	_____
REVISION 7:	_____
REVISION 8:	_____

SHEET: A-4.0 OF

DEP.: _____

**LINDA VISTA EDUCATIONAL ENRICHMENT
30% DESIGN BUDGET**

**DOUGLAS E. BARNHART, INC.
FEBRUARY 20, 1997**

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
GENERAL CONDITIONS	5	MT	12,799.00	63,995.00
SPECIAL CONDITIONS	5	MT	780.00	3,900.00
SPECIAL EQUIPMENT	5	MT	1,290.00	6,450.00
SURVEY	1	LS	3,400.00	3,400.00
EARTHWORK/DEMO (BUDGET)	1	LS	28,450.00	28,450.00
TREE REMOVAL	8	EA	800.00	6,400.00
PAVING (3" ON 6")	14636	SF	1.40	20,490.40
STRIPING	28	EA	20.00	560.00
LANDSCAPE/IRRIGATION (BUDGET)	1	LS	18,500.00	18,500.00
FUR BARK	8	CY	39.38	315.04
TRASH GATES	2	EA	450.00	900.00
CHAIN LINK FENCING	743	LF	8.46	6,285.78
GATES	12	EA	354.00	4,248.00
SITE CURBS/SAND CURBS	1413	LF	7.86	11,106.18
SITE WALKS/DRIVES	7920	SF	1.82	14,414.40
MASONRY WALL FOOTINGS	61	LF	10.63	648.43
SANDBOXES - 12"	86	CY	28.50	2,451.00
PLAY STRUCTURES (BUDGET)	1	LS	14,500.00	14,500.00
BUILDING CONCRETE	8640	SF	3.39	29,289.60
REBAR	8640	SF	INCL. CONC.	INCL. CONC.
MASONRY WALLS	366	SF	10.00	3,660.00
RELO STEEL FRAMES	8640	SF	1.50	12,960.00
ROUGH CARPENTRY (INCL. T/1-11)	8640	SF	9.97	86,140.80
RELO GRATES/FRAMES	8640	SF	0.21	1,814.40
CASEWORK/FINISH CARPENTRY	8640	SF	3.23	27,907.20
INSULATION	8640	SF	0.30	2,592.00
CAULKING	1	LS	600.00	600.00
FLASHING	8640	SF	0.80	6,912.00
BUILT-UP ROOFING	8640	SF	1.20	10,368.00
DOORS/HARDWARE	39	EA	480.00	18,720.00
WINDOWS	8640	SF	2.85	24,624.00
DRYWALL/METAL STUDS	8640	SF	1.91	16,502.40
ACOUSTIC CEILINGS	8640	SF	0.95	8,208.00
PAINT	8640	SF	1.03	8,899.20
FRP	8640	SF	0.28	2,419.20
TACKABLE SURFACE (AVG. 28' X 8')	8640	SF	0.20	1,728.00
CARPET/VINYL	8640	SF	1.65	14,256.00
TOILET ACCESSORIES	8640	SF	0.28	2,419.20
FIRE EXTINGUISHERS	3	EA	100.00	300.00
BLINDS	8640	SF	0.17	1,468.80

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
KITCHEN EQUIPMENT	1	LS	28,000.00	28,000.00
AWNINGS	1106	SF	6.15	6,801.90
STORAGE DUMPSTER	1	EA	3,500.00	3,500.00
SITE UTILITIES (BUDGET)	570	LF	28.00	15,960.00
PLUMBING	8640	SF	5.50	47,520.00
TROUGH SINK COVERS	10	EA	85.00	850.00
HVAC	8640	SF	10.70	92,448.00
ELECTRICAL	8640	SF	12.80	110,592.00
LIGHT POLE BASES	3	EA	375.00	1,125.00
SUBTOTAL				795,599.93
OVERHEAD & PROFIT				55,692.00

SUBTOTAL - CONSTRUCTION COSTS	851,291.93
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ARCHITECTURAL FEES		20,555.00
CONSULTANTS (CIVIL, SOILS, STRUCT, KITCHEN, PLAYGRD, MECH & ELEC)		36,000.00
C.U.P. FEES		5,360.00
C.U.P. PROCESSING		9,000.00
BUILDING PERMIT/USE FEES		64,890.00
	SUBTOTAL - DESIGN/PERMITS	135,805.00
	TOTAL PROJECT	987,096.93

Educational Enrichment Systems Inc. Schedule for East Jewett Childrens Center, Linda Vista

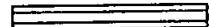
ID	Name	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Qu	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	Conceptional Budgeting & Study (Completed)														
2	Building Committee Approval (Completed)														
3	Field Verify Survey & existing conditions (Completed)														
4	Architectural Site Plan & City CUP Application														
5	Hazardous Material Site Clearance														
6	CUP Preliminary Clearance														
7	Conditional Use Permit														
8	Architectural Bid Package														
9	Soils Engineering														
10	Civil Engineering & Plan check														
11	Consultants- Elec. & Landscape														
12	Building Permit Processing														
13	Final Bidding														
14	Mobilization/Contracts														
15	Construction														
16	Grading/utilities														
17	Construction & Tenant Improvements														
18	Shop Drawings														
19	D.O.H. Processing														
20	Site Improvements														
21	Play Field Improvements														
22	Construction Close-out & As-builts														
23	Move-in & F.F.E. Setup														
24	School starts														
25	As-builts & Minor Pickup														

Project: Linda Vista Childrens Center
Date: 4/23/97

Critical



Noncritical



Progress



Milestone



Summary



Rolled Up



10.5 Corporate Name.

Educational Enrichment Systems, Inc.
CORPORATE NAME

I, Susan West, certify that I am the
Secretary of the corporation named in the attached
agreement; that Robin Glickman, who signed this agreement on behalf of
the corporation, was then Executive Director 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
April 8, 19 97, 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 Susan P. West
Susan West

CORPORATE SEAL

Name John Sidell, President
Title

Name Sue Hodges, Treasurer
Title

Name Beth McGovern
Title

Name Scott Lyons
Title



CALIFORNIA DEPARTMENT OF EDUCATION

721 Capitol Mall: P.O. Box 944272

Sacramento, CA 94244-2720

January 25, 1994

ATTENTION: Executive Officers and Program Directors of Alternative Payment
and Title IV-A At-Risk Child Development Programs

SUBJECT: REVISED FEE SCHEDULE FOR CHILD DEVELOPMENT PROGRAMS

The purpose of this letter is to transmit revisions related to the recently released Fee Schedule as they affect Alternative Payment and Title IV-A At-Risk programs. As shown on the enclosed Fee Schedule, the revised enrollment definitions for these programs indicate a full-time enrollment is seven hours or more of care per day. A part-time enrollment is less than seven hours of care per day. This change will alleviate the work in determining enrollment categories and calculating family fees.

The effective date remains February 1, 1994; all families should be reviewed and recalculated by March 1, 1994. Please maintain this letter in your files for audit purposes.

If you have any questions regarding the use of the revised schedule, please contact your assigned consultant in the Child Development Division.

Robert A. Cervantes, Ph.D.
Assistant Superintendent
Child Development Division

RAC:RWr
B:\MGTBUL24.REV

Enclosure

Family Fee Schedule

		Family Size											3.*
1.*	2.*	1-2	3	4	5	6	7	8	9	10	11	12	Hourly Fee
Part-time	Full-time												
1.00	2.00	1337	1433	1592	1846	2101	2149	2197	2244	2292	2340	2388	0.20
1.20	2.40	1390	1490	1655	1920	2185	2234	2284	2334	2384	2433	2483	0.24
1.40	2.80	1444	1547	1719	1994	2269	2320	2372	2424	2475	2527	2579	0.28
1.70	3.40	1497	1604	1782	2068	2353	2406	2460	2513	2567	2620	2674	0.34
2.00	4.00	1551	1662	1846	2141	2437	2492	2548	2603	2659	2714	2770	0.40
2.30	4.60	1604	1719	1910	2215	2521	2578	2636	2693	2750	2807	2865	0.46
2.60	5.20	1658	1776	1973	2289	2605	2664	2724	2783	2842	2901	2961	0.52
2.90	5.80	1711	1834	2037	2363	2689	2750	2812	2872	2934	2995	3056	0.58
3.20	6.40	1765	1891	2101	2437	2773	2836	2899	2962	3025	3088	3152	0.64
3.50	7.00	1818	1948	2164	2511	2857	2922	2987	3052	3117	3182	3247	0.70
3.80	7.60	1872	2006	2228	2584	2941	3008	3075	3142	3209	3275	3343	0.76
4.10	8.20	1925	2063	2292	2658	3025	3094	3163	3231	3300	3369	3438	0.82
4.55	9.10	1979	2120	2355	2732	3109	3180	3251	3321	3392	3462	3534	0.91
5.00	10.00	2006	2149	2387	2769	3152	3223	3295	3366	3438	3509	3581	0.91
5.00	10.00	2032	2177	2419	2806	3194	3266	3339	3411	3484	3556	3629	1.00
5.45	10.90	2086	2235	2483	2880	3278	3352	3427	3501	3576	3650	3725	1.09
5.90	11.80	2139	2292	2546	2954	3362	3438	3514	3590	3667	3743	3820	1.18
6.35	12.70	2193	2349	2610	3027	3446	3524	3602	3680	3759	3837	3916	1.27
6.80	13.60	2246	2407	2674	3101	3530	3609	3690	3770	3851	3930	4011	1.36
7.25	14.50	2300	2464	2737	3175	3614	3695	3778	3860	3942	4024	4107	1.45
7.70	15.40	2353	2521	2801	3249	3698	3781	3866	3949	4034	4118	4202	1.54
8.15	16.30	2407	2579	2865	3323	3782	3867	3954	4039	4126	4211	4298	1.63
8.60	17.20	2460	2636	2928	3397	3866	3953	4042	4129	4217	4305	4393	1.72
9.05	18.10	2514	2693	2992	3470	3950	4039	4129	4219	4309	4398	4489	1.81
9.50	19.00	2567	2750	3056	3544	4034	4125	4217	4308	4401	4492	4584	1.90
9.95	19.90	2621	2808	3119	3618	4118	4211	4305	4398	4492	4585	4680	1.99
10.40	20.80	2674	2865	3183	3692	4202	4297	4393	4488	4584	4679	4775	2.08

Note: The fee schedule begins at 50% of the state median income. All incomes below 50% are considered state poverty level, and no fee is assessed. Families funded under the Federal Block Grant are eligible until their incomes reach the levels underlined above. The shadowed box indicates 84% of median income, adjusted for family size.

*Definitions on reverse.

Notes regarding the Child Development Fee Schedule

Eligibility for Child Development Services

o A family whose gross monthly income at the time of application is more than 84 percent of the state median income is not eligible for subsidized child development services. The 84 percent level is shown in the shadowed box on the chart on the other side of this page. Any family receiving child development services whose gross monthly family income increases beyond the amount entered at the bottom of the column for the appropriate family size becomes ineligible for subsidized child development services.

o Families funded under the Federal Block Grant may receive services until their incomes exceed the levels indicating 75 percent of the state median income, which is underlined on the other side of this page.

o Families of School Age Community Child Care children for whom reimbursement of .25 CDE (2.5 hours per day or less) is claimed are assessed a fee equal to one-half of the part-time fee.

Definitions of Enrollment Periods

Alternative Payment and Title IV-A At-Risk Programs

1. Full-time: Enrollment for 7 hours or more of care per day.
2. Part-time: Enrollment for fewer than 7 hours of care per day.

Center-Based Care excluding Title IV-A At-Risk Programs

1. Full-time: Enrollment for 6.5 hours or more of care per day.
2. Part-time: Enrollment for fewer than 6.5 hours of care per day.

Hourly Family Fee

Used where applicable.



Educational Enrichment Systems, Inc.

"Enhancing the development of the whole child"

(123\fulfee97)

Effective July 1, 1996

FULL COST FEES:

0 - 18 months:

Full Time Plus (over 10 hrs):	\$45.05	per day
Full Time (over 6 1/2 hrs):	\$38.20	per day
3/4 Time (4 to 6 1/2 hrs):	\$28.65	per day
Part Time (under 4 hrs):	\$21.00	per day (\$5.25 hr)

18 up to 36 months:

Full Time Plus (over 10 hrs):	\$37.10	per day
Full Time (over 6 1/2 hrs):	\$31.45	per day
3/4 Time (4 to 6 1/2 hrs):	\$23.55	per day
Part Time (under 4 hrs):	\$17.30	per day (\$4.35 hr)

3 years and older:

Full Time Plus (over 10 hrs):	\$26.50	per day
Full Time (over 6 1/2 hrs):	\$22.45	per day
3/4 Time (4 to 6 1/2 hrs):	\$16.85	per day
Part Time (under 4 hrs):	\$12.40	per day (\$3.10 hr)

10.7 Schedule of Days and Hours of Operation.

Monday through Friday 6:00 a.m. to 7:00 p.m.

Parent meetings and fund raising events are held
in the evenings and weekends.

Cornie Romero

51A

(R-98-1519)

RESOLUTION NUMBER R- 290449

ADOPTED ON JUL 20 1998

AN RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
DIEGO AUTHORIZING THE CITY MANAGER TO EXECUTE
A LEASE AGREEMENT BETWEEN THE CITY OF SAN
DIEGO AND EDUCATIONAL ENRICHMENT SYSTEMS, INC.

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute a lease agreement between The City of San Diego and Educational Enrichment Systems, Inc., for the construction and operation of a child care center on a 1.45-acre site adjacent to Montgomery Middle School, the fair market value of which is \$386,666 as reviewed by City Valuation Staff, for a term of 20 years at \$600 per year, as more particularly described in the lease agreement on file in the office of the City Clerk as Document No.

RR- 290449

APPROVED: CASEY GWINN, City Attorney

By

Prescilla Dugard
Prescilla Dugard
Deputy City Attorney

PD:cdk
06/25/98
Or.Dept:REA
WO.222140
R-98-1519



