

## **LEASE TERMINATION AGREEMENT**

THIS LEASE TERMINATION AGREEMENT ("Agreement") is made by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and RICHARD L. GLEASON, an individual, and DEBRA L. GLEASON, an individual (collectively and jointly and severally, "LESSEE"), to be effective as of July 20, 2011 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

### **RECITALS**

- A. CITY, as lessor, and LESSEE, as lessee, are parties to that certain CITY OF SAN DIEGO PERCENTAGE LEASE dated October 16, 1995 (the "Lease"), and filed in the Office of the San Diego City Clerk as Document No. 00-18224, whereby CITY leased to LESSEE certain real property (the "Premises") located at 1010 Santa Clara Place, San Diego, California 92109, commonly known as the "Mission Bay Sportcenter," and more particularly described in the Lease.
- B. CITY has agreed to terminate the Lease under the terms and conditions of this Agreement.

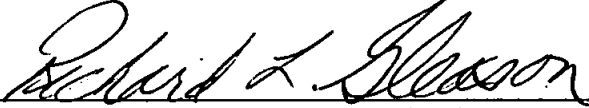
FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the parties agree as follows:

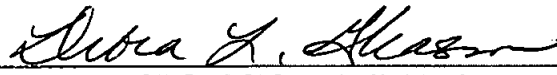
1. **Termination.** Upon execution and delivery of this Agreement, the Lease shall be terminated as of the Effective Date and shall be void and of no further force or effect except as to any monetary obligations, claims, and remedies accrued thereunder, and any rights and obligations that shall survive the termination of the Lease according to its terms or by law.
2. **No Prior Assignments.** CITY and LESSEE each represents and warrants that it has not previously assigned, transferred, or purported to have assigned or transferred, in any manner, any right or obligation under the Lease. Each party shall protect, defend, indemnify, and hold the other party harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with any person or legal entity claiming to hold any right under the Lease, and all expenses of investigating and defending against same, including without limitation attorney fees and costs.
3. **Waiver.** No breach of any provision of this Agreement shall be waived unless in writing. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

4. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date.

 July 20, 2011  
RICHARD L. GLEASON, an individual

 July 20, 2011  
DEBRA L. GLEASON, an individual

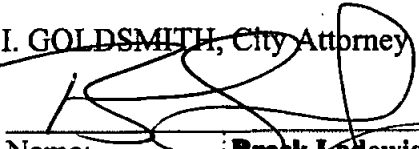
THE CITY OF SAN DIEGO, a California municipal corporation

BY:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Approved as to form and legality:*

JAN I. GOLDSMITH, City Attorney

BY:

  
Name: Brock Ladewig  
Title: Deputy City Attorney