

COPY

CITY OF SAN DIEGO

Flat Rate Lease

**TENNIS PATRONS ASSOCIATION
OF SAN DIEGO, INC.**

West Point Loma & Nimitz Boulevards

DOCUMENT NO. ll-280520
FILED AUG 10 1992
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE OUTLINE

SECTION 1:	USES	1
1.1	<u>Premises</u>	1
1.2	<u>Uses</u>	1
1.3	<u>Related Council Actions</u>	1
1.4	<u>Quiet Possession</u>	1
1.5	<u>Easements and Reservations</u>	2
1.6	<u>Competent Management</u>	2
1.7	<u>Operation of Facilities</u>	2
1.8	<u>Rates and Charges</u>	2
1.9	<u>CITY Use</u>	3
1.10	<u>Political Activities</u>	3
1.11	<u>Public Use</u>	3
SECTION 2:	TERM	3
2.1	<u>Commencement</u>	3
2.2	<u>Holdover</u>	3
2.3	<u>Quitclaim and Surrender of LESSEE'S Interest</u>	4
SECTION 3:	RENT	4
3.1	<u>Time and Place of Payment</u>	4
3.2	<u>Rent</u>	4
3.3	<u>Delinquent Rent</u>	5
3.4	<u>Inspection of Records</u>	5
SECTION 4:	ASSIGNMENT	5
4.1	<u>Time is of Essence; Provisions Binding on Successors</u>	5
4.2	<u>Assignment and Subletting</u>	5
4.3	<u>Encumbrance</u>	6
4.4	<u>Defaults and Remedies</u>	7
4.5	<u>Eminent Domain</u>	9
SECTION 5:	INSURANCE RISKS/SECURITY	10
5.1	<u>Indemnity</u>	10
5.2	<u>Insurance</u>	10
5.3	<u>Waste, Damage, or Destruction</u>	12
SECTION 6:	IMPROVEMENTS/ALTERATIONS/REPAIRS	13
6.1	<u>Acceptance of Premises</u>	13
6.2	<u>Entry and Inspection</u>	13
6.3	<u>Maintenance</u>	13
6.4	<u>Improvements/Alterations</u>	13
6.5	<u>Utilities</u>	14
6.6	<u>Construction Bond</u>	14
6.7	<u>Liens</u>	14
6.8	<u>Taxes</u>	14
6.9	<u>Signs</u>	15
6.10	<u>Ownership of Improvements and Personal Property</u>	15
6.11	<u>Unavoidable Delay</u>	16
6.12	<u>Development Plan</u>	16

6.13	<u>Hazardous/Toxic Waste</u>	16
6.14	<u>Failure to Meet Development Schedule</u>	17
6.15	<u>Coastal Commission Approval</u>	17
SECTION 7:	GENERAL PROVISIONS	18
7.1	<u>Notices</u>	18
7.2	<u>Compliance with Law</u>	18
7.3	<u>CITY Approval</u>	18
7.4	<u>Nondiscrimination</u>	18
7.5	<u>Equal Opportunity</u>	18
7.6	<u>Partial Invalidity</u>	19
7.7	<u>Legal Fees</u>	19
7.8	<u>Number and Gender</u>	19
7.9	<u>Captions</u>	19
7.10	<u>Entire Understanding</u>	19
7.11	<u>CITY Employee Participation Policy</u>	19
7.12	<u>Bylaws</u>	20
7.13	<u>Standard of Employees</u>	20
SECTION 8:	SIGNATURES	21
8.1	<u>Signature Page</u>	21
SECTION 9:	EXHIBITS	22
9.1	<u>Legal Description</u>	22
9.2	<u>Parcel Map(s)</u>	23
9.3	<u>Building Plan or Floor Plan(s)</u>	24
9.4	<u>Description and Listing of LESSEE-owned Improvements</u>	25
9.5	<u>Description and Listing of CITY-owned Personal Property</u>	26
9.6	<u>General Development Plan</u>	27
9.7	<u>Schedule of Rates & Charges</u>	28
9.8	<u>Schedule of Days & Hours of Operation</u>	29

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 TENNIS PATRONS ASSOCIATION OF SAN DIEGO, INC., 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 "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of construction, operation and maintenance of the premises and buildings for a tennis facility for the benefit of the junior tennis members and ~~the residents of San Diego~~, without discrimination as to race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability, 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.

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

Y T &
GENERAL
PUBLIC
San Diego
Tennis Patrons
BY P & K

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.

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.

The exercise by the CITY of any of the rights set forth above shall not occur prior to thirty (30) days written notice. Any reimbursement shall be made within forty-five (45) days of the date of physical damage.

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 the construction, operation and maintenance of a tennis facility with clubhouse and courts, and related activities in a fiscally responsible manner.

- 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 9.8, Schedule of Days & Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.

- 1.8 Rates and Charges. All charges for merchandise and services or facilities on said premises shall be in accordance with the

schedule set forth in Section 9.7, Schedule of Rates & Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative.

- 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.
- 1.10 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1, 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 shall provide a minimum of six (6) tennis courts that will be available unrestricted to the general public at any time and for any age, including during tournaments. 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 shall submit to the City Manager a schedule of operations including but not limited to a schedule of hours and schedule of fees for use by the general public. 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 by LESSEE at a location agreeable to CITY.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be Thirty-five (35) 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 Quitclaim and Surrender of LESSEE'S Interest. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor.

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

SECTION 3: RENT

- 3.1 Time and Place of Payment. Rent is due monthly in advance on or before the first day of each calendar month. All monthly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of each calendar month. 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.

- a. Consideration. The consideration for the granting of this lease shall be the LESSEE'S continuous operation and maintenance of the leased premises at no cost to the CITY. In addition, commencing on the effective date of this lease, LESSEE shall pay CITY the sum of Six Hundred Dollars (\$600) per year, payable yearly in advance throughout the term of this lease.
- b. Development as Additional Consideration. LESSEE agrees as additional consideration to develop the leased premises in

accordance with the City-approved Development Plan described in Section 6.12, Development Plan, of this agreement, and shall erect and operate facilities on said land in accordance with the schedule shown in Section 9.6 attached hereto. Said construction and development shall be in accordance with plans and specifications to be approved by the City Manager.

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.

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.

"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 may require, as a condition to approval of any sublease or assignment, that the proposed sublessee or assignee pay additional rent to CITY to equal the full fair market rent justifiable at the date of such proposed sublease or assignment and that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current.

- 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 net proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises in accordance with Section 6.12 hereof entitled Development Plan. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of 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 there is also substantial benefit to the CITY therefrom. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance including, but not limited to, amending the lease to provide then current rents and provisions.

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, the CITY will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

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

CITY agrees to further amend this Section 4.3, if requested by mortgagor in order to make the leasehold interest financable, so long as no such amendment shall adversely affect any CITY rights and/or substantially modify or alter any terms of this lease.

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, 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), Default and Remedies, hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such

default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

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

Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE

expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, 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, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 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 or LESSEE, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. 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 shall at all times assume the defense of, relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

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

5.2 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 ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the premises.
- (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.

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 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 in the premises.
- 6.2 Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (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, if they exceed \$25,000. 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. The parties specifically agree that any and all improvements, trade fixtures, structures, and installations or additions to the premises by LESSEE shall at the time of issuance of the Certificate of Occupancy automatically become the property of the City, free of all liens and claims except as otherwise provided in this lease.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 9.6 hereof (see attached plan). The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY.
- 6.13 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, or 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 City Clerk's Office as City Clerk Document 769704.

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 the 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, damage 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 the CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE at the 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 cost and expense incurred.

CITY hereby represents and warrants that it has no knowledge of the existence of any hazardous substances in, on, or under or from the premises.

- 6.14 Failure to Meet Development Schedule. In the event that construction is not completed within 24 months following the date specified for completion in the Development Plan, CITY may, at its option, terminate this lease.
- 6.15 Coastal Commission Approval. LESSEE shall comply with the California Coastal Act, at its sole cost, and apply to the San Diego Coast Regional Commission or other such authorized state body for any necessary coastal development permit authorizing the construction of improvements in the Coastal Zone. LESSEE will proceed with diligence to obtain such permit, but if unable to do so within twelve (12) months after the date of this lease, this lease will terminate.

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

Richard L. Kintz
Brobeck, Phleger and
Harrison
550 W. "C" Street, Ste. 1300
San Diego, CA 92101

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.

- 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, marital status, sex or sexual orientation, medical status, religion, color, ancestry, national origin, age, 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. No distinction may be made between members of San Diego Tennis Patrons and non-members.

- 7.5 Equal Opportunity. LESSEE shall comply with the CITY'S Equal Opportunity and Minority and Women Business Enterprise Contracting Programs, approved by the City Council, and filed with the City Clerk as Document RR-262633. LESSEE shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any

other applicable federal and state laws and regulations herein-after enacted. 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 agreement.

- 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 attorney's 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 shall be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the

contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

SECTION 7: SPECIAL PROVISIONS.

- 7.12 Bylaws. Membership in LESSEE'S organization shall be open to anyone meeting the requirements of its rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by LESSEE'S organization shall, before being put into effect, be submitted to and receive the written approval of the City Manager. Bylaws shall be on file in the office of the Property Department prior to CITY execution of this lease.
- 7.13 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.

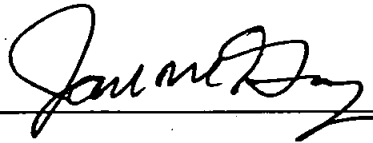
SECTION 8: SIGNATURES

8.1 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.

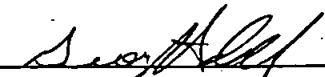
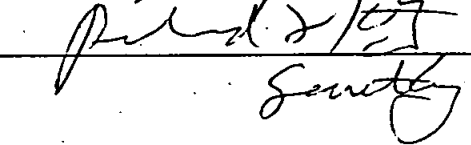
THE CITY OF SAN DIEGO

Date 6-6-94

By 

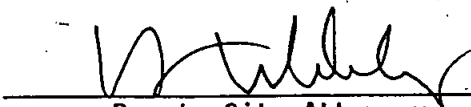
LESSEE: TENNIS PATRONS ASSOCIATION
OF SAN DIEGO, INC.

Date 6/25/92

By 
By 
Secretary

APPROVED as to form and legality this 7 day of June, 1994.

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

NRS:jw-t(3)
6-12-92

SECTION 8: SIGNATURES

8.1 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 _____

By _____

LESSEE: TENNIS PATRONS ASSOCIATION
OF SAN DIEGO, INC.

Date 6/25/92

By [Signature]
By [Signature] 2/02, Secretary

APPROVED as to form and legality this _____ day of _____, 19____.

JOHN W. WITT, City Attorney

By _____
Deputy City Attorney

NRS:jw-t(3)
6-12-92

SECTION 9: EXHIBITS



ORDER NO. 1052642-2

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 12389 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982.

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY - FORMERLY FALSE BAY - AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870 A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, KNOWN AND REFERRED TO AS MISCELLANEOUS MAP NO. 36 TOGETHER WITH A PORTION OF LOT A OF LOMA ALTA 2 ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 206; THENCE NORTH $53^{\circ}53'52''$ WEST A DISTANCE OF 15.01 FEET TO A POINT ON A 1061.90 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $51^{\circ}34'20''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}17'55''$ AN ARC LENGTH OF 5.53 FEET TO A POINT ALONG THE ARC OF SAID CURVE, A RADIAL OF WHICH BEARS NORTH $51^{\circ}16'25''$ WEST; THENCE NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 195.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 33.98 FEET TO THE BEGINNING OF A 1509.09 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}08'02''$ AN ARC LENGTH OF 187.90 FEET TO THE BEGINNING OF A COMPOUND 708.89 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}35'33''$ AN ARC LENGTH OF 254.78 FEET TO THE BEGINNING OF A COMPOUND 519.98 FOOT (520.00') RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT AS SHOWN ON



ORDER NO. 1052642-2

THAT CERTAIN CALIFORNIA DIVISION OF HIGHWAYS STATE ROUTE MAP NO. 11-SD-109 DATED FEBRUARY 19, 1970 AND ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}37'48''$ AN ARC LENGTH OF 486.71 FEET (486.72') TO POINT OF NON-TANGENCY;

THENCE NORTH $58^{\circ}45'29''$ EAST (NORTH $59^{\circ}16'54''$ EAST) A DISTANCE OF 280.11 FEET TO A NON-TANGENT 1914.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THE RADIAL LINE TO SAID POINT BEARS NORTH $30^{\circ}00'46''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 281.15 FEET TO AN INTERSECTION WITH A NON-TANGENT 340.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH $65^{\circ}14'37''$ EAST, SAID POINT AS SHOWN ON PARCEL MAP NO. 12389 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1982; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP AND ALONG THE ARC OF SAID 340.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}53'35''$ ($15^{\circ}52'45''$) AN ARC LENGTH OF 94.33 FEET (94.23'); THENCE SOUTH $8^{\circ}51'48''$ EAST A DISTANCE OF 124.72 FEET (SOUTH $8^{\circ}52'59''$ EAST 124.63') TO THE BEGINNING OF A 562.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $52^{\circ}12'50''$ ($52^{\circ}13'52''$) AN ARC LENGTH OF 512.61 FEET (512.78') TO THE BEGINNING OF A COMPOUND 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}10'00''$ AN ARC LENGTH OF 521.56 FEET TO A POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}54'10''$ ($60^{\circ}55'30''$) AN ARC LENGTH OF 212.59 FEET (212.67') TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING WITHIN THE NATURAL BOUNDARIES OF MISSION BAY - FORMERLY FALSE BAY - ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFOR, AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.



ORDER NO. 1052642-2

PARCEL C:

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36 AND THAT PORTION OF LOT A OF LOMA ALTA NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, LYING ABOVE THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY AND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF EXTERIOR BOUNDARY LINE OF PARCEL 1 OF PARCEL MAP NO. 12389 AS SHOWN BY PARCEL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE NORTH $38^{\circ}20'28''$ WEST, 40.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176; PAGE 263 OF OFFICIAL RECORDS AND THE TERMINATION OF SAID LINE.

THE ABOVE DESCRIBED PROPERTY WAS FORMERLY A PORTION OF ONE OF THE 80.00 FOOT STRIPS OF LAND CONVEYED TO THE CITY OF SAN DIEGO AND DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROADWAYS, HIGHWAYS AND PARKWAYS BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 AND RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS, AND WAS VACATED AND CLOSED TO PUBLIC USE BY THE COUNCIL OF THE CITY OF SAN DIEGO JULY 24, 1962 BY RESOLUTION NO. 171857, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1962 AS FILE NO. 129467 OF OFFICIAL RECORDS.

441-09 449-86

PARCEL MAP NO. 12389

SHEET 2 OF 3 SHEETS

1052642-2

NO.	A or Bearing	Radius	Length	Record	Map No.
(1)	S 01° 50' 00" W	943.70'	516.1'		
(2)	N 8° 42' 25" W (R)	96.00'	N 8° 40' 38" W (R)	P.M. 7420	
(3)	7° 45' 36" W	1037.70'	141.63'		
(4)	N 16° 31' 20" W (R)	16.94'	N 10° 27' 35" W (R)	P.M. 7420	
(5)	4° 41' 27" W	1058.64'	86.70'		
(6)	N 21° 12' 57" W (R)	21.10'	N 21° 11' 05" W (R)	P.M. 7420	
(7)	15° 36' 17" W	1072.94'	274.75'		
(8)	N 36° 31' 06" W (R)	17.23'	N 36° 47' 20" W (R)	P.M. 7420	
(9)	10° 56' 46" W	1060.67'	202.63'		
(10)	N 47° 47' 34" W (R)	1.21'	N 47° 46' 08" W (R)	P.M. 7420	
(11)	3° 27' 27" W	1061.90'	64.71'		
(12)	N 6° 42' 24" W (R)		35.63'		
(13)	3.84° 36' 25" W		10.76'		
(14)	36° 43' 07" W	18700'	183.78'		
(15)	N 36° 20' 28" W		68.28'		

NO.	A or Bearing	Radius	Length	NO.	A or Bearing	Radius	Length
(16)	3.84° 36' 25" W		284.40'	(31)	120° 03' 11" W	100.00'	335.25'
(17)	N 1° 20' 28" E		139.11'	(32)	15° 27' 00" W	380.00'	102.67'
(18)	N 6° 26' 38" E		115.73'	(33)	10° 31' 24" W	1140.00'	207.33'
(19)	N 1° 34' 35" E		130.08'	(34)	11° 35' 22" W	1140.00'	230.59'
(20)	N 4° 08' 05" W		166.43'	(35)	3° 03' 14" W	1140.00'	100.56'
(21)	N 6° 42' 35" E		102.70'	(36)	4° 33' 36" W	1714.00'	152.33'
(22)	N 18° 44' 59" E		115.11'	(37)	8° 25' 19" W	1714.00'	281.34'
(23)	N 36° 06' 35" E		174.63'	(38)	1° 11' 59" W	1714.00'	40.08'
(24)	N 81° 17' 43" E		98.49'	(39)	N 53° 00' 35" W		27.47'
(25)	68° 41' 46" W	70.00'	63.93'	(40)	N 36° 07' 04" E		23.93'
(26)	N 27° 24' 03" W		77.86'	(41)	5.35° 56' 25" W		143.87'
(27)	N 12° 57' 27" W		116.13'				
(28)	27° 10' 00" W	1140.00'	340.55'				
(29)	1° 35' 14" W	1061.90'	29.42'				
(30)	1° 54' 13" W	1061.90'	35.29'				

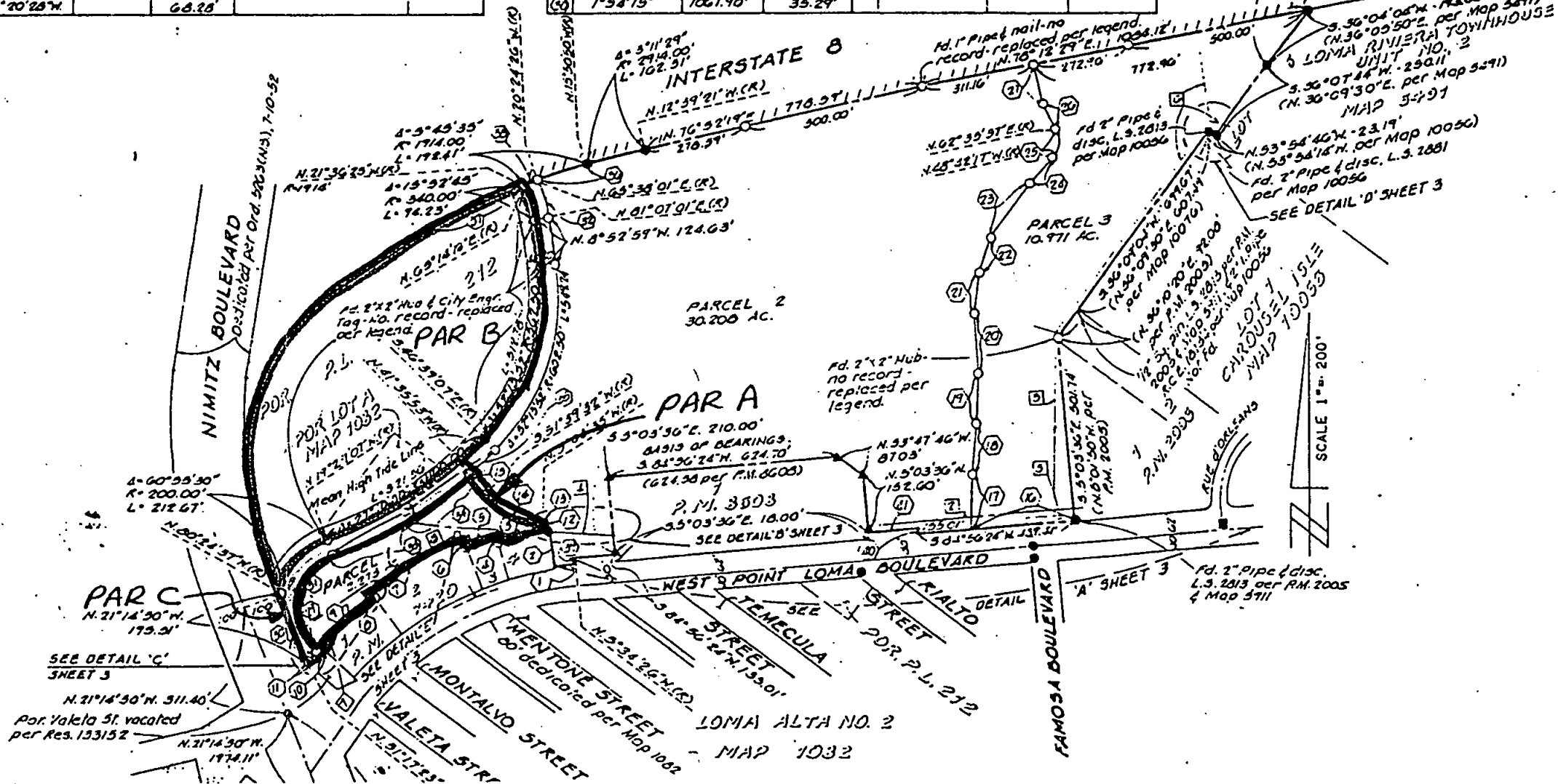
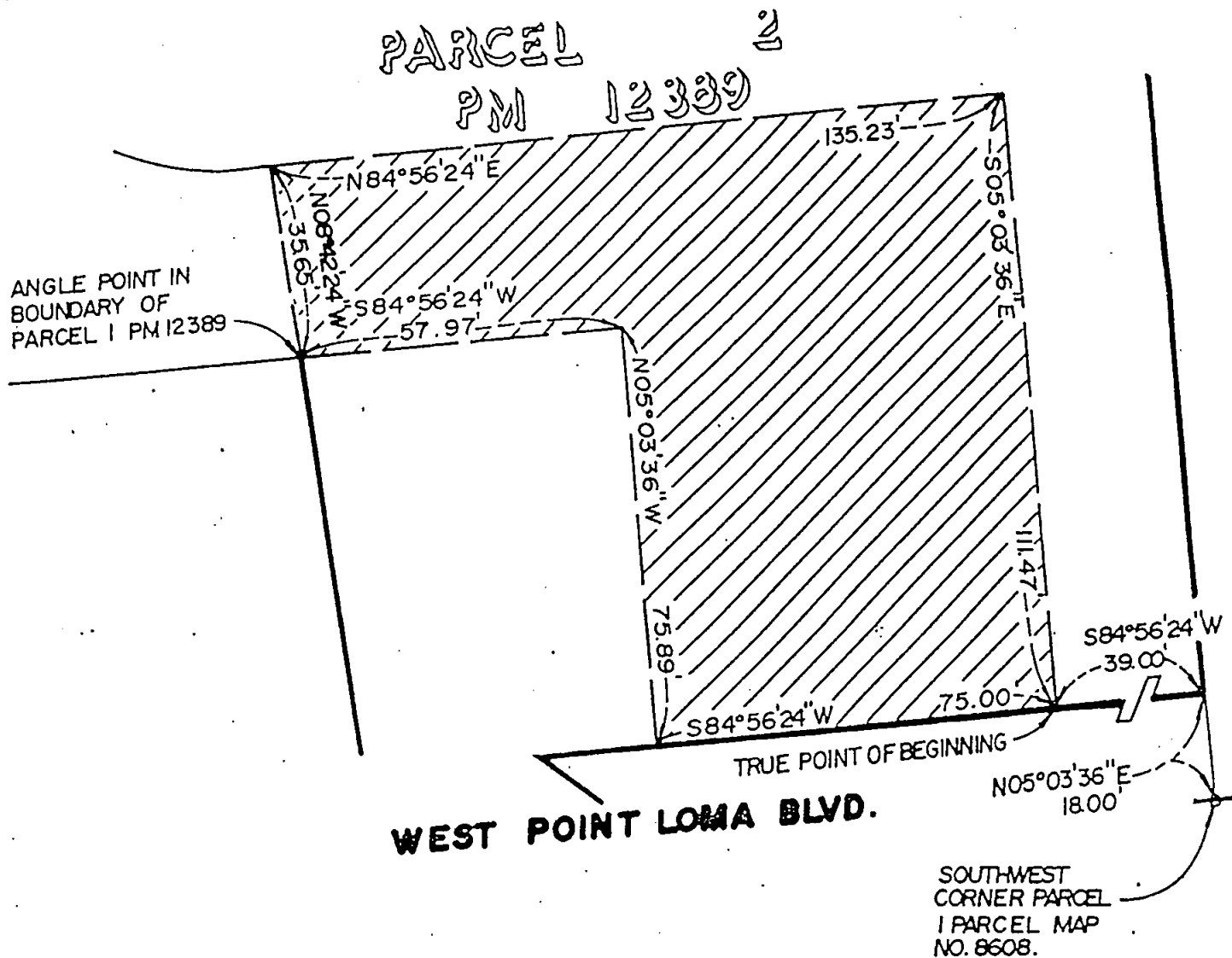
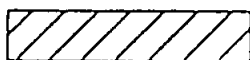
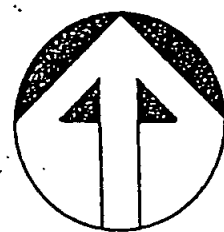


EXHIBIT "A"



 INDICATES ACCESS EASEMENT


SCALE: 1"=30'



SURVEYOR'S STATEMENT
THIS PLAT WAS PREPARED UNDER MY
DIRECT SUPERVISION ON APRIL 8, 1991.



PRECISION
SURVEY
AND
MAPPING

Morena Office Center
1094 Cudahy Place
Suite 222
San Diego, California
92110-3924
(619) 275-4033

Michael J. Pallamary 4-9-91
MICHAEL J. PALLAMARY LS 4830

R-254617

MARINER'S COVE ACCESS EASEMENT

THAT PORTION OF PARCEL 2 OF PARCEL MAP 12389 FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY ON OCTOBER 22, 1982, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 8608 FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY ON APRIL 6, 1979; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 05° 03' 36" EAST A DISTANCE OF 18.00 FEET TO A CORNER ON THE SOUTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 12389;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 84° 56' 24" WEST A DISTANCE OF 39.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 84° 56' 24" WEST A DISTANCE OF 75.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 05° 03' 36" WEST A DISTANCE OF 75.89 FEET;

THENCE SOUTH 84° 56' 24" WEST A DISTANCE OF 57.97 FEET TO AN ANGLE POINT IN THE BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1, NORTH 08° 42' 24" WEST A DISTANCE OF 35.65 FEET;

THENCE LEAVING SAID PARCEL 1, NORTH 84° 56' 24" EAST A DISTANCE OF 135.23 FEET; THENCE SOUTH 05° 03' 36" EAST A DISTANCE OF 111.47 FEET TO THE TRUE POINT OF BEGINNING.

c:/deeds/89-1049

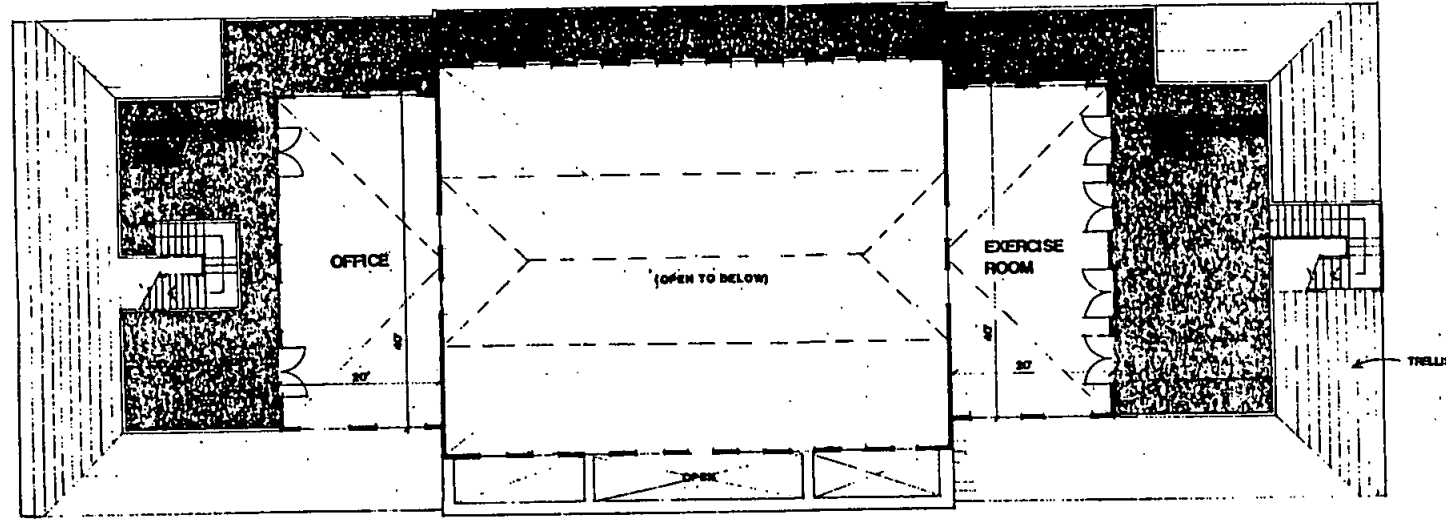


9.2 Parcel Map(s).

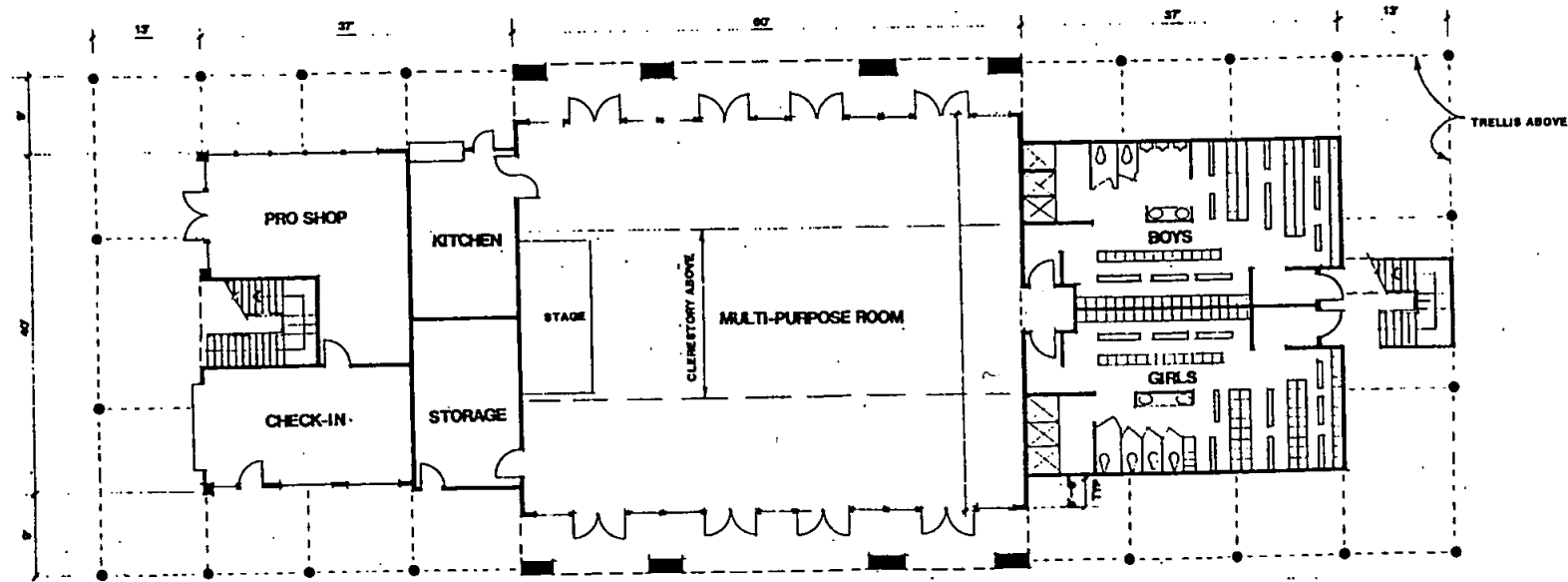
9.3 Building Plan or Floor Plan(s).

FIGURE 7

BUILDING FLOOR PLANS

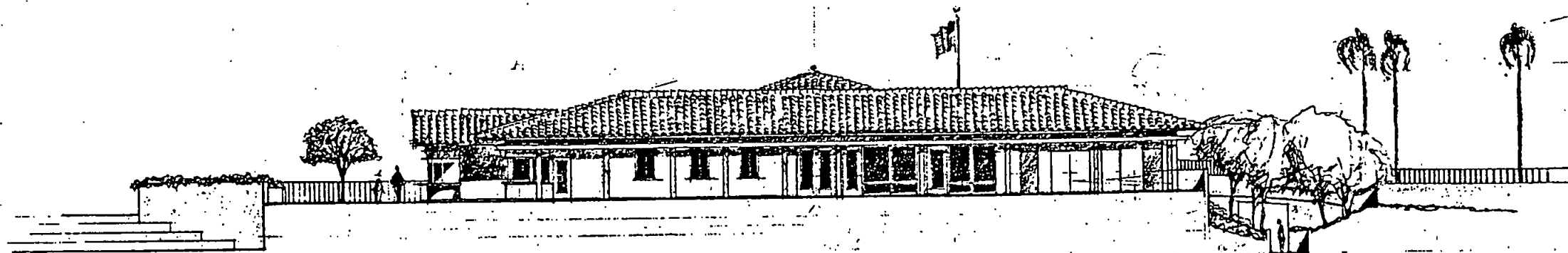


CLUBHOUSE FLOOR PLAN

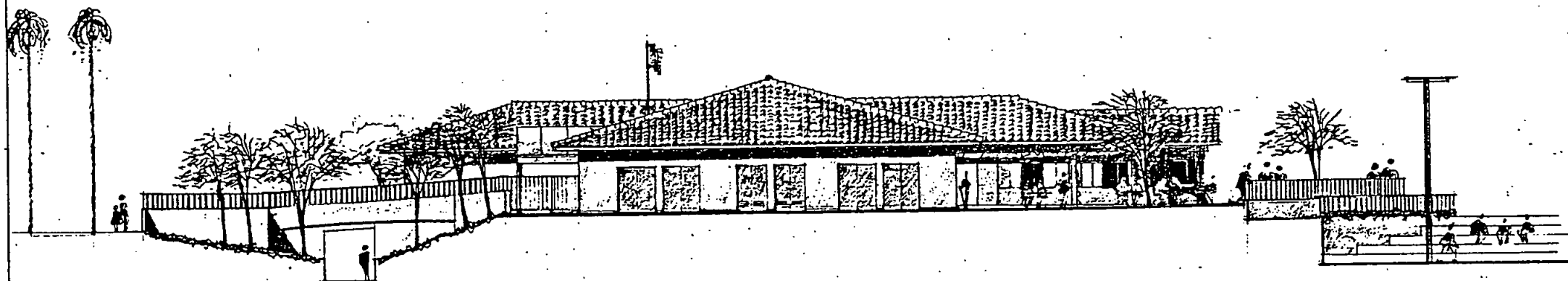


DO NOT USE
SEE REVISED VERSION
6-6-84

Terms Patrons by
P2K



WEST ELEVATION
1/10" = 1'-0"



EAST ELEVATION
1/10" = 1'-0"

REVISED VERSION 6-6-94

Architecture and Planning
RICHARD JOHN LAREAU & ASSOCIATES Architects AIA
2845 Nimitz Boulevard San Diego, California 92106 322 0341

Architect

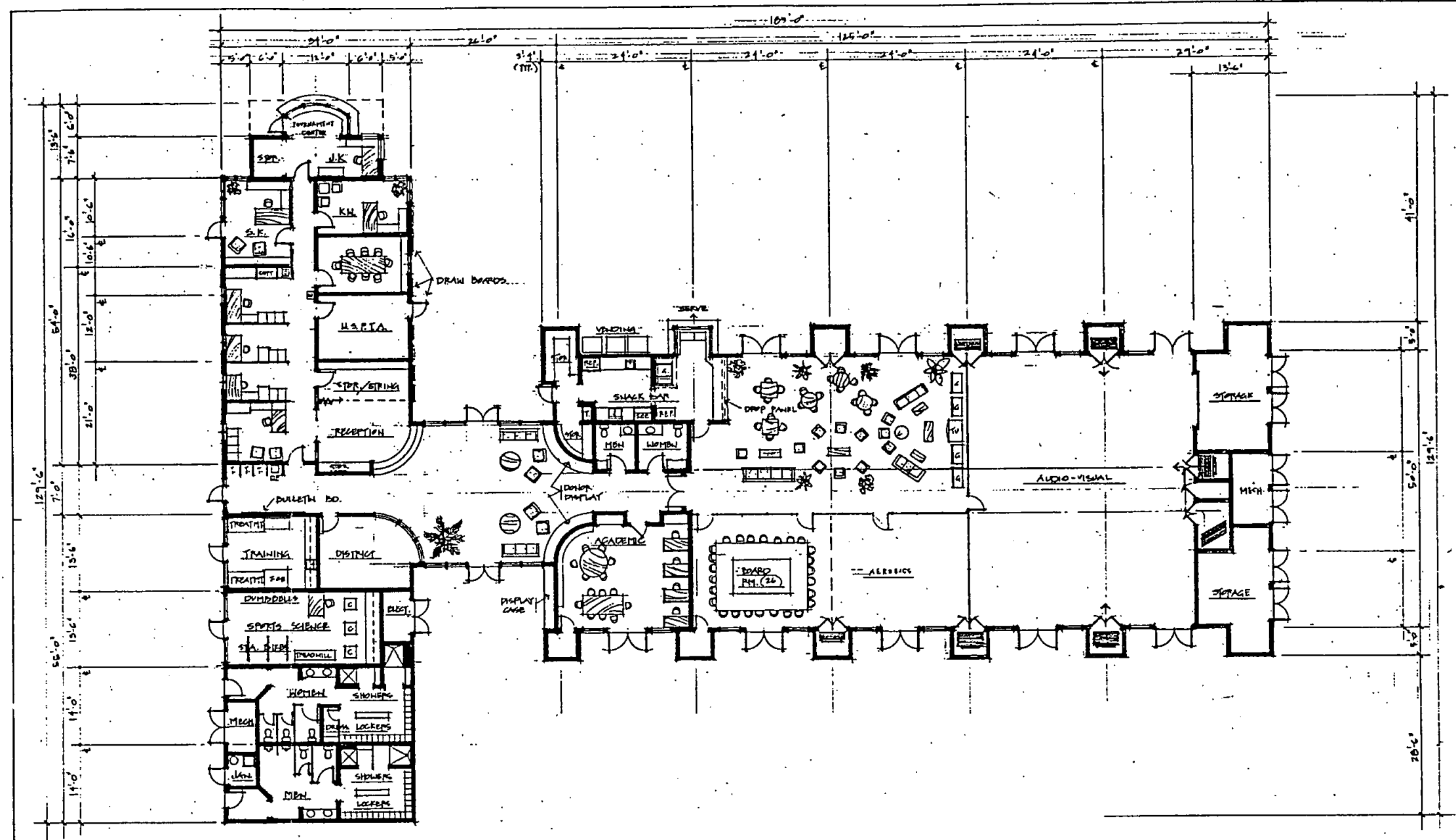
Architect

DATE
1-3-95

THIS DRAWING IS THE PROPERTY OF RICHARD JOHN LAREAU & ASSOCIATES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RICHARD JOHN LAREAU & ASSOCIATES.

GEORGE M. BAHRER BARNES CENTER

1/10" = 1'-0"



FLOOR PLAN SEC. 9.3

REVISED VERSION 6-6-94

9.4 Description and Listing of Lessee-Owned Improvement

All of the improvements to the property, trade fixtures, structures and installations or additions to the premises, including but not limited to fencing, landscaping, tennis courts and buildings shall automatically become the property of the City of San Diego at the time of the issuance of the Certificate of Occupancy.

9.5 Description and Listing of City-Owned Personal Property

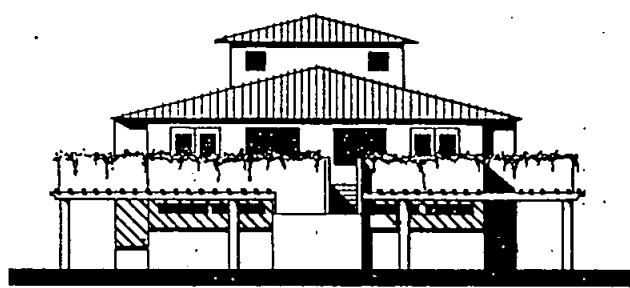
None of the personal property at the Premises shall belong to the City of San Diego.

9.6 General Development Plan.

The General Development Plan consists of:

- a. Plot Plan
- b. Development Schedule
- c. Financial Plan
- d. Schematic Elevations
- e. Landscape Plan
- f. Others as applicable

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

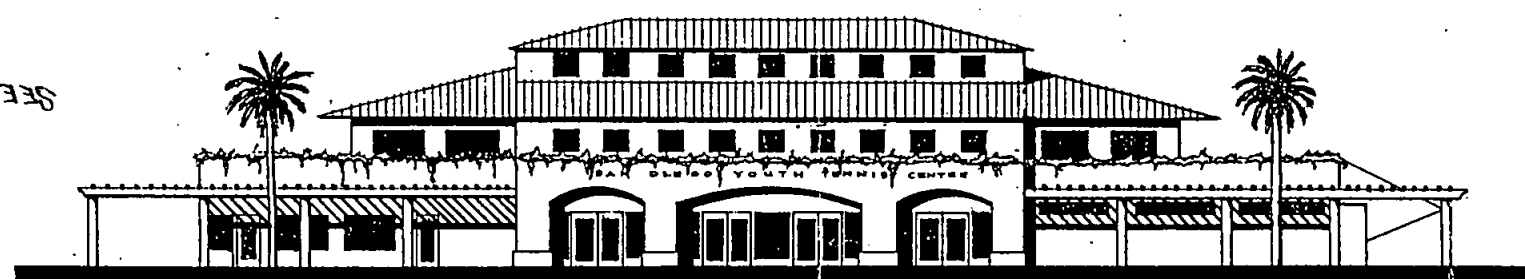
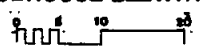


EAST

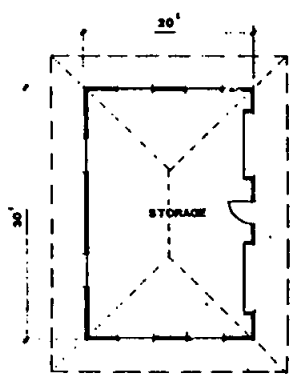


FINISHES SPECIFIED TYPICAL FOR ALL OTHER ELEVATIONS UNLESS OTHERWISE NOTED WEST

CLUBHOUSE ELEVATIONS



SOUTH
SOUTH SIMILAR BUT OPPOSITE NAME



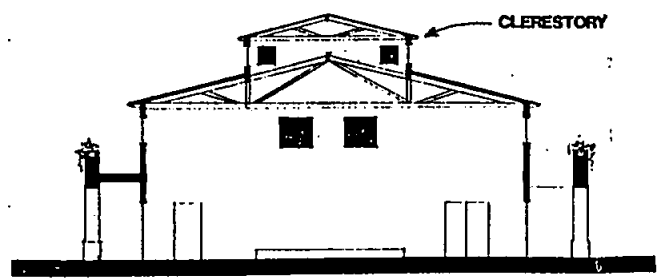
FRONT



SIDES



BACK



CLUBHOUSE SECTION

MAINTENANCE BUILDINGS

FINISHES SIMILAR TO CLUBHOUSE

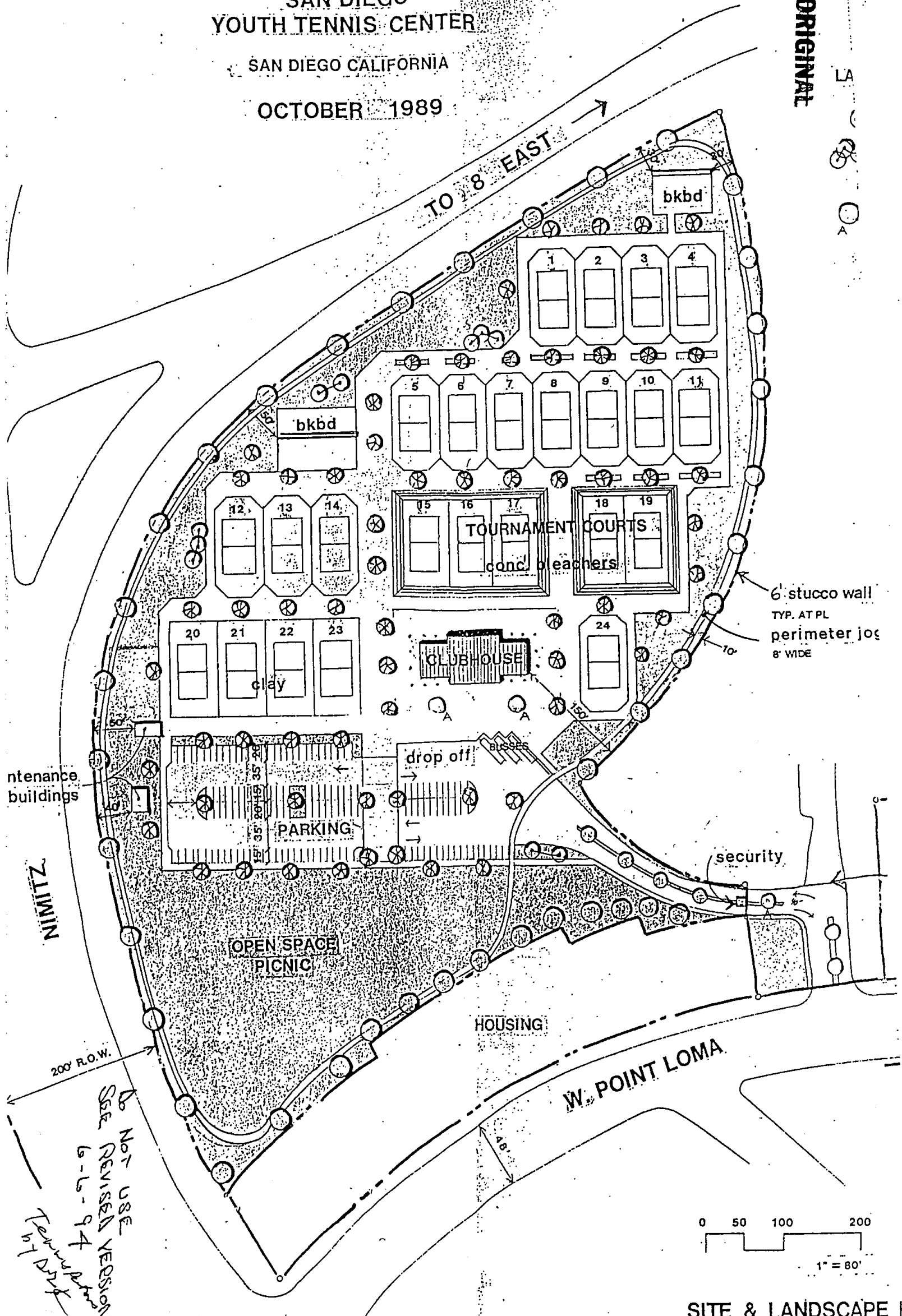
Do NOT USE
SEE REVISED VERSION
6-6-94
forms shown
by note

SAN DIEGO YOUTH TENNIS CENTER

SAN DIEGO CALIFORNIA

OCTOBER 1989

ORIGINAL



9.6(b)

Development Schedule

Prepare working drawings and submit to the City by March 1, 1994.

Receive City Building Permits by July 8, 1994 (plan check and correction cycle).

Commence site preparation and on-site construction July 15, 1994.

Commence off-site improvements August 15, 1994.

Complete Phase I construction January 15, 1995.

Open Junior Tennis Center January 20, 1995.

Commence Phase II construction July 15, 1995.

Complete Phase II construction July 15, 1996.

~~ORIGINAL~~

SAN DIEGO JR. TENNIS CENTER

DEVELOPMENT SCHEDULE

- Prepare working drawings and submit to the City by October 1, 1992.
- Receive City Building Permits by February 15, 1993. (Plan check and correction cycle)
- Commence site preparation and offsite improvements, March 1, 1993.
- Commence on-site construction June 1, 1993.
- Complete on-site construction December 1, 1993.
- Open Jr. Tennis Center January 1, 1994.

DO NOT USE
SEE REVISED VERSION
6-6-94

Tennis Pathway
by Mark

9.6(c)

Financial Plan

The improvements on the property will be paid for in cash without there being any encumbrances upon those improvements made to the premises.

JUNIOR TENNIS CENTER PROJECT

FUNDRAISING COMMITTEE

Homer D. Peabody, Jr., M.D., Chair

GOAL; \$2,500,000

CURRENT PLEDGES: \$ 516,495

PAID PLEDGES: \$ 198,613

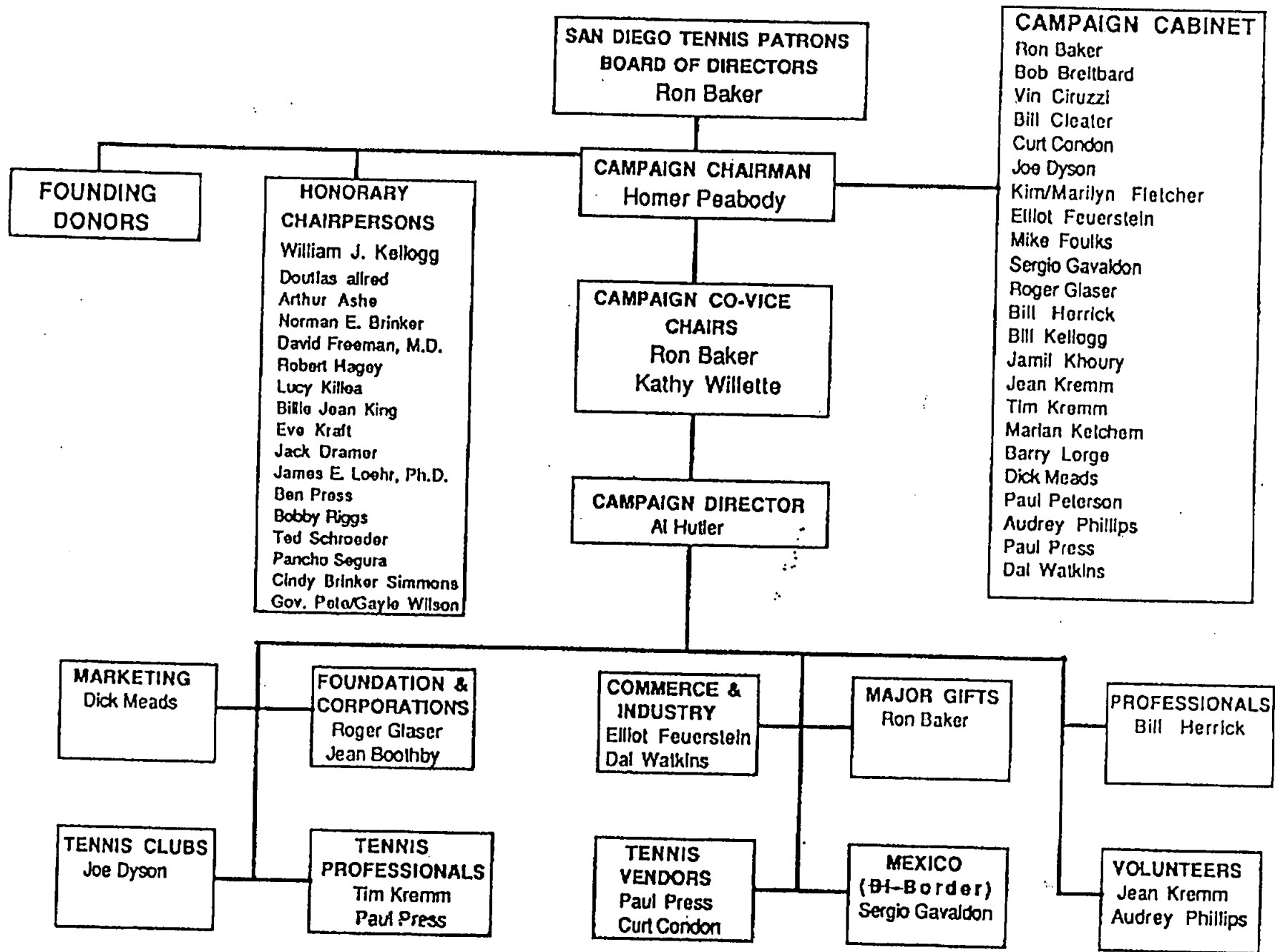
TIMETABLE OF FUNDRAISING:

October 1992	\$ 750,000
December 1992	\$1,000,000
June 1993	\$2,000,000
August 1993	\$2,500,000

ESTIMATED TIMETABLE FOR PROJECT:

August 1992	Working drawings started
October 1992	Plans presented to City
March 1993	Construction started
December 1993	Construction completed

GAW:lsk



CATEGORY	NUMBER	TOTAL
\$1,000,000	1	\$1,000,000
\$250,000	1	\$250,000
\$100,000	2	\$200,000
\$50,000	6	\$300,000
\$25,000	12	\$300,000
\$10,000	20	\$200,000
\$5,000	25	\$125,000
\$1000-4999	50	\$75,000
\$1000 AND BELOW	200	\$50,000
		\$2,500,000

9.6(f) Others as applicable

9.7 Schedule of Rates and Charges

Adults will pay \$4.00 per day for court use. Juniors 18 years of age and under will use the tennis courts for free.

There will be no membership as such at the Junior Tennis Center.

There shall be charges for the various educational programs that will be conducted at the Junior Tennis Center.

9.8 Schedule of Days & Hours of Operation.

Tennis Courts - ALL DAYS
8:00 a.m. to 9:00 p.m.
Lights will be off at 9:00 p.m.

Clubhouse - 8:00 a.m. to 9:00 p.m. - Sunday to Thursday
8:00 a.m. to 11:00 p.m. - Friday and Saturday

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

2027

Brobeck, Phleger & Harrison
550 West "C" Street, Suite 1300
San Diego, California 92101
(619) 234-1966
Attn: Richard L. Kintz, Esq.

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY SMITH, COUNTY RECORDER
RF: 11.00 FEES: 25.00
AF: 13.00 NA
MF: 1.00

449-860-83

(Space Above for Recorder's Use)

MEMORANDUM OF LEASE

This Memorandum of Lease dated April 5, 1995,
is made by and between the City of San Diego, a Municipal
Corporation ("Lessor"), and Tennis Patrons Association of San
Diego, Inc. ("Lessee"), now known as San Diego Tennis Patrons.

By that certain Lease ("Lease") dated June 6, 1994, Lessor
leased to Lessee that certain land situated in the City of San
Diego, County of San Diego, State of California, and described as
set forth in Exhibit "A" attached hereto. The term of the Lease
commences on July 1, 1994 and continues until June 30, 2024.

Reference is hereby made to the Lease for all terms,
covenants, agreements and conditions contained therein, which are
incorporated herein by reference and expressly made a part
hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this
Memorandum of Lease as of the date first written above.

LESSOR:

THE CITY OF SAN DIEGO, a Municipal
Corporation

By: [Signature]

Title: Director, Real Estate Assets

LESSEE:

TENNIS PATRONS ASSOCIATION OF SAN DIEGO,
INC., now known as

SAN DIEGO TENNIS PATRONS, a
California nonprofit public benefit
corporation

By: [Signature]

Title: Vice-President

2028

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On April 6, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. Kintz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ whose name~~(s)~~ (is/are) subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.



Kathy M. Larsen
Notary Public in and for Said State

STATE OF CALIFORNIA)

2029

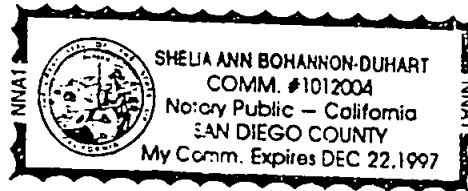
COUNTY OF)

San Diego

On April 5, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Spatts, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity (ies), and that by his ~~her/their~~ signature (s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shelia Ann Bohannon-Duhart
Notary Public in and for said State



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 12389 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982.

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY - FORMERLY FALSE BAY - AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870 A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, KNOWN AND REFERRED TO AS MISCELLANEOUS MAP NO. 36 TOGETHER WITH A PORTION OF LOT A OF LOMA ALTA 2 ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 206; THENCE NORTH $53^{\circ}53'52''$ WEST A DISTANCE OF 15.01 FEET TO A POINT ON A 1061.90 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $51^{\circ}34'20''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}17'55''$ AN ARC LENGTH OF 5.53 FEET TO A POINT ALONG THE ARC OF SAID CURVE, A RADIAL OF WHICH BEARS NORTH $51^{\circ}16'25''$ WEST; THENCE NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 195.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 33.98 FEET TO THE BEGINNING OF A 1509.09 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}08'02''$ AN ARC LENGTH OF 187.90 FEET TO THE BEGINNING OF A COMPOUND 708.89 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}35'33''$ AN ARC LENGTH OF 254.78 FEET TO THE BEGINNING OF A COMPOUND 519.98 FOOT (520.00') RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT AS SHOWN ON

THAT CERTAIN CALIFORNIA DIVISION OF HIGHWAYS STATE ROUTE MAP NO. 11-SD-109 DATED FEBRUARY 19, 1970 AND ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}37'48''$ AN ARC LENGTH OF 486.71 FEET (486.72') TO POINT OF NON-TANGENCY;

THENCE NORTH $58^{\circ}45'29''$ EAST (NORTH $59^{\circ}16'54''$ EAST) A DISTANCE OF 280.11 FEET TO A NON-TANGENT 1914.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THE RADIAL LINE TO SAID POINT BEARS NORTH $30^{\circ}00'46''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 281.15 FEET TO AN INTERSECTION WITH A NON-TANGENT 340.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH $65^{\circ}14'37''$ EAST, SAID POINT AS SHOWN ON PARCEL MAP NO. 12389 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1982; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP AND ALONG THE ARC OF SAID 340.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}53'35''$ ($15^{\circ}52'45''$) AN ARC LENGTH OF 94.33 FEET (94.23'); THENCE SOUTH $8^{\circ}51'48''$ EAST A DISTANCE OF 124.72 FEET (SOUTH $8^{\circ}52'59''$ EAST 124.63') TO THE BEGINNING OF A 562.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $52^{\circ}12'50''$ ($52^{\circ}13'52''$) AN ARC LENGTH OF 512.61 FEET (512.78') TO THE BEGINNING OF A COMPOUND 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}10'00''$ AN ARC LENGTH OF 521.56 FEET TO A POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}54'10''$ ($60^{\circ}55'30''$) AN ARC LENGTH OF 212.59 FEET (212.67') TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING WITHIN THE NATURAL BOUNDARIES OF MISSION BAY - FORMERLY FALSE BAY - ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFOR, AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.

PARCEL C:

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36 AND THAT PORTION OF LOT A OF LOMA ALTA NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, LYING ABOVE THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY AND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF EXTERIOR BOUNDARY LINE OF PARCEL 1 OF PARCEL MAP NO. 12389 AS SHOWN BY PARCEL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE NORTH $38^{\circ}20'28''$ WEST, 40.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS AND THE TERMINATION OF SAID LINE.

THE ABOVE DESCRIBED PROPERTY WAS FORMERLY A PORTION OF ONE OF THE 80.00 FOOT STRIPS OF LAND CONVEYED TO THE CITY OF SAN DIEGO AND DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROADWAYS, HIGHWAYS AND PARKWAYS BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 AND RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS, AND WAS VACATED AND CLOSED TO PUBLIC USE BY THE COUNCIL OF THE CITY OF SAN DIEGO JULY 24, 1962 BY RESOLUTION NO. 171857, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1962 AS FILE NO. 129467 OF OFFICIAL RECORDS.

PARCEL D:

AN EASEMENT AND RIGHT OF WAY FOR ACCESS PURPOSES OVER, ALONG AND ACROSS THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 12389, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 8608, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 6, 1979 AS FILE NO. 79-141958 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 05°03'36" EAST A DISTANCE OF 18.00 FEET TO A CORNER OF THE SOUTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 12389; THENCE ALONG SAID SOUTHERLY LINE; SOUTH 84°56'24" WEST A DISTANCE OF 39.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 84°56'24" WEST A DISTANCE OF 75.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH, 05°03'36" WEST A DISTANCE OF 75.89 FEET; THENCE SOUTH 84°56'24" WEST A DISTANCE OF 57.97 FEET TO AN ANGLE POINT IN THE BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1, NORTH 08°42'24" WEST A DISTANCE OF 35.65 FEET; THENCE LEAVING SAID PARCEL 1, NORTH 84°56'24" EAST A DISTANCE OF 135.23 FEET; THENCE SOUTH 05°03'36" EAST A DISTANCE OF 111.47 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT IS HEREBY DECLARED TO BE APPURTENANT TO AND FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF ALL OR ANY PORTION OF PARCELS A AND B HEREINABOVE DESCRIBED.

LS: SD Tennis Patrons
Legal Side

(R-92-2128)

RESOLUTION NUMBER R- 280520

ADOPTED ON AUG 10 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a 35-year lease agreement with TENNIS PATRONS ASSOCIATION OF SAN DIEGO, INC., a nonprofit corporation, for the development, operation and maintenance of a public tennis facility on City-owned property located at the northeast corner of Nimitz Boulevard and West Point Loma Boulevard, at an annual rental of \$600, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 280520.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
06/25/92
Or.Dept:Prop.
Job:220641
R-92-2128
Form=r-t

AUG 10 1992

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

Council Members	Yeas	Nays	Not Present	Ineligible
Abbe Wolfsheimer	☒	☐	☐	☐
Ron Roberts	☒	☐	☐	☐
John Hartley	☒	☐	☐	☐
George Stevens	☒	☐	☐	☐
Tom Behr	☒	☐	☐	☐
Valerie Stallings	☒	☐	☐	☐
Judy McCarty	☒	☐	☐	☐
Bob Filner	☐	☐	☒	☐
Mayor Maureen O'Connor	☒	☐	☐	☐

AUTHENTICATED BY:

(Seal)

MAUREEN O'CONNOR
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

By Mary Cepeda Deputy

Office of the City Clerk, San Diego, California

Resolution
Number

280520

Adopted

AUG 10 1992

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

TO:
CITY ATTORNEY2. FROM: (ORIGINATING DEPARTMENT)
DEVELOPMENT SERVICES DEPARTMENT3. DATE
April 23, 1996

4. SUBJECT: Easement Set Asides and Acquisition - San Diego Youth Tennis Center

5. FOR INFORMATION, CONTACT: (NAME & MAIL STA.)
L. HENNES/S. HARRY MS 5026. TELEPHONE NO.
66242/670787. CHECK HERE IF BOX 1472A, "DOCKET
SUPPORTING INFORMATION," HAS
BEEN COMPLETED ON PAGE 2: ☐

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND				
DEPT.				
ORGANIZATION				
OBJECT ACCOUNT				
JOB ORDER				
C.I.P. NO.				
AMOUNT				

9. ADDITIONAL INFORMATION / ESTIMATED COST:
No cost.

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPARTMENT DIRECTOR	<i>St. M. H.</i>	4-26-96	5	CITY MANAGER	<i>P. Callahan</i>	5-6-96
2	E.A.S.	<i>Thomas</i>	4/30/96		AUDITOR		
3	R.E. ASSETS	<i>Michael R. Self</i>	4/30/96	6	CITY ATTORNEY	<i>J. St. John</i>	5/9
4	E.O.C.P.	<i>1/5/96</i>	5/4/96	7	ORIGINATING DEPARTMENT	<i>Joe Hennes</i>	5/9
					MGR. DOCKET COORD.	<i>aut 5/13/96</i>	
					COUNCIL REP.	<i>John K.</i>	
					COMMITTEE	☒ CONSENT ☐ ADOPTION	
						<i>5/23/96</i>	

11. PREPARATION OF:



RESOLUTION(S)



ORDINANCE(S)



AGREEMENT(S)



DEED(S)

- Accepting a water easement set aside in City-owned land in a portion of Parcel 1 of Parcel Map No. 12389, Portion Pueblo Lot 212 and Lot A, Loma Alta 2, Map No. 1082.
- Accepting a sewer easement set aside in City-owned land in a portion of Parcel 1 of Parcel Map No. 12389 and Portion Pueblo Lot 212.
- Authorizing the City Manager's acceptance of an easement agreement for a water easement by the Housing Authority of the City of San Diego, in a portion of Parcel 2 of Parcel Map No. 12389.

11a. MANAGER'S RECOMMENDATIONS:

Approve the resolutions.

(see other side)

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT: 2

COMMUNITY AREA: Peninsula

ENVIRONMENTAL IMPACT: This action is exempt from CEQA pursuant to State CEQA Section 15061(b)(3) of the State CEQA guidelines.

FISCAL IMPACT: None.

(Continued)

W.O. #940181

cc: City Atty. (Orig. +2)
Subdivider
Engineer
T.M. Folder
Anita Welker (M/S 9A)
RUIS (M/S 202)

Attachments:
Location Map
Easement Agreement
27978-D

RECEIVED
96 MAY 15 AM 11:53
CITY CLERK'S OFFICE
SAN DIEGO, CA

A423363

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

SEP 28 1992

MARCELO FONG, Secretary of State

George Adams and Richard L. Kintz hereby certify that:

1. They are the President and Secretary, respectively, of Tennis Patrons Association of San Diego, a California Corporation (the "Corporation").

2. Article ONE of the Articles of Incorporation of this corporation is amended in its entirety to read as follows:

"The name of this Corporation is San Diego Tennis Patrons."

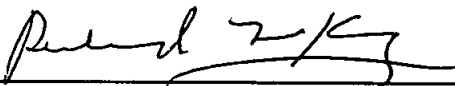
3. The foregoing Amendment of the Articles of Incorporation has been duly approved by the Board of Directors.

4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATED: September 24, 1992


George Adams, President


Richard L. Kintz, Secretary

41 REA 5/A
LEASES - SAN DIEGO TENNIS PATTERNS
LEGAL (R-96-1379)

RESOLUTION NUMBER R- 287390

ADOPTED ON MAY 28 1996

BE IT RESOLVED, by the Council of The City of San Diego, that an easement in a portion of Parcel 1 of Parcel Map No. 12389, portion of Pueblo Lot 212, and Lot A, Loma Alta 2, Map No. 1082, as more particularly shown on Drawing No. 27454-D attached hereto and by this reference incorporated herein, be and the same is hereby set aside and established for water facilities purposes.

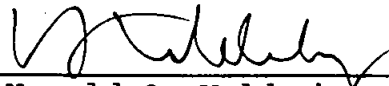
BE IT FURTHER RESOLVED, that an easement in a portion of Parcel 1 of Parcel Map No. 12389 and portion of Pueblo Lot 212, as more particularly shown on Drawing No. 27454-D attached hereto and by this reference incorporated herein, be and the same is hereby set aside and established for sewer facilities purposes.

BE IT FURTHER RESOLVED, that the acceptance by the City Manager of an easement agreement of the HOUSING AUTHORITY OF THE CITY OF SAN DIEGO, executed in favor of The City of San Diego, bearing date of October 13, 1994, a copy of which deed is on file in the office of the City Clerk as Document No. RR- 287390, granting to said City an easement for water facilities in a portion of Parcel 2 of Parcel Map No. 12389, as more particularly described in said agreement, be, and the same is hereby approved.

BE IT FURTHER RESOLVED, that the City Clerk shall cause the agreement and a certified copy of this resolution, attested by

him under seal, to be recorded in the office of the County Recorder at no fee for the benefit of the City, with no documentary tax due.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
05/08/96
Or.Dept:Dev.Svcs.
WO.940181
27454-D
R-96-1379
Form=r.deedr

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

CITY OF SAN DIEGO

AND WHEN RECORDED MAIL TO:

CITY CLERK
City of San Diego
Mail Sta. 2A
City Administration Bldg.
202 "C" Street
San Diego, CA 92101

Doc. No.	<u>R-287390</u>	Date	<u>MAY 28 1996</u>
Resol. No.	<u>R-287390</u>	Filed	
		Date	<u>MAY 28 1996</u>
COUNTY RECORDERS' INFORMATION			
File/Page No.	<u>1996-0280711</u>		
Date	<u>6-4-96</u>		
Series	<u>—</u>	Book	<u>—</u>
THIS SPACE FOR RECORDER'S USE ONLY			

Easement For WATER FACILITIES

(Please fill in document title(s) on the this line)

RECEIVED

JUN 21 1996

REAL ESTATE ASSETS

W.O. NO. 940181
DWG. NO. 27454-D

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

R-287390

EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is executed as of the 13 day of October, 1994 by and among the City of San Diego, a municipal corporation (the "City"), Lincoln Mariners Associates Limited, a California limited partnership ("Lincoln"), and San Diego Tennis Patrons, Inc., a California nonprofit corporation (the "Tennis Patrons").

W I T N E S S E T H:

WHEREAS, the City has entered into a lease with the Tennis Patrons encompassing a parcel of land owned by an instrumentality of the City and known as the leaf-shaped parcel, identified as Parcel 1 of the attached Exhibit "A".

WHEREAS, the Leaf-Shaped Parcel is adjacent to the parcel identified as Parcel 2 on the attached Exhibit "A", which is subject to the leasehold interest of Lincoln (the "Lincoln Parcel") as provided in the First Amended and Restated Lease Agreement dated as a December 30, 1982 (the "Lease Agreement") between the Housing Authority of the City of San Diego and Lincoln Property Company No. 409, Ltd. and assigned to Lincoln pursuant to an Assignment of Lease dated as of December 30, 1982; and

WHEREAS, the City and the Tennis Patrons desire to obtain a water easement to the Leaf-Shaped Parcel across the Lincoln Parcel.

NOW, THEREFORE, in consideration of the premises together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

R- 287390

Water Easement. Lincoln HEREBY GRANTS to the City of San Diego, a municipal corporation in the County of San Diego, State of California, the permanent easement and right-of-way to construct, reconstruct, maintain, operate and repair water facilities including any or all appurtenances thereto, together with the right of ingress and egress, over, under, along and across all that real property situated in the City of San Diego, County of San Diego, State of California, described as follows:

See Parcel A legal description attached hereto and shown as Parcel A on City Engineer Drawing 27454-D attached hereto for illustration purposes.

Reserving unto the Grantors herein, their heirs and assigns, the continued use of the above described parcel of land subject to the following conditions:

The erecting of buildings, masonry walls, masonry fences and other structures; the planting or growing of trees; the changing of the surface grade; and the installation of privately owned pipe lines shall be prohibited except by written permission from the City of San Diego.

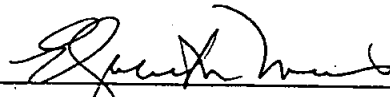
IT IS ALSO UNDERSTOOD THAT ANY DAMAGES
CAUSED BY THE ~~CITY OF SAN DIEGO~~ ^{SAN DIEGO TENNIS PATRON'S} WILL
BE REPAIRED BY THE ~~CITY OF SAN DIEGO~~ ^{SAN DIEGO TENNIS PATRON'S}
TO THE SATISFACTION OF LINCOLN MARINERS
ASSOCIATES, LTD..

JS. M.

R-287390

In accordance with the requirements of the Lease Agreement and the Regulatory Agreement for Insured Multi-Family Housing Projects dated December 1, 1982 regarding the Lincoln Parcel, the undersigned hereby consent to this Agreement and the Easement as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF
SAN DIEGO

By: 
Title: Executive Director

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT acting by and through the
Federal Housing Commissioner

By: 
Title: Chief, Asset Management
San Diego HUD Office

R- 287390.

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

CITY MANAGER

Dated

3-21-96

By

Le Roy C. Hennes, deputy
Director
for Engineering and Development Department

R- 287390

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

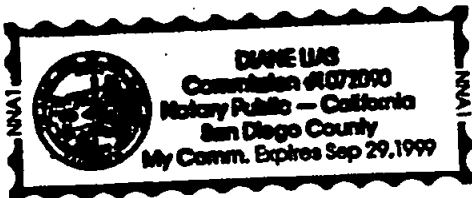
State of California

County of San Diego

On January 30, 1995 before me, Diane Lias, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Elizabeth Morris,
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Diane Lias
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☒ OTHER:
Executive Director

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
San Diego Housing Commission

DESCRIPTION OF ATTACHED DOCUMENT

Easement Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

R- 287390

EXHIBIT 'A'

Parcel "A"

That portion of Parcel 2 of Parcel Map No. 12389 filed in the Office of the San Diego County Recorder, in the City of San Diego, County of San Diego, State of California being more particularly described as follows:

Beginning at the Southeast corner of Parcel 1 of said Parcel Map No. 12389; thence along the Easterly line of said Parcel 1 North $08^{\circ}08'23''$ West (Record North $08^{\circ}42'24''$ West) 3.58 feet to the TRUE POINT OF BEGINNING; thence continuing along said Easterly line North $08^{\circ}08'23''$ West 26.05 feet; thence leaving said Easterly line North $85^{\circ}30'26''$ East 95.85 feet; thence South $04^{\circ}29'34''$ East 26.00 feet; thence South $85^{\circ}30'26''$ West 94.19 feet to the TRUE POINT OF BEGINNING.

Chris D. Ciremele
Chris D. Ciremele L.S. 5267
J-12000



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Diego

On 10/12/94 before me, Elsie Costa, notary public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Dallas L. Watkins
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Elsie Costa

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
President
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
San Diego Tennis
Persons

DESCRIPTION OF ATTACHED DOCUMENT

Easement Agreement
TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

10/12/94
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

R-287390

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as
of the date first above written.

CITY OF SAN DIEGO

By: J. L. Witt

Title: Real Estate Assets Director
JOHN W. WITT, CITY ATTORNEY.

By: W. Stubbins
CHIEF DEPUTY

Title: _____

LINCOLN MARINERS ASSOCIATES LIMITED

By: Lincoln Property Company No. 409, Ltd.,
General Partner

By: J. Scott Morison

Title: Managing ~~General Partner~~ AGENT
FOR LINCOLN MARINERS ASSOCIATES
LIMITED.

SAN DIEGO TENNIS PATRONS

By: Della L. Watkins

Title: PRESIDENT

R- 287390

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as
of the date first above written.

CITY OF SAN DIEGO

By: J. L. Witt

Title: Real Estate Assets Director
JOHN W. WITT, CITY ATTORNEY

By: W. Stubbins
CHIEF DEPUTY

Title: _____

LINCOLN MARINERS ASSOCIATES LIMITED

By: Lincoln Property Company No. 409, Ltd.,
General Partner

D. Scott Morrison

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

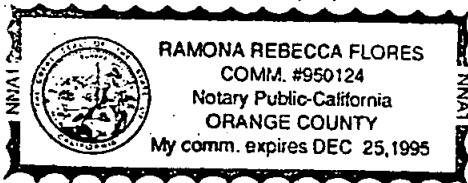
State of California

County of Orange

On 10-13-94 before me, Ramona Rebecca Flores
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared I. Scott Morrison
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are
subscribed to the within instrument and ac-
knowledged to me that he/she/they executed
the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s),
or the entity upon behalf of which the
person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Ramona Rebecca Flores
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

LINCOLN MARINERS ASSOC. LTD.

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

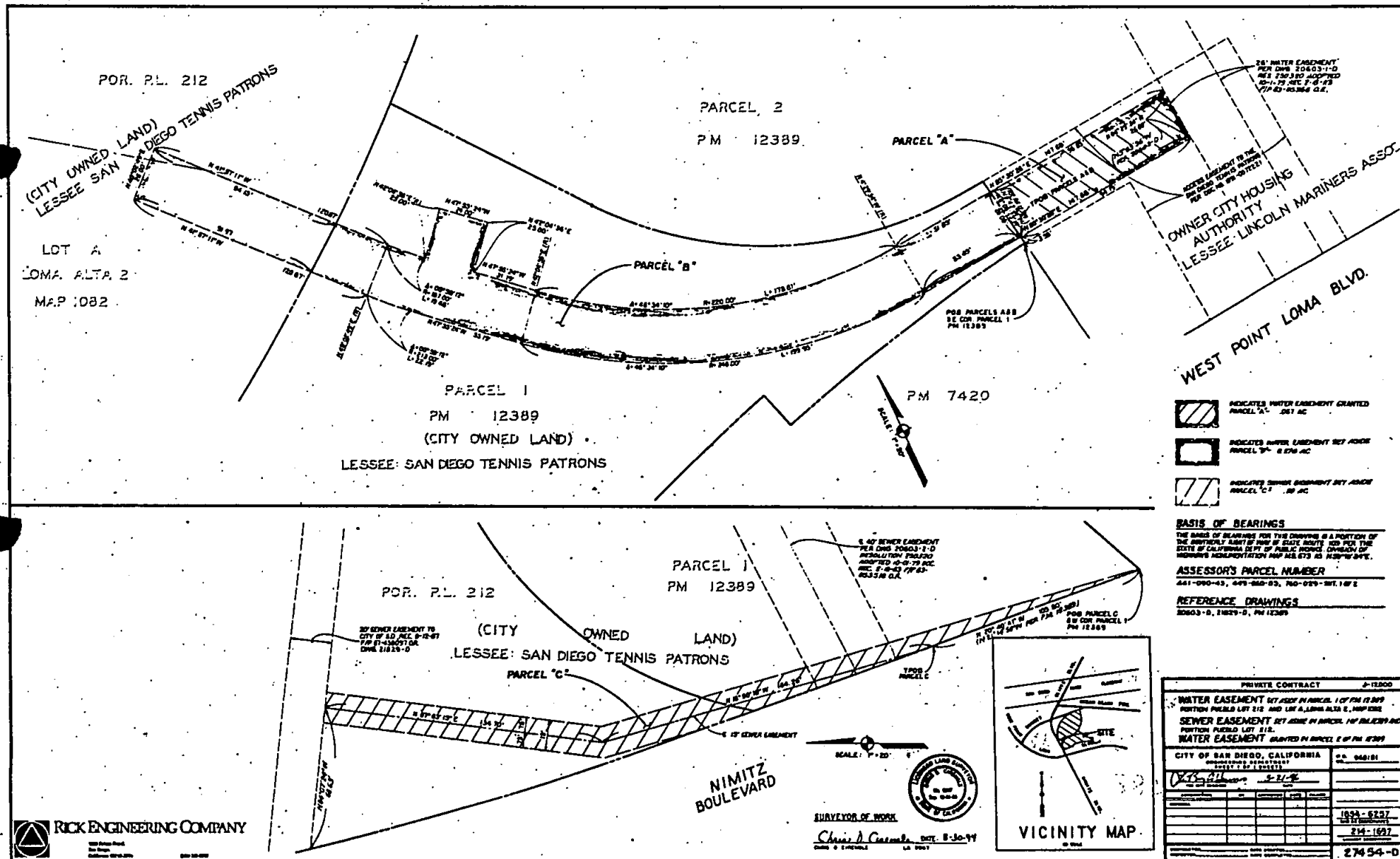
Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT EASEMENT Agreement

NUMBER OF PAGES 3 DATE OF DOCUMENT 10-13-94

SIGNER(S) OTHER THAN NAMED ABOVE MURRAY S.D. TENNIS PATRONS -



F-6762

DOCUMENT NO. RR-287390

FILED MAY 28 1996

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

76.6.6 AM

Deed of Lincoln Mariners to the City of San Diego.



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 514

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199

TELEPHONE (619) 236-6020

FAX: (619) 236-6706

CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPT.

☐ DIRECTOR
☐ DEPUTY MANAGER
☐ FILE COPY
☒ APPROV COPY
☐ ORIGINATOR

File: S.D. Tennis Patrons/Correspondence

Richard L. Kintz, Esq.
Brobeck Phleger & Harrison
550 West C Street, Suite 1300
San Diego, California 92101-3532

Dear Richard:

Re: Quitclaim Deed to 40-Foot Strip - S.D. Tennis Patrons

Attached is the Corporate Quitclaim Deed executed by the Housing Authority which should eliminate the problem with the 40-foot strip.

It's set up to come back to me after recording. Also, when First American issues you your title policy, would you please get an extra copy for me. I want to put it in the file so that if the question comes up again in the future we'll have an answer for it.

Thanks.

Sincerely,

Stent

Stewart A. Cervený
Property Agent

Note:
IS THE ATTACHED
THE CLAIM RECORDED
BETWEEN DEED
LEASE THE TWO PARCELS
ATTACH TO S.D. TOWNSHIP

To: S.D.P. UNIT 22

S.D. TOWNSHIP
S.D. TOWNSHIP
CONTRACT OF



Order No.
Escrow No.
Loan No.

RECORDED REQUEST OF FIRST AMERICAN TITLE
COMMERCIAL/INDUSTRIAL DEPARTMENT

WHEN RECORDED MAIL TO:

Stewart Cerveny, Property Agent
Asset Management Division
The City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, California 92101

DOC # 1995-0309700
20-JUL-1995 03:31 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY SMITH, COUNTY RECORDER
FEES: NA 0.00

2024

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO DOCUMENTARY TAX DUE - R&T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

1052642-2

[Handwritten signature]

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Housing Authority of the City of San Diego, a public body corporate and politic,

a corporation organized under the laws of the State of California

, does hereby

REMISE, RELEASE AND QUITCLAIM to City of San Diego, a municipal corporation

the real property in the City of San Diego
County of San Diego

, State of California, described as

(SEE ATTACHED EXHIBIT "A")

Dated March 13, 1995

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On March 13, 1995 before me,

Diane Lias
personally appeared Elizabeth Morris

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his/her/their~~ authorized capacity ~~(ies)~~, and that by ~~his/her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~ or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

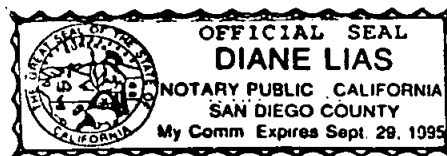
WITNESS my hand and official seal.

Signature Diane Lias

THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO,
a public body corporate and politic

By *[Signature]* President

By _____ Secretary



(This area for official notarial seal)

2025

THIS IS TO CERTIFY THAT THE INTEREST IN REAL
PROPERTY CONVEYED BY THIS INSTRUMENT TO THE
CITY OF SAN DIEGO, A MUNICIPAL CORPORATION,
IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER
ON BEHALF OF THE CITY OF SAN DIEGO PURSUANT
TO AUTHORITY CONFERRED BY RESOLUTION NO.250320,
ADOPTED BY THE COUNCIL OF THE CITY OF SAN DIEGO
ON OCTOBER 1, 1979, AND THE GRANTEE CONSENTS
TO RECORDATION THEREOF BY ITS DULY AUTHORIZED
OFFICER.

DATED 3-20-95

BY Michael R. Stiff
Deputy Director
Real Estate Assets Dept.

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36 AND THAT PORTION OF LOT A OF LOMA ALTA NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, LYING ABOVE THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY AND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF EXTERIOR BOUNDARY LINE OF PARCEL 1 OF PARCEL MAP NO. 12389 AS SHOWN BY PARCEL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE NORTH $38^{\circ}20'28''$ WEST, 40.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS AND THE TERMINATION OF SAID LINE.

THE ABOVE DESCRIBED PROPERTY WAS FORMERLY A PORTION OF ONE OF THE 80.00 FOOT STRIPS OF LAND CONVEYED TO THE CITY OF SAN DIEGO AND DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROADWAYS, HIGHWAYS AND PARKWAYS BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 AND RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS, AND WAS VACATED AND CLOSED TO PUBLIC USE BY THE COUNCIL OF THE CITY OF SAN DIEGO JULY 24, 1962 BY RESOLUTION NO. 171857, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1962 AS FILE NO. 129467 OF OFFICIAL RECORDS.

A423305



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

SEP 29 1992



March Fong Eu

Secretary of State

EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is executed as of the 23rd day of OCTOBER, 1991 by and among the City of San Diego, a municipal corporation (the "City"), Lincoln Mariners Associates Limited, a California limited partnership ("Lincoln"), and San Diego Tennis Patrons, Inc., a California nonprofit corporation (the "Tennis Patrons").

W I T N E S S E T H:

WHEREAS, the City presently intends to enter into a lease with the Tennis Patrons encompassing a parcel of land owned by an instrumentality of the City and known as the leaf-shaped parcel, identified as Parcel 1 of the attached Exhibit "A" and more particularly described on attached Exhibit "B" (the "Leaf-Shaped Parcel");

WHEREAS, the Leaf-Shaped Parcel is adjacent to the parcel identified as Parcel 2 on the attached Exhibit "A" and more particularly described on attached Exhibit "C", which is subject to the leasehold interest of Lincoln (the "Lincoln Parcel") as provided in the First Amended and Restated Lease Agreement dated as of December 30, 1982 (the "Lease Agreement") between the Housing Authority of the City of San Diego and Lincoln Property Company No. 409, Ltd. and assigned to Lincoln pursuant to an Assignment of Lease dated as of December 30, 1982; and

WHEREAS, the City and the Tennis Patrons desire to obtain access to the Leaf-Shaped Parcel across the Lincoln Parcel.

NOW, THEREFORE, in consideration of the premises together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Access Easement. Lincoln hereby grants to the City and the Tennis Patrons for the benefit and appurtenant to the Leaf-Shaped Parcel a non-exclusive easement (the "Easement") over, across and upon the leasehold estate of Lincoln in the Lincoln Parcel at a point south of the existing clubhouse and pool at the westerly entrance to the apartment community identified as Parcel 3 on attached Exhibit "A", such Easement being approximately forty (40) feet in width as more particularly shown on attached Exhibit "A". The Easement shall be solely for

the purpose of pedestrian and vehicular ingress to and egress from the Leaf-Shaped Parcel.

2. Construction and Maintenance Costs. All costs of construction and maintenance of said Easement are to be solely the responsibility of the Tennis Patrons. The City and the Tennis Patrons shall construct and maintain any and all improvements on the Easement in a decent, safe manner and in compliance with all applicable laws.

3. Release and Indemnification. The City and the Tennis Patrons hereby release Lincoln, its partners, officers, directors, employees, representatives, agents, successors and assigns (collectively, the "Indemnified Parties") from any and all claims, demands, causes of action, judgments, losses, costs, expenses (including attorneys' fees), and other liabilities and obligations of any nature whatsoever directly or indirectly arising out of or in connection with the construction, operation, use and/or maintenance of the Easement, and the City and the Tennis Patrons agree to indemnify and hold harmless the Indemnified Parties from and against any and all such liabilities and obligations.

4. Insurance. The City and/or the Tennis Patrons shall maintain such insurance coverage for the Easement and the use thereof as is customarily maintained by owners of similar commercial real property in the San Diego area, including contractual liability insurance in amounts sufficient to satisfy any obligations of the City and the Tennis Patrons pursuant to the indemnification provisions of Paragraph 3 hereof.

5. Term. The term of this Easement shall be approximately 49 years, terminating on December 30, 2037.

6. Attorneys' Fees. In the event of litigation with regard to any of the terms and conditions of this Agreement, the prevailing party in such litigation shall be entitled to court costs and reasonable attorneys' fees.

7. No Public Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement to the general public, and this Agreement shall be limited to and for the purposes expressed herein.

8. Governing Law. This Agreement shall be governed by the laws of the State of California.

9. Counterparts. This Agreement including the signature page hereto, may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

In accordance with the requirements of the Lease Agreement and the Regulatory Agreement for Insured Multi-Family Housing Projects dated December 1, 1982 regarding the Lincoln Parcel, the undersigned hereby consent to this Agreement and the Easement as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF
SAN DIEGO

By: *Evan E. Becker*

Title: _____

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT acting by and through
the Federal Housing Commissioner

By: *Charles J. Wilson*

Title: *Manager*

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement effective as of the date first above written.

CITY OF SAN DIEGO

By: 

Title: Property Services Supervisor

for City Manager

By: _____

Title: _____

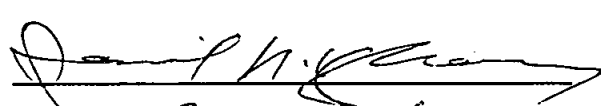
LINCOLN MARINERS ASSOCIATES LIMITED

By: Lincoln Property Company
No. 409, Ltd., General Partner

By: 

Title: Managing General
Partner

SAN DIEGO TENNIS PATRONS

By: 

Title: President

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

On this the 23rd day of October, 1988, before me, the undersigned Notary Public, personally appeared Don S. Barone and Supervisors Property Services, known to me to be the Supervisors Property Services and Supervisors Property Services of THE CITY OF SAN DIEGO, and known to me to be the same persons who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

WITNESS my hand and official seal.

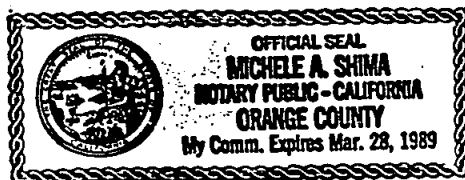


Martin A. Bass
NOTARY PUBLIC

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this the 27th day of October, 1988, before me, the undersigned Notary Public, personally appeared William W. Hirsch, personally known to me to be a managing general partner of LINCOLN PROPERTY COMPANY NO. 409, LTD., a California limited partnership, said partnership being known to me to be the general partner of LINCOLN MARINERS ASSOCIATES LIMITED, a California limited partnership, the partnership that executed the within instrument and acknowledged to me that he executed the same as a managing general partner of LINCOLN PROPERTY COMPANY NO. 409, LTD., that said partnership executed the same as the general partner of LINCOLN MARINERS ASSOCIATES LIMITED, and that LINCOLN MARINERS ASSOCIATES LIMITED executed the same.

WITNESS my hand and official seal.

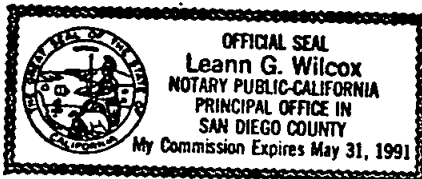


Michele A. Shima
NOTARY PUBLIC

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

On this the 1ST day of November, 1988, before me, the undersigned Notary Public, personally appeared Samuel M. Khoury, known to me to be President of SAN DIEGO TENNIS PATRONS, INC., a California nonprofit corporation and known to me to be the same person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



Leann G. Wilcox
NOTARY PUBLIC

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

On this the 22nd day of October 1991, 1988, before me, the undersigned Notary Public, personally appeared Joan Ochs, known to me to be _____ of THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO, and known to me to be the same person who executed the within instrument on behalf of said authority, and acknowledged to me that such authority executed the same.

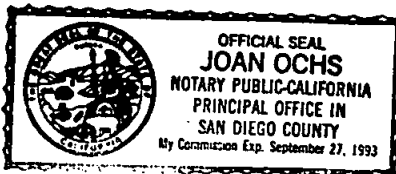
WITNESS my hand and official seal.

NOTARY PUBLIC

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

On this the 22nd day of October, 1991, before me, the undersigned Notary Public, personally appeared Joan Ochs Charles Wilcox personally known to me to be the Manager, an Authorized Agent for the Secretary of Housing and Urban Development, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the agency and himself as such agent.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Joan Ochs
NOTARY PUBLIC

AGREEMENT

THIS AGREEMENT is made this August 12, 1994, by the Coastal Commission, the City of San Diego (Owner) and San Diego Tennis Patrons (Lessee); and

I. WHEREAS, Owner is the legal owner of a fee interest of certain real property located in the County of San Diego, State of California and described in the attached Exhibit A (hereinafter referred to as the "Property"); and

II. WHEREAS, all of the Property is located within the coastal zone as defined in Section 30103 of the California Public Resources Code (which code is hereinafter referred to as the "Public Resources Code"); and

III. WHEREAS, the California Coastal Act of 1976, (hereinafter referred to as the "Act") creates the California Coastal Commission (hereinafter referred to as the "Commission") and requires that any development approved by the Commission must be consistent with the policies of the Act set forth in Chapter 3 of Division 20 of the Public Resources Code; and

IV. WHEREAS, Pursuant to the Act, Lessee and Owner applied to the Commission for a permit to undertake development as defined in the Act within the coastal zone of San Diego County (hereinafter referred to as the "Permit"); and

V. WHEREAS, a coastal development permit, No. 6-91-306, was granted on February 18, 1992 and extended on May 13, 1994 by the Commission in accordance with the provisions of the Staff Recommendation and Findings (Exhibit B) attached hereto and hereby incorporated by reference, subject to the following condition:

2. Operation of Facilities. Prior to the issuance of the coastal development permit, San Diego Tennis Patrons, the City of San Diego and the Coastal Commission shall enter into a written agreement stipulating that:

a. All programs, courts, memberships, and tournaments of the facility shall be open and available to the general public on a first come, first serve basis. However, due to the nature of the facility, programs, etc. may be offered to junior players (those 18 years old or younger) on a first come, first serve basis, provided a minimum of six tennis courts shall be available unrestricted to the general public (any age) at all times, including during tournaments.

b. The applicant shall not discriminate in any manner against any person or persons on account of race, marital status, sex, religion, color, ancestry, national origin, age or physical handicap, except that preference may be given to junior players (anyone 18 years of age or younger), due to the

nature of the facility. No distinction may be made between members of San Diego Tennis Patrons and non-members.

c. Fees for public use of the tennis courts shall be comparable to the rates charged at other municipal tennis facilities in the City of San Diego. The applicant shall submit to the Executive Director, as part of the written agreement described herein, those sections of its by-laws addressing its scholarship program, and shall document continued provision of scholarships to economically-disadvantaged youth. Required information shall include statistics documenting the number of youths registered in facility programs and the number of scholarships awarded annually since adoption of the by-laws.

d. The applicant shall aggressively promote carpooling and the use of public transportation in all program literature, and shall maintain a cross-reference of program participants by street address, to facilitate the formation of carpools.

VI. WHEREAS, the Commission, acting on behalf of the People of the State of California and pursuant to the Act, granted the Permit to the Lessee and Owner upon condition (hereinafter the "Condition") requiring inter alia that the Lessee, Owner and Coastal Commission enter into an agreement requiring the availability of the facility to the general public on a non-discriminatory basis; and

VII. WHEREAS, the Commission has placed the Condition on the permit because a finding must be made under Public Resources Code Section 30604(a) that the proposed development is in conformity with the provisions of Chapter 3 of the Act and that in the absence of the protections provided by the Condition said finding could not be made; and

VIII. WHEREAS, Lessee and Owner have elected to comply with the Condition and enter into this Agreement so as to enable Lessee to construct and operate the facility authorized by the Permit; and

NOW THEREFORE, in consideration of the above and the mutual benefit and conditions set forth herein, the substantial public benefit for the accessibility of recreational facilities in the coastal zone to be derived, and the issuance of the Permit to the Lessee and Owner by the Commission, Lessee and Owner hereby agree as follows:

1. All programs, courts, memberships, and tournaments of the facility shall be open and available to the general public on a first come, first serve basis. Programs, etc. may be offered to junior players (those 18 years old or younger) on a first come, first serve basis, provided a minimum of six tennis courts shall be available unrestricted to the general public (any age) at all times, including during tournaments.

2. The public tennis facility operator shall not discriminate in any manner against any person or persons on account of race, marital status, sex, religion, color, ancestry, national origin, age or physical handicap, except that preference may be given to junior players (anyone 18 years of age or younger). No distinction may be made between members of San Diego Tennis Patrons and non-members.

3. Fees for public use of the tennis courts shall be comparable to the rates charged at other municipal tennis facilities in the City of San Diego. Attached hereto as Exhibit C are those sections of Lessee's By-laws addressing its scholarship program. Attached hereto as Exhibit D are statistics documenting the number of youths registered in Lessee's programs and the number of scholarships awarded since adoption of the by-laws.

4. The public tennis facility operator shall aggressively promote carpooling and the use of public transportation in all program literature, and shall maintain a cross-reference of program participants by street address, to facilitate the formation of carpools.

5. This Agreement shall be effective from the date of the signing of this instrument by all three involved parties.

6. If any provision of this Agreement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

7. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of both the Lessee and the Owner, whether voluntary or involuntary.

8. This Agreement shall be binding upon the Lessee and Owner and the heirs, assigns, or successors in interest to the Property described above during the period the public tennis facility is in operation.

Executed on this 12th day of August, at San Diego, California.

DATED: Aug. 12, 1994

COASTAL COMMISSION

Name:

Title: Charles Damm
District Director

COASTAL COMMISSION

Name:

Title: [Signature]
Deputy Director

Executed on this 5th day of August, at
SAN Diego, California.

DATED: _____

[Signature]
CITY OF SAN DIEGO

JOHN W. WITT, CITY ATTORNEY

BY [Signature]
CHIEF DEPUTY

Name: James L. Spotts
Title: Director, Real Estate Assets Department
City of San Diego

Executed on this 19 day of July, 1994, at
SAN DIEGO, California.

DATED: 7/19/94

SAN DIEGO TENNIS PATRONS

Name: [Signature]
Title: PAST PRESIDENT

SAN DIEGO TENNIS PATRONS

Name: [Signature]
Title: Vice President



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 12389 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982.

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY - FORMERLY FALSE BAY - AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870 A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, KNOWN AND REFERRED TO AS MISCELLANEOUS MAP NO. 36 TOGETHER WITH A PORTION OF LOT A OF LOMA ALTA 2 ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 206; THENCE NORTH $53^{\circ}53'52''$ WEST A DISTANCE OF 15.01 FEET TO A POINT ON A 1061.90 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $51^{\circ}34'20''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}17'55''$ AN ARC LENGTH OF 5.53 FEET TO A POINT ALONG THE ARC OF SAID CURVE, A RADIAL OF WHICH BEARS NORTH $51^{\circ}16'25''$ WEST; THENCE NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 195.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 33.98 FEET TO THE BEGINNING OF A 1509.09 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}08'02''$ AN ARC LENGTH OF 187.90 FEET TO THE BEGINNING OF A COMPOUND 708.89 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}35'33''$ AN ARC LENGTH OF 254.78 FEET TO THE BEGINNING OF A COMPOUND 519.98 FOOT (520.00') RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT AS SHOWN ON



THAT CERTAIN CALIFORNIA DIVISION OF HIGHWAYS STATE ROUTE MAP NO. 11-SD-109 DATED FEBRUARY 19, 1970 AND ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}37'48''$ AN ARC LENGTH OF 486.71 FEET (486.72') TO POINT OF NON-TANGENCY;

THENCE NORTH $58^{\circ}45'29''$ EAST (NORTH $59^{\circ}16'54''$ EAST) A DISTANCE OF 280.11 FEET TO A NON-TANGENT 1914.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THE RADIAL LINE TO SAID POINT BEARS NORTH $30^{\circ}00'46''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 281.15 FEET TO AN INTERSECTION WITH A NON-TANGENT 340.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH $65^{\circ}14'37''$ EAST, SAID POINT AS SHOWN ON PARCEL MAP NO. 12389 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1982; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP AND ALONG THE ARC OF SAID 340.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}53'35''$ ($15^{\circ}52'45''$) AN ARC LENGTH OF 94.33 FEET (94.23'); THENCE SOUTH $8^{\circ}51'48''$ EAST A DISTANCE OF 124.72 FEET (SOUTH $8^{\circ}52'59''$ EAST 124.63') TO THE BEGINNING OF A 562.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $52^{\circ}12'50''$ ($52^{\circ}13'52''$) AN ARC LENGTH OF 512.61 FEET (512.78') TO THE BEGINNING OF A COMPOUND 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}10'00''$ AN ARC LENGTH OF 521.56 FEET TO A POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}54'10''$ ($60^{\circ}55'30''$) AN ARC LENGTH OF 212.59 FEET (212.67') TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING WITHIN THE NATURAL BOUNDARIES OF MISSION BAY - FORMERLY FALSE BAY - ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFOR, AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.



PARCEL C:

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36 AND THAT PORTION OF LOT A OF LOMA ALTA NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, LYING ABOVE THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY AND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF EXTERIOR BOUNDARY LINE OF PARCEL 1 OF PARCEL MAP NO. 12389 AS SHOWN BY PARCEL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP NO.12389; THENCE NORTH $38^{\circ}20'28''$ WEST, 40.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS AND THE TERMINATION OF SAID LINE.

THE ABOVE DESCRIBED PROPERTY WAS FORMERLY A PORTION OF ONE OF THE 80.00 FOOT STRIPS OF LAND CONVEYED TO THE CITY OF SAN DIEGO AND DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROADWAYS, HIGHWAYS AND PARKWAYS BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 AND RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS, AND WAS VACATED AND CLOSED TO PUBLIC USE BY THE COUNCIL OF THE CITY OF SAN DIEGO JULY 24, 1962 BY RESOLUTION NO. 171857, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1962 AS FILE NO. 129467 OF OFFICIAL RECORDS.

CALIFORNIA COASTAL COMMISSION

SAN DIEGO COAST AREA
3111 CAMINO DEL RIO NORTH, SUITE 200
SAN DIEGO, CA 92108-1725
(619) 521-8036

Filed: January 6, 1992
49th Day: February 24, 1992
180th Day: July 4, 1992
Staff: EL-SD
Staff Report: February 3, 1992
Hearing Date: February 18-21, 1992



REGULAR CALENDAR
STAFF REPORT AND PRELIMINARY RECOMMENDATION

Tu 7g

Application No.: 6-91-306

Applicant: Tennis Patrons Assoc. of San
Diego/City of San Diego

Agent: Gilbert West

Description: Construction of a public tennis facility, including 24 lighted tennis courts, a 7,240 sq.ft., two-story clubhouse, a jogging trail, and associated parking, drainage and landscaping improvements; the project also includes off-site traffic improvements on Nimitz and West Point Loma Boulevards.

RECEIVED

FEB 10 1992

Peterson & Price

Lot Area	522,720 sq. ft.
Building Coverage	5,640 sq. ft. (1%)
Pavement Coverage	296,589 sq. ft. (57%)
Landscape Coverage	220,491 sq. ft. (42%)
Parking Spaces	207
Zoning	A-1-10
Plan Designation	Recreational
Ht abv fin grade	30 feet

Site: Southeast quadrant of the Nimitz Boulevard/Interstate 8 intersection, Ocean Beach, San Diego, San Diego County.
APN 760-029-00 and 449-860-83

Substantive File Documents: Certified Ocean Beach Precise Plan and City of San Diego LCP Implementing Ordinances
DEP No. 88-1259 (Environmental Impact Report, Conditional Use Permit and Variance)
Lease Between City and San Diego Tennis Patrons

STAFF NOTES:

Summary of Staff's Preliminary Recommendation:

Staff is recommending approval of the development, with special conditions requiring final plans and addressing the facilities availability to the general public on a non-discriminatory basis, and concurrence from the State Lands Commission.

EXHIBIT "B"

PRELIMINARY STAFF RECOMMENDATION:

The staff recommends the Commission adopt the following resolution:

I. Approval with Conditions.

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

II. Standard Conditions.

See attached page.

III. Special Conditions.

The permit is subject to the following conditions:

1. Final Plans. Prior to issuance of the coastal development permit, the applicant shall submit to the Executive Director for review and written approval, final plans for the approved tennis center. Said plans shall include grading/drainage plans and plans for the off-site street improvements, in addition to site plan, floor plans, elevations and landscaping plan, which shall be in substantial conformance with the preliminary plans submitted with the coastal development permit application.

2. Operation of Facilities. Prior to the issuance of the coastal development permit, San Diego Tennis Patrons, the City of San Diego and the Coastal Commission shall enter into a written agreement stipulating that:

a. All programs, courts, memberships, and tournaments of the facility shall be open and available to the general public on a first come, first serve basis. However, due to the nature of the facility, programs, etc. may be offered to junior players (those 18 years old or younger) on a first come, first serve basis, provided a minimum of six tennis courts shall be available unrestricted to the general public (any age) at all times, including during tournaments.

b. The applicant shall not discriminate in any manner against any person or persons on account of race, marital status, sex, religion, color, ancestry, national origin, age or physical handicap, except that preference may be given to junior players (anyone 18 years of age or younger), due to the nature of the facility. No distinction may be made between members of San Diego Tennis Patrons and non-members.

c. Fees for public use of the tennis courts shall be comparable to

the rates charged at other municipal tennis facilities in the City of San Diego. The applicant shall submit to the Executive Director, as part of the written agreement described herein, those sections of its by-laws addressing its scholarship program, and shall document continued provision of scholarships to economically-disadvantaged youth.

d. The applicant shall aggressively promote carpooling and the use of public transportation in all program literature, and shall maintain a cross-reference of program participants by street address, to facilitate the formation of carpools.

3. Incorporation of Lease Provisions. The following sections of the lease between San Diego Tennis Patrons and the City of San Diego are hereby incorporated into the coastal development permit: Sections 1.2, 1.7, 1.8, 1.9, 1.11, 6.4, 7.4, 9.6, 9.7 and 9.8. Modifications to any of these sections must be reported to the Executive Director within thirty (30) days of adoption, for a written determination on potential impacts to public access and use of the site. Any lease modifications which are determined by the Executive Director to potentially reduce public access to or limit public use of the site will require an amendment to this permit. Rates may be incrementally increased in response to changes in the cost of living without amendment of the permit, provided they remain comparable with rates charged at other municipal tennis facilities (see Condition 2.b. above).

4. Landscaping Plan. Prior to the issuance of the coastal development permit, the applicant shall submit a detailed revegetation plan, in substantial conformance with the preliminary plan submitted with the application, indicating the type, size, extent and location of all plant materials, any proposed irrigation system and other landscape features. Special emphasis shall be placed on the screening of the clubhouse with specimen-sized trees and ample shrubbery, and breaking up larged paved areas (parking lot and tennis courts) with planting wells. Said plan shall be submitted to, reviewed by and approved in writing by the Executive Director.

5. State Lands Commission Review. Prior to the issuance of the coastal development permit, the applicant shall obtain a written determination from the State Lands Commission that:

- a. No State lands are involved in the development; or,
- b. State lands are involved in the development, and all permits required by the State Lands Commission have been obtained; or,
- c. State lands may be involved in the development, but pending a final determination, an agreement has been made with the State Lands Commission for the project to proceed without prejudice to that determination.

6. Public Rights. By acceptance of this permit, the applicant acknowledges, on behalf of him/herself and his/her successors in interest, that issuance of the permit shall not constitute a waiver of any public rights

which may exist on the property. The applicant shall also acknowledge that issuance of the permit and construction of the permitted development shall not be used or construed to interfere with any public prescriptive or public trust rights that may exist on the property.

IV. Findings and Declarations.

The Commission finds and declares as follows:

1. Detailed Project Description. The applicants are proposing to construct a twenty-four-court tennis facility (twenty hard courts and four clay courts) on existing vacant public park land. Five of the tennis courts are designed with built-in bleachers for tournament play. The site is approximately twelve acres in size, and is surrounded by existing residential development, Interstate 8, and additional parkland to the west across Nimitz Boulevard. Also proposed is an 7,240 sq.ft. two-story clubhouse, to include lockers, restrooms, kitchen, office and storage space, a pro shop, exercise rooms and a 2,700 sq.ft. multi-purpose room. A parking lot with 204 parking spaces, perimeter jogging path, and ample landscaping complete the proposal.

2. Use of Public Lands. The project site is owned by the City of San Diego and is dedicated for public park use. In addition, the property is comprised of historical state tidelands, and was granted to the City in 1945, with legal restrictions regarding its potential uses. The tidelands designation makes the site an area of Coastal Commission original permit jurisdiction, and limits use of such lands to waterborne commerce, navigation, fisheries, open space, recreation or other recognized Public Trust purposes. Since the site is no longer connected in any manner to the ocean or San Diego River (since construction of Interstate 8 several decades ago), it is not possible to use the property for waterborne commerce, navigation or fisheries.

Under the certified Ocean Beach Precise Plan, the site is to be left in public ownership and used for something of benefit to the community; traditional park and recreation uses would be acceptable according to the certified plan. The applicants have entered into a lease, whereby San Diego Tennis Patrons would construct and operate a facility to promote youth tennis on the site. Many of the proposed programs are currently being conducted at another municipal tennis site, Morley Field in Balboa Park, but the Patrons wish to expand their tournament schedule and serve a larger number of youth.

As proposed, the facility would maintain six of the proposed twenty-four courts for unrestricted use by the general public. Although the facility is specifically designed for juniors (18 years of age and younger), the public courts would be available to both juniors and adults. In addition, any of the remaining courts not in use for specific youth programs would likewise be available to anyone. Whether or not the six courts would be available during tournaments is unclear as the application and supporting documents appear to contradict each other. This is addressed in Special Condition #2 which requires, among other things, that at least six courts be available at all times on a first come, first serve basis to all members of the general public.

Information supplied by the applicant documents that all programs and tournaments are open to any junior wishing to participate. Current fees for the Patrons after-school programs are \$15 a month, and scholarships are available to those in financial need. At present, approximately 30% of the 2,000 children participating in the after-school programs are on full or partial scholarships. Although interested persons may become members of the San Diego Tennis Patrons, there will be no membership as such at the proposed tennis center, which will not operate like a "club."

The rates proposed for open play are comparable to rates charged by other municipal tennis facilities at this time. Adults would pay \$4.00 per day for court use, which is what Morley Field currently charges. Robb Field also provides public tennis facilities, and has a daily rate of \$3.00 for adults. Morley Field charges \$2.00 per day for juniors, whereas Robb Field and the subject facility are free for those 18 and under. The Patrons tournaments typically carry an entry fee of \$20.00, which could be waived for those who cannot afford to pay. Junior members of San Diego Tennis Patrons do receive a reduction in tournament entry fees (\$5.00 reduction, or \$15 total cost), but must pay a yearly membership fee of either \$15 for the after-school programs or \$35 for a family membership, which would include parents and all children of the member family. Participation in three or more nationally-sanctioned tournaments per year enables a junior player to be "ranked" in San Diego, and is a means of entry into high school tennis teams, college scholarship programs, etc.

Although the Commission recognizes that San Diego Tennis Patrons is sincere in its desire to operate a program for all interested juniors, Special Conditions #2 and #3 are attached to insure that the approved tennis center will be available permanently for public use and enjoyment. The conditions establish operational parameters to protect the public's interests and to incorporate key provisions of the draft lease, which address non-discrimination in the center's operation, rates, schedules, public access and potential physical alteration of the premises into the coastal development permit. The project is comparable to uses within nearby Mission Bay Park where City of San Diego makes leaseholds available to private and/or public entities to develop with uses which provide recreational opportunities to the general public. In this particular case, due to the granted public trust lands status of the site, any proposed use must continue to be a public use. In addition, Special Conditions #4 and #5 address possible state interests in the property, by requiring project acceptance by the State Lands Commission and reminding the applicant of potential public rights on the leased site. With the special conditions, the Commission finds that project approval is consistent with all public access and recreation policies of the Coastal Act, and with the applicable provisions of the Ocean Beach Precise Plan.

3. Parking and Traffic Circulation. Many Coastal Act policies address the issues of public access to and along the shoreline. However, the subject site is not directly on the coast, and is best addressed by the policies of Section 30252, which states in part:

The location and amount of new development should maintain and

enhance public access to the coast by ... (4) providing adequate parking facilities ...

The applicant is proposing to provide 204 parking spaces in a paved lot on the site. While it is difficult to quantify parking requirements for recreation uses, this amount of parking appears adequate. The applicant estimates that approximately 500 persons will be in attendance the first day of tournament play, including the expected 350 contestants and anticipated spectators. Not all persons will be present at the same time, since the elimination rounds will be held consecutively throughout the day(s). Since parking counts at numerous different locations in nearby Mission Bay Park have demonstrated that between 2.2 and 2.8 persons generally occupy each vehicle, and there is a turnover factor of three per day, 204 parking spaces should readily accommodate the first day of each tournament. Since no other proposed activity generates a greater parking requirement, the Commission finds the proposal consistent with Section 30252 of the Act.

Of greater concern than parking is the issue of traffic circulation. The project site is located along the northern edge of the Ocean Beach community, and is bordered by Nimitz Boulevard, West Point Loma Boulevard, and Interstate 8, all major coastal access routes. All three are major commuter routes as well and currently exhibit heavy congestion during peak weekday hours. The Nimitz Boulevard/West Point Loma Boulevard intersection operates at Level of Service (LOS) E during peak hours at this time, and project-related traffic would likely increase congestion and lower the LOS to F. However, traffic mitigation is proposed in the form of creating three through lanes on Nimitz Boulevard in the vicinity of the identified intersection by widening Nimitz Boulevard along an approximately 700-foot stretch on the eastern side of the existing roadway. With this improvement in place the LOS would be raised to D, with the inclusion of the proposed development.

In addition, the City of San Diego has granted a variance to the applicant, to allow site access via the residential property to the east, from West Point Loma Boulevard. This will avoid the use of Nimitz Boulevard, a designated prime arterial and the only public street directly fronting the site, as an access point. The alternative access will lessen project impacts and, together with the road improvements described in the previous paragraph, will reduce direct project impacts to below a level of significance, based on the findings of the certified EIR. With the inclusion of the mitigation and variance features described herein and the proposed parking facilities, the Commission finds the proposed development, as conditioned, consistent with Section 30252 of the Act.

4. Biological/Marine Resources. Section 30240 of the Coastal Act requires that environmentally sensitive habitat areas be protected and preserved. In this particular case, no biological resources have been identified on the subject site, which has seen previous disturbance. The soils are fill material, and, except for a few isolated specimens, site vegetation is non-native. No endangered plants or animals have been documented on the site. Therefore, no adverse impacts to biological resources are anticipated to occur through implementation of the proposed project.

Section 30231 of the Coastal Act provides for the protection of coastal waters through, among other things, the control of runoff. This site drains towards the San Diego River, which is just north of Interstate 8. Concern that site runoff could adversely impact the water quality in the river (not directly but cumulatively) was addressed in the certified EIR for the proposed development. The document required mitigation for potential cumulative impacts in the form of grease traps/skimers to trap all oil and grease residues generated by the approved uses on the site. Special Condition #1 requires the submittal of final development plans, including drainage plans showing the location of the required grease traps. As conditioned, the Commission finds the proposal consistent with the cited resource protection policies of the Coastal Act.

5. Visual Impacts. Section 30251 of the Coastal Act provides for the protection of scenic coastal areas and for the compatibility of new and existing development. The subject site is a fairly large (twelve acres) vacant site within an urban setting. There are existing three-story, multi-family residential structures adjacent to the east and southeast of the proposed development. Major streets, including Interstate 8, run along the western and northern property boundaries, and there is a public park west of the site across Nimitz Boulevard. For the most part, the proposed development consists of tennis courts, a parking lot and landscaping, none of which are expected to have a significant impact on public views to or across the site.

However, the applicants propose the construction of a two-story clubhouse to house administrative functions, restrooms/locker rooms, and exercise areas. Also proposed is a large multi-purpose room with a stage, designed to accommodate both ongoing tennis-related programs and public forums, which, under the terms of the lease, can be conducted at the site whenever Patrons' programs do not preclude such use. The proposed structure is consistent with the City's thirty-foot height limit, and will be centrally located on the property. Due to the size of the site, the clubhouse will be a minimum of approximately 200 feet from the nearest property line. A detailed landscaping plan has been submitted with the application, and indicates that the clubhouse will be adequately screened by specimen-sized trees and by shrubbery.

Neither the Pacific Ocean nor Mission Bay can be seen from the project site, and the San Diego River is hidden from view by existing Interstate 8. Nonetheless, the property is surrounded by major coastal access routes and is prominent in the Ocean Beach community. However, the developed, landscaped site should be at least as attractive as surrounding public park facilities. Special Condition #4 requires submittal of the final landscaping plan, as required by the City in the Conditional Use Permit No. 88-1259. The plan shall emphasize screening of the clubhouse and the provision of landscaping throughout the tennis courts and parking lot. Therefore, the Commission finds the proposal, as conditioned, consistent with Section 30251 of the Act.

6. Local Coastal Planning. Section 30604 (a) also requires that a coastal development permit shall be issued only if the Commission finds that the permitted development will not prejudice the ability of the local government to prepare a Local Coastal Program (LCP) in conformity with the

provisions of Chapter 3 of the Coastal Act. Such a finding can be made for the proposed development, as conditioned.

The site is currently zoned A-1-10 and is designated in the certified Ocean Beach Precise Plan and Local Coastal Program Addendum for park and recreation purposes. The zoning would allow a range of low-intensity uses, such as one single-family residence per ten acres, stables, churches, agricultural uses, etc., and the Precise Plan recommends utilizing the site for a community garden, community theatre, educational facilities or general park/recreational purposes. The proposed tennis center would be consistent with those designations. Due to the state tidelands designation of the granted property, the site is within the Coastal Commission area of original jurisdiction, where Chapter 3 is the ultimate standard of review. The development, as conditioned, has been found consistent with all applicable Chapter 3 policies of the Coastal Act. Therefore, the Commission finds that approval of the project, with the attached special conditions, will not prejudice the ability of the City of San Diego to continue implementation of its fully-certified LCP for the Ocean Beach community.

STANDARD CONDITIONS:

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

(1306R)

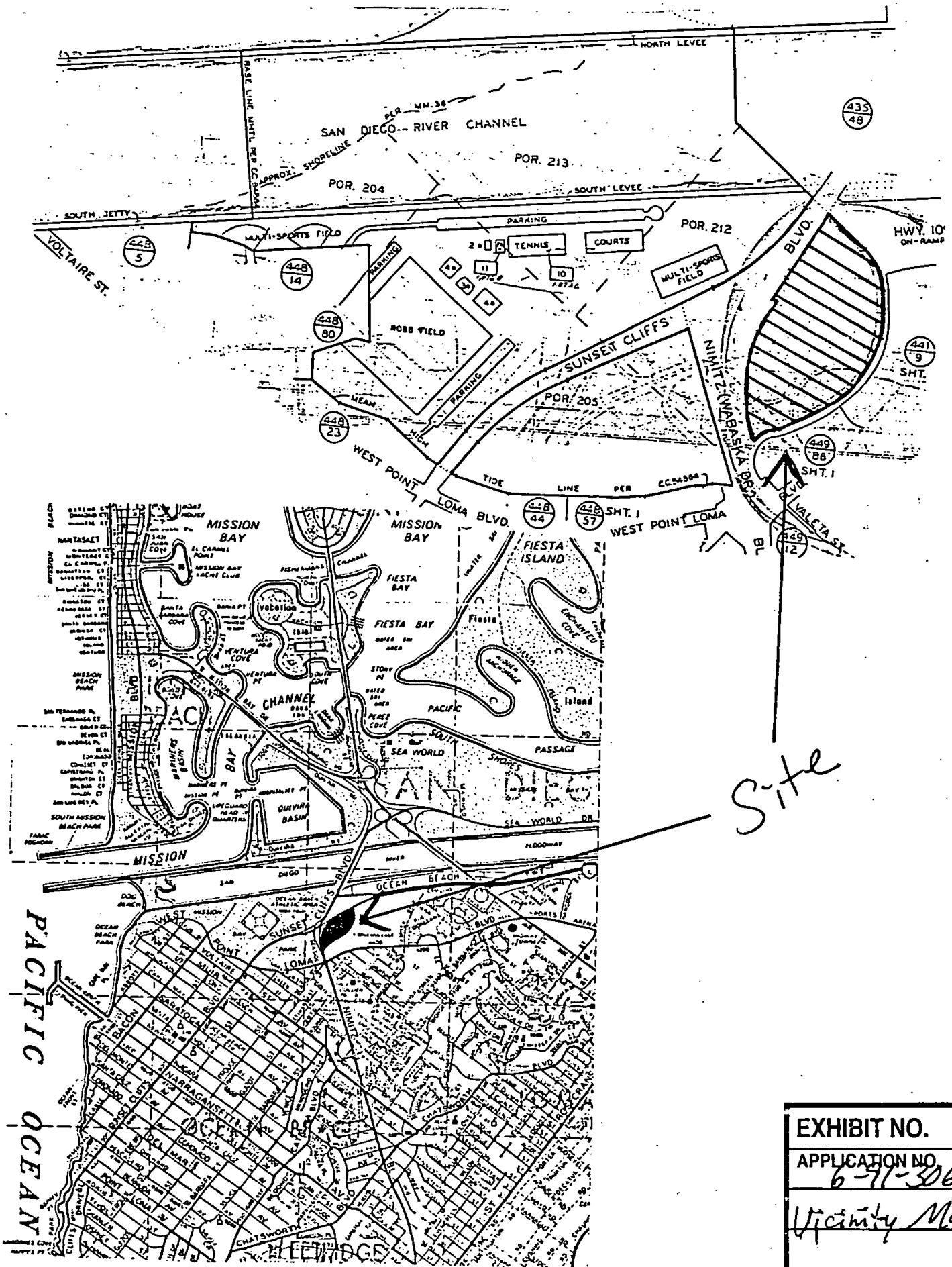


EXHIBIT NO. 1

APPLICATION NO.
6-71-506

Vicinity Maps

6-71-506

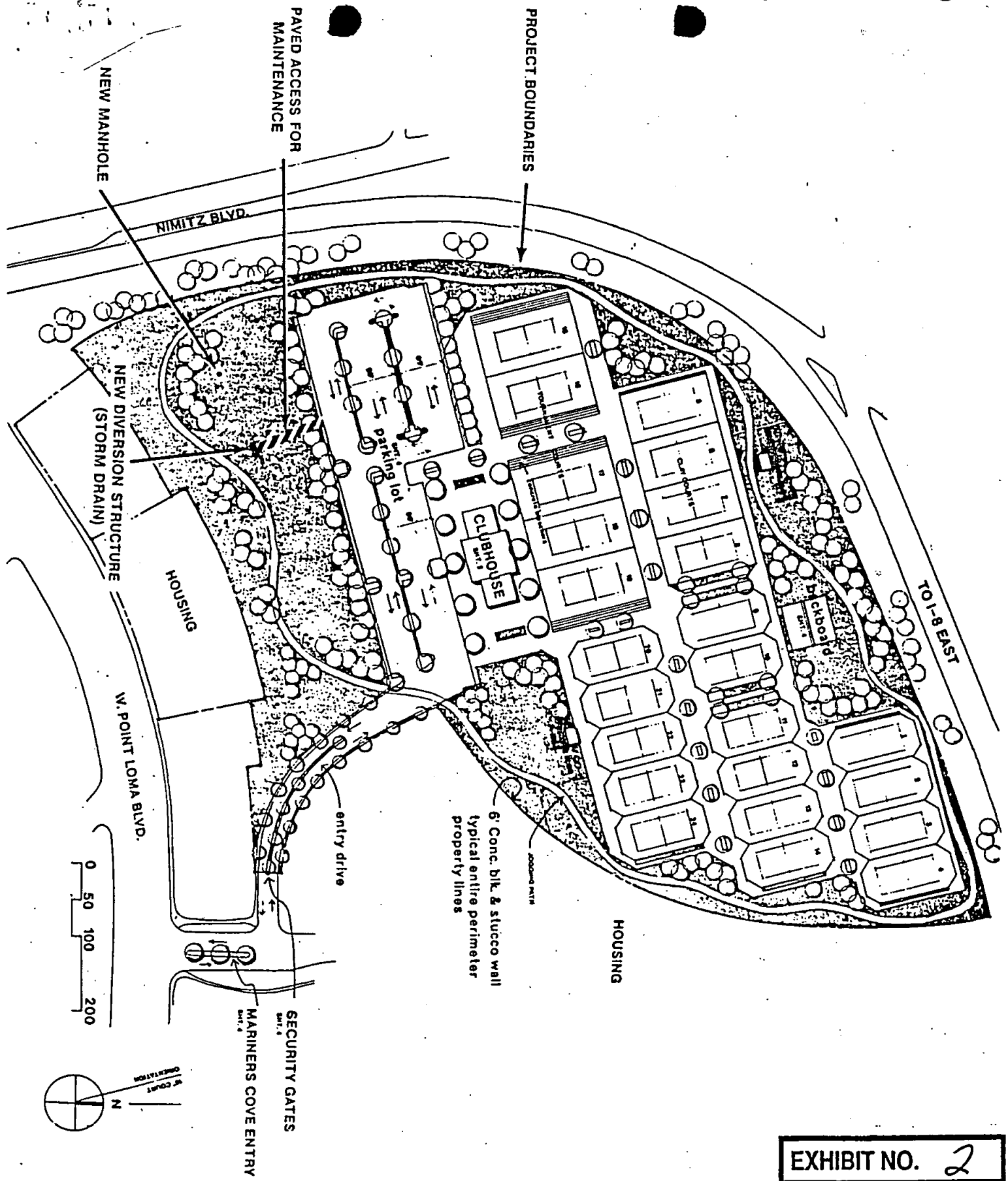


EXHIBIT NO. 2
APPLICATION NO. 6-71-306
Site Plan

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 SAN DIEGO TENNIS PATRONS, hereinafter called "LESSEE."

1.2

Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of construction, operation and maintenance of the premises and buildings for a tennis facility for the benefit of the junior tennis members and the residents of San Diego, without discrimination as to race, color, creed or religion, 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.

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.

1.7

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 9.8, Schedule of Days & Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.

1.8

Rates and Charges. All charges for merchandise and services or facilities on said premises shall be in accordance with the schedule set forth in Section 9.7, Schedule of Rates & Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative.

EXHIBIT NO. 3

APPLICATION NO.

6-91-306

Excerpts from

Lease per S.C. #3

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.

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 shall submit to the City Manager a schedule of operations including but not limited to a schedule of hours and schedule of fees for use by the general public. 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 by LESSEE at a location agreeable to CITY.

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, if they exceed \$25,000. 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.

7.4

Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

9.6

General Development Plan.

The General Development Plan consists of:

- a. Plot Plan
- b. Development Schedule
- c. Financial Plan
- d. Schematic Elevations
- e. Landscape Plan
- f. Others as applicable

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

9.7

Schedule of Rates & Charges.

9.8

Schedule of Days & Hours of Operation.

Tennis Courts -

ALL DAYS

8:00 a.m. to 9:00 p.m.

Lights will be off at 9:00 p.m.

Clubhouse -

8:00 a.m. to 9:00 p.m. - Sunday to Thursday

8:00 a.m. to 11:00 p.m. - Friday and Saturday

Summary of Scholarship Programs administered by the San Diego Tennis Patrons

It is the policy of the San Diego Tennis Patrons (SDTP), a nonprofit 501(c)(3) social service organization, to assure that every child has the opportunity to participate in any of programs sponsored by the SDTP, regardless of the ability to pay program fees. A Scholarship Program, funded by an annual fundraiser, corporate sponsors, and friends of the Patrons, has been established for this purpose. Program scholarships are awarded based on financial need and college scholarships are awarded on a combination of merit, need, community service, and program participation.

Scholarships are provided for participation in the following programs:

- After School Tennis 58%
- Tournaments as requested
- Excellence Teams 42%
- College Scholarships 5 annually

Documentation of Registration and Scholarships Awarded

1. After School Tennis Program

- Registration Form
- Financial Aid Form
- Record of Scholarships provided January - May 1994

2. Tournaments - when a player notes on the entry that he/she cannot afford the fee, the player is either given a reduced fee or a free entry. No player is ever refused participation in an SDTP sponsored tournament for the inability to pay the tournament fee.

3. Excellence Teams scholarships are awarded on coaches recommendation.

Total participation in the 1994 Junior Team was 42 players and 25 players paid 50% of the program fee.

Total participation in the 1994 All Star Team was 20 players and 1 player paid 50%

4. College Scholarship

Traditionally the SDTP receives between 15 and 20 applications for 5 scholarships of \$500 each. Application letter attached.

1994 Recipients:

Dennis Bulcao
Omer Gerston
Shannon Murphy
Ella Perkin
Eric Wang

Bank of America Foundation
The Belinsky Family
The Girard Foundation
SDTP Jr. Player Council
Barney & Barney
Forten
Gosen
Angel Lopez
Jean Moseley
Pacific Beach Tennis Club
Pepsi Cola of San Diego

AFTER SCHOOL TENNIS

A program of the San Diego
Tennis Patrons, a nonprofit
organization serving the youth of
San Diego.



Mazda Motor of America
Peninsula Bank of San Diego
SD District Tennis Assoc.
John F. Sutherland & Assoc.
Prince
ProKennex
Southwest Trophy & Awards
UltraSlim Fast TEAMTENNIS
USPTA, San Diego Division
USTA Schools Program
Wilson Racquet Sports USA



The San Diego Tennis Patrons will introduce your child to the sport of tennis, right in your neighborhood.



Children ages 8-18 will receive entry-level instruction two (2) times per week, for a minimum of one (1) hour. Classes are held October through June.



The fee for this program is \$20 per month. This includes the cost of balls, racquets, instruction, special activities, insurance, and a scholarship program. Our annual fundraising events underwrite this program so that monthly fees are \$20.



Partial scholarships are available to assist students on the basis of family income. Complete the scholarship application if you wish to apply for a scholarship. To qualify for a scholarship you must (1) meet the HUD low income requirement OR (2) be recommended by your instructor. Applications for partial scholarships are available from the instructor.

How to Register:

1. Fill out the registration form. One registration form is required for the October through June After School Tennis Program.
2. Attach your cash, check or money order to the registration form. Make checks payable to: San Diego Tennis Patrons for \$20 and return forms and check to your After School Tennis instructor at the first class meeting of each month.
3. **Parent/Guardian** must sign waiver form where indicated. The waiver **MUST BE SIGNED** for your child to participate.
4. If you are in need of financial assistance, attach your partial payment and scholarship form to the registration form.
5. Dates and times of After School Tennis will be announced in your child's school bulletin, OR call the Patrons' office at 452-9910.

If you would like more information, please call or write:

San Diego Tennis Patrons • 6275 Lusk Blvd, Suite 150 • San Diego, CA 92121 • (619) 452-9910

-----< CUT HERE -----

Registration Form

All participants must complete this form

Name: _____ Birthdate: _____ Sex: M() F()

Address: _____ City: _____ Zip: _____

Home Phone: _____ Parent's Name: _____ Site Attending _____

To assist us in applying for grants please complete the following optional information. This information will remain confidential.

Caucasian ()	Hispanic ()	Asian ()
African-American ()	American Indian ()	Other ()

WAIVER:

I(we) agree that my child's participation in the After School Tennis Program is without assumption of liability of any nature by the San Diego Tennis Patrons, the After School Tennis Program instructors, any tennis club, recreation center or school where the program is operated. I do hereby release and discharge the aforementioned from any and all claims which my child may suffer or sustain, directly or indirectly, in connection with said program.

Parent/Guardian signature: _____ Date: _____

must be signed for child to participate

"Los Patrocinadores del Tenis" van a introducir a su hijo(a) al juego de tenis, en su propia vecindad.

Niños que tienen 8-18 años pueden recibir instrucción para novicios dos (2) veces cada semana, por una (1) hora. Vamos a tener clases de octubre hasta junio.

El programa cuesta \$20 cada mes. El costo incluye pelotas, raquetas, instrucciones, actividades especiales, seguro, y un programa de beca. Tenemos un programa para recoger fondos cada año, y por eso podemos mantener el costo a solo \$20.

Si su familia tiene una utilidad reducida, es posible que podemos ayudar con una parte de la cuota. Para calificar, debe 1. Calificar para HUD o 2. Obtener la recomendación de su maestro. Los maestros tienen aplicaciones para becas parciales.

Para Registrar:

1. Llene la forma de registro. Solo necesitamos una forma para todas clases, octubre hasta junio.
2. Haga su cheque por \$20 a: SAN DIEGO TENNIS PATRONS y mandelo al maestro de su hijo(a) con la forma de registro.
3. Un padre o guardian DEBE FIRMAR la forma o su hijo(a) no puede participar.
4. Si está pidiendo ayuda con el costo, mande la aplicación de beca con su forma de registro.
5. Vamos a mandar información sobre las fechas y horas del programa de tenis de la escuela con su hijo(a), o llame a la oficina de Patrocinados a 452-9910.

Para información sobre nuestro programa, favor de llamar o escribir:
San Diego Tennis Patrons - 6275 Lusk Blvd, Suite 150 - San Diego, CA 92121 - (619)452-9910

-----CORTE AQUÍ-----

Nombre: _____ Fecha de nacimiento: _____

Niño: _____ o Niña: _____ Direccion: _____ Ciudad: _____Codigo: _____

Teléfono en casa: _____ Nombres de padres: _____

Escuela: _____

GRUPO ETNICO: (información voluntaria que nos ayudará con aplicaciones para fondos)

____ Blanco ____ Hispano ____ Nativo de las islas asiáticas ____ Negro ____ Indio Americano ____ Otro

RENUNCIA:

Yo (nosotros) estoy (estamos) de acuerdo que la participacion de mi hijo(a) en el programa de tenis es sin asuncion de deuda del San Diego Tennis Patrons, los instructores, club o escuela que tiene el programa. Renuncio todas demandas que mi hijo(a) obtendría en conexión al programa.

Firma del padre: _____ Fecha: _____

ESTUDIANTES NO PUEDEN PARTICIPAR SIN UNA FIRMA DEL PADRE

After School Tennis Scholarship Application Form

Fill out the information below. Partial scholarships are granted to (1) families meeting the HUD low income requirements OR (2) children who are recommended by the instructor. HUD scholarship recipients pay \$1 each month. Instructor recommended scholarship recipients pay \$10 each month. Cash, check, or money order is accepted as payment. Make your checks to: San Diego Tennis Patrons. Return this form and your payment to the instructor. Consistent attendance is expected.

(1) ☐ HUD FAMILY SIZE/INCOME SCHOLARSHIP

Complete the following information:

Print child's name _____

Print parent or guardian's name _____

After School Tennis site _____

Check only one box:

Size of Family		Income	Size of Family		Income
☐	1	15,350	☐	5	23,700
☐	2	17,550	☐	6	25,450
☐	3	19,750	☐	7	27,200
☐	4	21,950	☐	8	28,950

I verify that the above information is correct to the best of my knowledge. I understand that I will pay \$1 each month for my child to play tennis in the After School Tennis Program.

Parent or Guardian _____

Date _____

Instructor _____

Date _____

(2) ☐ TEACHER RECOMMENDATION SCHOLARSHIP

Return this application to your instructor with a letter saying why you need a partial scholarship. Your instructor will select scholarship recipients based on monthly attendance and need.

Please complete the following information:

I recommend that _____ be awarded a monthly partial scholarship of \$10.

student's name

Signed _____

instructor

Date _____

I understand that I will pay \$10 a month for my child to play After School Tennis.

Signed _____

parent

Date _____

I understand that I must attend After School Tennis if I want my scholarship to be renewed next month.

Signed _____

student

Date _____

Only one scholarship form is needed for the October through June After School Tennis Program.
Payment is monthly.

Aplicación de Beca para el Programa de Tenis

Llena la información debajo. Para calificar por becas parciales,

1. La familia debe calificar para HUD

o

2. El niño(a) debe obtener la recomendación de su maestro.

Estudiantes que califican para HUD pagan \$1 cada mes. Estudiantes con recomendaciones de los maestros pagan \$10 cada mes. Pueden pagar con dinero, cheque o orden de dinero. Haga cheques a: San Diego Tennis Patrons. Mandar esta forma con su dinero al instructor. Expectamos su asistencia consistente.

☐

(1) HUD - NÚMERO DE PERSONAS EN HOGAR/INGRESOS ECONÓMICOS

Llena la información siguiente: (Favor de imprentir)

Nombre de estudiante: _____

Nombre de padre: _____

Localización de clases: _____

Marque sólo una línea: _____

Personas en hogar

Ingresos

Personas en hogar

Ingresos

____ 1

15,350

____ 5

23,700

____ 2

17,550

____ 6

25,450

____ 3

19,750

____ 7

27,200

____ 4

21,950

____ 8

28,950

Entiendo que toda la información en esta aplicación es verdadera y correcta. Entiendo que necesito pagar \$1.00 cada mes para que mi niño(a) puede participar en el programa de tenis.

Firma de padre: _____ Fecha: _____

Firma de instructor: _____ Fecha: _____

☐

(2) RECOMENDACIÓN DEL MAESTRO

Mandar esta aplicacion al maestro de su hijo(a) con una nota que explica su necesidad para una beca parcial. El maestro puede aceptar estudiantes dependiente en el numero de estudiantes y sus necesidades.

Maestro:

Estoy recomendando que _____ recibir una beca parcial de \$10 cada mes. Firmado por: _____ Fecha: _____

Padre:

Entiendo que necesito pagar \$10.00 cada mes para que mi hijo(a) puede participar en el programa de tenis. Firmado por: _____ Fecha: _____

Estudiante:

Entiendo que necesito asistir el programa si quiero obtener una beca para el mes proximo.

Firmado por: _____ Fecha: _____

Solo necesitamos una forma de beca para todo el programa de tenis, octubre hasta junio.

El estudiante necesita pagar cada mes.

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Brobeck, Phleger & Harrison
550 West "C" Street, Suite 1300
San Diego, California 92101
(619) 234-1966
Attn: Richard L. Kintz, Esq.

(Space Above for Recorder's Use)

MEMORANDUM OF LEASE

This Memorandum of Lease dated December 7, 1994, is made by and between the City of San Diego, a Municipal Corporation ("Lessor"), and Tennis Patrons Association of San Diego, Inc. ("Lessee").

By that certain Lease ("Lease") dated June 6, 1994, Lessor leased to Lessee that certain land situated in the City of San Diego, County of San Diego, State of California, and described as set forth in Exhibit "A" attached hereto. The term of the Lease commences on July 1, 1994 and continues until June 30, 2029

Reference is hereby made to the Lease for all terms, covenants, agreements and conditions contained therein, which are incorporated herein by reference and expressly made a part hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date first written above.

LESSOR:

THE CITY OF SAN DIEGO, a Municipal Corporation

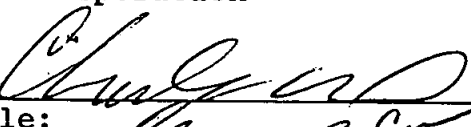
By: 

Title: Real Estate Assets Director

LESSEE:

TENNIS PATRONS ASSOCIATION OF SAN DIEGO, INC.

BY: SAN DIEGO TENNIS PATRONS, a California nonprofit public benefit corporation

By: 

Title: Treasurer



Exhibit "A"

ORDER NO. 1052642-2

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 12389 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982.

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY - FORMERLY FALSE BAY - AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870 A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, KNOWN AND REFERRED TO AS MISCELLANEOUS MAP NO. 36 TOGETHER WITH A PORTION OF LOT A OF LOMA ALTA 2 ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 206; THENCE NORTH $53^{\circ}53'52''$ WEST A DISTANCE OF 15.01 FEET TO A POINT ON A 1061.90 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $51^{\circ}34'20''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}17'55''$ AN ARC LENGTH OF 5.53 FEET TO A POINT ALONG THE ARC OF SAID CURVE, A RADIAL OF WHICH BEARS NORTH $51^{\circ}16'25''$ WEST; THENCE NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 195.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 33.98 FEET TO THE BEGINNING OF A 1509.09 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}08'02''$ AN ARC LENGTH OF 187.90 FEET TO THE BEGINNING OF A COMPOUND 708.89 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}35'33''$ AN ARC LENGTH OF 254.78 FEET TO THE BEGINNING OF A COMPOUND 519.98 FOOT (520.00') RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT AS SHOWN ON



ORDER NO. 1052642-2

THAT CERTAIN CALIFORNIA DIVISION OF HIGHWAYS STATE ROUTE MAP NO. 11-SD-109 DATED FEBRUARY 19, 1970 AND ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}37'48''$ AN ARC LENGTH OF 486.71 FEET (486.72') TO POINT OF NON-TANGENCY;

THENCE NORTH $58^{\circ}45'29''$ EAST (NORTH $59^{\circ}16'54''$ EAST) A DISTANCE OF 280.11 FEET TO A NON-TANGENT 1914.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THE RADIAL LINE TO SAID POINT BEARS NORTH $30^{\circ}00'46''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 281.15 FEET TO AN INTERSECTION WITH A NON-TANGENT 340.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH $65^{\circ}14'37''$ EAST, SAID POINT AS SHOWN ON PARCEL MAP NO. 12389 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1982; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP AND ALONG THE ARC OF SAID 340.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}53'35''$ ($15^{\circ}52'45''$) AN ARC LENGTH OF 94.33 FEET (94.23'); THENCE SOUTH $8^{\circ}51'48''$ EAST A DISTANCE OF 124.72 FEET (SOUTH $8^{\circ}52'59''$ EAST 124.63') TO THE BEGINNING OF A 562.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $52^{\circ}12'50''$ ($52^{\circ}13'52''$) AN ARC LENGTH OF 512.61 FEET (512.78') TO THE BEGINNING OF A COMPOUND 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}10'00''$ AN ARC LENGTH OF 521.56 FEET TO A POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}54'10''$ ($60^{\circ}55'30''$) AN ARC LENGTH OF 212.59 FEET (212.67') TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING WITHIN THE NATURAL BOUNDARIES OF MISSION BAY - FORMERLY FALSE BAY - ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFOR, AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.



ORDER NO. 1052642-2

PARCEL C:

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36 AND THAT PORTION OF LOT A OF LOMA ALTA NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, LYING ABOVE THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY AND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF EXTERIOR BOUNDARY LINE OF PARCEL 1 OF PARCEL MAP NO. 12389 AS SHOWN BY PARCEL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE NORTH $38^{\circ}20'28''$ WEST, 40.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS AND THE TERMINATION OF SAID LINE.

THE ABOVE DESCRIBED PROPERTY WAS FORMERLY A PORTION OF ONE OF THE 80.00 FOOT STRIPS OF LAND CONVEYED TO THE CITY OF SAN DIEGO AND DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROADWAYS, HIGHWAYS AND PARKWAYS BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 AND RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS, AND WAS VACATED AND CLOSED TO PUBLIC USE BY THE COUNCIL OF THE CITY OF SAN DIEGO JULY 24, 1962 BY RESOLUTION NO. 171857, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1962 AS FILE NO. 129467 OF OFFICIAL RECORDS.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

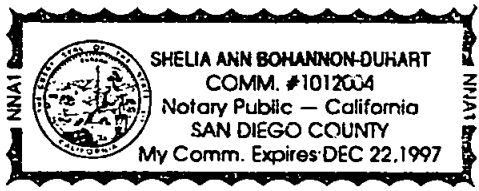
State of California

County of San Diego

On 12/7/94 before me, Shelia A. Bohannon-Duhart
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James L. Spotts
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shelia A. Bohannon-Duhart
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____
- ☐ LIMITED
- ☐ GENERAL

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
City of San Diego

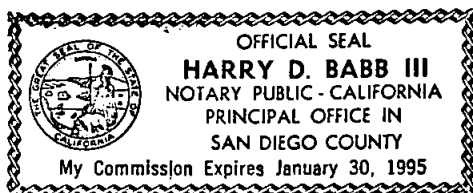
SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

On 11/23/94, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES WAX, TREASURER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Harry D. Babb III
Notary Public in and for Said State

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME City of San Diego
 STREET ADDRESS Property Department
1200 3rd Avenue, Suite 1700
San Diego, California 92101
 CITY, STATE, ZIP Attn: Leases-S.D. Tennis Patrons

SPACE ABOVE THIS LINE FOR RECORDER'S USE

441	090	00		ALL
449	860	83		PTN. X

Title Order No. _____
 Escrow or Loan No. _____

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ ----0---- CITY TAX \$ ----0----

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: ☒ City of San Diego, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SAN DIEGO TENNIS PATRONS, INC., a California nonprofit corporation

hereby remise, release and forever quitclaim to

CITY OF SAN DIEGO, a municipal corporation

the following described real property in the

County of San Diego State of California:

(SEE ATTACHED LEGAL DESCRIPTION - EXHIBIT "A")

SAN DIEGO TENNIS PATRONS, INC., a California nonprofit corporation

Dated July 20, 1994

By Richard Z. Kuty,
Vice President

STATE OF CALIFORNIA } ss
 COUNTY OF _____

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same
 WITNESS my hand and official seal.

Signature _____

See attached Notary

(This area for official notarial seal)



Continental Land Title Company

Subsidiary of
Lawyers Title
Insurance Corporation

OFFICES IN

LOS ANGELES COUNTY

60 Universal City Plaza, Universal City, CA 91608
(818) 760-2700

ORANGE COUNTY

1015 North Main St., Santa Ana, CA 92701
(714) 835-5575

RIVERSIDE COUNTY

1605 Spruce Street, Riverside, CA 92507
(714) 784-2120

SACRAMENTO COUNTY

1111 Howe Ave., Suite 450, Sacramento, CA 95828
(916) 929-8282

SAN BERNARDINO COUNTY

1998 North Arrowhead Ave., San Bernardino, CA 92406
(714) 883-8981

SANTA CLARA/ALAMEDA COUNTIES

2150 North First Street, San Jose, CA 95131
(408) 435-8088
(800) 35 TITLE (415 AREA CODE ONLY).

SAN DIEGO COUNTY

4542 Ruffner St., San Diego, CA 92111
(619) 278-4171

SANTA BARBARA COUNTY

200 E. Carrillo St., Santa Barbara, CA 93101
(805) 965-7091

VENTURA COUNTY

751 Daily Dr., Suite 100, Camarillo, CA 93010
(818) 889-6631 (805) 484-2701



EXHIBIT A

ORDER NO. 1052642-2

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 12389 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982.

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY - FORMERLY FALSE BAY - AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870 A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, KNOWN AND REFERRED TO AS MISCELLANEOUS MAP NO. 36 TOGETHER WITH A PORTION OF LOT A OF LOMA ALTA 2 ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 206; THENCE NORTH $53^{\circ}53'52''$ WEST A DISTANCE OF 15.01 FEET TO A POINT ON A 1061.90 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $51^{\circ}34'20''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}17'55''$ AN ARC LENGTH OF 5.53 FEET TO A POINT ALONG THE ARC OF SAID CURVE, A RADIAL OF WHICH BEARS NORTH $51^{\circ}16'25''$ WEST; THENCE NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 195.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 33.98 FEET TO THE BEGINNING OF A 1509.09 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}08'02''$ AN ARC LENGTH OF 187.90 FEET TO THE BEGINNING OF A COMPOUND 708.89 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}35'33''$ AN ARC LENGTH OF 254.78 FEET TO THE BEGINNING OF A COMPOUND 519.98 FOOT (520.00') RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT AS SHOWN ON



EXHIBIT A

ORDER NO. 1052642-2

THAT CERTAIN CALIFORNIA DIVISION OF HIGHWAYS STATE ROUTE MAP NO. 11-SD-109 DATED FEBRUARY 19, 1970 AND ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}37'48''$ AN ARC LENGTH OF 486.71 FEET (486.72') TO POINT OF NON-TANGENCY;

THENCE NORTH $58^{\circ}45'29''$ EAST (NORTH $59^{\circ}16'54''$ EAST) A DISTANCE OF 280.11 FEET TO A NON-TANGENT 1914.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THE RADIAL LINE TO SAID POINT BEARS NORTH $30^{\circ}00'46''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 281.15 FEET TO AN INTERSECTION WITH A NON-TANGENT 340.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH $65^{\circ}14'37''$ EAST, SAID POINT AS SHOWN ON PARCEL MAP NO. 12389 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1982; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP AND ALONG THE ARC OF SAID 340.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}53'35''$ ($15^{\circ}52'45''$) AN ARC LENGTH OF 94.33 FEET (94.23'); THENCE SOUTH $8^{\circ}51'48''$ EAST A DISTANCE OF 124.72 FEET (SOUTH $8^{\circ}52'59''$ EAST 124.63') TO THE BEGINNING OF A 562.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $52^{\circ}12'50''$ ($52^{\circ}13'52''$) AN ARC LENGTH OF 512.61 FEET (512.78') TO THE BEGINNING OF A COMPOUND 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}10'00''$ AN ARC LENGTH OF 521.56 FEET TO A POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ}54'10''$ ($60^{\circ}55'30''$) AN ARC LENGTH OF 212.59 FEET (212.67') TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING WITHIN THE NATURAL BOUNDARIES OF MISSION BAY - FORMERLY FALSE BAY - ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFOR, AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.



EXHIBIT A

ORDER NO. 1052642-2

PARCEL C:

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36 AND THAT PORTION OF LOT A OF LOMA ALTA NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, LYING ABOVE THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY AND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF EXTERIOR BOUNDARY LINE OF PARCEL 1 OF PARCEL MAP NO. 12389 AS SHOWN BY PARCEL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE NORTH $38^{\circ}20'28''$ WEST, 40.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS AND THE TERMINATION OF SAID LINE.

THE ABOVE DESCRIBED PROPERTY WAS FORMERLY A PORTION OF ONE OF THE 80.00 FOOT STRIPS OF LAND CONVEYED TO THE CITY OF SAN DIEGO AND DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROADWAYS, HIGHWAYS AND PARKWAYS BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 AND RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS, AND WAS VACATED AND CLOSED TO PUBLIC USE BY THE COUNCIL OF THE CITY OF SAN DIEGO JULY 24, 1962 BY RESOLUTION NO. 171857, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1962 AS FILE NO. 129467 OF OFFICIAL RECORDS.

441-09 449-86

PARCEL MAP NO. 12389

SHEET 2 OF 3 SHEETS

1052642-2

DATA TABLE				
NO.	A OR BEARING	RADIUS	LENGTH	RECORD
(1)	S 07° 56'	943.70'	5161'	
(2)	N 8° 45' 26" W (R)		96.00'	N. 8° 40' 38" W (R) P.M. 7420
(3)	T 48° 36'	1037.70'	141.85'	
(4)	N 10° 31' 20" W (R)		1874'	N. 10° 27' 38" W (R) P.M. 7420
(5)	4° 41' 27"	1038.84'	28.70'	
(6)	N 21° 17' 47" W (R)		21.10'	N. 21° 11' 05" W (R) P.M. 7420
(7)	13° 36' 11"	1072.94'	274.15'	
(8)	N 36° 51' 06" W (R)		19.25'	N. 36° 47' 20" W (R) P.M. 7420
(9)	10° 56' 48"	1060.67'	202.65'	
(10)	N 47° 47' 54" W (R)		1.21'	N. 47° 46' 08" W (R) P.M. 7420
(11)	3° 27' 27"	1061.70'	64.71'	
(12)	N 8° 45' 26" W (R)		35.65'	
(13)	3.84° 36' 25" W		18.78'	
(14)	36° 45' 07"	187.00'	183.73'	
(15)	N 36° 20' 28" W		68.28'	

DATA TABLE				
NO.	A OR BEARING	RADIUS	LENGTH	RECORD
(16)	3.84° 36' 25" W		284.10'	
(17)	N 1° 20' 28" E		137.11'	
(18)	N 8° 26' 38" E		113.73'	
(19)	N 1° 54' 33" E		150.08'	
(20)	N 4° 08' 05" W		166.43'	
(21)	N 6° 42' 35" E		108.70'	
(22)	N 18° 44' 57" E		113.11'	
(23)	N 36° 08' 53" E		174.63'	
(24)	N 41° 17' 43" E		78.49'	
(25)	68° 41' 46"	70.00'	83.75'	
(26)	N 27° 24' 03" W		77.26'	
(27)	N 12° 57' 27" W		116.12'	
(28)	27° 10' 00"	1140.00'	340.55'	
(29)	1° 35' 14"	1061.90'	27.42'	
(30)	1° 54' 15"	1061.90'	33.27'	
(31)	120° 03' 11"	160.00'	335.25'	
(32)	13° 37' 00"	330.00'	102.67'	
(33)	10° 31' 24"	1140.00'	207.38'	
(34)	11° 35' 22"	1140.00'	230.59'	
(35)	3° 03' 18"	1140.00'	100.56'	
(36)	4° 33' 36"	1914.00'	152.35'	
(37)	8° 25' 19"	1914.00'	281.34'	
(38)	1° 11' 59"	1914.00'	40.08'	
(39)	N 53° 00' 35" W		27.57'	
(40)	N 36° 07' 04" E		23.93'	
(41)	3.58° 56' 25" W		143.87'	

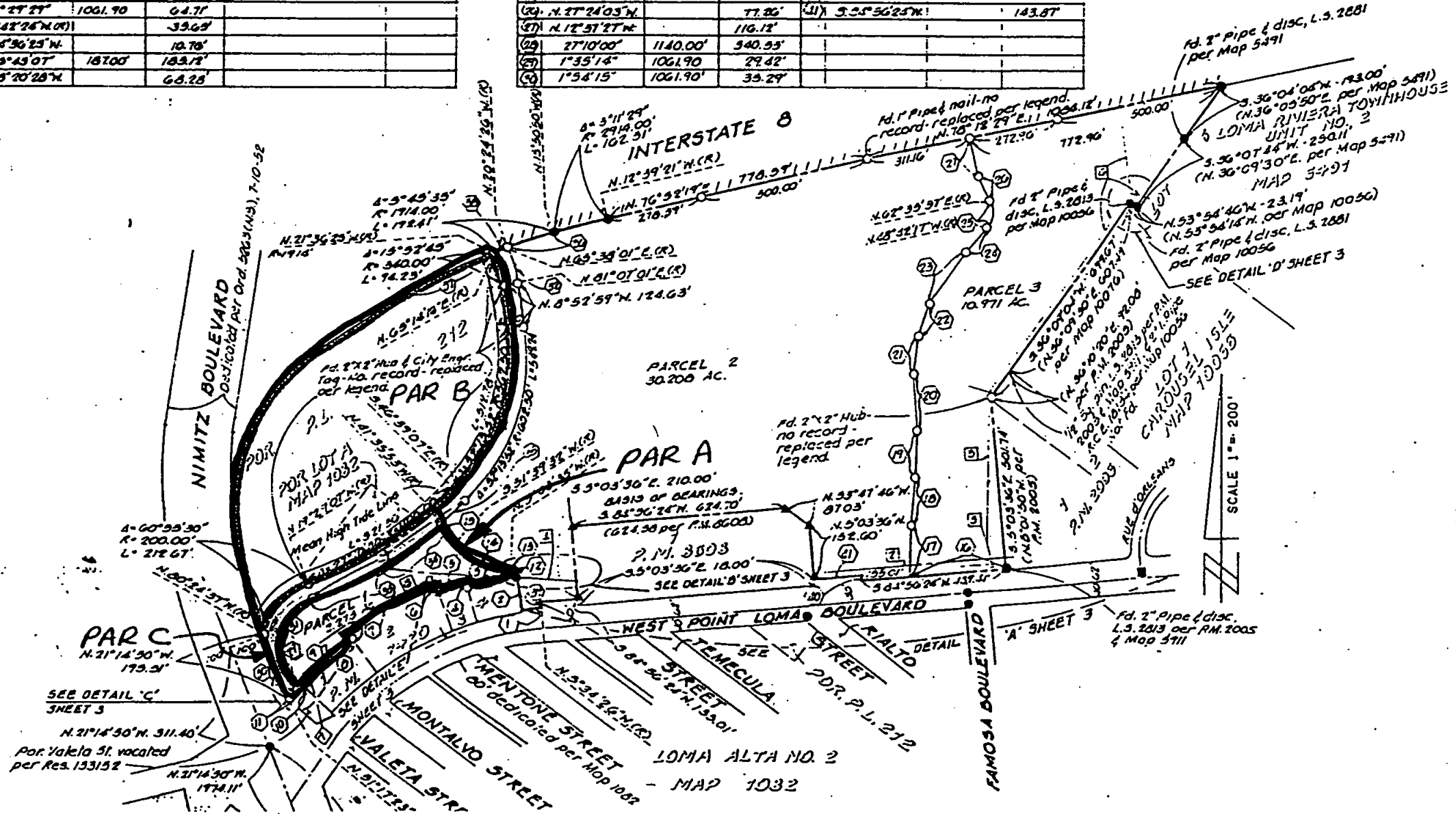


EXHIBIT A

MARINER'S COVE ACCESS EASEMENT

THAT PORTION OF PARCEL 2 OF PARCEL MAP 12389 FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY ON OCTOBER 22, 1982, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 8608 FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY ON APRIL 6, 1979; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 05° 03' 36" EAST A DISTANCE OF 18.00 FEET TO A CORNER ON THE SOUTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 12389;

THENCE ALONG SAID SOUTHERLY LINE; SOUTH 84° 56' 24" WEST A DISTANCE OF 39.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 84° 56' 24" WEST A DISTANCE OF 75.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 05° 03' 36" WEST A DISTANCE OF 75.89 FEET;

THENCE SOUTH 84° 56' 24" WEST A DISTANCE OF 57.97 FEET TO AN ANGLE POINT IN THE BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1, NORTH 08° 42' 24" WEST A DISTANCE OF 35.65 FEET;

THENCE LEAVING SAID PARCEL 1, NORTH 84° 56' 24" EAST A DISTANCE OF 135.23 FEET; THENCE SOUTH 05° 03' 36" EAST A DISTANCE OF 111.47 FEET TO THE TRUE POINT OF BEGINNING.

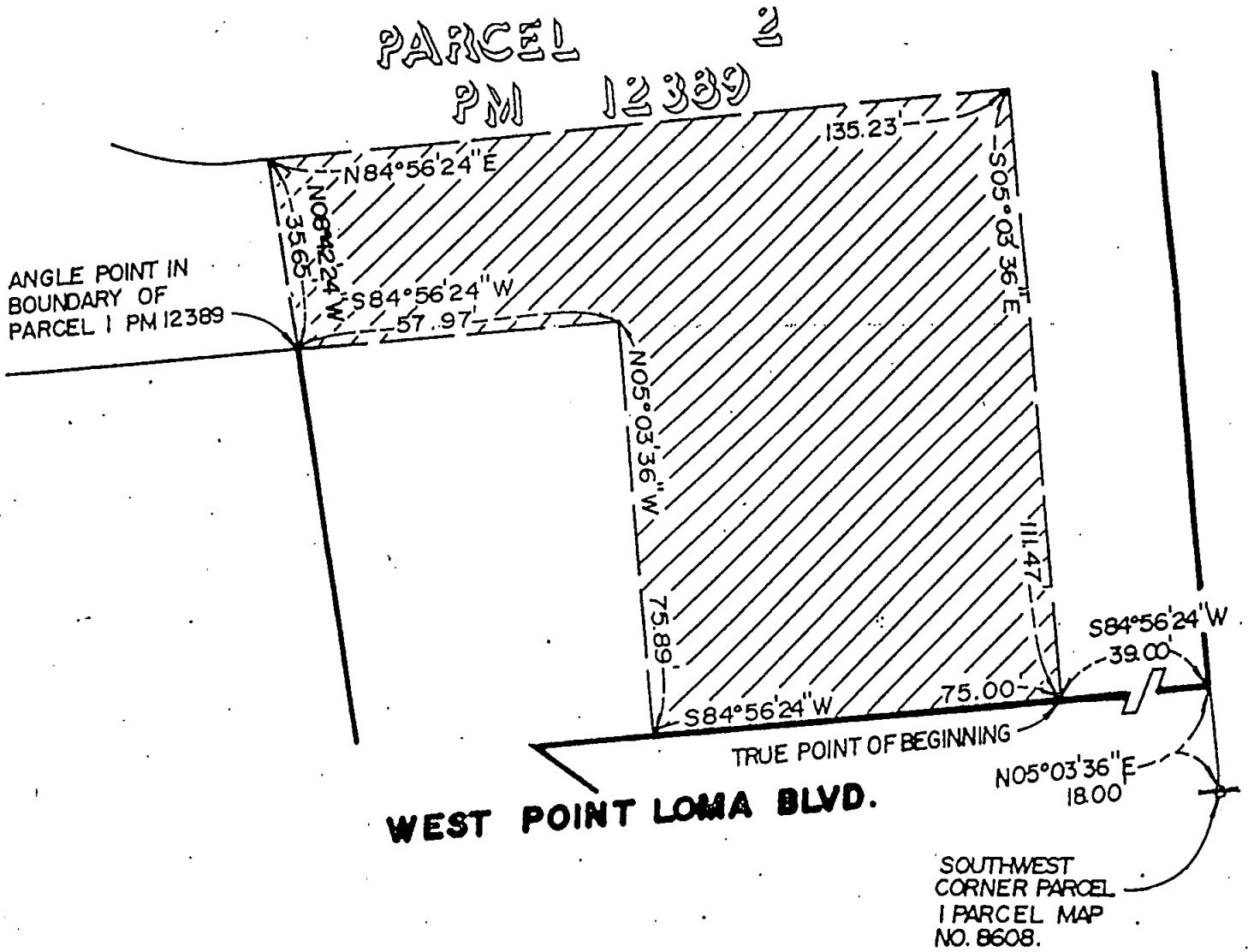
c:/deeds/89-1049

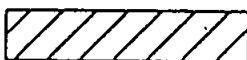


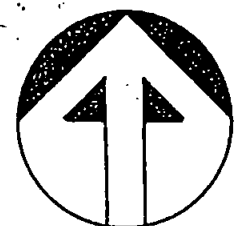
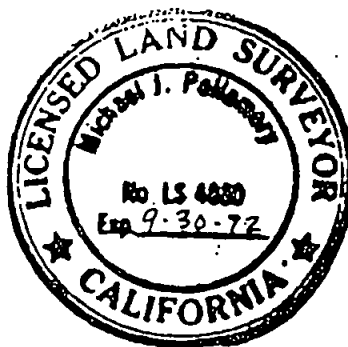
254617

EXHIBIT "A"

EXHIBIT A



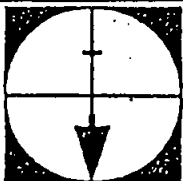
 INDICATES ACCESS EASEMENT



SCALE: 1"=30'

SURVEYOR'S STATEMENT

THIS PLAT WAS PREPARED UNDER MY
DIRECT SUPERVISION ON APRIL 8, 1991.



PRECISION
SURVEY
AND
MAPPING

Morena Office Center
1094 Cudahy Place
Suite 222
San Diego, California
92110-3924
(619) 275-4033

Michael J. Pallamary 4-9-91
MICHAEL J. PALLAMARY LS 4830

R-254617

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

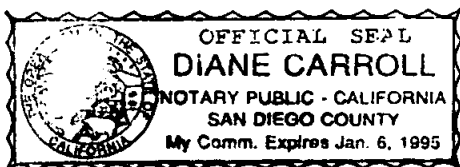
State of California

County of San Diego

On July 26, 1994 before me, Diane Carroll, a Notary
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Richard L. Kintz
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Diane Carroll
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Norman Swain
51-A

(R-92-2128)

RESOLUTION NUMBER R- 280520

ADOPTED ON AUG 10 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a 35-year lease agreement with TENNIS PATRONS ASSOCIATION OF SAN DIEGO, INC., a nonprofit corporation, for the development, operation and maintenance of a public tennis facility on City-owned property located at the northeast corner of Nimitz Boulevard and West Point Loma Boulevard, at an annual rental of \$600, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 280520.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
06/25/92
Or.Dept:Prop.
Job:220641
R-92-2128
Form=r-t

Norman Swain
51-A

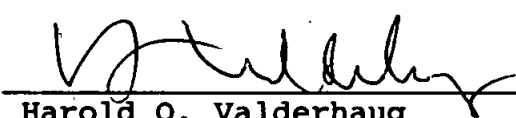
(R-92-2129)

RESOLUTION NUMBER R- 280521

ADOPTED ON AUG 10 1992

BE IT RESOLVED, by the Council of The City of San Diego, that it is hereby certified that the information contained in ENVIRONMENTAL IMPACT REPORT DEP NO. 88-1259, in connection with the lease of City-owned land to Tennis Patrons Association of San Diego, Inc., on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Administrative Code section 15000 et seq.), and that said report has been reviewed and considered by this Council.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
06/25/92
Or.Dept:Prop.
Job:220641
R-92-2129
Form=r.eirl



The City of San Diego

MANAGER'S REPORT

DATE ISSUED: June 22, 1992

REPORT NO. 92-211

ATTENTION: PF&R Committee, Agenda of June 24, 1992

SUBJECT: Lease Agreement with Tennis Patrons Association of San Diego, Inc.

SUMMARY

Issue - Should the City Manager be authorized to execute a thirty-five (35) year lease agreement with the Tennis Patrons Association of San Diego, Inc., a non-profit corporation, for development and operation of a public tennis facility on City-owned property at the northeast corner of Nimitz Blvd. and W. Point Loma Blvd.

Manager's Recommendation - Authorize the City Manager to execute the Lease Agreement.

Other Recommendations - The California Coastal Commission on February 18, 1992, approved the project with conditions.

Fiscal Impact - The City will receive Six Hundred (\$600) Dollars per year, to be deposited into the General Fund.

BACKGROUND

On January 27, 1986, the City Council authorized the Manager to investigate the feasibility of constructing and operating a public tennis facility on a City-owned parcel of approximately 12 acres in the Ocean Beach Community in the vicinity of Nimitz Blvd. and Interstate 8. At the same time, the Council also authorized exclusive lease negotiations with the Tennis Patrons Association of San Diego, Inc. (TPASD), a non-profit corporation, if the development was found to be feasible. TPASD was organized to promote youth and junior tennis in San Diego County.

It was determined that in order to develop the tennis facility a conditional use permit and a coastal permit would be required and access to the site would need to be identified. In addition, it was found that the City and State Lands Commission (SLC) would be required to enter into a land exchange.

Following the Council action in 1986, TPASD began planning the facility and encountered a problem with access to the site. Because of the heavy traffic flow on Nimitz Blvd., a study was conducted by the Engineering and Development Department, and it recommended that there be no access from either Nimitz Blvd. or Interstate 8. Additional inquiries were made by both City and TPASD to find a proper solution to the access problem. The recommendation was to obtain an easement agreement to enter through the Mariners Cove Apartment property entrance off W. Point Loma Blvd. In October 1991, an easement agreement providing access to the TPASD site was signed by the City of San Diego, the Housing Authority, TPASD, HUD and Lincoln Property Company.

In January 1989, TPASD submitted an application for a conditional use permit (CUP) and environmental impact report (EIR) for the project. The EIR and CUP were approved by the City Council with conditions agreed to by TPASD, on November 25, 1991.

A coastal development permit for the tennis facility was approved by the State Coastal Commission on February 18, 1992 with conditions. One of the conditions is that the City receive approval from the State Lands Commission (SLC) to use the property for the public tennis facility. This is a result of the subject property being located on State tideland property. The SLC opined in a letter to the Department of Environmental Planning dated May 17, 1991, that a public tennis facility was not an appropriate use of tideland property. As a result of the SLC's position, the City and SLC staffs are working to develop an exchange of land to place part of the San Diego River Channel under the tideland restrictions in return for removing the City's property to be leased to the TPASD from the tideland restrictions. In view of this agreement, the SLC has agreed to let the City process the lease, with the understanding that the City Property, which is to be exchanged, will be of equal value to the property being removed from the tideland restrictions. The exchange of the properties will be brought before the Council upon completion of negotiations between the City and State.

The proposed Lease Agreement with TPASD will contain the following provisions:

- TERM: Thirty-five (35) Years
- RENT: Six Hundred (\$600.00) Dollars per Year, the standard rental rate for non-profit LESSEES.
- USES: Construction, operation and maintenance of a tennis facility (i.e. junior tennis programs) for the benefit of the residents of San Diego, without discrimination as to race, color, creed, religion, sex or sexual orientation, medical status, national origin, age, marital status or physical disability.
- PUBLIC USE: The facility shall be open to the General Public. LESSEE will establish hours of operation and fees which are subject to the City Manager's approval.
- CITY USE: The facility shall be available to the City for civic events and special programs, free of charge, except where LESSEE has scheduled events or programs.

DEVELOPMENT PLAN: LESSEE will provide to the City Manager all plans and specifications for the development of the property. Construction is required to be completed within twenty-four (24) months from the date specified for completion in the development plan or the agreement can be terminated.

INSURANCE: \$1 Million dollars combined single limited liability. One Hundred (100%) percent of replacement cost for fire, extended coverage and vandalism on all insurable property.

RECOMMENDATION

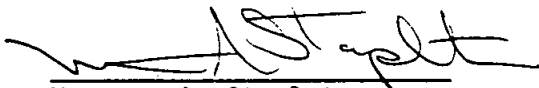
Since the TPASD has received all of its approvals for the development of the proposed tennis facility and it has been determined that the facility is economically feasible, it is recommended that City Council authorize the Manager to execute the proposed lease with TPASD. No physical construction other than grading will be authorized until after the State Lands Commission has approved the exchange of tidelands.

ALTERNATIVES

1. Disapprove of the Manager's recommendation and allow the property to remain as open space.
2. Approve the lease agreement with different terms.

Approved:

Respectfully,



Maureen A. Stapleton
Assistant City Manager


James L. Spotts
Property Director

SPOTTS:NRS:sb(2)
6/17/92
Dept:Prop:MR951

CLERK'S FILE COPY

(R-86-1268 REV.2)

RESOLUTION NUMBER R- 264921

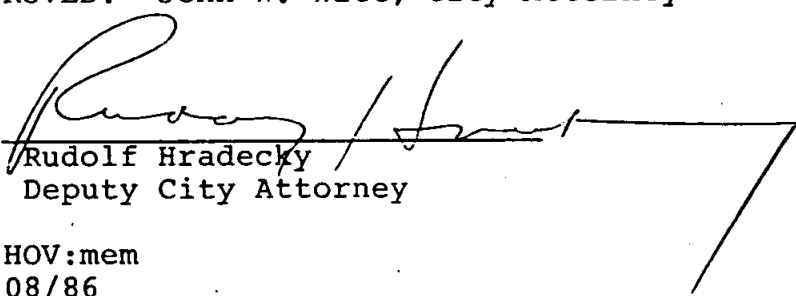
ADOPTED ON JAN 27 1986

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to negotiate, for and on behalf of said City, exclusively with San Diego Tennis Patrons to determine the feasibility for construction and operation of a Junior Tennis Center on the leaf-shaped parcel in Ocean Beach, in the vicinity of Nimitz Boulevard and Interstate Highway 8, City of San Diego.

BE IT FURTHER RESOLVED, that by adopting this resolution the Council in no way commits itself to approve any lease resulting from such negotiations and the City Council shall have the absolute and total discretion as to whether or not to proceed with allowing any tennis court use of the subject property. Any lease or other agreement for development and use of the property shall be subject to preparation of appropriate environmental documents for review by the Council.

APPROVED: John W. Witt, City Attorney

By


Rudolf Hradecky
Deputy City Attorney

RH:HOV:mem
01/08/86
01/24/86 REV.1
01/24/86 REV.2
Or.Dept:Pk.&Rec.
R-86-1268
Form=r.auagr

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

TO:

CITY ATTORNEY

2. FROM: (ORIGINATOR)

PARK AND RECREATION DIRECTOR

3. DATE

Dec. 19, 1985

4. SUBJECT:

JUNIOR TENNIS CENTER FOR OCEAN BEACH

5. PREPARATION OF:

☒ RESOLUTION(S)

☐ ORDINANCE(S)

☐ AGREEMENT(S)

☐ DEED(S)

Authorizing the City Manager to negotiate exclusively with San Diego Tennis Patrons for the construction and operation of a JUNIOR TENNIS CENTER on the leaf-shaped parcel in Ocean Beach.

CMR-85-588

6. SUPPORTING INFORMATION: (INCLUDE ONLY INFORMATION NOT COVERED ON FORM 1472A, "DOCKET SUPPORTING INFORMATION".

EQD: Environmental review will take place prior to the authorization of a lease.

COMMUNITY AREA: Ocean Beach (23)

COUNCIL DISTRICT: 2 (Cleator)

SR. COMMITTEE CONSULTANT: This activity was approved by PF&R on November 27, 1985.

CITY CLERK: Send resolution copies via Jan Wright, M.S. 35

JAN 7 4 09 PM '86

CITY ATTORNEY

7. FOR INFORMATION CONTACT: (NAME & MAIL STA.)

W.P.
W. SMITH/E. FIRKINS 35

8. TELEPHONE NO.

6686

9. CHECK IF "DOCKET SUPPORTING INFORMATION" ATTACHED

☒

10. COMPLETE FOR ACCOUNTING PURPOSES:

	BUDGETED	UNBUDGETED
FUND/DEPT.		
ORGANIZATION		
OBJECT ACCOUNT		
JOB ORDER		
WORK ORDER NO.		
C.I.P. NO.		
FACILITY		
AMOUNT		

11. ROUTING AND APPROVALS

ROUTE (1)	APPROVING AUTHORITY	APPROVAL	DATE SIGNED
1. ✓	DEPARTMENT DIRECTOR	<i>[Signature]</i> Park & Rec. Dir.	12/24
2.	EQD CLEARING AUTH.	<i>[Signature]</i>	12/30/85
4.	DEPUTY CITY MANAGER	<i>[Signature]</i>	1/6/86
	AUDITOR		
5. ✓	CITY ATTORNEY		
6. ✓	ORIGINATING DEPARTMENT	<i>[Signature]</i>	1/14/86
7.	MGR. DOCKET CLERK		
8. ✓	RULES COMMITTEE	☒ CONSENT ☐ ADOPTION ☐ REFER TO _____ DATE _____	

12. ESTIMATED COST:

R- 264921 JAN 27 1986

DOCKET SCHEDULING INFORMATION
CITY OF SAN DIEGO

DATE:

Dec. 19, 1985

SUBJECT:

JUNIOR TENNIS CENTER FOR OCEAN BEACH

BACKGROUND: (DOUBLE SPACE)

The San Diego Tennis Patrons, a non-profit organization, has expressed a desire to construct and operate a tennis center for juniors on the leaf shaped parcel in Ocean Beach. They want to construct 10 lighted tennis courts, a parking lot and other improvements as a first step with additional courts being constructed later. The proposed tennis center will complement the public tennis courts located on nearby Ocean Beach Athletic Area, and the Manager recommends the proposed land use.

Legal access to the site has not been verified at this time. Access will be defined before City Council approval of an agreement is requested. If for some reason access cannot be provided, we will advise the Council.

The proposed direct negotiation with the San Diego Tennis Patrons is in accordance with the intent of and policy described in Council Policy Number 700-12, Disposition of City Property to Nonprofit Organizations.

Fiscal Impact: None by this action.

R-264921

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

LOCKWOOD/LOVELAND/WES

SIGNATURES:

ORIGINATING DEPT. HEAD

CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)



The City of San Diego

MANAGER'S REPORT

REPORT NO. 85-588

DATE ISSUED: November 22, 1985

ATTENTION: Committee on Public Facilities and Recreation,
Agenda of 11/27/85

SUBJECT: Junior Tennis Center for Ocean Beach

SUMMARY

Issue - Should the City Manager be authorized to negotiate exclusively with San Diego Tennis Patrons for the construction and operation of a Junior Tennis Center on the leaf shaped parcel in Ocean Beach? (see attached)

Manager's Recommendation - Authorize the Manager to negotiate with San Diego Tennis Patrons for the construction and operation of a Junior Tennis Center on the leaf shaped parcel in Ocean Beach.

Other Recommendations - None.

Fiscal Impact - None by this action.

BACKGROUND

The San Diego Tennis Patrons, a non-profit organization, has expressed a desire to construct and operate a tennis center for juniors on the leaf shaped parcel in Ocean Beach. They want to construct 10 lighted tennis courts, a parking lot and other improvements as a first step with additional courts being constructed later. The proposed tennis center will complement the public tennis courts located on nearby Ocean Beach Athletic Area, and the Manager recommends the proposed land use.

Legal access to the site has not been verified at this time. Access will be defined before City Council approval of an agreement is requested. If for some reason access cannot be provided, we will advise the Committee.

The proposed direct negotiation with the San Diego Tennis Patrons is in accordance with the intent of and policy described in Council Policy Number 700-12, Disposition of City Property to Nonprofit Organizations.

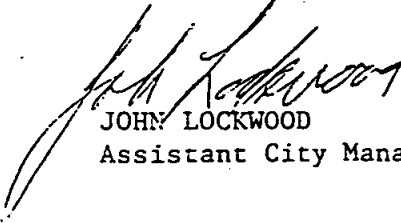
R-264921

-2-

ALTERNATIVE

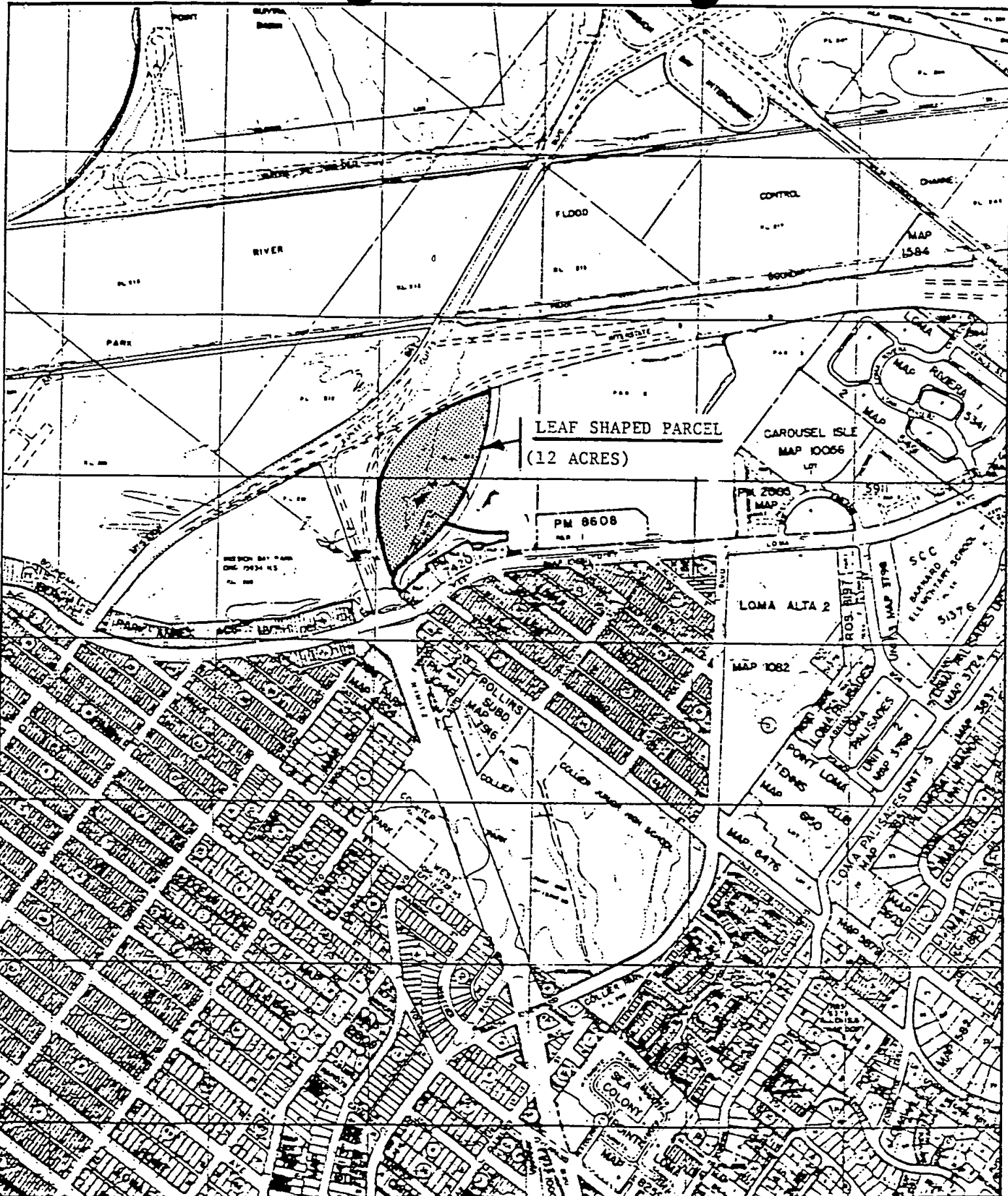
Direct the Manager to develop an RFP for commercial recreation use.

Respectfully submitted,



JOHN LOCKWOOD
Assistant City Manager

LOVELAND/WES



LOCATION MAP

COMMITTEE ACTION SHEET

COUNCIL DOCKET OF <u>125126</u>	SUPPLEMENTAL <u> </u>	ADOPTION <u> </u>	CONSENT <u> </u>
UNANIMOUS CONSENT <u> </u>			
RULES COMMITTEE CONSULTANT REVIEW <u>115</u>			

R- 86-1268 O-

REVIEWED X INITIATED BY PF:R ON NOV 27, 1985 ITEM # 9
RECOMMENDATION TO APPROVED THE CITY MANAGER REPORT
101 Dennis Center - C.B.
1

(If amended give the amendments)

DISTRICTS 2, 4, 5, AND VOTED YEA.

DISTRICT(S) AND VOTED NAY.

DISTRICT(S) 3 AND NOT PRESENT.

CITY CLERK: Please reference the following reports on the City Council docket:

CITY MANAGER REPORT NO. 85-588

COMMITTEE CONSULTANT ANALYSIS NO.

INTERGOVERNMENTAL RELATIONS REPORT NO.

PLANNING DEPARTMENT REPORT NO.

OTHER

Wm JST
COMMITTEE CONSULTANT

R- 264921



THE CITY OF

SAN DIEGO

EQUAL OPPORTUNITY PROGRAM FOR BUSINESSES CONTRACTING WITH THE CITY OF SAN DIEGO

The City Council is committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, to provide Equal Opportunity in all activities of the City and its agencies, including employment of individuals and firms which contract with the City.

— CITY COUNCIL POLICY 300-10
MAY 9, 1983

— CERTIFICATE OF COMPLIANCE — (PRINT OR TYPE)

Tennis Patrons Association of San Diego, Inc.

NAME OF BUSINESS

P. O. Box 83157

STREET ADDRESS

APT./STE. NO.

San Diego, CA 92138-3157 (619) 456-5364

CITY

STATE

ZIP

PHONE

Type of Business (please check one):

☐ Consultant/Professional Services

☐ Vendor

☐ Grantee

☒ Lessee

The objectives of the Equal Opportunity Program for businesses contracting with the City of San Diego, recorded with the City Clerk as approved on March 4, 1985, by City Council Resolution 262633, are to promote equality of opportunity and to prohibit discrimination in employment practices. The requirements of the Equal Opportunity Program apply to individuals, vendors, consultants, grantees, lessees, and banks contracting with the City of San Diego.

As an authorized official for the above named business, I hereby certify by the signature affixed below that said business will comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted as well as those requirements addressed by the City of San Diego's Equal Opportunity Program, recorded with the City Clerk as Document RR-262633.

Further, upon request by the City of San Diego, I will submit a current Workforce Analysis Form and, if required, an Equal Opportunity Plan which addresses the affirmative actions that will be taken by business to achieve the City's goals for the employment of minorities, women, and the handicapped.

Richard L. Kintz

Printed Name of Authorized Official

Signature of Authorized Official

Secretary

Title

Date

Mail to: City of San Diego
Equal Opportunity Program
1010 Second Avenue, Suite 1515
Mail Station 615A
San Diego, CA 92101



THE CITY OF

SAN DIEGO

OFFICE OF THE CITY MANAGER • EQUAL OPPORTUNITY ADMINISTRATION
1010 SECOND AVENUE • SUITE 1515 • SAN DIEGO, CALIFORNIA 92101

(619) 236-6945

EQUAL OPPORTUNITY PROGRAM FOR NON-CONSTRUCTION CONTRACTORS DOING BUSINESS WITH THE CITY OF SAN DIEGO

WORKFORCE ANALYSIS REPORT

THE EQUAL OPPORTUNITY PROGRAM FOR NON-CONSTRUCTION CONTRACTORS DOING BUSINESS WITH THE CITY OF SAN DIEGO, ESTABLISHED BY RESOLUTION R-262633, PROHIBITS DISCRIMINATION IN EMPLOYMENT AND REQUIRES COMPLIANCE BY CONTRACTORS DOING BUSINESS WITH THE CITY.

PLEASE COMPLETE ALL SECTIONS OF THIS FORM; NO OTHER FORMS WILL BE ACCEPTED IN LIEU OF THOSE CONTAINED HEREIN.

PART I

DESCRIPTION OF CONTRACTOR

TYPE OF CONTRACTOR: ☐ CONSULTANT ☐ GRANTEE ☒ LESSEE ☐ VENDOR

A. NAME OF COMPANY: Tennis Patrons Association of San Diego, Inc.

AKA/DBA: None

B. ADDRESS (CORPORATE HEADQUARTERS, WHERE APPLICABLE)

1110 Torrey Pines Road, Suite J, La Jolla, CA 92037

C. TELEPHONE NUMBER: (619) 456-5364

D. NAME OF COMPANY PRESIDENT: George Adams

E. ADDRESS(ES) OF COMPANY FACILITIES LOCATED IN SAN DIEGO COUNTY
(IF DIFFERENT FROM ABOVE):

N/A

- F. TYPE OF BUSINESS: Supervision and conducting of junior tennis
activities in San Diego County.
- G. THE COMPANY HAS APPOINTED: Richard L. Kintz

AS ITS EQUAL EMPLOYMENT OPPORTUNITY OFFICER (EEEO). THE EEEO HAS BEEN GIVEN THE AUTHORITY TO ESTABLISH, DISSEMINATE, AND ENFORCE THE EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICIES OF THIS COMPANY. THE EEEO MAY BE CONTACTED AT:

ADDRESS: c/o Brobeck, Phleger & Harrison, 550 West C Street, Suite 1300
San Diego, CA 92101

TELEPHONE NUMBER: (619) 699-0256

CONCERNING MATTERS RELATED TO ANY AFFIRMATIVE ACTION TAKEN BY THIS COMPANY TO INCREASE THE UTILIZATION OF MINORITIES AND WOMEN.

PART II

VERIFICATION OF WORK FORCE SIZE

The overall objective of the Equal Opportunity Program is to assure that contractors doing business with the City or receiving funds from the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, age, or national origin and that equal employment opportunity is provided to all applicants and employees without regard to race, religion, sex, handicap, age, or national origin.

The goal of this Equal Opportunity Program is to ensure that all contractors achieve parity in the representation of women, minorities, and the handicapped in each contractor's work force with the availability of women, minorities, and the handicapped in the San Diego County labor market.

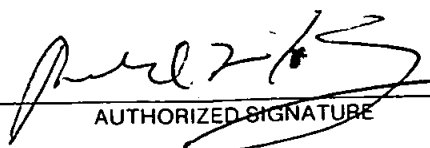
I, THE UNDERSIGNED REPRESENTATIVE OF

Tennis Patrons Association of San Diego, Inc.
(CONTRACTOR'S NAME AS INDICATED ON PAGE ONE)

HEREBY CERTIFY THAT THE FOREGOING DATA CONTAINED HERewith
IS TRUE AND CORRECT AND THAT THIS DOCUMENT WAS EXECUTED
ON THIS 5th DAY OF Dec, 1987, AT San Diego
CITY

San Diego
COUNTY

California
STATE


AUTHORIZED SIGNATURE

Richard L. Kintz
PRINTED OR TYPED NAME OF SIGNEE

PART III

WORK FORCE ANALYSIS FORM

INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY INDICATE THE NUMBER OF MALES AND FEMALES IN EACH ETHNIC GROUP THAT ARE EMPLOYED BY YOUR COMPANY. THEN, TOTAL EACH COLUMN IN THE SPACE PROVIDED. THE SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE.

THE FOLLOWING ETHNIC GROUPS WILL ALSO BE INCLUDED IN THE ETHNIC CATEGORIES LISTED BELOW:

1. BLACK, NEGRO, AFRO-AMERICAN, COLORED
2. HISPANIC, MEXICAN-AMERICAN, CHICANO, LATINO, PUERTO RICAN
3. ASIAN, PACIFIC ISLANDER, ORIENTAL
4. AMERICAN INDIAN, ESKIMO, NATIVE AMERICAN
5. FILIPINO
6. OTHER: CAUCASIAN AND OTHERS NOT FALLING INTO ONE OF THE DESIGNATED CATEGORIES.

OCCUPATIONAL CATEGORY*	(1) BLACK		(2) HISPANIC		(3) ASIAN		(4) AMERICAN INDIAN		(5) FILIPINO		(6) OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE, ADMINISTRATIVE AND MANAGERIAL	2											
PROFESSIONAL SPECIALTY												
TECHNICIANS AND RELATED SUPPORT												
SALES												
ADMINISTRATIVE SUPPORT												
SERVICES												
PRECISION PRODUCTION, CRAFT AND REPAIR												
MACHINE OPERATORS, ASSEMBLERS AND INSPECTORS												
TRANSPORTATION AND MATERIAL MOVING												
HANDLERS, EQUIPMENT CLEANERS, HELPERS AND LABORERS												
TOTALS FOR EACH COLUMN	2											

IN THE ROW BELOW PLEASE INDICATE BY GENDER AND ETHNIC CODE THE NUMBER OF THE ABOVE WORKFORCE WHICH ARE "HANDICAPPED."

HANDICAPPED												
-------------	--	--	--	--	--	--	--	--	--	--	--	--

*SEE INSERT SHEET FOR OCCUPATIONAL CATEGORY LIST, DEFINITION OF HANDICAPPED, AND THE CURRENT GOALS FOR THIS PROGRAM.

NOTES

(For City of San Diego use only)

FORM NO. 1402.92
(10/17/92)
ALTA OWNER'S POLICY
WESTERN REGIONAL EXCEPTIONS

ORDER NO. 1052642-2

RMF

SCHEDULE A

POLICY NO. 1052642-2

AMOUNT OF INSURANCE \$2,400,000.00

PREMIUM \$3,515.00

DATE OF POLICY: JULY 20, 1995 AT 3:31 P.M.

1. NAME OF INSURED:

SAN DIEGO TENNIS PATRONS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

LEASEHOLD CREATED BY THAT CERTAIN LEASE DATED JUNE 6, 1994, EXECUTED BY THE CITY OF SAN DIEGO, LESSOR, AND TENNIS PATRONS ASSOCIATION OF SAN DIEGO, INC. NOW KNOWN AS SAN DIEGO TENNIS PATRONS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, LESSEE, A MEMORANDUM OF SAID LEASE RECORDED MARCH 2, 1995 AS FILE NO. 1995-0090250 AND JULY 20, 1995 AS FILE NO. 1995-0309701, BOTH OF OFFICIAL RECORDS.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

SAN DIEGO TENNIS PATRONS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "1" ATTACHED HERETO

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART ONE:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, CLAIMS OF EASEMENT OR ENCUMBRANCES WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.
6. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL THERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND; NOT SHOWN BY THE PUBLIC RECORDS.

PART TWO:

1. THE LIEN OF SUPPLEMENTAL TAXES OR ASSESSMENTS, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND ANY OTHER APPLICABLE STATUTES OF THE CALIFORNIA REVENUE AND TAXATION CODE.
2. THE TRUST FOR THE USES AND PURPOSES AND UPON THE EXPRESS CONDITIONS AS PROVIDED IN AN ACT OF LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142 AND THE RIGHTS THEREIN RESERVED TO THE PEOPLE OF THE STATE OF CALIFORNIA.

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

3. AN EASEMENT FOR ROADWAYS, HIGHWAYS AND PARKWAYS AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF SAN DIEGO, RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

4. AN EASEMENT FOR SEWERS AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF SAN DIEGO, RECORDED JANUARY 24, 1952 IN BOOK 4352, PAGE 9 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

ACROSS LOT "B" OF SAID LOMA ALTA NO. 2, AND A PORTION OF THE NORTHERLY HALF OF SOUTHEAST QUARTER OF SAID PUEBLO LOT 212; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST POINT LOMA BOULEVARD, AND THE SOUTHEASTERLY LINE OF THE NORTHERLY ONE-HALF OF THE NORTHEASTERLY ONE-QUARTER OF THE SOUTHEASTERLY ONE-QUARTER OF SAID PUEBLO LOT 212; THENCE NORTH $36^{\circ}12'22''$ EAST ALONG SAID SOUTHEASTERLY LINE OF THE NORTHERLY ONE-HALF OF THE NORTHEASTERLY ONE-QUARTER OF THE SOUTHEASTERLY ONE-QUARTER OF PUEBLO LOT 212, A DISTANCE OF 73.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $84^{\circ}47'$ WEST A DISTANCE OF 166.26 FEET TO AN ANGLE POINT; THENCE SOUTH $86^{\circ}08'$ WEST A DISTANCE OF 500.09 FEET TO AN ANGLE POINT; THENCE NORTH $87^{\circ}12'30''$ WEST A DISTANCE OF 620.05 FEET.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

5. AN EASEMENT FOR A LINE OF PIPE FOR THE TRANSMISSION AND DISTRIBUTION OF GAS AND INCIDENTAL PURPOSES IN FAVOR OF SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 22, 1961 AS FILE NO. 87938 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.0 FEET IN WIDTH, BEING 5.0 FEET MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

FORM NO. 1402.92
(10/17/92)

ORDER NO. 1052642-2

**ALTA OWNER'S POLICY
WESTERN REGIONAL EXCEPTIONS**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 58 IN BLOCK 28 OF OCEAN BEACH PARK ANNEX, ACCORDING TO MAP THEREOF NO. 1217, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE SOUTH 16°15' EAST, ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE THEREOF 7.0 FEET; THENCE NORTH 73°45' EAST, ALONG A LINE PARALLEL WITH AND 7.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF SAID BLOCK 28, AND ITS EASTERLY PROLONGATION, A DISTANCE OF 497.78 FEET TO A POINT, WHICH SAID POINT IS THE TRUE POINT OF BEGINNING OF THE EASEMENT AND RIGHT OF WAY HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 21°36'45" WEST 343.1 FEET; THENCE SOUTH 68°23'15" WEST 52.37 FEET; THENCE NORTH 18°50'45" WEST 97.63 FEET; THENCE NORTH 14°51'15" WEST 100.0 FEET; THENCE NORTH 9°45' WEST 100.0 FEET; THENCE NORTH 2°23' WEST 100.0 FEET; THENCE NORTH 4°56'50" EAST 100.0 FEET; THENCE NORTH 11°57'50" EAST 100.0 FEET; THENCE NORTH 18°53' EAST 100.0 FEET; THENCE NORTH 24°16'10" EAST 100.0 FEET; THENCE NORTH 28°03'10" EAST 130.0 FEET; THENCE NORTH 46°56'50" WEST 53.83 FEET; THENCE NORTH 38°07'55" EAST 231.71 FEET; THENCE NORTH 48°52'05" WEST 61.74 FEET; THENCE NORTH 34°16'55" EAST 435.99 FEET; THENCE NORTH 29°27'45" EAST, 1,148.31 FEET; THENCE NORTH 25°13'15" WEST 228.38 FEET; THENCE NORTH 37°02'55" EAST 66.42 FEET; THENCE NORTH 29°27'25" EAST 274.01 FEET; THENCE NORTH 26°03'25" EAST 100.0 FEET; THENCE NORTH 19°02'25" EAST 100.0 FEET; THENCE NORTH 11°56'40" EAST 100.0 FEET; THENCE NORTH 4°57'40" EAST 100.0 FEET; THENCE NORTH 2°01'20" WEST 100.0 FEET; THENCE NORTH 9°07'10" WEST 100.0 FEET; THENCE NORTH 19°29'10" WEST 200.0 FEET; THENCE NORTH 30°22'10" WEST 100.0 FEET; THENCE NORTH 37°05'25" WEST 100.0 FEET; THENCE NORTH 44°00'25" WEST 100.0 FEET; THENCE NORTH 51°07'25" WEST 100.0 FEET; THENCE NORTH 58°14'40" WEST 100.0 FEET; THENCE NORTH 64°01'40" WEST 71.47 FEET; THENCE NORTH 66°36'40" WEST 2,065.74 FEET.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

6. AN EASEMENT FOR A PUBLIC SEWER AND APPURTENANCES THERETO AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF SAN DIEGO, RECORDED OCTOBER 14, 1963 AS FILE NO. 183611 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

FORM NO. 1402.92
(10/17/92)

ORDER NO. 1052642-2

**ALTA OWNER'S POLICY
WESTERN REGIONAL EXCEPTIONS**

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AS MISCELLANEOUS MAP NO. 36; AND PORTIONS OF LOT A AND BLOCK 32 OF LOMA ALTA NO. 2, ACCORDING TO MAP NO. 1082 FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907; BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST POINT LOMA BOULEVARD (AS DEDICATED AND ESTABLISHED ON SAID MAP NO. 1082) WITH THE SOUTHEASTERLY LINE PUEBLO LOT 212; THENCE NORTH 36°08'00" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 73.49 FEET; THENCE SOUTH 84°47'00" WEST, A DISTANCE OF 166.26 FEET; THENCE SOUTH 86°08'00" WEST A DISTANCE OF 500.09 FEET TO A TRUE POINT OF BEGINNING; THENCE NORTH 87°12'30" WEST A DISTANCE OF 620.05 FEET; THENCE NORTH 84°26'00" WEST A DISTANCE OF 140.33 FEET TO A TERMINUS.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE WESTERLY IN THE ARC OF 1140.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A RADIAL BEARING SOUTH 30°14'57" EAST TO SAID TERMINUS.

EXCEPTING THEREFROM ALL THAT PORTION OF LOT B OF LOMA ALTA NO. 2, ACCORDING TO SAID MAP NO. 1082.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

7. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF INGRESS OR EGRESS TO OR FROM THE HIGHWAY CONTIGUOUS THERETO, ADJACENT THERETO, SAID RIGHTS HAVING BEEN RELINQUISHED BY DEED RECORDED APRIL 18, 1968 AS FILE NO. 64756 OF OFFICIAL RECORDS.
8. AN EASEMENT FOR DRAIN AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF SAN DIEGO, RECORDED MAY 2, 1978 AS FILE NO. 78-177365 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 12389.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

9. AN EASEMENT FOR SEWER MAINS AND APPURTENANCES AND INCIDENTAL PURPOSES IN FAVOR OF THE WHITNEY DEVELOPMENT CO. AND JACK G/HELEN WHITNEY, RECORDED APRIL 22, 1980 AS FILE NO. 80-136597 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT A LOMA ALTA NO. 2, I THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING WITHIN A 12.00 FOOT STRIP OF LAND LYING 6.00 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 7420, BEING A POINT IN THE ARC OF A 1,079.94 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 21°11'03" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°21'25" A DISTANCE OF 6.73 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE, A RADIAL LINE TO SAID POINT BEARS NORTH 21°32'28" WEST; THENCE NORTH 5°32'25" EAST, 34.15 FEET.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

10. COVENANTS, CONDITIONS AND RESTRICTIONS, BUT DELETING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, IN AN INSTRUMENT RECORDED NOVEMBER 5, 1981 AS FILE NO. 81-351719 OF OFFICIAL RECORDS.

11. AN AGREEMENT REGARDING IMPOSING RESTRICTIONS ON REAL PROPERTY, DATED NOVEMBER 19, 1982, UPON THE TERMS, COVENANTS, AND CONDITIONS CONTAINED THEREIN.

EXECUTED BY AND BETWEEN: LINCOLN PROPERTY COMPANY NO. 409 LTD. AND THE CALIFORNIA COASTAL COMMISSION.

RECORDED: DECEMBER 22, 1982 AS FILE NO. 82-391795 OF OFFICIAL RECORDS.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

12. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL PRINCIPAL SUM OF \$18,300,000.00, AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED DECEMBER 30, 1982 AS FILE NO. 82-401679 OF OFFICIAL RECORDS.

DATED: DECEMBER 1, 1982

TRUSTOR: LINCOLN MARINERS ASSOCIATES LIMITED, A CALIFORNIA LIMITED PARTNERSHIP

TRUSTEE: TITLE INSURANCE AND TRUST COMPANY

BENEFICIARY: SECURITY PACIFIC NATIONAL BANK, AS TRUSTEE

AFFECTS PARCEL D.

13. AN EASEMENT FOR DRAINAGE FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF SAN DIEGO, RECORDED FEBRUARY 18, 1983 AS FILE NO. 83-053518 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCELS 1, 2 AND 3 OF SAID PARCEL MAP NO. 12389 LYING WITHIN A 40.00 FOOT STRIP OF LAND LYING 20.00 FEET EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL MAP NO. 12389, THENCE ALONG THE EASTERLY LINE THEREOF, NORTH 5°03'36" WEST, 20.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 84°59'18" WEST, 277.10 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°11'36" A DISTANCE OF 262.81 FEET; THENCE TANGENT TO SAID CURVE, NORTH 44°49'06" WEST, 49.67 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°59'09", A DISTANCE OF 47.05 FEET; THENCE TANGENT TO SAID CURVE, NORTH 53°48'15" WEST, 71.92 FEET; THENCE SOUTH 84°56'24" WEST, 631.64 FEET; THENCE SOUTH 40°45'36" WEST, 104.79 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°36'55", A DISTANCE OF 176.68 FEET; THENCE TANGENT TO SAID CURVE, NORTH 88°37'30" WEST, 186.53 FEET; THENCE SOUTH 61°30'07" WEST, 530.00 FEET; THENCE SOUTH 72°51'27" WEST, 4.17 FEET. THE SIDELINES OF SAID 40.00 FOOT STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED SO AS TO TERMINATE EASTERLY IN THE EASTERLY LINE OF SAID PARCEL MAP NO. 12389, AND WESTERLY IN THE EASTERLY RIGHT OF WAY LINE OF NIMITZ BOULEVARD.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

14. AN EASEMENT FOR UNDERGROUND FACILITIES AND APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, PIPELINES, COMMUNICATION FACILITIES, AND APPURTENANCES, AND GRANTEE ALSO HAS THE RIGHT OF INGRESS AND EGRESS, TO, FROM AND ALONG THIS EASEMENT AND INCIDENTAL PURPOSES IN FAVOR OF SAN DIEGO GAS AND ELECTRIC COMPANY, A CORPORATION, RECORDED MARCH 31, 1983 AS FILE NO. 83-102656 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

SAID EASEMENT SHALL BE A STRIP OF LAND INCLUDING ALL OF THE AREA LYING BETWEEN THE EXTERIOR SIDELINES, WHICH SIDELINES SHALL BE 3 FEET, MEASURED AT RIGHT ANGLES, ON EACH EXTERIOR SIDE OF EACH AND EVERY FACILITY INSTALLED WITHIN SAID PROPERTY ON OR BEFORE MARCH 1, 1985.

THE ROUTE OR LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM THE RECORD.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

AFFECTS PARCEL D.

15. AN EASEMENT FOR A SEWER MAIN AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, RECORDED APRIL 11, 1985 AS FILE NO. 85-124716 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 12389, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS, BEING A 20-FOOT WIDE STRIP OF LAND LYING CONTIGUOUS WITH, ADJACENT TO, AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 84°56'24" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, BEING ALSO THE NORTHERLY LINE OF WEST POINT LOMA BOULEVARD, 80-FOET WIDE AS LOCATED AND ESTABLISHED AS OF THE DATE OF THIS INSTRUMENT, A DISTANCE OF 79.66 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED:

THENCE NORTH 37°09'33" WEST, 72.17 FEET TO THE BEGINNING OF A TANGENT 100-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°03'14", AN ARC DISTANCE OF 71.65 FEET TO A TERMINATION IN THE WESTERLY LINE OF SAID PARCEL 2.

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

THE SOUTHWESTERLY LINE OF THE ABOVE-DESCRIBED 20-FOOT WIDE STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE NORTHWESTERLY IN SAID WESTERLY LINE OF PARCEL 2, AND SOUTHERLY IN SAID SOUTHERLY LINE OF PARCEL 2.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

AFFECTS PARCEL D.

16. AN EASEMENT FOR A PUBLIC SEWER MAIN AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF SAN DIEGO, RECORDED AUGUST 12, 1987 AS FILE NO. 87-455097 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20.00 FEET WIDE ACROSS THAT PORTION OF PARCEL 1, PARCEL MAP NO. 12389, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982, RECORDER'S FILE NO. 82-325813 OF OFFICIAL RECORDS, THAT PORTION OF LOT A, LOMA ALTA 2, MAP NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, AND THOSE PORTIONS OF PUEBLO LOTS 205 AND 212 OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND KNOWN AS MISCELLANEOUS MAP NO. 36, ALL LYING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID STRIP LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

SECTION ONE

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, PARCEL MAP NO. 12389; THENCE NORTH 08°42'24" WEST, 113.11 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL 2 AND THE BEGINNING OF A 90-FOOT TANGENT RADIUS CURVE, CONCAVE SOUTHERLY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 24.59 FEET THROUGH A CENTRAL ANGLE OF 15°39'37"; THENCE SOUTH 88°31'32" WEST 407.90 FEET TO THE BEGINNING OF A 578.74 FOOT TANGENT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG THE ARC OF SAID CURVE 71.91 FEET THROUGH A CENTRAL ANGLE OF 07°07'08"; THENCE NORTH 84°21'20" WEST, 234.03 FEET; THENCE NORTH 84°41'25" WEST, 73.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NIMITZ BOULEVARD AS LOCATED AND ESTABLISHED AS OF THE DATE OF THIS INSTRUMENT, TO BE KNOWN AS POINT "A" FOR PURPOSES OF THIS LEGAL DESCRIPTION AND THE POINT OF TERMINUS OF SECTION ONE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN THE EASTERLY LINE OF NIMITZ BOULEVARD AND EASTERLY IN THE WESTERLY LINE OF PARCEL 2.

FORM NO. 1402.92
(10/17/92)

ORDER NO. 1052642-2

ALTA OWNER'S POLICY
WESTERN REGIONAL EXCEPTIONS

SECTION TWO

BEGINNING AT POINT "A" AS DESCRIBED IN THE ABOVE DESCRIPTION, CONTINUING WESTERLY ALONG THE ABOVE-DESCRIBED CENTER LINE, NORTH $84^{\circ}41'25''$ WEST, 237.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NIMITZ BOULEVARD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $84^{\circ}41'25''$ WEST, 717.66 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SUNSET CLIFFS BOULEVARD AS LOCATED AND ESTABLISHED AS OF THE DATE OF THIS INSTRUMENT, SAID POINT TO BE KNOWN AS POINT "B" FOR PURPOSES OF THIS LEGAL DESCRIPTION, AND THE POINT OF TERMINUS OF SECTION TWO.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN THE SOUTHEASTERLY LINE OF SUNSET CLIFFS BOULEVARD AND EASTERLY IN THE EASTERLY LINE OF NIMITZ BOULEVARD.

SECTION THREE

BEGINNING AT POINT "B" AS DESCRIBED IN THE SECTION TWO DESCRIPTION, CONTINUING WESTERLY ALONG THE ABOVE-DESCRIBED CENTER LINE, NORTH $84^{\circ}41'25''$ WEST, 176.64 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SUNSET CLIFFS BOULEVARD, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE $84^{\circ}41'25''$ WEST, 131.75 FEET; THENCE NORTH $84^{\circ}21'42''$ WEST, 300.05 FEET TO THE BEGINNING OF A 899.86 FOOT TANGENT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG THE ARC OF SAID CURVE 71.96 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}34'55''$; THENCE NORTH $79^{\circ}46'47''$ WEST, 278.72 FEET; THENCE NORTH $77^{\circ}55'04''$ WEST 457.92 FEET TO THE BEGINNING OF A 236.40 FOOT TANGENT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE 153.18 FEET THROUGH A CENTRAL ANGLE OF $37^{\circ}07'38''$; THENCE SOUTH $64^{\circ}55'00''$ WEST, 24.3 FEET TO A POINT AT THE TERMINUS OF AN EXISTING 20 FOOT SEWER EASEMENT PER DRAWING 6383L, SAID POINT BEING THE TERMINUS OF SECTION THREE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN THE EASTERLY TERMINUS OF EXISTING 20 FOOT SEWER EASEMENT AND EASTERLY IN THE NORTHWESTERLY LINE OF SUNSET CLIFFS BOULEVARD.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

17. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN CONDITIONAL USE PERMIT NO. 88-1259, AS DISCLOSED BY INSTRUMENT RECORDED JANUARY 27, 1992 AS FILE NO. 1992-0042988 OF OFFICIAL RECORDS.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

FORM NO. 1402.92

ORDER NO. 1052642-2

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

18. ANY EASEMENTS AND/OR SERVITUDES APPEARING IN THE PUBLIC RECORDS.
AFFECTS: EASEMENT PARCEL D.
19. THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN CONDITIONAL USE PERMIT NO. 88-1259, AS DISCLOSED BY INSTRUMENT RECORDED JUNE 11, 1993 AS FILE NO. 1993-0370358 OF OFFICIAL RECORDS.
20. AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND SAN DIEGO TENNIS PATRONS, OWNER, RECORDED OCTOBER 6, 1994 AS FILE NO. 1994-0590812 OF OFFICIAL RECORDS, RELATING TO THE INSTALLATION, MAINTENANCE AND POSSIBLE REMOVAL OF A PRIVATE 24" P.V.C. STORM DRAIN, SUBJECT TO THE TERMS, COVENANTS AND CONDITIONS CONTAINED THEREIN.

FORM NO. 1402.92
(10/17/92)
ALTA OWNER'S POLICY
WESTERN REGIONAL EXCEPTIONS

ORDER NO. 1052642-2

EXHIBIT "1"

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 12389 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982.

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY - FORMERLY FALSE BAY - AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870 A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, KNOWN AND REFERRED TO AS MISCELLANEOUS MAP NO. 36 TOGETHER WITH A PORTION OF LOT A OF LOMA ALTA 2 ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 206; THENCE NORTH $53^{\circ}53'52''$ WEST A DISTANCE OF 15.01 FEET TO A POINT ON A 1061.90 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $51^{\circ}34'20''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}17'55''$ AN ARC LENGTH OF 5.53 FEET TO A POINT ALONG THE ARC OF SAID CURVE, A RADIAL OF WHICH BEARS NORTH $51^{\circ}16'25''$ WEST; THENCE NORTH $21^{\circ}14'13''$ WEST A DISTANCE OF 195.11 FEET TO THE TRUE POINT OF BEGINNING.

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

THENCE CONTINUING NORTH 21°14'13" WEST A DISTANCE OF 33.98 FEET TO THE BEGINNING OF A 1509.09 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°08'02" AN ARC LENGTH OF 187.90 FEET TO THE BEGINNING OF A COMPOUND 708.89 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'33" AN ARC LENGTH OF 254.78 FEET TO THE BEGINNING OF A COMPOUND 519.98 FOOT (520.00') RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT AS SHOWN ON THAT CERTAIN CALIFORNIA DIVISION OF HIGHWAYS STATE ROUTE MAP NO. 11-SD-109 DATED FEBRUARY 19, 1970 AND ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°37'48" AN ARC LENGTH OF 486.71 FEET (486.72') TO POINT OF NON-TANGENCY;

THENCE NORTH 58°45'29" EAST (NORTH 59°16'54" EAST) A DISTANCE OF 280.11 FEET TO A NON-TANGENT 1914.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THE RADIAL LINE TO SAID POINT BEARS NORTH 30°00'46" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 281.15 FEET TO AN INTERSECTION WITH A NON-TANGENT 340.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH 65°14'37" EAST, SAID POINT AS SHOWN ON PARCEL MAP NO. 12389 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1982; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP AND ALONG THE ARC OF SAID 340.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 15°53'35" (15°52'45") AN ARC LENGTH OF 94.33 FEET (94.23'); THENCE SOUTH 8°51'48" EAST A DISTANCE OF 124.72 FEET (SOUTH 8°52'59" EAST 124.63') TO THE BEGINNING OF A 562.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°12'50" (52°13'52") AN ARC LENGTH OF 512.61 FEET (512.78') TO THE BEGINNING OF A COMPOUND 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'00" AN ARC LENGTH OF 521.56 FEET TO A POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°54'10" (60°55'30") AN ARC LENGTH OF 212.59 FEET (212.67') TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING WITHIN THE NATURAL BOUNDARIES OF MISSION BAY - FORMERLY FALSE BAY - ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFOR, AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.

FORM NO. 1402.92

ORDER NO. 1052642-2

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

PARCEL C:

THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36 AND THAT PORTION OF LOT A OF LOMA ALTA NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, LYING ABOVE THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY AND LYING NORTHERLY, NORTHWESTERLY AND WESTERLY OF EXTERIOR BOUNDARY LINE OF PARCEL 1 OF PARCEL MAP NO. 12389 AS SHOWN BY PARCEL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS AND LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE NORTH 38°20'28" WEST, 40.00 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF MISSION BAY AS ESTABLISHED BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS AND THE TERMINATION OF SAID LINE.

THE ABOVE DESCRIBED PROPERTY WAS FORMERLY A PORTION OF ONE OF THE 80.00 FOOT STRIPS OF LAND CONVEYED TO THE CITY OF SAN DIEGO AND DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROADWAYS, HIGHWAYS AND PARKWAYS BY THAT JUDGMENT AND DECREE UNDER SUPERIOR COURT CASE NO. 84864 AND RECORDED MAY 19, 1941 IN BOOK 1176, PAGE 263 OF OFFICIAL RECORDS, AND WAS VACATED AND CLOSED TO PUBLIC USE BY THE COUNCIL OF THE CITY OF SAN DIEGO JULY 24, 1962 BY RESOLUTION NO. 171857, A CERTIFIED COPY OF WHICH WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1962 AS FILE NO. 129467 OF OFFICIAL RECORDS.

FORM NO. 1402.92

ORDER NO. 1052642-2

(10/17/92)

ALTA OWNER'S POLICY

WESTERN REGIONAL EXCEPTIONS

PARCEL D:

AN EASEMENT AND RIGHT OF WAY FOR ACCESS PURPOSES OVER, ALONG AND ACROSS THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 12389, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982 AS FILE NO. 82-325813 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 8608, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 6, 1979 AS FILE NO. 79-141958 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 05°03'36" EAST A DISTANCE OF 18.00 FEET TO A CORNER OF THE SOUTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 12389; THENCE ALONG SAID SOUTHERLY LINE; SOUTH 84°56'24" WEST A DISTANCE OF 39.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 84°56'24" WEST A DISTANCE OF 75.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH, 05°03'36" WEST A DISTANCE OF 75.89 FEET; THENCE SOUTH 84°56'24" WEST A DISTANCE OF 57.97 FEET TO AN ANGLE POINT IN THE BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 12389; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1, NORTH 08°42'24" WEST A DISTANCE OF 35.65 FEET; THENCE LEAVING SAID PARCEL 1, NORTH 84°56'24" EAST A DISTANCE OF 135.23 FEET; THENCE SOUTH 05°03'36" EAST A DISTANCE OF 111.47 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT IS HEREBY DECLARED TO BE APPURTENANT TO AND FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF ALL OR ANY PORTION OF PARCELS A AND B HEREINABOVE DESCRIBED.

ENDORSEMENT

Attached to Policy No. 1052642-2

Issued By

First American Title Insurance Company

The Company hereby insures the insured against loss which the insured shall sustain by reason of the use of the land as described in the lease referred to Paragraph 3 of Schedule A, being a violation of the provisions of the Trust referred to in Paragraph 2 of Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BY: Mary McCormick
AUTHORIZED SIGNATORY



FA SPECIAL

ENDORSEMENT

Attached to Policy No. 1052642-2

Issued By

First American Title Insurance Company

The policy is amended in the following particulars:

- A. Paragraph 1 of the conditions and stipulations is amended by adding a subparagraph (h), as follows:
 - (h) "Leasehold Estate": The right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the Lease which limit the right of possession.
- B. Paragraphs 14, 15, 16 and 17 of the conditions and stipulations are renumbered as paragraphs 16, 17, 18 and 19.
- C. The conditions and stipulations are amended by adding paragraphs 14 and 15, as follows:

14. Valuation of estate or interest insured

If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by this policy, the value shall consist of the then present worth of the excess, if any, of the fair market rental value of the estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A herein then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the lease, over the value of the rent and other consideration required to be paid under the lease for the same period.

15. Miscellaneous items of loss

In the event the insured is evicted from possession of all or a part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

- (a) The reasonable cost of removing and relocating any personal property which the insured has the right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of that personal property for the initial twenty-five miles incurred in connection with the relocation, and the reasonable cost of repairing the personal property damaged by reason of the removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which the property is affixed.

- (b) Rent or damages for use and occupancy of the land prior to the eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- (c) The amount of rent which, by the terms of the Lease, the insured must continue to pay to the lessor after eviction for the land, or part thereof, from which the insured has been evicted.
- (d) The fair market value, at the time of the eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of the eviction.
- (e) Damages which the insured may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land caused by the eviction.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BY: *Mary McCormick*
AUTHORIZED SIGNATORY



ALTA Leasehold Owners Policy (1987 Form and later)
F.A. Form 16.1 (Effective 6/1/87)

2

ENDORSEMENT

Attached to Policy No. 1052642-2

Issued By

First American Title Insurance Company

The Company assures the insured that the land described in Exhibit 1 are contiguous to each other.

The Company hereby insures the insured against loss which the insured shall sustain in the event that the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BY: Mary McCormick
AUTHORIZED SIGNATORY



CLTA Form 116.4 (Rev. 9-10-93)
Alta or Clta-Owner or Lender

441-09 449-86

PARCEL MAP NO. 12389

SHEET 2 OF 3 SHEETS

DATA TABLE				
NO.	A or Bearing	Radius	Length	Record
(1)	5°01'30"	943.70'	516.1'	
(2)	N. 6°45'25" W.		96.00'	N. 8°40'30" W. (R)
(3)	7°43'36"	1039.90'	141.65'	
(4)	N. 16°31'30" W.		149.6'	N. 10°21'35" W. (R)
(5)	4°41'27"	1030.66'	26.70'	
(6)	N. 21°12'47" W. (R)		21.10'	N. 21°11'05" W. (R)
(7)	13°30'17"	1072.96'	274.15'	
(8)	N. 36°31'06" W.		19.25'	N. 36°49'20" W. (R)
(9)	10°36'40"	1060.69'	202.65'	
(10)	N. 67°47'54" N. (R)		1.21'	N. 67°46'00" W. (R)
(11)	3°27'27"	1061.90'	64.71'	
(12)	N. 6°42'25" W. (R)		39.69'	
(13)	3.64°36'25" W.		10.76'	
(14)	36°45'07"	16700'	183.12'	
(15)	N. 36°20'28" W.		68.28'	

DATA TABLE					
NO.	A or Bearing	Radius	Length	NO.	A or Bearing
(16)	3.64°36'25" W.		284.40'	(31)	120°03'11"
(17)	N. 1°26'28" E.		159.11'	(32)	15°27'00"
(18)	N. 6°26'58" E.		115.15'	(33)	10°31'24"
(19)	N. 1°34'35" E.		130.08'	(34)	11°35'22"
(20)	N. 4°08'05" W.		166.43'	(35)	5°03'12"
(21)	N. 6°42'35" E.		102.70'	(36)	4°35'36"
(22)	N. 8°44'59" E.		115.11'	(37)	8°25'19"
(23)	N. 36°06'33" E.		174.63'	(38)	1°11'59"
(24)	N. 41°17'43" E.		98.49'	(39)	N. 53°00'35" W.
(25)	68°41'46"	70.00'	83.73'	(40)	N. 36°07'08" E.
(26)	N. 27°24'03" W.		77.80'	(41)	5.53°36'23" W.
(27)	N. 12°57'27" W.		116.12'		
(28)	27°10'00"	1140.00'	540.93'		
(29)	1°35'14"	1061.90'	29.42'		
(30)	1°54'15"	1061.90'	35.29'		

