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CITY OF SAN DIEGO
FLAT RATE LEASE

BY AND BETWEEN

THE CITY OF SAN DIEGO,
A CALIFORNIA MUNICIPAL CORPORATION

AND

SAN DIEGO UNIFIED SCHOOL DISTRICT A BODY CORPORATE AND POLITIC AND A SCHOOL DISTRICT ORGANIZED UNDER THE EDUCATION CODE OF THE STATE OF CALIFORNIA

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H. 3.
10/12/2021

#SV19-0774-99

CITY OF SAN DIEGO
FLAT RATE LEASE

THIS CITY OF SAN DIEGO FLAT RATE LEASE ("Lease") is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY") and **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a body corporate and politic and a school district organized under the Education Code of the State of California ("DISTRICT"), to be effective as of October 5, 2021 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

RECITALS

A. CITY and DISTRICT entered into that certain Agreement for Lease of San Diego High School Property and Balboa Stadium ("Current Lease"), dated May 9, 1974, and filed in the Office of the San Diego City Clerk as Document No. 747335, for the Premises (as defined in Section 1.1 below) commonly known as San Diego High School and Balboa Stadium.

B. CITY, DISTRICT, and SAN DIEGO COMMUNITY COLLEGE DISTRICT entered into that certain Stadium Operating Agreement ("Stadium Agreement"), dated as of February 9, 1987, filed in the Office of the City Clerk as Document No. RR-267647, to engage in cooperative activities designed to provide recreation for the benefit of the residents of the City, the School District and the College District, to maintain the Balboa Stadium track, and for community access to equitable use of Balboa Stadium.

C. The Current Lease and the Stadium Agreement expire on May 22, 2024. DISTRICT has requested a new ground lease of the Premises with a lease term of ninety-nine (99) years for the use of the San Diego High School as a public high school for educational, cultural, recreational, and civic programs and activities and the use of the Balboa Stadium for park and recreation purposes, including those recreation uses related to DISTRICT's curricular and extra-curricular programs, pursuant to Charter section 55. The parties intend that this Lease will be effective as of the Effective Date, but that the Term (as defined below) will not commence until May 23, 2024 at 12:00.01 a.m., immediately after expiration of the Current Lease.

D. The Premises is dedicated parkland, subject to San Diego Charter section 55, which prohibits use of the property for any but park or recreation purposes unless that changed use is approved by two-thirds of the City's voters.

E. On November 8, 2016, 77.92% of the City's voters adopted Measure I to amend San Diego Charter section 55 to authorize the City Council, without a vote of the people, to lease the dedicated park property as described in Measure I in Balboa Park currently used for San Diego High School to DISTRICT for educational, cultural, recreational, and civic programs and activities, provided that such property is used for a public high school.

F. Under the Current Lease, ownership of the improvements at the Premises, including multiple school buildings, a football/track stadium, a baseball field, and two asphalt paved parking areas

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SAN DIEGO, CALIFORNIA

("Improvements") transfers from the DISTRICT to the CITY upon termination or expiration of the Current Lease. During the term of this Lease, DISTRICT shall own the Improvements as well as any other improvements constructed or installed by DISTRICT on the Premises.

G. DISTRICT anticipates that it will provide approximately $30,000,000 in maintenance and upgrades to the existing Improvements after the Effective Date of this Lease; the nature and scope of such maintenance and upgrades is generally described in Exhibit D and is more fully set forth in the San Diego High School Whole Site Modernization and Long Range Facilities Master Plan adopted by the DISTRICT's Board of Education on May 25, 2021 (San Diego High School WSM and LRFMP).

H. DISTRICT's Board of Education has analyzed the environmental consequences of the San Diego High School WSM and LRFMP, including the Lease, consistent with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000 et seq. The DISTRICT certified an Environmental Impact Report on May 25, 2021 ("Final EIR"). A Notice of Determination was filed on June 3, 2021.

I. CITY adopted a resolution making findings with respect to the Final EIR as a responsible agency in accordance with CEQA on October 5, 2021.

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

1. **PREMISES; USES**

1.1 Leased Premises. CITY leases to DISTRICT and DISTRICT leases from CITY all of that CITY-owned real property located at 1405 Park Boulevard, San Diego, California 92101, known as "San Diego High School" and "Balboa Stadium" (collectively the "Premises") and more particularly described in **Exhibit A: Legal Description of Premises**, **Exhibit B: Legal Tract Map**, and as depicted in **Exhibit C: Aerial Map of the Premises**, all attached hereto.

1.2 Allowed Uses. DISTRICT may use the San Diego High School portion of the Premises solely and exclusively for the purposes of operating a public high school, and for educational, cultural, recreational, and civic programs and activities and the Balboa Stadium portion of the Premises for park and recreation purposes pursuant to Charter section 55 (collectively the "Allowed Uses"), which recreational purposes, including those recreation uses related to DISTRICT's curricular and extra-curricular programs.

(a) DISTRICT agrees to schedule public recreational and cultural events that involve the use of the Premises or the Improvements pursuant to the California Civic Center Act (Education Code section 38130 et seq., as amended from time to time).

(b) In regard to the use of the Balboa Stadium portion of the Premises, DISTRICT shall from time to time, establish appropriate fee schedules for various uses of the Balboa Stadium (Parcel C) portion of the Premises, as

described in Exhibit A and shown on Exhibit B, and shall operate Balboa Stadium consistent with the Stadium Agreement until such agreement expires or is terminated by the mutual agreement of all parties thereto. CITY hereby agrees that DISTRICT shall have the right to make such use of the Balboa Stadium portion of the Premises as would be in the best interests of the public, which shall include the right to raze, remodel, rebuild or restructure stadium; provided, however, that the Balboa Stadium portion of the Premises shall continue to be used only for park and/or recreational purposes, including the DISTRICT's physical education and sports programs; and provided further, however, that no new stadium structure, the cost of which exceeds the amount of $125,000, shall be built without the prior written approval of the CITY. In no event shall DISTRICT permit the use of the Balboa Stadium portion of the Premises by any professional sports franchise without the prior approval of the CITY as expressed by a resolution of City Council.

(c) "Redevelopment Plan" means the redevelopment plan approved by CITY, in its sole discretion, which discretion shall not be unreasonably withheld, and summarized in **Exhibit D: Planned Future Improvements** attached hereto.

1.3 Superior Interests. This Lease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights-of-way pertaining to the Premises, whether or not of record. DISTRICT shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow DISTRICT's redevelopment and use of the Premises, relative to any such superior interest. If DISTRICT's use of the Premises is or becomes inconsistent or incompatible with a preexisting, superior interest, DISTRICT shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

1.4 Governmental Approvals. This Lease is subject to approval by the San Diego City Council ("City Council") and the DISTRICT's Board of Education, which may or may not be granted in the sole discretion of the respective governing body. By entering into this Lease, neither CITY nor the City Council is obligating itself to DISTRICT or to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to DISTRICT's occupancy, use, development, maintenance, or restoration of the Premises, the Improvements, or any other improvements on the Premises. Discretionary action includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals. CITY makes no representation or warranty regarding any aspect, sufficiency, or legality of any development, rehabilitation, maintenance or redevelopment of the Premises, the Improvements, or any other improvements on the Premises, and failure of the CITY or City Council to approve any plans or grant any required permits, if applicable to DISTRICT for development, rehabilitation, maintenance, or redevelopment shall not give rise to any claim, liability, obligation,

or cause of action related to this Lease. If applicable to a public school district, DISTRICT shall obtain and maintain throughout the term of this Lease all legally required permits and licenses for the construction of improvements and the operation of a public school including, but not limited to building permits.

(a) DISTRICT's Waiver. As to future governmental approvals described in Section 1.4 above, DISTRICT expressly waives any claim against CITY and its elected officials, officers, employees, representatives and agents for any burden, expense or loss which DISTRICT incurs as a result of CITY's failure to approve, if applicable, any development, rehabilitation, maintenance or restoration of the Premises or any other improvements thereon.

1.5 CITY's Consent, Approval. CITY's consent or approval under this Lease shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

1.6 Quiet Possession. DISTRICT, performing the covenants and agreements in this Lease, shall at all times during the term of this Lease peaceably and quietly have, hold, and enjoy the Premises. If DISTRICT is temporarily dispossessed through action or claim of a title superior to CITY's, this Lease shall not be voidable but CITY shall not be liable to DISTRICT for any loss or resulting damages.

1.7 Reservation of Rights.

(a) Mineral Rights. CITY reserves all rights, title, and interest in and to any and all subsurface natural gas, oil, minerals, and water on or within the Premises.

(b) Easements. CITY reserves the right to grant, establish, and use easements and rights-of-way over, under, along, and across the Premises for utilities, thoroughfares, or access as it deems advisable for the public good.

(c) Repairs. CITY may enter the Premises for the purpose of making repairs to install essential City infrastructure or utilities with notice as stated in Section 8.3, below. CITY shall coordinate with the site administrator to determine a time for completing the inspection or repairs that results in the least disruption to DISTRICT's educational programs.

(d) Noninterference. In exercising CITY's reserved rights pursuant to this section 1.7(a) through (c), CITY shall not unreasonably interfere with DISTRICT's use of the Premises. CITY shall pay the costs of construction (including any costs incurred to comply with Section 9.6(d) of this Lease), maintenance, and repair of all CITY installations made pursuant to CITY's reserved rights.

1.8 Competent Management. DISTRICT shall manage the Allowed Uses and Improvements in accordance with the laws governing public school districts.

1.9 Supersedes Prior Agreements. As of the Commencement Date, defined below, this Lease shall supersede any and all prior agreements between the parties related to all or any portion of the Premises, including without limitation the Current Lease and the Stadium Agreement. The parties acknowledge that nothing in this Lease modifies or amends any provisions of the Current Lease, which will remain in effect in accordance with its terms until its expiration on May 22, 2024.

2. TERM

2.1 Term. The term of this Lease shall be ninety-nine (99) years (the "Term") commencing on **May 23, 2024** (the "Commencement Date") at 12:00.01 a.m., which is immediately after the expiration of the Current Lease.

2.2 Holdover. Any holding over by DISTRICT after the expiration or earlier termination of this Lease shall not be considered a renewal or extension of this Lease. The Parties specifically intend that California Civil Code section 1945 shall not apply to any period that DISTRICT holds over, and that any such holding over shall be subject only to the provisions of this section 2.2. The occupancy of the Premises after the expiration or earlier termination of this Lease shall constitute a month-to-month tenancy at will, and all other terms and conditions of this Lease shall continue in full force and effect. If the DISTRICT does holdover, the City and the DISTRICT agree to cooperate in good faith to establish a mutually acceptable rental value for any holdover period that occurs upon termination of this Lease.

2.3 Surrender of Premises. Upon the expiration or earlier termination of this Lease, DISTRICT shall vacate the Premises and surrender the Premises to CITY free and clear of all liens and encumbrances, and in as-is condition reasonably satisfactory to CITY. At any time after the expiration or earlier termination of this Lease, DISTRICT shall execute and deliver to CITY, within thirty (30) days after CITY's request, a valid and recordable quitclaim deed covering all of the Premises. If DISTRICT fails or refuses to deliver the required quitclaim deed, CITY may prepare and record a notice reciting DISTRICT's failure to perform this Lease obligation, and the notice shall be deemed conclusive evidence of the termination of this Lease and all of DISTRICT's rights in and to the Premises.

3. CONSIDERATION

3.1 Consideration. As good and valuable consideration for this Lease, DISTRICT shall grant to CITY fee title in the properties known as Camp Elliott #3 (APN 373-030-03, 11.73 acres) and a portion of Logan-Memorial Educational Campus (APN 545-591-01, 0.394 acres). Upon DISTRICT's Board of Education approval of this Lease and approval of a Resolution to Exchange Property and City's approval of this Lease, DISTRICT shall convey its fee title interest in the said properties to CITY as consideration for this Lease. The Grant Deeds for Camp Elliott #3 and a portion of

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Logan-Memorial Educational Campus shall be in substantially the form in **Exhibit E – Form of Grant Deed.** If, prior to the Commencement Date of this Lease, this Lease is determined to be invalid as a result of a legal challenge, the City agrees that it shall reconvey the fee title interest in said properties to DISTRICT unless the parties enter into a separate agreement related to fee title. Additional consideration is the DISTRICT's construction and maintenance of the existing Improvements and intent to contribute capital funds toward future improvements that, upon termination of this Lease, shall become the property of the CITY as set forth in Section 8.12(a). If the Lease is terminated for any reason after the first twenty five (25) years of the Term, CITY shall not be required to reconvey either of the real properties being granted to CITY in fee title, nor shall CITY be required to reimburse DISTRICT for any of the costs of the construction, maintenance, or contribution of capital funds toward improvements made by DISTRICT during the Term.

3.1.1 Periodic Review. Pursuant to Civil Code section 719(a), this Lease shall be subject to periodic review by CITY commencing on the tenth anniversary of the Commencement Date and every ten (10) years thereafter. For the periodic reviews, CITY shall take into consideration the then current market conditions, the amount of public use of the Balboa Stadium, and other issues identified by the CITY and DISTRICT. However, at no time shall such periodic review result in the DISTRICT paying additional consideration, including rent, under this Lease.

Time and Place of Payment. Any payments owed to CITY shall be made payable to the City Treasurer and mailed to:

The Office of the City Treasurer
City of San Diego
P.O. Box 129030
San Diego, California 92112-9030

or hand-delivered to

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

CITY may change the place of payment at any time upon thirty (30) days written notice to DISTRICT. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

3.2 Delinquent Payments. If DISTRICT fails to make any rent payment under this Lease when due, DISTRICT shall pay to CITY, in addition to the unpaid amount, five percent (5%) of the unpaid amount, which shall be additional rent. If any amount of such payment remains unpaid after fifteen (15) days past due, DISTRICT shall pay to CITY an additional five percent (5%) of the unpaid amount [being a total of ten

percent (10%)], which shall be additional rent. Notwithstanding the foregoing, in no event shall the charge for late payment of rent be less than Twenty-Five Dollars ($25). After thirty (30) days past due, unpaid amounts due CITY under this Lease may be referred to the CITY's City Treasurer for collection and shall be subject to San Diego Municipal Code section 22.1707, as may be amended from time to time. DISTRICT shall pay to CITY any collection-referral fee and all other fees and charges plus interest as may then be charged by the CITY's City Treasurer under authority of the San Diego Municipal Code. Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of DISTRICT's breach or default with respect to the late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

4. ASSIGNMENT & SUBLETTING

4.1 Assignment and Subletting. DISTRICT shall not assign this Lease or any interest in this Lease, and shall not sublet the Premises or any part of the Premises, or grant any license or other right or appurtenant privilege to the Premises, or permit any other person, except DISTRICT's officials, employees, agents, invitees and guests and the public as provided in Section 1.2, to use or occupy the Premises or any part of the Premises without CITY's prior written consent, which consent shall not be unreasonably withheld or conditioned. Any such consent shall not be deemed consent to any subsequent assignment, subletting, occupation, or use by another person. Neither this Lease nor any interest in it shall be assignable, as to DISTRICT's interest, by operation of law, without CITY's written consent. "Assignment" shall include without limitation the transfer of any interest in this Lease and the transfer of a controlling interest in DISTRICT , however a transfer of a controlling interest in DISTRICT to the State of California shall not be considered an assignment.

4.2 Consent Conditions. CITY may require, as a condition to consenting to any assignment, sublease or other grant of rights related to the use and occupancy of the Premises, that this Lease be revised to comply with then-current CITY lease provisions, and that the sublease be subject and subordinate to each and every provision of this Lease.

4.3 Charter Section 225. Unless exempt, pursuant to San Diego City Charter section 225, DISTRICT and each of its subtenants and assignees shall make a full and complete disclosure of the names and identities of all natural persons who own more than 10% of the entity contracting with the City or later receiving or assuming any rights or obligations under this Lease.

5. DEFAULT AND REMEDIES

5.1 Default. DISTRICT shall be in default of this Lease if any of the following occurs:

(a) DISTRICT fails to make any rent payment or conveyance required under this Lease;

(b) DISTRICT breaches any of its obligations under this Lease, other than those requiring payment to CITY, and fails to cure the breach within ninety (90) days following written notice thereof from CITY, or if not curable within ninety (90) days, fails to commence to cure the breach within ninety (90) days and diligently pursue the cure to completion;

(c) DISTRICT voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;

(d) DISTRICT is adjudicated a bankrupt; or

(e) DISTRICT makes a general assignment for the benefit of creditors.

5.2 Remedies. Upon DISTRICT's default, CITY may, at its option, give DISTRICT, or any person claiming rights through DISTRICT, (1) a written "Three Day Notice to Pay or Quit" for failure to make required payments or (2) a "Notice of Termination" for defaults not requiring payment to CITY, in order that CITY may seek to terminate the Lease and all rights of DISTRICT, and all persons claiming rights through DISTRICT, to the Premises or to possession of the Premises. Upon termination, CITY may enter and take possession of the Premises, and may recover from DISTRICT the sum of:

(a) the worth at the time of award of any unpaid rent that was due at the time of termination;

(b) the worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of rental loss, if any, that DISTRICT proves could have been reasonably avoided;

(c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss, if any, that DISTRICT affirmatively proves could have been reasonably avoided;

(d) any other amount necessary to compensate CITY for all the detriment proximately caused by DISTRICT's breach and default, or that in the ordinary course of things, would be likely to result; and

(e) all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

5.3 As used in clauses 5.2(a) and 5.2(b), above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause 5.2(c), above, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include rent and any other amounts payable by DISTRICT under this Lease.

5.4 Abandonment by DISTRICT. If DISTRICT abandons the Premises, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all of its rights and remedies under this Lease, including without limitation the right to recover rent as it becomes due, plus damages. During the first 25 years of the Term, DISTRICT shall not be deemed to have abandoned the Premises as a result of any temporary non-use of the Premises or inaction by DISTRICT, unless DISTRICT's Board of Education has approved the termination of this Lease or the permanent abandonment of the Premises.

5.5 Waiver. Any waiver by CITY of a breach or default by DISTRICT shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by CITY. CITY's delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy under this Lease. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. CITY's acceptance of any rents shall not be a waiver of any default preceding such payment. DISTRICT acknowledges that the Premises are a part of publicly-owned property held in trust for the benefit of the citizens of the City of San Diego, and that any failure by CITY to discover a breach or default, or take prompt action to require the cure of any breach or default, shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any breach or default. CITY's acceptance of a partial payment of rent shall not constitute a waiver of the balance of the rent payment due.

6. EMINENT DOMAIN

6.1 Eminent Domain. If, during the term of this Lease, 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 DISTRICT shall be as follows:

(a) Full Taking. If 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) Partial Taking - Remainder Usable. If a partial taking of the Premises occurs, and in the opinion of CITY, the remaining part of the Premises are 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 rent shall be equitably reduced to reflect the portion of the Premises taken, only to the extent that DISTRICT's operations are reduced or impaired.

(c) Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee or both. DISTRICT shall be entitled to any award attributable to the taking of, or

damages to DISTRICT's then remaining leasehold interest in installations or improvements of DISTRICT. CITY shall have no liability to DISTRICT for any award not provided by the condemning authority.

(d) 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, DISTRICT shall retain whatever interest it may have in the fair market value of any improvements placed by DISTRICT on the Premises in accordance with this Lease.

(e) No Inverse Condemnation. The exercise of any right by CITY or DISTRICT under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability for inverse condemnation.

7. INDEMNITY; HOLD HARMLESS; INSURANCE

7.1 District's Indemnification & Hold Harmless Obligations. DISTRICT shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for failure to comply with any applicable law, including CEQA, damages or injuries to any person or property, including injury to DISTRICT's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with DISTRICT's acts or omissions in the performance of its obligations under this Lease, and all expenses of investigating and defending against same, including without limitation, reasonable attorney fees and costs; provided, however, that DISTRICT's duty to indemnify and hold CITY harmless shall not include any established liability arising from the gross negligence or intentional misconduct of CITY or its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. In the event of such election, DISTRICT shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

7.2 CITY's Indemnification & Hold Harmless Obligations. CITY shall protect, defend, indemnify, and hold DISTRICT and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CITYs officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with CITY's acts or omissions in the performance of its reserved rights as provided under this Lease, and all expenses of investigating and defending against same, including without limitation, reasonable attorney fees and costs; provided, however, that CITY's duty to indemnify and hold DISTRICT harmless shall not include any established liability arising from the gross negligence or intentional misconduct of DISTRICT or its elected officials, officers, employees, representatives, and agents. DISTRICT may, at its election, conduct the defense or participate in the defense of any claim related

in any way to this indemnification. In the event of such election, CITY shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

7.3 Insurance. DISTRICT acknowledges and warrants that DISTRICT is self-insured in compliance with the laws of the State of California, that DISTRICT's self-insurance covers persons acting on its behalf or under its control, and that DISTRICT's self-insurance covers its use of the Premises as contemplated by this Lease. DISTRICT shall deliver to CITY, upon request, evidence of DISTRICT's ability to self-insure, in form and content reasonably satisfactory to CITY. In the alternative, DISTRICT shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of DISTRICT's use of the Premises under this Lease.

7.4 Types of Insurance. At all times during the term of this Lease, the DISTRICT shall maintain, at a minimum, insurance coverage as follows:

(a) Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of Five Million Dollars ($5,000,000) combined single limit. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(b) Commercial Automobile Liability. For all of the DISTRICT's automobiles including owned, hired and non-owned automobiles, the DISTRICT shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of Two Million Dollars ($2,000,000) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(c) Causes of Loss - Special Form Property Insurance. DISTRICT shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of DISTRICT's insurable property related to the Allowed Uses of the Premises under this Lease or the Premises in an amount to cover 100 percent (100%) of the replacement cost. DISTRICT shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

(d) Workers' Compensation. For all of the DISTRICT's employees who are subject to this Lease and to the extent required by the applicable state or federal law, the DISTRICT shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of One Million

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Dollars ($1,000,000) of employers' liability coverage, and the DISTRICT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

7.5 Self-Insured Retentions. Self-insured retentions must be declared to and approved by CITY. CITY may require DISTRICT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

7.6 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Lease or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving DISTRICT thirty (30) days prior written notice. DISTRICT shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

7.8 Accident Reports. DISTRICT shall promptly report to CITY and CITY shall promptly report to DISTRICT any accident causing property damage or injury to persons on the Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information. DISTRICT shall redact any information that is subject to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as may be amended from the report provided to the City. However, DISTRICT shall retain an unredacted copy of such report and shall provide the unredacted copy to the City upon request, in the event that a claim is file with City, or litigation is threatened or commenced against the City.

7.9 Student Confidentiality. If DISTRICT, in order to comply with its obligations under this Lease, provides CITY with any information that is subject to the Family Educational Rights and Privacy Act of 1974, as may be amended, DISTRICT shall label such information "CONFIDENTIAL" on each page that such information appears, and shall identify any information that may not be released under the

Family Educational Rights and Privacy Act. CITY agrees to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the DISTRICT (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the DISTRICT and of their parents are not violated or invaded. However, CITY shall have no liability to DISTRICT for the release of information that was not marked "CONFIDENTIAL" and identified as being subject to the Family Educational Rights and Privacy Act. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the DISTRICT. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

- No identification of students or their parent/guardians by persons other than representatives of CITY is permitted;
- The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained;
- No access to individual student data shall be granted by CITY to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the DISTRICT or representatives of CITY so long as those persons have a legitimate interest in the information.

CITY recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the DISTICT shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by CITY. This assurance is binding on CITY and such persons as may be employed by CITY to assist in any phase of the contractual obligation to the DISTRICT.

7.10 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the CITY before any work is initiated under this Lease.

Commercial General Liability Insurance Endorsements:

(i) ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

(ii) PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by

the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of DISTRICT's insurance and shall not contribute to it.

Worker's Compensation Insurance Endorsements:

(iii) WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the CITY.

8. IMPROVEMENTS; ALTERATIONS; REPAIRS; MAINTENANCE

8.1 Waste, Damage, or Destruction. DISTRICT shall not commit or allow to be committed any waste or any public or private nuisance on the Premises, shall keep the Premises clean and clear of refuse and obstructions, and shall dispose of all garbage, trash, and rubbish in a manner reasonably satisfactory to CITY. If the Premises are put into a condition which is not decent, safe, healthy, and sanitary, DISTRICT shall restore the Premises to their prior condition within a reasonable time and to CITY's reasonable satisfaction.

8.2 Acceptance of Premises. DISTRICT acknowledges that the Premises are in good order and condition and shall take possession of the Premises "as is". CITY has not made and makes no representation or warranty as to the condition or suitability of the Premises for DISTRICT's intended use, and assumes no obligation to alter or improve the Premises. DISTRICT has relied solely on its own independent investigations of the condition and suitability of the Premises, and is satisfied with the condition thereof.

8.3 Asbestos. DISTRICT shall disclose to all appropriate parties the existence of asbestos on the Premises, as required by California Health and Safety Code Section 25915. DISTRICT shall protect, defend, indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the Premises. If DISTRICT makes improvements, alterations or repairs to the Premises, DISTRICT shall be responsible for any asbestos removal, management, or containment, and shall pay all costs associated therewith. Asbestos removal, management or containment shall be conducted in accordance with all applicable laws. DISTRICT shall provide a copy of the asbestos management plan and/or asbestos specifications for any work being undertaken, upon request by the CITY. CITY reserves the right to inspect any improvements, alterations or repairs to the Premises made by DISTRICT. CITY may, at its discretion, station supervisory personnel at the work site to ensure that DISTRICT's obligations under this section

are fulfilled, however, if CITY stations supervisory personnel at the work site, CITY shall comply with any DISTRICT requirements applicable to individuals entering onto the Premises. In no event shall CITY have the authority to require any changes to approved asbestos management plans of the DISTRICT. DISTRICT shall coordinate with the CITY on any improvement, alteration or repair, and except in the event of an emergency, the DISTRICT shall provide written notice to the CITY at least fifteen (15) days prior to commencing the work.

8.4 Entry and Inspection. Upon forty-eight (48) hours prior notice to the DISTRICT (except in the event of an emergency in which case no prior notice shall be required), CITY, as the lessor under this Lease with no effect on its governmental rights and powers, may enter and inspect the Premises and the operations conducted on the Premises, provided that such entry and inspection shall not unreasonably interfere with DISTRICT's use of the Premises.

(a) Notwithstanding any provision of this Lease allowing DISTRICT an opportunity to correct a breach, if the Premises are not in a safe, healthy and sanitary condition in accordance with the laws governing public school districts, CITY shall have the right but not the obligation, after ninety (90) days prior written notice to DISTRICT, to have any maintenance work done that is reasonably deemed by CITY in its sole discretion to be necessary, and all at DISTRICT's sole cost and expense. If available funds are budgeted, DISTRICT shall promptly pay CITY for all costs incurred for such work immediately upon receipt of an invoice therefor. If available funds are not budgeted, DISTRICT shall promptly pursue obtaining approval from the DISTRICT's Board of Education to appropriate and budget such funds, and shall pay such funds to CITY within thirty (30) days of such funds being budgeted. If DISTRICT's Board of Education fails to appropriate and budget such funds, CITY shall have the right to terminate the Lease upon one (1) year written notice to DISTRICT.

(b) Prior to commencement of any work, CITY may require DISTRICT to provide a copy of the faithful performance bond DISTRICT'S contractor obtained to ensure the prompt correction of any condition which is not clean, decent, safe, healthy and sanitary. The bond shall be in an amount reasonably determined by CITY to be adequate to correct the unsatisfactory condition. DISTRICT shall ensure that the bond is obtained at no cost to the CITY.

8.5 Maintenance. DISTRICT shall maintain the Premises and Improvements in a decent, safe, healthy, and sanitary condition in accordance with the laws governing public school districts, including without limitation performing all major maintenance and repair to the structural components of the Improvements, such as interior wall supports, exterior wall supports, the roof, floor supports, and building-wide mechanical systems. CITY shall have no obligation or responsibility to remove debris, or to maintain, repair or replace improvements on the Premises.

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8.6 Improvements/Alterations. Except as expressly authorized in Section 9 of this Lease, DISTRICT shall not construct or install any buildings or structures on the Premises in any manner except in accordance with plans and specifications previously submitted to and approved by the CITY in its capacity as Landlord. .DISTRICT shall not make any of the approved improvements, structures or installations on the Premises without CITY's written approval, which shall not be unreasonably withheld, conditioned or delayed. CITY shall approve or disapprove of any proposed improvements, structures or installations within forty five (45) days of receipt of plans and specifications being submitted to the CITY for review. In the event a proposed improvement, or element of a proposed improvement (for example, reflective glass on windows) is required by applicable law or by the Division of State Architect (DSA), CITY shall not withhold its approval. However, if CITY identifies in writing specific concerns related to such improvements, or elements of such improvements, DISTRICT will use good faith efforts to address such concerns, provided that, if such concerns cannot be addressed and comply with the applicable law or DSA requirement, DISTRICT shall not be required to modify its project to address CITY's concerns. Notwithstanding the foregoing, capital expenditures and renovations conducted in the DISTRICT's ordinary course of business that are routinely made in operating and maintaining a public school otherwise made in accordance with applicable law and the terms of this Lease shall not require CITY's written approval. This provision shall not relieve DISTRICT of any maintenance obligation by this Lease to make or assume any expense for any improvements or alterations to the Premises.

8.7 Utilities. DISTRICT shall order, obtain, and pay for all water, utilities, and service and installation charges in connection with the operation of the Premises. All other utilities, if feasible, shall be installed underground.

8.8 Construction Bond. If DISTRICT develops or constructs improvements on the Premises, including DISTRICT's rehabilitation of the Premises in accordance with the Redevelopment Plan, DISTRICT shall provide CITY, prior to commencement of the construction, a copy of the faithful performance and payment bonds in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed. The bonds may be in cash or may be a corporate surety bond or other security. The bond shall insure that the construction commenced by DISTRICT shall be completed in accordance with the plans approved by the Division of State Architect. DISTRICT shall not commence any work until DISTRICT's contractor has secured both a faithful performance bond and payment bond as set forth herein.

8.9 Liens. DISTRICT shall protect, defend, indemnify, and hold CITY harmless from and 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 without limitation reasonable attorneys' fees. If DISTRICT causes improvements, alterations, or repairs to be made to the Premises, and a lien or notice of lien is filed against the Premises, DISTRICT shall notify CITY of the lien within five (5) days after DISTRICT first becomes aware of the existence

of the lien, and within thirty (30) days after the filing take all actions necessary to record a valid release of the lien.

8.10 Prevailing Wages. DISTRICT will comply with California Labor Code sections 1720 through 1781, as amended or supplemented from time to time, and all regulations promulgated or enforced by the California Department of Industrial Relations or any other State agency with respect to prevailing wages, and any Federal Law regarding prevailing wages (collectively, "**Prevailing Wage Law**") with respect to any work on the Premises. DISTRICT acknowledges that DISTRICT is the awarding body for any work undertaken by DISTRICT on the Premises.

8.11 Signs. DISTRICT shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising, except those related to the DISTRICT's curricular and extra-curricular activities, including promotion thereof, without CITY's prior written consent, which will not to be unreasonably withheld or conditioned. Signs on the interior of the Premises that are not visible from the exterior of the Premises shall not require CITY's consent. If any such unauthorized item is found on the Premises, DISTRICT shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at DISTRICT's cost.

8.12 Ownership of Improvements and Personal Property.

(a) Improvements. DISTRICT shall own all improvements, fixtures, structures, and installations or additions to the Premises constructed or installed on the Premises by DISTRICT. In the event that it is determined that ownership of the Improvements transferred to CITY upon the expiration of the Current Lease, it is the parties' intent that upon the Commencement Date, all of CITY's interest (if any) in the Improvements will be transferred to DISTRICT by this Lease without the necessity of any further conveying document. Upon expiration or termination of this Lease, all such improvements, fixtures, structures, and installations or additions, including the Improvements, (collectively "Lease Improvements") shall be deemed a part of the Premises and owned by CITY. Notwithstanding the foregoing, CITY may, upon notice to DISTRICT at Lease termination or at any time prior to the expiration of the Term, elect to have part or all of such Lease Improvements removed by DISTRICT. In that case, DISTRICT shall, at DISTRICT's sole cost and expense, remove those items designated for removal in CITY's notice and restore the Premises to CITY's reasonable satisfaction as soon as practicable, but in no event later than sixty (60) days after the expiration or earlier termination of this Lease. DISTRICT, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of such items. If DISTRICT fails to remove the items as required herein, CITY may, at its option, remove them at DISTRICT's sole cost and expense. If the Lease Improvements are in a condition that is satisfactory to the City, and that would allow the City to safely occupy the Lease Improvements with all building and grounds

systems in good working order, the DISTRICT shall have no obligation to remove or pay for the removal of Lease Improvements unless funds have been budgeted for such removal in the then current fiscal year. However, if the Lease Improvements cannot be safely occupied or cannot be reasonably improved or if building systems or grounds systems are not in good working order, DISTRICT, at DISTRICT's option, shall either remove the Lease Improvements, pay for the cost of removal, or pay for the costs of repairs and maintenance to bring the Lease Improvements to a satisfactory condition, to allow them to be safely occupied, and/or to ensure that all building and grounds systems are in good working order.

(b) Personal Property. DISTRICT shall remove DISTRICT-owned machines, appliances, equipment, trade fixtures, and other items of personal property upon the expiration of the Term, or as soon as practicable after termination, but in no event later than sixty (60) days after the expiration or earlier termination of this Lease. Any such items which DISTRICT fails to so remove shall be deemed abandoned and become CITY's property free of all claims and liens, or CITY may, at its option, remove such items at DISTRICT's sole cost and expense. DISTRICT, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of its personal property from the Premises.

(c) Late Removal. Notwithstanding any provision of this Lease to the contrary, DISTRICT shall pay rent to CITY for any period of time after the expiration or termination of this Lease needed to remove improvements or personal property as required by this Lease, whether by CITY or DISTRICT. The rent shall be established as set forth in Section 2.2.

(d) CITY's Right to Acquire Personal Property. If DISTRICT wants to dispose of any of its personal property used in its operations on the Premises upon expiration or termination of this Lease, DISTRICT shall provide notice to the CITY which shall have the right to acquire the personal property in accordance with the laws governing the disposition of personal property applicable to public school districts.

9. Redevelopment Plan. DISTRICT intends to make certain repairs and alterations to the Premises as more fully set forth in the San Diego High School WSM and LRFMP and the Final EIR. Any such repairs or alterations shall be in substantial conformance to the plans approved by the CITY as the Landlord, and all permits and approvals by the applicable governmental authorities, including the Division of the State Architect. This Lease constitutes CITY's approval of DISTRICT's implementation of the Redevelopment Plan during the term of the Current Lease and the Term of this Lease.

9.1 Permits and Approvals. Prior to commencing any work on the Premises DISTRICT shall secure all required permits and approvals from the applicable governmental authorities.

9.2 Retention of Certain Objects. Notwithstanding the fact that the San Diego High School WSM and LRFMP allows for the demolition of certain objects on the Premises, DISTRICT agrees that the Gray Castle Courtyard Fountain, the World War I Memorial, the Gray Castle Doors, and the World War II Plaque, will be retained on the Premises rather than being demolished, although they may be relocated if needed to accommodate other development. CITY acknowledges that one or more of the foregoing items may be in a condition such that relocation may not be possible. Provided that DISTRICT takes reasonable steps to relocate the items without damage, the inability of DISTRICT to relocate the items without damage shall not constitute a default of this Lease.

9.3 Completion of Work Prior to Expiration or Termination of Lease. DISTRICT shall complete any alteration, maintenance, improvement, or construction that DISTRICT commences prior to the expiration or earlier termination of the Lease. If DISTRICT fails to complete such work prior to the expiration or earlier termination of the Lease, DISTRICT's tenancy shall continue pursuant to Section 2.2 of the Lease, solely for the purpose of completing such work, which shall be completed at DISTRICT's sole cost and expense.

9.4 Force Majeure. For purposes of Section 9.2 of this Lease, "*force majeure* event" shall mean an event beyond DISTRICT's reasonable control, including, without limitation, strikes or other labor difficulties, unavailability or scarcity of materials or labor, war, riot, civil insurrection, accidents, material adverse weather conditions and acts of God, but does not include delays attributable to obtaining necessary governmental permits and approvals (including building permits or certificates of occupancy). If the failure to complete any alteration, maintenance, improvement or construction is due to a *force majeure* event, DISTRICT's tenancy shall still continue pursuant to Section 2.2 of this Lease, except that DISTRICT shall have no requirement to pay rent for a period equal to the length of the *force majeure* event. For example, if DISTRICT was unable to complete work due to material being unavailable for a period of 30 days, then DISTRICT would have no obligation to pay rent for the first 30 days of any holdover tenancy required to complete the work.

10. GENERAL PROVISIONS

10.1 Notices. Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, addressed as follows:

If to DISTRICT:

SAN DIEGO UNIFIED SCHOOL DISTRICT
Attention: Director, Real Estate Department
4860 Ruffner Street, Annex 14
San Diego, California 92111
(619) 278-6724

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If to CITY:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

10.2 Compliance with Law. DISTRICT shall at all times in the construction, maintenance, occupancy, restoration and operation of the Premises comply with all applicable laws, rules, regulations, and requirements of competent legal authority at DISTRICT's sole cost and expense. DISTRICT shall annually deliver to CITY copies of all documentary evidence of such compliance received by or otherwise available to DISTRICT.

10.3 Records Retention and Examination. DISTRICT shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to DISTRICT's operations under this Lease, the Allowed Uses, and any construction of improvements on the Premises. District shall make such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of the CITY in accordance with applicable laws and at a mutually agreeable location. at any time during normal hours, and as often as is reasonably necessary.

10.4 California Public Records Act. CITY and DISTRICT shall each comply with the Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by DISTRICT is or is not a public record subject to disclosure under the California Public Records Act (CPRA). If DISTRICT notifies CITY that it objects to the disclosure of certain information to a third party, DISTRICT shall deliver to CITY, with such notice, specific and detailed legal grounds, including any applicable case law, upon which CITY may rely for withholding any information requested pursuant to the CPRA. If CITY withholds disclosure of information in reliance on such legal analysis provided by DISTRICT, DISTRICT shall protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives and agents harmless for and from legal actions or challenges seeking to obtain the information from CITY and all costs incurred by CITY associated therewith, and shall defend, at DISTRICT's sole expense, any action brought against CITY resulting from CITY's nondisclosure of the information. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, DISTRICT shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

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10.4.1 Neither CITY or DISTRICT shall be liable or obligated for any burden or loss (financial or otherwise) incurred by the other party's disclosure or non-disclosure of records requested pursuant to the CPRA.

10.4.2 DISTRICT's Waiver. DISTRICT EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS THAT DISTRICT INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF DISTRICT INFORMATION REQUESTED PURSUANT TO THE CPRA.

10.4.3 CITY's Waiver. CITY EXPRESSLY WAIVES ANY CLAIM AGAINST DISTRICT AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS THAT CITY INCURS AS A RESULT OF DISTRICT'S DISCLOSURE OR NON-DISCLOSURE OF CITY INFORMATION REQUESTED PURSUANT TO THE CPRA.

10.5 Equal Opportunity. DISTRICT shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations. DISTRICT shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. DISTRICT shall cause the foregoing provision to be inserted in all subleases and all contracts for any work covered by this Lease so that such provisions will be binding upon each sublessee and contractor.

10.6 Disabled Access Compliance. DISTRICT shall, as applicable to the Premises and DISTRICT's possession, use and occupancy of the Premises, comply with all accessibility requirements under California Government Code Sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); California Building Code (CBC) Title 24; and any other applicable state and federal laws, rules and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, DISTRICT will follow the most restrictive accessibility requirement (i.e., that which provides the most access), if allowed by the Division of State Architect. DISTRICT's compliance shall include but not necessarily be limited to the following:

(a) DISTRICT shall not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

(b) No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of DISTRICT.

(c) DISTRICT shall post a statement addressing the requirements of the ADA in a prominent place at the work site.

(d) All improvements, fixtures, structures, or installations on the Premises shall comply with all municipal, state, and federal accessibility requirements, and DISTRICT shall bringing up to code and make accessible any areas of the Premises which deny access to individuals with disabilities when required by law to do so. All improvements and alterations shall be at the sole cost of DISTRICT, unless such improvements and alterations are made necessary by the CITY's exercise of its reserved rights pursuant to Section 1.7.

(e) DISTRICT shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the provisions of this Section 10.6. DISTRICT and each of its sublessees shall be individually responsible for their own ADA employment programs.

(f) DISTRICT understands that failure to comply with the accessibility requirements of this Section 10.6 or submitting false information in response to these accessibility requirements, or both, shall constitute a default under this Lease.

10.7 Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Premises have not been inspected by a Certified Access Specialist (CASp). Further pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the DISTRICT or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the DISTRICT or tenant, if requested by the DISTRICT or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

10.8 Drug-free Workplace. DISTRICT shall abide by its drug-free policies per Board Policy I-1450 and as it may be amended from time to time.

(a) DISTRICT shall include in each of its subleases and contracts related to this Lease language obligating each sublessee and contractor to comply with the provisions of this section to maintain a drug-free workplace. DISTRICT,

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and each of its sublessees and contractors, shall be individually responsible for their own drug-free workplace program.

10.9 Equal Pay Ordinance. If required by the laws governing public school districts, DISTRICT shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809.

(a) DISTRICT and Sublessee Requirement. If the Equal Pay Ordinance applies to any sublessee of the Premises, DISTRICT will require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.

(b) Notice Requirement. If applicable to public school districts, DISTRICT must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

10.10 Single Use Plastic Reduction Ordinance. Unless an exception applies, DISTRICT will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907, as may be amended from time to time.

10.11 Local Business and Employment. DISTRICT acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Lease and to the extent legally possible, DISTRICT shall use its best efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. DISTRICT shall use its best efforts to hire qualified local residents and firms whenever practicable.

10.12 Water Quality Assurances. CITY and DISTRICT are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the DISTRICT's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code Sections 43.0301 to 43.0312). Therefore, DISTRICT shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code Section 43.0307(a). It is ultimately the DISTRICT's responsibility to prevent pollutant discharges to the storm drain system. Therefore, the DISTRICT will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

10.13 Nondiscrimination. This Lease is made and accepted upon and subject to the covenant and condition, which shall run with the land, that DISTRICT or any person claiming under or through DISTRICT shall not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color,

religion, gender, gender expression, gender identity, disability, sexual orientation, marital status, national origin, ancestry, familial status, or source of income in the possession, use and occupancy of the Premises or in the selection, location, number, use or occupancy of tenants, subtenants or vendees in the Premises.

10.14 Cumulative Remedies. CITY's and DISTRICT's rights and remedies under this Lease are cumulative and shall not limit or otherwise waive or deny any of CITY's or DISTRICT's rights or remedies at law or in equity.

10.15 Survival. Any obligation which accrues under this Lease prior to its expiration or termination shall survive such expiration or termination.

10.16 Joint and Several Liability. If DISTRICT is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of DISTRICT under this Lease.

10.17 No Affiliation. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and DISTRICT or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of DISTRICT or any other party or entity.

10.18 Entire Agreement. This Lease constitutes the entire agreement between the parties, and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Lease and DISTRICT's occupancy, use, redevelopment, maintenance, and restoration of the Premises, provided that as set forth in Section 1.9, nothing in this Lease supersedes or modifies any provision of the Current Lease. Any modification, alteration, or amendment of this Lease shall be in writing and signed by all the parties hereto.

10.19 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 shall remain in full force and effect.

10.20 Taxes. Subject to the provisions of Article XIII, Section 3(d) of the California Constitution and Section 202.2 of the California Revenue and Taxation Code, DISTRICT shall pay, before delinquency, all taxes, assessments and fees assessed or levied upon the Premises or upon DISTRICT's use and occupancy of the Premises, if any, including without limitation taxes upon licenses and permits, and including taxes upon the land and any improvements or fixtures installed or maintained by DISTRICT thereon. If at any time it is determined by a government agency or entity that the DISTRICT'S use of the Premises creates a possessory interest subject to property taxation, or that DISTRICT is subject to the payment of taxes levied on that possessory interest, then DISTRICT alone shall pay all such possessory interest taxes. DISTRICT's payment of taxes, fees and assessments shall not reduce any rent due to the CITY. CITY shall not incur or assume any

responsibility for any taxes whatsoever resulting from DISTRICT's possession, use, or occupancy of the Premises.

10.21 Hazardous Substances. DISTRICT shall not allow the illegal installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under, or from the Premises. DISTRICT and DISTRICT's agents and contractors shall not install, store, utilize, generate, or sell any hazardous substance on the Premises without CITY's prior written consent. DISTRICT shall obtain and maintain all required licenses and permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a hazardous substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a hazardous substance or hazardous waste.

(a) Release. A release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances.

(b) "Hazardous Substances" shall mean any hazardous liquid, solid, or gaseous material or waste substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents.

(c) Remediation. If DISTRICT's occupancy, use, development, maintenance, or restoration of the Premises (DISTRICT's Operations) results in a release of a Hazardous Substance, DISTRICT shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

(d) Removal. If DISTRICT or DISTRICT's contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances onto the Premises, DISTRICT shall remove or cause to be removed all Hazardous Substances from the Premises immediately upon or prior to the expiration or earlier termination of this Lease. CITY reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances from the Premises. DISTRICT shall be responsible for any and all costs incurred by CITY to remove or cause the removal of such Hazardous Substances from the Premises.

(e) Indemnity. DISTRICT shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to

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environmental liabilities resulting from DISTRICT's Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, DISTRICT's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

(f) Notice of Release. If DISTRICT knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Premises, DISTRICT shall immediately notify CITY and any appropriate regulatory or reporting agency per California Administrative Code Title 19 and any other applicable laws or regulations. DISTRICT shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If DISTRICT knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, DISTRICT shall take all actions necessary to alleviate the danger. DISTRICT shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

(g) Environmental Assessment. Upon reasonable cause to believe that DISTRICT's Operations, resulted in any Hazardous Substance being released on, from or beneath the Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at DISTRICT's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by DISTRICT's Operations on, in, from or under the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by laws, rules and regulations of competent governmental authorities or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws, rules and regulations, and estimates of the cost of such remediation or removal. DISTRICT shall cause, or if DISTRICT fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with the laws, rules and regulations of competent governmental authority is achieved, and DISTRICT shall pay all costs and expenses therefor.

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10.22 Unavoidable Delay. If the performance of an act required by this Lease is directly prevented or delayed by a cause beyond the reasonable control of the party required to perform the act, that party shall be excused from performing the act for a period equal to the period of the prevention or delay. This provision shall not apply to obligations to pay rent. The party claiming a delay shall notify the other party in writing within ten (10) days after the beginning of any claimed delay

10.23 Authority to Contract. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

10.24 Controlling Law/Venue. This Lease and all Lease documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof. The venue for any suit or proceeding concerning this Lease, including the interpretation or application of any of its terms or any related disputes, shall be in the County of San Diego, State of California.

10.25 CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Lease if DISTRICT employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of DISTRICT for this Lease. It is not the intent of this policy that these provisions apply to members of the City Council. The City employees that are known to be subject to this section are identified in **Exhibit F: City Employee Participants**.

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IN WITNESS WHEREOF, this Lease is executed to be effective as of the Effective Date.

SAN DIEGO UNIFIED SCHOOL DISTRICT, a body corporate and politic and a school district organized under the Education Code of the State of California

Date: 10·19·2021

By: _____
Gene Fuller
Director, Real Estate

APPROVED AS TO FORM AND LEGALITY

By: DocuSigned by: Kimberly A. Chapin C2893332E32407...
KIMBERLY A. CHAPIN, Assistant General Counsel II
SAN DIEGO UNIFIED SCHOOL DISTRICT

Date: September 17, 2021

Approved in public meeting of the Board of Education of the San Diego Unified School District on 10·12·21

_____
Martha Stultz, Board Action Officer, Board of Education

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 10-27-21

By: _____
Penny Maus
Director, Real Estate Assets Department

Approved as to form this 28th day of October, 2021:

MARA W. ELLIOTT, CITY ATTORNEY

By: _____
Name: Melissa Ables
Title: Deputy City Attorney

Exhibit A: Legal Description of Premises
Exhibit B: Legal Tract Map
Exhibit C: Aerial Map of the Premises
Exhibit D: Planned Future Improvements
Exhibit E: Form of Grant Deed
Exhibit F: City Employee Participants.

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Exhibit A: Legal Description of Premises

(Legal description for San Diego High School)

Those portions of the land designated as 'City Park Reservation", in the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe, a copy of which was filed in the Office of the County Recorder of said County, and is known as Miscellaneous Map No. 36, which lies within Pueblo Lots 1143 and 1144 of the Pueblo Lands of San Diego, according to Map thereof by Charles H. Poole, a copy of which was filed in said County Recorder's Office and is known as Miscellaneous Map No. 35, described as follows:

PARCEL A

Beginning at a point on the Southwesterly line of the tract of land conveyed to the State of California, by deed recorded November 18, 1960, Document No. 227164, in Book 1960 of Official Records in the Office of said County Recorder, said Point also as shown on State Highway Right-of-Way Map, Xl-SD-5, LO 3535, lying radially South 27° 12' 25" West 222.79 feet of Engineers Station 368+30.40; thence, along the said Southwesterly right-of-way line North 66° 43' 30" West 52.00 feet to the center of the right-of-way of Park Boulevard as delineated on State Drawing No. Xl-SD-2-SD-13 of 175 also being the True Point of beginning; thence, Southerly along the said Southwesterly right-of-way as follows: South 66° 43' 30' East 52.00 feet; thence, North 75° 21 '16 East 51.99 feet to the beginning of a 956.00 foot radius curve concave Southwesterly; thence, Southwesterly along the arc of said curve through an angle of 24° 23' 02", a distance of 406.85 feet; thence, tangent to said curve South 31° 22' 59" East, 173.04 feet; thence, South 58° 14' 45" West, 62.57 feet; thence, South 10° 23' 45" West, 34.40 feet; thence South 67° 39' 45" West, 187 .65 feet; thence, South 61° 26' 15" West, 76.85 feet; thence, south 50° 42' 15" West, 51.41 feet; thence, South 42° 36' 45" West, 110.29 feet; thence, South 0° 46' 45" West, 60.99 feet to Point A, being designated for the purpose of this description; thence, South 1° 51' 40" West, 657.93 feet to Point B, also being designated for the purpose of this description, which is 68.00 feet Northerly of the Southerly right-of-way line of Russ Boulevard; thence, Westerly along the line which is 68.00 feet Northerly of and parallel with said Southerly right-of-way line of Russ Boulevard South 89° 59' 00" West, 744.90 feet more or less to the intersection with the centerline of Park Boulevard having a bearing .of North 4° 25' 30" West, as delineated on State Highway Drawing Number Xl-SD--2-SD-13; thence, Northerly along said centerline North 4° 25' 30" West 23.45 feet to the beginning of a tangent 920.00 foot radius curve concave Easterly; thence, Northerly along the arc of said curve through an angle of 44° 03' 04" a distance of 707.33 feet; thence, radially to said curve North 50° 22' 26" West 9.00 feet; thence, North 39° 37' 34" East, 331.21 feet to the beginning of a tangent 1,900.00 foot radius curve concave Northwesterly; thence, Northerly along the arc of said curve through an angle of 16° 21' 04" a distance of 542.22 feet; thence, tangent to said curve North 23°16' 30" East 56.71 feet to the point of intersection with the said centerline of Park Boulevard and said Southerly State Highway Right-of-Way Xl-SD-5, also being the True Point of Beginning.

PARCEL B: (Legal of an Easement for access road between Parcel A and C; this legal also included in Parcel C)

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Commencing at Point A described above; thence, North 89° 59' 00' East, 36.45 feet; thence, South 0° 01' 00' East, 657.63 feet to a point which is 68.00 feet Northerly of the Southerly right-of-way line of Russ Boulevard; thence, Westerly along the line which is 68.00 feet Northerly of and parallel with said Southerly right-of-way line of Russ Boulevard South 89° 59' 00 " West, 58.00 feet more or less to Point B as hereinbefore mentioned; thence, North 1° 51' 40' East, 657.98 feet to Point A, being also the True Point of Beginning of said easement.

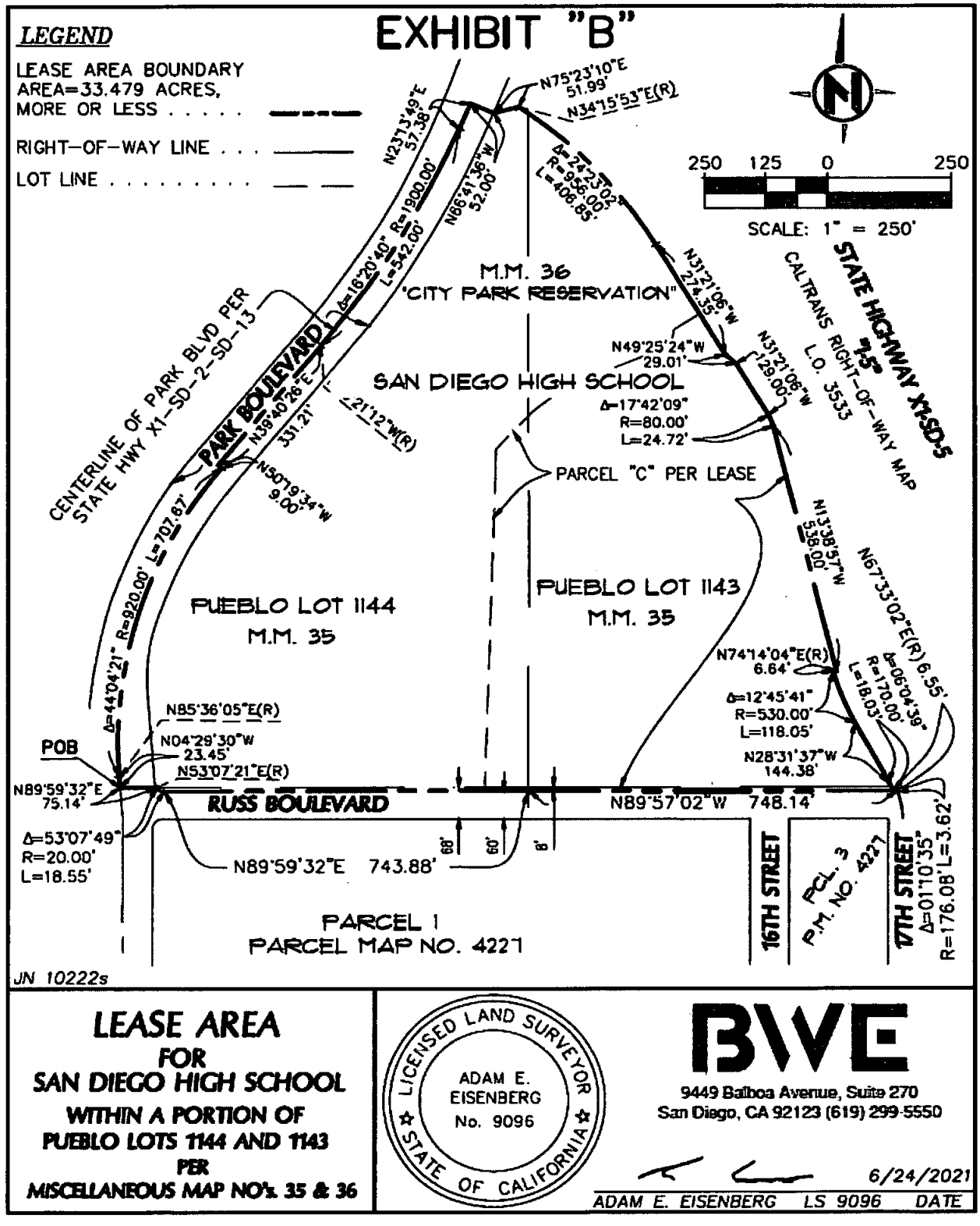
PARCEL C: (Legal description of Balboa Stadium)

Those portions of the land designated as "City Park Reservation", in the Pueblo lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe, a copy of which was filed in the Office of the County Recorder of said County, and is known as Miscellaneous Map No. 36, which lies within Pueblo Lots 1143 and 1144 of the Pueblo Lands of San Diego, according to Map thereof by Charles H. Poole, a copy of which was filed in said County Recorder 's Office and is known as Miscellaneous Map No. 35, described as follows:

Beginning at a point on the Southwesterly line of the tract of land conveyed to the State of California, by deed recorded November 18, 1960, Document No. 227164, in Book 1960 of Official Records in the Office of said County Recorder, said Point also as shown on State Highway Right-of-Way Map, X1-SD-5, LO 3535, lying radially South 27° 12' 25" West 222.79 feet of Engineers Station 368+30.40; thence, along the said Southwesterly right-of-way line North 66° 43' 30" West 52.00 feet to the center of the right-of-way of Park Boulevard as delineated on State Drawing No. Xl-SD-2-SD-13 of 175; thence, Southerly along the said Southwesterly right-of-way as follows: South 66° 43' 30" East 52.00 feet; thence, North 75° 21' 16" East 51.99 feet to the beginning of 956.00 foot radius curve concave Southwesterly; thence, Southeasterly along the arc of said curve through an angle of 24° 23' 02" a distance of 406.85 feet; thence, tangent to said curve South 31° 22' 59" East, 173.04 feet to the True Point of Beginning; thence, continuing South 31° 22' 59" East, 101.31 feet; thence, South 49° 27' 17" East, 29.01 feet; thence, South 31° 22' 59" East, 129.00 feet to the beginning of a tangent 80.00 foot radius curve concave Westerly; thence, Southerly along the arc of said curve through an angle of 17° 42' 09" a distance of 24.72 feet; thence, tangent to said curve South 13° 40' 50" East, 538.00 feet; thence, South 74° 12' 11' West, 6.64 feet to the beginning of a radial 530.00 foot radius curve concave Easterly; thence, Southerly along the arc of said curve through an angle of 12° 45' 41' a distance of 118.05 feet; thence, tangent to said curve South 28° 33' 30" East 144.38 feet to the beginning of a tangent 170.00 foot radius curve concave Southwesterly; thence, Southerly along the arc of said curve through an angle of 3° 07' 49" a distance of 9.29 feet to the point of intersection with a line which is 68.00 feet Northerly of and parallel with the Southerly right-of-way line of Russ Boulevard; thence, leaving the said right-of-way of Xl-SD-5; thence, Westerly along the said line which is 68.00 feet Northerly of and parallel with the Southerly right-of-way line of Russ Boulevard South 89° 59 '00" West 827.10 feet to Point B; thence, North 01° 51 ' 40" East 657.98 feet to Point A; thence, North 0° 46' 45" East 60.99 feet; thence, North 42° 36' 45" East, 110.29 feet; thence, North 50° 42' 15" East, 51.41 feet; thence, North 61° 26' 15" East, 76.85 feet; thence, North 67° 39' 45" East, 187.65 feet; thence, North 10° 23' 45" East, 34.40 feet; thence, North 58° 14' 45" East, 62.57 feet to a point of intersection with the said South- westerly right-of way of State Highway Xl-SD-5 also being the True Point of Beginning.

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Exhibit B: Legal Tract Map



LEASE AREA
FOR
SAN DIEGO HIGH SCHOOL
WITHIN A PORTION OF
PUEBLO LOTS 1144 AND 1143
PER
MISCELLANEOUS MAP NO's. 35 & 36

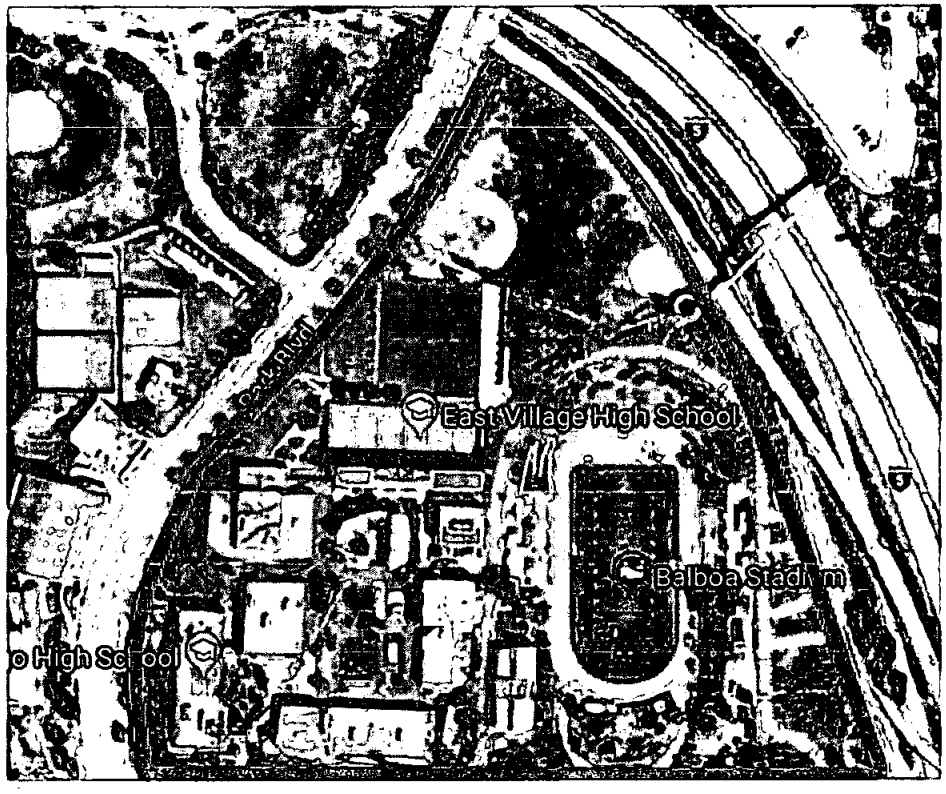
LICENSED LAND SURVEYOR
ADAM E. EISENBERG
No. 9096
STATE OF CALIFORNIA

BWE
9449 Balboa Avenue, Suite 270
San Diego, CA 92123 (619) 299-5550

6/24/2021
ADAM E. EISENBERG LS 9096 DATE

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Exhibit C: Aerial Map of the Premises



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Exhibit D: Planned Future Improvements

Campus-wide whole site modernization (WSM) improvements would generally involve interior and exterior improvements to existing school buildings. School buildings would be upgraded with plumbing, windows, lighting, painting, signage, and roof improvements, as well as new or replaced heating, ventilation, and air conditioning (HVAC). Interior finish upgrades would consist of replacing interior flooring and base; painting walls, ceilings and doors; removing existing casework and providing movable storage; and installing new window blinds. Other WSM components include the expansion of building 100, reconfiguration of the upper and lower student quad including construction of new food kiosks, improvements to the east parking lot, and construction of new athletic field amenities.

The long range facilities master plan (LRFMP) improvements would involve the demolition of buildings 400, 600, and 700 and the construction of several new buildings and facilities on campus. Specifically, the LRFMP projects include the new construction of a two-story classroom building with a lower level parking area, a food service and custodial building, a privately funded aquatic center, a performing arts building above a parking structure, an auxiliary gymnasium, a parking structure with tennis courts, and a field house at Balboa Stadium. Other LRFMP components include the interior realignment of the existing driveway with a combined State Route (SR)163 off-ramp and Interstate (I-)5 on-ramp, as well as the interior realignment of the 16th Street entrance into the Proposed Project site to improve circulation and access. Completion of the WSM improvements and LRFMP improvements would not result in an increase in classroom capacity and would not result in an increase in enrollment. Implementation and timing of the LRFMP projects is dependent on the availability of funding; however, they would occur after the WSM improvements, which are anticipated to be completed between 2021 and 2023.

1. Whole Site Modernization Improvements

A summary of the specific near term WSM improvements is provided below and summarized in Table D-1, *Overview of Whole Site Modernization Improvements.*

1.1.1 School Buildings

The WSM improvements would involve interior and exterior modifications/improvements to several school buildings throughout the campus. Interior upgrades would consist of replacing flooring, ceiling tiles, doors, classroom storage cabinets, lighting, room signage, clocks and speakers, and window blinds. Exterior upgrades would include window replacement, graphic signage additions to buildings, new and existing lighting upgrades and improvements, and the addition of surveillance cameras and a public address system to be used during emergencies. Also, several buildings would receive new or replaced HVAC units (see Table D-1 for details). Proposed heating, ventilation and air conditioning (HVAC) improvements would involve new or replaced equipment on building rooftops.

Most of the WSM improvements would occur at buildings 100, 300, 400, 500, and 600. WSM plans for building 100 include interior redesigns on the first and second floors, HVAC replacement, seismic retrofitting, photovoltaic (PV) improvements, exterior redesign to include a canopy outside the building, new and replacement windows, roof replacement, and an addition to the existing administration area of approximately 700 square feet (sf). Building 300 is primarily a

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library building with counselor's offices and two separate spaces on the northwest and southeast corners of the building that serve as custodial and kitchen areas, respectively. On the first floor, the counselor's offices would be reconfigured, and the HVAC system would be realigned. On the second floor, a projector and screen would be installed to create a school theater. Additionally, an elevator located at the south side of building 300 would be removed. Buildings 100, 400, 500, and 600 each include replacement of interior features, including flooring, base, doors and frames, ceilings, casework, room signage, and window blinds, and they all would receive exterior improvements, including signage, surveillance cameras, and a public address system. Exterior water protrusion issues would be addressed for buildings 400 and 500. Additionally, the existing pedestrian foot bridge connecting buildings 100 and 300 would undergo façade improvements. Temporary closure of the pedestrian foot bridge is anticipated during improvements within the parking lot where the bridge begins on campus.

Table D-1
OVERVIEW OF WHOLE SITE MODERNIZATION IMPROVEMENTS

Building/Facility	Uses	Proposed WSM Improvements
Campus-Wide		New campus banners, building identification graphics, surveillance cameras, clocks and speakers, interior/exterior lighting improvements; replacement of emergency public address system and security fencing

100	Main Office; Classrooms	Façade improvements; building addition (approx. 700 square feet); roof replacement; HVAC replacement; window additions and replacements; accessibility and interior building reconfiguration; seismic upgrades; PV replacement; façade improvements to bridge connecting to building 300; realignment of building electrical and plumbing
200	Gymnasium; Support Spaces	HVAC installation; plumbing realignment
300	Kitchen/Custodial; Medical; Classrooms; Library	Storefront addition; HVAC realignment; interior building demolition/reconfiguration (including counselor's office renovation); realignment of building plumbing; new library projector and screen
400	Classroom; Performing Arts Center	Interior building reconfiguration and upgrades; fix water intrusion
500	Classrooms	HVAC installation; window replacement; exterior paint; interior building reconfiguration; realignment of plumbing; fix water intrusion; new paving, fencing, and canopy on east side of building
600	Classrooms (JROTC[1])	HVAC installation; exterior paint; interior building reconfiguration; realignment of plumbing

700	Classrooms	Emergency public address system
800	Classrooms	HVAC installation; plumbing realignment
900	Classrooms	Roof replacement for mechanical enclosures; repair exterior steel coating; HVAC replacement
1000	Science Lab	Roof replacement for mechanical enclosures; repair exterior steel coating; HVAC replacement
1100	Classrooms	Replace emergency public address system
Relocatables	Classrooms	None
Athletic Fields		Replacement bleachers, batting cages, and turf and irrigation systems; new dugouts, a concessions/restroom building, fencing, an LED scoreboard, and graphic signage
Balboa Stadium		None
Parking (West)		None
Parking (East and North)		Demolish, grade, pave and align parking lot entrance with 16th Street; replace underground utility line and backflow; a net loss of approximately 50 parking spaces
Student Quad (Upper)		Demolish and construct new student quad with exterior features, lighting, and food kiosk
Student Quad (Lower)		Demolish and construct new student quad with exterior features, lighting, and food kiosk

[1] JROTC = Junior Reserve Officers' Training Corps
HVAC = heating, ventilation, and air conditioning; PV = photovoltaic

The outdoor student quad area (approximately 61,430 sf consisting of a lower and upper level) would be demolished and replaced with an updated student quad area. Specifically, a lower level student quad would be east of building 100 and south of building 300 and an upper level student quad would be north of building 400 and south of building 800. The student quad area would be constructed with an architectural design created to accommodate code accessibility compliance. Each student quad would include new ramps, stairs, lighting, signage, food kiosks, landscaping, irrigation, and underground storm drain and sewer lines. The two new food kiosks would be equipped with serving lines, support areas, storage, preparation areas, restrooms, and HVAC systems.

1.1.2 Athletics

The baseball and softball athletic fields in the northern part of the campus would be upgraded as part of the WSM improvements. Specifically, new dugouts, a concessions stand and restrooms, and a scoreboard would be installed, along with replaced turf and irrigation, perimeter fencing, and batting cages. When completed, the softball field would accommodate up to approximately 100 spectators; however, attendance at baseball and softball events is not anticipated to increase due to the replacement of existing bleachers. Upgrades at the athletic fields would not involve improvements related to a public address system or nighttime field lighting.

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1.1.3 Access and Parking

Parking lot improvements along the east and north side of the campus would include the demolition and replacement of the existing pavement, site walls, landscaping, irrigation, and exterior lighting. Before the parking lot is restored and striped, the area would be graded to accommodate code accessibility compliance. As part of the upgrades to the east parking lot, the southern entrance into the parking lot would be realigned with 16th Street. The approximately 300 spaces in the eastern parking lot would be reduced by an estimated 50 spaces as a result of the parking improvements, for a proposed total of about 250 spaces upon completion of the WSM improvements. Temporary closure of the pedestrian foot bridge that spans I-5 is anticipated during repaving of the parking lot.

2. Long-Range Facilities Master Plan Improvements

The Long-Range Facilities Master Plan Improvements (LRFMP) identifies future improvements over the life of the proposed lease renewal, which would grant the District permission to continue to utilize the Project site for school use for an additional 99 years. The timing and phasing of the LRFMP projects are not known and the details of the proposed improvements are conceptual; however, no change in enrollment or student capacity is anticipated with the proposed LRFMP improvements. The specific LRFMP are described below, summarized in Table D-2, *Overview of Long-Range Facilities Master Plan Improvements*. The LRFMP improvements would primarily involve the demolition of three school buildings (buildings 400, 600, and 700) and the construction of seven school buildings (the performing arts building, parking structure, auxiliary gymnasium, new classroom building 400, food service and custodial building 700, field house, and aquatic center). Other improvements would involve upgrades at Balboa Stadium, new campus entrances/exits via Park Boulevard and Russ Boulevard, and site enhancements consisting of landscape and hardscape improvements, west of building 100 near the corner of Russ Boulevard and Park Boulevard.

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Table D-2
OVERVIEW OF LONG-RANGE FACILITY MASTER PLAN IMPROVEMENTS

Building/Facility	Type	Proposed LRFMP Improvements
100	Main Office; Classrooms	None
200	Gymnasium; Support Spaces	None
300	Kitchen/Custodial; Medical; Classrooms; Library	None
400	Classroom; Performing Arts Center	Demolish and replace with new classroom building with lower level parking with 100 spaces off Russ Boulevard
500	Classroom	None
600	Classroom (JROTC[1])	Demolish and do not replace (repave site)
700	Classroom	Demolish and replace with food service and custodial building
800	Classroom	None
900	Classroom	None
1000	Science Lab	None
1100	Classroom	None
Performing Arts Building		Construct performing arts building
Auxiliary Gymnasium		Construct auxiliary gymnasium and remove approximately 35 parking spaces
Basketball Courts		Construct blacktop basketball courts
Parking (West)		Construct parking structure with 100 spaces and tennis courts above
Parking (East and North)		None
Athletic Fields		None
Balboa Stadium		Construct new field house
Aquatic Center		Construct new aquatic center
Site Access		Addition of entrance/exits from Park Boulevard and Russ Boulevard
Site Enhancement		Provide frontage enhancements near Russ and Park Boulevard intersection

[1] JROTC = Junior Reserve Officers' Training Corps.
LRFMP = LONG-RANGE FACILITY MASTER PLAN

2.1.1 School Buildings

The LRFMP improvements would involve building demolition and construction throughout the campus. Building demolition of buildings 400, 600, and 700 would occur to accommodate a new building 400 and a new custodial and food service building that would serve the high school campus. Of the seven proposed school buildings as part of the LRFMP improvements, three are

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proposed in the western-central part of the campus and four are proposed along Russ Boulevard. The three proposed buildings in the western-central part of campus would consist of a performing arts building, parking structure, and auxiliary gymnasium. The performing arts building would replace the existing performing arts center at building 400 and would be constructed where several blacktop basketball courts and relocatables occur. The performing arts building would consist of an approximately 30,000 sf space dedicated to dance, music, and theater performances. The performing arts building would include approximately 500 seats and would be used during and after school hours. New blacktop basketball courts would be constructed just east of the performing arts building and would replace existing handball courts. The proposed auxiliary gymnasium would support the existing gymnasium at building 200 and would include an approximately 11,000 sf structure up to about 25 feet in height. Hardtop tennis courts would be constructed on top of the proposed parking structure (to replace the existing surface tennis courts) and would be secured with fencing.

2.1.2 Athletics

Improvements at Balboa Stadium would include upgraded ticket booths, concessions, and seating, including a new path of travel into the stadium for the visitors' side. Upgrades at Balboa Stadium would not increase the capacity of the stadium. Improvements related to a public address system or nighttime field lighting would not be included in the work done for Balboa Stadium. The proposed field house building would be located at the south end of the football field at Balboa Stadium and would consist of a 17,500-sf structure, 32 feet in height, and would include lockers/showers, equipment storage, a weight room adaptive room, team rooms, and support spaces (e.g., mechanical and electrical).

In the southeastern part of the campus, a 10,000-sf privately-funded aquatic center is proposed that would include a 25 yard by 35 meter swimming pool, restrooms, changing rooms, pool equipment room, storage room, and concessions. The pool area would include a pool deck, bleachers, spectator area, diving board, pool lighting, and pool fencing and gates. The capacity of the aquatic center is estimated to accommodate up to 439 persons and would be a shared facility between the school and the public. Final operational details of the proposed aquatic center will be further defined during the design phase of the project.

2.1.3 Access and Parking

As part of the LRFMP improvements, two new campus entrance/exit points on Russ Boulevard would be constructed to access the proposed custodial and food service building and a lower level parking garage at the proposed classroom building replacing building 400. A new campus entrance/exit would be constructed for vehicular access from Park Boulevard to the campus near the proposed performing arts building and would align with the combined SR 163 off-ramp and I-5 on-ramp. Regarding changes to parking at SDHS, LRFMP improvements would involve a net increase of about 150 parking spaces. Specifically, the parking created at the performing arts building and replacement 400 building would each include 100 spaces (for a combined total of 200 spaces) and construction of the auxiliary gymnasium would result in the loss of approximately 50 parking spaces.

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Exhibit E:

Form of Grant Deed

Recording Requested by:

After recording mail to:

The City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101

And conformed copy to:

San Diego Unified School District
Real Estate Department
4860 Ruffner Street, Annex 14
San Diego, CA 92111

APN 373-030-03

NO DOCUMENTARY TAX DUE - R&T 11922 (amended)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged,

THE SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, A PUBLIC SCHOOL DISTRICT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA ("GRANTOR")

HEREBY GRANTS to

THE CITY OF SAN DIEGO, A CALIFORNIA MUNICIPAL CORPORATION ("GRANTEE"),

all that real property situated in the City of San Diego, County of San Diego, State of California, as described on the attached Exhibit A: Legal Description and depicted on the attached Exhibit B.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be executed by the undersigned officer on behalf of GRANTOR, pursuant to the Resolution to Exchange Property by GRANTOR's Board of Education dated _____ XX, 2021 authorizing such execution, to be effective upon the date of its recordation and filing in the Office of the San Diego County Recorder.

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: _____

By: _____
Penny Maus, Real Estate Assets Director

GRANTOR:

THE SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, A PUBLIC SCHOOL DISTRICT OF THE STATE OF CALIFORNIA

By: _____
Gene Fuller
Director, Real Estate Services

NOTE: NOTARY ACKNOWLEDGEMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET SEQ.

DocuSign Envelope ID: 6FFA13C3-E3AF-4064-B1DE-93B9D45B82D7

Exhibit E: Form of Grant Deed (Cont'd.)

Exhibit "A"
Legal Description

PARCEL 1 – Camp Elliott #3 APN 373-030-03

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

ALL THAT PORTION OF LOT 70, RANCHO MISSION OF SAN DIEGO, ACCORDING TO THE PARTITION MAP THEREOF, MADE IN SUPERIOR COURT CASE NO. 15191 OF SAN DIEGO COUNTY, FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, DESCRIBED AS FOLLOWS:

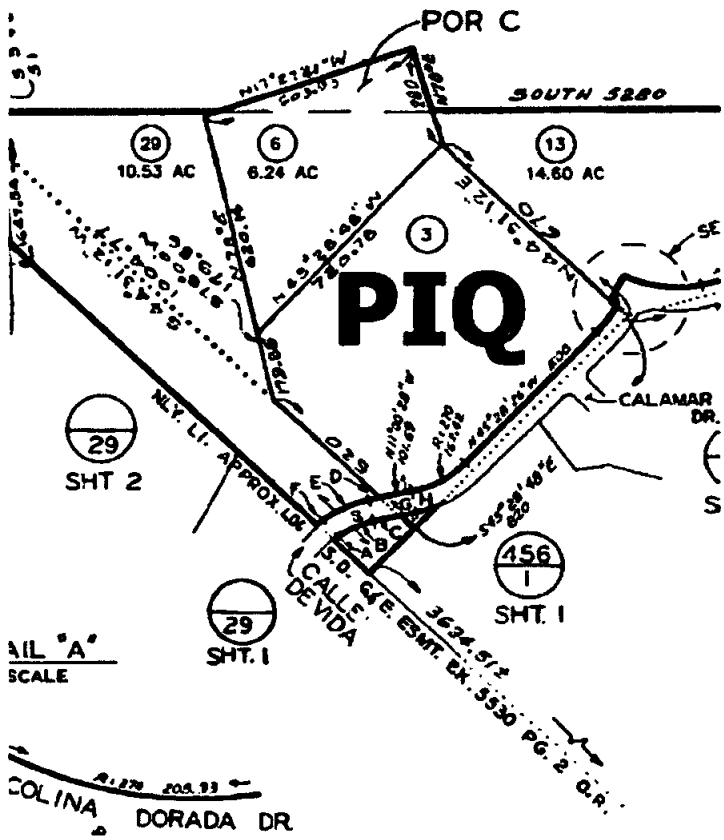
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 73, SAID RANCHO MISSION (MAP NO. 330); THENCE, SOUTH 89° 00' 45" EAST 5193.59 FEET; THENCE, NORTH 00° 51' 06" EAST, 1172.05 FEET; THENCE, SOUTH 89° 08' 54" EAST, 544.85 FEET; THENCE, SOUTH 14° 30' 00" WEST, 4962.23 FEET; THENCE, SOUTH 66° 08' 41" EAST, 259.67 FEET TO THE BEGINNING OF A TANGENT 2000.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 52' 30", A DISTANCE OF 1566.43 FEET; THENCE, TANGENT TO SAID CURVE, SOUTH 21° 17' 11" EAST, 473.37 FEET; THENCE, NORTH 60° 52' 09" EAST, 2971.33 FEET TO THE BEGINNING OF A TANGENT 1500.00 RADIUS CURVE, CONCAVE SOUTHERLY; THENCE, NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64° 53' 05", A DISTANCE OF 1698.68 FEET; THENCE, TANGENT TO SAID CURVE, SOUTH 54° 14' 46" EAST, 1407.69 FEET TO THE BEGINNING OF A TANGENT 2000.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39° 34' 05" A DISTANCE OF 1381.19 FEET; THENCE, TANGENT TO SAID CURVE NORTH 86° 11' 09" EAST, 330.35 FEET; THENCE, SOUTH 03° 48' 51" EAST, 51.00 FEET TO A POINT HEREBY DESIGNATED AS "POINT DD"; THENCE, SOUTH 44° 31' 12" WEST 1004.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING SOUTH 44° 31' 12" WEST, 520.00 FEET; THENCE, SOUTH 45° 28' 48" EAST 820.00 FEET; THENCE, NORTH 44° 31' 12" EAST 670.00 FEET; THENCE, NORTH 45° 28' 48" WEST, 720.78 FEET; THENCE, SOUTH 78° 00' 00" WEST, 179.86 FEET TO THE TRUE POINT OF BEGINNING.

DocuSign Envelope ID: 6FFA13C3-E3AF-4064-B1DE-93B9D45B82D7

Exhibit E: Form of Grant Deed (Cont'd.)

Exhibit "B"
Land Map

PARCEL 1 – Camp Elliott #3 APN 373-030-03



DocuSign Envelope ID: 6FFA13C3-E3AF-4064-B1DE-93B9D45B82D7

Exhibit E:

Form of Grant Deed

Recording Requested by:

After recording mail to:

The City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101

And conformed copy to:

San Diego Unified School District
Real Estate Department
4860 Ruffner Street, Annex 14
San Diego, CA 92111

APN 545-591-01

NO DOCUMENTARY TAX DUE - R&T 11922 (amended)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged,

THE SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, A PUBLIC SCHOOL DISTRICT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA ("GRANTOR")

HEREBY GRANTS to

THE CITY OF SAN DIEGO, A CALIFORNIA MUNICIPAL CORPORATION ("GRANTEE"),

all that real property situated in the City of San Diego, County of San Diego, State of California, as described on the attached Exhibit A: Legal Description and depicted on the attached Exhibit B.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be executed by the undersigned officer on behalf of GRANTOR, pursuant to the Resolution to Exchange Property by GRANTOR's Board of Education dated _____ XX, 2021 authorizing such execution, to be effective upon the date of its recordation and filing in the Office of the San Diego County Recorder.

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: _____

By: _____
Penny Maus, Real Estate Assets Director

GRANTOR:

THE SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, A PUBLIC SCHOOL DISTRICT OF THE STATE OF CALIFORNIA

By: _____
Gene Fuller
Director, Real Estate Services

NOTE: NOTARY ACKNOWLEDGEMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET SEQ.

DocuSign Envelope ID: 6FFA13C3-E3AF-4064-B1DE-93B9D45B82D7

Exhibit E: Form of Grant Deed
(Cont'd.)

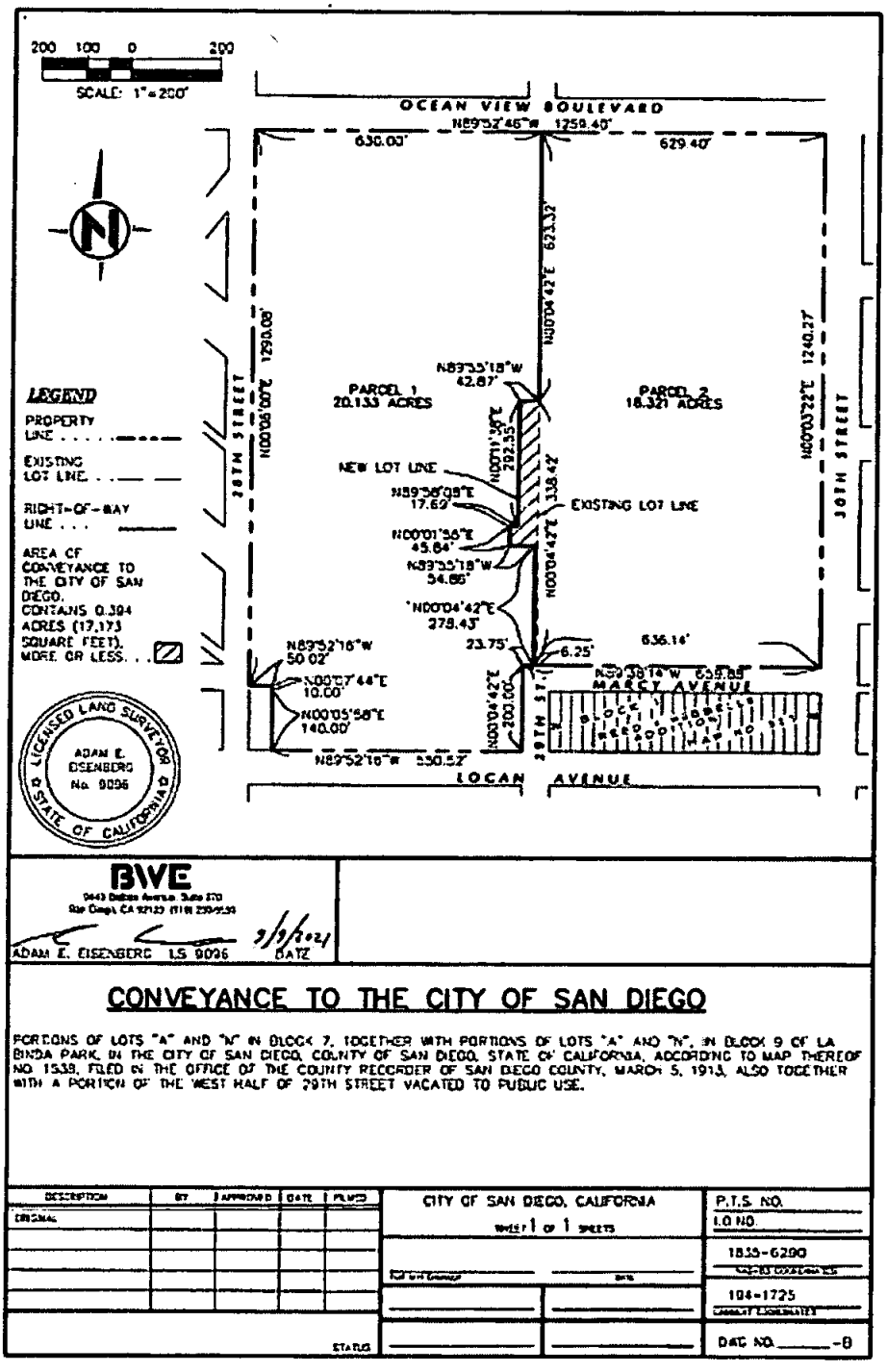
Exhibit "A"
Legal Description: Portion of Logan-Memorial Educational Campus

PORTIONS OF LOTS "A" AND "N" IN BLOCK 7, TOGETHER WITH PORTIONS OF LOTS "A" AND "N", IN BLOCK 9 OF LA BINDA PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1538, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 5, 1913, ALSO TOGETHER WITH A PORTION OF THE WEST HALF OF 29TH STREET VACATED TO PUBLIC USE.

DocuSign Envelope ID: 6FFA13C3-E3AF-4064-B1DE-93B9D45B82D7

Exhibit E: Form of Grant Deed
(Cont'd.)

Exhibit "B"
Land Map



BVE

ADAM E. EISENBERG LS 9096 — DATE 9/9/2021

CONVEYANCE TO THE CITY OF SAN DIEGO

PORTIONS OF LOTS "A" AND "N" IN BLOCK 7, TOGETHER WITH PORTIONS OF LOTS "A" AND "N", IN BLOCK 9 OF LA BINDA PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1538, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 5, 1913, ALSO TOGETHER WITH A PORTION OF THE WEST HALF OF 29TH STREET VACATED TO PUBLIC USE.

DESCRIPTION	BY	APPROVED	DATE	PLANS
ORIGINAL				

CITY OF SAN DIEGO, CALIFORNIA
SHEET 1 OF 1 SHEETS

P.T.S. NO.
I.O. NO. 1835-6290
104-1725
DWG NO. _____-B

STAMP

Exhibit F: City Employee Participants

First Name	Last Name
Melissa	Ables
Mary	Carlson
Andy	Field
Michael	Keagy
Rebecca	Malone
Penny	Maus
Hilda	Mendoza
Elena	Pascual
Wendy	Rasmuson
Barry	Slotten
Heidi	Vonblum

10/5/2021 #101-B
(R-2022-100)

RESOLUTION NUMBER R- 313728

DATE OF FINAL PASSAGE OCT 08 2021

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING A 99 YEAR GROUND LEASE BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO UNIFIED SCHOOL DISTRICT FOR APPROXIMATELY 34 ACRES OF REAL PROPERTY LOCATED AT 1405 PARK BOULEVARD FOR SAN DIEGO HIGH SCHOOL AND BALBOA STADIUM, AND MAKING A RELATED FINDING THAT THE LEASE SERVES VALID PUBLIC PURPOSES.

WHEREAS, the City of San Diego (City) owns approximately 34 acres of improved real property located at 1405 Park Boulevard, San Diego, California, which is dedicated parkland within Balboa Park that includes the San Diego High School campus and Balboa Stadium (Property); and

WHEREAS, the San Diego Unified School District (District) currently leases the Property from the City for the operation and use of both San Diego High School, which has been located on the Property since the 1880s, and Balboa Stadium; and

WHEREAS, in a Municipal Special Election held on November 8, 2016, City voters approved Measure I, which amended Charter section 55 to allow the City Council to authorize a lease of the real property identified in Measure I, which did not include Balboa Stadium, to the District as a public high school for educational, cultural, recreational, and civic programs and activities without a vote of the local electorate; and

WHEREAS, the City's current lease of the Property to the District expires on May 22, 2024, and the District desires to enter into a new, 99-year ground lease for the Property, entitled City of San Diego Flat Rate Lease (Lease), a copy of which is included in the docket materials accompanying this Resolution; and

WHEREAS, the Lease will be effective as of the date that the parties have signed the Lease and the City Attorney has approved the Lease as to form, although the 99-year term (Term) of the Lease will not commence until the current lease expires; and

WHEREAS, the Lease does not modify or amend the current lease for the Property, which will expire on its own terms, but entering into the Lease and having it be effective now will provide the District the necessary rights to allow the District to begin to undertake the whole site modernization plan for the San Diego High School campus now and ensures that the San Diego High School campus will continue to be used for a public high school for educational, cultural, recreational, and civic programs and activities, and that Balboa Stadium will continue to be maintained by the District and used for park and recreation purposes, including those recreation uses related to the District's curricular and extra-curricular programs; and

WHEREAS, the Lease provides that the District will own all improvements on the Property during the Term of the Lease, and conveys to the District, upon the commencement date of the Lease, any ownership interest of the improvements that otherwise may transfer to the City upon the expiration of the current lease; and

WHEREAS, the market value of the Property, as determined by an independent fee appraiser and confirmed by qualified City staff is $33,100,000; and

WHEREAS, in consideration for the City entering into the Lease, the District will convey to the City fee simple title to two parcels of real property, specifically an 11.73-acre parcel known as Camp Elliott #3 and further identified as Assessor's Parcel Number (APN) 373-030-03, which will expand the Mission Trails Regional Park and is a key location to welcome the public into one of the main entrances of the park, and a .394-acre portion of the Logan-Memorial

Educational Complex further identified as APN 545-591-01 (collectively, District Properties), on which the City has previously installed encroachments which are part of Memorial Park; and

WHEREAS, the appraised value of the Camp Elliott #3 parcel is $3,400,000, and the appraised value of the relevant portion of the Logan-Memorial Education Complex is $365,400; and

WHEREAS, the District will not pay rent during the Term of the Lease, but as additional consideration, will maintain and operate all existing improvements on the Property, contribute an estimated $30 million in capital funds toward construction and maintenance of future improvements, which upon the termination of the Lease will become the property of the City, and be responsible for the administrative functions related to the Property, ensuring that the public, and non-profit organizations and clubs organized to promote youth, school or community activities, will be able to use facilities on the Property as scheduled by the District when available; and

WHEREAS, the Lease serves valid public purposes because it (i) carries out the use authorized by the local electorate's approval of Measure I, authorizing a portion of the Property to be used for San Diego High School; (ii) supports the joint efforts of the City and the District to ensure that District property is available for other public uses; (iii) provides facilities that the public, and non-profit organizations and clubs organized to promote youth, school or community activities, will be able to use as scheduled by the District when available; (iv) reduces City maintenance costs for the next 99 years for the improvements on the Property; (v) provides access to updated and improved public high school educational facilities located next to San Diego Community College; and (vi) ensures ongoing and uninterrupted access to educational facilities for City residents, which is a benefit to the City as a whole because it is part of

achieving safe and livable neighborhoods, fostering services that improve quality of life, and cultivating civic engagement and participation; and

WHEREAS, in accordance with the Surplus Land Act (California Government Code sections 54220 - 54234), on May 25, 2021, the Council declared the Property exempt surplus land as set forth in Resolution R-313551, contingent upon the Property being leased to the District for its use; NOW, THEREFORE,

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

1. The Council finds that the Lease serves valid public purposes, as set forth in greater detail above in this Resolution.

2. The Council approves the Lease, for the Term of 99 years.

3. The Mayor or designee is authorized and directed to execute the Lease, a copy of which, when fully signed, shall be placed on file in the Office of the City Clerk as Document No. RR- 313728 .

4. The Mayor or designee is authorized to execute all additional documents necessary to implement the terms and conditions of the Lease, including any documents necessary to complete the District's conveyance of the District Properties to the City.

APPROVED: MARA W. ELLIOTT, City Attorney

By */s/ Melissa D. Ables*
Melissa D. Ables
Deputy City Attorney

MDA:nja
09/16/2021
Or. Dept: READ
Doc. No.: 2761777
Companion to Reso. R-2022-101, R-2022-102

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 05 2021.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: 10/8/21
(date)

_____
TODD GLORIA, Mayor

Vetoed: _____
(date)

_____
TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on OCT. 05 2021, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	☒	☐	☐	☐
Jennifer Campbell	☒	☐	☐	☐
Stephen Whitburn	☒	☐	☐	☐
Monica Montgomery Steppe	☒	☐	☐	☐
Marni von Wilpert	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Raul A. Campillo	☒	☐	☐	☐
Vivian Moreno	☒	☐	☐	☐
Sean Elo-Rivera	☒	☐	☐	☐

Date of final passage OCT. 08 2021.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

TODD GLORIA
Mayor of The City of San Diego, California.

AUTHENTICATED BY:

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

(Seal)

By _____, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 313728

Passed by the Council of The City of San Diego on October 5, 2021, by the following vote:

YEAS:	**LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON WILPERT, CATE, CAMPILLO, MORENO & ELO-RIVERA.**
NAYS:	**NONE.**
NOT PRESENT:	**NONE.**
RECUSED:	**NONE.**

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Matthew R. Hilario**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. **R-313728** approved on **October 5, 2021**. The date of final passage is **October 8, 2021**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: _____, Deputy