



THE CITY OF SAN DIEGO

April 27, 2004

VIA FIRST CLASS MAIL AND CERTIFIED MAIL

Mr. Terry Trout
1207 Upas Street
San Diego, CA 92103

Dear Mr. Trout:

On December 4, 2001, the City Council of the City of San Diego approved a lease between the City and the Boy Scouts America-Desert Pacific Council for roughly fifteen acres of park property located at 1207 Upas Street. The leased property is commonly referred to as Camp Balboa. When the City and the DPC entered into the Camp Balboa lease, the *Barnes-Wallace* case, (United States District Court Case No. 00cv1726J) was pending and the parties realized that the Camp Balboa lease could be invalidated by the District Court. The City and the DPC agreed to a provision in the lease that provided for early termination, if the District Court entered a final judgment in favor of Plaintiffs. Specifically, Section 2.5 of the Camp Balboa lease provides in relevant part:

LESSEE understands and acknowledges that CITY and LESSEE are currently involved in litigation challenging the legality of the existing lease between CITY and LESSEE, on file in the Office of the City Clerk as Document No. 550464 ("Existing Lease"). LESSEE agrees that if any court enters a final judgment ("Final Judgment") requiring the termination of the Existing Lease or this lease ("Lease"), this Lease shall terminate on the date of the Final Judgment.

On April 13, 2004, the District Court entered a final judgment invalidating the Camp Balboa lease. This letter serves as notice that the DPC's leasehold interest has terminated by operation of Section 2.5 of the Camp Balboa lease.

That does not mean that the DPC must vacate the property. Section 2.3 of the Camp Balboa lease provides in relevant part, "[t]he occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of the agreement shall continue in full force and effect; provided, however, CITY shall have the right to terminate the holdover tenancy at will." Consistent with its settlement agreement with Plaintiffs



Real Estate Assets

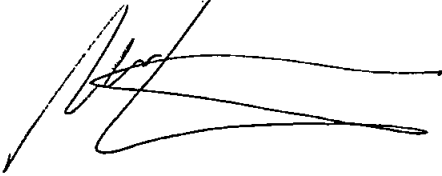
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in *Barnes-Wallace*, the City will allow the DPC to retain possession of the Camp Balboa property until all appeals are finally resolved in favor of Plaintiffs. In the event the judgment is reserved, this termination notice shall no longer be effective.

If you have any questions about this notice, please have your legal counsel contact Deputy City Attorney John P. Mullen at (619) 533-5800.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'W. Griffith', with a long horizontal flourish extending to the right.

William T Griffith
Real Estate Assets Director

cc: George Davidson
Jordan Budd
William Donnell
John Mullen

CITY ATTORNEY.

Mar 11 12 40 PM '02

DUPLICATE

THE CITY OF SAN DIEGO

**DESERT PACIFIC COUNCIL, BOY SCOUTS
OF AMERICA, INC.**

Nonprofit Lease

DOCUMENT NO. 295827
DEC 04 2001
FILED _____
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

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**CITY OF SAN DIEGO
NONPROFIT LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and DESERT PACIFIC COUNCIL, BOY SCOUTS OF AMERICA, INC., a California nonprofit corporation, hereinafter called "LESSEE."

SECTION 1: USES

- 1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described as "Camp Balboa" at 1207 Upas Street in Balboa Park and further described in Section 9.1, Legal Description, hereof. Said real property is hereinafter called the "premises" or "leased premises."
- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of a Boy Scout recreational facility and related administrative offices, in accordance with the General Development Plan referenced in Section 6.12 hereof, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

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

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

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

LESSEE shall be solely responsible for processing all land use, development, and construction approvals required for the use and occupancy of the premises. This

lease shall not be interpreted by any decision maker on any City-issued permit or approval to override or dictate the outcome of any findings required for any permit or development approval.

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

1.5 Easements and Reservations.

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

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

- 1.6 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a nonprofit youth recreational facility and related activities in a fiscally responsible manner and in accordance with the Boy Scout Charter.

- 1.7 Operation of Facilities. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in Section 9.5, Schedule of Days and Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.

- 1.8 Rates and Charges. All charges associated with use of the facilities on the premises shall be in accordance with the schedule set forth in Section 9.4, Schedule of Rates and Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative. All charges for merchandise and services on the premises shall be consistent with those prescribed by the Boy Scouts of America, a nationally chartered scouting organization.
- 1.9 CITY Use. The premises shall be available to CITY for civic events and special programs, free of charge, except where LESSEE has scheduled events or programs. After every CITY use, the premises shall be left in the same condition found, and LESSEE shall not be required to incur any additional costs by reason of CITY use.
- 1.10 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1.2, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
- 1.11 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises. LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public and are designed to allow LESSEE to use the premises for the purposes specified herein. LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.2, Uses, hereof.
- 1.12 Public Signage. LESSEE shall, at all times during the lease term, maintain a prominent CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by LESSEE at a location agreeable to CITY. LESSEE shall keep a reasonable schedule of times when facilities on the premises are available for public use. LESSEE shall also frequently publish the procedures for public use of the facilities on the premises in the Park and Recreation Department's "Balboa Park Facilities Guide" or similar publication.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be twenty-five (25) years commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the twelve (12)-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager.

- 2.2 Right to Extend. Provided that LESSEE is not in default of this lease and is continuing to fulfill its mission of serving youth with a Scouting program, LESSEE has the right to extend this lease once for an additional term of fifteen (15) years, subject to all original agreements, considerations, covenants, and conditions hereof. To exercise this right, LESSEE must give CITY at lease six (6) months written notice before the date on which this lease expires.
- 2.3 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to terminate the holdover tenancy at will.
- 2.4 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition.

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

- 2.5 Early Termination. LESSEE understands and acknowledges that CITY and LESSEE are currently involved in litigation challenging the legality of the existing lease between CITY and LESSEE, on file in the Office of the City Clerk as Document No. 550464 ("Existing Lease"). LESSEE agrees that if any court enters a final judgment ("Final Judgment") requiring the termination of the Existing Lease or this lease ("Lease"), this Lease shall terminate on the date of the Final Judgment. If CITY determines, in its sole discretion, that CITY can comply with the Final Judgment without terminating this Lease, CITY and LESSEE shall negotiate in good faith to amend this Lease to comply with the Final Judgment. If CITY and LESSEE cannot reach agreement on an amended Lease within six (6) months of the date the Final Judgment is entered, this Lease shall terminate on the date that is six (6) months after the entry of the Final Judgment, to the extent not inconsistent with any applicable court order. In the event that a court enters a Final Judgment not requiring termination but which imposes modifications in the use of the premises which preclude LESSEE from complying with the requirements of the Boy Scouts of America, LESSEE may, in its sole discretion, terminate this lease. Upon termination of this Lease pursuant to this Section 2.4, LESSEE shall, within six (6) months thereafter or such earlier date as may be required in any Final Judgment, vacate the premises and remove all of its property from the premises as provided in Section 6.10, Ownership of Improvements and

Personal Property, hereof. CITY shall not be liable to LESSEE in any amount due to early termination of this Lease pursuant to this Section 2.4.

SECTION 3: RENT

- 3.1 Time and Place of Payment. The administrative fee is due annually in advance on or before the first day of each lease year. All annual administrative fees will be prorated during the first and final months of any lease year in order to achieve payment on the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 122289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, Suite 100, San Diego, California.

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

3.2 Rent and Administrative Fee.

- a. Rent Amount. Rent during the term of this lease shall be One Dollar (\$1) per lease year, receipt of which is hereby acknowledged by CITY.
- b. Additional Consideration. LESSEE shall fully implement the General Development Plan as described in Sections 6.12 and 9.2 hereof. LESSEE, at its expense, during the term of this lease shall also perform the following park services outside the leased premises to the reasonable satisfaction of the City Manager:

LESSEE shall perform all maintenance to that adjacent portion of Balboa Park lying between Upas Street and the leasehold boundary, except for tree trimming and removal. LESSEE'S maintenance responsibilities shall include but not be limited to litter control, weed abatement, and walkway sweeping. LESSEE acknowledges that CITY has performed any necessary maintenance to said adjacent portion of Balboa Park to make this area safe and usable prior to LESSEE assuming maintenance responsibilities under this lease. This area shall not be construed as part of the leased premises, nor shall LESSEE move any fences or conduct activities, other than grounds maintenance, thereon.

- c. Administrative Fee. LESSEE shall pay a fee of Twenty-five Hundred Dollars (\$2,500) per lease year, payable annually, to compensate CITY for

the average costs of administering nonprofit leases. Said administrative fee ("fee") is subject to annual adjustments based on increases, if any, in the Consumer Price Index (CPI) as hereinafter provided.

- d. (1) CPI Index Adjustments. At the end of the first year following the effective date of the lease and at the end of each one (1)-year period thereafter during the lease term, the fee shall be adjusted to reflect increases in the Consumer Price Index (CPI).

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Riverside/Orange County, California. If this index is no longer published, the index for adjustment will be the U.S. . Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a fee adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the fee adjustment is as specified in this Subsection d.(1), CPI Index Adjustments. Until the fee adjustment can be reasonably determined by the index method, LESSEE shall continue to make payments at the existing rental rate. When the adjustment is determined, the balance of the fee due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted fee as established by the Consumer Price Index be less than the fee in existence immediately prior to the adjustment date.

- (2) Index Adjustment Computation. The fee for each one (1)-year period following the adjustment until the next adjustment shall be determined prior to the date of adjustment by multiplying the fee which is effective immediately prior to said adjustment by the "adjustment figure" established as follows:

The "adjustment figure" shall be established by dividing the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be a three (3)-month average of index figures published by said CPI using the fourth, fifth, and sixth full months preceding the effective date of this agreement.

To illustrate, if the lease began in May, the CPI figures for November (sixth month), December (fifth month), and January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three (3)-month average of index figures published by said CPI. The three (3) months to be used to establish said average shall be the fourth, fifth, and sixth full months preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

Current Index 121

Base Figure 110 = 1.10 (Adjustment Figure)

Effective Fee x 1.10 = Adjusted Fee

Example 2

Current Index 138

Base Figure 121 = 1.14 (Adjustment Figure)

Effective Fee x 1.14 = Adjusted Fee

The adjustment figure is then multiplied by the annual fee from the preceding adjustment period to determine the new fee. Using the foregoing examples, if the fee is now \$1,000 per month, after the first adjustment it will be \$1,100 per month (\$1,000 x 1.10). In the second adjustment it will be \$1,254 per month (\$1,100 x 1.14).

- e. Maximum Increase. Notwithstanding the foregoing, the fee adjustments will not increase the fee in excess of six percent (6%) per lease year.

- 3.3 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and

accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

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

In the event that the CITY audit, if applicable, discloses that the fee for the audited period has been underpaid in excess of five percent (5%) of the total required fee, then LESSEE shall pay CITY the cost of the audit plus ten percent (10%) per year on the amount by which said fee was underpaid, in addition to the unpaid fee as shown to be due CITY, as compensation to CITY for administrative costs and loss of interest as previously described herein. LESSEE agrees to pay such amount and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE'S late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

- 3.5 Unauthorized Use Charge. LESSEE shall pay CITY twenty percent (20%) of the gross receipts for any service or use that is not permitted by this lease. This payment is subject to the due date provided in this lease for administrative fee payments and the provision for delinquent administrative fees. The existence of the twenty percent (20%) charge in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any CITY rights to terminate a service or use or to default LESSEE for participating in or allowing any unauthorized use of the leased premises.

- 3.6 Annual Budget. LESSEE shall submit to the City Manager by February 1 of each year copies of documents evidencing the proposed programs and financial status of LESSEE for the calendar year commencing January 1. Without limiting the generality of the foregoing, such documents shall include (i) a copy of LESSEE'S proposed programs; (ii) a copy of a detailed operating budget showing expected sources of revenue and the nature of all proposed expenditures, including compensation for the director and staff of LESSEE; and (iii) an adequate reserve

account, in the reasonable opinion of the City Manager, for maintenance and capital improvements to the premises.

SECTION 4: ASSIGNMENT

4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

4.2 Assignment and Subletting. LESSEE shall not assign this lease or any interest therein during the term of this lease. LESSEE shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent subletting, occupation, or use by another person. Any such subletting without such consent shall be void and shall, at the option of CITY, terminate this lease. However, the rental of facilities on the premises on an hourly basis shall not be subject to this Section 4.2.

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

Approval of any sublease shall be conditioned upon the sublessee agreeing in writing that it will assume the rights and obligations thereby subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired. The City Manager may require, as a condition to approval of any sublease of the majority portion of the leasehold, that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current. The City Manager may also require, as a condition to approval of any sublease of a commercial nature (e.g., food vending or telecommunications installations), that LESSEE pay CITY market rents for such uses. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have an interest in this lease as a sublessee.

4.3 Encumbrance. Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate, and its improvements thereon by deed of trust, mortgage, chattel mortgage, or other security instrument to assure the payment of a promissory note or notes of

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

Any subsequent encumbrances on the premises or on any permanent improvements thereon must first have the approval in writing of the City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. LESSEE further understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve, disapprove, or condition any such proposed subsequent encumbrance, including but not limited to amending the lease to provide then-current provisions.

In the event any such approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed or transferred in lieu of foreclosure, CITY will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all the rights, privileges, and duties granted and imposed in this lease.

Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified, and financially responsible person or entity in the opinion of CITY. Any deed of trust, mortgage, or other security instrument shall be subject to all of the terms, covenants, and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants, or conditions hereof. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this lease.

4.4 Defaults and Remedies.

a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, and LESSEE shall fail to commence to cure the default(s) within said thirty (30)-day period and diligently pursue such cure to completion; or

- (2) LESSEE shall voluntarily file any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, which petition is not dismissed within one hundred twenty (120) days of filing; or
- (4) LESSEE shall be adjudicated a bankrupt; or
- (5) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Subsection 4.4a.(1) above is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

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

- b. Remedies of Lender. Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty (30)-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign

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

- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

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

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken.

- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

4.6 Additional Consideration to CITY. LESSEE acknowledges that CITY expends considerable sums for maintenance of Balboa Park areas adjacent to the leasehold. LESSEE further acknowledges that the expenditure of such funds enhances the value of the leasehold. LESSEE and CITY agree that the exact amount of such enhancement is impossible to ascertain. However, CITY desires to be reimbursed to a reasonable extent in consideration for the continued maintenance of adjacent park areas. Therefore, LESSEE and CITY agree that in the event of a subletting of the majority portion of the leasehold, or in the event of a refinancing creating an encumbrance against the leasehold after the permanent improvements have been constructed, pursuant to the General Development Plan as described in Section 6.12 hereof, LESSEE shall pay to CITY two percent (2%) of any amount paid LESSEE in consideration of a sublease of all or a majority portion of the leasehold, or two percent (2%) of the amount of any increased loan or encumbrance against the property over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be the total consideration resulting from the transaction including total cash payments and the market value of noncash consideration, including but not limited to stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments. Prior to CITY'S consent to any majority subletting or refinancing, LESSEE shall deliver to CITY a written statement of all sums due and owing to CITY from LESSEE pursuant to the provisions of this paragraph, together with an acknowledgment from the proposed sublessee or refinancing agency as to the amount due CITY. The sum due CITY shall be payable in full to CITY concurrent with the completion of the transaction, be it a sublease or a refinancing. Any subletting or refinancing in violation of the terms and conditions of this paragraph shall be void.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
- 5.2 Insurance.
- a. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:
- (1) Public liability and property damage insurance in the amount of not less than Three Million Dollars (\$3,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the premises or the work and operations to be performed under this lease.
 - (2) Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover one hundred percent (100%) of the replacement cost. Any proceeds from a loss to improved real property or fixtures shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on the leasehold in accordance with Section 4.3, Encumbrance, hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.
 - (3) Worker's Compensation. For all of LESSEE'S employees who are subject to this lease and to the extent required by the State of California, LESSEE shall keep in full force and effect a worker's compensation policy. That policy shall provide a minimum of One

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

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

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

shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection b.(4), if LESSEE fails or refuses to take out or maintain insurance as required in this lease or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

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

6.2 Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, to enter the premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. Inspections may be done annually or more frequently at CITY'S discretion. Except in emergencies, CITY shall notify LESSEE at least three (3) days in advance of any entry so that LESSEE personnel may escort CITY inspectors. In the event that such entry or inspection by CITY discloses that the premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, but not the obligation, after ten (10) days' written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep the premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that the premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE shall make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws. Any substantial trimming of trees on the premises, defined as the cutting or removing of main branches and limbs, shall be supervised by a Certified Arborist as designated by the International Society of Arboriculture. LESSEE shall also maintain the adjacent park area outside the leased premises described in Section 3.1b., Additional Consideration, hereof.

During the first two (2) years of this lease, LESSEE shall also complete all repairs and improvements required by CITY of a health and safety nature, as follows: resurface parking lot, repair/replace sidewalks as needed, rewire/replace interior electrical fixtures and wiring as needed, install new plumbing fixtures and waterlines as needed, install new floor coverings as needed, repair/install heating and air conditioning as needed, and other items as may be identified by CITY or LESSEE. All work shall be performed to the satisfaction of the City Manager and in compliance with all applicable laws.

6.4 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written

approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

- 6.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities shall be installed underground, and LESSEE shall always maintain a water sub-meter on the premises.
- 6.6 Construction Bond. Whenever there is any capital improvement to be constructed on the premises, LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY. This provision shall not apply to general maintenance and repairs which do not require a construction contract.
- 6.7 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorneys' fees.
- If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:
- a. take all actions necessary to record a valid release of lien, or
 - b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.
- 6.8 Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased

premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees, and assessments will not reduce any rent due CITY.

- 6.9 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within twenty-four (24) hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

6.10 Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage at its expense.
- e. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

- 6.11 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.
- 6.12 Development Plan. LESSEE agrees to expend at least One Million Seven Hundred Thousand Dollars (\$1.7 million) during the first seven (7) years of this lease for capital improvements to the leased premises. The \$1.7 million shall not include maintenance expenditures, other than the cost up to a maximum of \$350,000, for repairs and improvements of a health and safety nature required by CITY during the first two (2) years of this lease in Section 6.3, Maintenance, hereof. The fair market value of capital improvements may be funded in money or in kind, through contributed or discounted services and materials. The capital improvements shall be constructed by LESSEE in accordance with a General Development Plan, the general contents and provisions of which are described in Section 9.2a. hereof. LESSEE'S capital improvements shall be for the purpose of enhancing the programs and services offered on the premises. A Conceptual Development Plan listing possible improvements is set forth in Section 9.2b. hereof. LESSEE shall submit to CITY within the first two (2) years of this lease a complete General Development Plan that is reasonably consistent with the Conceptual Development Plan herein. The General Development Plan shall be subject to review and approval by the City Manager, including review for compliance with the California Environmental Quality Act. The General Development Plan, upon approval by the City Manager, shall be attached hereto and made part of this lease. The City Manager shall have the authority to authorize subsequent changes to the approved General Development Plan provided the changes are reasonably consistent with the Conceptual Development Plan herein. Failure by LESSEE to comply with the requirements of this section or with the approved General Development Plan shall constitute a major default and subject this lease to termination by CITY. The City Manager, in his sole discretion and without further City Council approval, may approve an extension of up to one (1) year to allow a maximum of eight (8) years for completion of the \$1.7 million in General Development Plan improvements.

At least six (6) months prior to the tenth anniversary of this lease and every ten (10) years thereafter, LESSEE shall submit a new General Development Plan to CITY describing the capital investment that LESSEE will make to construct new capital improvements and refurbish existing ones on the premises during the next ten (10) years. Each new General Development Plan shall be subject to review and approval by the City Manager as to sufficiency of investment to ensure that good quality improvements are maintained on the premises at all times to satisfy

LESSEE'S program requirements and the terms of this lease, including review for compliance with the California Environmental Quality Act.

- 6.13 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704-1 and by this reference is incorporated herein.

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

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

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

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or

under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

- 6.14 Asbestos Disclosure. CITY discloses to LESSEE that portions of the structural components of the premises may contain asbestos. LESSEE acknowledges having received notice from CITY of the presence of such asbestos in accordance with Health and Safety Code Section 25915. LESSEE shall disclose the existence of asbestos on the leased premises, as required by Health and Safety Code Section 25915. LESSEE agrees to indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the leased premises.
- 6.15 Best Management Practices. CITY and LESSEE acknowledge that the preservation of Balboa Park for the enjoyment of the public is influenced by the continued protection of land and water quality in the park. To further this goal, LESSEE agrees to implement the program described herein to manage LESSEE'S activities in a manner which aids in the protection of land and water resources. LESSEE shall observe the Best Management Practices (BMP) listed below in order to control erosion and reduce the amount of pollutants and other sediments discharged from the leased premises into other areas of Balboa Park. LESSEE shall also inform its employees, contractors, subcontractors, sublessees, agents, and vendors of the BMP and shall include in each applicable contract the requirement for compliance with BMP for maintenance of land and water quality within the leasehold.
- a. Parking Lots. Cleaning and/or sweeping of parking lots and walkways shall be done on a daily basis. In addition, the use of water for cleaning and/or sweeping shall be minimized. The sweeping program shall include, but not be limited to, the removal of litter, oil, grease, and particulate matter before it enters storm drains located on or around the leased premises. Catch basin inserts such as stormceptors shall be installed at storm drains when any new construction is performed on the leased premises.
- b. Landscaping. To prevent an excess amount of water runoff into Balboa Park, grass filter strips or similar devices shall be utilized at all storm drain inlets that collect runoff from the existing landscaped areas of the parking lots. Drip irrigation shall be used in lieu of spray irrigation where practical. The irrigation system shall operate in a manner that ensures

survival of plant materials. Inspection for damaged sprinkler heads and wear and tear shall be performed regularly.

Water-conserving plants and turf shall be used whenever feasible. Irrigation parts shall be replaced immediately upon detection of failure. Intentional disposal of landscape debris into storm drains is prohibited. Water used for irrigation shall not be allowed to run off the leased premises. Use of pesticides and fungicides that have been banned from manufacture by the U.S. EPA is prohibited.

- c. Erosion Control. Vegetation and other suitable ground cover on all slopes and other open areas shall be maintained to provide adequate long-term soil protection and erosion control to prevent the transport of sediment from the leased premises during rainfall and irrigation. Any erosion problems caused by rainfall, broken sprinkler heads, or irrigation shall be corrected promptly, and any transported sediment shall be promptly removed before it reaches a storm drain or receiving water.
- d. Storm Drains. Hazardous material or waste, cleaning compounds or detergents (biodegradable or otherwise), runoff from cleaning operations of food containers or transport equipment, wash-down or wash-off containing organic matter either man-made or natural, liquid food products or grease, paint or paint cleaning materials, or anything else that is of a questionable nature shall not be discharged or disposed of into the storm drain system.
- e. Maintenance/Repairs. Complete washing of vehicles and equipment shall be done in a contained wash rack. Sandblasting or other heavy maintenance is prohibited within the leased premises. Any vehicle and equipment maintenance tasks that could cause a toxic discharge shall not be conducted on the leased premises. Oil changes shall be performed at a fuel dock.
- f. Recyclables/Hazardous Materials. Trash receptacles and containers for recyclables shall be provided and cleaned on a regular basis and clearly marked and sited so that they are convenient for patrons, guests, and staff on the premises. All hazardous materials shall be disposed of in a safe manner. Use of any pesticide that has a high risk of runoff or leaching shall be minimized and a suitable alternative utilized. A secure location shall be provided to store hazardous wastes with each container properly labeled.
- g. Other BMP. The foregoing BMP may be modified or new BMP required pursuant to Section 7.2, Compliance with Law, hereof.

SECTION 7: GENERAL PROVISIONS

7.1 Notices

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

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

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

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.
- c. Notice served pursuant to the terms of this Section 7.1 shall be effective upon personal service or two (2) days after service by mail.

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

- 7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

- 7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S use of the premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment

- 7.5 Compliance with CITY'S Equal Opportunity Contracting Program. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through

22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

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

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

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

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

- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

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

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

- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or lessees shall include a condition that the contract, agreement, or lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve (12) months immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

- 7.12 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The LESSEE'S policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.

- (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.
- 7.13 Disabled Access Compliance. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with the 1990 Americans with Disabilities Act and Title 24 of the California Code of Regulations (Building Code), as defined in Section 18910 of the California Health and Safety Code, and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.
- 7.14 Bylaws. Membership in LESSEE'S organization shall be open to anyone meeting the requirements of its rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by LESSEE'S organization shall, before being put into effect, be submitted to and receive written acceptance from the City Manager. Such accepted bylaws shall be on file in the office of the Real Estate Assets Department prior to CITY execution of this lease.
- 7.15 Corporate Authority. Each individual executing this lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the bylaws of the corporation, and that this lease is binding upon the corporation in accordance with its terms, and that LESSEE is a duly qualified corporation, as provided in Section 9.3, Corporate Name, hereof, and all steps have been taken prior to the date hereof to qualify LESSEE to do business in California.
- 7.16 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 7.17 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.
- 7.18 Building Setback. LESSEE shall not construct any building or structure within one hundred fifty (150) feet of the easterly line of Cabrillo Freeway.
- 7.19 Supersedure. It is mutually agreed that this lease, upon its effective date, supersedes and annuls that certain lease executed on March 28, 1957, with San Diego County Council, Boy Scouts of America, City Clerk Document 550464, which is hereafter void and of no effect except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.

SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager pursuant to City Council Resolution No. R 295827, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date 3-6-02

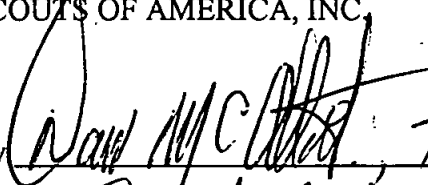
By


William T. Griffith
Real Estate Assets Director

LESSEE: DESERT PACIFIC COUNCIL, BOY
SCOUTS OF AMERICA, INC.

Date January 2, 2002

By

 PRESIDENT

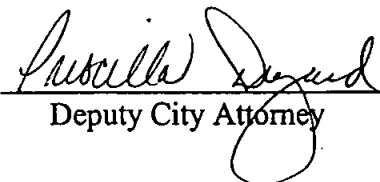
By

 SECRETARY

APPROVED as to form and legality this 13th day of March, 2002.

CASEY GWINN, CITY ATTORNEY

By


Deputy City Attorney

PTC:jmj
12/27/01

I:\WPO\2001\CRAWFORD\LEASE-BOY SCOUTS OF AMERICA.wpd

SECTION 9: EXHIBITS

9.1 Legal Description.

That portion of Balboa Park in the City of San Diego, County of San Diego, State of California, according to Drawing No. 6453-L thereof made by the City Engineer of San Diego, being a portion of Pueblo Lot 1131 of the Pueblo Lands of San Diego, according to Miscellaneous Map No. 36 thereof filed in the Office of the San Diego County Recorder, described as follows:

Commencing at the intersection of the Southerly prolongation of the Easterly line of Vermont Street, as located and established as of the date of this instrument, and the Northerly line of said Pueblo Lot 1131; thence North 89°43'00" East, along said Northerly line of Pueblo Lot 1131, 98.80 feet; thence South 00°17'00" East 83.00 feet to the True Point of Beginning; thence continuing South 00°17'00" East 325.00 feet; thence South 28°09'00" West, 132.00 feet; thence South 03°31'00" West, 90.50 feet; thence South 58°47'30" West, 364.50 feet; thence South 34°59'12" West, 102.00 feet; thence South 44°23'42" West, 241.00 feet; thence due West to a point on a line parallel with and 25.00 feet Easterly, measured at right angles, from the Easterly right-of-way line of Cabrillo Freeway, as said Easterly line is located and established as of the date of this instrument; thence Northerly along said parallel line to an intersection with a line bearing South 89°43'00" West from the True Point of Beginning; thence North 89°43'00" East along said line to the True Point of Beginning.

9.2a. General Development Plan.

The General Development Plan will consist of:

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

and, upon approval by the City Manager, will be attached hereto and made part of this lease.

9.2b. Conceptual Development Plan.

(See attached pages 31a. and 31b.)

9.2b.

CONCEPTUAL DEVELOPMENT PLAN

FOR BALBOA PARK PROPERTY AND FACILITY

July 2001

The Desert Pacific Council seeks to extend its lease, which expires in 2007, for an additional fifty years. The council wishes to continue to occupy, manage, and provide services for the citizens of San Diego. For the past half century, Camp Balboa has been a focal point for family activity. Since the early 1920's, tens of thousands of San Diego residents have enjoyed and formed emotional attachments to the programming provided at Camp Balboa by the Boy Scouts.

Camp Balboa provides an experience and opportunity for all citizens in an urban environment "in the heart of the city" that is both unique and irreplaceable. With the assurance of a lease extension, the Scouts can move forward with plans to fund the capital improvements necessary to improve the property and facilitate increased usage of the Camp.

A study group meeting in 1999 determined that there is significant potential to increase camping and program usage at Camp Balboa. The Council has plans to increase its outreach program offerings to the inner city and disadvantaged youth. A special task force is being formed to promote current programs and establish collaborative and innovative programs with other community organizations to increase usage by youth, families, and the community at large.

Our study group, which met twice a month for over a year, has suggested possible improvements to Camp Balboa that should be made to better accommodate members of the community, which may include:

Upgrade the existing facilities, including internal electrical wiring and fixtures, installation of heating and air conditioning as needed and telephone data infrastructure. Interior improvements will also include new floor coverings in all offices, interior and exterior painting of all buildings, and replacement of plumbing fixtures as needed.

- Resurface parking lot
- Upgrade pool shower and changing facility to better accommodate families and the disabled.

- **Implement play areas such as**
 - **Indian Village**
 - **Pirate Ship**
 - **Gold Mine**
- **Upgrade existing rest room facilities to better accommodate families**
- **Design and install more efficient water-conserving irrigation system**
- **Upgrade amphitheater stage area**
- **Plant additional trees and improve ground covering**
- **Installation of solar heating for pool**
- **Upgrade youth archery and BB gun range**

The projected budget for possible improvements is \$1.7 Million, funded by cash or in kind, through contributed or discounted services and materials. The desired timeline is:

- **Conduct feasibility studies and design work: 1-2 years**
- **Submit General Development Plan to City: 2 years after lease extension approval**
- **Complete capital improvements contained in the approved General Development Plan within 7 years of lease extension approval.**

9.3 Corporate Name.

DESERT PACIFIC COUNCIL, BOY SCOUTS OF AMERICA, INC.
CORPORATE NAME

I, TERRY F. TROUT, certify that I am the SECRETARY
of the corporation named in the attached agreement; that DAN McALISTER,
who signed this agreement on behalf of the corporation, was then PRESIDENT
of said corporation; that said agreement was duly signed for and on behalf of said corporation by
authority of its governing body, pursuant to a resolution duly adopted by its Board of Directors
on January 30, 2002, and is within the scope of its corporate powers; and that
set out below are the names of the officers and directors of said corporation.

By

J F Trout SECRETARY

CORPORATE SEAL

Name

Dan McAlister, PRESIDENT
Title

Name

J F Trout, SECRETARY
Title

Name

Title

Name

Title

9.4 Schedule of Rates and Charges.

Local Boy Scouts pay the following:

\$4 per person per weekend for camping
\$4 per person per night for midweek camping
\$25-\$50 per day for building/facility use

Out-of-Council and non-Boy Scout groups pay the following:

\$10 per person per weekend for camping
\$5 per person per night for midweek camping
\$25-\$50 per day for building/facility use

A \$20 deposit is required to reserve a campsite.

Camp Balboa Facility Rental Fees:*

	<u>Deposit</u>	<u>Weekend & Midweek Rate</u>
Scout Bowl (3 hours)	\$20	\$30
Scout Bowl (3 hours) with sound & lights	\$20	\$40
Conference/Training Room Key Deposit	\$20	-0-
Pool-Side Patio (2 hours)	\$20	\$25
Pool (1-4 people)	-0-	\$1 per person
Pool (5-50 people)	\$20	\$25 per hour
Pool (50-120 people)	\$20	\$40 per hour
Patio/Scout Bowl Package		
without sound and lights	\$20	\$40
Patio/Scout Bowl Package		
with sound and lights	\$20	\$50
"Hogan" Training Center	\$20	\$30

*Facility fees are the same for both Scouts, non-Scouts, and non-local users.

The Scout Shop sells uniforms, badges, and equipment. Prices are comparable to other retail establishments. The majority of items sell for between \$1 and \$25.

RESOLUTION NUMBER R-295827

ADOPTED ON DECEMBER 4, 2001

WHEREAS, since 1946, the Boy Scouts of America has leased approximately 15.61 acres of Balboa Park, located on Upas Street in the northwestern portion of the Park, for a Scout recreational facility and related administrative offices; and

WHEREAS, improvements constructed by the Boy Scouts over the years consist of an administrative headquarters, eight campsites, swimming pool, Scout store, amphitheater, program lodge, and picnic area; and

WHEREAS, the current 50-year lease expires in 2007 and the Boy Scouts requested an early renewal of the lease to engage in a capital campaign to further improve the leased premises; and

WHEREAS, the City and Desert Pacific Council, Boy Scouts of America, Inc., have negotiated a 25-year lease agreement with a 15-year option at the initial rental rate of \$1.00 per year, plus a \$2,500 per year administrative fee, to be adjusted annually, as directed by the City Council; and

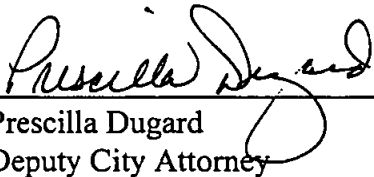
WHEREAS, the new lease will require the Boy Scouts to raise and expend at least \$1.7 million during the next seven years to improve the leased premises, including upgrading and remodeling existing improvements and constructing new theme program and play areas; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is authorized to execute, for and on behalf of The City of San Diego, a 25-year lease agreement

with a 15-year option to renew, with Dessert Pacific Council, Boy Scouts of America, Inc., a California nonprofit corporation, for a Boy Scout recreational facility and related administrative offices on approximately 15.61 acres of Balboa Park at 1207 Upas Street, at an initial annual rent of \$1.00, provided that the Boy Scouts of America give the City written notice of intention to extend the lease and include a new general development plan describing their capitol investments for the following 10 years., as more particularly described under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No.

RR- 295826.

APPROVED: CASEY GWINN, City Attorney

By 
Prescilla Dugard
Deputy City Attorney

PD:cdk
11/20/01
12/07/01 REV.
Or.Dept:REA
R-2002-725
Form=leaser.frm

Passed and adopted by the Council of San Diego on December 04, 2001 by the following vote:

YEAS: PETERS, WEAR, STEVENS, MAIENSCHIN, MADAFFER, MAYOR MURPHY

NAY: ATKINS, FRYE, INZUNZA

VACANT: NONE

NOT PRESENT: NONE

AUTHENTICATED BY:

DICK MURPHY

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

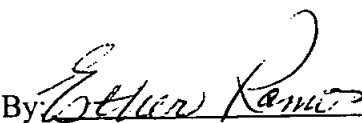
By: Esther Ramos, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R- 295827, passed and adopted by the Council of The City of
San Diego, California on **DEC 04 2001**

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy

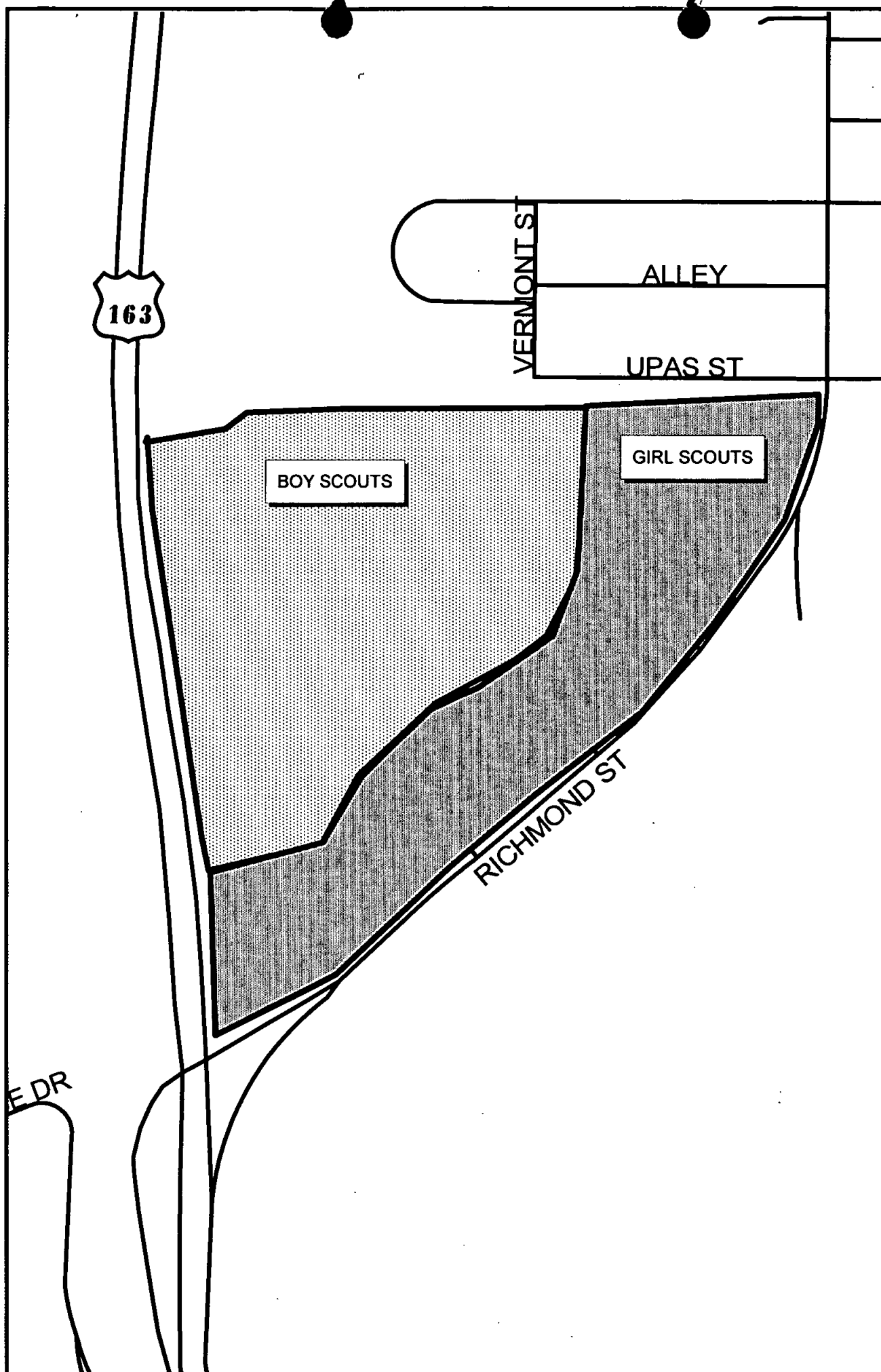


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Vicinity Map

[illegible]

Plot Date: 11/13/00



**Desert Pacific Council
Boy Scouts of America**

General Development Plan for Camp Balboa

March 2004

**1207 Upas Street
San Diego, California 92103
619-298-6121**

INTRODUCTION

Boy Scouts in Balboa Park

Boy Scouts have maintained a presence in Balboa Park since shortly after the United States Congress chartered Boy Scouts of America in 1916.

In 1920, Boy Scouts began using the Indian Village in the Painted Desert that had been built by the Atchison Topeka and Santa Fe Railway for the 1915-1916 Panama-California Exposition. Boy Scouts spent thousands of dollars of their charitable funds to maintain the Indian Village and used it for much of the first half of the century.

During World War II, much of Balboa Park was turned over to the military, and Boy Scouts were temporarily displaced. In 1946, however, the military moved out of Balboa Park, and the City granted Boy Scouts the use of approximately 15 acres located at 1207 Upas Street. Camp Balboa was born.

Camp Balboa

Since 1946, the Boy Scouts have raised and spent their charitable funds to develop nine campsites (including one site that is ADA approved and used regularly by disabled youth), a swimming pool with restroom and showers, an archery range, an amateur radio room, a residence and office for a ranger, and buildings and other facilities for meetings and activities in the new Balboa park location. The Desert Pacific Council brought water and power into the property and built the parking lot to keep campers from parking on the streets.

Under Boy Scouts' stewardship, Camp Balboa has become a rare opportunity for urban youth to enjoy the great outdoors in middle of the nation's seventh largest city and fifth largest county. The Balboa Park Master Plan describes the campgrounds operated by Camp Fire, Girl Scouts, and Boy Scouts as,

“an area for the appreciation of nature and the opportunity for young person social interaction within an outdoor setting. Although not a campground within the ‘wilds’ so to speak, the camps provide a natural enough character to act as a transitional experience between the ‘city’ and the ‘country.’”

Camp Balboa is open to all who wish to use it on a first-come, first-served reservation basis. Camp Balboa is used for year-round camping and meetings by Scouts and others alike. Youth groups such as Girl Scouts, Camp Fire, and YMCA use the swimming pool throughout the summer and many organizations in our community, such as, law enforcement and fire departments reserve space for meetings and training sessions.

Recent Improvements

Since the inception of the new Camp Balboa lease at the end of March 2002, Desert Pacific Council has made many repairs and improvements with the goal of maximizing the health and safety of the many youth who use the Camp.

1. Painting

The exterior painting of Atherton Hall, the Service Center and campsite restrooms were completed. In addition, the interior of the service center, campsite restrooms and the east wing of Atherton Hall have been painted.

Value of Improvements: \$24,750

2. Parking Lot

After completing a full survey of the property, Desert Pacific Council undertook re-design work for the parking lot while performing interim improvements such as patching holes in the asphalt.

Value of Improvements: \$ 13,800

3. Floor Coverings

Desert Pacific Council installed approximately 2,835 square feet of new carpeting in the East wing of Atherton Hall, a meeting room known as Atherton 2, the Service Center reception area and in various offices. The carpet was specifically chosen for its durable nature, as it must withstand the wear and tear it is exposed to by youth activities conducted at the camp.

Value of Improvements: \$ 6,395

4. Heating and Air Conditioning

The Heating and Air conditioning units currently used in the service center were in need of significant improvements due to their age and condition. These improvements to these existing units are making a significant difference in the comfort level afforded to users of the Service Center.

In addition, initial design work to include the layout of ducting and the heating/air conditioning units themselves has been done for future installation in Atherton Hall.

Value of Improvements: \$3,430

5. **Electrical Fixtures and Wiring**

Desert Pacific Council installed a new set of pool and patio lights surrounding the pool in order to provide greater visibility during evening hours. Desert Pacific Council also replaced the pool pump-room lights.

Value of Improvements: \$3,030

6. **Plumbing**

Desert Pacific Council replaced two sinks in the women's side of restroom 2, which is adjacent to campsites 4-7. In addition, the pool house plumbing has been upgraded with the addition of 10 shower heads, 10 valves and a new water heater.

Value of Improvements: \$2,400

7. **Sidewalks**

The Balboa Facilities Committee reviewed layout and traffic flow (current and future) as it relates to the renovation of sidewalks. The removal of sidewalks consistent to this plan was conducted as they were lifting due to tree roots causing safety concerns for users of the camp.

Value of Improvements: \$1,425

DEVELOPMENT SCHEDULE

In addition to the improvements already completed or underway, Desert Pacific Council has planned the following capital improvements over the next five years.

1. **Automatic Security Gate**

Installation of an automatic gate with keypad similar to the gate at the entrance of the Girl Scout headquarters. This gate would allow convenient access for users of the facility and assist in limiting traffic flow during the hours the gate is to be closed. In addition, the gate would provide increased security for users of the facility.

Estimated Completion Date: Fall 2006

2. **Parking Lot**

Expansion and reconfiguration of the parking lot to maximize space and provide for drop off/pick up areas, as well as additional parking.

Estimated Completion Date: Spring 2007

3. **Pool Renovations**

The pool is one of the facilities used extensively by the community throughout the summer. At present, the pool is not heated. Desert Pacific Council intends to add solar heating in order to extend the time the pool may be used. In addition, the pool renovation may include the replacement of filters, re-surfacing of the pool surface and the installation of skimmers, as needed. The pump room and service areas underneath the pool are also being evaluated for improvements.

Estimated Completion Date: Spring 2008 (in time for summer use)

4. **Climbing Structure**

The addition of a climbing structure to the property would provide yet another activity center for youth. A climbing structure could also be used in conjunction with a confidence course (currently being researched) that could be used in team building exercises. To be included in or adjacent to the climbing structure would be a storage space for related gear and equipment.

Estimated Completion Date: Spring 2008

5. **Mine Shaft and Planetarium**

The construction of a mine leading to a planetarium would provide opportunities for education in a setting that would stimulate the imagination of youth. The mineshaft would also lead to a room that could be used for instruction prior to entering the planetarium.

Estimated Completion Date: Fall 2008

6. **Landscaping**

Desert Pacific Council will landscape and hardscape entire property as needed to support separation from campsites, hiking paths and program features consistent with youth group use. Essential to the plan are the use of native plants and a new water-conserving irrigation system.

Estimated Completion Date: Fall 2008 (following summer camp)

7. **Baden-Powell Lodge**

Renovation of Baden-Powell lodge and camp office to more adequately support programs and activities held at the camp. Key features of the renovation may include the expansion of the kitchen and first aid room in addition to new floor coverings and paint for the entire lodge.

Estimated Completion Date: Winter 2008

8. **Landship**

Similar to the Mineshaft project, a landship program feature provides youth an opportunity to learn about the world around them in a fun environment. The landship would be suitable for multi-purposes both above and below deck.

Estimated Completion Date: Spring 2009 (in time for summer use)

9. **Restrooms and Showers**

Conversion and expansion of bathrooms located in Atherton Hall, the service center and the pool house to single user showers and toilets. These are being designed consistent with pool use, camping area needs, and planned multi-purpose dorms and meeting rooms.

Estimated Completion Date: Winter 2009

10. **Stockade/Fort**

Construction of a multi-purpose Stockade to be used in the delivery of youth programs. The facility will also provide increased meeting space for campers and others. This feature provides a functional space, in a fun, theme oriented environment.

Estimated Completion Date: Winter 2009

11. **Atherton Hall**

Conversion to be accomplished includes the East wing, West wing, upstairs portion of Atherton Hall and perhaps sections of the Service Center to meeting rooms and multi use dorms. This includes the addition of central heating & air conditioning, the movement of internal walls, new windows and new flooring, as needed. This renovation will convert space currently used for office and storage into comfortable overnight quarters that can be used year round. This will serve as a valuable resource to schools and other youth serving agencies in an area centrally located to the San Diego Zoo, Balboa park and the activities offered at Camp Balboa.

Estimated Completion Date: Winter 2009 (in time for summer use)

ESTIMATED CONSTRUCTION COSTS

1.	Automatic Gate.....	\$11,000
2.	Parking Lot.....	\$35,000
3.	Pool Renovations	\$115,000
4.	Climbing Wall.....	\$60,000
5.	Mine Shaft and Planetarium.....	\$252,000
6.	Landscaping.....	\$145,000
7.	Baden-Powell Lodge.....	\$66,000
8.	LandShip.....	\$265,000
9.	Restrooms and Showers.....	\$209,000
10.	Stockade/Fort	\$229,000
11.	Atherton Hall/Service Conversions	\$428,000

Total Estimated Costs: \$1,815,000

FINANCIAL PLAN

For the past two years, Desert Pacific Council has been formulating a capital campaign strategy for possible kickoff in 2005.

Desert Pacific Council will raise the funds needed for the capital improvements outlined in this plan, as well as the securing of funds that will be set aside to endow the maintenance of Desert Pacific Council facilities.

LANDSCAPE PLAN

A comprehensive landscape plan is being developed that is consistent with the camping, multipurpose dorms and specialty program features discussed in the plan.

Landscape features will include an assortment of drought resistant plants, shrubs and trees native to the area that provide shade and privacy for users of the facility.

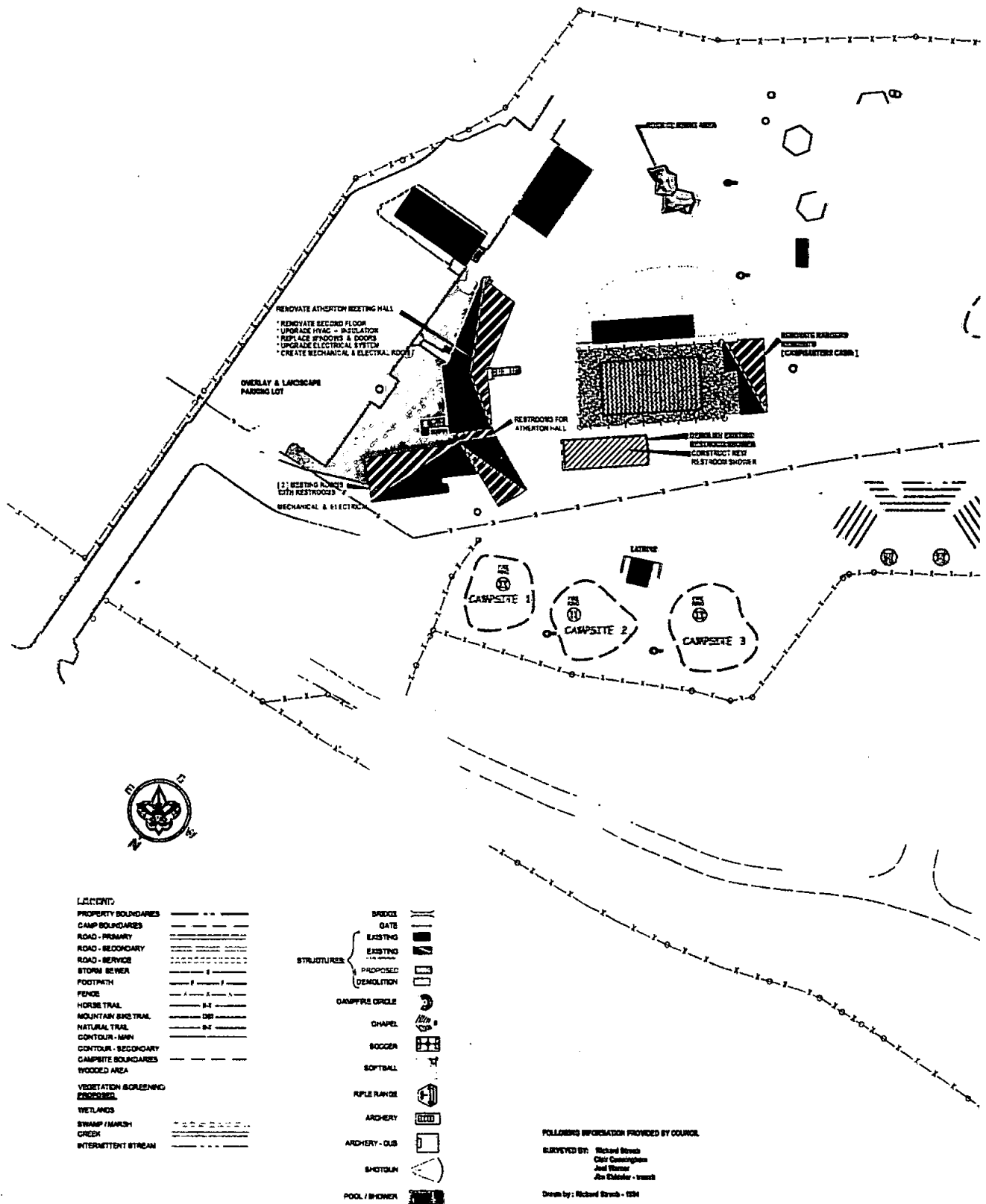
Thoughtful consideration is also being given to the use of water conserving irrigation systems and environmental educational opportunities for youth, such as a planting program that could be conducted in conjunction with the overall landscape plan.

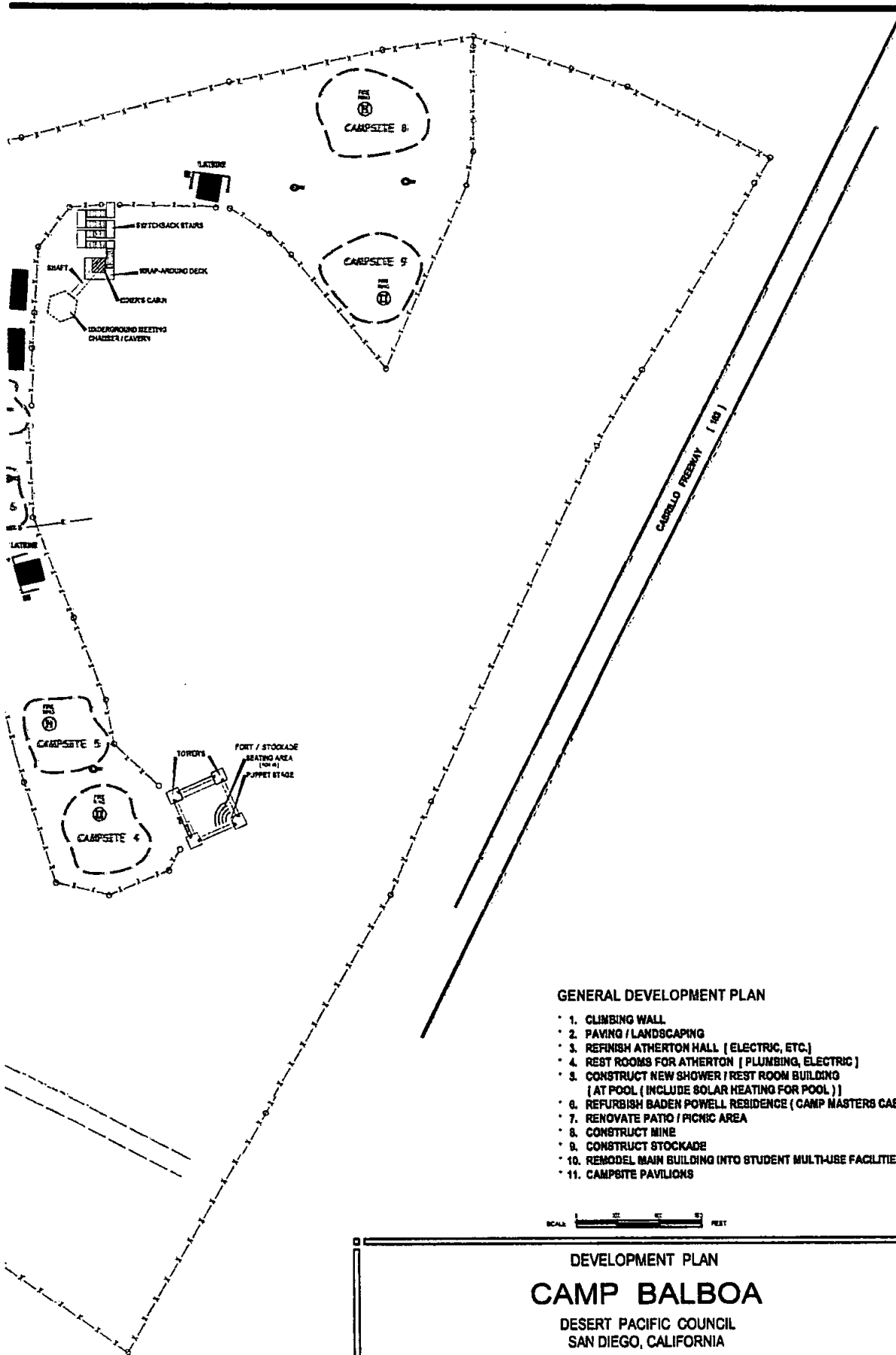
PLOT PLAN

The development of the site plan was conducted utilizing focus groups discussing the highest and best use of the property. Members of these focus groups included previous and current users of the camp in addition to landscape and construction specialists.

After thorough review, the task force concluded that youth-focused, multi-purpose dorms and meeting rooms are the best use for the buildings that make up the Atherton Hall and the Service Center areas. These will increase options for the community to take advantage of the ideal location and significant resources afforded for youth at Camp Balboa. The development of key specialty features will continue to center on youth users in the campgrounds, multi-purpose dorms, and meeting rooms.

The attached exhibits are conceptual drawings of some of the major improvements planned in order to serve the youth community more effectively.





GENERAL DEVELOPMENT PLAN

- * 1. CLIMBING WALL
- * 2. PAVING / LANDSCAPING
- * 3. REFURBISH ATHERTON HALL (ELECTRIC, ETC.)
- * 4. REST ROOMS FOR ATHERTON (PLUMBING, ELECTRIC)
- * 5. CONSTRUCT NEW SHOWER / REST ROOM BUILDING (AT POOL (INCLUDE SOLAR HEATING FOR POOL))
- * 6. REFURBISH BADEN POWELL RESIDENCE (CAMP MASTERS CABIN)
- * 7. RENOVATE PATIO / PICNIC AREA
- * 8. CONSTRUCT MINE
- * 9. CONSTRUCT STOCKADE
- * 10. REMODEL MAIN BUILDING INTO STUDENT MULTI-USE FACILITIES
- * 11. CAMPSITE PAVILIONS

SCALE 0 25 50 75 FEET

DEVELOPMENT PLAN CAMP BALBOA

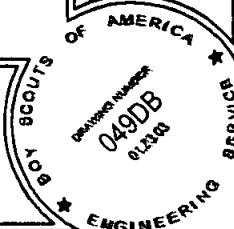
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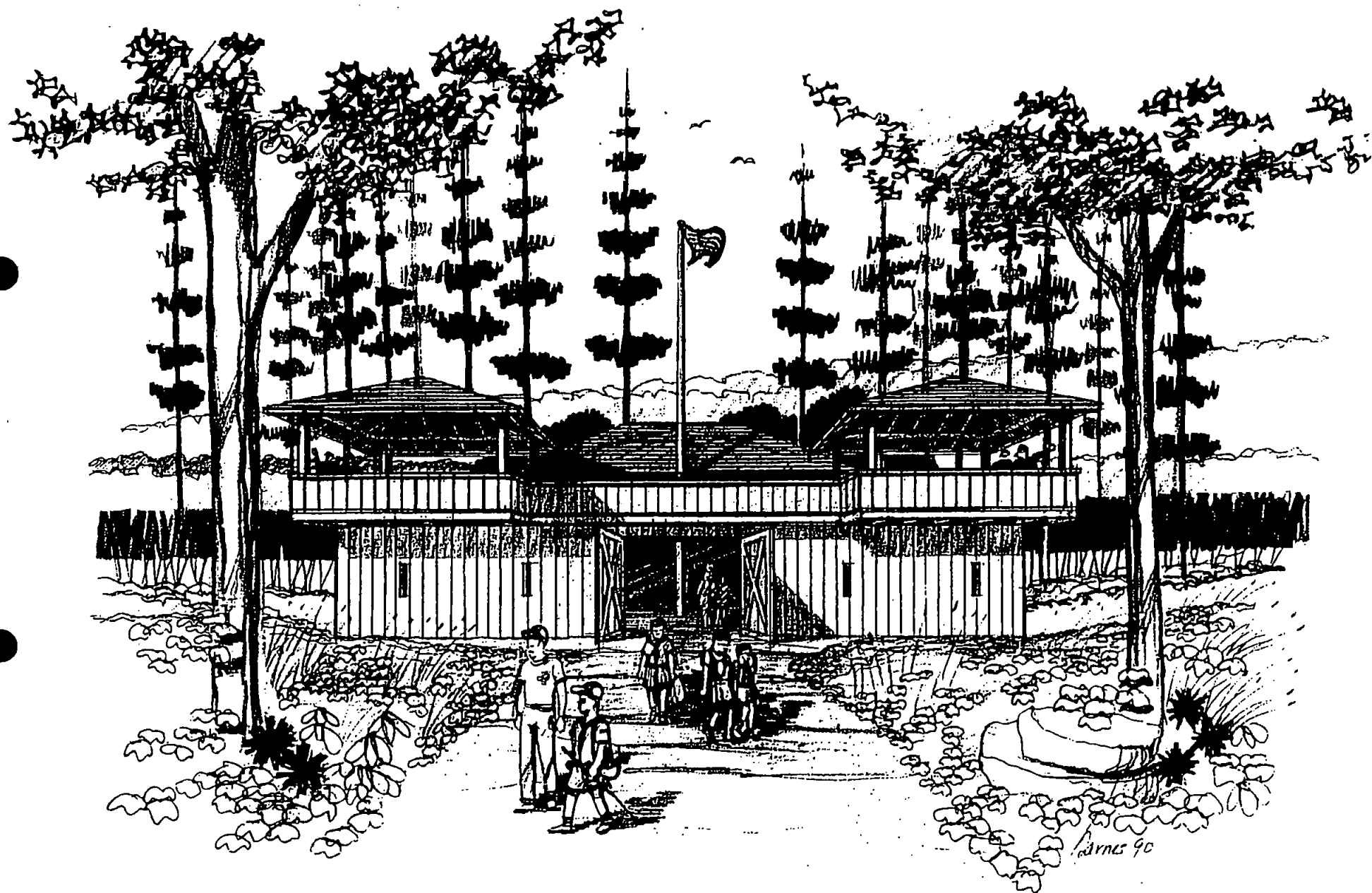
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BOY SCOUTS OF AMERICA
1232 E. CALLE DEL SOL
SPRING, TX 75781-2078

ORIGINATOR: PK
DRAWN: ELC





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BOY SCOUTS OF AMERICA
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Irving, Texas 75015-3079
(214) 580-3413

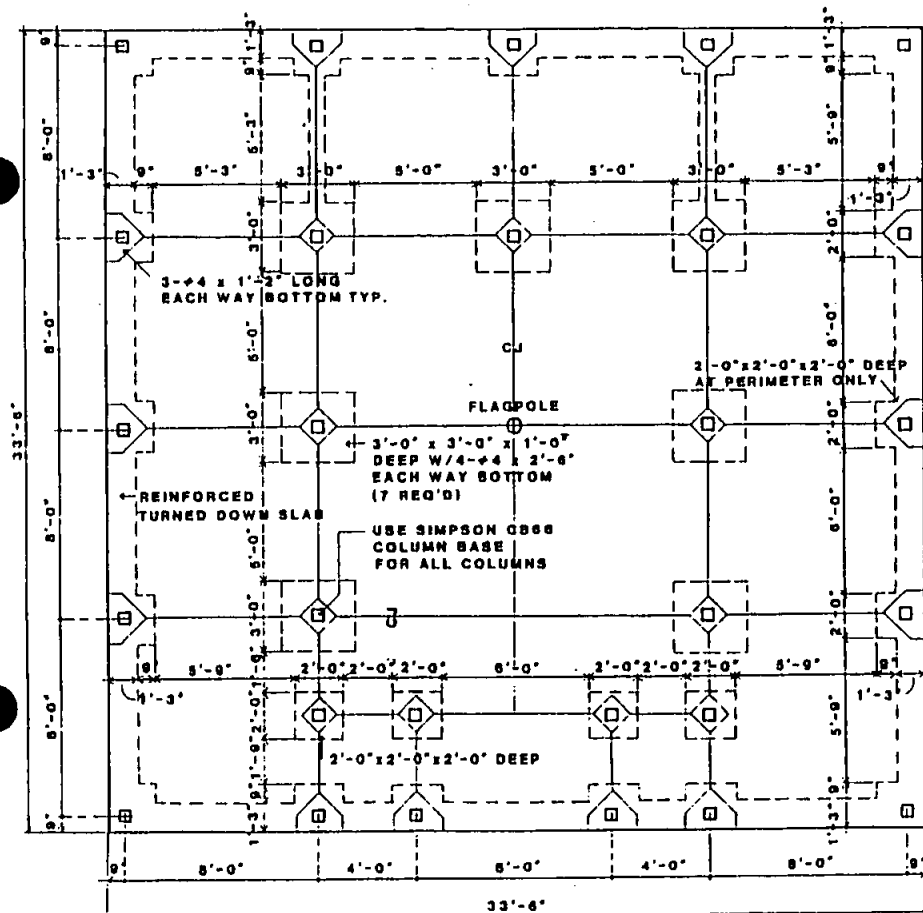
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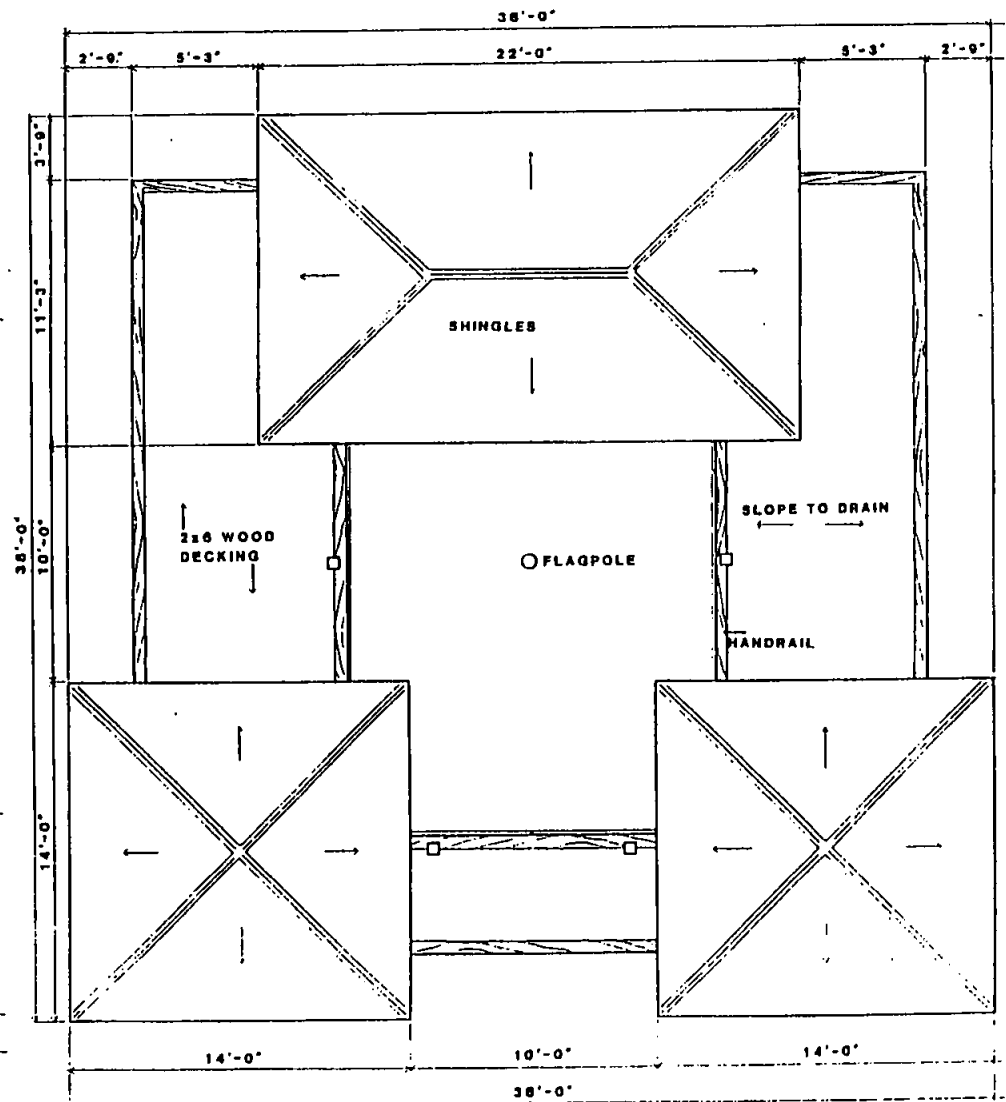


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JUNE 1, 1990



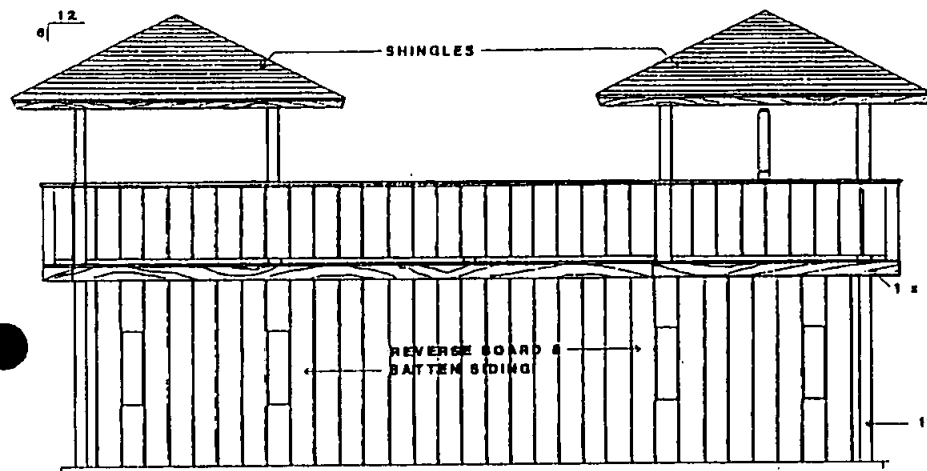
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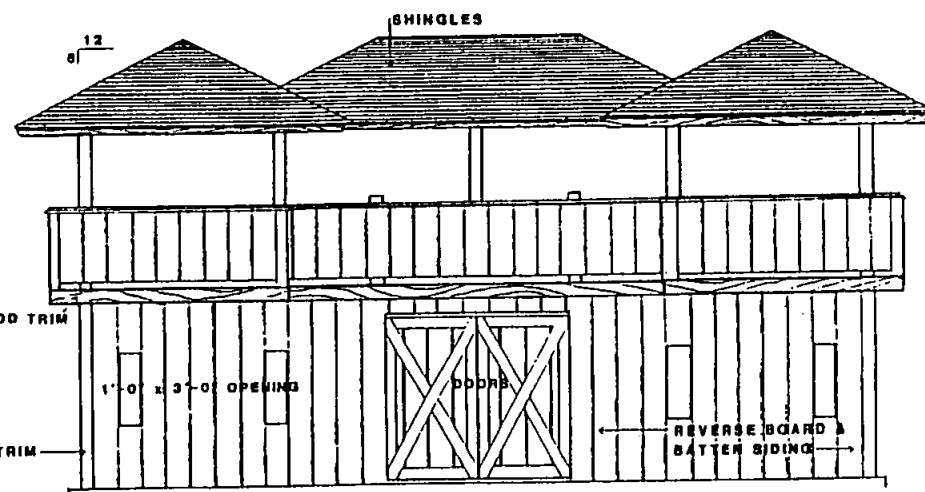


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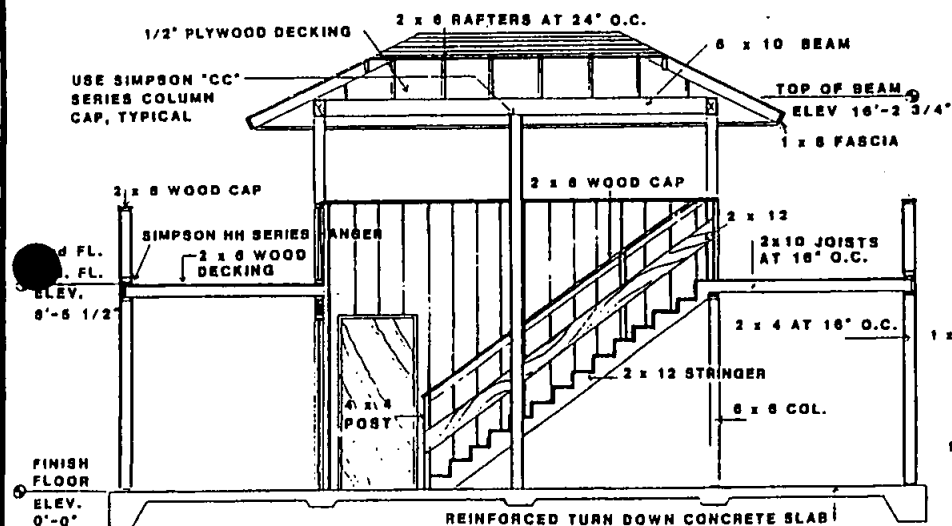
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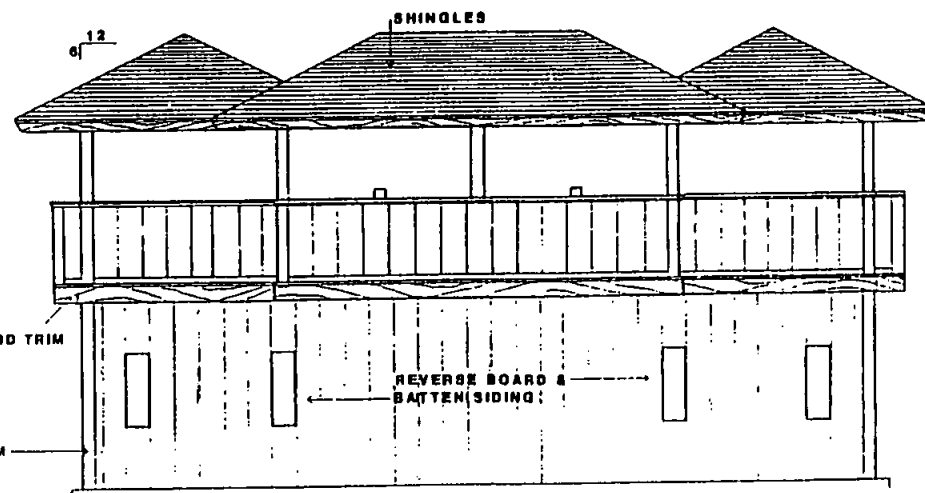
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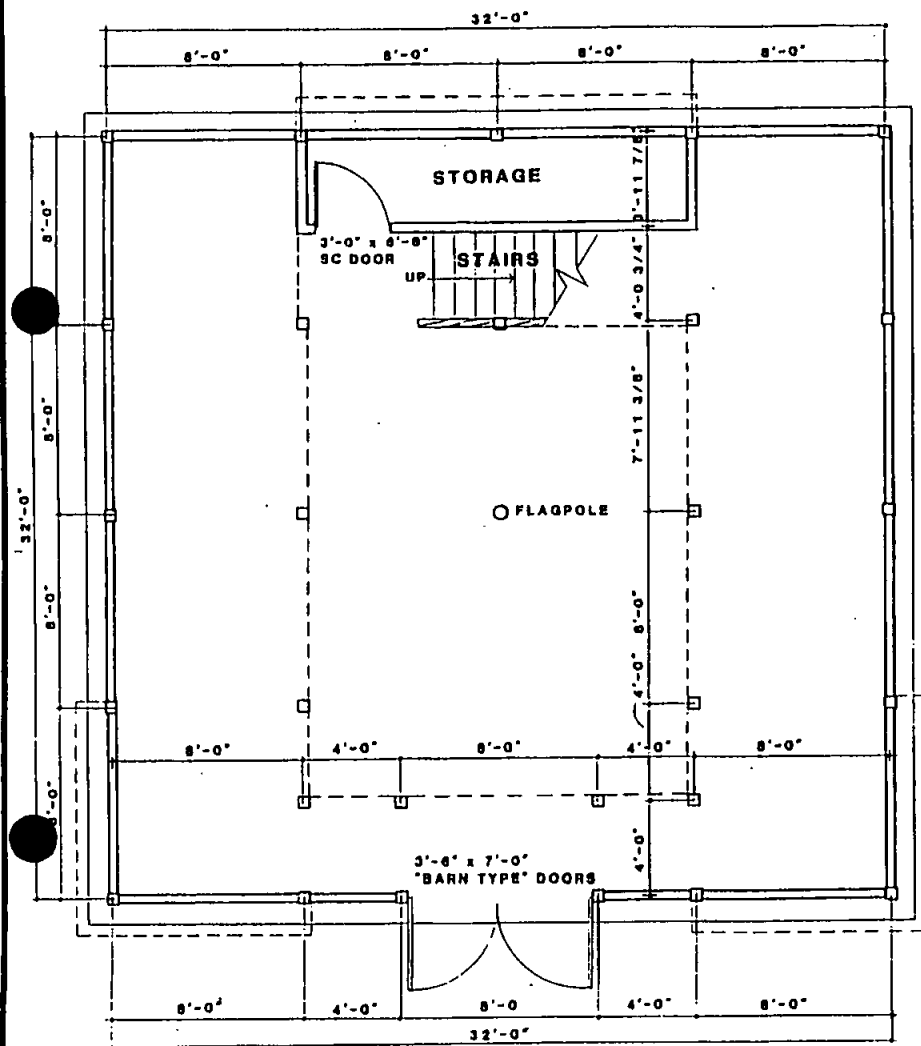
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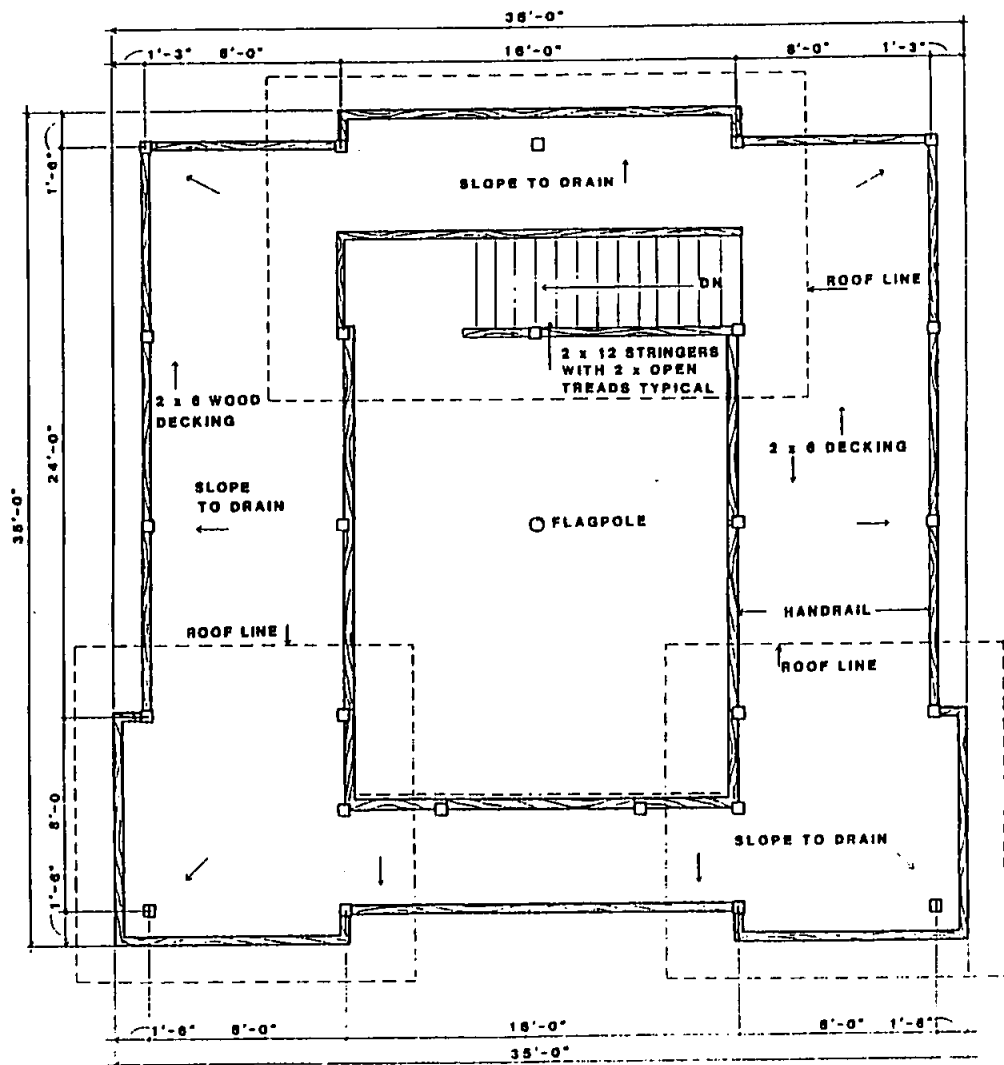
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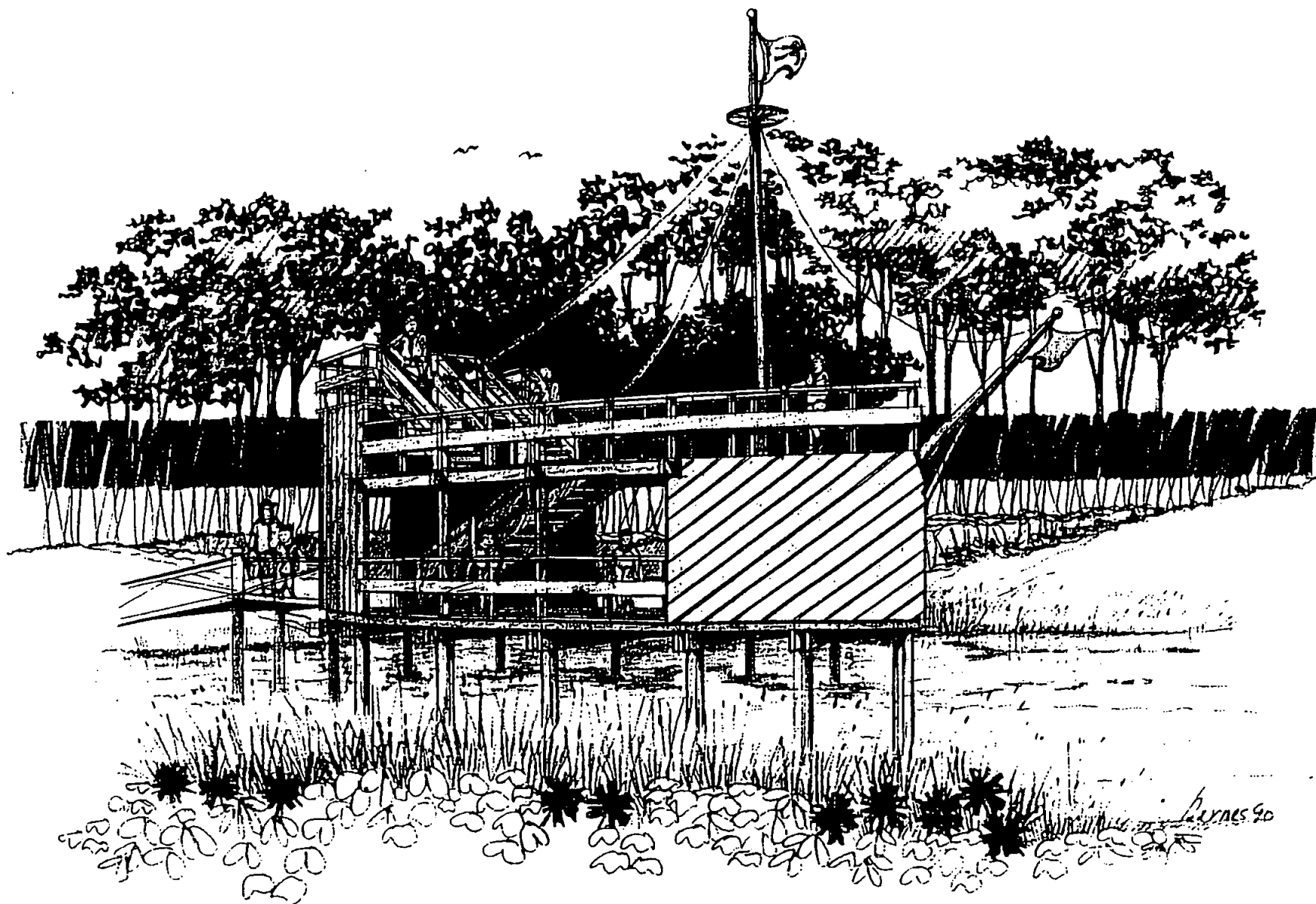
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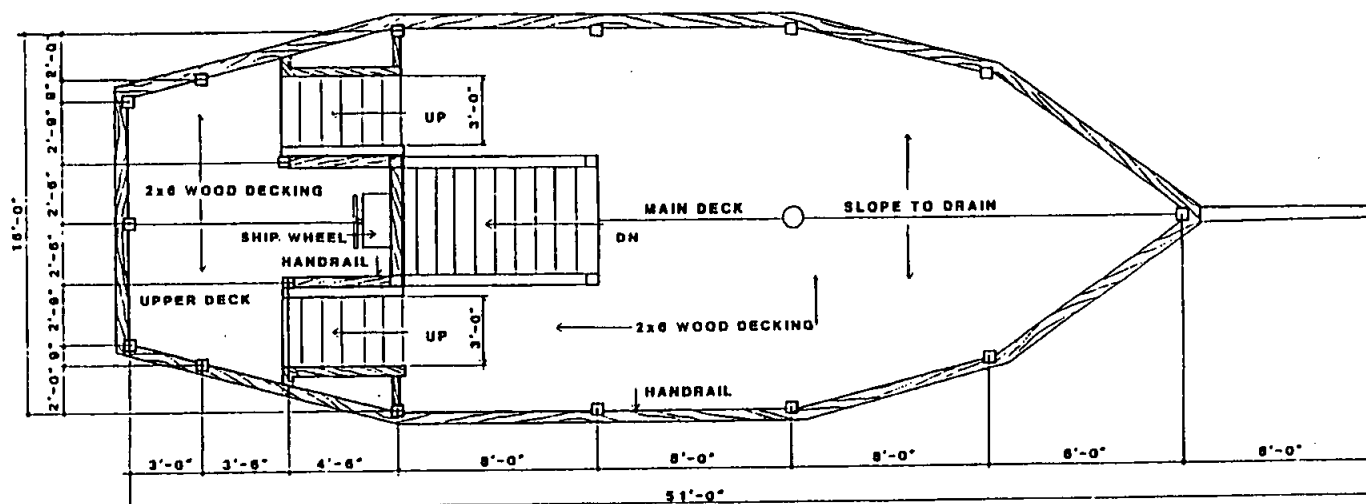
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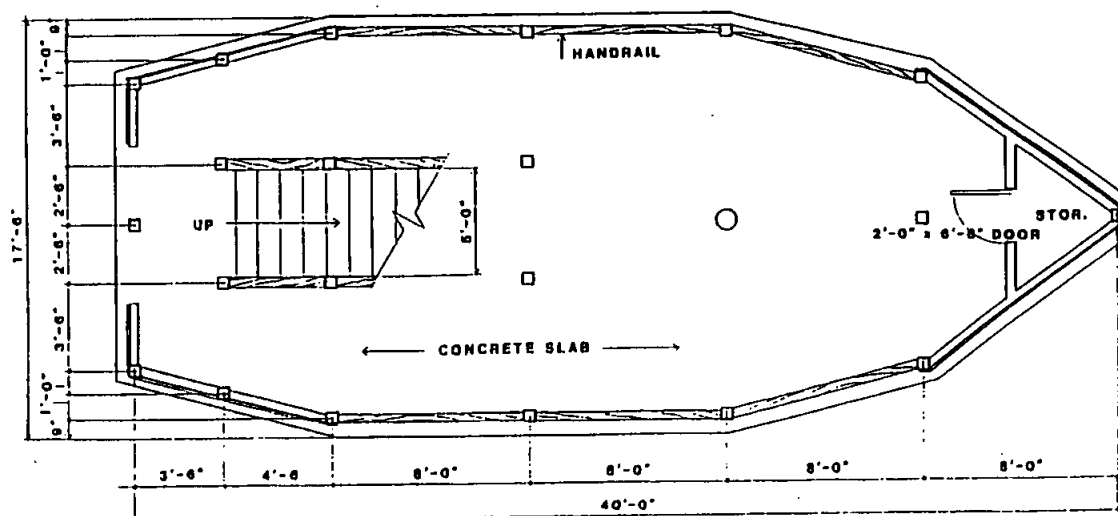
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DATE: JUNE 1, 1990



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CONCRETE FLOOR PLAN 1/4"

NOTE:
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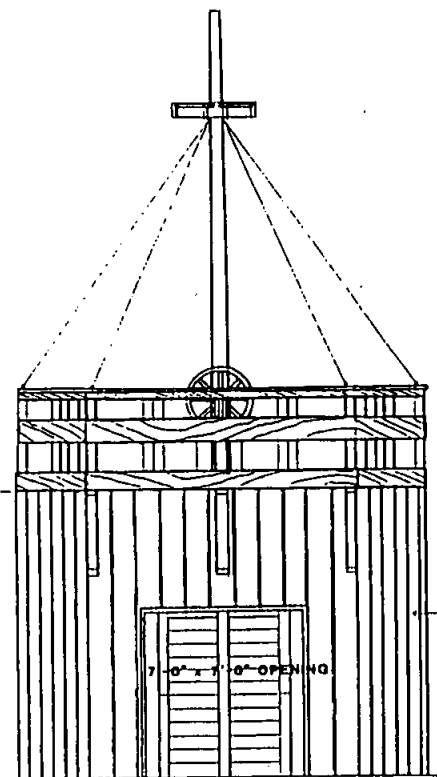
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1235 W. Walnut Hill Lane
Tomball, Texas 75015-1079
(281) 580-2413

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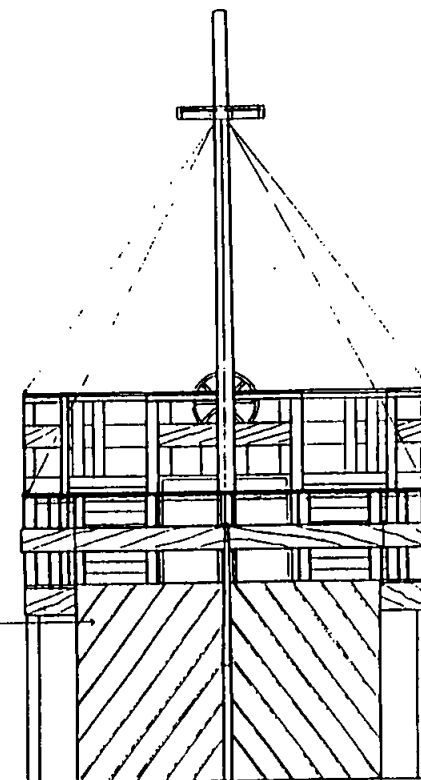
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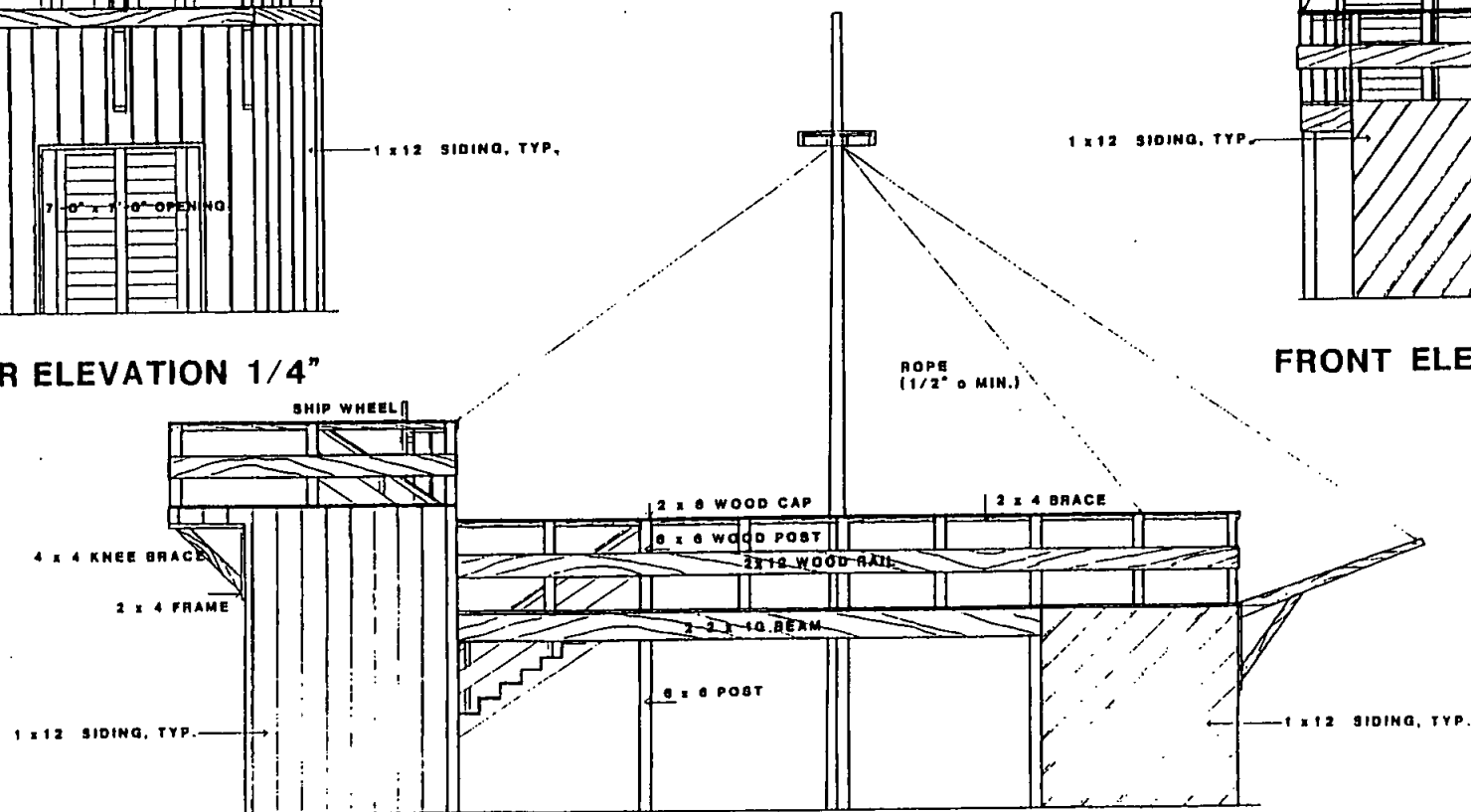
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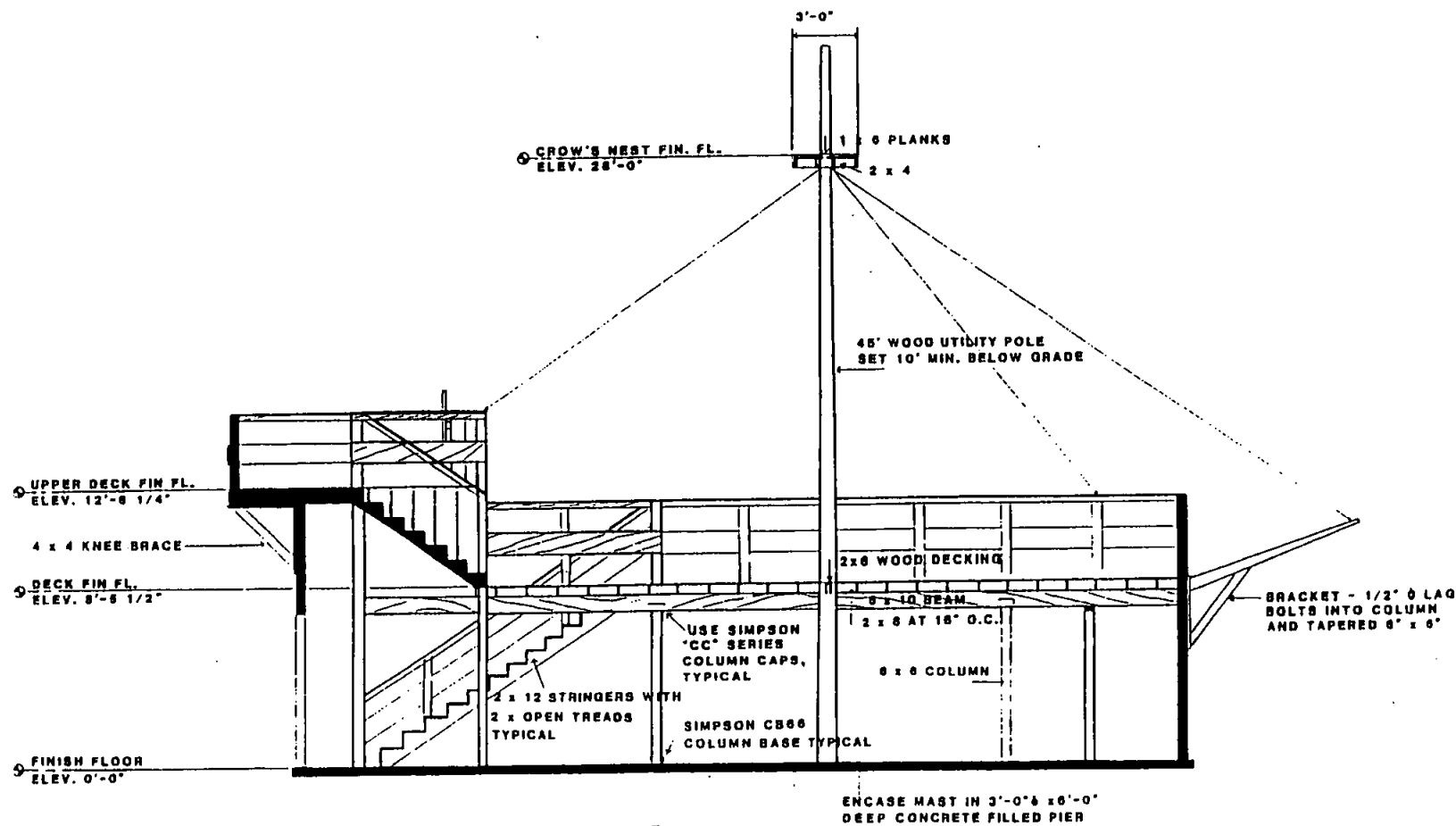
ENGINEERING SERVICE
BOY SCOUTS OF AMERICA
1325 W. Walnut Hill Lane
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(314) 580-2412

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PAGE 2
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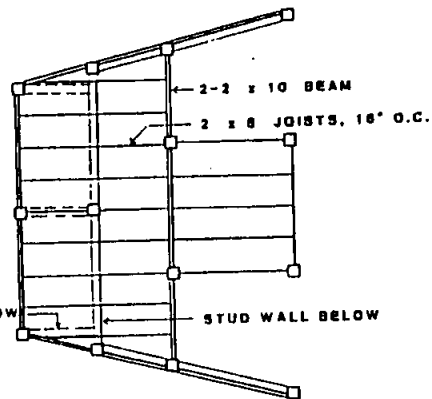
ENGINEERING SERVICE
BOY SCOUTS OF AMERICA
1323 W. Walnut Hill Lane
Irving, Texas 75015-2079
(214) 580-2613

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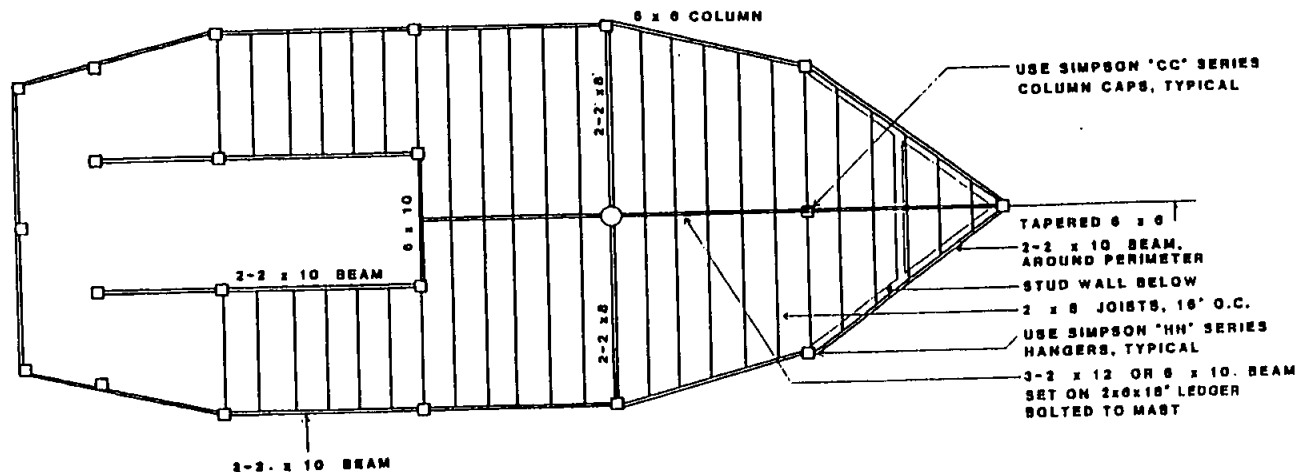
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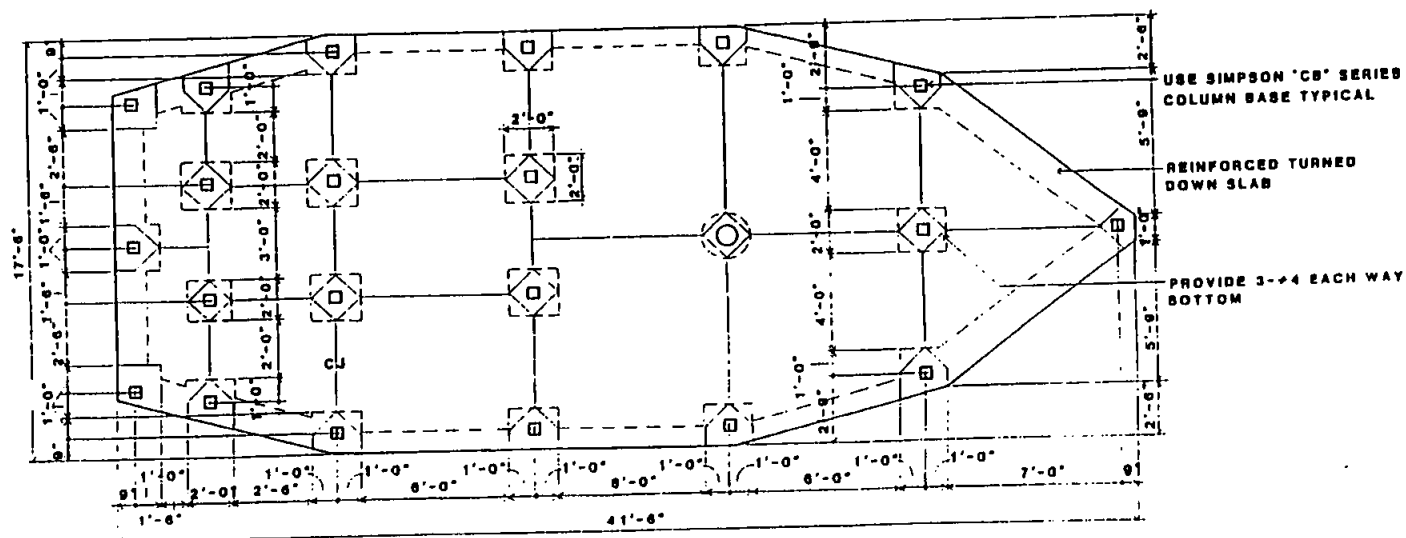
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1990 JUNE 1, 1990



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CONCRETE FOUNDATION PLAN 1/4"

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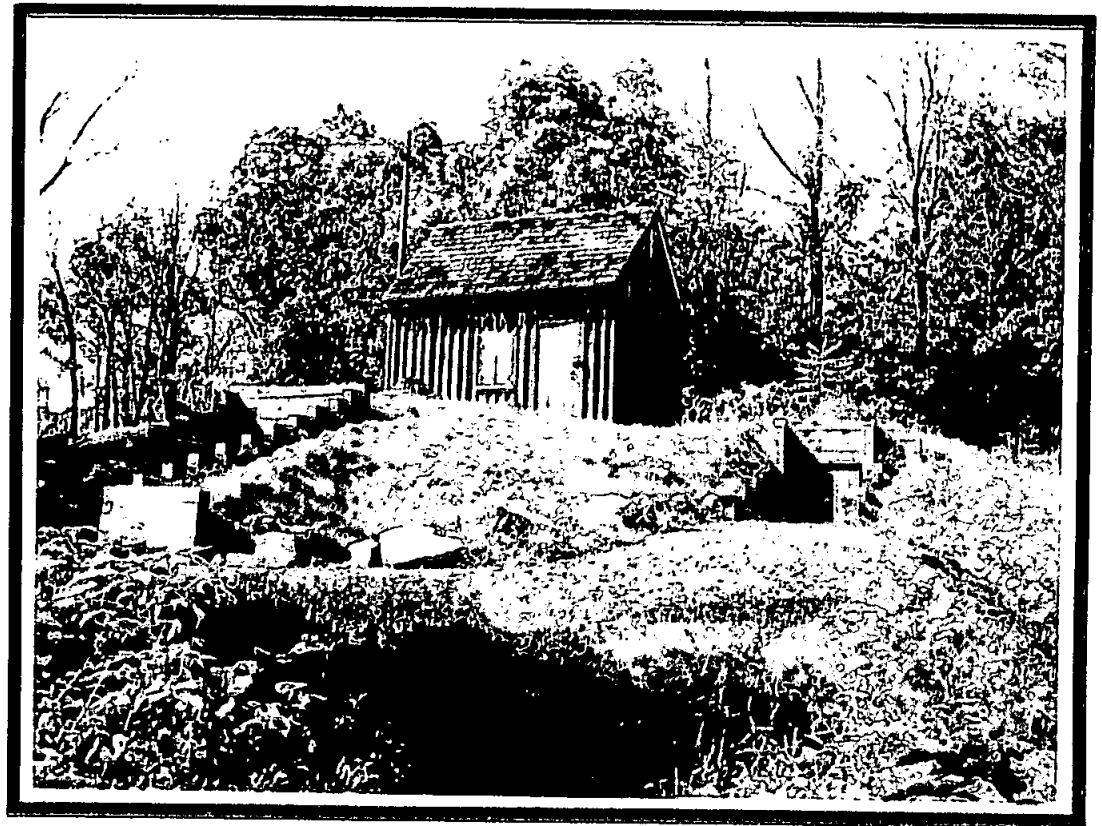
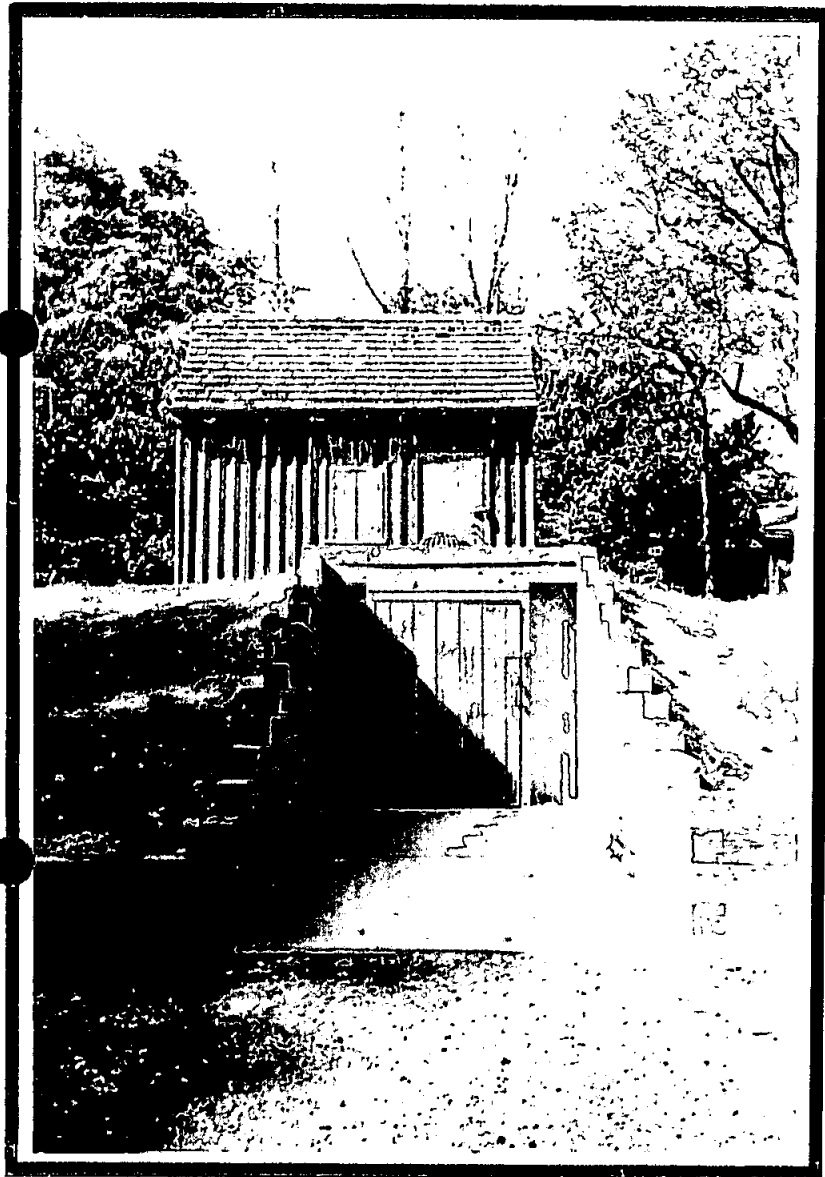
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DATE: JUNE 1, 1990



DATE: JUNE 1, 1990



MINE SHAFT
CAMP ALPINE - NEW YORK, NY

BY LAWS

OF

**SAN DIEGO COUNTY COUNCIL
BOY SCOUTS OF AMERICA**

B Y L A W S

of

SAN DIEGO COUNTY COUNCIL
BOY SCOUTS OF AMERICA

**BYLAWS OF
SAN DIEGO COUNTY COUNCIL
BOY SCOUTS OF AMERICA**

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SAN DIEGO COUNTY COUNCIL

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BYLAWS OF
SAN DIEGO COUNTY COUNCIL
BOY SCOUTS OF AMERICA

ARTICLE I

Name

The name of the corporation is San Diego County Council Boy Scouts of America.

ARTICLE II

Purpose and Responsibilities

Section 1. Purpose. The Corporation shall promote, within the territory covered by the charter from time to time granted it by the Boy Scouts of America and in accordance with the Congressional Charter, Bylaws, and Rules and Regulations of the Boy Scouts of America, the Scouting program of promoting the ability of boys and young men and women to do things for themselves and others, training them in Scoutcraft, and teaching them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by the Boy Scouts of America. In achieving this purpose, emphasis shall be placed upon the educational program of the Boy Scouts of America and the oaths, promises, and codes of the Scouting program for character development, citizenship training, mental, moral and physical fitness. The Corporation shall fulfill the basic purpose of the Scouting movement within its territory, making Scouting training available to all boys and young men and women and serving organizations and community groups using the Scouting program while maintaining standards and policies, protecting official badges and insignia, and providing adequate leadership and finances.

Section 2. Responsibilities. The responsibilities of the Corporation shall be controlled and directed by the Boy Scouts of America through its Bylaws and Rules and Regulations.

2.1 Program. It shall be the duty of the Corporation to promote the program of Scouting through the organization and registration annually of chartered organizations, their units and their personnel; also to provide leadership and supervision of all program activities, within the territory covered by its charter, in such a manner as to ensure compliance with the provisions of the Bylaws of the Boy Scouts of America and the Rules and Regulations thereof.

2.2 Uniform and Insignia. The Corporation shall guard against the use of the official uniform and insignia by persons not officially registered with the Boy Scouts of America and shall bring to the attention of the Boy Scouts of America any violation of regulations not within its power to prevent or any attempt to commercialize the Scouting movement.

2.3 Organizations and Community Groups. The Corporation shall through its Scout Executive and other representatives make the benefit of the Scouting program known to all organizations or community groups having contact with youth life and cooperate in the organization of units so that boys and young men and women may have the benefit of the Scouting program.

The Corporation shall provide means for assisting chartered organizations in securing and training qualified persons to serve as unit leaders and assistants. The Corporation shall provide facilities and leadership in order that Scouts under its jurisdiction may have the opportunity to have a year-round outdoor program totaling at least ten days and nights of hike, overnight camp, camporee, and summer camp experiences, with adequate facilities and supervision.

2.4 Facilities, Leadership and Activities. The Corporation shall endeavor to provide facilities and leadership in order that Explorers under its jurisdiction may have the opportunity to participate in at least five days and five nights of trips and Explorer activities away from home each year.

2.5 Advancement. The Corporation shall provide procedures for advancement in order that Cub Scouts, Scouts, and Explorers may meet the various requirements of rank as authorized by the Boy Scouts of America, under conditions as will reduce to a minimum the necessity of traveling a great distance from home or of interfering with schoolwork or home duties.

2.6 Distributorships. The Corporation shall recommend to the Boy Scouts of America stores located within its territory which the Boy Scouts of America shall consider for appointment as authorized distributors of official uniforms, literature, and equipment in such territory. A sufficient number of stores of the type prescribed by the Boy Scouts of America shall be so proposed so that youth and adult members in such territory may be served conveniently.

ARTICLE III

Members of the Council

Section 1. Number, Classes and Qualifications. The corporate membership of the Corporation shall be composed of active members and may also include associate members and honorary members; the corporate membership shall be known and designated collectively as the Council of the Corporation. All active, associate, and honorary members must meet the membership qualifications established by Article VI of the Corporation's Articles of Incorporation. The Corporation also may enroll sustaining members pursuant to Section 1.3 of this section. Sustaining members shall not be part of the corporate membership of the Corporation unless elected as active members pursuant to Section 1.1 or associate members pursuant to Section 1.2. No person shall hold more than one membership in each class of members.

1.1 Active Members. The active membership of the Council shall consist of Scouting coordinators and members at large. Scouting coordinators shall represent organizations or community groups operating units. Each organization or community group to which a charter is granted by the Boy Scouts of America to operate one or more recognized Scouting units shall elect or appoint a Scouting coordinator, who shall be other than the unit leader or assistant unit leader, as a member of the Council.

Members at large of the Council shall include persons chosen from the various business, civic, educational, labor, professional, social, military and religious interests of the communities in the Corporation's territory.

The Council shall have not fewer than 100 active members. At all times Scouting coordinators shall constitute a majority of the active membership of the Council.

1.2 Associate Members. The active members of the Council may elect as associate members of the Council persons desiring to maintain an active Scouter membership without assignment to active service. Associate members shall have no vote but may wear the uniform and insignia of lay members without office.

1.3 Sustaining Members. The Corporation may enroll as sustaining members persons desiring to be identified with the Corporation through their financial support and influence in expansion of the Corporation's program. Sustaining members who satisfy the eligibility requirements may be elected as active members pursuant to Section 1.1 or as associate members pursuant to Section 1.2 of this section. Sustaining members shall have no vote.

1.4 Honorary Members. The active members of the Council may elect as honorary members of the Council persons whose election may further the Scouting program. Honorary members shall have no vote.

Section 2. Election and Term; Vacancies.

2.1 Active Members. Scouting coordinators shall become active members of the Council upon their election or appointment by the chartered organization or community group and upon their being registered by the Boy Scouts of America as Scouting coordinators; they shall continue to be active members for such periods as such organization or community group shall desire but in any event only during such time as such organization or community group shall continue to hold a charter from the Boy Scouts of America to operate a unit.

Each member at large shall be elected at the annual meeting of the Council by the active members then in office, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the Council.

2.2 Associate and Honorary Members. Associate members and honorary members of the Council shall be elected at the annual meeting of the Council by the active members then in office, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the Council.

2.3 Vacancies in Active Membership. A vacancy in the active membership of the Council caused by the death, resignation, removal, or failure to qualify of a Scouting coordinator shall be filled by the chartered organization or community group which initially elected or appointed the Scouting coordinator. A vacancy in the active membership of the Council caused by the death, resignation, removal, or failure to qualify of a member at large may be filled by the Executive Board of the Corporation and the member at large so elected shall hold office until the conclusion of the next succeeding annual meeting of the Council.

Section 3. Meetings; Quorum; Voting.

3.1 Annual Meeting. The annual meeting of the Council of the Corporation shall be held at such place within or without the Corporation's territory and at such time as the Executive Board of the Corporation may determine,

provided that such annual meeting shall be held sometime during the first three months of the fiscal year of the Corporation. The annual meeting of the Council shall be for the purpose of (a) receiving annual reports of the Executive Board, officers, and various committees, (b) electing members at large, associate and honorary members of the Council, National Council members, regular members of the Executive Board, and officers of the Corporation other than the Council Scout Executive, (c) receiving and approving financial statements showing the financial position of the Corporation as of the close of its most recent complete fiscal year and the results of operations during such year, and (d) transacting such other proper business as may come before the meeting.

3.2 Notice of Annual Meeting. Written notice of each annual meeting shall be given to each member entitled to attend the meeting, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If any notice or report addressed to the member at the address of such member appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the member upon written demand of the member at the principal executive office of the corporation for a period of one year from the date of the giving of the notice or report to all other members. If no address for a member appears or is given, notice shall be deemed to have been given him if sent by mail or other means of written communication addressed to the place where the principal executive office of the corporation is situated, or if published at least once in some newspaper of general circulation in the county in which said principal executive office is located.

All such notices shall be given to each member entitled thereto not less than ten (10) days nor more than ninety (90) days before each annual meeting; provided, however, that notice shall be given not less than twenty (20) days before the meeting if the notice is not mailed by first class, registered or certified mail. Any such notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit or declaration of mailing of any such notice in accordance with the foregoing provisions, executed by the secretary, assistant secretary or any transfer agent of the corporation shall be prima facie evidence of the giving of the notice.

Such notices shall specify:

- (a) The place, the date and the hour of such meeting;
- (b) The names of nominees for membership on the Executive Board known or intended at the time of the notice (if any);
- (c) The general nature of a proposal, if any, which the Executive Board intends to present for action by the members.
- (d) Such other matters, if any, as may be expressly required by statute.

3.3 Other Regular Meetings. In addition to the annual meeting, the Council may have such other regular meetings of the members as may be established by resolution of the Executive Board of the Corporation. Each regular meeting shall be held at such place within or without the Corporation's territory as the President or the Executive Board may specify.

3.4 Special Meetings. Special meetings of the members of the Council may be called by the President or the Executive Board at any time and shall be called within sixty (60) days upon the request in writing of at least one-fifth (1/5) of the active members of the Council (such request specifying the object of the special meeting) provided, however, that any special meeting of the members held for the purpose of removal of the Executive Board and election of their replacements may be called by 5% or more of the active members of the Council. Special meetings shall be held at such place within or without the Corporation's territory, as the President or Executive Board may specify.

3.5 Notice of Special Meetings. Upon request in writing that a special meeting of members be called for any proper purpose, directed to the President, Vice President or Secretary by any person (other than the Board) entitled to call a special meeting of members, the officer forthwith shall cause notice to be given to members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than ninety (90) days after receipt of the request. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notice of any special meeting shall specify the general nature of the business to be transacted, and no other business may be transacted at such meeting.

3.6 Quorum. A quorum for the Council shall be 5% of the active members of the Council. The active members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough active members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum.

3.7 Adjourned Meeting and Notice Thereof. Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of active members present, but in the absence of a quorum no other business may be transacted at such meeting, except as provided in Section 3.6 above.

When any members' meeting, either annual or special, is adjourned for more than forty-five (45) days, or if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as provided above, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

3.8 Attendance at Meetings: Voting. All active, honorary and associate members of the Council shall be entitled to attend any meeting of the Council. The Council may invite other persons to attend Council meetings but such persons shall have no vote. Each active member of the Council present at a Council meeting shall be entitled to one vote and voting by proxy shall not be permitted. Except in the case of elections where voting shall be by ballot, voting at a meeting of the Council may be by ballot, voice, or show of hands as the chairman of the meeting may rule unless otherwise determined by the members entitled to vote. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, any question (other than elections) presented to a meeting of the Council at which a quorum is present shall be determined by a majority of those actually voting; elections shall be determined by plurality of those actually voting. Cumulative voting shall be prohibited.

3.9 Action Without Meeting. Any action which may be taken at any regular or special meeting of members may be taken without a meeting if the written ballot of every voting member is solicited, if the required number of signed approvals in writing, setting forth the action so taken, is received, and if the requirements of Section 3.11 are satisfied.

3.10 Written Ballots. Action by written ballot shall be valid only when the number of ballots cast within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of ballots cast.

All ballot solicitations shall indicate the number of responses needed to meet the quorum requirement and, with respect to ballots other than for elections, shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted. Any member casting a ballot may revoke the ballot, or substitute another, by a writing received by the corporation prior to the time specified but may not do so thereafter. Such revocation is effective upon its receipt by the secretary of the corporation. All elective positions of the Council may be elected by written ballot, including all Council members at large, associate and honorary members, Council officers (other than the Scout Executive), Council officers and Council representatives to the National Council.

Any form of ballot shall afford an opportunity on the form to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot is distributed, to be acted upon by such written ballot, and shall provide, subject to reasonable specified conditions, that where the person solicited specifies a choice with respect to any such matter the vote shall be cast in accordance therewith. Every form of written ballot, which provides an opportunity to specify approval or disapproval with respect to any proposal, shall also contain an appropriate space marked "abstain," whereby a member may indicate a desire to abstain from voting on the proposal. In any election any form of written ballot which is marked by a member "withhold" or otherwise marked in a manner indicating that the authority to vote for the election of a member is withheld shall not be voted either for or against the election of the member.

3.11 Inspectors of Election. In advance of any meeting of members the board may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any meeting of members may, and on the request of any member appoint inspectors of election (or persons to replace those who so fail or refuse) at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more members, the majority of members represented in person shall determine whether one or three inspectors are to be appointed. The

inspectors of election shall determine the number of memberships outstanding and the voting power of each, the number represented at the meeting and the existence of a quorum, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all members. The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

Section 4. Nominating Committee of the Council. At least ninety (90) days prior to the annual meeting of the Council, the President shall appoint, with the approval of the Executive Board, not fewer than three active members of the Council to serve as a nominating committee. The nominating committee shall nominate persons to be elected as members at large of the Council, associate and honorary members of the Council, regular members of the Executive Board, National Council members, and officers of the Corporation other than the Scout Executive. The notice of the annual meeting mailed to members of the Council shall announce the membership of the nominating committee so that active members of the Council may make recommendations of possible nominees to the committee for its consideration. All recommendations to the committee shall be made in writing at least thirty (30) days prior to the annual meeting.

Section 5. Election Procedures. Council election procedures consistent with these Bylaws may be adopted by the Executive Board.

The Council election procedures shall include a reasonable means of nominating persons for election, a reasonable opportunity to communicate to the members the nominees' qualifications and the reasons for the nominees candidacy, a reasonable opportunity for all nominees to solicit votes and a reasonable opportunity for all members to choose among the nominees.

At any time when the Council has 500 or more members, if the council publishes any material soliciting a vote for any nominee for Council office, for the Executive Board or for Council representatives to the National Council in any publication owned or controlled by the Council, its election procedures shall make available to all other nominees in the same issue of the publication an equal amount of space, with equal prominence to be used by the nominee for a purpose reasonably related to the election.

In the event that any such nominee seeks to have the Council disseminate materials to Council members at the expense of the nominee, the Council shall comply with such request to the extent and in the manner required by Section 5524 of the California General Nonprofit Corporation Law.

Section 6. Committee on Program and Resolutions. At least sixty (60) days prior to each regular meeting, the President may appoint, with the approval of the Executive Board, not fewer than three nor more than five active members of the Council to serve as a committee on program and resolutions for the next regular Council meeting. The notice of such meeting mailed to members of the Council shall announce the membership of this committee and shall invite suggestions from each active member of the Council for the arrangement of the program and resolutions to be considered at the meeting. All suggestions to the committee

shall be in writing. The committee shall consider and present to the meeting of the Council or to the appropriate committee of the Executive Board with recommendations, all suggestions made to it at least five (5) days prior to the meeting or which it itself proposes for consideration and action. If a committee on program and resolutions is appointed, no resolution shall be considered at any regular meeting of the Council unless it has first been presented to or proposed by the committee in accordance with this Section.

Section 7. Termination of Memberships.

7.1 Resignation and Expiration. A member may resign from membership at any time. Any membership issued for a period shall terminate upon the expiration of that period of time.

7.2 Expulsion, Suspension or Termination of Membership. Any member may be expelled, suspended or terminated or such member's membership rights may be terminated or suspended for good cause as determined under standards consistently applied by the Executive Board. Any expulsion, suspension or termination must be done in good faith and in a fair and reasonable manner. Any such expulsion, suspension or termination shall be made only by written notice given to the member in the manner provided in Article XI, Section 3 of these Bylaws, except that any notice by mail shall be by first class or registered mail sent addressed to such member at his last address of record on the books of the corporation. The notice shall set forth the reasons for expulsion, suspension or termination. Such notice shall be given at least fifteen (15) days prior to the expulsion, suspension or termination. Any such member shall have an opportunity to be heard orally or in writing not less than

five (5) days before the effective date of the expulsion, suspension or termination by a person or persons authorized by the Executive Board to decide that the proposed expulsion, termination or suspension will not take place.

ARTICLE IV

The Executive Board

Section 1. Powers and Functions. The Executive Board shall be the governing body of the Corporation and shall manage its affairs. The Executive Board shall be the local reviewing authority with respect to matters within the Scout movement which arise in the territory of the Corporation. All corporate powers shall be exercised by or under the direction of the Executive Board. The Executive Board may delegate the management of the activities of the corporation to any person or persons or committee provided that the activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Executive Board.

Section 2. Membership. The Executive Board shall consist of (a) not fewer than 25 nor more than 90 regular members elected by the Council from among its active members, (b) the officers of the Corporation (including the Scout Executive, who shall have no vote), (c) the chairmen of the committees of the Executive Board, (d) the chairmen of the several district committees, upon their being approved by the Executive Board, and (e) not more than two youth members, who shall be registered Explorers or Scouts appointed by the Council President with the approval of the Executive Board to serve for a term of one year.

Section 3. Election and Term; Vacancies. Regular members of the Executive Board shall be elected at the annual meeting of the Council, shall take office immediately following such meeting, and shall continue in office until the conclusion of the next succeeding annual meeting of the Council and until their respective successors are elected and qualify. Chairmen of the committees of the Executive Board take office as members of the Executive Board upon their being appointed by the President and approved by the Executive Board. District chairmen take office as members of the Executive Board upon their being approved by the Executive Board.

3.1 Vacancies. A vacancy in the Executive Board shall be deemed to exist in case of the death, resignation or removal of any member of the Executive Board, if a member has been declared of unsound mind by order of court or convicted of a felony, or found by a final order

or judgment of any court to have breached any duty under the standards of conduct under Article 3 of Part 2 of the General Nonprofit Corporation Law, if the authorized number of members of the Executive Board be increased, or if the active members fail at any annual or special meeting of the Council at which any members of the Executive Board are elected, to elect the full authorized number of members of the Executive Board to be voted for at that meeting.

Vacancies in the Executive Board, except for a vacancy created by the removal of a member without cause, may be filled by a majority of the remaining members of the Executive Board though less than a quorum, or by a sole remaining member and each member of the Executive Board so elected shall hold office until his successor is elected at an annual or a special meeting of the Council. A vacancy in the Executive Board created by the removal of a member without cause may only be filled by the written ballot or affirmative vote of a majority of the members of the Council entitled to vote at a duly held meeting at which a quorum is present.

The members may elect a member of the Executive Board at any time to fill any vacancy or vacancies not filled by the Executive Board.

Any member of the Executive Board may resign effective upon giving written notice to the chairman of the Executive Board, the President, the Secretary or the Executive Board of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the Executive Board accepts the resignation of a member tendered to take effect at a future time, the board or the members of the Council shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of members of the Executive Board shall have the effect of removing any director prior to the expiration of his term of office.

Section 4. Meetings; Quorum; Voting.

4.1 Place of Meeting. Regular meetings of the Executive Board shall be held at any place within or without the state which has been designated from time to time by the Executive Board and in any event at least four times annually including the organizational meeting. In the absence of such designation regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board may be held either at a place so designated or at the principal executive office.

4.2 Organization Meeting. As soon as practicable following each annual meeting of members the Executive Board shall hold a regular meeting at the place of said annual meeting or at such other place as shall be fixed by the Executive Board, for the purpose of organization, election of officers, and the transaction of other business. Call and notice of such meetings are hereby dispensed with.

4.3 Other Regular Meetings. Other regular meetings of the Executive Board shall be held without call at such time and place as shall from time to time be determined by resolution of the Executive Board. Notice of all such regular meetings of the Executive Board is hereby dispensed with.

4.4 Special Meetings. Special meetings of the Executive Board for any purpose or purposes shall be called at any time by the President, any Vice President, the Secretary, or by any two members of the Executive Board.

Written notice of the time and place of special meetings shall be delivered personally to each director or communicated to each director by telephone, or by telegraph or mail, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation or, if it is not so shown on such records or is not readily ascertainable, at the place at which the meetings of the directors are regularly held. In case such notice is mailed it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered, personally or by telephone or telegraph, as above provided, it shall be so delivered (to a telegraph company in the case of a telegram) at least forty-eight (48) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery, personally or by telephone, as above provided, shall be due, legal and personal notice to such director.

4.5 Action Without Meeting. Any action by the Executive Board may be taken without a meeting if all members of the board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board and shall have the same force and effect as a unanimous vote of such directors.

4.6 Action at a Meeting: Quorum and Required Vote. Presence of one-fifth of the members of the Executive Board at a meeting of the Executive Board constitutes a quorum for the transaction of business. Members of the Executive

Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting as permitted in the preceding sentence constitutes presence in person at such meeting. Every act or decision done or made by a majority of the members present at a meeting duly held at which a quorum is present shall be regarded as the act of the board unless a greater number is required by law, by the Articles of Incorporation, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a member, provided that any action taken is approved by at least a majority of the required quorum for such meeting.

4.7 Validation of Defectively Called or Noticed Meetings. The transactions of any meeting of the Executive Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the members not present or who, though present, has prior to the meeting or at its commencement, protested the lack of proper notice to him, signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

4.8 Adjournment. A quorum of the members of the Executive Board may adjourn any meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum a majority of the members present at any meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Executive Board.

4.9 Notice of Adjournment. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the members of the Executive Board who were not present at the time of adjournment. Otherwise, notice of the time and place of holding an adjourned meeting need not be given to absent members if the time and place be fixed at the meeting adjourned.

Section 5. Advisory Council. There shall be an Advisory Council to the Executive Board composed of (a) all past officers or regular members of the Executive Board who are not then serving as regular members of the Executive Board, and having served upon the Executive Board not less than five years, attain or have attained the age of seventy years, and (b) such other persons who wish to serve Scouting upon

special assignment or wish to serve in an advisory or consulting capacity to the Executive Board and are elected to membership on the Advisory Council by a two-thirds vote of the members of the Executive Board present at any meeting. Members of the Advisory Council shall be entitled to receive notice of and to attend all meetings of the Executive Board but shall have no vote.

Section 6. Standards of Conduct.

6.1 Duties and Liabilities. A member of the Executive Board shall perform the duties of a member of the Executive Board, including duties as a member of any committee of the Executive Board upon which the member may serve, in good faith, in a manner such member believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a member of the Executive Board, a member shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the corporation whom the member believes to be reliable and competent in the matters presented;

(2) Counsel, independent accountants or other persons as to matters which the member believes to be within such person's professional or expert competence; or

(3) A committee of the Executive Board upon which the member does not serve, as to matters within its designated authority, which committee the member believes to merit confidence, so long as, in any such case, the member acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

A person who performs the duties of a member of the Executive Board in accordance with this section shall have no liability based upon any failure or alleged failure to discharge the person's obligations as a member of the Executive Board, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat the charitable purposes to which this corporation, or assets held by it, are dedicated.

Section 6.2 Application of Duties to Selection of Members of the Executive Board. The duties set forth in Section 6.1 shall govern the duties of members of the Executive Board as to any acts or omissions in connection with the election, selection, or nomination of members of the Executive Board.

ARTICLE V

Committees of the Executive Board

Section 1. Executive Committee. There shall be an Executive Committee composed of those persons who are the officers of the Corporation including the Scout Executive (who shall have no vote) and selected council standing committee chairmen and such other members of the Executive Board as may be elected by the Executive Board.

The Executive Committee of the Executive Board shall have and may exercise all the necessary powers of the Executive Board in the management of the Corporation during the intervals between the meetings of the Executive Board, but in no event shall the Executive Committee act contrary to action theretofore taken by the Executive Board. Minutes shall be kept of all Executive Committee action and reported to the ensuing meeting of the Executive Board for its approval of the actions taken.

Meetings of the Executive Committee may be called at any time by the President and shall be called by the President within thirty (30) days upon the request of three or more members of the Executive Committee. It shall be the general practice of the Executive Committee to meet in those months in which the Executive Board does not meet. All meetings of the Executive Committee shall be held on at least three days' written notice or one-day notice by cablegram, telegram, or radiogram. A majority of the voting members of the Executive Committee shall constitute a quorum.

The Executive Committee shall have all the authority of the Executive Board, except with respect to:

(1) The approval of any action for which this division also requires approval of the members.

(2) The filling of vacancies on the Executive Board or in any committee.

(3) The amendment or repeal of bylaws or the adoption of new bylaws.

(4) The amendment or repeal of any resolution of the Executive Board which by its express terms is not so amendable or repealable.

(5) The appointment of committees of the board or the members thereof.

(6) The expenditure of corporate funds to support a nominee for member after there are more people nominated for member than can be elected.

(7) The approval of any self-dealing transaction under Section 5233 of the General Nonprofit Corporation Law.

Section 2. Other Executive Board Committees. The Executive Board may by resolution adopted by a majority of the number of members of the Executive Board then in office, provided a quorum is present, create one or more other committees (in addition to the Executive Committee) to serve at the pleasure of the Executive Board. Appointment to such committees shall be by a majority vote of the members of the Executive Board then in office. The Executive Board may appoint one or more of its members as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent expressly provided in the resolution of the Executive Board may have all of the authority of the Executive Board except for those seven powers set forth in paragraphs (1) through (7) of Section 1 of this Article V.

The Executive Board may delegate to any committee any powers of the Executive Board, except those seven powers set forth in paragraphs (1) through (7) of Section 1 of this Article V.

Section 3. Council Committees; Appointment. In addition, the Executive Board may appoint such additional Council committees, each of which shall have such powers and responsibilities, as may be fixed by resolution of the Executive Board in accordance with guidelines and procedures from time to time recommended by the Boy Scouts of America. The Council committees of the Executive Board shall be appointed from members of the Council or from persons satisfying the qualifications set forth in Article III, Sections 1 and 2, annually by the President with the advice and approval of the Executive Board, at the regular meeting of the Executive Board next following the annual meeting of the Council. In the event a person, other than the chairman of a committee in the district, who is not a member of the Council is appointed to such a committee, that person shall be elected as a member at large of the Council. As provided in Section 2 of Article IV of these Bylaws, the chairmen of the committees shall, by reason of their positions as such, be members of the Executive Board. All actions of the committees shall be subject to the approval of the Executive Board.

Section 4. Council Committee Responsibilities. The Council committees of the Executive Board shall be responsible for the development and effectiveness of programs and policies of the Corporation in accordance with standards and requirements as established by the Boy Scouts of America. The Corporation shall have Council committees (or specialists under one plan of council and district organization) of the Executive Board as may be authorized by the Boy Scouts of America operations manual published for the Council's adopted plan of council and district organization.

The Council committees shall be so organized as to provide for the coordination of their work throughout the entire territory of the Corporation. The committees shall be concerned with the development of policy, program, and procedures as approved by the Executive Board in the interest of the uniform development and extension of Scouting throughout the territory of the Corporation.

The Committees shall function throughout the year, meeting as often as may be necessary in the judgment of the committee chairman, President, or Council Scout Executive.

Committees shall be guided by the program material and manuals made available by the national office of the Boy Scouts of America and shall make recommendations in light of their experience and knowledge of local conditions.

The committees shall perform the tasks organized under the four functions: Membership/relationships, finance, program, and unit service. Other committees may be formed to handle special functions.

ARTICLE VI

Officers and National Council Members ..

Section 1. Officers, Elections and Appointment. The officers of the Corporation shall be a President, a Vice President, a Treasurer (the Chief Financial Officer), a Council Commissioner, and a Scout Executive who shall also fill the office of Secretary. The Corporation may also have, upon the discretion of the Executive Board, one or more additional Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other offices as may be adopted by the Executive

Board. The officers, with the exception of the Scout Executive, shall be elected from the active membership of the Council at the annual meeting of the Council, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the Council and until their successors are elected and qualify. The Scout Executive shall be appointed by and shall serve during the pleasure of the Executive Board.

The Council may, upon the nomination of the Executive Board, create honorary offices and elect persons to fill the offices so created. Honorary officers shall have no duties or vote.

Section 2. Removal and Resignation. Any officer may be removed, either by the Executive Board or with or without cause by the active members of the Council.

Any officer may resign at any time by giving written notice to the Executive Board or to the President, or to the Secretary of the Corporation, without prejudice, however, to the rights, if any, of the Corporation under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Executive Board.

Section 4. President. The President shall, subject to the control of the Executive Board, have general supervision, direction and control of the business and officers of the corporation. The Council President shall give leadership to the establishment of effective operation consistent with the charter and Bylaws of the Boy Scouts of America. The President shall serve as chairman of meetings of the Council, the Executive Board, and the Executive Committee and shall be a member ex officio of all committees of the Executive Board and shall perform such other functions as herein provided or as are assigned by the Executive Board. The President is automatically elected by the National Council to serve as a Council representative during the term of office.

Section 5. Vice Presidents. The Vice Presidents shall perform such functions as may be assigned to them by the Executive Board. In the event of the absence or

disability of the President, the Vice Presidents in order of their rank as fixed by the Executive Board or, if not ranked, the Vice Presidents designated by the Executive Board or then by Executive Committee if not designated by the Executive Board, or then by the President, if not otherwise designated, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President.

Section 6. Treasurer. The Treasurer shall be the Chief Financial Officer of the Corporation and shall be responsible, through methods of internal control, for the recording and deposit of all receipts of the Corporation, for the proper disbursement of its cash, and accounting for all property of the Corporation, whether real or personal, tangible or intangible, however acquired. The Treasurer shall present annually to the Executive Board a statement of all income and expenses during the prior year, together with a statement of all assets, liabilities and fund balances of the Corporation as at the end of that year, these statements first having been duly audited and certified in accordance with generally accepted auditing standards by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee. A copy of such audited annual statements shall be kept available at the office of the Corporation for inspection by members of the Corporation, and a copy shall be filed with the national office of the Boy Scouts of America. The Treasurer shall also present interim period reports as required by the Executive Board. The Treasurer and Assistant Treasurers shall be bonded.

Section 7. Council Commissioner. The Council Commissioner is responsible for seeing that the unit-service function is performed. The Council Commissioner shall:

(a) Supervise the activities of the commissioner staff and preside at councilwide meetings of district commissioners and conduct commissioner conferences.

(b) Give leadership to the recruiting and training of an adequate commissioner staff so as to provide continuing and effective commissioner service to each unit and chartered organization.

(c) Maintain the standards of the Boy Scouts of America, uphold national policies, promote good uniforming and the correct wearing of insignia.

(d) Be concerned with the proper recognition of unit leaders and the maintenance of their morale, and report unit conditions to the Executive Board.

(e) Help the district commissioners to maintain a good working relationship with their district committee.

(f) Maintain procedures that will assure maximum unit charter renewals.

(g) Assist the Council President, in the capacity of uniformed council officer, representing the Council President where assigned at appropriate Council and/or district events.

(h) Support the district chairmen by providing supplemental training to the district Cub Scout commissioners and district Scout commissioners where these exist.

(i) Serve as the program "quality-control" officer of the Council as directed by the Council President.

(j) Provide service to Explorer units where needed.

The Council Commissioner shall work with the President to secure help of Council committees in meeting unit needs.

The Council Commissioner must be at least twenty-one years of age and election is subject to approval and issuance of a commission as Council Commissioner by the Boy Scouts of America.

The Council Commissioner is automatically elected by the National Council to serve as a Council representative during the term of office.

Section 8. Scout Executive.

8.1 Chief Executive Officer and Secretary.

The Scout Executive shall be the chief executive officer of the Corporation and shall have general direction over the administrative work of the Corporation, subject to the authority and direction of the Executive Board. The Scout Executive shall serve as the Secretary of the Council, the Executive Board, its Executive Committee, all other committees of the Executive Board, and district committees and shall be a member ex officio of all committees of the Executive Board but without vote. The Scout Executive may designate one or more representatives to serve as secretaries of district committees and, when necessary, committees of the Executive Board.

8.2 Administration, Policies and Program.

The Scout Executive shall be responsible for the administration of the Scout program within the territory of the Corporation and for making effective within such territory the policies and programs of the Corporation in accordance with the policies of the Boy Scouts of America as from time to time announced by it.

8.3 Execution of Documents and Instruments.

The Scout Executive may execute, on behalf of the Corporation, all documents, deeds, or notes duly authorized to be executed and shall be the custodian of the seal of the Corporation and may affix the same duly attested to such documents, deeds, or notes as may require it. As to notes and deeds, such countersignatures shall be required as the Executive Board may direct.

8.4 Maintenance of Books and Records.

The Scout Executive shall assist the Treasurer in maintaining the accounting records and the budget system, and shall be responsible for preparing monthly detailed statements of all financial operations including the budget report for the information of the Treasurer and the finance committee.

8.5 Delegation and Employees.

The Scout Executive may with the prior approval of the Executive Board delegate to any staff officer or employee authority in writing to execute such leases, contracts, and other instruments as may be deemed desirable. Subject to the provisions of these Bylaws and the direction of the Executive Board, the Scout Executive shall have the power to appoint and remove all employees of the Corporation and to direct their work.

8.6 Notices.

The Scout Executive shall see that notices are sent to those elected members of the Council and the Executive Board and as officers of the Corporation and to those appointed as members of committees; and shall cause notices to be sent out of all meetings for which provision is made hereunder and be responsible for the minutes of all meetings of the Council, Executive Board, and committees of which the Scout Executive is Secretary.

8.7 Charter and Minutes.

The Scout Executive shall be responsible for the preparation and keeping of such records as will make possible the Corporation's application for renewal of its charter. The Scout Executive shall submit a report at each meeting of the Executive Board relative to the work of the Corporation and to the status of the Scouting movement throughout the territory of the Corporation, inviting attention to matters of particular interest and informing

the Executive Board concerning any problems of which the Executive Board should be advised, together with recommendations and suggestions for the good of the movement requiring action by the Executive Board.

8.8 Annual Report. The Scout Executive shall prepare an annual report covering the activities and achievements of the Corporation as provided in Section 5 of Article XI of these Bylaws.

8.9 Commissioned Scout Executive. The Scout Executive appointed by the Executive Board must be one recommended by the Boy Scouts of America and have been commissioned as Scout Executive by the Boy Scouts of America.

Section 9. National Council Members. At its annual meeting, the Council of the Corporation shall elect from its active membership such number of National Council members as the Corporation is entitled to under the Bylaws of the Boy Scouts of America to hold office until the conclusion of the next annual meeting of the Council and until their successors are elected and qualify. National Council members shall attend the annual meeting, and any special meetings, of the National Council of the Boy Scouts of America and shall participate in its proceedings and perform such other duties as may be assigned to them by the Executive Board or the National Council of the Boy Scouts of America. As liaison officers between this Corporation and the National Council they shall:

(a) Present the point of view of the Corporation to the National Council in respect to matters of national policy and procedure; and

(b) Interpret to the Corporation decisions and policies of the National Council and assist the Corporation in its responsibility to make effective and bring about an understanding among local Scouters of such decisions and policies of the National Council.

National Council members shall serve as members of the regional committee and shall attend all regional committee meetings and participate in the proceedings thereof. The duly elected Council President and Council Commissioner are automatically elected by the National Council to serve as Council representatives during their terms of office. The Council may elect one of its members as a member of the National Council for every 5,000 youth members, or major portion thereof enrolled as of December 31 of the preceding year.

ARTICLE VII

Commissioner Staff and Professional Staff

Section 1. Commissioner Staff. The commissioner staff may be composed of the Council Commissioner, one or more assistant council commissioners, district commissioners, assistant district commissioners, roundtable commissioners, assistant roundtable commissioners and unit commissioners. Each such Scouter shall be twenty-one years of age or over to whom the Boy Scouts of America has issued a commission for a respective volunteer post.

The council/district commissioner staff, subject to the approval of the Executive Board, shall be selected as required and in such a manner as is set forth in the operations manual of the Boy Scouts of America for the Council's adopted plan of council and district organization, the Rules and Regulations of the Boy Scouts of America, and these Bylaws.

Each member of the commissioner staff shall serve as a volunteer and carry out the mission of the position for which commissioned in cooperation with the council's plan for the delivery of its programs to chartered organizations and community groups and in accord with these Bylaws, policies, procedures, and the Rules and Regulations of the Boy Scouts of America.

Section 2. Professional Staff. The Corporation may employ individuals in professional positions who have been recommended by and commissioned as such by the Boy Scouts of America. Such members of the professional staff may be appointed to office by the Scout Executive and shall serve, under the direction and supervision of the Scout Executive, and at the pleasure of the Scout Executive.

Duties of members of the professional staff shall be defined by the Scout Executive with the approval of the Executive Board. They may be designated so as to indicate their respective functions, but all professional titles shall first be approved by the Boy Scouts of America.

ARTICLE VIII

District Organization

Section 1. Districts. For the purpose of area service and administration, the Corporation's territory may be divided geographically into such districts as the Executive Board from

time to time determines, subject to the Rules and Regulations of the Boy Scouts of America. The Corporation shall supervise Scouting in each district through the active members of the Council residing within the district and such additional district members as may be elected.

Section 2. District Committee. The district committee shall be elected annually by the district members to administer the Scouting program within the territory of the district. The district committee and the committees of the district have no legislative authority, the purpose of the district committee being to make effective within the district policies and programs adopted by the Corporation. The district committee consists of Scouting coordinators and council members at large within the district territory plus duly elected district members at large.

Section 3. District Committee Officers. Each district committee shall elect a chairman and vice chairman as may be required and in such a manner as set forth in the official operations manual of the Boy Scouts of America and election procedures approved by the Executive Board. The district chairman shall be nominated for election to the Executive Board in accordance with Article IV, Section 2 of these Bylaws.

Section 4. Meetings of the District Committee. The district committee shall meet monthly at such time and place, preferably within the district, as may be fixed by the committee or its chairman. The business transacted at each monthly meeting shall address the four functions of operation (membership/relationships, finance, program, and unit service) and shall be concerned with service to chartered organizations and to units within the district and shall include the receiving of reports from the chairmen of various operating committees, the Scout Executive or designee (as Secretary of the district committee), and the district commissioner, and such other business as the chairman and officers and Scout Executive may indicate.

The district committee meeting immediately preceding the annual meeting of the Council shall be the annual meeting of the district. At least ninety (90) days prior thereto a nominating committee from the membership of the district committee shall be submitted by the district chairman to the council President for his approval which shall make nominations for district officers and members at large for election at the annual meeting of the district. At this meeting the officers and district committees shall present reports of the year's activities.

Section 5. District Election Procedures. District election procedures consistent with these Bylaws may be adopted by the Executive Board or by any district committee with the approval of the Executive Board.

Section 6. District Operating Committees. Each district may have such committees as approved by the Executive Board and as authorized by the Boy Scouts of America operations manuals. Each district shall be responsible for cooperating in making effective the policies and programs adopted by the Executive Board and for the performance of the four functions.

The chairmen of committees of the district shall be appointed by the district chairman with the approval of the district committee. The members of these committees shall be appointed by the district committee, upon the recommendation of the respective committee chairman and the district chairman.

ARTICLE IX

Local Units

Section 1. Approval of Unit Charters. The Executive Board shall review or shall authorize some committee or person to review all applications for new charters or renewals of charters by sponsors within the Corporation's territory and shall forward the recommendation with respect to each such application to the national office of the Boy Scouts of America.

Section 2. Unit Designation. All units within the Corporation's territory shall be designated by the name of the community in which the unit is located by the name of the chartered organization or community group operating the unit, and by a serial number assigned by the Corporation.

ARTICLE X

Finances and Property

Section 1. Raising Funds.

1.1 Use for Benefit of Scouting. All money raised by or received for the benefit of the Corporation or a unit under its jurisdiction and all property acquired by the Corporation or such a unit shall be deemed to be received or acquired for the benefit of Scouting as interpreted and promoted by the Boy Scouts of America, in accordance with

the Rules and Regulations and procedures from time to time adopted by the Boy Scouts of America.

1.2 Control of Funds. Subject to the Rules and Regulations adopted by the Boy Scouts of America, the Corporation shall control the raising and expenditure of all funds for local Scout work within the territory of the Corporation. The necessary expenses of the Corporation shall be met by funds secured by solicitation or otherwise in accordance with the Rules and Regulations of the Boy Scouts of America pertaining to the raising of funds for Scouting purposes.

1.3 Limit on Authority to Bind Boy Scouts of America. Neither the Corporation nor any unit under its jurisdiction shall have any authority to bind the Boy Scouts of America to any financial obligation whatever.

Section 2. Control of Funds and Property.

2.1 Budget. The Executive Board shall, preceding the commencement of each fiscal year, consider and adopt a budget of estimated expenditures by the Corporation for such fiscal year. No funds shall be expended by the Corporation during a fiscal year without the authorization of the Executive Board or the Executive Committee for any item not covered by, or in excess of the amount authorized by, the budget for such year.

2.2 General Funds. All funds of this Corporation or funds handled on behalf of this Corporation or the Boy Scouts of America, from whatever source and for whatever purpose received, shall be deposited to the credit of the Corporation in such depositories as shall be approved by the Executive Board or Executive Committee. The funds shall be disbursed only upon the authority of the Executive Board, Executive Committee or upon the order of officers of the Corporation duly authorized by the Executive Board or Executive Committee; in any event the signatures of at least two authorized persons shall be required for the disbursement of funds except in the case of checks made payable to the Boy Scouts of America where a single signature will be accepted provided authorization has been accorded by the Executive Board. All receipts from registration fees, Boys' Life subscriptions, and any other funds of the Boy Scouts of America which are received by this Corporation for transmission to the Boy Scouts of America shall be carefully segregated, through bookkeeping and accounting procedures, as established by the Boy Scouts of America. All persons having access to any funds (general or special) of the Corporation shall be bonded.

2.3 Special Funds. The Corporation may create special funds for specific purposes to be used in the interest of the Boy Scouts of America by the Corporation or a chartered organization and any unit under its jurisdiction. Such special funds may be established by recordation in proper account on the books of the Corporation and shall, if required by direction of the Executive Board or the term of a gift or bequest, be vested in a bank or trust company in trust for the use of the Corporation or the unit, with the provision in the statement of the conditions governing the administering of the trust that in the event of the dissolution of the unit or Corporation or revocation, termination, or lapse of its charter said trustee will, after satisfying any claims against such fund, turn over to the Boy Scouts of America the balance for use by the Boy Scouts of America for the benefit of Scouting in such locality and for the specific purposes for which the fund was granted. If, after a reasonable period, there is no suitable opportunity for the use of said fund in such locality, it may be used elsewhere.

2.4 Real Estate. The Corporation may hold title to real property in its own name as long as its Articles of Incorporation expressly provide for the conveyance of such property or the net proceeds from the sale thereof to the Boy Scouts of America in the event of the dissolution of the Corporation. Title to real property acquired for the Corporation may also be vested in a bank or trust company in trust for the use of the Corporation, where appropriate in accordance with the wishes of the donor, with a provision in the trust deed that in the event of the dissolution of the Corporation or the revocation or termination of its charter, the trustee, after satisfying any claims against the Corporation to which such property may be subject, will convey said property or pay the net proceeds from a sale of the property to the Boy Scouts of America, which shall hold or use said property or funds for the benefit of Scouting in the locality in which the Corporation is located or elsewhere if after a reasonable period there is not suitable opportunity to use said property or funds in said locality.

Title to all real estate acquired for a unit under the jurisdiction of the Corporation shall be vested in (a) the name of the Corporation (if the Corporation agrees to hold title to the property), (b) the operator of such unit (if the operator is a chartered organization or community group), or (c) a bank or trust company, in each case in trust for the use of the unit, where appropriate in accordance with the wishes of the donor, with a provision in the trust deed that in the event of the dissolution of the unit or the revocation,

termination, or lapse of its charter, the trustee will, after satisfying any claim against such unit to which such real estate may be subject, hold the property upon the instructions of the Corporation or, if so instructed, convey said property or pay the net proceeds from a sale of the property to the Corporation, which shall hold or use said property or funds for the benefit of Scouting in the locality in which the unit is located or elsewhere if, after a reasonable period, there is not a suitable opportunity to use said property or funds in such locality.

2.5 Securities. The securities of the Corporation shall be deposited in any such deposit vault or vaults or with such bank or banks, trust company or trust companies, or such other depositories as may from time to time be designated by the Executive Board, Executive Committee, or finance committee. Access to the securities may be had as provided by resolutions of the Executive Board or Executive Committee and not otherwise.

2.6 Audit. A statement of all income and expenses of the Corporation during the fiscal year and a statement of all assets, liabilities, and fund balances of the Corporation as at the end of such year shall be duly audited and certified annually in accordance with generally accepted auditing standards, by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee.

Section 3. Administration of Unit Funds.

3.1 Custody of Committee Funds. At the request of the unit committee or chartered organization of any unit under the jurisdiction of the Corporation, the Treasurer may hold funds for such committee for the unit. Such funds shall be transferred, in whole or in part, to the custody of the unit or a treasurer of the chartered organization upon duly accredited authority for such transfer.

3.2 Dissolution and Reorganization. In the event of the dissolution of a unit or the revocation or lapse of its charter, the unit committee shall apply unit funds and property to the payment of unit obligations and shall turn over the surplus, if any, to the Corporation. In the case of an organization unit any funds or equipment which may have been secured as property of the unit shall be held in trust by the organization or the Corporation, as may be agreed upon, pending its reorganization or the development of other plans, with the approval of the Corporation, for the use of such funds and property in connection with a program for character development, citizenship training, mental and physical fitness for the youth of that organization or, by the agreement of those involved, shall be used elsewhere for the promotion of the program of the Boy Scouts of America.

ARTICLE XI

Additional Administrative Matters

Section 1. Indemnification; Purchase of Liability Insurance.

1.1 Definitions. For the purposes of this section, "agent" means any person who is or was a member of the Executive Board, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a member of the Executive Board, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under subsection 1.4 or paragraph (3) of subsection 1.5 of this section.

1.2 General Indemnification. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the General Nonprofit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

1.3 Derivative Action Indemnification. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending

or completed action by or in the right of the Corporation, or brought under Section 5233 of the General Nonprofit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this subdivision:

(1) In respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the Court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such Court shall determine;

(2) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without Court approval; or

(3) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without Court approval unless it is settled with the approval of the Attorney General.

1.4 Successful Defense. To the extent that an agent of the Corporation has been successful on the merits of defense of any proceeding referred to in subsections 1.3 or 1.4 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

1.5 Required Approval. Except as provided in subsection 1.4, any indemnification under this section shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subsection 1.2 or 1.3, by:

(1) A majority vote of a quorum consisting of members of the Executive Board who are not parties to such proceeding;

(2) Approval of the active members of the Council, with the persons to be indemnified not being entitled to vote thereon; or

(3) The Court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the corporation.

1.6 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this section.

1.7 Rights of Persons Other Than Officers and Members of the Executive Board. Nothing contained in this section shall effect any right to indemnification to which persons other than such members of the Executive Board and officers may be entitled by contract or otherwise.

1.8 Limitations. No indemnification or advance shall be made under this section, except as provided in subsection 1.4 or paragraph (3) of subsection 1.5, in any circumstance where it appears:

(1) That it would be inconsistent with a provision of the articles, these Bylaws, a resolution of the active members of the Council or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That it would be inconsistent with any condition expressly imposed by a Court in approving a settlement.

(i) Upon resolution of the Executive Board the Corporation shall purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this section; provided, however, that a corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the General Nonprofit Corporation Law.

Section 2. Contracts, Checks, Drafts, and Other Instruments and Documents. Except as otherwise provided by law or in these Bylaws, such officer or officers, employee or employees, or agent or agents of the Corporation as shall be specified by the Executive Board or Executive Committee shall sign, in the name and on behalf of the Corporation, all deeds, bonds, contracts, mortgages, conveyances and other instruments or documents and any assignment thereof, the execution of which shall be authorized by the Executive Board or Executive Committee; and such authority may be general or confined to specific instances.

Except as otherwise provided by law or in these Bylaws, all checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money or any endorsement thereof shall be signed by such officer or officers, employee or employees, or agent or agents of the Corporation as shall be specified by the Executive Board or Executive Committee.

Section 3. Notices and Waivers. Whenever any notice is required by these Bylaws or by any law to be given to any member of the Council, member of the Executive Board, or of any committee or any officer, such notice except as otherwise provided by these Bylaws or by any law may be given personally or by telegram, cable, or radiogram addressed to such person at his/her or its place of business, if any, or (to the extent applicable) at such address as has been given to the Corporation as the home address of the person; or the notice may be given in writing by mail, in a sealed wrapper, postage prepaid, addressed to such person at such address. Any notice given by telegram, cable, or radiogram shall be deemed to have been given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in a post office, in a regularly maintained letter box, or with a postal carrier. A waiver of any such notice in writing, signed by the person entitled to such notice in writing, as required, shall be deemed the equivalent thereof; and the presence at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

Section 4. Offices.

4.1 Principal Executive Office. The principal executive office of the Corporation is hereby fixed and located at 1207 Upas Street, San Diego, California 92103.

The Executive Board shall have full power and authority to change the principal executive office from one location to another.

4.2 Other Offices. Other offices for the conduct of business and Scouting may at any time be established by the Executive Board at any time or place within or without the territory of the Council.

Section 5. Annual Reports.

5.1 Scout Executive's Report. The Scout Executive shall prepare an annual report covering the activities and achievements of the Corporation which, with the approval of the Executive Board, shall be presented to the annual meeting of the Council, transmitted to the national office of the Boy Scouts of America, and made public to the communities within the territory of the Corporation.

5.2 Financial Report. The Executive Board shall cause an annual report on the financial status of the Council to be sent to the active members not later than 120 days after the close of the Corporation's fiscal year. Such report shall contain in appropriate detail the following:

(1) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(2) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(3) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.

(4) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

(5) Any information required by Section 6322 of the General Nonprofit Corporation Law concerning certain transactions and indemnifications.

The report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

5.3 When Report Not Required. If the Corporation in writing solicits contributions from 500 or more persons it need not send the report otherwise required by subsection 5.2 if it does all of the following:

(i) Includes with any written material used to solicit contributions a written statement that its latest annual report will be mailed upon request and that such request may be sent to the Corporation at a name and address which is set forth in the statement.

The term "annual report" as used in this subdivision refers to the report required by subsection 5.2.

(ii) Promptly mails a copy of its latest annual report to any person who requests a copy thereof; and

(iii) Causes its annual report to be published not later than 120 days after the close of its fiscal year in a newspaper of general circulation in the county in which its principal office is located.

Section 6. Inspection of Records.

6.1 Members. The accounting books and records and minutes of proceedings of the members and the Executive Board and committees of the Executive Board shall be open to inspection upon the written demand on the Corporation of any member at any reasonable time, for a purpose reasonably related to such person's interests as a member.

6.2 Executive Board Members. Every member of the Executive Board shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a member of the Executive Board.

Section 7. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 8. Seal. The seal of the Corporation shall be in the form of a circle enclosing the universal badge with the motto Be Prepared underneath this badge and the words "San Diego County Council of Boy Scouts of America" around the circle and shall be used only as authorized.

Section 9. Amendment.

9.1 Members. New bylaws may be adopted or these Bylaws may be amended or repealed by approval of the members.

9.2 Executive Board. Subject to the rights of the members, these Bylaws may be amended or repealed at any meeting of the Executive Board, upon the recommendation of the Executive Committee of the Executive Board or when the proposed amendment has been sent to members of the Executive Board at least fifteen days in advance of the meeting. New bylaws or any amendments to these Bylaws must first be approved by the national office of the Boy Scouts of America before being submitted to the Executive Board for adoption.

CERTIFICATE OF SECRETARY

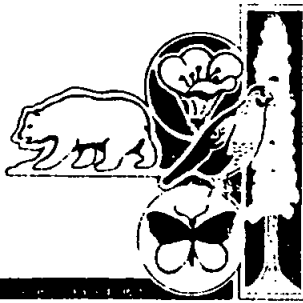
I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Scout Executive and Secretary of San Diego County Council, Boy Scouts of America, a California corporation; and

2. That the foregoing Bylaws, comprising 36 pages, constitute the Bylaws of said corporation as duly adopted by the Executive Board of the corporation on Oct 20, 1980.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 20 day of October, 1980 at San Diego, California.

Ronald Brundage



State of California

OFFICE OF THE SECRETARY OF STATE

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

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

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

FEB 9 1982



March Fong Eu

Secretary of State

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

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

FEB 4 1982

MARCH FONG EU, Secretary of State
By JAMES E. HARRIS
Deputy

Richard A. Shaw and Ronald K. Brundage certify:

1. That they are the President and Secretary, respectively, of the San Diego County Council, Boy Scouts of America, a California corporation.

2. That the Articles of Incorporation of this corporation are amended to read in full as set forth in attached Exhibit "A."

3. That the amendment was approved by the Board of Directors of the corporation.

4. That the amendment was approved by the required vote of members.

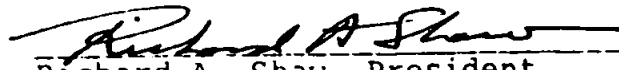
5. That the amendment is one for which the approval of an authorized official at the national office of the Boy Scouts of America is required and that the approval of such authorized official has been obtained.


Richard A. Shaw, President


Ronald K. Brundage, Secretary

Each of the undersigned certifies and declares under penalty of perjury that they are the President and Secretary, respectively, of the corporation and that the matters set forth in the foregoing certificate are true and correct.

Executed in the City of San Diego, in the County of San Diego, California, on January 29, 1982.


Richard A. Shaw, President


Ronald K. Brundage, Secretary

ARTICLES OF INCORPORATION

FOR

SAN DIEGO COUNTY COUNCIL BOY SCOUTS OF AMERICA

ARTICLE I NAME

The name of the corporation is San Diego County Council of Boy Scouts of America.

ARTICLE II DURATION

The corporation shall have perpetual existence but shall take such action as may be necessary to dissolve in the event of the revocation or termination of its charter from the Boy Scouts of America, a corporation organized under an Act of Congress.

ARTICLE III PURPOSES

The corporation shall promote, within the territory covered by the charter from time to time granted it by the Boy Scouts of America and in accordance with the Congressional Charter, Bylaws, and Rules and Regulations of the Boy Scouts of America, the Scouting program of promoting the ability of boys and young men and women to do things for themselves and others, training them in Scoutcraft, and teaching them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by the Boy Scouts of America.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for Charitable purposes.

ARTICLE IV PRINCIPLES AND POLICIES

This corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 as amended from time to time. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 as amended from time to time or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 as amended

Exhibit "A"

from time to time. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office, except as otherwise provided in Section 501(h) of the Internal Revenue Code as amended from time to time.

The corporation shall at all times maintain the principles and policies of the Boy Scouts of America, as set forth in detail in the Bylaws and the Rules and Regulations of the Boy Scouts of America in official handbooks, or as may be announced by the Boy Scouts of America from time to time, specifically restricting the leadership to those persons who are willing to subscribe to the declarations of principles therein set forth and to the Scout Oath and Law and who otherwise are qualified to receive certificates of leadership.

ARTICLE V POWERS

The corporation shall have and may exercise, in a manner consistent with the Congressional Charter, Bylaws and Rules and Regulations of the Boy Scouts of America, all powers given to nonprofit public benefit corporations under the Nonprofit Public Benefit Corporation Law of the State of California.

ARTICLE VI MEMBERS

The corporation shall have one or more classes of members, as provided in the Bylaws of the corporation, and may have honorary members.

Each active, associate, or honorary member of the corporation (a) shall be a citizen of the United States of America or have taken the preliminary steps to becoming a citizen of the United States of America, (b) has subscribed to the Scout Oath and Law and the Bylaws and Rules and Regulations of the Boy Scouts of America, (c) has been registered by the Boy Scouts of America in accordance with its Bylaws and Rules and Regulations, and (d) otherwise meets all qualifications for membership from time to time established by the Boy Scouts of America.

ARTICLE VII
EXECUTIVE BOARD

The Board of Directors of the corporation shall be named the Executive Board and shall be elected in such number and such manner as prescribed in the Bylaws of the corporation.

ARTICLE VIII
DISSOLUTION

The property and assets, and profits and net income of this corporation are irrevocably dedicated to the charitable purposes of carrying out the program of the Boy Scouts of America. The corporation does not contemplate the distribution of gains, profits or net income to its members or any other individual. None of the property or assets or the profits or net income of this corporation shall ever inure to the benefit of any member or to the benefit of any other individual.

Upon winding up and dissolution of this corporation, and after paying or adequately providing for all debts and liabilities of the corporation, the remaining assets shall be distributed (a) to another local council of the Boy Scouts of America as specified by the Boy Scouts of America to be used for charitable purposes, or (b) in the absence of such specification, to the Boy Scouts of America itself to be used for charitable purposes, it being contemplated that in either instance such property and assets shall continue to be devoted to the furtherance of Scouting in the state of California or in the United States of America, or in the event that neither (a) nor (b) of the article is applicable, then to a nonprofit fund, foundation or corporation, which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code as amended from time to time.

ARTICLE IX
NONPROFIT PUBLIC BENEFIT CORPORATION LAW

Pursuant to Section 9913 of the Nonprofit Public Benefit Corporation Law, the corporation elects to be governed by all the provisions of the Nonprofit Public Benefit Corporation Law not otherwise applicable to it under Part 5, thereof.