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SAN DIEGO, CALIFORNIA

THE CITY OF SAN DIEGO

VETERANS MEMORIAL CENTER, INC.

2115 PARK BOULEVARD, (Building 149)

SAN DIEGO, CA 92101-4792

BALBOA PARK LEASE AGREEMENT

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AND  
VETERANS MEMORIAL CENTER, INC.  
AGREEMENT

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VETERAN MEMORIAL CENTER, INC.

LEASE AGREEMENT

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and VETERAN MEMORIAL CENTER, INC., hereinafter called "LESSEE."

SECTION 1: USES

1.01 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the CITY of San Diego, County of San Diego, State of California, described in Section 10.04 attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

1.02 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of the operation and maintenance of the VETERANS MEMORIAL CENTER INC. As the real property referenced in this document is a dedicated below shall be limited to park and recreation uses. The premises shall be used to provide a general use facility for veterans organizations, meeting places for veterans organizations and related activities, a site for conducting occasional non-denominational memorial services, a possible location for a part-time outreach site for the San Diego County Veterans Service Office and the future site for a memorial to the San Diego veterans of all the Armed Services and the Merchant Marine. LESSEE shall not exclude the general public or interfere with the public's right to the use and enjoyment of Balboa Park and its facilities; provided, however, that reasonable restrictions and regulations may be made in order to carry on related activities in an orderly and proper manner.

LESSEE may operate a gift shop on the premises and sell to the general public non-alcoholic beverages, light refreshments, packaged food items and articles which primarily relate to approved activities conducted on the premises.

LESSEE may sell, or engage a concessionaire to sell food, light refreshments and non-alcoholic beverages and packaged food items

to the public on the premises. Such operation shall be considered an accessory use. No signs, displays or advertising related to the accessory use shall be visible from any non-lease area without prior written approval of the City Manager. Approval by the City Manager shall not be unreasonably withheld. In addition, the LESSEE may serve alcoholic beverages in conjunction with special events and special functions taking place on the premises with the approval of the City Manager. Approval by the City Manager shall not be unreasonably withheld. LESSEE shall not be permitted to serve alcoholic beverages on a regular basis. All sales of alcoholic beverages on the premises shall be subject to the regulation and approval of the California Department of Alcoholic Beverage Control.

For the period of time referenced under Section 2 - Term of this agreement, LESSEE shall occupy the premises jointly with CITY staff members. The locations of the LESSEE and staff are in Sections 10.03 A and 10.03 B. LESSEE will have access to the restrooms on the main floor and any other areas as agreed upon between CITY and LESSEE.

1.03 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 the development or operation of the premises. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.

1.04 Quiet Possession. LESSEE, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom.

1.05 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, along and across the 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 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.

1.06 Management. Throughout the term of this Lease Agreement, LESSEE shall provide management of the premises to the satisfaction of the City Manager. Management shall mean demonstrated ability in the management and operation of the veteran center and related activities in a fiscally responsible manner, and the provisions listed in Section 1.02.

1.07 Operation of Facilities. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in Section 10.01; 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.

1.08 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 and subject to the approval of LESSEE. Such approval shall not be unreasonably withheld. 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.

1.09 Political Activities. The premises shall be used exclusively for the purposes specified in Section 1.02, USES, hereof. The

premises shall not be used for working or campaigning for the nomination or election of any individual of 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.

## SECTION 2: TERM

2.01 Commencement. The term of this agreement shall be twenty-five (25) years with the option to extend the term twenty-five years for a total of fifty (50) years, commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager.

CITY shall occupy the leasehold area, as shown in Sections 10.03 A and 10.03 B, jointly with LESSEE for approximately one year. This one (1) year period shall begin when the notice to proceed is given to the successful contractor on the Palisades Building Remodeling Project. In the event that Park and Recreation staff cannot occupy the Palisades Building within one (1) year of the notice to proceed, staff will discuss the issue of additional tenant improvements at CITY expense with LESSEE.

2.02 Renegotiation. This lease may be renegotiated once during the term of this lease. Renegotiation shall commence no later than December 1, 2011. Renegotiation shall be initiated upon written notice given by CITY or LESSEE to the other not less than one (1) year prior to the particular renegotiation interval. Renegotiation shall be directed toward effecting alterations in the terms and conditions of this lease solely to reflect any significant changes which have occurred during the interim period and shall not operate to increase the consideration, terminate the lease or shorten the term thereof.

2.03 Holdover. Any holding over by LESSEE with the consent of the City Manager 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 lease constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect.

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

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

The temporary improvements installed by CITY for the use of CITY staff during the joint use shall be removed by CITY at termination of joint use at no cost to the LESSEE.

### SECTION 3: CONSIDERATION

3.01 Consideration. In consideration of CITY entering into this agreement with LESSEE, LESSEE agrees to operate and maintain the premises in accordance with this lease. A board of directors or trustees shall be elected by LESSEE to establish policy and govern the corporation.

CITY will contribute to the construction, or cause to be constructed, twenty-five thousand dollars (\$25,000) worth of additional improvements to the premises, or contribute \$25,000 to the LESSEE for use for professional architectural and engineering services directly related to improvements to the building, in recognition of the delay of sole occupancy of premises by LESSEE. This contribution is in addition to the heating and ventilating system referenced elsewhere in this document.

3.02 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 avail-

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

#### SECTION 4: ASSIGNMENT

4.01 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.

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

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of the agreement which are applicable to the rights acquired. The City Manager may require, as a condition to approval of any sublease or assignment, that the proposed sublessee or assignee comply with standard CITY lease requirements that are then current.

#### 4.03 Defaults and Remedies

##### a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.03a(1) hereof, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

#### 4.04 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 remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken.

d. 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 or to relocation expense. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

In the event of a partial taking under Subsection 4.04(c), all monies awarded shall be placed in a separate fund and shall be utilized, subject to the joint approval of CITY and LESSEE, for the repair and/or improvement of the remaining portion of the premises.

e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.

f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

## SECTION 5: INSURANCE RISKS/SECURITY

5.01 Indemnity. LESSEE shall at all times assume the defense of, relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgements, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

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

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

- a. Comprehensive general liability and property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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. Such a policy of insurance shall also endorse coverage for Fire Legal Liability Insurance in the amount of FIFTY THOUSAND DOLLARS (\$50,000).
- b. All insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days

prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease. 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.

- c. 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.
- d. 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.
- e. 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 e., 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.

5.03 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 5.02 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/REPAIR

6.01 Heating and Ventilating System. The CITY is responsible for the provision of a heating and ventilating system for the premises. Provision of any additional improvements are the responsibility of the LESSEE. The CITY agrees to construct the appropriate heating and ventilating systems, including cold water piping for future air conditioning to be installed by LESSEE, in a configuration acceptable to the CITY Engineer, or reimburse LESSEE the cost of said improvements at a figure not to exceed the price established by the CITY'S competitive bidding process. In no event shall the CITY be obligated to expend more than \$50,000 for such heating and ventilating improvements.

6.02 Acceptance of Premises. By signing this lease, CITY makes no representation or warranty as to the condition of the premises other than that they be in a decent, safe, healthy and sanitary condition.

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

6.04 Maintenance. LESSEE and CITY agree to assume responsibility and cost for the operation and maintenance of the premises pursuant to Section 10.02, Maintenance Repairs hereof.

LESSEE and CITY will perform all such 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. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.

6.05 Improvements/Alterations. No improvements, structures, or installations shall be constructed by LESSEE 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. This provision shall not relieve LESSEE of any of its obligations under Section 10.02 of this lease to maintain the premises in a decent, safe, healthy and sanitary condition. In addition, LESSEE shall comply with all provisions of law respecting disabled access, and, to the maximum extent practicable, give due consideration for disabled access when making improvements that are not otherwise mandated by state law to provide for such access.

6.06 Utilities. Except as hereinafter provided, LESSEE agrees to order, obtain and pay for all utilities necessary for operation of the premises. During the period of joint use, general utility expenses such as electricity will be the responsibility of the CITY. Utilities such as telephone service benefitting only the LESSEE and not CITY staff shall be the responsibility of the LESSEE. CITY shall provide reasonable amounts of water for use on the leased premises. The City Manager shall have sole and absolute discretion to determine what constitutes a "reasonable amount" for purposes of this paragraph. City Manager may require LESSEE to adopt a water conservation plan.

6.07 Construction Bond. Whenever there is any construction to be performed on the premises, LESSEE shall deposit with CITY prior to commencement of said construction a faithful performance bond in the amount of 100 percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.

6.08 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

6.09 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.

6.10 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 the City Manager. Such approval shall not be unreasonably withheld. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

6.11 Ownership of Improvements

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this lease.

b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.

c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.

d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.

e. 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.

6.12 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.

6.13 Hazardous/Toxic Waste. LESSEE will not allow the installation 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, leaching, 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 filed in the Office of the City Clerk and by this reference 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 applicable rules and regulations of governmental authorities.

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

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

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE at the City's sole option shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional

Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by City, County, State, or Federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all cost and expense incurred.

6.14 Development Schedule.

To be submitted within six (6) months from date the lease is signed by the Park and Recreation Director.

6.15 Asbestos Removal

(1) Repair and Improvements. CITY and LESSEE acknowledge that portions of the structural components of the premises that are the subject of this Lease Agreement may contain asbestos. CITY shall be responsible for asbestos removal, management or containment and all related costs associated with the structural repair, replacement or modification (collectively, "Repair") of the heating and ventilating system. LESSEE shall be responsible for all asbestos removal, management or containment and all related costs for any Repair that is the responsibility of the LESSEE. CITY and LESSEE agree that the party responsible for the Repair of the premises shall be responsible for any costs associated with mitigation or containment of asbestos contamination of other areas ("Asbestos Costs").

(2) General Guidelines. Such asbestos removal or management shall be conducted in accordance with all applicable laws and in accordance with an asbestos removal or management plan approved CITY. Only contractors who are qualified and licensed in accordance with state law to engage in asbestos material removal shall be used. All asbestos material removed shall be

lawfully disposed of, and a certificate of lawful removal shall be furnished when requested as to the removal of asbestos.

CITY reserves the right to inspect any work undertaken by LESSEE pursuant to this lease and to station supervisory personnel at the work site, at CITY'S sole discretion, to ensure that LESSEE'S obligations are carried out. Both parties shall coordinate any Repairs and Improvements with each other and, except in the event of an emergency, the party undertaking a Repair shall provide prior written notice to the other. LESSEE agrees to vacate the premises to allow CITY to make any necessary repairs and deal with asbestos. CITY reserves the right to terminate lease if costs of asbestos removal are determined by CITY to be prohibitive or if budgeted funds are not available for such removal.

#### SECTION 7: GENERAL PROVISIONS

##### 7.01 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 Deputy Director  
Park and Recreation/Central Division  
2125 Park Boulevard  
Balboa Park Administration Building  
San Diego, CA 92101-4792

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

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

##### 7.02 Compliance with Law

LESSEE agrees to and shall, at its sole cost and expense, comply, maintain and secure compliance with all the requirements of all municipal, state, county and federal

authorities now in force or which may hereafter be in force pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance with, in the use of the premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The judgement of any court of competent jurisdiction or the admission of LESSEE or any sublessee or permittee in any action or proceeding against them or any of them, whether CITY be a party thereto or not, that LESSEE, sublessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between CITY and LESSEE.

7.03 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.

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

7.05 Equal Opportunity. LESSEE agrees to and shall take affirmative action to improve employment opportunities of minorities and women. LESSEE agrees to abide by the CITY'S Equal Opportunity Program as it now or hereafter exists. A copy of the program, effective as the date of this agreement, is on file in the Office of the City Clerk and by this reference is incorporated herein. Minorities are presently defined as Hispanic, Black, Filipino, American Indian and Asian/Pacific Islander. The goal of this program shall be the attainment of the employment of minorities and women in all areas of employment in a total percentage approximately equal to the total level of minority and women employment as established by the CITY for its Equal Opportunity Program each year.

7.06 Partial Invalidity. If any term, covenant, condition, or provisions 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.

7.07 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.

7.08 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.

7.09 Captions. The lease Index, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

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

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

7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements or leases with consultants, vendors or LESSEES shall include a condition that the contract, agreement or lease shall be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection

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

7.12 Bylaws. Membership in LESSEE'S organization shall be open to anyone meeting the requirements of its rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by LESSEE'S organization and relating to qualifications for membership, other than dues, or to the operation of the Veteran's Center, shall, before being put into effect, be submitted to and receive the written approval of the City Manager. Bylaws shall be on file in the office of the Park and Recreation Department prior to CITY'S execution of this lease.

7.13 Standard of Conduct of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner acceptable to the City Manager. Creditable manner shall mean no violation of any city, State or Federal law or regulation on the premises.

7.14 Parking. No parking shall be provided by the CITY.

#### SECTION 8: SPECIFIC PROVISIONS

8.01 CITY Funds. During the term of this lease, CITY may, but is not obligated to, provide funds to help defray the cost of operation of the premises in amounts to be determined annually by the City Council.

8.02 Covenants by LESSEE. The policies established by LESSEE for the operation of the premises shall conform to the general policies established by CITY for the use and operation of its cultural and educational facilities.

8.03 Board of Trustees. A Board of Trustees (the "Board") shall be elected by LESSEE. The activities and affairs of LESSEE, the Veteran Memorial Center, Inc. of San Diego shall be exercised by or under the direction of the Board. The Board may, however, hire an officer, known as the Director, to act as the general manager and chief executive officer of LESSEE and who shall be authorized by the Board to handle the day-to-day affairs and general business of LESSEE.

8.04 Use of CITY Funds. In accordance with CITY'S policies, CITY funds may be expended for utilities, custodial, demonstration and guard services, materials and personnel. LESSEE shall not use, directly or indirectly, any of the funds received from CITY under this lease for any political or religious activities whatsoever.

8.05 Use of Proceeds: LESSEE agrees that all income and proceeds received by LESSEE from the operation of the leased premises, shall be utilized for purposes of the continued operation, maintenance and improvement of the leased premises and for purposes incidental thereto. Certification of LESSEE'S compliance with the requirements of this section shall be specifically set forth in LESSEE'S audited financial statements as provided for in Section 8.11 hereof.

8.06 Annual Report. On or before March 15th of each year of this lease, LESSEE shall submit to the City Manager a financial report certified by an independent certified public accountant for the previous fiscal year of LESSEE. Said financial report shall include an operating statement and a report of net worth, and shall be in a form satisfactory to CITY and be subject to review and audit by the City Auditor of CITY. The final report shall be submitted within ninety (90) days of the expiration date of this lease and shall cover the period between the last report and the said expiration date.

8.07 Financial Records. LESSEE shall keep or cause to be kept true, accurate and complete records, including double entry books, a profit and loss statement and a balance sheet, making it possible at all times to determine the nature and amount of revenue and expenditures. All of the LESSEE'S expenditures and transactions shall be supported by documents of original entry such as sales slips, cash register tapes, purchase invoices and receipts. Documents supporting a profit and loss statement shall be retained by LESSEE until an audit of LESSEE'S records is conducted by CITY, or until a period of three (3) years has elapsed, whichever occurs first.

8.08 Accounting Procedures. LESSEE shall use such accounting procedures as shall be requested by the CITY Auditor.

8.09 Inspection of Records and Audit. All books, statements, documents, records and financial data of LESSEE shall be open at all

times for inspection and audit by CITY upon reasonable notice. Further, CITY may conduct an audit of all books, statements, documents, records and financial data of LESSEE, or demand and receive from LESSEE the results of a complete audit as conducted by a certified public accountant in the event that (i) LESSEE'S executive director, or other managing agent, resigns, retires or is discharged; (ii) a majority in the membership of LESSEE'S Board of Trustees changes; or (iii) the purposes for which LESSEE was created are materially or substantially changed.

8.10 Proposed Budget. LESSEE shall have deposited with the City Manager by March 15 of each year five (5) copies of documents evidencing the proposed programs and financial status of LESSEE for the year for which support is required. Without limiting the generality of the foregoing, such documents shall include (i) a copy of LESSEE'S proposed programs, and (ii) a copy of a detailed operating budget showing expected sources of revenue and the nature of all proposed expenditures.

8.11 Activities and Inventory. LESSEE shall submit to the CITY Manager at the close of each fiscal year (i) a report of LESSEE'S activities, and if requested by the City Manager, (ii) an inventory of furnishings and other property of CITY which are in the custody of LESSEE, in a form reasonably required by and satisfactory to CITY. The filing of the LESSEE'S annual funding report shall satisfy the requirements of this Section.

8.12 Personnel. All personnel provided for in the annual budget for operating the premises shall be employed by, and be the employees of, LESSEE. Said personnel shall not be subject in any way to the control of CITY. LESSEE shall also be required to adhere to City Council Policy 300-11, "City Contract Provisions With Respect to Hiring City Employees."

SECTION 9: SIGNATURES

9.01 Signature Page

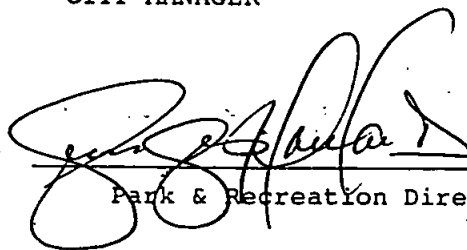
IN WITNESS WHEREOF, this lease is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO  
CITY MANAGER

Date

27 Jan 1992

By



Park & Recreation Director

Date

14 October, 1991

By

Robert H. Cox

, President

Date

\_\_\_\_\_

By

\_\_\_\_\_

, Director

APPROVED as to form and legality this 28<sup>th</sup> day of January, 1992

JOHN W. WITT, City Attorney

By



Deputy City Attorney

09/24/91

JJK

sgs/UNIVET

SECTION 10.00 EXHIBITS

SECTION: 10.01 - SCHEDULE OF DAY AND HOURS OF OPERATION

Open to the public Tuesday through Sunday

10:00 a.m. - 4:30 p.m.

Closed to the public on Thanksgiving Day,  
Christmas Day and New Year's Day

**LEASE AGREEMENT  
VETERANS MEMORIAL CENTER, INC.  
MAINTENANCE REPAIRS**

e MAIL

**System/Area****CITY'S Responsibilities****LESSEE Responsibilities**

**Electrical/Lighting and Power**

All wiring, conduit, breakers, light fixtures (as a complete item). All exterior lighting including lamps, security lights and safety fixed lights. Replace bulbs and tubes over 12 feet above floor. All permanent exhibit lighting and service. Exterior decorative and movable lights. Conduct inspection of all equipment and perform preventative maintenance not less than annually.

Troubleshoot to identify problem as feasible. Replace switch and outlet plates, fixture lenses and bulbs and tubes less than 12 feet above the floor. All temporary exhibit lighting and service.

**Emergency Electrical System and Lighting**

Central circuit. Repair parts and/or system wiring, conduit, generator, fixtures, controls, batteries, etc. Periodic operational check-out and preventative maintenance. Conduct inspection of all equipment not less than quarterly.

Preventive maintenance of batteries. Check generator and emergency lighting system weekly.

**Heating, Ventilation and Air Conditioning System**

All equipment, controls, filters, water treatment, etc. City will provide a priority response for repairs in accordance with available resources. Inspect all equipment not less than annually. Perform preventive maintenance and conduct periodic operational checks.

Check and observe daily. Identify and report problems to the CITY and maintain operational log.

**Plumbing**

All pipes, valves, and plumbing fixtures, hot water heaters, etc., in the water service system. All waste and vent systems, roof drains, etc., including pipe replacement and the clearing of blockages. Conduct inspection of all equipment not less than annually.

Check and observe daily. Identify and report problems to the CITY. Clean leaves and other debris from roof drains.

| <u>System/Area</u>                            | <u>CITY'S Responsibilities</u>                                                                                    | <u>LESSEE Responsibilities</u>                                                                                         |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Alarms                                        | None.                                                                                                             | All sensors, alarms, wiring, etc., for security and fire alarm systems. Including heat, smoke, motion, intrusion, etc. |
| Security                                      | Exterior building envelope, including exterior locks, emergency boarding up and repair of doors and windows.      | All other security including lock installations and maintenance.                                                       |
| Displays and Additions                        | Approval of hookups and modifications of all types.                                                               | All installation, removal and maintenance.                                                                             |
| Floors/Floor Coverings                        | All permanent floors.                                                                                             | Temporary floor coverings. Repairing floor when temporary floor coverings and carpet is removed.                       |
| Windows/Glass                                 | All glass in permanent windows and doors except stained glass windows (see below).                                | All glass in temporary partitions, displays, etc. All tinting film on windows.                                         |
| Window/Stained Glass                          | None.                                                                                                             | Repair, replace, maintain all stained glass windows.                                                                   |
| Doors, Walls, Ceilings, Roof and Metal Shades | All permanent items.                                                                                              | Any additions or modifications to existing equipment, structures or systems, displays and temporary                    |
| Custodial                                     | None.                                                                                                             | All, including providing paper products, soap, light bulbs and tubes. Cleaning adjacent to structures.                 |
| Vandalism                                     | All CITY owned items and permanent structures, including windows and courtyard, stain glass windows not included. | All non-permanent structure, collection and equipment or display owned by LESSEE.                                      |

System/Area

CITY'S Responsibilities

LESSEE Responsibilities

Paint

All exterior and interior painting, excluding only those areas for which LESSEE has responsibility. Surfaces shall be repainted every 7-10 years.

All interior painting of areas, office and basement areas.

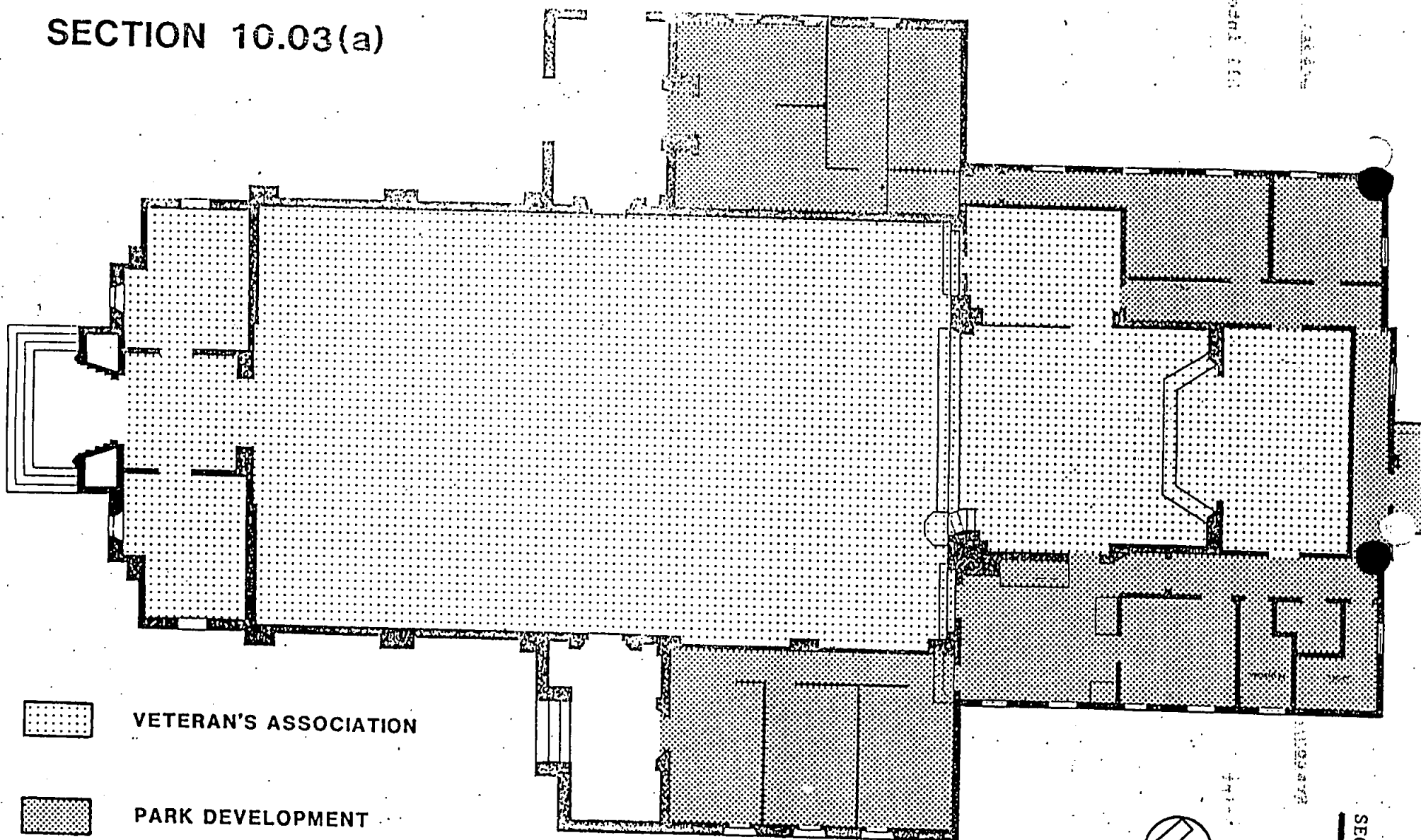
Stained Glass Windows

None.

Replacement, repair of stained glass windows.

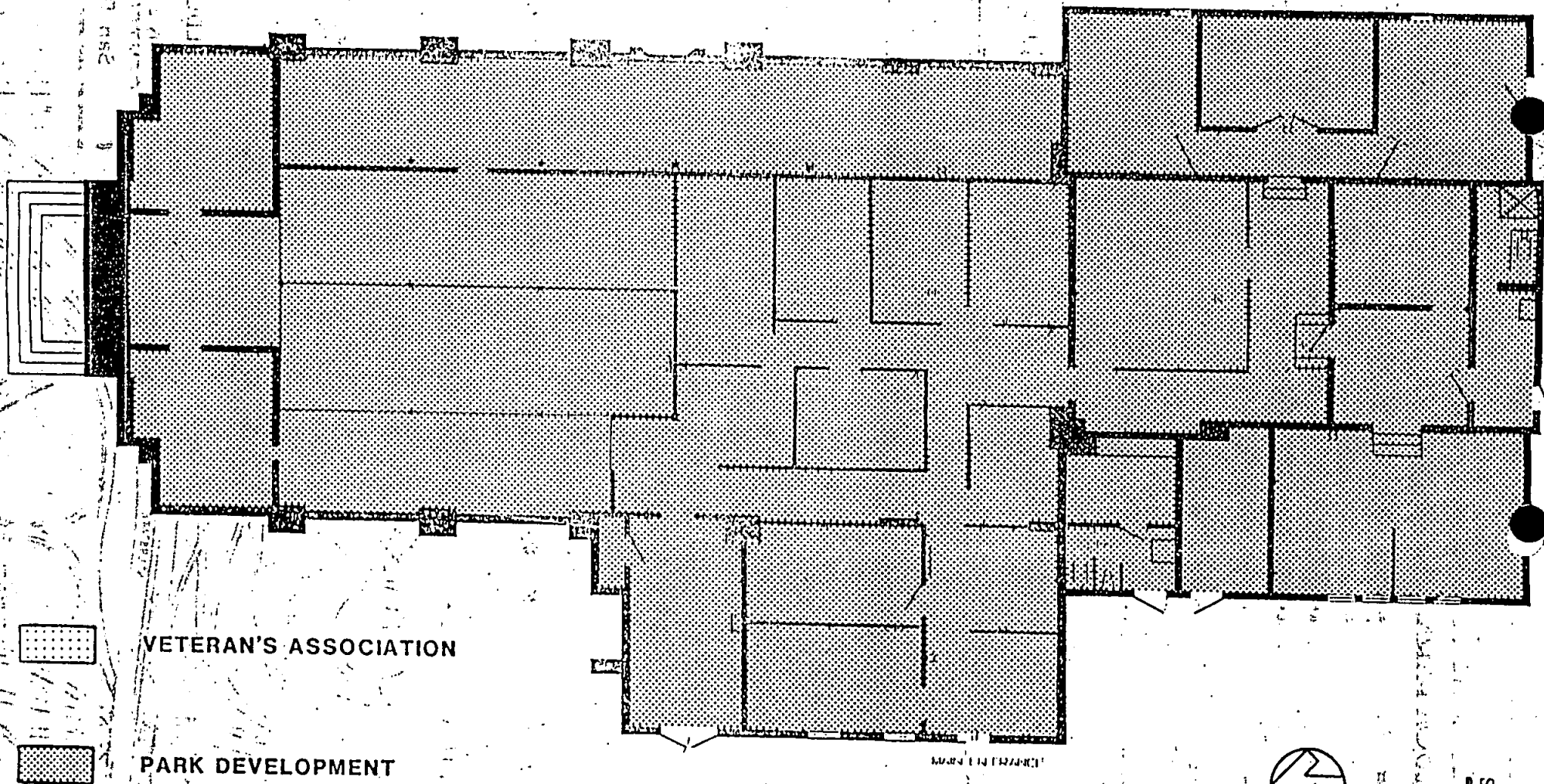
# NAVAL CHAPEL (BLDG. #149)

## SECTION 10.03(a)



# NAVAL CHAPEL (BLDG. #149)

## SECTION 10.03(b)



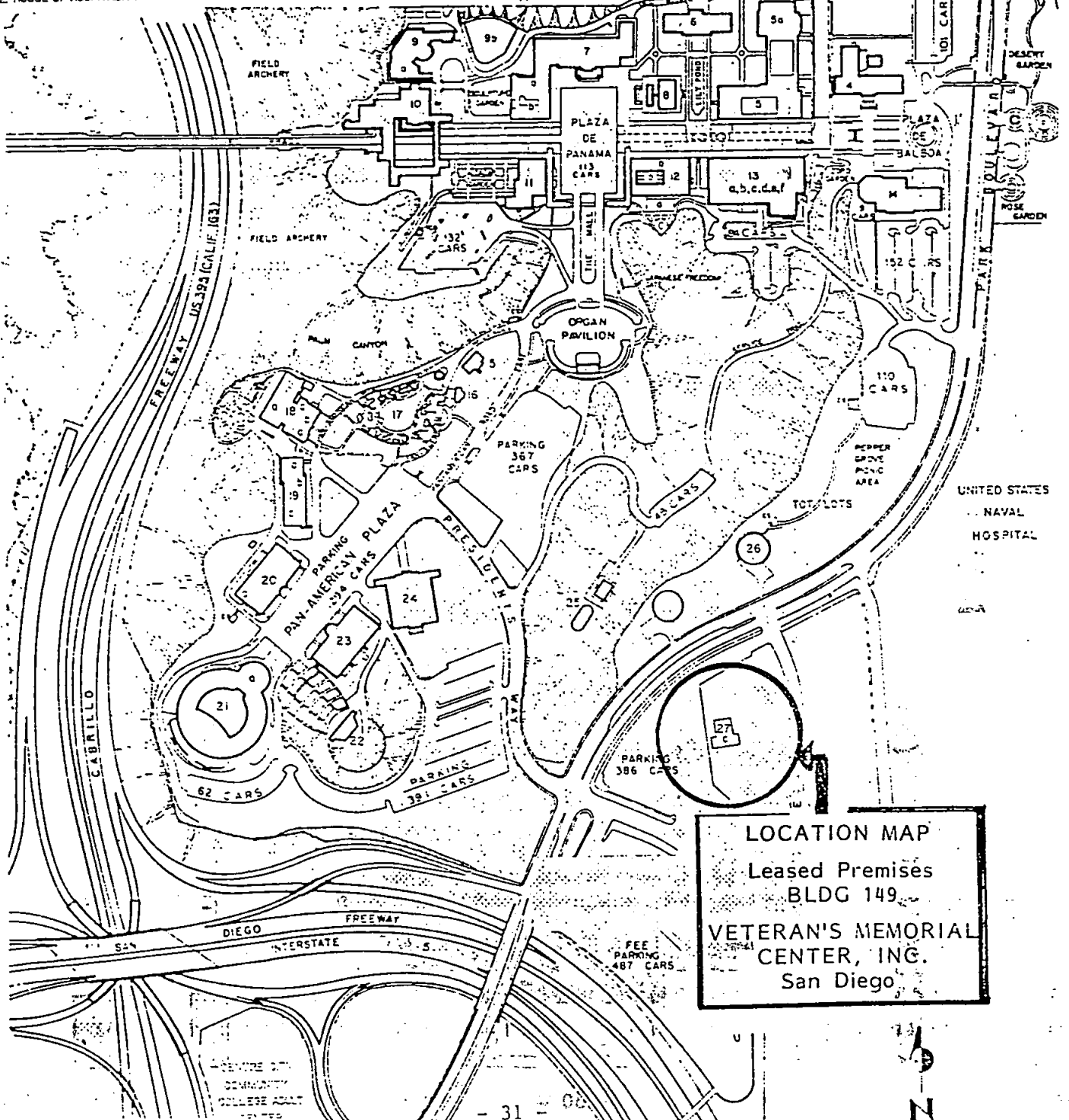
# CULTURAL RECREATION AREA BALBOA PARK, CITY OF SAN DIEGO

SECTION 10.04

1. ZOO ENTRANCE
2. PHOTOGRAPHIC ARTS BLDG
3. SPANISH VILLAGE
4. NATURAL HISTORY MUSEUM
5. CASA DEL PRADO
  - a. Casa del Prado Theatre
6. BOTANICAL BLDG
7. SAN DIEGO MUSEUM OF ART
  - a. West Gallery
  - b. Sculpture Garden Cafe
8. TIMKIN ART GALLERY
9. OLD GLOBE THEATRE
  - a. Cassius Carter Centre Stage
  - b. Lowell Davies Festival Theatre
10. MUSEUM OF MAN
11. HOUSE OF CHARMS
12. HOUSE OF HOSPITALITY

- a. Cafe del Rey Moro
- b. Information Center
13. CASA DE BALBOA
  - a. Hall of Chimeras
  - b. Museum of Photographic Arts
  - c. Model Railroad Museum
  - d. San Diego Historical Research Archives
  - e. Balboa Art Conservation Center
  - f. Chocolate Lily Cafe
14. REUBEN H FLEET SPACE THEATRE/SCIENCE CENTER
15. HALL OF NATIONS
16. UNITED NATIONS BLDG
17. HOUSE OF PACIFIC RELATIONS

18. BALBOA PARK CLUB
  - a. Pets Development
  - b. Police Storefront
19. PALISADES BLDG
  - a. Marine Hitchcock Puppet Theatre
  - b. Recital Hall
  - c. BALBOA PARK MANAGEMENT CTR.
20. SAN DIEGO AUTOMOTIVE MUSEUM
  - a. Parts and Recreation Management
21. AEROSPACE HISTORICAL CENTER
  - a. Aerospace Museum and Hall of Fame
22. STARLIGHT BOWL
23. MUNICIPAL GYM
24. FEDERAL BLDG
25. POLICE STABLES (TEMP)
26. CENTRO CULTURAL DE LA RAZA
27. NAVAL EXCHANGE BLDGS
  - a. Bldg 1 (Entrance)
  - b. Bldg 8 (Library)
  - c. Bldg 149 (Chapel)



(O-92-84)

ORDINANCE NUMBER O- 17735 (NEW SERIES)

ADOPTED ON JAN 21 1992

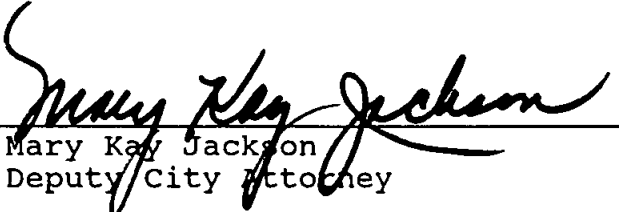
BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. The City Manager is authorized and empowered to execute, for and on behalf of the City, a 25 year agreement with the Veterans Memorial Center, Inc., for the use and occupancy of Building 149, Inspiration Point at Balboa Park (formerly the Naval Hospital Chapel), under the terms and conditions set forth in the Lease Agreement on file in the Office of the City Clerk as Document No. OO- 17735.

Section 2. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By

  
Mary Kay Jackson  
Deputy City Attorney

MKJ:mb  
12/05/91  
Or.Dept:Pk.&Rec.  
O-92-84  
Form=o-t

Passed and adopted by the Council of The City of San Diego on JAN 21 1992  
by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Stevens, Behr, Stallings, McCarty, Filner,  
Mayor O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

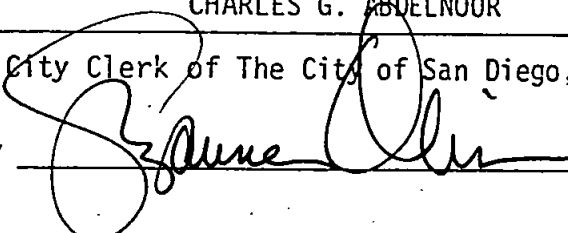
MAUREEN O'CONNOR

Mayor of The City of San Diego, California

(Seal)

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By , Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy  
of ORDINANCE NO. 0-17735 (New Series) of the City of San Diego, California.

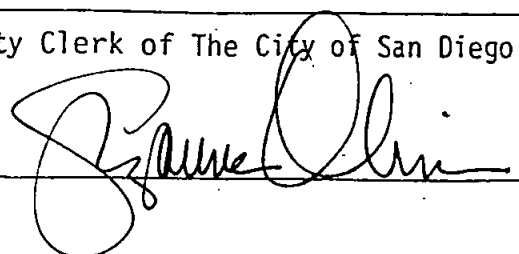
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar  
days had elapsed between the day of its introduction and the day of its final  
passage, to wit, on JAN 06 1992, and on JAN 21 1992.

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with  
by a vote of not less than a majority of the members elected to the Council, and  
that there was available for the consideration of each member of the Council and  
the public prior to the day of its passage a written or printed copy of said  
ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By , Deputy

(Seal)

ADOPTION AGENDA, CONSENT ITEMS (Continued)

RESOLUTIONS (Continued):

\* ITEM-126: (R-92-2089)

Authorizing the City Manager to execute an amendment to the agreement of January 21, 1992 with Veteran Memorial Center, Inc., concerning lease of the Naval Chapel Building in Balboa Park; authorizing the expenditure of an amount not to exceed \$50,000 from CIP-21-835.3, Building 149 (Chapel) - Requirements, Capital Outlay/Other, Fund No. 302453, for the purpose of providing funds for this project.

(Balboa Park Community Area. District-3.)

CITY MANAGER SUPPORTING INFORMATION: The City Council authorized a lease agreement with Veteran Memorial Center, Inc. on January 21, 1992 for the use of the Naval Chapel Building located on the old U.S. Navy Hospital site in Balboa Park. That agreement provided for temporary occupancy of part of the building by the City during the lease period and provision of heating and ventilating improvements by the City. The lessee has indicated a desire to utilize funds now allocated for provision of the heating and ventilation improvements, for engineering and architectural services instead. These services would be related to tenant improvements of the facility and would be advanced in lieu of the proportionate share of the City's obligation for the heating and ventilation improvements. The proposed first amendment also modifies two sections pertaining to the temporary use of the building by the City by making such use an option of the City.

FISCAL IMPACT: The total cost of the City's participation in this agreement will not exceed \$50,000. Funds for this purpose are available in CIP-21-835.3, Building 149 (Chapel) - Requirements, Capital Outlay/Other, Fund No. 302453.

Conrad/Loveland/RJF

Aud. Cert. 9200969.