



Department of Real Estate and Airport Management

March 13, 2024

Boys' and Girls' Club of Inland North County
Attn: Danny Sherlock, President
PO Box 178569
San Diego, CA 92177-8569

Subject: Extension of Lease Agreement: City of San Diego ("City") / Boys' and Girls' Club of San Diego Inland North County (William J. Oakes Branch) ("Lessee") filed January 24, 2005, as Document No. RR-300054 ("Lease") / 2930 Marcy Avenue, San Diego, CA 92113

Dear Mr. Sherlock:

The City has received the Boys & Girls Club's March 1, 2024, email request to extend the above-referenced lease agreement of the City-owned property located at 2930 Marcy Avenue for a period of five (5) years. This request represents the Boys & Girls Club's first right to extend the Lease term.

In accordance with Section 2.1 of the above-referenced lease and the letter dated July 19, 2006, the first lease extension of ten (10) years was reduced to five (5) years as the original term of the lease was extended from fifteen (15) years to twenty (20) years as a requirement for the Boys & Girls Club to receive a grant from the State of California, Department of Parks and Recreation, for construction of a soccer arena.

Therefore, in accordance with Section 2.2 of the above-referenced Lease, the City of San Diego agrees to extend the length of the term of the Lease for an additional five (5) years. The revised expiration date of the Lease is February 28, 2030. Consequently, the noticing date for exercising the second right to extend the Lease for an additional period of ten (10) years will be between March 1, 2029, and August 31, 2029. All other terms and conditions of the Lease shall remain in full force and effect.

Should you have any questions, please contact Heide Farst, Supervising Property Agent, at (619) 236-6727 or hfarst@sandiego.gov.

Sincerely,

Lucy Contreras

Lucy Contreras
Deputy Director, Real Estate

cc: Heide Farst, Supervising Property Agent

Farst, Heide

From: Danny Sherlock <dsherlock@sd youth.org>
Sent: Friday, March 1, 2024 10:38 AM
To: Farst, Heide
Cc: Danny Sherlock
Subject: [EXTERNAL] Oakes Lease Agreement
Attachments: Oakes Lease Agreement.pdf

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Heide – We request an extension of our lease at Memorial Park in Logan Heights known as the William J. Oakes Branch Lease Agreement (see attachment). This lease was previously amended to expire on February 28, 2025 with two potential extensions. The first extension was amended to five years. The second extension continues to be for ten years. We request the first extension for five years which would expire on February 28, 2030. Please let us know if there is anything else we need to submit in support of this request. Thank you for your cooperation.

Danny Sherlock

President & CEO

Boys & Girls Clubs of Greater San Diego

 [858.866.0591](tel:858.866.0591) x1206  [858.866.0595](tel:858.866.0595)  www.sdyouth.org

 [PO Box 178569 San Diego, CA 92177](#)





JUN 21 2006

THE CITY OF SAN DIEGO

June 19, 2006

VIA FIRST CLASS MAIL AND FACSIMILE TO (760) 740-0242

Danny Sherlock, President
Boys' and Girls' Clubs of Inland North County
115 W. Woodward Avenue
Escondido, CA 92025

Reference: Lease Agreement between the City of San Diego and Boys' and Girls' Clubs of Inland North County (William J. Oakes Branch) ("Lessee") filed January 24, 2005 as Document No. RR 300054 ("Lease")

Dear Mr. Sherlock:

6 Marcy Avenue

In accordance with Section 2.1 of the above-referenced Lease, the City of San Diego agrees to extend the length of the term of the Lease from fifteen years to twenty years based on the award of a \$927,000 grant from the State of California, Department of Parks and Recreation for the construction of a soccer arena. According to the Project Officer for the State Department of Parks and Recreation, grants exceeding \$100,000 require at least 20 years of land tenure and public recreation operation. The Lease term extension provided by this letter will enable the Lessee to meet the requirements of the grant.

The revised expiration date of the Lease is February 28, 2025. Consequently, the noticing date for exercising the first right to extend the Lease will be between March 1, 2024 and August 31, 2024. In accordance with the Lease, the length of the first extension term will be reduced by five years. If the grant is not funded, the term of the Lease will revert to fifteen years.

Please contact Carol Young at (619) 236-6081 if you have any questions.

Sincerely,

James F. Barwick
Director

cc: James P. Anthony, Supervising Property Agent

J:\Young\Ltr-Boys&GirlsClubLeaseAmend-1



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

written advance notice to LESSEE, for civic events and special programs, free of charge. After every CITY use, CITY shall leave the Premises 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 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 two or more candidates of different political parties 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 use of the facilities 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. Public use of the facilities on the Premises shall be permitted without Boys & Girls Club membership in accordance with the operating and fee schedules in Sections 1.7 and 1.8 hereof. However, to the extent permitted by law, LESSEE may refuse participation in its programs to any person if LESSEE reasonably determines that the person's physical, mental, or emotional condition would make participation a danger to the person or others. Further, LESSEE may deny public access to the administrative area and to the child care and similar facilities.

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 approved by CITY.

SECTION 2: TERM

- 2.1 Term. The term of this Lease shall be fifteen (15) years ("Term"). The Term of this Lease is effective following execution by the City Manager and approval by the City Attorney ("Commencement Date"). If the Commencement Date is not the first day of a calendar month, then the Term shall include the partial calendar month from and including the Commencement Date through the last day of the full term, so that the Term shall expire on the last day of a calendar month. However, if LESSEE is eligible to receive a grant that requires an initial lease term of twenty (20) years, the initial term of this Lease shall be extended to include the term required by the grant, provided that the amount of years added to the initial term to accommodate a grant shall be deducted on a pro rata basis from the first extension term. If the grant is not

funded, the initial term of this Lease shall revert to fifteen (15) years. "Lease Year" as used in this Lease shall mean the twelve (12) month period starting on the Commencement Date.

- 2.2 Right to Extend. LESSEE has the right to extend this Lease two (2) times for additional terms of ten (10) years each, subject to all original agreements, considerations, covenants, and conditions hereof and upon the following additional terms and conditions:
- a. LESSEE shall give CITY written notice of its intention to extend the Lease no sooner than one (1) year and no later than six (6) months prior to expiration of the original Term or the initial extension term, respectively, of this Lease;
 - b. LESSEE is not in default of this Lease at the time the option is exercised; and
 - c. The City Manager shall have received and approved LESSEE'S accounting of the capital improvements for the Premises for the first fifteen (15) years of the lease, which shall total not less than One Million Dollars (\$1,000,000). LESSEE agrees to expend a minimum of Seven Hundred Thousand Dollars (\$700,000) during each of the extension periods to sustain the Premises in a decent, safe, healthy and sanitary condition satisfactory to CITY and in compliance with the General Development Plan. If the above terms and conditions are met to the satisfaction of the City Manager, LESSEE will be granted an additional ten (10) year extension.
- 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 apply a reasonable increase in rent to bring the rent to fair market value and 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 monetary liens and encumbrances caused by LESSEE, except if generated or caused to be generated by the actions of CITY, 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.