

**CITY OF SAN DIEGO
LEASE SURRENDER AND
TERMINATION AGREEMENT**

THIS LEASE SURRENDER AND TERMINATION AGREEMENT ("Agreement") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SAN DIEGO COMMUNITY COLLEGE DISTRICT ("SDCCD"), to be effective when executed by the parties and as of the date approved by the San Diego City Attorney (the "Effective Date"), as follows:

RECITALS

- A. CITY, as lessor, and SDCCD, as lessee, are parties to that certain LEASE AGREEMENT filed in CITY'S Office of the City Clerk as Document No. RR-253533 on February 2, 1981, and that certain FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") filed as Document No. RR-282623 on September 13, 1993, (collectively the "Lease") relating to the leasing of CITY-owned improved real property located at 1960 National Avenue, in the City of San Diego, California and more particularly described in the Lease (the "Premises").
- B. The term of the Lease was six (6) years, expiring February 1, 1987, with an additional two six (6) year options to extend. The First Amendment deleted the term in its entirety and replaced it with a term of twelve (12) years commencing February 1, 1993, with an option to renew the Lease, for three (3) additional twelve (12) year periods. The First Amendment provided that the Lease would terminate on December 31, 2031 or at such time prior thereto, that the proposed new community college facilities were completed. The Lease required SDCCD to operate and provide adult education programs as more particularly specified in the Lease.
- C. SDCCD was able to construct a nearby new facility at a different property in the Mercado del Barrio district within the Barrio Logan Redevelopment Project Area. The new facility requires the full attention and energy of SDCCD staff. SDCCD desires to surrender its interests in the Lease and all right to possession of or any other interest in the Premises, and accordingly has requested termination of the Lease.
- D. CITY desires to accept the surrender and termination, to release SDCCD from the Lease. CITY has visually inspected the Premises and is satisfied with its apparent condition.

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

1. Surrender and Termination. SDCCD surrenders all rights and interests in, to, and under or created pursuant to the Lease and any amendments thereto, and the leasehold estate created thereunder, and agrees to vacate the Premises and, deliver all keys possessed and/or controlled by it to the Premises. SDCCD shall also be responsible for removal of all items

from the Premises. CITY accepts this surrender, and the Lease is hereby terminated as of the Effective Date subject to the conditions stated herein. All respective rights and responsibilities under the Lease, including SDCCD's obligation to pay rent and to operate and maintain the Premises, shall be of no further effect, except as to those rights and responsibilities which by their nature shall survive such termination. All improvements, fixtures, and chattel remaining at the Premises as of the Effective Date shall be handled pursuant to applicable California law.

2. SDCCD Representations and Warranties; Indemnity. SDCCD represents and warrants the following:
 - a. That it has no knowledge of any filed, pending, or potential legal claims related to the Lease or the Premises; and
 - b. That it has not made any assignment, sublease, transfer, or other disposition of the Lease or any interest in the Lease or any demand, obligation, liability, or cause of action arising out of the Lease, in any manner.
 - c. That it is not entitled to have CITY convey title to the Premises in accordance with Section IV(C) (23) of the Lease.
 - d. SDCCD shall protect, defend, indemnify, and hold CITY harmless from and against any and all claims asserted and liability established for damages or injuries to any person or property, including injury to SDCCD's officers, employees, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with any person or legal entity claiming to hold any right under the Lease and/or in the Premises, and all expenses of investigating and defending against same, including without limitation attorney fees and costs.
3. Construction. The provisions of this Agreement, or this Agreement as a whole, shall not be construed against the drafting party.
4. Waiver. No breach of any provision of this Agreement shall be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between the parties pertaining to this termination.
6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representative, successors and assigns.
7. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California.

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

IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date.

Date: 12 Nov 15

SAN DIEGO COMMUNITY COLLEGE DISTRICT:

By: [Signature]

Name: C S Manis

Title: Vice Chancellor

Date: 11/16/15

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: [Signature]

Name: Charles Thompson

Title: Director of Community Services

APPROVED AS TO FORM:

Date: 11/16/15

JAN I. GOLDSMITH, City Attorney

BY: [Signature]

Name: Melissa Ables

Title: Deputy City Attorney



Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 12206016-993-SD2

Escrow/Customer Phone: (619) 521-3500

City of San Diego-Real Estate Assets Dept.
1200 Third Ave., Suite 1700
San Diego, CA 92101
ATTN: Charmaine Gillis
Email: CGillis@sandiego.gov
Ref: 1960 National Ave

Title Officer: **Tom Votel & Ken Cyr**
Title Officer Phone: (619) 521-3673
Title Officer Fax: (619) 521-3608
Title Officer Email: Cyr-Votel@ctt.com

PROPERTY: 1960 NATIONAL AVE, SAN DIEGO, CA

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

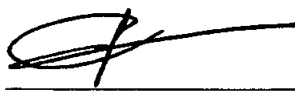
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By: 
Authorized Signature



By:


Randy Quirk, President

Attest:


Michael Gravelle, Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: August 10, 2015 at 7:30 a.m.

ORDER NO.: 12206016-993-SD2

The form of policy or policies of title insurance contemplated by this report is:

A Preliminary Report Only

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE CITY OF SAN DIEGO

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

LEGAL DESCRIPTION

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

THAT PORTION OF BLOCK 141 OF MANNASSE AND SCHILLER'S SUB-DIVISION OF PUEBLO LOT 1157, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 209, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 11, 1870, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID BLOCK 141; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 141, SOUTH 50°10'57" EAST, 271.49 FEET TO THE MOST SOUTHERLY CORNER OF THAT 20.00 FOOT ALLEY AS DESCRIBED IN DEED TO THE CITY OF SAN DIEGO, RECORDED JULY 10, 1970, AS INSTRUMENT NO. 121182 OF OFFICIAL RECORDS AND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 50°10'57" EAST, 129.29 FEET TO A POINT DISTANT THEREIN 400.78 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF SAID BLOCK 141; THENCE NORTH 39°48'26" EAST 52.13 FEET TO A POINT ON THE ARC OF A NON-TANGENT 370.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 76°45'21" EAST TO SAID POINT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°40'02" A DISTANCE OF 107.63 FEET, BEING A POINT ON THE SOUTHWESTERLY LINE OF THE ALLEY IN SAID BLOCK 141; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 50°10' WEST TO A LINE WHICH BEARS NORTH 39°48'35" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 39°48'35" WEST 140.10 FEET TO THE TRUE POINT OF BEGINNING.

APN: 538-270-35

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

A. Taxes are not assessed.

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: San Diego Gas and Electric Company
Purpose: public utilities, ingress, egress
Recording No: Book 724, page 438 of Official Records
Affects: A portion of the Land described herein.

2. Matters contained in that certain document

Entitled: An Agreement
Recording Date: May 11, 1961
Recording No: 81864 of Official Records

Reference is hereby made to said document for full particulars.

3. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Redevelopment Agency of the City of San Diego Centre City Redevelopment Project Area

Recording Date: May 12, 1992
Recording No: 92-0287642

and Recording Date: January 27, 1995
and Recording No: 95-0038806 of Official Records

and Recording Date: December 6, 1999
and Recording No: 99-794656 of Official Records

4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of San Diego Redevelopment Agency Barrio Logan Redevelopment Project Area
Recording Date: March 27, 2007
Recording No: 2007-0205129 of Official Records

5. Water rights, claims or title to water, whether or not disclosed by the public records.

6. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

EXCEPTIONS
(Continued)

7. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: **The City of San Diego**

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

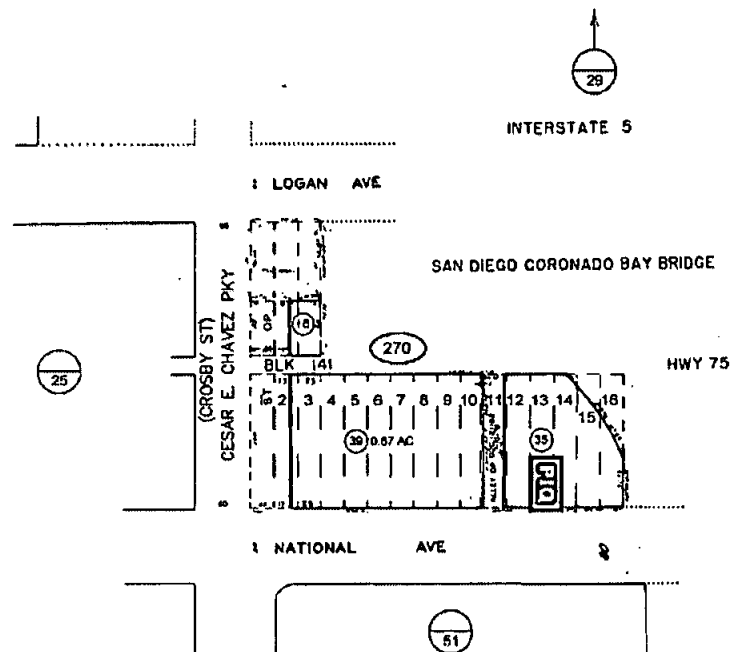
END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial properties, known as 1960 National Ave, located within the city of San Diego, California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF INFORMATIONAL NOTES

Tom Votel & Ken Cyr/gp

[illegible]

**SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 538 PG 27**

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 209 - FOX MAP OF MANNASSE & SCHILLERS SUB OF PL 1157
ROS 21385