



THE CITY OF
SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

May 14, 1982

OFFICE OF THE
CITY MANAGER
236-6363

File: Leases - San Diego Community College
District, 1960 National Avenue,
San Diego, CA

Dr. Philip del Campo, President
The San Diego Community College Dist.
3375 Camino del Rio South
San Diego, CA 92108

Gentlemen:

Re: City/The San Diego Community College District - Lease Document
RR253533 filed February 2, 1981 - 1960 National Avenue,
San Diego, CA

An error has been found in the legal description of the lease on the above-referenced property. A portion of Lot 11 of Block 141, Manassee and Schillers Subdivision was not included in the description. Therefore, the legal description on Exhibit "A" of the Lease Document RR253533, filed February 2, 1981 is hereby deleted and the following substituted therefore:

Property is a portion of Lots 11 through 17, Block 141, Manassee and Schillers Subdivision of Pueblo Lot 1157, City of San Diego, County of San Diego, State of California, according to Map 209 filed July 11, 1870 in the County Records Office of San Diego County and is commonly known as 1960 National Avenue, San Diego, CA.

If this meets with your approval, please sign, date and return the original letter to the attention of: Property Director, City of San Diego, 202 C Street, San Diego, CA 92101.

When signed and returned, this letter shall become a part of the lease agreement.

RECEIVED

JUN 1 1982

PROPERTY DIRECTOR

JLS:RJC:jas

Accepted and Agreed to this
27 day of May, 1982.

THE SAN DIEGO COMMUNITY
COLLEGE DISTRICT

BY

Cecil J. Hannon

Very truly yours,

John P. Fowler
John P. Fowler
Deputy City Manager

DOCUMENT NO. 768477

FILED JUN 4 1982
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Approved as to form and legality
this 17 day of May, 1982.

JOHN W. WITT, CITY ATTORNEY

BY

John W. Witt
Deputy City Attorney

LEASE AGREEMENT

Approved by Council Resolution

No. R- 253533 Dated FEB 2 1981

THIS LEASE AGREEMENT is executed by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY" and THE SAN DIEGO COMMUNITY COLLEGE DISTRICT, hereinafter called "LESSEE."

I. DEMISED 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 and delineated on Exhibit "A", attached hereto and by this reference made a part of this Agreement. Said real property is hereinafter called "PREMISES".

- A. PERMITTED USE. Said PREMISES are leased to LESSEE only for the purposes of providing a program of adult and continuing education, or for other community services listed in Paragraph IV.C.21.c. of this Agreement.
- B. OBLIGATION TO DILIGENTLY USE. LESSEE covenants to use said PREMISES for the above-specified purposes and to diligently pursue said purposes throughout the term hereof.
- C. RELATED COUNCIL ACTIONS. By the granting of this lease, the City Council of The City of San Diego is not obligating itself with regard to any other discretionary action relating to development or operation of said PREMISES. Such discretionary action includes, but is not limited to, rezonings, variances, environmental clearances, or any other governmental agency approvals which are required.

II. TERM OF AGREEMENT

- A. COMMENCEMENT AND TERMINATION. The term of this Agreement shall be six (6) years, commencing on February 2, 19 81. Provided, however, that this Agreement may be terminated at any time during its initial term or any renewal thereof by either party upon one hundred eighty (180) days' advance written notice.
- B. OPTION TO RENEW. LESSEE shall have the option to renew this Agreement for two additional six-year periods, subject to concurrence by CITY. In the event LESSEE desires to exercise this option, LESSEE will so ad-

DOCUMENT NO. R-253533

FILED FEB 2 1981

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

wise CITY one hundred eighty (180) days prior to the lease termination date.

- C. CONTINGENCY PROVISIONS. In the event CITY exercises the termination provision included in Paragraph II.A., or elects not to authorize renewal as provided for in Paragraph II.B., LESSEE will be reimbursed by CITY on a pro rata basis for the unamortized value of any capital improvements LESSEE may have made to the property. The amount of any such reimbursement, and the terms thereof, will be determined through negotiation by CITY and LESSEE.

III. CONSIDERATION

Consideration for the granting of this lease shall be the rehabilitation, use, and maintenance by LESSEE of the leased PREMISES at no cost to CITY, and the payment by LESSEE for all utilities and service and installation charged in connection therewith.

IV. COVENANTS AND CONDITIONS

A. CITY COVENANTS

1. Quiet Possession. LESSEE performing the covenants and agreements herein, shall and may at all times during the said term peaceably and quietly have, hold and enjoy the said PREMISES for the term hereof. If CITY for any reason whatsoever cannot deliver possession of the said PREMISES to LESSEE at the commencement of said term as hereinbefore specified, or if LESSEE is dispossessed through action of a title superior to CITY's, then and in either of such events, this lease shall be void. CITY, however, shall not be liable to LESSEE for any loss or damage resulting therefrom.

B. LESSEE COVENANTS

2. Affirmative Action. LESSEE agrees to take affirmative action to improve employment opportunities of minorities and women. When applicable, LESSEE agrees to abide by the Affirmative Action Program for Lessees as it now exists or is hereafter amended. A copy of the program, effective as of the date of this Agreement, is on file in the Office of the City Clerk as Document No. 746205 and by this reference is incorporated herein. Minorities are presently defined as Mexican-American, Black, Filipino, American Indian, and Asian/Oriental. 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

of employment approximately equal to the total level of minority and women employment as established by the City for its Affirmative Action Program each year.

3. Compliance with Law. LESSEE agrees, at its sole cost and expense, to comply and secure compliance with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the said PREMISES, or the operations conducted thereon, and to faithfully observe and secure compliance with, in the use of the PREMISES, all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and to pay before delinquency all taxes, assessments, and fees assessed or levied upon the LESSEE or the leased PREMISES including the land and any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by LESSEE or by reason of the business or other activities of LESSEE upon or in connection with the leased PREMISES. LESSEE recognizes and understands that this lease may create a possessory interest subject to property taxation and that the LESSEE may be subject to the payment of property taxes levied on such interest. LESSEE further agrees that any such tax shall be paid by LESSEE before becoming delinquent. The judgment of any court of last appeal and of competent jurisdiction, or the admission of LESSEE or any permittee in any action or proceeding against them, or any of them, whether CITY be a party thereto or not, that LESSEE or permittee has violated any such ordinance or statute in the use of the PREMISES shall be conclusive of that fact as between CITY and LESSEE.
4. Indemnity. LESSEE agrees that CITY, its agents, officers and employees, shall not be liable for any claims, alleged liabilities, penalties, fines, or for any damage to the goods, properties or effects of LESSEE, its representatives, agents, employees, guests, licensees, invitees, patrons, or clientele or of any other persons whomsoever, nor for personal injuries to, or deaths of any persons, whether alleged to have been caused by or resulting from any acts or omissions of LESSEE in or about the leased PREMISES, or any act or omission of any person or from any defect in any part of the leased PREMISES or from any other cause or reason what-

soever. LESSEE agrees to indemnify and save free and harmless CITY and its authorized agents, officers, and employees, insofar as it may legally do so, against any of the foregoing alleged liabilities and any costs and expenses incurred by CITY on account of any claim or claims therefor.

5. Insurance Coverage. During the entire term of this lease, LESSEE agrees to procure and maintain public liability insurance which names CITY as an additional insured with an insurance company licensed to do business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities related to the operation of this lease, of CITY or LESSEE, or any person acting for CITY or LESSEE or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of CITY or LESSEE or its sublessees, or any person acting for CITY or LESSEE, or under its control or direction. Such property damage and public liability insurance shall also provide for and protect CITY against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this lease in the amount of not less than ONE MILLION DOLLARS COMBINED SINGLE LIMIT LIABILITY. LESSEE agrees to provide a certificate of such insurance coverage, naming CITY as additional insured, to CITY on or before the effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company shall not terminate, cancel or limit said policy in any manner without at least thirty (30) days' prior written notice thereof to CITY. If the operation under this agreement results in an increased or decreased risk in the opinion of the City Manager, then LESSEE agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. LESSEE agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the LESSEE may be held responsible for the payment of damages to persons or property.

resulting from LESSEE's activities or the activities of any person or persons for which LESSEE is otherwise responsible.

LESSEE also agrees to procure and maintain during the entire term of this lease, a policy of fire and extended coverage on all permanent property of an insurable nature located upon the leased premises. Said policy shall name the CITY as an additional insured and shall be written by an insurance company licensed to transact business in the State of California and shall be in an amount sufficient to cover at least 100% of the replacement costs of said property. LESSEE agrees to submit a certificate of said policy to the CITY on or before the effective date of this lease. Said policy shall contain a condition that it is not to be terminated or cancelled without at least thirty (30) days' prior written notice to CITY by the insurance company. LESSEE agrees to pay the premium for such insurance and shall require that any insurance proceeds resulting from a loss under said policy are payable jointly to CITY and LESSEE and said proceeds shall constitute a trust fund to be reinvested in rebuilding or repairing the damaged property or said proceeds may be disposed of as specified in Paragraph IV.B.9. of this Agreement (Waste, Damage or Destruction).

LESSEE agrees to increase the limits of liability when, in the opinion of CITY, the value of the improvements covered is increased, subject to the availability of such insurance at the increased limits. LESSEE agrees, at its sole expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering said PREMISES, buildings and appurtenances.

6. Maintenance. LESSEE agrees to assume full responsibility for the operation and maintenance of said PREMISES throughout the term hereof without expense to CITY, and to perform all repairs and replacements necessary to maintain and preserve said PREMISES in a decent, safe, healthy and sanitary condition in a manner satisfactory to CITY and in compliance with all applicable laws. LESSEE agrees that CITY shall not be required to perform any maintenance, repairs or services or to assume any expense not specifically assumed herein in connection with said PREMISES.

7. 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, or age 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.
8. Utility Costs. LESSEE agrees to order, obtain and pay for all utilities and service and installation charges in connection therewith. All utilities installed by LESSEE shall be installed underground.
9. Waste, Damage or Destruction. LESSEE agrees to give notice to the 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 the CITY. If the leased PREMISES shall be damaged by any cause for which LESSEE is solely responsible and 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 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 the CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage.

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.

C. RESTRICTIVE CONDITIONS

10. Administration and Notices. Control and administration of this lease is under the jurisdiction of the City Manager of CITY as to CITY's interest

herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this lease or by law to be given or served upon CITY may be given or served by registered letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, Attention: Property Director, City Administration Building, 202 "C" Street, San Diego, California, 92101. Any notice or notices provided for by this lease or by law to be given or served upon LESSEE may be given or served by depositing in the United States mails, postage prepaid, a registered letter addressed to San Diego Community College District, 3375 Camino del Rio South, Suite #310, San Diego, California, 92108, Attention: Property Agent, or may be personally served upon them or any person hereafter authorized by them to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

11. City Approval and Consent. The approval or consent of CITY, wherever required in this agreement, shall mean the approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
12. Entry and Inspection. CITY reserves and shall always have the right to enter said PREMISES, upon reasonable notice to LESSEE, 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 for and 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 a decent, safe, healthy, and sanitary condition.
13. Holding Over. The occupancy of the demised PREMISES after the expiration or earlier termination of the term of this agreement shall be construed to be a tenancy from month to month, and all other terms and conditions of

this agreement shall continue in full force and effect.

14. Merger. The voluntary or other surrender of this lease by LESSEE, or a mutual cancellation thereof, shall not work a merger and shall, at the option of CITY, terminate all or any existing subleases or subtenancies or may, at the option of CITY, operate as an assignment to it of any or all such subleases or subtenancies.
15. Oral Representation. It is specifically understood and agreed hereby that this lease contains the complete expression of the whole agreement between the parties hereto, and that there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied by the said parties, except as are fully set forth herein; and further, that this lease cannot be enlarged, modified or changed in any respect except by written agreement duly executed by and between the said parties.
16. Ownership of Improvements. LESSEE at its cost shall have the right to make, with CITY's consent, alterations to the PREMISES that LESSEE requires in order to conduct its business on the PREMISES. In making any alterations that LESSEE has a right to make, LESSEE shall comply with the following:
 - a. LESSEE shall submit to CITY reasonably detailed final plans and specifications and working drawings of the proposed alterations, the estimated cost thereof, and the name of its contractor, if any, at least fifteen (15) days before the date it intends to commence the alterations.
 - b. The alterations shall not be commenced until fifteen (15) days after CITY has been mailed notice from LESSEE stating the date the installation of the alterations is intended to commence so that CITY can post and record an appropriate notice of nonresponsibility.
 - c. The alterations shall be approved by CITY and other appropriate government agencies and all applicable permits and authorizations shall be obtained before commencement of the alterations.
 - d. All alterations shall be completed with due diligence in compliance with plans and specifications and working drawings and all applicable laws.
 - e. Before commencing the alterations and at all times during construction, LESSEE or LESSEE's contractor shall maintain insurance as provided in Paragraph IV.B.5. of this Agreement.

LESSEE shall have the right to remove from the PREMISES immediately before, or within thirty (30) days after the expiration of the term or the earlier termination of this lease, any alterations LESSEE has made to the PREMISES, provided that the removal will not cause any structural damage to the PREMISES, and LESSEE at its cost promptly restores any damage caused by such removal.

17. Remedies of City.

- a. Default by Lessee. In the event that LESSEE shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by LESSEE and shall fail to cure said default within thirty (30) days following the service on LESSEE of a written notice from CITY specifying the default complained of, then CITY may, at its option, and with thirty (30) days' prior written notice to LESSEE, terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE in or to the said PREMISES or in or to further possession thereof and CITY may thereupon enter and take possession of said PREMISES and expel LESSEE and all persons so claiming rights thereto. Provided, however, in the event that any such default by LESSEE is not curable within thirty (30) days after the service of a written notice upon LESSEE, CITY shall not terminate this lease pursuant to said default if LESSEE immediately commences to cure said default and diligently pursues such cure to completion.
- b. 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 LESSEE's right to possession, and CITY may enforce all its rights and remedies under said lease. For purposes of this section, the following do not constitute a termination of LESSEE's right to possession:
 - (1) Acts by CITY of maintenance, or preservation, or efforts to relet the property;
 - (2) The appointment of a receiver upon initiative of CITY to protect the CITY's interest under the lease.

- 18. Reservation of City Rights.** CITY hereby reserves all rights, title and interest in any and all gas, oil, minerals and water beneath said leased PREMISES. CITY shall have the right to enter said leased PREMISES for the purpose of making repairs to or developing municipal services. CITY hereby reserves the right to grant and use such easements or establish and use such rights of way over, under, along and across said leased PREMISES for utilities, thoroughfares, or access as it may deem advisable for the public good. Provided, however, CITY shall not unreasonably interfere with LESSEE's use of the PREMISES and will reimburse LESSEE for

physical damages, if any, to the permanent improvements of LESSEE located on the leased PREMISES resulting from CITY's exercising the rights retained in this paragraph. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to the rights reserved herein.

19. Time is of the Essence. Time is of the essence of each and all of the terms and provisions of this lease and this lease shall inure to the benefit of and be binding upon the parties hereto and any successor of LESSEE as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this lease shall extend to and bind any assigns or sublessees of LESSEE.
20. Waiver. The waiver by CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. Failure on the part of CITY to require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease shall not be construed as in any manner changing the terms hereof and shall not prevent CITY from enforcing any provision hereof.
21. CITY - United States of America Grant Contract Provisions
 - a. This lease is subject to approval by the Secretary of the Department of Housing and Urban Development, based on grant contract requirements as set forth below.
 - b. The City entered into a Neighborhood Facilities Grant Contract NFP-CA-09-16-1003 with the United States of America, acting by and through the Secretary of Housing and Urban Development, providing for Federal financial assistance under Title VII of the Housing and Urban Development Act of 1965, having as its purpose the provision of a neighborhood facility. Neighborhood Facilities Grant Contract NFP-CA-09-16-1003 was approved by City Council Resolution No. 206930 of November 16, 1972. The City application, which resulted in Neighborhood Facilities Grant Contract NFP-CA-09-16-1003, designated the Chicano Federation of San Diego County, Incorporated, as the operator of the Neighborhood Facility, 1960 National Avenue, San Diego, California. Said contract requires that any lease agreement with an entity other than the Chicano Federation of San Diego

County, Incorporated be approved by the Secretary of the Department of Housing and Urban Development. The Chicano Federation of San Diego County, Incorporated vacated the premises on October 27, 1980.

- c. Neighborhood Facilities Grant Contract NFP-CA-09-16-1003 specifies authorized uses for the Neighborhood Facility (1960 National Avenue, San Diego, California), and states that these use restrictions are applicable for a period of twenty (20) years. Authorized uses include Pre-School, Child Care, Young Adult Programs, Senior Citizen Programs, Individual Group Counseling, Adult Education, Health Services, Drug Information and Counseling, and Community Organizations.

22. Eminent Domain. In the event the leased PREMISES or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then the interests of CITY and LESSEE (or Beneficiary or Mortgagee if there is a Trust Deed or Mortgage then in effect), in the award and the effect of the taking upon this lease agreement shall be as follows:

- a. In the event of such taking of only a part of the leased PREMISES, leaving the remainder of said PREMISES in such location and in such form, shape and size as to be used effectively and practicably in the opinion of LESSEE for the conduct thereon of the operations permitted hereunder, this lease shall terminate and end as to the portion of the leased PREMISES so taken as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased PREMISES not so taken.
- b. In the event of the taking of only a part of the leased PREMISES, leaving the remainder of said PREMISES in such location, or in such form, shape or reduced size as to render the same not effectively and practicably usable, in the opinion of LESSEE, for the conduct thereon of the operations permitted hereunder, this lease and all right, title and interest thereunder shall cease on the date title to said PREMISES or the portion thereof so taken vests in the condemning authority.
- c. In the event the entire leased PREMISES are so taken, this lease and all of the right, title and interest thereunder shall cease on the date title to said PREMISES so taken vests in the condemning authority.
- d. In the event of any taking under Subparagraphs a, b, or c, hereinabove, the only portion of any award of compensation which shall be paid to LESSEE shall be the fair market value of LESSEE's interest in the improvements placed upon that portion of the leased PREMISES which are taken by the condemning authority. It is the intention of this provision that LESSEE shall not in any condemnation receive any bonus or penalty by reason of LESSEE's contractual rights in connection with the property condemned.

- e. Notwithstanding the foregoing provisions of this section, CITY may, in its discretion and without affecting the validity and existence of this lease, transfer the CITY's interests in said PREMISES in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by CITY, LESSEE shall retain whatever rights it may have to recover from the said authority the fair market value of LESSEE's interest in the improvements taken by the authority and which LESSEE has placed upon the leased PREMISES in accordance with the provisions of this lease.

IN WITNESS WHEREOF, this Lease Agreement is executed by CITY, acting by and through the City Manager, and by LESSEE as authorized by its Board of Trustees.

THE CITY OF SAN DIEGO

Date

2/2/81

By

Elaine M. Balch

City Manager

ASSISTANT TO THE

SAN DIEGO COMMUNITY COLLEGE DISTRICT

Date

January 14, 1981

By

Roy Wieghorst

Roy Wieghorst, Director

Plant and Equipment Services

APPROVED as to form and legality this

18 day of Feb., 1981.

JOHN W. WITT, City Attorney

BY

[Signature]

Deputy

R-253533

L O G A N

Property is a portion of Lots 12 through 17, Block 141, Manassee and Schillers Subdivision, otherwise known as 1960 National Avenue.

EXISTING METAL BLDG

COMMUNITY CENTER BUILDING

KIOSK

PROMENADE

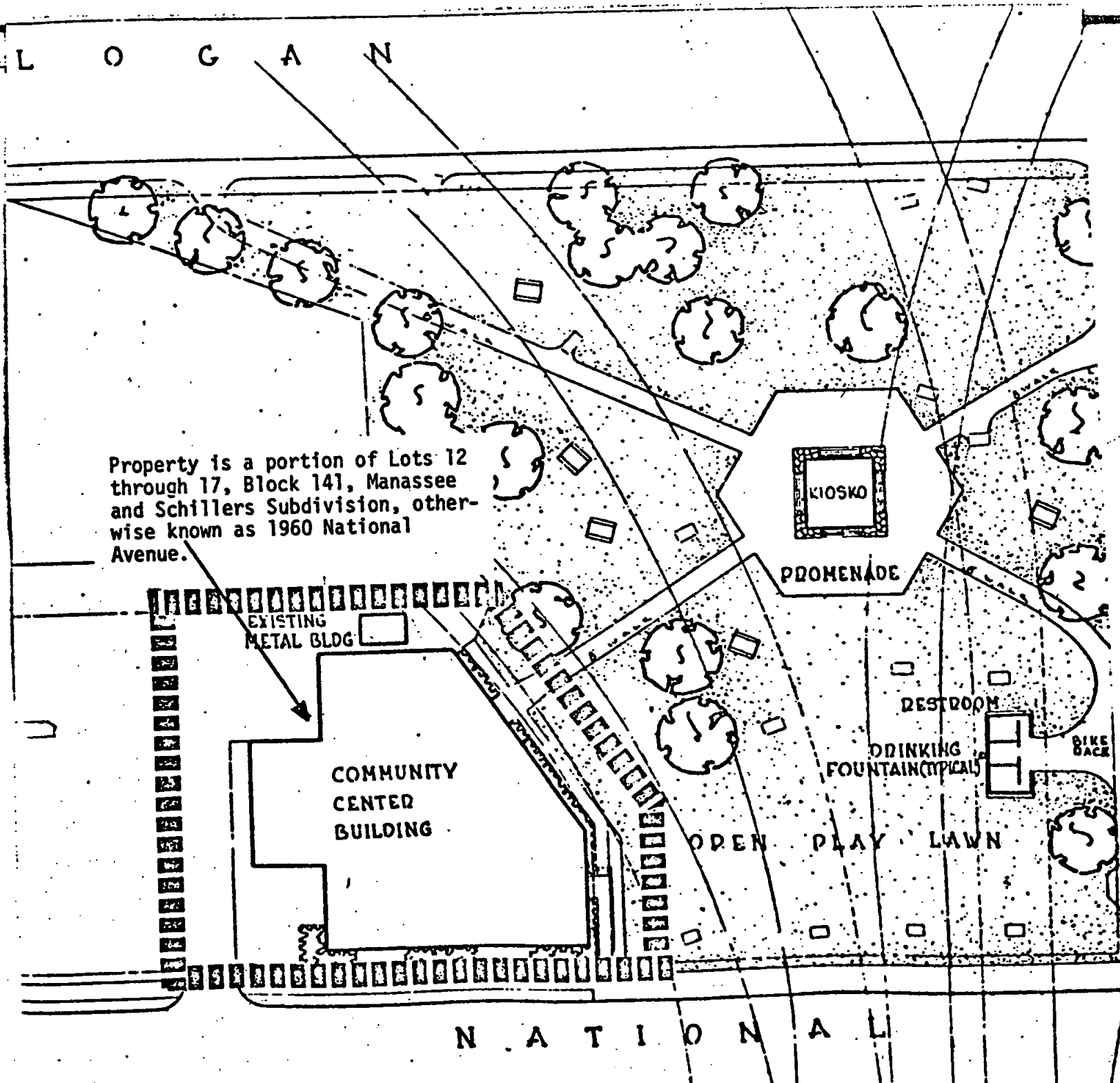
RESTROOM

DRINKING FOUNTAIN (TYPICAL)

BIKE RACK

OPEN PLAY LAWN

N A T I O N A L



DUPLICATE

DOCUMENT NO. 762776

FILED FEB 24 1978
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT by and between The City of San Diego, a municipal corporation, herein called "City," and CHICANO FEDERATION, a nonprofit corporation organized and existing under and pursuant to the laws of the State of California, herein called "Organization," is designed to realign the mutual rights and obligations in regard to the operation of a Neighborhood Facility, herein called "Neighborhood Facility."

R E C I T A L S

A. City has entered into a Neighborhood Facilities Grant Contract with the United States of America, acting by and through the Secretary of Housing and Urban Development, providing for Federal financial assistance under Title VII of the Housing and Urban Development Act of 1965 for a project having as its purpose the provision of a Neighborhood Facility.

B. City and Organization entered into an agreement dated December 17, 1971, to provide for the operation of a Neighborhood Facility by Organization for a period of at least twenty (20) years after completion of the facility. A copy of said agreement is on file in the office of the City Clerk as Document No. 738359.

C. City and Organization desire to realign the mutual rights and obligations in regard to the operation of the

Neighborhood Facility and both parties are ready, willing, and able to perform their respective obligations as set forth herein.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and Organization agree as follows:

1. That Part I, Section 3, is hereby amended to read as follow:

3. ASSISTANCE BY CITY. City shall provide the following assistance:

- a. Maintenance of landscaping and grounds of Neighborhood Facility site.
- b. Exterior and structural maintenance of Neighborhood Facility.
- c. Payment of gas, electricity, water and sewer costs in the operation of Facility.
- d. Maintenance and repair of all plumbing, electrical, heating, and air handling systems (including air conditioning where applicable) to insure good working condition of said systems. This does not include replacement of burned-out light bulbs and routine maintenance of plumbing fixtures for such items as leaky faucets and stopped drains.

2. That Part I, Section 4, is hereby amended to read as follows:

4. SPECIAL CONDITIONS.

a. Organization shall assume administrative and financial responsibility for operation of Neighborhood Facility.

b. Organization shall provide for the interior maintenance of the building excluding major structural repairs and the routine maintenance of the plumbing, electrical, heating and air handling systems. Organization shall replace burned-out light bulbs, clear drain stoppage and repair leaky faucets.

c. Organization shall assume responsibility for repairs and expenses in the event of vandalism to the Facility.

d. The Chicano Federation Board of Directors shall act as the Bay Bridge Community Center Advisory Board and shall provide policy direction for the operation of the Neighborhood Facility.

e. Organization shall annually submit a proposed program of activities approved by the Bay Bridge Community Center Advisory Board to the City Manager for his review and approval to determine if said program is consistent with permitted use of Neighborhood Facility.

f. In the event that Organization is unable to meet its responsibilities for operation of Neighborhood Facility under this Agreement, City shall assume this responsibility or shall contract with another nonprofit corporation to assume this responsibility for the remaining term of this Agreement.

3. That the second sentence in Part II, Section 1(c), of said agreement is hereby amended to read as follows:

Organization will not, on the basis of race, sex, creed, age, color, national origin or handicapped status, deny to any person the use, benefits or services provided by Neighborhood Facility, nor provide any use, services or benefits to a person which are different or are provided in a different manner from those provided to others under the same program or activity.

4. That the fourth sentence of Part II, Section 1(c) of said agreement is hereby amended to read as follows:

Organization further agrees that it will not enter into any lease or other agreement respecting Neighborhood Facility without incorporating into such lease or agreement provisions which will insure that the use and occupancy, and the provision of neighborhood services and other benefits, will be available without regard to race, creed, age, color, national origin or handicapped status.

5. That this amendment shall affect only those paragraphs referred to above and all other terms and conditions of the above-mentioned agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 220215, authorizing such execution, and by Organization.

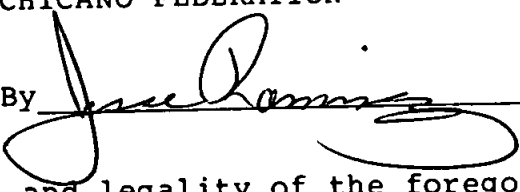
Dated this _____ day of FEB 1 1978.

THE CITY OF SAN DIEGO

By 

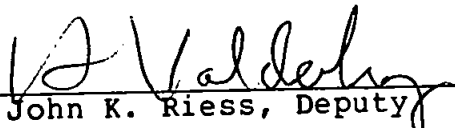
ASSISTANT TO THE City Manager

CHICANO FEDERATION

By 

I HEREBY APPROVE the form and legality of the foregoing agreement this 21 day of Feb, 1978.

JOHN W. WITT, City Attorney

By 

for John K. Riess, Deputy

RESOLUTION No. 220215 (R. 78-1100)

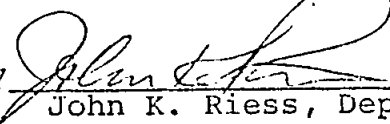
Adopted on FEB 1 1978

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

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, first amendments to agreements with three community agencies operating Neighborhood Facilities for the purpose of redefining the mutual rights and obligations set forth therein; said first amendments to agreements are on file in the office of the City Clerk as follows:

<u>Agency</u>	<u>Document No.</u>
NEIGHBORHOOD HOUSE ASSOCIATION	<u>762595</u>
CHICANO FEDERATION	<u>762596</u>
METROPOLITAN AREA ADVISORY COMMITTEE (MAAC)	<u>762597</u>

APPROVED: JOHN W. WITT, City Attorney

By 
John K. Riess, Deputy

JKR:lc:
12/12/77
Or.Dept.:H&CS

Passed and adopted by the Council of The City of San Diego
on February 1, 1978, by the following vote:

YEAS: Mitchell, O'Connor, Schnaubelt, Gade, Stirling, Haro.

NAYS: None.

ABSENT: Lowery, Williams, Wilson.

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By ALLYN D. NEVITT, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 220215,
passed and adopted by the Council of The City of San Diego,
California, on February 1, 1978.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By *Allyn D. Nevitt*, Deputy.

RESOLUTION No. R- 253533 (R-81-1307)
FEB 2 1981

Adopted on _____

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

That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a Lease Agreement with SAN DIEGO COMMUNITY COLLEGE DISTRICT, providing for the District's use of the City-owned building at 1960 National Avenue, under the revised terms and conditions set forth in that Lease Agreement on file in the office of the City Clerk as Document No. RR- 253533.

BE IT FURTHER RESOLVED, that Resolution No. 253337, adopted December 16, 1980, is hereby rescinded.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:ps:731
1/19/81
Or.Dept. Prop/Econ.Dev.

Passed and adopted by the Council of The City of San Diego
on FEB 2 1981, by the following vote:

YEAS: Mitchell, Cleator, Golding, Williams, Schnaubelt, Gotch, Murphy,
Killea.

NAYS: None.

NOT PRESENT: Mayor Wilson.

AUTHENTICATED BY:

PETE WILSON
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By MAYDELL L. PONTECORVO, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. R- 253533
passed and adopted by the Council of The City of San Diego,
California, on FEB 2 1981.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By Maydell L. Pontecorvo, Deputy.

AGREEMENT FOR COOPERATION BETWEEN
REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO
AND THE SAN DIEGO COMMUNITY COLLEGE DISTRICT
(BARRIO LOGAN REDEVELOPMENT PROJECT)

DUPLICATE ORIGINAL

1. PARTIES AND DATE

1.1 This Agreement entered into in the City of San Diego, County of San Diego, State of California, this 27th day of May 1992, between the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body, corporate and politic ("Agency"), having its principal place of business located at 202 C Street, San Diego, California 92101, and the SAN DIEGO COMMUNITY COLLEGE DISTRICT, a public body ("District"), having its principal place of business located at 3375 Camino del Rio South, San Diego, California 92108.

2. RECITALS

2.1 Agency is presently undertaking a program under the California Community Redevelopment Law (Health & Safety Code Sections 33000, et seq.) for the redevelopment, replanning and redesign of certain blighted areas within the City of San Diego with stagnant, improperly utilized and unproductive land ("Project Area") known as the Barrio Logan Redevelopment Project ("Project"), and requiring redevelopment in the interest of the health, safety and general welfare of the people of the City of San Diego. The Project was created by Ordinance No. 17644 of the City Council of the City of San Diego, California, adopted on May 20, 1991. The Project area is described in the redevelopment plan for the Project ("Redevelopment Plan").

2.2 District is an affected taxing entity which provides educational services and operates and maintains public community college and continuing education facilities which are of primary benefit to Agency's Project Area. District had

DOCUMENT NO. 1918
FILED MAY 28 1992 R2091
OFFICE OF THE REDEVELOPMENT AGENCY
SAN DIEGO, CALIF.

general purpose property taxes levied on its behalf by the County of San Diego on all or any portion of the property located in the proposed Project Area in fiscal year 1989-90.

2.3 The California Community Redevelopment Law authorizes redevelopment agencies to: (1) pay to any taxing agency with territory located within a project area other than the community which has adopted the project, any amounts of money which in the Agency's determination are appropriate to alleviate any financial burden or detriment caused to any taxing agency by a redevelopment project, and (2) expend monies to cure blight, including building and improving public community college and continuing education facilities.

2.4 Agency and District have previously submitted to each other their data and findings regarding the Project's possible future financial impacts and Agency has determined that the Project could cause financial burden or detriment as defined by Section 33032 to District.

2.5 Agency and District wish to enter into an agreement between themselves to provide mutual aid and assistance in the redevelopment of the Project Area, and to provide for the payment of money to District for the installation, construction, reconstruction, rehabilitation, provision of equipment and apparatus, and maintenance of public community college and continuing education facilities in order to facilitate redevelopment within the City of San Diego and to further provide for the cooperation of Agency and District in carrying out redevelopment activities and otherwise alleviate financial burden or detriment caused to District by the Project.

2.6 Agency and District recognize the need to provide adequate public community college and continuing education facilities within the Project Area and have determined that such facilities are of primary benefit to the Project and the area in which the project is located.

2.7 Agency has found and determined that it would be appropriate to alleviate financial burden or detriment caused to District by the Project by paying to District money to be used for the installation, construction, reconstruction, rehabilitation, provision of equipment and apparatus, and maintenance of public community college and continuing education facilities which are located within the Project Area and by otherwise assisting in the financing of District's facilities which may be required by Agency's Project.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto agree as follows:

3. HARBOR VIEW FACILITY

3.1 Agency hereby agrees to recommend to the City that it immediately enter into a lease extension with District for the Harbor View facility, 1960 National Avenue. Such a recommendation shall include a provision that the lease term extend to and through December 31, 2031.

3.2 Good Faith Negotiations

Agency and District agree for the period set forth below to negotiate diligently and in good faith to prepare and enter into a Disposition and Development

Agreement between Agency and District with respect to that area in the Project Area which is designated as the "Pad" on the Site Map attached hereto and incorporated herein as Exhibit A.

Agency and District agree to negotiate for a period ending ninety (90) days before the scheduled conveyance date of the Mercado del Barrio retail center site to the developer thereof; but not later than May 18, 1996 (the "negotiation period"). During the negotiation period, Agency and District shall: (1) attempt to prepare a mutually acceptable proposed Disposition and Development Agreement, (2) determine whether each desires to enter into such a Disposition and Development Agreement, (3) take the actions necessary to authorize Agency and District, respectively, to sign the Disposition and Development Agreement if each desires to do so, and (4) sign the Disposition and Development Agreement.

If Agency and District have not signed the Disposition and Development Agreement by the end of the negotiation period, then this Article 3 (except Section 3.1) shall automatically terminate, and Agency and Developer shall have no further rights, obligations or liabilities as to the other under this Article 3, but the remainder of this Agreement shall remain in full force and effect.

The above notwithstanding, should Agency be unable to convey the pad to District due to the Mercado project site not being conveyed to the developer during the negotiation period, Agency and District may negotiate at that time or in the future a similar arrangement on this or another site within the Project Area to provide a similar facility as contemplated herein.

3.3 Essential Terms and Conditions

The essential terms and conditions of any such Disposition and Development Agreement entered into between Agency and District shall be in conformity with the following requirements:

1. Agency would convey the Pad to District, at no purchase price to District, for the development thereon, by District, at its cost and expense, of a building suitable for and to be used for District educational and training facilities and space for community cultural activities as provided for under District's adopted guidelines for Civic Center use.
2. The design of the facade of the building and its surrounding landscaping shall be compatible with the Mercado del Barrio retail center subject to joint approval by Agency and District.
3. The building shall contain at least 20,000 square feet, up to as much as 30,000 square feet of gross floor area. District shall design the ground floor to accommodate a display area of not less than 1,000 square feet (including but not limited to the Rathskeller artifacts from the Aztec Brewery) and areas which may be utilized as a cultural center under District's adopted guidelines (dated August 14, 1980) for civic center use. Design shall be subject to joint approval by District and Agency.
4. The Pad shall be located substantially as shown on the site plan prepared by SGP&A and dated March 25, 1991, and attached as Exhibit A herein, or as mutually agreed by District and Agency.
5. The building shall not exceed 3 stories, or 40 feet, in height, whichever is less.

6. District and Agency agree that parking spaces for the building will be developed in the space south of National Avenue and under the Coronado Bay Bridge. In addition, District will continue to provide the existing spaces adjacent to the Harbor View facility, subject to continued lease agreement with CalTrans.

7. District will pay a reasonable and pro rata share of site clearance and grading costs (as compared to the Mercado del Barrio retail center site as a whole) associated with preparing the Pad for conveyance.

8. The Pad would be conveyed to District at the same time as the Mercado del Barrio retail center site is conveyed or leased to the developer thereof.

9. Agency shall cooperate with City to convey the site of the existing Harbor View facility (approximately 15,682^{sq} square feet of land located at 1960 National Avenue) to District at the completion of the new facility on the Pad identified in Section 3.2 of this Agreement, or another site agreed to by District and Agency. District would agree to use the existing facility for education and training and provide off-site improvements consisting of a pedestrian crosswalk across National Avenue connecting the two facilities, appropriate signage, and improve the building as necessary to carry out District's mission, at no expense to Agency. Agency may, but is not required to, participate financially in off-site improvements.

10. District would pay a pro rata share of common area costs (e.g., maintenance, security, etc.) on the Mercado del Barrio retail center site, or, as an alternative, provide its own maintenance and security for the facility to be developed, its landscaping and its access.

11. District shall make meeting rooms spaces within the building on the Pad available to those persons and organizations who may request their use on the basis of District's adopted guidelines for civic center use.

4. FINANCIAL TERMS

4.1 Payments to District

Agency agrees to pay to District each fiscal year, commencing in fiscal year 1992-93 and continuing until Agency's right to receive property tax revenues is terminated or expires, an amount equal to the following percentages of the "Property Tax Revenues," as that term is hereinafter defined, which are allocated and paid to Agency for the applicable fiscal year from the Project Area pursuant to subdivision (b) of Section 33670 of the California Community Redevelopment Law:

	<u>Percentage of Property Tax Revenues</u>
(1) Beginning in fiscal year 1992-93	0.10%
(2) Beginning in fiscal year <u>after</u> annual Property Tax Revenues allocated and paid to Agency equal \$164,000	0.75%
(3) Beginning in fiscal year <u>after</u> annual Property Tax Revenues allocated and paid to Agency equal \$1,036,000	1.65%
(4) Beginning in fiscal year <u>after</u> annual Property Tax Revenues allocated and paid to Agency equal \$6,547,000	1.78%

As used in this Agreement, the term "Property Tax Revenues" shall only include ad valorem property taxes allocated and paid to Agency pursuant to Article XVI, Section 16 of the California Constitution and Sections 33670, et seq., of California Community Redevelopment Law attributable to: (1) the base 1% tax rate, levied for District upon taxable property located within that portion of District which is included in the Project Area; (2) identifiable California State legislative

supplements to or substitutes for such ad valorem property taxes; (3) any bond override tax rates for bonds issued as of the date hereof from which Agency derives a share of taxes; and (4) future increases in the base (1%) tax rate, if and when permitted by law, from which Agency derives a share of taxes. Property Tax Revenues include the gross amounts allocated and paid to Agency, without reduction for any amounts which Agency is required to set aside and use for housing for persons and families of low and moderate income under Section 33334.2 of the California Community Redevelopment Law.

By way of example only, the calculation of the amount to be paid to District in a fiscal year would be as follows:

<u>Fiscal Year</u>	<u>Property Tax Revenues from Project Area</u>	<u>Percentage to be Paid to District</u>	<u>Amount to be Paid to District</u>
1992-93	\$ 31,000	0.10%	\$ 31
1993-94	164,500	0.10%	164
1994-95	332,000	0.75%	2,490
0			
0			
1997-98	930,800	0.75%	6,981
1998-99	1,100,000	0.75%	8,250
1999-2000	1,200,000	1.65%	19,800
0			
0			
2013-14	5,800,000	1.65%	95,700
2014-15	6,600,000	1.65%	108,900
2015-16	7,300,000	1.78%	129,940
2016-17	7,900,000	1.78%	140,620

4.2 Administration through Agency Fund

On or before the date for payment of the first monies to District under Section 4.1 of this Agreement, Agency shall establish a trust fund to be called the SDCCD Barrio Logan Capital Facilities Fund (the "Fund") in the accounts of Agency and

designated for the exclusive benefit of District. Within sixty (60) days after Agency receives its final installment of Property Tax Revenues from the County of San Diego Auditor-Controller for each fiscal year, Agency shall deposit in the Fund the amount determined pursuant to Section 4.1. Any interest earned on the monies prior to such deposit shall be the property of Agency.

The fund shall be administered by the Treasurer of Agency, or his or her designee. The monies in the Fund shall be invested, and interest allocated to the Fund, as customary for other funds of Agency. All interest accrued on monies in the Fund shall be added to the Fund and used for the same purposes as the principal. The cost of administering the Fund may be charged quarterly to the Fund, by the administrator of the Fund, at an initial rate of twenty (20) basis points on the average daily balance.

Concurrently with the deposit of monies in the Fund each fiscal year, Agency shall provide District with an interim unaudited statement indicating the amount of deposits, withdrawals, interest earned, and balances, and the amount of property tax revenues allocated and paid to Agency for the preceding fiscal year and how the amount deposited into the fund for that fiscal year was determined.

Agency shall also provide District within six (6) months after the end of each fiscal year, an audited financial report of Agency which will indicate the status of monies in the fund.

The monies from the Fund shall be paid to District from time to time upon the written request of District with at least fifteen (15) day's notice, which may

be reasonably modified from time to time as required by the administrator of the Fund (made not more often than two (2) times each fiscal year) for the purposes referred to in Section 4.4 of this Agreement.

District shall provide to Agency within sixty (60) days after the end of each fiscal year, a report describing the expenditures made, and the projects for which they were made, by District from monies paid to District from the Fund during the preceding fiscal year.

4.3 Administration through District Fund

District may, at any time, and as a substitute for the procedure set forth in Section 4.2 above, establish a trust fund in its own accounts to be called the District Barrio Logan Capital Facilities Fund (the "District Fund"), and request in writing that Agency transfer the outstanding balance of the Fund to the District Fund. Upon receipt of such request, Agency shall make such transfer. Thereafter, within sixty (60) days after Agency receives its final installment of Property Tax Revenues from the County of San Diego Auditor-Controller for each fiscal year, Agency shall pay to District for deposit in the District Fund the amount determined pursuant to Section 4.1 of this Agreement. Any interest earned on the monies prior to such payment to District shall be the property of Agency. Concurrently with such payment, Agency shall provide District with a financial report showing the amount of Property Tax Revenues allocated and paid to Agency for the preceding fiscal year and how the amount paid to District for that fiscal year was determined.

The District Fund shall be administered by the responsible financial officers of District. The monies in the District Fund shall be invested, and

interest allocated to the District Fund, as customary for funds of District. All interest accrued on monies in the District Fund shall be added to the District Fund and used for the same purposes as the principal.

District shall provide to Agency within sixty (60) days after the end of each fiscal year, a report describing the expenditures made, and the projects for which they were made, by District from monies in the District Fund during the preceding fiscal year.

4.4 Use of Funds

Monies paid to District under the terms and conditions of this Agreement shall be used to pay all or part of the cost of the installation, construction, reconstruction, rehabilitation of, and provision of equipment and apparatus for public community college and continuing education facilities located within the Project Area.

4.5 Cooperation in Financing

Agency and District agree to reasonably cooperate with each other to formulate and implement financing devices as appropriate to further the effective use of the monies to be made available under this Agreement for the purposes contemplated, including the possible use of cooperative bond issues, joint powers authorities, and similar measures, but with ultimate discretion as to the use of such devices to rest with each entity.

To the extent that District is reasonably unable to fund certificates of participation in the market place in reliance on the payments to District herein to

finance public community college and continuing education facilities located within the project area or serving, among others, the students of the project area, Agency shall, in good faith and if reasonably possible, cooperate with District and, as a part of any subsequent sale of bonds by Agency, include such facilities of District, to be financed with payments to District hereunder, in a cooperative bond issue.

4.6 Subordination

The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing or future bonds (other than if the City of San Diego or a public entity in which the City is a party is the holder of the indebtedness), notes or other instruments of indebtedness (all referred to herein as "indebtedness") of Agency incurred or issued to finance the Project, including without limitation any pledge of tax increment revenues from the Project Area to pay any portion of the principal and/or interest (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Project. Agency shall in good faith diligently attempt to market such bond or bonds or incur such indebtedness in a manner such that sufficient tax increment revenues remain available to pay Agency's obligations under this agreement, after the priority pledge of tax increment revenues to the holders of the indebtedness. When Agency is contemplating the sale of bonds, Agency will provide District with a copy of its preliminary official statement which is the basis of its bond issue, as soon as the preliminary official statement is available to Agency, together with an explanation of how Agency intends to meet its obligation under this Agreement. In the event Agency is unable to meet its obligation under this agreement, such monies due to District shall be considered an indebtedness of Agency to District and shall accrue and be due and owing until such obligation is fulfilled by Agency. In such

event, the obligation of Agency shall accrue interest until payment is made (but not if the cause of the inability to pay is beyond agency's control such as an earthquake or other major damage or destruction in the Project Area, a serious economic decline, a change in law which materially reduces Agency's tax increment revenues, or similar occurrence) computed quarterly at the pooled money investment rate of the County of San Diego as published in the quarterly earnings Report or a comparable successor publication. Until such accrued amounts are paid, with interest as applicable, such indebtedness to District shall be paid from the first available tax increment revenues not used by Agency for such priority indebtedness, and not used by Agency to administer the Project in a manner comparable to its then recent experience, pro rata to District and any other taxing agencies with whom Agency is obligated under a similar agreement with respect to the Project.

4.7 Limitation on Payments

Agency shall only be required to calculate the amounts set forth in Section 4.1 of this Agreement on the basis of taxes, and pay such amounts from taxes, which are actually collected, allocated to and received by Agency for the applicable fiscal year.

Subject also to the additional restrictions set forth in Section 4.1 of this Agreement, and as provided in subdivision (b) of Section 33401 of the California Community Redevelopment Law, Agency's obligation to make payments to District under this Agreement shall be limited in any fiscal year to the amount of taxes paid to Agency which would have been paid to District but for the existence of the Project.

4.8 Indebtedness

The obligations of Agency under this Agreement shall constitute an indebtedness of Agency for the purposes of carrying out the Project, which indebtedness shall be payable only out of taxes levied by or for the benefit of

taxing agencies in the Project Area, and allocated to Agency pursuant to Section 33670, et seq., of the California Community Redevelopment Law, but not later than May 20, 2051.

4.9 Rescission of Section 33676

On or before execution of this Agreement by Agency, District shall rescind any resolution adopted by District pursuant to subdivisions (a) and (b) of Section 33676 of the California Community Redevelopment Law, as an election to receive any portion of the tax revenues which would otherwise be allocated to Agency pursuant to subdivision (b) of Section 33670 of the California community redevelopment law. District shall concurrently give notice of such rescission of the City Council of the City of San Diego, Agency and the official for the County of San Diego, Agency and the official for the County of San Diego responsible for levying and collection of taxes. In any event, this Agreement shall render any such election, prior or future, by District, or any right to receive tax revenues under subdivision (a) of Section 33676, null and void.

4.10 Financial Burden or Detriment

District hereby acknowledges and agrees that, taking into account this Agreement among other things, the project will not cause significant financial burden or detriment on district.

4.11 Dismissal of Pending Suit; Limitation on Future Legal Actions

By this Agreement, the parties intend to resolve any differences with respect to the Redevelopment Plan, and the District agrees to forbear suit or other action challenging the validity of the Redevelopment Plan, the Project Area Environmental Impact Report in relation to the Redevelopment Project, or any related matters. Without limiting the foregoing, District agrees, on or before May 28, 1992,

to dismiss with prejudice its Case No. 638733 regarding the Project and to forego and withdraw to the extent an action by District is necessary to do so from any other pending actions regarding the Project. Further, District agrees that it will file no further lawsuits nor be a party of any lawsuit with respect to the Barrio Logan Redevelopment Project, unless such lawsuit is for performance under this Agreement.

5. General Terms and Conditions

5.1 Legal Changes and/or Limitations

Agency shall not be responsible for making payments under this Agreement to the extent that any future constitutional, legislative or judicial amendment, act, ruling or decision renders the payments, or any portion thereof, required by this Agreement illegal or beyond the legal authority of agency.

5.2 Representation of Understanding of Agreement

District and Agency represent and warrant that in agreeing to the terms of this Agreement they have read the Agreement, have had the Agreement explained to them by District's and Agency's counsel, are aware of the content and legal effect of this Agreement, are acting on the advice of District's and Agency's counsel and are not relying on any representation made by District, Agency or City or any of the employees, agents, representatives or attorneys of District, Agency of City, or any of them, except as expressly set forth in this Agreement.

5.3 Legal Fees

In the event either party to this Agreement is required to institute litigation to enforce its legal rights arising out of this Agreement, the prevailing party in such action shall be entitled, in addition to its other relief, to recover reasonable attorney's fees and court costs therefor.

5.4 Entire Agreement, Amendments

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them. This Agreement shall not be modified except by written agreement of the parties.

5.5 Termination of Agreement

Nothing in this Agreement shall be deemed to limit the City's or Agency's right to terminate the Project earlier than the date set forth in the Redevelopment Plan. Effective upon the termination of the Project, Agency's obligation to make payments to the Fund shall cease. Any monies remaining in the Fund on the effective date of termination of the Project shall continue to be available for disbursement for the purposes specified in this Agreement for a period of five (5) years following the termination of the Project. Any monies remaining in the Fund on the fifth (5th) anniversary of the termination of the Project shall be returned to Agency as its property and for its own use without regard to whether any project for which the funds are being used is complete and/or whether all monies in the Fund committed to that project have been disbursed.

5.6 Time for Acceptance of Agreement by Agency; Effective Date

This Agreement, when executed by District and delivered to Agency, must be authorized, executed and delivered by Agency on or before May 28, 1992, or the signed Agreement may be withdrawn by District upon delivery of notice in writing to Agency.

The effective date of this Agreement shall be the date when the Agreement shall have been signed by Agency; provided, however that this Agreement shall automatically terminate if the Redevelopment Plan adopted by Ordinance No. 17644 of the City Council of the City of San Diego is invalidated by any legal proceedings or rescinded or terminated by the City Council and/or Agency in connection therewith.

This Agreement shall be executed in seven (7) duplicate originals, each of which is deemed to be an original. This Agreement includes seventeen (17) pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth opposite their signatures.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

Dated: 5/27/92

By: G. P. [Signature]

ATTEST:

By: Lori Correll
Recording Secretary

Approved in public meeting of the Board
of Trustees of the San Diego Community
College District on 5/27/92

By: Lori Correll
LORI CORRELL
Recording Secretary

APPROVED AS TO FORM
AND LEGALITY:

Thomas D. Brinley
Brinley and Schott

REDEVELOPMENT AGENCY OF THE
CITY OF SAN DIEGO

Dated: 5/26/92

By: [Signature]

APPROVED:

JOHN W. WITT, Agency General Counsel

By: [Signature]

APPROVED:

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: Bruce D. Ballmer

CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

July 30, 1986

File: Leases - San Diego Community
College 5509RS/001

Damon Schamu, P. E.
Director, Facilities and Equipment Services
The San Diego Community College District
3375 Camino del Rio South
San Diego, CA 92108

Dear Mr. Schamu:

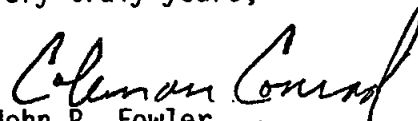
Re: 1960 National Avenue

Your letter regarding exercising your option to extend your lease at 1960 National Avenue has been received. The City of San Diego concurs with your request.

Per Paragraph II.B. of our lease dated February 2, 1981, this lease will be extended until February 2, 1993. All of the other terms and conditions of the lease will remain the same.

If you have any questions, please contact C. V. Svensson, Property Agent, at 236-7073.

Very truly yours,

for 
John P. Fowler
Deputy City Manager

JLS:CVS:jw(97-1)

RECEIVED
JUL 30 1986
PROPERTY DIRECTOR

The San Diego Community College District

3375 Camino del Rio South, San Diego, CA 92108 (619) 230-2173



Handwritten signature: J. B. ...
Handwritten initials: GAN

46
584 6500

July 16, 1986

CERTIFIED MAIL--RETURN RECEIPT REQUESTED

Mr. Sylvester Murray
City Manager
City of San Diego
City Administration Building
202 "C" Street, Mail Station 9A
San Diego, California 92101

Attention: Mr. James L. Spotts
Property Director
City of San Diego

Dear Mr. Murray:

In accordance with the provisions in Section II.B. of the lease dated February 2, 1981, for the real property at 1960 National Avenue, this letter constitutes your 180-day advance notice that the San Diego Community College District intends to exercise its option to renew this lease, effective February 2, 1987, for a period of six years.

Sincerely,

Handwritten signature: Damon Schamu

Damon Schamu, P.E.
Director, Facilities and Equipment Services

rkb

cc: Peed
Matthews
Callard
Ramirez

Plant and Equipment Services

Handwritten: Lease SD Comm College
Handwritten: 5509 RS/001

RECEIVED CVS

JUL 17 1986 *Bill*

CITY MANAGER *see what action, if any, we need do*
Thax
dt

RECEIVED

JUL 18 1986

PROPERTY DIRECTOR