

COPY

MAINTENANCE AGREEMENT FOR OLYMPIC TRAINING CENTER
BOATHOUSE INFILTRATION BASIN

This Maintenance Agreement for Boathouse Infiltration Basin is entered into by and between the City of San Diego, a municipal corporation ("CITY") and the San Diego National Sports Training Foundation, a California non-profit corporation ("FOUNDATION") whose mailing address is 1650 Hotel Circle North, Suite 125, San Diego, California 92108.

R E C I T A L S

A. The FOUNDATION intends to construct an Olympic Training Center ("OTC"). As part of the OTC, the FOUNDATION will be constructing a boathouse facility on certain property described and shown on Exhibit B attached hereto ("BOATHOUSE PROPERTY") which it leases from the City of San Diego pursuant to a Lease Agreement on file in the Office of the City Clerk of the City of San Diego on July 6, 1992 as Document No. RR-280287 ("BOATHOUSE LEASE").

B. The BOATHOUSE PROPERTY is adjacent to CITY's Otay Lake. FOUNDATION will be constructing an Infiltration Basin on the BOATHOUSE PROPERTY. The CITY is requiring the FOUNDATION to maintain the Infiltration Basin in accordance with certain standards and procedures.

C. CITY and FOUNDATION desire to enter into this agreement

to provide for the FOUNDATION's maintenance of the Infiltration Basin.

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

1. In accordance with the terms and conditions of this Agreement, FOUNDATION shall maintain, at its sole cost and expense, the Infiltration Basin in accordance with the standards and schedules set forth in Exhibit "A" attached hereto.

2. In the event, the FOUNDATION, or its successors, fail to maintain the Infiltration Basin as provided under this Agreement, CITY shall give notice to FOUNDATION of such failure specifying the nature of such failure and the maintenance requested by CITY. In the event FOUNDATION, or its successors, has not commenced such maintenance as set forth in the notice of CITY within fourteen (14) days, CITY shall have the right to enter the BOATHOUSE PROPERTY and perform such required maintenance and in such case FOUNDATION shall reimburse CITY for its actual costs and expenses in performing such maintenance.

3. The parties acknowledge that the FOUNDATION in the future intends to assign the BOATHOUSE LEASE to the United States Olympic Committee ("USOC") and upon such conveyance USOC shall assume all

obligations of FOUNDATION hereunder. Upon such conveyance and assumption, FOUNDATION shall be fully released by CITY from any and all liability or obligations hereunder.

4. Notices which may be required or permitted under the terms of this Agreement shall be considered given upon receipt from the United States Postal Service of a "Return Receipt" showing acceptance by a representative of the "receiving" party of the notice which was posted "Certified - Return Receipt Requested". Addresses for any such notices shall be as follows until a party gives written notice of a change of address:

If to CITY:

Water Utilities Director
City of San Diego
City Administration Bldg.
Ninth Floor, MS9B
202 "C" Street
San Diego, CA 92101

If to FOUNDATION:

San Diego National Sports Training Foundation
1650 Hotel Circle North, Suite 125
San Diego, CA 92108

5. FOUNDATION agrees to defend, indemnify, protect and hold CITY and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to FOUNDATION's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of FOUNDATION, and its agents, officers or employees, in

performing the work or services under Paragraph 1 of this Agreement, and all expenses of investigating and defending against same; provided, however, that FOUNDATION's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers or employees.

6. General Provisions:

(a) This Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to this Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Agreement shall be vested and binding on their successors in interest.

(b) This Agreement shall be governed by the laws of the State of California.

(c) In the event that suit is instituted to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

(d) No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in

writing and executed by both parties.

(e) If any term, provision or condition of this Agreement shall be found to be invalid or unenforceable, the remaining terms, provisions and conditions shall, nevertheless, remain in full force and effect.

(f) This Agreement contains the entire agreement between the parties on the subject matter hereof.

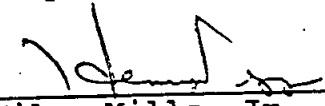
(g) This Agreement shall become effective upon execution by both parties and shall continue so long as the BOATHOUSE LEASE remains in effect.

IN WITNESS WHEREOF, the Agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-283458 authorizing such execution, and by the FOUNDATION.

Dated this 4th day of March, 1994.

CITY:

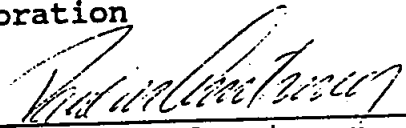
CITY OF SAN DIEGO
a municipal corporation

By: 

Milon Mills, Jr.
Water Utilities Director

FOUNDATION:

SAN DIEGO NATIONAL SPORTS TRAINING
FOUNDATION, a California non-profit
corporation

By: 

David M. Armstrong
Executive Vice President

I hereby approve the form and legality of the foregoing
Agreement this 4th day of March, 1994.

JOHN W. WITT, City Attorney

By: 

Ted Bromfield
Chief Deputy City Attorney



EXHIBIT A

OLYMPIC TRAINING CENTER BOATHOUSE INFILTRATION BASIN MAINTENANCE SCHEDULE*

SCHEDULE	CHECK	MAINTENANCE
Every one month or 72 hours after wet weather	Perforated underdrain for clogging by checking flow from the outlet of the pipe	The pipe should be rodded or snaked to locate and/or remove roots or other debris.
Every two months or after wet weather	Build-up of sediment and debris	Excess sediment should be removed and disposed of in spoil area; regrade to original dimensions and elevation.
Every two months or after wet weather	Excessive ponding of over 72 hours due to loss of soil's ability to allow percolation of the water into the lower layers of the filter soil	Remove upper two inches of accumulated sediment and replace with suitable new soil to the original elevation.
Every two months	Spoil area for material removed from infiltration basin	Designate onsite area to be reviewed and approved by City of San Diego, to stockpile the sediment and debris which could be used for landscaping (if suitable) or to be eventually landfilled; stockpile material away from drainage areas and concentrated drainage.
Every two months or after wet weather	Performance of the lateral pipe's outlet for scour and stability of grass crete pad	Repair/replace, if necessary.
Every month Bi-weekly during rainy season	Vegetation growth	Mow and maintain on a bi-weekly basis during rainy period and within six weeks of the last rain. Thereafter, mow once a month (weather permitting).
Every four months	Mechanical function of flap valve	Clear debris and foreign objects.
Every November	Flap valve movement	Lubricate flap valve hinges.

Rick Engineering Job No. 10839-Q
February 24, 1993
Revised September 20, 1993

* If the maintenance program is not performed as stated or to the satisfaction of the City of San Diego, then the City shall have the right to give the San Diego National Sports Training Foundation (NSTF), a two week notice of the violation and perform the work at NSTF's expense.



UNITED STATES DEPARTMENT OF JUSTICE
 FEDERAL BUREAU OF INVESTIGATION
 WASHINGTON, D. C. 20535
 MAY 19 1964
 MAY 19 1964
 MAY 19 1964



SAN DIEGO
NATIONAL SPORTS FOUNDATION

FOR RENT BY THE MONTH
\$100.00
\$150.00
\$200.00
\$250.00
\$300.00
\$350.00
\$400.00
\$450.00
\$500.00
\$550.00
\$600.00
\$650.00
\$700.00
\$750.00
\$800.00
\$850.00
\$900.00
\$950.00
\$1,000.00
\$1,050.00
\$1,100.00
\$1,150.00
\$1,200.00
\$1,250.00
\$1,300.00
\$1,350.00
\$1,400.00
\$1,450.00
\$1,500.00
\$1,550.00
\$1,600.00
\$1,650.00
\$1,700.00
\$1,750.00
\$1,800.00
\$1,850.00
\$1,900.00
\$1,950.00
\$2,000.00
\$2,050.00
\$2,100.00
\$2,150.00
\$2,200.00
\$2,250.00
\$2,300.00
\$2,350.00
\$2,400.00
\$2,450.00
\$2,500.00
\$2,550.00
\$2,600.00
\$2,650.00
\$2,700.00
\$2,750.00
\$2,800.00
\$2,850.00
\$2,900.00
\$2,950.00
\$3,000.00
\$3,050.00
\$3,100.00
\$3,150.00
\$3,200.00
\$3,250.00
\$3,300.00
\$3,350.00
\$3,400.00
\$3,450.00
\$3,500.00
\$3,550.00
\$3,600.00
\$3,650.00
\$3,700.00
\$3,750.00
\$3,800.00
\$3,850.00
\$3,900.00
\$3,950.00
\$4,000.00
\$4,050.00
\$4,100.00
\$4,150.00
\$4,200.00
\$4,250.00
\$4,300.00
\$4,350.00
\$4,400.00
\$4,450.00
\$4,500.00
\$4,550.00
\$4,600.00
\$4,650.00
\$4,700.00
\$4,750.00
\$4,800.00
\$4,850.00
\$4,900.00
\$4,950.00
\$5,000.00
\$5,050.00
\$5,100.00
\$5,150.00
\$5,200.00
\$5,250.00
\$5,300.00
\$5,350.00
\$5,400.00
\$5,450.00
\$5,500.00
\$5,550.00
\$5,600.00
\$5,650.00
\$5,700.00
\$5,750.00
\$5,800.00
\$5,850.00
\$5,900.00
\$5,950.00
\$6,000.00
\$6,050.00
\$6,100.00
\$6,150.00
\$6,200.00
\$6,250.00
\$6,300.00
\$6,350.00
\$6,400.00
\$6,450.00
\$6,500.00
\$6,550.00
\$6,600.00
\$6,650.00
\$6,700.00
\$6,750.00
\$6,800.00
\$6,850.00
\$6,900.00
\$6,950.00
\$7,000.00
\$7,050.00
\$7,100.00
\$7,150.00
\$7,200.00
\$7,250.00
\$7,300.00
\$7,350.00
\$7,400.00
\$7,450.00
\$7,500.00
\$7,550.00
\$7,600.00
\$7,650.00
\$7,700.00
\$7,750.00
\$7,800.00
\$7,850.00
\$7,900.00
\$7,950.00
\$8,000.00
\$8,050.00
\$8,100.00
\$8,150.00
\$8,200.00
\$8,250.00
\$8,300.00
\$8,350.00
\$8,400.00
\$8,450.00
\$8,500.00
\$8,550.00
\$8,600.00
\$8,650.00
\$8,700.00
\$8,750.00
\$8,800.00
\$8,850.00
\$8,900.00
\$8,950.00
\$9,000.00
\$9,050.00
\$9,100.00
\$9,150.00
\$9,200.00
\$9,250.00
\$9,300.00
\$9,350.00
\$9,400.00
\$9,450.00
\$9,500.00
\$9,550.00
\$9,600.00
\$9,650.00
\$9,700.00
\$9,750.00
\$9,800.00
\$9,850.00
\$9,900.00
\$9,950.00
\$10,000.00
\$10,050.00
\$10,100.00
\$10,150.00
\$10,200.00
\$10,250.00
\$10,300.00
\$10,350.00
\$10,400.00
\$10,450.00
\$10,500.00
\$10,550.00
\$10,600.00
\$10,650.00
\$10,700.00
\$10,750.00
\$10,800.00
\$10,850.00
\$10,900.00
\$10,950.00
\$11,000.00
\$11,050.00
\$11,100.00
\$11,150.00
\$11,200.00
\$11,250.00
\$11,300.00
\$11,350.00
\$11,400.00
\$11,450.00
\$11,500.00
\$11,550.00
\$11,600.00
\$11,650.00
\$11,700.00
\$11,750.00
\$11,800.00
\$11,850.00
\$11,900.00
\$11,950.00
\$12,000.00
\$12,050.00
\$12,100.00
\$12,150.00
\$12,200.00
\$12,250.00
\$12,300.00
\$12,350.00
\$12,400.00
\$12,450.00
\$12,500.00
\$12,550.00
\$12,600.00
\$12,650.00
\$12,700.00
\$12,750.00
\$12,800.00
\$12,850.00
\$12,900.00
\$12,950.00
\$13,000.00
\$13,050.00
\$13,100.00
\$13,150.00
\$13,200.00
\$13,250.00
\$13,300.00
\$13,350.00
\$13,400.00
\$13,450.00
\$13,500.00
\$13,550.00
\$13,600.00
\$13,650.00
\$13,700.00
\$13,750.00
\$13,800.00
\$13,850.00
\$13,900.00
\$13,950.00
\$14,000.00
\$14,050.00
\$14,100.00
\$14,150.00
\$14,200.00
\$14,250.00
\$14,300.00
\$14,350.00
\$14,400.00
\$14,450.00
\$14,500.00
\$14,550.00
\$14,600.00
\$14,650.00
\$14,700.00
\$14,750.00
\$14,800.00
\$14,850.00
\$14,900.00
\$14,950.00
\$15,000.00
\$15,050.00
\$15,100.00
\$15,150.00
\$15,200.00
\$15,250.00
\$15,300.00
\$15,350.00
\$15,400.00
\$15,450.00
\$15,500.00
\$15,550.00
\$15,600.00
\$15,650.00
\$15,700.00
\$15,750.00
\$15,800.00
\$15,850.00
\$15,900.00
\$15,950.00
\$16,000.00
\$16,050.00
\$16,100.00
\$16,150.00
\$16,200.00
\$16,250.00
\$16,300.00
\$16,350.00
\$16,400.00
\$16,450.00
\$16,500.00
\$16,550.00
\$16,600.00
\$16,650.00
\$16,700.00
\$16,750.00
\$16,800.00
\$16,850.00
\$16,900.00
\$16,950.00
\$17,000.00
\$17,050.00
\$17,100.00
\$17,150.00
\$17,200.00
\$17,250.00
\$17,300.00
\$17,350.00
\$17,400.00
\$17,450.00
\$17,500.00
\$17,550.00
\$17,600.00
\$17,650.00
\$17,700.00
\$17,750.00
\$17,800.00
\$17,850.00
\$17,900.00
\$17,950.00
\$18,000.00
\$18,050.00

PT-2 VET ADVICE
 Gaining a new career opportunity is good.
 Gaining an opportunity to go to school.
 For the future is good.
 But, the new opportunity is good.
 (and so on)

[illegible]

GRADING & UTILITIES
PLAN

0.002214566 6 = 1.25

1 10 10 10 2 10 10 10 3 10 10 10 4 10 10 10	1 10 10 2 10 10 3 10 10 4 10 10
10 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10	10 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10

LEASED PREMISES 3.69 ACRES

(R-94-1181)

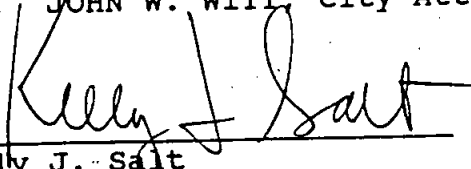
RESOLUTION NUMBER R- 283458

ADOPTED ON MAR 01 1994

BE IT RESOLVED, by the Council of The City of San Diego,
that the City Manager be and is hereby authorized to enter into
an agreement with San Diego Sports Training Foundation, a
California non-profit corporation, to construct and maintain the
Olympic Training Center Boathouse Infiltration Basin, a copy of
which is on file in the office of the City Clerk as Document No.
RR- 283458 .

APPROVED: JOHN W. WITT, City Attorney

By


Kelly J. Salt
Deputy City Attorney

KJS:jrl
02/09/94
Or.Dept:W.Util.
R-94-1811
Form=r-t

Passed and adopted by the Council of The City of San Diego on MAR 01 1994 by the following vote:

YEAS: Mathis, Kehoe, Stevens, Warden, Stallings, McCarty, Vargas,
Mayor Golding.

NAYS: None.

NOT PRESENT: Roberts.

AUTHENTICATED BY:

SUSAN GOLDING
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- 283458, passed and adopted by the Council of The City of San Diego, California
on MAR 01 1994

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

(SEAL)

By: Maydell L. Pontecorvo, Deputy

COPY

THE CITY OF SAN DIEGO

and

SAN DIEGO NATIONAL SPORTS TRAINING FOUNDATION

Lease

DOCUMENT NO. PR-280287
FILED JUL 06 1992
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

COPY

SECTION 1:	USES	1
1.1	<u>Premises</u>	1
1.2	<u>Docks</u>	1
1.3	<u>Water Area</u>	1
1.4	<u>Uses</u>	2
1.5	<u>Priority of Public Use</u>	3
1.6	<u>Related Council Actions</u>	3
1.7	<u>Quiet Possession</u>	3
1.8	<u>Easements and Reservations</u>	3
1.9	<u>Competent Management</u>	4
1.10	<u>Political Activities</u>	4
1.11	<u>Parking</u>	4
1.12	<u>Lake & Shoreline Access</u>	4
1.13	<u>Community Programs</u>	4
SECTION 2:	TERM	4
2.1	<u>Commencement</u>	4
2.2	<u>Holdover</u>	5
2.3	<u>Quitclaim and Surrender of LESSEE'S Interest</u>	5
2.4	<u>Surrender of Premises</u>	5
SECTION 3:	RENT	5
3.1	<u>Time and Place of Payment</u>	5
3.2	<u>Rent</u>	6
3.3	<u>Additional Rent</u>	9
3.4	<u>Delinquent Rent</u>	9
3.5	<u>Inspection of Records</u>	10
SECTION 4:	ASSIGNMENT/ENCUMBRANCE	10
4.1	<u>Time is of Essence; Provisions Binding on Successors</u>	10
4.2	<u>Assignment and Subletting</u>	10
4.3	<u>Encumbrance</u>	11
SECTION 5:	INSURANCE RISKS/SECURITY	12
5.1	<u>Indemnity</u>	12
5.2	<u>Insurance</u>	12
5.3	<u>Waste, Damage, or Destruction</u>	14
SECTION 6:	IMPROVEMENTS/ALTERATIONS/REPAIRS	14
6.1	<u>Acceptance of Premises</u>	14
6.2	<u>Water Levels</u>	14
6.3	<u>Entry and Inspection</u>	15
6.4	<u>Maintenance</u>	15
6.5	<u>Improvements/Alterations</u>	15
6.6	<u>Utilities</u>	16
6.7	<u>Construction Bond</u>	16
6.8	<u>Liens</u>	16
6.9	<u>Taxes</u>	16
6.10	<u>Signs</u>	17
6.11	<u>Ownership of Improvements and Personal Property</u>	17
6.12	<u>Unavoidable Delay</u>	18

6.13	<u>Development Funding Guaranty</u>	18
6.14	<u>Development Plan</u>	18
6.15	<u>Hazardous/Toxic Waste</u>	18
6.16	<u>Failure to Meet Development Schedule</u>	19
SECTION 7:	GENERAL PROVISIONS	20
7.1	<u>Notices</u>	20
7.2	<u>Compliance with Law</u>	20
7.3	<u>CITY Approval</u>	20
7.4	<u>Nondiscrimination</u>	20
7.5	<u>Equal Opportunity</u>	21
7.6	<u>Partial Invalidity</u>	21
7.7	<u>Legal Fees</u>	21
7.8	<u>Number and Gender</u>	21
7.9	<u>Captions</u>	21
7.10	<u>Entire Understanding</u>	21
7.11	<u>CITY Employee Participation Policy</u>	22
7.12	<u>LESSEE Right to Negotiate Renewal</u>	22
7.13	<u>CITY Option to Purchase</u>	22
7.14	<u>Standard of Employees</u>	22
7.15	<u>Relocation Payments</u>	22
7.16	<u>Defaults and Remedies</u>	23
7.17	<u>Eminent Domain</u>	25
7.18	<u>Estoppel Certificates</u>	26
7.19	<u>Construction Limitation, Venue and Jurisdiction</u>	26
7.20	<u>Agreement not a Partnership or Joint Venture</u>	26
7.21	<u>Community Access</u>	26
SECTION 8:	SIGNATURES	27
8.1	<u>Signature Page</u>	27
SECTION 9:	EXHIBITS	28
9.1	<u>Corporate Name</u>	28
9.3	<u>Facilities Management Plan - EXHIBIT "B"</u>	30
9.4	<u>Development Plan - EXHIBIT "C"</u>	31

**CITY OF SAN DIEGO
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and SAN DIEGO NATIONAL SPORTS TRAINING FOUNDATION, a California nonprofit corporation, hereinafter called "LESSEE."

SECTION 1: USES

- 1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
- 1.2 Docks. LESSEE is hereby granted a license and right to maintain docks adjacent to the Premises on the waters of Lower Otay Reservoir in accordance with LESSEE'S Development Plan and as identified in Exhibit A. Said docks will be at such location and of a type and size as approved by the CITY in the Development Plan. Such docks may be installed by LESSEE beginning at the edge of the water of the Reservoir and may extend out into the water of the Reservoir for a distance not to exceed 100 feet. LESSEE and CITY acknowledge that from time to time the level of the water in the Reservoir may vary and the location of the edge of the water will change. Accordingly, CITY agrees that LESSEE may move such docks as the edge of the water may change in order to keep the docks at the edge of the water. Nothing herein shall prevent other members of the public to use areas of the Reservoir adjacent to such docks for other recreational purposes permitted by CITY, including, without limitation, for fishing purposes.
- 1.3 Water Area. LESSEE is also hereby granted a license and right to use the water of Lower Otay Reservoir for boating purposes in accordance with the Facilities Management Plan, a copy of which is attached hereto as Exhibit B. LESSEE shall not monopolize or restrict the public use, of the water area except as follows: (1) during the time the rowing course, as defined in the Facilities Management Plan ("Rowing Course"), is being used by LESSEE, no boats or other users may remain stationary within the boundaries of the Rowing Course; and (2) to the extent which the CITY may approve during LESSEE'S "special events" or "competitions." Ninety (90) days prior to LESSEE being able to use the water area for a "special event" or "competition", LESSEE shall submit a request for such use to the City Manager for City Manager's written approval. After receipt of LESSEE's request, the City Manager shall submit the matter to the City Lakes Committee for its review. Any approval by the City Manager may be made conditional and such conditions may include requiring the LESSEE to pay for any loss of revenue of CITY as a result of closing the waters to other uses because of the special event or competition. CITY shall not allow others to use the water areas of the Reservoir during such times that LESSEE is

permitted to exclusively use the water are in accordance with the specific approvals by the City Manager. Except for special events and competitions approved by City, in no event shall the Rowing Course or LESSEE'S use of the Rowing Course preclude other recreational users of the Lower Otay Reservoir, such as boaters or fishermen, from crossing such Rowing Course. LESSEE'S use of the water area for routine daily practice shall be subject to the Facilities Management Plan. It is the CITY'S intent in this section to allow the reasonable use of the water area by LESSEE, while at the same time protecting the recreational needs of the public. The Facilities Management Plan may be amended or changed from time to time upon agreement of the LESSEE and the City Manager of CITY. The City Manager may, but is not obligated to, obtain approval from the City Council of CITY for any such changes or amendments.

- 1.4 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of construction and operation of a boathouse and related facilities in connection with training and competition events for rowers and kayakers, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

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

LESSEE shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loud speakers or sound or light apparatus that can be heard or seen outside the Premises) to other users of the public recreational facility on which the premises are located, or to owners or occupants of adjacent properties. Notwithstanding the above, LESSEE may use reasonable amplification devices in connection with its rowing activities, provided such devices do not unreasonably interfere with the other users of the Reservoir and LESSEE may use loud speakers and other sound amplification devices as may be authorized by the City Manager in connection with a "special event" or "competition". Additionally, the Premises may be illuminated in accordance with the Development Plan.

LESSEE shall not use the Premises for sleeping, cooking or for the preparation or manufacture of any noxious substances or cause or allow any noises or lighting on the Premises which would constitute a nuisance to owners or occupants of adjacent properties.

Except as may be approved by the City Manager, LESSEE shall not charge the general public access or spectator fees for its "special events" or "competitions" to be viewed from the Premises or any CITY owned Lower Otay Reservoir property."

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

- 1.5 Priority of Public Use. LESSEE acknowledges and accepts that, while the primary purpose of the Lower Otay Reservoir is for water supply, the CITY also conducts a public reservoir recreation program there, including fishing, waterfowl hunting, boating, general public access, and other activities which CITY may authorize. Except during the times and in the areas approved by CITY for LESSEE'S special events and competitions, the public reservoir recreation program shall have priority over LESSEE'S activities. CITY may require LESSEE to cease and desist from any activities which the City Manager determines to be in conflict with the public's use of the reservoir.
- 1.6 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the leased premises.
- 1.7 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.
- 1.8 Easements and Reservations.
 - a. CITY hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
 - b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
 - c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.9 Competent Management. Throughout the term of this Lease Agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a boathouse and related activities in a responsible manner compatible with and in consideration of, the priority of public use of the reservoir for the City's recreational programs.
- 1.10 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1, 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.
- 1.11 Parking. LESSEE'S use of the parking lot, which is part of the leased premises as shown in the Development Plan hereof, shall be exclusive. LESSEE may establish reasonable parking controls to maintain this exclusive use. In no event, however, shall LESSEE's reasonable parking controls in any way impede or restrict public access rights or parking ability on Wueste Road and (except for the immediate driveway area and sufficient space adjacent thereto for safety purposes) shall not establish any form of no parking or restricted zone on Wueste Road.
- 1.12 Lake & Shoreline Access. Consistent with applicable environmental regulations and laws LESSEE shall afford the general public access along the shoreline across the sand pathway to the dock area and across the boathouse access road of the leased premises. LESSEE shall have exclusive use of the boathouse, parking lot and dock areas.
- 1.13 Community Programs. LESSEE and CITY will cooperate to assure that, consistent with the primary purpose of the Olympic Training Center boathouse and course, community rowing and canoe/kayak programs will be developed and implemented at the facilities on Lower Otay Reservoir.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be thirty (30) years commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the

calendar month following the execution of this lease by the City Manager. CITY agrees that beginning with a date not later than 365 days prior to the end of the term, if requested by LESSEE, CITY shall meet and confer with LESSEE and in good faith attempt to negotiate the terms of an extension of the lease.

- 2.2 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.
- 2.3 Quitclaim and Surrender of LESSEE'S Interest. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor.

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

- 2.4 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances, and in a decent, safe and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, the 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.

SECTION 3: RENT

- 3.1 Time and Place of Payment. Rent due under Section 3.2a is due monthly in advance on or before the first day of each calendar month beginning on the first to occur of the following: (a) the date of commencement of construction of improvements on the premises in

accordance with LESSEE'S Development Plan as evidenced by the issuance of a building permit issued to LESSEE; or (b) January 1, 1994. Additional Rent due under Section 3.063 shall be due monthly in advance on or before the first day of each calendar month beginning on the first to occur of the following; (a) January 1, 1996; or (b) the date of actual usage of the water area of Lower Otay Reservoir by LESSEE. All monthly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

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

3.2 Rent.

- a. Rent Amount. The initial rent is \$11,347 annually or \$945.58 per month. Said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI) and in the fair market value of the leased premises as hereinafter provided.
- b. (1) CPI Index Adjustments. At the end of the second year following the effective date of the lease and each year thereafter on anniversary of the effective date, the rent shall be adjusted to reflect increases in the Consumer Price Index (CPI). The Rent at the end of the fifth year following the effective date and at the end of each 5 year period thereafter shall be the higher of the rent calculated pursuant to Section 3.2.c. or the rent as calculated pursuant to the CPI Adjustment under the Section 3.2.b.

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1967, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

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

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

- (2) Index Adjustment Computation. The rent for each rental period following the adjustment, until the next adjustment or other rental determination as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established as follows:

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

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

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

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

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

Example 1

Current Index 121
Base Figure 110 = 1.10 (Adjustment Figure)

Effective Rent x 1.10 = Adjusted Rent

Example 2

Current Index 138
Base Figure 121 = 1.14 (Adjustment Figure)

Effective Rent x 1.14 = Adjusted Rent

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

(3) CPI Cap. Notwithstanding the foregoing, rental increases as determined by the Consumer Price Index shall not exceed five percent (5%) per year.

- c. Market Value Adjustments. In addition to said CPI adjustments, at the end of the fifth year following the effective date of this agreement and at the end of each five-year period thereafter, the rent for the ensuing five years, subject to the aforesaid CPI adjustments, shall be determined by multiplying the capitalization rate of ten percent by the fair market value of the leased premises as of the adjustment date. The fair market value of the leased premises shall be determined by an appraisal made by a professional independent real estate appraiser selected by mutual consent of the parties from the list of appraisers approved by CITY. In the event the parties cannot reach agreement upon selection of a mutually acceptable appraiser, then CITY and LESSEE shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser, which third appraiser will be employed to make the appraisal of the fair market value of the premises and which value will be utilized to determine the adjusted rent previously described herein. In the event that the two selected appraisers fail to mutually select a third appraiser within thirty (30) days, then the third appraiser will be appointed by the presiding judge of the Superior Court of the State of California, County of San Diego, acting in his or her individual capacity, on prompt application by either CITY or LESSEE with notice thereupon to the other party. In the event that the Superior Court judge declines to make the appointment, the parties hereto agree that the third appraiser shall be promptly determined in accordance with the rules of the American

Arbitration Association. Said third appraiser shall complete the assignment within sixty (60) days of appointment. Each party shall pay the cost of its own selected appraiser and both CITY and LESSEE agree to equally share the cost of the mutually selected or court appointed third appraiser. CITY and LESSEE agree to accept and be bound by the valuation determined by the selected or appointed appraiser.

In establishing the fair market value of the premises, the appraiser shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale. In the event the property is designated as open space under applicable City of Chula Vista land use restrictions, the appraiser shall assume the property is zoned for agricultural purposes and permits the uses as specified in this lease. If the premises are not designated open space, the property shall be appraised based on the actual uses permitted by the City of Chula Vista land use restrictions applicable at the time of such appraisal.

The date of value of the appraisal shall be the date of rental adjustment as hereinabove established. In the event the appraisal is not completed in time to permit the adjustment to be made upon the date specified, LESSEE agrees to continue to pay rent in accordance with the then existing lease rates and the adjustment, when determined, will be retroactive to said effective date of rental adjustment. Any deficiency shall be paid by LESSEE to CITY within thirty (30) days after determination of the new rental rate. In no event shall the adjusted rent, as established by periodic appraisals as provided for herein, be less than the rent in existence immediately prior to the adjustment date.

- 3.3 Additional Rent. As additional rent, LESSEE shall pay to CITY an additional annual amount of \$15,000 in monthly installments of \$1,250.00 to compensate CITY for LESSEE'S use of water area of the Lower Otay Reservoir. The parties agree to annually meet and confer to review actual usage of the water area by the LESSEE in determining whether they can agree on any amendment to decrease or increase the additional rent charged as a result of this paragraph. Notwithstanding the above, and in the absence of any agreement to change the amount of additional rent between the parties, such additional rent shall be changed at such time that the boat user fee which is charged by the City to fishermen and other boaters ("Boat User Fee") is changed by CITY in the same proportion which the Boat User Fee is changed.

- 3.4 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)] which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from

rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

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

- 3.5 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

SECTION 4: ASSIGNMENT/ENCUMBRANCE

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this lease and, except as otherwise provided herein, all of the terms, covenants and conditions of this lease shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.
- 4.2 Assignment and Subletting. LESSEE shall not assign this lease, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance provided, however, LESSEE may assign this lease to the United States Olympic Committee without written consent of City, but LESSEE must give City sixty (60) days advance written notice of the impending assignment. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void,

and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of LESSEE, by operation of law, without the written consent of the City Manager.

- 4.3 Encumbrance. Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises in accordance with Section 6.13 hereof entitled Development Plan. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as there is also substantial benefit to the CITY therefrom. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance including, but not limited to, amending the lease to provide then current rents and provisions.

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

Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of CITY. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or condition hereof.

SECTION 5: INSURANCE RISKS/SECURITY

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

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

5.2 Insurance.

- a. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:
 - (1) Public liability and property damage insurance in the amount of not less than THREE MILLION DOLLARS (\$3,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by LESSEE or by authorized representatives of LESSEE on or in connection with the use or operation of the premises.
 - (2) Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on the leasehold in accordance with Section 4.3, Encumbrance hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.
- b. LESSEE'S responsibility to maintain said insurance also includes the following:

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

Notwithstanding the preceding provisions of this Subsection (4), if LESSEE fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare this lease in default

without further notice to LESSEE and CITY shall be entitled to exercise all legal remedies in the event of such default.

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

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenantable by reason of such damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects in the premises.
- 6.2 Water Levels. LESSEE acknowledges that the primary purpose of the Lower Otay Reservoir is for water supply and that CITY will always operate the reservoir based on water supply criteria. CITY will not operate the reservoir for purposes of LESSEE'S Olympic Training Center. CITY has no control over natural rainfall runoff into the reservoir, and CITY shall not be liable for any damage to the leased premises, adjacent property, or any improvements thereon due to flooding. LESSEE further acknowledges that there may be periods of

time when the reservoir contains little or no water and that CITY makes no commitment to maintain a minimum water pool for LESSEE'S use. At CITY'S discretion and without liability to LESSEE, CITY may increase or decrease its capacity for withdrawal of water from the reservoir being more frequently at low levels. In addition, LESSEE acknowledges that the level of the reservoir can fluctuate greatly within short time periods due to rainfall, runoff, treatment plant operations, and other water supply functions, and LESSEE agrees not to hold CITY responsible for any of these conditions.

- 6.3 Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.
- 6.4 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with the Development Plan described in Section 6.13 Development Plan, hereof, and with all applicable laws.
- 6.5 Improvements/Alterations. No new structures, or structural changes shall be constructed on the premises, without prior written approval by the City Manager. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, installations or material change of exterior appearance or color scheme may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld; provided, however, minor alterations not involving structural changes or not costing in excess of TEN THOUSAND DOLLARS (\$10,000) may be made by LESSEE without the consent of CITY. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe,

healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

LESSEE shall not trim or remove any trees growing on the leased premises or adjacent property without prior written approval by the City Manager.

- 6.6 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities will be installed underground.
- 6.7 Construction Bond. Whenever there is any construction to be performed on the premises, LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 100 percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.
- 6.8 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.
- If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:
- a. take all actions necessary to record a valid release of lien, or
 - b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.
- 6.9 Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees, if any, assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory

interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

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

6.11 Ownership of Improvements and Personal Property.

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

operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

- 6.12 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.
- 6.13 Development Funding Guaranty. LESSEE is required to provide acceptable assurance to the City Manager of San Diego that they have sufficient funding to go forward with the construction of the main campus and that such approval be granted prior to any grading or ground disturbance on the leased premises.
- 6.14 Development Plan. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Exhibit "C" or Section 9.4 hereof. The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY.
- 6.15 Hazardous/Toxic Waste. LESSEE will not allow the installation of underground storage tanks or release of hazardous substances in, on, or under or from the premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the City Clerk's Office as City Clerk Document 769704.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such

substances in accordance with all applicable rules and regulations of governmental authorities.

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

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

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE at the CITY'S sole option shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, County, State, or Federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all cost and expense incurred.

- 6.16 Failure to Meet Development Schedule. Should LESSEE fail to complete construction by January 1, 1995, CITY may, at its option, terminate this lease. Notwithstanding the above, in the event commencement of construction or completion of construction of the improvements pursuant to the Development Plan is prevented or delayed or otherwise interfered with by the imposition of a building

moratorium, a judicial action or order, or any legislative action or decision, then in such event the period to complete construction shall be extended beyond January 1, 1995 for the same number of days which commencement of construction or completion of construction is delayed by such action(s).

SECTION 7: GENERAL PROVISIONS

7.1 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE and to CITY as follows:

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

San Diego National Sports Training Foundation
Attention David C. Nielsen, Executive Vice President
1904 Hotel Circle North
San Diego, CA 92108

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

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

- 7.2 **Compliance with Law.** LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
- 7.3 **CITY Approval.** The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
- 7.4 **Nondiscrimination.** LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex or sexual orientation, religious creed, color, ancestry, national origin, age, or physical handicap in LESSEE'S use of the

premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

- 7.5 Equal Opportunity. LESSEE shall comply with the CITY'S Equal Opportunity and Minority and Women Business Enterprise Contracting Programs, approved by the City Council, and filed with the City Clerk as Document RR-262633. LESSEE shall submit a Workforce Analysis Report and a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this agreement.
- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions.

No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements or leases with consultants, vendors or LESSEES shall include a condition that the contract, agreement or lease shall be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE.
- 7.12 LESSEE Right to Negotiate Renewal. Provided LESSEE is not then in default of any provision hereof upon expiration of this agreement, LESSEE shall have the right to negotiate a proposed renewal lease of said premises for a mutually agreeable term upon such conditions and rental as CITY shall then offer. Such right must be exercised by written notice thereof to CITY not less than six (6) months, nor more than twelve (12) months prior to expiration of the lease term. Following such notice and not less than three (3) months prior to said expiration, CITY shall offer LESSEE a renewal lease containing such conditions and rental as CITY is then willing to accept from any other qualified party desiring to lease said premises. In the event such conditions and rental are not accepted by LESSEE, and in the event CITY and LESSEE do not agree as to any other conditions for renewal prior to expiration of this lease, then LESSEE'S right to renew herein shall terminate upon said expiration.
- 7.13 CITY Option to Purchase. Except for an assignment to the United States Olympic Committee, in the event LESSEE desires to dispose of its interest in this lease, together with any of its interest in improvements, trade fixtures and furnishings owned by LESSEE on the leased premises, CITY shall be given the first right to purchase said interest and improvements at a mutually agreeable price. If CITY does not exercise such right to purchase, LESSEE shall not then sell or offer to sell its interest at a lower price without first reoffering to CITY the right to purchase at such lower price.
- 7.14 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 7.15 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.

7.16 Defaults and Remedies.

a. Default. In the event that:

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

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

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

b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after

presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.

- (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and LESSEE or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such costs.

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

- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and

be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

- 7.17 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:
- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
 - b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
 - c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued lease operation, this lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
 - d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
 - f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.
- 7.18 Estoppel Certificates. Each Party, within ten (10) days after noticing the other Party, shall execute and deliver to the other Party, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. Their certificate shall also state the amount of monthly rent and the dates to which the rent has been paid in advance.
- 7.19 Construction Limitation, Venue and Jurisdiction. This Lease shall be construed and enforced in accordance with the laws of the State of California. Any action or proceeding shall be brought in a federal or state court of competent jurisdiction in the State of California, and in no other jurisdiction, and the Parties agree to venue in San Diego County and waive any objections thereto.
- 7.20 Agreement not a Partnership or Joint Venture. This Agreement will not be construed to constitute any form of Partnership or Joint Venture between CITY and LESSEE. The CITY will have no responsibility for any liability of LESSEE as a result of this Agreement.
- 7.21 Community Access. CITY reserves the right to request the LESSEES cooperation in providing a program of community access to facility at some future date.

SECTION 8: SIGNATURES

8.1 Signature Page.

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

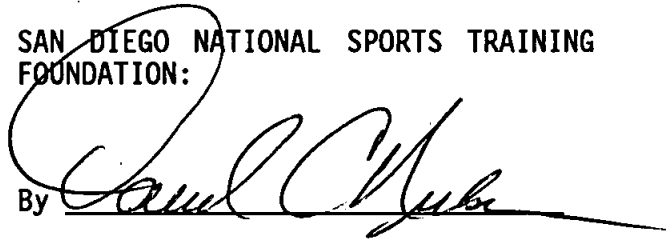
THE CITY OF SAN DIEGO

Date 8/17/92

By 

SAN DIEGO NATIONAL SPORTS TRAINING
FOUNDATION:

Date June 24, 1992

By 

By _____

APPROVED as to form and legality this 17 day of August, 1992.

JOHN W. WITT, City Attorney

By 

Deputy City Attorney

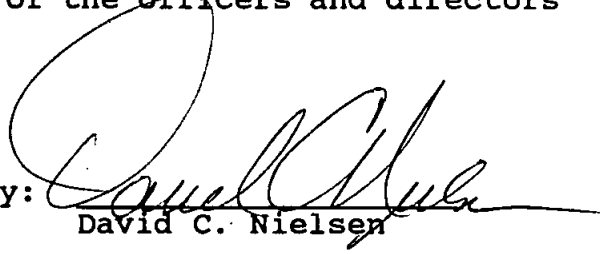
JPA:sb-t(11)
6-22-92

SECTION 9: EXHIBITS

9.1 Corporate Name.

SAN DIEGO NATIONAL SPORTS TRAINING FOUNDATION

I, David C. Nielsen, certify that I am the Executive Vice President of the Corporation named in the attached agreement; that David C. Nielsen, who signed this agreement on behalf of the Corporation was then Executive Vice President of said Corporation; that said agreement was duly signed for and on behalf of said Corporation by authority of its governing body, pursuant to a resolution duly adopted by the Executive Committee of the Board of Directors which has been authorized to take such actions by the Board of Directors and is within the scope of its corporate powers; and that set out below are the names of the officers and directors of said Corporation.

By: 

David C. Nielsen

CORPORATE SEAL

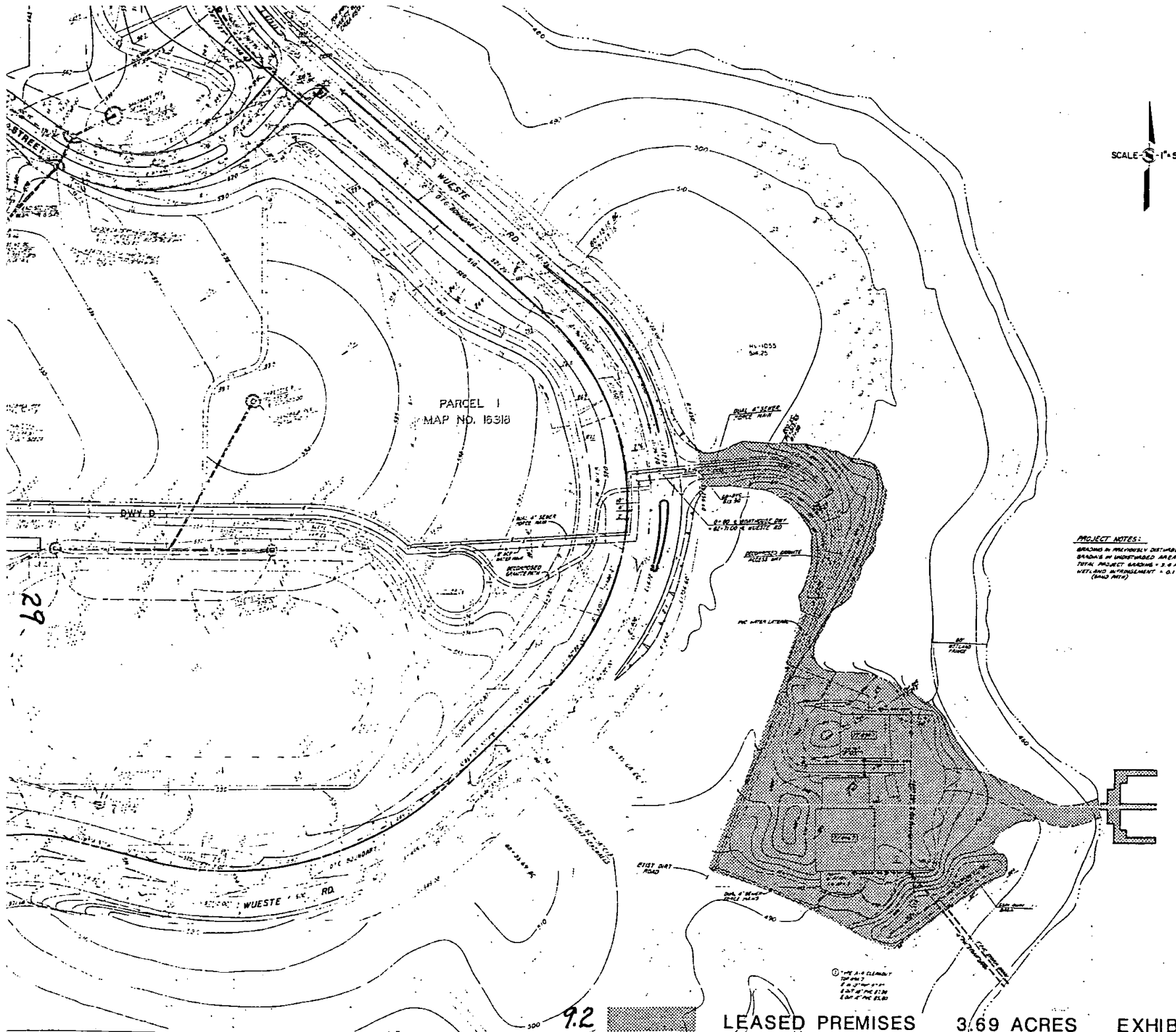
Name Gloria D. McColl, President
Title

Name C. Terry Brown, Vice President
Title

Name Ernest W. Hahn, Vice President
Title

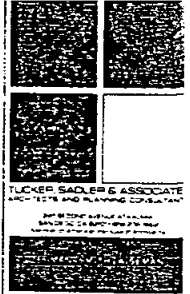
Name J. Stacey Sullivan, Secretary
Title

Name James H. West, Treasurer
Title



SCALE - 1" = 50'

PROJECT NOTES:
 BRIDGING IN PREVIOUSLY DISTURBED AREA - 3.0 AC.
 BRIDGING IN UNDISTURBED AREA - 0.4 AC.
 TOTAL PROJECT BRIDGING - 3.4 AC.
 WETLAND MITIGATION - 0.1 AC.
 (SHAD AREA)



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION

Rock Engineering Company

Approved	Date
Prepared by	Date
CUP APPLICATION	8/92

GRADING & UTILITIES
PLAN

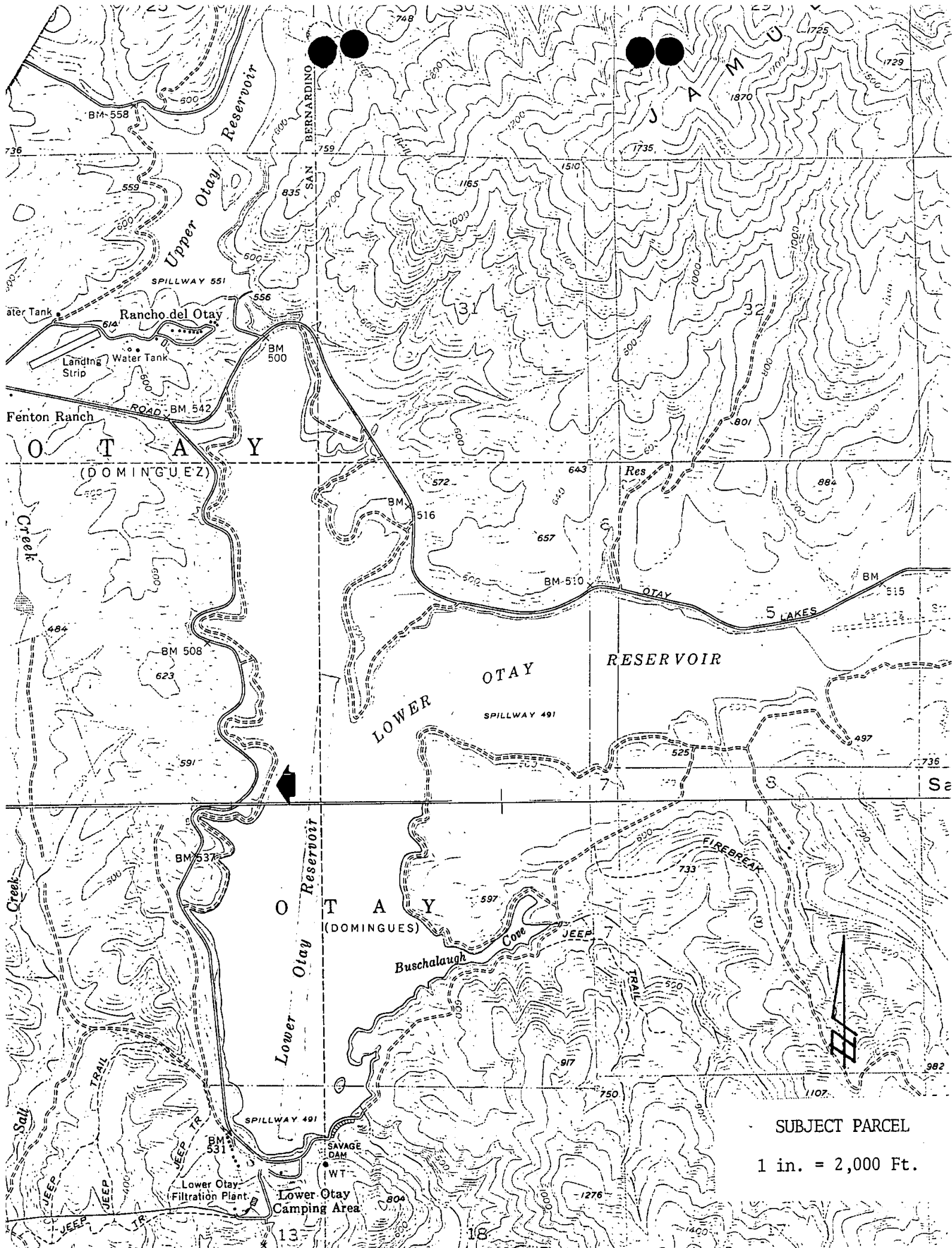
Boathouse 5-100' 50'

T. L. ALB	C. 1000
H. SALAS	C. 1000
A. CASTRO	C. 1000
M. CASTRO	C. 1000

Job Number 108391	Drawn by A.L.
Date 29 MAY 92	Checked by R.M.P.

Job File Number	Sheet Number CL1
-----------------	----------------------------

LEASED PREMISES 3.69 ACRES EXHIBIT A



SUBJECT PARCEL

1 in. = 2,000 Ft.

9.3 Facilities Management Plan - EXHIBIT "B".

The Facilities Management Plan consists of:

SECTION I. ORGANIZATION

Lower Otay Lake User's Council
USOC Boathouse Programs
USOC Athletes Program
Community Access

SECTION II. USE REGULATIONS AND RESTRICTIONS

Training and Rowing Competitions
Operating Hours
Water Use Restrictions
 - Waterfowl Hunting Season
 - Fishing Season
Quarterly Management Reports
Special Events

SECTION III. SITE MANAGEMENT

Building and Grounds Maintenance
Boat Fabrication
Motor Vehicle and Trailer Parking
Pump Station Maintenance
Overnight Use
Use of Area Surrounding the Boathouse

LIST OF EXHIBITS

- | | |
|-------------------------|---|
| A. Boathouse Site Plan | F. Competition Course |
| B. Boathouse Elevations | G. Fishing Season Rowing/Paddling Schedule |
| C. Organizational Chart | H. Waterfowl Hunting Season Rowing/Paddling Schedule |
| D. Training Course | I. Prohibited Use Area/Waterfowl Hunting Season |
| E. Course Mechanics | J. Rowing/Paddling Area Unaffected by 150' Constraint |
| K. Leased Premises | |

and is filed in the Office of the City Clerk referenced to this lease.

9.4 Development Plan - EXHIBIT "C".

The Development Plan consists of:

- a. Key Plan & Vicinity Map
- b. Grading & Utilities Plan
- c. Boathouse Landscape Concept Plan
- d. Site Plan
- e. Site Plan, Site Section & Site Details
- f. Floor Plan & Roof Plan
- g. Exterior Elevations
- h. Rowing Course - Training
- i. Rowing Course - Completion
- j. Rowing Course - Sections
- k. Boathouse Dock Plan
- l. Project Schedule & Cost Estimates

and is filed in the Office of the City Clerk referenced to this lease.

EXHIBIT C



UNITED STATES OLYMPIC TRAINING CENTER • SAN DIEGO

THE SAN DIEGO NATIONAL SPORTS TRAINING FOUNDATION
UNITED STATES OLYMPIC COMMITTEE

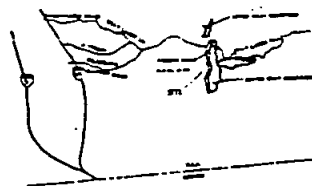
BOATHOUSE DEVELOPMENT PLAN

TUCKER, SADLER & ASSOCIATES/ LEHMAN I SMITH I WISEMAN ©

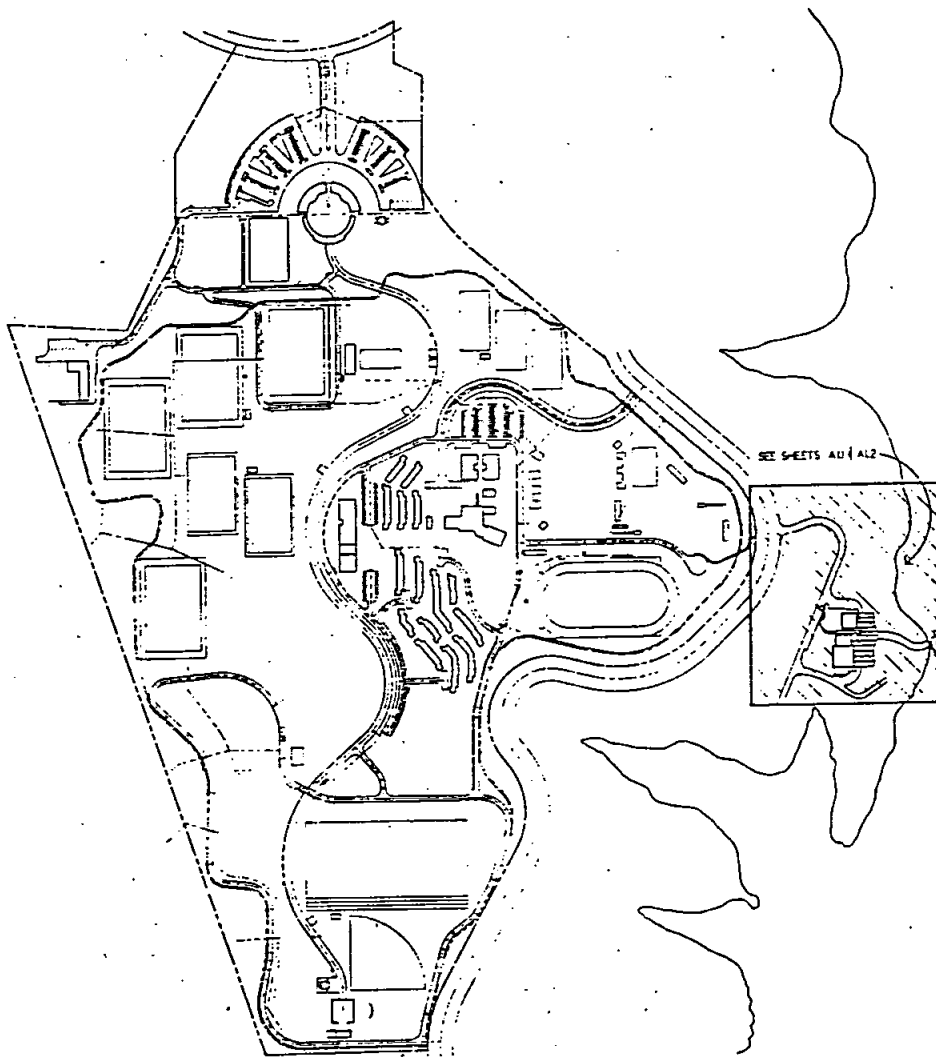
MAY 1992

LIST OF DRAWINGS

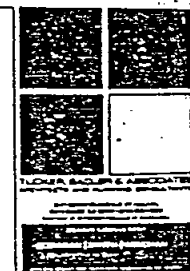
- A0.1 KEY PLAN & VICINITY MAP
- A0.2 LAKE PLAN 1" = 300'-0"
- C1.1 GRADING & UTILITIES PLAN 1" = 50'-0"
- L1.1 BOATHOUSE LANDSCAPE CONCEPT PLAN 1" = 50'-0"
- A1.1 SITE PLAN/ROOF PLAN 1" = 20'-0"
- A1.2 SITE PLAN 1" = 20'-0", SITE SECTION & SITE DETAILS
- A2.1 FLOOR PLAN 1/8" = 1'-0"
- A3.1 NORTHEAST ELEVATIONS 1/8" = 1'-0"
- A3.2 SOUTHWEST ELEVATIONS 1/8" = 1'-0"
- R1.1 ROWING COURSE (TRAINING) 1" = 300'-0"
- R1.2 ROWING COURSE (COMPETITION) 1" = 300'-0"
- R1.3 ROWING COURSE SECTIONS
- R1.4 DOCK PLAN 1" = 50'-0"
- SE1.1 PROJECT SCHEDULE AND COST ESTIMATE (REDUCED COPIES ONLY)



VICINITY MAP
NO SCALE



KEY PLAN
1" = 300'-0"



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION
100 West Center Street, San Diego, California 92101

Approved	Date
Reviewed	Date

KEY PLAN VICINITY MAP

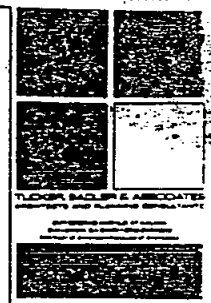
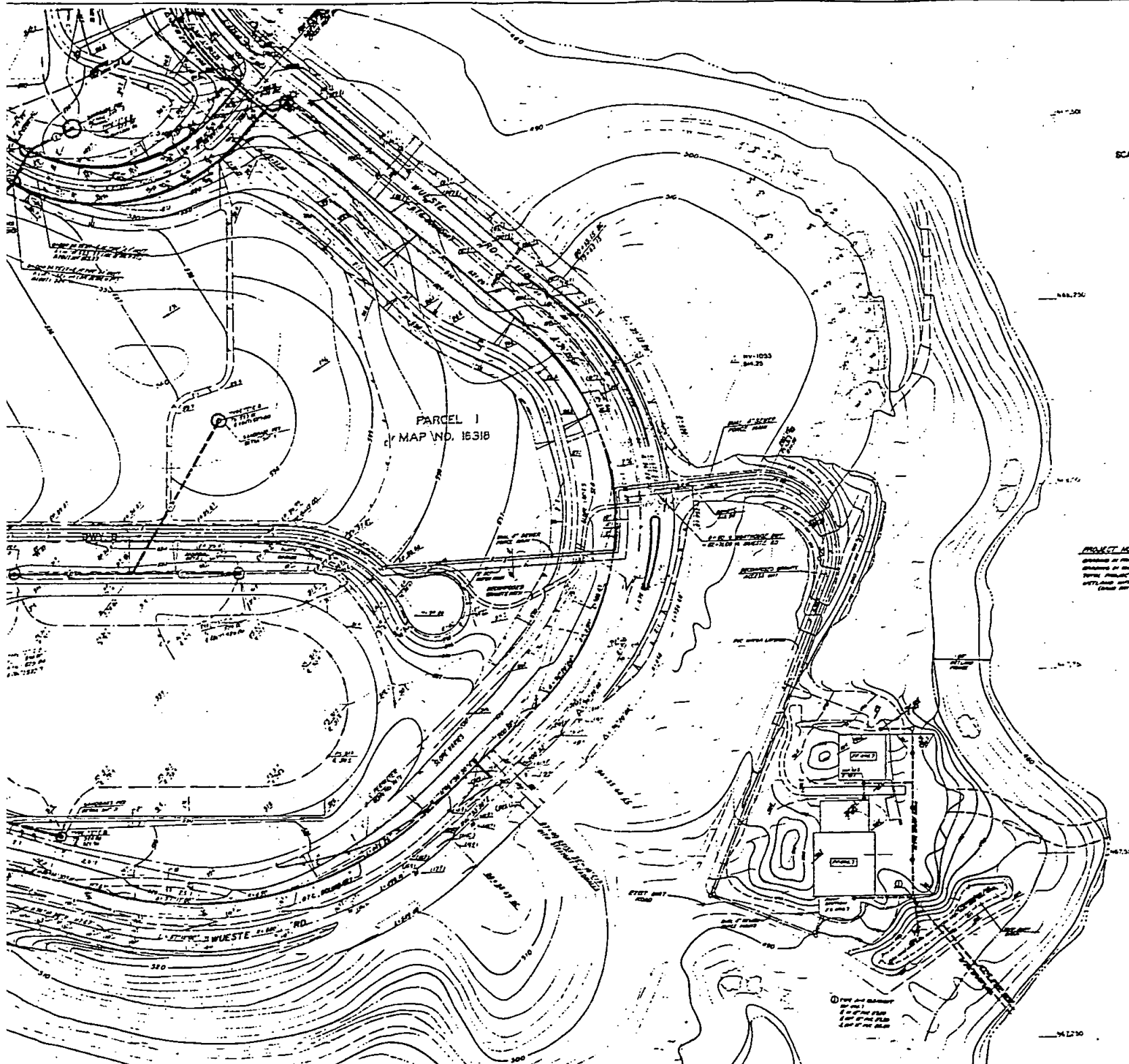
Key SITE Scale 1" = 300'-0"

T TUCKER
= SHEDS
= CATHEDRAL
= BOATHOUSE

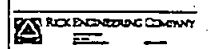
Drawn by
BROCK
Date
10/10/84

Checked by
Date
10/10/84

Key Plan
Number
A0.1



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION
1000 ROAD 2 400' NORTH, SAN MARCO, CALIFORNIA 92078



PROJECT NOTES:
 GRADING IN EXISTING 1' SURFACES ONLY - 0.0 AC.
 GRADING IN EXISTING 2' SURFACES ONLY - 0.0 AC.
 TOTAL PROJECT GRADING - 0.0 AC.
 UTILITY IMPROVEMENT - 0.1 AC.
 (SEE SHEET 107)

Revised	Date

**GRADING & UTILITIES
PLAN**

Prop. BOATHOUSE Scale 1" = 50'

1. ELEVATION IN DASHES A. EXISTING B. PROPOSED	C1000 C1010 C1020 C1030
---	----------------------------------

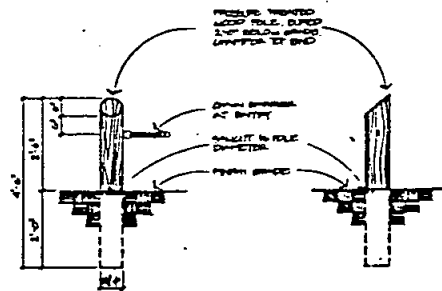
Site Number 106391	Drawn by A.L.
Date 8/1/82	Checked by E.M.P.

Site Plan Number	Scale 1" = 50'
---------------------	-------------------

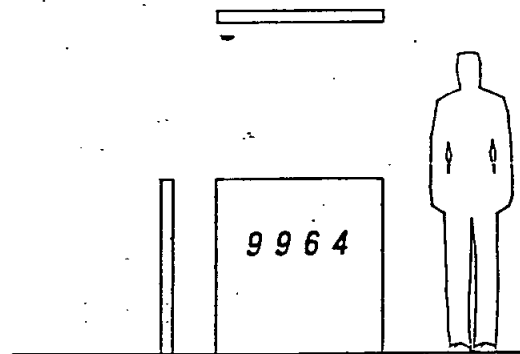
C.I.



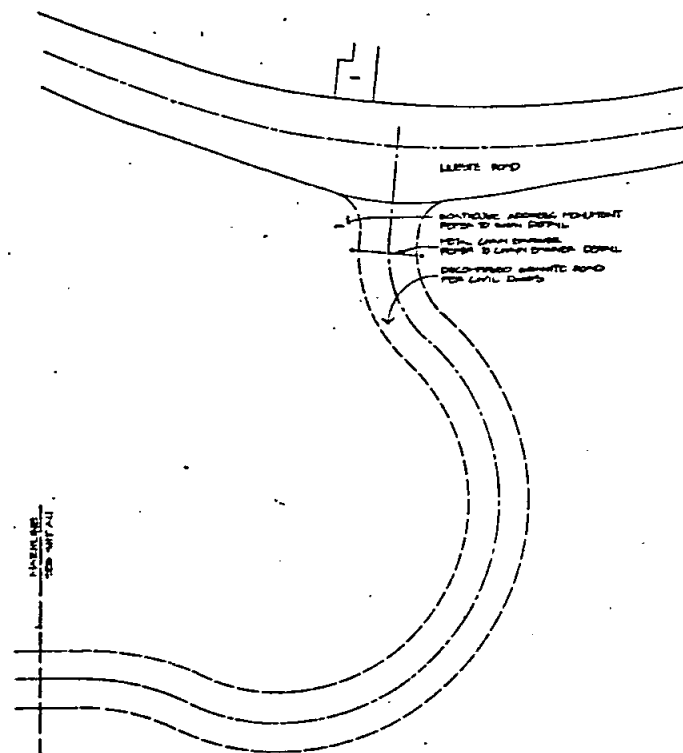
SECTION A



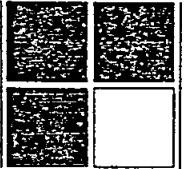
CHAIN BARRIER DETAIL



SIGN DETAIL



SITE PLAN



UNITED STATES
OLYMPIC TRAINING CENTER
SAN DIEGO



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION

1001 East Ocean Blvd., San Diego, California 92101

Approved	Date
Submitted	Date

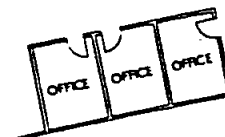
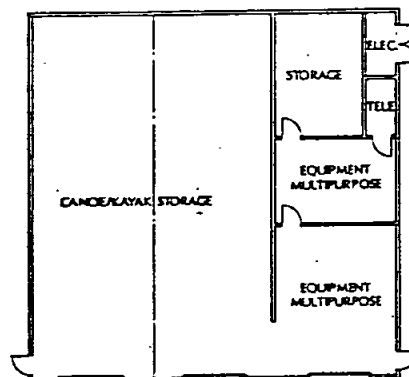
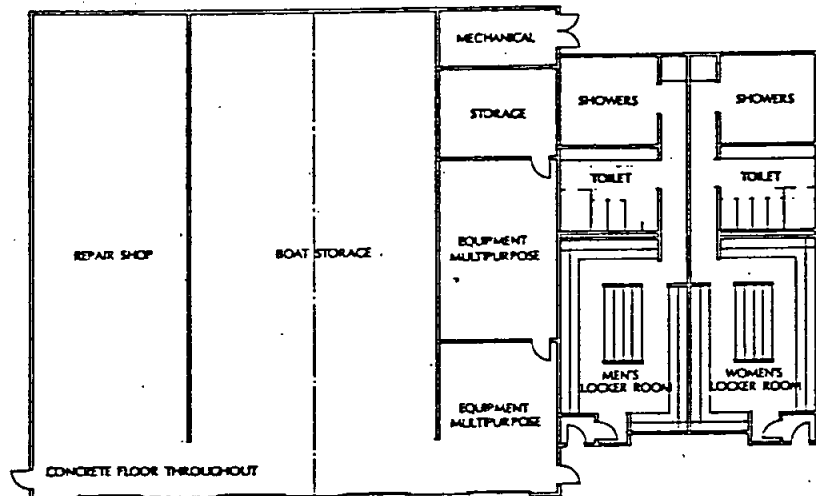
SITE PLAN, SITE
SECTION 4 SITE
DETAILS

By BOATHOUSE Date NOTED

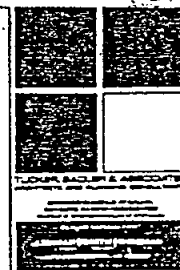
1 FLOOR	CT 100
2 FLOOR	CT 101
3 FLOOR	CT 102
4 FLOOR	CT 103
5 FLOOR	CT 104

As Prepared	Drawn by
DATE	
By	Checked by CT
At Plant	

As Prepared	Date
DATE	
At Plant	
	AL2



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION

1000 West Center Road, San Diego, California 92161

Approved	Date
Submitted	Date

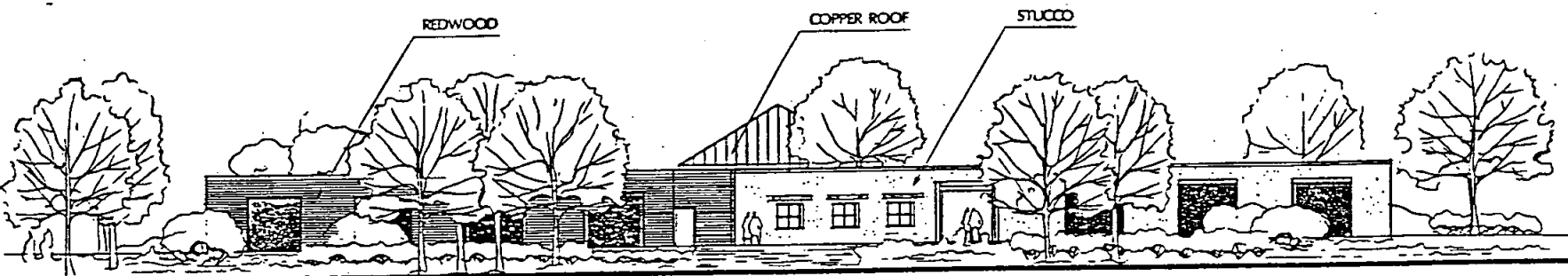
FLOOR PLAN

By: BOATHOUSE, Inc. 1/1/74

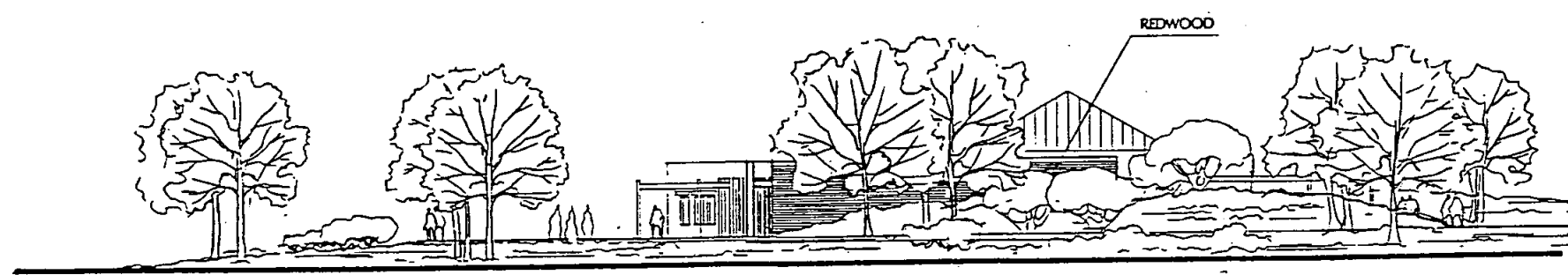
1 FLOOR
2nd FLOOR
3rd FLOOR
4th FLOOR
5th FLOOR
6th FLOOR
7th FLOOR
8th FLOOR
9th FLOOR
10th FLOOR

Drawn By:
Checked By:

Scale:
A2.1

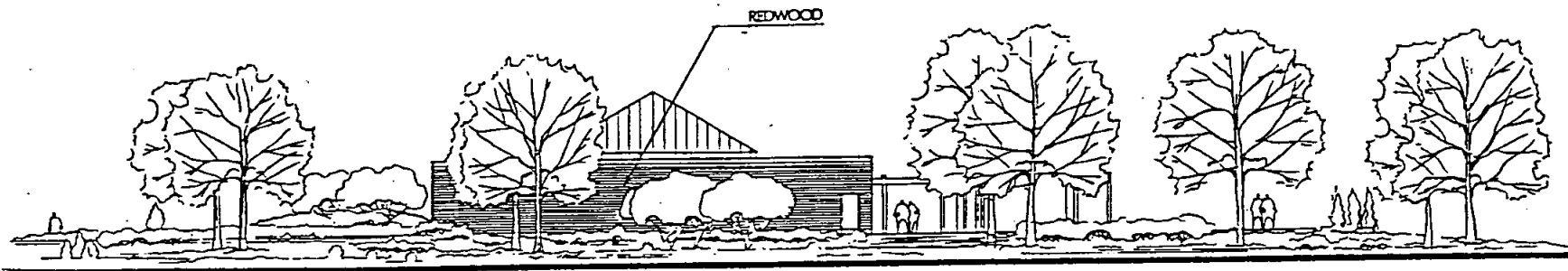


EAST ELEVATION

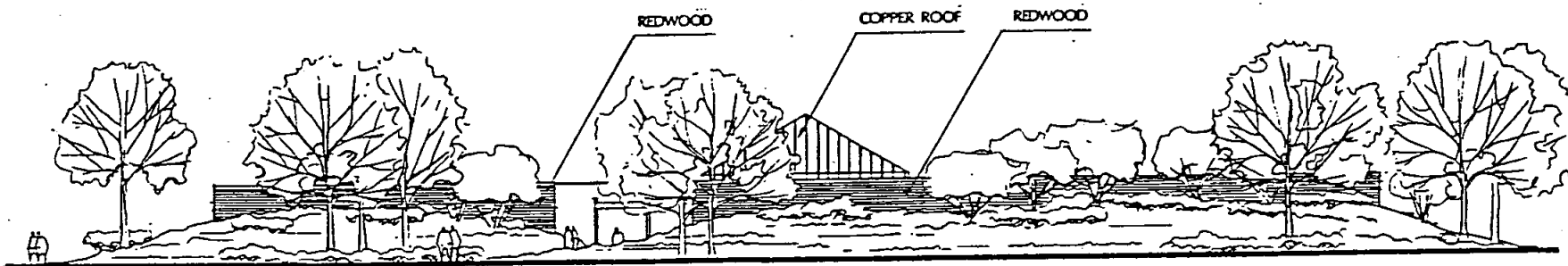


NORTH ELEVATION
SCALE 1/8" = 1'-0"

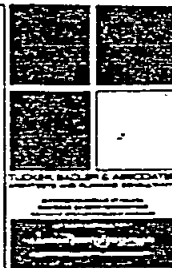
SAN DIEGO NATIONAL SPORTS TRAINING FOUNDATION 1000 WEST CENTER ROAD, SAN DIEGO, CALIFORNIA 92108	
Approved: _____ Date: _____	Drawn: _____ Date: _____
ELEVATIONS Main BOATHOUSE Elev. 1/8" = 1'-0"	
T. TUGBOAT H. HOUSE A. LARSEN S. SMOULDER	C. CUB C. CUB C. CUB C. CUB
See Elevation 1/8" = 1'-0"	Drawn by Checked by
See Elevation 1/8" = 1'-0"	Drawn by Checked by
A3.1	



SOUTH ELEVATION



WEST ELEVATION
SCALE: 1/8" = 1'-0"



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION
San Diego, California 92161

Revised	Date

ELEVATIONS

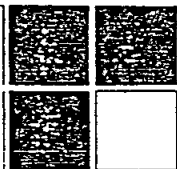
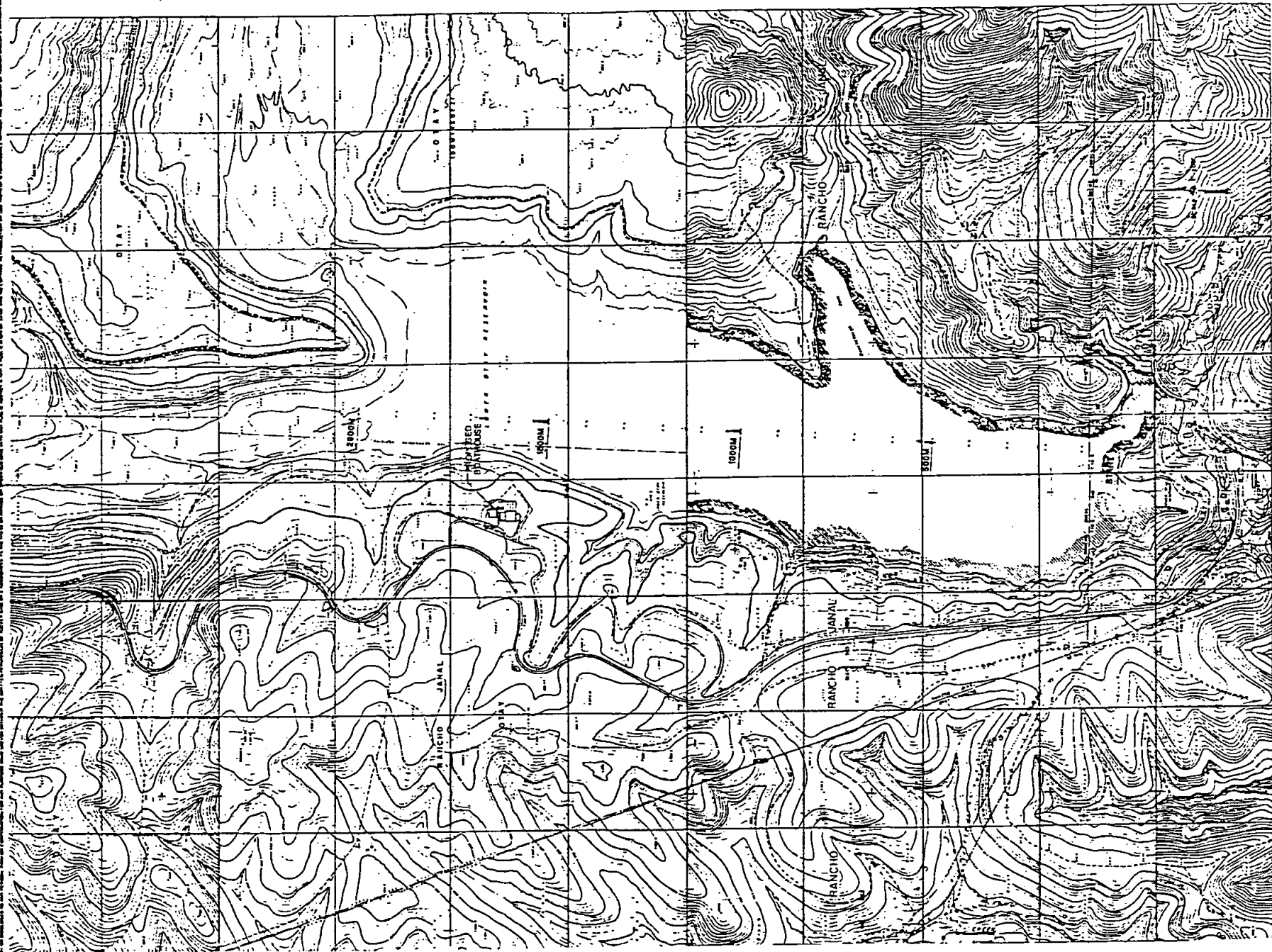
Fig. BOATHOUSE Elev. 1/8" = 1'-0"

1. FLOOR	2. ROOF
3. EXTERIOR	4. INTERIOR
5. SECTION	6. DETAIL

Drawn by	Checked by
Date	

Sheet	

A3.2



FLORIAN, BACCHER & ASSOCIATES
 1000 West Center Street, San Diego, California 92101
 (619) 594-1100



SAN DIEGO
 NATIONAL SPORTS TRAINING
 FOUNDATION

1000 West Center Street, San Diego, California 92101

NAME	DATE

NAME	DATE

ROWING COURSE
 TRAINING

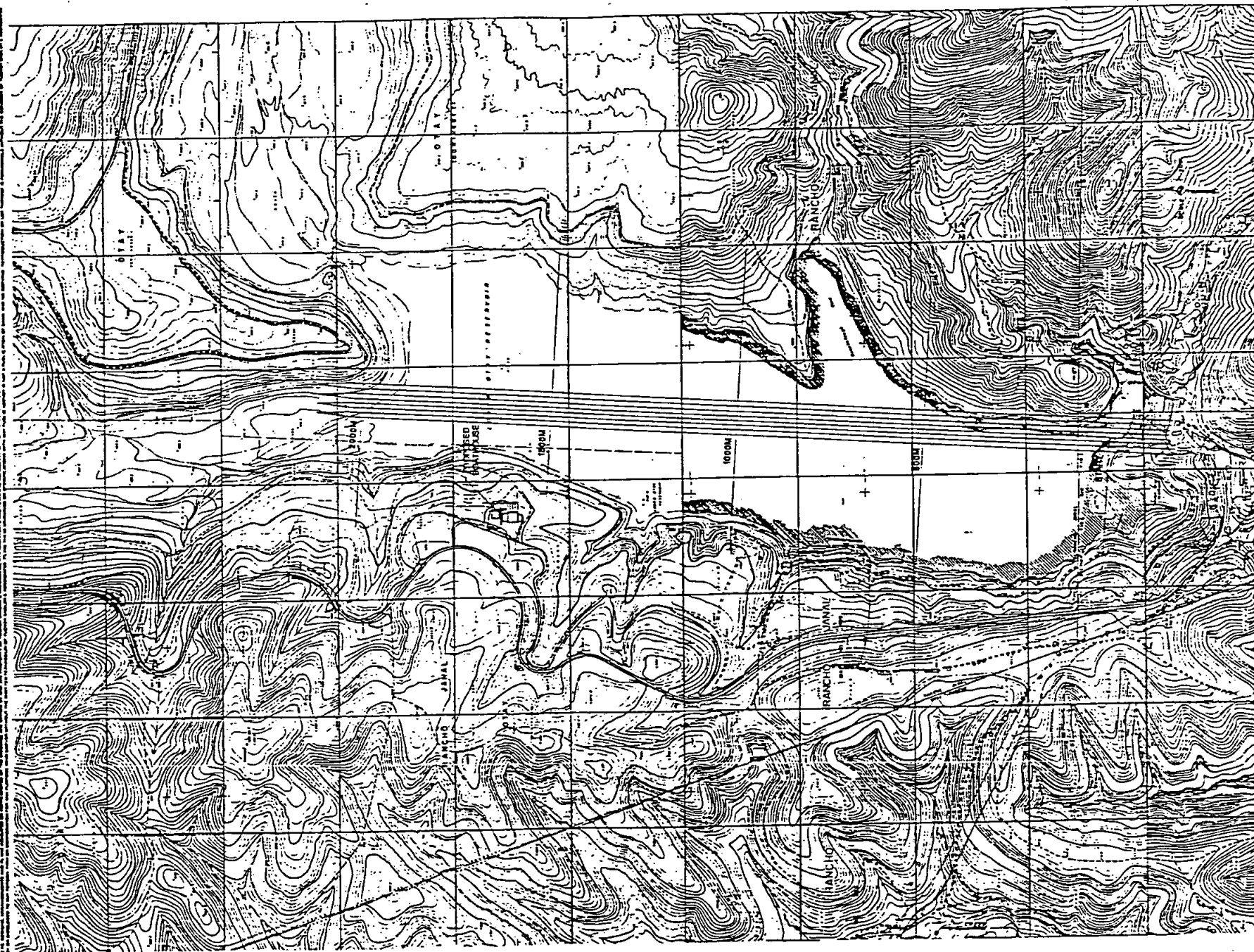
Map SITE Scale 1" = 300'-0"

1 INCHES	Scale
1/2 INCHES	Scale
1/4 INCHES	Scale
1/8 INCHES	Scale

Prepared by	Checked by
Date	Checked by

Prepared by	Checked by
Date	Checked by

R.L.



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION

1000 Year Old South, San Diego, California, 1968

NAME	DATE

ROWING COURSE
COMPETITION

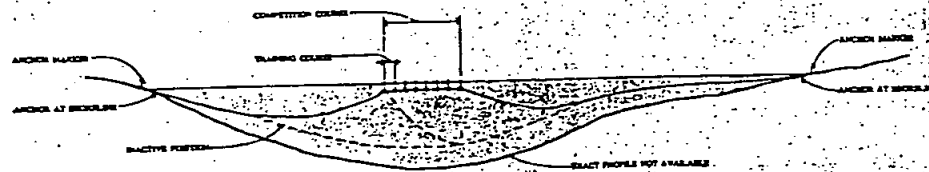
THIS SITE Scale 1"=200'-0"

1. PLACE
2. BACKUP
3. CARRY
4. UNLOAD

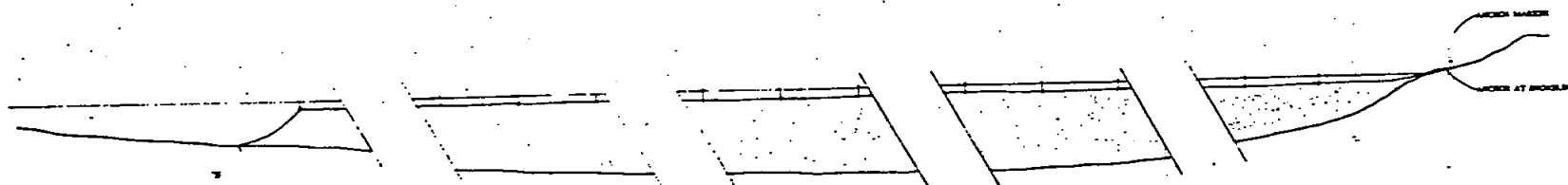
Drawn by

Checked by

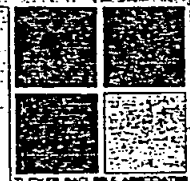
RI.2



CROSS SECTION TABLE 1: HORIZONTAL
TABLE 2: VERTICAL



LONGITUDINAL SECTION TABLE 1: HORIZONTAL
TABLE 2: VERTICAL



UNITED STATES
OLYMPIC TRAINING CENTER
SAN DIEGO

SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION

San Diego, California 92161

Approved	Date
Submitted	Date

ROWING COURSE
SECTIONS

Site SITE

1. TRACKS
2. BUCKLE
3. CATCHED
4. SPLIT

Prepared by
Date: 11 May 1972

Checked by
Date: 11 May 1972

PL.3

DOCK ASSEMBLY

PRODUCT SPECIFICATIONS:

A. SINGLE JETFLOAT

- 1 Dimensions: Length 19 3/4 inch
Tolerances $\pm 1/16$ "
Width 19 3/4 inch
Height 8 3/4 inch
- 2 Weight: Approx. 10 lbs.
- 3 Freeboard (no load): 8 inch
- 4 Load Capacity: 135 lbs
- 5 Top Surface Area: Approx. 2 3/4 sq. ft.
- 6 Material: Polyethylene high-density or equivalent
- 7 Colour: Charcoal Grey

B. CONNECTING PIN

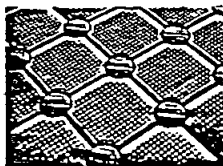
- 1 Dimensions: Top Dia. 7 3/8 inch
Tolerances $\pm 1/16$ "
Height 9 1/2 inch
Shaft Dia. 1 7/8 inch
- 2 Weight: Approx. 1 lb
- 3 Surface Area: Approx. 42 3/4 sq. in.
- 4 Material and Colour: Same as above



A main dock with three finger docks is just one of many possible dock configurations.



The fingerdocks are securely interlocked with the main dock and form one sturdy floating structure of great stability.



The slip-resistant surface has no gaps, slits or sharp edges. JETFLOAT docks remain immaculate without maintenance.

JETFLOAT

introduces a new image in docks with its patented **① FLOATING DOCK SYSTEM** for the Do-It-YOURSELF dockbuilder. The individual modules are small and weigh approximately 10 pounds. They can be readily transported in a car.

No assistance is needed to assemble the units at the installation site.

The owner can assemble his JETFLOAT dock in the water without getting wet as soon as the ice has gone out. The dock may remain in the water until next freeze-up, thus prolonging the boating season.

JETFLOAT's dock material, a contemporary of the space age, is one of the sturdiest plastics available. It is virtually indestructible, adequately weather resistant, non-polluting, non-toxic and floats. The high density polyethylene will not rot, corrode or splinter. It is impervious to all household and most commercial chemicals. Marine life does not harm it.

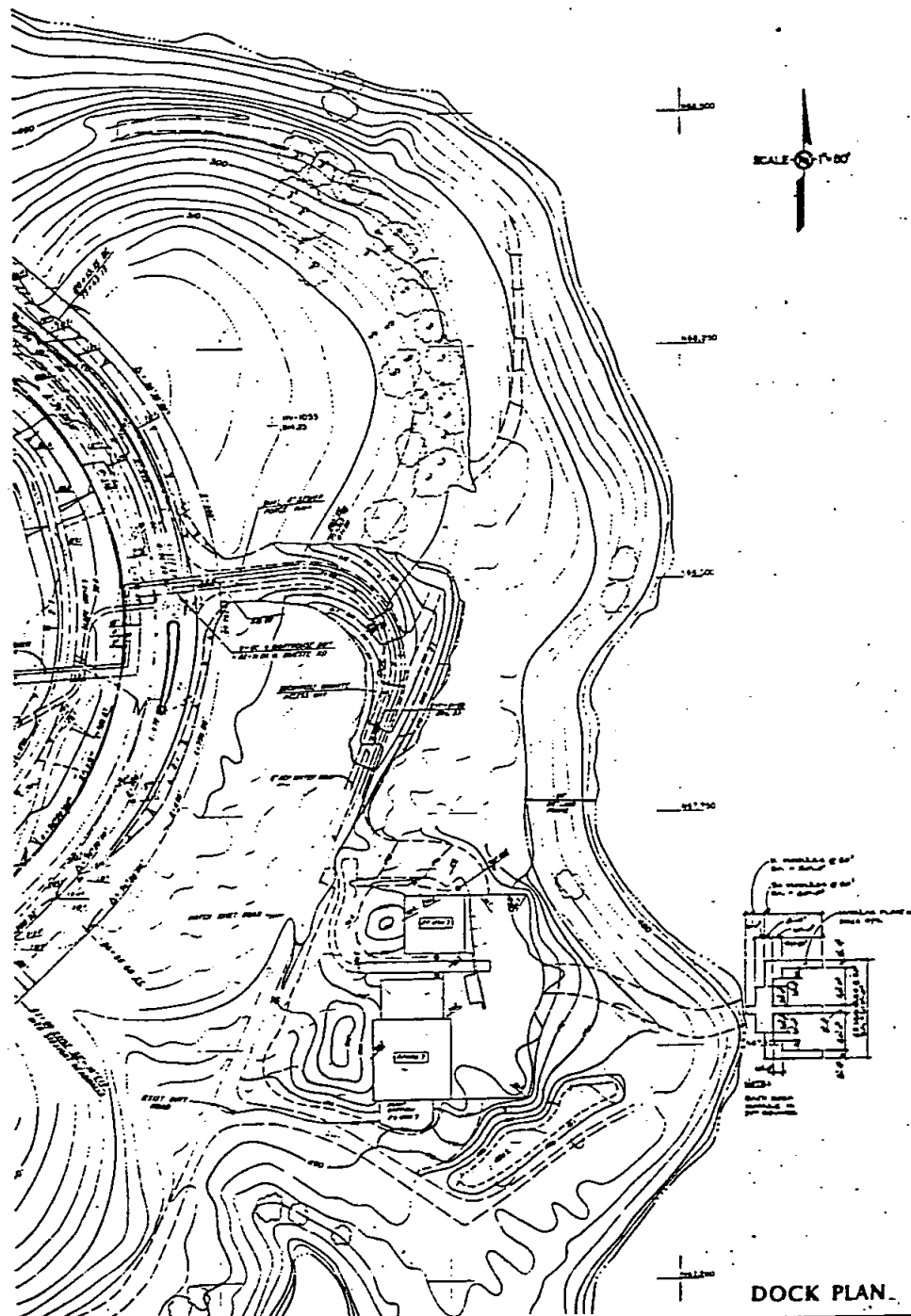
A JETFLOAT dock saves labour, time and money because it does not require maintenance.

JETFLOAT's unique modular concept ensures optimum versatility and portability. Constructing a barge or causeway for moving materials to an island cottage is just as simple as building a play raft for the pool.

Single JETFLOATS are conveniently assembled into docks of unlimited size.

The letters in the heading on the front page suggest some possible dock configurations.

A JETFLOAT dock is a sound capital investment. Its value in these inflationary years should appreciate because of its long product life and minimum upkeep.



DOCK PLAN



TUCKER BACUP & ASSOCIATES
INCORPORATED
10000 SAN DIEGO AVENUE
SAN DIEGO, CALIFORNIA 92121
(619) 571-1100



SAN DIEGO
NATIONAL SPORTS TRAINING
FOUNDATION
10000 San Diego Avenue, San Diego, California 92121

Approved	Date
Submitted	Date

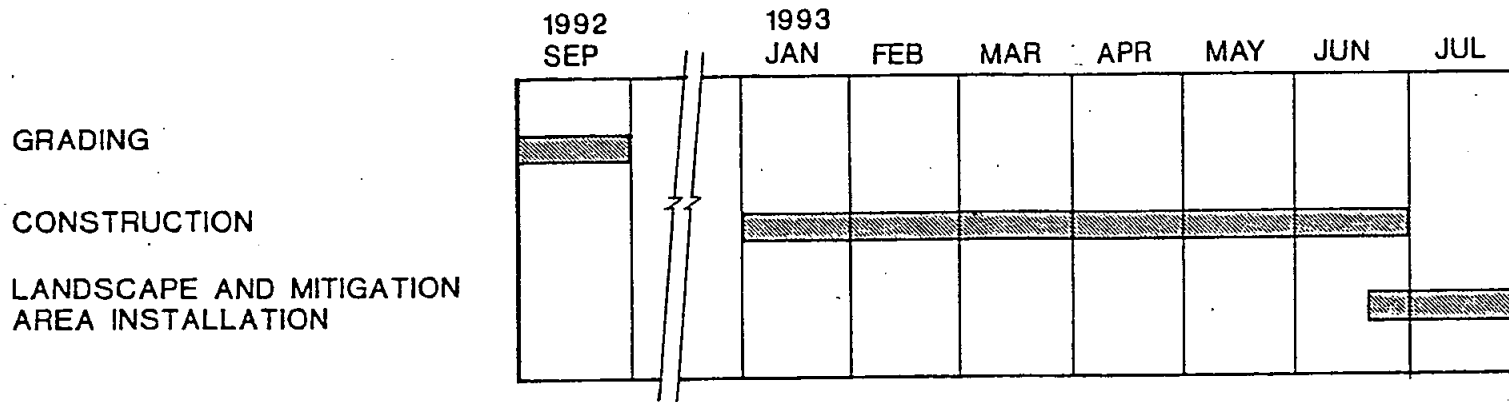
BOATHOUSE DOCK PLAN

Map	Scale 1" = 50'
7 FLOORS	C1800
10 BATHS	C1810
10 KITCHENS	C1820
10 LIVING ROOMS	C1830

Map Number	Drawn by
0001	
Date	Checked by
10/10/80	
Map Number	Drawn by

RI.4

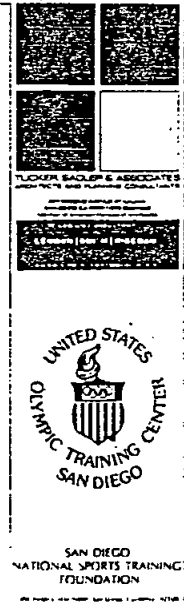
PROJECT SCHEDULE



PROJECT COST ESTIMATE

SITework:	\$ 428,594
GENERAL CONDITIONS/FEES:	\$ 48,609
SITE TOTAL:	\$ 477,203
BOATHOUSE CONSTRUCTION:	\$ 822,387
GENERAL CONDITIONS/FEES:	\$ 93,271
BOATHOUSE TOTAL:	\$ 915,658
GENERAL TOTAL/PROJECT CONSTRUCTION COSTS:	\$ 1,392,861

NOTE: THE ABOVE INFORMATION IS PROVIDED BY THE SAN DIEGO NATIONAL SPORTS TRAINING FOUNDATION AND THE KOLL CONSTRUCTION COMPANY.



Project Schedule	
Project Schedule	
PROJECT SCHEDULE COST ESTIMATES	
Boathouse	
1. Total Cost	\$ 1,392,861
2. Subtotal	\$ 915,658
3. Contingency	\$ 477,203
4. Total Project Cost	\$ 1,392,861
Job Number	01001
Date	
Drawn By	
Checked By	
Scale	
Sheet Number	SE 11



Being built by the

**SAN DIEGO NATIONAL
SPORTS TRAINING FOUNDATION**

1904 HOTEL CIRCLE NORTH
SAN DIEGO, CA 92108
619/291-8802 ■ 293-3990
FAX 619/291-5395 ■ 291-5367

Officers and

Executive Committee

Gloria D. McColl, *President*
C. Terry Brown, *Vice President*
Ernest W. Hahn, *Vice President*
J. Stacey Sullivan, *Secretary*
James H. West, *Treasurer*
Jack W. Davis
Peter J. Hall
Herb G. Klein
Robert J. Watkins

OLYMPIC TRAINING CENTER BOATHOUSE FINANCING

Trustees

Paul C. Barkley
Nicholas B. Binkley
Malin Burnham
Lodwick M. Cook
Ranney E. Draper
Daniel J. Epstein
Anne L. Evans
D. Jay Flood
Ron L. Fowler
Richard H. Gordon
Charlie Jackson
Don M. Koll
Thomas C. Kravis, MD
David B. Kuhn, Jr.
Daniel D. "Ron" Lane
Sol Lizerbram, DO
Edwin Moses
Carl E. Reichardt
Harold G. Sadler
Don F. Sammis
Harvey W. Schiller, PhD
Harry L. Summers
Henry S. Williams, MD
Walter J. Zoble
David C. Nielsen,
Executive Vice President

The Olympic Training Center Boathouse is being constructed by the San Diego National Sports Training Foundation as a part of the new 150-acre Arco-Olympic Training Center located on the western shore of Lower Otay Reservoir in the City of Chula Vista. The boathouse is one of several venues to be constructed as part of the first warm-weather United States Olympic Training Center.

The San Diego National sports Training Foundation (Foundation) is a non-profit organization, formed to bring a new Olympic Training Center to San Diego County. The Foundation is working in close cooperation with the United States Olympic Committee (USOC) and is funded through corporate and individual donations. In addition, the Foundation has received a loan from the State of California for \$15 million, to be repaid from the sale of special San Diego Olympic Training Center license plates.

The Olympic boathouse is listed as the second-highest priority project for the Training Center's phase I construction program, and will be funded with money already raised by the Foundation. To date (as of March, 1992) over \$44 million in combined cash and in-kind contributions have been raised.



An Official United States Olympic Training Center

RESOLUTION NUMBER R- 280287

ADOPTED ON JUL 06 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a lease agreement with SAN DIEGO NATIONAL SPORTS TRAINING FOUNDATION, a California nonprofit corporation, (the local arm of the United States Olympic Committee), as recommended by staff, for the development of a boathouse and dock facility on Lower Otay Lake, at an initial annual rent of \$11,347, and with an initial \$15,000 lake user fee, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 280287 .

BE IT FURTHER RESOLVED, that the following language shall be incorporated into Section 113 of the lease:

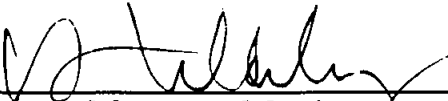
Lessee and City will cooperate to assure that, consistent with the primary purpose of the Olympic Training Center boathouse and course, community rowing and canoe/kayak programs will be developed and implemented at the facilities on Lower Otay Reservoir.

BE IT FURTHER RESOLVED, that the City Manager is authorized to approve any needed changes to the Facilities Management Plan

after receiving input thereon from the Park and Recreation
Committee.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
06/23/92
08/10/92 REV.1
Or.Dept:Prop.
Job:220780
R-92-2117
Form=r-t

Passed and adopted by the Council of The City of San Diego on JUL 06 1992 by the following vote:

YEAS: WOLFSHEIMER, ROBERTS, HARTLEY, STEVENS, BEHR, STALLINGS,
MCCARTY, FILNER, MAYOR O'CONNOR.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

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

(SEAL)

By: MARY CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 280287, passed and adopted by the Council of The City of San Diego, California
on JUL 06 1992

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

(SEAL)

By: *Mary Cepeda*, Deputy

Jim Anthony

(R-92-2118 REV.1)

51A

RESOLUTION NUMBER R-

280288

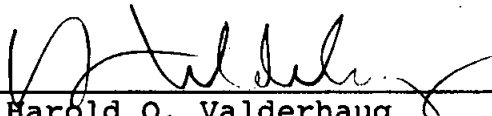
JUL 06 1992

ADOPTED ON

BE IT RESOLVED, by the Council of The City of San Diego, that it is hereby certified, that the information contained in ENVIRONMENTAL IMPACT REPORT NO. 90-01, including the Addendums, and the Findings and Statement of Overriding Considerations, prepared by the City of Chula Vista as lead agency, on file in the office of the City Clerk, have all been completed in compliance with the California Environmental Quality Act of 1970, as amended, and the State guidelines thereto, and have been reviewed and considered by this Council.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
06/23/92
08/10/92 REV.1
Or.Dept:Prop.
R-92-2118
Form=r.eirshor

NOTICE OF DETERMINATION
(City as a Responsible Agency)

TO: X County Clerk
County of San Diego
220 W. Broadway, MS C-11
San Diego, CA 92101

FROM: City of San Diego
Planning Department
202 "C" Street, MS 4C
San Diego, CA 92101

X Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

DEP Number: EIR 90-12

State Clearinghouse Number: SCH #90010709

Project Title: United States Olympic Training Center Boathouse and Surfacewater Lease at Lower Otay Reservoir

Project Location: Project is located on the west side of Lower Otay Reservoir just east of Wueste Road in the City of Chula Vista

Project Description: A Lease Agreement with the San Diego National Sports Training Foundation for the development of a boathouse and dock facility with associated surface water use on Lower Otay Reservoir

This is to advise that the City of San Diego/on July 6, 1992 approved the above-described project and made the following determinations:

1. The project in its approved form X will, ___ will not, have a significant effect on the environment.
2. X An Environmental Impact Report was considered by the City as a Responsible Agency for this project and certified pursuant to the provisions of CEQA by the Lead Agency, the University of California, San Diego. R-280288
___ A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
X An addendum(s) to EIR 90-12 was prepared for this project pursuant to the provisions of CEQA.

Record of project approval may be examined at the address above.

3. Mitigation measures X were, ___ were not, made a condition of the approval of the project.
4. (EIR only) Findings X were, ___ were not, made pursuant to CEQA Guidelines Section 15091.
5. (EIR only) A Statement of Overriding Considerations X was, ___ was not, adopted for this project.

It is hereby certified that the final environmental report with addendums thereto, including comments and responses, is available to the general public at the office of the City of San Diego Planning Department.

Analyst: Janet Myers
Associate Planner
Development and Environmental Planning
202 "C" Street, 4th Floor
San Diego, CA 92101

Telephone: (619) 236-7714

Filed by:

Mary L. Cepeda
Signature

MARY CEPEDA, DEPUTY CITY
Title CLERK

Reference: California Public Resources Code, Sections 21108 and 21152.

DEP FORM 28 - NOD - Responsible Agency