

DUPLICATE

DUPLICATE ORIGINAL

FIRST AMENDMENT TO LEASE

BETWEEN

CITY OF SAN DIEGO

AND

LAWRENCE FAMILY JEWISH COMMUNITY CENTER OF SAN DIEGO COUNTY

DOCUMENT NO. RR-289599

FILED DEC 16 1997

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

FIRST AMENDMENT TO LEASE
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FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE ("FIRST AMENDMENT") is executed by and between the CITY OF SAN DIEGO, a municipal corporation ("CITY") and the LAWRENCE FAMILY JEWISH COMMUNITY CENTER OF SAN DIEGO COUNTY ("LESSEE").

HERETOFORE, CITY and the LESSEE, entered into that certain lease agreement dated July 27, 1981 and filed in the Office of the City Clerk as Document No. RR-254702 ("LEASE"). The LEASE was for the purpose of construction, operation and maintenance of the premises and buildings as a community center for park, recreational, cultural and educational activities for the benefit of the Jewish Community Center members and the residents of the City of San Diego, without discrimination as to race, color, creed or religion and for such other related or incidental purposes as may be first be approved in writing by the CITY and for no other purposes.

WHEREAS, the CITY and LESSEE, hereto desire to amend the LEASE, to allow for the construction of additional facilities on the site per the revised General Development Plan and Site Plan (as Amended) and attached to as Exhibit A and B, respectively, and made a part of this First Amendment, and to incorporate current CITY approved lease provisions as outlined below:

WHEREAS, the FIRST AMENDMENT will become effective on the first day of the calendar month following execution by the CITY;

NOW, THEREFORE, for good and valuable consideration, mutually exchanged between the parties, the parties hereby agree as follows:

ARTICLE I. - Sections 1.A.; 11.A; IV.B.8; IV., B.14; IV.C.28; IV.C.31; IV.C.32; IV. C.33 of the LEASE are hereby deleted in their entirety and replaced with the corresponding sections, as follows:

Section 1.A PERMITTED USE. Said premises are leased to LESSEE only for the purposes of construction, operation and maintenance of the premises and buildings as a community center for park, recreation, cultural and educational activities for the benefit of the Jewish Community Center members and the residents of the City of San Diego, without discrimination, as to race, color, creed, **sexual orientation**, or religion and for such other related or incidental purposes as may first be approved in writing by the CITY and for no other purposes.

Section II.A COMMENCEMENT AND TERMINATION. The term of this agreement shall be fifty (50) years commencing on the first day of the calendar month following execution of this First Amendment to Lease by the CITY.

Section IV. B. 8 DEVELOPMENT. LESSEE agrees to develop the leased premises in accordance with the **Amended Development Plan**, and the Site Plan as approved and made a part of this FIRST AMENDMENT attached as **Exhibit A & B (PLANS)**, respectively, and as filed in the office of the City Clerk of the City of San Diego. To the extent applicable to this proposed development, said plan shows the design, materials of construction, elevations and colors of all structures, the plot plan of all structures and above-ground improvements, the uses of all facilities, the schedule of development, the estimated construction costs and financing plan and such other factors as are necessary or desirable in the opinion of the City Manager. The City Manager or his designee shall have the authority to authorize changes to the PLANS, 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.

Section IV. B. 14 NONDISCRIMINATION. LESSEE agrees not to discriminate in any manor against any person or persons on account of race, marital status, sex, **sexual orientation**, religious creed, color, ancestry, national origin 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. The proposed "Holocaust Monument/Memorial" shall represent persons of all faiths, beliefs, race, sex and sexual orientation.

Section IV. C. 28 CITY USE. The Mandel Weiss - Eastgate City Park is a dedicated park and is open to the general public. The use of the picnic areas, tot lot, multi-purpose sports field and other outside facilities shall be open to the general public at all times except at times said facilities are scheduled and posted for programs and events of the LESSEE. The premises shall be available to the City of San Diego for civic events and special programs except at such times as would interfere with scheduled events or programs of the LESSEE. After every use thereof by the CITY, the premises shall be left in the same manner as they were found.

ARTICLE II. - The following constitutes new sections which are added:

Section IV. C. 31 POSTING OF LEASED PREMISES. LESSEE shall at all times during this lease term; install and maintain during the term of this lease, a minimum two-foot by four foot sign at the intersections of Regents Road and Eastgate Mall and Genesee Drive and Executive Drive, identifying the property as being City-owned and available for use by the general public. All signs shall include the official logos of the City of San Diego and the Park and Recreation Department, displayed along with the designated titles referenced by the logos. All signs will conform to specifications on file and approved by the City Manager. All advertizing, literature, annual reports, programs, activities, etc., shall include an acknowledgment of the affiliation with the City of San Diego.

Section IV. C. 32 FEE SCHEDULE. LESSEE shall have the right to charge reasonable fees for use of the premises or services. All such fees shall be subject to prior written approval of the City Manager. **LESSEE shall submit to the City Manager, prior to publishing of Lessee's annual fee schedule , a schedule of all fees and charges for approval by the City Manager. If CITY does not respond within 10 calendar days, fee schedule shall be considered approved.** All fees collected by the LESSEE from the operation of the premises shall be used to further the purpose of the LESSEE in a manner beneficial to the premises and/or the programs offered at the premises.

Section IV. C. 33 PUBLIC USE. The general public shall not be wholly or permanently excluded from the premises or any portion thereof. The LESSEE may develop reasonable restrictions for the use of the premises provided that they are consistent with the rights of the general public and are designated to enable the LESSEE to use the premises for the purposes herein granted. LESSEE shall submit to the City Manager a schedule of operations including but not limited to a schedule of fees, a schedule of hours of use by the general public, **a list of rooms and or facilities which are available to the general public and the method of reservation and a list of rooms for exclusive use by the management of the facility.** LESSEE agrees that all activities conducted on the premises shall be social, cultural, recreational or educational in nature in compliance with the purpose of this lease. LESSEE specifically shall not proselytize nor permit proselytizing in religious faiths or political activities in any manner through or in connection with its activities conducted on the premises.

Section IV. C. 34 HAZARDOUS/TOXIC WASTE. LESSEE will not allow the installation of underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, 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 Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify, and hold 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, damages 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 CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE, at 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 costs and expenses incurred.

Section IV. C. 37 CORPORATE AUTHORITY. Each individual executing this lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the bylaws of the corporation, and that this lease is binding upon the corporation in accordance with its terms, and that LESSEE is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify LESSEE to do business in the state where the premises are situated.

Section IV. C. 38 DRUG-FREE WORKPLACE. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The LESSEE'S policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

Section IV. C. 39 DISABLED ACCESS COMPLIANCE. LESSEE agrees to comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include but not necessarily be limited to the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions

and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.
- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this lease.

Section IV. C. 40 SCHEDULE OF PRICES. All prices of merchandise, equipment, and services of LESSEE and its sublessees shall be comparable with prices of like merchandise, equipment, and services offered in the San Diego area. All prices charged by LESSEE and its sublessees shall be approved in writing by City Manager;

provided, however, that LESSEE and its sublessees shall not be required to sell any merchandise at a loss.

Section IV. C. 41 RATES AND CHARGES. All charges for merchandise and services or facilities on said premises shall be in accordance with the schedule set forth in Exhibit C, Schedule of Rates and Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative.

Section IV. C. 42 OPERATION OF FACILITIES. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in Exhibit C, Schedule of Days and Hours of Operation, hereof. Any material changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego.

Section IV. C. 43 COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair

Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE agrees to insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this lease agreement from local residents and firms as opportunities occur. LESSEE agrees to hire qualified local residents and firms whenever feasible.

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 lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

Section IV. C. 44 ENVIRONMENTAL CLEARANCE. The City of San Diego as responsible agency under CEQA has reviewed and considered the Conditional Use Permit Amendment (CUP/AM) No. 96-7145 and Mitigated Negative Declaration (LDR No. 96-7145).

ARTICLE III. - All other sections of the LEASE remain the same and in full force.

Section V. 1 SIGNATURE PAGE.

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

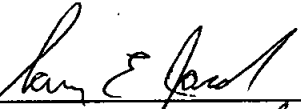
THE CITY OF SAN DIEGO

Date DEC 16 1997

By 
City Manager
Tina P. Christiansen, A.I.A.
Development Services Manager
for the City Manager

LESSEE: LAWRENCE FAMILY
JEWISH COMMUNITY
CENTER OF SAN DIEGO
COUNTY

Date 12/2/97

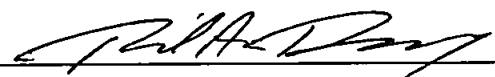
By  President

Date 12/2/97

By  Executive Director

APPROVED AS TO FORM AND LEGALITY THIS 20 DAY OF February 1997.

CASEY GWINN, City Attorney

By 

ENVIRONMENTAL ANALYSIS SECTION,
ENVIRONMENTAL CLEARANCE

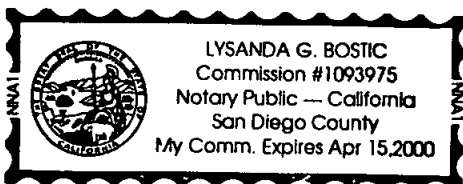
By 

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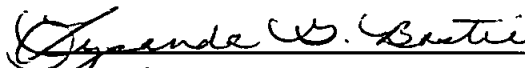
ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On February 17, 1998, before me, Lysanda G. Bostic, the undersigned, a Notary Public in and for said State, personally appeared Tina P. Christiansen, A.I.A., Development Services Manager, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: First Amendment to Lease between City of San Diego and Lawrence Family Jewish Community Center of San Diego County — R-289599, Adopted December 16, 1997

Document Date: February 17, 1998

Number of Pages: Twelve

Signer is Representing: City of San Diego

EXHIBITS

A-1	Revised Development Plan	A-1
B-1	Site Plan	B-1 ²
C-1	Schedule of Rates & Charges & Schedule of Days & Hours of Operation	C-1

EXHIBIT A

REVISED DEVELOPMENT PLAN

I. Within Three Years (8-1-81 through 7-31-84).

A. OUTDOOR - SITE WORK - All work completed.

1. Parking Lots
2. Athletic Facilities
 - a. Temporary office facility
 - b. Soccer field
 - c. Softball/baseball field
 - d. Jogging area - with exercise stations
 - e. Outdoor playground
 - f. Picnic grounds
 - g. Three outdoor basketball courts

Within Ten years following completion of above (8-1-84 through 7-30-94).

- B. Four tennis courts
- C. 50 meter pool with decking and two offices
- D. Men's and women's locker rooms
- E. Showers
- F. Dressing areas
- G. Gymnasium, including:
 1. Meeting rooms
 2. Auditorium
 3. Kitchen
 4. Racquetball courts
 5. Weight room

(Items A - G have been completed)

II. Facilities to be completed under this First Lease Amendment and Conditional Use Permit 96-7145.

A. Theatre/arts building, including:

1. 500 seat theatre
2. Dance studio
3. Music studio
4. Art studio
5. Sculpture studio
6. Offices
7. Dressing rooms

B. Preschool wing

1. 12 preschool rooms
2. 1 teaching kitchen
3. State approved bathroom facilities
4. Offices
5. Teachers lounge
6. Storage rooms
7. Administration offices
8. Youth/teen lounge
9. Seniors area

All facilities included in this Amendment will be completed by December 12, 2003.

EXHIBIT B

Site Plan

EXHIBIT B -

DETAIL

MAP 1227

SAN DIEGO CO.

SEE 1203 MAP

SEE 1248 MAP

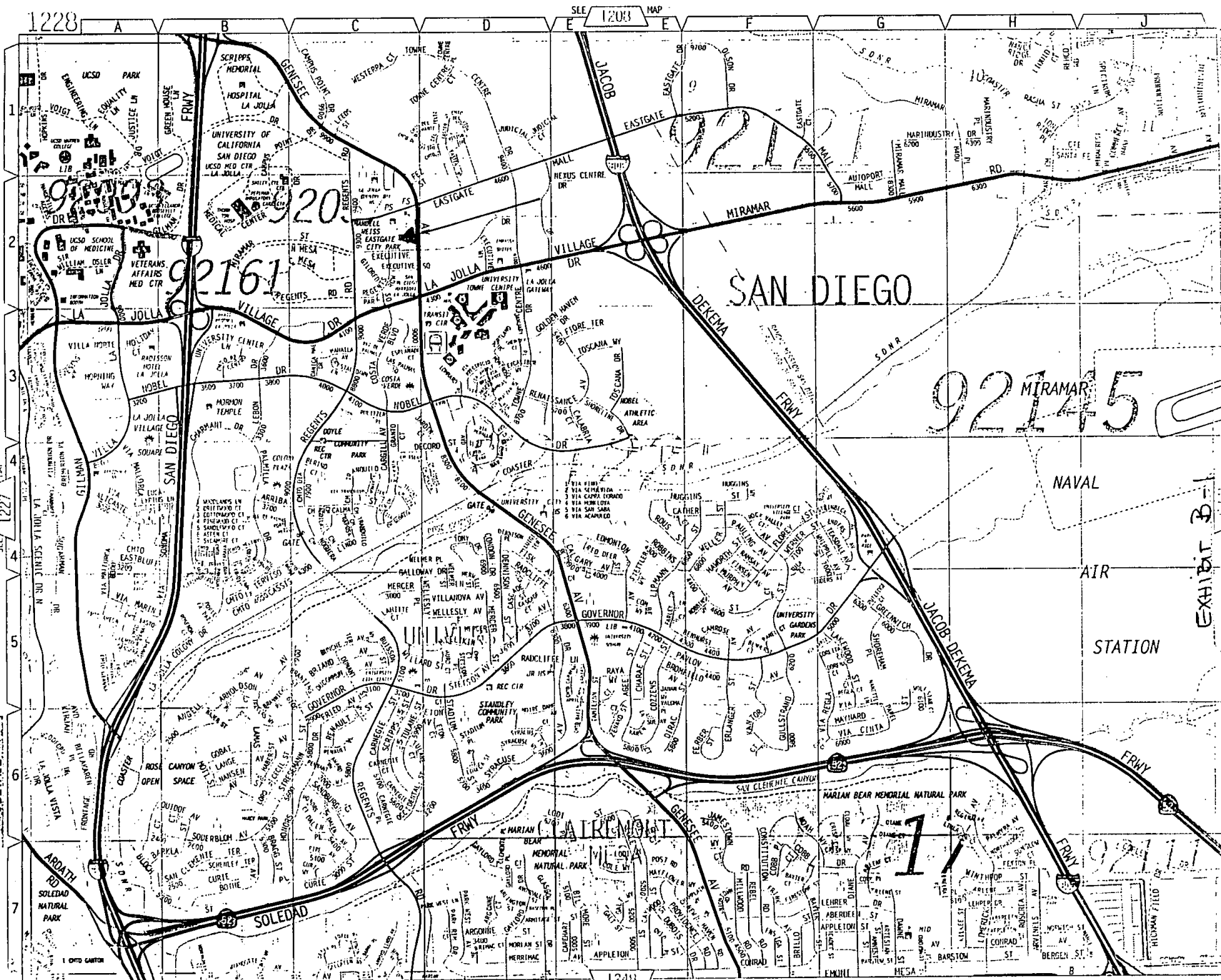
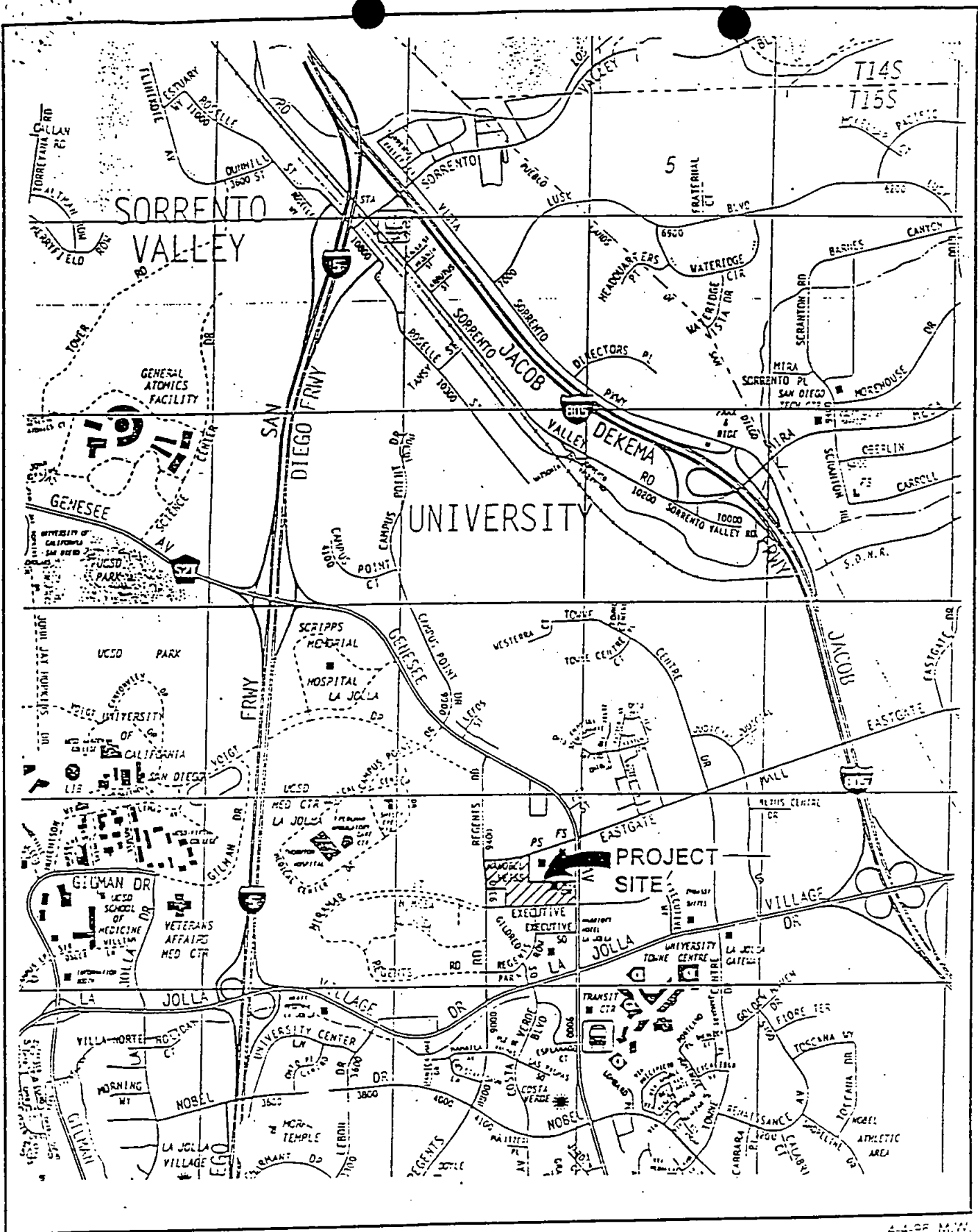


EXHIBIT B -



4-4-98 M.W.

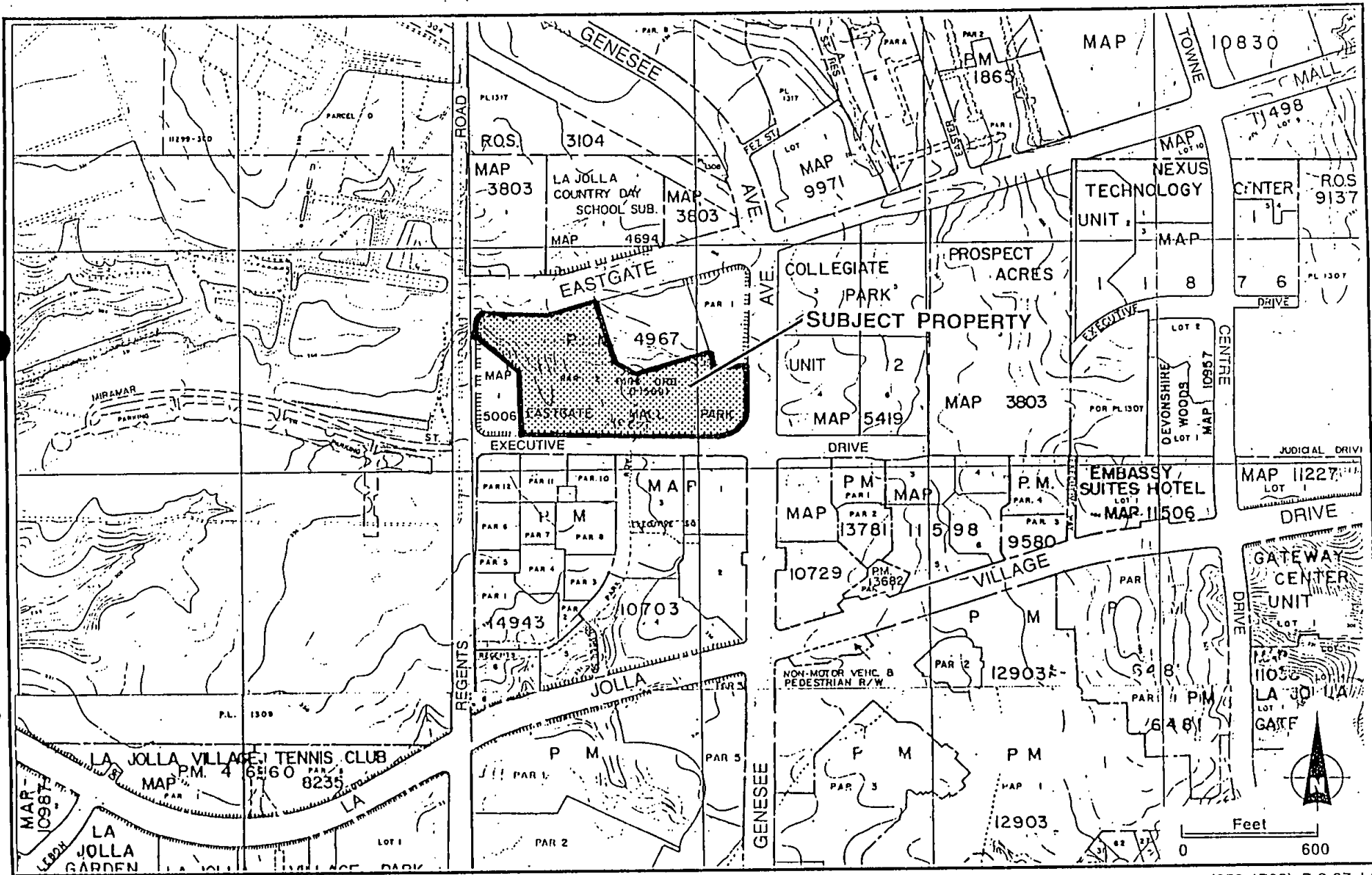


VICINITY MAP

CITY OF SAN DIEGO •

Attachment

EXHIBIT B-2



96-7145

(259-1703) 7-9-97 bl.



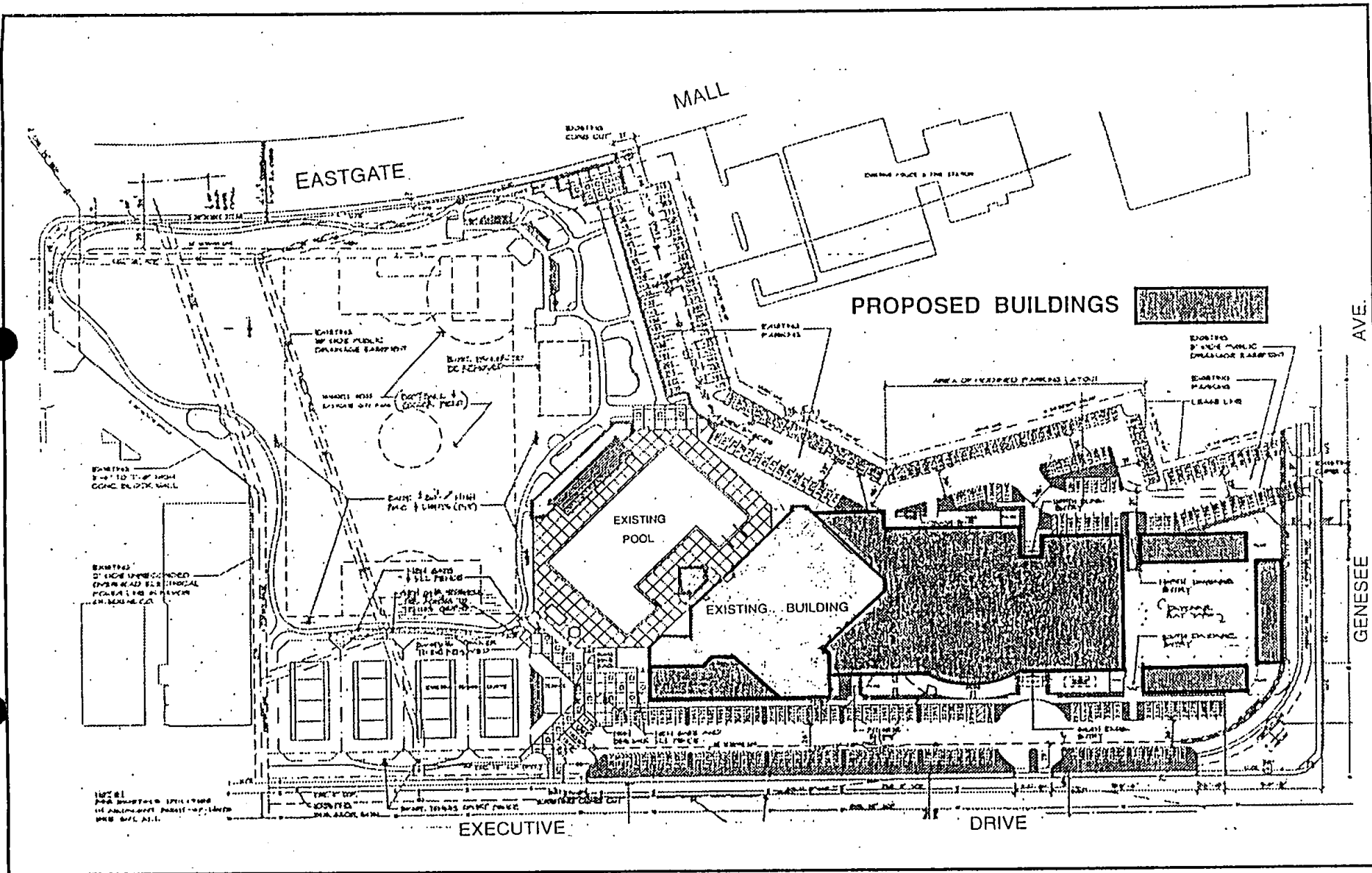
LOCATION MAP

Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

Figure

1



96-7145

(259-1703) 7-9-97 bf.



SITE PLAN

Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

EXHIBIT C

Schedules of Rates & Charges and Days & Hours of Operation are on file in the office of the Real Estate Assets Department.

RESOLUTION NUMBER R- 289599

ADOPTED ON DEC 16 1997

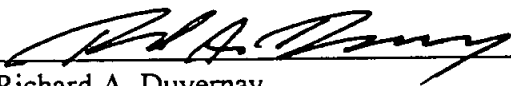
WHEREAS, on July 27, 1981, the Council of The City of San Diego (City) approved a lease agreement with the Jewish Community Center of San Diego (Lessee) for the construction, operation and maintenance of the premises and buildings on the Eastgate Mall Park site for park, recreational, cultural, and educational activities for the benefit of the citizens of San Diego, a copy of the lease agreement is on file in the office of the City Clerk as Document No. RR-254702; and

WHEREAS, City and Lessee now desire to amend the lease agreement to allow for the construction of additional facilities on the site as per the revised General Development Plan (Amended) and to incorporate new City approved lease provisions; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of the City, a First Amendment to Lease with the Jewish Community Center of San Diego, under the terms and conditions set forth in the First Amendment to Lease on file in the office of the City Clerk as Document No. RR- 289599.

APPROVED: CASEY GWINN, City Attorney

By


Richard A. Duvernay
Deputy City Attorney

RAD:lc
11/25/97
Or.Dept.Dev.Svcs.
R-98-626
Form=auagr.frm

Passed and adopted by the Council of San Diego on

DEC 16 1997

by the following vote:

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

NAYS: _____

NOT PRESENT: _____

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: MARY A. CEPEDA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of RESOLUTION NO. R- 289599,
passed and adopted by the Council of The City of San Diego,
California on DEC 16 1997.

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

(SEAL)

By: Mary A. Cepeda, Deputy

RESOLUTION NUMBER R- 289600ADOPTED ON DEC 16 1997

WHEREAS, a Declaration of Restrictions (the "Declaration") effecting portions of Pueblo Lots 1308 and 1317 of the Pueblo Lands of San Diego was recorded on February 3, 1958 in book 6933, page 332, and rerecorded on March 26, 1958 in book 7009, page 168 of the Official Records of the County Recorder of San Diego County, California; and

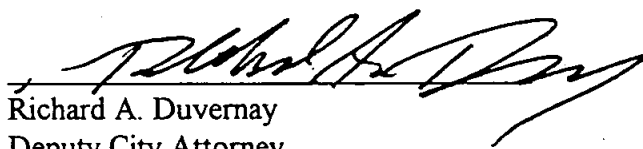
WHEREAS, the Declaration was amended by a First Amendment dated September 2, 1960, recorded September 20, 1960 as File No. 188992 of the Official Records of the County Recorder of San Diego County; a Second Amendment dated June 12, 1962, recorded June 12, 1962 as File No. 100272 of the Official Records of the County Recorder of San Diego County; a Third Amendment dated May 10, 1979, recorded May 21, 1979 as File No. 79-207740 of the Official Records of the County Recorder of San Diego County; and a Fourth Amendment dated August 25, 1980, recorded December 16, 1980 as File No. 80-423134 of the Official Records of the County Recorder of San Diego County; and

WHEREAS, the Jewish Community Center of San Diego leases property commonly known as 4126 Executive Drive, La Jolla, California, from The City of San Diego which is subject to the Declaration, as amended, and proposes to expand the facilities on the property to include a day care center, auditorium/theater, youth center, senior center, library, administrative offices and an expanded/remodeled sports and fitness center (the "Phase II Expansion") and desire to further amend the Declaration to accommodate the Phase II Expansion; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is authorized to execute, on behalf of the City, the Fifth Amendment to Declaration of Restrictions to accommodate the Phase II Expansion of the Jewish Community Center, a copy of which is on file in the office of the City Clerk as Document No. RR- 289600.

APPROVED: CASEY GWINN, City Attorney

By


Richard A. Duvernay
Deputy City Attorney

RAD:lc
11/25/97
Or.Dept:Dev.Svcs.
R-98-627
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David Ester
SIA

(R-98-626)

RESOLUTION NUMBER R- 289599

ADOPTED ON DEC 16 1997

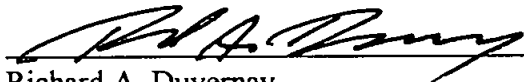
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APPROVED: CASEY GWINN, City Attorney

By



Richard A. Duvernay
Deputy City Attorney

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RESOLUTION NUMBER R-289598

ADOPTED ON DECEMBER 16, 1997

WHEREAS, The City of San Diego, a California corporation, Owner, and the Jewish Community Center of San Diego, a California corporation, Permittee, submitted an application to The City of San Diego for a Conditional Use Permit (CUP) amendment to expand, operate and maintain an existing community center and public park, the Lawrence Family Jewish Community Center, on property located within the Mandell Weiss Community Park, between Genesee Avenue and Regents Road, and legally described as a portion of Parcel 2, Map No. 4967, in the University Community Plan Area, in the OS-P (Open Space - Park) zone; and

WHEREAS, on October 30, 1997, the Planning Commission of The City of San Diego considered CUP No. 96-7145, amending CUP No. 82-0358, pursuant to San Diego Municipal Code section 101.0510, and pursuant to Resolution No. 2565-PC recommended that the City Council approve the permit amendment and related actions; and

WHEREAS, the matter was set for public hearing on December 16, 1997, testimony having been heard, evidence having been submitted, and the City Council having fully considered the matter and being fully advised concerning the same; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that this Council adopts the following findings with respect to CUP No. 96-7145, amending CUP No. 82-0358:

1. The proposed use will not adversely affect the neighborhood, the General Plan, or the Community Plan, and, if conducted in conformity with the conditions provided by the permit, will not be detrimental to the health, safety and general welfare of persons residing or working in the area.

The Mandell Weiss Community Park/Lawrence Family Jewish Community Center is a designated park within the University Community Plan. The park provides major indoor/outdoor recreational facilities and cultural, educational and social opportunities. Open space, passive uses including walking areas, ball parks, and a tot lot are also provided. The Lawrence Family Jewish Community Center (JCC) expansion project proposes to expand and enhance existing services to the community and, as proposed, would not adversely affect the University Community Plan or the General Plan (as amended). Proper maintenance and upgrades to accommodate ADA requirements would be provided. The JCC and proposed addition provides a necessary and desirable service to the community. Conditions contained in CUP No. 96-7145 would ensure compatibility with surrounding land uses.

2. The proposed use will comply with all the relevant regulations in the San Diego Municipal Code.

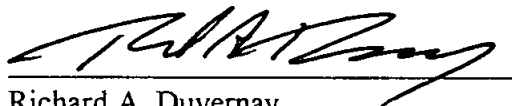
The project with recommended conditions will comply with relevant regulations of the San Diego Municipal Code and City Park regulations.

The above findings are supported by the minutes, maps and exhibits, all of which are herein incorporated by reference.

BE IT FURTHER RESOLVED, that the recommendation of the Planning Commission is sustained, and Conditional Use Permit No. 96-7145, amending CUP No. 82-0358, is hereby granted to The City of San Diego, a California corporation, Owner, and the Jewish Community Center of San Diego, a California corporation, Permittee, under the terms and conditions set forth in the permit attached hereto and made a part hereof.

APPROVED: CASEY GWINN, City Attorney

By



Richard A. Duvernay
Deputy City Attorney

RAD:lc
01/29/97
Or.Dept:Clerk
R-98-787
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Dave Estey
SIA

RESOLUTION NUMBER R- 289597

ADOPTED ON DEC 16 1997

WHEREAS, The City of San Diego has determined that it is both desirable and necessary, in order to adequately plan for the City's future, to establish a Progress Guide and General Plan; and

WHEREAS, the City has further determined that it is appropriate and desirable to create various community plans, which community plans are incorporated into the General Plan, and which community plans provide more specific policies for potential future development in various portions of the City; and

WHEREAS, the Progress Guide and General Plan and community plans are intended to serve as an effective guide for orderly growth and development, preservation and conservation of open space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the plans; and

WHEREAS, on October 30, 1997, the Planning Commission of The City of San Diego held a public hearing to consider an amendment to the University Community Plan and the Progress Guide and General Plan; and

WHEREAS, the Planning Commission approved and recommended adoption by the City Council of the amendment; and

WHEREAS, Council Policy No. 600-7 provides that public hearings to consider revisions of the Progress Guide and General Plan for the City of San Diego may be scheduled concurrently

with public hearings on proposed community plan amendments in order to retain consistency between the plans and the Planning Commission has held such concurrent public hearings; and

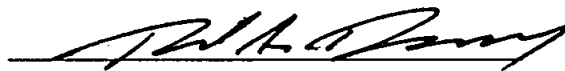
WHEREAS, the Council of The City of San Diego held a public hearing to consider said amendment and has considered all maps, exhibits and written documents contained in the file for this project on record in the City of San Diego, and has considered the oral presentations given at the public hearing; NOW, THEREFORE,

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

1. That it approves the amendment to the University Community Plan and the City of San Diego Progress Guide and General Plan.
2. That it finds that the amendment to the University Community Plan and the City of San Diego Progress Guide and General Plan is consistent with the City adopted Regional Growth Management Strategy, and directs the City Clerk to transmit a copy of this resolution to SANDAG in its capacity as the Regional Planning and Growth Management Review Board.

APPROVED: CASEY GWINN, City Attorney

By


Richard A. Duvernay
Deputy City Attorney

RAD:lc
11/25/97
Or.Dept:Dev.Svcs.
R-98-625
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Dave Estey
S/A

RESOLUTION NUMBER R- 289596

ADOPTED ON DEC 16 1997

WHEREAS, on January 23, 1997, the Lawrence Family Jewish Community Center submitted an application to Development Services for amendments to the University Community Plan, Conditional Use Permit No. 82-0358, City Lease Agreement, and Code Covenant and Restriction for the expansion of the Jewish Community Center; and

WHEREAS, the matter was set for a public hearing to be conducted by the Council of The City of San Diego; and

WHEREAS, the issue was heard by the Council on DEC 16 1997; and

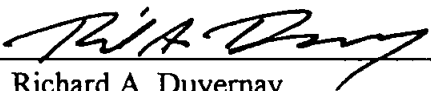
WHEREAS, the Council of The City of San Diego considered the issues discussed in Mitigated Negative Declaration No. 96-7145; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that it is hereby certified that Mitigated Negative Declaration No. 96-7145, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Code of Regulations section 15000 et seq.), that the declaration reflects the independent judgment of The City of San Diego as Lead Agency and that the information contained in the report, together with any comments received during the public review process, has been reviewed and considered by this Council in connection with the approval of an amendment to the University Community Plan and related actions for the expansion of the Jewish Community Center.

BE IT FURTHER RESOLVED, that the Council finds that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study and therefore, that said Mitigated Negative Declaration, a copy of which is on file in the office of the City Clerk and incorporated by reference, is hereby approved.

BE IT FURTHER RESOLVED, that pursuant to California Public Resources Code section 21081.6, the Council hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this body in order to mitigate or avoid significant effects on the environment, a copy of which is attached hereto and incorporated herein by reference.

APPROVED: CASEY GWINN, City Attorney

By 
Richard A. Duvernay
Deputy City Attorney

RAD:lc
11/25/97
Or.Dept:Dev.Svcs.
R-98-628
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EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM

LAWRENCE FAMILY JEWISH COMMUNITY CENTER
AMENDMENTS TO UNIVERSITY COMMUNITY PLAN, CONDITIONAL USE PERMIT No. 82-0358,
CITY LEASE AGREEMENT, and CODE COVENANT AND RESTRICTION

LDR. NO. 96-7145

This mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Land Development Review Division, 1222 First Avenue, Fifth Floor, San Diego, CA 92101. All mitigation measures contained in the Mitigated Negative Declaration (LD. No. 96-7145) shall be made conditions of Amendments to CPA, CUP, CITY LEASE AGREEMENT, CC&R's No. 96-7145 as may be further described below.

1. Prior to the issuance of a Certificate of Occupancy, the applicant shall signalize the intersection of Executive Drive and Regents Road.
2. Prior to the issuance of Certificate of Occupancy, the applicant shall improve the north side of Executive Drive to match the existing 64-foot curb-to-curb within the 83-foot right-of-way, including curb, gutter and sidewalk between Regents Road and Genesee Avenue.
3. Prior to issuance of any building permits, the applicant shall provide proof to the Environmental Analysis Section (EAS) that a shared parking agreement has been approved by the Traffic Engineering Section of the Engineering Department.
5. The above mitigation monitoring and reporting program will require an additional deposit of \$450.00 to be collected prior to the issuance of a building permits to ensure the successful completion of the monitoring program.

R- 289596

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES

AND WHEN RECORDED MAIL TO
PERMIT INTAKE
MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONDITIONAL USE PERMIT (CUP) 96-7145
LAWRENCE FAMILY JEWISH COMMUNITY CENTER (JCC)
AMENDMENT TO CUP NO. 82-0358
CITY COUNCIL

This Permit, Amendment to CUP No. 82-0358, is granted by the Council of The City of San Diego to The City of San Diego, a Municipal corporation, Owner, and the Jewish Community Center of San Diego, a California corporation, Permittee, pursuant to Section 101.0510 of the Municipal Code of The City of San Diego on a 10.49-acre site. The project site is located within the Mandell Weiss Community Park, between Genesee Avenue and Regents Road, in the OS-P Zone (Open Space Park) within the University Community Plan Area. The project site is legally described as a portion of Parcel 2, Map No. 4967.

1. Subject to the terms and conditions set forth in this permit, permission is granted to Permittee to expand, operate and maintain an existing community center and public park described herein as identified by size, dimension, quantity, type and location on the approved Exhibits "A," dated December 16, 1997, on file in the Office of Development Services. The facility shall include:

- a. An approximately 101,163-square-foot community center and recreational building containing a theatre/multipurpose area, kitchen, classrooms, meeting rooms, library, day care center, senior citizen and youth areas, administrative offices and ancillary facilities; and
- b. Landscaping (planting, irrigation and landscape related improvements); and
- c. Off-street parking facilities; and
- d. Accessory improvements determined by the City Manager to be consistent with the land use and development standards in effect for this site per the adopted Community Plan, California Environmental Quality Act

guidelines, public and private improvement requirements of the City Engineer, the underlying zone(s), conditions of this permit, and any other applicable regulations of the Municipal Code in effect for this site.

2. Construction, grading or demolition must commence and be pursued in a diligent manner within 36 months after the effective date of final approval by the City, following all appeals. Failure to utilize the permit within 36 months will automatically void the permit unless an extension of time has been granted. Any such extension of time must meet all the Municipal Code requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decisionmaker.

3. No permit for the construction, occupancy or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this permit be conducted on the premises until:

- a. The Permittee signs and returns the permit to Development Services; and
- b. The permit is recorded in the office of the San Diego County Recorder.

4. Unless this permit has been revoked by The City of San Diego the property included by reference within this permit shall be used only for the purposes and under the terms and conditions set forth in this permit unless otherwise authorized by the City Manager.

5. This permit is a covenant running with the subject property and shall be binding upon the Permittee and any successor or successors, and the interests of any successor shall be subject to each and every condition set out in this permit and all referenced documents.

6. The utilization and continued use of this permit shall be subject to the regulations of this and any other applicable governmental agencies.

7. Issuance of this permit by The City of San Diego does not authorize the applicant for said permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Federal Endangered Species Act of 1973 and any amendments thereto (16 U.S.C. section 1531 et seq.)

8. The applicant shall secure all necessary building permits. The applicant is informed that to secure these permits, substantial modifications to the building and/or site

improvements to comply with applicable building, fire, mechanical and plumbing codes and State law requiring access for disabled people may be required.

9. Before issuance of any building permits, complete grading and working drawings shall be submitted to the City Manager for approval. Plans shall be in substantial conformity to Exhibit "A," dated December 16, 1997, on file in the Office of Development Services. No change, modifications or alterations shall be made unless appropriate applications or amendment of this permit shall have been granted.

10. All of the conditions contained in this Permit have been considered and have been determined to be necessary in order to make the findings required for this discretionary permit. It is the intent of the City that the holder of this Permit be required to comply with each and every condition in order to be afforded special rights which the holder of the Permit is obtaining as a result of this Permit. It is the intent of the City that the Owner of the property which is the subject of this Permit either utilize the property for any use allowed under the zoning and other restrictions which apply to the property or, in the alternative, that the Owner of the property be allowed the special and extraordinary rights conveyed by this Permit, but only if the Owner complies with all the conditions of the Permit.

In the event that any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new Permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the Permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo and the discretionary body shall have the absolute right to approve, disapprove or modify the proposed Permit and the condition(s) contained therein.

11. All projects submitted for plan check for the purpose of obtaining building permits shall concurrently submit building plans which meet the submittal requirements of the "Applicant's Guide to Project/Permit Applications," items 11 through 29, as applicable; together with appropriate plan check fees.

12. This Conditional Use Permit and corresponding use of this site shall expire on the same date as the lease agreement with the City. Upon expiration of this permit, the facilities and improvements described herein shall be removed from this site and

the property shall be restored to its original condition preceding approval of this permit.

13. Prior to the expiration date of this CUP, the Permittee may submit a new Conditional Use Permit application to the City Manager for consideration with review and a decision by the appropriate decisionmaker at that time.

14. This permit may be developed in phases. Each phase shall be reserved for consistency with the conditions and exhibits approved for each respective phase (per the approved Exhibits "A," dated December 16, 1997, on file in the Office of Development Services).

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

15. Prior to the issuance of a Certificate of Occupancy, the applicant shall signalize the intersection of Executive Drive and Regents Road.

16. Prior to the issuance of a Certificate of Occupancy, the applicant shall improve the north side of Executive Drive to match the existing 64-foot curb-to-curb within the 83-foot right-of-way, including curb, gutter and sidewalk between Regents Road and Genesee Avenue.

17. Prior to issuance of any building permits, the applicant shall provide proof to the Environmental Analysis Section (EAS) that a shared parking agreement has been approved by the Traffic Engineering Section of the Engineering Department.

18. The above Mitigation, Monitoring and Reporting Program will require an additional deposit of \$450 to be collected prior to the issuance of building permits to ensure the successful completion of the monitoring program.

ENGINEERING REQUIREMENTS:

19. All grading shall conform to requirements in accordance with Sections 62.0401-62.0423 of The City of San Diego Municipal Code in a manner satisfactory to the City Engineer.

20. The drainage system proposed with development of this site is subject to approval of the City Engineer.

21. Prior to building occupancy, the applicant shall conform to San Diego Municipal Code section 62.0203, Public Improvement Subject to Desuetude or Damage. If repair or replacement of such public improvements is required, the owner shall obtain the required permits for work in the public right-of-way, satisfactory to the permit-issuing authority.

22. Prior to the issuance of any building permits, the applicant shall assure by permit and bond, the installation of all driveways, satisfactory to the City Engineer.

23. Prior to the issuance of any building permits, the applicant shall:

- a. Ensure that building address numbers are visible and legible from the street (UFC 10.208).
- b. Show the location of all fire hydrants on the plot plan (UFC 10.301).

PLANNING/DESIGN REQUIREMENTS:

24. No fewer than 357 off-street parking spaces shall be provided (approximately 305 on-site and 52 off-site) maintained on the property at all times in the approximate locations shown on the approved Exhibits "A," dated December 16, 1997, on file in the Office of Development Services. Parking spaces shall comply at all times with San Diego Municipal Code Chapter X, Article 1, Division 8, and shall not be converted for any other use unless otherwise authorized by the City Manager.

25. Permission is granted to Owner/Permittee to provide off-premises parking for required on-site parking to accommodate the special events and high-peak use days in accordance with San Diego Municipal Code section 101.0822, Shared Parking, subject to the following:

- a. The Owner/Permittee shall furnish the City with copies of current shared parking agreements and/or signed leases serving such off-premises parking spaces.
- b. Any changes in the parking agreements shall require review and approval by the City Manager.
- c. The off-premises parking facility for this site shall be maintained by the Owner/Permittee. The Owner/Permittee shall insure no substantial conflict in the principal operating hours of the building for which the parking is provided.
- d. The Permittee shall provide adequate signs on the parking facility premises and at the JCC indicating that such spaces are available for use by the patrons of the JCC.

26. There shall be compliance with the regulations of the underlying zone(s) unless a deviation to a specific regulation(s) is approved as a provision of this permit. Where there is a conflict between a provision of this permit (including exhibits)

and a regulation of the underlying zone, the regulation shall prevail unless the provision was specifically approved as part of this permit.

27. Any future requested amendment to this permit shall be reviewed for compliance with the regulations of the underlying zone(s) which are in effect on the date of the submittal of the requested amendment.

28. All signage associated with this development shall be consistent with sign criteria established by either of the following:

a. Any existing and proposed signage, as well as any advertising literature, must indicate that the facility is affiliated with The City of San Diego and open to the general public and shall be reviewed and approved by the City Manager.

b. Citywide sign regulations.

29. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and all lighting shall comply with The City of San Diego Light Pollution Ordinance.

30. The use of textured or enhanced paving shall meet applicable City standards as to location, noise and friction values.

31. The subject property and associated common areas on site shall be maintained in a neat and orderly fashion at all times.

32. Outdoor storage of merchandise, material and equipment is permitted in any required interior side or rear yard, provided the storage area is completely enclosed by walls, fences or a combination thereof. Walls or fences shall be solid and not less than six feet in height and, provided further, that no merchandise, material or equipment stored not higher than any adjacent wall.

33. No mechanical equipment, tank, duct, elevator enclosure, cooling tower or mechanical ventilator or air conditioner shall be erected, constructed, converted, established, altered or enlarged on the roof of any building, unless all such equipment and appurtenances are contained within a completely enclosed structure whose top and sides may include grillwork, louvers and latticework.

34. No merchandise, material or equipment shall be stored on the roof of any building.

35. No mechanical equipment shall be erected, constructed, or enlarged on the roof of any building on this site, unless all such equipment is contained within a completely enclosed architecturally integrated structure.

LANDSCAPE REQUIREMENTS:

36. Prior to issuance of any grading or building permits, complete landscape construction documents, including plans, details and specifications (including a permanent automatic irrigation system unless otherwise approved), shall be submitted to the City Manager for approval. The construction documents shall be in substantial conformance with Exhibit "A," Landscape Concept Plan, dated December 16, 1997, on file in the Office of Development Services. No change, modification or alteration shall be made unless appropriate application or amendment of this Permit shall have been granted.

37. Prior to issuance of any Certificate of Occupancy it shall be the responsibility of the Permittee to install all required landscape and obtain all required landscape inspections and to obtain a No Fee Street Tree Permit for the installation, establishment and on-going maintenance of all street trees. Copies of these approved documents must be submitted to the City Manager.

38. All required landscape shall be maintained in a disease, weed and litter free condition at all times and shall not be modified or altered unless this Permit has been amended. Modifications such as severe pruning or "topping" of trees is not permitted unless specifically noted in this Permit. The Permittee, or subsequent Owner, shall be responsible to maintain all street trees and landscape improvements consistent with the standards of the *Landscape Technical Manual*.

39. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved plans is damaged or removed during demolition, it shall be repaired and/or replaced in kind and equivalent size per the approved plans within 30 days of completion of construction by the Permittee. The replacement size of plant material after three years shall be the equivalent size of that plant at the time of removal (the largest size commercially available and/or an increased number) to the satisfaction of the City Manager.

APPROVED by the Council of The City of San Diego on December 16, 1997, by Resolution No. R-289598.

L:\DUVERNAY\PERMITS\96-7145.PER

AUTHENTICATED BY THE CITY MANAGER

By _____

The undersigned Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Permittee hereunder.

The City of San Diego
a California corporation
Owner

By _____

Jewish Community Center of San Diego
a California corporation
Permittee

By _____

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1180 et seq.**

1/29/98

LADUVERNAYPERMITS96-7145.PER