

COPY

FIRST AMENDMENT TO RESTATED LEASE AGREEMENT OF 1984 WITH OLD GLOBE THEATRE

This FIRST AMENDMENT TO RESTATED LEASE AGREEMENT OF 1984 WITH OLD GLOBE THEATRE ("Amendment") is made by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and THE OLD GLOBE THEATRE, a California nonprofit corporation ("LESSEE"), to be effective the first day following adoption by City Council (the "Effective Date"), as follows:

RECITALS

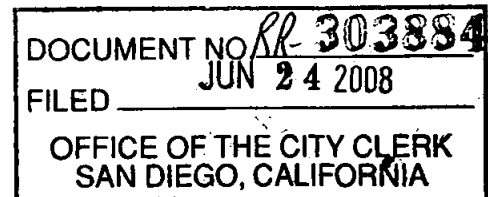
- A. CITY, as lessor, and LESSEE, as lessee, are parties to that certain RESTATED LEASE AGREEMENT OF 1984 WITH OLD GLOBE THEATRE (the "Lease") dated April 2, 1984, relating to CITY-owned real property located in Balboa Park, San Diego, California, consisting of the land together with those buildings known as "The Old Globe Theatre," the "Cassius Carter Center Stage" and the "Festival Stage", all as more particularly described on Exhibit "A" of the Lease.
- B. LESSEE would like to add to the "Leased Premises," as defined by the Lease, that portion of Balboa Park known as "The Sunken Gardens."
- C. LESSEE has no need for, and is currently not using, that portion of the "Leased Premises" located behind the Festival Stage, as specifically identified in the Jones & Jones Study (the "Back Lot").
- D. CITY would like an option to reclaim the Back Lot for possible use in connection with the future development of a circulation plan.

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

1. Premises.

1.1 Section II.A, Leased Premises, of the Lease shall be amended by adding the area described in Exhibit "A" and shown in Exhibit "B".

In exchange for the addition of the Sunken Gardens to the Leased Premises per 1.1, LESSEE hereby grants to CITY, for no additional consideration, an option to reclaim the Back Lot, as defined above. CITY may exercise this option upon City's approval of a circulation plan and certification of any necessary environmental document related to such circulation plan that includes use of the Back Lot. This option shall be exercised only by written notice to LESSEE, as provided in Section V.C.9 of the Lease.



1.2 Upon exercise of the above option, Section II.A, Leased Premises, of the Lease shall be amended by deleting the area described in Exhibit "A" and shown in Exhibit "B".

2. Insurance. Section V.B.7, Insurance, of the Lease shall be deleted in its entirety and replaced with the following:

7. Insurance.

Upon execution and delivery of this Lease, LESSEE shall deliver to CITY a current certificate of insurance for:

- 1) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of Four Million Dollars (\$4,000,000); and
- 2) Workers' Compensation Insurance, as required by the laws of the State of California for all of LESSEE'S employees who are subject to this Lease, with Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000).
 - a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
 - b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department.
 - c. Qualified Insurer(s). All insurance required by the terms of this Lease must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
 - d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

- e. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease.
- f. Modification. To assure protection from and against the kind and extent of risk existing on the Premises, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY'S reasonable re-evaluation of risk levels related to LESSEE'S use of the Premises.
- g. Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- h. Failure to Comply. Notwithstanding any other provision of this Lease to the contrary, if LESSEE'S failure or refusal to obtain or maintain insurance as required by this Lease, or failure to provide proof of insurance, shall be a default of this Lease.
- i. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all insurable property on the Premises in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver to CITY a certificate of such insurance.

3. Indemnification. Section V.B.8, Indemnification, of the Lease shall be deleted in its entirety and replaced with the following:

8. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, 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 PERMITTEE'S officers, employees, agents, contractor's, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S Operations, and all expenses of investigating and

defending against same, including without limitation reasonable attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

4. Covenants by LESSEE. Section V.B, Covenants by Lessee, shall be amended by adding the following:

21. Administrative Costs. LESSEE shall pay to CITY administrative fees as required under CITY'S schedule of such fees as an offset to administrative costs incurred for CITY staff services that are of benefit to LESSEE. LESSEE shall pay an initial amount of two thousand five hundred dollars (\$2,500.00) per Lease Year, paid annually. The first payment is due within thirty (30) days of the effective date of this amendment, and is due annually on the anniversary date of the effective date of this amendment. The administrative fee is subject to annual adjustments based on percentage increases in the Consumer Price Index (CPI) as provided below.

1. CPI Adjustments. On the anniversary date of each year following the effective date of this amendment, the administrative fee shall be adjusted to reflect the percentage increase in the CPI based on the average of the indices for the third quarter (July, August, September) of the calendar year prior to each adjustment.

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Riverside/Orange County, 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 Administrative Fee adjustment is calculated using an index from a different base year than 1982-84, 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.

In no event shall the adjusted Administrative Fee as established by the CPI be less than the fee in existence immediately prior to the adjustment date. The failure of CITY to deliver timely notice of any Administrative Fee adjustment shall not constitute a waiver by CITY of its rights hereunder.

2. CPI Adjustment Computation. The Administrative Fee for each one (1) year period shall be calculated by CITY as follows:

The "adjustment multiplier" shall be established by dividing the "current index" by the "base index" as defined below.

The "base index" denominator for the calculation is 178.5. This is a fixed number representing the three (3) month average of index figures published by the CPI using the months of July, August and September 2001.

The "current index" numerator for the calculation is a variable number that shall be the three (3) month average of index figures published by the CPI using the months of July, August and September of the calendar year preceding the adjustment date.

The "base figure" for purposes of calculating the annual adjustment shall be a fixed amount of two thousand five hundred dollars (\$2,500).

Example Calculation

$$\begin{array}{r} \text{Current Index (Third Quarter 2004)} \quad 193.6667 \\ \div \\ \text{Base Index (Third Quarter 2001)} \quad \underline{178.5} = \\ \text{Adjustment Multiplier} \quad 1.0850 \end{array}$$

The "base figure" is then multiplied by the adjustment multiplier to determine the new Administrative Fee. Using the foregoing example, the adjusted Administrative Fee is calculated as follows:

$$\begin{array}{r} \$2,500.00 \quad (\text{Base Figure}) \\ \times \underline{1.0850} \quad (\text{Adjustment Multiplier}) \\ \$2,712.50 \quad (\text{Adjusted Fee}) \end{array}$$

3. Delinquent Administrative Fee. If LESSEE fails to pay the administrative fee ("fee") when due, LESSEE shall pay, in addition to the unpaid fee, five percent (5%) of the delinquent fee. If the fee 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 fee delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payment of the fee be less than Twenty-five Dollars (\$25).

22. Drug-free Workplace. LESSEE shall comply with 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 is prohibited on the Premises and specifying the actions that will be taken against employees for violations of the prohibition;
- b. Establish a drug-free awareness program to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. LESSEE'S policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. penalties that may be imposed upon employees for drug abuse violations;

AND

- c. Include in each sublease agreement language indicating the sublessee's agreement to abide by these provisions for a drug-free workplace.

LESSEE and its sublessees shall each be responsible for their own drug-free workplace program.

23. Disabled Access Compliance. LESSEE shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code), the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include without limitation 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;

1. Where required by law, LESSEE shall, at LESSEE'S sole cost and in conformance with all applicable building codes, comply with CITY'S disabled access requirements by making accessible any areas of the Premises which deny access to disabled persons; and

2. LESSEE shall include language in each sublease agreement indicating the sublessee's agreement to abide by the foregoing provisions.

LESSEE and each of its sublessees shall be individually responsible for their own ADA compliance program. LESSEE'S failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Lease.

24. Hazardous Substances. LESSEE shall not allow the installation or release of hazardous substances in, on, under, or from the Sublease Premises by LESSEE, its officers, employees, invitees, guests, agents, or contractors ("LESSEE Parties"). LESSEE Parties shall not store, utilize, or sell any hazardous substance on the Sublease Premises without CITY'S prior written consent. 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, leaching, 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 of California'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 into this Sublease.

a. Remediation. If any release of a hazardous substance occurs as a result of LESSEE'S use, development or maintenance of the Sublease Premises ("LESSEE'S Operations"), LESSEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities.

b. Indemnity. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S Operations, 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.

c. Notice of Release. If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or within the Sublease Premises, LESSEE shall give written notice to CITY within three (3) business days after receipt of such knowledge or cause for belief. 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 CITY by the most immediate means available and immediately

upon receipt of such knowledge or belief and shall take all actions necessary to minimize the danger. LESSEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private lawsuits related to the Sublease Premises.

d. Environmental Assessment. Upon reasonable cause to believe that LESSEE'S use, development, or maintenance of the Sublease Premises ("LESSEE'S Operations"), resulted in a hazardous substance being released on or from the Sublease Premises, CITY may cause an environmental assessment of the Sublease Premises to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by LESSEE'S Operations and in what quantities. If any such hazardous substances exist in quantities greater than allowed by municipal, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such 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, or if LESSEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and LESSEE shall pay all costs and expenses therefor. If the environmental assessment conclusively establishes that LESSEE'S Operations did not result in a hazardous substance being released on or from the Sublease Premises, CITY shall reimburse LESSEE for the cost of the assessment.

25. Water Quality Assurances.

LESSEE shall comply with San Diego Municipal Code Article 3, Division 3: Stormwater Management and Discharge Control ("Code"), and employ "Best Management Practices" including a "Storm Water Pollution Prevention Plan" as those terms are defined by the Code (collectively, "Prevention Plan") and as approved by CITY under its Stormwater Management Program. Within the first ninety (90) days of the Term, LESSEE shall submit a Prevention Plan satisfactory to CITY that will control erosion and reduce the amount of "Pollutants," as defined by the Code, and other sediments discharged from the Premises. CITY may review the Prevention Plan periodically. Within ninety (90) days after written notice from CITY requesting an update of the Prevention Plan, LESSEE shall submit an updated Prevention Plan to CITY'S satisfaction. LESSEE shall implement all changes to the Prevention Plan as required by CITY and to ensure compliance with all applicable laws, ordinances, and regulations. LESSEE shall inform its employees, contractors, subcontractors, agents and vendors of the Prevention Plan and ensure their compliance therewith.

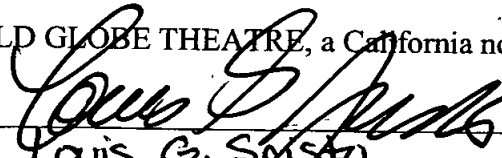
5. Other Changes. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed to be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

BY: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

THE OLD GLOBE THEATRE, a California nonprofit corporation

BY: 
Name: Louis G. Smith
Title: CEO/Executive Producer

ENVIRONMENTAL CLEARANCE:

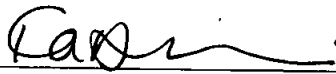
Issuance of this Lease is Categorically Exempt from CEQA pursuant to State CEQA Guidelines Section 15301.

City of San Diego Development Services Department
Environmental Analysis Section

BY: 
Name and Title: Myra Herrmann, Senior Planner

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. AGUIRRE, City Attorney

BY: 
Kimberly Ann Davies, Deputy City Attorney

RBF CONSULTING
9755 Clairemont Mesa Boulevard, Suite 100
San Diego, California 92124

Date 02/06/2008
JN 25-102358

EXHIBIT 'A'
LEGAL DESCRIPTION - LEASE SITE FOR OLD GLOBE THEATER AREA

Portions of that land commonly known as Balboa Park, as shown on Plat entitled Old Globe Theater Lease Areas, being North of the Plaza-de-California, also being a part of the Pueblo Lands as shown on Miscellaneous Map No. 36, as recorded in the San Diego County Recorder's Office, and being within the City of San Diego, County of San Diego, State of California, being more particularly described as follows:

PARCEL "A"

COMMENCING at a City Engineer's disc in the Westerly sidewalk at the intersection of "Village Place" and "Laurel Street Prado Area", as shown on City of San Diego Field Notes, W.O. 117278, dated February 13, 1975, Index 206-1722; thence North 89°53'17" West, 782.12 feet, to a nail and disc, also shown on the above-described Field Notes; thence North 63°01'24" West 756.45 feet, to a point which is the intersection of the Northerly extension of the existing fence line to the South and the Westerly extension of the existing back-of-curb line to the east, said point being the **TRUE POINT OF BEGINNING**; thence South 89°18'12" East, along the extension of said back-of-curb line and along the back-of-curb, 214.38 feet to the beginning of a tangent 40.00 foot radius curve concave Southwesterly; thence Southeasterly along said curve and along said back-of-curb, 31.78 feet, through a central angle of 45°30'52", to a point of compound curvature, said point being the beginning of an 84.50 foot radius curve concave Southwesterly; thence Southeasterly along said curve and along said back-of-curb, 28.53 feet, through a central angle of 19°20'41" to a point of tangency; thence South 24°26'39" East, along said back-of-curb, 62.77 feet to a point on the front of a curved retaining wall and the beginning of a tangent curve concave westerly and having a radius of 18.41 feet; thence along the front of said retaining wall and said curve southerly 13.32 feet through a central angle of 41°27'39"; thence leaving said retaining wall and non-tangent from said curve South 08°14'25" East 18.73 feet; thence South 25°42'00" East 16.79 feet to a point on a non-tangent curve concave northeasterly and having a radius of 99.00 feet, a radial line of said curve from said point bears North 56°06'33" East; thence along said curve southeasterly 100.00 feet through a central angle of

57°52'20"; thence non-tangent from said curve South 22°59'37" East 12.80 feet to the exterior surface of the Sculpture Garden Fence, said point being on a non-tangent curve concave northerly and having a radius of 208.00 feet, a radial line of said curve from said point bears North 14°34'53" West; thence along said exterior surface of the Sculpture Garden Fence and said curve westerly 51.15 feet through a central angle of 14°05'26" to a point of reverse curvature with a curve concave southeasterly and having a radius of 38.90 feet, a radial line of said curve from said point bears South 00°29'27" East; thence continuing along said fence and along said curve westerly 18.41 feet through a central angle of 27°06'44" to a point of compound curvature with a curve concave southeasterly and having a radius of 24.30 feet, a radial line of said curves from said point bears South 27°36'11" East; thence continuing along said fence and along said curve southwesterly 26.29 feet through a central angle of 61°59'26"; thence continuing along said fence and it's tangential projection and tangent from said curve South 00°24'23" West 103.32 feet; thence North 89°51'37" West 61.22 feet to a point on a 1.00 foot offset line that lies easterly of the exterior wall of the Museum of Man; thence following the easterly and northerly exterior wall lines of the Museum of Man at a 1.00 foot offset line the following courses: North 00°19'24" East 26.58 feet; thence North 89°48'50" West 66.58 feet; thence North 00°28'43" East 3.47 feet; thence North 89°31'17" West 7.52 feet; thence North 00°04'31" East 57.57 feet; thence North 89°48'28" West 1.97 feet; thence North 00°11'32" East 20.14 feet; thence North 89°48'28" West 20.00 feet; thence North 00°11'32" East 2.00 feet; thence North 89°48'28" West 14.00 feet; thence along and leaving said 1.00 foot offset line North 00°11'32" East 17.00 feet to a point on the easterly extension of the back of a two-foot high concrete wall north of the Museum of Man; thence along said extension of the back of a two-foot high concrete wall and along said back-of-wall North 89°52'12" West 30.11 feet, to the beginning of a tangent 2.50 foot radius curve concave Southeasterly; thence Southwesterly along said curb and along said back-of-wall, 3.93 feet, through a central angle of 90°09'45", to a point of tangency; thence South 00°01'57" East, along said back-of-wall, 6.57 feet, to the beginning of a tangent 6.00 foot radius curve concave Northwesterly; thence Southwesterly along said curve and along said back-of-wall, 9.41 feet, through a central angle of 89°50'35", to a point of tangency; thence South 89°48'38" West, along said back-of-wall, 26.37 feet to a point on the back-of-wall which is also on the extension of an exterior building wall line of the Museum of Man ; thence South 00°28'29" West, along the extension of said exterior building wall line and along the building wall, 24.68 feet, to an angle point in said wall; thence South 87°26'13" West, 1.78 feet, to an angle point in said wall; thence South 01°30'23" West, 1.73 feet, to an angle point in said wall; thence North 89°41'33" West, along said wall, 62.86

feet, to the Southwesterly corner of a wall which runs North from the Museum of Man; thence North $00^{\circ}13'21''$ West, along the face of said wall and along an existing chain link fence and the Northerly extension thereof, 247.52 feet to the TRUE POINT OF BEGINNING.

Containing 1.808 acres, more or less.

PARCEL B

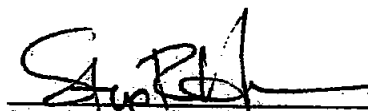
COMMENCING at a Engineer's disc in the Westerly sidewalk at the intersection of "Village Place" and "Laurel Street Prado Area," as shown on City of San Diego Field Notes, W.O. 117278, dated February 13, 1975, Index 206-1722; thence North $89^{\circ}53'17''$ West, 782.12 feet, to a nail and disc, also shown on the above-described Field Notes; thence continuing North $49^{\circ}14'30''$ West 540.89 feet, to the TRUE POINT OF BEGINNING which is on the back-of-curb, said point also being a point on a 38.00-foot radius curve, the center of which bears North $88^{\circ}17'55''$ West from said point; thence North $87^{\circ}06'23''$ East, 60.74 feet, to a $1\frac{1}{2}$ -inch diameter steel fence post; thence North $05^{\circ}44'06''$ West, along the fence, 27.19 feet, to the intersection with a fence running East and West; thence North $89^{\circ}44'20''$ East, along said fence, 86.97 feet, to an angle point; thence South $89^{\circ}15'36''$ East, along said fence, 68.86 feet, to the point of intersection with a 6-foot chain-link fence running Southwesterly from said intersection, said point also being a point on a 152.41 foot radius curve concave Northwesterly, the center of which bears North $80^{\circ}02'46''$ West from said point; thence Southwesterly along said curve and along said fence, 84.06 feet, through a central angle of $31^{\circ}36'07''$, to an angle point; thence South $63^{\circ}16'39''$ East, along said fence, 16.52 feet, to an angle point; thence South $52^{\circ}39'11''$ East, along said fence and along the extension of said fence line, 42.93 feet, to a point on the back-of-curb; thence South $27^{\circ}31'01''$ West, along said back-of-curb, 28.59 feet, to the beginning of a tangent 115.00 foot radius curve concave Northwesterly; thence Southwesterly along said curve and along said back-of-curb, 64.51 feet, through a central angle of $32^{\circ}08'33''$, to a point of tangency; thence South $59^{\circ}39'34''$ West, along said back-of-curb, 34.57 feet, to the beginning of a 56.00 foot radius curve, concave Northerly; thence Westerly along said curve and along said back-of-curb, 93.51 feet, through a central angle of $95^{\circ}40'14''$, to a point of tangency; thence North $24^{\circ}40'12''$ West, along said curve and along said back-of-curb, 97.11 feet, to the beginning of a tangent 227.00 foot radius curve, concave Southwesterly; thence Northwesterly along said curve and along said back-of-curb, 36.82 feet, through a central angle of $09^{\circ}17'32''$, to a point of reverse curvature, said point being the beginning of a 20.00 foot radius curve, concave Easterly;

thence Northerly along said curve and along said back-of-curb, 16.87 feet, through a central angle of $48^{\circ}20'15''$, to a point of reverse curvature, said point being the beginning of a 28.00 foot radius curve, concave Southwesterly; thence Northerly along said curve and along said back-of-curb, 6.19 feet, through a central angle of $12^{\circ}40'25''$, to the TRUE POINT OF BEGINNING.

Containing 0.738 acres, more or less.

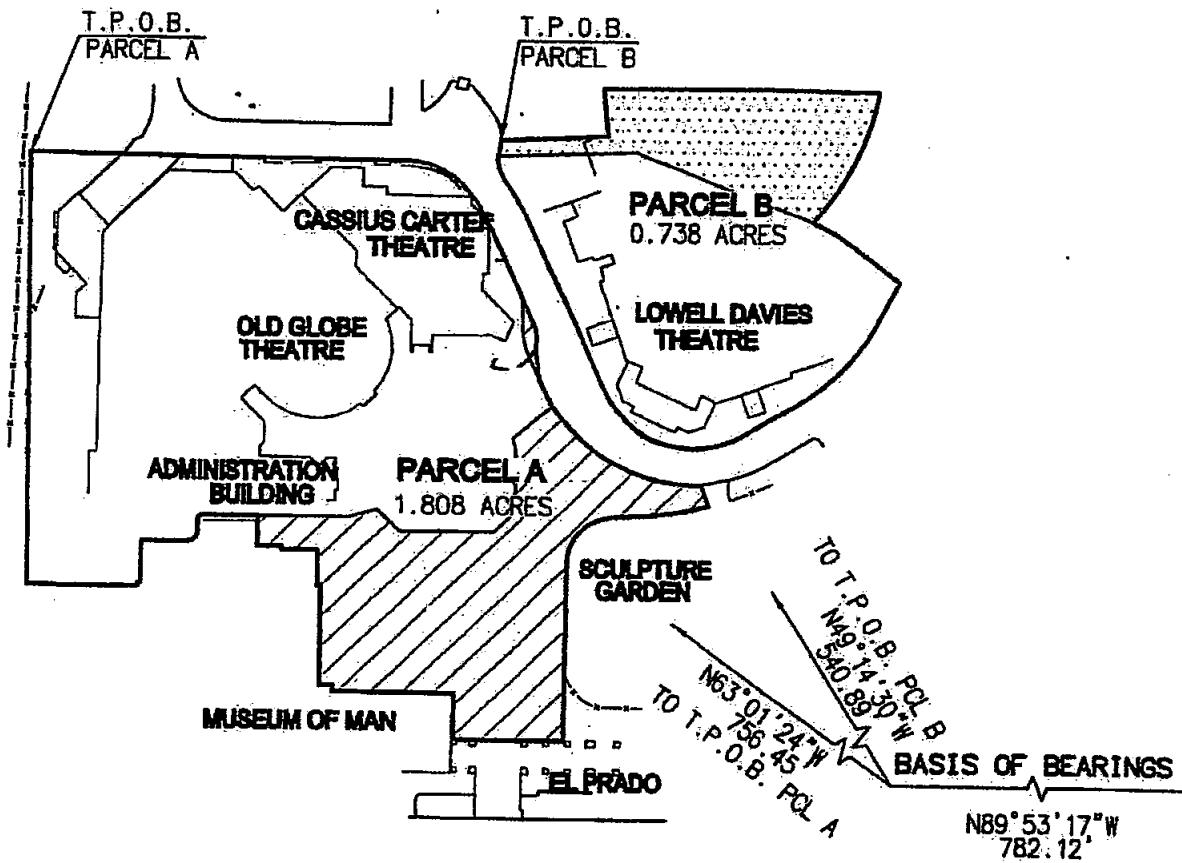
EXHIBIT "B" attached and by this reference made a part of hereof.

This description was prepared by me or under my direction.


Stephen R. Hawxhurst, LS 7355
Expires 12/31/09



BALBOA PARK



SCALE: 1"=100'



A1 - AREA ADDED TO LEASED PREMISES PURSUANT TO THIS AMENDMENT



A2 - BACKLOT AREA SUBJECT TO CITY OPTION

EXHIBIT "B"
SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
LEASE AREAS

RBF
CONSULTING

SHEET 1 OF 4 SHEETS
PLANNING • DESIGN • CONSTRUCTION

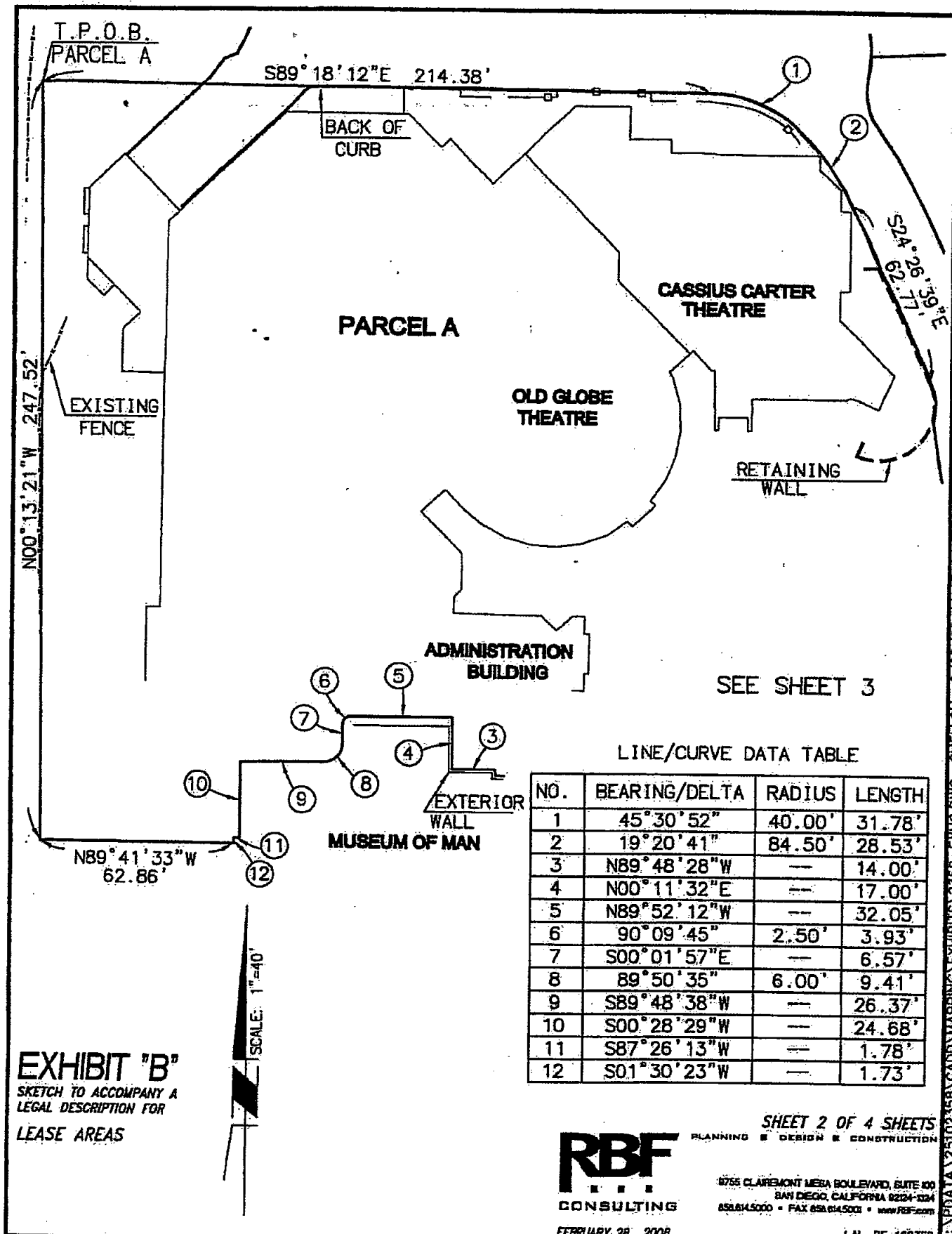
9755 CLAREMONT MESA BOULEVARD, SUITE 100
SAN DIEGO, CALIFORNIA 92124-3324
656.614.5000 • FAX 656.614.5001 • WWW.RBF.COM

FEBRUARY 28, 2008

J.N. 25-102358

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RBF
CONSULTING

SHEET 2 OF 4 SHEETS
PLANNING • DESIGN • CONSTRUCTION

8755 CLAREMONT MEBA BOULEVARD, SUITE 100
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FEBRUARY 28, 2008

J.N. 25-102358

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OLD GLOBE
THEATRE

SEE SHEET

2

RETAINING
WALL

CASSIUS CARTER
THEATRE

N72°59'00"W(R)

N56°06'33"E(R)

PARCEL B

LOWELL DAVIES
THEATRE

SEE SHEET 4

ADMINISTRATION
BUILDING

N00°11'32"E
2.00'

PARCEL A

Δ=27°06'44"
R=38.90' L=18.41'

N27°36'11"W(R)

Δ=61°59'26"
R=24.30' L=26.29'

N89°35'37"W(R)

Δ=14°05'26"
R=208.00'
L=51.15'

N00°29'27"W(R)

N14°34'53"W(R)

S22°59'37"E
12.80'

Δ=41°27'39"
R=18.41'
L=13.32'

S08°14'25"E
18.73'

S25°42'00"E
16.79'

Δ=57°52'20"
R=99.00'
L=100.00'

N01°45'47"W(R)

N00°04'31"E
57.57'

N89°48'28"W
20.00'

N00°11'32"E
20.14'

N89°48'28"W
1.97'

N89°31'17"W
7.52'

N00°28'43"E
3.47'

N89°48'50"W
66.58'

N00°19'24"E
26.58'

S00°24'23"W
103.32'

SCULPTURE GARDEN

SCULPTURE GARDEN
FENCE

MUSEUM OF MAN

EXTERIOR
WALL

N89°51'37"W
61.22'

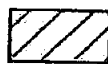
ARCADE
EL PRADO

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

LEASE AREAS

SCALE: 1"=40'



A1 - AREA ADDED TO LEASED
PREMISES PURSUANT TO THIS
AMENDMENT

RBF
CONSULTING

SHEET 3 OF 4 SHEETS
PLANNING & DESIGN & CONSTRUCTION

9725 CLAREMONT MESA BOULEVARD, SUITE 100
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FEBRUARY 28, 2008

J.N. 25-102358

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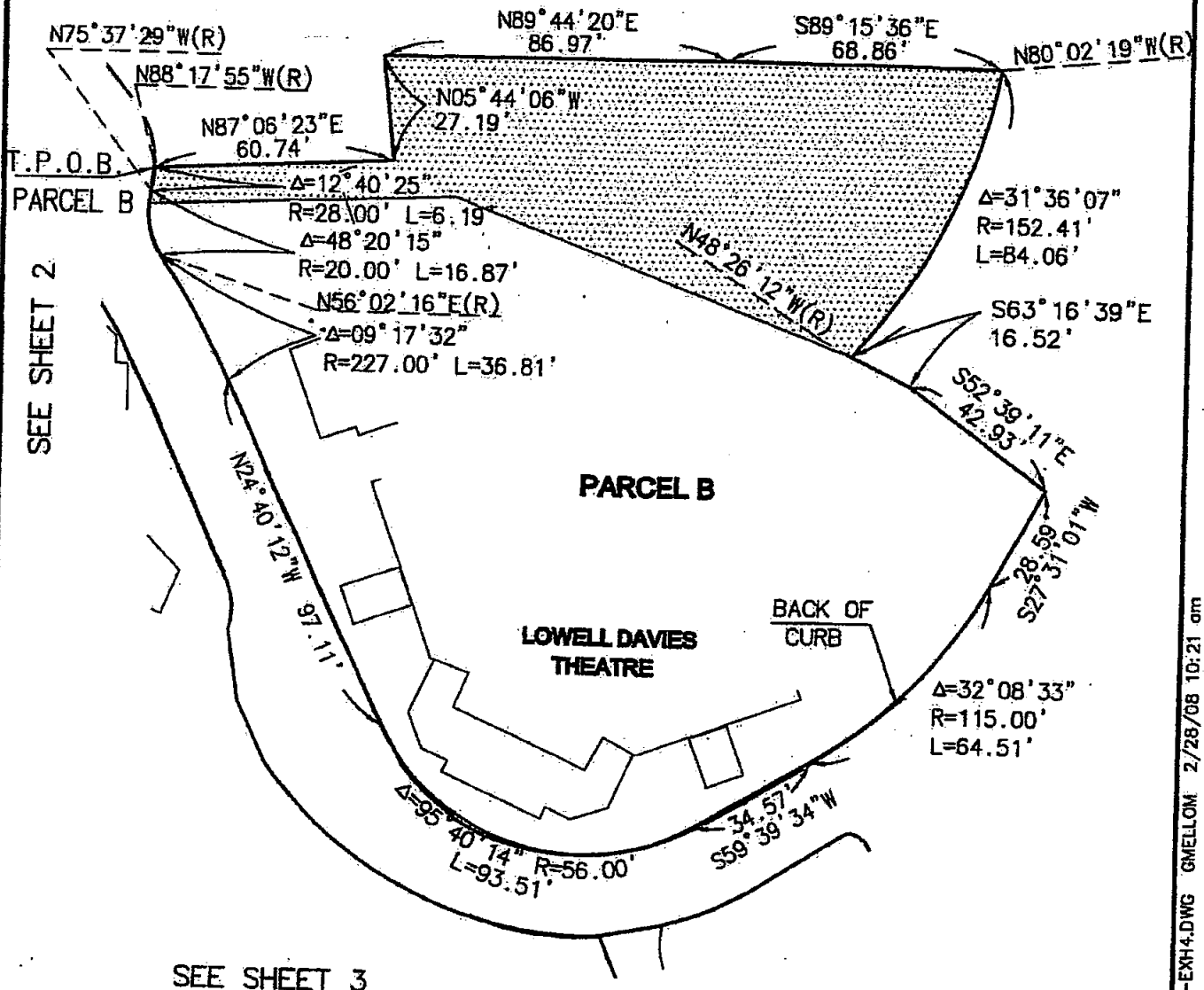
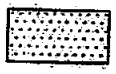


EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 LEASE AREAS



A2 - BACKLOT AREA SUBJECT
 TO CITY OPTION

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SHEET 4 OF 4 SHEETS
 PLANNING ■ DESIGN ■ CONSTRUCTION

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FEBRUARY 28, 2008

J.N. 25-102358

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RESOLUTION NUMBER R- 303884

DATE OF FINAL PASSAGE JUN 26 2008

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AN AMENDMENT TO THE
LEASE AGREEMENT WITH THE OLD GLOBE THEATRE
ADDING THE SUNKEN GARDENS TO THE LEASEHOLD
AND PROVIDING THE CITY OF SAN DIEGO WITH AN
OPTION ON THE BACK LOT.

WHEREAS, the City of San Diego [City] and the Old Globe Theatre [Old Globe] entered
into a Restated Lease Agreement of 1984, dated April 2, 1984, filed in the Office of the City
Clerk as document number RR-260398 [Lease]; and

WHEREAS, the Old Globe has maintained the landscaping and has obtained permits for
various functions over the past several years to use an area outside of its leasehold known as the
Sunken Gardens, more particularly described in Exhibit A: Legal Description to the proposed
First Amendment to Restated Lease Agreement of 1984 [Amendment]; and

WHEREAS, the Old Globe would now like to add the Sunken Gardens to its leasehold;
and

WHEREAS, the Old Globe is not currently using that portion of the leased
premises located behind the Festival Stage known as the Back Lot, more particularly described
in Exhibit B: Legal Description to the Amendment; and

WHEREAS, the City would like an option to reclaim the Back Lot for possible use in
connection with the future development of a circulation plan; and

WHEREAS, the City's Real Estate Assets Department has determined that the property
that constitutes the leasehold has a nominal rental value, so that the initial annual rent is now set

at the City's current non-profit lease administration fee of \$2,500.00 in the first lease year, to offset the City's costs in administering the Lease; NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized to execute, for and on behalf of the City, an amendment to the lease, adding the Sunken Gardens to the Old Globe's leasehold and providing the City of San Diego with an option to reclaim the Back Lot, according to the terms and conditions set forth in the Amendment, which is on file in the Office of the City Clerk as Document No.

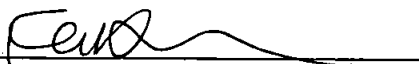
RR- 303884.

BE IT FURTHER RESOLVED, the Auditor and Comptroller is authorized to accept the increase in Lease rent payments and deposit them into the General Fund.

BE IT FURTHER RESOLVED, that the Lease Amendment is Categorically Exempt from CEQA pursuant to State CEQA Guidelines 15301. The proposed project which this Lease Amendment covers is adequately addressed under Project No. 137442, Conrad Prebys Theatre Center and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Therefore, the activity is not a separate project for purposes of CEQA review pursuant to State CEQA Guidelines Section § 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Kimberly Ann Davies
Deputy City Attorney

KAD:mm

06/03/08

06/19/08 CORR. COPY

Aud. Cert: N/A

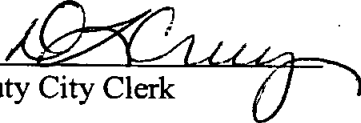
Or.Dept: READ

R-2008-1135

MMS# 6350

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 24 2008.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6-26-08
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on June 24, 2008, by the following vote:

YEAS: PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN,
FRYE, MADAFFER, & HUESO.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-303884, approved by the Mayor of The City of San Diego,
California on June 26, 2008.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy

San Diego
City Clerk
June 26, 2008