

THE CITY OF SAN DIEGO

June 15, 2006

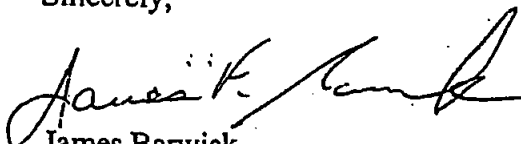
Dear Lessees:

Effective immediately please make a correction to the General Provisions section of your lease outline with the City of San Diego.

Under the NOTICES section there is a paragraph informing lessees where to mail any written notices. This needs to be changed to the following address:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700 (M. S. 51A)
San Diego, CA 92101-9586

Sincerely,



James Barwick
Real Estate Assets Director

KC/cj

RAWPO2006L-LESSEES.doc



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

DUPLICATE ORIGINAL

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is executed by and between the City of San Diego, a municipal corporation (City), and Barrio Station, Incorporated, a private nonprofit corporation (Lessee).

RECITALS:

1. The parties hereto entered into that certain Lease Agreement filed as Document 767679 in the Office of the City Clerk; and
2. The parties hereto now desire to amend said Lease Agreement. Therefore, City and Lessee hereby amend said Lease Agreement as follows:

Paragraph 33 is hereby amended to read as follows:

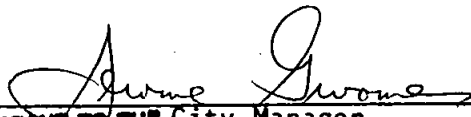
33. Construction and Operation of Swimming Pool. City and Lessee desire the construction and operation of a public community swimming pool as more particularly described in the General Development Plan. City has set aside \$40,000 to match dollar-for-dollar monies accumulated by Lessee to provide funds for the acquisition and related engineering costs associated with the development of the site as shown on Exhibit A. City, upon receipt of such matching amounts, will provide staff services as necessary to accomplish the acquisition of the public swimming pool site. All other costs of constructing and operating the public swimming pool during the term of this lease will be borne by Lessee. Lessee agrees to construct, or cause the construction of said swimming pool by January 6, 1988. If no pool is constructed within this period, then both the First and Second Amendments to this lease shall be void. The pool shall be open to the public on a nondiscriminatory fee basis for minimum hours and days subject to the written approval of the City Manager.

DOCUMENT NO. RR-259087
FILED AUG 15 1983
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Nothing herein is intended to alter or modify any other covenant or conditions of said Lease Agreement.

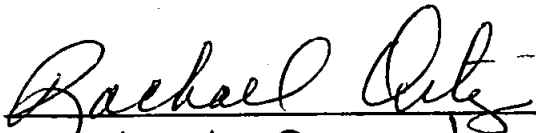
THE CITY OF SAN DIEGO

Date 8/28/83

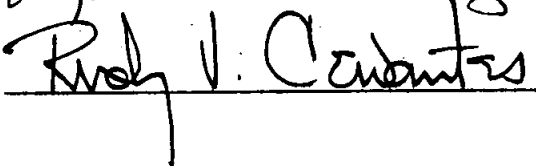
By 
ASSISTANT TO THE City Manager

BARRIO STATION, INCORPORATED

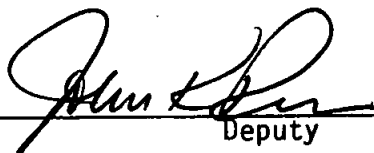
Date 8-5-83

By 

Date 8/5/83

By 

JOHN W. WITT, City Attorney

By 
Deputy

JEH:mh(1)D3
8/1/83

Attachment

architecture and urban design

RALPH BRADSHAW / RICHARD BUNDY
& ASSOCIATES 855 SEVENTH AVE.
SAN DIEGO, CALIFORNIA 92101
TELEPHONE 714-231-4929

November 8, 1982

BARRIO YOUTH CENTER - SWIMMING POOL

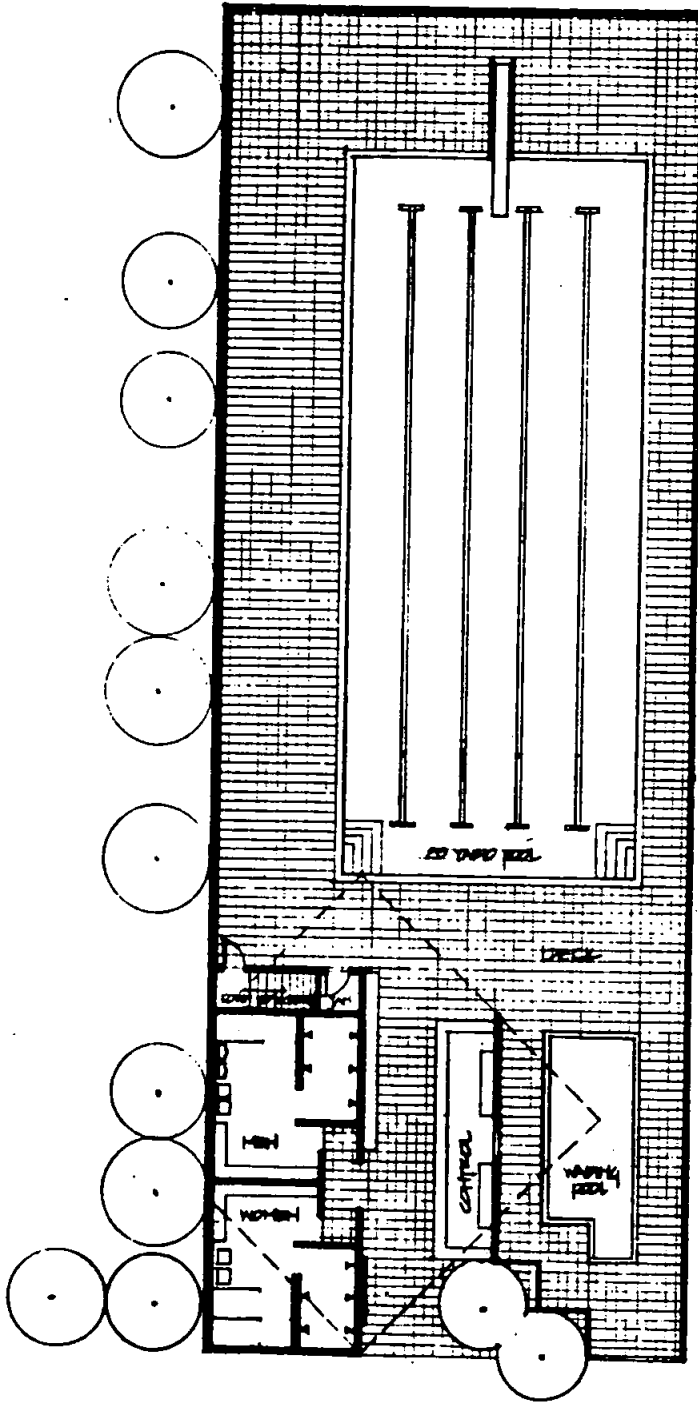
PRELIMINARY COST BUDGET

Swimming Pool	\$ 72,730
Solar System	\$ 37,500
Bath House	\$ 27,200
Building Plumbing	\$ 28,000
Control Desk, etal.	\$ 7,000
Equipment Room	\$ 17,000
Enclosure Wall/Fence	\$ 19,320
Landscape	\$ 10,000
Pool Deck, etc.	\$ 17,250
Misc. Construction	\$ 15,000

Construction Sub-Total	\$251,000
------------------------	-----------

Architect/Engineering Fees	\$ 15,000
Permits, Soils Engineering, Survey, etc.	\$ 6,000
Contingency	\$ 28,000

PROJECT TOTAL	\$300,000
-------------------------	-----------



BARREN AVE.

HOWARD AVE.



plan
1" = 10' 0"

EXHIBIT A

Barrio Youth Center Community Pool

RALPH BRADSHAW/RICHARD BUNDY
& ASSOCIATES 855 SEVENTH AVE.
SAN DIEGO, CALIFORNIA 92101

(R-84-171)

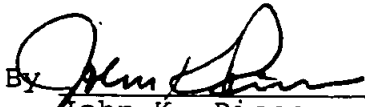
RESOLUTION NUMBER R- 259087

Adopted on AUG 15 1983

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

That the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Second Amendment to Lease Agreement with the Barrio Station, Incorporated, under the terms and conditions set forth in the Second Amendment to Lease Agreement on file in the office of the City Clerk as Document No. RR- 259087.

APPROVED: John W. Witt, City Attorney

By 
John K. Riess
Deputy City Attorney

JKR:mmm
8/2/83
Or.Dept:Prop.
Form=r.auagr

Passed and adopted by the Council of The City of San Diego on

August 15, 1983 by the following votes:

YEAS: Mitchell, Cleator, McColl, Jones, Struiksma, Gotch,
Murphy, Martinez, Hedgecock.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

ROGER HEDGECK
Mayor of The City of San Diego, California

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

By BARBARA BERRIDGE
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-259087 passed and adopted by the Council of The City of San Diego, California, on August 15, 1983.

(SEAL)

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

By Barbara Berridge
Deputy

~~DUPLICATE~~

DOCUMENT NO. RR-257722

FILED JAN 3 1983

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is executed by and between the City of San Diego, a municipal corporation (City), and Barrio Station, Incorporated, a private nonprofit corporation (Lessee).

RECITALS:

1. The parties hereto entered into that certain Lease Agreement filed as Document 767679 in the Office of the City Clerk; and
2. The parties hereto now desire to amend said Lease Agreement. Therefore, City and Lessee hereby amend said Lease Agreement as follows:

Section I. DEMISED PREMISES of Master Lease Document 767679 is hereby amended to include the parcel shown on Exhibit A hereof.

Section II. TERM OF AGREEMENT

Paragraph A is deleted in its entirety and replaced by the following:

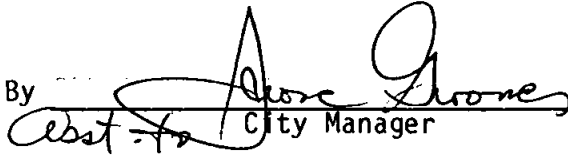
- A. Commencement and Termination. The term of this agreement shall be thirty five (35) years commencing on January 2, 1979 and terminating January 1, 2014.
3. The following paragraphs are hereby added:
 33. Construction and Operation of Swimming Pool. City and Lessee desire the construction and operation of a public community swimming pool as more particularly described in the General Development Plan. City has set aside \$40,000 to match dollar-for-dollar monies accumulated by Lessee to provide funds for the acquisition of the site shown on Exhibit A. City, upon receipt of such matching amounts, will provide staff services as necessary to accomplish the acquisition of the public swimming pool site. All other costs of constructing and operating the public swimming pool during the term of this lease will be borne by Lessee. Lessee agrees to construct, or cause the construction of said swimming pool within five (5) years following the execution by the City Manager of this First Amendment to Lease Agreement. If no pool is constructed within this period, this First Amendment to Lease Agreement shall be void. The pool shall be open to the public on a nondiscriminatory fee basis for minimum hours and days subject to the written approval of the City Manager.

34. Posting of Leased Premises. Lessee shall, at all times during the lease term, maintain a two foot by four foot sign identifying the property as being City-owned and available for use by the general public in accordance with specifications on file at the office of the Property Department of the City.
35. Fee Schedule. Lessee shall have the right to charge reasonable fees for use of the premises or services provided. All such fees shall be subject to prior written approval of the City Manager. 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 programs offered at the premises.
36. 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 facility provided that they are consistent with the rights of the general public, and are designed 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 and schedule of hours of use by the general public. 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 parties in any manner through or in connection with its activities conducted on the premises.

Nothing herein is intended to alter or modify any other covenant or conditions of said Lease Agreement.

THE CITY OF SAN DIEGO

Date 1/6/83

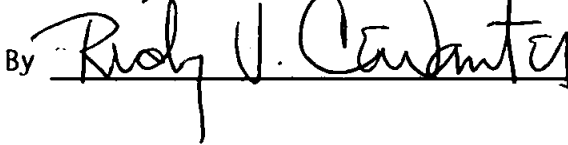
By 
City Manager

BARRIO STATION, INCORPORATED

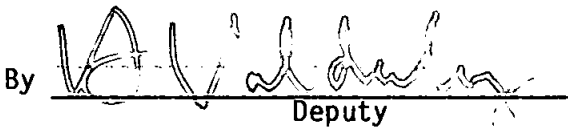
Date 12-20-82

By 

Date 12-20-82

By 

JOHN W. WITT, City Attorney

By 
Deputy

JEH:jw(3) Disk 3
12/20/82

Attachment

architecture and urban design

RALPH BRADSHAW / RICHARD BUNDY
& ASSOCIATES 855 SEVENTH AVE.
SAN DIEGO, CALIFORNIA 92101
TELEPHONE 714-231-4929

November 8, 1982

BARRIO YOUTH CENTER - SWIMMING POOL

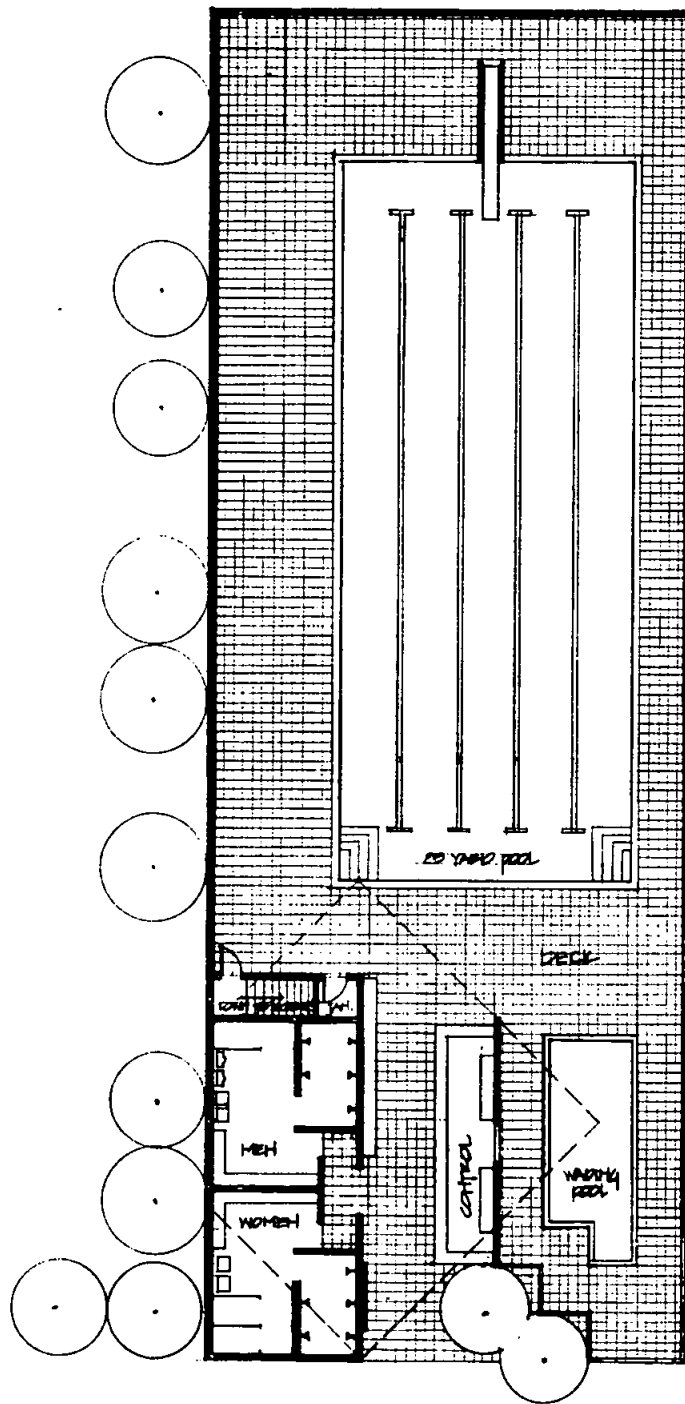
PRELIMINARY COST BUDGET

Swimming Pool	\$ 72,730
Solar System	\$ 37,500
Bath House	\$ 27,200
Building Plumbing	\$ 28,000
Control Desk, etal.	\$ 7,000
Equipment Room	\$ 17,000
Enclosure Wall/Fence	\$ 19,320
Landscape	\$ 10,000
Pool Deck, etc.	\$ 17,250
Misc. Construction	\$ 15,000

Construction Sub-Total	\$251,000
------------------------	-----------

Architect/Engineering Fees	\$ 15,000
Permits, Soils Engineering, Survey, etc.	\$ 6,000
Contingency	\$ 28,000

PROJECT TOTAL	\$300,000
-------------------------	-----------



ALLBY

SIMPSON AVE.

HEMPH AVE.



plan
1" = 10' - 0"

EXHIBIT A

Barrio Youth Center Community Pool

RALPH BRADSHAW/RICHARD BUNDY
& ASSOCIATES 855 SEVENTH AVE.
SAN DIEGO, CALIFORNIA 92101

(R-83-998)

RESOLUTION NUMBER R- 257722

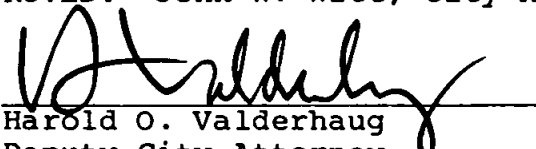
Adopted on JAN 3 1983

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

That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a First Amendment to lease agreement between City and BARRIO STATION, INC., a private nonprofit corporation, which Amendment adds the property at the northwesterly corner of Newton Avenue and Sampson Street in the Barrio Logan area to the area presently leased to Barrio Station, Inc. pursuant to that lease on file in the office of the City Clerk as Document No. 767679, and which Amendment further requires the construction and operation of a community swimming pool and extends the term of the original lease from ten (10) years to thirty-five (35) years, under the terms and conditions set forth in that First Amendment to lease agreement on file in the office of the City Clerk as Document No. RR- 257722.

APPROVED: John W. Witt, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
12/20/82
Or.Dept:Prop.
Aud.Cert:83082
Job: 517224
Form=r.none

Passed and adopted by the Council of The City of San Diego
on JAN 3 1983, by the following vote:

YEAS: Mitchell, Cleator, Jones, Gotch, Murphy, Martinez.

NAYS: None.

NOT PRESENT: Golding, Struiksma.

VACANT: Mayor.

AUTHENTICATED BY:

BILL CLEATOR

Deputy Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California.

(SEAL)

By JUNE A. BLACKNELL, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. R- 257722

passed and adopted by the Council of The City of San Diego,
California, on JAN 3 1983.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California.

(SEAL)

By June A. Blacknell, Deputy.