

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego ("CITY"), as LESSOR under that certain Lease Agreement ("Master Lease") entered into with

SAN DIEGO COUNTY COUNCIL OF CAMP FIRE GIRLS, INC.
(predecessor-in-interest to Camp Fire USA San Diego & Imperial Counties Council)

("LESSEE") dated November 5, 1957, hereby consents to that certain Sublease Agreement between the above LESSEE ("SUBLESSOR") and

NEW ALTERNATIVES, INC.

("SUBLESSEE") dated May 31, 2005 ("Sublease"). The Sublease shall be subordinate to the Master Lease in all respects. CITY is merely approving SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the Sublease or sublet the premises or any part thereof without the prior written consent of LESSEE and CITY. An assignment by operation of law shall automatically terminate the Sublease.

HOLD HARMLESS: SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUBLESSEE, its agents and invitees; provided, however, SUBLESSEE'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, representatives, agents, officers or employees.

INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be Two Million Dollars (\$2,000,000) COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insured under separate endorsement. The policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to CITY by the insurance company.

LEGAL PROCEEDINGS: Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this

consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

SUBORDINATION: This agreement is in effect a sublease of a portion of the premises covered by the Master Lease dated November 5, 1957, between SUBLESSOR and CITY. The Sublease is subject and subordinate to the covenants and conditions of the Master Lease notwithstanding any provision hereof contrary to or in conflict with the Master Lease.

LESSOR: CITY OF SAN DIEGO

Dated 5/18, 2008⁶

By Michael F. Boyle
Michael F. Boyle, Acting Director
Real Estate Assets Department

LESSEE: CAMP FIRE USA SAN DIEGO &
IMPERIAL COUNTIES COUNCIL

Dated 20 March, 2008⁶

By Carolyn Hultgren
Name Camp Fire USA SD & Imperial Counties
Title President Council

SUBLESSEE: NEW ALTERNATIVES, INC.

Dated APRIL 10, 2008⁶

By M. E. Brumby
Name M. E. BRUMBY
Title EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. AGUIRRE, City Attorney

Dated 5/27, 2008⁶

By Al W. Davis
Deputy City Attorney

CAMP FIRE USA SAN DIEGO & IMPERIAL COUNTIES COUNCIL

FACILITY USE AGREEMENT

THIS SUBLEASE AGREEMENT ('sublease') is entered into this 31st day of May, 2005, by and between Camp Fire USA San Diego & Imperial Counties Council ("Camp Fire USA") and New Alternatives, Inc., a not-for-profit corporation ("New Alternatives").

1) The City of San Diego, as Master Lessor, and San Diego County Council of Camp Fire Girls, Inc. (now known as Camp Fire USA San Diego & Imperial Counties Council) entered into a written lease dated November 5, 1957 ("Master Lease"), for the real property located at 3101 Balboa Drive, San Diego, California ("Property") and described in Exhibit "A" attached to this Sublease. A copy of the Master Lease is maintained on file at the Administrative Office in the Property.

2) This Sublease shall be in effect upon the date written above and shall proceed on a month-to-month basis until terminated by either party upon thirty (30) days written notice, and shall expire no later than November 4, 2007, the expiration date of the Master Lease unless the Master Lease is extended.

3) New Alternatives, Inc. shall have use of Camp Cahito as described below for the sole purpose of youth related family counseling and youth related staff training:

- A) The use of what is commonly referred to as Blair Cabin 7 days a week between the hours of 7am and 8pm.
- B) The use of what is commonly referred to as Fletcher Cabin Monday-Friday from 7am-5pm.
- C) Any use by Camp Fire USA of either cabin during these times will require Prior approval by New Alternatives.

4) New Alternatives is responsible for keeping the cabins in a clean and orderly manner. Camp Fire USA will provide brooms and trash receptacles.

5) Camp Fire USA will provide New Alternatives with a key to each cabin, the North Bathroom and the front vehicle gate. New Alternatives will:

- A) Notify Camp Fire USA if and when a key is lost or stolen.
- B) Secure the cabin(s) anytime they leave them unoccupied.

6) New Alternatives agrees to follow the attached Camp Cahito Policies and Procedures. Any changes in policies and procedures will be forwarded, in writing, within 30 days.

7) New Alternatives agrees to provide Camp Fire USA with:

- A) An annual written report, by October 15 each year, on the numbers of youth, adults, families and staff served at the Cahito Site during the period September 1-August 31.
- B) The name of a contact person for communication purposes.

8) Clients will at all times be supervised by New Alternatives staff. All accidents requiring medical treatment or damage to Camp Fire USA property will be reported immediately to the Camp Fire USA Executive Director.

9) New Alternatives agrees to maintain comprehensive general liability insurance in the minimum amount of \$2,000,000 to cover all operations and activities, employees, clients or guests during the performance of any duties under this agreement. New Alternatives shall provide evidence of such insurance acceptable to Camp Fire USA and name Camp Fire USA San Diego & Imperial Counties Council as another insured.

10) New Alternatives further agrees to hold Camp Fire USA free and harmless from any and all claims arising from any negligent act or omission or any willful and/or intentional misconduct of New Alternatives employees, agents, clients or guests.

11) If the premises shall be damaged by cause of New Alternatives, which puts the premises into a condition which is not decent, safe, healthy and sanitary, New Alternatives agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage.

12) The rent for New Alternatives usage as described above shall be \$900 per month (subject to adjustment by Camp Fire USA with 30 days written notice) due by the 10th of the month. Past due rents will be subject to a penalty of \$25 per occurrence.

13) This Sublease is subject to the provisions and conditions of the Master Lease, all of which are incorporated into this Sublease as if fully set forth in this Sublease. In the event any provision or condition of this Sublease is inconsistent with the provisions and conditions of the Master Lease, the provisions and conditions of the Master Lease shall control.

Upon termination of this Sublease, New Alternatives shall quit and surrender possession of the Property in as good order, condition and repair as the Property is now or hereafter may be improved by Camp Fire USA or New Alternatives, reasonable wear and tear and repairs which are Camp Fire USA's obligation excepted, and in a reasonable state of cleanliness. New Alternatives shall without expense to Camp Fire USA, remove from the Property all debris, rubbish and articles of personal property owned by New Alternatives or installed or placed by New Alternatives, at its expense, on the Property. New Alternatives shall also repair, at its expense, all damage to the Property resulting from such removal.

14) This agreement may be modified only in writing and signed by each party.

Signed in agreement this 31 day of May, 2005.



For Camp Fire USA



For New Alternatives, Inc

CAMP FIRE USA SAN DIEGO & IMPERIAL COUNTIES COUNCIL

CAMP CAHITO POLICIES AND PROCEDURES

POLICIES

- Smoking and the use of tobacco products is not allowed on the site.
- Alcohol, illegal drugs are not allowed on the site
- Firearms are not allowed on the site
- Vehicles are allowed only on the established road and parking area, except for loading and unloading people needing extra assistance, equipment or supplies.
- Vehicles will be parked outside of the site when notified by Camp Fire USA.
- All speed, use and parking signs will be obeyed.
- Last person, using the cabins, leaving for the day will turn off the North Restroom lights and close the door.
- Cabin doors will be locked whenever not in use. Windows will be closed and secured.
- Vehicle gate will be closed by each person leaving after 5:30pm October-April and 8pm May-September. Last person leaving the site, Camp Fire USA or New Alternatives will lock the gate.
- Take care of trees, bushes and plants. Stay out of trees and on established paths.

PROCEDURES

- In case of an emergency:
 - Monday – Friday 8:30am – 5:00pm Contact the Camp Fire USA office. Phone 619-291-8985.
 - Outside of Camp Fire USA office hours contact the Camp Ranger at the Ranger Cabin.
 - If the Ranger is not available and assistance is required call the Executive Director at 619-269-0871.
- To report a problem, damage to facilities or lack of restroom supplies contact the Camp Fire USA office or Camp Ranger when the office is closed.

00580

FREEWAY

N 9° 08' 00" W



372.11'

Sta. 114+50.81 E.C.
S 80° 52' 00" W

500'

N 9° 08' 00" W

339.11'

R=4850' Δ=3°38'02" L=307.60'

6.13± Acres

N 01° 09' 39" W

N 15° 24' 41" E

R=1330.0'
Δ=12°04'43"
L=280.38'

R=980.0'
Δ=16°34'20"
L=283.46'

S 89° 33' 30" E

S 89° 33' 30" E

104° 51'

N 88° 50' 21" E

N 88° 50' 21" E

S 74° 35' 19" E

390.38'

portion of 6th Avenue is

N 0° 26' 30" E 639.12'

W'ly line of P.L. 1131

Bik. 386

SPRUCE STREET

Bik. 356

REDWOOD STREET

250'