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AGREEMENT FOR THE LEASE,
CONSTRUCTION, MAINTENANCE AND OPERATION OF THE
MIRA MESA RECREATIONAL COMPLEX

THIS LEASE AGREEMENT is entered into this 25th day of Sept 1989, by and between THE CITY OF SAN DIEGO, a municipal corporation (hereinafter referred to as CITY/LESSEE), and the SAN DIEGO COMMUNITY COLLEGE DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, a political subdivision in the State of California (hereinafter referred to as DISTRICT/LESSOR);

R E C I T A L S:

WHEREAS, it is to the mutual benefit of DISTRICT and CITY to contribute jointly to the establishment of recreational facilities which can serve the needs of both the general public and DISTRICT;

WHEREAS, DISTRICT and CITY have been cooperating in the use of numerous recreational facilities, in accordance with CITY-DISTRICT recreation agreements;

WHEREAS, DISTRICT and CITY are supportive of efforts to provide parks and recreational facilities to serve the present and long-term future needs of the Mira Mesa community; and

WHEREAS, it is deemed advantageous to construct a recreational complex on DISTRICT-owned land at San Diego Miramar College;

NOW, THEREFORE, DISTRICT and CITY do mutually agree as follows:

1. TERM

DISTRICT hereby grants to CITY a leasehold interest in the property (hereinafter referred to as SITE), more particularly described on EXHIBIT "A", attached hereto and by this reference incorporated herein, commencing on the date of execution hereof by DISTRICT, for as long as the site is operated by CITY as a recreational complex or fifty-five (55) years, whichever condition expires first.

DISTRICT is supportive of CITY's expressed desire to continue this Agreement for a term of ninety-nine (99) years. DISTRICT also wishes to ensure that all facilities and improvements constructed by CITY on the SITE covered by said Agreement are preserved and maintained in a good and serviceable condition over the full term of this Agreement. Toward this end, DISTRICT hereby grants to CITY the option to extend the term of this Lease for forty-four (44) years, commencing on the next day following the expiration of this Agreement, subject to the following terms and conditions:

- a. CITY provides written notice to DISTRICT of its exercise of this option to extend, which written notice is received by DISTRICT by no less than one hundred eighty (180) days and no more than seven hundred thirty (730) days prior to the expiration date.

DOCUMENT NO. 00 - 17347
FILED 25 1989

TERM (continued)

- b. One hundred eighty (180) days prior to the expiration date, CITY, in cooperation with DISTRICT, shall have reviewed and determined any needed SITE rehabilitation and shall have taken such action as may be required to seek funding necessary for restoration and continued operation of the recreational facilities.

2. PROPERTY

The real property covered by this Agreement shall consist of approximately thirty-one (31) acres of land on the San Diego Miramar College campus, as described herein on EXHIBIT "A", together with the right of access to said property. This SITE shall be used exclusively for the purposes of constructing, maintaining and operating facilities for public education and recreation programs and for no other purposes.

3. CONSIDERATION

In consideration for the leasehold interest herein granted by DISTRICT to CITY, CITY agrees to construct or cause to be constructed on the subject SITE, recreational facilities and related improvements, more particularly described below. "EXHIBIT "B", attached hereto and by this reference incorporated herein, contains the site plan of the type, approximate location and approximate size of the improvements to be constructed.

4. PHASED DEVELOPMENT PLAN FOR FACILITIES/IMPROVEMENTS

Improvements, with ancillary facilities, will be accomplished in three phases as follows:

PHASE I - Community park consisting of approximately twenty-five (25) acres, to include a picnic area and day park with child play area; lighted sports fields; a utility building to include comfort stations and groundskeeping storage area; fitness course to include running/jogging path and exercise stations; walkway lighting, perimeter sidewalk, street improvements along College southern boundary on Gold Coast Drive and off-street parking.

CITY shall provide full-cost funding to provide Phase I improvements.

DISTRICT shall provide approximately thirty-one (31) acres of land, with an estimated value of Eighteen Million Six Hundred Thousand and No/100 Dollars (\$18,600,000.00), as an in-kind contribution to complete Phases I, II and III, as described herein.

Phase I construction is projected to commence during FY 1989-90.

PHASED DEVELOPMENT PLAN FOR FACILITIES/IMPROVEMENTS (continued)

PHASE II - ^{Pool} Natatorium with a minimum of eight (8) lanes, sized for fifty (50) meter competitive events, to include associated shower/dressing areas. Subject to final design and construction costs for Phase II the natatorium shall also include an adjunct diving pool.

To accomplish construction of Phase II, CITY shall provide Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), as currently reflected in the 1988 Public Facilities Financing Plan for Mira Mesa.

CITY and DISTRICT recognize that the total cost of Phase II may exceed Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), which is the amount of funding expected to be available in the Mira Mesa Public Facilities Financing Plan in FY 1990-91. In this event, CITY agrees that the City Manager shall process an amendment for City Council consideration and approval to adjust the Financing Plan after FY 1990-91 in order to provide an additional One Million and No/100 Dollars (\$1,000,000.00) in 1988 dollars for the Phase II project. If City Council does not approve an additional One Million and No/100 Dollars (\$1,000,000.00) for Phase II, then the construction of Phase II shall be delayed until such time as an additional One Million and No/100 Dollars (\$1,000,000.00) in 1988 dollars is provided.

Phase II 1988 funding level shall be adjusted annually by CITY until the year of construction, so as to conform with the annual increase/decrease in the Construction Cost Index (CCI) for the San Diego/Los Angeles area.

The land previously described herein constitutes DISTRICT's contribution toward completion of Phase II.

Phase II construction is projected to commence during FY 1993-94.

PHASE III - Multipurpose community sports building to include associated shower/locker facilities. Subject to final design and construction costs for Phase III, the building shall also include space to house activities such as aerobics, physical conditioning and dance. The building, which may be built in several modules, shall ultimately consist of approximately forty thousand (40,000) square feet of floor area when complete.

To accomplish construction of Phase III, CITY shall provide One Million Six Hundred Sixty Thousand and No/100 Dollars (\$1,660,000.00). CITY agrees that the City Manager shall process an amendment for City Council consideration and approval to adjust the Financing Plan after FY 1990-91 in order

PHASED DEVELOPMENT PLAN FOR FACILITIES/IMPROVEMENTS (continued)

to provide an additional One Million and No/100 Dollars (\$1,000,000.00) in 1988 dollars for the Phase III project. The total of these amounts shall be utilized to accomplish the approximate twenty thousand (20,000) square foot first module of Phase III construction. If the City Council does not approve an additional One Million and No/100 Dollars (\$1,000,000.00) for Phase III, then the construction of the approximate twenty thousand (20,000) square foot first module shall be delayed until such time as an additional One Million and No/100 Dollars (\$1,000,000.00) in 1988 dollars is provided.

DISTRICT and CITY agree that the DISTRICT Chancellor shall pursue alternative methods of financing to obtain any additional funding which may be required in order to construct the subsequent modules needed to provide a facility with a floor area of approximately forty thousand (40,000) square feet.

Funding level for Phase III shall be adjusted to conform with changes in the CCI in the same manner as for Phase II construction.

The land previously described herein constitutes DISTRICT's contribution toward completion of Phase III.

Phase III construction is projected to commence during FY 1995-96.

Neither the CITY nor the DISTRICT shall be obligated to finance the improvements and ancillary facilities, as described herein, beyond the funding levels (as annually adjusted) contained in this Agreement. Any proposal to increase the standard or scope of construction for the projects identified for completion in Phase II and Phase III shall also include a supplemental funding plan for consideration and approval by CITY Council and DISTRICT Board of Trustees.

Each phase shall be constructed when the financing for that phase is scheduled in the CITY's budget or in the Public Facilities Financing Plan and Facilities Benefit Assessment; provided, however, that completion of all such construction at the earliest possible date shall be considered by CITY a priority requirement.

The subsequent modules of the project, as described in Phase III above, shall be built when the financing for such construction is scheduled in the DISTRICT budget; provided, however, that DISTRICT shall not be deemed in default if DISTRICT is prevented from constructing said modules by an act of God or a governmental agency other than the DISTRICT, or by failure of any of various DISTRICT sources, whether local, state or federal, to allocate the funding required for such construction.

1,000,000

1,000,000

PHASED DEVELOPMENT PLAN FOR FACILITIES/IMPROVEMENTS (continued)

For the accomplishment of Phase I, CITY is responsible (subject to the provisions of Section 5, paragraph 1, below) for contracting with architects, licensed contractors, subcontractors and consultants necessary for the accomplishment of the construction work; consulting and maintaining liaison with consultants and contractors retained to accomplish the construction work; and supervising all on-site construction work. The CITY shall be solely responsible for coordinating or issuing all change orders requested by the DISTRICT or the Office of the State Architect, via the DISTRICT, with the contractor or representatives.

For the accomplishment of Phases II and III, DISTRICT is responsible (subject to the provisions of Section 5, paragraph 1, below) for contracting with architects, licensed contractors, subcontractors and consultants necessary for the accomplishment of the construction work; consulting and maintaining liaison with consultants and contractors retained to accomplish construction work; and supervising all on-site construction work. The DISTRICT shall be solely responsible for coordinating or issuing all change orders requested by the CITY with the contractor or representatives.

CITY shall pay for costs of all architectural and engineering services and of all construction and inspection (subject to a maximum of the amounts described in Section 4, above). Once funds for Phase II or Phase III have been budgeted or committed for construction of Phase II or Phase III by CITY, CITY shall place such moneys in a special account for use for the sole purpose of paying for the construction and services related to the construction of the improvements provided for in this Agreement. CITY shall make payments from the special account directly to architects, engineers, inspectors, consultants, contractors or subcontractors upon receipt of invoices therefrom, approved by DISTRICT. CITY, acting as lead agency, shall obtain all applicable approvals with relation to the California Environmental Quality Act (CEQA) and the City General Plan for all phases of the work.

CITY shall be deemed in default of its agreement to construct recreational facilities and related improvements under this Agreement if the construction of Phase I facilities and improvements has not been completed by July 1, 1995; if the construction of Phase II facilities and improvements has not been completed by July 1, 1998; or if the construction of Phase III facilities and improvements has not been completed by July 1, 2000. Provided, however, that CITY shall not be deemed in default if the construction of either the Phase II or Phase III facilities is prevented by an act of God or a governmental agency other than the CITY; or by the failure of the Public Facilities Financing Plan or the Facilities Benefit Assessment, or both, to provide the requisite funding, so long as such failure was not caused by a legislative act of the City Council.

5. CONSTRUCTION

No improvements shall be installed nor shall construction on said improvements commence until plans and specifications for said improvements are reviewed, approved, and signed by both parties. CITY and DISTRICT agree that they will

CONSTRUCTION (continued)

not approve any plans with third parties without the prior written approval of the other party to this Agreement. All construction shall meet the requirements and standards of CITY and all applicable provisions of the California Education Code and Administrative Code, as they relate to the construction of community college facilities. All construction shall be completed to CITY and DISTRICT satisfaction. The date of commencement of such construction on the SITE for each phase shall be as mutually agreed upon in writing by DISTRICT and CITY. Proof of such commencement of work shall be noticed in writing.

Plans and specifications for the improvements, as described herein in Section 4, shall be on file in the Office of the Clerk of CITY prior to the commencement of construction of any element of the aforementioned recreational facilities.

Upon completion of any work by CITY, CITY shall furnish DISTRICT with complete "as-built" drawings.

Upon completion of any work by DISTRICT, DISTRICT shall furnish CITY with complete "as-built" drawings.

6. OWNERSHIP AND USE OF IMPROVEMENTS UPON TERMINATION OF AGREEMENT

All improvements installed upon said SITE shall remain the property of CITY during the term of the Leasehold. Upon termination of this Agreement, either by expiration of the term of the Leasehold or pursuant to Section 16 of the Agreement, said property shall be returned to DISTRICT free of all legal encumbrances, and all improvements installed upon the premises by CITY shall become the property of the DISTRICT. Following such termination, DISTRICT agrees to allow CITY use of the facilities for public recreation, so long as such use by CITY does not interfere with DISTRICT use of the facilities for its own purposes.

If or when DISTRICT determines that the property is no longer required for DISTRICT's needs and purposes and should be sold, DISTRICT shall notify CITY in writing of its determination. CITY shall, at that time, have a one hundred eighty (180) day option to purchase this site for the then fair market value, pursuant to the laws of the State of California. The fair market value shall be determined by a panel of three appraisers. One appraiser shall be appointed by the DISTRICT and one appraiser shall be appointed by the CITY. The third appraiser shall be appointed by the two appraisers already appointed by the CITY and DISTRICT respectively. The CITY and DISTRICT shall each pay the cost of the appraiser they appoint and shall split the cost of the third appraiser.

The fair market value, as determined by the appraiser(s), shall credit the CITY with the fair market value of those improvements financed by the CITY pursuant to the Agreement.

7. USE OF PROPERTY/FACILITIES

DISTRICT and CITY shall coordinate schedules of activity within the recreational complex in order to achieve the fullest utilization of the complex and effect a balance between the educational needs of the DISTRICT and its use by the public.

Prior to completion of the first phase of construction, DISTRICT's Director of Plant and Equipment Services and CITY's Director, Park and Recreation Department, or their authorized designees, shall meet as often as necessary relative to the joint use of the recreational complex facilities.

An initial operations schedule for use of the various areas of the complex shall be in place and operational upon completion of the first phase of the aforementioned public education and recreation facilities. A committee to establish this initial schedule shall be appointed, consisting of the President of the Mira Mesa Recreation Council, the President of Miramar College, and two representatives each from CITY staff and DISTRICT staff, not to exceed six (6) representatives, as City Manager and District Chancellor, or their designees, mutually deem appropriate.

Thereafter, this committee shall meet at least quarterly and at such other times as requested by either CITY or DISTRICT; provided, however, that additional meetings shall be held, if deemed necessary, prior to the completion of Phase II and Phase III of the site improvements in order to permit time for recruitment and employment of any additional staff needed to operate the facility.

The committee shall publish a schedule of hours of operation of the complex, showing the hours and areas reserved for educational purposes by DISTRICT and the hours and areas reserved for public recreational use by CITY. The committee shall make such determinations based on functional use and shall allocate times on an equitable basis. The day park referenced in Section 4 of this Agreement shall be reserved for CITY use at all times.

In the event of a tie vote on facility utilization, the City Manager and the DISTRICT Chancellor shall each appoint one additional member and those two additional members shall then mutually appoint a third member. This three-member panel shall then review the issues under contention and render a decision which will be binding on DISTRICT and CITY.

Prior to the start of each DISTRICT fiscal year, the committee shall also review and set the level of maintenance services being provided to the recreational complex and advise the DISTRICT Plant and Equipment Services Department, in writing, of any maintenance requirements which result from such review. The maintenance services for the recreational complex shall be consistent with the provisions of Section 9, below.

MAINTENANCE, UTILITY SERVICES AND PRO RATA PAYMENT (continued)

maintenance services being provided to the recreational complex (paragraph 7, above) and in time for incorporation in the annual budget of CITY and DISTRICT.

- d. CITY shall make such reimbursement payment within thirty-one (31) days following receipt of an invoice from DISTRICT.

10. QUIET POSSESSION

CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy the said SITE for the term aforesaid.

11. ENTRY AND INSPECTION

DISTRICT reserves, and shall always have the right, to enter upon said real property for the purpose of viewing and ascertaining the condition thereof.

12. COMPLIANCE WITH LAW

The CITY, at its sole cost and expense, and the DISTRICT, at its sole cost and expense, shall comply and secure compliance, where applicable, with all requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force concerning the use and safety of the leased property, and each shall make any repairs, changes, or modifications in, on, or to the leased property required by any of the foregoing solely because of its use of the SITE for the purposes herein stated, or as a result of alterations made by it to the leased property, or as a result of its negligence or wrongful conduct, or of the negligence or wrongful conduct of its agents, employees, or invitees.

The terms of this Lease may result in the creation of possessory interest. If such a possessory interest is vested in CITY, CITY may be subjected to the payment of property taxes levied on such interest.

CITY shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CITY or the said SITE by reason of any buildings, structures, machines, appliances, or other improvements or property of any nature erected, installed, or maintained by CITY, or by reason of the activities of CITY upon or in connection with the leased property.

13. ASSIGNS

CITY shall not assign this Agreement, or any interest herein, without the prior written consent of DISTRICT. Any such assignment without such consent shall be void.

ASSIGNS (continued)

Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

14. WAIVER

The waiver by DISTRICT or CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

15. ADMINISTRATION OF AGREEMENT - NOTICES

Control and administration of this Agreement is under the jurisdiction of the DISTRICT Chancellor, as to DISTRICT's interest herein, and any communication relative to the terms or conditions, or any changes thereto, or any notice or notices provided for by this Agreement, or by law required to be given or served upon DISTRICT may be given or served by registered letter deposited in the United States mails, postage prepaid, and addressed to the DISTRICT Chancellor, San Diego Community College District at 3375 Camino del Rio South, Room 300, San Diego, California 92108, or may be personally served upon the DISTRICT Chancellor, or any person hereafter authorized by DISTRICT to receive such notice. Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served by depositing in the United States mails, postage prepaid, a registered letter addressed to the City Manager, City Administration Building, 202 "C" Street, San Diego, California 92101.

Any notice or notices given or served, as provided herein, shall be effectual and binding for all purposes upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein. These respective officials of the CITY and DISTRICT, or their designees, are hereby further authorized to sign such agreements and permits necessary and appropriate to effectuate the terms and intent of this Agreement.

16. REMEDIES IN THE EVENT OF DEFAULT BY CITY OR DISTRICT

In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days following the service on the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party.

REMEDIES IN THE EVENT OF DEFAULT BY CITY OR DISTRICT (continued)

Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the second party shall not terminate this Agreement pursuant to said default if the defaulting party immediately commences to cure said fault and diligently pursues such cure to completion.

17. INDEMNITY

CITY agrees to defend, indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to persons or property, or death of any person, including CITY's employees and agents, caused by the independent acts of CITY, its agents, or employees in connection with the performance of this Agreement and the use of the SITE described herein. DISTRICT agrees to defend, indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to persons or property, or death of any person caused by the independent acts of DISTRICT, its agents, or employees in connection with the performance of this Agreement and the use of SITE described herein.

18. INSURANCE

CITY is self-insured. If CITY shall maintain public liability insurance, it shall name DISTRICT as an additional insured and be with an insurance carrier licensed to do business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of CITY, CITY's subtenants, or any person acting for CITY or under CITY's control or direction, and also to protect against loss from liability imposed by law for damage to any property or any person caused directly or indirectly by or from acts or activities of CITY, CITY's subtenants, or any person acting for CITY or under CITY's control or direction. Such public liability and property insurance shall be maintained in full force and effect during the entire term of this Agreement in the amount of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single-limit liability.

19. LEGAL PROCEEDINGS

The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes under this Agreement and will determine the rights thereunder. At the option of either party, venue of any action involving this Agreement may be in, or changed to the County of San Diego or the Southern District of California. Personal service either within or without the State of California shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of rights under this Agreement.

20. VERBAL AGREEMENTS

This Agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties, or inducements, either expressed verbally or implied, except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect, except by written agreement between the said parties. This Agreement supersedes any other agreements between CITY and DISTRICT for facilities included within the leasehold area covered by this Agreement.

21. SEVERANCE

If any part of the Agreement contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.

22. AMENDMENT

This Agreement may be amended in writing by the mutual agreement of CITY and DISTRICT, as permitted by law.

23. NONDISCRIMINATION

CITY, DISTRICT, and all others who from time to time may use the SITE and recreational facilities described hereinabove with the permission and on the terms and conditions specified by both parties, shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, or mental or physical disability, or as otherwise required by law, including but not limited to the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Agreement is executed by the San Diego Community College District, acting by and through its Chancellor, and by the City of San Diego, acting by and through its City Manager, pursuant to Ordinance No. authorizing such execution.

SAN DIEGO COMMUNITY COLLEGE DISTRICT
OF SAN DIEGO COUNTY, CALIFORNIA

THE CITY OF SAN DIEGO

By *J. William Wenrich*
J. William Wenrich, Chancellor

By *Kent Ford*
ASSISTANT TO THE City Manager

Date *7/6/89*

Date **SEP 25 1969**

APPROVED AS TO FORM AND LEGALITY
FOR THE SAN DIEGO COMMUNITY
COLLEGE DISTRICT

APPROVED AS TO FORM AND LEGALITY
FOR THE CITY OF SAN DIEGO

By *Ralph E. Shadwell*
County Counsel

By *John W. Witt*
John W. Witt, City Attorney

EXHIBIT "A"

SHOLDERS AND SANFORD, INC.
 Planning-Engineering-Surveying
 3569 Fifth Avenue
 San Diego, California 92103
 Telephone (619) 299-7272

CLOSURE AND AREA CALCULATIONS REPORT

10832A
 MIRAMAR COLLEGE
 CITY LEASE PARCEL

August 5, 1987

***** BOUNDARY (BDY) *****

Start Point	Bearing	Distance	End Point	End Point Stored Coordinates	
				North	East
			37	6069.2530	5033.2671
37	N 89 03 00 E	1140.00	38	6088.1541	6173.1104
38	S 00 57 00 E	201.35	39	5886.8312	6176.4488
39	N 89 03 00 E	179.54	44	5889.8081	6355.9682
44	S 00 57 00 E	66.42	43	5823.3942	6357.0695
43	S 89 03 00 W	24.51	42	5822.9879	6332.5668
42	S 00 13 30 W	800.00	41	5022.9941	6329.4252
41	N 86 46 30 W	15.00	23	5023.8379	6314.4490
23	S 03 13 30 W (R)	730.00	21	4294.9940	6273.3813
Arc Data: B.C. Pt. - 23 E.C. Pt. - 20 Rad. Pt. - 21					
Delta - 003 00 00		Arc - 38.22	Tan - 19.12		Radius - 730.00
Chord Bear - N 88 16 30 W		Chord Len - 38.22			
21	N 00 13 30 E (R)	730.00	20	5024.9881	6276.2480
20	N 89 46 30 W	1206.16	31	5029.7250	5070.0973
31	N 00 13 30 E (R)	20.00	32	5049.7248	5070.1758
Arc Data: B.C. Pt. - 31 E.C. Pt. - 33 Rad. Pt. - 32					
Delta - 088 49 30		Arc - 31.01	Tan - 19.59		Radius - 20.00
Chord Bear - N 45 21 45 W		Chord Len - 27.99			
32	S 89 03 00 W (R)	20.00	33	5049.3932	5050.1786
33	N 00 57 00 W	1020.00	37	6069.2530	5033.2671

ERROR in Closure is: S 67 43 34 E 0.0088 ft. 6069.2563 5033.2589
 Closure Precision: 1 / 699202 -0.0033 0.0082

BOUNDARY PERIMETER is 4722.21 feet

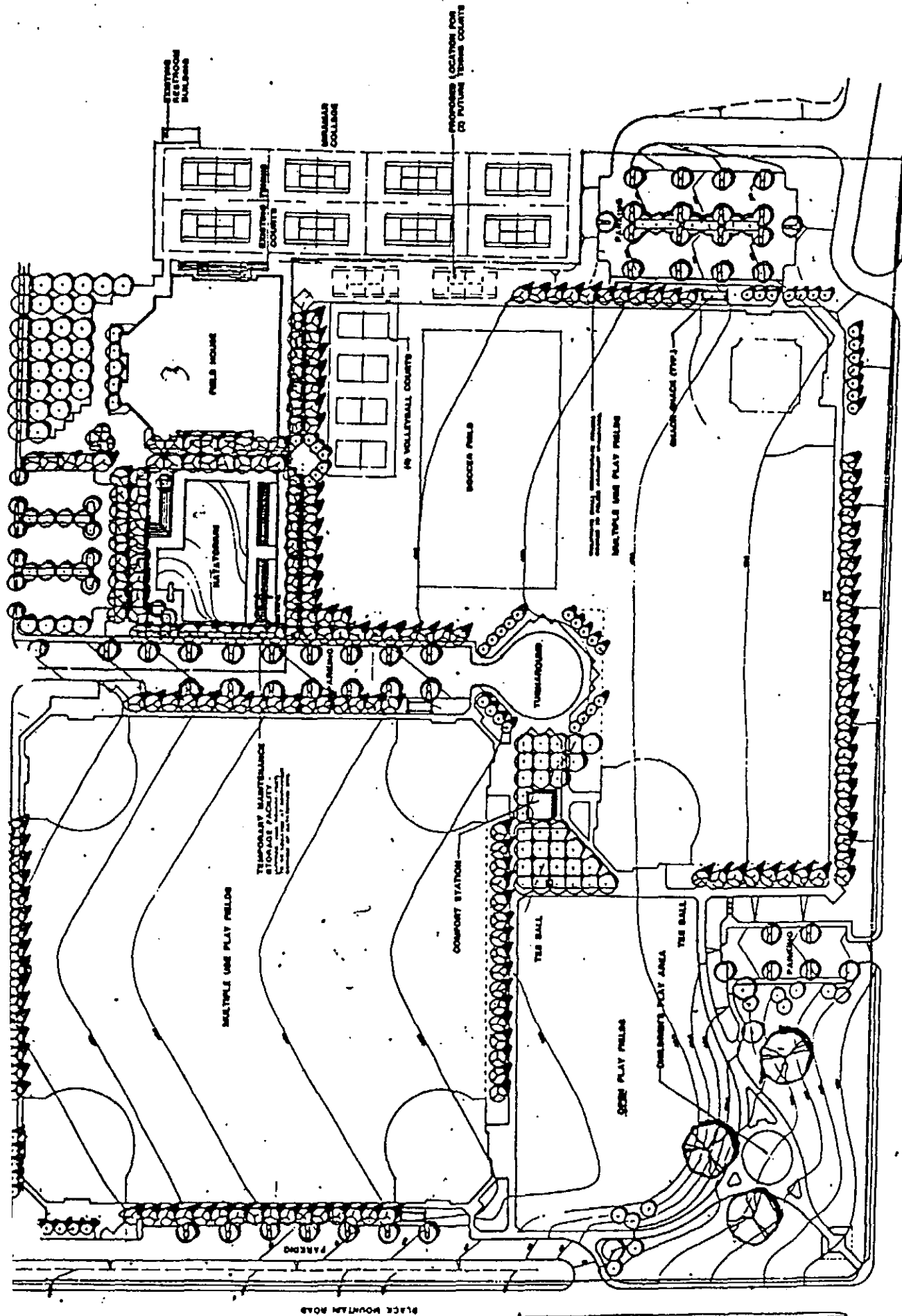
AREA of BDY number 1 is 1327341.5960 SF.....or 30.4716 Acres

EXHIBIT "A"

BDY 1 Description

That portion of Section 31, Township 14 South, Range 2 West San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California, being described as follows:

Beginning at the Southwest Corner of the Southeast Quarter of said Section 31, thence along the South line of said Section 31 South $89^{\circ}46'30''$ East 331.16 feet to the Northwest Corner of Quest according to the Map thereof No. 7406 filed in the office of the County Recorder of said County; thence continuing along said South line of Section 31 and North line of Said Map No. 7406, also being the centerline of Gold Coast Drive South $89^{\circ}46'30''$ East 460.00 feet to the centerline intersection of Black Mountain Road; thence along said centerline of Black Mountain Road North $0^{\circ}57'00''$ West 1068.55 feet; thence leaving said centerline North $89^{\circ}03'00''$ East 51.00 feet to the Easterly right-of-way line of said Black Mountain Road, said point being the TRUE POINT OF BEGINNING; thence North $89^{\circ}03'00''$ East a distance of 1140.00 feet; thence South $00^{\circ}57'00''$ East a distance of 201.35 feet; thence North $89^{\circ}03'00''$ East a distance of 179.54 feet; thence South $00^{\circ}57'00''$ East a distance of 66.42 feet; thence South $89^{\circ}03'00''$ West a distance of 24.51 feet; thence South $00^{\circ}13'30''$ West a distance of 800.00 feet to the Northerly right-of-way line of the aforementioned Gold Coast Drive; thence along said line North $86^{\circ}46'30''$ West a distance of 15.00 feet, to the beginning of a 730.00 foot tangent curve, concave to the South; thence Westerly, along said curve, through a central angle of $03^{\circ}00'00''$ an arc distance of 38.22 feet; thence North $89^{\circ}46'30''$ West a distance of 1206.16 feet, to the beginning of a 20.00 foot tangent curve, concave to the Northeast; thence Northwesterly, along said curve, through a central angle of $88^{\circ}49'30''$ an arc distance of 31.01 feet; thence North $00^{\circ}57'00''$ West a distance of 1020.00 feet to the TRUE POINT OF BEGINNING.



GENERAL DEVELOPMENT PLAN
MIRRA MESA
THIRD COMMUNITY PARK

(O-90-41)

ORDINANCE NUMBER O- 17347 (NEW SERIES)

ADOPTED ON SEP 25 1989

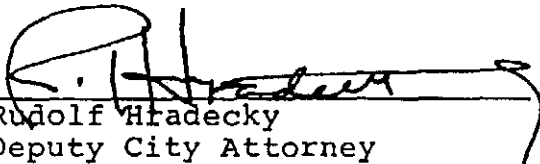
BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. Pursuant to San Diego City Charter section 99, the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, a fifty-five (55) year lease agreement with the San Diego Community College District of San Diego, for the lease, development, maintenance and operation of a portion of the San Diego Miramar College campus, under the terms and conditions set forth in the fifty-five (55) year Agreement on file in the office of the City Clerk as Document No. OO- 17347.

Section 2. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

BY


Rudolf Hradecky
Deputy City Attorney

RH:skc
08/21/89
Or.Dept:Pk.&Rec.
O-90-41
Form=o.none

Passed and adopted by the Council of The City of San Diego on SEP 25 1963
by the following vote:

YEAS: Wolfsheimer, Roberts, Henderson, McCarty, Filner, O'Connor.

NAYS: None.

NOT PRESENT: McCull, Pratt, Struiksma.

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

(Seal)

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

By TENA M. MARTIN, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O 17347 (New Series) of the City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on SEP 11 1963, and on SEP 25 1963.

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

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

By Tena Martin, Deputy

(Seal)