

COPY

PARTICIPATION AGREEMENT

by and between

REDEVELOPMENT AGENCY OF THE
CITY OF SAN DIEGO,

Agency,

and

CALIFORNIA-PACIFIC ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

SYNOD OF SOUTHERN CALIFORNIA AND
HAWAII PRESBYTERIAN CHURCH, USA

UNITED JEWISH FEDERATION OF SAN DIEGO COUNTY

THE ROMAN CATHOLIC BISHOP OF SAN DIEGO

LUTHERAN CAMPUS COUNCIL OF SAN DIEGO

CORPORATION OF THE PRESIDENT
OF THE SAN DIEGO STAKE OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS,

Participants.

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PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is entered into by and between the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO (the "Agency"), and CALIFORNIA-PACIFIC ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, SYNOD OF SOUTHERN CALIFORNIA AND HAWAII PRESBYTERIAN CHURCH USA, UNITED JEWISH FEDERATION OF SAN DIEGO COUNTY, THE ROMAN CATHOLIC BISHOP OF SAN DIEGO, LUTHERAN CAMPUS COUNCIL OF SAN DIEGO, and CORPORATION OF THE PRESIDENT OF THE SAN DIEGO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS (the "Participants"). The Agency and each Participant agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101] Purpose of the Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan for the College Community Redevelopment Project by providing the procedures for the relocation and replacement of the facilities of each Participant within that portion of the Project area known as the Core Sub-Area ("Core Sub-Area") shown on the "Map of Core Sub-Area" (attached hereto and incorporated herein as Attachment No. 1). The Participants have indicated their common concern that the Participants each have the opportunity to enter into an agreement with the Agency and/or a designated developer to accomplish the relocation and replacement of the facility of each affected Participant. The relocation and replacement of each such facility pursuant to this Agreement, and the fulfillment generally of this Agreement are in the vital and best interest of the City of San Diego ("City") and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

B. [§ 102] The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan for the College Community Redevelopment Project, if and when it is approved and adopted by the City Council of the City of San Diego by Ordinance. The Redevelopment Plan is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. [§ 103] The Redevelopment Project Area

The College Community Redevelopment Project area is located in the City of San Diego, California. The exact boundary of the Redevelopment Project area is specifically and legally described in the Redevelopment Plan for such Redevelopment Project.

D. [§ 104] The Site

The "Site" of each Participant is that property in the City of San Diego illustrated and designated as the Site on the "Map of Each Site" (attached hereto and incorporated herein as Attachment No. 2) and as described in the "Legal Description of Each Site" (attached hereto and incorporated herein as Attachment No. 3). Each Site is improved with buildings and related improvements which are described generally in the "Description of Existing Sites and Facilities" (attached hereto and incorporated herein as Attachment No. 4).

E. [§ 105] Parties to the Agreement

1. [§ 106] Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California.

The principal office of the Agency is located in the City Administration Building, Community Concourse, San Diego, California 92101.

"Agency" as used in this Agreement includes the Redevelopment Agency of the City of San Diego, California and any assignee or successor to its rights, powers and responsibilities.

2. [§ 107] Participants

The Participants are:

- (1) California-Pacific Annual Conference of the United Methodist Church, a California corporation;
- (2) Synod of Southern California and Hawaii Presbyterian Church, USA, a California corporation;
- (3) United Jewish Federation of San Diego County, a California corporation;
- (4) The Roman Catholic Bishop of San Diego, a corporation sole;
- (5) Lutheran Campus Council of San Diego, a California corporation; and
- (6) Corporation of the President of the San Diego Stake of the Church of Jesus Christ of Latter-

day Saints, a corporation doing business as San Diego LDS Institute of Religion.

The principal office of each Participant for purposes of this Agreement is located at:

- (1) California-Pacific Annual Conference of the United Methodist Church, 5716 Hardy Avenue, San Diego, California 92115.
- (2) Synod of Southern California and Hawaii Presbyterian Church USA, 5717 Linda Paseo, San Diego, California 92115.
- (3) United Jewish Federation of San Diego County, 5742 Montezuma Road, San Diego, California 92115.
- (4) The Roman Catholic Bishop of San Diego, 5855 Hardy Avenue, San Diego, California 92115.
- (5) Lutheran Campus Council of San Diego, 5863 Hardy Avenue, San Diego, California 92115.
- (6) San Diego LDS Institute of Religion, 5130 Montezuma Place, San Diego, California 92115.

Whenever the term "Participant" is used herein, such term shall include any permitted nominee, assignee or successor in interest of the respective Participant as herein provided.

This Agreement includes all Participants, rather than having a separate agreement for each Participant, as a matter of convenience. Notwithstanding such execution of a common agreement, the rights, obligations and liabilities between the Agency and each Participant hereunder are several, and run only between the Agency and each such Participant. Without limiting the foregoing, each Participant (and only such Participant) shall be the beneficiary of the Agency's covenants and conditions herein as applied to that Participant, and no Participant may be harmed by, or seek enforcement, if there is a failure of such covenants and conditions with respect to another Participant, nor shall any Participant have any right to object to or determine whether or in what manner this Agreement is implemented with respect to another Participant.

F. [\$ 108] Change in Ownership of a Participant; Assignment of Agreement

The qualifications and identity of each Participant are of particular concern to the City and the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with each Participant. No voluntary or involuntary

successor in interest of any Participant shall acquire any rights or powers under this Agreement without the prior written approval of the Agency.

The rights and obligations of a particular Participant under this Agreement may be assigned by such Participant only to a nonprofit public benefit corporation which is assuming the functions of such Participant, whether by merger, succession or otherwise, and only with the prior written consent of the Agency (which consent shall not be unreasonably withheld).

II. [§ 200] LIMITATION ON ACQUISITION OF EXISTING SITES AND FACILITIES

The Agency hereby agrees that it waives any right to acquire the existing Site and facility of a particular Participant by the use of its power of eminent domain, unless and until: (1) this Agreement is terminated pursuant to subdivision (a), (b) or (c) of Section 404 or the first paragraph of Section 700; or (2) a Redeveloper has entered into a Relocation Agreement with such Participant pursuant to Section 300 of this Agreement and such Participant fails to timely cure a material default under such Relocation Agreement after having been given notice of such default. Any exercise of the power of eminent domain by the Agency shall comply with all procedures applicable to acquisition of nonprofit, special use properties and shall be subject to the State Relocation Act (except that, if the Agency is exercising its power of eminent domain as the result of a termination of this Agreement pursuant to subdivision (c) of Section 404, the Agency shall not be required to seek alternative property which is other than the Participant's nonprofit, special use property).

III. [§ 300] AGREEMENT TO NEGOTIATE

A. [§ 301] Good Faith Negotiations

The Agency and/or any developer designated by the Agency (such entity, whether the Agency itself and/or any developer designated by the Agency, being referred to in this Article III. as the "Redeveloper"), and each Participant agree for the period set forth below to negotiate diligently and in good faith to prepare a Relocation Agreement to be entered into between the Redeveloper and the respective Participant with respect to an area ("Replacement Site") to be mutually selected in the Core Sub-Area of the College Community Redevelopment Project.

B. [§ 302] Period of Negotiations

The Redeveloper and the respective Participant agree to negotiate for a 120-day period, commencing upon delivery of a written notice by the Agency to the respective Participant requesting such negotiations (and designating the Redeveloper,

whether the Agency itself, or a developer designated by the Agency, or both) together with a draft Relocation Agreement meeting the requirements of Section 303. If the Redeveloper is not the Agency, the notice shall be accompanied by current financial statements, statements of qualifications and other data which will permit the Participant to determine the financial strength and development experience of the Redeveloper. The Redeveloper shall also provide advances of funds as costs are incurred in amounts sufficient to permit the Participant to pay the costs of the financial consultants, attorneys and other professionals required to advise the Participant with regard to the financial and development expertise of the Redeveloper and to advise the Participant of methods of providing assurance of performance by the Redeveloper. The Participant shall not be deemed to be unreasonable by not entering into a Relocation Agreement with the Redeveloper if the Participant, based upon its consultants' advice, reasonably determines that the Redeveloper does not have the financial strength or development expertise to carry out the Redeveloper's duties under the proposed Relocation Agreement, or if the Redeveloper does have the requisite financial strength and development expertise, the Redeveloper does not agree to provide assurance of performance reasonably required by the Participant, or if the Redeveloper has breached its Relocation Agreement with another Participant and has failed to remedy such breach.

If on the 120th day from the date of such notice the negotiations have not resulted in the submission by the Redeveloper to the Participant of a Relocation Agreement which the Redeveloper believes will be acceptable to the Participant (in a form approved by the Agency, if it is not included as Redeveloper), then the negotiations pursuant to such written notice shall terminate, unless the 120-day period has been extended by the Agency. If a Relocation Agreement consistent with the terms of this Agreement and acceptable to the Redeveloper is so submitted by the Redeveloper within the 120-day period, then the negotiation period is extended for 45 days (90 days with respect to the San Diego LDS Institute of Religion) from the date of such submittal to enable the Participant to: (1) determine whether it desires to enter into such Relocation Agreement, (2) take the actions necessary to authorize the Participant to sign the Relocation Agreement, if the Participant determines to do so, and (3) sign the Relocation Agreement.

If the Participant has not signed the Relocation Agreement and delivered it to the Redeveloper (and the Agency, if it is not included as Redeveloper) by such 45th day (or 90th day, if applicable), then, if the Participant has unreasonably failed to enter into a Relocation Agreement which is consistent with the essential terms and conditions set forth in Section 303 of this Agreement, the Agency may terminate this Agreement pursuant to Section 404(b), unless the 45-day (or 90-day, if applicable) period has been extended by the Agency.

Nothing herein shall be construed to preclude the Agency from delivering a subsequent written notice or notices to commence negotiations to a particular Participant if negotiations commenced under a previous written notice have terminated, and this Agreement has not been terminated by the Agency with respect to such Participant.

C. [§ 303] Development Concept and Essential Terms and Conditions

The proposed Relocation Agreement to be negotiated hereunder, and the essential terms and conditions of any such Relocation Agreement entered into with the respective Participant, shall be in conformance with the following requirements:

1. Upon relocation each Participant will own in fee simple its individual Replacement Site, including the underlying land, buildings, open space and parking; provided, however, that if any Participant, between the date of this Agreement and the effective date of the Relocation Agreement has conveyed an interest in the Participant's existing Site so that the Participant no longer owns a fee simple interest in the Participant's existing Site, then the Agency shall be only obligated to provide such Participant with an ownership interest in the Replacement Site equivalent to the ownership interest held by the participant in the Participant's existing Site on the effective date of the Relocation Agreement. Title to the Replacement Site shall be evidenced by an ALTA Owner's Policy of Title Insurance in an amount equal to the value of the Replacement Site improved with the building and site improvements to be constructed on the Replacement Site, insuring that title is vested in the Participant subject only to such exceptions as the Participant determines are acceptable. No Participant shall be required to own jointly, or in common any land, buildings, facilities or open space with other Participants or entities.
2. Each Replacement Site will be located within the Core Sub-Area with continued high visibility near the primary pedestrian traffic flow pattern to the University. The amount of land needed for each new Replacement Site will depend upon the design, architectural style, and layout. Each Replacement Site will need to contain sufficient land area and building area to accommodate the programs and activities currently engaged in by the respective Participant. The Replacement Site shall either (i)

have a land area not less than the land area of the respective Participant's current Site; or (ii) if the land area of the Replacement Site is less than the land area of the existing Site, the building to be constructed on the Replacement Site shall contain additional square footage to compensate the Participant for the loss of outdoor program space (as defined below in paragraph 6.a. of this Section 303) at the Replacement Site. The final design, layout and all related matters must be approved by each Participant with respect to its Replacement Site, as discussed in greater detail below.

3. In consideration for a Participant entering into a Relocation Agreement and completing the relocation and replacement of its facility thereunder, and assisting in implementing the Redevelopment Project, the Agency shall waive its rights to use eminent domain to acquire the Replacement Site of such Participant.

In addition, the Agency will agree to use its reasonable good faith efforts to obtain from the Board of Trustees for the University a written statement of its intent not to add the applicable Replacement Site back into the University's Master Plan. If the Agency is unable to obtain such a statement with respect to a proposed Replacement Site, then the Participant shall not be required to relocate its facility to that proposed Replacement Site. A Participant shall also have the right to reject a proposed Replacement Site if such Participant provides the Agency with reliable information showing a reasonable likelihood that the proposed Replacement Site will be added within the boundaries of the University Master Plan in the future.

4. Each Replacement Site shall be improved with building and site improvements which are at least comparable to the facilities presently enjoyed by the respective Participant. The Redeveloper shall agree that maximum environmental integrity, aesthetics and energy efficiency will be incorporated into the design of each Replacement Site and the buildings and site improvements to be constructed on the Replacement Site. For each Replacement Site which is to be constructed by the Redeveloper, the respective Participant shall have the right to review and approve the design and construction of its Replacement Site, buildings and site improvements. The Relocation Agreement shall

provide a detailed procedure and schedule to be followed to allow each Participant a reasonable period of time to review and approve each step and/or phase of the design process and each phase of the construction phase of the development process.

5. Each Replacement Site shall be of sufficient size to accommodate an equal or greater number of parking spaces for that particular Participant's use than exist on the Site of the applicable Participant. The required parking spaces shall be located on each Replacement Site, unless by mutual agreement of the Redeveloper and those Participants who choose to enter into such an agreement, alternative parking arrangements may be developed. No Participant shall be deemed to have unreasonably failed to enter into a Relocation Agreement by failing to agree to an alternative parking arrangement. Subject to those Participants who choose to enter into alternative parking arrangements, each Replacement Site shall be large enough to accommodate the required parking, which shall be in addition to the site needs discussed in paragraph 2. above. Each Replacement Site shall include parking to fulfill handicapped parking requirements and at least minimum City parking standards as well as meeting the needs of each Replacement Site. The parking spaces shall be part of the site owned in fee simple by the applicable Participant and shall be under the exclusive use and control of each such Participant. Each Participant shall approve the design and construction of the parking areas on its Replacement Site consistent with this Agreement and applicable City guidelines and regulations, and such approval shall be included in the approval process as discussed in paragraphs 4. and 6. of this Section 303, in connection with the design and construction of the buildings and other facilities.
6. The Relocation Agreement shall provide (as agreed to by the parties thereto) that either the Redeveloper shall design and build the applicable Replacement Site or, in the alternative, the respective Participant shall design and build its own Replacement Site. Each Participant shall have the option to design or cause the design of its replacement facility by an architect selected by that Participant. If the Participant designs the replacement facility with an architect selected by the Participant, the Redeveloper shall establish a

procedure acceptable to the Participant and the Participant's architect for the payment of the architect's fees and the fees of other consultants required for the design of the replacement facility with funds provided in advance by the Redeveloper. The party (Redeveloper or Participant) with the design responsibility shall permit the other party to review and approve the design of the replacement facility at appropriate stages, including at least the site plan phase, and architectural schematic design, design development, and construction document phases. Review shall include review of floor plans, elevations, drawings, outline and final specifications, statements of probable construction cost, and other design documents. All final plans and specifications shall be subject to the approval of, and be acceptable to, the applicable Participant, consistent with Agency design criteria set forth in the Master Project Plan for the Project and discretionary action in the purview of the Agency or the City such as a Phased Project Plan Permit, Hillside Review Permit, Resource Protection Ordinance Permit, subdivision map approval, and similar regulations. If the Participant constructs the replacement facility with a contractor selected by the Participant, the Redeveloper shall be required to establish a procedure acceptable to the Participant and the Participant's contractor for the advancement of funds provided in advance by the Redeveloper for the costs of construction. The party responsible for the construction of the replacement facility shall give the other party reasonable access to the Replacement Site for inspections and reviews and reasonable access to the construction records. The party responsible for construction of the replacement facility shall also keep the other party informed about the progress of construction and provide copies of all construction schedules to the other party. The Participant shall provide funds it receives from acquisition of its existing Site and facility (including refinancing outstanding loans on terms no less favorable than existing financing), and for any upgrades it requests over a site and facility required to be provided by the Redeveloper (or by the Agency if it is not the Redeveloper) under this Agreement. If a Participant no longer owns fee simple interest of its existing Site on the date of the Relocation Agreement, then the Participant shall also provide funds for any upgrade in ownership interest from the Participant's existing Site to the

Participant's Replacement Site. If the Participant constructs its own replacement facility, the Relocation Agreement shall provide a detailed procedure for advancing funds to the Participant in advance of the Participant contracting for design and construction services.

With respect to the design and construction of the applicable Replacement Site, buildings, and site improvements for a Participant, the following shall also be included in the Relocation Agreement:

- a. The new Replacement Site and buildings and site improvements to be constructed thereon will be of sufficient size and design to properly accommodate the building and program space needs for the applicable Participant. This shall mean that the Replacement Site and buildings, and site improvements to be constructed thereon shall be of at least comparable size and quality of the existing buildings and program space. "Program space" as used here refers to the fact that each Participant currently uses areas on their premises, but possibly outside the buildings, to conduct various programs and activities. These additional program space needs will need to be taken into consideration in planning and designing each Replacement Site, and shall be accommodated either inside the buildings or, if appropriate, outdoor space provided on each respective Replacement Site.
- b. The following items, in addition to those matters discussed elsewhere in these conditions, shall be considered in determining the adequacy of each new Replacement Site: land areas; area of indoor space and equivalent room configurations (such as numbers of offices, bathrooms, living quarters); room styles (such as high ceilings, heavy ceiling beams, multi-level areas); outdoor program facilities (including such things as swimming pool, greenhouse, courtyard).
- c. The Relocation Agreement shall specifically provide that the applicable Replacement Site shall be a turnkey facility. "Turnkey facility" as used here shall mean that the costs of the acquisition and improvement of the Replacement Site, and construction of the

buildings and facilities upon the Replacement Site, together with all architectural, engineering, planning and other consultant costs, building fees, development fees, utility fees and other costs associated with the acquisition and development of the Replacement Site and construction of the building and improvements thereon shall be borne by the Agency or the Redeveloper, and the Participant shall have no obligation for any such costs except as expressly provided for in paragraph 6. of this Section 303. Each Participant may require upgrades in size or quality of the replacement facility, over and above the size and quality required to be constructed by the Redeveloper (or the Agency if it is not the Redeveloper), at the Participant's cost. Each Participant shall continue to be entitled to any other benefits or rights to which they are entitled by law.

- d. As noted elsewhere, each Participant shall have final approval at each stage of the design and construction phases of its project. The cost of the project to be paid by the Redeveloper shall include reasonable costs that may be incurred by the Participant in connection with its approval function. The Relocation Agreement shall include a complete schedule for the review by the applicable Participant for the design and construction phases of its project.
7. The Agency agrees to use its reasonable good faith efforts to involve other entities such as San Diego State University, the City of San Diego, and the State of California to obtain a written statement of intent from the Board of Trustees of the California State University system, that each Replacement Site will remain outside of the University Master Plan. If the Agency is unable to obtain such a statement with respect to a proposed Replacement Site, then the Participant shall not be required to relocate its facility to that proposed Replacement Site.
8. Each Participant represents that the Participants have cumulatively incurred as the total cost eligible for reimbursement for relocation costs through September 30, 1993, the amount of Twenty-Eight Thousand Eight Hundred Twelve Dollars and Fourteen Cents (\$28,812.14), representing the costs

incurred by the Participants for eligible legal and consultant fees in connection with the relocation procedures contained in this Agreement. The Participants acknowledge that they have received reimbursement toward such costs in the amount of Ten Thousand Dollars (\$10,000) from the San Diego State University Foundation. The share of the remaining Eighteen Thousand Eight Hundred Twelve Dollars and Fourteen Cents (\$18,812.14) of such costs actually borne by the applicable Participant, together with any eligible relocation costs incurred after September 30, 1993 by a Participant in connection with completing, authorizing and executing this Agreement, which have actually been borne by the applicable Participant, and the cost of negotiation and implementation of that Participant's Relocation Agreement, shall be reimbursed at the time such Relocation Agreement is entered into provided that (1) the Participant has delivered to the Agency satisfactory evidence of the amount actually borne by the applicable Participant and to be reimbursed, together with releases from the other Participants for such amount; and (2) the Executive Director of the Agency (or the Executive Director's designee) has confirmed that such amounts were incurred in connection with completing, authorizing and executing this Agreement or the negotiation and implementation of the Relocation Agreement. Without limiting the foregoing, expenses incurred to follow or participate in City or Agency planning, redevelopment, or other governmental activities shall not be eligible, unless they are incurred to complete, authorize and execute this Agreement, or to negotiate and implement the applicable Relocation Agreement.

9. The Relocation Agreement shall provide that the applicable Participant shall be able to continue to provide uninterrupted services of the type and level of its current programs within the Core Sub-Area, to students, faculty and others during the design and construction process, either at its present location or at a short-term interim location while the Replacement Site is constructed concurrent with the redevelopment on its existing Site. It is the intent that the use of relocation to interim facilities be minimized to the greatest extent possible, and that the relocation to an interim location be proposed only where the proposed development will be located in part upon the Participant's existing Site. If interim

facilities are proposed, (i) the final Replacement Site shall have been approved by the Participant and conveyed to the Participant (or the Participant shall have obtained such other evidence of the final Replacement Site control reasonably acceptable to the Participant) prior to the date upon which the Participant is required to move from its present Site, (ii) construction of the facilities on the final Replacement Site shall have commenced prior to the date upon which the Participant is required to move from its present Site or the Participant shall have received assurances reasonably acceptable to the Participant that construction of the facilities will commence not later than 90 days after the date upon which the Participant is required to move from its present Site and (iii) the Participant shall have received assurances reasonably acceptable to the Participant that the facilities to be constructed upon the Replacement Site will be diligently pursued and completed at the earliest time possible, but in no event later than 15 months from the date of the move to the interim location. The Participant may agree to extend the 15-month limitation, but if the Participant does not so agree, the Redeveloper shall assure that the facilities are available within the 15-month period. The moving of a Participant shall be timed to avoid interfering with its seasonally significant activities such as the start of the school year, high holy days, and similar occasions. All costs in connection with the move to an interim location shall be borne by the Redeveloper (or the Agency if it is not the Redeveloper) and such costs shall be in addition to the relocation payments and benefits that the Participant is otherwise entitled to under this Agreement and applicable law, and such payments and benefits shall not be diminished, but shall be made as if the temporary move had not been made. Each Participant shall be allowed to continue operating its present facility until such time as the new short-term interim location or the Replacement Site is completed and ready for occupancy.

10. All costs incurred by each Participant relating to the relocation of its operation shall be paid by the Redeveloper or others than the Participant. These costs shall include but not be limited to the actual relocation costs and incidentally related costs incurred in moving to the new Replacement Site.

In addition, all other incidental expenses incurred by each Participant in connection with the relocation and replacement of its facility, including such things as legal, consultant, engineering and architectural fees and expenses, shall be paid by the Redeveloper and the Participant shall have no obligations for such costs except as expressly provided for in paragraph 6. of this Section 303.

11. The Agency shall provide in its agreement with the Redeveloper that the Redeveloper shall perform the Redeveloper's duties under Sections 301 and 302 of this Agreement and the corresponding Relocation Agreement, and that the Redeveloper's failure to do so shall be an event of default under the Agency/Redeveloper agreement. The Agency shall require in its agreement with the Redeveloper that reasonable security be provided to assure performance of the Redeveloper's duties under the Relocation Agreement. If the Redeveloper defaults prior to the date upon which the Participant has moved from its current Site, then the Participant shall have no obligation to move from its current Site, and the Agency shall have no right to acquire its current Site under that agreement with the Redeveloper, unless and until all defaults have been cured.

D. [§ 304] Participant's Findings, Determinations, Studies and Reports

As from time-to-time requested by the Agency with prior written notice to the respective Participant, the Participant agrees to make oral and written progress reports advising the Agency on all matters relating to the Participant's obligations under this Agreement and all studies which the Participant is required to make under this Agreement.

E. [§ 305] Environmental Requirements

Certain state and local environmental requirements may be applicable to the proposed relocation and replacement of the facilities of the Participants. Pursuant to such requirements certain environmental documents will be prepared and certified for the College Community Redevelopment Project. Each Participant agrees to supply information and otherwise assist the Agency as requested to determine the environmental impact of the relocation and replacement of its facility, and to prepare such additional environmental impact documents, if any, as may need to be completed therefor, all at no cost to the Participant.

F. [§ 306] Agency Assistance and Cooperation

The Agency shall cooperate fully in providing each Participant with appropriate information and assistance.

Should the Redeveloper (if other than the Agency) default under its Relocation Agreement with any Participant, the Agency shall diligently undertake reasonable efforts and/or pursue its legal rights in order to have the Redeveloper cure the default pursuant to the Agency's agreement with the Redeveloper.

G. [§ 307] Agency and City Council Public Hearing

If the negotiations hereunder culminate in a Relocation Agreement which involves the disposition of property to a Participant by the Agency, such an agreement becomes effective only after and if the agreement has been considered and approved by the Agency and City Council after public hearing.

IV. [§ 400] DEFAULTS AND REMEDIES

A. [§ 401] Defaults - General

Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. [§ 402] Specific Performance

If either the Agency or any Participant defaults under any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party

within thirty (30) days of service of the notice of default, and is not completely cured in a continuous and diligent manner within a reasonable period of time after commencement, the non-defaulting party at its option may institute an action for specific performance of the terms of this Agreement.

C. [§ 403] Damages

If either the Agency or any Participant defaults under any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days of service of the notice of default and is not completely cured in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the other party for any damages caused by such default, and the nondefaulting party may thereafter commence an action for damages against the defaulting party with respect to such default.

D. [§ 404] Remedies and Rights of Termination

In the event that:

- (a) Any successor in interest of a Participant claims any rights or powers under this Agreement, or a Participant assigns this Agreement or any right herein, or transfers its Site or facility (or portion thereof) or any interest therein in violation of this Agreement; or
- (b) A Participant fails to timely cure any material default of this Agreement after having been given notice of such default pursuant to this Agreement; or
- (c) A Participant has unreasonably failed to enter into a Relocation Agreement which is consistent with the essential terms and conditions set forth in Section 303 of this Agreement, in the manner and within the time established in Section 302 of this Agreement,

then this Agreement with respect to the Site and facility of the applicable Participant, and any rights of the applicable Participant, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Agency, shall, at the option of the Agency, be terminated by written notice to the applicable Participant.

In the event that the Agency fails to timely cure any material default of this Agreement with respect to a particular Participant after having been given notice of such default by the Participant pursuant to this Agreement, then the applicable Participant shall

have the right to terminate this Agreement with respect to its own rights and obligations.

In the event that this Agreement is terminated with respect to a particular Participant for any reason other than pursuant to subdivision (a), (b) or (c) above or the first paragraph of Section 700 below, including if it is terminated by and with respect to a particular Participant due to a material default hereunder by the Agency, then the waiver of the right to exercise the power to acquire the applicable Participant's existing Site by eminent domain by the Agency shall survive the termination of this Agreement.

E. [§ 405] Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

F. [§ 406] Legal Actions

1. [§ 407] Institution of Legal Actions

In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in an appropriate Municipal Court in that County, or in the Federal District Court in the Southern District of California.

2. [§ 408] Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. [§ 409] Acceptance of Service of Process

In the event that any legal action is commenced by a Participant against the Agency, service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency, or in such other manner as may be provided by law.

In the event that any legal action is commenced by the Agency against a Participant, service of process on the Participant shall be made by personal service upon an officer of the Participant or

in such other manner as may be provided by law, whether made within or without the State of California.

V. [§ 500] GENERAL PROVISIONS

A. [§ 501] Notices, Demands and Communications between the Parties

Formal notices, demands and communications between the Agency and a Participant shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency or the Participant as described in Sections 106 and 107, respectively. Such written notices, demands and communications may be sent in the same manner to such other addresses as any party may from time to time designate by mail.

B. [§ 502] Conflict of Interest

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

Except for payment made or to be made to any of the Participants' consultants as contemplated by this Agreement, each Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

C. [§ 503] Nonliability of Agency Officials and Employees

No member, official or employee of the Agency shall be personally liable to a Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant, or successor, or on any obligation under the terms of this Agreement.

D. [§ 504] Approvals

Except as otherwise expressly provided in this Agreement, approvals required of the Agency or a Participant in the Agreement shall not be unreasonably withheld or delayed.

VI. [§ 600] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in ten (10) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and four (4) attachments, which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency or the applicable Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the applicable Participant.

VII. [§ 700] TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

This Agreement shall be approved by the Agency and authorized for execution (conditional on execution by all Participants) by the Executive Director (or his designee), and shall be submitted to the Participants for execution, on or before the commencement of the public hearing with respect to the Redevelopment Plan for the Redevelopment Project by the City Council. This Agreement must be executed by all Participants and delivered to the Agency within ninety (90) days after it has been authorized for execution by the Agency, or the Executive Director (or his designee) shall have no authority to execute the same.

This Agreement, when executed by all Participants and delivered to the Agency, must be executed and delivered by the Agency within thirty (30) days after date of signature by all Participants, or this Agreement may be terminated by any Participant upon written notice to the Agency. The effective date of this Agreement shall be the date when this Agreement has been executed by the Agency; provided, however, that this Agreement shall automatically terminate if the Redevelopment Plan for the Redevelopment Project is not adopted on or before December 31, 1993, or is invalidated by any legal proceedings or rescinded or terminated by the City Council and/or the Agency in connection therewith.

If this Agreement has not been sooner terminated with respect to a Participant, this Agreement shall be deemed to be automatically terminated with respect to such Participant concurrent with the time of expiration of the Agency's power to acquire property by eminent domain under the Redevelopment Plan, as it may be amended.

IN WITNESS WHEREOF, the Agency and the Participants have signed this Agreement as of the dates set opposite their signatures.

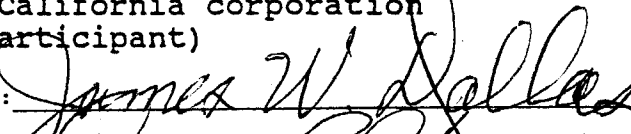

REDEVELOPMENT AGENCY OF THE CITY
OF SAN DIEGO
(Agency)

Dated: 11/10/94

By: 
Maureen A. Stapleton
Assistant Executive Director

CALIFORNIA-PACIFIC ANNUAL CONFERENCE
OF UNITED METHODIST CHURCH,
a California corporation
(Participant)

Dated: 12/22/93

By: 
By: 

SYNOD OF SOUTHERN CALIFORNIA AND
HAWAII PRESBYTERIAN CHURCH, USA,
a California corporation
(Participant)

Dated: _____

By: _____

UNITED JEWISH FEDERATION OF SAN
DIEGO COUNTY,
a California corporation
(Participant)


Dated: _____

By: _____

IN WITNESS WHEREOF, the Agency and the Participants have signed this Agreement as of the dates set opposite their signatures.

REDEVELOPMENT AGENCY OF THE CITY
OF SAN DIEGO
(Agency)

Dated: 11/10/94

By: 
Maureen A. Stapleton
Assistant Executive Director

CALIFORNIA-PACIFIC ANNUAL CONFERENCE
OF UNITED METHODIST CHURCH,
a California corporation
(Participant)

Dated: _____

By: _____

SYNOD OF SOUTHERN CALIFORNIA AND
HAWAII PRESBYTERIAN CHURCH, USA,
a California corporation
(Participant)

Dated: 11/9/93

By:  *Squad Executive*
Treasurer.

UNITED JEWISH FEDERATION OF SAN
DIEGO COUNTY,
a California corporation
(Participant)

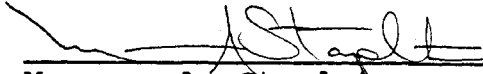
Dated: _____

By: _____

IN WITNESS WHEREOF, the Agency and the Participants have signed this Agreement as of the dates set opposite their signatures.

REDEVELOPMENT AGENCY OF THE CITY
OF SAN DIEGO
(Agency)

Dated: 1/10/94

By: 
Maureen A. Stapleton
Assistant Executive Director

CALIFORNIA-PACIFIC ANNUAL CONFERENCE
OF UNITED METHODIST CHURCH,
a California corporation
(Participant)

Dated: _____

By: _____

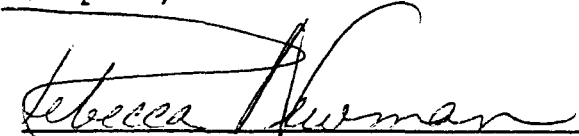
SYNOD OF SOUTHERN CALIFORNIA AND
HAWAII PRESBYTERIAN CHURCH, USA,
a California corporation
(Participant)

Dated: _____

By: _____

UNITED JEWISH FEDERATION OF SAN
DIEGO COUNTY,
a California corporation
(Participant)

Dated: 1/5/94

By: 

THE ROMAN CATHOLIC BISHOP OF SAN
DIEGO,
a corporation sole
(Participant)

Dated: Oct. 20, 1993

By: Vincent E. Whelan
attorney-in-fact

LUTHERAN CAMPUS COUNCIL OF SAN
DIEGO,
a California corporation
(Participant)

Dated: _____

By: _____

CORPORATION OF THE PRESIDENT OF THE
SAN DIEGO STAKE OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS,
a corporation doing business as San
Diego LDS Institute of Religion
(Participant)

Dated: _____

By: _____

APPROVED AS TO FORM AND LEGALITY:

JOHN W. WITT
Agency General Counsel

By: Allisyn L. Thomas
Allisyn L. Thomas

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: Bruce D. Ballmer
Bruce D. Ballmer

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THE ROMAN CATHOLIC BISHOP OF SAN
DIEGO,
a corporation sole
(Participant)

Dated: _____

By: _____

LUTHERAN CAMPUS COUNCIL OF SAN
DIEGO,
a California corporation
(Participant)

Dated: 11/2/93

By: David J. Messig

CORPORATION OF THE PRESIDENT OF THE
SAN DIEGO STAKE OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS,
a corporation doing business as San
Diego LDS Institute of Religion
(Participant)

Dated: _____

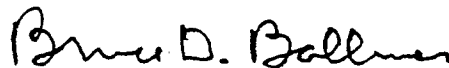
By: _____

APPROVED AS TO FORM AND LEGALITY:

JOHN W. WITT
Agency General Counsel

By: 
Allisyn L. Thomas

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: 
Bruce D. Ballmer

k:\cg\sd\edd\state\part7.agr

THE ROMAN CATHOLIC BISHOP OF SAN
DIEGO,
a corporation sole
(Participant)

Dated: _____

By: _____

LUTHERAN CAMPUS COUNCIL OF SAN
DIEGO,
a California corporation
(Participant)

Dated: _____

By: _____

CORPORATION OF THE PRESIDENT OF THE
SAN DIEGO STAKE OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS,
a corporation doing business as San
Diego LDS Institute of Religion
(Participant)

Dated: _____

By: *Scott Dill, President*
12/27/93 *12/28/93*

APPROVED AS TO FORM AND LEGALITY:

JOHN W. WITT
Agency General Counsel

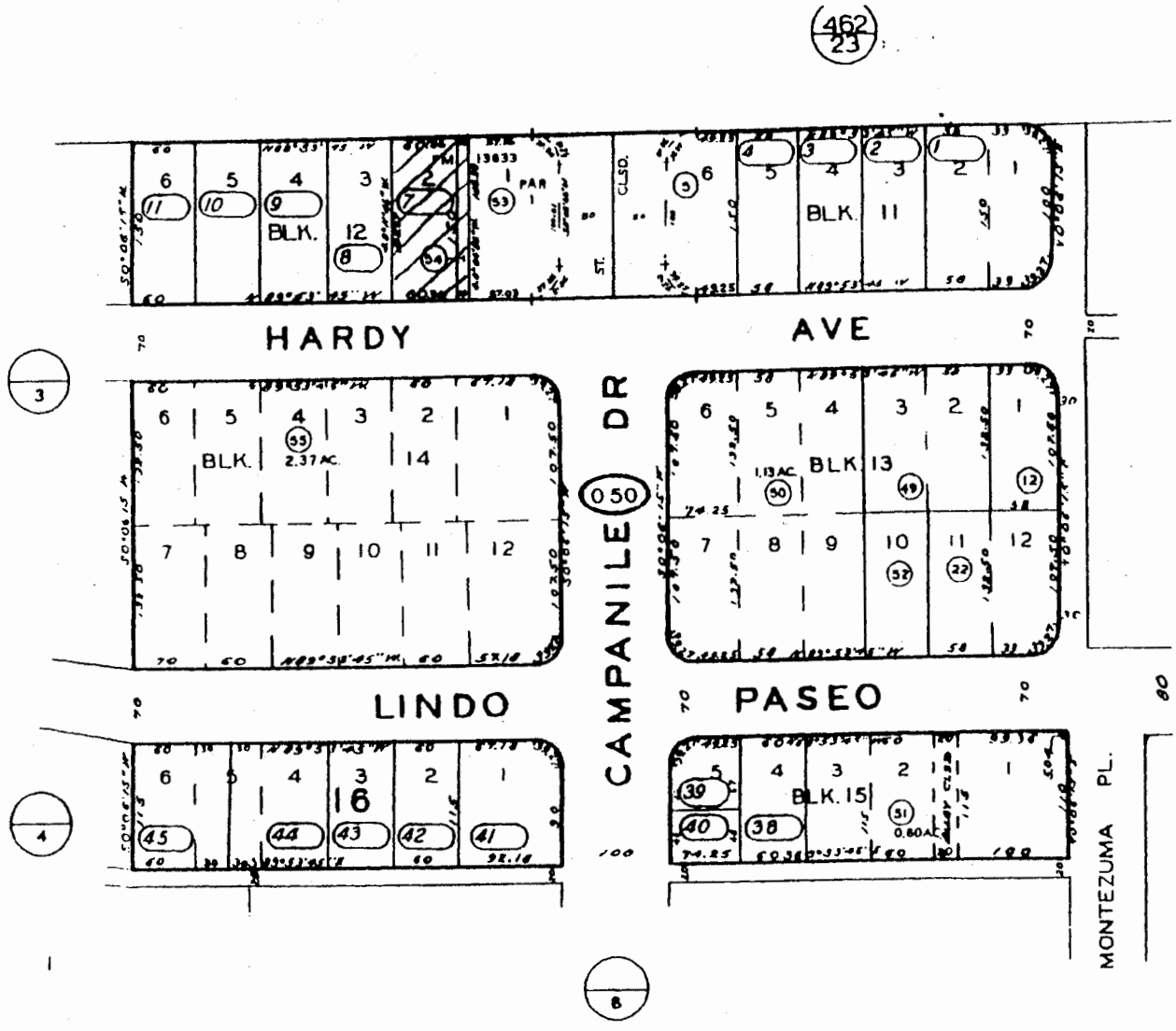
By: *Allisyn L. Thomas*
Allisyn L. Thomas

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: *Bruce D. Ballmer*
Bruce D. Ballmer

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California-Pacific Annual Conference, 466-059
of the United Methodist Church



466-05
1" = 100'
N

6-12-91

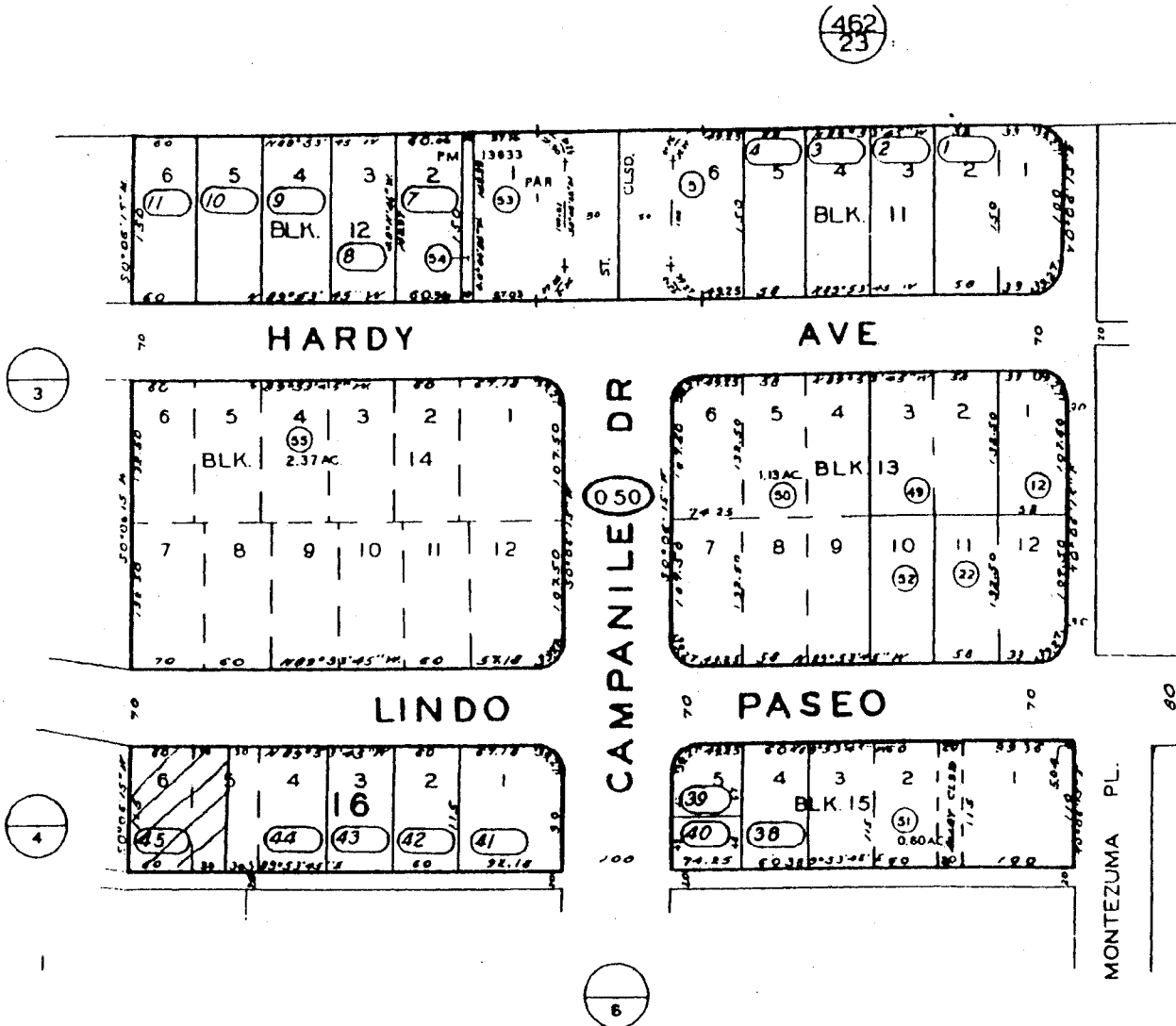
CHANGES				
BLK	OLD	NEW	YR	CUT
	13 14	47	72	1855
	48 49	50	78	1867
	51 52	53	82	1873
	54 55	56	86	1881
	57 58	59	90	1889
	60 61	62	94	1897
	63 64	65	98	1905
	66 67	68	102	1913
	69 70	71	106	1921
	72 73	74	110	1929
	75 76	77	114	1937
	78 79	80	118	1945
	81 82	83	122	1953
	84 85	86	126	1961
	87 88	89	130	1969
	90 91	92	134	1977
	93 94	95	138	1985
	96 97	98	142	1993
	99 100	101	146	2001



This is not a plat or survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

California-Pacific Annual Conference 466-050
of the United Methodist Church


SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 466 PAGE 05



(462
23)

466-05
1" = 100'
N
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6-17-91

CHANGES				
BLK	OLD	NEW	YR	CUT
	13-14	49	72	1854
	49-50	50	76	1867
	50-51	51	82	1875
	51-52	52	82	1875
	52-53	53	85	1883
	53-54	54	85	1883
	54-55	55	86	1889
	55-56	56	92	1899
	56-57	57	92	1899
	57-58	58	92	1899
	58-59	59	92	1899
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	61-62	62	92	1899
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	89-90	90	92	1899
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	91-92	92	92	1899
	92-93	93	92	1899
	93-94	94	92	1899
	94-95	95	92	1899
	95-96	96	92	1899
	96-97	97	92	1899
	97-98	98	92	1899
	98-99	99	92	1899
	99-100	100	92	1899

(467
1)

MAP 2218 - COLLEGE PARK UNIT NO. 2



This is not a plat or survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

The Roman Catholic Bishop of
San Diego

466-050

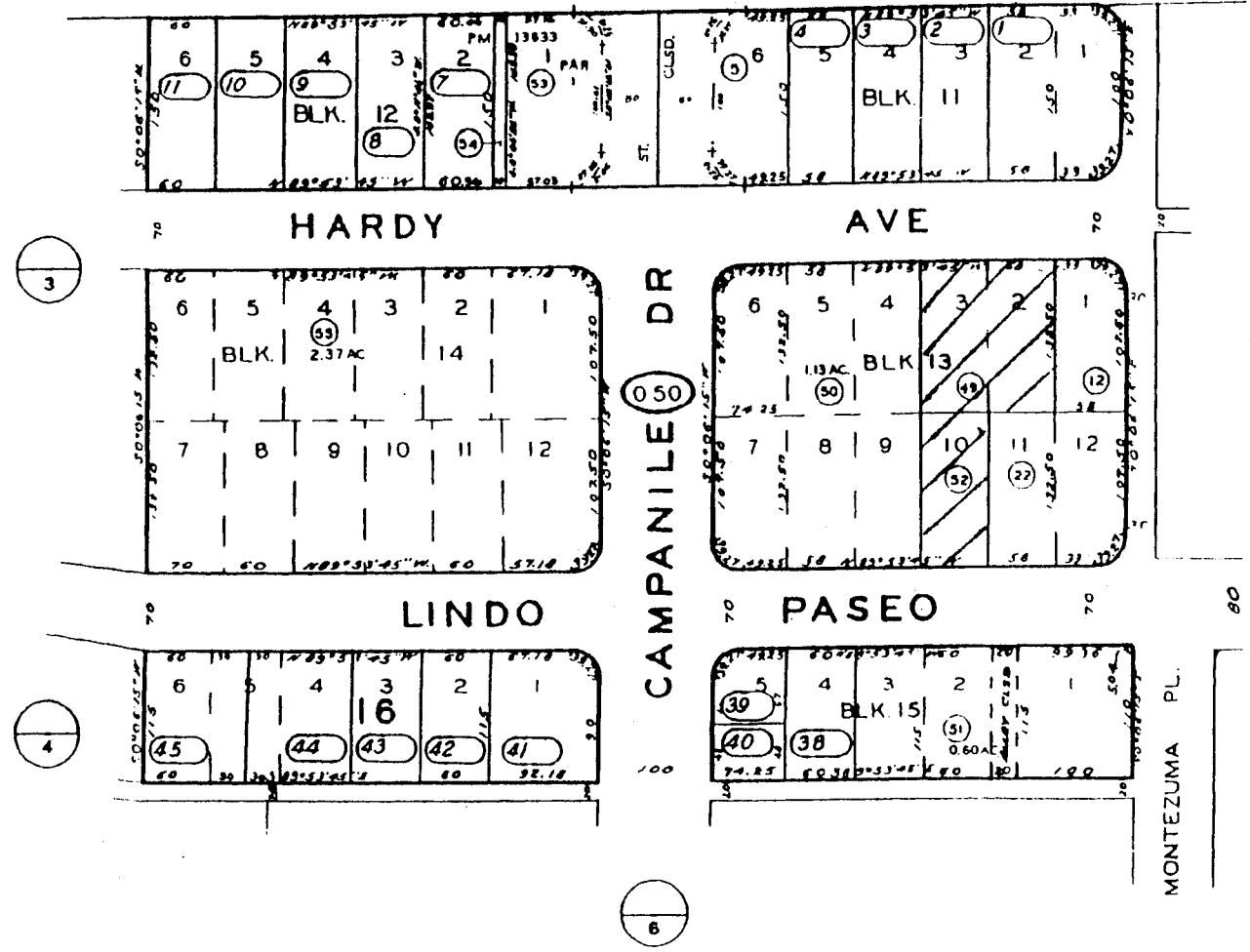
462
23

466-05

1" = 100'
N

6-17-91

CHANGES				
BLK	OLD	NEW	TR	CUT
	13, 14	49	7E	1855
	2-28	50	7B	867
	17-48	51	8E	1879
	21-24	52	8C	2931
	6	55, 54	8B	3043
	9, 8, 9	53, 54, 55	8B	5739
050	21-27			
	14-34	55	7C	1264



467
1

SAN DIEGO COUNTY
ASSOCIATES MAP
BOOK 466 PAGE 05

MAP 2218 - COLLEGE PARK UNIT NO. 2



This is not a plat or survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Owner: NATIONAL LOT GRAN CAMPUS COUNCIL UNIVERSITY
 c/o DAVID E. NEUMANN
 SECURITY PACIFIC NAT'L BANK
 1200 3RD AVE SAN DIEGO CA 92101

ROBERT E. YOUNG ENGINEERING
 130 NORTH ORANGE AVENUE
 EL CAJON, CALIFORNIA 92020
 PHONE: 442-0394

[Signature]
 R. E. 8454

JOB NO.	DATE	ENGINEER	SHEET NO.
2950	9-15-76	D.E.S.	1 of 1

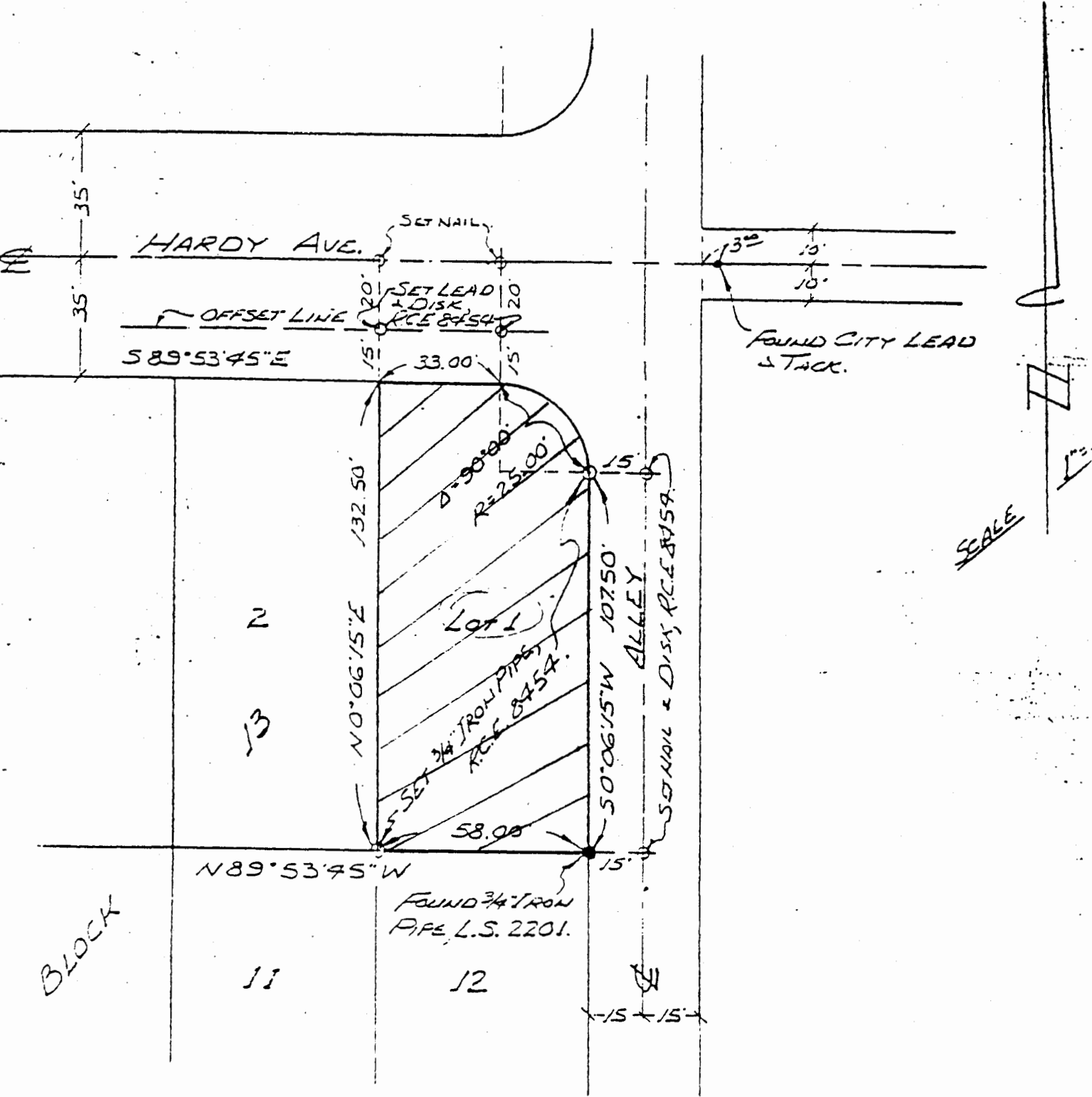
Lutheran Campus Council of San Diego, California

COPY

PLAT OF SURVEY

LOT 1 OF BLOCK 13 OF COLLEGE PARK UNIT No. 2

MAP 2218



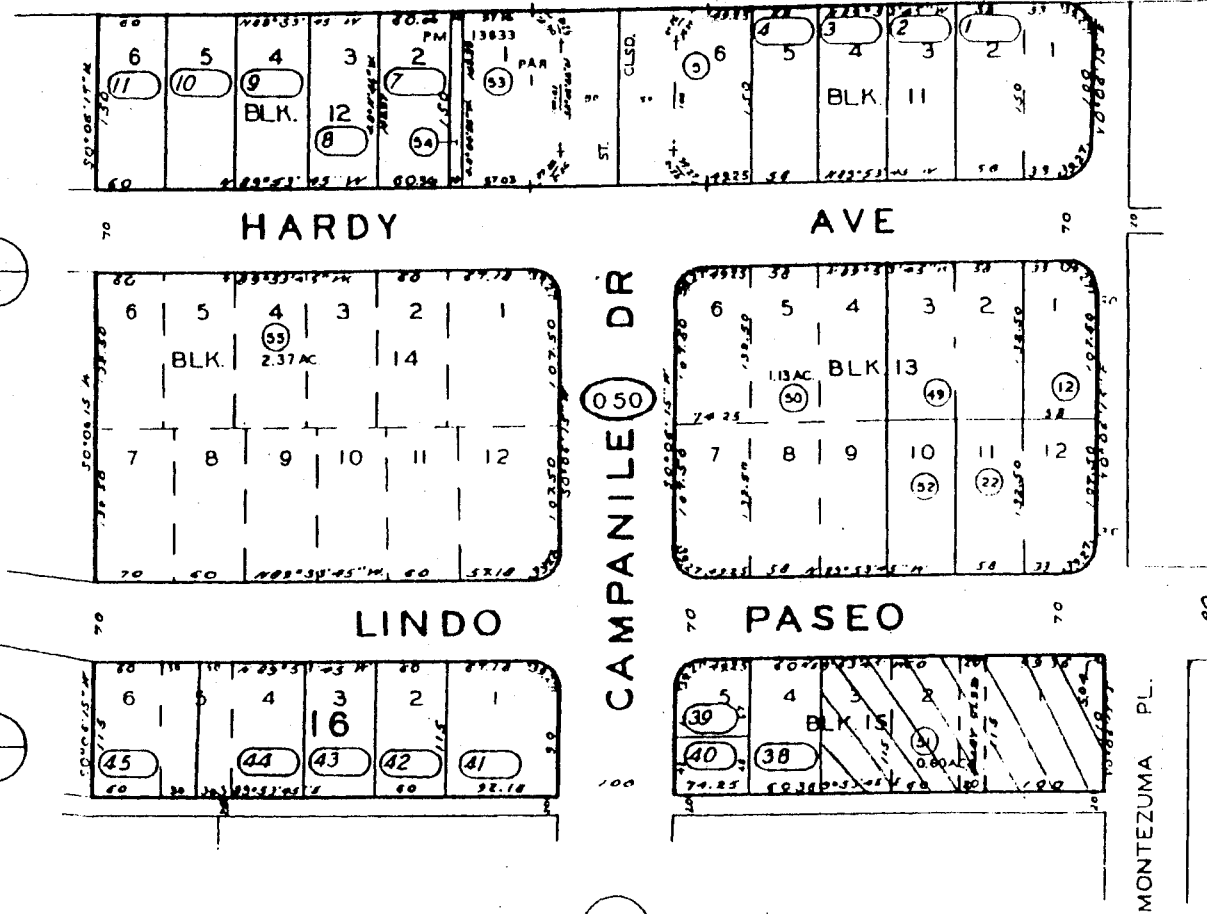
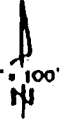
Corporation of the President of the Church of
San Diego Stake of the Church of
Jesus Christ of Latter-Day Saints

466-050


SAN DIEGO COUNTY
ASSESSOR'S MAP
5004 466 PAGE 05

(462)
23

466-05



6-17-91

CHANGES				
BLK	OLD	NEW	YR	CUT
13	14	47	72	1853
28	29	76	567	
37	40	51	82	1273
71	52	82	2531	
6	51	25	2043	
57	53	86	5733	
24	34	55	92	1746

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MAP 2218 · COLLEGE PARK UNIT NO. 2



This is not a plat or survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Attachment No. 3

LEGAL DESCRIPTIONS

California-Pacific Annual Conference of the United Methodist Church:

Parcel 1:

The West 30 feet of Lot 5 and all of Lot 6 in Block 16 of College Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 2218 filed in the office of the County Recorder August 10, 1937.

Parcel 2:

That portion, if any, of Lot 21 of the Partition of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof filed in case of Luce, et al. vs. Commercial Bank, et al., being Case No. 348, in the Superior Court of the County of San Diego, lying westerly of Lot 6 in Block 16 of College Park Unit No. 2, according to Map thereof No. 2218 filed in the office of the County Recorder August 10, 1937, the Northerly line of said portion of Lot 21 being the Westerly prolongation of the Northerly line of said Lot 6, and the Southerly line of said portion of Lot 21 being the Westerly prolongation of the Southerly line of said Lot 6.

Parcel 3:

Lot 2 in Block 12 of College Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 2218 filed in the office of the County Recorder August 10, 1937.

Synod of Southern California and Hawaii Presbyterian Church, USA:

Lots 4 and 5 in Block 16 of College Park No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 2218 filed in the office of the County Recorder August 10, 1937.

Excepting from said Lot 5 the West 30 feet.

United Jewish Federation of San Diego County:

Lot Two in Block Three of COLLEGE PARK UNIT NO. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 2196 filed in the Office of the County Recorder of San Diego County, August 18, 1931.

The Roman Catholic Bishop of San Diego:

Lots 2, 3, and 10 in Block 13 of College Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 2218 filed in the office of the County Recorder August 10, 1937.

Lutheran Campus Council of San Diego:

Lot 1, Block 13, of College Park Unit No. 2, according to Map thereof No. 2218, filed in the office of the County Recorder August 10, 1937.

Corporation of the President of the San Diego Stake of the Church of Jesus Christ of Latter-day Saints doing business as San Diego LDS Institute of Religion:

Lots 1, 2, and 3, in Block 15 of College Park No. 2, according to Map thereof No. 2218, filed in the office of the County Recorder August 10, 1937.

ATTACHMENT NO. 4

GENERAL DESCRIPTION OF EXISTING SITES AND FACILITIES

NOTE: THIS ATTACHMENT WAS PREPARED FROM THE JANUARY, 1990 SDSU CAMPUS MINISTRIES STUDIES PREPARED BY ROMA DESIGN GROUP FOR MCKELLAR DEVELOPMENT AND SAN DIEGO STATE UNIVERSITY FOUNDATION. THE INFORMATION HAS NOT BEEN VERIFIED BY THE PARTICIPANTS AND IS KNOWN TO CONTAIN SOME INACCURACIES.

CALIFORNIA-PACIFIC ANNUAL CONFERENCE OF
THE UNITED METHODIST CHURCH

Lot Size: 10,075 s.f. (65' x 155')

Location: 5716 Hardy Avenue
Northwest corner of Campanile and Hardy
Also own four-bedroom tract house at
5705 Lindo Paseo

Parking: 17 spaces

Building Size:

1st Floor	2,490 s.f.
<u>2nd Floor</u>	<u>2,210 s.f.</u>
Total	4,700 s.f.

Exterior
Open Space:

16' x 17' patio in side yard	
Sideyard including patio	1,349 s.f.
<u>Front yard excluding side</u>	<u>1,248 s.f.</u>
Total Usable Open Space	2,597 s.f.

Description: Originally a single-family house remodelled for ministry with major new addition in 1985 in conjunction with construction of transit center. House at 5705 Lindo Paseo is four-bedroom tract home built in 1950s, approximately 2,200 square feet. It currently houses four students, and is used for receptions.

Interior Spaces:

	<u>Dimensions</u> (feet)	<u>Area</u> (s.f.)
<u>First Floor</u>		
Lounge	25 x 16	400
Multi-Purpose Room	17 x 30	515
Kitchen	12 x 14	182
Office/Lounge	13 x 13	169
Office 2	7 x 10	70
Office 3	13.5 x 11	148.5
Copy/Workroom	10 x 13.5 + 6 x 3	164
Restrooms	2 @ 5 x 12	120
Storage	102	
Circulation/Mechanical	630	
<u>Second Floor</u>		
Office 4	13 x 13	164
Bath	6 x 6	36
Chapel	16 x 20	324
Office 5	10 x 17	170
Storage	135	

Student Caretaker Apartment

Living/Dining	15 x 20	302
Kitchen	9 x 10	93
Bedroom	13 x 13	173
Bath	8 x 8	66
Storage	33	

**SYNOD OF SOUTHERN CALIFORNIA
AND HAWAII PRESBYTERIAN CHURCH, USA**

Lot Size: 10,350 s.f. (90' x 115')

Location: 5717 Lindo Paseo
South side of Lindo Paseo, west of
Campanile

Parking: 10 spaces

Building Size: Main Building 2,053 GSF
Rear Building 1,110 GSF
Total 3,163 GSF

Exterior
Open Space: 20' x 40' swimming pool

Fenced Back Yard 3,650 s.f.

Front Yard and Drive 1,950 s.f.

Total 5,600 s.f.

Description: Converted single-family house built on double lot, with student resident rooms in garage and outbuildings. Fair condition. Addition to living room added in 1976.

Interior Spaces:

	<u>Dimensions</u> (feet)	<u>Area</u> (s.f.)
<u>Main Building</u>		
Living Room	18 x 30	640
Library/Conference Room	17 x 17	289
Minister's Office	14 x 12	168
Peace Studies Center	14 x 11	154
Office	12 x 10.5	126

Kitchen/Eating Area		286
Bathrooms (2, 72, 40)		112
Storage		207
Garage	16 x 20	320
Circulation		168
<u>Rear Building</u>		
Resident Rooms (5)		591
Meeting Room	10.5 x 21	209
Bathroom		30

UNITED JEWISH FEDERATION OF SAN DIEGO COUNTY

Lot Size: 8,400 s.f. (70' x 120')
Location: 5742 Montezuma
Parking: 18 spaces
Building Size; 1,715 s.f. including 19' x 21' garage used for meetings

Exterior Program Space:

Side Courtyard 1,176 s.f.
Front Yard 2,116 s.f.
Total Usable 3,292 s.f.

Description: Converted single-family house built in 1950's
Single-story stucco structure in fair condition

Interior Spaces:

	<u>Dimensions</u> (feet)	<u>Area</u> (s.f.)
Living/Multi-purpose Room	25 x 21	525
Meeting Room (Garage)	19 x 21	399
Kitchen (Kosher)	10 x 12	120
Agency Director's Office	11 x 12	132
Campus Director's Office	15 x 10	150
Secretary/Reception/ Workroom	14 x 15	210
Bath	5 x 9	45
Storage	12 x 17	89
Entry	9 x 5	45

**THE ROMAN CATHOLIC BISHOP
OF SAN DIEGO**

Lot Size: Hardy Avenue 14,300 SF (110' x 130')
Lindo Paseo 7,150 SF (55' x 130')

Total 21,450 SF

Location: 5855 Hardy Avenue
5822 Lindo Paseo

Parking: 44 spaces

Building Size: Main Building 4,306 SF
Priests' House 1,373 SF
Detached Garage 370 SF

Total 6,049 SF

Exterior Open Space:

Garden 60 x 70 4,200 SF
Courtyard 1 27 x 22 594 SF
Courtyard 2 18 x 28 504 SF
Rear/Side Yard-
Main Bldg. 1,439 SF
Rear Yard-Priests
House 750 SF

Total 7,487 SF

Description: Originally three single family, 1-story houses. Two adjacent houses on Hardy have been connected by an entry vestibule and their attached garages converted into a library and chapel. Priests house has 2 bedrooms with 2 kitchens and 2 bathrooms.

Interior Spaces:

	<u>Dimensions</u> (feet)	<u>Area</u> (s.f.)
<u>Main Bldg./Public Areas</u>		
Multi-purpose Room	32 x 40	1,280
Dining/Reception Area	12 x 32 12 x 14	552
Entry Lobby	9 x 12	108
Library	17 x 22	374
Office 1	12 x 13.5	162
Office 2	10 x 13.5	135
Office 3	13.5 x 10	135
Bath	5 x 8	40
Storage	12 x 12	144
<u>Student Residence/Chapel</u>		
Chapel	17 x 22	374
3 Student Rooms & Bath		492
Living & Dining		380
Kitchen	8 x 20	160
<u>Priests' House</u>		
Living Room		288
Kitchen	10 x 15	150
Kitchen 2/Guest Room	15 x 18	270
Bedroom 1	12 x 17	204
Bedroom 2	15 x 18	270
Detached Garage	12 x 22	370

LUTHERAN CAMPUS COUNCIL OF SAN DIEGO

Lot Size: 7,600 s.f. (60' x 130' corner lot)

Location: 5863 Hardy Avenue, San Diego 92115
Southwest corner of Hardy and Montezuma Place

Parking: 11 spaces

Building Size: 2,958 s.f.

Exterior Program Space:

2,526 s.f. Rear Yard
10' x 30' swimming pool in rear yard

Description: Single-story wood frame building built to house ministry in 1970's. Good to excellent condition.

Interior Spaces:

	<u>Dimensions</u> (feet)	<u>Area</u> (s.f.)
Multi-purpose/Chapel	20 x 40	800
Dining/Lounge Area	16 x 30	500
Kitchen	10 x 20	200
Entry	8 x 13	104
Campus Director	10 x 8	80
Episcopal Campus Director	10 x 12	120
Student Resident Bedroom	10 x 15	150
Bathrooms	5 x 8	40
Storage	10 x 8	80
Storage Shed	10 x 20	200
Hallway	?	?
Covered Patio	?	?

**CORPORATION OF THE PRESIDENT OF
THE SAN DIEGO STAKE OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS,
doing business as SAN DIEGO LDS
INSTITUTE OF RELIGION**

Lot Size:

Building	11,505 s.f.	(100' x 115.05')
Parking	16,107 s.f.	(140' x 115.05')
Total	27,612 s.f.	(240' x 115.05')

Location: 5130 Montezuma Place
Southwest corner of Lindo Paseo and Montezuma Place

Parking: 68 spaces plus 2 stalls used by motorcycles

Building Size:

1st Floor	5,006 s.f.
2nd Floor	3,765 s.f.
Total	8,771 s.f.

Exterior Open Space:

Front Yard 1,365 s.f. (13' x 105')

Description:

Built for Institute originally as one-story building, with second story added later by Architect George Montierth (no date on drawings). Plain, modern stucco building, well maintained and in good condition.

Interior Spaces:

	<u>Dimensions</u> (feet)	<u>Area</u> (s.f.)
<u>First Floor</u>		
Meeting/Dining Room (folding doors to subdivide)	24 x 80	1,920
Meeting Room	23 x 24	552

Kitchen	8.2 x 16	130
Secretary/Reception	8.3 x 12	99
Campus Director's Office	13 x 16	208
Workroom/Supply Room	8 x 16	128
Bathroom	8 x 15	120
Storage		540
<u>Second Floor</u>		
Regional Coordinator Office	15.5 x 12.7	197
Regional & Seminary Secretary	10 x 15.5	155
Seminary Workroom	16.5 x 25.5	421
Seminary Program Coordinator	12 x 12	144
Computer Center	12 x 14	168
Sorority Office	10.5 x 12.8	134
Library	20.6 x 25.5	525
Multi-purpose Room	28.6 x 31	889
Storage		150