

ATTACHMENT NO. 1

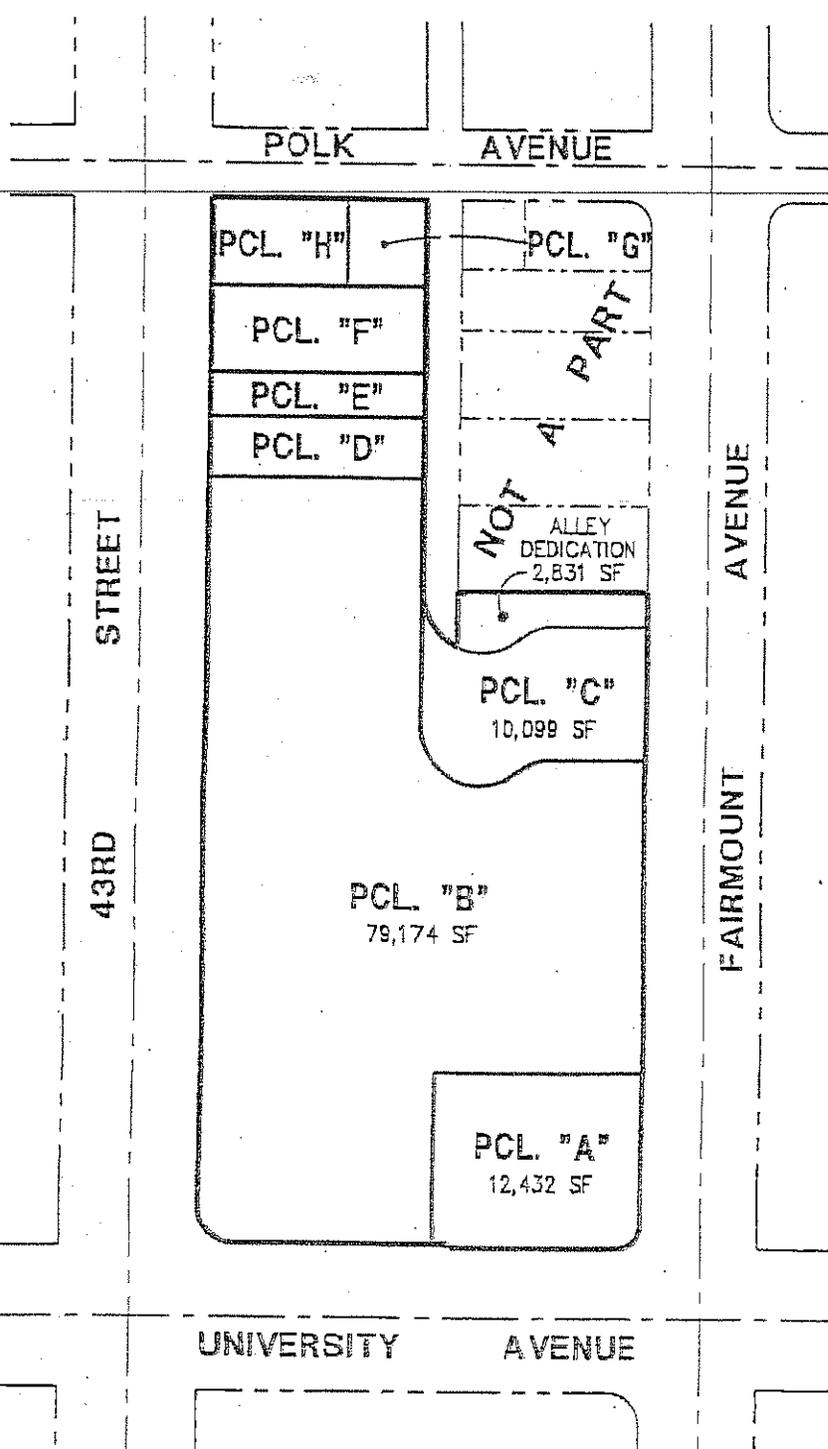
SITE MAP AND CONCEPT DRAWING

[BEHIND THIS PAGE]





SCALE: 1"=100'



TABULATED AREAS	
PARCEL	AREA (SF)
D	4362
E	3113
F	6227
G	2247
H	3978



STEVENS-CRESTO ENGINEERING, INC.
CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS

9665 CHESAPEAKE DRIVE
SUITE 320
SAN DIEGO, CA 92123-1352

PHONE: 658.694.5660
FAX: 658.694.5661
www.stengr.com

EXISTING PARCELS
CITY HEIGHTS SQUARE

CITY HEIGHTS SQUARE SAN DIEGO, CALIFORNIA

San Diego Revitalization Corporation
4305 University Avenue, Suite 600
San Diego, California 92105
TEL (619) 795-2013
FAX (619) 266-8710

SITE PLAN



PARKING ANALYSIS

OFF-STREET PARKING

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

ON-STREET PARKING

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

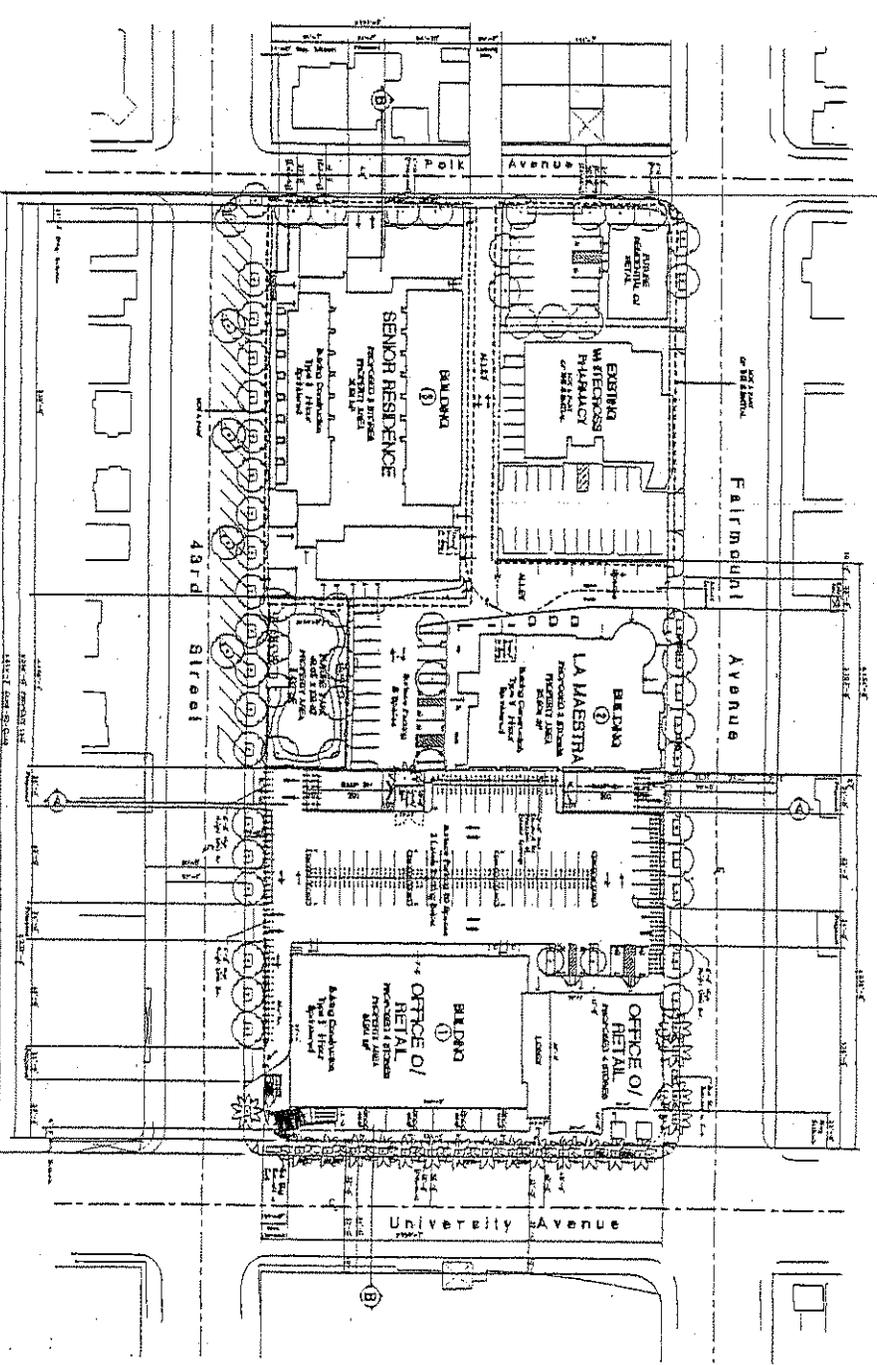
ON-STREET PARKING

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

PROVIDED: 115 SPACES - 100% OF REQUIRED 115 SPACES

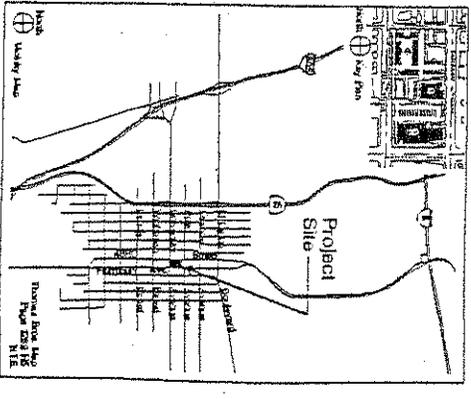


LEGEND

- EXISTING LOT
- - - - - NEW LOT
- EXISTING DRIVE
- - - - - NEW DRIVE
- EXISTING SIDEWALK
- - - - - NEW SIDEWALK
- EXISTING CURB
- - - - - NEW CURB
- EXISTING DRIVE
- - - - - NEW DRIVE

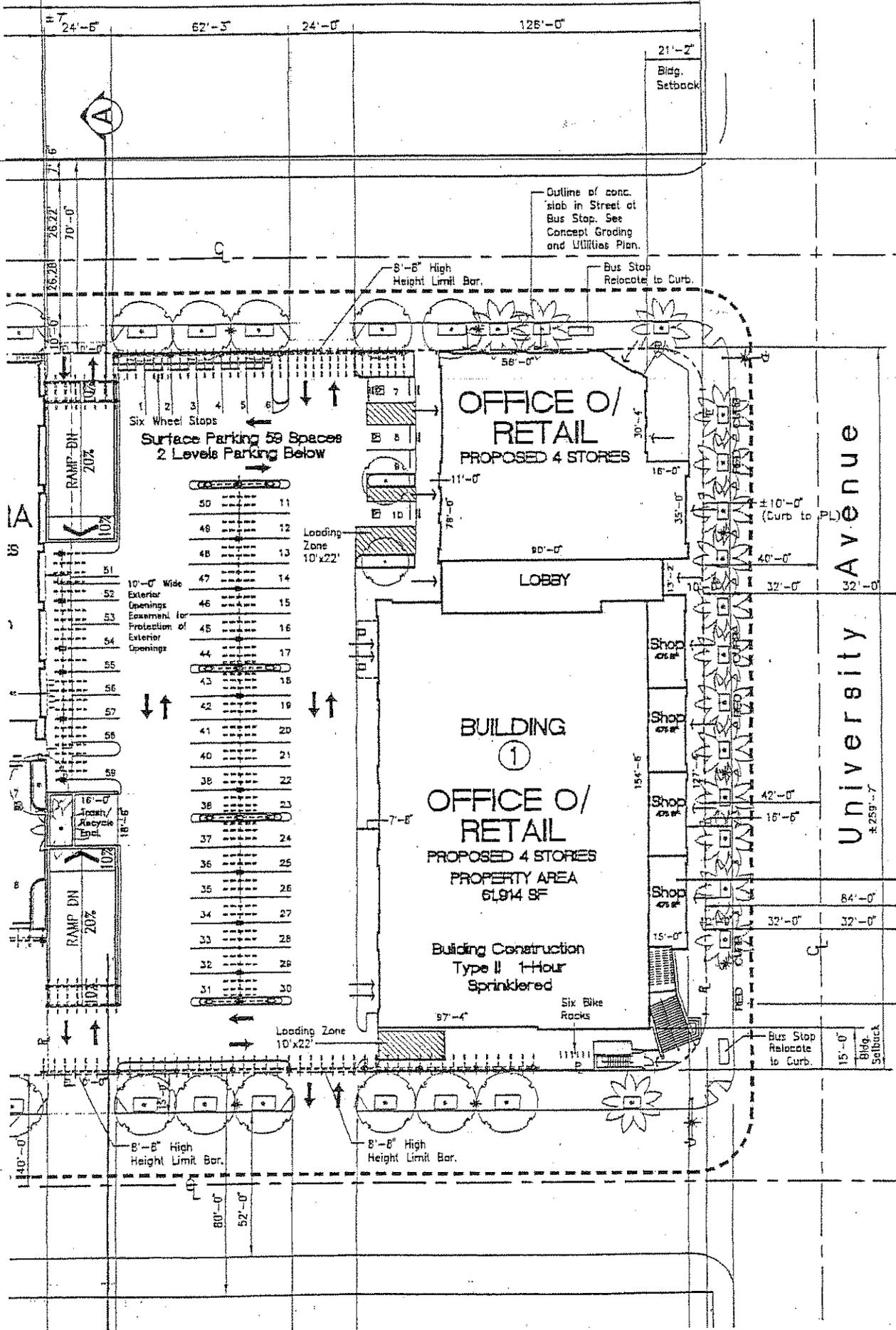
NOTES

- SEE EXISTING RECORDS FOR ALL EXISTING UTILITIES.



REVISIONS

NO.	DATE	DESCRIPTION
1	11/21/88	ISSUE FOR PERMIT
2	12/15/88	ISSUE FOR PERMIT
3	1/15/89	ISSUE FOR PERMIT
4	2/15/89	ISSUE FOR PERMIT
5	3/15/89	ISSUE FOR PERMIT
6	4/15/89	ISSUE FOR PERMIT
7	5/15/89	ISSUE FOR PERMIT
8	6/15/89	ISSUE FOR PERMIT
9	7/15/89	ISSUE FOR PERMIT
10	8/15/89	ISSUE FOR PERMIT
11	9/15/89	ISSUE FOR PERMIT
12	10/15/89	ISSUE FOR PERMIT
13	11/15/89	ISSUE FOR PERMIT
14	12/15/89	ISSUE FOR PERMIT
15	1/15/90	ISSUE FOR PERMIT
16	2/15/90	ISSUE FOR PERMIT
17	3/15/90	ISSUE FOR PERMIT
18	4/15/90	ISSUE FOR PERMIT
19	5/15/90	ISSUE FOR PERMIT
20	6/15/90	ISSUE FOR PERMIT
21	7/15/90	ISSUE FOR PERMIT
22	8/15/90	ISSUE FOR PERMIT
23	9/15/90	ISSUE FOR PERMIT
24	10/15/90	ISSUE FOR PERMIT
25	11/15/90	ISSUE FOR PERMIT
26	12/15/90	ISSUE FOR PERMIT
27	1/15/91	ISSUE FOR PERMIT
28	2/15/91	ISSUE FOR PERMIT
29	3/15/91	ISSUE FOR PERMIT
30	4/15/91	ISSUE FOR PERMIT
31	5/15/91	ISSUE FOR PERMIT
32	6/15/91	ISSUE FOR PERMIT
33	7/15/91	ISSUE FOR PERMIT
34	8/15/91	ISSUE FOR PERMIT
35	9/15/91	ISSUE FOR PERMIT
36	10/15/91	ISSUE FOR PERMIT
37	11/15/91	ISSUE FOR PERMIT
38	12/15/91	ISSUE FOR PERMIT
39	1/15/92	ISSUE FOR PERMIT
40	2/15/92	ISSUE FOR PERMIT
41	3/15/92	ISSUE FOR PERMIT
42	4/15/92	ISSUE FOR PERMIT
43	5/15/92	ISSUE FOR PERMIT
44	6/15/92	ISSUE FOR PERMIT
45	7/15/92	ISSUE FOR PERMIT
46	8/15/92	ISSUE FOR PERMIT
47	9/15/92	ISSUE FOR PERMIT
48	10/15/92	ISSUE FOR PERMIT
49	11/15/92	ISSUE FOR PERMIT
50	12/15/92	ISSUE FOR PERMIT
51	1/15/93	ISSUE FOR PERMIT
52	2/15/93	ISSUE FOR PERMIT
53	3/15/93	ISSUE FOR PERMIT
54	4/15/93	ISSUE FOR PERMIT
55	5/15/93	ISSUE FOR PERMIT
56	6/15/93	ISSUE FOR PERMIT
57	7/15/93	ISSUE FOR PERMIT
58	8/15/93	ISSUE FOR PERMIT
59	9/15/93	ISSUE FOR PERMIT
60	10/15/93	ISSUE FOR PERMIT
61	11/15/93	ISSUE FOR PERMIT
62	12/15/93	ISSUE FOR PERMIT
63	1/15/94	ISSUE FOR PERMIT
64	2/15/94	ISSUE FOR PERMIT
65	3/15/94	ISSUE FOR PERMIT
66	4/15/94	ISSUE FOR PERMIT
67	5/15/94	ISSUE FOR PERMIT
68	6/15/94	ISSUE FOR PERMIT
69	7/15/94	ISSUE FOR PERMIT
70	8/15/94	ISSUE FOR PERMIT
71	9/15/94	ISSUE FOR PERMIT
72	10/15/94	ISSUE FOR PERMIT
73	11/15/94	ISSUE FOR PERMIT
74	12/15/94	ISSUE FOR PERMIT
75	1/15/95	ISSUE FOR PERMIT
76	2/15/95	ISSUE FOR PERMIT
77	3/15/95	ISSUE FOR PERMIT
78	4/15/95	ISSUE FOR PERMIT
79	5/15/95	ISSUE FOR PERMIT
80	6/15/95	ISSUE FOR PERMIT
81	7/15/95	ISSUE FOR PERMIT
82	8/15/95	ISSUE FOR PERMIT
83	9/15/95	ISSUE FOR PERMIT
84	10/15/95	ISSUE FOR PERMIT
85	11/15/95	ISSUE FOR PERMIT
86	12/15/95	ISSUE FOR PERMIT
87	1/15/96	ISSUE FOR PERMIT
88	2/15/96	ISSUE FOR PERMIT
89	3/15/96	ISSUE FOR PERMIT
90	4/15/96	ISSUE FOR PERMIT
91	5/15/96	ISSUE FOR PERMIT
92	6/15/96	ISSUE FOR PERMIT
93	7/15/96	ISSUE FOR PERMIT
94	8/15/96	ISSUE FOR PERMIT
95	9/15/96	ISSUE FOR PERMIT
96	10/15/96	ISSUE FOR PERMIT
97	11/15/96	ISSUE FOR PERMIT
98	12/15/96	ISSUE FOR PERMIT
99	1/15/97	ISSUE FOR PERMIT
100	2/15/97	ISSUE FOR PERMIT
101	3/15/97	ISSUE FOR PERMIT
102	4/15/97	ISSUE FOR PERMIT
103	5/15/97	ISSUE FOR PERMIT
104	6/15/97	ISSUE FOR PERMIT
105	7/15/97	ISSUE FOR PERMIT
106	8/15/97	ISSUE FOR PERMIT
107	9/15/97	ISSUE FOR PERMIT
108	10/15/97	ISSUE FOR PERMIT
109	11/15/97	ISSUE FOR PERMIT
110	12/15/97	ISSUE FOR PERMIT
111	1/15/98	ISSUE FOR PERMIT
112	2/15/98	ISSUE FOR PERMIT
113	3/15/98	ISSUE FOR PERMIT
114	4/15/98	ISSUE FOR PERMIT
115	5/15/98	ISSUE FOR PERMIT
116	6/15/98	ISSUE FOR PERMIT
117	7/15/98	ISSUE FOR PERMIT
118	8/15/98	ISSUE FOR PERMIT
119	9/15/98	ISSUE FOR PERMIT
120	10/15/98	ISSUE FOR PERMIT
121	11/15/98	ISSUE FOR PERMIT
122	12/15/98	ISSUE FOR PERMIT
123	1/15/99	ISSUE FOR PERMIT
124	2/15/99	ISSUE FOR PERMIT
125	3/15/99	ISSUE FOR PERMIT
126	4/15/99	ISSUE FOR PERMIT
127	5/15/99	ISSUE FOR PERMIT
128	6/15/99	ISSUE FOR PERMIT
129	7/15/99	ISSUE FOR PERMIT
130	8/15/99	ISSUE FOR PERMIT
131	9/15/99	ISSUE FOR PERMIT
132	10/15/99	ISSUE FOR PERMIT
133	11/15/99	ISSUE FOR PERMIT
134	12/15/99	ISSUE FOR PERMIT
135	1/15/00	ISSUE FOR PERMIT
136	2/15/00	ISSUE FOR PERMIT
137	3/15/00	ISSUE FOR PERMIT
138	4/15/00	ISSUE FOR PERMIT
139	5/15/00	ISSUE FOR PERMIT
140	6/15/00	ISSUE FOR PERMIT
141	7/15/00	ISSUE FOR PERMIT
142	8/15/00	ISSUE FOR PERMIT
143	9/15/00	ISSUE FOR PERMIT
144	10/15/00	ISSUE FOR PERMIT
145	11/15/00	ISSUE FOR PERMIT
146	12/15/00	ISSUE FOR PERMIT
147	1/15/01	ISSUE FOR PERMIT
148	2/15/01	ISSUE FOR PERMIT
149	3/15/01	ISSUE FOR PERMIT
150	4/15/01	ISSUE FOR PERMIT
151	5/15/01	ISSUE FOR PERMIT
152	6/15/01	ISSUE FOR PERMIT
153	7/15/01	ISSUE FOR PERMIT
154	8/15/01	ISSUE FOR PERMIT
155	9/15/01	ISSUE FOR PERMIT
156	10/15/01	ISSUE FOR PERMIT
157	11/15/01	ISSUE FOR PERMIT
158	12/15/01	ISSUE FOR PERMIT
159	1/15/02	ISSUE FOR PERMIT
160	2/15/02	ISSUE FOR PERMIT
161	3/15/02	ISSUE FOR PERMIT
162	4/15/02	ISSUE FOR PERMIT
163	5/15/02	ISSUE FOR PERMIT
164	6/15/02	ISSUE FOR PERMIT
165	7/15/02	ISSUE FOR PERMIT
166	8/15/02	ISSUE FOR PERMIT
167	9/15/02	ISSUE FOR PERMIT
168	10/15/02	ISSUE FOR PERMIT
169	11/15/02	ISSUE FOR PERMIT
170	12/15/02	ISSUE FOR PERMIT
171	1/15/03	ISSUE FOR PERMIT
172	2/15/03	ISSUE FOR PERMIT
173	3/15/03	ISSUE FOR PERMIT
174	4/15/03	ISSUE FOR PERMIT
175	5/15/03	ISSUE FOR PERMIT
176	6/15/03	ISSUE FOR PERMIT
177	7/15/03	ISSUE FOR PERMIT
178	8/15/03	ISSUE FOR PERMIT
179	9/15/03	ISSUE FOR PERMIT
180	10/15/03	ISSUE FOR PERMIT
181	11/15/03	ISSUE FOR PERMIT
182	12/15/03	ISSUE FOR PERMIT
183	1/15/04	ISSUE FOR PERMIT
184	2/15/04	ISSUE FOR PERMIT
185	3/15/04	ISSUE FOR PERMIT
186	4/15/04	ISSUE FOR PERMIT
187	5/15/04	ISSUE FOR PERMIT
188	6/15/04	ISSUE FOR PERMIT
189	7/15/04	ISSUE FOR PERMIT
190	8/15/04	ISSUE FOR PERMIT
191	9/15/04	ISSUE FOR PERMIT
192	10/15/04	ISSUE FOR PERMIT
193	11/15/04	ISSUE FOR PERMIT
194	12/15/04	ISSUE FOR PERMIT
195	1/15/05	ISSUE FOR PERMIT
196	2/15/05	ISSUE FOR PERMIT
197	3/15/05	ISSUE FOR PERMIT
198	4/15/05	ISSUE FOR PERMIT
199	5/15/05	ISSUE FOR PERMIT
200	6/15/05	ISSUE FOR PERMIT
201	7/15/05	ISSUE FOR PERMIT
202	8/15/05	ISSUE FOR PERMIT
203	9/15/05	ISSUE FOR PERMIT
204	10/15/05	ISSUE FOR PERMIT
205	11/15/05	ISSUE FOR PERMIT
206	12/15/05	ISSUE FOR PERMIT
207	1/15/06	ISSUE FOR PERMIT
208	2/15/06	ISSUE FOR PERMIT
209	3/15/06	ISSUE FOR PERMIT
210	4/15/06	ISSUE FOR PERMIT
211	5/15/06	ISSUE FOR PERMIT
212	6/15/06	ISSUE FOR PERMIT
213	7/15/06	ISSUE FOR PERMIT
214	8/15/06	ISSUE FOR PERMIT
215	9/15/06	ISSUE FOR PERMIT
216	10/15/06	ISSUE FOR PERMIT
217	11/15/06	ISSUE FOR PERMIT
218	12/15/06	ISSUE FOR PERMIT
219	1/15/07	ISSUE FOR PERMIT
220	2/15/07	ISSUE FOR PERMIT
221	3/15/07	ISSUE FOR PERMIT
222	4/15/07	ISSUE FOR PERMIT
223	5/15/07	ISSUE FOR PERMIT
224	6/15/07	ISSUE FOR PERMIT
225	7/15/07	ISSUE FOR PERMIT
226	8/15/07	ISSUE FOR PERMIT
227	9/15/07	ISSUE FOR PERMIT
228	10/15/07	ISSUE FOR PERMIT
229	11/15/07	ISSUE FOR PERMIT
230	12/15/07	ISSUE FOR PERMIT
231	1/15/08	ISSUE FOR PERMIT
232	2/15/08	ISSUE FOR PERMIT
233	3/15/08	ISSUE FOR PERMIT
234	4/15/08	ISSUE FOR PERMIT
235	5/15/08	ISSUE FOR PERMIT
236	6/15/08	ISSUE FOR PERMIT
237	7/15/08	ISSUE FOR PERMIT
238	8/15/08	ISSUE FOR PERMIT
239	9/15/08	ISSUE FOR PERMIT
240	10/15/08	ISSUE FOR PERMIT
241	11/15/08	ISSUE FOR PERMIT
242	12/15/08	ISSUE FOR PERMIT
243	1/15/09	ISSUE FOR PERMIT
244	2/15/09	ISSUE FOR PERMIT
245	3/15/09	ISSUE FOR PERMIT
246	4/15/09	ISSUE FOR PERMIT
247	5/15/09	ISSUE FOR PERMIT
248	6/15/09	ISSUE FOR PERMIT
249	7/15/09	ISSUE FOR PERMIT
250	8/15/09	ISSUE FOR PERMIT
251	9/15/09	ISSUE FOR PERMIT
252	10/15/09	ISSUE FOR PERMIT
253	11/15/09	ISSUE FOR PERMIT
254	12/15/09	ISSUE FOR PERMIT
255	1/15/10	ISSUE FOR PERMIT
256	2/15/10	ISSUE FOR PERMIT
257	3/15/10	ISSUE FOR PERMIT
258	4/15/10	ISSUE FOR PERMIT
259	5/15/10	ISSUE FOR PERMIT
260	6/15/10	ISSUE FOR PERMIT
261	7/15/10	ISSUE FOR PERMIT
262	8/15/10	ISSUE FOR PERMIT
263	9/15/10	ISSUE FOR PERMIT
264	10/15/10	ISSUE FOR PERMIT
265	11/15/10	ISSUE FOR PERMIT
266	12/15/10	ISSUE FOR PERMIT
267	1/15/11	ISSUE FOR PERMIT
268	2/15/11	ISSUE FOR PERMIT
269	3/15/11	ISSUE FOR PERMIT
270	4/15/11	ISSUE FOR PERMIT
271	5/15/11	ISSUE FOR PERMIT
272	6/15/11	ISSUE FOR PERMIT
273	7/15/11	ISSUE FOR PERMIT
274	8/15/11	ISSUE FOR PERMIT
275	9/15/11	ISSUE FOR PERMIT
276	10/15/11	ISSUE FOR PERMIT
277	11/15/11	ISSUE FOR PERMIT
278	12/15/11	ISSUE FOR PERMIT
279	1/15/12	ISSUE FOR PERMIT
280		



24'-5" 62'-5" 24'-0" 126'-0"

21'-2" Bldg. Setback

Outline of conc. slab in Street at Bus Stop. See Concept Grading and Utilities Plan.

8'-6" High Height Limit Bar.

Bus Stop Relocate to Curb.

Surface Parking 59 Spaces
2 Levels Parking Below

OFFICE O/
RETAIL
PROPOSED 4 STORES

LOBBY

BUILDING
①
OFFICE O/
RETAIL
PROPOSED 4 STORES
PROPERTY AREA
61,914 SF

Building Construction
Type II 1-Hour
Sprinklered

University Avenue
± 259'-7"

50	11
49	12
48	13
47	14
46	15
45	16
44	17
43	18
42	19
41	20
40	21
38	22
38	23
37	24
36	25
35	26
34	27
33	28
32	29
31	30

Loading Zone
10'x22'

Loading Zone
10'x22'

Shop 31'x
Shop 31'x
Shop 31'x
Shop 31'x

Six Bike
Racks

Bus Stop
Relocate
to Curb.

15'-0" Bldg. Setback

8'-6" High Height Limit Bar.

8'-6" High Height Limit Bar.

RAMP-DH
20%
10%

RAMP DN
20%
10%

Trash/Recycle
Lift

10'-0" Wide
Exterior
Openings
Exposure
Protection
for
Exterior
Openings

Six Wheel Stops

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

26'-22" 70'-0"

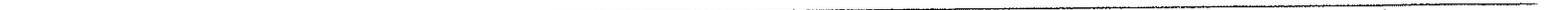
26'-22" 70'-0"

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

[BEHIND THIS PAGE]

11)



12)

13)



ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

LEGAL DESCRIPTION OF THE "ACQUISITION PARCEL"

PARCEL 10:

All of Lots 25, 26, 27 and 28 in Block 46 of City Heights, in the City of San Diego, County of San Diego, State of California, according to Amended Map thereof No. 1007, filed in the Office of the County Recorder of San Diego County, October 3, 1906.

Together with Easterly 10.00 feet of the alley adjacent to said Lots 25 through 28 as vacated by Resolution No. 200796, recorded September 16, 1970 as File No. 167930 of Official Records of said County.

EXCEPTING THEREFROM the Easterly 10.00 feet of Lots 26, 27 and 28, Block 46, City Heights, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1007, filed in the Office of the County Recorder of San Diego County, October 3, 1906, together with that portion of Lot 25 of said Block 46 lying Easterly and Southeasterly of a line described as follows:

Beginning at the intersection of the North line of said Lot 25 with the West line of the Easterly 10.00 feet of said Lot 25; thence South along said West line, a distance of 10.00 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 15.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 90°00'00" a distance of 23.56 feet to the point of tangency in the South line of said Lot 25, said point being 25.00 feet Westerly of the Southeast corner of said Lot 25.

PARCEL 10A:

An easement and right of way for road, access and utility purposes over and through the following described property in the City of San Diego, County of San Diego, State of California:

Beginning at a point in the center line of the alley in Block 46 of City Heights, according to Amended Map thereof

No. 1007, filed in the Office of the County Recorder of San Diego County, October 3, 1906, which point is on the Easterly prolongation of the Northerly line of Lot 21; in said Block 46, thence Southerly along the center line of said alley to a point in the Easterly prolongation of the Southerly line of Lot 24 in said Block 46; thence Westerly along the prolongation of the Southerly line of said Lot 24 in said Block 46 to the Southeasterly corner of said Lot 24 in said Block 46; thence Northerly along the Westerly line of said alley to the Northeasterly corner of Lot 21 in said Block 46; thence Easterly along the Easterly prolongation of the Northerly line of said Lot 21 in said Block 46 to the Point of Beginning.

(APN: 471-452-27; 471-452-30)

LEGAL DESCRIPTION OF THE "DEVELOPER'S PARCEL"

PORTION OF PARCEL 1 (Office/Retail)
Within APN 471-452-36

COMMENCING at the Southwest boundary corner of said Map No. 6740; thence along the Westerly boundary line of said Map No. 6740, North 01°06'03" East, 239.84 feet to the TRUE POINT OF BEGINNING; thence leaving said Westerly boundary line, South 89°02'47" East, 259.71 feet to the Easterly boundary line of said Map No. 6740; thence along said Easterly boundary line the following three (3) courses: South 01°01'39" West, 139.99 feet; thence North 89°02'11" West, 124.95 feet; thence South 01°03'49" West, 97.87 feet to the Northerly right-of-way line of University Avenue as dedicated to public use on said Map No. 6740; thence along said Northerly right-of-way line the following two (2) courses: North 89°02'47" West, 114.96 feet to the beginning of a tangent 20.00 foot radius curve, concave to the Northeast; thence Northwesterly, along said curve, through a central angle of 90°08'05" an arch distance of 31.47 feet to a point of tangency with said Westerly boundary line; thence along said Westerly boundary line, North 01°06'03" East, 217.79 feet to the TRUE POINT OF BEGINNING.

Contains 49,490 Square Feet, more or less

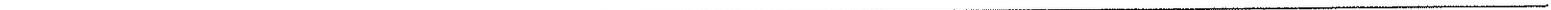
"PARK SITE" (NOT PART OF THE "SITE")

PARCEL 4 (Recreation Area)

That portion of Lot 1 of Fairmount Commercial Tract, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6740, filed in the Office of the County Recorder of San Diego County, September 18, 1970, described as follows:

COMMENCING at the Southwest boundary corner of said Map No. 6740; thence along the Westerly boundary line of said Map No. 6740, North 01°06'03" East, 239.84 feet to the TRUE POINT OF BEGINNING; thence leaving said Westerly boundary line, South 89°02'47" East, 48.75 feet; thence North 01°06'03" East, 109.64 feet; thence North 88°53'57" West, 48.75 feet to said Westerly boundary line; thence along said Westerly boundary line, South 01°06'03" West, 109.77 feet to the TRUE POINT OF BEGINNING.

Contains 5,348 Square Feet, more or less.



ATTACHMENT NO. 3

METHOD OF FINANCING

~~This is the Method of Financing attached to the Disposition and Development Agreement ("DDA") between the Redevelopment Agency of the City of San Diego and San Diego Revitalization Corporation pertaining to the sale of certain property (the "Acquisition Parcel") and construction on a combined Site consisting of the Acquisition Parcel and adjacent property (the "Developer's Parcels") of a mixed-use development and related parking facilities. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the DDA.~~

1. Agency to Acquire the Acquisition Parcel. Subject to the terms and conditions set forth in the DDA, the Agency shall purchase the Acquisition Parcel from the Current Owner.

2. Developer's Purchase Price. The Developer shall pay a purchase price for the Acquisition Parcel equal to \$850,000, which is the fair market price of the Acquisition Parcel. The Purchase Price shall be paid by Developer as follows:

a. Developer's Advance.

(1) Developer agrees to advance funds to the Agency (the "Developer's Advance"), to pay all costs and expenses associated with the acquisition of the Acquisition Parcel by the Agency, including, but not limited to acquisition and relocation expenses and the fees and expenses of Agency's legal counsel, financial consultants, engineers and other experts necessary to acquire and deliver the Acquisition Parcel to the Developer in the condition required by Section 207 of the DDA, relocate all tenants and occupants from the Acquisition Parcel as required by applicable law, demolish and remove the improvements from the Acquisition Parcel (which will include abatement of asbestos and lead based paint if required by law), and all costs incurred in connection with assessing and remediating any Hazardous Substances from the Acquisition Parcel as and to the extent required in Section 214 of the DDA (collectively, the "Acquisition Costs"). Provided, however, that (A) in no event shall the Developer's Advance exceed an original principal amount of \$3,500,000 (it being understood that the foregoing cap shall not be construed as limiting the obligations of the Agency to perform its obligations in full hereunder); and

(B) no more than \$100,000 of the loan funds may be used to pay for condemnation counsel fees and expenses.

(2) The Developer's Advance shall be in the form of a cash deposit. Developer shall deposit funds with the Agency from time to time upon written application by Agency in accordance with the disbursement procedures set forth in the Loan Agreement attached to the DDA as Attachment No. 10. The Agency shall have no responsibility for paying or earning interest on any portion of the Developer's Advance. Agency shall have the right to use the Developer's Advance to pay all Acquisition Costs, including but not limited to purchasing the Acquisition Parcel, as follows:

(A) In the event the Agency is successful in negotiating the purchase of the Acquisition Parcel, the Agency shall have the right to disburse all or a portion of Developer's Advance, in an amount sufficient to purchase the Acquisition Parcel, and to be paid to the seller upon the close of escrow.

(B) In the event the Agency is unsuccessful in negotiating the purchase and sale of the Acquisition Parcel, and adopts a Resolution of Necessity relating to the Acquisition Parcel, the Agency shall have the right, concurrently with applying to the Superior Court for an order for prejudgment possession in an eminent domain proceeding, to use all or a portion of Developer's Advance, to be deposited with the Superior Court, as the deposit required by California Code of Civil Procedure Section 1255.010, in such eminent domain proceeding. Subject to the \$3,500,000 cap described in paragraph 2.a.(1), above, Developer shall advance to Agency, as part of the Developer's Advance, any additional amounts payable to the defendant in any such eminent domain action, including reasonable settlement amounts as determined by the Agency, both before and after the Close of Escrow in accordance with the DDA.

(C) At the Closing, upon conveyance of title (or possession, as provided in Section 209 of the DDA) to the Developer, the actual amount of the Developer's Advance which was disbursed pursuant to paragraphs (A) and/or (B) above (with no interest) shall be credited against the Purchase Price.

(3) In the event the Agency determines not to acquire the Acquisition Parcel as provided in paragraph b. of

5
Section 201 of the DDA, the Agency shall (a) immediately upon termination of the DDA, cause that portion, if any, of the Developer's Advance which has not been disbursed to be returned to Developer, with such interest, if any, as may have been earned while on deposit with the Agency; and (b) repay that portion of the Developer's Advance, if any, which has been disbursed within two (2) years after termination of the DDA, with interest as provided in the Loan Note.

b. Net Purchase Price. Upon the Close of Escrow, Developer shall pay the balance of the Purchase Price, if any, to Agency (after crediting the Developer's Advance against the Purchase Price), in cash, through escrow. The parties anticipate that the Developer's Advance will be greater than the Purchase Price and therefore that no balance of the Purchase Price shall be payable at the Close of Escrow.

c. Loan. That portion of the Developer's Advance, if any, that exceeds the Purchase Price shall be repayable by Agency to the Developer in accordance with the terms of the Loan Agreement attached to the DDA as Attachment No. 10, which shall be evidenced by the promissory note attached to the Loan Agreement as Exhibit "A" (the "Loan Note") and secured by a pledge of tax increment revenues in the form of the Pledge Agreement attached to the Loan Agreement as Exhibit "B" (the "Pledge Agreement").

3. Total Development Cost. The parties estimate that the cost of the development of the Site by Developer will be approximately \$32,265,216.

4. Sources of Financing. The parties anticipate that the costs of the development of the Site and the construction of the improvements thereon (the "Development Costs") shall be financed with a combination of funds to be provided to the Developer, and Developer's equity, as follows:

- a. A construction loan from a lending institution (the "Construction Lender") in the approximate original principal amount of \$25,132,173, to be secured by a deed of trust (such loan referred to as the "Construction Loan").

b. Equity from the Developer (the "Developer Equity") in the approximate amount of \$7,133,043. Developer Equity consists of funds provided by Developer that are not secured by any deed of trust.

c. Developer shall be responsible, during the construction period, to provide funds if and as needed to pay for cost overruns and contingencies not otherwise funded by Construction Financing.

5. Project Budget. The parties anticipate that all Development Costs shall be as set forth in the Project Budget attached to the DDA as Attachment No. 8 (the "Project Budget"), incorporated herein by this reference. The Project Budget shall be subject to change from time-to-time, subject to the prior written approval of material changes by the Agency Executive Director or designee (which approval shall not be unreasonably withheld), upon which approval the Project Budget shall be replaced by the approved revised Project Budget.

6. Evidence of Financing.

The sum of the Construction Loan plus the Developer's Equity shall be sufficient at all times to pay all Development Costs as set forth in the most recently approved Project Budget. Within the time provided therefor in the Schedule of Performance, Developer shall submit for Agency review and approval evidence of such financing, including copies of all documents required by the Construction Lender to obtain such financing. The Agency shall not unreasonably withhold its approval. Developer shall provide written certification to the Agency that such financing documents are correct copies of the actual financing documents to be executed by Developer on or before the Closing date. To the extent that the sum of the Construction Loan plus the Developer's Equity is insufficient to pay all Development Costs, Developer shall increase the amount of the Developer's Equity.

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

A. GENERAL PROVISIONS

1. Execution of DDA by the Agency. The Agency and City Council shall hold a joint public hearing on the DDA, and, subject to making the requisite findings, authorize execution and execute and deliver the DDA to the Developer. Within 35 days after submission of executed Agreement by Developer.
2. Submission - Developer's Advance. The Developer to disburse funds to the Agency as part of the Developer's Advance. No later than ten (10) days after receipt of Agency's Application for Payment pursuant to the Loan Agreement.
3. Submission - Architect, Landscape Architect and Civil Engineer. The Developer shall submit to the Agency for approval the name and qualifications of its Architect, Landscape Architect and Civil Engineer. Not later than execution of Agreement by Developer.
4. Approval - Architect, Landscape Architect and Civil Engineer. The Agency shall approve or disapprove the Architect, Landscape Architect and Civil Engineer. Concurrently with execution of Agreement by Agency.
5. Submission - Basic Concept/Schematic Drawings. The Developer shall submit to the Agency for approval the Basic Concept/Schematic Drawings and related documents. Not later than execution of Agreement by Developer.

6. Approval - Basic Concept/Schematic Drawings. Concurrently with execution of Agreement by Agency.
The Agency shall approve or disapprove the Basic Concept/Schematic Drawings and related documents.
-

B. FINANCING COMMITMENTS

1. Evidence of Financing. The Developer shall submit to the Agency commitments for the Construction Loan, including Construction Loan documents, and/or evidence of Developer's Equity. Not later than thirty (30) days prior to the scheduled Closing Date.
2. Approval of Financing. The Agency shall approve or disapprove the evidence of financing. Within fifteen (15) days after Agency receives each such submission of evidence of financing.

C. CLOSING AND CONSTRUCTION

1. Submission - 100% Design Development Drawings. The Developer shall prepare and submit to the Agency for approval the 100% Design Development Drawings. Within four hundred eighty-five (485) days (e.g., 16 months) after Agency approval of the Basic Concept/ Schematic Design Drawings.

Note: These drawings will be approved in increments as they are submitted.

2. Approval - 100% Design Development Drawings. The Agency shall approve or disapprove the 100% Design Development Drawings. Within thirty (30) days after submittal.

Note: These drawings will be

approved in increments as they are submitted.

3. Submission - Final Construction Drawings and Specifications. The Developer shall prepare and submit to the Agency for approval the Final Construction Drawings and Specifications. Within six hundred eighty-five (685) days after Agency approval of the Basic Concept/Schematic Design Drawings.

Note: These drawings will be submitted in normal increments as they are completed.

4. Approval - Final Construction Drawings and Specifications. The Agency shall approve or disapprove the Final Construction Drawings and Specifications. Within thirty (30) days after submittal.

Note: These drawings will be approved in increments as they are submitted.

5. Opening of Escrow. The Agency and Developer shall open an escrow for conveyance of the Acquisition Parcel. At least thirty (30) days prior to the date established herein for the Closing.

6. Possession of Acquisition Parcel. The Agency shall use its best efforts to obtain title or possession pursuant to an Order of Prejudgment Possession, with respect to the Acquisition Parcel, and provide Notice of Possession to Developer, or terminate Agreement pursuant to Section 201 and Section 508 of the Agreement. Not later than one hundred (100) days after execution of the Agreement by the Agency.

7. Closing Date. Agency and Not later than June 1, 2007.

Developer shall satisfy all of their respective conditions precedent to the Closing.

8. Local Hiring/Contracting Program. ~~Prior to the commencement of construction.~~ The Developer shall carry out the local hiring/contracting program in accordance with DDA Section 309.
9. Commencement of Construction. Within 30 days after Closing. The Developer shall commence construction of the Improvements on the Site.
10. Completion of Construction. Within five hundred forty-five (545) days (e.g., 18 months) after commencement of construction. The Developer shall complete construction of the Improvements on the Site.

ATTACHMENT NO. 5

SCOPE OF DEVELOPMENT

A. General

The development is planned to be located on the "Site," which is on approximately 1.4 acres located on the north side of University Avenue, between 43rd Street and Fairmount Avenue, more specifically set forth in Attachment No's. 1 and 2 of the DDA. The Improvements shall consist of a four story retail-office building to be constructed on the Site, consisting of up to 95,000 square feet, with approximately 23,000 square feet of ground floor retail and lobby space and three levels of office space, and/or classrooms and/or meeting rooms above, with street level and underground parking.

B. Urban Design Standards

The proposed development, including its architectural design concepts, landscape features and off-site improvements, shall be subject to design review by the Agency in accordance with adopted procedures. The following specific conditions, will be used as a basis for evaluating the development through all stages of the design review process.

1. Architectural Standards

The architecture of the development shall establish a high quality of design and complement the City Heights community. The design shall be developed in collaboration with the City Heights Area Planning Committee and the City Heights Redevelopment Project Area Committee.

Building facades shall be varied both horizontally and vertically to create visual interest.

The structures shall emphasize the scale, proportion, and massing of City Heights with contemporary design features satisfactory to Agency

2. Building Materials

Storefront framing elements such as bulkheads may be painted wood, metal, tile, fiberglass, or other highly finished materials.

Window frames should be painted wood, or high quality metal finishes. Reflective silver aluminum storefront and window systems are not permitted.

No grates, grills, bars, either permanent, retractable or temporary shall be permitted on windows, doors or alcoves.

The project shall use a variety of materials and façade treatments to break the large building massing into smaller design components in substantial conformance with the project concept drawings provided as Attachment 1.

Reflectivity of the glass shall be the minimum reflectivity required by Title 24.

A materials board which illustrates the location, color, quality and texture of proposed exterior materials shall be submitted with Design Development Drawings.

3. Street Level Design

Ground floors shall be a minimum of 12 feet height.

All first floor building walls that face public streets shall be devoted to pedestrian entrances, display windows and windows which afford views into restaurants or retail. Such windows shall be clear glass.

Architectural features such as recessed storefronts, awnings, or other design features which add human scale to the streetscape, are encouraged where they are consistent with the design theme of the structure.

The building and entry shall be designed to integrate storefronts, signage and window display space into the

overall building form.

Active commercial uses shall front University Avenue by placing multiple storefronts along the University Avenue frontage in substantial conformance with the project concept drawings provided as Attachment 1.

4. Roof Tops

Mechanical equipment, vents or other roof top appurtenances must be grouped, painted out and architecturally screened or enclosed from view of surrounding buildings.

Ventilation devices shall conform to requirements set forth in the Uniform Building Code and Uniform Mechanical Code.

A rooftop equipment and appurtenance location and screening plan shall be prepared and submitted with Final Construction Drawings.

Subject to approval by the City of San Diego, a decorative tower component shall be included in the project, in substantial conformance with the project concept drawings provided as Attachment 1.

5. Signing

A comprehensive sign plan prepared in accordance with Municipal Code and standards contained in Chapter XI of the San Diego Municipal Code shall be prepared and submitted in conjunction with submittal of Design Development Drawings.

No sign, inflatable display or banner may be located on the roof of any structure.

6. Noise Control

All mechanical equipment, including but not limited to, air conditioning, heating and exhaust systems, shall comply with the City of San Diego Noise ordinance and California Noise Insulation Standards as set forth in Title 24 of the California Code of Regulations. The

exhaust system for mechanically ventilated structures shall be located to mitigate noise and exhaust impacts on adjoining development, particularly residential.

7. Energy Considerations

The design of the improvements shall include, where feasible, energy conservation construction techniques and design, including co-generation facilities, and active and passive solar energy design. The Developer shall be required to demonstrate consideration of such energy features during the design review process.

C. Off-site Improvements

1. City Utilities (sewer, water and storm drain)

The Developer shall be responsible for the connection of on-site sewer, water and roof drain laterals to the appropriate utility mains within the street and beneath the sidewalk. The Developer may use existing laterals if acceptable to the City, and if not, the Developer shall cut and plug existing laterals at such places and in the manner required by the City, and install new laterals.

2. Franchise Public Utilities

The Developer shall be responsible for the installation or relocation of franchise utility connections including, but not limited to, gas, electric, telephone and cable, to the project and all extensions of those utilities in public street.

No overhead utility poles or wires shall be included in the project. Agency shall cooperate in good faith with Developer to cause the City of San Diego to take all steps necessary or appropriate, consistent with all applicable City laws and policies, in order to cause San Diego Gas & Electric (or any other applicable utility) to contribute the maximum amount of funds which such utility is obligated to bear for such undergrounding of utility lines under current arrangements between the City and such utility with respect to undergrounding efforts.

D. Site Preparation

Except to the extent of the Agency's responsibilities with respect to the Acquisition Parcel as provided in Section 202 and 214 of the DDA, ~~the Developer, at its cost and expense,~~ shall prepare the Site for development. Such Site preparations shall consist of the following:

1. Complete demolition and removal to the surface elevation of the adjoining ground of all existing buildings, other structures and improvements including the removal of all asphaltic concrete, concrete, bricks, lumber, pipes, equipment and other material and all debris and rubbish resulting from such demolition.
2. Complete removal of all subsurface improvements, foundations, walls, slabs, basements, tanks and abandoned utilities as necessary to construct the project.
3. Disconnection, capping and removal of utility lines, installations, facilities and related equipment within or on the Site.

All of items (1) through (3) inclusive shall be performed in accordance with City requirements.

E. Removal and/or Remedy of Soil and/or Water Contamination

The Developer shall (at its own cost and expense) remove and/or otherwise remedy as required by law and implementing rules and regulations, and as required by appropriate governmental authorities, any contaminated or hazardous soil and/or water conditions on the Developer's Parcels. Such work may include without limitation the following:

1. Remove (and dispose of) and/or treat any contaminated soil and/or water on the Developer's Parcels as necessary to comply with applicable governmental standards and requirements.
2. Design and construct all Improvements in a manner which will assure protection of occupants and all improvements from any contamination, whether in vapor

or other form, and/or from the direct and indirect effects thereof.

F. Environmental Impact Mitigation

The Developer shall implement all mitigation measures and/or mitigation monitoring requirements as identified in the Environmental Impact Secondary Study for this project. The Developer shall demonstrate how any impacts identified in Exhibit A of the Environmental Secondary Study will be mitigated prior to the issuance of a building permit.

G. Assessment Districts

The Developer shall agree to participate in the City Heights University Avenue Maintenance Assessment District. Said district was formed for the purpose of providing or maintaining transportation, landscape enhancement, park, open space or similar improvements in the City Heights area of the City of San Diego.

H. Construction Fence

The Developer shall install a construction fence pursuant to specifications of, and a permit from, the City Engineer. The construction fence shall be maintained free of litter and in good repair for the duration of its installation.

I. Development Identification Signs

Prior to commencement of construction on the Site, the Developer shall prepare and install, at its cost and expense, one sign on the barricades around the Site which identifies the development. The sign shall be at least four (4) feet by six (6) feet and be visible to passing pedestrian and vehicular traffic. The design of the sign as well as its proposed location shall be submitted to the Agency for review and approval prior to installation. The sign shall at a minimum include:

- Illustration of the development
- Development name
- Developer
- The phrase: "A project of the Redevelopment Agency of the City of San Diego"

Mayor Dick Murphy
Council Members: Scott Peters
Michael Zucchet
Toni Atkins
Tony Young
Brian Maienschein
Donna Frye
Jim Madaffer
Ralph Inzunza

-- Completion Date _____
-- For information call _____

The Developer shall obtain a current roster of Redevelopment Agency members before signs are manufactured.

J. Americans with Disabilities Act (ADA)

The Developer acknowledges and agrees that it is aware of and will comply with City of San Diego Council Policy 100-04, adopted by Resolution No. R-282 153 relating to the federally-mandated Americans with Disabilities Act (ADA).

K. Fees and Assessments

The Developer shall be responsible for all fees required by the City or other public agency for the construction of the proposed project.

L. Applicable City Codes and Ordinances

Notwithstanding the approval of the project plans by the Agency, the project must meet all requirements of the Uniform Building Code and Uniform Fire Code and all Applicable City Codes and Ordinances.

M. Nondiscrimination and Equal Opportunity

1. The Developer shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Developer shall provide equal opportunity in all employment practices. The Developer shall ensure that its contractor and subcontractors comply with the City of San Diego's Equal Opportunity Program.

2. The Developer has received, read, understands and agrees to be bound by the City of San Diego Municipal Code Division 27 (Equal Opportunity Program) and the ~~City Manager's Policies and Procedures implementing that Program~~, contained in the Equal Opportunity Packet provided by the Agency.
3. The Developer has submitted, and the Agency acknowledges receipt of either a Work Force Report or an Equal Opportunity Plan, as required by Section 22.2705 of the City of San Diego Municipal Code.
4. The Developer has received, read and understands the Equal Opportunity Contracting Information Packet provided by the Agency.
5. The Developer has submitted, and the Agency acknowledges receipt of, an initial Equal Opportunity Report. The Developer agrees periodically to provide updated reports as requested by the Agency.

ATTACHMENT NO. 6

FORM OF GRANT DEED

[BEHIND THIS PAGE]

(1)

(2)

(3)

OFFICIAL BUSINESS

Document entitled to free
recording per Government Code
Section 6103.

Recording Requested By:
THE REDEVELOPMENT AGENCY OF THE CITY
OF SAN DIEGO
600 "B" Street, Suite 400
San Diego, California 92101
Attention: City Heights Project Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body corporate and politic of the State of California, herein called "Grantor," acting to carry out the Redevelopment Plan for the City Heights Redevelopment Project, herein called "Redevelopment Plan," under the Community Redevelopment Law of the State of California, hereby grants to _____, a _____, herein called "Grantee," the real property, hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

1. Said Property is conveyed in accordance with and subject to the Redevelopment Plan for the City Heights Redevelopment Project which was approved and adopted on May 11, 1992, by Ordinance No. 0-17768 [New Series] of the City Council of the City of San Diego, and the Disposition and Development Agreement (the "DDA") entered into by and between Grantor ("Agency" therein) and San Diego Revitalization Corporation ("Developer" therein) dated as of May 3, 2005, both of which documents are public records on file in the offices of the City Clerk of the City of San Diego and the Secretary of Grantor, and are by reference thereto incorporated herein as though fully set forth herein.

2. The Property is conveyed to Grantee at a purchase price herein called "Purchase Price", determined in accordance with the uses permitted. Therefore, Grantee hereby covenants and ~~agrees for itself, its successors, its assigns, and every~~ successor in interest to the Property that the Grantee, such successors and such assigns, shall develop, maintain, and use the Property only as follows:

- a. During the time the Redevelopment Plan is in effect, the Property shall be devoted only to the development permitted and the uses specified in this Grant Deed and the Redevelopment Plan. No change in the use of the Property from that permitted by this Grant Deed and the Redevelopment Plan and no new construction or material exterior modification or alteration of any structure on the Property shall be permitted without the prior written approval of the Grantor. The Grantee shall use the Property (together with adjacent property described in the DDA as the "Developer's Parcels") exclusively for the construction of a four story retail-office building on University Avenue of up to 95,000 square feet, with approximately 23,000 square feet of ground floor retail and lobby space and three levels of office space and/or classrooms and/or meeting rooms above, with street level and underground parking, all as described in the Scope of Development.
- b. The Grantee shall use the Property for such uses and purposes and in accordance with plans and specifications for the redevelopment of the Property approved by Grantor.

3. Grantee, its successors and assigns, shall maintain the Improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time Grantor issues a Release of Construction Covenants pursuant to the DDA, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter;

sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event Grantee, its successors or assigns fails to maintain the Improvements in accordance with the standard for the quality of maintenance, Grantor or its designee shall have the right but not the obligation to enter the Property upon reasonable notice to Grantee, correct any violation, and hold Grantee, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

4. Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

5. All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national

origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

6. a. ~~Prior to the recordation of a Release of Construction Covenants pursuant to the DDA, Grantee shall not, except as permitted by this paragraph 6, make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Property (or any portion of the "Site" defined in the DDA) or the improvements thereon, without prior written approval of the Grantor. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or the Site, nor shall it prohibit leases for occupancy in the ordinary course of business or Permitted Transfers.~~

b. For purposes of this paragraph 6, the term "Permitted Transfer" shall mean any of the following:

(i) An assignment of the DDA and all of Grantee's interests in the Site to a limited liability company in which the Grantee or another SDRC Entity (as defined in the DDA) owns majority interest and is the controlling and managing member with control over management, or a limited partnership in which the Grantee or another SDRC Entity owns majority interest and is the controlling and managing partner with control over management.

(ii) Either before or after Completion, any Permitted Mortgage (as defined in the DDA), or the conveyance of title to the Mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such Permitted Mortgage;

(iii) A conveyance of the Site to any SDRC Entity or any limited partnership or limited liability company in which an SDRC Entity is the controlling and managing general partner or managing member, or a sale back from such partnership or limited liability company to such general partner or member, and the assignment of the DDA to such Assignee, as provided in Section 106.c. of the DDA, if in the reasonable determination of the Grantor's Executive Director, the reconstituted "Developer" is comparable in all material respects (including experience and financial capability) to San Diego Revitalization Corporation;

(iv) The inclusion of equity participation by Grantee by transfer of or addition of limited partners or members to the Grantee or similar mechanism, provided the Grantee or another SDRC Entity retains majority interest and remains the controlling and managing member with control over management.

Any transfer described in clauses (i) through (iv) shall be subject to the reasonable approval of the Agency Executive Director or designee. The foregoing prohibitions shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site, nor shall they be construed to prohibit leases for occupancy in the ordinary course of business or Permitted Transfers.

c. Except as permitted by paragraph a., in the event that the Grantee does sell, transfer, convey or assign any part of the Property or buildings or structures thereon, prior to the recordation of a Release of Construction Covenants, in violation of this Grant Deed, the Grantor shall be entitled to increase the Purchase Price paid by the Grantee for the Property by the amount that the consideration payable for such sale, transfer, conveyance or assignment is in excess of the Purchase Price paid by the Grantee, plus the cost of improvements and development, including carrying charges and costs related thereto. The consideration payable for such sale, transfer, conveyance or assignment to the extent it is in excess of the amount so authorized shall belong and be paid to the Grantor and until paid the Grantor shall have a lien on the Property and any part involved for such amount. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, nor shall it apply to any Permitted Mortgage permitted by the DDA for financing the development of the Property.

d. In the absence of a specific written agreement by the Grantor, and except as otherwise provided in this paragraph 6., no such sale, transfer, conveyance or assignment of the Site (or any portion thereof), or approval by the Agency of any such sale, transfer, conveyance or assignment, shall be deemed to relieve the Grantee or any other party from any obligations under the DDA.

e. The prohibitions set forth in this paragraph 6 shall remain in effect only until the issuance of a Release of Construction Covenants.

7. Prior to the recordation of a Release of Construction Covenants to be issued by the Grantor in accordance with Section 322 of the DDA, the following shall apply:

a. Subject to the notice and cure provisions of Section 501 of the DDA, and subject to any Permitted Mortgage, in the event of an uncured default described in this paragraph 7.a. below, Grantor shall have the right, at its option, to reenter and take possession of the Property with all improvements thereon, and to terminate and revest in Grantor the estate theretofore conveyed to Grantee:

(1) Grantee fails to commence construction of the improvements as required by the DDA for a period of ninety (90) days after written notice from Grantor, provided that Grantee shall not have obtained an extension or postponement to which the Grantee may be entitled pursuant to Section 602 of the DDA; or

(2) Grantee abandons or substantially suspends construction of the improvements for a period of ninety (90) days after written notice has been given by Grantor to the Grantee, provided Grantee has not obtained an extension or postponement to which the Grantee may be entitled to pursuant to Section 602 of the DDA; or

(3) Grantee assigns or attempts to assign the DDA, or any rights therein, or transfer, or suffer any involuntary transfer of the Property, or any part thereof, in violation of the DDA, and such breach is not cured within thirty (30) days after the date of written notice thereof; or

(4) Grantee otherwise materially breaches the DDA, and such breach is not cured within the time provided in Section 501 of the DDA.

b. Such right to reenter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit, and Grantor's rights shall be subject and subordinate to any rights or interests provided in the DDA for the protection of any Mortgagee of a Permitted Mortgage Loan.

c. Upon the revesting in Grantor of title to the Property, or any part thereof, as provided in this Section 7, Grantor shall, pursuant to its responsibilities under state law, use its best efforts to resell the Property, as soon and in such manner as Grantor shall find feasible and consistent with the objectives of the Community Redevelopment Law and the Redevelopment Plan to a qualified and responsible party or parties (as determined by Grantor), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to Grantor and in accordance with the uses specified for the Property, or any part thereof, in the Redevelopment Plan. Upon such resale of the Property, or any part thereof, the proceeds thereof shall be applied:

(1) First, repayment in full of the outstanding balance of any Permitted Mortgage Loan, to the extent allocable to the Property;

(2) next, to reimburse Grantor on its own behalf or on behalf of the City of San Diego of all costs and expenses incurred by Grantor, including salaries of personnel engaged in such action, in connection with the recapture, management and resale of the Property, or any part thereof (but less any income derived by Grantor from the sale of the Property, or any part thereof, in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (or, in the event the Property, or any part thereof, is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments or charges, as would have been payable if the Property, or part thereof, were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent

encumbrances or liens due to obligations, defaults or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements ~~or any part thereof on the Property, or any part thereof~~; and any amounts otherwise owing to the Grantor by Grantee and its successor or transferee; and

(3) third, to reimburse Grantee, its successor or transferee, up to the amount equal to: the sum of the Purchase Price paid to the Grantor for the Property (or allocable to the part thereof); and the costs incurred for the development of the Property, or any part thereof, or for the construction of the agreed improvements thereon, less the Permitted Mortgage Loan, to the extent allocable to the Property.

d. Any balance remaining after such reimbursements shall be retained by Grantor as its property.

e. To the extent that the right established in this Section 7 involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. The rights established in this Section 7 are to be interpreted in light of the fact that Grantor will convey the Property to Grantee for development and not for speculation.

8. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, and the City of San Diego (the "City") and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Grantor and the City shall be deemed the beneficiaries of the covenants, conditions and restrictions of this Agreement both for and in their own rights and for the purposes of protecting the interests of the community. Grantor shall have the right,

in the event of any breach of any such covenants, conditions and restrictions, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant. The covenants, conditions, and restrictions shall run in favor of the Grantor and the City, without regard to whether the Grantor or City have been, remain, or own any land or interest therein in the Site or the Redevelopment Project area. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this Grant Deed shall not benefit nor be enforceable by any owner of any other real property within or outside the Redevelopment Project area or any person or entity having any interest in any such other real property.

9. Except as provided in this Section 9, every covenant and condition and restriction contained in this Grant Deed shall remain in effect until the expiration of the effectiveness of the Redevelopment Plan (currently scheduled for May 11, 2032). The covenants against discrimination set forth in Section 4 and Section 5 of this Grant Deed shall remain in perpetuity. The covenants set forth in Section 2.b., Section 6 and Section 7 of this Grant Deed shall terminate upon the recordation of the Release of Construction Covenants by Grantor pursuant to Section 322 of the DDA.

10. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest in the Property; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions; whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized as of

[SIGNATURES APPEAR ON NEXT PAGE]

Grantor:
REDEVELOPMENT AGENCY OF THE CITY
OF SAN DIEGO

By: _____
Hank Cunningham
Assistant Executive Director

APPROVED AS TO FORM AND LEGALITY
ON THIS _____ day of

MICHAEL J. AGUIRRE
Agency General Counsel

By: _____
Rachel W. Witt, Deputy

KANE, BALLMER AND BERKMAN
Agency Special Counsel

By: _____
Glenn F. Wasserman

The grantee hereby accepts the written deed, subject to all
of the matters hereinbefore set forth.

SAN DIEGO REVITALIZATION CORPORATION, a
California public benefit corporation

By: _____
Jack McGrory

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, personally
appeared _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature



Exhibit A

LEGAL DESCRIPTION

ACQUISITION PARCEL

Edd\CityHts\square\DEED4
4-8-05

6



6

6

ATTACHMENT NO. 7

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into as of _____, by and among the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO ("Agency"), SAN DIEGO REVITALIZATION CORPORATION, a California nonprofit public benefit corporation ("SDRC") and _____, a _____ ("Assignee") with reference to the following facts:

A. The Agency and SDRC have heretofore entered into that certain Disposition and Development Agreement, dated as of _____ (the "Agreement"). The Agreement is incorporated herein by this reference.

B. Pursuant to the Agreement, the Agency has agreed to sell to SDRC or to its affiliate certain real property described therein as the "Acquisition Parcel", and SDRC has agreed that SDRC or such affiliate shall construct a mixed-use commercial project on the Site (consisting of the Acquisition Parcel and adjacent property owned by SDRC referred to as the "Developer's Parcels"), as described in the Agreement (the "Project").

C. SDRC has designated Assignee to take title to the Acquisition Parcel, and to obtain financing for and develop the Project, as contemplated by the Agreement.

D. As contemplated by the Agreement, SDRC intends to assign the Agreement and all related agreements to which SDRC is a party to Assignee, and Assignee intends to assume all rights and obligations of SDRC, as "Developer" thereunder.

NOW, THEREFORE, the Agency, SDRC and Assignee hereby agree as follows:

1. SDRC hereby assigns to Assignee all of its right, title and interest in and to the Agreement and Assignee hereby accepts such assignment, and assumes all of the obligations of the Developer thereunder and agrees to be bound thereby in accordance with the terms thereof.

2. Assignee shall accept title to the Acquisition Parcel in its name and execute any instrument or document to be

executed by the Developer pursuant to the Agreement, and be bound thereby in accordance with the terms thereof. The Agreement and any other instrument or document to be executed by the Developer pursuant to the Agreement shall be referred to collectively as the "Assigned Agreements."

3. Assignee shall construct the Project in conformance with the Agreement and the plans and specifications heretofore approved by the Agency pursuant thereto, subject to revisions and change orders previously approved or deemed approved pursuant to the Agreement.

4. Assignee shall assume and perform all executory obligations of SDRC pursuant to the Agreement, without exception.

5. Agency hereby consents to and approves the assumption of the Agreement by Assignee.

6. The Agency shall perform any executory obligations of the Agency pursuant to the Agreement.

7. The principal address of Assignee for purposes of the Agreement is as follows:

San Diego, California 92101

8. This Agreement is made for the sole benefit and protection of the parties hereto, and their successors and assigns, and no other person or persons shall have any right of action or right to rely hereon. As this Agreement contains all the terms and conditions agreed upon between the parties, no other agreement regarding the subject matter thereof, shall be deemed to exist or bind any party unless in writing and signed by the party to be charged. Wherever required, any consent or approval of either party shall not be unreasonably withheld or delayed.

9. This Agreement may be executed in several duplicate originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and

shall become effective upon execution by the parties, as indicated by the signatures below. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

IN WITNESS WHEREOF, the Agency, SDRC and Assignee have executed this Agreement.

"Agency"

REDEVELOPMENT AGENCY OF THE
CITY OF SAN DIEGO

By: _____
Hank Cunningham
Assistant Executive Director

APPROVED AS TO FORM AND LEGALITY
MICHAEL J. AGUIRRE
Agency General Counsel

By: _____

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: _____
Glenn F. Wasserman

"SDRC"

SAN DIEGO REVITALIZATION CORPORATION,
a California nonprofit public benefit
corporation

By: _____

Name:

Title:

"Assignee"

[INSERT SIGNATURE BLOCK]

ATTACHMENT NO. 8

PROJECT BUDGET

~~[BEHIND THIS PAGE]~~



ATTACHMENT NO. 8

PROJECT BUDGET
CITY HEIGHTS SQUARE - OFFICE
CITY OF SAN DIEGO

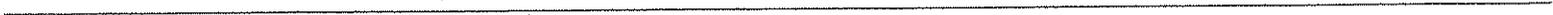
<u>Estimated Development Costs</u>	<u>Totals</u>	<u>Notes</u>
I. Acquisition Costs		
Developer's Parcels	\$2,163,516	\$44 Per SF - Developer's Parcels
Acquisition Parcel	<u>\$850,000</u>	\$69 Per SF - Acquisition Parcel
Subtotal Acquisition Costs	\$3,013,516	\$49 Per SF Site Area
II. Direct Costs		
Off-Sites (1)	\$295,775	\$5 Per SF Site Area
On-Sites/Landscaping	\$1,561,166	\$25 Per SF Site Area
Parking	\$7,176,599	\$26,980 Per Space
Shell Construction	\$8,788,115	\$98 Per SF GBA
Tenant Improvements - Office	\$2,944,765	\$46 Per SF GBA - Office
Tenant Improvements - Restaurant/Retail	\$633,590	\$24 Per SF GBA - Retail
FF&E (2)	\$45,000	Allowance
Contingency	<u>\$1,805,693</u>	8.4% of Directs
Subtotal Direct Costs	\$23,250,702	\$259 Per SF GBA
III. Indirect Costs		
Architecture & Engineering	\$1,573,916	6.8% of Directs
Permits & Fees (1)	\$864,442	\$10 Per SF GBA
Taxes & Insurance	\$151,250	0.7% of Directs
Legal & Accounting	\$150,000	0.6% of Directs
Developer Fee (3)	\$487,509	2.1% of Directs
Lease Commissions/Marketing	\$320,000	\$4 Per SF GBA
Contingency	<u>\$0</u>	0.0% of Indirects
Subtotal Indirect Costs	\$3,547,117	15.3% of Directs
IV. Financing Costs		
Loan Fees	\$880,000	3.8% of Directs
Interest During Construction	\$722,781	3.1% of Directs
Net Interest During Lease-Up	<u>\$851,100</u>	3.7% of Directs
Subtotal Financing Costs	\$2,453,881	10.6% of Directs
V. Total Development Costs		
Or Say (Rounded)	\$32,265,216	\$359 Per SF GBA
	<u>\$32,265,000</u>	

<u>Sources of Funds</u>	
Debt	\$25,132,173
Equity	<u>\$7,133,043</u>
Total	\$32,265,216

(1) Per Developer. Not verified by KMA or City.

(2) Includes signage and graphics.

(3) Includes real estate consultants.



ATTACHMENT NO. 9

FORM OF AGREEMENT AFFECTING REAL PROPERTY

[BEHIND THIS PAGE]



OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code Section 6103

Recording Requested By:
THE REDEVELOPMENT AGENCY OF THE CITY
OF SAN DIEGO
600 "B" Street, Suite 400
San Diego, California 92101
Attention: City Heights Project Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AFFECTING REAL PROPERTY

THIS AGREEMENT AFFECTING REAL PROPERTY (this "Agreement") is entered into as of _____, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body corporate and politic (herein referred to as "Agency") and _____^a (hereinafter referred to as "Developer"), as of _____, 20__.

A. Developer owns that certain real property (the "Site"), located in the City of San Diego, County of San Diego, State of California, legally described in the "Legal Description" attached hereto and incorporated herein as Exhibit A.

B. The Site is within the City Heights Redevelopment Project area (the "Project") in the City of San Diego and is subject to the provisions of the Redevelopment Plan for the City Heights Redevelopment Project which was approved and adopted on May 11, 1992, by Ordinance No. 0-17768 [New Series] of the City Council of the City of San Diego.

C. San Diego Revitalization Corporation ("SDRC") and Agency entered into that certain Disposition and Development Agreement dated as of May 3, 2005 (the "DDA"), and incorporated herein by this reference, which SDRC assigned to Developer on _____, pursuant to which the Agency acquired and conveyed to Developer that portion of the Site referred to therein as the "Acquisition Parcel". The conveyance of the Acquisition Parcel to Developer is for the purpose of constructing and operating certain improvements on the Site (the "Improvements").

D. This Agreement is entered into and recorded in

accordance with the Redevelopment Plan and the DDA. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the DDA.

NOW, THEREFORE, AGENCY AND DEVELOPER AGREE AS FOLLOWS:

1. Developer, on behalf of itself and its successors, assigns, and each successor in interest to Developer's interest in the Site or any part thereof, hereby covenants and agrees as follows:

a. Developer, its successors and assigns, shall develop and use the Site only for the uses permitted in the DDA and this Agreement, specifically including a mixed-use commercial project consisting of a four story retail-office building on University Avenue of up to 95,000 square feet, with approximately 23,000 square feet of ground floor retail and lobby space and three levels of office space, and/or classrooms and/or meeting rooms above, with street level and underground parking (the "Project").

b. Developer, its successors and assigns, shall maintain the Improvements on the Site in the same aesthetic and sound condition (or better) as the condition of the Site at the time the Agency issues a Release of Construction Covenants pursuant to the Agreement, reasonable wear and tear excepted. This standard for the quality of maintenance of the Site shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Site, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order.

c. Developer covenants and agrees for itself and its successors and assigns as to any portion of the Site, that Developer and such successors and assigns shall participate, together with the other property owners on the block, in paying for the management and operations of the park to be developed on

the approximately 5,348 square foot parcel of real property adjacent to the Site on the north, consisting of an approximately 49 foot by 109 foot parcel along 43rd Street, legally described as the "Park Site" in Exhibit "A", in accordance with the terms and conditions of that certain [Name of Agreement to be inserted] ~~to be executed by and between Developer, City Heights Square, L.P., La Maestra Family Clinic [and the City of San Diego], dated~~ _____ (the "Park Agreement"), which is incorporated herein by this reference.

d. Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, and this Agreement is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the Site, nor shall Developer itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessee, subtenants, or vendees in the Site.

e. Developer, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Site or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Site, or any portion thereof, after the date of this Agreement shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy

of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(2) ~~In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use or enjoyment of the land herein leased nor shall the lease itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land herein leased."~~

(3) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

2. All conditions, covenants and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Agency, its successors and assigns, and the City of San Diego (the "City") and its successors and assigns, against Developer, its successors and assigns, to or of the Site or any portion thereof or any interest therein, and any party in possession or occupancy of said Site or portion thereof. Agency and the City shall be deemed the beneficiaries of the covenants, conditions and restrictions of this Agreement both for and in their own rights

and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the Agency and the City, without regard to whether the Agency or City has been, remains, or is an owner of any land or interest therein in the Site or the Project area. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this Agreement shall not benefit nor be enforceable by any owner of any other real property within or outside the Project area or any person or entity having any interest in any such other real property.

3. Agency shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage permitted by the Agreement. This Agreement and the covenants contained herein shall be subordinate to the lien of the deed of trust securing any construction loan and the deed of trust securing any permanent loan to which the Agency has agreed to subordinate this Agreement. Prior to the recordation of the deed of trust securing any such loan, the Executive Director of the Agency or designee shall execute such reasonable instruments as may be necessary to subordinate this Agreement and the covenants contained herein to the lien of the maker of such loan. Any lender to whose lien this Agreement is subordinate, who acquires title to the Site by foreclosure, deed in lieu of foreclosure, trustee's sale or similar transfer of title, and the assignees and transferees of such holder, shall not be subject to or bound by the requirements of this Agreement.

5. Except as provided in this Section 5, every covenant and condition and restriction contained in this Agreement shall remain in effect for the period of effectiveness of the Redevelopment Plan (currently scheduled to expire May 11, 2032). The covenants set forth in paragraph c. of Section 1 shall remain in effect for the term set forth in the Park Agreement. The covenants set forth in paragraphs d. and e. of Section 1 shall remain in effect in perpetuity.

6. Prior to exercising any remedies hereunder, Agency shall give Developer notice of such default. Agency shall also give notice of default to Developer's investor limited partner and to any person or entity having a security interest in the Site secured by a lien that is superior to this Agreement. If

the default is reasonably capable of being cured within thirty (30) days, Developer shall have such period to effect a cure prior to exercise of remedies by Agency. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Developer (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Developer shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Agency. In no event shall Agency be precluded from exercising remedies if the Site becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given.

7. If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Section 6, above, Agency and its successors and assigns, without regard to whether Agency or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by Developer of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

IN WITNESS WHEREOF, the Agency and the Developer have signed this Agreement as of the date set forth above.

[SIGNATURES APPEAR ON NEXT PAGE]

Agency
REDEVELOPMENT AGENCY OF THE
CITY OF SAN DIEGO

Date: _____

By: _____
Hank Cunningham
Assistant Executive Director

APPROVED AS TO FORM AND LEGALITY
MICHAEL J. AGUIRRE
Agency General Counsel

By: _____
Rachel W. Witt, Deputy

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: _____

SAN DIEGO REVITALIZATION CORPORATION, a
California public benefit corporation

By: _____
Jack McGrory

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

On _____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

6



6

6

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE

ACQUISITION PARCEL

DEVELOPER'S PARCELS

PARK SITE

