

R 74-315

RESOLUTION NO. 210590 MAY 9 1974

WHEREAS, the San Diego Unified School District has filed an eminent domain action (Superior Court No. 350540) against The City of San Diego seeking to acquire the "San Diego High School Site," as more fully described in the School District's filed complaint; and

WHEREAS, the Council of The City of San Diego has determined that the above action should be settled in accordance with the attached "Stipulation for Judgment," (marked as "Exhibit A" and made a part hereof), including the lease agreement attached thereto; NOW, THEREFORE,

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

That the City Manager be, and he is hereby authorized and empowered to enter into the attached "Stipulation for Judgment," ("Exhibit A"), and accompanying lease in settlement of the above-referenced condemnation action with respect to the San Diego High School Site.

APPROVED: JOHN W. WITT, City Attorney

By   
Donald W. Betisch, Deputy

DWD:rb  
5-1-74

MICROFILMED

APR 20 1978

1 RALPH E. STERN  
Schools Attorney  
2 BEN ECHEVERRIA  
Senior Deputy Schools Attorney  
3 SAN DIEGO UNIFIED SCHOOL DISTRICT  
4100 Normal Street  
4 San Diego, California 92103  
(714) 298-4681  
5 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO

10 SAN DIEGO UNIFIED SCHOOL DISTRICT, )  
11 Plaintiff, ) No. 350540  
12 v. ) STIPULATION FOR  
13 CITY OF SAN DIEGO, a Municipal )  
Corporation, et al., ) JUDGMENT  
14 Defendants. )  
15 )

16 IT IS STIPULATED, by and between Plaintiff, the SAN DIEGO  
17 UNIFIED SCHOOL DISTRICT, by and through its Deputy Superintendent,  
18 Administration, Thomas A. Shannon, and Defendant CITY OF SAN DIEGO,  
19 by and through its City Manager, Kimball Moore, as follows:

20 WHEREAS, the above-referenced eminent domain proceeding  
21 was initiated by the Plaintiff DISTRICT's Complaint on February 1,  
22 1974, seeking title to the real property described therein; and

23 WHEREAS, Defendant, CITY, responded to Plaintiff's  
24 Complaint by filing its answer on April 1, 1974 denying generally all  
25 of Plaintiff's allegations and setting forth its various affirmative  
26 defenses; and

27 WHEREAS, the subject real property is more fully described  
28 in Plaintiff's Complaint on file herein; and

EXHIBIT A  
MICROFILMED  
210590  
APR 20 1978

1           WHEREAS, the use of said land by Plaintiff DISTRICT is  
2 considered at this time to be a higher and more necessary use of the  
3 subject property; and

4           WHEREAS, the parties hereto have mutually determined and  
5 agreed through their respective governing bodies, i.e., the Council  
6 of The CITY OF SAN DIEGO and the Board of Education of the SAN DIEGO  
7 UNIFIED SCHOOL DISTRICT, that the within action may be settled in  
8 the following manner:

9           1. The Plaintiff DISTRICT and Defendant CITY shall and  
10 have entered into an agreement, a true copy of which is attached  
11 hereto, consisting of 22 pages, together with "Exhibit A" and made  
12 a part hereof, whereby the DISTRICT by this stipulation and judgment  
13 does acquire from the CITY a 50-year leasehold interest in the  
14 property described herein.

15           2. The DISTRICT acknowledges that all right, title and  
16 interest to all of the real property described at pages three (3)  
17 through six (6) of the attached lease agreement is vested in the  
18 Defendant CITY OF SAN DIEGO in fee simple.

19           3. The DISTRICT hereby agrees that all right, title and  
20 interest in and to all buildings and other permanent improvements  
21 constructed and maintained by the DISTRICT on the leased property  
22 will be transferred to the CITY at the completion of the 50-year  
23 lease term at no cost to CITY.

24           4. The CITY acknowledges that it has received adequate  
25 consideration for the interest condemned in this action.

26           5. That the trial of the within action is unnecessary and  
27 that it is, therefore, waived.

28           6. That Findings of Fact and Conclusions of Law, Notices

1 of Entry of Judgment and Final Order of Condemnation and all  
2 right of appeal therefrom are also waived.

3 7. The CITY and DISTRICT mutually request court  
4 approval of the attached lease and the terms and conditions of  
5 this settlement.

6 8. The court is respectfully requested to review its  
7 entire file in this case, together with this Stipulation and  
8 the executed lease.

9 9. The court is respectfully requested to enter its  
10 judgment as follows:

11 A. That it be ordered, adjudged and decreed that  
12 judgment is given and entered accordingly for the San Diego  
13 Unified School District and granting to said District a  
14 50-year leasehold interest according to the terms, con-  
15 ditions and recitals contained in the stipulated agreement  
16 and lease.

17 B. That it be ordered, adjudged and decreed that  
18 fee title in and to all real property described in the  
19 attached lease is held by The City of San Diego.

20 C. That it be ordered, adjudged and decreed that the  
21 CITY and the DISTRICT, having executed the attached lease,  
22 shall be mutually bound thereby, and that the Court approves  
23 the terms and conditions of said lease and adopts same as  
24 part of its judgment.

25 D. That it be ordered, adjudged and decreed that the  
26 DISTRICT is to deliver a quitclaim deed and all other  
27 required documents or papers, to the CITY at the expiration  
28 of the lease period, thereby transferring all of the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DISTRICT's right, title and interest in and to all build-  
ings and other improvements in existence at the termination  
of the lease located on the leased property; and

E. That it be ordered, adjudged and decreed that  
the DISTRICT hereby acquires from the CITY a 50-year  
leasehold interest in and to the property described in the  
lease mutually negotiated and agreed upon by all parties  
hereto.

IN WITNESS WHEREOF, the CITY and the DISTRICT have  
caused this stipulation to be signed in their manner and on their  
behalf by their duly authorized representatives.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY

DISTRICT

CITY OF SAN DIEGO

SAN DIEGO UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Kimball Moore  
City Manager

By \_\_\_\_\_  
Thomas A. Shannon,  
Deputy Superintendent,  
Administration

MICROFILMED

APR 20 1978

AGREEMENT  
BETWEEN THE  
CITY OF SAN DIEGO  
AND  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
FOR  
LEASE OF SAN DIEGO HIGH SCHOOL PROPERTY AND BALBOA STADIUM

This Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1974, by and between the CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as CITY, and the SAN DIEGO UNIFIED SCHOOL DISTRICT, San Diego, California, hereinafter referred to as DISTRICT.

WITNESSETH:

WHEREAS, the public necessity requires that the Agreement herein contained, be executed with all due speed and good faith on behalf of the parties; and,

WHEREAS, there is presently pending in the Superior Court of San Diego County, Action Number 350540, to wit, a Complaint in Eminent Domain, filed by the San Diego Unified School District, Plaintiff, against the City of San Diego, a municipal corporation, et al, Defendants; and

WHEREAS, the property to be condemned by said action is commonly known as the San Diego High School site; and

**MICROFILMED**

APR 20 1978

**210590**      MAY 9 1974

WHEREAS, the DISTRICT, and its predecessor in interest, have been in possession and control of a major portion of the property hereinafter described as Parcel A, continuously since 1881; and

WHEREAS, the DISTRICT, and its predecessor in interest, have made consistent use of the major portion of the property hereinafter described as Parcel A, for public school purposes only since 1881; and

WHEREAS, said court action and the real property involved therein, are the subject of this Agreement; and

WHEREAS, as a part of the settlement of the court action, the CITY is desirous of having the DISTRICT take over the operation and maintenance of Balboa Stadium; and

WHEREAS, a stipulated settlement of the aforesaid court action is the major objective of the parties by and through the negotiation, mutual execution, and court approval of the Agreement herein contained.

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

I

INTEREST ACQUIRED BY DISTRICT

The DISTRICT by the Judgment in the Superior Court Action No. 350540 does acquire from the City a 50 year leasehold interest in the property hereinafter described. The CITY promises that the DISTRICT shall have and hold the sole possession and quiet enjoyment of a leasehold estate for the period of 50

MICROFILMED

years, commencing from the date of entry of judgment and running thenceforward continuously for a period of 50 years, in and to the real property commonly known and described as San Diego High School and Balboa Stadium, and more particularly described by legal description and attached plat, so long as said property is used for the purposes designated herein, as follows:

PARCEL A: (Legal description for San Diego High School)

Those portions of the land designated as "City Park Reservation", in the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe, a copy of which was filed in the Office of the County Recorder of said County, and is known as Miscellaneous Map No. 36, which lies within Pueblo Lots 1143 and 1144 of the Pueblo Lands of San Diego, according to Map thereof by Charles H. Poole, a copy of which was filed in said County Recorder's Office and is known as Miscellaneous Map No. 35, described as follows:

Parcel A

Beginning at a point on the Southwesterly line of the tract of land conveyed to the State of California, by deed recorded November 18, 1960, Document No. 227164, in Book 1960 of Official Records in the Office of said County Recorder, said Point also as shown on State Highway Right-of-Way Map, X1-SD-5, LO 3535, lying radially South  $27^{\circ} 12' 25''$  West 222.79 feet of Engineers Station 368+30.40; thence, along the said Southwesterly right-of-way line North  $66^{\circ} 43' 30''$  West 52.00 feet to the center of the right-of-way of Park Boulevard as delineated on State Drawing No. X1-SD-2-SD-13 of 175 also being the True Point of Beginning; thence, Southerly along the said Southwesterly right-of-way as follows: South  $66^{\circ} 43' 30''$  East 52.00 feet; thence, North  $75^{\circ} 21' 16''$  East 51.99 feet to the beginning of a 956.00 foot radius



curve concave Southwesterly; thence, Southeasterly along the arc of said curve through an angle of  $24^{\circ} 23'02''$ , a distance of 406.85 feet; thence, tangent to said curve South  $31^{\circ} 22'59''$  East, 173.04 feet; thence, South  $58^{\circ} 14'45''$  West, 62.57 feet; thence, South  $10^{\circ} 23'45''$  West, 34.40 feet; thence South  $67^{\circ} 39'45''$  West, 187.65 feet; thence, South  $61^{\circ} 26'15''$  West, 76.85 feet; thence, South  $50^{\circ} 42'15''$  West, 51.41 feet; thence, South  $42^{\circ} 36'45''$  West, 110.29 feet; thence, South  $0^{\circ} 46'45''$  West, 60.99 feet to Point A, being designated for the purpose of this description; thence, South  $1^{\circ} 51'40''$  West, 657.98 feet to Point B, also being designated for the purpose of this description, which is 68.00 feet Northerly of the Southerly right-of-way line of Russ Boulevard; thence, Westerly along the line which is 68.00 feet Northerly of and parallel with said Southerly right-of-way line of Russ Boulevard South  $89^{\circ} 59'00''$  West, 744.90 feet more or less to the intersection with the centerline of Park Boulevard having a bearing of North  $4^{\circ} 25'30''$  West, as delineated on State Highway Drawing Number X1-SD-2-SD-13; thence, Northerly along said centerline North  $4^{\circ} 25'30''$  West 23.45 feet to the beginning of a tangent 920.00 foot radius curve concave Easterly; thence, Northerly along the arc of said curve through an angle of  $44^{\circ} 03'04''$  a distance of 707.33 feet; thence, radially to said curve North  $50^{\circ} 22'26''$  West 9.00 feet; thence, North  $39^{\circ} 37'34''$  East, 331.21 feet to the beginning of a tangent 1,900.00 foot radius curve concave Northwesterly; thence, Northerly along the arc of said curve through an angle of  $16^{\circ} 21'04''$  a distance of 542.22 feet; thence, tangent to said curve North  $23^{\circ} 16'30''$  East 56.71 feet to the point of intersection with the said centerline of Park Boulevard and said Southerly State Highway Right-of-Way X1-SD-5, also being the True Point of Beginning.

PARCEL B: (Legal of an Easement for access road between Parcel A and C; this legal also included in Parcel C)

Commencing at Point A described above; thence, North  $89^{\circ} 59'00''$  East, 36.45 feet; thence, South  $0^{\circ} 01'00''$  East, 657.63 feet to a point which is 68.00 feet Northerly of the Southerly right-of-way line of Russ Boulevard; thence, Westerly along the line which is 68.00 feet Northerly of and parallel with said Southerly right-of-way line of Russ Boulevard South  $89^{\circ} 59'00''$  West, 58.00 feet more or less to Point B as hereinbefore mentioned; thence, North  $1^{\circ} 51'40''$  East, 657.98 feet to Point A, being also the True Point of Beginning of said easement.

PARCEL C: (Legal description of Balboa Stadium)

Those portions of the land designated as "City Park Reservation", in the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof by James Pascoe, a copy of which was filed in the Office of the County Recorder of said County, and is known as Miscellaneous Map No. 36, which lies within Pueblo Lots 1143 and 1144 of the Pueblo Lands of San Diego, according to Map thereof by Charles H. Poole, a copy of which was filed in said County Recorder's Office and is known as Miscellaneous Map No. 35, described as follows:

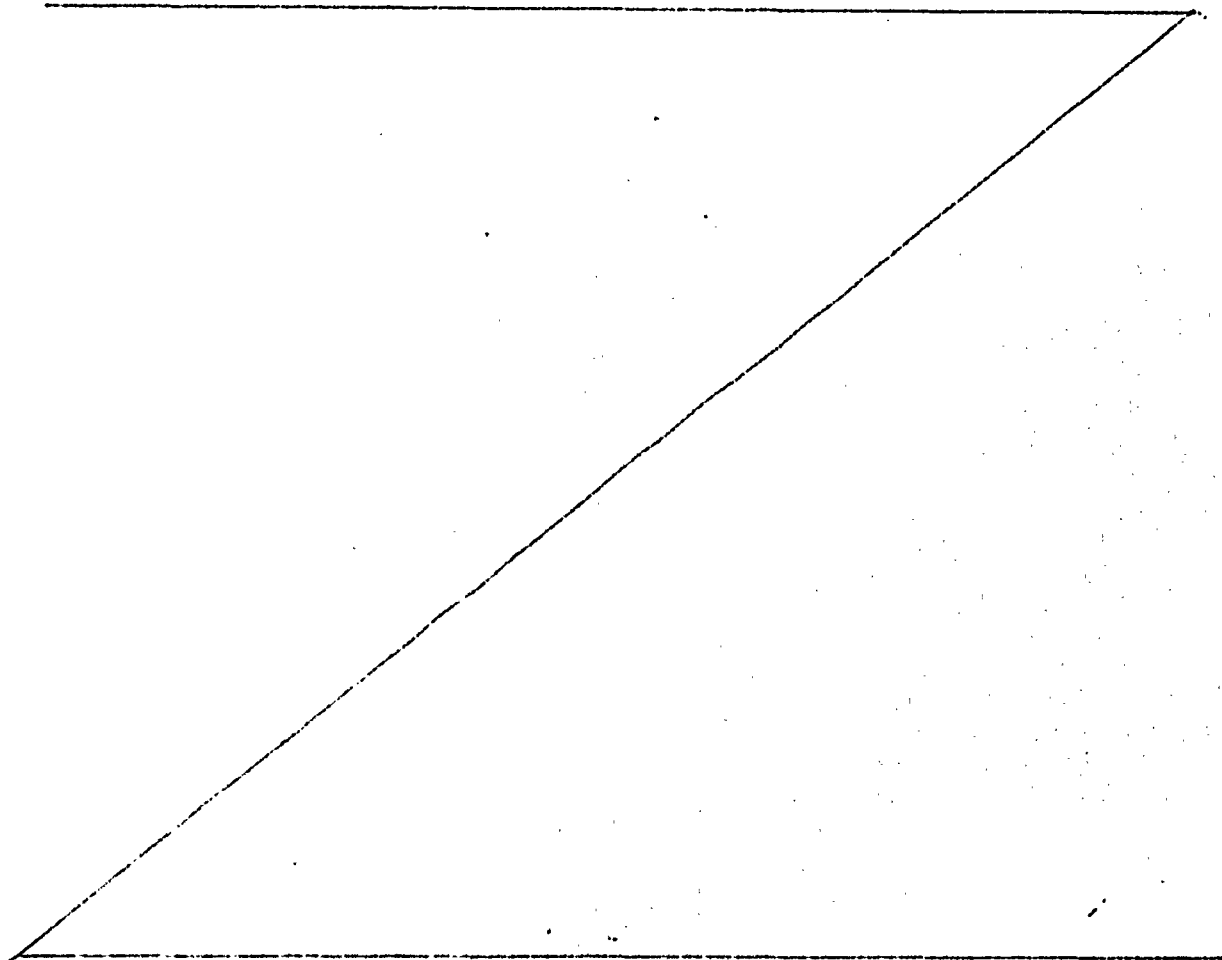
Parcel C:

Beginning at a point on the Southwesterly line of the tract of land conveyed to the State of California, by deed recorded November 18, 1960, Document No. 227164, in Book 1960 of Official Records in the Office of said County Recorder, said Point also as shown on State Highway Right-of-Way Map, X1-SD-5, LO 3535, lying radially South  $27^{\circ} 12' 25''$  West 222.79 feet of Engineers Station 368+30.40; thence, along the said Southwesterly right-of-way line North  $66^{\circ} 43' 30''$  West 52.00 feet to the center of the right-of-way of Park Boulevard as delineated on State Drawing No. X1-SD-2-SD-13 of 175; thence, Southerly along the said Southwesterly right-of-way as follows: South  $66^{\circ} 43' 30''$  East 52.00 feet; thence, North  $75^{\circ} 21' 16''$  East 51.99 feet to the beginning of a 956.00 foot radius curve concave Southwesterly; thence, Southeasterly along the arc of said curve through an angle of  $24^{\circ} 23' 02''$  a distance of 406.85 feet; thence, tangent to said curve South  $31^{\circ} 22' 59''$  East, 173.04 feet to the True Point of Beginning; thence, continuing South  $31^{\circ} 22' 59''$  East, 101.31 feet; thence, South  $49^{\circ} 27' 17''$  East, 29.01 feet; thence, South  $31^{\circ} 22' 59''$  East, 129.00 feet to the beginning of a tangent 80.00 foot radius curve concave Westerly; thence, Southerly along the arc of said curve through an angle of  $17^{\circ} 42' 09''$  a distance of 24.72 feet; thence, tangent to said curve South  $13^{\circ} 40' 50''$  East, 538.00 feet; thence, South  $74^{\circ} 12' 11''$  West, 6.64 feet to the beginning of a radial 530.00 foot radius curve concave Easterly; thence, Southerly along the arc of said curve through an angle of  $12^{\circ} 45' 41''$  a distance of 118.05 feet; thence, tangent to said curve South  $28^{\circ} 33' 30''$  East 144.38 feet to the beginning of a tangent 170.00 foot radius curve concave Southwesterly; thence, Southerly along the arc of said curve through an angle

MICROFILMED

APR 20 1978

of  $3^{\circ} 07'49''$  a distance of 9.29 feet to the point of intersection with a line which is 68.00 feet Northerly of and parallel with the Southerly right-of-way line of Russ Boulevard; thence, leaving the said right-of-way of X1-SD-5; thence, Westerly along the said line which is 68.00 feet Northerly of and parallel with the Southerly right-of-way line of Russ Boulevard South  $89^{\circ} 59'00''$  West 827.10 feet to Point B; thence, North  $01^{\circ} 51'40''$  East 657.98 feet to Point A; thence, North  $0^{\circ} 46'45''$  East 60.99 feet; thence, North  $42^{\circ} 36'45''$  East, 110.29 feet; thence, North  $50^{\circ} 42'15''$  East, 51.41 feet; thence, North  $61^{\circ} 26'15''$  East, 76.85 feet; thence, North  $67^{\circ} 39'45''$  East, 187.65 feet; thence, North  $10^{\circ} 23'45''$  East, 34.40 feet; thence, North  $58^{\circ} 14'45''$  East, 62.57 feet to a point of intersection with the said South-westerly right-of-way of State Highway X1-SD-5 also being the True Point of Beginning.



MICROFILMED

APR 20 1978

II

RESPONSIBILITIES OF DISTRICT

The DISTRICT gives to the CITY good and valuable consideration, and the CITY hereby receives and acknowledges said consideration as full and sufficient payment for the previously described leasehold estate, as follows:

- A. Subject to this lease, DISTRICT acknowledges that CITY is vested with all right, title and interest in the property herein described.
- B. All right, title and interest of the DISTRICT in and to the following buildings and the other permanent improvements constructed and maintained by the DISTRICT on Parcels A and C will be transferred to the CITY at the completion of the 50 year lease at no cost to the CITY, as approximated below:

BUILDING	DATE CONSTRUCTED	APPROXIMATE SQ. FT. (COST TO CONSTRUCT)	TOTAL USEFUL LIFE	REMAINING USE- FUL LIFE AT END OF 50 YEAR LEASE
Gymnasium	8-75	36,462	75 years	25 years
Media Center	8-75	37,400	75 years	25 years
Admin. Center	8-75	51,300	75 years	25 years
Performing Arts	8-75	24,837	75 years	25 years
Building No. 500	1950	13,458	26 years	-0-
Building No. 600	1940	18,838	16 years	-0-
Building No. 700	1939	7,386	15 years	-0-
		189,681		

- C. All right, title and interest of the DISTRICT in the easement described herein as Parcel B, will be granted to the CITY at the completion of the 50 year lease at no cost to the CITY.

MICROFILMED

APR 20 1978

- D. Pursuant to the California Education Code §§ 16556, et seq., commonly known as the Civic Center Act, the DISTRICT will make available to the citizens of the City, County and State, Parcels A and C, and all buildings and improvements located thereon, as described herein, for their engagement in supervised recreational activities, and all other activities authorized by law.
- E. Pursuant to California Education Code §§ 1002 and 16556, and Article III, § 55, Charter of the City of San Diego, California, the DISTRICT hereby covenants that the use of Parcels A, B, and C, hereinbefore described, will be used, administered, and made available for the benefit of the citizens for recreational purposes. In addition, the CITY hereby acknowledges the considerable financial relief which will result from the DISTRICT's assumption of management and control of Parcel C, commonly known as Balboa Stadium.
- F. In full, final consideration, the DISTRICT hereby reimburses the CITY in the amount of \$10,000.00, which cost has been and will be incurred by the CITY in the administration of the within Agreement, and the CITY hereby acknowledges receipt of said amount as payment in full for the 50 year leasehold.

III

CONSIDERATION

NOW, THEREFORE, IN CONSIDERATION for the foregoing general considerations, covenants and promises, the CITY and the DISTRICT agree as follows:

1. The term of this lease agreement shall be 50 years.
2. The real property covered by this agreement shall consist of those parcels, hereinabove described as Parcels A, B and C, all more particularly described in the plat attached hereto as "Exhibit 'A'".
3. In consideration for the 50 year leasehold, the DISTRICT promises to faithfully perform pursuant to the terms of this agreement, as are more particularly described hereinabove at Article II, A, B, C and D.

IV

TERMS AND CONDITIONS

The following terms and conditions shall prevail during the term of this agreement, and are mutually acceptable to the DISTRICT and the CITY:

1. The property herein described shall be used only for educational, cultural, recreational, and civic programs and activities.

2. The CITY and the DISTRICT hereby mutually promise and agree that they will faithfully cooperate in the scheduling of public recreational and cultural events and in all other matters of CITY concern which involve the use of Parcels A, B, and C, and the buildings and facilities located thereon.
3. DISTRICT may charge rental rates according to applicable State law and DISTRICT policy for use of said facilities, provided such rental is reasonable, uniform and non-discriminatory, in order that DISTRICT is not subsidizing groups using the aforementioned property and facilities.
4. All buildings and improvements installed upon said property by DISTRICT, which right to install is hereby reserved, shall remain the property of DISTRICT during the term of the leasehold and will be removed by DISTRICT upon request by the CITY at termination of the leasehold, for whatever reason, and said property shall be returned to CITY free of all legal encumbrances. In the event DISTRICT does not so remove said buildings and improvements prior to the expiration of this agreement, as requested in writing by the CITY, CITY may remove, or sell, or destroy the same at the DISTRICT's expense.

5. Quiet Possession. DISTRICT, performing the covenants and agreements aforesaid, shall at all times during the said term, peaceably and quietly have, hold and enjoy the said property for the term aforesaid.
6. Improvements, Repairs, Alterations. DISTRICT agrees to take good care of the premises, fixtures and appurtenances and of all additions and improvements to any of them and make all repairs in and about the same that may be necessary to preserve them in good order and condition (which repairs shall be equal to the original work in respect to quality), and promptly pay the expense of such repairs. Subject to the limitations contained in Article IV, paragraph 23 of this lease agreement, nothing herein shall preclude DISTRICT from repairing, replacing or reconstructing Balboa Stadium (Parcel C) in such a manner so that it meets earthquake safety requirements of the State Office of Architecture and Construction. CITY shall not be required to make any improvements, repairs or alterations.
7. Entry and Inspection. CITY reserves, and shall always have the right to enter the premises for the purpose of viewing and ascertaining the condition thereof.
8. Assignment. DISTRICT shall not assign this agreement, or any interest therein, or any right or privilege appurtenant thereto, without the prior written consent of the City Manager of CITY. Any such assignment without



such consent shall be void. This agreement and any interest herein shall not be assignable by operation of law without the written consent of the City Manager.

9. Compliance with Law. The DISTRICT shall, at its sole cost and expense, comply and secure compliance with all the requirements to the extent applicable to public school districts, of all municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said property, or the operations conducted thereon, and shall pay to the extent applicable to public school districts, before delinquency, all taxes, assessments, and fees assessed or levied upon the DISTRICT or the said property by reason of any buildings, structures, machines, appliances or other improvements or property of any nature erected, installed or maintained by DISTRICT or by reason of the business or other activities of DISTRICT upon or in connection with the said property.
10. Utilities. DISTRICT shall order, obtain and pay for all utilities and service and installation charges in

connection with the use of said property. Upon request by DISTRICT, the CITY shall execute all easements requested by the DISTRICT during the term of this lease.

11. Waiver. The waiver by CITY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant or condition of this agreement.
12. Merger. The voluntary or other surrender of this agreement by DISTRICT, or a mutual cancellation thereof, shall not work a merger.
13. Administration of Agreement; Notice. Control and administration of this agreement is under the jurisdiction of the City Manager of the CITY, unless otherwise specified herein, as to CITY's interest herein, and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this agreement or by law to be given or served upon CITY may be given or served by registered letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, Attention Property Director, City Administration Building, Community Concourse, San Diego, California 92101. Any notice or notices provided for by this agreement or by law to be

given or served upon DISTRICT may be given or served by depositing in the United States mails, postage prepaid, a registered letter addressed to San Diego Unified School District, at its Administrative Offices, Education Center, 4100 Normal Street, San Diego, California 92103, Attention Deputy Superintendent, Administration, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes, upon the principals of the parties so served upon personal service or 48 hours after mailing in the manner required herein.

14. Remedies - Default by either party. In the event that either party to this agreement shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by said party, and shall fail to cure or take any action toward curing said default within sixty (60) days following the service on said party of a written notice

MICROFILMED

APR 20 1978

from the other party specifying the default complained of, then the innocent party may, at its option, without further notice or demand upon the other party, immediately terminate this agreement and all rights of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within sixty (60) days after the service of written notice upon the defaulting party, this agreement shall not be terminated if the defaulting party immediately commences to cure said default and diligently pursues such cure to completion.

Acts of construction, maintenance, or preservation, shall constitute grounds for declaring a default pursuant to this section.

The remedies provided by this section are not exclusive and shall be cumulative to all other rights and remedies possessed by either party, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which either party may be entitled.

15. Insurance. Upon execution of this agreement, the District shall maintain public liability insurance which names City as an additional insured with an insurance carrier licensed to do business in California and must have an A+ excellent rating in the current issue of Best's Insurance Guide to protect against loss from liability imposed by law for

damages on account of bodily injury, including death resulting directly or indirectly from any act or activities of DISTRICT, DISTRICT's sub-tenants, or any person acting for DISTRICT or under DISTRICT's control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of DISTRICT, DISTRICT's sub-tenants or any person acting for DISTRICT or under DISTRICT's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this agreement, unless the DISTRICT becomes self insured, in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) COMBINED SINGLE LIMIT LIABILITY. During the term of this agreement, DISTRICT agrees to defend in the name of, and on behalf of, CITY, all claims or suits for damages and all fixed costs and interest on all such legal proceedings and pay all sums which CITY may become liable to pay as damages imposed upon CITY by law arising out of accidental bodily injury or death suffered, or alleged to have been suffered, by any person while within or upon the premises described in this agreement or upon the sidewalks or other ways or premises adjacent thereto occasioned out of DISTRICT's use of said premises. DISTRICT further agrees to pay all sums which CITY may become liable to pay as damages imposed

upon CITY by law resulting from accidental injury to, or destruction of, property now owned, leased, occupied or used by, or in the care, custody or control of DISTRICT or of CITY arising out of DISTRICT's use of said premises subject to the following conditions:

- a. This agreement shall not apply to any injury or death caused by any employee of CITY.
- b. CITY shall not voluntarily assume any liability or incur any expenses or settle any claims without the prior written consent of DISTRICT.
- c. This agreement shall not apply to any incident occurring before the effective date of this lease.
- d. When CITY is lessee of any of the property or premises described herein, CITY shall be subject to the same rules, including insurance requirements, as any other lessee of DISTRICT.

DISTRICT shall not use or permit the use of said property for any purpose other than the purposes for which said property are hereby authorized to be used. DISTRICT shall at its sole cost and expense comply and secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering said premises, buildings and appurtenances.

16. Indemnity. DISTRICT agrees to indemnify and save the CITY, its agents and employees, harmless from any and all liability, claims, damages or injuries to any person by the independent acts of the DISTRICT, its agents or employees.
17. Legal Proceedings and Choice of Law. Should it become necessary for CITY to commence legal proceedings to recover possession or enforce any other provision of this lease, the prevailing parties will be entitled to legal costs in connection therewith, including a reasonable sum as attorney's fees as determined by the Court. The parties agree that the law of the State of California shall be used in interpreting this agreement and will govern all disputes under this agreement and will determine all rights thereunder. At the option of either party, venue of any action involving this agreement may be in, or changed to the County of San Diego or the Southern District of California. Personal service either within or without the State of California shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of rights under this agreement.
18. Verbal Representations. This agreement contains the complete expression of the whole agreement between the parties

hereto and there are no promises, representations, agreements, warranties or inducements either expressed verbally or implied except as are fully set forth herein. This contract cannot be enlarged, modified or changed in any respect except by written agreement between the said parties, and approved by Court.

19. Severance. If any part of the agreement contained herein is found by a court of competent jurisdiction, over the parties and the subject matter hereto, to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.
20. Amendment or Renewal. This agreement may be amended or renewed in writing by mutual consent of the DISTRICT and the CITY as permitted by law and by the Court.
21. Non-discrimination. The DISTRICT, CITY, and all others who from time to time may use the property and buildings described hereinabove with the permission and on the terms and conditions specified by the DISTRICT, shall not discriminate in any manner against any person or persons on account of race, color, creed or national origin, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.



22. Acceleration in Agreement Performance. If at any time during the term of the agreement contained herein, or at any time during an extension hereof, the property described as Parcels A and B herein, are no longer needed for or used as a school, all terms and conditions of the within agreement shall be accelerated and each party hereto shall execute all documents of title and other instruments, and perform all terms and conditions to be performed in final performance hereof.
23. Use of Stadium. DISTRICT shall, from time to time, establish appropriate fee schedules for various uses of Balboa Stadium (Parcel C). Periodically, CITY and DISTRICT shall agree on dates for which use of Balboa Stadium (Parcel C) may be reserved on a priority basis, in turn, by DISTRICT, CITY, other public entitles, and all other uses. CITY hereby agrees that DISTRICT shall have the right to make such use of Balboa Stadium (Parcel C) as would be in the best interests of the public, which shall include the right to raze, remodel, rebuild or restructure Balboa Stadium; provided, however, that Parcel C shall continue to be used only for park and/or recreation purposes; and provided further, however, that no new stadium structure, the cost of which exceeds the amount of \$25,000.00, shall be built without the prior approval of the City Council.

In no event shall the DISTRICT permit the use of Balboa Stadium (Parcel C) by any professional sports franchise without the prior approval of the CITY as expressed by a resolution of the Council. It is the intent of the parties hereto by this restriction to provide the CITY the opportunity to ascertain whether any such professional sports franchise use of Balboa Stadium (Parcel C) is consistent with the CITY's obligations with respect to the operation of competitive facilities which arise from that lease of San Diego Stadium from the San Diego Stadium Authority dated February 24, 1966, on file in the office of the City Clerk as Document No. 697,355, and that lease of CITY land to the San Diego Arena Leasing Company dated August 10, 1965, on file in the office of the City Clerk as Document No. 691635.

24. Parties to Honor Existing Obligations re Stadium Bookings.

DISTRICT hereby agrees to honor all booking agreements for the use of Balboa Stadium (Parcel C) actually entered into and made between CITY and third parties prior to the effective date of the agreement contained herein. CITY hereby agrees to pay DISTRICT \$2,500.00 for each event booked as aforesaid, except that for the event described as "God Bless America", scheduled for July 1, 2, 3, and 4, 1974, DISTRICT shall receive \$500.00, total consideration for all four (4) days aforesaid.

MICROFILMED

APR 20 1978

25. Reservation of City Rights. CITY hereby reserves all rights, title and interest in any and all gas, oil, minerals and water, upon or beneath said leased premises. CITY shall have the right to enter said leased premises for the purpose of making repairs to or developing municipal services. CITY hereby reserves the right to grant and use such easements or establish and use such rights of way over, under, along and across said leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good. Provided, however, such rights shall not be detrimental to DISTRICT's use for the purpose for which leased and CITY shall pay for or restore any improvements damaged as a result of the exercise of these rights.

IN WITNESS WHEREOF, CITY and DISTRICT have caused this Agreement to be signed in their manner and on their behalf by their duly authorized representatives.

Dated: \_\_\_\_\_

CITY

CITY OF SAN DIEGO

City Manager, acting pursuant to and in furtherance of Resolution No. \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_.

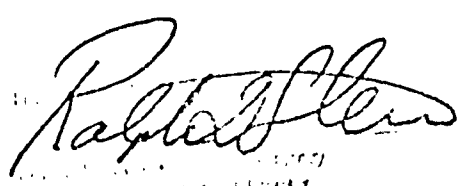
\_\_\_\_\_  
CITY MANAGER

Dated: \_\_\_\_\_

DISTRICT

SAN DIEGO UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Thomas A. Shannon  
Deputy Superintendent, Administration



San Diego Unified School District  
4100 La Jolla Village Drive  
San Diego, California 92161  
Tel (619) 594-6001

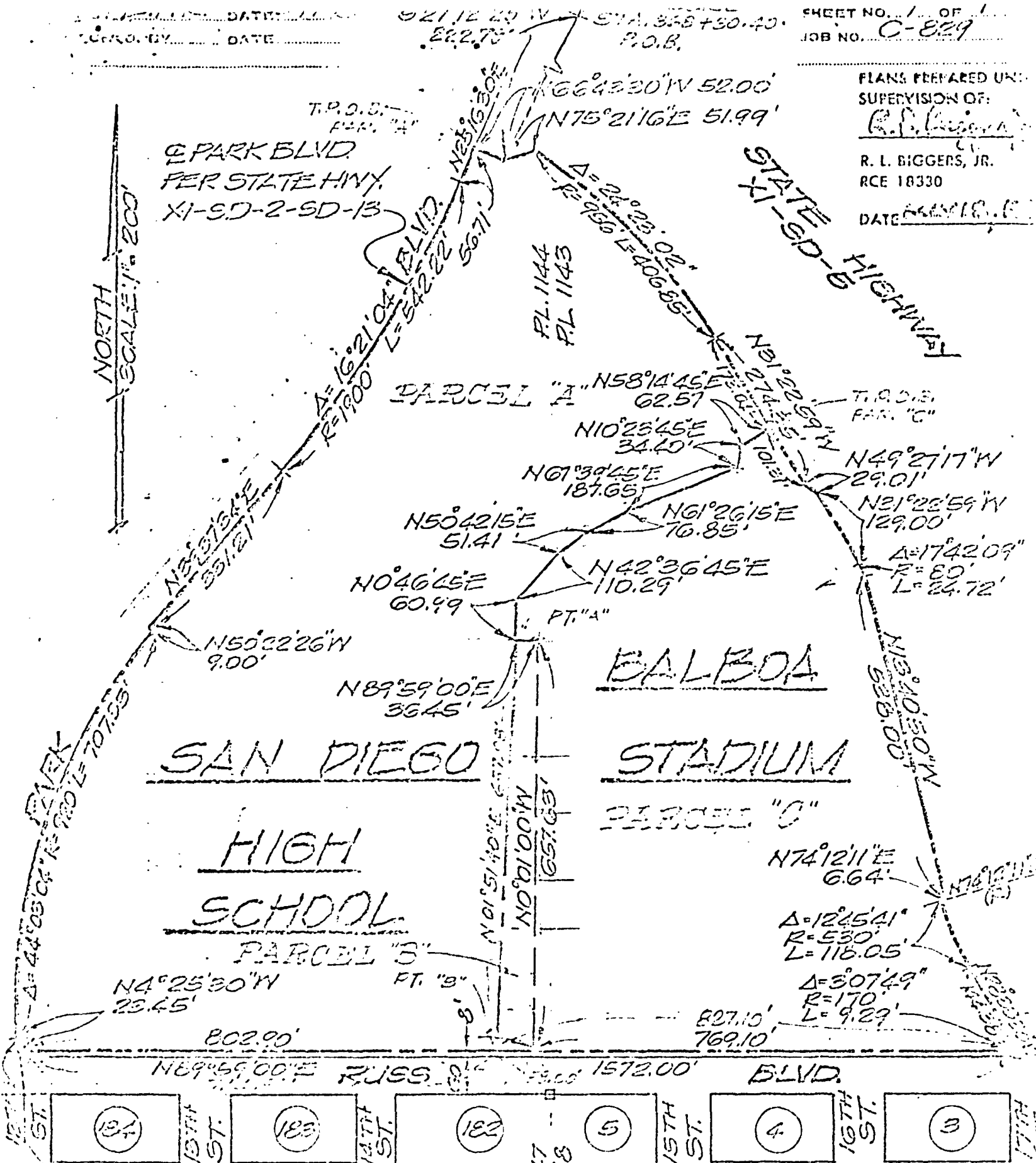
**MICROFILMED**  
APR 20 1978

PLANS PREPARED UNDER  
 SUPERVISION OF:  
R. L. Biggers, Jr.  
 R. L. BIGGERS, JR.  
 RCE 18330  
 DATE: 8/22/72

NORTH  
 SCALE: 1" = 200'

PARK BLVD.  
 PER STATE H.W.Y.  
 XI-SD-2-SD-13

STATE-SD-HIGHWAY



SUBJECT: FLAT OF SAN DIEGO  
 HIGH SCHOOL & BALEBOA  
 STADIUM BOUNDARY

INTER-CITY ENGINEERS, INC.  
 REGISTERED CIVIL ENGINEERS

P. O. BOX 20543  
 7075 A MISSION GORGE ROAD  
 SAN DIEGO, CALIFORNIA 92120

MICROFILMED APR 20 1978

Passed and adopted by the Council of The City of San Diego on MAY 9 1974,  
 by the following vote:

Councilmen	Yeas	Nays	Excused	Absent
Gil Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maureen F. O'Connor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lee Hubbard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leon L. Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floyd L. Morrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob Martinet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Bates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Pete Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AUTHENTICATED BY:

PETE WILSON  
 Mayor of The City of San Diego, California.

EDWARD NIELSEN  
 City Clerk of The City of San Diego, California.

By *Gloria Limon*, Deputy.

(Seal)

RECEIVED  
 CITY OFFICE  
 1974 MAY -2 PM 3:54  
 SAN DIEGO, CALIF.

Office of the City Clerk, San Diego, California

Resolution Number 210590 Adopted MAY 9 1974

CC-1276 (REV. 11-73)

MICROFILMED  
 APR 20 1978