

REAL ESTATE PURCHASE AND SALES AGREEMENT

This real estate sales agreement [Agreement] is made by and between THE CITY OF SAN DIEGO, a California municipal corporation [Seller], and HILLEL OF SAN DIEGO, a California nonprofit corporation [Purchaser].

1. Property Description: Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions contained within this Agreement, the following:

Site 653, a portion of the West ½ of Pueblo Lot 1299 (APN 344-120-26), as fully set forth in Exhibit A [the Property].

2. Effective Date: This Agreement shall be effective on the date which is the later of the two dates on which this Agreement is signed by the Seller and the Purchaser [Effective Date].

3. Purchase Price: The Purchase Price for the fee simple interest in the Property shall be nine hundred forty thousand dollars (\$940,000) due at close of escrow.

4. Survey: Purchaser, at Purchaser's expense and prior to the Close of Escrow may conduct a current survey of the Property. Seller shall continue in possession of the Property until Close of Escrow and will maintain the Property in its present condition. Purchaser may enter the property to conduct such survey and other investigations of the Property prior to the Closing, provided, however, that Purchaser shall indemnify and hold Seller harmless from any and all activities conducted on the Property by Purchaser or its agents, shall repair any damage to the Property caused by such entry and shall keep the Property free and clear liens and encumbrances as a result of such entry.

6. Open of Escrow: Within three (3) business days of the Effective Date of this Agreement, Purchaser shall open escrow with Chicago Title Company [Title Company].

7. Closing: The consummation of the transaction evidenced by this Agreement [Closing] shall be held at the offices of the Title Company on or before a date that is mutually satisfactory to both the Purchaser and the Seller [Closing Date]. Closing is contingent upon City Council approval of Purchaser's Application for Street Vacation, Planned Development Permit, La Jolla Shores Site Development Permit and Easement Abandonment [Entitlements]. The Closing Date shall be no later than one hundred eighty (180) calendar days after City Council approval of the Entitlements.

(a) At the Closing, Purchaser shall execute (where applicable) and deliver to the Title Company for delivery to Seller, or procure the delivery to Seller: (i) the Purchase Price pursuant to Section 3; and (ii) any other instruments and documents that are reasonably required by Seller or the Title Company to evidence the authority of the Purchaser and to consummate the

transactions contemplated by this Agreement. The Purchase Price shall be paid by the Title Company to the Seller immediately upon Closing.

(b) All ad valorem taxes and special taxes or assessments levied or assessed against the Property for the year of the Closing shall be prorated at the Closing effective as of the Closing Date. If the Closing occurs before the tax rate or the assessed valuation is fixed for the then current year, the proration of ad valorem taxes shall be made using the tax rate and the assessed valuation for the preceding tax year. The proration of ad valorem taxes shall be subject to later adjustment once the actual tax statements for the year of Closing have been received, which agreement to re-prorate taxes shall survive the Closing. However, Seller shall not be responsible for any increase in the ad valorem taxes resulting from improvements made by Purchaser on the Property after the Closing Date.

8. Title: At the Close of Escrow, Seller shall convey good and indefeasible fee simple title to the Property to Purchaser or Purchaser's nominee by Grant Deed in the form attached to this Agreement as Exhibit B [Deed] subject to zoning and building laws and ordinances, and acts done or suffered by Purchaser or claims made by, through, or under Purchaser. As a condition to Closing, Purchaser shall obtain a quit claim deed from the owner of the 8976 Cliffridge Avenue, La Jolla, CA 92037 quit claiming to the Seller any portion of the Property that may inure to the benefit of such property by reason of the vacation of the public right of way as shown on the attached plat of the Property attached hereto as Exhibit A, except for that portion reserved for the benefit of such property as shown on the attached plat.

9. Escrow Costs: Purchaser shall pay all costs in escrow, including, but not limited to title policy, recording fees, escrow fees, and any other fees associated with the escrow. Seller will incur no expenses in this transaction.

10. Title Insurance: Purchaser shall pay the standard premium for the Seller's Title Insurance or such premium for any additional coverage or endorsements requested by Purchaser.

11. Representations and Warranties: Purchaser acknowledges that Purchaser is purchasing the Property on an as-is basis with no representations or warranties of any kind, expressed or implied, either oral or written, made by Seller or any agent or representative of Seller with respect to any structural or physical condition of the Property, or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the Property. Seller has made and makes no warranty or representation regarding the fitness of the Property, or any portion of the Property, for any particular purpose, quality or merchantability. To the best of its actual knowledge, without any duty of inquiry or investigation, Seller shall disclose to Purchaser any findings of the Property and its operations. Seller is not liable or bound in any manner by any warranties, either expressed or implied, guarantees, promises, statements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, servant or other person representing or purporting to represent Seller.

12. Environmental Indemnity: Purchaser shall indemnify, protect, defend and hold the Seller and its elected officials, respective officers, employees, contractors and agents

[Indemnified Parties] harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever [Obligations] which may at any time be imposed upon, incurred by or asserted or awarded against the Seller, effective upon the Closing Date, as to the Property or any portions of the Property, arising from or out of: the existence, release, presence or disposal on, in, under, about or adjacent of any hazardous materials, hazardous substances, hazardous waste or toxic substances, as defined in all applicable local, state and federal laws and regulations [Hazardous Materials].

(a) Purchaser shall comply with any and all laws, regulations, and/or orders which may be promulgated with respect to the discharge and/or removal of any Hazardous Materials, to pay or cause other parties to pay immediately when due the costs of the removal of, or any other action required by law with respect to, any Hazardous Materials, and to keep or cause other parties to keep the Property free of any lien imposed pursuant to any laws, regulations or orders.

(b) While Purchaser is the owner of the Property, Purchaser will not use the Property or allow the Property to be used for any activities involving, directly or indirectly, the use, generation, treatment, storage, release or disposal of any Hazardous Materials, except in accordance with law.

(c) Purchaser shall not install or permit to be installed on the Property friable asbestos or lead-based paint or any substance containing asbestos or lead-based paint and deemed hazardous by federal or state regulations. Purchaser shall be responsible at its expense for compliance with all applicable governmental requirements in the removal of any asbestos and lead-based paint, to the extent that these costs are not paid by the Federal Government. Purchaser agrees to and shall defend, indemnify and hold harmless Seller and its elected officials, officers, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorney fees and court costs) arising from or as a result of Purchaser's removal or remediation of any asbestos or lead-based paint from the Property, or Purchaser's failure to remove or remediate any asbestos or lead-based paint from the Property.

(d) Notwithstanding the payment and performance in full of all of the Obligations, this Indemnity shall not terminate to the extent an environmental claim arises from or relates to any of the following contingencies or events: (i) the Seller has at any time or in any manner participated in the management or control of, taken possession of (whether personally, by agent or by appointment of a receiver), or taken title to the Property or any portion of the Property; (ii) there has been a change, between the date of this Agreement and the date on which all of the Obligations are paid and performed in full, in any Hazardous Materials laws, the effect of which may be to make a lender or mortgagee liable in respect to any of the Obligations, notwithstanding the fact that no event, circumstance, or condition of the nature described in paragraph (i) above ever occurred.

(e) This Indemnity shall be binding upon Purchaser, and its successors and assigns, and inure, together with all rights and remedies of Seller pursuant to this Agreement, to

the benefit of Seller, its respective elected officials, officers, employees, and agents and any successor to Seller's powers and interests in the Property. None of the rights or obligations of Purchaser pursuant to this Agreement may be assigned or otherwise transferred without the prior written consent of Seller.

13. Release: Except for the performance of Seller's obligations under this Agreement, effective from and after the Closing Date, Purchaser waives, releases, acquits, and forever discharges Seller, its respective elected officials, officers, employees, and agents to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement and the Property (including without limitation the condition of the Property), except matters arising from Seller's fraud or intentional misrepresentation. BUYER EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT BUYER DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SELLER.

Seller's Initials: _____

Purchaser's Initials: _____

14. Real Estate Commission: Purchaser and Seller represent, warrant and agree that no real estate commissions, finder's fees or broker's fees have been or will be incurred in connection with the sale of the Property. The rights and obligations of Purchaser and Seller pursuant to this section shall survive the Closing or termination of this Agreement.

15. Default and Remedies:

(a) **Seller's Default – Purchaser's Remedies:** In the event that Seller defaults on its obligations under this Agreement, Purchaser may, at its sole option and as its exclusive remedies for such default either (i) terminate this Agreement by written notice to Seller and the Title Company, or (ii) if Seller's default results from its failure to transfer possession and title to the Property to Purchaser at Closing, enforce specific performance.

(b) **Purchaser's Default – Seller's Remedies:** In the event Purchaser defaults on its obligations under this Agreement, Seller may receive any and all remedies in law and equity.

16. Limited Liability: Any obligations or liabilities of Seller arising by virtue of this Agreement shall be limited to the Property and resort shall not be had to any other assets of Seller.

17. Time of Essence: Time is of the essence to both Seller and Purchaser in the performance of this Agreement, and they agree that strict compliance by both parties is required as to any date set out herein.

18. Notices: All notices, waivers, demands, requests or other communications required or permitted by this Agreement shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered; (b) if mailed, on the third (3rd) business day after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested; (c) telexed, telegraphed or telecopied, six hours after being dispatched if such sixth hour falls on a business day within the hours of 8:00 a.m. through 6:00 p.m. of the time in effect at the place of receipt, or at 8:00 a.m. on the next business day thereafter if such sixth hour is later than 6:00 p.m. or (d) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the parties to be notified as follows:

Real Estate Assets Director
The City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Hillel of San Diego
c/o Robert B. Lapidus
750 B Street, Suite 2330
San Diego, CA 92101

With a copy to:

Office of the City Attorney
The City of San Diego
1200 Third Avenue, Suite 1100, MS 59
San Diego, CA 92101

19. Interpretation: This Agreement shall be governed by the laws of the state of California. The section headings are for convenience only and are in no way intended to interpret, define or limit the scope or content of this Agreement. If any party is made up of more than one person or entity, then all are identified in the singular in this Agreement. If any right of approval or consent by a party is provided for in this Agreement, the party shall exercise the right promptly, in good faith and reasonably, unless this Agreement expressly gives such party the right to use its sole discretion. The term Business Day shall mean Monday through Friday excluding holidays recognized by the state of California.

20. Entire Agreement: This Agreement represents the entire agreement between the parties for the purchase of the Property and supersedes all prior negotiations, representations or agreements, either oral or written.

21. **Amendments or Changes to the Agreement:** The terms and provisions of this Agreement shall only be amended or changed pursuant to a written instrument signed by both the Seller and the Purchaser.

22. **Authority to Contract:** Each signatory to this Agreement represents and warrants that it has the authority to enter into this Agreement and that this Agreement shall be binding upon and inure to each party, their officers, directors, trustees and representatives upon ratification and/or approval by their respective governing bodies.

23. **Successors and Assigns:** The provisions of this Agreement shall bind the successors and assigns of the parties, except for a bona fide purchaser for value, not affiliated in any way with the Purchaser.

24. **Assignment:** This Agreement may not be assigned in whole or in part by Purchaser without the prior written consent of Seller.

25. **Attorney Fees:** In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, the prevailing party in such action, shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The "prevailing party" for the purposes of this Agreement, is that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

26. **City Council Approval Required:** Purchaser understands and agrees that this Agreement must be reviewed and considered at a hearing before the City Council. The City Council has the discretion to approve or disapprove this Agreement or any sections thereof.

This Agreement is executed by the Seller, pursuant to City Council Resolution No. _____, and by Purchaser, acting by and through its lawfully authorized officer.

SELLER: THE CITY OF SAN DIEGO

Date: _____

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

PURCHASER: HILLEL OF SAN DIEGO

Date: 5/2/06

By 
Robert Lapidus, Vice President

APPROVED as to form and legality this ___ day of _____, 2006.

MICHAEL J. AGUIRRE, City Attorney

By _____
Leslie FitzGerald
Deputy City Attorney

Exhibit A: Legal description and parcel map of Property
Exhibit B: Form of Grant Deed

4/7/2006

EXHIBIT "A"
LAND SALE

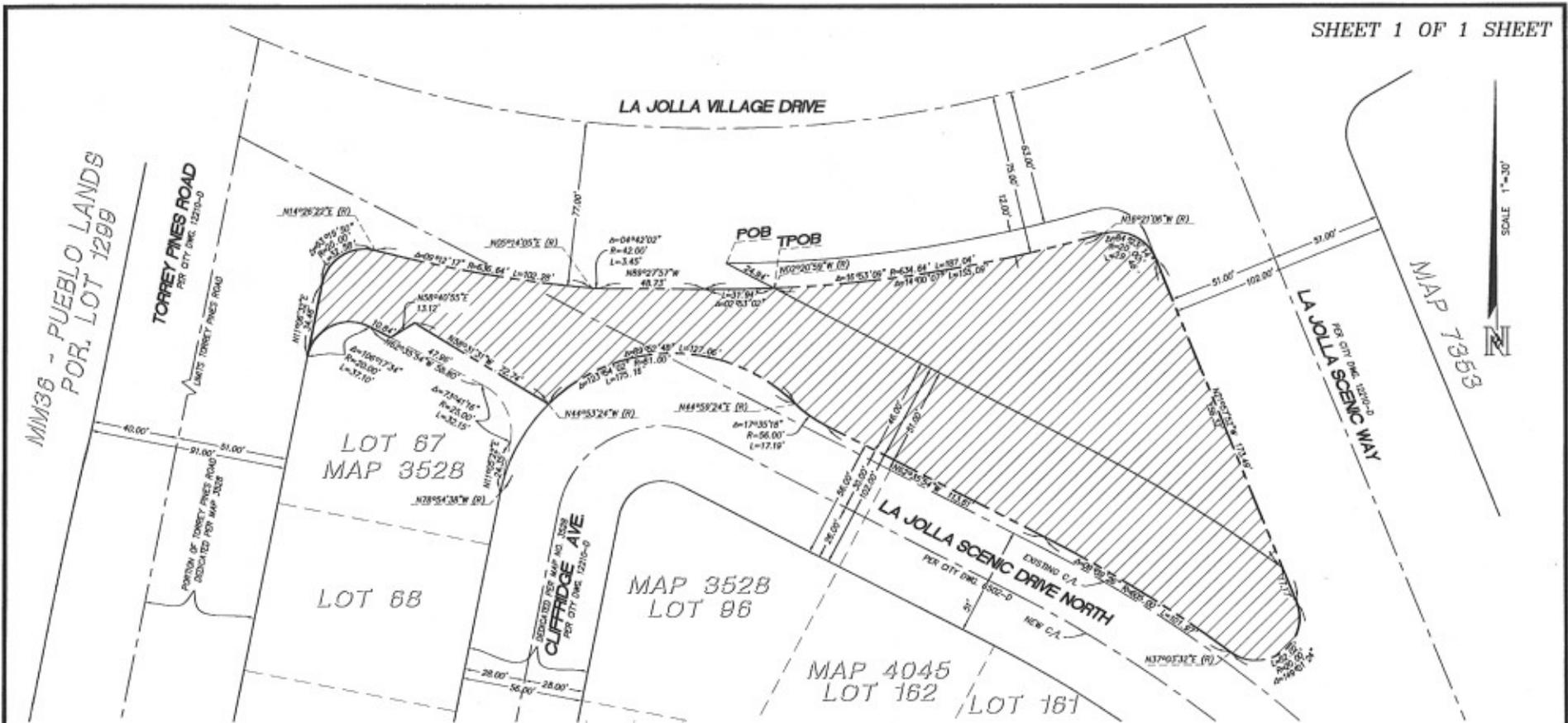
THAT PORTION OF PUEBLO LOT 1299 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AS MISCELLANEOUS MAP NO. 36, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LA JOLLA SCENIC DRIVE NORTH, DEDICATED FOR STREET PURPOSES BY RESOLUTION 150337, RECORDED OCTOBER 3, 1958 DOCUMENT NO. 163406 OF OFFICIAL RECORDS, SAID POINT BEING DISTANT 24.94 FEET FROM THE SOUTHERLY RIGHT OF WAY OF LA JOLLA VILLAGE DRIVE (FORMALLY MIRAMAR ROAD) AS DEDICATED FOR STREET PURPOSES BY RESOLUTION NO. 186827 RECORDED APRIL 5, 1966 DOCUMENT NO. 56775 OF OFFICIAL RECORDS TO THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF AN NON TANGENT 634.64 FOOT RADIUS CURVE, CONCAVE NORTHERLY, A RADIAL TO SAID POINT BEARS SOUTH 02°20'59" EAST, AND ALSO CONCENTRIC WITH AND 12.00 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF SAID WAY OF LA JOLLA VILLAGE DRIVE; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°00'07", AN ARC DISTANCE OF 155.09 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 16°21'06" WEST; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°23'14" AN ARC DISTANCE OF 29.46 FEET TO THE WESTERLY RIGHT OF WAY OF LA JOLLA SCENIC WAY AS DEDICATED FOR STREET PURPOSES BY RESOLUTION NO. 186827 RECORDED APRIL 5, 1966 DOCUMENT NO. 56775 OF OFFICIAL RECORDS; THENCE ALONG SAID RIGHT OF WAY SOUTH 21°57'52" EAST, 173.49 FEET TO THE BEGINNING OF A TANGENT 20.00 RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 149°01'24", AN ARC DISTANCE OF 52.02 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 605.00 FEET, A RADIAL TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 37°03'32" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°39'26", AN ARC DISTANCE OF 101.97 FEET; THENCE NORTH 62°35'54" WEST, 113.81 FEET TO THE BEGINNING OF A TANGENT 56.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°35'18", AN ARC DISTANCE OF 17.19 FEET TO THE BEGINNING OF A 81.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL TO SAID POINT BEARS NORTH 44°59'24" EAST;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°52'48", AN ARC DISTANCE OF 127.06 FEET; THENCE NON TANGENT TO SAID CURVE NORTH 58°31'31" WEST, 72.74 FEET; THENCE SOUTH 58°40'55" WEST, 13.12 FEET; THENCE NORTH 62°35'54" WEST, 10.84 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 106°17'34", AN ARC DISTANCE OF 37.10 FEET TO A POINT OF CUSP; THENCE NORTH 11°06'32" EAST, 34.46 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°19'50", AN ARC DISTANCE OF 32.58 FEET TO THE BEGINNING OF A REVERSE 636.64 FOOT RADIUS CURVE, CONCAVE NORTHERLY, A RADIAL TO SAID POINT BEARS SOUTH 14°26'22" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°12'17", AN ARC DISTANCE OF 102.28 FEET TO THE BEGINNING OF A COMPOUND 42.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL TO SAID POINT BEARS SOUTH 05°14'05" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°42'02", AN ARC DISTANCE OF 3.45 FEET; THENCE SOUTH 89°27'57" EAST, 48.73 FEET TO THE BEGINNING OF A TANGENT 634.64 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'02", AN ARC DISTANCE OF 31.94 FEET TO THE **TRUE POINT OF BEGINNING.**

AREA: 33,567 SQ.FT 0.771 ACRES MORE OR LESS





MM36 - PUEBLO LANDS
POR. LOT 1299

TORREY PINES ROAD
FOR CITY ENG. 12210-D

PORTION OF TORREY PINES ROAD
DEDICATED PER MAP 3032

DEDICATED PER MAP NO. 1032
CLIFFRIDGE AVE
FOR CITY ENG. 12210-D

LEGEND

- INDICATES LAND SALE
AREA: 33,567 SQ. FT. 0.771 ACRES
- PROPERTY LINE
- RIGHT OF WAY LINE
- CENTER LINE

A.P.N.
344-120-26



NO SCALE



**SALES PLAT
HILLEL OF SAN DIEGO**

DESCRIPTION	BY	APPROVED	DATE	REMED

STATUS

NASLAND ENGINEERING
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
4740 Arthur Street, San Diego, California, 92111 • 858-293-7770

CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 1 SHEET	J.O. NO. 421439 P.T.S. NO. 6098
FOR CITY ENGINEER	DATE

1898-6255
GCS 83 COORDINATES
256-1695
LAURET COORDINATES
00116-C

Recording Requested by: City Clerk

After recording mail to:

**City Clerk
City of San Diego
Mail Station 2A**

				ALL
				PTN

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO DOCUMENTARY TAX DUE - R&T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

The City of San Diego, a California municipal corporation

HEREBY GRANT(S) to Hillel of San Diego, a California nonprofit corporation, in the County of San Diego, State of California, all that real property situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

That portion of Pueblo Lot 1299 of Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a copy of said Map was filed in the office of the County Recorder of said County of San Diego November 14, 1921 as is known as Miscellaneous Map No. 36, being more particularly described in the attached EXHIBIT "A" entitled LAND SALE.

Grantor: The City of San Diego, a California municipal corporation

By _____

Grantee: Hillel of San Diego, a California nonprofit corporation

By _____