

**COUNTY OF SAN DIEGO  
COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD**

**REGULAR MEETING  
July 18 2024, 10:00 A.M.  
AT 1600 PACIFIC HIGHWAY, SAN DIEGO, ROOM 402A  
AGENDA**

Attendance by Virtual Meeting made available.

[Zoom Link](#)

Phone Option: 1-669-900-9128; Webinar ID: 827 1364 5735

- A. Call to Order
- B. Roll Call/Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) pursuant to Assembly Bill 2449 by an Oversight Board Member (*if necessary and applicable*)
- C. Pledge of Allegiance
- D. Approval of Statement of Proceedings / Minutes of March 21, 2024
- E. Formation of Consent Calendar – Under this item, the Oversight Board may place action items under Section H on the consent calendar to be voted on in one motion.
- F. Public Communication Speakers: Members of the public may address the Oversight Board on subject matters within the Board’s jurisdiction, but not an item on this agenda. Comments on items on the agenda will be taken as each item comes up. Each speaker is limited to three minutes.
- G. Discussion Item(s)
  - 1. APPROVAL OF A LEASE BETWEEN THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, AND BRAD AND MARILYN LEVY, INDIVIDUALS DOING BUSINESS AS ALLEN’S FLOWERS AND PLANTS, LLC, FOR RETAIL SPACE LOCATED AT 620 MARKET STREET IN THE EAST VILLAGE NEIGHBORHOOD OF THE DOWNTOWN COMMUNITY PLAN AREA.

Supporting documentation and attachments for items listed on this agenda can be viewed online at <http://www.sdcounty.ca.gov/community/san-diego-county-oversight-board.html> or in the Health & Human Services Agency’s Financial & Support Services Division, 1255 Imperial Avenue, 6<sup>th</sup> Floor, San Diego, CA 92101.

**ASSISTANCE FOR THE DISABLED:**

Agendas and records are available in alternative formats upon request. Contact the Health & Human Services Agency at (619) 323-7301 with questions or to request a disability-related accommodation. Individuals requiring sign language interpreters should contact the Americans with Disabilities Coordinator at (858) 505-6521. To the extent reasonably possible, requests for accommodation or assistance should be submitted at least 24 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

2. Long Range Property Management Plan (LRPMP) Status Update for each Successor Agency

H. Action Item(s)

1. Adopt a resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING A LEASE BETWEEN THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, AND BRAD AND MARILYN LEVY INDIVIDUALS, DOING BUSINESS AS ALLEN'S FLOWERS AND PLANTS, LLC, FOR RETAIL SPACE LOCATED AT 620 MARKET STREET IN THE EAST VILLAGE NEIGHBORHOOD OF THE DOWNTOWN COMMUNITY PLAN AREA.
2. There is no action item for the Long Range Property Management Plan (LRPMP) Status Update for each Successor Agency.

I. Communications Received:

J. Future Agenda Item(s): Special Liability Insurance Program

- K. Set Future Meeting Date(s): August 15, 2024, 10 a.m., September 19, 2024, 10:00 a.m., October 17, 2024, November 21, 2024, 10:00 a.m.

L. Adjournment

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**COUNTY OF SAN DIEGO  
COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD**

**REGULAR MEETING  
March 21 2024, 10:00 A.M.  
AT 1600 PACIFIC HIGHWAY, SAN DIEGO, ROOM 302  
MINUTES**

Attendance by Virtual Meeting made available.

[Zoom Link](#)

Phone Option: 1-669-900-9128; Webinar ID: 827 1364 5735

- A. Call to Order at 10:12 a.m. Chair Hagerty introduced Nancy Lane, a new Board Member for seat 5. Ms. Lane was appointed the Executive Business Officer, Acting Vice Chancellor, Finance and Business of the District on September 1, 2023. She has almost 9 years of experience working with community colleges, having worked with the District as a General Accounting Supervisor and Manager of Fiscal Services from March 2015 through January 2022, and as Sr. Director of Fiscal Services and Acting Assistant Superintendent/Vice President of Finance at Palomar College from January 2022 through August 2023. Prior to that, Ms. Lane was a Financial Analyst and Sr. Credit & Collections Representative at Siemens Industry. She received her Bachelor's Degree in Business/Accounting from Capella University, Master of Business Administration from Texas A&M University – Commerce and is a Certified Management Accountant and German English Translator.

The rest of the Board members also introduced themselves to Ms. Lane.

- B. Roll Call/Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) pursuant to Assembly Bill 2449 by an Oversight Board Member (*if necessary and applicable*)

PRESENT: Board Members: Brian Hagerty, Scott Buxbaum Patrick Sanchez, Corinne Wilson, Nancy Lane, and Samuel Merrill

ABSENT: Mayor Rebecca Jones

Other Attendees: Palmer Hilton, Attorney at Law; Charissa Japlit, Assistant Group Finance Director and Max Endoso, Principal Admin Analyst.

- C. Pledge of Allegiance

- D. Approval of Statement of Proceedings / Minutes of January 18, 2024

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On motion of Chair Hagerty and seconded by Member Wilson, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved the minutes of the January 18, 2024, meeting. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. Motion passed.

AYES: Hagerty, Sanchez, Buxbaum, Lane, Merrill, and Wilson

- E. Formation of Consent Calendar – Under this item, the Oversight Board may place action items under Section H on the consent calendar to be voted on in one motion.

***Items to which no opposition has been expressed by the public or this body may be placed on the Consent Calendar to be voted on without discussion.***

No items were placed on the consent calendar.

- F. Public Communication Speakers: Members of the public may address the Oversight Board on subject matters within the Board’s jurisdiction, but not an item on this agenda. Comments on items on the agenda will be taken as each item comes up. Each speaker is limited to three minutes. *No comments were received by the Board or were presented at the meeting*

- G. Discussion Item(s)

1. Amend Bylaws, ARTICLE II – OFFICERS, Section 6. Election, to clarify years on a term and schedule of election.

Chair Hagerty provided background and opened discussion to the Board, a summary of which is provided here:

Over the past few months, we've reviewed our bylaws, and we've asked Meyers Nave to provide clarifying language on how long an elected official’s term lasts, how often they can serve and when they're elected. It was vague in the previous version of the bylaws.

What we've done under Article 2 Section 6 is to clarify that a term is for four years, and an officer can only hold the same office for 2 consecutive terms. There is no limit to how many times a member can serve as an officer, but we do limit it to 2 terms in a row and then a member can come back four years later and serve as an officer again. We have made these changes with the assistance of Meyers Nave, and we've circulated the changes around.

There was no further discussion from the other Board members.

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## 2. Approval of Conflict-of-Interest Code

Chair Hagerty provided background and opened discussion to the Board, a summary of which is provided here:

In the past, the State has requested the official acknowledgment of a conflict of interest code, which can be adopted by reference from their state regulations known as California Code of Regulations section 18730. The proposed key points for incorporation remain unchanged since the code's initial implementation in 2018. While there is no statutory requirement to periodically review the conflict of interest code, the Clerk of the Board has recommended doing so especially now that we have new members since 2018. The code designates the seven Board members and Counsel, who are covered by the regulations. Form 700 is utilized for reporting business interests annually, upon entering office, and upon leaving. The code also outlines material thresholds for reporting business interests and regulations regarding accepting gifts or value. Additionally, it specifies elements to report regarding financial interests and prohibits certain actions and gifts from the public. Despite the comprehensive coverage of the state's conflict of interest regulations, the proposal to adopt them by reference is reiterated for consideration.

There was no further discussion from the other Board members.

## 3. Approve Amendment No. 3 to the Professional Services Agreement with Meyers Nave

Chair Hagerty provided background and opened discussion to the Board, a summary of which is provided here:

Amendment #3 to the Professional Services Agreement with Meyers Nave was prompted by the departure of Steven Mattas and Claire Lai. Options were considered regarding changing firms or attorneys, with the decision made to continue with Meyers Nave and appoint new counsel to represent the board during meetings. Palmer Hilton, an attorney with Meyers Nave, introduced himself as one of the attorneys to represent the Board including a senior partner for Counsel. The firm has been serving since July 2018, and the decision to retain them was based on their track record. Additionally, it was noted that hourly rates had not been adjusted for four years until May 2022, when a 5% increase was agreed upon, followed by another 4% increase in summer 2023. The proposal includes similar annual increases for the next two years, deemed reasonable based on market conditions. The open-ended contract managed by County Counsel allows for yearly adjustments. Member

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Sanchez inquired about the contract term, clarified as effectively open-ended and year-to-year through County Counsel. Chair Hagerty explained the recent increase in the contract's total capacity and confirmed that the proposed rate increases are for two years, not indefinite.

H. Action Item(s)

1. Adopt a resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING AMENDMENT TO ARTICLE II SECTION 6 OF THE OVERSIGHT BOARD BYLAWS

- Attachment 1 to the Resolution is the amended Bylaws.

On motion of Member Buxbaum and seconded by Member Merrill, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING AMENDMENT TO ARTICLE II SECTION 6 OF THE OVERSIGHT BOARD BYLAWS. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. Motion passed.

AYES: Hagerty, Sanchez, Buxbaum, Lane, Merrill, and Wilson

2. Adopt a resolution entitled, RESOLUTION OF THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD ADOPTING A CONFLICT-OF-INTEREST CODE FOR THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

On motion of Member Lane and seconded by Member Merrill, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved A RESOLUTION OF THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD ADOPTING A CONFLICT-OF-INTEREST CODE FOR THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. Motion passed.

AYES: Hagerty, Sanchez, Buxbaum, Lane, Merrill, and Wilson

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3. Adopt a resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MEYERS NAVE

On motion of Chair Hagerty and seconded by Member Buxbaum, THE COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD approved A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MEYERS NAVE. Oversight Board staff did a roll call vote of each OB member to indicate approval or non-approval. Motion passed.

AYES: Hagerty, Sanchez, Buxbaum, Lane, Merrill, and Wilson

- I. Communications Received: None.
- J. Future Agenda Item(s): LRPMP update from Successor Agencies
- K. Set Future Meeting Date(s): April 18, 2024, 10 a.m., May 16, 2024, 10:00 a.m., June 20, 2024, July 18, 2024, 10:00 a.m.
- L. Adjournment at 10:38 a.m.

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# COUNTY OF SAN DIEGO

## AGENDA ITEM

### COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

COUNTYWIDE  
REDEVELOPMENT  
SUCCESSOR AGENCY  
OVERSIGHT BOARD

BRIAN HAGERTY

REBECCA JONES

PATRICK SANCHEZ

SCOTT BUXBAUM

DANIEL TROY

SAMUEL MERRILL

CORINNE WILSON

**DATE:** July 18, 2024

**01**

**TO:** Countywide Redevelopment Successor Agency Oversight Board

**SUBJECT:** APPROVAL OF A LEASE BETWEEN THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, AND BRAD AND MARILYN LEVY, INDIVIDUALS DOING BUSINESS AS ALLEN'S FLOWERS AND PLANTS, LLC, FOR RETAIL SPACE LOCATED AT 620 MARKET STREET IN THE EAST VILLAGE NEIGHBORHOOD OF THE DOWNTOWN COMMUNITY PLAN AREA.

#### **SUMMARY:**

##### **Overview**

The City of San Diego, solely in its capacity as the designated Successor Agency to the Redevelopment Agency of the City of San Diego (SA) owns the property commonly identified as the Park it on Market Garage (PIOM) located on the north side of Market Street between Sixth and Seventh avenues in downtown San Diego. PIOM opened to the public in 2001. As a former Redevelopment Agency property, it is included in the SA's Amended and Restated Long Range Property Management Plan (ARPMP) and as such must ultimately be disposed of in accordance with redevelopment dissolution law. The approved ARPMP states that the SA must retain ownership of PIOM until such time as the bond covenants associated with Parking Revenue Bonds recorded against the property have expired (September 2025), at which time the SA is to transfer the property to the City of San Diego ("City").

Within PIOM, in 2009, Brad and Max Levy, individuals doing business as Allen's Flowers and Plants, LLC ("Tenant") entered into a lease for the approximately 1,744



**SUBJECT: APPROVAL OF A LEASE WITH BRAD AND MARILYN LEVY, INDIVIDUALS DOING BUSINESS AS ALLEN’S FLOWERS AND PLANTS**

square-foot retail space on the first floor of PIOM identified as 620 Market Street. The initial term of this lease was for five years with two five-year extensions. The two extension options were exercised, and the term of the lease is set to expire November 30, 2024. Tenant currently pays rent in the amount of \$5,808.80 per month.

The SA proposes to enter into a lease with Brad and Marilyn Levy, individuals doing business as Allen’s Flowers and Plants, LLC. The SA has determined that due to a change in the structure of the Tenant, the pending transfer of the property from the SA to the City, and the age of the original lease document, among other factors, that it is appropriate and desirable to execute a new lease rather than to amend the current lease. The proposed Lease includes language that administratively assigns it from the SA to the City upon the transfer of ownership of the property.

**Recommendation**

1. Adopt a resolution entitled, A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD FOR THE CITY OF SAN DIEGO REDEVELOPMENT SUCCESSOR AGENCY APPROVING A LEASE BETWEEN THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, AND BRAD AND MARILYN LEVY, INDIVIDUALS DOING BUSINESS AS ALLEN’S FLOWERS AND PLANTS, LLC, FOR RETAIL SPACE LOCATED AT 620 MARKET STREET IN THE EAST VILLAGE NEIGHBORHOOD OF THE DOWNTOWN COMMUNITY PLAN AREA.

**Fiscal Impact**

Per the bond documents, lease revenues are pledged as security towards debt service payments.

**BACKGROUND:**

Pursuant to Assembly Bill x1 26 (“AB 26”) and Assembly Bill 1484, the Redevelopment Agency of the City of San Diego (“Former RDA”), a former public body, corporate and politic dissolved on February 1, 2012, at which time the City of San Diego Successor Agency to the Redevelopment Agency (SA) assumed all of the Former RDA’s assets, rights, and obligations under the California Community Redevelopment Law.

As a former RDA property, PIOM is included in the SA’s approved ARPMP. As noted in the ARPMP, due to provisions contained in the Bond Covenants, for at least as long as the Bonds are in place, the SA will retain ownership of PIOM. The subject lease space, 620 Market Street, is located within PIOM, and is one of two retail spaces within the development.

Revenues Pledged under Bond Obligation until Year 2025: On December 1, 1999, the RDA issued the RDA Centre City Redevelopment Project Parking Revenue Bonds, Series 1999A (“Bonds”) pursuant to a Trust Indenture dated November 1, 1999, by and between the Former RDA and the

**SUBJECT: APPROVAL OF A LEASE WITH BRAD AND MARILYN LEVY, INDIVIDUALS DOING BUSINESS AS ALLEN'S FLOWERS AND PLANTS**

City. The Bonds financed the construction of the PIOM. The maturation date of the Bonds is September 1, 2025. Pursuant to the Bond Indenture, the Pledged Revenues used as security for the Bonds include net operating revenues from the PIOM which encompasses the rent from Tenant.

Since opening in 2001, the space has been rented to a number of tenants. The current lease was entered into on November 5, 2009, between the SA and Brad and Max Levy, individuals doing business as Allen's Flowers and Plants, LLC for a term of five years with two five-year extension options (Attachment B). On September 2, 2010, the Agency entered into a First Amendment to the Agreement to allow for installation of a condenser unit for the refrigerator on the second floor of the garage above the tenant space (Attachment C). This caused the definition of the premise to change in the lease, which triggered the amendment. On June 11, 2015, Tenant exercised the first extension option extending the lease to November 30, 2019, and on December 16, 2019, the second extension option was exercised extending the Lease to November 30, 2024.

Staff is requesting approval of a lease with Brad and Marilyn Levy, individuals doing business as Allen's Flowers and Plants, LLC (Attachment D) for a term of three years from December 1, 2024 to November 30, 2027.

Lease Terms:

The proposed terms are summarized as follows:

- Term – three years from December 1, 2024, to November 30, 2027
- Early termination – Landlord may at its sole discretion terminate with ninety (90) days written notice to Tenant
- Extensions – none.
- Monthly rent – \$5,983
- Rent increases – Annual 3% increase
- Parking – parking is not included in the lease. Tenant may secure parking in PIOM at standard rate.
- Effective Date – later of December 1, 2024, or the date upon which SA receives final approval as detailed below.
- Assignment to City – upon recordation of a Deed transferring ownership of PIOM from the SA to the City, this Lease shall be administratively assigned to the City and the SA shall be relieved of any further obligations

Staff has completed an analysis of lease rates in the downtown area. The proposed rent of \$5,983 equals a rate of \$3.43 per sf/month for the retail space plus the Tenant's non-exclusive use of a portion of the second-floor mechanical equipment area. This rate is within the range of market rates within the Downtown area.

Surplus Land Act (SLA): In an abundance of caution, compliance with the SLA was reviewed and it was determined that the SLA is not applicable to the proposed lease transaction as it does not

**SUBJECT: APPROVAL OF A LEASE WITH BRAD AND MARILYN LEVY, INDIVIDUALS DOING BUSINESS AS ALLEN’S FLOWERS AND PLANTS**

involve the disposition of “land” as defined by the SLA and meets short-term and no development/construction exemptions.

Staff is requesting approval of the proposed Lease with Brad and Marilyn Levy for the retail space located at 620 Market Street in downtown San Diego, within the PIOM garage. Approval of the Lease is in the best interests of the taxing entities because it will allow the SA to continue to support property maintenance, operations and debt service on the Bonds.

Respectfully submitted,



Charissa Japlit  
Group Finance Director, HHSA

**ATTACHMENTS**

- A – Resolution OB-2024-21
- B – Original Lease
- C – First Amendment to Original Lease
- D – Proposed Lease

**AGENDA ITEM INFORMATION SHEET**

**PREVIOUS RELEVANT BOARD ACTIONS:**

N/A

**MANDATORY COMPLIANCE:**

N/A

**CONTACT PERSONS:**

Max Endoso  
\_\_\_\_\_  
Name  
619-455-0261  
\_\_\_\_\_  
Phone  
Max.Endoso@sdcounty.ca.gov  
\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Name  
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Phone  
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E-mail

A RESOLUTION OF THE SAN DIEGO COUNTYWIDE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD APPROVING A LEASE BETWEEN THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, AND BRAD AND MARILYN LEVY INDIVIDUALS, DOING BUSINESS AS ALLEN'S FLOWERS AND PLANTS, LLC, FOR RETAIL SPACE LOCATED AT 620 MARKET STREET IN THE EAST VILLAGE NEIGHBORHOOD OF THE DOWNTOWN COMMUNITY PLAN AREA.

WHEREAS, the former Redevelopment Agency of the City of San Diego ("Former RDA") administered the implementation of various redevelopment projects, programs, and activities within designated redevelopment project areas throughout the City of San Diego ("City"); and

WHEREAS, under California's redevelopment dissolution laws, the Former RDA dissolved as of February 1, 2012, at which time the City, solely in its capacity as the designated Successor Agency to the Former RDA ("Successor Agency"), assumed the Former RDA's assets and obligations and commenced winding down the Former RDA's operations; and

WHEREAS, the Successor Agency is required to administer the winding down of the Former RDA's operations and to ensure compliance with the Former RDA's obligations in accordance with AB 26, as subsequently amended (collectively, "Dissolution Laws"); and

WHEREAS, the Dissolution Laws specify that the Oversight Board and the California Department of Finance ("DOF") must review and approve certain actions and decisions of the Successor Agency, including the Successor Agency's approval of each Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, among other things, each ROPS shows the estimated payments owed by the Successor Agency to third parties for enforceable obligations during the upcoming fiscal period and identifies the funding sources that will be used to make such payments; and

WHEREAS, under California Health and Safety Code (“Code”) section 34181(e), the Successor Agency shall determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the Oversight Board for its approval; and

WHEREAS, the Oversight Board may approve any amendments to or early termination of those agreements if it finds that amendments or early termination would be in the best interests of the taxing entities; and

WHEREAS, Code section 34171(d)(1)(E) defines “enforceable obligation” to include “any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy”; and

WHEREAS, Code section 34171(d)(1)(F)(i) further defines “enforceable obligation” to include “[c]ontracts or agreements for the administration or operation of the Successor Agency, in accordance with this part . . . .”; and

WHEREAS, the Former RDA issued the Centre City Redevelopment Project Parking Revenue Bonds, Series 1999A (“Bonds”) under that certain Trust Indenture dated November 1, 1999, between the Former RDA and U.S. Trust Company, National Association, as Trustee (“Trust Indenture”); and

WHEREAS, the Bonds financed the construction of certain parking facilities located at the northeast corner of Sixth Avenue and Market Street in downtown San Diego, which includes approximately 500 parking spaces and approximately 2,147 square feet of commercial retail space; and

WHEREAS, the Successor Agency currently leases approximately 1,744 square feet of commercial retail space and use of approximately 100 square feet of unrentable space within a non-exclusive mechanical equipment area on the second level of the building within the parking facilities to Brad and Max Levy, doing business as Allen's Flowers and Plants, LLC; and

WHEREAS, the Successor Agency now wishes to lease the facility to Brad and Marilyn Levy, individuals doing business as Allen's Flowers and Plants, LLC ("Allen's"); and

WHEREAS, City staff completed an analysis of lease rates and determined that a rental rate of \$5,983.00 per month for the commercial retail space to be leased by Allen's is within current market rental rates; and

WHEREAS, under the Trust Indenture, the pledged revenues used as security for the Bonds include rent from the leased commercial retail space constructed and financed by the Bonds; and

WHEREAS, the Successor Agency is obligated to repay the Bonds in accordance with the terms of the Trust Indenture, as recognized on the approved ROPS, and will continue repaying the Bonds until they reach final maturity on September 1, 2025; and

WHEREAS, in light of the ongoing payment obligations under the Trust Indenture, the Successor Agency proposes to enter into the new lease with Allen's ("Lease") which includes terms as follows: (i) the space to be leased by Allen's consists of approximately 1,744 square feet of retail space to be used as a flower and plant shop, at the base rent of \$5,983.00 per month; (ii) the Lease shall terminate on November 30, 2027; and

WHEREAS, the proposed Lease shall administratively be assigned from the Successor Agency to the City upon the transfer of ownership of the property; and

Attachment A  
Resolution No: OB-2024-21  
Meeting Date: July 18, 2024

WHEREAS, the Lease is in the best interests of the taxing entities because it will allow the Successor Agency to generate revenue from the commercial retail space to help repay the Bonds, an enforceable obligation of the Successor Agency.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board that:

1. The Board finds, in accordance with Code section 34181(e), that the Lease is in the best interest of the local taxing entities.
2. The Board finds, in accordance with Code section 34171(d)(1)(F), that the Lease is necessary for the administration or operation of the Successor Agency.
3. The Lease is approved.

**PASSED AND ADOPTED** by the Oversight Board at a duly noticed meeting of the Oversight Board held on July 18, 2024.

Approved as to Form and Legality

By Adam U. Lindgren, Oversight Board Counsel

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Brian Hagerty  
Chair, Oversight Board

5753753.2

**ORIGINAL**

**ATTACHMENT B**

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**PARK-IT-ON-MARKET LEASE**

**By and Between**

**THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO**

**And**

**MAX LEVY AND BRAD LEVY  
Individuals DBA Allen's Flowers and Plants**

DOCUMENT NO. D-04451/2-04451

FILED NOV 12 2009

OFFICE OF THE REDEVELOPMENT AGENCY  
SAN DIEGO, CALIF.



**PARK-IT-ON-MARKET LEASE**  
**By and Between**  
**THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO**  
**And**  
**MAX LEVY AND BRAD LEVY**  
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**REDEVELOPMENT AGENCY  
PARK-IT-ON-MARKET LEASE**

THIS REDEVELOPMENT AGENCY PARK-IT-ON-MARKET LEASE ("Lease") is entered into by and between the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body, corporate and politic, organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California ("LESSOR"), as lessor, and MAX LEVY and BRAD LEVY, individuals doing business as "Allen's Flowers and Plants" (collectively and jointly and severally, "LESSEE"), as lessee, to be effective as of Nov 5, 2009 (the "Effective Date"), upon execution by the parties and approval by the San Diego City Attorney, as follows:

**RECITALS**

- A. LESSOR is the owner of that certain real property consisting of a parking facility ("Parkade") commonly known as "Park-It-On-Market" and located at 620 Market Street in the City of San Diego, California.
- B. The City of San Diego, a California municipal corporation (the "City"), was appointed LESSOR'S agent for the purpose of managing the operations of the Parkade under that certain PARKING STRUCTURE OPERATING AGREEMENT dated August 1, 1999, by and between the City and LESSOR, as amended by that certain FIRST AMENDMENT TO PARKING STRUCTURE AGREEMENT dated January 1, 2003, by and between the City and LESSOR.
- C. Under this Lease, LESSEE will lease from LESSOR approximately 1,744 rentable square feet within the ground floor of the Parkade for the purpose of the sale and delivery of flowers, plants, fruit baskets, and other services and products typical of a florist.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Lease, the following terms shall be defined as follows:
  - a. "**Base Rent**" shall mean rent in the amount of Two and 35/100 Dollars (\$2.35) per rentable square foot of the Premises per month, for a total of Four Thousand Ninety Eight and 40/100 Dollars (\$4,098.40) per month during the first year of the Initial Term. The Base Rent may be increased annually as provided in this Lease.
  - b. "**Initial Term**" shall mean five (5) years, commencing on the Effective Date. If the Effective Date is not the first day of a calendar month, the Initial Term shall include the additional partial calendar month from and including the Effective Date, through the last month of the full Initial Term, so that the Initial Term shall expire on the last day of a calendar month. The first Lease Year shall include any additional partial calendar month, so that the first Lease Year shall end on the last day of a calendar month.

- c. **“Lease Year”** shall mean each 12-month period during the term of this Lease that ends on the same calendar day as the last calendar day of the first year of the Initial Term.
  - d. **“Permitted Use”** shall mean the sale and delivery of flowers, plants, fruit baskets, and other services and products typical of a florist.
  - e. **“Premises”** shall mean that portion of the ground floor of the Parkade comprised of approximately 1,744 rentable square feet, and as more particularly described in **Exhibit A: Premises**, attached hereto.
- 
- f. **“Rent Commencement Date”** shall be the ninetieth (90<sup>th</sup>) day after the Effective Date, which is the date LESSOR shall deliver possession of the Premises to LESSEE in the condition required under this Lease.
  - g. **“Security Deposit”** shall mean an amount equal to Four Thousand Ninety Eight and 40/100 Dollars (\$4,098.40).
2. **Premises.** LESSOR hereby leases the Premises to LESSEE and LESSEE leases the Premises from LESSOR. LESSEE acknowledges and agrees that the square footage figures set forth herein are approximations only for reference, and that such approximations are reasonable and shall not be subject to revision. LESSOR shall deliver the Premises to LESSEE free of any liens or encumbrances, except financing encumbrances of record, if any, and with existing heating, ventilating and air conditioning systems, plumbing, and separately metered electrical service in good working order. LESSOR represents and warrants that the Premises, as existing prior to any tenant improvement work to be completed by LESSEE, are in compliance with all building codes and regulations applicable to LESSOR and the Parkade, including without limitation Title 24 of the California Code of Regulations (i.e., the “CCP Building Code”, as defined in Title 24 of the California Health and Safety Code) and the Americans with Disabilities Act of 1990 (“ADA”).
  3. **LESSEE’S Acceptance of Premises.** LESSEE acknowledges that the Premises are in good order and condition and shall take possession of the Premises "as is." Except as otherwise provided in this Lease, LESSOR has not made and makes no representation or warranty as to the condition or suitability of the Premises for LESSEE’S intended use, and assumes no obligation to alter or improve the Premises. Except as otherwise expressly provided in this Lease, LESSEE has relied solely on its own independent investigations of the condition and suitability of the Premises, and is satisfied with the condition thereof, including without limitation electrical and fire sprinkler systems, heating, ventilating and air conditioning systems, security, air quality, and other environmental aspects, seismic and earthquake requirements, and compliance with the Americans with Disabilities Act and applicable zoning, municipal, county, state and federal laws, ordinances and regulations, and any covenants or restrictions of record. At the expiration or earlier termination of this Lease, LESSEE shall surrender the Premises in good condition and repair, normal wear and tear excepted.

4. Use. LESSEE shall use the Premises solely for the Permitted Use, and for no other purpose whatsoever without LESSOR'S prior written consent. LESSOR shall not allow the Permitted Use by any other tenant of the Parkade.
5. LESSOR'S Consent, Discretion. Whenever required or permitted under this Lease, LESSOR'S consent or approval shall mean the written consent or approval of the City Manager of San Diego, or his or her designee ("City Manager"), unless otherwise expressly provided. LESSOR'S discretionary acts hereunder shall be made in the City Manager's discretion, unless otherwise expressly provided.
6. ~~San Diego's Strong Mayor Form of Governance. All references to "City Manager" in this Lease shall be deemed to refer to the Mayor of San Diego, or his or her designee. This section shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of The City Charter of the City of San Diego, California.~~
7. Options to Extend the Term. Provided LESSEE is not in default of this Lease, LESSEE shall have two (2) options to extend the term of this Lease, each for an additional five (5) years. In no event shall the term of this Lease be greater than fifteen (15) years plus any first partial month of the Initial Term. No option to extend the term of this Lease shall be valid unless in writing and delivered to LESSOR at least one hundred eighty (180) days prior to the expiration of the Initial Term and the first extended term of this Lease. Any extension of the term of this Lease shall be subject to all terms and conditions of this Lease, except the Base Rent for each term extension period shall be reset, effective as of the first day of each term extension period, to the then-prevailing market rate as determined by an appraisal by the City's Real Estate Assets Department, but not to exceed eight percent (8%) above the Base Rent for the Lease Year immediately preceding the Lease Year for which the adjustment is made. Thereafter, the Base Rent may be increased annually as provided in this Lease. Notwithstanding any provision of this Lease to the contrary, if the term of this Lease would otherwise expire between the dates of February 1 and May 15, the term of this Lease shall be automatically extended to expire on the following May 31 to allow LESSEE to operate during the Valentine's Day and Mother's Day shopping seasons.
8. Rent. Base Rent shall be due and payable in advance on the first day of each month during the term of this lease, commencing on the Rent Commencement Date. The Base Rent for any partial month shall be prorated on a per-diem basis, based on a 360-day year.
9. Rent Adjustments. Effective as of the first day of the second Lease Year and each Lease Year thereafter, the Base Rent for each Lease Year shall be calculated by multiplying the prior Lease Year's Base Rent by the sum of one (1) plus the percentage change in the *U.S. Consumer Price Index for the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers (1982-84=100) "All Items" Los Angeles-Anaheim-Riverside, California* (the "CPI"), between: (a) the July CPI for the calendar year at the commencement of the prior Lease Year; and (b) the July CPI for the calendar year at the commencement of the Lease Year for which the adjustment is made. In no event shall the Base Rent be

increased more than three percent (3%) above the Base Rent for the Lease Year immediately preceding the Lease Year for which the adjustment is made.

- a. Rent Limits. In no event shall the Base Rent be reduced below the Base Rent for the Lease Year immediately preceding the Lease Year for which the adjustment is made. Except for resetting the Base Rent at the beginning of each term extension period, in no event shall the Base Rent be increased more than three percent (3%) above the Base Rent for the Lease Year immediately preceding the Lease Year for which the adjustment is made.
- b. CPI Conversion. ~~If a Base Rent adjustment is calculated using a CPI from a base year~~ other than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used shall first be converted under a formula supplied by the United States Bureau of Labor Statistics or its successor. If the United States Department of Labor indices are no longer published, another index generally recognized as authoritative shall be substituted by agreement between the City and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index shall be selected by the Chief Officer of the Regional Office of the United States Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.
- c. Payments Pending Calculation. If the CPI is not available in time to adjust the Base Rent before the rent is payable for the first month of the new Lease Year, then until the adjustment can be made, LESSEE shall continue to make payments at the Base Rent rate in effect just prior to the new Lease Year. When the Base Rent adjustment is calculated, LESSEE shall pay to LESSOR any deficiency of rent due LESSOR occasioned by the delay within thirty (30) days after LESSOR'S notice to LESSEE of the new Base Rent. In no event shall the adjusted Base Rent be less than the Base Rent just prior to the adjustment. LESSOR'S failure to deliver timely notice of any Base Rent adjustment shall not constitute LESSOR'S waiver of its right to receive rents hereunder.

10. Place of Payment. All payments under this Lease shall be made payable to "City Treasurer" and delivered with an invoice to:

CENTRE CITY DEVELOPMENT CORPORATION  
401 B Street, Fourth Floor  
San Diego, CA 92101

11. Delinquent Rent. If LESSEE fails to pay rent five (5) days after any such rent is due, LESSEE shall pay the delinquent rent plus a late fee equal to five percent (5%) of the delinquent rent. If rent remains unpaid after fifteen (15) days past due, the late fee shall be increased to an amount equal to ten percent (10%) of the delinquent rent, which LESSEE shall pay in addition to the delinquent rent. The parties agree that such late fees are appropriate to compensate LESSOR for loss resulting from rental delinquency and the cost of servicing a delinquent account. In no event shall a late fee be less than One Hundred Dollars (\$100). All late fees shall be immediately due and payable as and when incurred.

12. Security Deposit. Within three (3) business days after the Effective Date, LESSEE shall deliver to LESSOR the Security Deposit to secure LESSEE'S performance of this Lease. LESSOR shall not be liable to LESSEE for any interest thereon. Any interest earned from such deposit or redeposit shall not become part of the Security Deposit, but shall be and remain the property of LESSOR. All or any portion of the Security Deposit shall be available unconditionally to LESSOR to cure, in whole or in part, any breach or default of this Lease by LESSEE, or for expenses incurred by LESSOR as a result of LESSEE'S breach or default of this Lease. LESSEE shall maintain the Security Deposit throughout the Initial Term.

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a. Utilization. If LESSOR utilizes all or any portion of the Security Deposit, then upon ten (10) days prior written notice, LESSEE shall reimburse the Security Deposit to the full required amount.

b. Increase. If the Permitted Use changes, then upon thirty (30) days prior written notice by LESSOR, LESSEE shall deliver to LESSOR such additional funds as LESSOR may reasonably require to adequately secure LESSEE'S obligations under this Lease.

c. Return. Provided LESSEE is not in breach or default of this Lease, LESSOR shall return the Security Deposit, or any balance thereof, to LESSEE within sixty (60) days after the expiration of the Initial Term.

13. Holdover. Any holding over by LESSEE after the expiration or earlier termination of this Lease shall be at will upon three (3) days notice to quit the Premises, shall not be construed as a renewal or extension of this Lease, and all other terms and conditions of this Lease shall continue in full force and effect. The Base Rent for any holdover period shall be the greater of the Base Rent in effect immediately preceding such holding over, or the then-prevailing market rate as determined by an appraisal by the City's Real Estate Assets Department.

14. Prohibited Uses. LESSEE shall not: (a) use the Premises except as permitted under this Lease; (b) make any alterations or changes to the Premises, except as permitted under this Lease; (c) effect any repairs to the Premises without LESSOR'S prior consent, except as otherwise expressly provided in this Lease; (d) allow or permit any liens or encumbrances to be placed on any portion of the Premises; (e) operate or use any machine or device which results in unreasonable excess use of utilities; (f) use the Premises in any manner which may create a health, safety, or fire hazard; or (g) fail to pay all taxes assessed against LESSEE related to its tenancy, use or occupancy of the Premises.

15. Utilities. LESSEE shall order, obtain, and pay for all utilities, including water, sewer, gas and electric exclusively consumed by LESSEE, and all service and installation charges in connection with its use of the Premises.

16. Common Areas. The term "common areas" shall mean all areas and facilities outside the Premises and within the exterior boundary line of the Parkade (including all interior utility raceways within the Parkade) that are provided and designated from time to time for non-exclusive use by tenants of the Parkade. LESSOR, at LESSOR'S sole cost and expense, shall

maintain the common areas in good order and repair and in a clean, safe, healthy and sanitary condition at all times during the term of this Lease. Additionally, LESSOR, at LESSOR'S sole cost and expense, shall maintain and repair all structural elements of the Parkade and the Premises, including without limitation foundations, interior ceilings, and structural walls.

- a. LESSEE'S Rights. LESSOR grants to LESSEE during the term of this Leases, the non-exclusive license to use, in common with others, the common areas as they exist from time to time, subject to any rights reserved by LESSOR under this Lease.
- b. Rules and Regulations. LESSOR shall have exclusive control and management of the ~~common areas and may, from time to time, establish, modify, amend, and enforce~~ reasonable rules and regulations with respect to the common areas, a current copy of which is attached hereto as **Exhibit B: Rules and Regulations**. LESSEE shall abide by the Rules and Regulations, and shall cause its employees, suppliers, shippers, customers, contractors and invitees to abide by the Rules and Regulations. LESSOR shall not be responsible to LESSEE for any other tenant's non-compliance with the Rules and Regulations. Notwithstanding anything in this Lease to the contrary, the Rules and Regulations shall be uniformly and non-discriminatorily enforced. Any changes to the Rules and Regulations shall not unreasonably increase LESSEE'S obligations under this Lease, and shall not unreasonably decrease any of LESSEE'S rights under this Lease. In the event of any conflict between the provisions of the Rules and Regulations and the provisions of this Lease (excluding the Rules and Regulations initially attached to this Lease as Exhibit B), the provisions of this Lease shall control.

17. Maintenance. LESSEE shall, at LESSEE'S sole cost and expense and to LESSOR'S satisfaction, maintain the Premises in good order and repair and in a safe, healthy and sanitary condition at all times during the term of this Lease, subject to normal and ordinary wear and tear resulting from the Permitted Use. LESSEE shall keep the Premises free and clear of rubbish, debris and litter at all times. Notwithstanding anything in this Lease to the contrary, LESSEE shall have no responsibility to maintain or repair the common areas or the structural elements of the Premises and the Parkade, including without limitation foundations, interior ceilings, and structural walls.
18. Keys. LESSEE shall have possession of keys to access the Premises. Keys shall not be duplicated except by LESSOR at LESSEE'S sole cost. LESSEE shall pay to LESSOR ten dollars (\$10) per key duplicated. LESSEE assumes the risk of lost keys. LESSEE shall pay LESSOR all costs necessitated by a loss of any of LESSEE'S keys, including without limitation changing locks and providing new keys. LESSEE shall return all keys to LESSOR upon expiration or earlier termination of this Lease.
19. Signs. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising in any common area, on the exterior of the Parkade, or visible from outside the Parkade without LESSOR'S prior written consent, which may not be unreasonably withheld or delayed. LESSEE shall remove all unauthorized items at its expense immediately after notice by LESSOR, or LESSOR may remove the items at LESSEE'S cost.



20. Entry and Inspection. LESSOR reserves and shall always have the right in case of an emergency, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, to protect its interests in the Premises, or upon reasonable prior notice and during normal business hours to inspect the operations conducted in the Premises. If LESSOR determines that the Premises are not in a decent, safe, healthy and sanitary condition, LESSOR may, after ten (10) days prior notice to LESSEE, have any necessary maintenance work done at LESSEE'S sole expense. LESSEE shall pay LESSOR on demand any and all such costs to put the Premises in a decent, safe, healthy, and sanitary condition.
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21. Improvements/Alterations. As soon as available, LESSOR shall deliver to LESSEE copies of LESSOR's construction plans for the Premises, including elevations, structural, mechanical, electrical and plumbing drawings, any applicable sign criteria, and any covenants, conditions, and restrictions applicable to the Premises (the "Construction Documents"). No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by LESSEE without LESSOR'S prior written approval, which may not be unreasonably withheld or delayed. LESSEE shall not make any major structural or architectural design alterations to approved improvements, structures, or installations on the Premises without LESSOR'S prior written approval, which may not be unreasonably withheld or delayed. This provision shall not relieve LESSEE of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary condition. Except as otherwise expressly provided in this Lease, LESSOR shall not be obligated by this Lease to make any improvements or alterations to the Premises. All equipment and trade fixtures installed in the Premises by LESSEE shall remain the property of LESSEE or its lenders during the term of this Lease. Notwithstanding anything in this Lease to the contrary, LESSEE may make non-structural, interior modifications to the Premises costing less than Two Thousand Five Hundred Dollars (\$2,500) without LESSOR'S prior written approval, provided LESSEE notifies LESSOR of each such modification prior to making the change.
22. Tenant Improvements. All tenant improvements shall comply with LESSOR'S architectural guidelines. LESSEE shall be responsible for the cost, design, permitting, and construction of all tenant improvements required by LESSEE in the Premises. LESSEE may modify the Premises to meet construction and operational needs, subject to LESSOR'S prior written approval, which may not be unreasonably withheld or delayed.
23. Tenant Improvement Allowance: LESSOR shall provide an allowance for tenant improvements (the "TI Allowance") in an amount up to Forty-Three Thousand Six Hundred Dollars (\$43,600), calculated at a rate of Twenty-Five Dollars (\$25) per rentable square foot (i.e., 1,744 rentable square feet), based on LESSEE'S actual, out-of-pocket costs for construction approved by LESSOR. Upon completion of the tenant improvements, LESSEE shall deliver to LESSOR paid invoices and other documents reasonably satisfactory to LESSOR substantiating LESSEE'S actual out-of-pocket costs for construction of the tenant improvements. LESSOR shall then calculate the TI Allowance and notify LESSEE of the amount thereof. The TI Allowance shall be credited against the Base Rent in equal monthly

amounts over the first two (2) years of the Initial Term, effective as of the Rent Commencement Date.

24. Ownership of Improvements and Personal Property.

- a. Improvements. LESSEE shall, at LESSEE'S sole cost and expense, remove all LESSEE-installed improvements, trade fixtures, structures, and installations as soon as practicable, but in no event later than sixty (60) days after the expiration or earlier termination of this Lease. If any removal of such LESSEE-installed improvements, trade fixtures, structures, and installations by LESSEE results in damage to the Premises or the Parkade, LESSEE shall repair all such damage at its sole cost and expense. If LESSEE fails to remove any improvements, structures, and installations as required by this Lease, LESSOR may, at its option, remove them at LESSEE'S sole cost and expense.
- b. Personal Property. LESSEE shall remove LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property upon the expiration of the term of this Lease, or as soon as practicable after termination, but in no event later than sixty (60) days after the expiration or earlier termination of this Lease. Any such items which LESSEE fails to remove shall be deemed abandoned and become LESSOR'S property free of all claims and liens, or LESSOR may, at its option, remove such items at LESSEE'S sole cost and expense. If any removal of such personal property by LESSEE results in damage to the Premises or the Parkade, LESSEE shall repair all such damage at its sole cost and expense.
- c. Late Removal. LESSEE shall pay to LESSOR rent calculated on a per diem basis using the rental rate in effect just prior to the expiration or earlier termination for any period of time needed to remove any improvements or personal property, whether by LESSOR or LESSEE, after the expiration or termination of this Lease.
- d. LESSOR'S Right to Acquire. Notwithstanding the foregoing, if LESSEE elects to dispose of any of its personal property used in its operations on the Premises, upon expiration or termination of this Lease, LESSOR shall have the first right to acquire or purchase such personal property. LESSOR may exercise such first right to acquire within ten (10) business days after receiving notice of LESSEE'S intent to sell its personal property.

25. Parking. LESSEE may pay for up to five (5) reserved parking spaces in the Parkade at prevailing rates for use by LESSEE and its employees. Up to four (4) of LESSEE'S reserved parking spaces shall be at street level, closest to the Premises, with LESSEE'S signage stating they are reserved and LESSEE'S hours of operation. One (1) of LESSEE'S reserved parking spaces may be located adjacent to the 6th Avenue entrance to the Parkade. LESSEE may offer its customers parking validation at the going rates offered by the Parkade. LESSEE shall contract for any and all parking services with the manager of the Parkade. The current manager is Ace Parking (619-232-1271). LESSEE may park its delivery trucks in LESSEE'S reserved spaces, provided loading and unloading of the trucks shall not interfere with anyone else's use of the Parkade.

26. Compliance with Law. LESSEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws, and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to LESSEE'S occupancy, use, development, maintenance, operation, and restoration of the Premises. LESSEE shall, within three (3) business days after receipt, deliver to LESSOR a copy of each report, notice, citation, or other written correspondence from any and all governmental agencies, accrediting bodies, or other certifying entities and related to LESSEE'S use, development, maintenance, operation, or restoration of the Premises. LESSOR shall, at LESSOR'S sole cost and expense, at all times in the construction, maintenance, occupancy, and operation of the Parkade comply with all laws, statutes, ordinances, and regulations of city, county, state, and federal governments applicable to LESSOR and the Parkade.

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27. Indemnification. LESSEE shall protect, defend, indemnify, and hold LESSOR and its elected officials, officers, representatives, agents, and employees, and Centre City Development Corporation, Inc., a California corporation ("CCDC"), and its officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation injury to LESSEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S occupancy, use, development, maintenance, operation, or restoration of the Premises, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of either LESSOR and/or its elected officials, officers, representatives, agents, and employees, or CCDC and/or its officers, representatives, agents, and employees. LESSOR may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If LESSOR chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

28. Insurance. LESSEE shall deliver to LESSOR a current certificate of insurance for:

- 1) **Commercial General Liability Insurance**, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of Two Million Dollars (\$2,000,000); and
- 2) **Workers' Compensation Insurance**, as required by the laws of the State of California for all of LESSEE'S employees who are subject to this Lease, with Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000).
  - a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The Redevelopment Agency of the City Of San Diego, and its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in

all policies.

- b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by LESSOR. All policies shall be kept in force for the entire term of this Lease and any extended use. The certificate(s) of insurance shall be filed with the City's Real Estate Assets Department.
  - c. Qualified Insurer(s). All insurance required by this Lease must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to LESSOR. ~~Non-admitted surplus lines insurers may be accepted, provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet LESSOR'S requirements.~~
  - d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy shall be the sole responsibility of LESSEE and must be disclosed and acceptable to LESSOR at the time evidence of insurance is provided.
  - e. Continuity of Coverage. All policies shall be in effect as of the Effective Date, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease.
  - f. Modification. To assure protection from and against the kind and extent of risk existing on the Premises, LESSOR may, at its discretion and at any time during the term of this Lease, require the revision of amounts and coverage by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by LESSOR for new improvements, changed circumstances, or LESSOR'S reasonable re-evaluation of risk levels related to LESSEE'S use of the Premises.
  - g. Accident Reports. LESSEE shall report to LESSOR any accident causing property damage or injury to persons on the Premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
  - h. Failure to Comply. Notwithstanding any other provision of this Lease, if LESSEE fails or refuses to obtain or maintain insurance as required by this Lease, or fails to provide proof of insurance, LESSOR may terminate this Lease at any time after such breach.
29. Hazardous Substances. LESSEE shall not allow the installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under, or from the Premises or the Parkade. LESSEE and LESSEE'S agents and contractors shall not install, store, utilize, generate, or sell any hazardous substance on the Premises or the Parkade

without LESSOR'S prior written consent. LESSEE and LESSEE'S agents shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a hazardous substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a hazardous substance or hazardous waste.

- a. Release. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and is hereby incorporated into this Lease.
- b. Remediation. If LESSEE'S occupancy, use, development, maintenance, operation, or restoration of the Premises results in a release of a hazardous substance, or petroleum related substance or its chemical constituents, LESSEE shall pay all costs of remediation and removal to the LESSOR'S satisfaction for unrestricted reuse of the Premises and the Parkade, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- c. Removal. If LESSEE or LESSEE'S contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring hazardous materials or hazardous wastes to the Parkade, LESSEE and/or LESSEE'S contractor or agent shall remove all hazardous substances and hazardous wastes in any type of container, equipment, or device from the Parkade immediately upon or prior to the expiration or earlier termination of this Lease. LESSOR reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Parkade. LESSEE shall be responsible for any and all costs incurred by LESSOR to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- d. Indemnity. LESSEE shall protect, defend, indemnify, and hold LESSOR harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S occupancy, use, development, maintenance, operation, or restoration of the Premises or the Parkade, including without limitation costs of environmental assessments; costs of regulatory remediation oversight; costs of remediation and removal, any necessary LESSOR response costs; all fines, penalties or fees assessed by any regulatory agency; damages for injury to natural resources, LESSEE'S officers,

employees, invitees, guests, agents, or contractors, or the public; and all costs of any health assessments or health effect studies.

- e. Notice of Release. If LESSEE knows or has reasonable cause to believe that a hazardous substance or petroleum related substance or its chemical constituents has been released in, on, under, or from the Premises or the Parkade, LESSEE shall immediately notify LESSOR and any appropriate regulatory or reporting agency per California Administrative Code Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to LESSOR within three (3) days of receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify LESSOR in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises or the Parkade.
- f. Environmental Assessment. Upon reasonable cause to believe that LESSEE'S occupancy, use, development, maintenance, operation, or restoration of the Premises or the Parkade ("LESSEE'S Operations"), resulted in any hazardous substance being released in, on, under, or from the Premises or the Parkade, LESSOR may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by LESSEE'S Operations on, in, from or under the Premises or the Parkade, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations; or require future restricted re-use of the Premises or Parkade, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by LESSOR in its sole discretion, LESSOR may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and Parkade and compliance with environmental law and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.
- g. Limitation. Notwithstanding anything in this Lease to the contrary, LESSEE shall have no responsibility, liability, or indemnity obligation with respect to any Hazardous Substances unless such Hazardous Substances were introduced in, on, under, or from the Premises or the Parkade by LESSEE. LESSEE shall not be responsible for any claims, costs, or expenses related to any Hazardous Substances which were introduced in, on, under, or from the Premises or the Parkade prior to LESSEE'S occupancy of the Premises.

30. Assignment and Subletting. LESSEE shall not assign this Lease or any interest in this Lease, and shall not sublet the Premises or any part of the Premises, or any right or privilege appurtenant to the Premises, or allow any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part of the Premises, without LESSOR'S prior written consent, in each instance. LESSOR'S consent to any assignment, subletting, occupation, or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. Any assignment or subletting without LESSOR'S consent shall be void and shall, at LESSOR'S option, terminate this Lease. This Lease shall not, nor shall any interest in this Lease, be assignable as to the interest of LESSEE by operation of law, without LESSOR'S written consent. For the purposes of this section "assignment" shall include the transfer of any ownership interest in this Lease by LESSEE or a transfer of a controlling interest in LESSEE or any general partner, principal, or controlling shareholder of LESSEE.

31. No Discrimination. LESSEE herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions:

There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises, nor shall the transferee itself or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees of the Premises.

LESSEE, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Premises 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 Premises, or any portion thereof, from and after the Effective Date shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

- a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government

Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. The foregoing covenants shall run with the land.”

b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees in the premises herein leased.”

c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, 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 him or her, 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, sublessees, subtenants, or vendees of the land.”

32. Equal Opportunity. LESSEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations. LESSEE shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. Upon LESSOR'S request, LESSEE shall submit a current Workforce Report and, if required, an Equal Opportunity Plan which set forth the actions LESSEE will take to achieve the LESSOR'S goals for the employment of African Americans, Native Americans, Asians, Latinos, women, and people with disabilities. LESSEE shall cause the foregoing provisions to be inserted in all Leases and all contracts for any work covered by this Lease so that such



provisions will be binding upon each sublessee and contractor. LESSEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Lease.

33. Taxes. LESSEE shall pay, before delinquency, all taxes (including possessory interest taxes), assessments, and fees assessed or levied upon LESSEE or LESSEE'S interest in the Premises, including the machinery, equipment, appliances, or other tenant improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of the business or other LESSEE activities related to the Premises, including any licenses or permits. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on that interest. LESSEE shall pay all such possessory interest taxes. LESSEE'S payment for such taxes, fees, and assessments shall not reduce any rent due LESSOR.
34. Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner.
35. Drug-free Workplace. LESSEE shall comply with the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited on the Premises and specifying the actions that will be taken against employees for violations of the prohibition;
  - b. Establish a drug-free awareness program to inform employees about all of the following:
    - i. the dangers of drug abuse in the workplace;
    - ii. LESSEE'S policy of maintaining a drug-free workplace;
    - iii. any available drug counseling, rehabilitation, and employee assistance programs;  
and
    - iv. penalties that may be imposed upon employees for drug abuse violations;
- AND
- c. Include in each Lease agreement language indicating the LESSEE's agreement to abide by these provisions for a drug-free workplace.

LESSEE and its sublessees shall each be responsible for their own drug-free workplace program.

36. Disabled Access Compliance. LESSEE shall comply with the CCP Building Code, the ADA, and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include without limitation the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment;
- b. ~~No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE;~~
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site;
- d. Where required by law, LESSEE shall, at LESSEE'S sole cost and in conformance with all applicable building codes, comply with City's disabled access requirements by making accessible any areas of the Premises which deny access to disabled persons; and
- e. LESSEE shall include language in each Lease agreement indicating the sublessee's agreement to abide by the foregoing provisions.

LESSEE and each of its sublessees shall be individually responsible for their own ADA compliance program. LESSEE'S failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Lease.

37. Default and Remedies.

- a. Default. LESSEE shall be in default of this Lease if any of the following occurs:
  - i. LESSEE fails to make any payment required under this Lease when due;
  - ii. LESSEE breaches any of its obligations under this Lease, other than those requiring payment to LESSOR, and fails to cure the breach within thirty (30) days following written notice thereof from LESSOR, or if not curable within thirty (30) days, fails to commence to cure the breach within thirty (30) days and diligently pursue the cure to completion;
  - iii. LESSEE voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;
  - iv. LESSEE is adjudicated a bankrupt; or
  - v. LESSEE makes a general assignment for the benefit of creditors.

b. Remedies. Upon LESSEE'S default, LESSOR may, at its option, give LESSEE, or any person claiming rights through LESSEE, a written "Three Day Notice to Pay or Quit," or LESSOR may terminate the Lease and all rights of LESSEE, and all persons claiming rights through LESSEE, to the Premises or to possession of the Premises. Upon termination, LESSOR may enter and take possession of the Premises, and may recover from LESSEE the sum of:

- i. the worth at the time of award of any unpaid rent that was due at the time of termination;
- ii. the worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of rental loss, if any, that LESSEE affirmatively proves could have been reasonably avoided;
- iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss, if any, that LESSEE affirmatively proves could be reasonably avoided;
- iv. any other amount necessary to compensate LESSOR for all the detriment proximately caused by LESSEE'S breach and default, or that in the ordinary course of things, would be likely to result; and
- v. all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in clauses b(i) and b(ii), above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause b(iii), above, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include rent and any other amounts payable by LESSEE under this Lease.

c. Default if Leasehold is Encumbered. If there is a LESSOR-approved deed of trust or mortgage on the leasehold interest, LESSOR shall give the mortgagee or beneficiary written notice of LESSEE'S default under this Lease, and the same mortgagee or beneficiary shall have thirty (30) days from the notice to cure the default, or, if the default is not curable within thirty (30) days, to commence to cure the default and diligently pursue the cure to completion. LESSOR may extend the cure period if the mortgagee or beneficiary uses reasonable diligence to pursue a cure. If the mortgagee or beneficiary chooses to cure the default through litigation or foreclosure, then LESSOR may exercise any of the following options:

- i. LESSOR may correct the default and charge the costs to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after LESSOR'S notice of such costs to LESSEE, and mortgagee or beneficiary;
  - ii. LESSOR may correct the default and pay the costs from the proceeds of any insurance fund held by LESSOR, LESSOR and LESSEE, or by LESSOR and mortgagee or beneficiary, or LESSOR may use the funds of any faithful performance or cash bond on deposit with LESSOR, or LESSOR may call on the bonding agent to correct the default or to pay the costs of correction performed by or at the direction of LESSOR; and
- 
- iii. LESSOR may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of early payoff of the related obligations by LESSOR. LESSOR may, as an alternative, substitute the terminated LESSEE with a new lessee reasonably satisfactory to the mortgagee or beneficiary. LESSEE shall pay to LESSOR all reasonable costs incurred by LESSOR in re-leasing to a new lessee.

If the default is non-curable by LESSEE, then any lender holding a beneficial interest in the Premises, whose qualifications as an assignee have been approved by LESSOR, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this Lease. If the mortgagee or beneficiary gives notice in writing of its election to substitute itself within the thirty (30) day period after receiving LESSOR'S written notice of a default, and the default, if curable, is cured by the mortgagee or beneficiary, then this Lease will not terminate pursuant to the default. In that event, LESSOR consents to the substitution and authorizes the mortgagee or beneficiary to perform under this Lease with all the rights, privileges, and obligations of LESSEE, subject to the curing of the default, if possible, by mortgagee or beneficiary. In that event, LESSEE shall assign to mortgagee or beneficiary all of its interest in and to the leasehold estate under this Lease.

- d. Abandonment by LESSEE. If LESSEE breaches the Lease and abandons the Premises, this Lease shall continue in effect as long as LESSOR does not terminate this Lease, and LESSOR may enforce all of its rights and remedies under this Lease, including but not limited to the right to recover the rent as it becomes due, plus damages.
- e. Waiver. Any waiver by LESSOR of a breach or default by LESSEE shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by LESSOR. LESSOR'S delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy under this Lease. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. Any failure by LESSOR to discover a breach or default, or

take prompt action to require the cure of any breach or default, shall not result in an equitable estoppel, but LESSOR shall at all times, have the legal right to require the cure of any breach or default. LESSOR'S acceptance of a partial payment of rent shall not constitute a waiver of the balance of the rent payment due.

38. No Relocation Claim. LESSEE shall not be entitled to make any claim for relocation costs and expenses related to this Lease. LESSEE expressly waives any right it may have at any time to any such claim based on its displacement or relocation related to this Lease.

39. Notices. Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, and addressed to the parties at the following addresses:

If to LESSOR:

REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO  
C/O Centre City Development Corporation  
401 B Street, Suite 400  
San Diego, CA 92101

With a copy by First Class Mail to:      SAN DIEGO CITY ATTORNEY  
Attn: Real Property Section  
1200 Third Avenue, Suite 1100  
San Diego, California 92101-4106

If to LESSEE:

ALLEN'S FLOWERS & PLANTS  
620 Market Street  
San Diego, California 92101

With a copy by First Class Mail:      ALLEN'S FLOWERS & PLANTS  
5609 Lake Murray Boulevard  
La Mesa, California 91942  
Attn: Brad Levy

Any party entitled or required to receive notice under this Lease may by like notice designate a different address to which notices shall be sent.

40. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

41. Number and Gender. Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

42. Captions. The section headings and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Lease.
43. Lease Modifications. Any modification, alteration, or amendment of this Lease shall be in writing and signed by all the parties hereto.
44. Time is of the Essence. Time is of the essence to the performance of this Lease.
45. Survival. Any obligation which accrues under this Lease prior to its expiration or termination shall survive the expiration or earlier termination of this Lease.
46. Governance. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California.
47. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
48. Successors and Assigns. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and jointly and severally bind the successors and assigns of the respective parties.
49. Attorney Fees. If any party brings an action or proceeding against another party under this Lease, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs therefor. If, as a result of an action brought by or against LESSEE relating to LESSEE'S leasehold or otherwise in connection with this Lease, and LESSOR intervenes therein, becomes a party, or is made a party thereto, LESSEE shall pay all of LESSOR'S expenses thereof, including without limitation all costs and attorney fees.
50. Broker Compensation. The parties acknowledge RANDEE STRATTON of Grubb & Ellis/BRE Commercial is LESSOR'S broker for the transaction represented by this Lease, and ROBB FRYE of Grubb & Ellis/BRE Commercial is LESSEE'S broker for the transaction represented by this Lease. LESSOR and LESSEE each represent and warrant that they have not dealt with any other real estate broker in connection with this Lease. Grubb & Ellis/BRE Commercial shall be paid a commission in accordance with a listing agreement between LESSOR and Grubb & Ellis/BRE Commercial. LESSOR shall be responsible for the payment of all brokerage fees related to this Lease.
51. Entire Understanding. This Lease contains the entire understanding of the parties. There is no other written or oral understanding between the parties with respect to this Lease or the Premises. Each party has relied solely on its own examination of the Premises and advice from its own attorneys and experts in entering into this Lease. No other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease.

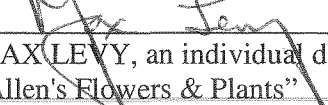
52. Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.
53. Authority. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. ~~Each person executing this Lease on behalf of another person or legal entity shall provide LESSOR with evidence, satisfactory to LESSOR, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.~~

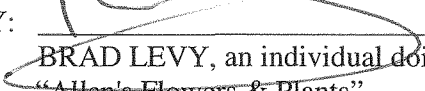
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54. Contingency. LESSEE'S obligations under this Lease are contingent on the satisfaction or waiver of the following condition: LESSEE'S obtaining all necessary governmental consents, approvals and permits, including building, use and sign permits, from local jurisdictional authorities necessary for the Permitted Use in the Premises.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the Effective Date:

Date: 18 Oct 2009

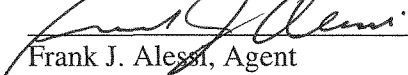
BY:   
MAX LEVY, an individual doing business as  
"Allen's Flowers & Plants"

BY:   
BRAD LEVY, an individual doing business as  
"Allen's Flowers & Plants"

Date: 11/5/09

REDEVELOPMENT AGENCY OF THE CITY OF  
SAN DIEGO, a public body, corporate and politic,  
organized and existing under Chapter 2 of the  
Community Redevelopment Law of the State of  
California

BY: THE CITY OF SAN DIEGO, a California  
municipal corporation, Agent

By:   
Frank J. Alessi, Agent

APPROVED AS TO FORM AND LEGALITY:

Date: 11/6/09

JAN I. GOLDSMITH, City Attorney

BY: 

Name: **Brock Ladewig**

Title: **Deputy City Attorney**

ATTACHMENTS:

**Exhibit A: Premises**

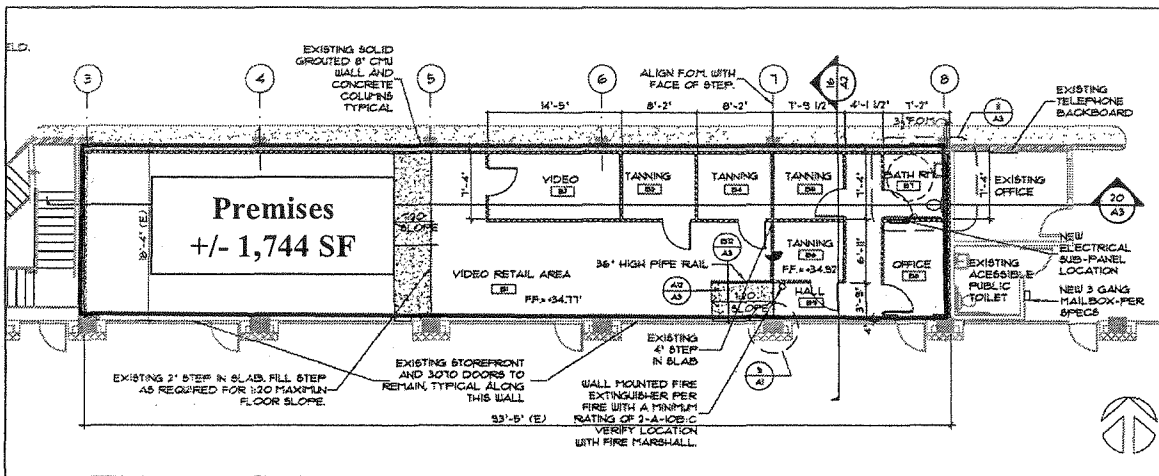
**Exhibit B: Rules and Regulations**



52. Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.
53. Authority. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide LESSOR with evidence, satisfactory to LESSOR, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

Exhibit A: Premises



### **Exhibit B: Rules and Regulations**

The following Rules and Regulations shall be uniformly and non-discriminatorily enforced. Any changes to the Rules and Regulations shall not unreasonably increase LESSEE'S obligations under this Lease, and shall not unreasonably decrease any of LESSEE'S rights under this Lease. In the event of any conflict between the provisions of the Rules and Regulations and the provisions of this Lease (excluding the Rules and Regulations initially attached to this Lease as Exhibit B), the provisions of this Lease shall control.

1. The sidewalks, entrances, halls, corridors, elevators and stairways of the Parkade and Premises shall not be obstructed or used as a waiting or lounging place by any tenant or any tenant's agent, servant, employee, invitee, licensee or visitor. Entrance doors leading from the Premises to the hallways shall not be propped or kept open at any time.
2. In case of invasion, riot, public excitement or other commotion, LESSOR may prevent access to the Parkade during the continuance of same. LESSOR shall in no case be liable for damages for the admission or exclusion of any person to or from the Parkade. LESSOR may exclude or expel from the Parkade any person who, in LESSOR'S judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.
3. LESSOR may require payment of a reasonable charge for any additional keys requested by LESSEE. LESSEE shall not have any keys made for the Premises, alter any lock, or install new or additional locks or bolts on any door without LESSOR'S prior written consent. LESSEE shall provide LESSOR with a key for any such lock or bolt. Upon the expiration or termination of its tenancy, LESSEE shall deliver to LESSOR all keys in its possession for all locks and bolts in the Parkade. LESSEE shall pay to LESSOR immediately upon demand all costs related to LESSEE'S loss of any Parkade or Premises key or access card.
4. LESSEE shall permit LESSOR'S employees (or LESSOR'S agents' employees) to take care of and clean the Parkade. LESSEE shall not cause any unnecessary labor by reason of LESSEE'S carelessness or indifference in the preservation of good order and cleanliness of the Premises and the Parkade. If LESSEE must dispose of crates, boxes, etc., which will not fit into provided waste receptacles, it will be LESSEE'S responsibility to dispose of same. In no event shall LESSEE set such items in the public hallways or other common areas of the Parkade for disposal. LESSEE shall store all of its trash and garbage within its Premises or in facilities provided by LESSOR for that purpose. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by LESSOR.
5. LESSOR may prescribe the date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Parkade. No iron safe or other heavy or bulky object shall be delivered to or removed from the Parkade, except by experienced movers or riggers approved in writing in advance by LESSOR. LESSEE shall pay LESSOR immediately upon demand for all damage done to the Parkade by the delivery or removal of such items, or by reason of their presence in the Parkade. Unless equipped with rubber tires, no hand trucks shall be used in

any space, or in the public halls of the Parkade, either by LESSEE, jobbers, or others in the delivery or receipt of merchandise. Any Parkade freight elevator shall be available for use by all tenants in the Parkade. LESSEE'S initial move-in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall be subject to such reasonable scheduling as LESSOR, in its discretion, shall deem appropriate. Unless otherwise agreed to in writing by LESSOR, deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which impede or interfere with other tenants or the operations of the Parkade.

6. LESSEE shall not cover or obstruct the walls, partitions, skylights, windows, doors, and transoms that reflect or admit light into passageways or into any other part of the Parkade.
7. The restrooms, toilets, urinals, wash bowls, drains and water apparatus shall not be used for any purpose other than that for which they were constructed or installed, and no sweepings, rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein. LESSEE shall pay LESSOR immediately upon demand all costs related to any breakage, stoppage or damage resulting from violation of this rule by LESSEE or any of LESSEE'S agents, employees, invitees, licensees or visitors.
8. No sign, name, placard, advertisement or notice visible from the exterior of the Premises, shall be inscribed, painted or affixed by LESSEE on any part of the Parkade without the prior written approval of LESSOR. All signs or letterings on doors, or otherwise, must be approved by LESSOR and shall be inscribed, painted or affixed by a person approved by LESSOR at LESSEE'S sole cost and expense.
9. No signaling, telegraphic, telephonic, or wireless telecommunications instruments or devices, burglar alarm systems or similar service, or other wire, instruments or devices, shall be installed in or in the Premises without LESSOR'S prior written approval. Such installations, and the boring or cutting for wires, shall be made at LESSEE'S sole cost and expense and under the control and direction of LESSOR. LESSOR may require: (a) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Parkade; (b) the changing of wires and of their installation and arrangement underground or otherwise as LESSOR may direct; and (c) compliance on the part of all using or seeking access to such wires with such rules as LESSOR may establish relating thereto. All such wires used by LESSEE must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Parkade, with the number of the Premises to which said wires lead, the purpose for which said wires are used, and the name of the company operating same.
10. LESSEE, its agents, servants or employees, shall not:
  - (a) go on the roof of the Parkade;
  - (b) use any additional method of heating or air conditioning the Premises;
  - (c) sweep or throw any dirt or other substance from the Premises into any of the halls, corridors, elevators, or stairways of the Parkade;
  - (d) bring in or keep in or about the Premises any vehicles or animals of any kind;

- (e) install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Parkade;
  - (f) place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Parkade;
  - (g) use the Premises for any manufacturing, storage or sale of merchandise or property of any kind;
  - (h) cause or permit unusual or objectionable odor to be produced or permeate from the Premises, including, without limitation, duplicating or printing equipment fumes;
  - (i) install or operate any vending machines in the Premises without LESSOR'S prior written consent; or
  - (j) permit operation of any musical or sound producing instrument or device which may be heard outside the Premises or Parkade, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Parkade.
- 
11. LESSEE shall not store or use any hazardous substance in the Premises without LESSOR'S prior written consent, including for illustration purposes: (a) ether, naphtha, phosphorous, benzene, gasoline, petroleum, crude or refined earth or coal oils, flashlight powder, kerosene or camphene; (b) any flammable, combustible, explosive or illuminating fluid, gas or material of any kind; or (c) any fluid, gas or material of any kind having an offensive odor, without LESSOR'S prior written consent.
  12. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Parkade, and LESSEE shall cooperate with LESSOR in preventing and eliminating same.
  13. LESSEE shall promptly notify LESSOR of all damage to or defects in air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of the Parkade.
  14. If the Premises becomes infested with pests or vermin, LESSEE, at its sole cost and expense, shall cause such pests or vermin to be exterminated from time to time to the satisfaction of LESSOR, and shall employ such exterminators as shall be approved by LESSOR.
  15. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the Premises or of the Parkade without LESSOR'S prior written consent.
  16. LESSEE shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. LESSOR may prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Parkade. Heavy objects shall stand on such platform as determined by LESSOR to be necessary to properly distribute the weight, which platform shall be provided at LESSEE'S sole expense. Business machines and mechanical equipment belonging to LESSEE, which cause noise or vibration that may be transmitted to the structure of the Parkade or to any space therein to such a degree as to be objectionable to LESSOR or to any tenant in the Parkade, shall be placed and maintained by LESSEE, at

LESSEE'S sole expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. LESSOR shall not be responsible for the loss or damage of any such equipment or other property for any cause. LESSEE shall pay LESSOR immediately upon demand all costs of damage done to the Parkade by maintaining or moving such equipment or other property.

17. LESSEE shall not waste electricity, water or air conditioning, shall cooperate with LESSOR to assure the most efficient operation of the Parkade's heating and air conditioning, shall comply with governmental energy saving rules, laws or regulations of which LESSEE has actual notice, and shall refrain from attempting to adjust controls. LESSEE shall keep corridors and window coverings closed at the end of each business day.
18. LESSOR may prohibit any advertising by LESSEE which, in LESSOR'S opinion, tends to impair the reputation of LESSOR or of the Parkade, or its desirability as a Parkade for existing or prospective tenants who require the highest standards of integrity and respectability. Upon written notice from LESSOR, LESSEE shall immediately refrain from or discontinue such advertising.
19. LESSEE shall be responsible for the acts and omissions of its associates, employees, agents and any other person entering the Parkade or the Premises under the express or implied invitation of LESSEE. LESSEE shall cooperate with LESSOR to assure compliance by all such parties with these Rules and Regulations.
20. LESSOR may make reasonable amendments, modifications and additions to these Rules and Regulations, and make additional reasonable rules and regulations, as in LESSOR'S sole judgment may be needed from time to time for the safety, care, cleanliness and preservation or good order of the Parkade.
21. A request by LESSEE will be attended to only upon application at the office of the Parkade. Employees of LESSOR shall not perform any work or do anything outside of their regular duties unless under special instructions from LESSOR. No employee is authorized to admit any person (LESSEE or otherwise) to any leased premises without specific instructions from LESSOR.
22. LESSOR may, without notice and without liability to LESSEE, change the name and the street address of the Parkade of which the Premises are a part. LESSOR shall pay for all reasonable costs incurred by LESSEE as a result of changing the street address of the Parkade, unless the change is requested by an authorized governmental agency.
23. LESSOR may waive any one or more of these Rules and Regulations for the benefit of any tenant. No such waiver by LESSOR shall be construed as a waiver of such Rules and Regulations in favor of LESSEE or any other tenant, or prevent LESSOR from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Parkade.
24. LESSEE assumes all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises

secured. LESSEE shall comply with all safety and fire protection evacuation procedures and regulations established by LESSOR or any governmental agency.

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2009

PRODUCER (858) 541-2900  
Vanorsdale Insurance Services  
4909 Murphy Canyon Road, Suite 510  
San Diego, CA 92123

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Allen's Flowers & Plants  
5609 Lake Murray Blvd.  
La Mesa, CA 91942

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance Company	
INSURER B: Insurance Co of the West	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7813488617	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP7813488617	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WSD500039301	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

Centre City Development Corp.  
OCT 23 2009

Orig. To: Copy To:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Except 10 days notice of cancellation for non-payment of premium.  
 The Redevelopment Agency of the City of San Diego, and its elected officials, officers, employees, representatives, and agents are named as additional insured/landlord in regards to property located at 620 Market Street, San Diego, CA 92101, endorsement to follow from carrier.

CERTIFICATE HOLDER	CANCELLATION
CCDC 401 B Street, Suite 400 San Diego, CA 92101-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>John O. ...</i>



ATTACHMENT C

**FIRST AMENDMENT TO PARK-IT-ON-MARKET LEASE**

THIS FIRST AMENDMENT TO PARK-IT-ON-MARKET LEASE ("Amendment") is entered into by and between the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body, corporate and politic, organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California ("LESSOR"), as lessor, and MAX LEVY and BRAD LEVY, individuals doing business as "Allen's Flowers and Plants" (collectively and jointly and severally, "LESSEE"), as lessee, to be effective as of Sept 2, 2010 (the "Effective Date"), upon execution by the parties and approval by the San Diego City Attorney, as follows:

**RECITALS**

- A. LESSOR and LESSEE are parties to that certain PARK-IT-ON-MARKET LEASE (the "Lease") dated November 5, 2009.
- B. LESSEE would like to include within the definition of "Premises" approximately 320 additional square feet of space known as the "mechanical cage" on the first floor of the Parkade above their store, needed to install a condenser for their in-store refrigerator.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

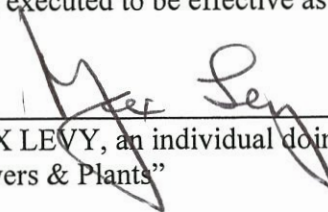
- 1. **Premises**. Section 1 (e) of the Lease shall be replaced with the following:
  - e. **"Premises" shall mean shall mean that portion of the ground floor of the Parkade comprised of approximately 1,744 rentable square feet, and as more particularly described in Exhibit A: Premises, attached hereto, together with approximately 320 square feet of space commonly known as the "mechanical cage" and located on the first floor of the Parkade.**

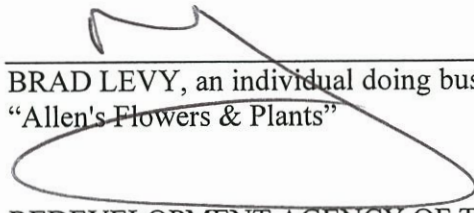
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2. No Other Changes. Except as may render the terms of this Amendment inoperable, all other terms and conditions of the Lease shall remain in full force and effect. Any conflict between the terms and conditions of the Lease and those of this Amendment shall be resolved in favor of this Amendment.

IN WITNESS WHEREOF, this Amendment is executed to be effective as of the Effective Date.

Date: 8/25/10

  
\_\_\_\_\_  
MAX LEVY, an individual doing business as "Allen's Flowers & Plants"

  
\_\_\_\_\_  
BRAD LEVY, an individual doing business as "Allen's Flowers & Plants"

Date: 8/25/10

REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, a public body, corporate and politic, organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California

BY: THE CITY OF SAN DIEGO, a California municipal corporation, Agent

By:   
\_\_\_\_\_  
Frank J. Alessi, Agent

APPROVED AS TO FORM AND LEGALITY:

Date: 9/2/10

JAN I. GOLDSMITH, City Attorney

BY:   
\_\_\_\_\_

Name: **Brock Ladewig**  
Title: **Deputy City Attorney**

RA mty  
4/13/10  
RA stem  
8

REDEVELOPMENT AGENCY OF

THE CITY OF SAN DIEGO

RESOLUTION NUMBER R- 04507

DATE OF FINAL PASSAGE APR 21 2010

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO APPROVING A FIRST AMENDMENT TO THE LEASE WITH MAX LEVY AND BRAD LEVY DOING BUSINESS AS ALLEN'S FLOWERS AND PLANTS, INC. IN CONNECTION WITH THE OPERATION OF ALLEN'S FLOWER SHOP LOCATED AT 620 MARKET STREET, CITY OF SAN DIEGO, STATE OF CALIFORNIA, IN THE EAST VILLAGE REDEVELOPMENT DISTRICT OF THE EXPANSION SUB AREA OF THE CENTRE CITY REDEVELOPMENT PROJECT.

WHEREAS, the Redevelopment Agency of the City of San Diego [Agency] is involved in activities necessary to carry out and implement the Redevelopment Plan for the Centre City Redevelopment Project [Project Area]; and

WHEREAS, in order to carry out and implement the Redevelopment Plan for the Project Area, the Agency entered into a Lease with Max Levy and Brad Levy doing business as Allen's Flowers and Plants, Inc. [Lessee] for the operation of Allen's Flower Shop located at 620 Market Street, City of San Diego, State of California, in the East Village Redevelopment District of the Expansion Sub Area of the Project Area; and

WHEREAS, the real property leased under the Lease is owned by the Agency and consists of approximately 1,744 square-feet [Leased Premises] located on the ground floor of the 500-space Park-it-on-Market parking facility [Parkade]; and

WHEREAS, Lessee has requested a First Amendment to the Lease in order to include as part of the Leased Premises approximately 320 additional square feet of space known as the

“mechanical cage” located on the first floor of the Parkade and above Allen’s Flower Shop in order to install a condenser for an in-store refrigerator; and

WHEREAS, pursuant to the Parking Structure Operating Agreement executed by the Agency and the City of San Diego [City] on August 1, 1999, the City serves as the Agency’s agent for the purposes of managing and administering the operations of the Parkade, including the Leased Premises; and

WHEREAS, in accordance with Section 33431 of the California Health and Safety Code, the Agency published for and conducted a public hearing on the proposed First Amendment to the Lease; and

WHEREAS, the Agency has duly considered all terms and conditions of the First Amendment to the Lease and determines that said First Amendment is in the best interests of the City and the Project Area, and the health, safety, morals and welfare of its residents, and is in accord with the public purposes and provisions of applicable state and local law and requirements; NOW, THEREFORE,

BE IT RESOLVED, by the Redevelopment Agency of the City of San Diego [Agency] as follows:


1. That the Agency hereby approves the First Amendment to the Lease with Max Levy and Brad Levy doing business as Allen’s Flowers and Plants, Inc. [Lessee] in connection with the operation of Allen’s Flower Shop.
2. That the Agency hereby authorizes the Executive Director or designee to execute the First Amendment to the Lease, a copy of which when executed by the Agency, shall be placed on file in the office of the Secretary of the Agency as Document No. 04507.

3. That the Agency hereby authorizes the Executive Director or designee, on behalf of the Agency, to sign all documents necessary and appropriate to carry out and implement the Lease as amended by this First Amendment and to administer the Agency's obligations, responsibilities and duties to be performed thereunder.

4. That, pursuant to the Parking Structure Operating Agreement executed by the Agency and the City of San Diego [City] on August 1, 1999, the Agency hereby authorizes the City or its designee, by itself or acting through the Centre City Development Corporation, for and on behalf of the Agency, to execute the First Amendment to the Lease and all documents necessary and appropriate to carry out and implement the terms of the Lease as amended by this First Amendment and to administer the Agency's obligations, responsibilities and duties to be performed thereunder.

APPROVED: JAN I. GOLDSMITH, General Counsel

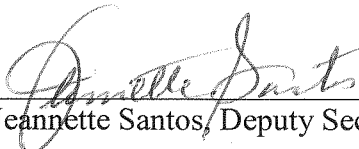
By

  
Kendall D. Berkey  
Deputy General Counsel

KDB:nda  
02/26/10  
Or.Dept:CCDC  
RA-2010-68  
MMS#11640

I hereby certify that the foregoing Resolution was passed by the Redevelopment Agency of the City of San Diego, at this meeting of APR 13 2010

REDEVELOPMENT AGENCY

By   
Jeannette Santos, Deputy Secretary

Approved: 4-21-10  
(date)

  
JERRY SANDERS, Executive Director

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Executive Director

Passed by the Redevelopment Agency of The City of San Diego on APR 13 2010, by the following vote:

Agency Members	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carl DeMaio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donna Frye	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ben Hueso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

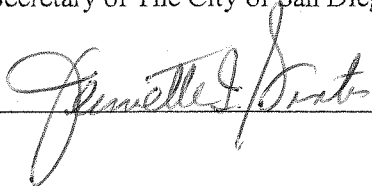
Date of final passage APR 21 2010

AUTHENTICATED BY:

JERRY SANDERS  
Executive Director of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND  
Secretary of The City of San Diego, California.

By , Deputy

Office of the Redevelopment Agency, San Diego, California

Resolution Number R- 04507

**LEASE**

**620 Market Street, San Diego, California 92101**

This Lease ("Lease") is entered into by and between CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, A FORMER PUBLIC BODY, CORPORATE AND POLITIC ("SUCCESSOR AGENCY") and BRAD AND MARILYN LEVY, INDIVIDUALS DBA ALLEN'S FLOWERS AND PLANTS, LLC ("LESSEE"), as lessee, to be effective as of December 1, 2024, ("Effective Date"), when signed by the parties and approved by the San Diego City Attorney:

1. Property. The land and improvements located at the northeast corner of Sixth Avenue and Market Street in San Diego, California, and commonly known as "Park it on Market," a 500-space public parking garage with street level retail uses (the "Property").
2. Premises. A portion of the Property, known as 620 Market Street, San Diego, CA 92101, consisting of approximately 1,744 rentable square feet (the "Retail" space), and use of approximately 100 square feet of unrentable space within a non-exclusive mechanical equipment area on the second level of the Property (the "condenser" space), as further described in EXHIBIT A (collectively, the "Premises"). SUCCESSOR AGENCY leases to LESSEE and LESSEE leases the Premises from SUCCESSOR AGENCY. LESSEE acknowledges and agrees that the square footage figures set forth in this Lease are approximations for reference only, that these approximations are reasonable, and shall not be subject to revision except with an actual physical change in the Premises.
3. Use. Uses of Premises shall be limited to the sale and delivery of flowers, plants, fruit baskets, and other services and products typical of a florist or other related uses as may be approved in writing in advance by the SUCCESSOR AGENCY.
4. SUCCESSOR AGENCY'S Consent, Discretion. Whenever required or permitted under this Lease, SUCCESSOR AGENCY'S consent or approval shall mean the written consent or approval of the Mayor of the City of San Diego, or his or her or their designee ("Mayor"), unless otherwise expressly provided. SUCCESSOR AGENCY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
5. Term of the Lease. The term of this Lease shall commence on the Effective Date and continue until November 30, 2027 ("Termination Date").
6. Transfer of Lease from SUCCESSOR AGENCY to City of San Diego. Pursuant to the SUCCESSOR AGENCY'S approved Amended and Restated Long Range Property Management Plan, the SUCCESSOR AGENCY is to retain ownership of the Property, as required by the Bond Covenants associated with Parking Revenue Bonds used to finance



construction of the improvements, until such time as the covenants terminate which is September 1, 2025. As of September 1, 2025, the SUCCESSOR AGENCY shall transfer ownership of the Property to the City of San Diego ("City"). Upon recordation of a Grant Deed with the County Recorder of the County of San Diego transferring ownership of the Property from the SUCCESSOR AGENCY to the City, the City shall assume all rights and obligations under the Lease and the SUCCESSOR AGENCY shall have no further rights or obligations under the Lease. SUCCESSOR AGENCY and City shall enter into an Assignment and Assumption Agreement, in the form of Exhibit C, attached to this Lease, in which the SUCCESSOR AGENCY assigns, and the City assumes all rights and obligations under the Lease.

7. Rent. LESSEE shall pay the monthly rent in the amount of \$5,983.00, based on a rate of approximately \$3.43 per square foot per month. Payment of Rent under this Lease shall not include any parking rights or fees. LESSEE may opt to rent a space in the garage at regular market rates.
8. Time and Place of Payment. LESSEE shall pay rent monthly in advance on or before the first day of each calendar month during the Term. Checks shall be made payable to "City of San Diego as Successor Agency" and delivered or mailed to the office of Civic San Diego, 8989 Rio San Diego Drive, Suite 100, San Diego, CA 92108.
9. Delinquent Payments. If LESSEE fails to pay rent five (5) calendar days after any such rent is due, LESSEE shall pay the delinquent rent plus a late fee equal to five percent (5%) of the delinquent rent. If rent remains unpaid after 15 calendar days past due, the late fee shall be increased to ten percent (10%) of the delinquent rent, which LESSEE shall pay in addition to the delinquent rent. The parties agree that such late fees are appropriate to compensate LESSOR for loss resulting from rental delinquency and the cost of servicing delinquent account. In no event shall fee be less than one hundred dollars (\$100). All late fees shall be immediately due and payable as and when incurred.
10. Security Deposit. No later than the Effective Date of this Lease, LESSEE shall provide to SUCCESSOR AGENCY a security deposit in an amount equal to one month's rent, the amount of (\$5,983). SUCCESSOR AGENCY shall not be liable to LESSEE for any interest thereon. Any interest earned from such deposit shall not become part of the security deposit but shall be and remain the property of SUCCESSOR AGENCY. All or any portion of the security deposit shall be available unconditionally to SUCCESSOR AGENCY to cure, in whole or in part, any breach or default of this Lease by LESSEE, or for expenses incurred by SUCCESSOR AGENCY as a result of LESSEE'S breach or default of this Lease. LESSEE shall maintain the security deposit throughout the Term.
  - 9.1 Utilization. If SUCCESSOR AGENCY utilizes all or any portion of the security deposit, upon 10 days prior written notice, LESSEE shall reimburse the security deposit to the full required amount.

- 9.2 Increase. Upon thirty (30) days prior written notice by SUCCESSOR AGENCY, LESSEE shall deliver to SUCCESSOR AGENCY additional funds as SUCCESSOR AGENCY may, in its sole determination, require to adequately secure LESSEE' S obligations under this Lease.
- 9.3 Return. Provided LESSEE is not in breach or default of this Lease, SUCCESSOR AGENCY shall return the security deposit, or any balance thereof, to LESSEE within sixty (60) days after the expiration or termination of this Lease.
10. Extension Period. None.
11. Option to Extend. None.
12. Early Termination. LESSEE acknowledges and agrees that SUCCESSOR AGENCY may, in its sole discretion and with notice to LESSEE terminate this Lease upon ninety (90) days prior written notice. SUCCESSOR AGENCY shall not be obligated for any loss, financial or otherwise, which may be incurred by LESSEE as a result of such termination of this Lease.
13. No Holdover. If LESSEE continues to occupy the Premises after the Termination Date, such occupancy shall neither constitute a renewal or extension of this Lease pursuant to Civil Code Section 1945 or otherwise, nor give LESSEE any right in or to the Premises. If LESSEE continues to occupy the Premises after the Termination Date, SUCCESSOR AGENCY or City may demand and receive from LESSEE monthly rent for the Premises calculated on a per diem basis using the fair-market-rental rate for the Premises determined as of the Termination Date by an appraiser selected by SUCCESSOR AGENCY, in its sole and absolute discretion. SUCCESSOR AGENCY's acceptance of any such monthly rent shall not constitute a renewal or extension of this Lease pursuant to Civil Code Section 1945 or otherwise, nor give LESSEE any right in or to the Premises.
14. Prohibited Uses. LESSEE shall not: (a) use the Premises except as permitted under this Lease; (b) make any alterations or changes to the Premises; (c) effect any repairs to the Premises without SUCCESSOR AGENCY'S prior consent; (d) allow or permit any liens or encumbrances to be placed on any portion of the Property; (e) operate or use any machine or device which results in excess use of utilities; (f) use the Premises in any manner which may create a health, safety, or fire hazard; (g) fail to pay all taxes assessed against LESSEE related to its tenancy, use or occupancy of the Premises; or (h) fail to obey the Property's "Rules and Regulations," as may be amended from time to time, attached to this Lease as EXHIBIT B.
15. Services. The rent payable under this Lease shall include payment for utilities for the Property common areas and janitorial services for the Property common areas.

16. Keys. LESSEE has possession of keys for the Premises. Keys shall not be duplicated except by SUCCESSOR AGENCY at LESSEE'S sole cost. LESSEE shall pay to SUCCESSOR AGENCY ten dollars (\$10) per key duplicated. LESSEE assumes the risk of lost keys. LESSEE shall pay SUCCESSOR AGENCY all costs necessitated by a loss of any of LESSEE'S keys, including without limitation changing locks and providing keys to other tenants of the Property. Keys must be returned to SUCCESSOR AGENCY upon expiration or termination of the Lease, or LESSEE'S relocation within the Property.
17. Signs. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without SUCCESSOR AGENCY'S prior written consent. If any such unauthorized item is found on the Premises, LESSEE shall remove the item at its expense within twenty-four (24) hours' notice by SUCCESSOR AGENCY, or SUCCESSOR AGENCY may remove the item at LESSEE'S cost.
18. LESSEE'S Acceptance of Premises. LESSEE acknowledges that the Premises are in good order and condition and shall take possession of the Premises "as is." SUCCESSOR AGENCY has not made and makes no representation or warranty as to the condition or suitability of the Premises for LESSEE'S intended use and assumes no obligation to alter or improve the Premises. LESSEE has relied solely on its own independent investigations of the condition and suitability of the Premises, and is satisfied with the condition thereof, including but not limited to electrical and fire sprinkler systems, security, asbestos, air quality, and other environmental aspects, seismic and earthquake requirements, and compliance with the Americans with Disabilities Act and applicable zoning, municipal, county, state and federal laws, ordinances and regulations, and any covenants or restrictions of record. LESSEE shall maintain the Premises in good repair, and in a decent, safe, healthy and sanitary condition. LESSEE shall not make any alterations or additions to the Premises without SUCCESSOR AGENCY'S prior written consent. At the expiration or termination of this Lease, LESSEE shall surrender the Premises and any furniture provided under this Lease in as good condition and repair as when LESSEE received the Premises and such furniture, normal wear and tear excepted.
19. Entry and Inspection. SUCCESSOR AGENCY reserves and shall always have the right, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, to protect its interests in the Premises, or to inspect the operations conducted on the Premises. If SUCCESSOR AGENCY determines that the Premises are not in a decent, safe, healthy, and sanitary condition, SUCCESSOR AGENCY may, after ten (10) days prior notice to LESSEE, have any necessary maintenance work done at LESSEE'S sole expense. LESSEE shall pay SUCCESSOR AGENCY on demand any and all costs to put the Premises in a decent, safe, healthy, and sanitary condition. If at any time SUCCESSOR AGENCY determines that the Premises are not in a decent, safe, healthy, and sanitary condition, SUCCESSOR AGENCY may, at its discretion and without further notice, require LESSEE to file with SUCCESSOR AGENCY a faithful performance bond to assure prompt

correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in SUCCESSOR AGENCY'S opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligation on SUCCESSOR AGENCY or increase any of SUCCESSOR AGENCY'S obligations under this Lease.

20. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by LESSEE without SUCCESSOR AGENCY'S prior written approval. LESSEE shall not make any major structural or architectural design alterations to approved improvements, structures, or installations on the Premises without SUCCESSOR AGENCY'S prior written approval. This provision shall not relieve LESSEE of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. SUCCESSOR AGENCY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations.
21. Maintenance by SUCCESSOR AGENCY. SUCCESSOR AGENCY shall, at its own cost and expense, maintain in good condition and repair the structural elements of the Property containing the Premises.
22. Maintenance by LESSEE. Except as otherwise expressly provided in Section 21, Lessee shall at its own cost and expense keep and maintain the Premises and all personal property located in, on, or at the Premises in a good, safe, clean and organized condition, reasonable wear and tear excepted. LESSEE'S obligation to repair shall specifically include, but not be limited to, necessary repairs to the heating, ventilation, plumbing, and air conditioning systems, interior walls, floor coverings, ceilings, painting and maintenance of exterior walls, the interior and exterior portions of all doors, and patios or sidewalks for the Premises.
23. Security and Safety of Premises. LESSEE shall bear sole responsibility for the security and safety of the Premises during the Term. LESSEE shall be responsible for the maintenance, cleanup, and securing of the Premises LESSEE shall comply with all laws, at LESSEE'S sole cost and expense, with respect to maintaining the Premises in a safe and secure manner during the Term.
24. Indemnification. LESSEE shall protect, defend, indemnify, and hold SUCCESSOR AGENCY, Civic San Diego, the City of San Diego ("City") and their elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S occupancy, use, development, maintenance, or restoration of the Premises, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not

include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of SUCCESSOR AGENCY, Civic San Diego, the City and their elected officials, officers, employees, representatives, and agents.

25. Insurance. LESSEE shall deliver to Civic San Diego (which is the party managing this property on behalf of the SUCCESSOR AGENCY) a current certificate of insurance for:
- (1) Commercial General Liability Insurance (CGL), providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000);
  - (2) Workers' Compensation Insurance, as required by the applicable laws of the State of California for all of LESSEE'S employees who are subject to this Lease, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
- 25.1 Additional Insureds. Pursuant to a separate endorsement [CG20 IO (11/85) or equivalent form], "CIVIC SAN DIEGO," "CITY OF SAN DIEGO SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, A FORMER PUBLIC BODY, CORPORATE AND POLITIC," AND "CITY OF SAN DIEGO" (AND EACH OF THEIR RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS)," shall be named as additional insureds in all policies.
- 25.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by SUCCESSOR AGENCY, Civic San Diego, and the City.
- 25.3 Qualified Insurer(s). All insurance required by the terms of this Lease must be provided by insurers companies licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to SUCCESSOR AGENCY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet SUCCESSOR AGENCY requirements.
- 25.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE and must be disclosed and acceptable to SUCCESSOR AGENCY at the time evidence of insurance is provided.
- 25.5 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The

- policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease. LESSEE shall provide proof of continuing insurance at least annually during the Term. If insurance lapses or is discontinued for any reason, LESSEE shall immediately notify SUCCESSOR AGENCY and obtain replacement insurance as soon as possible.
- 25.6 Modification. To assure protection from and against the kind and extent of risk existing with the Premises or LESSEE'S use thereof, SUCCESSOR AGENCY, in its reasonable discretion, may require the revision of amounts and coverage at any time during the Term by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by SUCCESSOR AGENCY for new improvements, changed circumstances, or SUCCESSOR AGENCY'S reasonable re-evaluation of risk levels related to the Premises or LESSEE'S use thereof.
- 25.7 Accident Reports. LESSEE shall immediately report to SUCCESSOR AGENCY any accident causing property damage or injury to persons and related to the Premises or LESSEE'S use thereof. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 25.8 Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE'S insurable property related to the Premises or LESSEE'S use thereof in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver to SUCCESSOR AGENCY a certificate of such insurance.
26. Hazardous Substances. LESSEE shall not allow the illegal installation, storage, utilization, generation, sale, discharge or release of hazardous or otherwise regulated substances in, on, under, or from the Premises. LESSEE and LESSEE'S agents and contractors shall not install, store, utilize, generate, or sell any hazardous substance on the Premises without SUCCESSOR AGENCY'S prior written consent. LESSEE shall, prior to initiating any operations, obtain all required approvals, licenses and permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a hazardous substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a hazardous substance or hazardous waste.

- 26.1 Release. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to the State to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical waste, toxic substance or related material, petroleum, petroleum product or any "hazardous" or "toxic" material, substance, or waste defined by those or similar terms or regulated as such under any Law, any matter, waste, or substance subject to any Law regulating, relating to, or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property, or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor, or any form of energy, from whatever source.
- 26.2 Remediation. If LESSEE'S occupancy, use, development, maintenance, or restoration of the Premises results in a release of a hazardous substance, or petroleum related substance or its chemical constituents, LESSEE shall pay all costs of remediation and removal to the SUCCESSOR AGENCY's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 26.3 Removal. If LESSEE or LESSEE's contractor or agent has received approval and Leases to store, utilize, generate, or install, or otherwise bring hazardous materials or hazardous wastes to the Premises, LESSEE and/or LESSEE's contractor or agent shall remove all hazardous substances and hazardous wastes in any type of container, equipment, or device from the Premises immediately upon or prior to the expiration or termination of this Lease. SUCCESSOR AGENCY reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Premises. LESSEE shall be responsible for any and all costs incurred by SUCCESSOR AGENCY to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- 26.4 Indemnity. In addition to LESSEE's obligations to indemnify the parties under other provisions of this Lease, LESSEE shall protect, defend, indemnify, and hold SUCCESSOR AGENCY, Civic San Diego, and the City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S occupancy, use, development, maintenance, or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary SUCCESSOR AGENCY, Civic San Diego, and the City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages

- for injury to natural resources, LESSEE'S officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies. SUCCESSOR AGENCY shall protect, defend, indemnify, and hold LESSEE harmless from any and all claims, costs, and expenses related to environmental liabilities arising solely from conditions existing, or acts or omissions occurring prior to LESSEE'S occupancy of the Premises.
- 26.5 Notice of Release. If LESSEE knows or has reasonable cause to believe that a hazardous substance or petroleum related substance or its chemical constituents has been released on, from, or beneath the Premises, LESSEE shall immediately notify SUCCESSOR AGENCY and any appropriate regulatory or reporting agency per California Administrative Code Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to SUCCESSOR AGENCY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify SUCCESSOR AGENCY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.
- 26.6 Environmental Assessment. Upon reasonable cause to believe that LESSEE' S occupancy, use, development , maintenance, or restoration of the Premises ("LESSEE'S Operations"), resulted in any hazardous substance being released on, from or beneath the Premises, SUCCESSOR AGENCY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by LESSEE'S Operations on, in, from or under the Premises, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by SUCCESSOR AGENCY in its sole discretion, SUCCESSOR AGENCY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with environmental law and regulations are achieved, and LESSEE shall pay all costs and expenses, therefore.



27. Asbestos Disclosure. Portions of the structural components of the Property may contain asbestos. LESSEE acknowledges receipt of notice from SUCCESSOR AGENCY of the presence of such asbestos in accordance with Health and Safety Code Section 25915. LESSEE shall disclose to the appropriate parties the existence of asbestos on the Premises, as required by Health and Safety Code Section 25915. LESSEE shall protect, defend, indemnify and hold SUCCESSOR AGENCY, Civic San Diego, and the City harmless from any loss or claim which may result from the existence of asbestos on the Premises.
28. Asbestos. If either SUCCESSOR AGENCY or LESSEE makes improvements, alterations, or repairs to the Property or the Premises, the party causing such improvements, alterations, or repairs shall be responsible for any asbestos removal, management, or containment, and shall pay all costs associated therewith. Asbestos removal, management, or containment shall be conducted in accordance with all applicable laws and as approved by SUCCESSOR AGENCY. SUCCESSOR AGENCY reserves the right to inspect any improvements, alterations, or repairs to the Premises or the Property made by LESSEE. SUCCESSOR AGENCY may, at its discretion, station supervisory personnel at the work site to ensure that LESSEE'S obligations under this section are fulfilled. Each party shall coordinate with the other any improvement, alteration, or repair, and, except in the event of an emergency, the party responsible for such work shall provide written notice to the other party at least fifteen (15) days prior to commencing the work.
29. Common Areas. The term "common areas" shall mean all areas and facilities outside the Premises and within the exterior boundary line of the Property (including all interior utility raceways within the Property) that are provided and designated by the SUCCESSOR AGENCY from time to time for non-exclusive use by SUCCESSOR AGENCY, LESSEE, and other tenants of the Property.
- 29.1 LESSEE'S Rights. SUCCESSOR AGENCY grants to LESSEE during the Term, the non-exclusive license to use, in common with others, the common areas as they exist from time to time, subject to any rights reserved by SUCCESSOR AGENCY under this Lease.
- 29.2 Rules and Regulations (see EXHIBIT B). SUCCESSOR AGENCY shall have exclusive control and management of the common areas and may, from time to time, establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas, a current copy of which is attached as EXHIBIT B ("Rules and Regulations"). LESSEE shall abide by the Rules and Regulations, and shall cause its employees, suppliers, shippers, customers, contractors and invitees to abide by the Rules and Regulations. SUCCESSOR AGENCY, Civic San Diego, and the City shall not be responsible to LESSEE for any other tenant's non-compliance with the Rules and Regulations.

- 29.3 Changes. SUCCESSOR AGENCY may, in SUCCESSOR AGENCY'S sole discretion and from time to time, make changes to the common areas, including, without limitation, changes in the location, size, shape, and number of driveways, entrances, parking spaces, parking area, loading and unloading areas, ingress and egress, direction of traffic, landscaped areas, walkways, and utility raceways. SUCCESSOR AGENCY may temporarily close any common area for maintenance purposes, provided reasonable access to the Premises remains available. SUCCESSOR AGENCY may make improvements to the common areas and use the common areas while making improvements, alterations, or repairs to any part of the Property, and do and perform such other acts and make other changes in, to or with respect to the Property as SUCCESSOR AGENCY may deem appropriate.
30. Assignment and Subletting. LESSEE shall not assign this Lease or any interest in this Lease and shall not sublet the Premises or any part of the Premises, or any right or privilege appurtenant to the Premises, or allow any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part of the Premises, without SUCCESSOR AGENCY'S prior written consent, in each instance. SUCCESSOR AGENCY'S consent to any assignment, subletting, occupation, or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. Any assignment or subletting without SUCCESSOR AGENCY'S consent shall be void and shall, at SUCCESSOR AGENCY'S option, terminate this Lease. This Lease shall not, nor shall any interest in this Lease, be assignable as to the interest of LESSEE by operation of law, without SUCCESSOR AGENCY'S written consent. For the purposes of this section "assignment" shall include the transfer of any ownership interest in this Lease by LESSEE or by any partners, principals, or stockholders of LESSEE, as the case may be, from the original LESSEE.
31. Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, rules, and regulations, and direction by competent authority at LESSEE'S sole cost and expense. At least annually, LESSEE shall deliver to SUCCESSOR AGENCY copies of all documentary evidence of such compliance received by or otherwise available to LESSEE (e.g., validation of periodic inspection of LESSEE' S fire-suppression equipment in the Premises).
32. California Public Records Act. SUCCESSOR AGENCY shall determine, in its sole discretion, whether information provided by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act (CPRA). LESSEE shall hold SUCCESSOR AGENCY, Civic San Diego, the City and their elected officials, officers, and employees harmless for SUCCESSOR AGENCY' S, Civic San Diego's, or the City's disclosure of any such information in response to a request for information under the CPRA.

33. Equal Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease. LESSEE'S failure to maintain equal benefits shall be a default of this Lease.
34. Water Quality Assurances. LESSEE shall comply with San Diego Municipal Code Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices" including a "Stormwater Pollution Prevention Plan" as those terms are defined by the Stormwater Code (collectively, "Prevention Plan") and as approved by City under its Stormwater Management Program. Within the first thirty (30) days of the Term, LESSEE shall submit a Prevention Plan satisfactory to City that will control erosion and reduce the amount of "Pollutants," as defined by the Stormwater Code, and other sediments discharged from the Premises. City may review the Prevention Plan periodically. Within thirty (30) days after written notice from City requesting an update of the Prevention Plan, LESSEE shall submit an updated Prevention Plan to City's satisfaction. LESSEE shall implement all changes to the Prevention Plan as required by City and to ensure compliance with all applicable laws, ordinances, and regulations. LESSEE shall inform its employees, contractors, subcontractors, agents and vendors of the Prevention Plan and ensure their compliance therewith.
35. Nondiscrimination. LESSEE shall not discriminate on the basis of race, color, gender, gender expression, gender identity, religion, national origin, ancestry, ethnicity, sexual orientation, marital status, age, or disability in LESSEE's use of the Premises, including solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. LESSEE shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. LESSEE understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
36. Disabled Access Compliance. LESSEE shall comply with Title 24 of the California Code of Regulations (the "Building Code", as defined in Title 24 of the California Health and Safety Code), the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include the following:
- (1) LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment;
  - (2) No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE;

- (3) LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site;
  - (4) Where required by law, LESSEE shall, at LESSEE'S sole cost and in conformance with all applicable building codes, comply with City's disabled access requirements by making accessible any areas of the Premises which deny access to disabled persons; and
  - (5) LESSEE shall include language in each sublease agreement indicating the sublessee's agreement to abide by the foregoing provisions.
  - (6) LESSEE and each of its sublessees shall be individually responsible for their own ADA compliance program. LESSEE'S failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this Lease.
37. Taxes. LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Premises during the Term, including the land and any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of LESSEE'S occupancy, use, development, maintenance, or restoration of the Premises, including without limitation licensing and permitting costs and fees. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on that interest. LESSEE shall pay all such possessory interest taxes. LESSEE'S payment for such taxes, fees, and assessments shall not reduce any payment due to SUCCESSOR AGENCY.
38. Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner.
39. Cost Recovery. LESSEE shall pay to SUCCESSOR AGENCY administrative fees as required under SUCCESSOR AGENCY'S schedule of such fees as an offset to administrative costs incurred for SUCCESSOR AGENCY staff services that are of benefit to LESSEE. SUCCESSOR AGENCY shall process applicable requests upon receipt of LESSEE'S payment of such a fee. SUCCESSOR AGENCY, in its sole discretion, may update its fee schedule from time to time.
40. City Employee Participation Policy. City may unilaterally and immediately terminate this Lease if LESSEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a City officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of LESSEE for this Lease. It is not the intent of this policy that these provisions apply to members of the City Council.

41. Default and Remedies.

41.1 Default. LESSEE shall be in default of this Lease if any of the following occurs:

- (1) LESSEE fails to make any payment required under this Lease when due;
- (2) LESSEE breaches any of its obligations under this Lease, other than those requiring payment to SUCCESSOR AGENCY, and fails to cure the breach within thirty (30) days following written notice thereof from SUCCESSOR AGENCY, or if not curable within thirty (30) days, fails to commence to cure the breach within thirty (30) days and diligently pursue the cure to completion;
- (3) LESSEE voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;
- (4) LESSEE is adjudicated a bankruptcy; or
- (5) LESSEE makes a general assignment for the benefit of creditors.

41.2 Remedies. Upon LESSEE'S default, SUCCESSOR AGENCY may, at its option, give LESSEE, or any person claiming rights through LESSEE, a written notice to Pay or Quit within 30 days, or SUCCESSOR AGENCY may terminate the Lease and all rights of LESSEE, and all persons claiming rights through LESSEE, to the Premises or to possession of the Premises. Upon termination, SUCCESSOR AGENCY may enter and take possession of the Premises, and may recover from LESSEE the sum of:

- (1) the worth at the time of award of any unpaid rent that was due at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of rental loss, if any, that LESSEE affirmatively proves could have been reasonably avoided;
- (3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss, if any, that LESSEE affirmatively proves could be reasonably avoided;
- (4) any other amount necessary to compensate SUCCESSOR AGENCY for all the detriment proximately caused by LESSEE'S breach and default, or that in the ordinary course of things, would be likely to result; and

- (5) all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in clauses 41.2(1) and 41.2(2), above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause 41.2(3), above, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include rent and any other amounts payable by LESSEE under this Lease.

41.3 Default if Leasehold is Encumbered. If there is a SUCCESSOR AGENCY-approved deed of trust or mortgage on the leasehold interest, SUCCESSOR AGENCY shall give the mortgagee or beneficiary written notice of LESSEE'S default under this Lease, and the same mortgagee or beneficiary shall have thirty (30) days from the notice to cure the default, or, if the default is not curable within thirty (30) days, to commence to cure the default and diligently pursue the cure to completion. SUCCESSOR AGENCY may extend the cure period if the mortgagee or beneficiary uses reasonable diligence to pursue a cure. If the mortgagee or beneficiary chooses to cure the default through litigation or foreclosure, then SUCCESSOR AGENCY may exercise any of the following options:

- (1) SUCCESSOR AGENCY may correct the default and charge the costs to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after SUCCESSOR AGENCY'S notice of such costs to LESSEE, and mortgagee or beneficiary;
- (2) SUCCESSOR AGENCY may correct the default and pay the costs from the proceeds of any insurance fund held by SUCCESSOR AGENCY, SUCCESSOR AGENCY and LESSEE, or by SUCCESSOR AGENCY and mortgagee or beneficiary, or SUCCESSOR AGENCY may use the funds of any faithful performance or cash bond on deposit with SUCCESSOR AGENCY, or SUCCESSOR AGENCY may call on the bonding agent to correct the default or to pay the costs of correction performed by or at the direction of SUCCESSOR AGENCY; and
- (3) SUCCESSOR AGENCY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of early payoff of the related obligations by SUCCESSOR AGENCY. SUCCESSOR AGENCY may, as an alternative, substitute the terminated LESSEE with a new lessee reasonably satisfactory to the mortgagee or beneficiary. LESSEE shall pay to SUCCESSOR AGENCY all reasonable costs incurred by SUCCESSOR AGENCY in re-leasing to a new lessee.

If the default is non curable by LESSEE, then any lender holding a beneficial interest in the Premises, whose qualifications as an assignee have been approved by SUCCESSOR AGENCY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this Lease. If the mortgagee or beneficiary gives notice in writing of its election to substitute itself within the thirty (30) day period after receiving SUCCESSOR AGENCY'S written notice of a default, and the default, if curable, is cured by the mortgagee or beneficiary, then this Lease will not terminate pursuant to the default. In that event, SUCCESSOR AGENCY consents to the substitution and authorizes the mortgagee or beneficiary to perform under this Lease with all the rights, privileges, and obligations of LESSEE, subject to the curing of the default, if possible, by mortgagee or beneficiary. In that event, LESSEE shall assign to mortgagee or beneficiary all of its interest in and to the leasehold estate under this Lease.

41.4 Abandonment by LESSEE. If LESSEE breaches the Lease and abandons the property, this Lease shall continue in effect as long as SUCCESSOR AGENCY does not terminate this Lease, and SUCCESSOR AGENCY may enforce all of its rights and remedies under this Lease, including but not limited to the right to recover the rent as it becomes due, plus damages.

41.5 Waiver. Any waiver by SUCCESSOR AGENCY of a breach or default by LESSEE shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by SUCCESSOR AGENCY. SUCCESSOR AGENCY'S, Civic San Diego, and the City's delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy under this Lease. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. SUCCESSOR AGENCY'S, Civic San Diego, and the City's acceptance of any rents shall not be a waiver of any default preceding such payment. LESSEE acknowledges that the Premises are a part of SUCCESSOR AGENCY-owned property held in trust for the benefit of the citizens of the City of San Diego, and that any failure by SUCCESSOR AGENCY to discover a breach or default, or take prompt action to require the cure of any breach or default, shall not result in an equitable estoppel, but SUCCESSOR AGENCY shall at all times, have the legal right to require the cure of any breach or default. SUCCESSOR AGENCY'S acceptance of a partial payment of rent shall not constitute a waiver of the balance of the rent payment due.

42. Notices. Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, and addressed, respectively, as follows:

To Lessee: Allen's Flowers  
620 Market Street  
San Diego, CA 92101

Attention: Brad and Marilyn Levy  
[Brad@AllensFlowers.com](mailto:Brad@AllensFlowers.com)

To Lessor: City of San Diego, C/O Civic San Diego  
8989 Rio San Diego Drive, Suite 100  
San Diego, CA 92108

Any party entitled or required to receive notice under this Lease may, by notice, designate a different address to which notices shall be sent.

43. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
44. Number and Gender. Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense is required.
45. Captions. The section headings and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Lease.
46. Lease Modifications. Any modification, alteration, or amendment of this Lease shall be in writing and signed by all the parties.
47. Time is of the Essence. Time is of the essence in the performance of this Lease.
48. Survival. Any obligation which accrues under this Lease prior to its expiration or termination shall survive the expiration or termination of this Lease.
49. Governance. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California.
50. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
51. Successors and Assigns. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and jointly and severally bind the successors and assigns of the respective parties.
52. Entire Understanding. This Lease contains the entire understanding of the parties. There is no other written or oral understanding between the parties with respect to this Lease or the Premises. Each party has relied solely on its own examination of the Premises and advice



from its own attorneys and experts in entering into this Lease. No other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. No modification, amendment, or alteration of this Lease shall be valid unless it is in writing and signed by all parties. LESSEE shall pay to SUCCESSOR AGENCY an administrative fee for any modification, amendment or alteration of this Lease requested by LESSEE. Such administrative fees may be revised from time to time.

53. Authority to Contract. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, Limited Liability Company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

(Signatures on following page)

**SIGNATURE PAGE**

**LEASE**

**620 Market Street, San Diego, California 92101**

IN WITNESS WHEREOF, this Lease is signed by the authorized representatives of the parties to be effective as of the Effective Date:

CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS  
THE DESIGNATED SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF SAN  
DIEGO, A FORMER PUBLIC BODY, CORPORATE  
AND POLITIC  
A California municipal corporation

By: \_\_\_\_\_  
Christina Bibler  
Director  
Economic Development

Date: \_\_\_\_\_

ALLEN'S FLOWERS AND PLANTS, LLC

By: \_\_\_\_\_  
Brad Levy, Owner

By: \_\_\_\_\_  
Marilyn Levy, Owner

Date: \_\_\_\_\_

Approved as to form and legality:

MARA W. ELLIOTT, CITY ATTORNEY

BY: \_\_\_\_\_  
Marguerite Middaugh  
Deputy City Attorney

**EXHIBITS**

**LEASE**

**620 Market Street, San Diego, California 92101**

EXHIBIT A - PREMISES

EXHIBIT B - RULES AND REGULATIONS

**EXHIBIT A**  
**PREMISES**

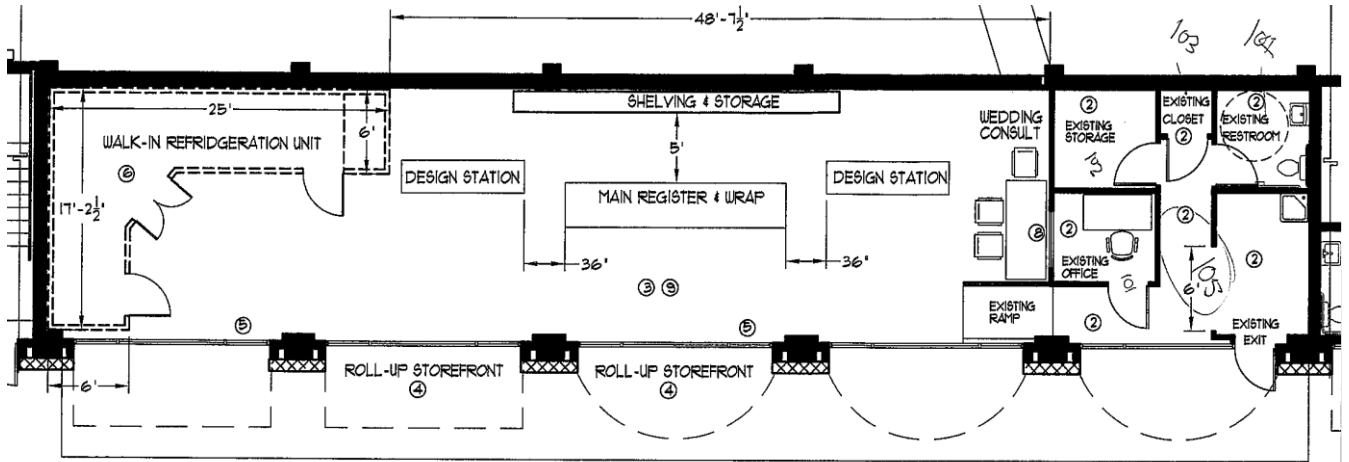


Figure 1 - Allen's Flowers  
620 Market Street  
(1,744 square feet)

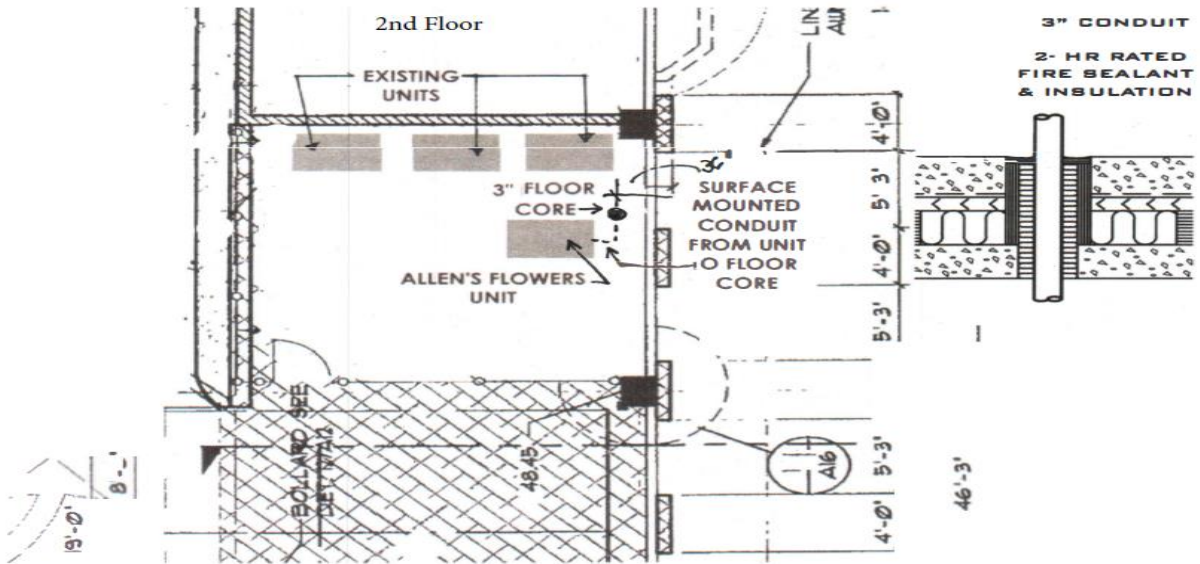


Figure 2 – Allen's Flowers  
Condenser Unit  
Park it on Market 2nd Floor

**EXHIBIT B**

**RULES AND REGULATIONS**

1. The sidewalks, entrances, halls, corridors, elevators and stairways of the Property and Premises shall not be obstructed or used as a waiting or lounging place by any tenant or any tenant's agent, servant, employee, invitee, licensee or visitor. Entrance doors leading from the Premises to the hallways shall not be propped or kept open at any time.
2. In case of invasion, riot, public excitement or other commotion, SUCCESSOR AGENCY, Civic San Diego, and the City may prevent access to the Property during the continuance of same. SUCCESSOR AGENCY, Civic San Diego, and the City shall in no case be liable for damages for the admission or exclusion of any person to or from the Property. SUCCESSOR AGENCY, Civic San Diego, and the City may exclude or expel from the Property any person who, in SUCCESSOR AGENCY's, Civic San Diego's, and the City's influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.
3. SUCCESSOR AGENCY may require payment of a reasonable charge for any additional keys requested by LESSEE. LESSEE shall not have any keys made for the Premises, alter any lock, or install new or additional locks or bolts on any door without SUCCESSOR AGENCY'S prior written consent. LESSEE shall provide SUCCESSOR AGENCY with a key for any such lock or bolt. Upon the expiration or termination of its tenancy, LESSEE shall deliver to SUCCESSOR AGENCY all keys in its possession for all locks and bolts in the Property. LESSEE shall pay to SUCCESSOR AGENCY immediately upon demand all costs related to LESSEE'S loss of any Property or Premises key or access card.
4. LESSEE shall permit SUCCESSOR AGENCY'S, Civic San Diego's, and the City's employees (or their agents' employees) to take care of and clean the Property. LESSEE shall not employ any person other than SUCCESSOR AGENCY'S, Civic San Diego's, or the City's employees (or their agents' employees) for such purpose. LESSEE shall not cause any unnecessary labor by reason of LESSEE'S carelessness or indifference in the preservation of good order and cleanliness of the Premises and the Property. If LESSEE must dispose of crates, boxes, etc., which will not fit into office waste paper baskets, it will be LESSEE'S responsibility to dispose of same. In no event shall LESSEE set such items in the public hallways or other common areas of the Property for disposal. LESSEE shall store all of its trash and garbage within its Premises or in facilities provided by SUCCESSOR AGENCY for that purpose. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by CITY or SUCCESSOR AGENCY.
5. SUCCESSOR AGENCY may prescribe the date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Property. No iron safe or other heavy or bulky object shall

be delivered to or removed from the Property, except by experienced safe person, movers or riggers approved in writing in advance by SUCCESSOR AGENCY. LESSEE shall pay SUCCESSOR AGENCY immediately upon demand for all damage done to the Property by the delivery or removal of such items, or by reason of their presence in the Property. Unless equipped with rubber tires, no hand trucks shall be used in any space, or in the public halls of the Property, either by LESSEE, jobbers, or others in the delivery or receipt of merchandise. Any Property freight elevator shall be available for use by all tenants in the Property. LESSEE'S initial move-in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall be subject to such reasonable scheduling as SUCCESSOR AGENCY, in its discretion, shall deem appropriate. Unless otherwise agreed to in writing by SUCCESSOR AGENCY, deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which impede or interfere with other tenants or the operations of the Property.

6. LESSEE shall not cover or obstruct the walls, partitions, skylights, windows, doors, and transoms that reflect or admit light into passageways or into any other part of the Property.
7. The restroom, toilet, urinal, wash bowls, drains and water apparatus shall not be used for any purpose other than that for which they were constructed or installed, and no sweepings, rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein. LESSEE shall pay SUCCESSOR AGENCY immediately upon demand all costs related to any breakage, stoppage or damage resulting from violation of this rule by LESSEE or any of LESSEE'S agents, employees, invitees, licensees or visitors.
8. No sign, name, placard, advertisement or notice visible from the exterior of any Premises, shall be inscribed, painted or affixed by LESSEE on any part of the Property without the prior written approval of SUCCESSOR AGENCY. All signs or letterings on doors, or otherwise, must be approved by SUCCESSOR AGENCY and shall be inscribed, painted or affixed by a person approved by SUCCESSOR AGENCY at LESSEE'S sole cost and expense.
9. No signaling, telegraphic or telephonic instruments or devices, burglar alarm systems or similar service, or other wire, instruments or devices, shall be installed in or on the Premises without SUCCESSOR AGENCY'S prior written approval. Such installations, and the boring or cutting for wires, shall be made at LESSEE'S sole cost and expense and under the control and direction of SUCCESSOR AGENCY. SUCCESSOR AGENCY may require: (a) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Property; (b) the changing of wires and of their installation and arrangement underground or otherwise as SUCCESSOR AGENCY may direct; and (c) compliance on the part of all using or seeking access to such wires with such rules as SUCCESSOR AGENCY may establish. All such wires used by LESSEE must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Property,

with the number of the Premises to which the wires lead, the purpose for which the wires are used, and the name of the company operating same.

10. LESSEE, its agents, servants or employees, shall not:
  - (a) Go on the roof of the Property;
  - (b) Use any additional method of heating or air conditioning in the Premises;
  - (c) Sweep or throw any dirt or other substance from the Premises into any of the halls, corridors, elevators, or stairways of the Property;
  - (d) Bring in or keep in or about the Premises any vehicles or animals of any kind;
  - (e) Install any radio or television antennae or any other device or item on the roof, exterior walls, windows or windowsills of the Property;
  - (f) Place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Property;
  - (g) Use the Premises for any manufacturing, storage or sale of merchandise or property of any kind;
  - (h) Cause or permit unusual or objectionable odor to be produced or permeate from the Premises, including, without limitation, duplicating or printing equipment fumes;
  - (i) Install or operate any vending machines in the Premises without SUCCESSOR AGENCY'S prior written consent; or
  - (j) Permit operation of any musical or sound producing instrument or device which may be heard outside the Premises or Property, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Property.
11. LESSEE shall not store or use any hazardous substance in the Premises without SUCCESSOR AGENCY'S prior written consent, including for illustration purposes: (a) ether, naphtha, phosphorous, benzene, gasoline, petroleum, crude or refined earth or coal oils, flashlight powder, kerosene or camphene; (b) any flammable, combustible, explosive or illuminating fluid, gas or material of any kind; or (c) any fluid, gas or material of any kind having an offensive odor, without SUCCESSOR AGENCY'S prior written consent.
12. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Property, and LESSEE shall cooperate with SUCCESSOR AGENCY in preventing and eliminating same.
13. LESSEE shall promptly notify SUCCESSOR AGENCY of all damage to or defects in air conditioning equipment, plumbing, electrical facilities or any part or appurtenance of the Property.

14. If the Premises become infested with pests or vermin, LESSEE, at its sole cost and expense, shall cause such pests or vermin to be exterminated from time to time to the satisfaction of SUCCESSOR AGENCY, and shall employ such exterminators as shall be approved by SUCCESSOR AGENCY.
15. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the Premises or of the Property without SUCCESSOR AGENCY'S prior written consent.
16. LESSEE shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, and which is allowed by law. SUCCESSOR AGENCY may prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Property. Heavy objects shall stand on such platform as determined by SUCCESSOR AGENCY to be necessary to properly distribute the weight, which platform shall be provided at LESSEE'S sole expense. Business machines and mechanical equipment belonging to LESSEE, which cause noise or vibration that may be transmitted to the structure of the Property or to any space therein to such a degree as to be objectionable to SUCCESSOR AGENCY or to any tenant in the Property, shall be placed and maintained by LESSEE, at LESSEE'S sole expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. SUCCESSOR AGENCY shall not be responsible for the loss or damage of any such equipment or other property for any cause. LESSEE shall pay SUCCESSOR AGENCY immediately upon demand all costs of damage done to the Property by maintaining or moving such equipment or other property.
17. LESSEE shall not waste electricity, water or air conditioning, shall cooperate with SUCCESSOR AGENCY to assure the most efficient operation of the Property's heating and air conditioning, shall comply with governmental energy saving rules, laws or regulations of which LESSEE has actual notice, and shall refrain from attempting to adjust controls. LESSEE shall keep corridors and window coverings closed at the end of each business day.
18. SUCCESSOR AGENCY may prohibit any advertising by LESSEE which, in SUCCESSOR AGENCY 'S opinion, tends to impair the reputation of SUCCESSOR AGENCY, City or of the Property, or its desirability for existing or prospective tenants who require the highest standards of integrity and respectability. Upon written notice from SUCCESSOR AGENCY, LESSEE shall immediately refrain from or discontinue such advertising.
19. LESSEE shall be responsible for the acts and omissions of its associates, employees, agents and any other person entering the Property or the Premises under the express or implied invitation of LESSEE. LESSEE shall cooperate with SUCCESSOR AGENCY to assure compliance by all such parties with these Rules and Regulations.



20. SUCCESSOR AGENCY may make reasonable amendments, modifications and additions to these Rules and Regulations, and make additional reasonable rules and regulations, as in SUCCESSOR AGENCY'S sole judgment may be needed from time to time for the safety, care, cleanliness and preservation or good order of the Property.
21. A request by LESSEE will be attended to only upon application at the office of the Property. Employees of SUCCESSOR AGENCY shall not perform any work or do anything outside of their regular duties unless under special instructions from SUCCESSOR AGENCY. No employee is authorized to admit any person (LESSEE or otherwise) to any leased premises without specific instructions from SUCCESSOR AGENCY.
22. SUCCESSOR AGENCY may, without notice and without liability to LESSEE, change the name and the street address of the Property of which the Premises are a part. SUCCESSOR AGENCY shall pay for all reasonable costs incurred by LESSEE as a result of changing the street address of the Property, unless the change is requested by an authorized governmental agency.
23. LESSEE shall not obtain for use upon the Premises ice, towel or other similar services or accept barbering or shoe polishing services on the Premises, except from persons authorized by SUCCESSOR AGENCY and at the hours and under regulations fixed by SUCCESSOR AGENCY.
24. SUCCESSOR AGENCY may waive any one or more of these Rules and Regulations for the benefit of any tenant. No such waiver by SUCCESSOR AGENCY shall be construed as a waiver of such Rules and Regulations in favor of LESSEE or any other tenant or prevent SUCCESSOR AGENCY from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Property.
25. LESSEE assumes all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises secured. LESSEE shall comply with all safety and fire protection evacuation procedures and regulations established by SUCCESSOR AGENCY or any governmental agency.

**EXHIBIT C**

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT  
FOR  
ALLEN'S FLOWERS AND PLANTS  
620 Market Street**

THIS ASSIGNMENT and Assumption of Lease Agreement (“**Assignment**”) is made as of \_\_\_\_\_ (the “Effective Date”) by and between CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, A FORMER PUBLIC BODY, CORPORATE AND POLITIC (“**Assignor**”), and THE CITY OF SAN DIEGO, a municipal corporation, for the Allen’s Flowers and Plants property at 620 Market Street, San Diego, CA (“**Assignee**”).

**RECITALS**

A. Allen’s Flowers and Plants, LLC, a California Corporation (“**Lessee**”), entered into that certain Flat Rate Lease for 620 Market Street in the Park it on Market Garage dated \_\_\_\_\_, 2024 (“**Lease**”), by and between Lessee and Assignor.

B. The Lease pertains to a portion of the ground floor of the property (“**Property**”) commonly known as “Park It On Market” (PIOM) and located at the northeast corner of Sixth Avenue and Market Street, San Diego, California. Pursuant to the Lease, Assignor leases to Lessee a portion of the ground floor of Property known as 620 Market Street, San Diego, CA 92101 (“**Premises**”), consisting of approximately 1,744 rentable square feet and an additional unrentable space on the second floor of the Garage known as the Condenser Unit, as shown on Exhibit A.

C. As a Former Redevelopment Agency property, the PIOM is included in the Successor Agency’s Amended and Restated Long Range Property Management Plan (ARPMP) and as such must ultimately be disposed of in accordance with redevelopment dissolution law.

D. The approved ARPMP states that the Successor Agency must retain ownership of PIOM until such time as the bond covenants associated with Parking Revenue Bonds recorded against the property have expired (September 1, 2025), at which time the Successor Agency is to transfer the property to the City of San Diego.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of this Assignment, which shall occur concurrently with the full execution of this Assignment by the Assignor and Assignee, Assignor assigns all of its rights and obligations under the Lease to Assignee.

2. Acceptance and Assumption. Assignee accepts the assignment of the Lease from Assignor and assumes all of the rights and obligations under the Lease arising from and after the date of this Assignment. Assignor and Assignee acknowledge that such assignment and acceptance shall not relieve Assignor of its duty to comply with the Lease. Assignee agrees to assume all of the rights and obligations in accordance with the Lease.

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

4. Assignor represents that the Lease is in full force and effect and that, to Assignor's knowledge, no default exists under the Lease, nor any acts or events which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease.

5. Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7. This Assignment shall be binding upon and insure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

8. This assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed and delivered this Assignment as of the day and year written above.

“ASSIGNOR”

CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY  
AS THE DESIGNATED SUCCESSOR AGENCY TO  
THE REDEVELOPMENT AGENCY OF THE CITY  
OF SAN DIEGO, A FORMER PUBLIC BODY,  
CORPORATE AND POLITIC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“ASSIGNEE”

THE CITY OF SAN DIEGO,  
AS A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned, as Lessor under the Lease, hereby consents to this Assignment of the Lease by Assignor to Assignee.

THE CITY OF SAN DIEGO, solely in its capacity as the designated Successor Agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic, a California municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

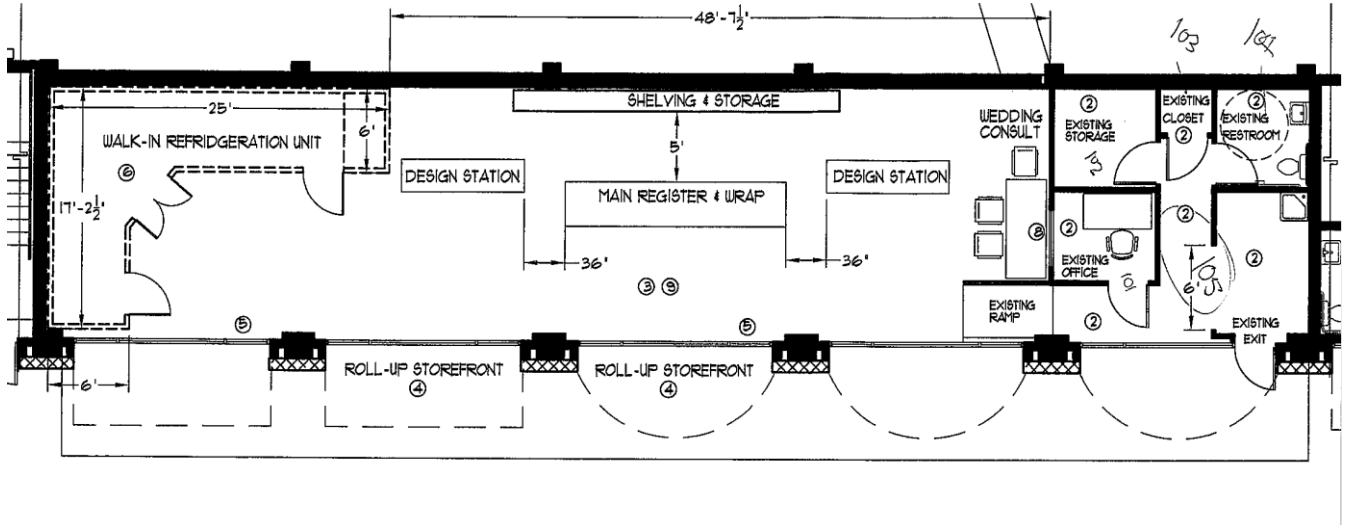
MARA W. ELLIOTT, CITY ATTORNEY

By: \_\_\_\_\_

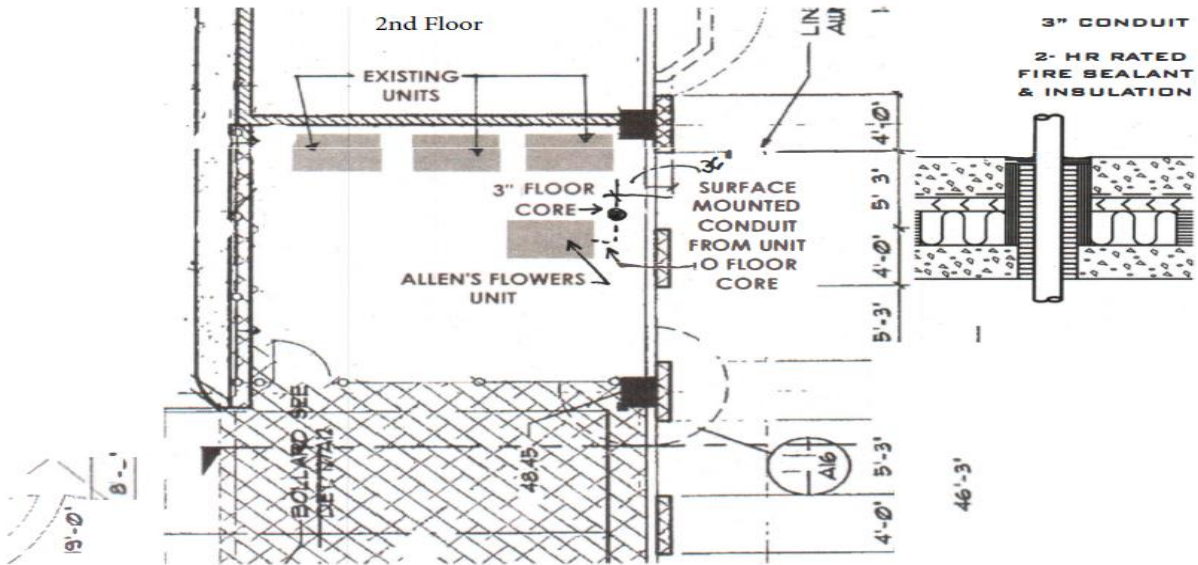
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**PREMISES**



Allen's Flowers  
620 Market Street  
(1,744 square feet)



Allen's Flowers  
Condenser Unit  
Park it on Market 2nd Floor

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Diego )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public in and for said State, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



LRPMP Summary Status by Intended Use Stated in Approved LRPMP						
Status	Enforceable Obligation	Future Development	Governmental Use	Other	Sale	Grand Total
Complete	19	27	100	2	53	201
Incomplete		18	7		9	34
<b>Grand Total</b>	<b>19</b>	<b>45</b>	<b>107</b>	<b>2</b>	<b>62</b>	<b>235</b>

LRPMP Summary Status by Successor Agency and by Intended Use Stated in Approved LRPMP						
Status	Enforceable Obligation	Future Development	Governmental Use	Other	Sale	Grand Total
Carlsbad			1		1	2
Chula Vista			7		16	23
Coronado	1					1
El Cajon	7	3	1		4	15
Escondido		1	4			5
Imperial Beach	3					3
La Mesa					3	3
Lemon Grove			10			10
National City		18	15		1	34
Oceanside					4	4
Poway	3		37		9	49
San Diego City	2	21	8		7	38
San Marcos			19		1	20
Santee			3		4	7
Vista	3	2	2	2	12	21
<b>Grand Total</b>	<b>19</b>	<b>45</b>	<b>107</b>	<b>2</b>	<b>62</b>	<b>235</b>

LRPMP Summary Status by Successor Agency			
Successor Agency	Complete	Incomplete	Grand Total
Carlsbad	100.0%	0.0%	100.0%
Chula Vista	60.9%	39.1%	100.0%
Coronado	100.0%	0.0%	100.0%
El Cajon	100.0%	0.0%	100.0%
Escondido	80.0%	20.0%	100.0%
Imperial Beach	100.0%	0.0%	100.0%
La Mesa	100.0%	0.0%	100.0%
Lemon Grove	100.0%	0.0%	100.0%
National City	61.8%	38.2%	100.0%
Oceanside	100.0%	0.0%	100.0%
Poway	100.0%	0.0%	100.0%
San Diego City	89.5%	10.5%	100.0%
San Marcos	100.0%	0.0%	100.0%
Santee	42.9%	57.1%	100.0%
Vista	85.7%	14.3%	100.0%
<b>Grand Total</b>	<b>85.5%</b>	<b>14.5%</b>	<b>100.0%</b>

**Status of Properties in LRPMP as of May 2024**

City	Site	City + Site	Property	Parcel or Address Data	Date Acquired	Value at Time of Acquisition	Estimated Value when LRPMP Approved	Intended Use Stated in Approved LRPMP	Nov 2019 Status of Disposition (including date if available)	Apr 2022 Status of Disposition (including date if available)	May 2024 Status of Disposition (including date if available)	Summary Status	
Carlsbad	1	Carlsbad-1	Senior Center	799 Pine Avenue	Unknown	Unknown	Unknown	Governmental Use	Approved to transfer from the Revelopment Agency to the City of Carlsbad by the oversight board on 9-24-2013 (parcel #2041000600).	To date, the transfer has not been made pending coordination between the new Housing & Homeless Services Director and City administration.	The transfer to the city was made in June 2022.	Complete	
Carlsbad	2	Carlsbad-2	Surplus Xerox Photocopy Machine - Non-Real Property	N/A	Unknown	\$ 4,940.00	\$ 4,940.00	Sale	Disposed of on 3/31/2016. Parts were recycled. (Asset ID 03446)		The transfer to the city was made in June 2022	Complete	
Chula Vista	1	Chula Vista-1	Park - Memorial Park	356-60 3rd Avenue, 0.73 lot size, Park zoning	6/20/1978	NA	\$0	Governmental Use	The sites will be transferred to the City or the Port in the first part of the year.	Transferred to the City of Chula Vista in 2021	Will be transferred to City of Chula Vista. Currently in government use as City park.	Complete	
Chula Vista	2	Chula Vista-2	Vacant Lot/Land-Commercial	789 E Street, 3.39 lot size, Commercial Visitor zoning	10/7/1987			Sale	Sold 2/27/2015	Sold 2/27/2015	Sold 2/27/2015	Complete	
Chula Vista	3	Chula Vista-3	Vacant Lot/Land-Commercial	Bay Blvd. & E Street, 3.85 lot size, Commercial Visitor zoning	10/7/1987	\$1,448,110	\$315,000	Sale				Complete	
Chula Vista	4	Chula Vista-4	Park	Lagoon & Bay Blvd, 0 lot size, Park zoning	5/29/1979	\$78,700.00	\$0	Governmental Use	The sites will be transferred to the City or the Port in the first part of the year.	For Future Governmental Use/Transfer	For Future Governmental Use/Transfer	Incomplete	
Chula Vista	5	Chula Vista-5	Park	Lagoon & Bay Blvd, 0.27 lot size, Park zoning	5/29/1980	\$40,355	\$0	Governmental Use		For Future Governmental Use/Transfer	For Future Governmental Use/Transfer	Incomplete	
Chula Vista	6	Chula Vista-6	Vacant Lot/Land-Open Space Preserve	999 Lagoon Dr, 1.00 lot size, Park zoning	9/17/1987	\$212,805	\$0	Governmental Use		For Future Governmental Use/Transfer	For Future Governmental Use/Transfer	Incomplete	
Chula Vista	7	Chula Vista-7	Vacant Lot/Land-Open Space Preserve	960 F Street/300 Marina Pkwy, 2.01 lot size, Open Space Preserve zoning	6/3/1986	\$417,750	\$0	Governmental Use		For Future Governmental Use/Transfer	For Future Governmental Use/Transfer	Incomplete	
Chula Vista	8	Chula Vista-8	Vacant Lot/Land-Open Space Preserve	980 F Street/980 Lagoon Drive, 2.73 lot size, Open Space Preserve zoning	11/8/1983	\$1,600,000	\$0	Governmental Use		For Future Governmental Use/Transfer	For Future Governmental Use/Transfer	Incomplete	
Chula Vista	9	Chula Vista-9	Vacant Lot/Land-Open Space Preserve	Otay Valley Road, 11.02 lot size, Open Space Preserve zoning	8/18/1993	\$1,000,000	\$0	Governmental Use		For Future Governmental Use/Transfer	For Future Governmental Use/Transfer	Incomplete	
Chula Vista	10	Chula Vista-10	Vacant Lot/Land-Development	201 3rd Avenue, 0.23 lot size, Mixed Use Residential zoning	5/7/2003	\$350,000	\$460,000	Sale		Sold 8/1/2018	Sold 8/1/2018	Sold 8/1/2018	Complete
Chula Vista	11	Chula Vista-11	Parking Lot/Structure - CITY PARKING LOT #11	232 Church Avenue, 0.13 lot size, Mixed Use Residential zoning	11/10/1986	\$121,089	\$49,160	Sale		Sold 11/17/2017	Sold 11/17/2017	Sold 11/17/2017 for future development	Complete
Chula Vista	12	Chula Vista-12		230 Church Avenue, 0.13 lot size, Mixed Use Residential zoning	10/23/1986	\$294,550	\$49,160	Sale					Complete
Chula Vista	13	Chula Vista-13	Parking Lot/Structure - CITY PARKING LOT #8	281 Church Avenue, 0.16 lot size, Mixed Use Residential zoning	11/13/1986	\$126,108	\$52,000	Sale		Sold May 2016	Sold May 2016	Property disposed in May 2016 for future development.	Complete
Chula Vista	14	Chula Vista-14		287 Church Avenue, 0.14 lot size, Mixed Use Residential zoning	11/10/1986	\$251,477	\$49,160	Sale	Complete				
Chula Vista	15	Chula Vista-15	Parking Lot/Structure - CITY PARKING LOT #3	281-285 Landis Avenue, 0.14 lot size, Mixed Use Residential zoning	3/4/1988	\$320,000	\$49,160	Sale	Still available.	Still available.	Still available. Currently in use as a parking lot.	Incomplete	
Chula Vista	16	Chula Vista-16		287 Landis Avenue, 0.14 lot size, Mixed Use Residential zoning	3/4/1988	\$319,862	\$49,160	Sale				Incomplete	
Chula Vista	17	Chula Vista-17		311 F Street, 0.14 lot size, Mixed Use Residential zoning	2/2/1989	\$131,503	\$49,160	Sale				Incomplete	
Chula Vista	18	Chula Vista-18	Parking Lot/Structure - CITY PARKING LOT #7	288 Center Street, 0.143 lot, Mixed Use Residential zoning		\$303,850	\$49,160	Sale	Sold 6/08/2018	Sold 6/08/2018	Sold 6/08/2018	Complete	
Chula Vista	19	Chula Vista-19		336 Church Avenue, 0.143 lot size, Mixed Use Residential zoning		\$313,750	\$49,160	Sale				Complete	
Chula Vista	20	Chula Vista-20		342 Church Avenue, 0.143 lot size, Mixed Use Residential zoning	8/9/1990	\$306,800	\$49,160	Sale				Complete	
Chula Vista	21	Chula Vista-21		338 Church Avenue, 0.143 lot size, Mixed Use Residential zoning	3/3/1992	\$315,600	\$49,160	Sale				Complete	
Chula Vista	22	Chula Vista-22	Parking Lot/Structure - CITY PARKING LOT #6	358 Church Avenue, 0.14 lot size, Mixed Use Residential zoning	3/3/1992		\$49,160	Sale	Sold 11/15/2018	Sold 11/15/2018	Sold 11/15/2018	Complete	
Chula Vista	23	Chula Vista-23		362 Church Avenue, 0.07 lot size, Mixed Use Residential zoning	3/3/1992	\$191,975	\$49,160	Sale				Complete	
Coronado	1	Coronado-1	Coronado Hospital Foundation	2.6 acres of property located at 250 Prospect Place, Coronado, CA 92118. Successor Agency currently owns 2/15 undivided interest in the property and it is zoned Civic Use.	11/18/2009 & 11/23/2010	\$2,677,856 total acquisition price for the 2/15 interests	\$2,677,856 9/1/2015	Enforceable Obligation	The intended disposition of this property is for the fulfillment of an enforceable obligation. As of November, 2019, eleven enforceable obligation payments totaling \$14,728,208 have been made. The enforceable obligation will be fulfilled with the fifteenth payment of \$1,338,928 in November, 2023.	The intended disposition of this property is for the fulfillment of an enforceable obligation. As of April, 2022, twelve enforceable obligation payments totaling \$16,067,928 have been made. Thirteenth payment will be made during May, 2022. The enforceable obligation will be fulfilled with the fifteenth payment of \$1,338,928 in November, 2023.	No Update	Complete	

**Status of Properties in LRPMP as of May 2024**

City	Site	City + Site	Property	Parcel or Address Data	Date Acquired	Value at Time of Acquisition	Estimated Value when LRPMP Approved	Intended Use Stated in Approved LRPMP	Nov 2019 Status of Disposition (including date if available)	Apr 2022 Status of Disposition (including date if available)	May 2024 Status of Disposition (including date if available)	Summary Status	
El Cajon	1	El Cajon-1	Patio dining for Por Favor Restaurant	Lot adjacent to 156 East Main Street, El Cajon CA 92020, 3,500SF, C-R Zoning, Regional Commercial, SDA #9, APN Nos 488-083-15	5/14/1986	\$150,000.00	NA at this time	Enforceable Obligation	Transfer to Por Favor. Resolution OB-07-13. Completion Date 4/9/2013.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	2	El Cajon-2	Patio dining for Por Favor Restaurant	Lot adjacent to 156 East Main Street, El Cajon CA 92020, 3,500SF, C-R Zoning, Regional Commercial, SDA #9, APN Nos. 488-083-16	5/14/1986	See APN 488-083-15 for acquisition terms	NA at this time	Enforceable Obligation	Transfer to Por Favor. Resolution OB-07-13. Completion Date 4/9/2013.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	3	El Cajon-3	Museum	149 Rea Ave, El Cajon CA 92020, 21,780SF, C-R Zoning, Regional Commercial, SDA #9, APN 488-083-27	6/18/1993 and 3/24/1987	\$208,038.94	NA at this time	Enforceable Obligation	Transfer to City of El Cajon - Governmental Use Resolution OB-14-14. Completion Date 6/27/2014.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	4	El Cajon-4	Municipal Park; Prescott Promenade	201 E Main Street, El Cajon CA 92020, 15,423SF, C-G General Commercial Zoning, SDA #9, APN 488-211-21	7/12/1984 (215 E Main St) & 2/16/1989 (217 E Main St)	\$331,090.93	NA at this time	Enforceable Obligation	Transfer to City of El Cajon - Governmental Use Resolution OB-15-14. Completion Date 6/27/2014.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	5	El Cajon-5	Vacated Alley adjacent to Lexington Sr. Apartments	vacated alley off Claydene Ave.; north of Lexington Sr. Apartments & adjacent to 250 E Lexington Ave, El Cajon CA 92020, 7,841SF, Adjacent zoning, SDA #9, APN 488-212-19	3/16/1993	No cost	NA at this time	Governmental Use	Transfer to City of El Cajon - Governmental Use Resolution OB-22-14. Completion Date 10/1/2014.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	6	El Cajon-6	Surplus Parcel adjacent to the Community Center Parking lot	Municipal Facilities parcel adjacent to Community Center, Library and public parking lot; El Cajon CA 92020, 6,839SF, RM-1500 Zoning (Residential), SDA #9, APN 488-212-20	9/26/1994	No cost	NA at this time	Enforceable Obligation	Transfer to El Cajon Housing Authority - Governmental Use Resolution OB-17-14. Completion Date 6/27/2014.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	7	El Cajon-7	Community Center Parking Lot adjacent to Lexington Senior Apartments	Parking lot for Senior Housing and Municipal Facilities: Community Center, El Cajon Library, and Lexington Sr. Apartments; El Cajon, CA 92020, 39,640SF, RM-1500 Zoning (Residential), SDA #9, APN 488-212-22	Multiple parcel acquisition dates in 1992 and 1993	\$1,048,467.42	NA at this time	Enforceable Obligation	Transfer to El Cajon Housing Authority - Governmental Use Resolution OB-18-14. Completion Date 6/27/2014.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	8	El Cajon-8	Magnolia Avenue Frontage - Parcel 1 of Parcel Map 20625	No site address; NE corner Magnolia Avenue and Civic Center Way, El Cajon, CA 92020, 47,916SF, C-R, Regional Commercial Zoning, SDA #9, APN 488-072-38	6/11/2009	\$4,442,183.49	\$1,200,000 as of 7/6/2012	Enforceable Obligation	Transfer to City of El Cajon - Governmental Use Resolution OB-15-14. Completion Date 6/27/2014.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	9	El Cajon-9	Rea Avenue Properties, Parcel 3 of Parcel Map 20625	No site address; Rea Avenue parking lot, 28,314SF, C-R, Regional Commercial Zoning, SDA #9, APN 488-072-40	Multiple acquisition dates in 2006, 2007, and 2009	\$2,129,993.27	Parcels consolidated as Parcel 3 of Parcel Map 20625 in 2009	Future Development	\$665,000	Transfer to City of El Cajon - Compensation agreements and paid ATEs Resolution OB-27-14. Completion Date 1/12/2015.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete
El Cajon	10	El Cajon-10	572-588 North Johnson Avenue	572-588 North Johnson Avenue, El Cajon, CA 92020, 59,242SF, C-M, Heavy Commercial - Light Manufacturing Zoning, SDA #10, APN 482-250-34	8/24/2009	\$2,981,060.12	TBD	Sale	Sold in open market \$1,777,260 Resolutions OB-23-14 and OB-04-15. Completion Date 12/23/2015.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	11	El Cajon-11	531-555 Raleigh Avenue	531-555 Raleigh Avenue, El Cajon, CA 92020, 24,394SF, C-M, Heavy Commercial - Light Manufacturing Zoning, SDA #10, APN 482-250-36	8/24/2009	\$1,056,917.77	TBD	Sale	Sold in open market for \$780,000 Resolutions OB-01-15 Completion Date 3/17/2015.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	12	El Cajon-12	115 Rea Avenue	115 Rea Avenue, El Cajon, CA 92020, 4,356SF, C-R, Regional Commercial Zoning, SDA #9, APN 488-083-03	10/1/2009	\$653,471.53	TBD	Sale	Sold in open market \$450,000 Resolution OB-05-17 Completion Date 3/7/2018.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	13	El Cajon-13	141 N. Magnolia Avenue	141 N. Magnolia Avenue, El Cajon, CA 92020, 35,284SF, C-R, Regional Commercial Zoning, SDA #9, APN 488-082-18	12/29/2009	\$2,068,893.33	\$1,300,000 as of 7/26/2012	Future Development	Transfer to City of El Cajon - Compensation agreements and paid ATEs Resolution OB-27-14. Completion Date 1/12/2015.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	
El Cajon	14	El Cajon-14	118-130 Rea Avenue	118-130 Rea Avenue, El Cajon, CA 92020, 9,583SF, C-R Regional Commercial Zoning, SDA #9, APN 488-082-12	11/10/2010	\$1,035,454.29	\$325,000 as of 8/7/2012	Future Development	Transfer to City of El Cajon - Compensation agreements and paid ATEs Resolution OB-27-14. Completion Date 1/12/2015.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete	

Status of Properties in LRPMP as of May 2024

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El Cajon	15	El Cajon-15	Former El Cajon Police Department Headquarters	100 Fletcher Parkway, El Cajon, CA 92020, 151,589SF, C-R, Regional Commercial Zoning, APN 483-071-52	6/16/2011	\$4,850,000	\$5,100,000 as of 3/9/2011	Sale	Sold in open market \$4,075,000 Resolution OB-07-17. Completion Date 6/29/2018.	Complete - No Change from 2019 Status	Complete - No Change from 2022 Status	Complete
Escondido	1	Escondido-1	Commercial	480 N. Spruce Street - M-1 Zoning, 3.79 Acres, APN 232-091-28	10/27/2010	\$5,000,000	\$4,760,094 as of 4/1/2013	Future Development	The parcel is currently leased and the city is actively pursuing development opportunities.	The parcel is currently leased and the city is actively pursuing development opportunities.	The parcel is currently leased and the city is actively pursuing development opportunities.	Incomplete
Escondido	2	Escondido-2	Park	304 E. Grand - SP Zoning, 21,000SF (7,000SF each address), APNs: 229-432-24, 25 & 26	09/17/10	\$203,000	NA	Governmental Use	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	Complete
Escondido	3	Escondido-3	Park	314 E. Grand - SP Zoning, 21,000SF (7,000SF each address), APNs: 229-432-24, 25 & 26	09/17/10	\$203,000	NA	Governmental Use	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	Complete
Escondido	4	Escondido-4	Park	316 E. Grand - SP Zoning, 21,000SF (7,000SF each address), APNs: 229-432-24, 25 & 26	09/17/10	\$203,000	NA	Governmental Use	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	This parcel was acquired by the City to use for future development, with an interim use as a parking lot. The site was contaminated and was developed as a park during decontamination. The City received the attached Determination Letter from the CA Dept. of Finance that property numbers 3 and 4 are owned by the City and should not be listed on the LRPMP.	Complete
Escondido	5	Escondido-5	Public Building	250 W. Valley Parkway - SP Zoning, 3.32 Acres, APN 229-372-20	7/15/1992	\$2,766,714	NA	Governmental Use	This parcel was included on the revised LRPMP, but a subsequent letter was sent from the CA Dept. of Finance, which indicated that this property is owned by the City and should not be listed on the LRPMP. See attached Department of Finance Determination Letter dated June 26, 2015.	This parcel was included on the revised LRPMP, but a subsequent letter was sent from the CA Dept. of Finance, which indicated that this property is owned by the City and should not be listed on the LRPMP. See attached Department of Finance Determination Letter dated June 26, 2015.	This parcel was included on the revised LRPMP, but a subsequent letter was sent from the CA Dept. of Finance, which indicated that this property is owned by the City and should not be listed on the LRPMP. See attached Department of Finance Determination Letter dated June 26, 2015.	Complete
Imperial Beach	1	Imperial Beach-1	9th & Palm	735-849 Palm Ave (APN 626-250-03 thru 06)	2/11/2009	\$9,679,454	Nominal / \$0	Enforceable Obligation	- 9 <sup>th</sup> & Palm Ave./Breakwater Project: Pursuant to the Purchase and Sale Agreement dated January 29, 2014, as amended, (an "Enforceable Obligation"), the properties were sold by the Successor Agency to Sudberry-Palm Avenue LLC via Grant Deed dated April 13, 2016 and recorded on April 14, 2016, for development of the project in two (2) separate phases (Phases 1 and 2). Phase 1 (mixed retail) is completed. Phase 2 (hotel) is also completed. The purchase price of the properties was \$213,000, which has been paid and distributed to the affected taxing entities, plus payment of 1.5% of the gross sales price from the first arm's-length sale of each of the properties if completed within 55 years from January 29, 2014.		As previously noted in the April 2022 status report, the properties were sold by the Successor Agency to Sudberry-Palm Avenue LLC (Developer) pursuant to that certain Grant Deed dated April 13, 2016 and recorded with the San Diego County Recorder's Office on April 14, 2016 as Document No. 2016-0173494, for development of the project in two (2) separate phases (Phases 1 and 2).	Complete
Imperial Beach	2	Imperial Beach-2	735 Palm Avenue		2/13/2009	\$1,608,827	Nominal / \$0	Enforceable Obligation		Sold to Developer for development of Project.		Complete

Status of Properties in LRPMP as of May 2024

City	Site	City + Site	Property	Parcel or Address Data	Date Acquired	Value at Time of Acquisition	Estimated Value when LRPMP Approved	Intended Use Stated in Approved LRPMP	Nov 2019 Status of Disposition (including date if available)	Apr 2022 Status of Disposition (including date if available)	May 2024 Status of Disposition (including date if available)	Summary Status
Imperial Beach	3	Imperial Beach-3	Seacoast Inn	800 Seacoast Drive, APN 625-262-02	3/9/2011	\$5,760,000	\$5,760,000	Enforceable Obligation	Title to the property is held by the Successor Agency. Pursuant to the Disposition and Development Agreement dated December 16, 2010, the property was ground leased by the former Redevelopment Agency to Seacoast Inn, L.P. for development and operation of a hotel for a term of 55 years pursuant to the Ground Lease dated March 15, 2011. Seacoast Inn, L.P. has the option to purchase the property for \$1.00 during the 55-year term of the ground lease upon meeting certain conditions precedent with respect to TOT paid to the City. If such conditions precedent are satisfied, then Seacoast Inn, L.P. has the option (but not the obligation) during the lease term to purchase the property from the Successor Agency for \$1.00. Until then, the Successor Agency is obligated pursuant to the Ground Lease to lease the property to Seacoast Inn, L.P.	Seacoast Inn, L.P. is the ground lessee of property owned by the Successor Agency and Seacoast Inn, L.P. is the owner of the hotel located on such property. Pursuant to agreements between the Successor Agency and Seacoast Inn, L.P., Seacoast Inn, L.P. has exercised its right of option to purchase the fee title of the property from the Successor Agency. The Successor Agency anticipates that the transfer of fee title of the property will be completed this year of 2022.	As previously noted in the April 2022 status report, Seacoast Inn, LP (Developer and Ground Lessee) had exercised its right of option to purchase the fee title of the property from the Successor Agency for \$1.00 pursuant to agreements between the Successor Agency and Seacoast Inn, LP. Pursuant to this option, the property was sold to Seacoast Inn, LP pursuant to that certain Grant Deed dated November 8, 2022 and recorded with the San Diego County Recorder's Office on December 9, 2022 as Document No. 2022-0464261.	Complete
La Mesa	1	La Mesa-1	La Mesa Boulevard Municipal Parking Lot - Three (3) legal parcels	Located on the south side of La Mesa Boulevard, between Acacia Avenue and Normal Avenue in the City of La Mesa. Lot 15 in Block 5 of Sunnyside addition to La Mesa Springs, according to Map thereof No. 1118, APNs: 470-582-13 (7,405 SF) Zone CD (Downtown Commercial)	5/5/1978 and	\$160,000	\$160,000	Sale	No disposition. Continues to be used as a municipal parking lot.	Completed in accordance with LRPMP approved by DOF via letter dated 12/07/2015. Properties were approved/ratified by Oversight Board via Resolution No. OB 2015-008 dated 11/05/2015 as governmental purposes assets owned by City, consistent with DOF-approved LRPMP.	The DOF- approved Amended Long Range Property Management Plan (LRPMP) describes the transfer of the 3 parcels to the City for use as a parking lot. By Quitclaim Deeds dated January 27, 2012 and recorded with the County Recorder's Office on June 12, 2012 as Document No. 2012-0342068, Document No. 2012-0342069, all 3 parcels were transferred to the City, which transfers were ratified and approved by Oversight Board Resolution No. 2015-008. No further action pursuant to the LRPMP is required.	Complete
La Mesa	2	La Mesa-2	La Mesa Boulevard Municipal Parking Lot - Three (3) legal parcels	Located on the south side of La Mesa Boulevard, between Acacia Avenue and Normal Avenue in the City of La Mesa. Lot 16 in Block 5 of Sunnyside addition to La Mesa Springs, according to Map thereof No. 1118, APNs: 470-582-14 (7,405 SF) Zone CD (Downtown Commercial)	5/5/1978 and recorded 7/6/1978			Sale	No disposition. Continues to be used as a municipal parking lot.	Completed in accordance with LRPMP approved by DOF via letter dated 12/07/2015. Properties were approved/ratified by Oversight Board via Resolution No. OB 2015-008 dated 11/05/2015 as governmental purposes assets owned by City, consistent with DOF-approved LRPMP.	The DOF- approved Amended Long Range Property Management Plan (LRPMP) describes the transfer of the 3 parcels to the City for use as a parking lot. By Quitclaim Deeds dated January 27, 2012 and recorded with the County Recorder's Office on June 12, 2012 as Document No. 2012-0342068, Document No. 2012-0342069, all 3 parcels were transferred to the City, which transfers were ratified and approved by Oversight Board Resolution No. 2015-008. No further action pursuant to the LRPMP is required.	Complete
La Mesa	3	La Mesa-3	La Mesa Boulevard Municipal Parking Lot - Three (3) legal parcels	Located on the south side of La Mesa Boulevard, between Acacia Avenue and Normal Avenue in the City of La Mesa. Lot 17 in Block 5 of Sunnyside addition to La Mesa Springs, according to Map thereof No. 1118, APNs: 470-582-15 (2,178 SF), Zone CD (Downtown Commercial)	5/5/1978 and recorded 7/6/1978			Sale	No disposition. Continues to be used as a municipal parking lot.	Completed in accordance with LRPMP approved by DOF via letter dated 12/07/2015. Properties were approved/ratified by Oversight Board via Resolution No. OB 2015-008 dated 11/05/2015 as governmental purposes assets owned by City, consistent with DOF-approved LRPMP.	The DOF- approved Amended Long Range Property Management Plan (LRPMP) describes the transfer of the 3 parcels to the City for use as a parking lot. By Quitclaim Deeds dated January 27, 2012 and recorded with the County Recorder's Office on June 12, 2012 as Document No. 2012-0342068, Document No. 2012-0342069, all 3 parcels were transferred to the City, which transfers were ratified and approved by Oversight Board Resolution No. 2015-008. No further action pursuant to the LRPMP is required.	Complete
Lemon Grove	1	Lemon Grove-1	7704 North Avenue	APN 475-402-30, 0.3 Acres, HC Zoning	FY2010	\$164,215.00	0	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	2	Lemon Grove-2	7752 North Avenue	APN 475-402-27, 1.05 Acres, HC Zoning	FY2010	\$2,712,240	\$1,050,000	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	3	Lemon Grove-3	7764 North Avenue	APN 475-402-25, 0.08 Acres, HC Zoning	FY2010	\$604,151	\$80,000	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	4	Lemon Grove-4	North Avenue	APN 475-402-24, 0.12 Acres, HC Zoning	FY2010	Unknown	\$120,000	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete

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Lemon Grove	5	Lemon Grove-5	7859 Lester Avenue	APN 480-111-07, 0.16 Acres, DVSP Parking	FY1989	Unknown	0	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	6	Lemon Grove-6	4865-7867 Lester Avenue	APN 480-111-08, 0.15 Acres, DVSP Parking	FY1989	Unknown	0	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	7	Lemon Grove-7	7883 Lester Avenue	APN 480-111-09, 0.16 Acres, DVSP Parking	FY1989	\$200,000	0	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	8	Lemon Grove-8	7891 Lester Avenue	APN 480-111-10, 0.16 Acres, DVSP Parking	FY1989	\$118,000	0	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	9	Lemon Grove-9	7917 Lester Avenue	APN 480-111-11, 0.15 Acres, DVSP Parking	FY1989	\$163,000	0	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
Lemon Grove	10	Lemon Grove-10	Lester Avenue	APN 480-111-12, 0.15 Acres, DVSP Parking	FY1989	\$60,000	0	Governmental Use	Transferred to appropriate government authority on 10/23/2019	No Update	No Update	Complete
National City	1	National City-1	Marina Gateway Hotel	559-160-23	10/31/2001	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	2	National City-2	Marina Gateway Hotel	559-160-25	10/31/2001	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	3	National City-3	Marina Gateway Hotel	559-160-27	3/13/2001	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	4	National City-4	Marina Gateway Hotel	559-160-29	10/31/2001	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	5	National City-5	Marina Gateway Hotel	559-117-19	1/11/2008	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	6	National City-6	Marina Gateway Hotel	559-117-21	10/31/2001	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	7	National City-7	Stein Farm	560-232-02	7/30/1992	\$520,000	\$520,000	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	8	National City-8	Stein Farm	560-232-04	7/30/1992	See Item 7	See Item 7	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	9	National City-9	Stein Farm	560-232-06	7/30/1992	See Item 7	See Item 7	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	10	National City-10	Sheryl Lane Remnant	557-430-37	11/9/1993	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	11	National City-11	Kimball House	556-472-16	8/16/1976	\$252,264	\$500,000	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	12	National City-12	Santa Fe Depot	559-040-43-01	8/15/1995	\$678,000	Undetermined	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	13	National City-13	Kimball Way	560-050-13	2/2/1981	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	14	National City-14	Kimball Way Creek	560-410-02	2/22/1978	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	15	National City-15	Kimball Way Creek	560-410-08	1978	\$0	\$0	Governmental Use	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Transferred to City 3/29/2017	Complete
National City	16	National City-16	Olson Property	559-117-04	1/27/1999	\$260,000	\$2,250,000	Future Development	Waiting for EIR to dictate use	Waiting for EIR to dictate use	California Coastal Commission Local Coastal Program (LCP) Amendment in process	Incomplete
National City	17	National City-17	Olson Property	559-117-05	1/27/1999	\$260,000	See Item 16	Future Development	Waiting for EIR to dictate use	Waiting for EIR to dictate use	California Coastal Commission Local Coastal Program (LCP) Amendment in process	Incomplete
National City	18	National City-18	Olson Property	559-117-06	1/27/1999	\$430,000	See Item 16	Future Development	Waiting for EIR to dictate use	Waiting for EIR to dictate use	California Coastal Commission Local Coastal Program (LCP) Amendment in process	Incomplete
National City	19	National City-19	Olson Property	559-117-07	8/3/1994	\$165,000	See Item 16	Future Development	Waiting for EIR to dictate use	Waiting for EIR to dictate use	California Coastal Commission Local Coastal Program (LCP) Amendment in process	Incomplete
National City	20	National City-20	Olson Property	559-117-12	1/27/1999	\$260,000	See Item 16	Future Development	Waiting for EIR to dictate use	Waiting for EIR to dictate use	California Coastal Commission Local Coastal Program (LCP) Amendment in process	Incomplete
National City	21	National City-21	Former Education Center	556-471-03	8/16/2000	\$350,000	\$235,000	Future Development	in discussions with a broker	in discussions with Southwestern College, for student housing	working with contiguous land owner who will incorporate this property with theirs to build a 40% affordable development	Incomplete
National City	22	National City-22	Steamed Bean	556-471-04	7/29/2003	\$225,000	\$173,233	Future Development	in discussions with a broker	in discussions with Southwestern College, for student housing	working with contiguous land owner who will incorporate this property with theirs to build a 40% affordable development	Incomplete
National City	23	National City-23	H&M Goodies	556-472-26	4/25/2003	\$1,085,000	\$575,000	Future Development	Sold (7/2/2019)	Sold (7/2/2019)	Sold (7/2/2019)	Complete
National City	24	National City-24	Lamb's Theatre	556-560-39	5/26/2005	\$903,000	\$900,000	Future Development	Contiguous land owner is interested	Contiguous land owner is interested	Contiguous land owner is interested	Incomplete
National City	25	National City-25	ACE Metals	559-118-02	3/13/2001	\$1,104,000	\$2,200,000	Future Development	Waiting for EIR to dictate use	Waiting for EIR to dictate use	California Coastal Commission Local Coastal Program (LCP) Amendment in process	Incomplete
National City	26	National City-26	RCP	562-321-08	10/3/1991	\$738,000	\$760,000	Future Development	Waiting for contiguous owner's development	Waiting for contiguous owner's development	Waiting for contiguous owner's development	Incomplete

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National City	27	National City-27	Day's Inn	557-410-20	10/27/2005	\$3,775,000	\$790,000	Future Development	Sold (8/16/16)	Sold (8/16/16)	Sold (8/16/16)	Complete
National City	28	National City-28	Roosevelt Lot	555-114-01	12/21/2012	\$155,000	\$55,000	Future Development	Contiguous land owner is interested	Contiguous land owner is interested	Contiguous land owner is interested	Incomplete
National City	29	National City-29	Roosevelt Parking Lot	555-114-04	12/21/2012	\$83,616	\$86,238	Future Development	Contiguous land owner is interested	Contiguous land owner is interested	Contiguous land owner is interested	Incomplete
National City	30	National City-30	Stein Farm	560-232-05	8/19/1997	\$112,000	Unknown	Future Development	Stein Farm nonprofit is attempting to purchase	City is attempting to purchase, to add to the Stein Farm	City is having the property appraised in order to purchase it, to add to the Stein Farm	Incomplete
National City	31	National City-31	1231 McKinley	559-022-05	10/22/1999	\$50,060	\$44,400	Future Development	Sold (2/6/2018)	Sold (2/6/2018)	Sold (2/6/2018)	Complete
National City	32	National City-32	1237 McKinley	559-022-07	7/23/1998	\$81,710	\$42,500	Future Development	Sold (2/6/2018)	Sold (2/6/2018)	Sold (2/6/2018)	Complete
National City	33	National City-33	1239 McKinley	559-022-08	7/8/1998	\$60,000	\$42,500	Future Development	Sold (2/6/2018)	Sold (2/6/2018)	Sold (2/6/2018)	Complete
National City	34	National City-34	Centro, Unit 401	556-554-22-43	6/16/2011	\$195,000	\$195,000	Sale	Sold (5/17/2016)	Sold (5/17/2016)	Sold (5/17/2016)	Complete
Oceanside	1	Oceanside-1	Pacific Street Lots	147-076-01 thru 03, 147-076-10 thru 12, 147-261-01 thru 12	2001-02	\$6,956,695	Undetermined	Sale	Sale from Successor Agency City of Oceanside as successor to the City of Oceanside Redevelopment Agency fka Community Development Commission of the City of Oceanside to Oceanside Beach Resort Owner, LLC (Assignor SD Malkin Properties, Inc). Sale Date 1-23-19 Price \$1,500,000	No changes from 2019 Status of Disposition	No changes from 2019 Status of Disposition	Complete
Oceanside	2	Oceanside-2	300 Block, N. Cleveland Street	147-161-11	12/18/1989	\$750,000	\$1,019,462	Sale	Sale from Successor Agency City of Oceanside as successor to the former Redevelopment Agency to the City of Oceanside. Sale Date 12-16-14. Price \$800,000. Sale from City to Pelican L23 oceanside, LLC (Pelican), excepting therefrom the Parking Structure particularly described as Lot 1 of Map 16229. Sale Date 12-29-17. Price \$2,625,289, which includes the land (New APN 147-161-18) and Easements for Pelican's use of the City's Parking Structure (New APN 147-161-17).	No changes from 2019 Status of Disposition	No changes from 2019 Status of Disposition	Complete
Oceanside	3	Oceanside-3	801 North Coast Highway	143-201-03	Sept 2002	\$315,000	\$297,000	Sale	Sale to Cheng Yueh Tsai. Sale Date 3-10-14. Price \$375,000	No changes from 2019 Status of Disposition	No changes from 2019 Status of Disposition	Complete
Oceanside	4	Oceanside-4	900 Block, North Coast Highway	147-020-38	June 2004	\$250,000	\$183,000	Sale	Sale to in-N-Out Burgers. Sale Date 1-28-14. Price \$183,000	No changes from 2019 Status of Disposition	No changes from 2019 Status of Disposition	Complete
Poway	1	Poway-1	13100 Poway Rd	317-101-06	3/28/2001	\$1,158,018	\$1,158,018	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2017	Poway Housing Authority/ In the process of development	Complete
Poway	2	Poway-2	Southwest Corner of Poway Rd and Civic Center Dr	317-472-12	5/9/2002	\$375,000	Undetermined	Sale	Sold 5/19/18	Sold 5/19/18	Same as above	Complete
Poway	3	Poway-3	13033 Poway Road	317-472-18	9/29/2004	\$4,601,382	Undetermined	Sale	Sold 5/19/18	Sold 5/19/18	Same as above	Complete
Poway	4	Poway-4	13123-13125 Poway Rd	317-472-23	1/31/1997	\$315,000	Undetermined	Sale	Sold 5/19/18	Sold 5/19/18	Same as above	Complete
Poway	5	Poway-5	13053 Poway Rd	317-472-24	8/28/2008	\$865,895	Undetermined	Sale	Sold 5/19/18	Sold 5/19/18	Same as above	Complete
Poway	6	Poway-6	13029 1/2 Poway Road	317-472-25	11/25/2008	\$1,497,966	Undetermined	Sale	Sold 5/19/18	Sold 5/19/18	Same as above	Complete
Poway	7	Poway-7	12430 Poway Road	317-540-73	4/19/2004	\$248,950	Undetermined	Sale	Sold 5/23/18	Sold 5/23/19	Sold to Poway Hospitality, LLC. On 3/7/2018 / \$25,000	Complete
Poway	8	Poway-8	14082 Stowe Drive	323-481-19	11/7/2001	\$1,053,552	Undetermined	Sale	Sold 5/24/15	Sold 5/24/16	Sold to Serendipity Hospitality LP (Mohan and Anil Patel) on 3/7/2018/ \$501,000	Complete
Poway	9	Poway-9	13655 Poway Road	317-190-21	9/30/2010	\$2,864,759	\$1,826,803	Enforceable Obligation	Successor Agency	Anticipated property sale June 2022	Sold to Pinnacle Realty of California, LLC/ 2/29/2024/ \$1	Complete
Poway	10	Poway-10	13655 Poway Road	317-190-45	9/30/2010	Purchased with #9	\$1,037,956	Enforceable Obligation	Successor Agency	Anticipated property sale June 2023	Sold to Pinnacle Realty of California, LLC/ 2/29/2024/ \$1	Complete
Poway	11	Poway-11	14124 York Ave	314-201-03	1/11/2001	\$37,200	\$37,586	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	12	Poway-12	York Avenue	314-201-04	5/3/2006	\$32,000	\$32,000	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	13	Poway-13	14148 Sycamore Avenue	314-201-19	9/30/2004	\$458,026	\$458,026	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	14	Poway-14	14134 Sycamore Avenue	314-201-20	7/10/2003	\$348,800	\$348,800	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete

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Poway	15	Poway-15	14152 Sycamore Avenue	314-201-29	10/21/2002	\$301,115	\$301,115	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	16	Poway-16	Alley west of Sycamore	314-201-30	12/12/2005	\$1,000	\$1,635	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	17	Poway-17	York Avenue	314-201-35	1/8/2007	\$140,638	\$140,638	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	18	Poway-18	14056 York Avenue	314-214-05	3/17/2005	\$416,000	\$412,672	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	19	Poway-19	14055 York Avenue	314-214-08	8/30/2002	\$326,000	\$321,400	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	20	Poway-20	14049 York Avenue	314-214-09	7/7/2005	\$543,000	\$235,738	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	21	Poway-21	14049 York Avenue	314-214-10	7/7/2005	Purchased with #20	\$339,462	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	22	Poway-22	York Avenue (Same Grant Deed as 314-214-38)	314-214-20	8/2/2002	\$317,500	\$142,162	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	23	Poway-23	Community Road	314-214-29	11/15/2001	\$65,000	\$15,934	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	24	Poway-24	Community Road	314-214-30	11/15/2001	Purchased with #23, #25, and #26	\$15,934	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	25	Poway-25	Community Road	314-214-31	11/15/2001	Purchased with #23, #24, and #26	\$17,528	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	26	Poway-26	Community Road	314-214-32	11/15/2001	Purchased with #23, #24, and #25	\$17,129	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	27	Poway-27	14038 York Ave	314-214-38	8/2/2002	Purchased with #22	\$170,036	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Transferred to City in March 2016/ floodway management and open space/ future Old Poway Park expansion	Complete
Poway	28	Poway-28	Old Pomerado Road	317-232-39	10/24/2003	Purchased with #46, #47, and #29 \$845,000	\$183,956	Governmental Use	Sold to Poway Housing Authority 1/9/18	Sold to Poway Housing Authority 1/9/18	Wetland mitigation related to Scripps Poway Parkway	Complete
Poway	29	Poway-29	Old Pomerado Road	317-232-40	10/24/2003	Purchased with #46, #47, and #28	\$15,996	Governmental Use	Sold to Poway Housing Authority 1/9/18	Sold to Poway Housing Authority 1/9/18	Wetland mitigation related to Scripps Poway Parkway	Complete
Poway	30	Poway-30	Old Pomerado Road	317-232-41	2/3/1998	Purchased with #31 \$71,000	\$63,290	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Wetland mitigation related to Scripps Poway Parkway	Complete
Poway	31	Poway-31	Old Pomerado Road	317-232-42	2/3/1998	Purchased with #30	\$8,710	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Wetland mitigation related to Scripps Poway Parkway	Complete
Poway	32	Poway-32	11907 Old Pomerado Road	317-251-31	5/31/1991	\$350,000	\$539,000	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Wetland mitigation related to Scripps Poway Parkway	Complete
Poway	33	Poway-33	13875 Kirkham Way	323-501-02	2/7/2002	\$4,825,550	Undetermined	Sale	Sold 12/8/16	Sold 12/8/17	Floodway management and emergency access to/from Scripps Poway Parkway	Complete
Poway	34	Poway-34	13100 Bowron Rd	317-472-29	12/2/1993	\$560,323	\$560,323	Enforceable Obligation	Transferred to City in 2016	This item was incorrectly listed as Enforceable Obligation/Successor Agency back in 2019	Municipal Facility/ Poway Sheriff	Complete
Poway	35	Poway-35	Midland Rd	314-212-02	11/30/2001	Purchased with #36, #37, #38, #39, #40, #41 and #42 \$1,323,000	\$412,191	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	36	Poway-36	Midland Rd	314-212-03	11/30/2001	Purchased with #35, #37, #38, #39, #40, #41, and #42	\$112,416	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete



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Poway	37	Poway-37	Midland Rd	314-212-04	11/30/2001	Purchased with #35, #36, #38, #39, #40, #41, and #42	\$208,772	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	38	Poway-38	Midland Rd	314-212-05	11/30/2001	Purchased with #35, #36, #37, #39, #40, #41, and #42	\$144,534	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	39	Poway-39	Midland Rd	314-220-33	11/30/2001	Purchased with #35, #36, #37, #38, #40, #41 and #42	\$117,869	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	40	Poway-40	Midland Rd	314-220-34	11/30/2001	Purchased with #35, #36, #37, #38, #39, #41 and #42	\$85,650	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	41	Poway-41	Midland Rd	314-220-35	11/30/2001	Purchased with #35, #36, #37, #38, #39, #40, and #42	\$203,419	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	42	Poway-42	Midland Rd	314-212-06	11/30/2001	Purchased with #35, #36, #37, #39, #40, #41 and #38	\$64,238	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	43	Poway-43	Temple & Adrian Streets	314-220-02	2/8/1991	Purchased with #44 \$394,646	\$197,323	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	44	Poway-44	Temple & Adrian Streets	314-220-03	2/8/1991	Purchased with #43	\$197,323	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Public Parking for Old Poway Park and community events/recreation	Complete
Poway	45	Poway-45	13112 Vista View Drive	323-261-31	5/23/1995	Remnant parcel	\$474,974	Sale	Sold 5/24/18	Sold 5/24/19	Municipal Facility/ Poway Valley Community Garden/ sold to David and Kasey Bergman on 3/7/2018 for \$155,556	Complete
Poway	46	Poway-46	12237 Old Pomerado Road	317-232-22	10/24/2003	Purchased with #29, #47, and #28	\$483,884	Governmental Use	Sold to Poway Housing Authority 1/9/18	Sold to Poway Housing Authority 1/9/18	Sold to Poway Housing Authority on 1/9/2018 for \$820,000. Future housing site. Funds for demolition of the site are budgeted. Awaiting Housing Authority Board approval.	Complete
Poway	47	Poway-47	12237 Old Pomerado Road	317-232-36	10/24/2003	Purchased with #46, #29, and #28	\$195,953	Governmental Use	Sold to Poway Housing Authority 1/9/18	Sold to Poway Housing Authority 1/9/18	Sold to Poway Housing Authority on 1/9/2018 for \$820,000. Future housing site. Funds for demolition of the site are budgeted. Awaiting Housing Authority Board approval.	Complete
Poway	48	Poway-48	14322 Pomerado Road	314-040-25	11/27/2000	\$480,000	\$480,000	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Poway Fire Station #3	Complete
Poway	49	Poway-49	Midland Road	314-193-55	2/15/1991	\$500,000	\$703,313	Governmental Use	Transferred to City in March 2016	Transferred to City in March 2016	Veterans Park	Complete
San Diego City	GU-1	San Diego City-GU-	East Village Green East Block	705-721 14th Street, 1451 F Street & 1473 F Street	2005-2010	\$7,377,754	\$1	Governmental Use	Transferred to City - 9/7/2016	Transferred to City - 9/7/2016	Complete	Complete
San Diego City	GU-2	San Diego City-GU-	East Village Green West Block	Entire block bounded by 13th, F, 14th and G streets	6/30/1905	\$27,028,520	\$1	Governmental Use	Transferred to City - 11/24/2015	Transferred to City - 11/24/2015	Complete	Complete
San Diego City	GU-3	San Diego City-GU-	Fire Station No. 2 (Bayside)	875 West Cedar Street	6/28/1905	\$2,501,739	\$1	Governmental Use	Transferred to City - 11/24/2015	Transferred to City - 11/24/2015	Complete	Complete
San Diego City	GU-4	San Diego City-GU-	North Park Mini-Park Site	2896 North Park Way, 3812 29th Street	6/26/1905	\$2,210,863	\$1	Governmental Use	Transferred to City - 11/24/2015	Transferred to City - 11/24/2015	Complete	Complete
San Diego City	GU-5	San Diego City-GU-	St. Joseph's Park Site	310 Ash Street, 345 Beech Street, 1438 & 1450 Fourth Avenue	2008-2010	\$13,818,506	\$1	Governmental Use	Transferred to City - 11/24/2015	Transferred to City - 11/24/2015	Complete	Complete
San Diego City	GU-6	San Diego City-GU-	Ballpark Village - adjacent fee interests within public rights of ways	Park Blvd, Library Circle, 12th, 11th and Imperial	approx. 2000	n/a	\$1	Governmental Use	Transferred to City	Transferred to City	Complete	Complete
San Diego City	GU-7	San Diego City-GU-	Park Blvd, between G Street and Market	PARK BLVD REMNANT PARCEL 1	6/29/1905	Parcel created as right of way parcel	\$1	Governmental Use	Transferred to City - 9/7/2016	Transferred to City - 9/7/2016	Complete	Complete
San Diego City	GU-8	San Diego City-GU-	Park Blvd, between Market Street and Island	PARK BLVD REMNANT PARCEL 2	2003	Parcel created as right of way parcel	\$1	Governmental Use	Transferred to City - 9/7/2016	Transferred to City - 9/7/2016	Complete	Complete
San Diego City	S-1	San Diego City-S-1	Alpha St/ Keeler Ct/ Boston Av Remnant Parcels	Northwest Side of Alpha Street and 43rd Street	1986	\$4,667	\$1,500	Sale	Sold 09/18/2017 (\$261) / 03/08/2019 (\$1,830)	Sold - Sept. 18, 2017 (\$261)/Mar. 8, 2019 (\$1,830)	Complete	Complete
San Diego City	S-2	San Diego City-S-2	Beta Street Remnant Parcel	southeast Corner of Beta Street and Birch Street	6/8/1905	\$876	\$500	Sale	TBD - marketed - no offers received	TBD - marketed - no offers received	TBD	Incomplete

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San Diego City	S-3	San Diego City-S-3	Sixth Avenue Access Driveway (McGurck Building)	638 Sixth Avenue	6/12/1905	\$159,845	\$2,500	Sale	Sold 08/11/2017 (\$10,000)	Sold - Aug. 11, 2017 (\$10,000)	Complete	Complete
San Diego City	S-4	San Diego City-S-4	World Trade Center Garage	1245 Fifth Avenue	7/3/1905	\$3,990,000	\$1,950,000	Sale	Sold 02/11/2019 (\$4,500,000)	Sold - Feb. 11, 2019 (\$4,500,000)	Complete	Complete
San Diego City	S-5	San Diego City-S-5	Renaissance at North Park Community Space	4330 30TH Street, Unit No. 3	2008	\$887,182	\$1	Sale	Sold 08/17/2017 (\$376,000)	Sold - Aug. 17, 2017 (\$376,000)	Complete	Complete
San Diego City	S-6	San Diego City-S-6	Two America Plaza	1111 Kettner Boulevard	1996	\$2,011,900	\$1	Sale	Sold 09/15/2017 (\$4,500,000)	Sold - Sept. 15, 2017 (\$4,500,000)	Complete	Complete
San Diego City	FD-1	San Diego City-FD-1	6901 Linda Vista Road	6901 Linda Vista Road	2000	\$350,000		Future Development	Sale declined (April 2019) issue RFP - early 2020	Anticipate issuing new RFP/NOA 2022 - subject to SLA provisions, if applicable.	Anticipate issuing new RFP/NOA 2025/26 - subject to SLA provisions, if applicable.	Incomplete
San Diego City	FD-2	San Diego City-FD-2	6907-21 Linda Vista Road	6907-21 Linda Vista Road	1976	\$847,450	\$2,900,000	Future Development	Sale declined (April 2019) issue RFP - early 2020	Anticipate issuing new RFP/NOA 2022 - subject to SLA provisions, if applicable.	Anticipate issuing new RFP/NOA 2025/26 - subject to SLA provisions, if applicable.	Incomplete
San Diego City	FD-3	San Diego City-FD-3	917 Cesar E. Chavez Parkway	917 Cesar E. Chavez Parkway	2002	\$40,000	\$40,000	Future Development	Sold 10/12/2018 (\$209,000)	Sold* - Oct. 12, 2018 (\$209,000)	Complete	Complete
San Diego City	FD-4	San Diego City-FD-4	Cedar Gateway Historic Chapel	1630 Sixth Avenue	2008	\$1,093,000	\$1	Future Development	Sold 10/15/2018 (\$620,000)	Sold* - Oct. 15, 2018 (\$620,000)	Complete	Complete
San Diego City	FD-5	San Diego City-FD-5	El Cajon Boulevard/I-15 Site	Northwest Corner of El Cajon Boulevard and I-15 Southbound Off-Ramp/40th Street	2009	\$1,383,550	\$826,000	Future Development	Amendment to PSA pending 12/2019 Close Spring 2020 (\$2,200,000)	Amendment to PSA pending 12/2019 Close Spring 2020 (\$2,200,000)	Complete	Complete
San Diego City	FD-6	San Diego City-FD-6	Former Valencia Park Library Site	101 50th Street	2007	\$530,000	\$240,000	Future Development	Sold 2/1/2019 (\$340,000)	Sold* - Feb. 1, 2019 (\$340,000)	Complete	Complete
San Diego City	FD-7	San Diego City-FD-7	Gateway Center West Industrial	SR 94, Pickwick Avenue & 33rd Street	1979-1984	\$201,200	\$35,115	Future Development	Sold 10/15/2018 (\$389,000)	Sold* - Oct. 15, 2018 (\$389,000)	Complete	Complete
San Diego City	FD-8	San Diego City-FD-8	Gateway Center West Industrial	SR 94, 35th Street & E Street	1981, 1998	\$85,000	\$102,810	Future Development	Sold 10/15/2018 (\$5 included in FD-7)	Sold* - Oct. 15, 2018 (\$5 included in FD-7)	Complete	Complete
San Diego City	FD-9	San Diego City-FD-9	Market Street Site - North Side	4260-4274 Market Street	1999	\$330,000	\$446,199	Future Development	Sold 12/18/2018 (\$655,000)	Sold* - Dec. 18, 2018 (\$655,000)	Complete	Complete
San Diego City	FD-10	San Diego City-FD-10	Market Street Site - South Side	4261-4271 Market Street				Future Development	Sale pending 11/2019 (\$613,668)	Sold* - Dec. 13, 2019 (\$613,668)	Complete	Complete
San Diego City	FD-11	San Diego City-FD-11	North Park Gateway (Woolworth Building)	3067 University Avenue	2010	\$1,953,516	\$1	Future Development	DDA and Comp Agreement pending - (\$1,400,000)	DDA terminated Feb 2022 - anticipate issuing RFP/NOA 2022 - subject to SLA provisions, if applicable.. Compensation Agreement Approved.	Property declared surplus. NOA issued. Negotiations with recommended Developer on-going. Terms accepted and drafting DDA.	Incomplete
San Diego City	FD-12	San Diego City-FD-12	Sally Wong Property	4102-22 University Avenue	2007	\$2,241,995	\$1,050,000	Future Development	Sold 3/18/2019 (\$2,105,000)	Sold* - Mar.18, 2019 (\$2,105,000)	Complete	Complete
San Diego City	FD-13	San Diego City-FD-13	6th & K Parkade	Block Bounded by Sixth and Seventh Avenues and K and L Streets	1999-2005	\$5,912,217	\$23,621,568	Future Development	Site held by SA until bond covenants expire 2025 - in use as public parking garage per redevelopment plan	**Site held by SA until bond covenants expire 2025 - in use as public parking garage per redevelopment plan	**Site held by SA until bond covenants expire 2025 - in use as public parking garage per redevelopment plan	Complete
San Diego City	FD-14	San Diego City-FD-14	Balboa Theatre	868 Fourth Avenue	1985	\$2,500,000	\$28,148,577	Sale	Site held by SA until Lease termination - 2023 - currently in use as cultural and performing arts facility per redevelopment plan	Anticipate issuing RFP/NOA 2022 - subject to SLA provisions, if applicable.	Per approved ARPMP, site has been transferred from SA to City Spring 2024.	Complete
San Diego City	FD-15	San Diego City-FD-15	Chinese Historical Museum Site	404 Third Avenue	1991	\$415,087	\$453,880	Future Development	Subject to long term lease through 2050 - currently in use as museum and cultural center per redevelopment plan	**Subject to long term lease through 2050 - currently in use as museum and cultural center per redevelopment plan	**Subject to long term lease through 2050 - currently in use as museum and cultural center per redevelopment plan	Complete
San Diego City	FD-16	San Diego City-FD-16	Naval Training Center/Liberty Station	Area Bounded by Rosecrans Street, Barnett Avenue, Cushing Road and Womble Road	2002	\$8,300,000	\$2,308,922	Future Development	Pursuant to DDA and other project documents, site subject to multiple and various long term leases.	**Pursuant to DDA and other project documents, site subject to multiple and various long term leases.	**Pursuant to DDA and other project documents, site subject to multiple and various long term leases.	Complete
San Diego City	FD-17	San Diego City-FD-17	North Park Garage	3829 29th Street	2005	\$4,327,977	\$12,747,880	Future Development	In use as public parking garage per redevelopment plan - tbd	**In use as public parking garage per redevelopment plan - tbd	**In use as public parking garage per redevelopment plan - tbd	Complete
San Diego City	FD-18	San Diego City-FD-18	Park-It-On-Market	614 Market Street	1999	\$2,015,396	\$8,090,955	Future Development	Site held by SA until bond covenants expire 2025 - in use as public parking garage per redevelopment plan	**Site held by SA until bond covenants expire 2025 - in use as public parking garage per redevelopment plan	**Site held by SA until bond covenants expire 2025 - in use as public parking garage per redevelopment plan	Complete
San Diego City	FD-19	San Diego City-FD-19	Petrarca Site	836 33rd Street	1984	\$61,615	\$27,108	Future Development	Sold 10/15/2018 (\$5 included in FD-7)	Sold* - Oct. 15, 2018 (\$5 included in FD-7)	Complete	Complete
San Diego City	FD-20	San Diego City-FD-20	Tailgate Park	Area Bounded by 12th Avenue, L Street, 14th Street and Imperial Avenue	1999-2004	\$16,948,256	\$6,477,000	Future Development	Potential RFQ/P - 2020 - Lease in place through 2034 - current use as public parking lot	Under Contract (DDA) - Closing anticipated 2022. Compensation Agreement Approved.	Under Contract (DDA) - Closing delayed pending resolution of litigation. Compensation Agreement Approved.	Complete
San Diego City	FD-21	San Diego City-FD-21	Valencia Business Park Site	Imperial Avenue and Stevens Way	1996	\$131,777	\$49,788	Future Development	Issue RFP - early 2020	Under Contract (DDA) - Closing anticipated 2022. Compensation Agreement Approved.	Escrow closed December 2022. (Purchase price - \$1,243,123)Net sales proceeds distributed to ATEs.	Complete

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San Diego City	FD-22	San Diego City-FD-22	Walker Scott ("On Broadway" Project)	1014 Fifth Avenue	1995	\$802,170	\$806,603	Future Development	Long term Ground lease through 2056 - Tenant has options for two year extensions and Option to purchase fee simple title - 2056/2056/22 year extensions and Option to purchase fee simple title	**Long term Ground lease through 2056 - Tenant has options for two 22 year extensions and Option to purchase fee simple title	**Long term Ground lease through 2056 - Tenant has options for two 22 year extensions and Option to Purchase City's fee title interests. Developer expressed interest in exercising Purchase Option in Fall 2023, but has delayed plans due to economic conditions.	Complete
San Diego City	EO-1	San Diego City-EO-	Lyceum Theatre Tenant Improvements	79 Horton Plaza	1985	\$818,706	\$0	Enforceable Obligation	Per EO - Agency is Master Lessee and Sub Lessor through 2035	Per EO - Agency is Master Lessee and Sub Lessor through 2035	Per EO - Agency is Master Lessee and Sub Lessor through 2035	Complete
San Diego City	EO-2	San Diego City-EO-	Horton Plaza Improvement Project Site	199 Horton Plaza	2014	\$35,070,000	\$1	Enforceable Obligation	Property transferred to City per EO May - 3/3/2016	Property transferred to City per EO - May 3, 2016	Complete	Complete
San Marcos	1a	San Marcos-1a	Via Vera Cruz (1a)	221-061-55	5/24/2012	\$1,027,063.53	\$1,027,063.53	Governmental Use	The parcels identified as Sites #1a - 1d are located in the Creek District Specific Plan Area, and are intended to be used for the purposes delineated in the approved LRPMP. Construction is anticipated to begin in 2020 for Capital Improvement Program Project #s 88263, 88264, 88265, 88505, 88507, and 88529.	The parcels identified as Sites #1a - 1d are located in the Creek District Specific Plan Area, and are in use for the purposes delineated in the approved LRPMP, as construction began in March 2020 for Capital Improvement Program Project #s 88263, 88264, 88265, 88505, 88507, and 88529.	Property transferred to the City September 22, 2015 via Resolution No. 2015-8121 and SA 2015-018.	Complete
San Marcos	1b	San Marcos-1b	Via Vera Cruz (1b)	221-061-54	5/24/2012	Items 1a-1d bundled in same purchase	Items 1-4 bundled in same purchase	Governmental Use				Complete
San Marcos	1c	San Marcos-1c	Via Vera Cruz (1c)	221-061-53	5/24/2012	Items 1a-1d bundled in same purchase	Items 1-4 bundled in same purchase	Governmental Use				Complete
San Marcos	1d	San Marcos-1d	Via Vera Cruz (1d)	221-061-52	5/24/2012	Items 1a-1d bundled in same purchase	Items 1-4 bundled in same purchase	Governmental Use				Complete
San Marcos	2	San Marcos-2	684 Barham	220-250-23	March 2010	\$809,719	\$809,719	Governmental Use	This site is located adjacent to the SR-78 at Woodland Avenue Interchange, and is anticipated to be used for SR-78 interchange and associated public road right-of-way improvements. This parcel is related to Capital Improvement Program Project #88005.	This site is located adjacent to the SR-78 at Woodland Avenue Interchange, and is anticipated to be used for SR-78 interchange and associated public road right-of-way improvements. This parcel is related to Capital Improvement Program Project #88005, which is in the Environmental and Design phases.	This site is located adjacent to the SR-78 at Woodland Avenue Interchange, and is anticipated to be used for SR-78 interchange and associated public road right-of-way improvements. This parcel is related to Capital Improvement Program Project #88005, which is in the environmental and design phases.	Complete
San Marcos	3	San Marcos-3	567 Deer Springs	182-270-11	February 2010	\$1,207,075	\$1,207,075	Sale	This parcel was sold to the San Marcos Unified School District on 10/15/2018, and the proceeds were thereafter distributed by the County Auditor Controller to the affected taxing entities in their respective post-RDA dissolution shares.	Update N/A.	Update N/A.	Complete
San Marcos	4a	San Marcos-4a	South Santa Fe Ave	217-102-55	2010	\$600,356	\$600,356	Governmental Use	The parcels identified as Sites #4a - 4g are intended to be used for the purposes delineated in the LRPMP. This parcel is related to Capital Improvement Program Project #88179, which is anticipated to be advertised for construction in 2020.	The parcels identified as Sites #4a - 4g are intended to be used for the purposes delineated in the LRPMP. This parcel is related to Capital Improvement Program Project #88179. The project is in the Design phase and is awaiting final utility relocation plans and is anticipated to be bid in 2022.	Property transferred to the City September 22, 2015 via Resolution No. 2015-8121 and SA 2015-018.	Complete
San Marcos	4b	San Marcos-4b	South Santa Fe Ave	217-102-57	2010	Items 4a-4g bundled in same purchase	See Item 4a	Governmental Use				Complete
San Marcos	4c	San Marcos-4c	South Santa Fe Ave	217-102-59	2010	Items 4a-4g bundled in same purchase	See Item 4a	Governmental Use				Complete
San Marcos	4d	San Marcos-4d	South Santa Fe Ave	217-102-61	2010	Items 4a-4g bundled in same purchase	See Item 4a	Governmental Use				Complete
San Marcos	4e	San Marcos-4e	South Santa Fe Ave	217-102-63	2010	Items 4a-4g bundled in same purchase	See Item 4a	Governmental Use				Complete
San Marcos	4f	San Marcos-4f	South Santa Fe Ave	217-102-65	2010	Items 4a-4g bundled in same purchase	See Item 4a	Governmental Use				Complete
San Marcos	4g	San Marcos-4g	South Santa Fe Ave	217-103-13	2010	Items 4a-4g bundled in same purchase	See Item 4a	Governmental Use				Complete

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San Marcos	5a	San Marcos-5a	931 Grand Ave	219-152-42	May 2010	\$1,087,776	\$1,087,776	Governmental Use	The City determined it would not proceed with the project for which the parcels identified as Sites 5a - 7 were delineated in the LRPMP. After inquiring whether the Oversight Board would consider a change in disposition and being advised in response that the Oversight Board did not have jurisdiction and that the LRPMP could not be amended, the specified parcels were appraised at commercial value rather than right-of-way value as identified in the LRPMP, and sold on 06/27/2019. The proceeds were thereafter distributed by the County Auditor-Controller to the affected taxing districts.	Update N/A for the parcels identified as Sites 5a - 7.	Property transferred to the City September 22, 2015 via Resolution No. 2015-8121 and SA 2015-018.	Complete	
San Marcos	5b	San Marcos-5b	931 Grand Ave	219-152-44	May 2010		See Item 5a	Governmental Use				Complete	
San Marcos	5c	San Marcos-5c	931 Grand Ave	219-152-45	May 2010		See Item 5a	Governmental Use				Complete	
San Marcos	6	San Marcos-6	930 Linda Vista Drive	219-152-61	May 2010	\$856,086.21	\$856,086.21	Governmental Use				Complete	
San Marcos	7	San Marcos-7	939 Grand Ave	219-152-51	Sept 2009	\$746,284.21	\$746,284.21	Governmental Use				Complete	
San Marcos	8a	San Marcos-8a	W. San Marcos Blvd	221-041-63	Jan 2010	\$1,914,477.95	\$1,914,477.95	Governmental Use	The parcels identified as Sites #8a - 8b are intended to be used for the purposes delineated in the approved LRPMP, as well as mitigation for such purposes. Construction is anticipated to begin in 2019 for Capital Improvement Program Project #s 88263, 88264, 88265, 88505, 88507, and 88529.	The parcels identified as Sites #8a - 8b are in use for the purposes delineated in the approved LRPMP, as well as mitigation for such purposes, as construction began in March 2020 for Capital Improvement Program Project #s 88263, 88264, 88265, 88505, 88507, and 88529.	Property transferred to the City September 22, 2015 via Resolution No. 2015-8121 and SA 2015-018.	Complete	
San Marcos	8b	San Marcos-8b	W. San Marcos Blvd	221-041-64	Jan 2010		See Item 8a	Governmental Use				Complete	
Santee	1	Santee-1	9219-39 Mission Gorge Rd	383-124-18-00	4/30/2005	\$439,000.00	Undetermined	Sale	These four parcels were conveyed to the City of Santee for future development, subject to a future compensation agreement, on 6/27/18 as authorized by Oversight Board Resolution No. CDCSAOB 02-2018 (attached). There has been a lack of development interest in these parcels to date and no development or other activity has occurred on these parcels since they were conveyed to the City of Santee.	There is no change in the status of these parcels. The future compensation agreement has not been developed, but would be done in advance of any disposition or the receipt of any income to be derived from these parcels.	Surplus Land Act process was initiated with NOA on the 4 parcels on 12/30/22. The 60-day noticing period was followed by a 90-day period of negotiation ending 5/30/23 with no developer interest. SLA documentation was submitted to HCD on 6/1/23 and HCD granted authorization to proceed with disposition on 6/22/23. The parcels were marketed in late 2023 and an updated Appraisal Report was secured dated 2/7/24 with a total valuation of \$497,000. City is currently in negotiations to potentially sell the parcels to the adjacent property owner. Work has been initiated on the taxing agency compensation agreements.	Incomplete	
Santee	2	Santee-2	8864 Justa Lane	383-124-20-00	4/30/2005		Items 1-5 bundled in one purchase	Undetermined				Sale	Incomplete
Santee	3	Santee-3	Mission Gorge Rd	383-124-54-00	4/30/2005		Items 1-5 bundled in one purchase	Undetermined				Sale	Incomplete
Santee	4	Santee-4	Mission Gorge Rd	383-124-56-00	4/30/2005		Items 1-5 bundled in one purchase	Undetermined				Sale	Incomplete
Santee	5	Santee-5	9245 Mission Gorge Rd	383-124-19-00	4/30/2005		Nominal or zero	Governmental Use	Upon review, title has been held in the name of the City of Santee and not the CDC since this parcel was acquired. No action required.	No further action required.	No further action required.	Complete	
Santee	6	Santee-6	9750 Mission Gorge Rd alley	381-530-29-00	2/7/1988	\$15,600	Nominal or zero	Governmental Use	Title transferred to City of Santee on 2/13/17	No further action required.	No further action required.	Complete	
Santee	7	Santee-7	Propect & Magnolia	384-141-12-00	12/10/1986	\$113,000	Nominal or zero	Governmental Use	Title transferred to City of Santee on 2/13/17	No further action required.	No further action required.	Complete	
Vista	1	Vista-1	430 Vista Village	163-331-42	3/13/2009	\$503,616	\$380,000	Sale	Sold Grant Deed recorded as of 10/16/2014 - \$365,000	Sold Grant Deed recorded as of 10/16/2014 - \$365,001	Sold Grant Deed recorded as of 10/16/2014 - \$365,000	Complete	
Vista	2	Vista-2	171 Lado de Loma	164-204-06, 164-204-07, 164-204-08	2001-2003	\$2,180,000	\$2,312,875	Sale	Sold Grant Deed recorded as of 08/29/2014 - \$1,500,000	Sold Grant Deed recorded as of 08/29/2014 - \$1,500,001	Sold Grant Deed recorded as of 08/29/2014 - \$1,500,000	Complete	
Vista	3	Vista-3	Edge Drive	164-205-03, 164-205-04, 164-205-10	1998	N/A	\$1,901,850	Sale	Sold Grant Deed recorded as of 11/29/2016 - \$556,526	Sold Grant Deed recorded as of 11/29/2016 - \$556,527	Sold Grant Deed recorded as of 11/29/2016 - \$556,526	Complete	
Vista	4	Vista-4	Recreation Drive	164-205-09	1998	N/A	\$0	Governmental Use	Not yet transferred	Not yet transferred	Not yet transferred	Incomplete	
Vista	5	Vista-5	242 Vista Village Drive	164-290-48	3/8/2011	\$1,995,000	N/A	Enforceable Obligation	Sold Grant Deed recorded as of 05/23/2014 - \$680,000	Sold Grant Deed recorded as of 05/23/2014 - \$680,001	Sold Grant Deed recorded as of 05/23/2014 - \$680,000	Complete	
Vista	6	Vista-6	450 W. Vista Way	164-320-09, 164-320-14, 164-320-15	5/26/2010	\$10,471,000	\$8,860,000	Enforceable Obligation	Satisfied Acquisition Disposition and Development Agreement - was linked with 242 Vista Village Drive	Transfer to Care/West Vista Way LLC 03/12/2014 2014-0098665	Satisfied Acquisition Disposition and Development Agreement - was linked with 242 Vista Village Drive	Complete	
Vista	7	Vista-7	1715 Hacienda	166-440-46	5/13/2010	\$5,650,000	\$5,650,000	Other	Lease Agreement with BMW	Lease Agreement with BMW	Lease Agreement with BMW	Complete	
Vista	8	Vista-8	1315 N. Santa Fe Ave	173-080-37	2009	\$100,777	\$113,610	Sale	Sold Grant Deed recorded as of 11/13/2014 - \$74,000	Sold Grant Deed recorded as of 11/13/2014 - \$74,001	Sold Grant Deed recorded as of 11/13/2014 - \$74,000	Complete	
Vista	9	Vista-9	345 N. Santa Fe Ave	175-131-20	11/13/2007	\$542,000	\$150,000	Sale	Sold Quitclaim Deed recorded as of 02/04/2014 - \$150,000	Sold Quitclaim Deed recorded as of 02/04/2014 - \$150,001	Sold Quitclaim Deed recorded as of 02/04/2014 - \$150,000	Complete	
Vista	10	Vista-10	238 N. Indiana	175-136-03	8/18/2006	\$429,000	\$182,000	Sale	Sold Grant Deed recorded as of 07/11/2014 - \$94,000	Sold Grant Deed recorded as of 07/11/2014 - \$94,001	Sold Grant Deed recorded as of 07/11/2014 - \$94,000	Complete	
Vista	11	Vista-11	132-134, 140 N. Indiana, 126 Main St, 140 Main St	175-137-28, 175-137-29	2008	\$1,928,844	\$1,928,844	Enforceable Obligation	Sold Grant Deed recorded as of 01/09/2017 - \$1,260,000	Sold Grant Deed recorded as of 01/09/2017 - \$1,260,001	Sold Grant Deed recorded as of 01/09/2017 - \$1,260,000	Complete	

**Status of Properties in LRPMP as of May 2024**

City	Site	City + Site	Property	Parcel or Address Data	Date Acquired	Value at Time of Acquisition	Estimated Value when LRPMP Approved	Intended Use Stated in Approved LRPMP	Nov 2019 Status of Disposition (including date if available)	Apr 2022 Status of Disposition (including date if available)	May 2024 Status of Disposition (including date if available)	Summary Status
Vista	12	Vista-12	235 Main St	175-271-20	11/21/1997	\$157,937	\$314,350	Future Development	Property still owned by Successor Agency	Property still owned by Successor Agency	Property still owned by Successor Agency	Incomplete
Vista	13	Vista-13	127 Main St	175-276-13	6/20/2008	\$478,650	\$478,125	Sale	Sold Grant Deed recorded as of 03/03/2015 - \$425,000	Sold Grant Deed recorded as of 03/03/2015 - \$425,001	Sold Grant Deed recorded as of 03/03/2015 - \$425,000	Complete
Vista	14	Vista-14	150 E. Broadway	175-276-34	1/31/2009	\$679,345	\$679,345	Sale	Sold Grant Deed recorded as of 12/08/2014 - \$315,000	Sold Grant Deed recorded as of 12/08/2014 - \$315,001	Sold Grant Deed recorded as of 12/08/2014 - \$315,000	Complete
Vista	15	Vista-15	Broadway/Haines	175-276-35	11/31/1993	\$144,495	\$230,325	Future Development	Access Easement in conjunction with 150 Broadway sale	Transferred to Successor Agency Recorded 5/13/16 (Doc# 2016-0231350) for Downtown Vista Parking Lot	Transferred to Successor Agency Recorded 5/13/16 (Doc# 2016-0231350) for Downtown Vista Parking Lot	Complete
Vista	16	Vista-16	101 Main St	175-278-36	11/20/2008	\$3,167,838	\$1,123,000	Other	Lease Agreement with Sonic	Lease Agreement with Sonic	Lease Agreement with Sonic	Complete
Vista	17	Vista-17	123-219 S Santa Fe Ave	175-277-03	6/25/2010	\$1,025,000	\$706,500	Governmental Use	Not yet transferred	Lease Agreement with Paseo Family Housing L.P. Recorded 10/6/16 (Doc# 2016-0538195) for affordable housing development	Lease Agreement with Paseo Family Housing L.P. Recorded 10/6/16 (Doc# 2016-0538195) for affordable housing development	Complete
Vista	18	Vista-18	306 S. Santa Fe Ave	175-304-01	2/10/2009	\$701,932	\$1,236,300	Sale	Sold Grant Deed recorded as of 03/09/2015 - \$140,000	Sold Grant Deed recorded as of 03/09/2015 - \$140,001	Sold Grant Deed recorded as of 03/09/2015 - \$140,000	Complete
Vista	19	Vista-19	S. Santa Fe	179-022-27	6/3/1992	\$170,000	\$124,775	Sale	Property still owned by Successor Agency	Property still owned by Successor Agency	Property still owned by Successor Agency	Incomplete
Vista	20	Vista-20	635 S. Santa Fe Ave	179-051-05	9/14/2009	\$310,000	\$316,800	Sale	Sold Grant Deed recorded as of 10/16/2014 - \$365,000	Sold Grant Deed recorded as of 10/16/2014 - \$365,001	Sold Grant Deed recorded as of 10/16/2014 - \$365,000	Complete
Vista	21	Vista-21	114 Natal Way	179-124-04	10/30/2008	\$210,000	\$190,350	Sale	Sold Grant Deed recorded as of 11/07/2014 - \$71,523	Sold Grant Deed recorded as of 11/07/2014 - \$71,524	Sold Grant Deed recorded as of 11/07/2014 - \$71,523	Complete