



REPORT

DATE ISSUED: March 23, 2005

ITEM 104

REPORT NO: HCR05-26
For the Agenda of April 8, 2005

SUBJECT: Award of Contract for Parking Operation Services for the “Smart Corner” Office Building (District 2)

SUMMARY

Issue: Should the San Diego Housing Commission enter into a contract with a parking garage operator to manage the parking facility at the Housing Commission’s new office building located at “Smart Corner”?

Recommendation: Approve the award of contract for parking operation services to Ace Parking Management, Inc. for a two (2) year period with the option to renew for three (3) consecutive one (1) year periods, and authorize the Chief Executive Officer to execute the Management Agreement (Attachment 1).

Fiscal Impact:

Auditors Certificate: 05-094
Amount of Compensation: The garage operator will be paid from parking revenue. Maximum compensation to the garage operator over a two year period shall not exceed \$361,209. The Housing Commission will share cost with the Condominium Developer/Home Owners Association (HOA) at a ratio of 41.67% for the Housing Commission and 58.33% for the HOA.
Revenue Source: Facilities Management
Division: Programs
Line Item: Contract/Consultant

Equal Opportunity Statement: Ace Parking Management, Inc. is not a certified Disadvantaged, Women Owned or Disabled Veteran Business Enterprise. A Certificate of Compliance and a Workforce Analysis has been provided and shows that this vendor is in compliance with the San Diego Housing Commission Equal Opportunity Program. Information on the Workforce Analysis (Attachment 3) indicates that 62% of the company’s workforce is minority.

Previous Related Actions: On July 23, 2003, the Housing Commission voted to recommend that the Housing Authority approve a Purchase and Sale Agreement (PSA) with Lankford & Associates, Inc. for the Housing Commission's proposed office building (Report HCR03-053).

On July 29, 2003, the Housing Authority of the City of San Diego approved the PSA with Lankford & Associates, Inc. (HAR03-004).

Environmental Review: This project has been reviewed by Environmental Analysis Staff and determined to be exempt from CEQA pursuant to CEQA Guidelines Section 15060(c) (3). See Notice of Exemption which is attached as Attachment 5.

BACKGROUND

In the summer of 2003, the San Diego Housing Commission and Housing Authority approved a Purchase and Sale Agreement (PSA) with Lankford and Associates, Inc. (Developer/Seller) which was subsequently executed on July 29, 2003. Under the terms of the PSA, the Developer/Seller is to construct for the Housing Commission a five level office building and a four level subterranean parking structure. The top two levels of the parking structure are to be used by the Housing Commission employees, visitors to the Housing Commission and other office and retail tenants. Valet parking is being utilized here in order to allow for parking in the aisles, thereby maximizing cash flow. The bottom two levels will be used by the occupants of the condominium structure also being developed on the property immediately adjacent to the Commission's office building.

Under the terms and conditions of the Parking Easement Agreement(Attachment 2) entered into between the Housing Commission and Developer, costs associated with the parking garage operator are to be shared. The cost sharing, 41.67% Housing Commission and 58.33% Developer/HOA, was derived from a proration of the number of assigned parking spaces. In accordance with the Parking Easement, the Housing Commission will manage the contract and pay for all costs and will be reimbursed from the Developer/HOA on a monthly basis.

DISCUSSION

On August 19, 2004 the Housing Commission entered into a contract with Walker Parking Consultants to assist Housing Commission staff in the creation of the Request For Proposal, Management Agreement, and to participate on the evaluation committee for Parking Service Operator.

On January 6, 2005, the Housing Commission issued a Request for Proposal (RFP) seeking a highly qualified parking garage operator to manage the parking facility. Although the parking garage is not scheduled to open until November 2006, certain consulting services, including selection of parking equipment and review of related construction drawings are now required. The proposed work to be

performed by the selected Parking Garage Operator under this contract includes, but is not limited to: (1) Advertise availability of parking space to maximize options; (2) Manage and operate the valet parking; (3) Advise Commission in regard to type of parking agreements and leases, lease provisions, lease terms, lease rates, etc; (4) Collect revenue and maintain all income and expense records related to the management and operation of the facility, including both self-park and semi- valet operations.

Advertisements were placed in the *San Diego Union*, the *San Diego Daily Transcript*, *La Prensa*, *San Diego Business Journal* and the *Voice and Viewpoint*. During the proposal period a total of nine (9) solicitation packages were provided to interested parking garage operator firms.

At the closing date of February 8, 2005, responses were received from the following entities: Central Parking System, Inc., Ace Parking Management, Inc., and Five Star Parking San Diego. On February 18, 2005, the Evaluation Committee (Charles Christensen, Housing Commission General Counsel; Richard Raskin of Walker Parking Consultants and Steven Snyder, Director of Facilities), held interviews in order to review the three responses and rank them in accordance with the requirements of the RFP (25% of the score based on qualifications and 75% on compensation). The Evaluation Committee determined that Ace Parking demonstrated the most local experience in managing parking garages, provided the most advantageous response, and is capable of performing this service (Attachment 4).

Respectfully Submitted,

Steve Snyder
Director of Facilities

**Signature on File
With Original Document**

Approved by,

Elizabeth C. Morris
President and CEO

G. Gelbman 578-7524

- Attachment:
- 1- Parking Management Agreement
 - 2- Parking Easement Agreement
 - 3- Workforce Analysis
 - 4- Evaluation Committee Consensus Form
 - 5- Notice of Exemption

ATTACHMENT 1

PARKING MANAGEMENT AGREEMENT

This PARKING MANAGEMENT AGREEMENT is made and entered into this _____ day of April, 2005 (this "Agreement") by and between the San Diego Housing Commission, a public agency, (hereinafter referred to as "Commission"), and Ace Parking a California Corporation (hereinafter referred to as "Operator"). It is understood and agreed that Operator shall be defined to include Operator and Operator's agents, invitees, assignees, contractors and subcontractors utilized by Operator in the performance of services under this Agreement or otherwise provided.

In consideration of the mutual covenants set forth below the parties agree as follows:

1. **Engagement.** This Agreement provides for the performance of certain Parking Services by Operator within and upon the parking facility (hereinafter referred to as "Facility"), located, in the City of San Diego, County of San Diego, State of California on the city block bounded by Broadway, C Street, 11th Avenue and Park Blvd. Operator hereby accepts such engagement and agrees to manage the Facility and to diligently and faithfully perform and discharge the duties and responsibilities set forth herein consistent with the reasonable policies established by Commission and with the Purchase and Sale Agreement and Escrow Instructions by and between Commission and Lankford and Associates, Inc. (the "Purchase and Sale Agreement"), and the Parking Easement Agreement ("Parking Easement") encumbering the Facility.

2. **Condition of the Facility.**

a. Operator represents, warrants and covenants to Commission that, as of the date of this Agreement, Operator has conducted its own reasonable investigation of the plans and specifications for the Facility, including, without limitation, the accessibility and location of utilities, the improvements, and the presence of any hazardous substances, and any other matters which in Operator's judgment might affect or influence Operator's operation or use of the Facility or Operator's willingness to enter into this Agreement. Operator hereby approves the plans and specifications for the Facility and agrees to accept this engagement and the operation and use of the Facility in the conditions set forth in the plans and specifications for the Facility and acknowledges that Commission has made no representation of any kind in connection with the improvements to, or the physical conditions on, or bearing on the use of, the Facility. Operator shall rely solely on Operator's own inspection and examination of such items and not on any representations of Commission, express or implied.

b. Operator represents, warrants, and covenants to Commission that Operator will reasonably examine and inspect all matters with respect to insurance costs,

ATTACHMENT 2

**NO CHARGE ON THIS DOCUMENT
FOR THE BENEFIT OF A STATE
AGENCY FORMED BY THE CITY OF
SAN DIEGO**

**Recording Requested By And When
Recorded Mail To:**

CHRISTENSEN, SCHWERDTFEGER &
SPATH LLP
444 West C Street, Suite 200
San Diego, CA 92101

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (“Easement Agreement”) is entered into as of this ___ day of _____ 200__, by and between the SAN DIEGO HOUSING COMMISSION, a public agency (“Commission”) and CJUF SMART CORNER, LLC, a Delaware limited liability company (“Developer”).

RECITALS

A. Commission and Developer have entered into a Purchase and Sale Agreement dated July 29, 2003 (“Purchase and Sale Agreement”), pursuant to which Developer is selling to Commission two (2) parcels of real property improved with a five (5) story office building (“Office Building”) and a four (4) story underground parking structure (“Parking Structure”), which are portions of a mixed use project which includes a third parcel improved with a condominium tower further described below (collectively, the “Project”). The Project is located at C Street and 12th Avenue in the City of San Diego, County of San Diego, State of California, as more particularly described on Exhibit “A” attached hereto.

B. The parcel within which the Parking Structure is located is more particularly described on Exhibit “B,” attached hereto (the “Parking Structure Parcel”). Upon closing of the Purchase and Sale Agreement, Commission will own title to the Parking Structure Parcel in fee simple.

C. The parcel within which the Office Building is located is more particularly described on Exhibit “C,” attached hereto (the “Office Building Parcel”). Upon closing of the Purchase and Sale Agreement, Commission will own title to the Office Building Parcel in fee simple.

D. The Parking Structure contains approximately six hundred forty (640) parking spaces. Commission will occupy the top two (2) floors of the Parking Structure, which will include not less than two hundred sixty-seven (267) parking spaces, all as depicted in Exhibit “D”, attached hereto (“Commission Exclusive Parking Area”). Pursuant to this Easement Agreement, Commission will grant an exclusive use perpetual easement to the

Developer (including Developer's successors and assigns, the homeowners and/or retail owner's association formed to maintain the common area of the Developer Exclusive Parking Area, and each of the homeowners who will receive an assignment of exclusive use parking space easements within the Developer Exclusive Parking Area) over the bottom two (2) floors of the Parking Structure and over a portion of the first floor of the Parking Structure for handicap parking, which will include approximately three hundred seventy-three (373) parking spaces, all as depicted on Exhibit "E", attached hereto ("Developer Exclusive Parking Area").

E. Developer is constructing a nineteen (19) story, three hundred one (301) unit condominium tower (the "Residential Tower"), on a portion of the Project with retail space on the ground floor of the Residential Tower. The parcel within which the Residential Tower is located is more particularly described in Exhibit "F" attached hereto ("Residential Tower Parcel"). Developer desires to have Commission grant the easements as provided herein in order to provide parking for the purchasers of the condominium units in the Residential Tower including the retail space located on the ground floor of the Residential Tower.

F. In addition, both the Commission and the Developer require easements over the other's ownership for purposes of locating utilities, for support, maintenance, repair, construction and reconstruction of the Parking Structure, the Office Building and the Residential Tower including the retail space located within the Residential Tower and within the Office Building. The Developer also requires a special easement over portions of the Parking Structure for parking, including handicap parking purposes and for the operation, maintenance, repair, reconstruction and construction of the Residential Tower elevators and the Residential Tower.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Commission and Developer hereby agree as follows:

DEFINITIONS. As used in this Easement Agreement, the following terms shall have the following meanings:

Accounting And Request For Payment. "Accounting And Request For Payment" is defined in Section 6.4 of this Easement Agreement.

ADR Process. "ADR Process" is defined in Section 6.7.2 of this Easement Agreement.

Allocable Shares. "Allocable Shares" shall refer collectively to Allocable Share of Parking Shared Costs, Allocable Share of Emergency Energy Generator Shared Costs and Allocable Share of Storm Water Pump Shared Costs.

Allocable Share of Emergency Energy Generator Costs. "Allocable Share of Emergency Energy Generator Shared Costs" is defined in Section 2.3(f)(1) of this Easement Agreement.

Allocable Share of Parking Shared Costs. "Allocable Share of Parking Shared Costs" shall mean that percentage which represents (267/640) or forty-one and 67/100 percent

(41.67%) for the Commission and (373/640) or fifty-eight and 33/100 percent (58.33%) for the Developer, its permitted successors and assigns, including the Homeowner's Association and/or Retail Owner's Association, if any, for the Residential Tower.

Allocable Share of Storm Water Pump Shared Costs. "Allocable Share of Storm Water Pump Shared Costs" shall mean that percentage which represents (267/640) or forth one and 67/100 percents (41.67%) for the Commission and 373/640) or fifty-eight and 33/100 percent (58.33%) for the Developer, its permitted successors and assigns, including the Homeowner's Association and/or Retail Owner's Association, if any, for the Residential Tower.

Authority. "Authority" shall mean the Housing Authority of the City of San Diego.

Claims. "Claims" is defined in Sections 8.1 and 9.1 of this Easement Agreement.

City. "City" shall mean the City of San Diego, which is located within the County of San Diego, State of California.

Commission. "Commission" shall mean the San Diego Housing Commission, a public agency.

Commission Exclusive Parking Area. "Commission Exclusive Parking Area" shall mean the top two (2) floors of the Parking Structure (excluding the Residential Handicapped Parking Easement Area), which will include not less than two hundred sixty-seven (267) parking spaces, all as depicted in Exhibit "D." The Commission Exclusive Parking Area and the parking spaces contained therein are reserved solely and exclusively for the use of the Commission, and its successors and assigns as provided herein. Provided, however, that the Commission Exclusive Parking Area shall be subject to a nonexclusive ingress and egress easement over, along and across that property more particularly described in Exhibit "G". The Commission Exclusive Parking Area shall be subject to an nonexclusive easement for the repair, maintenance, construction and reconstruction and support of the Developer Exclusive Parking Area and the Residential Tower over, across, along and through the Commission Exclusive Parking Area and the Parking Structure, which easement shall be utilized by the Developer in a manner to minimize the disruption and inconvenience to the users of said Commission Exclusive Parking Area and the Parking Structure, but only upon twenty-four (24) hours advance notice or such other notice as may be practicable under the circumstances.

Casualty Insurance Policy. "Casualty Insurance Policy" is defined in Section 7.2 of this Easement Agreement and includes insurance insuring the entirety of the Parking Structure, including the Commission Exclusive Parking Area, the Developer Exclusive Parking Area (to the extent permitted by the insurance company chosen by the Commission. To the extent that the insurer will not permit the purchase of such insurance, the Developer shall procure such additional insurance coverage as it may, in its sole discretion, require insuring casualty losses to the Developer Exclusive Parking Area) and all improvements that constitute the Parking Structure.

Developer. "Developer" shall mean CJUF Smart Corner, LLC, a Delaware limited liability company, assignee to Lankford and Associates, Inc., a Colorado corporation,

under the Purchase and Sale Agreement. Developer, or its permitted assignee under the Purchase and Sale Agreement, has the further right to assign this Easement Agreement as provided in Section 13 of this Easement Agreement, in such event the term “Developer” shall include any such assignee.

Developer Exclusive Parking Area. “Developer Exclusive Parking Area” shall mean the bottom two (2) floors of the Parking Structure, which will include approximately three hundred seventy-three (373) parking spaces, all as depicted on Exhibit “E” and the Residential Handicapped Parking Easement Area. The Developer Exclusive Parking Area and the parking spaces contained therein are reserved solely and exclusively for the use of the Developer, and its successors and assigns as provided herein. The Developer Exclusive Parking Area shall be subject to a nonexclusive easement or right of use reserved to the Commission, its heirs, successors and assigns, for the repair, maintenance, construction and reconstruction and support of the Parking Structure and the Office Building over, under, across, along and through the Developer Exclusive Parking Area, which easement shall include without limitation the right to place conduit, piping, mechanical improvements and all other reasonably necessary improvements over, under, across, along and through the Developer Exclusive Parking Area, which easement shall be utilized by the Commission, its successors, heirs and assigns, in a manner to minimize the disruption and inconvenience to the users of said Developer Exclusive Parking Area, but only upon twenty-four (24) hours advance notice or such other notice as may be practicable under the circumstances.

Disapproval Notice. “Disapproval Notice” is defined in Section 6.6.1 of this Easement Agreement.

Easement Agreement. “Easement Agreement” shall mean this Parking Easement Agreement between Developer and Commission.

Emergency Energy Generator Shared Costs. “Emergency Energy Generator Shared Costs” is defined in Section 2.3(f)(1) of this Easement Agreement.

Effective Date. “Effective Date” shall mean the date on which the last of the following has occurred: (i) this Easement Agreement has been duly executed by all parties hereto, including Commission’s General Counsel; (ii) this Easement Agreement has been formally approved by resolution of the Commission’s board; (iii) this Easement Agreement has been duly recorded in the Office of the County Recorder for the County of San Diego; and, (iv) Commission has obtained fee simple title to the Parking Structure.

Expenses. “Expenses” is defined in Sections 8.1 and 9.1 of this Easement Agreement.

Final Decision. “Final Decision” is defined in Section 6.7.2.3 of this Easement Agreement.

Hearing Officer. “Hearing Officer” is defined in Section 6.7.2.1 of this Easement Agreement.

Indemnified Parties. “Indemnified Parties” is defined in Sections 8.1 and 9.1 of this Easement Agreement.

Liabilities. “Liabilities” is defined in Sections 8.1 and 9.1 of this Easement Agreement.

Mediation Period. “Mediation Period” is defined in Section 6.7.2 of this Easement Agreement.

Nonexclusive Access Easement. “Nonexclusive Access Easement” is defined in Section 2.3 of this Easement Agreement.

Non-Rebuilding Party. “Non-Rebuilding Party” is defined in Section 10.3 of this Easement Agreement.

Notice Of Submission. “Notice Of Submission” is defined in Section 6.7.2 of this Easement Agreement.

Objecting Party. “Objecting Party” is defined in Section 6.6.1 of this Easement Agreement.

Office Building. “Office Building” shall mean the five (5) story office building located on a portion of the Project and sold by the Developer to Commission.

Parking Safety Systems. “Parking Safety Systems” shall mean the fire control systems for the Parking Structure only, including without limitation the water sprinklers, alarms, smoke detectors, control systems and fire suppression systems.

Parking Structure. “Parking Structure” shall mean the four (4) story underground parking structure that contains approximately six hundred forty (640) parking spaces located on the Parking Structure Parcel.

Parking Structure Parcel. “Parking Structure Parcel” shall mean that certain real property located in the City of San Diego, County of San Diego, State of California, more particularly described on Exhibit “B,” attached hereto.

Parking Shared Costs. “Parking Shared Costs” is defined in Section 6.2.2 of this Easement Agreement.

Permittees. “Permittees” shall mean the guests, visitors, tenants, employees, agents, licensees and invitees of the parties and any easement holders within the Project, as the context may require.

Project. “Project” shall mean that certain real property located in the City of San Diego, County of San Diego, State of California, consisting of the entire city block and all improvements now or hereafter located at C Street and 12th Avenue, more particularly described on Exhibit “A,” attached hereto.

Property Taxes. “Property Taxes” shall mean all real and personal property taxes and assessments, transfer taxes in lieu of, in substitution for or in addition to real and personal property taxes and assessments and all other taxes, charges, levies and license and permit fees of any kind or nature whatsoever, general or special, ordinary or extraordinary, including possessory interest taxes, which are now or at any time in the future are levies assessed, imposed, confirmed or which become due and payable out of or with respect to the Parking Structure.

Purchase and Sale Agreement. “Purchase and Sale Agreement” shall mean that certain Purchase and Sale Agreement and Escrow Instructions, dated July 29, 2003, by and between Developer, as seller, and Commission, as purchaser.

Rebuilding Party. “Rebuilding Party” is defined in Section 10.3 of this Easement Agreement.

Requesting Party. “Requesting Party” is defined in Section 6.6.1 of this Easement Agreement.

Residential Handicapped Parking Easement Area. “Residential Handicapped Parking Easement Area” shall mean those handicapped parking spaces reserved for the benefit of the Residential Tower occupants only, which shall be located on the first floor of the Commission Exclusive Parking Area, which will include approximately seven (7) parking spaces, as depicted on Exhibit “E” attached hereto. The Residential Handicapped Parking Area is a portion of the Developer Exclusive Parking Area. Notwithstanding anything to the contrary herein, there shall be no visitor parking allowed on the Residential Handicapped Parking Easement Area.

Residential Life Safety Systems. “Residential Life Safety Systems” shall mean the fire control facilities and systems which are reasonably necessary to operate the water sprinklers, alarms, smoke detectors and control systems, fire suppression systems for the Residential Tower only.

Residential Tower. “Residential Tower” shall mean the nineteen (19) story, three hundred one (301) unit condominium tower, including the retail space located within the condominium tower and related improvements and the trolley station and related improvements, located adjacent to the Office Building and constructed on a portion of the Project.

Residential Tower Parcel. “Residential Tower Parcel” shall mean that certain real property located in the City of San Diego, County of San Diego, State of California, more particularly described on Exhibit “F,” attached hereto.

Shared Costs. “Shared Costs” shall refer collectively to the Parking Shared Costs, the Emergency Energy Generator Shared Costs and the Storm Water Pump Shared Costs. Notwithstanding anything to the contrary contained herein, under no circumstances shall any revenues, including without limitation revenues generated by the Parking Structure, be shared, except that each party hereto shall be entitled to receive all revenue generated from its exclusive parking area.

Storm Water Pump. “Storm Water Pump” is defined in Section 3.3 of this Easement Agreement.

Storm Water Pump Shared Costs. “Storm Water Pump Shared Costs” is defined in Section 6.2.1 of this Easement Agreement.

EASEMENTS.

1.1 Grant of Exclusive Parking Easement. Commission, as owner of the Parking Parcel, hereby grants to Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual condominium units thereof, an exclusive easement over the Developer Exclusive Parking Area, which shall benefit and be appurtenant to the Residential Tower Parcel and be subject to the terms and conditions contained herein. The location of the Developer Exclusive Parking Area is shown on Exhibit “E,” attached hereto. During construction of the Residential Tower, the Developer shall utilize such easement in such a manner so as to allow the Commission and its occupants, tenants, licensees and users to utilize the Parking Structure throughout the term of construction in a safe and unimpeded manner and in such a manner as to not reduce the useable number of Commission parking spaces to less than two hundred sixty-seven.

Grant of Exclusive Handicap Parking Easement. Commission, as owner of the Parking Parcel, hereby grants to Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual condominium units thereof, an exclusive easement over the Residential Handicapped Parking Easement Area, solely for the purpose of providing Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual condominium units thereof, with the right to access and use the handicap spaces located thereon (“Exclusive Handicap Easement”). The location of the Exclusive Handicap Easement Area is shown on Exhibit “E,” attached hereto. Use of the Exclusive Handicap Easement shall be limited to Residential Tower residents displaying a distinguishing license plate or placard issued by the California Department of Motor Vehicles on their vehicles. Except as otherwise provided in this Section 2.2 or as the parties may agree, under no circumstances shall Developer, its successors in interest to the Residential Tower Parcel, the Residential Tower, or the individual condominium units thereof or any guest or visitor of the same, have the right to park on or in the Commission Exclusive Parking Area.

(a) Grant of Nonexclusive Access Easement. Commission, as owner of the Parking Parcel, hereby grants to Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual condominium units thereof, a nonexclusive easement over the portion of the Parking Structure Parcel depicted on Exhibit “G,” attached hereto, solely for purpose of providing Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual condominium units thereof, with vehicular access to the Developer Exclusive Parking Area, including the Residential Handicapped Parking Easement Area (“Nonexclusive Access Easement”). During construction of the Residential Tower and thereafter, the Developer, its heirs, successors and assigns, shall utilize such easement in such a manner so as to allow the Commission and its occupants, tenants, licensees and users to utilize the Parking Structure throughout the term of construction in an safe

and unimpeded manner and in such a manner as to not reduce the useable number of Commission parking spaces to less than two hundred sixty-seven.

(b) Grant of Other Nonexclusive Easements. Commission, as owner of the Parking Parcel, hereby grants to the Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower and the individual condominium units thereof, nonexclusive easements over, across, through and under those portions of the Parking Structure and the Parking Parcel necessary and/or convenient for support of the improvements associated with the Residential Tower and the Developer Exclusive Parking Area, together with such nonexclusive easements as are reasonably necessary for the repair, maintenance, construction and reconstruction of the Residential Tower and the Parking Structure. Such easements shall be utilized in a manner to minimize the inconvenience and disruption of the activities and business of the occupants and users of the Parking Structure and the Parking Parcel (“Nonexclusive Support, Maintenance and Repair Easement”). During construction of the Residential Tower and thereafter, the Developer, its heirs, successors and assigns, shall utilize such easement in such a manner so as to allow the Commission and its occupants, tenants, licensees and users to utilize the Parking Structure throughout the term of construction in a safe and unimpeded manner and in such a manner as to not reduce the useable number of Commission parking spaces to less than two hundred sixty-seven.

(c) Grant of Special Staircase Easements. Commission, as owner of the Parking Parcel, hereby grants to the Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower and the individual condominium units thereof, nonexclusive easements over, across, through and under those portions of the Parking Structure and the Parking Parcel as described in Exhibit “H” hereto that are necessary and/or convenient to construct, operate, maintain, repair, reconstruct and use the elevators and staircases which provide access from the Residential Tower Parcel to the Parking Structure, provided that the costs of maintenance, construction, repair and operation, including utilities for said elevators and staircases shall be the exclusive cost and expense of the Developer and its permitted successors in interest. Notwithstanding anything to the contrary contained herein, nothing contained herein is intended to or does limit use of the staircases described in Exhibit “H”, by the Commission and its occupants, tenants, licensees, invitees and users. During construction of the Residential Tower and thereafter, the Developer, its heirs, successors and assigns, shall utilize such easement in such a manner so as to allow the Commission and its occupants, tenants, licensees, invitees and users to utilize the Parking Structure throughout the term of construction in a safe and unimpeded manner and in such a manner as to not reduce the useable number of Commission parking spaces to less than two hundred sixty-seven.

(d) Grant of Trash Facility Easement. Commission, as owner of the Parking Parcel, hereby grants to the Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower and the individual condominium units thereof nonexclusive easements over, across, through and under the Parking Structure and the Parking Parcel, as described in Exhibit “I” hereto, as necessary and/or convenient to access and use the trash room and trash facilities located in the Parking Structure, provided that the costs of maintenance, construction, repair and operation of the trash room and trash facilities shall be the exclusive cost and expense of Developer and its permitted successors in interest.

(e) Grant of Utility Facility and Residential Life Safety Systems Easements.

Commission, as owner of the Parking Parcel, hereby grants to Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual retail and residential condominium units thereof, together with the right to further grant such nonexclusive easements in, over, across, through and under the Parking Structure and the Parking Parcel as necessary and/or convenient to install, use, operate, maintain, relocate and remove the Residential Life Safety Systems and the utility facilities which service the Residential Tower, including but not limited to, electrical facilities, telephone facilities, fire control facilities, water facilities, irrigation facilities, backflow devices, and lighting systems (“Utility Facilities”) exclusively servicing the Residential Tower Parcel, the Residential Tower or the individual retail or residential condominium units therein as shown on the plans and specifications for the Office Building, the Residential Tower and the Parking Structure, together with the right to further grant easements. The location of the Residential Life Safety Systems and Utility Facilities are shown on Exhibit “J,” attached hereto. The costs of maintenance, construction, repair and operation of the Residential Life Safety Systems and Utility Facilities shall be the exclusive cost and expense of the Developer and its permitted successors in interest. Such easements shall be utilized in a manner to minimize the inconvenience and disruption of the activities and business of the occupants and users of the Parking Structure and the Parking Parcel.

(f) Grant of Easements for Emergency Energy Generator.

(1) Commission, as owner of the Parking Parcel, hereby grants to Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual condominium units thereof, non-exclusive easements in over, across, through and under those portions of the Parking Structure as described in Exhibit “K” hereto, for the construction, installation, use, operation and maintenance of an emergency generator servicing the entire Project and related fuel storage, provided that the costs of maintenance, construction, repair and operation of said emergency generator and related fuel storage shall be shared based upon the aggregate connected load of the Office Building and the Residential Tower (the “Emergency Energy Generator Shared Costs”), which the parties hereby irrevocably agree on behalf of themselves and their successors and assigns to be eight percent (8%) for the Commission and ninety-two percent (92%) for the Developer, its permitted successors and assigns, including the Homeowner’s Association and/or Retail Owner’s Association, if any, for the Residential Tower (the “Allocable Share of Emergency Energy Generator Shared Costs”). Notwithstanding anything to the contrary contained herein, the Allocable Share of Emergency Energy Generator Shared Costs shall not include costs of maintaining, repairing, replacing or operating (i) feeder conductors or conduit exclusively providing emergency power from the emergency generator to the Office Building or to the Residential Tower or (ii) any emergency circuit breakers or switchgear providing emergency power solely to the Office Building or to the Residential Tower (“Non-Shared Emergency Generator Costs”). Such Non-Shared Emergency Generator Costs shall be the sole responsibility of the Commission as they relate to the Office Building and shall be the sole responsibility of the Developer as they relate to the Residential Tower.

(2) Commission, as owner of the Parking Parcel and the Office Parcel, hereby grants to Developer and its successors in interest to the Residential Tower Parcel, the Residential Tower, and the individual condominium units thereof, non-exclusive easements in, over, across,

through and under those portions of the Office Building, as necessary for operation and use of the exhaust system associated with the emergency generator located in the Parking Structure exclusively servicing the Residential Tower Parcel, the Residential Tower, provided that the costs of maintenance, construction, repair and operation of said exhaust system shall be the exclusive cost and expense of the Developer and its permitted successors in interest.

(g) Grant of Easement for Ventilation. Developer hereby grants to the Commission and its successors in interest to the Parking Structure Parcel and the Parking Structure, nonexclusive airspace easements in, over, across, through and under the Residential Tower, as necessary for use and operation of exhaust facilities required for ventilation of the Parking Structure and the Office Building, as shown on Exhibit "L".

General Provisions Regarding the Easements. All easements granted in this Article 2 are nonexclusive, perpetual, irrevocable and appurtenant, and not easements in gross, unless otherwise provided. Unless an easement is expressly said to be exclusive, the party granting the easement hereunder may use and may permit and designate from time to time, its Permittees to use such burdened easement area, provided that no such permission shall authorize the use of the burdened easement area in a manner that would unreasonably interfere with the grantee party's use of such easement. The term "exclusive" with respect to an easement granted herein shall include the right to exclude the other party, except as may be necessary for such other party to perform its obligations hereunder. The term "over" with respect to an easement granted "over" a particular parcel means, as the context may require, across, in, on, over, through, to and upon, or any one or more of the foregoing.

Refinement of Easements. The parties on behalf of themselves and their successors and assigns, agree and acknowledge, that the Exhibits attached to this Easement Agreement at the time of its execution are tentative and the parties agree that promptly after construction of the Parking Structure is complete, the parties shall amend this Easement Agreement to refine the scope and geographical description of the easements granted in Sections 2.1 2.2, 2.3(a), 2.3(c), 2.3(d), 2.3(e), 2.3(f) and 2.3(g) hereof and to revise the Exhibits accordingly. Such refinement shall reflect the actual location of the facilities and the smallest easement areas reasonably required therefor. The parties on behalf of themselves and their successors and assigns, agree that the amendment to this Easement Agreement and the Exhibits, as referenced in this Section 2.5, shall be recorded at the Office of the County Recorder of San Diego County.

Separation of Ownership. In the event there is a separation of ownership in the Office Building Parcel and the Parking Structure Parcel such that they cease to be held in common ownership by the Commission, the Office Building Parcel and the Office Building shall be deemed to have such easements in the Parking Structure Parcel and the Parking Structure as reasonably required for parking, support and repair, elevator use, ventilation, Utility Facilities and such other purposes required for the exclusive benefit the Office Building and the Parking Structure Parcel and the Parking Structure shall be deemed to have such easements in the Office Building Parcel and the Office Building as reasonably required for support and repair, ventilation, Utility Facilities and such other purposes required for the exclusive benefit the Parking Structure.

MAINTENANCE AND OPERATION OF THE PARKING STRUCTURE.

Maintenance of the Exclusive Parking Areas. Developer shall operate and maintain the Developer Exclusive Parking Area and the improvements located thereon in good order, condition and repair at Developer's sole cost and expense and Commission shall operate and maintain the Commission Exclusive Parking Area and the improvements located thereon in good order, condition and repair at Commission's sole cost and expense, except to the extent such costs are Shared Costs, provided, however, nothing contained within this Parking Easement shall release or modify or acquit the Developer from any warranty and/or indemnity and/or obligation that it has assumed in favor of the Commission, as referenced in the Purchase and Sale Agreement (but such warranty and/or indemnity and/or obligation shall be personal to Developer and its successors for development purposes, but such warranties, indemnities and/or obligations of the Developer and its permitted successors for development purposes shall not run with the land). Without limiting the generality of the foregoing, each party shall cause the following to be done with respect to its respective exclusive parking area(s):

Maintain the surface of such parking area so that it is level, smooth and evenly covered with the type of surfacing materials originally installed thereon, or such substitute as shall be in all respects equal thereto in quality, appearance and durability.

Remove all papers, debris, filth and refuse from such parking area and wash or thoroughly sweep such parking area as reasonably necessary.

Maintain, repair and replace all entrance, exit and directional signs, markers and lights in their respective exclusive parking areas as reasonably necessary.

Clean such parking area lighting fixtures and replace bulbs as needed.

Maintain, repair and replace striping and directional markers as reasonably necessary.

Maintain, repair and replace the ventilation, fire protection, water, drainage and other utility systems which benefit or serve only one such parking area, with all expenses to be the sole cost of the entity that occupies such parking area. Any maintenance, repair, replacement, ventilation, fire protection, water drainage and utility systems that serve more than one parking area shall be Parking Shared Costs, except that the foregoing shall not apply to the extent any such costs are Emergency Energy Generator Shared Costs or Storm Water Pump Shared Costs.

Except as otherwise provided in this Easement Agreement, make capital improvements to repair, refurbish or restore an area occupied only by one entity, either the Developer or the Commission, at the sole cost and expense of the entity that occupies such parking area and such repair as is necessary to maintain the usefulness and integrity of such parking area shall be performed as and when necessary by such entity. Capital improvements for support of the entire Parking Structure or more than one parking exclusive use area shall be included in the Parking Shared Costs.

Maintenance of the Nonexclusive Access Easement. Commission shall operate and maintain the Nonexclusive Access Easement and the improvements located thereon in good order, condition and repair, the costs of such operation and maintenance shall be Parking Shared Costs shared between Developer and Commission as provided in this Easement Agreement.

Maintenance of Storm Water Pump. Commission shall operate and maintain the storm water pump and clarifier located in the Parking Structure and the improvements associated therewith (“Storm Water Pump”) in good order, condition and repair in accordance with applicable law, standards and customs in the industry for similar parking structures in Southern California. Costs for operation and maintenance of the Storm Water Pump shall be Storm Water Pump Shared Costs.

Maintenance of Parking Structure Safety Systems. Commission shall operate and maintain the Parking Structure Safety Systems in good order, condition and repair in accordance with applicable law, standards and customs in the industry for similar mixed use projects in Southern California. Costs for operation and maintenance of the Parking Structure Safety Systems shall be Parking Shared Costs.

Access to the Parking Structure.

Automobile Access. Mechanical gates and card readers are installed at each automobile entry and exit point of the Parking Structure, the Commission shall maintain the same in good working order and shall replace the same if and when necessary, provided, however, nothing contained within this Parking Easement shall release or modify or acquit the Developer from any warranty and/or indemnity and/or obligation that it has assumed in favor of the Commission, as referenced in the Purchase and Sale Agreement, (but such warranty and/or indemnity and/or obligation shall be personal to Developer and its successors for development purposes, but such warranties, indemnities and/or obligations of the Developer and its permitted successors for development purposes shall not run with the land). The costs of maintaining and replacing the mechanical gates and card readers at each automobile entry and exit point of the Parking Structure shall be Parking Shared Costs shared between Developer and Commission as provided in this Easement Agreement. Developer shall be solely responsible for any and all costs to install and maintain any and all machines, gates and devices that restrict access entirely to the Developer Exclusive Parking Area, including without limitation any mechanical gates and card readers.

Pedestrian Access. Developer shall operate and maintain the elevators and staircases which provide access directly from the Residential Tower Parcel to the Parking Structure, as shown on Exhibit “H,” in good order, condition and repair at Developer’s sole cost and expense. Commission shall operate and maintain the elevators and staircases which provide access directly from the Office Building to the Parking Structure, as shown on Exhibit “M,” in good order, condition and repair at Commission’s sole cost and expense.

Failure to Maintain. In the event that Commission or Developer fails to reasonably operate or maintain all or any portion of the Parking Structure in the manner, or in accordance with the standards, provided in this Easement Agreement, then either Commission or Developer, as appropriate, may provide written notice of the same to such other party, which

notice shall describe in detail all alleged operation and maintenance failures. Upon receipt of such notice, the recipient shall have thirty (30) days to: (i) cure the alleged operation and maintenance failures, or if of a nature that cannot be cured within thirty (30) days, as soon thereafter as reasonably practicable, provided that such party is diligently proceeding to effectuate the cure; (ii) object to the alleged operation and maintenance failures; or (iii) a combination of (i) and (ii). In the event that the recipient of the notice objects to, and/or fails to effectuate a cure of, all or some of the alleged operation and maintenance failures, then upon expiration of the thirty (30) day period or such longer period as may reasonably be required provided that such party is diligently proceeding to effectuate the cure, the party providing the notice shall have the right, but not the obligation, to cure the alleged operation and maintenance failures and to pursue all rights and remedies available at law or in equity.

MAINTENANCE AND OPERATION OF A PUBLIC RESTROOM. The Commission shall operate and maintain a restroom open to the general public on the ground floor of the Office Building which shall be open to the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except for legal holidays) at the sole cost and expense of the Commission.

MAINTENANCE AND OPERATION OF STREETSCAPES. The Commission and its successors and assigns, shall maintain the Streetscapes, as defined below, located adjacent to the Office Building, in good order, condition and repair in accordance with applicable law, standards and customs in the industry for similar first class mixed-use projects in Southern California. The Developer and its successors and assigns, shall maintain the Streetscapes located adjacent to the Residential Tower, in good order, condition and repair in accordance with applicable law, standards and customs in the industry for similar first class mixed-use projects in Southern California. The term “Streetscapes shall mean the streetscapes, tree wells and irrigation and associated improvements located adjacent to the Office Building or the Residential Tower, as applicable.

OPERATION AND MAINTENANCE COSTS.

Costs Related Solely to the Exclusive Parking Areas. Developer shall be liable for and shall pay when due any and all costs and expenses related solely to the operation and maintenance of the Developer Exclusive Parking Area, the Utility Facilities and the Residential Life Safety Systems and the improvements located thereon. Commission shall be liable for and shall pay when due any and all costs and expenses related solely to the Commission Exclusive Parking Area and the improvements located thereon, provided, however, nothing contained within this Parking Easement shall release or modify or acquit the Developer from any warranty and/or indemnity and/or obligation that it has assumed in favor of the Commission, as referenced in the Purchase and Sale Agreement (but such warranty and/or indemnity and/or obligation shall be personal to Developer and its successors for development purposes, but such warranties, indemnities and/or obligations of the Developer and its permitted successors for development purposes shall not run with the land). Developer and Commission shall use commercially reasonable best efforts to have the Developer Exclusive Parking Area and the Commission Exclusive Parking Area separately metered for utilities.

Shared Costs.

Storm Water Pump. The parties expect to incur costs, which materially benefit the Developer Exclusive Parking Area, the Commission Exclusive Parking Area, and the Project as a whole for the operation, maintenance, repair and replacement of the Storm Water Pump, which costs shall be Storm Water Pump Shared Costs. Notwithstanding anything to the contrary contained herein, all Shared Costs shall be Parking Shared Costs, except for the costs for the operation, maintenance, repair and replacement of the Emergency Energy Generator and Storm Water Pump.

Emergency Energy Generator. The parties expect to incur costs, which materially benefit the Developer Exclusive Parking Area, the Commission Exclusive Parking Area and the Project as a whole for the operation, maintenance, repair and replacement of the Emergency Energy Generator, which costs shall be Emergency Energy Generator Shared Costs. Notwithstanding anything to the contrary contained herein, all Shared Costs shall be Parking Shared Costs, except for the costs for the operation, maintenance, repair and replacement of the Emergency Energy Generator and Storm Water Pump.

Parking Structure. The parties expect to incur costs, which materially benefit both the Developer Exclusive Parking Area and the Commission Exclusive Parking Area as well as the Project as whole, which shall include, without limitation, the following: (i) professional parking operating services fees, to the extent not utilized for the sole use of either the Commission or the Developer, (ii) costs related to vehicular access to the Parking Structure, including without limitation, costs related to the mechanical gates and card readers at each automobile entry and exit point of the Parking Structure as provided in Section 3.5.1, above, (iii) security personnel, (iv) costs related to the Nonexclusive Access Easement, including without limitation costs to maintain light fixtures, signage, striping and to replace light bulbs, (v) costs related to utility lines serving the entire Parking Structure, (vi) costs for common utilities (if the parties are unable to have the Developer Exclusive Parking Area and the Commission Exclusive Parking Area separately metered), (vii) capital expenditures for capital improvements necessary to preserve the usefulness and integrity of the Parking Structure, including without limitation any structural repairs to the Parking Structure and the costs of rebuilding or restoring the Parking Structure, (viii) costs of the Casualty Insurance Policy and all other joint insurance costs required to be maintained by the Commission covering the Parking Structure, at prevailing market rates available to the public, (ix) costs of reserve studies, parking consultants, parking operator, including without limitation any and all insurance costs of the parking operator, and other related costs of maintaining the Parking Structure and establishing budgets, (x) reasonable reserves for the repair, replacement and maintenance of the Parking Structure, and (xi) Parking Structure Safety Systems, which costs shall be Parking Shared Costs.

Accounting for Shared Costs. Shared Costs shall be allocated to and paid by Developer and Commission in proportion to their Allocable Shares. Annually, commencing with a date which is 180 days in advance of the beginning of the first year of operation of the Parking Structure and on the same date each year thereafter during the entirety of the operation of the Parking Structure, the Commission, or its successor, shall cause an annual budget for the operation and maintenance of the of the Parking Structure to be prepared, which budget shall separately identify the budgeted Parking Shared Costs, Emergency Energy Generator Shared

Costs and Storm Water Pump Shared Costs. That budget shall include reserves for repair and replacement of capital items which will be Shared Costs. The annual budget shall be prepared by a parking operator retained by the Commission for the operation of the Parking Structure. Such parking operator shall have experience in the operation of similar garage structures. The budget shall be subject to the reasonable approval by the Developer, within sixty (60) days of the receipt by the Developer, or its successor, annually. If the budget is not approved within such period of time, the amount of the Shared Costs shall be submitted to binding arbitration as referenced in Section 6.7 hereof. Said binding arbitration shall be concluded not later than ninety (90) days in advance of each calendar year of the operation of the Parking Structure. The Developer or its successor, shall pay to the Commission its Allocable Shares of the budgeted Parking Shared Costs, Emergency Energy Generator Shared Costs and Storm Water Pump Shared Costs for the next annual period in advance, commencing on January 1 and continuing thereafter on the first day of each calendar year thereafter. At the end of the each annual period, the actual amounts of the Parking Shared Costs, Emergency Energy Generator Shared Costs and Storm Water Pump Shared Costs shall be determined by the Commission (within thirty (30) days after the end of each annual period) and the Developer shall be billed or credited with the additional amount due or owed to the Developer based upon actual costs. Annually, said actual amounts of the Parking Shared Costs, Emergency Energy Generator Shared Costs and Storm Water Pump Shared Costs shall be audited by a certified public accountant, chosen by the Commission and reasonably acceptable to Developer. The costs of auditing and preparation of the budgets shall be Parking Shared Costs. Reserves shall be calculated using useful lives of all capital improvements, except those related exclusively to either the Commission or the Developer Exclusive Parking Areas. The selection of the security personnel, the Parking Structure operators and all of personnel necessary to operate and maintain the Parking Structure shall be selected and hired by the Commission using its procurement procedures and policies with the reasonable consent of the Developer, but only to the extent that such reasonable consent does not violate any of the Commission's procurement policies and procedure, Developer's consent will not be unreasonably withheld. Security selected for the Parking Structure as a whole shall be in addition to security that may be necessary for the either the Commission or the Developer's Exclusive Parking Areas. The Developer and Commission shall be entitled to select their own security services for such areas, if agreement cannot be reached upon use of the same security service used for the overall Parking Structure. These separate security services shall be billed and paid for separately by the Commission and the Developer as and when they incur such costs and expenses. If either party believes Shared Costs must be incurred for repairs or maintenance not included in the budget and which would exceed \$25,000.00 in cost, annually, in aggregate, mutual agreement to such additional Shared Costs must be reached between the parties, which agreement shall not be unreasonably withheld; provided, however, if mutual agreement is not reached within 30 days, the parties shall arbitrate the dispute under Section 6.7.

Property Taxes. The Commission and the Developer, and each of them, agree to pay when due any and all Property Taxes with respect to the Parking Structure in accordance with the terms of this Section 6.3. At the time of the execution of this Easement Agreement, the Commission is believed to be exempt from Property Taxes. To the extent that property taxes are assessed against the Parking Structure, the parties agree to request that the County Assessor separately assess improvements so that the Developer's Exclusive Use Area is separately assessed to the Developer, or its successor and that the Commission Exclusive Use Area is separately assessed to the Commission, or successor. If the County Assessor fails or refuses to

separately assess the Parking Structure between the Developer and the Commission, as contemplated above, then Commission and Developer shall pay any and all Property Taxes assessed against the Developer Exclusive Parking Area and Property Taxes assessed against the Parking Structure in proportion to their Allocable Shares except that the Commission shall be entitled to the benefit of any reduction in the Property Taxes to the extent the Property Taxes are reduced because of the Commission's exemption. If the entire Parking Structure is assessed for Property Taxes as a single parcel, then such Property Taxes shall be paid in full before the due date by the Commission and Developer in accordance with their respective Allocable Shares, thereafter the tax amount shall be included in the annual budget as a Parking Shared Cost. Further, as to each Exclusive Use Parking Area, to the extent that a condominium association(s), for either residential or commercial use are formed, nothing contained herein shall preclude either of the parties, or their permitted successors and assigns from causing individual parking spaces to be separately assessed to each condominium owner by the County Assessor. Further nothing contained herein shall preclude the parties from having its exclusive use parking area assessed to an owners association, either commercial and/or residential.

Method of Payment of Shared Costs. On a monthly basis in each month in which a party incurs any Shared Cost which is not included within the annual budget prepared by the Commission, such party shall provide the other party with an accounting and request for payment of such incurred Shared Cost incurred by it during the previous month and a brief, but clear, written explanation of the reasons why such cost is a Parking Shared Cost, Emergency Energy Generator Shared Costs or a Storm Water Pump Shared Cost (the "Accounting And Request For Payment"). The failure of any party to provide an Accounting And Request For Payment in any month shall not be deemed a waiver of such party's right to reimbursement from the other party for its Allocable Share of the Shared Costs. The party upon which such Accounting And Request For Payment is delivered, shall pay such party's Allocable Share of the amount requested thereunder within ten (10) days of receipt of the same. The parties may charge a reasonable late fee to the other party in the event that any payment is delinquent, such payment shall not exceed the greater of (i) Fifty Dollars (\$50.00) and (ii) interest on the amount of such delinquent payment at the rate of 10% simple interest per annum from the date such payment becomes delinquent. Any disputes pertaining to or arising out of any Accounting And Request For Payment shall be resolved as set forth in Sections 6.6 and 6.7 of this Easement Agreement.

Creation of Lien and Personal Obligation for Payment of Shared Costs.

Developer's Covenant to Pay Allocable Share of Shared Costs. Developer, and its permitted successor and assigns, including an owners association, after all units in the Residential Tower have been initially sold to owners, covenants and agrees to pay its Allocable Share of Shared Costs levied pursuant to the provisions of this Easement Agreement, together with interest, costs and reasonable attorneys' fees incurred by Commission in the collection of the Developer's Allocable Share of Shared Costs, which amounts shall be a lien on and against the Developer's Exclusive Parking Area over any parking space(s) located within the Developer Exclusive Parking Area which have not been conveyed for use to individual purchasers of condominiums located within the Residential Tower after judicial determination of the validity of the same, provided however, nothing contained herein shall preclude the Commission from exercising any right or right to seek a prejudgment writ of attachment or other judicially approved security for the payment of delinquencies, such liens and attachments, shall

be effective as and when approved by a court of competent jurisdiction. Nothing contained herein shall preclude the Commission from recording a lis pendens over any parking space(s) located within the Developer Exclusive Parking Area which have not been conveyed for use to individual purchasers of condominiums located within the Residential Tower, when such spaces are the subject of any legal action, provided that said lis pendens is recorded in accordance with the provisions of state law during the pendency of the action for judicial foreclosure of a lien for non payment of an Allocable Share of Shared Costs. Further, nothing contained herein shall preclude the Commission from utilizing any post judgment judicial procedure to collect and enforce the judgment against individual unit owners of individual parking spaces, provided that advance notice of the procedure is given to each of the individual owners and such relief is granted by a court of competent jurisdiction. The owners association formed by the Developer for the operation of the common areas of the Residential Tower shall assume the responsibilities of the Developer for payment of Shared Costs set forth herein upon the sale of all condominiums within the Residential Tower, or sooner, as approved by the Commission. To the extent that the California Department of Real Estate regulations require a revision to the procedures set forth in this Section 6.5.1, the Commission agrees to cooperate with the Developer in reasonably amending these provisions to comply with applicable regulations.

Commission's Covenant to Pay Allocable Share of Shared Costs.

Commission covenants and agrees to pay its Allocable Share of Shared Costs levied pursuant to the provisions of this Easement Agreement, together with interest, costs and reasonable attorneys' fees incurred by Commission in the collection of the Commission's Allocable Share of Shared Costs, which amounts shall be a lien on and against the Commission's Exclusive Parking Area, after judgment of a court of competent jurisdiction. Each such amount shall be the personal obligation of the Commission and shall bind its successors and assigns.

Disputes With Respect to the Amount of Shared Costs.

Delivery of Written Disapproval Notice. In the event that either party disputes (i) the amount of Shared Costs set forth in a Accounting And Request For Payment and/or (ii) whether the costs set forth in a Accounting And Request For Payment meet the definition of Shared Costs, as referenced in Section 6.4 above, such party (the "Objecting Party") shall still pay to the other party ("Requesting Party") all amounts provided in such Accounting And Request For Payment in the manner and with the time provided in this Easement Agreement; provided, however, that within thirty (30) days of receipt of the Accounting And Request For Payment, the Objecting Party shall deliver to the Requesting Party a written statement disapproving the amount of the Shared Costs paid by the Objecting Party ("Disapproval Notice"), which shall set forth with specificity the reasons for such disapproval. Failure by the Objecting Party to deliver the Disapproval Notice within thirty (30) days of receipt of the Accounting And Request For Payment shall be deemed to be the Objecting Party's full and complete approval of the matters set forth in the Accounting And Request For Payment and a waiver of any and all rights such party has dispute such Accounting And Request For Payment.

Objections With Respect to the Amount of Shared Costs. Provided that the Objecting Party has paid the full amount of its Allocable Share of Shared Costs as set forth in all Accountings And Requests For Payment, then within sixty (60) days of such Objecting Party

delivering a Disapproval Notice to the Requesting Party, the Objecting Party, and its lawyers and accountants, shall have the right to review the Requesting Party's invoices, receipts, books and records pertaining to the Accounting And Request For Payment which is the subject of such Disapproval Notice. In the event that after reviewing the Requesting Party's invoices, receipts, books and records pertaining to the Accounting And Request For Payment which is the subject of such Disapproval Notice, the Objecting Party still disputes such Accounting And Request For Payment, the Objecting Party and Requesting Party shall meet and confer in good-faith within ten (10) days of the Objecting Party beginning its review of the Requesting Party's books and records and attempt to resolve the dispute. If the dispute is not resolved, the matter shall be resolved in accordance with Section 6.7 of this Easement Agreement.

Objections With Respect to the Definition of Shared Costs. Provided that the Objecting Party has paid the full amount of its Allocable Share of Shared Costs as set forth in all Accountings And Requests For Payment, then within ten (10) days of delivery of a Disapproval Notice by the Objecting Party to the Requesting Party regarding whether any cost is a "Shared Cost," the parties shall meet and confer in good-faith and attempt to resolve the dispute. If the dispute is not resolved, the matter shall be resolved in accordance with Section 6.7 of this Easement Agreement.

Shared Costs Dispute Resolution. Any and all disputes, controversies or claims arising out of Section 6 of this Easement Agreement shall be resolved as set forth in this Section 6.7. As provided in Section 6.8 of this Easement Agreement, this Section 6.7 shall not be applicable to the resolution of any dispute arising from any Section of this Easement Agreement other than Section 6.

Mediation. If a dispute, controversy or claim arises under, out of or in connection with Section 6 of this Easement Agreement, the Parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration.

Alternative Dispute Resolution. If the mediation provided by Paragraph 6.7.1 does not resolve the dispute within ten (10) calendar days from the date the dispute, controversy or claim is submitted to mediation by any person (the "Mediation Period"), the Parties agree that neutral binding alternative dispute resolution under the Commercial Arbitration Rules of the American Arbitration Association shall decide and settle such dispute (the "ADR Process"). Within ten (10) calendar days following the expiration of the Mediation Period, the Parties agree to deliver a notice of submission of dispute ("Notice Of Submission") to an arbitrator mutually agreeable to the parties. If the parties cannot agree to an arbitrator within ten (10) calendar days following the expiration of the Mediation Period, the Parties agree to deliver a Notice Of Submission to the office of the American Arbitration Association in San Diego, California, to hold any hearing for binding resolution pursuant to the ADR Process in San Diego, California, as follows:

Selection Of Hearing Officer. The term "Hearing Officer" shall mean either (1) the arbitrator mutually agreed on by the parties as provided by Paragraph 6.7.2 or (2) if the parties deliver a Notice Of Submission to the American Arbitration Association, the Hearing Officer shall be the single retired California Superior Court Judge selected by the

American Arbitration Association to be the hearing officer. The Hearing Officer shall not have any actual or perceived conflict of interest with: (i) any of the parties or any affiliate of the parties; or (ii) the respective counsel of such parties. The Hearing Officer shall have extensive and recent civil trial experience and shall not have been primarily a judge serving in the criminal courts. The first hearing day shall be scheduled not later than thirty (30) calendar days following the appointment of the Hearing Officer and the hearing process shall be concluded as expeditiously as is reasonably possible.

Hearing. The Hearing Officer shall preside over the ADR Process and shall take relevant evidence and testimony at an oral hearing as if such Hearing Officer were sitting as a California Superior Court Judge. At the conclusion of the oral hearing, the Hearing Officer may orally announce a tentative decision on the facts and issues which form the basis of the dispute.

Decision of Hearing Officer. Within ten (10) calendar days following conclusion of the oral hearing, the Hearing Officer shall prepare and deliver to each of the parties in the dispute a written decision, accompanied by a statement of facts, law, underlying reasons and conclusions necessary to fully explain the decision of the Hearing Officer (“Final Decision”). In announcing the tentative decision and in rendering the Final Decision, the Hearing Officer shall be required to follow California law in the interpretation of any document or agreement, including this Easement Agreement, in admitting evidence and in fashioning a remedy. The Hearing Officer shall have the power and authority to award any amount in the nature or character of punitive or exemplary damages, shall have the power to issue an award for compensatory damages, and shall have the power and authority to issue an injunction or make any award in the nature or character of equitable relief. If the Final Decision requires payment by any one (1) party of any amount of money to the other party, the Hearing Officer shall require that payment be made within five (5) calendar days following issuance of the Final Decision, and, if payment is not timely made, the Final Decision shall provide the party to whom payment is due with the right but not the obligation to seek immediate enforcement of the Final Decision by a court of competent jurisdiction.

Costs. The Hearing Officer shall award to the prevailing party the fees and costs for the American Arbitration Association, or any other ADR organization, the fees and costs of the Hearing Officer and the fees and costs of the prevailing party. If advance payment or deposit is required prior to commencement of the ADR Process, each party to the dispute represents and warrants that such party will timely pay and deposit said amount. If any party fails to timely pay any such amount, the non-defaulting party shall have the right but not the obligation to make said payment or apply to the Hearing Officer for a noticed hearing on the issue of payment of fees and seek entry of a default award against the defaulting party.

Professional Fees. The Hearing Officer shall further award reasonable attorneys’, accountants’ and appraisers’ fees and costs to the prevailing party.

Remedies To Enforce Final Decision And Mediation. Notwithstanding the foregoing, nothing in this Easement Agreement shall be interpreted to bar any party to this Easement Agreement from seeking injunctive relief with respect to any controversy or claim arising out of or relating to this Easement Agreement. The filing of a

judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to the ADR Process under this provision. In no event shall a party have the right to demand the ADR Process after the date when institution of legal or equitable proceedings based on such claim, dispute or any other matter in question would be barred by the applicable statute of limitations. This agreement to engage in the ADR Process shall be specifically enforceable under prevailing law.

Notice. Each party hereto, and their successors and assigns (i) hereby voluntarily agree to have any dispute arising out of this Section 6 of this Easement Agreement decided by neutral arbitration as provided by California law, (ii) hereby gives up any rights each of them possess to have the dispute litigated in a court or jury trial, (iii) hereby agree to give up all of their rights to discovery and appeal, and (iv) hereby agrees that it may be compelled to submit to the arbitration provided in this Section 6.7.

Arbitration Limited to Disputes With Respect to Shared Costs Only. The mediation and arbitration provisions of Section 6.7 of this Agreement, shall apply only to disputes arising out of this Section 6 with respect to Shared Costs. The parties hereto do not consent to mediation and arbitration except as otherwise provided in this Section 6 of this Easement Agreement. Under no circumstances shall the mediation and arbitration provisions of Section 6.7 of this Agreement, be interpreted to apply with respect to any dispute(s) arising under this Easement Agreement except for disputes arising out of this Section 6 with respect to Shared Costs.

MINIMUM INSURANCE REQUIREMENTS.

Developer Minimum Liability Insurance Requirements. At all times after the effective date of this Easement Agreement, Developer shall maintain in full force and effect under a single policy limit of no less than Five Million Dollars (\$5,000,000), commercial general liability insurance with a financially responsible insurance company or companies meeting the requirements set forth in Section 7.4, below, including without limitation coverage for acts occurring on the Developer Exclusive Parking Area and the Nonexclusive Access Easement resulting in personal injury to or death of any person and consequential damages arising therefrom and any other loss, protective liability coverage, owned, non-owned and hired motor vehicle liability and broad form property damage liability. Developer shall furnish to Commission, on or before the effective date of such policy, evidence that the insurance referred to in this Section 7.1 is in full force and effect and that the premiums therefor have been paid. All such policies of insurance shall name Commission as an additional insured. The cost of such insurance shall be borne entirely by Developer and shall not be a "Shared Cost." The minimum amount of liability insurance provided for in this Section 7.1, may be increased or decreased from time upon the mutual written agreement of Developer and Commission.

Casualty Insurance. At all times after the effective date of this Easement Agreement, the Commission shall procure and shall maintain in full force and effect under a single policy limit of no less than 100% of the replacement value of the entire Parking Structure including all exclusive use parking areas (the parties agree that as of the effective date of this Easement Agreement 100% of the replacement value of the Parking Structure shall be the

combined hard and soft construction costs incurred in constructing the Parking Structure, including appropriate provision for removal of debris, as necessary), the Casualty Insurance Policy with a financially responsible insurance company or companies meeting the requirements set forth in Section 7.4, below, including without limitation coverage for fire, windstorm, cyclone, tornado, hail, explosion, riot, earthquake, flood, malicious mischief, vandalism, vehicle damage, smoke damage, water damage and/or sprinkler leakage with respect to the Parking Structure, provided, however, that the Commission shall have no obligation to procure or maintain the foregoing riot or earthquake coverages at any times when such coverages are not reasonably available at a commercially reasonable cost. Commission shall furnish to Developer, on or before the effective date of such policy, evidence that the insurance referred to in this Section 7.2 is in full force and effect and that the premiums therefor have been paid. The cost of such insurance shall be a Parking Shared Cost. The minimum amount of liability insurance provided for in this Section 7.2, may be increased or decreased from time upon the mutual written agreement of Developer and Commission, or their successor and assigns. In the case of the Developer's successors and assigns, the owners association formed by the Developer that assumes the maintenance of the common areas of the Residential Tower shall be deemed to be the Developer's successor for the purposes of this Section.

Commission Minimum Liability Insurance Requirements. At all times after the effective date of this Easement Agreement, Commission shall maintain in full force and effect under a single policy limit of no less than Five Million Dollars (\$5,000,000), commercial general liability insurance with a financially responsible insurance company or companies meeting the requirements set forth in Section 7.4, below, including without limitation coverage for acts occurring on the Commission Exclusive Parking Area and the Nonexclusive Access Easement resulting in personal injury to or death of any person and consequential damages arising therefrom and any other loss, protective liability coverage, owned, non-owned and hired motor vehicle liability and broad form property damage liability. Commission shall furnish to Developer, on or before the effective date of such policy, evidence that the insurance referred to in this Section 7.3 is in full force and effect and that the premiums therefor have been paid. The cost of such insurance shall be borne entirely by Commission and shall not be a "Shared Cost." The minimum amount of liability insurance provided for in this Section 7.3, may be increased or decreased from time upon the mutual written agreement of Developer and Commission. In addition, to the foregoing general liability insurance, the Commission shall maintain a blanket general liability policy over the entire Parking Structure that is not covered within either the Commission's or the Developer's policies of commercial general liability with coverage in the same amounts carried by the Commission and the Developer. This cost for the coverage over the entire Parking Structure shall be a Parking Shared Cost. To the extent that the Developer's policy, the Commission Policy and the Parking Structure commercial general liability policy can be purchased by the Commission for a cost equal to or less than individual policies, the Commission shall procure such policy and it shall be treated as a Parking Shared Cost. All policies shall waive subrogation claims, to the extent permitted by the terms of the Commission's insurance carrier from time to time.

Form of Policies. All insurance shall (i) be issued by an insurance company having a rating of not less than A-VII in Best's Insurance and licensed to do business in the State of California; and (ii) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to each party and the other

additional insureds thereunder. In addition, the insurance policies shall (a) name each party, and any lender of a party having an secured interest in the easements created hereunder, as an additional insured, to the extent permitted by such carrier(s); (b) be primary insurance as to all claims thereunder and provide that any insurance maintained by the other party is excess and is non-contributing with any insurance required hereunder; and (c) contain a cross-liability endorsement or severability of interest clause. The parties shall deliver all policies or certificates thereof to one another on or before the effective date of this Easement Agreement, and at least thirty (30) days before the expiration dates thereof. In the event either party shall fail to procure such insurance, or to deliver such policies or certificate, the other party may, at its option procure such policies and the cost thereof shall be back by the other party within five (5) days after delivery of bills therefor. The parties agree to have their respective insurance companies waive any rights of subrogation against the other party, to the extent permitted by the carrier chosen by the Commission, from time to time, in its insurance policies.

DEVELOPER INDEMNIFICATION.

Definitions.

(a) Claims. “Claims” means any and all threatened, pending or completed claims, actions, suits, proceedings, arbitrations, grand jury proceedings or investigations, damages, liabilities, injunctive relief injuries to person or property, fines, penalties, causes of action, losses, costs, expenses and judgments whether civil, criminal, administrative or investigative, and any one or more appeals therefrom.

(b) Expenses. “Expenses” means attorney’s fees, retainers, court costs, staff time, transcripts, fees of experts, witness fees, arbitration fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all and all other direct or indirect costs and disbursements associated with any Claims, including without limitation expenses of establishing a right to indemnification under this Section 8.

(c) Indemnified Parties. “Indemnified Parties” means the Commission, the Authority, and all of their respective Commissioners, members, agents, officers, and employees (individually an “Indemnified Party”).

(d) Liabilities. “Liabilities” means the obligations (including an obligation incurred by way of settlement) to pay any judgment, settlement, penalty, interest, assessment, Claim, cost, expert witness fee and award of attorneys’ fees.

Indemnification. Developer hereby agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any and all Claims incurred by or asserted against any Indemnified Party, which arise directly or indirectly, in whole, in part or in any way, from the Developer Exclusive Parking Area and the Nonexclusive Access Easement except to the extent caused by the Indemnified Party’s sole negligence or willful misconduct.

Payment of Liabilities and Expenses. Developer further agrees to pay any and all Liabilities and Expenses incurred by any and all Indemnified Parties with respect to any Claims which arise directly or indirectly, in whole, in part or in any way from the Developer Exclusive

Parking Area and the Nonexclusive Access Easement, provide that such Claims arise out of the sole negligence or willful misconduct of the Developer, its heirs successors and assigns.

Separate Rights of Action. A separate right of action hereunder shall arise each time each Indemnified Party acquires knowledge of any matters described herein. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action.

Right to Defend. Each Indemnified Party shall have the right, but not the obligation, to conduct its own defense with respect to any Claims and to retain legal counsel of its own choosing. Developer shall pay for or reimburse any such Indemnified Party for any and all Expenses and Liabilities incurred by such Indemnified Party, as such Expenses and Liabilities are incurred. An Indemnified Party's election to defend itself as provided in this Section 8.5, shall not in any way limit the Developer's obligation to reimburse and pay for any and all Liabilities and Expenses incurred by the Indemnified Parties with respect to any Claims. Provided, however, any Indemnified Party may elect and demand in its sole discretion that the Developer defend and pay all Expenses with respect to any Claims, provided the Claims if determined adversely to such Indemnified Party, would be covered by the foregoing indemnification provisions. Upon any such demand by any Indemnified Party, Developer shall defend and pay all Expenses and Liabilities with respect to such Claims, such defense shall be at Developer's sole cost and expense and by counsel reasonably approved by such Indemnified Party.

Severance of Unenforceable Terms. If this Section 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Developer shall nevertheless indemnify each Indemnified Party as to Liabilities and Expenses, with respect to any Claims, to the full extent permitted by any applicable law and by any applicable portion of this Agreement that shall not have been invalidated.

Notification of Claims. The Indemnified Parties will promptly notify Developer of any Claims.

COMMISSION INDEMNIFICATION.

Definitions.

(a) Claims. "Claims" means any and all threatened, pending or completed claims, actions, suits, proceedings, arbitrations, grand jury proceedings or investigations, damages, liabilities, injunctive relief, injuries to person or property, fines, penalties, causes of action, losses, costs, expenses and judgments whether civil, criminal, administrative or investigative, and any one or more appeals therefrom.

(b) Expenses. "Expenses" means attorney's fees, retainers, court costs, staff time, transcripts, fees of experts, witness fees, arbitration fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all and all other direct or indirect costs and disbursements associated with any Claims, including without limitation expenses of establishing a right to indemnification under this Section 9.

(c) Indemnified Parties. “Indemnified Parties” means the Developer, and all of its respective, agents, officers, and employees (individually an “Indemnified Party”).

(d) Liabilities. “Liabilities” means the obligations (including an obligation incurred by way of settlement) to pay any judgment, settlement, penalty, interest, assessment, Claim, cost, expert witness fee and award of attorneys’ fees.

Indemnification. Commission hereby agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any and all Claims incurred by or asserted against any Indemnified Party, which arise directly or indirectly, in whole, in part or in any way, from the Commission’s Exclusive Parking Area provided that the same result from its sole negligence or the willful misconduct of the Commission.

Payment of Liabilities and Expenses. Commission further agrees to pay any and all Liabilities and Expenses incurred by any and all Indemnified Parties with respect to any Claims which arise directly or indirectly, in whole, in part or in any way from the Commission Exclusive Parking Area provided that those claims arise from the sole negligence or willful misconduct of the Commission, its heirs, successors and assigns.

Separate Rights of Action. A separate right of action hereunder shall arise each time each Indemnified Party acquires knowledge of any matters described herein. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action.

Right to Defend. Each Indemnified Party shall have the right, but not the obligation, to conduct its own defense with respect to any Claims and to retain legal counsel of its own choosing. Commission shall pay for or reimburse any such Indemnified Party for any and all Expenses and Liabilities incurred by such Indemnified Party, as such Expenses and Liabilities are incurred, provided that such Claims arise out the sole negligence or the willful misconduct of the Commission only. An Indemnified Party’s election to defend itself as provided in this Section 9.5, shall not in any way limit the Developer’s obligation to reimburse and pay for any and all Liabilities and Expenses incurred by the Indemnified Parties with respect to any Claims. Provided, however, any Indemnified Party may elect and demand in its sole discretion that the Developer defend and pay all Expenses with respect to any Claims, provided the Claims if determined adversely to such Indemnified Party, would be covered by the foregoing indemnification provisions. Upon any such demand by any Indemnified Party, Developer shall defend and pay all Expenses and Liabilities with respect to such Claims, such defense shall be at Commission’s sole cost and expense and by counsel reasonably approved by such Indemnified Party.

Severance of Unenforceable Terms. If this Section 9 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Developer shall nevertheless indemnify each Indemnified Party as to Liabilities and Expenses, with respect to any Claims, to the full extent permitted by any applicable law and by any applicable portion of this Agreement that shall not have been invalidated.

Notification of Claims. The Indemnified Parties will promptly notify Developer of any Claims.

COVENANT TO REPAIR AND RESTORE PARKING STRUCTURE.

Repair of Developer Exclusive Parking Area and Nonexclusive Access Easement.

In the event of a casualty or casualties to the Developer Exclusive Parking Area and/or the Nonexclusive Access Easement, then the Developer shall, with all due diligence, restore, repair and/or rebuild the Developer Exclusive Parking Area and/or the Nonexclusive Access Easement as nearly as possible to the condition preceding the casualty, unless otherwise mutually agreed upon in writing by the Developer and Commission. In such event, Developer shall be entitled to all insurance proceeds, if any, covering such casualty for use in effecting the repair and/or reconstruction. Notwithstanding the foregoing, Developer does not waive, and shall not be deemed to have waived, any right or claim for damages against the Commission resulting from any casualty or casualties that result from the acts or omissions of the Commission, its agents, officers and/or employees. If Developer does not commence and diligently proceed to restore, repair and/or rebuild the damage or destruction to the Developer Exclusive Parking Area and/or the Nonexclusive Access Easement within ninety (90) days after obtaining all necessary permits, and insurance proceeds and receiving written notice of the need for such work, given by Commission, Commission shall thereupon have the right to pursue its remedies against Developer at law or in equity. In addition to, and not instead of, Commission's right to pursue its remedies against Developer at law or in equity, upon the expiration of such ninety (90) day period, Commission shall have the right, but not the obligation, to undertake to restore, repair and/or rebuild the Developer Exclusive Parking Area and/or the Nonexclusive Access Easement. In the event the Commission elects to undertake to restore, repair and/or rebuild the Developer Exclusive Parking Area and/or the Nonexclusive Access Easement, the Developer shall pay and reimburse Commission for all fees and costs incurred by Commission, including without limitation the reasonable value of Commission staff time incurred, with respect to restoring, repairing and/or rebuilding the Developer Exclusive Parking Area and/or the Nonexclusive Access Easement, and the proceeds of the Casualty Insurance Policy shall be made available to Commission for such purposes.

Repair of Commission Exclusive Parking Area. In the event of a casualty or casualties to the Commission Exclusive Parking Area, then the Commission shall, with all due diligence, restore, repair and/or rebuild the Commission Exclusive Parking Area as nearly as possible to the condition preceding the casualty, unless otherwise mutually agreed upon in writing by the Developer and Commission. In such event, Commission shall be entitled to all insurance proceeds, if any, covering such casualty to effect the repair and/or reconstruction. Notwithstanding the foregoing, Commission does not waive, and shall not be deemed to have waived, any right or claim for damages against the Developer resulting from any casualty or casualties that result from the acts or omissions of the Developer, its agents, officers and/or employees. If Commission does not commence and diligently proceed to restore, repair and/or rebuild the damage or destruction to the Commission Exclusive Parking Area within ninety (90) days after obtaining all necessary permits, and insurance proceeds (provided that the period to commence rebuilding due to failure to receive insurance proceeds shall not extend for more than 180 days after the damage or destruction) and receiving written notice of the need for such work, given by Developer, Developer shall thereupon have the right to pursue its remedies against Commission at law or in equity. In addition to, and not instead of, Developer's right to pursue

its remedies against Commission at law or in equity, upon the expiration of such ninety (90) day period, Developer shall have the right, but not the obligation, to undertake to restore, repair and/or rebuild the Commission Exclusive Parking Area. In the event the Developer elects to undertake to restore, repair and/or rebuild the Commission Exclusive Parking Area, the Commission shall pay and reimburse Developer for all fees and costs incurred by Developer with respect to restoring, repairing and/or rebuilding the Commission Exclusive Parking Area, and the proceeds of the Casualty Insurance Policy shall be made available to Developer for such purposes.

Application of Casualty Insurance Proceeds to Repair Entire Parking Structure.

In the event of a casualty or casualties affecting the entire Parking Structure and/or both (i) the Commission Exclusive Parking Area and (ii) the Developer Exclusive Parking Area and/or the Nonexclusive Access Easement, then the Commission shall, with all due diligence, restore, repair and/or rebuild the entire Parking Structure or any areas thereof requiring restoration, repair or rebuilding, as nearly as possible to the conditions preceding the casualty. In such event Developer shall pay any and all costs and expenses with respect to restoration, repair or rebuilding of the Developer Exclusive Parking Area and/or its Allocable Share of the Nonexclusive Access Easement, which is not covered by the Casualty Insurance Policy, and Commission shall pay any and all costs and expenses with respect to restoration, repair or rebuilding of the Commission Exclusive Parking Area or its Allocable Share of the Nonexclusive Access Easement, which is not covered by the Casualty Insurance Policy. The Commission shall be responsible for contracting for the rebuilding of the Parking Structure but Developer shall have the right to approve the general contractor, the form of construction contract, and the cost of construction, which approval shall not be unreasonably withheld provided, however, but only to the extent that such approval is permitted by the Commission's procurement policies and procedures. If this permitted mutual agreement is not reached within 30 days, the parties shall arbitrate the dispute under Section 6.7. If the Commission does not commence and diligently proceed to restore, repair and/or rebuild the damage or destruction as provided in this Section 10.3 (the "Non-Rebuilding Party"), within ninety (90) days after obtaining all necessary permits, and insurance proceeds (provided that the period to commence rebuilding due to failure to receive insurance proceeds shall not extend for more than 180 days after the damage or destruction) and receiving written notice of the need for such work, given by the other party (the "Rebuilding Party"), the Rebuilding Party shall thereupon have the right to pursue its, remedies at law or in equity. In addition to, and not instead of, such right to pursue such legal and equitable remedies against the Non-Rebuilding Party, the Rebuilding Party shall have the right, but not the obligation, to undertake to restore, repair and/or rebuild the entire Parking Structure or any areas thereof requiring restoration, repair or rebuilding. In such event the Non-Rebuilding Party shall be liable to the Rebuilding Party for all amounts incurred by the Rebuilding Party with respect to restoring, repairing and rebuilding the improvements the Non-Rebuilding Party is obligated to restore, repair and/or rebuild as provided in this Section 10.3. The proceeds of the Casualty Insurance Policy shall be made available to the Rebuilding Party for such purposes.

Parties Responsible for Uninsured or Underinsured Casualty Losses. In the event of a casualty or casualties, whereby the cost to restore, repair or rebuild the Developer Exclusive Parking Area, the Nonexclusive Access Easement and/or Commission Exclusive Parking Area, or whereby the casualty is uninsured under the terms of the Casualty Insurance Policy, the Developer and Commission shall continue to be required to restore, repair and rebuild the

Developer Exclusive Parking Area, the Nonexclusive Access Easement and the Commission Exclusive Parking Area, respectively, as provided in Section 10.1, 10.2 and 10.3 of this Easement Agreement.

Standards of Construction and Prevailing Wages. All restorations, repairs, rebuilding, maintenance, alterations, additions or improvements to any portion of the Parking Structure performed, or caused to be performed, by any party hereto, shall be performed diligently and in a good, workmanlike and defect-free manner and shall strictly conform to and comply with all applicable requirements of all applicable laws, codes, rules, standards and regulations, and shall be substantially consistent with the plans and specifications prepared for the original construction of the Parking Structure, subject to any revisions reasonably necessary to comply with the then current applicable laws, codes, rules, standards and regulations or as may be mutually agreed by Developer and Commission in writing. In addition, prevailing wages shall be paid as applicable for all construction and reconstruction of the Parking Structure or any portions thereof, as, and to the extent required by applicable law.

CONDEMNATION. Any award of damages resulting from a taking by exercise of the right of eminent domain as to all or any portion of the Parking Structure (as used herein, such term shall include condemnation, inverse condemnation or any taking by any governmental authority or agency or any quasi-governmental authority or agency so empowered or resulting from a requisitioning thereof by military or other public authority for any purpose arising out of a temporary emergency or other temporary circumstances), whether the same shall be obtained by agreement prior to or during the time of any court action, or by judgment, verdict or order, or by agreement after such court action, resulting from a taking by exercise of the right of eminent domain, shall be distributed to Commission and Developer, and their successors and assigns as their interests may appear.

NOTICES. All notices, requests, and other communications provided for in this Easement Agreement shall be in writing, unless otherwise specified herein, and shall be delivered personally, by air courier, by facsimile (with receipt confirmed) or by first-class mail, postage prepaid. All notices shall be conclusively deemed to have been received by the party to whom addressed on the earlier of: (i) actual receipt by the addressee; (ii) confirmation of receipt by facsimile; or (iii) three (3) business days after deposit in the United States mail or with a courier. All notices shall be delivered to the following addresses:

If to Developer:

CJUF Smart Corner, LLC
Attn: Jerome Trammer
4350 Caminito de la Escena
San Diego, CA 92108
Tel: (619) 282-2770
Fax: (619) 282-3770

With a Copy To:

Luce Forward Hamilton & Scripps, LLP
Attn: Marjorie Burchett, Esq.
600 W. Broadway, Suite 2600
San Diego, CA 92101
Tel: (619) 699-2448
Fax: (619) 645-5330

If to Purchaser:

San Diego Housing Commission
Attn: Elizabeth Morris, Chief Executive
Officer
1625 Newton Avenue
San Diego, CA 92113
Tel: (619) 578-7533
Fax: (619) 578-7760

With a Copy To:

CHRISTENSEN SCHWERDTFEGER &
SPATH LLP
Attn: Charles B. Christensen, Esq.
444 West C Street, Suite 200
San Diego, CA 92101
Tel: (619) 236-9343
Fax: (619) 236-8307

The addresses above may be changed by written notice to the other party; provided however, that no notice of a change of address shall be effective until actual receipt of the notice.

ASSIGNMENT BY DEVELOPER. Developer shall have the right to assign its rights and obligations under this Easement Agreement and its rights in, title to, interest in and obligations with regard to, the Developer Exclusive Parking Area and the Nonexclusive Access Easement, to a homeowners association and retail owner association comprised solely of persons that own individual condominium units and/or retail units located within the Residential Tower, with the consent of the Commission, which shall not unreasonably be withheld. Such an assignment by Developer shall relieve Developer of its obligations hereunder.

MORTGAGEE PROTECTION. Notwithstanding any other provision of this Easement Agreement to the contrary, no lien (whether express or implied) created or arising under or with respect to this Easement Agreement (herein collectively referred to as a "Claim of Lien"), nor any breach or violation of this Easement Agreement, nor the enforcement of any remedy under this Easement Agreement, shall defeat or render invalid the lien of (and are hereby subordinated to the lien of) any Recorded (as defined below) mortgage, deed of trust or similar instrument (each, a "Security Instrument") securing a loan or credit facility made in good faith and for value and secured by all or any portion of the Parking Structure Parcel, the Office Building Parcel or the Residential Tower Parcel (collectively, the "Property"); except only that a

Claim of Lien that is Recorded prior to the time that a Security Instrument is Recorded shall have priority over the lien of such Security Instrument. Any holder of a Security Instrument or any other person who acquires title to all or any portion of the Property pursuant to a foreclosure, deed in lieu of foreclosure or other enforcement of such Security Instrument (herein referred to as a "Transferee") shall take title to the Property (or portion thereof) subject to the provisions of this Easement Agreement, except that such Transferee shall take title free and clear of any Claim of Lien (other than any Claim of Lien Recorded prior to the time that such Security Instrument was Recorded), and any other claims and liabilities (including without limitation indemnification obligations) arising under this Easement Agreement prior to such Transferee's acquisition of title. As used herein, the term "Recorded", when used herein with respect to any Claim of Lien or Security Instrument, means that such document has been recorded in the Official Records of the County in which the Property is located in accordance with all applicable legal requirements relating to recorded documents and which contains a legal description of the Property and a description of the claim of lien that are legally sufficient to give constructive notice to third parties. Further, any holder of a Security Instrument who requests it in writing of a party under this Easement Agreement shall be entitled to receive a copy of any notice of default given by such party to any other party under this Easement Agreement, and shall have the right (but not the obligation) to cure any such default. This Section and any other provisions of this Easement Agreement which provide rights and protections for holders of Security Instruments shall be for the benefit of all such holders and all Transferees as third party beneficiaries, and may not be modified without the written consent of all holders of all Recorded Security Instruments existing at the time of such modification.

GENERAL PROVISIONS.

Governing Law. The parties have entered into this Easement Agreement in the State of California and agree that the laws of the State of California govern this Easement Agreement and all questions with respect to this Easement Agreement, its interpretation and the rights and liabilities of the parties. The parties further agree that the proper venue for disputes shall be San Diego, California, and the parties irrevocably submit to the exclusive jurisdiction of and service of process through the appropriate state or federal court located in San Diego, California.

Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Captions. The captions in this Easement Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Easement Agreement or any of the provisions of this Easement Agreement.

Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.

Modifications; Waiver. No waiver, modification, amendment, discharge or change to this Easement Agreement shall be valid unless it is in writing and signed by the party

against which the enforcement of the modification, waiver, amendment, discharge or change is sought.

Entire Agreement. This Easement Agreement contains the entire agreement between the parties relating to the transactions contemplated by this Easement Agreement and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.

Partial Invalidity. Any provision of this Easement Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Easement Agreement shall have no effect, but all the remaining provisions of this Easement Agreement shall remain in full effect.

Covenants Running with the Land. Except for the obligations which are expressly stated to be personal to the Developer and any Developer related entity that assumes the development obligations of the Developer under the terms of the Purchase and Sale Agreement, as permitted In such Purchase and Sale Agreement, each and every provision of this Easement Agreement shall bind the Parking Structure Parcel and shall bind each party hereto and every other person having any fee, leasehold, condominium or other interest in any portion of the Parking Structure Parcel, at any time and from time to time, to the extent that such a portion of the Parking Structure Parcel is affected or bound by the provisions in questions, or that such provisions contain covenants that are to be performed thereon, and shall inure to the benefit of the other party hereto and their respective interest in the Parking Structure Parcel and shall run with the land. Each provision of this Easement Agreement and the covenants therein shall constitute equitable servitudes and covenants running with the land under applicable law, including without limitation, California Civil Code Section 1468 and any successor thereto. Notwithstanding the foregoing, an individual purchaser of a condominium unit in the Residential Tower who is required to receive a public report pursuant to Business and Professions Code Section 11018 shall have no personal liability for any of the obligations under this Easement Agreement, except to the extent that such liability arises under the post-judgment procedures referenced in Section 6.5.1 of this Easement Agreement. Each provision of this Easement Agreement shall, however, be binding upon the owners association(s), and each of them, created by the Developer to assume its obligations under the terms of this Easement Agreement, including without limitation both residential and retail owners associations. Further, should the owner(s) associations cease to exist, for any reason, then the individual owners of condominiums, and each o f them, shall be bound by each of the terms and conditions of this Easement Agreement and each shall have individual personal liability for all such obligations. To the extent that the California Department of Real Estate regulations require a revision to the procedures set forth in this Section 15.8, the Commission agrees to cooperate with the Developer in reasonably amending these provisions to comply with applicable regulations, provided that the amendment requires the individual owners to assume liability for cost and liabilities that was previously assumed by the association(s) or other arrangement acceptable to the Commission is provided for in the amendment.

No Third-Party Rights. Nothing in this Easement Agreement, express or implied, is intended to confer upon any person, other than the parties to this Easement Agreement and their respective successors and assigns, any rights or remedies. Furthermore, nothing contained

herein shall be deemed to be a gift or dedication of any portion of the Parking Structure Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement Agreement shall be strictly limited to and for the purposes herein expressed and strictly for the benefit of the parties hereto and their successors and assigns.

Time Of Essence. Time is of the essence with respect to the performance of each and every covenant and agreement contained in this Easement Agreement.

Attorneys' Fees. If any legal action or any other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Easement Agreement or because of a dispute, breach, default or misrepresentation in connection with this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which that party may be entitled. Prevailing party shall include without limitation (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party alleged to have breached a covenant or the party that receives a desired remedy; or (c) the party determined to be the prevailing party by a court of law.

Further Assurances. The parties shall cooperate with each other in good faith and shall execute such further documents and when necessary shall cause the same to be recorded and shall perform such further acts as may be reasonably necessary or appropriate to carry out and accomplish the intent of this Easement Agreement.

Relationship. Nothing contained in this Easement Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Commission and Developer or between either or both of them and any third party.

Interpretation of Agreement. This Easement Agreement has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law, including, but not limited to, Civil Code Section 1654, or any legal decision that would require interpretation of any ambiguities in this Easement Agreement against the party that has drafted this Easement Agreement, is of no application and is hereby waived.

Recording. This Easement Agreement shall be recorded at the Office of the County Recorder of San Diego County.

Commission Approval. Where this Easement Agreement refers to an action or approval of the Commission, it shall mean the approval of the Chief Executive Officer of the San Diego Housing Commission, or designee, unless otherwise provided.

Merger. This Easement Agreement contains the entire understanding among the parties with respect to the matters contained herein, and supersedes any prior or contemporaneous written or oral agreements, understandings and representations between them respecting the subject matter contained in this Easement Agreement, and merges all prior negotiations concerning such subject matter into this Easement Agreement. The parties agree

that there are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Easement Agreement which are not fully expressed in this Easement Agreement.

Exhibits and Recitals Incorporated. All exhibits referred to in this Easement Agreement are hereby incorporated in this Easement Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Easement Agreement. The Recitals to this Easement Agreement are hereby incorporated in this Easement Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

DEVELOPER:

CJUF SMART CORNER LLC,
a Delaware limited liability company

By: Canyon-Johnson Urban Fund, L.P.,
a Delaware limited partnership
its Member

By: Canyon-Johnson Realty Advisors, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Name: K. Robert Turner
Title: Authorized Signatory

By: Smart Corner, LLC,
a Delaware limited liability company
its Member

By: _____
Name: Jerome M. Trammer
Title: Manager

COMMISSION:

SAN DIEGO HOUSING COMMISSION,
a public agency

By: _____
Elizabeth C. Morris, Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:

CHRISTENSEN SCHWERDTFEGER
& SPATH LLP
HOUSING COMMISSION GENERAL COUNSEL

By: _____
Charles B. Christensen, Esq.

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On _____ 200__ before me, _____ personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument **PARKING EASEMENT AGREEMENT** 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On _____ 200__ before me, _____ personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument **PARKING EASEMENT AGREEMENT** 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Legal Description of the Project

To be attached after recordation of Final Map

Exhibit B

Legal Description of the Parking Structure Parcel

To be attached after recordation of Final Map

Exhibit C

Legal Description of the Office Building Parcel

To be attached after recordation of Final Map

Exhibit D

Commission Exclusive Parking Area

Exhibit E

Developer Exclusive Parking Area and Residential Handicap Parking Area

Exhibit F

Legal Description of the Residential Tower Parcel

To be attached after recordation of Final Map

Exhibit “G”

Easement Area for Access to the Developer Exclusive Parking Area

Exhibit “H”

Special Elevator and Staircase Easement Area

Exhibit “I”

Trash Facilities Easement Area

Exhibit “J”

Residential Life Safety Systems and Utility Facilities Easement Area

Exhibit “K”

Emergency Energy Generator Easement Area

Exhibit “L”

Ventilation Easement Area

Exhibit “M”
Commission Elevators

permissible uses, zoning, covenants, conditions and restrictions, and all other matters which in Operator's judgment might bear upon the value and suitability of the Facility for Operator's purposes or Operator's willingness to enter into this Agreement. Operator has and will rely solely on Operator's own inspection and examination of such items. Operator's execution hereof shall be conclusive evidence of Operator's full satisfaction of its inspection and examination.

c. Operator hereby acknowledges that the Commission expects that the Facility shall be constructed in accordance with the plans and specifications and that the Commission expects to deliver the Facility in the condition described in the plans and specifications and that Commission makes no representation or warranty to Operator regarding the actual construction of the Facility. Operator hereby further acknowledges that has the Commission has no obligation to alter, repair, renovate, or render fit for Operator's occupancy, any part of the Facility.

3. **Term.** The term of this Agreement shall be for twenty-four (24) calendar months, commencing upon the completion of construction and occupancy of the office building and garage estimated to be before November 1, 2006. The actual date of commencement shall be determined by a written Notice of Commencement forwarded by the Housing Commission to Operator on or before September 1, 2006; provided, however, the Commission may, at its election, extend this Agreement's term for up to three (3) additional successive one (1) year terms, by giving written notice of the election to extend the Agreement to the Operator, in advance of the expiration of the prior term of the Agreement. The Compensation to be paid the Operator during the extended term, if any, shall be compensation set in an amount, or pursuant to a methodology, to be agreed upon by the Operator and the Commission in their sole discretions prior to the Commission's exercise of all or any of the Commission's three (3) one-year options. Nothing contained in this Section 3 or elsewhere in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at it sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. Notwithstanding the foregoing, the Commission may terminate this Agreement at any time for whatever reason and without penalty by delivering to Operator written notice of termination of this Agreement and this Agreement shall terminate thirty - (30) days after delivery of the written notice to terminate. Notwithstanding the notice of termination or termination of this Agreement, Operator shall be liable for, and shall be obligated to perform the duties and obligations of Operator under this Agreement up to and including the effective date of termination to the extent Operator has been paid. Upon such termination, Operator shall forthwith (i) surrender and deliver to Commission the Facility and all income of the Facility and other funds of Commission in Operator's possession, in any bank account maintained by Operator, or otherwise under Operator's control; (ii) deliver to Commission, as received, any funds due to Commission under this Agreement but received after such termination, except for amounts due to collection; (iii) deliver to Commission all materials and supplies, contracts and documents, and such other

accounting, paper, correspondence, files and records pertaining to the Facility or to this Agreement as Commission shall request, (iv) assign to Commission, or to anyone designated by Commission, such existing contracts relating to the operation and maintenance of the Facility as Commission shall require, and (v) furnish to Commission, or to anyone designated by Commission, all such information, and take all such action as Commission shall require in order to effectuate a professional, orderly and systematic ending of Operator's duties and activities hereunder at Operator's expense. Notwithstanding the termination of this Agreement, Operator's indemnification obligations hereunder shall survive the termination of this Agreement with respect to claims that accrue prior to the effective date of termination of this Agreement.

4. **Parking Services.** Operator shall perform the following services (the "Parking Services") within and upon the Facility during the term hereof:

a. Management, operation, and reasonable protection of the Facility consistent with good operating and shall maintain courteous, businesslike relations with users of the Facility in accordance with the Purchase and Sale Agreement and the Parking Easement. Operator, by the execution of this Agreement acknowledges that it has read and understands the terms and conditions of the Purchase and Sale Agreement and the Parking Easement referenced herein, as it relates to the operation of the Facility;

b. Diligent collection of parking revenues and other sums derived from the use of the Facility. Commission authorizes Operator to request, demand, collect and receive all such fees and other sums in the name of and on behalf of Commission. However, Operator shall not refer any parking fees or other sum that is past due to any outside person or entity for collection, or commence any legal or other proceedings, whether in the name of Operator or in the name of Commission, for the collection thereof without the prior written Consent of Commission (which consent may be withheld in Commission's sole discretion) in each instance.

c. Employment of personnel for the management and maintenance of the Facility. Operator shall interview, investigate, hire, pay, supervise, discipline and discharge the personnel necessary to be employed for the proper management, maintenance and operation of the Facility in accordance with the Purchase and Sale Agreement and the Parking Easement. All on-site employees shall be neatly uniformed at all times, which uniforms are to be provided by Operator as a reimbursable expense and to be approved by Commission. Such personnel shall in every instance be employees of Operator and not of Commission. Commission may nevertheless require Operator to remove from the Facility such employees, as Commission, in its reasonable discretion, deems unsatisfactory and to provide acceptable replacement employees. In no event shall Commission's demand for removal of such employee from the Facility be construed as a demand or suggestion by Commission that any such employee be discharged from Operator's employment. Operator shall comply with all labor and worker's compensation requirements. Operator shall perform motor vehicle license checks on each employee and refrain from allowing anyone with an unacceptable record from working or being present at any of Commission's properties. Operator shall conduct background checks to

determine if any prospective employee has any misdemeanors, felonies, or criminal convictions. Operator shall not allow anyone who has had any unacceptable convictions to work or be present at the Facility.

d. Maintenance of accounting records of all income and expenses related to the management and operation of the Facility in accordance with the Purchase and Sale Agreement and the Parking Easement;

e. Periodically (not less frequently than weekly during the term of the Agreement) consult with Commission on matters involved in the operation of the Facility.

f. Operator shall enter into contracts, but only as and to the extent set forth in Section 6, below, to, maintain the Facility in a clean condition. Operator shall maintain the Facility in accordance with the Purchase and Sale Agreement and the Parking Easement, including, without limitation, interior and exterior cleaning and painting, striping, steam cleaning and resurfacing of garage floors, maintenance of electrical, plumbing, carbon monoxide devices, exhaust fans and other utility lines serving the Facility, whether located within or outside the Facility, removal of debris, and such other normal maintenance and repair work as may be required by Commission or desirable or commercially prudent to maintain a first-class parking facility, all at the Operator's expense.

g. At Operator's sole cost and expense, Operator shall operate the Facility in compliance with all applicable statutes, laws, ordinances, rules and regulations of any government authority having jurisdiction over the Facility, and with any and all agreements affecting the Facility, including without limitation the Purchase and Sale Agreement and the Parking Easement. Operator shall operate the Facility in a manner to provide adequate parking spaces and access thereto in compliance with the Americans with Disabilities Act and shall advise Commission to ensure that the Facility has adequate parking stalls and ingress and egress for the Facility for emergency vehicles and for commercial vehicles making deliveries to the building in which the Facility is located. Operator shall not be authorized or required to make any structural, mechanical, electrical, or other installations or alterations; provided, however, Operator will advise Commission of any such alterations required by statutes, regulations or other governmental requirements pertaining to air quality, environmental protection or persons with disabilities. Operator shall advise and cooperate with Commission in the development and implementation of rules and regulations applicable to the Facility, and enforce such applicable rules and regulations as Commission shall adopt, and shall advise and consult with Commission with respect to matters of potential changes to traffic control systems, signage and/or any other matter that may substantially alter the use and operation of the Facility, the implementation of any of which shall require Commission's prior written consent.

h. Enforce in a good faith and uniform manner the Facility parking rules and regulations, as may be amended from time to time, which relate to visitor, tenant and employee parking in the Facility, a copy of which is attached hereto.

i. Operator shall develop and maintain a safety and security policy for the Facility and operations thereof, in accordance with the Purchase and Sale Agreement and the Parking Easement.

j. Operator shall provide to Commission the Operator's revenue control plan prior to operation of the Facility.

k. In addition to the duties expressly provided in this Agreement, Operator shall perform such additional acts and provide such additional services in connection with the Facility as are incidental, reasonable, necessary or proper in order to completely and fully carry out its obligations hereunder.

l. Operator agrees to exert its best efforts to exercise the highest degree of professional competence in managing the Facility as a first-rate parking garage in accordance with the Purchase and Sale Agreement and the Parking Easement and consistent with proper management principles and to provide Commission with the maximum economic return.

5. **Management Fees and Operator's Expenses.** Commission shall pay to Operator as its management fee for each month of the term hereof, a fee equal to \$500.00 (Five Hundred Dollars) (the "Management Fee"). The monthly Management Fee shall be comprised of \$400.00 (Four Hundred Dollars) for management of the Facility and \$100.00 (One Hundred Dollars) for management of a Valet Operation. In addition, Commission shall reimburse Operator for those expenses and costs reasonably incurred by Operator in the performance of its Parking Services ("Operating Expenses"), provided however, the Commission shall have no obligation to reimburse Operator for any expenses or costs, which exceed or are not included in the Approved Budget, as defined in Section 11, below, and provided further that the aggregate annual Operating Expenses for the first year of this Agreement shall not exceed the sum of ONE HUNDRED SEVENTY-TWO THOUSAND TWENTY FOUR DOLLARS (\$172,024.00) and the aggregate annual Operating Expenses for the second year of this Agreement shall not exceed the sum of ONE HUNDRED SEVENTY-SEVEN ONE HUNDRED EIGHTY FIVE DOLLARS (\$177,185.00). The foregoing ceilings may be exceeded only with the prior written consent of the Commission. In years three, four, and five of the Agreement, if the options are exercised, the Operator shall be compensated in an amount, or pursuant to a methodology, to be agreed upon by the Operator and the Commission in their sole discretions prior to the Commission's exercise of all or any of the Commission's three (3) one year options.

a. Such Operating Expenses shall include, without limitation, the aggregate of salaries and wages, payroll taxes, workers' compensation insurance, public liability insurance, garage keepers legal liability insurance, health insurance, supplies,

uniforms, signs, utilities, on-site accounting costs, facilities maintenance, business license tax and all other necessary and reasonable direct costs related to such parking services.

(i) Operator shall limit the reimbursable deductible insurance expense for damage claims to a monthly maximum of \$500.00 and an annual maximum of \$5,000.00. Any expenses in excess of those amounts will be borne by the operator.

b. Operating Expenses shall not include any of Operator's general overhead expense which shall include, but shall not be limited to:

(i) Administrative and related costs and expenses incurred in the operation of the Facility or the other operations of Operator, as they are incurred in the general management of the affairs of the Facility or Operator's other operations, including the monitoring of the operation and management of the Facility;

(ii) Maintenance of the general books and records of Operator;

(iii) Office supplies and equipment used by Operator which are not used exclusively for the Facility;

(iv) Postal, telephone and travel expense not related to the management of the Facility (except for the cost of telephone located at the Facility); and

(v) The cost of any managers, supervisors or couriers who are not employed at the Facility on a full-time basis.

Notwithstanding the foregoing, Operator shall not incur any Operating Expense in excess of One Thousand Dollars (\$1,000.00) in the aggregate (the "Dollar Limitation") per month except for (A) those items or transactions set forth in the Approved Budget approved by the Commission (as provided below); (B) those incurred in the case of any emergency requiring immediate repairs or other action necessary for the preservation and safety of the Facility or to avoid the suspension of any necessary services to the Facility or to avoid any danger to life or property; or (C) with the prior written consent of Commission. With regard to emergency repairs or other emergency action, Operator shall notify Commission as soon as practicable of the necessity for, the nature of, and the cost of such emergency repairs or other action. Notwithstanding anything contained in this paragraph, Commission, upon prior written notice to Operator, and prior to Operator incurring those certain expenses, may request that certain expenses be submitted to Commission for review and approval prior to payment.

6. **Service Contracts and Other Contracts.** Operator shall not enter into any contracts which bind Operator, the Commission or the Facility without prior written approval of Commission, which approval may be withheld in Commission's sole discretion. Operator shall also not enter into any contracts, agreements or other arrangements for the use of any portion of the Facility (other than for monthly parking), including, without limitation, contracts for coin-operated vending machines, installation

and use of pay telephones, billboard advertising or signage or information messaging services without prior written approval, which approval may be withheld in Commission's sole discretion.

7. **Monthly Statement To The Commission.** For accounting purposes, the month ("Accounting Month") shall end at the close of business on the last day of the month. Within ten days after the end of each Accounting Month, Operator shall submit to Commission a reasonably detailed written statement of the gross revenues collected, the Management Fee earned and the Operating Expenses incurred during the preceding month. Operator shall also submit to Commission a detailed list of accounts receivable for the month, along with various management reports as may be deemed necessary by Commission.

8. **Operator's Accounting.** Operator shall maintain, for a period of 60 months from the date of submitting such statements to Commission, records of such gross revenues collected and operating expenses disbursed in accordance with recognized accounting practices. Parking tickets, cash register tapes, sales slips or other evidence of transactions, shall be retained by Operator for a minimum of twelve months. Upon reasonable notice to Operator, Commission or its designated agent may examine Operator's records pertaining to the operation of the Facility. Commission shall have the right to make an audit of all books and records of Operator pertaining to the Facility. Such audit shall be made by an accountant selected by Commission. All expenses of such audit shall be paid by Operator if the report of such accountant shows the statement complained of to have contained an error prejudicial to Commission of more than two percent (2%) of the receipts for the particular Accounting Month; otherwise the costs of such audit shall be paid by the Commission. The final audit of such accountant made pursuant to this paragraph shall be conclusive upon the parties, and Operator shall pay the Commission within ten (10) days after a copy of the accountant's final report has been delivered to Operator the amount, if any, shown thereby to be due to Commission.

9. **Staffing Schedule.** Operator shall provide a schedule of employee positions (Exhibit A) to be employed "on-site" in the direct management of the Facility. The staffing schedule shall include the number of employees, scheduled hours, job titles, hourly wage rates and salaries.

10. **Bank Account.** Commission shall establish a separate bank account (the "Account") in the name of Commission. Operator shall deposit daily into the Account, all gross revenues derived in connection with the operation and management of the Facility. Any interest earned on funds in the Account shall belong to Commission and shall not be included in gross revenues. The Account shall be in Commission's name only, and Operator shall have no rights to access the Account other than to deposit moneys to the Account in accordance with this Agreement. At all times, all funds in the Account shall belong to Commission.

11. **Budget.** Annually, commencing with a date which is 180 days in advance of the beginning of the first year of operation of the Facility and on the same date each

year thereafter during the term of this Agreement, Operator shall submit to Commission a pro forma budget projection for the ensuing calendar year broken down by each month. The Budget shall include a detailed projection of gross revenues and Operating Expenses. Each such proposed Budget, prior to adoption and implementation by Operator, shall require the written approval of the Commission, which approval may be granted or withheld in the sole discretion of the Commission. Any Budget so approved by Commission shall become the "Approved Budget" for the ensuing fiscal year and shall establish the Operating Expenses for the upcoming fiscal year. The Approved Budget for any fiscal year may only be amended in writing, subject to the written approval of Commission, which approval may be granted or withheld in the sole discretion of the Commission. Operator shall not incur any Operating Expense which is in excess of the amount allocated for that particular Operating Expense in the Approved Budget, unless Operator has obtained the prior written approval of Commission, which approval may be granted or withheld in the sole discretion of the Commission. The Approved Budget for the first fiscal period is attached hereto as **Exhibit B**.

12. **Parking Rates.** The prices, rates and fees charged by the Operator for the use of the Facility shall be determined and regulated solely by Commission with recommendations from Operator. The initial rates and fees charged by the Operator for the use of the Facility shall be as set forth on **Exhibit C**, attached hereto.

13. **Hours of Operation.** Commission shall determine the hours of operation and the number of Operator's employees necessary to staff the Facility from time to time. The hours of operation shall be as set forth on **Exhibit D**, attached hereto.

14. **Insurance.** Concurrent with the execution of this Agreement and in partial performance of Operator's obligations under this Agreement, Operator shall procure and maintain during the term of this Agreement and any extensions or renewals thereof, from an insurer having a minimum rating of or equivalent to A-VII in Best's Insurance Guide:

a. Commercial General Liability Insurance, with a combined single limit of at least Five Million Dollars (\$5,000,000).

b. Garage keepers Legal Liability Insurance insuring any and all automobiles that are parked at the Facility by Operator's attendants or for which a bailment otherwise is created with comprehensive and collision coverage with a combined single limit of at least Two Million Dollars (\$2,000,000), and One Million Dollars (\$1,000,000).

c. Commercial Automobile Liability Insurance for owned, non-owned and hired automobiles, with a combined single limit of at least One Million Dollars (\$1,000,000).

d. Workers' Compensation Insurance, in statutory amounts, and Employers Liability Insurance at a limit of at least One Million Dollars (\$1,000,000).

e. Employer's liability insurance on all employees for the Facility not covered by the Worker's Compensation provided above, for occupational accidents or disease, for limits of not less than \$1,000,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified herein.

f. Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage, with limits of liability as to any given occurrence of \$50,000 for monies and securities inside and outside the Facility, and \$250,000 on account of any employee dishonesty.

g. An Umbrella Insurance policy in the amount of at least Five Million Dollars (\$5,000,000).

h. Upon the execution of this Agreement, Operator shall deliver to Commission, Certificates of Insurance with original endorsements evidencing the coverage required by this Agreement. Such Insurance shall be endorsed to include Form B (GC 2010) naming Commission, including affiliates and subsidiaries, as additional insureds, but only to the extent same are indemnified pursuant to Paragraph 18 hereof, to provide additional coverage for the Commission, and to provide a cross liability provision. Such Insurance shall be primary and non-contributing with any Insurance carried by Commission. The certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Commission reserves the right to require complete certified copies of all policies at any time.

i. All Insurance policies shall contain an endorsement requiring thirty (30) days prior written notice from insurers to Commission, its affiliates and subsidiaries before cancellation or change of coverage.

j. This Insurance may provide for such deductibles retention as may be acceptable to Commission. In the event such Insurance does provide for deductibles retention, Operator agrees that it will fully protect Commission, its affiliates and subsidiaries in the same manner as these interests would have been protected had the policy or policies not contained a deductible or retention provisions.

k. The procuring of the Insurance shall not be construed as a limitation on Operator's part of the indemnification provision of this Agreement; and Operator understands and agrees that, notwithstanding any Insurance, Operator's obligation to defend, indemnify and hold Commission, their affiliates and subsidiaries harmless under this Agreement is for the full and total amount of any damage, injuries, loss, expense, cost or liability caused by, but only to the extent same are caused by the negligence, misconduct or other fault of Operator, its agent, or employees, the condition of the premises or in any matter connected with or attributed to the acts or omissions of Operator, its officers, agents, employees, subtenants, licensees, patrons or visitors, or the operations conducted by Operator, or the Operator's use, misuse or neglect of the premises.

15. **Waiver of Subrogation.** With respect to damage to property, each party hereby waives all rights of subrogation, against Commission the other party, but only to the extent that collective commercial insurance is available for said damage. With respect to employee injuries, Operator hereby waives all rights of subrogation against Commission, but only to the extent that Workers' Compensation Insurance or other liability insurance is available for said injuries.

16. **Indemnification.** Operator releases and will, to the fullest extent allowable under applicable laws, indemnify, protect, defend (with counsel acceptable to Commission in its sole, absolute and arbitrary discretion) and hold harmless the Indemnified Parties from and against all Claims arising out of, relating to, or in connection with the following: (a) any breach or default by Operator in the performance of any of Operator's covenants, agreements or obligations under this Agreement, (b) any act, omission, negligence or misconduct of Operator, and (c) to the extent caused in whole or in part by Operator, any accident, injury, occurrence or damage in, about or to the Facility or elsewhere. It is the intent of the parties that this indemnity be construed and interpreted as a Type I indemnity agreement in favor of Commission, the Housing Authority of the City of San Diego, the City of San Diego, and each of them, as defined in the California cases entitled *McDonald & Kruse, Inc. v. San Jose Steel Company, Inc.* (1972) 29 Cal.App.3d 413, and *CI Engineering & Construction v. Johnson* (1983) 140 Cal.App.3d 1011, 1015. For purposes of this Section 16:

a. "Claims" shall mean all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorney's fees and costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement.

b. "Indemnified Parties" shall mean Commission, the Housing Authority of the City of San Diego, the City of San Diego and their respective commissioners, officers, directors, partners, shareholders, members, agents and employees.

Operator hereby stipulates and agrees that no condition precedent to its indemnification obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless the Indemnified Parties. Operator's indemnification obligations under this Agreement shall survive the termination of this Agreement or earlier expiration of this Agreement.

During the term of this Agreement, Operator shall be responsible for the acts of its employees, agents or servants.

17. **Status of Operator as Independent Contractor.** Operator's performance of its Parking Services shall be rendered by it as an Independent Contractor and not as an agent or employee of Commission and this Agreement shall not be construed to form any other relationship between Commission and Operator.

18. **Notices.** Any notice, communication or remittance required or permitted by this Agreement by either party to the other shall be deemed given, served or delivered, in

writing by certified or registered mail, postage prepaid, addressed to the addresses of the parties set forth below:

TO COMMISSION:

San Diego Housing Commission
Attn: Steve Snyder
1625 Newton Avenue
San Diego CA 92113

TO OPERATOR:

19. **Attorney's Fees.** Should either party bring suit to enforce any of the terms of this Agreement, each party will be responsible for its own attorney's fees and legal expenses.

20. **Nondiscrimination.** During the performance of this Agreement, Operator shall comply with all applicable local, State and Federal Equal Opportunity Programs, as well as any other applicable local, state and federal laws. Operator shall not discriminate against any person, employee or applicant for employment, or otherwise, because of race, color, religion, ancestry, gender, disability, national origin, or any other basis prohibited by law. Operator shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability, national origin, or any other illegal classification.

In connection with performance of this Agreement, Operator shall at all times and at its sole cost comply with the above nondiscrimination provision.

21. **Assignment.** Operator may not assign or transfer its rights hereunder, nor permit any assignee or transferee to assume its obligations hereunder without the express prior written consent of Commission, which consent may be granted or withheld at Commission's sole and absolute discretion. Without limiting the foregoing, Operator is expressly prohibited from appointing sub-agents without the express prior written consent of Commission.

22. **Non-Competition.** Operator shall not knowingly divert any business from the Facility to any other parking facility owned, operated, leased or affiliated with Operator. For the duration of this Agreement, the Operator will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, or place the Operator in positions adverse, hostile or incompatible with the interests of the Commission, the Housing Authority of the City of San Diego, or the City of San Diego.

23. **Relationship of the Parties.** The relationship of the Operator to Commission shall be solely that of an independent contractor, and nothing herein shall be deemed to create any other relationship between them. Nothing herein shall be deemed

or construed to create any partnership, joint venture or other form of joint enterprise between the parties hereto. Neither party shall be liable for debts incurred by the other, except as specifically otherwise provided herein.

24. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto, and may not be amended or changed except by agreement in writing executed by the parties.

25. **Limited Liability.** Any liability or obligation of Commission hereunder is limited solely to Commission's interest in this Agreement. No commissioner, officer, director, partner, member, agent, employee, trustee or beneficiary of Commission has any personal liability in connection with this Agreement and in no event will Commission be liable for any special, incidental, indirect or consequential damages as a result of any breach, dispute or default under this Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, the Commission's liability shall be further limited as set forth in any applicable law, including without limitation California Government Code Sections 835, et seq., and 900, et seq.

26. **Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of California. The venue for any action or claim arising out of the Agreement shall be in San Diego, California.

27. **Compliance Program.** Operator shall comply with those portions of Commission's procurement policy applicable to individuals or entities contracting or doing business with Commission. Commission shall provide Operator with a copy of the relevant portions of the procurement policy.

IN WITNESS WHEREOF, the parties hereto have executed this Parking Management Agreement as of the day and year first written above, by their duly authorized representatives.

“Operator”

Ace Parking , a California Corporation

By _____

Print Name _____

_____, President

By _____

Print Name _____

_____, Secretary

“Commission ”

San Diego Housing Commission, a public agency

By _____

Elizabeth C. Morris, President & CEO

Its _____

Approved as to form:

CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By _____

Charles B. Christensen

General Counsel

San Diego Housing Commission

Exhibit A

**Employee Positions, (Job Titles) Scheduled Hours,
Hourly Wage Rates and Salaries**

Supervisor

**8:00 am – 5:00 pm (Mon – Fri)
\$16.00/hour**

**8 hours daily coverage
\$33,280.00/year**

Cashier(s)

**8:00 am – 8:00 pm (Mon – Fri)
\$ 7.25/hour**

**12 hours daily coverage
\$22,620.00/year**

Maintenance

**6:00 am – 8:00 am (Tue – Sat)
\$ 7.00/hour**

**2 hours daily coverage
\$ 3,640.00/year**

Valet Attendant(s)

**6:00 am – 8:00 pm (Mon – Fri)
\$ 8.00/hour**

**20 hours daily coverage
\$41,600.00/year**

Exhibit B

Approved Budget for the Year Beginning on _____, 200__

SELF PARK WITH VALET SERVICE

Payroll and Payroll Related (With valet)	\$12,152.83 month, or \$145,834.00 year
Uniforms	\$ 65.00 month, or \$ 780.00 year
Insurance (Without Valet)	\$ 302.75 month, or \$ 3,633.00 year
Insurance (With valet)	\$ 1,000.83 month, or \$ 12,010.00 year
Supplies (Without valet)	\$ 125.00 month, or \$ 1,500.00 year
Supplies (With valet)	\$ 150.00 month, or \$ 1,800.00 year
Telephone	\$ 100.00 month, or \$ 1,200.00 year
Damage Claims	\$ 500.00 month, not to exceed \$5,000.00 year
Power Sweeping	\$ 200.00 month, or \$ 2,400.00 year
Bank Charges	\$ 50.00 month, or \$ 600.00 year
Repair and Maintenance	<u>\$ 200.00 month, or \$ 2,400.00 year</u>
	\$14,418.66 month, or \$172,024.00 year

Note: Years 2, 3, 4, and 5 increases to budgeted expense line items not to exceed 3%, per annum.

Exhibit C

Initial Parking Rates and Fees

Exhibit D

Initial Hours of Operation

Days of Operation

Monday through Friday

Hours of Operation

6:00 am – 8:00 pm

ATTACHMENT 3
 SAN DIEGO HOUSING COMMISSION
 REPORT OF SAN DIEGO COUNTY WORKFORCE

Company Name Ace Parking Payroll Ending Date 2/18/05

Occupational Category	Total Number of Employees		Caucasian Non Hispanic		African American Non Hispanic		Hispanic All Races		Asian/Pacific Islander Non Hispanic		Native American Non Hispanic		Filipino		Disabled		Total Disadvantaged	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative and Managerial	112	35	77	16	12	4	14	12	9	3								
Professional Specialty																		
Technicians and Related Support	5		4				1											
Sales																		
Administrative Support	15	41	7	15	4	6	3	9	1	1		1						
Services	1248	408	555	133	290	143	249	101	142	28	12	3						
Precision Production, Craft and Repair																		
Machine Operators, Assemblers and Inspector																		
Transportation and Material Moving																		
Handlers, Equipment Cleaners, Helpers and Laborers																		
TOTALS	1380	484	643	164	306	153	267	122	152	32	12	4						

ATTACHMENT 4

EVALUATION COMMITTEE CONSENSUS FORM

Committee Members: Charles Christensen, Esq.; Richard Raskin; Steven Snyder

Evaluation Review

Parking Operation Services

Friday, February 18, 2005

Parking Operator Firm		Evaluation Committee Qualification Rating	Total Score
Ace Parking	70	25	95
Central Parking System	75	15	90
Five Star Parking	65	20	85

Panel Chair

Steve Snyder

ATTACHMENT 5
DETERMINATION OF
ENVIRONMENTAL EXEMPTION

Pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines

Agency: CITY OF SAN DIEGO

Project No.: N/A

Date: March 24, 2005

Action/Permit(s): San Diego Housing Commission Approval of a parking garage operator

Description of Activity: Retain contractor to operate parking garage in a building approved for construction by the Center City Development Corporation.

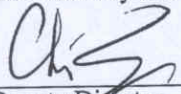
Location of Activity: 11th and C Streets, City and County of San Diego.

(CHECK BOXES BELOW)

1. This activity is EXEMPT FROM CEQA pursuant to:
- Section 15060(c) (3) of the State CEQA Guidelines (the activity is not a project as defined in Section 15378).
2. This project is EXEMPT FROM CEQA pursuant to State CEQA Guidelines Section checked below:

ARTICLE 19 of GUIDELINES CATEGORICAL EXEMPTIONS (Incomplete list)		ARTICLE 18 of GUIDELINES STATUTORY EXEMPTIONS (Incomplete list)	
Section	Short Name	Section	Short Name
<input checked="" type="checkbox"/> 15301	Existing Facilities	<input type="checkbox"/> 15261	Ongoing Project
<input type="checkbox"/> 15302	Replacement or Reconstruction	<input type="checkbox"/> 15262	Feasibility and Planning Studies
<input type="checkbox"/> 15303	New Construction or Conversion of Small Structures	<input type="checkbox"/> 15265	Adoption of Coastal Plans and Programs
<input type="checkbox"/> 15304	Minor Alterations to Land	<input type="checkbox"/> 15268	Ministerial Projects
<input type="checkbox"/> 15305	Minor Alteration in Land Use	<input type="checkbox"/> 15269	Emergency Projects
<input type="checkbox"/> 15306	Information Collection	<input type="checkbox"/> Other	
<input type="checkbox"/> 15311	Accessory Structures		
<input type="checkbox"/> 15312	Surplus Government Property Sales		
<input type="checkbox"/> 15315	Minor Land Divisions		
<input type="checkbox"/> 15317	Open Space Contracts or Easements		
<input type="checkbox"/> 15319	Annexation of Existing Facilities and Lots for Exempt Facilities		
<input type="checkbox"/> 15325	Transfer of Ownership of Interest in Land to Preserve Open Space		
<input type="checkbox"/> Other			

It is hereby certified that the City of San Diego has determined the above activity to be exempt:



Chris Zirkle, Ass't. Deputy Director
Environmental Analysis Section

Distribution:
Anne Lowry
Rick Thompson
Exemption or Project file