

ORIGINAL

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FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
THE UNITED STATES OF AMERICA ADOPTING A DEVELOPMENT PLAN AND
URBAN DESIGN GUIDELINES FOR THE REDEVELOPMENT OF THE NAVY
BROADWAY COMPLEX

THIS FIRST AMENDMENT is entered into between THE CITY OF SAN DIEGO, a municipal corporation ("City"), and the UNITED STATES OF AMERICA by and through the Southwest Division, Naval Facilities Engineering Command, acting by its Executive Director, Broadway Complex (Real Estate Contracting Officer), hereinafter referred to as the "Navy".

1. RECITALS. This First Amendment to Agreement ("First Amendment") is entered into with reference to the following facts: Agreement between City of San Diego and United States of America was recorded on December 15, 1992, Recording Document No. 19920802775, Annette Evans, Co. Recorder
 - 1.1 On December 2, 1992 City and Navy entered into the Agreement between the City of San Diego and the United States of America Adopting a Development Plan and Urban Design Guidelines for the Redevelopment of the Navy Broadway Complex ("Agreement").
 - 1.2 Section 4.3 of the Agreement provides, in part, that, "In the event that no Developer Lease is recorded by January 1, 2002, then this Agreement shall be of no force and effect."
 - 1.3 Navy has not yet entered into any Developer Lease with respect to the Agreement.
 - 1.4 Subsequent to December 2, 1992, City, Centre City Development Corporation, County of San Diego, San Diego Unified Port District and Navy prepared and endorsed the North Embarcadero Alliance Visionary Plan dated December 1998 ("Visionary Plan").
2. PURPOSE OF FIRST AMENDMENT. The purpose of the First Amendment is to amend Section 4.3 of the Agreement to keep the Agreement in full force and effect for a period of time deemed adequate to prepare and consider a Second Amendment to Agreement which would bring the Agreement into consistency with the Visionary Plan, if and as necessary.
3. CONTENT OF FIRST AMENDMENT. Section 4.3 of the Agreement, with respect to the sentence recited in Section 1.2 of this First Amendment, is hereby amended to read as follows, "In the event that no Developer Lease is recorded by January 1, 2003, then this Agreement shall be of no further force and effect."

DOCUMENT NO. 60-19016
FILED DEC 03 2001
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

005376

IN WITNESS WHEREOF, this First Amendment has been executed by City and Navy.

THE CITY OF SAN DIEGO

THE UNITED STATES OF AMERICA

By *[Signature]*

By *Karen P. Ringel*

Title ~~City Manager~~

Title **KAREN P. RINGEL**
~~Real Estate Contracting Officer~~

I HEREBY APPROVE the form and legality of the foregoing Agreement this 17th
day of December, 2001.

Prescilla Dugard
Prescilla Dugard
Deputy City Attorney

navybroadwaycomplex-firstamendment.102901

0-19015

COPY

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND THE UNITED STATES OF AMERICA ADOPTING A DEVELOPMENT PLAN AND
URBAN DESIGN GUIDELINES FOR THE REDEVELOPMENT OF THE NAVY
BROADWAY COMPLEX

THIS SECOND AMENDMENT is entered into between THE CITY OF SAN DIEGO, a municipal corporation ("City"), and the UNITED STATES OF AMERICA by and through the Southwest Division, Naval Facilities Engineering Command, acting by its Executive Director, Broadway Complex (Real Estate Contracting Officer), hereinafter referred to as the "Navy".

1. RECITALS. This Second Amendment to Agreement ("Second Amendment") is entered into with reference to the following facts:
 - 1.1 On December 2, 1992 City and Navy entered into the Agreement between the City of San Diego and the United States of America Adopting a Development Plan and Urban Design Guidelines for the Redevelopment of the Navy Broadway Complex ("Agreement").
 - 1.2 On December 3, 2001, the City Council of the City of San Diego approved an amendment to the Agreement ("First Amendment") that extended the expiration date of the Agreement by one year. As approved by the First Amendment to the Agreement, Section 4.3 of the Agreement reads, "In the event that no Developer Lease is recorded by January 1, 2003, then this Agreement shall be of no force and effect."
 - 1.3 Navy has not yet entered into any Developer Lease with respect to the Agreement.
 - 1.4 Subsequent to December 2, 1992, City, Centre City Development Corporation, County of San Diego, San Diego Unified Port District and Navy prepared and endorsed the North Embarcadero Alliance Visionary Plan dated December 1998 ("Visionary Plan").
2. PURPOSE OF SECOND AMENDMENT. The purpose of the Second Amendment is to amend Section 4.3 of the Agreement to keep the Agreement in full force and effect for a period of time deemed adequate to bring the Agreement into consistency with the Visionary Plan, if and as necessary.
3. CONTENT OF SECOND AMENDMENT. Section 4.3 of the Agreement, with respect to the sentence recited in Section 1.2 of this Second Amendment, is hereby amended to read as follows, "In the event that no Developer Lease is recorded by January 1, 2007, then this Agreement shall be of no further force and effect."

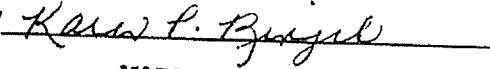
DOCUMENT NO. 00-19141
FILED JAN 07 2003
OFFICE OF THE CITY CLERK

IN WITNESS WHEREOF, this Second Amendment has been executed by City and Navy.

THE CITY OF SAN DIEGO

THE UNITED STATES OF AMERICA

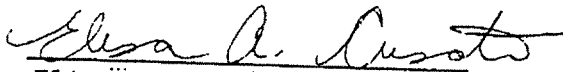
By 

By 

Title City Manager

Title **KAREN P. RINGEL**
Real Estate Contracting Officer

I HEREBY APPROVE the form and legality of the foregoing Agreement this 14th
day of January, 2002₃



Elisa A. Cusato
Deputy City Attorney