

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City of San Diego
Ball Park Administrator-PETCO
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101

THIS SPACE FOR RECORDERS USE ONLY

**Amendment No. 1 to
Joint Use and Management Agreement**

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

DUPLICATE

**AMENDMENT NO. 1 TO
JOINT USE AND MANAGEMENT AGREEMENT**

This AMENDMENT NO. 1 TO JOINT USE AND MANAGEMENT AGREEMENT (this "Amendment"), dated ~~as of~~ **MAY 21 2012**, 2012, is entered into by and among The City of San Diego (the "City"), Padres L.P., a Delaware limited partnership (the "Padres"), and San Diego Ballpark Funding LLC, a Delaware limited liability company ("SDB") (collectively referred to as the "Parties"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the JUMA (defined below).

RECITALS

A. On November 3, 1998, the electorate of the City of San Diego approved Proposition C which consisted of Ordinance No. O-18613 (the "Ordinance") and the Memorandum of Understanding between the Padres, the City, the Redevelopment Agency of the City of San Diego (the "Agency") and the Centre City Development Corporation ("CCDC") (the "MOU").

B. Pursuant to the Ordinance and the MOU, the City and the Padres entered into that certain Joint Use and Management Agreement dated as of February 1, 2000 (the "JUMA"), as evidenced of record by that certain Memorandum of Joint Use and Management Agreement made as of December 3, 2001, by and between the City and the Padres, and recorded in the San Diego County Recorder's Office (the "Recorder's Office") on February 14, 2002, as Document No. 2002-0131011.

C. Pursuant to that certain Deed, Transfer, Conveyance and Assignment Agreement dated as of May 15, 2002, and recorded in the Recorder's Office on May 21, 2002, as Document No. 2002-0428749 (the "JUMA Assignment"), the Padres assigned certain of its rights under the JUMA to SDB, and SDB assumed certain of the Padres' obligations under the JUMA, all as more particularly described in the JUMA Assignment.

D. Pursuant to Section 2 of the Ordinance and Section XXXVIII of the MOU, the City Council is authorized to enter into any amendments or modifications to the MOU if in its judgment they are in the best interest of the City and CCDC and if such amendments or modifications do not materially: (1) decrease the rights or increase the obligations of the City; (2) increase the financial commitments of the City; or (3) decrease revenue to the City. As set forth in Resolution No. **307455**, the City Council has made the required judgments and determinations.

E. Pursuant to Section 3 of the Ordinance, the City is authorized to enter into agreements that implement the Ordinance and MOU, if such implementing agreements are in the best interests of the City and CCDC and do not materially: (1) decrease the rights or increase the obligations of the City pursuant to the MOU; (2) increase the financial commitments of the City

DOCUMENT/NO.	307455
FILED	MAY 21 2012
OFFICE OF THE CITY CLERK SAN DIEGO, CALIFORNIA	

pursuant to the MOU; or (3) decrease revenue to the City pursuant to the MOU. As Set forth in Resolution No. 307455, the City Council has made the required determinations.

F. The Parties hereto desire and intend by the execution and recordation of this Amendment to amend the JUMA as set forth below pursuant to Section 28.23 of the JUMA. Except as expressly set forth herein, the JUMA shall remain in full force and effect in accordance with its terms.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation. The recitals set forth in paragraphs A through C above are hereby accepted and incorporated herein.

2. Paragraph 1.1.39 "City Split Season". Paragraph 1.1.39 shall be deleted in its entirety and replaced with the following:

[Reserved]

3. Paragraph 1.1.92 "Net Incremental Loss". Paragraph 1.1.92 shall be deleted in its entirety and replaced with the following:

"Net Incremental Loss" shall have the meaning given to such term in paragraph 6.10.3.

4. Paragraph 1.1.93 "Net Incremental Revenue". Paragraph 1.1.93 shall be deleted in its entirety and replaced with the following:

"Net Incremental Revenue" shall have the meaning given to such term in paragraph 6.10.3.

5. Paragraph 1.1.109 "Padres Games and Events". Paragraph 1.1.109 shall be deleted in its entirety and replaced with the following:

"Padres Games and Events" shall mean any and all:

- (a) Major League Baseball Games;
- (b) Padres-Sponsored Baseball Events.

6. Paragraph 1.1.114 "Padres Split Season". Paragraph 1.1.114 shall be deleted in its entirety and replaced with the following:

[Reserved]

7. Paragraph 6.3.3. Paragraph 6.3.3 shall be deleted in its entirety and replaced with the following:

Small Events, discussed in Section 6.8 below. An important characteristic of a Small Event is that while its Net Incremental Revenue is shared by the parties in the ratio of 30% to the City and 70% to the Padres , the City is protected against bearing any Net Incremental Loss from Small Events.

8. Paragraph 6.3.4. Paragraph 6.3.4 shall be deleted in its entirety and replaced with the following:

Significant Events, discussed in Section 6.9 below. An important characteristic of a Significant Event is that its Net Incremental Revenue and Net Incremental Loss are shared by the parties in the ratio of 30% to the City and 70% to the Padres . Because Small Events and Significant Events both make reference to the aforementioned 30%-to-70% ratio, they are sometimes referred to together as “70/30 Events.”

9. Paragraph 6.8.1. Paragraph 6.8.1 shall be deleted in its entirety and replaced with the following:

The term “Small Events” shall mean those 70/30 Events , such as receptions and meetings, which (i) require use and occupancy of only a small portion of the Ballpark Property and (ii) are subject to regular user charges established by the Padres at rates reasonably calculated to be sufficient at least to cover costs, modified from time to time by the Padres in light of experience and market conditions.

10. Paragraph 6.9.1. Paragraph 6.9.1 shall be deleted in its entirety and replaced with the following:

The term "Significant Events" shall mean those 70/30 Events which (i) are not Small Events and (ii) are not within the exceptions set forth in paragraph 6.9.2 below.

11. Paragraph 6.9.2(d). Paragraph 6.9.2(d) shall be deleted in its entirety and replaced with the following:

(d) Opt-Out Events described in paragraph 6.9.6 below (for which the benefits and burdens of all Incremental Ballpark Revenues and Incremental Ballpark Expenses shall be the City's alone if the Padres opt out).

12. Paragraph 6.9.6. Paragraph 6.9.6 shall be deleted in its entirety and replaced with the following:

6.9.6 Based upon the written good-faith estimates of Incremental Ballpark Revenues and Incremental Ballpark Expenses referred to in paragraph 6.9.5, upon any other factor which the Padres may wish to consider (including its own judgment as to the experience, reputation or financial capability of any proposed user of the Ballpark Property), and in its sole and absolute discretion, the Padres may "opt out" from participating in a City proposed Significant Event and the resulting Incremental Ballpark Revenues and Incremental Ballpark Expenses related to such Significant Event (through the mechanism of the Allocation by Formula as set forth in Section 6.10 below), by giving written notice to the City specifying the particular City proposed Significant Event (an "Opt-Out Event") which the Padres wants to remove from the Allocation by Formula, within ten (10)

Business Days after the Padres receipt or delivery of the written estimates for such Significant Event referred to in paragraph 6.9.5 above.

13. Paragraph 6.9.7. Paragraph 6.9.7 shall be deleted in its entirety and replaced with the following:

[Reserved]

14. Paragraph 6.10.1. Paragraph 6.10.1 shall be deleted in its entirety and replaced with the following:

[Reserved]

15. Paragraph 6.10.2. Paragraph 6.10.2 shall be deleted in its entirety and replaced with the following:

[Reserved]

16. Paragraph 6.10.3. Paragraph 6.10.3 shall be deleted in its entirety and replaced with the following:

6.10.3 For each Fiscal Year during the Term:

(c) subject to adjustment pursuant to Paragraph 6.11.4 and Section 6.13, the “Net Incremental Revenue” (where Incremental Ballpark Revenues exceed Incremental Ballpark Expenses) from Significant Events for that Fiscal Year shall be allocated thirty percent (30%) to the City, and seventy percent (70%) to the Padres;

(d) the “Net Incremental Loss” (where Incremental Ballpark Revenues are less than Incremental Ballpark Expenses) from Significant Events for that Fiscal Year shall be allocated thirty percent (30%) to the City, and seventy percent (70%) to the Padres, provided, that, such allocation of loss to the City shall not relieve the Padres of its obligation to make the Minimum Annual Payment pursuant to Paragraph 6.11.4(a);

- (e) subject to adjustment pursuant to Paragraph 6.11.4 and Section 6.13, the Net Incremental Revenue from Small Events for that Fiscal Year shall be allocated thirty percent (30%) to the City, and seventy percent (70%) to the Padres; and
- (f) the Net Incremental Loss from Small Events for that Fiscal Year shall be allocated one hundred percent (100%) to the Padres, and the City shall bear no portion thereof.

17. Paragraph 6.11.1. Paragraph 6.11.1 shall be deleted in its entirety and replaced with the following:

6.11.1 For each Significant Event, (i) within ten (10) Business Days after the conclusion of the Event, the Padres shall calculate the Net Incremental Revenue or Net Incremental Loss for such Event and shall report to the City the results of such calculation, and (ii) on April 30 and November 30 of each year, the Padres shall pay to the City the amount of the City's allocated share of any such Net Incremental Revenue accrued since the prior payment (subject to adjustment at the end of each Fiscal Year pursuant to Section 6.13 below).

18. Paragraph 6.11.2. Paragraph 6.11.2 shall be deleted in its entirety and replaced with the following:

6.11.2 For Small Events, (i) within ten (10) Business Days after the end of each month during the Term, the Padres shall calculate the Net Incremental Revenue or Net Incremental Loss for the aggregate of all Small Events held during the preceding month (even though the City is to bear no share of Net Incremental Losses from Small Events) and shall report to the City

the results of such calculation, and (ii) within twenty (20) Business Days after the end of such month, the Padres shall pay to the City the amount of the City's allocated share of any such Net Incremental Revenue, or shall bear alone the Net Incremental Losses from Small Events (subject to adjustment at the end of each Fiscal Year pursuant to Section 6.13 below).

19. Paragraph 6.11.4. The following new Paragraph 6.11.4 shall be added:

6.11.4 Beginning in the 2013 Fiscal Year:

- (a) In no event shall the aggregate amount of Net Incremental Revenue payments made by the Padres to the City pursuant to Paragraphs 6.11.1 and 6.11.2 in any Fiscal Year be less than \$300,000 (adjusted upward at the end of the 2013 Fiscal Year, and at the end of every subsequent Fiscal Year thereafter during the Term, but never downward, by the amount of the percentage increase, if any, in the CPI for such period that includes January 1 of the Fiscal Year for which the adjustment is then being made) (the "Minimum Annual Payment").
- (b) during each Fiscal Year beginning in 2013, and subject to the payment of the Minimum Annual Payment in each such Fiscal Year, the Padres shall be entitled to offset the amount of its Event Capital Expenditure Credit (as determined through and including the end of the immediately prior Fiscal Year) against the amount of Net Incremental Revenue otherwise payable by the Padres to the City pursuant to Paragraphs 6.11.1 and 6.11.2. If the Padres offset any Net Incremental Revenue payments pursuant to this Paragraph 6.11.4(b),

the Padres will provide the City with the reports contemplated by Sections 6.11.1(i) and 6.11.2(i) for each such Event, including a calculation of the amount of Event Capital Expenditure Credit used in connection with such offset, which reports will be subject to reconciliation at the end of each such Fiscal Year pursuant to Section 6.13 below.

20. Section 6.13. Section 6.13 shall be deleted in its entirety and replaced with the following:

6.13 Reconciliation Upon either party's reasonable determination that any report or other information submitted by the Padres to the City described in this Article 6 requires any reconciliation (based upon final figures that become available at the end of a Fiscal Year or other accounting period or for any other reason), or that any updating or correction is required to any such report or other information (for any reason), such party may submit a revised statement to, or request a revised statement from, the other party. In addition, all reports and other information submitted by the Padres to the City described in this Article 6 shall be subject to the City's audit rights as set forth in Section 28.5.

21. Paragraph 7.8.2. Paragraph 7.8.2 shall be deleted in its entirety and replaced with the following:

7.8.2 The Padres shall present a proposed Capital Expenditure Budget to the City on or before October 31 of each year during the Term, to allow the City to include it in the City's annual budget approval process for the following City's fiscal year. The Padres thereafter may present amendments to any previously Approved Capital Expenditure Budget to the City at any other

time during the Term as well. Regarding the Improvements identified in a proposed Capital Expenditure Budget:

- (a) Any such Improvements, whether interior or exterior, structural or non-structural, which would adversely change the essential aesthetic nature of the Ballpark Property or have a material adverse effect on the structure or systems of the Ballpark Property or change the essential nature of Ballpark Property and the purpose for which it was intended to be used, shall be permitted only with the prior written approval of the City.
- (b) [Reserved]
- (c) Any such Improvements, whether involving a Material Contract or not, and whether interior or exterior, structural or non-structural, shall appear in a proposed Capital Expenditure Budget and shall be deemed approved by the City, unless such Improvements would adversely change the essential aesthetic nature of the Ballpark Property or have a material adverse effect on the structure or systems of the Ballpark Property or change the essential nature of Ballpark Property and the purpose for which it was intended to be used.

22. Paragraph 7.8.4. Paragraph 7.8.4 shall be deleted in its entirety and replaced with the following:

7.8.4 Within thirty (30) days after the City's receipt of a proposed Capital Expenditure Budget from the Padres, the City shall respond to the Padres, in writing, with its conditional approval or disapproval of the proposal

(except as to matters deemed approved). Other than for matters deemed approved pursuant to this Agreement, any such approval shall be conditioned upon approval by the City Council in its budget approval process. If the City disapproves, its response shall be accompanied by a statement of reasons for such disapproval. The City may condition its approval of any proposed Capital Expenditure Budget upon such additional matters as the City may deem necessary or appropriate, in its sole but good faith discretion, including, if applicable, (i) special forms of insurance appropriate to the construction, (ii) special approval rights for the City over particular contracts, (iii) special approval rights for the City over the engagement of key architectural, construction, design personnel and other Consultants for the Improvements, (iv) bonds or other credit assurances, (v) requirements for City review and approval of plans, specifications and permits, (vi) provisions protecting the City against obligations to remit payments or to bear liabilities not otherwise covered by this Agreement, and (vii) such other matters as may be related to the proposed activity of construction or installation of the Improvements. Upon approval of a Capital Expenditure Budget (including deemed approval), the Padres may request that the City Manager, and the City Manager shall, advance amounts not to exceed the amount then existing in the Capital Expenditure Reserve Fund, which the Padres may expend on any item in the Approved Capital Expenditure Budget in that City's fiscal year, without any requirement that the Padres obtain any further approvals from the City.

The Padres shall, within ten (10) Business Days after the close of the City's fiscal year, submit to the City all documentation supporting the expenditures made from such advances.

23. Paragraph 7.8.7. Paragraph 7.8.7 shall be deleted in its entirety and replaced with the following:

7.8.7 A proposed Capital Expenditure Budget which has received the requisite City approval or deemed approval pursuant to this Section 7.8 will be referred to in this Agreement as an "Approved Capital Expenditure Budget." For example, a proposed Capital Expenditure Budget which is deemed approved, because it meets the requirements of paragraph 7.8.2(c) above, shall thereby be deemed an Approved Capital Expenditure Budget.

24. Paragraph 7.8.8. Paragraph 7.8.8 shall be deleted in its entirety and replaced with the following:

7.8.8 A Capital Expenditure shall be considered an "Approved Capital Expenditure" if it:

- (a) is authorized to be made in an Approved Capital Expenditure Budget; or
- (b) meets the requirements of paragraph 7.8.2(c) above; or
- (c) is made in response to emergencies, addressed in Section 7.9 below;

provided, however, that no Capital Expenditure shall qualify as an Approved Capital Expenditure, whether interior or exterior, structural or non-structural, to any area of the Ballpark Property, if such Capital Expenditure adversely changes the essential aesthetic nature of the Ballpark Property or has a material

adverse effect on the structure or systems of the Ballpark Property or change the essential nature of Ballpark Property and the purpose for which it was intended to be used, without prior written approval by the City.

25. Section 7.22. The following new Section 7.22 shall be added:

7.22 Event Capital Expenditures. Beginning in Fiscal Year 2012 and for the remainder of the Term, 30% of the cost of all labor and materials reasonably required to manufacture, produce, install, construct or upgrade any equipment, structural components or integral parts of the Ballpark Property to be used predominantly in connection with 70/30 Events or City Events (the "Event Capital Expenditures") that are incurred by the Padres will, subject to the City approval set forth in this Section 7.22, be credited to the Padres for purposes of determining the "Event Capital Expenditure Credit," which amount will be increased each Fiscal Year by 30% of the Event Capital Expenditures incurred in such Fiscal Year and decreased by the amount of the Event Capital Expenditure Credit used by the Padres pursuant to Paragraph 6.11.4(b) in such Fiscal Year to offset the amount of Net Incremental Revenue otherwise payable by the Padres to the City pursuant to Paragraphs 6.11.1 and 6.11.2. For each such Fiscal Year, the amount of the Event Capital Expenditure Credit that the Padres reasonably determine to depreciate in such year (based on the lesser of the depreciation schedule of the underlying Event Capital Expenditures and the number of years remaining in the Term) may be used by the Padres pursuant to Paragraph 6.11.4(b) to offset the amount of Net Incremental Revenue otherwise payable by the Padres to the City pursuant to Paragraphs 6.11.1 and 6.11.2. The amount of the remaining and unused Event Capital Expenditure Credit will carry forward each Fiscal Year, subject to adjustment each Fiscal Year as set forth above, until the end of the Term. Before receiving Event Capital Expenditure Credit for any

such amounts, the Padres shall present to the City a reasonably detailed statement of the Event Capital Expenditure, including its cost and a description of how such equipment, structural component or integral part of the Ballpark Property will be used predominantly in connection with 70/30 Events or City Events. Within ten (10) business days after the City's receipt of such description, the City shall respond to the Padres, in writing, with its agreement or disagreement, not to be unreasonably withheld, that such description constitutes an Event Capital Expenditure as such term is defined in this Section 7.22. If the City does not respond within such ten (10) business day period it will be deemed to have agreed that such amount constitutes a Capital Expenditure Credit. If the City disagrees, its response shall be accompanied by a statement of reasons for such disagreement.

26. Section 8.7 Deposits into the Capital Expenditure Reserve Fund. Section 8.7 shall be deleted in its entirety and replaced with the following:

8.7 Deposits into the Capital Expenditure Reserve Fund; Padres Capital Expenditures.

8.7.1 Beginning in Fiscal Year 2013 and in lieu of the Padres previous obligation to make a \$250,000 annual contribution to the Capital Expenditure Reserve Fund, neither party shall have any obligation to make deposits into the Capital Expenditure Reserve Fund, but the Padres agree to make the level of Capital Expenditures described in this Paragraph 8.7.1. Beginning in Fiscal Year 2013, and for the remainder of the Term, the Padres shall make Capital Expenditures, on an average annual basis measured over such remainder of the Term, of not less than \$1,000,000 per year. For the avoidance of doubt, any Padres' Capital Expenditures incurred in 2013 or subsequent Fiscal Years for which amounts are advanced or reimbursed from the remaining balance in the Capital


Expenditure Reserve Fund shall be credited to the Padres as a Capital Expenditure made by the Padres for all purposes under this Agreement, including this Paragraph 8.7.1.

- 8.7.2 The Padres shall reimburse the Capital Expenditure Reserve Fund for any amounts taken therefrom for any Capital Expenditures to the extent that the Padres receive funds from any third-party source (including insurance proceeds and recovery from third parties) to reimburse the Padres therefor.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Padres have executed this Amendment as of the date first above written.

THE CITY OF SAN DIEGO, CALIFORNIA

By: 
Name: Jay H. Goldstone
Title: Chief Operating Officer

PADRES L.P., a Delaware limited partnership

By: 

Name: Erik J. Greupner
Title: Senior Vice President, Business Administration and General Counsel

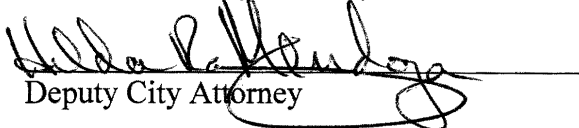
SAN DIEGO BALLPARK FUNDING, LLC, a Delaware limited liability company

By: 

Name: Erik J. Greupner
Title: Senior Vice President, Business Administration and General Counsel

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 16 day of December, 2012.

JAN GOLDSMITH, City Attorney

By: 
Deputy City Attorney

R- 307455

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On 2/12/13 before me, Teresa Dolores Morse, Notary Public

personally appeared Jay Goldstone



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Teresa Dolores Morse

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment #1 to JUMA

Document Date: May 21, 2012

Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 02-15-13 before me, Virginia Wait Schang, Notary
Date Here Insert Name and Title of the Officer

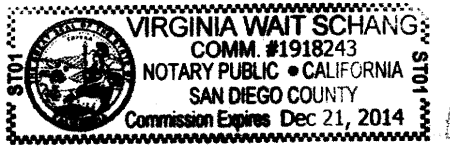
personally appeared Erik J. Greupner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Virginia Wait Schang
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment No #1 to JUMA

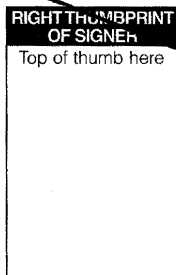
Document Date: May 21, 2012 Number of Pages: —

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

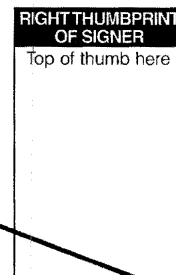
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

5/21
#751

RESOLUTION NUMBER R- 307455

DATE OF FINAL PASSAGE MAY 30 2012

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AMENDMENT NO. 1 TO
THE JOINT USE AND MANAGEMENT AGREEMENT
BETWEEN THE CITY, THE PADRES L.P. AND SAN
DIEGO BALLPARK FUNDING LLC.

WHEREAS, on November 3, 1998, the electorate of the City of San Diego approved Proposition C which consisted of Ordinance No. O-18613 (Ordinance) and the Memorandum of Understanding between the Padres LP, the City, the Redevelopment Agency of the City of San Diego (Agency) and the Centre City Development Corporation (CCDC) (MOU) regarding the financing, construction, management, operation and use of the Ballpark Project; and

WHEREAS, the Ordinance provided that it was the intent of the electorate that the Ordinance and the MOU constitute the legislative acts establishing policy for the City on those matters, and provided for the ways and means for the implementation of that policy by such administrative and non-legislative acts as may be necessary and appropriate to carry out the purpose and intent of the Ordinance; and

WHEREAS, the MOU provides that the operation, management, use and occupancy of the Ballpark shall be subject to the terms of more definitive agreements, encompassing issues not addressed in the MOU;

WHEREAS, on February 1, 2000, the City Council approved the Joint Use and Management Agreement (JUMA) between the City and the Padres L.P., which implemented the Ordinance and the MOU pursuant to Resolution R-292706; and

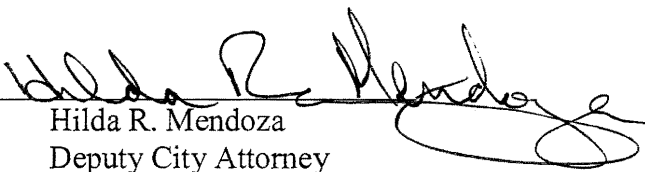
WHEREAS, the City desires to amend the JUMA to further implement the Ordinance and the MOU; and

WHEREAS, based on the requisite judgments and determinations being made by the City Council, the actions authorized by this resolution are fully consistent with the Ordinance and the MOU, specifically Sections 2 and 3 of the Ordinance and Sections XXXVIII, XXXIX and XL of the MOU; NOW, THEREFORE,

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

1. That the foregoing recitals are true and correct and incorporated fully herein by this reference.
2. That the Mayor be and hereby is authorized and empowered to execute, for and on behalf of the City, Amendment No. 1 to Joint Use and Management Agreement between the City, the Padres LP and the San Diego Ballpark Funding LLC, on file in the Office of the City Clerk as Document No. RR 307455.
3. That the Mayor be and hereby is authorized and empowered to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution, consistent with the rights and obligations of the City pursuant to the Ordinance and the MOU.

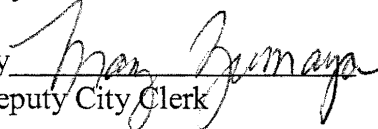
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Hilda R. Mendoza
Deputy City Attorney


HRM:als
5/10/2012
Or.Dept:Mayor
Doc. No. 369466

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 21 2012.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 5-30-12
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on MAY 21 2012, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherr Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Faulconer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carl DeMaio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage MAY 30 2012

AUTHENTICATED BY:

JERRY SANDERS
Mayor of The City of San Diego, California.

(Seal)

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

By Mary Zumaaga, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 307455

Passed by the Council of The City of San Diego on May 21, 2012 by the following vote:

YEAS: **LIGHTNER, FACULCONER, GLORIA, YOUNG,**
DEMAIO, ZAPP, EMERALD, ALVAREZ.

NAYS: **NONE.**

NOT PRESENT: **NONE.**

VACANT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

JERRY SANDERS
Mayor of The City of San Diego, California

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

(Seal)

By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-307455 approved by The Mayor of the City of San Diego, California on
May 30, 2012

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

(SEAL)

By:  Deputy



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: September 26, 2012

TO: City of San Diego

FROM: City of San Diego, solely in its capacity as the designated successor agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic (Successor Agency)

SUBJECT: Amendment No. 1 to Joint Use and Management Agreement, dated May 21, 2012

The Amendment No. 1 to Joint Use and Management Agreement, dated May 21, 2012 (Amendment), includes Section 26 which deletes Section 8.7 of the Joint Use and Management Agreement, dated February 1, 2000 (JUMA), and replaces it in its entirety with a new Section 8.7. New Section 8.7 of the Amendment may constitute an amendment or modification to the Memorandum of Understanding between the Padres L.P, the City of San Diego, the Redevelopment Agency of the City of San Diego and the Centre City Development Corporation (MOU) approved by the voters of the City of San Diego on November 3, 1998 together with Ordinance O-18613. If new Section 8.7 of the Amendment is an amendment or modification to the MOU, the Successor Agency has no objection to the new Section 8.7 because it does not affect the financial or proprietary interests of the Successor Agency and it does not impose any obligations or commitments on the Successor Agency.

CITY OF SAN DIEGO, IN ITS CAPACITY AS
SUCCESSOR AGENCY

By


JERRY SANDERS

Mayor

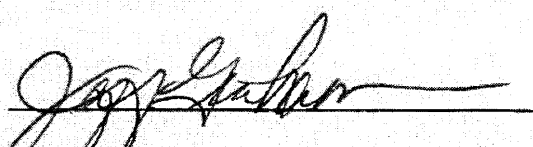
cc: Elizabeth S. Maland, City Clerk of the City of San Diego

Civic San Diego

DATE: December 3, 2012
TO: City of San Diego
FROM: Civic San Diego, formerly Centre City Development Corporation
SUBJECT: Amendment No. 1 to Joint Use and Management Agreement, dated May 21, 2012

The Amendment No. 1 to Joint Use and Management Agreement, dated May 21, 2012 ("Amendment"), includes Section 26 which deletes Section 8.7 of the Joint Use and Management Agreement, dated February 1, 2000 ("JUMA"), and replaces it in its entirety with a new Section 8.7. New Section 8.7 of the Amendment may constitute an amendment or modification to the Memorandum of Understanding between the Padres L.P., the City of San Diego, the Redevelopment Agency of the City of San Diego and the Centre City Development Corporation ("MOU") approved by the voters of the City of San Diego on November 3, 1998 together with Ordinance O-18163. If new Section 8.7 of the Amendment is an amendment or modification to the MOU, Civic San Diego has no objection to the new Section 8.7 because it does not affect the financial or proprietary interests of Civic San Diego and it does not impose any obligations or commitments on Civic San Diego.

CIVIC SAN DIEGO, FORMERLY CENTRE CITY
DEVELOPMENT CORPORATION

By: 
Jeff Graham
President