

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO, THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, THE CENTRE CITY DEVELOPMENT CORPORATION, AND PADRES L.P. CONCERNING A BALLPARK DISTRICT, CONSTRUCTION OF A BASEBALL PARK, AND A REDEVELOPMENT PROJECT

This AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO, THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, THE CENTRE CITY DEVELOPMENT CORPORATION, AND PADRES L.P. CONCERNING A BALLPARK DISTRICT, CONSTRUCTION OF A BASEBALL PARK, AND A REDEVELOPMENT PROJECT (this "First Amendment"), dated _____, 2021, is entered into by and between The City of San Diego (the "City") and Padres LP., a Delaware limited partnership (the "Padres") (collectively referred to as the "Parties"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the MOU (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 among the Padres, the City, the Redevelopment Agency of the City of San Diego (the City as the Successor Agency is the successor in interest to the Redevelopment Agency following the dissolution of redevelopment, and both are referred to as the "Agency"), and the Centre City Development Corporation, which is currently known as Civic San Diego ("Civic") (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 "Original JUMA"), and recorded that certain Memorandum of Joint Use and Management Agreement made as of December 3, 2001, by and between the City and the Padres, 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 Original JUMA to San Diego Ballpark Funding LLC, a Delaware limited liability company ("SDB"), and SDB assumed certain of the Padres' obligations under the Original 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 is authorized to enter into any amendments or modifications to the MOU if in the City Council's judgment they are in the best interest of the City, Agency and Civic provided that 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. _____, 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 the MOU, if such implementing agreements are in the best interests of the City, Agency and Civic 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 pursuant to the MOU; or (3) decrease revenue to the City pursuant to the MOU, which the Parties have done on many occasions since the approval of the MOU.

F. The construction of the Ballpark Project is complete, and the Agency has administratively transferred all of its land use and land planning authority and interests related to the Ballpark Project to the City as confirmed in a separate memorandum dated July 12, 2021, and therefore the Agency is not a party to this First Amendment.

G. As a result of dissolution laws relating to redevelopment, the completion of construction of the Ballpark, and that certain Operating Agreement Between the City of San Diego and Civic San Diego to Provide Successor Agency and Housing Successor Services which was approved by Ordinance O-21082, Civic is no longer a necessary party to the MOU and has confirmed in separate correspondence that it agrees to being removed as party to the MOU, and therefore Civic is not a party to this First Amendment.

H. On May 21, 2012, pursuant to Section 28.23 of the Original JUMA, the City Council authorized Amendment No. 1 to the Joint Use and Management Agreement ("JUMA First Amendment"), as set forth in Resolution No. R-307455.

I. The Original JUMA and the JUMA First Amendment shall be referred to hereinafter as the "JUMA."

J. The Parties desire to remove the prohibition on holding and sponsoring amateur and professional football games at the Ballpark Property contained in the MOU and in the JUMA, so that the Parties may hold these types of events pursuant to all other terms and conditions of the JUMA in the future.

K. The Parties desire and intend by the execution of this First Amendment to amend the MOU as set forth below pursuant to Section XXXVIII of the MOU. Except as expressly set forth herein and in any resolutions approving implementing agreements that the Parties entered into previously, the MOU 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 agree as follows:

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

2. **Section XXII.3.C.** Section XXII.3.C. shall be amended to delete the sentence, "No amateur or professional football games shall be played at the Ballpark," at the beginning of the third paragraph in this section.

3. **General Interpretation.** To the extent that any portion of the MOU could be read to generally prohibit the holding or sponsoring of events involving the playing of football at the Ballpark solely because the event involves football, such interpretation shall be deemed contrary to the intention of the Parties. The MOU shall be interpreted to allow football events to be held at the Ballpark provided such events are otherwise in compliance with the terms and conditions of the MOU and the JUMA.

4. **Removal of Civic as a Party.** The Parties acknowledge that Civic is no longer a necessary party to the MOU. The Parties agree that, as of the effective date of this First Amendment, Civic shall no longer be a party to the MOU.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE CITY OF SAN DIEGO, a municipal corporation

By: 

Name: Jay M Goldstone

Title: Chief operating officer

PADRES L.P., a Delaware limited partnership

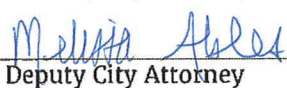
By: 

Name: Caroline Perry

Title: SVP, Business Admin & General Counsel

Approved as to form this 11th day of August, 2021

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

Melissa Ables
Print Name

R- 313669