

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is executed and effective as of this 9th day of September, 1999, by and among the City of San Diego ("City"), the Redevelopment Agency of the City of San Diego (the "Agency"), the Centre City Development Corporation ("CCDC" and together with City and Agency, "Public Entities"), the San Diego Padres ("Padres"), JMI Realty Inc. ("JMI"), Burnham Real Estate Services ("BRES" and together with Padres and JMI, "Developers"), and the National Trust for Historic Preservation ("Trust"), the Save Our Heritage Organisation ("SOHO"), Bruce Coons ("Coons"), David Swarens ("Swarens") and Maureen Steiner ("Steiner" and together with Coons and Swarens "Individuals"), (collectively, Individuals, together with SOHO and Trust, "Preservationists"), in connection with the consideration by the Public Entities of the Ballpark and Ancillary Development Projects Subsequent Environmental Impact Report ("SEIR") concerning the proposed ballpark and ancillary development project ("Project") pursuant to the California Environmental Quality Act, Pub. Res. Code §§21100-21178.1 ("CEQA").

RECITALS

WHEREAS, Preservationists have challenged, orally and in writing, the adequacy of the SEIR alleging that the SEIR does not comply with CEQA and have opposed the Project as proposed;

WHEREAS, Developers believe that the SEIR fully complies with CEQA;

WHEREAS, Preservationists are contemplating the filing of litigation to challenge the SEIR and Preservationists assert that they would have standing to do so (the "Potential Litigation") seeking to set aside the possible certification of the Final SEIR ("FSEIR") by the Public Entities and any other responsible parties under CEQA;

WHEREAS, Developers and the Public Entities desire to complete the design of the Project and to commence construction at the earliest possible opportunity in an effort to complete Project construction before the start of the 2002 Major League Baseball season;

WHEREAS, Preservationists assert that there is a potential warehouse historic district in the vicinity of the Project, and Developers and Public Entities dispute such assertion;

WHEREAS, certain issues or matters of concern to Preservationists can be resolved at this time through a commitment on the part of Developers and Public Entities to incorporate such commitment into the Project ("Project Commitment");

WHEREAS, the Project includes the demolition of the SDG&E Building and other buildings described in the SEIR and does not involve the SDG&E Transformer Pole, Fire Station No. 4, Simon-Levi Lofts, Julian Lofts or the Rein-Carnation Building;

WHEREAS, due to a variety of factors, including without limitation, timing, the status of Project design and planning, and site acquisition issues, certain issues or matters of concern to the Preservationists cannot be fully resolved at this time through a Project Commitment but can be addressed through efforts of the Parties undertaken in accordance with processes agreed upon in this Agreement (“Project Effort”);

WHEREAS, it is anticipated that Agency will consider certification of the FSEIR in the near future;

WHEREAS, the Parties have agreed that it is in their mutual interests to attempt to resolve the concerns of Preservationists through settlement, rather than through Potential Litigation;

WHEREAS, the purpose of this Agreement is to avoid litigation and to settle all legal disputes between Developers, Public Entities and Preservationists;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, the Parties agree as follows:

1. Offer to Compromise. This Agreement should be considered an offer to compromise pursuant to California Evidence Code Section 1152, made without admission of liability, to settle litigation.

2. Project Commitments of Developers and Public Entities. At such time as the building permit for the construction of the Project is issued and acted upon, excluding preliminary permits for utility relocation (the “Permit Action Date”), or such later or earlier time as indicated below, Developers or Public Entities shall carry out the following Project Commitments:

a. Within 45 days following the posting of a notice of determination under CEQA for the Project, Developers and the Public Entities, together with Preservationists, shall establish a Preservation Advisory Group (“PAG”) which shall provide input to Developers and the Project design team in implementing the provisions of this agreement. The PAG shall consist of up to three representatives of SOHO, one representative of the Trust, one representative of another historic preservation organization chosen by the Trust and SOHO, and one representative each of CCDC, the City, the City’s Historic Sites Board, the Padres, JMI and BRES. The PAG shall meet as required, but not less than quarterly, during the planning and design phase of the Project to provide input to the Project design team.

b. In connection with Western Metal Supply Building, Farmers Bazaar Building, Levi Wholesale Grocery Company (Kvaas Construction) Building, Schieffer & Sons (Bundy Lofts) Building and Wellman Peck Warehouse (TR Produce) Building (collectively, the "Retained Buildings") the Developers shall develop a comprehensive plan for the treatment of the Retained Buildings in conformance with the treatments for such buildings as set forth in Attachment A (the "Treatment Plan") which are generally based on the Secretary of the Interior's Standards for Rehabilitation. The PAG shall have the right, in its reasonable discretion, to approve any material changes to the Treatment Plan as set forth in Attachment A which impact the historic significance of the Retained Buildings and which are not a logical evolution of the proposed treatments in the Treatment Plan. New treatments not described in the Treatment Plan shall be consistent with the Secretary of the Interior's Standards for Rehabilitation.

c. The Public Entities shall, with the cooperation of the property owner, ensure that Rosario Hall is relocated to an appropriate site. In the event that alternate sites may be available, the Public Entities shall consult the PAG regarding the selection of the Rosario Hall relocation site.

d. In consultation with the PAG, Developers shall establish a program of interpretation to create public awareness and understanding of the historic resources in the vicinity of the Ballpark. In particular, the Padres shall create two permanent interpretative displays within the Ballpark Project on (i) the history of surrounding area and (ii) the history of baseball in San Diego.

e. Within six months of commencement of construction of the Project, a potential warehouse historic district shall be evaluated in accordance with the criteria for the National Register of Historic Places (the "National Register"), the California Register of Historical Resources (the "California Register") and local criteria by an expert architectural historian or preservation consultant meeting the Secretary of the Interior's Professional Qualifications Standards (the "Evaluation Consultant"). The Evaluation Consultant shall be selected by the PAG from a list of not less than three and not more than five qualified consultants provided by the Trust and SOHO. The Evaluation Consultant, in consultation with the PAG shall determine the study area. The cultural resources inventory for the potential warehouse historic district shall be prepared in accordance with the procedures established by the California Office of Historic Preservation for cultural resources surveys. If Trust and SOHO determine, based on the recommendation of the Evaluation Consultant, that a potential warehouse historic district exists and may qualify for inclusion in the National Register, the California Register, or as a local historic district, the Evaluation Consultant shall prepare nominations of the potential warehouse historic district for listing in the National Register, the California Register and/or as a local historic district. The PAG shall be provided the opportunity to review and comment on drafts of such nominations prior to finalization and submission to the State Office of Historic Preservation. The Public Entities shall pay the Evaluation Consultants' fees for surveying and nominations, if any, up to \$25,000. With regard to any property owned by Developers

within this Project site, Developers shall not object to any listings in the National Register, California Register and/or as part of a local historic district. The nominations, if any, may be submitted by the Trust and SOHO no earlier than one year following commencement of construction of the Project. For purposes of this Agreement, commencement of construction shall not be deemed to have occurred until bonds have been issued and construction of the Ballpark structure itself has commenced, exclusive of demolition, grading, site preparation, utility relocation and land acquisition.

f. Developers shall relocate the Showley Brothers Candy Factory Building as part of the Park Mixed Use project as provided in this subparagraph 2.f. Public Entities and Developers shall provide up to Three Million Dollars (\$3,000,000.00) for the costs of relocation and core and shell adaptive reuse of the Showley Brothers Candy Factory Building, including without limitation, relocation, new foundation, seismic retrofit, interior demolition, hazardous materials remediation, exterior and storefront rehabilitation, elevator, plumbing and sprinklers, HVAC and roofing and reasonable contingencies for such costs ("Relocation/Core and Shell Costs"). Soft costs for Relocation/Core and Shell Costs, tenant improvements and land acquisition ("Excluded Costs") are excluded from Relocation/Core and Shell Costs. Funding for such Three Million Dollar (\$3,000,000) amount of Relocation/Core and Shell Costs is as follows: (1) the City shall provide to Developers Two Hundred Ten Thousand Dollars (\$210,000.00), which is the estimated cost of demolition of the Showley Brothers Candy Factory; (2) CCDC shall provide to Developers an historic preservation grant in the amount of Two Hundred Thousand Dollars (\$200,000); and (3) the balance up to Three Million Dollars (\$3,000,000.00) shall be provided by Developers. Potential sites for the relocation of the Showley Brothers Candy Factory Building are the northeast corner of 7th Avenue and K Streets and a site at or near the corner of 10th Avenue and K Street ("Relocation Sites"). Developers currently estimate that the Relocation/Core and Shell costs for relocation of the Showley Brothers Candy Factory Building to the 7th Avenue and K Street Relocation Site would be less than Three Million Dollars (\$3,000,000.00). Developers shall regularly consult with the PAG regarding selection of the Relocation Site, preparation of cost estimates, including the underlying data and assumptions, and development of plans and specifications for the relocation and adaptive reuse of the Showley Brothers Candy Factory Building. Upon completion of Schematic Design and Construction Documents and at other times as required, Developers shall submit cost estimates of the Relocation/Core and Shell Costs. The PAG shall have the right to review and comment on the design and cost data used to determine the amount of Relocation/Core and Shell Costs. In the event that the cost estimate of the Relocation/Core and Shell Costs exceeds Three Million Dollars (\$3,000,000.00) for relocation to the 7th Avenue and K Street Relocation Site or if extraordinary events or unforeseen conditions impede the relocation of the Showley Brothers Candy Factory Building, Developer and Public Entities shall consult with the PAG for up to thirty days to seek additional funding sources that may be available to defray such excess cost or to resolve such extraordinary events or unforeseen conditions. In the event additional required funding in excess of Three Million Dollars (\$3,000,000.00) can be obtained, then Developers and Public Entities shall provide up to Three Million Dollars (\$3,000,000.00) as set forth above. Developer and Public Entities shall have no

obligation to pay any Relocation/Core and Shell Costs in excess of Three Million Dollars (\$3,000,000.00). The Showley Brothers Candy Factory Building shall be relocated to one of the Relocation Sites chosen by Developers, in consultation with the PAG, and reused as part of the Park Mixed Use Project. Preservationists acknowledge and agree that Developers shall have the right to substantially alter, modify or demolish the interior of the Showley Brothers Candy Factory Building, including without limitation, removal of floors, interior walls and finishes as may be necessary or useful, as Developers may determine in their reasonable discretion, for adaptive use of the Showley Brothers Candy Factory Building. However, any new floors shall not be located within the original window openings on any floor to eliminate any visual impact from the exterior. Any exterior treatment shall conform to the Secretary of the Interior's Standards for Rehabilitation and shall generally conform to the provisions set forth in Attachment A.

3. Project Efforts of Developers and Public Entities. Within forty-five (45) days following the posting of a notice of determination under CEQA for the Project ("Project Efforts Date") or such later or earlier time as indicated below:

a. Developers or Public Entities shall undertake reconstruction and incorporation analyses to ascertain the technical, structural, and architectural feasibility of a partial reconstruction of Station A. In the event that the Showley Brothers Candy Factory is not relocated to the 7th Avenue and K Street, Station A shall be reconstructed at 7th Avenue and K Street by Developers. In the event that the Showley Brothers Candy Factory is relocated to 7th Avenue and K Street, Developers shall have no obligation to reconstruct Station A and the Public Entities shall investigate other potential reconstruction sites within the area bounded by Sixth Avenue on the west, K Street on the south, Twelfth Avenue on the east and the blocks fronting on Island Avenue ("Station A Reconstruction Area"), including, but not limited to, sites of parking structures to be developed by Public Entities on the block bounded by 6th and 7th Avenues and K and L Streets or the block bounded by 10th and 11th Avenues and J and Island Streets ("Parking Structure Sites"). Public Entities shall assess the suitability of reconstruction of two facades with a roof and without a roof top addition or structure built over Station A at either of the Parking Structure Sites or as part of other buildings in the Station A Reconstruction Area. Prior to any final determination on reconstruction and incorporation of Station A, Public Entities and Developers shall seek the input of the PAG. Without limiting the generality of the foregoing, if the partial reconstruction of Station A does not substantially affect the usability of the selected Parking Structure Site, in the reasonable discretion of the Public Entities, the two facades of Station A shall be partially reconstructed and incorporated into the selected Parking Structure Site. If Station A is not reconstructed at one of the Parking Structure Sites, but reconstructed elsewhere, the reconstruction shall be in conformance with the Reconstruction Standards of the Secretary of the Interior's Standards for Treatment of Historic Properties. In the event that it is not feasible to reconstruct Station A at any of the reconstruction sites, Developers or Public Entities shall not be obligated to reconstruct Station A pursuant to this Agreement.

b. Developer and Preservationists shall submit design criteria in substantially the form as set forth in Attachment B (the "Design Criteria") to the Public Entities and the public for review and comment. Developer and Preservationists shall use best efforts to have the Design Criteria adopted and implemented by the Public Entities. In any event, Developers shall adhere to such Design Criteria in the design of any building constructed or altered by Developers as part of the Project.

4. Obligations of Preservationists. Upon execution of this Agreement or at such later or earlier time as indicated below, Preservationists shall undertake the following actions:

a. Prepare a joint press release or statement with Developers, and if requested by Developers appear at a joint press conference, announcing the relevant matters agreed to among the Parties in this Agreement. Developers propose that the joint press release or statement shall be substantially as set forth in Attachment C. Preservationists, Public Entities and Developers shall jointly agree on the final press release or statement.

b. If requested by Developers, Preservationists and Developers shall jointly announce that, under this Agreement and the Project Commitments and Project Efforts, the Preservationists' concerns about the original Ballpark proposal have been addressed and substantially resolved.

c. As requested by Developers, one or more representatives of Preservationists shall appear and testify in support of the Project at those public hearings set forth in Attachment D marked with an asterisk and shall appear and testify at as many other hearings set forth in Attachment D as possible. The President or a Vice President of the Trust shall appear and testify in support of the Project at the City Council Hearing set forth as Hearing No. 10 in Attachment D. The Trust shall also prepare a letter of support for the Project consistent with this Paragraph 4 and the statement of its position substantially as set forth in Attachment E. SOHO or others may present such letter at any public hearing.

d. Cooperate with Developers and Public Entities in an outreach effort to other interested parties and organizations to promote an understanding and awareness of the preservation benefits of the Project Commitments and Project Efforts.

e. In their public statements, written communications, and in responding to public and media inquiries, Preservationists shall support the preservation program as set forth in this Agreement and support the Ballpark project as the best achievable alternative in the Centre City area.

f. The President of the Trust shall record a 60-second radio spot known as a "Ballpark Minute" for use by Developers in informing the public of the preservation efforts of Developers. The Trust shall prepare the narrative for such Ballpark Minute consistent with the provisions of this Agreement. Developers shall have the right to

determine whether, when and how often to broadcast such Ballpark Minute. All production and broadcast costs shall be borne by Developers.

g. The Trust shall publish a President's column consistent with the provisions of this Agreement in Preservation Magazine

5. Releases.

a. For purposes of this Agreement, the term "Project Approvals" shall mean all necessary discretionary or ministerial past, present and future public agency actions pertaining to the Project, and all collateral or related past, present and future approvals and Agreements entered into or issued by any public agency or private organizations or entities, including without limiting the foregoing, (1) the SEIR, mitigation monitoring plans, referendums, initiatives, leases, building and other permits, any funding or financing, for the Project, or any portion of the Project, (2) permits, actions, approvals and determinations the terms of which may not be fully known at this time, including, without limitation, general or specific plan amendments, zone changes, EIRs, EIR addenda, EIR supplements, negative declarations, mitigated negative declarations, and related subordinate approvals, or any other past, present or future permit, approval, action or determination of a public agency in furtherance of the Project, or any portion of the Project, and (3) any amendments, supplements, rescissions, terminations, extensions, public agency legislative approvals, public agency resolutions, public agency administrative approvals, or judicial approvals pertaining to any of the foregoing.

b. This Agreement settles and concludes all claims and causes of action that could be stated in the Potential Litigation and Preservationists hereby waive any and all causes of action that could arise out of commencement of the Potential Litigation or arising out of the Project or the Project Approvals. Furthermore, Preservationists hereby release and forever discharge the Developers, their present and former partners, stockholders, parent and subsidiary corporations, funders, affiliates, agents, representatives, predecessors- and successors-in-interest, assigns, transferees, associates, employees, insurers, attorneys, officers, directors, officials, underwriters, sureties, guarantors, lenders and contractors, and each of them ("Developer Releasees"); and the Public Entities and their political subdivisions, boards, councils, agents, representatives, employees, attorneys, officers, officeholders, officials, underwriters, sureties, guarantors, lenders and contractors, and each of them ("Public Releasees" and together with Developer Releasees, "Releasees") from any and all suits, claims, or causes of action, in law or in equity, for indemnity, contribution or otherwise; from debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which they, or any of them, have against the Releasees, or any of them, arising from, based upon or relating to the Project or any portion of the Project, the Project Approvals, or the impacts disclosed in the SEIR, including but not limited to, any facts which could have been alleged in the Potential Litigation.

c. Developers and Public Entities do hereby release and forever discharge Preservationists, and their attorneys, representatives and agents, and each of

them, of and from any and all claims against Preservationists, or any of them, which could arise from, based upon or relating to the commencement and prosecution of the Potential Litigation or any of Preservationists' other activities prior to the effective date of this Agreement in connection with the Project.

d. The claims released herein are hereby defined as "Released Claims."

e. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR LEGAL COUNSEL AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE PARTIES, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

f. The parties represent and warrant that there has been and there will be no assignment or other transfer of any interest in any Released Claims. The parties agree to indemnify and hold their respective releasees, and each of them, harmless from any liability, Released Claims, demands, costs, expenses and reasonable attorneys' fees incurred by any of them as a result of any person asserting any rights to Released Claims under any such assignment or transfer.

6. Covenant Not to Sue. Preservationists covenant not to sue, or to challenge or contest, administratively, judicially or publicly, the Project, or the Project Approvals or otherwise to take any action which would impede the construction or operation of the Project. In addition, Preservationists covenant not to assist or provide cooperation, direct or indirect, by themselves or through agents or their attorneys, by encouragement, information, or financial support, or any other support, to persons who sue, challenge, or contest the Project or the Project Approvals, or otherwise take any action which would impede the construction or operation of the Project; provided, however, that Preservationists do not hereby relinquish the right to seek judicial enforcement of this Agreement or any of the conditions of the Project Approvals. Notwithstanding the foregoing, in the event any aspect of the Project may involve a federal undertaking within the meaning of Section 106 of the National Historic Preservation Act of 1966, as amended and the regulations codified at 36 Code of Federal Regulations Part 800 or may involve an approval that is subject to Section 4(f) of the Department of Transportation Act,

Preservationists may participate as a consulting party in a manner that is otherwise consistent with this Agreement.

7. Further Litigation; Referendum.

a. In the event that any action or claim is commenced, whether by filing an action or claim or by way of defense, by any person or entity, challenging the Project or Project Approvals or otherwise seeking to enjoin or invalidate the construction or financing of the Project, the obligations of Developers and the Public Entities as provided in Sections 2 and 3 of this Agreement shall be suspended, at the option of Developers or Public Entities, pending resolution of the litigation in favor of Developers and Public Entities. All other terms of this Agreement shall remain in full force and effect. If the litigation ultimately results in an adverse decision for Developers or Public Entities, this Agreement, at the option of Developers and Public Entities, shall terminate and be of no further force or effect, without further financial or other obligation on the part of any party to this Agreement, to any other party to this Agreement.

b. If a referendum or initiative petition is successfully certified, which places on a future ballot any question which challenges the Project or Project Approvals or otherwise seeks to invalidate the construction or financing of the Project, the obligations of the Developers and Public Entities as provided in sections 2 and 3 of this Agreement shall be suspended, at the option of the Developers and Public Entities and to the extent required by law, pending the vote on the question. If the vote on the question favors the continuation of the Project, all terms of this Agreement shall be in full force and effect from the date of certification of the election results. If the vote on the question invalidates the construction or financing of the Project, this Agreement, at the option of the Developers and Public Entities, shall terminate and be of no further force or effect, without further financial or other obligation on the party of any party to this Agreement, to any other party to this Agreement.

8. No Other Challenges. Preservationists represent and warrant that they have not filed any complaint, charge, lawsuit, or claim against any of the members of Developers or Public Entities, in matters pertaining to the Project.

9. Enforcement.

a. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

b. This Agreement may be pleaded as a defense to, and may be used as the basis for an injunction against (1) prosecution of any Released Claim (2) any action challenging Project Approvals in violation of the covenant not to sue or (3) any action to enforce this Agreement. The parties hereto agree that money damages would be an inadequate remedy for any breach (or threatened breach) of this Agreement, and agree that this Agreement may be enforced by a preliminary or permanent, mandatory, or prohibitory

injunction, by a decree of specific performance, or other such order or decree of a court of competent jurisdiction. The agreed remedies set forth herein shall not be construed to limit or derogate from any legal or equitable remedy authorized by applicable law.

c. Trust and SOHO agree that if they or any of their board members, officers, directors or employees, acting on behalf of the applicable organization or any other party, hereafter commence, join in, or in any manner seek relief or assert against any of their respective Releasees any of the Released Claims or challenge the Project or any Project Approval, then the applicable organization shall pay, in addition to any other damages (not including consequential damages) caused thereby, all reasonable attorneys' fees and costs incurred in defending or otherwise responding to said suit or challenge, administrative or judicial.

d. Each Individual agrees that if he or she hereafter commences, joins in, or in any manner seeks relief or asserts against any of his or her respective Releasees any of the Released Claims or challenges the Project or any Project Approval, then the applicable Individuals shall pay, in addition to any other damages (not including consequential damages) caused thereby, all reasonable attorneys' fees and costs incurred in defending or otherwise responding to said suit or challenge, administrative or judicial.

e. In the event any of the Parties bring an action successfully asserting a breach of this Agreement by any of other parties, then, in addition to any other damages (not including consequential damages) caused by such breach, such prevailing party shall be entitled to recover reasonable attorneys fees and costs incurred in prosecuting such action.

10. Notices required by this Agreement to be given in writing shall be delivered by messenger or U.S. Mail, postage prepaid, as follows:

(a) If to Developers:

Padres:

Alan Ostfield
General Counsel
San Diego Padres
8880 Rio San Diego Drive, Suite 400
San Diego, CA 92108-1171

JMI:

John C. Kratzer
President
JMI Realty, Inc.
12680 High Bluff Drive South, Suite 200
San Diego, CA 92130

BRES:

Greg Shannon
Development Director
Burnham Real Estate Services
610 West Ash Street, Suite 2900
San Diego, CA 92101

with copies to:

Bruce Shepherd, Esq.
Allen Haynie, Esq.
Latham & Watkins
701 B. Street, Suite 2100
San Diego, CA 92101

William F. Delvac, Esq.
Latham & Watkins
633 W. Fifth Street, Suite 4000
Los Angeles, CA 90071

(b) If to Public Entities:

City:

City Manager
City of San Diego
202 C Street
San Diego, CA 92101

with a copy to:

Theresa C. McAteer
Deputy City Attorney
1200 Third Avenue, Suite 1100
San Diego, CA 92101

Agency:

Michael Uberuaga
Executive Director
202 C Street
San Diego, CA 92101

CCDC:

Peter Hall, President
Centre City Development Corporation
225 Broadway, Suite 1100
San Diego, CA 92101

with a copy to:

Douglas K. Humphreys, Esq.
Office of the City Attorney
1200 Third Avenue, Suite 1100
San Diego, CA 92101

(c) If to Trust, Courtney Damkroger:

Courtney Damkroger
Acting Director
Western Regional Office
National Trust for Historic Preservation
One Sutter Street, Suite 707
San Francisco, California 94104

with copies to:

Paul W. Edmondson, Esq.
Elizabeth S. Merritt, Esq.
National Trust for Historic Preservation
1785 Massachusetts Avenue, N.W.
Washington, D.C. 20036

(d) If to SOHO, Bruce Coons, David Swarens and
Maureen Steiner:

Save Our Heritage Organisation
P.O. Box 3429
San Diego, California 92163

11. Documents to be Filed or Executed. The parties agree to cooperate to execute any documents reasonably required to effectuate the intent of this agreement and, if a party does not so cooperate, any party to this agreement may obtain judicial intervention to obtain judicial signature in lieu of party signature, upon noticed motion supported by affidavit.

12. Legal Fees and Costs. Except as provided herein, each party shall bear their own legal fees and costs resulting from the preparation, negotiation and execution of this Agreement and the Potential Litigation.

13. Waiver. The waiver of any provision or term of this Agreement shall not be deemed as a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Agreement.

14. Time of the Essence. Time is of the essence in this Agreement.

15. Successors and Assigns. This Agreement shall bind, and inure to the benefit of, the parties and their respective successors, assigns and legal representatives.

16. Construction. Each of the parties has been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, and jurisdiction and venue for any disputes arising hereunder shall be in any court empowered to enforce this Agreement in the State of California, County of San Diego.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral.

19. Authority of Signatories. The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective parties.

20. Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by all of the Parties.

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

IN WITNESS WHEREOF, the Parties here caused this Agreement to be duly executed by their respective authorized officers.

(signature pages follow)

Dated: September 15, 1999

THE CITY OF SAN DIEGO, a municipal corporation

By: *Bruce A. Herring*
Its: *Bruce A. Herring*
Deputy City Manager

Dated: September 16, 1999

THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO

By: *Michael T. Uberuaga*
Name: Michael T. Uberuaga
Its: Executive Director

Dated: September 17, 1999

THE CENTRE CITY DEVELOPMENT CORPORATION

By: *Peter J. Hall*
Name: Peter J. Hall
Its: President

Dated: September 10, 1999

SAN DIEGO PADRES

By: *Larry Focchini*
Name: Larry Focchini
Its: Pres / CEO

Dated: September 10, 1999

JMI REALTY INC

By: *John C. Mahan*
Name: John C. Mahan
Its: Pres / CEO

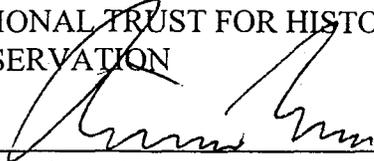
Dated: September 10, 1999

BURNHAM REAL ESTATE SERVICES

By: *Dennis Argen*
Name: Dennis Argen
Its: Pres / CEO

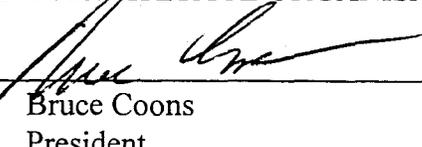
Dated: September 9, 1999

NATIONAL TRUST FOR HISTORIC
PRESERVATION

By: 
Richard Moe
President

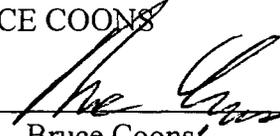
Dated: September 12, 1999

SAVE OUR HERITAGE ORGANISATION

By: 
Bruce Coons
President

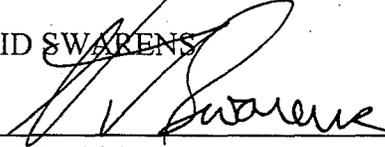
Dated: September 12, 1999

BRUCE COONS

By: 
Bruce Coons

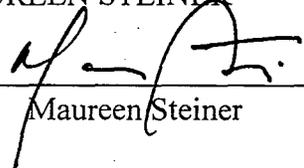
Dated: September 10, 1999

DAVID SWARENS

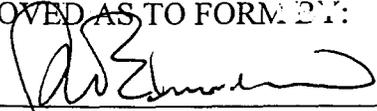
By: 
David Swarens

Dated: September 10, 1999

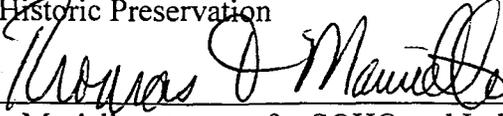
MAUREEN STEINER

By: 
Maureen Steiner

APPROVED AS TO FORM BY:

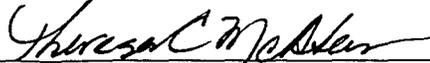


Paul W. Edmondson, Vice President and
General Counsel for the National Trust
for Historic Preservation



Tom Muriello, attorney for SOHO and Individuals

CASEY GWINN, City Attorney



By: Theresa C. McAteer, Deputy City Attorney



William F. Delvac, attorney for Developers

ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS

All treatments not specifically addressed in this Treatment Plan will be consistent with the Secretary of the Interior's Standards for Rehabilitation.

1. Western Metal Supply Company

- A. The original floor structure at each level shall be preserved. The Concourse Level of the Ballpark shall be stepped and ramped down to meet the existing Western Metal floor height with necessary adjustments to accommodate a new topping slab on top of the existing floor.
- B. Portions of the historic first floor offices shall be adaptively reused as part of the new Padres Team Store and ticket windows.
- C. New window and door openings on the east elevation (facing the playing field) shall complement the historic windows and doors. The existing east windows shall be rehabilitated and modified to allow for access to the new balcony and bleachers.
- D. New balconies, bleachers and guardrails shall be of contemporary design consistent with the detailing of the rest of the Ballpark.
- E. The unreinforced masonry (URM) building shall be structurally retrofitted using "site specific" seismic analysis and the California Historic Building Code. The proposed retrofit would require a full-height moment resisting frame at the east wall, partial shear walls at the north and south walls and reinforced concrete topping slabs on levels 2 through 4 and a portion of level 1. The only structure that would be added to the west wall is a row of 8" steel tube columns between the windows at the fourth floor.
- F. The proposed structural solutions are subject to the approval by the City of San Diego Building Department.
- G. No concrete shear walls shall be exposed to public view and the interior brick walls shall remain exposed. The moment resisting frames shall have a board-formed concrete look to resemble 1909 construction techniques. The "patina" of the brick walls shall be preserved, including old signage.
- H. Several openings shall be made in the north and south exterior walls. Most of these penetrations are at the second level and are for public circulation.

ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS

- I. The existing heavy timber posts, beams & planks and other character-defining structural features shall be preserved in place and re-used. Additional structural members may be required to accommodate required loads.
- J. The existing sloped roof structure shall be replaced with a flat roof able to support the new public rooftop uses. The existing 8x8 wood posts will be used, where possible, to support the new steel and concrete roof structure. The ceiling is to be reconstructed to match the original in look and material, however, there may be changes in slope or geometry to the extent required to accommodate new construction.
- K. Corrugated metal cladding shall be incorporated on new rooftop penthouse walls to match the character of the historic penthouses.
- L. The west facade shall be restored to the 1909 historic period, including the wood windows, prismatic glass, main entry recess and the wood-cut sign above the entry. The painted signage reading "WESTERN METAL SUPPLY CO." on the upper north, east and south facades shall also be preserved.
- M. The northwest windows on the first floor shall be modified to incorporate ticketing functions. The modifications shall be reversible.
- N. The two steps up to the west main entry shall be retained with new disabled access provided elsewhere.
- O. The existing parapet heights and stepping shall be maintained and both brick chimneys shall be restored.
- P. The rooftop guardrail on the west side shall be set back from the Seventh Avenue facade to minimize the impact to the appearance of the west facades from the street. The west guardrail shall also be painted black to match the historic metalwork.
- Q. The original 1909 west fire escape is a character-defining feature and shall be retained. The roof access ladder and the east fire escape may be removed.
- R. Historic, character-defining features shall be incorporated into the new public spaces. The original freight elevator and wood enclosure shall be maintained in the top floor of the restaurant space, possibly as a dining booth. The elevator shaft openings shall be sealed-up to comply with fire codes. The spiral materials slide shall be reinstalled near the restaurant's space and might also appear in the Padres

**ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS**

Team Store in public view. The slide need not be continuous from floor to floor. The first floor vault and vault door at the southwest corner shall be protected in-place but may require minimal alteration to accommodate the building exiting system. The pneumatic message tubes, ornamental radiators, vintage boilers, safes, antique cash register, signs and other objects and warehouse "curiosities" shall be left in-place wherever possible, or displayed in public areas.

- S. Maple strip flooring shall be installed over the reinforced concrete topping slabs in the restaurant areas. The 4x10 Douglas Fir subfloor ceiling planking shall remain exposed to view from each floor below. The maple floor at the west three bays of the first level shall be protected in-place. Maple need not be used as flooring in the kitchen, restroom or utility areas. Scored natural concrete shall be used on levels 2 and 3 to simulate 1909 period flatwork.
- T. The historic steel loading and fire doors on the south and east walls shall be rehabilitated. One door shall be relocated. The doors need not be operable and may be exposed only to the interior in public areas.

2. Farmer's Bazaar

- A. The building shall be demolished except for the west facade which shall be retained and incorporated into the Ballpark development.
- B. The intent is to maintain the four existing storefront openings in the original red brick wall. The two south openings shall be in-filled with recessed brick while the two north openings may have iron gates.
- C. Developers shall evaluate whether any portions of the north façade reasonably can be incorporated into the Ballpark Project. Substantially all of the north wall will be removed for ticketing, circulation into and out of the seating areas, and construction of the left field grandstand and related uses.
- D. The unreinforced masonry (URM) wall shall be seismically retrofitted.
- E. Level 3 Historic American Building Survey (HABS) documentation shall be performed.

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TREATMENT PLAN FOR RETAINED BUILDINGS

3. Levi Wholesale Grocery Company (Kvaas Construction)

- A. The east facade, recessed entry, stenciled beams, and the window on the north and portions of the south and north returns which match the historic east facade shall be protected in-place.
- B. The historic east facade shall be preserved without altering the windows or adding doors.
- C. The three steel bowstring trusses shall be salvaged and reinstalled to accommodate rooftop uses, approximately two feet lower than their current location (from 13' to 11' above the floor).
- D. The wood-framed, vaulted ceiling structure shall be reconstructed to match its historic appearance, including beams, joists and sheathing. The ceiling structure also shall be lowered to match the new truss heights.
- E. The five historic clerestory windows shall be reconstructed in their current configuration but only as they appeared from within the building. They shall not extend above the historic ceiling or penetrate the floor level of the new construction above. The reconstructed clerestories shall be backlit to simulate daylight and shall incorporate frosted wire glazing to match existing.
- F. The north, west and south walls shall be removed to accommodate circulation with the adjoining new space and allow needed flexibility in the retail leasing of the combined space. Any portions of the north, south and west walls which are reconstructed shall use salvaged elements and materials, if any are reasonably useable and available to reflect the historic appearance.
- G. Developers shall evaluate whether new tenant improvement partitions within the main vaulted space (if required) can follow the historic structural grid and be open or transparent above the bottom chord of the trusses to try and maintain the open volume of the space.
- H. The unreinforced masonry (URM) walls shall be seismically retrofitted.
- I. The flat portion of the east rooftop shall be used for public circulation and the required guardrail shall be set back from the east face of the Levi Whole Grocery

ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS

Company (Kvaas Construction) Building to reduce its visibility from the adjoining street grade.

- J. A portion of a new retail/office building may span over the top of the western portion of the Levi Wholesale Grocery Company (Kvaas Construction) footprint. The setback of the new building from the east facade shall be approximately 25 feet. Structural supports for any new building constructed over the Levi Wholesale Grocery Company (Kvaas Construction) shall be coordinated with the reinstalled trusses and their supports to minimize disruption.
- K. Underground parking may be constructed below the Levi Wholesale Grocery Company (Kvaas Construction) footprint.
- L. Level 3 HABS documentation shall be performed.

ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS

4. Schieffer & Sons Warehouse (Bundy Lofts) Building

- A. The building shall be retained and adaptively used.
- B. The primary north and west facades shall be restored and the interior may be adapted for ground and second floor retail uses and upper level offices.
- C. The raised first floor shall be lowered to the adjoining sidewalk level and the steps at the north side shall be removed. The second and third floor heights may be altered provided that there is no visual impact from the exterior and shall not bisect or interrupt the existing window elevations as seen from the exterior.
- D. The third floor may be either removed in its entirety or modified to create a 25-foot wide mezzanine along the west and north sides. This would create a double-height volume for the second floor retail spaces.
- E. The exposed brick interior walls and timber frame shall be maintained where possible.
- F. The street level storefronts shall be restored to their original appearance.
- G. The non-historic entry stair recess shall be removed and replaced with a storefront to match the historic.
- H. The south and east exterior walls shall be preserved, but these walls may be modified with several openings to accommodate circulation and new commercial uses.
- I. The unreinforced masonry (URM) building shall be seismically retrofitted.
- J. There will be setbacks of adjoining new construction at the exterior northeast and southwest corners of the Schieffer & Sons Warehouse (Bundy Lofts) Building a minimum depth and width of 2 feet.
- K. In the event of construction of a proposed third level open-air courtyard in the new construction immediately south of the Schieffer & Sons Warehouse (Bundy Lofts) Building, the width of the courtyard shall create a minimum setback of 20 feet. The minimum setback at the roof on the east side shall be 2 feet.
- L. Existing painted signage on the upper exterior facades shall be retained.

ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS

5. Wellman Peck Warehouse (T.R. Produce)

- A. The exterior and interior shell shall be rehabilitated and adaptively reused.
- B. The entire interior shell space shall be restored to the original exposed steel and brick structure. The west office mezzanine spaces and the office/storage mezzanine at the east interior shall be removed.
- C. The exterior brick walls shall be cleaned in accordance with the Secretary of the Interior's Standards. Miscellaneous tuck pointing shall also be completed and the exterior stucco base veneer coat shall be repaired, patched and replaced in-kind where necessary.
- D. Miscellaneous structural improvements shall be made to stabilize the existing building including required parapet bracing. Minimal seismic improvements shall be made as required by code.
- E. The existing industrial sash windows shall be cleaned, re-glazed as necessary and repainted to restore the windows to their original appearance.
- F. The existing roll-up garage doors shall be removed and the openings in-filled with new window walls to complement the industrial sashes.
- G. The roof structure, interior and exterior, shall be cleaned and restored to its original configuration. The Wellman Peck Warehouse (TR Produce) Building shall not be sandblasted. A new roof membrane (including insulating foam) shall be applied over the existing roof. The monitor/clerestory roof and windows shall remain and shall be restored.
- H. Part of the existing slab on grade may be removed and a new floor may be installed at a lower level to match sidewalk grades at the west end of the Wellman Peck Warehouse (TR Produce) Building to provide disabled accessibility for multiple tenants. Another alternative would be to add new exterior landings and handrails. The design shall be compatible with the brick and steel of the original building. Infill or removal of the loading dock may be done for these schemes.
- I. New industrial sash window openings shall be added to the south and east exterior walls within the existing brick walls. The new windows shall complement the industrial sashes and shall not significantly alter the pattern of the facades.

ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS

- J. If desired by Developers, a rooftop addition may be added to the Wellman Peck Warehouse (TR Produce) Building as follows:
1. New exposed steel structure (non-fireproofed) shall be added and aligned with the existing structural grid extending through the existing Wellman Peck Warehouse (TR Produce) Building to support two new levels of a steel and glass warehouse addition to house future uses. The addition's roof is contemplated to be a series of gables; however, a final decision will be made after further study. The design shall attempt to reduce the size and bulk of the roof top addition.
 2. The materials of the addition shall be steel frame, corrugated metal cladding and steel windows which reflect the industrial character of the existing Wellman Peck Warehouse (TR Produce) Building.
 3. The rooftop addition shall be set back 10 feet from the south, west and east Wellman Peck Warehouse (TR Produce) Building faces and shall not alter the existing south, west, and east exterior walls. There need be no setbacks on the north side.
 4. The addition of new stairways, an elevator and other services from grade through the existing Wellman Peck Warehouse (TR Produce) Building to access the new upper levels.
- K. One level of underground parking may be added with a garage entry from Eighth Avenue.

6. Showley Brothers Candy Factory

- A. The Showley Brothers Candy Factory Building shall be moved as provided in Paragraph 2.f. to either one block (approximately 280 feet) west to the northeast corner of 7th Avenue and K Street or approximately two blocks to the east to a site at or near the corner of 10th Avenue and K Street. The Showley Brothers Candy Factory Building will maintain its historic relationship to the street.
- B. The exterior walls, steel windows, pilaster caps, parapets and other historic features will be restored.
- C. Missing ornamentation documented in historic photographs (if any) will be replicated and reinstalled.

ATTACHMENT A
TREATMENT PLAN FOR RETAINED BUILDINGS

- D.** The exterior walls will be cleaned to remove the non-historic white paint, returning the Showley Brothers Candy Factory Building back to its red brick appearance. Sandblasting shall not be used.
- E.** The street level storefronts will be restored to their original appearance.
- F.** A portion of a new retail/office building will span over a portion of the top of the Showley Brothers Candy Factory footprint. The setback of the new building from the street will be no less than 50 feet and from the K Street pedestrian promenade the setback will be no less than 10 feet.
- G.** The exposed wood roof structure and wood bowstring trusses on the portion of the Showley Brothers Candy Factory Building where there is no new construction above will be preserved. The portion of the roof that conflicts with the new building will be removed.
- H.** The skylights and clerestory windows on the portion of the Showley Brothers Candy Factory Building where there is no new construction will be preserved.
- I.** The exposed brick interior walls will be preserved where possible. Several openings will be made in the unadorned walls to accommodate commercial uses and circulation where the Showley Brothers Candy Factory Building abuts a new building.
- J.** The unreinforced masonry (URM) walls will be seismically retrofitted.
- K.** Underground parking may be constructed below.
- L.** The first floor elevation will generally relate to the adjoining sidewalk elevations, accommodating retail uses that must connect at those adjacent grades.
- M.** The existing second and third floor elevations may need to be modified to align with the floor elevations of the adjacent new construction, but in no event will the adjusted floor alignment bisect or interrupt the existing window elevations.
- N.** The third floor may be either removed in its entirety or modified to create a mezzanine above the second floor.

ATTACHMENT B SUMMARY OF DESIGN CRITERIA

Developer shall adhere to the following Design Criteria in all Developer's development within this District, except for the Ballpark and the Park at the Park. These Design Criteria are intended to be used as a basis for design review; each individual development may not meet each specific criterion.

SPORTS/ENTERTAINMENT DISTRICT DESIGN CRITERIA

1. Intent

The goal of these Design Criteria is to create a memorable district that instills a strong sensory response from visitors—a district that is safe and comfortable throughout the year, and retains an association with historic activities of the J Street Corridor and the Transition Zone and their role in San Diego's growth and development, nurturing positive social interaction and neighborliness on non-game days as well as days with planned events. These Design Criteria are intended to revitalize the East Village and promote new development that is compatible with the Ballpark and the existing buildings of the J Street Corridor and the Transition Zone. As to developments undertaken by the Public Entities or others, these Design Criteria shall be advisory, not regulatory. ✓

2. Developers' Application and Exceptions

The Ballpark itself and two hotel projects located at 6th Avenue, J. Street and 7th Avenue and at 6th Avenue, L Street, 7th Avenue and the linear park are exempted from these Design Criteria. In all cases where a conflict occurs between these Design Criteria and the Treatment Plans as set forth in Attachment A, the Treatment Plan shall prevail.

3. Character

The following strategies form the basis of the design of buildings, streetscapes, plazas and open spaces within the district:

- *Scale and Feeling of Public Space:* Maintain and reinforce the existing pedestrian scale appropriate to small numbers of people as well as larger crowds.
- *Language and Vocabulary of the District:* Employ elements to reinforce the spatial structure of the district, to convey the symbolism of the ballpark district, and to provide information and directions.
- *Territoriality of Public Space:* All spaces should have a sense of ownership.

ATTACHMENT B SUMMARY OF DESIGN CRITERIA

- *Composition and Juxtaposition of Elements:* Buildings, streetscape improvements and landscaping should be designed to create a memorable experience.

Two sub-areas within the Sports/Entertainment District should receive particular attention:

- *The J Street Corridor:* The J Street corridor (between Sixth and Eleventh avenues) should be developed as an active commercial mixed-use district with a strong pedestrian orientation. The character of late 19th and early 20th century commercial buildings should be extended eastward from the Gaslamp Quarter. The development of new buildings shall be compatible in scale and materials.
- *The Sixth/Seventh Avenue Transition Zone:* Located immediately west of the ballpark between L Street and the J Street Corridor, this area needs to create an appropriate transition in scale between the ballpark and the Gaslamp Quarter. It also needs to integrate the Clarion Hotel into the fabric of the neighborhood through appropriate massing of adjacent buildings and through the introduction of ground level activities that create linkages along K and L Streets, between the Gaslamp Quarter and the ballpark.

4. Design Criteria

A. *Along the J Street Corridor*

- I. *Built-to Lines:* With the exception of where plazas are planned, a street wall should be built within five (5) feet of the right-of-way along one hundred percent (100%) of the building frontage.
- II. *Street Wall Façade:* The street wall façade should be architecturally modulated to create visual interest and diversity, and to reinforce the pedestrian scale and character of the street.
- III. The height of buildings along the streetwall should create a building base and complement the height of older buildings in the corridor. Generally, streetwall height should be no taller than five stories or 60 feet in keeping with the character of existing 19th and early 20th century commercial and warehouse structures. Tower elements of the streetwall which do not exceed 50 feet in width may exceed 60 feet in height so long as architectural fenestration, detailing and exterior materials occur so as to create a podium appearance compatible with adjacent structures and visually break-up the appearance of the streetwall. Any development with its highest occupiable floor level above 75 feet, which is greater than 50 feet in width, shall be stepped back by at least 50 feet.

ATTACHMENT B
SUMMARY OF DESIGN CRITERIA

- IV. Buildings should be massed and scaled in a manner that complements the incremental parcelization of the street, introducing changes in building plane, fenestration rhythm, materials, etc., at intervals of approximately 50-100 feet.
- V. The design of facades should provide for a well-composed treatment of recessed and large “punctured” openings within a solid wall. Large expanses of curtain wall are discouraged in this area.
- VI. Vertical and horizontal articulation of the façade utilizing cornices, beltcourses and banding, plane changes, variation in window openings, and other architectural elements are encouraged.
- VII. Building facades should be visually terminated through the use of cornices, parapets, hip and stepped terraces, and other forms of multi-faceted tops.
- VIII. Facades should introduce special treatments at major entrances, building corners, street corners and street-end view termini.
- IX. Buildings are encouraged to employ materials that extend and complement the character of existing 19th and 20th century commercial and warehouse structures (e.g., brick, metal, stucco, ornamental cement, terra cotta, wood or steel sash).
- X. Large well-composed punctured window openings, in the spirit of existing commercial and warehouse structures should be provided on the building facades to extend the character and scale of these 19th and early 20th century buildings. To further this objective, buildings along this corridor should introduce high floor to floor dimensions (e.g., greater than 12 feet on upper floors and greater than 14 feet on the ground floor) where possible.
- XI. *Vehicular Access:* Curb cuts are strongly discouraged along J Street. The number and size of curb cuts for all projects should be minimized.

B. *Within the Sixth/Seventh Avenue Transition Zone*

- I. *Built-to Lines:* With the exception of where plazas are planned, a street wall should be built within five (5) feet of the right-of-way along one hundred percent (100%) of the building frontage.
- II. *Street Wall Façade:* The street wall façade should be architecturally modulated to create visual interest and diversity, and to reinforce the pedestrian scale and character of the street.

ATTACHMENT B
SUMMARY OF DESIGN CRITERIA

- III. Buildings should be built to a maximum height of six floors or 80 feet to complement and transition the scale of the ballpark to the Gaslamp District, and to extend the base of the Clarion Hotel. Development above this height should be stepped back by 10 feet, or introduce a clear material delineation that achieves the same visual effect.
- IV. On the block bounded by Sixth and Seventh Avenues and K and L Streets, development (i.e., a proposed parking garage) should be designed to express increments of 50 to 100 feet in keeping with the scale and character of existing buildings (e.g., Western Metal) to be retained in the area. Façade treatment should include well-composed punctured openings in the spirit of existing commercial and warehouse buildings. The architectural expression of sloping garage floors is strongly discouraged. Façade materials should complement adjacent building materials.

C. *Street Level Treatment and Pedestrian Entrances*

All projects should provide active uses along a majority of each street frontage in order to provide an active pedestrian-oriented experience. These active uses should include clear, or lightly tinted, glass storefronts and windows and pedestrian entrances. Extended areas of solid walls should be minimized and mitigated through architectural articulation.

D. *Parking Garages*

Parking garages should comply with the Centre City Planned District Ordinance requirements for street level uses. The garages should be set back behind multi-story residential or commercial uses where appropriate and feasible to buffer the garages from facing residential or commercial uses. The façade treatment of freestanding parking garages should create an integrated and/or complementary architectural expression with adjacent or attached buildings along a public right-of-way, such that parked cars are screened from predominant public view; sloped floors are not expressed; and a visually composed façade of openings, plane changes, beltcourses, cornice treatments and other architectural devices is developed.

**ATTACHMENT C
JOINT PRESS RELEASE
FOR PADRES LETTERHEAD**

Immediate Release

**“Historic” settlement with preservationists regarding Ballpark
District redevelopment**

Representatives of the National Trust for Historic Preservation, Save Our Heritage Organization (SOHO) city officials, and the Padres development team today announced an historic settlement to preserve the significant historic resources within the Ballpark District.

“When we placed the Ballpark District on our list of eleven most endangered historic places, we hoped it would encourage the city and developers to seriously address the preservation of these historic buildings and we are pleased that it had that effect,” said Richard Moe, President of the National Trust. “With this settlement agreement, the city and the developers have committed to a comprehensive preservation plan that will save these resources for future generations. The Padres deserve real recognition for the success of these negotiations,” he said.

“This plan is the best alternative available for preserving historic resources,” said Bruce Coons, president of SOHO. “The comprehensive nature of this agreement, and the adaptive reuses described in it constitute a unique and practical solution to the challenge of urban preservation. This is a wonderful plan that establishes a new benchmark for historic preservation efforts in San Diego,” he said.

“This agreement is precedent setting, both in the speed with which it was reached and the comprehensive nature of the settlement,” said San Diego Mayor Susan Golding. “It is a testament to the good faith and commitment of all parties involved. Moreover, it will be accomplished within the parameters of Proposition C,” she said.

“The Padres goal has always been to create a real neighborhood as part of the ballpark project,” said Padres president Larry Lucchino. “This agreement saves the best of the existing buildings and incorporates it into what will be a vibrant, alive urban neighborhood. Although it will cost us significant additional dollars to accomplish this, I’m extremely pleased that we can play a role in preserving San Diego’s historic resources. This agreement validates the city’s decision to locate this ballpark downtown,” he said.

“The agreement calls for the adaptive reuse of the Western Metal Supply Building, preservation of the eastern façade of the Simon Levi Wholesale Grocery Building, relocation and reuse of the Showley Brothers Candy Factory, and reuse of the Wellman Peck Building, currently used by Wellman Peck Warehouse (TR Produce) Building, relocation and reuse of Rosario Hall, rebuilding of SDG&E Station A, relocation of the SDG&E Transformer Pole, and preservation of Fire Station #4, the Simon Levi Lofts, the Julian Lofts, and the

**ATTACHMENT C
JOINT PRESS RELEASE
FOR PADRES LETTERHEAD**

Reincarnation Building. We have also agreed to fully implement the J Street Design Criteria as a part of the Ballpark project, and the Padres have agreed to create two permanent interpretive displays in the Ballpark on the history of the district and the history of baseball in San Diego.

“This is a very significant step forward in the process of making the Ballpark District a reality,” said Lucchino.

**ATTACHMENT D
HEARING SCHEDULE**

ALL DATES SUBJECT TO CHANGE:

	1.	PAC Workshop #2	September 8
	2.	PAC – Workshop on Final SEIR	September 15
	3.	Planning Commission – Workshop on Ballpark District	September 16
	4.	CCDC Board – Workshop on SEIR	September 17
	5.	Project Area Committee Meeting – Recommendation on Plan Amendments and Final SEIR	September 22
*	6.	Historic Sites Board – Preservation Treatment Plan	September 23
	7.	Agency/Council Full Presentation on Ballpark & Ancillary Development and Presentation of final SEIR (no public testimony)	September 28
*	8.	Planning Commission Hearing – Recommendation to Council on SEIR and Plan Amendments	September 30
*	9.	CCDC Board Meeting – Recommendation to Council on SEIR and Plan Amendments	October 1
*	10.	Council/Agency Hearing on Plan Amendments and SEIR – Take Public Testimony	October 5
*	11.	Joint Council/Agency – Certification of SEIR, adoption of resolutions and introduction of ordinances	October 26
	12.	City Council – Second Reading of Ordinances	November 9

* = Must attend.

ATTACHMENT E
TRUST STATEMENT FOR SUPPORT LETTER

“While other alternatives may also preserve historic resources in the East Village, the National Trust supports the negotiated settlement agreement as the best achievable alternative for preserving historic resources on the Ballpark site and ancillary development area.”