



CITY COUNCIL

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Reso No. 2004-_____ File No. _____

Ord No. 2004-_____

Agenda Item No.: 15.c

Date: December 15, 2010

TO: Honorable Mayor and Members of the City Council and Community Development Commission

FROM: Charles Grimm Assistant City Manager

SUBJECT: Minor League Baseball Ballpark Discussion (AZ 10-0002)

RECOMMENDATION:

It is requested that the City Council and the Community Development Commission provide direction regarding the Memorandum of Understanding pertaining to the development of a minor league ballpark.

FISCAL ANALYSIS:

The cost of the project is expected to be approximately \$50 million which will be financed through the issuance of redevelopment bonds.

GENERAL PLAN ANALYSIS:

A minor league ballpark is consistent with the General Plan Economic Development and Community Revitalization goals and with the Escondido Redevelopment Plan.

PREVIOUS ACTION:

None

BACKGROUND:

A development group, including current San Diego Padres owner Jeff Moorad, has approached the City of Escondido with the possibility of creating a public-private partnership to develop a Triple A ballpark in the City of Escondido. Such a facility is anticipated to be a catalyst toward stimulating redevelopment activity in an underutilized industrial area, and to improve the City's fiscal stability by diversifying the economic base and broadening employment opportunities.

The City contracted with Charles Black, of CB Urban Development, to represent the City interests in extensive negotiations of the proposed ballpark project. He has provided a Memorandum of Understanding outlining the major negotiated points (See Attachment 1). However, there are still other issues that have not yet been finalized that could affect the project, including the acquisition of properties as well as other environmental issues.

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Currently, the Memorandum of Understanding has simply been a useful mechanism for negotiations for the City and the Moorad Group to develop and discuss the various issues associated with the proposed project. Pending Council direction today, that material currently in the Memorandum of Understanding would be incorporated into a Development and Disposition Agreement that would be finalized and presented to the City Council and Commission for consideration at a public hearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'C. Grimm', written over a horizontal line.

Charles Grimm
Assistant City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ESCONDIDO, THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF ESCONDIDO
AND
NORTH COUNTY BASEBALL LLC**

This Memorandum of Understanding ("MOU") is made and effective as of December 15, 2010 by and between the Community Development Commission of the City of Escondido, a public body, corporate and politic ("Commission") and the City of Escondido, a public body, corporate and politic ("City") and North County Baseball LLC, a Delaware limited liability company ("Moorad Group"). City and/or Commission and Moorad Group are sometimes individually or collectively called "Party" or "Parties." As used herein, capitalized terms will have the meanings assigned them in Section 2 and throughout this MOU.

1. **Purpose and Intent.** Moorad Group has proposed to acquire a AAA Minor League baseball team that is a member of the PCL ("Team") and to relocate the Team to Escondido provided that the Commission agrees to cause the construction of a Minor League Baseball park in accordance with the terms of the Implementing Agreements. The Parties have identified a site upon which the Ballpark is proposed to be constructed. The purpose and intent of this MOU is to describe the Parties' roles and responsibilities subject to the Project Approvals regarding the City and Commission's consideration of the proposed Project, and to the extent the City and Commission determine to move forward with the Project, describe the process by which the design, development, construction, operation and occupancy of the Ballpark will occur. It is the express intent of the Parties that this MOU not provide for entitlements in land or development, or require the City or Commission to act in any particular way with respect to the approval of the proposed Project. Such entitlements and such approvals will be the subject of future discretionary actions by public entities or of permits to be sought at later times. It is also the intent of the Parties that this MOU will reserve to City and/or Commission discretion to approve or disapprove all actions contemplated by the MOU which require by law the exercise of discretion and which City and/or Commission, as applicable, cannot lawfully be committed to by contract including, without limitation, the requirements of the California Environmental Quality Act ("CEQA") and applicable requirements of the California Redevelopment Law ("CRL"). All such statutes will be fully complied with in the implementation of the matters set forth in this MOU. Specifically, with respect to the CRL, Sections 33430, *et seq.*, including without limitation Sections 33431, 33433, 33445, and 33679 require that the Commission and City Council each hold public hearings in connection with the sale or lease of real property, and, thereafter, exercise their respective sole and absolute discretion with respect to the approval of any such sale or lease and other matters relating to the Implementing Agreements. The Parties intend that the planning, development and construction of the Project be a cooperative, mutual endeavor in which the Parties actively participate and work together, in good faith and with due diligence.

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2. Definitions.

a. "Adjusted Ballpark Budget" means the Ballpark Budget, adjusted in accordance with Section 5.f.

b. "Ballpark" means an open-air, natural grass, state-of-the-art Minor League Baseball facility, more particularly described in the Baseline Program, with approximately 9,000 seats (including seating in a grass-berm within the paid admission area) and consisting of the ballpark structure itself, all fixtures and systems, the grounds and walkways immediately surrounding the ballpark structure, the Dedicated Parking on the Ballpark Site, building-standard tenant improvements customary in commercial office projects, furniture, fixtures and equipment designed and built in conformance with the requirements of both the Commission and the Moorad Group.

a. "Ballpark Budget" means the anticipated total cost for the development and construction of the Ballpark, including all architectural, engineering, permitting, testing and inspection and hard and soft costs, but excluding all costs identified in the City Budget. The initial Ballpark Budget is \$40,000,000.

b. "Ballpark Site" means the real property composed of the City Yard, the Spruce Street Property and the NCTD Property, consisting of approximately 14.89 acres in the aggregate (excluding City Rights-of-Way) and described in Exhibit 2.

c. "Baseline Program" means the Ballpark program described in Exhibit 1.

d. "Capital Expenditure Reserve Fund" means an interest bearing account, funded by Moorad Group in accordance with Section 11.c.(ii) pursuant to an Operating Agreement which will serve as a reserve fund for the cost of all labor and materials reasonably required to repair, restore, replace, or at the request of the Moorad Group and approval of City and/or Commission, not to be unreasonably withheld, conditioned or delayed, improve any structural components, systems components or integral parts of the Ballpark, which would customarily be treated as a capital item for federal income tax purposes. By way of example only and not as a limitation, such capital items will include: structural components including all foundations, structural members, piers, walls, roofs, seats, suites and ramps; systems components include scoring systems, video boards, heating, ventilating, air conditioning, plumbing, electrical, gas and water systems and escalators and elevators. Interest earned on the Capital Expenditure Reserve Fund will be credited to the Capital Expenditure Reserve Fund and all funds remaining in the Capital Expenditure Reserve Fund at the end of the Term will belong to the Commission.

e. "City Budget" means (i) the anticipated aggregate direct costs for land acquisition, site preparation (including clearing, demolition, and remediation), (ii) design, construction and completion of Infrastructure and (iii) Project Financing costs, but excluding the costs of relocating the City public works activities on the City Yard. The initial City Budget is \$10,000,000.

f. "City Council" means the Escondido City Council, the public governing body of the Commission

g. "City Site" means the real property consisting of approximately 10.32 acres and described as APN 232-090-72.

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h. "City Events" means up to nine (9) events each calendar year conducted by the Commission or the City (including City- and/or Commission-sponsored third-party events). City's and/or Commission's right to conduct City Events is subject to (i) providing sixty (60) days prior written notice of such event to Moorad Group, (ii) the non-existence of schedule conflicts at the time of such notice, with any Moorad Group games and events and (iii) subject to the payment to Moorad Group of reasonable charges for operations, maintenance and utilities to use the Ballpark.

i. "City Rights-of-Way" means the dedicated rights-of-way underlying portions of North Spruce Street and Norlak Avenue within the Ballpark Site.

j. "Concession Rights" means the contractual right to sell any kind of food, beverage, novelties or other goods or services at the Ballpark.

k. "C.P.I." means the San Diego Consumer Price Index for all urban consumers (CPI-U).

l. "Dedicated Parking" means up to 1175 parking spaces within the immediate vicinity of the Ballpark with up to 331 spaces on the Ballpark Site and up to 844 spaces on the City Site, subject to Section 4.c.

m. "Effective Date" means December 15, 2010.

n. "Final" means the issuance or approval of the Project Approvals and either (a) the passage of the date prescribed for the filing of any action to annul, contest or set aside the Project Approvals without the timely filing of any such action, or (b) to the extent any action(s) to annul, contest, appeal or set aside Project Approvals have been timely filed, then the date on which such action(s) have been adjudicated with finality (including any appeals thereof) in favor of the granting or issuance of the Project Approvals.

o. "Force Majeure Event" means any of the following events which prevents or materially impairs a Party from performing any specified obligations: any act of God, strike, lockout or other industrial disturbance during the development or construction only of the Ballpark, litigation, including litigation challenging any Project approval or the City's and/or Commission's compliance with the CEQA, CRL or any other law or regulation, the occurrence of an event that has a catastrophic effect on the financial markets which prevents the Commission from completing Project Financing (provided the Commission will not be excused from performing its obligation to complete Project Financing for a period longer than sixty (60) days), act of public enemy, blockade, war, insurrection, civil disturbance, explosion or riot; epidemic; landslide, earthquake, fire, storm, flood, or washout; governmental restraint, action or inaction, either federal, state, county, civil or military, including the adoption of any new law materially affecting either the ability of the Parties to proceed or the costs of proceeding (but not including any City laws or ordinances or any actions taken by the Commission, City Council or City); and any initiative or referendum.

p. "General Contractor" means the general contractor selected, in accordance with Section 8, to construct the Ballpark.

q. "GMP Contract" means a guaranteed maximum price contract with General Contractor for the construction of the Ballpark in accordance with this MOU. The GMP

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Contract will include a schedule for Substantial Completion of the Ballpark consistent with the Project Schedule.

r. "Guaranty" means the guaranty of a guarantor reasonably acceptable to City and/or Commission ("Guarantor") guaranteeing compliance with the Operating Agreement during the term thereof. For the avoidance of doubt, the Parties acknowledge that the Moorad Group is wholly-owned by JSM Acquisition, L.P. and, subject to the reasonable satisfaction of the City and/or Commission as to its net worth and liquidity, JSM Acquisition, L.P. will be the Guarantor.

s. "Implementing Agreements" means the Disposition and Development Agreement, the Operating Agreement, the Option Agreement and such other and further agreements as are necessary to implement the terms of this MOU.

t. "Infrastructure" means roads, sidewalks, Dedicated Parking on the City Site and other public facilities, public utilities and physical mitigation measures required for the construction and operation of the Ballpark.

u. "Naming Rights" means the contractual right to have a name associated with the Ballpark as a whole or for specific areas within the Ballpark.

v. "Opening Date" means the first scheduled home game of the 2012 Minor League Baseball Season (or any exhibition game occurring no more than two weeks prior thereto), or as soon thereafter as possible.

w. "Operating Agreement" means an agreement between Commission and Moorad Group governing the use and occupancy of the Ballpark, consistent with Section 11.

x. "Option Agreement" means an Option Agreement between City and Moorad Group consistent with the terms and conditions of Section 13.

y. "Project" means all the obligations of the Commission described in Paragraphs 4, 5 and 6 hereof.

z. "Project Approval" means Commission and/or City approval, in their sole and absolute discretion, subject to the satisfaction of all applicable requirements of the CRL and CEQA, of (i) Project Financing and (ii) the Implementing Agreements.

aa. "Project Financing" means the financing of the Project described in Section 9.

bb. "Project Financing Costs" will include all costs that will be incurred by the Commission in securing financing for the cost of the Ballpark, land acquisition and Infrastructure including, without limitation, all underwriters, bond counsel, trustee, interest reserve, rating agency and other fees and costs associated with Project Financing.

cc. "Project Schedule" means the schedule contained in Exhibit 3 which sets forth the sequence of all dependant actions required to determine the minimum time necessary to achieve Substantial Completion. The Parties understand and acknowledge that the Project Schedule represents the Parties' best estimate of the time required to achieve the milestones described therein. The Project Schedule will be updated and expanded from time to time during the design, entitlement and permitting processes and during construction to reflect actual achievement of such milestones and based on construction schedules provided by the General Contractor. Upon

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approval of such updates or expansions by all Parties, the revised schedule will become the Project Schedule.

dd. "Redevelopment Plan" means the Redevelopment Plan adopted by Ordinance No. 84-85 of the City Council of the City on July 11, 1984, as amended on June 1, 2005, by Ordinance Nos. 2005-12, 2005-13, and on August 15, 2007, by Ordinance No. 2007-18.

ee. "Substantial Completion" means that offices, clubhouse and other areas of the Ballpark are ready for the playing and public exhibition of Minor League Baseball, subject only to contractors' punch lists.

3. **City or Commission Conditions Precedent.** It is the intent of the parties that the mutual obligations concerning the timely consideration of the Project Approvals by the Commission and City will be binding on all Parties, but that the terms specified herein with respect to the implementation of the Project Approvals will be conditioned upon and subject to further City Council approval and completion and satisfaction of all requirements imposed by applicable law including but not limited to the CEQA and CRL. Accordingly, only the obligations of City or Commission described in Sections 4.a.i, 4.b, and 5.a, will be immediately binding on City or Commission. The Implementing Agreements will provide that the obligations of the parties thereunder will be conditioned upon and subject to the timely satisfaction of the conditions precedent set forth below.

a. On or before December 31, 2010, delivery by the Moorad Group to Commission of written evidence that the Moorad Group has completed acquisition of the Team;

b. On or before the closing date of the acquisition of the Team pursuant to the Team Contract, Moorad Group will deliver to Commission written evidence that Minor League Baseball ("MiLB") and the Pacific Coast League of Professional Baseball Clubs, Inc. ("PCL") have (i) approved relocation of the Team from its current location to an interim location pending completion of the Ballpark and (ii) granted preliminary approval of the relocation of the Team to the Ballpark upon completion of the Ballpark;

c. On or before March 1, 2011, Moorad Group will deliver to Commission written evidence that Minor League Baseball ("MiLB") and the Pacific Coast League of Professional Baseball Clubs, Inc. ("PCL") have approved relocation of the Team from its interim location to the Ballpark upon completion of the Ballpark;

d. On or before May 15, 2011, Commission will notify the Moorad Group in writing that it has reasonably determined that the actual cost of all items included in City Budget will not exceed \$15,000,000;

e. On or before July 15, 2011, Moorad Group will deliver to Commission, in reasonable detail, an updated Ballpark Budget demonstrating to the reasonable satisfaction of the Commission that the Ballpark can be completed within the Ballpark Budget, as adjusted in accordance with Section 5.f;

f. On or before December 1, 2011, Commission will amend the Redevelopment Plan or take such other action as it may deem necessary to ensure that the construction and ownership of the Ballpark is a legally permitted activity under the Redevelopment Plan;

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g. On or before January 1, 2012, Commission will notify the Moorad Group in writing that the Project Approvals are Final;

h. On or before January 1, 2012, Commission will notify the Moorad Group in writing that the Ballpark Site is construction ready and that all property acquisition and required facility relocation and remediation is complete and that all required permits and approvals to construct the Ballpark have been issued; and

i. On or before January 1, 2012, Commission will deliver to Moorad Group written evidence that Commission has completed Project Financing in an amount not to exceed \$50,000,000.

4. Ballpark Site Acquisition, Evaluation, Remediation and Entitlement.

a. Ballpark Site Acquisition.

i. Spruce Street Property. On or before December 31, 2010, Commission will complete acquisition of the parcel consisting of approximately 3.78 acres located at 480 North Spruce Street, Escondido, California APN 232-091-28 ("Spruce Street Property"). The Commission has determined that it is in furtherance of the Commission's public purpose to acquire the Spruce Street Property independent of whether the Project is approved, or whether the Ballpark Site is determined to be the best location for the Project.

ii. NCTD Property. Commission will negotiate with the North San Diego County Transit District for the acquisition of the parcel known as APN 232-091-29, consisting of approximately 1.68 acres and located on the Northeastern corner of intersection of North Spruce Street and Norlak Avenue ("NCTD Property").

iii. City Yard. City holds fee title to the parcel known as APN 232-090-54 consisting of approximately 7.82 acres ("City Yard"). If the Project is approved, City will use its best efforts to relocate existing uses of the City Yard to an alternate location consistent with the Project Schedule.

iv. City Rights-of-Way. The Parties understand and acknowledge that use of the Ballpark Site for the Project will require vacation and relocation of the City Rights-of-Way. City agrees to timely consider such actions but is under no obligation to exercise its discretion in any particular manner.

b. Ballpark Site Evaluation, Remediation and Entitlement. To facilitate timely consideration of the Project, City and/or Commission will undertake such actions as are necessary and commercially reasonable to (i) expedite the entitlement process, (i) perform all site due diligence necessary to complete the acquisitions, (iii) complete any site remediation deemed necessary by the government agencies having jurisdiction over the Ballpark Site, (iv) complete any additional environmental studies and analysis necessary for compliance with the CEQA and CRL, (v) prepare the Ballpark boundary survey and description, including preparing a base map to be used by the design team prior to the start of schematic design and (vi) perform all planning and preparation necessary to obtain all necessary approvals required for the construction and operation of the Ballpark (subject to any requirements of law, including hearings and findings).

c. Ballpark Parking. The Implementing Agreements will provide that, after accommodating any relocation necessary to clear the City Yard and NCTD Property of existing

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uses, Commission will construct Dedicated Parking facilities on the City Site to include as many parking spaces as possible. The Parties understand and acknowledge that such parking facilities on the City Site are an interim use that will remain until the City determines in its sole discretion that the following conditions are satisfied:

i. Redevelopment has occurred or will occur in the vicinity of the Ballpark;
and

ii. Such redevelopment includes or will include parking available for use by Ballpark patrons which, when added to other parking capacity in the vicinity of the Ballpark, will accommodate Ballpark parking demand.

d. Alternative Sites. If for any reason, the Ballpark Site is determined by the Parties to be infeasible as the site for the Ballpark, the Parties will work diligently and in good faith to locate another site, each acting in their sole and absolute discretion, and subject to the CEQA, CRL and other applicable laws.

5. Planning, Design and Construction of Ballpark. The Implementing Agreements will provide that the precise orientation, footprint and configuration of the Ballpark on the Ballpark Site will be determined jointly by the Commission and the Moorad Group. Commission will be responsible for the adoption of the plans and other legal documents, and the undertaking of the administrative acts necessary to facilitate construction of the Ballpark, as more fully set forth in this MOU.

a. Entitlement Processing. City and/or Commission will, at its sole cost, timely process all land use entitlements necessary for the construction and operation of the Ballpark. Moorad Group will cooperate with City and/or Commission in the preparation of any applications, technical studies or other submissions required in connection with such land use entitlement processing.

b. Ballpark Design. Moorad Group will cause the Ballpark to be designed in accordance with this Agreement, the Implementing Agreements and the then-current Ballpark Budget. In this regard, Moorad Group has selected Populous, Inc. ("Populous") as the architectural firm to design the Ballpark. Prior to entering into any contract with Populous or another other service provider related to the design of the Ballpark, Moorad Group will obtain Commission's approval of such contracts which will not be unreasonably withheld, conditioned or delayed. Such contracts will direct Populous and other service providers to: (i) design a first-class Ballpark in all its aspects for the playing and public exhibition of Minor League Baseball in the most cost-effective manner reasonably practicable consistent with the Ballpark Budget; and (ii) prepare and complete the Ballpark program, design, plans, specifications and timetable for construction of the Ballpark in accordance with the Baseline Program and consistent with the Project Schedule. Upon completion of each stage of the then-current design documents (which will be generally consistent with design documents previously approved by the Parties), the design documents will be submitted to Commission for its approval which will not be unreasonably withheld, conditioned or delayed.

c. Commission Reimbursement of Design Costs. Subject to satisfaction of the conditions precedent described in Sections 3.a, 3.b and 3.c, Commission will reimburse Moorad Group on a monthly basis for costs Moorad Group incurs with Populous and other service

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providers pursuant to contracts approved by Commission in accordance with Section 5.b. The Implementing Agreements will establish, and Moorad Group will comply with, reasonable conditions precedent to such reimbursement.

d. **Construction Estimates and Project Redesign.** At each of the Schematic Design, Design Development and Construction Documents phases of the design process, Moorad Group will cause the preparation of an estimate of the costs to construct the Ballpark ("Cost Estimate"). If during any such phase of the design process, the Cost Estimate exceeds the then-current Ballpark Budget, City and/or Commission and Moorad Group, working together diligently and in good faith, will cause the Ballpark to be redesigned and/or value-engineered and/or Ballpark features changed or revised so that such excess costs are eliminated and the aggregate amount of all line-item costs are less than the then-current Ballpark Budget. The process of redesign may be undertaken as part of the design process for the next phase of design, but with the understanding that the commitment of City, Commission and Moorad Group is to implement design changes as may be necessary to provide assurance that the construction costs for the Ballpark will not exceed the then-current Ballpark Budget.

e. **Adjustments to City Budget and Ballpark Budget.** No later than May 15, 2011, City will prepare a "Final City Budget" which will supersede the initial City Budget. The City will use its best efforts to cause the Final City Budget to be less than or equal to \$10,000,000. If the Final City Budget exceeds \$10,000,000, Moorad Group will fund the excess up to a maximum of an additional \$5,000,000 (the "Ballpark Contribution"). To the extent that (i) the Final City Budget exceeds \$15,000,000, and (ii) the Parties are unable to reduce the costs through value engineering or mutually agreeable changes to the design or program, and (iii) no Party elects to fund the excess costs, then any Party may terminate the Implementing Agreements.

f. **Final Ballpark Budget and Completion of Ballpark.** If and to the extent that the Ballpark Contribution is required to be paid pursuant to Paragraph 5.e, Moorad Group will have the option to either fund the Ballpark Contribution in cash, or cash equivalents, or to prepare an Adjusted Ballpark Budget and shift funds from the Ballpark Budget to the City Budget to satisfy such funding requirement. Moorad Group may, in its sole discretion, reduce the Ballpark Budget by an amount equal to the amount necessary to satisfy the Ballpark Contribution requirement. If the Ballpark Contribution is required and if Moorad Group elects not to make the Ballpark Contribution in cash or cash equivalents, Moorad Group will prepare the Adjusted Ballpark Budget no later than July 15, 2011.

g. **Moorad Group Funding and Completion of Ballpark.** Upon the satisfaction of the conditions precedent described in Section 3 and upon approval and issuance of all land use entitlements and permits required for the construction of the Ballpark, Moorad Group will cause the Ballpark to be constructed in accordance with the Project Schedule, subject to Section 8. The Implementing Agreements will (i) establish, and Moorad Group will comply with, reasonable conditions and requirements relating to the funding of the design, construction and completion of the Ballpark, (ii) require Moorad Group to guaranty the lien-free completion of the Ballpark in accordance with the Project Schedule and the Adjusted Ballpark Budget and (iii) require Moorad Group to fund all costs incurred to complete the Ballpark in excess of the Adjusted Ballpark Budget.

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6. City and/or Commission Completion of Work Described in Final City Budget. Provided the Ballpark Contribution is timely made, City and/or Commission will complete and fund all work described in Final City Budget regardless of cost.

7. Representations, Warranties, Acknowledgements and Covenants of Moorad Group. City and Commission are entering into this MOU in reliance on the following representations, warranties, acknowledgements and covenants of the Moorad Group.

a. Representations and Warranties. Moorad Group represents and warrants to City and Commission as follows:

i. Moorad Group is the buyer under a contract ("Team Contract") to acquire the Team.

ii. The Team Contract is valid, binding and in full force and effect.

iii. Moorad Group has obtained all preliminary consents and approvals from MiLB and the PCL that are obtainable at this time for the Moorad Group to enter into and perform its obligations under this MOU.

iv. The completion of Moorad Group's acquisition of the Team and its relocation to the Ballpark are subject only to the conditions precedent or approvals described in Sections 3.c and 7.a.iii of this MOU and those previously described and provided to City/Commission's redevelopment counsel.

v. To the knowledge of the Moorad Group, there are no rules, regulations or other requirements in effect or contemplated by any governing body having jurisdiction over Minor League Baseball that would affect or impair the relocation of the Team to the Ballpark as its exclusive venue for home games.

b. Acknowledgements. Moorad Group acknowledges the following:

i. Notwithstanding the terms and conditions of this MOU, certain actions (collectively, "Discretionary Actions") incidental to matters described herein may require the exercise of discretion by the City and/or Commission pursuant to the CEQA, applicable requirements of the CRL or other laws to which City and/or Commission are subject (collectively, "Legal Requirements");

ii. Such Discretionary Actions cannot lawfully be committed to by contract pursuant to the Legal Requirements and cases interpreting the Legal Requirements; and

iii. Nothing in this MOU will be construed as circumscribing or limiting City's and/or Commission's exercise of discretion with respect to future Discretionary Actions and City and/or Commission, as applicable reserve their discretion to approve or disapprove such Discretionary Actions.

c. Covenants.

i. Subject to Project Approval, Moorad Group will use its reasonable best efforts to complete acquisition of the Team in accordance with the Team Contract. Upon request by City and/or Commission but in no event later than the closing date of the acquisition of the Team pursuant to the Team Contract, Moorad Group will deliver to City and/or Commission written evidence of the foregoing.

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ii. Upon completion of the Project, Moorad Group will relocate the Team to the Ballpark as its exclusive venue for home games, subject to Section 11.a hereof.

8. **Contractor Solicitation.** At a time determined by the Parties to be specified in the Implementing Agreements, and subject to compliance with the California Public Contract Code, Moorad Group will solicit, or cause to be solicited, proposals from the general contractor community. Selection of the General Contractor will be based on the “best value” criteria in accordance with California Public Contract Code Section 20175.2 and will be subject to approval by the Commission which will not be unreasonably withheld, conditioned or delayed. Once the General Contractor is selected, will Moorad Group negotiate a form of contract (“GMP Contract”) subject to approval by Commission which approval will not be unreasonably withheld, conditioned or delayed.

a. **GMP Contract and GMP Contract Amount.** Once the GMP Contract is executed, all schedule and cost impacts arising from any change to the Baseline Program requested by either Party that would reasonably be expected to increase the construction cost of the Ballpark above the amount of the GMP Contract, will be borne by the Party requesting such change, or by the Parties equally if they mutually request such change.

b. **Construction.** Upon completion of Project Financing, Moorad Group will deliver a notice to proceed to the General Contractor and will cause General Contractor to construct and complete the Ballpark in accordance with the GMP Contract and the Project Schedule.

c. **Substantial Completion.** Although the Parties desire Substantial Completion to occur on or before Opening Date, each Party acknowledges that the time required for the design, permitting and construction may exceed the allowed time. Therefore, although the Parties will exercise diligent and good faith efforts to cause design to be completed in accordance with the Project Schedule and each Party will exercise diligent and good faith efforts to cause construction to be Substantially Complete in accordance with the Project Schedule, neither Party will be liable to the other for any failure to comply with the Project Schedule.

d. **Cooperation and Collaboration During Construction.** Moorad Group will provide Commission with monthly progress reports and budget comparison statements throughout the Ballpark construction process, and will meet at least monthly to ensure that the Ballpark is on schedule and within budget.

9. **Project Financing.** Following Project Approval, Commission will arrange financing in an amount sufficient to cover the Ballpark Budget or Adjusted Ballpark Budget, as the case may be, and the Final City Budget, reduced by any Ballpark Contribution, up to an amount not to exceed \$50,000,000 from the financing source of its choice (i.e. lease revenue bonds, certificates of participation, private sources, etc.).

10. **Ownership of the Ballpark.** The Ballpark will be owned by the Commission.

11. **Occupancy, Operation and Management of the Ballpark.** On the Approval Date, Commission and Moorad Group will enter into an Operating Agreement (or an Operating Agreement and a separate agreement covering the Parties rights and obligations up until Substantial Completion) for the Ballpark consistent with the terms and conditions set forth below, guaranteed pursuant to the Guaranty.

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a. **Term of Occupancy.** The Operating Agreement will provide that the Team will play all of its home Minor League Baseball games at the Ballpark for thirty (30) years ("Term"), provided that the Team may play up to four (4) home games each season at another location selected by Moorad Group. Moorad Group will have two (2) five (5) year options to extend the Term on the same terms and conditions. To exercise these options, the Moorad Group must provide one (1) year prior written notice to the Commission. Moorad Group will be prohibited from relocating the Team to a location other than the Ballpark, or from playing home games at any facility other than the Ballpark except for temporary relocation necessitated by casualty damage to the Ballpark during the Term.

b. **Transfer of Franchise.** The Operating Agreement will provide that the Moorad Group will have the right to transfer ownership of the Team during the Term to the extent permitted by MiLB, without any restrictions imposed by the Commission, so long as the new Team owner agrees in writing prior to the transfer to assume all of Moorad Group's obligations under the Operating Agreement for the balance of the Term and provides the Guaranty by another guarantor with the same or greater net worth and liquidity as the Guarantor as of the date of approval of the initial Guarantor.

c. **Rent.**

i. **Base Rent.** The Operating Agreement will provide that the Moorad Group will pay Commission as rent for the right to use and occupy the Ballpark, the sum of \$200,000 each calendar year (pro-rated, based on the Opening Date through October 1, in the year of the Opening Date) in equal semi-annual payments in July and October, commencing in the first year of Moorad Group's occupancy of the Ballpark and increased every five (5) years by cumulative C.P.I. since the previous C.P.I. increase (if any).

ii. **Contribution to Capital Expenditure Reserve Fund.** The Operating Agreement will provide that in addition to base rent, on November 1st during each year of the Term, Moorad Group will deposit an amount equal to \$150,000 (subject to C.P.I. adjustments as described in Section 11.c.i) into the Capital Expenditure Reserve Fund. Moorad Group will be excused from making any portion of the Capital Expenditure Reserve Fund contribution that causes the balance of the Capital Expenditure Reserve Fund, including interest earned thereon, to exceed \$1,000,000.

d. **Use and Operation of Ballpark.** The Operating Agreement will provide that subject to rights of the Commission to conduct City Events, Moorad Group will have exclusive occupancy of the Ballpark and Moorad Group will operate and manage the Ballpark for both Moorad Group games and events and City Events as provided herein.

e. **Management Responsibilities.** The Operating Agreement will provide that the Moorad Group will operate and manage the Ballpark for all events in a first-class manner. Except as provided with respect to City Events, the costs of such operation and management will be borne exclusively by Moorad Group.

12. **Revenues.**

a. **Concessions.** The Operating Agreement will provide that the Moorad Group may either self-perform or select one or more concessionaires to provide concession services for all events at the Ballpark, including City Events. To the extent legally permitted, the Ballpark

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concessionaires selected by the Moorad Group will have the exclusive right to offer concession services within the Ballpark, including, without limitation, the walkways surrounding the admissions gates and the Dedicated Parking. Moorad Group will determine all food, beverage, novelty items and other goods and services to be sold by such concessionaires, and will approve all prices for such products. City and/or Commission will have the right to sell its novelties at City Events at no cost to City and/or Commission. All fees paid by third parties to obtain concession rights within the Ballpark will be retained by the Moorad Group. All concession commissions and other revenue payable in connection with concessions at Moorad Group games and all events will be retained by the Moorad Group.

b. **Advertising.** The Operating Agreement will provide that the Moorad Group will have the exclusive right to sell advertising within all parts of the Ballpark, including (subject to all applicable laws) outside the Ballpark and on the exterior structure of the Ballpark and/or its systems. Unless otherwise determined by Moorad Group in its contracts with advertisers, all advertising sold by Moorad Group will be displayed at the Ballpark at all events. Advertising sold and/or otherwise provided by Moorad Group for display in or within the Ballpark may not be covered or obstructed without Moorad Group's consent. City Events will not have title sponsors who are competitors of the exclusive Ballpark advertisers or sponsors. No sponsor of a City Event may remove or obstruct any Ballpark advertising sold by the Moorad Group, or display temporary advertising signage of any type that conflicts with the Moorad Group's advertising arrangements for the Ballpark. All revenue from the sale of advertising and sponsorships within the Ballpark will be retained by Moorad Group, except for permissible temporary advertising and sponsorships in connection with City Events. Any advertising or sponsorships in connection with City Events will require the prior approval of Moorad Group.

c. **Naming Rights.** The Operating Agreement will provide that all funds obtained from Naming Rights will be retained by the Moorad Group. Moorad Group will have the exclusive right to solicit for and contract with persons or entities interested in purchasing Naming Rights (except with respect to Infrastructure). Any name proposed to be associated with the Ballpark will be tasteful and not be a cause for embarrassment to the Commission and, to ensure this protection will be subject to the Commission's consent (which will not be unreasonably withheld or delayed).

d. **Parking.** The Operating Agreement will provide that the Moorad Group will establish all prices for parking at Dedicated Parking facilities during Ballpark games and events (including, without limitation, City Events). Moorad Group and City and/or Commission will cause the parking facilities dedicated to the Ballpark to be open to the public for general parking at non-event times, at competitive prices established by the Moorad Group. Net revenue from the operation of the Dedicated Parking facilities (i.e. gross revenue less all fees and operating expenses incurred in compliance with the parking operator's agreement) and all maintenance expenses related thereto will be shared equally by Moorad Group and Commission.

13. **Option to Purchase City Site.** The Implementing Agreements will include an agreement (the "Option Agreement") pursuant to which the City will grant Moorad Group an option to purchase the City Site as follows:

a. The cash purchase price will be the fair market value of the City Site based on the highest and best use of the City Site determined by appraisal as of the date of completion of the

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Ballpark. The highest and best use will be based on the zoning designations for the City Site as of the date of the appraisal.

b. The option will expire one year following the Substantial Completion of the Ballpark.

c. Moorad Group will receive a credit against the purchase price up to a maximum of \$2,500,000, equal to \$1 for each \$1 Moorad Group incurs to complete the Ballpark in excess of the Ballpark Budget or the Adjusted Ballpark Budget, as the case may be, provided, however, the credit will not include any amounts Moorad Group incurs to complete the Ballpark in excess of \$40,000,000.

14. **Force Majeure.** Should any of the Parties be delayed in or prevented, in whole or in part, from performing any obligation or causing the satisfaction of any condition required by or referenced in this MOU by reason of a Force Majeure Event, that Party will be excused from performing that obligation or causing the satisfaction of that condition for so long as the Party is delayed or prevented from performing, and for a period of thirty (30) calendar days thereafter, and any affected deadlines will be similarly extended.

15. **Implementation.** Subject to compliance with the CEQA, CRL and any other applicable laws, and following approval of all discretionary acts of the Commission and City Council with respect to the subject matter of this MOU, the Parties will take all lawful actions, and enter into all Implementing Agreements necessary to implement the purpose and intent of this MOU. Unless specifically directed or prohibited to act in a particular manner by this MOU, City and/or Commission, as applicable will have the discretion to implement this MOU in the manner that, in its best judgment, is in its best interests. Nothing in this MOU will direct, abrogate or alter the lawful responsibilities and discretion of the City or the Commission.

16. **Notice.** Any notice, demand, complaint, request, or other submission under this MOU will be in writing and will be given by personal delivery to the persons designated below, with copies delivered as indicated, or by US Mail, certified, return receipt requested, with copies mailed as indicated.

For the Commission: Executive Director
 201 North Broadway
 Escondido, CA 92025
 cphillip@sescondido.org

Copy: Agency Counsel
 201 North Broadway
 Escondido, CA 92025
 jepp@escondido.org

Copy: City Project Manager
 Charles E. Black
 14668 Encendido
 San Diego, CA 92127
 cblack@cburbandevelopment.com

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For Moorad Group: Jeffrey S. Moorad
North County Baseball LLC, a Delaware LLC
100 Park Blvd.
San Diego, CA 92101
bsblesq@yahoo.com

Copy: Gerard J. Kenny
Gibson, Dunn & Crutcher LLP
3161 Michelson Drive, Suite 1400
Irvine, CA 92612
GKenny@gibsondunn.com

17. **Counterparts.** This MOU may be executed in any number of separate counterparts and by each of the Parties in separate counterparts, each counterpart constituting an original, and all such counterparts constituting but one and the same agreement.

18. **Possessory Interest Taxes.** The use and occupancy of the Ballpark may create possessory interests subject to taxation by the State of California. The Operating Agreement will provide that the Moorad Group will pay the first \$15,000 of any possessory interest assessed during each year of the Term and the Commission will pay the balance.

19. **Governing Law.** This MOU will be governed by and construed according to the laws of California. Venue will be in California Superior Court for San Diego County, North County Branch.

20. **Successors and Assigns.** This MOU will be binding upon and will inure to the benefit of the Parties and their respective assigns; provided, however, that other than assignments to its affiliates, the Moorad Group will have no right to assign this MOU or its rights hereunder prior to Substantial Completion.

21. **Termination.** If the Implementing Agreements are not approved by the City Council on or before February 16, 2011, unless otherwise agreed to in writing by the Parties, this MOU will terminate without liability and neither party will have any rights or obligations with respect to the other.

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22. **Authority.** The individual(s) signing this MOU on behalf of each Party have the power, right and authority to (i) enter into this MOU and (ii) bind such Party with respect to the matters described herein.

This MOU is made this 15th day of December, 2010, by the Parties named below.

North County Baseball LLC, a Delaware
limited liability company

By: JSM Acquisition, L.P. a Delaware limited
partnership, its sole member

By: JSM Management LLC, a California
limited liability company, its managing general
partner

By: _____
Jeffrey S. Moorad
Manager

Community Development Commission of the
City of Escondido, a public body, corporate
and politic

By: _____
Sam Abed
Mayor

City of Escondido, a public body, corporate
and politic

By: _____
Sam Abed
Mayor

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding
this 15th day of December, 2010.

Jeffrey R. Epp, City Attorney

Exhibit 1
Baseline Program

Escondido Triple-AAA Ballpark – Program Narrative

Draft Version – ~~August 1, 2010~~ Revised August 27, 2010

Note: This document contains program information that is known at this time, outlining anticipated spaces, amenities and features of the Ballpark. It is the intent of the Parties that the Program narrative will serve as a guide for the Owner and the Architect during the design phase and that this information does not represent the Final Baseline Program.

General

The proposed facility will be design primarily for AAA minor league baseball. The building is also to be designed for other community events such as concerts, graduations, speaking engagements, etc.

Spectator Facilities

General Seating – Approximately 9,000 seats that may include premium, bleacher and berm seating. It is anticipated that 7,500 will be fixed seats. Minimum sightline clearance shall be 2-1/4" above the eye level of the spectator in the preceding row. The first row of seats behind home plate will be at approximately the elevation of the adjacent warning track. Riser height shall vary to provide the minimum sightline clearance. Aisles that contain seats on both sides shall be 48" wide, or as required by code with a 34" high handrail.

Disabled seating areas complying with applicable code requirements and current interpretations of ADA shall be distributed throughout all seating categories at all levels. These seating areas will provide spaces for wheelchairs and companion seating, and will be located on an accessible route.

Individual reserved seats will be provided according to the following general guidelines:

<u>Seating Category</u>	<u>Seat Width</u>	<u>Tread Depth</u>	<u>Seats Between Aisles</u>
Premium	22"	36"	12
Field Reserve	21"	33"	16

Standards and VIP Suites – Approximately ten (10) private suites for sale will be provided; six (6) standard suites and four (4) VIP suites. Suites may be distributed between suite and field levels. The fixed seating capacity for the six (6) standard suites will be twelve (12) exterior seats plus four (4) interior bar stools for the standard suite. The fixed seating capacity for the four (4) VIP suites will be sixteen (16) exterior seats plus four (4) interior bar stools.

Team Suite – One suite will be provided for Team Ownership's private use for dining and entertaining guests. This suite shall be appointed with amenities and finishes that are consistent with those of standard suites.

City Suite – One suite will be provided for the City's use for dining and entertaining guests. This suite shall be appointed with amenities and finishes that are consistent with those of standard suites.

Group Suites – Provide two (2) group suites of approximately 24 persons each to be sold on an individual game basis. The group suites will feature similar amenities to standard suites, but with a larger seating capacity.

Party Decks – Provide for two (2) outdoor party decks for use by groups with a capacity of 50 patrons each.

Premium Lounge – The Premium Seating Lounge provides Premium Seat Holders a club with food and beverage service and exclusive use of toilets located within the club. It is anticipated that 500 tickets will be associated with this lounge.

Restaurant – There will be one restaurant located on the main concourse with access to be determined.

Kids' Area – The Kids' Area shall consist of playground equipment.

Spectator Toilet Rooms – All public and premium toilet rooms will be accessible to the disabled and shall be equipped with accessories that include mirrors, shelves, diaper changing stations, and toilet partitions. Toilet rooms shall be provided for men and women distributed throughout the seating areas. The ratio of spectators to fixtures shall be based on a 50% male, 50% female attendance. Fixtures shall be provided based on local code requirements or not less than the following ratios: Lavatories = 1 per 200 men and 1 per 150 women; water closets = 1 per 75 for the first 1,500 men and 1 per 60 for the remainder exceeding 1,500. (Urinals can be substituted for 67% of required water closets for men.) Water Closets = 1 per 40 women for the first 1,500 and 1 per 60 for the remainder exceeding 1,500.

Family Toilets – Family toilet rooms shall be conveniently located for use by families with small children and disabled spectators requiring assistance.

Fan Information / Customer Relations Room – One (1) guest information station and Customer Relations Room shall be provided, either as a built-in booth or as a kiosk open to all sides.

Customer Relations Room / First Aid – Provide a customer relations space combined with a first aid station.

Ticket Windows – A minimum of fourteen (14) ticket windows shall be located near primary entrances to the Ballpark. Provide ten (10) exterior ticket windows at the main entrance and four (4) in a secondary location(s). All windows should be designed to allow for queuing.

Turnstiles – Provide reversible-registering turnstiles and space for ticket takers, at the rate of 1 turnstile (or entry location) for each approximately 840 spectators. Provide ~~electronic ticket reading equipment at each turnstile along with a handheld ticket reader for every turnstile.~~

Food Service & Retail Facilities

Concession Stands – Concession stands shall be located throughout the concourse. A ratio of 1 point of sale (P.O.S.) per every 150 spectators is to be provided.

Concession Kiosk Carts – Concession kiosk carts will be provided as needed, to supplement concession stands.

Vendor Pantries (Hawking Stations) – Vendor commissaries shall be provided at public concourses, distributed to provide ready access to vendors from all seating sections served by vendors/hawkers.

Team Retail Store – The main team store, selling team merchandise, will be located behind home plate, allowing entry from not only within the ballpark, but also from the exterior on non-game days.

Novelty Stands / Novelty Kiosks – Walk-up type novelty stands will be provided.

Main Commissary – The main commissary serves as the base of operations for the food service operator and as a warehouse for all food products served in the ballpark.

Central Kitchen – The main kitchen will be used to prepare all catered food in the ballpark.

Pantries – The Suite Level is to have a pantries/warming kitchen where catered food is served, requiring re-warming and final prep.

Circulation

Public Concourses – Concourses are the main circulation arteries around the ballpark. They shall provide convenient access to all spectator amenities and sized to allow comfortable movement throughout and to accommodate exiting requirements. Provisions shall be made for appropriate directional graphics, general lighting, water, and power for cleaning. Concourses shall be provided with space and utilities to support portable concession and novelty carts.

Ramps – Ramps will provided to make various areas accessible such as picnic areas, berm seating, etc.

Stairs – Stairs will be utilized as a means of vertical transport. All stairs will be equipped with handrails/guards as required by governing building codes.

Elevators/Escalators – Elevators will be located within the building to support necessary circulation and maximize efficiency. Elevator cabs should accommodate medical stretchers.

Media Facilities

Writing Press Area – There shall be approximately a ten (10) writer stations for the press, in a tiered seating (2-level) arrangement, with view of playing field from each tier.

Press Toilet Rooms – Toilet rooms for Writing Press and Broadcast Press shall be provided for men and women, conveniently located to both the press box and the broadcast booths.

Press Lounge – The press lounge shall be located on the same level as the press box, and will be used by both the print and broadcast media. Food catering will be out of the commissary kitchen.

TV Broadcast and Radio Booths – Provide six (6) lockable booths. Each booth shall have field side operable windows to allow open views to the field, with minimal vertical obstructions – in both open and closed positions.

Scoreboard/PA Booth – The scoreboard and video board control booth shall be located to allow view to the field with operable windows to allow staff to connect with crowd noise and energy. All systems required to operate the scoreboard shall be provided, including the video replay systems.

Staff Booth – Private booth for the game day staff will be provided at the Press Box Level with seating for 4 to 6 persons.

Press Conference Room – A press conference room with a capacity of 20 people shall be acoustically treated.

Broadcast Trucks – Provide space for at least two (2) mobile units and in-house cable termination. Provide sufficient power to this area to accommodate TV broadcast trucks.

Local TV (ENG) and Satellite Trucks (Location TBD) – Parking for 4 ENG and satellite trucks, at 40'x10' each should be provided with a clear line-of-sight to the appropriate satellite with power and cable routing at each satellite truck location.

Production Crew Area – Provide a lounge area for television production crews.

Storage Room – Provide a room, near the Broadcast Vehicle Parking area, with lockable cages, to be used by media, as needed.

Clubhouse Facilities

Home Team Clubhouse – Provide 40-35 wood lockers (approx. 36" x 36") with a quad outlet in each locker. Other spaces included within the Clubhouse area are as follows: Grooming Area / Toilet / Shower, Coaches Locker Room, Manager's Office, Manager/Coaches Conference Room, Video Room, Training Room / Hydrotherapy, Trainers Office, Strength and Conditioning Coach Office, Kitchen and Dining Area, Player Lounge, Weight Room, Clubhouse Manager Office and Storage Areas.

Visiting Team Clubhouse – Provide 40-35 lockers (approx. 36" x 36") Other spaces included within the Clubhouse area are as follows: Grooming Area / Toilet / Shower, Coaches Locker Room, Manager's Office, Training Room / Hydrotherapy, Kitchen and Dining Area, Weight Room, Clubhouse Manager's Office and Storage Areas.

Umpires' Facilities – The umpires shall have four (4) cubicle type lockers @ 48" w. each. Provide a grooming area and work area adjacent to the locker area.

Auxiliary Locker Room – The auxiliary locker room shall accommodate approximately thirty (30) 18" wide metal or plastic laminate lockers.

~~**Clubhouse Manager's Office** – The clubhouse manager's office shall be located outside the clubhouse.~~

Laundry Room – This laundry room services the home and visiting clubhouses.

Batting Tunnel – The batting tunnel will include (2) 20' x 90' cages, with 2 dirt mounds. It will be shared by the home and visiting teams. It is desired to have the Batting Tunnel directly accessible from the Home Clubhouse.

Service and Operations Facilities

Employee Entry /Check-in Area – All day-of-game employees and staff shall use a single entry gate in to the ballpark. This area shall include space for clock-in equipment and tackboard to post employee notices.

Day-of-Game Staff Locker Room – Men and Women locker facilities shall be provided for Day-of-Game staff.

Building Security – Provide a security command center to include a secure holding room with a fixed bench.

Janitor's Closets – Provide janitor's closet at approximately each pair of women's/men's public toilet rooms.

Trash/Recycling Area – Provide one 40-yd compactors, within the trash area.

Groundskeeper Office – Provide an office for the groundskeeper.

Equipment and Bin Storage Area – Provide a protected space for storage of equipment such as batting practice cage and various batting practice screens. Also provide bin space for 3 field maintenance material bins.

Maintenance Room – Provide a room for grounds crew staff and maintenance staff to store equipment and materials for maintenance. Provide a break room and small locker area for staff with toilet facilities.

General Storage – Provide a storage area for various materials and equipment, including any Cushman carts pallet jacks, etc.

Retail and Promotions Storage – Provide storage and distribution area for retail and promotional storage.

Administrative Offices – Provide a suite of administrative offices for the team within the ballpark that are comparable to other first class AAA ballparks.

Ticket Offices – Ticket Offices should be located adjacent to the main ticket windows and shall consist of a Ticket Manager Office, a Counting Room and a Ticket Storage Room.

Playing Field Facilities

Bullpens – Provide warm-up bullpens for home and visitors in the outfield. Bullpens should be visible from both dugouts. A field toilet room and drinking fountain for each team shall be adjacent to the bullpens.

Playing Field – The field is a natural grass, sand base, gravity drained system illuminated by metal halide focused beam lighting to meet AAA standards. The Playing Field configuration shall match the existing Petco Park dimensions, including field wall heights.

Foul poles, backstop, netting, batter's eye backdrop, and field wall pads are part of the basic ballpark field area. Protective tarpaulins, batting cages, bases, rubbers, balls, and other game equipment are supplied by the baseball team. Space and utilities for this equipment are part of the ballpark design.

Scoreboard / Videoboard – The Scoreboard/Video Board shall be located such that most spectators can view the board from their seats. It is anticipated that there will be some permanent advertising signage associated with the scoreboard/videoboard. The size and quality shall be consistent with other state of the art MiLB ballparks. Additionally, the Team will explore the possibility of placing LED on the outfield wall.

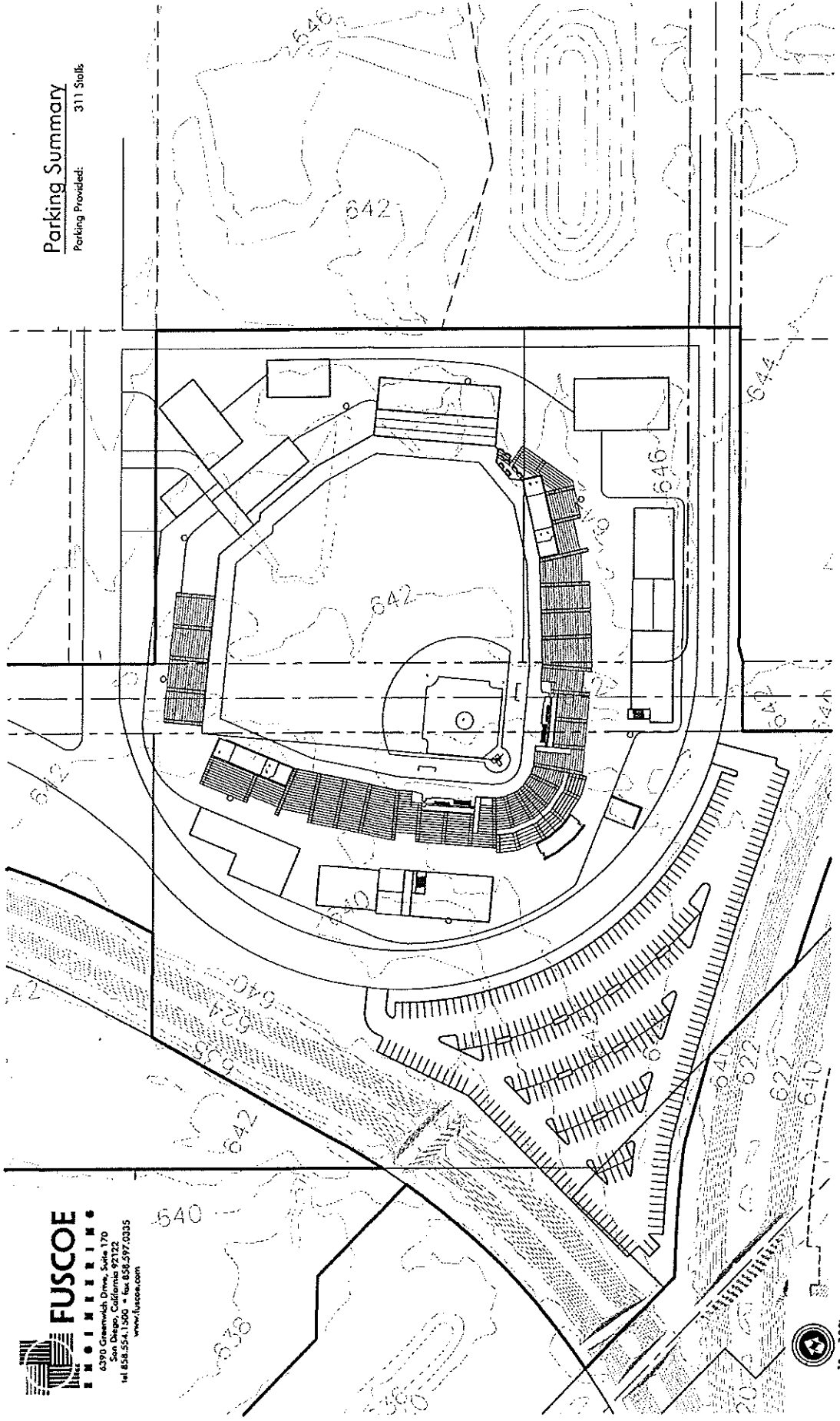
Miscellaneous

Television monitors shall be provided in designated locations, such as suite interiors, press box, and concession stands.

FF&E

Fixtures, furnishings and equipment shall be provided in appropriate spaces, such as offices and clubhouses.

Exhibit 2
Ballpark Site



West Parking Lot Site Plan
 Exhibit

Escondido AAA Ballpark

Exhibit 3 Project Schedule

Event	On or Before
Acquisition of Franchise by Moorad Group	December 31, 2010
Site Acquisition	
City/Commission completes acquisition of Spruce Street Property	December 31, 2010
City/Commission enters into Agreement to acquire NCTD Property	February 16, 2011
City/Commission provides schedule for maintenance yard relocation, including site remediation	February 16, 2011
Approval of Implementing Agreements	February 16, 2011
Preparation of City Budget	May 15, 2011
Redevelopment Plan Amendment	
City Council authorizes commencement of amendment process	January 1, 2011
City/Commission completes amendment of Redevelopment Plan	December 1, 2011
Entitlement Process	
City/Commission provides schedule for entitlement processing	January 1, 2011
City/Commission commences entitlement process	January 15, 2011
Pre-development	
Moorad Group executes contract with Populous	March 1, 2011

Moorad Group executes GMP Contract	December 1, 2011
Project Financing	
<i>City/Commission commences sale of bonds</i>	December 1, 2011
<i>City/Commission completes sale of bonds</i>	January 1, 2012
Site Delivery	January 1, 2012
Commencement of Construction	January 1, 2012