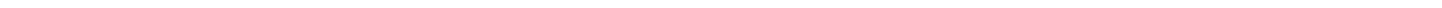


San Diego State University
5500 Campanile Drive



- Stadium Demolition and Maintenance: Upon the Closing Date, SDSU will assume responsibility for ongoing maintenance, up-keep and demolition of the existing stadium.
- Fenton Parkway Bridge: The Draft Environmental Impact Report (“DEIR”) does not include the Fenton Parkway Bridge (“Bridge”) as a Project component. Nevertheless, SDSU understands the City desires the Bridge as a separate facility, that is part of its long-term traffic circulation plan for the Mission Valley Community Plan area, and the City therefore believes that the Bridge has independent utility without regard to the Project. SDSU does not have detailed information from the City regarding the Bridge. With the cooperation, collaboration and support of SDSU, the City will pursue the Fenton Parkway Bridge as a separate City facility in the future and the Bridge must be and remain a separate City project for CEQA and all other purposes. Subject to the necessary CEQA compliance having been completed by or through the City and all other necessary parties, SDSU will construct a 2-lane, all weather, at grade with the trolley crossing (with turn lane) Bridge and fund its environmental review, design, permitting and construction. SDSU believes the Project’s share of future traffic under the DEIR’s “with bridge” scenario is approximately 25%, and on that basis, SDSU’s allocated contribution for Bridge costs would be approximately 25% of the total costs. SDSU will receive development impact fee credits. SDSU will also be entitled to use the City’s existing capital improvement project funds allocated to the Bridge (approximately \$1.3 million) for Bridge costs. The City will grant SDSU an easement, license and/or other rights necessary for SDSU to construct the Bridge. SDSU agrees it will construct the Bridge before occupancy of more than 65% of planned equivalent dwelling units for the Project. SDSU requests that the City allocate a maximum \$8.5 million of the purchase price proceeds towards construction of the Bridge. This represents the maximum City contribution for the bridge apart from applicable DIF credits.
- Additional Project Improvements: SDSU requests that the City allocate \$1.5 million of the purchase price proceeds in a separate account jointly controlled by the City and SDSU to be held for other related Project improvements.
- Transportation Improvements: In addition to the transportation mitigation responsibilities under the Final Environmental Impact Report (“FEIR”), SDSU will provide \$5,000,000 for additional traffic improvements in coordination with the City.
- River Park: SDSU will design, construct and maintain in perpetuity, the 34-acre River Park, and pay 100% of those costs. The River Park improvements will be completed no later than seven (7) years after the Purchase and Sale Agreement’s (“PSA”) effective date and prior to occupancy of any building on the Property, other than the new stadium.
- Additional 22 Acres of Parks: SDSU will design, construct and maintain at least 22 acres of population-based park facilities, owned by SDSU and available for general community use and enjoyment.
- Future City Recreation Center Site: SDSU will reserve an approximately one-acre site upon which the City may construct and operate a recreation center in the future, as called for in the Mission Valley Community Plan.

- Development Impact Fees: SDSU's non-state private development partners constructing non-SDSU facilities will pay development impact fees ("DIF")- - dv(9TJ0.(d)-8.3(Beea Tdϕ (l4c 8.3 .0

cc:

Honorable Council President Georgette Gómez
Council President Pro-Tem Barbara Bry
Councilmember Jennifer Campbell
Councilmember Chris Ward
Councilmember Monica Montgomery
Councilmember Mark Kersey
Councilmember Chris Cate
Councilmember Scott Sherman
Councilmember Vivian Moreno
Mara Elliott, City Attorney
Aimee Faucett, Chief of Staff
Kris Michell, Chief Operating Officer
Mike Hansen, Director, Planning Department
Cybele Thompson, Director, Real Estate Assets
Kevin Reisch, Senior Chief Deputy City Attorney
Melissa Ables, Deputy City Attorney