



THE CITY OF SAN DIEGO

## De Anza Harbor Resort Information





THE CITY OF SAN DIEGO

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FIRST AMENDMENT TO  
PURDY-WITCHER "DE ANZA POINT TOURIST AREA" LEASE

THIS AGREEMENT, dated this 21<sup>st</sup> day of October, 1952, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter called "Lessor" and M. F. PURDY and LILA WITCHER, hereinafter called "Lessee", WITNESSETH:

That for and in consideration of the mutual benefits to be derived from this amendment, it is agreed:

1. That that certain lease of the "De Anza Point Tourist Area" executed between the parties hereto on the 18th day of May, 1951, and filed with the City Clerk of said City as Document No. 433606, be, and it is hereby amended in this particular and none other, to-wit:

By substituting for the second paragraph in the seventh section of said lease, a new paragraph which shall read as follows:

"Lessor agrees to fill said areas with suitable materials. Lessee agrees to grade such fill in such a manner as to provide adequate surface drainage for the improvements to be placed thereon by the lessee. Lessee agrees to cover such areas as may be in need thereof with a dirt fill of not less than six (6) inches."

2. For all fill placed by lessee in accordance with the requirements of the second paragraph of the seventh section of said lease as hereby amended, lessor shall pay to lessee the sum of two and four tenth cents ( $\$0.024$ ) per square foot, payable monthly upon receipt of invoices therefor and certification by lessee as to the actual number of square feet of fill placed,

and the approval of said invoices and fill by the City Engineer of lessor.

The obligation of lessor to pay for such fill shall in no event exceed the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00) and said obligation shall cease four and one-half years from the effective date of this amendment, and thereafter any such fill shall be placed at the sole expense of lessee.

Payments hereunder shall be in full satisfaction of the grading, filling, inspection and engineering required by lessor with respect to the subject fill prior to this amendment.

3. Lessee accepts the obligations contained in this agreement in full satisfaction of the work required of lessor in the second sentence of the second paragraph of the seventh section of said lease, prior to its amendment herein.

It is also the intent of the lessee to hereby acknowledge that the fill placed by Frank Dredging Company under contract with The City of San Diego dated January 18, 1952, and filed in the office of the City Clerk as Document No. 443808 is accepted as suitable material.

4. Lessee shall have the right, prior to its occupancy of the leased premises, to enter thereon and perform such improvement work as lessee may consider desirable.

5. In the event that a situation arises which shall bring into operation or effect, the sixth section of said lease and at such time there is still due from lessor, moneys payable under section 2 of this agreement, then if the parties cannot negotiate a reasonable and just settlement, the obligation as to the placement of the then uncompleted fill shall revert to and be reimposed upon lessor in the same manner as it existed prior to the amendment herein contained.

IN WITNESS WHEREOF, this agreement on the day and year first hereinabove written, is executed by The City of San Diego, acting by its City Manager, pursuant to the authority contained in Resolution No. \_\_\_\_\_ of its City Council, and by the lessees herein.

THE CITY OF SAN DIEGO,

By E. B. Blum  
Assistant City Manager.

M. F. Purdy  
M. F. Purdy  
Lila Witcher  
Lila Witcher  
Lessees.

I HEREBY APPROVE the form and legality of the within First Amendment to Lease, this 20<sup>th</sup> day of Oct., 1952.

J. F. DiPAUL, City Attorney,

By Francis H. Blenker  
Deputy City Attorney.

Doc 499779  
Recd 113728

15

ASSIGNMENT OF LEASE

THIS ASSIGNMENT, made and entered into as of the 1st day of May, 1954, by and between MARIAN PESLER PURDY and LILA C. MITCHER, hereinafter sometimes referred to as "Assignors", and DE ANZA HARBOR INC., a California corporation, sometimes referred to as "Assignee",

W I T N E S S E T H:

That for and in consideration of the sum of \$1.00, this day in hand paid by the Assignee to the Assignors, receipt whereof is hereby acknowledged, and for other good and valuable consideration whether herein expressed or not, MARIAN PESLER PURDY and LILA C. MITCHER do hereby and by these presents sell, assign, transfer and set over unto DE ANZA HARBOR INC, a California corporation, all of their right, title and interest in and to that certain Lease dated May 18, 1951, between the CITY OF SAN DIEGO, a Municipal corporation, therein designated as "Lessor", and M. F. PURDY and LILA MITCHER, therein designated as "Lessee", which said Lease was filed with the City Clerk of the said City of San Diego as Document No. 433606, and as later amended pursuant to authority contained in Resolution No.108598 of the City Council of the City of San Diego, and the said Assignee does hereby and by these presents accept said assignment and undertakes and agrees to be bound by the terms and conditions of said Lease as amended, and does hereby obligate itself to perform each and every of the terms and conditions thereof as fully and to the same extent as though said Assignee had been named in said Lease as the original Lessee.

This Assignment is made to DE ANZA HARBOR INC., a California corporation, pursuant to the provisions of Paragraph number TWENTY-FIFTH of the above-entitled Lease dated May 18, 1951, upon the understanding, however, that such Assignment shall not become effective for any purpose until written consent of the Lessor has first been obtained and until such written consent

has been executed on behalf of Lessor by its City Manager.

IN WITNESS WHEREOF, the Assignors have executed this Assignment and the Assignee has caused the same to be executed for and on its behalf by its President and Secretary-Treasurer thereunto duly authorized, all as of the day and year first hereinabove written.

Marianne Desler Purdy  
MARIANNE DESLER PURDY  
Lila C. Witcher  
LILA C. WITCHER

"Assignors"

DE ANZA HARBOR INC., a California Corporation,

By Marianne Desler Purdy  
President  
Lila C. Witcher  
Secretary-Treasurer

"Assignee"

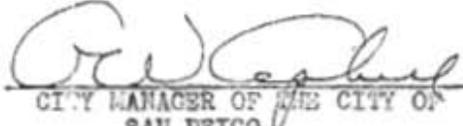
+

WRITTEN CONSENT OF CITY MANAGER OF  
THE CITY OF SAN DIEGO, A MUNICIPAL  
CORPORATION, TO ASSIGNMENT OF LEASE

On behalf of the City of San Diego, a Municipal corporation, named as "Lessor" in the above-mentioned Assignment, and as its City Manager, I HEREBY CONSENT TO the Assignment of said above-mentioned Lease being Document No. 433606, as amended, by the Lessees MARIAN PESLER PURDY and LILA C. WITCHER, hereinabove referred to as "Assignors" to DE ANZA HARBOR INC., a California corporation, hereinabove referred to as "Assignee".

DATED at San Diego, California, this 28<sup>TH</sup> day of

June, 1954.

  
CITY MANAGER OF THE CITY OF  
SAN DIEGO

THE FOREGOING IS APPROVED AS TO  
FORM AND CONTENT:

Alan M. Luastae  
CITY ATTORNEY FOR THE CITY OF  
SAN DIEGO, CALIFORNIA

DOCUMENT No. 1954-293

Filed AUG 3 1954

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

*Inspector of Sewer  
Department and the  
City of San Diego  
Five*

FORM 1882

*available copy 8-9-54  
Sanity  
County Assessor*

CITY NO. 53 293

00595

MODIFICATION OF LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of July, 1954, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City"; and DEL ANZA HARBOR INC., a California corporation, hereinafter called "Corporation", WITNESSETH:

WHEREAS, the City and the predecessors in interest of Corporation, Marian Fesler Purdy and Lila C. Witcher, have entered into and executed a Lease Agreement wherein City leased to such parties portions of Pueblo Lots 1793 and 1203, for the purpose of constructing, operating and maintaining thereon a tourist and trailer park area, which said Lease Agreement is filed in the office of the City Clerk as Document No. 433606; and

WHEREAS, Marian Fesler Purdy and Lila C. Witcher and Corporation entered into and executed an assignment of the aforementioned Lease Agreement, wherein said Purdy and Witcher assigned all their right, title and interest in and to said Lease Agreement to Corporation; and

WHEREAS, City and Corporation are desirous of modifying said Lease Agreement to alter and amend the provisions affecting public liability and property damage insurance, Workmen's Compensation Insurance, and extended coverage fire insurance, NOW, THEREFORE, in consideration of the mutual covenants and conditions,

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, as follows:

I.

Paragraph Fifteenth of said Lease Agreement herinabove described shall be, and the same is hereby modified and amended

to read as follows:

"Fifteenth. INSURANCE. Lessee agrees to take out and maintain public liability insurance with an insurance carrier satisfactory to City to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Lessee or any person acting for Lessee or under Lessee's control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Lessee or any person acting for Lessee or under Lessee's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this lease in the amounts of not less than ONE HUNDRED THOUSAND dollars (\$100,000.00) for one person injured in one accident and not less than THREE HUNDRED THOUSAND dollars (\$300,000.00) for more than one person injured in one accident, and in the amount of not less than TWENTY-FIVE THOUSAND dollars (\$25,000.00) with respect to any property damage aforesaid. Proof of such insurance shall be filed with City and shall be satisfactory in form to City. Said policies shall have a non-cancellation-without-notice-to-City clause and shall provide that copies of all cancellation notices shall be sent to City and shall also name the City as an additional insured. If Lessee does not keep such insurance in full force and effect, City may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be a part of the rental and paid as such on the next day upon which rent becomes due.

"Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible."

11.

Paragraph Sixteenth of said Lease Agreement hereinabove described shall be, and the same is hereby modified and amended to read as follows:

"Sixteenth. The Lessee further agrees to take out and maintain the required policy or policies of Workmen's Compensation Insurance covering employees of the Lessee, and to require any sublessee or concessionaire authorized by Lessee to use the leased premises to take out and maintain the required policies of Workmen's Compensation

00507

insurance covering the employees of such sublessee or concessionaire. The Lessee further agrees to take out and maintain extended Coverage Fire Insurance in an amount of not less than \$5,000.00, insuring the buildings and improvements on the leased premises. Proof of such insurance shall be filed with City and shall be satisfactory in form to City. Said policies shall have a non-cancellation-without-notice-to-City clause and shall provide that copies of all cancellation notices shall be sent to City and shall also name the City as an additional insured. If lessee does not keep such insurance in full force and effect, City may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be a part of the rental and paid as such on the next day upon which rent becomes due.

"Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible, and City shall have the right to increase these limits to an amount considered adequate as Lessee extends operations on the demised premises."

IT IS WITNESSED WHEREOF the parties hereto have caused this agreement to be executed, THIS CITY OF SAN DIEGO by its City Manager, acting pursuant to Resolution No. 13043 of the City Council, and DA AZEA HARBOR INC. by its President and Secretary-Treasurer, the day and year first above written.

THE CITY OF SAN DIEGO

By Earl Blum  
Assistant City Manager

DA AZEA HARBOR INC.,  
a California Corporation

By Francis DeWinstudy  
President  
Walter Whitehead  
Secretary-Treasurer

I HEREBY APPROVE the form and legality of the foregoing Agreement this 26 day of October, 1954.

J. F. DUPAIL, City Attorney

By Walter Whitehead  
Deputy City Attorney

524519

DOCUMENT NO.

FILED NOV 18 1955

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

*Amendment to Lease*

*Agreement with*

*De Anza Hotel, Inc.*

*ambitor  
Property*

*copy 11/22/55*

107

FILE NO. \_\_\_\_\_

00547 ③

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, executed this 10  
day of November, 1955, by and between THE CITY OF  
SAN DIEGO, a municipal corporation hereinafter called "City"  
and DE ANZA HARBOR INC. hereinafter called "Corporation",  
WITNESSETH:

WHEREAS, City and the predecessors in interest of Corporation  
have entered into and executed a lease agreement and amendments  
thereto wherein City leased to such parties portions of Pueblo  
Lots 1798 and 1208 for the purpose of constructing, operating  
and maintaining thereon a tourist and trailer park area, which  
said lease agreement and amendments are filed in the office of  
the City Clerk as Documents 433606, 458065, and 495332; and

WHEREAS, City and Corporation now desire to amend said  
lease agreement to provide for the exclusion from the term  
GROSS RECEIPTS certain revenue received by Corporation of a  
minor nature arising from materials furnished and services  
provided guests of Corporation as a convenience to such guests  
and to eliminate the necessity of City expending time in the  
auditing of such minor items; NOW, THEREFORE

In consideration of the mutual covenants and conditions,  
it is understood by and between City and Corporation that  
that portion of the abovementioned lease agreement providing  
for two percent of all gross receipts on all other sub-operations  
conducted as permitted by law on the leased premises be and the  
same is hereby amended to read as follows:

"Two percent (2%) of all gross receipts on all other  
sub-operations conducted as permitted by law on the leased  
premises. Provided, however, that minor item of gross  
income resulting from sales or services provided by the  
Lessee primarily from the convenience of the guests, in  
the opinion of the City Manager, may be excluded from  
rent computation by the Lessee providing Lessee has

previously requested in writing such exclusion, which has been approved in writing by the City Manager. Any such exclusion may be terminated at any time by written notice from City Manager to Lessee."

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City acting pursuant to Resolution No. \_\_\_\_\_ adopted NOV 1 1955, authorizing such execution, and said Corporation has caused this agreement to be executed by its proper officers thereunto duly authorized this 10 day of November, 1955.

THE CITY OF SAN DIEGO

By Earl Bow  
Assistant City Manager

DE ANZA HARBOR INC.

By Maurice K. ...  
President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15 day of November, 1955.

J. F. DuPAUL, City Attorney

By Alan M. ...  
Deputy City Attorney

L.H.

COURT NO. 505711  
MAY 28 1955  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

Resubmit to Board  
Agreement -  
the Longa Theater, Inc.  
operated under the  
the Longa St. Mission Bay

revisions  
Resubmit  
copy 05-25-52

FILM ROLL NO. 113 129 00573

ORIGINAL.

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, executed this 10 day of May, 1956, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City", and DE ANZA INTERIOR, INC., a corporation, hereinafter called "Lessee", WITNESSETH:

WHEREAS, City and the predecessors in interest of Lessee have heretofore entered into and executed a Lease Agreement and amendments thereto wherein City leased to such parties portions of Pueblo Lots 1793 and 1203 for the purpose of constructing, operating and maintaining Chevron a tourist and trailer park area, which said Lease Agreement and amendments are filed in the office of the City Clerk as Documents Nos. 433606, 458065, 495332 and 524948; and

WHEREAS, City and Lessee now desire to amend said Lease Agreement and amendments thereto, to change the completion date for two hundred (200) additional trailer units from November, 1956 and November, 1958, to November 23, 1960; and providing for the payment by Lessee to City beginning on December 1, 1958, for the equivalent additional rental that Lessee would pay to City if such two hundred (200) additional rental units had been completed on November 23, 1958; NOW, THEREFORE,

In consideration of the mutual covenants and conditions, City and Lessee hereby agree to amend Sub-paragraph 4, paragraph "Second" to read as follows:

"4. Lessee further agrees that it will during the subsequent four years of said lease, said period being November 24, 1956, through November 23, 1960, commence and have ready for occupancy an additional two hundred (200) trailer units to be placed either in area number

one or in area number two.

"Provided, however, that in the event that all or any part of said 200 units are not completed by November 23, 1958, then beginning on December 1, 1958, and for each month thereafter during the term of this agreement until said 200 units are constructed, Lessee shall pay monthly to City as additional rent a sum of money equal to the average rent paid to City per single trailer unit times each unit less than 200 units not so completed, computed as of the 15th day of each month. The average rent paid to City per single trailer unit shall be determined by dividing the total rent paid the City for the previous month by the average number of trailer park sites offered for rent during said previous month. The period November 24, 1958, through November 30, 1958, shall be prorated."

IN WITNESS WHEREOF, this Amendment to Lease Agreement is executed by The City of San Diego, acting by and through the City Manager of said City acting pursuant to Resolution No.           , adopted MAY 10 1956, authorizing such execution, and said Lessee has caused this Amendment to Lease Agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this amendment first above written.

THE CITY OF SAN DIEGO  
By Earl Blou  
Assistant City Manager

DE ANZA HARBOR, INC.  
By Maxine Steuber Purdy  
President

Approved as to Form  
and Legality this  
17 day of May, 1956.

J. F. DuPAUL, City Attorney  
By William F. [Signature] Deputy

80575

DOCUMENT NO. 2  
FILED  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

Amendment to Lease Agreement with  
De Anza Harbor, Inc. covering portions of  
Pueblo Lots 1798 and 1208 for constructing,  
operating and maintaining a tourist and  
trailer park area - re filling areas with dirt fill.

3/27/57

Property  
Park Dept  
Mission Bay  
Assessor  
Auditor

FIRM ROLL NO. 1

005777

ORIGINAL

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, executed this 7th day of March, 1957, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City" and DE ANZA HARBOR, INC., a corporation, hereinafter called "Lessee", WITNESSETH:

WHEREAS, City and the predecessors in interest of Lessee have heretofore entered into and executed a Lease Agreement and amendments thereto wherein City lease to such parties portions of Pueblo Lots 1798 and 1208 for the purpose of constructing, operating and maintaining thereon a tourist and trailer park area, which said Lease Agreement and amendments are filed in the office of the City Clerk as Documents Nos. 433606, 458065, 495332, 524548 and 535711; and

WHEREAS, said Lease Agreement and amendments require the City to provide fill dirt to the leased premises and require Lessee to grade such fill to provide adequate surface drainage for the improvements required to be placed thereon by Lessee, and require, in the alternate, that City pay Lessee the sum of two and four tenth cents (\$.024) per square foot for all fill dirt so placed by Lessee; and

WHEREAS, said Lease Agreement and amendments require such filling and grading to be completed by April 21, 1957, and City and Lessee now desire to extend such completion date to and including April 20, 1960; NOW, THEREFORE,

In consideration of the mutual covenants and conditions, City and Lessee hereby agree to amend the second paragraph of Section "Seventh" of said Lease Agreement to read as follows:

"City agrees to fill said areas with suitable material and in such a manner to provide adequate surface drainage for the improvements to be placed thereon by the Lessee. The City agrees to cover said areas with a dirt fill of not less than six inches (6"). In the event that Lessee

places such fill dirt, City shall pay to Lessee the sum of two and four tenth cents (\$.024) per square foot, payable monthly upon receipt of invoices therefor, and certification by Lessee as to the actual number of square feet of fill placed and the approval of said invoices and fill by the City Engineer. The total obligation of City for the placing of such fill dirt, or the compensation of Lessee under the terms of this Lease Agreement and amendments shall in no event exceed the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00), which shall include all fill placed on the leased premises since the execution of said Lease Agreement. The obligations for placing such fill dirt or compensating Lessee, therefore, shall cease on April 20, 1960; and thereafter any fill shall be placed at the sole expense of Lessee."

IN WITNESS WHEREOF, this amendment to Lease Agreement is executed by The City of San Diego, acting by and through the City Manager of said City pursuant to Resolution No. 1110 authorizing such execution, and is executed by Lessee by its proper officer thereunto duly authorized, the day and year in this amendment first above written.

THE CITY OF SAN DIEGO

By *E. C. Blaw*  
Assistant City Manager

DE ANZA HARBOR, INC.

By *Francis Decker Pendergast - Pres.*

I HEREBY APPROVE the form and legality of the foregoing amendment this 12 day of March, 1957.

J. F. DuPAUL, City Attorney

By *Alan M. Friedman*  
Chief Deputy

DOCUMENT NO. 595198

FILED JUL 22 1959  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

... .. with  
... .. for operation  
of a Trailer Park.

... ..  
... ..  
... ..  
... ..  
... ..

FILM ROLL NO. 157 176

00581

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, executed this 16<sup>th</sup> day of July, 1959, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City" and DE ANZA HARBOUR, INC., a California Corporation, hereinafter called "Lessee", WITNESSETH:

WHEREAS, City and the predecessors in interest of Lessee have heretofore entered into and executed a Lease Agreement and amendments thereto wherein City leased to such parties portions of Pueblo Lots 1798 and 1206 for the purposes of constructing, operating and maintaining thereon a tourist and trailer park area, which said Lease Agreement and amendments are filed in the office of the City Clerk as Documents Nos. 433606, 458065, 495332, 524548 and 535711; and

WHEREAS, City and Lessee now desire to amend said Lease Agreement as hereinafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants and conditions herein contained, the provisions of said Lease Agreement, as contained in letter dated June 14, 1949, executed by W. F. Purdy and R. S. Witcher, attached to said Lease Agreement and made a part thereof, are hereby amended as follows:

1. The number of trailer sites within Area "A" shall at option of Lessee be reduced from 500 to 350.
2. At the option of Lessee automobiles owned by the occupant of each trailer site may be parked on that occupant's trailer site.
3. The minimum size of trailer sites for the 126 transient units in Unit #3 shall be not less than 1000 square feet in area.
4. In the event that the San Diego Municipal Code is amended to permit the construction of carports on trailer sites, then, at the option of Lessee, carports may be constructed on any or all such trailer sites.
5. Lessee shall be required to maintain and use 126 trailer sites contained in Unit #3 for transient trade. Occupancy of such trailer sites shall be limited to, not to exceed 6 months within any 12 month period, and Lessee shall also maintain adequate records in order to determine the period of occupancy of the tenants within said Unit #3.

00582

It is the intent of the parties under the requirements of this paragraph that trailer sites in the transient area shall be made available for the public on a "First come - First served" basis, subject however, to reasonable rules, regulations and restrictions of the De Anza Trailer Park. Occupancy by the same person or persons within the transient area exceeding a total of 6 months within any 12 month period shall constitute violation of the requirements of this paragraph, and the City shall have the right to require that the Lessee immediately terminate the occupancy of any tenant who is in violation of any of the above restrictions.

Lessee shall begin construction of improvements in Unit No. 3 within 60 days after the execution date of this amendment and shall pursue said development in a continuous and diligent manner to its completion.

IN WITNESS WHEREOF, this Amendment to this Lease Agreement is executed by the City acting by and through the City Manager of said City, under and pursuant to Resolution No. 155751 authorizing such execution, and the Lessee has caused this Amendment to be executed and its corporate name and seal to be affixed by the proper officers, the day and year first above written.

THE CITY OF SAN DIEGO

By

Flitich  
City Manager

De Anza Harbor, Inc.  
Lessee

Marion Taylor Rudy  
President

I HEREBY APPROVE the form and legality of the foregoing Lease Amendment this 20 day of July, 1959.

J. P. DU PAUL, City Attorney

By

Alan [Signature]  
Chief Deputy

00583

606880 2-14

FILED APR 14 1960  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

Leesa-Amendment-Mission Bay -

De Anze Harbor, Inc.-pers. P.L. 1798 & 1208  
tourist & trailer park area.

cc: Property  
Auditor  
Park & Rec.  
Co. Assessor-

APR 14 1960

175 232

00585

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, executed this 6<sup>th</sup> day of April, 1960, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City" and IDA NEA HARRON, INC., a corporation, hereinafter called "Lessee", WITNESSETH:

WHEREAS, City and the predecessors in interest of Lessee have heretofore entered into and executed a Lease Agreement and amendments thereto wherein City lease to such parties portions of Pueblo Lots 1798 and 1208 for the purpose of constructing, operating and maintaining thereon a tourist and trailer park area, which said Lease Agreement and amendments are filed in the office of the City Clerk as Documents Nos. 433606, 458065, 495332, 524548, 535711 and 550738; and

WHEREAS, said Lease Agreement and amendments require the City to provide fill dirt to the leased premises and require Lessee to grade such fill to provide adequate surface drainage for the improvements required to be placed thereon by Lessee, and require in the alternate, that City pay Lessee the sum of two and four tenth cents (20.02¢) per square foot for all fill dirt so placed by Lessee; and

WHEREAS, said Lease Agreement and amendments require such filling and grading to be completed by April 21, 1960 and City and Lessee now desire to extend such completion date to and including April 20, 1962; NOW, THEREFORE,

In consideration of the mutual covenants and conditions, City and Lessee hereby agree to amend the second paragraph of Section "Seventh" of said Lease Agreement to read as follows:

"City agrees to fill said areas with suitable material and in such a manner to provide adequate surface drainage for the improvements to be placed thereon by the Lessee. The City agrees to cover said areas with a dirt fill of not less than six inches (6"). In the event that Lessee places such fill dirt, City shall pay to Lessee the sum of two and four tenths cents (20.02¢) per square foot, payable monthly upon receipt of invoices therefor, and certification by

Lessee as to the actual number of square feet of fill placed and the approval of said invoices and fill by the City Engineer. The total obligation of City for the placing of such fill dirt, or the compensation of Lessee under the terms of this Lease Agreement and amendments shall in no event exceed the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00), which shall include all fill placed on the leased premises since the execution of said Lease Agreement. The obligations for placing such fill dirt or compensating Lessee, therefore, shall cease on April 20, 1962; and thereafter any fill shall be placed at the sole expense of Lessee."

Lessee shall, on or before April 21, 1961, submit plans to City for City approval for construction of improvements in Area "A". Said plans shall show construction of a minimum of 125 trailer space units. Lessee shall begin construction of improvements in said Area "A" within 180 days after approval by City of the construction plans and shall pursue said development in a continuous and diligent manner to its completion.

IN WITNESS WHEREOF, this amendment to Lease Agreement is executed by The City of San Diego, acting by and through the City Manager of said City pursuant to Resolution No. 159932 authorizing such execution, and is executed by Lessee by its proper officer thereunto duly authorized, the day and year in this amendment first above written.

THE CITY OF SAN DIEGO

By George E. Bean  
City Manager

BY ANZA HARBOR, INC.

By Monica Felicia Purdy

I HEREBY APPROVE the form and legality of the foregoing amendment  
this 11 day of April, 1960.

J. F. DU PAUL, City Attorney

By Alan M. Frazier  
Chief Deputy

DOCUMENT NO. 647346

FILED OCT 22 1962

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

(Lease-H. Bay, Deanza Pt.)

OCT 19 4 58 PM 1962  
SAN DIEGO, CALIFORNIA

CITY OF SAN DIEGO

Amendment  
Lease agreement with Deanza Harbor, Inc. -  
portions of P/L 1798 & 1208 - construct,  
operate & maintain a tourist and trailer  
park area - Lessee to fill area with fill  
dirt - City to reimburse

cc: Auditor  
Cc. Assessor - J. Collins  
Park & Rec - Dolan  
Mission Bay Park - F. Cooke

Dup Orig to H.B. Park - F. Cooke, for transmittal

00612

AMENDMENT TO LEASE AGREEMENT

This Amendment, executed this 17 day of October, 1962, by and between the CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and DEANZA HARPER, INC., a California corporation, hereinafter called "LESSEE," WITNESSETH:

WHEREAS, CITY and the predecessors in interest of LESSEE have heretofore entered into and executed a Lease Agreement and amendments thereto, wherein CITY leased to such parties portions of Pueblo Lots 1798 and 1208 for the purpose of constructing, operating and maintaining thereon a tourist and trailer park area, which said Lease Agreement and amendments are filed in the office of the City Clerk as Documents Nos. 433606, 458065, 495322, 528548, 535711, 550305, 595198 and 606890, and

WHEREAS, said Lease Agreement and amendments require the CITY to provide fill dirt to the Leased Premises and require LESSEE to grade such fill to provide adequate surface drainage for the improvements required to be placed thereon by LESSEE, and require in the alternate that CITY pay LESSEE the sum of TWO AND FOUR TENTH CENTS (\$.024) per square foot for all fill dirt so placed by LESSEE, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions, CITY and LESSEE hereby agree to amend and modify said lease Agreement to provide as follows:

1. THAT THE SECOND PARAGRAPH OF THE SEVENTH SECTION OF SAID LEASE AGREEMENT IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED THEREFOR:

LESSEE shall have the right to fill said lease area with suitable material in such a manner to provide adequate surface drainage for the improvements to be placed thereon. In the event that LESSEE places such fill dirt, CITY shall pay to LESSEE the sum of TWO AND FOUR TENTH CENTS (\$.024) per square foot, payable upon completion of all underground utilities and fill dirt is placed on Lease Premises and is graded. LESSEE shall furnish CITY certified, by LESSEE, invoices as to the actual number of square feet of fill placed. Said invoices and fill placed shall be subject to approval by the City Engineer. The total obligation of CITY to pay LESSEE for the placing of such fill dirt on the Lease Premises under the terms of this Lease Agreement and amendments shall in no event exceed the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00), of which FORTY-FIVE THOUSAND, FIVE HUNDRED DOLLARS AND SEVEN AND SEVEN/100 CENTS (45,563.69) has been paid to LESSEE as of this date. Therefore, the total obligation of CITY to pay as compensation to LESSEE for placing the fill dirt on Lease Premises under this Amendment shall in no event exceed FORTY-FOUR THOUSAND, FOUR HUNDRED THIRTY-SIX DOLLARS AND THIRTY-ONE CENTS (43,436.31). The obligation of CITY to compensate LESSEE therefor shall cease on June 15, 1963.

II. THAT THE FOLLOWING IS HEREBY ADDED TO THE SIXTH SECTION OF SAID LEASE AGREEMENT:

LESSEE shall, on or before the effective date of this Amendment, submit plans to CITY for CITY approval for construction of the final phase of development. Said plans shall consist of complete working plans and specifications, excepting therefrom the recreation area, of the final phase of development.

LESSEE shall begin construction of said improvements within 120 days after approval of CITY of the construction plans and shall pursue development in a continuous and diligent manner to its completion, which shall be no later than June 15, 1963. Further, LESSEE shall commence construction of the recreation area upon completion of the above, in no event later than December 31, 1963, and pursue in a continuous and diligent manner to its completion. Provided, however, that in the event all or any part of the final phase of development, excepting therefrom said recreation area, is not completed by June 15, 1963, then beginning on June 16, 1963, and for each and every month thereafter during the term of this agreement until said development is completed, LESSEE shall pay monthly to CITY as additional rent, a sum of money equal to SEVENTY-FIVE PERCENT (75%) of the average rent paid to CITY per single trailer unit times the number of units not so completed, computed as of the 15th day of each month. The average rent paid to CITY per single trailer unit shall be determined by dividing the total rent paid the CITY, excepting therefrom rent paid to CITY from the Vacation Unit, for the previous month by the average number of trailer park sites, excepting therefrom the number of trailer park sites in the Vacation Unit, offered for rent during said previous month. Provided, however, City Manager shall have the right to extend for a period of thirty (30) days any of the aforementioned provisions, if in his opinion, good cause is shown why an extension should be made.

It is further agreed that the above described schedules for construction of the above described improvements shall be extended for such periods as LESSEE is prevented from proceeding with construction due to causes beyond its reasonable control (Acts of God, governmental restrictions, strikes, shortages of material or labor).

III. THAT THE FOLLOWING IS HEREBY ADDED TO THE FIFTH SECTION OF SAID LEASE AGREEMENT:

Any amount due City from income accruing to the LESSEE from coin-operated machines and telephones in which the LESSEE has no ownership equity shall be computed in accordance with percentage basis as set forth in this section, on the basis of income received by LESSOR, rather than the total gross income of said machines or telephones. Provided, however, that in the event the total gross income of said machines and/or telephones exceeds the amount of five hundred dollars (\$500.00) per month, then the total amount due City from income derived from said machines and/or telephones shall be computed under said percentage basis as set forth in this section on the basis of the total gross income of said machines and/or telephones, rather than on the income received by Lessee.

IN WITNESS WHEREOF, this Amendment to Lease Agreement is executed by the CITY OF SAN DIEGO, acting by and through the City Manager of said CITY, pursuant to Resolution No. 173050 authorizing such execution, and is executed by LESSEE by its proper officer thereunto duly authorized, the day and year in this Amendment first above written.

THE CITY OF SAN DIEGO

By E. C. Kew  
Acting City Manager

DEANZA HARBOR, INC.

By Nathan Askin Merckus

By John C. Anderson, Jr.

I HEREBY APPROVE the form and legality of the foregoing Amendment  
this 1<sup>st</sup> day of Oct, 1962.

ALAN M. FIRESTONE, City Attorney

By Robert Steag  
Deputy

RESOLUTION No. 173090

ADOPTED ON APR 18 1962

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

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, an amendment to lease agreement between The City of San Diego and Deanna Warner, Inc., in connection with the leasing of portions of Pueblo Lots 1701 and 1203, under the terms and conditions set forth in the form of amendment to lease agreement on file in the office of the City Clerk under Document No. 647212.

Presented By \_\_\_\_\_

APPROVED: ALAN H. WINESTONE, City Attorney

By \_\_\_\_\_  
Chief Deputy City Attorney

rjt  
3/20/62

00616

DOCUMENT NO. 730521

FILED JAN 7 1970  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

(Lease-M.B. Park De Anza Point)

- 9th Amendment to Lease Agreement with De Anza Harbor, Inc.  
covering De Anza Trailer Park, Mission Bay providing that:
- (1) Mission Bay Assoc. will retain ownership of 5% of stock of De Anza Harbor, Inc.
  - (2) Mission Bay Assoc. to provide competent management to City's satisfaction
  - (3) Amend exclusive right to operate only transient tourist trailer park within one-mile radius to exclude 6-15 through 9-15 each year
  - (4) Provide for redevelopment plan & schedule to be submitted by Lessee
  - (5) Auth transfer of stock of 2 sub-lease corporations to Assoc. Mobile Estates
  - (6) Anti-Discrimination Clause
- R-198717 12-18-69

cc: Avd 3C  
Property - 5A  
Dup. Orig. Property - 5A  
Recreation Director - 9B 10  
County Assessor - BB 1-1-70

00641

NINTH AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT executed by and between THE CITY OF SAN DIEGO, a municipal corporation (CITY), and DE ANZA HARBOR, INC., a California corporation (LESSEE):

A. Heretofore, CITY entered into a lease agreement dated May 13, 1951, a copy of which lease agreement is filed in the Office of the City Clerk as Document No. 433606, which lease agreement was assigned to LESSEE herein by assignment filed in the Office of the City Clerk as Document No. 499799 and which lease agreement was amended by those certain agreements filed in said Office of the City Clerk as Document Nos. 458065, 495332, 524548, 535711, 550308, 595193, 606880 and 647346; and

B. The parties hereto now desire to further amend said lease agreement in the manner herein set forth.

*Handwritten initials: "BY" with a signature.*

NOW, THEREFORE, CITY and LESSEE hereby agree and ~~ASSIGNEE hereby consents~~ as follows:

I. That Section Twenty-fifth of said lease is hereby deleted in entirety and the following is substituted therefor:

"Twenty-fifth.

"(a) The corporation named herein as LESSEE shall:

*Handwritten initials: "BY" with a signature.*

(1) remain owned and controlled by MISSION BAY ASSOCIATES, a limited partnership whose general partner<sup>are</sup> ~~is~~ Herbert K. Gelfand, and LIBERTY TRADING, INC., a <sup>LEASING</sup> California corporation, to the extent of at least 51% of <sup>LESSEES</sup> ~~its~~ issued and outstanding stock, and

(2) maintain competent management to CITY'S satisfaction throughout the term of this lease agreement, provided further that CITY'S approval of such management shall not be unreasonably withheld.

"(b) Notwithstanding the provisions of this Paragraph Twenty-five or Paragraph Twelve hereof, the CITY hereby consents to the assignment of the stock interests and the hypothecation of the assets, including this lease, of MISSION BAY ASSOCIATES, a limited partnership, to MARIAN MARCHAND, LILA C. WITCHER and ROBERT W. HARPER, and to the reassignment <sup>thereof to them</sup> thereof in the event of default of MISSION BAY ASSOCIATES as to this Lease Agreement, or that certain Purchase Agreement dated as of July 1, 1969, between MISSION BAY ASSOCIATES, and MARIAN MARCHAND, LILA C. WITCHER and ROBERT W. HARPER. In the event default and reassignment as aforesaid has occurred prior to the commencement of approved redevelopment as provided in Paragraph Twenty-ninth hereof, the provisions of said Paragraph Twenty-ninth shall not apply to MARIAN MARCHAND, LILA C. WITCHER and ROBERT W. HARPER, <sup>or heirs</sup> ~~as their successors~~ ~~in interest.~~"

II. That Section Twenty-seventh of said lease is hereby deleted in entirety and the following is substituted therefor:

"Twenty-seventh. The CITY agrees that in the event CITY deems it advisable to develop other tourist trailer parks in Mission Bay Park, the LESSEE is hereby granted the right of first refusal to operate said additional trailer parks, providing the LESSEE agrees to operate said additional trailer parks on terms equal to the terms and conditions of any other party and on terms and conditions similar to those set forth in this lease and to be mutually agreed upon. The CITY further agrees that so long as this lease is in effect, exclusive only of the period commencing with June 15th and ending with September 15th of each year of said term, the CITY will not lease to any other Lessee, any area within one mile distant from the leased premises for trailer park purposes."

III. That the following Section Twenty-ninth is hereby added in sequence to said lease agreement:

"Twenty-ninth. Notwithstanding any other covenant or condition of this lease to the contrary, within one year following the effective date of the 9th Amendment to Lease Agreement hereof, which for purposes of this provision shall mean the date upon which City Council authorizes this amendment, Lessee shall submit to the City Manager a plan for the redevelopment of said premises which shall include new uses for said premises compatible with the purposes of MISSION BAY PARK and the highest and best use of the real property, a suggested schedule for implementing said new uses and terminating existing uses, the proposed method of financing said redevelopment, the economic feasibility of said redevelopment and the manner in which any conflicting terms and conditions of this lease, as they may then exist, are to be modified, amended or supplemented in order to provide for said redevelopment. In the event the City Manager approves said redevelopment plan, the City shall have the option for 12 months following its submission to the City Manager to adopt the redevelopment plan and modify, amend or supplement this lease. In the event the City Manager does not approve of said redevelopment plan within 90 days of receipt by City Manager of said plan and makes recommended modifications of said plan to LESSEE, LESSEE shall, in good faith, consider City Manager's recommendation and resubmit said plan to the City Manager within 90 days of receipt by LESSEE of said recommendation. Upon resubmission by Lessee, as aforesaid, CITY shall have the option for 12 months following receipt of the plan to adopt it and modify, amend or supplement this lease in order to provide for said redevelopment. Upon adoption by the CITY of the redevelopment plan, CITY shall, at the same time, amend, modify or supplement this lease as described in said redevelopment plan and LESSEE shall exercise its best efforts to perform in accordance with the provisions, conditions and terms as described in said redevelopment plan, subject to the ability of LESSEE to obtain adequate financing. In the event CITY

does not adopt said redevelopment plan within said 12 month period, then this lease shall remain in full force and effect as to all covenants and conditions then existing without liability of the CITY for failure to so adopt. In the event the CITY has adopted said redevelopment plan and agreed to modify, amend, or supplement this lease and the redevelopments contemplated by said plan do not occur within three (3) years after adoption, as aforesaid, then, in that event, the rental requirement of 5% of gross income from trailer park rentals as specified in Section Fourth hereof shall be increased to 10% of said gross income immediately and automatically and remain in effect until said redevelopment is commenced. In the event only that LESSEE fails to submit a plan for redevelopment to the City Manager within one year following the effective date of the 9th Amendment to the Lease Agreement hereof, together with an extension not to exceed 90 days granted by the City Manager in his sole discretion or any other extensions granted by the City Council, then the rental requirement of 5% on gross income from trailer park rentals as specified in Section 4th hereof shall be increased to 20% of said gross income immediately and automatically effective upon the first anniversary following said effective date of said 9th Amendment to Lease Agreement hereof or any extensions thereof granted by the City Manager or City Council, as aforesaid."

IV. That the following Section Thirtieth is hereby added in sequence to said lease agreement:

"Thirtieth.

"Whereas, heretofore, CITY consented to that certain sublease between LESSOR herein and DE ANZA TRAILER HARBOR UNIT ONE, a California corporation, filed in the Office of the City Clerk as Document No. 499780, CITY hereby further consents to the assignment, sale and transfer of all stock interest or assets of DE ANZA TRAILER HARBOR UNIT ONE to ASSOCIATED MOBILE ESTATES, a limited partnership, subject to all of the terms, conditions and obligations of this lease, and

Whereas, heretofore CITY consented to that certain sublease between LESSEE herein and DE ANZA TRAILER HARBOR UNIT TWO, a California corporation, filed in the Office of the City Clerk as Document No. 528982, CITY hereby further consents to the assignment, sublease, sale and transfer of all stock interest or assets of DE ANZA TRAILER HARBOR UNIT TWO to ASSOCIATED MOBILE ESTATES, a limited partnership, subject to all of the terms, conditions and obligations of this lease.

*Handwritten initials/signature*

V. Thirty-first. That the following Section Thirty-first is hereby added in sequence to said lease agreement:

ANTI-DISCRIMINATION. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, creed or national origin in LESSEE'S use of the premises, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment."

VI. This Ninth Amendment to Lease Agreement shall be effective as of the day the same is executed by the CITY.

VII. Nothing herein is intended to alter or amend any other covenant or condition of said Lease Agreement.

THE CITY OF SAN DIEGO,  
a Municipal corporation

By: *[Signature]*  
City Manager

LESSEE:

DE ANZA HARBOR, INC., a California corporation

By: *[Signature]*  
Dr. *[Signature]*, Secretary

APPROVED AS TO FORM AND LEGALITY THIS NINTH AMENDMENT TO  
LEASE AGREEMENT THIS 5<sup>th</sup> DAY OF November,  
1970.

JOHN W. WITT, City Attorney

By *W. J. ...*  
Deputy

Jm

DOCUMENT No. 458065

OCT 30 1952

Filed

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

Quit Mortgage to  
Wesley - White  
of Imperial Co  
County, Cal  
for  
value

Form 1282

Amended

Recording

Erwin

STREET NO. 5th 135

Sub. was mailed to Box 63, Bonita, Calif.  
Nov. 5-52

copy Nov. 5-52

00171

De Anza HARBOUR KEYS  
MOBIL ESTATES

F.T.P.

DOCUMENT No. 433606

Filed ..... MAY 21 1951 .....

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

Recd  
H. J. Gurely and  
Lila Wilster  
for land on  
along a point Miramir Bay  
Page 1289

and -  
Miramir Bay - copy from Managers  
Property - 5-21-51  
Managers -

FILED FOLD NO. 29 277

CO. Answer copy of 4-29-52  
00120

L E A S E

THIS LEASE, made and entered into in duplicate this 15<sup>th</sup> day of March, 1951, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "lessor", and W. F. FURDI and LILA WITCHER, hereinafter designated as the "lessee", WITNESSETH:

That the lessor, for the considerations hereinafter set forth, hereby leases to the lessee for the term and upon the conditions hereinafter set forth those certain portions of the tidelands of Mission Bay granted to The City of San Diego by act of the Legislature of the State of California, approved April 27, 1945, and entitled, "An Act granting certain lands, tidelands and submerged lands of the State of California to The City of San Diego upon certain trusts and conditions", which portion of tidelands hereby leased is hereinafter referred to as "De Anza Point Tourist Area", and those certain portions of the California State Park Lands in The City of San Diego, County of San Diego, State of California, leased to The City of San Diego by an agreement entered into the 29th day of June, 1945, between the State Park Commission of the State of California and The City of San Diego, and more particularly described as follows:

The real property covered by this lease is located at the Northeast corner of Mission Bay in The City of San Diego, County of San Diego, State of California, as shown on City Engineering Department's Map No. 3-429 and described as follows:

Parcel No. 1 shall consist of the following areas:  
That portion of Pueblo Lot 1798 of the Pueblo Lands of San Diego according to a map thereof made by James Pascoe in 1870, a copy of which map was filed in the Office of the Recorder of San Diego County, November 14, 1921 and known as Miscellaneous Map No. 36 and more particularly described as follows:

Beginning at a point which is shown as Station No. 1 on the U.S. Coast and Geodetic Survey of the Mean High Water Line of Mission Bay on Miscellaneous Map No. 69 filed in

the Office of the Recorder of San Diego County on March 8, 1926, said point of beginning being South  $14^{\circ} 35'$  East a distance of 446.92 feet from the Northeasterly corner of Pueblo Lot 1798; thence South  $72^{\circ} 40'$  West a distance of 587.40 feet to a point shown as Station "E" on Miscellaneous Map No. 69; thence South  $78^{\circ} 21'$  West a distance of 574.48 feet, more or less, to a point on the Mean High Tide Line of Mission Bay; thence Northerly along the Mean High Tide Line a distance of 390.79 feet, more or less; thence North  $75^{\circ} 37' 15''$  East a distance of 590.11 feet to a point tangent to a curve; thence Easterly along the arc of a curve concave to the right with a radius of 1,500 feet through an angle of  $15^{\circ} 14' 33''$  a distance of 399.05; thence South  $89^{\circ} 08' 12''$  East a distance of 151.54 feet to a point on a straight line between the Northeasterly corner of Pueblo Lot 1798 and the point of beginning; thence South  $14^{\circ} 35'$  East a distance of 294.32 feet to the point of beginning, containing 10.20 acres, more or less.

1A. That portion of Pueblo Lot 1208 of the Pueblo Lands of San Diego according to a map thereof made by James Pascoe in 1870, a copy of which Map was filed in the Office of the Recorder of San Diego County, November 14, 1921 and known as Miscellaneous Map No. 36, more particularly described as follows:

Beginning at a point which is shown as Station No. 1 on the U. S. Coast and Geodetic Survey of the Mean High Water Line of Mission Bay on Miscellaneous Map No. 69 filed in the Office of the County Recorder on March 8, 1926, said point of beginning bears South  $14^{\circ} 35'$  East a distance of 446.92 feet from the Northeasterly corner of Pueblo Lot 1798; thence North  $72^{\circ} 26'$  East a distance of 209.53 feet; thence due North 118.97 feet to the tangent point of a curve; thence along a curve concave to the left with a radius of 100 feet through an angle of  $89^{\circ} 8' 12''$  a distance of 155.57 feet; thence North  $89^{\circ} 08' 12''$  West a distance of 175.92 feet to a point on a straight line between the Northeasterly corner of P.L. 1798 and the point of beginning; thence South  $14^{\circ} 35'$  East a distance of 294.32 feet to the point of beginning, containing 1.32 acres, more or less.

1B. That portion of Mission Bay granted to The City of San Diego by act of the legislators of the State of California, approved April 27, 1945 entitled "An Act Granting Certain Lands, Tidelands and Submerged Lands of the State of California to The City of San Diego upon Certain Trusts and Conditions" and more particularly described as follows:

Beginning at a point 446.92 feet South  $14^{\circ} 35'$  East from the Northwesterly corner of Pueblo Lot 1798, said point being shown on Miscellaneous Map No. 69 filed in the Office of the County Recorder on March 8, 1926, as Station No. 1 on the U. S. Coast and Geodetic Survey of the Mean High Water Line of Mission Bay; thence South  $72^{\circ} 40'$  West a distance of 587.40 feet; thence South  $78^{\circ} 21'$  West a distance of 574.48 feet, more or less, to a point on the Mean High Tide Line of Mission Bay; thence Southerly along said Mean High Tide Line a distance of 1041.08 feet, more or less; thence North  $79^{\circ} 48' 30''$  East a distance of 830 feet,

more or less; thence North  $52^{\circ} 27'$  East a distance of 265.83 feet, more or less, to a point on the Mean High Tide Line of Mission Bay; thence continuing North  $52^{\circ} 27'$  East a distance of 370.0 feet, more or less, to a point in the waters of Mission Bay; thence North  $29^{\circ} 27' 54''$  West a distance of 370.0 feet, more or less, to a point on the Mean High Tide Line of Mission Bay; thence due North a distance of 522.40 feet, more or less, to the Southeasterly corner of Parcel 1A; thence South  $72^{\circ} 26'$  West a distance of 209.57 feet to the point of beginning, containing 28.3 acres of land, more or less, and 2.69 acres of water area, more or less.

Parcel No. 2 shall consist of the following:  
That portion of Mission Bay granted to The City of San Diego by act of the legislators of the State of California, approved April 27, 1945 entitled "An Act Granting Certain Lands, Tidelands and Submerged Lands of the State of California to The City of San Diego upon Certain Trusts and Conditions" and more particularly described as follows:

Beginning at the southwesterly corner of Parcel 1B which is a point on the Mean High Tide Line of Mission Bay said point bearing south  $25^{\circ} 18' 31''$  West a distance of 1934.00, more or less, from the Northeasterly corner of P.L. 1798; thence South  $10^{\circ} 11' 30''$  East along said Mean High Tide Line a distance of 20 feet; thence continuing along said Mean High Tide Line Southerly and Easterly along a curve concave to the left a distance of 1381.94 feet, more or less; thence North  $74^{\circ} 40' 02''$  East along said Mean High Tide Line a distance of 1283.0 feet, more or less; thence Easterly, Northerly and Westerly along said Mean High Tide Line along a curve to the left a distance of 894.10 feet, more or less; thence North  $4^{\circ} 47' 16''$  West a distance of 100.0 feet to a point in the waters of Mission Bay; thence South  $83^{\circ} 40' 09''$  West a distance of 827.01 feet to a point in the waters of Mission Bay; thence North  $4^{\circ} 47' 16''$  West a distance of 270 feet to a point in the waters of Mission Bay, said point being the Southeasterly corner of Parcel 1B; thence South  $52^{\circ} 27'$  West a distance of 370 feet, more or less, to a point on the Mean High Tide Line of Mission Bay; thence continuing South  $52^{\circ} 27'$  West a distance of 265.83 feet, more or less; thence South  $79^{\circ} 48' 30''$  West a distance of 830.0 feet to the point of beginning, containing 30.08 acres of land area, more or less, and 3.46 acres of water area, more or less.

TO HAVE AND TO HOLD said leased premises for the term of this lease and upon the conditions as follows:

First. The term of this lease on the aforesaid areas described above and known as "De Anza Point Tourist Area" shall be for fifty years commencing on the sixtieth day after the giving of notice by the lessor that the area above described as Parcel Number One is ready for occupancy, and ending fifty years after said commencement date, subject, however, to the termination of this lease in the manner and for the reasons hereinafter set forth. The lessor hereby agrees to give written notice to the

lessee addressed to Box 63, Bonita, California, immediately upon the completion of lessor's work in filling the area described as Parcel Number One to be occupied by the lessee, and construction of a roadway and other work which may be necessary to prepare said premises for occupancy and development by the lessee as hereinafter set forth. This lease is to commence on the sixtieth day after the giving of the above notice by the lessor and the lessee hereby agrees to take possession, occupy and develop the area above described as Parcel Number One upon receipt of said notice.

The lessor further agrees that it will prepare and make available for possession, occupancy and development by the lessee the area hereinabove described as Parcel Number Two, and that said work on the part of the lessor will be completed on or before the expiration of the second year of the term of this lease, and the lessee agrees to accept for possession, occupancy and development the area described as Parcel Number Two on or before the expiration of the fourth year of the term of this lease.

Second. The term of this lease and its continued existence shall be expressly conditioned in the following respects:

1. The lessee agrees to accept for possession, occupancy and development the area described above as Parcel Number One upon the receipt of the above-mentioned notice that the lessor has completed its work in said area, and the lessee agrees that it will develop said area as a tourist and trailer park area and that it will within one year from the commencement of this lease complete and have ready for occupancy in said area one-hundred (100) trailer units or more.
2. The lessee further agrees that it will during the second year of this lease complete and have ready for occupancy an additional one-hundred (100) trailer units

or more in said area above described as Parcel Number One.

3. The Lessee further agrees that it will during the third year of this lease complete and have ready for occupancy an additional one-hundred (100) trailer units or more, said units to be either in Parcel Number One or Parcel Number Two, or both.

4. Lessee further agrees that it will during the subsequent two years of said lease and before the expiration of five years from the date of commencement of this lease complete and have ready for occupancy an additional two-hundred (200) trailer units to be placed either in area number one or area number two.

The Lessee hereby agrees and it is mutually understood that within five years of the commencement of this lease the Lessee will complete and have ready for occupancy a total of five-hundred (500) trailer units.

Third. The Lessee agrees that the leased premises shall be used only and exclusively for the development and operation of a tourist and trailer park area with the accompanying facilities, business and concessions which may be necessary or desirable in the opinion of the Lessee for such a development and operation, including those listed in paragraph "Fourth" of this lease. Whenever the Lessee shall desire to install or operate any facilities, businesses and concessions other than those already listed in paragraph "Fourth" of this lease, they shall obtain the approval, in writing, of the City Manager of the Lessor. It is expressly understood and agreed that the Lessee shall develop the aforementioned accompanying facilities, businesses and concessions primarily for the purpose of serving the patrons, guests, invitees and visitors of the tourist and trailer park area, and they shall not be unnecessarily commercialized. It

is further understood and agreed that the development and operation of said tourist and trailer park area shall be in the manner as outlined in the proposal submitted by the lessee on the 14th of June, 1949, a copy of which is attached hereto and made a part of this lease. It is further understood and agreed that the lessee shall not engage in the sale of "on sale" wine, beer, and other alcoholic beverages, but the lessee is hereby granted permission to engage in the sale of packed or "off sale" wine, beer, and other alcoholic beverages, not to be consumed on or in any store premises or restaurant.

Fourth. As and for the rental and for and in consideration of the leasing aforesaid, lessee agrees to pay to lessor a sum of money calculated and determined on the aggregate total of the percentages hereinafter mentioned or the guaranteed minimum monthly rental, whichever is the greater; the minimum monthly rental to be;

1. During the first year of said lease, the sum of One-hundred Fifty Dollars (\$150.00) per month.
2. During the second year of this lease, the sum of One-hundred Fifty Dollars (\$150.00) per month.
3. During the third year of said lease, the sum of Two-hundred Dollars (\$200.00) per month.
4. During the fourth year of said lease, the sum of Three-hundred Dollars (\$300.00) per month.
5. During the fifth year of said lease, the sum of Four-hundred Dollars (\$400.00) per month.
6. During the sixth year of said lease, the sum of Five-hundred Dollars (\$500.00) per month.
7. Each year thereafter, the sum of Five-hundred Dollars (\$500.00) per month.

The sum per month, hereinabove mentioned, to be calculated and determined on the percentage basis, shall be calculated and determined as follows, based upon revenues and gross income received:

00-126

Five per cent (5%) of the gross revenue of trailer park rentals.

Two per cent (2%) of the gross revenue of any store operated on said premises.

One per cent (1%) of the gross revenue of trailer and boat sales and services on said premises.

Two per cent (2%) of the gross revenue of any fountain operated on said premises.

Two per cent (2%) of the gross revenue of any beauty shop operated on said premises.

Five per cent (5%) of the gross revenue from any guest rooms operated on said premises.

Seven per cent (7%) of any boat slip and boat rentals operated on said premises.

One cent (\$.01) per gallon of gasoline and Five cents (\$.05) per gallon of oil on all service station sales of gasoline and oil, and two per cent (2%) on all allied sales in said service station operation.

Two per cent (2%) of all gross receipts on all other sub-operations conducted as permitted by law on the leased premises.

It is expressly understood and agreed that in all cases where a percentage is required to be calculated and paid on revenue received from any operation, concession or facility, such percentage shall be calculated and paid whether the revenue be received by the lessee or by any sublessee or concessionaire, and that all revenue received by a sublessee or concessionaire shall be considered as gross revenue of the lessee for the purposes of calculating any percentage hereunder to be paid by lessee to the City, less federal, state and municipal taxes whenever the seller is required by law to collect the tax from the purchaser and file a report of the amount collected.

In order to determine and provide for the payment of the rental hereinabove mentioned, lessee agrees that it will at all times during the life of this lease keep in The City of San Diego true, accurate and complete records, in a form satisfactory to the lessor, of all receipts and revenues from sales and rentals, and that in the event of any sublease by lessee, the lessee shall require that any sublessee conducting any sub-operation, concession, or facility shall keep in The City of San Diego true, accurate and complete records in a form satisfactory to lessor of all receipts and revenues from sales and rentals, and that such sublessee shall certify the accuracy and completeness of their records in a manner acceptable to the City.

The lessee expressly agrees that not later than the fifteenth day of each month during the life of this lease it will render a statement to the lessor showing the amount of sales and rentals made by lessee and all of its sublessees during the preceding month, which statement shall show an itemized calculation in accordance with the above classification of percentages on forms prescribed by the City, and will show the total amount payable to the lessor as hereinabove provided, and that lessee will accompany the same with a remittance of the amount so shown to be due. Lessee further agrees that each year during the life of this lease when percentage revenue shall be due and payable to the City as herein provided, it will render a statement to lessor showing a yearly summary and review of the operations and revenues of lessee and its sublessees, and that such statement shall be made in a form satisfactory to lessor, and within thirty (30) days from the expiration of each leasehold year. Lessee further agrees that the lessor shall, through its duly authorized agents and representatives, have the right at any and all reasonable times to examine the records of lessee and its sublessees for the purpose of determining the accuracy thereof and of the monthly and yearly statements hereinabove required to be made.

It is further mutually agreed that the rental to be paid for and in consideration of this leasing may be reviewed at the expiration of each five-year period of this lease, and said rental may be changed by mutual agreement of all the parties to this lease, otherwise said rental shall remain the same as fixed in paragraph "Fourth" of this lease.

Fifth. It is mutually agreed that nothing in this lease shall be construed as making the lessee the agent or the employee of The City of San Diego for any purpose, nor as creating between the lessor and the lessee a relationship of partnership or joint venture.

Sixth. The lessee agrees that it will operate the leased premises as a trailer park and tourist area and associated facilities continuously and without interruption after such premises are open for operation and during the entire term of this lease. It is hereby understood that the lessee's operation under this lease shall be subject to any war emergency or act of God making it impossible or impracticable for the lessee to fulfill its obligations under the terms and conditions of this lease. In the event that any war emergency or act of God shall make it impossible or impracticable to operate under this lease, then in that event if the lessee desires to continue to remain in the possession under this lease, said lessee hereby agrees to pay, and the lessor agrees to accept as rental payment during such period, one-half of the guaranteed minimum monthly rental described in the "Fourth" paragraph of this lease or the sum per month calculated and determined <sup>on the percentage basis</sup> in said "Fourth" paragraph, whichever is the greater. Lessee further agrees that it will, at its own expense, keep and maintain the leased premises and all improvements of any kind which may be installed or made thereon by lessee or any sublessee, in good and substantial repair and condition, and that it will make all necessary repairs and alterations thereto, except as hereinafter provided.

Lessee further agrees that it will at all times keep the leased premises and all improvements thereon in a neat and sanitary condition and free and clear of debris of any nature, and that it will dispose of any and all garbage, trash, and other waste in a manner satisfactory to lessor. Lessee further agrees to operate the property in such manner as not to create or permit any nuisance, and that it will not permit any gambling devices or gambling concessions of any kind to be operated on the leased premises, and that it will not permit any low or immoral shows or other objectionable conduct on said premises.

Seventh. The lessor hereby agrees to prepare the above-described areas so that they may be occupied by the lessee as a tourist and trailer park area.

Lessor agrees to fill said areas with suitable material and in such a manner to provide adequate surface drainage for the improvements to be placed thereon by the lessee. The lessor agrees to cover said areas with a dirt fill of not less than six inches (6").

The lessor further agrees to construct an adequate roadway connecting the leased premises with Pacific Highway.

The lessor agrees to provide all the utility services as are customarily provided by the lessor, such as sewer and water lines of adequate size and type to the property line of the leased premises to be occupied by the lessee and in such a manner as to enable the lessee to connect with and utilize said services. The lessor agrees to provide rights-of-way to privately-owned utility companies so that said utility companies may furnish services to the leased premises. Lessor further agrees to provide a hydrant adjacent to the leased premises and to provide the customary fire, police and rescue services usually provided by the lessor to adjacent areas.

Eighth. The lessee agrees that the lessor shall at all times, during ordinary business hours, have the right to enter

upon and inspect said premises, and in the event that the lessee shall fail to maintain said premises in a safe, healthy and satisfactory condition, the lessor shall have the right after ten-days written notice to the lessee to have any necessary maintenance work done for and at the expense of the lessee, and the lessee hereby agrees to pay promptly any and all costs incurred by the lessor in having such necessary maintenance work done in order to keep said premises in a safe and healthy condition.

Eleventh. It is mutually agreed that title to all buildings and improvements to be erected or installed upon the premises, as stated aforesaid, shall remain and be in the name of the lessee; provided, however, that at the termination of this lease for any reason whatsoever, or at the expiration thereof, the lessor may buy from the lessee all buildings, structures and equipment upon the premises at their then value, said value to be determined at that time by an agreement of the parties hereto, or if they are unable to arrive at a mutual figure, then and in that event by arbitration, each party to appoint one arbitrator, and these two arbitrators to appoint a third arbitrator, and the matter shall be referred to the three arbitrators for determination of the value to be paid for said property in the event the lessor may decide to buy the same. Both parties hereto agree to abide by and be governed by the decision of the arbitrators as to the price of the buildings, structures and equipment which the lessor shall pay to the lessee in the event the lessor exercises its option to purchase said buildings, structures and equipment; provided, further, that in the event the lessor shall not exercise its option to purchase said buildings, structures and equipment of the lessee at the termination of this lease for any reason whatsoever, or at the expiration thereof, and the lessee has an opportunity to sell said buildings, structures and equipment to a third party, then and in that event the lessee shall offer the lessor the first opportunity to purchase said buildings,

structures and equipment at the same price being offered to and acceptable by the lessee.

Tenth. The lessee agrees to pay before delinquency all taxes assessed or levied upon the lessee or the leased premises by reason of any improvements of any nature whatsoever installed or maintained by lessee, or by reason of the business or other activities of lessee upon or in connection with the said leased premises, and to pay any fees imposed by law for licenses or permits for any business or activities of lessee upon the leased premises, or under this lease, and to pay before delinquency any and all charges for any utility services to or for the benefit of the leased premises.

Eleventh. It is expressly agreed that in the event the leased premises or the buildings erected thereon by lessee, or any substantial portion thereof, be destroyed or damaged by fire, earthquake, windstorm, tidal wave, or similar act of nature, the lessee may at its option either terminate this lease or repair said premises or buildings or substantial portion thereof which may be destroyed; provided, only, that if in such event lessee should desire to terminate this lease by reason of such destruction, lessee shall notify lessor in writing within not more than thirty (30) days from the date of such destruction of its intention to so terminate, and at the option of the lessor, the lessee shall remove all debris.

Twelfth. Except as provided in paragraph "Twenty-fifth" hereof, the lessee agrees not to assign this lease in whole or in part to any person, firm or corporation, without the consent in writing of the City Manager first had and obtained; upon the understanding, however, that such written consent will not be withheld provided:

1. The assignee's financial responsibility is established to the satisfaction of the City Manager;
2. That the assignee undertakes and agrees, as a primary liability, to assume and be bound by each and

every of the terms and provisions of the lease and any and all amendments to or modifications thereof then in effect; and

3. That the management, and in case the assignee is a corporation, the officers and directors thereof, are satisfactory to and approved by the City Manager.

The lessee also agrees not to sublet the whole or any part of the leased premises, and agrees not to grant any concessions upon the demised premises, without the consent in writing of the City Manager in each instance first had and obtained, upon the understanding, however, that such written consent will not be withheld by the City Manager if such sublessee or such concessionaire, as the case may be, demonstrates his or its financial responsibility to the satisfaction of the City Manager; and, provided further, that no such sublease or concession made by the lessee shall in anywise excuse the lessee from its obligation to the lessor under the terms and provisions of the lease.

Thirteenth. It is mutually agreed that in the event the lessee is adjudicated bankrupt or insolvent or makes any assignment for the benefit of creditors, or in the event of any judicial sale of the interest of the lessee under this lease, this lease shall at the option of the lessor immediately terminate, and all rights of the lessee hereunder shall immediately cease and terminate unless the cause of said bankruptcy, insolvency or assignment or judicial sale be removed within thirty (30) days from the date thereof.

Fourteenth. The lessee agrees that the lessor, its agents, officers and employees, shall not be nor be held liable for any damage to the goods, properties or effects of the lessee, or any of the lessee's representatives, agents, employees, guests, licensees, invitees, or of any other person whatsoever, nor for personal injuries to or deaths of them or any of them, whether caused by or resulting from any act or omission of lessee, its

agents, officers or employees, sublessees, or the agents, officers or employees of any sublessee, or from any defect in any part of the leased premises. The lessee further agrees to indemnify and save free and harmless the lessor and its authorized agents, officers and employees against any of the foregoing liabilities and any costs and expenses incurred by the lessor on account of any claim or claims therefor.

Fifteenth. The lessee agrees to take out and maintain public liability insurance with an insurance carrier licensed and authorized to do business in the State of California and satisfactory to lessor, and naming the lessor as an additional insured, to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from omissions, acts or activities of the lessee or any person acting for it or under its control or direction, or any person authorized by it to use the leased premises, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the omission, acts or activities of the lessee or any person authorized by it to use the leased premises.

Sixteenth. The lessee further agrees to take out and maintain the required policy or policies of Workmen's Compensation Insurance covering employees of the lessee, and to require any sublessee or concessionaire authorized by lessee to use the leased premises to take out and maintain the required policies of Workmen's Compensation Insurance covering the employees of such sublessee or concessionaire. The lessee further agrees to take out and maintain adequate policies of insurance insuring the buildings and improvements on the leased premises against destruction or damage by fire, earthquake or windstorm. Copies of each of the policies mentioned herein shall

be filed with the City Manager of lessor and shall be satisfactory in form to him.

Seventeenth. It is mutually understood and agreed that if any default be made in the payment of the rental herein provided, or in the performance of the covenants, conditions or agreements hereof, and such default shall not be cured within sixty (60) days after written notice thereof, the lessor shall have the option to immediately terminate this lease; and that in the event of such termination the lessee shall have no further rights hereunder, and the lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and the said lessor shall immediately thereupon, without recourse to the courts, have the right to reenter and take possession of the leased premises.

Eighteenth. The lessee agrees that upon the termination of this lease by the expiration thereof, or the earlier termination as by the terms of this lease provided, or, in the event this lease is cancelled by mutual consent of the parties hereto, the lessee will peaceably yield up and surrender the leased premises and the whole thereof in as good condition, subject to normal and ordinary change and alteration resulting from the use of such premises as herein provided, as the same may be at the time the lessee takes possession thereof, and to allow the lessor to take peaceable possession thereof, subject to the terms and conditions as set forth in paragraph "Ninth" of this lease, whereupon the lessee's obligation to pay rent upon said premises shall cease. The lessee further agrees that upon the expiration of thirty-five years of this lease, the lessor in lieu of condemnation may take the above-described premises for any condemnable public purpose and in that event the lessor shall pay to the lessee for the premises so taken the market value of the improvements placed upon the demised premises by the lessee or by its successor, provided that no allowance

shall be made for good will, said market value to be established and agreed upon pursuant to paragraph "Ninth" of this lease. The notice of the City's election to so terminate the lease should be in writing and given to the person, firm or corporation then holding the lease, not later than one year prior to the effective date of said notice.

Nineteenth. It is mutually agreed that if the lessee shall hold over after the expiration of this lease for any cause, such holding over shall be deemed a tenancy from month to month, only on the same terms, conditions and provisions as are contained herein and at a rental at the rate prevailing during the final yearly period of this lease, unless other terms, conditions and provisions and rental be agreed upon in writing by the lessor and the lessee.

Twentieth. It is mutually agreed that any waiver by the lessor of any breach of any one or more of the covenants, conditions or agreements of this lease shall not be nor be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition or agreement of this lease, nor shall any failure on the part of the lessor to require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease be construed as in any manner changing the terms hereof or to estop the lessor from enforcing the full provisions hereof, nor shall the terms of this lease be changed or altered in any manner whatsoever other than by written agreement of the lessor and the lessee.

Twenty-first. The lessee agrees that in all activities on or in connection with the leased premises and Mission Bay, and in all uses of said premises and improvements thereon, including the making of any alterations, changes or repairs and the installation of any improvements whatsoever, it will abide by and conform to all rules and regulations prescribed by the City Charter of The City of San Diego, any ordinances of said City,

including the Building Code thereof, and any applicable laws or rules or regulations of the State of California or the United States of America, or any agency thereof, as any of the same may now exist or be hereafter promulgated or amended.

Twenty-second. It is mutually understood and agreed that all electrical conductors and cables, communication and signal circuits used on the leased premises shall not be placed in the open overhead. They shall be placed in accordance with good current practice, and shall not be unsightly. Area lighting necessary shall be accomplished insofar as possible by the use of ornamental standards or any other approved method.

Twenty-third. It is mutually agreed that any notice or notices provided for by this lease or by law to be given or served upon the lessee may be given or served by letter addressed to M. F. Purdy, Box 63, Bonita, California, and Mrs. Lila Witcher, Star Route, Lilac Road, Escondido, California, deposited in the United States mail, or may be served personally upon the said lessee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided by this lease or by law to be served upon the lessor may be given or served by letter addressed to the City Manager of lessor, in the Civic Center, San Diego 1, California, deposited in the United States mail, or may be served personally upon said City Manager or his duly authorized representative, and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.

Twenty-fourth. It is mutually agreed that time is of the essence of each and all of the terms and provisions of this lease and that this lease shall inure to the benefit of and be binding upon the parties hereto and any successors of the lessee as fully and to the same extent as though specifically mentioned in each instance, and that all covenants, stipulations and agreements in this lease shall extend to and bind any assigns or sublessees of the lessee.

Twenty-fifth. The lessor hereby agrees, in the event the above-named lessees should form a corporation in which the major and principle stockholders are the above-named lessees, to consent to the transfer to said corporation by assignment sale or purchase any or all of the interest of the lessees herein named. The lessees further agree, in the event such a corporation is formed, that any and all stock transfers thereafter made by said corporation will be upon written notice given to the lessor.

Twenty-sixth. It is hereby understood and agreed that the lessee will use the approximate eleven (11) acres, which are California State Park Lands under lease to The City of San Diego by agreement entered into the 29th day of June, 1945, in a manner consistent with the purposes described in said agreement between the State Park Commission of the State of California and the City of San Diego, and that it will so operate and manage said area in a manner consistent with recreational purposes, and will not unnecessarily commercialize said areas.

Twenty-seventh. The lessor hereby agrees that the lessee shall have and is hereby granted the exclusive right and privilege to conduct a trailer park in the Mission Bay Park Area during the period of the first ten years of this lease. Thereafter, the lessor further agrees that in the event the lessor deems it advisable to develop other trailer parks in the Mission Bay Area the lessee is hereby granted the right of first refusal to operate said additional trailer parks, providing the lessee agrees to operate said additional trailer parks on terms equal to the terms and conditions of any other bidder and on terms and conditions similar to those set forth in this lease and to be mutually agreed upon. The lessor further agrees that so long as this lease is in effect the lessor will not develop nor lease to any other lessee any area within one mile distant from the leased premises for trailer park purposes.

Twenty-eighth. The lessor hereby further agrees to give to the lessee the right to maintain a decorative neon sign for directional purposes alongside Highway 101. The area and terms and conditions under which said sign shall be placed and maintained shall be at the discretion of the City Manager and Planning Director of The City of San Diego.

IN WITNESS WHEREOF this lease agreement is executed by The City of San Diego, acting by and through its City Manager pursuant to Resolution No. 14227 authorizing such execution, and the lessee having caused this lease agreement to be executed the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By *Paul E. Taylor*  
City Manager

*Marian Isler Purdy*  
*John C. Wilcher*  
Lessees

I HEREBY APPROVE the form and legality of the foregoing lease this 14 day of June, 1951.

J. F. Du PAUL, City Attorney.

By *J. F. Du Paul*  
Deputy City Attorney.