COPY

TENTH AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT executed by and between THE CITY OF SAN DIEGO, a municipal corporation (CITY), LESSOR, and DE ANZA MOBIL ESTATES, a California limited partnership, LESSEE, successor in interest to M. F. Purdy and Lila Witcher.

WHEREAS, the parties heretofore have entered into that certain Lease Agreement, dated May 18, 1951, filed as Document 433606 in the Office of the City Clerk, as amended by Documents 458065, 495332, 524548, 535711, 550308, 595193, 606880, 647346 and 730521 filed in said Office of the City Clerk.

WHEREAS, the parties hereto now desire to further amend said Lease Agreement in the manner herein set forth;

NOW, THEREFORE, CITY and LESSEE, hereby agree:

1. That Paragraph Fourth of said Lease Agreement is hereby deleted in its entirety and the following substituted therefor:

Fourth.

A. RENTAL

Commencing January 1, 1982, LESSEE shall pay to CITY, monthly in arrears and prior to the last day of the calendar month following that month in which the revenue subject to rent was earned, a sum of money equal to the total of the percentage of all gross income derived from all operations on the demised premises, including, but not limited to the following:

DOCUMENT NO. RR-255717
FILED JAN 2[illegible] 1982
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(1) Ten percent (10%) of gross income from mobile home space rental, recreation vehicle space rental ~~and all other similar space rental~~, subject to adjustment as provided in Section B hereof.

(2) Three percent (3%) of gross income from general store operations.

(3) One percent (1%) of gross income from mobile home sales.

(4) One percent (1%) of gross income from boat sales.

(5) Three percent (3%) of gross income from snack bar and fountain operations.

(6) Seven percent (7%) of gross income from beauty shop operations.

(7) Seven percent (7%) of gross income from guest rooms.

(8) Twenty percent (20%) of gross income from boat slip and mooring rentals.

(9) Seven percent (7%) of gross income from boat rentals, dry boat storage and related marine services, and recreational vehicle storage.

(10) Three percent (3%) of gross income from gasoline, oil, propane, diesel and any other petroleum fuel sales.

(11) Three percent (3%) of gross income from allied service station sales and operations of a Recreation Hall.

(12) Two percent (2%) of gross income from gas and electricity sales.

(13) Coin operated machines. 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 rates set forth in this section on the basis of income received by LESSEE, 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) per month, then the total amount due CITY from income derived from said machines and/or telephones shall be computed under said percentage rates 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.

(14) Seven percent (7%) of the gross income from any and all activities, operations and suboperations allowed under this lease and not otherwise provided for in this section. Provided, however, that the CITY Manager and LESSEE may mutually agree in writing to another percentage rate or flat rate of rent for each such other service(s) or operation(s) supplementary

to the permitted use(s) as set forth in this lease and approved in writing by the City Manager. In the event the parties cannot reach an agreement on the percentage rent to be paid to CITY, then such activities, service(s), or operation(s) shall not be entered into by LESSEE.

Provided, however, in the event that the total amount of said percentage rent paid to CITY by LESSEE in any one year ending upon the day prior to the anniversary date of this agreement, November 24, is less than the sum of Two Hundred Thousand Dollars ($200,000), hereinafter referred to as "minimum rent" or less than any adjustment thereof as provided in Section C, hereof, then LESSEE shall pay to CITY within sixty (60) days of said anniversary date, the difference between the amount actually paid and the minimum rent.

Provided, further, if the anniversary date and the date upon which LESSEE is required to commence payment of a percentage of gross income do not coincide, then said minimum rent and percentage rents for that year shall be prorated to the anniversary date, which shall then become the computation date thereafter.

B. PERCENTAGE RENTAL ADJUSTMENTS. Commencing January 1, 1985, LESSEE shall pay to CITY 15 percent of gross income from mobile home space rental, recreational space rental ~~and all other similar space rental~~ and commencing January 1, 1988, LESSEE shall pay to CITY 20 percent of gross income from such space rental.

C. MINIMUM RENT ADJUSTMENTS. On January 1, 1985 and on January 1 of each three-year period thereafter, during the remaining term of this lease, the minimum rent for the ensuing three-year period shall be adjusted to 80 percent of the average annual rent paid to CITY during the three years preceding the minimum rental adjustment date. Provided, however, no such adjustment may result in a decrease in minimum rent.

D. DELINQUENT RENT. In the event LESSEE fails to pay the applicable rents or audit deficiencies when due, then LESSEE shall pay to CITY, in addition to the delinquent rent, a sum of money equal to FIVE PERCENT (5%) of said delinquent rent; provided, however, in the event said delinquent rent is still unpaid after fifteen days of becoming delinquent, then LESSEE shall pay to CITY, instead of said Five Percent, a sum of money equal to TEN PERCENT (10%) of said delinquent rent. It is the intent of this provision that CITY shall be compensated by such additional sums for loss resulting from rental delinquency and costs to CITY of servicing the delinquent account. The City Manager, at his option, may for good cause waive any such delinquency compensation required herein, upon advance written application of LESSEE.

E. GROSS INCOME. Gross income, as used in this lease, shall include all income resulting from occupancy of the leased premises from whatever source derived whether received or to become due. Provided, however, gross income shall not include federal, state or municipal taxes collected from the consumer (regardless of whether the amount thereof is stated to the consumer as a separate charge) and paid over periodically by LESSEE to a governmental agency accompanied by a tax return or statement as required by law. The amount of such taxes shall be shown on the books and records elsewhere herein required to be maintained. The aforesaid percentage rent shall be calculated and paid by LESSEE on the basis of said gross income whether the income is received by LESSEE or by any sublessee, permittee, licensee, or other party, or their agents and all gross income received by any sublessee, permittee, licensee, or other party as a result of occupancy of said premises or the operation thereof shall be regarded as gross income of LESSEE for the purpose of calculating the percentage rent hereunder required to be paid by LESSEE to CITY.

F. FINANCIAL RECORDS MAINTENANCE.

(1) LESSEE shall keep true, accurate and complete records in a manner and form satisfactory to CITY from which CITY can at all reasonable times determine the nature and amounts of income subject to rental from the operation of the leased premises. Such records shall show all transactions relative to the conduct of the operation, and transactions shall be supported by documents of orginal entry such as sales slips, cash register tapes, purchase invoices and tickets issued or other means satisfactory to CITY. All sales or rentals of merchandise and services rendered shall be recorded by means of cash register system which automatically issues a customer's receipt or certifies the amount recorded on a sales slip. Said cash register shall have a locked-in total which is constantly accumulating, which total cannot be reset, and at the option of the CITY, a constantly locked-in accumulating printed transaction counter which cannot be reset, and/or a printed detailed audit tape located within the register. Complete beginning and ending cash register reading shall be made a matter of daily record. Together with each rental payment, LESSEE shall render to CITY a detailed statement as to the source of the receipts showing all gross income of the preceding calendar month together with the amount payable to CITY as hereinabove provided and shall accompany same with a remittance of the amount so shown to be due CITY. The City Auditor and Comptroller shall audit the business of LESSEE, its agents, sublessees,

concessionaires or licensees operating on said premises at least once every three (3) years and more frequently as deemed appropriate by CITY. In the event such audit discloses that the percentage rental required for the preceding lease year(s) exceeds the amount of percentage rental paid to CITY by LESSEE during said period, LESSEE shall immediately pay to CITY the amount of such deficiency. Also, in the event said audit discloses that the percentage rental on the annual gross sales for the preceding lease year(s) is less than the amount of minimum annual rent required therefor, LESSEE shall pay to CITY the amount of such deficiency within thirty (30) days of notification thereof by CITY subject to Subparagraph (4) hereof. In the event that such audit discloses that the percentage rental required for the preceding lease year(s) is less than the amount of percentage rents paid to CITY during said period, then upon confirmation of said audit findings by CITY through means provided in Subparagraph (3) hereof, the amount of overpayment shall be credited against equal amounts of monthly rents due CITY during the succeeding payments until said overpayment is fully credited. Any such overpayment occurring in the last lease year shall be refunded by CITY within thirty days of confirmation by CITY of said audit findings.

(2) LESSEE shall also maintain accurate records of actual and projected operating expenses and revenue, and such other operating information as CITY from time to time deems necessary and LESSEE shall submit such information to CITY upon request.

(3) All of said records and accounts relating to operations hereunder shall be maintained separate from all other accounts not relating to the operation of the

leased premises and shall be made available to CITY at one location within the limits of the City of San Diego. CITY shall have, through its duly authorized agents or representatives, the right to examine and audit said records and amounts at any and all reasonable times. Any additional sums due CITY as determined by CITY'S audit are due and payable as provided herein.

(4) In the event that such audit discloses that the rent for the audited period has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY ten percent (10%) of the amount by which said rent was underpaid in addition to the unpaid rents so shown to be due CITY as compensation to CITY for administrative cost and loss of interest.

2. That Paragraphs Fifteenth and Sixteenth of said Lease Agreement are hereby deleted in their entirety and the following substituted therefor:

Fifteenth. Insurance Coverage. During the entire term of this lease, LESSEE agrees to procure and maintain public liability insurance which names CITY as an additional insured with an insurance company satisfactory to CITY licensed to do business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of LESSEE, its sublessees or any person acting for LESSEE or under its 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 LESSEE, or its sublessees, or any person acting for LESSEE, or under its control or direction. Such property damage and public liability insurance shall also provide for and protect CITY against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this lease in the amount of not less than ONE MILLION DOLLARS COMBINED SINGLE LIMIT LIABILITY. LESSEE agrees to submit a policy of said insurance to the CITY on or before the effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company shall not terminate, cancel or limit said policy in any manner without at least thirty days prior written notice thereof to CITY. If the operation under this agreement results in an increased or decreased risk in the opinion of the City Manager, then LESSEE agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. LESSEE agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the LESSEE may be held responsible for the payment of damages to persons or property resulting from LESSEE'S activities, the activities of its sublessees or the activities of any person or persons for which LESSEE is otherwise responsible.

LESSEE also agrees to procure and maintain during the entire term of this lease, a policy of fire, extended coverage, and vandalism insurance on all permanent property of an insurable nature located upon the leased premises. Said policy shall name the CITY as an additional insured and shall be written by an insurance company satisfactory to CITY licensed to transact

business in the State of California and shall be in an amount sufficient to cover at least 80 percent of the replacement costs of said property.

LESSEE agrees to submit a certificate of said policy to the CITY on or before the effective date of this lease amendment. Said policy shall contain a condition that it is not to be terminated or cancelled without at least thirty (30) days prior written notice to CITY by the insurance company. LESSEE agrees to pay the premium for such insurance and shall require that any insurance proceeds resulting from a loss under said policy are payable jointly to CITY and LESSEE and said proceeds shall constitute a trust fund to be reinvested in rebuilding or repairing the damaged property or said proceeds may be disposed of as specified in Paragraph Sixteenth. Waste, Damage or Destruction, hereof; provided, however, that within the period during which there is in existence a mortgage or deed of trust upon the leasehold, then and for that period all policies of fire insurance, extended coverage and vandalism shall be made payable jointly to the mortgagee or beneficiary, the named insured, and CITY, and shall be disposed of jointly by the parties for the following purposes:

A. As a trust fund to be retained by said mortgagee or beneficiary and applied in reduction of the debt secured by such mortgage or deed of trust with the excess remaining after full payment of said debt to be paid over to LESSEE and CITY to pay for reconstruction, repair, or replacement of the damaged or destroyed improvements in progress payments as the work is performed. The balance of said proceeds shall be paid to LESSEE.

Provided, further however, nothing herein shall prevent LESSEE, at its option and with the approval of said mortgagee or beneficiary, from filing a Faithful Performance Bond in favor of said mortgagee or beneficiary and CITY in an amount equivalent to said insurance proceeds in lieu of surrendering said insurance proceeds to said mortgagee or beneficiary, and CITY.

B. In the event this lease is terminated by mutual agreement and said improvements are not reconstructed, repaired or replaced, the insurance proceeds shall be jointly retained by CITY and said mortgagee or beneficiary to the extent necessary to first discharge the debt secured by said mortgage or deed of trust and then to restore the premises in a neat and clean condition. Said mortgagee or beneficiary shall hold the balance of said proceeds for CITY and LESSEE as their interests may appear.

LESSEE agrees to increase the limits of liability when, in the opinion of CITY, the value of the improvements covered is increased, subject to the availabiltiy of such insurance at the increased limits. LESSEE agrees, at his sole expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering said premises, buildings and appurtenances.

The LESSEE further agrees to take out and maintain the required policy or policies or 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.

Sixteenth. Waste, Damage or Destruction. LESSEE agrees to give notice to the CITY of any fire or other damage that may occur on the leased premises within ten days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash and rubbish in a manner satisfactory to the CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage, or LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to the CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Subsection B of Paragraph Fifteenth, Insurance Coverage, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration or replacement of the premises shall be commenced by LESSEE within thirty days and the required repairs, restoration or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenantable by reason of such damage.

3. That Paragraph Eighteenth of said Lease Agreement is hereby deleted in its entirety and the following substituted therefor:

Eighteenth. Peaceable Surrender. 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 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.

4. That Paragraph Twenty-third of said Lease Agreement is hereby deleted in its entirety and the following substituted therefor:

Twenty-third. Administration and Notices. Control and administration of this lease is under the jurisdiction of the City Manager of CITY as to CITY'S interest herein and any communication relative to the terms or conditions or any charges thereto or any notice or notices provided for by this lease or by law to be given or served upon CITY may be given or served by registered letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, Attention Property Director, City Administration Building, 202 "C" Street, San Diego, California 92101. Any notice or notices provided for by this lease or by law to be given or served upon LESSEE, Mortgagee, Trustee or Beneficiary may be given or served by depositing in the United States mails, postage prepaid, a letter

addressed to said LESSEE at the leased premises or at such other address designated in writing by LESSEE, Mortgagee, Trustee or Beneficiary or may be personally served upon them or any person hereafter authorized by them to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal service or forty-eight hours after mailing in the manner required herein.

5. That the following Paragraph Thirty-second is hereby added to said Lease Agreement as part thereof:

Thirty-second. Affirmative Action. LESSEE agrees to take affirmative action to improve employment opportunities of minorities and women. When applicable, LESSEE agrees to abide by the Affirmative Action Program for Lessees as it now existing or is hereafter amended. A copy of the program, effective as of the date of this agreement, is on file in the Office of the City Clerk and by this reference is incorporated herein. Minorities are presently defined as Mexican-American, Black, Filipino, American Indian and Asian/Oriental. The goal of this program shall be the attainment of the employment of minorities and women in all areas of employment in a total percentage of employment approximately equal to the total level of minority and women employment as established by the CITY for its Affirmative Action Program each year.

6. That the following Paragraph Thirty-third is hereby added to said Lease Agreement as a part thereof:

Thirty-third. Eminent Domain. In the event the leased premises or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then the interests of CITY and LESSEE (or Beneficiary or Mortgagee if there

is a Trust Deed or Mortgage then in effective), in the award and the effect of the taking upon this Lease Agreement shall be as follows:

A. In the event of such taking of only a part of the leased premises, leaving the remainder of said premises in such location and in such form, shape and size as to be used effectively and practicably in the opinion of CITY for the conduct thereon of the operations permitted hereunder, this lease shall terminate and end as to the portion of the leased premises so taken as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased premises not so taken and from and after such date the contract rent, or in the event there is a minimum rent specified herein, then the minimum rental required by this lease to be paid by LESSEE to CITY shall be reduced in the proportion to which the value of the leased premises so taken bears to the total value of the demised premises; provided, however, CITY shall have the right, with the consent of LESSEE, to substitute like adjacent property and maintain the rent schedule without diminution.

B. In the event of the taking of only a part of the leased premises, leaving the remainder of said premises in such location, or in such form, shape or reduced size as to render the same not effectively and practicably usable, in the opinion of CITY, for the conduct there on of the operations permitted hereunder, this lease and all right, title and interest thereunder shall cease on the date title to said premises or the portion thereof so taken vests in the condemning authority.

C. In the event the entire leased premises are so taken, this lease and all of the right, title and interest thereunder shall cease on the date title to said premises so taken vests in the condemning authority.

D. In the event of any taking under Subparagraphs A, B, or C, hereinabove, the only portion of any award of compensation which shall be paid to LESSEE shall be the Fair Market Value of LESSEE'S interest which is taken by the condemning agency. ~~It is the intention of this provision that LESSEE shall not in any condemnation receive any bonus or penalty by reason of LESSEE'S contractural rights in connection with the property condemned~~.

E. Notwithstanding the foregoing provisions of this section, CITY may, in its discretion and without affecting the validity and existence of this lease, transfer the CITY'S intefests in said premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by CITY, LESSEE shall retain whatever rights it may have to recover from the said authority the Fair Market Value of LESSEE'S interest taken by the authority.

7. That the following Paragraph Thirty-fourth is hereby added to said Lease Agreement as a part thereof:

Thirty-fourth. Public Access. LESSEE agrees to provide public access to and around the premises on existing roads and pathways during daylight hours, subject to reasonable security measures which have the prior written approval of the City Manager. LESSEE further agrees to construct a pedestrian and bicycle pathway around the leased premises in accordance with CITY approved specifications at CITY'S cost for use by the general public during daylight hours, subject to the availability of City funds. LESSEE and CITY further

agree that LESSEE shall be given the option to construct a bridge across Rose Creek adjoining said premises in accordance with CITY-approved specifications and at CITY'S cost, subject to CITY'S decision and ability to schedule said construction and subject to the availability of City funds. LESSEE and CITY shall use their best efforts to expedite the approval and completion of said bridge, subject to the public's interests. It is the intention of the parties that the construction costs referred to herein would be payable, all or in part from rents accruing to CITY from LESSEE under this lease and by such other sources as may be agreed to by the parties.

8. The following Paragraph Thirty-fifth is hereby added to said Lease Agreement as a part thereof:

Thirty-fifth. Notice to Tenants. LESSEE shall provide to all present and future occupants of mobile home spaces on the demised premises a copy of Assembly Bill No. 447 of the 1981-82 Regular Session of the California Legislature. In addition, LESSEE shall, in writing, notify all such occupants that they shall not be entitled to and may not claim:

A. Any relocation allowances, benefits, monetary payments or any other rights of any kind or amount at any time whatsoever by reason of, or arising out of, the provisions of the said Assembly Bill 447 or by virtue of any action or inaction of LESSEE or LESSOR pursuant to said Bill; or

B. Any extension by LESSOR or LESSEE of the term of their individual subleases pursuant to any provision of this lease or by reason of, or arising out of, the provisions of AB 447. LESSEE shall also give notice to all such occupants that the date of expiration of this Lease shall be November 23, 2003,

unless sooner terminated in accordance with the terms hereof and that under no circumstances shall any occupants' term be extended beyond November 23, 2003 or said earlier termination date.

9. The following Paragraph Thirty-sixth is hereby added to said Lease Agreement as a part thereof:

"Thirty-sixth. Redevelopment Plan. In consideration of the rental increase provided herein, LESSEE agrees that it will submit and CITY agrees that it will consider a Redevelopment Plan involving that portion of the demised premises which is not being utilitzed for mobile home space rental on the following terms and conditions:

A. LESSEE will prepare and submit a proposed Redevelopment Plan which shall include new or modified uses of the above-described property which are compatible with the purposes of MISSION BAY PARK and the highest and best use of the real property. The Plan shall not require displacement of mobile homes from the demise premises (but may require relocation of mobile homes within the demised premises).

B. LESSEE will provide CITY with a projection of anticipated income to the CITY from the uses proposed in the Redevelopment Plan together with a projection of income from the same premises as utilized at the time that the Plan is submitted.

C. The Plan shall be prepared by individuals or companies acceptable to the CITY. The CITY shall have the right to hire consultants to determine the validity, financial feasibility and similar considerations with respect to the Plan.

D. The Plan shall be prepared at no cost to the CITY.

E. Prior to approval of the Plan, LESSEE shall be required to provide CITY with financial and other information with respect to any operating entity which might administer the operation of the activities proposed in the Plan in the event the operator of said activities is other than LESSEE.

F. The CITY may, at its sole discretion, accept, reject or modify the Redevelopment Plan and LESSEE agrees to be bound by such ~~determination~~ acceptance or rejection or to negotiate such modifications.

10. This Tenth Amendment to Lease Agreement shall be effective upon the execution by CITY.

THE CITY OF SAN DIEGO

DATE 1/29/82

By [signature]
City Manager

DE ANZA MOBILE ESTATES
A California Limited Partnership

Date January 29, 1982

By Herbert M. Gelfand by Aubrey Meyerson, his attorney-in-fact
General Partner
Herbert M. Gelfand
By Aubrey Meyerson his
Attorney-in-Fact

Date

By XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
General Partner

I HEREBY APPROVE the form and legality of the foregoing Tenth Amendment to Lease Agreement this 29 day of January, 1982.

JOHN W. WITT, City Attorney

By [signature]
Deputy

RJC:mh
1/22/82

R-255717

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On this 29th day of January, 1982, before me, the undersigned, a Notary Public, in and for said State, personally appeared, Aubrey Meyerson, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of Herbert M. Gelfand, and acknowledged to me that he subscribed the name of Herbert M. Gelfand, thereto as General Partner of De Anza Mobile Estates, a California Limited Partnership for and on behalf of a said limited partnership and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.

OFFICIAL SEAL
DOROTHY ANN BOYCE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 25, 1984

Dorothy Ann Boyce
Notary Public in and for said County and State

(R-82-1235 Rev.)

RESOLUTION NUMBER R- 255717

Adopted on JAN 26 1982

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

That the City Manager is hereby authorized and empowered to execute a Tenth Amendment to Lease Agreement between the City and DE ANZA MOBILE ESTATES, which Tenth Amendment provides for rent increases to the City from the operations of the mobilehome park located on De Anza Point and which Amendment contains additional provisions, as more particularly described in that Tenth Amendment to Lease Agreement on file in the office of the City Clerk as Document No. RR-255717.

BE IT FURTHER RESOLVED, that this resolution shall be and become effective on January 30, 1982, prior to Resolution R-255718, if said Tenth Amendment is fully executed by said date.

BE IT FURTHER RESOLVED, that in the event said Tenth Amendment is not fully executed by January 30, 1982, this resolution shall be void and of no force or effect.

APPROVED: John W. Witt, City Attorney

By Harold O. Valderhaug
Deputy City Attorney

HOV:ps:731.7
1/22/82
Revised 1/29/82
Or.Dept:Prop.
Job: 216667
Form=r.none

Passed and adopted by the Council of The City of San Diego on

January 25, 1982 by the following votes:

YEAS: Mitchell, Golding, Williams, Struiksma, Cotch, Murphy, Killea.

NAYS: Cleator, Wilson.

NOT PRESENT: None.

AUTHENTICATED BY:

PETE WILSON
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By BARBARA BERRIDGE
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R-255747 passed and adopted by the Council of The City of San Diego, California, on 1-25-82.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL) By Barbara Berridge
Deputy

(Rev. 5/79)
bb

ATTACHMENT #1

not apply in the case of any street or highway which is opened through a field in which drilling was commenced prior to the opening of the street or highway.

RECEIVED
MAY 2 1 1999
COASTAL COMM
SAN DIEGO COAST

CHAPTER 142

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.

[Approved by Governor April 27, 1945. Filed with Secretary of State April 28, 1945.]

Effect September 25, 1945

The people of the State of California do enact as follows:

SECTION 1. There is hereby granted to the City of San Diego, a municipal corporation of the State of California, and to its successors, all of the right, title and interest of the State of California, held by said State by virtue of its sovereignty, in and to all tidelands and submerged lands whether filled or unfilled in or adjacent to Mission Bay or its entrance, and also all the right, title and interest of the State of California in the following described parcels of land previously granted to the State of California by the Mission Beach Company on January 15, 1936, and recorded in Book 580, Page 10, on file in the office of the County Recorder of San Diego County, California:

City of San Diego Grant of Tidelands, etc.

Parcel A: A parcel of land lying along the shore line on the east line of Mission Beach; beginning at the intersection of the northerly boundary line of San Fernando Place produced easterly and the easterly boundary line of Bayside Walk, as shown on the official map of Mission Beach and filed in the county recorder's office as Map 1809; thence in a southerly direction along the easterly side of Bayside Walk to the northerly line of San Diego Place; thence northeasterly along the northerly line of San Diego Place produced to the intersection of the mean high tide line as shown on the official map approved by the State Board of Harbor Commissioners for the Bay of San Diego, March 4, 1926, and filed in the county recorder's office as Misc. Map 72; thence in a northerly direction along the mean high tide line to a point at the intersection of the mean high tide line with the northerly line of San Fernando Place produced easterly; thence southwesterly along the said northerly line of San Fernando Place produced to the point of beginning.

Parcel B: A parcel of land lying along the shore line on the east side of Mission Beach; beginning at the intersection of the southerly boundary line of Ventura Place produced easterly and the easterly line of Bayside Walk, as shown on the official map of Mission Beach, filed in the county recorder's office as Map 1809; thence in a northerly direction along the easterly boundary line of Bayside Walk to the center line of Verona Court produced easterly; thence in a northeasterly direction along the center line of Verona Court produced easterly to the

intersection of the mean high tide line, as shown on the official map approved by the State Board of Harbor Commissioners for the Bay of San Diego, March 4, 1926, and filed in the county recorder's office as Misc. Map 72; thence in a southerly direction along the said mean high tide line to the intersection of the mean high tide line with the southerly boundary line of Ventura Place produced easterly; thence in a southwesterly direction along the southerly boundary line of Ventura Place produced to the point of beginning.

Conditions of trust

To be forever held by said city, and by its successors, in trust for the uses and purposes and upon the express conditions following, to wit:

(a) That said lands shall be used by said city and by its successors solely for the purpose of establishing, improving and conducting a harbor for small boats and for the construction, maintenance and operation thereon of wharves, structures and appliances necessary or convenient for the protection or accommodation of commerce, navigation and fisheries and for the establishment and maintenance of parks, playgrounds, bathhouses, recreation piers and facilities necessary or convenient for the inhabitants of said city; for educational, commercial, and recreational purposes, including the necessary streets, highways and other facilities convenient thereto; and said city or its successors shall not at any time grant, convey, give or alien said lands or any part thereof to any individual, firm or corporation for any purpose whatsoever; provided, that said city or its successors may grant franchises thereon for limited periods, but in no event exceeding 50 years, for wharves and other public uses and purposes and may lease said lands or any part thereof for limited periods, but in no event exceeding 50 years, for purposes consistent with the trust upon which said lands are held by the State of California and with the requirements of commerce, navigation or fisheries.

(b) That said harbors and tidelands shall be improved by said city without expense to the State and shall always remain public harbors and public tidelands for all purposes of commerce, navigation and fisheries; and the State of California shall have at all times the right to use without charge all wharves, docks, piers and other improvements constructed on said lands or any part thereof for any vessel or other water craft or railroad owned or operated by the State of California.

(c) That in the management, conduct or operation of said harbors and tidelands or of any of the utilities, structures or appliances mentioned in paragraphs preceding, no discrimination in rates, tolls or charges or in facilities for any use or service in connection therewith shall ever be made, authorized or permitted by said city or its successors.

(d) There is also reserved to the people of the State of California the absolute right to fish in the waters of Mission Bay with the right of convenient access to such waters under the real property hereby granted for the purpose of fishing. There is also reserved to the State of California all the deposits of min-

eral, including oil and gas in the real property hereby granted, and there is reserved to the State of California or persons authorized by the State of California the right to prospect, mine and remove such deposit from the real property granted and to occupy and use so much of the surface as may be required therefor.

(c) The lands herein described are granted subject to the express reservation and condition that the State may at any time in the future use said lands or any portion thereof for highway right-of-way purposes without compensation to the city, its successors or assigns, or any person, firm or public or private corporation claiming under it, except that in the event improvements have been placed upon the property taken by the State for said purposes, compensation shall be made to the person entitled thereto for the value of his interest in the improvements taken or the damages to such interest.

CHAPTER 143

An act to repeal Chapter 1127 of the Statutes of 1943; to repeal Section 13842.1 of the Education Code and to amend Section 13842 of said code, all relating to the salaries of persons employed by school districts in positions requiring certification qualifications.

(Approved by Governor April 27, 1945. Filed with Secretary of State April 28, 1945.) In effect September 25, 1945

The people of the State of California do enact as follows:

SECTION 1. Chapter 1127 of the Statutes of 1943 is repealed. Repeal

SEC. 2. Section 13842.1 of the Education Code is repealed. Same

SEC. 3. Section 13842 of the Education Code is amended to read:

13842. The governing board of each school district shall pay to each person employed in a day school of the district for full time in a position requiring certification qualifications an annual salary of not less than one thousand eight hundred dollars ($1,800). Minimum teachers' salaries

The governing board of each school district shall pay to each person employed for less than full time in a position requiring certification qualifications an annual salary of not less than an amount which bears the same ratio to one thousand eight hundred dollars ($1,800) as the time required of the person bears to the time required of a person employed full time.

"Full time" means not less than the minimum school day each day the schools of the district are maintained during the school year. "Full time"

If any elementary school district receives as income during any school year from all available sources less than two thousand seventy-five dollars ($2,075), the county superintendent of schools having jurisdiction over the district may apportion Apportionment to elementary school district

SEC. 4. Section 1300.28 of said code is amended to read:

1300.28. The suspension, amendment or termination of any marketing order or marketing agreement shall not suspend or terminate any cause of action which has accrued thereunder, but the same shall survive and exist the same as if such marketing order or agreement had not been suspended, amended or terminated. Effect of suspension, etc.

CHAPTER 1454

An act to amend Section 9602 of the Education Code, relating to the education of physically handicapped minors.

[Approved by Governor June 29, 1955. Filed with Secretary of State June 30, 1955.]

In effect September 7, 1955

The people of the State of California do enact as follows:

SECTION 1. Section 9602 of the Education Code is amended to read:

9602. Any minor who, by reason of a physical impairment, cannot receive the full benefit of ordinary education facilities, shall be considered a physically handicapped individual for the purposes of this chapter. Minors with speech disorders or defects shall be considered as being physically handicapped. Minors with physical illnesses or physical conditions which make school attendance impossible or inadvisable shall be considered as being physically handicapped.

CHAPTER 1455

An act to amend Section 1 of Chapter 142 of the Statutes of 1945, relating to tidelands and submerged lands in the County of San Diego.

[Approved by Governor June 29, 1955. Filed with Secretary of State June 30, 1955.]

In effect September 7, 1955

The people of the State of California do enact as follows:

SECTION 1. Section 1 of Chapter 142 of the Statutes of 1945 is amended to read:

Section 1. There is hereby granted to the City of San Diego, a municipal corporation of the State of California, and to its successors, all of the right, title and interest of the State of California, held by said State by virtue of its sovereignty, in and to all tidelands and submerged lands whether filled or unfilled in or adjacent to Mission Bay or its entrance, and also all the right, title and interest of the State of California in the following described parcels of land previously granted to the State of California by the Mission Beach Company on January City of San Diego; Grant of tidelands, etc.

15, 1936, and recorded in Book 580, page 10, on file in the Office of the County Recorder of San Diego County, California:

Parcel A: A parcel of land lying along the shore line on the east line of Mission Beach; beginning at the intersection of the northerly boundary line of San Fernando Place produced easterly and the easterly boundary line of Bayside Walk, as shown on the official map of Mission Beach and filed in the county recorder's office as Map 1809; thence in a southerly direction along the easterly side of Bayside Walk to the northerly line of San Diego Place; thence northeasterly along the northerly line of San Diego Place produced to the intersection of the mean high tide line as shown on the official map approved by the State Board of Harbor Commissioners for the Bay of San Diego, March 4, 1926, and filed in the county recorder's office as Misc. Map 72; thence in a northerly direction along the mean high tide line to a point at the intersection of the mean high tide line with the northerly line of San Fernando Place produced easterly; thence southwesterly along the said northerly line of San Fernando Place produced to the point of beginning.

Parcel B: A parcel of land lying along the shore line on the east side of Mission Beach; beginning at the intersection of the southerly boundary line of Ventura Place produced easterly and the easterly line of Bayside Walk, as shown on the official map of Mission Beach, filed in the county recorder's office as Map 1809; thence in a northerly direction along the easterly boundary line of Bayside Walk to the center line of Verona Court produced easterly; thence in a northeasterly direction along the center line of Verona Court produced easterly to the intersection of the mean high tide line, as shown on the official map approved by the State Board of Harbor Commissioners for the Bay of San Diego, March 4, 1926, and filed in the county recorder's office as Misc. Map 72; thence in a southerly direction along the said mean high tide line to the intersection of the mean high tide line with the southerly boundary line of Ventura Place produced easterly; thence in a southwesterly direction along the southerly boundary line of Ventura Place produced to the point of beginning.

Conditions of trust

To be forever held by said city, and by its successors, in trust for the uses and purposes and upon the express conditions following, to wit:

Harbors, wharves, etc.

(a) That said lands shall be used by said city and by its successors solely for the purpose of establishing, improving and conducting a harbor for small boats and for the construction, maintenance and operation thereon of wharves, structures and appliances necessary or convenient for the protection or accommodation of commerce, navigation and fisheries and for the establishment and maintenance of parks, playgrounds, bathhouses, recreation piers and facilities necessary or convenient for the inhabitants of said city; for educational, com-

mercial, and recreational purposes, including the necessary streets, highways and other facilities convenient thereto; and said city or its successors shall not at any time grant, convey, give or alien said lands or any part thereof to any individual, firm or corporation for any purpose whatsoever; provided, that said city or its successors may grant franchises thereon for limited periods, but in no event exceeding 50 years, for wharves and other public uses and purposes and may lease said lands or any part thereof for limited periods, but in no event exceeding 50 years, for purposes consistent with the trust upon which said lands are held by the State of California and with the requirements of commerce, navigation or fisheries.

Improvements, etc.

(b) That said harbors and tidelands shall be improved by said city and shall always remain public harbors and public tidelands for all purposes of commerce, navigation and fisheries; and the State of California shall have at all times the right to use without charge all wharves, docks, piers and other improvements constructed on said lands or any part thereof for any vessel or other watercraft or railroad owned or operated by the State of California.

Management, etc.

(c) That in the management, conduct or operation of said harbors and tidelands or of any of the utilities, structures or appliances mentioned in paragraphs preceding, no discrimination in rates, tolls or charges or in facilities for any use or service in connection therewith shall ever be made, authorized or permitted by said city or its successors.

Reservations

(d) There is also reserved to the people of the State of California the absolute right to fish in the waters of Mission Bay with the right of convenient access to such waters under the real property hereby granted for the purpose of fishing. There is also reserved to the State of California all the deposits of mineral, including oil and gas, in the real property hereby granted, and there is reserved to the State of California or persons authorized by the State of California the right to prospect, mine and remove such deposit from the real property granted and to occupy and use so much of the surface as may be required therefor.

(e) The lands herein described are granted subject to the express reservation and condition that the State may at any time in the future use said lands or any portion thereof for highway right-of-way purposes without compensation to the city, its successors or assigns, or any person, firm or public or private corporation claiming under it, except that in the event improvements have been placed upon the property taken by the State for said purposes, compensation shall be made to the person entitled thereto for the value of his interest in the improvements taken or the damages to such interest.

CHAPTER 1008

(Assembly Bill No. 447)

An act relating to lands granted to the City of San Diego.

[Became law without Governor's signature. Filed with Secretary of State September 30, 1981.]

LEGISLATIVE COUNSEL'S DIGEST

AB 447, Kapiloff. Land grants: City of San Diego.

Under existing law, certain lands have been granted to the City of San Dieg subject to prescribed terms and restrictions.

This bill would authorize the City of San Diego, not later than February 1, 198 to concur by resolution in specified findings and determinations regarding t residential use by mobilehome tenants of specified parcels situated in Mission Ba commonly known as De Anza Point, granted by the state to the City of San Dieg which lands are subject to a 50-year lease agreement entered into by the city f development of the lands as a tourist and trailer park. The concurred-in findin and determinations would be subject to specified conditions requiring public acc to be permitted and specifying that on and after November 23, 2003, the lands sh be developed for park and recreation purposes consistent with the Master Plan f Mission Bay Park in effect on August 11, 1981.

The bill would be inoperative if, by February 1, 1982, the city fails to concur the findings and determinations.

The people of the State of California do enact as follows:

SECTION 1. Notwithstanding any provision of Chapter 142 of the Statute 1945, as amended by Chapter 1455 of the Statutes of 1955, or any provision Chapter 2139 of the Statutes of 1963, the City of San Diego, not later t February 1, 1982, may, with respect to those lands granted in trust to the commonly known as De Anza Point and more particularly described in Section this act, and subject to the provisions of Section 3 of this act, concur by resolu in the following findings and determinations:

(a) The City of San Diego, as trustee for the people of California, has ent into a 50-year lease agreement for development of the described lands as a to and trailer park, which term will end on November 23, 2003.

(b) The described lands were intended by the Legislature to be used for p recreation and public recreational support facilities, which uses could encom transient-type guest housing. However, the described lands have in fact developed with permanent sites for mobilehomes which can no longer be consic public guest housing facilities.

(c) Private residential use of these lands is in conflict with the Legislature's i as declared in the legislative grants.

(d) Many members of the public have made De Anza Point their residenc many years and have come to look upon the lands described in Section 2 of th as their home despite their month-to-month contractual tenancy.

(e) In balancing the hardship of relocating tenants with current public nee

expanded recreational ls on Mission Bay, sufficient lands are available or can be made available for recreational purposes on Mission Bay until the year 2003.

(f) In view of the foregoing, tenants should not be forced, by reason of their residential use of the described lands, to relocate outside those lands before November 23, 2003. Thus, it is the policy of the state to permit existing uses of the described lands to continue until November 23, 2003. This policy is not intended to affect the rights and obligations of landlord and tenant under the terms of existing leases.

SEC. 2. Upon compliance by the City of San Diego with the provisions of this act, the use of the lands described in this section in accordance with this act shall be deemed to be in furtherance of trust purposes and consistent with the provisions of Chapter 142 of the Statutes of 1945, as amended by Chapter 1455 of the Statutes of 1955, and the provisions of Chapter 2139 of the Statutes of 1963. The provisions of this act shall be applicable to the following described lands:

(a) That portion of the lands granted by the State of California to the City of San Diego pursuant to Chapter 2139 of the Statutes of 1963, and designated therein as parcel 3, being 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, that point of beginning being South 14° 35' East a distance of 446.92 feet from the Northeasterly corner of Pueblo Lot 1798; thence South 72° 40' West a distance of 587.40 feet to a point shown as Station "E" on Miscellaneous Map No. 69; thence South 78° 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° 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° 14' 33" a distance of 399.05 feet; thence South 89° 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° 35' East a distance of 294.32 feet to the point of beginning, containing 10.20 acres, more or less.

(b) Also, that portion of the lands granted by the State of California to the City of San Diego pursuant to Chapter 2139 of the Statutes of 1963, and designated therein as parcel 1, being 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, that point of beginning bears South 14° 35' East a distance of 446.92 feet from the Northeasterly corner of Pueblo Lot 1798; thence North 72° 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° 8' 12" a distance of 155.57 feet; thence North 89° 08' 12" West a distance of 175.92 feet to a point on a straight line between the Northeasterly corner of Pueblo Lot 1798 and

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(c) Also, that portion of the lands granted by the State of California to the City of San Diego pursuant to Chapter 142 of the Statutes of 1945, and more particularly described as follows:

Beginning at a point 446.92 feet South 14° 35' East from the Northwesterly corner of Pueblo Lot 1798, that 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 78° 40' West a distance of 587.40 feet; thence South 78° 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 the Mean High Tide Line a distance of 1041.08 feet, more or less; thence North 79° 48' 30" East a distance of 830 feet, more or less; thence North 52° 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° 27' East a distance of 370.0 feet, more or less, to a point in the waters of Mission Bay; thence North 29° 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 the parcel referenced immediately above; thence South 72° 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.

(d) Also, that portion of the lands granted by the State of California to the City of San Diego pursuant to Chapter 142 of the Statutes of 1945, and more particularly described as follows:

Beginning at the Southwesterly corner of the parcel referenced immediately above, which is a point on the Mean High Tide Line of Mission Bay that point bearing South 25° 18' 31" West a distance of 1934.00, more or less, from the Northeasterly corner of Pueblo Lot 1798; thence South 10° 11' 30" East along the Mean High Tide Line a distance of 20 feet; thence continuing along the 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° 40' 02" East along the Mean High Tide Line a distance of 1283.0 feet, more or less; thence Easterly, Northerly and Westerly along the Mean High Tide Line along a curve to the left a distance of 894.10 feet, more or less; thence North 4° 47' 16" West a distance of 100.0 feet to a point in the waters of Mission Bay; thence South 83° 40' 09" West a distance of 827.61 feet to a point in the waters of Mission Bay; thence North 4° 47' 16" West a distance of 270 feet to a point in the waters of Mission Bay, that point being the Southeasterly corner of the parcel referenced immediately above; thence South 52° 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° 27' West a distance of 265.83 feet, more or less; thence South 79° 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.

SEC. 3. The findings and determinations concurred in by the City of San Diego pursuant to Section 1 of this act shall be subject to compliance with the following conditions:

(a) Until November 23, 2003, public access to the lands described in Section 2 of this act shall be permitted to the maximum extent possible.

(b) On and after November 23, 2003, the lands described in Section 2 of this act shall be developed for park and recreation purposes consistent with the Master Plan for Mission Bay Park as in effect on August 11, 1981, and shall be maintained and operated or caused to be maintained and operated for these purposes by the City

San Diego under the provisions of Chapter 142 of the Statutes of 1945, as amended by Chapter 1455 of the Statutes of 1955, and the provisions of Chapter 2139 of the Statutes of 1963, and the City of San Diego may administer the lands in any manner consistent with the provisions of those statutes.

(c) The City of San Diego shall submit an annual report and audit to the State Lands Commission on the management of the lands described in Section 2 of this act and the progress in increasing public use of the area while respecting tenants' rights to remain.

(d) The City of San Diego and its lessee shall notify all tenants and residents of the mobilehome park of the existence of this act and the provisions contained herein.

(e) The City of San Diego shall, in any renegotiation of the existing lease with its lessee, insure that fair rental value be obtained by the city as trustee of these lands and shall not execute any lease amendment prior to formal written approval by the State Lands Commission.

(f) The provisions of Section 6359 of the Public Resources Code shall not apply to this act.

SEC 4. If by February 1, 1982, the City of San Diego fails to concur in the findings and determinations set forth in Section 1 of this act, the provisions of this act shall be inoperative.

NOTICE TO TENANTS

AT

DE ANZA HARBOR RESORT

NOTICE IS HEREBY GIVEN, pursuant to the terms of Assembly Bill 447 of the California Legislature 1981-82 regular session and the TENTH AMENDMENT TO LEASE AGREEMENT between the City of San Diego and De Anza Mobile Estates dated January 29, 1982 as follows:

1. Assembly Bill 447 directly affects the property covered by the aforesaid lease. A copy of Assembly Bill 447 is attached hereto as Exhibit 1.

2. The aforesaid lease requires tha LESSEE, De Anza Mobile Estates shall provide to all present and future occupants of mobile home spaces on the premises leased, notice that such occupants shall not be entitled to and may not claim:

a. Any relocation allowances, benefits, monetary payments or any other rights of any kind or amount at any time whatsoever by reason of, or arising out of, the provisions of the said Assembly Bill 447 or by virtue of any action or inaction of LESSEE or LESSOR pursuant to said Bill; or

b. Any extension by LESSOR or LESSEE of the term of their individual subleases pursuant to any provision of the basic lease or by reason of, arising out of the provisions of Assembly Bill 447.

3. The City of San Diego, under terms of the TENTH AMENDMENT TO LEASE AGREEMENT, has agreed that it will consider a Redevelopment Plan involving that portion of De Anza Mobile Estates which is not being utilized for mobile home space rental. The Plan shall not require displacement of mobilehomes, but may potentially require relocation of mobilehomes within the lease area. The City may, at its sole discretion accept, reject or modify the Redevelopment Plan.

4. The date of expiration of the basic lease is November 23, 2003, unless sooner terminated in accordance with the terms thereof and under no circumstances shall any occupant's term be extended beyond November 23, 2003 or said earlier termination date.

5. Neither Assembly Bill 447 nor the TENTH AMENDMENT TO LEASE AGREEMENT lengthens, shortens, or otherwise modifies the individual subleases or agreements between LESSEE and occupants of mobile home spaces, or precludes the City of San Diego from considering amendments to the lease agreement prior to November 23, 2003.

ATTACHMENT 4

State of California)
) ss.
County of San Diego)

On _____,
before me, the undersigned,
a Notary Public in and for
said State, personally
appeared _____

_____,
Known to me to be the person
who executed the within in-
strument and acknowledged to
me that _____ executed same.

_____
Notary Public

RECEIPT OF THE ABOVE NOTICE IS
HEREBY ACKNOWLEDGED:

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Space: _____

DE ANZA MOBILE ESTATES

By: THEODIS GIBBS
For the Operating General Partners

Title: General Manager

Attest: _____