

PROPERTY DEPARTMENT

DOCUMENT NO. 732507

FILED JUL 8 1970

LEASE AGREEMENT

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

THIS LEASE AGREEMENT, executed this 9th day of June, 1970, by and between THE CITY OF SAN DIEGO, a municipal corporation, (CITY), and EARL BISHOP (LESSEE), whose address is Route 1, Box 112, El Centro, California 92243, hereinafter called respectively "CITY" and "LESSEE" without regard to number or gender, WITNESSETH:

(A) DEMISE: Subject to all covenants and conditions hereinafter set forth, CITY hereby leases to LESSEE and LESSEE leases from CITY, for the purpose establishing, operating and maintaining a Grade A dairy plant and general agricultural uses and for no other purposes, those certain premises, together with appurtenances thereto situated in the County of San Diego, State of California, described as follows:

*Parcel II
terminated 4/8/76*

Those portions of Sections 34 and 35, Township 12, South, Range 1 West, in San Pasqual Valley as shown outlined in red on drawing marked "EXHIBIT A" attached hereto and made a part of this agreement and designated as PARCEL 1 and ~~PARCEL 2~~.

EXCEPTING THEREFROM, all public roads and highways.

(B) TERM: The term shall be for a period of THIRTY (30) years for the area designated Parcel 1 and SIX (6) years for the area designated Parcel 2 beginning on the date of execution hereof and ending on the 8 day of JUNE, 2000 for Parcel 1 and ending on the 8 day of JUNE, 1976 for Parcel 2.

(C) RENT: LESSEE shall pay to City, at the Office of the City Treasurer, City Administration Building, Community Concourse, San Diego, California 92101, the following rent:

1. For the first six (6) years of said term, commencing on the effective date of this agreement, the rent shall be FIVE THOUSAND DOLLARS (\$5,000.00) per year, payable \$2,500.00 semi-annually in advance.
2. Beginning on the seventh (7) year of this agreement and for the remainder of said term the annual rent shall be, for Parcel 1, \$10.00

per acre per year, for upland pasture being used, \$50.00 per acre per year on irrigated land, and \$3.00 per head per cow being milked per month, payable yearly in arrears within 45 days; or a minimum annual rent of \$10,000.00, whichever of the amounts is the greater. Said minimum rent shall be payable \$2,500.00 quarterly in advance on or before the first day of each quarter, and shall be credited against the amount of annual rent due as determined by this paragraph.

(D) COVENANTS AND CONDITIONS:

1. DELINQUENT RENT COMPENSATION. In the event LESSEE fails to pay the applicable rents when due, then LESSEE shall pay CITY, in addition to the delinquent rent, a sum of money equal to five per cent (5%) of said delinquent rent. In the event said delinquent rent is still unpaid after fifteen (15) days of becoming delinquent, then LESSEE shall pay CITY, instead of said five per cent, a sum equal to ten per cent (10%) of said delinquent rent. Such additional sum or sums shall be deemed compensation to CITY for loss resulting from such delinquency, including costs to CITY of servicing the delinquent account. The City Manager of CITY may for good cause waive any such delinquency compensation charge upon written application of LESSEE prior to the delinquent period. Notwithstanding the foregoing provision for delinquent rent compensation, failure by LESSEE to pay rent when due shall constitute a default which, at the option of the City Manager, shall be grounds for termination by CITY under the provisions of Section (D) 17.

2. QUIET POSSESSION. LESSEE, paying the said rent and performing the covenants and conditions hereof, shall and may at all times during the said term peaceably and quietly have, hold and enjoy the said premises for the purpose herein demised. If CITY for any reason whatsoever cannot deliver possession of the said premises to LESSEE at commencement of said term as hereinbefore specified, or, if LESSEE is dispossessed through action of a title superior to CITY'S, then and in either of such events, this Lease shall not be void or voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom; but there shall be determined and stated in writing by the City Manager of CITY a proportionate deduction of the rent covering the period or periods during which LESSEE is prevented from having the quiet possession of the demised premises.

3. INSURANCE RISKS. LESSEE shall not use or permit the use of said premises for any purpose or purposes other than the purposes for which said premises are hereby leased. Unless included within said purposes or necessarily incidental thereto, no use of said premises shall be made or permitted, nor acts done, which would increase the existing rate of insurance upon any CITY buildings which may now or hereafter be located thereon, or which would cause a cancellation of any insurance policy covering said buildings, or any part thereof, nor shall any article which may be prohibited by the standard form of fire insurance policy be, or be permitted to be, kept, used, or sold in or about said premises. LESSEE shall, at its sole cost and expense, comply and secure compliance with all requirements of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering said premises, buildings and appurtenances.

4. IMPROVEMENTS, REPAIRS, ALTERATIONS. LESSEE shall not make any alterations or changes in the leased premises or cause to be made, built or installed thereupon, any improvements and shall not alter any existing improvements, except in accordance with plans and specifications previously submitted to the City Manager and approved in writing by him. LESSEE agrees to take good care of the leased premises, fixtures and appurtenances, and of all alterations, additions and improvements to any of them and make all repairs in and about the same that may be necessary to preserve them in good order and condition (which repairs shall be equal to the original work in respect to quality), and promptly pay the expense of such repairs. CITY shall not be required to make any improvements, repairs or alterations not herein specifically required. LESSEE hereby waives all right to make repairs at the expense of CITY as provided in Section 1942 of the Civil Code of the State of California and all rights provided for by Section 1941 of said Civil Code. By entry hereunder, LESSEE accepts the premises as being in an as is condition and repair, and agrees on the last day of the term, or on sooner termination of this lease to surrender to CITY the premises with improvements in the same condition as when received or as they may have been put into; subject, however, to Section (D) 5 hereof.

5. REMOVAL OF IMPROVEMENTS. CITY agrees that all fixtures and improvements installed by LESSEE in accordance with the provisions herein, and not being a replacement or repair of any improvement or improvements existing and belonging to CITY shall be and remain the property of LESSEE. LESSEE shall have the right to remove said fixtures and improvements prior to expiration or any other termination at LESSEE'S own expense, provided that any damage to CITY'S property or improvements shall be repaired and the premises left in as good order and condition as when LESSEE took possession of the leased premises. In the event LESSEE does not so remove said fixtures and improvements prior to the expiration or any other termination of this agreement, CITY may remove, or sell, or destroy same at LESSEE'S expense, and LESSEE agrees to pay to CITY the reasonable cost of repair of damages to CITY'S property or improvements resulting from such removal, sale or destruction. At CITY'S option any property, real or personal, not removed by LESSEE, may be deemed abandoned. The provisions of this Section (D) 5 shall not apply to any improvements installed under and pursuant to Section (D) 24 hereof.

6. MECHANIC'S LIEN BOND. LESSEE shall save CITY free and harmless, and indemnify CITY against all claims for labor and materials in connection with improvements, repair or alterations to the leased premises, and the cost of defending against such claims, including reasonable attorney's fees.

In the event that improvements, repairs or alterations are constructed on the leased premises by other than CITY, LESSEE shall file with CITY a bond, conditioned for the payment in full of the claims of all persons performing labor, or furnishing materials to be used, upon said premises, in the amount of the estimated cost of the improvement, alteration, or repair as determined by the City Manager. The bond shall be acknowledged by LESSEE as principal and by a corporation licensed by the Insurance commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety.

In the event that a lien is recorded under Chapter II of Title 4 of Part 3 of the California Code of Civil Procedure against the leased premises and the lienholder attempts to perfect such lien by a lawsuit and LESSEE has failed to comply with the requirements of this provision, this lease shall automatically terminate five (5) days after service of summons in such lawsuit upon CITY; provided, however, that the City Manager shall have the right to continue this lease in full force and effect by notifying LESSEE in writing of his election to do so.

7. ENTRY AND INSPECTION. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect CITY'S interests in said premises or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a safe, healthy and satisfactory condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done in order to put said premises in a safe, healthy and satisfactory condition. Provided, however, CITY agrees not to initiate any such work at LESSEE'S expense, in the event that LESSEE causes such work to be commenced within ten (10) days of said notice, and diligently pursues completion thereof within a reasonable time to CITY'S satisfaction. The rights reserved herein and in Section (D) 8, following, shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.

8. RESERVATION FOR CITY USE. CITY hereby reserves all rights, title and interest in any and all gas, oil, minerals and water, upon or beneath said leased premises. LESSEE shall have the right to develop and use natural water on the leased premises for purposes of this lease, but it is expressly agreed that said water shall be used only on the leased premises. LESSEE agrees that upon termination of this agreement, he will leave any wells developed or used

on the leased premises during the term of this lease in good order and condition and with the casing left in place and the well capped. CITY shall have the right to enter said leased premises for the purpose of drilling, operating and maintaining such installations as are necessary or desirable for the development of said gas, oil, mineral and water rights or for making repairs to or developing the municipal services of the CITY. CITY hereby reserves the right to grant and use such easements or establish and use such rights of way over, under, along and across said leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good.

9. ASSIGNMENT. LESSEE shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of the City Manager of CITY. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of LESSEE, by operation of law, without the written consent of the City Manager.

10. COMPLIANCE WITH LAW. LESSEE shall, at its sole cost and expense, comply and secure compliance with all the requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all municipal ordinances, county, state and federal laws and regulations now in force or which may hereafter be in force, and shall pay before delinquency all taxes, assessments, and fees assessed or levied upon the LESSEE or the leased premises by reason of any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by LESSEE or by reason of the business or other activities of LESSEE upon or in connection with said

demised premises. The judgement of any court of competent jurisdiction, or the admission of LESSEE or any sublessee or permittee in any action or proceeding against them or any of them, whether CITY be a party thereto or not, that LESSEE, sublessee or permittee has violated any such ordinance, law or regulation in the use of said premises shall be conclusive of that fact as between CITY and LESSEE.

11. UTILITIES. LESSEE shall order and obtain all utilities and other services necessary or desirable for LESSEE'S use of said premises and all costs, including installation and service charges in connection therewith, shall be borne by LESSEE without expense to CITY therefor.

12. ASSIGNS. Time is of the essence of each and all of the terms and provisions of the lease and this lease shall inure to the benefit of and be binding upon the parties hereto and any successors of LESSEE as fully and to the extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this lease shall extend to, and bind any assigns or sublessees of LESSEE.

13. WAIVER. The waiver by CITY of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition of this lease, other than failure of LESSEE to pay the particular rent so accepted, regardless of CITY'S knowledge of such preceding breach at the time of acceptance of such rent, nor shall any failure on the part of CITY to require the exact full and complete compliance with any of the covenants or conditions of this lease be construed as changing such covenant or condition in any manner or to prevent CITY from enforcing the full provisions hereof.

14. MERGER. The voluntary or other surrender of this lease by LESSEE, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of CITY, terminate all or any existing subleases, or may, at the option of CITY, operate as an assignment to it of any or all such subleases or subtenancies.

15. CONTROL AND ADMINISTRATION OF LEASE; 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 changes thereto or any notices provided for by this lease or by law to be given or served upon CITY may be given or served by letter deposited in the United States mails, postage prepaid, and addressed to, the City Manager, Attention: Property Director, City Administration Building, Community Concourse, San Diego, California 92101. Any notice or notices provided for by this lease or by law to be given or served upon LESSEE may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to LESSEE at the address stated in the commencement hereof, or may be personally served upon LESSEE, or any person hereafter authorized by LESSEE 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.

16. NOXIOUS WEEDS, PESTS AND EROSION. LESSEE shall take proper corrective action, to the satisfaction of CITY, to prevent the infestation of noxious weeds, pests and erosion throughout the entire leased premises.

17. REMEDIES OF CITY. In the event (a) that LESSEE shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by LESSEE and shall fail to cure such default within thirty (30) days following the service on LESSEE of a written notice from City Manager specifying the default complained of and the date on which LESSEE'S rights hereunder will be terminated as hereinafter provided, or (b) that LESSEE shall file a voluntary petition in bankruptcy, or (c) that LESSEE shall be adjudicated a bankrupt, or (d) that LESSEE shall make a general assignment for the benefit of creditors, then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming through LESSEE, immediately cancel and terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE or by reason of LESSEE in or to said premises or in or to further possession thereof and may thereupon enter and take possession of said premises and expel LESSEE and all persons so claiming rights thereto.

The rights and remedies of CITY as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this lease or otherwise to deny to CITY any right or remedy at law or in equity which CITY may have or assert against LESSEE under any law in effect at the date hereof or which may hereafter become effective, it being the intent hereof that the rights and remedies of CITY, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this lease and of any right or remedy at law or in equity which CITY may have against LESSEE.

18. 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 not less than TEN THOUSAND DOLLARS (\$10,000.00) with respect to any property damage. 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 added to the rents due CITY by LESSEE and shall be paid as such on the next day upon which rent becomes due. Provisions of this Section (D) 18 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 his activities or the activities of any person or persons for which he is otherwise responsible.

During the term of this lease, LESSEE agrees to defend in the name of, and on behalf of, CITY, all claims or suits for damages and all fixed costs and interest on all such legal proceedings and pay all sums which CITY may become liable to pay as damages imposed upon CITY by law arising out of accidental bodily injury or death suffered, or alleged to have been suffered, by any person while or upon the premises described in this lease or upon the sidewalks or other ways or premises adjacent thereto. LESSEE further agrees to pay all sums which CITY may become liable to pay as damages imposed upon CITY by law resulting from accidental injury to, or destruction of, property not owned, leased, occupied or used by, or in the care, custody or control of, LESSEE or of CITY or of any employee of LESSEE or CITY, subject to the following conditions:

- a. This agreement shall not apply to any injury or death caused by any employee of CITY;
- b. CITY shall not voluntarily assume any liability or incur any expenses or settle any claims without the prior written consent of LESSEE;
- c. LESSEE shall, on or before the effective date of this lease, deliver to the City Manager of CITY a certificate of bodily injury and property damage liability insurance issued by a company licensed in the State of California to transact such business, indicating that the policy has been endorsed or does otherwise cover the contractual liability imposed by this agreement, and that the insurance company shall notify the City Manager if said policy be terminated or limited in any manner prior to the termination date specified in the certificate.

During the term of this lease, CITY shall have the right to increase the minimum insurance coverage requirements herein set out if, in the reasonable opinion of the City Manager of CITY, the existing insurance becomes inadequate due to any cause; LESSEE agrees to take out and maintain such increased coverages within sixty (60) days following written notice thereof by CITY.

19. HOLDING OVER. Any holding over after the expiration or other termination of said term for any cause shall be deemed a tenancy from month to month, at the rental then in existence under this lease immediately preceding said expiration or termination, and shall otherwise be on the terms and conditions hereof so far as applicable. Such holding over shall include any time employed by LESSEE in removing fixtures and improvements as herein provided.

20. HOLD HARMLESS. CITY, its agents, officers and employees, shall not be liable, nor be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of LESSEE or any of LESSEE'S representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths or them, or any of them, whether caused by or resulting from any act or omission of LESSEE in or about the leased premises, or any act or omission of any person or from any defect in any part of the leased premises or from any other cause or reason whatsoever. LESSEE further agrees to indemnify and save free and harmless CITY and its authorized agents, officers, and employees against any of the foregoing liabilities and any costs and expenses incurred by CITY on account of any claim or claims therefor.

21. WASTE, DAMAGE OR DESTRUCTION OF PREMISES. LESSEE shall give prompt notice to CITY of any fire, damage, or any other detrimental occurrence that may arise from any reason whatsoever affecting the leased premises and improve-

ments thereon. LESSEE shall not commit or suffer to be committed any waste or injury, ordinary wear excepted or conduct any public or private nuisance on the leased premises; LESSEE shall keep the premises reasonably clean and clear of refuse and obstructions and shall dispose of all garbage, trash and rubbish in a manner satisfactory to CITY.

. If the leased premises are damaged by any cause as to render them untenable or unfit for the purposes for which they are leased hereby, and said damages are reparable within a reasonable time, not exceeding sixty (60) days in the opinion of CITY, then LESSEE may elect, by written notice to CITY within thirty (30) days of such damage, to make full repairs so as to restore said premises to the condition which existed prior to the damage; or, LESSEE may elect to clear and remove from said damaged premises all debris resulting from such damage to CITY'S satisfaction and to continue operations on a limited scale on the undamaged remaining premises. In the event LESSEE elects to make such repairs or to clear such debris, the work shall be commenced within thirty (30) days and the restoration or clearance shall be completed within sixty (60) days thereafter. If LESSEE elects to continue operations on a limited scale as provided herein, then the damaged premises, cleared of all debris, shall be deleted from the leased premises and the annual minimum rental hereunder shall be reduced proportionately. In the event LESSEE does not so elect to restore said premises or to continue operations on a limited scale, then either CITY or LESSEE may, after thirty (30) days from the date of damage, terminate this lease upon written notice thereof to the other. Provided, however, LESSEE may not exercise such right to terminate until first clearing all debris from said premises. LESSEE'S failure to comply with the provisions of this Section (D) 21 shall constitute an abandonment of this lease by LESSEE and LESSEE shall then be liable for any costs incurred by CITY in clearing said premises. Nothing herein shall be construed to permit cancellation of this lease by LESSEE if the damage contemplated herein is the result of LESSEE'S negligence or intentional act.

22. TAXES. LESSEE shall pay and discharge before delinquency, all taxes and assessments which may be levied against personal property of LESSEE and against LESSEE'S possessory interest in said premises.

23. CONTROL OF LIVESTOCK. The premises shall be adequately fenced to control livestock without cost to CITY in a manner satisfactory to CITY. LESSEE shall be solely responsible for all damage of any kind resulting from livestock leaving said premises at human direction or otherwise.

24. REQUIRED LEASE IMPROVEMENTS. LESSEE shall make capital improvements and repairs on the leased premises consisting of general cleanup of the lease area, grading and leveling over area for corrals, repair milking barn, construct new corrals, install barn water distribution system, install domestic and irrigation water supply system, repair four houses and construction of a cow wash at a total cost of approximately \$100,000.00. Any improvements made on the leased premises shall be performed in a manner satisfactory to CITY and shall be and remain property of CITY. All improvements as required hereinabove shall be completed prior to the expiration of the second year of this agreement.

25. IMPROVEMENT OF CHANNEL. LESSEE shall maintain the drainage of Santa Ysabel Creek through said premises to confine the waters of said Creek and to regulate the flow thereof within a channel of 150 feet width (measured at valley floor elevation) and 10 feet depth (below the valley floor). LESSEE shall maintain the sideslopes within said channel at a minimum of four (4) feet horizontal to each foot vertical. LESSEE shall remove all excess material from said premises and shall maintain the working channel clear of stockpiles and other obstruction. LESSEE shall have the right to sell excess material excavated and removed from said channel and to retain any proceeds therefrom. All improvements, excavation and general maintenance of said channel shall be subject to CITY specifications and control throughout said term.

26. WARRANTY. The CITY does not warrant that said premises are suitable for the purposes in which they are leased as stated in Section (A) hereof.

27. 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.

28. VERBAL REPRESENTATIONS. It is specifically understood and agreed that this lease contains the complete expression of the whole agreement between the parties hereto, and that there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied between them, except as are fully set forth herein, and, further, that this lease cannot be enlarged, modified, or changed in any respect except by written agreement duly executed by and between said parties.

THE CITY OF SAN DIEGO

Date

June 9, 1970

By

Reno L. Wilhelms
ASSISTANT City Manager

LESSEE

By

Gail Bishop

APPROVED as to form and legality this 2nd day of

June, 1970.

JOHN W. WITT, City Attorney

By

Clifton Reed
Deputy

FE:ar
4-27-70

RESOLUTION No. 199972Adopted on JUN 9 1970

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

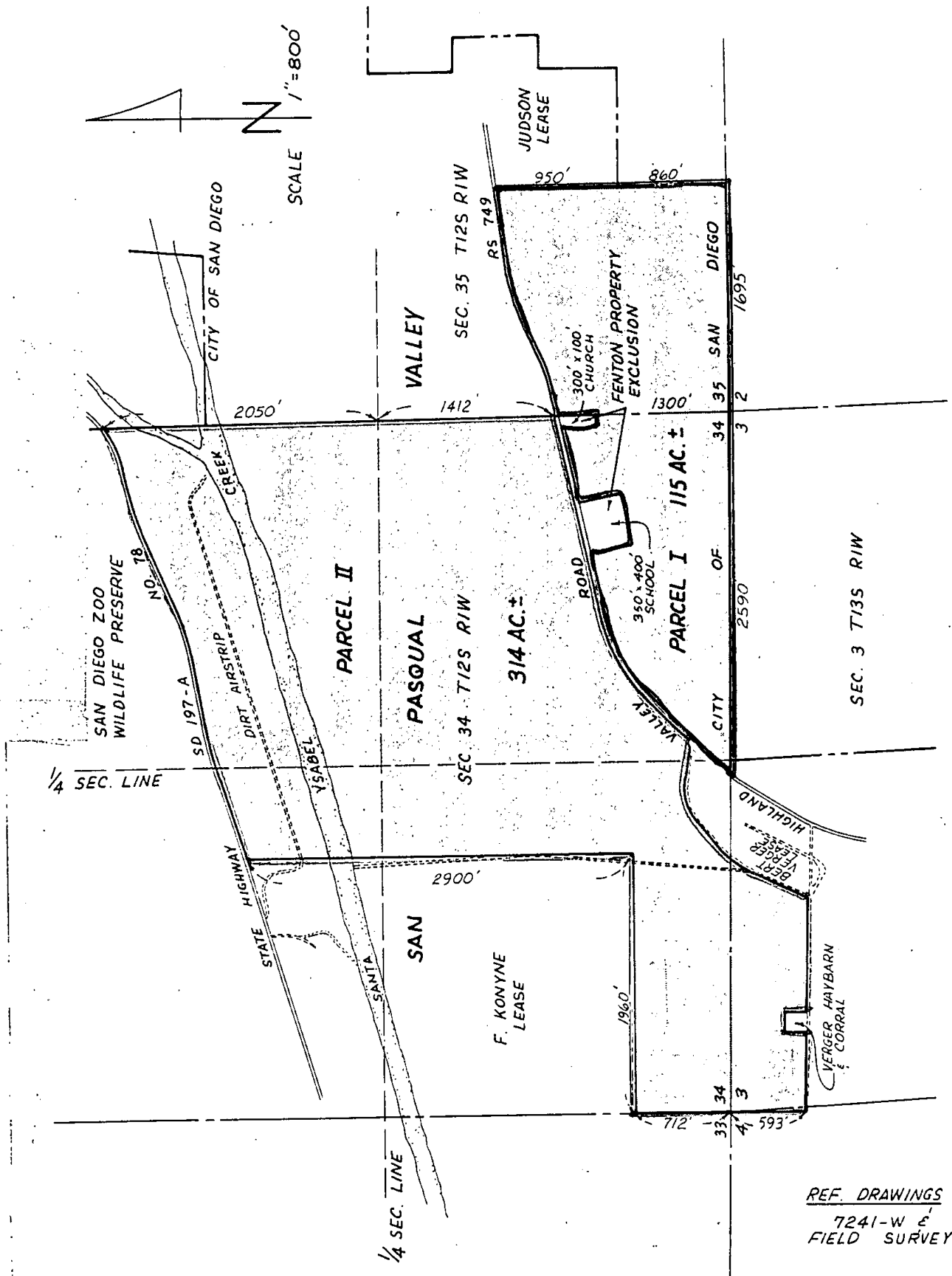
That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City a Lease Agreement with EARL BISHOP, as lessee, leasing approximately 429 acres in San Pasqual Valley, for a term of thirty (30) years as to Parcel I and six (6) years as to Parcel II, at a rental of \$5,000.00 per year for the first six years; for the remaining term of the lease the rent for Parcel I shall be \$10.00 per acre per year for upland pasture being used, \$50.00 per acre per year on irrigated land, and \$3.00 per head per cow being milked per month or a minimum annual rent of \$10,000.00, whichever is greater, for the purpose of establishing, operating and maintaining a Grade A dairy plant and general agricultural uses, under the terms and conditions set forth in the form of Lease Agreement, on file in the office of the City Clerk as Document No.

732211

APPROVED: JOHN W. WITT, City Attorney

By Clifton E. Reed, Deputy

rb/6-2-70

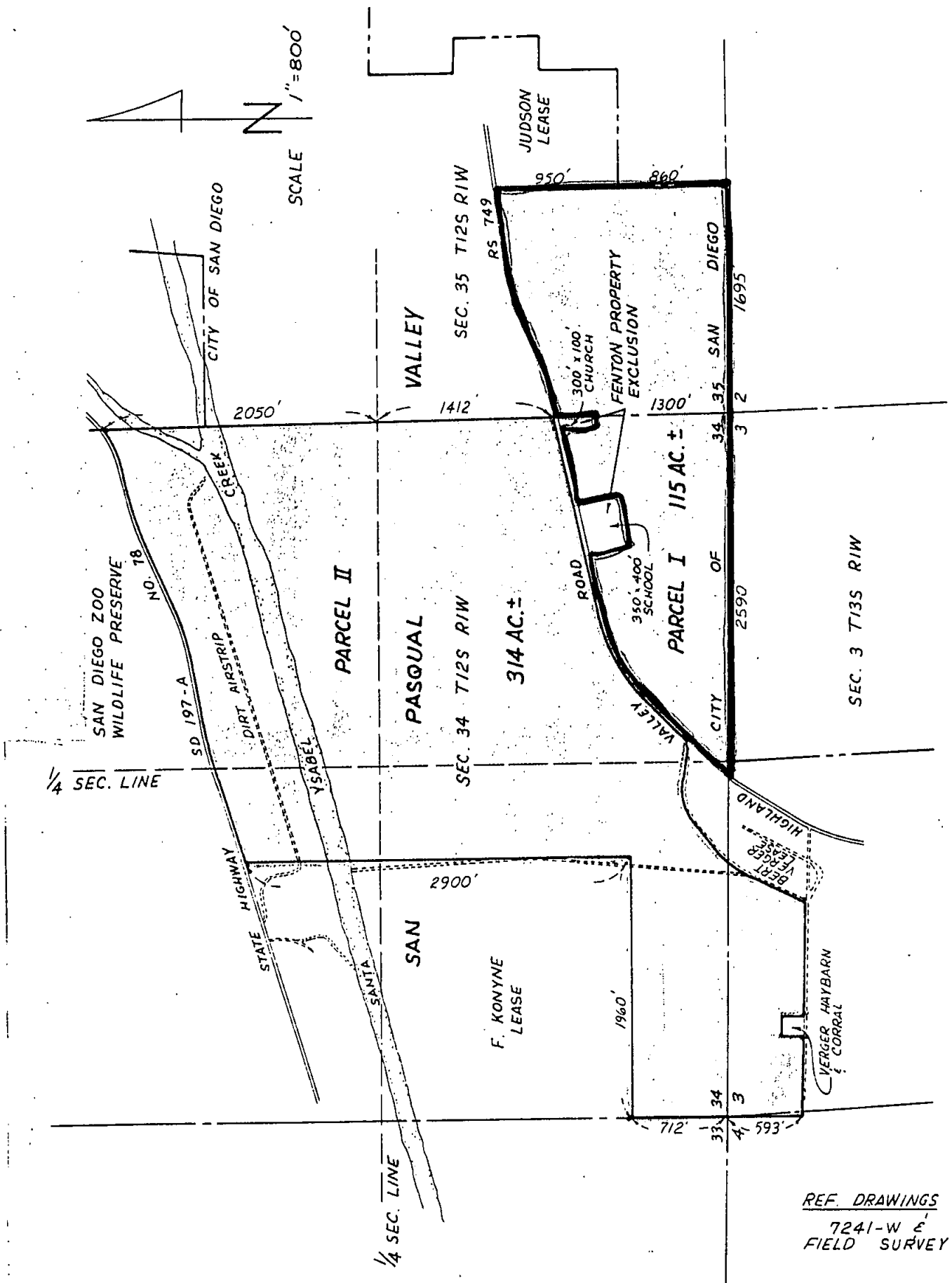


REF. DRAWINGS
7241-W &
FIELD SURVEY

☐ PROPOSED BISHOP LEASE AREA
IN SAN PASQUAL VALLEY

EXHIBIT A

<table border="1"> <tr> <th>DESCRIPTION</th> <th>BY</th> <th>APPROVED</th> <th>DATE</th> <th>FILMED</th> </tr> <tr> <td>ORIGINAL</td> <td>MLR</td> <td>Firkins</td> <td>5-26-70</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>					DESCRIPTION	BY	APPROVED	DATE	FILMED	ORIGINAL	MLR	Firkins	5-26-70																	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 1 OF 1 SHEETS		W.O. NO. 20160
DESCRIPTION	BY	APPROVED	DATE	FILMED																												
ORIGINAL	MLR	Firkins	5-26-70																													
[Signature] 5-26-70 CITY ENGINEER DATE					CONTROL CERTIFICATION																											
[Signature] 5-26-70 DIVISION HEAD					334-1779 LAMBERT COORDINATES																											
[Signature] SECTION HEAD					12296 - B																											



REF. DRAWINGS
7241-W & E
FIELD SURVEY



PROPOSED BISHOP LEASE AREA
IN SAN PASQUAL VALLEY

EXHIBIT A

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA		W.O. NO.
ORIGINAL	MLR	Firkins	5-26-70		ENGINEERING DEPARTMENT		20160
					SHEET 1 OF 1 SHEETS		
					<i>[Signature]</i>	5-26-70	
					ASSISTANT ENGINEER	DATE	CONTROL CERTIFICATION
					<i>[Signature]</i>		
					DIVISION HEAD		334-1779
					<i>[Signature]</i>		LAMBERT COORDINATES
					SECTION HEAD		12296 - B
STATUS							

Earl Bishop
115 acres

June 1, 1989

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

Dear Mr. Lockwood:

This is to notify you that per my discussion with Bill Knowles, your Agricultural Lease Manager, my lease agreement with the City of San Diego, Document No. 732507 dated June 9, 1970, is held by my wife and I as joint tenants. If you approve and agree to our holding the agreement in joint tenancy, please so indicate by signing below and returning the original copy of this letter to me for my records, Route 1, Box 932, Escondido, California 92025.

Sincerely,


Earl Bishop

Approved and agreed to this 1st day of June, 1989.

By


Maureen A. Stapleton
Deputy City Manager

Original is in
City Clerk's
files

Earl Bishop
Summary of Lease Agreement

Purpose	Operating a Grade A Dairy and general agricultural uses.
Property	115 acres.
Term	June 9, 1970 - June 8, 2000.
Rent	\$10,000 per year, or \$10 per acre per year, for upland pasture being used, \$50 per acre per year for irrigated land, and \$3 per head per cow being milked per month - whichever is greater. Rent is payable quarterly in advance.
Insurance Risks	Standard clause.
Improvements, Repairs Alterations	Standard clause.
Removal of Improvements	All improvements and fixtures installed by Lessee that are not a repair or replacement of existing improvements shall remain the property of Lessee. Corrals, milking barn, barn water distribution system, domestic and irrigation water supply system, four houses and cow wash are, and remain, property of City.
Entry and Inspection	Standard clause.
Reservation for City Use	Standard clause. (Lessee has right to develop and use natural water on the premises for purposes of lease. Water must be used only on the leasehold.) City has right to grant easements.
Assignment	Must be approved by City Manager.
Compliance with Law	Standard clause.
Noxious Weeds, Pests and Erosion	Standard clause.
Remedies of City	Standard clause (default must be cured within 30 days.)
Insurance	\$1 Million Dollars Combined Single Limit Liability Insurance. Fire Insurance - \$183,000 on barns, buildings and structures.
Waste, Damage or Destruction of Premises	Standard clause.

Taxes

Standard clause.

Control of Livestock

Premises must be adequately fenced. Lessee responsible for all damages caused by livestock leaving property.

Required Lease Improvements

Lessee required to grade and level areas for corrals, repair milking barn, construct ~~repair~~ *new* corrals, install wastewater distribution system, install domestic and irrigation water supply system, repair four houses, and construct cow wash at a total cost of \$100,000. All of the above were to have been completed prior to end of second year of lease.

Improvement of Channel

From 1970-1976 maintenance of Santa Ysabel Channel was required. In 1971 Parcel 2 lease expired and improvement of channel is no longer Lessee's responsibility.

WRK:mh
7/7/81