



THE CITY OF SAN DIEGO

June 21, 2007

Suzanne Serafin
President
Hanohano Outrigger Canoe Club
2112 Garfield Road
San Diego, CA 92110

CITY OF SAN DIEGO REAL ESTATE ASSETS DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

Dear Ms. Serafin:

Subject: Month to Month Holdover – Right of Entry Permit – The City of San Diego /
Hanohano Outrigger Canoe Club – Fiesta Island

This letter is to correct dated referenced in my June 11, 2007 correspondence to you. The right of entry permit will expire on July 22, 2007. Effective July 23, 2007, the permit will be placed on month to month holdover. Effective August 1, 2007, the permit monthly permit fee will be increased to \$247.50. The adjusted fee is comparable to the current City wide non-profit administrative fee for non-profit lessees. The permit fee will be adjusted on January 1 of each year during your tenancy.

Should you have any questions, I can be reached at (619) 235-5248.

Sincerely,

Vladimir Balotsky
Property Agent

Lease File: Hanohano Outrigger Canoe Club



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

CITY OF SAN DIEGO

RIGHT OF ENTRY PERMIT

THIS RIGHT OF ENTRY PERMIT ("Permit") is executed by and between the CITY OF SAN DIEGO, a municipal corporation ("City"), and HANO HANO OUTRIGGER CANOE CLUB, a California nonprofit corporation, and the SAN DIEGO DRAGON BOAT TEAM, a California nonprofit corporation, ("Permittee").

1. **Right to Enter.** City hereby grants permission to Permittee to enter upon City-owned property located adjacent to the Boy Scouts leasehold on Fiesta Island, Mission Bay, San Diego, CA, consisting of 6,460 square feet, and as specifically set forth on the attached Exhibit "A" ("Permit Area"), incorporated by this reference. Permission to enter the Permit Area is conditioned upon the terms set forth below.
2. **Use of Permit Area.** Permittee shall have non-exclusive use of the Permit Area for the sole purpose of access to and storage of outrigger canoes, dragon boats and ancillary equipment, **and for no other purpose whatsoever.** Said equipment is set forth in the attached Exhibit "B" ("Equipment"). The general days and hours of operation and use of the Permit Area will be Monday thru Friday, 4:30 pm to 8:30 pm and Saturdays and Sundays from 7:00am to 11:00 am. with occasional earlier or later hours activity. Permittee shall be responsible for obtaining all permits and security for the maintenance and use of the Permit Area. Dirt access road from parking lot to water shall be kept clear at all times. Unless otherwise permitted, parking shall be limited to outside of the Boy Scouts compound between Memorial Day and Labor Day, and other times as directed by the Mission Bay Park Manager.
3. **Permit Fee.** Consideration to City for granting this Permit shall be a Six Hundred Dollar (\$600) non-refundable processing fee and a one hundred forty four dollars (\$144.00) monthly Permit Fee commencing on the Effective Date, as defined below. Permit fees should be made by check payable to the City Treasurer and mailed to the Office of the City Treasurer, P.O. Box 122289, San Diego, CA 92112-4165 or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, CA 92101, on or before the first day of each month. The first and last months Permit fees will be prorated as necessary to achieve payment on the first of the month. To compensate City for loss of interest and staff time associated with monitoring and follow-up on late payments, payments postmarked or paid in person after the first of the month will be subject to a late fee of five percent (5%) of the monthly Permit fee if one (1) to fifteen (15) days past due, and to an additional five percent (5%) [for a total of ten percent (10%)] late fee if sixteen (16) or more days past due. In no event shall the late fee be less than Twenty-Five Dollars (\$25).
4. **Effective Date.** This Permit shall be in effect upon execution by City and Permittee and as of the approval date of the City Attorney ("Effective Date") and shall expire three (3)

years thereafter.

5. **Insurance.** Prior to approval of this Permit by City, Permittee shall deliver to City a certificate of insurance for public liability and property damage in which "The City of San Diego, its elected officials, officers, representatives, agents and employees" are named as additional insureds, in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit liability with an occurrence claims form. The policy shall be kept in force for the duration of this Permit. The certificate of insurance shall be filed with City's Real Estate Assets Department upon execution of this Permit.
6. **Hold Harmless.** Permittee agrees to defend, indemnify, protect, and hold City, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the grant of this Permit to the Permittee, the development or operation of the Permit Area or the work and operations to be performed under this Permit, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees.
7. **No Discrimination.** Permittee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permittee's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
8. **Permittee's Risk.** All risks in connection with Permittee's use of the Permit Area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee. **All risk to loss or damage to equipment stored by Permittee on the Permit Area shall be borne in full by Permittee. City shall not be responsible or liable for any loss or damage to property or equipment stored in the Permit Area, or any other loss or damage that occurs in the Permit Area.**
9. **Nuisance.** Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
10. **Revocable Permit.** This Permit is not a lease. It is a license to use City property, revocable at any time by City. It is mutually agreed that City shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this Permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this Permit. City shall have and maintain the right at all times to enter upon the Permit Area in

City's sole discretion.

11. Possessory Interest Tax. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Such tax payment shall not reduce any fee paid City under this Permit. Permittee shall pay any tax or assessment before it becomes delinquent.
12. Compliance with Laws. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area.
13. No Assignment. Permittee shall not assign any rights granted by this Permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this Permit.
14. Signs. No signs shall be displayed on the Permit Area without the prior written consent of the City Manager.
15. Encumbrances. Permittee shall keep the Permit Area free from all encumbrances and liens of any nature during the term of this Permit. Permittee shall defend, hold harmless and indemnify City from and against any and all such encumbrances and/or liens and from and against any claim, liability, cost or expense (including all costs and attorneys' fees), which may be filed or instituted against the Permit Area (including without limitation Permittee's failure or the failure of any contractor or subcontractor hired by Permittee) to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections.
16. Maintenance of the Permit Area. Permittee shall be solely responsible for maintaining the Permit Area in a decent, safe, healthy and sanitary condition at all times during the entire term of this Permit to the satisfaction of the City Manager or designee.
17. Waiver. The failure of City to insist upon strict performance by Permittee of any condition of this Permit, in one or more instances, shall not be construed as a waiver of any such condition, and the same shall remain in full force and effect.
18. Oral Representations. This Permit contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth herein. The conditions hereof cannot be changed in any respect except by written agreement between the parties.
19. Permit Fee Adjustment. Beginning with the second year of this Permit and continuing

each year thereafter, the Permit fee shall be increased annually as of the commencement date. The monthly increase shall be four (4) percent of the preceding year's monthly permit fee.

20. Floodplain Restrictions. Due to the location of the Permit Area in a floodplain, grading, filling, dumping, new planting or fencing are prohibited unless first approved in writing by the City Manager. Permittee shall not change the surface grade or construct any barriers on the Permit Area. Any such violations will be corrected by Permittee, at its sole expense, to the satisfaction of the City Manager and are grounds, at City's option, for immediate termination of this Permit.
21. Inspection. City may enter and inspect the operations permitted under this Permit at any time.
22. Legal Proceedings. Should it become necessary for City to commence legal proceedings to collect any payments due hereunder or to enforce any other condition of this Permit, Permittee agrees to pay all legal costs in connection therewith, including reasonable attorneys' fees.
23. Notices.

Notices to City shall be mailed to:

City of San Diego
Real Estate Assets Department
Attention: Deputy Director, Asset Management and Marketing Division
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

Notices to Permittee shall be mailed to:

Hanohano Outrigger Canoe Club
Suzanne Serafin
2112 Garfield Road
San Diego, CA 92110

San Diego Dragon Boat Team
Les Hopper
1666 Garnet Avenue #513
San Diego, CA 92109

or notices may be delivered to Permittee.

24. Governmental Approvals. By the granting of this Permit, neither City nor the Council of City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or

operation of the Permit Area. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the Permit Area.

25. Parking. The entrance to the Permit Area shall be unobstructed at all times. Parking is not permitted in the adjacent parking lot.

IN WITNESS WHEREOF, this Right of Entry Permit is executed by City, acting by and through its City Manager, and by Permittee, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date: 5/10/04

By: [Signature]
Jack D. Farris, Deputy Director

HANOHANO OUTRIGGER CANOE CLUB, a
California nonprofit corporation

Date: 4-25-04

By: [Signature]
Name: Suzanne H. Serafin
Title: President

DRAGON BOAT CLUB a California nonprofit
corporation

Date: 4/25/04

By: [Signature]
Name: Fred Franklin
Title: Vice President

PARK AND RECREATION DEPARTMENT

Date: 5/4/04

By: [Signature]

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section
15301.

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

Date: 2-23-04

By: Allison Raap

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Date: 7-23-04

By: [Signature]
Deputy City Attorney

JPA/

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1/27/04

- Canoes on the sand - $120' \times 50' = 6000$ sq. ft.
- Boat Rack 1 - $6' \times 25' = 150$ sq. ft.
- Boat Rack 2 - $6' \times 25' = 150$ sq. ft.
- Storage Container - $8' \times 20' = 160$ sq. ft.

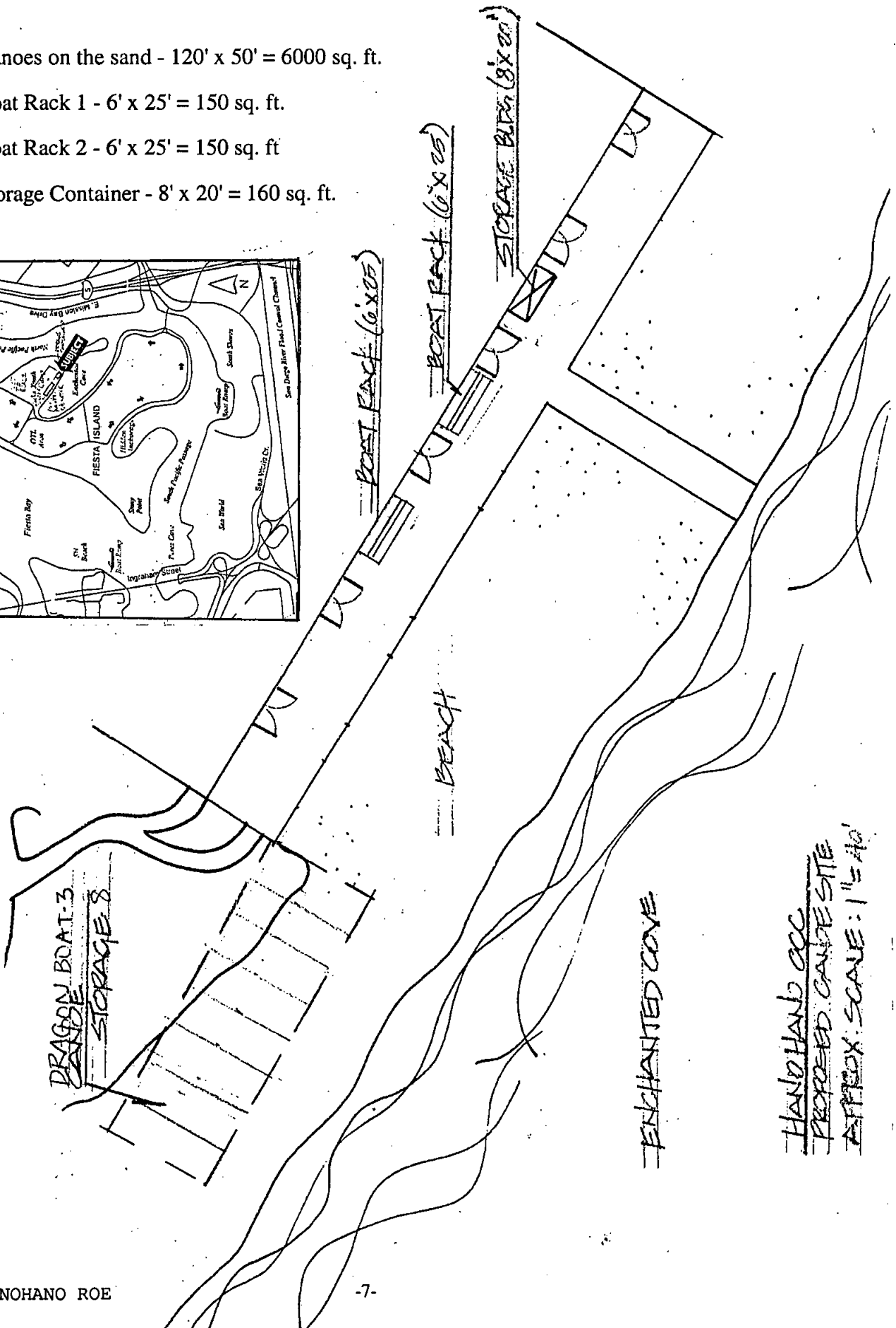
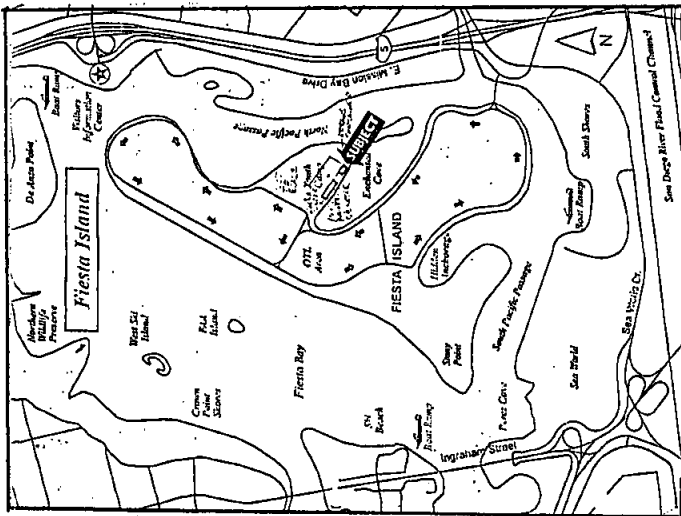


EXHIBIT "B"- EQUIPMENT

- 6 Dragon boats
- 8 Outrigger Boats
- 2 Boat Racks that hold 12 boats each = total of 24
- 1 Storage Unit