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Lease Agreement

THE CITY OF SAN DIEGO

SEAFORTH SPORTFISHING CORPORATION, a California corporation

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CITY OF SAN DIEGO PERCENTAGE LEASE

This Lease Agreement ("Lease") is entered into between the CITY OF SAN DIEGO, a municipal corporation ("CITY") and SEAFORTH SPORTFISHING CORPORATION, a California corporation ("LESSEE")."

SECTION 1: USES

1.1 Leased Premises.

CITY leases to LESSEE and LESSEE leases from CITY all of that CITY-owned real property situated in the City of San Diego, County of San Diego, State of California, described in Section 9.1 as Exhibit "A", Legal Description, and in Section 9.2 as Exhibit "B", Aerial Map of the Leased Property, attached to this Lease and by this reference made part of this Lease. The real property is hereinafter called the "Premises."

1.2 Sole Permitted Uses.

The Premises are leased to LESSEE solely for the purposes of construction, operation, and maintenance of a sportfishing headquarters and marina, together with facilities for the mooring, sale and rental of boats and boating and fishing equipment (including related office and storage space); for the sale of food, beverages, alcoholic beverages limited to beer and wine; tobacco and confections; for the rental of pleasure boat slips; for the operation of dive boat, whale watching, sightseeing, research and similar charters; all in accordance with the Development Plan referenced in Section 6.12, Development Plan, and for other uses and related or incidental purposes as may be first approved in writing at the sole discretion of City Manager and for no other purpose. The type(s) and numbers of rental boats offered by LESSEE for rent shall be subject to the written approval of the City Manager of CITY. The use of the Premises for any unauthorized purpose shall constitute a substantial default and subject this Lease to termination at the sole option of CITY. LESSEE covenants and agrees to use the Premises throughout the Term (defined in Section 2.1, Term) for the above-specified purposes and to diligently conduct the business on the Premises to produce the most gross income that can be reasonably expected. Failure to continuously use the Premises for the above-specified purposes, or the use of the Premises for purposes not authorized in this Lease, shall be grounds for termination by CITY. The knowing use of the Premises for any unauthorized purpose shall constitute a substantial default and subject this Lease to termination at the sole option of CITY.

1.3 Related Council Actions.

By entering into this Lease, 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 Premises. 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 Premises. LESSEE shall diligently seek all entitlements and actions, from both CITY and other governmental agencies with jurisdiction over the Premises, as are necessary to develop and operate the uses contemplated by this Lease, all at no cost to CITY.

1.4 Quiet Possession.

LESSEE, paying the rent and performing the covenants and agreements in this Lease, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises. If CITY for any reason cannot deliver possession of the Premises to LESSEE at the commencement of the Term, or if during the Term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then this Lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Premises.

1.5 Easements and Reservations.

- a. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the Premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Premises and for business interruption damages directly resulting from CITY exercising the rights reserved in this section, if such interference is substantial or unreasonable and if business interruption is greater than 30 days. The reimbursement may include a reduction in the rent proportionate

to the amount of physical damage to, or interference with use of, the Premises as may be agreed between LESSEE and CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

1.6 Competent Management.

Throughout the Term of this Lease, LESSEE shall provide competent management of the Premises for the intended uses to the satisfaction of the City Manager. For purposes of this section, "competent management" shall mean demonstrated ability in the management and operation of a Sportfishing headquarters, a pleasure craft marina, facilities for the sale and rental of boats and boating and fishing equipment, a coffee and sandwich shop, and related activities in a fiscally responsible manner.

SECTION 2: TERM

2.1 Term.

The term of this Lease shall be forty (40) years ("Term"). The Term of this Lease is effective following execution by the City Manager, and approval by City Attorney ("Commencement Date"). If the Commencement Date is not the first day of a calendar month, then the Term shall include the partial calendar month from and including the Commencement Date through the last day of the full Term, so that the Term shall expire on the last day of a calendar month. "Lease Year" as used in this Lease shall mean the 12-month period commencing on the first day of the calendar month following the Commencement Date.

2.2 Holdover.

Any holding over by LESSEE after Lease expiration or Lease termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease constitutes a month-to-month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, at the sole discretion of the City Manager, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will with thirty (30) days prior written notice.

2.3 Surrender of Premises.

At termination of this Lease for any reason, with the exception of the termination provision delineated in Section 6.15, Coastal Commission Approval, of this Lease, LESSEE shall execute, acknowledge, and deliver to CITY, within five (5)

days after written CITY demand, a valid and recordable quitclaim deed covering all of the Premises. The Premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition. If LESSEE fails or refuses to deliver the required deed, CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision, and the notice will be conclusive evidence of the termination of this Lease and all LESSEE'S rights to the Premises.

SECTION 3: RENT

3.1 Time and Place of Payment.

All rents required under this Lease must be made payable to the City Treasurer and mailed to:

The Office of the City Treasurer
City of San Diego
P.O. Box 122289
San Diego, California 92112-4165

or hand-delivered to

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California.

The place of payment may be changed at any time by CITY upon thirty (30) days written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.2 Rent.

- a. Minimum Rent. Except as provided in Section 3.2f., Construction Period, and Section 6.11, Unavoidable Delay, of this Lease, the annual minimum rent ("Minimum Annual Rent") established for the first five (5) Lease Years following the Commencement Date of this Lease is Five Hundred Thirty One Thousand Seven Hundred Sixty Four Dollars (\$531,764) and representing eighty percent (80%) the average actual rent payable to City for the three years immediately preceding the commencement of this Lease. For the remaining term of this Lease, the Minimum Annual Rent

shall be adjusted in accordance with Section 3.2b, Minimum Rent Adjustment, of this Lease.

If the total amount of percentage rent payable to CITY as provided in Section 3.2(c), Percentage Rents, of this Lease for any Lease Year is less than the Minimum Annual Rent for that year, then LESSEE shall pay to CITY within forty-five (45) days of the end of the Lease Year the deficit between the amount actually paid by LESSEE for that Lease Year and the Minimum Annual Rent.

- b. Minimum Rent Adjustment. Effective at the beginning of the first day of the sixth Lease Year of this Lease and at the beginning of each five-year period thereafter during the Term, the annual minimum rent shall be adjusted to eighty percent (80%) of the annual average of actual rents paid or accrued during the three (3) years preceding the adjustment date. It is recognized that the adjustment shall be calculated by CITY upon completion of payments due for the preceding rental period in order to determine the amount of the adjustment to be effective on the dates stated in this Lease. Until the calculations are completed, LESSEE shall continue paying minimum rent at the prior rate. Any additional rents determined by the adjustment to be due for the periods previously paid at the prior rate shall be paid to CITY within thirty (30) days following written notice. In no event shall any such minimum rent adjustment result in a decrease in the minimum rent requirement in effect immediately prior to the adjustment date.
- c. Percentage Rents. Percentage rents will be calculated on a calendar month basis and will consist of the following percentages of the Gross Income resulting from the use of the Premises:

Percentages

Business Activities

Seven Percent (7%)

Of the Gross Income derived by LESSEE from the sale of tickets for sportfishing, diving, research, sightseeing or other boating activities approved in Section 1.2 Uses, of this Lease, whether sold on a charter basis or individual basis.

Twenty-Two and
One-Half Percent (22.5%)

Of the Gross Income derived by LESSEE from the rental of boat slips. The percentage rate from this activity shall increase to twenty-five

	percent (25%) at the beginning of the sixth Lease Year.
Ten Percent (10%)	Of the Gross Income from all other vessel rentals.
Seven Percent (7%)	Of the Gross Income from sale of bait and tackle and tackle rental.
Four Percent (4%)	Of the Gross Income from multiple-day boat trips that include food, stateroom, berthing, and Mexican and American custom clearance.
Three Percent (3%)	Of the Gross Income derived by LESSEE from the sale of food and non-alcoholic beverages.
Five Percent (5%)	Of all commissions derived by LESSEE from the sale of used boats, used boat engines, and used boat trailers in which LESSEE has no financial interest.
Seven Percent (7%)	Of the Gross Income from sale of gifts, novelties, souvenirs, clothing, luggage, jewelry, cigars, cigarettes, candy, sundries, and incidentals.
Six Percent (6%)	Of the Gross Income derived by LESSEE from the sale of beer and wine.
Seven Percent (7%)	Of the commissions received from the sale of California Sportfishing Licenses.
Four Percent (4%)	Of the Gross Income derived by LESSEE from the service of boats and boat engines, the sale of boat and engine parts, boat and engine accessories and marine hardware.

Two Percent (2%)	Of the Gross Income derived by LESSEE from the sale of boats, and boat engines (whether new or used) including any accessories involved at the time of sale.
Ten Percent (10%)	Of the commissions received by the LESSEE from coin-operated machines, other than food and beverage dispensing machines, in which LESSEE has no ownership equity, and of the Gross Income from said machines in which LESSEE does have an ownership equity.
Three Percent (3%)	Of the commissions received by LESSEE from food and beverage (non-alcoholic) dispensing coin-operated machines in which LESSEE has no ownership equity, and of the Gross Income from said machines in which LESSEE has an ownership equity.
Fifty Percent (50%)	Of LESSEE'S commissions received from coin-operated telephones.
Ten Percent (10%)	Of LESSEE'S Gross Income from all other telephone operations.
Ten Percent (10%)	Of the Gross Income or commissions received by LESSEE or any sublessee from all automated teller machine ("ATM") operations.
Ten Percent (10%)	Of the Gross Income derived by LESSEE from the rental of dry storage lockers. The percentage rate from this activity shall increase to twenty percent (20%) at the beginning of the sixth Lease Year.

Twenty Percent (20%)

Of the Gross Income derived by LESSEE from any other source permitted under the purpose of this Lease.

All income to LESSEE from sale of merchandise to other dealers, at actual cost with no mark up, as a method of changing inventory and resulting in no profit for LESSEE, shall be excluded from computation of Gross Income. Galley sales of food and beverages, and sales of Mexican fishing licenses and bunk fees made from boats operating from the Premises also shall be excluded from computation of gross income. Allowances made by LESSEE for "traded-in" merchandise shall be excluded from computation of Gross Income, provided LESSEE keeps adequate records, in the opinion of the CITY, from which CITY can determine what allowances will be made.

The City Manager, in his sole discretion, may approve another percentage rate or flat rate of rent for each other incidental service or operation supplementary to the permitted use(s) set forth under Section 1.2, Uses, of this Lease as may be approved in writing by the City Manager prior to commencement of any other service(s) or operation(s). Any activity conducted on the Premises without prior approval by the City Manager shall be subject to the requirements of Section 3.7, Unauthorized Use Charge, of this Lease.

- d. Percentage Rate Adjustment. At least six (6) months prior to the beginning of the eleventh Lease Year and at least six (6) months prior to the beginning of each ten-year period thereafter, CITY and LESSEE, by mutual consent or through percentage rent market appraisal, will adjust the percentage rates of LESSEE'S Gross Income to be paid to CITY effective on the first day of the succeeding ten-year period. The adjustment will be made to the degree necessary to provide a fair rent to CITY as determined by the City Manager and LESSEE, taking into consideration the criteria set forth in Section 3.2e., Percentage Rent Appraisal, of this Lease. If the adjustment is not made by mutual consent prior to three (3) months before the beginning of the eleventh Lease Year and subsequent ten-year periods, then CITY and LESSEE will refer the matter to appraisal under the terms set forth in Section 3.2e., Percentage Rent Appraisal, of this Lease. The City Manager and LESSEE may mutually agree that no percentage rental adjustment is necessary and waive the requirement for the appraisal process for any specific adjustment period.
- e. Percentage Rate Appraisal. If the parties do not agree upon the amount of adjustment to the percentage rates as provided for in Section 3.2d,

Percentage Rate Adjustment, of this Lease, then the adjustment shall be determined by a qualified professional independent real estate appraiser mutually selected by CITY and LESSEE from a list of appraisers possessing experience and competency pursuant to objective criteria established by CITY ("Qualified Appraiser"). CITY and LESSEE agree to equally share the cost of the mutually selected Qualified Appraiser. If the parties do not reach agreement as to selection of a Qualified Appraiser, then CITY and LESSEE shall each select a Qualified Appraiser who in turn will select a third Qualified Appraiser, which third appraiser will be employed to set the percentage rates to be applied to LESSEE'S business activities. If a mutually acceptable third appraiser is not agreed upon between the two selected appraisers within ten (10) days, then the third appraiser will be appointed by the presiding judge of the Superior Court of the State of California, County of San Diego, acting in his or her individual capacity, upon application by either CITY or LESSEE with prior written notice to the other party. If the Superior Court judge declines to make the appointment, CITY and LESSEE agree that the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association. The third appraiser shall complete the assignment within sixty (60) days of appointment. Each party shall pay the cost of its own selected appraiser, and both CITY and LESSEE agree to equally share the cost of the third mutually selected or court-appointed appraiser. CITY and LESSEE agree to accept and be bound by the percentage rates so determined.

In establishing the percentage rates for the items under review, the appraiser shall consider the Premises as a fee simple absolute estate, and as vacant and available for a full lease term equal to the Term of Lease on the open market for the authorized purposes of this Lease at the commencement of the rental period under review. The appraiser will be guided by prevailing market percentage rates for similar operations primarily within the Southern California area, if available. If the appraisal is not completed in time to permit the percentage adjustment to be made upon the applicable commencement of each succeeding ten-year period, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, will be retroactive to the adjustment date. Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. Any deficiency shall be paid by LESSEE to CITY within sixty (60) days after determination of the new percentage rate(s). The City Manager and Lessee may mutually agree that no market value adjustment is necessary and waive the requirement for the appraisal process for any specific adjustment period.

- f. Minimum Rent Abatement. During the time LESSEE is developing the Premises during the Construction Period contemplated in Section 9.3, Development Summary, of this Lease, and during any periods during which the circumstances described in Section 6.11, Unavoidable Delay, Catastrophic Events, of this Lease are present, the minimum rent shall be waived and LESSEE shall only pay the percentage rent due based on Gross Income received each month.

3.3 Payment Procedure.

- a. On or before the last day of the calendar month following the calendar month in which the Gross Income subject to rents was earned, LESSEE shall provide to CITY a statement signed by LESSEE or its authorized agent attesting to its accuracy, which shall be legally binding upon LESSEE and which will include the following:
1. Total gross receipts for the subject month, itemized as to business categories for which separate percentage rents are established. A gross receipts breakdown of each business conducted on the Premises must be included when a reported category shows Gross Income to be from more than one business operation.
 2. The percentage rental due CITY, computed and totaled.
 3. The accumulated total of all rents previously paid for the current Lease Year.
- b. Together with the statements, LESSEE shall provide payment equal to the total percentage rent due CITY computed as described above.
- c. Any rents due CITY from sublease activities or operations shall be calculated based upon the earliest of the following dates (whether or not prior approval was given by CITY as required by this Lease and whether or not a separate percentage rent was established by CITY):
1. Sublease commencement date; or
 2. Physical occupancy date; or
 3. Earliest activity date (i.e., sale of goods, solicitation of business, construction or alterations, etc.).

3.4 Gross Income.

"Gross Income" as used in this Lease, shall include all income resulting from occupancy of the Premises from whatever source derived whether received or to become due. Gross Income includes income received by LESSEE or by any sublessee, permittee or licensee, or other party as a result of occupancy or operation of the Premises, except as may be otherwise specified in this Lease. Gross Income does not include federal, state, or municipal taxes collected from the consumer (regardless of whether the amount 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. Possessory interest taxes or other property taxes shall not be deducted in computing Gross Income. Gross Income shall not include refunds for goods returned for resale on the Premises or refunds of deposits. The amount of the taxes and refunds shall be clearly shown on the books and records of LESSEE. The percentage rent shall be calculated and paid by LESSEE on the basis of the Gross Income whether the income is received by LESSEE or by any sublessee, permittee or licensee, or their agents, and all Gross Income received by any sublessee, permittee, licensee, or other party as a result of occupancy of the Premises or the operation on the Premises shall be regarded as Gross Income of LESSEE for the purpose of calculating the percentage rent required to be paid by LESSEE to CITY under this Lease, except as may be otherwise specified by or pursuant to this Lease.

3.5 Inspection of Records.

- a. Records. LESSEE shall, at all times during the Term, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities conducted upon and financial transactions resulting from the use of the Premises. The records shall be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, or other documents as necessary to allow CITY to easily determine the total Gross Income. Any retail sales or charges will be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers will be equipped with devices that lock in sales totals and other transaction numbers and sales details that are not resettable. Totals registered shall be read and recorded at the beginning and end of each business day. In the event of admission charges or rentals, LESSEE shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of such tickets, as well as a record of unissued tickets. All retail sales and charges may be recorded by a system other than cash registers or other comparable devices provided the system is approved by CITY.

- b. Financial Statements. Within sixty (60) days after the end of each Lease Year as previously established in this Lease, LESSEE will, at its expense, submit to CITY a statement in which the total gross receipts and the corresponding amounts of rents paid CITY for the year are classified according to the categories of business established for any percentage rental and for any other business conducted on or from the Premises. The statement shall be signed by LESSEE or its authorized agent attesting to the accuracy of the statement, which shall be legally binding upon LESSEE.
- c. Right to Inspect. All LESSEE'S books of account, records, and supporting documentation, as described under Section 3.5a., Records, of this Lease, will be kept for at least five (5) years and made available to CITY in one location within the City of San Diego. The books and records shall be maintained separately from all other accounts not relating to the Premises. The CITY, at its discretion, shall have the right to inspect and audit the business of LESSEE, its agents, sublessees, concessionaires, and licensees operating on and in connection with the Premises as necessary and appropriate for CITY to determine the amounts of rent due CITY in compliance with the requirements of this Lease. At CITY'S request, LESSEE shall promptly provide, at LESSEE'S expense, any necessary data to enable CITY to fully comply with all requirements of the state or federal government for lease information or reports concerning the Premises. The data will include, if requested by CITY, a detailed breakdown of LESSEE'S receipts and expenses and other lease information or reports concerning the Premises and LESSEE'S operations conducted on the Premises
- d. Audit Cost. The full cost of CITY'S audit(s) will be borne by CITY unless one or both of the following conditions exists, in which case LESSEE hereby agrees to pay CITY'S cost of audit(s):
1. The audit(s) reveal an underpayment of more than five percent (5%) of the current annual rent or more than ten thousand dollars (\$10,000), whichever is less, between the rent due as reported and paid by LESSEE pursuant to this Lease and rent due as determined by the audit(s); or
 2. LESSEE has failed to maintain complete and true books, records, accounts, and supporting source documents in strict accordance with this section of this Lease.

LESSEE shall pay any deficiency determined by the audit(s) plus interest on the amount as defined in Section 3.6, Delinquent Rent and Audit Fees.

of this Lease, within thirty (30) days of notice by CITY. CITY will credit any overpayment against incoming rents. Any overpayment determined after the end of this Lease will be refunded by CITY within thirty (30) days of confirmation by the City Manager of the audit(s) findings.

- e. Default. LESSEE'S failure to keep complete and accurate records by means of double-entry bookkeeping and make them available for CITY inspection is, like all other failures to comply with covenants of this Lease, a breach of this Lease and cause for termination.

3.6 Delinquent Rent.

- a. Late Payment. If LESSEE fails to pay the rent when due, LESSEE shall pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually agreed by CITY and LESSEE to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than twenty-five dollars (\$25).
- b. Audit Deficiency. If a CITY audit(s), as applicable, discloses that the rent for the audited period(s) has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit(s) plus ten percent (10%) per year on the amount by which said rent was underpaid, in addition to the unpaid rents as shown to be due CITY, as compensation to CITY for administrative costs and loss of interest as previously described in this Lease. If a CITY audit(s) discloses that the unpaid rent is less than five percent (5%) of the total rent, and should LESSEE fail to pay the unpaid rent within thirty (30) days after written notice from CITY, an additional fee of ten percent (10%) of said unpaid amount shall be added to the unpaid amount to compensate CITY for costs and losses due to such nonpayment. LESSEE shall pay the amounts and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE's late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE's default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this Lease.

3.7 Unauthorized Use Charge.

LESSEE shall pay CITY fifty percent (50%) of the gross receipts for any service

or use that is not permitted by this Lease. This payment is subject to the due date provided in this Lease for rental payments and the provision for delinquent rent. The existence of the fifty percent (50%) charge in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any CITY rights to terminate a service or use or to default LESSEE for participating in or allowing any unauthorized use of the Premises. If LESSEE in good faith believes that a use was authorized, and a previous audit of a period in which the use existed does not identify such use as unauthorized, and LESSEE paid percentage rent in accordance with its good faith classification of the activity, then the unauthorized use charge shall not apply for the period prior to CITY'S notification of the unauthorized activity.

SECTION 4: ASSIGNMENT

4.1 Time is of Essence; Provisions Binding on Successors.

Time is of the essence of all of the terms, covenants, and conditions of this Lease, and, except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

4.2 Assignment and Subletting.

LESSEE shall not assign this Lease or any interest in this Lease and shall not sublet the Premises or any part of the Premises, or any right or privilege appurtenant to the Premises, or allow any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part of the Premises, without the prior written consent of the City Manager in each instance. A consent to 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 assignment or subletting without consent shall be void and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest in this Lease, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager. "Assignment" for the purposes of this section shall include any transfer of any ownership interest in this Lease by LESSEE or by any future partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired. The City

Manager shall require, as a condition to approval of any sublease of the majority portion of the leasehold or any assignment, that the LESSEE pay additional consideration to CITY, as set forth in Section 4.7, Additional Consideration to CITY, of this Lease, commencing on the effective date of the proposed sublease of the majority portion of the leasehold or assignment, and may further require that this Lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have an interest in this Lease as a sublessee or assignee. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community.

CITY's consent is not required for an assignment to any current partner of LESSEE or (1) to any partner's lineal ancestors or descendants by birth or adoption, (2) to any partner's siblings, (3) to an individual acting as custodian under any state Uniform Gifts to Minor's Act or Uniform Transfers to Minors Act for any individual described in this section, (4) to the spouse of any individual described in this paragraph, (5) to a trust for the exclusive benefit of a current partner and/or any other individuals described in this section, (6) to a limited liability company or any other entity to which all the members are the LESSEE and/or individuals described herein or trusts described in this section.

CITY acknowledges that CITY'S consent is not needed for a sale or assignment of a loan, or any portion of a lender's interest therein, secured by an encumbrance on the Premises. Furthermore, CITY acknowledges that CITY may not require that the Lease be revised upon any sale, nor shall the rent due under the Lease be adjusted to reflect the then current market rent. CITY shall, upon reasonable request promptly execute and deliver a consent and estoppel in the event of any sale or assignment of a loan or a portion of a lender's interest in a loan.

4.3 Encumbrance.

Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this Lease, its leasehold estate, and its improvements on the Premises by deed of trust, mortgage, chattel mortgage, or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the condition that:

- a. The principal amount of the applicable promissory note or notes shall not exceed eighty (80%) of the value of LESSEE'S interest in the fair market value of the Premises, as determined by an appraisal prepared at LESSEE'S expense by an independent M.A.I. appraiser (or equivalent), reasonably approved by CITY; and,

- b. LESSEE pays additional consideration to CITY as applicable, and as set forth in Section 4.7, Additional Consideration to CITY, of this Lease.

If an approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed or transferred in lieu of foreclosure, CITY will accept the approved mortgagee or beneficiary of the deed of trust or mortgage as its new tenant under this Lease with all the rights, privileges, and duties granted and imposed in this Lease.

Upon prior written approval by CITY, an approved mortgagee or beneficiary may assign this Lease. Any deed of trust, mortgage, or other security instrument shall be subject to all of the terms, covenants, and conditions of this Lease and shall not be deemed to amend or alter any of the terms, covenants, or conditions of this Lease. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this Lease. The City Manager's approval will not be unreasonably withheld, provided that the assignee is of a good character and reputation in the community.

If the Lease is subsequently assigned to an entity other than Seaforth Sportfishing Corporation or is not an intra-family assignment to a Seaforth Sportfishing Corporation affiliate company, then any encumbrances on the Premises are subject to the sole and absolute discretion of the City Manager to approve, disapprove or condition any proposed encumbrance, including but not limited to amending the Lease to provide the current rents and provisions.

4.4 Defaults and Remedies.

- a. Default. Each of the following shall constitute an event of default under this Lease:
 - 1. LESSEE'S failure to make any payment required under this Lease when due; or
 - 2. LESSEE defaults in the performance of any covenant or condition required by this Lease, other than those requiring payment to CITY, to be performed by LESSEE and fails to cure the default within thirty (30) days following written notice from CITY; or if any default is not curable within thirty (30) days, and LESSEE fails to commence to cure the default(s) within the thirty-day period and diligently pursue the cure to completion; or
 - 3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law; or

4. LESSEE has involuntarily filed against any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) days of filing; or
5. LESSEE is adjudicated a bankrupt; or
6. LESSEE makes a general assignment for the benefit of creditors; or
7. LESSEE uses the Premises for any unauthorized purpose,

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or to possession of the Lease; and CITY may enter and take possession of the Premises. Provided, however, in the event that any default described in Section 4.4a.(1), hereinabove, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this Lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.

If there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from the notice to cure the default(s) or, if any default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue the cure to completion. The thirty-day period may be extended during the time as mortgagee or beneficiary pursues the cure with reasonable diligence.

Anything in this Lease to the contrary notwithstanding, in the event of default, LESSEE shall be given written notice of default and the opportunity to cure the default as hereinabove provided. This right to notice and cure applies to all defaults under this Lease, however denominated and includes lease provisions which gives CITY the right to "terminate the lease," "unilaterally terminate" or any other LESSOR termination rights. The intent of the parties in all circumstances is to notify LESSEE of such defaults and give LESSEE an opportunity to cure.

- b. Remedies of Lender. Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself for the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the

thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by LESSEE. If LESSEE breaches the Lease and abandons the Premises, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies under this Lease, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. The property constituting the Premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. Any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any default when the default is discovered or when the City Council directs the City Manager to take action or require the cure of any default after the default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 Eminent Domain.

If all or part of the Premises is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. If the entire Premises are taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- b. If there is a partial taking of the Premises, and in the opinion of CITY (determined reasonably and in good faith), the remaining part of the Premises is unsuitable for the lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. If a partial taking of the Premises, and in the opinion of CITY, the remaining part of the Premises is suitable for continued lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the Premises taken.
- d. Award. All monies awarded in any taking shall belong to CITY, whether taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE, CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the Premises in accordance with this Lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

4.6 Approval of Ownership Interests In Lessee.

Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this lease as an assignee. The City Manager's approval will not be unreasonably withheld, provided all persons and entities are of good character and reputation in the community.

4.7 Additional Consideration to CITY.

LESSEE and CITY agree that in the event of an assignment, in the event of a subletting of the majority portion of the leasehold, or in the event of a refinancing

creating an encumbrance against the leasehold after the permanent improvements have been constructed, pursuant to the Development Plan as described in Section 6.12, Development Plan, of this Lease, LESSEE shall pay to CITY two percent (2%) of the gross amount paid for the leasehold in connection with an approved assignment of the lease, two percent (2%) of any amount paid LESSEE in consideration of a sublease of all or a majority portion of the leasehold, or two percent (2%) of the amount of any increased loan or encumbrance against the property over and above the amount of the then existing balance(s) of the existing encumbrance(s) plus the cost of the improvements pursuant to the Development Plan if not part of the existing encumbrances. The amount upon which the two percent (2%) shall be based shall be the total consideration resulting from the transaction including total cash payments and the market value of noncash consideration, including but not limited to stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments. Prior to CITY'S consent to any assignment, majority subletting, or refinancing, LESSEE shall deliver to CITY a written statement of all sums due and owing to CITY from LESSEE pursuant to the provisions of this section, together with an acknowledgment from the proposed assignee, sublessee, or refinancing agency as to the amount due CITY. The sum due CITY shall be payable in full to CITY concurrent with the completion of the transaction, be it an assignment, a sublease, or a refinancing. Any assignment, subletting, or refinancing in violation of the terms and conditions of this section shall be void. The provisions of this section shall not apply to:

- a. An assignment or transfer of a beneficial interest in the leasehold resulting from devise, bequest, intestate succession, or by operation of law for the benefit of the spouse or descendants of LESSEE'S shareholders or other principals;
- b. A sale or other transfer of shares between or among LESSEE's current shareholders: Frank J. LoPreste, William E. Poole, John Yamate, Robert Williams and the Everingham Estate;
- c. Any transfer within 5 years of the commencement of this Lease of an interest in one of the four existing subleases with William E. Poole (Seaforth Marina), Kathy Wellman (The Landing Restaurant), KDME, Inc. (Seaforth Boat Rentals) or Steve Joyner (Seaforth Yacht Sales);
- d. Any other assignment for which the City Manager determines that the legal and equitable ownership interests in the leasehold have remained unchanged, such as a change in the legal or fictitious name of the LESSEE without any other change in the equity in beneficial use of, or legal title to, the leasehold as an asset or the income produced.

SECTION 5: INSURANCE RISKS/SECURITY

5.1 Indemnity.

LESSEE 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 LESSEE'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 Lease to LESSEE, the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents, and/or employees.

5.2 Insurance.

- a. LESSEE shall deliver to CITY a current certificate of insurance for a Commercial General Liability/marine liability policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Five Million Dollars (\$5,000,000) per occurrence, subject to an annual aggregate of Five Million Dollars (\$5,000,000).
 1. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
 2. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department.
 3. Qualified Insurer(s). All insurance required by the terms of this Lease must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

4. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
5. Continuity of Coverage. All policies shall be in effect throughout the Term and any extended use, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement.
 - a. At least thirty (30) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease.
 - b. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on LESSEE'S leasehold in accordance with section 4.3, Encumbrance, of this Lease, the proceeds may be paid to the approved mortgagee or beneficiary, provided adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the leased premises.
6. Modification. To assure protection from and against the kind and extent of risk existing on the Premises, CITY, in its discretion (exercised reasonably and in good faith), may require the revision of amounts and coverage at any time during the Term by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements in order to meet the requirements of this Lease. City may require sublessees of LESSEE to maintain commercial general liability insurance coverage in amounts and for risks reasonably required to insure such sublessees' probable exposure to risks associated with its operations.
7. Accident Reports. LESSEE shall report to CITY any accident causing property damage or injury to persons on the Premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the

accident, the names and addresses of any witnesses, and other pertinent information.

8. Failure to Comply. Notwithstanding any other provision of this Lease, if LESSEE fails or refuses to obtain or maintain insurance as required by this Lease, or fails to provide proof of insurance, CITY may terminate this Lease immediately upon such breach. Upon such termination, LESSEE shall immediately cease its use of the Premises and commence and diligently pursue the removal of its property from the Premises.
9. All Risk Property Insurance. LESSEE shall obtain and maintain, at its sole cost, All-Risk Property insurance on all insurable property on the leased premises in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver to CITY a certificate of such insurance.
10. Commercial Automobile Liability. For all of LESSEE's automobiles, including owned, hired and non-owned automobiles, LESSEE shall keep in full force and effect automobile insurance written on an "ISO form CA 00 01 12 90" or a later version of this form or an equivalent form, providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence and \$2 million aggregate. Insurance certificate shall reflect coverage for any automobile [any auto].
11. Workers' Compensation. For all of LESSEE's employees who are subject to this Lease, and to the extent required by applicable state or federal law, LESSEE shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of \$1 million employers' liability coverage, and LESSEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives. This policy shall also include coverage for claims made under the Long Shoreman Harbor Workers Compensation Act and the Jones Act.

5.3 Waste, Damage, or Destruction.

LESSEE agrees to give notice to CITY of any fire or other damage that may occur exceeding twenty-five thousand dollars (\$25,000) on the Premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or allow 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 CITY. If the Premises is damaged

by any cause which puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make or cause to be made full repair of the damage and to restore the Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE agrees to clear and remove from the Premises all debris resulting from the damage and rebuild the Premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope of the operation which existed prior to the damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, of this Lease.

LESSEE shall commence preliminary steps toward performing repairs, restoration, or replacement of the Premises within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time. CITY may determine in its discretion (exercised reasonably and in good faith) an equitable deduction in the Minimum Annual Rent for the period or periods that the Premises are untenantable by reason of the damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

6.1 Acceptance of Premises.

By signing this Lease, LESSEE represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this Lease. LESSEE further acknowledges that the Premises are in the condition called for by this Lease, that CITY has performed all work with respect to the Premises, and that LESSEE does not hold CITY responsible for any defects whether apparent or latent, in the Premises, including the presence of any hazardous wastes.

6.2 Entry and Inspection.

CITY reserves and shall always have the right with reasonable notice unless an emergency, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, or to protect its interests in the Premises, or to inspect the operations conducted on the Premises. If entry or inspection by CITY discloses that the Premises are not in a decent, safe, healthy, and sanitary 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 shall pay promptly any and all costs incurred by CITY in having the necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition. If at any time CITY determines that the Premises are not in a decent, safe, healthy, and sanitary

condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate in the opinion of CITY to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this Lease imposed on CITY.

6.3 Maintenance.

LESSEE shall assume full responsibility and cost for the operation and maintenance of the Premises throughout the Term. LESSEE will make all repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with the Development Plan described in Section 6.12, Development Plan, of this Lease and with all applicable laws.

6.4 Improvements/Alterations.

LESSEE shall not construct any improvements, structures, or installations on the Premises or make any alterations to the Premises without prior written approval by the City Manager. LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Premises without prior written approval by the City Manager, which approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations.

6.5 Utilities.

LESSEE shall order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the Premises. All utilities will be installed underground.

6.6 Construction Bond.

Whenever there is any construction to be performed on the Premises, LESSEE shall deposit with CITY, prior to commencement of the construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the

uncompleted construction shall be removed and the Premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.

6.7 Liens.

LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the Premises and the costs of defending against claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the Premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of the filing either:

- a. take all actions necessary to record a valid release of lien; or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

Provided however, in the event that a "notice of lien" is filed by a contractor, but there is no default under the contract with such contractor, and the contractor has filed a "notice of lien" merely to give notice of a possible future claim, the provisions of "a" and "b" above shall not apply to that case.

6.8 Taxes.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the Premises, including any licenses or permits. LESSEE recognizes and agrees that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interest, and that LESSEE shall pay all possessory interest taxes. LESSEE further agrees that payment for taxes, fees and assessments will not reduce any rent due CITY.

6.9 Signs.

LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any unauthorized item is found on the Premises,

LESSEE agrees to remove the item at its expense within twenty-four (24) hours notice by CITY, or CITY may remove the item at LESSEE'S cost.

6.10 Ownership of Improvements and Personal Property.

- a. Any and all improvements, structures, and installations or additions to the Premises now existing or constructed on the Premises by LESSEE shall at Lease expiration or Lease termination be deemed to be part of the Premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this Lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove the improvements, structures and installations as directed by CITY, at LESSEE'S sole cost on or before Lease expiration or Lease termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE shall remove LESSEE-owned machines, appliances, equipment and other items of personal property by the date of the expiration or termination of this Lease. Any items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove the items at LESSEE'S expense.
- d. If any removal of personal property by LESSEE results in damage to the remaining improvements on the Premises, LESSEE agrees to repair all damage.
- e. For any necessary removal by either CITY or LESSEE which takes place beyond the expiration or earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or termination.
- f. Notwithstanding any of the foregoing, if LESSEE desires to dispose of any of its personal property used in the operation of the Premises upon the expiration or earlier termination of this Lease, then CITY shall have the first right to acquire or purchase the personal property.

6.11 Unavoidable Delay, Catastrophic Events.

If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, the party shall be excused from performing that act for the period equal to the period of the prevention or delay. As used in this Section, 6.11 "other causes beyond the reasonable control" of LESSEE shall include, but not be limited to, the following: denial of access to Mexican waters, severe restrictions upon access to Mexican waters, or the unavailability of Mexican fishing or touring permits imposed upon U.S. sportfishing vessels generally by Mexican federal regulatory agencies; severe weather or other conditions causing substantial damage to Seaforth's facilities, including its bait receivers; federal or state regulations imposing area closures or other severe restrictions on fishing operations (including but not limited to the Marine Life Protection Act and similar regulations); closures of Mission Bay; local (within Southern California and Mexican waters) chronic fishing droughts (those lasting in excess of two consecutive fishing seasons and resulting in catches of less than 50% of 5-year historical season averages as reported by all Southern California commercial passenger fishing vessels to the California Department of Fish and Game, Commercial Passenger Fishing Project, or a substitute data base generally accepted as authoritative, should this Project be discontinued); acts of war and other catastrophic events resulting in substantial interference with, or interruption of, LESSEE's business operations. If LESSEE or CITY claims the existence of a delay, the party claiming the delay shall notify the other party in writing of the fact within ten (10) days after the beginning of any claimed delay. Should the occurrence of any of the foregoing catastrophic events result in substantial, material and irreparable interference with LESSEE's ability to profitably continue the business activities contemplated under this lease, LESSEE shall have the right, but not the obligation, to terminate this Lease, which termination shall be subject to CITY's consent, which consent shall not be unreasonably withheld.

6.12 Development Plan.

- a. LESSEE shall develop the Premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Section 9.3, Development Summary, of this Lease. The City Manager or his designee shall have the authority to authorize changes to the Development Summary, provided that the basic concept of the Development Plan may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the

Office of the City Clerk, except as limited by Section 6.14, Hazardous/Toxic Waste, of this Lease. Failure by LESSEE to comply with the Development Plan or Development Summary shall constitute a major default and subject this Lease to termination by CITY. The City Manager, in his sole discretion, may approve an extension to the date specified for completion in the Development Summary of up to one (1) year without further City Council approval.

At least one hundred eighty (180) days prior to the last day of the tenth (10th) Lease Year, LESSEE shall submit to CITY for the review and approval of the City Manager, an updated Development Plan (the "Redevelopment Plan") for capital improvements on the Premises that includes new pleasure craft marina docks and a new boat rental dock to replace those docks not replaced under the Development Summary described in Section 9.3, Development Summary, of this Lease. The Redevelopment Plan shall include detail on proposed improvements, estimated project costs, a project timeline/schedule, a date for completion of construction, and a guaranteed minimum dollar amount that will be allocated for project costs. Furniture, trade fixtures, equipment and other personal property not affixed to the Premises shall not be included as part of LESSEE'S project costs. Upon approval by City Manager, whose approval shall not be unreasonably withheld, and upon issuance of building permits, LESSEE shall have one (1) year to begin construction of the improvements described in the approved Redevelopment Plan, subject to LESSEE notifying CITY of any force majeure. If LESSEE fails to complete construction by the scheduled completion date, CITY will be entitled to damages in the amount of fifty percent (50%) of the average daily rent for the three (3) Lease Years immediately preceding the scheduled completion date for every day of failure to meet the schedule of development until completion of development, the amount representing liquidated damages which will be paid in addition to any rent due. If LESSEE fails to submit and implement the Redevelopment Plan or complete construction within one (1) year of the scheduled completion date stated in the approved Redevelopment Plan, CITY may, at its option, terminate this Lease. LESSEE acknowledges that any project costs associated with the Redevelopment Plan shall not be consideration for any extension of the Term set forth in Section 2.1, Term, of this Lease.

6.13 Hazardous/Toxic Waste.

Except as stated in Section 7.26, Diesel Fuel, of the Lease, LESSEE shall not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the Premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental

Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S operations on the Premises, including, but not limited to, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the Premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the Premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely

responsible for all costs and expenses incurred.

6.14 Failure to Meet Development Schedule.

If LESSEE fails to complete construction in accordance with the schedule of development referenced in Section 9.3, Development Summary, of this Lease, LESSEE shall pay CITY fifty percent (50%) of the average daily rent for the three (3) Lease Years immediately preceding the scheduled completion date for every day of failure to meet the schedule of development until completion of development, the amount representing liquidated damages, which will be paid in addition to any rents due. If construction is not completed within twelve (12) months following the date specified for completion in the Development Summary, CITY may, at its option, terminate this Lease. Upon at least 60-days advanced written request by LESSEE, the City Manager, in his sole discretion, may approve an extension to the development schedule of up to one (1) year without further City Council approval.

Notwithstanding the above, if LESSEE begins construction of the improvements described in the Development Plan and ceases activity on constructing the improvements for more than three (3) months, CITY may, at its option, terminate this Lease. LESSEE must provide CITY with written notice if construction activity ceases for a thirty (30) day period and if any construction activity subsequently resumes.

6.15 Coastal Commission Approval.

LESSEE shall comply with the California Coastal Act, at its sole cost, and apply to the California Coastal Commission or other authorized state body for any necessary coastal development permit authorizing the construction of improvements in the Coastal Zone as described in the Development Plan. LESSEE will proceed with diligence to obtain the permit, but if unable to do so within twelve (12) months after the Commencement Date, CITY or LESSEE may terminate this Lease by providing written notice to the other party prior to June 1, 2008. If CITY or LESSEE elects to terminate this Lease in accordance with this Section 6.15, the prior Lease between the parties, Document RR-254041, dated April 20, 1981, as amended, shall revive.

SECTION 7: GENERAL PROVISIONS

7.1 Notices.

- a. Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the Premises or at another address

designated in writing by LESSEE as follows:

Frank J. LoPreste, President
Seaforth Sportfishing Corporation
1717 Quivira Road
San Diego, CA 92109

and to CITY as follows:

Real Estate Assets Director
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4155

City Attorney
1200 Third Avenue, Suite 1620
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary, as applicable, at an appropriate address designated in writing by the respective party. Notice shall be effective on personal service or two days after deposit in the United States mail.

- b. Any party entitled or required to receive notice under this Lease may by like notice designate a different address to which notices shall be sent.

7.2 Compliance with Law.

LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any law, statute, ordinance, or regulation.

7.3 CITY Approval.

The approval or consent of CITY, wherever required in this Lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

7.4 Nondiscrimination.

LESSEE 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 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.

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE shall insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Lease from local residents and firms as opportunities occur. LESSEE shall hire qualified local residents and firms whenever feasible.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may

result in termination of this lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year..

7.6 Partial Invalidity.

If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

7.7 Legal Fees.

In the event of any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

7.8 Number and Gender.

Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

7.9 Captions.

The lease outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be consecutive. The lack of consecutive numbers is intentional and shall have no effect on the enforceability of this Lease.

7.10 Entire Understanding.

This Lease contains the entire understanding of the parties. Each party, by signing this Lease, agrees that there is no other written or oral understanding between the parties with respect to the Premises. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each of the parties in this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease.

The failure or refusal of any party to read the Lease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Lease will be valid unless it is in writing and signed by all parties.

7.11 CITY Employee Participation Policy.

It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a condition that the contract, agreement, or Lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve months immediately preceding the employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

7.12 Drug-free Workplace.

LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace.
 2. The LESSEE'S policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug abuse violations.
- c. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Disabled Access Compliance.

LESSEE shall comply with the California Government Code, Sections 11135-

11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include, but not necessarily be limited to, the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the Premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.
- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.

7.14 Corporate Authority.

Each individual executing this Lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding upon the corporation in accordance with its terms, and that LESSEE is a duly qualified corporation and all steps have been taken prior to the Commencement Date to qualify LESSEE to do business in the state where the Premises are situated.

7.15 Standard of Employees.

LESSEE and its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner.

7.16 Supersedure.

It is mutually agreed that this Lease, upon execution, supersedes and annuls that certain lease executed on April 20, 1981 with Seaforth Sportfishing Corporation, Document RR-254041, as amended, which is hereafter void and of no effect unless the Costal Commission disapproves the CITY approved Development Plan described in Section 6.12, Development Plan, of this lease and filed with the CITY as Development Permit No. 198554 approved on December 7, 2005, and except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under that agreement.

7.17 Fishing Boats.

LESSEE agrees to operate from the Premises a minimum of six (6) fishing boats with a total capacity of not less than twenty-five (25) passengers per boat at all times during the Term of this Lease.

7.18 Transient Slip (or Mooring) Facilities.

Five (5) slips (or moorings), depending on the type of facilities offered, or two percent (2%) of the total number of slips (or moorings) maintained by LESSEE, whichever number is larger, shall be specially marked for use by transient boats. In no event shall these slips (or moorings) designated for transients be rented or occupied by the same person or boat for longer than seventy-two (72) consecutive hours. It is the intent of this condition to provide overnight slip (or mooring) space for boats normally berthing outside the Mission Bay area. Any method of circumventing this provision in violation of the intent herein expressed shall be construed as a breach of this condition and may result in termination of the Lease.

7.19 Live Bait.

LESSEE may sell bait in connection with the purpose of this Lease, but may not maintain any live bait receivers within the water area of the Premises as long as adequate supplies are available in the opinion of the City Manager from other sources within Mission Bay. Provided that LESSEE cannot obtain bait of sufficient quantify and/or quality, upon written permission from the City Manager, LESSEE may install, maintain, and operate bait receivers on the Premises, or at other sites as may be acceptable to the City Manager.

7.20 Damaged Equipment.

LESSEE shall salvage within twenty-four (24) hours any property, real or personal, of LESSEE'S declared by CITY to be a menace to navigation or a nuisance within Mission Bay and to salvage or cause to be salvaged any sunken vessel or property upon the Premises, irrespective of ownership. CITY may

require that any boats not kept in a clean and operable condition be removed from the Premises.

7.21 Enforcement of Living on Board Vessels Regulation.

LESSEE shall be responsible for the enforcement, both within and in connection with the Premises, of the following living on board vessels regulation:

“It is unlawful for any person to remain overnight on board any vessel in Mission Bay Park unless the vessel has a functional, self-contained toilet on board that does not discharge into the waters of the Bay. It is unlawful for any owner of any vessel to occupy it or allow it to be occupied overnight in Mission Bay Park for a period of more than ninety (90) days, whether successive or cumulative, during any one calendar year. A vessel is presumed to be occupied overnight when there are one or more persons on board after midnight. The lessees of land in Mission Bay Park are primarily responsible for the enforcement of this subsection, 63.25.71(a), on the water abutting their leased lands.”

The above living on board vessels regulation is presently set forth in the San Diego Municipal Code Section 63.25.71, “Living on Board Vessels, Overnight Anchorage Regulated,” and is subject to amendment or modification by the City Council. LESSEE shall comply or secure compliance with any amendment or modification to this Municipal Code provision.

7.22 Trash and Refuse.

LESSEE shall provide containers on or immediately adjacent to the Premises to receive trash and refuse generated aboard vessels using LESSEE'S docking or launching facilities. Refuse containers shall be located so as to be conveniently used by occupants of vessels using LESSEE'S facilities and shall be of sufficient size and number to contain the refuse generated aboard all vessels using LESSEE'S facilities. The containers shall be covered and emptied regularly enough to prevent them from overflowing or creating unhealthful, unsightly, or unsanitary conditions. The contents of the containers shall be disposed of by LESSEE or others acting pursuant to LESSEE'S direction at authorized landfills or other garbage reception areas as provided under law applicable at the time of collection.

7.23 Plastic Food Containers.

- a. LESSEE shall not, after the effective date of this lease, provide to its customers any prepared food in polystyrene foam food packaging, nor shall LESSEE obtain or keep any polystyrene foam food packaging of a type, design, and condition suited for providing prepared food to its

customers for consumption off the Premises.

- b. LESSEE'S food packaging for prepared food to be consumed on the Premises or for takeout food shall be biodegradable, and LESSEE shall provide upon demand evidence in the form of paid invoices to indicate the purchase of biodegradable containers in amounts sufficient to indicate compliance with this section. LESSEE'S food packaging for prepared food to be consumed off the Premises shall be biodegradable unless LESSEE demonstrates to the satisfaction of CITY that biodegradable food packaging materials are not available for purchase in the quantities required by LESSEE. In the event that biodegradable food packaging materials are not available for purchase in the quantities required by LESSEE, LESSEE may limit its use of the packaging to the amount actually available.
- c. For purposes of this Lease, the following definitions are applicable:
 - 1. "Prepared food" means foods or beverages which are prepared on the Premises by cooking, chopping, slicing, mixing, freezing or squeezing, and which require no further preparation to be consumed.
 - 2. "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids which are not intended for reuse, on or in which any foods or beverages are placed or packaged on the Premises.
 - 3. "Takeout food" means prepared foods or beverages requiring no further preparation to be consumed and which are purchased in order to be consumed off the Premises.

7.24 Boat Rentals.

For purposes of this Lease, the term "vessels" includes ships of all kinds, motorboats, sailboats, personal watercraft, and every structure adapted to be navigated from place to place upon the water for recreation or for the transportation of merchandise or persons. LESSEE shall be permitted to rent vessels to the general public subject to prior written approval from the City Manager as to the number and type of vessels available for rent. The City Manager may, upon written notice to LESSEE and with reasonable cause, modify any approval previously given. LESSEE shall carry commercial general liability insurance, the amounts and coverages of which shall be based upon the City Manager's assessment of the risk associated with the rental operation.

All vessels for rent which are required by law to be registered with the California Department of Motor Vehicles shall be currently registered as rental vessels and carry proper registration numbers and stickers. All vessels for rent shall be identified by LESSEE through the use of distinctive markings or logos. Each rental vessel shall be equipped with a waterproof map detailing all current regulations and activity zones for Mission Bay, along with all safety equipment required by law. At any time that LESSEE is renting a vessel or vessels, LESSEE shall have at least one operational chase boat and staff to operate it available on the waters of Mission Bay. No rental vessel may be stored on public property outside the leasehold. LESSEE agrees that the City Manager or his designees shall have the authority to immediately terminate any rental activities which are not in conformance with the stipulations of this lease or current boating regulations.

7.25 Pump Out Stations.

At the time LESSEE performs any major marina improvements (other than those improvements contemplated in Section 6.12, Development Plan, of this Lease or as may be earlier required by the San Diego Lifeguard or future Mission Bay Park Master Plan), prior to and as a condition of City approval, LESSEE shall provide one or more holding tank pump out stations for use by the general boating public. These pump out stations shall be maintained by the LESSEE in good working condition and shall be specially marked for use by the general boating public. Pump out stations shall be located so as to be conveniently used by occupants of vessels using LESSEE'S facilities and the general boating public and shall be of sufficient size to at least contain the waste material generated aboard all vessels using LESSEE'S facilities. Pump out stations shall be enclosed, emptied, and serviced regularly enough to prevent them from overflowing or creating unhealthy, unsightly, or unsanitary conditions. The contents of the pump out stations shall be disposed of into the CITY'S sewer system by LESSEE or others acting pursuant to LESSEE'S direction, in a manner as provided under applicable law at the time of disposal.

It is the intent of this provision to provide sufficient opportunity for the general boating public to properly dispose of the waste material generated aboard their vessels.

7.26 Diesel Fuel.

LESSEE shall have the right, upon obtaining all necessary and required permits, to construct and operate two underground diesel fuel storage tanks for storage of diesel fuel for use by LESSEE'S sportfishing boats. LESSEE hereby agrees that the diesel fuel will be used exclusively by LESSEE'S boats and will not be sold to the general public.

7.27 Local Coastal Program.

Should a local coastal program (hereinafter the "Local Coastal Program") ever be adopted for the Mission Bay Park segment of CITY's Local Coastal Program, and should the Local Coastal Program provide for the collection of a traffic impact mitigation fee from commercial lessees in Mission Bay Park in order to fund all or a portion of the cost of a beach shuttle or other substantially similar public access improvements, LESSEE agrees to contribute its fair and equitable share, as calculated pursuant to the Local Coastal Program, to such a traffic impact mitigation program; provided that the amount payable by LESSEE shall be reasonable and shall not exceed the amount LESSEE would have paid had the entire amount to be funded by traffic impact mitigation fees been reasonably, equitably, and fairly apportioned among all of the commercial lessees in Mission Bay Park. This section shall not be altered or amended without the prior written approval of the California Coastal Commission or an amendment to California Coastal Permit No. 6-93-75/EL.

7.28 Public Access/Parking.

LESSEE shall allow at all times general public access throughout the entire Premises including the parking and the perimeter walkways unless closure is allowed with the City Manager's prior consent based upon evidence from LESSEE that reasonable safety precautions require limited closure, or to the extent required to provide adequate parking for LESSEE's tenants and customers during periods of high seasonal demand. Throughout the term of the Lease, LESSEE shall have the exclusive right to regulate parking at the Premises, including the right to provide free parking to LESSEE's tenants and customers and to limit or otherwise restrict use of the parking lot(s).

7.29 Operation of Facilities.

LESSEE shall operate the Premises and associated facilities continuously and without interruption after the Premises are opened for operation during the Term of this Lease. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public. The schedule shall be subject to the approval of the City Manager. The LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with the general rules and regulations of the City of San Diego. The type and quality of service furnished by LESSEE shall qualify for the conditions and requirements of the "A" Card issued by the Department of Health to operators of fast food handling establishments.

7.30 San Diego's Strong Mayor Form of Governance.

All references to "City Manager" in the Lease and all subsequent amendments to the Lease shall be deemed to refer to "Mayor". This section shall remain in effect for the duration the CITY operates under the Mayor-Council (commonly referred to as "Strong Mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.

SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

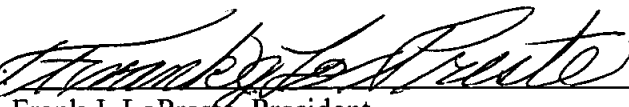
THE CITY OF SAN DIEGO

Date 11/8/07

By: 
James F. Barwick, Real Estate Assets Director

LESSEE: SEAFORTH SPORTFISHING
CORPORATION

Date 8-29-07

By: 
Frank J. LoPreste, President

APPROVED as to form and legality the 8th day of Dec., 2007.

MICHAEL J. AGUIRRE, CITY ATTORNEY

By: 
Deputy City Attorney

I:\WPO\2007\Balotsky\Seaforth Lease

08/28/07

SECTION 9: EXHIBITS

9.1 Exhibit "A" Legal Description

That portion of the tidelands and submerged or filled lands of Mission Bay (formerly False Bay) and a portion of the Pueblo Lands of San Diego according to Map thereof made by James Pascoe in 1870, a copy of which was filed in the office of the County Recorder of San Diego County, November 14, 1921, and is known as Miscellaneous Map No. 36, all being in the City of San Diego, County of San Diego, State of California, and described as a whole as follows:

Commencing at the Southeast corner of Lot 24 in Block 10 of Resubdivision of Blocks 7, 8 and 10 and a portion of Block 9 and Lot "A", Inspiration Heights, according to Map thereof No. 1700, filed in the office of the County Recorder of San Diego County, December 27, 1917; thence along the Southerly line of said Lot 24, South 89°55'56" West (Record = South 89°59'00" West) 25.00 feet to a point of tangent curve in the boundary of said Lot 24; thence South 00°04'04" East, 2.00 feet to an intersection with a line which is parallel with and 2.00 feet Southerly at right angles to the Southerly line of said Block 10; thence along said parallel line North 89°55'56" East, 249.70 feet; thence North 05°30'02" West 104.06 feet to the United States Coast and Geodetic Survey Triangulation Station "Old Town" (The Lambert Grid Coordinates, California Zone 6, for said Station "Old Town" are X=1,712,415.7 and Y=213,819.22) and said Triangulation Station is located at Latitude 32°45'02.45" North and Longitude 117°11'07.200" West being also the point of origin for the San Diego City Engineer's Mission Bay Park Coordinate System; thence North 5,160.53 feet and West 16,030.79 feet, being at Mission Bay Park Coordinates: North 5,160.53 feet and West 16,030.79 feet; thence South 66°35'46" East, 352.89 feet being at Mission Bay Park Coordinates North 5,020.42 feet and West 15,706.89 feet and being also the TRUE POINT OF BEGINNING: Thence continuing South 66°35'46" East 618.76 feet being at Mission Bay Coordinates North 4,774.57 feet and West 15,139.07 feet; Thence continuing South 66°35'46" East, 313.04 feet; thence South 40°00'00" West, 836.74 feet to a point which is South 50°00'00" East, 800.00 feet from Mission Bay Park Coordinates North 4,523.49 feet and West 16,002.46 feet; thence North 50°00'00" West 800.00 feet to said Mission Bay Park Coordinates North 4,523.49 feet and West 16,002.46 feet; thence North 29°23'27" West 213.68 feet being at Mission Bay Park Coordinates North 4,709.66 feet and West 16,107.32 feet; thence North 40°00'00" East 339.78 feet being at Mission Bay Park Coordinates North 4,969.95 feet and West 15,888.92 feet; thence South 50°00'00" East 87.00 feet being at Mission Bay Park Coordinates North 4,914.03 feet and West 15,882.27 feet; thence North 40°00'00" East 86.50 feet, being at Mission Bay Park Coordinates North 4,980.29 feet and West 15,766.67 feet; thence South 50°00'00" East 20.00 feet, being at Mission Bay Coordinates North 4,967.44 feet and West 15,751.35 feet; thence North 40°00'00" East 69.16 feet to the TRUE POINT OF BEGINNING.

NOTE: The aforesaid premises are delineated on City of San Diego Engineering Drawing No. 4823-D-D dated January 17, 1958, as revised June 29, 1966.



Legend

SEAFORTH
SPORTFISHING
LEASE
BOUNDARY IN
YELLOW

Photo date: 1999



1:1797

Vicinity Map



SanGIS
We Have Seen Every Corner

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Plot Date: 03/20/03

9.3 Development Summary.

As required by Section 6.12, Development Plan, of the Lease, the following Development Summary is agreed to by CITY and LESSEE as material consideration for this Lease.

- a. Site Plan. [See Attachment 2, below]
- b. Financial Plan: Approximately \$5.5 million in construction costs to be paid \$1.5 million in cash (provided by LESSEE) and the balance financed through a \$4.0 million construction loan from San Diego National Bank at market rate interest repayable over 20 years and secured by LESSEE's interest in the leasehold and other collateral of LESSEE's principals as may be required by lender. (Subject to City Approval per Section 4.3, Encumbrance, and Section 4.7, Additional Consideration, of this Lease.)

c. Redevelopment Plan:

- 1. Plan Description and Schedule: See Attachment 1 (5 pages)
- 2. Architectural Plans: See Attachment 2 (50 pages)
- 3. Costs: See Attachment 3 (1 page)
- 4. Team:

William Watts	Architect, General Design
La Costa Engineering/Marty Montgomery	Structural Engineer
Darsono Cunningham	Landscape Architect
Alta Engineering/Bill James	Hydrology Study, Storm Water, Civil Engineering
Nynyo & Moore	Soils Engineer, Percolation Test, Structural Soils Building
Hankins Corporation	Design Construction Contractor

- 5. Pre- & Post-Redevelopment Pro Formas: See Attachment 4 (1 page)

d. Development Schedule:

Construction ("Construction Period") is to start within 6 months after the Commencement Date and will be completed on or before 18 months after commencement of construction. The CITY will be entitled to damages as specified in Section 6.14, Failure to Meet Development Schedule, of this Lease if LESSEE fails to complete the project in accordance with the Development Plan and Development Summary.

ATTACHMENT 1

Redevelopment Plan Description

and

Redevelopment Schedule

DISCUSSION

The lessee is proposing a substantial, phased redevelopment of the entire landside improvements, to include: demolition and new construction of three buildings; additional landscaping and parking and drainage improvements; and, the addition of lighting to illuminate the promenade and parking area closest to the water (lighting plan to be distributed separately). Additionally, substantial redevelopment/reconstruction of the majority of the water side improvements is also proposed, to include: demolition and redevelopment of the sport fishing dock; demolition, new construction and/or refurbishment of the five (5) main piers and perimeter dock within the pleasure craft marina; and, installation of new electrical service, domestic water service and fire suppression systems for the docks in both the sport fishing facility and the pleasure craft marina. The lessee's proposed redevelopment will be confined to the current leasehold premises and does not include any expansion of the leasehold boundaries; it also does not pose any change in the permitted use. Attachment 1 depicts the leasehold layout of the landside and waterside improvements and includes some of the proposed redevelopment details and project data. The lessee's proposal includes the following elements:

1. Landside Redevelopment.

A. Building Structures: As proposed, the three existing buildings, totaling 16,248 sq. ft. in area, will be demolished and replaced with three new buildings, totaling 10,100 sq. ft. in area, for a net decrease in total area of 6,148 sq. ft. The proposed locations and footprints of the new buildings are depicted on Attachment 1 in relation to the locations and footprints of the existing buildings they will replace. The lessee's plans call for the architecture to be consistent with the style requirements of the Mission Bay Park Master Plan (MBPMP) and similar to that of the recently-constructed structures at Dana Landing. While the existing structures encroach into the fifty foot (50 ft.) setback by approximately three feet (3 ft.) on average, the new buildings will be setback at least fifty feet (50 ft.) from the Mean High Water Line (MHWL) in accordance with the MBPMP (see Attachment 1). This will be possible without having to build into the existing parking lots. However, in order to accomplish this, the lessee requests the Committees consider its proposal to construct pergolas over the patios on the South elevations of the new structures that would encroach into the setback as depicted on Attachment 1. The plans and elevations of the proposed buildings are depicted on Attachment 2. A detailed evaluation of the utility loads has not been done, however, lessee will be replacing the current hot food restaurant with a deli shop, which should significantly reduce overall electrical demand on the premises. All restrooms and showers will meet ADA standards. An enclosed dumpster yard for each new building will be added. The redevelopment is not expected to increase the load on the sewer system or to increase water demand.

B. Landscaping, Parking and Drainage: The general landscaping, parking and drainage configuration plans are provided on Attachment 3; landscaping notes are provided on Attachment 4. In addition to the previously mentioned pergolas, landscaped islands would be added along the promenade within the concrete paved

plaza on the South side of the new buildings. In keeping with the existing landscaping in the area, canopy trees will be employed. Commercial advertising signs and store-front signs will be replaced with sand blasted, painted signs. The advertising signs will be low-to-the-ground, monument-type signs as called for in the MBPMP. The proposed advertising signs, along with their dimensions, are depicted on Attachment 5. Planned improvements are intended to satisfy the new guidelines for shading, tree point system and quality of runoff. According to the lessee, a preliminary survey of the parking lot indicates that existing grades can be used to direct parking lot runoff to new turf block drainage catchments and to improved storm drain catchments, with grease traps, redesigned per City Engineer guidelines. Existing parking totals 416 spaces. Paragraph 14a. (Commercial Parking Standards) of the Design Guidelines of the MBPMP provides minimum parking standards to be applied to "... all new development, additions or redevelopments of existing leaseholds within the Park". Pursuant to paragraph 14a., and through a liberal application of the standards applicable to this proposed leasehold redevelopment, the total number of required parking spaces was calculated to be between 471 and 476, inclusive of nine (9) ADA required accessible spaces. The total number of available peak parking spaces that the upgraded parking facility will yield is estimated to be at least 477, inclusive of ten (10) ADA accessible spaces (although only nine (9) are required), and potentially as high as 500 or more. This estimated total number of parking spaces resulting from the upgrade includes new spaces created through the conversion of the 10,710 sq. ft. lawn to turf block parking. However, also pursuant to the above-cited paragraph 14a. and because the uses do overlap within the leasehold, should the total number of required parking spaces be unachievable, the lessee requests a relaxation (reduction) of the total number of required parking spaces by a number equal to the difference between the total required number and the total number of spaces actually achieved (up to 1/3 of the total number of required spaces). Additionally, based on the paragraph 14a. parking standard ratio of 20 parking spaces per charter fishing boat mooring space, more than seventy-five percent (75%) of the calculated total number of required parking spaces are attributable to the eighteen (18) proposed charter fishing boat mooring spaces ($20 \times 18 = 360$ parking spaces); however, since this use is seasonal, the parking impact from the charter boat operation is not year-round.

C. Landside Redevelopment Schedule: The redevelopment is planned to follow the phased order listed below (cost estimates are indicated where known):

- 1.) Pleasure Craft Marina Building and Boat Rental Building - \$457,000 and \$351,000, respectively. Demolish existing 8,816 sq. ft Marina building and replace with new 3,300 sq. ft. building. Demolish existing 3,432 sq. ft Rental building and replace with new 2,600 sq. ft. building. Construction yards would be located on site; portable buildings would be rented and located on site during the construction period to maintain service to the Marina tenants. Construction is scheduled to begin in October 2007 and to be completed by June 2008.

2.) Sportfishing Building - \$657,000. Demolish existing 4,000 sq. ft. Sportfishing building and replace with new 4,500 sq. ft. building. Portable buildings would be rented for the winter whale watching season. Construction is scheduled to begin in October 2007 and to be completed by June 2008.

3.) Landscape and Parking Drainage Improvements - This will be the final phase of the leasehold redevelopment. Exclusive of advertising sign replacement, which is scheduled for completion during the first phase described above (by June 2005), it is anticipated that this phase will begin no sooner than the Fall of 2007 and will be completed no sooner than June 2008.

2. Waterside Redevelopment. This portion of the proposal includes: the complete demolition and new construction of the Sportfishing dock; the complete demolition and new construction of two of the five main piers of the Marina and the complete re-decking of the remaining three main piers as well as the perimeter walkway. The addition of a pump-out station has not been proposed because the construction of a public pump-out station located in the Basin is nearing completion and should be in operation before this redevelopment project commences.

A. Sportfishing-Charter Boat Dock: The existing charter boat dock will be extended and reconfigured through the net addition of two (2) mooring spaces enabling it to accommodate eighteen (18) charter boats. As proposed, lessee will demolish and replace the entire configuration of docks/slips. The existing dock layout and proposed new dock layout are depicted on Attachment 6. The replacement configuration will consist of 14 - 45 ft. long slips and 4 side ties on the back side of the main walkway. New electrical service will be installed and will include the addition of a new 800 Amp sub panel on the docks. New domestic water service will be installed and a new fire suppression line for the docks will be installed. An electrical alarm/call system on the locked entry to the gangway will be installed so as to enable persons with disabilities to call for assistance down the gangway. The dock system will consist of a pressure treated wood frame (gluelam beams), with 2x8 pressure treated decking, floated on polypropylene foam-filled floats. The estimated cost of development is \$510,000.

B. Pleasure Craft Marina: The replacement and refurbishment will be accomplished using the existing piling points and will provide approximately the same number of slips as currently exist. Main piers "A" and "B" (in excess of 35 years old) will be demolished completely and replaced. The configuration of the new piers will remain the same except that pier A's twenty-two (22) - 4 ft. by 30 ft. fingers will be replaced with fingers that are 36 ft. long, which will be consistent with the other 4 piers. All the decking on main piers "C", "D", "E" and the perimeter walkway will be replaced with new wood decking (to match the new decking on piers "A" and "B"). The layout and details of the new and re-decked piers are depicted on Attachment 7. The existing electrical system, which does not meet code, will be replaced/upgraded as necessary. A new domestic water system will be installed. The existing fire suppression system, which does not meet code, will

be replaced. An electrical alarm/call system on the locked entry to the gangway will be installed so as to enable persons with disabilities to call for assistance down the gangway. The estimated cost of the Marina improvements is \$1,609,300.

Please note that all waterside improvements were completed in June of 2006.

HANKINS CORPORATION

General Building-Engineering Contractor, A-B Lic. #452684
1251-A Greenfield Dr., El Cajon, CA 92021
619-447-2605 Fax 619-447-4108

August 10, 2007

SeaForth Sportfishing Corporation

1717 Quivira Road, San Diego, CA
1641 Quivira Road, San Diego, CA
1677 Quivira Road, San Diego, CA

Seaforth Development Schedule *

Mobilize Temp/Office/Storage	9/17/2007
Permits City San Diego	9/17/2007
Demolition Bldgs/Grading Buildings	10/10/2007
Storm Water Drainage System	10/15/2007
Parking Lighting Underground	11/2/2007
Structural Concrete Bldgs	11/15/2007
Wood Frame Structures	12/3/2007
Rough Plumbing/Electrical	12/17/2007
Exterior Finishes Roofing, Stucco, Glazing	2/11/2008
Interior Finishes Drywall, Tile	3/10/2008
Curb Gutter, Sidewalk, Landscape Irrig	3/10/2008
Landscaping	3/10/2008
Painting/Finishes/Trim	3/10/2008
Signage, Parking Lighting	3/10/2008
Pave/Stripe Parking Lot	4/1/2008
Final Clean/Final Inspection bldg	5/1/2008
Test/Balance Systems	5/1/2008
Final Inspection Planning	5/15/2008
Demobilize	6/2/2008

*Preliminary Schedule-Estimated start and completion dates-Subject to Change

ATTACHMENT 2
Architectural Plans

DISCUSSION & GENERAL CONCLUSIONS

DISCUSSION & GENERAL CONCLUSIONS

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE BUILDING AND DEVELOPMENT CODES AND MAKE ADJUSTMENT FOR THE LOCATION OF THE PROJECT. ALL CONST. SHALL COMPLY W/ 2001 TITLE 24,1997 CBC,2000 CMC,IPC AND 1996 NEC. ALL UNDER CALIF. 2001 BUILDING CODE

ALL METHODS OF CONSTRUCTION AND SITE SAFETY ARE THE RESPONSIBILITY OF THE CONSTRUCTOR.

END AND BUILDING DATA.

LEGAL SERVICES

Introduction

- [illegible]

JERRY TO BILL ON CHAIR, THE MAIL
 BRIDGING TO JERRY, THE MAIL EACH END
 SOLE PLATE TO JERRY, THE MAIL EACH END
 TOP PLATE TO STEEL END MAIL
 SEND TO SOLE PLATE, THE MAIL

CHILD'S STUD, FACE HAZ.	180004*
CHILD'S TOP PLATE, FACE HAZ.	180005*
TOP PLATED LIPS (4) OR CORNERS, FACE HAZ.	1-180

CONT. MEASURE TWO PIECES ALONG EACH EDGE	100-000"
CEILING MEET TO PLATE, FOR NAIL	3-00
CONT. MEASURE TO SKID, FOR NAIL	4-00
CEILING MEET LAMB ON'S BART. FACE NAIL	7-00

COLING JOINTS TO PARALLEL SURFACES, FACE NINE.	3-180
SURFACES TO FLARE, FOR NINE.	3-180
DR BRACE LET IN TO STUD AND PLATE FACE NINE, CA 9175	3-180
BUILT UP CORNER STUD	3-180

(SEE ALSO SPECIAL REQUIREMENTS FOR SHEAR PANELS ON
DRAWING)

CONCLUSIONS

- ```
CONNECTOR NOTES
-4M COLUMN POSTS C944
-4M CLM POSTS C046
-6M CLM POSTS C9 55
CONCRETE POST BEAM CONNECTIONS
-6X10 6X PC OR EPC 44
-6X10 6X PC 46
-6X10 6X PC 55 OR EPC
DISPERSED CONNECTIONS
-6X 0C 44 OR EDC
-6X10 6X C046 OR PC
SAWEN ILLINOIS CONNECTORS JOISTS
2X MEMBERS UP 2 DGS U2S
10X10,2X12 2 U210
```

0.5 250 RT3  
12 550 RT3512  
12 550 RT412  
14 250 RT14

1-4 ISO RUTS 14  
1-4 ISO RUT 14  
TRUSS HANGERS AT ORDER TRUSS  
HUSSE  
LVL AND LVL CONNECTORS

5.5 WIDTH BEAMS END CONNECTORS ETC 44  
5.5 WIDTH BEAMS END CONNECTORS NOT IN WALLS ETC 44  
OR DIAGONAL POINT IN WALL IS FORT. TO BEAM  
5.5 WIDTHS INCL. 50 1/4 UP TO 1' DEEP  
7.25 WIDTHS INCL. 50 1/4 FOR 1' OR MORE

ISOLATED POST BACKS  
41 POSTS C244  
67 POSTS C245  
89 POSTS C246  
POST 10 POSITION IN BILLS. BILLS WILL END POSTS. BILLS WILL

SHOW WALL ENDS AND POST ENDS FROM FLOOR TO FLOOR NEXT 48

**FIGURE 1 | Continued**

1. CONCRETE SHALL BE PORTLAND CEMENT TYPE 1, STRENGTH AT 28 DAYS.  
2. MOST CURED SLABS AND JOISTS BY COMBING WITH PLASTIC SHEET FOR  
CURE.  
3. REINFORCING BARS SHALL BE GRADE 60, ASTM A-618.  
4. LAP REINFORCING BARS 40 BAR COVERAGES AT SPICES.  
5. FRESH CONCRETE SLABS WITH A STEEL WOOD, FORM.  
6. FRESH CONCRETE SLABS WITH A HEAVY BRUSH FORM AND TOOL ALL  
EXPOSED EDGES OF STILES AND WALLS.  
7. PROVIDE 1/2" EXPANSION JOINTS FOR EXPOSED SLABS AND WALLS  
AND 1/4" EXPANSION JOINTS FOR EXPOSED JOISTS.  
8. PROVIDE EXPANSION JOISTS IN SLABS FOR SQUARE SLAB AREAS OF  
JOIST OR FOR UNBALANCED AT 30' INTERVALS. JOISTS 1/8" THE  
DEPTH OF THE SLAB IN AREAS OF JOIST AND UNBALANCED AT 30'  
INTERVALS.

11. ALTERNATELY USE #3 BARS AT 18" O.C. EA. WAY.  
CONCRETE COVERAGE OF REBAR BELOW GRADE IS 4"

12. RECEIVED DATE TIME

- CHURCH & MASONRY**
1. CONCRETE BLOCK SHALL BE SET IN 1215/25 TYPE II M M MIX.
  2. MORTAR AND GROUT PROPORTION TO SOLID MASS.
  3. CEMENT BASE ASIN 0 150 TYPE I.
  4. CONCRETE JOINTS.
  5. MIX CHURCH 3 FOR REPAIRING, CHURCH 2 FOR MICROPROOFING.
  6. HOLLOW GLASS BLOCK UNITS NORMAL, 4" THICK 8", WITH FACTORY
  7. GLASS BLOCK MORTAR MIX WITH MORTAR GROUT.
  8. BRICKS TEMPERATURE TO POSITION WITHIN 24 HOURS OF

2. ROOF DRAINAGE 4-20 PCL. FROD. PROCLAD. DATT.  
3. CLAYITE SPONGE & TILES 1000 # 20-20000 LBS PER FT.  
INSTALLATION FOR 1000-20000 LBS PER FT. INSTALLATION AND 1000-20000 LBS PER FT.

1. BUILDING MATERIALS SHALL BE SINGLE COMPONENT EPOXY, BOW TIE BRAND TYPE, PRODUCE MADE IN CANADA.
2. MATERIALS FOR CONCRETE JOINTS SHALL BE TWO COMPONENT IN SINGLE COMPONENT POLYURETHANE, GREATER THAN 1/4" IN THICKNESS.
3. POLYURETHANE JOINT SEALANTS TYPE SHALL BE USED ON JOINTS.
4. WALL SEALANTS 10-40 PER PERCENT FIBREGLASS MATS.
7. EXISTING DAMPERS REMOVED FROM WALLS AND WALLS ALL CONCRETE SPACE FOR 12 IN. 20
8. EXISTING MATERIALS SHALL BE ONLY. QUANTITY SHALL BE 10 PERCENT EFFICIENCY CLASS

### DISCUSSION

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### EMERGENCY 10. CONCLUSIONS

**CHURCH & COMPANY**  
**CORPORATE & PRIVATE**

- [illegible]

- [illegible]

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

- [illegible]

T-1 GENERAL NOTES  
T-2 BUILDING NOTES, DRAWING LIST  
T-3 ARCHITECTURAL SITE PLAN, SITE DETAILS  
T-4 EXISTING BUILDING FLOOR PLANS

- 10.1 CIVIL NOTES AND DETAILS  
10.1a EXISTING SITE PLAN WEST  
10.1b EXISTING SITE PLAN EAST  
10.1c PROPOSED SITE PLAN WEST  
10.1d PROPOSED SITE PLAN EAST  
10.1h EXISTING SITE UTILITIES

- A-100 RENTAL BLDG FOUNDATIONS
- A-101 RENTAL BLDG FLOOR PLAN
- A-102 RENTAL BLDG FRAMING PLAN
- A-103 RENTAL BLDG SECTIONS
- A-104 RENTAL BLDG EXT ELEVATIONS
- A-200 MARINA BLDG FOUNDATIONS
- A-201 MARINA BLDG FLOOR PLAN
- A-202 MARINA BLDG FRAMING PLAN
- A-203 MARINA BLDG SECTIONS
- A-204 MARINA BLDG EXT ELEVATIONS
- A-300 SPORTFISHING BLDG FOUNDATIONS
- A-301 SPORTFISHING BLDG FLOOR PLAN
- A-302 SPORTFISHING BLDG FRAMING PLAN
- A-303 SPORTFISHING BLDG SECTIONS
- A-304 SPORTFISHING BLDG EXT ELEVATIONS
- A-400 ROOF PLANS, RENTAL, MARINA AND SPORTFISHING
- A-401 BATHROOM PLANS AND ELEVATIONS ALL BLDGS
- G-100 BUILDING GRAPHICS

- P1.0 RENTAL BLDG PLUMB'G NOTES  
P1.1 MARINA BLDG PLUMB'G NOTES  
P1.2 SPORTFISH BLDG PLUMB'G NOTES  
P2.0 SITE UTILITIES  
P3.0 RENTAL BLDG PLAN AND SCHEMATIC  
P3.1 MARINA BLDG PLAN AND SCHEMATIC  
P3.2 SPORTFISH PLAN  
P3.3 SPORTFISH SCHEMATIC AND DETAILS

- M-1 RENTAL BLDG HVAC PLANS  
M-2 MARINA BLDG HVAC  
M-3 SPORTFISHING HVAC

- E-1 ELECTRIC SYMBOLS AND NOTES
- E-2 TITLE 24 DOCUMENTS
- E-3 TITLE 24 DOCUMENTS
- E-4 SINGLE LINE DIAGRAMS
- E-5 PANEL SCHEDULES
- E-6 ELEC SITE PLAN
- E-7 POWER AND LVS RENTAL BLDG
- E-8 POWER AND LVS MARINA BLDG
- E-9 POWER SPORTFISHING
- E-10 LVS SPORTFISHING
- E-11 SITE LIGHTING
- E-12 LT CONTROLS

- 9 LANDSCAPE SPECIFICATIONS  
10, 11 CONSTRUCTION PLANS WEST AND EAST  
12, 13 IRRIGATION PLANS WEST AND EAST  
14, 15 PLANTING PLANS WEST AND EAST  
16, 17 IRRIGATION LEGENDS AND DETAILS  
18 IRRIGATION PLAN AT QUIVERA FRONTAGE

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William Watts, Architect

CA # 14,111 BDP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 858-571-7767 E-MAIL [WINDWARDDESIGN@PRONGY.NET](mailto:WINDWARDDESIGN@PRONGY.NET)

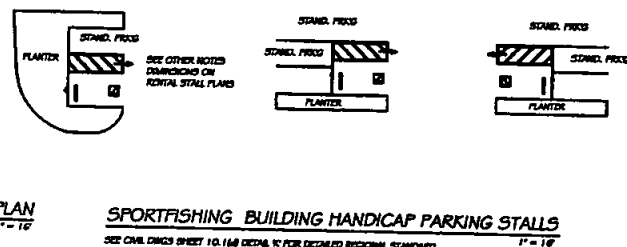
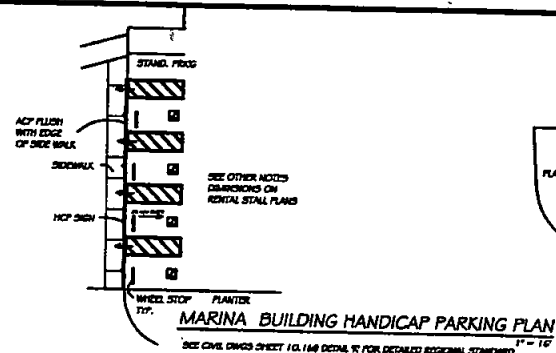
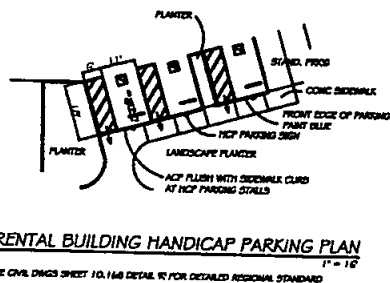
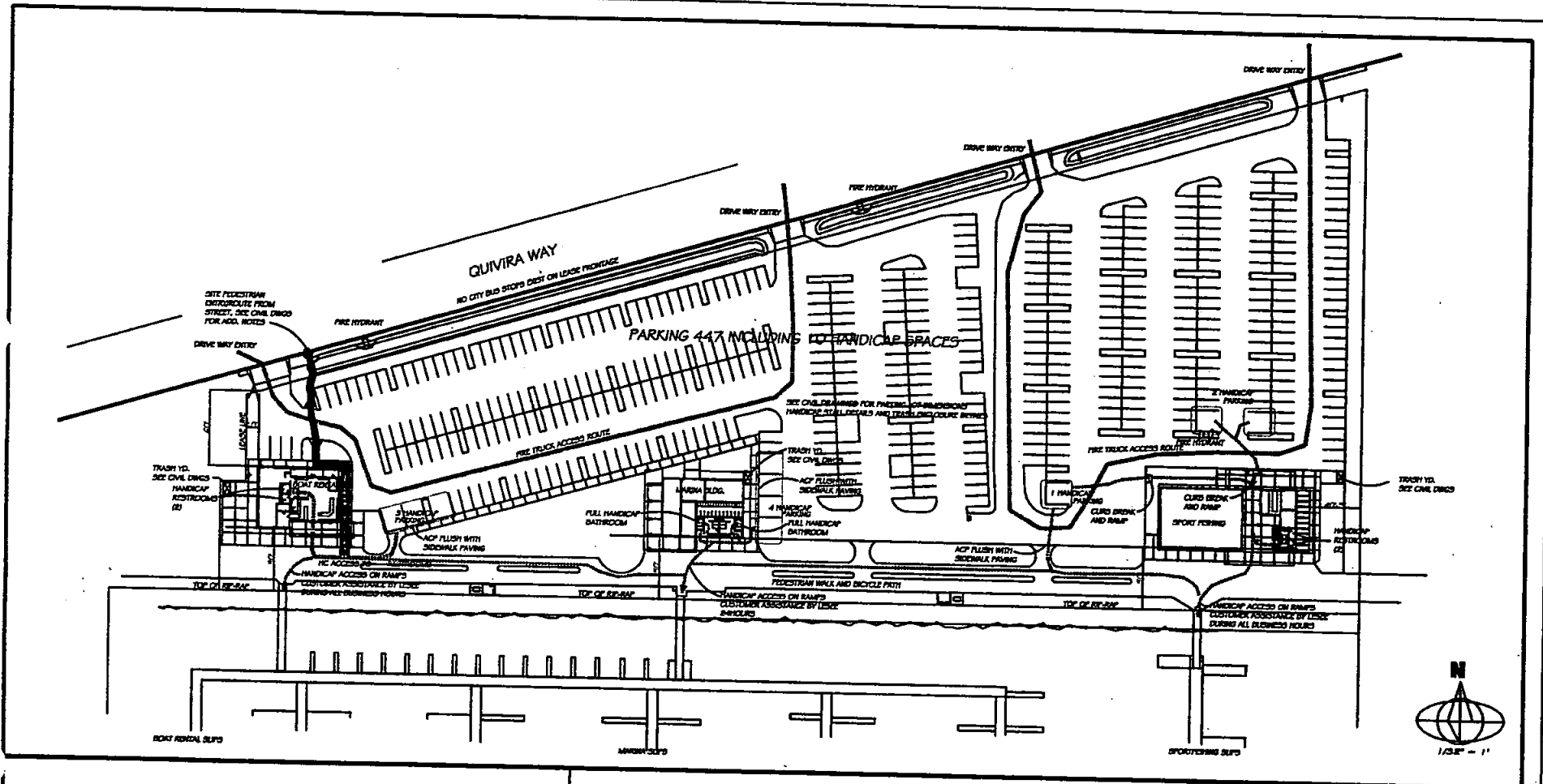
ANDERSON/NESTMAN PROJECT  
ZLATBOR HOUSE  
ESCONDIDO, CA

### GENERAL NOTES

## T2

SCALE 1/4"=1'

55



**Windward Design Inc.**  
William Watts, Architect

CA # 24,222 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-574-7767 E-MAIL WINDWARDDESIGNSPRODAGY.NET

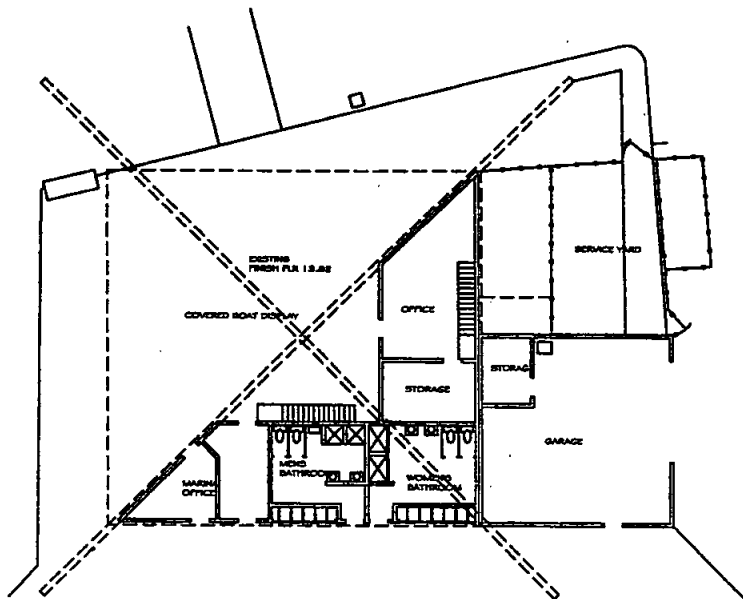
SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

DEVELOPMENT DATA  
SITE ACCESS PLAN

JULY 28 2000

**T3**

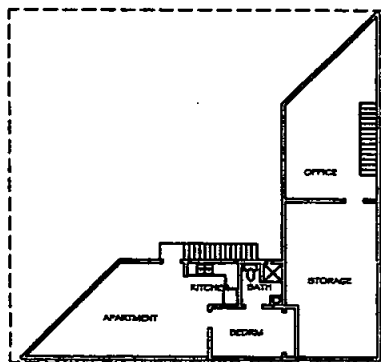
SCALE 1/32" = 1'



EXISTING 1ST FLOOR MARINA BLDG

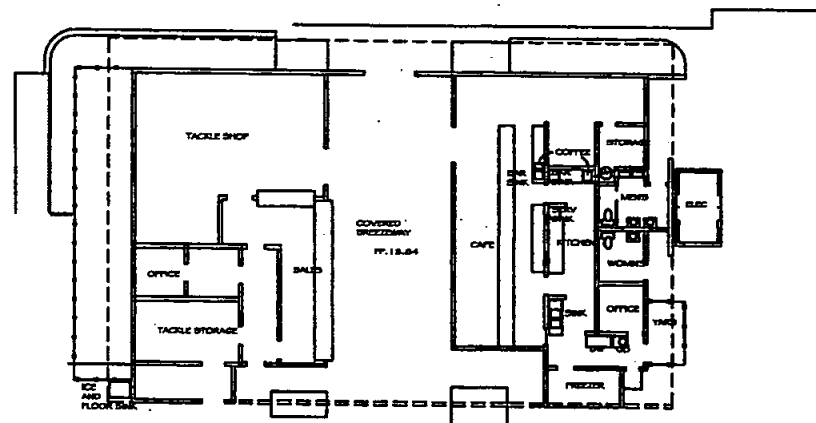
4 TOILETS, URINAL, 4 LAVS, 4 SHOWERS, SERVICE SHED

FT. 13.88  
TOP OF ROOF 35.80



EXISTING 2ND FLOOR MARINA BLDG

SHW, TOILET, SHOWER, LAV

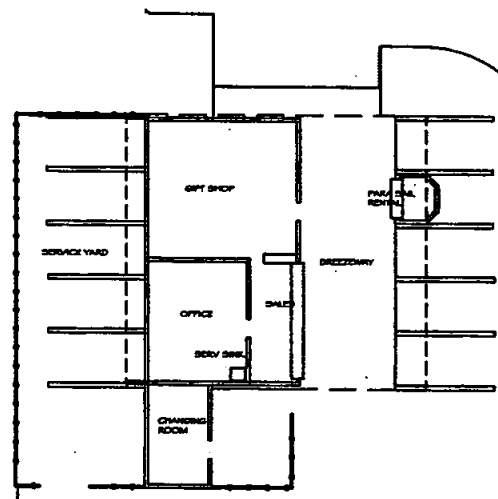


EXISTING SPORTFISHING BLDG

2 TOILETS, 2 URINALS, 3 LAVS

FT. 13.84  
TOP OF ROOF 34.00

ALL BUILDINGS DEMOLISH AND REMOVE MATERIALS TO LEGAL DUMP SITE. DEMOLITION PERMIT REQUIRED. REMOVE BUILDINGS COMPLETELY INCLUDING GLASS AND FOUNDATIONS. CAP PRIMARY WATER, AND SEWER LINES FOR FUTURE CONNECTION TO NEW PIPING. PRIMARY ELECTRIC SERVICE TO REMAIN AND SERVICEABLE DURING CONSTRUCTION.



EXISTING BOAT RENTAL BLDG

FT. 13.83  
TOP OF ROOF 31.80



**Windward Design Inc.**  
William Watts, Architect

CA #14,111 EXP 2004 5353 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-591-7767 E-MAIL WINDWARDDESIGN@BOLDING.NET

SEAPORT LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

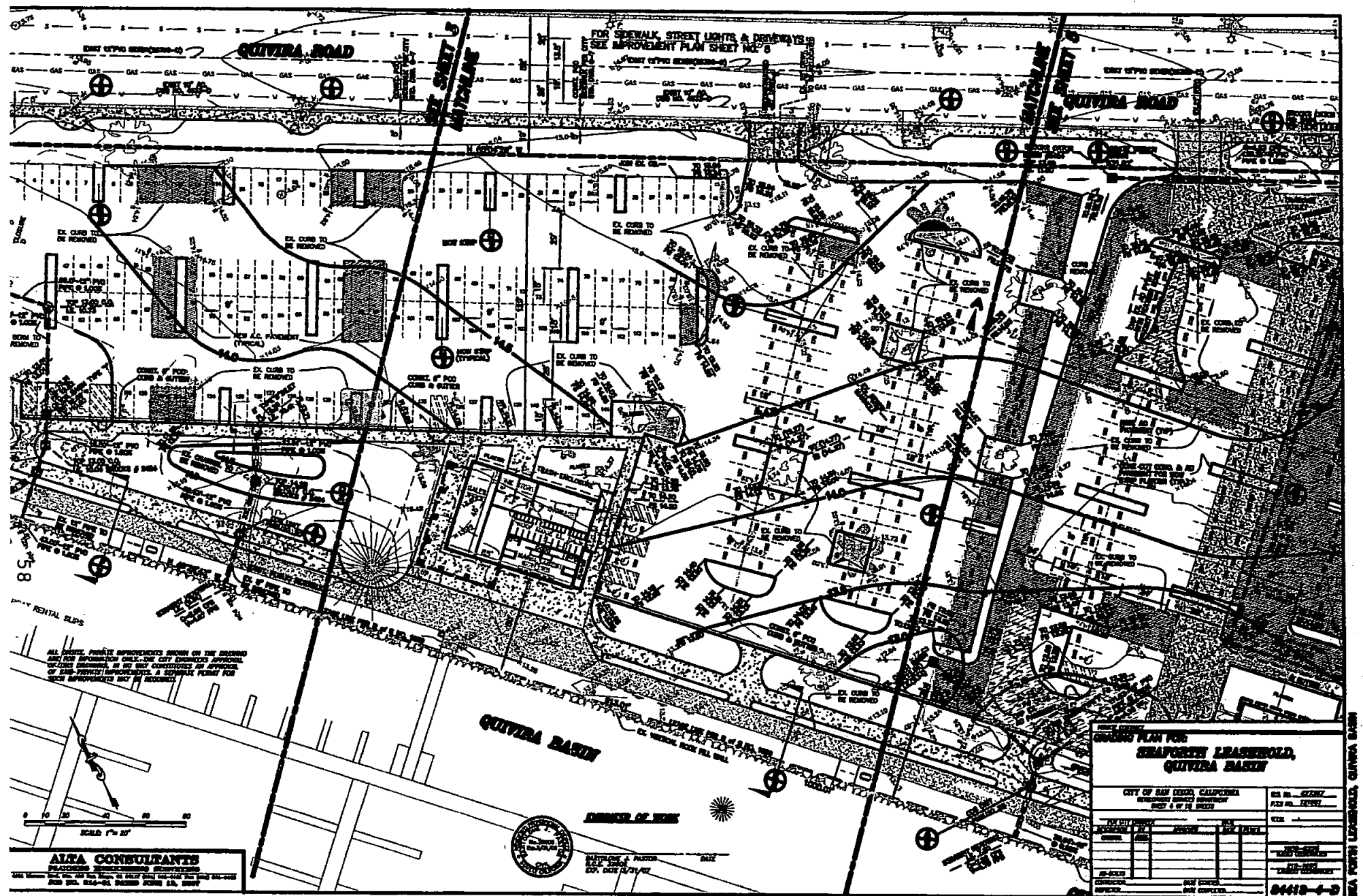
EXISTING BLDGS  
RENTAL MARINA & SPORTFISHING BLDGS

DATE: 6/20/04

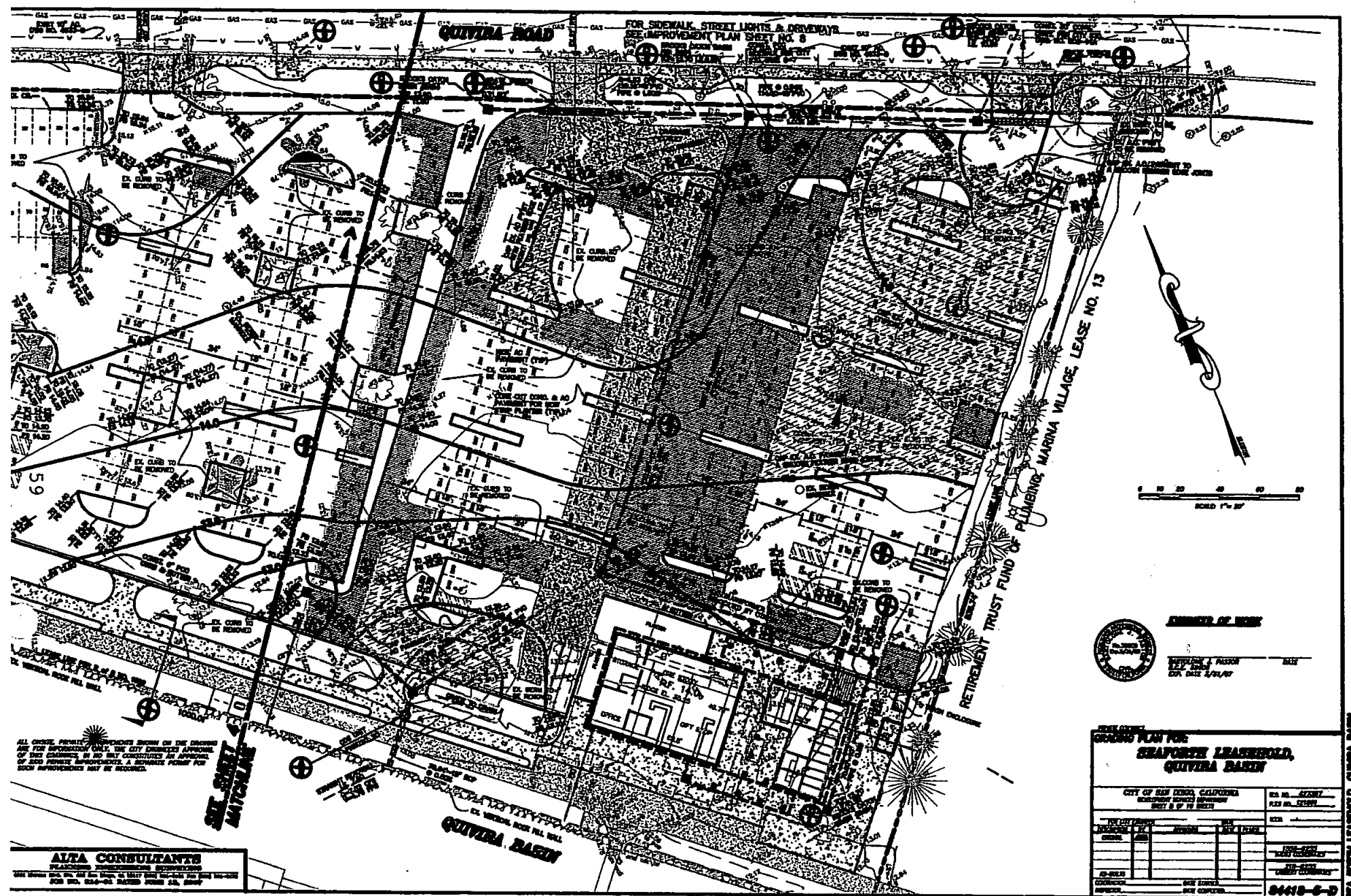
T-4

SCALE: 1/4" = 1'-0"



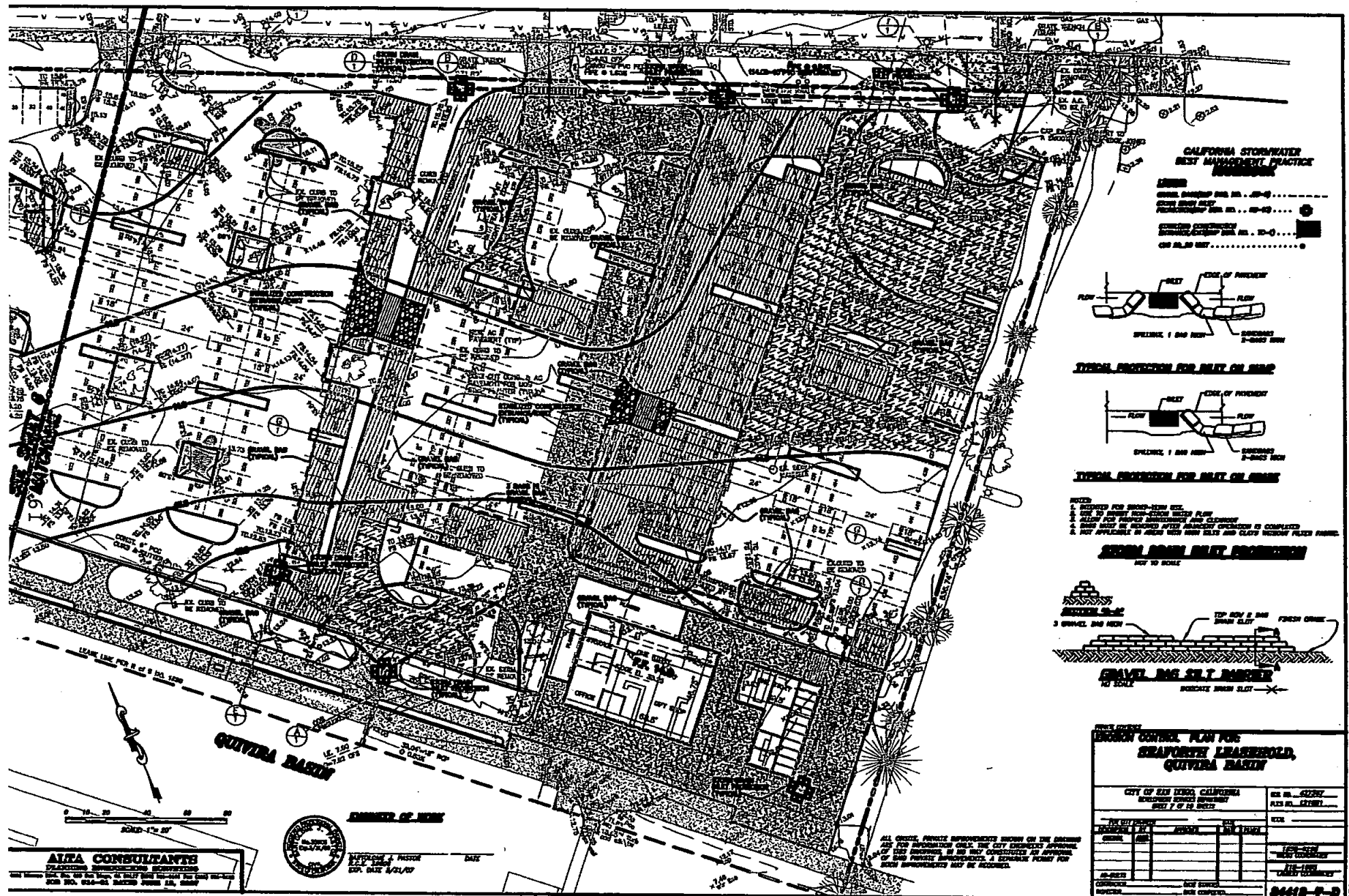


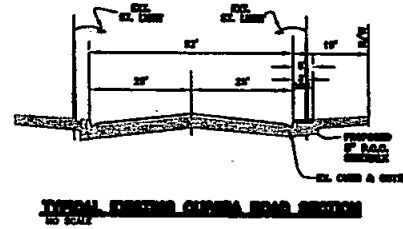
SEA PORT LEASHOLD, QUIVIRA BASIN



SEA PORT LEASHOLD, QUIVIRA BASIN







1. ALL CONNECTIONS TO EXISTING MAINS BEING MADE BY THE  
 CITY WILL BE CHARGED AT THE CONNECTION RATE AND NOT  
 \$1.00 PER CITY INCHES THE MAIN TO BE CONNECTED. THE  
 TIME THE CONNECTIONS ARE MADE, IS OF THE RESPONSIBILITY  
 AT THE CONNECTION POINT AND INITIAL THE NEW MAIN TO  
 CITY TO MAKE A REPAIR-OR CONNECTION WITHOUT CHARGE.

|             | (LUMP)   | (TYPE OF CONNECTION)                  |
|-------------|----------|---------------------------------------|
| FEET NO. #1 | \$245.00 | CELL EX. 2" SERVICES<br>(REPAIR ONLY) |
| FEET NO. #2 | \$245.00 | CELL EX. 2" SERVICES<br>(REPAIR ONLY) |
| FEET NO. #3 | \$245.00 | CELL EX. 2" SERVICES<br>(REPAIR ONLY) |

[illegible]

APN 760-029-03

APN 760-029-08

WEST MISSION BAY DRIVE

QUIVIRA WAY

EXISTING STORM DRAIN CATCHMENTS  
REDUCED PER CITY ENG. GUIDELINES  
FOR STORM WATER QUALITY  
PARKING LOT RUNOFF CONTROL

BOAT RENTAL SLIPS

BOAT RENTALS

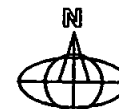
MARINA SLIPS

MARINA SLIPS

MARINA SLIPS

MARINA SLIPS

QUIVIRA BASIN

EXISTING  
SPORTFISHING  
SLIP

**Windward Design Inc.**  
 William Watts, Architect

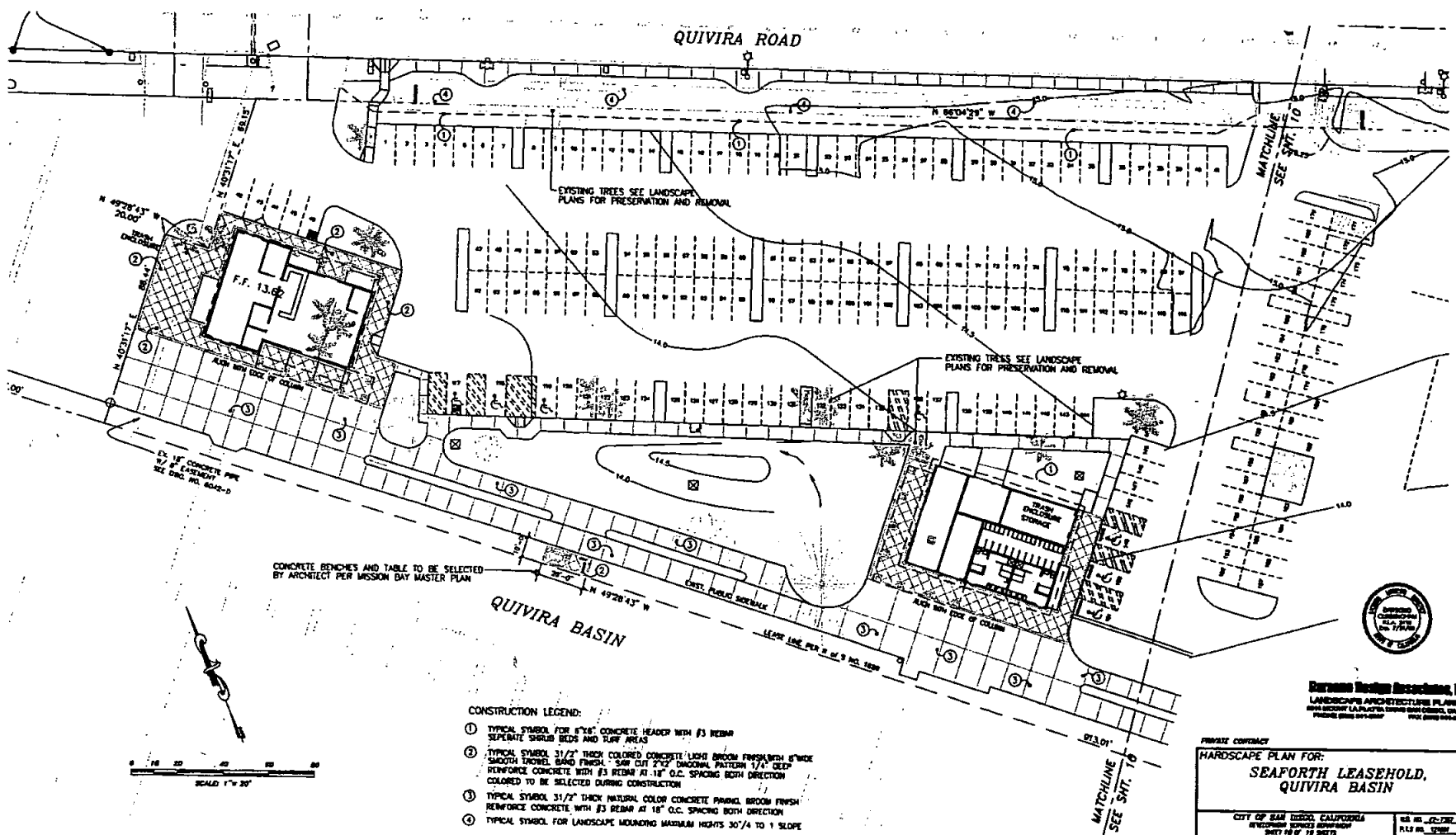
CA # 14,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-574-7769 E-MAIL W.WATTS@WINDWARDDESIGNPRODUCY.NET

SEAPORT LEASE  
 MISSION BAY LEASEHOLD  
 SAN DIEGO, CALIFORNIA

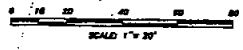
EXISTING UTILITIES  
 RENTAL, MARINA & SPORTFISHING BLDGS

10.1(h)





- CONSTRUCTION LEGEND:
- ① TYPICAL SYMBOL FOR 8"x8" CONCRETE HEADSTOCK WITH #3 REBAR SEPARATE DRILL BIDS AND TIE-INS
  - ② TYPICAL SYMBOL 31/2" THICK COLORED CONCRETE LIGHT BROOM FINISH WITH 8" WIDE SMOOTH TROWEL BAND FINISH. SAW CUT 2"x2" DIAGONAL PATTERN 1/4" DEEP REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTION COLORED TO BE SELECTED DURING CONSTRUCTION
  - ③ TYPICAL SYMBOL 31/2" THICK NATURAL COLOR CONCRETE FINISH BROOM FINISH REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTION
  - ④ TYPICAL SYMBOL FOR LANDSCAPE MOUNDING MAXIMUM HEIGHTS 30" TO 1' SLOPE



**Barstow Design Associates, Inc.**  
LANDSCAPE ARCHITECTURE PLANNING  
AND DESIGN (A PROFESSIONAL SERVICE)  
10000 BARSTOW AVENUE, SUITE 100, BARSTOW, CA 92311  
PHONE (951) 991-1000 FAX (951) 991-1001

PRIVATE CONTRACT

**HARDSCAPE PLAN FOR:**  
**SEAFORTH LEASEHOLD,**  
**QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA  
REVISIONS SHEET 10 OF 10 SHEETS

| NO. | DATE    | BY   | CHKD. |
|-----|---------|------|-------|
| 1   | 10/1/01 | W.A. | W.A.  |
| 2   | 10/1/01 | W.A. | W.A.  |
| 3   | 10/1/01 | W.A. | W.A.  |
| 4   | 10/1/01 | W.A. | W.A.  |
| 5   | 10/1/01 | W.A. | W.A.  |
| 6   | 10/1/01 | W.A. | W.A.  |
| 7   | 10/1/01 | W.A. | W.A.  |
| 8   | 10/1/01 | W.A. | W.A.  |
| 9   | 10/1/01 | W.A. | W.A.  |
| 10  | 10/1/01 | W.A. | W.A.  |

DATE COMPLETED: 10/1/01

**34413-10-D**

REVISION PAGE 10

SEA FORTH LEASEHOLD, QUIVIRA BASIN 01-05-2007

- EXISTING TREES SEE LANDSCAPE  
PLANS FOR PRESERVATION AND REMOVAL

EXISTING TREES SEE LANDSCAPE  
PLANS FOR PRESERVATION AND REMOVAL

**Barone Design Associates, Inc.**  
LANDSCAPE ARCHITECTURAL FIRM  
404 SACENT LA PLATA DRIVE SACRAMENTO, CA 95811  
PHONE 916 999-0997 FAX 916 999-0998

**CONCLUSIONS**

**HARDSCAPE PLAN FOR:**

**SEAFORTH LEASEHOLD,  
QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA  
DEVELOPMENT SERVICES DEPARTMENT  
SHEET 19 OF 28 SHEETS

Q. 102-1027  
P. 15-1027

|                       |   |      |   |    |   |
|-----------------------|---|------|---|----|---|
| FOR OFFICIAL USE ONLY |   | DATE |   | BY |   |
| 1                     | 2 | 3    | 4 | 5  | 6 |

|        |        |  |  |  |  |
|--------|--------|--|--|--|--|
| ORDINE | S.S.A. |  |  |  |  |
|        |        |  |  |  |  |
|        |        |  |  |  |  |
|        |        |  |  |  |  |

|           |  |  |  |  |           |
|-----------|--|--|--|--|-----------|
|           |  |  |  |  | 1960-1969 |
|           |  |  |  |  | 1970-1979 |
| 1980-1989 |  |  |  |  | 1990-1999 |

|                  |                      |           |
|------------------|----------------------|-----------|
| CONTRACTOR _____ | DATE STARTED _____   | 34413-11- |
| INSPECTOR _____  | DATE COMPLETED _____ |           |

34413-11-

REAL TIME

QUIVIRA BASIN

CONSTRUCTION LEGEND:

- ① TYPICAL STABILIZER FOR 6"X8" CONCRETE HEADER WITH #3 REBAR  
SEPARATE BARS OVER BARS AND TURN AREAS
- ② TYPICAL STABILIZER 3 1/2" THICK COLORED CONCRETE LIGHT BROOM FINISH WITH 8"XIDE  
REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTIONS  
COLORED TO BE SELECTED DURING CONSTRUCTION
- ③ TYPICAL STABILIZER 3 1/2" THICK NATURAL COLOR CONCRETE FINISH, BROOM FINISH  
REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTIONS
- ④ TYPICAL STABILIZER FOR LANDSCAPE MOUNTING MAXIMUM HEIGHTS 30' 4" TO 1' SLOPE

NOTE: SEE ENGINEERING GRADING PLAN FOR PAVING HORIZONTAL CONTROL  
FOR DIMENSION OF PAVING.

CONCRETE BENCHES AND TABLE TO BE SELECTED  
BY ARCHITECT PER MISSION BAY MASTER PLAN

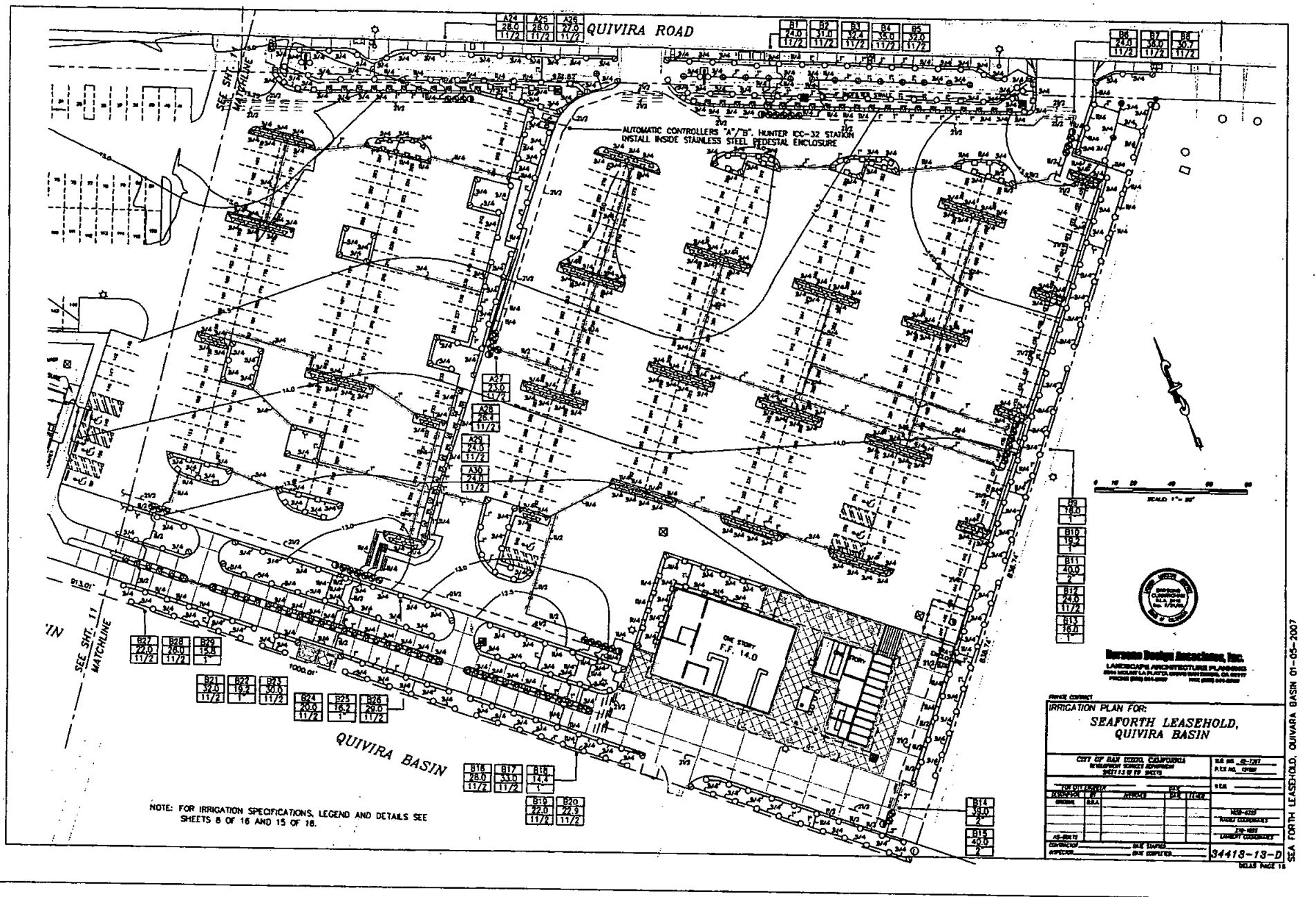
SEE SHT. 9  
MATCHLINE

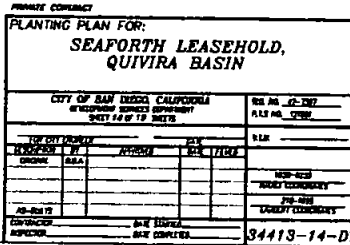
0 10 20 40 60

SCALE 1" = 10'

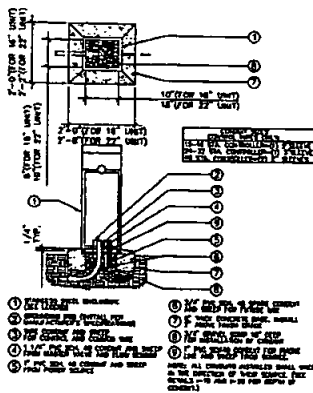
**SECRET**



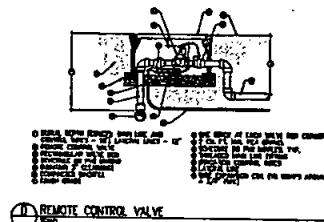




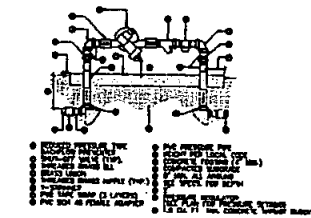




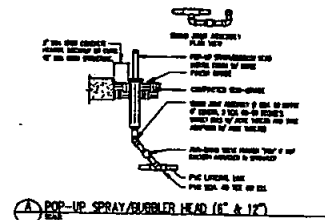
**①** AUTOMATIC CONTROLLER  
E42



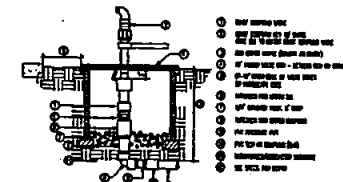
REMOTE CONTROL VALVE



~~ⓔ R.P. BACKFLOW PREVENTER~~



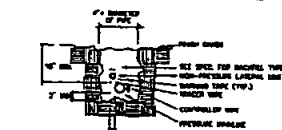
~~(A) POP-UP SPRAY/HUBBLER HEAD (6" & 12")~~



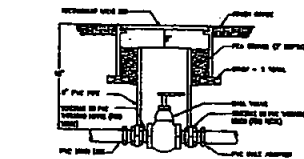
~~QUICK COUPLING VALVE~~

INSTALL PVC CONDUIT SHALL BE AS FOLLOWS:

1. 3/4" FOR SIGNAL AND CONTROL WIRING ALONG SIDE OF PIPE IN ELITE'S UNDER VEHICULAR PAVEMENT
2. 3/4" FOR LATERAL PIPE IN SLOTTED UNDER VEHICULAR PAVEMENT
3. 1" FOR SIGNAL AND CONTROL WIRING ALONG SIDE OF PIPE IN ELITE'S UNDER PAVEMENT
4. 1" FOR LATERAL PIPE IN SLOTTED UNDER PAVEMENT



**TRENCHING**



C BALL VALVE



**Barrows Design Associates, Inc.**  
LANDSCAPE ARCHITECTURE PLANNING  
585 MONTE LA PLATA DRIVE SAN DIEGO, CA 92108  
PHONE 326-6667 FAX 326-6668

**PRIVATE CONTRACT**

## IRRIGATION LEGEND AND DETAILS

**SEAFORTH LEASEHOLD,  
QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA  
DEVELOPMENT SERVICES DEPARTMENT  
BET 12 of 19 DETH

REF ID: A67287  
PLS SEE 10000

|                      |    |          |      |         |  |
|----------------------|----|----------|------|---------|--|
| THE CITY OF NEW YORK |    | DATE     |      | BY      |  |
| MANHATTAN            | NY | APPROVED | FILE | 11/1/80 |  |

[illegible]

|          |                |  |                |
|----------|----------------|--|----------------|
| 45-2217  |                |  | 7-10-55        |
| CONTRACT | DATE SHIPPED   |  | DAWSON COMPANY |
| QUANTITY | PRICE PER UNIT |  |                |

344/3-16-7

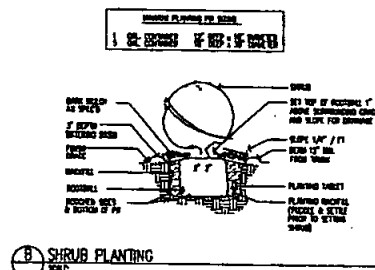
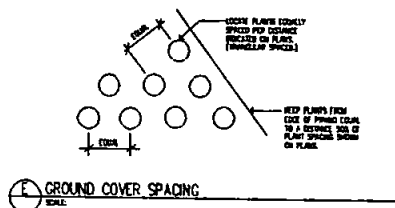
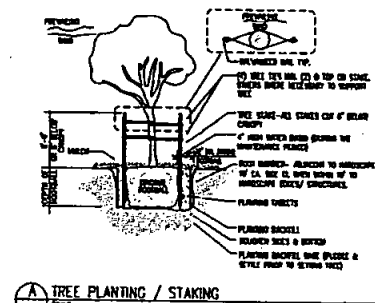
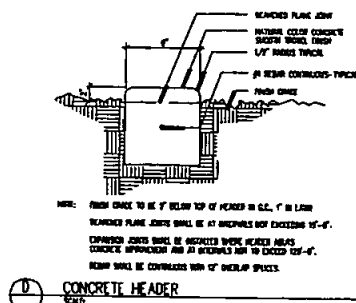
**DELA PAGE 1**

## IRRIGATION LEGEND

| SYMBOL | DESCRIPTION                  | MANUFACTURER    | MODEL NUMBER          | PRESSURE                                      | PISTON  | GPM     |
|--------|------------------------------|-----------------|-----------------------|-----------------------------------------------|---------|---------|
|        | POP-UP SPRAY HEAD-LAWN       | RANRIBO         | 1808-SAM-PRS-15F      | 30 PSI                                        | 15"     | 4.00(7) |
|        | POP-UP SPRAY HEAD-LAWN       | RANRIBO         | 1808-SAM-PRS-15H      | 30 PSI                                        | 15"     | 2.00(4) |
|        | POP-UP SPRAY HEAD-LAWN       | RANRIBO         | 1808-SAM-PRS-15D      | 30 PSI                                        | 15"     | 1.00(2) |
|        | POP-UP SPRAY HEAD            | RANRIBO         | 1808-SAM-PRS-8F-FLT   | 30 PSI                                        | 8"      | 1.00(7) |
|        | POP-UP SPRAY HEAD            | RANRIBO         | 1808-SAM-PRS-8H-FLT   | 30 PSI                                        | 8"      | 2.00(4) |
|        | POP-UP SPRAY HEAD            | RANRIBO         | 1808-SAM-PRS-8D-FLT   | 30 PSI                                        | 8"      | 4.00(7) |
|        | POP-UP SPRAY HEAD            | RANRIBO         | 1808-SAM-PRS-12F      | 30 PSI                                        | 12"     | 2.00(7) |
|        | POP-UP SPRAY HEAD            | RANRIBO         | 1808-SAM-PRS-12H      | 30 PSI                                        | 12"     | 1.30(4) |
|        | POP-UP SPRAY HEAD            | RANRIBO         | 1808-SAM-PRS-12D      | 30 PSI                                        | 12"     | 2.00(7) |
|        | POP-UP SPRAY HEAD            | RANRIBO         | 1808-SAM-PRS-1555T    | 30 PSI                                        | 4"X30"  | 1.20(4) |
|        | POP-UP STREAM NOZZLE         | RANRIBO         | 1808-SAM-PRS-15E31    | 30 PSI                                        | 4"X15"  | .30(2)  |
|        | HUNTER NOZZLE                | HUNTER          | PGP-AQJ-F3 M32        | 30 PSI                                        | 3"      | 3.00(7) |
|        | POP-UP STREAM NOZZLE         | HUNTER          | PGP-AQJ-F3 M32        | 30 PSI                                        | 30"     | .80(2)  |
|        | AUTOMATIC CONTROLLER         | HUNTER          | HUNTER ICC 40 STATION | STAINLESS STEEL OUTDOOR PISTONAL MOUNT        |         |         |
|        | R.P. BACKFLOW PREVENTER      | BALCHUS         | 675DL3                | 2" SIZE. INSTALL IN STAINLESS STEEL ENCLOSURE |         |         |
|        | REMOTE CONTROL VALVE         | RANRIBO         | PM SERIES             | SEE PLAN FOR SIZE                             |         |         |
|        | BALL VALVE                   | RANRIBO         | 8-109 SERIES          | LINE SIZE                                     |         |         |
|        | QUICK COUPLER                | RANRIBO         | 50JRC                 | 3/4"                                          |         |         |
|        | MASTER CONTROL VALVE         | SUPERIOR        |                       | NO. 3180 NORMALLY OPEN                        | 2" SIZE |         |
|        | SCHEDULE 40 PVC PRESSURE     | WALBRINE        |                       | SEE PLAN FOR SIZE                             |         |         |
|        | SCHEDULE 20 PVC LATERAL LINE |                 |                       | SEE PLAN FOR SIZE                             |         |         |
|        | SCHEDULE 40 PVC SLEEVES      |                 |                       | PI 0.6 SLEEVES PER                            |         |         |
|        | RAIN SENSOR                  | RANRIBO         | RAIN CHICK            | INSTALL PER FACTORY SPECIFICATIONS            |         |         |
|        | FLOW SWITCH                  | DATA INDUSTRIAL | ISN-200 SERIES        | INSTALL PER FACTORY SPECIFICATIONS            |         |         |

NOTE: INSTALL "VAN NOZLES" WHERE SPECIAL ANGLE SPRUS PLANTING AREAS AND TURF AREAS WHERE THIS REQUIREMENTS IS NEEDED.

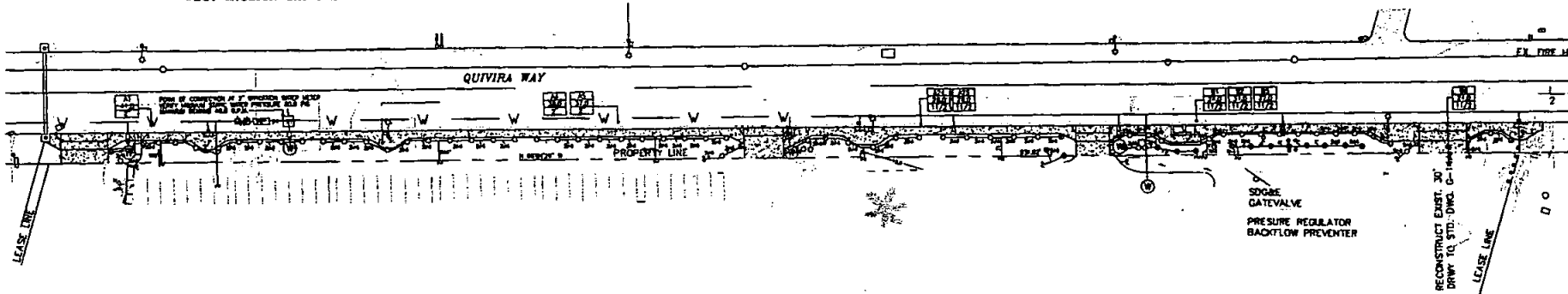
|       |                |
|-------|----------------|
| AI    | VALVE SEQUENCE |
| 16 10 | CPU (MAXIMUM)  |
|       | VALVE SIZE     |



| SYMBOL              | BOTANICAL NAME                        | COMMON NAME                       | SIZE              | REMARKS                   |
|---------------------|---------------------------------------|-----------------------------------|-------------------|---------------------------|
| <b>TREES</b>        |                                       |                                   |                   |                           |
| ARB ONE             | ARBUSUS UNEDO                         | STRAWBERRY TREE                   | 24"DBH/77.5727'CA | STANDARD                  |
| ERY COM             | EPYTHYIA CORALLOIDES                  | RAISED CORAL TREE                 | 48"DBH/76.574'CA  | STANDARD                  |
| JAC BEN             | JACARANDA MIMOSIFOLIA                 | JACARANDA                         | 36"DBH/70.5735'CA | STANDARD STREET TREE      |
| NET EXC             | METSEDEROS EXCELSUS                   | NEW ZEALAND CHRISTMAS TREE        | 24"DBH/77.5727'CA | STANDARD                  |
| MSB ROB             | WASHINGTONIA ROBUSTA                  | MEXICAN FAN PALM                  | 17"-14"DBH        | STANDARD                  |
| <b>SHRUBS</b>       |                                       |                                   |                   |                           |
| AGA AFR             | AQAPANTHUS ATRICARPUS 'PETER PAN'     | SHRUB LILY OF THE NILE            | 5 GALLON          | AS SHOWN/BLUE             |
| CALL EJO            | CALLISTETHO 'LITTLE JOHN'             | SHRUB BUTTLE BUSH                 | 5 GALLON          | AS SHOWN/RED              |
| FES GLA             | FESTUCA GLAUCA                        | COMMON BLUE FESCUE                | 5 GALLON          | AS SHOWN                  |
| GRE HOE             | GREVILLEA NOELB                       | GREVILLEA                         | 5 GALLON          | AS SHOWN                  |
| PHO ROB             | PHOEBE ROBESONII                      | PICOTY DATE PALM                  | 15 GALLON         | MUL-S-BRANCHING           |
| PHO TEN             | PHORADENDRA TIDIA 'WINDSOR'           | NEW ZEALAND FLAX                  | 5 GALLON          | AS SHOWN                  |
| PHO TEN             | PHORADENDRA TIDIA                     | MOCK ORANGE                       | 5 GALLON          | AS SHOWN                  |
| POD MAC             | PODOCARPUS MACROPHYLLUS 'JACK'        | YEW PINE                          | 15 GALLON         | AS SHOWN                  |
| RHA IND             | RHAMPHOLEPIS L 'JACK EVANS'           | INDIA HARTSTORN                   | 5 GALLON          | AS SHOWN                  |
| STR REG             | STRELTZIA REGINAE                     | BIRD OF PARADISE                  | 5 GALLON          | AS SHOWN                  |
| TRA NY              | TRICHANEMA YOLANCA                    | SOCIETY GARDEN                    | 5 GALLON          | AS SHOWN                  |
| XYL COM             | XYLOSMA COMESTRUM 'COMPACTA'          | COMPACT XYLOSMA                   | 5 GALLON          | AS SHOWN                  |
| <b>VINES</b>        |                                       |                                   |                   |                           |
| BOU BRA             | BOUGHANVILLE BRASILIENSIS 'SAR DECIO' | BOUGHANVILLE                      | 5 GALLON          | AS SHOWN                  |
| <b>CROUCHCOVERS</b> |                                       |                                   |                   |                           |
| [A]                 | HEDERA HELIX 'HANNI'                  | HANNI'S IVY                       | FROM PLATS        | 12" OC TRIANGULAR SPACING |
| TURF                | PACIFIC SOD PASTURE CO BLEND          | FESCUE AND TIFT BERMUDA BLEND SOD |                   |                           |

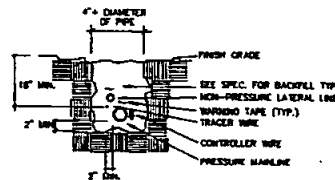
[illegible]

# WEST MISSION BAY DRIVE

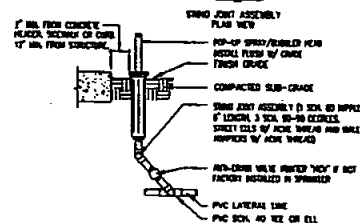


## IRRIGATION SPECIFICATIONS:

1. ALL IRRIGATION MATERIALS AND PROCEDURES SHALL CONFORM TO THE CITY OF SAN DIEGO SPECIFICATIONS AND REQUIREMENTS.
2. IRRIGATION PLAN IS DIAGRAMMATIC ONLY.
3. CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF ALL EXISTING SITE CONDITIONS.
4. IRRIGATION CONTRACTOR SHALL ADJUST ALL HEADS TO PROVIDE AN EVEN COVERAGE AND TO KEEP SPRAY OUT OF THE VALVEWAYS, WALLS, STREETS AND DRIVE.
5. AS A MINIMUM, ALL IRRIGATION HEADS LOCATED ADJACENT TO VALVEWAYS, STREETS AND DRIVES SHALL BE INSTALLED ON POP-UP HEADS.
6. WHEN THE IRRIGATION SYSTEMS ARE COMPLETED, THE CONTRACTOR, IN THE PRESENCE OF THE OWNER/DEVELOPER, AUTHORIZED REPRESENTATIVE OF THE LANDSCAPE ARCHITECT, SHALL PERFORM A TEST OF COVERAGE OF WATER INTERFERED THE PLANTING AREAS TO ENSURE THAT IT IS COMPLETE AND ACCURATE. THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK REQUIRED TO CORRECT ANY IRREGULARITIES OF COVERAGE AT HIS OWN COST.
7. PRIOR TO BURYING IRRIGATION LINES:
  - A) ALL MAINLINE IN THE SYSTEM SHALL BE CAPPER AND PRESSURE TESTED AT 150 PSI FOR A PERIOD OF FOUR (4) HOURS. ANY LEAKS FOUND SHALL BE CORRECTED BY REMOVING THE LEAKING PIPE OR FITTINGS AND INSTALLING NEW MATERIAL IN ITS PLACE.
  - B) ALL LATERAL LINES SHALL BE PRESSURE TESTED AT 50 PSI FOR ONE (1) HOUR.
  - C) THE CONTRACTOR SHALL NOT ALLOW FOR CAUSE ANY OF HIS WORK TO BE COVERED UNTIL IT HAS BEEN INSPECTED, TESTED, AND APPROVED BY THE OWNER OR THE LANDSCAPE ARCHITECT.
8. ALL PRESSURE MAINLINES SHALL BE BURIED EIGHTEEN (18) INCHES DEEP, AND ALL LATERAL LINES SHALL BE ON GRADE. BROWNLINES, DEPTH OF MAINLINE, WHICH PRESSING UNDER FUTURE SERVICES, SHALL BE BURIED THIRTY (30) INCHES DEEP. INSIDE SCHEDULE 40 SLEEVES TWICE THE DIAMETER OF THE SLEEVED LINE.
9. MAIN LINES: ALL PIPING UNDER CONSTANT PRESSURE BETWEEN WATER METER AND OR SUPPLY SYSTEM AND CONTROL VALVES AS PER LOCAL CODE OR SHALL BE PVC SCHEDULE 40 OR CLASS 205 PVC UNLESS OTHERWISE SHOWN ON THE DRAWINGS, DETAILS, OR LOGS.
10. LATERAL LINES: ALL PIPING UNDER INTERMITTENT PRESSURE, BEHIND SYSTEM OR CONTROL VALVES SHALL BE RIGID PVC (SDR 11) OR SCHEDULE 40 BROWNLINES UNLESS OTHERWISE SHOWN ON THE DRAWINGS, DETAILS, OR LOGS.
11. ALL PLASTIC FITTINGS SHALL BE RIGID POLYVINYL CHLORIDE, STANDARD SCHEDULE 40 TYPE I AND II. ALL JOISTS AND HAPPLERS SHALL BE RIGID SCHEDULE 40 PVC.
12. ALL REMOTE CONTROL VALVES SHALL BE INSTALLED 18" FROM THE TOP OF THE SLOPE A MINIMUM OF 18" ABOVE THE HIGHEST SPRINKLER HEAD ON THE SERVICED SYSTEM. BALL VALVES SHALL BE INSTALLED IN 10" OR 8" INCH BALL VALVE BOXES WITH 1/4" GRAVEL BENEATH THE VALVE. SEE DETAIL.
13. ALL MAINLINE AND LATERAL LINES SHALL BE SLEEVED WITH PVC SCHEDULE 40, A MINIMUM OF 4 TIMES THE DIAMETER OF THE SLEEVED LINE WHEN IT PASSES UNDER PAVED AREAS.
14. ALL IRRIGATION LINES AND APPURTENANCES, WITH THE EXCEPTION OF IRRIGATION LATERALS AND HEADS PROVIDING IRRIGATION OF AREAS WITHIN THE PUBLIC RIGHT-OF-WAY, SHALL BE INSTALLED.
15. CHECK VALVES SHALL BE INSTALLED AS NECESSARY TO PREVENT BACKFLOW OF THE VARIOUS LATERAL SYSTEMS FROM OCCURRING AT THE HEADS OF LOWEST ELEVATION. NO MORE THAN TWELVE (12) FEET OF ELEVATION CHANGE SHALL SEPARATE CHECK VALVES. CHECK VALVES SHALL BE FIVE (5) FEET.
16. AFTER ALL NEW IRRIGATION PIPING AND RISERS ARE IN PLACE AND CONNECTED AND ALL OTHER NECESSARY WORK HAS BEEN COMPLETED, BUT PRIOR TO THE INSTALLATION OF IRRIGATION HEADS, REMOTE CONTROL VALVES SHALL BE OPENED AND A FULL HEAD OF WATER USED TO FLUSH OUT THE SYSTEM.
17. CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO THE WORK OF THIS SECTION ON A DAILY BASIS.
18. THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED BY THE CONTRACTOR TO BE COMPLETE AND SATISFACTORY SERVICES AS TO MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE FINAL ACCEPTANCE OF THE WORK BY THE CITY OF SAN DIEGO.
19. IRRIGATION CONTRACTOR SHALL MAINTAIN THE SYSTEM FOR A PERIOD OF THIRTY (30) DAYS AND
20. ALL OTHER LOCAL, MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS CONCERNING OR RELATIVE TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS, AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE IRRIGATION CONTRACTOR.



(B) TRENCHING  
SCALE: 1" = 2'-0"



(A) POP-UP SPRAY/BUBBLER HEAD  
SCALE: 1" = 2'-0"

## IRRIGATION LEGEND

| SYMBOL | DESCRIPTION            | MANUFACTURER | MODEL NUMBER     | PRESSURE | INCHES | GPM   |
|--------|------------------------|--------------|------------------|----------|--------|-------|
| ○      | POP-UP SPRAY HEAD-LAWN | HAUSER       | 1800-SAM-PSS-150 | 30 PSI   | 15"    | 4,000 |
| ○      | POP-UP SPRAY HEAD-LAWN | HAUSER       | 1800-SAM-PSS-150 | 30 PSI   | 15"    | 2,000 |
| ○      | POP-UP SPRAY HEAD-LAWN | HAUSER       | 1800-SAM-PSS-150 | 30 PSI   | 15"    | 1,000 |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |
| ○      | SOORE GATE VALVE       | HAUSER       | 975015           |          |        |       |

|         |               |
|---------|---------------|
| AT      | WAVE SEQUENCE |
| 18.47.0 | GPM (MINIMUM) |
|         | WAVE SIZE     |

NOTE: ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE CITY OF SAN DIEGO LANDSCAPE ARCHITECTURE MANUAL AND ALL OTHER APPLICABLE CITY AND REGIONAL STANDARDS FOR LANDSCAPE INSTALLATION AND MAINTENANCE.

1. ALL LANDSCAPE INSTALLATION SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LAND DEVELOPMENT MANUAL.

2. HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR LONG TERM MAINTENANCE OF THIS PROJECT.



**Baron Design Associates, Inc.**  
LANDSCAPE ARCHITECTURE PLANNING  
4000 MONTELEONE BLVD. SUITE 100, SAN DIEGO, CA 92106  
PHONE: (619) 594-0000 FAX: (619) 594-0000

PROJECT SUMMARY

IRRIGATION PLAN FOR:

**SEAFORTH LEASEHOLD, QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING DEPARTMENT  
SHEET NO. 18-D

DATE: 11/11/03  
BY: J. L. LEE  
CHECKED: J. L. LEE  
APPROVED: J. L. LEE

PROJECT NO.: 34413-18-D  
SHEET NO.: 18-D

SEA FORTH LEASEHOLD, QUIVIRA BASIN



1. ALL PLANTING MATERIALS AND PROCEDURES SHALL CONFORM TO THE CITY OF SAN DIEGO SPECIFICATIONS AND REQUIREMENTS.
2. PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL.
3. LANDSCAPE CONTRACTOR SHALL REMOVE ALL EXISTING VEGETATION, INCLUDING ALL SLOPE GRASSES, GRASS, TREES, CLIPPINGS, ROCK OVER TWO (2) INCHES IN DIAMETER AND OTHER DEBRIS FROM ALL PLANTING AREAS ON THE SITE AND REDUCE IT TO AN APPROVED DISPOSAL AREA.
4. LANDSCAPE CONTRACTOR SHALL RAZE AND THEN GRADE ALL AREAS TO BE PLANTED PRIOR TO THE COMMENCEMENT OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE FIRM FINISHING OF THE SITE. SITE SHALL BE RECEIPT AT PLUS OR MINUS ONE (1) INCH.
5. ALL NEW PLANTING AREAS AND SLOPES ARE TO BE WATCHED FOR FIFTY (50) DAYS PRIOR TO MOISTURE APPLICATION. MOISTURE VERIFICATION TO BE APPLIED ON BASIS PER MANUFACTURER'S DIRECTIONS. REPEAT APPLICATIONS MAY BE NECESSARY AFTER REQUIRED PERIOD OF TWO (2) MONTHS DEPENDING UPON WEED GROWTH. PLANTING TO COME TWELVE (12) DAYS AFTER LAST RAIN.
6. ALL PLANTING AREAS SHALL RECEIVE THE FOLLOWING AMOUNTS PER 100 SQ. FT. BACKED INTO THE TOP TWO (2) INCHES OF SOIL.

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A TREE PLANTING / STAKING (STREET TREE

STREET TREES SHALL BE SEPARATED BY THE MINIMUM DISTANCE:  
 MINIMUM DISTANCE TO STREET TREE  
 INTERSECTION - 25 FEET  
 TRAFFIC SIGNALS (STOP SIGNS) - 20 FEET  
 STREET LINES - 10 FEET  
 UNDERGROUND UTILITY LINES - 10 FEET  
 ABOVE GROUND UTILITY STRUCTURES - 10 FEET  
 DRIVEWAY (CUTBACK) - 10 FEET

NOTE: ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE CITY OF SAN DIEGO LANDSCAPE TECHNIQUE MANUAL AND ALL OTHER APPLICABLE CITY AND REGIONAL STANDARDS FOR LANDSCAPE INSTALLATION AND MAINTENANCE.

1. ALL LANDSCAPE INSTALLATION SHALL BE MAINTAIN IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
2. HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR LONG TERM MAINTENANCE OF THIS PROJECT.

| NUMBER                 | BOTANICAL NAME         | COMMON NAME                  | SIZE            | REMARKS     |
|------------------------|------------------------|------------------------------|-----------------|-------------|
| <b>TREES</b>           |                        |                              |                 |             |
| AMB 146                | ANACARDIUM UBIQUIT     | STRAWBERRY TREE              | 14'WIDE/17'5"TA | STANDARD    |
| ERY 002                | EPICORONIA CORALLICOLA | HAIRD CORAL TREE             | 45'WIDE/25'5"TA | STANDARD    |
| JAC 101                | JACARANDA MICROCALA    | ACORANDA                     | 38'WIDE/17'5"TA | STANDARD    |
| NET 010                | NETTLEBERRY CHERRY     | NEW ZEALAND CHERRYBERRY TREE | 17'WIDE/17'5"TA | STREET TREE |
| WAS 010                | WICKSTROMIA BOERHA     | MEXICAN FERN PALM            | 10'-14'WIDE     | STANDARD    |
| <b>SHRUBS/CROPPERS</b> |                        |                              |                 |             |

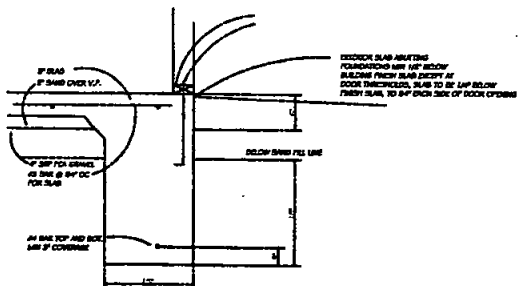
| A | MEDERA HELIX TOWER | TOWER PT | FROM PLATE | 12" OF TRIANGULAR SPACING |
|---|--------------------|----------|------------|---------------------------|
|---|--------------------|----------|------------|---------------------------|



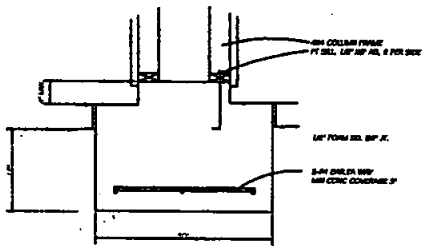
**Karsone Design Associates, Inc.**  
LANDSCAPE ARCHITECTURE PLANNING  
804 MONTELA PLAZA, SUITE 500, DALLAS, TX 75201  
PHONE: (214) 761-0000 FAX: (214) 761-0001

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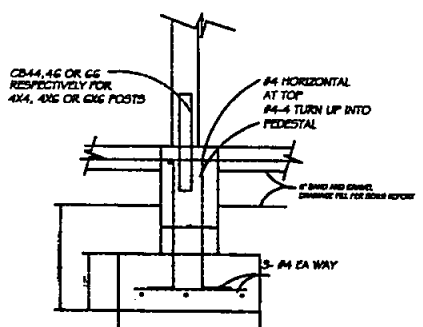
75



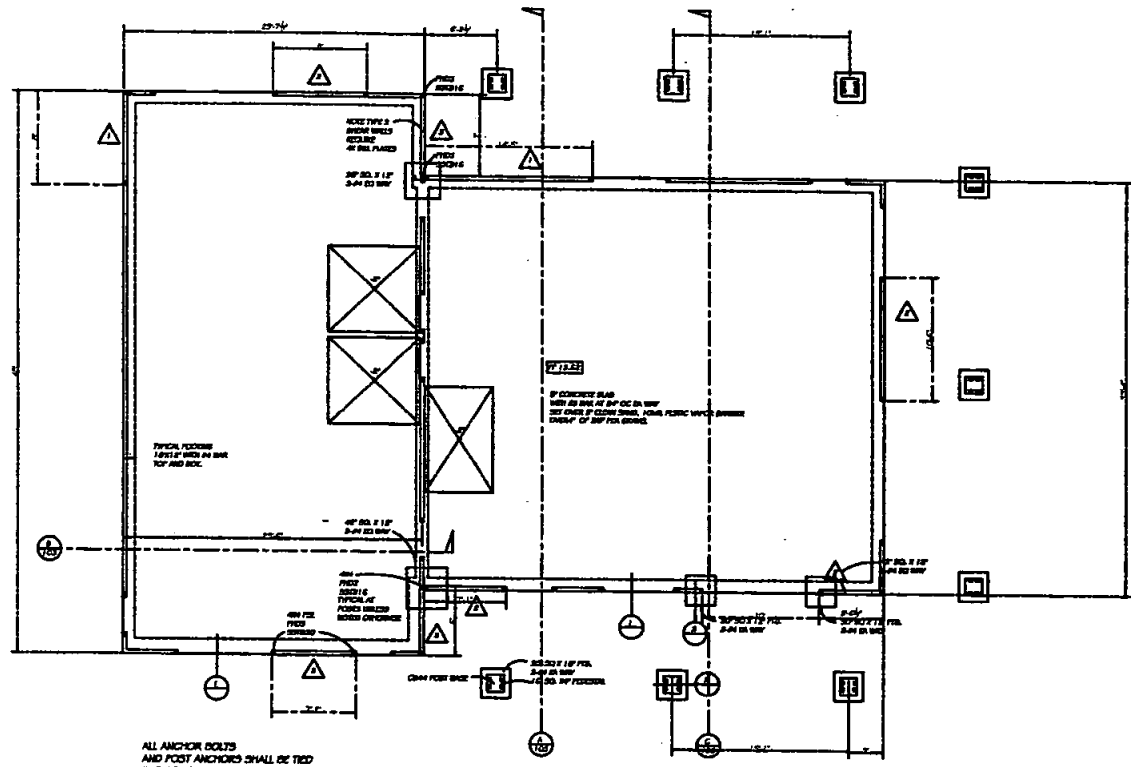
**1 TYP. FOUND. DETAIL**  
1.5" = 12"



**2 PERGOLA FTG**  
1.5" = 12"



**3 POST FOOTG**  
1.5" = 12"  
SEE PLAN FOR DIA. AND BAR VARIATIONS FOR FOOTINGS UNDER BUILDING SLAB



ALL ANCHOR BOLTS AND POST ANCHORS SHALL BE TIED IN PLACE TO FORMS PRIOR TO FOUNDATION INSPECTION. VERIFY FOOTING DEPTHS THIS WALL LINE, DAYLIGHT TO BOTTOM OF FOOTING TO SLOPE FACE 7-0'

**FOUNDATION PLAN**

**Windward Design Inc.**  
William Watts, Architect

CA # 54,311 EXP 2004 5353 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-591-7760 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

RENTAL BUILDING PLAN  
FOUNDATIONS

**A100**  
SCALE 3/4" = 1'

### DOOR SCHEDULE

|    |      |        |    |    |             |
|----|------|--------|----|----|-------------|
| Q  | Q#   | TYPE   | Q# | Q# | DESCRIPTION |
| 1  | 2000 | POWERS | 20 |    | POWERS      |
| 2  | 2001 | POWERS | 20 |    | POWERS      |
| 3  | 2002 | POWERS | 20 |    | POWERS      |
| 4  | 2003 | POWERS | 20 |    | POWERS      |
| 5  | 2004 | POWERS | 20 |    | POWERS      |
| 6  | 2005 | POWERS | 20 |    | POWERS      |
| 7  | 2006 | POWERS | 20 |    | POWERS      |
| 8  | 2007 | POWERS | 20 |    | POWERS      |
| 9  | 2008 | POWERS | 20 |    | POWERS      |
| 10 | 2009 | POWERS | 20 |    | POWERS      |
| 11 | 2010 | POWERS | 20 |    | POWERS      |
| 12 | 2011 | POWERS | 20 |    | POWERS      |
| 13 | 2012 | POWERS | 20 |    | POWERS      |
| 14 | 2013 | POWERS | 20 |    | POWERS      |
| 15 | 2014 | POWERS | 20 |    | POWERS      |
| 16 | 2015 | POWERS | 20 |    | POWERS      |
| 17 | 2016 | POWERS | 20 |    | POWERS      |
| 18 | 2017 | POWERS | 20 |    | POWERS      |
| 19 | 2018 | POWERS | 20 |    | POWERS      |
| 20 | 2019 | POWERS | 20 |    | POWERS      |
| 21 | 2020 | POWERS | 20 |    | POWERS      |
| 22 | 2021 | POWERS | 20 |    | POWERS      |
| 23 | 2022 | POWERS | 20 |    | POWERS      |
| 24 | 2023 | POWERS | 20 |    | POWERS      |
| 25 | 2024 | POWERS | 20 |    | POWERS      |
| 26 | 2025 | POWERS | 20 |    | POWERS      |
| 27 | 2026 | POWERS | 20 |    | POWERS      |
| 28 | 2027 | POWERS | 20 |    | POWERS      |
| 29 | 2028 | POWERS | 20 |    | POWERS      |
| 30 | 2029 | POWERS | 20 |    | POWERS      |
| 31 | 2030 | POWERS | 20 |    | POWERS      |
| 32 | 2031 | POWERS | 20 |    | POWERS      |
| 33 | 2032 | POWERS | 20 |    | POWERS      |
| 34 | 2033 | POWERS | 20 |    | POWERS      |
| 35 | 2034 | POWERS | 20 |    | POWERS      |
| 36 | 2035 | POWERS | 20 |    | POWERS      |
| 37 | 2036 | POWERS | 20 |    | POWERS      |
| 38 | 2037 | POWERS | 20 |    | POWERS      |
| 39 | 2038 | POWERS | 20 |    | POWERS      |
| 40 | 2039 | POWERS | 20 |    | POWERS      |
| 41 | 2040 | POWERS | 20 |    | POWERS      |
| 42 | 2041 | POWERS | 20 |    | POWERS      |
| 43 | 2042 | POWERS | 20 |    | POWERS      |
| 44 | 2043 | POWERS | 20 |    | POWERS      |
| 45 | 2044 | POWERS | 20 |    | POWERS      |
| 46 | 2045 | POWERS | 20 |    | POWERS      |
| 47 | 2046 | POWERS | 20 |    | POWERS      |
| 48 | 2047 | POWERS | 20 |    | POWERS      |
| 49 | 2048 | POWERS | 20 |    | POWERS      |
| 50 | 2049 | POWERS | 20 |    | POWERS      |
| 51 | 2050 | POWERS | 20 |    | POWERS      |
| 52 | 2051 | POWERS | 20 |    | POWERS      |
| 53 | 2052 | POWERS | 20 |    | POWERS      |
| 54 | 2053 | POWERS | 20 |    | POWERS      |
| 55 | 2054 | POWERS | 20 |    | POWERS      |
| 56 | 2055 | POWERS | 20 |    | POWERS      |
| 57 | 2056 | POWERS | 20 |    | POWERS      |
| 58 | 2057 | POWERS | 20 |    | POWERS      |
| 59 | 2058 | POWERS | 20 |    | POWERS      |
| 60 | 2059 | POWERS | 20 |    | POWERS      |
| 61 | 2060 | POWERS | 20 |    | POWERS      |
| 62 | 2061 | POWERS | 20 |    | POWERS      |
| 63 | 2062 | POWERS | 20 |    | POWERS      |
| 64 | 2063 | POWERS | 20 |    | POWERS      |
| 65 | 2064 | POWERS | 20 |    | POWERS      |
| 66 | 2065 | POWERS | 20 |    | POWERS      |
| 67 | 2066 | POWERS | 20 |    | POWERS      |
| 68 | 2067 | POWERS | 20 |    | POWERS      |
| 69 | 2068 | POWERS | 20 |    | POWERS      |
| 70 | 2069 | POWERS | 20 |    | POWERS      |
| 71 | 2070 | POWERS | 20 |    | POWERS      |
| 72 | 2071 | POWERS | 20 |    | POWERS      |
|    |      |        |    |    |             |

ALL STOREFRONT DOOR GLAZING SAME AS WINDOW SCHEDULE

### WINDOW SCHEDULE

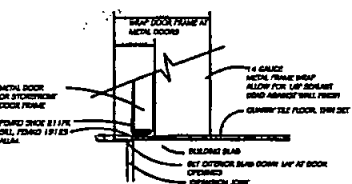
| ST  | DATE       | TIME  | TYPE    | LOCATION         | STATUS | REMARKS |
|-----|------------|-------|---------|------------------|--------|---------|
| 1   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 2   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 3   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 4   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 5   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 6   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 7   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 8   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 9   | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 10  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
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| 65  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 66  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 67  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 68  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 69  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 70  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 71  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 72  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 73  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 74  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 75  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 76  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 77  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 78  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 79  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 80  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 81  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 82  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 83  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 84  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 85  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 86  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 87  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 88  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 89  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 90  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 91  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 92  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 93  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 94  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 95  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 96  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 97  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 98  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 99  | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |
| 100 | 10/10/2010 | 10:00 | ARRIVAL | ALL BIRCHES 3077 |        |         |

## WIND PRESSURE

EXPOSURE 'C' 70MPH

$$P = C_1 C_2 C_3 = 1.19 \times 1.2 \times 2.6 = 17.9 \text{ SAY } 20\%$$

## FINISHES

[illegible]

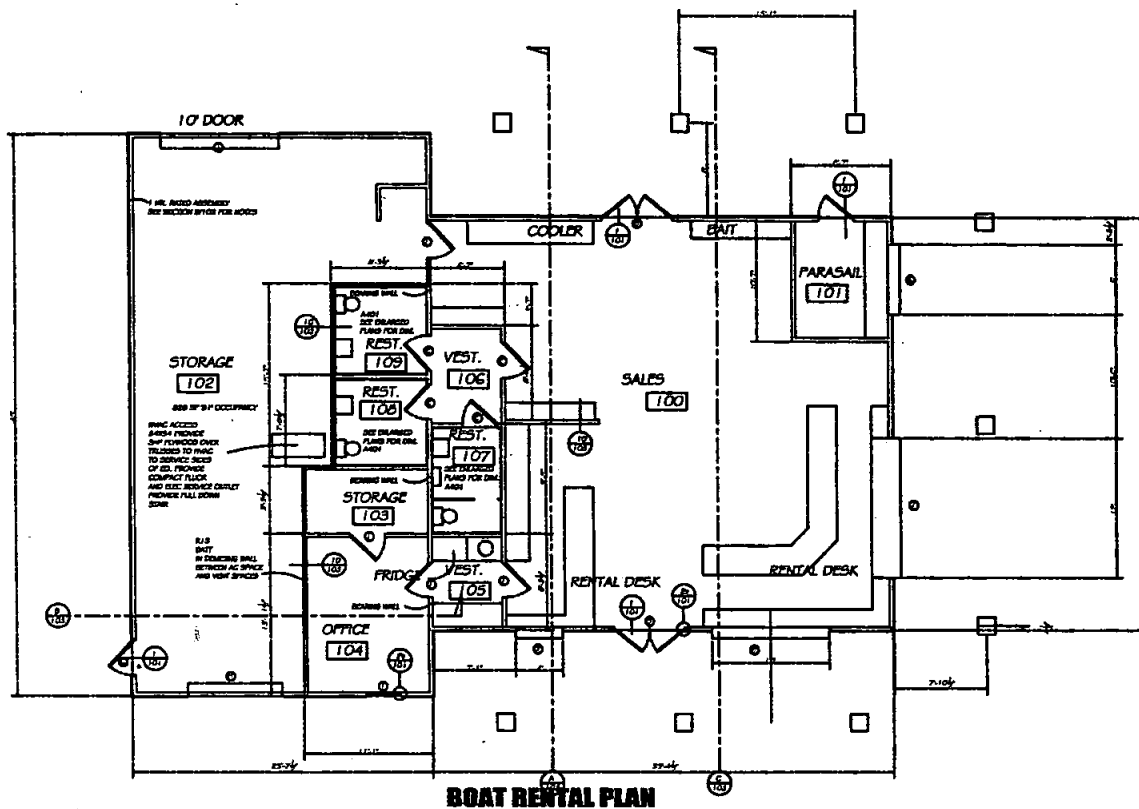
### EXT DOOR THRESHOLD



## 2a DOOR JAMB:

## 2a WINDOW JANE

## STOREFRONT DETAILS

**Windward Design Inc.**

**William Watts Architects**

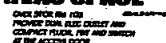
CA # 24,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 858-571-7767 E-MAIL [WINDWARDDESIGNSPRODIGY.NET](mailto:WINDWARDDESIGNSPRODIGY.NET)

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

RENTAL BUILDING PLAN  
14' OCCUPANCY 212 SF (100.101.103-105)  
32' OCCUPANCY 228 SF (102)

**A101**

SCALE 1/4"=1'



| UNITED STATES - DEPARTMENT OF COMMERCE |     |
|----------------------------------------|-----|
| 1. Name of the vessel                  | ... |
| 2. Date of departure                   | ... |
| 3. Name of the master                  | ... |
| 4. Name of the owner                   | ... |
| 5. Name of the charterer               | ... |
| 6. Name of the agent                   | ... |
| 7. Name of the consignee               | ... |
| 8. Name of the cargo owner             | ... |
| 9. Name of the cargo receiver          | ... |
| 10. Name of the cargo insurer          | ... |
| 11. Name of the cargo broker           | ... |
| 12. Name of the cargo handler          | ... |
| 13. Name of the cargo stowage          | ... |
| 14. Name of the cargo tally            | ... |
| 15. Name of the cargo receipt          | ... |
| 16. Name of the cargo invoice          | ... |
| 17. Name of the cargo bill of lading   | ... |
| 18. Name of the cargo manifest         | ... |
| 19. Name of the cargo declaration      | ... |
| 20. Name of the cargo certificate      | ... |
| 21. Name of the cargo receipt          | ... |
| 22. Name of the cargo invoice          | ... |
| 23. Name of the cargo bill of lading   | ... |
| 24. Name of the cargo manifest         | ... |
| 25. Name of the cargo declaration      | ... |
| 26. Name of the cargo certificate      | ... |
| 27. Name of the cargo receipt          | ... |
| 28. Name of the cargo invoice          | ... |
| 29. Name of the cargo bill of lading   | ... |
| 30. Name of the cargo manifest         | ... |
| 31. Name of the cargo declaration      | ... |
| 32. Name of the cargo certificate      | ... |
| 33. Name of the cargo receipt          | ... |
| 34. Name of the cargo invoice          | ... |
| 35. Name of the cargo bill of lading   | ... |
| 36. Name of the cargo manifest         | ... |
| 37. Name of the cargo declaration      | ... |
| 38. Name of the cargo certificate      | ... |
| 39. Name of the cargo receipt          | ... |
| 40. Name of the cargo invoice          | ... |
| 41. Name of the cargo bill of lading   | ... |
| 42. Name of the cargo manifest         | ... |
| 43. Name of the cargo declaration      | ... |
| 44. Name of the cargo certificate      | ... |
| 45. Name of the cargo receipt          | ... |
| 46. Name of the cargo invoice          | ... |
| 47. Name of the cargo bill of lading   | ... |
| 48. Name of the cargo manifest         | ... |
| 49. Name of the cargo declaration      | ... |
| 50. Name of the cargo certificate      | ... |
| 51. Name of the cargo receipt          | ... |
| 52. Name of the cargo invoice          | ... |
| 53. Name of the cargo bill of lading   | ... |
| 54. Name of the cargo manifest         | ... |
| 55. Name of the cargo declaration      | ... |
| 56. Name of the cargo certificate      | ... |
| 57. Name of the cargo receipt          | ... |
| 58. Name of the cargo invoice          | ... |
| 59. Name of the cargo bill of lading   | ... |
| 60. Name of the cargo manifest         | ... |
| 61. Name of the cargo declaration      | ... |
| 62. Name of the cargo certificate      | ... |
| 63. Name of the cargo receipt          | ... |
| 64. Name of the cargo invoice          | ... |
| 65. Name of the cargo bill of lading   | ... |
| 66. Name of the cargo manifest         | ... |
| 67. Name of the cargo declaration      | ... |
| 68. Name of the cargo certificate      | ... |
| 69. Name of the cargo receipt          | ... |
| 70. Name of the cargo invoice          | ... |
| 71. Name of the cargo bill of lading   | ... |
| 72. Name of the cargo manifest         | ... |
| 73. Name of the cargo declaration      | ... |
| 74. Name of the cargo certificate      | ... |
| 75. Name of the cargo receipt          | ... |
| 76. Name of the cargo invoice          | ... |
| 77. Name of the cargo bill of lading   | ... |
| 78. Name of the cargo manifest         | ... |
| 79. Name of the cargo declaration      | ... |
| 80. Name of the cargo certificate      | ... |
| 81. Name of the cargo receipt          | ... |
| 82. Name of the cargo invoice          | ... |
| 83. Name of the cargo bill of lading   | ... |
| 84. Name of the cargo manifest         | ... |
| 85. Name of the cargo declaration      | ... |
| 86. Name of the cargo certificate      | ... |
| 87. Name of the cargo receipt          | ... |
| 88. Name of the cargo invoice          | ... |
| 89. Name of the cargo bill of lading   | ... |
| 90. Name of the cargo manifest         | ... |
| 91. Name of the cargo declaration      | ... |
| 92. Name of the cargo certificate      | ... |
| 93. Name of the cargo receipt          | ... |
| 94. Name of the cargo invoice          | ... |
| 95. Name of the cargo bill of lading   | ... |
| 96. Name of the cargo manifest         | ... |
| 97. Name of the cargo declaration      | ... |
| 98. Name of the cargo certificate      | ... |
| 99. Name of the cargo receipt          | ... |
| 100. Name of the cargo invoice         | ... |



CA # 14-111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 858-576-7767 E-MAIL WINDWARDDESIGNSPRODCTY.NET

SCALE 1/4"=1'-0"

**BRILLIANT WHITE, ARCHITECT OF RECORD**

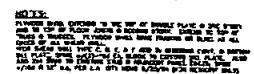
**B**



10



©



④



**D**



②



8



①

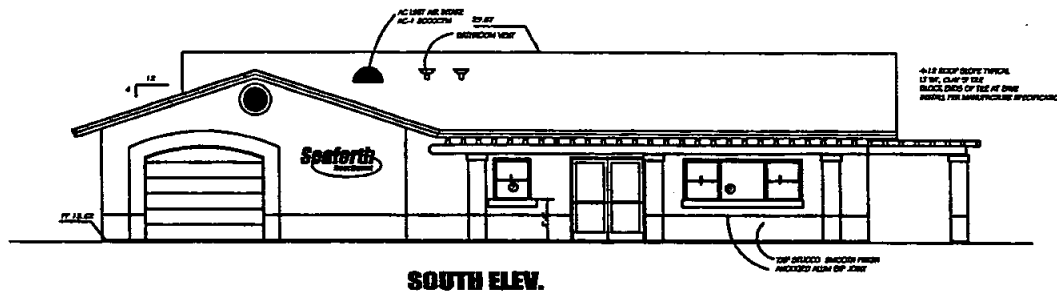


8

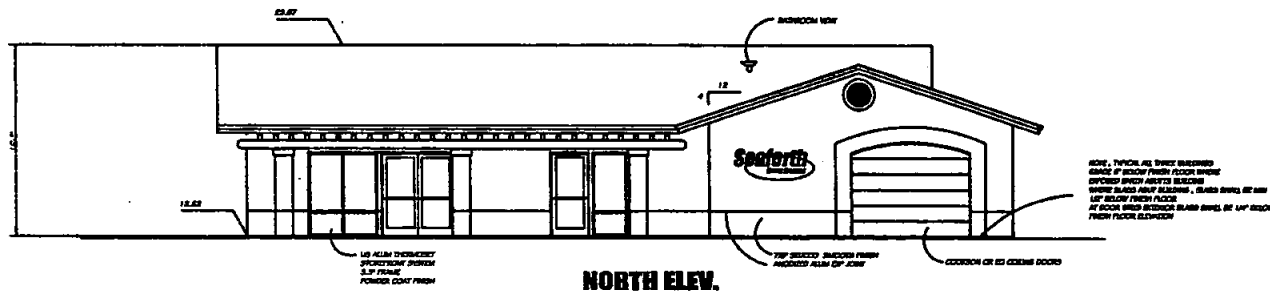
CA # 14,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-571-7767 E-MAIL [WINDWARDDESIGNSPRODUCY.NET](mailto:WINDWARDDESIGNSPRODUCY.NET)

**A103**

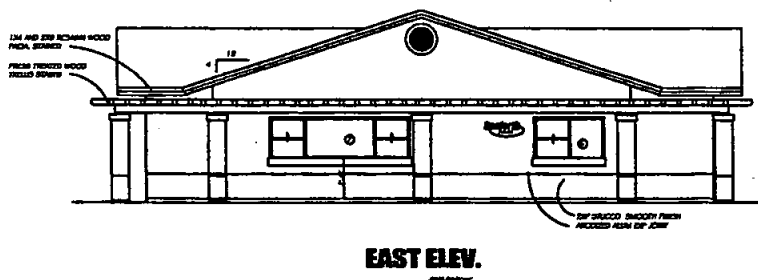
SCALE 1/4"=



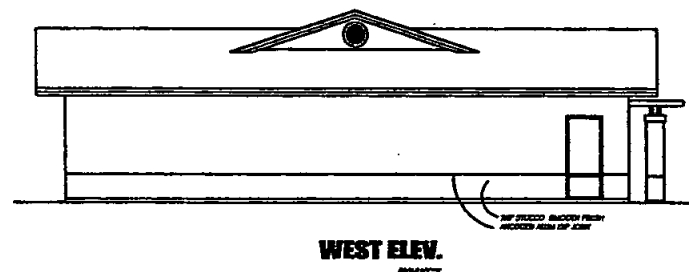
**SOUTH ELEV.**



**NORTH ELEV.**



**EAST ELEV.**



**WEST ELEV.**

**Windward Design Inc.**  
William Watts, Architect

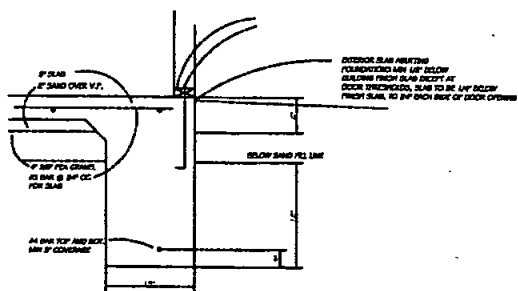
CA # 14,111 EXP 2004 6352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-571-7767 E-MAIL WINDWARDDESIGNS@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

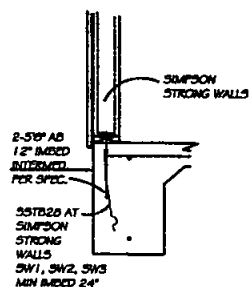
RENTAL BUILDING  
ELEVATIONS

**A104**

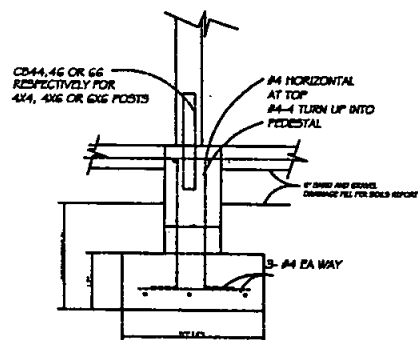
SCALE 3/4"=1'



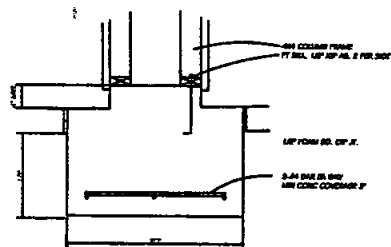
**1 TYP. FOUND. DETAIL**



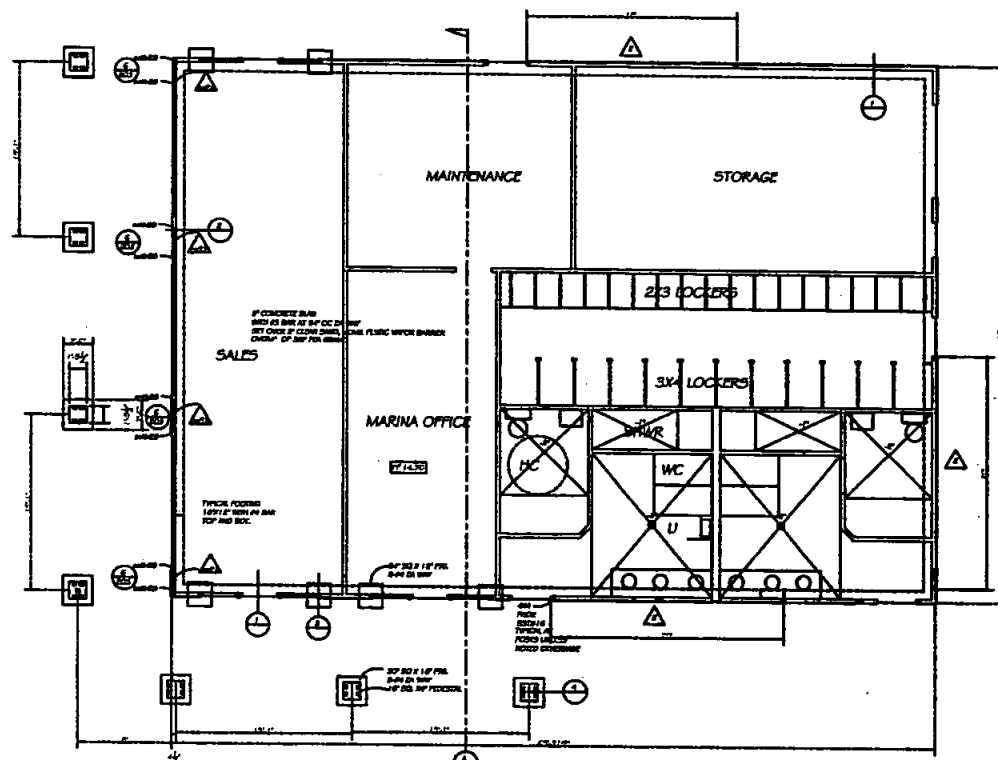
**2 STRONGWAL HOLDOWN**



**3 POST FOOT**  $1.5" = 12"$   
SEE PLAN FOR DIM. AND BAR VARIATIONS  
FOR FOOTINGS UNDER BUILDING SLAB



**4** **PERGOLA FTG** 1.5" = 12"



## FOUNDATION PLAN

ALL ANCHOR BOLTS  
AND POST ANCHORS SHALL BE SET  
IN PLACE TO FORMS PRIOR  
TO FOUNDATION INSPECTION  
VERIFY FOOTING DEPTHS  
THIS WALL LINE, DAYLIGHT TO  
BOTTOM OF FOOTING TO SLOPE  
FACE 7'-0"

**Windward Design Inc.**  
William Watts, Architect

CA # 14,111 EXP 2004 5852 MT. BURNHAM DR. SAN DIEGO, CA 92111 TEL/FAX 858-571-7767 E-MAIL WINDWARDDESIGNSPRODIGY.NET

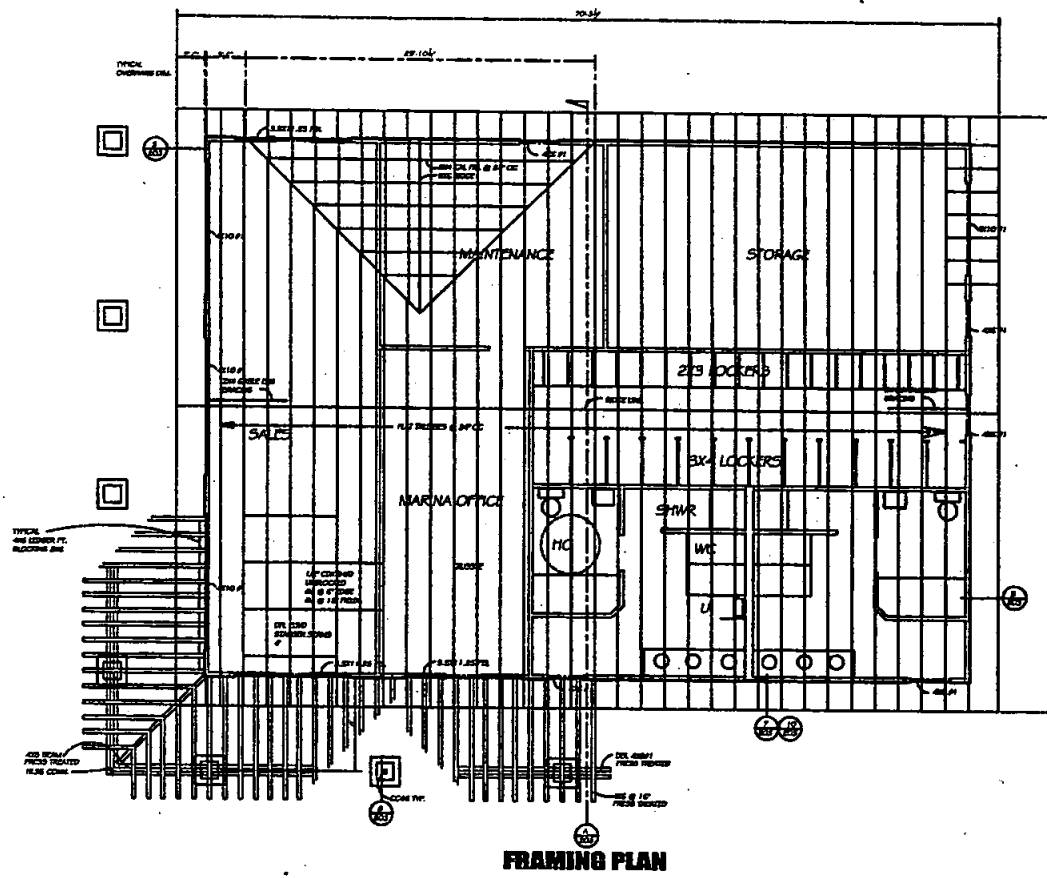
SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

MARINA BUILDING PLANS  
FOUNDATIONS

## A200

SCALE 1/4"=1'

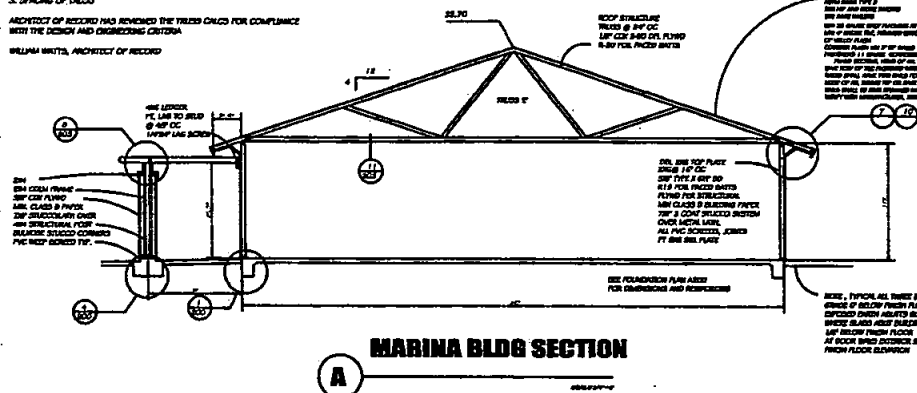


[illegible][illegible]

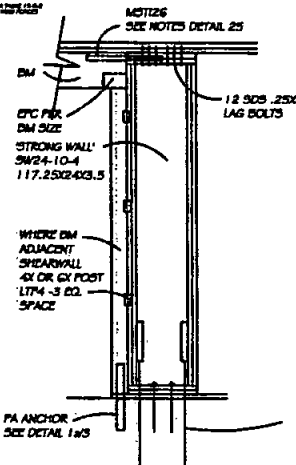
1. MANUFACTURER NAME  
2. DESIGN LOAD  
3. SPACING OF DECK

ARCHITECT OF RECORD HAS REVIEWED THE TRUSS CALC FOR COMPLIANCE  
WITH THE DESIGN AND ENGINEERING CRITERIA

WILLIAM WHITE, ARCHITECT OF RECORD

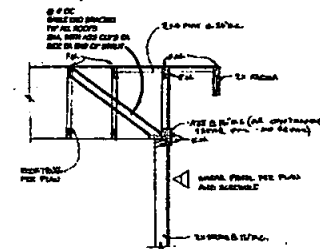


## MARINA BLDG SECTION

[illegible]

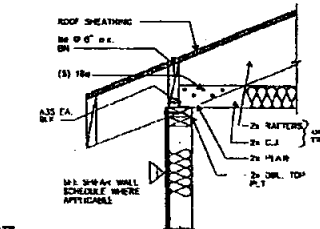
**STRONGWAL ELEV.**

SCALE 3/4" = 1'



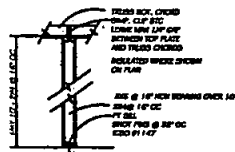
## CABLE END TRANSFER

NO MORE



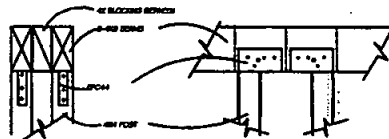
### EAVE STRUCTURAL DETAIL

12.82

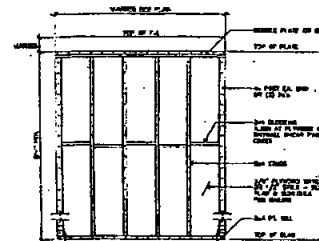


## INTERIOR PARTITIONS

2000

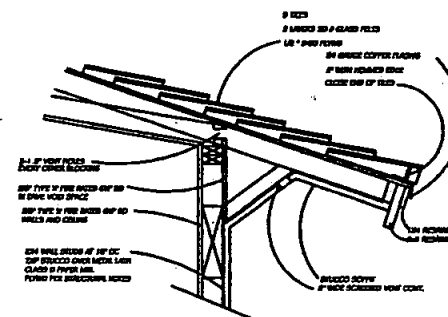
**PERGOLA COLM/BM**

1 號 - 呂順



## BASIC SHEAR PANEL NOTES

400



## EAVE DETAIL

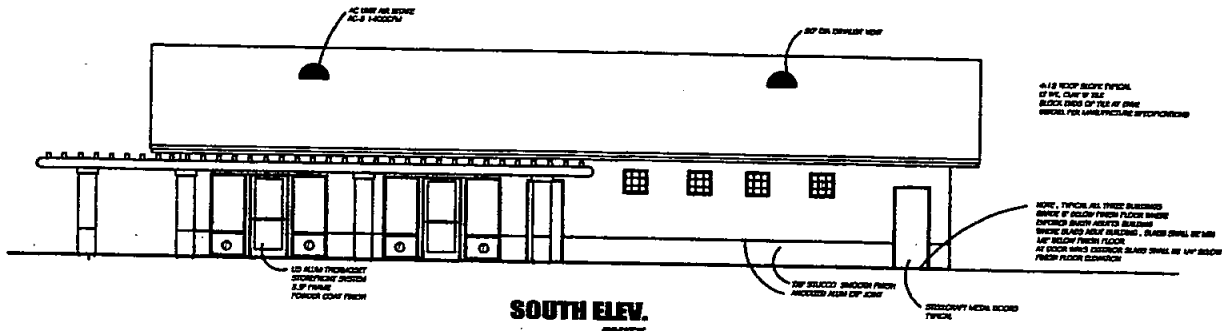
**Windward Design Inc.**  
William Watts, Architect

CA # 24,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-571-7767 E-MAIL WINDWARDDESIGNSPRODIGY.NET

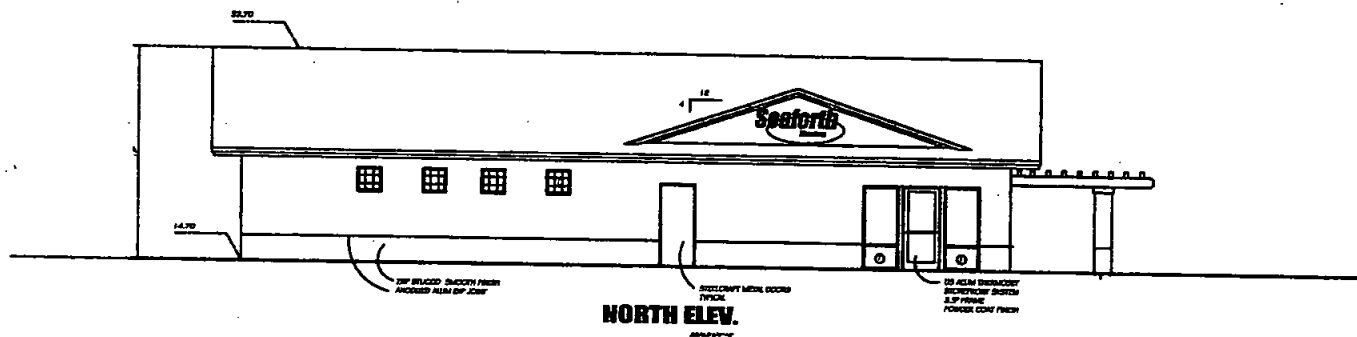
SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

MARINA BUILDING PLANS  
SECTIONS**A203**

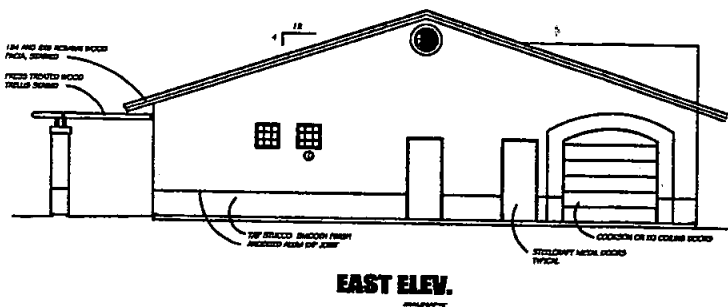
SCALE 1/4"=1'



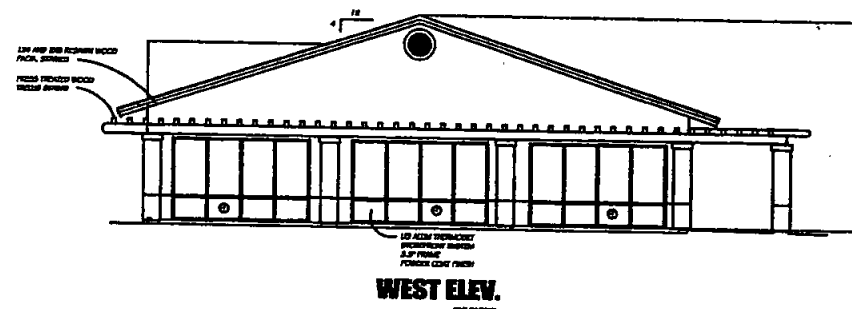
**SOUTH ELEV.**



**NORTH ELEV.**



**EAST ELEV.**



**WEST ELEV.**

**Windward Design Inc.**  
 William Watts, Architect

CA # 1-1,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-576-7767 E-MAIL WINDWARDDESIGNSPRODIGY.NET

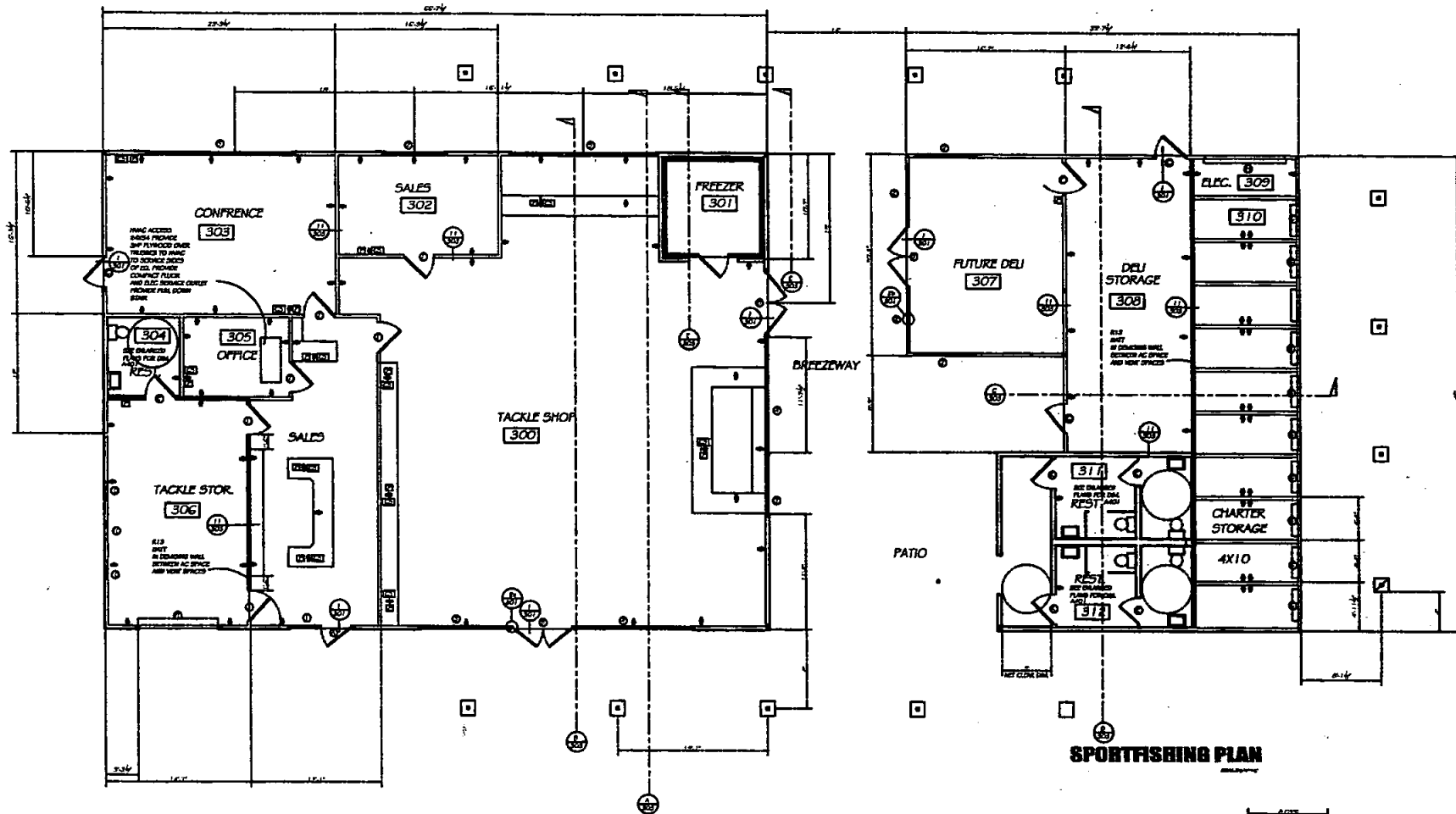
SEAFORTH LEASE  
 MISSION BAY LEASHHOLD  
 SAN DIEGO, CALIFORNIA

MARINA BUILDING PLANS  
 ELEVATIONS

**A204**

SCALE 1/4"=1'





DOORS AND WINDOWS SHALL MEET THE MINIMUM INFILTRATION REQ. PER SECTION 116 EES  
DOOR SCHEDULE

| NO. | TYPE | FINISHES | COMMENTS                                  |
|-----|------|----------|-------------------------------------------|
| 1   | DOOR | DOOR     | DOOR TO TACKLE SHOP (300) - 2'x4' - 1/2"  |
| 2   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 3   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 4   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 5   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 6   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 7   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 8   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 9   | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 10  | DOOR | DOOR     | DOOR TO TACKLE STOR. (306) - 2'x4' - 1/2" |

WINDOW SCHEDULE

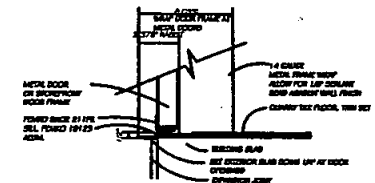
| NO. | TYPE   | FINISHES | COMMENTS                                    |
|-----|--------|----------|---------------------------------------------|
| 1   | WINDOW | WINDOW   | WINDOW TO TACKLE SHOP (300) - 2'x4' - 1/2"  |
| 2   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 3   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 4   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 5   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 6   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 7   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 8   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 9   | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 10  | WINDOW | WINDOW   | WINDOW TO TACKLE STOR. (306) - 2'x4' - 1/2" |

FINISHES

| NO. | TYPE   | FINISHES | COMMENTS                                    |
|-----|--------|----------|---------------------------------------------|
| 1   | FINISH | FINISH   | FINISH TO TACKLE SHOP (300) - 2'x4' - 1/2"  |
| 2   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 3   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 4   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 5   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 6   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 7   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 8   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 9   | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |
| 10  | FINISH | FINISH   | FINISH TO TACKLE STOR. (306) - 2'x4' - 1/2" |

ALL STOREFRONT DOOR GLAZING SAME AS WINDOW SCHEDULE

WIND PRESSURE  
EXPOSURE 'C' 70MPH  
 $P = C_e C_d C_{qz} = 1.19 \times 1.2 \times 12.6 \times 1 = 17.9 \text{ SAY } 20\%$



1 EXT DOOR THRESHOLD

**Windward Design Inc.**  
William Watts, Architect

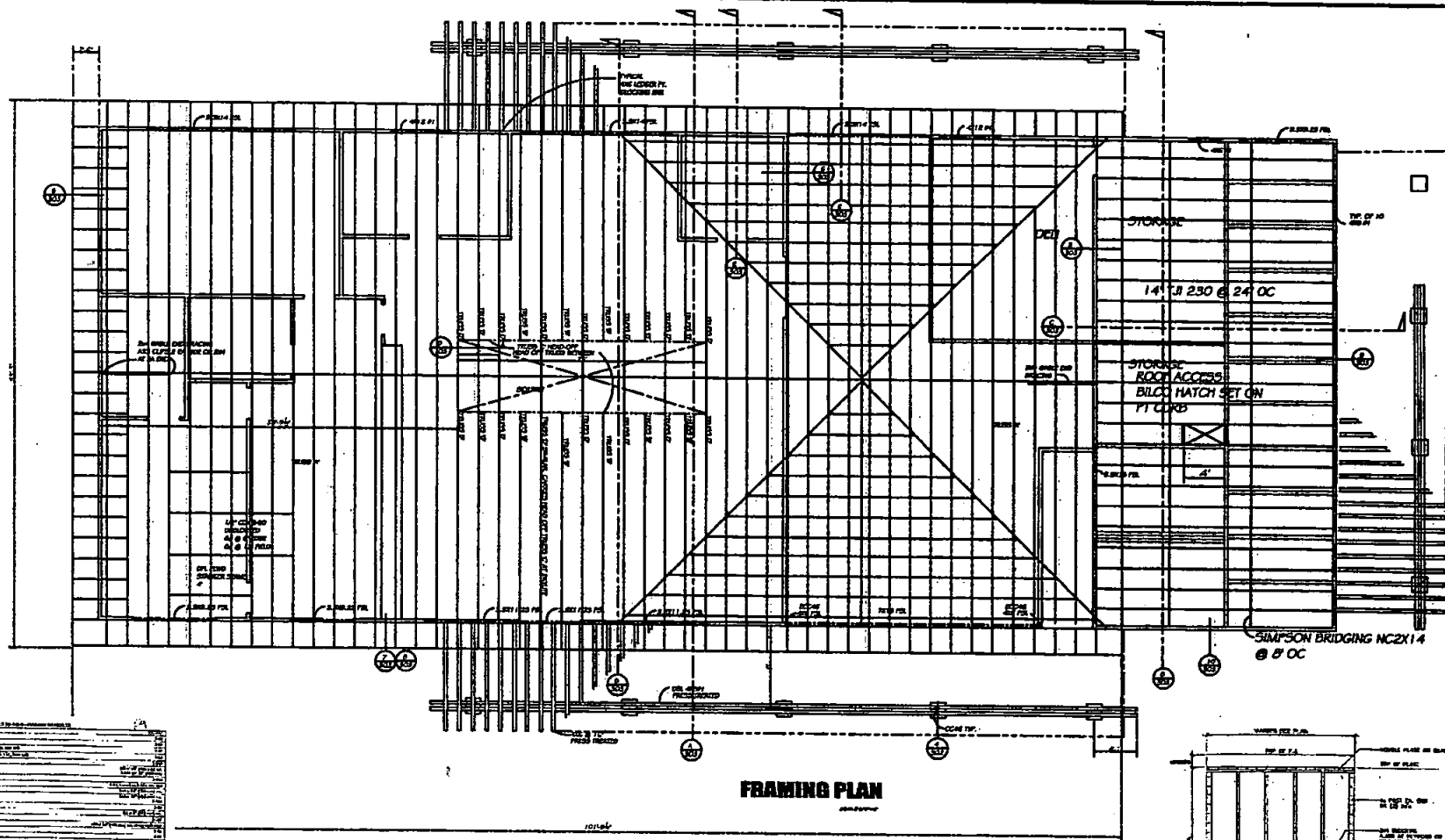
CA # 34,333 EDP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 619-574-7763 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

SPORTFISHING BUILDING PLANS  
1<sup>ST</sup> OCCUPANCY 5,847 SF (300-304, 305, 311-312)  
2<sup>ND</sup> OCCUPANCY 7,023 SF (307-308)  
3<sup>RD</sup> OCCUPANCY 481 SF (310)

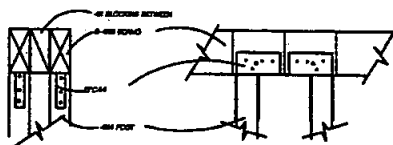
A301

SCALE 3/4" = 1'



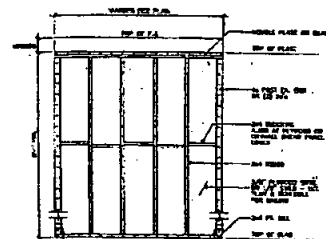
**FRAMING PLAN**

| NO. | DESCRIPTION   | QTY | UNIT | PRICE | TOTAL  |
|-----|---------------|-----|------|-------|--------|
| 1   | 2x12 JOIST    | 100 | LF   | 1.50  | 150.00 |
| 2   | 2x12 BEAM     | 50  | LF   | 2.00  | 100.00 |
| 3   | 2x12 COLUMN   | 10  | EA   | 10.00 | 100.00 |
| 4   | 2x12 BRACE    | 20  | LF   | 1.50  | 30.00  |
| 5   | 2x12 STUD     | 200 | LF   | 1.00  | 200.00 |
| 6   | 2x12 GIRDER   | 10  | LF   | 2.50  | 25.00  |
| 7   | 2x12 TRUSS    | 10  | EA   | 15.00 | 150.00 |
| 8   | 2x12 RAFTER   | 20  | LF   | 1.50  | 30.00  |
| 9   | 2x12 PURLIN   | 10  | LF   | 2.00  | 20.00  |
| 10  | 2x12 SILL     | 10  | LF   | 2.00  | 20.00  |
| 11  | 2x12 HEAD     | 10  | LF   | 2.00  | 20.00  |
| 12  | 2x12 JAMB     | 10  | LF   | 2.00  | 20.00  |
| 13  | 2x12 CASE     | 10  | LF   | 2.00  | 20.00  |
| 14  | 2x12 PARTING  | 10  | LF   | 2.00  | 20.00  |
| 15  | 2x12 STILE    | 10  | LF   | 2.00  | 20.00  |
| 16  | 2x12 RAIL     | 10  | LF   | 2.00  | 20.00  |
| 17  | 2x12 BALUSTER | 10  | EA   | 10.00 | 100.00 |
| 18  | 2x12 HANDRAIL | 10  | LF   | 2.00  | 20.00  |
| 19  | 2x12 NEWEL    | 10  | EA   | 10.00 | 100.00 |
| 20  | 2x12 FINISH   | 10  | EA   | 10.00 | 100.00 |



**PERGOLA COLM/DM**

| SHEAR SCHEDULE |        |
|----------------|--------|
| MEMBER         | DESIGN |
| 2x12 JOIST     | 100    |
| 2x12 BEAM      | 50     |
| 2x12 COLUMN    | 10     |
| 2x12 BRACE     | 20     |
| 2x12 STUD      | 200    |
| 2x12 GIRDER    | 10     |
| 2x12 TRUSS     | 10     |
| 2x12 RAFTER    | 20     |
| 2x12 PURLIN    | 10     |
| 2x12 SILL      | 10     |
| 2x12 HEAD      | 10     |
| 2x12 JAMB      | 10     |
| 2x12 CASE      | 10     |
| 2x12 PARTING   | 10     |
| 2x12 STILE     | 10     |
| 2x12 RAIL      | 10     |
| 2x12 BALUSTER  | 10     |
| 2x12 HANDRAIL  | 10     |
| 2x12 NEWEL     | 10     |
| 2x12 FINISH    | 10     |



**BASIC SHEAR PANEL NOTES**

**Windward Design Inc.**  
William Watts, Architect

CA # 24,111 EXP 2004 6552 MT. BURNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 619-591-7766 E-MAIL WINDWARDDESIGN@PROXIMITY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

SPORTFISHING BLDG PLANS  
FRAMING

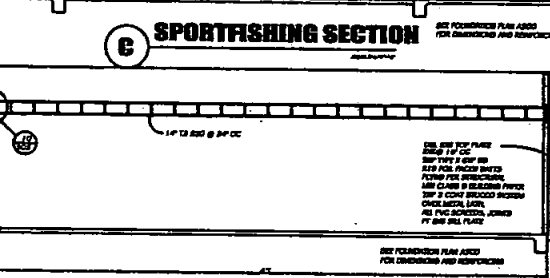
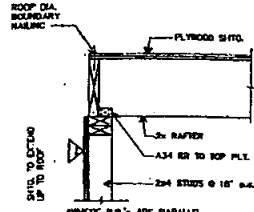
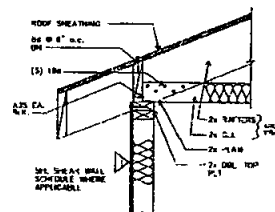
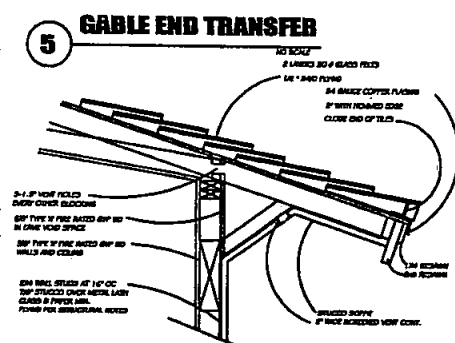
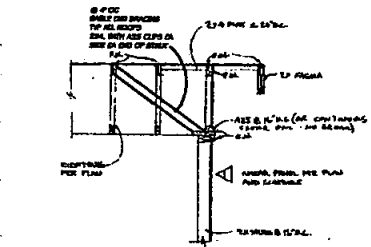
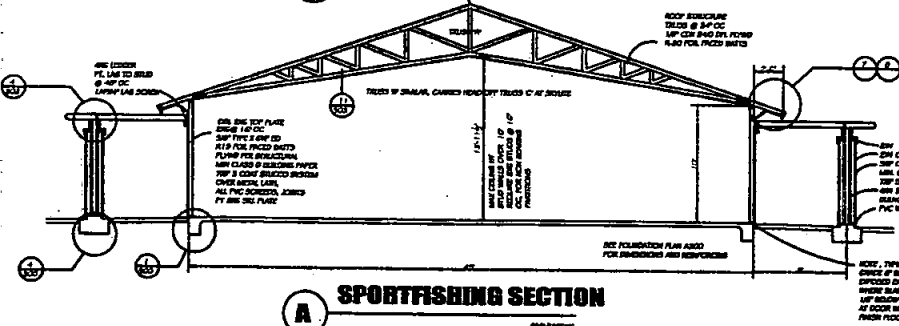
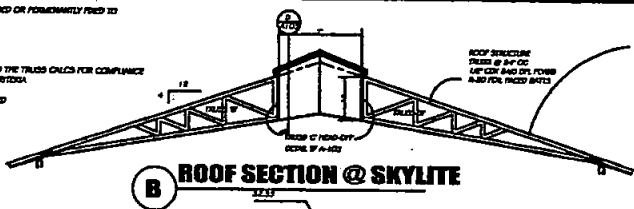
**A302**

SCALE 3/4"=1'-0"

EACH TRUSS SHALL BE LOGICALLY DIMENSIONED OR PERMANENTLY MARKED TO SHOW THE FOLLOWING INFORMATION:  
1. IDENTIFICATION MARK  
2. SECTION MARK  
3. SPACING OF TRUSSES

ARCHITECT OF RECORD HAS REVIEWED THE TRUSS CHAINS FOR COMPLIANCE WITH THE DESIGN AND ENGINEERING CRITERIA

WILLIAM WATTS, ARCHITECT OF RECORD



**Windward Design Inc.**  
William Watts, Architect

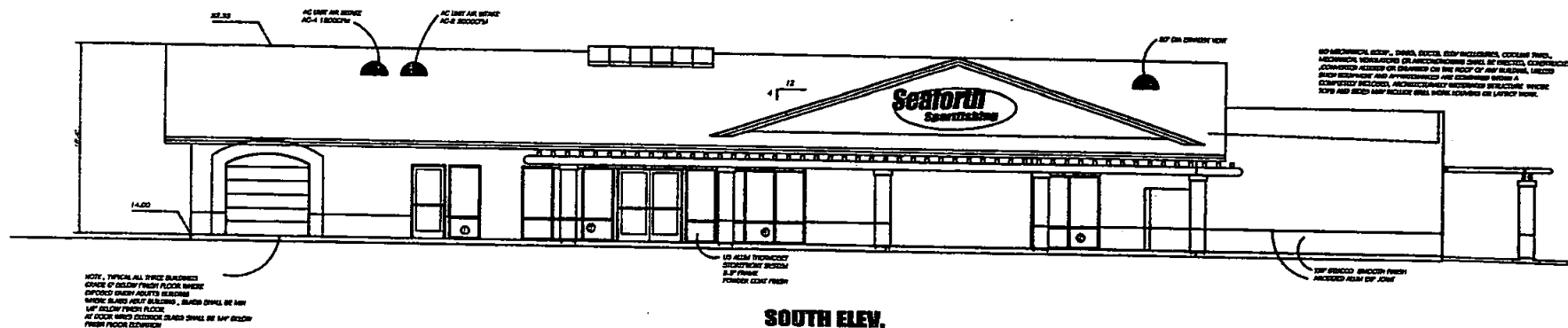
CA # 24,333 EXP 2004 3052 MT. BURNHAM DR., SAN DIEGO, CA 92108 TEL/FAX 619-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAPORTH LEASE  
MISSION BAY LEASHHOLD  
SAN DIEGO, CALIFORNIA

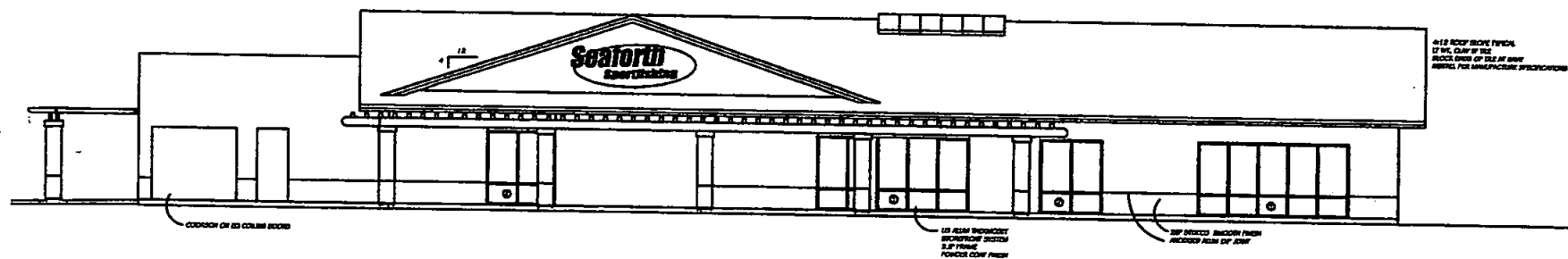
SPORTFISHING BLDG PLANS  
SECTIONS

**A303**

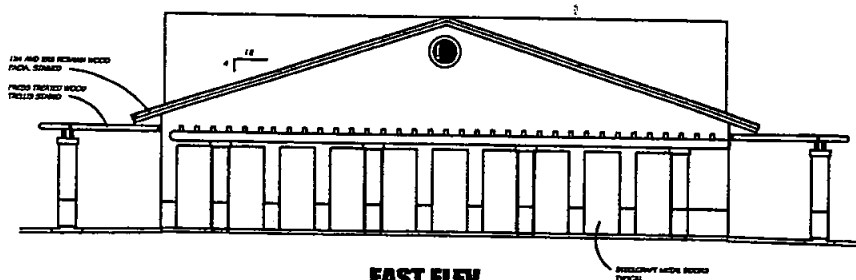
SCALE 1/4"=1'



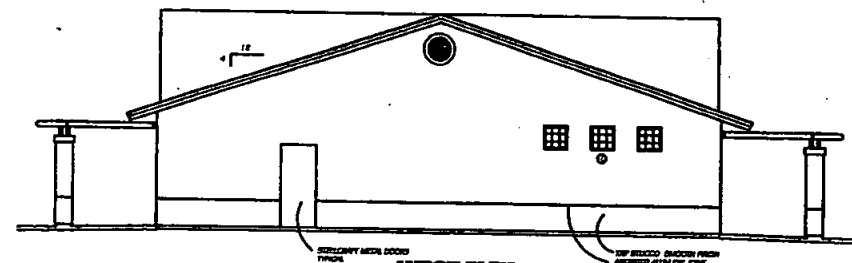
**SOUTH ELEV.**



**NORTH ELEV.**



**EAST ELEV.**



**WEST ELEV.**

**Windward Design Inc.**  
William Watts, Architect

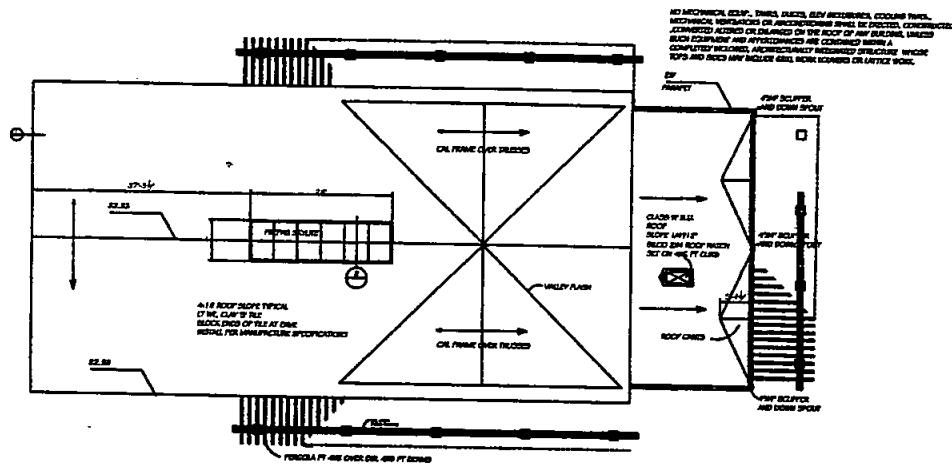
CA # 24,333 EXP 2004 2852 MT. BLUNTHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

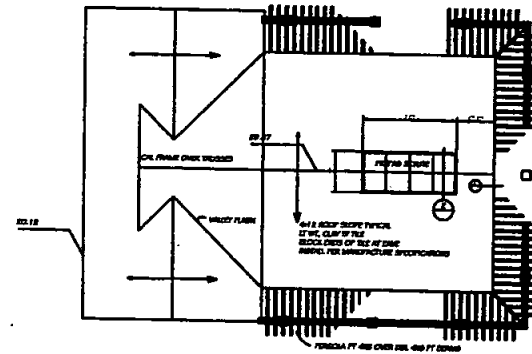
SPORTFISHING BLDG PLANS  
ELEVATIONS

**A304**

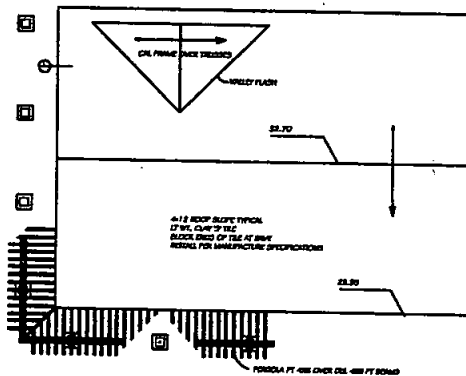
SCALE 1/4"=1'



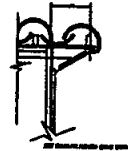
**SPORTFISHING PLAN**



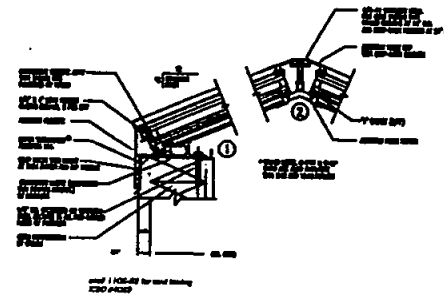
**BOAT RENTAL PLAN**



**MARINA PLAN**



**1 RAKE DETAIL**



**2 SKYLITE DETAIL**

**Windward Design Inc.**  
William Watts, Architect

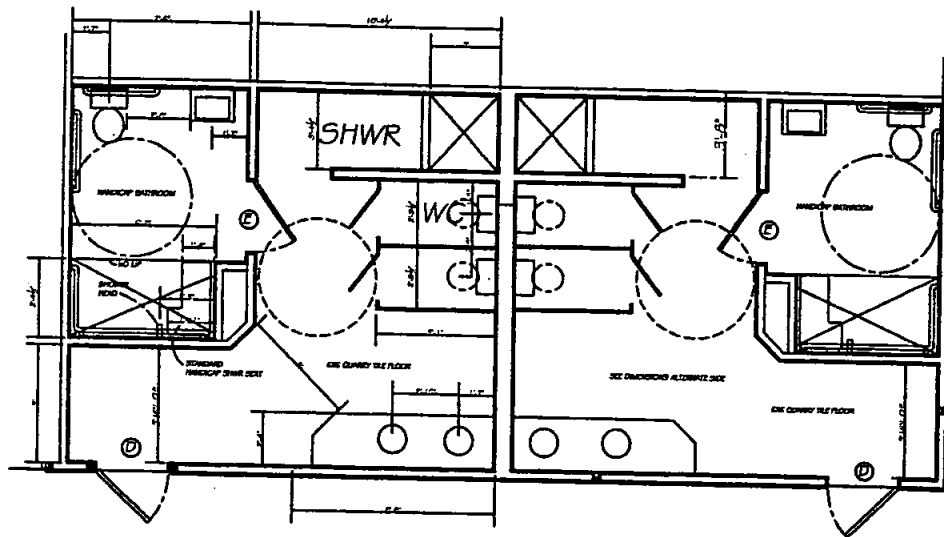
CA # 24,222 EXP 2004 3502 MT. BURNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 619-576-7797 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

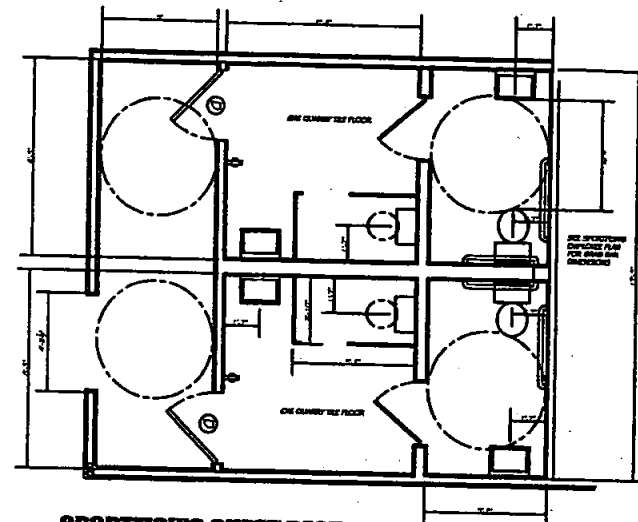
ALL BUILDINGS ROOF PLAN

**A400**

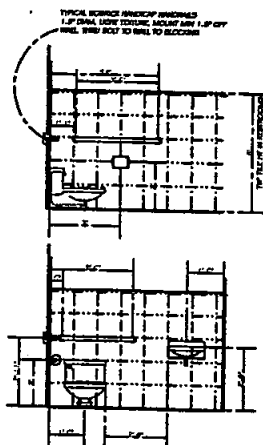
SCALE 1/8"=1'



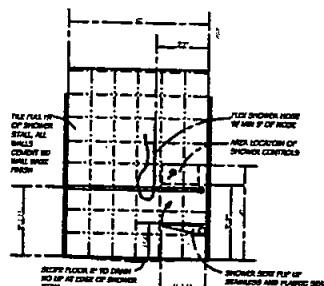
**MARINA RESTROOMS PLAN**  
SCALE 1/2"=1'



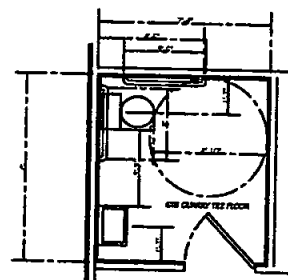
**SPORTFISHER'S GUEST REST.**  
SCALE 1/2"=1'



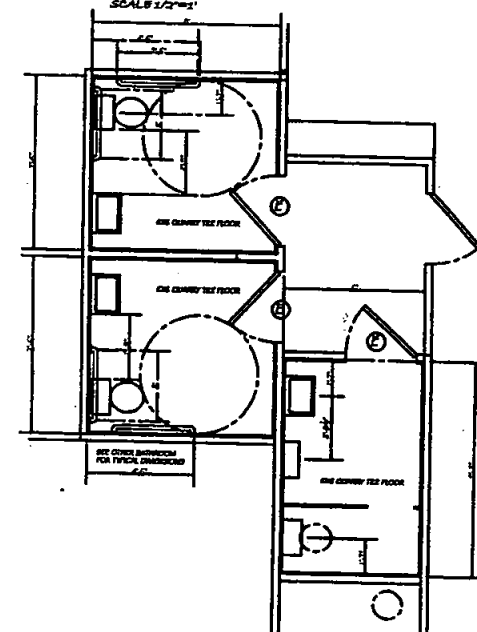
**TYP. HANDICAP BATHROOM DIML.**  
SCALE 1/2"=1'



**TYP. HANDICAP SHOWER**  
SCALE 1/2"=1'



**SPORTFISHER'S EMPLOYEE REST.**  
SCALE 1/2"=1'



**BOAT RENTAL REST. PLANS**  
SCALE 1/2"=1'

**Windward Design Inc.**  
William Watts, Architect

CA # 34,555 EXP 2004 3352 MT. BURNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 619-596-7747 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASOLD  
SAN DIEGO, CALIFORNIA

RESTROOM PLANS

**A401**

SCALE 1/2"=1'



LOCATE ON NORTH AND SOUTH ELEVATION  
PROJECTED BLDG ELEV AREA 1060 SF

DARK TEAL BACKGROUND  
OCHRE CREAM LETTERS



LOCATE ON NORTH AND SOUTH ELEVATION  
PROJECTED ELEVATION 2184 SF

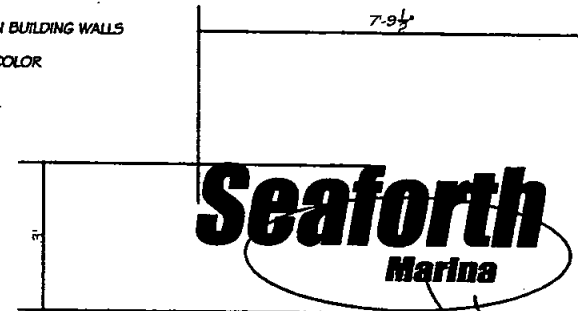
DARK TEAL BACKGROUND  
OCHRE CREAM LETTERS

ALL SIGNS WILL MOUNTED ON BUILDING WALLS  
REDWOOD SAND BLASTED  
MEDIUM TEAL BACKGROUND COLOR  
TAN BORDER AND LETTERS



LOCATE AT EAST ELEVATION  
PROJECTED BUILDING AREA 770 SF

DARK TEAL BACKGROUND  
OCHRE CREAM LETTERS



LOCATE ON NORTH ELEVATION FACING STREET  
PROJECT ELEVATION AREA 1260 SF

DARK TEAL BACKGROUND  
OCHRE CREAM LETTERS

SEE A104, A204 AND A304 FOR SIGN LOCATIONS

**Windward Design Inc.**  
William Watts, Architect

CA # 14,111 EXP 2004 6352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-591-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

ADVERTISING SIGNS  
RENTAL, MARINA & SPORTFISHING BLDGS

**\$100**

SCALE 3/4"=1'

### **PLUMBING PLAN CHECK NOTES**

- [illegible]

## PLUMBING FIXTURE SCHEDULE

| VEHICLE | PURPOSE                         | SPECIAL SERVICE RATE (%) |     |       |       | NOTE, TO RENT, & REMARKS                                                                        |
|---------|---------------------------------|--------------------------|-----|-------|-------|-------------------------------------------------------------------------------------------------|
|         |                                 | CV                       | MF  | V     | SRV V |                                                                                                 |
| 10-1    | WATER<br>SUPPLY<br>(UNOCCUPIED) | 1/2                      | -   | 2     | 2     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-2    | WATER<br>SUPPLY                 | 1/2                      | -   | 2     | 2     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-3    | LANDING<br>FIELD                | 1/2                      | 1/2 | 1 1/2 | 2     | LANDING FIELD CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE |
| 10-4    | WATER<br>SUPPLY                 | 1/2                      | 1/2 | 1 1/2 | 2     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-5    | WATER<br>SUPPLY                 | 1/2                      | 1/2 | 2     | 2     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-6    | WATER<br>SUPPLY                 | 1/2                      | -   | 1 1/2 | 2     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-7    | WATER<br>SUPPLY                 | 1/2                      | -   | 2     | 2     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-8    | WATER<br>SUPPLY                 | -                        | -   | -     | -     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-9    | WATER<br>SUPPLY                 | 1/2                      | -   | -     | -     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |
| 10-10   | WATER<br>SUPPLY                 | 1/2                      | -   | -     | -     | WATER SUPPLY CONTRACT, FURNISH WITH<br>MIL. SUPPLY, AND SUPPLY POINT (2.5 OFS)<br>SPECIAL RATE  |

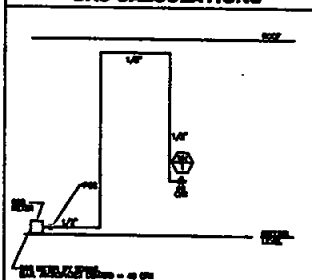
## PLUMBING EQUIPMENT SCHEDULE

|      |         |         |             |         |
|------|---------|---------|-------------|---------|
| FORM | REMARKS | ADDRESS | INTERVIEWER | REMARKS |
| 66   | 100     | 100     | 100         | 100     |

### PIPING MATERIALS:

SWL, WHITE & BERT: 104-48 AIR PLANE FIVE 10-17-1960  
DOUGLAS NORTH CAROLINA, TYPE L-104-48, 10-17-1960

## **GAS CALCULATIONS**



### PIPE SIZE SCHEDULE

|     |      |      |     |       |       |     |       |
|-----|------|------|-----|-------|-------|-----|-------|
| 1/2 | 1/4  | 3/4  | 1   | 1 1/4 | 1 1/2 | 2   | 2 1/2 |
| 0.5 | 0.25 | 0.75 | 1.0 | 1.25  | 1.5   | 2.0 | 2.5   |

\_\_\_\_\_

## WATER PRESSURE ANALYSIS

|                 |      |
|-----------------|------|
| 1970-1974, 1976 | 25.9 |
| 1975-1976       | 26.0 |
| 1977-1978       | 26.1 |
| 1979-1980       | 26.2 |
| 1981-1982       | 26.3 |
| 1983-1984       | 26.4 |
| 1985-1986       | 26.5 |
| 1987-1988       | 26.6 |
| 1989-1990       | 26.7 |
| 1991-1992       | 26.8 |
| 1993-1994       | 26.9 |
| 1995-1996       | 27.0 |
| 1997-1998       | 27.1 |
| 1999-2000       | 27.2 |
| 2001-2002       | 27.3 |
| 2003-2004       | 27.4 |
| 2005-2006       | 27.5 |
| 2007-2008       | 27.6 |
| 2009-2010       | 27.7 |
| 2011-2012       | 27.8 |
| 2013-2014       | 27.9 |
| 2015-2016       | 28.0 |
| 2017-2018       | 28.1 |
| 2019-2020       | 28.2 |
| 2021-2022       | 28.3 |
| 2023-2024       | 28.4 |
| 2025-2026       | 28.5 |
| 2027-2028       | 28.6 |
| 2029-2030       | 28.7 |
| 2031-2032       | 28.8 |
| 2033-2034       | 28.9 |
| 2035-2036       | 29.0 |
| 2037-2038       | 29.1 |
| 2039-2040       | 29.2 |
| 2041-2042       | 29.3 |
| 2043-2044       | 29.4 |
| 2045-2046       | 29.5 |
| 2047-2048       | 29.6 |
| 2049-2050       | 29.7 |
| 2051-2052       | 29.8 |
| 2053-2054       | 29.9 |
| 2055-2056       | 30.0 |
| 2057-2058       | 30.1 |
| 2059-2060       | 30.2 |
| 2061-2062       | 30.3 |
| 2063-2064       | 30.4 |
| 2065-2066       | 30.5 |
| 2067-2068       | 30.6 |
| 2069-2070       | 30.7 |
| 2071-2072       | 30.8 |
| 2073-2074       | 30.9 |
| 2075-2076       | 31.0 |
| 2077-2078       | 31.1 |
| 2079-2080       | 31.2 |
| 2081-2082       | 31.3 |
| 2083-2084       | 31.4 |
| 2085-2086       | 31.5 |
| 2087-2088       | 31.6 |
| 2089-2090       | 31.7 |
| 2091-2092       | 31.8 |
| 2093-2094       | 31.9 |
| 2095-2096       | 32.0 |
| 2097-2098       | 32.1 |
| 2099-2100       | 32.2 |
| 2101-2102       | 32.3 |
| 2103-2104       | 32.4 |
| 2105-2106       | 32.5 |
| 2107-2108       | 32.6 |
| 2109-2110       | 32.7 |
| 2111-2112       | 32.8 |
| 2113-2114       | 32.9 |
| 2115-2116       | 33.0 |
| 2117-2118       | 33.1 |
| 2119-2120       | 33.2 |
| 2121-2122       | 33.3 |
| 2123-2124       | 33.4 |
| 2125-2126       | 33.5 |
| 2127-2128       | 33.6 |
| 2129-2130       | 33.7 |
| 2131-2132       | 33.8 |
| 2133-2134       | 33.9 |
| 2135-2136       | 34.0 |
| 2137-2138       | 34.1 |
| 2139-2140       | 34.2 |
| 2141-2142       | 34.3 |
| 2143-2144       | 34.4 |
| 2145-2146       | 34.5 |
| 2147-2148       | 34.6 |
| 2149-2150       | 34.7 |
| 2151-2152       | 34.8 |
| 2153-2154       | 34.9 |
| 2155-2156       | 35.0 |
| 2157-2158       | 35.1 |
| 2159-2160       | 35.2 |
| 2161-2162       | 35.3 |
| 2163-2164       | 35.4 |
| 2165-2166       | 35.5 |
| 2167-2168       | 35.6 |
| 2169-2170       | 35.7 |
| 2171-2172       | 35.8 |
| 2173-2174       | 35.9 |
| 2175-2176       | 36.0 |
| 2177-2178       | 36.1 |
| 2179-2180       | 36.2 |
| 2181-2182       | 36.3 |
| 2183-2184       | 36.4 |
| 2185-2186       | 36.5 |
| 2187-2188       | 36.6 |
| 2189-2190       | 36.7 |
| 2191-2192       | 36.8 |
| 2193-2194       | 36.9 |
| 2195-2196       | 37.0 |
| 2197-2198       | 37.1 |
| 2199-2200       | 37.2 |
| 2201-2202       | 37.3 |
| 2203-2204       | 37.4 |
| 2205-2206       | 37.5 |
| 2207-2208       | 37.6 |
| 2209-2210       | 37.7 |
| 2211-2212       | 37.8 |
| 2213-2214       | 37.9 |
| 2215-2216       | 38.0 |
| 2217-2218       | 38.1 |
| 2219-2220       | 38.2 |
| 2221-2222       | 38.3 |
| 2223-2224       | 38.4 |
| 2225-2226       | 38.5 |
| 2227-2228       | 38.6 |
| 2229-2230       | 38.7 |
| 2231-2232       | 38.8 |
| 2233-2234       | 38.9 |
| 2235-2236       | 39.0 |
| 2237-2238       | 39.1 |
| 2239-2240       | 39.2 |
| 2241-2242       | 39.3 |
| 2243-2244       | 39.4 |
| 2245-2246       | 39.5 |
| 2247-2248       | 39.6 |
| 2249-2250       | 39.7 |
| 2251-2252       | 39.8 |
| 2253-2254       | 39.9 |
| 2255-2256       | 40.0 |
| 2257-2258       | 40.1 |
| 2259-2260       | 40.2 |
| 2261-2262       | 40.3 |
| 2263-2264       | 40.4 |
| 2265-2266       | 40.5 |
| 2267-2268       | 40.6 |
| 2269-2270       | 40.7 |
| 2271-2272       | 40.8 |
| 2273-2274       | 40.9 |
| 2275-2276       | 41.0 |
| 2277-2278       | 41.1 |
| 2279-2280       | 41.2 |
| 2281-2282       | 41.3 |
| 2283-2284       | 41.4 |
| 2285-2286       | 41.5 |
| 2287-2288       | 41.6 |
| 2289-2290       | 41.7 |
| 2291-2292       | 41.8 |
| 2293-2294       | 41.9 |
| 2295-2296       | 42.0 |
| 2297-2298       | 42.1 |
| 2299-2300       | 42.2 |
| 2301-2302       | 42.3 |
| 2303-2304       | 42.4 |
| 2305-2306       | 42.5 |
| 2307-2308       | 42.6 |
| 2309-2310       | 42.7 |
| 2311-2312       | 42.8 |
| 2313-2314       | 42.9 |
| 2315-2316       | 43.0 |
| 2317-2318       | 43.1 |
| 2319-2320       | 43.2 |
| 2321-2322       | 43.3 |
| 2323-2324       | 43.4 |
| 2325-2326       | 43.5 |
| 2327-2328       | 43.6 |
| 2329-2330       | 43.7 |
| 2331-2332       | 43.8 |
| 2333-2334       | 43.9 |
| 2335-2336       | 44.0 |
| 2337-2338       | 44.1 |
| 2339-2340       | 44.2 |
| 2341-2342       | 44.3 |
| 2343-2344       | 44.4 |
| 2345-2346       | 44.5 |
| 2347-2348       | 44.6 |
| 2349-2350       | 44.7 |
| 2351-2352       | 44.8 |
| 2353-2354       | 44.9 |
| 2355-2356       | 45.0 |
| 2357-2358       | 45.1 |
| 2359-2360       | 45.2 |
| 2361-2362       | 45.3 |
| 2363-2364       | 45.4 |
| 2365-2366       | 45.5 |
| 2367-2368       | 45.6 |
| 2369-2370       | 45.7 |
| 2371-2372       | 45.8 |
| 2373-2374       | 45.9 |
| 2375-2376       | 46.0 |
| 2377-2378       | 46.1 |
| 2379-2380       | 46.2 |
| 2381-2382       | 46.3 |
| 2383-2384       | 46.4 |
| 2385-2386       | 46.5 |
| 2387-2388       | 46.6 |
| 2389-2390       | 46.7 |
| 2391-2392       | 46.8 |
| 2393-2394       | 46.9 |
| 2395-2396       | 47.0 |
| 2397-2398       | 47.1 |
| 2399-2400       | 47.2 |
| 2401-2402       | 47.3 |
| 2403-2404       | 47.4 |
| 2405-2406       | 47.5 |
| 2407-2408       | 47.6 |
| 2409-2410       | 47.7 |
| 2411-2412       | 47.8 |
| 2413-2414       | 47.9 |
| 2415-2416       | 48.0 |
| 2417-2418       | 48.1 |
| 2419-2420       | 48.2 |
| 2421-2422       | 48.3 |
| 2423-2424       | 48.4 |
| 2425-2426       | 48.5 |
| 2427-2428       | 48.6 |
| 2429-2430       | 48.7 |
| 2431-2432       | 48.8 |
| 2433-2434       | 48.9 |
| 2435-2436       | 49.0 |
| 2437-2438       | 49.1 |
| 2439-2440       | 49.2 |
| 2441-2442       | 49.3 |
| 2443-2444       | 49.4 |
| 2445-2446       | 49.5 |
| 2447-2448       | 49.6 |
| 2449-2450       | 49.7 |
| 2451-2452       | 49.8 |
| 2453-2454       | 49.9 |
| 2455-2456       | 50.0 |
| 2457-2458       | 50.1 |
| 2459-2460       | 50.2 |
| 2461-2462       | 50.3 |
| 2463-2464       | 50.4 |
| 2465-2466       | 50.5 |
| 2467-2468       | 50.6 |
| 2469-2470       | 50.7 |
| 2471-2472       | 50.8 |
| 2473-2474       | 50.9 |
| 2475-2476       | 51.0 |
| 2477-2478       | 51.1 |
| 2479-2480       | 51.2 |
| 2481-2482       | 51.3 |
| 2483-2484       | 51.4 |
| 2485-2486       | 51.5 |
| 2487-2488       | 51.6 |
| 2489-2490       | 51.7 |
| 2491-2492       | 51.8 |
| 2493-2494       | 51.9 |
| 2495-2496       | 52.0 |
| 2497-2498       | 52.1 |
| 2499-2500       | 52.2 |
| 2501-2502       | 52.3 |
| 2503-2504       | 52.4 |
| 2505-2506       | 52.5 |
| 2507-2508       | 52.6 |
| 2509-2510       | 52.7 |
| 2511-2512       | 52.8 |
| 2513-2514       | 52.9 |
| 2515-2516       | 53.0 |
| 2517-2518       | 53.1 |
| 2519-2520       | 53.2 |
| 2521-2522       | 53.3 |
| 2523-2524       | 53.4 |
| 2525-2526       | 53.5 |
| 2527-2528       | 53.6 |
| 2529-2530       | 53.7 |
| 2531-2532       | 53.8 |
| 2533-2534       | 53.9 |
| 2535-2536       | 54.0 |
| 2537-2538       | 54.1 |
| 2539-2540       | 54.2 |
| 2541-2542       | 54.3 |
| 2543-2544       | 54.4 |
| 2545-2546       | 54.5 |
| 2547-2548       | 54.6 |
| 2549-2550       | 54.7 |
| 2551-2552       | 54.8 |
| 2553-2554       | 54.9 |
| 2555-2556       | 55.0 |
| 2557-2558       | 55.1 |
| 2559-2560       | 55.2 |
| 2561-2562       | 55.3 |
| 2563-2564       | 55.4 |
| 2565-2566       | 55.5 |
| 2567-2568       | 55.6 |
| 2569-2570       | 55.7 |
| 2571-2572       | 55.8 |
| 2573-2574       | 55.9 |
| 2575-2576       | 56.0 |
| 2577-2578       | 56.1 |
| 2579-2580       | 56.2 |
| 2581-2582       | 56.3 |
| 2583-2584       | 56.4 |
| 2585-2586       | 56.5 |
| 2587-2588       | 56.6 |
| 2589-2590       | 56.7 |
| 2591-2592       | 56.8 |
| 2593-2594       | 56.9 |
| 2595-2596       | 57.0 |
| 2597-2598       | 57.1 |
| 2599-2600       | 57.2 |
| 2601-2602       | 57.3 |
| 2603-2604       | 57.4 |
| 2605-2606       | 57.5 |
| 2607-2608       | 57.6 |
| 2609-2610       | 57.7 |
| 2611-2612       | 57.8 |
| 2613-2614       | 57.9 |
| 2615-2616       | 58.0 |
| 2617-2618       | 58.1 |
| 2619-2620       | 58.2 |
| 2621-2622       | 58.3 |
| 2623-2624       | 58.4 |
| 2625-2626       | 58.5 |
| 2627-2628       | 58.6 |
| 2629-2630       | 58.7 |
| 2631-2632       | 58.8 |
| 2633-2634       | 58.9 |
| 2635-2636       | 59.0 |
| 2637-2638       | 59.1 |
| 2639-2640       | 59.2 |
| 2641-2642       | 59.3 |
| 2643-2644       | 59.4 |
| 2645-2646       | 59.5 |
| 2647-2648       | 59.6 |
| 2649-2650       | 59.7 |
| 2651-2652       | 59.8 |
| 2653-2654       | 59.9 |
| 2655-2656       | 60.0 |
| 2657-2658       | 60.1 |
| 2659-2660       | 60.2 |
| 2661-2662       | 60.3 |
| 2663-2664       | 60.4 |
| 2665-2666       | 60.5 |
| 2667-2668       | 60.6 |
| 2669-2670       | 60.7 |
| 2671-2672       | 60.8 |
| 2673-2674       | 60.9 |
| 2675-2676       | 61.0 |
| 2677-2678       | 61.1 |
| 2679-2680       | 61.2 |
| 2681-2682       | 61.3 |
| 2683-2684       | 61.4 |
| 2685-2686       | 61.5 |
| 2687-2688       | 61.6 |
| 2689-2690       | 61.7 |
| 2691-2692       | 61.8 |
| 2693-2694       | 61.9 |
| 2695-2696       | 62.0 |
| 2697-2698       | 62.1 |
| 2699-2700       | 62.2 |
| 2701-2702       | 62.3 |
| 2703-2704       | 62.4 |
| 2705-2706       | 62.5 |
| 2707-2708       | 62.6 |
| 2709-2710       | 62.7 |
| 2711-2712       | 62.8 |
| 2713-2714       | 62.9 |
| 2715-2716       | 63.0 |
| 2717-2718       | 63.1 |
| 2719-2720       | 63.2 |
| 2721-2722       | 63.3 |
| 2723-2724       | 63.4 |
| 2725-2726       | 63.5 |
| 2727-2728       | 63.6 |
| 2729-2730       | 63.7 |
| 2731-2732       | 63.8 |
| 2733-2734       | 63.9 |
| 2735-2736       | 64.0 |
| 2737-2738       | 64.1 |
| 2739-2740       | 64.2 |
| 2741-2742       | 64.3 |
| 2743-2744       | 64.4 |
| 2745-2746       | 64.5 |
| 2747-2748       | 64.6 |
| 2749-2750       | 64.7 |
| 2751-2752       | 64.8 |
| 2753-2754       | 64.9 |
| 2755-2756       | 65.0 |
| 2757-2758       | 65.1 |
| 2759-2760       | 65.2 |
| 2761-2762       | 65.3 |
| 2763-2764       | 65.4 |
| 2765-2766       | 65.5 |
| 2767-2768       | 65.6 |
| 2769-2770       | 65.7 |
| 2771-2772       | 65.8 |
| 2773-2774       | 65.9 |
| 2775-2776       | 66.0 |
| 2777-2778       | 66.1 |
| 2779-2780       | 66.2 |
| 2781-2782       | 66.3 |
| 2783-2784       | 66.4 |
| 2785-2786       | 66.5 |
| 2787-2788       | 66.6 |
| 2789-2790       | 66.7 |
| 2791-2792       | 66.8 |
| 2793-2794       | 66.9 |
| 2795-2796       | 67.0 |
| 2797-2798       | 67.1 |
| 2799-2800       | 67.2 |
| 2801-2802       | 67.3 |
| 2803-2804       | 67.4 |
| 2805-2806       | 67.5 |
| 2807-2808       | 67.6 |
| 2809-2810       | 67.7 |
| 2811-2812       | 67.8 |
| 2813-2814       | 67.9 |
| 2815-2816       | 68.0 |
| 2817-2818       | 68.1 |
| 2819-2820       | 68.2 |
| 2821-2822       | 68.3 |
| 2823-2824       | 68.4 |
| 2825-2826       | 68.5 |
| 2827-2828       | 68.6 |
| 2829-2830       | 68.7 |
| 2831-2832       | 68.8 |
| 2833-2834       | 68.9 |
| 2835-2836       | 69.0 |
| 2837-2838       | 69.1 |
| 2839-2840       | 69.2 |
| 2841-2842       | 69.3 |
| 2843-2844       | 69.4 |
| 2845-2846       | 69.5 |
| 2847-2848       | 69.6 |
| 2849-2850       | 69.7 |
| 2851-2852       | 69.8 |
| 2853-2854       | 69.9 |
| 2855-2856       | 70.0 |
| 2857-2858       | 70.1 |
| 2859-2860       | 70.2 |
| 2861-2862       | 70.3 |
| 2863-2864       | 70.4 |
| 2865-2866       | 70.5 |
| 2867-2868       | 70.6 |
| 2869-2870       | 70.7 |
| 2871-2872       | 70.8 |
| 2873-2874       | 70.9 |
| 2875-2876       | 71.0 |
| 2877-2878       | 71.1 |
| 2879-2880       | 71.2 |
| 2881-2882       | 71.3 |
| 2883-2884       | 71.4 |
| 2885-2886       | 71.5 |
| 2887-2888       | 71.6 |
| 2889-2          |      |

### COLD WATER PIPE SIZE SCHEDULE

| SIZE  | SP | 1/2 SP | PO | PO |
|-------|----|--------|----|----|
| 1/8   | 10 | 0      | 7  | 1  |
| 3/8   | 12 | 0      | 10 | 1  |
| 1     | 14 | 0      | 20 | 4  |
| 1 1/2 | 20 | 0      | 25 | 11 |
| 1 1/2 | 20 | 0      | 25 | 11 |
| 2     | 20 | 0      | 25 | 11 |

BASED ON CALIFORNIA RECORDS ONLY. SEE NOTICE, ATTORNEY A. SHANNON & SON  
VERMONT AND ALSO CHECKED AT MARIETTA RECORDS UNIT.

### HOT WATER PIPE SIZE SCHEDULE

| SIZE  | SPR | VEL (FPS) | FW |
|-------|-----|-----------|----|
| 1/2   | 2.5 | 0         | 0  |
| 3/4   | 2.5 | 0         | 1  |
| 1     | 10  | 0         | 10 |
| 1 1/4 | 10  | 0         | 20 |

BASED ON CINCINNATI FURNISHING CASE DATA, ATTORNEY A. MARSHALL R. FORD  
WELSHY AND SONS FURNISHING CASE DATA, ATTORNEY A. MARSHALL R. FORD

**Windward Design Inc.**  
William Watts, Architect

CA # 24,111 EXP 2004 5352 MT. BURNHAM DR. SAN DIEGO, CA 92111 TEL/FAX 619-571-7767 E-MAIL [WINDWARDDESIGNS@PRODIGY.NET](mailto:WINDWARDDESIGNS@PRODIGY.NET)

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

**Seaforth Boat Rentals**  
1641 Quivira Rd  
San Diego, CA 92109

## PLO

## PLUMBING PLAN CHECK NOTES

- [illegible]

## PLUMBING FIXTURE SCHEDULE

[illegible]

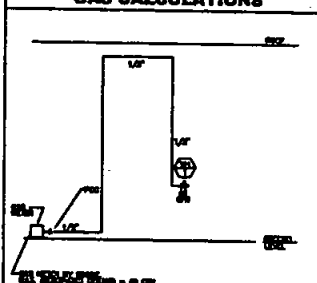
## PLUMBING EQUIPMENT SCHEDULE

| SYMBOL | SERVICE | LOCATION              | INTERCOMING         | REMARKS                                             |
|--------|---------|-----------------------|---------------------|-----------------------------------------------------|
|        | MAIN    | N<br>K<br>R<br>R<br>R | IN<br>OUT<br>OUT-12 | 20 GALLON GAS TIGHT REPAIR<br>GLASS AND WELDED, GAS |

**PIPING MATERIALS:**

**DR. WHITE & VENT: 804-45,488 PLASTER FIVE AND FIFTEEN  
BOARDS: WALTER, 1000000000, TYPE 1, 1000000000, TYPE 1**

## **GAS CALCULATIONS**

**PIPE SIZE SCHEDULE**

| SIZE | 1 1/2" | 2 1/2" | 3" | 1 1/2" | 1 1/2" | 3" | 1 1/2" |
|------|--------|--------|----|--------|--------|----|--------|
| NO.  | 12     | 12     | 12 | 12     | 12     | 12 | 12     |

## WATER PRESSURE ANALYSIS

| UNITED STATES GOVERNMENT |  |       |
|--------------------------|--|-------|
| 7705, PERSONS            |  | 24.5  |
| Unemployed, 1974         |  | 1.0   |
| Unemployed, 1975         |  | 1.0   |
| Unemployed, 1976         |  | 1.0   |
| Unemployed, 1977         |  | 1.0   |
| Unemployed, 1978         |  | 1.0   |
| Unemployed, 1979         |  | 1.0   |
| Unemployed, 1980         |  | 1.0   |
| Unemployed, 1981         |  | 1.0   |
| Unemployed, 1982         |  | 1.0   |
| Unemployed, 1983         |  | 1.0   |
| Unemployed, 1984         |  | 1.0   |
| Unemployed, 1985         |  | 1.0   |
| Unemployed, 1986         |  | 1.0   |
| Unemployed, 1987         |  | 1.0   |
| Unemployed, 1988         |  | 1.0   |
| Unemployed, 1989         |  | 1.0   |
| Unemployed, 1990         |  | 1.0   |
| Unemployed, 1991         |  | 1.0   |
| Unemployed, 1992         |  | 1.0   |
| Unemployed, 1993         |  | 1.0   |
| Unemployed, 1994         |  | 1.0   |
| Unemployed, 1995         |  | 1.0   |
| Unemployed, 1996         |  | 1.0   |
| Unemployed, 1997         |  | 1.0   |
| Unemployed, 1998         |  | 1.0   |
| Unemployed, 1999         |  | 1.0   |
| Unemployed, 2000         |  | 1.0   |
| Unemployed, 2001         |  | 1.0   |
| Unemployed, 2002         |  | 1.0   |
| Unemployed, 2003         |  | 1.0   |
| Unemployed, 2004         |  | 1.0   |
| Unemployed, 2005         |  | 1.0   |
| Unemployed, 2006         |  | 1.0   |
| Unemployed, 2007         |  | 1.0   |
| Unemployed, 2008         |  | 1.0   |
| Unemployed, 2009         |  | 1.0   |
| Unemployed, 2010         |  | 1.0   |
| Unemployed, 2011         |  | 1.0   |
| Unemployed, 2012         |  | 1.0   |
| Unemployed, 2013         |  | 1.0   |
| Unemployed, 2014         |  | 1.0   |
| Unemployed, 2015         |  | 1.0   |
| Unemployed, 2016         |  | 1.0   |
| Unemployed, 2017         |  | 1.0   |
| Unemployed, 2018         |  | 1.0   |
| Unemployed, 2019         |  | 1.0   |
| Unemployed, 2020         |  | 1.0   |
| Unemployed, 2021         |  | 1.0   |
| Unemployed, 2022         |  | 1.0   |
| Unemployed, 2023         |  | 1.0   |
| Unemployed, 2024         |  | 1.0   |
| Unemployed, 2025         |  | 1.0   |
| Unemployed, 2026         |  | 1.0   |
| Unemployed, 2027         |  | 1.0   |
| Unemployed, 2028         |  | 1.0   |
| Unemployed, 2029         |  | 1.0   |
| Unemployed, 2030         |  | 1.0   |
| Unemployed, 2031         |  | 1.0   |
| Unemployed, 2032         |  | 1.0   |
| Unemployed, 2033         |  | 1.0   |
| Unemployed, 2034         |  | 1.0   |
| Unemployed, 2035         |  | 1.0   |
| Unemployed, 2036         |  | 1.0   |
| Unemployed, 2037         |  | 1.0   |
| Unemployed, 2038         |  | 1.0   |
| Unemployed, 2039         |  | 1.0   |
| Unemployed, 2040         |  | 1.0   |
| Unemployed, 2041         |  | 1.0   |
| Unemployed, 2042         |  | 1.0   |
| Unemployed, 2043         |  | 1.0   |
| Unemployed, 2044         |  | 1.0   |
| Unemployed, 2045         |  | 1.0   |
| Unemployed, 2046         |  | 1.0   |
| Unemployed, 2047         |  | 1.0   |
| Unemployed, 2048         |  | 1.0   |
| Unemployed, 2049         |  | 1.0   |
| Unemployed, 2050         |  | 1.0   |
| Unemployed, 2051         |  | 1.0   |
| Unemployed, 2052         |  | 1.0   |
| Unemployed, 2053         |  | 1.0   |
| Unemployed, 2054         |  | 1.0   |
| Unemployed, 2055         |  | 1.0   |
| Unemployed, 2056         |  | 1.0   |
| Unemployed, 2057         |  | 1.0   |
| Unemployed, 2058         |  | 1.0   |
| Unemployed, 2059         |  | 1.0   |
| Unemployed, 2060         |  | 1.0   |
| Unemployed, 2061         |  | 1.0   |
| Unemployed, 2062         |  | 1.0   |
| Unemployed, 2063         |  | 1.0   |
| Unemployed, 2064         |  | 1.0   |
| Unemployed, 2065         |  | 1.0   |
| Unemployed, 2066         |  | 1.0   |
| Unemployed, 2067         |  | 1.0   |
| Unemployed, 2068         |  | 1.0   |
| Unemployed, 2069         |  | 1.0   |
| Unemployed, 2070         |  | 1.0   |
| Unemployed, 2071         |  | 1.0   |
| Unemployed, 2072         |  | 1.0   |
| Unemployed, 2073         |  | 1.0   |
| Unemployed, 2074         |  | 1.0   |
| Unemployed, 2075         |  | 1.0   |
| Unemployed, 2076         |  | 1.0   |
| Unemployed, 2077         |  | 1.0   |
| Unemployed, 2078         |  | 1.0   |
| Unemployed, 2079         |  | 1.0   |
| Unemployed, 2080         |  | 1.0   |
| Unemployed, 2081         |  | 1.0   |
| Unemployed, 2082         |  | 1.0   |
| Unemployed, 2083         |  | 1.0   |
| Unemployed, 2084         |  | 1.0   |
| Unemployed, 2085         |  | 1.0   |
| Unemployed, 2086         |  | 1.0   |
| Unemployed, 2087         |  | 1.0   |
| Unemployed, 2088         |  | 1.0</ |

### COLD WATER PIPE SIZE SCHEDULE

| Size  | 0% | 10.0% | 20% | 30% |
|-------|----|-------|-----|-----|
| 1/2   | 20 | 5     | 7   | 1   |
| 3/4   | 15 | 0     | 11  | 1   |
| 1     | 0  | 0     | 25  | 2   |
| 1 1/2 | 10 | 0     | 25  | 11  |
| 1 1/2 | 0  | 0     | 0   | 25  |
| 2     | 10 | 0     | 0   | 0   |

### HOT WATER PIPE SIZE SCHEDULE

| SIZE  | WT. | NO. (WT.) | POW. |
|-------|-----|-----------|------|
| 1/2   | 23  | 2         | 0    |
| 3/4   | 10  | 0         | 0    |
| 1     | 20  | 0         | 27   |
| 1 1/2 | W   | 0         | 28   |

SHED ON CALIFORNIA PLUMBER CODE AND TUBING, ATTACHED A. UNIFORM 3 PPS  
 SELECT FOR PLUM PLUMBER 11 BARRON PLUMBER

**Windward Design Inc.**  
William Watts, Architect

CA #14,112 EXP 2004 6352 MT. BURNNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 619-571-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

**Seaforth Marine**  
1677 Quivira Rd  
San Diego, CA 92109

**PL1**

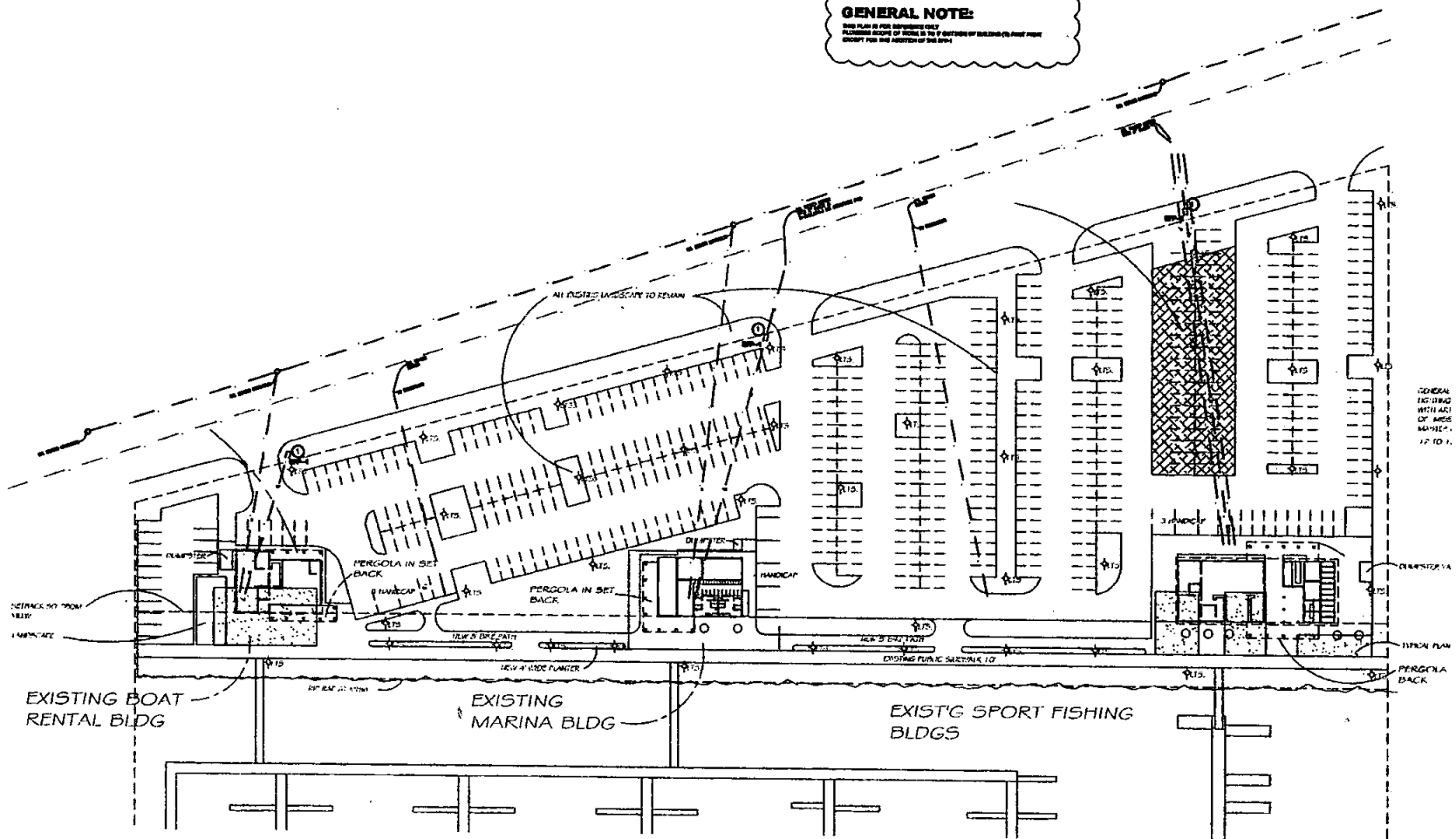


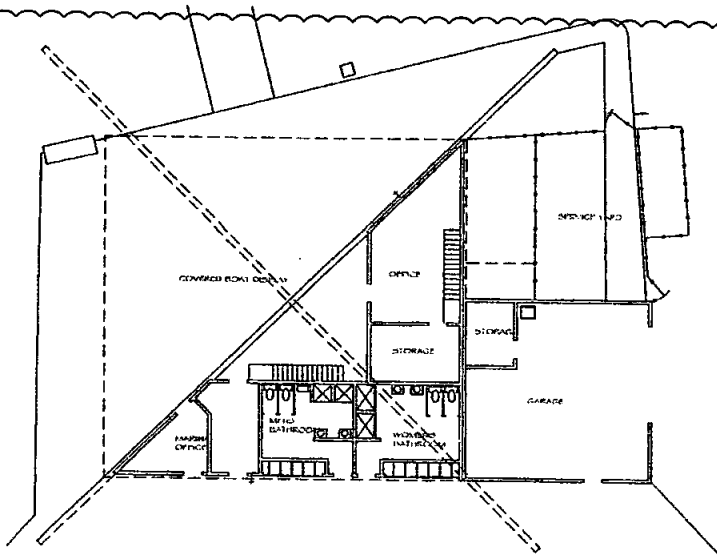
# SHEET NOTES

1. EXISTING WATER METER, NEW BACKFLOW PREVENTER

## GENERAL NOTE:

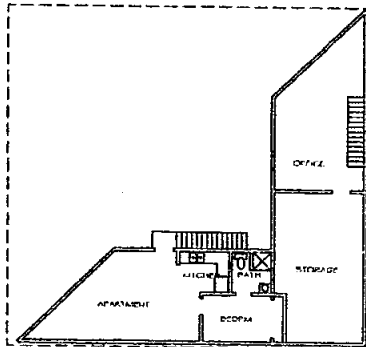
THIS PLAN IS FOR INFORMATION ONLY.  
PLANNING BOARD OF REVIEW IS THE AUTHORITY OF RECORD FOR THIS PROJECT.  
EXCEPT FOR THE LOCATION OF THE BLDG.





EXISTING 1ST FLOOR MARINA BLDG

4 TOILETS, 1 BATH, 4 LAVS, 1 SHOWERS, SERVICE PRK.

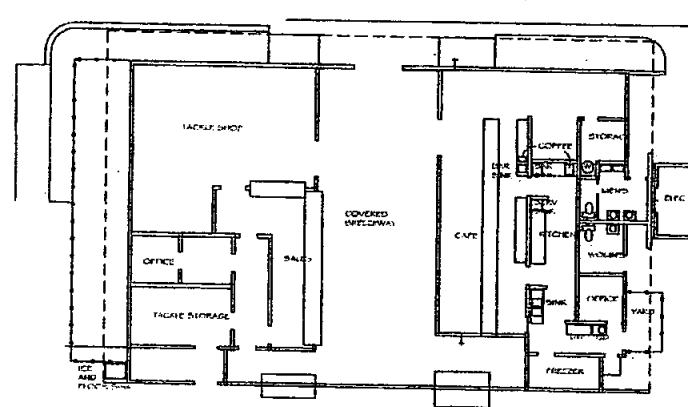


EXISTING 2ND FLOOR MARINA BLDG

2 BATH, 1 TOILET, 1 SHOWERS, 1 LAV

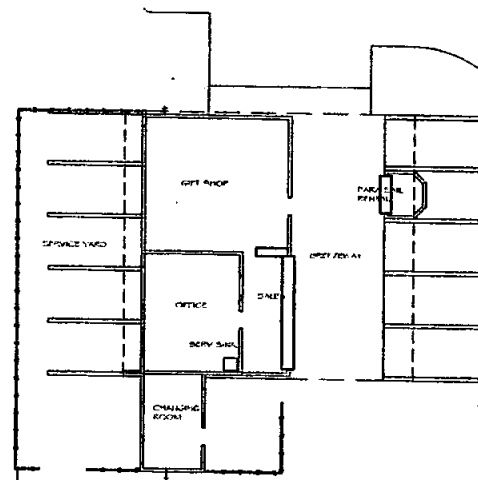
**EXISTING FLOOR (DEMO) PLAN**

SEE 10-1-1



EXISTING SPORTFISHING BLDG

2 TOILETS, 2 SHOWERS, 4 LAVS



EXISTING BOAT RENTAL BLDG

**Windward Design Inc.**

**William Watts, Architect**

CA # 14,111 EXP 2004 3053 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-575-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

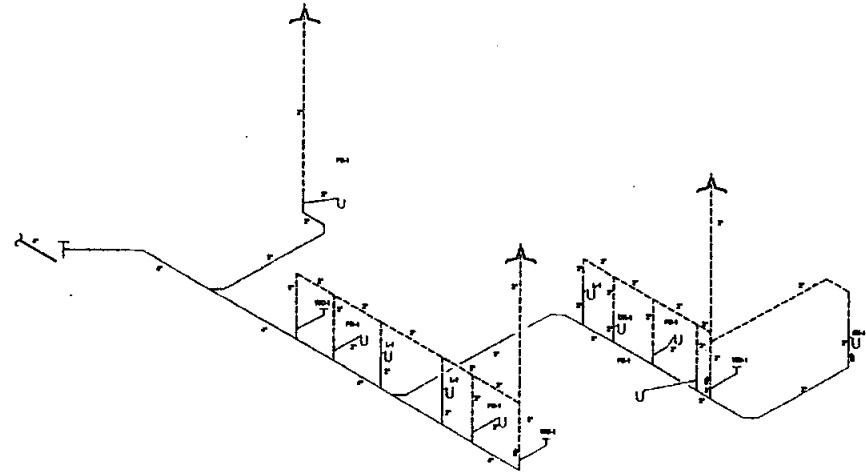
SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

EXISTING FLOOR PLANS

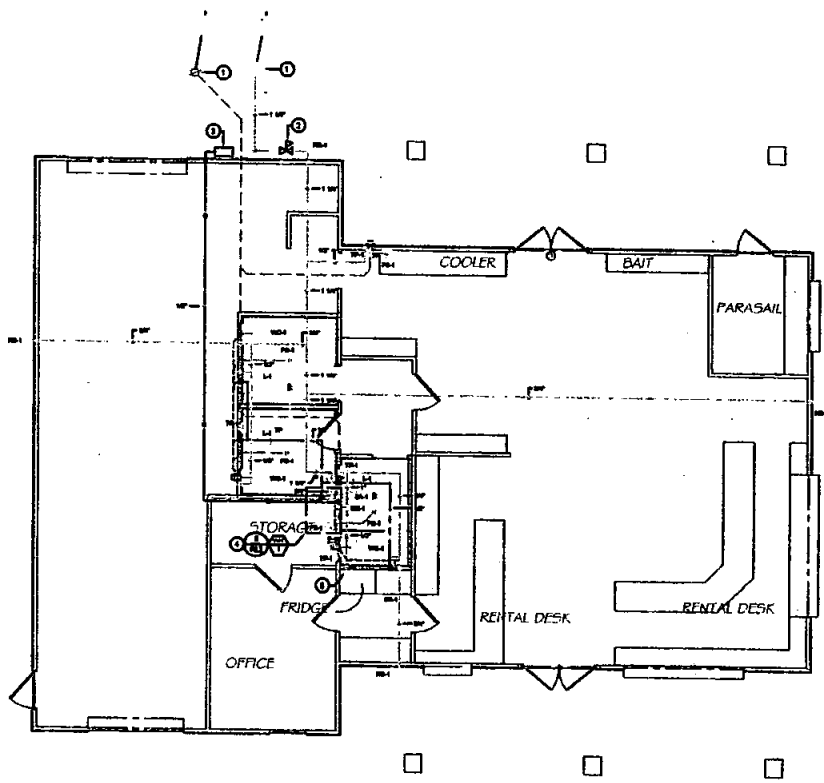
**P2.1**

**SHEET NOTES**

- ① CONNECT TO EXISTING SEWER / WATER UTILITY  
FIELD VERIFY EXACT LOCATION
- ② SET WATER PRESSURE REDUCING VALVE TO 80 PSI
- ③ PROPOSED GAS METER LOCATION
- ④ DISCHARGE WITH TEST PIPING AND SAFETY PAN  
DRAIN PIPING INTO P-1, PROVIDE 1" AIR GAP
- ⑤ PROVIDE 10" X 10" ANGLE STOP FOR REFER ICE MAKER



**SOIL, WASTE & VENT ISOMETRIC**  
2018.10.10



**RENTAL BUILDING PLUMBING PLAN**  
2018.10.10



**Windward Design Inc.**  
William Watts, Architect

CA # 24,222 EXP 2004 6550 MT. BURNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 619-575-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

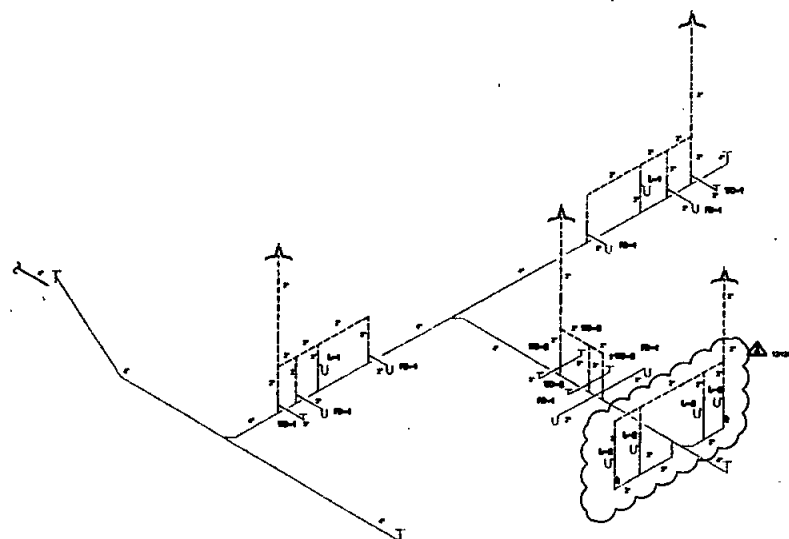
SEAFORTH LEASE  
MISSION BAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

Seaforth Boat Rentals  
1841 Quivira Rd  
San Diego, CA 92109

**PL0**

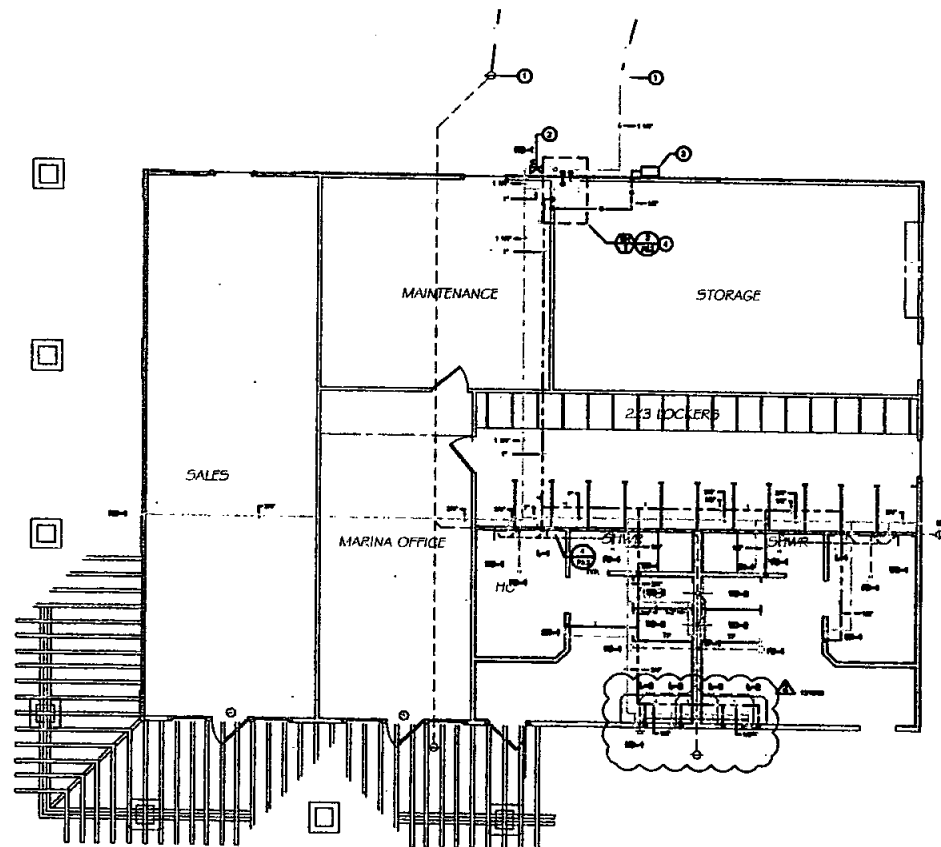
## SHEET NOTES

- ① CONNECT TO EXISTING SEWER / WATER UTILITY
- ② FIELD VERIFY EXACT LOCATION
- ③ SET WATER PRESSURE REDUCING VALVE TO 80 PSI
- ④ PROPOSED GAS METER LOCATION
- ⑤ COORDINATE WITH FILL PILING AND BENTLEY PAV. GRADE PIPING OUTSIDE BUILDING PER CODE



SOIL, WASTE &amp; VENT ISOMETRIC

SCALE: AS SHOWN



MARINA BUILDING PLUMBING PLAN

SCALE: 1/4" = 1'-0"

**Windward Design Inc.**  
 William Watts, Architect

CA # 14,111 EXP 2004 2552 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-576-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

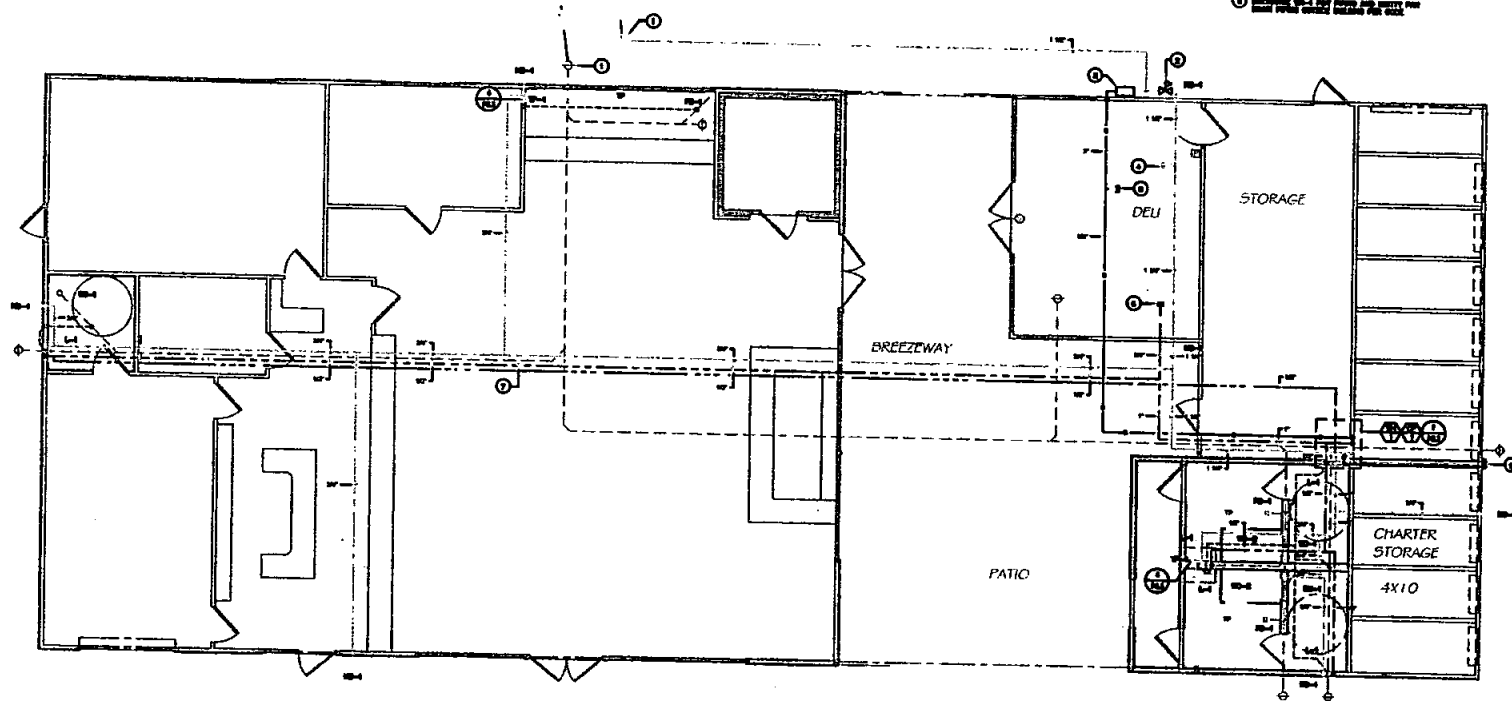
SEAFORTH LEASE  
 MISSION BAY LEASEHOLD  
 SAN DIEGO, CALIFORNIA

Seaforth Marina  
 1677 Quivira Rd  
 San Diego, CA 92109

P3.1

**SANITARY PIPE SIZING NOTE**  
 REFER TO SCL, SDR & SDR SCHEDULES ON PLUMBING SHEET FOLD FOR SANITARY PIPE SIZES

- SHEET NOTES**
- ① EXISTING TO REMAIN AREA / FLOOR FINISH
  - ② NEW WATER PIPING / REMOVAL FROM TO GO ARE
  - ③ EXISTING AND NEW SANITARY PIPING
  - ④ NEW 1" COLD WATER MAIN FOR KITCHEN
  - ⑤ NEW 1 1/2" COLD WATER MAIN FOR PATIO
  - ⑥ NEW 2" NEW WATER MAIN FOR PATIO
  - ⑦ NEW WATER CIRCULATING CHILL PIPING SYSTEM
  - ⑧ EXISTING 20-4" FRY PIPING AND SPLIT FROM MAIN FRYING CHILLER BUILDING FOR SCL



**SPORTFISHING PLAN**

**SPORTFISHING BUILDING PLUMBING PLAN**  
 2000 10/10/07

**Windward Design Inc.**  
 William Watts, Architect

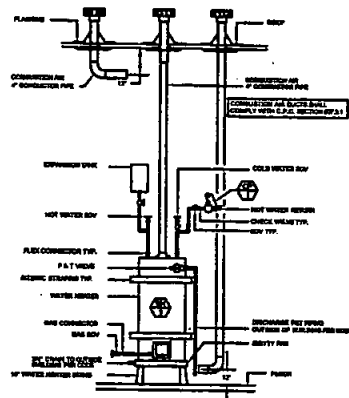
CA # 24,233 EXP 2004 5532 MT. BURNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 619-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE  
 MISSION BAY LEASEHOLD  
 SAN DIEGO, CALIFORNIA

Seaforth Sportfishing  
 1717 Quivira Rd  
 San Diego, CA 92109

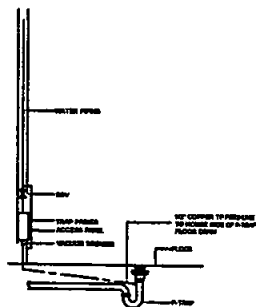
**P3.2**

### WATER HEATER DETAIL



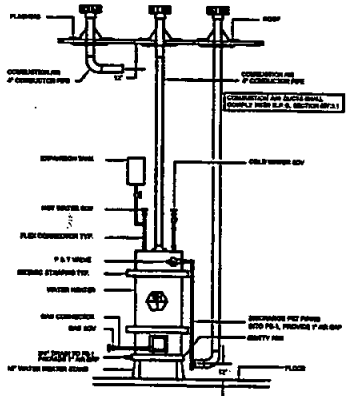
### WATER HEATER DETAIL

**1995**



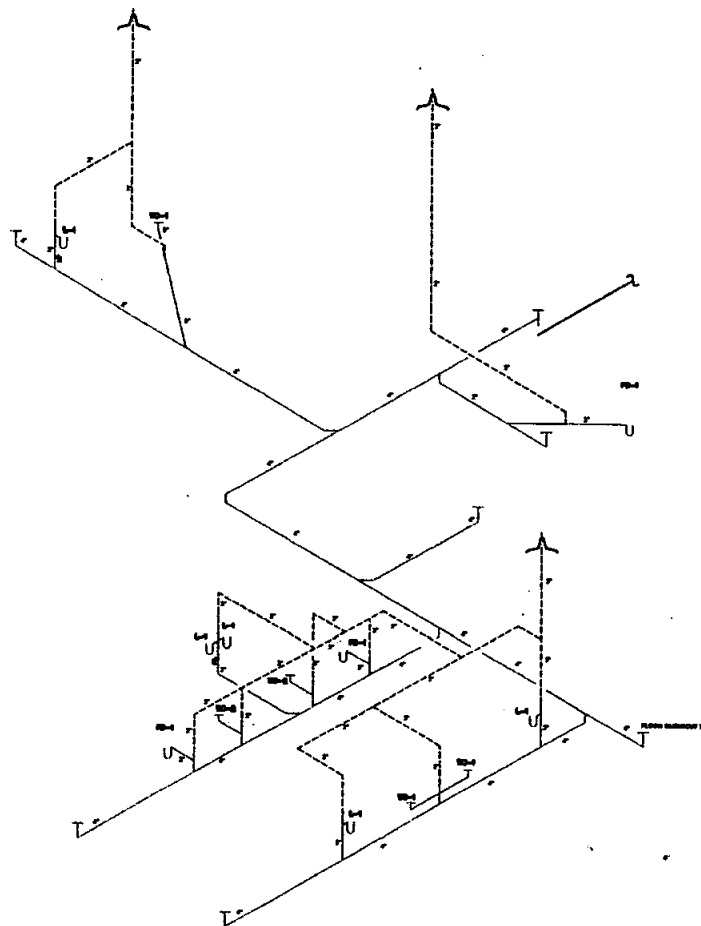
### **TRAP PRIMER DETAIL**

**CHILD** **194**



### WATER HEATER DETAIL

**02411** 44



### SPORTFISHING SOIL, WASTE & VENT ISOMETRIC

**5248** **01**

**Windward Design Inc.**  
William Watts, Architect

**William Watts, Architect**

CA # 14,111 EXP 2004 5352 MT. BURHAM DR. SAN DIEGO, CA 92111 TEL/FAX 619-591-7785 E-MAIL [WINDWARDDESIGNS@PRODIGY.NET](mailto:WINDWARDDESIGNS@PRODIGY.NET)

SEAFORTH LEASE  
MISSION RAY LEASEHOLD  
SAN DIEGO, CALIFORNIA

## SPORTFISHING PLANS

### P3.3

**P1.0**

**ATTACHMENT 3**  
**Development Costs**

January 26, 2005

Mr. John Yamate  
1717 Quivira Road  
San Diego, CA 92109

RE: Seaforth Leasehold Property- Quivira Road, San Diego, California

Dear John:

Per your request, a preliminary budget for Seaforth leasehold property:

Design & Engineering  
Demo existing buildings, 3 places  
Rehab, reconfigure parking lot 140,000 s.f.  
New landscaping 58,814 s.f.  
New signage, 6 places: (3 street, 3 building)  
New sport fishing building 4500 s.f.  
New marina building 3000 s.f.  
New rental building 3432 s.f.  
New sidewalk & pedestrian paving 25,000 s.f.

Total \$3,565,720.00

Miscellaneous and contingency, 2% of above \$ 71,314.40

Note: The above does not include the cost of permits & fees.

Dock rehab reconfigure (by others)  
per Frank LoPreste, Bill Poole \$1,700,000.00

Total budget per preliminary design \$5,337,034.40

Gentlemen, I hope this meets with your approval. We are working diligently to hold this figure but as you are aware, we still have the City of San Diego Building, Engineering, Environmental departments to address. Note 2% contingency.

Should you have any questions regarding the above please give me a call.

Sincerely,



William R. Hankins  
President

**ATTACHMENT 4**  
**Pro Formas**  
**(Pre- and Post- Redevelopment)**

Seaforth Sportfishing Corporation  
Estimated City Percentage Lease Income

| Current Lease Percentages |               |               |               |              |               | New Lease Percentages |                 |               |               |              |                 |
|---------------------------|---------------|---------------|---------------|--------------|---------------|-----------------------|-----------------|---------------|---------------|--------------|-----------------|
| Year                      | Sportfishing  | Marina        | KDME          | Restaurant   | Total Rent    | Year                  | Sportfishing    | Marina        | KDME          | Restaurant   | Total Rent      |
| 2007                      | \$ 400,000.00 | \$ 184,000.00 | \$ 97,000.00  | \$ 14,000.00 | \$ 695,000.00 | 2007                  | \$ 400,000.00   | \$ 184,000.00 | \$ 97,000.00  | \$ 14,000.00 | \$ 695,000.00   |
| 2008                      | \$ 406,000.00 | \$ 186,760.00 | \$ 98,455.00  | \$ 14,210.00 | \$ 705,425.00 | 2008                  | \$ 350,000.00   | \$ 160,000.00 | \$ 80,000.00  | \$ 6,000.00  | \$ 596,000.00   |
| 2009                      | \$ 412,090.00 | \$ 189,561.40 | \$ 99,931.83  | \$ 14,423.15 | \$ 716,006.38 | 2009                  | \$ 452,690.00   | \$ 212,175.00 | \$ 111,853.13 | \$ 15,759.38 | \$ 792,477.51   |
| 2010                      | \$ 418,271.35 | \$ 192,404.82 | \$ 101,430.80 | \$ 14,639.50 | \$ 726,746.47 | 2010                  | \$ 504,749.35   | \$ 217,479.38 | \$ 114,649.46 | \$ 16,153.36 | \$ 853,031.55   |
| 2011                      | \$ 424,545.42 | \$ 195,290.89 | \$ 102,952.26 | \$ 14,859.09 | \$ 737,647.67 | 2011                  | \$ 562,795.53   | \$ 222,916.36 | \$ 117,515.69 | \$ 16,557.20 | \$ 919,784.78   |
| 2012                      | \$ 430,913.60 | \$ 198,220.26 | \$ 104,496.55 | \$ 15,081.98 | \$ 748,712.38 | 2012                  | \$ 627,517.01   | \$ 228,489.27 | \$ 120,453.59 | \$ 16,971.13 | \$ 993,430.99   |
| 2013                      | \$ 437,377.31 | \$ 201,193.56 | \$ 106,064.00 | \$ 15,308.21 | \$ 759,943.07 | 2013                  | \$ 636,929.77   | \$ 234,201.50 | \$ 123,464.93 | \$ 17,395.41 | \$ 1,011,991.60 |
| 2014                      | \$ 443,937.97 | \$ 204,211.46 | \$ 107,654.96 | \$ 15,537.83 | \$ 771,342.21 | 2014                  | \$ 646,483.71   | \$ 240,056.54 | \$ 126,551.55 | \$ 17,830.29 | \$ 1,030,922.09 |
| 2015                      | \$ 450,597.03 | \$ 207,274.64 | \$ 109,269.78 | \$ 15,770.90 | \$ 782,912.35 | 2015                  | \$ 656,180.97   | \$ 246,057.95 | \$ 129,715.34 | \$ 18,276.05 | \$ 1,050,230.31 |
| 2016                      | \$ 457,355.99 | \$ 210,383.76 | \$ 110,908.83 | \$ 16,007.46 | \$ 794,656.03 | 2016                  | \$ 666,023.68   | \$ 252,209.40 | \$ 132,958.22 | \$ 18,732.95 | \$ 1,069,924.25 |
| 2017                      | \$ 464,216.33 | \$ 213,539.51 | \$ 112,572.46 | \$ 16,247.57 | \$ 806,575.87 | 2017                  | \$ 676,014.04   | \$ 258,514.63 | \$ 136,282.18 | \$ 19,201.27 | \$ 1,090,012.12 |
| 2018                      | \$ 471,179.57 | \$ 216,742.60 | \$ 114,261.05 | \$ 16,491.29 | \$ 818,674.51 | 2018                  | \$ 686,154.25   | \$ 264,977.50 | \$ 139,689.23 | \$ 19,681.31 | \$ 1,110,502.29 |
| 2019                      | \$ 478,247.27 | \$ 219,993.74 | \$ 115,974.96 | \$ 16,738.65 | \$ 830,954.63 | 2019                  | \$ 696,446.56   | \$ 271,601.94 | \$ 143,181.46 | \$ 20,173.34 | \$ 1,131,403.30 |
| 2020                      | \$ 485,420.98 | \$ 223,293.65 | \$ 117,714.59 | \$ 16,989.73 | \$ 843,418.95 | 2020                  | \$ 706,893.26   | \$ 278,391.99 | \$ 146,761.00 | \$ 20,677.67 | \$ 1,152,723.92 |
| 2021                      | \$ 492,702.29 | \$ 226,643.05 | \$ 119,480.31 | \$ 17,244.58 | \$ 856,070.23 | 2021                  | \$ 717,496.66   | \$ 285,351.79 | \$ 150,430.02 | \$ 21,194.61 | \$ 1,174,473.08 |
|                           |               |               |               |              |               | 2022                  | \$ 728,259.11   | \$ 292,485.58 | \$ 154,190.78 | \$ 21,724.48 | \$ 1,196,659.94 |
|                           |               |               |               |              |               | 2023                  | \$ 739,183.00   | \$ 299,797.72 | \$ 158,045.54 | \$ 22,267.59 | \$ 1,219,293.85 |
|                           |               |               |               |              |               | 2024                  | \$ 750,270.74   | \$ 307,292.66 | \$ 161,996.68 | \$ 22,824.28 | \$ 1,242,384.37 |
|                           |               |               |               |              |               | 2025                  | \$ 761,524.80   | \$ 314,974.98 | \$ 166,046.60 | \$ 23,394.89 | \$ 1,265,941.27 |
|                           |               |               |               |              |               | 2026                  | \$ 772,947.67   | \$ 322,849.35 | \$ 170,197.77 | \$ 23,979.76 | \$ 1,289,974.55 |
|                           |               |               |               |              |               | 2027                  | \$ 784,541.89   | \$ 330,920.59 | \$ 174,452.71 | \$ 24,579.25 | \$ 1,314,494.44 |
|                           |               |               |               |              |               | 2028                  | \$ 796,310.02   | \$ 339,193.60 | \$ 178,814.03 | \$ 25,193.74 | \$ 1,339,511.38 |
|                           |               |               |               |              |               | 2029                  | \$ 808,254.67   | \$ 347,673.44 | \$ 183,284.38 | \$ 25,823.58 | \$ 1,365,036.07 |
|                           |               |               |               |              |               | 2030                  | \$ 820,378.49   | \$ 356,365.28 | \$ 187,866.49 | \$ 26,469.17 | \$ 1,391,079.42 |
|                           |               |               |               |              |               | 2031                  | \$ 832,684.17   | \$ 365,274.41 | \$ 192,563.15 | \$ 27,130.90 | \$ 1,417,652.62 |
|                           |               |               |               |              |               | 2032                  | \$ 845,174.43   | \$ 374,406.27 | \$ 197,377.23 | \$ 27,809.17 | \$ 1,444,767.10 |
|                           |               |               |               |              |               | 2033                  | \$ 857,852.04   | \$ 383,766.43 | \$ 202,311.66 | \$ 28,504.40 | \$ 1,472,434.53 |
|                           |               |               |               |              |               | 2034                  | \$ 870,719.82   | \$ 393,360.59 | \$ 207,369.45 | \$ 29,217.01 | \$ 1,500,666.87 |
|                           |               |               |               |              |               | 2035                  | \$ 883,780.62   | \$ 403,194.60 | \$ 212,553.69 | \$ 29,947.43 | \$ 1,529,476.35 |
|                           |               |               |               |              |               | 2036                  | \$ 897,037.33   | \$ 413,274.47 | \$ 217,867.53 | \$ 30,696.12 | \$ 1,558,875.45 |
|                           |               |               |               |              |               | 2037                  | \$ 910,492.89   | \$ 423,606.33 | \$ 223,314.22 | \$ 31,463.52 | \$ 1,588,876.96 |
|                           |               |               |               |              |               | 2038                  | \$ 924,150.28   | \$ 434,196.49 | \$ 228,897.07 | \$ 32,250.11 | \$ 1,619,493.96 |
|                           |               |               |               |              |               | 2039                  | \$ 938,012.54   | \$ 445,051.40 | \$ 234,619.50 | \$ 33,056.36 | \$ 1,650,739.80 |
|                           |               |               |               |              |               | 2040                  | \$ 952,082.73   | \$ 456,177.69 | \$ 240,484.99 | \$ 33,882.77 | \$ 1,682,628.17 |
|                           |               |               |               |              |               | 2041                  | \$ 966,363.97   | \$ 467,582.13 | \$ 246,497.11 | \$ 34,729.84 | \$ 1,715,173.05 |
|                           |               |               |               |              |               | 2042                  | \$ 980,859.43   | \$ 479,271.68 | \$ 252,659.54 | \$ 35,598.09 | \$ 1,748,388.74 |
|                           |               |               |               |              |               | 2043                  | \$ 995,572.32   | \$ 491,253.47 | \$ 258,976.03 | \$ 36,488.04 | \$ 1,782,289.86 |
|                           |               |               |               |              |               | 2044                  | \$ 1,010,505.90 | \$ 503,534.81 | \$ 265,450.43 | \$ 37,400.24 | \$ 1,816,891.38 |
|                           |               |               |               |              |               | 2045                  | \$ 1,025,663.49 | \$ 516,123.18 | \$ 272,086.69 | \$ 38,335.25 | \$ 1,852,208.61 |
|                           |               |               |               |              |               | 2046                  | \$ 1,041,048.44 | \$ 529,026.26 | \$ 278,888.86 | \$ 39,293.63 | \$ 1,888,257.19 |
|                           |               |               |               |              |               | 2047                  | \$ 1,056,664.17 | \$ 542,251.92 | \$ 285,861.08 | \$ 40,275.97 | \$ 1,925,053.14 |

331  
10/9

RESOLUTION NUMBER R- 303068

DATE OF FINAL PASSAGE OCT 18 2007

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A 40-YEAR LEASE AGREEMENT WITH SEAFORTH  
SPORTFISHING CORPORATION.

WHEREAS, the Seaforth Sportfishing Corporation is the current Lessee of City-owned property at 1717 Quivira Road, located south-west of the Hyatt Islandia Hotel and Marina in Mission Bay Park; and

WHEREAS, the leasehold comprises approximately 8.995 acres of water and 6.317 acres of land; and

WHEREAS, the original Lease was renewed on May 1, 1981, for a term of 30 years and amended on April 21, 1986 to forty (40) years, in consideration for new percentage rent categories; and

WHEREAS, the Lease is scheduled to expire on April 30, 2021; and

WHEREAS, the current leasehold houses three major operations and the Lessee proposes a phased redevelopment of the entire leasehold; and

WHEREAS, that the final Mitigated Negative Declaration has been reviewed and considered prior to approving the project; and

WHEREAS, the first phase was been completed in 2006, at a cost of \$1,540,000; and

WHEREAS, the second phase will commence in October 2007 and completed in May 2008 at a cost of \$4,000,000; and

WHEREAS, a new 40-year Lease has been negotiated to enable the Lessee to amortize its costs of providing the improvements; and

WHEREAS, the annual minimum rent will increase to \$531,764 from the current minimum rent of \$328,087 and will be adjusted every five (5) years; NOW, THEREFORE,

BE IT RESOLVED, the Mayor is authorized to execute the new 40-year lease agreement with Seaforth Sportfishing Corporation, a California corporation.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

Lease agreement with Seaforth Sportfishing Corporation is on file in the  
By Todd Bradley Office of the City Clerk as Document No. RR-303068.  
Deputy City Attorney

TB:bas  
09/25/07  
Or.Dept:READ  
R-2008-206  
MMS #5101

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 09 2007.

ELIZABETH S. MALAND  
City Clerk

By Jana Richardson  
Deputy City Clerk

Approved: 10-18-07  
(date)

Jerry Sanders  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on October 9, 2007, by the following vote:

**YEAS:** PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHIN,  
MADAFFER, & HUESO.

**NAYS:** FRYE.

**NOT PRESENT:** NONE.

**RECUSED:** NONE.

AUTHENTICATED BY:

**JERRY SANDERS**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

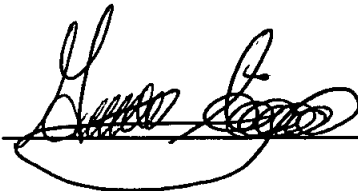
By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
RESOLUTION NO. R-303068, approved by the Mayor of The City of San Diego,  
California on October 18, 2007.

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy