



Real Estate Assets Department
SDC003

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



Confidential

Y

FIRST AMENDMENT TO LEASE AGREEMENT

This amendment is executed by and between the City of San Diego, a municipal corporation, as Lessor (City), and Earl Bishop, hereinafter called Lessee. Heretofore, City and Lessee entered into a lease agreement dated June 9, 1970, a copy of which lease agreement is filed in the Office of the City Clerk as Document 732507; the parties hereto now desire to amend said lease agreement in the manner hereinafter set forth.

Paragraph (A), Demise, is deleted in its entirety and replaced by the following:

(A) Demise

Premises. City hereby leases to Lessee and Lessee leases from City all of that certain real property situated in the City of San Diego, County of San Diego, State of California, outlined in red and described as Parcel 1 in Exhibit "A" attached hereto and by this reference made part of this agreement.

Uses. It is expressly agreed that the premises consisting of approximately 115 acres is leased to Lessee solely and exclusively for the purposes of establishing, operating and maintaining a Grade A dairy plant, the production of avocados and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

Paragraph (C), Rent, is amended by adding the following subparagraphs related to the production of avocados:

3. Commencing March 1, 1992, for the remainder of the term of this agreement, the City shall be paid a minimum rent of Ten Thousand Dollars (\$10,000) per year payable at the rate of Two Thousand Five Hundred Dollars (\$2,500) per quarter or a percentage rent amounting to twenty-five percent (25%) of the annual gross income received or earned from all sources related to the use of the property, whichever is greater. Provided, however, picking and packing costs may be deducted from the gross income prior to computing the rent due the City.
4. The percentage rent shall be reviewed by the City Manager during the month of March 1992 to determine if it differs from that being paid by other City lessees involved in the production of avocados. If so, the City Manager shall adjust the rent accordingly, effective March 1, 1992. If no adjustment in the percentage rent is warranted, Lessee will be given written notice to that effect prior to March 31, 1992.
5. Inspection of Records. Lessee agrees to make any and all records and accounts available to City for inspection at all reasonable times, so that City can determine Lessee's compliance with this

DOCUMENT NO.

RR 272249

OCT 31 1988

FILED

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

DUPLICATE ORIGINAL

lease; these records and accounts will be made available by Lessee at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. Lessee's failure to keep and maintain such records and make them available for inspection by City is a breach of this lease and cause for termination. Lessee shall maintain all such records and accounts for a minimum period of five (5) years.

Regardless of the date this amendment is executed by the City Manager, the effective date of said amendment shall be October 1, 1988.

Nothing herein is intended to modify or alter any other covenants of this lease agreement.

THE CITY OF SAN DIEGO

OCT 31 1988

Date _____

By Jeff A. Washington
ASSISTANT TO THE City Manager

EARL BISHOP

Date 6/20/88

By Earl Bishop

APPROVED AS TO FORM AND LEGALITY THIS 10 DAY OF November, 1988.

JOHN W. WITT, City Attorney

By [Signature]
Deputy City Attorney

WRK:st(62-5)
6-14-88

(R-89-692)

RESOLUTION NUMBER R- **272249**

ADOPTED ON OCT 31 1988

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a First Amendment to Lease Agreement with EARL BISHOP, which amendment establishes, commencing March 1, 1992, a percentage rent of 25%, or an annual minimum rent of \$10,000, whichever is greater, on the annual gross income received or earned from all sources related to the use of 115 acres of leased land in San Pasqual, under the terms and conditions set forth in that First Amendment to Lease Agreement on file in the office of the City Clerk as Document No. RR-**272249**.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
10/03/88
Or.Dept:Prop.
Job:490001
R-89-692
Form=r.none

Passed and adopted by the Council of The City of San Diego on
October 31, 1988 by the following vote:

YEAS: Roberts, McColl, Pratt, Struiksma, McCarty, O'Connor

NAYS: Wolfsheimer

NOT PRESENT: Henderson, Filner

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: ELLEN BOVARD, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- **272249**, passed
and adopted by the Council of The City of San Diego, California
on **OCT 31 1988**.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: *Ellen Bovard*, Deputy



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

ORIGINAL

March 25, 1987

File: Lease - Earl Bishop

OFFICE OF THE
CITY MANAGER
236-6363

Mr. Earl Bishop
Rt. 1 - Box 932
Escondido, CA 92025

Dear Mr. Bishop:

The development plans for converting your leasehold from dairy operations to the production of avocados are approved, subject to your agreeing to the following:

1. The City shall be paid an annual minimum rent of \$10,000.
2. Your lease agreement is to be amended as soon as possible to provide that commencing March 1, 1992 the City shall be paid the minimum rent of \$10,000 per year, or a percentage rent amounting to 25% of the annual gross income received or earned from all sources related to the use of the property, whichever is greater. Picking and packing costs may be deducted from the gross income prior to computing the rent due the City.
3. The percentage rent shall be reviewed by the City Manager during the month of March 1992 to determine if it differs from that being paid by other City lessees involved in the production of avocados. If so, the City Manager shall adjust the rent accordingly, effective March 1, 1992. If no adjustment to the percentage rent is warranted, you shall be given written notification to that effect prior to March 31, 1992.

Very truly yours,

John P. Fowler
Assistant City Manager

JPF:hb

Agreed to this 20th day of April, 1987

Earl Bishop

APPROVED as
to form by JOHN W. WITT, City Attorney

By
Deputy City Attorney

Subject to a 1.14 acre life estate

include as in present Lease permit

N
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