

DUPLICATE ORIGINAL

AMENDMENT

Witman Ranch, Inc.

This amendment is executed by and between the City of San Diego, a municipal corporation, as lessor (CITY), and Witman Ranch, Inc., a California corporation, hereinafter called LESSEE. Heretofore, City approved the assignment of the L. P. Ranches, Inc., lease agreement filed in the Office of the City Clerk as Document R198410, to LESSEE, effective May 1, 1988. The parties hereto now desire to amend said lease agreement in the manner hereafter set forth.

Now therefore CITY and LESSEE agree as follows:

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

- (A) Demise. Subject to all covenants and conditions hereinafter set out, CITY leases to LESSEE and LESSEE leases from CITY, for the purpose of citrus and avocado production and such other general agricultural uses as are approved by the City Manager and for no other uses, those certain premises, together with appurtenances thereto situated in the City of San Diego, described as follows:

All that real property consisting of approximately 130 acres outlined in red on Exhibit A, attached hereto and made a part of this agreement.

Paragraph (B), Term, is changed to read:

- (B) Term. The term of this agreement shall commence November 13, 1969 and terminate December 31, 2016.

Paragraph (C), Rent, is changed by adding Paragraph 4 which reads as follows:

Beginning August 12, 1990, the minimum annual rent shall be Ten Thousand Dollars (\$10,000), which shall be payable to the CITY quarterly in advance on or before the first day of the month beginning each new quarter in equal installments of Two Thousand Five Hundred Dollars (\$2,500) per quarter. Said minimum annual rent shall be credited against the amount of annual rent (percentage rent) due, as determined according to Paragraph C.3.

RECEIVED

JAN 24 1991

PROPERTY DEPT.

DOCUMENT NO. RR-277174
FILED JAN 09 1991
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Paragraph (D)29., Improvement of Channel, is deleted in its entirety and replaced by the following:

- (D)29. Improvements of the Channel. The City of San Diego shall have the sole right to maintain the Santa Ysabel Creek Channel throughout the leased premises. Said maintenance may include widening and deepening the creek channel to the CITY'S satisfaction, removing all excess sand from the channel, stockpiling it along the channel banks and/or removing it from the premises. Sand that is determined by CITY to be excess, may be sold, exported, or otherwise disposed of at the sole discretion of the CITY. All revenues received from the sale of excess sand shall belong solely to the CITY. Anything to the contrary herein notwithstanding, CITY shall not be obligated to provide any channel maintenance whatsoever, and LESSEE agrees to hold the CITY harmless and indemnify CITY for damages resulting from failure to maintain the channel. Further, LESSEE agrees that the CITY may maintain the channel, and, if necessary, widen it to a maximum width of not more than 300 feet, as determined by CITY, without any reduction in rent payable by LESSEE to the CITY; provided, however, if productive farmland is taken in connection with channel maintenance, the rent shall be adjusted by the City Manager to equitably reflect the value of the property taken.

Paragraph (E), Special Provisions, is added to read as follows:

(E) Special Provisions.

1. Potential Construction of Public Hiking, Biking and Riding Trails. LESSEE has been advised and acknowledges that the leased premises are within the focused planning area of the proposed San Dieguito River Valley Park. LESSEE has further been advised and acknowledges that a system of public hiking, biking and riding trails has been proposed for inclusion through the San Dieguito River Valley Park. LESSEE agrees that, in the event such trails are to be constructed through the leased premises that the property needed for such trails may be deleted from the leasehold area subject to 90 days prior written notice from the CITY. The notice of intent to delete the trail area shall include a plat clearly designating the area to be deleted. In the event of such deletion of leasehold area, CITY agrees that the minimum or fixed rent shall be reduced accordingly. In addition, should any fruit trees, crops or leasehold improvements growing in the area taken for trails be damaged or destroyed, CITY agrees LESSEE shall be reimbursed for the value of the trees and/or crops and/or the cost of replacing any improvements in a total amount as reasonably determined by the LESSEE and City Manager. CITY further

agrees that, in the event a portion of leasehold is taken for such trails as described above, the trails shall be fenced as necessary for the reasonable security and/or protection of the remainder of the leased premises. All costs related to the construction and maintenance of trails and security fencing installed on the leasehold shall be the sole responsibility of the City or another public agency or body charged with operating and/or maintaining the San Dieguito River Valley Park.

2. LESSEE Responsibility for Preserving Environmental, Historical and Cultural Resources. LESSEE understands and agrees that, in connection with the establishment of the San Dieguito River Valley Park, sensitive resource sites as well as environmental, historical, and cultural resources may be identified along the proposed trail system or elsewhere on the leased premises. LESSEE agrees that it shall be responsible for protecting such sites and resources to the extent reasonably feasible. Provided, however, if additional measures for protecting the site such as fencing are required, the installation and maintenance costs involved shall be the sole responsibility of the City or another public agency or body charged with operating and/or maintaining the San Dieguito River Valley Park.
3. Public Access to Trails and/or Environmental, Historical, and Cultural Resource Sites. LESSEE has been advised and acknowledges that public access may be required through the leased premises to access hiking, biking, and riding trails constructed on the property. Also, such public access may be necessary for viewing environmental, historical, and/or cultural resources sites located on the leasehold. In this event the property needed for public access may be deleted from the leasehold area upon 90-day prior written notice from the CITY. Said notice of intent to delete the public access area shall include a plat clearly designating the property to be deleted. In the event of such deletion of leasehold area, CITY agrees that the minimum or fixed rent shall be reduced accordingly. In addition, should any fruit trees, crops or leasehold improvements in the area taken for public access be damaged or destroyed, CITY agrees LESSEE shall be reimbursed for the value of the trees and/or crops and/or the cost of replacing any improvements in a total amount as reasonably determined by the LESSEE and City Manager. CITY further agrees that, in the event a portion of the leasehold is taken for such public access as described above, said public access shall be fenced as necessary for the reasonable security and/or protection of the remainder of the leased premises. All costs related to the construction and maintenance of the security fencing shall be the responsibility of the City or another public agency or body charged with operating and/or maintaining the San Dieguito River Valley Park.

Passed and adopted by the Council of The City of San Diego on JAN 09 1991 by the following vote:

YEAS: Wolfsheimer, Hartley, Pratt, Bernhardt, Henderson, McCarty,
Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: Roberts.

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: Linda Lugano, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 277174, passed and adopted by the Council of The City of San Diego, California
on JAN 09 1991.

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

(SEAL)

By: *Linda Lugano*, Deputy

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

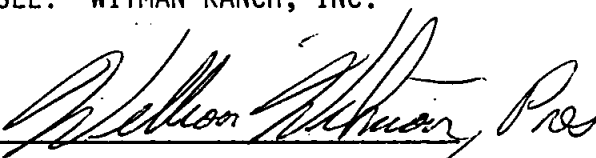
CITY OF SAN DIEGO

Date JAN 17 1991

By 
Property Director

LESSEE: WITMAN RANCH, INC.

Date 1-25-90, 1991

By  Pres

APPROVED AS TO FORM AND LEGALITY THIS 22 DAY OF January, 1991.

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

DUPLICATE ORIGINAL

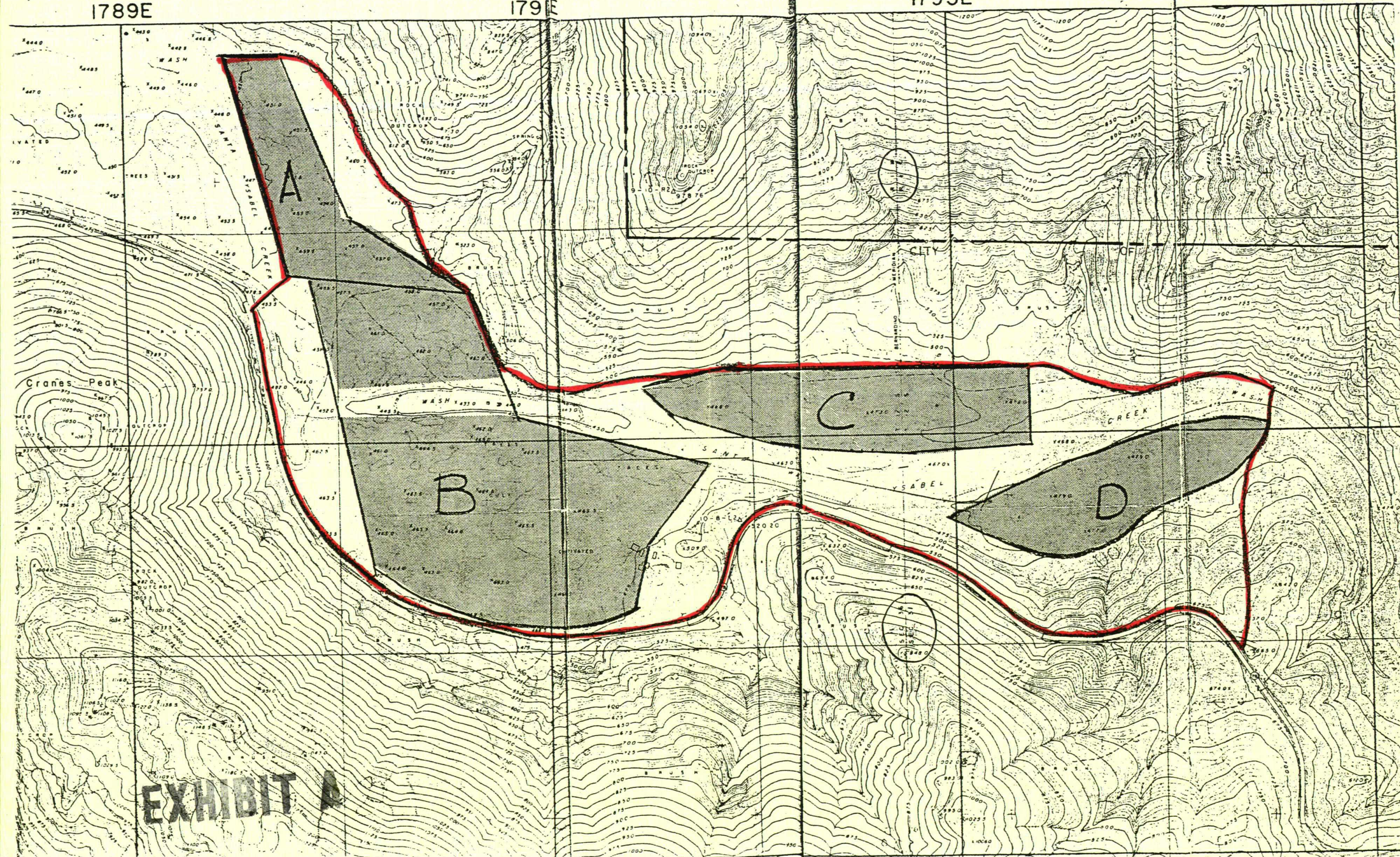
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1-22-90

1789E

179E

1793E

1795E



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JAN 17 1991

PROPERTY DEPT.

130 acre parcel

Property 51-A

(R-90-1359)

RESOLUTION NUMBER R-

277174

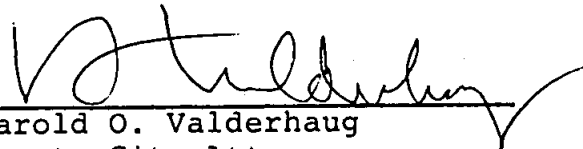
ADOPTED ON JAN 09 1991

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, an amendment to the lease agreement with WITMAN RANCH, INC., a California corporation, which amendment extends the term of the lease agreement to December 31, 2016, and increases the minimum annual rent to \$10,000, for 130 acres in San Pasqual Valley, under the terms and conditions set forth in that amendment to lease agreement on file in the office of the City Clerk as Document No.

RR- 277174.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
02/21/90
Or.Dept:Prop.
Job:490001
R-90-1359
Form=r.none

Passed and adopted by the Council of The City of San Diego on JAN 09 1991 by the following vote:

YEAS: Wolfsheimer, Hartley, Pratt, Bernhardt, Henderson, McCarty,
Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: Roberts.

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: Linda Lugano, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 277174, passed and adopted by the Council of The City of San Diego, California
on JAN 09 1991.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Linda Lugano, Deputy