

**FIFTH AMENDMENT TO PERCENTAGE RENT LEASE AGREEMENT
CITY OF SAN DIEGO AND SLOOP & WITMAN**

This Fifth Amendment to Percentage Rent Lease [Fifth Amendment] is entered into between the CITY OF SAN DIEGO [CITY] and SLOOP & WITMAN, a Partnership [LESSEE] with reference to the following Recitals:

Recitals

- A. WHEREAS, CITY and LESSEE entered into a Percentage Rent Lease filed January 10, 1966, in the Office of the City Clerk as Document No. 694595, which was subsequently amended as reflected in Document Nos. 704665, 736554, RR-267331, and RR-276139 [Lease]; and
- B. WHEREAS, pursuant to the terms of the Lease, LESSEE currently occupies approximately 154 acres of Section 35 (Portion), T12S, R1W, as shown on Exhibit A of the Lease; and
- C. WHEREAS, Section (D), Covenants and Conditions, Paragraph 10, Reservation for City Use, of the Lease permits CITY to establish and use rights-of-way on the leased premises as it may deem advisable for the public good; and
- D. WHEREAS, if CITY action reduces the net usable acreage of the premises, Section (D) Covenants and Conditions, Paragraph 10, Reservation for City Use, of the Lease requires the minimum yearly rent to be proportionately reduced; and
- E. WHEREAS, CITY has determined that approximately one-half of an acre of LESSEE's leasehold is needed for system of public hiking, biking, and riding trails for the San Dieguito River Valley Park (Trail System); and
- F. WHEREAS, pursuant to Section (C), Rent of the Lease, the current annual minimum rent for the leasehold is \$2,500 per quarter; and
- G. WHEREAS, the San Dieguito River Park Joint Powers Authority, which will be responsible for the operation and maintenance of the trail system, and LESSEE have reached an

agreement with respect to the operation of the trail system, a copy of which is attached hereto and incorporated herein as Exhibit "B."

NOW, THEREFORE, in consideration of the above Recitals and the mutual obligations of the Parties as herein expressed, CITY and LESSEE agree as follows:

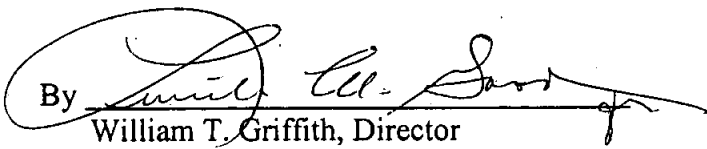
1. The second paragraph of Section (A), DEMISE, and Exhibit A of the Lease are deleted in their entirety and the following is substituted therefor: "All that real property designated in green outline on Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference." Exhibit "A" depicts the 8' wide trail for a length of 1,810'.
2. Pursuant to Section (D) Covenants and Conditions, Paragraph 10, Reservation for City Use, of the Lease, effective September 1, 2000, the annual minimum rent for the leasehold shall be reduced by \$21.43 to \$9,978.57 (.33 acre x \$64.93 per acre).
3. Nothing in this Fifth Amendment is intended to modify or alter any other terms of the Lease. All other terms and conditions of the Lease shall remain in full force and effect.
4. This First Amendment shall be effective on September 1, 2000.

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

CITY OF SAN DIEGO

Date 11-9-00

By

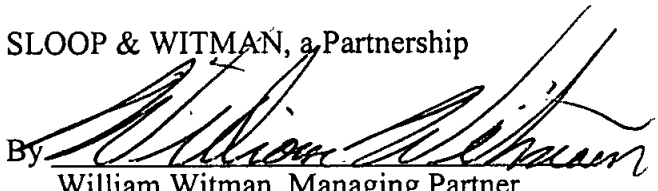

William T. Griffith, Director
Real Estate Assets Department

SLOOP & WITMAN, a Partnership

Date

11-7-00

By


William Witman, Managing Partner

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

Date 11/15/00

By 
Deputy City Attorney

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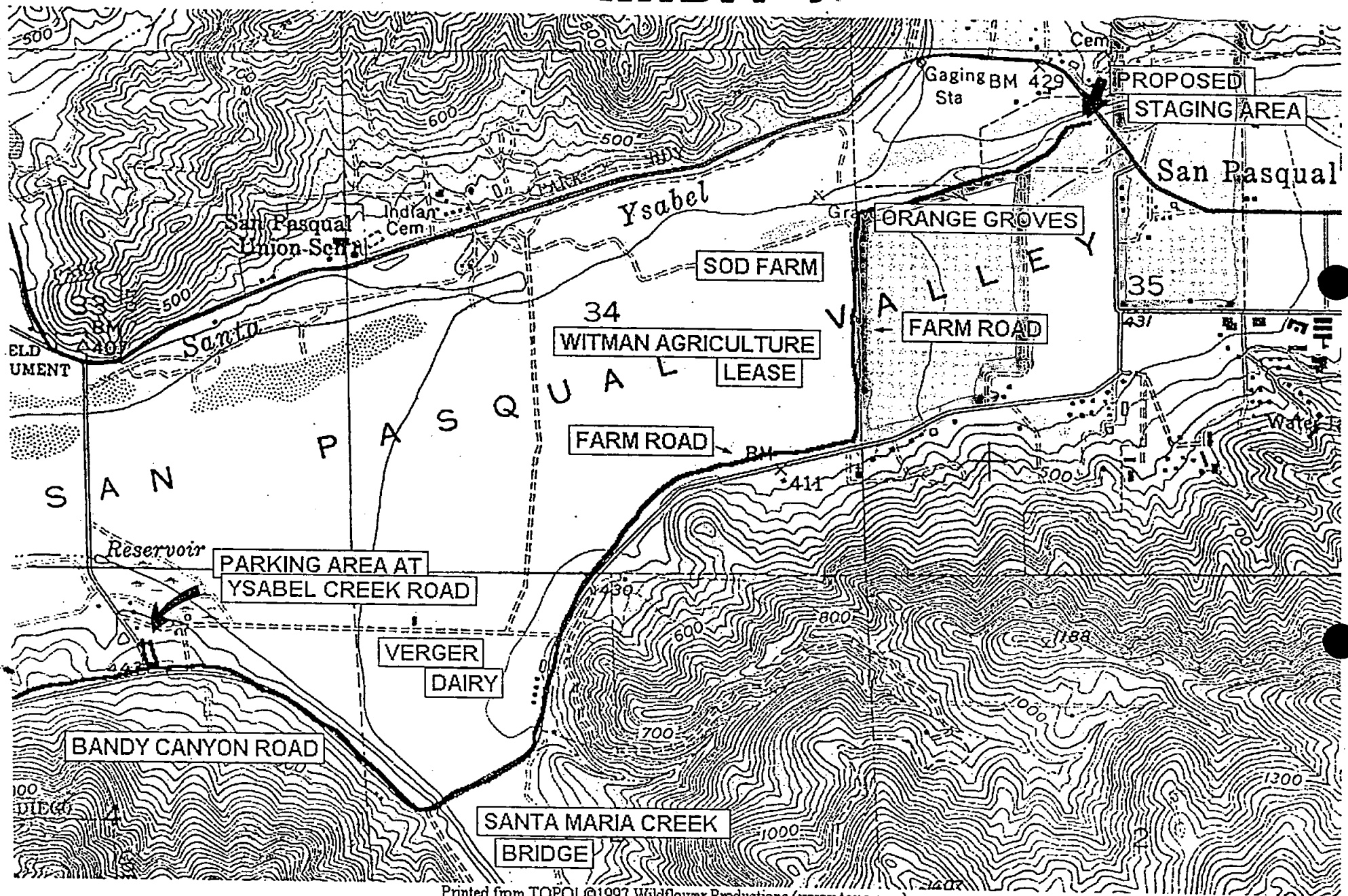


EXHIBIT B

AGREEMENT BETWEEN SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY AND WITMAN RANCH/SLOOP & WITMAN, CITY OF SAN DIEGO LEASEHOLDER, WITH RESPECT TO MULE HILL/SAN PASQUAL VALLEY TRAIL

The San Dieguito River Park Joint Powers Authority acknowledges that agriculture is a pre-existing condition in the San Pasqual Valley and that conflicts could result from introduction of trail users onto the Mule Hill/San Pasqual Valley Trail. Consequently, the following agreement has been developed to address concerns raised by the leaseholder. All distances cited herein are approximate.

- The trail will leave the shoulder of Bandy Canyon Road just to the east of the existing gate where the palm trees are located. JPA will install a trail gate. The trail will be six-foot-wide and stay close to the road right-of-way in order to leave maximum clearance for farm vehicles. Placement of the trail will leave a clearance of 15 feet between the fence and the palm trees. JPA will install a 5-foot-high wire mesh fence between the trail and the trees, a distance of 1,400 feet.
- At the end of the palm trees, the trail, now eight-foot-wide, will continue eastward, staying within or at the edge of the road right-of-way, with a five-foot-high wire mesh fence installed by the JPA between the farmed area and the trail. JPA will install a gate at the truck entrance on Bandy Canyon Road (located 1,200 feet west of the orange grove). The gate will remain open unless the trail has to be closed during pesticide spraying, at which time Park Rangers or other designees will close and lock the gate. (The locks can be opened by the agricultural lessee or his operators at any time).
- At the junction with the orange grove, the trail will turn north toward the river for a distance of 2,100 feet. For this length the trail will go between the sod farm and the orange grove. This section of the trail will be 8 feet wide. JPA will install five-foot-high wire mesh fencing on both sides of the trail. The location of the trail will be in the middle of the existing dirt area so as to leave adequate clearance for farm equipment on both sides of the trail (at least 14 feet on the east side). As it heads north, the trail will be located on the west side of the ditch, designed not to impact the water pump. In this section the trail will be graded to conform to the existing grading so as not to change the drainage flow.
- Near the river the trail will turn east, cross the ditch via a simple trail bridge that does not impede water flow, and go along the edge of the orange grove for a distance of 2,400 feet. In this area the trail will be six feet wide, and will be aligned as close to the river as possible. Proposed fencing is a five-foot-high wire mesh fence. Nevertheless, up to 20 orange trees will have to be removed. JPA agrees to reimburse the lessee for the orange trees, at the total value proposed by the lessee of \$300 per tree. Criteria for removing a tree is whenever the distance from the edge of the trail to the trunk of the tree is less than 20 feet.
- JPA will utilize that portion of the large lot adjacent to Highway 78 and Bandy Canyon Road that does not interfere with your use of the property, as a staging area/trailhead. Access will be via a new gate just north of the existing road gate. Signage and fencing will direct vehicles toward the parking/staging area. JPA will install four strand barbed wire fencing on the westward side of the area traversed by cars/rigs arriving at the staging area. Two gates will be installed for the lessee's use. The parking/staging area will be demarcated with signage and lodgepole fencing such as is used at our Highland Valley Trail staging area. A unisex portable toilet will be located in the staging area.

- JPA will install interpretive signage about the crops grown in this area, with the lessee's input.
- JPA will provide indemnity to the Witman leasehold from potential lawsuits by trail users, per separate policy.
- JPA will name the Witman leasehold as an additional insured on the JPA's liability insurance policy.
- To minimize opportunities for theft of produce, JPA will close the Hwy 78/Bandy Canyon trailhead at night, install bollards at key trail access points to prevent entry by motor vehicles, and regularly patrol the trail with our Volunteer Patrol.
- JPA will place signage at the trailhead warning that theft of produce is a crime and will be prosecuted. Signage will also warn against drinking non-potable irrigation water.
- JPA will close the trail to trail users when notified by the lessee per an agreed upon Protocol for Trail Closure. Please notify JPA at (858) 674-2270 when you will be spraying with any "restricted" chemical with permit conditions that require closure, whenever you will be doing an aerial application, and at any other time at your discretion that you believe the trail should be closed during a spraying application.
- JPA recognizes that the trail crosses agricultural pipe lines in some places, therefore in those locations the trail may be impacted in the future if you or your operators need to maintain or repair the pipes.
- JPA will install NO PARKING signs within 100 feet of gates and at places other than the trailheads or designated parking areas which could be used by persons intending to access the trail.
- JPA's Senior Ranger will work with the lessee to make sure that any additional details of the trail and fence and gate placement are carefully designed and thought-out before construction begins. JPA recognizes that additional gates may be needed, or have to be relocated.
- JPA will seek to have the speed limit reduced on Bandy Canyon Road.
- JPA will support the City maintaining Ysabel Creek Road as a usable road on a year-round basis.
- JPA encourages the Witman leasehold to consider establishing a produce stall, perhaps at the staging area, for potential sales to trail users, subject to approval by the City of San Diego.

THE FOREGOING IS AGREED AND ACCEPTED AS STATED ABOVE:

Matt Witman
WITMAN RANCH

9-25-00
DATE

William Sloop
SLOOP AND WITMAN

9-25-00
DATE

SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY

By: Dick Bobatz
Name

Exec. Dir.
Title

8-11-00
DATE

FOURTH AMENDMENT TO LEASE AGREEMENT

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, to amend the original lease agreement between the parties filed as Document 694595 in the Office of the City Clerk, as follows:

Paragraph (A) Demise: Exhibit A of the lease agreement is hereby deleted and replaced with a new Exhibit A, a copy of which is attached to this amendment and incorporated herein. An exact legal description of the premises containing three parcels totalling approximately 154 acres will be attached subsequent to this amendment and marked Exhibit A.1.

NOTHING HEREIN is intended to modify or alter any other covenants of this Lease Agreement.

CITY OF SAN DIEGO

Date:

May 18, 1990

By:

William Witman, Pres.

LESSEE Witman Ranch, Inc.,
a California Corporation

Date:

JUL 16 1990

By:

J. T. Jones
Property Director

APPROVED as

to form by JOHN W. WITT, City Attorney

By:

[Signature]
Deputy City Attorney

DOCUMENT NO. RR-276139

FILED JUL 16 1990
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

AGREEMENT

DUPLICATE ORIGINAL

WHEREAS, the State of California seeks to acquire certain improvements consisting of orange trees and an eight-inch irrigation pipeline located at Highway 78 and Bandy Canyon Road, San Pasqual Valley; and

WHEREAS the State of California, and the owners of said improvements, the City of San Diego, as LESSOR and William Witman of Sloop and Witman as LESSEE, have negotiated a sale of said improvements. Now, therefore, it is understood and agreed between the undersigned that all proceeds received from the State of California for said improvements shall be shared as follows:

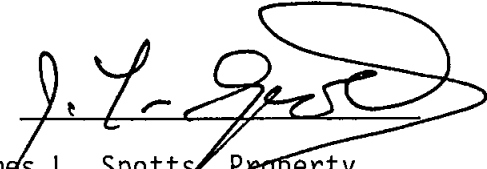
City of San Diego (LESSOR): 25 percent

William Witman - Sloop & Witman (LESSEE): 75 percent

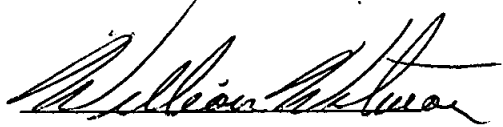
The State of California agrees to pay all proceeds for the improvements to the City of San Diego which, in turn, shall disperse 75 percent of the total to William Witman.

CITY OF SAN DIEGO

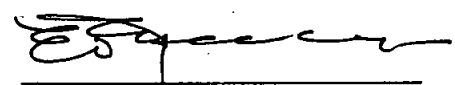
Date: JUNE 6, 1990

By: 
James L. Spotts, Property
Director, for the City Manager

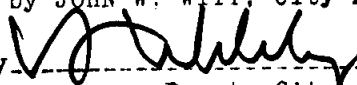
Date: MAY 18, 1990

By: 
William Witman, President
Sloop and Witman

Date: MAY 31, 1990

By: 
State of California

WRK:smo
5-8-90

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

R276139

(R-90-2273)

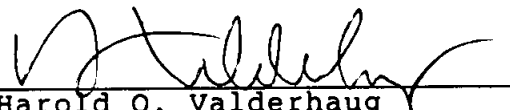
RESOLUTION NUMBER R-276139

ADOPTED ON JUL 16 1990

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 fourth amendment to lease agreement with WITMAN RANCH, INC., a California corporation, which amendment deletes approximately 0.5 acres from the approximately 155-acre San Pasqual leasehold, under the terms and conditions set forth in that fourth amendment to lease agreement on file in the office of the City Clerk as Document No.

RR- 276139 .

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
06/22/90
Or.Dept:Prop.
Job:490001
R-90-2273
Form=r-t

Passed and adopted by the Council of The City of San Diego on
JUL 16 1990 by the following vote:

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

NAYS: None.

NOT PRESENT: Hartley, McCarty.

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: RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 276139, passed
and adopted by the Council of The City of San Diego, California
on **JUL 16 1990**.

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

(SEAL)

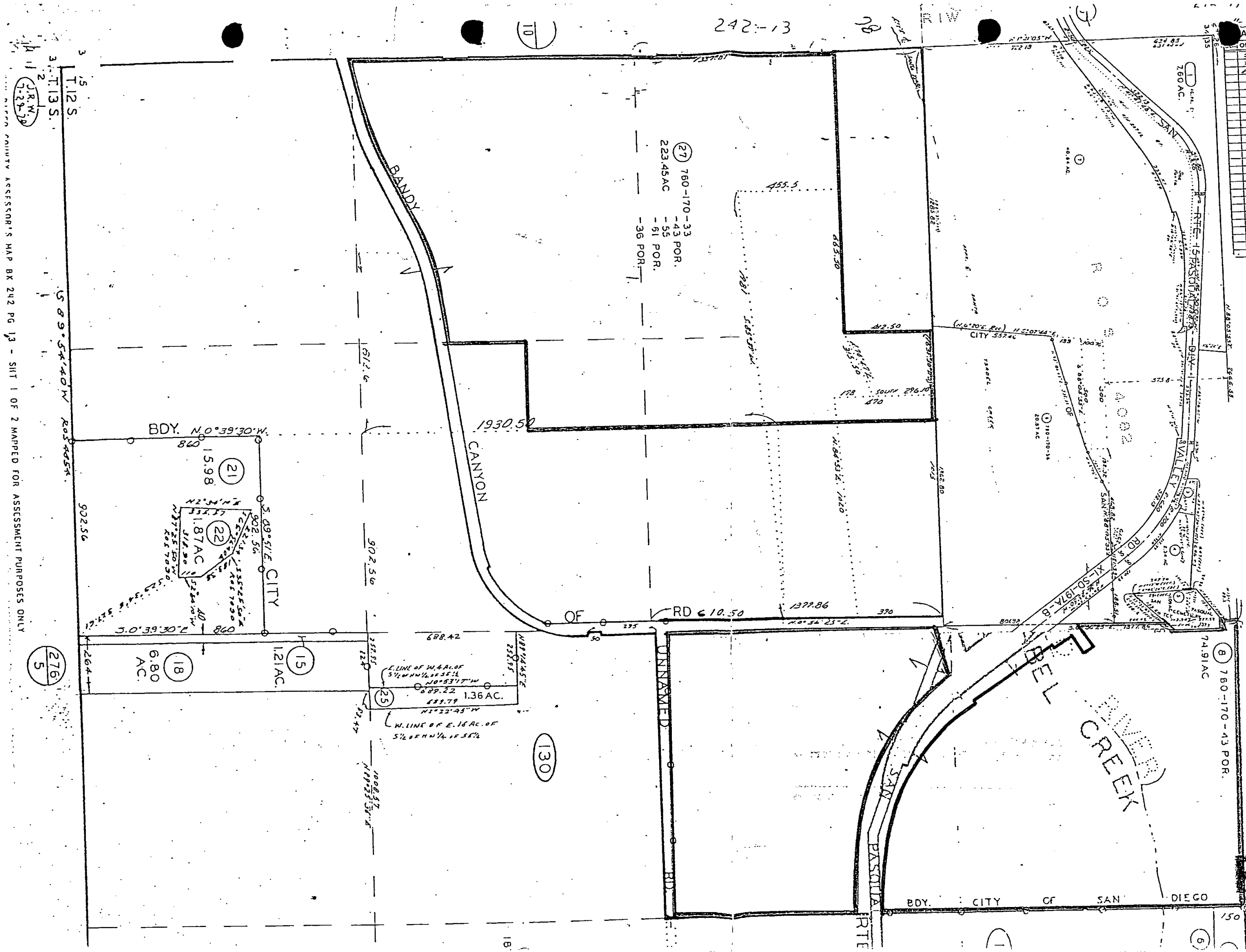
By: *Rhonda R. Barnes*, Deputy

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ORIGINAL
NO 00

EXHIBIT A





THE CITY OF

SAN DIEGO

PROPERTY DEPARTMENT, MAIL STATION 51-A

SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101

TELEPHONE: (619) 236-6020

December 24, 1986

File: Lease - Sloop & Witman

Mr. William Witman, President
Sloop and Witman
P.O. Box 1959
Escondido, CA 92025

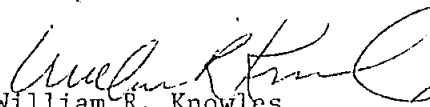
Dear Mr. Witman:

Attached is an unexecuted duplicate-original copy of the 3rd amendment to your lease agreement, Document No. 694595, which was approved by the City Council December 15, 1986. The amendment extends the term 30 years and increases the annual minimum rent to \$10,000, effective January 1, 1987. As soon as the amendment has been executed by the City Manager, you will receive a fully-executed, duplicate-original copy.

You have already been invoiced for the 1st quarter's rent 1987 at the old rate of \$1,500. Please remit a check for this amount, plus \$1,000, for a total of \$2,500 on or before January 1, 1987. The \$1,000 is the difference between the old and new rent, invoice attached. This will make your rent current. Hereafter you will be invoiced approximately 30 days before the first day of each new quarter for the proper amount.

If you have any questions regarding this matter, please call me at 236-5548.

Very truly yours,


William R. Knowles
Agricultural Lease Manager

WRK:hb
Attachments

cc: Susan Drake
✓ Linda Ruiz

COPY

DOCUMENT NO. RR-267331-3

FILED DEC 15 1986

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

DUPLICATE ORIGINAL

155 acres

SLOOP & WITMAN

Third Amendment to Lease Agreement

This Third Amendment to Lease Agreement is executed by and between the City of San Diego, a municipal corporation, herein called City, and Sloop and Witman, a partnership consisting of William Witman and Gordon Sloop, hereinafter called Lessee, to amend the original lease agreement between the parties filed as Document 694595 in the Office of the City Clerk, as follows:

Section (B), Term, is deleted in its entirety and replaced by the following:

(B) Term: The term of shall be thirty (30) years beginning January 1, 1987 and ending December 31, 2016.

Section (C), Rent, is amended as follows:

Paragraph 1 as amended by the First Amendment to said lease agreement is deleted in its entirety.

Paragraph 2 is deleted in its entirety.

Paragraph 3 as amended by the Second Amendment to this lease agreement is deleted in its entirety and replaced by the following:

Beginning January 1, 1987, for the remainder of the term of this agreement, the rent shall be Twenty-five Percent (25%) of Lessee's gross income as defined in Section (D), Paragraph 2, Gross Income and Records, payable yearly in arrears not later than thirty (30) days following the end of each calendar year of said term. Provided, however, said rent shall not be less than a minimum annual rent of Ten Thousand Dollars (\$10,000), which minimum annual rent shall be payable quarterly in advance in equal installments of Two Thousand Five Hundred Dollars (\$2,500) each on or before the 1st day of each new quarter.

DUPLICATE ORIGINAL

Nothing herein is intended to modify or alter any other covenants of this Lease Agreement.

The City of San Diego

Date DEC 15 1986

By Daryl Murphy
ASSISTANT TO THE City Manager

Sloop & Witman

Date 12-10-86

By Henry W. Witman

Approval as to form and
legality this 20 day of
January 1987.

By [Signature]
Deputy City Attorney

WRK:st(108-1)
10-29-86

54086
LEAS
CLERK'S FILE COPY

(R-87-1236)

RESOLUTION NUMBER R- 267331

ADOPTED ON DEC 15 1986

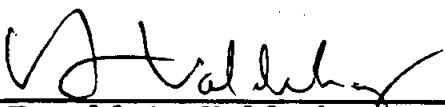
BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, the following lease documents:

1. First Amendment to SLOOP AND WITMAN lease agreement, Document No. 713434;
2. Second Amendment to SLOOP AND WITMAN lease agreement, Document No. 721611; and
3. Third Amendment to SLOOP AND WITMAN lease agreement, Document No. 694595;

all located in San Pasqual Valley, under the terms and conditions set forth in those lease amendments on file in the office of the City Clerk as Document Nos. RR- 267331-1, RR- 267331-2 and RR- 267331-3

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
12/11/86
Or.Dept:Prop.
Job:490001
R-87-1236
Form=r.none

(R-87-1236)

RESOLUTION NUMBER R- 267331

ADOPTED ON DEC 15 1986

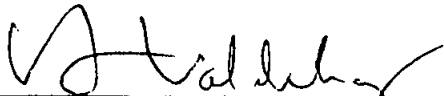
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APPROVED: JOHN W. WITT, City Attorney

By



Harold O. Valderhaug
Deputy City Attorney

HOV:ps
12/11/86
Or.Dept:Prop.
Job:490001
R-87-1236
Form=r.none

Passed and adopted by the Council of The City of San Diego on

DEC 15 1986

by the following vote:

YEAS: Wolfsheimer, Cleator, McColl, Jones, Struiksma, Gotch,
McCarty, Ballesteros, O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Deigo, California

By JUNE A. BLACKNELL

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 267331 passed and

adopted by the Council of The City of San Deigo, California, on

DEC 15 1986

CHARLES G. ABDELNOUR

City Clerk of The City of San Deigo, California

(SEAL)

By *June A. Blacknell*

Deputy

PROPERTY DEPARTMENT

SECOND AMENDMENT TO LEASE AGREEMENT

DOCUMENT NO. 736554
JUL 15 1971
FILED

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

THIS AGREEMENT, executed this 1st day of July
by and between THE CITY OF SAN DIEGO, a municipal corporation, (CITY), and
SLOOP & WITMAN, (LESSEE), WITNESSETH:

WHEREAS, by Lease Agreement executed December 30, 1965, filed as Document No.
694595 in the Office of the City Clerk, City leased to LESSEE certain real
property in San Pasqual Valley, more particularly described in said Lease
Agreement; and,

WHEREAS, the parties now desire to amend said Lease Agreement to 1) add ten (10)
acres to the lease premises, and 2) increase the rental in proportion to the
additional premises;

NOW, THEREFORE, CITY and LESSEE hereby agree:

1. The premises set forth in EXHIBIT A of said Lease Agreement shall be increased
by adding thereto the following described ten-acre parcel of land which parcel
shall hereafter be referred to as "Parcel 3" of said Lease Agreement.

The South 330.0 feet of the Southwest Quarter of the
Northeast Quarter of Section 35, Township 12 South,
Range 1 West, S. B. B. & M.

2. Section (C)-3 of said Lease Agreement is hereby deleted in its entirety and
the following substituted therefor:

"3. Beginning January 1, 1970, for the remainder of said term, the rent shall
be TWENTY-FIVE PERCENT (25%) of LESSEE'S gross income, as defined in Section
(D) 2, derived from all crops produced on said premises, payable to City
yearly in arrears, not later than thirty (30) days following each calendar

year during which such income is received by LESSEE, PROVIDED, such rent shall not be less than the minimum yearly rent applicable to each year following January 1, 1970, which minimum rent is hereby established as follows:

For the period beginning January 1, 1970, through June 30, 1971, the minimum rent shall be FIFTY DOLLARS (\$50.00) per planted acre per year determined as of January 1 of each year, or SIX THOUSAND DOLLARS (\$6,000.00) per year, whichever is greater. Beginning July 1, 1971 and for the remainder of said term the minimum rent shall be FIFTY DOLLARS (\$50.00) per planted acre per year or SIXTY-FIVE HUNDRED DOLLARS (\$6,500.00) per year, whichever is greater. LESSEE agrees to pay said minimum yearly rents in equal installments, quarterly in advance, not later than ten (10) days following the first day of each quarter."

3. This Second Amendment to Lease Agreement shall be effective upon June 1, 1971.
4. Nothing herein is intended to alter or amend any other covenant or condition of said Lease Agreement.

THE CITY OF SAN DIEGO

Date JUL 1 - 1971

By R. E. Graham
ASSISTANT TO THE City Manager

LESSEE

Ken W. Wilkins III
Thos Paul S. Slaps
Gordon Douvan Slaps

APPROVED as to form and legality this 24th day of June, 1971.

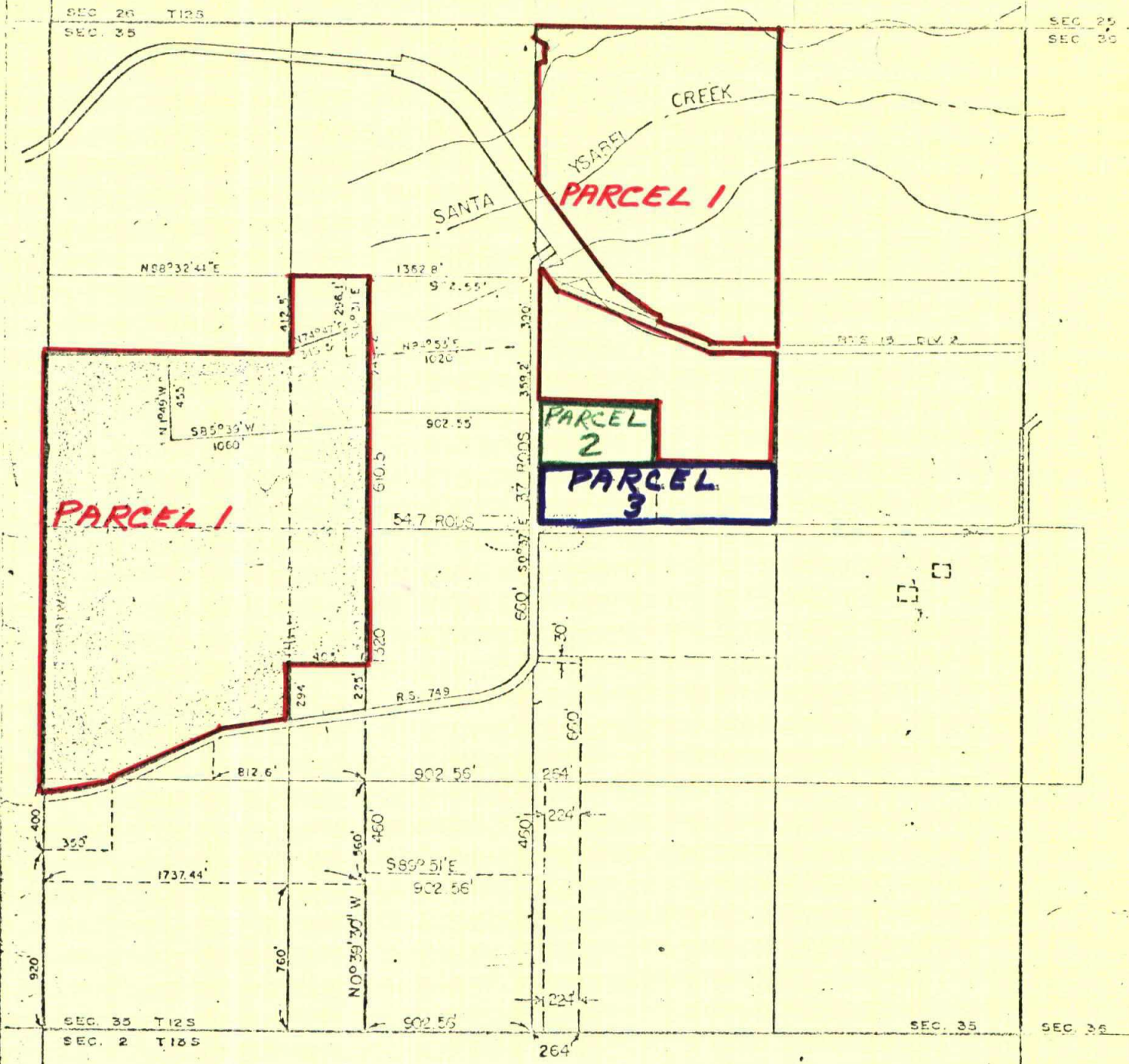
JOHN W. WITT, City Attorney

By Larry E. Marshall
Deputy

FE:ar
4-19-71

202068

JUL 1 1971



SUBJECT LEASE =

SEC. 35 (Portion), T12S, R1W

ROS 4654

PROPERTY DIVISION
12-26-63 RAO
SCALE 1" = 800'

RESOLUTION No. 203068

Adopted on JUL 1 1971

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

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, a Second Amendment to Lease Agreement with SLOOP & WITMAN, as lessee, amending that certain Lease Agreement between the parties which is on file in the office of the City Clerk as Document No. 694595, as amended, for the leasing of City-owned land in San Pasqual Valley to (1) add ten (10) acres to the leased premises and (2) increase the minimum annual rent from \$6,000.00 to \$6,500.00, under the terms and conditions set forth in the form of Second Amendment to Lease Agreement, on file in the office of the City Clerk as Document No. 736430.

APPROVED: JOHN W. WITT, City Attorney

By Larry L. Marshall
Larry L. Marshall, Deputy

rb/6-23-71

JUL 1 1971

Passed and adopted by The Council of The City of San Diego on _____
by the following vote:

Councilmen	Yeas	Nays	Excused	Absent
Helen Cobb	☒	☐	☐	☐
Sam T. Loftin	☒	☐	☐	☐
Henry L. Landt	☒	☐	☐	☐
Leon L. Williams	☒	☐	☐	☐
Floyd L. Morrow	☒	☐	☐	☐
Bob Martinet	☐	☐	☐	☒
Allen Hitch	☒	☐	☐	☐
Mike Schaefer	☐	☐	☐	☒
Mayor Frank Curran	☒	☐	☐	☐

I HEREBY CERTIFY that the above and AUTHENTICATED BY:
foregoing is a full, true and correct

Copy of RESOLUTION No. 203068
The City of San Diego, California
Passed and adopted by the Council of
said City JUL 1 1971

EDWARD NIELSEN, City Clerk

By Elfa Z. Hamel
Deputy

FRANK CURRAN

Mayor of The City of San Diego, California.

EDWARD NIELSEN

JOHN LOCKWOOD

City Clerk of The City of San Diego, California.

By Elfa Z. Hamel
Deputy.

736554

DOCUMENT NO. _____

FILED _____ JUL 15 1971 _____

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(Lease)

2nd Amendment to Agreement Leasing to Sloop & Witman por
City-owned land in San Pasqual Valley - add ten acres to
leased premises and increase minimum annual rent from
\$6,000 to \$6,500

cc: / Aud 3C

R-203068

7-1-71

✓ County Assessor - BB

✓ Property - 5A

✓ Utilities Director - 9B

✓ Farm Mgr - c/o Property - 5A

✓ Dup Orig to Property - 5A for transmittal

7-15-71

RK

FILED OCT 13 1966OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIAFIRST AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT, executed this 4 day of October, 1966, by and between THE CITY OF SAN DIEGO, a municipal corporation (CITY), and SLOOP & WITMAN (LESSEE), WITNESSETH:

WHEREAS, by Lease Agreement executed December 30, 1965, filed as Document No. 694595 in the Office of the City Clerk, CITY leased to LESSEE certain real property in San Pasqual Valley, more particularly described in said Lease Agreement; and,

WHEREAS, the parties now desire to amend said Lease Agreement to 1) add five (5) acres to the lease premises, 2) increase the rental in proportion to the additional premises, and 3) provide for additional land improvements to be performed by LESSEE in return for specified credits against cash rents due CITY from LESSEE;

NOW, THEREFORE, CITY and LESSEE hereby agree:

1. The premises set forth in EXHIBIT A of said Lease Agreement shall be increased by adding thereto the following described five-acre parcel of land which parcel shall hereafter be referred to as "Parcel 2" of said Lease Agreement:

The North 330.0 feet of the South 660.0 feet (measured along the East and West lines) of the West Half of the Southwest Quarter of the Northeast Quarter of Section 35, Township 12 South, Range 1 West, S.B.B. & M.

2. Section (C) - 1 of said Lease Agreement is hereby deleted in entirety and the following substituted therefor:

"1. For the first three (3) years of said term the rent shall be THREE THOUSAND DOLLARS (\$3,000.00) per year, payable in installments of SEVEN HUNDRED FIFTY DOLLARS (\$750.00)

quarterly in advance, not later than ten (10) days following the first day of each quarter; provided however, upon the date of execution of this amendment, said rent shall be THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) per year payable in installments of EIGHT HUNDRED DOLLARS (\$800.00) quarterly in advance, prorated from said date of execution hereof to the expiration of the first three (3) years of said term;"

3. In addition to the existing provisions of Section (D)-24 "AUTHORIZED IMPROVEMENTS AND RENT CREDITS" of said Lease Agreement, LESSEE shall be allowed credits against rent due CITY according to the following schedule for the performance by LESSEE of the additional improvements specified herein; such credits shall accrue upon completion of said improvements by LESSEE to the satisfaction of the City Manager of CITY:

- (a) Land clearing and leveling of entire Parcel 2. Maximum credit allowed: Actual cost or \$135.00, whichever is less;
- (b) Installation of a permanent irrigation water distribution to serve all of said Parcel 2. Maximum credit allowed: Actual cost or \$1,300.00, whichever is less.

Upon verification and approval by CITY of the aforesaid improvements and of LESSEE'S expenditures therefor, the rent payments due by LESSEE to CITY shall be credited by an amount equal to such approved expenditures; provided however, that such rent credits, pursuant to this provision, shall in no case exceed a total credit of \$1,435.00. Any cost or expenses of said improvements in excess of said total amount of \$1,435.00 shall be borne and paid by LESSEE and shall not be deductible from, nor credited against rent payments due CITY from LESSEE. All improvements completed in accordance with this provision shall be and remain the property of CITY.

4. This First Amendment to Lease Agreement shall be effective upon the date of execution hereof by CITY.
5. Nothing herein is intended to alter or amend any other covenant or condition of said Lease Agreement.

THE CITY OF SAN DIEGO

By L. H. Moore 10/4/66
assistant to City Manager Date

LESSEE:

Henry William Wilfong III

Paul Sharp

Gordon J. Sharp
Gordon Donnan Sharp

APPROVED as to form and legality this 26th day of Sept, 1966.

EDWARD T. BUTLER, City Attorney

By James McHewen, Jr.

PROP.

RESOLUTION No. 188485

ADOPTED ON OCT 4-1966

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

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City a First Amendment to Lease Agreement with SLOOP & WITMAN, as Lessee, lessing certain City-owned property in San Pasqual Valley for citrus purposes to (1) add five (5) acres to the leased premises, (2) increase the rental in proportion to the additional premises, and (3) provide for additional land improvements to be performed by Lessee in return for specified credits against cash rents due City from Lessee, under the terms and conditions set forth in the form of First Amendment to Lease Agreement, on file in the office of the City Clerk as Document No. 704412.

APPROVED: EDWARD T. BUTLER, City Attorney

rb/9-26-66 By James P. McGowan, Jr., Deputy