

COPY

DOCUMENT NO. *RR-2673312*

FILED DEC 15 1986

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

DUPLICATE ORIGINAL

33 acres

SLOOP & WITMAN

Second Amendment to Lease Agreement

This Second 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 721611 in the Office of the City Clerk, as follows:

1. 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.

2. Section (C) Rent is amended as follows:

Paragraph 1 is deleted in its entirety.

Paragraph 2 is deleted in its entirety and replaced by the following:

2. 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 Five Thousand Dollars (\$5,000); which minimum annual rent shall be payable quarterly in advance in equal installments of Twelve Hundred Fifty Dollars (\$1,250) each, on or before the 1st day of each 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 Kugler
ASSISTANT TO THE City Manager

Lessee

Date 12-10-86

By Roy W. Witman
Sloop & 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

(R-87-1236)

RESOLUTION NUMBER R- 267331

ADOPTED ON DEC 15 1986

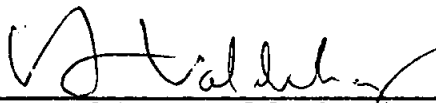
BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, the following lease documents:

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

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

DOCUMENT NO. 733717

FILED

OCT 19 1970

FIRST AMENDMENT TO LEASE AGREEMENT

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

THIS AGREEMENT, executed this 10 day of October, 1970,
by and between THE CITY OF SAN DIEGO, a municipal corporation, (CITY), and SLOOP &
WITMAN, a partnership consisting of PAUL SAMUEL SLOOP, HENRY WILLIAM WITMAN III,
and GORDON DONSON SLOOP (LESSEE), whose address is Post Office Box 185, San Luis
Rey, California, WITNESSETH:

WHEREAS, by Lease Agreement executed March 5, 1968, filed as Document No. 721611
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 delete from the
lease premises approximately 86 acres of land which is not suitable for the purpose
of citrus production or general agricultural purposes;

NOW, THEREFORE, CITY and LESSEE hereby agree:

Section (A) DEMISE, of said Lease Agreement is hereby deleted in its entirety and the
following substituted therefor:

(A) DEMISE: Subject to all covenants and conditions hereinafter set out,
CITY hereby leases to LESSEE and LESSEE hires from CITY, for the purpose of
citrus production and such other general agricultural uses as are approved by
CITY and for no other uses, those certain premises, together with appurtenances
thereto situated in the County of San Diego, State of California, described as
follows:

All that real property as shown outlined in red
on City of San Diego Drawing No. 12304-B, marked
EXHIBIT "A" attached hereto and made a part of
this agreement and consisting of 33.53 acres.

This First Amendment to Lease Agreement shall be effective upon the date
of execution hereof by CITY.

Nothing herein is intended to alter or amend any other covenant or condition of said Lease Agreement.

Date OCT 6 1970

THE CITY OF SAN DIEGO

By [Signature]
Assistant City Manager

LESSEE: Estate of Paul Sloop

by Gordon Donnan Sloop

Gordon Donnan Sloop

[Signature]

APPROVED as to form and legality this 21st day of September, 1970.

JOHN W. WITT, City Attorney

By [Signature]
Deputy

N
SCALE 1" = 100'

SEC 26 T12S R1W

CITY OF SAN DIEGO BOUNDARY

SAN PASQUAL VALLEY

SEC 25

500' CONTOUR

500' CONTOUR

204'

33.53 AC

S88°26'40" E
(ROS 4854)

2658.98'

26 25
35 36

1300'

YSABEL

CREEK

SANTA

SEC 35 T12S R1W

SEC. 23
T12S. R1W

SEC. 27
T12S. R1W

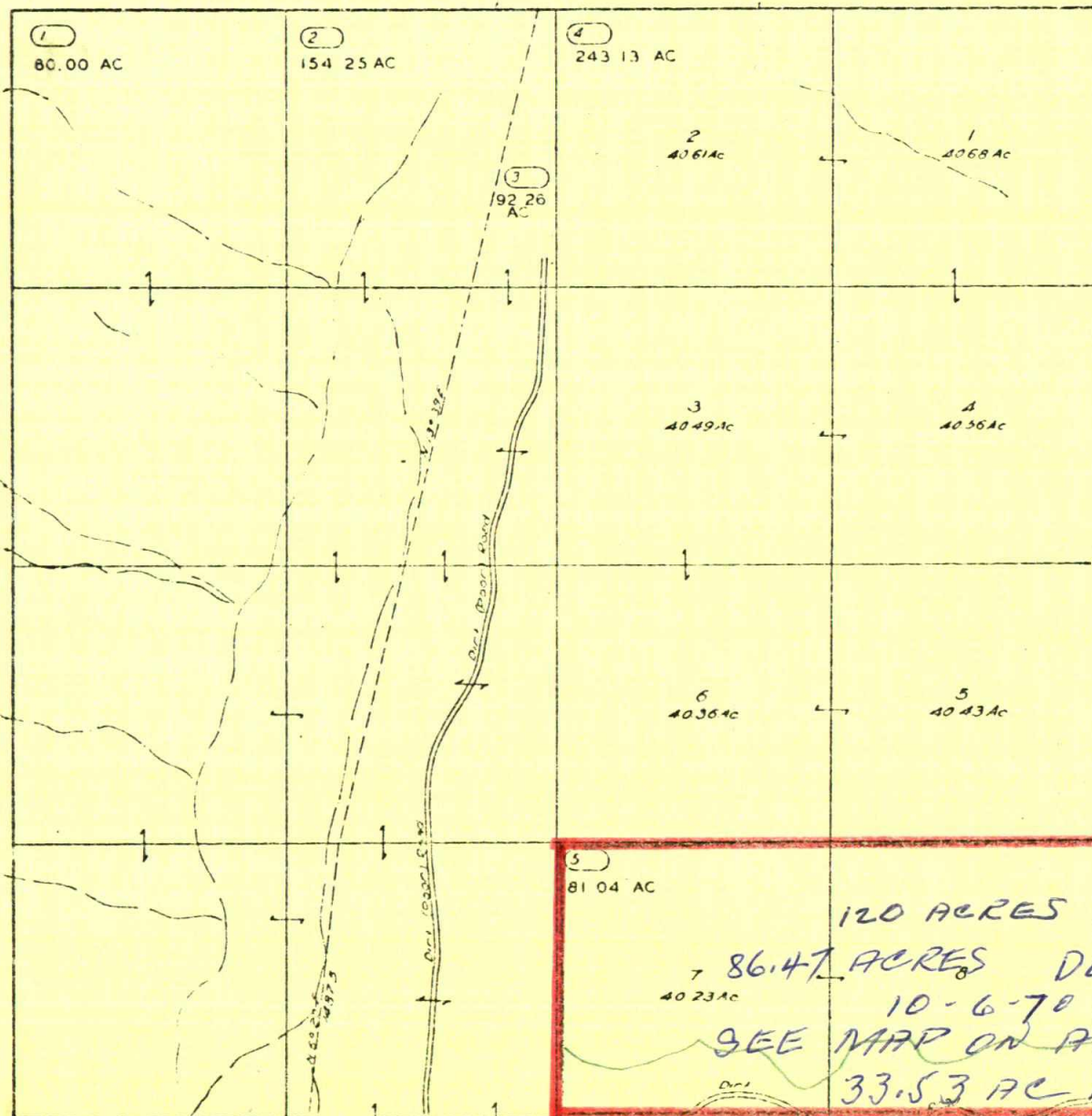


EXHIBIT A

121W
26

SEC. 25
T12S. R1W

SEC. 35

T12S. R1W

FOR ACTUAL SCALE MULTIPLY MAP SCALE BY 2

SEC. 20 &
POR. SEC. 25
T12S. R1W.
SCALE 1 IN = 400 FT

DOCUMENT 721611

RESOLUTION NO. 193039

ORDINANCE NO.

LENGTH OF LEASE: Thirty (30) years.

BEGINNING 3/5/68

LEGAL DESCRIPTION: Lots 7 and 8 of Sec. 26 and 17 of Sec. 25,
T. 12 S. R. 1 West

120 Ae.

PROPERTY FILE CODE

CHKE

PURPOSE OF LEASE: Citrus production (lemons) and general agr.

REMARKS: Credits up to \$11,500 - for improvements allowed * Minimum rent due quarterly
adv.; other % rent due year arrears

BILLED BY: Property DEPARTMENT: Qtly ON 3/5 etc (beg 1969)

FOR PERIOD IN adv. CREDIT FUND 500 ACCOUNT 7906-2

RENTAL IS \$ 600.00 PER year AND/OR 25% of gross ; or \$30 / planted acre
* which most Penalty 5% on 1st and 10% on 15

ADDRESS P.O. Box 185 San Luis Rey, California 92068

PHONE 714 757-5903

(NAME OF LESSEE)

(BRIEF LEGAL)

(EXPIRATION DATE)

DOCUMENT

721611

RESOLUTION NO.

193039

ORDINANCE NO.

3

LENGTH OF LEASE:

Thirty (30) Years

BEGINNING

3/5/68

LEGAL DESCRIPTION:

Lots 7 and 8 of Sec. 26 and Lot 7 of Sec. 25,
T12S, R1 West
33.53 acres

PROPERTY FILE CODE

CHKE

PURPOSE OF LEASE:

Citrus production (lemons) and general agr.

Dwg # 12304-B

NOTE - Concession Fee - changed to cover period 11-1- thru 10-31

REMARKS: Credits up to \$11,500 - for improvements allowed *Minimum rent due quarterly

adv.; other % rent due year arrears - Amendment Doc. 733717 deletes 86.47 acres

BILLED BY:

Property

DEPARTMENT:

Qtly

ON 3/5 etc. (beg 1969

FOR PERIOD IN

Advance

CREDIT FUND

500

ACCOUNT 7906-2

RENTAL IS \$

600.00

PER

year

XAND/OR

25% of gross; on \$30/planted acre

* which most

PENALTY: 5% on 1st and 10% on 15

3670 Sunset Dr.

ADDRESS

P.O. Box 185, San Luis Rey, California 92068

PHONE 714 757-5903

P.O. Box 1959 Escondido, Ca. 92025

OF LESSEE)

(BRIEF LEGAL)

(EXPIRATION DATE)

& WITMAN

T12S, R1W, Por Sec 25 & 26

3/4/98