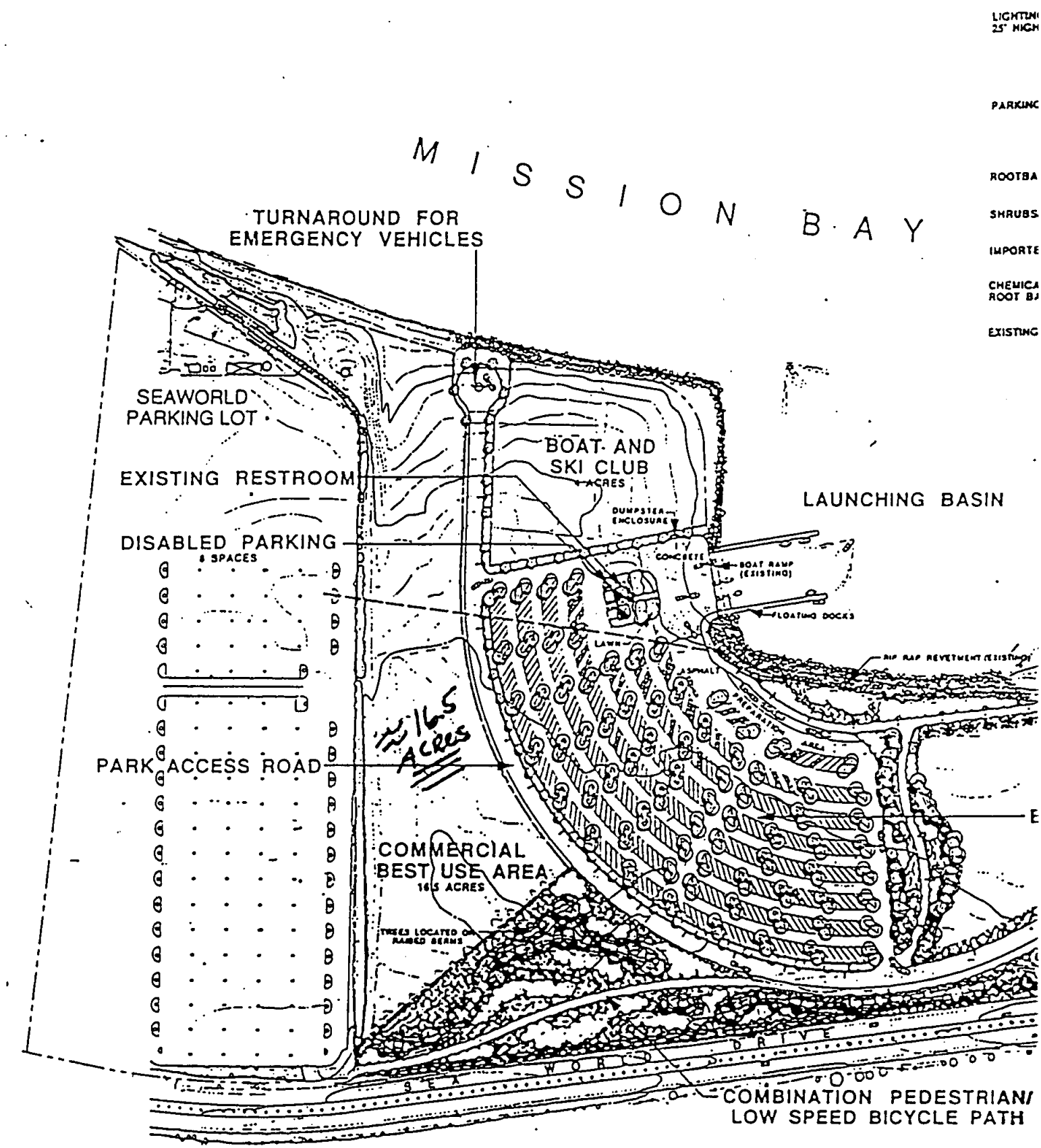
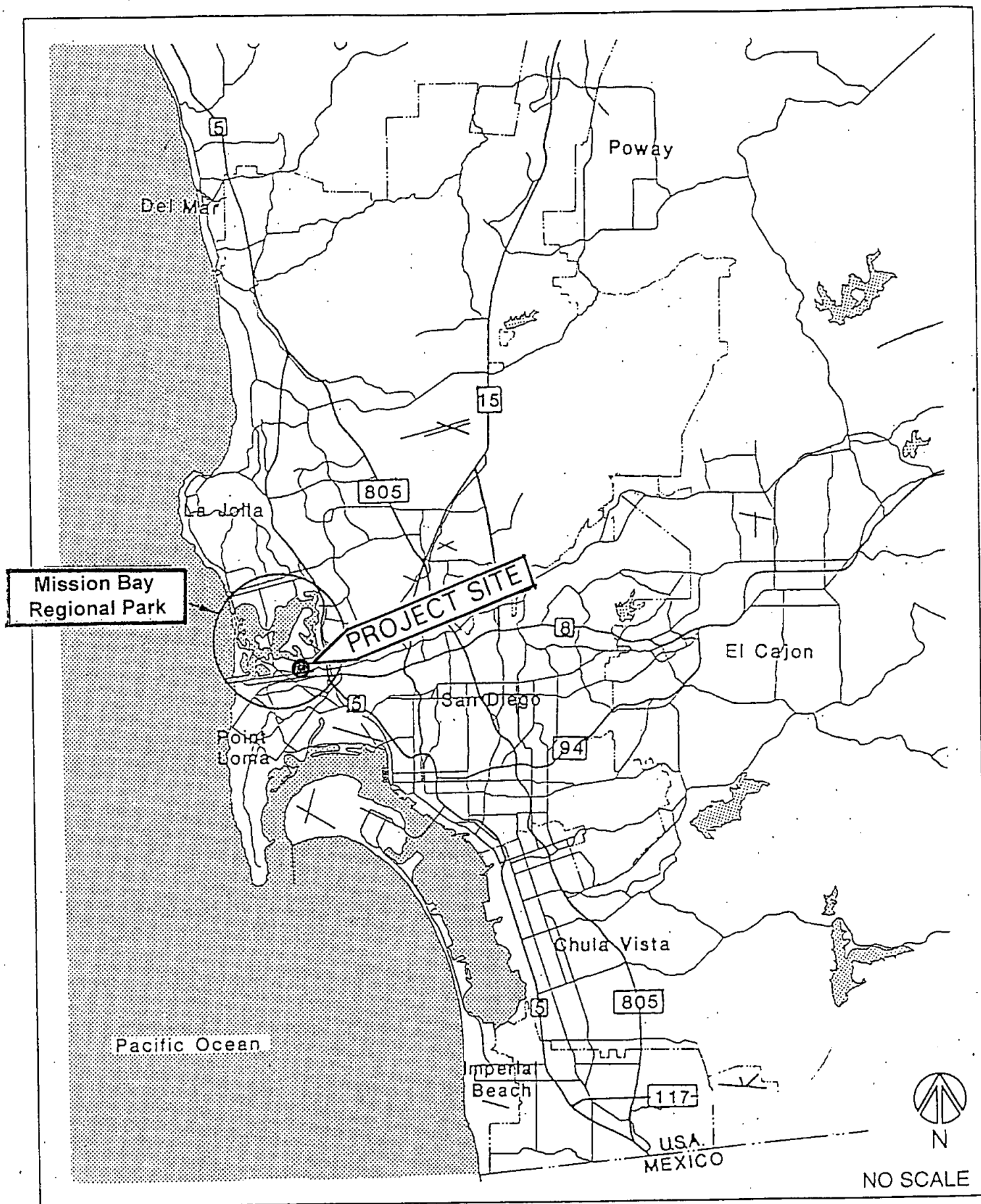


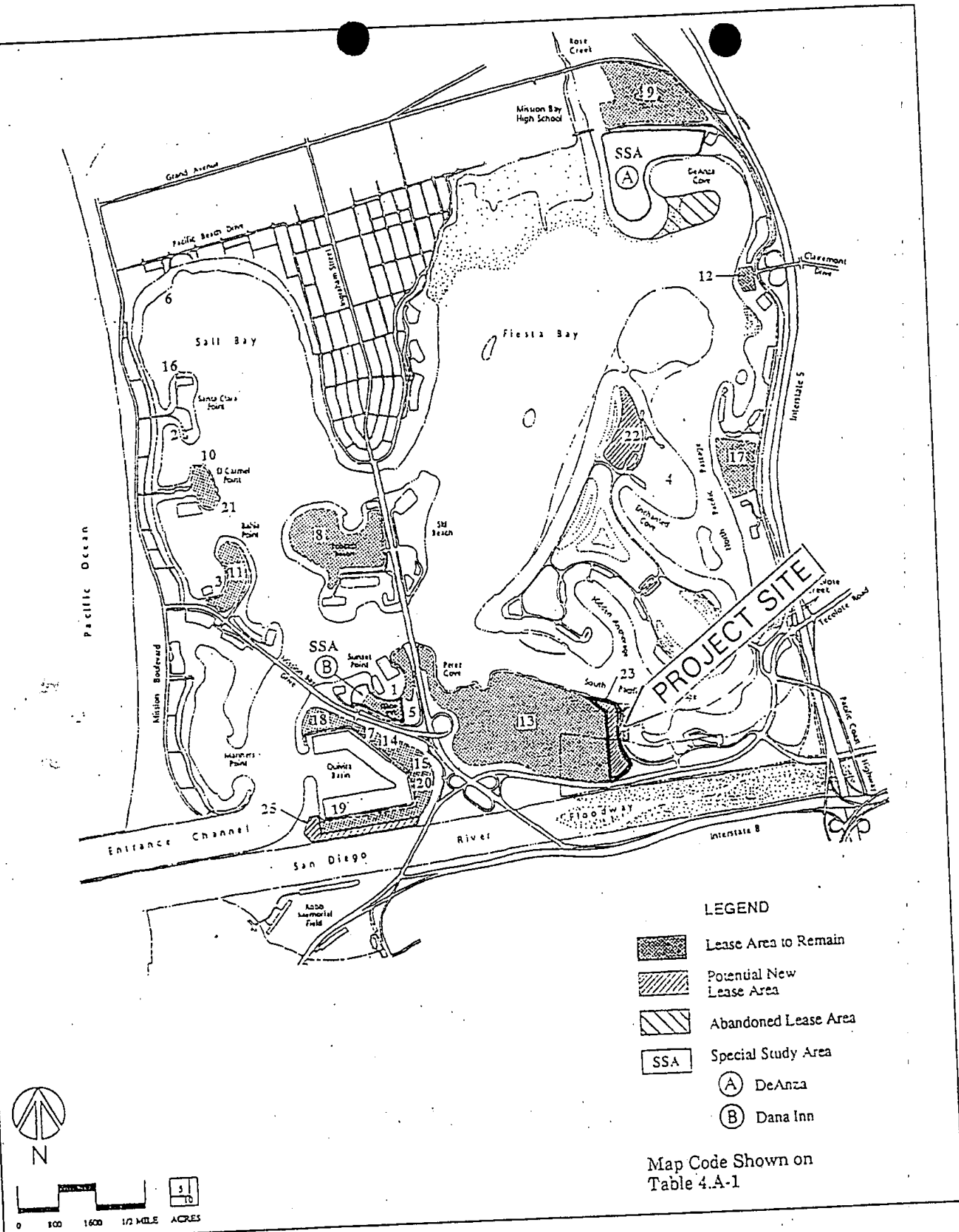
\*Approximate layout and acreage.



# SOUTH SHORES PHASE 3 - GENE

# FIGURE 1 - PROJECT LOCATION

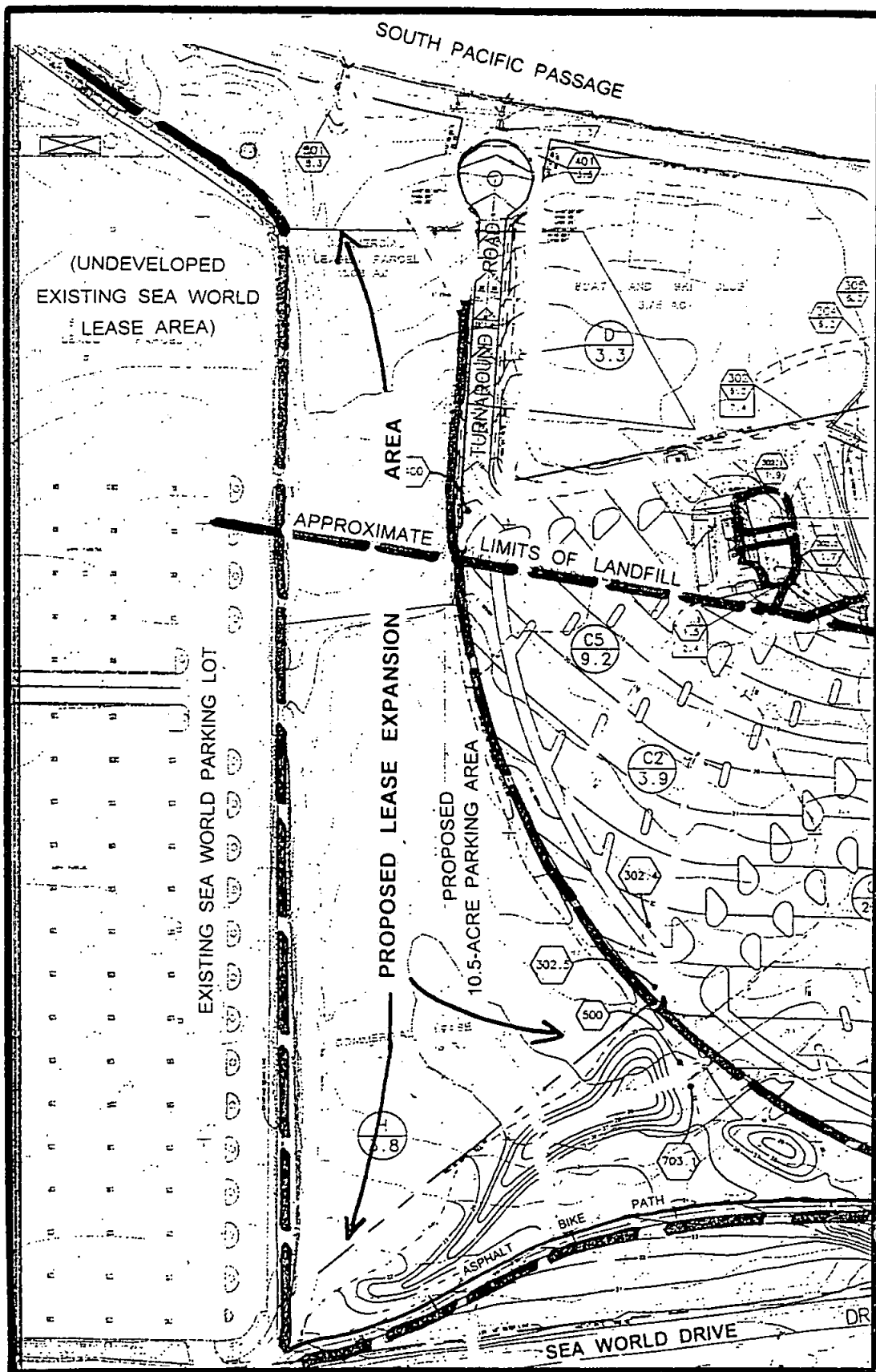




SOURCE:  
Mission Bay Park Master  
Plan Update, 1993.

**FIGURE 2 - PROJECT VICINITY**

# FIGURE 3 - LANDFILL LOCATION



1 inch = 200 feet

## Initial Study Checklist

Date \_\_\_\_\_

DEP No. 96-7981

## III. ENVIRONMENTAL ANALYSIS:

This Initial Study checklist is designed to identify the potential for significant environmental impacts which could be associated with a project. All answers of "yes" and "maybe" indicate that there is a potential for significant environmental impacts and these determinations are explained in Section IV.

Yes Maybe No

## A. Geology/Soils. Will the proposal result in:

- Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?  
liquefaction hazard area - forming  
proposed parking lot proposed - — — ✓
- Any increase in wind or water erosion of soils, either on or off the site?  
proposed parking lot runoff  
control — — ✓

## B. Air. Will the proposal result in:

- Air emissions which would substantially deteriorate ambient air quality?  
proposed parking lot to accommodate  
four vehicles - no vehicle  
trip generator/emissions proposed — — ✓
- The exposure of sensitive receptors to substantial pollutant concentrations?  
see B1 — — ✓
- The creation of objectionable odors?  
see B1 — — ✓
- The creation of dust?  
temporary surface grading  
construction effect - 0.01 — — ✓

Yes Maybe No

- Any alteration of air movement in the area of the project?  
see C1 — — ✓

- A substantial alteration in moisture, or temperature, or any change in climate, either locally or regionally?  
16.5 acre site; relative small  
proposed development - 10.5 acres — — ✓

## C. Hydrology/Water Quality. Will the proposal result in:

- Changes in currents, or the course or direction of water movements, in either marine or fresh waters?  
proposed parking lot runoff control  
and treatment prior to discharge — — ✓
- Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?  
see C1 — — ✓
- Alterations to the course or flow of flood waters?  
see C1 — — ✓
- Discharge into surface or ground waters, or in any alteration of surface or ground water quality, including, but not limited to temperature, dissolved oxygen or turbidity?  
see C1  
see discussion of NPDES permit requirements — — ✓
- Discharge into surface or ground waters, significant amounts of pesticides, herbicides, fertilizers, gas, oil, or other noxious chemicals?  
see C1  
see discussion of NPDES permit conditions — — ✓
- Change in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?  
see C1 — — ✓

H. Natural Resources. Will the proposal result in:

- |                                                                                                                                                       | Yes | Maybe | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|----|
| 1. The prevention of future extraction of sand and gravel resources?<br><i>development on inactive landfill</i>                                       | —   | —     | ✓  |
| 2. The conversion of agricultural land to nonagricultural use or impairment of the agricultural productivity of agricultural land?<br><i>see 11.1</i> | —   | —     | ✓  |

I. Recreational Resources: Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?

*consistent w/ Mission Bay Park Master Plan*

J. Population. Will the proposal alter the planned location, distribution, density, or growth rate of the population of an area?

*parking lot within park*

K. Housing. Will the proposal affect existing housing in the community, or create a demand for additional housing?

*see J.I.*

L. Transportation/Circulation. Will the proposal result in:

- |                                                                                                                                    | Yes | Maybe | No |
|------------------------------------------------------------------------------------------------------------------------------------|-----|-------|----|
| 1. Traffic generation in excess of specific community plan allocation?<br><i>parking only / on traffic generating use proposed</i> | —   | —     | ✓  |
| 2. An increase in projected traffic which is substantial in relation to the capacity of the street system?<br><i>see 1.1</i>       | —   | —     | ✓  |
| 3. An increased demand for off-site parking?<br><i>see 1.1</i>                                                                     | —   | —     | ✓  |
| 4. Effects on existing parking?<br><i>see 1.1</i>                                                                                  | —   | —     | ✓  |

Yes Maybe No

## 5. Substantial impact upon existing or planned transportation systems?

*see 1.1*

## 6. Alterations to present circulation movements including effects on existing public access to beaches, parks, or other open space areas?

*see 1.1 / J.1*

## 7. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?

*see Discussion*

*see 1.1 / J.1*

H. Public Services. Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:

## a. Fire protection?

## b. Police protection?

## c. Schools?

## d. Parks or other recreational facilities?

## e. Maintenance of public facilities, including roads?

## f. Other governmental services?

*all municipal services available to proposed use*

|                                                                                                                                                                                                                                                                                                                           | Yes | Maybe | No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|----|
| 7. Exposure of people or property to water related hazards such as flooding?<br><u>proposed parking only</u>                                                                                                                                                                                                              | —   | —     | ✓  |
| 8. Change in the amount of surface water in any water body?<br><u>see C1.</u>                                                                                                                                                                                                                                             | —   | —     | ✓  |
| D. <u>Biology</u> . Will the proposal result in:                                                                                                                                                                                                                                                                          |     |       |    |
| 1. A reduction in the number of any unique, rare, endangered, sensitive, or fully protected species of plants or animals?<br><u>1500' east of potential construction site at San Pedro / Mission Bay Dr</u><br><u>200' west of existing site at San Pedro / Mission Bay Dr</u><br><u>(both areas within USFWS / MPTM)</u> | —   | —     | ✓  |
| 2. A substantial change in the diversity of any species of animals or plants?<br><u>USFWS mapping - disturbed or developed area</u>                                                                                                                                                                                       | —   | —     | ✓  |
| 3. Introduction of invasive species of plants into the area?<br><u>see D2</u>                                                                                                                                                                                                                                             | —   | —     | ✓  |
| 4. Interference with the movement of any resident or migratory fish or wildlife species?<br><u>see D1.</u>                                                                                                                                                                                                                | —   | —     | ✓  |
| 5. In impact on a sensitive habitat, including, but not limited to streamside vegetation, oak woodland, vernal pools, coastal salt marsh, lagoon, wetland, or coastal sage scrub or chaparral?<br><u>see D2.</u>                                                                                                          | —   | —     | ✓  |
| 6. Deterioration of existing fish or wildlife habitat?<br><u>see D1 &amp; D2</u>                                                                                                                                                                                                                                          | —   | —     | ✓  |
| E. <u>Noise</u> . Will the proposal result in:                                                                                                                                                                                                                                                                            |     |       |    |
| 1. A significant increase in the existing ambient noise levels?<br><u>proposed 10.5 parking lot in area of existing parking lot</u><br><u>also see D1</u>                                                                                                                                                                 | —   | —     | ✓  |

|                                                                                                                                                                               | Yes | Maybe | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|----|
| 2. Exposure of people to noise levels which exceed the City's adopted noise ordinance?<br><u>see F1</u>                                                                       | —   | —     | ✓  |
| 3. Exposure of people to current or future transportation noise levels which exceed standards established in the Transportation Element of the General Plan?<br><u>see F1</u> | —   | —     | ✓  |
| F. <u>Light, Glare and Shading</u> . Will the proposal result in:                                                                                                             |     |       |    |
| 1. Substantial light or glare?<br><u>parking / landscaping only</u>                                                                                                           | —   | —     | ✓  |
| 2. Substantial shading of other properties?<br><u>see F1</u>                                                                                                                  | —   | —     | ✓  |
| G. <u>Land Use</u> . Will the proposal result in:                                                                                                                             |     |       |    |
| 1. A land use which is inconsistent with the adopted community plan land use designation for the site?<br><u>consistent w/ Mission Bay Master Plan</u>                        | —   | —     | ✓  |
| 2. A conflict with the goals, objectives and recommendations of the community plan in which it is located?<br><u>see G1</u>                                                   | —   | —     | ✓  |
| 3. A conflict with adopted environmental plans for the area?<br><u>see G1 &amp; D1/D2</u>                                                                                     | —   | —     | ✓  |
| 4. Land uses which are not compatible with aircraft accident potential as defined by a SANDAG Airport Land Use Plan (ALUC)?<br><u>not applicable</u>                          | —   | —     | ✓  |

- |                                                                                                                                                                                                                                                                                           | <u>Yes</u> | <u>Maybe</u> | <u>No</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|-----------|
| 3. Adverse physical or aesthetic effects to an architecturally significant building, structure, or object?<br><u>see P17</u>                                                                                                                                                              | —          | —            | ✓         |
| 4. Any impact to existing religious or sacred uses within the potential impact area?<br><u>none suspected; see P17</u>                                                                                                                                                                    | —          | —            | ✓         |
| S. Paleontological Resources. Will the proposal result in the loss of paleontological resources?<br><u>see P17</u>                                                                                                                                                                        | —          | —            | ✓         |
| T. Human Health/Public Safety. Will the proposal result in:<br><u>see Landfill Discussion</u>                                                                                                                                                                                             |            |              |           |
| 1. Creation of any health hazard or potential health hazard (excluding mental health)?<br><u>compliance w/ cleanup plan</u>                                                                                                                                                               | —          | —            | ✓         |
| 2. Exposure of people to potential health hazards?<br><u>see T1 / Discussion</u>                                                                                                                                                                                                          | —          | —            | ✓         |
| 3. A future risk of an explosion or the release of hazardous substances (including but not limited to gas, oil, pesticides, chemicals, radiation, or explosives)?<br><u>see T1 / Discussion</u>                                                                                           | —          | —            | ✓         |
| U. Mandatory Findings of Significance.                                                                                                                                                                                                                                                    |            |              |           |
| 1. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the |            |              |           |

- |                                                                                                                                                                                                                                                                                                                                       | <u>Yes</u> | <u>Maybe</u> | <u>No</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|-----------|
| number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?<br><u>disturbed / developed</u><br><u>man made features</u>                                                                                                           | —          | —            | ✓         |
| 2. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)<br><u>consistent w/ long range plans</u> | —          | —            | ✓         |
| 3. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)<br><u>none suspected</u>        | —          | —            | ✓         |
| 4. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?<br><u>none suspected</u>                                                                                                                                                                  | —          | —            | ✓         |

H. Utilities. Will the proposal result in a need for new systems, or require substantial alterations to existing utilities, including:

a. Power?

b. Natural gas?

c. Communications systems?

d. Water?

e. Sewer?

f. Storm water drainage?

g. Solid waste disposal?

O. Energy. Will the proposal result in the use of excessive amounts of fuel or energy?

Drilling lot only

P. Water Conservation. Will the proposal result in:

1. Use of excessive amounts of water?

parking area only

2. Landscaping which is predominantly non-drought resistant vegetation?

compliance w/ landscape Tech Manual/Ordinance

Q. Neighborhood Character/Aesthetics. Will the proposal result in:

1. The obstruction of any vista or scenic view from a public viewing area?

see P1 + P2

Yes Maybe No

2. The creation of a negative aesthetic site or project?

see P1 + P2

3. Project bulk, scale, materials, or style which will be incompatible with surrounding development?

see P1 + P2 also G1

4. Substantial alteration to the existing character of the area?

see P1 + P2 also G1

5. The loss of any distinctive or landmark tree(s), or a stand of mature trees?

None on site / see D2

6. Substantial change in topography or ground surface relief features?

see P1

7. The loss, covering or modification of any unique geologic or physical features such as a natural canyon, sandstone bluff, rock outcrop, or hillside with a slope in excess of 25 percent?

minimal grading / manual made

R. Cultural Resources. Will the proposal result in:

1. Alteration of or the destruction of a prehistoric or historic archaeological site?

see P7

2. Adverse physical or aesthetic effects to a prehistoric or historic building, structure, object, or site?

see P7

all utilities suitable in urban area

## Sea World of California Lease Amendment

As set forth in the "Letter of Intent" between Sea World of California and the City of San Diego, dated June 19, 1996 and approved by the City Council June 25, 1996, the lease amendment, when approved, will add the following new property to Sea World's leasehold:

1. Approximately 16.5 acres of land immediately adjacent to the easterly boundary of Sea World, identified in the Mission Bay Master Plan Update as the South Shores Commercial Parcel.
2. The physically traveled portion of Perez Cove Way between Sea World Drive and Ingram Street, as referred to in that certain Use and Occupancy Permit between the City and Sea World dated February 2, 1993.

### South Shores Commercial Parcel:

Present plans, although tentative at this time, will be to utilize approximately 10.5 acres of this parcel for guest parking. The area used for this surface parking would be located over the inactive Mission Bay Landfill which is located on the southern portion of the parcel. The remaining 6 acres adjacent to Mission Bay would be utilized for, but not limited to, approximately 3 new animal exhibits / interactive experiences / themed attractions; similar in size to existing attractions in this park or other parks in the Sea World System. Development of the parcel would proceed in 3 phases, first being the development of the perimeter fencing / landscape berm along the boundary of the parcel. The second phase would start the development of surface parking, then finally construction of exhibits / attractions. As stated in the Letter of Intent the first phase would commence "not later than two (2) years following the commencement of the Amended Lease".

The Mission Bay Park Master Plan Update ("Master Plan") and its environmental impact report ("EIR") describe the 16.5 acres of land as suitable for several uses "including the expansion of Sea World attractions. . . ." (Master Plan, pp. 9, 50.) "The underlying objective is that this parcel is "best use" as commercial recreation or visitor-serving commercial support facilities." (Master Plan, p. 50.) The

Master Plan identified the site as one of the commercial lease areas that "only require adherence to the Design Guidelines . . . and could be redeveloped immediately following adoption of the Master Plan Update and certification of its EIR." (Master Plan, p. 172.)

The Master Plan and the EIR contain specific regulatory and mitigation requirements for development throughout Mission Bay Park. These requirements and mitigation measures are found in the Natural Resources Management Plan in the Master Plan, the Implementation section of the Master Plan, the Design Guidelines of the Master Plan, and mitigation measures in the EIR. The proposed development for the South Shores Commercial Parcel complies with all of these requirements. The proposed development has no impact on areas of the park identified for preservation of water, marine or biological resources. Neither the Master Plan nor the EIR identify potential impacts or mitigation measures that deal directly with the South Shores Commercial Parcel.

#### Perez Cove Way:

The Use and Occupancy permit to allow modifications to parking and circulation at Sea World was covered under an amendment to EIR 84-0160 and was found to have no new significant environmental impacts. As the action from this lease amendment does not change the use of this area and only incorporates it into Sea World's present leasehold, there should not be any additional reviews required.



# Development Summary

(Additional Information for the General Project/Permit Application)

1. SUMMARY OF REQUEST

SEE ATTACHED

2. STREET ADDRESS

500 Sea World Drive

(Check one) ☒ N ☐ S ☐ E ☐ W

Between I-5 and Ingraham

3. SITE AREA

Total Site Area (gross): 16.5 / 182.3

Ac. \_\_\_\_\_ Sq. Ft.

Net Site Area: 16.5 / 182.3

Ac. \_\_\_\_\_ Sq. Ft.

(Net site area excludes required streets and public dedications)

4. COVERAGE DATA

Total Building Area (ground floor): 0 / 12.51

Ac. \_\_\_\_\_ Sq. Ft.

Total Landscape/Open Space Area: 16.5 / 59.72

Ac. \_\_\_\_\_ Sq. Ft.

Total Hardscape/Paved Area: 0 / 93.07

Ac. \_\_\_\_\_ Sq. Ft.

Floor Area Ratio (FAR) NA Gross Floor Area (GFA) NA

5. DENSITY (Residential)

Maximum no. dwelling units allowed per zone: NA

Number of existing units to remain on site: NA

Number of proposed dwelling units on site: NA

Total number of units provided on the site: NA

6. YARD/SETBACK

|                   |          |    |     |          |    |     |
|-------------------|----------|----|-----|----------|----|-----|
| Street Yard:      | Required | NA | Ft. | Proposed | NA | Ft. |
| Street Side Yard: | Required | NA | Ft. | Proposed | NA | Ft. |
| Interior Yard(s)  | Required | NA | Ft. | Proposed | NA | Ft. |
| Rear Yard:        | Required | NA | Ft. | Proposed | NA | Ft. |

7. PARKING

Parking Criteria:  
(Check one)

- ☐ Residential  
☒ Commercial  
☐ Industrial  
☐ Mixed Use  
☐ Other \_\_\_\_\_

Total number of spaces required by zone unzoned spaces

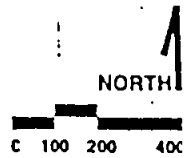
Total number of spaces provided on-site 8350 spaces

Commercial Development: Determined by study

One space per NA Sq. Ft. GFA = NA spaces

# PROPOSED 16.5-ACRE EXPANSION for

MAY 26, 1995





Land Development  
Review Division  
(619) 236-6460

**Final**

## Negative Declaration

LDR No. 96-7987  
SCH NO.98011076

SUBJECT: SEA WORLD LEASEHOLD/PARKING LOT EXPANSION: APPROVAL OF AN AMENDMENT TO THE CITY LEASE TO SEA WORLD to allow an expansion of 16.5 acres, including the immediate development and use of 10.5 acres for the expansion of parking facilities. The project site is adjoining and immediately east of the existing amusement park's parking lot on the South Shores area of the City's Mission Bay Regional Park, generally south of Pacific Passage and north of Sea World Drive between I-5 to the east and West Mission Bay Drive to the west.  
Applicant: Sea World of California/Busch Entertainment Corporation

I. PROJECT DESCRIPTION: See attached Initial Study.

II. ENVIRONMENTAL SETTING: See attached Initial Study

III. DETERMINATION:

The City of San Diego has conducted an Initial Study and determined that the proposed project as proposed/designed will not have a significant environmental effect and the preparation of an Environmental Impact Report will not be required.

The proposed project is consistent with uses envisioned for Mission Bay Park in the certified, previous Environmental Impact Report (DEP EIR No.91-0898; SCH No.93041010; dated May 10, 1994) prepared for the adopted Mission Bay Master Plan Update (adopted by City Council Resolution R-284399; August 2, 1994). The proposal is consistent with the adopted Mission Bay Master Plan.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above determination.

V. MITIGATION MEASURES:

None required.

## VI. PUBLIC REVIEW DISTRIBUTION

Draft copies or notice of this Negative Declaration (LDR No.96-7987) were distributed to:

### City of San Diego

- Mayor's Office (MS 11A)
- Councilmember Wear, District 2 (MS 10A)
- Councilmember Stallings, District 6 (MS 10A)
- Real Estate Assets - Linda Fierro (MS 51A)
- Park and Recreation/Coastal - Terri Williams (MS 32)
- Wetlands Advisory - Robin Stribley (MS 35)
- Local Enforcement Agency (MS 1102B)\*
- Environmental Services Department - George Morton

### SANDAG (MS 980)

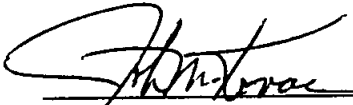
- USACOE (16)
- US Fish and Wildlife (23)
- CALTRANS (31 & 31A)
- Dept. Of Fish and Game (32 & 32A)
- RWQCB - Region 9 (44)
- State Clearinghouse - Chris Belsky (46)
- Coastal Commission - San Diego (47)
- Coastal Commission (48)\*
- State Lands Commission (62)
- County Environmental Health (75)
- MTDB (MS 58)
- SD Chamber of Commerce (157)
- SD Convention & Visitors Bureau (159)
- Park and Recreation Board (183)
- Citizens Coordinate for CIII (324A)\*
- Clairemont Mesa Planning Committee (248)
- Linda Vista Community Planning Grp (267)
- Jude Brennan (322)
- Mission Bay Leasees (323)
- Jim Peugh (324)
- Mission Bay Park Committee (324B)
- Mission Beach Precise Planning Committee (325)
- Mission Bch Town Council (326)
- Ocean Beach Planning Board (367)
- Ocean Beach Town Council (367A)
- Pacific Beach Community Planning Committee (375)
- Peninsula Committee Planning Board (390)
- Sierra Club (165)
- Audubon Society (167)
- Al Strohlein, 3559 Jewell Street, SD 92109\*
- Isabell Kay, UCSD-Kendall Frost Preserve, 2365 Newcastle Ave., Cardiff 92007

(\* Submitted Comment Letters on the Draft ND.)

## VII. RESULTS OF PUBLIC REVIEW:

- ( ) No comments were received during the public input period.
- ( ) Comments were received but they did not address the Negative Declaration finding and/or accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Negative Declaration and/or accuracy/completeness of the Initial Study were received. The comment letters received and associated staff responses follow.

Copies of the Final Negative Declaration and any Initial Study material and referenced previous documents are available in the office of Land Development Review for review, or available for purchase at the cost of reproduction.

  
\_\_\_\_\_  
John M. Kovac, Sr. Environmental Planner  
Development Services

January 26, 1998  
Date of Draft Report

March 9, 1998  
Date of Final Report

Analyst: John Kovac



DRAFT

## Negative Declaration

LDR No. 96-7987

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- Wetlands Advisory - Robin Stribley (MS 35)
- Local Enforcement Agency
- Environmental Services Department - George Morton

Pat Owen, Sea World, 1720 S.Shores Rd., SD 92109-7995

SANDAG (MS 980)

USACOE (16)

US Fish and Wildlife (23)

CALTRANS (31 & 31A)

Dept. Of Fish and Game (32 & 32A)

RWQCB - Region 9 (44)

State Clearinghouse - Chris Belsky (46)

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Jim Peugh (324)

Mission Bay Park Committee (324B)

Mission Beach Precise Planning Committee (325)

Mission Bch Town Council (326)

Ocean Beach Planning Board (367)

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Pacific Beach Community Planning Committee (375)

Peninsula Committee Planning Board (390)

Sierra Club (165)

Audubon Society (167)

Al Strohlein, 3559 Jewell Street, SD 92109

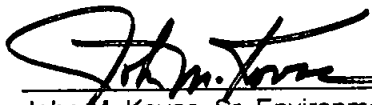
Isabell Kay, UCSD-Kendall Frost Preserve, 2365 Newcastle Ave., Cardiff 92007

Environmental Health Coalition

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John M. Kovac, Sr. Environmental Planner  
Development Services

January 26, 1998  
Date of Draft Report

Analyst: John Kovac

City of San Diego  
Development Services  
LAND DEVELOPMENT REVIEW  
1222 First Avenue, Mail Station 501  
San Diego, CA 92101  
(619) 236-6460

INITIAL STUDY  
LDR No. 96-7987

SUBJECT: SEA WORLD LEASEHOLD/PARKING LOT EXPANSION: APPROVAL OF AN AMENDMENT TO THE CITY LEASE TO SEA WORLD to allow an expansion of 16.5 acres, including the immediate development and use of 10.5 acres for the expansion of parking facilities. The project site is adjoining and immediately east of the existing amusement park's parking lot on the South Shores area of the City's Mission Bay Regional Park, generally south of Pacific Passage and north of Sea World Drive between I-5 to the east and West Mission Bay Drive to the west.  
Applicant: Sea World of California/Busch Entertainment Corporation

I. PURPOSE AND MAIN FEATURES:

Background

The proposed project is consistent with uses envisioned for Mission Bay Park in the certified, previous Final Environmental Impact Report (DEP EIR No.91-0898; SCH No.93041010; dated May 10, 1994) prepared for the adopted Mission Bay Master Plan Update (adopted by City Council Resolution R-284399; August 2, 1994). The proposal is consistent with the adopted Mission Bay Master Plan.

The proposal requires City approval of the proposed lease amendment to expand the Sea World lease area by 16.5 acres and approval of the tenant improvement of the proposed 10.5 acre parking lot expansion. The subsequent development of the proposed 10.5 acre parking lot would require a State Coastal Commission issued Coastal Development Permit (CDP). A state CDP is required for any development within Mission Bay Park.

Project Description

The proposal would allow an expansion of 16.5 acres of the Sea World leasehold, including the development and use of the southerly 10.5 acres for the expansion of parking facilities. The parking lot is proposed to be landscaped in accordance with the City's Landscape Technical Manual. The proposal would also realign the existing bike path and rebuild it outside the proposed leasehold expansion area and would extend the visual berms along Sea World Drive.

II. ENVIRONMENTAL SETTING:

The 16.5-acre project site is located within 4,600-acre Mission Bay Regional Park (see attached Figures 1 and 2); 2,200 acres of the park is open water, the largest water park in San Diego County. Mission Bay Regional Park encompasses what was once a vast tidal marsh created by the wide delta of the San Diego River. Massive dredging and filling operations in the late 1940's resulted in the conversion of this vast marsh land into an intensively used regional aquatic park.

The project site is adjoining and immediately east of the existing amusement park's parking lot on the South Shores area of the City's Mission Bay Regional Park, generally south of Pacific

Passage and north of Sea World Drive between I-5 to the east and West Mission Bay Drive to the west.

A inactive landfill occupies portion of the South Shores area of Mission Bay Park. It lies on both sides of Sea World Drive with most of its extent on the north side of the road towards South Pacific Passage. It extends generally from I-5 on the east to nearly a mile westward through the project site, with its western terminus under the existing Sea World parking lot. (See attached Figure 3 for the inactive landfill location within the project vicinity.) The proposed 10.5 parking lot extension would be underlain by this inactive landfill.

III. ENVIRONMENTAL ANALYSIS: See following discussion and attached Initial Study checklist.

IV. DISCUSSION:

Land Use/Mission Bay Master Plan

The proposed northerly 6-acre expansion area along the shore of South Pacific Passage, adjoins a similar sized, undeveloped area which is already within the existing Sea World leasehold; portion of this 6-acre area is currently chip-sealed and occasionally used as overflow parking. No specific development is proposed/known for this proposed expanded area. Within this area, the portion within 300 feet of the shore is prohibited for parking lots.

The adopted Mission Bay Master Plan Update and its associated Final EIR (DEP No.91-0898) includes the subject 16.5 acres with "dedicated lease areas" within the park, earmarks the 16.5 acres as area for "best use", commercial recreation or visitor-serving commercial support facilities, and specifically identifies a potential expansion of Sea World as one of three suitable uses for this site designated for commercial development. (See Figure 3.) The Master Plan also contains specific regulatory and mitigation requirements for development throughout the aquatic park. These requirements are found in the Natural Resources Management Plan and Design Guidelines, both elements of the adopted Master Plan, and the adopted Mitigation Monitoring and Reporting Program of the associated certified Final EIR. The proposed leasehold and parking lot expansion is consistent with the Master Plan and will not adversely effect the adopted park plan.

The resource map for the recently City's adopted Multiple Species Conservation Program (MSCP) shows the northern portion of the proposed 16.5-acre expansion area as disturbed habitat and the southern portion as developed. The project site is a minimum of 1,500 feet east of the MSCP identified federally endangered least tern use area at Sea World Drive and Mission Bay Drive and a minimum of 2,500 feet west of the identified least tern area at Sea World Drive and Friars Road. Both of these areas are within the Multiple Habitat Planning Area (MHPA, MSCP preserve). The distance between project site and the potential bird use areas are sufficient such that the proposal will not have an adverse effect on the least terns; the proposal is not within the MHPA nor adversely effect the City's planned habitat preserve.

The existing asphalt bike path is proposed to be realigned outside the proposed leasehold expansion area. The realigned bike path is proposed to be rebuilt and maintained by Sea World and will remain fully accessible to the public/park users.

Any future development of the six-acre proposed expansion area and/or the adjoining six-acre area currently within the leasehold, would require City review of the tenant improvement for approval and therefore, subject to subsequent CEQA review; in addition, any future development would be required to obtain a State Coastal Development Permit.

#### Hydrology/Water Quality

Mission Bay is a relatively small, shallow body of water with water depths mostly between 7 to 20 feet. Influenced by its shape, flushing, and tidal circulation, the transport of pollutants out of the bay is inadequate, and water quality of the bay remains an environmental concern/issue within the park. This is especially true in the eastern portion of the bay. Urban runoff carrying pollutants and sediments enter the bay through storm drains (69), drainage channels, and other designed discharged points. The bay receives runoff from two watersheds which encompasses urbanized areas on the eastern mesas and foothills of San Diego.

There are occasional sewage effluent which enters the bay during accidental pipeline breaks or during winter storms. This results in high levels of coliform bacteria, a indicator of the presence of disease-causing organisms, in the bay waters. Detected high coliform levels have resulted in the closure of sections of the bay.

Sea World operates two on-site, (water/runoff) treatment facilities. These facilities have been online since October 29, 1991 in full compliance with National Pollution Discharge Elimination System Permit ( NPDES Permit No. CA0107336). The currently operating Sea World water treatment facilities were sized to handle the proposed expansion areas and will treat "first flush" runoff from the park including the existing and proposed expanded parking areas.

The Sea World's NPDES Permit (Condition #9) requires that stormwater runoff from Sea World, including those from the existing and proposed parking areas, is collected, directed through, and discharged in the same pipeline network used to drain mammal and bird pools. The applicant proposes to treat all runoff from the proposed expanded 10.5-acre parking area in conformance with the permit. The permit allows a maximum effluent (peak dry weather flow) limitations of 6.12 million gallons per day (MGD) and establishes specifications for discharges into the bay, for copper, suspended solids, coliform, oil & grease, settleable solids, turbidity, chlorine, toxicity, and acidity ( Permit Conditions B(1) through B(6)). Related to typical runoff from motor vehicle parking areas, the permit states that bay waters shall not contain oils, greases, waxes or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water (Permit Condition C (5)). A element of the Sea World's NPDES Permit is the Monitoring and Reporting Program (March, 1995) which requires weekly sampling of coliform, chlorine, and acidity of the effluent, the treated water discharged into the bay and semiannual monitoring of solids, turbidity, grease and oil.

With continued strict compliance by Sea World, with the conditions of issued NPDES Permit No. CA0107336, including the proposed project feature that "first flush" runoff from the proposed parking lot would be systematically collected and treated, the project poses no potential for adverse water quality effects.

Landfill Closure Plan

The southerly 10.5 acre expansion area proposed for parking would be underlain by the old landfill. (See Figure 3.) The applicant/leasee must comply with the City's Post Closure Land Use Plan for South Shores (October, 1995).

Relevant elements of this plan which would be applicable to the development of the proposed 10.5 acre parking lot underlain by the inactive landfill include:

- o No excavations deeper than 5 feet; installation in shallow trenches (18-inches deep) of any utilities.
- o Parking lot trees be placed in planters w/barrier to prevent root penetration into the landfill.
- o No ponding of water allowed on paved surfaces.
- o Use of drought tolerant landscaping which require minimal irrigation.
- o Irrigation system, light standards, and paving routinely inspected to ensure landfill integrity.
- o Sufficient paving material to ensure landfill integrity.
- o Proper handling and disposal of encountered trash.
- o Continuous air monitoring for methane and hydrogen sulfide during excavation/trenching along Sea World Drive and during all other excavation more than three feet into the landfill cover. Suspension of work upon encountering landfill gas.

V. RECOMMENDATIONS:

On the basis of this initial evaluation:

- ☒ The proposed project would not have a significant effect on the environment, and a NEGATIVE DECLARATION should be prepared.
- ☐ Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section IV above, have been added to the project. A MITIGATED NEGATIVE DECLARATION should be prepared.
- ☐ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT should be required.

PROJECT ANALYST: John M. Kovac

Attachments:

Figure 1: Project Vicinity Map  
Figure 2: Project Location Map  
Figure 3: Landfill Location Map  
Initial Study Checklist

# HALE ENGINEERING

CIVIL ENGINEERING • SURVEYING • LAND PLANNING  
7863 LA MESA BLVD. STE. 104, CA 91941 • (619) 697-6171 • FAX( 619) 466-3862

## TRANSMITTAL

**TO:** CITY OF SAN DIEGO  
1200 THIRD AVENUE  
SUITE 1700  
SAN DIEGO, CA 92101

**DATE:** JANUARY 23, 1998  
**JOB NO.** 9605  
**PROJECT:** LEASE EXPANSION

**ATTENTION:** LINDA FIERRO

RECEIVED  
JAN 23 1998

**ENCLOSED:**

REAL ESTATE ASSETS

| IS (ARE)     | FOR:             | BY:        |
|--------------|------------------|------------|
| BLUELINES(S) | YOUR FILE        | X DELIVERY |
| BOND(S)      | YOUR USE         | PICK UP    |
| ORIGINAL(S)  | YOUR REVIEW      | COURIER    |
| DISKETTE     | YOUR SIGNATURE   | MAIL       |
| OTHER        | PER YOUR REQUEST | UPS        |
|              | OTHER            | FED EX     |

**REMARKS:**

ENCLOSED ARE TWO COPIES OF:

- ° THE LEGAL DESCRIPTIONS FOR PARCELS D AND E AND THE BIKE PATH EASEMENT.
- ° CLOSURE REPORTS

HALE ENGINEERING

BY: CLINTON E. HALE

**LEGAL DESCRIPTION: PARCEL "D" (PEREZ COVE WAY LEASE)**

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY) AND A PORTION OF PUEBLO LOTS 246, 247, 248, 249, 250, AND 258 OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 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  $89^{\circ}55'56''$  WEST, (RECORD NORTH  $89^{\circ}59'00''$  WEST), 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH  $00^{\circ}04'04''$  EAST, 2000.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH  $89^{\circ}55'56''$  EAST, 249.70 FEET; THENCE NORTH  $05^{\circ}30'02''$  WEST, 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID COORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE  $X=1,712,415.17$  AND  $Y=213,819.22$ ) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE  $32^{\circ}45'02''$  NORTH AND LONGITUDE  $117^{\circ}11'07.200''$  WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK COORDINATE SYSTEM; THENCE NORTH 3,921.99 FEET AND WEST 11,925.93 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY, THE MISSION BAY COORDINATES OF SAID TRUE POINT OF BEGINNING BEING NORTH 3,921.99 AND WEST 11,925.93, SAID TRUE POINT OF BEGINNING BEING A POINT ON A LINE THAT IS PARALLEL WITH AND 60.50 FEET AT RIGHT ANGLES NORTHERLY FROM THE CENTERLINE OF SEA WORLD DRIVE AS SHOWN ON CITY OF SAN DIEGO ENGINEER'S DRAWING NO. 14985-1-D, SAID POINT BEING OPPOSITE AT RIGHT ANGLES FROM ENGINEER'S STATION 30+00.00 ON SAID CENTERLINE; (1) THENCE PARALLEL TO SAID CENTERLINE NORTH  $78^{\circ}55'43''$  WEST, 346.04 FEET; (2) THENCE NORTH  $57^{\circ}49'43''$  WEST, 29.24 FEET TO THE BEGINNING OF A TANGENT 963.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL TO WHICH BEARS NORTH  $32^{\circ}10'17''$  EAST; (3) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $36^{\circ}52'29''$  A DISTANCE

OF 619.77 FEET; (4) THENCE SOUTH 85°17'48" WEST, 529.75 FEET TO THE BEGINNING OF A TANGENT 600.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 04°42'12" EAST; (5) THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°17'06" A DISTANCE OF 631.30 FEET; (6) THENCE NORTH 34°25'06" WEST, 109.04 FEET TO THE BEGINNING OF A TANGENT 223.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO WHICH BEARS SOUTH 55°34'54" WEST; (7) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°27'23" A DISTANCE OF 102.97 FEET TO THE BEGINNING OF A COMPOUND 345.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO WHICH BEARS SOUTH 82°02'17" WEST; (8) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'15" A DISTANCE OF 320.06 FEET TO THE BEGINNING OF A REVERSE 255.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL TO WHICH BEARS SOUTH 44°48'28" EAST; (9) THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 116°05'26" A DISTANCE OF 516.67 FEET; (10) THENCE NORTH 70°53'54" WEST, 122.41 FEET TO THE BEGINNING OF A TANGENT 303.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 19°06'06" WEST; (11) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°55'02" A DISTANCE OF 301.00 FEET; (12) THENCE NORTH 13°58'52" WEST, 636.66 FEET; (13) THENCE NORTH 76°01'08" EAST, 20.59 FEET; (14) THENCE NORTH 13°58'52" WEST, 103.91 FEET; (15) THENCE NORTH 28°24'10" EAST, 32.33 FEET TO A POINT ON THE SEA WORLD LEASE AREA AS DESCRIBED IN LEASE AMENDMENT PER CITY COUNCIL RESOLUTION NO. 263507, ADOPTED JUNE 24, 1985, AND ON DOCUMENT NO. 769275 ADOPTED DECEMBER 10, 1985, BOTH IN THE OFFICE OF THE CITY CLERK OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; (16) THENCE ALONG THE BOUNDARY OF SAID LEASE AREA SOUTH 61°35'50" EAST, 124.71 FEET; (17) THENCE SOUTH 23°11'55" EAST, 37.48 FEET; (18) THENCE SOUTH 00°00'00" EAST, 175.00 FEET; (19) THENCE SOUTH 13°45'54" EAST, 575.54 FEET TO THE BEGINNING OF A NON-TANGENT 270.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 45°14'11" WEST; (20) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°08'05" A DISTANCE OF 123.16 FEET; (21) THENCE SOUTH 70°53'54" EAST, 121.23 FEET TO THE BEGINNING OF A TANGENT 332.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL TO WHICH BEARS NORTH 19°06'06" EAST; (22) THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 116°05'26" A DISTANCE OF 672.68 FEET; TO THE BEGINNING OF A REVERSE 268.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO WHICH BEARS NORTH 44°48'28" WEST; (23) THENCE SOUTHERLY ALONG THE ARC OF SAID REVERSE CURVE THROUGH A

CENTRAL ANGLE OF 73°56'28" A DISTANCE OF 345.86 FEET; TO THE BEGINNING OF A COMPOUND 568.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 61°15'04" WEST; (24) THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°57'16" A DISTANCE OF 654.84 FEET; (25) THENCE NORTH 85°17'48" EAST, 515.45 FEET TO THE BEGINNING OF A TANGENT 1032.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL TO WHICH BEARS NORTH 04°42'12" WEST; (26) THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'29" A DISTANCE OF 664.18 FEET; (27) THENCE SOUTH 57 49'43" EAST, 53.69 FEET TO THE BEGINNING OF A TANGENT 828.86 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL TO WHICH BEARS SOUTH 32°10'17" WEST; (28) THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°06'00" A DISTANCE OF 305.24 FEET TO THE TRUE POINT OF BEGINNING.

(SAID PARCEL OF LAND CONTAINS 7.34 ACRES MORE OF LESS)

**LEGAL DESCRIPTION: PARCEL "E" (EAST LEASE EXPANSION)**

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY) AND A PORTION OF PUEBLO LOTS 252 AND 258 OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 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  $89^{\circ}55'56''$  WEST, (RECORD NORTH  $89^{\circ}59'00''$  WEST), 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH  $00^{\circ}04'04''$  EAST, 2,000.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH  $89^{\circ}55'56''$  EAST, 249.70 FEET; THENCE NORTH  $05^{\circ}30'02''$  WEST, 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID COORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE  $X=1,712,415.17$  AND  $Y=213,819.22$ ) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE  $32^{\circ}45'02''$  NORTH AND LONGITUDE  $117^{\circ}11'07.200''$  WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK COORDINATE SYSTEM; THENCE NORTH 3773.34 FEET AND WEST 10,533.21 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY, THE MISSION BAY COORDINATES OF SAID TRUE POINT OF BEGINNING BEING NORTH 3773.34 AND WEST 10,533.21, SAID TRUE POINT OF BEGINNING BEING A POINT ON A LINE THAT IS PARALLEL WITH AND 79.50 FEET AT RIGHT ANGLES NORTHERLY FROM THE CENTERLINE OF SEA WORLD DRIVE AS SHOWN ON CITY OF SAN DIEGO ENGINEER'S DRAWING NO. 14985-1-D, SAID POINT BEING OPPOSITE AT RIGHT ANGLES FROM ENGINEER'S STATION 44+32.70 ON SAID CENTERLINE; SAID POINT ALSO BEING THE BEGINNING OF A 1920.50 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL TO WHICH BEARS SOUTH  $07^{\circ}44'17''$  EAST; (1) THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND PARALLEL TO SAID CENTERLINE THROUGH A CENTRAL ANGLE OF  $00^{\circ}49'15''$  A DISTANCE OF 27.51 FEET TO THE MOST SOUTHEASTERLY CORNER OF THE SEA WORLD LEASE AREA AS DESCRIBED IN LEASE AMENDMENT PER CITY COUNCIL RESOLUTION

NO. 263507, ADOPTED JUNE 24, 1985, AND ON DOCUMENT NO. 769275 ADOPTED DECEMBER 10, 1985, BOTH IN THE OFFICE OF THE CITY CLERK OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; (2) THENCE ALONG THE EASTERLY BOUNDARY OF SAID LEASE AREA NORTH 00°17'19" WEST, 1,456.09 FEET ;(3) THENCE CONTINUING ALONG THE BOUNDARY OF SAID LEASE AREA NORTH 55°43'04" WEST, 660.41 FEET; (4) THENCE ALONG SAID BOUNDARY NORTH 71°35'40" WEST, 598.11 FEET; (5) THENCE ALONG SAID BOUNDARY NORTH 18°24'20" EAST, 50.00 FEET; (6) THENCE LEAVING SAID LEASE BOUNDARY SOUTH 71°35'40" EAST, 1,192.78 FEET TO THE BEGINNING OF A TANGENT 2,200.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL TO WHICH BEARS SOUTH 18°24'20" WEST; (7) THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'28" A DISTANCE OF 219.16 FEET; (8) THENCE SOUTH 12°41'52" WEST, 92.37 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO WHICH BEARS NORTH 77°18'08" WEST; (9) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°05'56" A DISTANCE OF 69.22 FEET TO THE BEGINNING OF A REVERSE 10.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL TO WHICH BEARS NORTH 36°35'56" EAST; (10) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°54'04", A DISTANCE OF 9.93 FEET; (11) THENCE SOUTH 03°30'00" WEST, 323.08 FEET TO THE BEGINNING OF A TANGENT 900.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS NORTH 86°30'00" WEST; (12) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°29'51", A DISTANCE OF 1,028.83 FEET ; (13) THENCE SOUTH 07°44'17" EAST, 200.00 FEET TO A POINT ON THE BEFOREMENTIONED LINE THAT IS PARALLEL WITH AND 79.50 FEET AT RIGHT ANGLES NORTHERLY FROM THE CENTERLINE OF SEA WORLD DRIVE; (14) THENCE WESTERLY ALONG SAID PARALLEL LINE SOUTH 82°15'43" WEST, 706.66 FEET TO THE TRUE POINT OF BEGINNING.

(SAID PARCEL OF LAND CONTAINS 16.37 ACRES MORE OF LESS)

## **LEGAL DESCRIPTION: BIKE PATH EASEMENT**

A STRIP OF LAND LYING WITHIN THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY) AND A PORTION OF PUEBLO LOTS 248, 249, 250 AND 252 OF PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP 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, SAID STRIP OF LAND BEING 16.00 FEET WIDE, 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 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  $89^{\circ}55'56''$  WEST, (RECORD NORTH  $89^{\circ}59'00''$  WEST), 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH  $00^{\circ}04'04''$  EAST, 2,000.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH  $89^{\circ}55'56''$  EAST, 249.70 FEET; THENCE NORTH  $05^{\circ}30'02''$  WEST, 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID COORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE  $X=1,712,415.17$  AND  $Y=213,819.22$ ) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE  $32^{\circ}45'02''$  NORTH AND LONGITUDE  $117^{\circ}11'07.200''$  WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK COORDINATE SYSTEM; THENCE NORTH 4176.38 FEET AND WEST 13507.75 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY, THE MISSION BAY COORDINATES OF SAID TRUE POINT OF BEGINNING BEING NORTH 4176.38 AND WEST 13507.75, SAID TRUE POINT OF BEGINNING BEING A POINT ON THE BOUNDARY OF THE SEA WORLD LEASE AREA AS DESCRIBED IN LEASE AMENDMENT PER CITY COUNCIL RESOLUTION NO. 263507, ADOPTED JUNE 24, 1985, AND ON DOCUMENT NO. 769725 ADOPTED DECEMBER 10, 1985, BOTH IN THE OFFICE OF THE CITY CLERK OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; (1) THENCE LEAVING SAID BOUNDARY SOUTH  $06^{\circ}02'40''$  WEST, 61.97 FEET; (2) THENCE NORTH  $83^{\circ}57'20''$  WEST, 16.24 FEET TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL

TO WHICH BEARS SOUTH  $06^{\circ}02'40''$  WEST; (3) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}12'57''$  A DISTANCE OF 237.50 FEET; (4) THENCE NORTH  $56^{\circ}44'23''$  WEST, 66.68 FEET TO THE BEGINNING OF A TANGENT 400.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH  $33^{\circ}15'37''$  WEST; (5) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ}09'53''$  A DISTANCE OF 70.96 FEET TO THE BEGINNING OF A COMPOUND 588.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH  $43^{\circ}25'30''$  WEST; (6) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $12^{\circ}09'24''$  A DISTANCE OF 124.76 FEET; (7) THENCE NORTH  $34^{\circ}25'06''$  WEST, 109.04 FEET TO THE BEGINNING OF A TANGENT 211.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO WHICH BEARS SOUTH  $55^{\circ}34'54''$  WEST; (8) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $26^{\circ}27'23''$  A DISTANCE OF 97.43 FEET TO THE BEGINNING OF A COMPOUND 333.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH  $82^{\circ}02'17''$  WEST; (9) THENCE NORTHERLY ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF  $53^{\circ}09'15''$  A DISTANCE OF 308.93 FEET TO THE BEGINNING OF A REVERSE 267.00 FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL TO WHICH BEARS SOUTH  $44^{\circ}48'28''$  EAST; (10) THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF  $116^{\circ}05'26''$  A DISTANCE OF 540.99 FEET; (11) THENCE NORTH  $70^{\circ}53'54''$  WEST, 122.41 FEET TO THE BEGINNING OF A TANGENT 291.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH  $19^{\circ}06'06''$  WEST; (12) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $56^{\circ}55'02''$  A DISTANCE OF 289.08 FEET; (13) THENCE NORTH  $13^{\circ}58'52''$  WEST, 636.66 FEET TO THE NORTHERLY TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE ON THE BOUNDARY OF SAID SEA WORLD LEASE AREA IN THE SOUTH.



THE CITY OF

# SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A  
CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700  
SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020  
FAX: (619) 236-6706

|                                               |                |
|-----------------------------------------------|----------------|
| CITY OF SAN DIEGO<br>REAL ESTATE ASSETS DEPT. |                |
| <input type="checkbox"/>                      | DIRECTOR       |
| <input type="checkbox"/>                      | DEPUTY MANAGER |
| <input checked="" type="checkbox"/>           | FILE COPY      |
| <input type="checkbox"/>                      | CHRON COPY     |
| <input type="checkbox"/>                      | ORIGINATOR     |

January 22, 1998

BY FACSIMILE

Leases -  
Sea World  
102

Patrick Owen  
Vice President  
Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995

Dear Pat:

Re: Budweiser Hot Air Balloon

I understand Sea World is considering placing a Budweiser hot air balloon in the parking lot of Sea World. Please be advised that this type of advertising is prohibited in the Mission Bay Master Plan. Further, it is not authorized in the existing lease agreement for operation of an aquatic theme park within a dedicated park.

I encourage Sea World to be a good neighbor in Mission Bay and refrain from locating the balloon in the park.

Sincerely,

LINDA M. FIERRO  
Property Agent

lmf

cc: Gary Stromberg, Mission Bay Park Manager  
Jane E. Vickers, Deputy Director



DIVERSITY  
BRINGS US ALL TOGETHER

Project: 9605  
2:10 1998

Thu Jan 22 10:2

## Lot Map Check

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-----  
Lot name: EAST

|               |              |             |              |
|---------------|--------------|-------------|--------------|
| North:        | 3769.83      | East:       | -10560.50    |
| Curve Length: | 27.51        | Radius:     | 1920.50      |
| Delta:        | 0-49-15      | Tangent:    | 13.76        |
| Chord:        | 27.51        | Course:     | N 82-40-20 E |
| Course In:    | N 06-55-02 W | Course Out: | S 07-44-17 E |
| RP North:     | 5676.35      | East:       | -10791.80    |
| End North:    | 3773.34      | East:       | -10533.21    |
| Line Course:  | N 82-15-43 E | Length:     | 706.66       |
| North:        | 3868.49      | East:       | -9832.99     |
| Line Course:  | N 07-44-17 W | Length:     | 200.00       |
| North:        | 4066.67      | East:       | -9859.91     |
| Curve Length: | 1028.83      | Radius:     | 900.00       |
| Delta:        | 65-29-51     | Tangent:    | 578.87       |
| Chord:        | 973.72       | Course:     | N 29-14-56 W |
| Course In:    | N 28-00-09 E | Course Out: | N 86-30-00 W |
| RP North:     | 4861.30      | East:       | -9437.36     |
| End North:    | 4916.25      | East:       | -10335.68    |
| Line Course:  | N 03-30-00 E | Length:     | 323.08       |
| North:        | 5238.73      | East:       | -10315.95    |
| Curve Length: | 9.93         | Radius:     | 10.00        |
| Delta:        | 56-54-04     | Tangent:    | 5.42         |
| Chord:        | 9.53         | Course:     | N 24-57-02 W |
| Course In:    | N 86-30-00 W | Course Out: | N 36-35-56 E |
| RP North:     | 5239.34      | East:       | -10325.93    |
| End North:    | 5247.36      | East:       | -10319.97    |
| Curve Length: | 69.22        | Radius:     | 60.00        |
| Delta:        | 66-05-56     | Tangent:    | 39.04        |
| Chord:        | 65.44        | Course:     | N 20-21-06 W |
| Course In:    | N 36-35-56 E | Course Out: | N 77-18-08 W |
| RP North:     | 5295.53      | East:       | -10284.20    |
| End North:    | 5308.72      | East:       | -10342.73    |
| Line Course:  | N 12-41-52 E | Length:     | 92.37        |
| North:        | 5398.83      | East:       | -10322.43    |
| Curve Length: | 219.16       | Radius:     | 2200.00      |

output.prn

|                           |                          |
|---------------------------|--------------------------|
| Delta: 5-42-28            | Tangent: 109.67          |
| Chord: 219.07             | Course: N 74-26-54 W     |
| Course In: N 12-41-52 E   | Course Out: S 18-24-20 W |
| RP North: 7545.03         | East: -9838.85           |
| End North: 5457.57        | East: -10533.48          |
| Line Course: N 71-35-40 W | Length: 1192.78          |
| North: 5834.18            | East: -11665.24          |
| Line Course: S 18-24-20 W | Length: 50.00            |
| North: 5786.74            | East: -11681.03          |
| Line Course: S 71-35-40 E | Length: 598.11           |
| North: 5597.89            | East: -11113.52          |
| Line Course: S 55-43-04 E | Length: 660.41           |
| North: 5225.90            | East: -10567.84          |
| Line Course: S 00-17-19 E | Length: 1456.09          |
| North: 3769.83            | East: -10560.50          |
| Line Course: N 00-17-20 W | Length: 0.00             |
| North: 3769.83            | East: -10560.50          |

Perimeter: 6634.16 Area: 712,891 sq.ft. 16.37 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.01 Course: S 33-03-05 W

Error North: -0.007 East: -0.005

Precision 1: 792,011.13

-----  
-----  
Lot name: PCW

|                         |                          |
|-------------------------|--------------------------|
| North: 5336.33          | East: -14025.15          |
| Curve Length: 672.69    | Radius: 332.00           |
| Delta: 116-05-26        | Tangent: 532.25          |
| Chord: 563.38           | Course: S 12-51-11 E     |
| Course In: S 19-06-06 W | Course Out: S 44-48-28 E |
| RP North: 5022.61       | East: -14133.80          |
| End North: 4787.07      | East: -13899.83          |
| Curve Length: 345.86    | Radius: 268.00           |
| Delta: 73-56-28         | Tangent: 201.74          |
| Chord: 322.35           | Course: S 08-13-18 W     |
| Course In: S 44-48-28 E | Course Out: S 61-15-04 W |
| RP North: 4596.93       | East: -13710.96          |
| End North: 4468.03      | East: -13945.92          |
| Curve Length: 654.01    | Radius: 568.00           |
| Delta: 65-58-20         | Tangent: 368.67          |
| Chord: 618.48           | Course: S 61-44-06 E     |
| Course In: N 61-15-04 E | Course Out: S 04-43-16 E |

output.prn

|               |              |             |              |
|---------------|--------------|-------------|--------------|
| RP North:     | 4741.22      | East:       | -13447.94    |
| End North:    | 4175.15      | East:       | -13401.19    |
| Line Course:  | N 85-17-48 E | Length:     | 515.27       |
| North:        | 4217.40      | East:       | -12887.65    |
| Curve Length: | 664.18       | Radius:     | 1032.00      |
| Delta:        | 36-52-29     | Tangent:    | 344.05       |
| Chord:        | 652.78       | Course:     | S 76-15-58 E |
| Course In:    | S 04-42-12 E | Course Out: | N 32-10-17 E |
| RP North:     | 3188.87      | East:       | -12803.03    |
| End North:    | 4062.42      | East:       | -12253.54    |
| Line Course:  | S 57-49-43 E | Length:     | 53.69        |
| North:        | 4033.83      | East:       | -12208.09    |
| Curve Length: | 305.24       | Radius:     | 828.85       |
| Delta:        | 21-06-00     | Tangent:    | 154.37       |
| Chord:        | 303.52       | Course:     | S 68-22-43 E |
| Course In:    | N 32-10-17 E | Course Out: | S 11-04-17 W |
| RP North:     | 4735.42      | East:       | -11766.77    |
| End North:    | 3921.99      | East:       | -11925.93    |
| Line Course:  | N 78-55-43 W | Length:     | 346.04       |
| North:        | 3988.44      | East:       | -12265.53    |
| Line Course:  | N 57-49-43 W | Length:     | 29.24        |
| North:        | 4004.01      | East:       | -12290.29    |
| Curve Length: | 619.77       | Radius:     | 963.00       |
| Delta:        | 36-52-29     | Tangent:    | 321.05       |
| Chord:        | 609.13       | Course:     | N 76-15-58 W |
| Course In:    | S 32-10-17 W | Course Out: | N 04-42-12 W |
| RP North:     | 3188.87      | East:       | -12803.04    |
| End North:    | 4148.63      | East:       | -12882.00    |
| Line Course:  | S 85-17-48 W | Length:     | 529.75       |
| North:        | 4105.19      | East:       | -13409.97    |
| Curve Length: | 631.30       | Radius:     | 600.00       |
| Delta:        | 60-17-06     | Tangent:    | 348.40       |
| Chord:        | 602.58       | Course:     | N 64-33-39 W |
| Course In:    | N 04-42-12 W | Course Out: | S 55-34-54 W |
| RP North:     | 4703.17      | East:       | -13459.16    |
| End North:    | 4364.03      | East:       | -13954.12    |
| Line Course:  | N 34-25-06 W | Length:     | 109.04       |
| North:        | 4453.98      | East:       | -14015.76    |
| Curve Length: | 102.97       | Radius:     | 223.00       |
| Delta:        | 26-27-23     | Tangent:    | 52.42        |
| Chord:        | 102.06       | Course:     | N 21-11-24 W |
| Course In:    | N 55-34-54 E | Course Out: | S 82-02-17 W |
| RP North:     | 4580.03      | East:       | -13831.80    |
| End North:    | 4549.14      | East:       | -14052.65    |
| Curve Length: | 320.06       | Radius:     | 345.00       |
| Delta:        | 53-09-15     | Tangent:    | 172.59       |
| Chord:        | 308.71       | Course:     | N 18-36-55 E |
| Course In:    | N 82-02-17 E | Course Out: | N 44-48-28 W |

output.prn

RP North: 4596.93 East: -13710.97  
 End North: 4841.70 East: -13954.11  
 Curve Length: 516.67 Radius: 255.00  
 Delta: 116-05-26 Tangent: 408.80  
 Chord: 432.72 Course: N 12-51-11 W  
 Course In: N 44-48-28 W Course Out: N 19-06-06 E  
 RP North: 5022.61 East: -14133.81  
 End North: 5263.57 East: -14050.36  
 Line Course: N 70-53-54 W Length: 122.41  
 North: 5303.63 East: -14166.03  
 Curve Length: 301.00 Radius: 303.00  
 Delta: 56-55-02 Tangent: 164.23  
 Chord: 288.77 Course: N 42-26-23 W  
 Course In: N 19-06-06 E Course Out: S 76-01-08 W  
 RP North: 5589.95 East: -14066.88  
 End North: 5516.74 East: -14360.90  
 Line Course: N 13-58-52 W Length: 636.66  
 North: 6134.54 East: -14514.72  
 Line Course: N 76-01-08 E Length: 20.59  
 North: 6139.52 East: -14494.74  
 Line Course: N 13-58-52 W Length: 103.91  
 North: 6240.35 East: -14519.85  
 Line Course: N 28-24-10 E Length: 32.33  
 North: 6268.79 East: -14504.47  
 Line Course: S 61-35-50 E Length: 124.70  
 North: 6209.47 East: -14394.78  
 Line Course: S 23-11-55 E Length: 37.47  
 North: 6175.03 East: -14380.02  
 Line Course: S 00-00-00 W Length: 175.00  
 North: 6000.03 East: -14380.02  
 Line Course: S 13-45-54 E Length: 575.54  
 North: 5441.02 East: -14243.07  
 Curve Length: 123.16 Radius: 270.00  
 Delta: 26-08-05 Tangent: 62.67  
 Chord: 122.09 Course: S 57-49-52 E  
 Course In: N 45-14-11 E Course Out: S 19-06-06 W  
 RP North: 5631.15 East: -14051.37  
 End North: 5376.02 East: -14139.72  
 Line Course: S 70-53-54 E Length: 121.23  
 North: 5336.34 East: -14025.17

Perimeter: 8789.77 Area: 319,571 sq.ft. 7.34 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.02 Course: N 56-43-15 W  
 Error North: 0.013 East: -0.019

Precision 1: 380,811.84

page 1

Project: 9605  
1:29 1998

Thu Jan 22 14:5

## Lot Map Check

-----  
-----  
Lot name: EAST

|       |                         |                          |
|-------|-------------------------|--------------------------|
|       | North: 3769.83          | East: -10560.50          |
| Curve | Length: 27.51           | Radius: 1920.50          |
|       | Delta: 0-49-15          | Tangent: 13.76           |
|       | Chord: 27.51            | Course: N 82-40-20 E     |
|       | Course In: N 06-55-02 W | Course Out: S 07-44-17 E |
|       | RP North: 5676.35       | East: -10791.80          |
|       | End North: 3773.34      | East: -10533.21          |
| Line  | Course: N 82-15-43 E    | Length: 706.66           |
|       | North: 3868.49          | East: -9832.99           |
| Line  | Course: N 07-44-17 W    | Length: 200.00           |
|       | North: 4066.67          | East: -9859.91           |
| Curve | Length: 1028.83         | Radius: 900.00           |
|       | Delta: 65-29-51         | Tangent: 578.87          |
|       | Chord: 973.72           | Course: N 29-14-56 W     |
|       | Course In: N 28-00-09 E | Course Out: N 86-30-00 W |
|       | RP North: 4861.30       | East: -9437.36           |
|       | End North: 4916.25      | East: -10335.68          |
| Line  | Course: N 03-30-00 E    | Length: 323.08           |
|       | North: 5238.73          | East: -10315.95          |
| Curve | Length: 9.93            | Radius: 10.00            |
|       | Delta: 56-54-04         | Tangent: 5.42            |
|       | Chord: 9.53             | Course: N 24-57-02 W     |
|       | Course In: N 86-30-00 W | Course Out: N 36-35-56 E |
|       | RP North: 5239.34       | East: -10325.93          |
|       | End North: 5247.36      | East: -10319.97          |
| Curve | Length: 69.22           | Radius: 60.00            |
|       | Delta: 66-05-56         | Tangent: 39.04           |
|       | Chord: 65.44            | Course: N 20-21-06 W     |
|       | Course In: N 36-35-56 E | Course Out: N 77-18-08 W |
|       | RP North: 5295.53       | East: -10284.20          |
|       | End North: 5308.72      | East: -10342.73          |
| Line  | Course: N 12-41-52 E    | Length: 92.37            |
|       | North: 5398.83          | East: -10322.43          |

output.prn

Curve Length: 219.16 Radius: 2200.00  
Delta: 5-42-28 Tangent: 109.67  
Chord: 219.07 Course: N 74-26-54 W  
Course In: N 12-41-52 E Course Out: S 18-24-20 W  
RP North: 7545.03 East: -9838.85  
End North: 5457.57 East: -10533.48  
Line Course: N 71-35-40 W Length: 1192.78  
North: 5834.18 East: -11665.24  
Line Course: S 18-24-20 W Length: 50.00  
North: 5786.74 East: -11681.03  
Line Course: S 71-35-40 E Length: 598.11  
North: 5597.89 East: -11113.52  
Line Course: S 55-43-04 E Length: 660.41  
North: 5225.90 East: -10567.84  
Line Course: S 00-17-19 E Length: 1456.09  
North: 3769.83 East: -10560.50  
Line Course: N 00-17-20 W Length: 0.00  
North: 3769.83 East: -10560.50

Perimeter: 6634.16 Area: 712,891 sq.ft. 16.37 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.01 Course: S 33-03-05 W

Error North: -0.007 East: -0.005

Precision 1: 792,011.13

Lot name: PCW

North: 4468.03 East: -13945.92  
Curve Length: 653.84 Radius: 568.00  
Delta: 65-57-16 Tangent: 368.54  
Chord: 618.33 Course: S 61-43-34 E  
Course In: N 61-15-04 E Course Out: S 04-42-12 E  
RP North: 4741.22 East: -13447.94  
End North: 4175.13 East: -13401.36  
Line Course: N 85-17-48 E Length: 515.45  
North: 4217.40 East: -12887.65  
Curve Length: 664.18 Radius: 1032.00  
Delta: 36-52-29 Tangent: 344.05  
Chord: 652.78 Course: S 76-15-58 E  
Course In: S 04-42-12 E Course Out: N 32-10-17 E  
RP North: 3188.87 East: -12803.03  
End North: 4062.42 East: -12253.54  
Line Course: S 57-49-43 E Length: 53.69

output.prn

|       |                         |                |                          |
|-------|-------------------------|----------------|--------------------------|
|       | North: 4033.83          |                | East: -12208.09          |
| Curve | Length: 305.24          |                | Radius: 828.85           |
|       | Delta: 21-06-00         |                | Tangent: 154.37          |
|       | Chord: 303.52           |                | Course: S 68-22-43 E     |
|       | Course In: N 32-10-17 E |                | Course Out: S 11-04-17 W |
|       | RP North: 4735.42       |                | East: -11766.77          |
|       | End North: 3921.99      |                | East: -11925.93          |
| Line  | Course: N 78-55-43 W    | Length: 346.04 |                          |
|       | North: 3988.44          |                | East: -12265.53          |
| Line  | Course: N 57-49-43 W    | Length: 29.24  |                          |
|       | North: 4004.01          |                | East: -12290.28          |
| Curve | Length: 619.77          |                | Radius: 963.00           |
|       | Delta: 36-52-29         |                | Tangent: 321.05          |
|       | Chord: 609.13           |                | Course: N 76-15-58 W     |
|       | Course In: S 32-10-17 W |                | Course Out: N 04-42-12 W |
|       | RP North: 3188.87       |                | East: -12803.03          |
|       | End North: 4148.63      |                | East: -12882.00          |
| Line  | Course: S 85-17-48 W    | Length: 529.75 |                          |
|       | North: 4105.19          |                | East: -13409.96          |
| Curve | Length: 631.30          |                | Radius: 600.00           |
|       | Delta: 60-17-06         |                | Tangent: 348.40          |
|       | Chord: 602.58           |                | Course: N 64-33-39 W     |
|       | Course In: N 04-42-12 W |                | Course Out: S 55-34-54 W |
|       | RP North: 4703.17       |                | East: -13459.16          |
|       | End North: 4364.03      |                | East: -13954.12          |
| Line  | Course: N 34-25-06 W    | Length: 109.04 |                          |
|       | North: 4453.98          |                | East: -14015.75          |
| Curve | Length: 102.97          |                | Radius: 223.00           |
|       | Delta: 26-27-23         |                | Tangent: 52.42           |
|       | Chord: 102.06           |                | Course: N 21-11-24 W     |
|       | Course In: N 55-34-54 E |                | Course Out: S 82-02-17 W |
|       | RP North: 4580.03       |                | East: -13831.79          |
|       | End North: 4549.14      |                | East: -14052.64          |
| Curve | Length: 320.06          |                | Radius: 345.00           |
|       | Delta: 53-09-15         |                | Tangent: 172.59          |
|       | Chord: 308.71           |                | Course: N 18-36-55 E     |
|       | Course In: N 82-02-17 E |                | Course Out: N 44-48-28 W |
|       | RP North: 4596.93       |                | East: -13710.97          |
|       | End North: 4841.70      |                | East: -13954.10          |
| Curve | Length: 516.67          |                | Radius: 255.00           |
|       | Delta: 116-05-26        |                | Tangent: 408.80          |
|       | Chord: 432.72           |                | Course: N 12-51-11 W     |
|       | Course In: N 44-48-28 W |                | Course Out: N 19-06-06 E |
|       | RP North: 5022.61       |                | East: -14133.81          |
|       | End North: 5263.57      |                | East: -14050.36          |
| Line  | Course: N 70-53-54 W    | Length: 122.41 |                          |
|       | North: 5303.63          |                | East: -14166.03          |
| Curve | Length: 301.00          |                | Radius: 303.00           |

output.prn

|                           |                          |
|---------------------------|--------------------------|
| Delta: 56-55-02           | Tangent: 164.23          |
| Chord: 288.77             | Course: N 42-26-23 W     |
| Course In: N 19-06-06 E   | Course Out: S 76-01-08 W |
| RP North: 5589.95         | East: -14066.87          |
| End North: 5516.74        | East: -14360.90          |
| Line Course: N 13-58-52 W | Length: 636.66           |
| North: 6134.54            | East: -14514.72          |
| Line Course: N 76-01-08 E | Length: 20.59            |
| North: 6139.52            | East: -14494.74          |
| Line Course: N 13-58-52 W | Length: 103.91           |
| North: 6240.35            | East: -14519.84          |
| Line Course: N 28-24-10 E | Length: 32.33            |
| North: 6268.79            | East: -14504.46          |
| Line Course: S 61-35-50 E | Length: 124.70           |
| North: 6209.47            | East: -14394.77          |
| Line Course: S 23-11-55 E | Length: 37.47            |
| North: 6175.03            | East: -14380.01          |
| Line Course: S 00-00-00 W | Length: 175.00           |
| North: 6000.03            | East: -14380.01          |
| Line Course: S 13-45-54 E | Length: 575.54           |
| North: 5441.02            | East: -14243.07          |
| Curve Length: 123.16      | Radius: 270.00           |
| Delta: 26-08-05           | Tangent: 62.67           |
| Chord: 122.09             | Course: S 57-49-52 E     |
| Course In: N 45-14-11 E   | Course Out: S 19-06-06 W |
| RP North: 5631.15         | East: -14051.36          |
| End North: 5376.02        | East: -14139.72          |
| Line Course: S 70-53-54 E | Length: 121.23           |
| North: 5336.34            | East: -14025.17          |
| Curve Length: 672.69      | Radius: 332.00           |
| Delta: 116-05-26          | Tangent: 532.25          |
| Chord: 563.38             | Course: S 12-51-11 E     |
| Course In: S 19-06-06 W   | Course Out: S 44-48-28 E |
| RP North: 5022.63         | East: -14133.81          |
| End North: 4787.08        | East: -13899.84          |
| Curve Length: 345.86      | Radius: 268.00           |
| Delta: 73-56-28           | Tangent: 201.74          |
| Chord: 322.35             | Course: S 08-13-18 W     |
| Course In: S 44-48-28 E   | Course Out: S 61-15-04 W |
| RP North: 4596.94         | East: -13710.97          |
| End North: 4468.04        | East: -13945.94          |
| Line Course: S 28-44-56 E | Length: 0.00             |
| North: 4468.04            | East: -13945.94          |

Perimeter: 8789.77 Area: 319,571 sq.ft. 7.34 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.02 Course: N 50-12-49 W

Error North: 0.013  
Precision 1: 434,468.14

output.prn  
East: -0.016



## THE CITY OF SAN DIEGO

January 21, 1998

William Davis  
Executive Vice President and  
General Manager  
Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995

Dear Bill:

Re: Proposed Sea World Expansion

To meet your request for the earliest possible City Council review of the proposed lease amendment, I would like to identify the issues which need to be addressed. If these items are completed, I anticipate taking the project to the City Council in mid-March or early April.

We have not yet received Sea World's proposed lease amendment. City staff will need to review the document before meeting with Sea World representatives to discuss outstanding issues, if any. If we receive the amendment during the week of January 23, I suggest meeting during the week of February 9 to discuss it. The proposed amendment will also require a development plan showing the exact location of the proposed parking area and footprint for the future exhibit. When the legal description and plat map are finalized, they will also become part of the proposed amendment.

I understand Sea World's 1999 exhibit will be taken to the Mission Bay Park Committee and the Design Review Committee in February. The proposed expansion project should be taken to the Mission Bay Park Committee and the Park & Recreation Board in March. It is my hope that the environmental documents will be completed by the Park & Recreation Board meeting, as it should be part of the report to the committee.

Sea World will also be required to contact the California Regional Water Quality Control Board (RWQCB) and the Local Enforcement Agency (LEA). Under separate cover, my staff will forward sample documents to be utilized for those agencies. While both agencies must ultimately approve any development over the landfill portion of the expansion area, their approval is not required before the lease amendment is reviewed by the City Council.



### Real Estate Assets

202 C Street, MS 98 • San Diego, CA 92101  
Tel (619) 236-6144 Fax (619) 236-7003

William Davis  
January 21, 1998  
Page 2

Finally, the minimum rent is due to be adjusted in January of 1999. I would like to adjust the minimum rent early, to be effective upon commencement of the lease amendment. The new minimum annual rental rate would be approximately \$4,086,507.46. The actual amount cannot be determined until the December 1997 rent and the 3% surcharge is paid. It is subject to further revision if a future audit reveals under or over payment in the period specified. Attached is a breakdown of the calculations.

Please contact me at 236-6144, or Linda Fierro at 236-6985, with any comments or questions you may have, or to set up a meeting to discuss the amendment.

Sincerely,



Robert J. Collins  
Real Estate Assets Manager

Attachment

LMF:sdb

cc: Richard A. Burt, Attorney At Law, Gray Cary Ware Freidenrich  
Patrick Owen, Vice President, Sea World of California  
William T. Griffith, City Attorney's Office

bcc: Jane E. Vickers  
Terri Williams  
John Kovac

## ANNUAL MINIMUM RENT ADJUSTMENT

Minimum annual rent shall be adjusted to 80% of the average rent due or paid for the three accounting years preceding the adjustment. (Subparagraph A.2 of Article IV existing Sea World lease.)

Current annual minimum rent: \$3,581,626.66

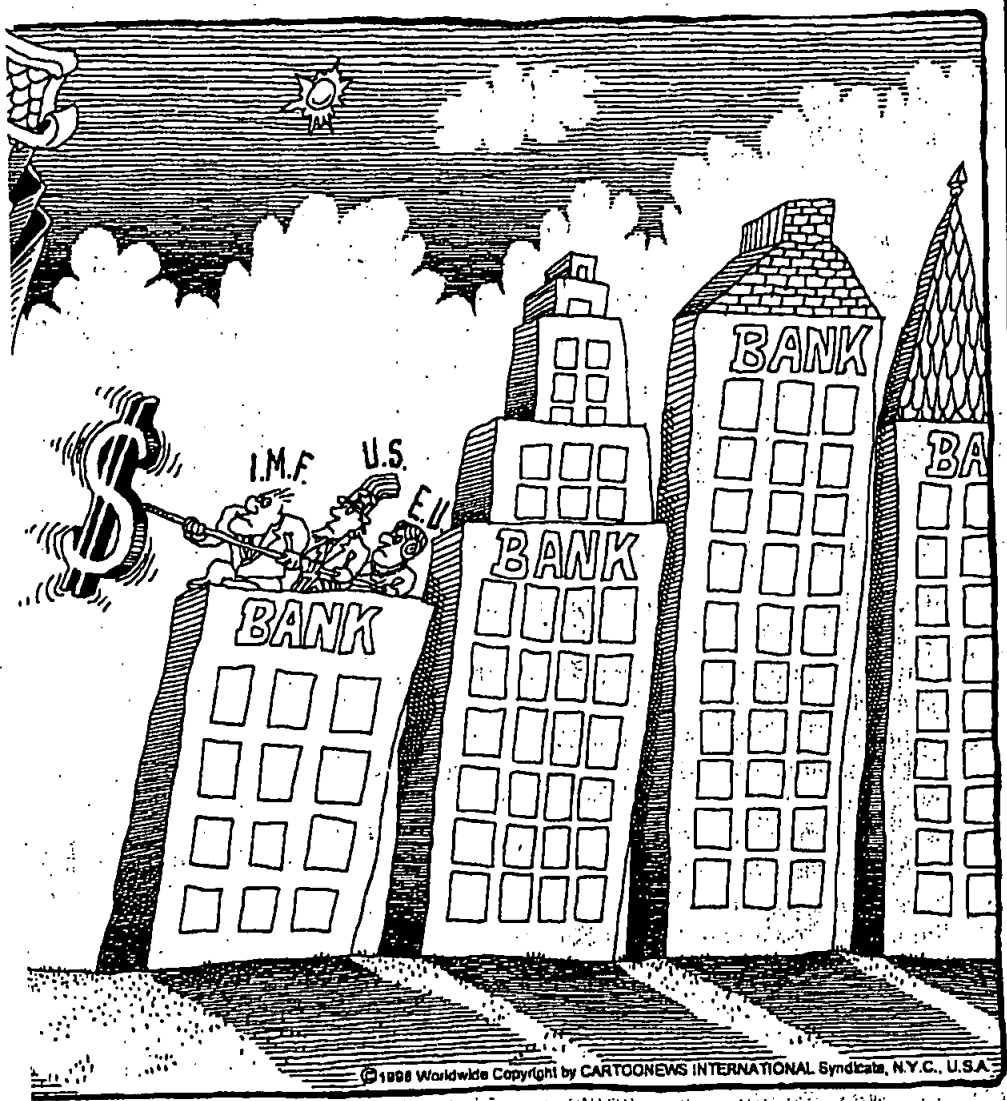
|                        |                 |
|------------------------|-----------------|
| Rent Paid to City 1995 | \$4,649,726.00  |
| Rent Paid to City 1996 | \$5,333,492.00  |
| Rent Paid to City 1997 | \$5,341,185.00* |
| Annual Average         | \$5,108,134.33  |
| 80% of Annual Average  | \$4,086,507.46  |

**Estimated new minimum annual rent: \$4,086,507.46. To be recalculated when December 1997 rent and 3% Surcharge is paid. (May be subject to further recalculation if a future audit reveals a rent under or over payment.)**

\*Rent paid for the months January - November, 1997.

File: Leases -  
Sea World/02

# OPINION



## I hazard facing the IMF ries sink would spread trouble to America

ne politicians to lose  
chorus for with-  
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as he says he will,  
will increase the

**James O.  
Goldsborough**

THE SAN DIEGO UNION-TRIBUNE

not get back 100 cents on the dollars they loaned. When short-term debts are packaged up as long-term bonds, as they will be, lenders will incur huge losses, just as they did with bad loans to Latin America in the 1980s. Remember the Brady Plan?

A related point: The IMF offers loans, not gifts. The money will be paid back, as Mexico is paying back its loans, with interest. There is some possibility of government default, but it is small. The Asians are down; they are far from out.

I asked the chief commercial loan officer for one of Europe's largest banks why the Europeans are so exposed in Asia. U.S. banks have some exposure (\$35 billion), but the Europeans (\$100 billion), along with the Japanese (\$118 billion), have the most risk. "There was stiff competition for the loans," she said. "That means we didn't always look as carefully as we should have at the books. And when we did, they didn't always show us everything. They are ingenious at concealment."

This bank is already writing down its loans, already feeling the pain.

The IMF is not a regulatory body. It lacks the economic levers of governments and central banks. It can warn nations (and credi-

## Sea World's contribution to San Diego

By William A. Davis

**A**n odd-shaped 16.5-acre patch of land that straddles Sea World's eastern boundary represents an opportunity to increase revenues for the city of San Diego.

The city and Sea World currently are negotiating to amend their existing lease to add this commercial-use area as defined by the Mission Bay Master Plan. Sea World paid the city \$1.2 million to hold this narrow strip of land while negotiations continue. A successful conclusion of these negotiations will result in added parking and future attractions for Sea World, a San Diego icon for nearly 35 years.

A related issue under negotiation requires Sea World to assume responsibility for landscape maintenance on Sea World Drive and Perez Cove Way. This would save the city significant maintenance and landscape costs.

The lease agreement Sea World established with the city in 1962 calls for the park to pay the city a set percentage of its gross income — approximately 5 percent. The actual dollar amount has increased annually. The proposed expansion will allow the park to accommodate in excess of 4 million guests annually, directly increasing San Diego's income.

Every 10 years, the park and the city formally review the terms of the lease. The percentage of city revenue from parking, admissions, food and merchandise is evaluated. At the most recent meeting in 1994, the city and Sea World reviewed the lease and increased the percentage of the park's gross annual income that San Diego will receive.

The proposed lease amendment is just the most recent opportunity in what has been a mutually productive partnership between Sea World and the city since the park opened in 1964.

In its early years, Sea World struggled to survive. Realizing that it offered guests an experience unduplicated by any other family destination, the park weathered early financial storms, never asking San Diegans for public funding. The park was one of the pioneering businesses established on Mission Bay and immediately assumed a position of leadership in development and marketing to attract visitors.

Perseverance, an excellent product, global marketing and an unparalleled location paid off, and in the past 34 years, Sea World has become a \$1 billion annual engine that helps power the entire region's economy.

Sea World currently pays \$19 million a year in taxes, ranking us as one of the seven top taxpayers in the county.

A recent *San Diego Union-Tribune* article quotes a critic who says other recre-

**Sea World has invested**

The IMF is not a regulatory body. It lacks the economic levers of governments and central banks. It can warn nations (and creditors, who should know anyway) that things are going wrong, as it warned Thailand last year, where the crisis started. But it can do nothing to change national policy until the trouble starts.

Once a nation seeks help, however, the equation changes. The IMF puts conditions on its credit with two goals in mind: restoring market confidence in the troubled nation and seeing that the trouble doesn't spread.

IMF loans won't give Thais and Indonesians back the 80 percent they have lost on their stock markets. But the loans and conditions that accompany them (e.g., high interest rates), will stabilize the local currencies, making it easier to pay the debts and contain the damage.

In their opposition to the IMF, Kemp, Forbes and Faircloth ignore that a healthy world economy is the source of America's wealth. It's easy to long for the days when America was economically self-sufficient. Ross Perot ran for president on that theme: Return with me, he said two years ago, to 1950, when 90 percent of the goods sold in America were made in America (it's less than 50 percent today).

But there's no turning back. In 1950, foreign trade was less than 10 percent of our economy, and today it is nearly 25 percent. In 1950, we imported 23 percent of our oil at \$1.50 a barrel, and today we import 55 percent at \$20 a barrel. To buy abroad, you need to sell abroad.

The United States is prosperous because, World War II over, we set about creating a world of democratic, peaceful, trading nations, joined together in a network of voluntary international institutions such as the United Nations and International Monetary Fund, whose job was to ease tensions and moderate crises.

Withhold our IMF contribution? Few things would be more self-contradictory or self-defeating. Forbes, Kemp and Faircloth are urging a course of action that strikes at the source of U.S. prosperity.

## Sea World has invested a quarter of a billion dollars in Mission Bay just since 1990.

ational attraction parks pay more. It is absurd to compare the terms of the agreement between the new Yosemite concessions operator and the National Park Service to the terms of the Sea World lease. The Yosemite concessionaire is not responsible for any maintenance, repairs, improvements or operating expenses. Yosemite's expenses are federally funded.

Sea World, on the other hand, has invested a quarter of a billion dollars in Mission Bay just since 1990 to attract tens of millions of visitors to the city, bringing with them billions of private-sector dollars and tax revenue. We pay five times as much rent to the city as the next largest Mission Bay lessee. The city regards Sea World as Mission Bay's "anchor tenant."

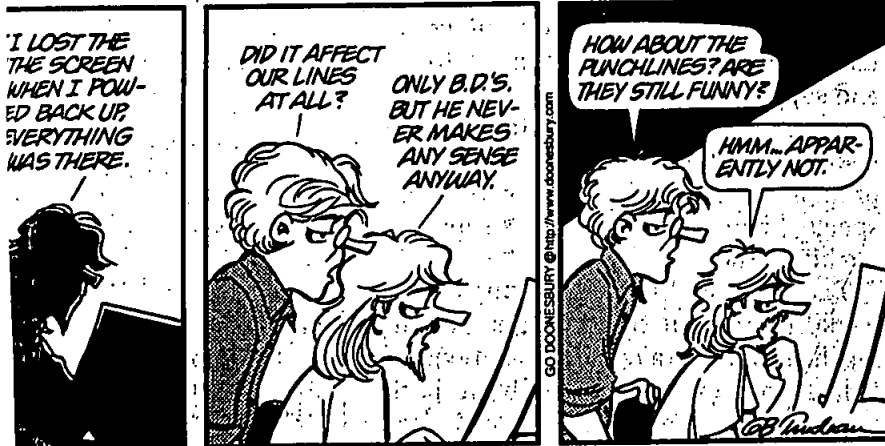
A new economic impact study documents Sea World's \$1 billion annual contribution to the local economy. The park also directly and indirectly provides 10,000 jobs each year. Sea World is San Diego's most visited attraction and one of the principal reasons tourism is San Diego's and California's third largest industry. The park invests many millions in marketing locally, statewide, nationally and internationally to bring visitors to San Diego, benefiting countless other businesses in and around the city.

Sea World also gives back to the city, county and region on many other levels. As a member of the Marine Mammal Stranding Network, the park underwrites California's largest and most sophisticated animal rescue and rehabilitation program. Sea World has spent hundreds of thousands of dollars treating "J.J.," the orphaned gray whale calf stranded on the beach at Marina del Rey last January.

Sea World has been a part of the fabric of San Diego since it opened in 1964. The park is proud of our role in making this America's Finest City.

**DAVIS** is executive vice president and general manager of Sea World of California.

By Garry Trudeau





January 6, 1998

Attention: Ellen Lirley  
California Coastal Commission  
San Diego Coast Area  
3111 Camino Del Rio North, Suite 200  
San Diego, CA 92108-1725

RECEIVED  
JAN 07 1997  
REAL ESTATE ASSETS

Reference: Coastal Development Permit Application - Security Fence Up-Grade

Dear Ellen:

Attached find Application for Coastal Development Permit for the security fence up-grade. This project has been initiated due to recent trespassing and vandalism incidents here at Sea World of California. Our corporate security has advised us that we need to proceed with this project immediately. Based on the limited scope of this project, if we could pursue getting approval on this permit as an administrative action as opposed to having to go to the full board of commissioners, we would be able to expedite this project.

Your assistance on this matter is appreciated. Please contact me at 619-226-3628 if you have any questions concerning this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Owen".

Patrick Owen  
Vice President  
Design & Engineering

CC: Bill Davis SWC

Gary Reist, SWC

Linda Fierro, City of San Diego

John Redlinger, BEC

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



Busch Entertainment  
Corporation  
ONE OF THE ANHEUSER-BUSCH COMPANIES

**Alfred C. Strohleln**

3558 Jewell Street, San Diego CA 92109-6723

Phone: 619/274-2362 Fax: 619/274-2361 e-mail: callistro@att.net

File: Leases -  
Sea World/02

Mr. Peter Douglas, Executive Director and  
CALIFORNIA COASTAL COMMISSIONERS  
3111 Camino Del Rio North, Suite 200  
San Diego, CA 92108-1725

APPLICATION NO. 6-97-121  
Sea World of California

Proposed  
(1999 Exhibit)

Dear Mr. Douglas and Commissioners:

December 27, 1997

I wish to object to the latest application being proposed by "Sea World" (Anheuser Busch) regarding changes to its existing leasehold on Mission Bay. This is merely one more, thinly veiled attempt to incorporate all of Mission Bay into its perpetual lease.

It is highly unlikely that Anheuser Busch (AB) would remove existing exhibits, replacing them with new and expensive attractions just to produce a deficit in the visitor load or a mere maintenance of the status quo.

Far more likely—especially if history is any guide—is the covert intention by AB to increase the number of visitors to its never-ending leasehold in one of America's most desirable vacation venues. With yet one more change in its lease, AB is virtually guaranteed to return to the city and cite another need to capture more land for parking. The formula is quite simple: more people equates to more cars which equates to more parking. Therefore, if this latest change is granted, AB will claim that it needs to accommodate a greater load of visitors. The City Council is then guaranteed to smile benevolently on AB's request, leering at the prospect of more TOT and more revenue generated by an increased "gate". Everything trickles down but common sense.

Anheuser Busch has already laid claim to an additional 16.5 acres to the east of its existing leasehold, using the same canard that it "needs" more land for parking. The Commission should be painfully aware that AB now precludes public access to the Bay anywhere along its extensive water-front lease. And the use of prime park land for parking is a social obscenity. Mission Bay Park should be accessible for all the people, not just those who wish to pay \$30 to see whales cavort and, if the present petition is granted, to ride down another water-wasting watery chute. How this enhances the public perception and appreciation of sea life escapes me. (Jacques Cousteau is turning in his grave.)

AB already has over half its venue covered in concrete and asphalt (including 75 acres for parking and oil drips) raising the problem of runoff, whether oily or otherwise. While I can applaud the

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|                   |          |         |                    |            |   |
|-------------------|----------|---------|--------------------|------------|---|
| Post-It™ Fax Note | 7671     | Date    | 1/5/98             | # of pages | 3 |
| To                | Pat Owen | From    | Ellen Lirley       |            |   |
| Co./Dept.         | SeaWorld | Co.     | Coastal Commission |            |   |
| Phone #           |          | Phone # | 521-8036           |            |   |
| Fax #             | 226-3999 | Fax #   | 521-9672           |            |   |

Strohlein/2

Commission's recommendations to stipulate to a regular and monitored sweeping regimen, I urge the Commission to say "No" to this latest effort to expand AB's throttle on the City. At a paltry three cents per square foot, AB is getting quite a deal and at our expense. Surely they could afford to build a two-layer parking garage, even at the expense of precluding views of the bay.

Within a year or less of opening this latest attraction, AB will petition the city for more parking. In anticipation of that likelihood, AB deposited with the city a \$1.2 million "bribe" to investigate the suitability of the adjacent 16.5 acres. With this, another expansion cycle was completed.

Furthermore, as soon as that 16.5 acres are added to AB's perpetual lease (which is never opened to public scrutiny or competitive bidding) the relentless expansion of the aquatic wonderland will commence anew with another request to add another ride or exhibit or restaurant enticing visitors with the prospect of free beer.

Two issues, out of the many I could mention, float to the surface of my concerns:

1) Since Perez Cove Way was incorporated into the Anheuser Busch leasehold, drivers are no longer able to access north-bound Ingraham Street with the aid of a traffic signal. Perez Cove Way afforded a far safer and more convenient method to merge with the traffic heading for Pacific Beach. Because Perez Cove Way is now "owned" by AB and subject to their whim, an unsafe condition prevails when attempting to leave west-bound "Sea World Drive" and merge into north-bound Ingraham; this is especially hard to do during heavy traffic and if you wish to attain the inner lanes that lead to Riviera Drive or Ingraham. (Most of the near misses occur when north-bound vehicles attempt to cross into the outer lanes heading for Mission Beach.) I suggest that the traffic study be expanded to monitor these unsafe conditions.

May I also suggest that local residents be permitted to use Perez Cove Way *as they once used to* and by-pass the toll booth leading into The St. Louis Beer Palace? Perez Cove Way is a public street and should remain open to the public.

2) Public access to the bay is gradually being eroded by AB's constant expansionist plans. Years ago, there was to be a bay-side walk and bike path which ran outside AB's leasehold along the water's edge. (The present staff report, page 5, alludes to future concerns about public access "when the lease is renewed...") The only access bikers now have is to ride through the parking lot or use the path that skirts the leasehold, never coming near the water, as was promised. Riding bikes through parking lots is no fun and hardly safe. Most drivers do not expect to compete with bikers in lots. In short, pedestrian and bike access to Mission Bay in this area is not as safe as it used to be and certainly nowhere near the promised plan.

I must take strong exception to the so-called improvement effected by relocating the main entrance to AB's lease. The old bus stop on Ingraham used to accommodate Sea World's visitors

Strohlein/3

quite adequately, who had only to walk a few feet to gain entrance, including those who wished to patronize the *Atlantis* restaurant. Bus riders must now endure a meandering and time-wasting sojourn through the parking lot, even when no passengers get off or on the bus. And need I add that Sea World has violated the terms of its lease by closing the family-oriented *Atlantis* which was built outside the leasehold so patrons could dine without having to enter Sea World? With public review or Council comment, the restaurant was simply closed (due to lack of business). Curiously, AB has since opened and plans to open more restaurants within their leasehold, forcing patrons to pay \$30 to get into the park to eat. (When the original Sea World opened, visitors were allowed to bring in food; annual family passes cost \$12.75.)

I urge the Commission to view the present proposal with a healthy skepticism. Every time AB moves to expand its lease or "improve" its attractions, certain unavoidable consequences ensue. Not the least of these is traffic which trickles down onto the neighboring communities. While I must admit that more visitors equates to more revenue to the local hotels and restaurants, I must also claim that traffic, in and of itself, is not a blessing. During peak holidays, access to nearby Mission Beach is closed and the "capture" lanes leading into AB from Route 5 are filled. While these conditions are seasonal, they do present a glimpse of things to come on a more permanent basis. (Early circulation plans called for the trolley to run from Old Town to Mission Beach, with a stop at Sea World. But without a city planner, San Diego isn't likely to do much planning.)

Expanding Sea World by granting an endless stream of petitions on a piecemeal basis may not seem at first blush to exceed a critical mass. However, if viewed over the 35 years I've lived within a mile of that venue and endured its chronic bombast every summer eve, one attains a certain cynical perspective that clauses alarums to sound of which parking and traffic are but two of the more evident pitches.

Because this latest petition will do nothing but increase traffic and preclude public access to South Mission Bay

**PLEASE DENY THE APPLICATION**

Sincerely,

/s/ *Alfred C. Strohlein*

Alfred C. Strohlein

cc: Ellen Lirley, San Diego Coastal Staff

## CALIFORNIA COASTAL COMMISSION

SAN DIEGO COAST AREA  
3111 CAMINO DEL RIO NORTH, SUITE 200  
SAN DIEGO, CA 92108-1725  
(619) 521-8036

Sea World, Inc./02

December 23, 1997

**IMPORTANT PUBLIC HEARING NOTICE****COASTAL PERMIT APPLICATION**

RECEIVED

DEC 24 1997

**PERMIT NUMBER:** 6-97-121**APPLICANT(S):** Sea World Of California

REAL ESTATE AGENT

**PROJECT DESCRIPTION:** (1999 Exhibit)

Redevelopment of approximately five acres within an existing theme park, including the construction of a 1,000-seat cafeteria style restaurant and a water ride attraction; project includes the removal of existing structures, animal exhibits and landscaping within the redevelopment area, construction of new animal exhibits and associated accessory facilities (restrooms, gift shops, etc.) and installation of landscaping. Grading includes 39,500 cu.yds. cut and 9,875 cu.yds. fill, with 29,625 cu.yds. export.

**PROJECT LOCATION:**

500 Sea World Drive., San Diego (San Diego County) (APN(s) 760-037-01)

**HEARING DATE AND LOCATION:**

**DATE:** Monday, January 12, 1998

**TIME:** Meeting begins at 10:00 AM

**PLACE:** Embassy Suites Hotel - San Luis Obispo  
333 Madonna Road

**HEARING PROCEDURES:**

This item has been scheduled for a public hearing and vote. People wishing to testify on this matter may appear at the hearing or may present their concerns by letter to the Commission on or before the hearing date. Copies of all correspondence will be provided to the Commission if received a minimum of three working days prior to the public hearing. Written comments may be of any length; oral testimony may be limited to 5 minutes or less for each speaker, depending on the number wishing to be heard.

The above item may be moved to the Consent Calendar for this Area by the Executive Director when, prior to Commission consideration of the Consent Calendar, staff and the applicant are in agreement on the staff recommendation. If this item is moved to the Consent Calendar, the Commission will either approve it with the recommended conditions in the staff report or remove the item from the Consent Calendar by a vote of three or more Commissioners. If the item is removed, the public hearing described above will still be held at the point in the meeting originally indicated on the agenda.

No one can predict how quickly the Commission will complete agenda items or how many will be postponed to a later date. The Commission begins each session at the time listed and considers each item in order, except in extraordinary circumstances. Staff at the appropriate Commission office can give you more information prior to the hearing date.

Questions regarding the report or the hearing should be directed to Ellen Lirley, Coastal Program Analyst, at the San Diego Coast Area office.



THE CITY OF

# SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

December 19, 1997

Gary L. Bostwick  
Bostwick & Hoffman  
100 Wilshire Blvd., Suite 1000  
Santa Monica, CA 90401-1198

Dear Mr. Bostwick:

Re: San Diego Reader Public Records Request

I am responding to your request for copies of documents relating to the proposed Sea World expansion.

The City of San Diego charges a copying fee of \$0.15 per copy. Please send a check made payable to the City Treasurer, in the amount of \$31.35 (\$0.15 x 209 pages) to the attention of Vladimir Balotsky at the address shown above. Once we receive the check, we will mail the documents to you.

You asked us to identify any documents we withhold. We are copying the environmental assessment report for the expansion area, the draft lease submitted by Sea World, and correspondence between Sea World and the City. We are not withholding any documents.

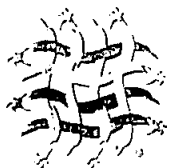
Should you have any questions regarding the material being sent to you, I can be reached at (619) 236-6985. I will be out of the office until January 5th.

Sincerely,

LINDA M. FIERRO  
Property Agent

Imf

cc: William T. Griffith, Deputy City Attorney  
Vladimir Balotsky, Property Agent



DIVERSITY  
BRINGS US ALL TOGETHER

bcc: Bob Collins  
Jane E. Vickers



File: Leases -  
Sea World/02

December 19, 1997

RECEIVED  
DEC 22 1997  
REAL ESTATE ASSET

Attention: John Kovac  
City of San Diego  
Land Development Project Review - Development Services  
1222 First Avenue, MS-501  
San Diego, CA 92101-4155

Reference: Environmental Review - Sea World of California Lease Amendment

Dear John:

Attached please find the Application for Environmental Review for Sea World of California Lease Amendment. This lease amendment will add the South Shores Commercial Parcel and the Perez Cove Road as defined by Use and Occupancy Permit to our present leasehold. As both these areas have been covered under previous EIR's, it is our opinion that no further review will be required. Upon your review of this application, I would like to meet with you to determine the next actions required in this process.

Your assistance on this matter is appreciated. Please contact me at 619-226-3628 if you have any questions concerning this project.

Sincerely,

Patrick Owen  
Vice President  
Design & Engineering

CC: Bill Davis SWC

David Watson, Gray Cary Ware Freidenrich

Louis Wolfsheimer, Milch & Wolfsheimer

Linda Fierro, City of San Diego

John Redlinger, BEC

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



Busch Entertainment  
Corporation  
ONE OF THE ANHEUSER-BUSCH COMPANIES

|                                     |                |
|-------------------------------------|----------------|
| CITY OF SAN DIEGO                   |                |
| REAL ESTATE ASSETS DEPT.            |                |
| <input type="checkbox"/>            | DIRECTOR       |
| <input type="checkbox"/>            | DEPUTY MANAGER |
| <input checked="" type="checkbox"/> | FILE COPY      |
| <input type="checkbox"/>            | CHRON COPY     |
| <input type="checkbox"/>            | ORIGINATOR     |

December 18, 1997

Ms. Cherry Ray Dimeff  
Sea World, Inc.  
1720 South Shores Road  
San Diego, CA 92109

Dear Ms. Dimeff:

Subject: Annual Educational Program Report

Pursuant to Article XXXVIII, EDUCATIONAL PROGRAM, of the Lease Agreement between the City of San Diego and Sea World, Inc. (see enclosed), please provide the 1997 audit indicating the number of students participating in the educational program, the total cost of the program and a statement of total income received from program admission fees. Please submit the report to this office no later than March 1, 1998.

Should you have any questions, please call me at 235-5248.

Sincerely,

V.B

VLADIMIR BALOTSKY  
Property Agent

Enclosure

H:\WPWDATA\EDUCATIO.WPD

across the Premises for utilities. The Premises shall also be subject to the rights of the United States Government as they now or may hereafter appear to exert dominion over the water area of Mission Bay, such as dredging and other governmental purposes. Provided, however, CITY shall not unreasonably interfere with LESSEE'S use of the Premises and will reimburse LESSEE for physical damages done to the permanent improvements located on the Premises resulting from CITY'S exercising the rights retained in this paragraph.

#### ARTICLE XXXVII

##### NONDISCRIMINATION

LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, physical handicap or medical condition 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.

#### ARTICLE XXXVIII

##### EDUCATIONAL PROGRAM

LESSEE shall provide during the entire Term of this Lease an educational program which shall be suitable for and available to all elementary school children with supervision to be provided by the schools. The program may be developed and administered by LESSEE'S staff. The fee for each student for participation in the program shall in no event exceed LESSEE'S documented cost of providing the educational program. Furthermore, the fee shall not exceed, except as hereinbelow provided, an amount of \$1.25 per student. The \$1.25 maximum may be adjusted upward or downward annually on May 1 by an amount equal to the percentage increase or decrease in the CPI during the preceding calendar year. LESSEE shall prepare and submit annually to the City Manager on or before March 1 an audit report

showing the number of students participating in the educational program during the preceding calendar year, together with the total cost of the program to LESSEE and a statement of total income received from program admission fees. It is the understanding and intent of CITY and LESSEE that in no event during the entire Term of this Lease shall the cost per student for the educational program exceed the lesser of (1) LESSEE'S actual cost per student or (2) the \$1.25 figure specified above as adjusted.

#### ARTICLE XXXIX

##### INSTITUTIONAL ADVERTISING

Institutional advertising, as authorized herein, shall mean corporate sponsorship of certain exhibits and attractions on the Premises whereby the sponsors may promote, or cause to be promoted or advertised, their products and/or services on said Premises. LESSEE agrees to control said institutional advertising to whatever extent necessary to maintain compatibility thereof with the primary purpose of a Marine Life Exhibit on the Premises and with CITY standards for the general development and uses of Mission Bay Park. CITY agrees to accept such institutional advertising as exists on the Premises as of the effective date of this Amendment to Lease Agreement; thereafter, however, all new contracts for institutional advertising on the Premises shall require the prior written approval of the City Manager.

#### ARTICLE XL

##### AFFIRMATIVE ACTION

LESSEE shall take affirmative action to improve employment opportunities of minorities and women by implementing the Affirmative Action Program for Lessees", a copy of which is on file in the Office of the City Clerk as Document No. 746205 and by this reference incorporated herein. Minorities are defined as Mexican-American, Black, Filipino, American Indian and Asian/Oriental. The goal of this



CITY OF SAN DIEGO  
Development Services Department

## Site Assessment/Mitigation/Hazardous Waste Disclosure Form

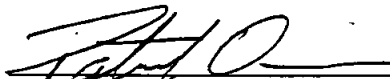
### Site Assessment/Mitigation Portion

Section 65962.4.e of the State of California Government Code requires that before the City of San Diego accepts as complete an application for any development project, that the applicant submit a signed statement indicating whether or not the project site has been identified on the San Diego County Site Assessment/Mitigation Listing. The **Site Assessment/Mitigation Case Listing** is posted in the Resource Room, Development and Environmental Planning Division, 5th floor, 1222 First Avenue, San Diego, CA 92101.

Please refer to the Listing (using site addresses) and complete the following by checking the appropriate box:

1. ☐ The project site is identified on the San Diego County **Site Assessment/Mitigation Case Listing**.
2. ☒ The project site is not identified on the San Diego County **Site Assessment/Mitigation Case Listing**.
3. ☐ To my knowledge no hazardous waste substances or contamination, including materials or products exist on the site which may be an environmental hazard to soil, ground water and/or the public health.

Applicant's Name (printed) Patrick Owen, V.P. Design & Engineering, SWC

Applicant's Signature  Date 12/16/97

By signing this form the applicant verifies that the project site has been checked against the **Site Assessment/Mitigation Case Listing** and that all the information provided above is accurate.

### Hazardous Waste Portion

In order to address the potential need for any proposed project to also obtain a Conditional Use Permit for Hazardous Waste Facilities (M.C. Section 101.0516), please answer the following questions on the back:

1. Will the project site be used for the treatment, transfer, storage, recovery, disposal, or recycling of hazardous waste defined as a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may either:

☐ yes ☒ no a. cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or

☐ yes ☒ no b. pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed? The term hazardous waste includes extremely hazardous waste.

2. Is the proposed project being undertaken for the purpose of siting and constructing a new hazardous waste facility or for the purpose of significantly expanding or modifying an existing hazardous waste facility that is being used or operated under a permit issued pursuant to Section 25200 of the California Health and Safety Code or a grant of interim status pursuant to Section 25200.5 of that code. Hazardous waste facility project includes a specified hazardous waste facility project which is defined as an off-site facility which serves more than one producer of hazardous waste?

☐ yes ☒ no

If the answer to either of these questions is yes, a Conditional Use Permit for Hazardous Waste Facilities may be required pursuant to Municipal Code Section 101.0516 and at least ninety (90) days before filing an application for such a Conditional Use Permit the applicant shall file with the Development and Environmental Planning Division and with the Office of Permit Assistance in the State Office of Planning and Research, a Notice of Intent to make the application.

MM 2/14/95



# Development Summary

(Additional Information for the General Project/Permit Application)

## 1. SUMMARY OF REQUEST

SEE ATTACHED

## 2. STREET ADDRESS

500 Sea World Drive

(Check one) ☒ N ☐ S ☐ E ☐ W

Between I-5 and Ingraham

## 3. SITE AREA

Total Site Area (gross): 16.5 / 182.3 Ac. Sq. Ft.

Net Site Area: 16.5 / 182.3 Ac. Sq. Ft.

(Net site area excludes required streets and public dedications)

## 4. COVERAGE DATA

Total Building Area (ground floor): 0 / 12.51 Ac. Sq. Ft.

Total Landscape/Open Space Area: 16.5 / 59.72 Ac. Sq. Ft.

Total Hardscape/Paved Area: 0 / 93.07 Ac. Sq. Ft.

Floor Area Ratio (FAR) NA Gross Floor Area (GFA) NA

## 5. DENSITY (Residential)

Maximum no. dwelling units allowed per zone: NA

Number of existing units to remain on site: NA

Number of proposed dwelling units on site: NA

Total number of units provided on the site: NA

## 6. YARD/SETBACK

Street Yard: Required NA Ft. Proposed NA Ft.

Street Side Yard: Required NA Ft. Proposed NA Ft.

Interior Yard(s): Required NA Ft. Proposed NA Ft.

Rear Yard: Required NA Ft. Proposed NA Ft.

## 7. PARKING

Parking Criteria:  
(Check one) ☐ Residential  
☒ Commercial  
☐ Industrial  
☐ Mixed Use  
☐ Other

Total number of spaces required by zone unzoned spaces

Total number of spaces provided on-site 8350 spaces

Commercial Development: Determined by study

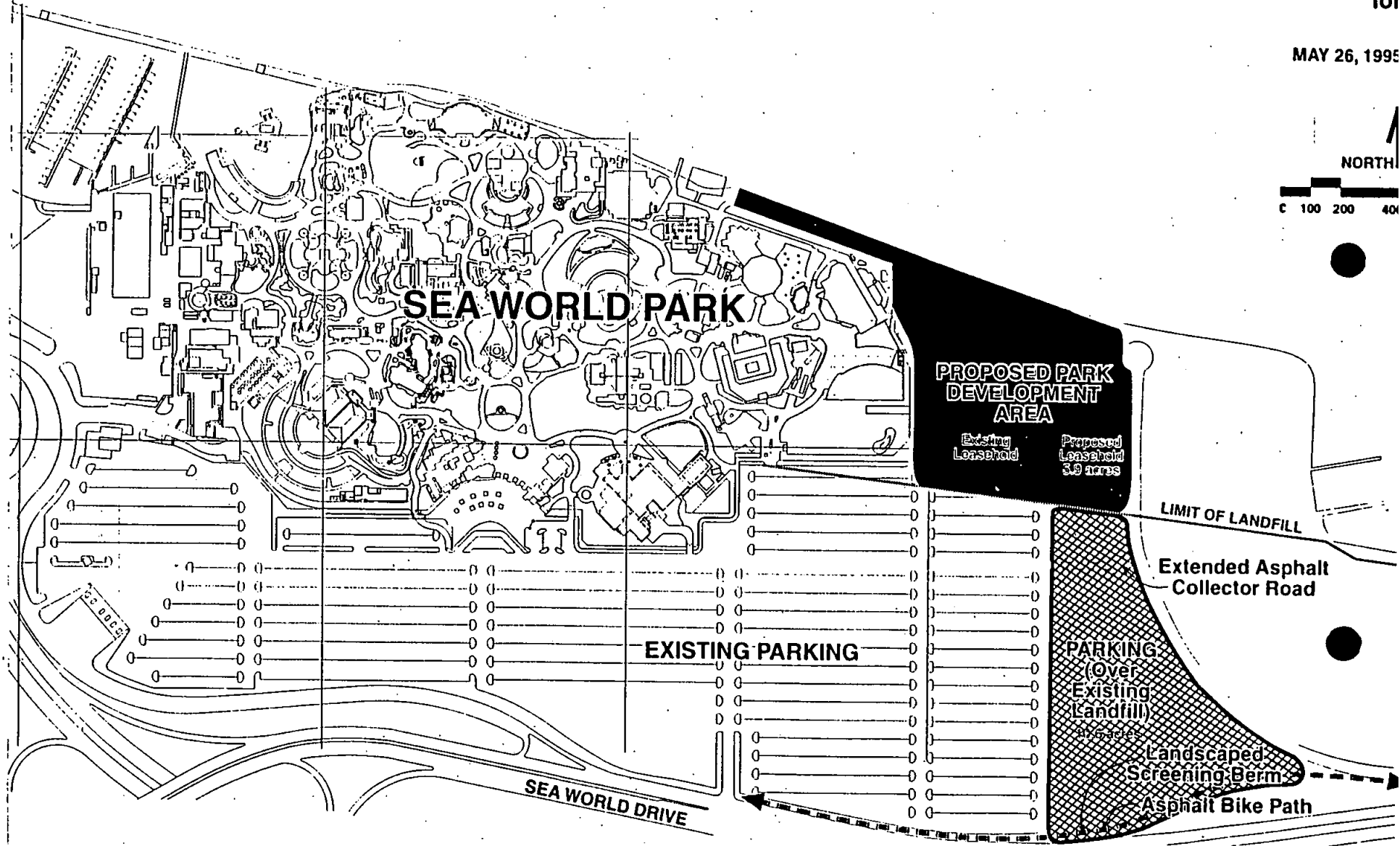
One space per NA Sq. Ft. GFA = NA spaces

# PROPOSED 16.5-ACRE EXPANSION for

MAY 26, 1995

NORTH

C 100 200 400



## Sea World of California Lease Amendment

As set forth in the "Letter of Intent" between Sea World of California and the City of San Diego, dated June 19, 1996 and approved by the City Council June 25, 1996, the lease amendment, when approved, will add the following new property to Sea World's leasehold:

1. Approximately 16.5 acres of land immediately adjacent to the easterly boundary of Sea World, identified in the Mission Bay Master Plan Update as the South Shores Commercial Parcel.
2. The physically traveled portion of Perez Cove Way between Sea World Drive and Ingram Street, as referred to in that certain Use and Occupancy Permit between the City and Sea World dated February 2, 1993.

### South Shores Commercial Parcel:

Present plans, although tentative at this time, will be to utilize approximately 10.5 acres of this parcel for guest parking. The area used for this surface parking would be located over the inactive Mission Bay Landfill which is located on the southern portion of the parcel. The remaining 6 acres adjacent to Mission Bay would be utilized for, but not limited to, approximately 3 new animal exhibits / interactive experiences / themed attractions; similar in size to existing attractions in this park or other parks in the Sea World System. Development of the parcel would proceed in 3 phases, first being the development of the perimeter fencing / landscape berm along the boundary of the parcel. The second phase would start the development of surface parking, then finally construction of exhibits / attractions. As stated in the Letter of Intent the first phase would commence "not later than two (2) years following the commencement of the Amended Lease".

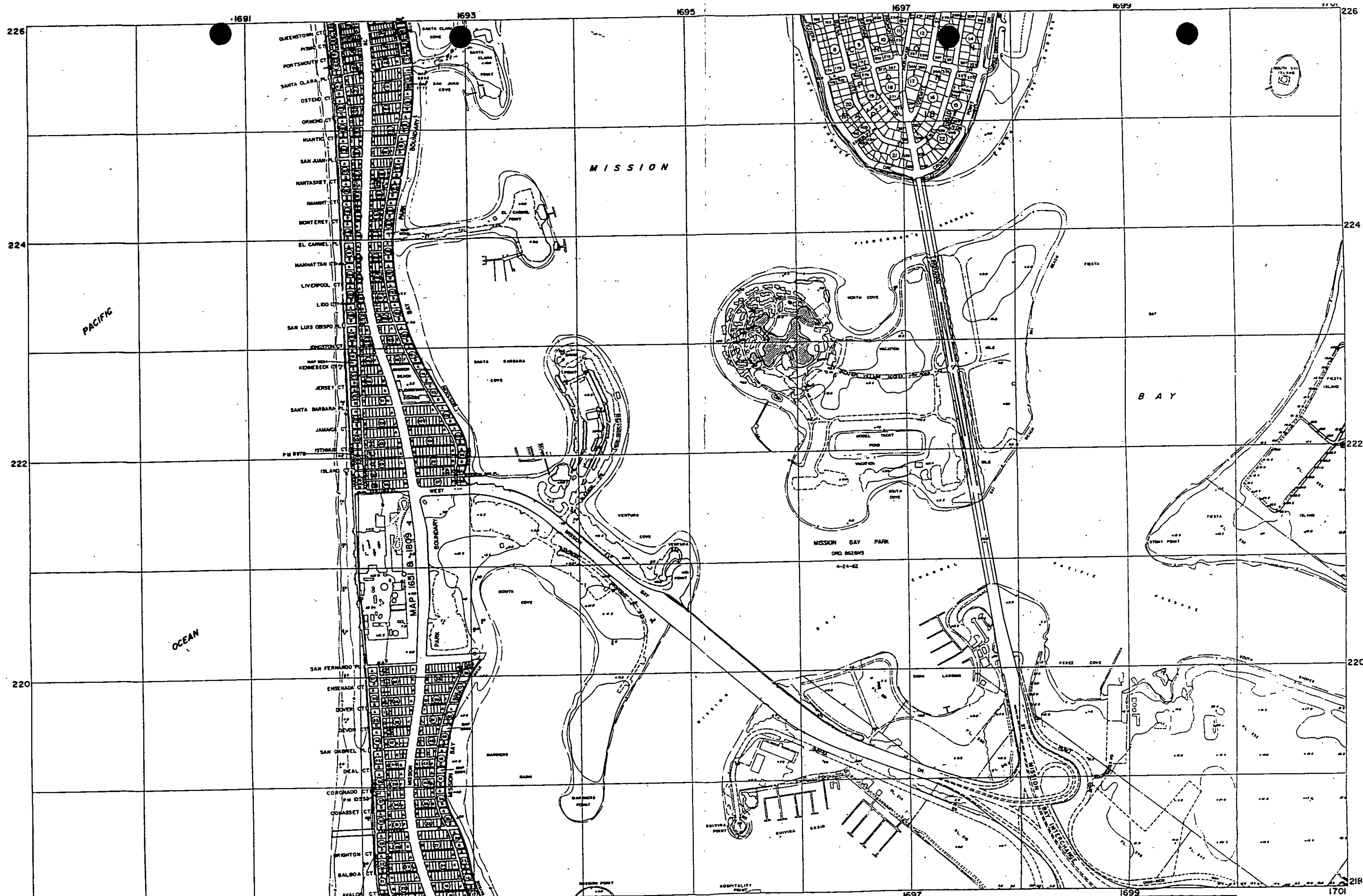
The Mission Bay Park Master Plan Update ("Master Plan") and its environmental impact report ("EIR") describe the 16.5 acres of land as suitable for several uses "including the expansion of Sea World attractions. . . ." (Master Plan, pp. 9, 50.) "The underlying objective is that this parcel is "best use" as commercial recreation or visitor-serving commercial support facilities." (Master Plan, p. 50.) The

Master Plan identified the site as one of the commercial lease areas that “only require adherence to the Design Guidelines . . . and could be redeveloped immediately following adoption of the Master Plan Update and certification of its EIR.” (Master Plan, p. 172.)

The Master Plan and the EIR contain specific regulatory and mitigation requirements for development throughout Mission Bay Park. These requirements and mitigation measures are found in the Natural Resources Management Plan in the Master Plan, the Implementation section of the Master Plan, the Design Guidelines of the Master Plan, and mitigation measures in the EIR. The proposed development for the South Shores Commercial Parcel complies with all of these requirements. The proposed development has no impact on areas of the park identified for preservation of water, marine or biological resources. Neither the Master Plan nor the EIR identify potential impacts or mitigation measures that deal directly with the South Shores Commercial Parcel.

Perez Cove Way:

The Use and Occupancy permit to allow modifications to parking and circulation at Sea World was covered under an amendment to EIR 84-0160 and was found to have no new significant environmental impacts. As the action from this lease amendment does not change the use of this area and only incorporates it into Sea World's present leasehold, there should not be any additional reviews required.



CITY OF SAN DIEGO, CALIFORNIA

SCALE 1 INCH = 300 FEET  
DATUM IS MEAN SEA LEVEL

|          |  |
|----------|--|
| BASE MAP |  |
| CHANGES  |  |
| REVISED  |  |

|          |  |
|----------|--|
| 228-1689 |  |
| 218-1701 |  |
| 210-1689 |  |

218-1689



City of San Diego

## General Project/Permit Application

|                                |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Project Permit Application No. |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |
| For Department Use Only        |  |  |  |  |  |  |  |  |  |

1. DEPARTMENT ☒ Development Services / DEP (067) ☐ Engineering (544) ☐ Neighborhood Code Compliance (075) ☐ Planning (0650)

## 2. PROJECT INFORMATION

|                                                                       |                                 |                                                         |                    |
|-----------------------------------------------------------------------|---------------------------------|---------------------------------------------------------|--------------------|
| PROJECT TITLE<br><b>SWC Lease Hold Expansion</b>                      |                                 | PERMIT TYPE<br><b>Public Project Review - No Permit</b> |                    |
| ADDRESS (Include Building or Suite No.)<br><b>500 Sea World Drive</b> |                                 | City<br><b>San Diego</b>                                | State<br><b>CA</b> |
|                                                                       |                                 | Zip<br><b>92109-7995</b>                                |                    |
| LEGAL DESCRIPTION: Lot No.                                            | Block No.                       | Subdivision Name                                        | Unit No.           |
|                                                                       |                                 |                                                         | Map No.            |
| Parcel No.                                                            | Parcel Map No.<br><b>107680</b> | Assessors Parcel No.<br><b>760-037-01-01</b>            |                    |

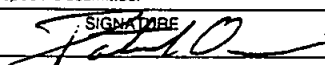
## EXISTING USE

Unoccupied 16.5 "Best Use" commercial lease area - Mission Bay Park

## DESCRIPTION OF PROPOSED PROJECT:

see attached

## 3. APPLICANT/LESSEE/FINANCIALLY RESPONSIBLE PARTY

|                                                                                                                                                                                                                                                                                  |  |                              |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------|--------------------|
| APPLICANT'S NAME (Print)<br><b>Sea World of California</b>                                                                                                                                                                                                                       |  | PHONE<br><b>619-226-3628</b> |                    |
| APPLICANT'S ADDRESS (Include Building or Suite No.)<br><b>500 Sea World Dr.</b>                                                                                                                                                                                                  |  | City<br><b>San Diego</b>     | State<br><b>CA</b> |
|                                                                                                                                                                                                                                                                                  |  | Zip<br><b>92109-7995</b>     |                    |
| FINANCIALLY RESPONSIBLE PARTY recognizes that additional deposits may be required if permit processing expenses exceed the original deposit. Upon depletion of this deposit all work will be stopped and no hearings will be scheduled until an additional deposit is submitted. |  |                              |                    |
| FINANCIALLY RESPONSIBLE PARTY'S NAME (Print)<br><b>Patrick Owen</b>                                                                                                                                                                                                              |  | DATE<br><b>12/12/97</b>      |                    |
| SIGNATURE<br>                                                                                                                                                                                   |  |                              |                    |
| FUND OR BILL (Check One)<br><input type="checkbox"/> Contractor <input type="checkbox"/> Agent for Contractor <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent for Owner                                                                                 |  |                              |                    |
| NAME & ADDRESS TO SEND REFUND OR BILL (Print)<br><b>Sea World of California</b>                                                                                                                                                                                                  |  | City<br><b>San Diego</b>     | State<br><b>CA</b> |
|                                                                                                                                                                                                                                                                                  |  | Zip<br><b>92109-7995</b>     |                    |
| PUBLIC PROJECTS: Identify Funding Source(s)<br><b>Private Project on Public Land</b>                                                                                                                                                                                             |  |                              |                    |

## 4. PROPERTY OWNER/CORPORATION/PARTNERSHIP

|                                                                                            |                   |                                  |                                  |                                               |
|--------------------------------------------------------------------------------------------|-------------------|----------------------------------|----------------------------------|-----------------------------------------------|
| LEGAL STATUS (Check One)<br><input type="checkbox"/> Corporation: What State Incorporated? |                   | <input type="checkbox"/> Limited | <input type="checkbox"/> General | <input type="checkbox"/> Individual Ownership |
| PROPERTY OWNER'S NAME (Print)                                                              | SIGNATURE         | DATE                             |                                  |                                               |
| PROPERTY OWNER'S ADDRESS (Include Building or Suite No.)                                   | City<br><b>NA</b> | State                            | Zip                              | PHONE                                         |
| 1ST CORPORATE/PARTNERSHIP NAME (Print) - Two Signatures Required                           | SIGNATURE         | DATE                             |                                  |                                               |
| 2ND CORPORATE/PARTNERSHIP NAME (Print)                                                     | SIGNATURE         | DATE                             |                                  |                                               |

## 5. AGENT/ARCHITECT/ENGINEER/LANDSCAPE ARCHITECT

|                                         |               |                       |                    |
|-----------------------------------------|---------------|-----------------------|--------------------|
| NAME (Print)                            |               | PHONE                 |                    |
| ADDRESS (Include Building or Suite No.) |               | City<br><b>NA</b>     | State<br><b>NA</b> |
|                                         |               | Zip                   |                    |
| STATE LICENSE NO.                       | LICENSE CLASS | CITY BUSINESS TAX NO. |                    |

## 6. CONTACT NAME (Print) Patrick Owen V.P. Design &amp; Engineering, Sea World of California

ADDRESS 500 Sea World Dr. San Diego, CA 92109-7995, fax 226-3999 phone 226-3628

## 7. FOR DEPARTMENT USE ONLY

| Department    | Submital Date | Case/Work Order/ Permit No.(s) | Existing Permit/EAS No. | Hearing Date | Fee/Deposit(s) | Received By | Other |
|---------------|---------------|--------------------------------|-------------------------|--------------|----------------|-------------|-------|
| D.S.D./D.E.P. |               |                                |                         |              |                |             |       |
| E.D.          |               |                                |                         |              |                |             |       |
| N.C.C.        |               |                                |                         |              |                |             |       |
| Planning      |               |                                |                         |              |                |             |       |

|                                                                     |                                                                                           |                 |                    |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------|--------------------|
| ZONE                                                                | ORDINANCE                                                                                 | EFFECTIVE DATE  | LAMBERT COORD. NO. |
| COMMUNITY PLAN AREA & NO.                                           | LAND USE DESIGNATION                                                                      | SCHOOL DISTRICT | COUNCIL DISTRICT   |
| COASTAL<br><input type="checkbox"/> Yes <input type="checkbox"/> No | JURISDICTION<br><input type="checkbox"/> City <input type="checkbox"/> Coastal Commission |                 |                    |

MINUTES  
CITY OF SAN DIEGO  
PARK AND RECREATION BOARD  
MISSION BAY PARK COMMITTEE

December 2, 1997

Meeting Held At:

San Diego Princess Resort  
1404 West Vacation Road  
San Diego, CA 92109

Mailing Address Is:

Park & Recreation/Coastal Parks  
Attn: Mission Bay Park Manager,  
Staff Representative  
2581 Quivera Ct.  
San Diego, CA 92109

ATTENDANCE

Present:

Helen Duffy, Chairperson  
Peter Daly  
Daniel Fox  
Don Hall  
Mary Lynn Hyde  
Ted Jardine  
Val Kraft  
James Moore  
Mike Pallamary  
Samuel Parisa  
Don Peterson  
John Ready  
Marie Robinson-Ching  
Judy Swink

Absent:

Staff:

Lt. Lou Scanlon, SDPD  
Linda Fierro, Real Estate Assets Department  
Carolyn Wormser, Director of Special Events  
Gary Stromberg, Staff Representative

### **CALL TO ORDER**

Chairperson Helen Duffy called the meeting to order at 6:05 p.m.

### **APPROVAL OF THE MINUTES**

DON PETERSON MOVED TO APPROVE THE MINUTES OF THE NOVEMBER 4, 1997 REGULAR MEETING. JOHN READY SECONDED THE MOTION WITH AN AMENDMENT TO SHOW THAT TOM CLEARY, COUNCIL DISTRICT 2, DISTRIBUTED A LETTER DETAILING COUNCILMEMBER WEAR'S POSITION ON CONTINUED CONCERTS AT HOSPITALITY POINT. THE MINUTES, AS AMENDED, WERE APPROVED UNANIMOUSLY.

### **REQUEST FOR CONTINUANCE**

None.

### **COMMUNICATIONS**

None.

### **CHAIRPERSON'S REPORT**

Chairperson Duffy expressed her appreciation to the Princess Resort staff for hosting the meeting, and complimented them on their seasonal light display. She updated the Committee on the recent Mission Bay Water Users Committee.

### **STAFF REPORT**

Gary Stromberg reported on the following issues:

- The sound test to evaluate the usefulness of South Shores as a concert site was conducted on November 21, 1997.
- The decking material for the new Hyatt Islandia docks may be controversial. If so, Hyatt will seek an alternate material.
- Bill Silva Presents has completed restoration of the Hospitality Point concert site. Mr. Silva has indicated that he will not propose a 1998 concert series in Mission Bay Park.
- Coastal Parks Division is withdrawing the recommendation to install two picnic shelters in Crown Point Shores. The funding will be redirected to other projects.

## ACTION ITEMS

Consent (The Consent Agenda will be acted upon, as a whole, with little or no discussion. Any one member of the Committee may move a Consent Item to Adoption.)

None.

Adoption (Each Adoption Item requires individual action.)

### 201. Sea World - Summer Sky Tower Lights

DANIEL FOX MOVED TO ACCEPT THE STAFF RECOMMENDATION TO GRANT PERMISSION FOR SEA WORLD TO INSTALL COLORED LIGHTING ON THE SKY TOWER FROM MEMORIAL WEEKEND THROUGH LABOR DAY. THE COMMITTEE STATED THEIR CONCERN THAT THIS PROJECT MAY BE CONSTRUED AS ADVERTISING AND MAY CAUSE PROBLEMS IN THE FUTURE WITH RESPECT TO HEIGHT LIMITATIONS. MIKE PALLAMARY SECONDED THE MOTION WHICH PASSED BY A VOTE OF 10-1 WITH TWO ABSTENTIONS.

Daly-yea; Fox-yea; Hall-abstain; Hyde-yea; Jardine-yea; Kraft-yea; Moore-yea; Pallamary-yea; Parisa-yea; Peterson-yea; Ready-nay; Robinson-Ching-abstain; Swink-yea.

**Note: Mr. Hall left the meeting at 7:00 p.m.**

### 202. Drag Boat Racing Events at Crown Point Shores

TED JARDINE MOVED TO ACCEPT THE FOUR STAFF RECOMMENDATIONS AND TO ADD ADDITIONAL RECOMMENDATIONS TO: (5) INCREASE STAFFING BEFORE, DURING AND AFTER THE EVENT TO ENFORCE NOISE AND OTHER REGULATIONS, AND (6) EXPLORE THE FEASIBILITY OF INCLUDING SPECIFIC MONETARY PENALTIES TO BE PAID BY THE EVENT PROMOTER IN THE EVENT VIOLATIONS OCCUR. DON PETERSON SECONDED THE MOTION WHICH PASSED BY A VOTE OF 9-2 WITH ONE ABSTENTION.

Daly-yea; Fox-yea; Hyde-nay; Jardine-yea; Kraft-yea; Moore-yea; Pallamary-yea; Parisa-abstain; Peterson-yea; Ready-yea; Robinson-Ching-nay; Swink-yea.

MIKE PALLAMARY MOVED TO REFER THE POTENTIAL NEED FOR PORTABLE RESTROOMS AROUND THE VENUE TO STAFF FOR EVALUATION. MARY LYNN HYDE SECONDED THE MOTION WHICH PASSED UNANIMOUSLY.

Daly-yea; Fox-yea; Hyde-nay; Jardine-yea; Kraft-yea; Moore-yea; Pallamary-yea; Parisa-yea; Peterson-yea; Ready-yea; Robinson-Ching-yea; Swink-yea.

### INFORMATION

#### 301. Rock and Roll Marathon-Update

Carolyn Wormser, Special Events Coordinator, introduced event promoters Tim Patrick, Peter Douglass and Steve Scott who provided a status report regarding event planning. The Committee requested staff to bring the issue back in January as an Action item.

### WORKSHOP

None.

### ADJOURNMENT

The meeting was adjourned at 7:40 p.m.

Next regular meeting: January 6, 1998

Respectfully submitted,

GARY STROMBERG  
Staff Representative

LAW OFFICES OF  
GARY L. BOSTWICKGARY L. BOSTWICK  
DIANA GREENE GORDON100 WILSHIRE BOULEVARD  
SUITE 1000

TELECOPIER (310) 395-2132

PAUL L. HOFFMAN, OF COUNSEL

SANTA MONICA, CALIFORNIA 90401-1198  
TELEPHONE (310) 395-5372342.668  
FILE NO. \_\_\_\_\_

## TELEFAX TRANSMITTAL SHEET

DATE: December 2, 1997

TIME SENT: 3:32

TO: WILLIAM T. GRIFFITH  
DEPUTY CITY ATTORNEY  
CITY OF SAN DIEGOFAX NUMBER: (619) 533-5856  
PHONE NUMBER:

FROM: GARY L. BOSTWICK, ESQ.

FAX NUMBER: (310) 395-2132

\*\*Number of pages in this transmittal: 3  
(including this cover page)\*\*Telephone number to call if difficulties with  
transmission occur: (310) 395-5372RE: San Diego Reader Public Records RequestSENT BY: Mil

CITY ATTORNEY LTR

The information contained in this fax message is intended only for the personal and confidential use of the designated recipient(s) named above. This message may be an attorney-client communication, and as such is privileged and confidential. If you received this communication in error, you are prohibited from distributing, copying, reading or using this communication. Notify us immediately by telephone and return the original communication to us by mail. Thank you.

**BOSTWICK & HOFFMAN, LLP**GARY L. BOSTWICK  
PAUL L. HOFFMAN100 WILSHIRE BOULEVARD  
SUITE 1000

TELECOPIER (310) 395-2132

OF COUNSEL  
ERWIN CHERMERINSKY\*  
DIANA GREENE GORDON  
\* ADMITTED IN ILLINOIS  
AND DIST. OF COLUMBIASANTA MONICA, CALIFORNIA 90401-1198  
TELEPHONE (310) 395-5372

0668LTGB.A0Y

FILE NO. \_\_\_\_\_

December 2, 1997

**VIA FIRST CLASS MAIL**  
**AND TELECOPIER: (619) 533-5856**William T. Griffith  
Deputy City Attorney  
City of San Diego  
Civil Division  
1200 Third Avenue, Suite 1100  
San Diego, California 92101-4100**RE: San Diego Reader Public Records Request**

Dear Mr. Griffith:

This is in response to our telephone conversation of November 5, 1997, and your letter of November 26, 1997. Your memorialization of our telephone conversation is remarkably one-sided. Although I did tell you that I would get back to you with respect to what Mr. Matt Potter, City Lights Editor of the San Diego Reader, our client, was requesting, you also undertook to determine for me why draft leases were not provided to him on an earlier occasion. You said that if they were covered by an exemption, you would let me know. We have not heard from you.

So that there is no further lack of clarity, we are requesting on behalf of our client all consultants' reports that may exist with respect to the use of Sea World and/or the renewal of the Sea World lease; all communications between Sea World and the City of San Diego that are memorialized in writing in your files; all contract documents, including drafts, that are presently in the possession of the City of San Diego with respect to the renewal of the Sea World lease; and any environmental impact reports or statements that exist with respect to the Sea World lease.

Further, if, among the documents requested above, there are those that the City claims it will not make available for inspection because the City asserts that there is some exclusion or exemption that allows it to withhold the documents, we are requesting the City to identify those documents that are excluded

BOSTWICK &amp; HOFFMAN, LLP

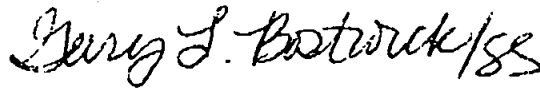
William T. Griffith  
December 2, 1997  
Page 2

from inspection and the authority for barring our client from inspecting the documents.

The documents set forth above are sufficiently identified pursuant to the Public Records Act for your purposes. There was intimation in your correspondence that the identification needed to be specific. The public does not know the specific identification of documents in a form that might be required by Cal. Code Civ. Proc. § 1985 with respect to subpoenas. Therefore, if you are taking the position that the documents have not been reasonably identified, we would like to know that as well.

Please call me if you have any questions.

Yours very truly,

A handwritten signature in cursive script that reads "Gary L. Bostwick".

Gary L. Bostwick

GLB:sae



RECEIVED  
DEC 03 1997  
REAL ESTATE

November 26, 1997

Attention: Ellen Lirley  
California Coastal Commission  
San Diego Coast Area  
3111 Camino Del Rio North, Suite 200  
San Diego, CA 92108-1725

Reference: Coastal Development Permit Application #6-979121

Dear Ellen:

I have reviewed your letter dated November 19, 1997 on the above-referenced application and submit the following information in order to complete our application and have it placed on the January 13 - 16, 1998 meeting agenda.

DRAWINGS: Enclosed under separate cover is one set of the "1999 Shipwreck Attraction - Sea World of California" Schematic Design Drawings, dated October 28, 1997, prepared by PGAV, Inc. This set of drawings contains dimensioned and/or scale drawings of the site plans, floor plans, elevations, grading plans, etc.

EXCAVATION: We have not identified a general contractor for execution of this project, therefore we have not selected a disposal site for excavated materials. We will specify to all bidders, at the time of bidding the project, that the site for disposal of excavated materials can not be located within the coastal zone.

CITY OF SAN DIEGO: Enclosed find a letter from Linda Fierro, Property Agent, City of San Diego, Real Estate Assets Department, dated November 24, 1997, confirming that the new attraction will not require an amendment to our existing lease. Linda Fierro is our contact at the Property Department concerning all Sea World leasehold issues.

TRAFFIC ISSUES: Based on above referenced letter from the City of San Diego, they will not require a traffic study for the Attraction '99 Project. Looking at our actual and projected attendance, we will not hit the 4,000,000 level until 1999, which would trigger the Sea World Drive improvements. Our present year to date attendance is 3,669,000 with a projected year end attendance of 3,950,000. Our projected attendance for 1998 is 3,975,000, 1999 is 4,000,000, and 2000 is 4,050,000. Please note that our actual and projected attendance data is considered proprietary and ask that you treat them as such.

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



Busch Entertainment  
Corporation  
ONE OF THE AMUSEMENT BUSCH COMPANIES

Based on the 1993 amendment to our EIR 84-0160 DEP No. 93-0269, the Planner stated that "The relocated main entrance and revised circulation facilities, which have already been implemented, are expected to ameliorate cumulative traffic impacts associated with future attendance growth at Sea World. An actual traffic survey is scheduled for Memorial Weekend, 1993 to ascertain if the 4,000,000 attendance threshold triggering the Sea World Drive improvement requirements can be raised." That survey was completed by Entranco Federhart, dated October 5, 1993. The conclusions of this survey stated "With more lane capacity both in and out of Sea World, with more lanes for Sea World traffic booths large enough to hold 485 vehicles in the queues, it is our professional opinion that Sea World, by construction of its new entry / exit system, can accommodate attendance days well in excess of 40,000 people." I can forward copies of both the survey and the EIR for your review, if you don't have copies in your Sea World files.

In a related subject, we are presently in negotiations with the City of San Diego for the 16.5 acre leasehold expansion. During preliminary discussions with the environmental planning section, Sea World will have to submit for environmental review, which will lead to an amendment to EIR 84-0160, at which time we will re-address the traffic mitigation issues. This environmental review should conclude in the second quarter of 1998, which at that time we can address the latest traffic related issues prior to 1999 when we are projected to reach the 4,000,000 threshold if it is determined that is still a valid threshold at that time.

WATER QUALITY: As with the Commission and it's staff, the water quality of Mission Bay is extremely important to Sea World as it is the life stream for our animal exhibits. Sea World operates under the Federal Clean Water Act through a National Pollutant Discharge Elimination System (NPDES) Permit under the jurisdiction of the San Diego Regional Water Quality Control Board (RWQCB). This permit and it's requirements are public record and available from RWQCB. We also fall under the NPDES Requirements for construction sites over five (5) acres and will file a Notice of Intent and a Storm Water Pollution Prevention Plan (SWPPP) to the RWQB prior to the start of construction of the Attraction '99 Project.

In the past, the major point of concern related to Sea World and storm water discharge has been our parking lot. Presently of the 75 acres of parking, about two-thirds (2/3) of our lot is covered with asphalt paving, with the remaining section covered with chip seal. Storm water from the parking lot discharge into two separate storm sewer systems. Three storm water catchbasins located in the north east

section of the lot are connected to our park storm water system, the remainder of the parking lot drains into the City of San Diego storm sewer system and falls under the City's NPDES Permit. I have enclosed a Memorandum dated May 7, 1996, from John Leppert, Assistant to the City Manager to the Mission Bay Park Committee. The memo relates comments from Robert Cain, Senior Engineer in the City's Stormwater Pollution Control Program, concerning parking lot drainage and water quality in the Mission Bay Park.

One of the comments states that the Federal Clean Water Act does not require that the runoff from parking lots be filtered of oil and other toxins. The practicability of removing oil from streets and parking lots is very problematic. But to this end Sea World's Best Management Practices (BMP) call for our Security Department, which continually patrols the parking lot, to identify spills of oils, fuel, etc. from guest vehicles and report to Sea World's Spill Clean Up Team to clean up and dispose of. Clean up at the site of the spill is more effective than end of pipe treatment. Another BMP requires that our entire parking lot is dry swept each day to remove debris from the lot. Sea World's commitment to the environment sees that our 75 acres of parking lot is cleaner than the thousands of acres of streets and parking lots in the 59 square mile water shed that drains into Mission Bay.

Storm water and saltwater from our exhibits are discharged back into the bay through either the east or west outfall structures. At these structures, the daily incidental flow is intercepted and sent to one of our water treatment facilities, where it is strained to remove debris, chlorinated, subject to settlement to remove suspended solids in the contact chamber, dechlorinated, and released to the bay. This process is regulated and inspected by the RWQCB and self monitored by Sea World by a sampling program which is reported to the RWQCB.

The storm sewer system for Attraction '99 has been designed to tie into the existing storm sewer system so that all discharge will be through our existing outfall intercepts. The water system for the ride will be a self contained fresh water system. The water will be re-circulated through sand filters and chlorinate much like a swimming pool system. Water discharged from the ride will be directed to the sanitary sewer system and will not be allowed to discharge into the bay.

I have enclosed a site plan of our storm water system which identifies the inlets and outfalls throughout the park and parking lot.

(iv) At all times complying with the City of San Diego's "User Committee Electronic Land Use 'On the Air' Test Instructions and Procedures", attached hereto as Attachment II.

(v) Providing to Sublessor, upon executing of this Sublease Agreement, at no charge to Sublessor, five (5) PCS phones for Sublessor's exclusive use for the term of this Sublease. Further, upon approval of the Final Construction Drawings by Sublessor, Sublessee will give Sublessor five (5) more PCS phones. Sublessor agrees to be responsible for any service charges incurred by Sublessor. Such phone service though will not be made available until October 1, 1996.

4. Term. The term of this Sublease ("Term") shall be 5 years commencing with the issuance of a local building permit allowing Sublessee to construct its mobile/wireless communications facilities on the Premises, or January 31, 1997, whichever is earlier ("Commencement Date"). Sublessee shall have the right to extend the Term of this Sublease for five (5) additional terms ("Renewal Term") of five (5) years each and Sublessee may exercise its right to so extend the term of this Sublease by giving Sublessor written notice of its intent to extend at least thirty (30) days prior to the expiration of the original term or extended term. Each Renewal Term shall be on the same terms and conditions as set forth herein.

5. Rent.

(a) Upon the Commencement Date, Sublessee shall pay Sublessor, as rent, the sum of One Thousand Dollars (\$1,000.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Sublessor's address specified in Paragraph 17, Miscellaneous.

(b) If the Commencement Date is other than the first day of a calendar month, Sublessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Sublessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Sublease, or if this Sublease is terminated before the expiration of any month for which Rent should have been paid.

(c) Rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Diego area (hereinafter "CPI"). The rental adjustment shall be calculated by multiplying the Rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen full months prior to the anniversary date, and the numerator of which is the CPI in effect two full months prior to the anniversary date. Notwithstanding the foregoing, in no event shall Rent be increased by more than three percent (3%) of the Rent paid during the previous year.

6. Improvements: Access.

(a) Sublessee shall have the right (but not the obligation) at any time following the full execution of this Sublease and prior to the Commencement Date to enter the Premises for the purpose of making necessary inspections and engineering surveys and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Sublessee's Facilities (as

defined herein) and for the purpose of preparing for the construction of Sublessee's Facilities. During any Tests or pre-construction work, Sublessee will have insurance as set forth in Section 12, Insurance, and will notify Sublessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Sublessor. If Sublessee determines that the Premises are unsuitable for Sublessee's contemplated use, then Sublessee will notify Sublessor and this Sublease will terminate.

(b) Sublessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements as approved by Sublessor and the City of San Diego only as shown on Attachment I ("Sublessee's Facilities"), ~~which approval shall not be unreasonably withheld~~. In connection therewith, Sublessee has the right to do all work reasonably necessary to prepare and maintain the Premises for Sublessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers as approved by Sublessor and the City of San Diego, ~~which approval shall not be unreasonably withheld~~. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Title to the Sublessee's Facilities and any equipment placed on the Premises by Sublessee shall be held by Sublessee. All of Sublessee's Facilities shall remain the property of Sublessee and are not fixtures. Sublessee has the right to remove all Sublessee's Facilities at its sole expense on or before the expiration or termination of this Sublease. Any damage caused by Sublessee to Sublessor's property upon such removal will be repaired at Sublessee's sole expense.

(c) Sublessor shall provide access to Sublessee, Sublessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Sublessee. Sublessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Sublessee to the extent required to construct, maintain, install and operate Sublessee's Facilities on the Premises as provided for in this Sublease Agreement.

(d) Sublessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. If Sublessee causes damage to Sublessor's roadways, it shall promptly repair same.

(e) Sublessee shall have the right to install utilities, at Sublessee's expenses, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power) upon approval of Sublessor and the City of San Diego which approval shall not be unreasonably withheld. Subject to Sublessor's approval of the location, which approval shall not be unreasonably withheld, Sublessee shall have the right to place utilities on (or to bring utilities across) Sublessor's properties in order to service the Premises and Sublessee's Facilities. If necessary, upon Sublessee's request, Sublessor shall allow Sublessee to install sub-metering equipment on existing Sublessor utility service(s). Sublessee agrees to install, at Sublessee's cost, the required equipment, meters and connections and will reimburse the Sublessor for Sublessee's use of utilities at a rate equal to the Sublessor's unit cost for the utilities.

(f) Sublessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Sublessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Sublease, Sublessee shall surrender the Premises to Sublessor in good and broom clean condition, less ordinary wear and tear.

7. Interference with Communications. Sublessee shall meet and comply with all non-interference rules of the Federal Communications Commission ("FCC").

8. Taxes. Sublessee shall pay personal property taxes assessed against the Sublessee's Facilities and Sublessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises.

9. Termination. This Sublease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Sublessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Sublessee's Facilities; or (iii) by Sublessee if Sublessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (iv) by Sublessee if Sublessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. Upon termination, Sublessee shall immediately remove Sublessee's Facilities from the Premises and deliver the Premises in good order and condition, ordinary wear and tear excepted. Sublessee shall repair any damage to the Premises caused by Sublessee's Facilities or the removal of such Facilities.

10. Destruction of Premises. If the Premises or the Sublessee's Facilities are destroyed or damaged so as in Sublessee's judgment to hinder the effective use of Sublessee's Facilities, Sublessee may elect to terminate this Sublease as of the date of the damage or destruction by so notifying Sublessor no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Sublease shall cease as of the date of the damage or destruction.

11. Condemnation. If a condemning authority takes all of the Premises, or a portion which in Sublessee's opinion is sufficient to render the Premises unsuitable for the Sublessee's use, then this Sublease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Sublessee shall include, the value of its Sublessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Insurance.

(a) Sublessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employers Liability with limits of \$1,000,000.00 per occurrence.

(b) Each party of this Sublease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Sublessee shall name Sublessor and the City of San

Diego as an additional insured with respect to the above Commercial General Liability insurance. Sublessee shall have the right to self-insure with respect to any other the above insurance. The insurance policy must also specify that the policy cannot be terminated, altered or cancelled without thirty (30) days prior written notice to Sublessor and the City of San Diego.

(c) Sublessee shall be insured by an insurance carrier acceptable to the Lessee and City against loss from public liability arising from the use or condition of operation conducted on the leased premises. Minimum coverage shall be \$1 million COMBINED SINGLE LIMIT LIABILITY in an occurrence form. A copy of the policy of insurance shall be filed with City and shall name "THE CITY OF SAN DIEGO" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to City by the Insurance company.

13. Assignment. Sublessee shall not assign this Sublease or sublet the Premises or any part thereof without the prior written consent of Sublessor and the City of San Diego, ~~which consent shall not be unreasonably withheld.~~ An assignment by operation of law shall automatically terminate this Sublease.

14. Title and Quiet Enjoyment.

(a) Sublessor warrants that is has full right, power, and authority to execute this Sublease. Sublessor further warrants that Sublessee shall have quiet enjoyment of the Premises during the Term of this Sublease or any Renewal Term.

(b) Sublessee has the right to obtain, at Sublessee's sole expense, a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Sublessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Sublessee's use of the Premises, Sublessee shall have the right to terminate this Sublease immediately upon written notice to Sublessor.

(c) Sublessor shall timely perform and comply with all of the terms, covenants and conditions of the Master Lease.

(d) Sublessor warrants: (i) that the Master Lease is in full force and effect; (ii) to the best of Sublessor's knowledge, neither Master Lessor under the Master Lease nor Sublessor is in default under any of the terms or conditions of the Master Lease.

15. Repairs. Sublessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Sublessee, its employees, agents, contractors or subcontractors or Sublessee's Facilities.

16. Indemnity. Sublessee shall assume the defense of, indemnify and save harmless Lessee and City from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises by Sublessee or from any negligent act or omission or the willful misconduct of Sublessee, his agents and invitees.

17. Miscellaneous.

(a) If any provision of the Sublease is invalid or unenforceable with respect to any party, the remainder of this Sublease or the application of such provision to persons other than

those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Sublease shall be binding on and insure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, fax, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Sublessor: Sea World of California  
1720 South Shores Road  
San Diego, CA 92109

Sublessee: Pacific Bell Mobile Services  
4420 Rosewood Drive, Building 2, 4th Floor  
Pleasanton, CA 94588

Sublessor or Sublessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Sublease shall be governed under the laws of the State of California.

(e) Should it become necessary for Lessee or City to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, Sublessee agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees provided Lessee or City is the prevailing party in any such legal proceeding.

(f) Terms and conditions of this Sublease which by their sense and context survive the termination, cancellation or expiration of this Sublease will so survive.

(g) Upon request either party may require that a Memorandum of Sublease be recorded in the form of Exhibit "C".

(h) This Sublease constitutes the entire Sublease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Sublease must be in writing and executed by both parties.

(i) If Sublessee hold possession of the Premises after the expiration or sooner termination of this Sublease, Sublessee shall become a tenant at sufferance on a day-to-day basis upon the terms specified herein at two hundred percent (200%) of the then existing monthly rent.

(j) Sublessor ~~may~~ require that Sublessee relocate Sublessee's Facilities if such relocation is required by applicable law or is reasonably necessary for the general safety, health and welfare of the Park, the Park's inhabitants, employees or guests. Sublessor shall in good faith use

Such relocation shall be subject to prior approval by City.

its best effort to fully accommodate Sublessee's continuing use of the Premises and/or the Property of which the Premises is a part. Sublessor shall provide Sublessee written notice at least ninety (90) days prior to any relocation which notice shall include the reason for any relocation and which notice shall provide Sublessee the opportunity to correct any reason which relates to Sublessee's operations or facilities on the Premises within sixty (60) days of the Sublessee's receipt of such notice.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first above written.

ATTEST WITNESS

\_\_\_\_\_

Date: \_\_\_\_\_

"SUBLESSOR"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TAX ID#: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST WITNESS

\_\_\_\_\_

Date: \_\_\_\_\_

"SUBLESSEE"

PACIFIC BELL MOBILE SERVICES,  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

November 26, 1997

SEA WORLD ADDRESS CHANGE: In June of this year we requested an address change through the City of San Diego from 1720 South Shores Road to 500 Sea World Drive. At that time the California park was the only park in our Sea World system that didn't have an address on Sea World Drive. On August 6, 1997, the change was approved by the City. I have enclosed a copy of the notice from the City on the address change for your records.

Please contact me at 619-226-3628 if you have any questions concerning this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Owen", with a stylized flourish at the end.

Patrick Owen  
Vice President  
Design & Engineering

CC: Bill Davis SWC

Linda Fierro, City of San Diego

John Redlinger, BEC

LESLIE E. DEVANEY  
ANITA M. NOONE  
LESLIE J. GIRARD  
SUSAN M. HEATH  
GAEL B. STRACK  
ASSISTANT CITY ATTORNEYS

WILLIAM T. GRIFFITH  
DEPUTY CITY ATTORNEY

OFFICE OF  
**THE CITY ATTORNEY**  
CITY OF SAN DIEGO

**Casey Gwinn**  
CITY ATTORNEY

CIVIL DIVISION  
1200 THIRD AVENUE, SUITE 1100  
SAN DIEGO, CALIFORNIA 92101-4100  
TELEPHONE (619) 533-5800  
FAX (619) 533-5856

November 26, 1997

Gary Bostwick, Esq.  
100 Wilshire Boulevard, Suite 100  
Santa Monica, CA 90401-1198

Dear Mr. Bostwick:

Re: San Diego Reader Public Records request

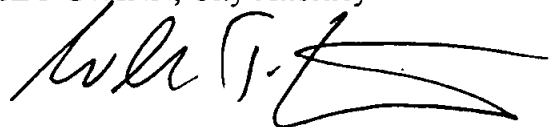
I am writing to follow up on our telephone conversation of a few weeks ago. As you will recall you agreed you would contact your client Mr. Matt Potter to ascertain specifically which records and/or documents he is requesting. I have not heard back from you since our discussion, so I can only assume that any request has been withdrawn. If this is not the case, please contact me at your earliest convenience so that I may attempt to accommodate you in such request.

You will recall that Real Estate Assets staff provided Mr. Potter with the files he specifically requested, however, he told staff this was not what he was interested in. If your client has an additional request, please let me know what specific, reasonably identifiable records are being requested.

Sincerely yours,

CASEY GWINN, City Attorney

By



William T. Griffith  
Deputy City Attorney

WTG:wtg  
Attachment  
✓ cc Linda Fiero

From: Linda Fierro  
To: LANLAB.SMTP Gatew "patrick.owen@Anheuser-Busch.c  
Date: 11/25/97 4:41pm  
Subject: Mtg. w/ John Kovac -Reply

1) I didn't have the package you were looking at, so I can't verify the #'s except I wrote down: "Items 1-11 for application and up to 16 eventually". The fee I wrote down was \$630.

2) How about landscape plans for the parking area?

3) Correct (actually, it's George Morton). I will also call the P&R Engineer who handled South Shores (Gus Button) and ask him about our process in developing the parking lot over a landfill.

I think that's it. Let me know if you want to talk to George Morton (492-5035) or Gus Button (533-3025) directly. I gave you their phone numbers just in case. I sent Bob Collins, my dept. manager, an e-mail regarding our meeting in case Davis calls him next week. Thanks.

>>> "Owen, Patrick"  
<patrick.owen@Anheuser-Busch.com> 11/25/97  
04:31pm >>>  
Linda,

Just wanted to write down the details from today's meeting before I forgot them. Does this about cover all we discussed?

Meet with John Kovac and Derrick Johnson City of San Diego -  
Development Services to discuss Submittal of application for environmental review of 16.5 acre lease expansion.

1) Reviewed application process: Project falls under the "Public Projects (Project Review - No Permit)". Revised submittal requirements to items 1,3,8,9,11 to start application process with items 12, 13,14, 15, 16 (for parking area) prior to final issue. Fee required for application process is \$650.00.

2) Discussed requirement to provide Environmental Impact Report. This would most likely be required, and is a minimum of a five month process. Some other issues that will most likely be required by the EIR are provide

an amendment to the SEA World Master Plan, Provide  
new traffic study,  
review environmental issues concerning existing  
landfill.

3) Action Items:

- a) Submit application - P. Owen SWC
  - b) Review 1993 Traffic Study with respect to 4  
million attendance  
level required traffic improvements. John Kovac
  - c) Review outstanding landfill closure issues with  
George Martin.
- Environmental Services - Linda Feirro.

Is there anything I left out? Please let me know if there  
is.

Thanks

Patrick Owen

From: Linda Fierro  
To: Pat Owen - Sea World  
Subject: Discussion with Gus Button

Pat, I just spoke to Gus Button. He says the only issue raised regarding the parking lot at South Shores was landscaping. The City was required to use low water volume heads for the landscaping, and use drought resistant plants. (This is also consistent with the Mission Bay Master Plan.)

The Environmental document for the entire South Shores Development project was a Mitigated Negative Declaration. The mitigation for the parking lot portion of the project was the installation of storm water interceptors. The environmental document references "Jensen model JPHV 1200 or equivalent", but doesn't state the number required.

Gus said they also used a petromat fabric in certain areas of the parking lot, in order to minimize cracking. He said you could call him directly. Also, I left a message for George Morton to call me. Talk to you soon.

CC: Proc\_2000.JMK, Proc\_2000.DNJ

lmf 11-25-97

From: Linda Fierro  
To: Pat Owen - Sea Work  
Subject: Legal Desc. & Plat

As soon as I receive the plats, I'll forward this info. to Mike Obst in the City's Survey Section. He can make our time frame with no problem. I will provide Clinton Hale's phone number to Mike so they can speak directly if necessary.

lmf

1-29-98



THE CITY OF

**SAN DIEGO****REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A****CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700****SAN DIEGO, CALIFORNIA 92101-4199****TELEPHONE: (619) 236-6020****FAX: (619) 236-6706**

November 24, 1997

Patrick Owen, PE  
Vice President, Design & Engineering  
Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995

Dear Patrick:

Re: 1999 Attraction

This letter is to confirm that the proposed attraction for 1999, a restaurant and water ride, will not require an amendment to the existing lease. In addition, based on preliminary discussions with City staff from the Environmental Analysis section of Development Services, it will not require a traffic study.

Should you have any further questions, please contact me at 236-6985.

Sincerely,

A handwritten signature in black ink that reads "Linda M. Fierro".

LINDA M. FIERRO  
Property Agent

lmf



**DIVERSITY**  
BRINGS US ALL TOGETHER

CITY OF SAN DIEGO  
M E M O R A N D U M

|                                               |                |
|-----------------------------------------------|----------------|
| CITY OF SAN DIEGO<br>REAL ESTATE ASSETS DEPT. |                |
| <input type="checkbox"/>                      | DIRECTOR       |
| <input type="checkbox"/>                      | DEPUTY MANAGER |
| <input checked="" type="checkbox"/>           | FILE COPY      |
| <input type="checkbox"/>                      | CHRON. COPY    |
| <input type="checkbox"/>                      | ORIGINATOR     |

DATE: November 21, 1997

TO: Mission Bay Park Committee, Agenda of December 2, 1997

FROM: Jane E. Vickers, Deputy Director, Asset Management and Marketing  
Division, Real Estate Assets

SUBJECT: Sea World - Summer Skytower Lights

---

SUMMARY

Issue: Should the Mission Bay Park Committee recommend granting permission to Sea World to continue installing red, white and blue lights to the Skytower each summer?

Staff Recommendation: Recommend granting permission for Sea World to continue installing the colored lights from Memorial Day weekend through Labor Day weekend every summer.

Other Recommendations: None.

Fiscal Impact: None with this action.

BACKGROUND

This issue was presented to the Mission Bay Park Committee at its June 3, 1997 meeting, with a staff recommendation that if there were no significant objections to the lights during the 1997 summer, the lights would be allowed each year thereafter.

Neither the Park and Recreation Department, nor the Real Estate Assets Department received a complaint regarding the colored lights, which were in place this past summer. Further, Sea World received an award from the Daughters of the American Revolution for this display.

PROPOSAL

It is proposed that Sea World be granted permission to continue the display of red, white and blue lights from Memorial Day weekend to Labor Day weekend, every summer.

Sea World - Summer Skytower Lights

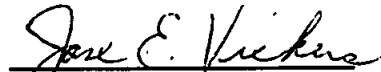
November 21, 1997

Page 2

ALTERNATIVE

Do not recommend approval of the summer colored lights display.

Respectfully submitted:

  
JANE E. VICKERS

LMF

From: Linda Fierro  
To: LANLAB.SMTP Gatew ("TUW@SDDPC.sannet.gov")  
Date: 11/19/97 8:48am  
Subject: Proposed Lease Ame-reply -Reply

③ Well, Sea World was hoping to get to council by Dec. or Jan. Depends on Environmental's process too.

What's the issue for the Park & Rec. Committees?  
"Should the City enter into a lease amendment with Sea World for a 16.5 acre expansion into South Shores? The expansion would include parking over \_\_\_ acres and an exhibit within \_\_\_ years?"  
Something like that?

>>> <TUW@SDDPC.sannet.gov> 11/18/97 05:56pm  
>>>

----- Top of message  
-----

>>--> 11-18-97 17:55 T.WILLIAMS (TUW)  
Proposed Lease Ame-reply

Linda, yes, to MBPC and P&R Board both. MAY not need Design Review Cmte. depending on specifics. Do you have any target months? TW

----- Top of message  
-----

>>--> 11-18-97 16:06 ..NETMAIL. () Proposed  
Lease Amendment

-----  
Received: from guten.sddpc.org by  
SDDPC.sannet.gov (IBM MVS SMTP V3R2) with TCP;  
Tue, 18 Nov 97 16:05:22 PDT  
Received: from smtpgate.sannet.gov ([156.29.120.40])  
by guten.sddpc.org  
(Netscape Mail Server v2.02) with SMTP id  
AAA4700

for <TUW@sddpc.sannet.gov>; Tue, 18 Nov  
1997 16:04:39 -0800

Received: from LANLAB-Message\_Server by  
smtpgate.sannet.gov  
with Novell\_GroupWise; Tue, 18 Nov 1997 15:58:52  
-0800

Message-Id: <s471bb3c.062@smtpgate.sannet.gov>  
X-Mailer: Novell GroupWise 4.1  
Date: Tue, 18 Nov 1997 15:57:36 -0800  
From: Linda Fierro <lzf@property.sannet.gov>  
To: TUW@sddpc.sannet.gov  
Subject: Proposed Lease Amendment - Sea World  
Mime-Version: 1.0  
Content-Type: text/plain

From: <TUW@SDDPC.sannet.gov>  
To: CCP.Property(LZF)  
Date: 11/19/97 12:37pm  
Subject: Proposed Lea-reply-reply

----- Top of message -----  
>>--> 11-19-97 12:29 T.WILLIAMS (TUW) Proposed Lea-reply-reply

④ Linda, yes. It would recap what Ma. Plan says and how we came to have an option with Sea World for the commercial parcel, and its configuration now at 16.5 acres (after learned site ID'ed in Ma. Plan is only 14.5 acres), what you're recommending for the parcel, and what City Council's last action was exactly (so Miss. Bay Park Cmte. knows what latitude they have or don't have in their recommendation). If want to go to MBPC on 12/2, need your report on 11/21; to go on 1/6, need your report on 12/19. Thanks, Terri

----- Top of message -----  
>>--> 11-19-97 08:47 ..NETMAIL () Proposed Lease Ame-reply

Received: from guten.sddpc.org by SDDPC.sannet.gov (IBM MVS SMTP V3R2) with TCP;  
Wed, 19 Nov 97 08:46:48 PDT  
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(Netscape Mail Server v2.02) with SMTP id AAA8180  
for <TUW@SDDPC.sannet.gov>; Wed, 19 Nov 1997 08:45:49 -0800  
Received: from LANLAB-Message\_Server by smtpgate.sannet.gov  
with Novell\_GroupWise; Wed, 19 Nov 1997 08:48:44 -0800  
Message-Id: <s472a7ec.014@smtpgate.sannet.gov>  
X-Mailer: Novell GroupWise 4.1  
Date: Wed, 19 Nov 1997 08:48:00 -0800  
From: Linda Fierro <lzf@property.sannet.gov>  
To: TUW@SDDPC.sannet.gov  
Subject: Proposed Lease Ame-reply -Reply  
Mime-Version: 1.0  
Content-Type: text/plain  
Content-Disposition: inline

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>>>

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Subject: Proposed Lease Amendment - Sea World  
Mime-Version: 1.0  
Content-Type: text/plain  
Content-Disposition: inline

*Review -  
last MBPC  
report*

① Terri, you may recall that in the spring of 1996 we took the issue of an expansion of Sea World into the So. Shore commercial parcel to the Mission Bay Park Committee and the City Council. We are beginning discussions with Sea World on the draft lease amendment and I would like to know if we need to return to any Park committees with this issue. The proposed lease amendment would provide for an expansion of Sea World, allow parking over the landfill area of the site and provide for future development of the remainder of the site. Naturally, we will pursue environmental review of the proposed amendment.

Once again, do we need to bring this issue back to any Park committees? Thank you.

cc: Gary Stromberg

COPY



THE CITY OF  
**SAN DIEGO**

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CA 92101

OFFICE OF THE  
REAL ESTATE  
ASSETS MANAGER  
236-6144

November 4, 1997

Alfred C. Strohlein  
3559 Jewell Street  
San Diego, CA 92109-6723

Dear Mr. Strohlein:

Re: Sea World Lease

Thank you for your letter of September 25, 1997 regarding your request for background information on the City's negotiations with Sea World.

The City and Sea World began discussions on a proposed expansion of their leasehold in late 1994. As you may be aware, the master plan for Mission Bay provides for an expansion of Sea World as a possible use of the 16.5 acres. The discussions with Sea World were ongoing until the letter of intent was presented to the City Council. Staff presented the proposal to the Mission Bay committee on March 5, 1996 and to the Park & Recreation Board on March 13, 1996. The Council approved the letter of intent in June of 1996 which among other things set forth the major terms and conditions of a lease extension and inclusion of the 16.5 acres in the Sea World leasehold. Sea World is proposing to use the 16.5 acre site for parking and additional exhibit areas. Up to 3/4s (three-fourths) of the 16.5 acres is underlain with landfill which severely restricts development.

The City and Sea World both will benefit from the proposed lease arrangement. Sea World under Anheuser Busch's ownership has over the past several years invested over \$100 million in the park and will continue to invest substantive sums. It is estimated that the City will, including the option money, receive an additional \$670,000 per year on average, over the first five (5) years following the expansion. The City has received on average over \$5 million in the past two fiscal years. City staff and Sea World officials are in the process of negotiating the lease amendment to document the new agreement. We anticipate that the lease document will be before the council for its approval early next year.



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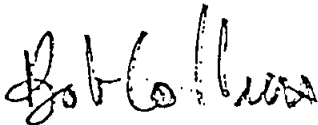
Page 2  
Mr. Al Strohlein  
November 4, 1997

Attached is a listing of the revenue the City received in FY97 from Mission Bay.

The City Charter states that no more than 25% of the land and no more than 6.5% of water in Mission Bay Park may be leased for commercial purposes. This allows 471.76 land acres and 144.83 water acres to be leased for commercial purposes. Based on City records existing commercial leases comprise 412.53 acres and existing commercial water leases comprise 84.37 acres. This figure does not include the temporary leases nor does it include the proposed 16.5 acre Sea World expansion.

As to your request for leasing the property on Fiesta Island, I will consult with the Park and Recreation staff about your request and advise you under separate cover.

Sincerely,



ROBERT J. COLLINS  
Real Estate Assets Manager

sd

Attachment

cc: Mayor Susan Golding  
Councilmember Wear  
Councilmember Stallings

LESLIE E. DEVANEY  
ANITA M. NOONE  
LESLIE J. GIRARD  
SUSAN M. HEATH  
GAEL B. STRACK  
ASSISTANT CITY ATTORNEYS

WILLIAM T. GRIFFITH  
DEPUTY CITY ATTORNEY

OFFICE OF  
**THE CITY ATTORNEY**  
CITY OF SAN DIEGO

Casey Gwinn  
CITY ATTORNEY

cc: R3C; JEV  
CIVIL DIVISION  
1200 THIRD AVENUE, SUITE 1200  
SAN DIEGO, CALIFORNIA 92101-4184  
TELEPHONE (619) 533-5800  
FAX (619) 533-5847

October 23, 1997

Matt Potter  
City Lights Editor  
San Diego Reader  
1703 India Street  
San Diego, CA 92101

Dear Mr. Potter

Re: Public Records Request/Sea World

Pursuant to your discussion with Ms. Fierro of the City's Real Estate Assets Department, it is my understanding that there are additional documents you wish to review. Your written request of September 30th addressed to Robert Collins of the Real Estate Assets Department, was quite vague and did not specifically state the documents which you were interested in reviewing. The request referred to the Sea World lease files for the previous six months, which is precisely the documents which you reviewed.

Please provide a written request to the appropriate custodian of records for the specific documents you wish to obtain. Upon receipt of your written request an appropriate written response will follow within the statutory time period.

However, in an attempt to expedite matters, I will attempt to respond to your verbal request to Ms. Fierro. Ms. Fierro represented that your verbal request was for documents related to the on-going negotiations for an expansion of the Sea World leasehold. These documents will not be made available to you because they fall under a statutory exemption of the Public Records Act, specifically, Government Code sections 6254(a).

RECEIVED  
OCT 24 1997  
REAL ESTATE ASSETS

Matt Potter

-2-

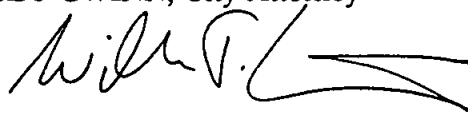
October 23, 1997

If you wish to review files maintained by other departments on the Sea World lease, you must contact those departments individually with your written request for information.

Sincerely yours,

CASEY GWINN, City Attorney

By



William T. Griffith  
Deputy City Attorney

WTG:wtg

✓ cc

Linda Fierro

R3C, 3EV, LOTG  
(Comb)  
OCT 27 1997  
TELETYPE UNIT

SCOTT ANDREWS  
3518 Mission Blvd., San Diego, CA 92109  
488-4960

Hon. Susan Golding, Mayor & City Council  
202 C Street  
San Diego, CA 92101

Subject: **MISSION BAY GIVEAWAYS**

Dear Mayor Golding and Council:

October 23, 1997

As they approach their termination dates, the fifty-year leases on Mission Bay Park are being renegotiated on a piecemeal basis. Because of the natural growth our economy has experienced over the past half century, some of these leases of prime shoreline parkland to commercial interests are less than ten cents per square foot! Consequently, the loss to the General Fund is in the millions, or tens of millions when calculated over that span of time.

Significant additional income can be recovered by readdressing the lease rates paid by Mission Bay's major leaseholders. These rates, measured against fair-market evaluations, are unrealistically low for such prime locations. Sea World and the Bahia Hotel are both pursuing lease renegotiations with the city well in advance of the expiration of their respective 50-year leases. (Three years ago, the Princess Resorts Hotel was awarded another 50 years on the bay, apparently with no adjustment to lease rate.)

City personnel are granting exclusive, non-competitive "renegotiations" for both Sea World and the Bahia Hotel. This precludes the public from receiving top-dollar returns. It is incumbent, therefore, that the city charge fair-market rates that reflect both the improvements and ideal locations of these leaseholds.

The city stadium revenue from the Chargers is 10% of the gross. Similarly, the state of California receives 10% of the gross at Old Town State Park. Hospitality industry experts state that a hotel sited on private land is charged an average 10% return on land value to the hotel owner. The City of Long Beach charges the Queen Mary facility \$25,000 per month plus a sliding 3- to 5% of gross income. The County of Los Angeles renegotiates its Marina del Rey hotel lease rates every ten years. Conversely, the city of San Diego does not renegotiate Mission Bay hotel lease rates until the expiration of the 50-year leases.

If the Princess Resorts sells for \$70 million, its lease amounts to only 66 cents per sq.ft. (Union-Tribune, Oct. 11, 1997.) The city of San Diego receives just 87 cents per sq.ft. from

the Bahia Hotel each year, or seven cents each month. The Sea World goldmine pays the city a paltry 4% of its \$100,000,000 gross.

Commercial retail lease rates in La Jolla and Mission Valley range from two to five dollars per square foot. Income derived from Mission Bay Park leases payable to the city depends on the base upon which it is figured (per sq. ft. or percent of gross). Whatever the method used, it is clear that pennies instead of dollars or 4% vs. 10% rates loses tens of millions of dollars over half-century leases. Losses the city faces in the Stadium guarantees pale in comparison.

A minor upward adjustment in Bay lease rates would provide tens of millions in city income without any serious impact on park lessees! The ever-increasing 12,000,000 annual visitors to Mission Bay and its environs insures the continued success of these leaseholds which pay literally pennies per square foot.

These leases must be brought in line with fair market valuations before taxpayers lose more millions in lease income. There is precedent for this. The financier of Old Town, Diane Powers, was required to renegotiate the minimal "sweetheart" lease rate paid to the state at Old Town in 1971. As a result, Old Town lessees with half the visitor base of Mission Bay lessees, pay the state double the revenue that the city receives from Mission Bay lessees (\$23 million/yr vs. \$12 million/yr)(Union-Tribune, Sept. 29, 1997.)

City policy should include competitive leasing practices. Two "unsolicited" proposals for the 16.5-acre parcel for South Shores Park that Sea World wants were discarded by city staff. Leases should be brought in line with the "real world" of fair market standards (see attached Property Manager memo), and should reflect the enviable economic position Mission Bay Park has provided lessees for over thirty years.

To increase its TOT revenue, the city should support the park's leaseholders by promoting Mission Bay Park as a prime visitor destination.

In this letter we have discussed the city's fiduciary oversight responsibilities regarding Mission Bay Park leases. The taxpayers of San Diego have a right to expect a return in line with fair market rates and Mission Bay's prime location. We trust the city will adopt these suggestions to establish equitable lease rates.

Sincerely,

Scott Andrews

Encls: Property Director Memo

RECEIVED

FEB - 4 1992

PARK DEVELOPMENT

CITY of SAN DIEGO

M E M O R A N D U M

FILE NO. :  
DATE : January 31, 1992  
TO : Deborah Sharpe, Park Development Division  
Project Manager  
FROM : James L. Spotts  
SUBJECT : Mission Bay Park Master Plan Update Goals

---

I suggest that Economic Goal 2, items 2.1 and 2.5 be revised as follows:

- 2.1 A park where land and water lease rates ~~reflect the approximate market value for the underlying land and water area~~ are established through open competition to insure that they reflect the market for the particular use, unless the use meets other public objectives deemed important to the City.
- 2.5 A park where ~~all~~ appropriate amounts of land and water lease revenues generated in the park are spent on needed park maintenance and capital improvements.

  
James L. Spotts  
Property Director

JLS:1mm

cc:  
Bob Collins  
Dick Randolph

SCOTT ANDREWS  
3518 Mission Blvd.  
San Diego, Ca. 92109  
488-4960

RECEIVED  
OCT 28 1997  
FEL...

Hon. Susan Golding, Mayor & City Council  
202 C Street  
San Diego, Ca. 92101

October 27, 1997

Dear Mayor Golding & Council:

Regarding the pending lease renegotiation between Sea World and the city, Sea World now pays 4% to 5% of its annual gross revenues of \$100,000,000 to the general fund:

The attached article shows the Yosemite concessionaire now pays the government 20% of its annual gross sales of \$90,000,000 (SD Union-Tribune, June 2, 1996).

Mission Bay Park's twenty-five leaseholders pay the city of San Diego \$12 million yearly with a visitor base of 12 million. Yosemite National Park's leaseholder pays the government \$18 million yearly with a visitor base of 4 million.

The federal government first required the new Yosemite leaseholder, Delaware North Company, to win the contract in an openly competitive "fierce bidding contest" with other interested parties. Delaware North was further required to pay 4.5 percent of its gross sales to a capital improvement fund for the park. (Over the 15-year life of the new contract, the company has agreed to pay \$100 million into the capital improvement fund.) Sea World is offering the city a one-time payment of \$1.2 million for a new fifty-year lease. In contrast, Delaware North was willing to pay the previous leaseholder \$61 million to get a 15-year lease!

The article states that the Yosemite contract "ranks as the largest and most lucrative prize at any of America's 369 national parks." Measured by the gross revenues it generates for the leaseholder, the Sea World leasehold has a superior location. Why then does the city charge 5% instead of closer to the 20% Delaware North is willing to pay?

Clearly commercial leases inside public parks now command premium rates for their premium locations.

The city of San Diego's fiduciary responsibility to its citizens is to garner top-dollar lease returns reflective of the current market. Leases at Old Town, the stadium, and privately-sited hotels now command ten percent returns. Mission Bay leases need to be restructured, as they were at Old Town, to protect the public from further losses in the tens of millions of dollars.

Public and entrepreneurial investments by Mission Bay Park's founders are now proven justified by a facility whose attendance is projected to explode to 18 million visitors in 20 years. What is no longer justified is reawarding 30 year old lease rates.

We are told that the market, not political connections, determines what leaseholders in Mission Bay Park pay for the privilege of locating there. It is time for city officials to prove it.

Sincerely,



Scott Andrews

# The San Diego Union-Tribune

(Page A-4)

## New Yosemite vendor a refreshing change

KNIGHT-RIDDER NEWS SERVICE

02-Jun-1996 Sunday

**YOSEMITE NATIONAL PARK** -- There's good news in **Yosemite**. No, park officials haven't trained mosquitoes to avoid hikers; they've finally trained the park's concession operator not to bite taxpayers.

After a 30-year stint in which the park's former concessionaire, the **Yosemite Park & Curry Company**, made a fortune with its hotel, restaurant and gift shop businesses but paid back only pocket change to the government in royalties, money politics at **Yosemite** have been turned upside down.

**Yosemite's** 4 million annual visitors soon will see firsthand the fruits of the park's new concession contract, which went into effect in October 1993. The changes range from long-overdue repairs at scenic areas to less tacky merchandise in the gift shops.

The contract, the first major change of **Yosemite's** business operations in more than half a century, ranks as the largest and most lucrative prize at any of America's 369 national parks. And at a time when a cash-strapped Congress is not expected to boost parks funding any time soon, the contract permits **Yosemite** to become the first national park to finance a major renovation with concession funds.

Consider: While the Curry Company paid only 75 cents of every \$100 in gross sales to the government under the old arrangement, its successor, Delaware North Co., a Buffalo, New York-based firm, has spent the last two years paying \$20 of every \$100 -- the highest rate at any major national park.

A sizable portion of that money -- roughly \$4 million a year -- is being channeled back into the park for improvements.

Delaware North, a privately held, \$1.3 billion company that operates horse racing tracks, airport food service and vending at major league baseball stadiums, won the **Yosemite** contract after a fierce bidding contest with five other companies in 1992. As part of the deal, the firm agreed to pay 4.5 percent of its gross sales to a capital improvement fund. Those sales, which totaled \$90 million last year, come from hotel reservations, restaurant meals, gift shop sales, bike rentals, lift tickets at Badger Pass Ski Area and other tourist pursuits.

**Yosemite's** repair list is long. Work begins in earnest in June.

For 15 years, parks officials wanted to renovate the area but couldn't obtain money from Congress or the Curry Co., Yosemite's previous concessionaire.

In October 1993, however, the Curry Co., was replaced.

Yosemite Concession Services won the contract after a fierce bidding contest with five other companies. As part of the deal, the firm agreed to pay 4.5 percent of its gross sales to a capital improvement fund.

So far, the company has paid \$13 million into the fund.

Over the 15-year life of the new contract, the company has agreed to pay \$100 million into the capital improvement fund.

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THE CITY OF

# SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

October 9, 1997

Matt Potter  
City Lights Editor  
San Diego Reader  
1703 India Street  
San Diego, CA 92101

Dear Mr. Potter:

Re: Request for Sea World lease files

The following is in response to your Public Records Act Request, hand delivered to Robert Collins on September 30th. Pursuant to your request, we will make the Sea World lease file available for your review. Please contact Linda Fierro at 236-6985 to arrange a mutually convenient time to review these records.

Sincerely,

JANE E. VICKERS  
Deputy Director  
Asset Management and Marketing

LMF



DIVERSITY  
BRINGS US ALL TOGETHER

September 30, 1997

Robert Collins  
Director  
Property and Real Estate  
City of San Diego  
202 C Street

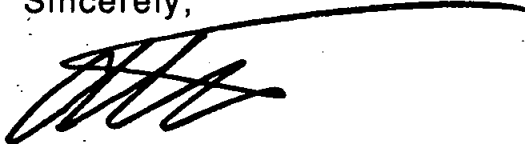
- 10 day -

Dear Mr. Collins:

Per our telephone conversation of today, I am requesting access to the previous six months of files maintained by the city of San Diego regarding the Sea World lease. If you have any questions or comments, please give me a call at 235-3097.

Thank you for your assistance.

Sincerely,



Matt Potter  
City Lights Editor  
San Diego Reader  
1703 India Street  
San Diego, CA 92101

Collins

Linda M551A  
zero

# Opinion

skiers are irresponsible." It wasn't irresponsibility that killed my brother, it was an accident; a terrible, horrifying, unbelievable accident.

Johnny was a humble man of amazing integrity and character. To associate him with those who may be irresponsible in the water is a dishonor to his memory.

Linda Bertran  
Pacific Beach

## Our Buddy From St. Louie

Such a deal! Anheuser-Busch — our buddy from St. Louis — is paying more per square foot than we paid for Alaska or Louisiana.

In 1803, Jefferson paid \$27 million for 828,000 square miles (or 11 millionths of a cent per square foot).

In 1867, we got an even better deal from Russia: 568,000 square miles of Alaskan sod for \$7,200,000 (four ten-millionths of a cent per square foot).

## Page Policies

Each & Bay Press are meant as an open views expressed in the Letters to the Editor in this paper are not necessarily the views of the staff.

Encouraged. Please include a signature and address. Beach & Bay Press calls to verify the letter to the Editor. Beach & Bay Press reserves the right to exclude any Letter to the Editor for length and preventions as seen fit by the editors. Letters to the Editor to: Letters to the Editor, P.O. Box 2169

Despite that precedent, our City Council is veritably extorting \$1.2 million from a poor Missouri brewer for a 50-year lease on 16.5 acres of public park land. That's a staggering — if not criminal — three cents per square foot.

Or 27,000 times what we paid for Louisiana and 75,000 times the Alaskan tab.

Such a deal!  
Or is it?

Ignoring inflation and the fact that Louisiana and Alaska were purchased — rather than leased in half-century chunks — Anheuser, which siphons off a cool \$100 million a year for its exclusive bay-front venue, is doing us no favors. (Incidentally, for \$100 million, the suds people could have bought both Alaska and Louisiana three times).

If that's not impressive, consider this: one parking space (216 sq. ft.) costs \$5 (plus \$30 if you want to see anything besides asphalt!)

At three cents a square foot, the brewery pays the city \$6.48 for 50 years. After two cars park in that spot (not everyone stays all day), the brewery recoups its lease expense for the next half century. Or, to put in another way, Sea World will recover its \$1.2 million investment in 4.38 days.

Such a deal!

There's no reason (other than favoritism) why the City can't charge the same rate it now receives on the other 166 acres: 55 cents per square foot per year.

At that rate, 16.5 acres (3,300

spaces) could generate \$16,500 per day or \$6,022,500 per year — if every spot was filled once a day. Not likely, but an interesting point nonetheless.

Over 50 years, 16.5 acres could generate \$301,125,000. (At those rates, Louisiana would have cost \$736 billion; Alaska: \$540 billion).

Such a deal!

At the very, very least, Anheuser should pay market rates more akin to Qualcomm's \$18 million lease which is "only" 20 years. (That's \$900,000/yr.).

Has the Council asked what Anheuser pays in Orlando to show off its cavorting whales?

Has the Council asked if Anheuser would move away if their rent were doubled to an obscene six cents?

On June 26, 1996, Sea World submitted a Letter of Intent to the City Council expressing its interest in expanding its 75-acre parking lot by 25 percent. The letter was received without public comment or even Council debate. Sea World general manager Mike Cross said at that time, "This is truly the last piece of land that Sea World would ever have access to."

How odd. That same promise was made years ago following yet another land grab.

A Letter of Intent should not be received as a fait accompli. And just because the land is there, is no reason to give it to Sea World for 50 years.

Sea World, our version of Disneyland, has been described as "The brewery that ate the bay."

Only Anheuser-Busch stands benefit from this latest expansion. Once again, our City Council has sold us to the lowest bidder and wonders why we're short of cash.

Alfred Stroble  
Pacific Beach

## The Transformation Of Pacific Beach

How did Pacific Beach evolve from a tranquil beach community into a drunken party town? When did the quiet nights here start to be filled with drunk loud stereotypes and police helicopters? Why did it happen? Can the process be reversed?

Thirty years ago, longtime residents say, Pacific Beach was a sleepy village. People who settled here after WW II because they loved the mild climate, ocean breezes, raised their kids in single family homes and enjoyed the beach. Small shops on Garnet Avenue addressed every need. There was a movie theater, a bowling alley and even a J.C. Penny store.

What happened? Why do parties disturb the peace at twilight in the morning, and now tell oldtime property owners to move if they don't like it? Why do people from all over San Diego come to Pacific Beach to get drunk? Why is alcohol such a dominant factor in the definition of this neighborhood?

Bill Appledorn  
Pacific Beach



## Now And Then By John Fry

Hey, Cass Street — You're looking pretty sharp! I can't

quite put my finger on it. What did you do, get a haircut? Oh — of course — now I can see it.

You've gotten rid of those unsightly electric lines. Or were they telephone lines? Put them underground, I'll bet. That would explain the construction mess —

your side have toilet paper?" (Note to Anne McDaniel — this is not a true story, just an old joke tailored for local consumption).

I understand that 8 million lady baby boomers are approaching menopause. I'll let you make up your own jokes on this one — I'm busy working on my screenplay for the Science Fiction Channel.

Oh, man Southwestern Cable is changing again! Hold on, it looks like they're just adding a couple of

"EYE B4 E" belongs to an English teacher. "KP SRFN," which I assume is about surfing, also sported stickers for the Backcountry Horsemen of California and the American Donkey and Mule Society. Sort of a triathlete.

50 Years Ago: On this date in 1947 Crest Liquor and — immediately next door — Caswell's Shell Station were opened for business. The North Shores Sentinel called the project "the largest construction

### RECEPTIONIST

Dana Sites

### ACCOUNTING

Penny Thune, Mgr.

Steve Jump

### PHOTOGRAPHERS

Paul Hansen,

Ryan Metzger,

Brenda Knot

### ADVERTISING

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### ADVERTISING DEADLINE

All materials must be received by 5 p.m. Thursday preceding publication.

### CORPORATE OFFICE



THE CITY OF SAN DIEGO

LINDA M. FIERRO

Property Agent • Asset Management

Real Estate Assets • MS 51A • (619) 236-6985 • (619) 236-6706 (FAX)

MEMO

September 15, 1997

Gary:

As shown on the attached MBPC report, we are supposed to return to the Committee in October with an update on input received from the public regarding Sea World's colored lights. Real Estate Assets didn't receive any comments. I understand Park & Rec. received one inquiry and one positive remark. As we recently discussed, please incorporate this information into your Staff Report to the Committee. I will not plan on attending, but let me know if you want someone from Sea World to be present. Thank you.

*Linda M. Fierro*



Sea World

From: Jane Vickers  
To: MHS  
Subject: Sea World -Reply

thanks Mary.

>>> Mary Lou Groarke 08/20/97 08:06am >>>  
FYI only.

Linda and I met with Sea World representatives yesterday to talk about a new proposed project: a restaurant that seats 700-1000 people, that is divided into 3-4 pods (if you will), with entertainment occurring in each area while people eat, and a river raft ride that goes around the restaurant. All of this with a pirate sort of theme. Interesting...

The good news is: attendance is way up! Sea World is doing very well this calendar year.

When Anita Pyle is in place and has hired and we are perhaps further in the year may be through a good part of the winter season, we should take a look at whether our revenue estimates need to be revised upward.

Mary

PROPERTY MANAGEMENT  
All asterisked fields must have data entered. Job Assignment Sheet  
Others optional.

\*Job No.: 220563 005 \*Agent: LME

\*Date Assigned: 4-8-97 Date Due: \_\_\_\_\_

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP;  
Other = OT \_\_\_\_\_ (20)

\*Client: Sea World (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Palomar Inst. Adv. Agree. (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: Mission Bay, Por. (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2005

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agnt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: Barbara Stephen 226-3813

Comments: [4-14-97] As of 4-14-97 the lessee has submitted old Agreement which had expired  
on 3-31-1997. Spoke with B. Stephen and requested the new agreement.

Agents Log: [5-22-97] - Spoke with B. Stephen and remind to submit new  
sublease.

[8-01-97] Letter to lessee

[8-11-97] - Received signed consent Job is closed

\*Job Completion Date: 08-11-97 \*Status: S1 = Complete  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No X

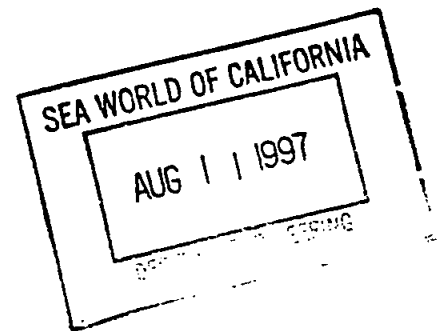
\*File: LS: Sea World Sat (50)

Data Entry: 08-14-97 Vms MKG  
(Date) (By) Supervisor's Signature  
(CWG: 3-25-91)



THE CITY OF  
**SAN DIEGO**

DEVELOPMENT SERVICES DEPARTMENT • CITY OPERATIONS BUILDING  
1222 FIRST AVENUE • SAN DIEGO, CALIFORNIA 92101-4153 • M.S. 301 • (619) 236-6270



August 6, 1997

Patrick K. Owens  
VP Design & Engineering  
Sea World  
1720 South Shores Road  
San Diego, CA 92109-7995

RE: Change of Address Request

Your address change request has been approved as follows and will become effective on August 18, 1997.

**FROM:** 1720 South Shores Road

**TO:** 500 Sea World Drive

By copy of this letter, the agencies listed below are notified of this change. Please post the new number(s) as soon as possible after this date to ensure the best possible emergency and postal service.

Please feel free to call me at (619)236-6694 should you have any questions.

Sincerely,

Linda Elliott  
Address Coordinator

LE:sj

FILE NO. ISLJIADDRESS REQUEST, 2234

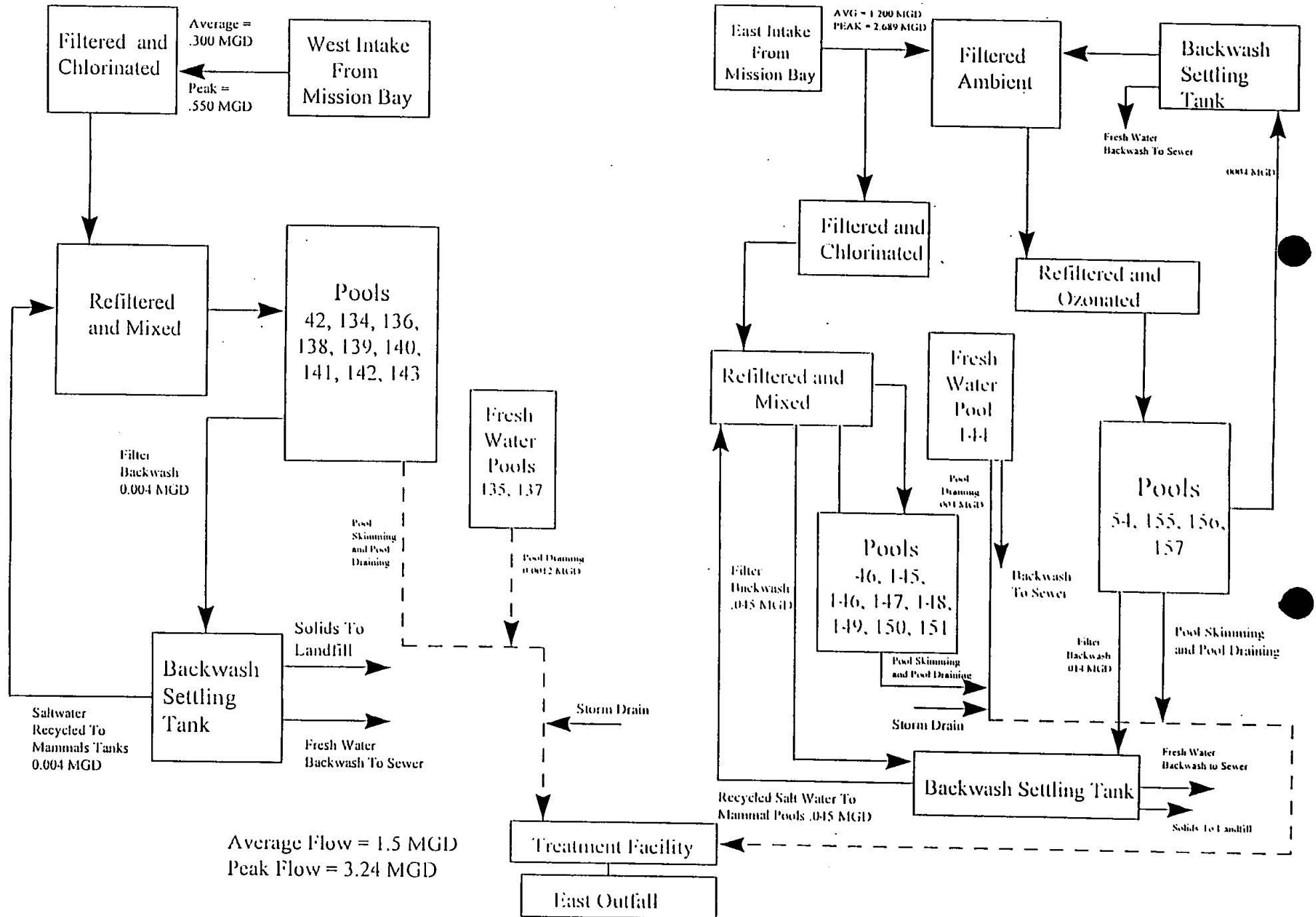
cc: U.S. Postal Service; County Assessor; SDG&E; Pacific Bell; Registrar of Voters;  
Fire Department; Development Services Records Section; Housing Licensing;  
Water Utilities; Planning; City Treasure; Police



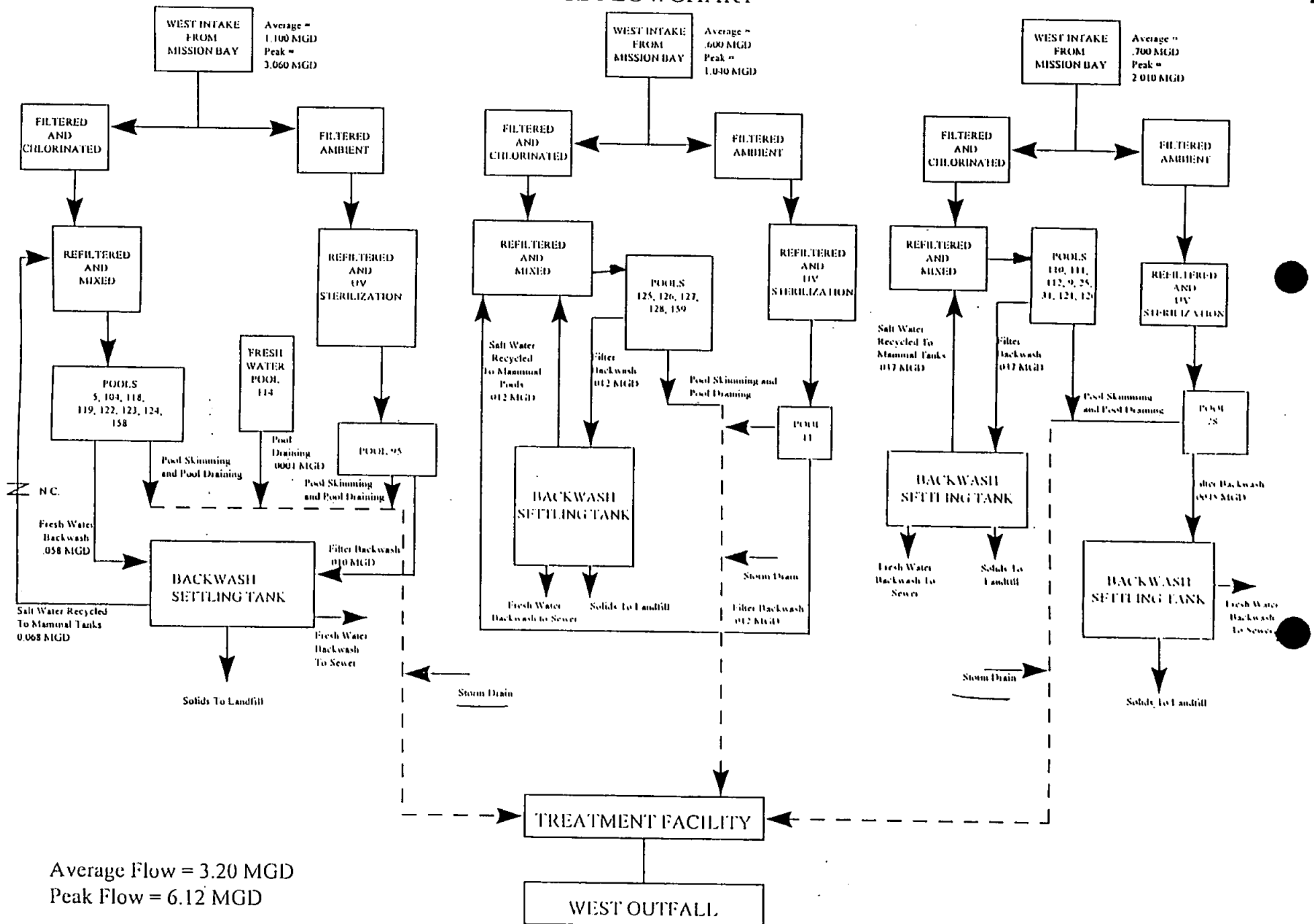
**DIVERSITY**  
BRINGS US ALL TOGETHER

# EAST OUTFALL FLOWCHART

A-2



# WEST OUTFALL FLOWCHART





## Figure 2

[illegible]

STORM DRAINAGE SYSTEM INVENTORY

UTILITY DISTRIBUTION STUDIES

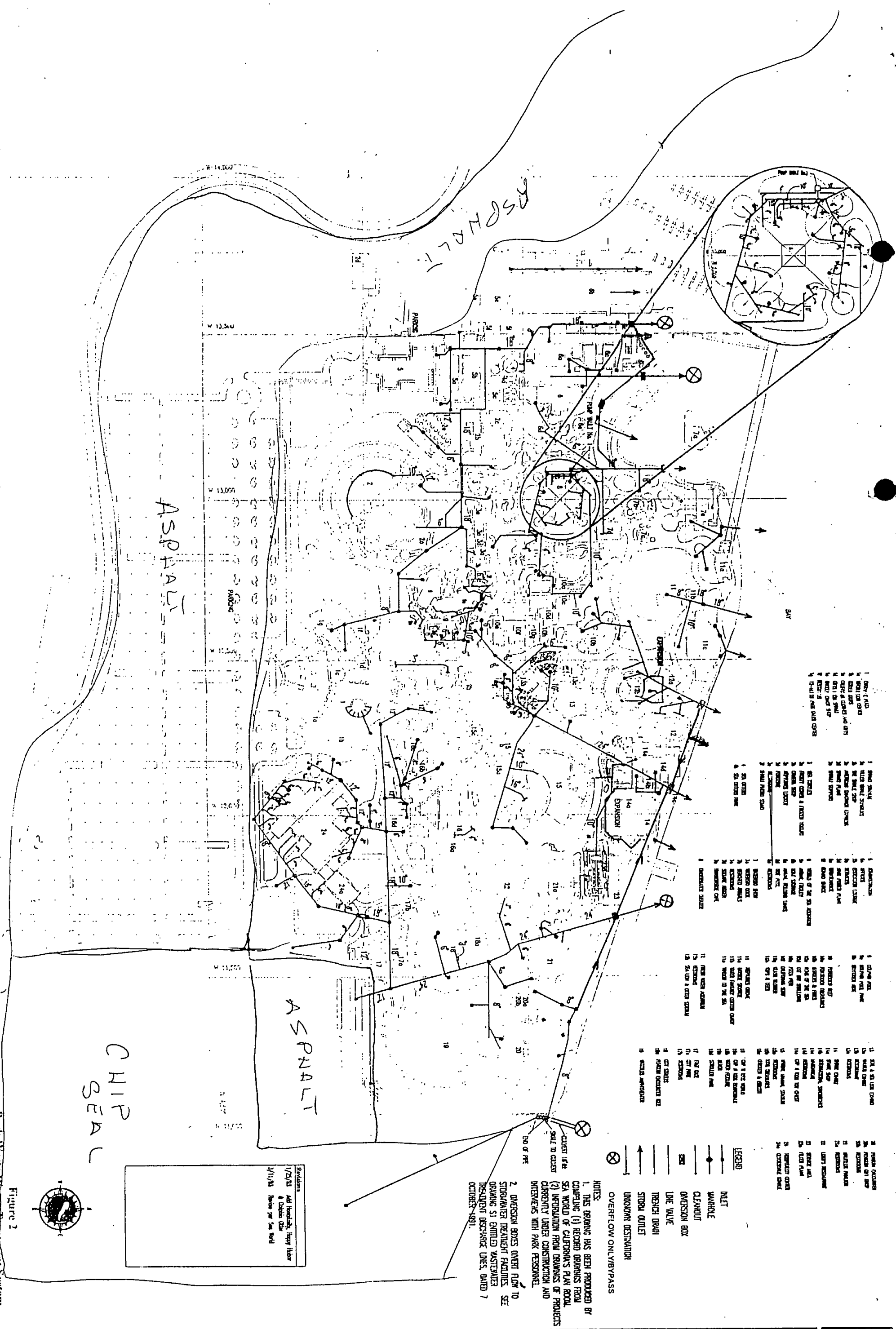
Sea World of California

Busch Entertainment Corporation

**EDM**  
Engineering Design & Management Inc.  
PROJECT MANAGERS & ENGINEERS  
1100 WILSON ST. (2ND FLOOR) WILSONVILLE, OR 97150  
503/261-0400



**Sea World.**  
OF CALIFORNIA  
1720 South Shores Road  
San Diego, California 92108  
Telephone (619) 222-6363



Bahia -  
SEA WORLD

**From:** Mary Lou Groarke  
**To:** cab7-9.city\_mgr.EWC  
**Date:** 8/5/97 5:11pm  
**Subject:** Sea World and Bahia

Bob - I understand from Jane that in your briefing with her last week, you asked for comments on the Bahia proposal and the draft Sea World lease before you left for vacation.

Bahia

Linda should have comments to you by Thursday.

Sea World(SW)

We are not able to provide comments (other than those that follow) before you leave for vacation. We expect to be able to give you more specifics about the proposed lease when you return from vacation. I can set up a time to go over this matter with you after your return, if you'd like. Please advise.

SW submitted a new lease and a right-of-entry permit. Last Friday, I read the documents over for content only and they don't look too bad as far as new leases go, but there is a considerable amount of new language that has been added.

The following staff work still needs to occur: a) the new lease must be compared word for word to the old lease and the subsequent lease amendments; b) we need to compare it to the MOU; and c) we also need to compare it to our current customized lease form to see if there is anything we can't live with (insurance, indemnification, and Equal Opportunity are probably not up to current standards).

Regarding doing a lease versus a lease amendment, a new lease is going to take more time but it will clean up this contract. Initially, I am concerned that there may be legal ramifications to going with a new lease, as opposed to an amendment, as follows:

We need to research and discuss with Will Griffith whether doing a new lease will affect our approval rights under an assignment. Under the old lease, I suspect that we could approve, disapprove, or condition an assignment on any reason, no reason, or any condition we desired. Under a new lease executed today (or in a few months), I don't think this will be true.

Perhaps of more concern is that the new lease contains several pages of new language regarding environmental issues. The date on the new lease (as opposed to an amendment) may affect how environmental liabilities shake out, not too mention that SW has added new concepts about sharing environmental liabilities that have not been discussed before.

Please let me know if you have any comments or questions at this point. Mary

CC: JBV, LZP

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To: cab7-9.city\_mgr.E  
Date: 8/5/97 5:11pm  
Subject: Sea World and Bahia

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Please let me know if you have any comments or questions at this point. Mary

From: Linda Fierro  
To: ewc, jbv, mhs  
Subject: Sea World

I called Bill Davis, GM of Sea World today for an update on the proposed expansion. He said he'd have something for us the week after next "and certainly before June 1". I'll follow up 6/2/97.

From: Linda Fierro  
To: ewc, jbv, mhs  
Subject: Sea World

I met with the Vice President of Design & Engineering at Sea World yesterday, regarding a new exhibit. While I was there, I asked him about the 16.5-acre parcel. He said their local Environmental Coordinator was working with their St. Louis personnel in reviewing the environmental report to determine whether Sea World is able to develop on the parcel. This will affect their decision on whether they want to lease the parcel.

When we all met with the new GM, he said we should hear something from them by the end of April which is next week. ~~My plan on following up with the GM on~~

~~5/2 (Friday)~~

Lmf sent 4-25

File - Leases:  
Sea World /02

**MINUTES**  
CITY OF SAN DIEGO  
PARK AND RECREATION BOARD  
MISSION BAY PARK COMMITTEE

August 5, 1997

RECEIVED  
SEP 05 1997  
REAL ESTATE ASSETS

Meeting Held At:

Hyatt Islandia Hotel  
1441 Quivira Road  
San Diego, CA 92109

Mailing Address Is:

Park & Recreation/Coastal Parks  
Attn.: Mission Bay Park Manager,  
Staff Representative  
2581 Quivira Ct.  
San Diego, CA 92109

**ATTENDANCE**

Present:

Helen Duffy, Chairperson  
Don Hall  
Mary Lynn Hyde  
Val Kraft  
James Moore  
Mike Pallamary  
Samuel Parisa  
Don Peterson  
John Ready  
Marie Robinson-Ching

Absent:

Peter Daly  
Daniel Fox (excused)  
Ted Jardine  
Judy Swink (excused)

Staff:

Calvin Tani, Staff Representative  
Sgt Michael O'Neill, S.D.P.D.  
Linda Fierro, Real Estate Assets Department  
Madison Wiggins, Real Estate Assets Department

### CALL TO ORDER

Chairperson Helen Duffy called the meeting to order at 6:15 P.M.

### APPROVAL OF THE MINUTES

**SAM PARISA MOVED TO APPROVE THE MINUTES OF THE JUNE 3, 1997 REGULAR MEETING. MARIE ROBINSON-CHING SECONDED THE MOTION. MOTION PASSED UNANIMOUSLY.**

Duffy - yea; Hall - yea; Hyde - yea; Kraft - yea; Moore - yea; Pallamary - yea; Parisa - yea; Peterson - yea; Ready - yea; Robinson-Ching - yea;

### REQUEST FOR CONTINUANCE

None.

### COMMUNICATIONS

Robert Bacchi addressed the committee about his concerns regarding overnight campers in the park and the status of the parking lot lights at Crown Point Shores. Sgt. O'Neill stated that P.D. have been making more frequent visits to the Crown Point area and have been citing people for camping out. Chairperson Duffy referred Mr. Bacchi to Councilman Wear's office for information regarding lights at Crown Point Shores.

Committee member John Ready commented on a situation that might be considered dangerous. John states that when the parking lot is closed at Alden Court and Bayside Walk at the end of the night, he has observed cars being driven up and over the sidewalk so that people can leave the lot when the gate is closed. John mentioned that the cars are being driven quite fast and with their headlights off. Sgt. O'Neill stated that the Police Department is monitoring the situation. Mr. Ready suggested putting down some type of barrier to deter vehicles from driving on the walkways.

### CHAIRPERSON'S REPORT

Helen Duffy, Chairperson, reported that Mr. John Leppert has retired from the City. Mr. Leppert will still continue with working on the Mission Bay Foundation. Ms. Duffy also stated that she believes that the City Council will be doing a Proclamation in Mr. Leppert's honor.

Chairperson Duffy recommended to the committee to move the September meeting from the 2nd to the 9th because of the holidays. Committee agreed.

Ms. Duffy also reported that she received a notice from the Mission Beach Precise Planning Board that they are submitting a community grant application to the American Society of Landscape Architects for the purpose of developing a plan to visually integrate Mission Beach through the Mission Boulevard corridor and the Planning Board is asking for support or suggestions from the committee.

Chairperson Duffy also complimented city staff for the great job they put forth in maintaining Mission Bay Park during the month of July and especially the Fourth of July weekend.

### **STAFF REPORT**

Mr. Tani provided a progress report on the Mission Bay Park Endowments projects.

Sgt. O'Neill gave a brief report on water activities on Mission Bay.

### **ACTION ITEMS**

Consent (The Consent Agenda will be acted upon, as a whole, with little or no discussion. Any one member of the Committee may move a Consent Item to Adoption.)

None.

Adoption (Each Adoption Item requires individual action.)

#### **201. Future X Games in Mission Bay Park**

Calvin Tani, Acting Mission Bay Park Manager, and Dean Swanson, X Games Representative, gave brief reports about the X Games. There were speakers and discussion. The Committee recommended that staff evaluate and report on the financial impact of events like the X Games. The Committee also recommended that action be taken to limit the activities of overflying aircraft during future events and that the X Games 1998 approval process be conducted during open hearings.

**MIKE PALLAMARY MOVED TO APPROVE THE STAFF RECOMMENDATION TO SUPPORT AN INVITATION TO THE X GAMES TO RETURN TO MISSION BAY PARK IN THE SUMMER OF 1998. DON PETERSON SECONDED THE MOTION. PASSED UNANIMOUSLY.**

Duffy - yea; Hall - yea; Hyde - yea; Kraft - yea; Moore - yea; Pallamary - yea; Parisa - yea; Peterson - yea; Ready - yea; Robinson-Ching - yea.

### INFORMATION ITEMS

#### **301. Driscoll Mission Bay - Exterior Painting and New Signs**

Madison Wiggins, Real Estate Assets Department, and Joe Driscoll, manager of Driscoll Mission Bay, presented information regarding the proposed painting of the marina buildings and installation of new corporate identity signs.

#### **302. Exhibit Pavilion Project - Sea World**

Linda Fierro, Real Estate Assets Department, and Pat Owen, Seaworld, provided information to the committee about the New Exhibit Pavilion - Sea World.

### WORKSHOP

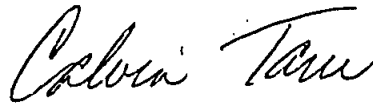
None.

### ADJOURNMENT

The meeting was adjourned at 7:25 p.m.

Next regular meeting: **Thursday, September 9, 1997, 6:00 p.m.**

Respectfully submitted,



CALVIN TANI  
Staff Representative

LINDA FIERRO  
MS 51A

CITY OF SAN DIEGO  
M E M O R A N D U M

File: Leases -  
Sea World

|                                     |                |
|-------------------------------------|----------------|
| CITY OF SAN DIEGO                   |                |
| REAL ESTATE ASSETS DEPT.            |                |
| <input type="checkbox"/>            | DIRECTOR       |
| <input type="checkbox"/>            | DEPUTY MANAGER |
| <input checked="" type="checkbox"/> | FILE COPY      |
| <input type="checkbox"/>            | CHRON. COPY    |
| <input type="checkbox"/>            | ORIGINATOR     |

DATE: July 29, 1997

TO: Mission Bay Park Committee, Agenda of August 5, 1997

FROM: Jane E. Vickers, Deputy Director, Asset Management and Marketing  
Division, Real Estate Assets

SUBJECT: Exhibit Pavilion Project - Sea World

---

SUMMARY

THIS IS AN INFORMATIONAL ITEM ONLY. NO ACTION IS REQUIRED ON THE  
PART OF THE COMMITTEE.

PROPOSAL

Sea World plans to install a 4,485 square foot membrane covered frame structure near the existing Clydesdale Stables. The structure will be 27 feet high and 60 feet across. It will be built over an existing grass area. The pavilion will be used for displaying various cultural exhibits, the first one identifying Anheuser-Busch National Hispanic Fund Scholarship recipients. It is likely that this pavilion will be in place only for the next 2-5 years.

Sea World has received a Coastal Development Permit from the California Coastal Commission for this project. The City's Environmental Analysis Section of Development Services has determined that this project is exempt from CEQA pursuant to State CEQA Guidelines.

Respectfully submitted:

*Jane E. Vickers*  
JANE E. VICKERS

LMF



RECEIVED  
JUL 21 1997  
REAL ESTATE ASSETS

July 11, 1997

Ms Linda Fierro  
City of San Diego  
Real Estate Assets Dept.  
PO Box 2289  
San Diego, CA 92112-4165

Dear Ms Fierro,

Enclosed is the agreement for Palomar Mountain Spring Water to the city for approval. Please provide me with the reportable value of this institutional advertiser.

If you should have any questions please contact me at 619-226-3813.

Sincerely,

Barbara Stephens  
Accounting Manager  
Sea World of CA

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



**Busch Entertainment  
Corporation**  
ONE OF THE ANHEUSER-BUSCH COMPANIES

# Sky Tower is off to an early (and free) start

By Patricia Dibsie  
STAFF WRITER

Hundreds of Sea World visitors were given free rides to the top of the marine park's Sky Tower shortly before dusk last night — a start-up as unscheduled as its breakdown June 30.

"People were disappointed when they saw it (the capsule) on the ground, so we decided to go ahead and start it going tonight, instead of tomorrow morning," said Bill Davis, the park's general manager.

Davis took one of the first rides yesterday, several days after engineers fixed a minor counterbalance problem.

The tower ride had been grounded since June 30, when it abruptly stopped with mechanical problems about 20 feet from the bottom of its 320-foot run.

The six-minute ride, with 59 passengers, was on its 45th trip of the day when a sharp bang was heard inside the cabin and the capsule came to a halt. Riders were back on the ground within 10 minutes.

The tower ride had reopened following a three-month hiatus. It had just undergone extensive repair and upgrade — with a six-figure repair bill — after 31 passengers were stranded for 3½ hours on March 3, and 50 passengers were stuck for 30 minutes on March 9 near the top of the ride.

Davis said the passengers were never in danger because "the brakes on the Sky Tower automatically lock during a malfunction or power outage." He added, "There's never been a moment when passengers were in danger."

Honeymooners Aleksandra and Tom Wood of

Santee, who came to the park yesterday with his mother-in-law Vasilina Viasilkiv from Ukraine, couldn't find the words to say how much they loved the Sky Tower ride.

Viasilkiv let out a long sigh that didn't need a translation — aye-aye-aye. She wanted to ride it again.

Toni Noelker comforted her 3-year-old son Andrew, explaining "They took you way up so you could see, and now they're bringing us down so you can get off."

Visitors lined up for a long wait once word got around that the ride was back up and running.

Since it opened in 1969, the tower has operated more than 100,000 hours and has treated an estimated 2 million people to a slow-motion pirouette that showcases San Diego and the coastline.

Diego Unified School of trustees today

Currently, the charter school in September 1998, the pilot program. The ready being use group for a Saturday may not stick.

Beginning with the middle of the school year, the school would end, encompassing primary and secondary after five years.

Students would be evaluated on academic performance of grade levels, mastery of mathematics in five dardized tests.

All students would be assigned

See C

SDU-T 7/8/97



## High schoolers learn that smell is a matter of taste

Workshop unlocks secrets of people's chemical senses

By Sharon L. Jones  
STAFF WRITER

Doug Brown put one of six plastic tubes under his nose and sniffed. "Oh, that's horrible," the 17-year-old senior said with a grimace. "It smells like a synthetic, like rubber." Heather Baxter, 16, looked at him in amazement. "It smells like one thing to him and another to me," she said.

Under the supervision of top researchers Heather, Doug and a handful of other students explored the senses of smell and taste at special workshop yesterday at the Hotel del Coronado.

The budding scientists listened to researchers in town for the 12th International

term and long-term memory attraction. They figured out had dull, medium or highly taste. And they explored how taste.

Many left inspired to do for next year's science fair. "They talked about a lot, know," said Eva Mejia, a 16 Vista High.

Wayne Silver, a biology teacher at Forest University in Winston-Salem, gave the students an overview of chemical senses, which include smell and taste.

He explained how the 6 million olfactory receptor cells send signals to different areas of the brain, controlling the region that controls visceral behaviors.

"This is why odorants evoke strong emotions and vivid

'23, the Del Mar jins: Once again, challenged to ent, most glamor-tive horse-x in the opening prizes? Trips to suming winners left to bet.

ould be proud

t dancing sensar-d of the Dance ed to S.D.'s

ying in a posh Bay Resort vil-ered a \$2,000-an-

three-hour sail a lady friend.

gher also ed Las Vegas) — and

30 to wash it. All d, Flatley and his

a mini-boom for y. Promoters

30,000 tickets e-day Sports

ecedented" for a D.

Gillian Anderson, her FBI duds,

a baseball cap, Bird Rock Café

requested a table re she and her

wouldn't be er son's hubby

January, TV's is been tailing the

artment's domes-in search of male

only 5 to 8 per- uspects end up

d in such cases up 15 percent of

air date set yet.

y 7 press

'95 S.D. start-up s public Internet

laces as airports centers, merited

y 7 Fortune mpanies." CEO described as a

who likens his Moses leading the

**ALFRED C. STROHLEIN**  
3559 Jewell Street, San Diego, CA 92109  
619/274-2362

Ms. Helen Duffy, Chair and  
Committee Members, Mission Bay Committee  
2965 Mission Blvd., 3-F  
San Diego, Ca 92109

Dear Helen and Committee:

July 2, 1996

I wish to object to Sea World's latest request to the City--via a Letter of Intent--submitted to the Council on Tuesday, June 25, 1996.

In this, Sea World requested an additional 16.5 acres to be added to its 166.75-acre leasehold and to extend its lease by 50 years. Further, Sea World wishes to include Perez Cove Way into its leasehold, further expanding its influence and control over the city's prime bayfront site.

After the Letter of Intent was received and in view of the Mission Bay Park Committee's approval of Sea World's request on March 21, 1996, I have calculated the economic affect such an expansion would have. I do not believe anything remotely approaching the City Manager's Report (No. 96-130) of June 19, 1996, can be achieved or is even feasible.

Rather than the projected \$26,000,000 impact on the local economy, I believe the City is giving away its land for an absurd three cents per square foot!

My conclusion is based on the following:

Sea World intends to pay the City \$1,200,000 for a 50-year lease in exchange for an additional 16.5 acres of prime, bayfront land, precluding its development for any other use.

A 16.5 acres parcel represents 718,740 sq.ft. Pro-rating the \$1,200,000 payment over 50 years represents a mere \$24,000 per year. Consequently, on a square-foot basis, the City is realizing a paltry three-cent return:  $\$1,200,000 \div 50 \text{ years} \div 718,740 \text{ sq.ft} = \$.033$ .

This should be compared to Sea World's existing leasehold of 166.75 acres which returns to the City \$.55 or \$.56 per year and which produces for Sea World an annual revenue of over \$100,000,000. (Over 50 years, Sea World could easily earn \$5 billion!) Why should the City extend the lease for 50 years for so little return? Other leaseholds on the Bay, albeit modest, produce far greater returns: the Mission Bay Sports

Center yields a \$3.20 per sq.ft. return; Islandia returns \$1.57.

Finally, the City has not negotiated a performance bond with Sea World which good business practice demands and which the citizens of San Diego have a right to expect from its leaders. (The economic failure of Seaport Village can, in part, be attributed to the absence of a performance bond, leaving the City with a prime bayfront property that is producing far less than its projected return.)

Please reconsider Sea World's expansionist plans either by rejecting their request for a 50-year leasehold extension or recommending to the City that the return per sq.ft. on Sea World's 16.5 acres be brought in line with other bayfront leaseholds.

Sincerely,

Alfred C. Strohlein

P.S. I am enclosing copies of my letters of Sept. 1, 1993, ("Minor Amendments" to the Sea World's EIR) and Sept. 28, 1993, (in which I objected to the commercial development of the South Shores lot and the re-definition of "best use.") My concerns remain because the issues still prevail.

ALFRED C. STROHLEIN  
3559 Jewell Street, San Diego, CA 92109  
619/274-2362

Ms. Helen Duffy, Chair and  
Committee Members, Mission Bay Committee  
2965 Mission Blvd., 3-F  
San Diego, CA 92109

Dear Helen:

September 1, 1993

Since the original EIR (No. 84-0160) for Sea World was drafted on December 3, 1984, three ostensibly "minor" addenda have been effected. All were approved by the City without public review or comment; all were approved by the Coastal Commission.

Despite the comments made by the City's Development and Environmental Planning Division (Ann Hix and Diana Dugan), none of these addenda can be considered minor.

\*

1. ADDENDUM 90-0479: AQUATIC SHOW

This project involved:

- a. removing sheet piling cofferdams
- b. removing 7,000 cu.yds. from an island and lagoon shoreline
- c. increasing stadium seating from 3,000 to 5,000
- d. constructing restrooms, snack bar, gift shop and support facilities beneath stadium seats
- e. dredging 600 cu.yds. of silt
- f. installing wave suppressor (to protect Marina from waves generated by ski boats)
- g. installing a non-public walkway for ski-show personnel over rip-rap
- h. installing buoys to define lease line

Ann Hix reported that this addendum presented "no new significant environmental impacts not considered in the previous EIR," and concluded that "No public review of this addendum is required."

\*

## 2. ADDENDUM 91-0622: PARKING & PEREZ COVE WAY

This project involved:

- a. creating a 12-lane gate with six booths off Perez Cove Way
- b. widening Perez Cove Way
- c. converting existing gate to a four-lane exit
- d. constructing a 10-ft-wide bikepath along Perez Cove Way
- e. widening Sea World Drive to four westbound and two eastbound lanes
- f. converting parking lot from free to pay parking

The parking lot was expanded from 7,000 to 8,000 spaces.

The plant nursery and maintenance yard was relocated from the easterly, overflow parking lot.

Landscaping in the lot will be revamped to feature large, irrigated trees.

Most of the parking lot will be converted from stall parking to "stadium" parking (double-stacked, or tandem spaces).

A landscaped berm will be constructed along Perez Cove Way at the new gate site.

Again, Ann Hix reported that "There are no new significant environmental impacts not considered in the previous EIR," and "no substantial changes have occurred with respect to the circumstances under which the project is undertaken," and "There is no new information of substantial importance to the project."

Therefore, "No public review of the addendum is required."

\*

## 3. ADDENDUM 93-0269 POLAR EXHIBIT

The "minor" changes include:

- a. constructing a 75,000-sq.ft. exhibit consisting of a motion-base theater, gift shop and walk-through exhibit for polar bears, beluga whales, seals and walrus
- b. demolishing the Nautilus Amphitheater
- c. grading 3.24 acres and excavating 20,000 cu.yds of fill.

Ann Hix: "The project is considered to be a non-significant change to the adopted Sea World Master Plan and would not result in significant new changes."

Further, the "construction impacts of noise and dust associated with the demolition and construction programs... would be temporary and would not be environmentally significant."

Not surprisingly, identical determinations for this latest addendum were found: no significant environmental impacts; no substantial changes; and no new information of substantial importance to the project.

Therefore, no public review!

\*

Helen, how can any of these three addenda be considered MINOR when such issues as parking lot runoff, flushing and filtering animal wastes from exhibits and CEQA Section 30105.5 regarding Cumulative Effects have not been addressed?

(I am enclosing an article from the L.A. Times (8/19/93) which reviews a UCLA study on stormdrain runoff.)

Perez Cove Way was widened to accommodate the estimated 4,000,000 annual visitors, all of whom arrive by bus or car. All of these vehicles drip oil onto the asphalt.

During winter rains, the runoff from this 70-acre lot flows either into Mission Bay or the San Diego River Channel, without being treated by oil-water separators, sand basins or bioremediation. Following rains, the City posts signs around the Bay advertising its polluted condition.

(Elsewhere, however, the conscientious application of remedial measures is possible: oil-water separators have been installed at the boat basin in Camp Pendleton, the parking lots at the Del Mar race track and Batiquitos lagoon; sand filters at Car Country, Carlsbad; infiltration basin in the Mira Costa College parking lot.)

How can there not be an environmental nexus between a greatly expanded and asphalted parking lot and Perez Cove Way and Bay pollution?

When Sea World expanded its parking lot to the east last winter and coated it with an asphalt "slurry," I asked the Council in March, 1993, and again in May, to request information from the Coastal Commission as to why the EIR was mute on runoff. The Commission admitted that runoff was on the EIR checklist and should have been included in the report. Otherwise, a Negative Declaration would be required.

At that same time, I wrote to Mr. Robert Cain, Coordinator NPDES Stormwater Program, to express similar concerns. (Copy enclosed.)

Although I have yet to hear from the Coastal Commission, City Council or Mr. Cain, Sea World continues to expand, demolish, construct, irrigate, coat with asphalt and otherwise present "no new significant environmental impacts" to its leasehold.

I am hopeful that the Mission Bay Committee may be more responsive and responsible.

I do not believe the Planning Department staff should have the authority to make arbitrary or unilateral decisions

on a City-owned Mission Bay leasehold that will not be renewed until 2034--all without public review or full disclosure!

\*

To these Planning Department Addenda must be added the equally insidious applications made to the Coastal Commission:

On March 12, 1991, Sea World applied for a 15,000-ft. expansion to the shark exhibit and a 7,000-sq.ft. building for above- and below-water viewing. This application was placed on the Consent Agenda and heard in Marina Del Rey. (No addendum to the EIR was even prepared.)

Sea World's Application to Widen Perez Cove Way, etc., was held in October, 1992, and heard in Monterey.

The hearing on the Polar Bear exhibit was held on August 10, 1993, in Long Beach.

NOT ONE SUBSTANTIVE ISSUE CONCERNING SEA WORLD HAS EVER BEEN HELD BY THE COASTAL COMMISSION IN SAN DIEGO.

Sincerely,

Alfred C. Strohlein

ALFRED C. STROHLEIN  
3559 Jewell Street, San Diego, CA 92109  
619/274-2362

Ms. Helen Duffy, Chair and  
Committee Members, Mission Bay Committee  
2965 Mission Blvd., 3-F  
San Diego, Ca 92109

Dear Helen and Committee:

September 28, 1993

At last month's meeting, Mr. James Milch, representing Sea World, suggested a revised definition of "best use" as it applies to the parking area adjacent to Sea World's leasehold.

I wish to object to any interpretation of "best use" that condones or fosters the creation of additional parking.

The recently completed Mission Bay Plan Update calls for the reduction of parking and the creation of additional open space for recreational park use.

Sea World's proposal, if adopted, would expand the number of acres devoted to parking, further encouraging more traffic and the visitor's dependence on cars.

The Mission Bay Plan endorses public transit, not an expansion of parking lots and more traffic.

The "Best Use" of Mission Bay land can only be achieved by developing more open space for parks and recreation, not by covering more acres with asphalt.

Sincerely,

Alfred C. Strohlein

# Tower's return comes up short

## Sea World ride gets stuck in air again

By Patricia Dibsie  
STAFF WRITER

Just hours after it reopened, San Diego's biggest elevator — Sea World's rotating Sky Tower — shut down yesterday 20 feet from the ground.

The ride, with 59 passengers, was on its 45th trip of the day when a sharp bang was heard inside the cabin and the ride came to a halt at 3:45 p.m.

Ten minutes later, the engineers bumped the elevator up six inches, then brought it down manually and the passengers disembarked.

The 320-foot-high tower had been shut down since March 9, after mechanical problems stopped the elevator twice in one week. After a repair bill in the six-figure range, the tower reopened yesterday at 11 a.m. — only to be shut down about five hours later.

The ride will remain closed until engineers correct the problem.

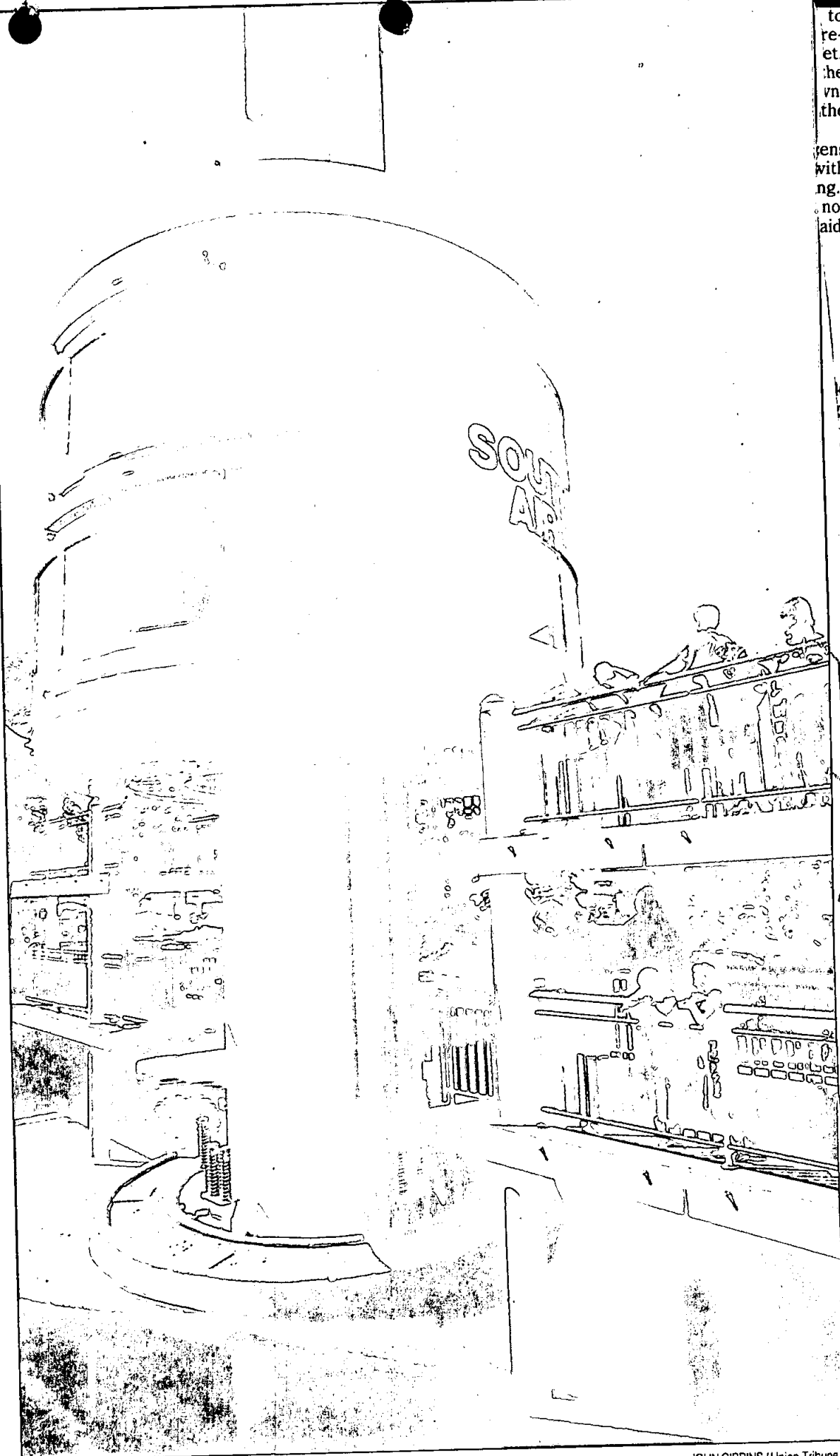
Yesterday, Sea World officials began the day by explaining what happened in March.

"We brought in the tower's original contractor and an army of experts to determine what the problem was and to fix it," Don Ludwig, Sea World's vice president of operations and entertainment, said.

The problem was "a slight imbalance between the weight of the capsule versus the weight of the counterbalance," he said.

Ludwig said new technology, including a bank of computers, was added. The "technology that wasn't available when the tower was built in 1969," he noted.

On March 3, about 30 passengers were stranded for 3½ hours 180 feet above the ground when the polyurethane tread on a guide wheel inched off center and the capsule was knocked off balance.



**Stuck, again:** The Sky Tower at Sea World sits where it got stuck yesterday. The ride had been shut down since March because of two other malfunctions.



JOHN GIBBINS / Union-Tribune

**Short ride:** Patrons who were stuck in the Sky Tower yesterday received refund coupons after the tower at Sea World returned to its berth.

## Tower

Ride's return to action was short

*Continued from B-1*

Six days later, 50 passengers on the ride were stranded when the safety brakes kicked in. The ride was stalled 220 feet above the ground for 30 minutes.

Riders were never in danger because "the brakes on the Sky Tower automatically lock during a malfunction or power outage," said Jonna Rae Bartges, public relations director for the park.

"The good news is that all the safety systems continue to work perfectly," she said.

The capsule was locked onto the tower automatically when the malfunction occurred yesterday.

Since it opened in 1969, the tower elevator has operated more than

100,000 hours and has treated an estimated 2 million people to a slow-motion pirouette that showcases San Diego and the coastline. Visitors who dare to look straight down can see dolphins, whales and other creatures swimming in the park's huge pools.

But Darlene Lewis, of the Palomar Mountain area, never saw any of it. Friends and a daughter talked Lewis into taking the ride shortly after it reopened yesterday morning. Afraid of heights, she rode with her eyes shut.

Lewis said she never knew the ride had been closed and only learned of its problems as the elevator made its way skyward.

Two seats away, two youngsters squealed with delight and begged the Sea World employee on board to make the ride "spin faster."

Lewis groaned.

Bonnie Grandy, of Huntington Beach, thought the six-minute ride was "breathtaking," especially the bird's-eye view of the splashing sea life in the park's pools.

HE TOOK it as a great compliment.

32 years, Griffin ran the week-*Ramona Sentinel* newspaper, as publisher-editor, while simultaneously pursuing nature photography with an arsenal of large-format bellows cameras.

Although his newspaper work often consumed 80 hours a week, Griffin and his wife, Carol, frequently visited the Sierra for backpacking-photography trips between issues. He also found time to write and self-publish two books about backpacking.

But his main outlet was a weekly nature photo published under the headline "Just Pictures." He has taken hundreds of shots, and his office in his small publishing house is packed with huge prints of stark, sometimes breathtaking black-and-white views of favorite nature spots.

As is true with many photo enthusiasts, Griffin began in the California Sierra. In the mid-1930s he backpacked with his father, just as later did with his son. "I would carry an ancient box camera in my

meadows, streams and brilliant skies are a photographer's delight."

Because skies are not as clear as in Adams' heyday, due to smog from the Central Valley, "the best time to photograph the Sierras is after a one-day rain when some clouds remain," he says.

At first he looked for the typical "calendar" picture — the shot with tree-lined lake and distant mountains. "My interest for years has been the nearer view of a scene, with close-up detail, trying to ascertain an artistic arrangement of details. In my mind's eye I've always envisioned the same photographic image, and haven't found it yet."

That idealized view is "in a coastal village of a weathered picket fence eventually disappearing into fog, with faintly outlined trees in the shrouded area," he says. Photographers have exhausted most obvious views. "But there are a million small vistas of beauty no one has noticed. I like to think I'm looking for those vistas. Sometimes



**The old-fashioned way:** Tom Griffin adjusts one of his large-format bellows cameras.

the simple act of moving my camera 18 inches to the left or right will compose the perfect image."

Ansel Adams remains his idol, and the main reason he stays with black-and-white photography. He shudders when someone sees one of his photos and says, "What a beautiful photo. Too bad you didn't

On the back, he says, he would have exposure features. Whatever final image he gets results from his own calculations.

Because of this, Griffin argues that photography has all of the attributes of art: "My view is that since the photographer and landscape painter both discover the identical compositions of elements in a scene — the photographer capturing the sharp, undefiled nature of the scene, and the artist transforming the same elements into form with equivalents — photography then is an art form. The photograph replaces the artist's hand with its reality of nature."

"Although the camera operates as a mechanical device it still is a medium for, and an extension of, mind. I believe photography complies with all the necessities of aesthetics in art. After all, art is the management of order, and where the photographer has produced order, he has produced art."

David Ross is a free-lance writer based in Ramona.

## AROUND THE REGION

PINE VALLEY

### Two women airlifted to hospital

Two women, suspected undocumented border-crossers, were found by the Border Patrol suffering from dehydration and heat exhaustion yesterday and were airlifted from a brushy ravine in East County.

A U.S. Coast Guard helicopter hovered over the ravine while agents on the ground strapped each woman in turn into a basket to be hoisted into the aircraft.

They were flown to a San Diego hospital, where they later were reported in stable condition, according to Coast Guard officials.

the University Christian Church at 3900 Cleveland Ave. in Hillcrest. The clinic provides free legal services every Monday evening from 5:30 to 7 p.m. on a first-come, first-served basis.

The AIDS Legal Services Clinic was originally organized as the first legal clinic specifically for AIDS and HIV patients by attorneys Tim Pestotnik and Irene Cockcroft, in conjunction with the San Diego AIDS Project. Eventually San Diego AIDS Project evolved into the AIDS Foundation of San Diego, assisted by the San Diego Volunteer Lawyer Program.

Pestotnik encourages any attorneys who would like to learn more about the program or assist with the AIDS Legal Services Clinic to

# Tower's return comes up short

*Sea World ride gets going,  
then gets stuck — again*

By Patricia Dibsle

STAFF WRITER

Just hours after it reopened, San Diego's biggest elevator — Sea World's rotating Sky Tower — shut down yesterday 20 feet from the ground.

The ride, with 59 passengers, was on its 45th trip of the day when a sharp bang was heard inside the cabin and the ride came to a halt at 3:45 p.m.

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But Darlene Lewis, of the Palomar Mountain area, never saw any of it. Friends and a daughter talked Lewis into taking the ride shortly after it reopened yesterday morning. Afraid of heights, she rode with

File:  
Leases-  
Sea  
World/02

7/1/97

Also unclear is whether the shot originated from inside Mexico or on the U.S. side of the border, he said.

The agents called for backup and Mexican authorities were notified. The FBI is heading the investigation in San Diego.

Mexican police attempts to look for the gunman on Mexican soil apparently were thwarted by the Mexican army.

Soldiers detained the police while they determined whether the weapons the police had were legal under Mexico's strict firearms laws. They also ran checks on the police vehicles.

The squad was eventually allowed to proceed but by then two hours had expired.

The shooting happened days after authorities in Tijuana announced the arrest of a former

area will receive at least five armored cars. The vehicles will be assigned to special tactical units trained and equipped to respond to emergencies along the border. It was unknown when the vehicles would be available.

The senator said Reno told her that Border Patrol officers will be issued new bulletproof vests that will be more comfortable while offering more protection than the vests now used.

High-powered rifles are also available to the Border Patrol. But Reno told Boxer she wants to make certain officers receive sufficient training and do not carry the weapons in neighborhoods where civilians could be shot accidentally.

Staff Writer Greg Gross contributed to this report.

**Career move: Lean King takes charge today**  
strict, ending four years as head of the big

## King leaves Esc calls Lemon Gr

By Steve Schmidt, STAFF WRITER

**L**EMON GROVE — It was just next door, in La Mesa, that Lean King cut his teeth as a top-level school district administrator.

Now Lemon Grove gets to see what he learned. The amiable, veteran educator takes over today as superintendent of the small but proud Lemon Grove School District.

It may seem like an unlikely career move. After all, King just ended four years yesterday as chief of the larger Escondido Union School District. Before that, he was an assistant superintendent with the sprawling La Mesa-Spring Valley School District.

But, as King points out, smaller districts can be as rich in challenges — and opportunities — as big ones.

"Trust me on that," he says. "Smaller is not lesser and bigger is not better."

There's plenty to keep him busy. The Lemon Grove district is adding another grade to its class-size reduction program and building on its reading and technology curricula.

In the long term, the 4,300-student district must also find funding to modernize its aging campuses. All of the district's eight schools are over 30 years old.

King, however, says the district's needs go beyond bricks and mortar.

Following recent visits to the community, King says he senses a strong desire among PTA leaders, teachers and others for improved communication with district leaders.

"What I have picked up on is a real sincere desire to be part of the decision-making process," he says.

King's predecessor, Joseph Farley, often seemed estranged from the district rank and file, according to some employees. Farley left the district earlier this year, after the school board bought out his contract.

In Escondido, King staged public forums as one way to build community-classroom ties. He met regularly with City Hall officials to discuss common issues.

## Tower

Ride's return  
to action was short

Continued from B-1

Lewis said she never knew the ride had been closed and only learned of its problems as the elevator made its way skyward.

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JOHN GIBBINS / Union-Tribune

**Stuck, again: The Sky Tower**  
at Sea World sits where it got  
stuck yesterday.

## On the Ball.

Sporting events move quickly, requiring us to stay on our toes. So we do, every day in the sports section of the Union-Tribune.



THE CITY OF

# SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A  
CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700  
SAN DIEGO, CALIFORNIA 92101-4199

TELEPHONE: (619) 236-6000  
FAX: (619) 236-6706

|                                     |                |
|-------------------------------------|----------------|
| CITY OF SAN DIEGO                   |                |
| REAL ESTATE ASSETS DEPT.            |                |
| <input type="checkbox"/>            | DIRECTOR       |
| <input type="checkbox"/>            | DEPUTY MANAGER |
| <input checked="" type="checkbox"/> | FILE COPY      |
| <input type="checkbox"/>            | CHRON. COPY    |
| <input type="checkbox"/>            | ORIGINATOR     |

June 11, 1997

Flu 1mo.

William A. Davis  
Executive Vice President & General Manager  
Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995

Dear Mr. Davis:

Re: Letter of Intent -- Lease Amendment

It was a pleasure seeing you at the recent Mission Bay Park Committee meeting. As we discussed, the Letter of Intent (copy enclosed) allows three years from June 25, 1996 in which to complete the lease and discretionary governmental approvals. One year has passed, and we are anxious to review Sea World's environmental report and proposed new lease language.

At your earliest convenience, please forward three copies of the environmental findings to my attention. We also look forward to hearing from your attorney with the proposed lease agreement. Should you have any comments or questions, please contact me at 236-6985.

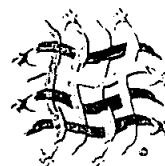
Sincerely,

LINDA M. FIERRO  
Property Agent

lmf

Enclosure

cc: Patrick Owen, Vice President, Design and Engineering, Sea World



DIVERSITY  
BRINGS US ALL TOGETHER

MEETING OF THE **MISSION BAY PARK COMMITTEE**  
PUBLIC NOTICE AND AGENDA  
CITY OF SAN DIEGO  
PARK AND RECREATION BOARD

Tuesday, June 3, 1997, 6:00 p.m.

Marina Village  
1936 Quivira Way  
San Diego, CA 92109

RECEIVED  
JUN 02 1997  
REAL ESTATE ASSETS

CALL TO ORDER

APPROVAL OF MINUTES OF MAY 6, 1997 MEETING

COMMUNICATIONS (Limited to items not on the Agenda. Each will be limited to five (5) minutes and is not debatable.)

CHAIRPERSON'S REPORT

STAFF REPORT

CONTINUANCES

ACTION ITEMS

Consent (The Consent Agenda will be acted upon as a whole, with little or no discussion. Any one member of the Committee may move a Consent Item to Adoption.)

None.

Adoption (Each Adoption Item requires individual action.)

201. Mission Beach Community Identification Sign (Gary Stromberg)

202. Sea World - Lights on Skytower (Linda Fierro)

INFORMATION

301. Coastal Rail Trail Project (Peggy Gentry)

WORKSHOP

None.

ADJOURNMENT

Notice of Next Regular Meeting: Tuesday, JULY 1, 1997, 6:00 p.m.  
Location to be announced.

This information will be made available in alternative formats upon request. To request an Agenda in an alternative format, or to request a sign language or oral interpreter for the meeting, call Acting Staff Representative, John Leppert, at 221-8912, at least five (5) working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available for the meeting upon request.

Please Note: If there are any questions regarding this Agenda, please contact the Acting Staff Representative at 221-8912.

All asterisked fields must have data entered. Others optional.

PROPERTY MANAGEMENT  
Job Assignment Sheet

\*Job No.: 220563 006 \*Agent: LMF

\*Date Assigned: 4-8-97 Date Due: \_\_\_\_\_

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP;  
Other = OT \_\_\_\_\_ (20)

\*Client: Sea World (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Wells Fargo Inst. Adv. Agree. (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: por. Mission Bay (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2005

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agnt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: \_\_\_\_\_

Comments: (4-10-97) Prepared City's consent for LMF review.

(4-17-97) City's consent is not necessary.

Agents Log: desire exercises his option to extend the  
term of the previously approved agreement.

\*Job Completion Date: 4-17-97 \*Status: S1 = Complete  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No \_\_\_\_\_  
LS:

\*File: Valencia - Sea World / 02 SAT (50)

Data Entry: 5/30/97 GAS ML6  
(Date) (By) Supervisor's Signature

(CWG: 3-25-91)

CITY OF SAN DIEGO  
M E M O R A N D U M

DATE: May 27, 1997

TO: Mission Bay Park Committee, Agenda of June 3, 1997

FROM: Jane E. Vickers, Deputy Director, Asset Management and Marketing  
Division, Real Estate Assets

Terri Williams, Deputy Director, Coastal Parks Division

SUBJECT: Sea World - Lights on Skytower

---

SUMMARY

Issue: Does the Mission Bay Park Committee recommend granting permission to Sea World to install strings of red, white and blue lights from the ground to the top of the Skytower capsule during the summer of 1997 on a trial basis?

Staff Recommendation: The Park and Recreation and Real Estate Assets Departments recommend granting permission to Sea World to install the lights this summer, on a trial basis. The issue would be returned to the Mission Bay Park Committee in October 1997 for review. If there were no significant objections, then Sea World would be allowed to continue with the installation every summer (from Memorial Day weekend to Labor Day weekend).

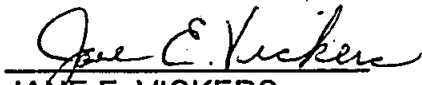
Other Recommendations: None.

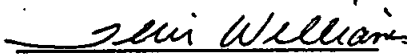
Fiscal Impact: None with this action.

BACKGROUND

Sea World has proposed installing strings of colored lights to the Skytower during the summer months. The lights will be red, white and blue, and will be installed in an inverted cone shape to the Skytower capsule (similar to the winter holiday's cone shaped white lights).

Respectfully submitted:

  
JANE E. VICKERS

  
TERRI WILLIAMS

LMF

1281  
All asterisked fields must have data entered. Others optional.

PROPERTY MANAGEMENT  
Job Assignment Sheet

\*Job No.: 220563 804 \*Agent: LMF

\*Date Assigned: 4-8-97 Date Due: \_\_\_\_\_

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP;  
Other = OT \_\_\_\_\_ (20)

\*Client: Sea World (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Banana Boat Lns. Adv. Agree (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: por. Mission Bay (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2005

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agnt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: \_\_\_\_\_

Comments: [4-10-97] Prepared City's Consent for LMF REVIEW

[4-28-97] Letter to Barbara Stephen with City Consent for

Agents Sea World signature (U:\WPWDATA\SEAWORLD.AGE)

Log: [5-15-97] Received signed consent to agreement

Job is closed

\*Job Completion Date: 5-15-97 \*Status: S1 = Complete  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No Y

LS:

\*File: Lease Sea World / od Suf (50)

Data Entry: 5/16/97 GAS ML6  
(Date) (By) Supervisor's Signature

(CWG: 3-25-91)



THE CITY OF SAN DIEGO

File - Leases:  
Sea World ~~doc~~  
102

May 12, 1997

Sea World of California  
ATTENTION: DON LUDWIG  
1720 South Shores Road  
San Diego, CA 92109-7995

**SUBJECT: RIGHT OF ENTRY PERMIT - SEA WORLD OF CALIFORNIA**

The City of San Diego ("City") hereby grants permission to Sea World of California ("Permittee") to enter upon City-owned property ("Permit Area"), as delineated on the attached Exhibit "A", upon the following terms and conditions:

1. Permittee's use of the Permit Area shall be limited to the use of an undeveloped portion of South Shores Park. This area is adjacent to the Sea World leasehold to the west and the developed portion of South Shores Park to the east as delineated on the attached Exhibit "A". It is the Permittee's responsibility to be aware of any closures and to abide by any and all State, City and Mission Bay Park rules and regulations.
2. Consideration to City for granting this Right of Entry Permit shall be \$.01 per square foot of park land per day. The area needed to park approximately 350 vehicles is 90,000 square feet. Your cost per day is \$900 (unless 7 calendar days advance cancellation notice is provided in writing to our office). Payment to the City of San Diego will be **DUE BY NO LATER THAN OCTOBER 3, 1997**. A late payment is subject to a 5% late charge increasing to 10% after 15 days delinquency.
3. This Right of Entry Permit shall be in effect on the following dates in 1997: **May 25; July 4, 5, 19, 26; and, August 9, 16, 23, 31.**
4. Permittee certifies that they maintain a comprehensive risk management program which includes responsible levels of self-retention and insurance in which "The City of San Diego, its officers, employees, and agents" are named as Additional Insureds.
5. Permittee agrees to defend, indemnify, protect, and hold City and any and all of its agents, officers, and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost expense and liability of any kind or nature whatsoever ("claims"), for injury to or death of persons, or damage to (including property owned by the City) and from all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the City, its officers, agents, or employees, and that may, in whole or in part, arise from or be attributable to or be caused, directly or indirectly, by the following:

- (1) Any act or omission of Permittee, its officers, agents, employees, contractors, patrons, licensees, or invitees;



- (2) Any violation of law, ordinance, or governmental order of any kind;  
or,
- (3) The performance of Permittee, its officers, agents, employees, or licensees or contractors of any authorized or permitted act contemplated by this Right Of Entry Permit except for any claims or liability arising from, the established sole negligence, active negligence or sole willful misconduct of the City, its officers, agents, or employees.

With respect to any such claim, the City shall notify Permittee thereof, shall tender Permittee the defense thereof, and shall assist Permittee as reasonably may be requested in defense thereof. Permittee shall resist and defend any such claim and shall conduct or have conducted the necessary investigations and adjusting related thereto. Payment by the City of any claim shall not be a condition precedent to recovery under this indemnification. This shall not prejudice the right of the City to appear in such suit, participate in the defense, and take whatever actions may be necessary to protect the interests of the City.

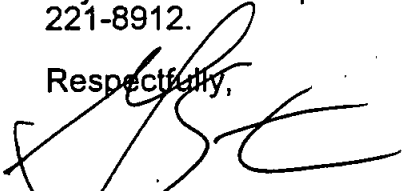
- 6. All risks in connection with Permittee's use of the Permit Area and any damages thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
- 7. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
- 8. This permit is revocable with 48 hours notice by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this Right of Entry Permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this Right of Entry Permit.
- 9. Permittee recognizes and understands that this Right of Entry Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.
- 10. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area.
- 11. Permittee shall not assign any rights granted by this Right of Entry Permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this Right of Entry Permit.

13. Permittee shall maintain complete and accurate records in accordance with generally accepted accounting principles. Such records shall be available for review and audit upon reasonable request by City.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed ORIGINAL and 6 copies of this Right of Entry Permit and return it, with the Certificate of Insurance, to Park and Recreation Department, Coastal Parks Division, 2581 Quivira Court, San Diego, CA 92109.

If you should require additional information or have any questions, please call me at (619) 221-8912.

Respectfully,

  
GARY STROMBERG  
Mission Bay Park Manager

GS/lvl  
Attachment - Exhibit "A"

cc: County Assessor  
City Real Estate Assets Department  
City Auditor  
City Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

By \_\_\_\_\_  
Don Ludwig  
Vice President  
Park Operation/Entertainment

By \_\_\_\_\_  
Cherry Ray Dimeff  
Vice President  
Finance

APPROVED AS TO FORM AND LEGALITY BY:  
CASEY G. GWYNN, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

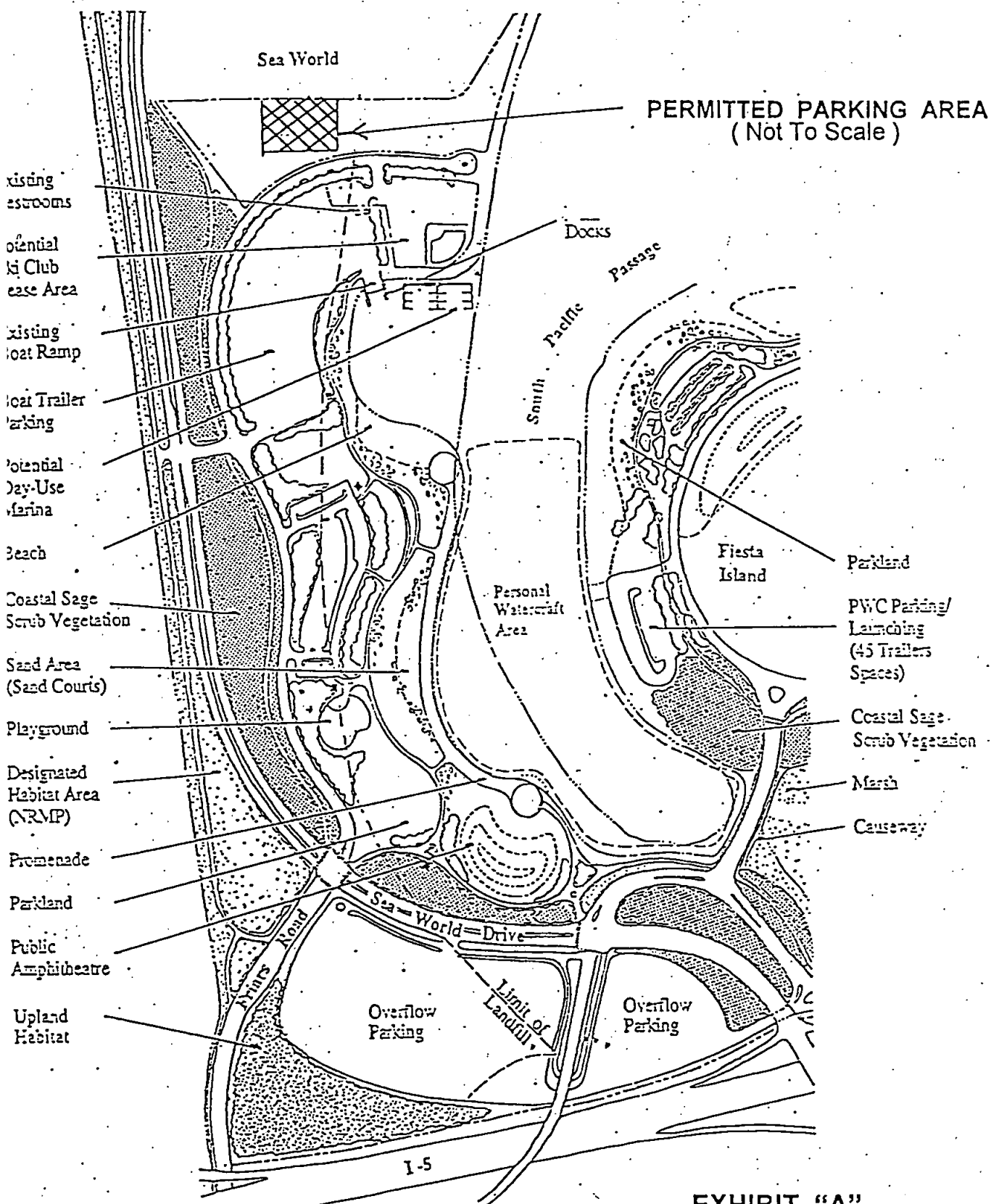
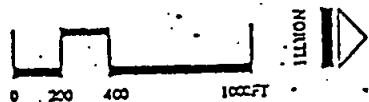


EXHIBIT "A"



South Shores Concept Plan

figure 31

LEGEND

■ Proposed Restrooms

SEA WORLD

**From:** Jane Vickers  
**To:** LZF  
**Subject:** PS&NS Report - Sea World Skytower -Reply

Thanks Linda. Jane

>>> Linda Fierro 05/09/97 01:26pm >>>

Bob, I spoke to Robert Tambuzi, the Committee Consultant for PS&NS today. He said the Skytower report is not on the May 14 agenda. He may get it on the June 4 agenda. I will continue to follow up on this item.

*Sea World*

**From:** Bob Collins  
**To:** CCP.Property.MHS  
**Date:** 5/7/97 6:33pm  
**Subject:** sea world item at PS&NS on 5/14

please contact sea world to advise them that the item is on the comty agenda  
and someone should be at the meeting also whats the status of the sky ride  
---has it been fixed ?

**CC:** CCP.Property.JBV

*Sea World*

**From:** Linda Fierro  
**To:** jbv, mhs  
**Date:** 5/6/97 10:23am  
**Subject:** Sea World

I put in a call to Bill Davis, GM of Sea World this morning at 9:30. He was in a meeting so I left a message. I'll let you know what he has to say after he calls me back.

*Sea World*

**From:** Linda Fierro  
**To:** ewc, jbv, mhs  
**Date:** 5/6/97 2:09pm  
**Subject:** Sea World

I called Bill Davis, GM of Sea World today for an update on the proposed expansion. He said he'd have something for us the week after next "and certainly before June 1". I'll follow up 6/2/97.

**MINUTES**  
CITY OF SAN DIEGO  
PARK AND RECREATION BOARD  
MISSION BAY PARK COMMITTEE

May 6, 1997

**Meeting Held At:**

San Diego Princess Resort  
1404 West Vacation Isle  
San Diego, CA 92109

**Mailing Address Is:**

Park & Recreation/Coastal Parks  
Attn: Mission Bay Park Manager,  
Staff Representative  
2581 Quivera Ct.  
San Diego, CA 92109

**ATTENDANCE**

**Present:**

Helen Duffy, Chairperson  
Peter Daly  
Daniel Fox  
Don Hall  
Mary Lynn Hyde  
Ted Jardine  
Val Kraft  
James Moore  
Mike Pallamary  
Samuel Parisa  
Don Peterson  
John Ready  
Judy Swink

**Absent:**

Marie Robinson-Ching (excused)

**Staff:**

John Leppert, Management Assistant  
Terri Williams, Coastal Parks Deputy Director  
Gary Stromberg, Staff Representative

**CALL TO ORDER**

Chairperson Helen Duffy called the meeting to order at 6:05 p.m.

**201. VVH Resorts, LTD (San Diego Princess Resort) - Proposed New Marina**

Madison Wiggins, Real Estate Assets Department, and Tom Vincent, San Diego Princess Resorts General Manager, presented graphics, photographs and renderings to illustrate the project. There was no public comment.

**JAMES MOORE MOVED TO APPROVE THE STAFF RECOMMENDATION TO APPROVE THE PROPOSED NEW MARINA AND OFFICES/RECEPTION/ SERVICE FACILITY CONTINGENT UPON A CERTIFIED ENVIRONMENTAL DOCUMENT AND A COASTAL DEVELOPMENT PERMIT. DON PETERSON SECONDED THE MOTION. PASSED UNANIMOUSLY.**

Daly - Yea; Fox - Yea; Hall - Yea; Hyde - Yea; Jardine - Yea; Kraft - Yea; Moore - Yea; Pallamary - Yea; Parisa - Yea; Peterson - Yea; Ready - Yea; Swink - Yea.

**INFORMATION ITEMS**

**301. Sea World Polar Bear Picnic Shade Structure**

Linda Fiero, Real Estate Assets Department, and Pat Owen, Sea World, presented information and graphics regarding construction of a picnic shelter at Sea World's new Polar Bear exhibit. There was favorable comment by Committee members.

**302. X Games - Questions and Answers**

Dean Swanson, ESPN presented information regarding arrangements for the X Games at Mariner's Point. Steve Redfearn reported on traffic, security, and parking. There was considerable comment and discussion by Committee members. Three (3) members of the public spoke on the issue. Representatives of the City Special Events Office and the Police Department provided additional information.

**303. Dana Landing Lease Modification**

John Leppert, City Manager's Assistant, provided an update and graphics regarding the new Dana Landing dockmaster's office. There was favorable comment by Committee members.

**WORKSHOP**

None.

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Daly - Yea; Fox - Yea; Hall - Yea; Hyde - Yea; Jardine - Yea; Kraft - Yea; Moore - Yea; Pallamary - Yea; Parisa - Yea; Peterson - Yea; Ready - Yea; Swink - Yea.

**INFORMATION ITEMS**

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**WORKSHOP**

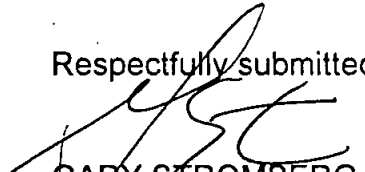
None.

**ADJOURNMENT**

The meeting was adjourned at 7:35 p.m.

Next regular meeting: **Tuesday, JUNE 3, 1997, 6:00 p.m.**

Respectfully submitted,



GARY STROMBERG  
Staff Representative

*Sea World*

**From:** Linda Fierro  
**To:** ewc, jbv, mhs  
**Date:** 4/25/97 11:35am  
**Subject:** Sea World

I met with the Vice President of Design & Engineering at Sea World yesterday, regarding a new exhibit. While I was there, I asked him about the 16.5-acre parcel. He said their local Environmental Coordinator was working with their St. Louis personnel in reviewing the environmental report to determine whether Sea World is able to develop on the parcel. This will affect their decision on whether they want to lease the parcel.

When we all met with the new GM, he said we should hear something from them by the end of April which is next week. I'll plan on following up with the GM on 5/2 (friday).

CITY OF SAN DIEGO  
M E M O R A N D U M

DATE: April 25, 1997

TO: Mission Bay Park Committee, Agenda of May 6, 1997

FROM: Jane E. Vickers, Deputy Director, Asset Management and Marketing  
Division, Real Estate Assets

SUBJECT: Sea World - Polar Bear Picnic Shade Structure

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SUMMARY

THIS IS AN INFORMATIONAL ITEM ONLY. NO ACTION IS REQUIRED ON THE PART OF THE COMMITTEE.

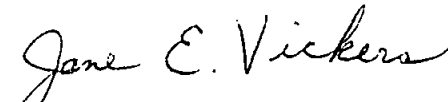
BACKGROUND

As part of the new Wild Arctic exhibit opening in May, Sea World plans to install a shade structure over an existing picnic area. The picnic area is located adjacent to the new exhibit and is utilized by elementary school children visiting Sea World as part of their school curriculum. Banners depicting polar bears will be located within the shade structure.

The shade structure will be 30 feet high and 94 feet in length, approximately the same size as the existing shade structure over the Forbidden Reef exhibit, constructed in 1990. The Polar Bear Picnic Shade Structure will be an off-white, fabric tension structure, supported by concrete columns. Sea World is currently pursuing permits from the City of San Diego and the California Coastal Commission.

Real Estate Assets and Sea World staff will be present to answer questions regarding this project.

Respectfully submitted:

  
JANE E. VICKERS

LMF

*Sea World*

**From:** Linda Fierro  
**To:** ewc, jbv, mhs  
**Date:** 4/22/97 9:17am  
**Subject:** Sea World Skytower Report to PS&NS

Anita Welker has our original Manager's Report regarding the Sea World Skytower. It will not be heard at the next PS&NS meeting on April 30. It may make it on the following meeting, May 14, but we won't know for sure until after April 30. I will follow up with Shelia and/or Anita and advise you all of the date.

p.s. I called Sea World's Environmental Coordinator yesterday for an update on their environmental work, I expect a return call today.

**THE COMMITTEE ON PUBLIC SAFETY AND NEIGHBORHOOD SERVICES  
OF THE CITY COUNCIL OF THE CITY OF SAN DIEGO**

**AGENDA FOR  
WEDNESDAY, APRIL 9, 1997, AT 9:00 A.M.**

**COUNCIL COMMITTEE ROOM (12TH FLOOR), CITY ADMINISTRATION  
BUILDING  
202 C STREET, SAN DIEGO, CALIFORNIA**

(For information, contact Robert Tambuzi,  
Council Committee Consultant, 533-3982.)

---

**DIAL-A-COUNCIL:** The City Clerk's office has implemented Dial-A-Council to enable the public, City officials, and staff to listen to the Council Committee meeting while it is in progress. To listen to the Committee meeting, dial 533-4001 beginning at 9:00 a.m. (Wednesday). **Note:** Rancho Bernardo and Rancho Peñasquitos residents dial 484-7711 and ask the Citizen's Assistance operator to connect you to Dial-A-Council.

**ACCESS FOR PEOPLE WITH DISABILITIES:** This information will be made available in alternative formats upon request. To request an agenda in an alternative format or to request a sign language or oral interpreter for the meeting, call the City Clerk (533-4000-voice or 236-7012-TT) at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the City Clerk's Office prior to the meeting, and are to be returned at the end of the meeting.

**PUBLIC COMMENT:** Any member of the public may address the Committee on any subject in its area of responsibility on any matter not presently pending or previously discussed at the Committee. Comments are limited to three (3) minutes and are non-debatable (San Diego Municipal Code Section 22.0101). At the conclusion of the comment, the Committee Chair has the discretion to determine the appropriate disposition of the matter.

If a COMMUNICATION REQUEST FORM is submitted to the City Clerk seven (7) calendar days prior to the Committee meeting, the matter may be placed on the agenda as a scheduled communication and the Committee may discuss the item prior to its appropriate disposition.

**REQUESTS FOR CONTINUANCE**

**AGENDA**  
**Committee on Public Safety & Neighborhood Services**  
**April 9, 1997**

- 2 -

---

CONSENT AGENDA

The Chair may entertain a motion by a Committee Member to approve certain noncontroversial agenda items as consent agenda items at the beginning of the meeting.

PUBLIC COMMENT

COUNCIL COMMUNICATION

ADOPTION AGENDA - Time allotted to each speaker is determined by the Chair and, in general, is limited to two (2) minutes; moreover, collective testimony by those who support or oppose an item shall be limited to no more than fifteen (15) minutes total per side.

ITEM-1:     Report from the City Attorney on the introduction of a Local Ordinance  
                 PROHIBITING THE SALE OF SATURDAY NIGHT SPECIALS.

A handwritten signature in black ink, appearing to read "George Stevens", with a stylized flourish at the end.

George Stevens  
Chair



April 2, 1997

RECEIVED  
APR 04 1997  
REAL ESTATE ASSETS

Linda Fierro  
City of San Diego  
PO Box 1010 Second St. Ste. 555  
San Diego, CA 92101

Re: City Contract Approval

Dear Ms Fierro,

Please find enclosed four (4) institutional advertising contracts for City approval. We appreciate you waving the fee on the Wells Fargo Bank contract.

If you should have any questions please call me at 226-3813.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Stephens".

Barbara Stephens  
Accounting Manager

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



**Busch Entertainment  
Corporation**

ONE OF THE ANHEUSER-BUSCH COMPANIES



March 28, 1997

Ellen Lirley - Coastal Planner  
State of California - California Coastal Commission  
3111 Camino de Rio North, Suite 200  
San Diego, CA 92108-1725

Dear Ellen:

Attached is our submittal for the Coastal Development Permit for our 1997 Capital Improvement Projects. This permit application includes the four construction projects that we previously identified as requiring a Coastal Development Permit.

The Dolphin and Sea Lion Stadium's handicapped seating up-grade Projects that were identified in our previous correspondence as possibly requiring submission, will not result in additional stadium seating overall. We are only converting seat area to accommodate handicapped persons. Therefore, these are not included in this permit application.

If you require any additional information about these projects, please contact me at (619) 226-3628. Also, would you please forward to me a list of the Coastal Commission Meeting dates and locations.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Owen".

Patrick Owen  
Vice President  
Design and Engineering

PO:sfc

cc: Bill Davis, Sea World of California  
Linda Fierro, City of San Diego, Property Assets Dept.  
Mike Behan, City of San Diego, Park and Recreation Dept.

RECEIVED  
APR 11 1997  
REAL ESTATE ASSETS

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



Busch Entertainment  
Corporation  
ONE OF THE AMUSEMENT BUSCH COMPANIES



Atlanta 1996

Official Theme Park Sponsor  
of the 1996 Olympic Games

CA COASTAL COMMISSION

SAN FRANCISCO, CA 94105

Page 1

Date 03/13/1997

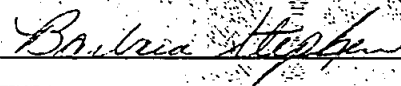
Document 2000147127

Vendor 7055277

| Your doc.                                     | Date     | Our doc.   | Gross         | Discounts   | Net           | Loc |
|-----------------------------------------------|----------|------------|---------------|-------------|---------------|-----|
| CA COASTAL COMM<br>COASTAL DEVELOPMENT PERMIT | 03/13/97 | 1900031699 | 250.00        | 0.00        | 250.00        | 165 |
| <b>Totals:</b>                                |          |            | <b>250.00</b> | <b>0.00</b> | <b>250.00</b> |     |

FOR INQUIRIES ON LOCATION 165 CALL SEA WORLD OF CALIFORNIA, SAN DIEGO

DETACH BEFORE DEPOSITING

|                                                |                                    |                                                                                       |                 |            |              |
|------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------|-----------------|------------|--------------|
| BUSCH ENTERTAINMENT CORP.                      |                                    | VOID 90 DAYS AFTER ISSUANCE                                                           |                 | CHECK NO.  | 2299-09      |
|                                                |                                    |                                                                                       |                 | 1650005352 | 62-26<br>311 |
| AMOUNT<br>OF CHECK                             | *TWO HUNDRED FIFTY***** and 00/100 |                                                                                       |                 |            |              |
| PAY<br>TO THE<br>ORDER<br>OF                   | CA COASTAL COMMISSION              |                                                                                       |                 |            |              |
|                                                | 03/13/1997                         |                                                                                       | *****250.00*    |            |              |
|                                                | DATE                               |                                                                                       | AMOUNT OF CHECK |            |              |
| Chemical Bank Delaware<br>Wilmington, Delaware |                                    |  |                 |            |              |

⑈ 1650005352 ⑈ ⑆031100267⑆ 6301422998 509⑈

**CALIFORNIA COASTAL COMMISSION**

SAN DIEGO COAST AREA  
 3111 CAMINO DEL RIO NORTH, SUITE 200  
 SAN DIEGO, CA 92108-1725  
 (619) 521-8036

**PERMIT APPLICATION INSTRUCTIONS**

A completed application includes the APPLICATION FOR COASTAL DEVELOPMENT PERMIT, the appendices to the application, and **Required Attachments**.

- ◆ Please answer all questions. If a question is not applicable to your project, indicate "N.A."
- ◆ Refer to pages 6 – 7 of the APPLICATION for a list of **Required Attachments**.
- ◆ Incomplete applications will not be accepted for filing.
- ◆ All exhibits must be legible.

The following checklist is provided for the convenience of applicants in gathering necessary application materials; it is not a complete statement of filing requirements.

\_\_\_\_\_ Proof of applicant's interest in the property. ....

\_\_\_\_\_ Assessor's parcel map(s) showing the proposed development site and all adjacent properties within 100 feet of the property boundary. ....

\_\_\_\_\_ **Stamped** envelopes (*no postage meter please*) addressed to neighboring property owners and occupants and other interested parties **and** a list of the same. ....

\_\_\_\_\_ Vicinity map. ....

\_\_\_\_\_ One set of project plan(s) and site plan(s). ....

\_\_\_\_\_ Copy of any environmental documents (DRAFT AND FINAL EIRs, EISs, NEGATIVE DECLARATION) if prepared for the project and any comments and responses. ....

\_\_\_\_\_ Verification of all other permits, permissions or approvals applied for or granted by public agencies. ....

\_\_\_\_\_ Copy of geology or soils report (if necessary). ....

\_\_\_\_\_ Local approval of the project. ....

\_\_\_\_\_ Has the Notice of Pending Permit been posted in a conspicuous place? ....

\_\_\_\_\_ Filing fee. ....

Have you and the agent (if appropriate) signed the application at the appropriate lines on pages 8, 9, and 12?

| Page       | Item |
|------------|------|
| 6          | 1    |
| 7          | 2    |
| 7          | 4, 5 |
| 7          | 6    |
| 7          | 7    |
| 7          | 9    |
| 7          | 10   |
| 7          | 11   |
| Appendix B |      |
| Appendix D |      |
| Appendix E |      |

**CALIFORNIA COASTAL COMMISSION**

SAN DIEGO COAST AREA  
 3111 CAMINO DEL RIO NORTH, SUITE 200  
 SAN DIEGO, CA 92108-1725  
 (619) 521-8036

**APPLICATION FOR COASTAL DEVELOPMENT PERMIT****SECTION I. APPLICANT**

1. Name, mailing address, and telephone number of all applicants.

Sea World of California

1720 South Shores Road

San Diego, California 92109

(619) 226-3628

(Area code/daytime phone number)

**Note: All applicants for the development must complete Appendix A, the declaration of campaign contributions.**

2. Name, mailing address and telephone number of applicant's representatives, if any. Please include all representatives who will communicate on behalf of the applicant or the applicant's business partners, for compensation, with the Commission or the staff. (It is the applicant's responsibility to update this list, as appropriate, including after the application is accepted for filing. Failure to provide this information prior to communication with the Commission or staff may result in denial of the permit or criminal penalties.)

Patrick Owen, Vice President - Design & Engineering

Sea World of California

1720 South Shores Road

San Diego, California 92109

(619) 226-3628

(Area code/daytime phone number)

**SECTION II. PROPOSED DEVELOPMENT**

Please answer all questions. Where questions do not apply to your project (for instance, project height for a land division), indicate **Not Applicable** or **N.A.**

1. **Project Location.** Include street address, city, and/or county. If there is no street address, include other description such as nearest cross streets.

1720 South Shores Road

number

street

San Diego

San Diego

city

county

Assessor's Parcel Number(s) (obtainable from tax bill or County Assessor): 760-037-01-01

FOR OFFICE USE ONLY

RECEIVED

FILED

FEE

DATE PAID

APPLICATION NUMBER

2. Describe the proposed development in detail. Include secondary improvements such as grading, septic tanks, water wells, roads, driveways, outbuildings, fences, etc. (Attach additional sheets as necessary.)

|                                                                      |
|----------------------------------------------------------------------|
| Construction of several non related improvements to various areas of |
| existing Theme Park. See attached project descriptions for details   |
|                                                                      |
|                                                                      |
|                                                                      |
|                                                                      |
|                                                                      |
|                                                                      |

- a. If multi-family residential, state:

| Number of units   |                       |                                                 | Number of bedrooms per unit<br>(both existing and proposed) | Type of ownership<br>proposed                                                                                                                                                                        |
|-------------------|-----------------------|-------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Existing<br>units | Proposed new<br>units | Net number of units on<br>completion of project |                                                             |                                                                                                                                                                                                      |
|                   |                       |                                                 |                                                             | <input type="checkbox"/> rental<br><input type="checkbox"/> condominium<br><input type="checkbox"/> stock cooperative<br><input type="checkbox"/> time share<br><input type="checkbox"/> other _____ |

- b. If land division or lot line adjustment, indicate:

| Number of lots   |                      |                                                | Size of lots to be created (indicate net or gross acreage) |          |
|------------------|----------------------|------------------------------------------------|------------------------------------------------------------|----------|
| Existing<br>lots | Proposed new<br>lots | Net number of lots on<br>completion of project | Existing                                                   | Proposed |
|                  |                      |                                                |                                                            |          |

3. Estimated cost of development (not including cost of land)    \$ 3,175,000
4. Project height: Maximum height of structure (ft.)
- above existing (natural) grade ..... 30 ft.
  - above finished grade ..... 30 ft.
  - as measured from centerline of frontage road ..... 30 ft.
5. Total number of floors in structure, including subterranean floors, lofts, and mezzanines    Two (2)

6. Gross floor area excluding parking (sq.ft.) 10,000 (Aggregate all projects)

Gross floor area including covered parking and accessory buildings (sq.ft.) 10,000 (Aggregate all projects)

7. Lot area (within property lines) (sq.ft. or acre) 165.8 Acres

| Lot coverage                                             | Existing (sq.ft. or acre) | New proposed (sq.ft. or acre) | Total (sq.ft. or acre) |
|----------------------------------------------------------|---------------------------|-------------------------------|------------------------|
| Building                                                 | 10.73                     | .07                           |                        |
| Paved area                                               | 94.37                     | 0                             | 94.37                  |
| Landscaped area                                          | 43.70                     | -.07                          |                        |
| Unimproved area                                          | 0                         | 0                             | 0.0                    |
| Water                                                    |                           |                               | 17.0                   |
| Grand Total (should equal lot area as shown in #7 above) |                           |                               | 165.80                 |

8. Is any grading proposed?..... ☐ Yes ☒ No

| If yes, complete the following.              |     |          |                                        |         |
|----------------------------------------------|-----|----------|----------------------------------------|---------|
| a) Amount of cut                             | N/A | cu. yds. | d) Maximum height of cut slope         | N/A ft. |
| b) Amount of fill                            | N/A | cu. yds. | e) Maximum height of fill slope        | N/A ft. |
| c) Amount of import or export (circle which) | N/A | cu. yds. | f) Location of borrow or disposal site | N/A     |

Grading and drainage plans must be included with this application. In certain areas, an engineering geology report must also be included. See Section IV, paragraph 11 for the specifics of these requirements.

Please list any geologic or other technical reports of which you are aware that apply to this property N/A

9. Parking:

| Number of parking spaces (indicate whether standard or compact) |                     |                                               |
|-----------------------------------------------------------------|---------------------|-----------------------------------------------|
| Existing spaces                                                 | Proposed new spaces | Net number of spaces on completion of project |
| 8350                                                            | 0                   | 8350                                          |

Is any existing parking being removed? ..... ☐ Yes ☒ No

If yes, how many spaces? N/A size

If yes, how many tandem sets? N/A size           

- a) water      b) gas      c) sewer      d) electric      e) telephone
- ☐ Yes      ☐ Yes      ☐ Yes      ☐ Yes      ☐ Yes
- ☒ No      ☒ No      ☒ No      ☒ No      ☒ No

11. Does project include removal of trees or other vegetation? ..... ☐ Yes ☒ No

or type and area of other vegetation \_\_\_\_\_

a. Are there existing structures on the property? ..... ☒ Yes ☐ No

Site is occupied by a Marine Theme Park - structures include: Exhibits, Gift Shops, Restaurants, Public Restrooms, etc.

- Will any existing structures be removed? ..... ☐ Yes ☒ No

~~Will demo and replace an existing restroom facility as part of Dolphin Interaction Program.~~

- 4

3. Has any application for development on this site including any subdivision been submitted previously to the California Coastal Zone Conservation Commission or the Coastal Commission? ..... ☒ Yes ☐ No

If yes, state previous application number(s) Many over past 20 years.

4. Is the development between the first public road and the sea (including lagoons, bays, and other bodies of water connected to the sea) ..... ☒ Yes ☐ No

If yes, is public access to the shoreline and along the coast currently available on the site or near the site? ..... ☒ Yes ☐ No

If yes, indicate the location and nature of the access, including the distance from the project site, if applicable.

Mission Bay adjacent to property.

5. Does the development involve diking, filling, draining, dredging or placing structures in open coastal waters, wetlands, estuaries, or lakes? (Please check yes or no)

a) *diking*      b) *filling*      c) *dredging*      d) *placement of structures*

☐ Yes      ☐ Yes      ☐ Yes      ☐ Yes

☒ No      ☒ No      ☒ No      ☒ No

Amount of material to be dredged or filled (indicate which) N/A cu. yds.

Location of dredged material disposal site N/A

Has a U.S. Army Corps of Engineers' permit been applied for? ..... ☐ Yes ☒ No

6. Will the development extend onto or adjoin any beach, tidelands, submerged lands or public trust lands? ..... ☐ Yes ☒ No

For projects on State-owned lands, additional information may be required as set forth in Section IV, paragraph 10.

7. Will the development protect existing lower-cost visitor and recreational facilities? .... N/A ..... ☐ Yes ☒ No

Will the development provide public or private recreational opportunities? ..... ☒ Yes ☐ No

If yes, explain.

Sea World of California provides passive recreation.

8. Will the proposed development convert land currently or previously used for agriculture to another use? ..... ☐ Yes ☒ No
- If yes, how many acres will be converted? N/A
9. Is the proposed development in or near:
- a. Sensitive habitat areas (Biological survey may be required) ..... ☐ Yes ☒ No
- b. Areas of state or federally listed rare, threatened, or endangered species ... ☐ Yes ☒ No
- c. 100-year floodplain (Hydrologic mapping may be required) ..... ☐ Yes ☒ No
- d. Park or recreation area ..... ☒ Yes ☐ No
10. Is the proposed development visible from:
- a. State Highway 1 or other scenic route ..... ☐ Yes ☒ No
- b. Park, beach, or recreation area ..... ☒ Yes ☐ No
- c. Harbor area ..... ☐ Yes ☒ No
11. Does the site contain any: (If yes to any of the following, please explain on an attached sheet.)
- a. Historic resources ..... ☐ Yes ☒ No
- b. Archaeological resources ..... ☐ Yes ☒ No
- c. Paleontological resources ..... ☐ Yes ☒ No
12. Where a stream or spring is to be diverted, provide the following information:
- Estimated streamflow or spring yield (gpm) N/A
- If well is to be used, existing yield (gpm) N/A
- If water source is on adjacent property, attach Division of Water Rights approval and property owner's approval.

#### SECTION IV. REQUIRED ATTACHMENTS

The following items must be submitted with this form as part of the application.

1. Proof of the applicant's legal interest in the property. A copy of any of the following will be acceptable: current tax bill, recorded deed, lease, easement, or current policy of title insurance. Preliminary title reports will not be accepted for this purpose. Documentation reflecting intent to purchase such as a signed Offer to Purchase along with a receipt of deposit or signed final escrow document is also acceptable, but in such a case, issuance of the permit may be contingent on submission of evidence satisfactory to the Executive Director that the sale has been completed.

The identity of all persons or entities which have an ownership interest in the property superior to that of the applicant must be provided.

2. Assessor's parcel map(s) showing the page number, the applicant's property, and all other properties within 100 feet (excluding roads) of the property lines of the project site. (Available from the County Assessor.)
3. Copies of required local approvals for the proposed project, including zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B. Appendix B must be completed and signed by the local government in whose jurisdiction the project site is located.
4. Stamped envelopes addressed to each property owner and occupant of property situated within 100 feet of the property lines of the project site (excluding roads), along with a list containing the names, addresses and assessor's parcel numbers of same. The envelopes must be plain (i.e., no return address), and regular business size (9 1/2" x 4 1/8"). Include first class postage on each one. **Metered postage is not acceptable.** Use Appendix C, attached, for the listing of names and addresses. (Alternate notice provisions may be employed at the discretion of the District Director under extraordinary circumstances.)
5. Stamped, addressed envelopes (**no metered postage, please**) and a list of names and addresses of all other parties known to the applicant to be interested in the proposed development (such as persons expressing interest at a local government hearing, etc.).
6. A vicinity or location map (copy of Thomas Bros. or other road map or USGS quad map) with the project site clearly marked.
7. Copy(s) of project plans, drawn to scale, including site plans, floor plans, elevations, grading and drainage plans, landscape plans, and septic system plans. Trees to be removed must be marked on the site plan. In addition, a reduced site plan, 8 1/2" x 11" in size, must be submitted. Reduced copies of complete project plans will be required for large projects. NOTE: See Instruction page for number of sets of plans required.
8. Where septic systems are proposed, evidence of County approval or Regional Water Quality Control Board approval. Where water wells are proposed, evidence of County review and approval.
9. A copy of any Draft or Final Negative Declaration, Environmental Impact Report (EIR) or Environmental Impact Statement (EIS) prepared for the project. If available, comments of all reviewing agencies and responses to comments must be included.
10. Verification of all other permits, permissions or approvals applied for or granted by public agencies (e.g., Department of Fish and Game, State Lands Commission, U.S. Army Corps of Engineers, U.S. Coast Guard). For projects such as seawalls located on or near state tidelands or public trust lands, the Coastal Commission must have a written determination from the State Lands Commission whether the project would encroach onto such lands and, if so, whether the State Lands Commission has approved such encroachment. See memo to *"Applicants for shoreline development"* dated December 13, 1993.
11. For development on a bluff face, bluff top, or in any area of high geologic risk, a comprehensive, site-specific geology and soils report (including maps) prepared in accordance with the Coastal Commission's Interpretive Guidelines. Copies of the guidelines are available from the District Office.

## SECTION V. NOTICE TO APPLICANTS

Under certain circumstances, additional material may be required prior to issuance of a coastal development permit. For example, where offers of access or open space dedication are required, preliminary title reports,

land surveys, legal descriptions, subordination agreements, and other outside agreements will be required prior to issuance of the permit.

In addition, the Commission may adopt or amend regulations affecting the issuance of coastal development permits. If you would like notice of such proposals during the pendency of this application, if such proposals are reasonably related to this application, indicate that desire.....

☒ Yes ☐ No

## SECTION VI. COMMUNICATION WITH COMMISSIONERS

Decisions of the Coastal Commission must be made on the basis of information available to all commissioners and the public. Therefore, permit applicants and interested parties and their representatives are advised not to discuss with commissioners any matters relating to a permit outside the public hearing. Such contacts may jeopardize the fairness of the hearing and result in invalidation of the Commission's decision by court. Any written material sent to a commissioner should also be sent to the commission office for inclusion in the public record and distribution to other Commissioners.

## SECTION VII. CERTIFICATION

1. I hereby certify that I, or my authorized representative, have completed and posted or will post the **Notice of Pending Permit** card in a conspicuous place on the property within three days of submitting the application to the Commission office.
2. I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application and all attached appendices and exhibits is complete and correct. I understand that the failure to provide any requested information or any misstatements submitted in support of the application shall be grounds for either refusing to accept this application, for denying the permit, for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the Commission.
3. I hereby authorize representatives of the California Coastal Commission to conduct site inspections on my property. Unless arranged otherwise, these site inspections shall take place between the hours of 8:00 A.M. and 5:00 P.M.

\_\_\_\_\_  
*Signature of Authorized Agent(s) or if no agent, signature of Applicant*

Patrick Owen, Vice President

Design & Engineering - Sea World of California

**NOTE: IF SIGNED ABOVE BY AGENT, APPLICANT MUST SIGN BELOW.**

## SECTION VIII. AUTHORIZATION OF AGENT

I hereby authorize N/A to act as my representative and to bind me in all matters concerning this application.

\_\_\_\_\_  
N/A

*Signature of Applicant(s)*

*(Only the applicant(s) may sign here to authorize an agent)*

SITE



N ↑

# APPLICATION FOR COASTAL DEVELOPMENT PERMIT

## APPENDIX A

### DECLARATION OF CAMPAIGN CONTRIBUTIONS

Government Code Section 84308 prohibits any Commissioner from voting on a project if he or she has received campaign contributions in excess of \$250 within the past year from project proponents or opponents, their agents, employees or family, or any person with a financial interest in the project.

In the event of such contributions, a Commissioner must disqualify himself or herself from voting on the project.

Each applicant must declare below whether any such contributions have been made to any of the listed **Commissioners or Alternates** (see last page).

CHECK ONE

☒

The applicants, their agents, employees, family and/or any person with a financial interest in the project **have not contributed** over \$250 to any Commissioner(s) or Alternate(s) within the past year.

☐

The applicants, their agents, employees, family, and/or any person with a financial interest in the project **have contributed** over \$250 to the Commissioner(s) or Alternate(s) listed below within the past year.

Commissioner or Alternate

\_\_\_\_\_

Commissioner or Alternate

\_\_\_\_\_

Commissioner or Alternate

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Applicant or Authorized Agent*

\_\_\_\_\_  
*Date*

Please print your name Patrick Owen

# APPLICATION FOR COASTAL DEVELOPMENT PERMIT

## APPENDIX B

### LOCAL AGENCY REVIEW FORM

#### SECTION A (TO BE COMPLETED BY APPLICANT)

Applicant Sea World of California

Project Description See Attached

Location Sea World of California, 1720 South Shores Road

San Diego, California 92109

Assessor's Parcel Number #760-037-01-01

#### SECTION B (TO BE COMPLETED BY LOCAL PLANNING OR BUILDING INSPECTION DEPARTMENT)

Zoning Designation R1-5000 du/ac

General or Community Plan Designation Reg. Park - du/ac

#### Local Discretionary Approvals

☒ Proposed development meets all zoning requirements and needs no local permits other than building permits.

☐ Proposed development needs local discretionary approvals noted below.

Needed Received

- |                                     |                          |                                                     |
|-------------------------------------|--------------------------|-----------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Design/Architectural review                         |
| <input type="checkbox"/>            | <input type="checkbox"/> | Variance for _____                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Rezone from _____                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Tentative Subdivision/Parcel Map No. _____          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grading/Land Development Permit No. _____           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Planned Residential/Commercial Development Approval |
| <input type="checkbox"/>            | <input type="checkbox"/> | Site Plan Review                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Condominium Conversion Permit                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Conditional, Special, or Major Use Permit No. _____ |
| <input type="checkbox"/>            | <input type="checkbox"/> | Other _____                                         |

#### CEQA Status

(In-Park Improvement)

- ☐ Categorically Exempt Class \_\_\_\_\_ Item \_\_\_\_\_
- ☐ Negative Declaration Granted (Date) \_\_\_\_\_
- ☐ Environmental Impact Report Required, Final Report Certified (Date) \_\_\_\_\_
- ☐ Other \_\_\_\_\_

Prepared for the City/County of San Diego

by Karen Flaherty

Date 4/10/97

Title Plan Review Specialist

Cega status cannot be determined until Initial study is submitted w/ Land Dev. Permit.

Application No. \_\_\_\_\_

## APPLICATION FOR COASTAL DEVELOPMENT PERMIT

### APPENDIX C

LIST OF PROPERTY OWNERS AND OCCUPANTS WITHIN 100 FEET AND THEIR ADDRESSES  
(MAKE ADDITIONAL COPIES OF THIS SHEET AS NECESSARY)

|               |  |  |
|---------------|--|--|
| None Adjacent |  |  |
|               |  |  |
|               |  |  |
|               |  |  |
|               |  |  |
|               |  |  |
|               |  |  |

### DECLARATION OF POSTING

Please sign and date this Declaration of Posting form when the site is posted; it serves as proof of posting. It should be returned to our office with the application.

**NOTE:** Your application cannot be processed until this Declaration of Posting is signed and returned to this office.

12

## APPENDIX E

### COASTAL COMMISSION FEE SCHEDULE

#### Single Family Residence

|                                             |    |          |
|---------------------------------------------|----|----------|
| On Administrative or Consent Calendar ..... | \$ | 250.00   |
| On Public Hearing Calendar                  |    |          |
| 1,500 sq.ft. or less .....                  | \$ | 250.00   |
| 1,501 sq.ft. to 5,000 sq.ft. ....           |    | 500.00   |
| 5,000 sq.ft. or more .....                  |    | 1,000.00 |

#### Multiple Residential (Including residential subdivisions or condo conversions)

|                                      |    |           |
|--------------------------------------|----|-----------|
| 2 – 4 units .....                    | \$ | 600.00    |
| 5 – 16 units .....                   |    | 2,000.00  |
| 17 – 166 units ..... (per unit) .... |    | 120.00    |
| 167 units or more .....              |    | 20,000.00 |

*Residential projects which involve more than 75 cubic yards of grading (including residential land divisions and mixed-use projects which have a residential component) shall be subject to an additional fee of \$200.00 plus \$5.00 per 1,000 cubic yards in excess of 75 cubic yards.*

#### Land Divisions

|                                                                          |    |          |
|--------------------------------------------------------------------------|----|----------|
| Lot Line Adjustment/Existing unit(s) with only one new lot created ..... | \$ | \$600.00 |
|--------------------------------------------------------------------------|----|----------|

#### Office, Commercial, Convention, Industrial

|                                                               |    |           |
|---------------------------------------------------------------|----|-----------|
| Less than 10,000 sq.ft. (gross) .....                         | \$ | 2,000.00  |
| Less than 25,000 sq.ft. (gross) .....                         |    | 4,000.00  |
| Less than 50,000 sq.ft. (gross) .....                         |    | 8,000.00  |
| Less than 100,000 sq.ft. (gross) .....                        |    | 12,000.00 |
| More than 100,000 sq.ft. (gross) .....                        |    | 20,000.00 |
| Any major energy production or fuel processing facility ..... | \$ | 20,000.00 |

#### Other Fees

|                                                                            |    |        |
|----------------------------------------------------------------------------|----|--------|
| Administrative or Emergency Permit (Except Single Family Residences) ..... | \$ | 200.00 |
|----------------------------------------------------------------------------|----|--------|

Consent Calendar Item .....\$ 250.00

Amendments

Immaterial Amendments .....\$ 200.00

Material Amendments .....(based on current fee schedule) ..... 1/2 of full permit fee

Extensions and Reconsiderations

Single Family Residences .....\$ 200.00

All Other Developments ..... 400.00

Assignments .....\$ 200.00

Request for Continuance

1st request ..... No charge

2nd and subsequent request (Where staff report is unchanged) .....\$ 100.00

Waivers .....\$ 200.00

Other Developments not otherwise covered herein

If cost under \$100,000 .....\$ 600.00

\$100,000 to \$500,000 ..... 2,000.00

\$500,000 to \$1,250,000 ..... 4,000.00

\$1,250,000 to \$2,500,000 ..... 8,000.00

\$2,500,000 to \$5,000,000 ..... 12,000.00

cost more than \$5,000,000 ..... 20,000.00

Fees for after-the-fact permits shall normally be double the regular permit fee cost.

In addition to the above fee, the Commission may require the applicant to reimburse it for any additional reasonable expenses incurred in its consideration of the permit application, including the cost of providing public notice. This schedule has been developed to assist permit applicants in calculating the necessary processing fees. The full text of the fee schedule may be found in section 13055 of the Commission's Administrative Regulations.

*Note: Permits shall not be issued without full payment of all applicable fees.  
If final action by the Commission results in a lower fee than initially  
submitted by the applicant, then a refund is due.*

# NOTICE OF PENDING PERMIT

A PERMIT APPLICATION FOR DEVELOPMENT ON THIS SITE IS PENDING  
BEFORE THE CALIFORNIA COASTAL COMMISSION.

PROPOSED DEVELOPMENT: \_\_\_\_\_

\_\_\_\_\_

LOCATION: \_\_\_\_\_

APPLICANT: \_\_\_\_\_

APPLICATION NUMBER: \_\_\_\_\_

DATE NOTICE POSTED: \_\_\_\_\_

FOR FURTHER INFORMATION, PLEASE PHONE OR WRITE THE OFFICE LISTED  
BELOW BETWEEN 8 AM AND 5 PM, WEEKDAYS.



## CALIFORNIA COASTAL COMMISSION

SAN DIEGO COAST AREA OFFICE  
3111 CAMINO DEL RIO NORTH, SUITE 200  
SAN DIEGO, CA 92108-1725  
(619) 521-8036

# CALIFORNIA COASTAL COMMISSION

45 Fremont Street, Suite 2000 San Francisco, CA 94105-2219 • (415) 904-5200

The California Coastal Commission has 12 voting members and 4 non-voting members. Six of the voting members are "public members," and six are local elected officials who come from specific coastal districts. All voting members are appointed either by the Governor, Senate Rules Committee, or the Speaker of the Assembly; each appoints four commissioners, two public members and two elected officials. Each Commissioner may appoint an alternate to serve in his or her absence. The Secretaries of the Resources Agency, the Business and Transportation Agency, the Trade & Commerce Agency and the Chair of the State Lands Commission serve as non-voting members and may appoint a designee to serve in their place.

## ROSTER OF COMMISSIONERS

| Governor's Appointments                                                                                                                                        |                                                                                                                  | Senate Rules Committee Appointments                                                                                                           |  | Assembly Speaker Appointments                                                                                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Louis Calcagno, Vice Chairman<br>P.O. Box 62<br>Moss Landing, CA 95039<br>(408) 633-2289                                                                       |                                                                                                                  | Rusty Areias<br>19065 Portola Drive, Suite K<br>Salinas, CA 93908<br>(408) 455-1103 or (916) 443-1698                                         |  | Diana Doo<br>203 South Amaz Drive #B<br>Beverly Hills, CA 90211-2832<br>(310) 652-5660                                                                     |  |
| William Rick<br>5620 Friars Road<br>San Diego, CA 92110-2596<br>(619) 291-0707                                                                                 |                                                                                                                  | Madelyn Glickfeld<br>28907 Gray Fox Street<br>Malibu, CA 90265                                                                                |  | Carl L. Williams, Chairman<br>708 Broderick Street<br>San Francisco, CA 94117<br>(415) 563-5080                                                            |  |
| North Coast District Representative                                                                                                                            |                                                                                                                  | North Central Coast Representative                                                                                                            |  | Central Coast District Representative                                                                                                                      |  |
| Nancy Flemming, Mayor<br>City of Eureka, City Hall<br>531 'K' Street<br>Eureka, CA 95501<br>(707) 441-4172                                                     |                                                                                                                  | Gary Giacomini, Supervisor<br>Marin County Board of Supervisors<br>Civic Center<br>San Rafael, CA 94903-4193<br>(415) 499-7331                |  | Sam P. Karas, Supervisor<br>Monterey Court House<br>1200 Aguajito Road, Suite 001<br>Monterey, CA 93940<br>(408) 647-7755                                  |  |
| South Central Coast District Representative                                                                                                                    |                                                                                                                  | South Coast District Representative                                                                                                           |  | San Diego Coast District Representative                                                                                                                    |  |
| Timothy J. Staffel, Supervisor<br>Santa Barbara County Board of Supervisors District Office<br>401 East Cypress Avenue<br>Lompoc, CA 93436<br>(805) 737-7700   |                                                                                                                  | Fran Pavley, City Council Member<br>City of Agoura Hills<br>30101 Agoura Court, # 102<br>Agoura Hills, CA 91301<br>(818) 597-7306             |  | Juan Vargas, City Council Member<br>City of San Diego<br>202 "C" Street (MS10A)<br>San Diego, CA 92101<br>(619) 236-6688                                   |  |
| The four non-voting members below are appointed by their respective agencies                                                                                   |                                                                                                                  |                                                                                                                                               |  |                                                                                                                                                            |  |
| California Trade and Commerce Agency                                                                                                                           | Resources Agency Representative                                                                                  | State Lands Commission Representative                                                                                                         |  | Business, Transportation and Housing Agency Representative                                                                                                 |  |
| Victor Holanda<br>Director<br>Office of Permit Assistance<br>Trade and Commerce Agency<br>801 "k" Street, Suite 1700<br>Sacramento, CA 95814<br>(916) 322-4245 | Jim Burroughs<br>Resources Agency<br>1416 Ninth Street, Room 1311<br>Sacramento, CA 95814-5570<br>(916) 653-5656 | Dwight Sanders<br>Executive Office<br>State Lands Commission<br>100 Howe Ave., Suite 100-South<br>Sacramento, CA 95825-8202<br>(916) 574-1900 |  | Bill Brennan<br>Deputy Secretary<br>Business, Transportation and Housing Agency<br>801 K Street, Suite 1918<br>Sacramento, CA 95814-3520<br>(916) 323-5408 |  |
| Revised August 29, 1995                                                                                                                                        | Peter M. Douglas                                                                                                 | Executive Director                                                                                                                            |  | *Appointment dates (for approximately 2 years) **Reappointment dates                                                                                       |  |

# ALTERNATES FOR STATE COMMISSIONERS

|                                                                                                                   |                                                                                                                                              |                                                                                                                                                   |                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Sharon Doughty (For Calcagno)<br>P.O. Box 1177<br>State Hwy. 1<br>Point Reyes Station, CA 94956<br>(415) 663-1552 | Vacant (For Williams)                                                                                                                        | Lols Busey (For Flemming)<br>Louisiana Pacific Corporation<br>No. 1, LP Drive<br>Samoa (Humboldt Co.), CA 95564<br>(707)-443-7511                 | Dorill B. Wright (For Staffel)<br>405 Miguel Circle<br>Port Hueneme, CA 93041<br>(805) 488-3145     |
| John P. Fowler (For Rick)<br>5620 Friars Road<br>San Diego, CA 92110-2596<br>(619) 291-0707                       | Jacqueline Rynerson (for Pavley)<br>2864 Allred Street<br>Lakewood, CA 90712-3304<br>(310) 423-5612                                          | Ernest Carpenter (For Giacomini)<br>Supervisor, County of Sonoma<br>575 Administration Drive #100A<br>Santa Rosa, CA 95403-2887<br>(707) 527-2241 | Francesca M. Cava (for Areias)<br>854 Jimeno Road<br>Santa Barbara, CA 93103<br>(805) 966-6312      |
| Vacant (For Doo)                                                                                                  | John Hisserlich (For Glickfeld)<br>University of Southern California<br>1540 Alcazar St., #CHP100<br>Los Angeles, CA 90049<br>(213) 342-2077 | Edward Vincent (For Karas)<br>Mayor, City of Inglewood<br>One Manchester Blvd./PO Box 6500<br>Inglewood, CA 90301<br>(310) 412-5300               | Lou Wolfshelmer (for Vargas)<br>530 "B" Street, Suite 1850<br>San Diego, CA 92101<br>(619) 231-9933 |

## NEW EX PARTE COMMUNICATION REQUIREMENTS

As of January 1, 1993, significant new ex parte requirements affecting communications with Commissioners go into effect. (Public Resources Code, sections 30319-30324.) These stringent new provisions of law may have serious consequences. **Anyone** wishing to communicate with a Commissioner about any matter pending before the Commission should read and abide by the guidelines below. The following guidance covers **most** of the new requirements.

- No written materials should be sent to Coastal Commissioners **unless** the Commission staff receives copies of **all** of the same materials at the same time.
- All materials transmitted to Commissioners should clearly indicate (e.g., on the cover page or envelope) that they have also been forwarded to the staff. Materials that do not show that copies have been provided to staff might not be accepted, opened or read by Commissioners. In these cases, no ex parte communication has occurred.
- Messages of a non-procedural nature (e.g., substantive) should **not** be left for a Commissioner. These include telephone, FAX, telegraphic or other forms of message.
- All oral or written communications of a non-procedural nature by an "interested person" that are **not** made according to the above procedures are ex parte communications which are prohibited unless publicly reported by the Commissioner. If the Commissioner does not report the communication, the Commission's action that was the subject of the communication may be revoked and penalties may result.
- Coastal Commission decisions must be made on the basis of information available to all commissioners and the public. Therefore, copies of communications made to Commissioners that are forwarded to staff will be included in the public record. Public records are available for inspection at Commission meetings or in the Commission's office.

**NOTE:** *The purpose of these new legal requirements is to protect due process and fairness in the Commission's decision-making process. Failure to follow them could lead to fines, revocation of permits and substantial costs. If you have any questions, you can contact Commission legal staff.*

**SEA WORLD of CALIFORNIA**  
**1997 CAPITAL IMPROVEMENT PROJECTS**

1. Construction Projects: The following project will require Coastal Development Permits.
  - 1.1. Dolphin Interactive Program: This project will consist of enlarging an existing pool at the Dolphin Stadium Back Area to provide a shallow flat bottom wading area for a guest/dolphin interaction area. Project will also include construction of a restroom, guest dressing/locker room, classroom and gift shop/kiosk for use with the Dolphin Interactive Program. These new facilities will be replacing an existing restroom.
  - 1.2. City Park Picnic Area Up-Grade Project: The existing City Park Area is an outdoor picnic area. This Project will construct a fabric shade structure over the existing area. Shade structure will be approximately thirty feet tall.
  - 1.3. Lost Child Center at Shamu's Happy Harbor: We will be constructing a lost child facility within our Shamu's Happy Harbor Play Area. Facility would consist of a partial enclosed shade structure with tables and chairs, crafts, and games to entertain lost children until their parents can claim them. This will provide a central area that parents and children can meet if they become separated.
  - 1.4. Sea Turtle and Flamingo Exhibit Rehab Project: This project will replace existing ponds that are in serious stages of concrete deterioration. Also included in this project is the construction of a free-flight aviary over the ponds to allow for the display of free-flight birds and provide protection from sea gull attacks. Although the foot print of the area will not increase the aviary, we'll change the elevation of the exhibit with it's extending to approximately thirty feet above grade.

- 2.2. Dolphin Stadium Pool Rehab Project: This is a major renovation of the existing pools at the Dolphin Stadium. Project will include; repairs to concrete in pools and walkways, repainting pools, replacing corroded mullions supporting acrylic viewing panels, and replacement of life support system valves and piping. Project will not alter the size or look of the Dolphin Stadium.
- 2.3. Forbidden Reef Plumbing Up-Grade Project: Replace all original cast iron plumbing (30 year old facility) with new ABS piping. Existing system has deteriorated to the point of requiring continual repairs.
- 2.4. Alcid Exhibit Up-Grade Project: The Alcid's Exhibit is inside the Penguin Encounter and is over thirteen years old. Project will consist of repairing and repainting the artificial rockwork, resealing the glazing in the exhibit, reworking of nesting boxes, and repairing deficiencies in the life support system. Project will also include, face lift to guest area by adding additional educational graphics and artificial rockwork. Project will not change the footprint or elevation of the existing building.
- 2.5. Medical Pool Hydraulic Lift System Project: Existing emergency medical pool lift floor is presently a manually operated system. This project will convert the lift floor to a hydraulic actuated system.
- 2.6. Ranch House Walk-In Cooler Project: This project, we will install a walk-in cooler in the existing Ranch House Restaurant back area. This will be an interior installation and is not visible to our guest.
- 2.7. Ranch House Patio Improvement Project: This project consist of up-grading the patio area at the Ranch House Restaurant. This will consist of removal of fixed seating and replace with tables and chairs, addition of bird-proofing, and updating the theming and appearance of the area. Project will not increase the footprint or elevation of the patio.
- 2.8. Dolphin Stadium Handicapped Seating Upgrade Project: This project will increase the number of handicapped seating and wheelchair areas in the existing Dolphin Stadium. Project will also improve accessibility to the Stadium.
- 2.9. Sea Lion Stadium Handicapped Seating Up-Grade Project: This project will increase the number of handicapped seating and wheelchair areas at the existing Seal Lion and Otter Stadium.
- 2.10. Front Gate Theming Up-Grade Project: This project consist of up-grading the hardscape and landscaping at the front entry plaza. Work will include: replacing cracked and damaged concrete walkways, installation of new tree wells and trees, improvements to landscape lighting, and new signs and graphics on ticket sales booths and entrance structures.

3. Construction Projects: The following project will require Coastal Development Permits.

- 3.1. Dolphin Interactive Program: This project will consist of enlarging an existing pool at the Dolphin Stadium Back Area to provide a shallow flat bottom wading area for a guest/dolphin interaction area. Project will also include construction of a restroom, guest dressing/locker room, classroom and gift shop/kiosk for use with the Dolphin Interactive Program. These new facilities will be replacing an existing restroom.
- 3.2. City Park Picnic Area Up-Grade Project: The existing City Park Area is an outdoor picnic area. This Project will construct a fabric shade structure over the existing area. Shade structure will be approximately thirty feet tall.
- 3.3. Lost Child Center at Shamu's Happy Harbor: We will be constructing a lost child facility within our Shamu's Happy Harbor Play Area. Facility would consist of a partial enclosed shade structure with tables and chairs, crafts, and games to entertain lost children until their parents can claim them. This will provide a central area that parents and children can meet if they become separated.
- 3.4. Sea Turtle and Flamingo Exhibit Rehab Project: This project will replace existing ponds that are in serious stages of concrete deterioration. Also included in this project is the construction of a free-flight aviary over the ponds to allow for the display of free-flight birds and provide protection from sea gull attacks. Although the foot print of the area will not increase the aviary, we'll change the elevation of the exhibit with it's extending to approximately thirty feet above grade.

# 1.1-DOLPHIN INTERACTIVE PROGRAM

1.2 - City Park Picnic  
Area

1.3-LOST CHILD CENTER

800

CITY &amp; COUNTY

# San Diego

THE SAN DIEGO UNION-TRIBUNE • MONDAY, MARCH 17, 1997

## Sea World's Sky Tower still confined to launch pad

By Ed Jahn  
STAFF WRITER

**T**he cost was \$530,000 — a pittance by today's standards — and the result was a landmark San Diegans have become so accustomed to it almost appears to be part of the landscape.

When it took shape 28 years ago, the Sea World Sky Tower was a signal to all that after five years of struggling the amusement park on Mission Bay was here to stay.

Since then, it has had more than 100,000 hours of operation and hoisted an estimated 2 million people in a slow-motion pirouette showcasing the panorama of the city and its coastline.

In mid-December, the Sky Tower's annual Tree of Lights, made from strings of colored light bulbs, heralds the beginning of the holiday season.

Today, however, the elevator on the 320-foot tower is idle. Twice in one week, safety mechanisms on the elevator system indicated a problem and the capsule was halted at midrise.

On March 3, a Monday, the 31 passengers stranded for 3½ hours got a lot more than their money's worth for the \$2 ride that is supposed to take only five minutes. The polyurethane tread on a guide wheel was found to be inching off center, and the capsule was knocked a bit off balance, said Jonna Bartges, public relations director for the park.

Then on March 9, a Sunday, 50 passengers on the ride were left hanging when the safety brakes kicked in.

"The one thing our mechanics have determined so far is that (the second shutdown) is not related to the first," Bartges said.

"This is of great concern to us. We don't want any level of discomfort for our guests. In the history of this attraction, because of the phenomenal safety features, there has never been a guest injured or threatened."

Bartges said the last time the Sky Tower had a problem before the two recent events was in 1993.

"Again, it was a relatively minor mechanical (problem)," Bartges said. "Putting it into perspective, I think you would find our record stands up well compared to any other park."

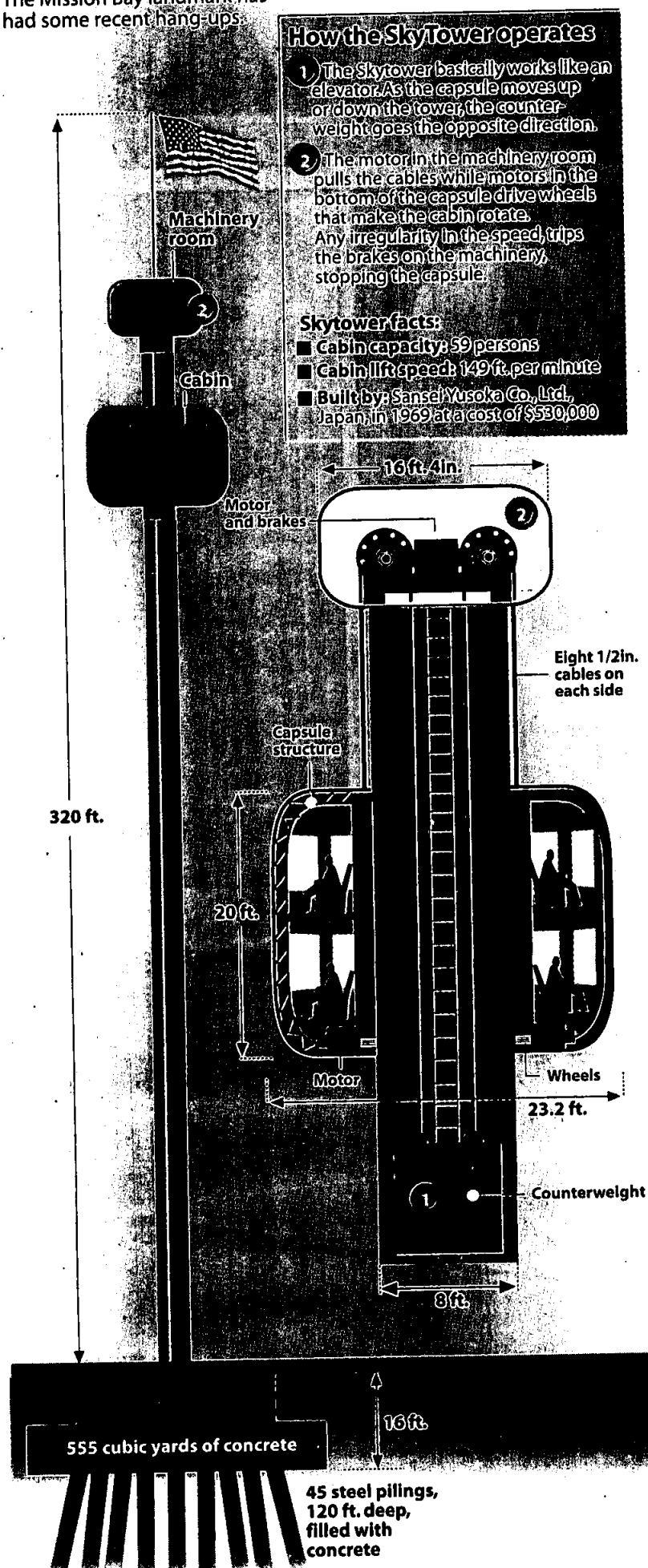
Bartges said yesterday the ride will not reopen until mechanics give the go-ahead.

Started in 1964 by four University of California Los Angeles fraternity brothers, Sea World was not expected to last. The headliner attraction was a dolphin pool with "sea maids" communing alongside, but a filtration problem made for a murky show and contributed to the deaths of eight pilot whales.

The 22-acre park became popular in 1965 when it was the first theme park to display an orca. That killer whale was the first in a long line of Shamus. By 1969, the now-defunct Pacific

## Sea World SkyTower

The Mission Bay landmark has had some recent hang-ups.



See **SKY TOWER** on Page B-3

SOURCE: Sea World

DAVID MOLLERING / Union-Tribune

# Sky tower

Insurer requires annual inspection

Continued from B-1

ic. Southwest Airlines was glad to pay for the honor of sponsoring the Sky Tower.

The park was sold for \$50 million to the publishing company Harcourt Brace Jovanovich in 1976. In 1987, the park was plagued with a series of injury accidents involving trainers and orcas, and it faced criticism from animal protection groups over plans to take orcas from the wild.

Harcourt Brace Jovanovich sold the park along with five others to Anheuser-Busch for \$1.1 billion in 1989.

The state Occupational Safety and Health Act does not cover permanent amusement-park rides; nor are they inspected by the state. That is left to the park's insurance carrier, whose concern over liability results in a stringent annual inspection, Bartges said.

The elevator portion of the tower was installed by Montgomery Elevator Co., which also inspects the operation at Sea World's request on an annual basis, she said.

In addition, Sea World inspects the operation of the tower four times a year.

"The cables are X-rayed every year to see if there's any wear and tear, and each set is replaced every seven to eight years," Bartges said. "We also go through a daily safety checklist."

The capsule is pulled to the top by a set of eight cables on each side. The 16 cables loop around drums at the top of the tower and then go back down the center of the tower and hook onto a counterweight, said Jimmy Martes, director of plant engineering for the park.

"The drums at the top are hooked to gear boxes and electric motors," Martes said. "The drag from the motors and gear boxes can make the car slowly creep to a stop."

A solenoid device is designed to automatically trigger spring-loaded brake shoes and turn off the motor if there is too much vibration, he added.

"The cables are hooked to an overspeed device that will trip the brakes if the capsule starts going beyond the normal number of feet per minute," Martes said.

The Sky Tower has had its problems over the years. Six months after it started operating, a gearbox failed and five senior citizens were stuck 100 feet up for six hours until a worker was able to crank down the capsule and release the passengers.

"To my memory, the malfunctions have been not very often — I'd say very infrequently," said Mike McCormick, captain of the San Diego Fire Department's heavy technical rescue unit in the Gaslamp Quarter.

McCormick's unit was called as a precaution during the March 3 malfunction. The unit usually is not called on minor problems, though.

"They try to do whatever they can within their scope before we get called in," he explained.

Because Sea World is in the entertainment business, "bad news is bad for them, and they bend over backward to assist us," he said.

For the last eight years, the rescue unit has conducted annual training exercises at the Sky Tower. Firefighters climb a ladder inside the hollow tower to the machinery room and then rappel down to the top of the cabin on ropes.

In some of the exercises, they have trained Sea World employees who operate the ride to help in any rescue by strapping them into a harness and then rappelling the rest of the way down in tandem.

but you can't change the fact that

## From the Legal Beat

### Affectionate tone, Adams after getting 'a real divorce'

of Superior Court  
mer and former  
Adams appears to  
he more amicable  
led in San Diego

mer wrote to a  
officer a week  
d a request in  
eparation.

optical when  
orce from  
25, less than a  
al magistrate  
might be  
ying some of the

Some questioned why Adams was entitled to a lawyer paid for by taxpayers while he was living with his wealthy wife in a \$600,000 downtown condominium. Gamer earns more than \$107,000 a year as a Superior Court judge, and her recent financial disclosure form shows she owns about \$1 million in stocks, bonds and rental properties.

Adams, former judge James Malkus and attorney Patrick Frega were convicted of racketeering and mail fraud charges in October. Last month, Adams and Frega were sentenced to three years and five months in prison, while Malkus

Jerry Coughlan, more than \$100,000. One of Frega's three lawyers, C. Bradley Patton, sued Frega last month seeking \$141,246 in unpaid legal fees.

Adams and Gamer's divorce filing in April was a very public affair. Adams faxed a statement to the media saying the couple were devastated by what appeared to signal the end of their marriage of three years and eight months.

More quietly, Adams amended the court filing Jan. 3 to seek a legal separation instead of a divorce. His attorney, S. Michael Love, said separation and divorce are the same in terms of splitting up a couple's property, and legal separations often later turn into divorce.

Love said couples sometimes choose to get a legal separation

continued to wear their wedding rings, and walked to court hand-in-hand.

In a Dec. 27 letter to a probation officer seeking leniency for Adams, Gamer described her deep feelings for him.

"I write this letter to tell you about my husband and the man I love," she began. She said that Adams was working on a novel and had kept "to a writer's schedule" since he was removed from office by the state Supreme Court in July 1995.

"He has learned how to help with the cooking, cleaning and shopping, and he does those things well," Gamer wrote. "When I come home to lunch, there is always something on the table which is beautifully prepared."

At Adams' Feb. 5

File: Leases -  
Sea World

**THE COMMITTEE ON PUBLIC SAFETY AND NEIGHBORHOOD SERVICES  
OF THE CITY COUNCIL OF THE CITY OF SAN DIEGO**

**ACTIONS FOR  
WEDNESDAY, MARCH 5, 1997, AT 9:00 A.M.**

**COUNCIL COMMITTEE ROOM (12TH FLOOR), CITY ADMINISTRATION  
BUILDING  
202 C STREET, SAN DIEGO, CALIFORNIA**

(For information, contact Robert Tambuzi,  
Council Committee Consultant, 533-3982.)

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**PUBLIC COMMENT**

**ACTION:** None received.

**COUNCIL COMMUNICATION.** The Chair welcomed Councillor Henry Van Wyck from South Africa on behalf of the City of San Diego. Councillor Van Wyck is in San Diego to promote a public administrator exchange between South Africa and the City of San Diego.

**COUNCIL COMMUNICATION.** Councilmember Wear requested the City Manager to report back to the Public Safety and Neighborhood Services Committee on the accident which occurred at Sea World in the sky tower a few days ago. The report should include an update on the safety of the sky tower and a review of the emergency procedures.

**ITEM-1:** Report from the City Manager on the EVALUATION OF PROPOSALS FOR EMERGENCY MEDICAL SERVICES (EMS) AND MEDICAL TRANSPORTATION SERVICES.

(See CMR 97-33; CMR 97-31; Richard E. Wilken's February 19, 25, and 26, 1997, memos; Revised Procurement Schedule; Executive Summary)

**ACTIONS**  
**Committee on Public Safety & Neighborhood Services**  
**March 5, 1997**

-2-

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**ACTION:** Motion by Councilmember Wear, second by Councilmember McCarty, to accept the proposal of the Fire and Life Safety Services/Rural Metro as the provider for the Joint Procurement of the City's Emergency Medical Services and the Medical Transportation Services of the Participating Managed Care Organizations.

**VOTE:** 4-1; Stevens-yea, Wear-yea, Warden-nay, Stallings-yea,  
McCarty-yea

  
George Stevens  
Chair

**THE COMMITTEE ON PUBLIC SAFETY AND NEIGHBORHOOD SERVICES  
OF THE CITY COUNCIL OF THE CITY OF SAN DIEGO**

**ACTIONS FOR  
WEDNESDAY, FEBRUARY 26, 1997, AT 9:00 A.M.**

**COUNCIL COMMITTEE ROOM (12TH FLOOR), CITY ADMINISTRATION  
BUILDING  
202 C STREET, SAN DIEGO, CALIFORNIA**

(For information, contact Robert Tambuzi,  
Council Committee Consultant, 533-3982.)

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**PUBLIC COMMENT**

ACTION: None received.

**COUNCIL COMMUNICATION**

ACTION: None received.

ITEM-1: Status report from the Chief of Police on the PUBLIC PAY TELEPHONE  
REGULATIONS ORDINANCE.

(Continued from the meeting of February 12, 1997.)

(See Jerry Sanders' February 4, 1997, memo; San Diego Municipal Code  
Division 5)

ACTION: Motion by Councilmember Stallings, second by Councilmember  
Wear to accept the Police Chief's report and encourage staff to continue to gather  
information on the pay phone issue and to pursue Pacific Bell to provide  
information to the Police Chief on requests for new pay phone installations.  
Additionally, staff is to investigate the feasibility of amending the current ordinance  
to allow the Police Chief to remove illegally installed pay phones and receive  
reimbursement for the cost of removal, as well as look at amending the ordinance to  
compel Pacific Bell to comply with the City's public pay telephone regulations  
ordinance. The City Attorney is to look at the distance requirement for reactivating

**ACTIONS**  
**Committee on Public Safety & Neighborhood Services**  
**February 26, 1997**

- 2 -

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new phones. The Police Chief will continue to meet with key stakeholders. Staff is to return to the Committee with the updated information.

VOTE: 4-0; Stevens-yea, Wear-yea, Warden-not present,  
Stallings-yea, McCarty-yea

ITEM-2: Annual report from the CHILD CARE COORDINATOR.

(See CMR 97-28)

ACTION: Motion by Councilmember McCarty, second by Councilmember Stallings to accept the Child Care Coordinator's report. Additionally, staff is to pursue a Child Care Community Block Grant proposal, do an analysis of potential child care sites, develop funding strategies, and look into the possibility of welfare mothers providing quality child care in their homes. The Child Care Coordinator is to report back to the Committee in 90 days.

VOTE: 4-0; Stevens-yea, Wear-yea, Warden-not present,  
Stallings-yea, McCarty-yea

ITEM-3: Report from the City Manager on the DISPARITY STUDY (PREDICATE STUDY).

(See CMR 97-29; City Attorney Opinion Number 96-2; City Attorney's February 13, 1997, memo and report; Penny Culbreth-Graft's February 14, 1997, memo; May 5, 1995, draft MBE/WBE Predicate Study Report)

ACTION: Motion by Councilmember Stallings, second by Councilmember Wear to accept the City Manager's recommendations and to direct the City Attorney to inform the City Manager as to what data needs to be gathered to develop a "legally defensible" program geared to eliminate discrimination in City contracting and to use monies remaining from the original contract to fund public hearings on this issue. Staff was also directed to provide a comparison between the City's current plan and information contained in the Predicate Study. Additionally, staff is to include statistical data since the enjoining of the City of San Diego's Equal Opportunity Contracting Program in the report.

**ACTIONS**  
**Committee on Public Safety & Neighborhood Services**  
**February 26, 1997**  
**- 3 -**

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VOTE: 4-0; Stevens-yea, Wear-yea, Warden-not present,  
Stallings-yea, McCarty-yea

  
George Stevens  
Chair

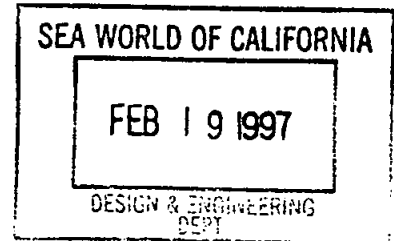
**CALIFORNIA COASTAL COMMISSION**

SAN DIEGO AREA  
3111 CAMINO DEL RIO NORTH, SUITE 200  
SAN DIEGO, CA 92108-1725  
(619) 521-8036



February 19, 1997

Sea World of California  
Patrick Owen, Vice President  
Design & Engineering  
1720 South Shores Road  
San Diego, California 92109



Re: 1997 Capital Improvement Projects

Dear Mr. Owen:

I have reviewed the 1997 capital improvements included in your letter of January 23rd. Rather than restating all the projects, I am attaching a copy of your list for reference. You have correctly identified all the projects listed as repair and maintenance items in Section 1 as being exempt from coastal development permit requirements. I believe most, and possibly all, of the items listed in Section 2 as minor construction projects, are also exempt, since they are improvements to existing structures and will not result in a greater than 10% increase in size or height of the affected structure. The two possible exceptions are items 2.8 and 2.9, which are identified as handicapped seating upgrades for the Dolphin and Sea Lion stadiums. Will either of these projects result in additional stadium seating overall, or are you just converting existing seat area to accommodate handicapped persons?

Section 3 itemizes four construction projects, which you identify as requiring a coastal development permit. I believe this is a correct assessment, although some portions of the proposed projects may be exempt, such as the pond replacement described in Item 3.4. If you are replacing the ponds in kind (i.e., same location, materials and size), a coastal development permit would not be required. However, since portions of each item require a permit, it is probably easier to just submit a permit application for the entire project.

If you do not have any coastal development permit applications, please call the number listed above and we will send one to you. Please call me if you have any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Ellen Lirley".

Ellen Lirley  
Coastal Planner

**From:** Linda Fierro  
**To:** ewc, jbv, mhs  
**Subject:** 2-11-97 Update - Sea World

I called Dick Burt today for an update on the preparation of the new Sea World lease. He said the change in General Mgrs has set him back, but he met with Mike Cross and the new General Manager, Bill Davis, just this morning regarding this matter. He has another meeting with Bill Davis on March 6. (Davis officially starts on March 3.) Burt is preparing a history on the issue & and an outline of the new lease agreement for Davis. Burt has prepared a draft new lease (not an amendment), which the people in St. Louis have already reviewed. I'll put this on my calendar for the latter part of March.

I also called Sea World's Environmental Coordinator for an update on the environmental studies. Their consultant recently completed drilling and monitoring of underground water wells. They are currently assimilating and interpreting the results of the monitoring. The Coordinator expects a report from the consultant within a month.

2 last things, and FYI only, I was talking to the E&D Director at S.W. today and he said their Headquarters had recently shuffled all the General Managers around to different park locations. The Florida S.W. is their cash cow and they are watching Disney who will soon open new exhibits with live animals. Universal Studios is also opening a new park in Florida.

The E&D Director asked whether a new EIR would be required for the new lease/lease amendment. I called Environmental and Paul Hellman said they typically only look at the changes since the last EIR (in 1984). I asked if that is the case even if we prepare a completely new lease agreement and he said yes, look at the changes only (i.e. new development on 16.5 acres). He said an Addendum or Supplemental EIR is likely. (This is a little different than the last time I posed this question to Environmental staff a couple of years ago.)

Flu 3-24-97: Status of  
Burt's proposed lease  
& environmental review.  
Lmf



January 28, 1997

Linda M. Fierro  
Property Agent, City of San Diego  
Property Department, Mail Station 51-A  
1200 Third Avenue, Suite 1700  
San Diego, CA 92101-4199

Re: Annual Education Program Report

Dear Ms. Fierro:

Pursuant to Article XXXVIII of our lease agreement, City Clerk Document No. 762304, below is the audit report of our educational program for calendar year January 1, 1996 to December 31, 1996 (000 omitted).

Attendance: 119,059

Income (Admission): \$1,005,693

Expenses:

|                        |                 |
|------------------------|-----------------|
| Payroll                | \$1,243,556     |
| Supplies & Other Misc. | 387,283         |
| Total Expenses:        | <hr/> 1,630,839 |
| Program Profit <Loss>: | <hr/> <625,146> |

If you have any questions or concerns regarding the report, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Cherry Ray Dimeff".

Cherry Ray Dimeff  
Vice President, Finance

cc: Mike Cross  
Jim Antrim  
Joy Wolf

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



Busch Entertainment  
Corporation  
ONE OF THE ANHEUSER-BUSCH COMPANIES

RECEIVED  
FEB 03 1997  
REALESTATEASSETS

File: leases - Sea World, Inc. / 02

RECEIVED  
JAN 23 1997  
REALESTATEASSETS

MEMORANDUM

RECEIVED

JAN 21 1997

Real Estate Assets Director

pl send  
copy to Jane  
Vickers

put in  
Vickers file.

**TO:** Bob Collins  
Director  
Real Estate Assets Department  
City of San Diego

**FROM:** Mike Cross

**DATE:** January 20, 1997

**RE:** Sea World Management Change

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The attached press announcement was released today.

|                                     |                |
|-------------------------------------|----------------|
| CITY OF SAN DIEGO                   |                |
| REAL ESTATE ASSETS DEPT.            |                |
| <input type="checkbox"/>            | DIRECTOR       |
| <input type="checkbox"/>            | DEPUTY MANAGER |
| <input checked="" type="checkbox"/> | FILE COPY      |
| <input type="checkbox"/>            | CHRON COPY     |
| <input type="checkbox"/>            | ORIGINATOR     |

December 20, 1996

File: Leases - Sea World, Inc./02

Ms. Cherry Ray Dimeff  
Sea World, Inc.  
1720 South Shores Road  
San Diego, CA 92109

Dear Ms. Dimeff:

Re: Annual Educational Program Report

Pursuant to Article XXXVIII, EDUCATIONAL PROGRAM, of the Lease Agreement between the City of San Diego and Sea World, Inc. (see enclosed), please provide the 1996 audit indicating the number of students participating in the educational program, the total cost of the program and a statement of total income received from program admission fees. Please submit the report to this office no later than March 1, 1997.

Should you have any questions, please call me at 236-6985.

Sincerely,

Linda M. Fierro, Property Agent  
Assets Management Division

Enclosure

H:\WPWDATA\EDUCATIO.WPD

282  
All asterisked fields must have data entered. Others optional.

PROPERTY MANAGEMENT  
Job Assignment Sheet

\*Job No.: 220389 036 \*Agent: LME

\*Date Assigned: 7-12-96 Date Due: \_\_\_\_\_

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP;  
Other = OT \_\_\_\_\_ (20)

\*Client: Sea World (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Southwest Airlines Instit. Advert. (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: Mission Bay (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2005

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agnt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: \_\_\_\_\_

Comments: (8-5-96) Prepared Consent to sponsorship agreement

(8-6-96) Agreement to MLC for review

Agents Log: (8-8-96) Agreement to City Attorney for review

(8-12-96) Received approval and signed City's Consent

(12-20-96) Received consent signed by Sea World

\*Job Completion Date: 12-20-96

\*Status: SD = Complete  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No x

\*File: Leases Sea World, Inc, /02 (50)

Data Entry: 12/23/96 Sat MLB  
(Date) (By) Supervisor's Signature

(CWG: 3-25-91)

Barbara  
Stephens  
222-6363-313

*Sea World -  
m. Bay*

**From:** Linda Fierro  
**To:** ewc, jbv, mhs  
**Date:** 12/12/96 10:02am  
**Subject:** Sea World - 12/12/96 Update

Sea World's attorney (Dick Burt) and I have been trading voice mail messages. Dick has prepared a "rough draft" lease (or lease amendment--I'm not sure which). He will be going over the agreement with Mike Cross within the next few weeks, and Dick says we can expect to see it after the new year.

I spoke to my contact at Sea World (not Mike Cross) regarding the environment testing of the So. Shores site. Their consultant has prepared a draft report for the Phase I work (reviewing existing drawings/information), which Sea World staff is reviewing.

That's it for now!

PRC  
All asterisked fields  
must have data entered.  
Others optional.

PROPERTY MANAGEMENT  
Job Assignment Sheet

\*Job No.: 220389 037 \*Agent: LHF

\*Date Assigned: 7-12-96 Date Due: \_\_\_\_\_

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP;  
Other = OT \_\_\_\_\_ (20)

\*Client: SeaWorld (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Alamo Rent A Car Instit. Advert. (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: Mission Bay (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2005

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: \_\_\_\_\_

Comments: (8-5-96) Prepared consent to sponsorship agreement

(8-6-96) Give it for review to MLC

Agents (8-8-96) Send it to City Attorney for review

Log: (8-12-96) Received approved and signed City's consent

(8-13-96) Sent City's consent to Sea World

(11-13-96) Received signed consent from Lessee

\*Job Completion Date: 11-13-96

\*Status: S1 = Complete  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No X

\*File: LS: SEA World (50)

Data Entry: 11/14/96 MLC  
(Date) (By) Supervisor's Signature

(CWG: 3-25-91)

RFV  
All asterisked fields  
must have data entered.  
Others optional

PROPERTY MANAGEMENT  
Job Assignment Sheet

\*Job No.: 220389  
220563 035 \*Agent: LMF

\*Date Assigned: 7-12-96 Date Due: \_\_\_\_\_

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP;  
Other = OT \_\_\_\_\_ (20)

\*Client: Sea World (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Wellcraft Institutional Advertising (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: Mission Bay (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2005

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agnt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: \_\_\_\_\_

Comments: 8-5-96 Prepared consent to amendment

8-6-96 Send for review to MLC

Agents Log: 8-8-96 Send for review to City Attorney

8-12-96 Received approved and signed consent.

8-13-96 Send City's consent to Sea World

11-13-96 Received signed consent from Sea World

\*Job Completion Date: 11-13-96 \*Status: S1 = Complete  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No X

\*File: LS: Sea World (50)

Data Entry: 11/14/96 [Signature] MLC  
(Date) (By) Supervisor's Signature

(CWG: 3-25-91)

**From:** Linda Fierro  
**To:** ewc, jbv, mhs  
**Subject:** 11/8/96 Status - Sea World

I spoke to Mike Cross this morning. He says he expects a report on Monday on the environmental testing. At that point he & his staff will determine whether "drilling" is required. He says they'll probably decide not to drill and then the environmental testing will be complete.

Mike said that Dick Bert had been out of the country for a month and then sick for a month, so they haven't been in contact. He would like to begin discussions and get most of the deal done by the end of the year.

We left it at his calling me after reviewing the environmental report next week.

|                                     |                |
|-------------------------------------|----------------|
| CITY OF SAN DIEGO                   |                |
| REAL ESTATE ASSETS DEPT.            |                |
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| <input type="checkbox"/>            | DEPUTY MANAGER |
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| <input type="checkbox"/>            | CHRON COPY     |
| <input type="checkbox"/>            | ORIGINATOR     |

October 16, 1996

File: Leases-Sea World, Inc/02

Sea World, Inc.  
Attn. Barbara Stephen  
1720 South Shore Rd  
San Diego, CA 92109

Re: Consent to Agreement with Palomar Mountain Natural Artesian Spring Water

Dear Barbara,

Enclosed are two City's consent to Sea World's agreement with Palomar Mountain Natural Artesian Spring Water. Please sing both of them and return one for our records.

If you have any questions, please call me at 235-5248.

Sincerely,

v. B

Vladimir Balotsky, Property Agent  
Assets Management Division

H:\WPWDATA\SEAWORLD.AGR

File: Leases - Sea World, Inc.

October 3, 1996

|                          |                |
|--------------------------|----------------|
| CITY OF SAN DIEGO        |                |
| REAL ESTATE ASSETS DEPT. |                |
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| <input type="checkbox"/> | ORIGINATOR     |

C. Michael Cross, Executive Vice President  
Sea World of California  
1720 South Shores  
San Diego, CA 92109-7995

Re: Sublease Agreements

The Real Estate Assets Department has received a number of calls recently regarding sublease activities at Mission Bay marinas. The calls have related to dive boats, sportfishing and charter operations, and have ranged from inquiries about how to become a City sublessee, to reports of existing businesses operating without sublease agreements or City approval.

We would like to ensure that businesses operating on Mission Bay do so with the proper licenses, permits and insurance coverage. This protects not only the marinas and Mission Beach Lessees, but the City and citizens of San Diego. Therefore, we request your assistance in monitoring marina operations to ensure that only approved sublessees conduct business out of Mission Bay marinas.

We understand that monitoring and eliminating unapproved operations can be difficult. However, it is worth the effort considering the problems which could arise, for example, as a result of non-insured operations.

Thank you in advance for your cooperation. Please feel free to call me at (619) 236-6985 if you have any questions or to report any non approved activities.

Sincerely,



Linda M. Fierro, Property Agent  
Asset Management

LMF:dcj

cc: File



September 26, 1996

Ms Linda Fierro  
City of San Diego  
Real Estate Assets Dept,  
PO Box 2289  
San Diego, CA 92112-4165

Re: Palomar Mountain Water contract renewal.

Dear Ms Fierro,

Please find enclosed the Palomar Mountain Water agreement. Per our previous discussion, I have compared the current contract to the expired contract and noticed only two changes.

Under the Purchase of PM Products SWC will not be purchasing any ice products.

Under the Sponsorship Fee the annual amount paid by Palomar Mountain Water increased from \$25,000 to \$30,000.

I appreciate the waving of the contract approval fee. If you should have any questions, please call me at 619-226-3813.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Stephens".

Barbara Stephens *Stewens*  
Accounting Manager  
Sea World of CA

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363 x 313



**Busch Entertainment  
Corporation**

ONE OF THE ANHEUSER-BUSCH COMPANIES

**CITY OF SAN DIEGO  
REAL ESTATE ASSETS DEPARTMENT  
MEMORANDUM**

**FILE NO.:** Leases - Sea World, Inc.  
**DATE:** September 11, 1996  
**TO:** File  
**FROM:** Linda M. Fierro  
**SUBJECT:** Status of Environmental Testing - So. Shores Commercial Parcel - Right of Entry Permit/Sea World

---

Spoke to Kevin Carr 9/10/96 for an update on the testing.

Phase I (Document Research) is expected to be completed by September 20. Findings are due October 4.

Initial Phase II (Drilling) is expected to begin the week of October 7. Permits from the County Dept. of Health are required for drilling. Preliminary findings are due Oct. 23. Draft phase II report due approx. 11/11; final report approx. 11/18.

Sea World's environmental consultant is working very closely with George Morton, the City's environmental person.

*Lmf*

Linda M. Fierro, Property Agent  
Asset Management and Marketing Division

LMF:lmf

MEETING THE MISSION BAY PARK COMMITTEE  
PUBLIC NOTICE AND AGENDA  
CITY OF SAN DIEGO  
PARK AND RECREATION BOARD

Tuesday, August 6, 1996, 6:00 p.m.

Marina Village  
Building D, Room 1  
San Diego, CA 92109

CALL TO ORDER

APPROVAL OF MINUTES OF JULY 2, 1996 MEETING

COMMUNICATIONS (Limited to items not on the Agenda. Each will be limited to five (5) minutes and is not debatable.)

CHAIRPERSON'S REPORT

STAFF REPORT

CONTINUANCES

ACTION ITEMS

Consent (The Consent Agenda will be acted upon as a whole, with little or no discussion. Any one member of the Committee may move a Consent Item to Adoption.)

None.

Adoption (Each Adoption Item requires individual action.)

201. Midway Drive Bridge Widening over the San Diego River (Paul Toomey)  
(Report to be handed out at meeting).

INFORMATION

None.

WORKSHOP

None.

ADJOURNMENT

Notice of Next Regular Meeting: Tuesday, September 3, 1996, 6:00 p.m.  
Location to be announced.

This information will be made available in alternative formats upon request. To request an Agenda in an alternative format, or to request a sign language or oral interpreter for the meeting, call Staff Representative, Michael J. Behan, at 221-8912, at least five (5) working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available for the meeting upon request.

Please Note: If there are any questions regarding this Agenda, please contact the Staff Representative, Michael J. Behan, at 221-8912.

F/u 8/5



THE CITY OF

# SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 357A  
CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700  
SAN DIEGO, CALIFORNIA 92101-4199

TELEPHONE: (619) 236-6020  
FAX: (619) 236-6706

|                                     |                |
|-------------------------------------|----------------|
| CITY OF SAN DIEGO                   |                |
| REAL ESTATE ASSETS DEPT.            |                |
| <input type="checkbox"/>            | DIRECTOR       |
| <input type="checkbox"/>            | DEPUTY MANAGER |
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| <input type="checkbox"/>            | CHRON. COPY    |
| <input type="checkbox"/>            | ORIGINATOR     |

July 19, 1996

File: Leases - Sea World, Inc.

Barbara Stephens, Accounting Manager  
Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995

RE: Wells Fargo Agreement

Dear Ms. Stephens:

Attached are two original consent forms for the Wells Fargo agreement. Use of the Sea World premises for installation of "ATM's" was previously approved at the "other approved uses" percentage rent category of 7%. This rental rate is specified on the attached consent form. Please have the form signed by an authorized individual and return one original consent form to my attention.

Please feel free to contact me at 236-6985 should you wish to discuss this matter further.

Sincerely,

Linda M. Fierro, Property Agent  
Asset Management and Marketing Section

LMF:lmf

Attachments



DIVERSITY  
BRINGS US ALL TOGETHER



# Sea World

of California

July 16, 1996

Ms Linda Fierro  
City of San Diego  
Real Estate Assets Dept.  
PO Box 2289  
San Diego, CA 92112-4165

Dear Ms Fierro,

Enclosed is the agreement for Correct Craft submitted to the city for approval. Please provide me with the reportable value of this institutional advertiser.

If you should have any questions please contact me at 619-226-3813.

Sincerely,

Barbara Stephens  
Accounting Manager  
Sea World of CA

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



**Busch Entertainment  
Corporation**

ONE OF THE ANHEUSER-BUSCH COMPANIES



**Sea World**  
of California

July 11, 1996

Mike Cross  
Executive Vice President  
General Manager

Jack McGrory, City Manager  
City of San Diego  
202 C Street  
San Diego, California 92101

*Call me?  
McGrory  
LSP*

RECEIVED  
JUL 12 1996  
CITY MANAGER

Dear Mr. McGrory:

During Council discussion on the vote to allow Sea World to add approximately 16.5 acres of "commercial designation" Mission Bay Park land to its leasehold, Councilpersons Wear and Stallings requested additional information regarding any potential "environmental runoff" issues involving this 16.5 acres.

The attached statement of Sea World's environmental programs related to runoff issues addresses not only the 16.5 acres but other environmental programs designed to positively impact the quality of water in Mission Bay . . . implemented by Sea World since its purchase by Anheuser-Busch Companies, Inc. in late 1989.

I believe the statement addresses the concerns as I understood them. Sea World management is always willing to address any issues of concern with the Mayor, members of Council or Staff.

Sincerely,

Mike Cross  
General Manager

Attachment

Letter to: Susan Golding, Mayor  
Councilwoman Christine Kehoe  
Councilman Harry Mathis  
Councilwoman Judy McCarty  
Councilwoman Valerie Stallings  
Councilman George Stevens  
Councilman Juan Vargas  
Councilwoman Barbara Warden  
Councilman Byron Wear

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
Tel: (619) 226-3802  
Fax: (619) 226-3933



**Busch Entertainment**  
**Corporation**  
ONE OF THE ANHEUSER-BUSCH COMPANIES



Atlanta 1996

Official Theme Park Sponsor  
of the 1996 Olympic Games

## SEA WORLD OF CALIFORNIA / ENVIRONMENTAL PROGRAMS

Sea World operates under the regulatory jurisdiction of several governing bodies:

1. Sea World operates under a general discharge permit regulated by the City that prohibits stormwater discharges adversely affecting human health or the environment.
2. We hold a National Pollutant Discharge Elimination Systems (NPDES) permit regulated by the Regional Water Quality Control Board. This permit regulates discharges which originate on Sea World property and includes storm water events and non-industrial wastewater from exhibits and general maintenance operations, i.e., washdown. This permit requires Sea World to implement a site-specific storm water management program and to initiate a storm water monitoring program (both of which are actively in place).
3. We have a Spill Prevention Control and Countermeasure program, regulated by the Environmental Protection Agency. This program initiates site-specific spill containment and spill cleanup procedures as well as methods of secondary containment. As a part of this program Sea World maintains a Spill Response System, which includes response training, specialized equipment (including spill cleanup kits), site security and follow-up inspection.

Additionally, we also implement a storm water pollution prevention plan, which includes steps that address the specific issue of runoff into storm drains. Although not required for a facility of our type, we have adopted this preventative measure as a good management practice to eliminate the potential of pollution entering the storm drains. This program includes training of security and parking lot operational personnel to identify motor oil spills in the parking lots and training of maintenance personnel in proper cleanup procedures. Also, construction activities are closely monitored to help prevent any unwanted or undesirable discharges from occurring.

Prior to the acquisition of Sea World by Anheuser-Busch in late 1989, 80% of the park's runoff was routed directly into Mission Bay. To correct this environmental problem Sea World built two on-site wastewater treatment plants at a cost exceeding \$2 million. Today 80% of the park's runoff is diverted to these wastewater treatment plants.

SEA WORLD OF CALIFORNIA / ENVIRONMENTAL PROGRAMS  
Page 2

We plan to capture the remaining 20% of the park's runoff with a diverter project scheduled to be on-line by the end of 1996. In addition to virtually eliminating park runoff into the bay without treatment, this project will also capture a significant portion of Sea World's East Parking Area runoff, including low flows and dry season flows, and continuously during a storm event. This diverter is also designed to handle the runoff from the 16.5 acre parcel that will be added to Sea World's leasehold for future exhibit development and some additional parking.

Sea World's West Parking Area (consisting of 42.47 acres, 53.5% of our total parking) is drained into a recently completed City of San Diego storm water intercept system which is designed to capture low flows and dry season flows and the first five minutes of a storm event.

Sea World continues to exceed all regulatory requirements and proactively addresses the issue of preventing the potential contamination of bay waters through active management practices. We believe Sea World could and should, perhaps, be used as a model for how to proactively maintain the integrity of our bay waters.

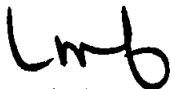
**CITY OF SAN DIEGO  
REAL ESTATE ASSETS DEPARTMENT  
MEMORANDUM**

**FILE NO.:** Sea World  
**DATE:** July 10, 1996  
**TO:** File  
**FROM:** Linda M. Fierro  
**SUBJECT:** Status of Negotiations

---

Per direction from Bob Collins and Chuck Gaines, I called and spoke to both Michael Cross and Dick Bert. I told them that during the right of entry term (the next 3 months) we were going to work on other projects and not begin negotiations on the 16.5 acre parcel until then. Mike Cross said that was fine and Dick Bert said he would prepare some information for our review during that time.

Set-up a tickler for expiration of the permit. Follow up then.



Linda M. Fierro, Property Agent  
Asset Management and Marketing Division

LMF:lmf

**CITY OF SAN DIEGO  
REAL ESTATE ASSETS DEPARTMENT  
MEMORANDUM**

**FILE NO.:**

**DATE:** July 3, 1996

**TO:** Robert Collins, Real Estate Assets Manager

**FROM:** Ron Redon, Property Agent

**SUBJECT:** "Hubbs" Sublease

|                                               |                |
|-----------------------------------------------|----------------|
| CITY OF SAN DIEGO<br>REAL ESTATE ASSETS DEPT. |                |
| <input type="checkbox"/>                      | DIRECTOR       |
| <input type="checkbox"/>                      | DEPUTY MANAGER |
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| <input type="checkbox"/>                      | ORIGINATOR     |

Hubbs is a sublease of Sea World and located at the old Atlantis Restaurant site. The lease expires on December 31, 2023 and no rent is due for the entire term. This user has spent a considerable amount of money in improvements and alterations to the property at their expense. There are no cancellations provisions in the Sublease or Master lease that would allow for early termination. The following is the permitted use of the premises:

**Tenant shall occupy and use the APTM premises only for the purpose of engaging in oceanographic and coastal research and development activities for public good, including the benefit of Mission Bay Park and City tidelands, and for no other use or purpose whatsoever.**

This is the organizations that rescues beached animals, it would be very difficult to convince the community to support a restaurant in its place.

Please let me know if there are any questions.

Ron Redon, Property Agent  
Asset Management

RGR/dcj

I:\WPO\1996\REDON\M-HUBB.WPD

MEETING OF THE **MISSION BAY PARK COMMITTEE**  
PUBLIC NOTICE AND AGENDA  
CITY OF SAN DIEGO  
PARK AND RECREATION BOARD

LINDA FIERRO  
MS 51A

Tuesday, July 2, 1996, 6:00 p.m.

*Helen Duffy,  
Chair*

Mission Bay Yacht Club  
El Carmel Point  
San Diego, CA 92109

CALL TO ORDER

APPROVAL OF MINUTES OF MAY 7, 1996 MEETING

COMMUNICATIONS (Limited to items not on the Agenda. Each will be limited to five (5) minutes and is not debatable.)

CHAIRPERSON'S REPORT

STAFF REPORT

CONTINUANCES

ACTION ITEMS

Consent (The Consent Agenda will be acted upon as a whole, with little or no discussion. Any one member of the Committee may move a Consent Item to Adoption.)

None.

Adoption (Each Adoption Item requires individual action.)

201. Midway Drive Bridge Widening over the San Diego River (Paul Twomey)

INFORMATION

301. Exhibit construction - Sea World (Linda Fierro)

WORKSHOP

None.

ADJOURNMENT

Notice of Next Regular Meeting: Tuesday, August 6, 1996, 6:00 p.m.  
Location to be announced.

This information will be made available in alternative formats upon request. To request an Agenda in an alternative format, or to request a sign language or oral interpreter for the meeting, call Staff Representative, Michael J. Behan, at 221-8912, at least five (5) working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available for the meeting upon request.

Please Note: If there are any questions regarding this Agenda, please contact the Staff Representative, Michael J. Behan, at 221-8912.

mbpc0702.age

**MINUTES**  
CITY OF SAN DIEGO  
PARK AND RECREATION BOARD  
MISSION BAY PARK COMMITTEE

July 2, 1996

**Meeting Held At :**

Mission Bay Yacht Club  
El Carmel Place  
San Diego, CA 92109

**Mailing Address Is:**

Park & Recreation/Coastline Parks  
Attn: Mike Behan, Staff Rep.  
2581 Quivira Ct.  
San Diego, CA 92109

**ATTENDANCE**

**Present :**

Helen Duffy, Chairperson  
Don Hall  
Ted Jardine  
Val Kraft  
James Moore  
Sam Parisa  
Don Peterson  
John Ready  
Judy Swink

**Excused :**

Marie Robinson-Ching

**Absent**

R. Michael Ryan  
Daniel Fox

**Staff:**

Michael J. Behan, Mission Bay Park District Manager  
John Leppert, Assistant to the City Manager

**CALL TO ORDER**

Chairperson Helen Duffy called the meeting to order at 6:05 p.m.

**APPROVAL OF THE MINUTES**

**TED JARDINE MOVED TO APPROVE THE MINUTES OF THE MAY 7, 1996 REGULAR MEETING. SAM PARISA SECONDED THE MOTION WHICH PASSED UNANIMOUSLY 8-0.**

Hall - Yea; Jardine - Yea; Kraft - Yea; Moore - Yea; Parisa - Yea; Peterson - Yea; Ready - Yea; Swink - Yea;

**REQUEST FOR CONTINUANCE**

None

## COMMUNICATIONS

- Al Strohlein addressed the Committee on Sea World's latest request to the City for an additional 16.5 acres at South Shores Park. Mr. Strohlein read an open letter addressed to the Chair and Committee members. In the letter he discussed what he believes is the value of the land versus what the City will be getting from Sea World.
- Scott Andrews, from the Friends of Bahia Point, stated that he was upset with the Committee and the City because "they" have decided to give away Bahia Point Park and a portion of South Shores Park. He believes that the City and Committee give exclusive deals to corporations and that the City does not seek fair bids for the use of public land.
- Harvey Cassriel, President of the Sail Bay Association, asked the Committee to look into trying to resolve skateboard issues at the nodes on Sail Bay. He requests that the Police Department issue citations to "boarders," who use the node seating for doing tricks. He maintains that this is destruction of public property and the "boarders" should be treated as vandals. He also said he had a few suggestions as to ways to stop the destruction of public property. Chairperson Duffy asked Mr. Cassriel to send those ideas to Mr. Behan.
- Dave Andrews told the Committee about his idea for using house boats and small yachts for a "bread and breakfast operation." Chairperson Duffy directed the information he presented to staff for appropriate action.
- Committee member John Ready objected to a private concert operation on Hospitality Point. He stressed that the Committee's support for the use of the point for concerts was based on the operator being the San Diego Symphony, not Bill Silva Presents. Committee member Jardine stated that he was very opposed to the Silva concerts on Hospitality Point.

REFERRAL - Chairperson Duffy asked staff to bring back to the committee any proposed extensions to the 1996 Agreement with Bill Silva Presents.

- Committee member Sam Parisa mentioned that the RNC was looking for drivers for VIP's. He passed out a name and phone number to those that were interested.

## CHAIRPERSON'S REPORT

Chairperson Duffy told the Committee about the budget hearings and how smoothly they went. She then announced that the Mission Beach Town Council would be meeting July 10, 1996 at 7:00 p.m. to discuss Bahia Point, traffic and congestion issues, tram issues as talked about in the master plan. She introduced Linda Fierro who in turn introduced Chuck Grimes the new Deputy Director for Real Estate Assets. Helen then told about her trip to visit the Extreme Games in Rhode Island. She expects that they will put on their 1997 event in Mission Bay Park and the surrounding area. She stated that the event appeared to be professionally run and looks forward to their future visits to the Mission Beach Town Council and Mission Bay Park Committee to talk about the event.

## STAFF REPORT

Mission Bay Park Manager, Michael Behan, gave an overview of the following issues:

- South Shores Park is now open for general use. To date, it's not very busy but it is expected to pick up during the summer.

- Mr. Behan received two letters in regards to the time of the boat ramp operation at South Shores: one from Boating and Waterways and the other from the designer of the park, Roger DeWeese. Staff is discussing the issue with Lifeguard Services Division and should have some resolve by the next meeting.
- The walkway around Crown Point to Rivera Shores is now fully open. Some railings still need to be put into place but the walkway is being used. Staff has received a few calls about high speed bikes and skaters and is looking into resolves.
- The World's Largest Sand Sculpture planned for Fiesta Island has canceled this year and plans to come back next year. They have a few permit problems.
- GTE Summer concert series: staff passed out a schedule as it exists today. The only change is that Patti LaBelle has rescheduled for July 29, 1996.

REFERRAL - Chairperson Duffy asked staff to bring back to the Committee any future requests to use Hospitality Point for concert series.

Assistant to the City Manager John Leppert told the committee that a skateboard park was being planned for San Diego and hopefully it will alleviate some of the existing skate boarder issues. He then talked about the pending construction for the Quivira Basin breakwater and how the bids were proceeding.

San Diego Police Sergeant, Mike O'Neil, explained that he was not only responsible for the Harbor Unit this summer but has also been asked to take care of a fourth "Beach Team."

Tom Cleary from Council member Byron Wear's office shared the budget successes for this year: \$20,000 for the Mission Bay Park Endowment Fund, \$56,000 for the construction of a garage to park the Lifeguard's cliff rescue vehicle, \$56,000 for a program to increase the number of restroom cleaning and litter control after normal work hours.

## ACTION ITEMS

Consent (The Consent Agenda will be acted upon, as a whole, with little or no discussion. Any one member of the Committee may move a Consent Item to Adoption.)

None.

Adoption (Each Adoption Item requires individual action.)

### 201. Midway Drive Bridge Widening over the San Diego River

**SAM PARISA MOVED TO TABLE ACTION BY THIS COMMITTEE UNTIL WE HAVE ADDITIONAL INPUT/INFORMATION FROM THE AFFECTED AND APPROPRIATE PLANNING AND COMMUNITY GROUPS. THIS SHOULD BE BROUGHT BACK TO THE COMMITTEE AS EARLY AS POSSIBLE. THESE GROUPS WILL BE INFORMED THAT THE MISSION BAY PARK COMMITTEE NEXT MEETS ON AUGUST 6, 1996. DON PETERSON SECONDED THE MOTION WHICH PASSED 5-4.**

Hall - Nay; Jardine - Nay; Kraft - Yea; Moore - Nay; Parisa - Yea; Peterson - Yea; Ready - Nay; Swink - Yea; with Chairperson Duffy - Yea, breaking the 4-4 deadlock.

Chairperson Duffy stated that she would like input from the Pacific Beach, Mission Beach, Ocean Beach, Midway Planning Groups and Town Councils, as well as any other appropriate Community Groups. She asked Paul Toomey from Traffic Engineering to meet with the above listed groups, get their input and come back to the Mission Bay Park Committee at the August meeting.

### INFORMATION ITEMS

301. Real Estate Assets Department member Linda Fierro introduced Pat Owen from Sea World of San Diego who gave an overview of the new expansion to an existing exhibit on the property. It is called the Wild Arctic and will be a multi-species exhibit.

### WORKSHOP

None.

### ADJOURNMENT

The meeting was adjourned at 8:05 p.m.

Next regular meeting: Tuesday, August 6, 1996 6:00 p.m.  
Location to be announced.

Respectfully submitted,

MICHAEL J. BEHAN  
Staff Representative

MJB

LINDA FIERRO  
MS 51A

Preliminary Proposal  
for a Facility to Treat  
and Rehabilitate  
Oiled Wildlife



Sea World.

California Department  
of Fish and Game

Office of Oil Spill  
Prevention and  
Response

EXHIBIT D

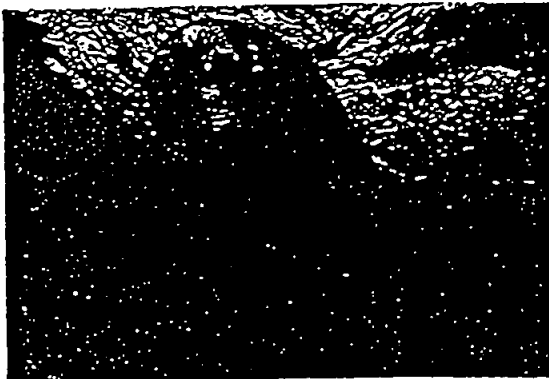
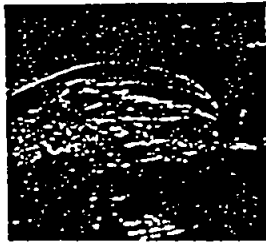


 Sea World has been an active participant in the California Marine Mammal Stranding Network since its inception in 1982. Hundreds of marine mammals and birds are rescued annually, treated and released back to the ocean by Sea World personnel. Current rehabilitation facilities are adequate to handle the typical number of stranded mammals and birds. However, in the event of a mass stranding or a coastal oil spill, Sea World's available rehabilitation space would be overtaxed and unable to handle the increased quantities of mammals and birds in need of treatment.

In order to properly care for the potential number of afflicted animals, the California Department of Fish and Game, Office of Oil Spill Prevention and Response (OSPR) is requesting that Sea World construct additional mammal rehabilitation facilities for otters, pinnipeds and cetaceans, and a quarantine / rehabilitation center for birds.

Sea World is willing to construct these facilities, subject to the availability of state funding and agreement with OSPR on the scope of this project.

Preliminary Proposal for a  
Multi-Use  
Marine  
Rehabilitation Pool

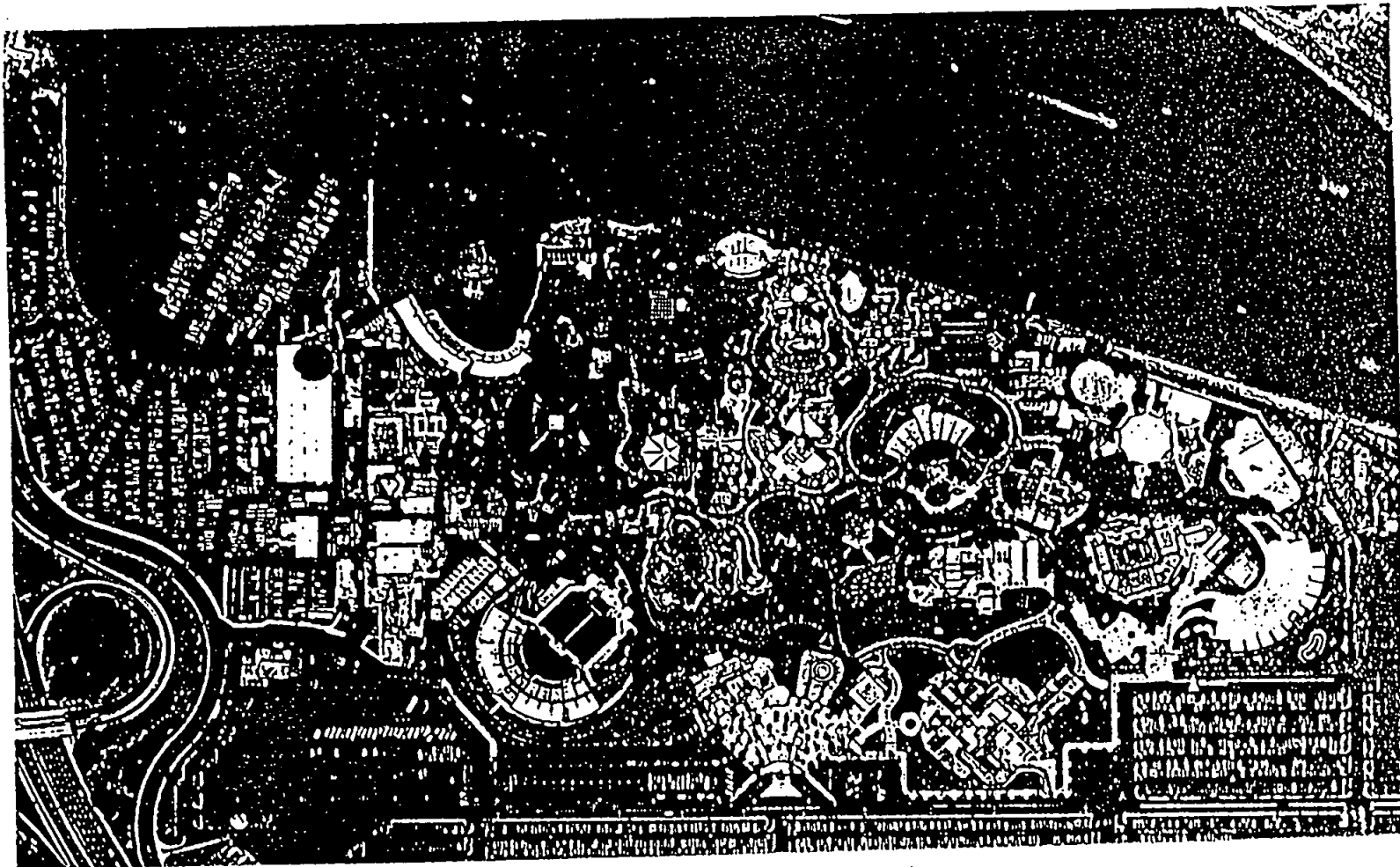


- 30,000 gallons of sea water. *MARINE TURTLES*
- Capacity to house up to 20 oiled otters or pinnipeds.
- Capacity to house up to 6 small cetaceans.
- Water system is separate from existing Sea World systems.
- Chilled water available for sea otters.
- Heated water available for neonate or debilitated cetaceans.
- 600 SF of dry resting area adjacent to pool.
- 600 SF containment area for portable sea otter pen pools.

## Preliminary Proposal for a Treatment and Recovery Facility for Birds



- Capacity to treat and house 200 oiled birds in a climate controlled environment.
- Provides for initial and ongoing veterinary exam and treatment.
- Oil recovery system meets all current environmental regulations.
- 16 indoor pens (4 Ft. x 8 Ft.) for housing following initial treatment, while thermoregulatory and waterproofing abilities are impaired.
- Two large outdoor pens with pools allow for full recovery and acclimation prior to release.
- Facility is self-contained, with its own food storage and food preparation areas.
- Lockers, bathroom and shower are provided for staff working with oiled birds.



● Tentative Site  
Marine Rehabilitation Pool

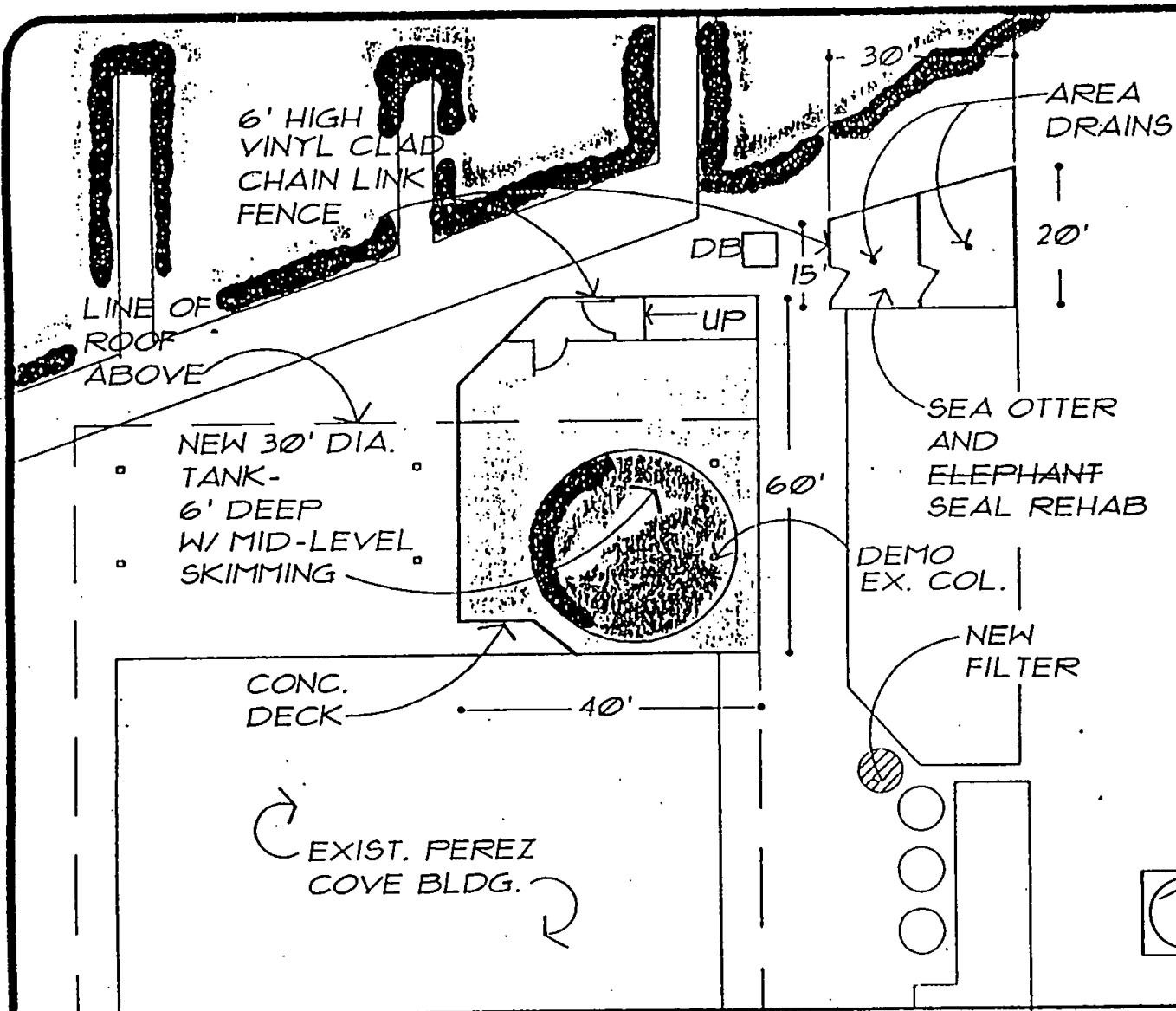
● Tentative Site  
Avian Care Center



Preliminary Proposal for  
Marine Rehabilitation Pool and  
Avian Care Center

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING



#### Sea Otter and Elephant Seal Rehabilitation

1. Provide irrigation sprayers and hose bibb at each pen.
2. Drain to existing diversion box (DB) which runs to waste water treatment facility.

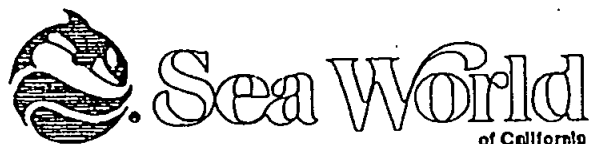
#### Multi-Purpose Marine Rehabilitation Pool

1. Provide 6" concrete curb at base of chain link fence, typical. All chain link fence support pieces are to be 3/16" aluminum.
2. Concrete deck to be finished with Sta-Crete over a light-broom finish.
3. Provide a 1000 lb. capacity swing arm boom with winch.
4. All items at pool are to be recessed.



**SITE MAP**

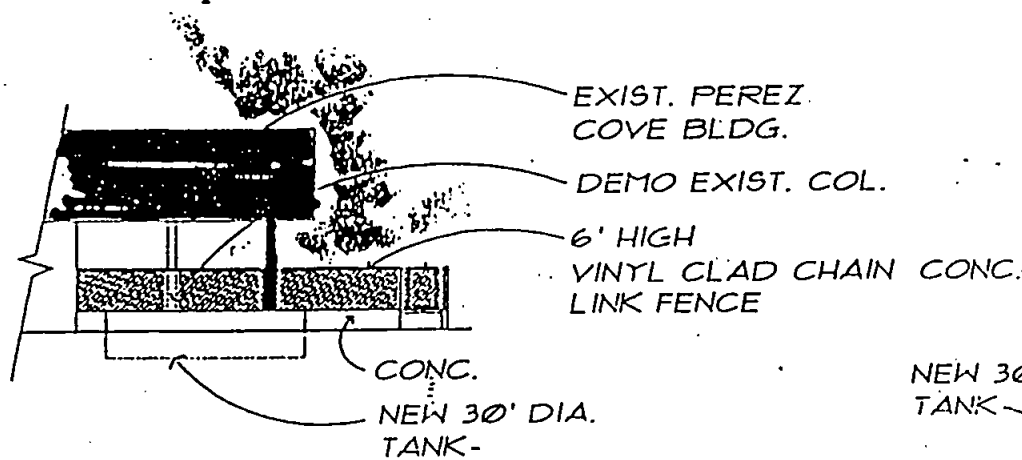
NO SCALE



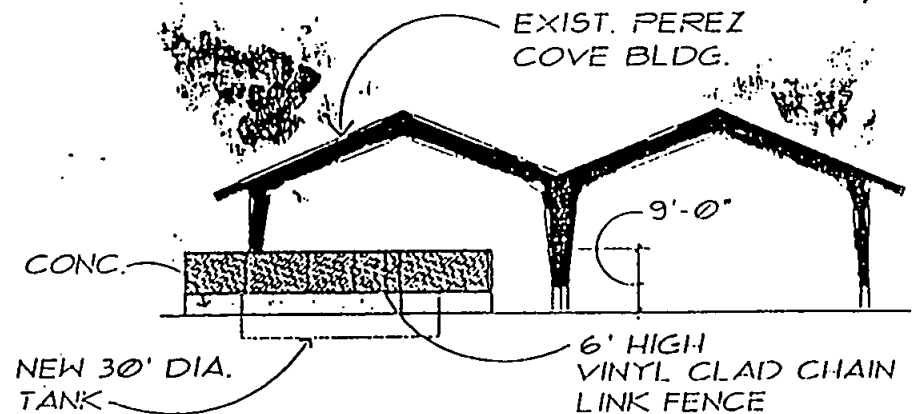
## Preliminary Proposal for a Marine Rehabilitation Pool

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING



WEST ELEVATION  
NO SCALE



NORTH ELEVATION  
NO SCALE

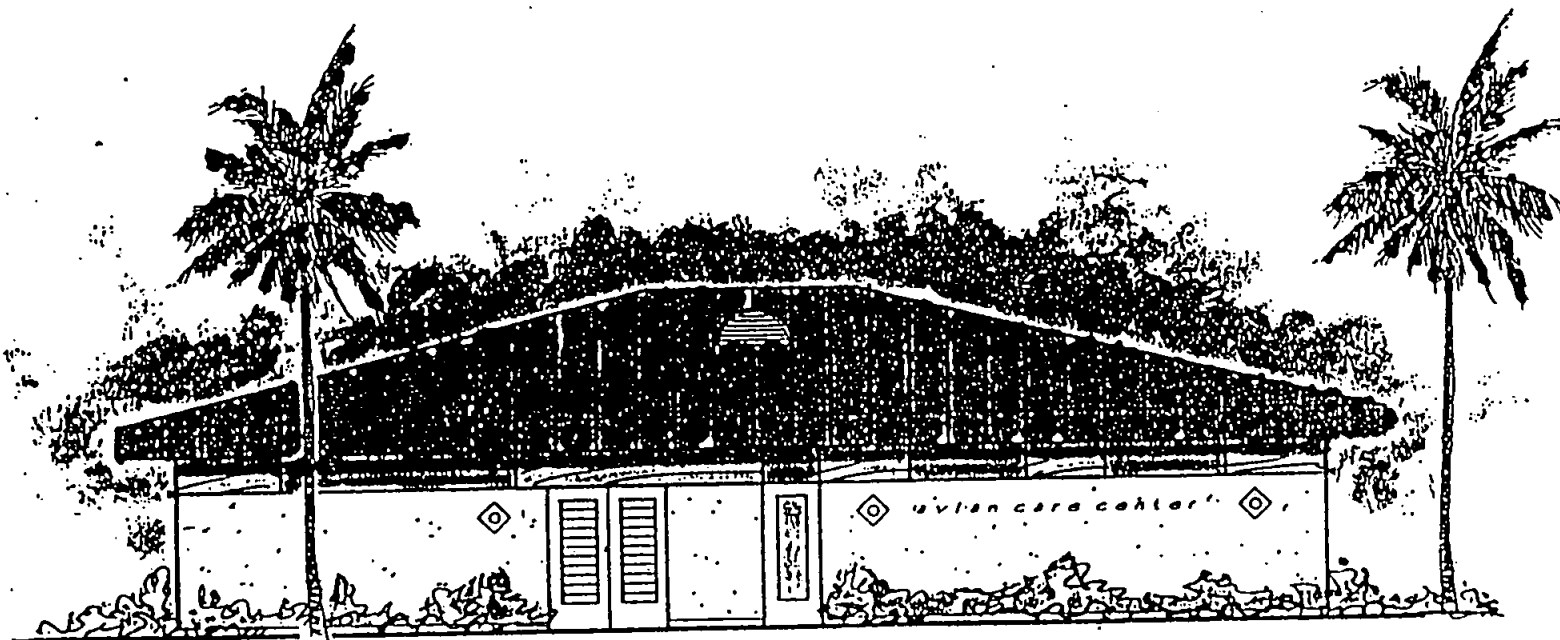


# Preliminary Proposal for a Marine Rehabilitation Pool

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING

gk designs  
ARCHITECTURE AND PLANNING



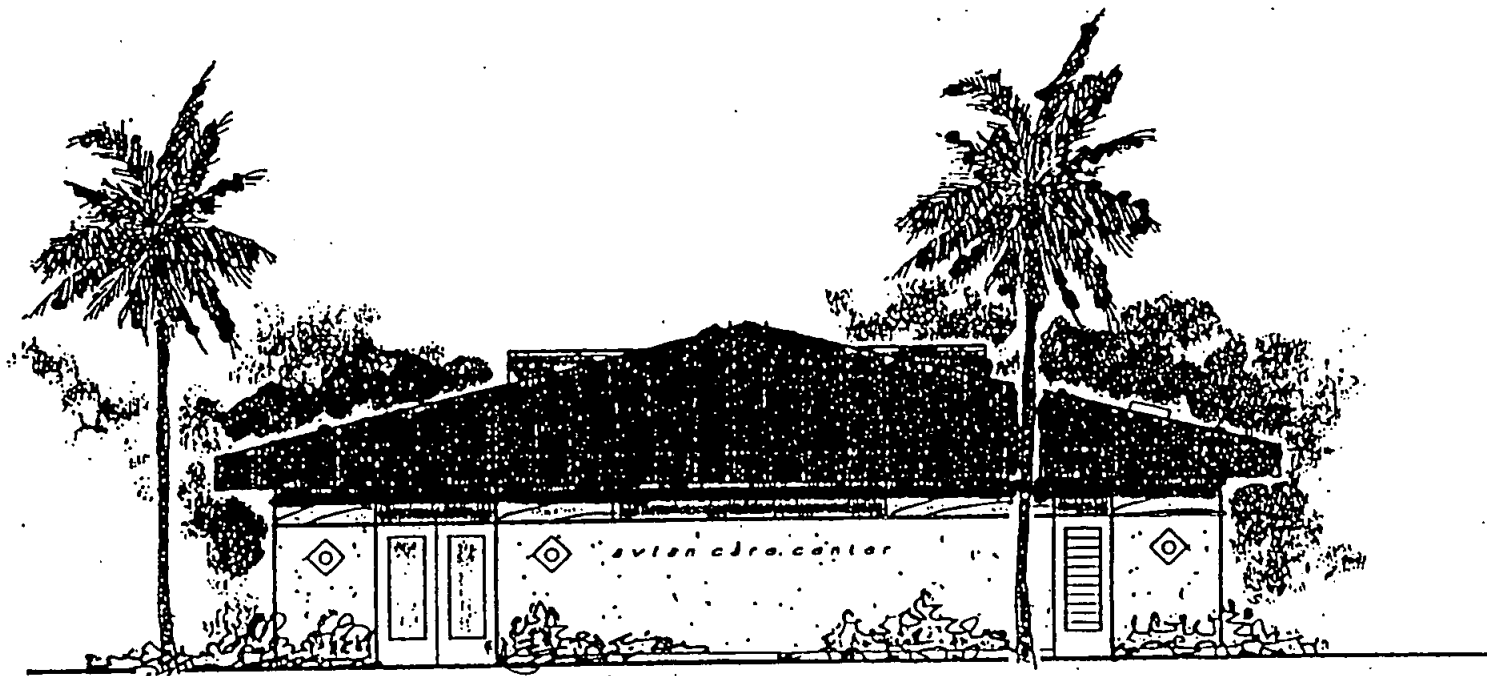
Front Elevation  
1" = 10' - 0"



Preliminary Proposal for an  
Avian Care Center

DATE:   
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING



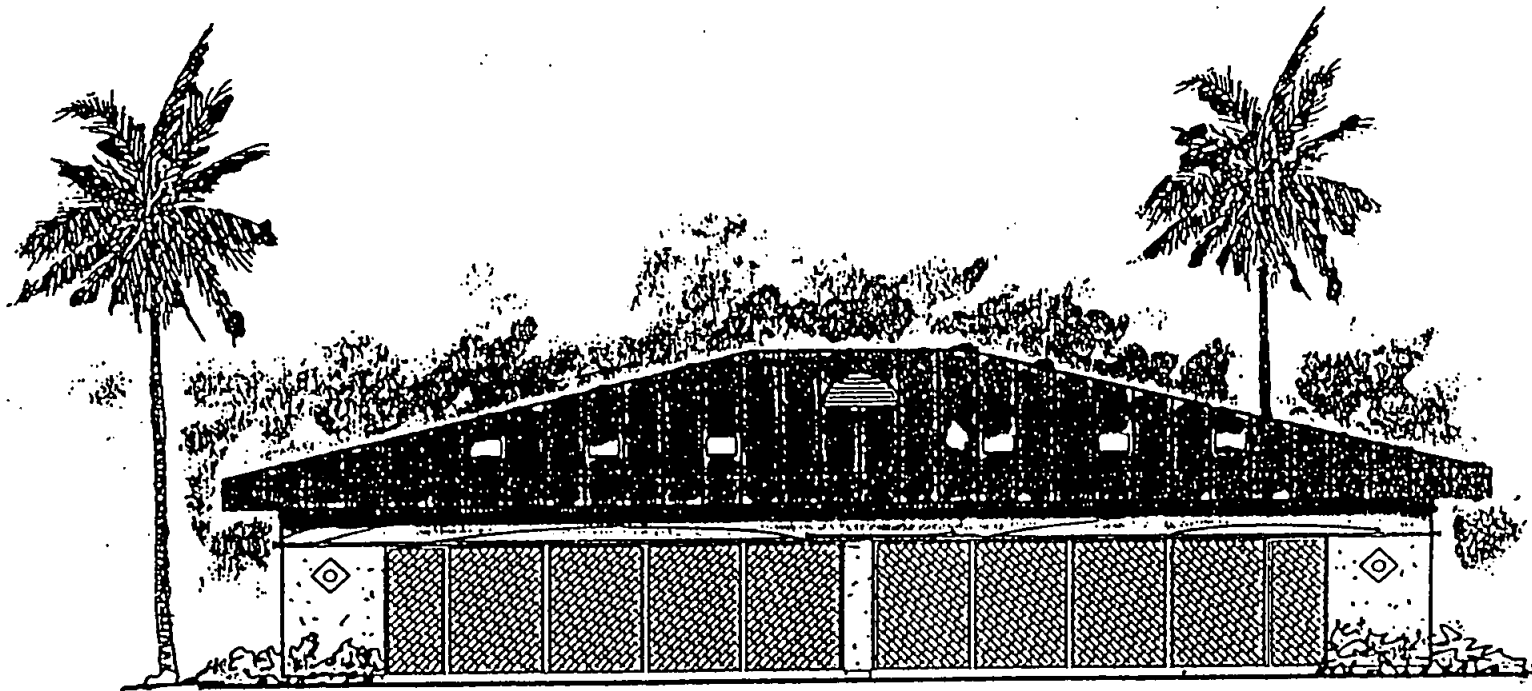
Right Side Elevation  
1" = 10' - 0"



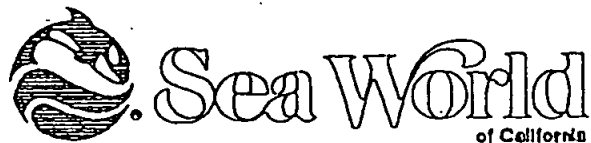
Preliminary Proposal for an  
Avian Care Center

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING



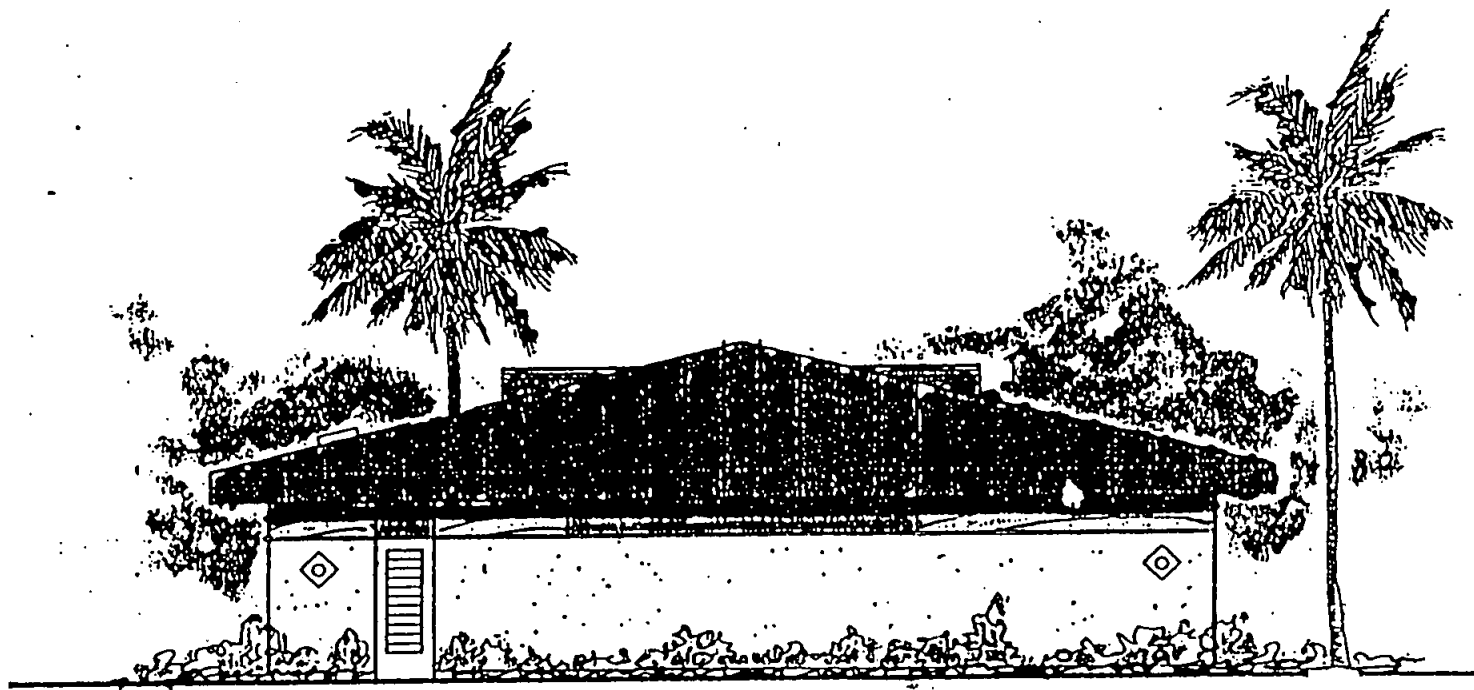
Rear Elevation  
1" = 10' - 0"



Preliminary Proposal for an  
Avian Care Center

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING



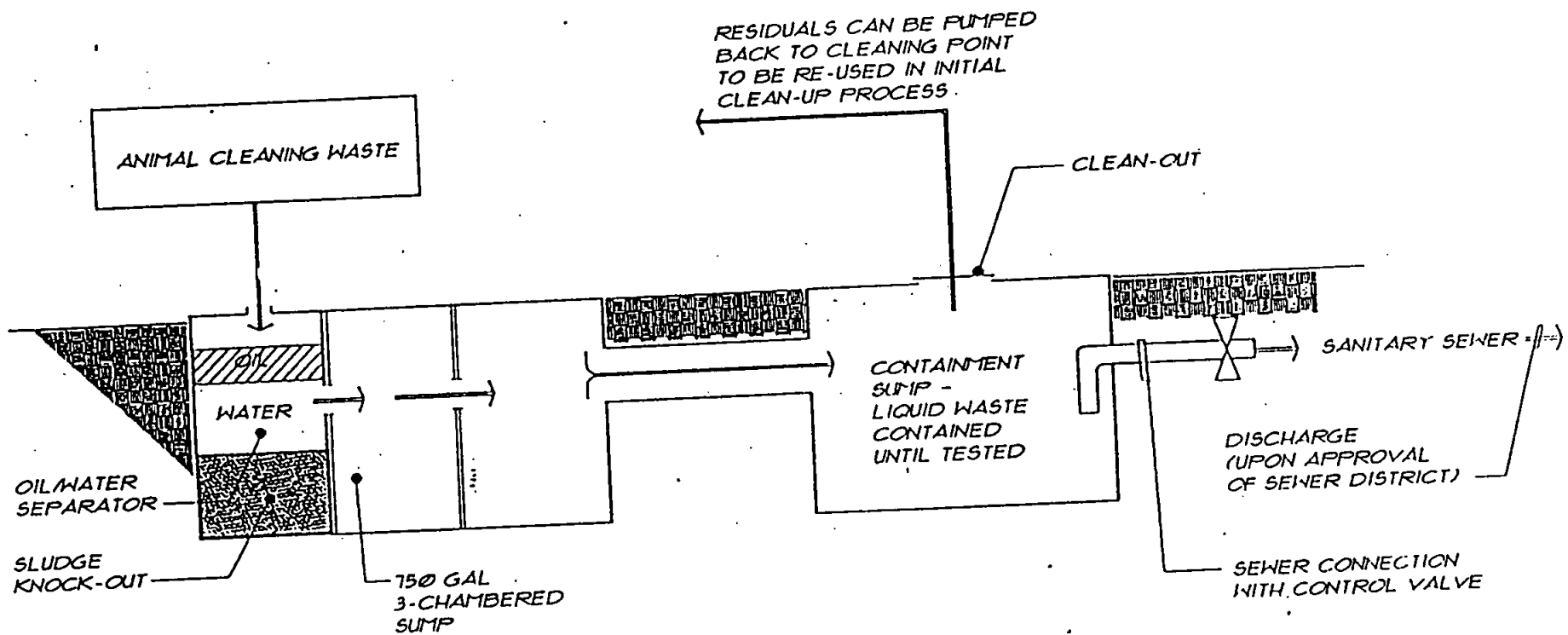
Left Side Elevation  
1" = 10' - 0"



Preliminary Proposal for an  
Avian Care Center

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING



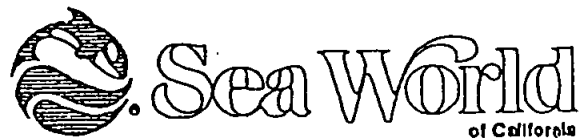
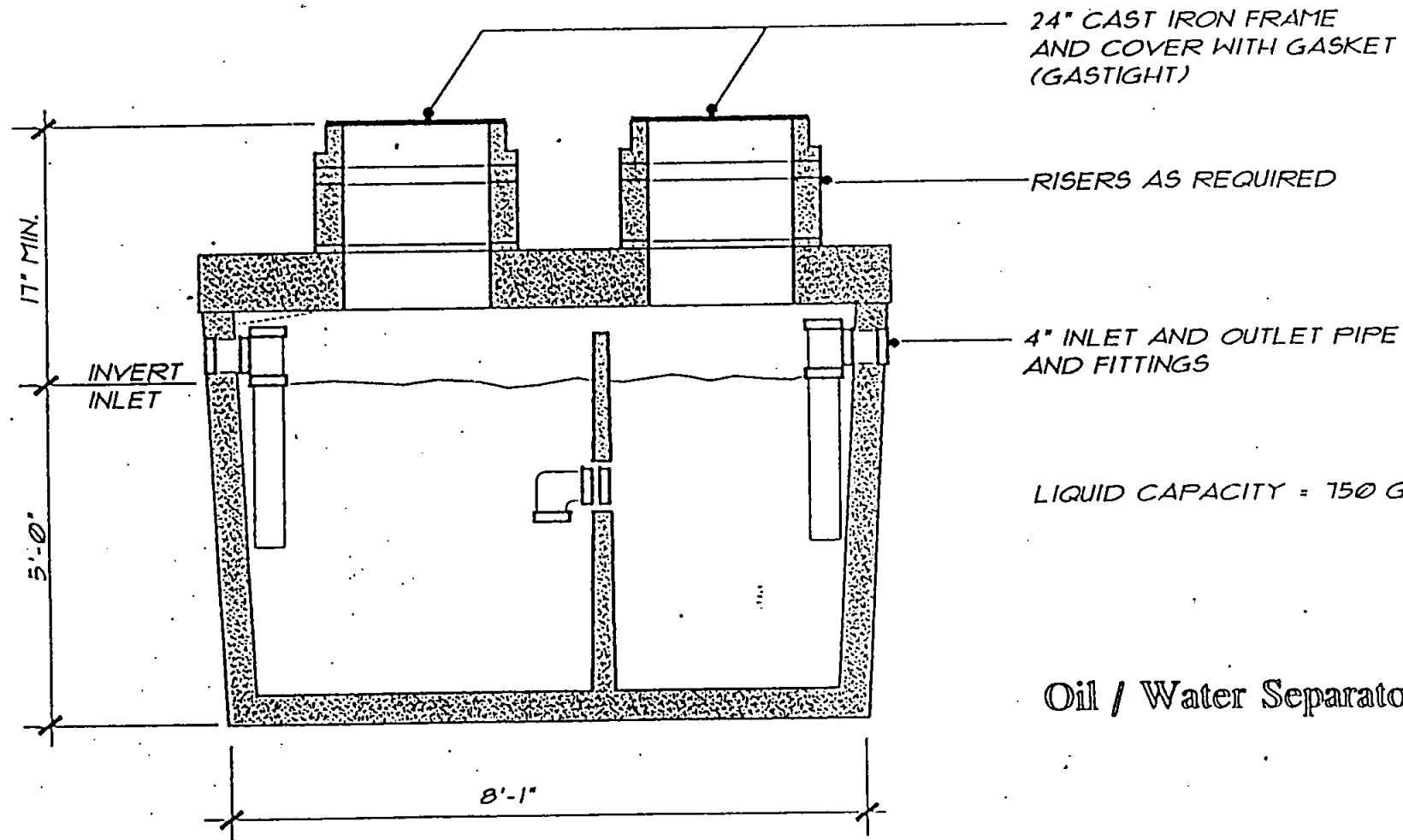
Wastewater Treatment Schematic



Preliminary Proposal for an  
Avian Care Center

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING



Preliminary Proposal for an  
Avian Care Center

DATE:  
MAY 31, 1994

gk designs  
ARCHITECTURE AND PLANNING

| Preliminary Cost Estimate for a Multi-Purpose Pool at Sea World, San Diego, California |          |      |                  |       |               |       |                     |        |
|----------------------------------------------------------------------------------------|----------|------|------------------|-------|---------------|-------|---------------------|--------|
| ITEM DESCRIPTION                                                                       | QUANTITY |      | MATERIAL COST \$ |       | LABOR COST \$ |       | ENGINEERING EST. \$ |        |
|                                                                                        | NUMBER   | UNIT | UNIT COST        | TOTAL | UNIT COST     | TOTAL | UNIT COST           | TOTAL  |
|                                                                                        |          |      | 0                | 0     | 0             | 0     | 4000                | 4000   |
| Architectural Fees                                                                     | 1        |      | 0                | 0     | 0             | 0     | 3000                | 3000   |
| Engineering Fees ( Struct. / MPE / Civil)                                              | 1        |      | 0                | 0     | 0             | 0     | 1500                | 1500   |
| Plan Check / Permit Fees                                                               | 1        |      | 0                | 0     | 3000          | 3000  | 3000                | 3000   |
| Site Demolition                                                                        | 1        |      | 1500             | 1500  | 1500          | 1500  | 3000                | 3000   |
| Flatwork                                                                               | 1        |      | 8000             | 8000  | 5000          | 5000  | 13000               | 13000  |
| Foundations                                                                            | 1        |      | 1500             | 1500  | 1500          | 1500  | 3000                | 3000   |
| Slab                                                                                   | 1        |      | 4000             | 4000  | 1000          | 1000  | 5000                | 5000   |
| Waterproofing                                                                          | 1        |      | 5000             | 5000  | 3000          | 3000  | 8000                | 8000   |
| Fencing                                                                                | 1        |      | 6000             | 6000  | 5000          | 5000  | 11000               | 11000  |
| Plumbing                                                                               | 1        |      | 3000             | 3000  | 2500          | 2500  | 5500                | 5500   |
| Electrical                                                                             | 1        |      | 8000             | 8000  | 5000          | 5000  | 13000               | 13000  |
| Pool Related Equipment                                                                 | 1        | set  | 4000             | 4000  | 1000          | 1000  | 5000                | 5000   |
| Heat Exchanger                                                                         | 1        |      | 8000             | 8000  | 1000          | 1000  | 9000                | 9000   |
| Filter                                                                                 | 1        |      | 1000             | 1000  | 1000          | 1000  | 2000                | 2000   |
| Steel Beam                                                                             | 1        |      | 3500             | 3500  | 1000          | 1000  | 4500                | 4500   |
| Boom/Wench                                                                             | 1        |      |                  |       |               |       | 7500                | 7500   |
| Contingency                                                                            | 1        |      |                  |       |               |       |                     | 101000 |
| Total                                                                                  |          |      |                  |       |               |       |                     |        |

# Preliminary Cost Estimate for an Avian Care Facility for SeaWorld San Diego, California

| ITEM DESCRIPTION                         | QUANTITY |      | MATERIAL COST \$ |       | LABOR COST \$ |       | ENGINEERING EST. \$ |       |
|------------------------------------------|----------|------|------------------|-------|---------------|-------|---------------------|-------|
|                                          | NUMBER   | UNIT | UNIT COST        | TOTAL | UNIT COST     | TOTAL | UNIT COST           | TOTAL |
| Architectural Fees                       | 1        |      | 22000            | 22000 | 0             | 0     | 22000               | 22000 |
| Engineering Fees ( Struct./ MPE / Civil) | 1        |      | 8000             | 8000  | 0             | 0     | 8000                | 8000  |
| Plan Check / Permit Fees                 | 1        |      | 0                | 0     | 0             | 0     | 7500                | 7500  |
| Site Demolition                          | 1        |      | 0                | 0     | 2000          | 2000  | 2000                | 2000  |
| Flatwork                                 | 1        |      | 1500             | 1500  | 1500          | 1500  | 3000                | 3000  |
| Landscaping                              | 1        |      | 4000             | 4000  | 4000          | 4000  | 8000                | 8000  |
| Foundations                              | 1        |      | 8000             | 8000  | 8000          | 8000  | 16000               | 16000 |
| Slab                                     | 1        |      | 4000             | 4000  | 3500          | 3500  | 7500                | 7500  |
| Rough Carpentry                          | 1        |      | 18000            | 18000 | 12000         | 12000 | 30000               | 30000 |
| Finish Carpentry                         | 1        |      | 8000             | 8000  | 6500          | 6500  | 14500               | 14500 |
| Waterproofing                            | 1        |      | 1000             | 1000  | 1000          | 1000  | 2000                | 2000  |
| Insulating                               | 1        |      | 2500             | 2500  | 750           | 750   | 3250                | 3250  |
| Metal Roofing                            | 1        |      | 18000            | 18000 | 14000         | 14000 | 32000               | 32000 |
| Skylights                                | 6        | ea   | 50               | 300   | 100           | 600   | 150                 | 900   |
| Metal Doors                              | 1        | set  | 6000             | 6000  | 2500          | 2500  | 8500                | 8500  |
| Metal Windows                            | 1        | set  | 4500             | 4500  | 1500          | 1500  | 6000                | 6000  |
| Finish Hardware                          | 1        | set  | 1800             | 1800  | 1000          | 1000  | 2800                | 2800  |
| Stucco                                   | 1        |      | 6000             | 6000  | 6000          | 6000  | 12000               | 12000 |
| Drywall                                  | 1        |      | 5500             | 5500  | 4000          | 4000  | 9500                | 9500  |
| Suspended Ceiling                        | 1        |      | 6000             | 6000  | 3000          | 3000  | 9000                | 9000  |
|                                          |          |      |                  |       |               |       |                     |       |

Preliminary Cost Estimate for an Avian Care Facility for the World Wildlife Fund, San Diego, California

[illegible]

STATE OF CALIFORNIA

**NONDISCRIMINATION CLAUSE (OCP-1)**

STD 17A (REV. 3-95)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.



RECEIVED  
JUL 01 1996  
REAL ESTATE ASSETS

June 28, 1996

Ms Linda Fierro  
City of San Diego  
Real Estate Assets Dept.  
PO Box 2289  
San Diego, CA 92112-4165

Dear Ms Fierro,

Enclosed is the agreement for Southwest Airlines submitted to the city for approval. Please provide me with the reportable value of this institutional advertiser.

If you should have any questions please contact me at 619-226-3813.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Stephens".

Barbara Stephens  
Accounting Manager  
Sea World of CA

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
(619) 222-6363



**Busch Entertainment  
Corporation**  
ONE OF THE ANHEUSER-BUSCH COMPANIES

DATE ISSUED:

REPORT NO.

ATTENTION: Council Docket of

SUBJECT: Letter of Intent - Sea World, Inc.

SUMMARY

Issue: 1. Should the City Manager execute a letter of intent, which proposes the addition of 16.5 acres to Sea World's existing leasehold area, inclusion of Perez Cove Way and an extension of the Sea World lease to 50 years?

2. Should the City waive its interest charges of approximately \$27,826, with regard to settlement of the percentage rental rate adjustment?

Manager's Recommendation: 1. Execute the letter of intent.  
2. Waive the interest charges.

Other Recommendations: The Mission Bay Park Committee, at its March 5, 1996 meeting recommended approval of Sea World's request to lease and develop the South Shores 12.5 acre commercial parcel plus an additional 4 acres, located adjacent to the South Shores site. The recommendation contained a caveat that if a lease is negotiated, it should address the Committee's environmental concerns regarding potential runoff of pollutants from Sea World's parking lots into Mission Bay.

The Park and Recreation Board, at its March 21, 1996 meeting, unanimously approved Sea World's request to lease and develop the 16.5 acre parcel.

Fiscal Impact: 1. Consideration for the additional leasehold area and 50 year lease extension is \$1.2 million, payable by Sea World upon execution of the letter of intent. The City will also receive increased rents from the expansion. The consideration will be deposited into the City's General Fund. 2. The interest charges on the percentage rental settlement amount to approximately \$27,826. If waived, this amount will not be deposited into the City's General Fund.

Consideration:

3413  
The \$1.2 million consideration will be credited against Sea World's rent as it becomes due commencing July 1, 1999, if: 1) preliminary site assessments determine development of the site is infeasible, or 2) the parties, working in good faith, have not completed the transaction within a 12 month period. However, if Sea World determines that it does not wish to proceed with the proposed expansion, for reasons other than stated above, the City will retain \$600,000 and credit the remaining \$600,000 against Sea World rent as it becomes due, commencing July 1, 1999.

Consideration and Rent:

If Sea World moves forward with development of the site, it is estimated that the City will receive an average of \$667,800 per year considering the option payment and additional rent which would accrue to the City for the first 5 years following expansion of the park.

Economic Impact:

In addition, it is estimated that the annual economic impact of the expansion to the local economy will amount to \$26 million per year.

BACKGROUND

The Mission Bay Master Plan Update provides for development of the South Shores commercial parcel, located adjacent to Sea World. The plan states that development, such as an expansion of Sea World, a 200-room motel, or a water-oriented entertainment center, should be considered. The Master Plan refers to the parcel as 16.5 acres; however, it has since been determined that the parcel actually contains approximately 12.5 acres.

DISCUSSION

16.5 Acre Expansion: Sea World has requested to lease the 12.5 acre parcel, along with an additional 4 acres located adjacent to the South Shores parcel, for a total of 16.5 acres. Sea World proposes paying \$1.2 million to the City, as

consideration for the 16.5 acre expansion and lease extension to 50 years. Also, Perez Cove way, currently under a separate permit to Sea World, would be included in the amended lease. Sea World plans to develop the portion of the site situated over a closed landfill (approximately one-half of the parcel) with additional parking. The remainder of the site, which is located adjacent to the bay, will be developed with additional exhibit(s). In addition, Sea World will maintain landscaping on portions of City-owned property along Sea World Drive and conduct an annual boating safety class on Mission Bay.

Attached to the Letter of Intent is a short-term right of entry permit, which allows Sea World to perform soil and groundwater sampling and testing, in order to determine if the landfill poses a problem with respect to development. If results of the assessments are positive, Sea World and City staff would prepare: 1) a lease amendment, 2) a development plan, and 3) environmental documentation. This process would include appropriate governmental and community review and approval. If the site assessment is negative, Sea World would not pursue the lease amendment or development, and the \$1.2 million would be credited against Sea World's rent commencing July 1, 1999. If Sea World chooses not to move forward with the expansion for reasons other than the site assessment, the City would retain \$600,000 and credit \$600,000 to Sea World's rent beginning in July 1999.

The City has received two unsolicited offers from other parties interested in developing the site. One is for a water park similar to that located in the City of Vista. The other is for a marine theme amusement park. Staff believes it is in the City's best interest to negotiate with Sea World rather than consider other proposals, since Sea World is a proven lessee with the expertise and financial ability to be successful. By including the South Shores commercial parcel in Sea World's leasehold, it will allow Sea World to increase exhibit space, encourage capital investment, attract more visitors and increase rent payments to the City.

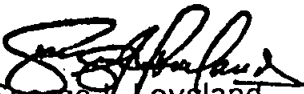
Interest Charge Waiver: Sea World's existing lease agreement with the City provides for a percentage rental rate adjustment with interest due if the adjustment is not completed by the due date stated in the agreement. As a result of prolonged negotiations on the part of both Sea World and the City, settlement of the adjusted percentage rates was not completed by the due date. Final settlement of the adjustment was a 3% annual surcharge on all rents paid to the City by Sea World. Sea World has requested, as a good will gesture, a waiver of the interest charges for the percentage rate adjustment.

It is the Manager's recommendation that the City execute the letter of intent and work with Sea World toward preparation of a lease amendment and development of the South Shores commercial parcel and waive the interest charges associated with the percentage rental rate adjustment.

#### ALTERNATIVES

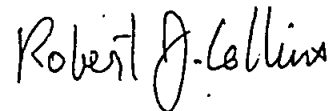
1. Do nothing to encourage development of the site. This alternative is not recommended since the Mission Bay Master Plan provides for commercial development of this site. Commercial development would result in additional revenue to the City and improvements to a vacant parcel of land.
2. Issue a Request for Proposals for the development of this site. This alternative is not recommended since Sea World is a proven lessee with the expertise and financial ability to be successful. Sea World also has a substantial economic impact on the San Diego economy. It is estimated that the expansion will have an annual economic impact of \$26 million on the local economy.
3. Do not waive the interest charges. This alternative is not recommended since settlement of the percentage rent adjustment resulted in increased revenue to the City and both parties worked diligently toward completing the adjustment.

Respectfully submitted,



George T. Loveland

Public Works Center Manager



Robert J. Collins

Real Estate Assets Manager

Collins/LMF

Attachment: Area map

H:\WPWDATA\6-7MGRR.SEA1

RESOLUTION NUMBER R- 287555

ADOPTED ON JUN 25 1996

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to execute a Letter of Intent with SEA WORLD, INC., the form of which is on file in the office of the City Clerk as Document No. RR- 287555, approving in concept:

- a) the addition of the 16.5-acre South Shores Commercial parcel to the existing leasehold area;
- b) inclusion of Perez Cove Way in the Sea World leasehold; and
- c) extension of the term of Sea World's lease to 50 years,

as more specifically described in that City Manager Report attached hereto and by this reference incorporated herein.

BE IT FURTHER RESOLVED, that the City Manager is further authorized to waive interest charges of approximately \$27,826 with regard to the negotiated percentage rental rate adjustment for Sea World, as also more particularly described in the attached Manager's Report.

APPROVED: JOHN W. WITT, City Attorney

By



Harold O. Valderhaug  
Head Deputy City Attorney

HOV:ps  
06/11/96  
Or.Dept:REA  
Job:220389  
R-96-1598

Passed and adopted by the Council of The City of San Diego on JUN 25 1992 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, McCARTY, VARGAS

AND MAYOR GOLDING

NAYS: NONE

NOT PRESENT: NONE

AUTHENTICATED BY:

SUSAN GOLDING  
Mayor of The City of San Diego, California

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

(SEAL)

By: Myrna Skelley, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION  
NO. R- 287555, passed and adopted by the Council of The City of San Diego, California  
on JUN 25 1992.

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

(SEAL)

By: *Myrna Skelley*, Deputy

Page 8

Pursuant to the order of the City Council of The City of  
San Diego, California, Sea World, Inc.

is authorized as stated in the foregoing letter.

Resolution No. R-287555

Adopted June 25, 1996

Robert Hollman for  
City Manager

Attest:

Charles G. Abdelnour  
Charles G. Abdelnour  
City Clerk of City of San Diego

Approved as to form and legality:

JOHN W. WITT, City Attorney

By Deputy City Attorney  
Deputy City Attorney

R- 287555



# Sea World

June 19, 1996

of California

ORIGINAL

COPY

Mike Cross  
Executive Vice President  
General Manager

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
202 C Street  
San Diego, California 92101

Re: Letter of Intent -- Lease Amendment

Dear Messrs. McGrory and Collins:

This letter of intent sets forth our understanding of the intention of the parties with respect to the terms and conditions upon which The City of San Diego would, subject to compliance with all applicable laws, including the California Environmental Quality Act ("CEQA"), grant to Sea World, Inc. an amendment (the "Lease Amendment") to the existing lease (the "Existing Lease") for property leased by the City to Sea World in Mission Bay. (The Existing Lease as amended by the Lease Amendment is referred to herein as the "Amended Lease.") If the parties otherwise validly agree to enter into a Lease Amendment, Sea World may require that, in lieu of entering into an amendment to the Existing Lease, the parties enter into an entirely new lease containing the same terms and conditions as set forth in the Existing Lease as the same are amended by the agreed-upon Lease Amendment (in which event references herein to the Lease Amendment shall mean such new lease).

1. **Consideration:** The consideration for this letter of intent and the Lease Amendment shall be the amount of \$1.2 million (the "Consideration"), which shall be payable by Sea World to the City upon approval by the City Council and execution by the City of this letter of intent. If the Lease Amendment has not been executed by both parties and all required discretionary governmental approvals for the Lease Amendment and any particular development provided for therein have not been obtained during the term of this letter of intent as provided in Section 2 below, then the Consideration shall be credited against rent payable by Sea World to the City provided for in the Existing Lease as rent becomes due after July 1, 1999, or if no lease is then in effect between the parties as a result of action by the City or both parties, the Consideration shall be repaid to Sea World in cash.

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
Tel: (619) 226-3802  
Fax: (619) 226-3933



Busch Entertainment  
Corporation

ONE OF THE ANHEUSER-BUSCH COMPANIES

DOCUMENT NO. RR-287555

FILED

JUN 25 1996

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA



Atlanta 1996

Official Theme Park Sponsor  
of the 1996 Olympic Games

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 19, 1996  
Page 2

In addition, if the parties have agreed upon the terms of the Lease Amendment, and all required discretionary governmental approvals to the effectiveness of the Lease Amendment and any particular development provided for therein have been obtained, and all other conditions to the effectiveness of the Lease Amendment and the proposed development have been satisfied or waived, then, if Sea World fails or refuses to enter into the Lease Amendment for any reason other than its potential liability or inability to use the new property described in Section 4(a) below due to existing soil or groundwater contamination, the City may retain \$600,000 of the Consideration and only the remaining \$600,000 shall be credited against rent payable by Sea World to City as it becomes due after July 1, 1999, or repaid in cash in the event no lease is then in effect as a result of action by the City or both parties.

2. **Term:** This letter of intent shall be effective upon acceptance by the City Council of the City and execution and delivery by the City Manager and Sea World. It is the City Manager's and Sea World's goal that the Lease Amendment will be prepared, processed, executed and become effective, and all required discretionary governmental approvals for the Lease Amendment and any particular development provided for therein obtained, within three (3) years following the effective date of this letter of intent. Sea World and the City Manager intend to work diligently to prepare all documents and take all actions necessary to achieve the objectives referred to above as soon as reasonably practicable but, in any case, within the three-year schedule, including but not limited to the preparation of the Lease Amendment, a development plan, and appropriate environmental documents. Notwithstanding the foregoing, if the Lease Amendment has not been executed and/or all required discretionary governmental approvals for the Lease Amendment and any particular development provided for therein are not obtained within three (3) years following the effective date of this letter of intent, the provisions of this letter of intent and any Lease Amendment shall forthwith terminate and be of no further effect; the Consideration shall be credited to rent or repaid to Sea World as provided in Section 1 above; and the Existing Lease shall be and remain in full force and effect without amendments.

3. **Inspection of Lease Premises:** Subject to the same terms and conditions as are set forth in that certain Right of Entry Permit in the form of Exhibit A attached hereto, Sea World shall be entitled to enter upon the new property referred to in Section 4(a) below and conduct such examinations, inspections and tests as it deems appropriate. Sea World agrees to make available to the City copies of any written reports resulting from such examinations, inspections and tests, without, however, any warranty or liability therefor. The City agrees to make available to Sea World any known reports and other data it may have with respect to the condition of the new property referred to in Section 4(a) below, without, however, any warranty or liability therefor.

The following are the proposed terms of the Lease Amendment:

4. **Article I -- Demise:** The Lease Amendment shall add the following new property:
  - (a) Approximately 16.5 acres of land immediately adjacent to the easterly boundary of Sea World, substantially in the location as shown on Exhibit B attached to this letter of intent.
  - (b) The physically traveled portion of Perez Cove Way between Sea World Drive and Ingraham Street, as referred to in that certain Use and Occupancy Permit between the City and Sea World dated February 2, 1993. The landscaped area currently included in the Use and Occupancy Permit shall be subject to a new permit to cover Sea World's continued maintenance of such landscaping, subject to the City Park & Recreation Department's continued use of this area as a horticultural or tree nursery.
5. **New Lease Term:** The term of the Amended Lease shall be 50 years and shall commence on the first day of the month following the approval of the Lease Amendment by the City Council and execution and delivery of the Lease Amendment by the City Manager and Sea World. If the commencement date of the Amended Lease is a date other than January 1, then the first accounting year under the Amended Lease shall commence with the commencement date of the lease and extend through December 31 of that year. Thereafter, accounting years shall extend from

January 1 through December 31. If the first accounting year is less than 12 months, then for purposes of applying the provisions of Section IV.C, such accounting year shall be deemed to include the first part of the calendar year (which will be the final partial accounting year under the Existing Lease) and the parties shall take into account Sea World's gross income and rental payments attributable to that earlier period in making the calculations required to determine the rent payable under the Amended Lease for the partial first accounting year.

6. **Article IV -- Rent:** The concept of accounting years varying from calendar years as provided in the Existing Lease will be eliminated and shall be replaced by an accounting year which coincides with the calendar year, except for any first and last partial years.

Section IV.A.5 shall be amended to provide that the first rent review under the Amended Lease will occur as of January 1, 2004, and thereafter at the end of every tenth accounting year.

Section IV.A.5(a) shall be amended to provide that the commencement of negotiations to determine whether rent should be adjusted will commence at least 18 months prior to each adjustment date.

7. **Article XXXII -- General Development Plan:** The provisions of subsection B of the Existing Lease will be modified to provide for a new "first phase" to be commenced not later than two (2) years following the commencement of the Amended Lease and involving an aggregate investment of at least \$5,000,000 to the premises covered by the Amended Lease, including at least \$1,000,000 to the new premises referred to in Section 4(a) above.

Subsection D shall be modified to substitute the new 16.5-acre parcel for Parcel "A" Property 2 and the water parcel.

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 19, 1996  
Page 5

8. **Additional Provisions Requested By The City:** The City's Real Estate Assets Department furnished Sea World with several new clauses which the City wishes to insert in the Lease Amendment. We have reviewed the clauses and have some suggested changes which we will need to discuss when we discuss the specific terms of the Lease Amendment.
9. **Sea World's Maintenance Obligations and Use and Occupancy Permit Therefor:** During the term of the Amended Lease, Sea World agrees to perform the following obligations with respect to City property outside the lease premises, provided that the City grants Sea World a continuous use and occupancy permit authorizing Sea World to enter upon the property for such purposes:
  - (a) Maintain the landscaped area outside of the physically traveled right-of-way of Perez Cove Way, as referred to in that certain Use and Occupancy Permit between the City and Sea World dated February 2, 1993. Essentially, Sea World shall continue to perform its obligations as set forth in Section 2 of the Use and Occupancy Permit. (The existing permit will be renewed by the City Manager's office until the term of the Amended Lease commences, at which time it will automatically terminate with no further liability on the part of the parties.) Sea World shall also operate and maintain the street lighting for Perez Cove Way.
  - (b) Maintain existing palm trees and other landscaping located within the center median strip of Sea World Drive extending from Friars Road to the current entrance to Sea World as generally shown on Exhibit C attached hereto.

- (c) Maintain the existing landscaping along the northerly side of Sea World Drive south of the bicycle path extending from the present easterly boundary of Sea World lease premises to the new entrance to South Shores Park, as generally shown on Exhibit D hereto. Subject to prior City Approval as to a particular location, Sea World shall be entitled to relocate the bicycle path on the new 16.5-acre parcel to another location on that parcel so that it does not interfere with Sea World's use of the parcel.

The maintenance obligations set forth in subsections (a)-(c) above shall include but not be limited to irrigation, weeding, pruning and landscape replacement.

Sea World shall operate, repair, maintain and replace the irrigation systems required for the landscaping which it has agreed to maintain, provided that the City shall provide and install (and convey to Sea World by bill of sale) the landscaping system initially required as part of the City's planned development of South Shores. Water for the maintenance of such landscaping shall be provided by the City, but only to the extent that would have been required as part of the City's planned development of South Shores.

- 10. **Boating Safety Class:** During the term of the Amended Lease, Sea World agrees to conduct a boating safety class annually for boaters on Mission Bay in a manner, scope and scale substantially similar to that conducted by Sea World in 1995.
- 11. **Nature Center:** The City has asked Sea World to contribute to the development of a nature center in Mission Bay Park after the City develops a concept for the center. Sea World cannot make any binding commitments in this respect but does agree to cooperate with the City and consider agreeing to provide some type of support by its internal graphic design personnel and facilities, provided the expenditure is not material.

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 19, 1996  
Page 7

The parties understand that the Lease Amendment and the proposed development will require environmental review and subsequent City Council approval. If the foregoing correctly sets forth the City's understanding of the Agreement between Sea World and the City, please have an authorized official of the City sign and return to us the enclosed copy of this letter.

Sincerely,



C. Michael Cross  
Executive Vice President  
General Manager

CMC:ak

Attachments: Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D

AGREED TO:  
THE CITY OF SAN DIEGO

By: Robert J. Collins  
Title: Real Estate Assets Manager  
Date: 6/26/96

R- 287555



The City of San Diego

# MANAGER'S REPORT

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DATE ISSUED: June 19, 1996

REPORT NO. 96-130

ATTENTION: Council Docket of June 25, 1996

SUBJECT: Letter of Intent - Sea World, Inc.

## SUMMARY

Issue: 1. Should the City Manager execute a letter of intent, which proposes the addition of 16.5 acres to Sea World's existing leasehold area, inclusion of Perez Cove Way and an extension of the Sea World lease to 50 years?

2. Should the City waive its interest charges of approximately \$27,826, with regard to settlement of the percentage rental rate adjustment?

Manager's Recommendation: 1. Execute the letter of intent.  
2. Waive the interest charges.

Other Recommendations: The Mission Bay Park Committee, at its March 5, 1996 meeting recommended approval of Sea World's request to lease and develop the South Shores 12.5 acre commercial parcel plus an additional 4 acres, located adjacent to the South Shores site. The recommendation contained a caveat that if a lease is negotiated, it should address the Committee's environmental concerns regarding potential runoff of pollutants from Sea World's parking lots into Mission Bay.

The Park and Recreation Board, at its March 21, 1996 meeting, unanimously approved Sea World's request to lease and develop the 16.5 acre parcel.

**Fiscal Impact:** 1. Consideration for the additional leasehold area and 50 year lease extension is \$1.2 million, payable by Sea World upon execution of the letter of intent. The City will also receive increased rents from the expansion. The consideration will be deposited into the City's General Fund. 2. The interest charges on the percentage rental settlement amount to approximately \$27,826. If waived, this amount will not be deposited into the City's General Fund.

**Consideration:**

The \$1.2 million consideration will be credited against Sea World's rent as it becomes due commencing July 1, 1999, if: 1) preliminary site assessments determine development of the site is infeasible, or 2) the parties, working in good faith, have not completed the transaction within a 12 month period. However, if Sea World determines that it does not wish to proceed with the proposed expansion, for reasons other than stated above, the City will retain \$600,000 and credit the remaining \$600,000 against Sea World rent as it becomes due, commencing July 1, 1999.

**Consideration and Rent:**

If Sea World moves forward with development of the site, it is estimated that the City will receive an average of \$667,800 per year considering the option payment and additional rent which would accrue to the City for the first 5 years following expansion of the park.

**Economic Impact:**

In addition, it is estimated that the annual economic impact of the expansion to the local economy will amount to \$26 million per year.

**BACKGROUND**

The Mission Bay Master Plan Update provides for development of the South Shores commercial parcel, located adjacent to Sea World. The plan states that development, such as an expansion of Sea World, a 200-room motel, or a water-oriented entertainment center, should be considered. The Master Plan refers to the parcel as 16.5 acres; however, it has since been determined that the parcel actually contains approximately 12.5 acres.

**DISCUSSION**

**16.5 Acre Expansion:** Sea World has requested to lease the 12.5 acre parcel, along with an additional 4 acres located adjacent to the South Shores parcel, for a total of 16.5 acres. Sea World proposes paying \$1.2 million to the City, as

consideration for the 16.5 acre expansion and lease extension to 50 years. Also, Perez Cove way, currently under a separate permit to Sea World, would be included in the amended lease. Sea World plans to develop the portion of the site situated over a closed landfill (approximately one-half of the parcel) with additional parking. The remainder of the site, which is located adjacent to the bay, will be developed with additional exhibit(s). In addition, Sea World will maintain landscaping on portions of City-owned property along Sea World Drive and conduct an annual boating safety class on Mission Bay.

Attached to the Letter of Intent is a short-term right of entry permit, which allows Sea World to perform soil and groundwater sampling and testing, in order to determine if the landfill poses a problem with respect to development. If results of the assessments are positive, Sea World and City staff would prepare: 1) a lease amendment, 2) a development plan, and 3) environmental documentation. This process would include appropriate governmental and community review and approval. If the site assessment is negative, Sea World would not pursue the lease amendment or development, and the \$1.2 million would be credited against Sea World's rent commencing July 1, 1999. If Sea World chooses not to move forward with the expansion for reasons other than the site assessment, the City would retain \$600,000 and credit \$600,000 to Sea World's rent beginning in July 1999.

The City has received two unsolicited offers from other parties interested in developing the site. One is for a water park similar to that located in the City of Vista. The other is for a marine theme amusement park. Staff believes it is in the City's best interest to negotiate with Sea World rather than consider other proposals, since Sea World is a proven lessee with the expertise and financial ability to be successful. By including the South Shores commercial parcel in Sea World's leasehold, it will allow Sea World to increase exhibit space, encourage capital investment, attract more visitors and increase rent payments to the City.

Interest Charge Waiver: Sea World's existing lease agreement with the City provides for a percentage rental rate adjustment with interest due if the adjustment is not completed by the due date stated in the agreement. As a result of prolonged negotiations on the part of both Sea World and the City, settlement of the adjusted percentage rates was not completed by the due date. Final settlement of the adjustment was a 3% annual surcharge on all rents paid to the City by Sea World. Sea World has requested, as a good will gesture, a waiver of the interest charges for the percentage rate adjustment.

It is the Manager's recommendation that the City execute the letter of intent and work with Sea World toward preparation of a lease amendment and development of the South Shores commercial parcel and waive the interest charges associated with the percentage rental rate adjustment.

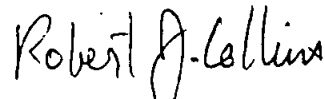
#### ALTERNATIVES

1. Do nothing to encourage development of the site. This alternative is not recommended since the Mission Bay Master Plan provides for commercial development of this site. Commercial development would result in additional revenue to the City and improvements to a vacant parcel of land.
2. Issue a Request for Proposals for the development of this site. This alternative is not recommended since Sea World is a proven lessee with the expertise and financial ability to be successful. Sea World also has a substantial economic impact on the San Diego economy. It is estimated that the expansion will have an annual economic impact of \$26 million on the local economy.
3. Do not waive the interest charges. This alternative is not recommended since settlement of the percentage rent adjustment resulted in increased revenue to the City and both parties worked diligently toward completing the adjustment.

Respectfully submitted,



George I. Loveland  
Public Works Center Manager



Robert J. Collins  
Real Estate Assets Manager

Collins/LMF

Attachment: Area map

H:\WPWDATA\6-7MGRR.SEA1

**CITY OF SAN DIEGO  
REAL ESTATE ASSETS DEPARTMENT  
MEMORANDUM**

|                                     |                |
|-------------------------------------|----------------|
| CITY OF SAN DIEGO                   |                |
| REAL ESTATE ASSETS DEPT.            |                |
| <input type="checkbox"/>            | DIRECTOR       |
| <input type="checkbox"/>            | DEPUTY MANAGER |
| <input checked="" type="checkbox"/> | FILE COPY      |
| <input type="checkbox"/>            | CHRON. COPY    |
| <input type="checkbox"/>            | ORIGINATOR     |

**FILE NO.:** Leases - Sea World, Inc.

**DATE:** June 18, 1996

**TO:** Diann Viox, Contract Compliance Officer, Equal Opportunity Contracting Program, Engineering and Capital Projects

**FROM:** Linda M. Fierro

**SUBJECT:** Sea World - Letter of Intent

---

Diann, you and I spoke on the telephone recently regarding the letter of intent with Sea World. The letter is docketed for review by City Council at the June 24th Council meeting. As I mentioned, the letter of intent is merely approving negotiations with Sea World for preparation of a lease amendment (or possibly a restated lease agreement). Once the letter of intent is approved by Council, Sea World will pay the City \$1.2 million and the parties will begin negotiations for an expansion of Sea World and a lease amendment.

If negotiations are successful, a lease amendment (or restated agreement) between the City and Sea World will be prepared and routed through the pertinent City departments for review before being docketed for City Council review. Preparation of the new agreement could take up to two years. Standard equal opportunity language will be included in the new agreement and Sea World will be required to prepare a Workforce Analysis form. (During negotiations, it is possible that Sea World's attorneys may attempt to revise the equal opportunity language. If that is the case, we will work with your division until all parties are satisfied.)

Should you require additional information, please contact me at 23-66985. I also would like to thank you and the office staff for your quick response in reviewing and processing the 1472.

*Linda M. Fierro*

Linda M. Fierro, Property Agent  
Asset Management and Marketing Division

LMF:lmf

h:viox

**CITY OF SAN DIEGO  
REAL ESTATE ASSETS DEPARTMENT  
MEMORANDUM**

|                                               |                |
|-----------------------------------------------|----------------|
| CITY OF SAN DIEGO<br>REAL ESTATE ASSETS DEPT. |                |
| <input type="checkbox"/>                      | DIRECTOR       |
| <input type="checkbox"/>                      | DEPUTY MANAGER |
| <input checked="" type="checkbox"/>           | FILE COPY      |
| <input type="checkbox"/>                      | THRON. COPY    |
| <input type="checkbox"/>                      | ORIGINATOR     |

**DATE:** June 18, 1996  
**TO:** Mission Bay Park Committee  
**FROM:** Robert J. Collins, Real Estate Assets Manager  
**SUBJECT:** Exhibit Construction - Sea World

---

**SUMMARY**

THIS IS AN INFORMATIONAL ITEM ONLY. NO ACTION IS REQUIRED ON THE PART OF THE COMMITTEE.

**BACKGROUND**

Sea World's existing Master Plan and environmental document provide for construction of a Wild Artic Exhibit. The new exhibit will replace the Bermuda Triangle exhibit, which encompasses a 21,450 square foot, 2-story building. In addition to the Bermuda Triangle area, the exhibit will require construction of three new buildings, totaling 17,530 square feet. The building heights are 17 feet, 24 feet and 29 feet.

Construction began in March and is expected to be completed by May, 1997. Construction currently requires the use of a 120 foot high crane, which is expected to be removed in October, 1996. The California Coastal Commission approved the project as part of Coastal Development Permit #6-93-80, dated September 8, 1993.

Respectfully Submitted:

*Bob Collins*

Robert J. Collins, Manager  
Real Estate Assets

RJC:LMF:lmf

**GRAY CARY WARE  
FREIDENRICH**  
A PROFESSIONAL CORPORATIONATTORNEYS AT LAW  
401 B STREET, SUITE 1700  
SAN DIEGO, CA 92101-4297  
TEL (619) 699-2700  
FAX (619) 236-1068**FAX TRANSMISSION COVER SHEET**

June 17, 1996

| To:                                       | Firm/Company/Telephone:       | Fax Number: |
|-------------------------------------------|-------------------------------|-------------|
| Robert J. Collins                         | City of SD/Real Estate Assets | 236-7003    |
| Mary Louise Groarke -AND-<br>Chuck Gaines | City of SD/Property Mangement | 236-6706    |
| Harold O. Valderhaug                      | City of SD/City Attys Office  | 236-7215    |
| C. Michael Cross                          | Sea World - Administration    | 226-3933    |
| James S. Milch                            | Milch & Wolfsheimer           | 231-8179    |

---

**From:** Richard A. Burt  
(619) 699-2761 -or- 299-6742**Client-Matter Number:** N/A**Re:** Sea World**Pages:** - 16 - (including this form)

If there is a problem with this transmission, please call (619)

Fax Operator/Ext.**Message:**Enclosed for your review is a redlined copy of the latest redraft of the  
Sea World letter of intent.**CONFIDENTIALITY NOTICE**

This communication is ONLY for the person named above. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you are not the person named above, or responsible for delivering it to that person, be aware that disclosure, copying, distribution or use of this communication is strictly PROHIBITED. If you have received it in error, or are uncertain as to its proper handling, please immediately notify us by collect telephone and mail the original to us at the above address. Thank you.

[SEA WORLD LETTERHEAD]

-REDLINE--

(6/17/96 - 4:00pm)

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
202 C Street  
San Diego, California 92101

Re: Letter of Intent - Lease Amendment

Dear Jack and Bob:

This letter of intent sets forth our understanding of the intention of the parties with respect to the terms and conditions upon which The City of San Diego would, subject to compliance with all applicable laws, including the California Environmental Quality Act ("CEQA"), grant to Sea World, Inc. an amendment (the "Lease Amendment") to the existing lease (the "Existing Lease") for property leased by the City to Sea World in Mission Bay. (The Existing Lease as amended by the Lease Amendment is referred to herein as the "Amended Lease.") If the parties otherwise validly agree to enter into a Lease Amendment, Sea World may require that, in lieu of entering into an amendment to the Existing Lease, the parties enter into an entirely new lease containing the same terms and conditions as set forth in the Existing Lease as the same are amended by the agreed-upon Lease Amendment (in which event references herein to the Lease Amendment shall mean such new lease).

1. **Consideration:** The consideration for this letter of intent and the Lease Amendment shall be the amount of \$1.2 million (the "Consideration"), which shall be payable by Sea World to the City upon approval by the City Council and execution by the City of this letter of intent. If the Lease Amendment has not been executed by both parties and all required discretionary governmental approvals for the Lease Amendment and any particular development provided for therein have not been obtained during the term of this Letter of Intent as provided in Section 2 below, then the Consideration shall be credited against rent payable by Sea World to the City provided for in the Existing Lease as rent becomes due after July 1, 1999, or if no lease is then in effect between the parties as a result of action by the City or both parties, the Consideration shall be repaid to

Jack McGrory &amp; Bob Collins

[Date]

Page 2

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(6/17/96 - 4:00pm)

Sea World in cash. In addition, if the parties have agreed upon the terms of the Lease Amendment, and all required discretionary governmental approvals to the effectiveness of the Lease Amendment and any particular development provided for therein have been obtained, and all other conditions to the effectiveness of the Lease Amendment and the proposed development have been satisfied or waived, then, if Sea World fails or refuses to enter into the Lease Amendment for any reason other than its potential liability or inability to use the new property described in Section 4(a) below due to existing soil or groundwater contamination, the City may retain \$600,000 of the Consideration and only the remaining \$600,000 shall be credited against rent payable by Sea World to City as it becomes due after July 1, 1999, or repaid in cash in the event no lease is then in effect ~~between the parties as a result of action by the City or both parties.~~

2. Term: This letter of intent shall be effective upon acceptance by the City Council of the City and execution and delivery by the City Manager and Sea World. It is the City Manager's and Sea World's goal that the Lease Amendment will be prepared, processed, executed and become effective, and all required discretionary governmental approvals for the Lease Amendment and any particular development provided for therein obtained, within three (3) years following the effective date of this letter of intent. Sea World and the City Manager intend to work diligently to prepare all documents and take all actions necessary to achieve the objectives referred to above as soon as reasonably practicable but, in any case, within the three-year schedule, including but not limited to the preparation of the Lease Amendment, a development plan, and appropriate environmental documents. Notwithstanding the foregoing, if the Lease Amendment has not been executed and/or all required discretionary governmental approvals for the Lease Amendment and any particular development provided for therein are not obtained within three (3) years following the effective date of this letter of intent, the provisions of this letter of intent and any Lease Amendment shall forthwith

Jack McGrory &amp; Bob Collins

[Date]

Page 3

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(6/17/96 - 4:00pm)

terminate and be of no further effect; the Consideration shall be credited to rent or repaid to Sea World as provided in Section 1 above; and the Existing Lease shall be and remain in full force and effect without amendments.

3. **Inspection of Lease Premises:** Subject to the same terms and conditions as are set forth in that certain Right of Entry Permit dated May \_\_\_\_, 1996, attached hereto as Exhibit A, Sea World shall be entitled to enter upon the new property referred to in Section 4(a) below and conduct such examinations, inspections and tests as it deems appropriate. Sea World agrees to make available to the City copies of any written reports resulting from such examinations, inspections and tests, without, however, any warranty or liability therefor. The City agrees to make available to Sea World any known reports and other data it may have with respect to the condition of the new property referred to in Section 4(a) below, without, however, any warranty or liability therefor.

The following are the proposed terms of the Lease Amendment:

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Jack McGrory &amp; Bob Collins

[Date]

Page 4

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(6/17/96 - 4:00pm)

Park & Recreation Department's continued use of this area as a horticultural or tree nursery.

5. **New Lease Term:** The term of the Amended Lease shall be 50 years and shall commence on the first day of the month following the approval of the Lease Amendment by the City Council and execution and delivery of the Lease Amendment by the City Manager and Sea World. If the commencement date of the Amended Lease is a date other than January 1, then the first accounting year under the Amended Lease shall commence with the commencement date of the lease and extend through December 31 of that year. Thereafter, accounting years shall extend from January 1 through December 31. If the first accounting year is less than 12 months, then for purposes of applying the provisions of Section IV.C, such accounting year shall be deemed to include the first part of the calendar year (which will be the final partial accounting year under the Existing Lease) and the parties shall take into account Sea World's gross income and rental payments attributable to that earlier period in making the calculations required to determine the rent payable under the Amended Lease for the partial first accounting year.
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Section IV.A.5 shall be amended to provide that the first rent review under the Amended Lease will occur as of January 1, 2004, and thereafter at the end of every tenth accounting year.

Jack McGrory &amp; Bob Collins

[Date]

Page 5

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(6/17/96 - 4:00pm)

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Subsection D shall be modified to substitute the new 16.5-acre parcel for Parcel "A" Property 2 and the water parcel.

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- (a) Maintain the landscaped area outside of the physically traveled right-of-way of Perez Cove Way, as referred to in that certain Use and Occupancy Permit between the City and Sea World dated February 2, 1993. Essentially, Sea World

Jack McGrory &amp; Bob Collins

[Date]

Page 6

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(6/17/96 - 4:00pm)

shall continue to perform its obligations as set forth in Section 2 of the Use and Occupancy Permit. (The existing permit will be renewed by the City Manager's office until the term of the Amended Lease commences, at which time it will automatically terminate with no further liability on the part of the parties.) Sea World shall also operate and maintain the street lighting for Perez Cove Way.

- (b) Maintain existing palm trees and other landscaping located within the center median strip of Sea World Drive extending from Friars Road to the current entrance to Sea World as generally shown on Exhibit C attached hereto.
- (c) Maintain the existing landscaping along the northerly side of Sea World Drive south of the bicycle path extending from the present easterly boundary of Sea World lease premises to the new entrance to South Shores Park, as generally shown on Exhibit D hereto. Subject to prior City approval as to a particular location, Sea World shall be entitled to relocate the bicycle path on the new 16.5-acre parcel to another location on that parcel so that it does not interfere with Sea World's use of the parcel.

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Jack McGrory &amp; Bob Collins

[Date]

Page 7

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(6/17/96 - 4:00pm)

10. **Boating Safety Class:** During the term of the Amended Lease, Sea World agrees to conduct a boating safety class annually for boaters on Mission Bay in a manner, scope and scale substantially similar to that conducted by Sea World in 1995.
11. **Nature Center:** The City has asked Sea World to contribute to the development of a nature center in Mission Bay Park after the City develops a concept for the center. Sea World cannot make any binding commitments in this respect but does agree to cooperate with the City and consider agreeing to provide some type of support by its internal graphic design personnel and facilities, provided the expenditure is not material.

The parties understand that the Lease Amendment and the proposed development will require environmental review and subsequent City Council approval. If the foregoing correctly sets forth the City's understanding of the agreement between Sea World and the City, please have an authorized official of the City sign and return to us the enclosed copy of this letter.

Sincerely,

C. Michael Cross  
Executive Vice President  
General Manager

Attachments: Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D

AGREED TO:  
THE CITY OF SAN DIEGO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

TO:

CITY ATTORNEY

2. FROM: (Originating Department)

REAL ESTATE ASSETS DEPARTMENT

3. DATE

June 11, 1996

4. SUBJECT:

Letter of Intent - Sea World, Inc.

5. FOR INFORMATION CONTACT: (NAME & MAIL STA.)

GROARKE/Fierro 51A

6. TELEPHONE NO.

66766/66985

7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2:



8.

## COMPLETE FOR ACCOUNTING PURPOSES

|                |  |  |  |  |
|----------------|--|--|--|--|
| FUND           |  |  |  |  |
| DEPT.          |  |  |  |  |
| ORGANIZATION   |  |  |  |  |
| OBJECT ACCOUNT |  |  |  |  |
| JOB ORDER      |  |  |  |  |
| C.I.P. NO.     |  |  |  |  |
| AMOUNT         |  |  |  |  |

9. ADDITIONAL INFORMATION / ESTIMATED COST:

None

Job: 220389

cc: Docket

County Assessors

Thomas Guide: 1268-C3&C4

10.

## ROUTING AND APPROVALS

| ROUTE      | APPROVING AUTHORITY | APPROVAL SIGNATURE       | DATE SIGNED    | ROUTE (#) | APPROVING AUTHORITY      | APPROVAL SIGNATURE                                                          | DATE SIGNED                                                              |
|------------|---------------------|--------------------------|----------------|-----------|--------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <i>MLB</i> | Department Director | <i>Robert J. Collins</i> | <i>6/11/96</i> | X         | CITY MANAGER LOVELAND    | <i>[Signature]</i>                                                          | <i>6-14-96</i>                                                           |
| X          | DEP/EAS             | <i>John M. Fierro</i>    | <i>6/11/96</i> |           | AUDITOR                  | <i>[Signature]</i>                                                          |                                                                          |
| X          | <del>EOCP</del>     | <i>[Signature]</i>       | <i>6/12/96</i> | X         | CITY ATTORNEY            | <i>[Signature]</i>                                                          | <i>6/14</i>                                                              |
| X          | Park & Recreation   | <i>M. C. [Signature]</i> | <i>6/14/96</i> | X         | ORIGINATING DEPARTMENT   | <i>[Signature]</i>                                                          | <i>6/14</i>                                                              |
|            |                     |                          |                |           | MGR. DOCKET COORD. _____ | COUNCIL REP. _____                                                          |                                                                          |
|            |                     |                          |                | ✓         | RULES COMMITTEE          | <input type="checkbox"/> CONSENT<br><input type="checkbox"/> Refer to _____ | <input type="checkbox"/> ADOPTION<br><input type="checkbox"/> Date _____ |

11. PREPARATION OF:



RESOLUTION(S)



ORDINANCES(S)



AGREEMENT(S)



DEED(S)

Authorizing the City Manager to execute a letter of intent with Sea World, Inc. proposing: a) the addition of the 16.5 acre So. Shores Commercial parcel to the existing leasehold area; b) inclusion of Perez Cove Way in the Sea World leasehold; and c) extension of the term of Sea World's lease to 50 years.

Authorizing the waiver of interest charges for settlement of a percentage rental rate adjustment.

11a. MANAGER'S RECOMMENDATION:

Adopt the resolution.

12. SPECIAL CONDITIONS (REFER TO A.R. 9.20 FOR INFORMATION ON COMPLETING THIS SECTION).

COUNCIL DISTRICT: 2

REQUESTED BY: Real Estate Assets Manager

LOCATION: 16.5 acre parcel located east of and adjacent to Sea World, in Mission Bay.

ENVIRONMENTAL ASSESSMENT: This activity is exempt from CEQA pursuant to Section 15061(b)(1) of the State CEQA Guidelines. The activity is not a project as defined in Section 15378.

HANDLING: DO NOT RECORD. Deliver documents to Real Estate Assets, Linda M. Fierro, M.S. 51A, for further handling.

REPORT  
TO  
COUNCIL  
COMMUNITY AREA Mission Bay



# Sea World

June 6, 1996

of California

*Handwritten:* **working copy** 6/7/96

Mike Cross  
Executive Vice President  
General Manager

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
202 C Street  
San Diego, California 92101

Re: Letter of Intent -- Lease Amendment

Dear Jack and Bob:

This letter of intent sets forth our understanding of the intention of the parties with respect to the terms and conditions upon which The City of San Diego would grant to Sea World, Inc. an amendment (the "Lease Amendment") to the existing lease (the "Existing Lease") for property leased by the City to Sea World in Mission Bay. (The Existing Lease as amended by the Lease Amendment is referred to herein as the "Amended Lease.") Sea World reserves the right to ~~require~~ that the parties enter into a new lease containing the same terms and conditions as set forth in the Existing Lease as the same are amended by the Lease Amendment in lieu of entering into an amendment to the Existing Lease (in which event references herein to the Lease Amendment shall mean the new lease).

*Handwritten:* **statement**

1. **Consideration:** The consideration for this letter of intent and the Lease Amendment shall be the amount of \$1.2 million (the "Consideration"), which shall be payable by Sea World to the City upon approval by the City Council and execution by the City of this letter of intent. If the Lease Amendment has not been executed by both parties and all required governmental approvals for the Lease Amendment and the proposed development provided therein have not been obtained on or before the expiration of twelve (12) months following Sea World's payment of the Consideration (as the same may be extended as set forth below), then the Consideration shall be credited against rent payable by Sea World to the City provided for in the Existing Lease as rent becomes due after July 1, 1999, or if the Existing Lease is no longer then in effect, the Consideration shall be repaid to Sea World in cash. In addition, if the parties have

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
Tel: (619) 226-3802  
Fax: (619) 226-3933



Busch Entertainment Corporation

*Handwritten:* **How: legal but wld need auditors cut. to put it aside, so defeats our purpose.**



Atlanta 1996

Official Theme Park Sponsor

*Handwritten:* How: Consideration request without our updated provisions? willing to work on it after the deal is done. (I'd take more than year)

*Handwritten:* want new lease agree. w/ same terms

*Handwritten:* due to action by the City

*Handwritten:* set aside

*Handwritten:* !?

*Handwritten:* and the lease shall revert to its original

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 6, 1996  
Page 2

HOW: approvals  
of develop.  
come after lease  
approval. "HOW - delete  
"the proposed  
develop."

\* include  
bldg. permits?

same  
concept  
as ours  
but restated.  
HOW, OK?

agreed upon the terms of the Lease Amendment, and all required governmental approvals to the effectiveness of the Lease Amendment and the proposed development referred to therein have been obtained, and all other conditions to the effectiveness of the Lease Amendment and the proposed development have been satisfied or waived, then, if Sea World fails or refuses to enter into the Lease Amendment for any reason other than its potential liability or inability to use the new property described in Section 4(a) below due to existing soil or groundwater contamination, the City may retain \$600,000 of the Consideration and only the remaining \$600,000 shall be credited against rent payable by Sea World to City as it becomes due after July 1, 1999, or repaid in cash in the event the Existing Lease is no longer then in effect.

as a result of City action

City Managers and Sea World's

just moved

Manager

Manager

10 days?  
what  
"termination  
date"?

2. **Term:** This letter of intent shall be effective upon acceptance by the City Council of the City and execution and delivery by the City Manager and Sea World. It is the parties' goal that the Lease Amendment will be prepared, processed, executed and become effective, and all required ~~governmental~~ approvals for the Lease Amendment and the development obtained, within 12 months following the effective date of this letter of intent. Sea World and the City intend to work diligently to prepare all documents and take all actions necessary to meet the 12-month schedule, including but not limited to the preparation of the Lease Amendment, a development plan, and appropriate environmental documents. Either City or Sea World may, from time to time, unilaterally extend the schedule by giving written notice to the other party of its intention to do so at least ten (10) days prior to the then scheduled termination date, in the event of delays beyond the reasonable control of the party seeking the extension, including, without limitation, delays in obtaining required governmental consents and approvals (without, however, including lack of funds by Sea World). Notwithstanding the foregoing, if the Lease Amendment has not been executed and/or all required governmental approvals for the Lease Amendment and proposed development are not obtained within three (3) years following the effective date of this letter of intent, the provisions of this letter of intent shall forthwith terminate and be of no further effect; and the Consideration shall be credited to rent or repaid to Sea World as provided in Section 1 above.

Lease  
Amend  
terminat  
for

RJC  
Section 1 or 2?

come, t

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 6, 1996  
Page 3

3. **Inspection of Lease Premises:** Subject to the same terms and conditions as are set forth in that certain Right of Entry Permit dated June \_\_\_\_, 1996, attached hereto as Exhibit A, Sea World shall be entitled to enter upon the new property referred to in Section 4(a) below and conduct such examinations, inspections and tests as it deems appropriate. Sea World agrees to make available to the City copies of any written reports resulting from such examinations, inspections and tests, without, however, any warranty or liability therefor. The City agrees to make available to Sea World any known reports and other data it may have with respect to the condition of the new property referred to in Section 4(a) below, without, however, any warranty or liability therefor.

The following are the proposed terms of the Lease Amendment:

4. **Article I -- Demise:** The Lease Amendment shall add the following new property:
  - (a) Approximately 16.5 acres of land immediately adjacent to the easterly boundary of Sea World, substantially in the location as shown on Exhibit B attached to this letter of intent.
  - (b) The physically traveled portion of Perez Cove Way between Sea World Drive and Ingraham Street, as referred to in that certain Use and Occupancy Permit between the City and Sea World dated February 2, 1993. The landscaped area currently included in the Use and Occupancy Permit shall be subject to a new permit to cover Sea World's continued maintenance of such landscaping, subject to the City Park & Recreation Department's continued use of this area as a horticultural or tree nursery.
5. **New Lease Term:** The term of the Amended Lease shall be 50 years and shall commence on the first day of the month following the approval of the Lease Amendment by the City Council and execution and delivery of the Lease Amendment by the City Manager and Sea World. If the commencement date of the Amended Lease is a date other than January 1, then the first accounting year under the Amended Lease shall commence with the commencement date of the lease and extend through December 31 of that year. Thereafter, accounting years shall extend from

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 6, 1996  
Page 4

January 1 through December 31. If the first accounting year is less than 12 months, then for purposes of applying the provisions of Section IV.C, such accounting year shall be deemed to include the first part of the calendar year (which will be the final partial accounting year under the Existing Lease) and the parties shall take into account Sea World's gross income and rental payments attributable to that earlier period in making the calculations required to determine the rent payable under the Amended Lease for the partial first accounting year.

6. **Article IV -- Rent:** The concept of accounting years varying from calendar years as provided in the Existing Lease will be eliminated and shall be replaced by an accounting year which coincides with the calendar year, except for any first and last partial years.

Section IV.A.5 shall be amended to provide that the first rent review under the Amended Lease will occur as of January 1, 2004, and thereafter at the end of every tenth accounting year.

Section IV.A.5(a) shall be amended to provide that the commencement of negotiations to determine whether rent should be adjusted will commence at least 18 months prior to each adjustment date.

7. **Article XXXII -- General Development Plan:** The provisions of subsection B of the Existing Lease will be modified to provide for a new "first phase" to be commenced not later than two (2) years following the commencement of the Amended Lease and involving an aggregate investment of at least \$5,000,000, including but not limited to improvements to the new premises referred to in Section 4(a) above.

*was \$2 mil.*

*no  
9.02*

Subsection D shall be modified to substitute the new 16.5-acre parcel for Parcel "A" Property 2 and the water parcel.

8. **Additional Provisions Requested By The City:** The City's Real Estate Assets Department furnished Sea World with several new clauses which the City wishes to insert in the Lease Amendment. We have reviewed the clauses and have some suggested changes which we can discuss when we discuss the specific terms of the Lease Amendment. For example, with regard to the 16.5-acre site, if remediation or removal of hazardous

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 6, 1996  
Page 5

*7. Are released by Sea World*

substances not released or disturbed by Sea World, its agents, employees, invitees or permittees, become necessary and any costs therefor are incurred or are proposed to be incurred by Sea World, then Sea World may, at its sole option, credit such costs against future rent under the Amended Lease up to the amount of the Consideration, and if and when the Consideration has been fully credited, then Sea World may return the 16.5-acre site to the City and Amended Lease shall be amended to restore the lease to its condition, prior to the Lease Amendment.

*No. permit*

*I think we should be specific ("term")*

9. **Sea World's Maintenance Obligations and Use and Occupancy Permit Therefor:** During the term of the Amended Lease, Sea World agrees to perform the following obligations with respect to City property outside the lease premises, provided that the City grants Sea World a continuous use and occupancy permit authorizing Sea World to enter upon the property for such purposes:

- (a) Maintain the landscaped area outside of the physically traveled right-of-way of Perez Cove Way, as referred to in that certain Use and Occupancy Permit between the City and Sea World dated February 2, 1993. Essentially, Sea World shall continue to perform its obligations as set forth in Section 2 of the Use and Occupancy Permit. (The existing permit will be renewed by the City Manager's office until the term of the Amended Lease commences, at which time it will automatically terminate with no further liability on the part of the parties.) Sea World shall also operate and maintain the street lighting for Perez Cove Way.
- (b) Maintain existing palm trees and other landscaping located within the center median strip of Sea World Drive extending from Friars Road to the current entrance to Sea World as generally shown on Exhibit-C attached hereto.

*\* left out  
... irrigation,  
weeding +  
pruning  
land. repl.*

*left out \**

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 6, 1996  
Page 6

- (c) Maintain the existing landscaping along the northerly side of Sea World Drive south of the bicycle path extending from the present easterly boundary of Sea World lease premises to the new entrance to South Shores Park, as generally shown on Exhibit D hereto. Subject to prior City Approval as to a particular location, Sea World shall be entitled to relocate the bicycle path on the new 16.5-acre parcel to another location on that parcel so that it does not interfere with Sea World's use of the parcel.

OK ✓ The maintenance obligations set forth in subsections (a)-(c) above shall include but not be limited to irrigation, weeding, pruning and landscape replacement.

Sea World shall operate, repair, maintain and replace the irrigation systems required for the landscaping which it has agreed to maintain, provided that the City shall provide and install (and convey to Sea World by bill of sale) the landscaping system initially required as part of the City's planned development of South Shores. Water for the maintenance of such landscaping shall be provided by the City, but only to the extent that would have been required as part of the City's planned development of South Shores.

- 10. **Boating Safety Class:** During the term of the Amended Lease, Sea World agrees to conduct a boating safety class annually for boaters on Mission Bay in a manner, scope and scale substantially similar to that conducted by Sea World in 1995.
- 11. **Nature Center:** The City has asked Sea World to contribute to the development of a nature center in Mission Bay Park after the City develops a concept for the center. Sea World cannot make any binding commitments in this respect but does agree to cooperate with the City and consider agreeing to provide some type of support by its internal graphic design personnel and facilities, provided the expenditure is not material.

Jack McGrory, City Manager  
Robert J. Collins, Director, Real Estate Assets Department  
The City of San Diego  
June 6, 1996  
Page 7

The parties understand that the Lease Amendment and the proposed development will require environmental review and subsequent City Council approval. If the foregoing correctly sets forth the City's understanding of the Agreement between Sea World and the City, please have an authorized official of the City sign and return to us the enclosed copy of this letter.

Sincerely,



Mike Cross  
General Manager

CMC:ak

Attachments: Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D

AGREED TO:  
THE CITY OF SAN DIEGO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Mike Cross  
Executive Vice President  
General Manager

June 6, 1996

Robert J. Collins, Director  
Real Estate Assets Department  
The City of San Diego  
202 C Street  
San Diego, California 92101

Dear Bob:

Re: Sea World -- Right of Entry Permit

Attached is your draft of this Right of Entry Permit. Sea World has agreed to most of the changes proposed by the City.

We respectfully request the City's concurrence with this draft.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Cross".

Mike Cross  
General Manager

CMC:ak

Attachment

*r f/RSC  
"existing/us amended"  
haz. waste*

*file 6/24 f/Docket*

Sea World of California  
1720 South Shores Road  
San Diego, CA 92109-7995  
Tel: (619) 226-3802  
Fax: (619) 226-3933



Busch Entertainment  
Corporation  
ONE OF THE ANHEUSER-BUSCH COMPANIES



Atlanta 1996

Official Theme Park Sponsor  
of the 1996 Olympic Games

## SEA WORLD LETTER OF INTENT

### SUMMARY OF ISSUES

- CLARIFICATIONS DUE TO CEQA
- TIME PERIOD FOR NEGOTIATION AND OBTAINING ALL APPROVALS (12 MONTHS, OR?)
- EXISTING LEASE NO LONGER IN EFFECT AND CASH PAYMENT BY CITY
- IF ALL APPROVALS HAVE NOT BEEN OBTAINED WITHIN 3 YEARS, THE LEASE AMENDMENT IS REVOKED
- DEVELOPMENT COSTS (ON OR OFF SITE?)
- HAZARDOUS WASTES
- NO DOUBLE PAYMENT
- OTHER CLARIFICATIONS

### SPECIFICS

CEQA ISSUE: Page 1, paragraph 1, line 3 - Change "would grant" to "would consider granting".

CEQA ISSUE AND PRACTICALITY OF DOING NEW LEASE AND OBTAINING ALL APPROVALS IN 12 MONTHS: Page 1, paragraph 1, last sentence - "Sea World reserves the right to require that the parties enter into a new lease..."

Prior Comment: CEQA issue and practical concern with timing. Also, we would be willing to work on a restatement of the Sea World lease after the Lease Amendment has been executed.

Prior Suggestion: Delete the last sentence and add the following: "The City agrees to work on a lease restatement after execution of the Lease Amendment."

Prior Alternative Suggestion: Because of CEQA, change "require" to "request".

Last Meeting: We discussed the possibility of extending the 12 month period to a more reasonable time frame and revising wording so as to not run into CEQA problem.

CLARIFICATIONS & 12 MONTH ISSUE: Page 1, section 1. Consideration, line 6 and 7 - "...and all required governmental approvals for the Lease Amendment and the proposed development provided therein have not been obtained on or before the expiration of twelve (12) months following Sea World's payment of the consideration, then the Consideration shall be credited against rent..."

Prior comment: What does this mean? coastal commission? building permits?

Last Meeting: Yes, it means building permits. What if the

lease amendment has been executed, but all governmental approvals not obtained. Then is \$1.2 million due as a credit, if neither party extends. If so, Sea World still has the lease amendment (and according to the hazardous waste provision the City could be responsible for an additional payment of \$1.2 million).

**CASH PAYMENT ISSUE:** Page 1, section 1. Consideration, line 12 - "... or if the Existing Lease is no longer then in effect, the ..."

Prior comment: Doesn't seem likely that the lease would not be in effect. Sentence as proposed would require us to encumber funds in the budget (and obtain an auditor's certificate).

Prior suggestion: Add "...or if the Existing Lease is no longer then in effect as a result of action by the City, the..."

**CLARIFICATION REGARDING PROCESS:** Page 2, section 1 (continued from previous page), paragraph at the top of the page - "...and all required governmental approvals to the effectiveness of the Lease Amendment and the proposed development referred to therein have been obtained..."

Again, what does this mean? building permits? Is Sea World planning on trying to obtain all approvals and permits and then executing the Lease Amendment?

**CASH PAYMENT ISSUE:** Page 2, section 1, last sentence - "...is no longer in effect."

Prior comment: Again, the sentence proposed would require City to encumber funds in the budget (obtain an auditor's certificate).

Prior suggestion: Add "... is no longer in effect as a result of action by the City."

**CEQA ISSUE:** Page 2, section 2, sentence 2 - Clarification. Change "parties" to "City Manager's and Sea World's"

**OTHER CLARIFICATIONS:** Page 2,  
Section 2 Term,

Line 7 - Add "Manager" after "City".

Line 11 - Add "Manager" after "City".

**IF GOVERNMENTAL APPROVALS NOT OBTAINED WITHIN 3 YEARS, LEASE AMENDMENT IS REVOKED:** Last Sentence - We should indicate that regardless of what it may say elsewhere in the letter of intent,

the \$1.2 million, the new premises, and the lease term extension are all tied together and if all governmental approvals are not obtained within 3 years of execution of this letter of intent, the lease amendment will be revoked.

**DEVELOPMENT COSTS:** Page 4, section 7, "...\$5,000,000, including but not limited to improvements to the new premises..." This was \$2,000,000 to the new premises.

Prior comment: Requires further discussion.

Last Meeting: Commit to something on this site.

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Prior comment: Requires further discussion.

Last Meeting: Discussion regarding leaving this silent.

**Other:**

**NO DOUBLE PAYMENT:** Also, there should not remain any possibility that the City may be responsible for any combination of rent credit(s) and cash payment(s) exceeding the \$1.2 million.

## SEA WORLD LETTER OF INTENT

### SUMMARY OF ISSUES

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Prior comment: What does this mean? coastal commission? building permits?

Last Meeting: Yes, it means building permits. What if the

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9/23/92  
SPK

All asterisked fields  
must have data entered.  
Others optional.

PROPERTY MANAGEMENT  
Job Assignment Sheet

\*Job No.: 220389 005 \*Agent: HL6 Fierno  
Groarke

\*Date Assigned: 9/28/92 Date Due: 11/1/94

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP  
Other = OT Negotiate Rents

\*Client: Sea World (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Percentage Rate Adjustment (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: Mission Bay (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2004

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agnt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: \_\_\_\_\_

Comments: Article III 5 (12/12/83 ER-259,814)

Agents Log: Negotiations settled in early 1996. Agreed to a 3% "surcharge" on S.W.'s rent to City. During 90 rate negotiations, parties began talks re: adding adjacent 16.5 parcel to S.W.'s lease. That project handled as a separate job. Inf 5-23-96

\*Job Completion Date: 5-23-96 \*Status: S1 = Complete

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No X  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*File: Leases - Sea World, Inc/02 (current) (50)

Data Entry: 6/3/96 Sat MLB  
(Date) (By) Supervisor's Signature

(CWG: 3-25-91)

All asterisked fields must have data entered. Others optional.

PROPERTY MANAGEMENT

Job Assignment Sheet

\*Job No.: 220389 028 \*Agent: L M F

\*Date Assigned: 10-13-94 Date Due: \_\_\_\_\_

\*Job Type: Lease = LS; Permit = PR; Amendment = AM; Sub-Lease = SL  
Audit = AD; Inspection = IN; Spec Proj. = SP;  
Other = OT \_\_\_\_\_ (20)

\*Client: Sea World (50)  
(Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

\*Project Name: Killer Whale Pool Addition (50)  
(Job Title, Common Name, Facility No., CIP No., Other)

\*Area: Mission Bay (50)  
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

\*Operation Account: 2005

Thomas Bros. Coord: \_\_\_\_\_ Council District: \_\_\_\_\_

Priority: (Circle One) Bill Dept.: \_\_\_\_\_  
P1 Due Date Firm; P3 Supv Adj. \* (Blank if Property Dept.)  
P2 Director Adj.; P4 Agnt Adj. (ie: Water Util, E&D, etc.)

Revised Due Date: \_\_\_\_\_

Comments: 11-10: Both M.B. Park & Facilities Committees  
liked this project. No further action for  
now. Flu 1 mo. & check progress & copies  
of meeting minutes. - Imb// 11-16 Spoke to  
Doug McHenry, S.W. may need Grading/Land  
Devel. permit. He'll v & let me know. In  
to call Greg Gourley @ S.W. + advise.

Plan File No: A100477-95 (226-3998) <over>

\*Job Completion Date: 5-24-96 \*Status: S1 = Complete  
S2 = Abandoned  
S3 = Transferred  
S4 = Cancelled

\*\* CLOSE IN AUDITORS: Yes \_\_\_\_\_ No X

\*File: Leases - Sea World, Inc. / 02 (50)

Data Entry: 5/29/96 RFC MLB  
(Date) (By) Supervisor's Signature

(CWG: 3-25-91)

11-16: Due to existing/approved Master Plan, no grading or land development permits will be required. Doug McHenry in EAS will respond directly to S.W. & advise no further action is required for City. -lmf

5-24-96: Exhibit construction completed & will open to public 5/25/96.  
Job complete. /lmf

Sea World/02

Post-It<sup>TM</sup> brand transmittal memo 7671

# of pages - 4



THE CITY OF

SAN DIEGO

 PARK & RECREATION DEPARTMENT • COAST GUARD DIVISION  
 SAN DIEGO, CALIFORNIA 92109-8398 • TELEPHONE: (619) 221-8901

|                 |                   |
|-----------------|-------------------|
| To: Linda Fiero | From: Mike Behan  |
| Co. (FYI)       | Co. Linda LaChusa |
| Dept.           | Phone #           |
| Fax #           | Fax #             |

May 22, 1996

Sea World of California  
 Attn: Don Ludwig  
 1720 South Shores Road  
 San Diego, CA 92109-7995

**SUBJECT: RIGHT OF ENTRY PERMIT - SEA WORLD OF CALIFORNIA**

Gentlemen:

The City of San Diego ("City") hereby grants permission to Sea World of California ("Permittee") to enter upon City-owned property ("permit area"), as delineated on the attached Exhibit "A", upon the following terms and conditions:

1. Permittee's use of the permit area shall be limited to the use of a undeveloped portion of South Shores Park. This area is adjacent to the Sea World lease hold to the west and the developed portion of South Shores Park to the east as delineated on the attached Exhibit "A". It is the Permittee's responsibility to be aware of any closures and to abide by any and all State, City and Mission Bay Park rules and regulations.
2. Consideration to City for granting this permit shall be \$ .01 per square foot of park land per day. The area needed to park approximately 350 vehicles is 90,000 square feet. Your cost per day is \$900 (unless 30 day calendar days advance cancellation notice is provided in writing to our office). Payment to the City of San Diego will be **DUE BY NO LATER THAN October 4, 1996**. A late payment is subject to a 5% late charge increasing to 10% after 15 days delinquency.
3. This permit shall be in effect on the following dates in 1996: May 26; June 22 and 23; July 4, 20, 27; August 3, 10, 17, 24 and 31; and, September 1.
4. Permittee certifies that they maintain a comprehensive risk management program which includes responsible levels of self-retention and insurance in which "The City of San Diego" is named as an additional insured.
5. Permittee agrees to defend, indemnify, protect, and hold City and its agents, officers, 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 Permittee's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its agents, officers, or employees in performing the work or services herein and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.



DIVERSITY  
BRINGS US ALL TOGETHER

**SEA WORLD OF CALIFORNIA**  
**Right Of Entry Permit**  
**Page 2**

6. All risks in connection with Permittee's use of the permit area and any damages thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
7. Permittee shall not use the permit area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
8. This permit is revocable with 48 hours notice by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.
9. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.
10. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the permit area.
11. Permittee shall not assign any rights granted by this permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this permit.
12. No signs shall be displayed on the permit area without the prior written consent of the City Manager.
13. Permittee shall maintain complete and accurate records in accordance with generally accepted accounting principles. Such records shall be available for review and audit upon reasonable request by City.

**SEA WORLD OF CALIFORNIA**  
Right Of Entry Permit  
Page 3

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it, with the insurance certificate, to the Park and Recreation Department, Coastline Parks and Golf Division, at 2581 Quivira Court, San Diego, CA 92109.

If you should require additional information or have any questions, please call Michael J. Behan, Mission Bay Park Manager, at 221-8912.

Respectfully,

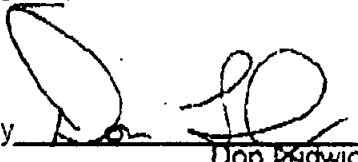
**MICHAEL J. BEHAN**  
Mission Bay Park Manager

mjb/lvl

Attachment - Exhibit "A"

cc: County Assessor  
City Property Department  
City Auditor  
City Financial Management  
Mission Bay Marina

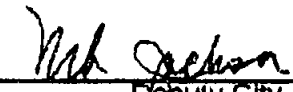
THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
19

By  \_\_\_\_\_  
Don Ludwig  
Vice President  
Park Operation/Entertainment

By  \_\_\_\_\_  
Cherry Ray Dimoff  
Vice President  
Finance

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By  \_\_\_\_\_  
Deputy City Attorney

(SEAWLD96.ROE)  
5-22-96;lvl  
mjb/rgtentry/seawld96

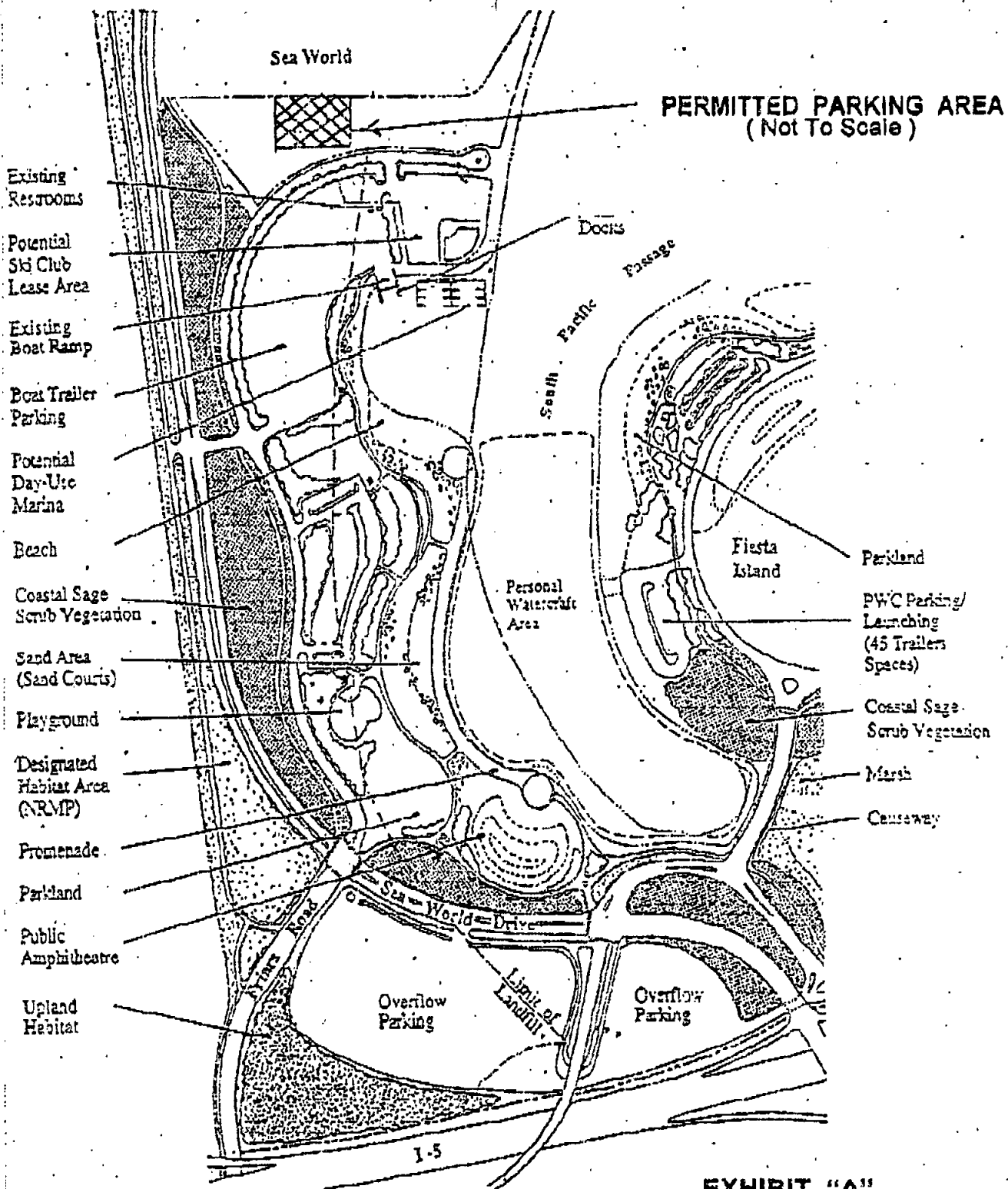
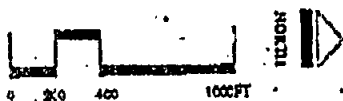


EXHIBIT "A"



## South Shores Concept Plan

Figure 31

## LEGEND

■ Proposed Restrooms



**Busch Entertainment  
Corporation**  
ONE OF THE ANHEUSER-BUSCH COMPANIES

## **WILLIAM A. DAVIS TO HEAD SEA WORLD OF CALIFORNIA**

**ST. LOUIS, Mo., January 20, 1997** — Busch Entertainment Corporation (BEC), the family entertainment subsidiary of Anheuser-Busch Companies, Inc., today announced that William A. Davis, executive vice president and general manager of Sea World of Florida, will assume the top post at Sea World of California March 1. Davis replaces C. Michael Cross whose retirement is effective February 15.

Davis is replaced by Sea World of Ohio executive vice president and general manager Victor G. Abbey.

"These changes will ensure BEC's continued growth and encourage the development of our management team to address the challenges of the future," said John B. Roberts, BEC chairman and president. "Bill brings many years of leadership, expertise and the proven ability to head successful operations to his new positions. Mike has been a key member of our management group for many years. We wish him well."

Davis has worked within the four-park Sea World system for more than two decades. He started his Sea World career in 1973 as a photographer in the San Diego park. Davis has held a number of marketing and sales positions for the Sea World parks. Prior to his 1988 transfer to Sea World of Florida as general manager, Davis served as president of Sea World of Ohio. He holds a bachelor's degree in marketing from San Diego State University.

The Anheuser-Busch Theme Parks include Busch Gardens in Tampa Bay and Williamsburg, Va.; Sea World marine life parks in Orlando, San Diego, San Antonio and Cleveland; Sesame Place near Philadelphia; Adventure Island in Tampa Bay and Water Country USA in Williamsburg.

For more information, contact Fred Jacobs, Busch Entertainment Corporation public relations director, at 314/577-4846.