

COPY

SECOND AMENDMENT TO
PERMIT AGREEMENT

THIS SECOND AMENDMENT TO PERMIT AGREEMENT is executed by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY" and "THE STATE OF CALIFORNIA, DEPARTMENT OF PARK AND RECREATION," hereinafter called "PERMITTEE."

WHEREAS, CITY and PERMITTEE heretofore entered into a "Permit Agreement" executed by CITY on April 6, 1977, a copy of which is on file in the Office of the City Clerk as Document 758936.

WHEREAS, CITY and PERMITTEE intend to amend said Permit Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CITY and PERMITTEE agree as follows:

- A. Exhibit "A" of said Agreement is hereby deleted and Exhibit "A" attached hereto is hereby substituted therefor.
- B. The following sections are hereby added to the agreement:
 9. Political Activities. The permit area shall be used exclusively for the purposes specified in Section 1, Uses, hereof. The permit area shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan.
 10. Acceptance of Premises. By signing this agreement, Permittee represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. Permittee agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this agreement. Permittee further acknowledges that the premises are in the condition called for by this agreement, that CITY has performed all work with respect to the premises, and that Permittee does not hold CITY responsible for any defects in the premises.
 11. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by Permittee without prior written approval by the City Manager. Further, Permittee agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve Permittee of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be

DOCUMENT NO. **AA-281591**
MAR 15 1993
FILED
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

COPY

obligated by this agreement to make or assume any expense for any improvements or alterations.

12. Signs. Permittee agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, Permittee agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at Permittee's cost.
13. Hazardous/Toxic Waste. Permittee will not allow the installation of underground storage tanks or release of hazardous substances in, on, or under or from the premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the City Clerk's Office as City Clerk Document 769704.

In the event of any release of a hazardous substance, Permittee shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

Permittee agrees to assume the defense of, indemnify and hold the CITY harmless from any and all claims, costs and expenses related to environmental liabilities resulting from Permittee's operations on the premises, including, but not limited to, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damage for injury to natural resources or the public, and costs of any health assessment or health effect studies.

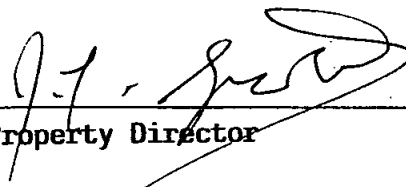
14. Equal Opportunity. The State of California further agrees to monitor any and all contractors, subcontractors, independent contractors and employees for compliance with Equal Opportunity and nondiscrimination requirements and to hold CITY harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions rising therefrom.

Except as modified herein, all other terms and conditions of the Permit Agreement shall remain in full force and effect.

This Second Amendment to Permit Agreement shall be effective on the first day of the calendar month following execution by the City Manager.

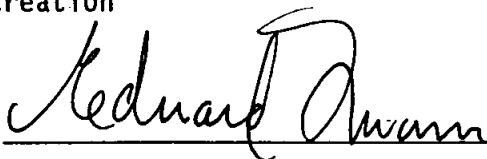
THE CITY OF SAN DIEGO

Date MAR 15 1993

By 
Property Director

STATE OF CALIFORNIA, Department of Park & Recreation

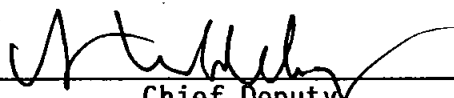
Date Oct. 27, 1992

By 

Date _____

By _____

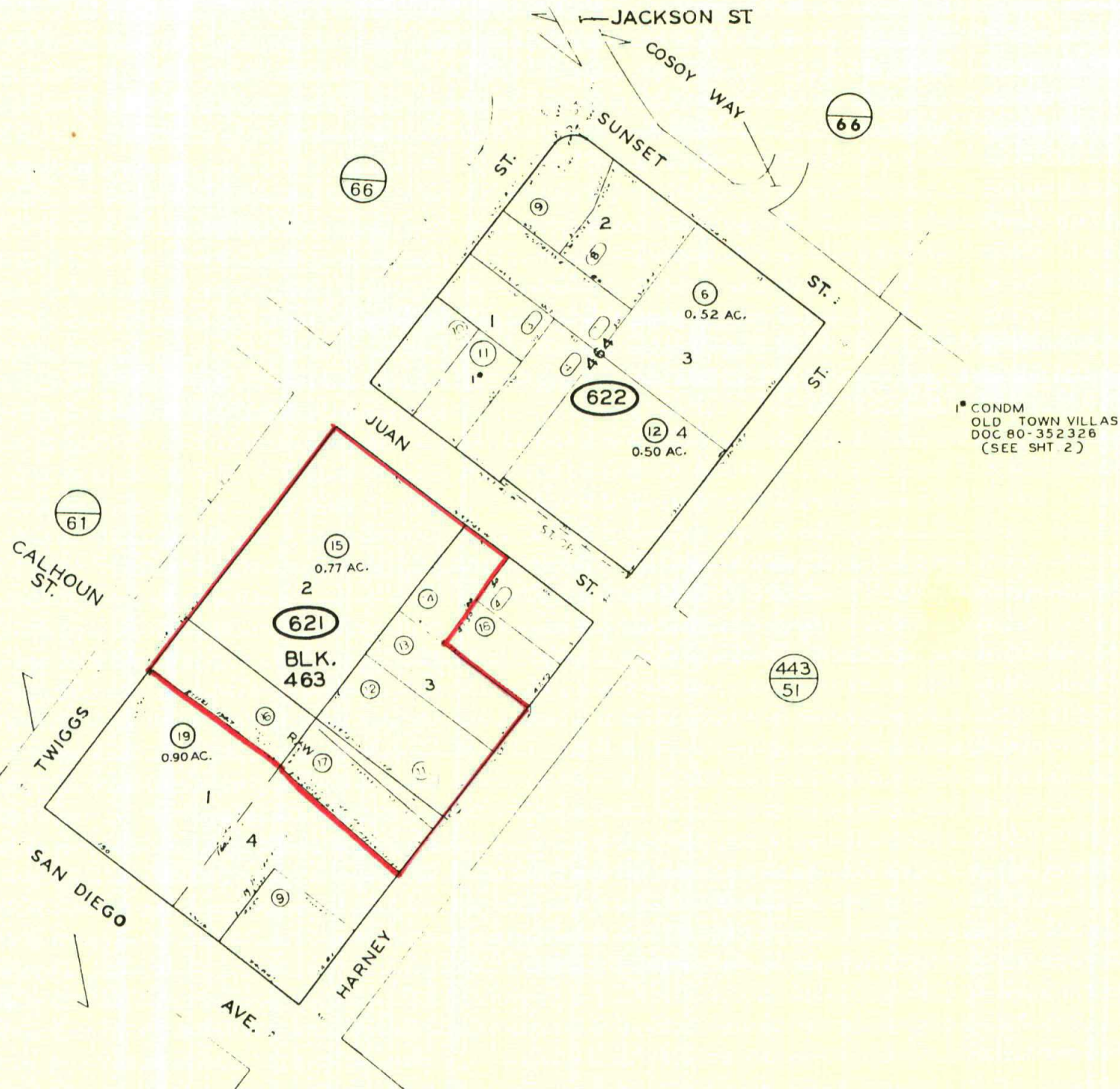
APPROVED AS TO FORM AND LEGALITY THIS 22 DAY OF March, 1993,
JOHN W. WITT, City Attorney

BY 
Chief Deputy

CEBK:st(3)
10/12/92

RECEIVED
OCT 16 PM
FRONTIERA DISTRICT

1303

[illegible]

(R-93-1271)

RESOLUTION NUMBER R- 281591

ADOPTED ON MAR 15 1993

BE IT RESOLVED, by the Council of The City of San Diego,
that the City Manager is hereby authorized to execute, for and on
behalf of the City of San Diego, a Second Amendment to Permit
Agreement with THE STATE OF CALIFORNIA, DEPARTMENT OF PARK AND
RECREATION, which amendment shall include an additional parking
area, and update the permit agreement with current conditions,
under the terms and conditions set forth in that Second Amendment
to Permit Agreement on file in the office of the City Clerk as
Document No. RR- 281591 .

APPROVED: JOHN W. WITT, City Attorney

By Ann Y. Moore
Ann Y. Moore
Deputy City Attorney

AYM:ps
02/05/93
Or.Dept:Prop.
Job:221516
R-93-1271
Form=r-t

Passed and adopted by the Council of The City of San Diego on March 15, 1993 by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Stevens, Behr, Stallings, McCarty,
Vargas, 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: RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 281591, passed and adopted by the Council of The City of San Diego, California on March 15, 1993.

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

(SEAL)

By: Blonda R. Barnes, Deputy

PROPERTY DEPARTMENT

File - legal
DOCUMENT NO. 759471

FILED JUN 2 1977
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

FIRST AMENDMENT TO PERMIT AGREEMENT

This agreement, executed this 16th day of April, 1977,
by and between THE CITY OF SAN DIEGO, a municipal corporation
(CITY) and the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND
RECREATION (PERMITTEE):

WHEREAS, by Permit Agreement executed July 3, 1973, filed as
Document No. 745002, in the Office of the City Clerk, CITY rented
to PERMITTEE certain real property located in a portion of Block
463, Old San Diego, more particularly described in said Permit
Agreement; and

WHEREAS, the parties hereto now desire to amend said Permit
Agreement in the manner herein set forth;

NOW, THEREFORE, CITY AND PERMITTEE HEREBY AGREE:

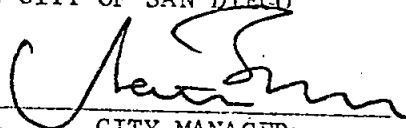
Exhibit "A" of said agreement is hereby
deleted and Exhibit "A" attached hereto
is hereby substituted therefor.

This First Amendment to Permit Agreement shall be effective upon the date of execution by the City Manager.

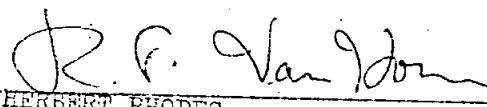
Nothing herein is intended to alter or amend any other covenant or condition of said Permit Agreement.

THE CITY OF SAN DIEGO

DATE APR 6 1977

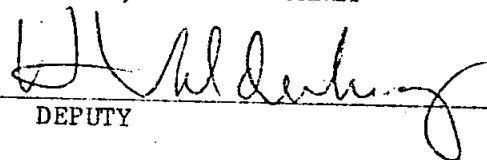
BY 
ASSISTANT TO THE CITY MANAGER

STATE OF CALIFORNIA, DEPARTMENT OF
PARKS AND RECREATION

BY 
HERBERT RHODES
Director

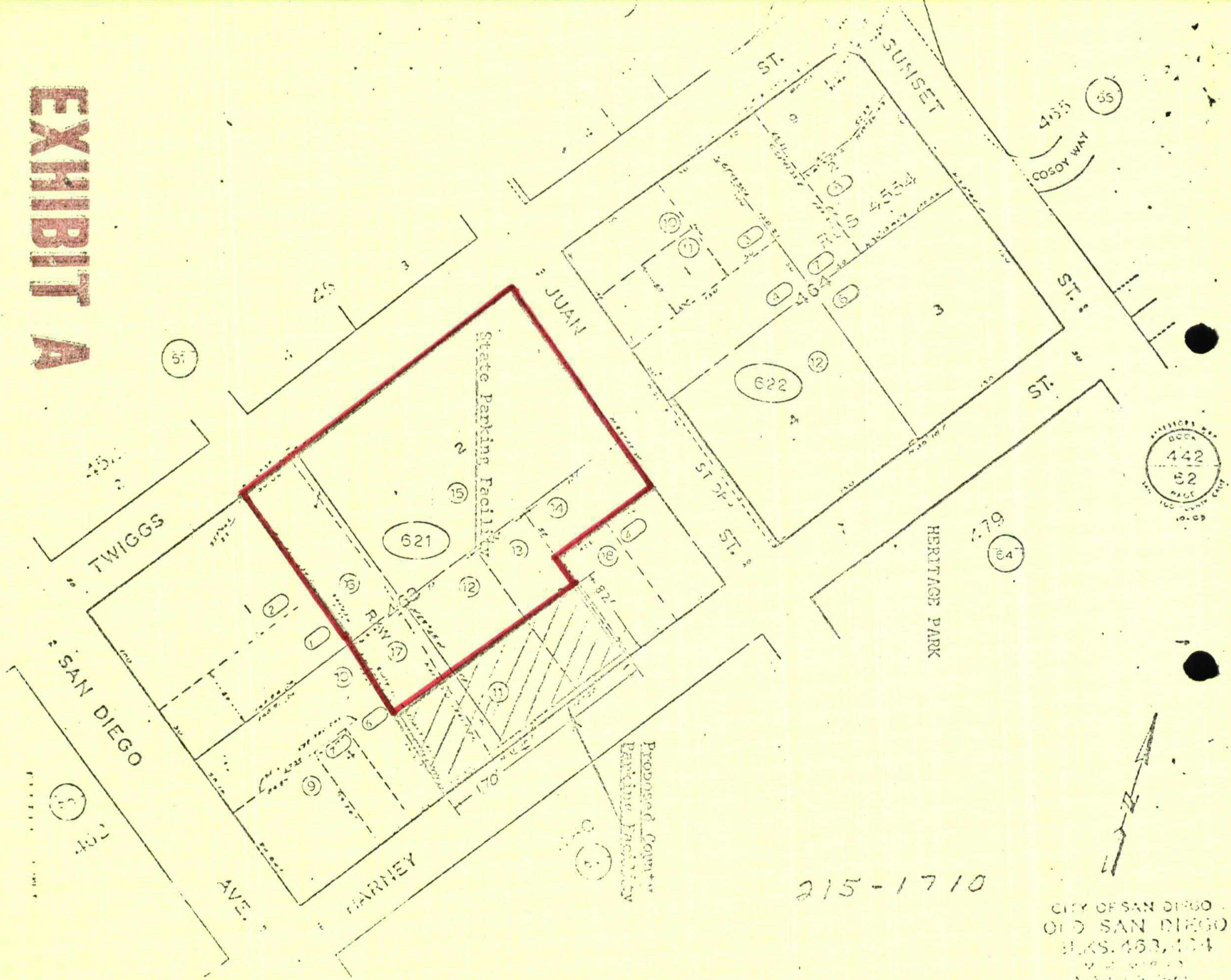
APPROVED as to form and legality this 22 day of April, 1977

JOHN W. WITT, CITY ATTORNEY

BY 
DEPUTY

218120

EXHIBIT A



215-1710

CITY OF SAN DIEGO
 OLD SAN DIEGO
 BLKS. 463, 464
 MAP 10-63

RECEIVED

APR 22 '77

Jane Humes
Property 31A

Property Dept.

RESOLUTION No. 218120(R- 77-1398
(REV.))Adopted on APR 6 1977

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

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, a First Amendment to Lease Agreement between City and State of California, Department of Parks & Recreation, amending that certain agreement on file in the office of the City Clerk as Document No. 745002, revising Exhibit A attached thereto, under the terms and conditions set forth in the form of First Amendment to Agreement on file in the office of the City Clerk as Document No. 758936.

BE IT FURTHER RESOLVED, that this resolution shall take effect and be in force on the effective date of Ordinance No. 12054, New Series.

APPROVED: JOHN W. WITT, City Attorney

By *H. Valderhaug*
Harold O. Valderhaug, DeputyV:sml
8-77:3-21-77
.Dept.:Property
b:12224