



from

WILLIAM R. KNOWLES

AGRICULTURAL LEASE MANAGER

May 16, 1988

MEMO

Mr. Gerald Gorman;

We changed the effective date on the Assignment to Lease Agreement from Jan 1, 1980 to May 1, 1988 to make it the same as indicated on the Consent to Assignment.

Bill Witman has an original copy of this paperwork.

Bill Knowles

CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

ASSIGNMENT TO LEASE AGREEMENT

The City of San Diego consents to the assignment of the L. P. Ranches, Inc., Lease Agreement to WITMAN RANCH, INC., effective May 1, 1988, subject to the following conditions:

All back rent and late payment charges due City shall be paid on or before May 1, 1988. This includes an audit deficiency of \$42,027.90, minimum rent due for the 1st and 2nd quarters of \$2,600 and related charges amounting to \$260, for a total of \$44,887.90.

Both the City Manager of San Diego and WITMAN RANCH, INC., agree that a proposed Lease Amendment shall be processed to the City Council, incorporating the changes indicated below, within six months following the effective date of the assignment.

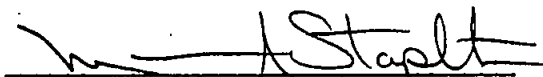
1. Paragraph (d) 29, IMPROVEMENT OF CHANNEL, of the L. P. Ranches, Inc., Lease Agreement, shall be deleted in its entirety and replaced with the following provision: "The City of San Diego shall have sole right to maintain the Santa Ysabel Creek channel throughout the leased premises. Said maintenance may include widening and deepening the creek channel to the City's satisfaction, removing all excess sand from the channel, stockpiling it along the channel banks and/or removing it from the premises. Sand that is determined by City to be excess may be sold, exported or otherwise disposed of at the sole discretion of the City. All revenues received from the sale of excess sand shall belong solely to the City." Anything to the contrary herein notwithstanding, City shall not be obligated to provide any channel maintenance whatsoever and WITMAN RANCH, INC., agrees to hold the City harmless and indemnify City for damages resulting from failure to maintain the channel. Further, WITMAN RANCH, INC., agrees that the City may maintain the Channel, and, if necessary, widen it to a maximum width of not more than 300 feet, as determined by City, without any reduction in rent payable by WITMAN RANCH, INC., to the City; provided, however, if productive farmland is taken in connection with channel maintenance, the rent shall be adjusted by the City Manager to equitably reflect the value of the property taken.
2. Paragraph (B), TERM, shall be amended to extend the term for a period ending on December 31, 2016.

WITMAN RANCH, INC., has been advised and is fully aware that the extension of the term of the L. P. Ranches, Inc., Lease Agreement is subject to approval by the City of San Diego Council and that the City Council has the sole and absolute discretion to either approve or disapprove the extension.

THE CITY OF SAN DIEGO

Dated 5/12/88, 1988

By


Deputy City Manager

LESSEE: WITMAN RANCH, INC.

Dated , 1988

By


President

APPROVED AS TO FORM AND LEGALITY THIS 3 DAY OF May, 1988

JOHN W. WITT, CITY ATTORNEY

BY 
Deputy

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

The City of San Diego (CITY), as lessor under that certain Lease Agreement entered into with DENNIS L. LINDSHIELD, which was subsequently assigned to L.P. RANCHES, INC.

(LESSEE), dated Nov. 13, 1969 and filed in the Office of the City Clerk as Document 730192 hereby consents to the Assignment of that Lease Agreement WITMAN RANCH, INC.

(ASSIGNEE) in accordance with the terms and conditions set out in the attached Assignment of Lease Agreement entered into by Lessee and said Assignee, dated May 1, 1988 and in accordance with additional conditions as follows:
(If none, write "None").

None.

THE CITY OF SAN DIEGO

Dated:

5/3/88

By:

[Signature]

APPROVED AS TO FORM:

JOHN W. WITT, CITY ATTORNEY

Dated:

4/28/88

By:

[Signature]
Deputy

FILED MAY 15 1970OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIAASSIGNMENT OF LEASE

For value received, the undersigned, DENNIS L. LINDSHIELD, whose address is 1462 Maye Place, Escondido, California, 92025, hereinafter referred to as "LINDSHIELD," does hereby sell, assign, transfer and set over to L. P. RANCHES, INC., hereinafter called "ASSIGNEE," all of those certain rights set forth in that certain Lease Agreement dated November 13, 1969, entered into between DENNIS L. LINDSHIELD as Lessee and the City of San Diego, a Municipal corporation in the County of San Diego, State of California. Said assignment is hereby effected pursuant to Paragraph 31 of the aforementioned Lease, which said Lease was recorded in the Office of the City Clerk of the City of San Diego, State of California, on December 2, 1969, as Document No. 730192.

(3) 12118 Dated: May 7, 1970.

Dennis L. Lindshield
DENNIS L. LINDSHIELD