

Campland Lease

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

The City of San Diego ("City"), as Lessor under that original Lease Agreement entered into with Tri-Square Construction Co., Inc., dated November 8, 1967, and filed in the Office of the City Clerk as Document 723339, as amended from time to time as shown on Attachment "1" ("Lease"), which Lease has previously been assigned to Associated Mobile Estates ("Lessee"), hereby consents to the Assignment of that Lease, as amended, to De Anza Campland, LLC ("Assignee") in accordance with the terms and conditions set out in the attached Assignment and Assumption of Lease entered into by Lessee and Assignee, dated as of the effective date of this Consent to Assignment and in accordance with additional conditions as follows:

1. All terms, covenants, and conditions of Lease, as well as all past, present, and future obligations thereunder, shall apply to, benefit, and bind Assignee, its successors and assigns.
2. City releases Lessee from liability for any default under the Lease subject to a final audit to determine whether minimum or percentage rents were paid as required under the Lease.
3. If such final audit results in a determination that minimum or percentage rents were underpaid during the period since the last audit, Assignee shall be liable to City for such amount. If such final audit results in a determination that they were overpaid, then City shall be liable to Assignee for such amount.
4. Assignee agrees to obtain and provide City with certificate of insurance as per terms of Lease, effective as of the recording of the Assignment.
5. From and after the date of the Assignment, Lessee shall have no further obligation under the Lease.
6. Lessee and City warrant and represent that the Lease is in full force and effect, unmodified except as described in this Consent.

The effective date of this Consent to Assignment shall be July 26, 1999.

(Signatures on next page.)

The City of San Diego

Dated: 7/27/99

By Joe E. Vukobratovic
City Manager

APPROVED AS TO FORM AND LEGALITY THIS 26th DAY OF
July, 1999.

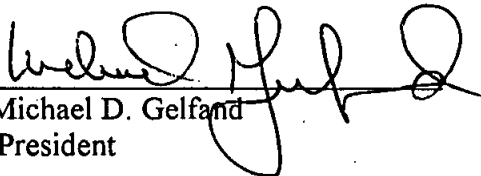
CASEY GWINN, City Attorney

By Prescilla Dwyer
Deputy City Attorney

(Signatures continued on next page.)

ASSIGNEE:

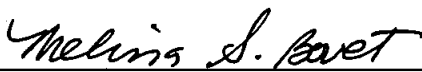
DE ANZA CAMPLAND, LLC,
a Delaware limited liability company
By Gelfand Properties, LLC, Its Manager
By De Anza Corporation, Its Manager

By 
Michael D. Gelfand
President

STATE OF CALIFORNIA)
)SS:
COUNTY OF SAN DIEGO)

On July 12, 1999, before me, MELISSA S. BOVET, a Notary Public for the State of California, personally appeared MICHAEL D. GELFAND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Attachment "1"

CAMPLAND ON THE BAY

San Diego, California

GROUND LEASE AND AMENDMENTS

1. Lease Agreement dated November 8, 1967, between the City of San Diego and Tri-Square Construction Co., Inc., Document No. 723339, Office of the City Clerk
2. First Amendment to Lease Agreement dated January 23, 1969, Document No. 726824, Office of the City Clerk
3. Second Amendment to Lease Agreement dated March 10, 1970, Document No. 731191, Office of the City Clerk
4. Third Amendment to Lease Agreement dated June 15, 1977, Document No. 759649, Office of the City Clerk
5. Fourth Amendment to Lease Agreement dated August 22, 1983, Document No. RR-259130, Office of the City Clerk

ASSIGNMENT AND ASSUMPTION OF LEASE

For valuable consideration, the receipt of which is conclusively acknowledged, Associated Mobile Estates, a California limited partnership ("Assignor"), hereby assigns to De Anza Campland, LLC, a Delaware limited liability company doing business in California ("Assignee"), all of Assignor's right, title and interest as lessee under that certain Lease Agreement entered into by the City of San Diego ("Lessor") and Tri-Square Construction Co., Inc., dated November 8, 1967, and filed in the Office of the City Clerk as Document 723339, as amended from time to time as described on Attachment "1" ("Lease"), including without limitation all prepaid rents and deposits.

Assignee hereby accepts the foregoing assignment of Lease and assumes all of the rights and obligations of the lessee under said Lease.

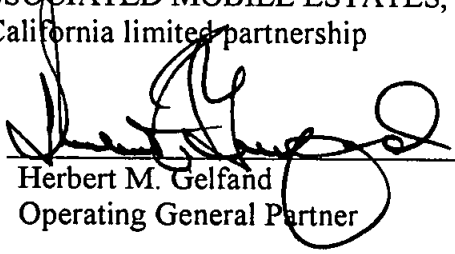
Assignor warrants and represents that the Lease is in full force and effect, unmodified except as provided on Attachment "1", has not been previously assigned by Assignor, and there is no default on the part of Assignor as lessee or on the part of Lessor, and there exists no condition that with the passage of time or the giving notice or both, would constitute such a default.

This Assignment and Assumption of Lease shall be effective upon the effective date of the Consent to Assignment of this Lease Agreement by the City of San Diego.

ASSIGNOR:

ASSOCIATED MOBILE ESTATES,
a California limited partnership

By


Herbert M. Gelfand
Operating General Partner

(Signatures continued on next page.)

ASSIGNEE:

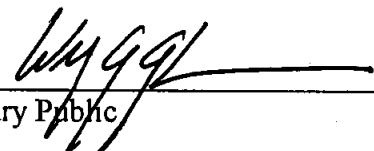
DE ANZA CAMPLAND, LLC,
a Delaware limited liability company
By Gelfand Properties, LLC, Its Manager
By De Anza Corporation, Its Manager

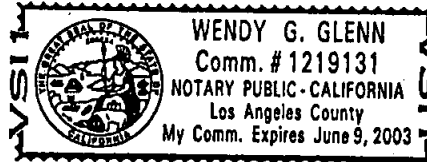
By 
Michael D. Gelfand
President

STATE OF CALIFORNIA)
)SS:
COUNTY OF LOS ANGELES)

On July 9, 1999, before me, Wendy G. Glenn, a Notary Public for the State of California, personally appeared HERBERT M. GELFAND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



STATE OF CALIFORNIA)
)SS:
COUNTY OF SAN DIEGO)

On July 12, 1999, before me, MELISSA S. BOVET, a Notary Public for the State of California, personally appeared MICHAEL D. GELFAND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Attachment "1"

CAMPLAND ON THE BAY

San Diego, California

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State of Delaware
Office of the Secretary of State

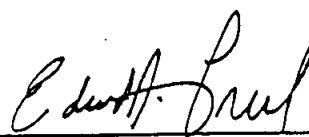
PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "DE ANZA CAMPLAND, LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF MARCH, A.D. 1999, AT 2 O'CLOCK P.M.



3011276 8100

991080423


Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

9605138

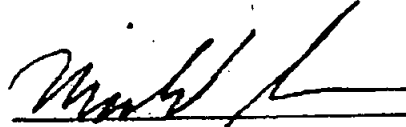
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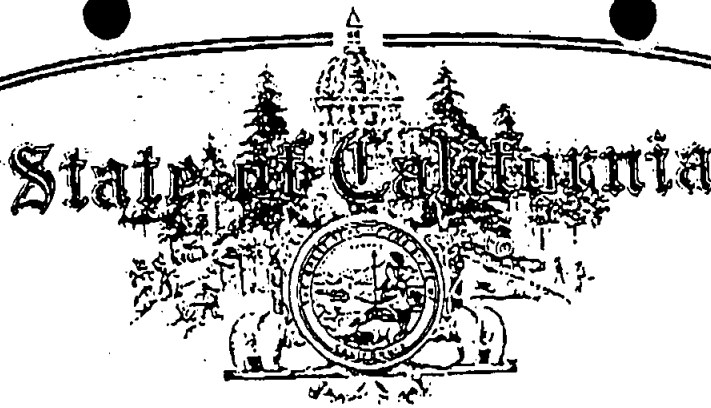
STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
DE ANZA CAMPLAND, LLC

1. **Name.** The name of the limited liability company is De Anza Campland, LLC.
2. **Registered Office.** The address of its registered office in the State of Delaware is c/o National Corporate Research, Ltd., 9 East Loockerman Street, Dover, 19901, County of Kent.
3. **Registered Agent.** The name of its registered agent for service of process in the State of Delaware is National Corporate Research, Ltd., 9 East Loockerman Street, Dover, 19901, County of Kent.
4. **Duration.** The latest date on which the limited liability company is to dissolve is February 24, 2099.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the 2nd day of March, 1999.

By:


Michael Silverman
Authorized Person



SECRETARY OF STATE

CERTIFICATE OF REGISTRATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the 30th day of April, 1999, **DE ANZA CAMPLAND, LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of the State of Delaware as **DE ANZA CAMPLAND, LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, **SUBJECT, HOWEVER, TO:**

(a) any licensing requirements otherwise imposed by the laws of this State and;

(b) that subject limited liability company shall transact all intrastate business within this State under the above name elected by it.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this 3rd day of May, 1999.



Bill Jones
BILL JONES
Secretary of State



STATE OF CALIFORNIA

Bill Jones
Secretary of State

LLC-5

LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION

IMPORTANT - Read the instructions before completing the form.

This document is presented for filing pursuant to Section 17451 of the California Corporations Code.

1. Name under which the foreign limited liability company proposes to transact business in California:
(End the name with LLC, L.L.C. Limited Liability Company or Ltd. Liability Co.)

De Anza Campland, LLC

2. Name of the foreign limited liability company, if different from that entered above:

3. State (or other jurisdiction) and date of formation of the foreign limited liability company:

Jurisdiction: Delaware

Date of formation: March 2, 1999

4. Enter the name and address of the agent for service of process and check the appropriate provision below:

Michael Silverman

☒ an individual residing in California.

☐ a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code.
Skip Item 5 and proceed to Item 6.

5. If the agent for service of process is an individual, enter a complete business or residential address:

Address: 1900 Avenue of the Stars, Suite 1900

City: Los Angeles

State: CA

Zip Code: 90067

6. The Secretary of State of California is hereby appointed as the agent for service of process on the foreign limited liability company if the designated agent has resigned and has not been replaced or cannot be found and served with exercise of reasonable diligence.

7. Address of the principal executive office:

Address: 9171 Wilshire Blvd., Suite 627

Beverly Hills CA 90210

City:

State:

Zip Code:

8. Address of the principal office in California, if any:

Address: 9171 Wilshire Blvd., Suite 627

Beverly Hills

City:

State: CA

Zip Code: 90067

Describe type of business of the Limited Liability Company.

Real Estate Ownership and Operations

Declaration: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

By Gelfand Properties, LLC, a California limited liability company, its Manager

By De Anza Corporation, its Manager

Signature of authorized person

By Sheila Schrank, its Vice President

Type or print name and title

Date:

, 19

For Secretary of State Use

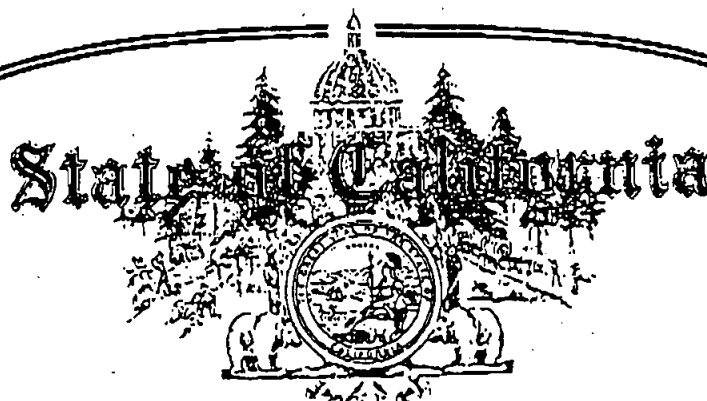
File No. 199912310003

FILED

In the office of the Secretary of State
of the State of California

APR 30 1999

Bill Jones
BILL JONES, Secretary of State



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 3 1999



Bill Jones

Secretary of State

ASSIGNMENT AND ASSUMPTION OF LEASE
AND
CONSENT TO ASSIGNMENT AGREEMENTFILED JUN 15 1977
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

THE CITY OF SAN DIEGO, a municipal corporation as Lessor (CITY), MISSION BAY, INC., a Delaware corporation (ASSIGNOR), and ASSOCIATED MOBILE ESTATES, a California Limited Partnership (ASSIGNEE), do agree as follows:

1. ASSIGNOR hereby transfers and assigns to ASSIGNEE all its right, title and interest in and to that certain Lease Agreement dated November 8, 1967, between CITY; as Lessors, and Tri-Square Construction Co., Inc., a California corporation, as Lessee, filed in the Office of the City Clerk as Document No. 723339, which Lease as amended has been assigned to ASSIGNOR, by an assignment and amendment filed in the Office of the Clerk as Document Nos. 727225 and 726824 respectively, covering premises more particularly described in said Lease Agreement.
2. ASSIGNEE hereby assumes all rights and obligations of ASSIGNOR as Lessee under said Lease Agreement as amended, and agrees to keep and perform all covenants, conditions and provisions of said Lease Agreement as amended.
3. CITY hereby consents to the aforesaid assignment and releases ASSIGNOR from any and all further obligations under the Lease Agreement as amended.
4. This Agreement will become effective upon the later of the date of execution hereof by CITY or receipt by the City Manager of the City of evidence satisfactory to the City Manager of the closing of the transactions contemplated by that certain Option Agreement between ASSIGNEE and ASSIGNOR dated April 8, 1975, a copy of which Option Agreement is on file in the Office of the City Clerk as Document No. 759623 the form and content of which Option Agreement, together with the note and deed of trust attached thereto, are acceptable to CITY. In the event that neither of the above has been completed by December 31, 1977, then this Assignment will be declared null and void and of no further effect.

5. City hereby consents to the hypothecation of the leasehold interest by a deed of trust given as collateral security to Peninsular Life Insurance for the payment of a purchase money promissory note in the original principal sum of \$2,500,000, all as described in that certain Option Agreement heretofore referred to.
6. Peninsular Life Insurance hereby agrees that in the event it retakes possession of and by virtue of the terms of its aforementioned Deed of Trust securing the aforementioned \$2,500,000 purchase money note, it shall automatically and without further agreement assume and be bound by all of the terms, provisions and covenants of the aforesaid Lease Agreements and all amendments thereto.
7. City hereby acknowledges that the Lease Agreement and all amendments thereto are not in default and that no default on said Lease Agreements or amendments will be claimed by the City at any time hereafter based upon facts arising prior to the date hereof, other than that which may be determined to be due based upon customary audits.

LESSOR:

THE CITY OF SAN DIEGO

DATED: JUN 15 1977

By *J. L. Lockwood*
City Manager

ASSIGNOR:

MISSION BAY INC., a Delaware Corp.

DATED: June 10, 1977

By *William H. McCracken*
President

By *James P. Ramey*
Secretary

PENINSULAR LIFE INSURANCE COMPANY,
a Florida corporation

DATED:

June 10, 1977

By

Robert L. Busch

Vice President

By

James P. Reum

Secretary

ASSIGNEE:

ASSOCIATED MOBILE ESTATES,
a limited partnership

DATED:

June 13, 1977

By

Robert L. Busch

By

Benjamin L. Luman

APPROVED as to form and legality this 15th day of June, 1977

JOHN W. WITT, City Attorney

By

H. Valdez

Deputy

FLORIDA

STATE OF ~~XXXXXXXXXX~~

COUNTY OF DUVAL

SS.

On June 10, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared William H. McCracken known to me to be the President, and James D. Renn

known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Flarence C. Young

(This area for official notarial seal)

FLORIDA

STATE OF ~~XXXXXXXXXX~~

COUNTY OF DUVAL

SS.

On June 10, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Busch known to me to be the Vice President, and James D. Renn

known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Flarence C. Young

(This area for official notarial seal)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On June 13, 1977

before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert M. Gelfand and Benjamin L. Susman

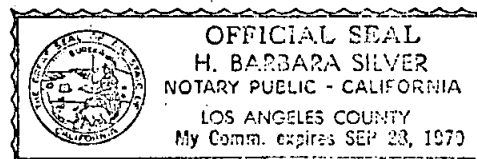
known to me to be Two of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature

H. Barbara Silver
H. Barbara Silver

Name (Typed or Printed)



Feb. Lease-Assignee
Mobile Estates
(Log 21)

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement made and entered into by and between
ASSOCIATED MOBILE ESTATES, A California Limited Partnership (Lessee-
hereinafter called "Borrower"); and The City of San Diego
(hereinafter called "Lessor"); and SMALL BUSINESS ADMINISTRATION (hereinafter called
"ASSIGNEE"); Witnesseth:

WHEREAS, Borrower has heretofore leased from Lessor certain real property
by lease dated November 8, 1967, filed in Office of City Clerk as document #723339,
City of San Diego, State of California for a term of Fifty (50) years and assigned
by document dated June 15, 1977 filed with Office of City Clerk as document #759628
on June 16, 1977, City of San Diego, State of California, and described as follows:

As more particularly described by Exhibit "A" attached hereto and made a part hereof.

AND, Whereas, Assignee has authorized the making of a loan to Borrower in the
amount of THREE HUNDRED THOUSAND DOLLARS and no/100-----(\$300,000.00)
due and payable on or before Eleven years Eight months from date of Note;

AND, Whereas, such loan is for the benefit of both Borrower and Lessor, in that
the funds are to be used for the benefit of the Business conducted on the leased
premises:

Now, Therefore, for and in consideration of the premises and of disbursement
of said loan or any part thereof, Borrower, with the consent of Lessor, hereby Assigns,
Transfers, and Conveys unto Assignee the lease above described, To Have and To Hold
the same for and during the remainder of the term mentioned in the lease, and all
renewals and extensions of said term.

A. Borrower and Lessor further Covenant and Agree:

1. Borrower is not now in default in the performance of lease; and
Borrower and Lessor will each perform the covenants and conditions
required of him by said lease for the term of said loan and any
extensions, substitutions, or renewals of it.
2. Except as otherwise herein permitted, Borrower and Lessor will not,
alone or by agreement between them, modify or terminate said lease
without consent of Assignee.
3. In the event of default by Borrower under the terms of said lease,
Lessor shall have the right to terminate said lease in accordance
with its terms, provided, however, Lessor shall first give Assignee
60 days written notice of such default and the right, at the option
of Assignee, during such period, to cure such default; and during such
period, Lessor will take no action to enforce its claim arising from
such default without Assignee's consent.
4. In the event of any default by Borrower in the performance of any of
the obligations of his note to Assignee evidencing the aforesaid loan,
any renewal, substitution, or extension thereof, or any other agreement
made in connection therewith, including his agreements herein, then,

Assignee, at ~~the~~ option, may without notice using such force as may be necessary, enter said leased premises:

- a. Transfer and assign said lease and Borrower's rights therein to parties satisfactory to Assignee, and upon Assignment, the obligations of said lease shall be binding on said transferee; said transfer and assignment shall be in accordance with the terms and provisions therefor as set out in paragraph _____ of the Master Lease covering the leased premises. In the event Assignee shall make transfer of said lease as provided in Paragraph 4a, Assignee will cure all defaults in said lease, and its sole other obligation shall be the payment of rent which accrued prior to the transfer of said lease.
- B. Lessor agrees to, and does hereby, subordinate any lien it may, now or hereafter, have on the property of Borrower, that is now or hereafter, security for the aforesaid loan, to Assignee's lien or liens on said property and to Assignee's rights herein.
- C. Lessor hereby represents and warrants that title to said leased premises is held by it in fee simple and that it has full power and authority to enter into this agreement.
- D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Witness our hands and seals this 25th day of June, 19 79.

ASSOCIATED MOBILE ESTATES,
A Limited Partnership
(Borrower)

By: Herbert M. Gelfand
Herbert M. Gelfand, General Partner

THE CITY OF SAN DIEGO
(Lessor)

By: John W. Witt

ACKNOWLEDGMENT

State of California)
County of San Diego) SS.

On _____, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ of the City of San Diego, the municipal corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the County of San Diego, State of California, the day and year in this certificate first-above written.

(SEAL)

Notary Public in and for said San Diego
County, State of California

Approved as to form and legality,

this 26 day of June, 19 79

JOHN W. WITT, City
Attorney

By: John W. Witt
Deputy City Attorney

70007 REVISED

Exhibit "A"

PARCEL 11

THOSE PORTIONS OF ACRE LOT 75 OF PACIFIC BEACH, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 854, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; PORTIONS 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 SAID COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, TOGETHER WITH A PORTION OF MISSION BAY WHICH WAS GRANTED TO THE CITY OF SAN DIEGO BY ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED APRIL 27, 1945, ENTITLED "AN ACT GRANTING CERTAIN LANDS, TIDE LANDS AND SUBMERGED LANDS OF THE STATE OF CALIFORNIA TO THE CITY OF SAN DIEGO UPON CERTAIN TRUSTS AND CONDITIONS", DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF OLNEY STREET AND OLIVER AVENUE AS SHOWN ON PACIFIC BEACH, ACCORDING TO MAP NO. 922, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CENTER LINE OF OLNEY STREET, SOUTH $14^{\circ}29'$ EAST 390.00 FEET; THENCE LEAVING SAID CENTER LINE NORTH $75^{\circ}31'$ EAST 40.00 FEET TO THE EASTERLY LINE OF OLNEY STREET AS SHOWN ON SAID MAP NO. 854, BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE SOUTH $14^{\circ}29'$ EAST 560.08 FEET; THENCE NORTH $75^{\circ}31'$ EAST 880.00 FEET; THENCE SOUTH $14^{\circ}29'$ EAST 250.00 FEET; THENCE NORTH $75^{\circ}31'$ EAST 1150.00 FEET; THENCE NORTH $9^{\circ}27'33''$ WEST 913.59 FEET TO A POINT IN A LINE WHICH BEARS NORTH $75^{\circ}31'$ EAST PARALLEL WITH THE SOUTHERLY LINE OF PACIFIC BEACH DRIVE, FORMERLY PACIFIC AVENUE AS SHOWN ON MISSION BAY PARK TRACT, ACCORDING TO MAP THEREOF NO. 1120, FILED IN THE OFFICE OF SAID COUNTY RECORDER; FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE SOUTH $75^{\circ}31'$ WEST 2110.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION LYING UPLAND FROM THE MEAN HIGH TIDE LINE ALL OIL, GAS, OTHER HYDROCARBONS AND MINERALS, TOGETHER WITH THE RIGHT TO USE THE SURFACE OF SAID LAND AND ALL PORTIONS OF THE SUBSURFACE OF SAID LAND FOR THE DEVELOPMENT AND PRODUCTION OF OIL, GAS, OTHER HYDROCARBONS AND MINERALS FROM BENEATH SAID LAND AS RESERVED BY THE STATE OF CALIFORNIA, IN AN AGREEMENT RECORDED OCTOBER 21, 1964 UNDER RECORDER'S FILE NO. 192661.

ALSO EXCEPTING FROM THAT PORTION LYING BELOW THE MEAN HIGH TIDE LINE ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFORE AS RESERVED BY THE STATE OF CALIFORNIA, IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.

CONTRACTING AGREEMENT

This Agreement, made this 12th day of February, 1978, by and between DE ANZA HARBOR, INC., 9171 Wilshire Boulevard, Suite 610, Beverly Hills, California 90210, hereinafter called the "Owner", and Ludy P. Curcio d/b/a Curcio Engineering Co hereinafter called "Contractor".

ONE: The Contractor agrees to furnish all labor, materials, equipment, and everything of every sort which may be necessary for the proper execution and completion of that work described on Exhibit "A" attached hereto, for the property located at 2211 Pacific Beach Dr., San Diego, Ca. 92109, according to plans and specifications in the form of Exhibit "B" attached hereto, to the full satisfaction and pursuant to the supervision of Owner. Any exceptions or changes in the scope of the work shall be noted and acknowledged on Exhibit "A" attached hereto.

TWO: The Contractor agrees to promptly begin said work as soon as notified by Owner, and to complete the work within ninety (90) days thereafter, and the work, when commenced, shall be carried through expeditiously, continuously, and without interruption to completion.

THREE: The Contractor shall take out and pay for workmen's compensation insurance; and public liability and property damage insurance in the minimum amount of \$500,000.00 single limit, general liability.

FOUR: The Contractor shall pay all sales and use taxes, old age benefits, and unemployment compensation taxes, upon the material and labor furnished under this contract, as required by the governmental bodies within the jurisdictions under which this work is performed and further pay all required union benefits and insurance.

FIVE: No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes made. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered the arbitrators may be entered in any court having jurisdiction thereof.

SIX: This contract shall not be assigned by the Contractor without first obtaining permission in writing from the Owner.

SEVEN: The Contractor agrees to guarantee all workmanship and materials. Neither the final certificate of occupancy nor payment, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials, or workmanship; and unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom immediately upon being informed of the same. Further, Contractor shall provide Owner with all written guarantees, certificates, warranties, and representations supplied by manufacturers or suppliers concerning materials used in said construction and Contractor herein and hereby, and for himself alone, warrants and guarantees each, every, any and all workmanship and materials performed and used in connection with the job to be free of defects.

EIGHT: The Contractor agrees to protect, defend, indemnify and hold harmless, DE ANZA HARBOR, INC. and Associated Mobile Estates from all liabilities, claims or demands for injury or damage to any person or property arising out of or occurring, in connection with the performance of this Contract. Under this contract the Contractor acknowledges and agrees that he has the sole responsibility for compliance with all the requirements of the Occupational Safety and Health Act of 1970, and agrees to indemnify and hold harmless the Owner, against any legal liability or loss the Owner may incur due to the Contractors' failure to comply with such Act.

NINE: This Agreement represents the sole understanding of the parties hereto and there are no other understandings, representations, or agreements except as set forth herein.

TEN: Should the Contractor default in any provision hereof or at any time during the progress of the work, refuse or neglect to supply reasonably sufficient materials or workmen for the expeditious progress of said work, the Contractor shall upon receipt of notice from the Owner, immediately increase his working force and speed delivery of materials necessary to maintain progress and quality satisfactory to the Owner or correct said default. In the event that within forty-eight (48) hours after receipt of such notice, the Contractor has failed to commence construction or increase his supply of materials and number of men to maintain said progress and quality or to correct any defects, failures, or complaints with respect to labor and/or materials, the Owner shall have the right, in addition to all other remedies at law or provided elsewhere in this agreement, to:

A. Withhold all further sums due to the Contractor or nullify any unpaid vouchers, and/or

B. Supply sufficient materials and employ sufficient labor as in the Owner's opinion is necessary to maintain satisfactory progress and quality and charge the cost thereof and all reasonable expense, including attorneys' fees in connection therewith, to the Contractor and deduct the same from any monies due to Contractor and/or

C. Terminate the Contractor's right to proceed with any of the work and let the work to another contractor and charge the cost of completion to this Contractor, and if the total cost of the work to the Owner exceeds the contract price, or the total length of time to completion exceeds the terms herein, this Contractor shall pay to Owner upon demand the amount of such excess costs in addition to any and/or all other damages to which Owner may be entitled in accordance with the terms herein or at law, including, but not limited to, interest on any and all loans during the period of any delay caused directly or indirectly by said delay, the sum of one-half of one percent of the total contract price reflected in paragraph Eight hereof, for each day over the terms hereof and costs of personal services for extra employees, attorneys, and others necessary to handle the transition or otherwise, and/or

D. Terminate this entire agreement and pay to the Contractor only the reasonable value of the work performed by the Contractor providing the quality of the work is satisfactory and providing the Contractor has paid all of his bills and discharged all of his obligations in connection with this work.

ELEVEN: The Contractor agrees to be bound to the Owner by the terms of the agreement, general conditions, drawings, and specifications.

TWELVE: As a condition of accepting this contract, the undersigned Contractor agrees not to discriminate against any individual with respect to hire, discharge, compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, age or national origin.

THIRTEEN: Invoices must be submitted in duplicate before the 10th, for work completed to end of previous month, for payment by the 25th of the month. Each invoice must carry the name of the project, purchase order number, amount of Contract, approved extras, and amount paid to date.

FOURTEEN: As a condition for payment, Contractor agrees to submit waivers of lien and sworn statement with each monthly invoice, and final waivers of lien and sworn statement with final invoice covering labor, equipment and materials.

FIFTEEN: The Contractor, by acceptance of this Agreement, certifies that he has inspected the site and made himself familiar with local conditions, code requirement and permit fees, and included in his price, the cost of meeting all conditions and requirements to his phase of the work.

SIXTEEN: Contractor shall pay all taxes, social security benefits and unemployment compensation on all materials and labor furnished under this Contract, as required by Federal, State and Local Tax laws, and shall obtain and pay for, all permits, fees and inspections that may be required for satisfactory completion of his work.

SEVENTEEN: The Contractor shall, at all times, keep the buildings and/or premises clean of debris, arising out of his operations, and shall clean up and remove all debris upon completion of his work. If Contractor fails to do this after due notice, the Owner will proceed with the clean-up work and back charge the cost to the Contractor.

EIGHTEEN: In consideration whereof, the said Owner agrees that he will pay to the said Contractor, the sum of Thirty-Six Thousand, Five Hundred Dollars (\$36,500.00) for said materials and work, said amount to be paid as follows: Ninety percent (90%) of all labor and material which has been installed by said Contractor to end of month to be paid on or about the 25th of the following month, except final payment, which the said Owner shall pay to the said Contractor within ten (10) days after the Contractor shall have completed his work to the full satisfaction of the said Owner.

The Contractor and Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

DE ANZA HARBOR, INC.

By

Curcio Engineering Company

By

Ned P. Curcio

AGREEMENT

Curcio Engineering
2727 DeAnza Road - Iris-23
San Diego, California 92109
License No. 112384
Phone: 273-4329

DeAnza Harbor, Inc.
9171 Wilshire Blvd., Suite 627
Beverly Hills, Ca. 90210

Job Site:
2211 Pacific Beach Drive
San Diego, Ca. 92109

I.

This agreement made this 12th day of February, 1978 by and between Rudy P. Curcio, a California state licensed contractor hereinafter called "Contractor", and DeAnza Harbor, Inc. of Beverly Hills, California, hereinafter called "Owner".

II.

The Contractor agrees to furnish all labor, materials, equipment and every sort which may be necessary for the proper execution and completion of the work on plans dated November 28, 1977 by J. V. Ouzounian, Architect AIA, job located at 2211 Pacific Beach Drive, San Diego, California for the total sum of \$36,500.00 to be paid as follows: Contractor may request payment on the 15th and 30th of the month for work completed to that date. Payment will be made up to work completed to date of request and issued prior to next requested date. Submit partial waivers and sworn statement with each request and final waivers and sworn statement with final request.

III.

All work will be done in accordance with specifications and plans, attached hereto, dated November 28, 1977 and included will be the following:

All work to be completed in a good workmanlike manner that is acceptable by the standards of the trade and also acceptable by the Department of Building and Safety, City of San Diego.

IV.

Work shall start with five (5) days of obtaining a building permit from the City of San Diego and shall be completed within ninety (90) working days.

V.

Payment will be made as per Paragraph II of this agreement and such payment will be no greater than ninety per cent (90%) of work completed. No payment shall be made to the Contractor unless first submitting labor and material releases to the Owner.

VI.

Electrical work shall be as plans and specifications on plans dated November 28, 1977, and in accordance with Department of Building Safety, Electrical Fixtures. Make 2 GB 440 Metal Lux air conditioning system to be wired for three-phase operation.

VII.

Carpentry work as defined in specifications and plans.

VIII.

Heating and air conditioning Carrier 48DB006 Unit per plans and specifications. To install Rheem equipment deduct \$350.00 from contract price.

IX.

All other work will be per plans and specifications. All of the material that has to be removed to complete the project will be the property of the Contractor and the project will be left broom clean and complete.

The Contractor to use any materials now existing that will complete the job in a good workmanlike manner.

X.

It is also agreed that this contract does not include any floor covering but does include the supervision of the installation of such work.

XI.

This contract does not include any work in upstairs apartment, but it does include outside stairs leading to upstairs as called out in plans and specifications and includes removal of stairs and installation of matching floor to existing surface within second floor.

XII.

Insulation shall be completed as plans providing availability. Substitute as equal.

XIII.

Registration Room Wall

Wall on plans dated February 2, 1978 revised Section 1-A-3 shall be an extra of \$375.00 if required by the Department of Building and Safety of San Diego to provide footing and foundation.

XIV.

Paneling in private office if requested will be \$325.00 extra at an allowance of \$10.00 per sheet. This is not included in the plans of November 28, 1977.

XV.

Reservation

Wall on plans Section 1-3 shall be so designed and constructed to carry the load of reservation signs at no extra charge to the Owner.

XVI.

An alternate gate circuit for future outside gate \$50.00, stub out to driveway by electrical contractor.

XVII.

Owner to remove all personal equipment, books and records, and work will be coordinated between the Owner and the Contractor so as not to interrupt the normal operation of business.

XVIII.

Swing-Out Stools

Alternate extra bid price.

56 To provide and install four (4) swing-out stools at registration
counter as per plans and specifications. Six-hundred and fifty
60 dollars (\$650.00), not included in contract price.

XIX.

No remodeling or any work to be done in shop lot.

Other agreement attached.

L. P. CURCIO
CURCIO ENGINEERING CONSTRUCTION

By

L. P. Curcio

DeANZA HARBOR, INC.

By

J. Carpenter

Dated: February 12, 1978

DeANZA CAMPLAND

ADDENDUM TO
CONTRACTING AGREEMENT
ADMINISTRATION BUILDING

It is hereby agreed to install plumbing and sink complete with cabinet as so ordered for an extra amount of \$575.00. Change of registration board and wall as agreed - no charge.


L. P. CURCIO


GUIDO DONATONI

For DeAnza Harbor, Inc.

March 10, 1978

CURCIO ENGINEERING

The following are items as agreed upon which were not included in the contract and which will be an extra cost.

1. Extra windows and speaker covers in rear offices	\$ 255.00
2. Extra landing outside stairs	400.00
3. Remove wall and windows and replace wall and stationary window in computer room	255.00
4. Extra door in front office	<u>160.00</u>
TOTAL.....	\$1,070.00

April 12, 1978

Approved by Ken Carpenter

Barne

DOCUMENT NO. 727225 3

ASSIGNMENT OF LEASE FILED MAR 3 1969
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

See Doc # 726824

Tri-Square Construction Company, Inc., for Ten Dollars (\$10.00) and other valuable consideration, receipt of which is acknowledged, hereby sells, transfers and assigns unto Mission Bay Campland all of its right, title and interest in and to that lease with the City of San Diego, document number 723,339, and an amendment thereto, entitled "First Amendment to Lease", a copy of which is attached hereto and made a part hereof.

This assignment is expressly consitioned on the execution of said "First Amendment to Lease" by an appropriate officer of the City of San Diego.

TRI SQUARE CONSTRUCTION COMPANY, INC.

BY [Signature]
President

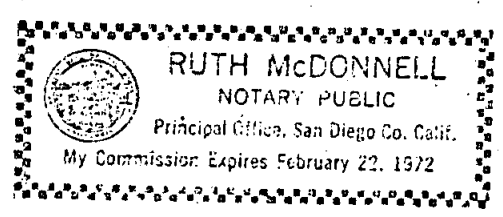
Dated: June 13, 1968

STATE OF CALIFORNIA X
X SS
COUNTY OF SAN DIEGO X

On February 14, 1969, before me, the undersigned, a notary public in and for said state, personally appeared Yale O. Willis, known to me to be the president of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

To: Mission Bay Campland
2211 Pacific Beach Drive
San Diego, California

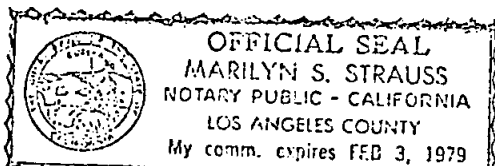
[Signature]
Notary Public in and for said
County and State



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On April 8, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared JACK H. QUARITIUS, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Marilyn S. Strauss
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On April 8, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT M. GELFAND, known to me to be the Operating General Partner of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

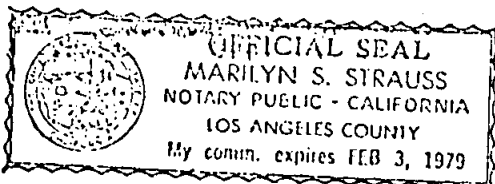


Marilyn S. Strauss
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On April 8, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT M. GELFAND, known to me to be the Operating General Partner of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



Marilyn S. Strauss
Notary Public in and for said
County and State

RECEIVED *LB*
CITY CLERK'S OFFICE
1977 JUN -9 PM 2:01
SAN DIEGO, CALIF.

DOCUMENT NO. 759623
FILED JUN 15 1977
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

In accordance with the provisions of Section 62.0305 of the San Diego Municipal Code, the undersigned, ~~owner~~ lessee of Mission Bay Park Land in the City of San Diego, County of San Diego, State of California, in consideration of the grant of permission by the City of San Diego to install and maintain encroachments as shown below

for the use and benefit of ~~owner's~~ lessee's property, over, under and across Olney Street and Pacific Beach Drive, per plat, covenants and agrees with the City of San Diego, as follows:

(1) Upon notification in writing by the City Engineer, the above described installation shall be abandoned, removed or relocated by the ~~owner~~ Lessee.

(2) The said installation shall be installed and maintained in a safe and sanitary condition at the sole cost, risk and responsibility of ~~owner~~ and successor in interest, who shall hold the City harmless with respect thereto.

(3) This agreement is made for the direct benefit of ~~owner's~~ land above described and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of ~~owner~~. Should ~~owner~~ or his successors fail to remove or relocate the installation herein permitted within thirty (30) days after notice of removal or relocation, City may cause such removal or relocation to be done and the cost thereof shall be a lien upon said land.

PLAT SHOWING LOCATION

CAPEHART HOUSING

MISSION BAY HIGH SCHOOL

PACIFIC BEACH DRIVE

DRIVEWAY

DRIVEWAY

FUTURE EXT. OF PACIFIC BEACH DRIVE

SIGN

FENCE

FENCE

Encroachment in P. B. Drive

LANDSCAPING, LANDSCAPE IRRIGATION

ELEC. WORK, FENCING AND DRIVEWAYS

MISSION BAY
CAMPLAND
LEASE

STORM
DRAINS

Encroachment in
Olney Street

LANDSCAPING, LANDSCAPE IRRIGATION

SIGN, ELEC. WORK, STORM DRAINAGE

FENCING AND DRIVEWAYS

BY

UNIV. OF CALIF.

No Scale

State of California)
County of San Diego) ss.

On April 30, 1968, before me a NOTARY PUBLIC in and for said county, residing therein, duly commissioned and sworn, personally appeared Y. O. WILLIS

known to me to be the person

described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, California, County of San Diego, State of California, the day and year in this certificate first above written.

H. G. FRISS

NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY

H. G. FRISS

My Commission Expires June 2, 1970

Notary Public in and for the County

DATED

4-30-68

The Spanish Coast Co.

Y. O. Willis

(Signature) OWNER LESSEE

(For Recorder's Use Only)

FILE/PAGE NO. 295787
BOOK 1972
RECORDED REQUEST OF

Com. Dec. Dept
Nov 3 4 01 PM '72

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER

NO FEE



PERMIT

THE CITY OF SAN DIEGO
ENGINEERING DEPARTMENT

On to Records

DATE: <u>5-15-69</u>	COORDINATE: <u>(circled)</u>	NOT A VALID RECEIPT UNLESS STAMPED PAID IN SPACE BELOW		CHECK TYPE <u>STANDARD</u>	PERMIT NO.
APPLICATION NO. <u>1597-4</u>		<u>48.00</u>		(NO INVESTIGATION REQ'D.)	P-5655
PERMIT FEE <u>48.00</u>				STANDARD	
ESTIMATED COST				PUBLIC IMPROVEMENT	
BOND AMOUNT <u>NOT REQ.</u>		FUND 100	ACCOUNT NO. 7345	ENCROACHMENT <u>X</u>	

BOND OBLIGATION: APPROVED ☐ SPECIFIC JOB BOND ☐ OR RECEIPT NUMBER ☐

JOB LOCATION: MISSION BAY CAMP LAND

OWNER: MISSION BAY CAMP LAND INC. NAME ADDRESS TELEPHONE
CONTRACTOR: GREER CONST. CO. 3385 SUNRISE ST. 234-654 NAME ADDRESS TELEPHONE

DESCRIPTION AND ESTIMATED COST OF PROPOSED WORK.	AMOUNTS
Curb @ \$2.00 per lin. ft.	
4" Conc. @ \$0.45 per sq. ft.	
6" Conc. @ \$0.65 per sq. ft.	
OTHER: <u>DRIVS, LANS CARING, FENCING</u> <u>ELECTRICAL WORK IN PACIFIC</u> <u>BEACH DR.</u>	
<u>541.72</u> TOTAL	

FOR INSPECTION CALL: 236-5520 (24 HOURS PRIOR TO REQUEST DATE)
TELEPHONE

INSPECTORS SIGNATURES AND DATE:
1. FORMS AND SUBGRADE INSPECTOR DATE
2. FINAL Edward L. Jnr 4/29/72
INSPECTION DATE

THE PERSON SIGNING BELOW INDICATES HIS AGREEMENT WITH THE INFORMATION SHOWN ABOVE AND TO PERFORM THE WORK IN ACCORDANCE WITH CITY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS AND OR OTHER AGREEMENTS AND SPECIAL CONDITIONS SET FORTH HEREIN.

ISSUED BY: [Signature] CITY ENGINEERING DEPT. (11.50) PERMITTEE: [Signature] SIGNATURE

DISTRIBUTION: 1. WHITE - OFFICE COPY
2. GREEN - INSPECTOR
3. PINK - AUDITOR
4. YELLOW - PERMITTEE

DOCUMENT NO. 735290

FILED MAR 22 1971

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Certified Mail No. 771049

RECEIVED

1971 JAN 13 PM 4:25

SAN DIEGO, CALIF. MR
January 13, 1971

File: Leases - Mission Bay Campland, Inc.

Mr. Yale O. Willis, President
Mission Bay Campland, Inc.
2211 Pacific Beach Drive
San Diego, California 92109

Re: Lease Agreement - The City of San Diego, Mission Bay Campland, Inc.,
City Clerk Document No. 723339, Amended

Dear Mr. Willis:

This will confirm and restate for record purposes our mutual agreement as to those additional uses authorized and the percentage rental rates payable to the City for each use, all effective January 1, 1971.

<u>Permitted Use</u>	<u>Rental Rate</u> <u>Percentage of Gross Income</u>
1) Boat and boat equipment rental	7%
2) Boat storage, wet or dry	7%
3) Fishing Tackle rental	7%
4) Recreation building rental	3%
5) Fishing tackle sales	5%
6) Bait sales	5%
7) Gasoline sales (for boats only)	3%
8) Propane gas sales	3%
9) Ice sales	3%
10) Recreation vehicle storage (within properly screened storage area)	7%
11) Recreation machines or games (in recreation hall only)	3%
12) Miniature golf course operation	7%

Very truly yours,

WALTER BAHN, JR.
City Manager

WH/WLM/DSB:pw

cc: Property Director
City Auditor
City Clerk (Document) ✓
Recreation Director

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THIS AGREEMENT, Made this _____ day of February, 1970, by MISSION BAY CAMPLAND, INC., with offices at 2211 Pacific Beach Boulevard, San Diego, California, herein called "Assignor" to FIDELITY MORTGAGE INVESTORS, a Massachusetts business trust, 575 Chelsea Street, Jacksonville, Florida, herein called "Assignee".

W I T N E S S E T H :

FOR VALUE RECEIVED, Assignor hereby grants, transfers, sets over and assigns to Assignee the following Lease, hereby warranting that Assignor is the owner of the entire lessee's interest therein, to wit:

Lease dated November 8, 1967, executed with Tri-Square Construction Co., Inc., as Lessee, and The City San Diego, as Lessor, covering portions of one Lot 75 of Pacific Beach, Map 854, Pueblo Lot 1798, Mission Bay, San Diego, California, which lease has been duly assigned to Assignor. SUBJECT, HOWEVER, to prior assignment of Lessee's Interest in Lease dated February 14, 1969, between Assignor and United States National Bank, which has been, by mesne conveyances, assigned to Assignee.

Together with all the right, power and authority of Assignor to alter, modify or change the terms of said lease, without the prior written consent of Assignee, and

Together with all rents, income and profits arising from said lease and renewals thereof, if any; together with

all rents, income and profits due to or to become due from all improvements now or hereafter located on the leased premises and from all leases for the use and occupation of the said premises which are now in existence or which may be executed in the future during the terms of this Assignment; together with all right, title and interest of Assignor in the leased premises; and together with Assignor's interest in any leases which may be made hereafter affecting the premises hereinafter described.

FOR THE PURPOSE OF SECURING:

ONE: Payment of the indebtedness evidenced by that certain note (including extensions or renewals thereof) as follows:

Note in the principal sum of
\$1,000,000.00 executed by
Assignor to Assignee, dated
February _____, 1970.

TWO: Payment of all other sums with interest thereon which become due and payable to Assignee under the provisions hereof or under the provisions of said note.

THREE: The performance and discharge of each and every obligation, covenant and agreement of Assignor herein and in said note contained or any other obligation, covenant or agreement of Assignor to Assignee, including all instruments called for by the loan agreement this day executed by Assignor and Assignee.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR
COVENANTS:

1. To observe and perform all of the obligations imposed upon the Lessee in said Lease and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing from the premises hereinbefore described in advance of the time when the same shall become due; not to discount any future accruing rentals, profits or issues; not to execute any other assignment of lease or assignment of rents, issues and profits of said premises; and not to alter, modify or change the terms of the aforesaid Lease, or surrender, cancel or terminate the same without the prior consent of Assignee; provided, however, that the execution of this assignment shall not constitute a violation of the terms and conditions of a prior assignment dated February 14, 1969.

2. To assign and transfer to Assignee any and all further leases upon all or any part of the premises and to execute and deliver at the request of Assignee, all such further assurances and assignments in the premises as Assignee shall from time to time require.

B. IT IS MUTUALLY AGREED THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured thereby or in the performance of any obligation, covenant or agreement herein or in said lease contained, Assignor shall have the right to collect, upon but not prior to accrual, all rents, issues and profits from said premises and to retain, use and enjoy the same.

2. Upon or any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said lease contained, Assignee, without in any way waiving such default, may at its option take possession of the premises, and have, hold, manage, lease and operate the same on such terms for such period of time as Assignee may deem proper; and may collect and receive all rents, issues and profits of the premises, with full power to make from time to time all alterations, renovations, repairs or replacements thereto as may seem proper to Assignee and to apply such rents, issues and profits to the payment of (a) the cost of all such alterations, renovations, repairs and replacements and expenses incident to taking and retaining possession of the property and the management and operation thereof,

and keeping the same properly insured and (b) all taxes, charges, claims, assessments, water rents and any other liens which may be prior in lien or payment to the debt, and premiums for such insurance, with interest on all such items, and (c) the indebtedness secured hereby, together with all costs and attorneys' fees, in such order of priority as to any of such items as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

By accepting this assignment, Assignee agrees that if it shall, upon any such default or breach, exercise its option herein and if such default or breach shall be remedied and all necessary charges and expenses incurred by reason thereof paid, the parties hereto shall each be restored to and reinstated in their respective rights and estates as if a default or breach had not occurred. Assignor shall thereupon hold said premises as if Assignee had not exercised any option hereunder; but nothing hereinbefore contained shall impair any right of Assignee consequent upon any subsequent breach.

3. Assignee shall not be obligated to perform or discharge nor does it hereby undertake

to perform or discharge any obligation, duty or liability under said lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify Assignee for and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under said lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said lease. Should Assignee incur any such liability, loss or damage under said lease or under or by reason of this assignment or in the defense of any such claims or demands, the amount thereof, including cost, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

4. Upon the payment in full of all indebtedness secured hereby, this assignment shall become and be void and of no effect, but the

affidavit, certificate, letter or statement of any officer, supervisor or attorney of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this assignment and any person may and is hereby authorized to rely thereon.

5. Assignee may take or release other security, may release any part primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

6. The term "lease" as used herein means the lease hereby assigned or any extension or renewal thereof, and any lease subsequently executed by Assignor covering the demised premises above described or any part thereof.

In this assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

7. Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under said note, but this assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor owned by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

This assignment is binding upon and inures to the benefit of Assignee and any holder of the aforesaid note and is binding upon and inures to the benefit of Assignor and any owner of the premises.

IN WITNESS WHEREOF, this assignment has been duly signed, sealed, acknowledged and delivered by Assignor the day and year first above written.

MISSION BAY CAMPLAND, INC.

By _____
Its President

Attest _____
Its _____

shall pay the difference between said amounts within thirty (30) days' following the last day of said lease year:

(a) For that portion of said term beginning with the commencement of operations as hereinabove defined, or January 1, 1969, whichever is sooner, and ending on May 31, 1969, the Minimum Annual Rent shall be \$20,428.00 based on the rate of TWO CENTS (2¢) per square foot per year for 910,900 square feet of the land area and ONE CENT (1¢) per square foot per year for 221,000 square feet of the water area of that portion of said premises designated as Phase I of the Master Plan of development hereof filed in the Office of the City Clerk as Document No. 723338.

Said Minimum Annual Rent shall be prorated as applicable to the aforesaid portion of said term;

(b) Beginning on June 1, 1969 and for the next five (5) years of said term, the Minimum Annual Rent shall be THIRTY SEVEN THOUSAND EIGHT HUNDRED NINETY-FIVE AND 11/100 DOLLARS (\$37,895.11) based upon TWO CENTS (2¢) per square foot per year for 1,721,750 square feet of land area and ONE CENT (1¢) per square foot per year for 346,011 square feet of water area of said premises;

(c) Commencing on June 1, 1974 and for the duration of this Lease, the Minimum Annual Rent to be paid to CITY shall be adjusted to SIXTY-SIX AND TWO-THIRDS PERCENT (66-2/3%) on the annual average of actual rent paid, including any rent computed to have been payable during the preceding five (5) year period; provided, however, in no event shall the Minimum Annual Rent to be paid to CITY during any five (5) year period be less than the Minimum Annual Rent required for the preceding five (5) year period."

III. That ARTICLE XXIV, CONTROL BY LESSEE, is hereby deleted in its entirety and the following substituted therefor:

"ARTICLE XXIV

CONTROL BY LESSEE

The corporation named herein as LESSEE shall remain owned and controlled by Yale O. Willis to the extent of at least 51% of the issued and unencumbered stock thereof, and he shall actively administer and supervise the business operations of the leased premises; provided, however, and notwithstanding the provisions of ARTICLE X of this Agreement, regulating assignment, the corporation named herein as LESSEE shall have the right without further permission to assign its interest in this Agreement upon written notification to CITY to Mission Bay Campland, Inc., a Delaware corporation, authorized to do business in the State of California. In the event of such assignment, said Mission Bay Campland, Inc. shall remain owned and controlled by said Yale O. Willis and Lamott DuPont Copeland, Jr., to the extent of at least 51% of the issued and unencumbered stock thereof, and they or either of them shall actively administer and supervise the business operations of the leased premises. In the event that the above named parties become incapacitated, then the stockholders of the lease corporation shall select a manager acceptable to CITY to so administer and supervise said operations. Any sale or transfer of stock or divestment of interest in said lease corporation by the above said parties to the extent that said parties would not own and control at least 51% thereof shall constitute an assignment of interest under this Lease Agreement and shall be treated in accordance with the provisions of ARTICLE X hereof; provided, however, that the stock of either of the above said individuals may be assigned to his spouse or direct lineal heirs upon prior written notice thereof to CITY".

IV. That ARTICLE XXXII, DEVELOPMENT, of said Lease Agreement is hereby deleted in its entirety and the following substituted therefor:

See 2nd Amend
Doc. 731191
See 3rd
amend

"ARTICLE XXXII

DEVELOPMENT

All construction on the leased premises and all off-site improvements in connection therewith shall conform with the Master Plan filed in the Office of the City Clerk as Document No. 723338. No changes shall be made to said Master Plan without the written approval of the City Manager

LESSEE shall be allowed credits against rents due CITY for site development and off-site improvement costs expended by LESSEE in accordance with said Master Plan up to but not exceeding \$346,000.00; plus FIVE PERCENT (5%) per year simple interest on the declining balance thereof in the following manner: Upon verification and approval by the City Manager of the foregoing improvements and of LESSEE'S expenditures therefor, the rent payments due by LESSEE to CITY as required under ARTICLE IV of this Agreement shall be credited by an amount equal to the total amount of such expenditures; provided, however, that such credits pursuant to this provision shall in no case exceed the total sum of \$346,000.00 plus FIVE PERCENT (5%) per year simple interest on the declining balance thereof. Said interest shall apply from the date that said expenditures are approved by the City Manager and shall be prorated to the date the rental credit is made. CITY reserves the right to pay the remaining balance of said approved expenditures at any time without penalty",

V. That the following ARTICLE XXXXII, CHANNEL MAINTENANCE, is hereby added to said Lease Agreement as part thereof:

"ARTICLE XXXXII

CHANNEL MAINTENANCE

LESSEE shall maintain that portion of Rose Creek within, and immediately adjacent to, PARCEL 3 of said premises, including any remedial dredging thereof and embankment maintenance reasonably necessary in the opinion of the City Manager, for the protection of said premises and improvements and the continuous use thereof throughout said term, without cost or expense to CITY".

VI. EXHIBIT D designating PARCELS 1, 2 and 3 of said premises is hereby made part of said Lease Agreement in the form attached hereto.

VII. This Amendment shall be effective upon the date of execution hereof by CITY.

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

Date

January 23, 1969

THE CITY OF SAN DIEGO

By

Sherrill L. Williams
City Manager

TRI-SQUARE CONSTRUCTION CO., INC.

By

Yale
President

APPROVED hereby as to form and legality this 28th day of January, 1969.

EDWARD T. BUTLER, City Attorney

By

James P. McGowan, Jr.
Deputy

PARCEL 1:

THOSE PORTIONS OF ACRE LOT 75 OF PACIFIC BEACH, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 854, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; PORTIONS 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 SAID COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, TOGETHER WITH A PORTION OF MISSION BAY WHICH WAS GRANTED TO THE CITY OF SAN DIEGO BY ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED APRIL 27, 1945 ENTITLED "AN ACT GRANTING CERTAIN LANDS, TIDE LANDS AND SUBMERGED LANDS OF THE STATE OF CALIFORNIA TO THE CITY OF SAN DIEGO UPON CERTAIN TRUSTS AND CONDITIONS", DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF OLNEY STREET AND OLIVER AVENUE AS SHOWN ON PACIFIC BEACH, ACCORDING TO MAP NO. 922, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CENTER LINE OF OLNEY STREET, SOUTH $14^{\circ}29'$ EAST 390.00 FEET; THENCE LEAVING SAID CENTER LINE NORTH $75^{\circ}31'$ EAST 40.00 FEET TO THE EASTERLY LINE OF OLNEY STREET AS SHOWN ON SAID MAP NO. 854; BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE SOUTH $14^{\circ}29'$ EAST 660.08 FEET; THENCE NORTH $75^{\circ}31'$ EAST 880.00 FEET; THENCE SOUTH $14^{\circ}29'$ EAST 250.00 FEET; THENCE NORTH $75^{\circ}31'$ EAST 1150.00 FEET; THENCE NORTH $9^{\circ}27'33''$ WEST 913.59 FEET TO A POINT IN A LINE WHICH BEARS NORTH $75^{\circ}31'$ EAST PARALLEL WITH THE SOUTHERLY LINE OF PACIFIC BEACH DRIVE, FORMERLY PACIFIC AVENUE AS SHOWN ON MISSION BAY PARK TRACT, ACCORDING TO MAP THEREOF NO. 1120, FILED IN THE OFFICE OF SAID COUNTY RECORDER, FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE SOUTH $75^{\circ}31'$ WEST 2110.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT D

EXHIBIT D

PARCEL 2:

THAT PORTION OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, 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 SAID COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, TOGETHER WITH A PORTION OF MISSION BAY WHICH WAS GRANTED TO THE CITY OF SAN DIEGO BY ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED APRIL 27, 1945 ENTITLED "AN ACT GRANTING CERTAIN LANDS, TIDE LANDS, AND SUBMERGED LANDS OF THE STATE OF CALIFORNIA TO THE CITY OF SAN DIEGO, UPON CERTAIN TRUSTS AND CONDITIONS", DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF OLNEY STREET AND OLIVER AVENUE AS SHOWN ON PACIFIC BEACH, ACCORDING TO MAP THEREOF NO. 922, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CENTER LINE OF OLNEY STREET, SOUTH $14^{\circ}29'$ EAST 390.00 FEET; THENCE LEAVING SAID CENTER LINE NORTH $75^{\circ}31'$ EAST 40.00 FEET TO THE EASTERLY LINE OF SAID OLNEY STREET AS SHOWN ON PACIFIC BEACH, ACCORDING TO MAP THEREOF NO. 854, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE SOUTH $14^{\circ}29'$ EAST 660.08 FEET; THENCE NORTH $75^{\circ}31'$ EAST 880.00 FEET; THENCE SOUTH $14^{\circ}29'$ EAST 250.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $14^{\circ}29'$ EAST 600.00; THENCE NORTH $75^{\circ}31'$ EAST 425.00 FEET; THENCE NORTH $14^{\circ}29'$ WEST 600.00 FEET; THENCE SOUTH $75^{\circ}31'$ WEST 425.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT D

EXHIBIT D

PARCEL 3:

THAT PORTION OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, 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 SAID COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, TOGETHER WITH ANY PORTION OF MISSION BAY WHICH WAS GRANTED TO THE CITY OF SAN DIEGO BY ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED APRIL 27, 1945 ENTITLED "AN ACT GRANTING CERTAIN LANDS, TIDE LANDS AND SUBMERGED LANDS OF THE STATE OF CALIFORNIA TO THE CITY OF SAN DIEGO, UPON CERTAIN TRUSTS AND CONDITIONS", DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF OLNEY STREET AND OLIVER AVENUE AS SHOWN ON PACIFIC BEACH, ACCORDING TO MAP THEREOF NO. 922, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CENTER LINE OF OLNEY STREET, SOUTH $14^{\circ}29'$ EAST 390.00 FEET; THENCE LEAVING SAID CENTER LINE NORTH $75^{\circ}31'$ EAST 40.00 FEET TO THE EASTERLY LINE OF SAID OLNEY STREET AS SHOWN ON PACIFIC BEACH, ACCORDING TO MAP THEREOF NO. 854, FILED IN THE OFFICE OF THE COUNTY RECORDER BEING POINT "A"; THENCE ALONG SAID EASTERLY LINE SOUTH $14^{\circ}29'$ EAST 660.00 FEET; THENCE NORTH $75^{\circ}31'$ EAST 880.00 FEET; THENCE SOUTH $14^{\circ}29'$ EAST 250.00 FEET; THENCE NORTH $75^{\circ}31'$ EAST 1150.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $9^{\circ}27'33''$ WEST 913.50 FEET TO A POINT IN A LINE WHICH BEARS NORTH $75^{\circ}31'$ EAST PARALLEL WITH THE SOUTHERLY LINE OF PACIFIC BEACH DRIVE, FORMERLY PACIFIC AVENUE, AS SHOWN ON MISSION BAY PARK TRACT, ACCORDING TO MAP THEREOF NO. 1120, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, FROM SAID POINT "A"; THENCE NORTH $75^{\circ}31'$ EAST 100.00 FEET; THENCE SOUTH $9^{\circ}27'33''$ EAST 913.50 FEET TO A LINE WHICH BEARS NORTH $75^{\circ}31'$ EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH $75^{\circ}31'$ WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THE AFORESAID PARCELS 1, 2 AND 3, THAT PORTION LYING UPLAND FROM THE MEAN HIGH TIDE LINE ALL OIL, GAS OTHER HYDROCARBONS AND MINERALS, TOGETHER WITH THE RIGHT TO USE THE SURFACE OF SAID LAND AND ALL PORTIONS OF THE SUBSURFACE OF SAID LAND FOR THE DEVELOPMENT AND PRODUCTION OF OIL, GAS, OTHER HYDROCARBONS AND MINERALS FROM BENEATH SAID LAND AS RESERVED BY THE STATE OF CALIFORNIA, IN AN AGREEMENT RECORDED OCTOBER 21, 1964 UNDER RECORDER'S FILE NO. 192661.

ALSO EXCEPTING FROM THE AFORESAID PARCELS 1, 2, AND 3, THAT PORTION LYING BELOW THE MEAN HIGH TIDE LINE ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFORE AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA CHAPTER 142.

EXHIBIT D

PROPERTY DEPARTMENT

DOCUMENT NO. 731190FILED MAR 13 1970
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIACONSENT TO ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

THE CITY OF SAN DIEGO, a municipal corporation, as lessor named in that certain Lease Agreement dated November 8, 1967 and filed in the Office of the City Clerk of San Diego, California as Document No. 723339, as amended, hereby consents to the collateral assignment thereof by MISSION BAY CAMPLAND, INC. to FIDELITY MORTGAGE INVESTORS, a Massachusetts business trust, for the purpose of securing payment of indebtedness under the covenants and conditions of that certain Assignment of Lessee's Interest In Lease, the form of which is filed in the Office of the City Clerk as Document No. 731168.

This consent is conditioned upon the specific understanding that said assignment shall not alter any of the covenants and conditions of the aforesaid Lease Agreement and further, that said assignment shall be subordinate to said Lease Agreement in all respects.

THE CITY OF SAN DIEGO

Executed: March 10, 1970By Mena L. Wilhelm
Asst. City ManagerAPPROVED hereby as to form and legality this 4 day ofMarch, 1970.

JOHN W. WITT, City Attorney

By Chas. Reed
DeputyDSB:jh
2-18-70

199219

MAR 10 1970

FILED MAR 16 1970

OFFICE OF THE CITY CLERK

ASSIGNMENT OF INTEREST, ASSUMPTION OF LEASE IN SAN DIEGO, CALIFORNIA
AND CONSENT TO ASSIGNMENT OF INTEREST

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California (CITY), YALE O. WILLIS, LAMOTT DUPONT COPELAND, JR., and PENINSULAR LIFE INSURANCE COMPANY, a Florida corporation (PENINSULAR), agree as follows:

1. LAMOTT DUPONT COPELAND, JR. hereby assigns to PENINSULAR all his rights, title and interest in the capital stock of Mission Bay Campland, Inc., a Delaware corporation, lessee of that certain lease agreement dated November 8, 1967 and filed in the Office of the City Clerk of San Diego, California as Document No. 723339, as amended.
2. PENINSULAR hereby assumes all obligations of LAMOTT DUPONT COPELAND, JR., under the terms of the aforesaid lease agreement and PENINSULAR and YALE O. WILLIS do hereby agree to pay all rents and to perform all of the terms, covenants and conditions of said lease agreement and to recognize and perform their obligations to CITY under said lease agreement to the same extent as if said PENINSULAR and said YALE O. WILLIS were the original controlling stockholders of said Mission Bay Campland, Inc., named in said lease agreement.
3. CITY, as lessor named in the aforesaid lease agreement hereby consents to the aforesaid transfer of capital stock in Mission Bay Campland, Inc., with the understanding that all the terms, covenants and conditions of said lease shall continue in full force and effect.

THE CITY OF SAN DIEGO

Executed: March 10, 1970By Memo L. Wilhelms
Asst. City ManagerLamott DuPont Copeland, Jr.
Lamott DuPont Copeland, Jr.Yale O. Willis
Yale O. Willis

PENINSULAR LIFE INSURANCE COMPANY

By Joseph A. Lantieri Pres.APPROVED hereby as to form and legality this 4th day of March, 1970.

JOHN W. WITT, City Attorney

By Clayton Reed
Deputy

*File: Loses -
Legal Side - De Anza
Campland (Associated
Mobile Estates)*

TO: THE CITY OF SAN DIEGO, a Municipal Corporation

SUBJECT: Assignment and Amendments to Mission Bay Campland
Lease.

De Anza Harbor, Inc. is the lessee, pursuant to assignment, under the terms of that certain lease dated May 18, 1951, Document #433606, and amendments thereto, covering the real property owned by The City of San Diego (Lessor) and commonly described in said lease as "De Anza Point Tourist Area."

De Anza Harbor, Inc. joins in the request of Associated Mobile Estates that the City consent to the assignment of the lease of Mission Bay Campland from Mission Bay Campland, Inc. to Associated Mobile Estates and to certain amendments to said lease.

Associated Mobile Estates and Mission Bay Campland, Inc. have entered into an escrow for the consummation of the transaction conveying to Associated, the lease, personal property and business operation of Mission Bay Campland. Effective upon close of said escrow, De Anza Harbor, Inc. hereby waives and forever forfeits all of its rights, claims and interests under and pursuant to the last sentence of Paragraph Twenty-seventh of the said lease of De Anza Point Tourist Area, which said sentence reads as follows:

"The lessor further agrees that so long as this lease is in effect the lessor will not develop nor lease to any other lessee any area within one mile distant from the leased premises for trailer park purposes."

Dated: June 6, 1977

APPROVED AND ACCEPTED
CITY OF SAN DIEGO
JUNE 15, 1977

By

DOCUMENT NO. **768409**

FILED FEB 22 1982

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

De Anza Harbor, Inc., a
California Corporation

By

Aubrey Meyerson, President

By

Benjamin L. Susman, Secretary