

000691

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE OF)

TO: **CITY ATTORNEY** 2. FROM (ORIGINATING DEPARTMENT): **Real Estate Assets Department** 3. DATE: **September 4, 2007**

4. SUBJECT: **Lease Agreement – Seaforth Sportfishing Corporation**

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.): **BARWICK, 66145, MS-51A** 6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.): **Balotsky, 55248, MS-51A** 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND					9. ADDITIONAL INFORMATION / ESTIMATED COST: Cost: None Job 220598 Fiscal Impact: \$42,896,000 estimated increase in revenue due to improved rent structure and redevelopment of the property over 40-year lease term.
DEPT.					
ORGANIZATION					
OBJECT ACCOUNT					
JOB ORDER					
C.I.P. NUMBER					
AMOUNT					

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>J.P. Rank</i>	9/7/07	8	COO	<i>[Signature]</i>	9-25-07
2	EAS	<i>Mission Sherwood</i>	9-10-07	9	CITY ATTORNEY	<i>[Signature]</i>	9/25/07
3	EOCP	<i>Cy</i>	9-11-07	10	ORIGINATING DEPARTMENT	<i>J.P. Rank</i>	9/25/07
4	LIAISON OFFICE	<i>[Signature]</i>	9/14/07	11			
5	FM	<i>Trina Murray</i>	9/21/07	DOCKET COORD: <i>9/27/07</i> COUNCIL LIAISON: <i>[Signature]</i>			
6	AUDITORS	<i>[Signature]</i>	9/24/07	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input checked="" type="checkbox"/>			
7	DEPUTY CHIEF	<i>Beth Murray</i>	9/24/07	COUNCIL DATE: <i>10/4/07</i>			

11. PREPARATION OF: RESOLUTION(S) ORDINANCE(S) AGREEMENT(S) DEED(S)

Authorize the Mayor to execute a new 40-year lease agreement with Seaforth Sportfishing Corporation, a California corporation. Stating for the record that the final Mitigated Negative Declaration has been reviewed and considered prior to approving the project.

11A. STAFF RECOMMENDATIONS: **Adopt the Resolution**

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): 2

COMMUNITY AREA(S): Mission Bay Park

ENVIRONMENTAL IMPACT: This activity is categorically exempt from CEQA pursuant to Guidelines, Section 15301. The City of San Diego, as Lead Agency under CEQA has reviewed and considered a Mitigated Negative Declaration, Project No. 66050, dated November 4, 2005, covering this activity, adopted December 7, 2005.

HOUSING IMPACT: None

OTHER ISSUES: None

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EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: _____ REPORT NO: _____
ATTENTION: City Council
ORIGINATING DEPARTMENT: Real Estate Assets Department
SUBJECT: Lease Agreement – Seaforth Sportfishing Corporation
COUNCIL DISTRICT(S): 2
CONTACT/PHONE NUMBER: James Barwick 66145/Vladimir Balotsky 55248

REQUESTED ACTION: Authorize the Mayor to excute a new 40-year lease agreement with Seaforth Sportfishing Corporation, a California corporation.

STAFF RECOMMENDATION: Adopt the Resolution

BACKGROUND: The Seaforth Sportfishing Corporation is the current lessee of the City-owned property at 1717 Quivira Road, located south-west of the Hyatt Islandia Hotel and Marina in Mission Bay Park. The leasehold comprises approximately 8.995 acres of water and 6.317 acres of land.

The original 25-year lease was executed with Quivira Development Corporation on August 29, 1959, for the development, operation and maintenance of a sports fishing headquarters and marina. The lease was renewed on May 1, 1981, for a term of 30 years. The lease was amended on April 21, 1986, when the term was extended to 40 years, in consideration for new percentage rent categories, increases in the percentages of existing rent categories, an increase of the “minimum rent” and redevelopment of the water area of the premises. The lease was amended again on May 22, 1989, to include an additional percentage rent category. The lease is scheduled to expire on April 30, 2021.

The current leasehold houses three major operations. The first, a sport fishing facility, with a 4,000 sq. ft. building, which serves as the charter/sales office and includes a hot food restaurant. Currently, there are fifteen charter boats docked at this facility. The second component, a pleasure craft marina, with a 8,816 sq. ft. building, which serves as the marina and sales office. The pleasure craft marina is capable of docking 250 boats. The third operation is a boat rental facility, with a 3,432 sq. ft building, which serves as the rental office and a pier that can accommodate 70 rental water crafts. In addition, approximately 416 parking spaces service the three operations.

The City received annual rent in the previous three years of:

\$733,753 in FY07
\$630,335 in FY06
\$625,975 in FY05

DISCUSSION: The lessee has proposed a substantial, phased redevelopment of the entire leasehold. The first phase that was completed in 2006 included the demolition and replacement of the sport fishing dock; demolition, new construction and/or refurbishment of the five main piers and perimeter dock within the pleasure craft marina; and, installation of new electrical service, domestic water service and fire suppression systems for the docks in both the sport fishing facility and the pleasure craft marina. The total cost of the first phase is \$1,540,000.

The second phase of the redevelopment is scheduled to commence in October 2007 and be completed in May 2008. The second phase will include the demolition of three existing buildings constructed in 1968 totaling 16,248 sq. ft. and replace them with three new buildings totaling 10,400 sq. ft., construction of 8-foot wide bike path and 4-foot wide landscape island to separate the existing promenade from the bike path, complete redesign of the parking with installation of a new storm drain system containing three

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water/oil separators and additional 61 parking spaces, installation of 45 light pedestals to illuminate the promenade and parking area closest to the water. The total cost of this phase of development is \$4,000,000. The second phase of the proposed development brings the leasehold into conformance with the requirements of the Mission Bay Park Master Plan and does not include any expansion of the leasehold boundaries or change in permitted uses.

To facilitate the redevelopment of the leasehold, a new 40-year lease has been negotiated to enable the lessee to amortize its costs of providing the improvements. The length of the lease is also comparable to the economic life expectancy of the new improvements. The proposed new lease includes current market percentage rental rates, as determined by an independent appraisal. Percentage rental rates will be reappraised and adjusted to market every ten years during the term (See attached Terms Sheet).

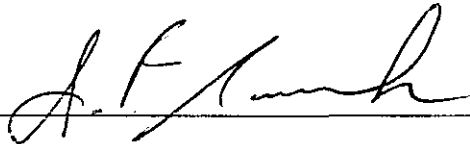
FISCAL CONSIDERATIONS: Approval of the lease agreement will result in increased revenue due to anticipated improvement in the lessee's business performance resulting from the redevelopment of the leasehold. The annual minimum rent in the new lease has been increased to \$531,764 from the current minimum rent of \$328,087 and will be adjusted every 5 years.

Based upon projected income and the percentage rental rates, it is anticipated that the new rental rate structure will generate in excess of \$3,077,822 through the term of the existing lease expiring in 2021, and an additional \$39,818,249 during the extended term expiring in 2047.

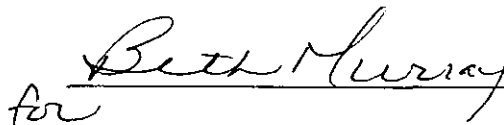
PREVIOUS COUNCIL and/or COMMITTEE ACTION: N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: On October 12, 2004, the development of the leasehold was approved by the Mission Bay Park Committee. On November 10, 2004, the conceptual design of the development was approved by the Park and Recreation Design Review Committee. On December 7, 2005, the development permit was obtained from the City Development Department. On April 12, 2006, the Coastal Permit was obtained from the Coastal Commission.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders - Mission Bay Park Lessees Association, Mission Bay Park Committee, Seaforth Sportfishing Corporation.



James F. Barwick
Real Estate Assets Director



for
Deputy Chief
Land Use & Economic Development

- Attachments:
1. Lease Terms Sheet
 2. Projected Rental Income
 3. Aerial of Mission Bay
 4. Aerial of the Leasehold
 5. Site Plan of Proposed Development
 6. Elevation Plans
 7. Floor Plans

Seaforth Sportfishing Ground Lease Term Sheet

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	Existing Lease	Proposed Lease
Premises:	6.32 acres of land and 8.99 acres of water in Mission Bay	Same
Lease Term:	Expires April 30, 2021	40 years
Use:	Sportfishing facility and marina. Pleasure craft marina. Boat rental facility. Sale of boats, food and beverages, 416 parking spaces.	Same -plus operation of dive boat, sightseeing, research and similar charters. 477 parking spaces.
Minimum Rent:	Annual Minimum \$328,087. Adjusted every three years.	Annual minimum \$531,764. Adjusted every five years
Percentage Rent:	5% - Sales of used boats, no financial interest	5%
	2% - Sale of new/used boats	2%
	4% - Servicing of boat/motor parts sales	4%
	3% - Food and non-alcoholic beverage sales	3%
	6% - Beer and wine sales	6%
	20% - Boat slip revenue	22.5%, increased to 25% after five years
	7% - Sportfishing or sightseeing tickets	7%
	10% - Income from all other activities	10%
	10% - Coin machine revenues	10%
	10% - Sales of gifts, novelties, souvenirs	7%
	7% - Sales of sportfishing licenses	7%
	7% - Sales of fishing tackle	7%
	7% - Boat rentals	7%
	4% - Multi-day boat trips	4%
	20% - Uses not permitted by lease	20%
	50% - Commission from coin operated telephones	50%
		10% - ATM machines
		10% - Other telephone operations
		10% - Dry storage lockers, increased to 20% after five years
	Adjustments every five years (2011, 2016, 2021)	Adjustments every ten years (2017, 2027, 2037, 2047)
Waterside Improvements	Sportfishing dock, five main piers and perimeter dock, new electrical service, domestic water service, suppression system. Total cost \$1,500,000. Completed in 2006.	In compliance with Mission Bay Park Master Plan
Landside Improvements	8,816 sq ft Marina Bldg, 3,432 sq ft Rental Bldg, 4,000 sq ft Sportfishing Bldg. built in 1968; 470+ space parking lot. Old improvements were Grandfathered in with the current Mission Bay Park Master Plan.	New improvements will bring leasehold into compliance with the Mission Bay Park Master Plan. Demolition and new construction of all buildings to new 3,300 sq ft Marina Bldg, 2,600 sq ft Rental Bldg and new 4,500 sq ft Sportfishing Bldg., new 8-foot bike path, new landscaping, new storm drain system, additional 61 parking spaces, 45 new light poles to illuminate parking and promenade. Total cost \$4,000,000. Commencement October 2007, and completion May 2008.

**Seaforth Sportfishing
Projected Rental
Income**

Current Lease Percentages					New Lease Percentages						
Year	Sportfishing	Marina	KDME	Restaurant	Total Rent	Year	Sportfishing	Marina	KDME	Restaurant	Total Rent
2007	\$400,000.00	\$184,000.00	\$97,000.00	\$14,000.00	\$695,000.00	2007	\$400,000.00	\$184,000.00	\$97,000.00	\$14,000.00	\$695,000.00
2008	\$406,000.00	\$186,760.00	\$98,455.00	\$14,210.00	\$705,425.00	2008	\$350,000.00	\$160,000.00	\$80,000.00	\$6,000.00	\$596,000.00
2009	\$412,090.00	\$189,561.40	\$99,931.83	\$14,423.15	\$716,006.38	2009	\$452,690.00	\$212,175.00	\$111,853.13	\$15,759.38	\$792,477.51
2010	\$418,271.35	\$192,404.82	\$101,430.80	\$14,639.50	\$726,746.47	2010	\$504,749.35	\$217,479.38	\$114,649.46	\$16,153.36	\$853,031.55
2011	\$424,545.42	\$195,290.89	\$102,952.26	\$14,859.09	\$737,647.67	2011	\$562,795.53	\$222,916.36	\$117,515.69	\$16,557.20	\$919,784.78
2012	\$430,913.60	\$198,220.26	\$104,496.55	\$15,081.98	\$748,712.38	2012	\$627,517.01	\$228,489.27	\$120,453.59	\$16,971.13	\$993,430.99
2013	\$437,377.31	\$201,193.56	\$106,064.00	\$15,308.21	\$759,943.07	2013	\$636,929.77	\$234,201.50	\$123,464.93	\$17,395.41	\$1,011,991.60
2014	\$443,937.97	\$204,211.46	\$107,654.96	\$15,537.83	\$771,342.21	2014	\$646,483.71	\$240,056.54	\$126,551.55	\$17,830.29	\$1,030,922.09
2015	\$450,597.03	\$207,274.64	\$109,269.78	\$15,770.90	\$782,912.35	2015	\$656,180.97	\$246,057.95	\$129,715.34	\$18,276.05	\$1,050,230.31
2016	\$457,355.99	\$210,383.76	\$110,908.83	\$16,007.46	\$794,656.03	2016	\$666,023.68	\$252,209.40	\$132,958.22	\$18,732.95	\$1,069,924.25
2017	\$464,216.33	\$213,539.51	\$112,572.46	\$16,247.57	\$806,575.87	2017	\$676,014.04	\$258,514.63	\$136,282.18	\$19,201.27	\$1,090,012.12
2018	\$471,179.57	\$216,742.60	\$114,261.05	\$16,491.29	\$818,674.51	2018	\$686,154.25	\$264,977.50	\$139,689.23	\$19,681.31	\$1,110,502.29
2019	\$478,247.27	\$219,993.74	\$115,974.96	\$16,738.65	\$830,954.63	2019	\$696,446.56	\$271,601.94	\$143,181.46	\$20,173.34	\$1,131,403.30
2020	\$485,420.98	\$223,293.65	\$117,714.59	\$16,989.73	\$843,418.95	2020	\$706,893.26	\$278,391.99	\$146,761.00	\$20,677.67	\$1,152,723.92
2021	\$492,702.29	\$226,643.05	\$119,480.31	\$17,244.58	\$856,070.23	2021	\$717,496.66	\$285,351.79	\$150,430.02	\$21,194.61	\$1,174,473.08
				Total	\$ 11,594,085.75					Subtotal	\$ 14,671,907.80
						2022	\$728,259.11	\$292,485.58	\$154,190.78	\$21,724.48	\$1,196,659.94
						2023	\$739,183.00	\$299,797.72	\$158,045.54	\$22,267.59	\$1,219,293.85
						2024	\$750,270.74	\$307,292.66	\$161,996.68	\$22,824.28	\$1,242,384.37
						2025	\$761,524.80	\$314,974.98	\$166,046.60	\$23,394.89	\$1,265,941.27
						2026	\$772,947.67	\$322,849.35	\$170,197.77	\$23,979.76	\$1,289,974.55
						2027	\$784,541.89	\$330,920.59	\$174,452.71	\$24,579.25	\$1,314,494.44
						2028	\$796,310.02	\$339,193.60	\$178,814.03	\$25,193.74	\$1,339,511.38
						2029	\$808,254.67	\$347,673.44	\$183,284.38	\$25,823.58	\$1,365,036.07
						2030	\$820,378.49	\$356,365.28	\$187,866.49	\$26,469.17	\$1,391,079.42
						2031	\$832,684.17	\$365,274.41	\$192,563.15	\$27,130.90	\$1,417,652.62
						2032	\$845,174.43	\$374,406.27	\$197,377.23	\$27,809.17	\$1,444,767.10
						2033	\$857,852.04	\$383,766.43	\$202,311.66	\$28,504.40	\$1,472,434.53
						2034	\$870,719.82	\$393,360.59	\$207,369.45	\$29,217.01	\$1,500,666.87
						2035	\$883,780.62	\$403,194.60	\$212,553.69	\$29,947.43	\$1,529,476.35
						2036	\$897,037.33	\$413,274.47	\$217,867.53	\$30,696.12	\$1,558,875.45
						2037	\$910,492.89	\$423,606.33	\$223,314.22	\$31,463.52	\$1,588,876.96
						2038	\$924,150.28	\$434,196.49	\$228,897.07	\$32,250.11	\$1,619,493.96
						2039	\$938,012.54	\$445,051.40	\$234,619.50	\$33,056.36	\$1,650,739.80
						2040	\$952,082.73	\$456,177.69	\$240,484.99	\$33,882.77	\$1,682,628.17
						2041	\$966,363.97	\$467,582.13	\$246,497.11	\$34,729.84	\$1,715,173.05
						2042	\$980,859.43	\$479,271.68	\$252,659.54	\$35,598.09	\$1,748,388.74
						2043	\$995,572.32	\$491,253.47	\$258,976.03	\$36,488.04	\$1,782,289.86
						2044	\$1,010,505.90	\$503,534.81	\$265,450.43	\$37,400.24	\$1,816,891.38
						2045	\$1,025,663.49	\$516,123.18	\$272,086.69	\$38,335.25	\$1,852,208.61
						2046	\$1,041,048.44	\$529,026.26	\$278,888.86	\$39,293.63	\$1,888,257.19
						2047	\$1,056,664.17	\$542,251.92	\$285,861.08	\$40,275.97	\$1,925,053.14
										Total	\$ 54,490,156.89

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Seaforth Sportfishing



13600



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READ 09-05-07

AERIAL VIEW OF EXISTING LEASEHOLD



Legend

SEAFORTH
SPORTFISHING

Photo date: 1999



1:1797

Vicinity Map



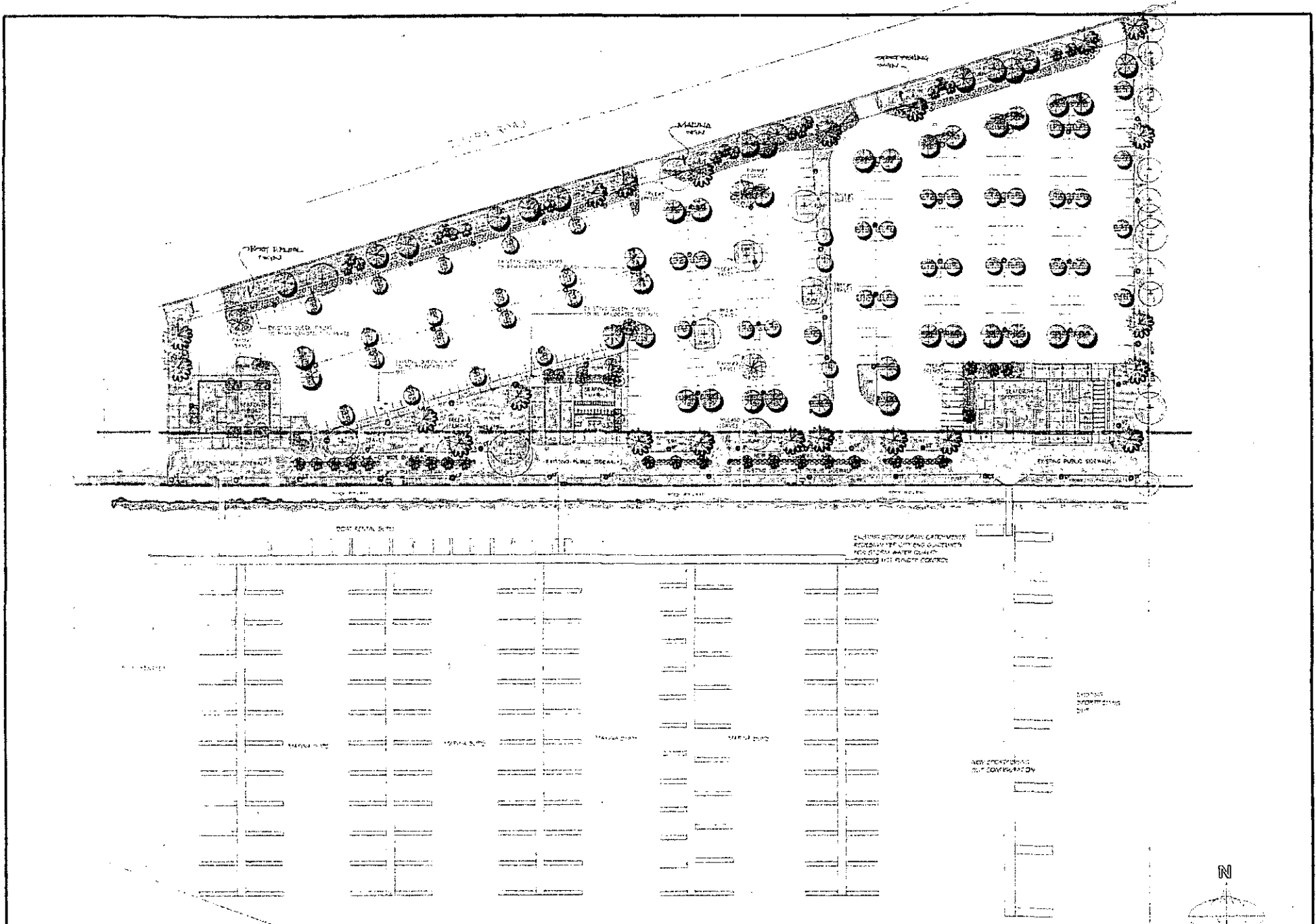
SAN GIS
The Heart of San Diego County

Plot Date: 03/20/03

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ATTACHMENT 4

SITE PLAN OF PROPOSED REDEVELOPMENT



000699

Windward Design Inc.
 William Watts, Architect

1117 24th ST. ENCLINE, CA 92024 TEL: FAX: 619-571-7441 EMAIL: WINDWARDDESIGN@PROXIFY.NET

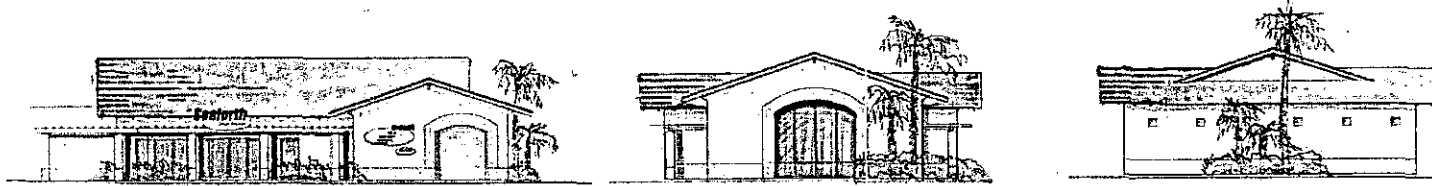
SEAFORTH LEASE
 MISSION BAY LEASE-HOLD
 SAN DIEGO, CALIFORNIA

LANDSCAPE DEVELOPMENT PLAN
 RENTAL MARINA & SPORTFISHING BLDGS

NOV 5, 2004
ACT 00
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ATTACHMENT 5

ELEVATIONS

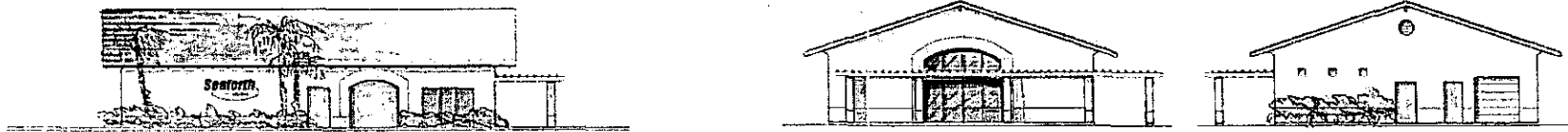


NORTH ELEV.

EAST ELEV.

WEST ELEV.

BOAT RENTAL BUILDING

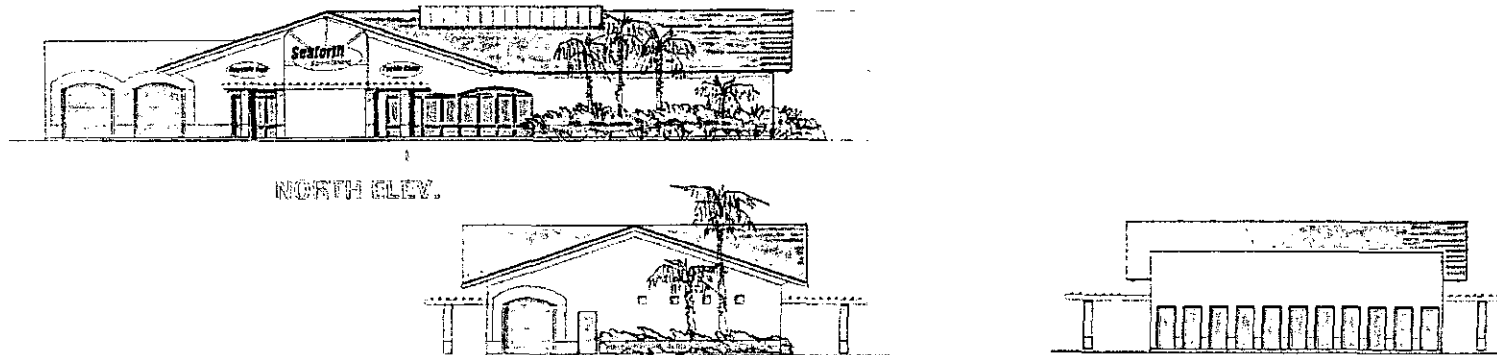


NORTH ELEV.

WEST ELEV.

EAST ELEV.

MARINA BUILDING



NORTH ELEV.

WEST ELEV.

EAST ELEV.

SPORTFISHING BUILDING

Windward Design Inc.

William Watts, Architect

1000 S. GARDEN AVENUE, SUITE 100, ANAHEIM, CA 92805 TEL: 714.942.0121 FAX: 714.942.0122

LEASEHOLD INTEREST
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

DESIGNED BY AIA
RENTAL, MARINA & SPORTFISHING BLDGS

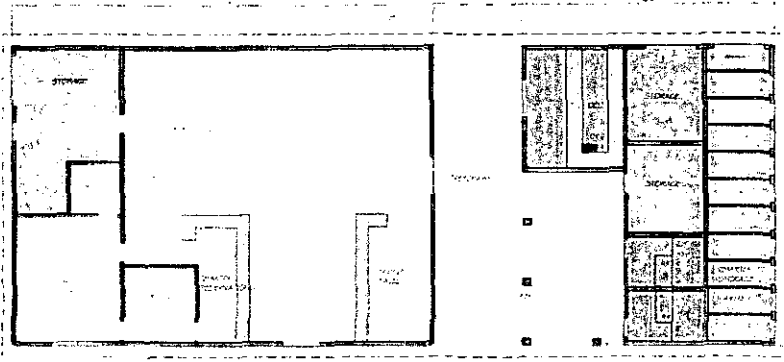
A201

SCALE: 1/8" = 1'-0"

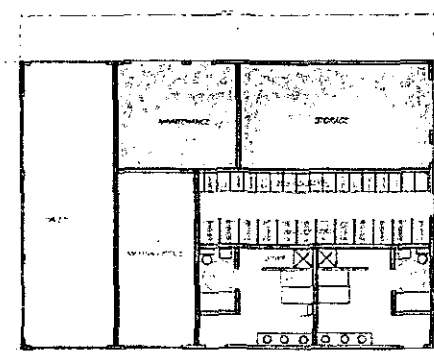
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ATTACHMENT 6

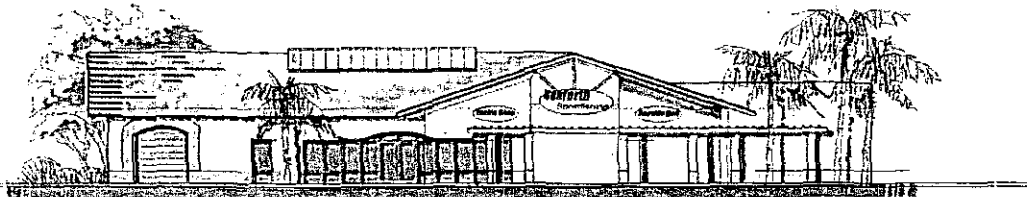
FLOOR PLANS



SPORT FISHING BLDG PLAN



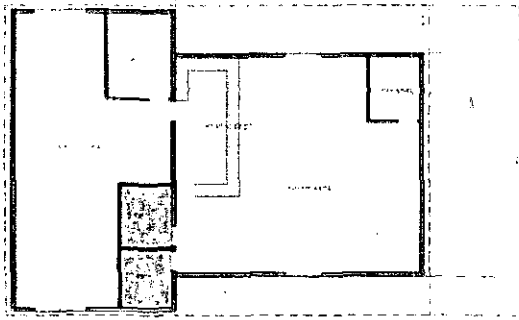
MARINA BLDG PLAN



SPORT FISHING BLDG ELEV.



MARINA BLDG ELEV.



BOAT RENTAL PLAN



BOAT RENTAL ELEV.

Windward Design Inc.
William Watts, Architect

CA # 14,117 EXP 2004 5352 W. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-571-7767 E-MAIL WINDWARD@WINDWARDIGY.NET

SEAFORTH LEASE
MISSOURI BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

CONCEPT PLANS
RENTAL, MARINA & SPORT FISHING BLDGS

A100
SCALE 1/4"=1'

000701

ATTACHMENT 7

File: Admin WOFO 2000

Date WOFO Submitted: 8/30/2007
 Input by: SH

Goals reflect statistical labor force availability for the following: 2000 CLFA San Diego, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT
 FOR
 Company: Seaforth Sport Fishing Inc.

I. TOTAL WORK FORCE:

	Black		Hispanic		Asian		American Indian		Filipino		White		Other						
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F				
Mgmt & Financial	3.3%	1	0	11.9%	0	0	6.2%	1	0	0.4%	0	0	6.2%	0	4	0			
Professional	4.0%	0	0	12.6%	0	0	6.5%	0	0	0.5%	0	0	6.5%	0	0	0			
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0			
Technical	6.6%	0	0	14.8%	1	0	17.2%	0	0	0.4%	0	0	17.2%	0	0	0			
Sales	3.9%	0	0	19.5%	2	0	6.8%	3	0	0.6%	0	0	6.8%	1	4	0			
Administrative Support	7.0%	0	0	20.8%	0	0	8.8%	0	0	0.6%	0	0	8.8%	0	0	0			
Services	5.5%	0	0	36.9%	5	1	9.7%	0	0	0.6%	0	0	9.7%	0	8	0			
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0			
Operative Workers	4.3%	0	0	38.8%	2	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0			
Transportation	8.1%	0	0	32.1%	1	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0			
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0			
TOTAL		1	0		11	1		4	0		0	0		1	0	43	16	0	0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

	M	F
Mgmt & Financial	8	4
Professional	0	0
A&E, Science, Computer	0	0
Technical	5	0
Sales	24	4
Administrative Support	0	0
Services	15	9
Crafts	0	0
Operative Workers	7	0
Transportation	13	0
Laborers	1	0
TOTAL	77	17

Female Goals
 39.8%
 59.5%
 22.3%
 49.0%
 49.4%
 73.2%
 62.3%
 8.6%
 38.7%
 15.2%
 11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy	Goals	Actual	Discrepancy
Mgmt & Financial	0.40	1	N/A	1.43	0	(1.43)	0.74	1	N/A	0.05	0	N/A	0.74	0	N/A	4.78	4	N/A
Professional	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	0.33	0	N/A	0.74	1	N/A	0.86	0	N/A	0.02	0	N/A	0.86	0	N/A	2.45	0	(2.45)
Sales	0.94	0	N/A	4.68	2	(2.68)	1.63	3	1.37	0.14	0	N/A	1.63	1	N/A	11.86	4	(7.86)
Administrative Support	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Services	0.83	0	N/A	5.54	6	N/A	1.46	0	(1.46)	0.09	0	N/A	1.46	0	(1.46)	9.35	9	N/A
Crafts	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Operative Workers	0.30	0	N/A	2.72	2	N/A	1.46	0	(1.46)	0.02	0	N/A	1.46	0	(1.46)	2.57	0	(2.57)
Transportation	1.05	0	(1.05)	4.17	1	(3.17)	0.59	0	N/A	0.07	0	N/A	0.59	0	N/A	1.98	0	(1.98)
Laborers	0.04	0	N/A	0.54	0	N/A	0.04	0	N/A	0.01	0	N/A	0.04	0	N/A	0.11	0	N/A

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: SEAFORTH SPORTFISHING CORP.

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 1717 QUIVIRA ROAD

City SAN DIEGO County SAN DIEGO State CA Zip 92109

Telephone Number: (619) 224 3383 FAX Number: (619) 224 4972

Name of Company CEO: FRANK LOPRESTE

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
 Address: _____
 City: _____
 Telephone Number: _____ FAX Number: _____

Type of Business: SPORTFISHING Type of License: _____

The Company has appointed: JOHN YAMATE
 as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce employment and affirmative action policies of this company. The EEOO may be contacted at:
 Address: 1717 QUIVIRA ROAD SAN DIEGO CA 92109
 Telephone Number: (619) 224 3383 FAX Number: (619) 224 4972

- One San Diego County (or Most Local County) Work Force Report
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of SEAFORTH SPORTFISHING CORPORATION
(Firm Name)

SAN DIEGO, CA, hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 30th day of AUGUST, 2007.

[Signature]
(Authorized Signature)

JOHN D. YAMATE
(Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: SEAFORTH SPORTFISHING DATE: 8/30/07

OFFICE(S) or BRANCH(ES): _____ COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1				1						6	4		
Professional														
Arts, Science, Computer														
Technical			1								1			
Sales			2		3				1		14	4		
Administrative Support														
Services			5	1							1	8		
Crafts														
Operative Workers			2								5			
Transportation			1								17			
Laborers*											1			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		11	1	4				1		43	16		
--------------------	---	--	----	---	---	--	--	--	---	--	----	----	--	--

Grand Total All Employees 77

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artist														

000707

Lease Agreement

THE CITY OF SAN DIEGO

SEAFORTH SPORTFISHING CORPORATION, a California corporation

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**CITY OF SAN DIEGO
PERCENTAGE LEASE**

This Lease Agreement ("Lease") is entered into between the CITY OF SAN DIEGO, a municipal corporation ("CITY") and SEAFORTH SPORTFISHING CORPORATION, a California corporation ("LESSEE")."

SECTION 1: USES

1.1 Leased Premises.

CITY leases to LESSEE and LESSEE leases from CITY all of that CITY-owned real property situated in the City of San Diego, County of San Diego, State of California, described in Section 9.1 as Exhibit "A", Legal Description, and in Section 9.2 as Exhibit "B", Aerial Map of the Leased Property, attached to this Lease and by this reference made part of this Lease. The real property is hereinafter called the "Premises."

1.2 Sole Permitted Uses.

The Premises are leased to LESSEE solely for the purposes of construction, operation, and maintenance of a sportfishing headquarters and marina, together with facilities for the mooring, sale and rental of boats and boating and fishing equipment (including related office and storage space); for the sale of food, beverages, alcoholic beverages limited to beer and wine; tobacco and confections; for the rental of pleasure boat slips; for the operation of dive boat, whale watching, sightseeing, research and similar charters; all in accordance with the Development Plan referenced in Section 6.12, Development Plan, and for other uses and related or incidental purposes as may be first approved in writing at the sole discretion of City Manager and for no other purpose. The type(s) and numbers of rental boats offered by LESSEE for rent shall be subject to the written approval of the City Manager of CITY. The use of the Premises for any unauthorized purpose shall constitute a substantial default and subject this Lease to termination at the sole option of CITY. LESSEE covenants and agrees to use the Premises throughout the Term (defined in Section 2.1, Term) for the above-specified purposes and to diligently conduct the business on the Premises to produce the most gross income that can be reasonably expected. Failure to continuously use the Premises for the above-specified purposes, or the use of the Premises for purposes not authorized in this Lease, shall be grounds for termination by CITY. The knowing use of the Premises for any unauthorized purpose shall constitute a substantial default and subject this Lease to termination at the sole option of CITY.

1.3 Related Council Actions.

By entering into this Lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the Premises. LESSEE shall diligently seek all entitlements and actions, from both CITY and other governmental agencies with jurisdiction over the Premises, as are necessary to develop and operate the uses contemplated by this Lease, all at no cost to CITY.

1.4 Quiet Possession.

LESSEE, paying the rent and performing the covenants and agreements in this Lease, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises. If CITY for any reason cannot deliver possession of the Premises to LESSEE at the commencement of the Term, or if during the Term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then this Lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Premises.

1.5 Easements and Reservations.

- a. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the Premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Premises and for business interruption damages directly resulting from CITY exercising the rights reserved in this section, if such interference is substantial or unreasonable and if business interruption is greater than 30 days. The reimbursement may include a reduction in the rent proportionate

to the amount of physical damage to, or interference with use of, the Premises as may be agreed between LESSEE and CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

1.6 Competent Management.

Throughout the Term of this Lease, LESSEE shall provide competent management of the Premises for the intended uses to the satisfaction of the City Manager. For purposes of this section, "competent management" shall mean demonstrated ability in the management and operation of a Sportfishing headquarters, a pleasure craft marina, facilities for the sale and rental of boats and boating and fishing equipment, a coffee and sandwich shop, and related activities in a fiscally responsible manner.

SECTION 2: TERM

2.1 Term.

The term of this Lease shall be forty (40) years ("Term"). The Term of this Lease is effective following execution by the City Manager, and approval by City Attorney ("Commencement Date"). If the Commencement Date is not the first day of a calendar month, then the Term shall include the partial calendar month from and including the Commencement Date through the last day of the full Term, so that the Term shall expire on the last day of a calendar month. "Lease Year" as used in this Lease shall mean the 12-month period commencing on the first day of the calendar month following the Commencement Date.

2.2 Holdover.

Any holding over by LESSEE after Lease expiration or Lease termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease constitutes a month-to-month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, at the sole discretion of the City Manager, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will with thirty (30) days prior written notice.

2.3 Surrender of Premises.

At termination of this Lease for any reason, with the exception of the termination provision delineated in Section 6.15, Coastal Commission Approval, of this Lease, LESSEE shall execute, acknowledge, and deliver to CITY, within five (5)

days after written CITY demand, a valid and recordable quitclaim deed covering all of the Premises. The Premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition. If LESSEE fails or refuses to deliver the required deed, CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision, and the notice will be conclusive evidence of the termination of this Lease and all LESSEE'S rights to the Premises.

SECTION 3: RENT

3.1 Time and Place of Payment.

All rents required under this Lease must be made payable to the City Treasurer and mailed to:

The Office of the City Treasurer
City of San Diego
P.O. Box 122289
San Diego, California 92112-4165

or hand-delivered to

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California.

The place of payment may be changed at any time by CITY upon thirty (30) days written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.2 Rent.

- a. Minimum Rent. Except as provided in Section 3.2f., Construction Period, and Section 6.11, Unavoidable Delay, of this Lease, the annual minimum rent ("Minimum Annual Rent") established for the first five (5) Lease Years following the Commencement Date of this Lease is Five Hundred Thirty One Thousand Seven Hundred Sixty Four Dollars (\$531,764) and representing eighty percent (80%) the average actual rent payable to City for the three years immediately preceding the commencement of this Lease. For the remaining term of this Lease, the Minimum Annual Rent

shall be adjusted in accordance with Section 3.2b, Minimum Rent Adjustment, of this Lease.

If the total amount of percentage rent payable to CITY as provided in Section 3.2(c), Percentage Rents, of this Lease for any Lease Year is less than the Minimum Annual Rent for that year, then LESSEE shall pay to CITY within forty-five (45) days of the end of the Lease Year the deficit between the amount actually paid by LESSEE for that Lease Year and the Minimum Annual Rent.

- b. Minimum Rent Adjustment. Effective at the beginning of the first day of the sixth Lease Year of this Lease and at the beginning of each five-year period thereafter during the Term, the annual minimum rent shall be adjusted to eighty percent (80%) of the annual average of actual rents paid or accrued during the three (3) years preceding the adjustment date. It is recognized that the adjustment shall be calculated by CITY upon completion of payments due for the preceding rental period in order to determine the amount of the adjustment to be effective on the dates stated in this Lease. Until the calculations are completed, LESSEE shall continue paying minimum rent at the prior rate. Any additional rents determined by the adjustment to be due for the periods previously paid at the prior rate shall be paid to CITY within thirty (30) days following written notice. In no event shall any such minimum rent adjustment result in a decrease in the minimum rent requirement in effect immediately prior to the adjustment date.
- c. Percentage Rents. Percentage rents will be calculated on a calendar month basis and will consist of the following percentages of the Gross Income resulting from the use of the Premises:

<u>Percentages</u>	<u>Business Activities</u>
Seven Percent (7%)	Of the Gross Income derived by LESSEE from the sale of tickets for sportfishing, diving, research, sightseeing or other boating activities approved in Section 1.2 <u>Uses</u> , of this Lease, whether sold on a charter basis or individual basis.
Twenty-Two and One-Half Percent (22.5%)	Of the Gross Income derived by LESSEE from the rental of boat slips. The percentage rate from this activity shall increase to twenty-five

	percent (25%) at the beginning of the sixth Lease Year.
Ten Percent (10%)	Of the Gross Income from all other vessel rentals.
Seven Percent (7%)	Of the Gross Income from sale of bait and tackle and tackle rental.
Four Percent (4%)	Of the Gross Income from multiple-day boat trips that include food, stateroom, berthing, and Mexican and American custom clearance.
Three Percent (3%)	Of the Gross Income derived by LESSEE from the sale of food and non-alcoholic beverages.
Five Percent (5%)	Of all commissions derived by LESSEE from the sale of used boats, used boat engines, and used boat trailers in which LESSEE has no financial interest.
Seven Percent (7%)	Of the Gross Income from sale of gifts, novelties, souvenirs, clothing, luggage, jewelry, cigars, cigarettes, candy, sundries, and incidentals.
Six Percent (6%)	Of the Gross Income derived by LESSEE from the sale of beer and wine.
Seven Percent (7%)	Of the commissions received from the sale of California Sportfishing Licenses.
Four Percent (4%)	Of the Gross Income derived by LESSEE from the service of boats and boat engines, the sale of boat and engine parts, boat and engine accessories and marine hardware.

Two Percent (2%)	Of the Gross Income derived by LESSEE from the sale of boats, and boat engines (whether new or used) including any accessories involved at the time of sale.
Ten Percent (10%)	Of the commissions received by the LESSEE from coin-operated machines, other than food and beverage dispensing machines, in which LESSEE has no ownership equity, and of the Gross Income from said machines in which LESSEE does have an ownership equity.
Three Percent (3%)	Of the commissions received by LESSEE from food and beverage (non-alcoholic) dispensing coin-operated machines in which LESSEE has no ownership equity, and of the Gross Income from said machines in which LESSEE has an ownership equity.
Fifty Percent (50%)	Of LESSEE'S commissions received from coin-operated telephones.
Ten Percent (10%)	Of LESSEE'S Gross Income from all other telephone operations.
Ten Percent (10%)	Of the Gross Income or commissions received by LESSEE or any sublessee from all automated teller machine ("ATM") operations.
Ten Percent (10%)	Of the Gross Income derived by LESSEE from the rental of dry storage lockers. The percentage rate from this activity shall increase to twenty percent (20%) at the beginning of the sixth Lease Year.

Twenty Percent (20%)

Of the Gross Income derived by LESSEE from any other source permitted under the purpose of this Lease.

All income to LESSEE from sale of merchandise to other dealers, at actual cost with no mark up, as a method of changing inventory and resulting in no profit for LESSEE, shall be excluded from computation of Gross Income. Galley sales of food and beverages, and sales of Mexican fishing licenses and bunk fees made from boats operating from the Premises also shall be excluded from computation of gross income. Allowances made by LESSEE for "traded-in" merchandise shall be excluded from computation of Gross Income, provided LESSEE keeps adequate records, in the opinion of the CITY, from which CITY can determine what allowances will be made.

The City Manager, in his sole discretion, may approve another percentage rate or flat rate of rent for each other incidental service or operation supplementary to the permitted use(s) set forth under Section 1.2, Uses, of this Lease as may be approved in writing by the City Manager prior to commencement of any other service(s) or operation(s). Any activity conducted on the Premises without prior approval by the City Manager shall be subject to the requirements of Section 3.7, Unauthorized Use Charge, of this Lease.

- d. Percentage Rate Adjustment. At least six (6) months prior to the beginning of the eleventh Lease Year and at least six (6) months prior to the beginning of each ten-year period thereafter, CITY and LESSEE, by mutual consent or through percentage rent market appraisal, will adjust the percentage rates of LESSEE'S Gross Income to be paid to CITY effective on the first day of the succeeding ten-year period. The adjustment will be made to the degree necessary to provide a fair rent to CITY as determined by the City Manager and LESSEE, taking into consideration the criteria set forth in Section 3.2e., Percentage Rent Appraisal, of this Lease. If the adjustment is not made by mutual consent prior to three (3) months before the beginning of the eleventh Lease Year and subsequent ten-year periods, then CITY and LESSEE will refer the matter to appraisal under the terms set forth in Section 3.2e, Percentage Rent Appraisal, of this Lease. The City Manager and LESSEE may mutually agree that no percentage rental adjustment is necessary and waive the requirement for the appraisal process for any specific adjustment period.
- e. Percentage Rate Appraisal. If the parties do not agree upon the amount of adjustment to the percentage rates as provided for in Section 3.2d,

Percentage Rate Adjustment, of this Lease, then the adjustment shall be determined by a qualified professional independent real estate appraiser mutually selected by CITY and LESSEE from a list of appraisers possessing experience and competency pursuant to objective criteria established by CITY ("Qualified Appraiser"). CITY and LESSEE agree to equally share the cost of the mutually selected Qualified Appraiser. If the parties do not reach agreement as to selection of a Qualified Appraiser, then CITY and LESSEE shall each select a Qualified Appraiser who in turn will select a third Qualified Appraiser, which third appraiser will be employed to set the percentage rates to be applied to LESSEE'S business activities. If a mutually acceptable third appraiser is not agreed upon between the two selected appraisers within ten (10) days, then the third appraiser will be appointed by the presiding judge of the Superior Court of the State of California, County of San Diego, acting in his or her individual capacity, upon application by either CITY or LESSEE with prior written notice to the other party. If the Superior Court judge declines to make the appointment, CITY and LESSEE agree that the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association. The third appraiser shall complete the assignment within sixty (60) days of appointment. Each party shall pay the cost of its own selected appraiser, and both CITY and LESSEE agree to equally share the cost of the third mutually selected or court-appointed appraiser. CITY and LESSEE agree to accept and be bound by the percentage rates so determined.

In establishing the percentage rates for the items under review, the appraiser shall consider the Premises as a fee simple absolute estate, and as vacant and available for a full lease term equal to the Term of Lease on the open market for the authorized purposes of this Lease at the commencement of the rental period under review. The appraiser will be guided by prevailing market percentage rates for similar operations primarily within the Southern California area, if available. If the appraisal is not completed in time to permit the percentage adjustment to be made upon the applicable commencement of each succeeding ten-year period, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, will be retroactive to the adjustment date. Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. Any deficiency shall be paid by LESSEE to CITY within sixty (60) days after determination of the new percentage rate(s). The City Manager and Lessee may mutually agree that no market value adjustment is necessary and waive the requirement for the appraisal process for any specific adjustment period.

- f. Minimum Rent Abatement. During the time LESSEE is developing the Premises during the Construction Period contemplated in Section 9.3, Development Summary, of this Lease, and during any periods during which the circumstances described in Section 6.11, Unavoidable Delay, Catastrophic Events, of this Lease are present, the minimum rent shall be waived and LESSEE shall only pay the percentage rent due based on Gross Income received each month.

3.3 Payment Procedure.

- a. On or before the last day of the calendar month following the calendar month in which the Gross Income subject to rents was earned, LESSEE shall provide to CITY a statement signed by LESSEE or its authorized agent attesting to its accuracy, which shall be legally binding upon LESSEE and which will include the following:
1. Total gross receipts for the subject month, itemized as to business categories for which separate percentage rents are established. A gross receipts breakdown of each business conducted on the Premises must be included when a reported category shows Gross Income to be from more than one business operation.
 2. The percentage rental due CITY, computed and totaled.
 3. The accumulated total of all rents previously paid for the current Lease Year.
- b. Together with the statements, LESSEE shall provide payment equal to the total percentage rent due CITY computed as described above.
- c. Any rents due CITY from sublease activities or operations shall be calculated based upon the earliest of the following dates (whether or not prior approval was given by CITY as required by this Lease and whether or not a separate percentage rent was established by CITY):
1. Sublease commencement date; or
 2. Physical occupancy date; or
 3. Earliest activity date (i.e., sale of goods, solicitation of business, construction or alterations, etc.).

3.4 Gross Income.

"Gross Income" as used in this Lease, shall include all income resulting from occupancy of the Premises from whatever source derived whether received or to become due. Gross Income includes income received by LESSEE or by any sublessee, permittee or licensee, or other party as a result of occupancy or operation of the Premises, except as may be otherwise specified in this Lease. Gross Income does not include federal, state, or municipal taxes collected from the consumer (regardless of whether the amount is stated to the consumer as a separate charge) and paid over periodically by LESSEE to a governmental agency accompanied by a tax return or statement as required by law. Possessory interest taxes or other property taxes shall not be deducted in computing Gross Income. Gross Income shall not include refunds for goods returned for resale on the Premises or refunds of deposits. The amount of the taxes and refunds shall be clearly shown on the books and records of LESSEE. The percentage rent shall be calculated and paid by LESSEE on the basis of the Gross Income whether the income is received by LESSEE or by any sublessee, permittee or licensee, or their agents, and all Gross Income received by any sublessee, permittee, licensee, or other party as a result of occupancy of the Premises or the operation on the Premises shall be regarded as Gross Income of LESSEE for the purpose of calculating the percentage rent required to be paid by LESSEE to CITY under this Lease, except as may be otherwise specified by or pursuant to this Lease.

3.5 Inspection of Records.

- a. Records. LESSEE shall, at all times during the Term, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities conducted upon and financial transactions resulting from the use of the Premises. The records shall be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, or other documents as necessary to allow CITY to easily determine the total Gross Income. Any retail sales or charges will be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers will be equipped with devices that lock in sales totals and other transaction numbers and sales details that are not resettable. Totals registered shall be read and recorded at the beginning and end of each business day. In the event of admission charges or rentals, LESSEE shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of such tickets, as well as a record of unissued tickets. All retail sales and charges may be recorded by a system other than cash registers or other comparable devices provided the system is approved by CITY.

- b. Financial Statements. Within sixty (60) days after the end of each Lease Year as previously established in this Lease, LESSEE will, at its expense, submit to CITY a statement in which the total gross receipts and the corresponding amounts of rents paid CITY for the year are classified according to the categories of business established for any percentage rental and for any other business conducted on or from the Premises. The statement shall be signed by LESSEE or its authorized agent attesting to the accuracy of the statement, which shall be legally binding upon LESSEE.
- c. Right to Inspect. All LESSEE'S books of account, records, and supporting documentation, as described under Section 3.5a., Records, of this Lease, will be kept for at least five (5) years and made available to CITY in one location within the City of San Diego. The books and records shall be maintained separately from all other accounts not relating to the Premises. The CITY, at its discretion, shall have the right to inspect and audit the business of LESSEE, its agents, sublessees, concessionaires, and licensees operating on and in connection with the Premises as necessary and appropriate for CITY to determine the amounts of rent due CITY in compliance with the requirements of this Lease. At CITY'S request, LESSEE shall promptly provide, at LESSEE'S expense, any necessary data to enable CITY to fully comply with all requirements of the state or federal government for lease information or reports concerning the Premises. The data will include, if requested by CITY, a detailed breakdown of LESSEE'S receipts and expenses and other lease information or reports concerning the Premises and LESSEE'S operations conducted on the Premises
- d. Audit Cost. The full cost of CITY'S audit(s) will be borne by CITY unless one or both of the following conditions exists, in which case LESSEE hereby agrees to pay CITY'S cost of audit(s):
1. The audit(s) reveal an underpayment of more than five percent (5%) of the current annual rent or more than ten thousand dollars (\$10,000), whichever is less, between the rent due as reported and paid by LESSEE pursuant to this Lease and rent due as determined by the audit(s); or
 2. LESSEE has failed to maintain complete and true books, records, accounts, and supporting source documents in strict accordance with this section of this Lease.

LESSEE shall pay any deficiency determined by the audit(s) plus interest on the amount as defined in Section 3.6, Delinquent Rent and Audit Fees,

of this Lease, within thirty (30) days of notice by CITY. CITY will credit any overpayment against incoming rents. Any overpayment determined after the end of this Lease will be refunded by CITY within thirty (30) days of confirmation by the City Manager of the audit(s) findings.

- e. Default. LESSEE'S failure to keep complete and accurate records by means of double-entry bookkeeping and make them available for CITY inspection is, like all other failures to comply with covenants of this Lease, a breach of this Lease and cause for termination.

3.6 Delinquent Rent.

- a. Late Payment. If LESSEE fails to pay the rent when due, LESSEE shall pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually agreed by CITY and LESSEE to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than twenty-five dollars (\$25).
- b. Audit Deficiency. If a CITY audit(s), as applicable, discloses that the rent for the audited period(s) has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit(s) plus ten percent (10%) per year on the amount by which said rent was underpaid, in addition to the unpaid rents as shown to be due CITY, as compensation to CITY for administrative costs and loss of interest as previously described in this Lease. If a CITY audit(s) discloses that the unpaid rent is less than five percent (5%) of the total rent, and should LESSEE fail to pay the unpaid rent within thirty (30) days after written notice from CITY, an additional fee of ten percent (10%) of said unpaid amount shall be added to the unpaid amount to compensate CITY for costs and losses due to such nonpayment. LESSEE shall pay the amounts and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE's late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE's default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this Lease.

3.7 Unauthorized Use Charge.

LESSEE shall pay CITY fifty percent (50%) of the gross receipts for any service

or use that is not permitted by this Lease. This payment is subject to the due date provided in this Lease for rental payments and the provision for delinquent rent. The existence of the fifty percent (50%) charge in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any CITY rights to terminate a service or use or to default LESSEE for participating in or allowing any unauthorized use of the Premises. If LESSEE in good faith believes that a use was authorized, and a previous audit of a period in which the use existed does not identify such use as unauthorized, and LESSEE paid percentage rent in accordance with its good faith classification of the activity, then the unauthorized use charge shall not apply for the period prior to CITY'S notification of the unauthorized activity.

SECTION 4: ASSIGNMENT

4.1 Time is of Essence; Provisions Binding on Successors.

Time is of the essence of all of the terms, covenants, and conditions of this Lease, and, except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

4.2 Assignment and Subletting.

LESSEE shall not assign this Lease or any interest in this Lease and shall not sublet the Premises or any part of the Premises, or any right or privilege appurtenant to the Premises, or allow any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part of the Premises, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any assignment or subletting without consent shall be void and shall, at the option of CITY, terminate this Lease. This Lease shall not, nor shall any interest in this Lease, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager. "Assignment" for the purposes of this section shall include any transfer of any ownership interest in this Lease by LESSEE or by any future partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired. The City

Manager shall require, as a condition to approval of any sublease of the majority portion of the leasehold or any assignment, that the LESSEE pay additional consideration to CITY, as set forth in Section 4.7, Additional Consideration to CITY, of this Lease, commencing on the effective date of the proposed sublease of the majority portion of the leasehold or assignment, and may further require that this Lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have an interest in this Lease as a sublessee or assignee. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community.

CITY's consent is not required for an assignment to any current partner of LESSEE or (1) to any partner's lineal ancestors or descendants by birth or adoption, (2) to any partner's siblings, (3) to an individual acting as custodian under any state Uniform Gifts to Minor's Act or Uniform Transfers to Minors Act for any individual described in this section, (4) to the spouse of any individual described in this paragraph, (5) to a trust for the exclusive benefit of a current partner and/or any other individuals described in this section, (6) to a limited liability company or any other entity to which all the members are the LESSEE and/or individuals described herein or trusts described in this section.

CITY acknowledges that CITY'S consent is not needed for a sale or assignment of a loan, or any portion of a lender's interest therein, secured by an encumbrance on the Premises. Furthermore, CITY acknowledges that CITY may not require that the Lease be revised upon any sale, nor shall the rent due under the Lease be adjusted to reflect the then current market rent. CITY shall, upon reasonable request promptly execute and deliver a consent and estoppel in the event of any sale or assignment of a loan or a portion of a lender's interest in a loan.

4.3 Encumbrance.

Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this Lease, its leasehold estate, and its improvements on the Premises by deed of trust, mortgage, chattel mortgage, or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the condition that:

- a. The principal amount of the applicable promissory note or notes shall not exceed eighty (80%) of the value of LESSEE'S interest in the fair market value of the Premises, as determined by an appraisal prepared at LESSEE'S expense by an independent M.A.I. appraiser (or equivalent), reasonably approved by CITY; and,

- b. LESSEE pays additional consideration to CITY as applicable, and as set forth in Section 4.7, Additional Consideration to CITY, of this Lease.

If an approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed or transferred in lieu of foreclosure, CITY will accept the approved mortgagee or beneficiary of the deed of trust or mortgage as its new tenant under this Lease with all the rights, privileges, and duties granted and imposed in this Lease.

Upon prior written approval by CITY, an approved mortgagee or beneficiary may assign this Lease. Any deed of trust, mortgage, or other security instrument shall be subject to all of the terms, covenants, and conditions of this Lease and shall not be deemed to amend or alter any of the terms, covenants, or conditions of this Lease. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this Lease. The City Manager's approval will not be unreasonably withheld, provided that the assignee is of a good character and reputation in the community.

If the Lease is subsequently assigned to an entity other than Seaforth Sportfishing Corporation or is not an intra-family assignment to a Seaforth Sportfishing Corporation affiliate company, then any encumbrances on the Premises are subject to the sole and absolute discretion of the City Manager to approve, disapprove or condition any proposed encumbrance, including but not limited to amending the Lease to provide the current rents and provisions.

4.4 Defaults and Remedies.

- a. Default. Each of the following shall constitute an event of default under this Lease:
1. LESSEE'S failure to make any payment required under this Lease when due; or
 2. LESSEE defaults in the performance of any covenant or condition required by this Lease, other than those requiring payment to CITY, to be performed by LESSEE and fails to cure the default within thirty (30) days following written notice from CITY; or if any default is not curable within thirty (30) days, and LESSEE fails to commence to cure the default(s) within the thirty-day period and diligently pursue the cure to completion; or
 3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law; or

4. LESSEE has involuntarily filed against any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) days of filing; or
5. LESSEE is adjudicated a bankrupt; or
6. LESSEE makes a general assignment for the benefit of creditors; or
7. LESSEE uses the Premises for any unauthorized purpose,

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or to possession of the Lease; and CITY may enter and take possession of the Premises. Provided, however, in the event that any default described in Section 4.4a.(1), hereinabove, is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this Lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.

If there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from the notice to cure the default(s) or, if any default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue the cure to completion. The thirty-day period may be extended during the time as mortgagee or beneficiary pursues the cure with reasonable diligence.

Anything in this Lease to the contrary notwithstanding, in the event of default, LESSEE shall be given written notice of default and the opportunity to cure the default as hereinabove provided. This right to notice and cure applies to all defaults under this Lease, however denominated and includes lease provisions which gives CITY the right to "terminate the lease," "unilaterally terminate" or any other LESSOR termination rights. The intent of the parties in all circumstances is to notify LESSEE of such defaults and give LESSEE an opportunity to cure.

- b. Remedies of Lender. Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself for the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the

thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by LESSEE. If LESSEE breaches the Lease and abandons the Premises, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies under this Lease, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. The property constituting the Premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. Any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any default when the default is discovered or when the City Council directs the City Manager to take action or require the cure of any default after the default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 Eminent Domain.

If all or part of the Premises is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. If the entire Premises are taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- b. If there is a partial taking of the Premises, and in the opinion of CITY (determined reasonably and in good faith), the remaining part of the Premises is unsuitable for the lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. If a partial taking of the Premises, and in the opinion of CITY, the remaining part of the Premises is suitable for continued lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the Premises taken.
- d. Award. All monies awarded in any taking shall belong to CITY, whether taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE, CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the Premises in accordance with this Lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

4.6 Approval of Ownership Interests In Lessee.

Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this lease as an assignee. The City Manager's approval will not be unreasonably withheld, provided all persons and entities are of good character and reputation in the community.

4.7 Additional Consideration to CITY.

LESSEE and CITY agree that in the event of an assignment, in the event of a subletting of the majority portion of the leasehold, or in the event of a refinancing

creating an encumbrance against the leasehold after the permanent improvements have been constructed, pursuant to the Development Plan as described in Section 6.12, Development Plan, of this Lease, LESSEE shall pay to CITY two percent (2%) of the gross amount paid for the leasehold in connection with an approved assignment of the lease, two percent (2%) of any amount paid LESSEE in consideration of a sublease of all or a majority portion of the leasehold, or two percent (2%) of the amount of any increased loan or encumbrance against the property over and above the amount of the then existing balance(s) of the existing encumbrance(s) plus the cost of the improvements pursuant to the Development Plan if not part of the existing encumbrances. The amount upon which the two percent (2%) shall be based shall be the total consideration resulting from the transaction including total cash payments and the market value of noncash consideration, including but not limited to stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments. Prior to CITY'S consent to any assignment, majority subletting, or refinancing, LESSEE shall deliver to CITY a written statement of all sums due and owing to CITY from LESSEE pursuant to the provisions of this section, together with an acknowledgment from the proposed assignee, sublessee, or refinancing agency as to the amount due CITY. The sum due CITY shall be payable in full to CITY concurrent with the completion of the transaction, be it an assignment, a sublease, or a refinancing. Any assignment, subletting, or refinancing in violation of the terms and conditions of this section shall be void. The provisions of this section shall not apply to:

- a. An assignment or transfer of a beneficial interest in the leasehold resulting from devise, bequest, intestate succession, or by operation of law for the benefit of the spouse or descendants of LESSEE'S shareholders or other principals;
- b. A sale or other transfer of shares between or among LESSEE's current shareholders: Frank J. LoPreste, William E. Poole, John Yamate, Robert Williams and the Everingham Estate;
- c. Any transfer within 5 years of the commencement of this Lease of an interest in one of the four existing subleases with William E. Poole (Seaforth Marina), Kathy Wellman (The Landing Restaurant), KDME, Inc. (Seaforth Boat Rentals) or Steve Joyner (Seaforth Yacht Sales);
- d. Any other assignment for which the City Manager determines that the legal and equitable ownership interests in the leasehold have remained unchanged, such as a change in the legal or fictitious name of the LESSEE without any other change in the equity in beneficial use of, or legal title to, the leasehold as an asset or the income produced.

SECTION 5: INSURANCE RISKS/SECURITY5.1 Indemnity.

LESSEE agrees to defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents or officers, which arise out of or are in any manner directly or indirectly connected with the grant of this Lease to LESSEE, the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents, and/or employees.

5.2 Insurance.

- a. LESSEE shall deliver to CITY a current certificate of insurance for a Commercial General Liability/marine liability policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Five Million Dollars (\$5,000,000) per occurrence, subject to an annual aggregate of Five Million Dollars (\$5,000,000).
 1. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
 2. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department.
 3. Qualified Insurer(s). All insurance required by the terms of this Lease must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

4. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
5. Continuity of Coverage. All policies shall be in effect throughout the Term and any extended use, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement.
 - a. At least thirty (30) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease.
 - b. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on LESSEE'S leasehold in accordance with section 4.3, Encumbrance, of this Lease, the proceeds may be paid to the approved mortgagee or beneficiary, provided adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the leased premises.
6. Modification. To assure protection from and against the kind and extent of risk existing on the Premises, CITY, in its discretion (exercised reasonably and in good faith), may require the revision of amounts and coverage at any time during the Term by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements in order to meet the requirements of this Lease. City may require sublessees of LESSEE to maintain commercial general liability insurance coverage in amounts and for risks reasonably required to insure such sublessees' probable exposure to risks associated with its operations.
7. Accident Reports. LESSEE shall report to CITY any accident causing property damage or injury to persons on the Premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the

accident, the names and addresses of any witnesses, and other pertinent information.

8. Failure to Comply. Notwithstanding any other provision of this Lease, if LESSEE fails or refuses to obtain or maintain insurance as required by this Lease, or fails to provide proof of insurance, CITY may terminate this Lease immediately upon such breach. Upon such termination, LESSEE shall immediately cease its use of the Premises and commence and diligently pursue the removal of its property from the Premises.
9. All Risk Property Insurance. LESSEE shall obtain and maintain, at its sole cost, All-Risk Property insurance on all insurable property on the leased premises in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver to CITY a certificate of such insurance.
10. Commercial Automobile Liability. For all of LESSEE's automobiles, including owned, hired and non-owned automobiles, LESSEE shall keep in full force and effect automobile insurance written on an "ISO form CA 00 01 12 90" or a later version of this form or an equivalent form, providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence and \$2 million aggregate. Insurance certificate shall reflect coverage for any automobile [any auto].
11. Workers' Compensation. For all of LESSEE's employees who are subject to this Lease, and to the extent required by applicable state or federal law, LESSEE shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of \$1 million employers' liability coverage, and LESSEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives. This policy shall also include coverage for claims made under the Long Shoreman Harbor Workers Compensation Act and the Jones Act.

5.3 Waste, Damage, or Destruction.

LESSEE agrees to give notice to CITY of any fire or other damage that may occur exceeding twenty-five thousand dollars (\$25,000) on the Premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or allow to be committed any waste or injury or any public or private nuisance, to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Premises is damaged

by any cause which puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make or cause to be made full repair of the damage and to restore the Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE agrees to clear and remove from the Premises all debris resulting from the damage and rebuild the Premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope of the operation which existed prior to the damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, of this Lease.

LESSEE shall commence preliminary steps toward performing repairs, restoration, or replacement of the Premises within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time. CITY may determine in its discretion (exercised reasonably and in good faith) an equitable deduction in the Minimum Annual Rent for the period or periods that the Premises are untenable by reason of the damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

6.1 Acceptance of Premises.

By signing this Lease, LESSEE 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. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this Lease. LESSEE further acknowledges that the Premises are in the condition called for by this Lease, that CITY has performed all work with respect to the Premises, and that LESSEE does not hold CITY responsible for any defects whether apparent or latent, in the Premises, including the presence of any hazardous wastes.

6.2 Entry and Inspection.

CITY reserves and shall always have the right with reasonable notice unless an emergency, but not the obligation, to enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, or to protect its interests in the Premises, or to inspect the operations conducted on the Premises. If entry or inspection by CITY discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE shall pay promptly any and all costs incurred by CITY in having the necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition. If at any time CITY determines that the Premises are not in a decent, safe, healthy, and sanitary

condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate in the opinion of CITY to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this Lease imposed on CITY.

6.3 Maintenance.

LESSEE shall assume full responsibility and cost for the operation and maintenance of the Premises throughout the Term. LESSEE will make all repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with the Development Plan described in Section 6.12, Development Plan, of this Lease and with all applicable laws.

6.4 Improvements/Alterations.

LESSEE shall not construct any improvements, structures, or installations on the Premises or make any alterations to the Premises without prior written approval by the City Manager. LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Premises without prior written approval by the City Manager, which approval shall not be unreasonably withheld. This provision shall not relieve LESSEE 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 obligated by this Lease to make or assume any expense for any improvements or alterations.

6.5 Utilities.

LESSEE shall order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the Premises. All utilities will be installed underground.

6.6 Construction Bond.

Whenever there is any construction to be performed on the Premises, LESSEE shall deposit with CITY, prior to commencement of the construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the

uncompleted construction shall be removed and the Premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.

6.7 Liens.

LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the Premises and the costs of defending against claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the Premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of the filing either:

- a. take all actions necessary to record a valid release of lien; or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

Provided however, in the event that a "notice of lien" is filed by a contractor, but there is no default under the contract with such contractor, and the contractor has filed a "notice of lien" merely to give notice of a possible future claim, the provisions of "a" and "b" above shall not apply to that case.

6.8 Taxes.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the Premises, including any licenses or permits. LESSEE recognizes and agrees that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interest, and that LESSEE shall pay all possessory interest taxes. LESSEE further agrees that payment for taxes, fees and assessments will not reduce any rent due CITY.

6.9 Signs.

LESSEE shall not 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 unauthorized item is found on the Premises,

LESSEE agrees to remove the item at its expense within twenty-four (24) hours notice by CITY, or CITY may remove the item at LESSEE'S cost.

6.10 Ownership of Improvements and Personal Property.

- a. Any and all improvements, structures, and installations or additions to the Premises now existing or constructed on the Premises by LESSEE shall at Lease expiration or Lease termination be deemed to be part of the Premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this Lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove the improvements, structures and installations as directed by CITY, at LESSEE'S sole cost on or before Lease expiration or Lease termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE shall remove LESSEE-owned machines, appliances, equipment and other items of personal property by the date of the expiration or termination of this Lease. Any items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove the items at LESSEE'S expense.
- d. If any removal of personal property by LESSEE results in damage to the remaining improvements on the Premises, LESSEE agrees to repair all damage.
- e. For any necessary removal by either CITY or LESSEE which takes place beyond the expiration or earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or termination.
- f. Notwithstanding any of the foregoing, if LESSEE desires to dispose of any of its personal property used in the operation of the Premises upon the expiration or earlier termination of this Lease, then CITY shall have the first right to acquire or purchase the personal property.

6.11 Unavoidable Delay, Catastrophic Events.

If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, the party shall be excused from performing that act for the period equal to the period of the prevention or delay. As used in this Section, 6.11 "other causes beyond the reasonable control" of LESSEE shall include, but not be limited to, the following: denial of access to Mexican waters, severe restrictions upon access to Mexican waters, or the unavailability of Mexican fishing or touring permits imposed upon U.S. sportfishing vessels generally by Mexican federal regulatory agencies; severe weather or other conditions causing substantial damage to Seaforth's facilities, including its bait receivers; federal or state regulations imposing area closures or other severe restrictions on fishing operations (including but not limited to the Marine Life Protection Act and similar regulations); closures of Mission Bay; local (within Southern California and Mexican waters) chronic fishing droughts (those lasting in excess of two consecutive fishing seasons and resulting in catches of less than 50% of 5-year historical season averages as reported by all Southern California commercial passenger fishing vessels to the California Department of Fish and Game, Commercial Passenger Fishing Project, or a substitute data base generally accepted as authoritative, should this Project be discontinued); acts of war and other catastrophic events resulting in substantial interference with, or interruption of, LESSEE's business operations. If LESSEE or CITY claims the existence of a delay, the party claiming the delay shall notify the other party in writing of the fact within ten (10) days after the beginning of any claimed delay. Should the occurrence of any of the foregoing catastrophic events result in substantial, material and irreparable interference with LESSEE's ability to profitably continue the business activities contemplated under this lease, LESSEE shall have the right, but not the obligation, to terminate this Lease, which termination shall be subject to CITY's consent, which consent shall not be unreasonably withheld.

6.12 Development Plan.

- a. LESSEE shall develop the Premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Section 9.3, Development Summary, of this Lease. The City Manager or his designee shall have the authority to authorize changes to the Development Summary, provided that the basic concept of the Development Plan may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the

Office of the City Clerk, except as limited by Section 6.14, Hazardous/Toxic Waste, of this Lease. Failure by LESSEE to comply with the Development Plan or Development Summary shall constitute a major default and subject this Lease to termination by CITY. The City Manager, in his sole discretion, may approve an extension to the date specified for completion in the Development Summary of up to one (1) year without further City Council approval.

At least one hundred eighty (180) days prior to the last day of the tenth (10th) Lease Year, LESSEE shall submit to CITY for the review and approval of the City Manager, an updated Development Plan (the "Redevelopment Plan") for capital improvements on the Premises that includes new pleasure craft marina docks and a new boat rental dock to replace those docks not replaced under the Development Summary described in Section 9.3, Development Summary, of this Lease. The Redevelopment Plan shall include detail on proposed improvements, estimated project costs, a project timeline/schedule, a date for completion of construction, and a guaranteed minimum dollar amount that will be allocated for project costs. Furniture, trade fixtures, equipment and other personal property not affixed to the Premises shall not be included as part of LESSEE'S project costs. Upon approval by City Manager, whose approval shall not be unreasonably withheld, and upon issuance of building permits, LESSEE shall have one (1) year to begin construction of the improvements described in the approved Redevelopment Plan, subject to LESSEE notifying CITY of any force majeure. If LESSEE fails to complete construction by the scheduled completion date, CITY will be entitled to damages in the amount of fifty percent (50%) of the average daily rent for the three (3) Lease Years immediately preceding the scheduled completion date for every day of failure to meet the schedule of development until completion of development, the amount representing liquidated damages which will be paid in addition to any rent due. If LESSEE fails to submit and implement the Redevelopment Plan or complete construction within one (1) year of the scheduled completion date stated in the approved Redevelopment Plan, CITY may, at its option, terminate this Lease. LESSEE acknowledges that any project costs associated with the Redevelopment Plan shall not be consideration for any extension of the Term set forth in Section 2.1, Term, of this Lease.

6.13 Hazardous/Toxic Waste.

Except as stated in Section 7.26, Diesel Fuel, of the Lease, LESSEE shall not allow the installation of additional underground storage tanks or release of hazardous substances in, on, 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 Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

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

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

If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the Premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the Premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely

responsible for all costs and expenses incurred.

6.14 Failure to Meet Development Schedule.

If LESSEE fails to complete construction in accordance with the schedule of development referenced in Section 9.3, Development Summary, of this Lease, LESSEE shall pay CITY fifty percent (50%) of the average daily rent for the three (3) Lease Years immediately preceding the scheduled completion date for every day of failure to meet the schedule of development until completion of development, the amount representing liquidated damages, which will be paid in addition to any rents due. If construction is not completed within twelve (12) months following the date specified for completion in the Development Summary, CITY may, at its option, terminate this Lease. Upon at least 60-days advanced written request by LESSEE, the City Manager, in his sole discretion, may approve an extension to the development schedule of up to one (1) year without further City Council approval.

Notwithstanding the above, if LESSEE begins construction of the improvements described in the Development Plan and ceases activity on constructing the improvements for more than three (3) months, CITY may, at its option, terminate this Lease. LESSEE must provide CITY with written notice if construction activity ceases for a thirty (30) day period and if any construction activity subsequently resumes.

6.15 Coastal Commission Approval.

LESSEE shall comply with the California Coastal Act, at its sole cost, and apply to the California Coastal Commission or other authorized state body for any necessary coastal development permit authorizing the construction of improvements in the Coastal Zone as described in the Development Plan. LESSEE will proceed with diligence to obtain the permit, but if unable to do so within twelve (12) months after the *Commencement Date*, CITY or LESSEE may terminate this Lease by providing written notice to the other party prior to June 1, 2008. If CITY or LESSEE elects to terminate this Lease in accordance with this Section 6.15, the prior Lease between the parties, Document RR-254041, dated April 20, 1981, as amended, shall revive.

SECTION 7: GENERAL PROVISIONS

7.1 Notices.

- a. Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the Premises or at another address

designated in writing by LESSEE as follows:

Frank J. LoPreste, President
Seaforth Sportfishing Corporation
1717 Quivira Road
San Diego, CA 92109

and to CITY as follows:

Real Estate Assets Director
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4155

City Attorney
1200 Third Avenue, Suite 1620
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary, as applicable, at an appropriate address designated in writing by the respective party. Notice shall be effective on personal service or two days after deposit in the United States mail.

- b. Any party entitled or required to receive notice under this Lease may by like notice designate a different address to which notices shall be sent.

7.2 Compliance with Law.

LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any law, statute, ordinance, or regulation.

7.3 CITY Approval.

The approval or consent of CITY, wherever required in this Lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

7.4 Nondiscrimination.

LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status,

national origin, age, marital status, or physical disability in LESSEE'S use of the Premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE shall insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Lease from local residents and firms as opportunities occur. LESSEE shall hire qualified local residents and firms whenever feasible.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may

result in termination of this lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

7.6 Partial Invalidity.

If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

7.7 Legal Fees.

In the event of any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

7.8 Number and Gender.

Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

7.9 Captions.

The lease outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be consecutive. The lack of consecutive numbers is *intentional* and shall have no effect on the enforceability of this Lease.

7.10 Entire Understanding.

This Lease contains the entire understanding of the parties. Each party, by signing this Lease, agrees that there is no other written or oral understanding between the parties with respect to the Premises. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each of the parties in this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease.

The failure or refusal of any party to read the Lease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Lease will be valid unless it is in writing and signed by all parties.

7.11 CITY Employee Participation Policy.

It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a condition that the contract, agreement, or Lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve months immediately preceding the employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

7.12 Drug-free Workplace.

LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace.
 2. The LESSEE'S policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug abuse violations.
- c. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Disabled Access Compliance.

LESSEE shall comply with the California Government Code, Sections 11135-

11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE'S compliance shall include, but not necessarily be limited to, the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the Premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.
- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.

7.14 Corporate Authority.

Each individual executing this Lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding upon the corporation in accordance with its terms, and that LESSEE is a duly qualified corporation and all steps have been taken prior to the Commencement Date to qualify LESSEE to do business in the state where the Premises are situated.

7.15 Standard of Employees.

LESSEE and its employees shall at all times conduct themselves and the operations on the Premises in a creditable manner.

7.16 Supersedure.

It is mutually agreed that this Lease, upon execution, supersedes and annuls that certain lease executed on April 20, 1981 with Seaforth Sportfishing Corporation, Document RR-254041, as amended, which is hereafter void and of no effect unless the Costal Commission disapproves the CITY approved Development Plan described in Section 6.12, Development Plan, of this lease and filed with the CITY as Development Permit No. 198554 approved on December 7, 2005, and except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under that agreement.

7.17 Fishing Boats.

LESSEE agrees to operate from the Premises a minimum of six (6) fishing boats with a total capacity of not less than twenty-five (25) passengers per boat at all times during the Term of this Lease.

7.18 Transient Slip (or Mooring) Facilities.

Five (5) slips (or moorings), depending on the type of facilities offered, or two percent (2%) of the total number of slips (or moorings) maintained by LESSEE, whichever number is larger, shall be specially marked for use by transient boats. In no event shall these slips (or moorings) designated for transients be rented or occupied by the same person or boat for longer than seventy-two (72) consecutive hours. It is the intent of this condition to provide overnight slip (or mooring) space for boats normally berthing outside the Mission Bay area. Any method of circumventing this provision in violation of the intent herein expressed shall be construed as a breach of this condition and may result in termination of the Lease.

7.19 Live Bait.

LESSEE may sell bait in connection with the purpose of this Lease, but may not maintain any live bait receivers within the water area of the Premises as long as adequate supplies are available in the opinion of the City Manager from other sources within Mission Bay. Provided that LESSEE cannot obtain bait of sufficient quantify and/or quality, upon written permission from the City Manager, LESSEE may install, maintain, and operate bait receivers on the Premises, or at other sites as may be acceptable to the City Manager.

7.20 Damaged Equipment.

LESSEE shall salvage within twenty-four (24) hours any property, real or personal, of LESSEE'S declared by CITY to be a menace to navigation or a nuisance within Mission Bay and to salvage or cause to be salvaged any sunken vessel or property upon the Premises, irrespective of ownership. CITY may

require that any boats not kept in a clean and operable condition be removed from the Premises.

7.21 Enforcement of Living on Board Vessels Regulation.

LESSEE shall be responsible for the enforcement, both within and in connection with the Premises, of the following living on board vessels regulation:

“It is unlawful for any person to remain overnight on board any vessel in Mission Bay Park unless the vessel has a functional, self-contained toilet on board that does not discharge into the waters of the Bay. It is unlawful for any owner of any vessel to occupy it or allow it to be occupied overnight in Mission Bay Park for a period of more than ninety (90) days, whether successive or cumulative, during any one calendar year. A vessel is presumed to be occupied overnight when there are one or more persons on board after midnight. The lessees of land in Mission Bay Park are primarily responsible for the enforcement of this subsection, 63.25.71(a), on the water abutting their leased lands.”

The above living on board vessels regulation is presently set forth in the San Diego Municipal Code Section 63.25.71, “Living on Board Vessels, Overnight Anchorage Regulated,” and is subject to amendment or modification by the City Council. LESSEE shall comply or secure compliance with any amendment or modification to this Municipal Code provision.

7.22 Trash and Refuse.

LESSEE shall provide containers on or immediately adjacent to the Premises to receive trash and refuse generated aboard vessels using LESSEE'S docking or launching facilities. Refuse containers shall be located so as to be conveniently used by occupants of vessels using LESSEE'S facilities and shall be of sufficient size and number to contain the refuse generated aboard all vessels using LESSEE'S facilities. The containers shall be covered and emptied regularly enough to prevent them from overflowing or creating unhealthful, unsightly, or unsanitary conditions. The contents of the containers shall be disposed of by LESSEE or others acting pursuant to LESSEE'S direction at authorized landfills or other garbage reception areas as provided under law applicable at the time of collection.

7.23 Plastic Food Containers.

- a. LESSEE shall not, after the effective date of this lease, provide to its customers any prepared food in polystyrene foam food packaging, nor shall LESSEE obtain or keep any polystyrene foam food packaging of a type, design, and condition suited for providing prepared food to its

customers for consumption off the Premises.

- b. LESSEE'S food packaging for prepared food to be consumed on the Premises or for takeout food shall be biodegradable, and LESSEE shall provide upon demand evidence in the form of paid invoices to indicate the purchase of biodegradable containers in amounts sufficient to indicate compliance with this section. LESSEE'S food packaging for prepared food to be consumed off the Premises shall be biodegradable unless LESSEE demonstrates to the satisfaction of CITY that biodegradable food packaging materials are not available for purchase in the quantities required by LESSEE. In the event that biodegradable food packaging materials are not available for purchase in the quantities required by LESSEE, LESSEE may limit its use of the packaging to the amount actually available.
- c. For purposes of this Lease, the following definitions are applicable:
 - 1. "Prepared food" means foods or beverages which are prepared on the Premises by cooking, chopping, slicing, mixing, freezing or squeezing, and which require no further preparation to be consumed.
 - 2. "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids which are not intended for reuse, on or in which any foods or beverages are placed or packaged on the Premises.
 - 3. "Takeout food" means prepared foods or beverages requiring no further preparation to be consumed and which are purchased in order to be consumed off the Premises.

7.24 Boat Rentals.

For purposes of this Lease, the term "vessels" includes ships of all kinds, motorboats, sailboats, personal watercraft, and every structure adapted to be navigated from place to place upon the water for recreation or for the transportation of merchandise or persons. LESSEE shall be permitted to rent vessels to the general public subject to prior written approval from the City Manager as to the number and type of vessels available for rent. The City Manager may, upon written notice to LESSEE and with reasonable cause, modify any approval previously given. LESSEE shall carry commercial general liability insurance, the amounts and coverages of which shall be based upon the City Manager's assessment of the risk associated with the rental operation.

All vessels for rent which are required by law to be registered with the California Department of Motor Vehicles shall be currently registered as rental vessels and carry proper registration numbers and stickers. All vessels for rent shall be identified by LESSEE through the use of distinctive markings or logos. Each rental vessel shall be equipped with a waterproof map detailing all current regulations and activity zones for Mission Bay, along with all safety equipment required by law. At any time that LESSEE is renting a vessel or vessels, LESSEE shall have at least one operational chase boat and staff to operate it available on the waters of Mission Bay. No rental vessel may be stored on public property outside the leasehold. LESSEE agrees that the City Manager or his designees shall have the authority to immediately terminate any rental activities which are not in conformance with the stipulations of this lease or current boating regulations.

7.25 Pump Out Stations.

At the time LESSEE performs any major marina improvements (other than those improvements contemplated in Section 6.12, Development Plan, of this Lease or as may be earlier required by the San Diego Lifeguard or future Mission Bay Park Master Plan), prior to and as a condition of City approval, LESSEE shall provide one or more holding tank pump out stations for use by the general boating public. These pump out stations shall be maintained by the LESSEE in good working condition and shall be specially marked for use by the general boating public. Pump out stations shall be located so as to be conveniently used by occupants of vessels using LESSEE'S facilities and the general boating public and shall be of sufficient size to at least contain the waste material generated aboard all vessels using LESSEE'S facilities. Pump out stations shall be enclosed, emptied, and serviced regularly enough to prevent them from overflowing or creating unhealthy, unsightly, or unsanitary conditions. The contents of the pump out stations shall be disposed of into the CITY'S sewer system by LESSEE or others acting pursuant to LESSEE'S direction, in a manner as provided under applicable law at the time of disposal.

It is the intent of this provision to provide sufficient opportunity for the general boating public to properly dispose of the waste material generated aboard their vessels.

7.26 Diesel Fuel.

LESSEE shall have the right, upon obtaining all necessary and required permits, to construct and operate two underground diesel fuel storage tanks for storage of diesel fuel for use by LESSEE'S sportfishing boats. LESSEE hereby agrees that the diesel fuel will be used exclusively by LESSEE'S boats and will not be sold to the general public.

7.30 San Diego's Strong Mayor Form of Governance.

All references to "City Manager" in the Lease and all subsequent amendments to the Lease shall be deemed to refer to "Mayor". This section shall remain in effect for the duration the CITY operates under the Mayor-Council (commonly referred to as "Strong Mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.

SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

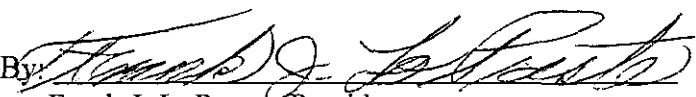
THE CITY OF SAN DIEGO

Date _____

By: _____
James F. Barwick, Real Estate Assets Director

LESSEE: SEAFORTH SPORTFISHING CORPORATION

Date 8-29-07

By: 
Frank J. LoPreste, President

APPROVED as to form and legality the _____ day of _____, 2007.

MICHAEL J. AGUIRRE, CITY ATTORNEY

By: _____
Deputy City Attorney

SECTION 9: EXHIBITS

9.1 Exhibit "A" Legal Description

That portion of the tidelands and submerged or filled lands of Mission Bay (formerly False Bay) and a portion of the Pueblo Lands of San Diego according to Map thereof made by James Pascoe in 1870, a copy of which was filed in the office of the County Recorder of San Diego County, November 14, 1921, and is known as Miscellaneous Map No. 36, all being in the City of San Diego, County of San Diego, State of California, and described as a whole as follows:

Commencing at the Southeast corner of Lot 24 in Block 10 of Resubdivision of Blocks 7, 8 and 10 and a portion of Block 9 and Lot "A", Inspiration Heights, according to Map thereof No. 1700, filed in the office of the County Recorder of San Diego County, December 27, 1917; thence along the Southerly line of said Lot 24, South 89°55'56" West (Record = South 89°59'00" West) 25.00 feet to a point of tangent curve in the boundary of said Lot 24; thence South 00°04'04" East, 2.00 feet to an intersection with a line which is parallel with and 2.00 feet Southerly at right angles to the Southerly line of said Block 10; thence along said parallel line North 89°55'56" East, 249.70 feet; thence North 05°30'02" West 104.06 feet to the United States Coast and Geodetic Survey Triangulation Station "Old Town" (The Lambert Grid Coordinates, California Zone 6, for said Station "Old Town" are X=1,712,415.7 and Y=213,819.22) and said Triangulation Station is located at Latitude 32°45'02.45" North and Longitude 117°11'07.200" West being also the point of origin for the San Diego City Engineer's Mission Bay Park Coordinate System; thence North 5,160.53 feet and West 16,030.79 feet, being at Mission Bay Park Coordinates: North 5,160.53 feet and West 16,030.79 feet; thence South 66°35'46" East, 352.89 feet being at Mission Bay Park Coordinates North 5,020.42 feet and West 15,706.89 feet and being also the TRUE POINT OF BEGINNING: Thence continuing South 66°35'46" East 618.76 feet being at Mission Bay Coordinates North 4,774.57 feet and West 15,139.07 feet; Thence continuing South 66°35'46" East, 313.04 feet; thence South 40°00'00" West, 836.74 feet to a point which is South 50°00'00" East, 800.00 feet from Mission Bay Park Coordinates North 4,523.49 feet and West 16,002.46 feet; thence North 50°00'00" West 800.00 feet to said Mission Bay Park Coordinates North 4,523.49 feet and West 16,002.46 feet; thence North 29°23'27" West 213.68 feet being at Mission Bay Park Coordinates North 4,709.66 feet and West 16,107.32 feet; thence North 40°00'00" East 339.78 feet being at Mission Bay Park Coordinates North 4,969.95 feet and West 15,888.92 feet; thence South 50°00'00" East 87.00 feet being at Mission Bay Park Coordinates North 4,914.03 feet and West 15,882.27 feet; thence North 40°00'00" East 86.50 feet, being at Mission Bay Park Coordinates North 4,980.29 feet and West 15,766.67 feet; thence South 50°00'00" East 20.00 feet, being at Mission Bay Coordinates North 4,967.44 feet and West 15,751.35 feet; thence North 40°00'00" East 69.16 feet to the TRUE POINT OF BEGINNING.

NOTE: The aforesaid premises are delineated on City of San Diego Engineering Drawing No. 4823-D-D dated January 17, 1958, as revised June 29, 1966.

000755 Exhibit "B" Aerial Map of the Leased Property



Legend

SEAFORTH
SPORTFISHING
LEASE
BOUNDARY IN
YELLOW

Photo date: 1999



1:1797

Vicinity Map



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Plot Date: 03/20/03

9.3 Development Summary.

As required by Section 6.12, Development Plan, of the Lease, the following Development Summary is agreed to by CITY and LESSEE as material consideration for this Lease.

- a. Site Plan. [See Attachment 2, below]
- b. Financial Plan: Approximately \$5.5 million in construction costs to be paid \$1.5 million in cash (provided by LESSEE) and the balance financed through a \$4.0 million construction loan from San Diego National Bank at market rate interest repayable over 20 years and secured by LESSEE's interest in the leasehold and other collateral of LESSEE's principals as may be required by lender. (Subject to City Approval per Section 4.3, Encumbrance, and Section 4.7, Additional Consideration, of this Lease.)

c. Redevelopment Plan:

- 1. Plan Description and Schedule: See Attachment 1 (5 pages)
- 2. Architectural Plans: See Attachment 2 (50 pages)
- 3. Costs: See Attachment 3 (1 page)
- 4. Team:

William Watts	Architect, General Design
La Costa Engineering/Marty Montgomery	Structural Engineer
Darsono Cunningham	Landscape Architect
Alta Engineering/Bill James	Hydrology Study, Storm Water, Civil Engineering
Nynyo & Moore	Soils Engineer, Percolation Test, Structural Soils Building
Hankins Corporation	Design Construction Contractor

- 5. Pre- & Post-Redevelopment Pro Formas: See Attachment 4 (1 page)

d. Development Schedule:

Construction ("Construction Period") is to start within 6 months after the Commencement Date and will be completed on or before 18 months after commencement of construction. The CITY will be entitled to damages as specified in Section 6.14, Failure to Meet Development Schedule, of this Lease if LESSEE fails to complete the project in accordance with the Development Plan and Development Summary.

ATTACHMENT 1
Redevelopment Plan Description
and
Redevelopment Schedule

DISCUSSION

The lessee is proposing a substantial, phased redevelopment of the entire landside improvements, to include: demolition and new construction of three buildings; additional landscaping and parking and drainage improvements; and, the addition of lighting to illuminate the promenade and parking area closest to the water (lighting plan to be distributed separately). Additionally, substantial redevelopment/reconstruction of the majority of the water side improvements is also proposed, to include: demolition and redevelopment of the sport fishing dock; demolition, new construction and/or refurbishment of the five (5) main piers and perimeter dock within the pleasure craft marina; and, installation of new electrical service, domestic water service and fire suppression systems for the docks in both the sport fishing facility and the pleasure craft marina. The lessee's proposed redevelopment will be confined to the current leasehold premises and does not include any expansion of the leasehold boundaries; it also does not pose any change in the permitted use. Attachment 1 depicts the leasehold layout of the landside and waterside improvements and includes some of the proposed redevelopment details and project data. The lessee's proposal includes the following elements:

1. Landside Redevelopment.

A. Building Structures: As proposed, the three existing buildings, totaling 16,248 sq. ft. in area, will be demolished and replaced with three new buildings, totaling 10,100 sq. ft. in area, for a net decrease in total area of 6,148 sq. ft. The proposed locations and footprints of the new buildings are depicted on Attachment 1 in relation to the locations and footprints of the existing buildings they will replace. The lessee's plans call for the architecture to be consistent with the style requirements of the Mission Bay Park Master Plan (MBPMP) and similar to that of the recently-constructed structures at Dana Landing. While the existing structures encroach into the fifty foot (50 ft.) setback by approximately three feet (3 ft.) on average, the new buildings will be setback at least fifty feet (50 ft.) from the Mean High Water Line (MHWL) in accordance with the MBPMP (see Attachment 1). This will be possible without having to build into the existing parking lots. However, in order to accomplish this, the lessee requests the Committees consider its proposal to construct pergolas over the patios on the South elevations of the new structures that would encroach into the setback as depicted on Attachment 1. The plans and elevations of the proposed buildings are depicted on Attachment 2. A detailed evaluation of the utility loads has not been done, however, lessee will be replacing the current hot food restaurant with a deli shop, which should significantly reduce overall electrical demand on the premises. All restrooms and showers will meet ADA standards. An enclosed dumpster yard for each new building will be added. The redevelopment is not expected to increase the load on the sewer system or to increase water demand.

B. Landscaping, Parking and Drainage: The general landscaping, parking and drainage configuration plans are provided on Attachment 3; landscaping notes are provided on Attachment 4. In addition to the previously mentioned pergolas, landscaped islands would be added along the promenade within the concrete paved

plaza on the South side of the new buildings. In keeping with the existing landscaping in the area, canopy trees will be employed. Commercial advertising signs and store-front signs will be replaced with sand blasted, painted signs. The advertising signs will be low-to-the-ground, monument-type signs as called for in the MBPMP. The proposed advertising signs, along with their dimensions, are depicted on Attachment 5. Planned improvements are intended to satisfy the new guidelines for shading, tree point system and quality of runoff. According to the lessee, a preliminary survey of the parking lot indicates that existing grades can be used to direct parking lot runoff to new turf block drainage catchments and to improved storm drain catchments, with grease traps, redesigned per City Engineer guidelines. Existing parking totals 416 spaces. Paragraph 14a. (Commercial Parking Standards) of the Design Guidelines of the MBPMP provides minimum parking standards to be applied to "... all new development, additions or redevelopments of existing leaseholds within the Park". Pursuant to paragraph 14a., and through a liberal application of the standards applicable to this proposed leasehold redevelopment, the total number of required parking spaces was calculated to be between 471 and 476, inclusive of nine (9) ADA required accessible spaces. The total number of available peak parking spaces that the upgraded parking facility will yield is estimated to be at least 477, inclusive of ten (10) ADA accessible spaces (although only nine (9) are required), and potentially as high as 500 or more. This estimated total number of parking spaces resulting from the upgrade includes new spaces created through the conversion of the 10,710 sq. ft. lawn to turf block parking. However, also pursuant to the above-cited paragraph 14a. and because the uses do overlap within the leasehold, should the total number of required parking spaces be unachievable, the lessee requests a relaxation (reduction) of the total number of required parking spaces by a number equal to the difference between the total required number and the total number of spaces actually achieved (up to 1/3 of the total number of required spaces). Additionally, based on the paragraph 14a. parking standard ratio of 20 parking spaces per charter fishing boat mooring space, more than seventy-five percent (75%) of the calculated total number of required parking spaces are attributable to the eighteen (18) proposed charter fishing boat mooring spaces ($20 \times 18 = 360$ parking spaces); however, since this use is seasonal, the parking impact from the charter boat operation is not year-round.

C. Landside Redevelopment Schedule: The redevelopment is planned to follow the phased order listed below (cost estimates are indicated where known):

- 1.) Pleasure Craft Marina Building and Boat Rental Building - \$457,000 and \$351,000, respectively. Demolish existing 8,816 sq. ft Marina building and replace with new 3,300 sq. ft. building. Demolish existing 3,432 sq. ft Rental building and replace with new 2,600 sq. ft. building. Construction yards would be located on site; portable buildings would be rented and located on site during the construction period to maintain service to the Marina tenants. Construction is scheduled to begin in October 2007 and to be completed by June 2008.

2.) Sportfishing Building - \$657,000. Demolish existing 4,000 sq. ft. Sportfishing building and replace with new 4,500 sq. ft. building. Portable buildings would be rented for the winter whale watching season. Construction is scheduled to begin in October 2007 and to be completed by June 2008.

3.) Landscape and Parking Drainage Improvements - This will be the final phase of the leasehold redevelopment. Exclusive of advertising sign replacement, which is scheduled for completion during the first phase described above (by June 2005), it is anticipated that this phase will begin no sooner than the Fall of 2007 and will be completed no sooner than June 2008.

2. Waterside Redevelopment. This portion of the proposal includes: the complete demolition and new construction of the Sportfishing dock; the complete demolition and new construction of two of the five main piers of the Marina and the complete re-decking of the remaining three main piers as well as the perimeter walkway. The addition of a pump-out station has not been proposed because the construction of a public pump-out station located in the Basin is nearing completion and should be in operation before this redevelopment project commences.

- A. Sportfishing-Charter Boat Dock: The existing charter boat dock will be extended and reconfigured through the net addition of two (2) mooring spaces enabling it to accommodate eighteen (18) charter boats. As proposed, lessee will demolish and replace the entire configuration of docks/slips. The existing dock layout and proposed new dock layout are depicted on Attachment 6. The replacement configuration will consist of 14 - 45 ft. long slips and 4 side ties on the back side of the main walkway. New electrical service will be installed and will include the addition of a new 800 Amp sub panel on the docks. New domestic water service will be installed and a new fire suppression line for the docks will be installed. An electrical alarm/call system on the locked entry to the gangway will be installed so as to enable persons with disabilities to call for assistance down the gangway. The dock system will consist of a pressure treated wood frame (gluelam beams), with 2x8 pressure treated decking, floated on polypropylene foam-filled floats. The estimated cost of development is \$510,000.
- B. Pleasure Craft Marina: The replacement and refurbishment will be accomplished using the existing piling points and will provide approximately the same number of slips as currently exist. Main piers "A" and "B" (in excess of 35 years old) will be demolished completely and replaced. The configuration of the new piers will remain the same except that pier A's twenty-two (22) - 4 ft. by 30 ft. fingers will be replaced with fingers that are 36 ft. long, which will be consistent with the other 4 piers. All the decking on main piers "C", "D", "E" and the perimeter walkway will be replaced with new wood decking (to match the new decking on piers "A" and "B"). The layout and details of the new and re-decked piers are depicted on Attachment 7. The existing electrical system, which does not meet code, will be replaced/upgraded as necessary. A new domestic water system will be installed. The existing fire suppression system, which does not meet code, will

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be replaced. An electrical alarm/call system on the locked entry to the gangway will be installed so as to enable persons with disabilities to call for assistance down the gangway. The estimated cost of the Marina improvements is \$1,609,300.

Please note that all waterside improvements were completed in June of 2006.

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HANKINS CORPORATION

General Building-Engineering Contractor, A-B Lic. #452684

1251-A Greenfield Dr., El Cajon, CA 92021

619-447-2605 Fax 619-447-4108

August 10, 2007

SeaForth Sportfishing Corporation

1717 Quivira Road, San Diego, CA

1641 Quivira Road, San Diego, CA

1677 Quivira Road, San Diego, CA

Seaforth Development Schedule *

Mobilize Temp/Office/Storage	9/17/2007
Permits City San Diego	9/17/2007
Demolition Bldgs/Grading Buildings	10/10/2007
Storm Water Drainage System	10/15/2007
Parking Lighting Underground	11/2/2007
Structural Concrete Bldgs	11/15/2007
Wood Frame Structures	12/3/2007
Rough Plumbing/Electrical	12/17/2007
Exterior Finishes Roofing, Stucco, Glazing	2/11/2008
Interior Finishes Drywall, Tile	3/10/2008
Curb Gutter, Sidewalk, Landscape Irrig	3/10/2008
Landscaping	3/10/2008
Painting/Finishes/Trim	3/10/2008
Signage, Parking Lighting	3/10/2008
Pave/Stripe Parking Lot	4/1/2008
Final Clean/Final Inspection bldg	5/1/2008
Test/Balance Systems	5/1/2008
Final Inspection Planning	5/15/2008
Demobilize	6/2/2008

*Preliminary Schedule-Estimated start and completion dates-Subject to Change

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ATTACHMENT 2
Architectural Plans

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<p>ADDITIONAL NOTES</p> <p>THE PROJECT POINT OF THE ROOF, EQUIPMENT OR ANY VENT PIPE, ANTENNA OR OTHER PROJECTION SHALL NOT EXCEED 30 ABOVE GRADE</p> <p>ALL PRIVATE OUTDOOR LIGHTING SHALL BE SHIELDED AND ADJUSTED TO FALL ON THE SAME PERIMETER WHERE SUCH LIGHTS ARE LOCATED AND IN ACCORDANCE WITH THE APPLICABLE REGULATION IN THE ZONING.</p> <p>SEE T-3 FOR PROJECT DRAWING LIST</p> <p>EACH TRUSS SHALL BE LEGIBLY BRANDED OR PERMANENTLY MARKED TO WITH THE FOLLOWING INFORMATION</p> <p>1. MANUFACTURER NAME 2. DESIGN LOAD 3. SPACING OF TRUSS</p> <p>TRUSS CONFIGURATION DRAWINGS, CALCULI AND SPECIFICATIONS TO BE SUBMITTED PRIOR TO OBTAINING CONSTRUCTION PERMITS</p>	<p>BASIS FOR STRUCTURAL DESIGN</p> <p>SEISMO LOGICAL 1997 IBC FIXED ROOF LOADS 140 PSF WIND ROOF LOADS 140 PSF FLAT ROOF LOADS 100 PSF WIND W/ 15 MPH CL. WIND LOAD 5.0 MPH CL.</p> <p>SEISMIC CRITERIA: SEISMIC ZONE 4 SEISMIC SOURCE B S-C = 0.5 I = 1.0 SEISMIC COEFFICIENT $C_s = 0.44$ SEISMIC COEFFICIENT $C_d = 1.0$ OVERLAPMENT $\gamma = 1.0$ FOR DETERMINING L₁ DISTANCE TO SEISMIC SOURCE, SEE CHAPTER 16.1 SOIL PROFILE TYPE SA ASSUMED DESIGN WIND: WIND SPEED $V = 115$ MPH WIND DIRECTION $\theta = 0$ WIND EXPOSURE CATEGORY $C = 1$</p>	<p>ACCESSIBILITY REQUIREMENTS FOR EXISTING BUILDINGS/IMPROVING</p> <p>1. I AM THE DESIGNER/OWNER IN RESPONSIBLE CHARGE OF THIS PROJECT (ALTERNATE DESIGN PROJECT) I HAVE INSPECTED THE PRELIMINARY AND FINAL PLAN DRAWINGS AND SPECIFICATIONS AND I AM SURE THAT THE PROJECT WILL COMPLY WITH ALL ACCESSIBILITY REQUIREMENTS TO THE EXTENT APPLICABLE BY LAW.</p> <p>2. I AM THE DESIGNER/OWNER IN RESPONSIBLE CHARGE OF THIS PROJECT (ALTERNATE DESIGN PROJECT) I HAVE INSPECTED THE PRELIMINARY AND FINAL PLAN DRAWINGS AND SPECIFICATIONS AND I AM SURE THAT THE PROJECT WILL COMPLY WITH ALL ACCESSIBILITY REQUIREMENTS TO THE EXTENT APPLICABLE BY LAW.</p> <p>3. I AM THE DESIGNER/OWNER IN RESPONSIBLE CHARGE OF THIS PROJECT (ALTERNATE DESIGN PROJECT) I HAVE INSPECTED THE PRELIMINARY AND FINAL PLAN DRAWINGS AND SPECIFICATIONS AND I AM SURE THAT THE PROJECT WILL COMPLY WITH ALL ACCESSIBILITY REQUIREMENTS TO THE EXTENT APPLICABLE BY LAW.</p>	<p>STRUCTURAL NOTES</p> <p>1. ALL STRUCTURE APPROVALS MUST BE OBTAINED FROM THE FIRE AND HAZARD PREVENTION DIVISION BEFORE THE BUILDING IS OCCUPIED.</p> <p>2. ALL STRUCTURE SHALL BE CONFORMED TO THE CODE WITHOUT THE USE OF A PERMITS SPECIAL INSPECTION OR SPECIAL.</p> <p>3. ALL STRUCTURE SHALL BE CONFORMED TO THE CODE WITHOUT THE USE OF A PERMITS SPECIAL INSPECTION OR SPECIAL.</p> <p>4. ALL STRUCTURE SHALL BE CONFORMED TO THE CODE WITHOUT THE USE OF A PERMITS SPECIAL INSPECTION OR SPECIAL.</p>	<p>DETAILED SCOPE OF WORK</p> <p>DEMOLITION OF THREE EXISTING BUILDINGS, REMOVAL OF EXISTING PAVING AREAS OF SEAFORTH BUSINESS CENTER, REPLACE THESE BUILDINGS WITH THREE NEW BUILDINGS OF ONE STORY EACH. EACH BUILDING LOCATED APPROXIMATELY SAME LOCATION AS DEMOLISHED BUILDINGS. MAKE CITY IMPROVEMENTS IN ACCORDANCE WITH SECTION 14.0000 OF THE CITY CHARTER AND IN ACCORDANCE WITH CITY DEVELOPMENT PERMIT CONDITIONS, INCLUDING APPROVALS TO PARKING, LANDSCAPE, ACCESS, FIRE SAFETY, HANDICAP AND NEEDS OF THE LANDSCAPE TO OPERATE THE BUILDINGS.</p> <p>A SEPARATE PERMIT IS REQUIRED FOR REMOVAL OF THE EXISTING BUILDINGS</p> <p>BUILDING CODE DATA</p> <p>TYPE OF CONSTRUCTION: TYPE V UNFINISHED APPLICABLE CODE: 1997 IBC OCCUPANCY CLASSIFICATION: OCCUPANCY M - EXCISE OFFICE NUMBER OF STORIES: ONE BUILDING HEIGHT: TALLEST OF THREE BLDGS. SPORTS/CLUB, 16.50' GOVERNANCE CODE:</p> <p>ALL CODES SHALL COMPLY BY 2004 WITH ALL CITY ORDINANCES AND ALL CITY ORDINANCES SHALL COMPLY BY 2004 WITH ALL CITY ORDINANCES AND ALL CITY ORDINANCES SHALL COMPLY BY 2004 WITH ALL CITY ORDINANCES</p> <p>FLOOR AREA ANALYSIS</p> <p>GROSS FLOOR AREA: 10,000 SQ FT NET FLOOR AREA: 10,000 SQ FT TOTAL FLOOR AREA: 10,000 SQ FT</p>	<p>PROJECT:</p> <p>DESIGNER:</p> <p>REVISIONS:</p>
<p>VICINITY MAP</p>	<p>REGULATORY AGENCY COMMENTS:</p> <p>1. <input type="checkbox"/> CITY ENGINEER REPORT NO.:</p> <p>2. <input type="checkbox"/> FIRE DEPARTMENT REPORT NO.:</p> <p>3. <input type="checkbox"/> HEALTH DEPARTMENT REPORT NO.:</p> <p>4. <input type="checkbox"/> PLUMBING INSPECTOR REPORT NO.:</p> <p>5. <input type="checkbox"/> ELECTRICAL INSPECTOR REPORT NO.:</p> <p>6. <input type="checkbox"/> MECHANICAL INSPECTOR REPORT NO.:</p> <p>7. <input type="checkbox"/> SOLE ENGINEER REPORT NO.:</p> <p>8. <input type="checkbox"/> LANDSCAPE ARCHITECT REPORT NO.:</p> <p>9. <input type="checkbox"/> ARCHITECT REPORT NO.:</p>	<p>PROJECT TEAM</p> <p>ARCHITECT: NAME: WINDWARD DESIGN, WILLIAM WATTS ARCHITECT, INC. ADDRESS: 5534 MT. BURNHAM DR., SAN DIEGO, CA 92111. PHONE: 619-574-7767. FAX: 619-574-7767.</p> <p>CITY ENGINEER: NAME: ALTA CONSULTANTS ADDRESS: 4901 ADELPHI BLVD #400, SAN DIEGO, CA 92117. PHONE: 619-551-4101. FAX: 619-551-4100. CONTACT: SARA PASTOR.</p> <p>STRUCTURAL ENGINEER: NAME: AMERICA CONSULTANTS, LA COSTA ENGINEERING ADDRESS: 1850 JULIUS AVE., SAN DIEGO, CA 92108. PHONE: 619-551-0290. FAX: 619-551-0290. CONTACT: SARA PASTOR.</p> <p>ELECTRICAL: NAME: TAVEL ELECTRICAL ENGINEERING ADDRESS: 8415 LA JOLLA BLVD #2A, SAN DIEGO, CA 92037. PHONE: 619-573-1400. FAX: 619-573-1400. CONTACT: SARA PASTOR.</p> <p>MECHANICAL: NAME: FATHER IN DESIGN ADDRESS: 9077 GARDNER RD., SAN DIEGO, CA 92117. PHONE: 619-570-7400. FAX: 619-570-7400. CONTACT: FRANK ORLANDO.</p> <p>SOLE ENGINEER: NAME: WATTS ARCHITECT ADDRESS: 3710 AVENUE RD., SAN DIEGO, CA 92108. PHONE: 619-574-7700. FAX: 619-574-7700. CONTACT: FRANK ORLANDO.</p> <p>LANDSCAPE ARCHITECT: NAME: DANCING DESIGN ASSOCIATES ADDRESS: 5014 W. LA JOLLA, SAN DIEGO, CA 92037. PHONE: 619-574-7700. FAX: 619-574-7700. CONTACT: DANCING DESIGN ASSOCIATES.</p>	<p>ELECTRICAL NOTES</p> <p>1. ALL ELECTRICAL SHALL COMPLY WITH THE 2002 CALIFORNIA ELECTRICAL CODE.</p> <p>2. ALL ELECTRICAL SHALL COMPLY WITH THE 2002 CALIFORNIA ELECTRICAL CODE.</p> <p>3. ALL ELECTRICAL SHALL COMPLY WITH THE 2002 CALIFORNIA ELECTRICAL CODE.</p>	<p>MECHANICAL NOTES</p> <p>1. ALL MECHANICAL SHALL COMPLY WITH THE 2002 CALIFORNIA MECHANICAL CODE.</p> <p>2. ALL MECHANICAL SHALL COMPLY WITH THE 2002 CALIFORNIA MECHANICAL CODE.</p> <p>3. ALL MECHANICAL SHALL COMPLY WITH THE 2002 CALIFORNIA MECHANICAL CODE.</p>	<p>REVISIONS:</p> <p>1. <input type="checkbox"/></p> <p>2. <input type="checkbox"/></p> <p>3. <input type="checkbox"/></p> <p>4. <input type="checkbox"/></p> <p>5. <input type="checkbox"/></p>
<p>LOCATION MAP</p>	<p>SPECIAL INSPECTION & OFF-SITE FABRICATION & DEFERRED SUBMITTALS</p> <p>SPECIAL INSPECTION: YES</p> <p>OFF-SITE FABRICATION: YES</p> <p>DEFERRED SUBMITTALS: YES</p>	<p>INFORMATION INDEX</p> <p>1. 10.11.10.10.10</p> <p>2. 10.11.10.10.10</p> <p>3. 10.11.10.10.10</p> <p>4. 10.11.10.10.10</p> <p>5. 10.11.10.10.10</p> <p>6. 10.11.10.10.10</p> <p>7. 10.11.10.10.10</p> <p>8. 10.11.10.10.10</p> <p>9. 10.11.10.10.10</p> <p>10. 10.11.10.10.10</p>	<p>FIRE NOTES</p> <p>1. ALL FIRE NOTES SHALL COMPLY WITH THE 2002 CALIFORNIA FIRE CODE.</p> <p>2. ALL FIRE NOTES SHALL COMPLY WITH THE 2002 CALIFORNIA FIRE CODE.</p> <p>3. ALL FIRE NOTES SHALL COMPLY WITH THE 2002 CALIFORNIA FIRE CODE.</p>	<p>PROJECT DATA</p> <p>PROJECT NAME: SEAFORTH BUSINESS CENTER</p> <p>PROJECT ADDRESS: ADDRESS: 2712 QUINCY RD., SAN DIEGO, CA 92108. PHONE NUMBER: 619-574-7769</p> <p>DATE: 1/1/04</p> <p>ZONE: RS-1-7</p> <p>DRAWN BY: JEFFREY J. QUINN</p> <p>CHECKED BY: JEFFREY J. QUINN</p> <p>SCALE: 1/4" = 1'-0"</p>	<p>STAMP & SIGNATURE:</p> <p>DATE: 1/1/04</p>
<p>ADDITIONAL INFORMATION</p> <p>1. <input type="checkbox"/> AIRPORT APPROXIMATION</p> <p>2. <input type="checkbox"/> AIRPORT BOUNDARY</p> <p>3. <input type="checkbox"/> COASTAL</p> <p>4. <input type="checkbox"/> COASTAL HEIGHT LIMIT</p> <p>5. <input type="checkbox"/> EXISTING COASTAL</p> <p>6. <input type="checkbox"/> MOBILE HOME BASE</p> <p>7. <input type="checkbox"/> PARKING IMPACT</p> <p>8. <input type="checkbox"/> RESIDENTIAL FAMILIARIZATION</p> <p>9. <input type="checkbox"/> TRAVEL AREA</p> <p>10. <input type="checkbox"/> TRAVEL AREA</p> <p>11. <input type="checkbox"/> TRAVEL AREA</p> <p>12. <input type="checkbox"/> TRAVEL AREA</p> <p>13. <input type="checkbox"/> TRAVEL AREA</p> <p>14. <input type="checkbox"/> TRAVEL AREA</p> <p>15. <input type="checkbox"/> TRAVEL AREA</p> <p>16. <input type="checkbox"/> TRAVEL AREA</p> <p>17. <input type="checkbox"/> TRAVEL AREA</p> <p>18. <input type="checkbox"/> TRAVEL AREA</p> <p>19. <input type="checkbox"/> TRAVEL AREA</p> <p>20. <input type="checkbox"/> TRAVEL AREA</p>	<p>STRUCTURAL OBSERVATION</p> <p>1. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>2. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>3. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>4. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>5. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>6. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>7. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>8. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>9. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>10. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>11. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>12. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>13. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>14. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>15. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>16. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>17. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>18. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>19. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p> <p>20. <input type="checkbox"/> STRUCTURAL OBSERVATION SHALL BE PROVIDED FOR THE FOLLOWING ITEMS:</p>	<p>INFORMATION INDEX</p> <p>1. 10.11.10.10.10</p> <p>2. 10.11.10.10.10</p> <p>3. 10.11.10.10.10</p> <p>4. 10.11.10.10.10</p> <p>5. 10.11.10.10.10</p> <p>6. 10.11.10.10.10</p> <p>7. 10.11.10.10.10</p> <p>8. 10.11.10.10.10</p> <p>9. 10.11.10.10.10</p> <p>10. 10.11.10.10.10</p> <p>11. 10.11.10.10.10</p> <p>12. 10.11.10.10.10</p> <p>13. 10.11.10.10.10</p> <p>14. 10.11.10.10.10</p> <p>15. 10.11.10.10.10</p> <p>16. 10.11.10.10.10</p> <p>17. 10.11.10.10.10</p> <p>18. 10.11.10.10.10</p> <p>19. 10.11.10.10.10</p> <p>20. 10.11.10.10.10</p>	<p>FIRE NOTES</p> <p>1. ALL FIRE NOTES SHALL COMPLY WITH THE 2002 CALIFORNIA FIRE CODE.</p> <p>2. ALL FIRE NOTES SHALL COMPLY WITH THE 2002 CALIFORNIA FIRE CODE.</p> <p>3. ALL FIRE NOTES SHALL COMPLY WITH THE 2002 CALIFORNIA FIRE CODE.</p>	<p>PROJECT DATA</p> <p>PROJECT NAME: SEAFORTH BUSINESS CENTER</p> <p>PROJECT ADDRESS: ADDRESS: 2712 QUINCY RD., SAN DIEGO, CA 92108. PHONE NUMBER: 619-574-7769</p> <p>DATE: 1/1/04</p> <p>ZONE: RS-1-7</p> <p>DRAWN BY: JEFFREY J. QUINN</p> <p>CHECKED BY: JEFFREY J. QUINN</p> <p>SCALE: 1/4" = 1'-0"</p>	<p>STAMP & SIGNATURE:</p> <p>DATE: 1/1/04</p>

Windward Design Inc.
William Watts, Architect

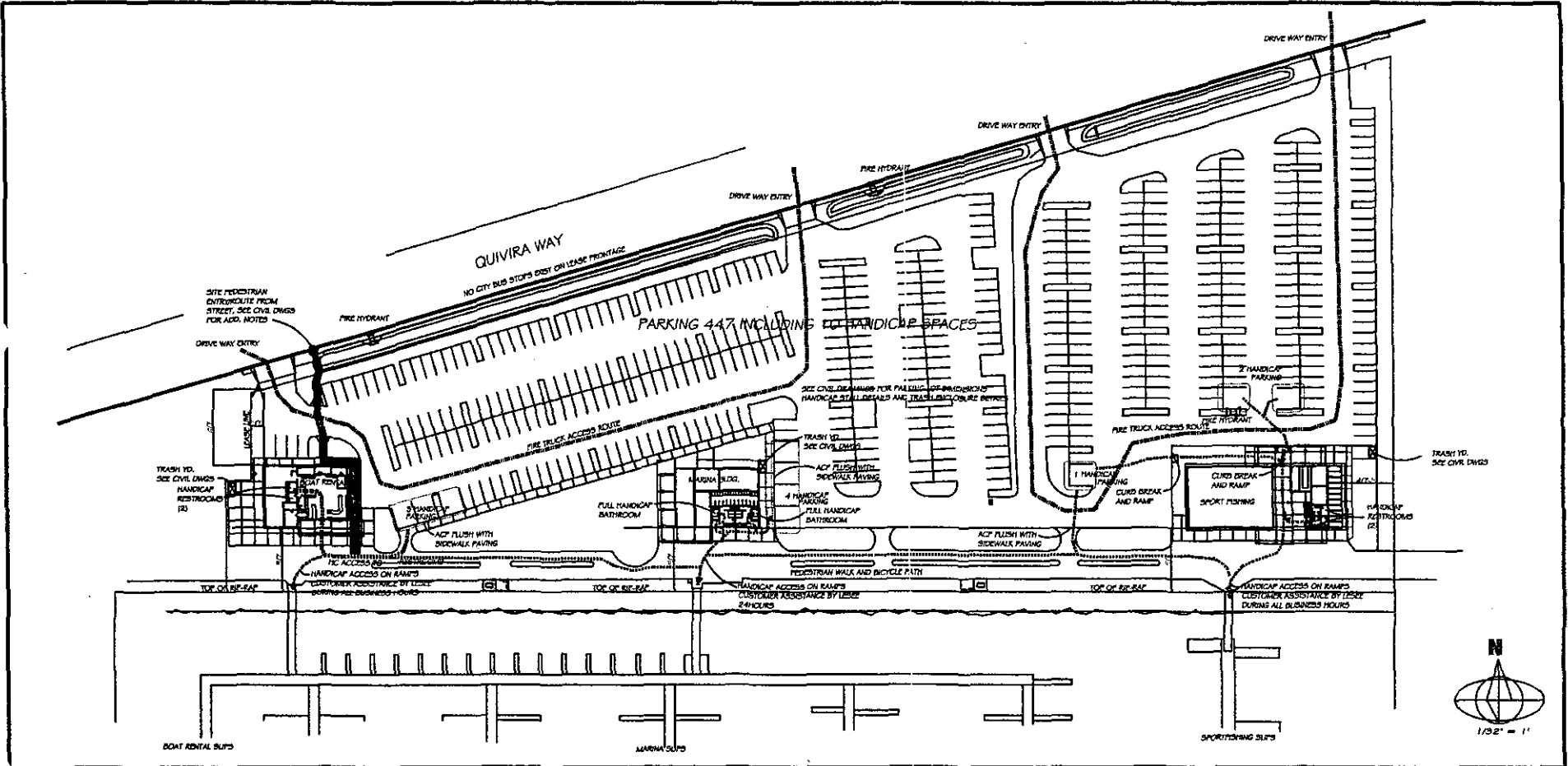
CA # 14,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE HOLD IMPROVEMENTS
MISSION BAY PARK QUINCY BASIN
SAN DIEGO, CA

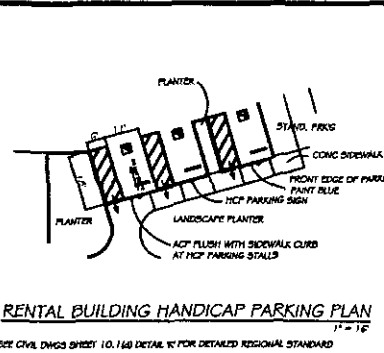
GENERAL NOTES

T1

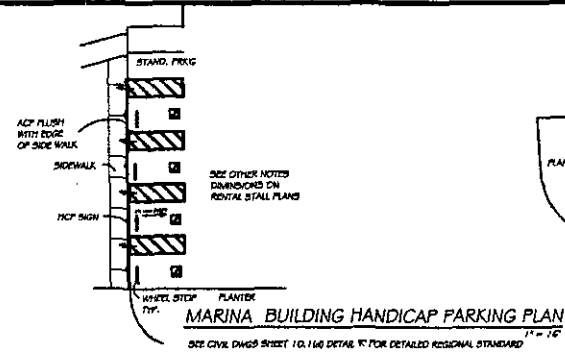
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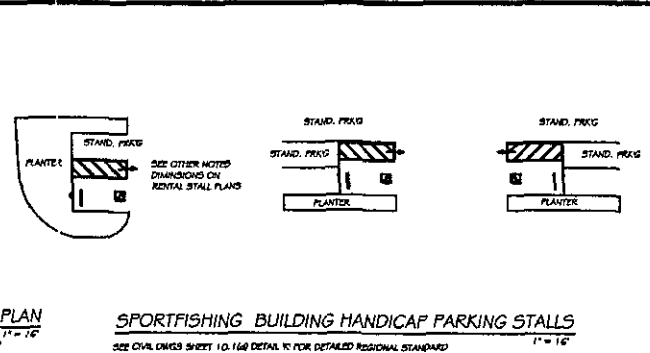
55



RENTAL BUILDING HANDICAP PARKING PLAN
 11" = 16"
 SEE CIVIL DWGS SHEET 10.116 DETAIL 10 FOR DETAILED REGIONAL STANDARD



MARINA BUILDING HANDICAP PARKING PLAN
 11" = 16"
 SEE CIVIL DWGS SHEET 10.116 DETAIL 10 FOR DETAILED REGIONAL STANDARD



SPORTFISHING BUILDING HANDICAP PARKING STALLS
 11" = 16"
 SEE CIVIL DWGS SHEET 10.116 DETAIL 10 FOR DETAILED REGIONAL STANDARD

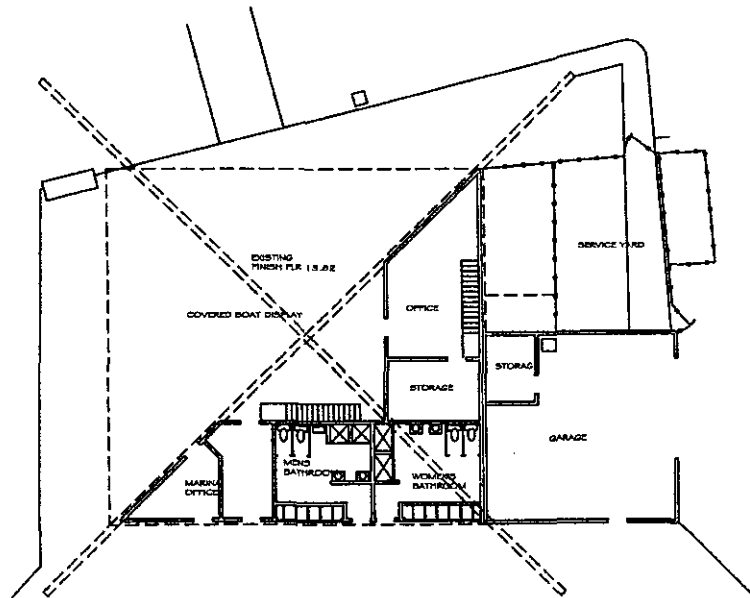
Windward Design Inc.
 William Watts, Architect

CA # 24,211 EXP 2004 5332 MT. BURHAM DR., SAN DIEGO, CA 92111 TEL/FAX 857-571-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
 MISSION BAY LEASEHOLD
 SAN DIEGO, CALIFORNIA

DEVELOPMENT DATA
 SITE ACCESS PLAN

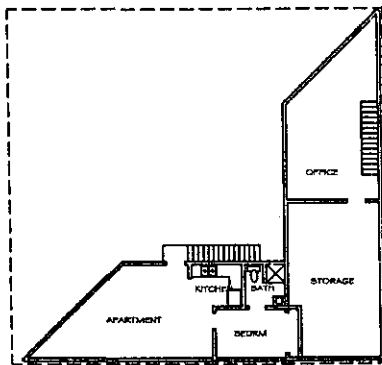
JULY 25 2004
T3
 SCALE 1/32" = 1'



EXISTING 1ST FLOOR MARINA BLDG

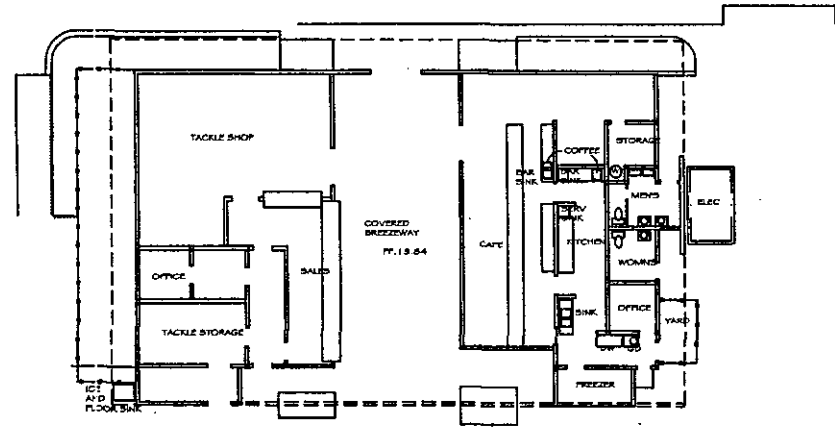
4 TOILETS, URINAL, 4 LAVS, 4 SHOWERS, SERVICE SINK

FT. 13.02
TOP OF ROOF 35.50



EXISTING 2ND FLOOR MARINA BLDG

SINK, TOILET, SHOWER, LAV

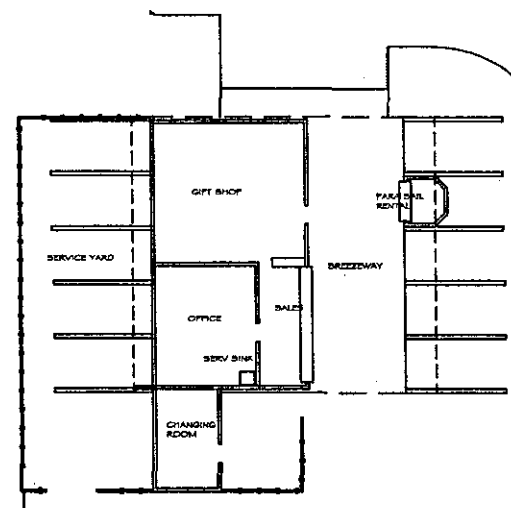


EXISTING SPORTFISHING BLDG

2 TOILETS, 2 URINALS, 5 LAVS

FT. 13.04
TOP OF ROOF 36.00

ALL BUILDINGS DEMOLISH AND REMOVE MATERIALS TO LEGAL DUMP SITE. DEMOLISH PERMIT REQUIRED. REMOVE BUILDINGS COMPLETELY INCLUDING SLABS AND FOUNDATIONS. CAP PRIMARY WATER, AND SEWER LINES FOR FUTURE CONNECTION TO NEW UTILITIES. PRIMARY ELECTRIC SERVICE TO REMAIN AND SERVICEABLE DURING CONSTRUCTION.



EXISTING BOAT RENTAL BLDG

FT. 13.02
TOP OF ROOF 31.50



Windward Design Inc.
William Watts, Architect

CA # 24,111 EXP 2004 5352 MT. BURNHAM DR. SAN DIEGO, CA 92111 TEL/FAX 619-571-7767 E-MAIL WINDWARDDESIGN@BROADWAY.NET

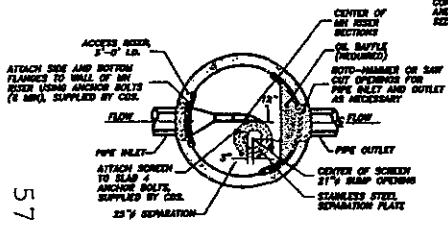
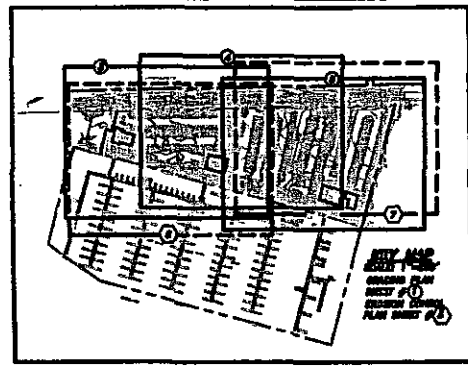
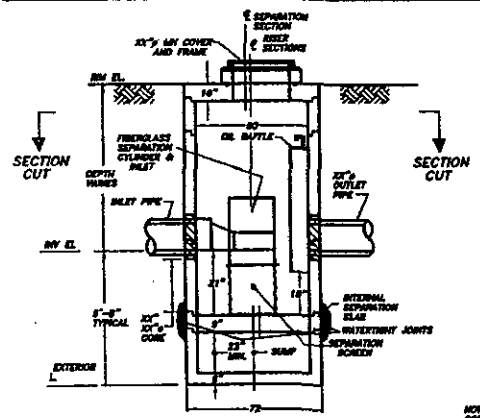
SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

EXISTING BLDGS
RENTAL, MARINA & SPORTFISHING BLDGS

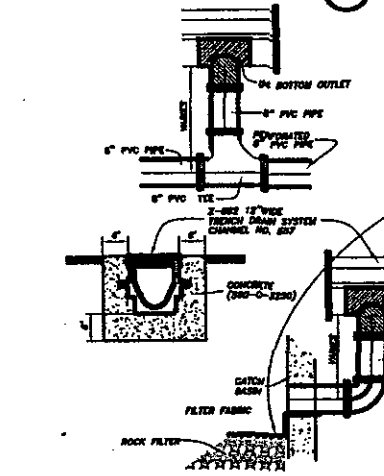
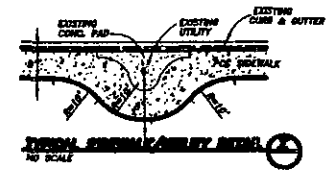
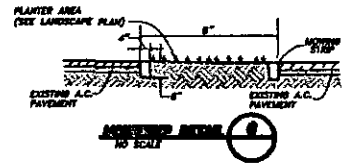
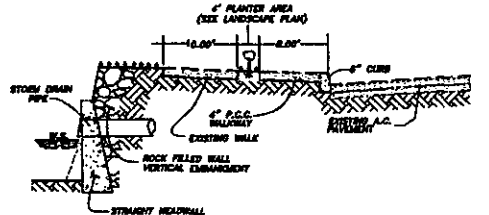
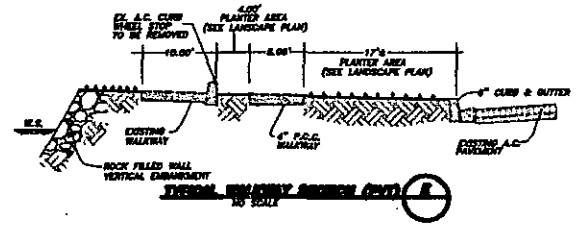
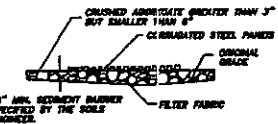
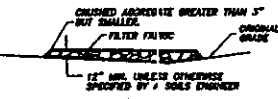
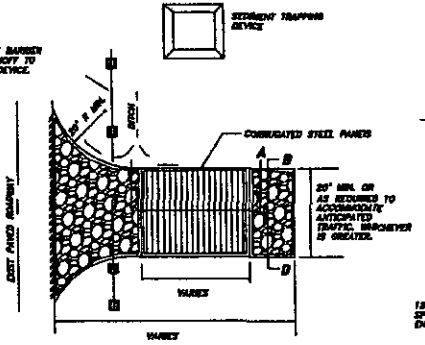
NEW & 2004

T-4

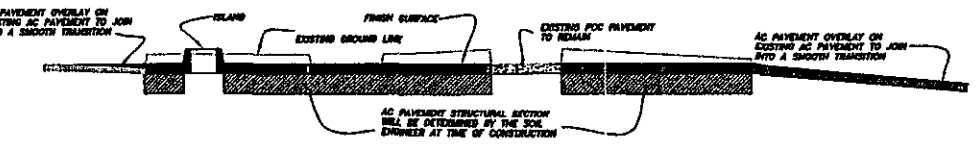
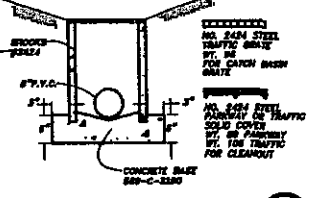
SCALE: 1/8"=1'



NOTE: CONSTRUCT SEDIMENT BARRIERS AND CHANNELS BACK TO SEDIMENT TRAPPING DEVICE



ALFA CONSULTANTS
PLANNING ENGINEERING SURVEYING
2000 W. BROADWAY, SUITE 100, SAN DIEGO, CA 92108
PHONE NO. 619-591-1111 FAX NO. 619-591-1112



CROSS SECTION A-A
SCALE: HORIZ. 1"=10'; VERT. 1"=4"

ENGINEER OF WORK

PLANNING ENGINEERING SURVEYING
2000 W. BROADWAY, SUITE 100, SAN DIEGO, CA 92108
PHONE NO. 619-591-1111 FAX NO. 619-591-1112

ANTHONY J. PASTER
P.E. No. 10000
EXP. DATE 3/31/07

SEAFORTH LEASFIELD, QUINVA BASIN

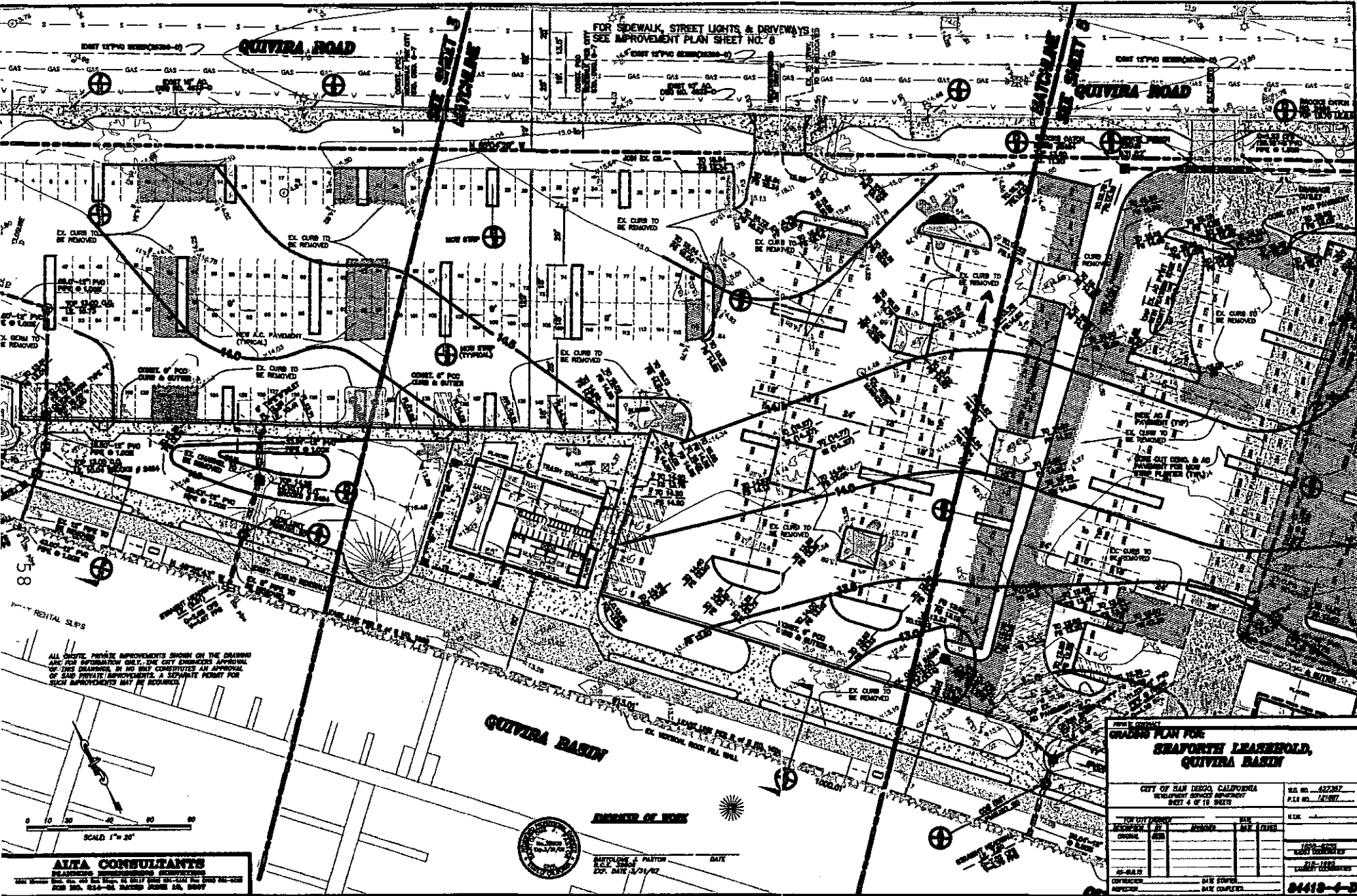
CITY OF SAN DIEGO, CALIFORNIA
DEVELOPMENT SERVICES DEPARTMENT
SHEET 2 OF 19 SHEETS

DATE: 08/18/07
DRAWN BY: []
CHECKED BY: []
SCALE: AS SHOWN

84418-0-0

SEA FORTH LEASFIELD, QUINVA BASIN

000774



GRADE PLAN FOR
SEAFORTH LEASHOLD, QUIVIRA BASIN

CITY OF SAN DIEGO, CALIFORNIA
WATERBURY SERVICE DEPARTMENT
SHEET 4 OF 10 SHEETS

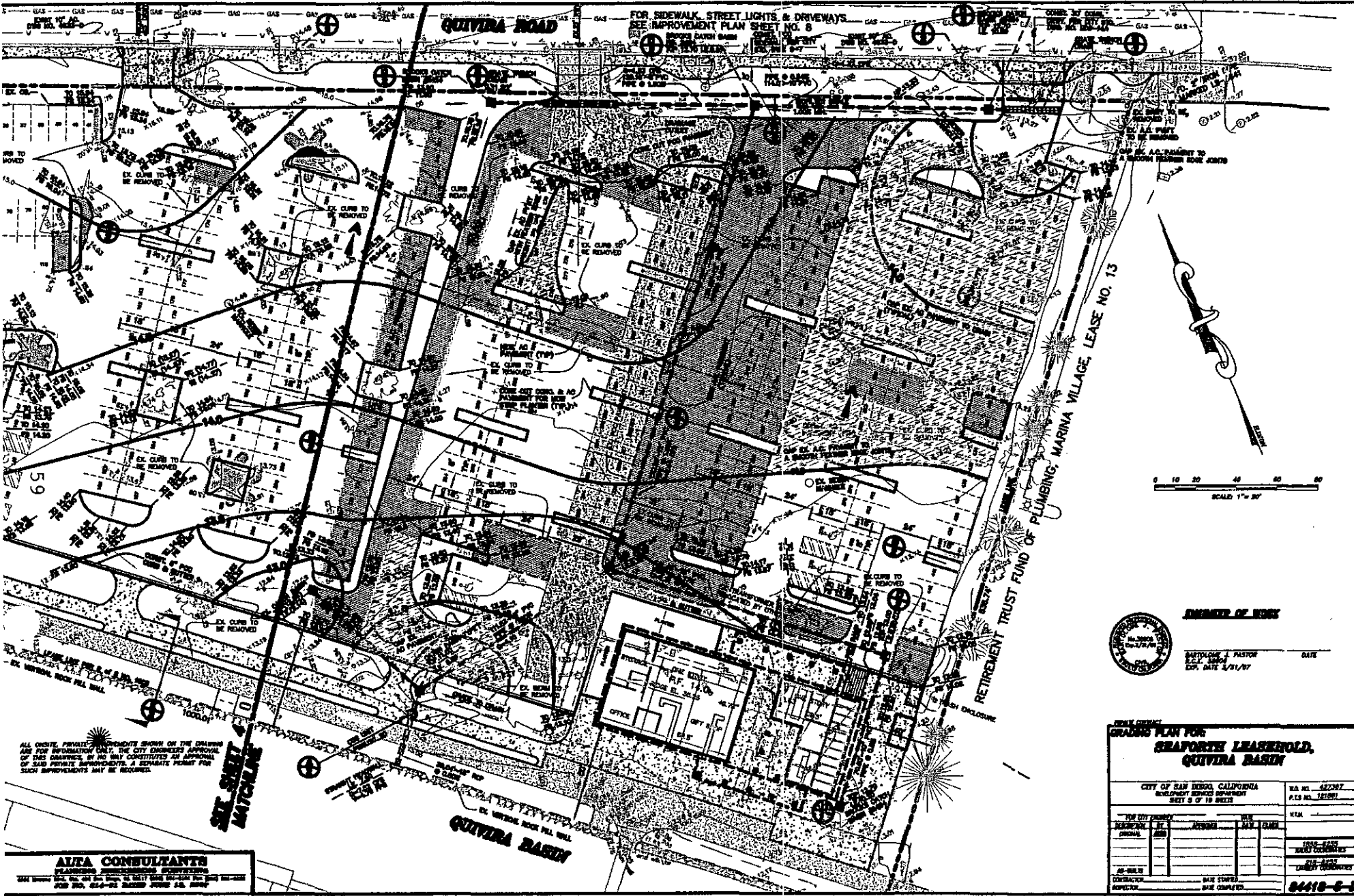
REG. NO. 427287
P.L.S. NO. 182587

NO.	DATE	BY	FOR

CONTRACTOR: DATE STARTED: DATE COMPLETED: **0418-03**

SEA FORTH LEASHOLD, QUIVIRA BASIN

000775



ALL EXIST. PRIVATE IMPROVEMENTS SHOWN ON THE DRAWING ARE FOR INFORMATION ONLY. THE CITY ENGINEER'S APPROVAL OF THIS DRAWING IN NO WAY CONSTITUTES AN APPROVAL OF SAID PRIVATE IMPROVEMENTS. A SEPARATE PERMIT FOR SUCH IMPROVEMENTS MAY BE REQUIRED.

ALTA CONSULTANTS
 PLANNING ARCHITECTURE ENGINEERING
 1000 BAY BLVD., 4TH FLOOR, SAN FRANCISCO, CALIFORNIA 94133
 415 774-2500 FAX 415 774-2501



ENGINEER OF WORKS
 MARCOLOM J. PASTOR
 P.E., 18804
 EXP. DATE 2/31/07

GRADE PLAN FOR SEAFORD LEASHOLD, QUIVIRA BASIN

CITY OF SAN DIEGO, CALIFORNIA
 DEVELOPMENT SERVICES DEPARTMENT
 SHEET 3 OF 10 SHEETS

SA NO. 442387
 P.E.S. NO. 181081

FOR CITY ENGINEER	DATE	BY	DATE
DESIGNED			
CHECKED			
APPROVED			

DATE STARTED _____ DATE COMPLETED _____

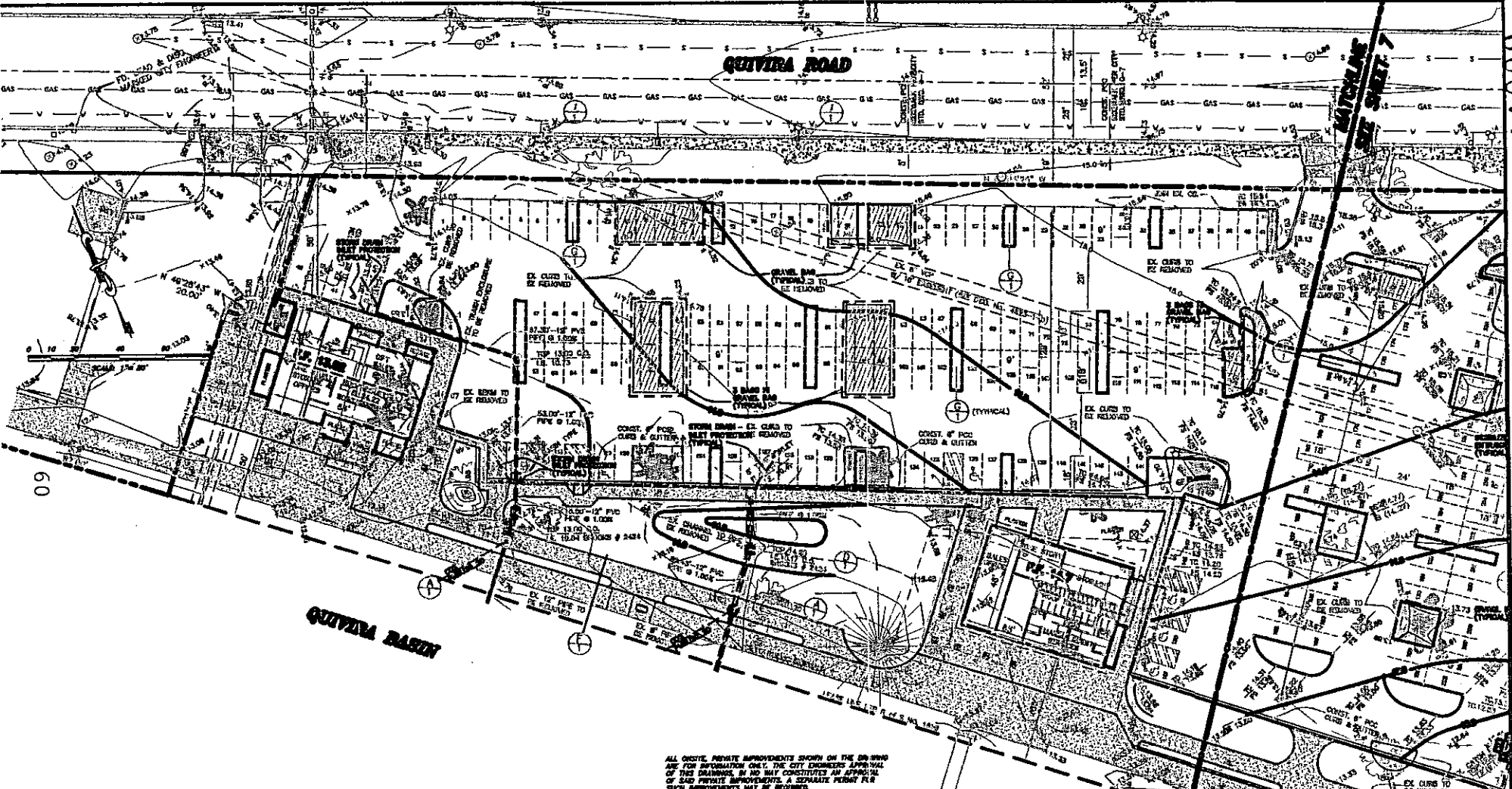
CONTRACTOR _____

INSPECTOR _____

84418-6-3

SEA FORTH LEASHOLD, QUIVIRA BASIN

000726



ALL ON-SITE PRIVATE IMPROVEMENTS SHOWN ON THE DRAWING ARE FOR INFORMATION ONLY. THE CITY ENGINEER'S APPROVAL OF THIS DRAWING IN NO WAY CONSTITUTES AN APPROVAL OF SAID PRIVATE IMPROVEMENTS. A SEPARATE PERMIT FOR SUCH IMPROVEMENTS MAY BE REQUIRED.

SUMMARY OF WORK



BARTOLOME J. PASTOR
P.E. 44925
EXP. DATE 4/21/07

PROVIDED BY
EROSION CONTROL PLAN FOR
**SEAFORTH LEASFIELD,
QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA
DEVELOPMENT SERVICES DEPARTMENT
SHEET 6 OF 18 SHEETS

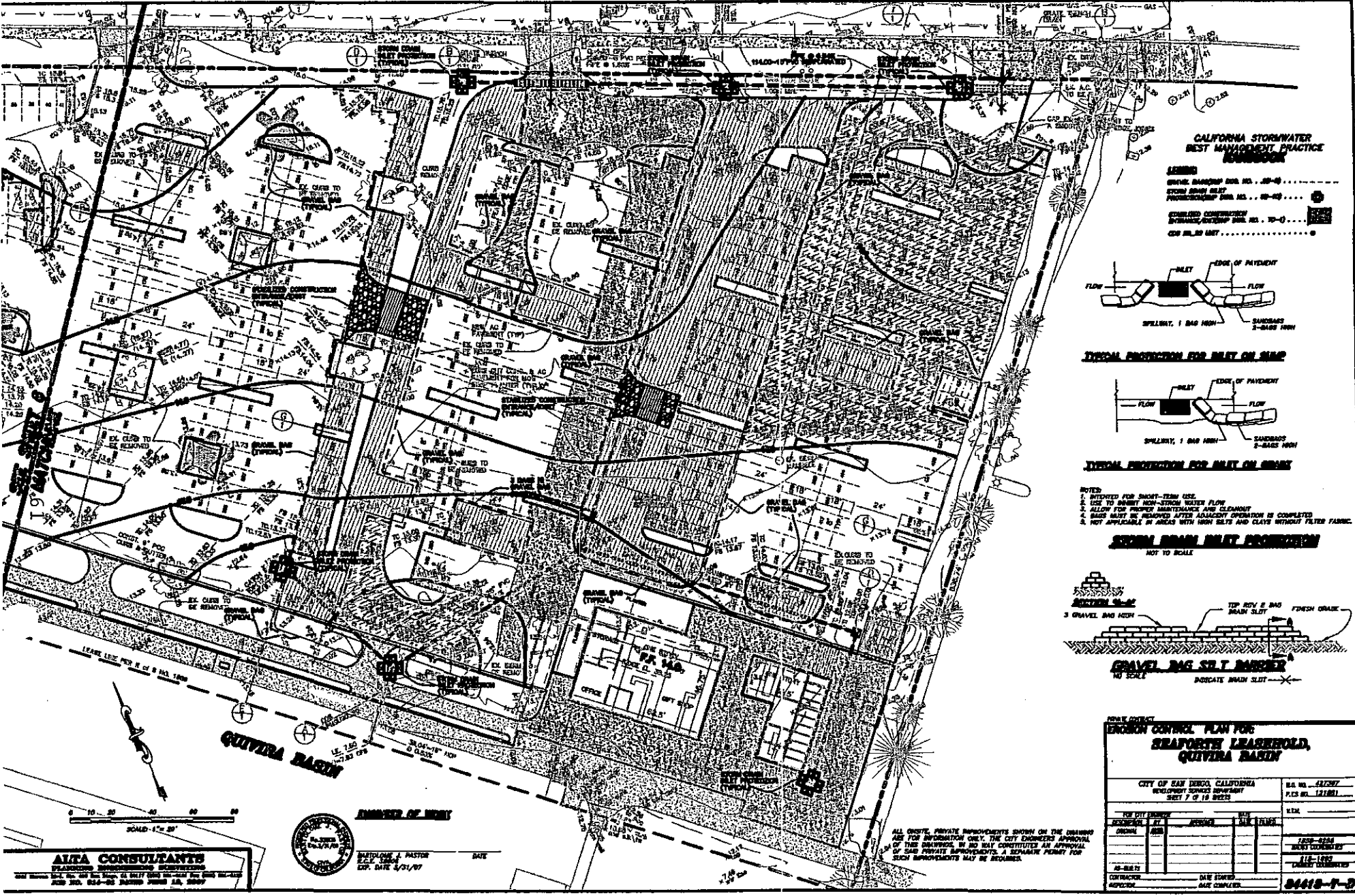
SEA NO. 422387
P.L.S. NO. 121827

FOR CITY USE ONLY	DATE	BY	BY
REVISION	DATE	BY	BY
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CONTRACTOR: DATE TYPED: 04418-6-3
APPROVED: DATE COMPLETED:

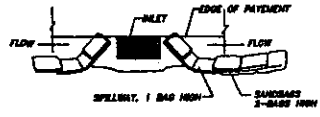
ALTA CONSULTANTS
PLANNING ENGINEERING ARCHITECTURE
3100 Central Expressway, Suite 200, San Diego, CA 92124
TEL: 619-594-2200 FAX: 619-594-2201
WWW.ALTA.COM

000777

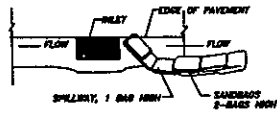


CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE NUMBERBOOK

- LEGEND**
- SWALE BASIN (SWS) NO. 10-4
 - STORM DRAIN INLET (SDI) NO. 10-4
 - STANDARD CONSTRUCTION ENTRANCE/EXIT (SCE) NO. 10-4
 - SEE PLAN UNIT



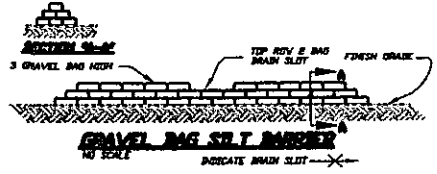
TYPICAL SECTION FOR INLET ON SWALE



TYPICAL SECTION FOR INLET ON CURB

- NOTES**
1. INTENDED FOR SHORT-TERM USE.
 2. USE TO DRAIN NON-STORM WATER FLOW.
 3. ALLOW FOR PROPER MAINTENANCE AND CLEANOUT.
 4. BASIN MUST BE REMOVED AFTER ADJACENT OPERATION IS COMPLETED.
 5. NOT APPLICABLE IN AREAS WITH HIGH SILTS AND CLAYS WITHOUT FILTER FABRIC.

STORM DRAIN INLET PROMOTION
NOT TO SCALE



EROSION CONTROL PLAN FOR SEAFORTH LEASEHOLD, QUIVIRA BASIN

CITY OF SAN DIEGO, CALIFORNIA WATERWAYS DIVISION SHEET 7 OF 18 SHEETS		S.D. NO. 142007 P.E.S. NO. 142181	K.E.M.
FOR CITY ENGINEER	DATE	DATE	DATE
DESIGNED BY	APPROVED BY	DATE	DATE
DRAWN BY	DATE	DATE	DATE
AS-BUILT	DATE	DATE	DATE
CONTRACTOR	DATE STARTED	DATE COMPLETED	DATE COMPLETED
INSPECTOR	DATE	DATE	DATE

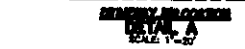
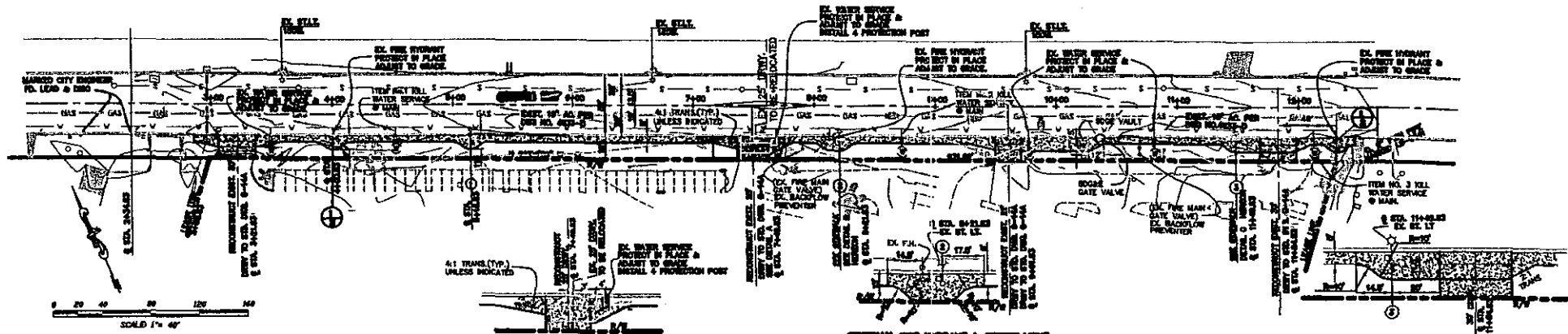
ALL PRIVATE IMPROVEMENTS SHOWN ON THIS DRAWING ARE FOR INFORMATION ONLY. THE CITY ENGINEER'S APPROVAL OF THIS DRAWING IN NO WAY CONSTITUTES AN APPROVAL OF SAID PRIVATE IMPROVEMENTS. A SEPARATE PERMIT FOR SUCH IMPROVEMENTS MAY BE REQUIRED.

ALTA CONSULTANTS
PLANNING ENGINEERING ARCHITECTURE
3000 LA JOLLA VILLAGE DRIVE, SUITE 100, SAN DIEGO, CALIFORNIA 92108
TEL: 619-444-0000 FAX: 619-444-0001



REGISTERED PROFESSIONAL ENGINEER
MATTHEW J. PASTORE
S.D. NO. 142007
EXP. DATE 4/31/07

SEA FORTH LEASEHOLD, QUIVIRA BASIN



TRAFFIC CONTROL PLAN

1. VALIDATOR THE TRAFFIC CONTROL PLAN IS NOT VALID WORK DATES AND WORK HOURS ARE APPROVED. THE CONTRACTOR SHALL SUBMIT TWO (2) REDUCED COPIES OF TRAFFIC CONTROL PLAN (11\"/>

2. Contractor shall notify the City Traffic Engineer at (619) 449-4741 at minimum of two (2) working days prior to any construction work activities.

3. STANDARD: THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:

- CITY OF SAN DIEGO STANDARD ORDINANCE APPENDIX A
- The MUTCD (Manual on Uniform Traffic Control Devices), 2003 Edition, Including the California Supplement and City of San Diego Amendment No. A02/10021.
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING THE REGIONAL AND THE CITY OF SAN DIEGO SUPPLEMENTAL AMENDMENTS.

4. NOTIFICATION: THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES A MINIMUM 8 WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR ANY TRAFFIC CONTROL AGENCIES LISTED BELOW:

- FIRE DEPARTMENT DISPATCH (STREET OR ALLEY CLOSURE) (619) 577-1300
- POLICE DEPARTMENT DISPATCH (STREET OR ALLEY CLOSURE) (619) 531-3000
- ENVIRONMENTAL SERVICES (WASTE COLLECTION) (619) 489-6000
- STREET DIVISION (TRAFFIC SIGNALS) (619) 527-7900
- SAN DIEGO TRAMWAY (BUS STOP) (619) 528-0100 EXT. 424
- UNDERGROUND SERVICE ALERT (ANY EXCAVATION) (619) 422-4143

STREET LIGHTING SCHEDULE

1. CUSTOMER: THE STREET LIGHTING DISTRIBUTION SYSTEM SHALL NOTIFY THE CITY FIELD ENGINEER AT (619) 527-3300, A MINIMUM OF (3) DAYS PRIOR TO WORK FOR APPROVAL OF CORRECT LOCATION AND REQUIREMENTS.

2. CONTRACTOR SHALL VERIFY THAT ALL STREET LIGHTS ARE ACTIVATED AND SHALL NOTIFY THE CITY FIELD ENGINEER AT (619) 627-3300, A MINIMUM OF (3) WEEKS AFTER FINAL ELECTRICAL INSPECTION.

3. NATIONAL ELECTRICAL CODE (NEC) WIRE COLOR CODING SHALL BE USED FOR ALL ELECTRICAL WORKS.

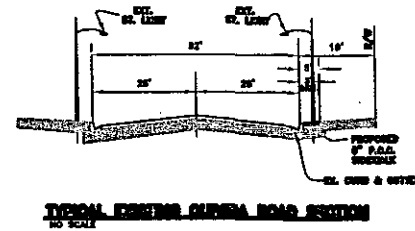
4. STREET LIGHT SCHEDULE

STREET LIGHT #	STREET NAME	LOCATION REFERENCE*	CORNER/STREET SIDE	TYPE OF WORK/DATAGES	POLE TYPE
1	OLIVERA RD.	S/O OLIVERA RD. JCT. 818'	E/W	(1/2) 250 H. SPS	DB
2	OLIVERA RD.	S/O OLIVERA RD. JCT. 825'	E/W	(1/2) 250 H. SPS	DB
3	OLIVERA RD.	S/O OLIVERA RD. JCT. 1190'	E/W	(1/2) 250 H. SPS	DB

*LOCATION REFERENCE FOR MID-BLOCK STREET LIGHTS APPROXIMATE DISTANCE FROM NEAREST CROSS STREET.
STYPE OF WORK: NEW/AL, UPGRADE(S), AND RELOCATED(S).

5. STREET LIGHT SCHEDULE GUIDELINES

- STREET LIGHT LUMINAIRES SHALL BE HIGH PRESSURE SODIUM VAPOR (HPS) WITH TYPE II DISTRIBUTION AND FULL CUT-OFF CONTROLS OUTSIDE OF THE 30-DEGREE BEAM OF SP. PALMAM OBSERVATORY. LOW PRESSURE SODIUM VAPOR (LPS) SHALL BE USED WITHIN THE 30-DEGREE BEAM OF SP. PALMAM OBSERVATORY (CITY CODE, POLICY 200-16, ADOPTED MAY 20, AMENDMENT FEBRUARY 26, 2002).
- STREET LIGHT STANDARDS SHALL BE STREET TYPE 11 STEEL ANCHOR BASE CONCRETE (AB) OR STREET TUBULAR CONCRETE (TB), AND SHALL CONFORM TO CURRENT STANDARD DRAWING 102-105.
- MID-BLOCK STREET LIGHTING SHALL BE SPACED IN ACCORDANCE WITH THE CITY OF SAN DIEGO STREET SECTION MANUAL, STREET LIGHTING SECTION (LTS, PG. 84 AND CITY CODE, POLICY 200-18 (ADOPTED MAY 30, 1988; AMENDED JANUARY 10, 2004)).
- SUPPLEMENTAL AND SPECIAL ORNAMENTAL STREET LIGHTING SHALL BE REGULATED BY A SPECIAL STREET LIGHT ASSESSMENT DISTRICT OR MAINTENANCE ASSESSMENT DISTRICT AND SHALL BE DESIGNATED AND SHALL BE DESIGNATED WITH AN ASTERISK NEXT TO THE STREET LIGHT NUMBER. THE DEVELOPER/APPLICANT WILL BE ASSESSED THE COST OF THE STREET LIGHTS FOR THE PERIOD FROM THE DATE THE LIGHTS ARE ENERGIZED TO THE DATE THE ASSESSMENT DISTRICT IS FORMED. THE FEE MUST BE PAID PRIOR TO THE CHANGING OF THE STREET LIGHTS. THE DEVELOPER/APPLICANT SHALL CONSULT CONTACT CALL BUREAU, PUBLIC REGISTRATION MAINTENANCE ASSESSMENT DISTRICT, AT (619) 533-0724 TO DETERMINE THE TOTAL FEE.
- ALL PRIVATE STREET LIGHTS SHALL HAVE SEPARATE SERVICE POINT AND SHALL NOT BE CONNECTED TO THE CITY CIRCUIT.
- ANY PRIVATE STREET LIGHTS SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. PROPOSED PRIVATE STREET LIGHTS SHALL BE PERMITTED AND INSPECTED UNDER A SEPARATE ELECTRICAL PERMIT.



WATER & SERVICE FEES

1. ALL CONNECTIONS TO EXISTING WATER MAINS ARE BY THE CITY'S WATER DEPARTMENT BRANCH FOR THE FOLLOWING FEES WILL BE CHARGED. IF THE CONNECTIONS ARE NOT READY TO BE MADE AND THE FEES PAID BEFORE JULY 11, FROM THE CITY RECEIVES THE RIGHT TO ADJUST THE FEES ACCORDING TO THE FEES SCHEDULE IN EFFECT AT THE TIME THE CONNECTIONS ARE MADE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHOOSE THE EXISTING MAIN AT THE CONNECTION POINT AND INSTALL THE NEW MAIN AT THE ALTERNATE AND GRADE WHICH WILL PERMIT THE CITY TO MAKE A STRAIGHT-IN CONNECTION WITHOUT USING MORE THAN 10 LINEAL FEET OF PIPE.

ITEM NO.	AMOUNT	(TYPE OF CONNECTION)
ITEM NO. #1	\$246.00	KILL EX. 8" SERVICES (INSPECTION ONLY)
ITEM NO. #2	\$246.00	KILL EX. 8" SERVICES (INSPECTION ONLY)
ITEM NO. #3	\$246.00	KILL EX. 8" SERVICES (INSPECTION ONLY)

2. ALL VALVES WILL BE PLANNED TO CROSSINGS AND TEES. ONLY GATE VALVES SHALL BE USED IN FIRE ALTERNATE INSTALLATIONS.

3. ALL BURRED DUCTILE AND GRAY CAST IRON PIPE, FITTINGS, VALVES AND APPURTENANCES SHALL BE COATED WITH AN EPOXY COATING. A LIQUID EPOXY COATING SYSTEM PER ASTM C-816 AT 84 MILLS AIRMASS DRY FILM THICKNESS (DFT), OR A GEL APPLIED THREE SYSTEM PETROLEUM GRAK DAME PER ASTM C-817, OR A 100% POLYURETHANE COATING OF 34 MILS DFT VARIABLE FOR WOODS USE.

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF (3) WORKING DAYS PRIOR TO THE CLOSURE. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF (3) FIVE WORKING DAYS PRIOR TO CLOSURE OF STREET.

THE CONTRACTOR SHALL NOTIFY/INSURE FIELD AT (619) 527-3300 AND ARRANGE FOR INSPECTION A MINIMUM (3) WORKING DAYS PRIOR TO STARTING ANY WORK INVOLVING SIGNAGE OR WORKING HOURS.

8. POSTING PARKING RESTRICTIONS: THE CONTRACTOR SHALL POST SIGNAGE/WORK PARKING SIGN TWENTY-FOUR (24) HOURS IN ADVANCE OF PARKING SIGNAL. SIGNS SHALL INDICATE SPECIFIC DATES, DATES AND TIMES OF "RESTRICTIONS, PARKING METER SHALL BEARDED INRERE APPLICABLE.

NATIONAL EXCEPT THEIR OTHERWISE SHOWN ON THE PLANS, ALL TRENCHES SHALL BE BACKFILLED OR NON-PLATED AT THE END OF EACH WORKING DAY. AN ASPHALT PATCH SHALL BE PLACED AROUND EACH HOLES PLATE TO PREVENT THE PLATE FROM BEING DISLOADED. CONTRACTOR SHALL ADVISE THE PUBLIC PLATES DURING NON-WORKING HOURS TO INSURE THAT THEY DO NOT BECOME DISLOADED. UPON COMPLETION OF EXCAVATION OF BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, SIDE LANES, AND PEDESTRIAN WALKWAYS IN THE RIGHT-OF-WAY EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS.

7. RESTORATION OF ROADWAY: THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING IMPROVEMENTS WITHIN RIGHT OF WAY NOT DESIGNATED FOR PERMANENT HIGHWAY TRAFFIC SIGNS, STOPPING, PAYMENT MARKERS, PAYMENT MARKERS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT (T.C.) AND/OR CHANGE OF SIGNAGE AS A RESULT OF OPERATIONS, REPAIRS AND REPLACEMENT SHALL BE AT LEAST EQUAL TO EXISTING IMPROVEMENTS.

7. CHANGE IN WORK: THE CITY ENGINEER RESERVES THE RIGHT TO OBSERVE THE TRAFFIC CONTROL PLANS IN OPERATION AND TO MAKE CHANGES AS FIELD CONDITIONS WARRANT. ANY CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.


TRUCK HAIL ROUTE PLAN

THE CONTRACTOR SHALL SUBMIT A TRUCK HAIL ROUTE PLAN (11\"/>

ALFA CONSULTANTS
PLANNING ENGINEERING SURVEYING

3041 Camino del Rio, Ste. 400 San Diego, CA 92108 (619) 594-3000 FAX (619) 594-3001
POB NO. 814-01 DATED JUNE 18, 2007

DESIGNER OF WORK



ALAN J. PASTOR DATE: _____
P.E. No. 10000 EXPIRES 12/31/07

IMPROVEMENT PLAN

SANFORTH LEARNFOLD, QUINVA BASIN

CITY OF SAN DIEGO, CALIFORNIA
ACCOMMODATION SERVICES DEPARTMENT
SECT 8 OF 17 SECTS

NO. 01 - 57292
P.T.S. NO. 121897

NO.	BY WHOM DRAWN	DATE	REVISION
1	ORIGINAL		
2	AS NOTED		
3			
4			
5			
6			
7			
8			
9			
10			

CONTRACTOR: _____ DATE STARTED: _____ DATE COMPLETED: _____

PROJECT NO: **04418-0-0**

000779

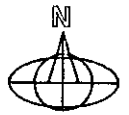
APN 760-029-08

WEST MISSION BAY DRIVE
QUIVIRA WAY

EXISTING STORM DRAIN CATCHMENTS
REDESIGN PER CITY ENG GUIDELINES
FOR STORM WATER QUALITY
PARKING LOT RUNOFF CONTROL

EXISTING
SPORTFISHING
SLIP

QUIVIRA BASIN



Windward Design Inc.
William Watts, Architect

CA #24,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-594-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASehold
SAN DIEGO, CALIFORNIA

EXISTING UTILITIES
RENTAL, MARINA & SPORTFISHING BLDGS

JUNE 2008
10.1(h)

63

APN 760-029-03

APN 760-029-04

BOAT RENTALS

MARINA SLIPS

MARINA SLIPS

MARINA SLIPS

MARINA SLIPS

BOAT RENTAL SLIPS

N 40°11'17" E
1000.01'

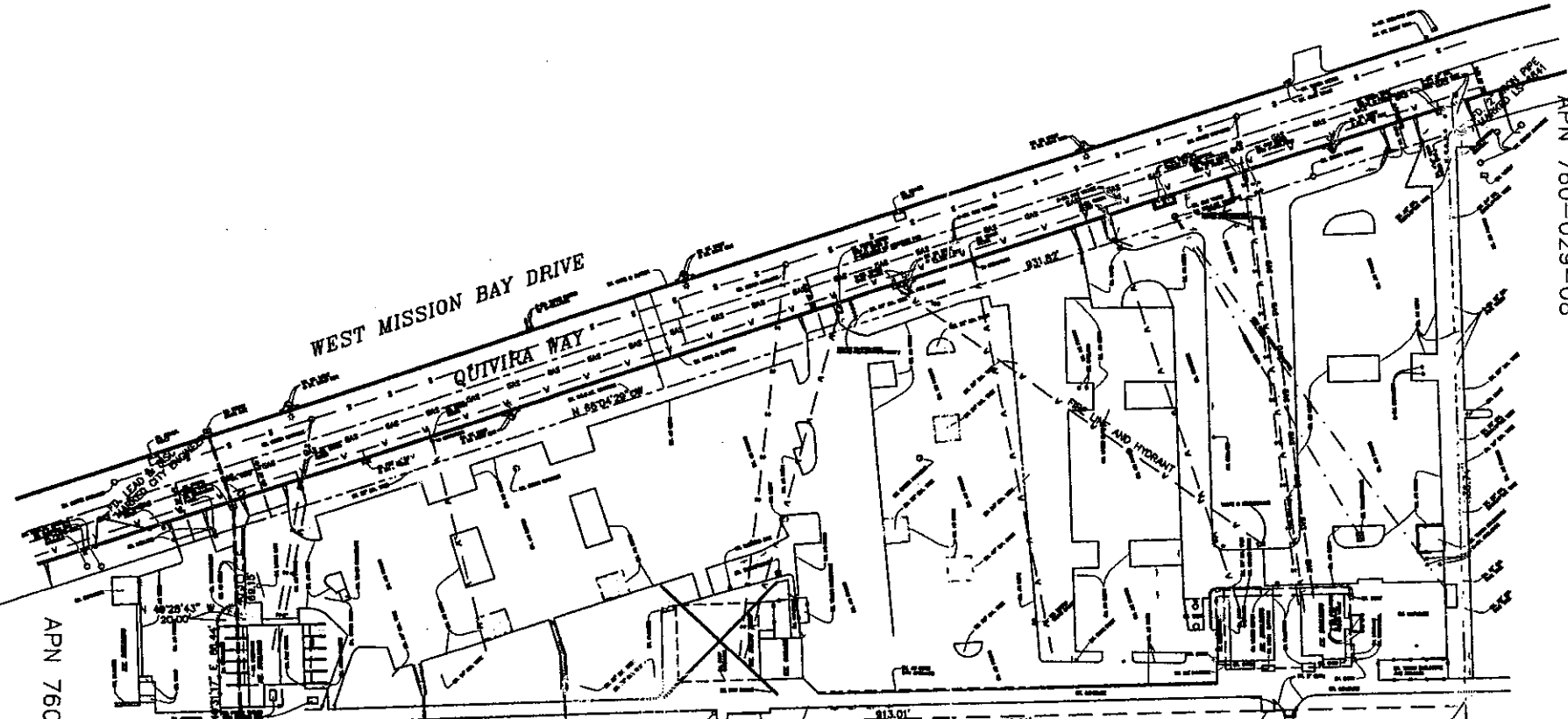
N 40°11'17" E
1000.01'

82.00'

N 49°28'43" W
913.01'

1000.01'

913.01'



LANDSCAPE ARCHITECTURAL DRAWINGS

SEAFORTH LEASEHOLD QUVIRA BASIN

GENERAL NOTES:

- THE FOLLOWING GENERAL NOTES ARE PROVIDED BY THE LANDSCAPE ARCHITECT TO ONE OR MORE OF THE CONTRACTOR. THE CITY ENGINEER'S SIGNATURE ON THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE NOTES AND THE CITY WILL NOT BE RESPONSIBLE FOR THEIR ENFORCEMENT.
- CONTRACTOR SHALL VERIFY WITH OWNER'S REPRESENTATIVE THAT PLANS ARE CURRENT AND ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN DIEGO SPECIFICATIONS AND REQUIREMENTS.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY AND/OR REQUIRED PERMITS AND PAY ALL RELATED FEES AND/OR TAXES REQUIRED TO INSTALL THE WORK ON THESE PLANS.
- THE CONTRACTOR SHALL BE APPROPRIATELY LICENSED AS REQUIRED BY THE STATE IN WHICH THE WORK TAKES PLACE.
- THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO THE BEGINNING OF WORK AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OWNER, LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES.
- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES IN EXISTING CONDITIONS OR WITHIN THE PLANS PRIOR TO THE BEGINNING OF WORK.
- UNIT PRICES FOR ALL APPROXIMATIONS SHALL BE ESTABLISHED AS A PART OF THE CONTRACT WITH THE PROJECT OWNER AND PRIOR TO BEGINNING WORK, TO ACCOMMODATE ADDITIONS AND/OR DELETIONS OF MATERIAL AND/OR LABOR. DETERMINATION OF EQUAL SUBSTITUTIONS SHALL BE MADE ONLY BY THE LANDSCAPE ARCHITECT.
- LANDSCAPE ARCHITECT SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF ANY SITE OBSERVATION OR MEETING.
- SITE OBSERVATIONS AND MEETINGS SHALL INCLUDE:
 - PRE-CONSTRUCTION MEETING
 - IRRIGATION PRESSURE TESTS AND COVERAGE TESTS
 - SOIL INSTALLED AND AUTOMATIC PRELIMINARY WALK THROUGH
 - SPLITTING OF TUBES AND SAMPLES
 - PROJECT COMPLETION AND PRELIMINARY WALK THROUGH
 - COMPLETION OF 30 DAY MAINTENANCE PERIOD
 - ADDITIONAL SITE OBSERVATIONS MAY BE REQUESTED
- SITE OBSERVATIONS BY THE LANDSCAPE ARCHITECT DURING ANY PHASE OF THIS PROJECT DOES NOT RELIEVE THE CONTRACTOR OF HIS PRIMARY RESPONSIBILITY TO PERFORM ALL WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND GOVERNING CODES.
- THE DEVELOPER/CONTRACTOR SHALL PROVIDE FULL MAINTENANCE OF ALL LANDSCAPE AREAS FOR A MINIMUM OF THIRTY (30) DAYS AFTER FINAL WRITTEN APPROVAL.
- CONTRACTOR SHALL BE BACK CHARGED FOR LANDSCAPE ARCHITECT'S TIME WHEN OBSERVATIONS ARE CALLED FOR AND IT IS FOUND THAT THE WORK IS NOT SUFFICIENTLY READY UPON OBSERVATION OF THE APPOINTMENT IS NOT KEPT. TIME WILL BE CHARGED ON AN HOURLY BASIS, INCLUDING TRANSPORTATION TIME AT THE THEN EXISTING HOURLY RATE FOR THE PERSONNEL PROVIDING THE OBSERVATIONS.
- THE FIRM DOES NOT PRACTICE OR CONSULT IN THE FIELD OF SAFETY ENGINEERING. THIS FIRM DOES NOT DIRECT THE CONTRACTOR'S OPERATIONS AND IT IS NOT RESPONSIBLE FOR THE SAFETY OF PERSONNEL OTHER THAN OUR OWN AT THE SITE. THE SAFETY OF OTHERS IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHOULD NOTIFY THE OWNER IF HE CONSIDERS ANY OF THE RECOMMENDED ACTIONS PRESENTED HEREIN TO BE UNSAFE.

IRRIGATION SPECIFICATIONS:

- ALL IRRIGATION MATERIALS AND PROCEDURES SHALL CONFORM TO THE CITY OF SAN DIEGO SPECIFICATIONS AND REQUIREMENTS.
- IRRIGATION PLAN IS DIMENSIONAL ONLY.
- CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF ALL EXISTING SITE CONDITIONS.
- IRRIGATION CONTRACTOR SHALL ADJUST ALL HEADS TO PROVIDE AN EVEN COVERAGE AND TO KEEP SPRAY OF THE MAINLINE, WALLS, PARKING AREAS, STREETS AND DRIVES.
- AS A MINIMUM, ALL IRRIGATION HEADS LOCATED ADJACENT TO OR WITHIN 10' OF WALKWAYS, PARKING AREAS, YARDS, STREETS AND DRIVES SHALL BE INSTALLED ON POP-UP MODELS.
- WHEN THE IRRIGATION SYSTEM IS COMPLETED, THE CONTRACTOR, IN THE PRESENCE OF THE OWNER/DEVELOPER'S AUTHORIZED REPRESENTATIVE OR THE LANDSCAPE ARCHITECT, SHALL PERFORM A TEST OF COVERAGE OF WATER APPLIED TO THE IRRIGATION AREAS TO ENSURE THAT IT IS COMPLETE AND ADEQUATE. THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK REQUIRED TO CORRECT ANY INADEQUACIES OF COVERAGE AT HIS OWN COST.
- PRIOR TO STARTING IRRIGATION LINES:
 - ALL MAINLINE IN THE SYSTEM SHALL BE CAPPED AND PRESSURE TESTED AT 125 PSI FOR A PERIOD OF FOUR (4) HOURS. ANY LEAKS FOUND SHALL BE CORRECTED BY REMOVING THE LEAKING PIPE OR FITTINGS AND INSTALLING NEW MATERIAL IN ITS PLACE.
 - ALL LATERAL LINES SHALL BE PRESSURE TESTED AT DESIGN PRESSURE FOR ONE (1) HOUR.
 - THE CONTRACTOR SHALL NOT ALLOW NOR CAUSE ANY OF HIS WORK TO BE COVERED UNTIL IT HAS BEEN INSPECTED, TESTED, AND APPROVED BY THE OWNER OR THE LANDSCAPE ARCHITECT.

- ALL PRESSURE MAINLINES SHALL BE BURIED TWENTY (20) INCHES DEEP AND ALL LATERAL LINES SHALL BE BURIED TWELVE (12) INCHES DEEP. BOTH FOR BOTH MAINLINE AND LATERAL LINES, WHEN PRESSURE UNDER GRADE AND PARKING AREAS, SHALL BE BURIED TWENTY (20) INCHES DEEP UNLESS OTHERWISE INDICATED BY THE DRAWINGS OR THE DESIGNER. METAL BOLLARDS LOCATING TAPS SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF THE SLEEVES. TWELVE (12) INCHES DIRECTLY ABOVE THE SLEEVE. TAPS SHALL BE MARKED THROUGHOUT IN TWO (2) INCH CARVED LETTERS EVERY THREE (3) FEET ALONG THE TAP. SLEEVES SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES PAST THE END OF THE PAVING.
- MAIN LINES, ALL PIPING UNDER CONSTANT PRESSURE BETWEEN WATER METER AND TO SUPPLY SYSTEM AND CONTROL VALVES AS PER LOCAL CODE OR SHALL BE PVC SCHEDULE 40 OR CLASS 315 PVC UNLESS OTHERWISE SHOWN ON THE DRAWINGS, DETAILS, OR LEGEND.
- LATERAL LINES, ALL PIPING UNDER INTERMITTENT PRESSURE, BETWEEN WATER CONTROL VALVES SHALL BE IRID PVC 1120S PER 21 OR CLASS 200 PVC UNLESS OTHERWISE SHOWN ON THE DRAWINGS, DETAILS, OR LEGEND.
- ALL PLASTIC FITTINGS SHALL BE IRID POLYETHYLENE CHLORIDE, STANDARD WITH SCHEDULE 40 TYPE 1 AND ALL RISERS AND RISERS SHALL BE IRID SCHEDULE 40 PVC.
- ALL WIRE SHALL BE AND-IF CORRECT BURIAL TYPE, AND ALL CONNECTIONS SHALL BE MADE WITH "WET-TEK" CONNECTORS OF APPROVED EQUAL. SPICES ARE NOT ACCEPTABLE. TWO (2) ADDITIONAL WIRES SHALL BE RUN FROM THE CONTROLLER/S TO THE LAST VALVE ON THE MAINLINE. AN ADDITIONAL TWO (2) WIRES SHALL BE RUN FOR EACH SPICE IN THE MAINLINE. A TRACER WIRE SHALL BE RUN ALONG THE ENTIRE LENGTH OF THE MAINLINE.
- ALL WIRE SHALL BE BUNDLED AND PLACED BENEATH THE MAINLINE AND TAPPED AT INTERVALS OF TEN (10) FEET. ALL WIRE SHALL BE SPLITTED SEPARATELY WHEN PASSING UNDER PAVED AREAS. SLEEVES SHALL BE THREE (3) TIMES THE DIAMETER OF THE BUNDLED WIRE OR A MINIMUM OF FOUR (4) INCHES IN DIAMETER.
- ALL MAINLINE AND LATERAL LINES SHALL BE SLEEVED WITH PVC SCHEDULE 40, UNDER PAVING.
- AUTOMATIC CONTROLLER TO BE INSTALLED AS PER LOCAL CODE IN STAINLESS STEEL ENCLOSURE WHICH IS LOCATED ON THE PLAN. A 120 VOLT, 17 AMP CIRCUIT SHALL BE PROVIDED BY THE OWNER/DEVELOPER. COVERS SHALL BE SLEEVED IN ELECTRICAL CODES FROM THE CONTROLLER TO THE MAINLINE. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS.
- ALL IRRIGATION LINES AND APPURTENANCES, WITH THE EXCEPTION OF IRRIGATION LATERALS AND HEADS PROVIDING IRRIGATION OF AREAS WITH THE PUBLIC RIGHT-OF-WAY, SHALL BE INSTALLED OUTSIDE THE PUBLIC RIGHT-OF-WAY.
- CHECK VALVES SHALL BE INSTALLED AS NECESSARY TO PREVENT DRAINAGE OF THE VARIOUS LATERAL SYSTEMS FROM OCCURRING AT THE HEADS OF LOWER ELEVATION. NO MORE THAN TWELVE (12) FEET OF ELEVATION CHANGE SHALL SEPARATE CHECK VALVES. CHECK VALVES SHALL BE FIVE (5) PSI MAX.
- AFTER ALL NEW IRRIGATION PIPING AND RISERS ARE IN PLACE AND CONNECTED AND ALL OTHER NECESSARY IRRIGATION WORK HAS BEEN COMPLETED, BUT PRIOR TO THE INSTALLATION OF IRRIGATION HEADS, RELIABLE CHECK VALVES SHALL BE OBTAINED AND FULL HEAD OF WATER USED TO FLUSH OUT THE ENTIRE SYSTEM.
- CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH ACCORDING TO THE MOODS OF THIS SECTION ON A DAILY BASIS.
- THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED BY THE CONTRACTOR TO BE COMPLETE AND SATISFACTORY SERVICES AS TO MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE FINAL ACCEPTANCE OF THE WORK BY THE OWNER/DEVELOPER.
- IRRIGATION CONTRACTOR SHALL MAINTAIN THE SYSTEM FOR A PERIOD OF THIRTY (30) DAYS AND SHALL WATER ON A DAILY BASIS.
- PRIOR TO FINAL ACCEPTANCE OF WORK, CONTRACTOR SHALL PROVIDE A RECORD SET OF DRAWINGS SHOWING THE IRRIGATION SYSTEM WORK.
 - ALL CHANGES IN LOCATION OF PIPES OR TYPE OF INSTALLATIONS FROM THAT SHOWN ON THE RECORD DRAWINGS
 - VALVES NUMBERED AND CORRESPONDING NUMBERS SHALL BE SHOWN ON THE RECORD DRAWINGS
 - AUTOMATIC VALVES, BALL VALVES AND CHECK VALVE VALVES SHALL BE LOCATED BY MEASURED DIMENSIONS. DIMENSIONS SHALL BE GIVEN TO NEAREST ONE-HALF FOOT.
 - ON THE INSIDE SURFACE OF THE COVER OF THE AUTOMATIC CONTROLLER/S, CONTRACTOR SHALL PREPARE AND MOUNT A CHART SHOWING THE VALVES AND BRIDGES HEADS SERVED BY THE CONTROLLER/S. ALL VALVES SHALL BE NUMBERED TO MATCH THE OPERATION SCHEDULE. THE CHART SHALL BE A PLAIN PLAN SHOWING ALL HARDSHIP IMPROVEMENTS TO INCLUDE WALKWAYS, PARKING AREAS, DRIVES AND STREETS. LEGIBLE IN ALL DIRECTIONS. PLAIN PLANS SHALL BE MADE TO A SIZE THAT WILL FIT INTO THE CONTROLLER/S COVER. PRINTS OF THIS PLAN SHALL BE MECHANICALLY SEALED BY PLASTIC AND THEN BE SECURED TO THE COVER COVER.
- ALL OTHER LOCAL, MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS COVERING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE ENFORCED BY THE IRRIGATION CONTRACTOR.
- UPON COMPLETION AND RECEIPT OF FINAL WRITTEN APPROVAL, ALL MAINTENANCE MANUALS, GUARANTEES AND OPERATING INSTRUCTIONS FOR ALL IRRIGATION EQUIPMENT SHALL BE PROVIDED AS WELL AS THE FOLLOWING EQUIPMENT:
 - TWO (2) WRENCHES FOR REMOVING EACH DIFFERENT TYPE OF SPRINKLER HEAD.
 - TWO (2) QUICK COUPLER KEYS WITH GATE VALVE AND HOSE END ASSEMBLY.
 - TWO (2) KEYS FOR OPERATING AND LOCKING THE AUTOMATIC CONTROLLER/S AND THE CONTROLLER/S ENVELOPE.

PLANTING SPECIFICATIONS:

- ALL PLANTING MATERIALS AND PROCEDURES SHALL CONFORM TO THE CITY OF SAN DIEGO SPECIFICATIONS AND REQUIREMENTS.
- PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL.
- LANDSCAPE CONTRACTOR SHALL REMOVE ALL EXISTING VEGETATION, INCLUDING ALL SOLE GROUND COVER AGE DESIGNATED TO REMAIN, TRASH, CLIPPINGS, ROCK AND OTHER DEBRIS FROM ALL PLANTING AREAS ON THE SITE AND DISPOSE OF IT AT AN APPROVED DISPOSAL AREA. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE PROTECTION AND CONTINUED MAINTENANCE OF ALL EXISTING VEGETATION DESIGNATED TO REMAIN, INCLUDING NECESSARY MODIFICATION AND MAINTENANCE OF THE EXISTING IRRIGATION SYSTEM.
- LANDSCAPE CONTRACTOR SHALL HAVE AND FINE GRADE ALL AREAS TO BE PLANTED PRIOR TO THE COMMENCEMENT OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE FIRM CHANGING OF THE SITE. SITE SHALL BE RECEIVED AT PLUS OR MINUS ONE (1) INCH WITH THE EXCEPTION OF LANDSCAPE JOINTS AND THOSE FIRM AREAS MODIFIED ON THE LANDSCAPE CONSTRUCTION PLAN. LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE OWNER/DEVELOPER'S SUPERINTENDENT AND LANDSCAPE ARCHITECT REGARDING FINAL APPROVAL OF CONIDES. EVERY EFFORT SHOULD BE MADE TO CONSTRUCT LANDSCAPE JOINTS FROM ON-SITE SOIL SO THAT IMPORTATION OF SOIL IS UNNECESSARY. IF IMPORTATION OF ADDITIONAL SOIL FOR PLANTING AREAS IS NECESSARY, IMPORTED SOIL IS TO BE CLASS "A" TOPSOIL. A SAMPLE SHALL BE PRESENTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
- ALL NEW PLANTING AREAS AND SLOPES ARE TO BE WATERED FOR FIFTEEN (15) DAYS PRIOR TO HERBICIDE APPLICATION. "GRASS-KILL" HERBICIDE TO BE SPRAYED ON WEEDS PER MANUFACTURER'S DIRECTIONS. REPEAT APPLICATIONS MAY BE NECESSARY DEPENDING UPON WEED GROWTH. PLANTING TO COMMENCE TWELVE (12) DAYS AFTER LAST APPLICATION.
- ALL PLANTING AREAS SHALL BE SCARIFIED (RIPPED) TO A DEPTH OF SIX (6) INCHES BELOW GRADE IN TWO (2) DIRECTIONS. ALL FURTHER DEEPS AND NEWLY REVEALED ROCKS LARGER THAN TWO (2) INCHES IN DIAMETER SHALL BE REMOVED FROM THE SITE.
- ALL PLANTING AREAS NOT RECEIVING A 1:1 SLOPE SHALL RECEIVE THE FOLLOWING AMENDMENTS PER 1000 SQ. FT. AND SHALL BE THOROUGHLY CULTIVATED IN TWO (2) DIRECTIONS INTO THE TOP SIX (6) INCHES OF SOIL.
 - 3 CU. YARD OF NITROGEN STABILIZED SOIL SHAVINGS
 - 200 LBS. AGRICULTURAL CRYSTAL
- THE RECOMMENDATION OF THE ABOVE AMENDMENTS MAY VARY UPON THE TOP ONE (1) INCH OF SOIL, THREE (3) POUNDS IF "TERRA-SEED" PER 1000 SQ. FT.
- PRIOR TO THE REAPPLICATION OF FERTILIZER, ALL PLANTING AREAS ARE TO BE THOROUGHLY WATERED IN A MANNER THAT WILL BE A MINIMUM OF TWELVE (12) INCHES OF WATER THROUGHOUT THE SURFACE SOIL ZONE. THIS PROCEDURE TO CALLED LEACHING AND MUST BE COMPLETED AND SOIL SAMPLES ARE ACCURATELY LOW SHALL THE FOLLOWING FERTILIZER BE APPLIED PER 1000 SQ. FT. AND BE THOROUGHLY CULTIVATED INTO THE TOP EIGHT (8) INCHES OF SOIL.
 - 25 LBS. IMPE-GRASS 14-18-18
- FOR EACH FOUR (4) YARD OF INITIAL CONSTRUCTION OF OR EXISTING ON SITE SOIL AND IMPROVED STABILIZED SOIL SHAVINGS, THE FOLLOWING AMENDMENTS SHALL BE INCORPORATED:
 - 1 LB. AGRIFORM SLOW RELEASE FERTILIZER 12-12-12
 - 2 LBS. SOIL BLEND
 - 1 LB. SOIL BLEND
- NOTE: THE ABOVE SOIL AMENDMENTS FOR ABOVE SPECIFICATED SOIL PREPARATION/ PLANTING SHALL BE FOR BRONZE PURPOSES ONLY. A MINIMUM OF TWO (2) SOIL SAMPLES SHALL BE TAKEN FROM VARIOUS POINTS IN THE PLANTING AREAS AND ANALYZED AT BELLEVUE SOILS AND OR ANOTHER APPROVED SOIL TESTING LABORATORY. A REPORT OF THEIR FINDINGS TO INCLUDE ADEQUACIES RECOMMENDATIONS FOR 12:12 AND SOILS BLEND, TRAP AND GROUND COVER AREAS, AS WELL AS BRONZE PURPOSES EQUIPMENT FOR ALL SOIL AREAS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO INSTALLATION.
- PLANTING TABLETS 20-10-5
 - 2-21 DRAW TABLETS PER 1 GALLON CONTAINER
 - 3-21 DRAW TABLETS PER 1 GALLON CONTAINER
 - 4-21 DRAW TABLETS PER 1 GALLON CONTAINER
 - 1-21 DRAW TABLET PER 4" OF BOX SIZE

- "TERRA-SEED"
 - 1 TON PER FOOT OF TREE HEIGHT
 - 1 TON PER GALLON SIZE OF SHRUB CONTAINER
- ALL TREES SHALL BE PLANTED WITHIN THE PUBLIC RIGHT-OF-WAY UNDER THE FOLLOWING CONDITIONS:
 - 10'-0" AWAY FROM TRAFFIC SHOULDER (STOP STRIPS)
 - 5'-0" AWAY FROM UNDERGROUND UTILITY LINES
 - 10'-0" AWAY FROM ABOVE GROUND UTILITY STRUCTURES
 - 10'-0" AWAY FROM DRIVEWAYS (DRIVEWAYS)
 - 25'-0" AWAY FROM INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS)
- SHOULD IT BE NECESSARY TO PLANT WITHIN 10'-0" OF HARDSHIP, WALLS AND/OR STRUCTURES, A ROOT CONTROL BARRIER PLASTIC BARRIER SHALL EXTEND ALONG THE LINE OF THE HARDSHIP, WALL AND/OR STRUCTURE BEING PROTECTED TO THE EXTENT OF THE MAINTENANCE DEEP LINE OF THE DRIVEWAY 30'-0" PLASTIC BARRIER 24" DEEP 3" 8'-0" WIDE
- PLANT THIS SHALL BE SQUARE AND TWO (2) TIMES GREATER IN DIAMETER THAN THE CONTAINER AND AT LEAST TWELVE (12) INCHES BELOW THE BOTTOM OF THE CONTAINER.
- ALL PLANTING AREAS RECEIVING GROUND COVER SHALL RECEIVE TWO (2) INCHES OF SHREDED BARK MULCH. IN ADDITION TO THE BARK MULCH, ALL VERT-TYPED PLANTING AREAS EXCEEDING A SLOPE OF 3:1 SHALL RECEIVE JET MATTING.
- ALL STANDARD TREES TO BE DOUBLE-DUG AS PER DETAIL. ALL MULTI-TRUNK TREES SHALL BE CUTTED.
- ALL STANDARD TREES IN TURF AREAS SHALL HAVE "THREE BODY" BARBER GRADERS OR APPROVED EQUAL, AS WELL AS BEING PLANTED IN A THREE (3) FOOT DIAMETER UNPLANTED AREA COVERED IN FLOW (4) INCHES OF SHREDED BARK MULCH. MULTI-TRUNK TREES IN TURF AREAS SHALL BE PLANTED WITHIN A SIX (6) FOOT DIAMETER UNPLANTED AREA COVERED IN FOUR (4) INCHES OF SHREDED BARK MULCH.
- PLANT COUNTS ARE FOR THE CONVENIENCE OF LANDSCAPE CONTRACTORS ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PLANT MATERIAL TO FULFILL THE DESIGN INTENT OF THESE DRAWINGS.
- THIRTY (30) DAYS PRIOR TO PLANTING, CONTRACTOR SHALL CONTACT OWNER/LANDSCAPE ARCHITECT TO ADJUST ALL SIZES FOR ANY (50) DAYS AND ALL TYPES FOR ONE (1) YEAR. GUARANTEE PERIOD FOR ALL TREES AND SHRUBS SHALL COMMENCE UPON WRITTEN APPROVAL OF THE OWNER AT THE END OF THE MAINTENANCE PERIOD OR PRECEDENT THEREOF.
- LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPLANT OR REPLACEMENT OF MATERIALS MADE NECESSARY THROUGHOUT THE ACTIVE OR NECESSITY OF HIS OWN.
- UPON COMPLETION OF ALL WORK OUTLINED IN THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL CONTACT THE OWNER/LANDSCAPE ARCHITECT AND ARRANGE FOR A FINAL WALK THROUGH TO DETERMINE THAT ALL ASPECTS OF WORK ARE COMPLETED. WORK MUST BE FULLY COMPLETED ACCORDING TO ALL PLANS AND SPECIFICATIONS AND MUST BE COMPLETED IN A GOOD WORKMANSHIP LIKE MANNER AND MUST BE ACCEPTED BY THE OWNER IN WRITING PRIOR TO THE COMMENCEMENT OF THE MAINTENANCE PERIOD.
- THE MAINTENANCE PERIOD SHALL INCLUDE AS A MINIMUM THE FOLLOWING SCOPE OF WORK:
 - DAILY WATERING OF ALL PLANT MATERIAL.
 - WEEDING AND REMOVAL OF ANY WEEDS FROM PLANTING AREAS
 - REPLACEMENT OF ANY DEAD OR DAMAGED TREES AND/OR SHRUBS AND GROUND COVER.
 - FILLING AND REPLANTING OF ANY LOW AREAS WHICH MAY CAUSE STANDING WATER.
 - PRUNING AND REPAIR OF EXPOSED AREAS.
 - WEEKLY REMOVAL OF ALL TRASH, LITTER, CLIPPINGS AND ALL OTHER FOREIGN DEBRIS AT AN APPROVED DISPOSAL SITE.
 - AT THIRTY (30) DAYS AFTER THE START OF MAINTENANCE, TOP DRESS ALL PLANTING AREAS AND APPLY FERTILIZER (16-8-8) AT A RATE OF 6 LBS PER 1000 SQ. FT. SITE SHALL BE WATERED IMMEDIATELY FOLLOWING FERTILIZER APPLICATION. ADDITIONAL SHREDED BARK MULCH SHALL BE APPLIED TO MAINLINE AS A MINIMUM, FOUR (4) INCHES OF COVER AND/OR TWO (2) INCHES OF COVER IN DRIVING COVER HEADS.
- PRIOR TO THE END OF THE MAINTENANCE PERIOD, LANDSCAPE CONTRACTOR SHALL CONTACT THE OWNER/LANDSCAPE ARCHITECT TO ARRANGE FOR A FINAL WALK THROUGH. OWNER MUST ACCEPT ALL MAINTAINED AREAS IN WRITING PRIOR TO THE END OF THE MAINTENANCE PERIOD. MAINTENANCE PERIOD MAY BE EXTENDED IF ANY OF ALL ASPECTS OF THE SCOPE OF WORK ARE EQUALLY DEFICIENT AT THE END OF THE THIRTY (30) DAYS. FINAL WRITTEN APPROVAL SHALL BE THE START DATE FOR ALL GUARANTEES.



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PRIVATE CONTRACT

LANDSCAPE SPECIFICATIONS FOR:
SEAFORTH LEASEHOLD, QUVIRA BASIN

CITY OF SAN DIEGO, CALIFORNIA
DEVELOPMENT SERVICES DEPARTMENT
SHEET # 9 OF 18 SHEETS

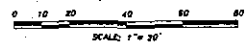
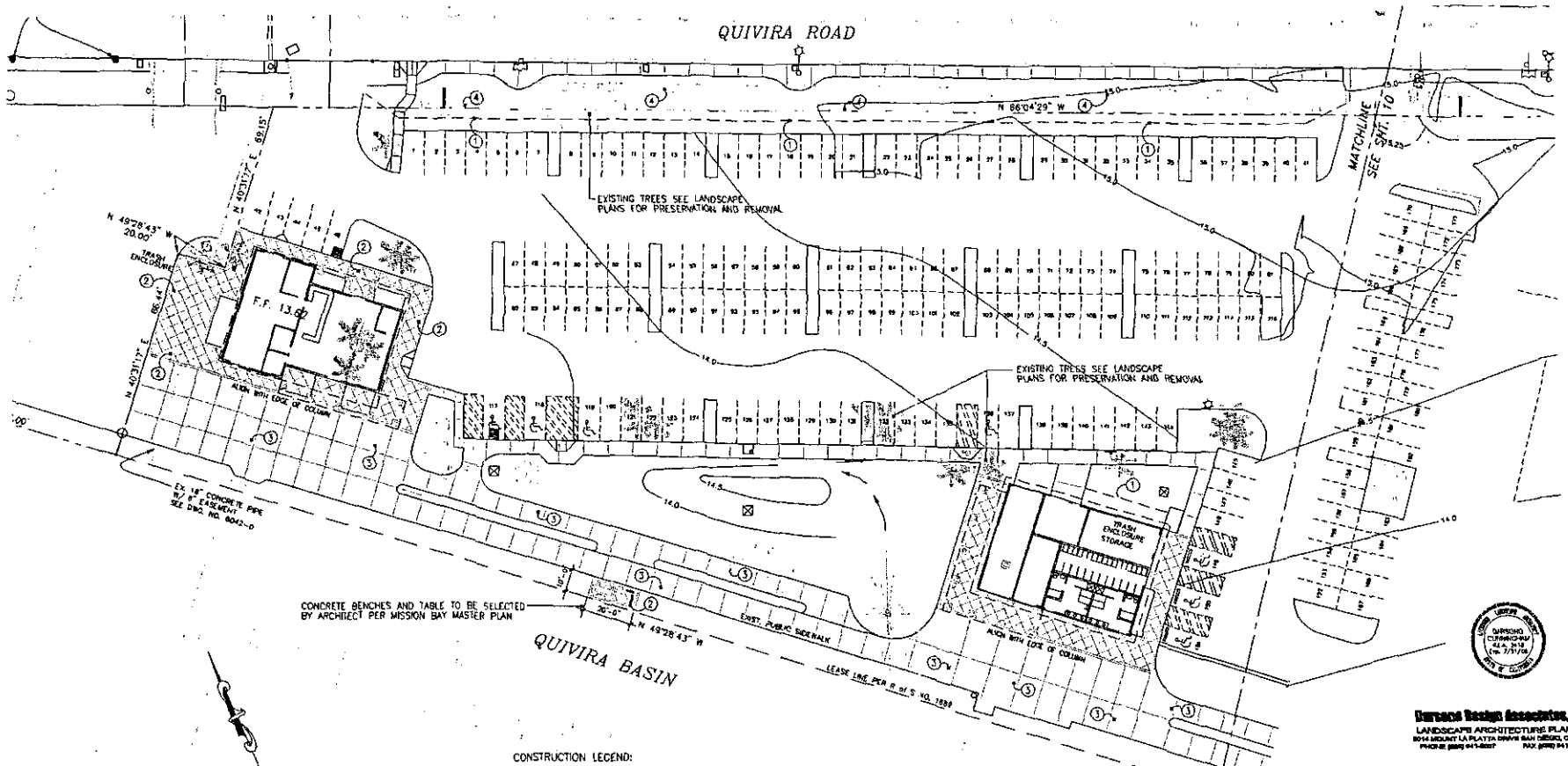
NO. 02-2387
1113 MO. 172881

VIA

FOR CITY DEPARTMENT	DATE	BY	DATE
DESIGN			
REVISION			
AS-BUILT			

CONTRACTOR: DATE STARTED: 34413-9-D
INSPECTOR: DATE COMPLETED:

DETAIL PAGE 16



- CONSTRUCTION LEGEND:
- ① TYPICAL SYMBOL FOR 8"x8" CONCRETE HEADER WITH #3 REBAR SEPARATE SHRUB BEDS AND TURF AREAS
 - ② TYPICAL SYMBOL 3 1/2" THICK COLORED CONCRETE LIGHT BROWN FINISH WITH 8" WIDE SMOOTH THROWL BAND FINISH. SAW CUT 2"x2" DIAGONAL PATTERN 1/4" DEEP REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTION COLORED TO BE SELECTED DURING CONSTRUCTION
 - ③ TYPICAL SYMBOL 3 1/2" THICK NATURAL COLOR CONCRETE PAVING, BROWN FINISH REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTION
 - ④ TYPICAL SYMBOL FOR LANDSCAPE MOUNDING MAXIMUM HEIGHTS 30"/4 TO 1 SLOPE



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 LANDSCAPE ARCHITECTURE PLANNING
 1014 MONTECALA PLAZA, SUITE 200, SAN DIEGO, CA 92111
 PHONE: (619) 441-8827 FAX: (619) 441-8828

PRIVATE CONTRACT
HARDSCAPE PLAN FOR:
SEAFORTH LEASEHOLD,
QUIVIRA BASIN

CITY OF SAN DIEGO, CALIFORNIA
 (PREVIOUS TRIMMED & REFINED)
 SHEET 10 OF 10 SHEETS

DATE	BY	DATE	BY
DESIGN	D.D.A.	APPROVED	D.D.A.

CONTRACTOR: DATE STARTED: 34413-10-D
 WORKSHOP: DATE COMPLETED:

SCALE: 1" = 20'

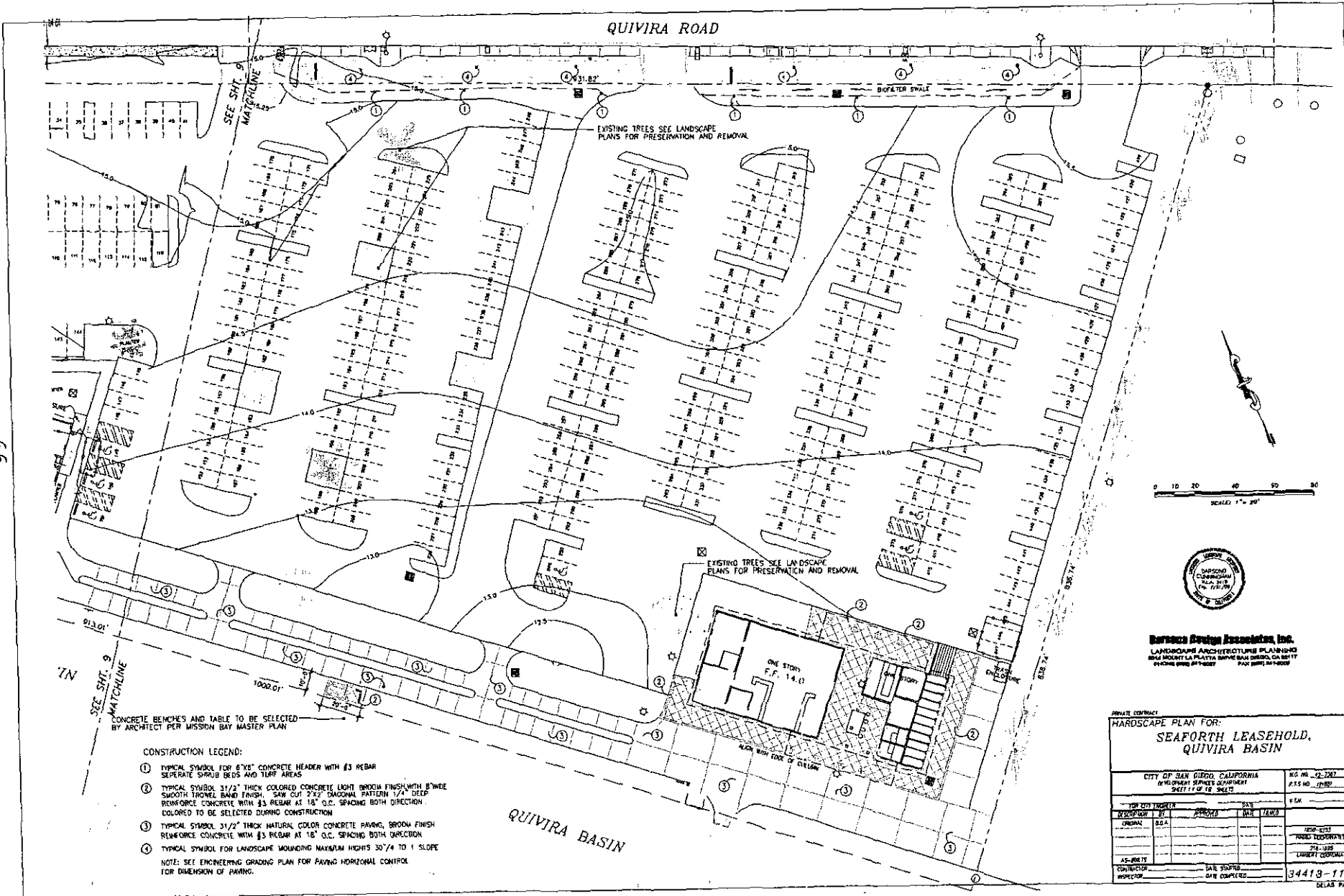
DATE: 7/11/06

PROJECT NO. 02-287
 P.L.S. NO. 02881

THE CITY ENGINEER
 THE ASSOCIATE CITY ENGINEER
 THE CITY PLANNING DEPARTMENT

SEAFORTH LEASEHOLD, QUIVIRA BASIN 01-05-2007

CELLS PAGE 14



- CONSTRUCTION LEGEND:
- ① TYPICAL SYMBOL FOR 6"x6" CONCRETE HEADER WITH #3 REBAR SEPARATE SHRUB BEDS AND TURF AREAS
 - ② TYPICAL SYMBOL 3 1/2" THICK COLORED CONCRETE LIGHT BROOK FINISH WITH 6" WIDE SMOOTH TROMEL BAND FINISH, SAW CUT 2"x2" DIAGONAL PATTERNS 1/4" DEEP REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTIONS. COLORED TO BE SELECTED DURING CONSTRUCTION
 - ③ TYPICAL SYMBOL 3 1/2" THICK NATURAL COLOR CONCRETE PAVING, BROOK FINISH REINFORCE CONCRETE WITH #3 REBAR AT 18" O.C. SPACING BOTH DIRECTIONS
 - ④ TYPICAL SYMBOL FOR LANDSCAPE MOUNDING MAXIMUM HEIGHTS 30"/4 TO 1 SLOPE
- NOTE: SEE ENGINEERING GRADING PLAN FOR PAVING HORIZONTAL CONTROL FOR DIMENSION OF PAVING.



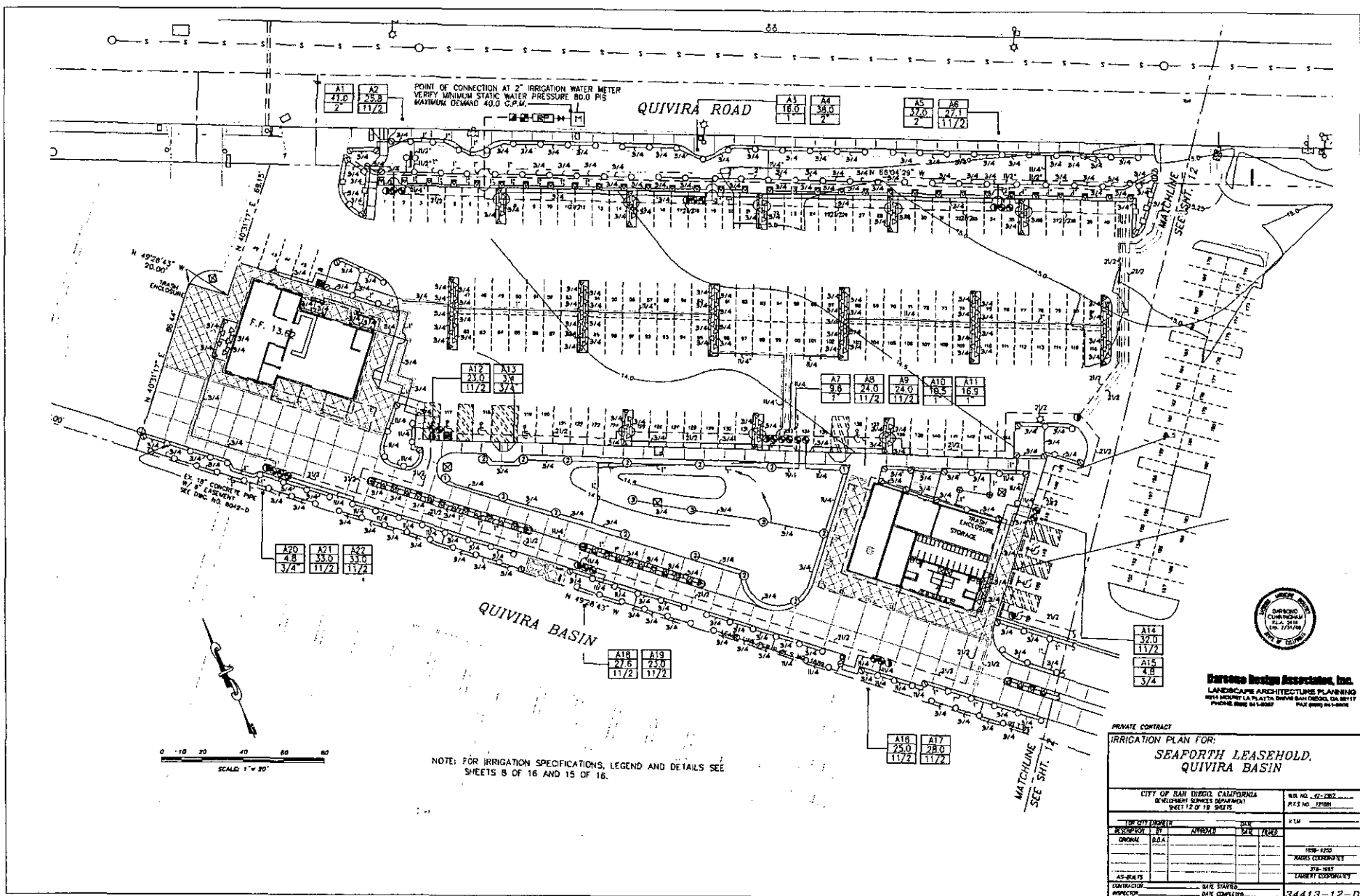
Barbara Design Associates, Inc.
 LANDSCAPE ARCHITECTURE PLANNING
 1000 LA PLATA DRIVE SAN DIEGO, CALIF. 92107
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PRIVATE CONTRACT

HARDSCAPE PLAN FOR:
**SEAFORTH LEASEHOLD,
 QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA
 PREPARED UNDER CONTRACT
 SHEET 11 OF 18 SHEETS

DESIGNED BY	APPROVED	DATE	TITLE	SCALE
ORIGINAL	S.D.A.			
AS-BUILT				
CONTRACTOR	DATE STARTED	DATE STOPPED	DATE COMPLETED	34419-11-D
INSPECTOR				DELAZ PAGE 14

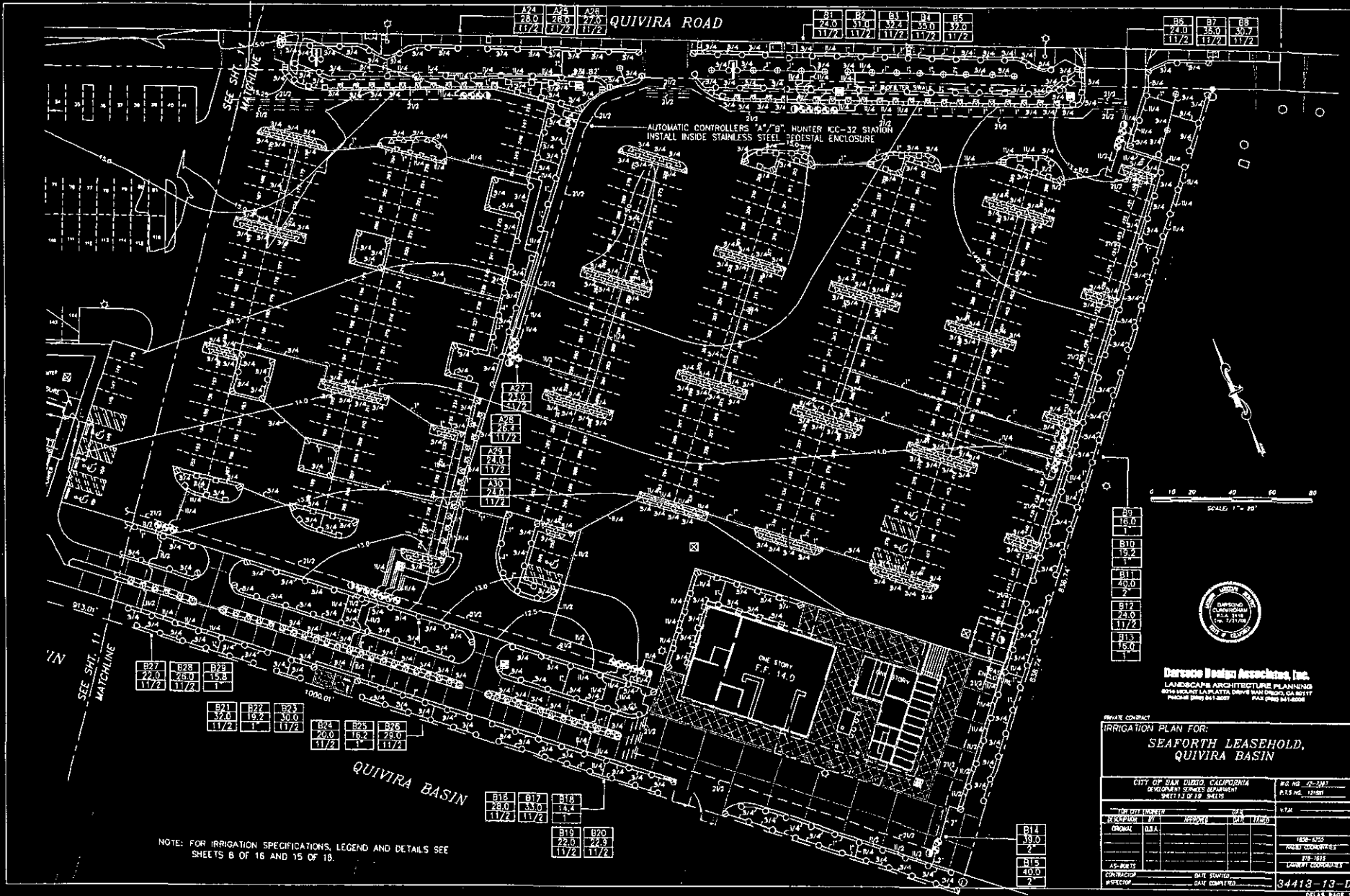


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PRIVATE CONTRACT
 IRRIGATION PLAN FOR:
**SEAFORTH LEASEHOLD,
 QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT SHEET 12 OF 18 SHEETS		REG. NO. 22-282 P.C. NO. 11718
FOR CITY ENGINEER	DATE	V.M.
DESIGNED BY	APPROVED BY	DATE
ISSUED	DATE	10/9-1992
AS-BUILT	DATE	3/8-1993
CONTRACTOR	DATE COMPLETED	34413-12-D
INSPECTOR	DATE COMPLETED	DELS PAGE 14

SEA FORTH LEASEHOLD, QUIVIRA BASIN 01-05-2007



NOTE: FOR IRRIGATION SPECIFICATIONS, LEGEND AND DETAILS SEE SHEETS B OF 16 AND 15 OF 18.

SCALE: 1" = 80'



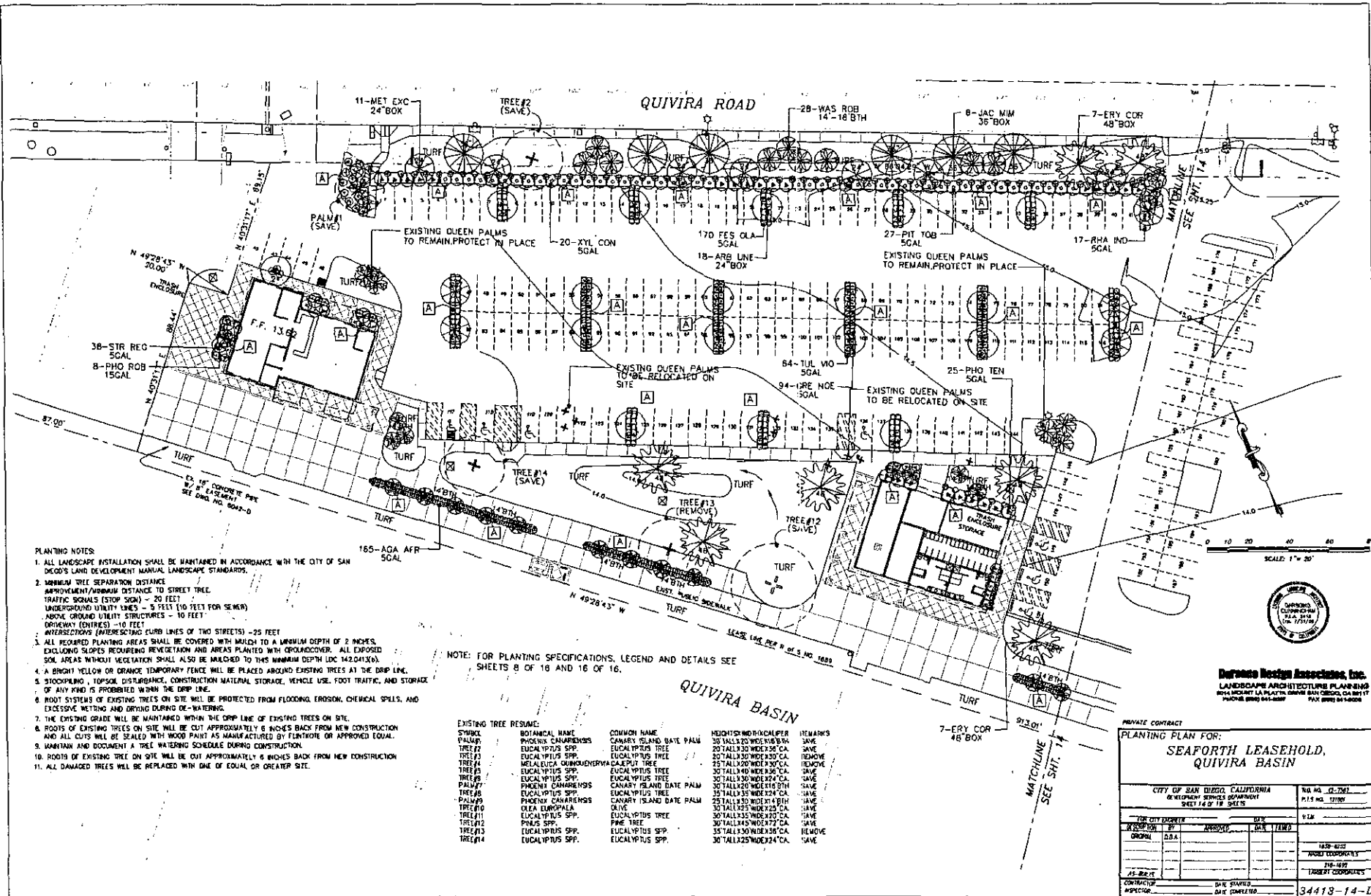
Darrocas Basins Associates, Inc.
 LANDSCAPE ARCHITECTURE PLANNING
 4014 INDIAN LAPPLATA DRIVE SAN DIEGO, CA 92117
 PHONE (619) 541-3027 FAX (619) 541-3028

PRIVATE CONTRACT
 IRRIGATION PLAN FOR:
**SEAFORTH LEASEHOLD,
 QUIVIRA BASIN**

CITY OF SAN DIEGO, CALIFORNIA		NO. 18-01-2187
SPECIALTY BUSINESS DEPARTMENT		P.T.S. NO. 121881
SHEET 13 OF 18 SHEETS		
FOR CITY USE	DATE	Y.P.R.
DESCRIPTION BY	APPROVE BY	DATE
ORIGINAL	DATE	
AS-BUILT	DATE	
CONTRACTOR	DATE SIGNED	
POSTER	DATE EMPOWERED	

34413-13-D
 DELAS PAGE 13

SEA FORTH LEASEHOLD, QUIVIRA BASIN 01-05-2007



- PLANTING NOTES**
1. ALL LANDSCAPE INSTALLATION SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
 2. MINIMUM TREE SEPARATION DISTANCE APPROXIMATELY EQUAL TO TREE TRUNK DIAMETER (STOP SIGN) - 20 FEET.
 3. UNDERGROUND UTILITY LINES - 5 FEET (10 FEET FOR SEWER) ABOVE GROUND UTILITY STRUCTURES - 10 FEET.
 4. DRIVEWAY (ENTRIES) - 10 FEET.
 5. INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS) - 25 FEET.
 6. ALL RECORDED PLANTING AREAS SHALL BE COVERED WITH MULCH TO A MINIMUM DEPTH OF 2 INCHES, EXCLUDING SLOPES REQUIRING REVEGETATION AND AREAS PLANTED WITH GRASS/COVER. ALL EXPOSED SOIL AREAS WITHOUT VEGETATION SHALL ALSO BE MULCHED TO THIS MINIMUM DEPTH (DC 142.041(x)).
 7. A BRIGHT YELLOW OR ORANGE TEMPORARY FENCE WILL BE PLACED AROUND EXISTING TREES AT THE DRIP LINE.
 8. STOCKPILING, TOPSOIL DISTURBANCE, CONSTRUCTION MATERIAL STORAGE, VEHICLE USE, FOOT TRAFFIC, AND STORAGE OF ANY KIND IS PROHIBITED WITHIN THE DRIP LINE.
 9. ROOT SYSTEMS OF EXISTING TREES ON SITE WILL BE PROTECTED FROM FLOODING, EROSION, CHEMICAL SPLITS, AND EXCESSIVE WETTING AND DRYING DURING DE-WATERING.
 10. THE EXISTING GRADE WILL BE MAINTAINED WITHIN THE DRIP LINE OF EXISTING TREES ON SITE.
 11. ROOTS OF EXISTING TREES ON SITE WILL BE CUT APPROXIMATELY 8 INCHES BACK FROM NEW CONSTRUCTION AND ALL CUTS WILL BE SEALED WITH WOOD PAINT AS MANUFACTURED BY FERTIKOTE OR APPROVED EQUAL.
 12. MAINTAIN AND DOCUMENT A TREE WATERING SCHEDULE DURING CONSTRUCTION.
 13. ROOTS OF EXISTING TREE ON SITE WILL BE CUT APPROXIMATELY 6 INCHES BACK FROM NEW CONSTRUCTION.
 14. ALL DAMAGED TREES WILL BE REPLACED WITH ONE OF EQUAL OR GREATER SIZE.

NOTE: FOR PLANTING SPECIFICATIONS, LEGEND AND DETAILS SEE SHEETS 8 OF 16 AND 16 OF 16.

EXISTING TREE RESUME:

SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	WIDTH	CANOPY	LEAFER	REMARKS
PALM#1	PHOENIX CANARIENSIS	CANARY ISLAND DATE PALM	38'	12'	20'	WIDE	SAVE
TREE#2	EUCALYPTUS SPP.	EUCALYPTUS TREE	20'	12'	30'	WIDE	SAVE
TREE#3	EUCALYPTUS SPP.	EUCALYPTUS TREE	20'	12'	30'	WIDE	REMOVE
TREE#4	MELALEUCA QUINQUEMURICA	CALEPUT TREE	25'	12'	20'	WIDE	REMOVE
TREE#5	EUCALYPTUS SPP.	EUCALYPTUS TREE	30'	12'	40'	WIDE	SAVE
TREE#6	EUCALYPTUS SPP.	EUCALYPTUS TREE	30'	12'	30'	WIDE	SAVE
TREE#7	PHOENIX CANARIENSIS	CANARY ISLAND DATE PALM	30'	12'	20'	WIDE	SAVE
TREE#8	EUCALYPTUS SPP.	EUCALYPTUS TREE	35'	12'	35'	WIDE	SAVE
TREE#9	PHOENIX CANARIENSIS	CANARY ISLAND DATE PALM	25'	12'	30'	WIDE	SAVE
TREE#10	OLEA EUROPAEA	OLIVE	30'	12'	25'	WIDE	SAVE
TREE#11	EUCALYPTUS SPP.	EUCALYPTUS TREE	30'	12'	25'	WIDE	SAVE
TREE#12	PHOENIX SPP.	PHOENIX TREE	30'	12'	15'	WIDE	SAVE
TREE#13	EUCALYPTUS SPP.	EUCALYPTUS TREE	35'	12'	30'	WIDE	REMOVE
TREE#14	EUCALYPTUS SPP.	EUCALYPTUS TREE	30'	12'	25'	WIDE	SAVE



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PRIVATE CONTRACT
PLANTING PLAN FOR:
SEAFORTH LEASEHOLD,
QUIVIRA BASIN

CITY OF SAN DIEGO, CALIFORNIA
 DEVELOPMENT SERVICES DEPARTMENT
 SHEET 14 OF 16 SHEETS

NO. NO. (2-701)
 P.L.S. NO. 17180

FOR CITY DEPT.	DATE	BY	FILE
DESIGN			
APPROV.			
DATE			

CONTRACT NO. _____ DATE STARTED _____
 PROJECT NO. _____ DATE COMPLETED _____

34418-14-D
 DCLAS PAGE 14

SEA FORTH LEASEHOLD, QUIVIRA BASIN 01-05-2007



NOTE: FOR SPECIAL LANDSCAPE NOTES AND TREE MITIGATION PLAN SEE SHEET 13 OF 16.

NOTE: FOR PLANTING SPECIFICATIONS, LEGEND AND DETAILS SEE SHEETS B OF 18 AND 16 OF 16.

EXISTING TREES TO REMAIN ON SITE, ADJACENT PROPERTY, PROTECT IN PLACE DURING CONSTRUCTION



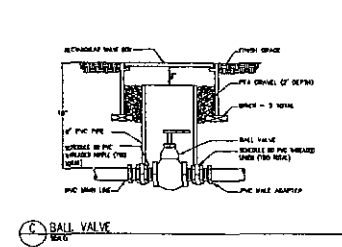
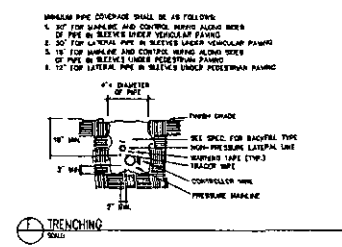
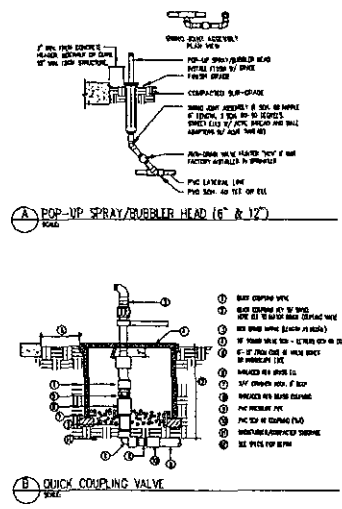
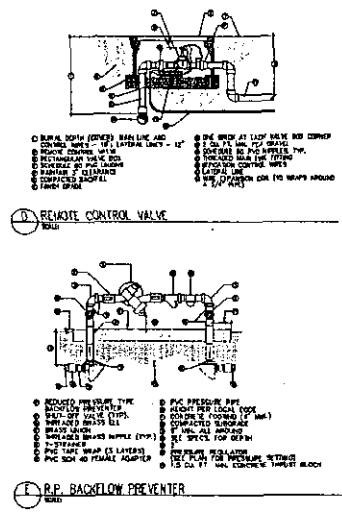
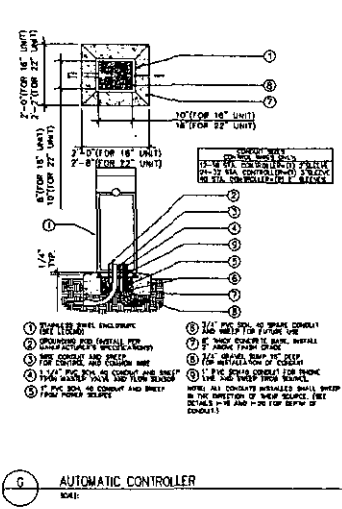
Darlene Design Associates, Inc.
LANDSCAPE ARCHITECTURE PLANNING

8014 MELBURN LA PLAZA DRIVE, SAN DIEGO, CA 92117
PHONE (619) 541-8822 FAX (619) 541-8822

PROJECT CLIENT
PLANTING PLAN FOR:
SEAFORTH LEASEHOLD, QUIVIRA BASIN

CITY OF SAN DIEGO, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT SHEET 113 OF 118 SHEETS		PL. NO. 42-1267 P.L. NO. 1268B
DATE PREPARED	DATE	VERSION
DESIGNED BY: ABA	APPROVED BY: [Signature]	DATE: 08/01/03
DRAWN BY: ABA	CHECKED BY: [Signature]	PROJECT: 03-1133
SCALE: AS SHOWN	DATE STARTED: 04/18/03	DATE COMPLETED: 04/18/03
CONTRACTOR:	INSPECTOR:	34413-16-D

DELAS PAGE 14



IRRIGATION LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL NUMBER	PRESSURE	RADIUS	GPM
⊙	PDP-UP SPRAY HEAD-LAWN	RANBIRD	1808-SAM-PRS-15F	30 PSI	15'	4.00(F)
⊙	PDP-UP SPRAY HEAD-LAWN	RANBIRD	1808-SAM-PRS-15H	30 PSI	15'	2.00(H)
⊙	PDP-UP SPRAY HEAD-LAWN	RANBIRD	1808-SAM-PRS-15D	30 PSI	15'	1.00(D)
⊙	PDP-UP SPRAY HEAD	RANBIRD	1808-SAM-PRS-8F-FLT	30 PSI	8'	1.80(F)
⊙	PDP-UP SPRAY HEAD	RANBIRD	1808-SAM-PRS-8H-FLT	30 PSI	8'	.80(H)
⊙	PDP-UP SPRAY HEAD	RANBIRD	1808-SAM-PRS-8D-FLT	30 PSI	8'	.40(D)
⊙	PDP-UP SPRAY HEAD	RANBIRD	1808-SAM-PRS-12F	30 PSI	12'	2.80(F)
⊙	PDP-UP SPRAY HEAD	RANBIRD	1808-SAM-PRS-12H	30 PSI	12'	1.30(H)
⊙	PDP-UP SPRAY HEAD	RANBIRD	1808-SAM-PRS-12D	30 PSI	12'	.70(D)
⊙	PDP-UP SPRAY HEAD	RANBIRD	1808-SAM-PRS-15EST	30 PSI	4'x30'	1.20(H)
⊙	PDP-UP STREAM ROTOR	HUNTER	PDP-AQJ-#8 NOZ.	30 PSI	37'	3.20(F)
⊙	PDP-UP STREAM ROTOR	HUNTER	PDP-AQJ-#9 NOZ.	30 PSI	34'	1.80(H)
⊙	PDP-UP STREAM ROTOR	HUNTER	PDP-AQJ-#3 NOZ.	30 PSI	30'	.90(D)
⊙	AUTOMATIC CONTROLLER	HUNTER	HUNTER ICC 40 STATION	STAINLESS STEEL OUTDOOR PEDESTAL MOUNT		
⊙	R.P. BACKFLOW PREVENTER	WILKINS	675KLS	2" SIZE. INSTALL IN STAINLESS STEEL ENCLOSURE		
⊙	REMOTE CONTROL VALVE	RANBIRD	RTS SERIES	SEE PLAN FOR SIZE		
⊙	BALL VALVE	RANBIRD	8109 SERIES	LINE SIZE		
⊙	QUICK COUPLER	RANBIRD	33LRC	3/4"		
⊙	MASTER CONTROL VALVE	SUPERIOR	NO. 3160 NORMALLY OPEN	2" SIZE		
⊙	SCHEDULE 40 PVC PRESSURE MANLINE			SEE PLAN FOR SIZE		
⊙	CLASS 200 PVC LATERAL LINE			SEE PLAN FOR SIZE		
⊙	SCHEDULE 40 PVC SLEEVES			2" O.D. SLEEVED PIPE		
⊙	RAIN SENSOR	RANBIRD	RAN CHECK	INSTALL PER FACTORY SPECIFICATIONS		
⊙	FLOW SENSOR	DATA INDUSTRIAL	IRR-200 SERIES	INSTALL PER FACTORY SPECIFICATIONS		

NOTE: INSTALL "WIN NOZZLES" WHERE SPECIAL ANGLE SHIMB PLANTING AREAS AND TURF AREAS WHERE THIS REQUIREMENT IS NEEDED.

1	VALVE SEQUENCE
16, 10	GPM (MINIMUM)
16, 10	VALVE SIZE

MINIMUM PIPE COVERAGE SHALL BE AS FOLLOWS:
 1. 30' FOR MANLINE AND CONTROL MAINS ALONG BENCH
 2. 50' FOR SLEEVES UNDER VEHICULAR PAVING
 3. 10' FOR MANLINE AND CONTROL MAINS ALONG BENCH
 4. 15' FOR SLEEVES UNDER VEHICULAR PAVING
 5. 12' FOR LATERAL PIPE IN SLEEVES UNDER VEHICULAR PAVING



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PRIVATE CONTRACT

IRRIGATION LEGEND AND DETAILS
SEAFORTH LEASEHOLD, QUVIRA BASIN

CITY OF SAN DUNEO, CALIFORNIA
 DEVELOPMENT SERVICES DEPARTMENT
 SHEET #8 OF 18 SHEETS

NO. 445-11-1047
 P.L.S. DATE: 12/28/84

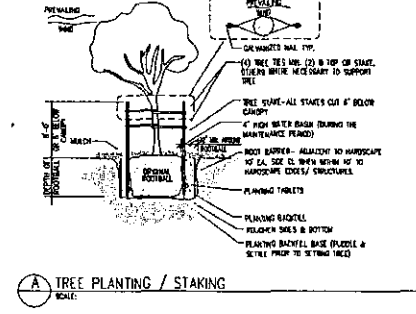
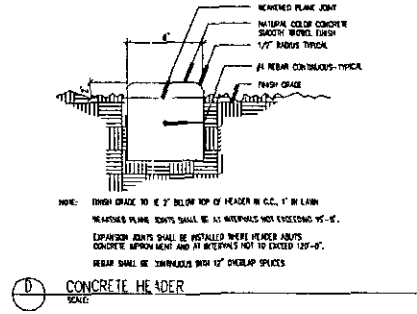
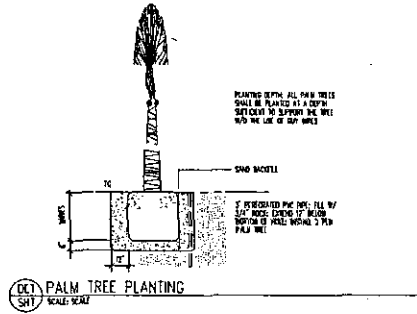
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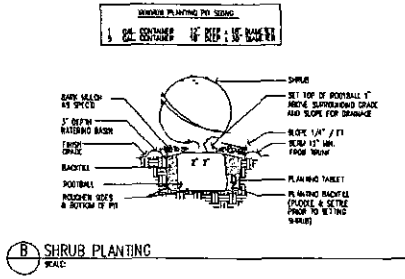
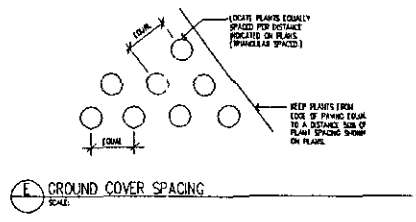
CONTRACTOR: _____

INSPECTOR: _____

34413-16-D
 DELAS PAGE 16



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PLANT LIST / LEGEND

- PLANTING NOTES:
1. ALL LANDSCAPE INSTALLATION SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
 2. MINIMUM TREE SEPARATION DISTANCE IMPROVEMENT/MINIMUM DISTANCE TO STREET TREE. TRAFFIC SIGNALS (STOP SIGN) - 20 FEET UNDERGROUND UTILITY LINES - 5 FEET (10 FEET FOR SEWER) ABOVE GROUND UTILITY STRUCTURES - 10 FEET DRIVEWAY (ENTRIES) - 10 FEET INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS) - 25 FEET
 3. ALL REQUIRED PLANTING AREAS SHALL BE COVERED WITH MULCH TO A MINIMUM DEPTH OF 2 INCHES, EXCLUDING SLOPES REQUIRING REVEGETATION AND AREAS PLANTED WITH GROUNDCOVER. ALL EXPOSED SOIL AREAS WITHOUT VEGETATION SHALL ALSO BE MULCHED TO THIS MINIMUM DEPTH (DC 142.0413(b)).
 4. A BRIGHT YELLOW OR ORANGE TEMPORARY FENCE WILL BE PLACED AROUND EXISTING TREES AT THE DRIP LINE.
 5. STOCKPILING, TOPSOIL DISTURBANCE, CONSTRUCTION MATERIAL STORAGE, VEHICLE USE, FOOT TRAFFIC, AND STORAGE OF ANY KIND IS PROHIBITED WITHIN THE DRIP LINE.
 6. ROOT SYSTEMS OF EXISTING TREES ON SITE WILL BE PROTECTED FROM FLOODING, EROSION, CHEMICAL SPILLS, AND EXCESSIVE WETTING AND DRYING DURING DE-WATERING.
 7. THE EXISTING GRADE WILL BE MAINTAINED WITHIN THE DRIP LINE OF EXISTING TREES ON SITE.
 8. ROOTS OF EXISTING TREES ON SITE WILL BE CUT APPROXIMATELY 6 INCHES BACK FROM NEW CONSTRUCTION AND ALL CUTS WILL BE SEALED WITH WOOD PAINT AS MANUFACTURED BY FLUENTKOTE OR APPROVED EQUAL.
 9. MAINTAIN AND DOCUMENT A TREE WATERING SCHEDULE DURING CONSTRUCTION.
 10. ROOTS OF EXISTING TREE ON SITE WILL BE CUT APPROXIMATELY 8 INCHES BACK FROM NEW CONSTRUCTION
 11. ALL DAMAGED TREES WILL BE REPLACED WITH ONE OF EQUAL OR GREATER SIZE.

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES				
ARB LINE	ABUTILUS UNEDO	STRAWBERRY TREE	24"BOX/7'X5'X2"CA	STANDARD
ERY COR	ERYTHRINA CORALLIODES	NAKED CORAL TREE	48"BOX/8'X5'X4"CA	STANDARD
JAC MW	JACARANDA INMOSSIFOLIA	JACARANDA	36"BOX/10'X5'X3"CA	STANDARD STREET TREE
NET EXD	NETHEMERODS EXCELSISUS	NEW ZEALAND CHRISTMAS TREE	24"BOX/7'X5'X2"CA	STANDARD
WAS BOB	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	12"-14"TH	STANDARD
SHRUBS				
AGA APR	AGAPANTHUS AFRICANUS 'PETER PAN'	DWARF LILY OF THE LILIE	5 GALLON	AS SHOWN/BLUE
CAL LJO	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLE BRUSH	5 GALLON	AS SHOWN/RED
FES GLA	FESTUCA GLAUCA	ORION BLUE FESCUE	5 GALLON	AS SHOWN
GRE VIE	GREVILLEA NOBILIS	GREVILLEA	5 GALLON	AS SHOWN
PHO ROB	PHOTINIA ROBELENI	PICAY DATE PALM	15 GALLON	MULCH-BRANCHING
PHO TEN	PHORUM TENAX 'SHADOWLINE'	NEW ZEALAND FLAX	5 GALLON	AS SHOWN
PIT TOB	PHYTOSPORUM TOBIANA	MOCK ORANGE	5 GALLON	AS SHOWN
POD MAC	PODOCARPUS MACROPHYLLUS 'MARI'	YEW PINE	15 GALLON	AS SHOWN
RHA AND	RHAPUNOLEPS 'JACK EVANS'	INDIA HARTHORN	5 GALLON	AS SHOWN
STR REG	STREPTOLIJIA REGINA	BIRD OF PARADISE	5 GALLON	AS SHOWN
TIL VI	TILSIA VIOLACEA	SOCIETY GARLIC	5 GALLON	AS SHOWN
XYL CON	XYLOSTEM CONGESTUM 'COMPACTA'	COMPACT XYLISMA	5 GALLON	AS SHOWN
VINES				
BOU BRA	BOUGAINVILLEA BRASILENSIS 'SAN DIEGO'	BOUGAINVILLEA	5 GALLON	AS SHOWN
GROUNDCOVERS				
A	HEDERA HELIX 'MANNI'	MANN'S IVY	FROM FLATS	12" OC TRIANGULAR SPACING
TURF	PACIFIC SOO FARM G1 BLEND	FESCUE AND TIF BERMAUDA BLEND SOO		



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 10011 MONTELEONE BLVD. SUITE 1000 SAN DIEGO, CA 92147
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PRIVATE CONTRACT

PLANTING LEGEND AND DETAILS FOR:
SEAFORTH LEASEHOLD, QUIVIRA BASIN

CITY OF SAN DIEGO CALIFORNIA
 DEPARTMENT OF PLANNING AND DEVELOPMENT
 STAFF 170719 PLATS

NO. 16-02-2007
 PLS NO. 10288

FOR CITY REVIEW	DATE	BY	INITIALS
DESIGN	10/24/07	DAVID S.	
APPROVE			

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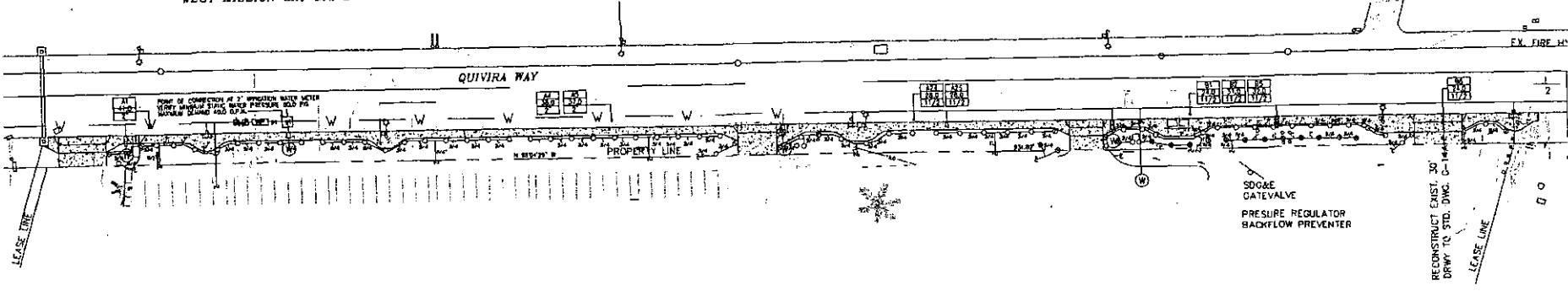
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INSPECTOR: DATE STARTED: DATE COMPLETED: 34413-17-D

DELAY PAGE 18

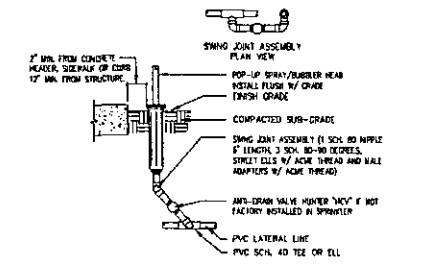
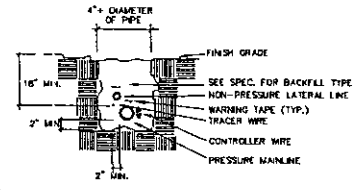
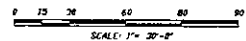
SEA FORTH LEASEHOLD, QUIVIRA BASIN 01-05-2007

WEST MISSION BAY DRIVE



IRRIGATION SPECIFICATIONS:

1. ALL IRRIGATION MATERIALS AND PROCEDURES SHALL CONFORM TO THE CITY OF SAN DIEGO SPECIFICATIONS AND REQUIREMENTS.
2. IRRIGATION PLAN IS DIAGNOSTIC ONLY.
3. CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF ALL EXISTING SITE CONDITIONS.
4. IRRIGATION CONTRACTOR SHALL ADJUST ALL HEADS TO PROVIDE AN EVEN COVERAGE AND TO KEEP SPRAY OFF OF THE WALKWAYS, WALLS, STREETS AND DRIVES.
5. AS A MINIMUM, ALL IRRIGATION HEADS LOCATED ADJACENT TO WALKWAYS, STREETS AND DRIVES SHALL BE INSTALLED ON POP-UP BODIES.
6. WHEN THE IRRIGATION SYSTEMS ARE COMPLETED, THE CONTRACTOR, IN THE PRESENCE OF THE OWNER/DEVELOPER'S AUTHORIZED REPRESENTATIVE OR THE LANDSCAPE ARCHITECT, SHALL PERFORM A TEST OF COVERAGE OF WATER AFFORDED THE PLANTING AREAS TO ENSURE THAT IT IS COMPLETE AND ADEQUATE. THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK REQUIRED TO CORRECT ANY INADEQUACIES OF COVERAGE AT HIS OWN COST.
7. PRIOR TO BURYING IRRIGATION LINES:
 - A) ALL MAINLINE IN THE SYSTEM SHALL BE CAPPED AND PRESSURE TESTED AT 300 PSI FOR A PERIOD OF FOUR (4) HOURS. ANY LEAKS FOUND SHALL BE CORRECTED BY REMOVING THE LEAKING PIPE OR FITTINGS AND INSTALLING NEW MATERIAL IN ITS PLACE.
 - B) ALL LATERAL LINES SHALL BE PRESSURE TESTED AT DESIGN PRESSURE FOR ONE (1) HOUR.
 - C) THE CONTRACTOR SHALL NOT ALLOW HER GROUND AIR OR AIR WORK TO BE COVERED UNTIL IT HAS BEEN INSPECTED, TESTED, AND APPROVED BY THE OWNER OR THE LANDSCAPE ARCHITECT.
8. ALL PRESSURE MAINLINES SHALL BE BURIED EIGHTEEN (18) INCHES DEEP, AND ALL LATERAL LINES SHALL BE IN GRADE. BROWNLINES, DEPTH OF MAINLINE WHEN PASSING UNDER FUTURE DRIVES, SHALL BE BURIED THIRTY (30) INCHES DEEP INSIDE SCHEDULE 40 SLEEVES TWICE THE DIAMETER OF THE SLEEVED LINE.
9. MAIN LINES: ALL PIPING UNDER CONSTANT PRESSURE BETWEEN WATER METER AND OF SUPPLY SYSTEM AND CONTROL VALVES AS PER LOCAL CODE OR SHALL BE PVC SCHEDULE 40 OR CLASS 315 PVC UNLESS OTHERWISE SHOWN ON THE DRAWINGS, DETAILS, OR LEGEND.
10. LATERAL LINES: ALL PIPING UNDER INTERMITTENT PRESSURE, DOWN STREAM OF CONTROL VALVES SHALL BE RIGID PVC 100, 50N OR 40 SCHEDULE 40 BROWNLINE UNLESS OTHERWISE SHOWN ON THE DRAWINGS, DETAILS, OR LEGEND.
11. ALL PLASTIC FITTINGS SHALL BE RIGID POLYVINYL CHLORIDE, STANDARD SCHEDULE 40 TYPE 1 AND 11. ALL FITTERS AND COUPLERS SHALL BE REXCEL SCHEDULE 80 PVC.
12. ALL REMOTE CONTROL VALVES SHALL BE INSTALLED 18" FROM THE TOP OF THE OF SLOPE A MINIMUM OF 12" ABOVE THE HIGHEST SPRINKLER HEAD ON THE SERVICE SYSTEM. BALL VALVES SHALL BE INSTALLED IN TEN (10) INCH ROUND VALVE BOXES WITH PEA GRAVEL BENEATH THE VALVE. SEE DETAIL.
13. ALL MAINLINE AND LATERAL LINES SHALL BE SLEEVED WITH PVC SCHEDULE 40, A MINIMUM OF 12" TWICE THE DIAMETER OF THE SLEEVED LINE WHERE IT PASSES UNDER PAVED AREAS.
14. ALL IRRIGATION LINES AND APPURTENANCES, WITH THE EXCEPTION OF IRRIGATION LATERALS AND HEADS PREVIOUSLY IRRIGATION OF AREAS WITHIN THE PUBLIC RIGHT-OF-WAY, SHALL BE INSTALLED AND
15. CHECK VALVES SHALL BE INSTALLED AS NECESSARY TO PREVENT DRAINAGE OF THE VARIOUS LATERAL SYSTEMS FROM OCCURRING AT THE HEADS OF LOWEST ELEVATION. NO MORE THAN TWELVE (12) FEET OF ELEVATION CHANGE SHALL SEPARATE CHECK VALVES. CHECK VALVES SHALL BE FIVE (5) INCH.
16. AFTER ALL NEW IRRIGATION PIPING AND RISERS ARE IN PLACE AND CONNECTED AND ALL OTHER NECESSARY WORK HAS BEEN COMPLETED, BUT PRIOR TO THE INSTALLATION OF IRRIGATION HEADS, REMOTE CONTROL VALVES SHALL BE OPENED AND A FULL HEAD OF WATER USED TO FLUSH OUT THE
17. CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO THE WORK OF THIS SECTION ON A DAILY BASIS.
18. THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED BY THE CONTRACTOR TO BE COMPLETE AND SATISFACTORY SERVICES AS TO MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE FINAL ACCEPTANCE BY THE WORK BY
19. IRRIGATION CONTRACTOR SHALL MAINTAIN THE SYSTEM FOR A PERIOD OF THIRTY (30) DAYS AND
20. ALL OTHER LOCAL, MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS, AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE IRRIGATION CONTRACTOR.



IRRIGATION LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL NUMBER	PRESSURE	INCHES	OPM
⊙	POP-UP SPRAY HEAD-LAWN	RAMBERD	1806-SAM-PRS-157	30 PSI	1 1/2"	4,000(7)
○	POP-UP SPRAY HEAD-LAWN	RAMBERD	1806-SAM-PRS-154	30 PSI	1 1/2"	2,000(0)
⊙	POP-UP SPRAY HEAD-LAWN	RAMBERD	1806-SAM-PRS-150	30 PSI	1 1/2"	1,000(0)
⊞	R.P. BACKFLOW PREVENTER	WATKINS	975NLS	2" SIZE, INSTALL IN STAINLESS STEEL ENCLOSURE		
⊞	BALL VALVE			LINE SIZE		
⊞	REMOTE CONTROL VALVE			2" SIZE		
⊞	SCHEDULE 40 PVC PRESSURE MAINLINE			SEE PLAN FOR SIZE		
⊞	CLASS 300 PVC LATERAL LINE			SEE PLAN FOR SIZE		

VALVE SEQUENCE	VALVE SIZE
A1	1/2"
18-11.0	1/2"

NOTE: ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE CITY OF SAN DIEGO LANDSCAPE TECHNICAL MANUAL AND ALL OTHER APPLICABLE CITY AND REGIONAL STANDARDS FOR LANDSCAPE INSTALLATION AND MAINTENANCE.

1. ALL LANDSCAPE INSTALLATION SHALL BE MAINTAIN IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
2. HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR LONG TERM MAINTENANCE OF THIS PROJECT.



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PRIVATE CONTRACT

IRRIGATION PLAN FOR:
SEAFORTH LEASEHOLD, QUIVIRA BASIN

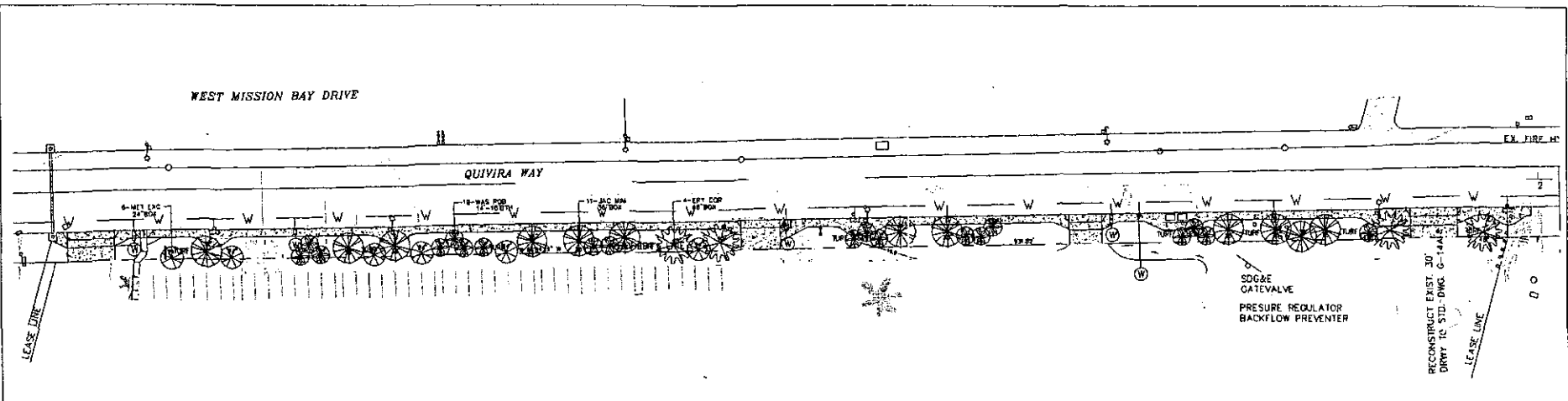
CITY OF SAN DIEGO, CALIFORNIA
 RECREATION SERVICES DEPARTMENT
 SHEET 18 OF 19 SHEETS

NO. NO. 02-7202
 P.L.S. NO. 123456

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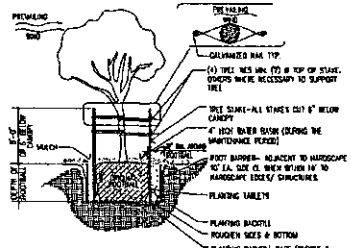
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 SHEETS PAGE 18



PLANTING SPECIFICATIONS:

- ALL PLANTING MATERIALS AND PROCEDURES SHALL CONFORM TO THE CITY OF SAN DIEGO SPECIFICATIONS AND REQUIREMENTS.
 - PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL.
 - LANDSCAPE CONTRACTOR SHALL REMOVE ALL EXISTING VEGETATION, INCLUDING ALL SLOPE GRADING COVER, TRASH, CLIPPINGS, ROCK OVER TWO (2) INCHES IN DIAMETER AND OTHER DEBRIS FROM ALL PLANTING AREAS ON THE SITE AND DISPOSE OF IT AT AN APPROVED DISPOSAL AREA.
 - LANDSCAPE CONTRACTOR SHALL HAVE AND FINE GRADE ALL AREAS TO BE PLANTED PRIOR TO THE COMMENCEMENT OF PLANTING OPERATIONS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE FINISH GRADING OF THE SITE. SITE SHALL BE RECEIVED AT PLUS OR MINUS ONE (1) INCH.
 - ALL NEW PLANTING AREAS AND SLOPES ARE TO BE WATERED FOR FIFTEEN (15) DAYS PRIOR TO HERBICIDE APPLICATION. "HOLD-UP" HERBICIDE TO BE SPRAYED ON WEEDS PER MANUFACTURER'S DIRECTIONS. REPEAT APPLICATIONS MAY BE NECESSARY AFTER TWELVE (12) HOURS OF TWO (2), DEPENDING UPON WEED GROWTH. PLANTING TO COMMENCE TWELVE (12) DAYS AFTER LAST.
 - ALL PLANTING AREAS SHALL RECEIVE THE FOLLOWING AMENDMENTS PER 1000 SQ. FT. PAVED INTO THE TOP TWO (2) INCHES OF SOIL.
 - 533 LBS. OF 16-7-10-IRON FERTILIZER
 - THREE (3) POUNDS OF AGRICULTURAL SULPHUR
 - PRIOR TO THE INCORPORATION OF THE AMENDMENTS, ALL PLANTING AREAS ARE TO BE THOROUGHLY WATERED IN A MANNER THAT WILL PASS A MINIMUM OF TWELVE (12) INCHES OF WATER THROUGH THE SURFACE SOIL ZONE. THIS PROCEDURE IS CALLED LEACHING AND ONLY WHEN COMPLETED AND SOLUBLE SALTS ARE ADEQUATELY LOW SHALL THE ABOVE AMENDMENTS BE INCORPORATED.
 - FOR EACH CLERIC YARD BY BACKFILL, CONSISTING OF 80% LEACHED ON SITE SOIL AND 20% MEDIUM STABILIZED WOOD SHAVINGS, THE FOLLOWING AMENDMENTS SHALL BE INCORPORATED:
 - 1 LB. AGRIFORM SLOW RELEASE FERTILIZER 16-20-10
 - 2 LBS. IRON SULFATE (DO NOT PLACE ON CONCRETE SURFACES)
- NOTE: THE ABOVE SOIL AMENDMENTS IN ITEMS 6(A) AND 8(A) AND 8(B) ARE SPECIFIED FOR IRRI-GO PURPOSES ONLY. A MINIMUM OF THREE (3) SOIL SAMPLES SHALL BE TAKEN FROM VARIOUS POINTS IN THE SOIL PLANTING AREAS AND ANALYZED BY SOIL TESTING LABORATORY. RECOMMENDATIONS FOR TREE AND SHRUB BACKFILL, AS WELL AS BROADCAST AMENDMENT RECOMMENDATIONS FOR ALL SLOPE AREAS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO INSTALLATION.
- PLANTING TABLETS 20-10-0
 - 2-8" GRAM TABLETS PER 1 GALLON CONTAINER
 - 3-8" GRAM TABLETS PER 5 GALLON CONTAINER
 - 4-8" GRAM TABLETS PER 10 GALLON CONTAINER
 - 1-8" GRAM TABLET PER 4" OF BOX SIZE
 - ALL TREES SHALL BE PLANTED OUTSIDE THE PUBLIC RIGHT-OF-WAY UNDER THE FOLLOWING CONDITIONS:
 - 30'-0" AWAY FROM TRAFFIC SIGNS (STOP SIGNS)
 - 5'-0" AWAY FROM UNDERGROUND UTILITY LINES
 - 30'-0" AWAY FROM ABOVE GROUND UTILITY STRUCTURES
 - 10'-0" AWAY FROM DRIVEWAYS (REVERSED)
 - 85'-0" AWAY FROM INTERSECTIONS, INTERSECTING CURB LINES OF TWO STREETS
 - SHOULD IT BE NECESSARY TO PLANT WITHIN 10'-0" OF HARDSCAPE, WALLS AND/OR STRUCTURES, A ROOT BARRIER SHALL BE UTILIZED. BARRIER SHALL EXTEND ALONG THE EDGE OF THE HARDSCAPE, WALL AND/OR STRUCTURE BEING INTERFERED TO THE EXTENT OF THE NATURAL DROP LINE OF THE TREE (MINIMUM 10'-0").
 - PLANT PITS SHALL BE SQUARE AND TWO (2) TIMES GREATER IN DIAMETER THAN THE PLANT CONTAINER AND AT LEAST TWELVE (12) INCHES BELOW THE BOTTOM OF THE CONTAINER.
 - ALL WATERING BASINS SHALL RECEIVE A MINIMUM OF TWO (2) INCHES OF SHREDED BARK MULCH A ONE (1) CUBIC YARD SAMPLE OF MULCH TO BE DELIVERED TO THE SITE FOR INSPECTION BY THE OWNER/LANDSCAPE ARCHITECT.
 - ALL STANDARD TREES SHALL BE DOUBLE STATED AS PER DETAIL.
 - PLANT CONTAINERS FOR THE CONVENIENCE OF LANDSCAPE CONTRACTOR ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL NECESSARY PLANT MATERIAL TO FULFILL THE DESIGN INTENT OF THESE DRAWINGS.
 - TWENTY FOUR (24) HOURS PRIOR TO PLANTING, CONTRACTOR SHALL CONTACT OWNER/LANDSCAPE ARCHITECT TO APPROVE ALL PLANT MATERIAL, AND ITS INTENDED LOCATION ON SITE. PHOTOGRAPHS ARE REQUIRED FOR ALL 8" BY 8" BOX OR LARGER TREES.
 - THE LANDSCAPE CONTRACTOR SHALL LEAVE THE SITE IN A CLEAN CONDITION REMOVING ALL USED MATERIALS, TRASH AND TOOLS ON A DAILY BASIS.
 - LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTING AREAS FOR A PERIOD OF THIRTY (30) DAYS. GUARANTEE ALL SHRUBS FOR NINETY (90) DAYS AND ALL TREES FOR ONE (1) YEAR. GUARANTEE PERIOD FOR ALL TREES AND SHRUBS SHALL COMMENCE UPON WRITTEN APPROVAL OF THE OWNER AT THE END OF THE MAINTENANCE PERIOD OR EXTENSION THEREOF.



A TREE PLANTING / STAKING (STREET TREE)
SCALE: 1" = 30'-0"

STREET TREES SHALL BE SEPARATED BY THE MINIMUM DISTANCE:
 MINIMUM DISTANCE TO STREET TREE INTERSECTION - 25 FEET
 (TRAFFIC SIGNALS (STOP SIGN) - 30 FEET)
 STREET LINES - 10 FEET
 UNDERGROUND UTILITY LINES - 10 FEET
 ABOVE GROUND UTILITY STRUCTURES - 10 FEET
 DRIVEWAY (ENTRANCE) - 10 FEET

NOTE: ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE CITY OF SAN DIEGO LANDSCAPE TECHNICAL MANUAL AND ALL OTHER APPLICABLE CITY AND REGIONAL STANDARDS FOR LANDSCAPE INSTALLATION AND MAINTENANCE.
 1. ALL LANDSCAPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LAND DEVELOPMENT MANUAL, LANDSCAPE STANDARDS.
 2. HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR LONG TERM MAINTENANCE OF THIS PROJECT.

PLANT LIST / LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES				
ARB LINE	ARBITUS UNDO	STRAWBERRY TREE	24"DBH/7'13"7"CA	STANDARD
ERY COP	ERYTHINA CORALLOIDES	NAKED CORKY TREE	48"DBH/8'10"34"CA	STANDARD
JAC W4	JACARANDA MANGROVIA	JACARANDA	36"DBH/7'0"3"3"CA	STANDARD STREET TREE
MET EDC	METROSTROMA EXCELSIS	NEW ZEALAND CHRISTMAS TREE	24"DBH/7'13"7"CA	STANDARD
WAS BOB	WASHINGTONIA ROBUSTA	MERCAN FAN PALM	12"-14"DBH	STANDARD
GROUNDCOVERS				
[2]	HEDERA HELIX VAR. HINN	HARK'S IVY	FROM PLATS	12" OC TRIANGULAR SPACING



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PRIVATE CONTRACT

PLANTING PLAN FOR:
SEAFORTH LEASEHOLD, QUIVIRA BASIN

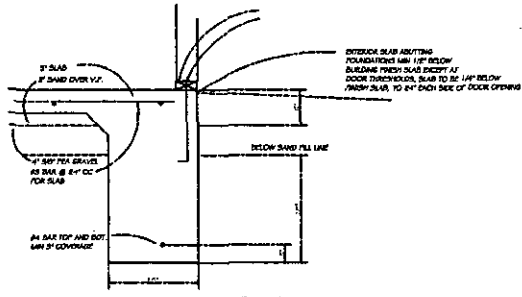
CITY OF SAN DIEGO, CALIFORNIA
 DEVELOPMENT SERVICES DEPARTMENT
 SHEET 19 OF 23 SHEETS

NO. 10188
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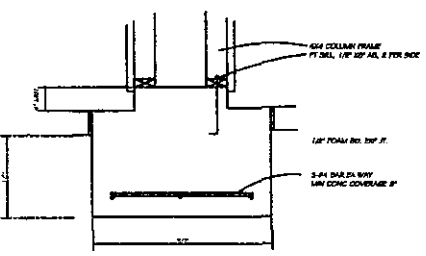
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DATE STARTED: _____ DATE COMPLETED: _____

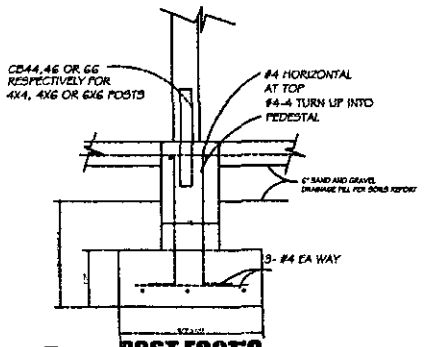
34413-19-D
 DELAS PAGE 15



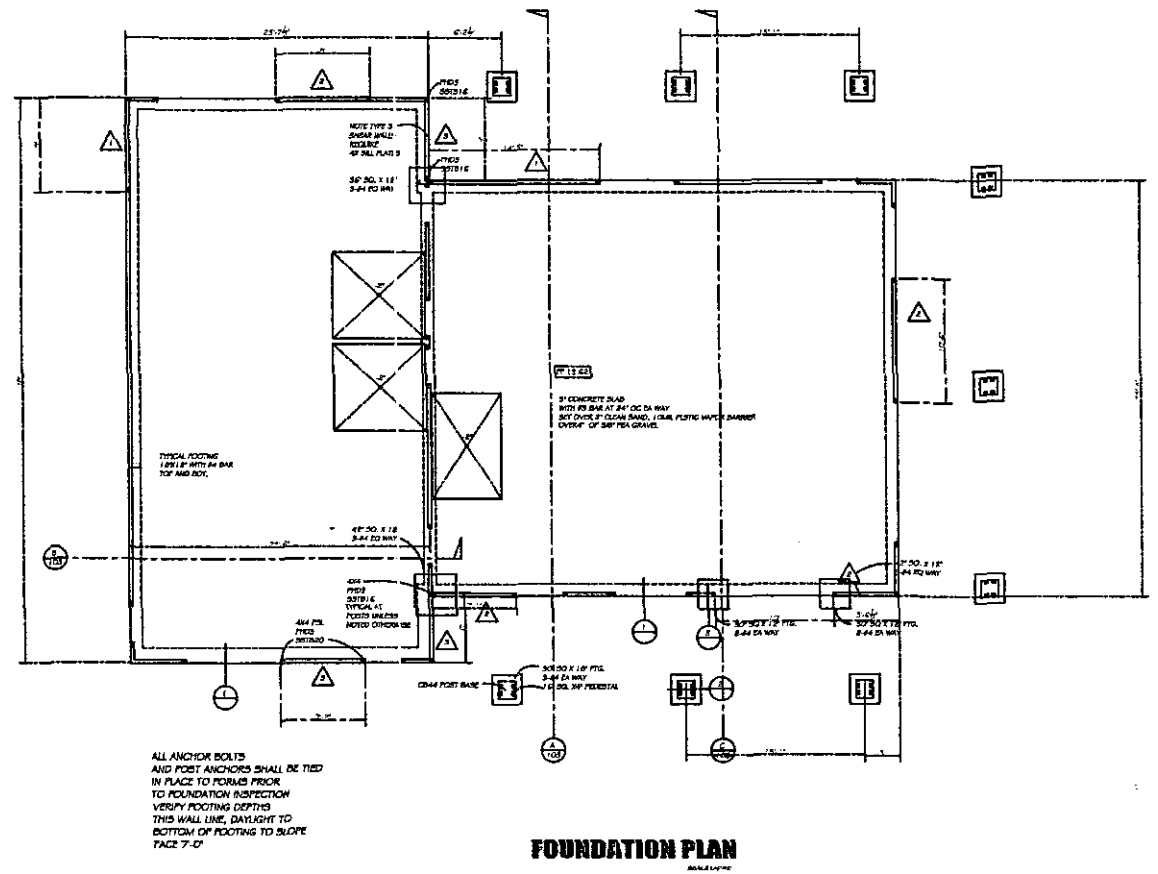
1 TYP. FOUND. DETAIL
1.5" = 12"



2 PERGOLA FTG
1.5" = 12"



3 POST FOOTG
1.5" = 12"
SEE PLAN FOR DIM. AND BAR VARIATIONS FOR FOOTINGS UNDER BUILDING SLAB



ALL ANCHOR BOLTS AND POST ANCHORS SHALL BE TIED IN PLACE TO FORMS PRIOR TO FOUNDATION RESPECTOR. VERIFY FOOTING DEPTHS THIS WALL LINE, DAYLIGHT TO BOTTOM OF FOOTING TO SLOPE FACE 7:1

FOUNDATION PLAN

Windward Design Inc.
William Watts, Architect

CA # 34,111 EXP 2004 3032 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 252-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

RENTAL BUILDING PLAN
FOUNDATIONS

A100
SCALE 1/4"=1'

75

DOORS AND WINDOWS SHALL MEET THE MINIMUM INFILTRATION REQ. PER SECTION 116 EES
 DOOR SCHEDULE

NO.	TYPE	TEMPERATURE CLASS	REMARKS
1	WOOD	1	SEE SCHEDULES
2	WOOD	2	SEE SCHEDULES
3	WOOD	3	SEE SCHEDULES
4	WOOD	4	SEE SCHEDULES
5	WOOD	5	SEE SCHEDULES
6	WOOD	6	SEE SCHEDULES
7	WOOD	7	SEE SCHEDULES
8	WOOD	8	SEE SCHEDULES
9	WOOD	9	SEE SCHEDULES
10	WOOD	10	SEE SCHEDULES
11	WOOD	11	SEE SCHEDULES
12	WOOD	12	SEE SCHEDULES
13	WOOD	13	SEE SCHEDULES
14	WOOD	14	SEE SCHEDULES
15	WOOD	15	SEE SCHEDULES
16	WOOD	16	SEE SCHEDULES
17	WOOD	17	SEE SCHEDULES
18	WOOD	18	SEE SCHEDULES
19	WOOD	19	SEE SCHEDULES
20	WOOD	20	SEE SCHEDULES

ALL STOREFRONT DOOR GLAZING SAME AS WINDOW SCHEDULE

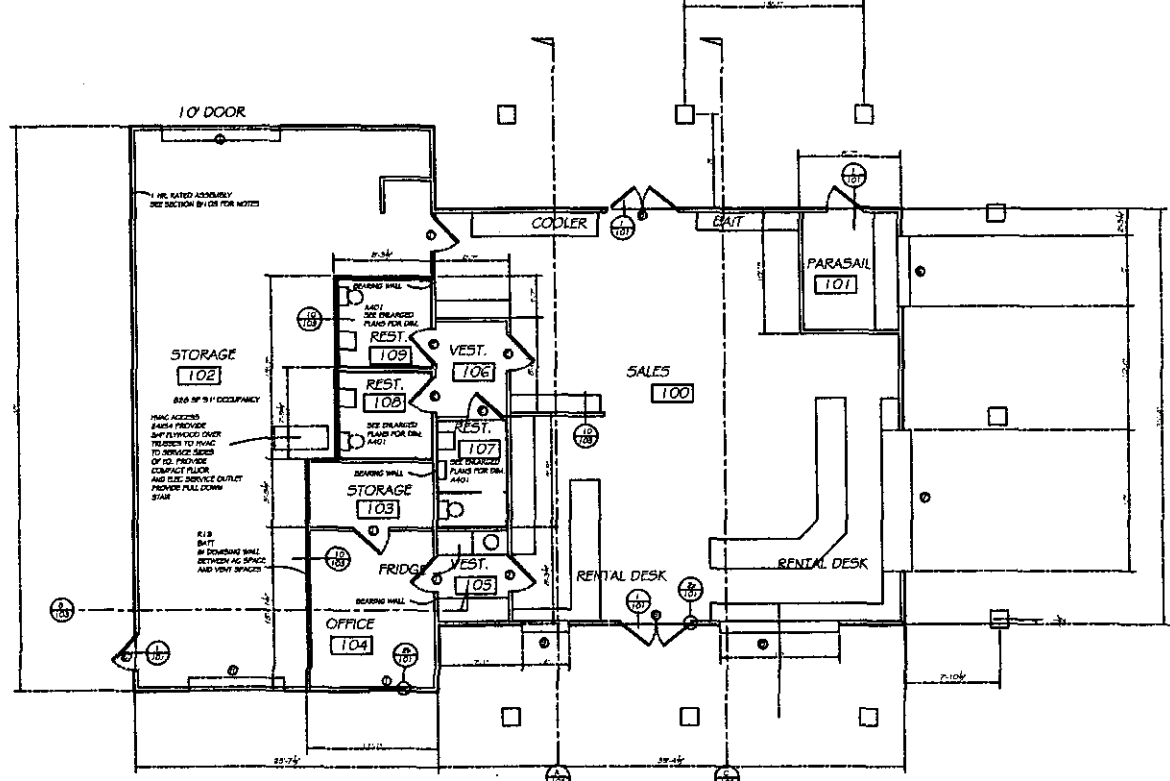
WINDOW SCHEDULE

NO.	TYPE	GLAZING	TEMPERATURE CLASS	REMARKS
1	WOOD	1/2" GLASS	1	SEE SCHEDULES
2	WOOD	1/2" GLASS	2	SEE SCHEDULES
3	WOOD	1/2" GLASS	3	SEE SCHEDULES
4	WOOD	1/2" GLASS	4	SEE SCHEDULES
5	WOOD	1/2" GLASS	5	SEE SCHEDULES
6	WOOD	1/2" GLASS	6	SEE SCHEDULES
7	WOOD	1/2" GLASS	7	SEE SCHEDULES
8	WOOD	1/2" GLASS	8	SEE SCHEDULES
9	WOOD	1/2" GLASS	9	SEE SCHEDULES
10	WOOD	1/2" GLASS	10	SEE SCHEDULES
11	WOOD	1/2" GLASS	11	SEE SCHEDULES
12	WOOD	1/2" GLASS	12	SEE SCHEDULES
13	WOOD	1/2" GLASS	13	SEE SCHEDULES
14	WOOD	1/2" GLASS	14	SEE SCHEDULES
15	WOOD	1/2" GLASS	15	SEE SCHEDULES
16	WOOD	1/2" GLASS	16	SEE SCHEDULES
17	WOOD	1/2" GLASS	17	SEE SCHEDULES
18	WOOD	1/2" GLASS	18	SEE SCHEDULES
19	WOOD	1/2" GLASS	19	SEE SCHEDULES
20	WOOD	1/2" GLASS	20	SEE SCHEDULES

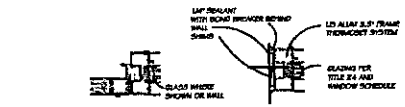
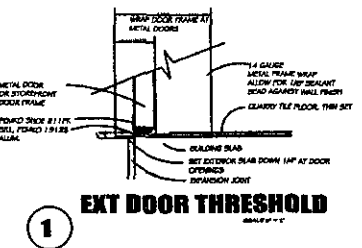
WIND PRESSURE
 EXPOSURE 'C' 70MPH
 $P = C_e C_q Q_s w = 1.15 \times 1.2 \times 12.6 \times 1 = 17.9 \text{ SAY } 20\#$

FINISHES

NO.	TYPE	FINISH	REMARKS
1	WOOD	1/2" GLASS	SEE SCHEDULES
2	WOOD	1/2" GLASS	SEE SCHEDULES
3	WOOD	1/2" GLASS	SEE SCHEDULES
4	WOOD	1/2" GLASS	SEE SCHEDULES
5	WOOD	1/2" GLASS	SEE SCHEDULES
6	WOOD	1/2" GLASS	SEE SCHEDULES
7	WOOD	1/2" GLASS	SEE SCHEDULES
8	WOOD	1/2" GLASS	SEE SCHEDULES
9	WOOD	1/2" GLASS	SEE SCHEDULES
10	WOOD	1/2" GLASS	SEE SCHEDULES
11	WOOD	1/2" GLASS	SEE SCHEDULES
12	WOOD	1/2" GLASS	SEE SCHEDULES
13	WOOD	1/2" GLASS	SEE SCHEDULES
14	WOOD	1/2" GLASS	SEE SCHEDULES
15	WOOD	1/2" GLASS	SEE SCHEDULES
16	WOOD	1/2" GLASS	SEE SCHEDULES
17	WOOD	1/2" GLASS	SEE SCHEDULES
18	WOOD	1/2" GLASS	SEE SCHEDULES
19	WOOD	1/2" GLASS	SEE SCHEDULES
20	WOOD	1/2" GLASS	SEE SCHEDULES



BOAT RENTAL PLAN



1 EXT DOOR THRESHOLD
 2 STOREFRONT DETAILS

Windward Design Inc.
 William Watts, Architect

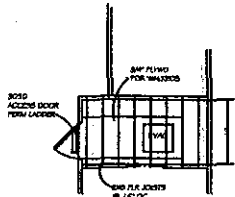
CA # 34,222 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 657-591-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
 MISSION BAY LEASEHOLD
 SAN DIEGO, CALIFORNIA

RENTAL BUILDING PLAN
 'M' OCCUPANCY 1,810 SF (100,101,102-105)
 'S1' OCCUPANCY 238 SF (102)

A101

SCALE 1/4"=1'



HVAC SPACE

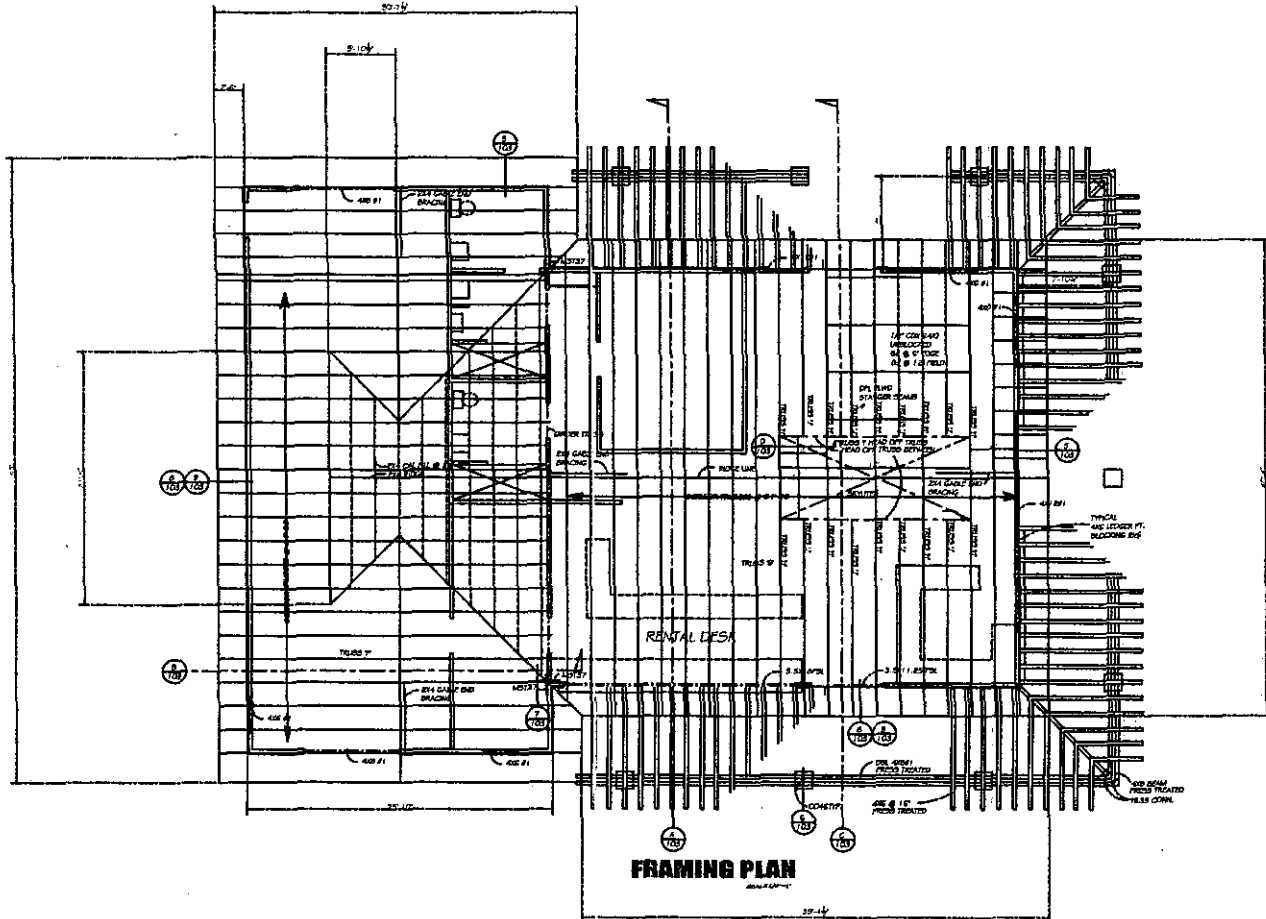
OVER STAIR W/ JES PROVIDE DUAL BLEG. OUTLET AND COMPACT FLEX. KIT AND SWITCH AT THE ACCESS DOOR

SHEAR SCHEDULE										
NO.	MEMBER	TYPE	SECTION	DESIGN LOADS	DESIGN STRESS	DESIGN STRESS	DESIGN STRESS	DESIGN STRESS	DESIGN STRESS	DESIGN STRESS
1	2x12	PL	1-1	1.25	1500	1500	1500	1500	1500	1500
2	2x12	PL	1-2	1.25	1500	1500	1500	1500	1500	1500
3	2x12	PL	1-3	1.25	1500	1500	1500	1500	1500	1500
4	2x12	PL	1-4	1.25	1500	1500	1500	1500	1500	1500
5	2x12	PL	1-5	1.25	1500	1500	1500	1500	1500	1500
6	2x12	PL	1-6	1.25	1500	1500	1500	1500	1500	1500
7	2x12	PL	1-7	1.25	1500	1500	1500	1500	1500	1500
8	2x12	PL	1-8	1.25	1500	1500	1500	1500	1500	1500
9	2x12	PL	1-9	1.25	1500	1500	1500	1500	1500	1500
10	2x12	PL	1-10	1.25	1500	1500	1500	1500	1500	1500

SHEAR SCHEDULE NOTES

1. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN LOADS SHOWN.
2. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
3. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
4. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
5. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
6. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
7. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
8. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
9. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.
10. ALL MEMBERS TO BE DESIGNED FOR THE FULL DESIGN STRESS SHOWN.

WALL & CEILING FINISHES	
WALL	1/2\"/>
CEILING	5/8\"/>
FLOOR	4\"/>
ROOF	4\"/>
FOUNDATION	12\"/>
CONCRETE	4000 PSI
STEEL	A36
WOOD	SP-100
GLASS	1/2\"/>
INSULATION	R-15
MECHANICAL	AS SHOWN
ELECTRICAL	AS SHOWN
PLUMBING	AS SHOWN
PAINT	AS SHOWN
FINISHES	AS SHOWN
DETAILS	AS SHOWN
NOTES	AS SHOWN
REVISIONS	AS SHOWN
DATE	AS SHOWN
DRAWN BY	AS SHOWN
CHECKED BY	AS SHOWN
APPROVED BY	AS SHOWN
SCALE	AS SHOWN



FRAMING PLAN

Windward Design Inc.

William Watts, Architect

CA # 24,332 EXP 2004 5032 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-572-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASHHOLD
SAN DIEGO, CALIFORNIA

RENTAL BUILDING
FRAMING

A102

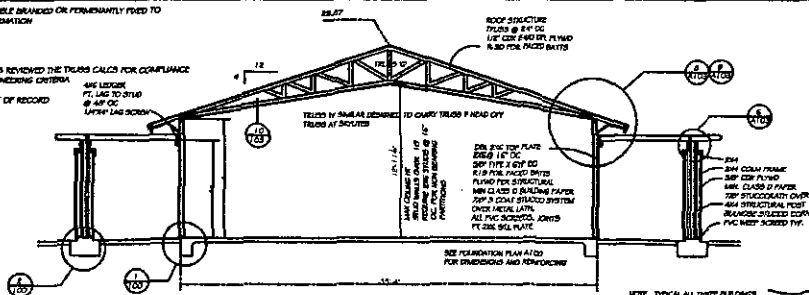
SCALE 1/4\"/>

77

000794

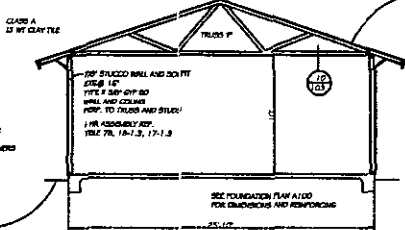
EACH TRUSS SHALL BE LIGHTLY BRANDED OR PERMANENTLY MARKED WITH THE FOLLOWING INFORMATION:
1. MANUFACTURER NAME
2. DESIGN LOAD
3. SPACING OF TRUSSES

ARCHITECT OF RECORD HAS REVIEWED THE TRUSS CALC FOR COMPLIANCE WITH THE DESIGN AND ENGINEERING CRITERIA
WILLIAM WATTS, ARCHITECT OF RECORD



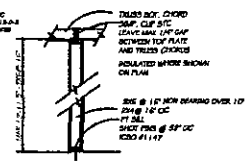
RENTAL BLDG SECTION

A



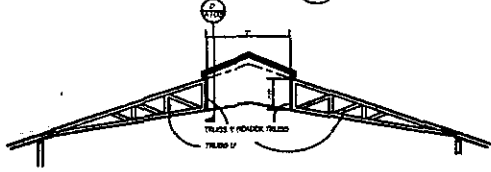
RENTAL BLDG SECTION

B



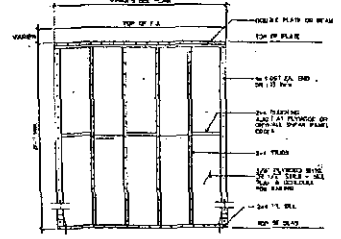
10 INTERIOR PARTITIONS

10



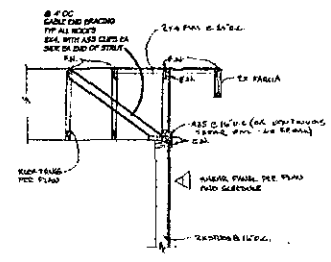
ROOF SECTION @ SKYLITE

C



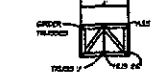
BASIC SHEAR PANEL NOTES

4



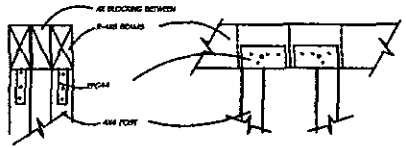
GABLE END TRANSFER

5



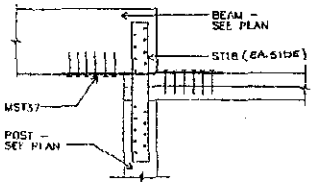
HEADER TRUSS

D



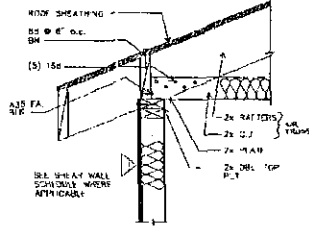
PERGOLA COLM/BM

6



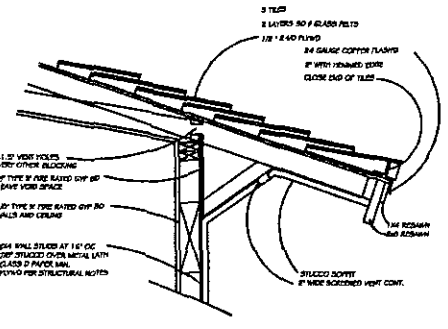
BEAM DRAG LINE

7



EAVE STRUCTURAL DETAIL

8



EAVE DETAIL

9

Windward Design Inc.
William Watts, Architect

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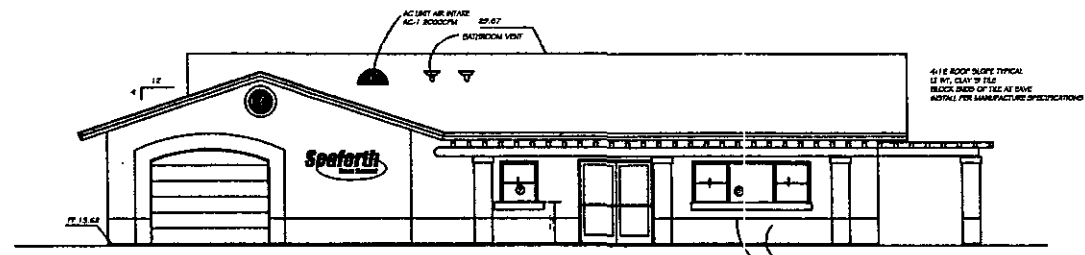
SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

RENTAL BUILDING
SECTIONS

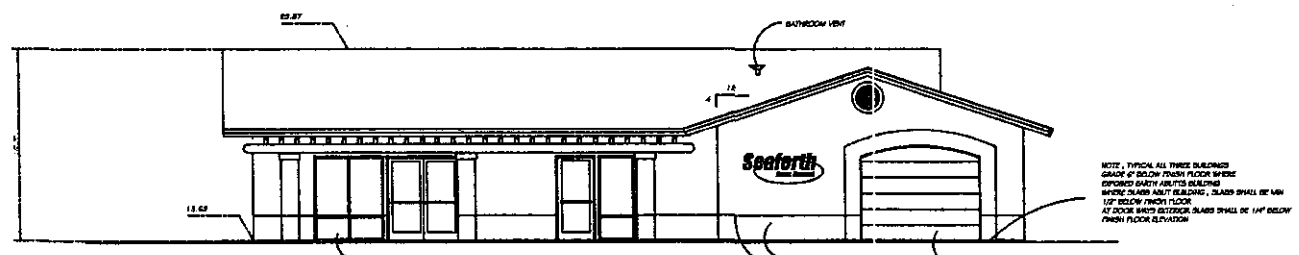
A103

SCALE 1/4"=1'

78

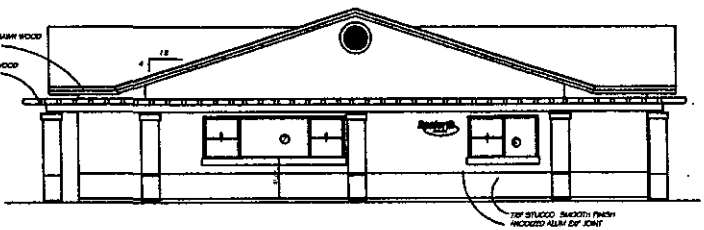


SOUTH ELEV.
SCALE 1/4"=1'-0"

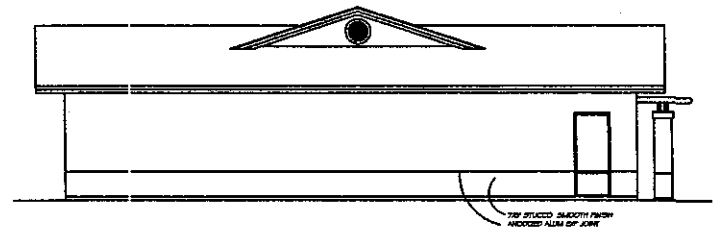


NORTH ELEV.
SCALE 1/4"=1'-0"

NOTE: TYPICAL ALL THREE BUILDINGS GRADE OF BELOW FINISH FLOOR WHERE EXPOSED GARTH ANGLE'S BEARING WHERE SLABS ADULT BEARING. SLABS SHALL BE MIN 1/2\"/>



EAST ELEV.
SCALE 1/4"=1'-0"



WEST ELEV.
SCALE 1/4"=1'-0"

Windward Design Inc.
William Watts, Architect

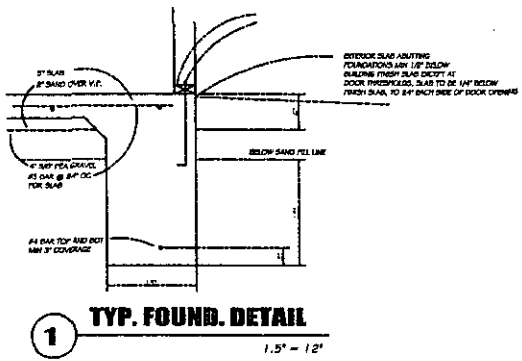
CA # 24,111 EXP 2004 5352 MT. BURHAM DR., SAN DIEGO, CA 92111 TEL/FAX 657-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

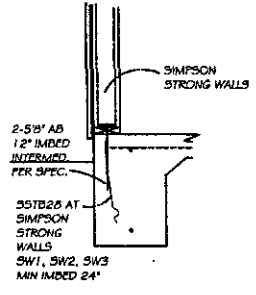
RENTAL BUILDING
ELEVATIONS

A104

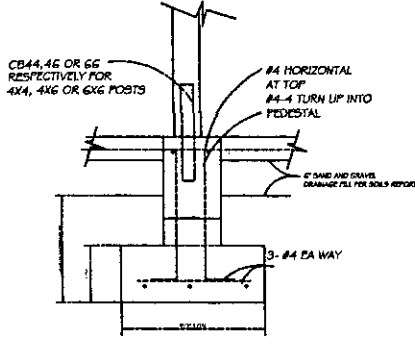
SCALE 1/4"=1'-0"



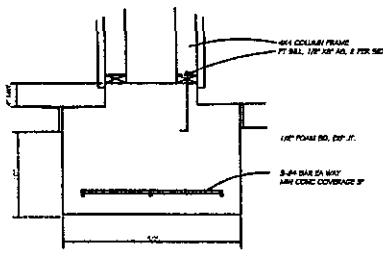
1 TYP. FOUND. DETAIL
1.5" = 12"



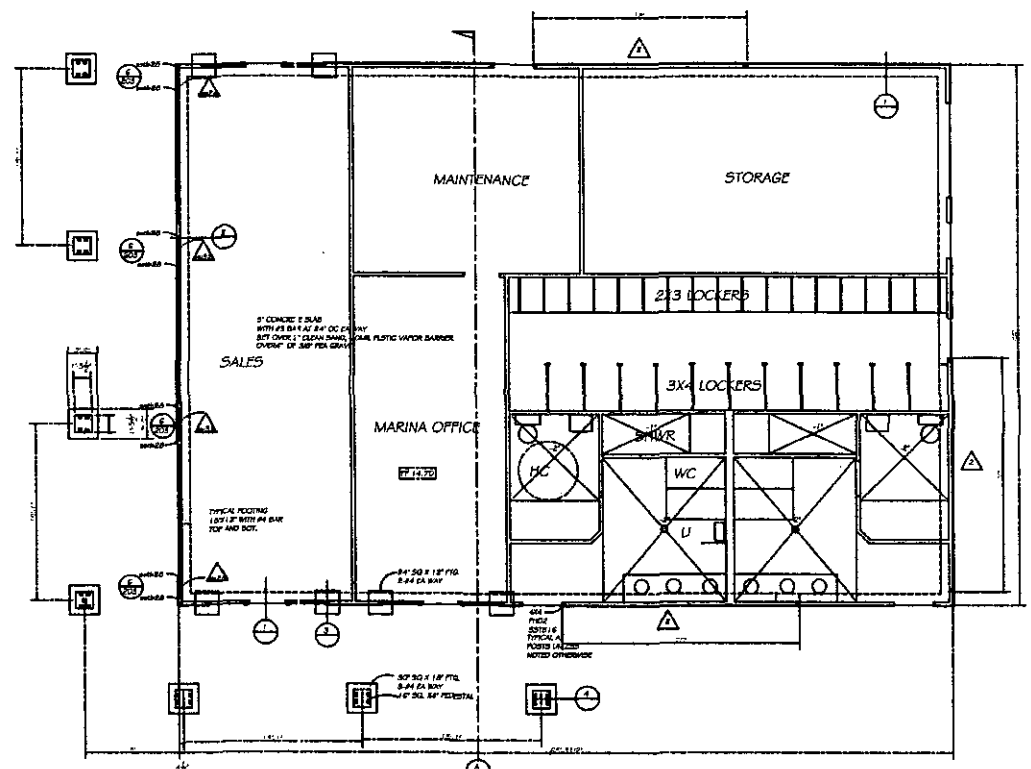
2 STRONGWAL HOLDDOWN
1.5" = 12"



3 POST FOOTG
1.5" = 12"
SEE PLAN FOR DIM. AND BAR VARIATIONS FOR FOOTINGS UNDER BUILDING SLAB



4 PERGOLA FTG
1.5" = 12"



FOUNDATION PLAN

ALL ANCHOR BOLTS AND POST ANCHORS SHALL BE TIED IN PLACE TO FORMS PRIOR TO FOUNDATION INSPECTION. VERIFY FOOTING DEPTHS THIS WALL LINE, DAYLIGHT TO BOTTOM OF FOOTING TO SLOPE FACE 7'-0"

Windward Design Inc.
William Watts, Architect

CA # 14,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 858-594-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASehold
SAN DIEGO, CALIFORNIA

MARINA BUILDING PLANS
FOUNDATIONS

A200

SCALE 3/4" = 1'-0"

DOORS AND WINDOWS SHALL MEET THE MINIMUM INFILTRATION REQ. PER SECTION 116 EES
DOOR SCHEDULE

NO.	TYPE	CONSTRUCTION	COMMENTS
1	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FOR ALL EXTERIOR WALLS - WINDOW SCHEDULE
2	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	GLASS DOOR AND WALL - WINDOW SCHEDULE
3	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FOR PAINT W/DOOR
4	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FOR PAINT W/DOOR
5	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FOR PAINT W/DOOR

ALL STOREFRONT DOOR GLAZING SAME AS WINDOW SCHEDULE

WINDOW SCHEDULE

NO.	TYPE	CONSTRUCTION	COMMENTS
1	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
2	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
3	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
4	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
5	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET

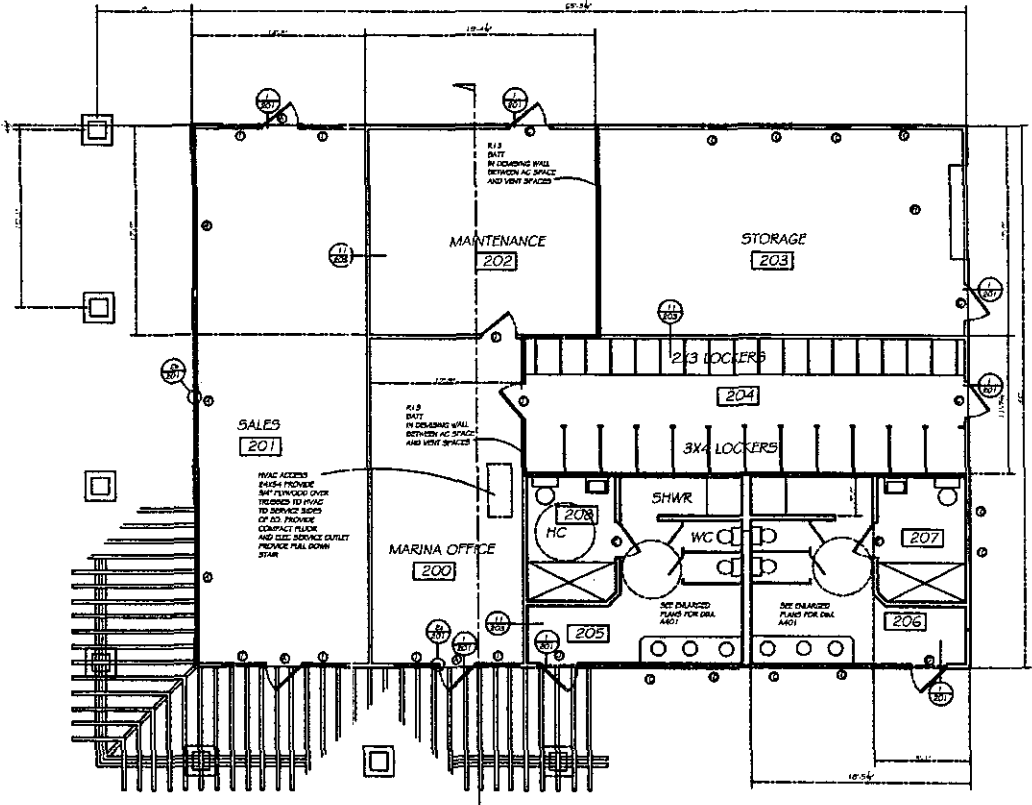
WIND PRESSURE EXPOSURE 'C' 70MPH
 $F = C_e C_g Q_s W = 1.19 \times 1.2 \times 12.6 \times 1 = 17.9 \text{ SA} 20\#$

WINDOW SCHEDULE

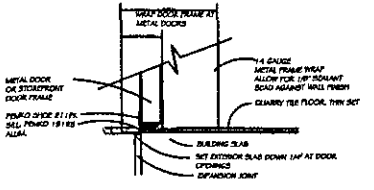
NO.	TYPE	CONSTRUCTION	COMMENTS
1	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
2	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
3	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
4	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET
5	GLASS	1/2" ALUM. FRAME, 1/2" TYP. GLASS	FRONT EXTERIOR WALL SYSTEM WINDOW SET

FINISHES

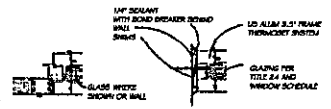
NO.	ROOM	FLOOR	WALL	CEILING
1	OFFICE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE
2	OFFICE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE
3	OFFICE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE
4	OFFICE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE
5	OFFICE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE	CONCRETE WITH POLYURETHANE



MARINA PLAN



1 EXT DOOR THRESHOLD



2 STOREFRONT DETAILS

Windward Design Inc.
 William Watts, Architect

CA # 24,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-571-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
 MISSION BAY LEASEHOLD
 SAN DIEGO, CALIFORNIA

MARINA BUILDING PLANS
 14' OCCUPANCY 3,003 SF
 151' 0" SF (202-203)

A201

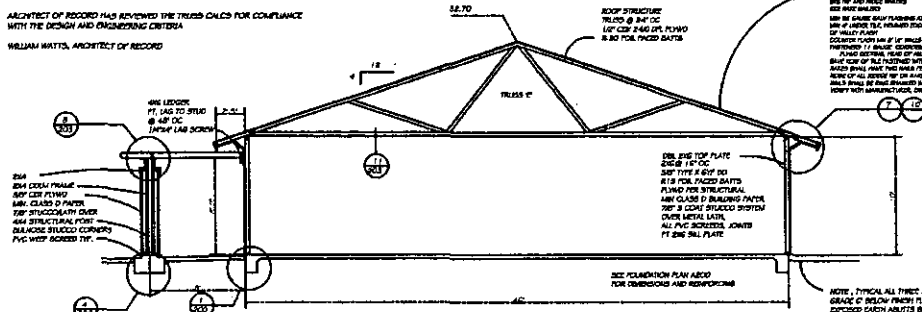
SCALE 1/4" = 1'

EACH TRUSS SHALL BE TRUSS BRANDED OR PERMANENTLY MARKED WITH THE FOLLOWING INFORMATION:

1. MANUFACTURER NAME
2. DESIGN LOAD
3. SPACING OF TRUSS

ARCHITECT OF RECORD HAS REVIEWED THE TRUSS CALLS FOR COMPLIANCE WITH THE DESIGN AND ENGINEERING CRITERIA

WILLIAM WATTS, ARCHITECT OF RECORD

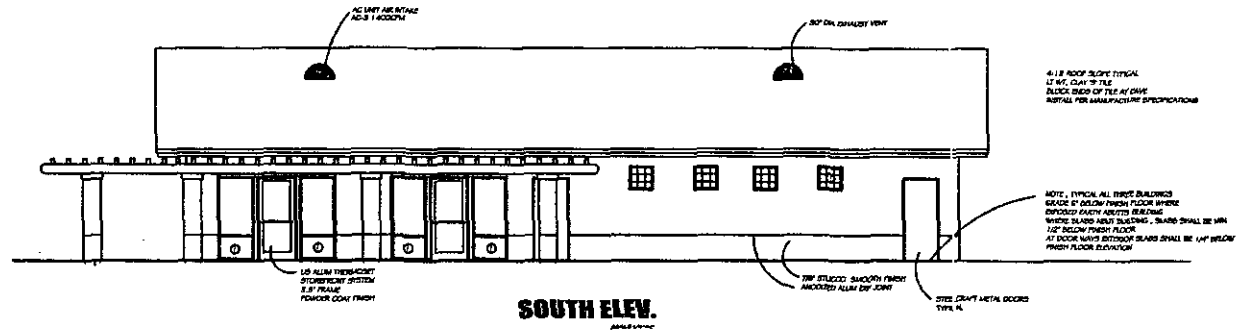


MARINA BLDG SECTION

A

ROOFING NOTES

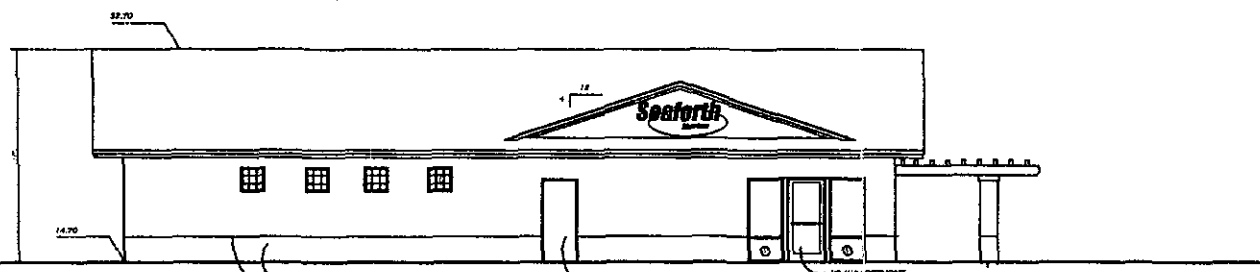
- ALL OF TRUSS: 2x8S ABOVE
- CLIPS: 1x6S AT 12" ON CENTER
- 1x6S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x10S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x12S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x6S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x4S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x2S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/2S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/4S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/8S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/16S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/32S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/64S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/128S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/256S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/512S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/1024S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/2048S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/4096S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/8192S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/16384S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/32768S: 12" x 12" x 12" x 12" x 12" x 12"
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- 2x1/262144S: 12" x 12" x 12" x 12" x 12" x 12"
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- 2x1/4194304S: 12" x 12" x 12" x 12" x 12" x 12"
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- 2x1/16777216S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/33554432S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/67108864S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/134217728S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/268435456S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/536870912S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/1073741824S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/2147483648S: 12" x 12" x 12" x 12" x 12" x 12"
- 2x1/4294967296S: 12" x 12" x 12" x 12" x 12" x 12"
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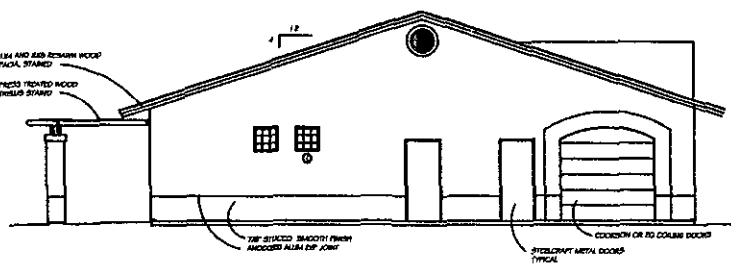
SOUTH ELEV.

4:1:8 ROOF SLOPE TYPICAL
1/2\"/>

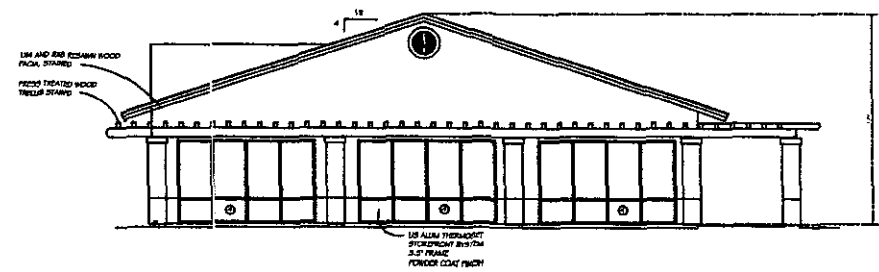
NOTE: TYPICAL ALL TRUSS BUILDINGS
GRADE 2\"/>



NORTH ELEV.



EAST ELEV.



WEST ELEV.

Windward Design Inc.
William Watts, Architect

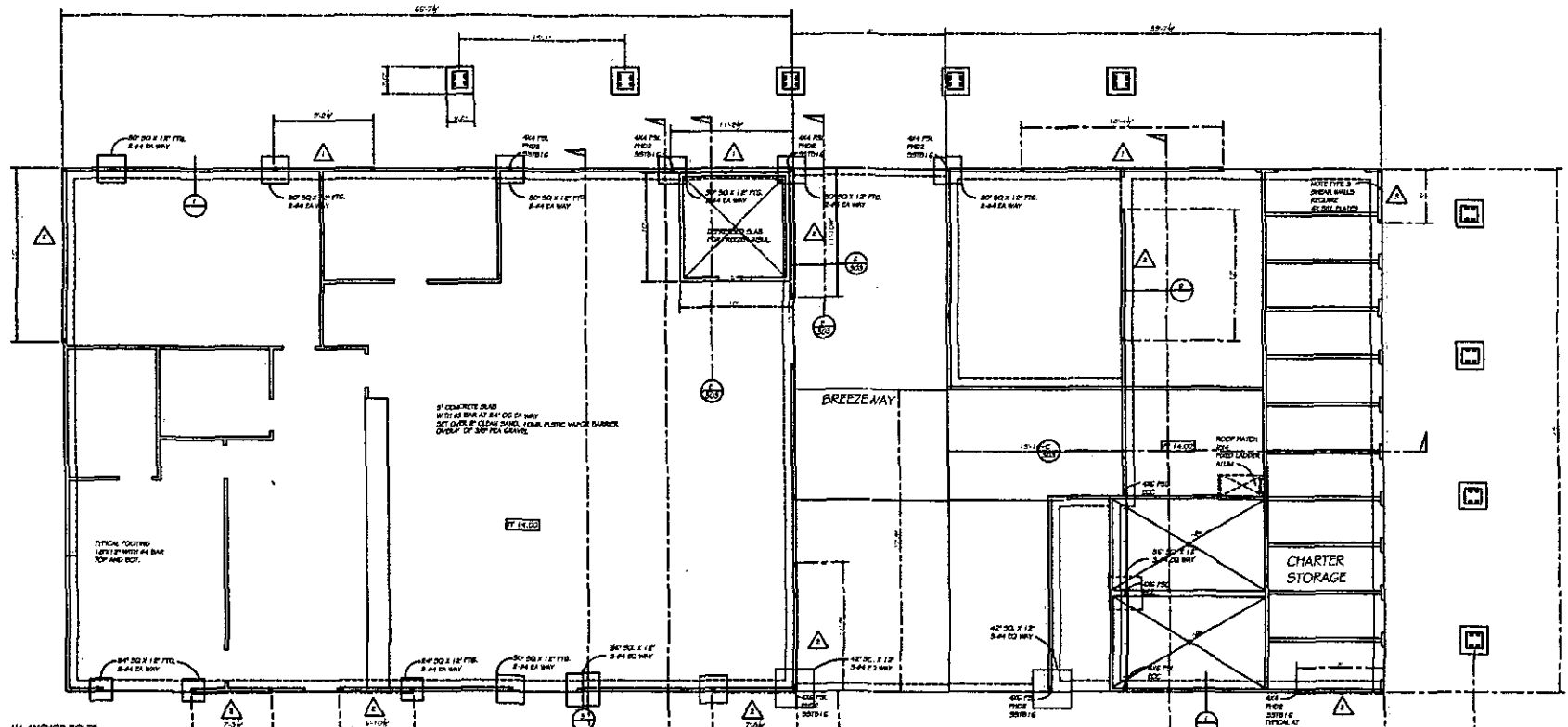
CA # 14,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111, TEL/FAX 858-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

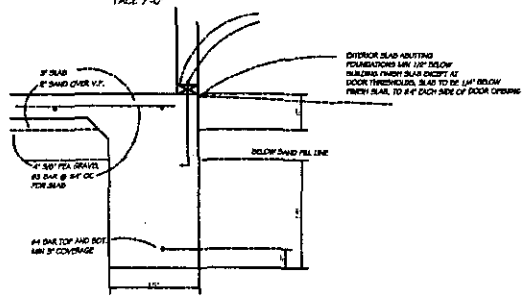
MARINA BUILDING PLANS
ELEVATIONS

A204

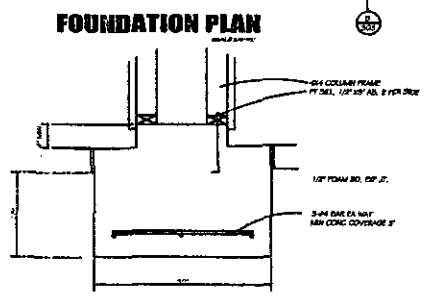
SCALE 1/4"=1'



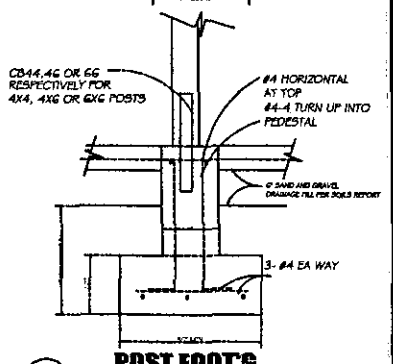
ALL ANCHOR BOLTS AND POST ANCHORS SHALL BE TIED IN PLACE TO FORMS PRIOR TO FOUNDATION INSPECTION. VERIFY FOOTING DEPTHS THIS WALL LINE, DAYLIGHT TO BOTTOM OF FOOTING TO SLOPE FACE 7'-0"



1 TYP. FOUND. DETAIL
1.5" = 12"



2 PERGOLA FTG
1.5" = 12"



3 POST FOOTG
1.5" = 12"

SEE PLAN FOR DIM. AND BAR VARIATIONS FOR FOOTINGS UNDER BUILDING SLAB

Windward Design Inc.
William Watts, Architect

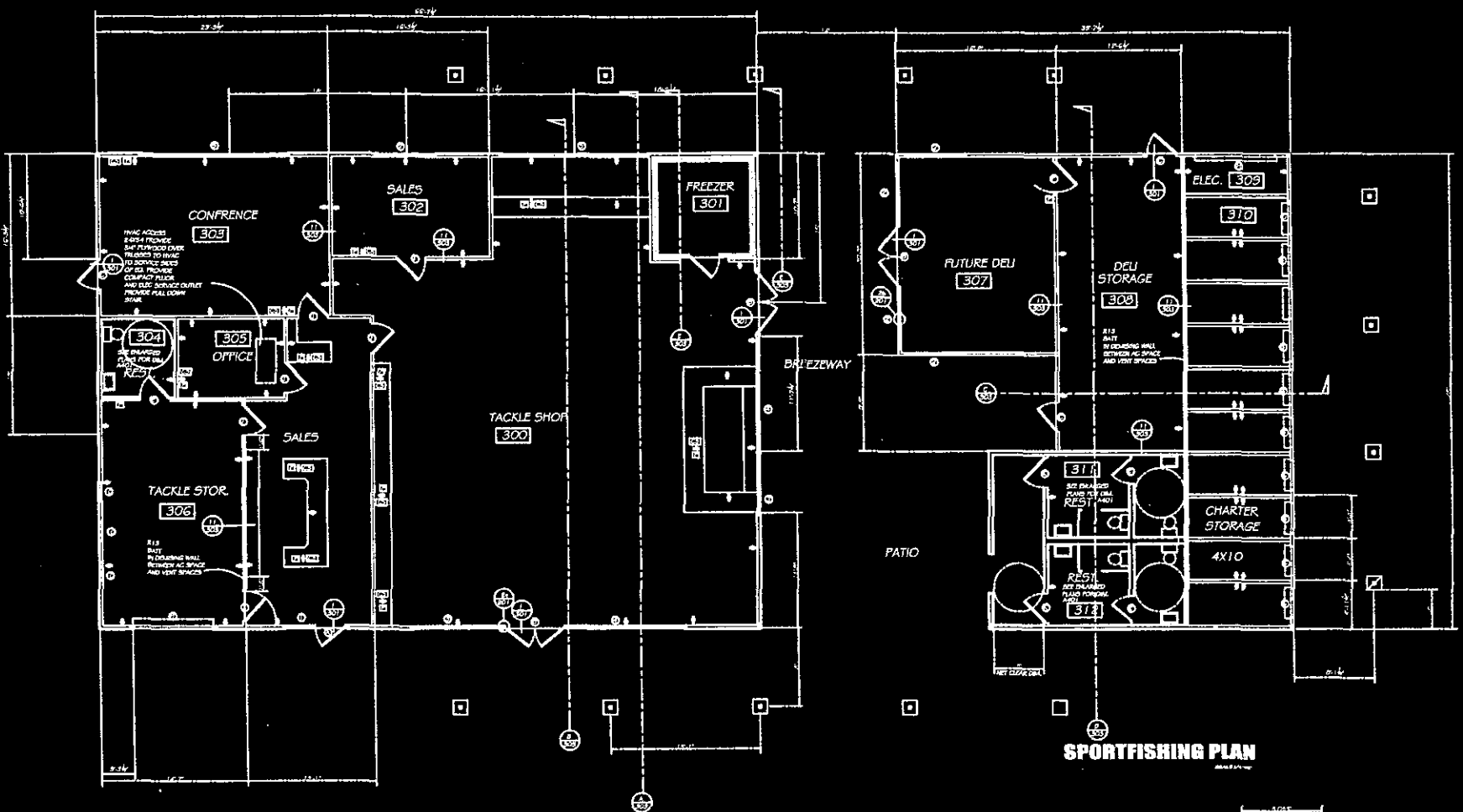
CA # 34,111 EXP. 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-594-3767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASHHOLD
SAN DIEGO, CALIFORNIA

SPORTSFISHING BLDG PLANS
FOUNDATIONS

A300

SCALE 1/4" = 1'



SPORTFISHING PLAN

98

DOORS AND WINDOWS SHALL MEET THE MINIMUM INFILTRATION REQ. PER SECTION 116 EES

DOOR SCHEDULE

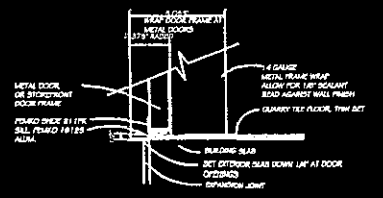
NO.	TYPE	FINISHES	COMMENTS
1	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
2	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
3	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
4	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
5	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
6	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
7	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
8	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
9	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
10	GLASS	11	GLASS DOOR WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL

WINDOW SCHEDULE

NO.	TYPE	FINISHES	COMMENTS
1	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
2	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
3	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
4	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
5	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
6	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
7	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
8	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
9	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
10	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL

FINISHES

NO.	TYPE	FINISHES	COMMENTS
1	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
2	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
3	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
4	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
5	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
6	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
7	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
8	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
9	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL
10	GLASS	11	GLASS WINDOW WITH 24" TALL GLASS PANEL AND 36" TALL GLASS PANEL



EXT DOOR THRESHOLD

ALL STOREFRONT DOOR GLAZING SAME AS WINDOW SCHEDULE

WIND PRESSURE EXPOSURE 'C' 70MPH
 $P = C_e C_d Q_s W = 1.19 \times 1.2 \times 12.6 \times 1 = 17.9 \text{ SAY } 20\text{K}$

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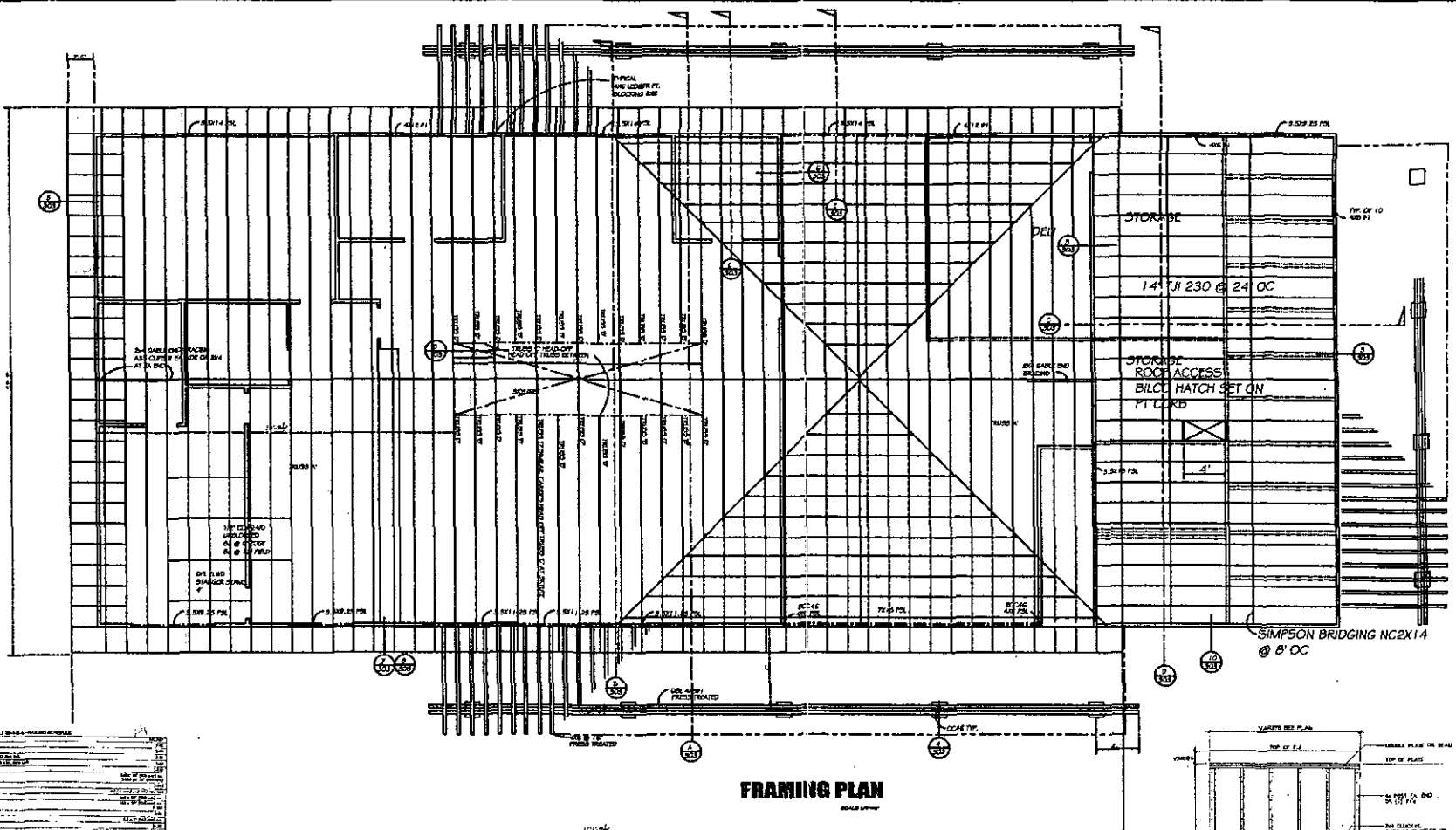
CA # 14,111 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92116 TEL/FAX 252-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
 MISSION BAY LEASEHOLD
 SAN DIEGO, CALIFORNIA

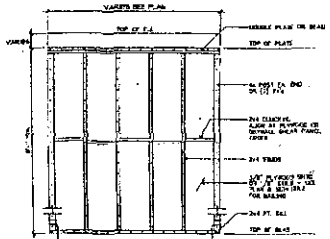
SPORTFISHING BLDG PLANS
 'A' OCCUPANCY 3,413 SF (300-306, 309, 311-12)
 'B' OCCUPANCY 322 SF (307-308)
 'C' OCCUPANCY 461 SF (310)

A301

SCALE 3/4" = 1'



FRAMING PLAN
SCALE 1/4" = 1'-0"



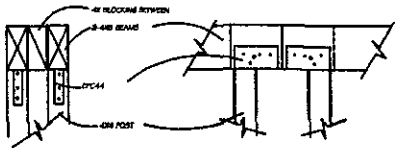
NOTES:
PLYWOOD BRG. EXTENDS TO THE TOP OF BRIDGE PLATE & 24" BEYOND
AND TO TOP OF STEEL BEAM TO BEING BRIDGE. THERE IS NO TOP OF
TRUSS IN THIS CASE. PLACEMENT SHALL BE AS SHOWN AT ALL
EDGES OF ALL BRG. PLS.
THE 24" BEYOND SHALL BE 2" O.C. & 8" FAS IN BRIDGE FRAM. & 16" O.C.
ALL PLATE BRG. SHALL BE 1/4" THICK & EXTEND 24" BEYOND. BRG.
AND 24" BEYOND TO BEING SHOWN IN BRIDGE FRAM. COORD. SHIP
FRAMING TO THE 1/4" FOR ALL BEAMS & BRG. FROM BRIDGE. (S-1)

BASIC SHEAR PANEL NOTES
NO SCALE

SHEAR SCHEDULE

MEMBER	TYPE	SPAN	LOADS	DESIGN	DETAIL
1	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
2	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
3	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
4	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
5	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
6	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
7	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
8	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
9	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
10	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
11	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
12	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
13	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
14	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
15	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
16	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
17	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
18	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
19	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT
20	12x12	12'-0"	DL, LL, WIND	AS BUILT	AS BUILT

SHEAR SCHEDULE NOTES:
1. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
2. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
3. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
4. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
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14. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
15. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
16. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
17. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
18. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
19. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.
20. ALL MEMBERS SHALL BE DESIGNED FOR ALL APPLICABLE LOADS.



4 PERGOLA COLM/BIM
SCALE 1/4" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/14
2	REVISED PER COMMENTS	11/10/14
3	REVISED PER COMMENTS	12/15/14
4	REVISED PER COMMENTS	01/15/15
5	REVISED PER COMMENTS	02/15/15
6	REVISED PER COMMENTS	03/15/15
7	REVISED PER COMMENTS	04/15/15
8	REVISED PER COMMENTS	05/15/15
9	REVISED PER COMMENTS	06/15/15
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97	REVISED PER COMMENTS	10/15/22
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99	REVISED PER COMMENTS	12/15/22
100	REVISED PER COMMENTS	01/15/23

Windward Design Inc.
William Watts, Architect

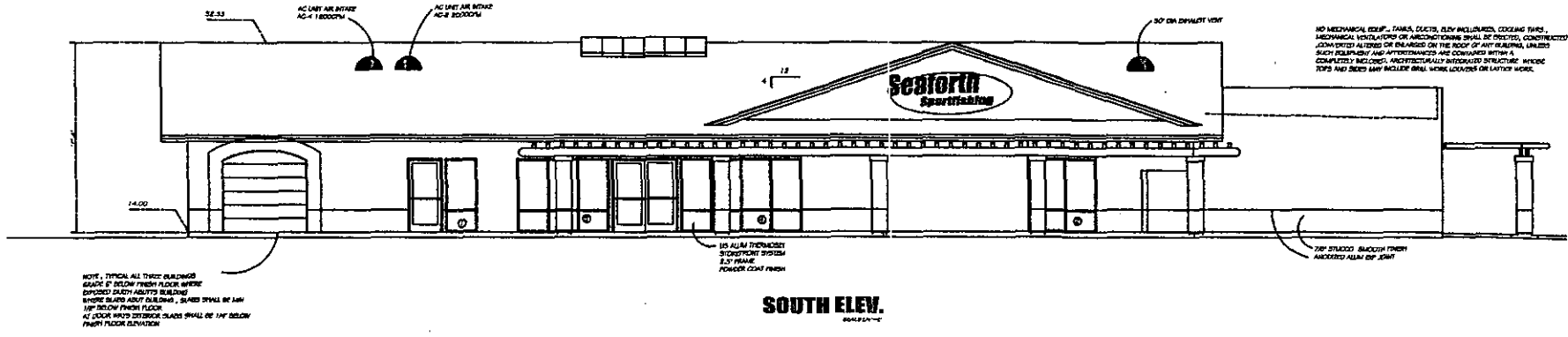
CA # 24,111 BXP 2004 5352 MT. BURNEHAM DR., SAN DIEGO, CA 92118 TEL/FAX 619-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

SPORTSFISHING BLDG PLANS
FRAMING

A302

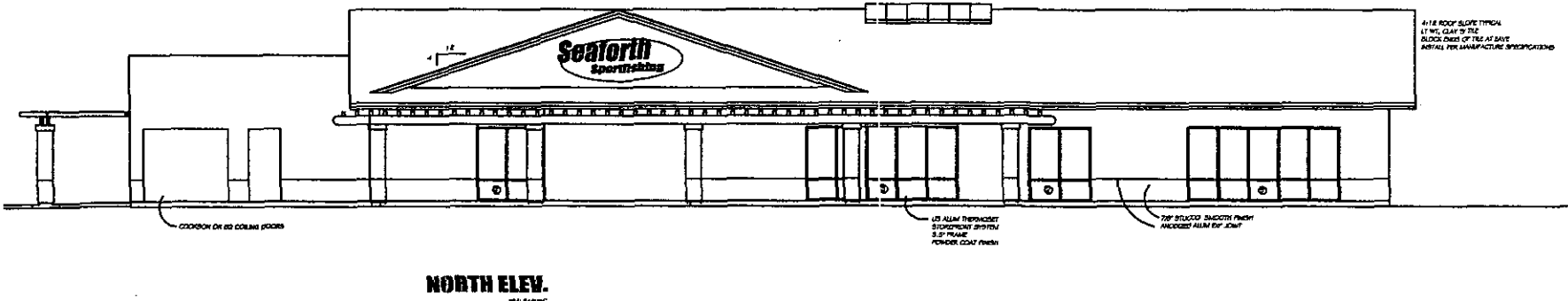
SCALE 1/4" = 1'-0"



NOTE: TYPICAL ALL THESE BUILDINGS
GRADE 0' BELOW FINISH FLOOR WHERE
SPECIFIED EXCEPT WHERE NOTED
WHERE BLINDS ARE ON BUILDINGS, BLINDS SHALL BE 1/4\"/>

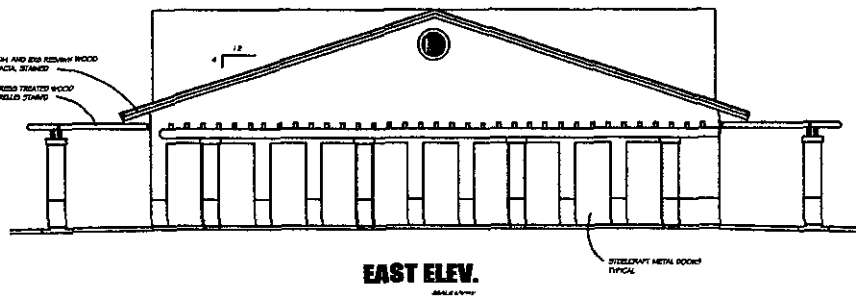
NO MECHANICAL EQUIP., TANKS, DUCTS, ELEM INCL. UNDER CEILING TRUSS.
MECHANICAL VENTILATORS OR AIRCONDITIONING SHALL BE PROVIDED, CONSTRUCTED
JOINTLY BY THE ARCHITECT OR ENGINEER ON THE ROOF OF THE BUILDING, LIMITED
SUCH AS TO BE AND PERFORMANCE ARE COVERED WITHIN A
COMPLETELY INCORPORATED ARCHITECTURALLY INTEGRATED STRUCTURE. WHERE
TANKS AND BLEED AIR INCLUDE SHALL BE LOCATED ON LATTER WORK.

SOUTH ELEV.

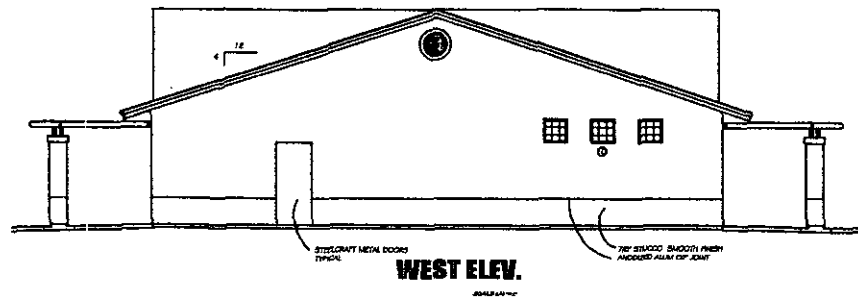


4 1/2\"/>

NORTH ELEV.



EAST ELEV.



WEST ELEV.

Windward Design Inc.
William Watts, Architect

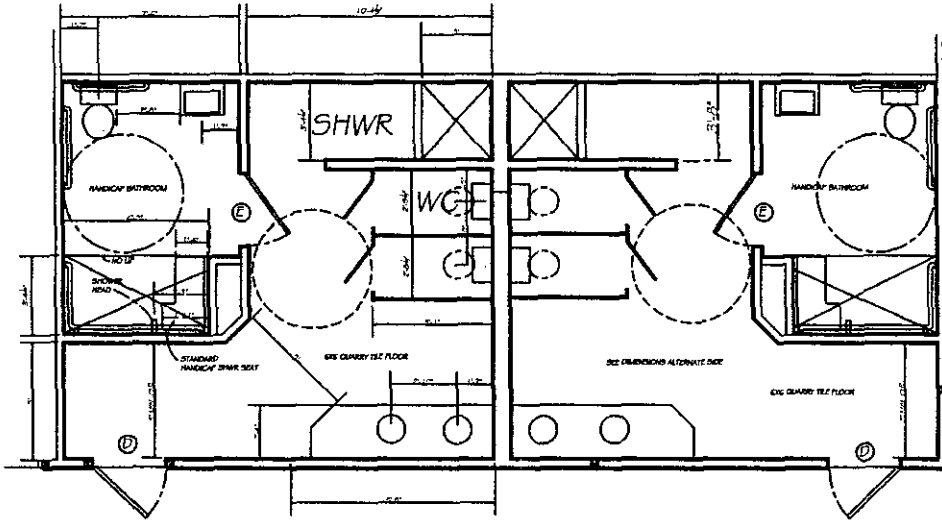
CA # 14,111 EXP 2004 5302 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

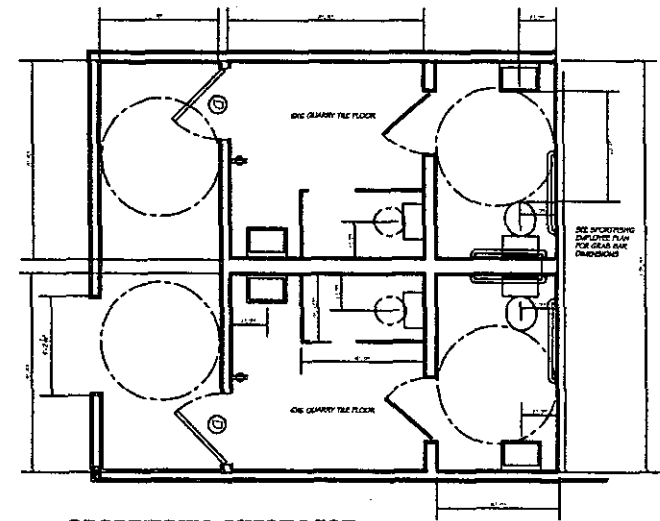
SPORTSFISHING BLDG PLANS
ELEVATIONS

A304

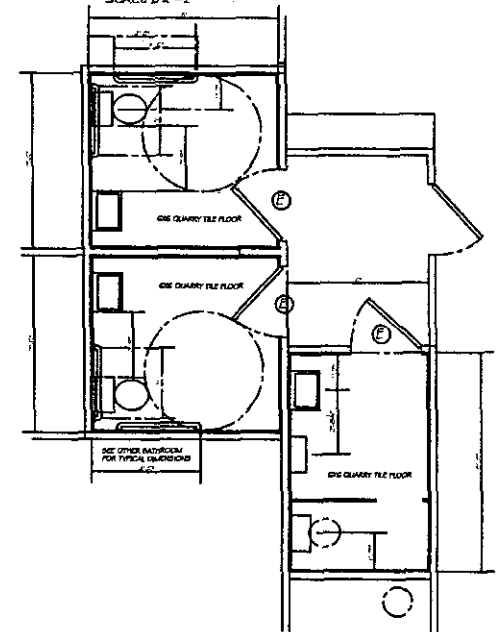
SCALE 1/4"=1'



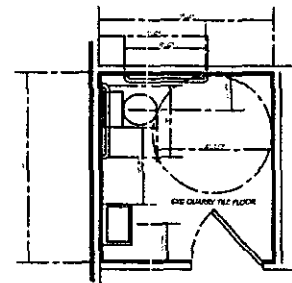
MARINA RESTROOMS PLAN
SCALE 1/2"=1'



SPORTFISH'S GUEST REST.
SCALE 1/2"=1'

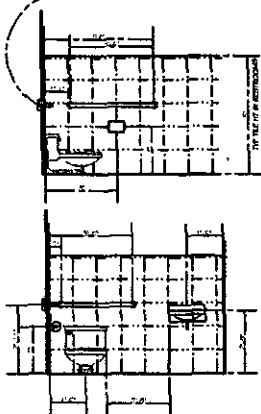


BOAT RENTAL REST. PLANS
SCALE 1/2"=1'

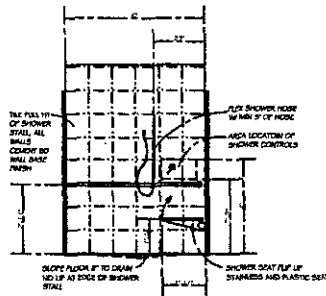


SPORTFISH'S EMPLOYEE REST.
SCALE 1/2"=1'

TYPICAL BOARDSHIP HANDICAP HANDRAIL
LEFT HAND LIGHT FIXTURE, MOUNT 1 1/2" OFF
WALL, TRAIL BOAT TO WALL TO RECESSING



TYP. HANDICAP BATHROOM DIM.
SCALE 1/2"=1'



TYP. HANDICAP SHOWER
SCALE 1/2"=1'

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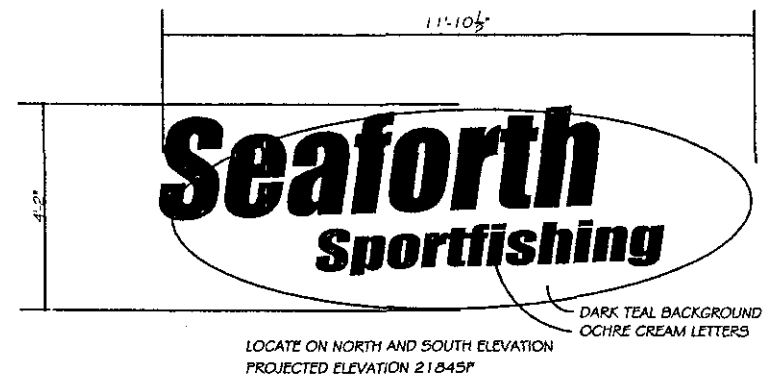
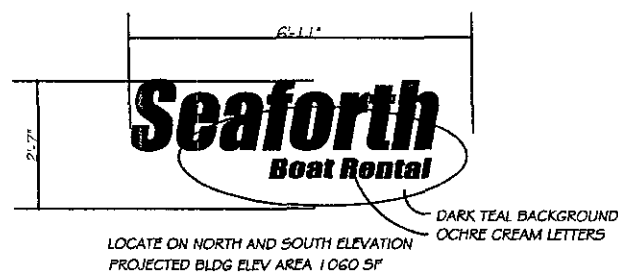
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SEAFORTH LEASE
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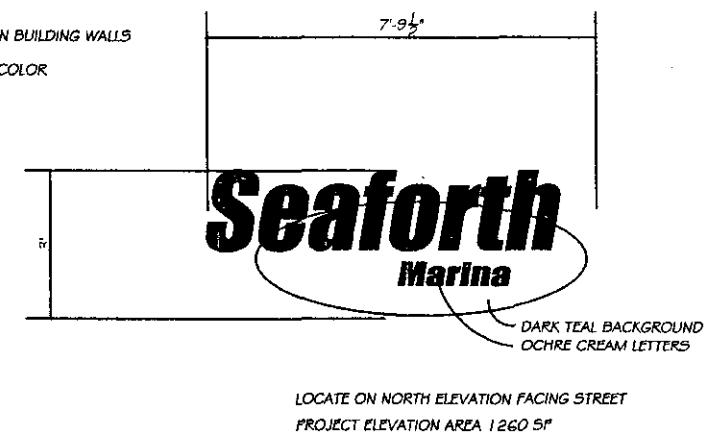
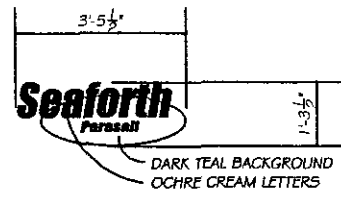
RESTROOM PLANS

A401

SCALE 1/2"=1'



ALL SIGNS WALL MOUNT'D ON BUILDING WALLS
REDWOOD SAND BLASTED
MEDIUM TEAL BACKGROUND COLOR
TAN BORDER AND LETTERS



SEE A104, A204 AND A304 FOR SIGN LOCATIONS

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SEAFORTH LEASE
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SAN DIEGO, CALIFORNIA

ADVERTISING SIGNS
RENTAL, MARINA & SPORTFISHING BLDGS

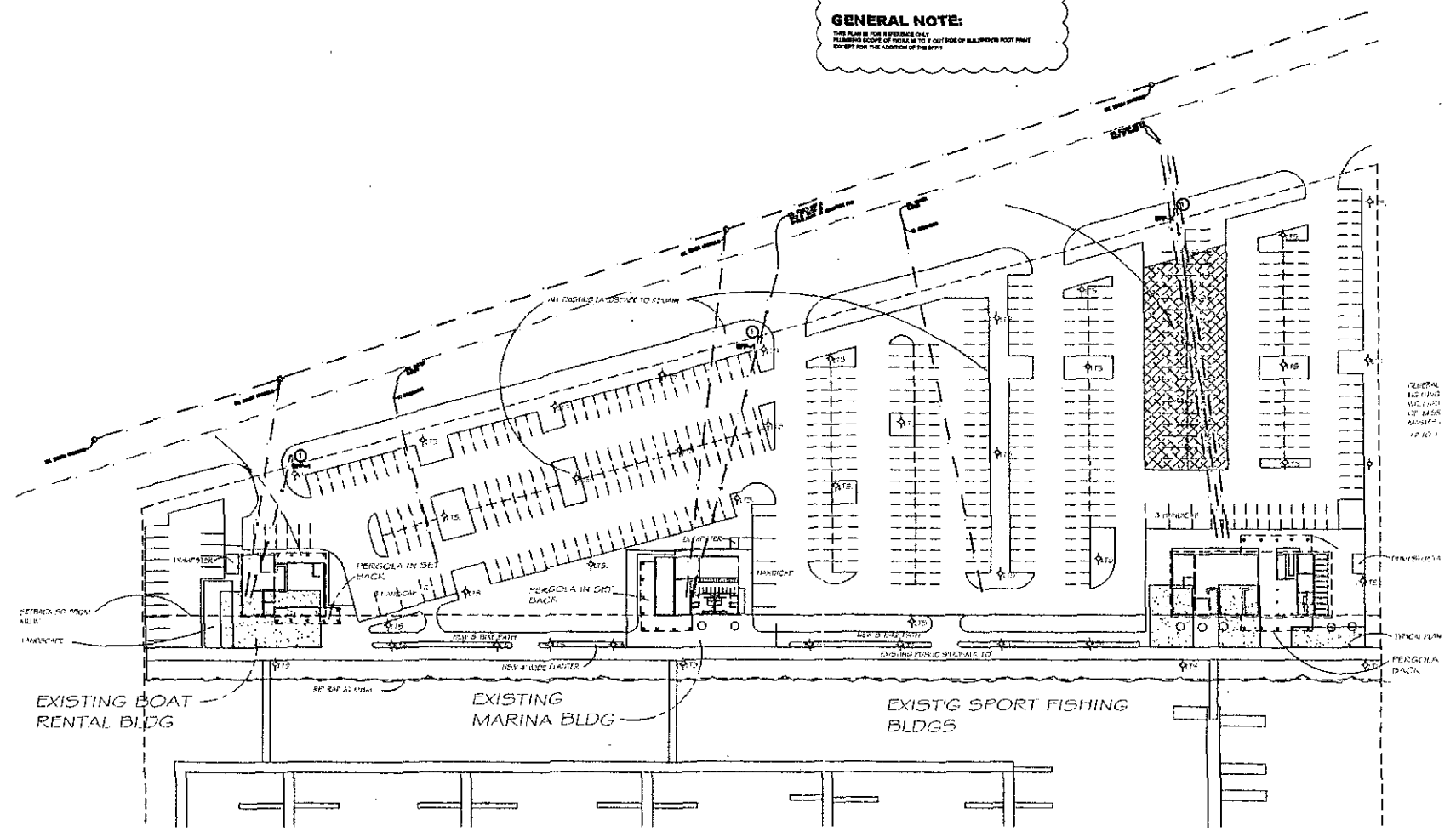
G100

SCALE 1/4"=1'

SHEET NOTES

① EXISTING WATER METER, NEW BACKFLOW PREVENTER

GENERAL NOTE:
THIS PLAN IS FOR REFERENCE ONLY. PLUMBING SCOPE OF WORK IS TO BE OUTSIDE OF BUILDING FOOT PRINT EXCEPT FOR THE ADDITION OF THE BWP.



EXISTING UTILITY SITE PLAN
DATE: 08/14/04



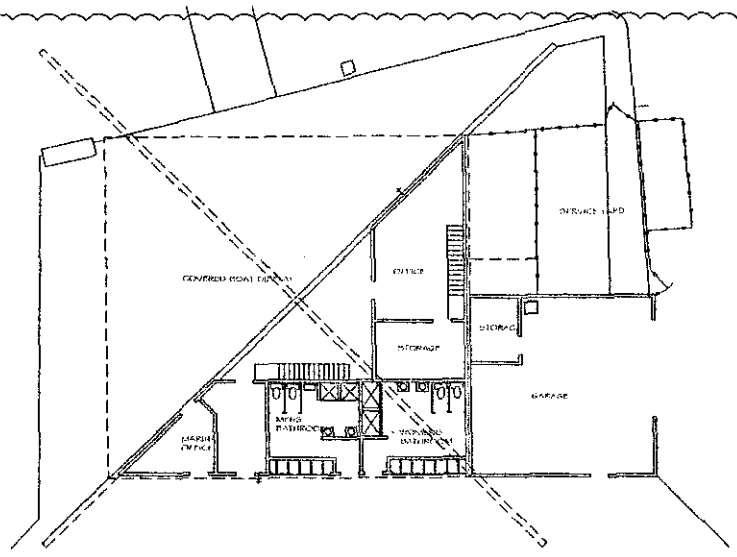
Windward Design Inc.
William Watts, Architect

CA # 14,151 EXP 2004 5052 MT. BURNHAM DR., SAN DIEGO, CA 92121 TEL/FAX 858-574-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

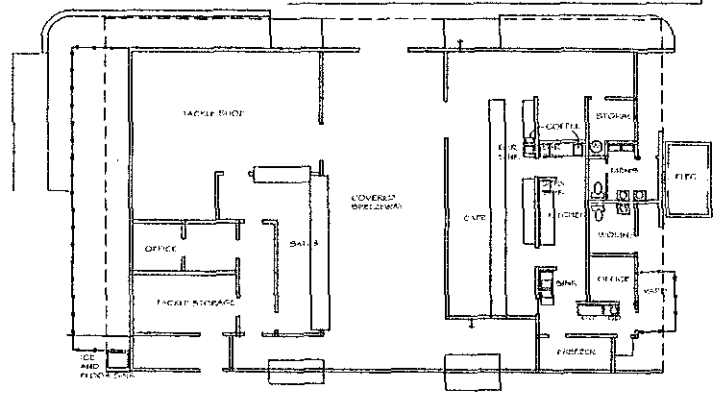
SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

EXISTING UTILITY SITE PLAN

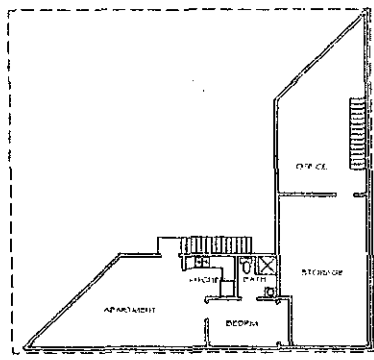
P2.0



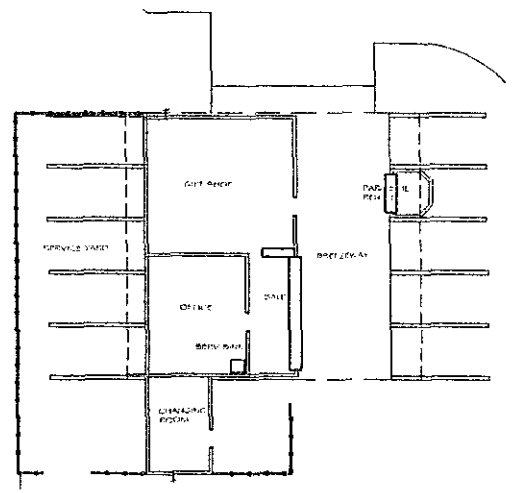
EXISTING 1ST FLOOR MARINA BLDG
 4 OFFICES, 1 BATH, 4 LAVS, 1 HANGAR, SERVICE LIFT



EXISTING SPORTFISHING BLDG
 2 TOILETS, 3 HANGARS, 1 LAV



EXISTING 2ND FLOOR MARINA BLDG
 1 BDR, 1 BATH, 2 OFFICES, 1 LAV



EXISTING BOAT RENTAL BLDG

EXISTING FLOOR (DEMO) PLAN
 DATE 10/07/07

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 William Watts, Architect

CA # 14,111 EXP 2004 5052 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 858-575-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

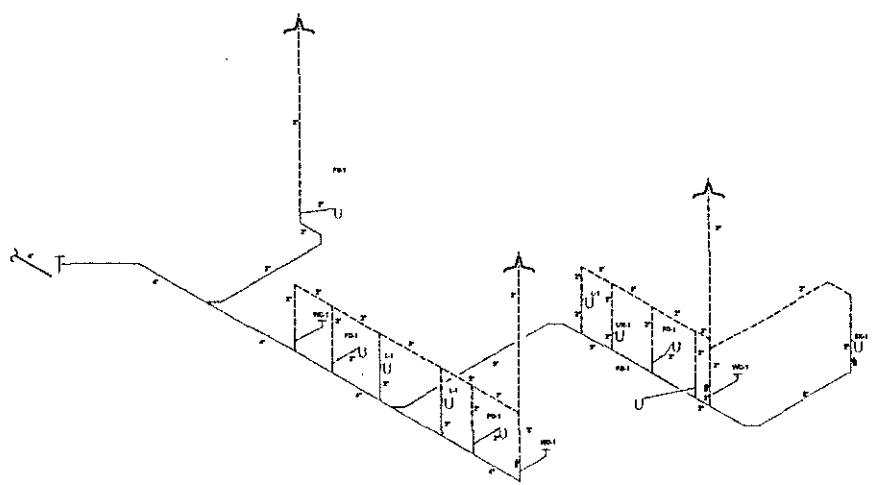
SEAFORTH LEASE
 MISSION BAY LEASEHOLD
 SAN DIEGO, CALIFORNIA

EXISTING FLOOR PLANS

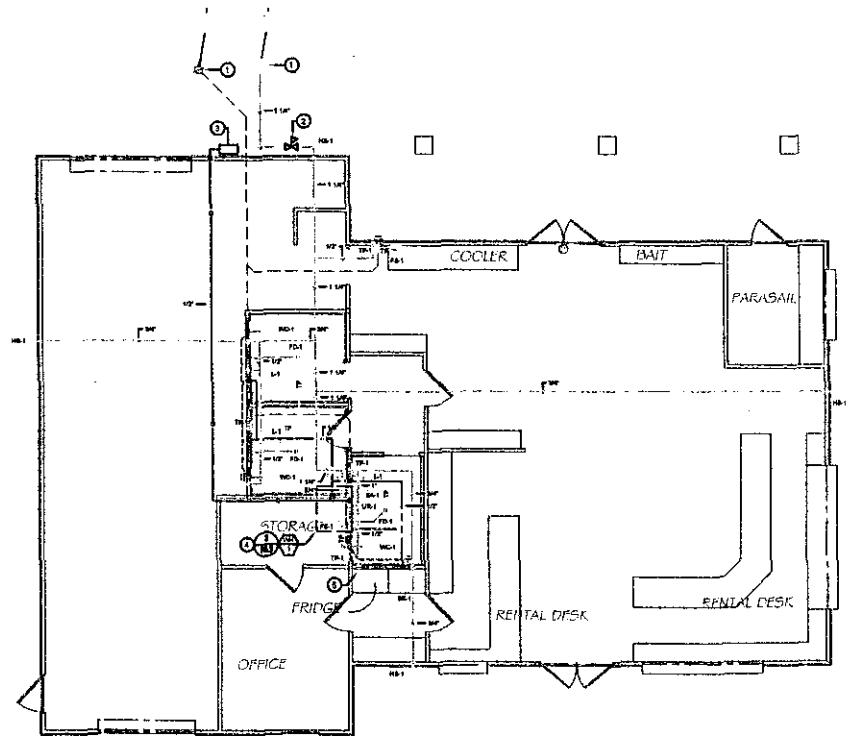
P2.1

SHEET NOTES

- ① CONNECT TO EXISTING SEWER / WATER UTILITY FIELD VERIFY EXACT LOCATION
- ② SET WATER PRESSURE REDUCING VALVE TO 80 PS
- ③ PROPOSED GAB METER LOCATION
- ④ DISCHARGE WITH PIPING AND GUTTY PAN DRAIN PIPING INTO S.L. PROVIDE 1" AIR GAP
- ⑤ PROVIDE 1/2" X 1/4" ANGLE STOP FOR REFER ICE MAKER



SOIL, WASTE & VENT ISOMETRIC
SCALE 1/4"=1'-0"



RENTAL BUILDING PLUMBING PLAN
SCALE 1/4"=1'-0"



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 William Watts, Architect
 CA # 24,311 EXP 2004 5352 MT. BURNHAM DR., SAN DIEGO, CA 92111, TEL/FAX 619-591-7767 E-MAIL WINDWARDDESIGN@PRODIGY.NET

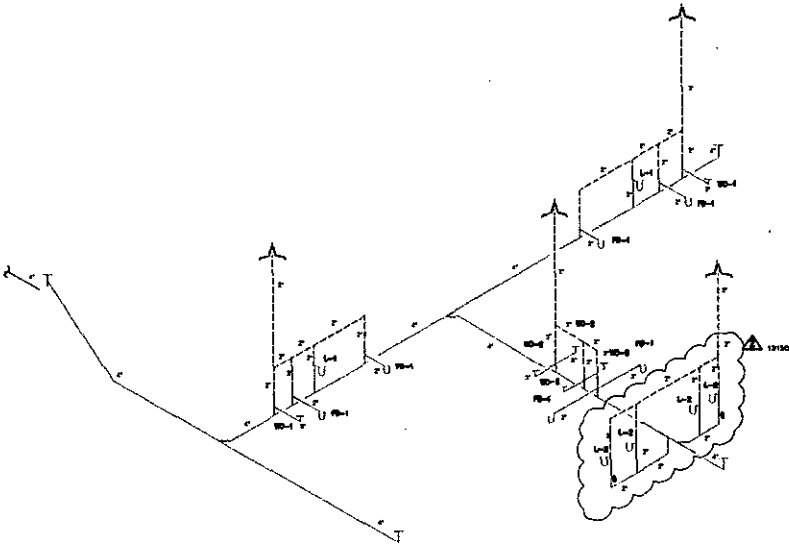
SEAFORTH LEASE
 MISSION BAY LEASHHOLD
 SAN DIEGO, CALIFORNIA

Seaforth Boat Rentals
 1641 Quivira Rd
 San Diego, CA 92109

P1.0

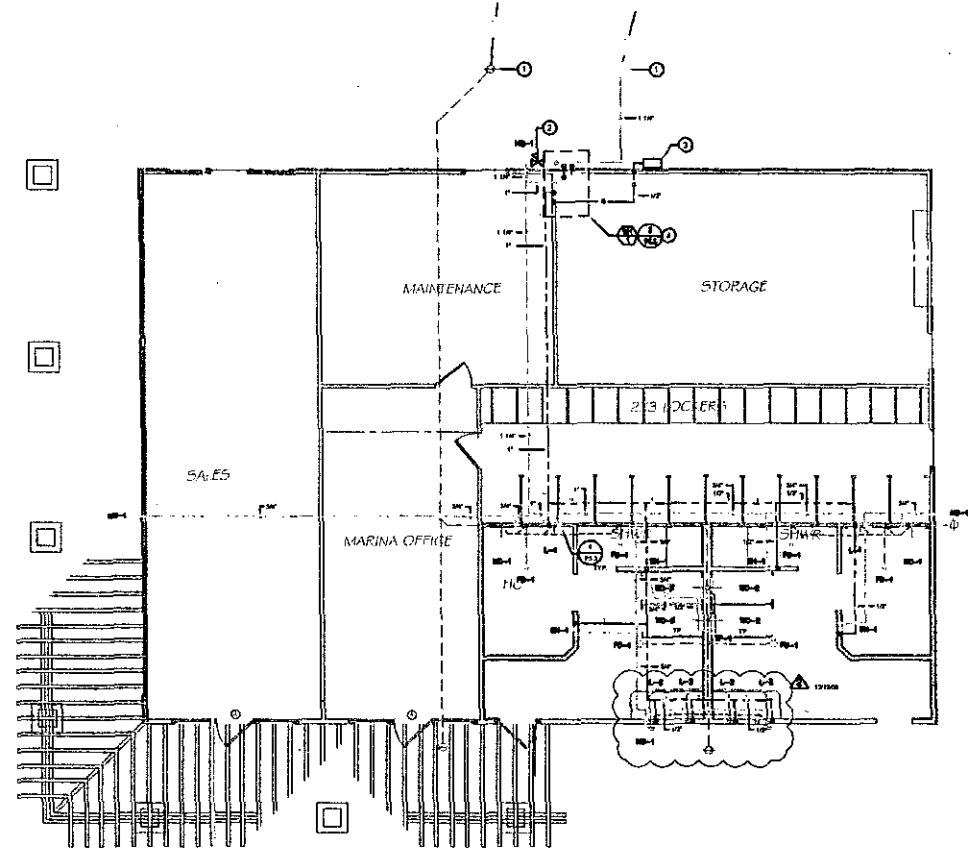
SHEET NOTES

- ① CONNECT TO EXISTING SEWER / WATER UTILITY FIELD VARY EXACT LOCATION
- ② SET WATER PRESSURE REDUCING VALVE TO 80 PSI
- ③ PROPOSED GAS METER LOCATION
- ④ DISCHARGE WALL PIPING AND SAFETY PAN DRAIN PIPING OUTSIDE BUILDING PER CODE



SOIL, WASTE & VENT ISOMETRIC

SCALE: 1/4" = 1'-0"



MARINA BUILDING PLUMBING PLAN

SCALE: 1/4" = 1'-0"



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SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

Seaforth Marina
1877 Quivira Rd
San Diego, CA 92109

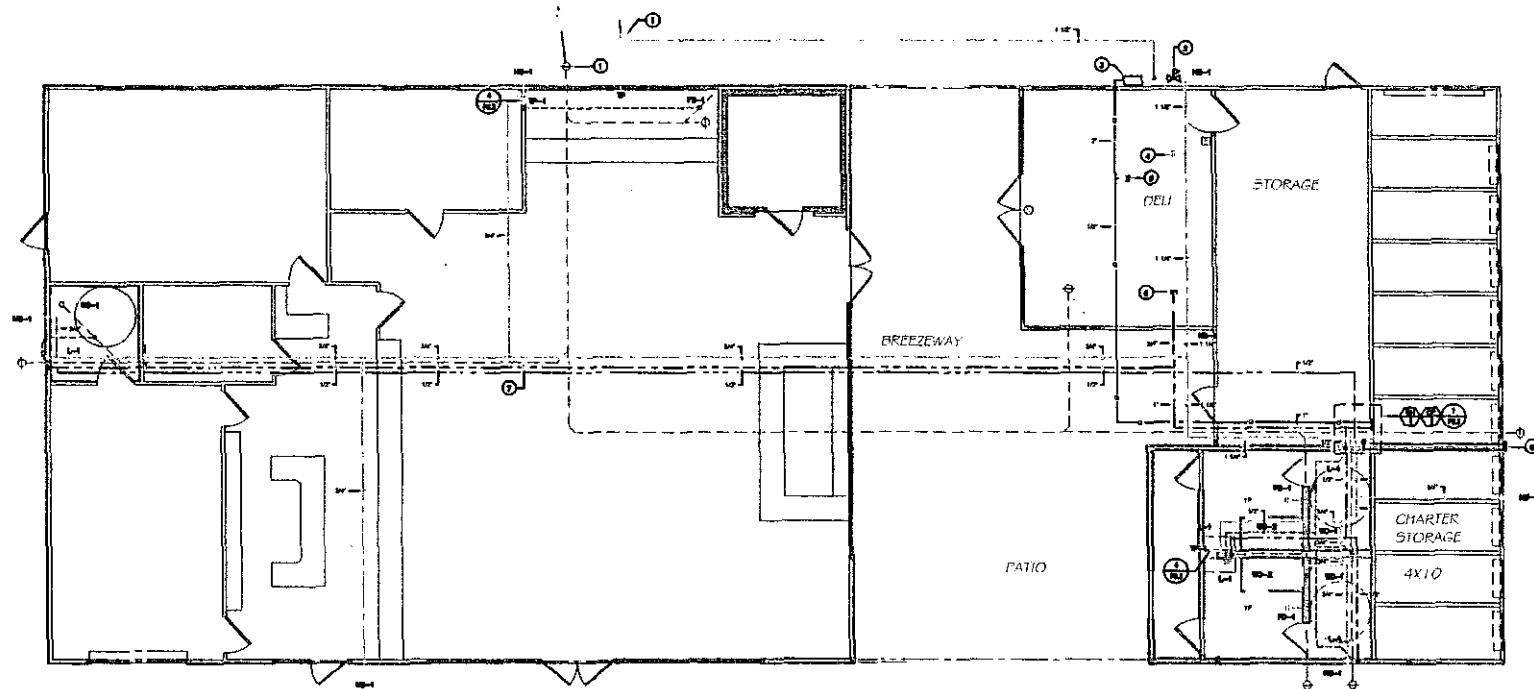
P3.1

SANITARY PIPE SIZING NOTE

REFER TO VOL. 1 PART 1 PART 16 SPECIFICATIONS OR PLUMBING CODES FOR SANITARY PIPE SIZING

SHEET NOTES

- ① CONNECT TO EXISTING SEWER / DRAIN VELOCITY FIELD VERIFY EXACT LOCATION
- ② SET WATER PRESSURE REDUCING VALVE TO 80 PSI
- ③ PROVIDE GAS VENT LOCATION
- ④ 1" CPVC COND COND COND FOR FUTURE
- ⑤ 1/2" CPVC COND COND COND FOR FUTURE
- ⑥ 3/4" CPVC COND COND COND FOR FUTURE
- ⑦ 1/2" CPVC COND COND COND FOR FUTURE
- ⑧ 1/2" CPVC COND COND COND FOR FUTURE
- ⑨ 1/2" CPVC COND COND COND FOR FUTURE
- ⑩ 1/2" CPVC COND COND COND FOR FUTURE



SPORTFISHING PLAN

SPORTFISHING BUILDING PLUMBING PLAN
DATE: 09/10/17

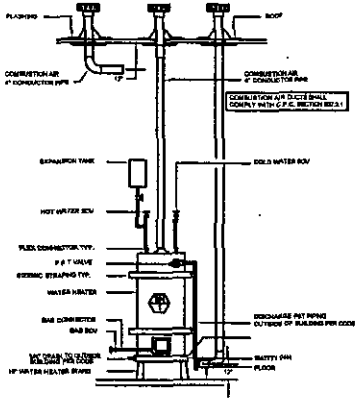
Windward Design Inc.
William Watts, Architect

CA # 14,333 EXP 2024 5032 MT. BURNHAM DR., SAN DIEGO, CA 92118 TEL/FAX 858-573-7747 E-MAIL WINDWARDDESIGN@GMAIL.COM

SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

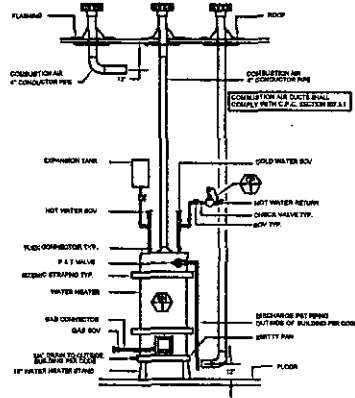
Seaforth Sportfishing
1717 Quivira Rd
San Diego, CA 92109

100



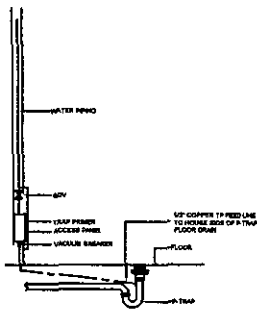
WATER HEATER DETAIL

SCALE: 3/4"



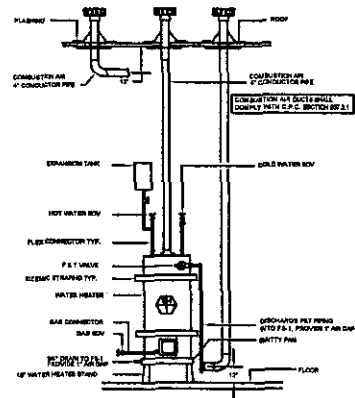
WATER HEATER DETAIL

SCALE: 3/4"



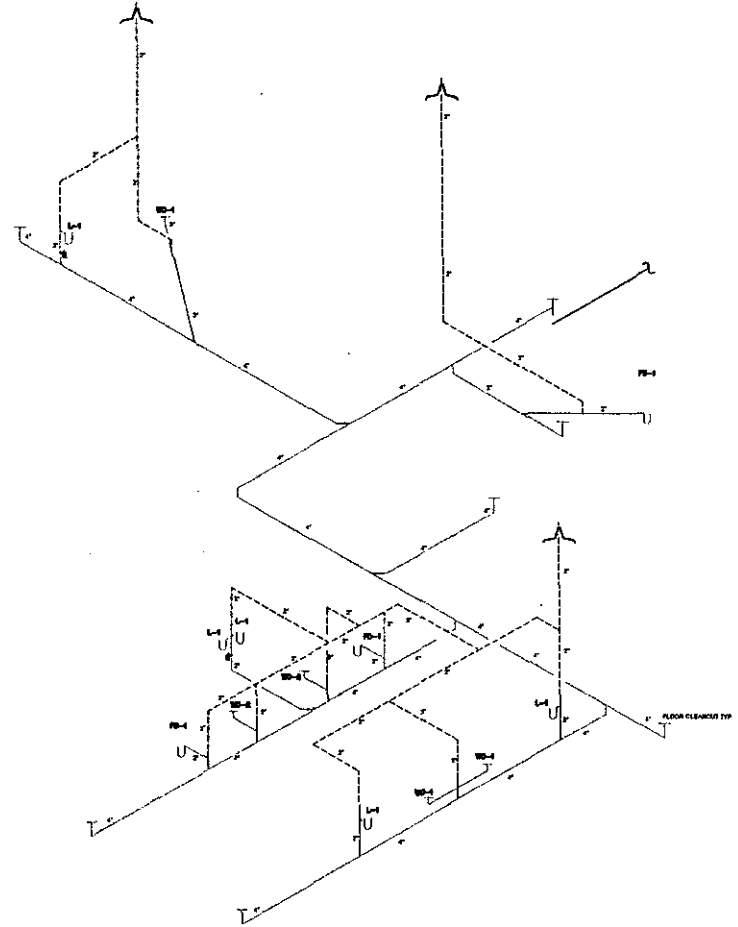
TRAP PRIMER DETAIL

SCALE: 3/4"



WATER HEATER DETAIL

SCALE: 3/4"



SPORTFISHING SOIL, WASTE & VENT ISOMETRIC

SCALE: 3/4"

Windward Design Inc.
William Watts, Architect

CA # 24,333 EXP 2004 5332 MT. BURNHAM DR., SAN DIEGO, CA 92111 TEL/FAX 619-574-7197 E-MAIL WINDWARDDESIGN@PRODIGY.NET

SEAFORTH LEASE
MISSION BAY LEASEHOLD
SAN DIEGO, CALIFORNIA

SPORTFISHING PLANS

P3.3

000819

ATTACHMENT 3
Development Costs

HANKINS CORPORATION

General Building & Engineering Contractor - Lic. A & B 452684

000821

1251-A Greenfield Drive, El Cajon, CA 92021
(619) 447-2605 - FAX (619) 447-4108

January 26, 2005

Mr. John Yamate
1717 Quivira Road
San Diego, CA 92109

RE: Seaforth Leasehold Property- Quivira Road, San Diego, California

Dear John:

Per your request, a preliminary budget for Seaforth leasehold property:

Design & Engineering	
Demo existing buildings, 3 places	
Rehab, reconfigure parking; lot 140,000 s.f.	
New landscaping 58,814 s.f.	
New signage, 6 places: (3 street, 3 building)	
New sport fishing building 4500 s.f.	
New marina building 3000 s.f.	
New rental building 3432 s.f.	
New sidewalk & pedestrian paving 25,000 s.f.	
Total	\$3,565,720.00

Miscellaneous and contingency, 2% of above \$ 71,314.40

Note: The above does not include the cost of permits & fees.

Dock rehab reconfigure (by others)
per Frank LoPreste, Bill Poole \$1,700,000.00

Total budget per preliminary design \$5,337,034.40

Gentlemen, I hope this meets with your approval. We are working diligently to hold this figure but as you are aware, we still have the City of San Diego Building, Engineering, Environmental departments to address. Note 2% contingency.

Should you have any questions regarding the above please give me a call.

Sincerely,



William R. Hankins
President

000823

ATTACHMENT 4

Pro Formas

(Pre- and Post- Redevelopment)

Seaforth Sportfishing Corporation
 Estimated City Percentage Lease Income

000825

Current Lease Percentages						New Lease Percentages					
Year	Sportfishing	Marina	KDME	Restaurant	Total Rent	Year	Sportfishing	Marina	KDME	Restaurant	Total Rent
2007	\$ 400,000.00	\$ 184,000.00	\$ 97,000.00	\$ 14,000.00	\$ 695,000.00	2007	\$ 400,000.00	\$ 184,000.00	\$ 97,000.00	\$ 14,000.00	\$ 695,000.00
2008	\$ 406,000.00	\$ 186,760.00	\$ 98,455.00	\$ 14,210.00	\$ 705,425.00	2008	\$ 350,000.00	\$ 160,000.00	\$ 80,000.00	\$ 6,000.00	\$ 596,000.00
2009	\$ 412,090.00	\$ 189,561.40	\$ 99,931.83	\$ 14,423.15	\$ 716,006.38	2009	\$ 452,690.00	\$ 212,175.00	\$ 111,853.13	\$ 15,759.38	\$ 792,477.51
2010	\$ 418,271.35	\$ 192,404.82	\$ 101,430.80	\$ 14,639.50	\$ 726,746.47	2010	\$ 504,749.35	\$ 217,479.38	\$ 114,649.46	\$ 16,153.36	\$ 853,031.55
2011	\$ 424,545.42	\$ 195,290.89	\$ 102,952.26	\$ 14,859.09	\$ 737,647.67	2011	\$ 562,795.53	\$ 222,916.36	\$ 117,515.69	\$ 16,557.20	\$ 919,784.78
2012	\$ 430,913.60	\$ 198,220.26	\$ 104,496.55	\$ 15,081.98	\$ 748,712.38	2012	\$ 627,517.01	\$ 228,489.27	\$ 120,453.59	\$ 16,971.13	\$ 993,430.99
2013	\$ 437,377.31	\$ 201,193.56	\$ 106,064.00	\$ 15,308.21	\$ 759,943.07	2013	\$ 636,929.77	\$ 234,201.50	\$ 123,464.93	\$ 17,395.41	\$ 1,011,991.60
2014	\$ 443,937.97	\$ 204,211.46	\$ 107,654.96	\$ 15,537.83	\$ 771,342.21	2014	\$ 646,483.71	\$ 240,056.54	\$ 126,551.55	\$ 17,830.29	\$ 1,030,922.09
2015	\$ 450,597.03	\$ 207,274.64	\$ 109,269.78	\$ 15,770.90	\$ 782,912.35	2015	\$ 656,180.97	\$ 246,057.95	\$ 129,715.34	\$ 18,276.05	\$ 1,050,230.31
2016	\$ 457,355.99	\$ 210,383.76	\$ 110,908.83	\$ 16,007.46	\$ 794,656.03	2016	\$ 666,023.68	\$ 252,209.40	\$ 132,958.22	\$ 18,732.95	\$ 1,069,924.25
2017	\$ 464,216.33	\$ 213,539.51	\$ 112,572.46	\$ 16,247.57	\$ 806,575.87	2017	\$ 676,014.04	\$ 258,514.63	\$ 136,282.18	\$ 19,201.27	\$ 1,090,012.12
2018	\$ 471,179.57	\$ 216,742.60	\$ 114,261.05	\$ 16,491.29	\$ 818,674.51	2018	\$ 686,154.25	\$ 264,977.50	\$ 139,689.23	\$ 19,681.31	\$ 1,110,502.29
2019	\$ 478,247.27	\$ 219,993.74	\$ 115,974.96	\$ 16,738.65	\$ 830,954.63	2019	\$ 696,446.56	\$ 271,601.94	\$ 143,181.46	\$ 20,173.34	\$ 1,131,403.30
2020	\$ 485,420.98	\$ 223,293.65	\$ 117,714.59	\$ 16,989.73	\$ 843,418.95	2020	\$ 706,893.26	\$ 278,391.99	\$ 146,761.00	\$ 20,677.67	\$ 1,152,723.92
2021	\$ 492,702.29	\$ 226,643.05	\$ 119,480.31	\$ 17,244.58	\$ 856,070.23	2021	\$ 717,496.66	\$ 285,351.79	\$ 150,430.02	\$ 21,194.61	\$ 1,174,473.08
						2022	\$ 728,259.11	\$ 292,485.58	\$ 154,190.78	\$ 21,724.48	\$ 1,196,659.94
						2023	\$ 739,183.00	\$ 299,797.72	\$ 158,045.54	\$ 22,267.59	\$ 1,219,293.85
						2024	\$ 750,270.74	\$ 307,292.66	\$ 161,996.68	\$ 22,824.28	\$ 1,242,384.37
						2025	\$ 761,524.80	\$ 314,974.98	\$ 166,046.60	\$ 23,394.89	\$ 1,265,941.27
						2026	\$ 772,947.67	\$ 322,849.35	\$ 170,197.77	\$ 23,979.76	\$ 1,289,974.55
						2027	\$ 784,541.89	\$ 330,920.59	\$ 174,452.71	\$ 24,579.25	\$ 1,314,494.44
						2028	\$ 796,310.02	\$ 339,193.60	\$ 178,814.03	\$ 25,193.74	\$ 1,339,511.38
						2029	\$ 808,254.67	\$ 347,673.44	\$ 183,284.38	\$ 25,823.58	\$ 1,365,036.07
						2030	\$ 820,378.49	\$ 356,365.28	\$ 187,866.49	\$ 26,469.17	\$ 1,391,079.42
						2031	\$ 832,684.17	\$ 365,274.41	\$ 192,563.15	\$ 27,130.90	\$ 1,417,652.62
						2032	\$ 845,174.43	\$ 374,406.27	\$ 197,377.23	\$ 27,809.17	\$ 1,444,767.10
						2033	\$ 857,852.04	\$ 383,766.43	\$ 202,311.66	\$ 28,504.40	\$ 1,472,434.53
						2034	\$ 870,719.82	\$ 393,360.59	\$ 207,369.45	\$ 29,217.01	\$ 1,500,666.87
						2035	\$ 883,780.62	\$ 403,194.60	\$ 212,553.69	\$ 29,947.43	\$ 1,529,476.35
						2036	\$ 897,037.33	\$ 413,274.47	\$ 217,867.53	\$ 30,696.12	\$ 1,558,875.45
						2037	\$ 910,492.89	\$ 423,606.33	\$ 223,314.22	\$ 31,463.52	\$ 1,588,876.96
						2038	\$ 924,150.28	\$ 434,196.49	\$ 228,897.07	\$ 32,250.11	\$ 1,619,493.96
						2039	\$ 938,012.54	\$ 445,051.40	\$ 234,619.50	\$ 33,056.36	\$ 1,650,739.80
						2040	\$ 952,082.73	\$ 456,177.69	\$ 240,484.99	\$ 33,882.77	\$ 1,682,628.17
						2041	\$ 966,363.97	\$ 467,582.13	\$ 246,497.11	\$ 34,729.84	\$ 1,715,173.05
						2042	\$ 980,859.43	\$ 479,271.68	\$ 252,659.54	\$ 35,598.09	\$ 1,748,388.74
						2043	\$ 995,572.32	\$ 491,253.47	\$ 258,976.03	\$ 36,488.04	\$ 1,782,289.86
						2044	\$ 1,010,505.90	\$ 503,534.81	\$ 265,450.43	\$ 37,400.24	\$ 1,816,891.38
						2045	\$ 1,025,663.49	\$ 516,123.18	\$ 272,086.69	\$ 38,335.25	\$ 1,852,208.61
						2046	\$ 1,041,048.44	\$ 529,026.26	\$ 278,888.86	\$ 39,293.63	\$ 1,888,257.19
						2047	\$ 1,056,664.17	\$ 542,251.92	\$ 285,861.08	\$ 40,275.97	\$ 1,925,053.14

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A 40-YEAR LEASE AGREEMENT WITH SEAFORTH
SPORTFISHING CORPORATION.

WHEREAS, the Seaforth Sportfishing Corporation is the current Lessee of City-owned property at 1717 Quivira Road, located south-west of the Hyatt Islandia Hotel and Marina in Mission Bay Park; and

WHEREAS, the leasehold comprises approximately 8.995 acres of water and 6.317 acres of land; and

WHEREAS, the original Lease was renewed on May 1, 1981, for a term of 30 years and amended on April 21, 1986 to forty (40) years, in consideration for new percentage rent categories; and

WHEREAS, the Lease is scheduled to expire on April 30, 2021; and

WHEREAS, the current leasehold houses three major operations and the Lessee proposes a phased redevelopment of the entire leasehold; and

WHEREAS, that the final Mitigated Negative Declaration has been reviewed and considered prior to approving the project; and

WHEREAS, the first phase was been completed in 2006, at a cost of \$1,540,000; and

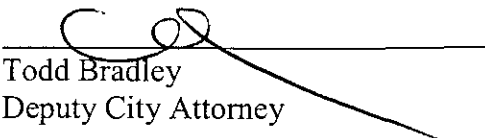
WHEREAS, the second phase will commence in October 2007 and completed in May 2008 at a cost of \$4,000,000; and

WHEREAS, a new 40-year Lease has been negotiated to enable the Lessee to amortize its costs of providing the improvements; and

WHEREAS, the annual minimum rent will increase to \$531,764 from the current minimum rent of \$328,087 and will be adjusted every five (5) years; NOW, THEREFORE,

BE IT RESOLVED, the Mayor is authorized to execute the new 40-year lease agreement with Seaforth Sportfishing Corporation, a California corporation.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Todd Bradley
Deputy City Attorney

TB:bas
09/25/07
Or.Dept:READ
R-2008-206
MMS #5101

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor