

AGREEMENT FOR AMENDMENT OF TIDELAND LEASE

AMENDMENT NO. 1

THIS AGREEMENT, made and entered into in triplicate this _____ day of _____, 1957, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the Harbor Commission of said City, hereinafter called the "Lessor", and SILVER GATE YACHT CLUB, a corporation organized under the laws of the State of California, hereinafter called the "Lessee", WITNESSETH:

WHEREAS, the City of San Diego, as Lessor, and Silver Gate Yacht Club, as Lessee, heretofore on the 16th day of March, 1956, entered into a lease of certain tidelands of said City, which lease is on file in the Office of the City Clerk of said City as Document No. 533075, and

WHEREAS, the Lessor and Lessee are mutually desirous of amending said lease by increasing the area of the demised premises and adjusting the rental therein set forth;

NOW, THEREFORE, in consideration of the premises and matters and things hereinafter recited, and the mutual consent of the parties, said above-described lease is hereby amended in the following respects and no others:

1. The legal description of the demised premises as set forth on Pages 1 and 2 of said lease is hereby amended to read as follows:

PARCEL NO. 1

Beginning at the intersection of a line parallel to and distant 10 feet southwesterly from the north-easterly property line of Byron Street with the Mean High Tide Line for the Bay of San Diego as said Mean High Tide Line was established by that certain Superior Court Action numbered 35473; thence south 54° 15' 30"

east along said 10 foot line a distance of 2293.61 feet to a point on a curve concave to the northwest, having a radius of 4750 feet, said curve being on the center line of an area known as Shelter Island; thence southwesterly along said curve an arc distance of 684.04 feet to the end of curve which bears south 42° 17' 30" east from the center of said curve; thence continuing along the center line of said Shelter Island south 47° 42' 30" west a distance of 524.59 feet; thence leaving the centerline of said Shelter Island north 42° 17' 30" west a distance of 15.00 feet to the true point or place of beginning, said true point lying on a curve concave to the northwest having a radius of 3525.62 feet the center of which bears north 48° 23' 50" west; thence southwesterly along the arc of said 3525.62 feet radius curve an arc distance of 375.70 feet to a point which bears south 42° 17' 30" east from the center of said curve; thence south 47° 42' 30" west a distance of 23.00 feet; thence north 43° 03' west a distance of 155.01 feet; thence north 47° 42' 30" east a distance of 400.03 feet; thence south 42° 17' 30" east a distance of 135.00 feet to the true point or place of beginning, containing 59,351 square feet of tideland area.

PARCEL NO. 2

Beginning at the most northerly corner of the hereinabove described Parcel No. 1, said point also being the true point or place of beginning of Parcel No. 2; thence along Parcel No. 1 south 47° 42' 30" west a distance of 400.03 feet; thence north 43° 03' west a distance of 589.27 feet to the U. S. Pierhead Line as said U. S. Pierhead Line is now established for the Bay of San Diego; thence north 46° 57' east along said Pierhead Line a distance of 400.00 feet; thence south 43° 03' east a distance of 594.51 feet to the true point or place of beginning of Parcel No. 2, containing 236,757 square feet of water covered area.

The above-described premises are those more particularly delineated on Drawing No. 479-B, dated 28 November 1956, attached hereto, marked Exhibit "B", and by this reference made a part hereof.

2. Paragraph Second of the hereinabove described lease is hereby deleted in its entirety and there is substituted in its place a paragraph reading as follows:

Second. As and for the rental and for and in consideration of the leasing aforesaid, Lessee agrees to pay the Lessor the following sums:

- (1) For the current term of said lease, a sum equal to Two Dollars (\$2.00) per year for each and

every member belonging to said Silver Gate Yacht Club, excepting junior members as defined by the by-laws of said Silver Gate Yacht Club, for which memberships the Lessee shall pay a sum equal to One Dollar (\$1.00) per year per junior member, or the sum of Five Hundred and Fifty Dollars (\$550.00) per year, whichever sum is greater.

- (2) For each of the successive two and one-half (2-1/2) years of said lease and any extension thereof, a sum to be agreed upon at or before the expiration of each two and one-half (2-1/2) year period of said lease by the Harbor Commission and said Lessee.

In the event that an agreement cannot be reached at any of the times hereinabove mentioned, then the matter shall be determined by submission to a board of arbiters consisting of three members: One arbiter shall be selected by the Harbor Commission and one by the Lessee, and the two arbiters so selected shall select a third. The decision of such board shall be final and both the Lessor and the Lessee shall be bound thereby.

In connection with the above rental, the Lessee hereby covenants and agrees that it will on the effective date of this lease, and its yearly anniversary thereafter, furnish to the Lessor a statement showing the total membership of said Lessee as of that date and the rental for that year of Two Dollars (\$2.00) per year for each member and One Dollar (\$1.00) per year for each junior member which shall be computed and fixed upon the membership as of the yearly anniversary of the effective date of this lease. The rental so calculated, or the minimum rental as hereinabove set forth, whichever sum is greater, shall be payable within thirty (30) days after the effective date of this lease and its annual anniversaries.

3. This amendment shall become effective as of the _____ day of _____, 1957, and except as herein specifically amended, all the terms and provisions of said lease of 16 March 1956 shall remain in full force and effect.

IN WITNESS WHEREOF, the City has executed the foregoing Agreement for Amendment of Tideland Lease, Amendment No. 1,

by and through the Harbor Commission of said City and the Lessee has caused this Agreement to be executed the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By _____

Members of the Harbor Commission
of the City of San Diego

SILVER GATE YACHT CLUB

By _____

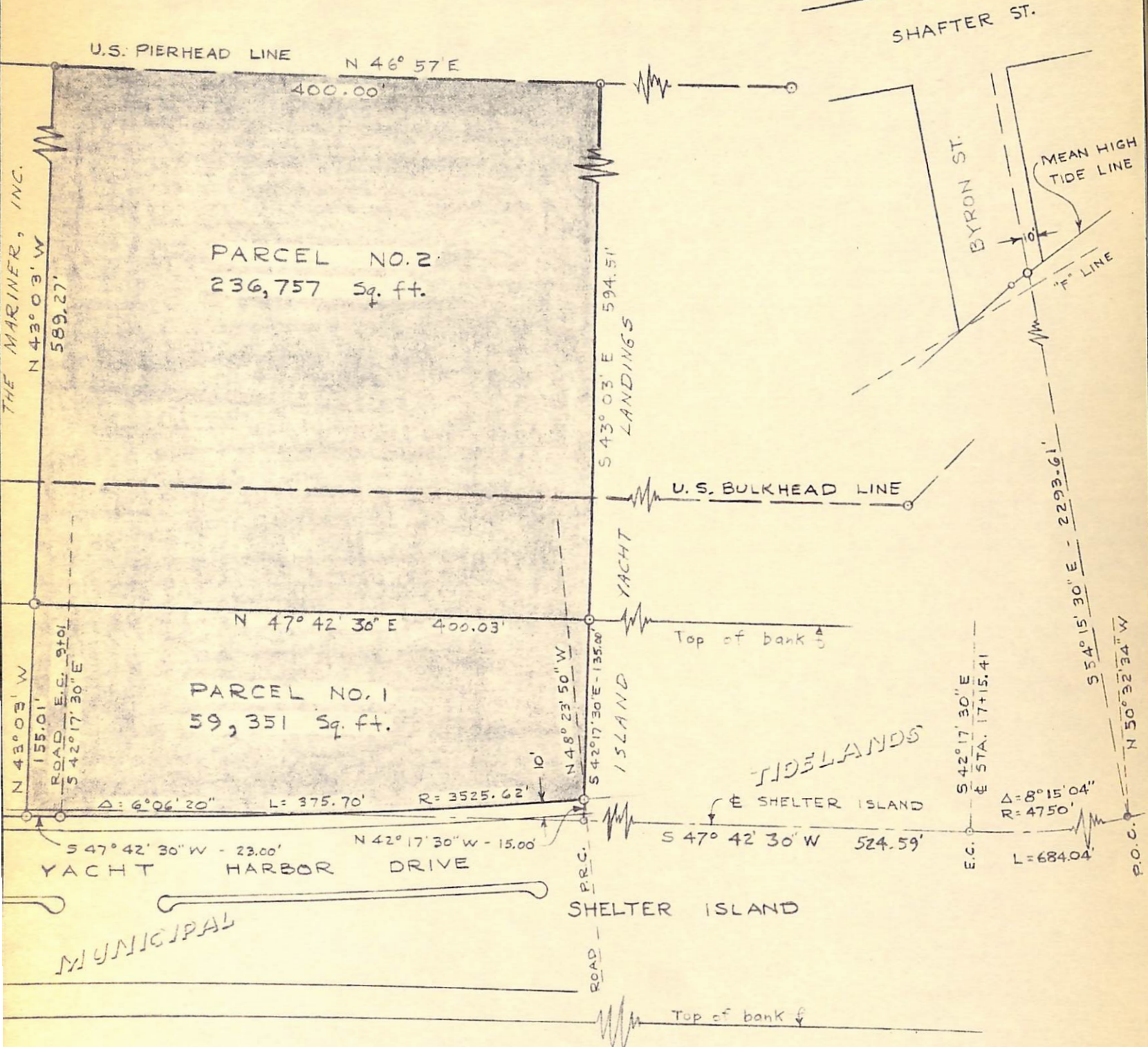
By _____

I HEREBY APPROVE the form and legality of the foregoing Agreement for Amendment of Tideland Lease, Amendment No. 1, this ____ day of _____, 1937.

J. F. DuPAUL, City Attorney

By _____
Deputy City Attorney

SAN DIEGO MUNICIPAL YACHT HARBOR



BAY OF SAN DIEGO

NOTE: Lease area shown shaded.

DRAWN BY *Stefanson*
 CHECKED BY *H.S. Krooskas*
 REFERENCES
 APPROVED BY *[Signature]*
 CHIEF ENGINEER

CITY OF SAN DIEGO • HARBOR DEPARTMENT
 MUNICIPAL TIDELAND LEASE
 SILVERGATE YACHT CLUB

EXHIBIT "B"

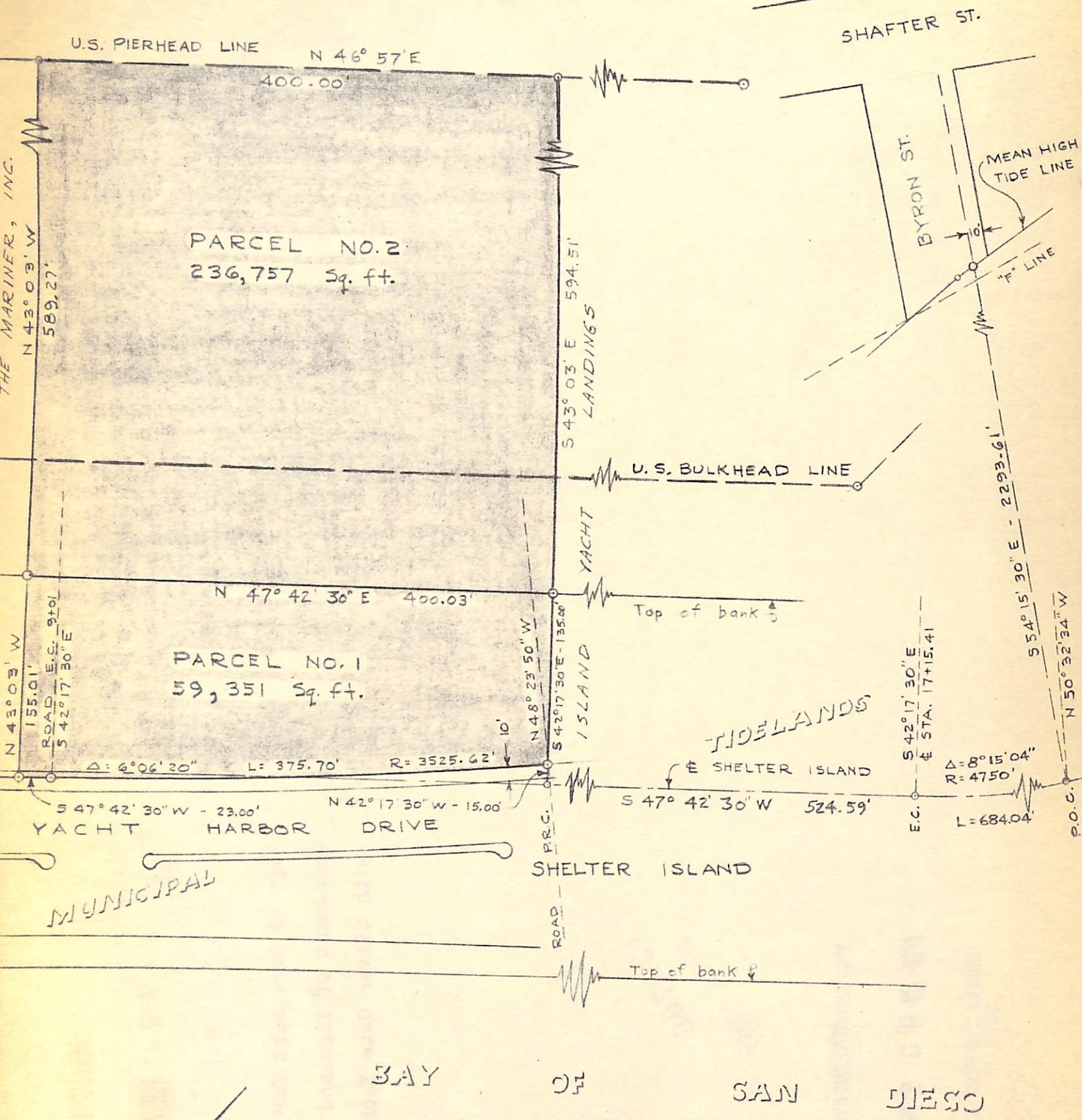
DATE: NOV. 28, 1956.

SCALE: 1" = 100'

DRAWING NO.

479-B

SAN DIEGO MUNICIPAL YACHT HARBOR



NOTE: Lease area shown shaded.

DRAWN BY Stefanson
 CHECKED BY N.S. Krooskos
 REFERENCES
 APPROVED BY

 CHIEF ENGINEER

CITY OF SAN DIEGO • HARBOR DEPARTMENT
 MUNICIPAL TIDELAND LEASE
 SILVERGATE YACHT CLUB
 EXHIBIT "B"

DATE: NOV. 28, 1956.
 SCALE: 1" = 100'
 DRAWING NO.
479-B

550711

DOCUMENT NO. _____

FILED APR - 3 1957

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Copy of Agreement for
Amendment of Tideland Lease
with Silver Gate Yacht Club.

138706

APR 4 1957

SAN DIEGO, CALIFORNIA

APR 3 9 18 AM 1957

RECEIVED
CITY CLERK'S OFFICE