

District Staff Summary of
DRISCOLL'S WHARF Coastal Development Permit + Lease

Year	CDP/CDP-A	Lease/Lease Amendment
1980	<p><i>Coastal Development Permit (CDP)</i> ("Development Permit F9147," approved by Coastal Commission on 7/25/80) - <i>Original Project Name:</i> North Harbor Landing - <i>Applicant:</i> North Harbor Landing - Predated Coastal Commission certification of Port Master Plan</p> <p><i>Synopsis of CDP:</i> Construction of commercial fishing complex consisting of five, two-story building containing warehouse, retail commercial, office, restaurant, and commercial fishing support facilities. All retail commercial and office space for sales and service facilities is to be directly related to the commercial fishing industry. All leased storage space is for active commercial fishermen. Reserved slips are only for active commercial fishermen. Restaurant capacity shall not exceed 150.</p>	None
1983	None	<p><i>Original lease</i> (dated 5/17/83; Clerk Doc No. 15918) <i>Lessee:</i> North Harbor Landing, Ltd.</p> <p><i>Synopsis of Lease:</i> <i>Paragraph 3 ("USE"):</i> Lessee agrees that the leased premises shall be used only and exclusively for mooring of fishing boats; storage of fishing gear; wholesale and retail fish sales; restaurant and cocktail lounge; retail sales of merchandise related to the fishing industry; mini-mart/deli; boat sales; and offices for maritime-oriented businesses and for no other purposes whatsoever without the written consent of Lessor, evidenced by resolution, first had and obtained. Lessee further agrees that only bona fide active fishing boats shall be permitted to moor on the leased premises. A bona fide active fishing boat is (a) a boat that is used in fishing and produces a minimum of Ten Thousand Dollars (\$10,000) per year (which amount can be increased by resolution from time to time by Lessor) in California Department of Fish and Game tickets or (b) a boat that is involved in at least sixty (60) actual days of fishing in a bona fide commercial</p>

		<p>fishery or (c) a boat that meets Lessor's definition which may be established from time to time for this Lease by Lessor but shall not be more stringent than the definition that Lessor uses for boats utilizing Lessor's G Street Mole fishing boat facilities. Lessee may, however, permit a maximum of ten percent (10%) of its berths to be occupied by fishing boats that are not active for one fishing season because they are undergoing extensive repairs. Lessee also agrees that a minimum of 5,083 linear feet of mooring space shall be available at all times for mooring bona fide active fishing boats; a minimum of 19,800 square feet of paved area shall be available at all times for fishing net repair and other fishermen activities; and a minimum of sixty (60) automobile parking spaces shall be available at all times for fishing boat owners and employees through reserved parking spaces, permit parking and/or exclusive gate-controlled area.</p>
<p>1984</p>	<p><i>Amendment to CDP (A-181-80(A2), approved by Coastal Commission on 6/29/84)</i></p> <p><i>Synopsis of Amendment:</i> Revisions to previously approved site, building, and floor plans which will result in changes to the areas designated for commercial fishing industry uses, changes to a net repair area/public access walkway, provision of additional net repair area, and deletion of one building. Uses on site are still to be related to the commercial fishing industry.</p>	<p><i>1st Lease Amendment (dated 8/14/84; Clerk Doc No. 17295)</i> <i>Lessee: San Diego Fisherman's Marina</i></p> <p><i>Synopsis of Lease Amendment:</i> Paragraph 3 ("USE") of the lease is amended to add the following: The restaurant and cocktail lounge shall not contain more than 150 seats and no open-air seating shall be allowed.</p>
<p>1986</p>	<p><i>Immaterial Amendment to CDP (A-181-80-A4, approved by Coastal Commission on 8/14/86)</i></p> <p><i>Synopsis of Amendment:</i> Revisions to previously approved uses to allow a maximum of 12 seats at future fish market in Building A. Uses on site are still to be related to the commercial fishing industry.</p> <p>-----</p> <p><i>Immaterial Amendment to CDP (A-181-80-A6, approved by Coastal Commission on 8/1/86)</i></p>	<p><i>2nd Lease Amendment (dated 10/30/86; Clerk Doc No. 20045)</i> <i>Lessee: San Diego Fisherman's Marina</i></p> <p><i>Synopsis of Lease Amendment:</i> Delete Paragraph 3 ("USE") in its entirety and replace with the following: USE: Lessee agrees that the leased premises shall be used only and exclusively for mooring of fishing boats; storage of fishing gear; a restaurant and cocktail lounge having a maximum of 150 seats with open-air seating being expressly prohibited; wholesale and retail fish sales with a maximum of 12 restaurant seats in conjunction with one retail fish sales operation; retail sales of merchandise related to the fishing industry; mini-mart/deli; boat sales;</p>

	<p><i>Synopsis of Amendment:</i> Revisions to previously approved uses to allow for temporary berthing of boats which do not qualify as “commercial fishing vessels” under terms of the original permit. Temporary tenancy would be terminated upon 72 hours notice when qualifying commercial fishing vessels desire berthing. Other uses on site are still to be related to the commercial fishing industry.</p> <p>-----</p> <p><i>Amendment to CDP (A-181-80-A3, A7, A8), approved by Coastal Commission on 11/13/86)</i></p> <p><i>Synopsis of Amendment:</i> Revisions to previously approved uses to change commercial fishing storage space in Building C-D to tenant storage and retail/office use; change approved Building E and allow office use on second floor of Building E; and, revise approved site plan to reduce number of parking spaces from 200 to 193. With the exception of different uses allowed temporarily per Amendment A6, other uses on site are still to be related to the commercial fishing industry.</p>	<p>and offices for maritime-oriented businesses and for no other purposes whatsoever without the written consent of Lessor, evidenced by resolution, first had and obtained. Lessee further agrees that, except as provided herein, only bona fide active fishing boats shall be permitted to moor on the leased premises. A bona fide active fishing boat is (a) a boat that is used in fishing and produces a minimum of Ten Thousand Dollars (\$10,000) per year (which amount can be increased by resolution from time to time by Lessor) in California Department of Fish and Game tickets or (b) a boat that is involved in at least sixty (60) actual days of fishing in a bona fide commercial fishery or (c) a boat that meets Lessor's definition which may be established from time to time for this Lease by Lessor but shall not be more stringent than the definition that Lessor uses for boats utilizing Lessor's G Street Mole fishing boat facilities. Lessee may, however, permit a maximum of ten percent (10%) of its berths to be occupied by fishing boats that are not active for one fishing season because they are undergoing extensive repairs. Lessee also agrees that a minimum of 5,083 linear feet of mooring space shall be available at all times for mooring bona fide active fishing boats; a minimum of 19,800 square feet of paved area shall be available at all times for fishing net repair and other fishermen activities; and a minimum of sixty (60) automobile parking spaces shall be available at all times for fishing boat owners and employees through reserved parking spaces, permit parking and/or exclusive gate-controlled area. In the event Lessee has available mooring space in excess of the number necessary to accommodate all bona fide fishing vessels and fishing vessels under repair which request mooring space, Lessee may rent such excess mooring space to other vessels on a temporary basis subject to the following condition:</p> <p>The occupancy of any mooring by a non-bona fide fishing vessel shall be terminated on seventy-two (72) hours notice by Lessee when mooring is requested by a bona fide fishing vessel.</p> <p>B. Paragraph 41 of said Lease is amended by adding the following sentence at the end of the paragraph:</p>
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		Mooring space rents for temporary occupancy of excess mooring space by non-bona fide fishing vessels, as provided in paragraph 3 shall not be subject to the limitations of rates as contained in this paragraph 41.
1988	<p><i>Amendment to CDP (A-181-80(A9), approved by Coastal Commission on 1/13/88)</i></p> <p><i>Synopsis of Amendment:</i> Deletion of previously approved “fish market” designation for a portion of ground floor of Building A. Allowable uses for currently occupied portion of ground floor of Building A would be limited to commercial fishing/marine related uses; and, currently vacant portion would continue to be limited to “fish market.” With the exception of different uses allowed temporarily per Amendment A6, other uses on site are still to be related to the commercial fishing industry.</p>	None
1992	None	<p><i>3rd Lease Amendment (dated 12/22/92; Clerk Doc No. 29243)</i></p> <p><i>Lessee: San Diego Fisherman’s Marina; Driscoll Marina, Ltd. assumed lease on 12/16/92 (Clerk Doc No. 29250)</i></p> <p><i>Synopsis of Lease Amendment:</i> Delete Paragraph 3 (“USE”) and replace with the following: USE: Lessee agrees that the leased premises shall be used only and exclusively for mooring of fishing boats; storage of fishing gear; a restaurant and cocktail lounge having a maximum of 150 seats with open-air seating being expressly prohibited; wholesale and retail fish sales with a maximum of 12 restaurant seats in conjunction with one retail fish sales operation; retail sales of merchandise related to the fishing industry; mini-mart/deli; boat sales; and offices for maritime-oriented businesses and for no other purposes whatsoever. This restriction on use of the leased premises absolutely prohibits a change in use. Lessee further agrees that, except as provided herein, only bona fide active fishing boats shall be permitted to moor on the leased premises. A bona fide active fishing boat is (a) a boat that is used in fishing and produces a minimum of Ten</p>

		<p>Thousand Dollars (\$10,000) per year (which amount can be increased by resolution from time to time by Lessor) in California Department of Fish and Game tickets or (b) a boat that is involved in at least sixty (60) actual days of fishing in a bona fide commercial fishery or (c) a boat that meets Lessor's definition which may be established from time to time for this Lease by Lessor but shall not be more stringent than the definition that Lessor uses for boats utilizing Lessor's "G" Street Mole fishing boat facilities. Lessee may, however, permit a maximum of ten percent (10%) of its berths to be occupied by fishing boats that are not active for one fishing season because they are undergoing extensive repairs. Lessee also agrees that a minimum of 5,083 linear feet of mooring space shall be available at all times for mooring bona fide active fishing boats; a minimum of 19,800 square feet of paved area shall be available at all times for fishing net repair and other fishermen activities; and a minimum of sixty (60) automobile parking spaces shall be available at all times for fishing boat owners and employees through reserved parking spaces, permit parking and/or exclusive gate-controlled area. In the event Lessee has available mooring space in excess of the number necessary to accommodate all bona fide fishing vessels and fishing vessels under repair which request mooring space, Lessee may rent such excess mooring space to other vessels on a temporary basis subject to the following condition: The occupancy of any mooring by a non-bona fide fishing vessel shall be terminated on seventy-two (72) hours notice by Lessee when mooring is requested by a bona fide fishing vessel.</p>
1993	None	<p><i>4th Lease Amendment</i> (dated 5/6/94; Clerk Doc No. 31352) <i>Lessee:</i> Driscoll Marina, Ltd., dba Driscoll's Wharf</p> <p><i>Synopsis of Lease Amendment:</i> Temporarily reduced boat slip percentage rental rate to 16%.</p>
1994	None	<p><i>5th Lease Amendment</i> (dated 6/27/94; Clerk Doc No. 31485) <i>Lessee:</i> Driscoll Marina, Ltd., dba Driscoll's Wharf</p>

		<p><i>Synopsis of Lease Amendment:</i> Temporarily reduced boat slip percentage rental rate to 13.5%.</p>
1995	None	<p><i>6th Lease Amendment</i> (dated 3/17/95; Clerk Doc No. 32531) <i>Lessee:</i> Driscoll Marina, Ltd., dba Driscoll's Wharf</p> <p><i>Synopsis of Lease Amendment:</i> Extended temporary reduction in boat slip percentage rental rate of 13.5%, then raised it temporarily to 17.5%, through 10/31/97.</p>