

**AMENDMENT 2 TO PROPERTY USE AGREEMENT**

This AMENDMENT NO. 2 TO PROPERTY USE AGREEMENT, dated \_\_\_\_\_, 2025 ("Amendment") is entered into by and between the **CITY OF OCEANSIDE**, a municipal corporation ("City") and **MAINSTREET OCEANSIDE, INC.**, a California non-profit corporation ("Permittee").

**RECITALS**

WHEREAS, City and Permittee entered into a Property Use Agreement dated April 11, 2018 and Amendment No. 1 dated April 19, 2023 ("collectively "Agreement") to operate the Morning Farmers Market and the Sunset Market (collectively "Markets") in downtown area of the City of Oceanside, County of San Diego, State of California;

WHEREAS, City and Permittee desire that Permittee continue to utilize the Property to operate the Morning Farmers Market and the Sunset Market.

WHEREAS, City and Permittee are desirous of amending the Agreement for the addition of moveable protection barriers which shall provide additional safety to public, that will be purchased by City for use at Markets and City Events, under the terms and conditions of the Agreement and as provided in this Amendment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants, conditions and provisions contained herein, the parties hereto do mutually agree as follows:

1. **SECTION 5: SECURITY AND SAFETY**, Subsection 5.03. **Bollards**, is hereby deleted in its entirety and replaced with the following language:

**5.03 Protection Barriers.** Permittee is informed that the City intends to purchase moveable protection barriers (Barriers) to be placed at various access points within the Morning Farmers Market and the Sunset Market to prevent motor vehicle access to the Markets. City-owned barriers, transport trailer(s) and supporting accessories, herein after referred to as the "Barriers" will be stored at the City Operations Center ("COC") at 4927 Oceanside Boulevard, Oceanside, CA. City will contract with a third-party contractor (Meridian) to transport the Barriers and deploy to each access point of the Morning Farmers Market, then move to the west side of Coast Highway in the afternoon for the Sunset Market weekly, as necessary. Meridian will also return Barriers back to COC at closing of Sunset Market. Market access points may be changed from time to time as required for specific events. The City shall be responsible for the ongoing maintenance of the barriers, transport trailer(s) and supporting accessories.

Permittee shall be required to pay seventy-five percent (75%) of the cost of deployment of barriers to the Markets, which is estimated to be \$9,000 monthly and \$87,750 annually for the first year. Thereafter, the costs will be adjusted annually. The City will invoice Permittee on a

quarterly basis, in arrears, in the months of January, April, July and October. Permittee shall remit payment to City within fifteen days from invoice date for this service. Should City determine that additional barriers are needed to secure the Markets, MSO hereby agrees to share the increased deployment costs.

2. All other terms, conditions, covenants and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

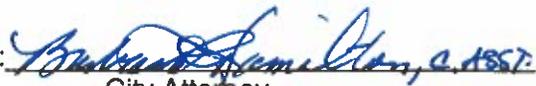
IN WITNESS WHEREOF the parties hereto for themselves, and their successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Amendment to be executed as of the date set forth above.

**“City”**

City of Oceanside, a municipal corporation

APPROVED AS TO FORM:  
City Attorney's Office

By: \_\_\_\_\_  
Jonathan Borrego, City Manager

By:  \_\_\_\_\_  
City Attorney

**“Permittee”**

MainStreet Oceanside, Inc.,  
a California non-profit corporation

By:  \_\_\_\_\_

Print Name: Angie Leonard

Title: Chief Executive Officer

**NOTARY ACKNOWLEDGMENT OF PERMITTEE'S SIGNATURE(S) MUST BE ATTACHED**

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Diego )

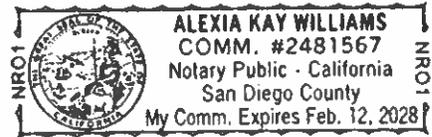
On March 27, 2025 before me, Alexia Williams,  
(here insert name and title of the officer)

personally appeared Angela Leonard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alexia Williams

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)  Signer(s) Thumbprint(s)  
 \_\_\_\_\_