

**AMENDMENT 1  
TO PROPERTY USE AGREEMENT**

THIS AMENDMENT 1 TO PROPERTY USE AGREEMENT ("Amendment") is made on \_\_\_\_\_, 2026 ("Effective Date"), by and between the City of Oceanside, a municipal corporation ("City") and Oceanside Beach Resort Owner, LLC, a California limited liability company ("Permittee").

**RECITALS**

WHEREAS, City and Permittee are parties to that certain Property Use Agreement dated May 19, 2021 ("Agreement") for lease of a storage unit and space for operating a beach services kiosk on the Strand within the South Plaza area, as more particularly described and identified in Exhibit "A" of the Agreement;

WHEREAS, City and Permittee are desirous of exercising the first of two five-year extension options, extending the term of the Agreement through May 31, 2031, at the City's calculated fair market rental rate.

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

**AGREEMENT**

1. **SECTION 2: TERM.** Subsection 2.01 Commencement is hereby deleted in its entirety and replaced with the following language:

2.01 Term. The term of this Agreement is for an additional five (5) years effective June 1, 2026 and terminating on May 31, 2031.

2. **SECTION 3: PROPERTY USE PAYMENT.** Subsections 3.01 Time and Place of Payment and 3.02.b Initial Minimum Monthly Property Use Payment are hereby deleted in their entirety and replaced with the following language:

3.01 Time and Place of Payment. The Permittee shall make all payments monthly in advance on or before the first (1<sup>st</sup>) day of each calendar month. Check payments should be made payable to the "City of Oceanside" and delivered to: City of Oceanside, Central Cashier, 300 N. Coast Highway, Oceanside, CA 92054. The place and time of payment may be changed at any time by City upon thirty (30) days written notice to Permittee. Permittee assumes all risk of loss and responsibility for late payment charges. Permittee agrees to pay City an additional Thirty and No/100 dollars (\$30.00) for any returned check which is not honored by the financial institution from which the check is drawn.

3.02 Initial Property Use Payment

b. Initial Minimum Monthly Property Use Payment. Subject to Section 3, the minimum annual property use payment for the first (1<sup>st</sup>) year of the extended term of this Agreement shall be Seventeen Thousand Four Hundred and No/100 Dollars (\$17,400.00), which shall be payable monthly in advance at the rate of One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00) on or before the first (1<sup>st</sup>) day of each new month.

3. 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. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the full performance of this Amendment.

**CITY**

THE CITY OF OCEANSIDE

APPROVED AS TO FORM


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

By:  Paul D. Hamilton, C.A.S.S.T.  
City Attorney

Date: \_\_\_\_\_

**PERMITTEE**

OCEANSIDE BEACH RESORT OWNER, LLC

By:  \_\_\_\_\_  
Name: Jay N Itzkowitz  
Title: Vice President

Date: 8 May 2026

**NOTARY ACKNOWLEDGMENTS OF PERMITTEE SIGNATURE(S) MUST BE ATTACHED**