

AMENDMENT NO. 6 TO PERCENTAGE PROPERTY LEASE AGREEMENT

This AMENDMENT NO. 6 TO PERCENTAGE PROPERTY LEASE AGREEMENT is made this ____ day of _____ 2025 ("Amendment"), by and between the CITY OF OCEANSIDE, ("CITY") and CHARLES ANDERSON and JENNIFER MOYER, DBA BUCCANEER BEACH CLUB, hereinafter called ("LESSEE").

RECITALS

WHEREAS, CITY and LESSEE entered into a Percentage Property Lease Agreement dated September 8, 2010, Amendment 1 dated March 4, 2015, Amendment 2 dated April 11, 2018, Amendment 3 dated March 24, 2021, Amendment 4 dated March 23, 2022 and Amendment 5 dated March 22, 2023 (collectively "Agreement"), for lease of real property located at Buccaneer Beach Park, in the City of Oceanside, County of San Diego, State of California, commonly known as Buccaneer Beach Club, 1508 South Pacific Street.

WHEREAS, City has been performing a Project Study for Park Improvements of Restrooms and Park therefore, CITY and LESSEE are desirous of extending the term of the Agreement for an additional two (2) years under the same terms and conditions at the CITY's calculated fair market property lease payment 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**, Subsections 2.01 and 2.02 are hereby deleted in their entirety and replaced with the following language:

2.01 Term. The term of this Agreement, having commenced on September 8, 2010, is extended for two (2) years effective **April 1, 2025 and terminating March 31, 2027**.

2.02 Extension of Term. LESSEE may request an additional extension of this Agreement for a **one (1)-year term** under the same terms and conditions of this Agreement, which may be extended at the sole discretion of the CITY. Rent shall be at the CITY's calculated fair market rental rate of similar businesses, provided that the LESSEE is not in default or breach of any term, condition, or covenant of this Agreement.

The LESSEE may request not more than one (1) one-year extension of term by providing the CITY with its written request no later than **ninety (90) days** prior to the expiration of the term of this Agreement. The City Manager shall notify the LESSEE not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the Oceanside City Council, at which time the CITY shall provide LESSEE with CITY's calculated fair market rent value and rental amount which the CITY is willing to accept for LESSEE's use and occupation of the PREMISES during the extension term. In no event shall the rental rate be less than that required during the preceding annual term. CITY's failure to provide the new rental amount

within said timeframe shall not defeat CITY's ability to make adjustments to the rental rate. Recommendation by the City Manager does not constitute CITY approval of the extension request. The City Manager in his capacity as the CITY's authorized representative, shall, in his sole discretion, have the authority to deny any such request. Any such denial shall be sent to LESSEE not later than **thirty (30) days** from receipt of the request for extension.

The City Council, at its sole discretion, may approve or deny the extension of the term of this Agreement. In the event the City Council is unable to consider the extension request in sufficient time as to provide LESSEE with **thirty (30) days** notice of termination in the case of denial, the Agreement shall be extended for a period not to exceed **thirty (30) days**, to allow for such thirty (30) day notice of termination.

In no event shall the term of this Agreement be extended in excess of **one (1) year** beyond the expiration of the term of this Agreement without the mutual agreement of the parties and prior approval of the CITY.

2. **SECTION 3: RENT**, Subsection 3.02b **Initial Minimum Rent Amount** is hereby deleted in its entirety and replaced with the following language:

b. Minimum Rent Amount. The minimum rent amount beginning April 1, 2025 shall be One Thousand Two Hundred and One Dollars (**\$1,201**), per month. Beginning September 1, 2025, the minimum annual rent amount shall be adjusted pursuant to subsections 3.02c-3.02e of Section 3: RENT, and shall be payable monthly in advance on or before the first 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 original Agreement and this Amendment, the terms of this Amendment shall control.

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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

City of Oceanside, a Municipal Corporation

Date _____

By _____

Name: Jonathan Borrego

Title: City Manager

APPROVED AS TO FORM:

By 
City Attorney

LESSEE

Charles Anderson and Jennifer Moyer, dba Buccaneer Beach Club

Date 3/24/28

By 
Charles Anderson

Date 3/24/25

By 
Jennifer Moyer

NOTARY ACKNOWLEDGMENTS OF LESSEE'S SIGNATURE 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)

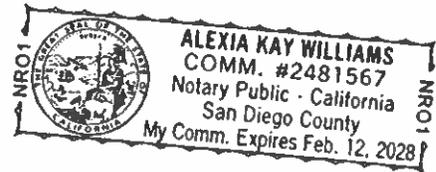
On March 24, 2025 before me, Alexia Williams,
(here insert name and title of the officer)

personally appeared Charles Anderson and Jennifer Moyer

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)
