

Permittee Original
Document No. 20-D0334-1
06/17/2020 (012)

AMENDMENT NO. 1 TO PROPERTY USE AGREEMENT

This AMENDMENT NO. 1 TO PROPERTY USE AGREEMENT is made this 17th day of June 2020 ("Amendment"), by and between the CITY OF OCEANSIDE, ("CITY") and WEST COAST TOMATO GROWERS, LLC, hereinafter referred to as ("PERMITTEE").

RECITALS

WHEREAS, CITY and PERMITTEE entered into a Property Use Agreement ("Agreement") dated September 16, 2015, for use of 9.2 acres of vacant land more particularly described as being a portion of Lot 3 of the partition of Rancho Guajome ("PREMISES") situated in the City of Oceanside, County of San Diego, State of California; and

WHEREAS, CITY and PERMITTEE are desirous of extending the term of the Agreement for an additional five (5) years under the terms and conditions of the Agreement at the CITY's calculated fair market 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. Commencement is hereby deleted in its entirety and replaced with the following language:

2.01 Term. The term of this Agreement for the PREMISES, is for an additional five (5) years effective **July 1, 2020 and terminating June 30, 2025.**

2. **SECTION 3: PROPERTY USE PAYMENT**, Subsection 3.02. Initial Minimum Annual Property Use Payment is hereby deleted in its entirety and replaced with the following language:

3.02 Initial Minimum Annual Property Use Payment. The minimum annual property use payment for the first (1st) year of the extended term of this Agreement shall be **Four Thousand Sixty Dollars (\$4,060.00)** which shall be payable annually on or before the first (1st) day of July, without demand or invoice. For the convenience of this Agreement, minimum annual property use payment may be referred to as "Rent".

REMAINDER OF PAGE SHALL BE LEFT BLANK

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.

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

Date 6/18/20

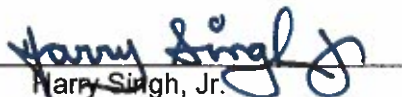
By 
Name: Deanna Lorson
Title: City Manager

APPROVED AS TO FORM:

By 
City Attorney

PERMITTEE
WEST COAST TOMATO GROWERS, LLC

Date 5/29/20

By 
Harry Singh, Jr.
PRESIDENT

Date _____

By _____
Name: _____

NOTARY ACKNOWLEDGMENTS OF PERMITTEE'S SIGNATURES MUST BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

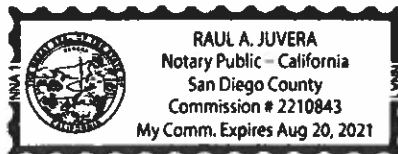
State of California)

County of SAN DIEGO)On 05-29-2020 before me, RAUL JUVERA NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared HARRY L. SINGH JR.
Name(s) of Signer(s)

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 Raul Juvera
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____