

AMENDMENT 2 TO PROPERTY USE AGREEMENT

THIS AMENDMENT 2 TO PROPERTY USE AGREEMENT ("Amendment") is made on _____, 2025 ("Effective Date"), by and between the City of Oceanside, a municipal corporation ("City") and West Coast Tomato Growers, Inc. ("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 entered into Amendment No. 1 to Property Use Agreement, dated June 17, 2020, which extended the term of the Agreement through June 30, 2025; and

WHEREAS, City and Permittee are desirous of extending the term of the Agreement for three (3) years, through June 30, 2028, and providing Permittee with one (1) additional three-year extension option, and updating the insurance requirements.

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 and 2.02 Extension of Term are hereby deleted in their entirety and replaced with the following language:

2.01 Term. The term of this Agreement shall be extended for an additional three (3) years, effective July 1, 2025 and terminating June 30, 2028.

2.02 Extension of Term. The Permittee may request an extension of the term of this Agreement for one (1) additional term of three (3) years, under the terms and conditions of this Agreement at the City's calculated fair market property use payment rate of similar businesses and or services, provided that the Permittee is not in default or breach of any term, condition, or covenant of this Agreement. Any extension must be approved by the City Council.

The Permittee may request an extension of the term of this Agreement provided that written notice from Permittee is received by the Real Estate Manager no later than ninety (90) days prior to the expiration of the term of this Agreement. The option to extend is not automatic and will be decided by the City. The City Manager or Real

Estate Manager shall notify the Permittee not later than sixty (60) days after receipt of such request whether such request will be recommended to the City Council for approval, at which time the Real Estate Manager shall provide Permittee with City's calculated fair market rent property use payment rate value and rental amount which the City is willing to accept for Permittee's use and occupation of the Premises during the extension term. In no event shall the property use payment rate be less than that required during the preceding annual term. The Real Estate Manager's failure to provide the new rental amount within said timeframe shall not defeat City's ability to make adjustments to the property use payment rate. Recommendation by the City Manager does not constitute City approval of the extension request. The City Manager in its capacity as the City's authorized representative, shall, in its sole discretion, have the authority to deny any such request. Any such denial shall be sent to Permittee not later than sixty (60) 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 renewal request in sufficient time as to provide Permittee 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.

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 **Six Thousand Dollars (\$6,000.00)** 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".

3. **SECTION 5: INSURANCE**, Subsection 5.02a. Insurance is hereby deleted in its entirety and replaced with the following language:

5.02 Insurance. Permittee shall take out and maintain at all times during the term of this Agreement the following insurance at its sole expense:

a. Permittee shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$2,000,000
General Aggregate	\$3,000,000

4. 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

APPROVED AS TO FORM

By: _____
Jonathan Borrego
City Manager

By: *Robert J. Hamilton, Esq.*
City Attorney

Date: _____

PERMITTEE

West Coast Tomato Growers, Inc.

By: *Harry Singa, Jr.*

Name: HARRY SINGA, JR.

Title: PRESIDENT

Date: 4/16/25

NOTARY ACKNOWLEDGMENTS OF LESSEE'S SIGNATURE(S) MUST BE ATTACHED

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

} S.S.

On April 16th, 2025, before me, Shawn Trevor Green, a Notary Public personally appeared Harry Singh Jr.

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



(Seal)

