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**FIRST AMENDMENT TO LICENSE AGREEMENT**  
**(I-805 / Carroll Canyon Road (APNs 343-130-09-00, 343-130-12-00))**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("**First Amendment**") by and between THE SAN DIEGO ASSOCIATION OF GOVERNMENTS, a California joint powers agency ("**Licensee**"), and THE CITY OF SAN DIEGO, a California municipal corporation ("**City**"), is made effective as of the date this First Amendment is executed by Licensee. City and Licensee are sometimes referred to in this First Amendment, each individually, as a "**Party**" or, collectively, as the "**Parties.**" This First Amendment is entered into by City and Licensee with reference to the following recited facts ("**Recitals**"):

RECITALS:

A. City and Licensee entered into that certain License Agreement dated April 2, 2024 ("**License Agreement**"), whereby City licenses that portion of certain real property located at Assessor Parcel Numbers 343-130-09-00 and 343-130-12-00, in the southwest quadrant of the I-805 / Carroll Canyon Road interchange in the City, on a non-exclusive basis solely for the Permitted Use.

B. By this First Amendment, City and Licensee desire to amend the License Agreement to reflect a change in the location of the License Area.

C. Unless otherwise defined herein, capitalized terms in this First Amendment shall have the same meanings given to them in the License Agreement.

NOW, THEREFORE, CITY AND LICENSEE AGREE, AS FOLLOWS:

AGREEMENT:

1. Change in License Area. The photograph in Exhibit A of the License Agreement is deleted and replaced with the following:



2. Confirmation of Agreement. The License Agreement, as amended by this First Amendment, is in all respects confirmed and all the terms, provisions, and conditions of the License Agreement, as amended by this First Amendment, shall be and remain in full force and effect.

3. Incorporation of Recitals. The Recitals are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.

4. Entire Agreement. The License Agreement, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the License Agreement, as so amended.

5. Counterparts. This First Amendment may be signed by the respective authorized representatives of the Parties in multiple counterpart originals (including electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.

6. Governing Law. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this First Amendment, without application of conflicts of laws principles or statutes.

7. Binding on Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

8. No Other Representations or Warranties. Except as expressly set forth in this First Amendment, no Party makes any representation or warranty material to this First Amendment to any other Party.

9. Incorporation of Defined Terms. All terms, phrases, or words indicated to be defined terms by initial capitalization in this First Amendment that are not specifically defined in this First Amendment (if any) shall have the meaning ascribed to the same term, phrase, or word in the License Agreement.

10. Electronic Signatures. The Parties agree: (a) to deliver and accept signatures on this First Amendment by e-mail, or electronic means (including digital signatures); and (b) that signatures delivered by e-mail, or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

*[Remainder of page intentionally blank. Signatures appear on immediately following page.]*

**SIGNATURE PAGE  
TO  
FIRST AMENDMENT TO  
LICENSE AGREEMENT**

City and Licensee sign and enter into this First Amendment, by and through the signatures of their respective authorized representatives, as follows:

**CITY:**

The City of San Diego, a California municipal corporation

By:   
Lucy Contreras, Deputy Director  
Department of Real Estate and Airport  
Management

Date: Aug 13, 2024

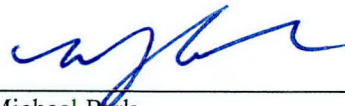
**LICENSEE:**

The San Diego Association of Governments, a California joint powers agency

By: Omar Atayee Jul 31, 2024  
Omar Atayee, Acting Director of Engineering  
and Construction

APPROVED AS TO FORM ON:

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MARA W. ELLIOTT  
City Attorney

By:  8/13/24  
Michael Park  
Deputy City Attorney

APPROVED AS TO FORM ON

By:  Jul 31, 2024  
Ryan Kohut (Jul 31, 2024 08:37 PDT)  
Ryan Kohut  
Senior Legal Counsel