

**FIRST AMENDMENT TO
PERMIT TO ACCESS PRIVATE PROPERTY**

THIS FIRST AMENDMENT TO PERMIT TO ACCESS PRIVATE PROPERTY ("First Amendment") is made and entered into by and between **ATLAST WOOD PRODUCTS, INC.**, and **MORENO PALLETS, INC.**, (collectively the "**Property Owner**") and the **City of San Diego** ("**City**"), to be effective when signed by the parties and approved by the San Diego City Attorney (the "**First Amendment Effective Date**").

RECITALS:

A. Property Owner and City entered into that certain PERMIT TO ACCESS PRIVATE PROEPRTY effective on March 17, 2017 (the "Permit"), whereby Property Owner agreed to grant to City, its agents, employees, consultants and contractors, permission to enter upon the Property for the sole purpose of using the Road for ingress and egress to access City-owned property to the west of the Property and to install a gate with a City lock.

B. The Project was estimated in the Permit to take one (1) week of frequent use of the Road once use of the Road commences.

C. The Project now requires an additional seven (7) weeks of frequent use of the Road. By this First Amendment, Property Owner and City desire to amend the Permit as provided herein.

E. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Permit.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

1. Paragraph 4 of the Permit is deleted in its entirety and replaced with the following new Paragraph 4:

"4. As of the First Amendment Effective Date, City has paid Property Owner and Property Owner has received from City \$2,500, which represents the full amount owed to the Property Owner for one (1) week of frequent use of the Road and three (3) years of intermittent use of the Road as authorized by this Permit. As of the First Amendment Effective Date, City has paid Property Owner and Property Owner has received from City \$2,500.00, which represents the full amount owed to the Property Owner for the additional seven (7) weeks of frequent use of the Road as authorized by this Permit."

2. Paragraph 6 of the Permit is deleted in its entirety and replaced with the following new Paragraph 6:

"6. City agrees to give Property Owner notice at least one (1) week prior to the estimated commencement of City's use of the Road; said use is currently scheduled to commence approximately February 2018. Currently, the Project contemplates an approximate eight (8) weeks of frequent use of the Road once use of the Road commences and thereafter intermittent use for three (3) years, through approximately December 31, 2021, in order to perform required maintenance on the City-owned property. City shall provide Property Owner with contact information for City's Resident Engineer, and any onsite contractor(s), prior to commencement of City's use of the Road."

3. No Further Modification. Except as set forth in this First Amendment, all of the terms and provisions of the Permit shall remain unmodified and in full force and effect. Upon the First Amendment Effective Date, all references to the "Permit" shall refer to the Permit as amended by this First Amendment.

*****REMAINDER OF THIS PAGE LEFT BLANK*****

IN WITNESS WHEREOF, this First Amendment has been executed to be effective as of the First Amendment Effective Date by:

Date: 1/16/18

ATLAS WOOD PRODUCTS, INC., a California
Limited Liability Company

BY: [Signature]

Name: Ramiro Franco

Title: Owner

Date: 1/16/18

MORENO PALLETS, INC.

BY: [Signature]

Name: SAUL MORENO

Title: OWNER

Date: 1/17/18

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: [Signature]

Name: CYBEL THOMPSON

Title: DIRECTOR, RCR

Approved as to form this 18th day of January, 2018

MARA W. ELLIOT, City Attorney

By: [Signature]
Hilda R. Mendoza
Deputy City Attorney