

FIRST AMENDMENT TO PERMIT

THIS FIRST AMENDMENT TO PERMIT dated, for reference purposes only, this 7th day of November 2002 between the City of San Diego, a California municipal corporation ("City"), and the San Diego Gas & Electric Company, ("Permittee").

RECITALS

A. The parties entered into a use and occupancy permit dated September 26, 1988 ("the Permit"), wherein City granted to San Diego Gas & Electric Company the use of that certain real property known as 600 square feet of building area located at Mt. Woodson off of highway 67 in Ramona, California, and more specifically described in the attached Exhibit A.

B. The Permit is in full force and effect, and neither Permittee nor City has actual knowledge of any default or breach by the other under the Permit.

C. The parties now desire to amend the Permit dated September 26, 1988 as provided in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, City and Permittee hereby agree as follows:

ARTICLE ONE - AMENDMENTS

1. Generator Maintenance and Repairs: Paragraph 16 of the Permit will be amended to delete the existing language and add the following: Permittee has purchased a new onsite generator for its use of supplying standby energy and will be solely responsible for the maintenance and operations costs of the new generator. The City will assume ownership of the existing onsite generator and will be solely responsible for the maintenance and operations costs of the existing generator. Therefore, Permittee is hereby relieved of all costs associated in operating and maintaining the existing onsite generator.

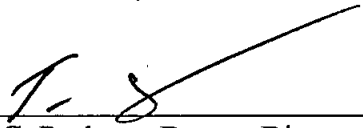
ARTICLE TWO

1. The Permit, as hereby amended by this First Amendment, represents the complete and final understanding of the parties with respect to the subject matter of the Permit. No further modification or amendment of the Permit shall be effective unless set forth in a written instrument executed by a duly authorized representative of the parties hereto. This is an integrated agreement.

2. The effective date of this First Amendment will be November 15, 2002.

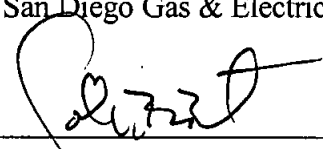
IN WITNESS WHEREOF, this First Amendment is executed by City, acting by and through its City Manager, and by Permittee, acting by and through its lawfully authorized officers.

CITY OF SAN DIEGO, a California municipal Corporation

By: 

Tim C. Rothans, Deputy Director
Real Estate Assets Department

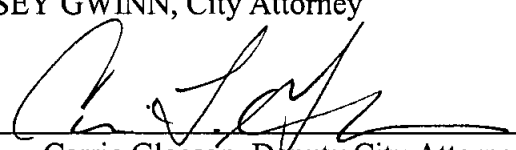
PERMITTEE: San Diego Gas & Electric Company

By: 

John B. Burton
Land Management Manager

APPROVED AS TO FORM AND LEGALITY, this 12th day of March, 2003.

CASEY GWINN, City Attorney

By: 

Carrie Gleeson, Deputy City Attorney