



Real Estate Assets Department
SDC003

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



**FIRST AMENDMENT TO
CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT**

THIS FIRST AMENDMENT TO CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("First Amendment") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SCRIPPS LA MESA STORAGE, L.P., a California limited partnership ("PERMITTEE"), to be effective **OCTOBER 1, 2006** (the "Effective Date"), upon execution by the parties and approval by the San Diego City Attorney, as follows:

RECITALS

- A. CITY and PERMITTEE are parties to that certain CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") dated July 21, 2006.
- B. Under the Permit, PERMITTEE currently occupies the "Permit Area," comprising approximately 7.6 acres of CITY-owned land along Copley Drive, as fully defined in the Permit.
- C. PERMITTEE would like to expand the Permit Area to include approximately two additional acres, for a total Permit Area of approximately 9.6 acres, as set forth in the attached Revised Exhibit A.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Permit Fee. Section 5. Permit Fee of the Permit shall be replaced with the following:

"5. Permit Fee. PERMITTEE shall pay rent during the Term in accordance with the following rent schedule, which reflects a five percent (5%) annualized rent escalation:

First Permit Year	\$ 31,363 per month
Second Permit Year	\$ 32,931 per month
Third Permit Year	\$ 34,578 per month"

Permit Section 5.01, Delinquent Rent, and Permit Section 5.02, Time and Place of Rent Payment, shall remain in full force and effect.

- 2. Exhibit A. Exhibit A to the Permit shall be replaced with Revised Exhibit A, dated August 30, 2006, attached hereto and incorporated herein.
- 3. Balance Unchanged. Except as provided herein, all other terms of the Permit shall remain in full force and effect.

4. Authority to Contract. Each individual executing this First Amendment on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this First Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this First Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First Amendment on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid.

IN WITNESS WHEREOF, this First Amendment is executed to be effective as of the Effective Date.

Date: 9/28/06

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: [Signature]

Name: S.F. BARWICK

Title: DIRECTOR - READ

Date: 9-22-06

SCRIPPS LA MESA STORAGE, L.P., a
California limited partnership

BY: [Signature]

Name: SUSAN WAGNER

Title: OWNER

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

THIS ACTIVITY IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO
STATE CEQA GUIDELINES, SECTION _____.

Date: 9-27-06

BY: [Signature]

Name: NICOLE A. MCGINNIS

Title: SENIOR PLANNER

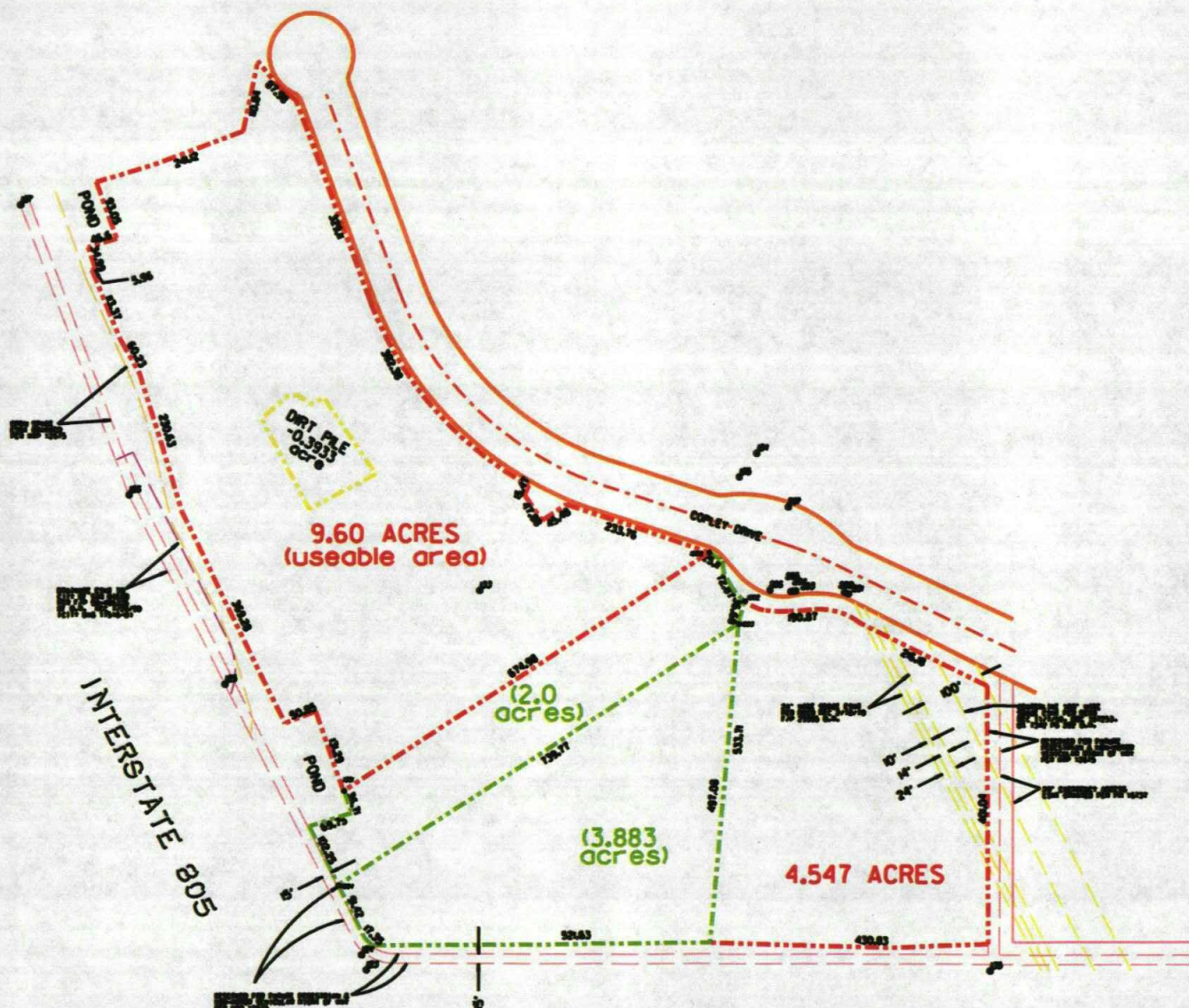
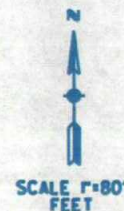
APPROVED AS TO FORM AND LEGALITY:

Date: 9/28/06

MICHAEL J. AGUIRRE, City Attorney

BY: [Signature]

Brock L. [Signature], Deputy City Attorney



Surveyors Note:
External property boundary was
calculated per survey project:
Water Operations Center, Property
Boundary, Copley Drive, U.S. 805, 1/3/99, 244-118

Lease Areas confined to within
fenced areas and based on acreage
requested on 9/22/05

CITY OF SAN DIEGO		
ENGINEERING & CAPITAL PROJECTS		
SURVEY FIELD NOTES		
COPLY DRIVE LEASE AREAS		
Date: 9/22/05	Drawn: J. W. 2	Drawn: J. W. 2
By: J. W. 2	Check: J. W. 2	Check: J. W. 2
Scale: 1"=80'	Scale: 1"=80'	Scale: 1"=80'
Sheet: 1 of 2	Sheet: 1 of 2	Sheet: 1 of 2