



Real Estate Assets Department
SDC003

M407WM 006 A00

ALLAN COMPANY

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



SECOND AMENDMENT TO RIGHT OF ENTRY PERMIT

CITY OF SAN DIEGO AND ALLAN COMPANY

This Second Amendment to Right of Entry Permit ("PERMIT") is entered into between the City of San Diego ("CITY") and Allan Company ("PERMITTEE") with reference to the following Recitals:

- A. WHEREAS, CITY AND PERMITTEE entered into an agreement effective November 13, 2006, which is cancelable with 180 day written notice by the City pursuant to Section 4 of the PERMIT.
- B. WHEREAS, pursuant to the terms of the PERMIT, LESSEE currently occupies approximately 3.88 acres of the permitted premises, pursuant to Section 1 of the PERMIT.
- C. WHEREAS, PERMITTEE has requested by First Amendment to the Right of Entry Permit an expansion of the Permitted Premises from 3.883 to 4.547 acres, the Permit Fee increased from \$16,901.28 per month to \$19,806.73 per month.
- D. WHEREAS, PERMITTEE has requested a reduction of the permitted premises from 4.547 acres to 2.274 acres, the Permit Fee is reduced from \$20,797.06 per month to \$10,399.00 per month effective August 1, 2008.

NOW, THEREFORE, in consideration of the above Recitals and the mutual obligations of the Parties as herein expressed, CITY and LESSEE agree to amend the PERMIT as follows:

- 1. Delete Section 5, Permit Fee, and replace it with the following:
 - 5. Permit Fee. PERMITTEE shall pay monthly rent during the Term in accordance with the following rent schedule, which reflects a five percent (5%) annualized rent escalation:

12/01/07 – 07-31-08	\$20,797.06
08/01/08 – 11/30/09	\$10,399.00
12/01/08 – 11/30/09	\$10,918.00

- 2. Add to the following Section 10(a):

Upon vacating the Permitted Premises, PERMITTEE shall leave the perimeter fence in place and the fence shall become property of the CITY.

- 3. Add Section 33 to the Right of Entry Permit as follows:

PERMITTEE acknowledges that its interest may be subject to a possible possessory interest tax that the County may impose on such interest and agrees

that any such tax shall be the liability of and paid by PERMITTEE before becoming delinquent.

4. Remove the existing Exhibit "A" and replace it with the attached Revised Exhibit "A" dated July 11, 2008.
5. Nothing in this Second Amendment is intended to modify or alter any other terms of the PERMIT. All other terms and conditions of the PERMIT shall remain in full force and effect.
6. This Second Amendment shall be effective on August 1, 2007.

IN WITNESS WHEREOF, this Second Amendment is executed by CITY, acting by and through its Mayor, and PERMITTEE, acting by and through its lawfully authorized officers.

CITY OF SAN DIEGO

Date: 9/10/08

By: [Signature]

PERMITTEE: ALLAN COMPANY

Date: 8/6/08

By: [Signature]

APPROVED AS TO FORM AND LEGALITY THIS DAY
OF _____, 2008.

MICHAEL AGUIRRE, City Attorney

Date: 9/16/08

By: [Signature]
Brock Ladewig, Deputy City Attorney
[Signature]

RN/cb
7-28-08

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