

**FIRST AMENDMENT
TO
USE AND OCCUPANCY PERMIT
(San Diego Canoe and Kayak Team)**

This First Amendment to Use and Occupancy Permit ("**First Amendment**") is dated as of December 21, 2021, for reference purposes only, and is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("**City**"), and SAN DIEGO CANOE AND KAYAK TEAM, a California non-profit public benefit corporation ("**Permittee**"). City and Permittee are sometimes referred to in this First Amendment, each individually, as a "**Party**" or, collectively, as the "**Parties**."

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, CITY AND PERMITTEE AGREE, AS FOLLOWS:

1. **Purpose.** The Parties entered into that certain Use and Occupancy Permit, effective March 1, 2020 ("**Permit**"). In the Permit, the "Permit Area" is approximately 6,315 square feet. The Parties now enter into this First Amendment solely to expand the Permit Area to approximately 7,875 square feet.

2. **Recital A Amendment.** Recital A of the Permit is amended to read in its entirety as follows:

CITY owns that certain real property on Fiesta Island adjacent to the Youth Camp and Aquatic Center that is approximately 7,875 to this Permit and incorporated into this Permit by this reference ("Permit Area").

3. **Exhibit A Amendment.** Exhibit A attached to the Permit is deleted in its entirety and replaced with Exhibit A attached to this First Amendment.

4. **Defined Term "Property" Amendment.** The defined term "Property" in the Permit shall mean and refer to the Permit Area.

5. **Monthly Permit Fee Calculation.** Notwithstanding anything to the contrary in the Permit, beginning on the date in the preamble of this First Amendment, calculation of the Monthly Permit Fee under Section 6 of the Permit will be based on the Permit Area estimated square footage of 7,875 square feet, regardless of the actual square footage of the Permit Area.

6. **Permittee Estoppels.** Permittee certifies the following to City as of the date of this First Amendment:

6.1. The Permit is in full force and effect, there have been no amendments, modifications, changes, or additions to the Permit since its execution, except as described in this First Amendment;

6.2. **Permittee is not in default under the Permit and no event has occurred that would constitute a default under the Permit by Permittee, without regard for any requirement to give notice or for the passage of time; and**

6.3. **There are no pending or threatened claims for personal injury, property damage, or otherwise against Permittee relating to the Permit or the Permit Area or the activities Permittee conducts pursuant to the Permit.**

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

8. **Entire Agreement.** The Permit, as amended by this First Amendment, represents the entire understanding between the Parties about the subject matter of the Permit, as so amended.

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

10. **Principles of Interpretation.** No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this First Amendment. The Parties participated substantially in the negotiation, drafting, and revision of this First Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term, or phrase defined in this First Amendment may be used in the singular, plural, past tense, or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this First Amendment. The words "include" and "including" in this First Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this First Amendment shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to a document, including the Permit, refers to such document, as modified from time to time (excepting any modification violating the Permit), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this First Amendment includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form or similar governmental requirement in this First Amendment refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

11. **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.

12. **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.

13. **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.

14. **Incorporation of Defined Terms.** All terms, phrases, and 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 Permit.

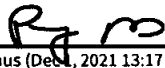
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**SIGNATURE PAGE
TO
FIRST AMENDMENT TO USE AND OCCUPANCY PERMIT
(San Diego Canoe and Kayak Team)**

City and Permittee sign and enter into this First Amendment by and through the signatures of their respective authorized representatives set forth below:

CITY:

The City of San Diego, a California
municipal corporation

By: 
Penny Maus
Director
Real Estate Assets Department

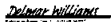
PERMITTEE:

San Diego Canoe and Kayak Team, a
California non-profit public benefit
corporation

By: Jennifer Hein
Name: Jennifer Hein
Title: President

APPROVED AS TO FORM ON
December 21, 2021 _____:

MARA W. ELLIOTT
City Attorney

By: 
Delmar G. Williams
Deputy City Attorney

Permit Area



SDCKT

Final Audit Report

2021-12-21

Created:	2021-12-16
By:	Jayne Vanderhagen (jvanderhagen@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABWVZNIHq75-MhffUQQ0j0Vx8Q_WrGQmiA

"SDCKT" History

 Document created by Jayne Vanderhagen (jvanderhagen@sandiego.gov)

2021-12-16 - 10:10:26 PM GMT- IP address: 156.29.37.124

 Document emailed to Delmar Williams (dgwilliams@sandiego.gov) for signature

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 Email viewed by Delmar Williams (dgwilliams@sandiego.gov)

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 Document e-signed by Delmar Williams (dgwilliams@sandiego.gov)

Signature Date: 2021-12-21 - 4:34:36 PM GMT - Time Source: server- IP address: 76.176.75.61

 Agreement completed.

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