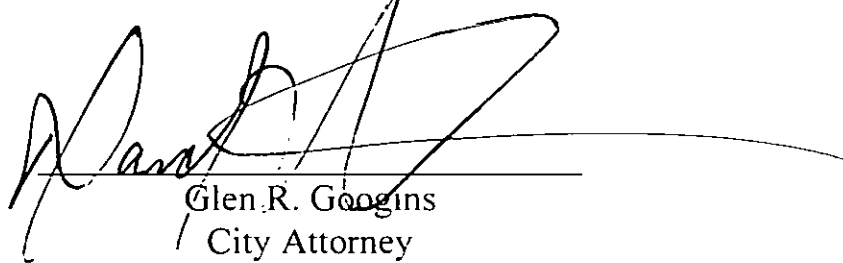


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL



Glen R. Gogins  
City Attorney

Dated: 10/22/15

FIRST AMENDMENT TO LICENSE AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
AAAG-CALIFORNIA, LLC

**FIRST AMENDMENT TO  
PROPERTY LICENSE AGREEMENT**

**BY AND BETWEEN**

**OF THE CITY OF CHULA VISTA**

**AND**

**AAAG-CALIFORNIA, LLC**

**FOR THE USE OF CITY OWNED REAL PROPERTY**

**LOCATED AT**

**610 BAY BOULEVARD**

THIS LICENSE AMENDMENT, hereinafter called "Amendment", dated as of \_\_\_\_\_, solely for identification purposes, is executed between the **City of Chula Vista**, a public body corporate and politic, hereinafter called "City", and **AAAG-California, LLC**, a California Limited Liability Corporation, hereinafter called "Licensee", to amend the terms and conditions of Licensee's use of certain real property owned by City. The effective date of this Amendment shall be the date this Amendment is approved by the City ("Effective Date").

**RECITALS**

WHEREAS, on September 25, 2015 the City approved a license agreement with AAAG-California, (AIM) for a City owned property located at 610 Bay Boulevard for use in the auto auction business (License Agreement); and

WHEREAS, the License Agreement does not allow for the washing of vehicles on site due to current storm water regulations that severely limit how water run off can be managed; and

WHEREAS, AIM has requested that the License Agreement be amended to allow, under specific guidelines, rinsing and drying of cars on site immediately prior to sale; and

WHEREAS, as owner of the property, City may be responsible for any penalties associated with violations of the storm water regulations; and

WHEREAS, in order to accommodate AIM's request and protect the City from liability, staff has developed a protocol that will allow AIM to rinse their cars prior to sale in a manner that complies with applicable regulations.

NOW THEREFORE, the undersigned parties do hereby amend the License Agreement as follows:

1. Section 1.02 Uses: This Section is hereby amended to allow, subject to the construction and completion of asphalt berms as required in the amended section 6.04, limited washing of vehicles within 24 hours of sale. Said washing is limited to water only and shall be in compliance with all applicable City, State and Federal laws and ordinances.
2. Section 4.01, subsection (a): This section is hereby amended such that AIM will be liable for any violations of applicable storm water regulations and shall have all of the obligations, including those of defense and indemnity, identified in Section 4.01 for such violations.
3. Section 6.04 Improvements: This section shall be amended to read as follows:

No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by Licensee without prior written approval by the City. This provision shall not relieve Licensee of any obligation under this Agreement to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. City shall not be called upon to or be obligated by this Agreement to make or assume any expense for any existing improvements or alterations.

Notwithstanding the foregoing, the Licensee shall construct or cause to be constructed two six-inch asphalt berms to contain any run off from the car washing described in section 1.02 of this Agreement. The berms shall be constructed at the locations depicted on Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with City standards and be subject to inspection and approval by City staff.

4. Exhibit A: The Agreement shall be appended to include the document entitled "Auctions in Motion – Chula Vista," which depicts the locations of the 6-inch berms for water containment as "Exhibit A" to the Agreement. "Exhibit A" is attached to this Amendment.
5. All other terms and provisions of the License Agreement shall remain unchanged and in full force and effect.

**LICENSOR: CITY OF CHULA VISTA, A MUNICIPAL CHARTERED CORPORATION OF THE STATE OF CALIFORNIA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE: AAAG-CALIFORNIA, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney