

**THIRD AMENDMENT TO TEMPORARY
OUTDOOR DINING LICENSE AGREEMENT**

This THIRD AMENDMENT TO TEMPORARY OUTDOOR DINING LICENSE AGREEMENT (“Third Amendment to License Agreement”) is entered into this _____ day of _____, 2021, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (“City”), East End Realty Partnership, LP, and Wursthaus, Inc. (collectively “Licensee”).

RECITALS

- A. On May 7, 2019, the City and Licensee entered into the Temporary Outdoor Dining License Agreement No. A-2019-063 (“License Agreement”) to allow temporary outdoor dining activities within a portion of Plaza Calle Cuatro (“Plaza”), adjacent to real property located at 301-305 East Fourth Street, Suite 106, Santa Ana.
- B. On November 30, 2019, the City and Licensee entered into a First Amendment to Temporary Outdoor Dining License Agreement No. A-2019-200 to extend the term of said License Agreement, increase the amount of the License Fee to cover the extended term, and clarify the type of fencing that may be installed on the Licensed Property.
- C. On November 17, 2020, the City and Licensee entered into a Second Amendment to Temporary Outdoor Dining License Agreement No. A-2020-213 to extend the term of said License Agreement and increase the outdoor dining space.
- D. In accordance with the terms and conditions of said License Agreement, the parties desire to amend said License Agreement to extend the term of said License Agreement for an additional one year, subject to the payment of an additional License Fee by Licensee; and, increase the amount of the License Fee to cover the extended term.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions of said License Agreement, except as herein modified, the parties agree as follows:

- 1. **Section 1, Term and Purpose of License**, shall be amended to extend the term of the License Agreement from November 30, 2021, until November 30, 2022.
- 2. **Section 3, License Fee**, shall be amended to reflect that, upon execution of this First Amendment to License Agreement, Licensee shall pay to the City a one-time non-refundable fee of Two-Thousand and Twenty-Eight dollars (\$2,028) to cover this third extended term of the License.
- 3. Except as hereinabove modified, the terms and conditions of said License Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to License Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

EAST END REALTY PARTNERSHIP, LP



Ryan O. Hodge
Assistant City Attorney

See Attached Signature Page
Ryan Chase

RECOMMENDED FOR APPROVAL:

WURSTHAUS, INC.

LISA RUDLOFF
Executive Director
Parks, Recreation and Community Services

See Attached Signature Page
Gabriel Ruiz

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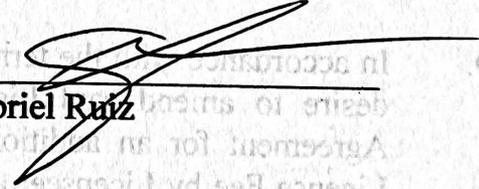


Ry
Assistant City Attorney

Ryan Chase

RECOMMENDED FOR APPROVAL: **WURSTHAUS, INC.**

LISA RUDLOFF
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