

**THIRD AMENDMENT TO AGREEMENT BETWEEN  
TEMECULA COMMUNITY SERVICES DISTRICT AND WILD WEST JUNK REMOVAL LLC  
DANGEROUS AND UNHEALTHY ENCAMPMENT CLEANUP SERVICES**

**THIS THIRD AMENDMENT** is made and entered into as of **December 10, 2024** by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and Wild West Junk Removal LLC, a Corporation (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **April 1, 2024**, the City and Contractor entered into that certain Agreement entitled "Agreement for **Contractor Services Between Temecula Community Services District and Wild West Junk Removal LLC**," in the amount of **\$60,000.00**.

b. On **August 6, 2024**, the City and Contractor entered into the **First Amendment** to that certain Agreement entitled "Agreement for **Contractor Services Between Temecula Community Services District and Wild West Junk Removal LLC**," to add scope of work to account for cleanups done on Riverside County Flood Control property and to increase the payment in the amount of **\$40,000.00**, for a total agreement amount of **\$100,000.00**.

c. On **September 10, 2024**, the City and Contractor entered into the **Second Amendment** to that certain Agreement entitled "Agreement for **Contractor Services Between Temecula Community Services District and Wild West Junk Removal LLC**," to increase the payment in the amount of **\$215,142.00**, for a total agreement amount of **\$315,142.00**.

d. The parties now desire to increase the payment in the amount of **\$60,000.00**, for a total agreement amount of **\$375,142.00**.

2. Section **6** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **THIRD** Amendment amount shall not exceed **Sixty Thousand Dollars and No Cents (\$60,000.00)**, for a total Agreement amount of **Three Hundred Seventy-Five Thousand One Hundred Forty-Two Dollars and No Cents (\$375,142.00)**

3. Section **15** of the Agreement entitled "**NOTICES**" is hereby amended to read as follows:

"Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal

service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address:** City of Temecula  
Attn: General Manager  
41000 Main Street  
Temecula, CA 92590

**To Contractor:** Wild West Junk Removal LLC  
Attn: Weston Philip Molitor  
31815 Sandhill Ln.  
Temecula, CA 92591

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**TEMECULA COMMUNITY SERVICES DISTRICT**

**WILD WEST JUNK REMOVAL**  
*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
**Zak Schwank, TCSD President**

By:  \_\_\_\_\_  
**Weston Philip Molitor, Owner**

**ATTEST:**

By: \_\_\_\_\_  
**Randi Johl, Secretary**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Peter M. Thorson, General Counsel**

**CONTRACTOR**  
**Wild West Junk Removal LLC**  
\_\_\_\_\_  
**Weston Philip Molitor**  
\_\_\_\_\_  
**31815 Sandhill Ln. Temecula, CA 92591**  
\_\_\_\_\_  
**(951) 837- 8072**  
\_\_\_\_\_  
**service@wildwestjunkremoval.com**  
\_\_\_\_\_

**City Purchasing Mgr.  
Initials and  
Date:**