

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“**First Amendment**”) is dated _____, 2023 (the “**First Amendment Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (“**LESSOR**”) and **CITY OF LONG BEACH**, a municipal corporation organized under the laws of the State of California (“**LESSEE**”). Together, LESSOR and LESSEE are the “**Parties.**”

The Parties entered into a Lease Agreement, dated May 14, 2003 (the “**Lease**”), under which LESSEE leases from LESSOR approximately 0.14 acres of LESSOR’s real property, identified as Los Angeles County Assessor’s Parcel Number 7271-019-900, commonly known as Loma Vista Park, 1173 North Loma Vista Drive in the City of Long Beach, and referred to by LESSOR as the Loma Vista Valve Structure Property (the “**Leased Premises**”). All terms not defined in this First Amendment have the meanings ascribed in the Lease.

The term of the Lease is 20 years and is currently scheduled to expire on May 13, 2023. LESSEE has made a one-time payment of \$1,000 to LESSOR for the 20-year term of the Lease, as required in Section 5 of the Lease.

LESSEE has requested that LESSOR extend the term of the Lease by 20 years to May 13, 2043. LESSEE has offered to make a one-time payment to LESSOR as consideration for extending the term.

LESSOR is the fee title holder of the Leased Premises and County Sanitation District No. 2 of Los Angeles County (“**District No. 2**”) is the administrative district for all County Sanitation Districts of Los Angeles County. In accordance with the terms, provisions and requirements of the California Surplus Land Act (California Government Code Sections 54220-54233) (the “**Act**”), the Board of Directors of District No. 2 has reviewed the ownership intent and use of the Leased Premises. Pursuant to a Resolution, adopted by the Board of Directors of District No. 2 on January 11, 2023, the Leased Premises is declared as “Exempt Surplus Land” for purposes of the Act because the Leased Premises serves a valid “agency use,” as that term is defined in California Government Code Sections 54221 (C)(1), 54221 (C)(2)(b)(i) and 54221 (f)(1)(J), and leasing of the Leased Premises furthers such agency use.

The Parties therefore amend the Lease as follows:

1. Amendment to Section 4. Section 4 of the Lease is hereby amended by replacing such section in its entirety with the following:

“4. Term. The term of this Lease commences on May 14, 2003, and expires on May 13, 2043, unless terminated earlier pursuant to the provisions of this Lease or applicable law or by the Chief Engineer in his or her sole discretion, by giving at least 30 days prior written notice to LESSEE.”

2. Amendment to Section 5. Section 5 of the Lease is hereby amended by replacing such section in its entirety with the following:

“5. Rent. LESSEE has made a one-time rent payment of \$1,000 for the initial 20-year term of the Lease, from May 14, 2003 through May 13, 2023. LESSEE agrees to pay as rent the sum of \$1,000 for the subsequent 20-year term of the Lease, from May 14, 2023 through May 13, 2043, within 30 days after the First Amendment Effective Date.”

3. Representations. LESSEE represents and warrants for the benefit and reliance of LESSOR as follows: (a) the Lease has not been modified, changed, altered or amended in any respect (except only by this First Amendment) and is legal, valid, and binding, in full force and effect, and enforceable an accordance with its terms; (b) there exists no breach or default, nor state of facts, nor condition which with notice, the passage of time, or both, would result in a breach or default under the Lease on the part of LESSEE or LESSOR; and (c) no claim, controversy, dispute, quarrel or disagreement exists between LESSOR and LESSEE.

4. Miscellaneous. Except as stated above, all other terms and conditions of the Lease remain in full force and effect. In the event of any conflict or inconsistency between the Lease and this First Amendment, the provisions of this First Amendment will prevail. Each individual signing this First Amendment warrants and represents that he or she has the full authority to execute this First Amendment on behalf of the party on whose behalf he or she so signs, and that he or she are acting within the scope of such authority.

[Signature Page Follows]

The Parties are signing this First Amendment as of the First Amendment Effective Date.

**COUNTY SANITATION DISTRICT NO. 3
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED:

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

CITY OF LONG BEACH

By: Linda F. Tatum

Name: LINDA F. TATUM

Title: ASST CITY MANAGER

APPROVED AS TO FORM:

By: [Signature]
Deputy City Attorney

**EXECUTED PURSUANT
TO SECTION 3 OF
THE CITY CHARTER.**