

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Property Management Group

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 4432-001-270

Grantee Atlas #LA2599-4
Grantee R/W #257,643

AMENDMENT TO GRANT OF EASEMENT NO. 213

This Amendment to Grant of Easement No. 213 (“**Amendment**”) is between **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”), and **SOUTHERN CALIFORNIA GAS COMPANY**, a California corporation (“**Grantee**”). The District and Grantee are each a “**Party**” and together are the “**Parties**”.

- A. The District owns approximately 310 acres of undeveloped real property located in the Santa Monica Mountains, in the City of Los Angeles, identified as Los Angeles County Assessor’s Parcel Number 4432-001-270 (the “**Property**”). The Property is a portion of the District’s Rustic and Sullivan Canyons Property, which was designated to be the “Marvin Braude Nature Preserve” by the District’s Board of Directors in 1997 and is now part of the Santa Monica Mountains National Recreational Area.
- B. Grantee is the holder of a certain non-exclusive *Grant of Easement*, granted by the District on August 26, 2009 (District’s Easement No. 213 / DOC 1297689), and recorded on September 10, 2009, as Instrument No. 20091383194 in the Official Records of the Los Angeles County Recorder’s Office (the “**Existing Easement**”).
- C. The Existing Easement permits Grantee to, among other things, construct, maintain, operate, repair, and replace the Facilities (as defined in the Existing Easement) over, under, through and along the Property.
- D. Following the rainstorms in early 2023, the soil cover over a portion of the Facilities located along the unimproved Sullivan Fire Road through the Property washed away exposing the Facilities. Grantee desires to relocate approximately 600 feet of the Facilities through a different part of the Property (the “**Relocated Facilities**”).
- E. The Parties desire to amend the legal description and depiction contained in the Existing Easement to reflect the location of the Relocated Facilities and to add language to the Existing Easement clarifying certain responsibilities of Grantee.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Existing Easement as follows:

- 1. The legal description and depiction of the Facilities easement contained in Exhibits A and B to the Existing Easement are hereby amended as described and shown in the attached Exhibits 1 and 2, respectively.
- 2. The following paragraph is hereby added to the Existing Easement:

“Grantee agrees that the District shall not have any obligation to maintain or repair any part of the Property to protect the Facilities or the Relocated Facilities, and that the District is not

responsible for any damage to the Facilities or Relocated Facilities due to improper or insufficient maintenance of the dirt access roads, slopes, embankments, and drainage at and immediately adjacent to the Facilities and Relocated Facilities.”

3. Within 30 days following recordation of this Amendment, Grantee shall record a quitclaim deed, in form and content acceptable to the District, in the Official Records of the Los Angeles County Recorder's Office quitclaiming all of its right, title and interest to the portion of the Facilities easement contained in Exhibits A and B of the Existing Easement that will be replaced by the Relocated Facilities.
4. Grantee represents and warrants, for the benefit and reliance of the District that (a) there are no defaults on the part of the District or Grantee under the Existing Easement, and (b) Grantee is the sole grantee under the Existing Easement and has not assigned, sold, conveyed or otherwise transferred all or any portion of Grantee's interest in the Existing Easement or any of the Facilities.
5. Except as modified herein, all other terms, conditions and provisions of the Existing Easement remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Existing Easement and the provisions of this Amendment, the provisions of this Amendment shall prevail.
6. Each individual signing this Amendment warrants and represents that he or she has the full authority to execute the Amendment on behalf of the party on whose behalf he or she so signs, that he or she is acting within the scope of such authority, and that this Amendment shall be binding upon and enforceable against the party on whose behalf he or she so signs by virtue of such signature.
7. In the event any action is instituted by a party to interpret or enforce this Amendment or the Existing Easement, the prevailing party in such action (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the decision maker.
8. The recitals set forth in Sections A through E of this Amendment are incorporated into the Existing Easement by reference.
9. This Amendment shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

[Signature page follows]

The Parties are signing this Amendment on _____, 2023.

**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

**SOUTHERN CALIFORNIA GAS COMPANY,
a California corporation**

By: _____
Artemis G. Manos
Land and Right of Way Supervisor

[Signatures must be notarized]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1

LEGAL DESCRIPTION

EASEMENT FOR RELOCATED FACILITIES (PIPELINE)

A STRIP OF LAND 25 FEET WIDE, LOCATED IN LOT 10 AS SHOWN ON THE OFFICIAL MAP OF THE COUNTY OF LOS ANGELES, REGION 36, DIVISION 2, FILED IN BOOK 1, PAGES 76-92 INCLUSIVE, OF OFFICIAL MAPS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOW;

COMMENCING AT A FOUND BENCH MARK TAGGED 14-06345 IN A LOS ANGELES COUNTY MONUMENT WELL LOCATED ALONG THE NORTHERLY RIGHT OF WAY OF MUHOLLAND DRIVE, NORTHWEST OF THE INTERSECTION OF MUHOLLAND DRIVE AND ENCINO HILLS DRIVE, THENCE SOUTH 76°45'40" WEST ALONG A BEARING LINE FROM SAID BENCH MARK, A DISTANCE OF 7891.24 FEET TO THE POINT OF BEGINNING BEING THE CENTERLINE OF A GAS PIPELINE TAGGED LINE 407 AND THE CENTERLINE OF SAID 25 FOOT WIDE STIP OF LAND;

THENCE SOUTH 21°09'58" WEST, A DISTANCE OF 8.10 FEET;

THENCE SOUTH 24°40'54" EAST, A DISTANCE OF 54.26 FEET;

THENCE SOUTH 20°02'21" WEST, A DISTANCE OF 133.74 FEET;

THENCE SOUTH 40°22'06" WEST, A DISTANCE OF 156.57 FEET;

THENCE SOUTH 04°03'16" EAST, A DISTANCE OF 98.73 FEET;

THENCE SOUTH 19°32'53" WEST, A DISTANCE OF 167.98 FEET;

THENCE SOUTH 09°18'19" EAST, A DISTANCE OF 28.59 FEET TO THE END OF SAID GAS PIPELINE TAGGED LINE 407 AND CENTERLINE OF SAID 25-FOOT-WIDE STIP OF LAND, THENCE NORTH 73°02'40" EAST ALONG A BEARING LINE, A DISTANCE OF 8210.43 FEET RETURNING TO THE POINT OF COMMENCEMENT AND SAID BENCH MARK 14-06345.

THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT THIS 6TH DAY OF SEPTEMBER, 2023.

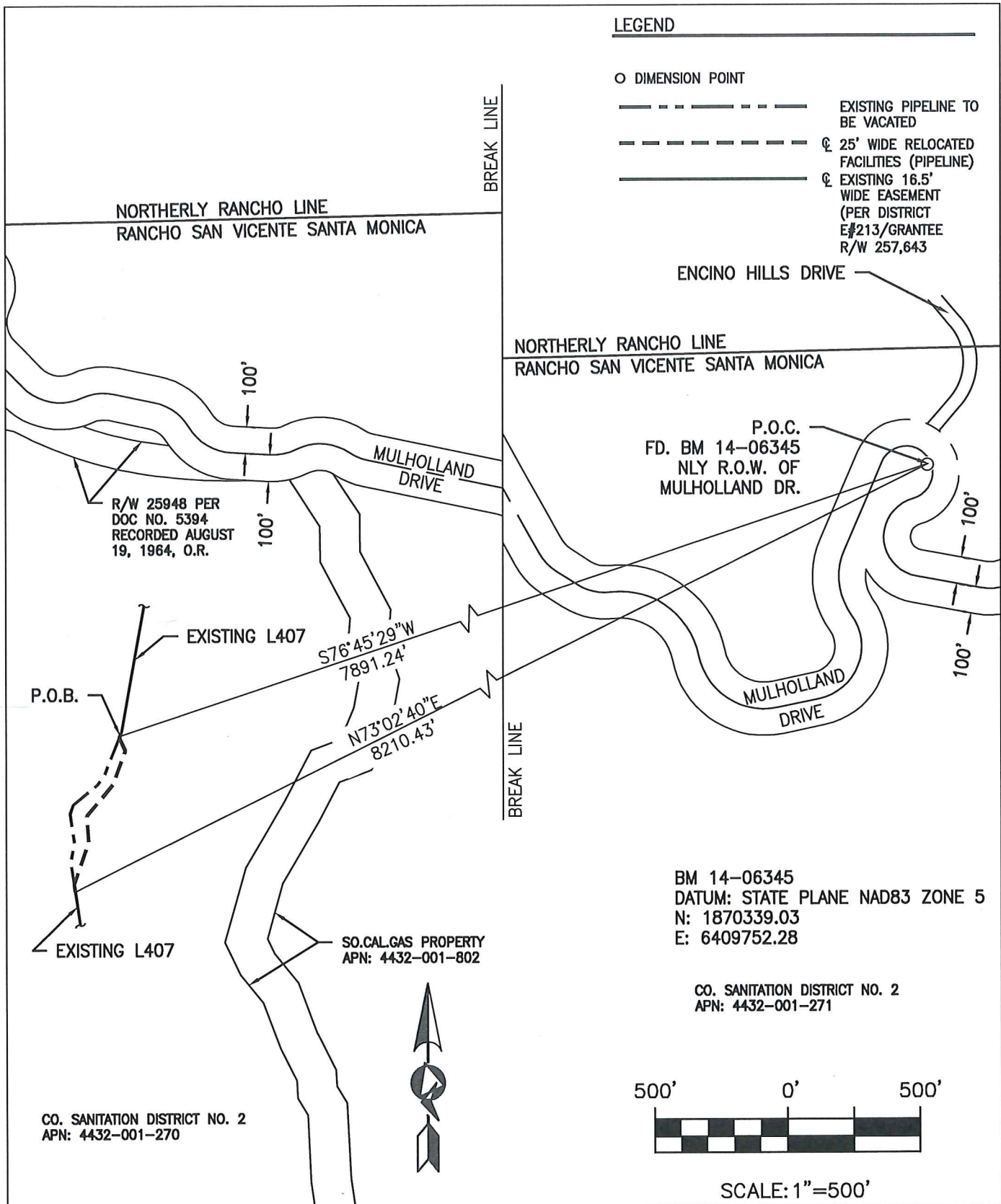

JEFFREY A. GUTIERREZ, PLS 7595



LEGEND

○ DIMENSION POINT

- EXISTING PIPELINE TO BE VACATED
- - - - - 25' WIDE RELOCATED FACILITIES (PIPELINE)
- 16.5' WIDE EASEMENT (PER DISTRICT E#213/GRANTEE R/W 257,643)



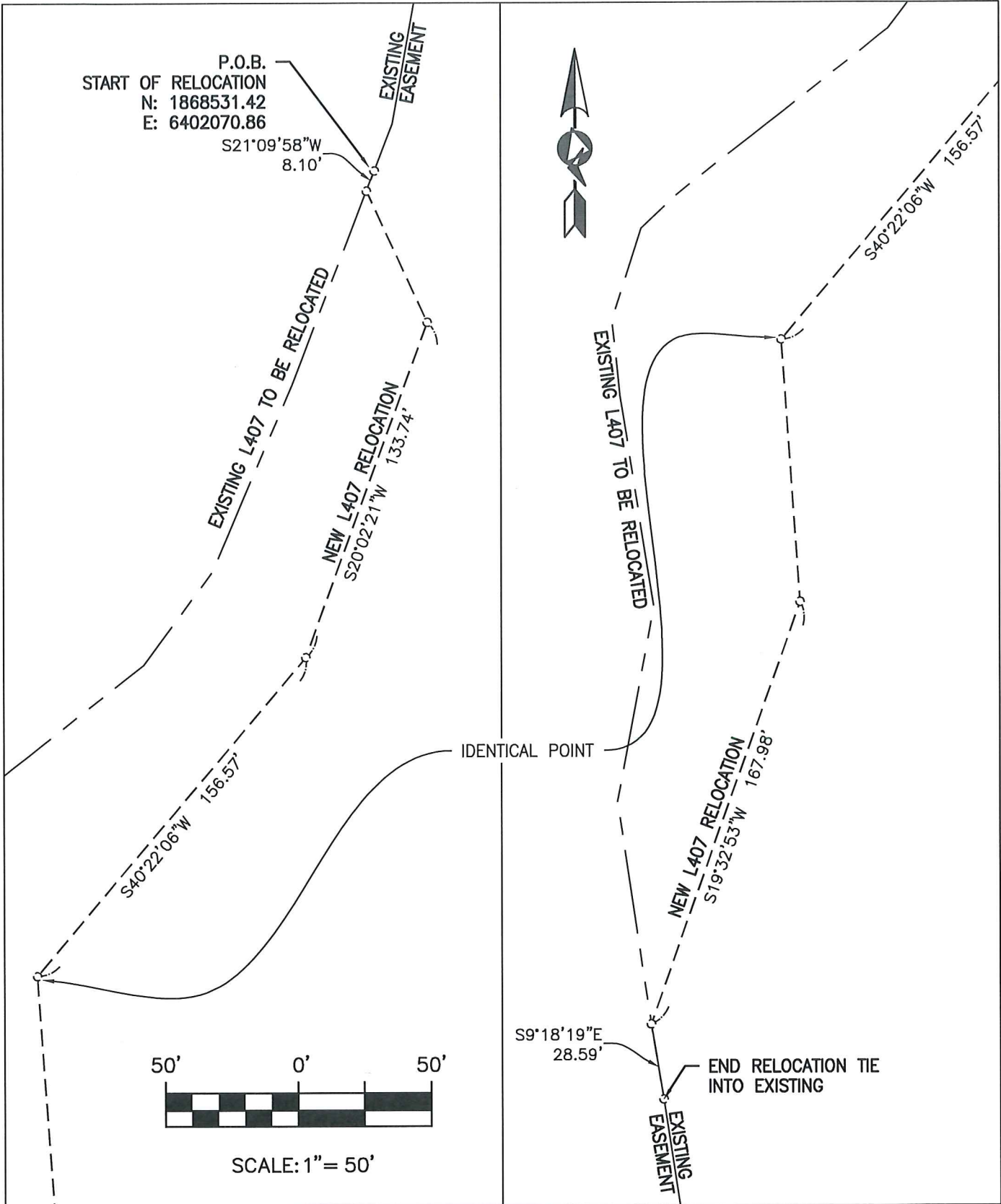
1930 22nd STREET BAKERSFIELD, CA. 93301
PH. (661) 323-4600 FAX (661) 323-4674

ENGINEERING • PLANNING • SURVEYING • LAND DEVELOPMENT • CONSTRUCTION MANAGEMENT

EXHIBIT 2
GAS PIPELINE LINE 407
SO. CAL. GAS

PROJECT NO. 20-079

SHEET 1 OF 2



1930 22nd STREET BAKERSFIELD, CA. 93301
 PH. (661) 323-4600 FAX (661) 323-4674

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EXHIBIT 2
 GAS PIPELINE LINE 407
 SO.CAL.GAS

PROJECT NO. 20-079

SHEET 2 OF 2