

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

City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: City Clerk

Exempt from filing/recording fees per Govt. Code §27383
APN 7330-007-906

SPACE ABOVE FOR RECORDER'S USE ONLY

CSD C# 5319A

FIRST AMENDMENT TO LEASE AGREEMENT
(Portion of Former Color Spot Property Across from JWPCP)

This First Amendment to Lease Agreement (“**First Amendment**”) is dated _____, 2022 and is between **COUNTY SANITATION DISTRICT NO. 8 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., (the “**District**”) and the **CITY OF CARSON**, a charter city (“**Tenant**”). The District and Tenant together are the “**Parties.**”

RECITALS:

A. The Parties entered into that certain Lease Agreement, dated October 14, 2020 (District’s Contract No. 5319) (the “**Lease**”) pursuant to which the District leased to Tenant the Premises (as legally described in Exhibit A to the Lease and this First Amendment) to construct, operate, and maintain park improvements. The Lease was recorded on December 15, 2020 as Instrument No. 20201661231 in the Official Records of Los Angeles County.

B. All terms not defined in this First Amendment have the meanings ascribed in the Lease.

C. Pursuant to Section 4.4.1 of the Lease, Tenant has an 18-month Due Diligence Period following the Effective Date during which Tenant has the right to investigate and perform testing, obtain surveys, evaluate availability of utilities, and conduct any other inspections or investigations it deems necessary concerning the Premises. Prior to expiration of the Due Diligence Period on June 15, 2022, Tenant sent notice to the District exercising its option, as described in Section 4.4.1 of the Lease, to extend the Due Diligence Period by six (6) months. The Due Diligence Period expires on December 15, 2022.

D. Tenant desires to extend the Due Diligence Period, as set forth in this First Amendment, in order to allow additional time to complete site investigations and secure funding for construction of park improvements on the Premises.

The District and Tenant therefore amend the Lease as follows:

1. Effective Date. In accordance with Section 30.4 of the Lease, this First Amendment shall be effective upon recordation of this Amendment in the Official Records of Los

Angeles County (“Effective Date”).

2. **Amendment to Section 4.4.1.** As of the Effective Date, the first paragraph in “Section 4.4.1 **Due Diligence Period**” of the Lease is hereby amended by replacing that paragraph in its entirety with the following:

“For a period until December 15, 2024 (the “**Due Diligence Period**”), Tenant shall have the right to investigate and perform testing, obtain surveys, evaluate availability of utilities, and conduct any inspections or investigations as it elects in its sole discretion and at its sole cost and expense; provided, however, if Tenant desires to perform invasive soils testing, Tenant shall obtain District’s prior written approval thereof which shall not be unreasonably withheld, conditioned or delay as such work will be an important component of Tenant’s due diligence. Tenant shall deliver to District any reports or studies obtained by Tenant regarding the environmental condition of the Premises.”

3. **Representations.** Tenant represents and warrants for the benefit and reliance of the District 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 in 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 Tenant or the District; and (c) no claim, controversy, dispute, quarrel, or disagreement exists between the District and Tenant.

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. The recitals set forth in Sections A through C above are incorporated in this First Amendment by reference. 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 is acting within the scope of such authority.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates specified below.

DISTRICT:

**COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY**

TENANT:

CITY OF CARSON, a charter city

By: _____
Chairperson, Board of Directors

By: _____
Lula Davis-Holmes, Mayor

Dated: _____, 2022

Dated: _____, 2022

ATTEST:

ATTEST:

Secretary to the Board

Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH, LLP

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
District Counsel

By: _____
Sunny Soltani, City Attorney

APPROVED BY:

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

By: _____
Chairperson, Board of Directors

Dated: _____, 2022

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH, LLP

By: _____
District Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

That certain real property in the City of Carson, County of Los Angeles, State of California legally described as follows:

THAT PORTION OF LOT 14 OF THE E. N. MCDONALD'S SUBDIVISION OF LOT 8 OF THE 750 ACRES MARIA MACHADO DE ROCHA TRACT, IN THE RANCHO SAN PEDRO, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN [BOOK 52 PAGE 3](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF THAT CERTAIN UNNAMED ROAD, 12.00 FOOT WIDE STREET, VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, A CERTIFIED COPY OF WHICH WAS RECORDED ON AUGUST 4, 1950 AS DOCUMENT NO. [2654](#) IN [BOOK 33896 PAGE 181](#), OFFICIAL RECORDS, LYING EASTERLY OF AND ADJACENT TO THE EASTERLY LINE OF SAID LOT 14, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 89° 53' 23" WEST 2021.50 FEET IN THE SOUTHERLY BOUNDARY LINE OF TRACT NO. 29434, AS SHOWN ON MAP RECORDER IN [BOOK 734 PAGES 82 AND 88](#) INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES; THENCE NORTH 89° 53' 23" WEST ALONG SAID SOUTHERLY LINE TO A POINT THAT IS DISTANT SOUTH 89° 53' 23" EAST 13.60 FEET FROM THE SOUTHERLY CORNER OF LOT 237 OF SAID TRACT; THENCE SOUTH 0° 22' 58" WEST 420.61 FEET; THENCE SOUTH 0° 02' 19" WEST 202.97 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SEPULVEDA BOULEVARD, AS SAME EXISTED ON SEPTEMBER 22, 1972 THENCE EASTERLY ALONG SAID NORTHERLY LINE AND FOLLOWING THE SAME IN ALL ITS VARIOUS COURSES AND CURVES TO A LINE THAT BEARS SOUTH 0° 29' 00" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 0° 29' 00" EAST TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND WHICH LIES WITHIN SEPULVEDA BOULEVARD.

APN: 7330-007-906

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)
) ss.
COUNTY OF _____)

On _____, 2022 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.

Notary Public

SEAL:

<p style="text-align: center;">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.</p>
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STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

On _____, 2022 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.

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SEAL:

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STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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SEAL: