

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SOUTHERN CALIFORNIA GAS COMPANY
8101 Rosemead Blvd., SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way Dept.

Space Above This Line for Recorder's Use

APNs: 7520-001-901
7520-001-902

**SECOND AMENDMENT TO GAS FACILITIES EASEMENT BETWEEN
CITY OF REDONDO BEACH
AND
SOUTHERN CALIFORNIA GAS COMPANY**

THIS SECOND AMENDMENT TO GAS FACILITIES EASEMENT (this "Second Amendment") is effective on the date of the last signature below (the "Effective Date") by and between the CITY OF REDONDO BEACH, a chartered municipal corporation ("Grantor"), and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Grantee").

WHEREAS, the parties entered into that Gas Facilities Easement ("Easement"), dated August 14, 2018, for use of portions of Assessor's Parcel Numbers 7520-001-901 and 7520-001-902 located at 200 North Flagler Lane, in the City of Redondo Beach, California 90278 and described in Exhibit A of the Easement, which is incorporated by this reference (the "Real Property");

WHEREAS, on July 8, 2020, the parties entered into that First Amendment to Gas Facilities Easement Between City of Redondo Beach and Southern California Gas Company (the "First Amendment") to amend the fee schedule as well as to extend the term of Grantee's exclusive right to use a temporary construction easement described in Exhibit B of the First Amendment as Parcels A and B (collectively "TCE Area"), attached hereto and incorporated by reference, solely for the purpose of staging, laydown and parking related to the initial construction of facilities contemplated by the Easement;

WHEREAS, the parties desire to enter into this Second Amendment to amend the fee schedule and extend the term of Grantee's exclusive right to use the temporary construction easement described as the TCE Area, which is incorporated by this reference;

NOW THEREFORE, the parties agree to amend the Easement as follows:

1. Section 2 of the Easement regarding Term shall be revised as follows:

"Term of Easement. The term of the Easement as to the rights granted in Sections 1(a)-(c) shall commence on August 14, 2018 and expire on August 13, 2117. The term of the Easement as to the rights granted in Section 1(d) shall be extended to April 30, 2021

("Easement Extension"). Thereafter, if Grantee has not ceased all construction activities, including restoration of landscaping substantially to the condition prior to Grantee's improvement, and facilities and demobilization from the TCE Area, the term shall continue month to month; provided, however, that the term shall not continue beyond June 30, 2021.

Access to the TCE Area subject to Easement Extension shall be conditioned upon the City's timely receipt of the Easement Extension Fee as defined in Section 2 of this Second Amendment. Upon the expiration or earlier termination of this Agreement, Grantee shall at its cost, remove its improvements and restore the portions of the Real Property on which they are located to substantially the condition they were in prior to installation of the improvements, and the applicable terms of Section 8 shall apply."

2. Section 3 of the Easement regarding Easement Fee shall be revised to include the follows:

"Easement Extension Fee. Within fifteen days of Grantor's delivery of the executed Second Amendment, Grantee shall pay Grantor a one-time payment for credit to the City of Redondo Beach's Open Space Acquisition Fund in the sum of Ninety Thousand Dollars (\$90,000.00) for the Easement Extension period as described in Section 1 (the "Easement Extension Fee"). In the event, Grantee continues construction beyond April 30, 2021, Grantee shall pay Grantor the amounts set forth below.

- a) May 2021: \$27,000, payment is due by May 15, 2021 (without offset or deduction)
- b) June 2021: \$31,500, payment is due June 15, 2021

All payments described herein shall be made without offset or deduction and be remitted to the Grantor's address for notice as provided in the Easement.

3. Except as modified herein, all other terms and conditions of the Easement, the First Amendment, and this Second Amendment shall remain in full force and effect. The Easement, the First Amendment, and this Second Amendment shall constitute the entire agreement between the parties and supersede any previous written or oral agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the CITY OF REDONDO BEACH and SOUTHERN CALIFORNIA GAS COMPANY have caused their duly authorized representatives to execute this Second Amendment as of the Effective Date.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
William C. Brand
E6813C7231DF4E1

William C Brand, Mayor

Date: 12/23/2020 | 4:58 AM PST

SOUTHERN CALIFORNIA GAS COMPANY
a California corporation

DocuSigned by:
Carol Hsu
75C15ABAA68A115

Carol Hsu
Land and Right of Way Project Manager
For Southern California Gas Company

Date: 12/14/2020 | 1:03 PM PST

Attest:

DocuSigned by:
Eleanor Manzano
73F2AG716C214CF

Eleanor Manzano, City Clerk 12/28/2020 | 12:29 PM PST

Approved as to Form:

DocuSigned by:
Diane Strickfaden
ABED1CF30EEF40G

Diane Strickfaden, Risk Manager 12/15/2020 | 10:28 AM PST

Approved as to Form:

DocuSigned by:
Michael W. Webb
079049ED83D402

Michael W. Webb, City Attorney

Date: 12/22/2020 | 9:14 AM PST