

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
7520-001-801

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

THIS THIRD AMENDMENT TO GAS FACILITIES EASEMENT (the "Third Amendment") is effective on the date of the last signature below (the "**Effective Date**") by and between the CITY OF REDONDO BEACH ("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 (the "Real Property");

WHEREAS, on July 8, 2020, the parties entered into that First Amendment to Gas Facilities Easement (the "First Amendment") to extend the term of Grantee's right to use the TCE Area, as defined in the First Amendment, as well as to amend the fee schedule for the extension;

WHEREAS, on December 23, 2020, the parties entered into that Second Amendment to Gas Facilities Easement (the "Second Amendment") to extend for a second time the term of Grantee's right to use the TCE Area, as defined in the Second Amendment, as well as to further amend the fee schedule for the second extension, which second extension concluded by May 31, 2021 when all work related to the initial construction of facilities contemplated by the Easement was completed;

WHEREAS, Grantee, under Federal mandate, is now undertaking two separate pipeline maintenance projects (the "Projects") requiring new exclusive right to use a different temporary construction easement comprising of an area of approximately 22,332 square feet, (the "New TCE Area") described on Exhibit A attached hereto and incorporated by reference, as Area A, located on the Real Property, and Area B, located on certain property owned by Southern California Edison ("SCE") adjacent to the Real Property (the "SCE Property"); and

WHEREAS, the parties wish to enter into this Third Amendment to incorporate the new term and fee schedule for Grantee's exclusive right to use the New TCE Area solely for the purpose of staging, laydown and parking related to the Projects.

NOW THEREFORE, the parties agree as follows:

1. Section 2 of the Easement, is revised as follows:

"Term of Easement; New TCE 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 temporary construction easement as to the rights granted in Section 1(d) and 1(e) has expired on May 31, 2021 (when all work related to the initial construction of facilities contemplated by the Easement was completed). The term of the temporary construction easement as to the rights granted for the use of the New TCE Area (as described in Exhibit A to that certain Third Amendment to Gas Facilities Agreement executed by Grantor and Grantee) shall commence on January 2, 2024 and expire on July 31, 2024 ("New TCE Term"). Thereafter, the term of the temporary construction easement shall continue on a month to month basis. However, in no event, shall the term continue beyond December 1, 2024. During the month-to-month basis of the temporary construction easement, either party may terminate this agreement upon providing written notice of termination to the other party. Upon receipt of the termination notice, the temporary construction easement shall cease to be effective thirty (30) calendar days from the date of the termination notice at the addresses in the Easement dated August 14, 2018.

On or before July 31, 2024, Grantee shall at Grantee's cost install the improvements described on Exhibit B of said Third Amendment, time being of the essence. If Grantee fails to timely complete such improvements, then Grantor may terminate the easement for the New TCE Area in its sole and absolute discretion, without any implied covenant of good faith and fair dealing, by written notice to Grantee. Upon the expiration or earlier termination of this Agreement as to any portion of the Real Property, 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 (and such provisions shall survive the expiration or earlier termination of this Third Amendment as to any such portions)."

All of the terms of the Easement (including, without limitation, insurance and indemnity provisions) shall apply to the temporary easement for the New TCE Area, except to the extent they conflict with the terms for such temporary easement expressly set forth in said Third Amendment."

2. Section 3 of the Easement regarding Easement Fee is revised as follows:

"New TCE Fee. Within forty-five (45) days after delivery to Grantee of a counterpart of the Third Amendment, executed by Grantor, 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 One Hundred Fifty Six Thousand Three-Hundred Twenty Four Dollars (\$156,324) for the New TCE Term (the "New TCE Fee"). Grantee (including its subcontractors) shall have access to and use of the New TCE Area for the entire New TCE Term starting on January 2, 2024, subject to circumstances beyond the control of Grantor. Upon expiration of the New TCE Term on July 31, 2024, Grantee shall pay Grantor a monthly fee, in advance on the first day of each month (without deduction or offset), in the amount of Forty Four Thousand Six Hundred Sixty

Four Dollars (\$44,664) **from August 1, 2024 to October 1, 2024**, and subsequently, a monthly fee in the amount of Sixty Six Thousand Nine Hundred Ninety Six Dollars (\$66,996) **from October 2, 2024 to December 1, 2024** for each calendar month or fraction thereof. In no event shall this temporary construction easement continue beyond December 1, 2024.

3. Except as expressly modified herein, all other terms and conditions of the Easement shall remain in full force and effect. The Easement, the First Amendment, the Second Amendment, and this Third Amendment shall constitute the entire agreement between the parties with respect to the subject matter thereof and supersede any previous written or oral agreement regarding such subject matter.

[Signatures on the following page]

IN WITNESS WHEREOF, the City and SOUTHERN CALIFORNIA GAS COMPANY have caused their duly authorized representatives to execute this Third Amendment as of the Effective Date.

CITY OF REDONDO BEACH

SOUTHERN CALIFORNIA GAS COMPANY
A CALIFORNIA CORPORATION

William C Brand, Mayor

Carol Hsu
Land Services Manager
For Southern California Gas Company

Date: _____, 2023

Date: _____, 2023

Attest:

Eleanor Manzano, City Clerk

Approved as to Form:

Diane Strickfaden, Risk Manager

Approved as to Form:

Michael W. Webb, City Attorney

Date: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF NEW TCE AREA

(Attached.)

EXHIBIT A

LEGAL DESCRIPTION

SOUTHERN CALIFORNIA GAS COMPANY TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN THAT PORTION OF RANCHO SAN PEDRO IN THE CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BLOSSOM STREET AND 190TH STREET AS SHOWN ON TRACT MAP 29156 FILED IN BOOK 798, PAGES 10 AND 11 OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID CENTERLINE OF 190TH STREET NORTH 89°53'36" WEST 244.83 FEET, THENCE LEAVING SAID CENTERLINE SOUTH 0°06'21" 265.93' WEST TO THE **POINT OF BEGINNING**;

THENCE S07° 49' 19"E 45.08 FEET;

THENCE S78° 55' 18"W 174.96 FEET;

THENCE N34° 37' 17"W 20.58 FEET;

THENCE N07° 46' 35"E 22.32 FEET;

THENCE N01° 20' 09"E 152.42 FEET;

THENCE N81° 49' 10"E 72.12 FEET;

THENCE S10° 44' 10"E 82.25 FEET;

THENCE N79° 15' 50"E 13.00 FEET;

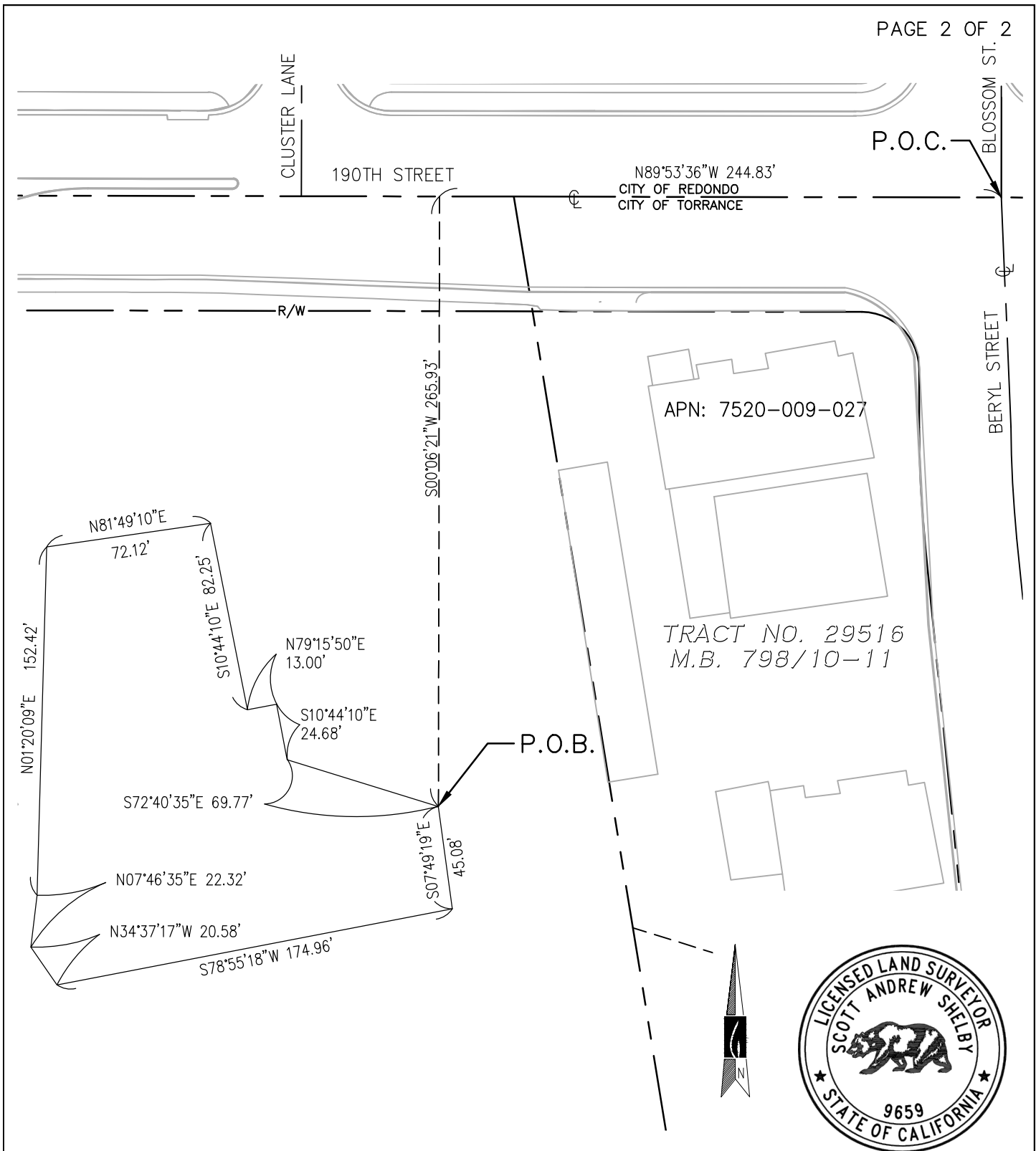
THENCE S10° 44' 10"E 24.68 FEET;

THENCE S72° 40' 35"E 69.77 FEET TO THE **POINT OF BEGINNING**.

AREA: 22332.42 SQ. FT.



EXHIBIT "A"		SCALE:
SOUTHERN CALIFORNIA GAS COMPANY		DATE: 08/14/2023
PLAT TO ACCOMPANY LEGAL DESCRIPTION		PREPARED BY: SAS
CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA		W.R. #:
PREPARED BY: <u>Scott Shelby</u>		ACT. #:
SCOTT A. SHELBY	P.L.S. 9659	A.P.N.: 7520-001-901
	PROFESSIONAL LAND SURVEYOR	FILE: 2023-327

**EXHIBIT "B"****SOUTHERN CALIFORNIA GAS COMPANY**

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY OF REDONDO BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

PREPARED BY:

SCOTT A. SHELBY

PROFESSIONAL
LAND SURVEYOR

SCALE: 1"=60'

DATE: 08/14/2023

PREPARED BY: SAS

W.R.#:

ACT. #:

A.P.N.: 7520-001-901

FILE: 2023-327

EXHIBIT B

DESCRIPTION OF REQUIRED IMPROVEMENTS FOR NEW TCE AREA

Grantee shall furnish all labor, materials, equipment and supervision to complete the work described herein in a good and workmanlike manner.

1. Construction Fencing: Grantee shall supply and install a temporary fence to block unauthorized access to Areas A and B shown on Exhibit A. Fencing must be maintained throughout the project and replaced, as needed, to ensure restricted access into the project area.
2. Dog Park Entry Gate: Grantee shall supply and install two (2) 20' temporary swing gates on the existing dog park fence just north of the dog training area for Grantee's sole access to Areas A and B. Grantee shall ensure the swing gates are secured on nights and weekends and when Grantee is not on site. Grantee shall provide the Grantor with keys or combination code for the lock in the case Grantor needs immediate access to the area. The Grantor may install its own locks on the gates upon completion of the improvements. Grantee is not required to restore the fence and may leave the two (2) swing gates upon conclusion of the project.
3. Dual-Entry Gate Into the Dog Training Area: Grantee shall supply and install a dual-gate entrance into the dog training area of at least sixteen (16) square feet that contains hardware that allows for closing and latching of each gate in a secure manner. Grantee is not required to remove the dual-entry gate and restore the fence upon conclusion of the project.
4. Public Notification: Grantee shall provide ample notification to all affected properties within a 750-foot radius of the project location at least 14-days prior to commencement of the project, including the City of Torrance (Torrance City Hall) and Torrance Unified School District. Notification shall include detailed information on the scope of the project, full project timeline, potential impacts, and Grantee's contact information. Grantee will also provide project information to area emergency personnel including the Redondo Beach Police and Fire Department's to inform them of the project should an emergency situation arise.
5. Posting Signs: Grantee shall post a minimum of two (2) informational signs: one (1) located on the western fence line of Area A and one (1) located on the south fence line of Area A. Informational signs shall include detailed information on the scope of the project, full project timeline, potential impacts, Grantee's contact information, and a webpage that includes additional details on the project. The signs shall comply with Article 6 of the Redondo Beach Municipal Code. Grantor shall maintain and update the webpage, as needed and in a timely manner, to ensure project information remains accurate.