

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

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**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE ANTELOPE VALLEY AUTO MALL**

This **FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ANTELOPE VALLEY AUTO MALL** (this “Fourth Amendment”) is made and entered into as of \_\_\_\_\_, 2022 (“Effective Date”), by and among the **LANCASTER SUCCESSOR AGENCY**, a public entity acting as successor-in-interest to the Lancaster Redevelopment Agency (“Agency”), the **CITY OF LANCASTER**, a California municipal corporation and charter city (“City”), the **LANCASTER AUTO MALL ASSOCIATION**, a California nonprofit mutual benefit corporation (“Association”), **43301 12<sup>th</sup> STREET WEST, LLC**, a California limited liability company (“12<sup>th</sup> Street”), **7 JAYS, LLC**, a California limited liability company (“7 Jays”), **SULLY III AVP, LLC**, a Delaware limited liability company (“Sully”) and **DK PROPERTIES AND HOLDINGS, LLC**, a California limited liability company (“DK Properties”) (Agency, City, Association, 12<sup>th</sup> Street, 7 Jays, Viper, Sully and DK Properties) are referred to individually as a “Party” and collectively as the “Parties”).

**RECITALS**

A. Each Party, or its predecessor-in-interest, is party to that certain Declaration of Covenants, Conditions and Restrictions for the Antelope Valley Auto Mall dated as of June 13, 1989, and recorded in the official records of the Los Angeles County Recorder on July 11, 1989, as document number 89-1098946 (“Declaration”).

B. The Declaration was amended by the following: (i) First Amendment to Declaration of Covenants, Conditions and Restrictions for the Antelope Valley Auto Mall dated as of December 9, 1992, and recorded in the official records of the Los Angeles County Recorder on January 26, 1996 as Exhibit B of document number 96-153764 (“First Amendment”); and (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Antelope Valley Auto Mall dated as of September 12, 1995, and recorded in the official records of the Los Angeles County Recorder on October 26, 1995, as document number 95-1738339 (“Second Amendment”); and (iii) Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Antelope Valley Auto Mall dated as of November 6, 1995 and recorded in official records of the Los Angeles County Recorder on January 26, 1996, as document number 96-153764 (“Third Amendment”).

C. Agency no longer owns real property that is subject to the Declaration and no longer desires to retain any rights that it may hold in gross.

D. By this Fourth Amendment, the Parties intend to exercise their right to amend the Declaration (as previously amended by the First Amendment, Second Amendment and Third Amendment) in order to terminate any and all rights granted to or vested in Agency, including its predecessor-in-interest, that are held in gross.

**NOW, THEREFORE,** that Parties agree to amend the Declaration as follows:

**1. Incorporation of Recitals.** The foregoing recitals are true, correct, and constitute a substantive part of this Fourth Amendment.

**2. Termination of Remaining Agency Rights.** As of the Effective Date, Agency shall no longer be a party to or beneficiary of any rights under the Declaration and shall no longer be subject to any obligations imposed by the Declaration. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that any rights Agency holds in gross pursuant to section 18 of the Second Amendment, or any other provision of the Declaration, First Amendment, Second Amendment, and/or Third Amendment shall be and hereby are terminated as of the Effective Date.

**3. Governing Law.** This Fourth Amendment has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.

**4. Cooperation; Further Acts.** The Parties shall cooperate reasonably with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

**5. Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise provided, any term referencing time, days or period for performance shall be deemed calendar days and not business days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**6. Counterparts; Electronic Execution.** This Agreement may be executed in multiple counterparts by the Parties. All counterparts so executed shall constitute one agreement binding upon the Parties, notwithstanding that the Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one (1) agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. ("E-Sign Act"), and the Uniform Electronic Transactions Act, Cal. Civ. Code § 1633.1 et seq. ("UETA").

*[Signatures begin on next page.]*

7. **Rights and Obligations Appurtenant to Real Property Not Terminated.** Nothing in this Fourth Amendment terminates, limits, or in any way modifies rights and/or obligations appurtenant to real property, including real property previously owned by Agency.

8. **Full Force and Effect; Definitions.** Except as expressly provided to the contrary in this Fourth Amendment, the terms of the Declaration (as amended by the First Amendment, Second Amendment and Third Amendment) shall remain in full force and effect as written. Unless otherwise indicated, all terms used herein and not defined herein but defined in the Declaration shall have the meaning given to such terms therein.

9. **Cooperation; Further Acts.** The Parties shall cooperate reasonably with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Fourth Amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Fourth Amendment as of the date set forth above.

**AGENCY:**

**LANCASTER SUCCESSOR AGENCY,**  
a public entity acting as successor-in-interest to the  
Lancaster Redevelopment Agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

**CITY OF LANCASTER,**  
a California municipal corporation and charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signatures continue on next page.]*

**ASSOCIATION:**

**LANCASTER AUTO MALL ASSOCIATION,**  
a California nonprofit mutual benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**43301 12<sup>TH</sup> STREET WEST, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**7 JAYS, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SULLY III AVP, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DK PROPERTIES AND HOLDINGS,**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_