

MOTION BY SUPERVISOR HOLLY J. MITCHELL

SEPTEMBER 13, 2022

VICTORIA GOLF COURSE AMENDMENT NO. ONE TO AMENDED AND RESTATED LEASE NO. 100017

Los Angeles County (County) and Plenitude holdings, LLC, a Wyoming limited liability company (Lessee) entered into the Amended and Restated Lease No. 100017 (Lease), dated September 14, 2021, for the County-owned real property located at 340 Martin Luther King Jr. Street, Carson, CA, 90746, commonly known as the Victoria Golf Course. Victoria Golf Course is under the jurisdiction of the County Department of Parks and Recreation (DPR). Under the Lease, the Lessee was required to commence construction on September 14, 2022.

The purpose of the recommended action is to allow the County and the Lessee to amend the lease to: (1) extend the construction commencement date, and subsequent construction milestones, by six (6) months; (2) authorize the Director of DPR to grant one additional six (6) month extension to the construction commencement date with an extension fee of \$100,000; (3) require Lessee to submit copies of proformas for Major Subleases; and (4) require Lessee to reimburse the County for its actual costs incurred in negotiation, preparation and review of amendments to the lease.

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA

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MOTION

SOLIS _____

KUEHL _____

HAHN _____

BARGER _____

MITCHELL _____

Guidelines. The proposed action to approve Amendment No. One to amend the term of the agreement for the Amended and Restated Lease No. 100017- Victoria Golf Course – is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Approve and delegate authority to the Director of the Department of Parks and Recreation, or her designee, to execute Amendment No. One to the Ground Lease No. 100017, approved as to form by County Counsel, with Plenitude Holdings LLC for the Project, related to the lease of approximately 94 acres of the Victoria Golf Course site, located at 340 Martin Luther King, Jr. Street in the City of Carson for the development of the Project.
2. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to approve one additional six (6) month extension of the construction commencement date (plus corresponding extensions of subsequent construction milestones).

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(LM)

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE NO. 100017

VICTORIA GOLF COURSE - CARSON

THIS AMENDMENT TO LEASE (“**Amendment No. 1**” or “**Amendment**”) is made and entered into this _____ day of _____, 2022 (the “**Effective Date**”).

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
herein referred to as “County,”**

AND

**PLENITUDE HOLDINGS, LLC, a Wyoming
limited liability company, hereinafter
referred to as “Lessee.”**

RECITALS:

WHEREAS, County and Lessee entered into Amended and Restated Lease No. 100017, dated September 14, 2021, under the terms of which County leased to Lessee that certain real property located at 340 Martin Luther King Junior Street, Carson, California (the “**City**”), commonly known as the Victoria Golf Course (the “**Golf Course**”), which leasehold premises (the “**Premises**”) are more particularly described in **Exhibit “A”** attached to and incorporated in said lease (the lease and all amendments are collectively referred to as the “**Lease**”).

WHEREAS, County and Lessee desire to enter into this Amendment No. 1 to amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. Section 5.1.5.1 ("First Extension to the Development Schedule") is added as follows:

5.1.5.1 First Extension to the Required Construction Commencement Date. The Required Construction Commencement Date, the Required Construction Completion Date for a Significant Portion of the Redevelopment Work, and the Required Construction Completion Date for the Redevelopment Work are hereby each extended by six (6) months. The new deadline for the Required Construction Commencement Date is eighteen (18) months after the anniversary date of the Effective Date. The new deadline for the Required Construction Completion Date for a Significant Portion of the Redevelopment Work is forty two (42) months after the anniversary date of the Effective Date. The new deadline for the Required Construction Completion Date for the Redevelopment Work is ninety (90) months after the anniversary date of the Effective Date.

2. Section 5.1.5.2 ("Further Extension to the Required Construction Commencement Date") is added as follows:

5.1.5.2 Further Extension to the Development Schedule. At least forty five (45) days prior to the Required Construction Commencement Date, Lessee may, in writing, request one (1) additional six (6) month extension to the Required Construction Commencement Date (with corresponding extensions to the Required Construction Completion Date for a Significant Portion of the Redevelopment Work, and the Required Construction Completion Date for the Redevelopment Work). The request for further extensions of the Required Construction Commencement Date may be approved by the Director in writing. If the request for the further extension of the Required Construction Commencement Date is approved, Lessee shall pay an extension fee of \$100,000 within ten (10) days of the approval.

3. Section 11.1.3 ("Major Sublease") is deleted in its entirety and replaced with the following:

11.1.3 Major Sublease. Lessee shall deliver to County a copy of any proposed Major Sublease (or assignment or material modification of same) and a recent proforma for the proposed Major Sublessee (or proposed assignee) not less than thirty (30) days prior to the proposed effective date of such proposed Major Sublease (or assignment or material modification of same) for County's review and approval. Director shall approve or disapprove said proposed Major Sublease (or assignment or modification of same) within thirty (30) days after receipt thereof. The execution, material modification or assignment of a Major Sublease shall be subject to the procedures set forth in Section 11.2.3.7. Failure of Director to disapprove said proposed Major Sublease within thirty (30) days after Director's receipt thereof shall be deemed Director's approval thereof; provided that together with the submission of the proposed Major Sublease, Lessee must deliver to Director a transmittal letter containing the following text prominently displayed in boldface type:

"PURSUANT TO SUBSECTION 11.1.2 OF THE AMENDED AND RESTATED LEASE AGREEMENT, YOU HAVE THIRTY (30) DAYS AFTER RECEIPT OF THESE MATERIALS IN WHICH TO APPROVE OR DISAPPROVE THEM. FAILURE TO DISAPPROVE THESE MATERIALS IN WRITING WITHIN THIRTY (30) DAYS OF YOUR RECEIPT OF THESE MATERIALS SHALL CONSTITUTE YOUR APPROVAL OF THEM."

Each Major Sublease shall specifically provide that the Sublessee shall comply with all of the terms, covenants, and conditions of this Lease applicable to the portion of the Project Premises subject to the Major

Sublease. If Director disapproves a Major Sublease (or assignment or material modification of same), Director shall notify Lessee in writing of the reason or reasons, including insufficient demonstration of financial viability, for such disapproval. County acknowledges and agrees that this Section 11.1.3 shall not apply to the Approved Commercial Leases.

4. Sections 15.3.1 and 15.3.2 is added as follows:

15.3.1 For the purposes of the this Amendment No. 1, County may use the Fifteen Thousand Dollars (\$15,000) Administrative Fee already on deposit for the proposed Glytch Sublease for the Actual Costs incurred by County in the review, negotiation, preparation and documentation of the First Amendment in addition to those costs already eligible under Section 4.6. If the County's Actual Costs due and payable exceed the amount on deposit, the balance of the Administrative Charge, if any, shall be due and payable within thirty (30) days of written notice setting forth the Administrative Charge (including documentation in support of the calculation of the Administrative Charge). Any excess deposit shall remain available for review of the Glytch Sublease and treated consistent with Section 4.7.

15.3.2 In the event Lessee requests future amendments to the Lease, Lessee shall deposit Fifteen Thousand Dollars (\$15,000) toward the Administrative Charge for the Actual Costs incurred by County in the review, negotiation, preparation and documentation of amendments to the Lease requested by Lessee. Within thirty (30) days of execution of the proposed amendment or termination of the amendment negotiations, County shall deliver to Lessee written notice setting forth the Administrative Charge (including documentation in support of the calculation of the Administrative Charge). If the County's Actual Costs due and payable for the proposed amendment exceeds the amount on deposit, the balance of the Administrative Charge, if any, shall be due and payable within thirty (30) days. If the County's Actual Costs due and payable for the proposed amendment do not exceed the amount on deposit, County shall refund the amount, if any, of the deposit in excess of the Administrative Charge otherwise allowable.

5. Within ninety (90) days of the effective date of this Amendment, Lessee shall provide County recent proformas for the project and each existing Major Sublessee. Lessee shall provide County yearly updates on the progress of the proformas of the project and shall continue reporting until Required Construction Completion Date for a Significant Portion of the Redevelopment Work as defined in 5.1.5 (3) of the Lease.

6. **Miscellaneous.**

6.1 **No Other Modification.** The Lease is and remains in full force and effect, and except as referenced herein, the Lease has not been otherwise modified, amended or supplemented.

6.2 **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.

6.3 **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

6.4 **Counterparts; Electronic Signatures.** This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 1 as of the date first set forth above.

PLENITUDE HOLDINGS, LLC, a Wyoming limited liability company

By: _____
Randall W. Blanchard, Manager

THE COUNTY OF LOS ANGELES
a body corporate and public

By: _____
Norma E. García-González, Director,
Department of Parks and Recreation

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By:  _____
Rory LoAllen Deputy