



(424) 526-7777 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

**LaTayvius R. Alberty**  
Deputy Director

July 23, 2024

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

33 July 23, 2024

*Edward Yen*  
EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AND AUTHORIZE EXECUTION OF AMENDMENT NO. 3 TO  
LEASE NO. 17694 FOR PARCEL 200 – TAHITI SUBSTATION  
SOUTHERN CALIFORNIA EDISON COMPANY  
13340 FIJI WAY, MARINA DEL REY  
(SECOND DISTRICT) (4 VOTES)**

**SUBJECT**

Request for approval of a proposed amendment to an existing lease adjusting the annual rent and the insurance requirements for Parcel 200.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of the Department of Beaches and Harbors (DBH) to execute Amendment No. 3 (Amendment), a copy of which is attached hereto, to Lease No. 17694 for Parcel 200, as amended (Lease), with Southern California Edison (SCE or Lessee) to adjust Lessee's annual rent and the insurance requirements.
2. Authorize and direct the Director of DBH (Director) to execute any other ancillary documentation necessary to effectuate the terms of the Amendment and to take actions necessary and appropriate to implement the proposed Amendment.
3. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) or, in the alternative, that the actions are exempt for the reasons stated in this Board letter.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Parcel 200 is located at 13340 Fiji Way, in Marina del Rey and consists of approximately 25,745 square feet of land that is currently leased to SCE and used as an electrical substation, known as the Tahiti Substation, providing electrical service throughout Marina del Rey since 1971. The Lease allows decennial reviews and adjustments of annual rent and insurance requirements to ensure that the annual rent payable to the County of Los Angeles (County) is at fair market value and that the insurance coverage and policy limits are adequate to protect County's interest.

The Lease requires adjustment of the annual rent and insurance coverage as of February 1, 2022 (2022 Adjustment). The 2022 Adjustment was delayed due to the Covid-19 pandemic. The previous decennial reviews and/or adjustments were executed for the 1992 and 2012 years. This is the third annual rent and insurance adjustment. The Lease currently expires on March 31, 2031.

## **Implementation of Strategic Plan Goals**

In furtherance of County North Star Goal #3, "Realize Tomorrow's Government Today," Focus Area Goal G, "Internal Controls and Processes," Strategy ii, "Manage and Maximize County Assets," the proposed actions ensures that the County receives Annual Rental payments that are current with Fair Market Value and that Insurance requirements are up to date for protection of the County's interest.

## **FISCAL IMPACT/FINANCING**

The proposed Amendment will result in an increase in the leasehold rent of \$20,614 annually, because of the annual rent adjustment from \$72,086 to \$92,700. For the remaining lease term period from January 2022, through March 2031, the additional rent will total approximately \$190,680.

A part of this sum is a Retroactive Rent payment in the amount of \$61,842, for the period between January 2022, through December 2024, and the County will receive this payment ten days after Board approval of the Amendment.

### **Operating Budget Impact**

The proposed Amendment will have no impact on DBH's operating budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Parcel 200, commonly known as Southern California Edison (Lessee) Tahiti Substation contains underground transformer vaults and a building structure. The leasehold occupies 25,745 square feet of land in Marina del Rey. It does not have a water area. The 60-year ground Lease between the County and the Lessee was executed on February 1, 1971, to operate an electrical substation.

The proposed Amendment will become effective upon approval by the Board and its full execution, but the amended terms will be effective retroactively to February 1, 2022.

The proposed Amendment is authorized by Government Code Sections 25536 and 25907 and has been approved as to form by County Counsel. At its regular meeting on July 10, 2024, the County's Small Craft Harbor Commission voted to endorse DBH's recommendations as set forth herein.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Amendment is 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)(5) of the CEQA Guidelines. Approval of the proposed Amendment is an administrative activity of government which will not result in direct or indirect physical changes in the environment. In the alternative, the proposed Amendment is exempt from CEQA pursuant Section 15061(b)(3) of the Guidelines because it can be seen with certainty that the actions will not have a significant adverse impact on the environment.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on other current services or projects.

## **CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors to send two copies of the adopted-stamped Board letter to DBH, retaining a copy for your records. Should you have any questions please contact Natasha Robinson at (424) 526-7742 or [NRobinson@bh.lacounty.gov](mailto:NRobinson@bh.lacounty.gov).

Respectfully submitted,



GARY JONES

Director

GJ:AC:LTA:SP:MAC:nr

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

AMENDMENT NO. 3 TO LEASE NO. 17694

PARCEL NO. 200 – MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT NO. 3 TO LEASE NO. 17694, PARCEL NO. 200 – MARINA DEL REY SMALL CRAFT HARBOR ("Amendment" or "Amendment No. 3"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES,  
hereinafter referred to as "County",

AND

SOUTHERN CALIFORNIA EDISON COMPANY  
a California corporation, hereinafter  
referred to as "Lessee."

RECITALS:

WHEREAS, on February 1, 1971, County and Lessee entered into a 60-year lease referenced as Lease No. 17694 to operate an electrical substation on 25,754 square feet of land, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, commonly known as Parcel 200 or 13340 Fiji Way, Marina del Rey, (the "Premises") and more particularly described in Exhibit "A" attached to and incorporated in said Lease, as amended by (i) that certain Amendment No. 1 dated January 4, 1994 to the Lease No. 17694, and (ii) that certain Amendment No. 2 dated April 2, 2013 to the Lease No. 17694, (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 13 ("General Rent Renegotiation and Arbitration") of said Lease provides that as of February 1, 1992, and as of February 1st of every tenth year thereafter on the adjustment date (the "Adjustment Date"), the annual rent shall be readjusted by Lessee and County in accordance with the standards established in said Section 13; and

WHEREAS, Section 22 ("Indemnity Clause and Casualty Insurance") of said Lease requires the liability insurance limits to be adjusted for at the same time and in the same manner as the amounts of rent; and

WHEREAS, Section 13 further provides that such adjustments shall be accomplished by agreement of the parties and in the event such agreement cannot be

reached, the readjustments shall be settled by binding arbitration in the manner set forth in said Section 13; and

WHEREAS, the parties hereto have reached agreement with respect to the annual rent and required insurance adjustments and wish to amend Lease as set forth herein to apply the agreed terms for the ten-year period commencing on February 1, 2022 (the "2022 Adjustment Date"); and

WHEREAS, the parties hereto wish to amend Lease with respect to the Fair Market Value for Annual Rent and insurance adjustments as set forth herein; and

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the same meanings given such terms in Lease;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual agreements, covenants and conditions contained herein, County and Lessee agree as follows:

**1. Annual Rent.**

Effective February 1, 2022 (Effective Date), Section 11 of Lease is amended to read as follows:

"Lessee shall pay to County the increased Annual Rent amount of \$92,700.00 on or before the first day of each year. For the remaining Term of the Lease, in no event shall the Annual Rent be reduced to an amount less than the Annual Rent that was in effect for the year immediately preceding the Effective Date of this Amendment."

**2. Retroactive Rent Due.**

- (a) On the date set forth in subsection (b) below, Lessee shall pay County Retroactive Rent in the total amount of \$61,842.00, for the period between February 1, 2022 through January 1, 2024. The Retroactive Rent is the difference between the current Annual Rent in the amount of \$72,086.00 and the increased Annual Rent per this Amendment in the amount of \$92,700.00 per year.
- (b) The Retroactive Rent shall be due and payable to County **within ten** days after full execution of Amendment No 3.

**3. Insurance.**

The terms and provisions of Section 22 of the Lease, starting with the second paragraph's words "Lessee shall maintain..." are hereby deleted and replaced with the following:

## **I. GENERAL INSURANCE PROVISIONS – LESSEE REQUIREMENTS**

Without limiting Lessee's indemnification of County and during the term of this Lease, and until all of its obligations pursuant to Lease have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Lease. County in no way warrants that the Required Insurance is sufficient to protect Lessee for liabilities which may arise from or relate to this Lease.

### **A. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to County at the address shown below and provided prior to the execution of Amendment No. 3.
- Renewal Certificates shall be provided to County not more than 10 days after Lessee's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Lessee identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars or such other commercially reasonable amount as approved by the Director, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, and notices of cancellation shall be delivered to:

County of Los Angeles  
Department of Beaches and Harbors  
13837 Fiji Way  
Marina del Rey, California 90292  
Attention: Asset Management Division

Lessee also shall promptly notify County of any third-party claim or suit over One Hundred Fifty Thousand Dollars (\$150,000) filed against Lessee which arises from or relates to Lease and could result in the filing of a claim or lawsuit against Lessee and/or County. Such notification shall be made in writing within 72 hours after Lessee first becomes aware of the claim or threatened claim.

**B. Additional Insured Status and Scope of Coverage**

County, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Lessee's General Liability policy with respect to liability arising from or connected with Lessee's acts, errors, and omissions arising from and/or relating to Lessee's operations on and/or its use of Premises. County's additional insured status shall apply with respect to liability and defense of suits arising out of Lessee's acts or omissions, whether such liability is attributable to Lessee or to County. The full policy limits and scope of protection also shall apply to County as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**C. Cancellation of or Changes in Insurance**

Lessee shall provide County with, or Lessee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any material change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease only after Lessee has been provided at least thirty (30) days' notice and an opportunity to cure, in the sole discretion of County, upon which County may suspend or terminate this Lease.

**D. Failure to Maintain Insurance**

Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease. County, at its sole discretion, may obtain damages from Lessee resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Lessee, pursue Lessee reimbursement.

**E. Insurer Financial Ratings**

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

**F. Lessee's Insurance Shall Be Primary**

Lessee's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to County, except if such claim is related to a Sublease; in that case the Sublessee's insurance should be primary. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

**G. Waiver of Subrogation**

To the fullest extent permitted by law, Lessee hereby waives its and its insurer(s) rights of recovery against County under required General Liability and Property insurance policies for any loss arising from or related to this Lease. Lessee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

**H. Deductibles and Self-Insured Retentions (SIRs)**

Lessee's policies shall not obligate County to pay any portion of any Lessee deductible or SIR.

**I. Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the start date of this Lease. Lessee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination, or cancellation.



**J. Application of Excess Liability Coverage**

Lessee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**K. Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**II. INSURANCE COVERAGE TYPES AND LIMITS**

- A. Commercial General Liability Insurance** providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$8 million
Each Occurrence:	\$4 million

- B. Automobile Liability insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Lessee's use of autos pursuant to Lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability insurance** or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Lessee's employees will be engaged in maritime operations, coverage also shall be arranged to provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law for which Lessee is responsible.

- D. Commercial Property Insurance.** Such coverage shall:

- Provide coverage for Lessee's property, and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including earthquake, Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent. **The County reserves the right to review, and then approve, Lessee use of self-insurance, risk retention groups, risk purchasing groups, pooling**

**arrangements, and captive insurance to satisfy the Required Insurance provisions, and such approval shall not be unreasonably withheld. County and its Agents shall be designated as an Additional Covered Party under any approved program.**

- Be written for the full replacement cost of the property. Insurance proceeds shall be payable to Lessee and County as their interests may appear and be utilized for repair and restoration of the Premises.
- Any insurance coverage may be issued in the form of a blanket policy insuring other properties, in form, amount, and content reasonably satisfactory to County so that such coverage provides the same protection as required under this Article 11 as if the insurance had been procured on an individual property basis.

**E. Self - Insurance.** If it is no longer prudent to obtain the insurance required hereunder in light of the costs payable for the benefits obtained and Lessee adopts a program of self-insurance that is approved by County, and such approval not to be unreasonably withheld, then Lessee shall not be in breach thereof if it fails to obtain such insurance. Self-insurance shall be deemed to be full insurance coverage in the amounts required by this Lease.

1. Notice of Intent. Not less than ninety (90) days prior to the expiration date of the existing insurance, Lessee shall notify County of its desire to self-insure.
2. Submission of Program. Not less than seventy (70) days prior to the expiration of the date of the existing insurance, Lessee shall submit to County a complete description of its proposed self-insurance program and sufficient supporting data to enable County to make an informed evaluation and decision on Lessee's program.
3. County's Right to Challenge. County shall have the right to challenge Lessee's decision to self-insure by written notice given within forty (40) days after County's receipt of the data required subsection II. E. 2., or at any time thereafter.
4. Right to Place Insurance. If the County challenges the decision to self-insure or the program of self-insurance, County shall have the right to place the insurance otherwise required by this Lease if Lessee does not otherwise obtain the insurance required under this Lease.
5. Arbitration. Any challenge under this Section II.E. shall be resolved by binding arbitration in accordance with Section 13. Should County prevail, it

shall be entitled to recover the cost of any insurance placed by County, as well as all other fees and costs.

**County Self-Insurance Requirements.** In addition to the terms above, County will consider the request from Lessee to self-insure subject to review and approval of Lessee's update to its Certificate of Self-Insured, pursuant to the following County requirements:

1. A formal declaration to be self-insured for the type and amount of coverage that have been mutually agreed upon between County and Lessee. This can be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Lessee. The statement also must identify which required coverages are self-insured and which are commercially insured. Lessees who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State. Lessee must notify County immediately of discontinuation or substantial change in the program.
2. A statement that County is a protected party under the self-insurance program. This statement must confirm that Lessee's program will respond on a primary basis to any County commercial insurance or self-insurance programs to ensure that County will be provided at least the same protection from liability and defense of lawsuits as would be provided by first dollar commercial insurance.
3. An agreement to notify County immediately of any claim, judgment, settlement, award, verdict or change in Lessee's financial condition which would have a significant negative effect on Lessee's self-insurance program.
4. An agreement to notify County immediately of any claim, judgment, settlement, award or verdict under Lessee's self-insurance program involving County service agreement.
5. The name, title, address, and telephone number of the individual responsible for the administration of Lessee's self-insurance program, as well as the name, address and telephone number of Lessee's claims administrator and legal counsel.
6. A current audited financial statement to be evaluated by County to determine if Lessee has adequate financial resources to respond to claims falling within the self-insured retention or self-insured program. Re-submission of such a statement is required not less than annually or more frequently at County's request. Failure to comply will result in County's withdrawal to approve.

7. General Liability and Auto Liability insurance coverage shall be under a separate Certificate of Self-Insured.

**F. Construction Insurance.** For any construction projects, including any alterations or restorations of the Improvements on the Premises, Lessee or Lessee's contractor will provide the following insurance (County will determine the coverage limits required on a project-by-project basis).

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating, and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including County furnished materials and equipment, against loss or damage until completion and acceptance by Lessee and County if required. County reserves the right to review, and then approve, Lessee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions, and such approval shall not be unreasonably withheld. County and its Agents shall be designated as an Additional Covered Party under any approved program.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming County as an additional insured, with limits of not less than \$(to be determined on a project-by-project basis):

General Aggregate	<u>(to be determined)</u>
Products/Completed Operations Aggregate	<u>(to be determined)</u>
Personal and Advertising Injury	<u>(to be determined)</u>
Each Occurrence	<u>(to be determined)</u>

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by Lessee and County if required.

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$(to be determined by County on a project-by-project basis) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such

insurance shall cover liability arising out of Lessee's or Lessee's use of autos pursuant to this Lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the Lessee's Lessee and/or licensed professional (i.e., architects, engineers, surveyors, etc.) with limits of not less than \$(to be determined by County on a project-by-project basis) per claim and \$(double the per claim limit) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination, or cancellation of the construction project.
- Workers Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against County for injury to Lessee's or Lessee's Lessee employees. If Lessee's or Lessee's Lessee employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act, or any other federal law to which the Lessee is subject. If Lessee or Lessee's Lessee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.
- Asbestos Liability or Lessees Pollution Liability Insurance is needed if construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under Lessee's or Lessee's Lessee Automobile Liability Insurance if available to obtain.

### **III. ADJUSTMENT TO INSURANCE PROVISIONS**

Adjustment to Amount of Liability Coverage. The amounts of liability coverage required under Sections II. A., II. B., II. C., and II. D. above shall be subject to renegotiation on each Adjustment Date.

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures, at the time of each Adjustment Date.

If County and Lessee cannot agree upon the amount of insurance, the matter shall be resolved by binding arbitration in accordance with Section 13 of Lease.

#### **4. Counterparts; Electronic Signature.**

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) intend 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.

#### **5. Miscellaneous.**

Except as herein specifically amended, all terms, conditions and provisions of Lease shall be and remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and re-acknowledges its respective obligations under Lease as amended hereby. In the event of a conflict between the terms of Amendment No. 3 and the terms of Lease, the terms of this Amendment shall control.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the date and year first written above.

**LESSEE**

**SOUTHERN CALIFORNIA EDISON**

A California corporation

By

  
1BDE0251ED1B4C1...

Name

Tracy Sanders

Title:

Vice President,  
Vegetation, Inspections & Operational Services

**ATTEST:**

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

**GROUND LESSOR**

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Gary Jones, Director  
Department of Beaches and Harbors

**APPROVED AS TO FORM:**

DAWYN HARRISON  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

Marina Del Rey  
Lease Parcel No. 200

Parcel 807, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County, and that portion of Parcel 806, in said County, as shown on said map, within the following described boundaries:

Beginning at the westerly corner of said Parcel 806, said westerly corner being a point in that certain 1540 foot radius curve in the northwesterly boundary of said last mentioned parcel, a radial of said curve to said point bears South  $41^{\circ}10'22''$  East; thence northeasterly along said curve through a central angle of  $4^{\circ}41'16''$  a distance of 126.00 feet; thence South  $45^{\circ}51'38''$  East along a prolonged radial of said curve 4.00 feet; thence North  $84^{\circ}21'35''$  East 55.88 feet; thence South  $37^{\circ}50'41''$  East 70.46 feet to a point in the southeasterly line of said last mentioned parcel distant North  $62^{\circ}01'26''$  East thereon 175.81 feet from the southerly corner of said last mentioned parcel; thence South  $62^{\circ}01'26''$  West along said southeasterly line 175.81 feet to said southerly corner; thence North  $37^{\circ}49'47''$  West along the southwesterly line of said last mentioned parcel a distance of 61.60 feet to the point of beginning.

Together with a right of way for overhead power line purposes in and across a portion of the southeasterly 15 feet of said Parcel 806, which extends from the northeasterly boundary of above described parcel of land, northeasterly to the southwesterly line of the northeasterly 10 feet of said Parcel 806.

Reserving and excepting unto the County of Los Angeles a right of way for ingress and egress over that portion of above described parcel of land, within the following described boundaries:



Beginning at the westerly corner of said Parcel 806; thence northeasterly along the northwesterly boundary of said last mentioned parcel a distance of 126.00 feet to the northeasterly boundary of above described parcel of land; thence South  $45^{\circ}51'38''$  East along said northeasterly boundary 4.00 feet to the westerly terminus of the northerly line of above described parcel of land; thence North  $84^{\circ}21'35''$  East along said northerly line 55.88 feet to the easterly terminus of said northerly line; thence South  $56^{\circ}36'52''$  West 46.10 feet; thence South  $54^{\circ}27'00''$  West 79.46 feet; thence South  $53^{\circ}15'30''$  West 39.93 feet; thence South  $87^{\circ}53'00''$  West 9.73 feet to a point in the southwesterly line of said Parcel 806 distant South  $37^{\circ}49'47''$  East thereon 8.08 feet from said westerly corner; thence North  $37^{\circ}49'47''$  West along said southwesterly line 8.08 feet to the point of beginning.

DESCRIPTION APPROVED

JUN 17 1970

JOHN A. LAMBIE

County Engineer

By *Edgar Sabath* Deputy