

AFTER RECORDATION PLEASE RETURN TO:

Los Angeles County Regional Park and Open Space
1000 S. Fremont Ave. Unit 40 Bldg A-9 East
Alhambra, California 91803

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DEED RESTRICTION

This FIRST AMENDMENT TO DEED RESTRICTION (this “**First Amendment**”) is made and entered into as of _____, 2023, by and between the CITY OF COMMERCE, (the “**Owner**”), and the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (the “**District**”), with reference to the following facts:

WHEREAS, the Owner entered into that certain Deed Restriction dated as of August 20, 2020 (the “**Original Deed Restriction**”), recorded on March 11, 2021 as Instrument No. 20210395417 in the Official Records of Los Angeles County, California, in connection with the District’s conditional approval of Grant No. 58M1-17-2656 for the planting and maintaining of trees on certain real property described in the Original Deed Restriction, including without limitation that certain real property described on **Exhibit A** attached hereto (the “**Existing Park Property**”);

WHEREAS, simultaneously with this First Amendment, the Owner will cease to own the Existing Park Property and will become the owner of that certain adjacent property described in **Exhibit B** attached hereto (the “**New Park Property**”); and

WHEREAS, the undersigned parties desire to (i) release the Existing Park Property from the Original Deed Restriction, and (ii) in lieu thereof, subject the New Park Property to terms and the conditions of the Original Deed Restriction.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both parties hereto agree as follows:

1. Release of Existing Park Property. The Existing Park Property is hereby unconditionally and irrevocably released from the Original Deed Restriction, so that no portion of the Original Deed Restriction shall encumber any portion of the Existing Park Property. Accordingly, all references to the Existing Park Property in the Original Deed Restriction shall be deleted and of no further force or effect. No subsequent owners of the Existing Park Property shall have any liability or obligation in connection with the Original Deed Restriction.

2. Addition of New Park Property. The New Park Property is hereby subject in all respects to the terms and conditions of the Original Deed Restriction. The Original Deed Restriction shall encumber the New Park Property and for all purposes be considered a covenant, condition, and restriction on the use and enjoyment of the New Park Property.

2. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this First Amendment, and no representations, promises or inducements have been made by the parties other than as appear in this First Amendment. This First Amendment may not be amended except in writing signed by the parties hereto.

3. Miscellaneous. This First Amendment may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which taken together shall constitute one and the same original agreement. This First Amendment and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. Except as modified in this First Amendment to the contrary, the Original Deed Restriction shall remain in full force and effect. This First Amendment shall be construed and enforced in accordance with the laws of the State of California.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

CITY OF COMMERCE

By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT

By: _____
Deputy Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A
EXISTING PARK PROPERTY

Real property in the City of Commerce, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 389 OF PATENTS, AND OF THE RANCHO SANTA GERTRUDES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 156 TO 158 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF TRACT NO. 11591 AS PER MAP RECORDED IN BOOK 212, PAGES 39 AND 40 OF MAPS, RECORDS OF SAID COUNTY, WITH THE WESTERLY LINE OF MERU AVENUE, NOW GREENWOOD, AS SHOWN ON SAID MAP OF TRACT NO. 11591; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID LAST MENTIONED SOUTHERLY LINE, THE FOLLOWING COURSES AND DISTANCE; SOUTH 89° 18' 26" EAST 385.77 FEET, NORTH 69° 19' EAST 208 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 69° 13' 19" EAST 162.18 FEET; THENCE NORTH 55° 05' EAST 244.45 FEET TO THE SOUTHERLY TERMINUS OF ZINDELL AVENUE, AS SHOWN ON SAID MAP OF TRACT NO. 11591; THENCE EASTERLY ALONG SAID SOUTHERLY TERMINUS, 33.92 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT NO. 11591 AND THE SOUTHWESTERLY LINE OF THE TRACT OF LAND CONVEYED TO JOHN SEX BY DEED RECORDED IN BOOK 13, PAGE 161 OF DEEDS; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 41° 54' EAST 595.81 FEET TO A POINT; THENCE SOUTH 81° 06' WEST 86 FEET SOUTH 81° 03' WEST 411.07 FEET, MORE OR LESS, TO A POINT BEARING SOUTH 41° 54' EAST FROM THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ROCKY MOUNTAIN SERVICE INC., A UTAH CORPORATION, RECORDED OCTOBER 03, 1956 AS INSTRUMENT NO. 568; THENCE ALONG THE EASTERLY LINE OF SAID LAND IN SAID DEED, NORTH 41° 54' WEST 422.99 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION OF SAID LAND WITH PARCEL 35, AS DESCRIBED IN AN ACTION TO CONDEMN SAID PARCEL FOR FLOOD CONTROL PURPOSES, SUPERIOR COURT LOS ANGELES COUNTY, CASE NO. 590754; A CERTIFIED COPY OF THE FINAL DECREE OF CONDEMNATION ENTERED JANUARY 13, 1953 IN SAID ACTION, BEING RECORDED JANUARY 19, 1953 IN BOOK 40766, PAGE 236 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS, AND OTHER MINERALS IN OR UNDER SAID LANDS, AS RESERVED BY CALIFORNIA TRUST COMPANY BY DEED RECORDED APRIL 17, 1944 IN BOOK 20838, PAGE 147 OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 11 OF TRACT NO. 11591, AS PER MAP RECORDED IN BOOK 212, PAGES 39 AND 40 OF MAPS, RECORDS OF SAID COUNTY; THEN SOUTH 69° 13' 19" WEST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LOT 11 DISTANCE OF 21.30 FEET TO THE TRUE POINT OF BEGINNING. THENCE CONTINUING SOUTH 69° 13' 19" WEST 34.24 FEET TO A POINT IN A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 55.00 FEET THROUGH WHICH A

RADIAL LINE OF SAID CURVE BEARS SOUTH 56° 37' 11" WEST; THENCE EASTERLY ALONG SAID CURVE 71.44 FEET THROUGH AN ANGLE OF 74° 25' 32" TO A POINT IN A LINE BEARING SOUTH 41° 54' EAST FROM THE TRUE POINT OF BEGINNING, SAID POINT BEING IN THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ROCKY MOUNTAIN SERVICE INC., A UTAH CORPORATION, RECORDED OCTOBER 03, 1956 AS INSTRUMENT NO. 568; THENCE NORTH 41° 54' WEST THEREON 46.02 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

NEW PARK PROPERTY

Real property in the City of Commerce, County of Los Angeles, State of California, described as follows:

LOT 2 OF TRACT MAP NO. 83334, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER A MAP FILED IN BOOK _____, PAGES _____ THROUGH _____ INCLUSIVE, OF MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.