

THIRD AMENDMENT TO PERMIT NO. 892
BETWEEN THE CITY OF LOS ANGELES AND
CAL MARINE FISH COMPANY, LLC

THIS THIRD AMENDMENT to PERMIT NO. 892 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") and CAL MARINE FISH COMPANY, LLC, a California corporation ("Tenant") as follows:

WHEREAS, Harbor Board of Commissioner approved Permit No. 892 between City and Tri-Marine Fish Company, LLC, and subsequently Tenant, on June 7, 2011 and subsequent amendments;

WHEREAS, Tenant is currently occupying 248,351 square feet under Revocable Permit No. 892 for the offloading and processing of squid and wet fish from commercial fishing boats and associated water-dependent operations, consistent with the Permitted Uses;

WHEREAS, following a five-year review of Permit No. 892, the City and Tenant reached a mutual agreement on new rental rates and a reduction to the size of the delineated premises;

WHEREAS, Section 2(d) of Permit 892 allows for addition or reduction of Premises, upon Executive Director approval, so long as the addition or deletion does not exceed twenty thousand (20,000) square feet in the aggregate; and

WHEREAS, the reduction of Premises does not exceed twenty thousand (20,000) square feet in the aggregate;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. The terms of this Third Amendment shall be deemed operative as of 1/1/2024.
2. Exhibit A-3 is replaced in its entirety with attached Exhibit "A-4".
3. Delete Section 2(a) and replace with the following, reflecting a reduction in premises modification as set forth in 2(d):

"(a) Description. The premises subject to this Agreement are as delineated and more particularly described on the Harbor Engineer's Drawing attached hereto as Exhibit "A-4", and maintained on file in the office of the Chief Harbor Engineer, Engineering Division, of the Harbor Department of the City (hereinafter called "Harbor Engineer"). The premises is comprised of parcel 1 described as 85 square feet of non-exclusive wharf area; Parcel 2, described as 199,294 square feet of paved land area; parcel 3 described as 14,435 square feet of warehouse space; Parcel 4, described as 8,572 square feet of paved land immediately adjacent to the warehouse space; Parcel 5, described as 5,965 square feet of office space; and a First Right of Refusal for Parcel 6, described as 47,425 square feet of paved land immediately adjacent to the warehouse space ("Premises").

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Except as amended herein, all remaining terms and conditions of Permit No. 892, and its amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Permit No. 892 on the date to the left of their signatures.

DATED: _____

CITY OF LOS ANGELES
HARBOR DEPARTMENT

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Board Secretary

DATED: July 11, 2024

CAL MARINE FISH COMPANY, LLC.

By: 
ANTHONY VALERO PRESIDENT/MANAGER
Type/Print Name and Title

By: 
RENATO CORTO MANAGER
Type/Print Name and Title

APPROVED AS TO FORM AND LEGALITY

July 18, 2024
HYDEE FELDSTEIN SOTO, City Attorney

By: 
DEBORAH DORNY, Deputy