

AMENDMENT NO. ONE TO THE LICENSE AGREEMENT BETWEEN THE CITY
OF HAWTHORNE, HAWTHORNE AIRPORT, LLC AND NORTHROP GRUMMAN
SYSTEMS CORPORATION FOR MONITORING OF WELLS

This First Amendment (“Amendment No. 1”) to the Agreement between the City of Hawthorne (“City”), Hawthorne Airport, LLC (“Lessee”) and Northrop Grumman Systems corporation (“Grantee”) for the monitoring of wells at Hawthorne Municipal Airport – Jack Northrop Field (“Airport Property”) is hereby entered into as of June 8, 2025 (“Effective Date”).

RECITALS

A. Reference is hereby made to License Agreement for Monitoring Wells (“Agreement”) dated June 9, 2020 between the City, Lessee and Grantee; and

B. The Agreement granted the Grantee the right to construct, erect, maintain, operate repair renew, remove and abandon monitoring wells for determining the extent of impacted groundwater migration in the City of Hawthorne as described on Exhibit “A” attached to the Agreement; and

C. The Agreement provided for Lessee to permit Grantee the access to the Airport Property for the monitoring of wells on the property leased by the City to Lessee under certain conditions, including the potential closure of the runway; and

D. The Agreement specified for the monitoring of 12 wells with potential request for an additional 6 locations for drilling and monitoring, pursuant to which the Grantee is now monitoring an additional well to a total of 13 wells with 5 locations for potential drilling and monitoring, that also causes the need to updated Exhibit “A”; and

E. The Agreement also required Grantee to procure and maintain a General Liability and Pollution Liability insurance coverage of single limits of at least \$1,000,000 per occurrence for each liability coverage; and

F. The term of the Agreement was for five years and therefore, the Agreement will expire on June 9, 2025; and

G. The Parties desire to extend the Agreement for additional five years and update Grantee’s General Liability and Pollution Liability insurance coverage limits.

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

The Exhibit “A” is hereby deleted and replaced by a new Exhibit “A” attached hereto.

The second paragraph of the recitals and third paragraph on page one is hereby deleted and replaced by a new recital paragraph, which shall read as follows:

WHEREAS, Grantee desires to monitor thirteen (13) existing wells and upon request to the City to drill and monitor up to 5 additional wells on the Airport Property. The locations are shown on attached map (Exhibit A); and

The first paragraph after the recitals on page one of the Agreement is hereby deleted and replaced by a new paragraph, which shall read as follows:

The City hereby grants to Grantee for the term of five (5) years from the effective date of this Amendment No. One to the Agreement, subject to the extensions at the discretion of the City, subject, further, to all the special and general provisions attached hereto and made a part hereof, the right and privilege to construct, erect, maintain, operate, repair, renew, remove and abandon monitoring wells for determining the extent of impacted groundwater migration in the City of Hawthorne as described and shown on Exhibit "A" attached hereto and made a part thereof.

Section IX(A)(2) of the Agreement is hereby deleted and replaced by a new Section IX (A)(2), which shall read as follows:

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, explosion, collapse and underground hazards, and contractual obligations with combined single limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate.

Section IX(A)(3)(d) of the Agreement is hereby deleted and replaced by a new Section IX(A)(3)(d), which shall read as follows:

d. Losses caused by pollution conditions that arise from the operation of the Grantee described under the Scope of Services of this contract with combined single limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate.

Section XII(D), only as to City of Hawthorne, is hereby deleted and replaced by a new Notice provision for City of Hawthorne, which shall read as follows:

City of Hawthorne: Vontray Norris
City Manager
4455 West 126th Street
Hawthorne, CA 90250

Except as specifically amended by this Amendment No. One, all other provisions of the Agreement, including all exhibits attached thereto, shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City of Hawthorne,
a California municipal corporation

Northrop Grumman Systems Corporation
A Delaware Corporation

By: _____
Name: Vontray Norris
Title: City Manager

By: _____
Name:
Title: Director, Corporate Real Estate

Hawthorne Airport, LLC
A Delaware Limited Liability Company

By: _____
Name:
President, Hawthorne Airport, LLC

ATTEST:

By: _____
Name: Dayna Williams-Hunter
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Robert M. Kim
Title: City Attorney

