

**EXHIBIT "1"**

**Lease Agreement dated February 9, 2000**

**By and between Department of Recreation and Parks of the City of  
Los Angeles, a Municipal Corporation**

**And**

**City of Glendale, a Municipal Corporation**

**EXHIBIT "1"**

## LEASE AGREEMENT

*Ed Quain*  
THIS LEASE AGREEMENT ("Agreement") is entered into as of this 9 day of February, 1998, by and between the Department of Recreation and Parks ("Department") of the City of Los Angeles, a municipal corporation ("Lessor"), acting by order of and through its Board of Recreation and Park Commissioners ("Board") and the City of Glendale, a municipal corporation ("City"), with reference to the following facts:

### RECITALS

A. The City has agreed to operate a groundwater treatment plant and related facilities being constructed by the City and by the Glendale Respondents Group, LLC ("LLC"), a California limited liability company, on behalf of the City, at the direction of the United States Environmental Protection Agency in connection with the Interim Remedial Action for the Glendale North and South Operable Units of the San Fernando Superfund Site.

B. Pursuant to such Interim Remedial Action, the City plans to install (or have installed on its behalf), operate, monitor and maintain the improvements shown on Exhibit A attached hereto ("Improvements") on certain real property owned by Lessor, which property is more particularly described on Exhibit B attached hereto ("Premises").

C. Lessor and the City have agreed that, subject to the terms and conditions set forth in the Agreement: (1) Lessor will lease the Premises to the City (the "Lease"); and (2) Lessor will grant to the City a right of entry (the "Entry") for use of the areas identified on Exhibit "A" as "Area T" and "Area C" (collectively, the "Temporary Construction Area") for the construction of the Improvement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises: Temporary Construction Area. Lessor hereby leases to the City, its successors and assigns, use of the Premises and grants a right of entry to the Temporary Construction Area for the installation, construction, use, operation, maintenance, repair, improvement, restoration, replacement, inspection, testing and removal of certain water transmission pipelines, extraction and monitoring wells and appurtenances. These pipelines, wells and appurtenances shall be installed in the manner and locations as described in the approved plans labeled Exhibit "A," attached hereto and made a part hereof. The City may not use the Premises

for any other purpose or business without obtaining Lessor's prior written consent, which consent Lessor may withhold in its sole discretion. The City shall comply with all governmental laws, regulations and ordinances relating to its use of the Premises and shall, at its sole cost and expense, obtain all permits and licenses required with respect thereto.

2. Agency Access. Lessor shall permit the U.S. Environmental Protection Agency, the California Department of Health Services, the City of Glendale, the California Regional Water Quality Control Board, any other federal or state authorities having appropriate jurisdiction over the Premises, and their respective employees, agents and contractors to enter onto the Premises to inspect or oversee the installation, construction, use, operation, maintenance, repair, improvement, restoration, replacement, inspection, testing and removal of the Improvements, subject to the terms and conditions governing entry by the City stated herein.

3. Maintenance: No Impairment of Access. The City shall, at its sole cost and expense, repair any damage to the Premises and any adjacent property caused by the City's or LLC's use thereof. The City or LLC shall not unreasonably impair access to the Premises or Lessor's facilities.

4. Term.

a. Unless sooner terminated by the City, the term of the Lease shall be fifteen (15) years, and shall commence on the date ("Commencement Date") that this Agreement is executed by Lessor and the City.

b. The term of the Entry shall be one hundred twenty (120) days and shall commence on the date designated ("Entry Commencement Date") in a notice, given in accordance with the notice provisions of this Agreement, from the City to Lessor; provided, however, that the Entry Commencement Date shall in no event be less than fourteen (14) days after the date of such notice to Lessor and shall be within one (1) year of the Commencement Date.

c. The City may request renewal of this Agreement for one (1) additional consecutive term of ten (10) years. The extension shall be subject to the approval of the Board, not to be unreasonably withheld. To initiate the renewal process, City shall submit a written request to the Department General Manager at the address listed in Paragraph 14 of this Agreement not less than six (6) months prior to the initial expiration date of this Agreement.

d. Following the expiration of this Agreement, and until such time as either Department or City terminates City's occupancy, or until such time as a new written Agreement is executed by both parties, City's possession of the Premises will be as a month to month tenant upon the same terms as specified in this Agreement, except for the term of the tenancy. Such month to month tenancy may be terminated by City or the Department upon thirty (30) days written notice.

e. Notwithstanding any other provision contained in this Agreement to the contrary, the City may, at any time, terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to Lessor. The date upon which this Agreement is terminated shall be hereinafter referred to as the "Termination Date."

5. Memorandum of Lease. The Lessor and the City hereby agree that upon execution of this Agreement, they will execute a Memorandum of Lease in substantially the form attached as Exhibit "C" hereto ("Memorandum of Lease") which shall be recorded in the Official Records of Los Angeles County, California within thirty days of the Commencement Date.

6. Consideration. As consideration for the Lease and the Entry, the City hereby agrees to pay to Lessor the following consideration:

a. Twenty-Two Thousand Three Hundred Twenty Dollars (\$22,320) on the Commencement Date as consideration for the Entry to use the Temporary Construction Area;

b. Twenty-Three Thousand Eight Hundred Seventy-Two Dollars (\$23,872) on the Commencement Date as consideration for administrative costs of the Lessor;

c. Five Thousand Dollars (\$5,000) on the Commencement Date as consideration for severance damages to Lessor's property; and

d. Annual rent ("Annual Rent") for the first five (5) years of the term of the Lease in the amount of Eight Thousand Eight Hundred and Eight Dollars (\$8,808) for the lease of the Premises. At the end of the fifth and tenth years, the Annual Rent shall be adjusted upwards (the "Rent Adjustment" by a percentage which represents the cumulative total of the percentage increase in the CPI (as defined below) for each year of the immediately preceding five year period. As used herein, the term "CPI" shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California Area (1993=100) published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Annual Rent shall be due and payable in advance commencing on the Commencement Date and on each subsequent anniversary of the Commencement Date. Annual Rent payments shall be made to Lessor at the address set forth in Section 14 of this Agreement or at such other address as Lessor requests pursuant to the notice provisions of this Agreement. Annual Rent payments for the sixth year and eleventh year of the term of the Lease shall be made as follows: (1) on the sixth anniversary of the Commencement Date, the City shall pay \$8,808 to Lessor, and the City shall make an additional payment to Lessor in the amount of the Rent Adjustment within (10) days after the Lessor and City agree on the amount of the Rent Adjustment for the following



five year period; and (2) on the eleventh anniversary of the Commencement Date, the City shall pay to Lessor the amount of Annual Rent paid for the tenth year of the Lease, and the City shall make an additional payment to Lessor in the amount of the Rent Adjustment within ten (10) days after the Lessor and City agree on the amount of the Rent Adjustment for the following five year period.

In addition to the above consideration, the City hereby agrees to obtain a bond or letter of credit with a face value of \$100,000, approved by the Lessor and the City Attorney, and in case of a bond, payable to the Lessor, which amount represents the estimated cost of removing from the Premises all water transmission pipelines and appurtenances installed as part of the Improvements, to perform certain remediation work on the extraction and monitoring wells (as described in Paragraph 7(b) of this Agreement) and to restore the Premises to the same condition as it was in prior to any work performed by the City and/or LLC:

7. Surrender of Possession.

a. On or before the Termination Date, the City shall surrender possession of the Premises to Lessor in good order, condition and repair, to the reasonable satisfaction and approval of the Department, and shall remove all of the City's personal property from the Premises.

b. Upon termination of this Agreement, the City shall remove from the Premises all water transmission pipelines and appurtenances installed as part of the Improvements. With regard to the extraction and monitoring wells installed by the City or LLC, the City shall, upon termination of this Agreement, cap the wells at a depth of approximately 25 feet, fill the wells with a slurry mixture and fully recompact the fill above the capped wells to the requirements and approval of the Lessor's Department of Building and Safety.

8. Indemnity. As additional consideration for entering this Agreement, the City agrees to indemnify, protect, and hold harmless Lessor from and against any loss, damage, liability, claim, cost or expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising from or related to (i) the entry or activities of the City, its agents, employees, consultants and designees and the LLC, on the Premises, including, without limitation, damage caused by the activities of the City, its agents, employees, consultants and designees and the LLC to any underground tanks, pipes, pipelines and similar appurtenances (collectively "Underground Items"), whether known or unknown to Lessor, whether or not disclosed by Lessor to City, and, if disclosed, whether the details were correctly disclosed by Lessor (ii) the use of the Premises by the City, its agents, employees, consultants and designees and the LLC, including without limitation any release of water from the pipelines irrespective of the fault of the City, its agents, employees, consultants, designees or the LLC (iii) the release of "Hazardous Materials" (as hereinafter defined) by or at the direction of the City, its agents, employees, consultants or designees or by or at the direction of the LLC in or on the Premises, (iv) the

breach or violation by the City, its agents, employees, consultants and designees or the LLC of the terms of this Agreement, or (v) any statutory lien for labor or materials or other lien which may arise out of the City's or the LLC's activities on the Premises. Notwithstanding the foregoing, the City shall not be obligated to indemnify, protect and hold harmless Lessor from and against any Claim arising from or related to any intentional or negligent act or omission of Lessor. For purposes of this Agreement, the term "Hazardous Materials" means any hazardous, explosive, radioactive or toxic substance, material or waste which is regulated by any local governmental authority, the State of California or the United States.

9. Indemnity - Underground Items Lessor hereby agrees that it will, in good faith, disclose to the City, on or before the Commencement Date, the location of any Underground Items known to Lessor located on the Premises or in the Temporary Construction Area but makes no warranty of the completeness or accuracy of such disclosure. Notwithstanding anything to the contrary in the provisions of Paragraph 8 Indemnity above, the City shall be obligated to indemnify Lessor for all damage caused by the City, its agents, employees, consultants or designees or by LLC to any Underground Items, whether or not Lessor disclosed them or is negligent in disclosing the existence, location or other details with respect to such items.

10. Liens. The City shall not suffer or permit to be filed or enforced against the Premises, or any part thereof, any statutory lien for labor or materials (including, without limitation, any mechanics' or materialmen's lien) or any claim for damages arising from the City's or LLC's use of or activities on the Premises. The City shall pay or cause to be paid on a timely basis all bills or claims which could give rise to any such statutory lien or claim for damages. If any statutory or other lien is filed or asserted against the Premises as a result of the City's or LLC's use or activities thereon, the City shall cause the same to be fully discharged, by payment, bonding or otherwise, within thirty (30) days after such filing or assertion. Should the City fail to cause such lien to be discharged, Lessor shall have the right to do so, by payment, bonding (including, without limitation, obtaining and recording a lien release bond pursuant to California Civil Code Section 3143) or otherwise, and the City shall pay to Lessor on demand all amounts expended in connection with obtaining such discharge.

11. Insurance. The City shall, at all times during the term of this Agreement, maintain or cause to be maintained with an insurance company or companies admitted to transact insurance business in California and having an A.M. Best rating of not less than A-VIII, the following insurance covering the operations and tenancy of the City on the Property: General Liability Insurance including coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors and Non-owned Automobile Liability. Such insurance shall have a combined single limit of not less than \$500,000, per occurrence and in the aggregate, except that during periods of construction, maintenance or repair of the Improvements, such insurance shall have a combined single limit of not less than \$1 million, per occurrence and in the aggregate. Such insurance shall further conform to the conditions set forth

on the Special Endorsement for the City of Los Angeles (which is attached hereto as Exhibit "D") which requires that Lessor shall be included as additional insured for liability arising from the negligent acts or omissions of the City or LLC and that Lessor shall receive at least thirty (30) days prior written notice of cancellation or material reduction of coverage or limits. The City shall provide evidence of such insurance in a form acceptable to the City Attorney of Los Angeles at the inception of this Lease and upon each renewal or replacement of the coverage. Upon the giving of ninety (90) days notice to the City, Lessor retains the right to make reasonable adjustments to the insurance coverages or limits required hereunder in the event that changes in the law or circumstances so warrant subject to market availability at reasonable cost. The insurance required under this Paragraph 11 may be provided as part of blanket coverage so long as the limits provided thereunder equal or exceed the limits required hereby.

12. Covenants Running With Land. The obligations, covenants and conditions herein contained are intended to and shall run with the Premises, and shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns. By acceptance of a conveyance of an interest in the Premises, any such successor-in-interest shall be deemed to have assumed the duties of Lessor thereafter arising hereunder, and the party conveying the Premises shall be released from all obligations arising after the date of such conveyance.

13. Attorneys' Fees. If any legal action or proceeding arising out of or relating to the Lease, the Entry or this Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

14. Notices. All notices required to be given under this Agreement shall be in writing and shall be transmitted by personal hand delivery, by facsimile transmission or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if hand-delivered or sent by facsimile transmission, and forty-eight (48) hours after dispatch, if mailed in accordance with the above. Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

If to Lessor:

General Manager  
Department of Recreation and Parks  
City of Los Angeles  
200 North Main Street, Room 1330  
Los Angeles, California 90012  
Attention: Barry Simon, Real Estate & Asset  
Management Division  
Facsimile No.: (213) 617-0439

If to City: The City of Glendale  
613 E. Broadway, Suite 220  
Glendale, California 92106  
Attention: Vivien Cienfuegos Ides, Esq.

with a copy to: Irell & Manella LLP  
840 Newport Center Drive, Suite 500  
Newport Beach, California 92660  
Attention: Kyle S. Kawakami, Esq.  
Facsimile No.: (949) 760-5200

and a copy to: McClintock, Weston, Benschhof, Rochefort,  
Rubalcava & MacCuish  
444 South Flower Street, 43rd Floor  
Los Angeles, California 90071  
Attention: Gregory R. McClintock, Esq.  
Facsimile No.: (213) 623-0824

and a copy to: David Jensen  
Lockheed Martin  
2550 North Hollywood Way  
Burbank, California 91505  
Facsimile No.: (818) 847-0170

15. Governing Law. The laws of the State of California shall govern this Agreement, and any action brought by any party hereto regarding this Agreement shall be brought in the County of Los Angeles, State of California.

16. Headings. The paragraph headings are used only for the purpose of convenience and shall not be deemed to limit the subject of the paragraphs of this Agreement or to be considered in their construction.

17. Unenforceable Provisions. In the event that any provision of this Agreement shall be unenforceable or impermissible as a matter of law, the remaining provisions shall remain in full force and effect so long as the unenforceable provision does not materially, adversely affect the intention of the parties.

18. Assignment. The City may assign or transfer this Agreement and any

interest granted herein, with the prior written consent of Lessor or any successor-in-interest of Lessor which consent shall not be unreasonably withheld or delayed.

19. Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Lease and the Entry and supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating to the Lease and/or the Entry. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

20. Further Acts. In addition to the acts recited in this Agreement to be performed by Lessor and the City, Lessor and the City agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to effectuate the agreements contained herein.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

22. Computation of Time. The time in which any act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless preceded by the word "business", the word "day" shall mean a calendar day. The phrase "business day" or "business days" shall mean those days on which the Superior Court of the County in which the Premises is located is open for business.

23. Exhibits. All attached Exhibits are incorporated herein.

[signature page follows]

IN WITNESS WHEREOF, Lessor and the City have executed this Lease Agreement as of the date first above written.

Dated 3-24-00

ATTEST:

[Signature]  
City Clerk



LESSOR:

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS BY ITS BOARD OF RECREATION AND PARKS COMMISSIONERS OF THE CITY OF LOS ANGELES

Approved as to Form and Legality

2/12 1998  
JAMES K. HAHN, City Attorney

By: [Signature]  
President

By: [Signature]  
Secretary

By [Signature]  
MARJORIE HAMANO CURRIER  
Deputy City Attorney

Approved as to Form and Legality

2/3/00 1998  
VIVIEN CIENFUEGOS IDE, City Attorney

By [Signature]

CITY:

THE CITY OF GLENDALE, a municipal corporation

By: [Signature]

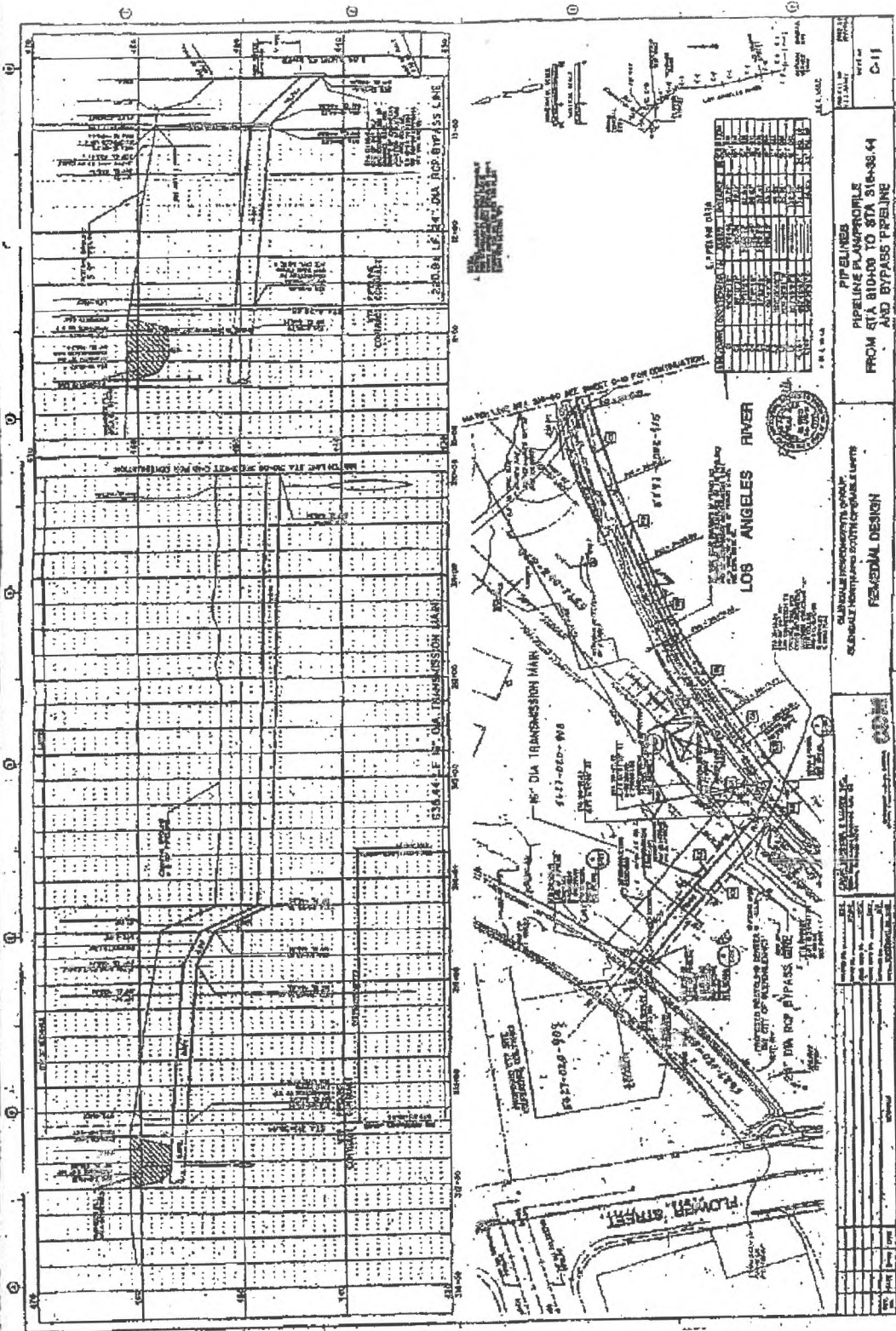
Its: CITY MANAGER

(Doc. #69553)

Exhibit "A"  
Improvements

STHO02FA.WP

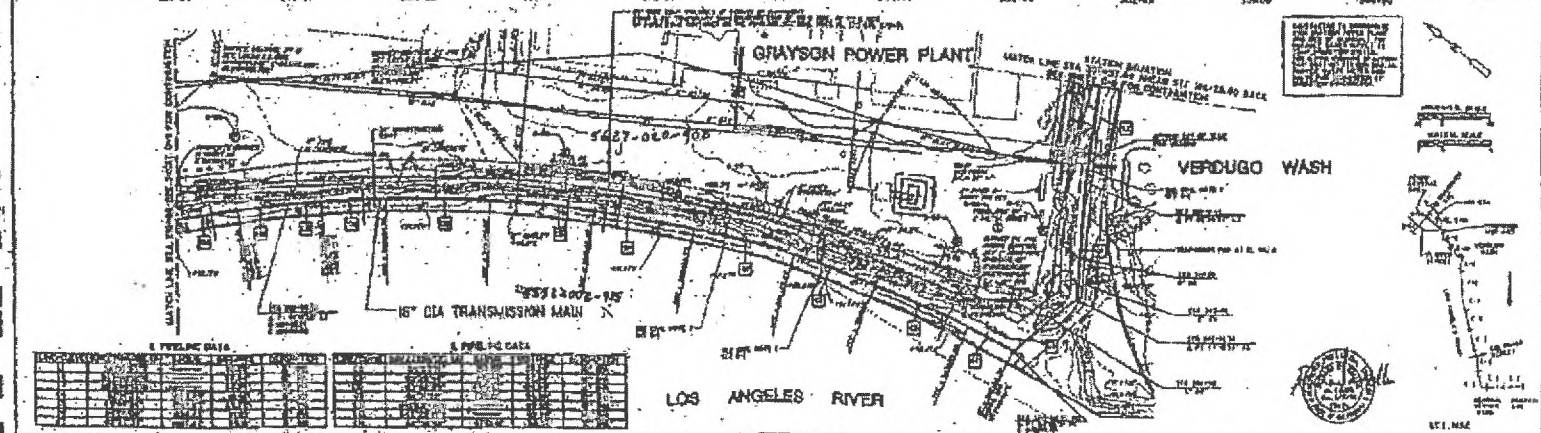
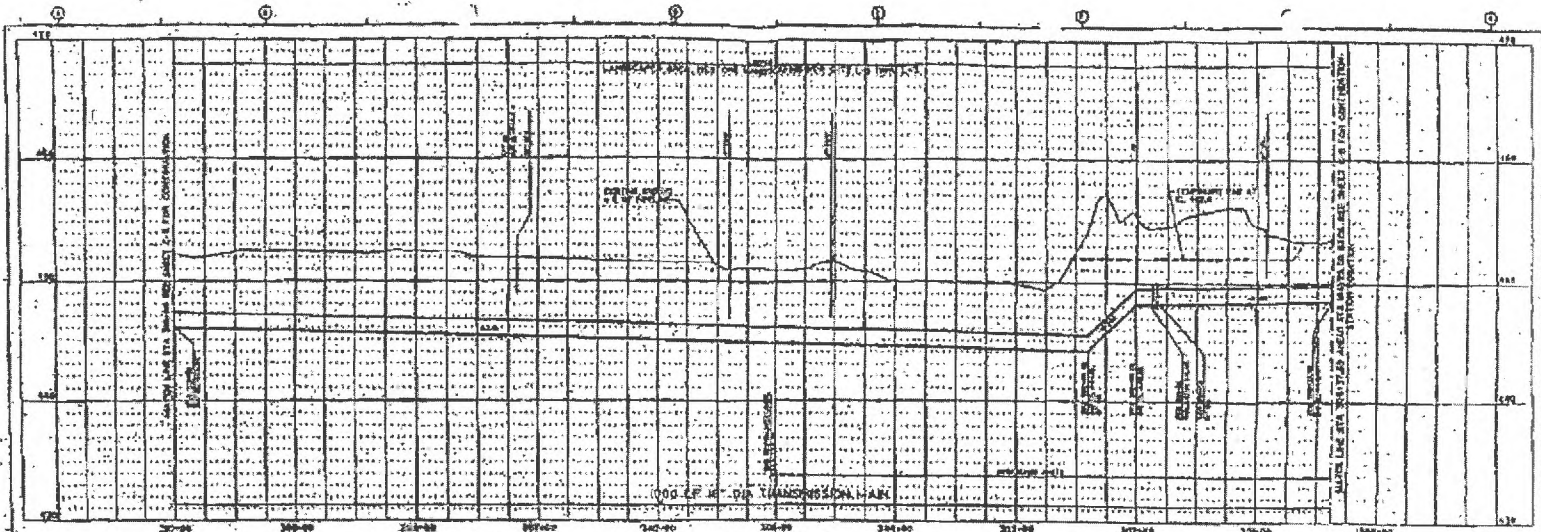




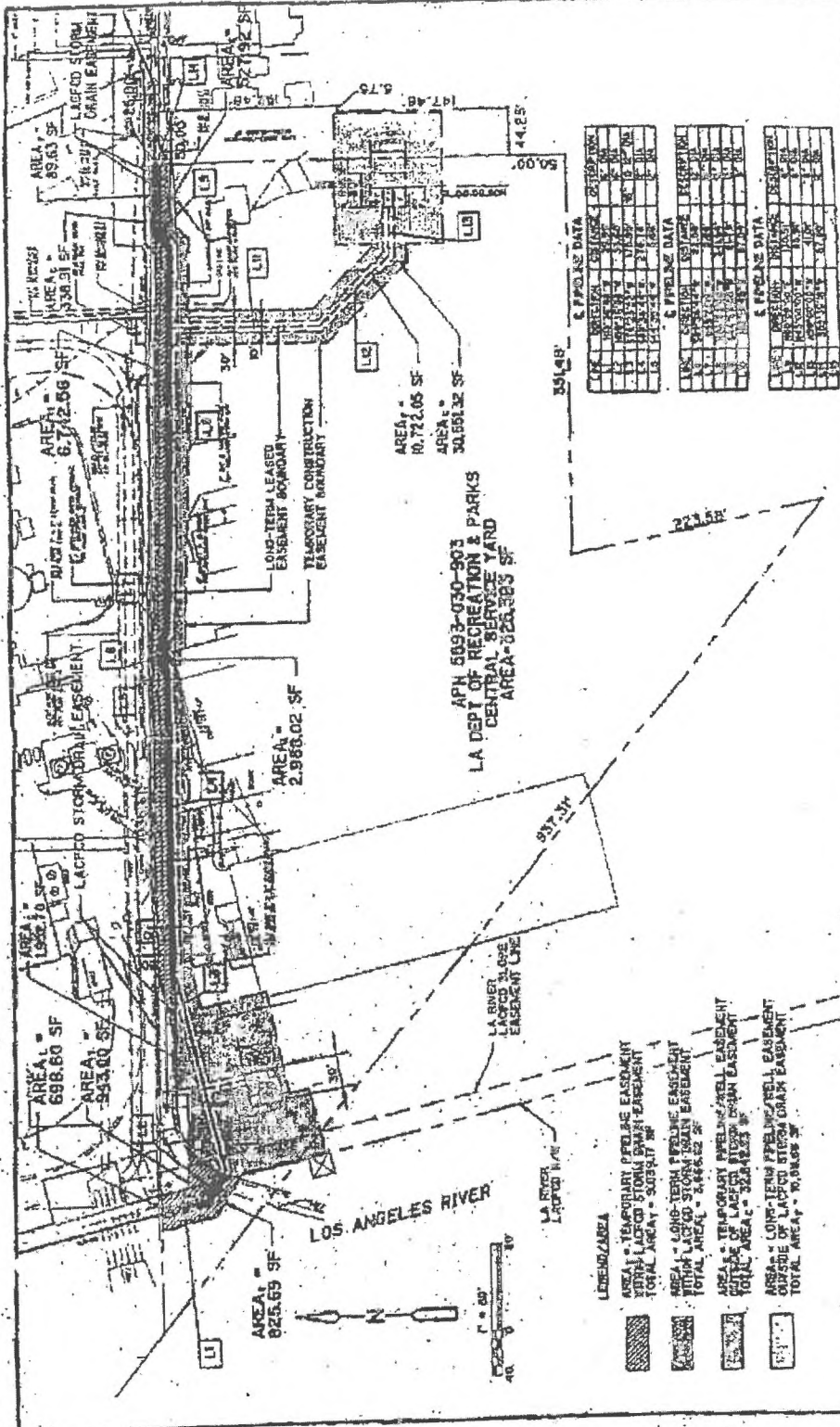
PIPELINE DATA

STATION	PIPELINE TYPE	DIAMETER (IN)	DEPTH (FT)	DATE
1+00	MAIN	36"	10'	1954
1+00	BYPASS	36"	10'	1954
1+00	TRANSMISSION	36"	10'	1954

<b>GENERAL DESIGN</b> FEDERAL BUREAU OF SURVEY DISTRICT ENGINEER, LOS ANGELES DISTRICT DISTRICT OFFICE, 1000 WEST 10TH STREET, LOS ANGELES, CALIF.	
<b>PIPELINES</b> PIPELINE PLANNING PROFILE FROM STA 810+00 TO STA 816+86.44 AND BYPASS PIPELINE	
SHEET NO. C-11 OF 11	DATE: 1954



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A. PIPING DATA		B. PIPING DATA																																																



SCHEDULE NORTH AND SOUTH OPERABLE UNITS  
 LA DEPT OF RECREATION & PARKS  
 CONSTRUCTION &  
 LONG TERM EASEMENTS  
 Figure No. 2



Exhibit "B"

Premises

SIHO02FA.WP

## LEGAL DESCRIPTION

### APN 5593-030-903 PIPELINE

THOSE PORTIONS OF THE WATTS SUBDIVISION OF A PART OF THE RANCHO SAN RAFAEL IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 5 PAGES 200 AND 201 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING WITHIN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT LAND, HELD IN FEE OR BY EASEMENT, KNOWN AS THE LOS ANGELES RIVER, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON FILED MAP NO. 11136, SHEET 2, IN THE SURVEYOR'S OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF SAID LOS ANGELES COUNTY, DEPICTED ON ATTACHMENT "A", ATTACHED HERETO AND MADE A PART THEREOF, DESCRIBED AS FOLLOWS:

BEING A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

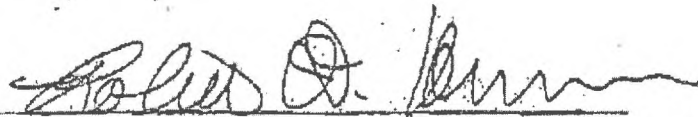
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF GOODWIN AVENUE (50 FEET WIDE) AND THE WESTERLY TERMINUS OF THE SOUTHERN ONE-HALF OF SAID GOODWIN AVENUE AS SHOWN ON MAP OF TRACT 5673, RECORDED IN BOOK 61 PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE SOUTH 89°38'44" WEST 872.08 FEET TO THE EASTERLY LINE OF A 40.00 FOOT WIDE SLOPE EASEMENT OF SAID LOS ANGELES RIVER AS SHOWN ON SAID FILED MAP NO. 11136, SHEET 2; THENCE ALONG SAID EASTERLY LINE SOUTH 13°24'15" EAST, 50.54 FEET TO THE TRUE POINT OF BEGINNING OF THE HERBIN DESCRIBED LINE; THENCE SOUTH 76°23'52" WEST, 32.23 FEET; THENCE NORTH 58°36'08" WEST, 15.57 FEET; THENCE NORTH 13°29'18" WEST, 49.73 FEET TO THE TERMINUS OF THE HERBIN DESCRIBED LINE, SAID TERMINUS LYING ON SAID WESTERLY PROLONGATION OF SAID CENTERLINE OF GOODWIN AVENUE SOUTH 89°38'44" WEST, 44.51 FEET FROM SAID EASTERLY LINE OF SAID 40.00 FOOT WIDE SLOPE EASEMENT.



THE SIDE LINES OF SAID 10.00 FOOT WIDE STRIP OF LAND SHALL LENGTHEN OR SHORTEN TO TERMINATE AT THEIR INTERSECTIONS. THE BEGINNING END LINE OF SAID 10.00 FOOT WIDE STRIP OF LAND IS SAID EASTERLY LINE OF SAID 40.00 FOOT WIDE SLOPE EASEMENT AND THE TERMINUS END LINE IS SAID WESTERLY PROLONGATION OF SAID CENTERLINE OF GOODWIN AVENUE.

CONTAINING 975 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF THE LAND SURVEYORS' ACT OF THE STATE OF CALIFORNIA.



ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-01)  
HENNON AND ASSOCIATES



FILE: CDH2.LGL DATE: MAY 10, 1998

SCALE: 1"=20'  
 0' 10' 20' 40'  
**ATTACHMENT 'A'** SH. 1 OF 2 5-13  
**BURDENED PROPERTY, APN 5593-030-903**

PL. 5' LACTED BM. 010-00574, 1974;  
 ACTUAL LOCATION IS ON NE CORNER OF  
 OF DRAIN 15/20' WIDE  
 N 18231.98 E 204505.44  
 414.87

162286.44  
 204565.12  
 LA CO. FLOOD  
 CONTROL DIST.  
 R/W MAP

50.54'  
 51324.15'E  
 50.54'



POINT OF  
 COMMENCEMENT  
**GOODWIN**  
 58938.67'W 842.66'  
 181507.5 E 680.78'  
 AVENUE

FD. LAT IN LIEU OF L&SPK  
 PER CEFB 182-205-12B  
 N 182282.19 E 205764.78  
 EL. 440.59

FD. LATAD, 'CITY OF LA':  
 N21°07'33"W 0.06' FROM C/L INT.  
 TRUE C/L INT. ESTAB. BY INTERSECTION  
 N 182286.33 E 206428.52  
 EL. 445.95

TRUE  
 POINT OF BEGINNING  
 PARCEL AREA = 675 SQ. FT.

FILED AS

NO. 1113B  
 SHEET 2

AT LA CO. DEPT. OF PUBLIC WORKS

SURVEY CONTROL PT. US/9  
 SET. PK. MARK IN AIRBORNE TARGET  
 N 182227.64 E 204669.18  
 422.00

111 2' 10" W/ CONC. PLUG, FLUSH  
 N 182223.06 E 204862.11  
 423.40

FD. RR SPKS. AND REF. ACTUAL LOCATION  
 15' ON PAVEMENT IN CENTER OF ST.  
 ELECTRIC TOWER  
 N 182184.82 E 204685.40  
 422.35

DATE: MAY 10, 1998  
 TDCM, GDE: 364, C-6  
 FILE: C-8-NZDNG--  
 PROJECT NO: 1335

**HENNON**  
**and Associates**  
 SURVEYING - ENGINEERING - PLANNING

778 LYNNHAVEN LANE  
 LA CANADA, CALIFORNIA 91011  
 (818)780-0181 (213)5884-2513  
 FAX: (818)780-0192



# ATTACHMENT "A"

## BASIS OF BEARINGS AND BASIS OF COORDINATES FOR ATTACHED SKETCH.

### HORIZONTAL DATUM:

THE HORIZONTAL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE CITY OF LOS ANGELES NAD 27 GEODETIC CONTROL NETWORK PER THE FOLLOWING MONUMENTS:

GLN A-6-C: STANDARD SURVEY MONUMENT IN WELL  
29 FT. EAST OF RIVERSIDE DR., 319 FT. NORTH OF  
ZOO DRIVE, SOUTH SIDE OF LA RIVER.  
N=4,169,059.13' E=4,198,920.63' EL=473.40' (1979)

GLN D-6: STANDARD TRAVERSE MONUMENT IN WELL  
STAMPED "GLN D-6, 1953" IN THE INTERSECTION OF  
AVIATION DR. & SAN FERNANDO RD. EAST, 7 FT. NORTH  
OF SOUTH CURB LINE OF AVIATION DR., AND APPROX.  
210 FT. EAST OF EAST R/W OF SAN FERNANDO RD. WEST.  
N=4,166,139.11' E=4,204,554.08' EL=463.90' (1953)

NOTE: ADD 4,000,000 TO BOTH NORTHINGS AND EASTINGS SHOWN ON ATTACHED SKETCH HEREON TO EQUAL LA CITY NAD 27 DATUM.

### VERTICAL DATUM (BENCHMARK):

ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE CITY OF LOS ANGELES VERTICAL DATUM, 1985 ADJUSTMENT AS REFERENCED BY THE FOLLOWING CITY BENCHMARK:

CITY OF LA BM NO. 09-01711 ELEV.=463.913' (1985 ADJ.)  
LOS ANGELES COUNTY FLOOD CONTROL BRASS DISC BM  
"BM 039-03185" 0.8 FT. WEST OF WEST CURB SAN  
FERNANDO ROAD, 126 FT. SOUTH OF ORANGE ST., AT  
SOUTH END OF CATCH BASIN, 7 FT. NORTH OF NORTH  
SIDE OF VERDUGO WASH FLOOD CHANNEL.

DATE: SEP. 16, 1996  
THOMAS GUIDE:  
FILE: PAGE2.DWG.  
PROJECT NO: 1335

**HENNON**  
**and Associates**  
SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LAKE  
LA CANADA, CALIFORNIA 91011  
(818)790-0101 (213)864-2513  
FAX: (818)790-0192

LEGAL DESCRIPTION

APN 5393-029-900 & APN 5393-030-903

PIPELINE

THAT PORTION OF LOT 1, WATTS SUBDIVISION OF A PART OF THE RANCHO SAN RAFAEL IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 5, PAGES 200 AND 201, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DEPICTED ON ATTACHMENT "A" ATTACHED HERETO AND MADE A PART THEREOF, DESCRIBED AS FOLLOWS:

BEING 10.00 FOOT WIDE STRIPS OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINES:

PARCEL 1

BEGINNING AT A POINT ON THE MOST WESTERLY TERMINUS LINE OF THE SOUTHERLY 25.00 FEET OF GOODWIN AVENUE (25 FEET WIDE) SOUTH 0° 21' 16" WEST, 9.76 FEET FROM THE NORTHERLY LINE OF SAID SOUTHERLY 25.00 FEET; THENCE SOUTH 89° 39' 18" WEST, 34.10 FEET TO, FOR PURPOSES OF THIS DESCRIPTION, DESIGNATED POINT "A"; THENCE CONTINUING SOUTH 89° 39' 18" WEST, 23.00 FEET; THENCE SOUTH 44° 53' 00" WEST, 21.79 FEET; THENCE NORTH 88° 53' 00" WEST, 341.54 FEET; THENCE NORTH 45° 21' 16" WEST, 5.66 FEET; THENCE SOUTH 89° 38' 44" WEST, 22.00 FEET; THENCE SOUTH 44° 38' 44" WEST, 5.66 FEET; THENCE SOUTH 89° 38' 44" WEST, 276.78 FEET; THENCE SOUTH 76° 23' 52" WEST, 143.72 FEET TO THE EASTERLY LINE OF A 40.00 FOOT SLOPE EASEMENT TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT LAND, HELD IN FEE OR BY EASEMENT KNOWN AS THE LOS ANGELES RIVER AND SHOWN ON FILED MAP NO. 11136, SHEET 2, ON FILE AT THE DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY, ALSO SHOWN ON MAP FILED IN BOOK 51, PAGE 28, RECORDS OF SURVEY OF SAID COUNTY, AND BEING THE TERMINUS OF THE DESCRIBED LINE.

SAID TERMINUS LYING SOUTH 13° 24' 15" EAST, 50.56 FEET FROM THE WESTERLY

PROLONGATION OF SAID NORTHERLY LINE OF THE SOUTHERLY 25.00 FEET OF SAID GOODWIN AVENUE.

THE SIDE LINES OF SAID 10.00 FOOT WIDE STRIP OF LAND SHALL LENGTHEN OR SHORTEN TO TERMINATE AT THEIR INTERSECTIONS. THE BEGINNING END LINE OF SAID 10.00 FOOT WIDE STRIP OF LAND IS THE WESTERLY TERMINUS LINE OF SAID GOODWIN AVENUE AND THE TERMINUS END LINE IS SAID EASTERLY SLOPE EASEMENT LINE OF SAID LOS ANGELES RIVER.

CONTAINING AN AREA OF 8,742 SQUARE FEET, MORE OR LESS.


**PARCEL 2**

COMMENCING AT DESIGNATED POINT "A" AS DESCRIBED HEREIN; THENCE NORTH 0° 20' 42" WEST, 5.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING, NORTH 0° 20' 42" WEST, 4.75 FEET TO THE TERMINUS OF SAID 10.00 FOOT WIDE STRIP OF LAND.

THE END LINE OF SAID TERMINUS LIES PERPENDICULAR TO THE DESCRIBED LINE.

CONTAINING AN AREA OF 48 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION IS NOT TO BE USED FOR THE FEE TITLE TRANSFER OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA. THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF THE LAND SURVEYORS' ACT OF THE STATE OF CALIFORNIA.



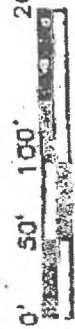
ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-97)  
HENNON AND ASSOCIATES



SHT. 1 OF 2 S.T.S.

# ATTACHMENT 'A' BURDENED PROPERTY APN 5593-030-903

SCALE: 1"=100'



SURVEY CONTROL PT. 9579  
SET BY MAIL IN AERIAL TARGET  
N 162227.84 E 204659.12  
E 422.90

SLOPE EASEMENT LINE

C/A PARCEL 1  
AREA = 9,742 SQ. FT.

PORTION LOT 1

WATTS SUBDIVISION OF A

APN 5593-030-903

PART OF  
THE RANCHO SAN RAFAEL

SURVEY CONTROL PT. 9586, SET  
L&T BY NW COR. CONC. PAD  
AT WLY DOOR  
N 162262.11 E 205074.90  
E 425.33

M.R.: 5/200-201

FD. LABR. IN C.B. 9558  
PAINTED 421.95  
N 162262.11  
E 205074.90  
E 425.33

54°36'44" W 4.88'  
162270.079  
205142.958  
162228.233  
205164.838  
N63°21'19" W 3.60'

162280.079  
205546.777

162281.178  
205546.638

N89°38'44" E

162281.040  
205525.870

SURVEY CONTROL PT. 9400  
SET BY END WALL  
N 162262.11  
E 205553.08  
E 438.68

N88°53'00" W

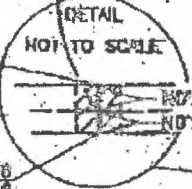
162272.020  
205132.961  
S89°38'44" W 22.00'

162270.255  
205130.805

341.54'

FD. L&T IN CB  
9425  
N 162278.02  
E 205602.34  
E 437.71

TRUE  
POINT OF BEGINNING  
PARCEL 2 AREA =  
48 '50' FT.



23.00'

34.10'

S70°11' E 8.70'

PARCEL 1 POINT OF BEGINNING

FD. L&T IN CB  
9424  
N 162275.22  
E 205607.80  
E 437.69

FD. L&T IN LIEU OF L&SPK.  
PER DEED 182-203-126  
N 162282.18 E 205764.78  
E 440.30

C/A PROLONGATION OF GOODMAN AVENUE - 25'

DATE: JUNE 4, 1998
TRKON: GDE 584 C-B
FILE: G-1.DWG
PROJECT NO.: 1335

## HENNON

and Associates  
SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LAKE  
LA CANADA, CALIFORNIA 91011  
(818)790-0191 (213)664-2513  
FAX: (818)790-0192

# ATTACHMENT "A"

## BASIS OF BEARINGS AND BASIS OF COORDINATES FOR ATTACHED SKETCH.

### HORIZONTAL DATUM:

THE HORIZONTAL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE CITY OF LOS ANGELES NAD 27 GEODETIC CONTROL NETWORK. PER THE FOLLOWING MONUMENTS:

GLN A-6-C: STANDARD SURVEY MONUMENT IN WELL  
29 FT. EAST OF RIVERSIDE DR.; 319 FT. NORTH OF  
ZOO DRIVE, SOUTH SIDE OF LA RIVER.  
N=4,169,059.13' E=4,198,920.63' EL=473.40' (1979)

GLN D-6: STANDARD TRAVERSE MONUMENT IN WELL  
STAMPED "GLN D-6, 1953" IN THE INTERSECTION OF  
AVIATION DR. & SAN FERNANDO RD. EAST, 7 FT. NORTH  
OF SOUTH CURB LINE OF AVIATION DR., AND APPROX.  
210 FT. EAST OF EAST R/W OF SAN FERNANDO RD. WEST.  
N=4,168,139.11' E=4,204,554.08' EL=463.80' (1953)

NOTE: ADD 4,000,000. TO BOTH NORTHINGS AND EASTINGS SHOWN ON ATTACHED SKETCH HEREON TO EQUAL LA CITY NAD 27 DATUM.

### VERTICAL DATUM (BENCHMARK):

ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE CITY OF LOS ANGELES VERTICAL DATUM 1985 ADJUSTMENT AS REFERENCED BY THE FOLLOWING CITY BENCHMARK:

CITY OF LA BM NO: 09-01711 ELEV.=463.913' (1985 ADJ.)  
LOS ANGELES COUNTY FLOOD CONTROL BRASS DISC BM  
"BM 039-05185" 0.8 FT. WEST OF WEST CURB SAN  
FERNANDO ROAD, 126 FT. SOUTH OF ORANGE ST., AT  
SOUTH END OF CATCH BASIN, 7 FT. NORTH OF NORTH  
SIDE OF VERDUGO WASH FLOOD CHANNEL

DATE: SEP. 16, 1996

THOMAS GUIDE:

FILE: PAGE2.DWG

PROJECT NO: 1335

**HENNON****and Associates**

SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
LA CANADA, CALIFORNIA 91011  
(818)790-0191 (213)684-2513

FAX: (818)790-0192

LEGAL DESCRIPTION

APN 5593-029-900 & APN 5593-030-903

PIPELINE

THAT PORTION OF LOT 1, WATTS SUBDIVISION OF A PART OF THE RANCHO SAN RAFAEL IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 5, PAGES 200 AND 201, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DEPICTED ON ATTACHMENT "A" ATTACHED HERETO AND MADE A PART THEREOF, DESCRIBED AS FOLLOWS:

BEING 10.00 FOOT WIDE STRIPS OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINES:

PARCEL 1

BEGINNING AT A POINT ON THE MOST WESTERLY TERMINUS LINE OF THE SOUTHERLY 25.00 FEET OF GOODWIN AVENUE (25 FEET WIDE) SOUTH  $0^{\circ} 21' 16''$  WEST, 9.76 FEET FROM THE NORTHERLY LINE OF SAID SOUTHERLY 25.00 FEET; THENCE SOUTH  $89^{\circ} 39' 18''$  WEST, 34.10 FEET TO, FOR PURPOSES OF THIS DESCRIPTION, DESIGNATED POINT "A"; THENCE CONTINUING SOUTH  $89^{\circ} 39' 18''$  WEST, 23.00 FEET; THENCE SOUTH  $44^{\circ} 53' 00''$  WEST, 21.79 FEET; THENCE NORTH  $88^{\circ} 53' 00''$  WEST; 341.54 FEET; THENCE NORTH  $45^{\circ} 21' 16''$  WEST, 5.66 FEET; THENCE SOUTH  $89^{\circ} 38' 44''$  WEST, 22.00 FEET; THENCE SOUTH  $44^{\circ} 38' 44''$  WEST, 5.66 FEET; THENCE SOUTH  $89^{\circ} 38' 44''$  WEST, 276.78 FEET; THENCE SOUTH  $76^{\circ} 23' 52''$  WEST, 143.72 FEET TO THE EASTERLY LINE OF A 40.00 FOOT SLOPE EASEMENT TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT LAND, HELD IN FEE OR BY EASEMENT KNOWN AS THE LOS ANGELES RIVER AND SHOWN ON FILED MAP NO. 11135, SHEET 2, ON FILE AT THE DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY, ALSO SHOWN ON MAP FILED IN BOOK 51, PAGE 28, RECORDS OF SURVEY OF SAID COUNTY, AND BEING THE TERMINUS OF THE DESCRIBED LINE.

SAID TERMINUS LYING SOUTH  $13^{\circ} 24' 15''$  EAST, 50.56 FEET FROM THE WESTERLY



PROLONGATION OF SAID NORTHERLY LINE OF THE SOUTHERLY 25.00 FEET OF SAID GOODWIN AVENUE.

THE SIDE LINES OF SAID 10.00 FOOT WIDE STRIP OF LAND SHALL LENGTHEN OR SHORTEN TO TERMINATE AT THEIR INTERSECTIONS. THE BEGINNING END LINE OF SAID 10.00 FOOT WIDE STRIP OF LAND IS THE WESTERLY TERMINUS LINE OF SAID GOODWIN AVENUE AND THE TERMINUS END LINE IS SAID EASTERLY SLOPE EASEMENT LINE OF SAID LOS ANGELES RIVER.

CONTAINING AN AREA OF 8,742 SQUARE FEET, MORE OR LESS.


PARCEL 2

COMMENCING AT DESIGNATED POINT "A" AS DESCRIBED HEREIN; THENCE NORTH 0° 20' 42" WEST, 5.00 FEET TO ~~THE TRUE POINT OF BEGINNING~~; THENCE CONTINUING, NORTH 0° 20' 42" WEST, 4.75 FEET TO THE TERMINUS OF SAID 10.00 FOOT WIDE STRIP OF LAND.

THE END LINE OF SAID TERMINUS LIES PERPENDICULAR TO THE DESCRIBED LINE.

CONTAINING AN AREA OF 48 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION IS NOT TO BE USED FOR THE FEE TITLE TRANSFER OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA. THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF THE LAND SURVEYORS' ACT OF THE STATE OF CALIFORNIA.

  
ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-97)

HENNON AND ASSOCIATES





SHT. 1 OF 2 S.T.T.S



# ATTACHMENT "A" BURDENED PROPERTY: APN 5593-030-903

SLOPE EASEMENT LINE

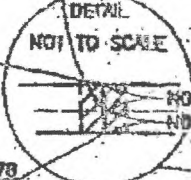
C/A PARCEL 1  
AREA = 9,742 SQ. FT.

FD. L&M IN C.B. 9588  
PAINTED "21.93"  
N 162292.31  
E 25502.37  
S 425.89

TRUE  
POINT OF BEGINNING  
PARCEL 2  
AREA =  
48 SQ. FT.

FD. L&M IN CB  
9425  
N 162276.02  
E 205602.37  
S 437.71

FD. L&M IN LIEU OF L&SPK.  
PER CFB 162-209-136  
N 162292.19 E 205764.78  
S 440.59



SCALE: 1"=100'  
0' 50' 100' 200'

SURVEY CONTROL PT. 9573  
SET BK NAIL IN AERIAL TARGET  
N 162227.84 E 204869.78  
S 422.80

## PORTION LOT 1 WATTS SUBDIVISION OF A PART OF THE RANCHO SAN RAFAEL APN 5593-030-903

SURVEY CONTROL PT. 9586, SET  
L&T BY THE COR. CORR. PAD  
AT E'LY DOOR  
N 162252.82 E 205074.88  
S 425.33

SURVEY CONTROL PT. 9400  
SET BK BY END WALL  
N 162262.11  
E 205553.68  
S 438.68

FD. L&T IN CB  
9424  
N 162278.23  
E 205809.60  
S 437.82

PARCEL 1 POINT OF BEGINNING

C/A PROLONGATION OF GOODWIN AVENUE

DATE:	JUNE 5, 1998
THOM. GDE:	564 C-6
FILE:	G-4.DWG
PROJECT NO.:	1335

### HENNON and Associates

SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
LA CANADA, CALIFORNIA 91011  
(818)790-0191 (213)664-2513  
FAX: (818)790-0192

SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS SHOWN ON SAID LOS ANGELES COUNTY SURVEYOR'S 'B' MAP AND SHOWN ON SAID CALIFORNIA DEPARTMENT OF TRANSPORTATION MAP AS HAVING A RADIUS OF 8,544.42 FEET, A RADIAL BEARING AT SAID POINT OF INTERSECTION BEARING SOUTH 65°43'34" WEST TO THE RADIUS POINT OF CURVING WESTERLY LINE; THENCE LEAVING SAID CITY BOUNDARY, LOT LINE, AND NORTHERLY LINE OF AVIATION DRIVE NORTH 24°59'08" WEST, 225.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE STATE FREEWAY AS SHOWN ON SAID CALIFORNIA DEPARTMENT OF TRANSPORTATION MAP AS HAVING A BEARING AND DISTANCE OF "SOUTH 64°56'00" WEST, 203.18 FEET"; THENCE CONTINUING NORTH 24°59'08" WEST, 47.60 FEET TO A POINT BEING ON A CURVED LINE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 900.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 37°32'38" WEST FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF FREE TITLE LAND OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT KNOWN AS "ARROYO VERDUGO"; THENCE CONTINUING NORTH 24°59'08" WEST, 127.17 FEET TO A POINT LYING ON THE NORTHERLY LINE OF LAND DESCRIBED PER DEED RECORDED AS O.R. 11710 PAGE 28, OFFICIAL RECORDS OF SAID COUNTY, IN SAID RECORDER'S OFFICE, SAID NORTHERLY LINE HAVING A BEARING AND DISTANCE OF NORTH 64°55'35" EAST, 849.48 FEET; THENCE CONTINUING NORTH 24°59'08" WEST, 85.29 FEET; THENCE SOUTH 61°12'53" WEST, 116.67 FEET; THENCE SOUTH 57°09'10" WEST, 97.94 FEET; THENCE NORTH 75°09'13" WEST TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1073.46 FEET, A RADIAL BEARING AT SAID POINT BEARS NORTH 79°46'51" EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'23" AN ARC LENGTH OF 41.96 FEET TO A TANGENT POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1282.83 FEET; THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 3°44'22" AN ARC DISTANCE OF 83.72 FEET TO A TANGENT POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 834.73 FEET; THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 4°55'00" AN ARC DISTANCE OF 71.63 FEET TO A TANGENT POINT OF COMPOUND

CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1407.87 FEET; THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $1^{\circ}23'46''$  AN ARC DISTANCE OF 431 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE, SAID POINT LYING ON THE WESTERLY LINE OF SAID LOT 6 OF TRACT NO. 646 AS SHOWN ON SAID MAP OF SAID TRACT, SAID WESTERLY LINE HAVING A BEARING OF NORTH  $8^{\circ}10'19''$  WEST AND BEING NONTANGENT TO THE LAST SAID CURVE, A RADIAL BEARING FROM THE RADIUS POINT OF SAID CURVE TO SAID TERMINUS BEARS NORTH  $67^{\circ}29'10''$  EAST; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $2^{\circ}13'39''$  AN ARC LENGTH OF 54.73 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1113.82 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $4^{\circ}23'14''$  AN ARC LENGTH OF 85.29 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 915.46 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $5^{\circ}28'48''$  AN ARC LENGTH OF 87.55 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1604.63 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $3^{\circ}02'03''$  AN ARC LENGTH OF 94.98 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 730.81 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $4^{\circ}15'21''$  AN ARC LENGTH OF 54.28 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE NORTH  $41^{\circ}53'45''$  WEST 27.93 FEET; THENCE NORTH  $43^{\circ}25'18''$  WEST 42.26 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 4761.41 FEET, A RADIAL BEARING FROM THE RADIUS POINT OF SAID CURVE BEARS NORTH  $44^{\circ}15'08''$  EAST TO SAID POINT OF CURVE BEGINNING; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $0^{\circ}46'23''$  AN ARC LENGTH OF 64.24 FEET A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 619.51 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

7°13'21" AN ARC LENGTH OF 78.10 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3660.22 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°17'03" AN ARC LENGTH OF 82.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 706.46 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°01'45" AN ARC LENGTH OF 86.67 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2525.64 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°58'59" AN ARC LENGTH OF 87.41 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 706.28 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°42'18" AN ARC LENGTH OF 33.35 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING FROM THE RADIUS POINT OF SAID CURVE BEARS NORTH 23°15'19" EAST TO ENDPOINT OF LAST SAID CURVE; THENCE ALONG SAID NONTANGENT LINE NORTH 68°13'40" WEST, 40.65 FEET TO, FOR PURPOSES OF THIS DESCRIPTION, DESIGNATED POINT 'A', AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

THE SIDE LINES OF SAID 10.00 FOOT WIDE STRIP OF LAND ARE LENGTHENED OR SHORTENED TO TERMINATE ON THE BEGINNING AND END LINES, WHICH ARE RESPECTIVELY SAID WESTERLY LINE OF SAID LOT 6 AND A BEARING OF NORTH 21°46'20" EAST PASSING THROUGH SAID POINT 'A'.

CONTAINING AN AREA OF 8,999 SQUARE FEET, MORE OR LESS.

#### PARCEL 2

BEGINNING AT THE HEREIN DESCRIBED DESIGNATED POINT 'A'; THENCE NORTH 21°46'20" EAST, 5.00 FEET; THENCE NORTH 8°36'01" WEST, 13.14 FEET TO A POINT ON THE CITY OF LOS ANGELES / CITY OF GLENDALE BOUNDARY LINE AS ADOPTED BY

THE LOS ANGELES COUNTY ENGINEER APRIL 7, 1961 AND SHOWN ON LOS ANGELES COUNTY SURVEYOR'S 'B' MAP (CSB) 2735-2 ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, SAID BOUNDARY ALSO BEING THE NORTHERLY BOUNDARY LINE OF SAID RANCHO LOS FELIS AS SHOWN ON SAID COUNTY SURVEYOR'S 'B' MAP, SAID POINT LYING ALONG SAID LINE NORTH 76°23'14" WEST, 256.13 FEET FROM CORNER NO. 15 OF SAID RANCHO AS SHOWN ON SAID COUNTY SURVEYOR'S 'B' MAP; THENCE ALONG SAID LINE NORTH 76°23'14" WEST, 27.01 FEET; THENCE LEAVING SAID LINE SOUTH 8°36'01" EAST, 27.17 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1172.24 FEET, A RADIAL BEARING AT SAID POINT BEARS NORTH 19°51'32" EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°40'34" AN ARC LENGTH OF 13.83 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING AT SAID POINT BEARS NORTH 20°32'06" EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE ALONG SAID NONTANGENT LINE NORTH 8°36'01" WEST, 6.45 FEET; THENCE SOUTH 68°13'40" EAST, 9.08 FEET TO A POINT ON A LINE PASSING THROUGH SAID DESIGNATED POINT 'A' HAVING A BEARING OF NORTH 21°46'20" EAST; THENCE ALONG SAID LINE NORTH 21°46'20" EAST, 3.00 FEET TO SAID DESIGNATED POINT 'A'.

THE HEREIN DESCRIBED PARCEL 2 EASEMENT CONTAINS 614 SQUARE FEET, MORE OR LESS.

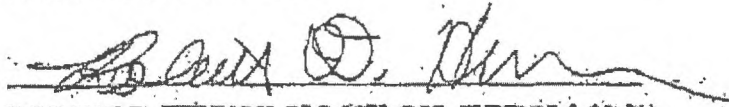
SEE ATTACHMENT 'A' FOR AN EXHIBIT MAP OF THE HEREIN DESCRIBED EASEMENT INCLUDING COORDINATE TIES TO CITY OF LOS ANGELES NORTH AMERICAN DATUM OF 1927 GEODETIC CONTROL MONUMENTS.

THIS LEGAL DESCRIPTION IS NOT TO BE USED FOR THE FEE TITLE TRANSFER OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF THE LAND SURVEYORS' ACT OF THE



STATE OF CALIFORNIA

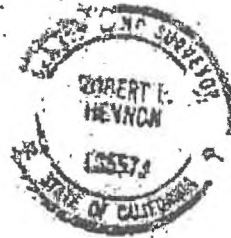


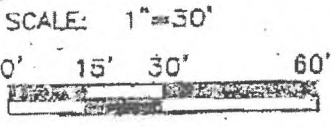
ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-01)

HENNON AND ASSOCIATES

FILE: CDMS.LGL

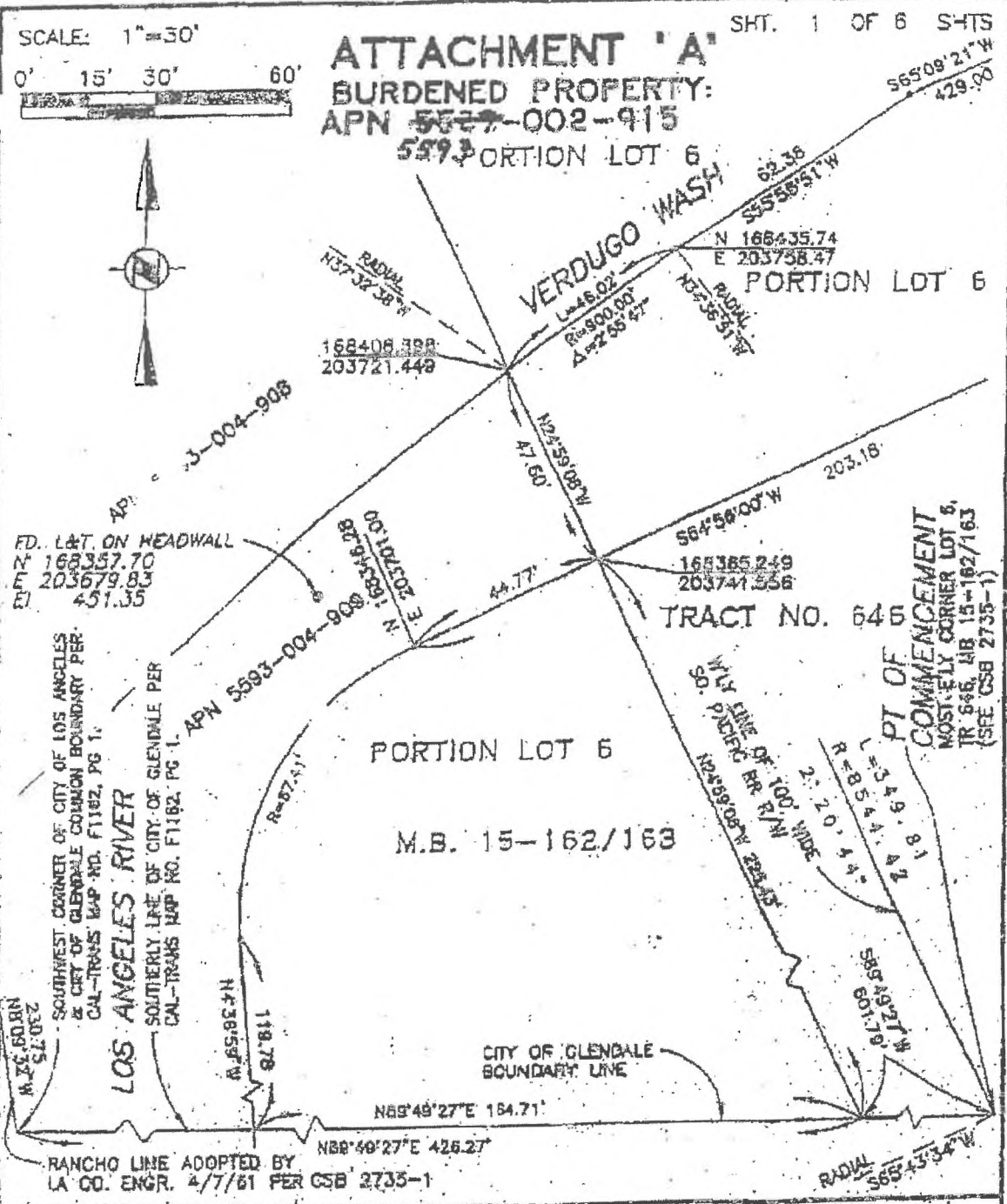
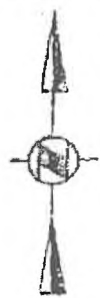
DATE: JUNE 8, 1998





**ATTACHMENT 'A'**  
**BURDENED PROPERTY:**  
**APN 5593-002-915**  
**5593 PORTION LOT 6**

SHT. 1 OF 6 SHTS



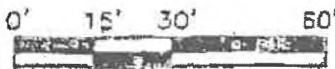
DATE: JUNE 4, 1998  
 THOM. GDE: 564 B-4  
 FILE: G-26-N3.DWG  
 PROJECT NO.: 1335

**HENNON**  
**and Associates**  
 SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
 LA CANADA, CALIFORNIA 91011  
 (818)790-0191 (213)664-2513  
 FAX: (818)790-0192



SCALE: 1"=30'



SHT. 2 OF 6 SHTS

# ATTACHMENT 'A' BURDENED PROPERTY:

APN 5593-002-915

PORTION LOT 5

N'LY LINE OF DEED  
O.R. 1.1710-128

APN 5593-003-907

168523.68'  
203657.73'

N64°55'36"E  
320.13'

529.35'

R=120.28'E  
RADIAL

W'LY LINE OF 100' WIDE  
SO. PACIFIC RR R/W  
R=854.4' 42

127.17' N24°39'08"W

PORTION LOT 5

VERDUGO WASH

230.75' N8°09'32"W

62.38'  
S55°55'51"W

N 168435.74  
E 203758.27

168408.398  
203721.449

APN 5593-004-908

PORTION LOT 6

LOS ANGELES RIVER  
RANCHO LINE ADOPTED BY  
LA CO. ENGR. 4/7/51 PER CSB 2735-1

FD. L&T ON HEADWALL  
N 168357.70'  
E 203679.83'  
451.35'

L=16.02'  
R=900.00'  
Δ=2°35'47"

APN 5593-004-909

168365.249  
203741.558

TRACT NO. 646

M.B. 15-162/163

DATE: JUNE 4, 1998  
THOM. GBE: 584 E-4  
FILE: G-25-N3.DWG  
PROJECT NO: 1335

**HENNON**  
**and Associates**  
SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
LA CANADA, CALIFORNIA 91011  
(818)790-0191 (213)654-2513  
FAX: (818)790-0192

**ATTACHMENT 'A'**

SHT. 3 OF 4 SHTS  
0' 30' 60' 120'

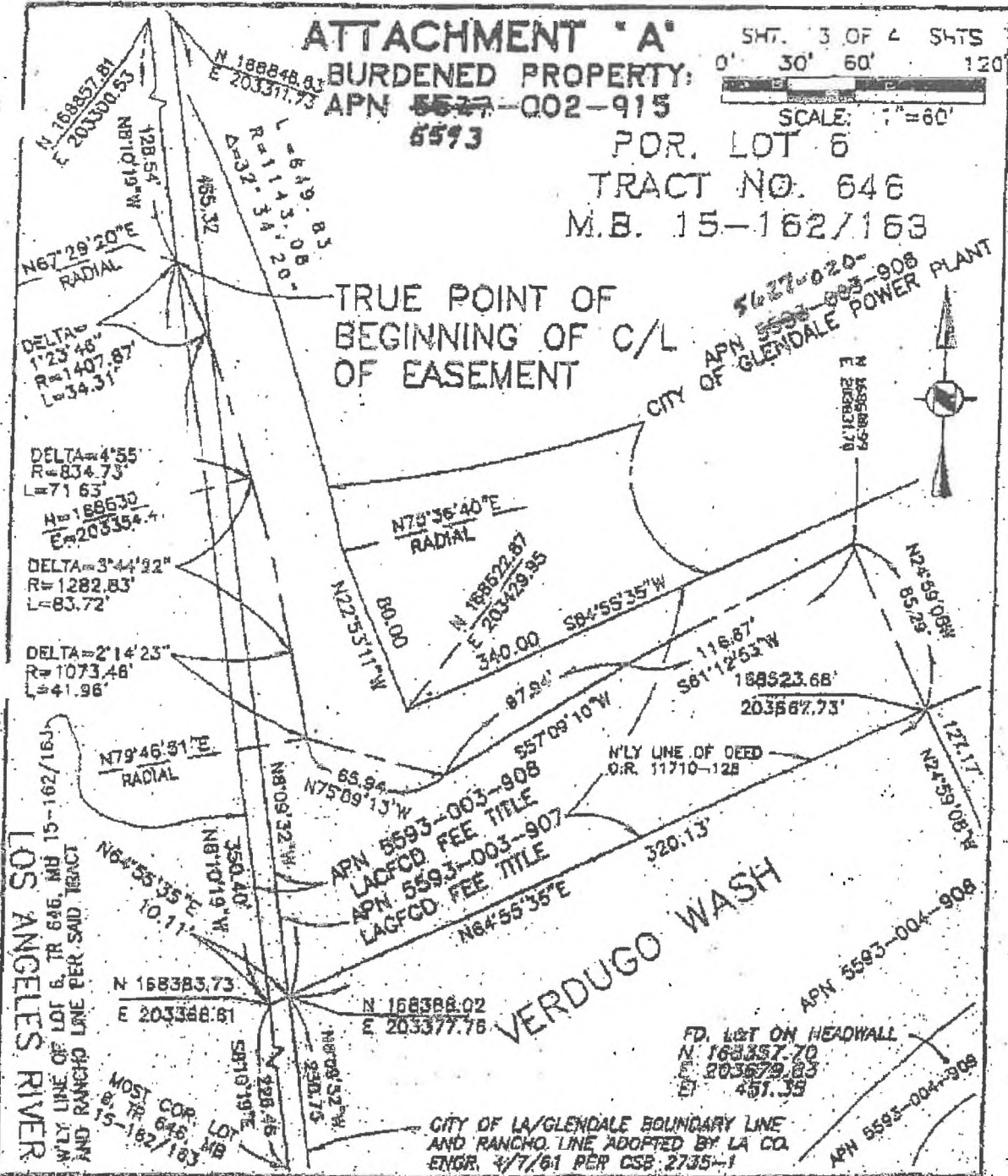
**BURDENED PROPERTY:**  
APN 5527-002-915  
6593



POR. LOT 6  
TRACT NO. 646  
M.B. 15-162/163

TRUE POINT OF  
BEGINNING OF C/L  
OF EASEMENT

5627-020-  
APN 5593-003-908  
CITY OF GLENDALE POWER PLANT



DATE: JUNE 4, 1998  
THOM. GDE: 584.B-3  
LE: G-31-4.DWG  
PROJECT NO: 1335

**HENNON**  
**and Associates**  
SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
LA CANADA, CALIFORNIA 91011  
(818)790-0191 (213)564-2513  
FAX: (818)790-0192

ATTACHMENT "A"

SHT. 4 OF 6 SHTS

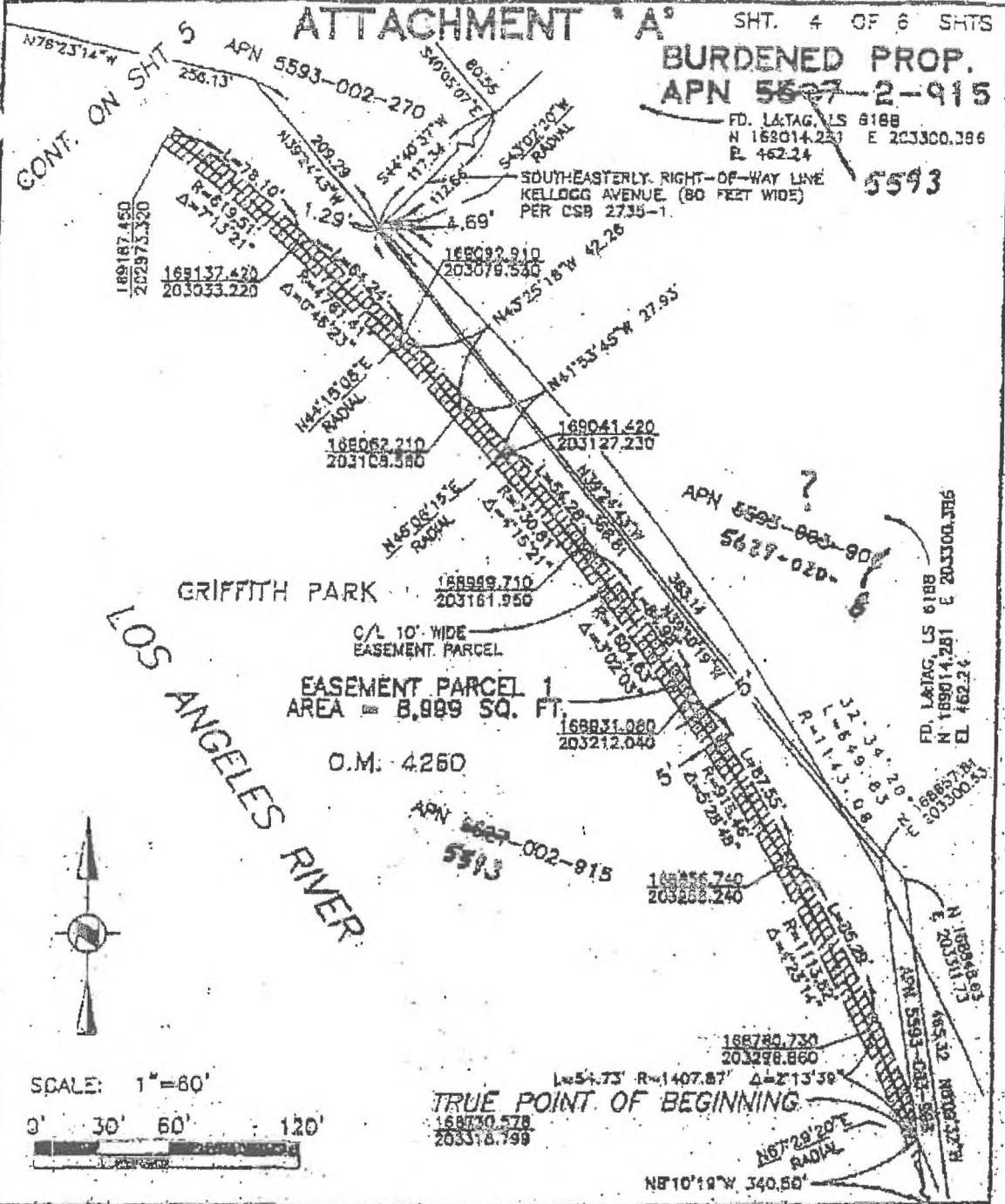
BURDENED PROP.  
APN 5597-2-915

FD. L&TAG, LS 6188  
N 168014.281 E 203300.386  
E 462.24

5593

SOUTHEASTERLY RIGHT-OF-WAY LINE  
KELLOGG AVENUE (80 FEET WIDE)  
PER CSB 2735-1.

CONT. ON SHIT 5



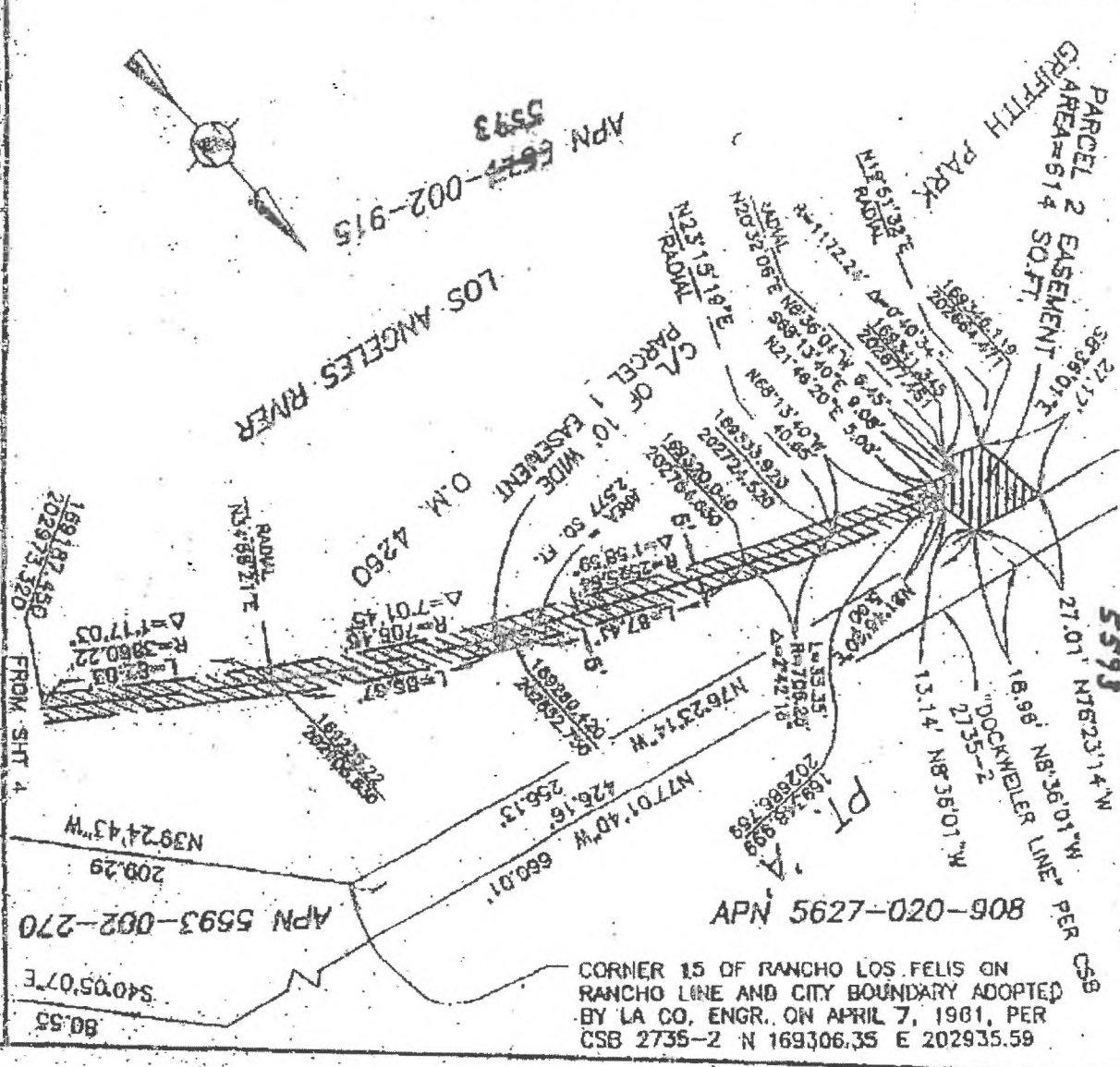
DATE: JUNE 5, 1998  
 THOM. CDE: 564 B-3  
 FILE: G-26-N.DWG  
 PROJECT NO: 1335

**HENNON**  
 and Associates  
 SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
 LA CANADA, CALIFORNIA 9101  
 (818)790-0191 (213)664-2513  
 FAX: (818)790-0192

SCALE: 1"=50'  
 0' 25' 50' 100'  
**ATTACHMENT A** S.F.T. 5 OF 6 SH.TS

**BURDENED PROPERTY:**  
**APN 5027-002-915**  
**5593**



CORNER 15 OF RANCHO LOS FELIS ON RANCHO LINE AND CITY BOUNDARY ADOPTED BY LA CO. ENGR. ON APRIL 7, 1961, PER CSB 2735-2 N 169306.35 E 202935.59

DATE: JUNE 7, 1988  
 HOM. CODE: 564 B-3  
 LE: C-28-NZ.DWG  
 PROJECT NO. 1315

**HENNON and Associates**  
 SURVING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
 LA CANADA, CALIFORNIA 91011  
 (818) 750-0191 (213) 564-2513  
 FAX: (818) 750-0192

FROM SHIT 4

# ATTACHMENT "A"

## BASIS OF BEARINGS AND BASIS OF COORDINATES FOR ATTACHED SKETCH.

### HORIZONTAL DATUM:

THE HORIZONTAL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE CITY OF LOS ANGELES NAD 27 GEODETIC CONTROL NETWORK PER THE FOLLOWING MONUMENTS:

GLN A-6-C; STANDARD SURVEY MONUMENT IN WELL  
29 FT. EAST OF RIVERSIDE DR., 319 FT. NORTH OF  
ZOO DRIVE, SOUTH SIDE OF LA RIVER.

N=4,169,059.13' E=4,198,920.63' EL=473.40' (1979)

GLN D-6; STANDARD TRAVERSE MONUMENT IN WELL  
STAMPED "GLN D-6, 1953" IN THE INTERSECTION OF  
AVIATION DR. & SAN FERNANDO RD. EAST, 7 FT. NORTH  
OF SOUTH CURB LINE OF AVIATION DR., AND APPROX.  
210 FT. EAST OF EAST R/W OF SAN FERNANDO RD. WEST.

N=4,168,139.11' E=4,204,554.08' EL=463.90' (1953)

NOTE: ADD 4,000,000 TO BOTH NORTHINGS AND EASTINGS SHOWN ON ATTACHED SKETCH HEREON TO EQUAL LA CITY NAD 27 DATUM.

### VERTICAL DATUM (BENCHMARK):

ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE CITY OF LOS ANGELES VERTICAL DATUM 1985 ADJUSTMENT AS REFERENCED BY THE FOLLOWING CITY BENCHMARK:

CITY OF LA BM NO. 09-01711 ELEV.=483.913' (1985 ADJ.)  
LOS ANGELES COUNTY FLOOD CONTROL BRASS DISC BM  
"BM 039-05185" 0.8 FT. WEST OF WEST CURB SAN  
FERNANDO ROAD, 126 FT. SOUTH OF ORANGE ST., AT  
SOUTH END OF CATCH BASIN, 7 FT. NORTH OF NORTH  
SIDE OF VERDUGO WASH FLOOD CHANNEL

DATE: JUNE 5, 1998

THOMAS GUIDE

FILE: PAGE2.DWG

PROJECT NO: 1335

**HENNON****and Associates**

SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
LA CANADA, CALIFORNIA 91011  
(818)790-0191 (213)664-2513  
FAX (818)790-0192



## LEGAL DESCRIPTION

PIPELINE APN 5627-002-270  
5593

THOSE PORTIONS OF THE RANCHO SAN RAFAEL IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER CLERK FILE MAP NO. 61, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF THE MARIA SEPULVEDA DE SANCHEZ 212-3/100 ACRES, AS DEPICTED HEREON AS ATTACHMENT "A", ATTACHED HERETO AND MADE A PART THEREOF, DESCRIBED AS FOLLOWS:


BEG.    ING AT A POINT ON THE "DOCKWEILER LINE" AS SHOWN ON COUNTY SURVEYOR MAP SERIES 'B' (CSB) NO. 2735 SHEET 2, ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND SHOWN AS THE CITY OF LOS ANGELES / CITY OF GLENDALE BOUNDARY LINE PER FILE MAP (FM) NO. 11136 SHEET 4, ON FILE IN SAID OFFICE OF THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, SAID LINE CLAIMED BY THE CITY OF LOS ANGELES TO BE THE NORTHERLY LINE OF ORIFFITH PARK AS SHOWN ON CITY OF LOS ANGELES ENGINEER'S SURVEY FIELD BOOKS 705 AND 1058, AND ON MAP NO. 4185 AND NO. 4260 IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID POINT LIES NORTH 77°01'40" WEST 416.18 FEET FROM RANCHO LOS FELIS CORNER NO. 15 AS SHOWN ON SAID MAP NO. 4260; THENCE LEAVING SAID LINE SOUTH 8°36'01" EAST, 18.96 FEET TO A POINT ON THE CURRENT CITY OF LOS ANGELES / CITY OF GLENDALE BOUNDARY LINE AS ADOPTED BY THE LOS ANGELES COUNTY ENGINEER ON APRIL 7, 1961 AS SHOWN ON SAID COUNTY SURVEYOR MAP, SAID POINT LYING ALONG SAID LINE NORTH 76°23'14" WEST, 256.13 FEET FROM RANCHO LOS FELIS CORNER NO. 15 AS SHOWN ON SAID COUNTY SURVEYOR MAP; THENCE ALONG SAID LINE NORTH 76°23'14" WEST, 27.01 FEET; THENCE LEAVING SAID LINE NORTH 8°36'01" WEST, 13.86 FEET; THENCE NORTH 7°48'07" EAST 4.46 FEET TO A POINT ON SAID "DOCKWEILER LINE" LYING SOUTH 77°01'40" EAST, 25.54 FEET FROM SAID POINT OF BEGINNING; ALONG SAID LINE NORTH 77°01'40" WEST, 25.54 FEET TO SAID POINT OF BEGINNING.



CONTAINING AN AREA OF 467 SQUARE FEET, MORE OR LESS.

THIS LEGAL DESCRIPTION IS NOT TO BE USED FOR THE FEE TITLE TRANSFER OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROVISIONS OF THE LAND SURVEYORS' ACT OF THE STATE OF CALIFORNIA:



ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-01)  
HENNON AND ASSOCIATES

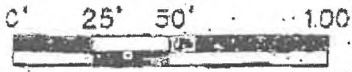
FILE: CDM&LGL DATE: JUNE 4, 1998



SCALE: 1"=50'

# ATTACHMENT "A"

SHT. 1 OF 2 SHTS



**BURDENED PROPERTY**  
**APN 5593-002-270**

"DOCKWEILER LINE" PER  
 CSB 2735-2 & SHOWN  
 AS CITY OF LA / GLENDALE  
 BOUNDARY PER FM 11136-4  
 N 189429.79  
 E 202425.84

CORNER # 16 RO. LOS FELIS,  
 CORNER # 64 RO. SAN RAFAEL



RANCHO LINE AND LA CITY/  
 GLENDALE BOUNDARY LINE  
 ADOPTED BY LA CO. ENGR.  
 APRIL 7, 1961. SEE CSB  
 2735-2

RANCHO LOS FELIS  
 516-200-1635 MOA

GRIFFITH PARK  
 O.M. 4260  
 516-200-1635 MOA

LOS ANGELES RIVER

AREA =  
 467 SQ. FT.

N8°36'01"W  
 13.88'

N78°23'14"W  
 27.01'

18.96'  
 S8°36'01"E

658.18'

258.13'

428.16'

N77°01'40"W

208.51'

880.01'

241.35'

N76°23'14"W

51.17'

S74°58'15"W

133.87'

N78°23'14"W

N 169437.87  
 E 202455.84

189386.895  
 202858.334

N748°07'E 4.48'

189381.112  
 202858.833

N77°01'40"W  
 25.54'

189385.180  
 202863.821

TRUE POINT  
 OF BEGINNING

APN 5827-020-908

"DOCKWEILER LINE" PER CSB 2735-2  
 & SHOWN AS CITY OF LA/GLENDALE  
 BOUNDARY PER FM 11136-4 AND  
 CLAIMED BY THE CITY OF LA TO  
 THE NORTHERLY LINE OF GRIFFITH  
 PARK PER CITY OF LA ENGR'S  
 FIELD BOOKS 705 & 1058, AND  
 MAPS 4185 & 4260 IN THE CITY  
 ENGINEER'S OFFICE (LA).

CORNER # 15 RO. LOS FELIS,  
 CORNER # 63 RO. SAN RAFAEL

N 169289.72  
 E 203058.11

RANCHO LINE AND LA CITY/  
 GLENDALE BOUNDARY LINE  
 ADOPTED BY LA CO. ENGR.  
 APRIL 7, 1961. SEE CSB  
 2735-2

W 54°27'28"N  
 209.29'  
 PORTION OF MARIA SERULVEDA  
 DE SANCHEZ 212 3/100 HERSES  
 APN 5593-002-270  
 340.90'S  
 80°58'  
 344.40'37"W

SOUTHEASTERLY LINE (AND ITS  
 SOUTHWESTERLY PROLONGATION) OF  
 KELLOGG AVE., 80 FT. WIDE. SEE  
 FM 11136-4.

KELLOGG  
 AVENUE  
 (VACATED)

DATE: JUNE 5, 1988  
 THOM. CODE: 584 B-3  
 FILE: G-27-N.DWG  
 PROJECT NO: 1335

**HENNON**  
 and Associates  
 SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE  
 LA CANADA, CALIFORNIA 91011  
 (818)790-0181 (213)664-2513  
 FAX: (818)790-0182

# ATTACHMENT "A"

## BASIS OF BEARINGS AND BASIS OF COORDINATES FOR ATTACHED SKETCH.

### HORIZONTAL DATUM:

THE HORIZONTAL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE CITY OF LOS ANGELES NAD 27 GEODETIC CONTROL NETWORK PER THE FOLLOWING MONUMENTS:

GLN A-5-C: STANDARD SURVEY MONUMENT IN WELL  
29 FT. EAST OF RIVERSIDE DR., 319 FT. NORTH OF  
ZOO DRIVE, SOUTH SIDE OF LA RIVER.  
N=4,169,059.13' E=4,198,920.63' EL=473.40' (1979)

GLN D-6: STANDARD TRAVERSE MONUMENT IN WELL  
STAMPED "GLN D-6, 1953" IN THE INTERSECTION OF  
AVIATION DR. & SAN FERNANDO RD. EAST, 7 FT. NORTH  
OF SOUTH CURB LINE OF AVIATION DR., AND APPROX.  
210 FT. EAST OF EAST R/W OF SAN FERNANDO RD. WEST.  
N=4,168,138.11' E=4,204,554.08' EL=463.90' (1953)

NOTE: ADD 4,000,000 TO BOTH NORTHINGS AND EASTINGS SHOWN ON ATTACHED SKETCH HEREON TO EQUAL LA CITY NAD 27 DATUM.

### VERTICAL DATUM (BENCHMARK):

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CITY OF LA BM NO. 09-01711. ELEV.=463.913' (1985 ADJ.)  
LOS ANGELES COUNTY FLOOD CONTROL BRASS DISC BM  
"BM 039-05185" 0.8 FT. WEST OF WEST CURB SAN  
FERNANDO ROAD, 126 FT. SOUTH OF ORANGE ST., AT  
SOUTH END OF CATCH BASIN, 7 FT. NORTH OF NORTH  
SIDE OF VERDUGO WASH FLOOD CHANNEL

DATE: SEP. 16, 1996

THOMAS GUIDE:

FILE: PAGE2.DWG

PROJECT NO: 1335

**HENNON****and Associates**

SURVEYING - ENGINEERING - PLANNING

728 LYNNHAVEN LANE  
LA CANADA, CALIFORNIA 91011  
(818)790-0191 (213)864-2513

FAX: (818)790-0192

Exhibit "C"

Memorandum of Lease

STH002FA.WP

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Irell & Manella LLP  
840 Newport Center Drive  
Suite 500  
Newport Beach, CA 92660  
Attn: Steven W. Hopkins

(THE AREA ABOVE IS RESERVED FOR RECORDER'S USE)

TERM OF LEASE IS LESS THAN 99 YEARS

MEMORANDUM OF LEASE

The undersigned as the CITY OF LOS ANGELES and THE GLENDALE  
RESPONDENTS GROUP, LLC under that certain Lease dated \_\_\_\_\_ relating to  
Premises more particularly described in Exhibit A; in the County of Los Angeles, State  
of California hereby confirm that the term of said Lease commenced on \_\_\_\_\_  
and will expire on \_\_\_\_\_.

Dated \_\_\_\_\_

LESSOR:

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND  
PARKS BY ITS BOARD OF RECREATION  
PARKS COMMISSIONERS OF THE CITY OF  
LOS ANGELES

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
President

Approved as to Form and Legality

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_, 1998  
JAMES K. HAHN, City Attorney

GROUP

By \_\_\_\_\_  
MARJORIE HAMANO CURRIER  
Deputy City Attorney

THE GLENDALE RESPONDENTS GROUP

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF ORANGE            )

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_, personally known to me (or 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

[Seal]



STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF ORANGE            )

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_, personally known to me (or 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

[Seal]

Exhibit "D"

General Liability Special Endorsement

STH002FA.WP

EXHIBIT "D"

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF LOS ANGELES**

Form GL-123 (CA) 7-78 (1)

DUPLICATE

1. ENDORSEMENT NO. 2. ISSUE DATE (MM/DD/YYYY)

3. PRODUCER  
  
  
  
  
Telephone

4. POLICY INFORMATION  
Carrier  
Policy No.  
Policy Period:  
COVERAGE TRIGGER (check one):  Occurrence  Claims Made  
Check  LOSS ADJUSTMENT EXPENSE is included in Limits

4. NAMED INSURED

5.  Deductible  Self-Retained Retention (check which) of \$ \_\_\_\_\_  
with a stop loss cap of \$ \_\_\_\_\_ apply to \_\_\_\_\_  
coverage.  Per Occurrence  Per Claim. (attach)

7. APPLICABILITY: This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here:  In which case only the following specific agreements and permits with the City of Los Angeles are covered:  
CITY AGREEMENTS/PERMITS

6. TYPE OF INSURANCE

GENERAL LIABILITY (check one)  
 COMMERCIAL GENERAL LIABILITY (RETROACTIVE DATE)  
 COMPREHENSIVE FORM (1973 OCCURRENCE)

10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

7. COVERAGE	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> PREMISES/OPERATIONS		
<input type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> CONTRACTUAL		
<input type="checkbox"/> INDEPENDENT CONTRACTORS		

11. CLAIMS: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.
- 13. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
- 14. **SEPARATION OF INSURED.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 15. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits (other than by impairment of an aggregate limit), the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by registered delivery addressed as follows: **CITY ATTORNEY, INSURANCE AND BONDS, 1500 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4188.** It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium.

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

17. AUTHORIZED REPRESENTATIVE  Broker/Agent  Underwriter  \_\_\_\_\_

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_  
(original signature required on copy furnished to the City Attorney)

Telephone: ( ) \_\_\_\_\_ Date Signed \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES

On FEBRUARY 9, 2000 before me, ARIEL C. PUATU,  
personally appeared JAMES E. STARBUCK, personally known to  
me (or 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.

WITNESS my hand and official seal.

Ariel C. Puatu  
(Signature)



[SEAL]

~~STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )~~

~~On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to  
me (or 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.~~

~~WITNESS my hand and official seal:~~

~~\_\_\_\_\_  
(Signature)~~