

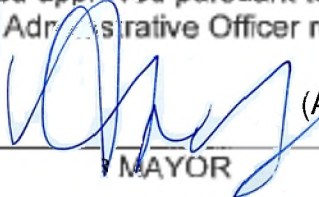
0150-06696-0001

TRANSMITTAL

TO The City Council	DATE 6/29/15	COUNCIL FILE NO. 99-0866
FROM The Mayor		COUNCIL DISTRICT 9

**Amendment to Lease Agreement No. 250
between the City of Los Angeles and City of Glendale**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.


 (Ana Guerrero)

 MAYOR

MAS:LGC.081500601

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: June 29, 2015

CAO File No. 0150-06696-0001

Council File No. 99-0866

Council District: 9

To: The Mayor

From: Miguel A. Santana, City Administrative Officer *RJH
RW*

Reference: Letter to the Mayor from the Board of Recreation and Park Commissioners dated, January 21, 2015; referred by the Mayor on February 2, 2015

Subject: **AMENDMENT TO LEASE AGREEMENT NO. 250 BETWEEN THE CITY OF LOS ANGELES AND CITY OF GLENDALE**

SUMMARY

At its meeting of January 21, 2015, the Board of Recreation and Park Commissioners (Board) approved a proposed amendment to a lease agreement with the City of Glendale (Glendale) relative to the extension of the current lease agreement for an area located within the Department's Griffith Park/Central Service Yard by an additional ten years.

Effective March 24, 2000, the original 15-year lease agreement between the City of Los Angeles, through the Department of Recreation and Parks (Department), and Glendale, allowed Glendale to construct two subsurface extraction and monitoring wells and associated pipelines within the Department's Griffith Park/Central Service Yard. The lease agreement includes one ten-year renewal option. The proposed amendment exercises the one ten-year renewal option. The terms of the lease agreement also provides that upon the expiration of the agreement, the agreement may continue on a month to month basis upon the same terms as specified in the agreement, until terminated by either parties or a new written agreement is executed by both parties.

The lease agreement includes provisions for increasing the annual rent payable of \$8,808 at the beginning of the 6th and 11th year of the lease. The lease outlines that at the end of the 5th and 10th year, the rent shall be adjusted upwards equivalent to the cumulative total of the annual Consumer Price Index (CPI) percentage increase during the immediately preceding five year period. According to the Department, Glendale paid an annual rent of \$8,808 at the beginning of the lease. A rent adjustment was applied on the 6th year, increasing the annual rent payable by \$1,082 to \$9,890. Another rent adjustment was applied on the 11th year, increasing the annual rent payable by \$1,630 to \$11,520. The terms of the amended lease agreement does not provide any language for the continuation of the rent adjustment during the ten-year renewal term.

It is recommended that the lease agreement be amended to include terms for the continuation of rent adjustments every five years beginning at the 16th year of the lease or the 1st year of the renewal term. Using the same guidelines for rent adjustment for the initial term of the lease, the cumulative total of the CPI increases during the preceding five year period (March 2009-2014) allows for a rent increase up to 9.2 percent, which is equivalent to an increase of \$1,059.84 annually or \$10,598.40 for the ten-year renewal term. A subsequent adjustment on the 21st year of the lease or the 6th year of the renewal term may also be anticipated if the five year rent adjustment is continuously applied.

Council approval of the proposed lease agreement is required because the term exceeds five years.

RECOMMENDATION

That the Council:

- 1) Approve and authorize the President and Secretary of the Board of Recreation and Park Commissioners to execute the proposed amendment to the lease agreement No. 250 with the City of Glendale for a period of ten years, subject to the approval of the City Attorney;
- 2) Request the Board of Recreation and Park Commissioners to include the following language to the Amendment; and

3. **Consideration.** Rent adjustment shall be applied during the first and sixth year of the renewal term, using the same method during the original term of the Lease Agreement. The following language shall replace the first and second paragraphs of Section 6(d) of the Lease Agreement:

6 Consideration

d. Annual Rent ("Annual Rent") for the first five (5) years of the term of the Lease in the amount of \$8,808 for the lease of the Premises. At the end of the fifth, tenth, fifteenth, and twentieth 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 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 (1993-1995=100) published by the Bureau of Labor Statistics of the US 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, eleventh, sixteenth, and twenty-first 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, sixteenth, and twenty-first anniversary of the Commencement Date, the City shall pay to the Lessor the amount of the Annual Rent paid for the tenth, fifteenth, and twentieth year of the Lease, respectively, 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.

- 3) Request the Board of Recreation and Park Commissioners to revise the expiration indicated on the Memorandum of Lease as March 23, 2025 instead of March 23, 2026 to accurately reflect the end of the ten-year renewal period approved by the Board.

FISCAL IMPACT STATEMENT

The City of Glendale will pay \$11,520 in rent annually or \$115,200 during the ten-year renewal period. If the recommendation to continue the rent adjustment is adopted, then an increase of up to \$1,059.84 annually or \$10,598.40 for the term of the renewal period may be received. Additional revenue may also be received during the subsequent rent adjustment. Revenues from this agreement will be deposited in equal parts between the Department of Recreation and Parks General and Special funds. There is no additional impact on the City's General Fund. To the extent applicable, the recommendation stated in this report complies with the City Financial Policies in that user charges and fees are set to support the full cost of operations for which the fees are charged.

fc
MAS:LGC:08150060

Attachment

**BOARD OF RECREATION AND
PARK COMMISSIONERS**

SYLVIA PATSAOURAS
PRESIDENT

IRIS ZUÑIGA
VICE PRESIDENT

LYNN ALVAREZ
MELBA CULPEPPER
MISTY M. SANFORD

LATONYA D. DEAN
COMMISSION EXECUTIVE ASSISTANT II

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
RECREATION AND PARKS**

COMMISSION OFFICE
POST OFFICE BOX 86328
LOS ANGELES, CA 90086-3280

Telephone: (213) 202-2640
Facsimile: (213) 202-2610
RAP.Commissioners@LACity.org

MICHAEL A. SHULL
GENERAL MANAGER

January 30, 2015

Hon. Eric Garcetti, Mayor
City of Los Angeles
Room 303, City Hall

Attention: Ms. Mandy Morales

Dear Mayor Garcetti:

In accordance with Executive Directive No. 3, there are attached herewith three copies of a proposed Amendment to Lease Agreement No. 250 with the City of Glendale for the remediation of toxic groundwater.

Also attached for the assistance of your Office in reviewing this proposed Amendment is Report No. 15-008, adopted by the Board of Recreation and Park Commissioners at its meeting of January 21, 2015. After review and recommendation by you, the proposed Amendment will be submitted to the Board for final action.

If you have any questions with regard to the proposed Amendment, please contact Cid Macaraeg at (213) 202-2608.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

LATONYA D. DEAN
Commission Executive Assistant

Attachments

cc: Cid Macaraeg, Senior Management Analyst II (w/o attachment)

APPROVED

REPORT OF GENERAL MANAGER

NO. 15-008

DATE January 21, 2015


JAN 21 2015
BOARD OF RECREATION
& PARK COMMISSIONERS

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK/CENTRAL SERVICES YARD - AMENDMENT TO THE LEASE AGREEMENT WITH THE CITY OF GLENDALE TO PERFORM GROUNDWATER ENVIRONMENTAL REMEDIATION

R. Adams	_____	V. Israel	_____
*R. Barajas	<u>CSD</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____



 General Manager

as amended

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Amendment to the Lease Agreement No. 250 with the City of Glendale, substantially in the form, on file in the Board Office to extend the term of the agreement for a period of ten (10) years under the same terms and conditions as the current agreement;
2. In accordance with Executive Directive No. 3, forward the proposed amendment to the Mayor and, concurrently, to the City Attorney for review as to form, and, request that the City Attorney expedite the processing of the amendment through City Council; and,
3. Upon receipt of the necessary approvals by City Council and the Mayor, authorize the Board President and Secretary to execute the amendment.

SUMMARY:

On November 4, 1998, the Board, through Report No. 464-98, approved a fifteen (15) year lease agreement with the City of Glendale to allow for the remediation of toxic groundwater through the placement of two (2) subsurface extraction and monitoring wells and associated pipelines within the Department's Griffith Park/Central Service Yard.

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-008

In 1989, the Environmental Protection Agency (EPA) identified elevated concentrations of Volatile Organic Compounds (VOC's) in the groundwater in and around the Glendale/Griffith Park area. Further investigation revealed two (2) distinct plumes of contamination which were called the Glendale North Plume and the Glendale South Plume. The EPA initiated studies to evaluate alternative methodologies for groundwater clean-up. In 1993, the EPA selected a cleanup remedy for these plumes of groundwater contamination. The proposed remedy consisted of groundwater extraction and treatment for the shallow aquifer system. As part of this process, the EPA identified specific sites at which they recommended placement of extraction and monitoring wells. One of these sites was the Department's Griffith Park/Central Service Yard.

The groundwater toxic remediation is being conducted by the City of Glendale, a municipal corporation and the Glendale Respondent's Group, LLC, acting on behalf of the City of Glendale under the lease approved by the Board in 1998. The initial term of the lease was fifteen (15) years, with an option to renew for an additional ten (10) years. The Lease was executed on February 17, 2000 and the initial fifteen (15) year term expires on ~~February~~ ^{March} 2015. Through a letter dated April 3, 2014, the City of Glendale requested to exercise the ten (10) year option.

The proposed Amendment being presented to the Board only extends the term of the lease agreement by an additional ten (10) years. All other conditions remain unchanged. This includes an annual rental fee for the use of park property. The current rental fee is \$8,808.

FISCAL IMPACT STATEMENT

Approval of this Amendment will not have a negative impact on the Department's General Fund.

This report prepared by Cid Macaraeg, Sr. Management Analyst II, Real Estate, Planning, Construction and Maintenance Branch.

**AMENDMENT TO
LEASE AGREEMENT NO. 250**

**BETWEEN CITY OF LOS ANGELES,
DEPARTMENT OF RECREATION AND PARKS
AND
CITY OF GLENDALE**

This Amendment to the Lease Agreement No. 250 dated February 9, 2000 ("Lease Agreement") by and between the Department of Recreation and Parks ("Department") of the City of Los Angeles, a municipal corporation ("Lessor") , acting by and through its Board of Recreation and Park Commissioners ("Board") and the City of Glendale, a municipal corporation ("Lessee"), is made and entered into this ____ day of _____ 20___, by and between Lessor and Lessee.

WHEREAS, Lessee and Lessor are parties to the above-described Lease Agreement, whereby Lessor leases to Lessee, its successors and assigns, use of the certain real property owned by Lessor. A true and correct copy of the Lease Agreement in its entirety is attached hereto and incorporated herein by reference as Exhibit "1".

WHEREAS, the Term of the lease in accordance with Section 4(a) of the Lease Agreement is for fifteen (15) years commencing on the date the Lease Agreement is executed by the Lessor and Lessee and will expire on March 23, 2015.

WHEREAS, Section 4(c) of the Lease Agreement allows Lessee to request renewal of the Lease Agreement for one (1) additional consecutive term of ten (10) years.

WHEREAS, on April 3, 2014, Lessee, in accordance with Section 4(c), has submitted its written request for the renewal of the Lease Agreement's Term to Lessor.

WHEREAS, Lessor, with the approval of the Board has agreed to the renewal of the Term of the Lease Agreement for an additional Term of ten (10) years effective March 24, 2015.

WHEREAS, Lessor and Lessee desire to amend said Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, Lessor and Lessee agree as follows:

1. **Lease Term.** The Term of the Lease Agreement is hereby renewed and extended by one Term of ten (10) years effective March 24, 2015.

2. **Amended Memorandum of Lease.** Lessor and Lessee hereby agree that upon execution of this Amendment No. 1, they will execute an Amended Memorandum of Lease in substantially the form attached and included in Exhibit "1" hereto which shall be recorded in the Official Records of Los Angeles County, California within thirty (30) days of the Lease Agreement renewal commencement date.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, all other terms, conditions, provisions and requirements of the Lease Agreement shall remain the same.

[Signature Page to Follow]

IN WITNESS WHEREOF, parties hereto have caused this AMENDMENT TO LEASE AGREEMENT NO. 250 to be executed by their duly authorized representatives.

LESSOR:

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal
corporation, acting by and through its
BOARD OF RECREATION AND PARK
COMMISSIONERS

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER, City Attorney

By: _____
DEPUTY CITY ATTORNEY

Date: _____

LESSEE

Executed this _____ day
of _____, 20__

CITY OF GLENDALE

By _____
CITY MANAGER

Approved as to Form:

MICHAEL J. GARCIA, City Attorney

By: _____
Dorine Martirosian,
Assistant City Attorney

Date: _____

RECORDING REQUESTED BY

City of Glendale

WHEN RECORDED MAIL TO:

City Clerk, City of Glendale

613 E. Broadway, Room 110

Glendale, CA 91206-4393

(Space above line for Recorder's use)

MEMORANDUM OF LEASE

**AMENDMENT AND EXTENSION OF
EXISTING LEASE AGREEMENT**

The undersigned as the DEPARTMENT OF RECREATION AND PARKS OF THE CITY OF LOS ANGELES, a municipal corporation ("Lessor"), and the CITY OF GLENDALE, a municipal corporation ("Lessee"), under certain Amendment to Lease Agreement dated March _____, 2015, have extended the initial lease term relating to Premises more particularly described in Exhibit "A", in the County of Los Angeles, State of California, and hereby confirm that the term of said Amendment to Lease Agreement commences on March 24, 2015 and will expire on March 23, 2026.

Date: _____, 2015

Lessor:

THE CITY OF LOS ANGELES, a municipal corporation acting by and through its BOARD OF RECREATION AND PARKS COMMISSIONERS

By: _____
PRESIDENT

By: _____
SECRETARY

Approved as to form:
MICHAEL N. FEUER, CITY ATTORNEY

By: _____
DEPUTY CITY ATTORNEY

Date: _____

Date: _____, 2015

Lessee:

CITY OF GLENDALE, a municipal
corporation

By: _____
SCOTT OCHOA
City Manager

Approved as to form:
MICHAEL J. GARCIA, CITY ATTORNEY

By: _____
DORINE MARTIROSIAN
Assistant City Attorney

Date: _____, 2015

LEASE AGREEMENT

February 2000
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 (1993-1995=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, Benschöof, 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 inoperative 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:

Gandi P. Blake
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

2/17, 1998
JAMES K. HAHN, City Attorney

By: Steve Boby
President
By: Dorothy Mason
Secretary

By: Marjorie Hamano Currier
MARJORIE HAMANO-CURRIER
Deputy City Attorney

Approved as to Form and Legality

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

By: Vivien Cienfuegos Ide

CITY:

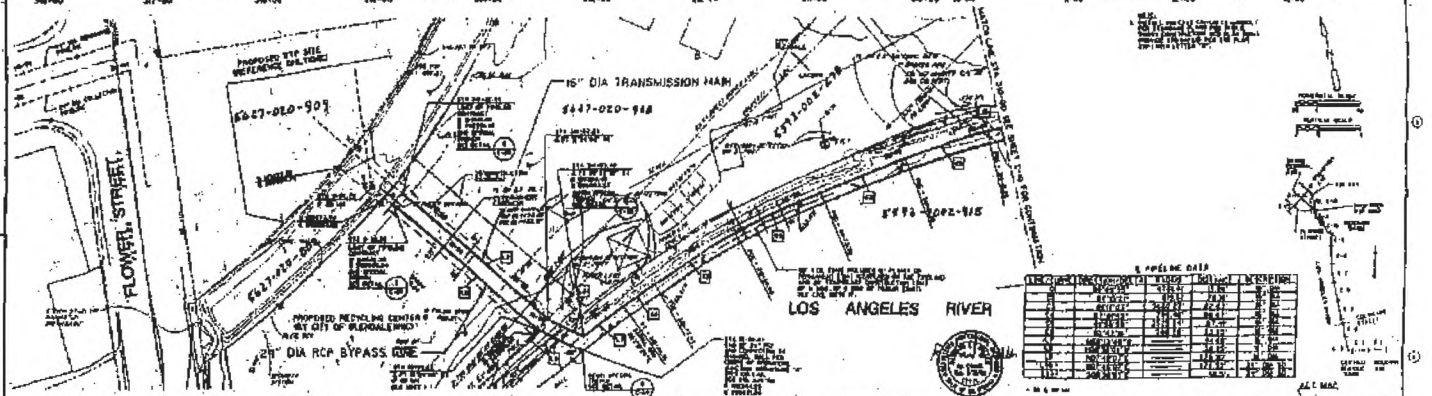
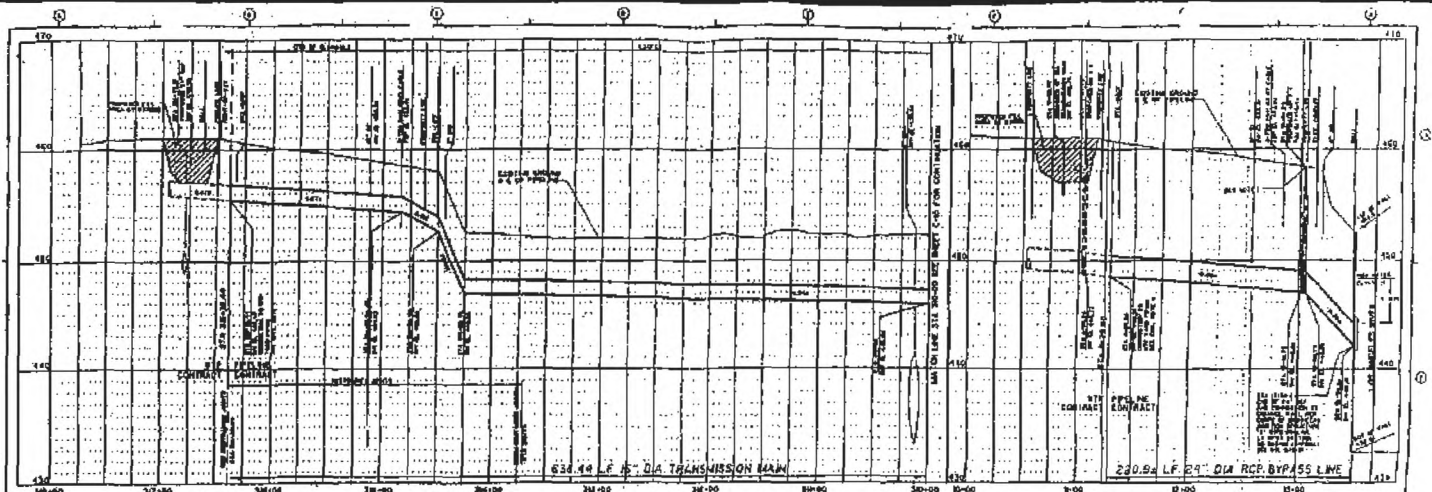
THE CITY OF GLENDALE, a municipal corporation

By: James E. Stubbins

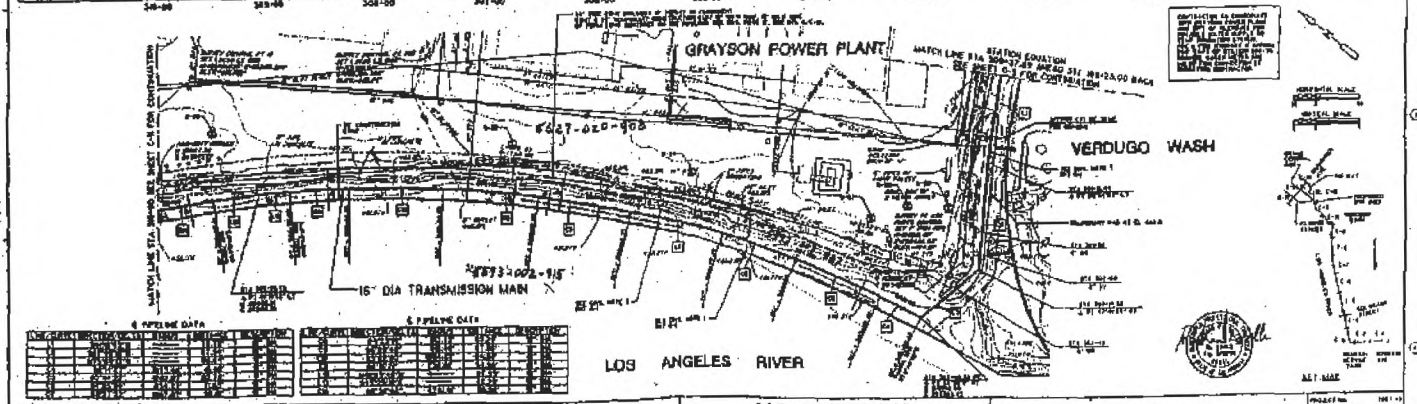
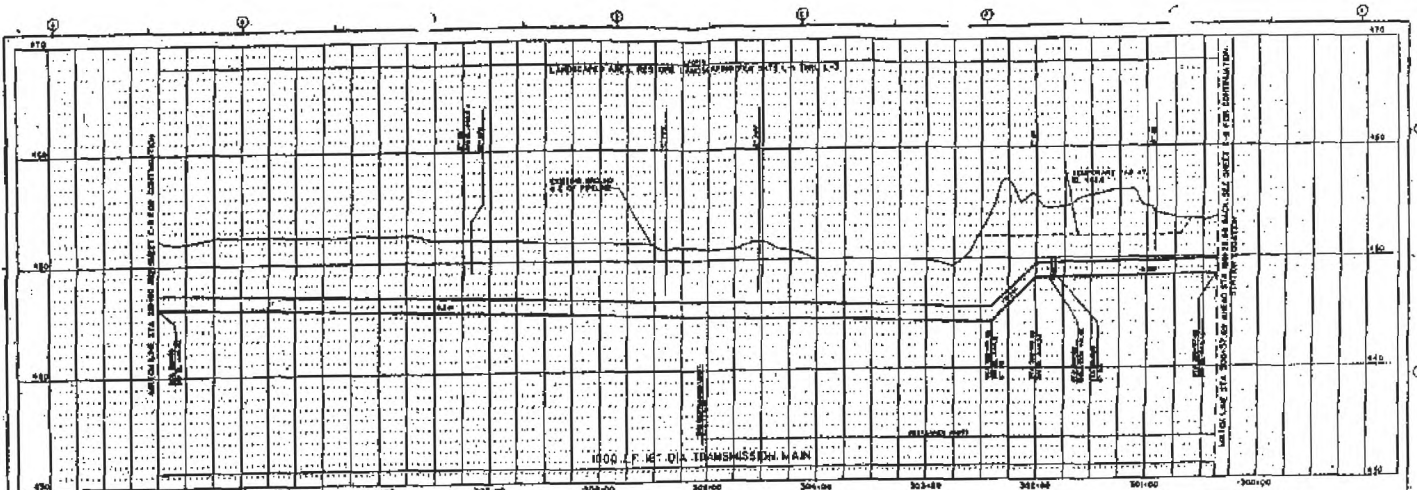
Its: CITY MANAGER

(Doc. #69553)

Exhibit "A"
Improvements



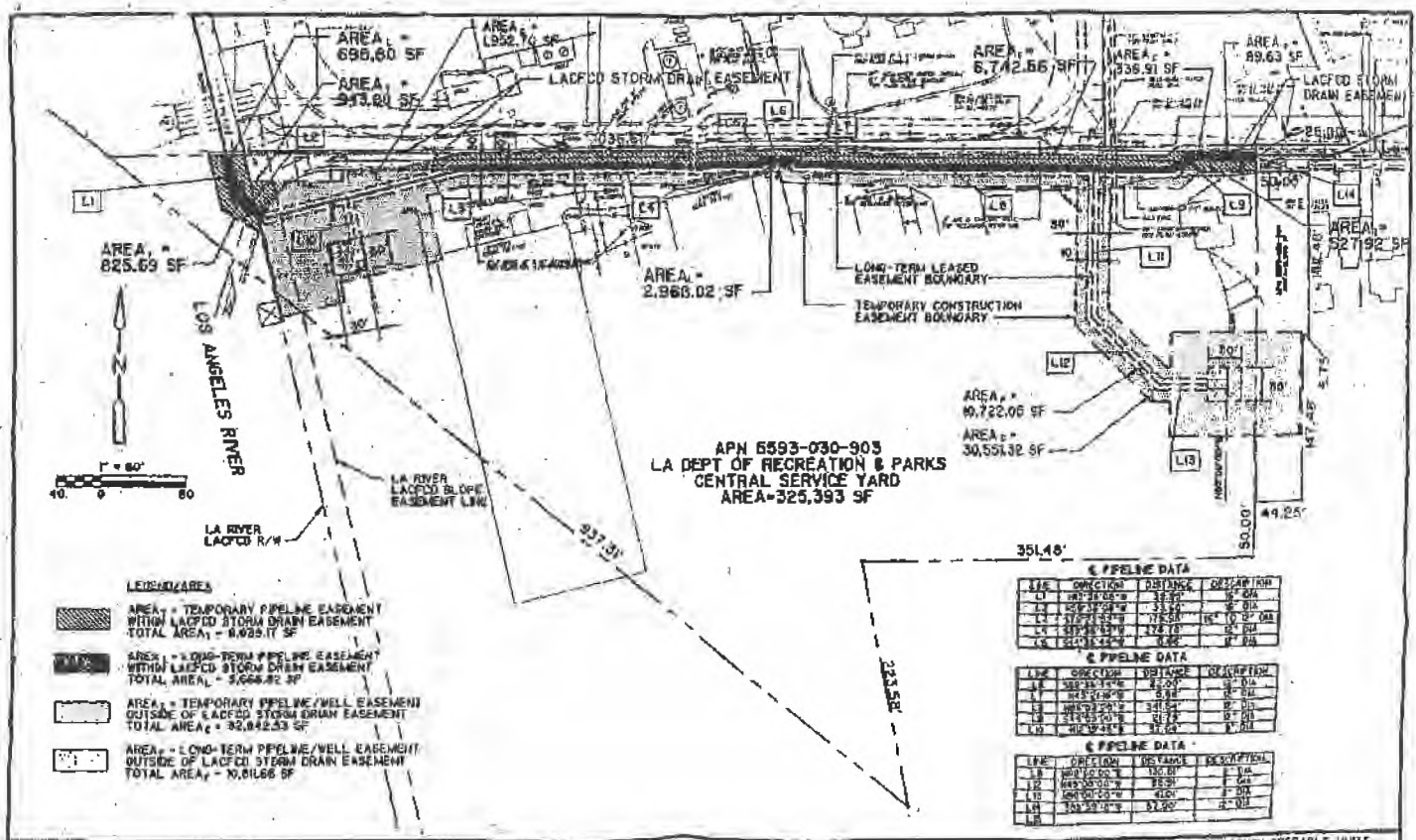
<p>CDM</p> <p>CONTRACT NO. 31-000000-01</p> <p>DATE: 11/15/00</p>	<p>GLENDALE RESPONSES GROUP</p> <p>GLENDALE NORTH AND SOUTH OPERABLE UNITS</p> <p>REMEDIAL DESIGN</p>	<p>PIPELINES</p> <p>PIPELINE PLAN/PROFILE</p> <p>FROM STA 310+00 TO STA 316+36.44</p> <p>AND BYPASS PIPELINE</p>	<p>PROJECT NO. 31-000000-01</p> <p>SHEET NO. C-11</p>
---	---	--	---



PIPELINE DATA		PIPELINE DATA	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	16\"/>		

CDM CONSULTING & DESIGN, INC. 1000 WEST 10TH STREET, SUITE 100 LOS ANGELES, CALIFORNIA 90015 TEL: (213) 621-1000 FAX: (213) 621-1001	OLENDALE RESPONSE GROUP OLENDALE NORTH AND SOUTH OPERABLE UNITS REMEDIAL DESIGN	PIPELINES PIPELINE PLAN/PROFILE FROM STA 300+97.69 TO STA 310+00	SHEET NO. C-10
			DATE 11/11/00

DRAWN BY: J. W. ... DATE: 11/17/87 ... SCALE: 1" = 40' (11)



- LEGEND/AREA**
- AREA 1 - TEMPORARY PIPELINE EASEMENT WITHIN LACFCO STORM DRAIN EASEMENT
 TOTAL AREA₁ = 6,925.17 SF
 - AREA 2 - LONG-TERM PIPELINE EASEMENT WITHIN LACFCO STORM DRAIN EASEMENT
 TOTAL AREA₂ = 3,666.82 SF
 - AREA 3 - TEMPORARY PIPELINE/WELL EASEMENT OUTSIDE OF LACFCO STORM DRAIN EASEMENT
 TOTAL AREA₃ = 32,842.33 SF
 - AREA 4 - LONG-TERM PIPELINE/WELL EASEMENT OUTSIDE OF LACFCO STORM DRAIN EASEMENT
 TOTAL AREA₄ = 10,816.66 SF

PIPELINE DATA

LINE	DIRECTION	DEVIANCE	DESCRIPTION
L1	WEST TO EAST	12.00'	12" DIA
L2	EAST TO WEST	12.00'	12" DIA
L3	WEST TO EAST	12.00'	12" DIA
L4	EAST TO WEST	12.00'	12" DIA
L5	WEST TO EAST	12.00'	12" DIA

PIPELINE DATA

LINE	DIRECTION	DEVIANCE	DESCRIPTION
L6	WEST TO EAST	12.00'	12" DIA
L7	EAST TO WEST	12.00'	12" DIA
L8	WEST TO EAST	12.00'	12" DIA
L9	EAST TO WEST	12.00'	12" DIA
L10	WEST TO EAST	12.00'	12" DIA

PIPELINE DATA

LINE	DIRECTION	DEVIANCE	DESCRIPTION
L11	WEST TO EAST	12.00'	12" DIA
L12	EAST TO WEST	12.00'	12" DIA
L13	WEST TO EAST	12.00'	12" DIA
L14	EAST TO WEST	12.00'	12" DIA
L15	WEST TO EAST	12.00'	12" DIA



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

Exhibit "B"

Premises

STHO02FA.WP

NOV 21 1990 10:55AM 307 UN. 10.000 7.0

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:

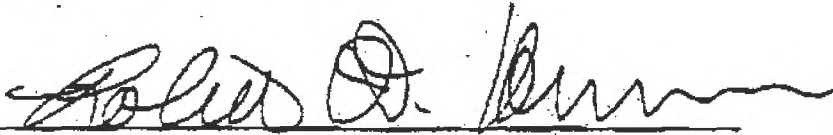
BEING A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

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 HEREIN 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 HEREIN 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 973 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, FLS 5573 (LIC. EXPIRES 9-30-01)

HENNON AND ASSOCIATES



FILE: CDM2.LGL DATE: MAY 10, 1998

SCALE: 1"=20'

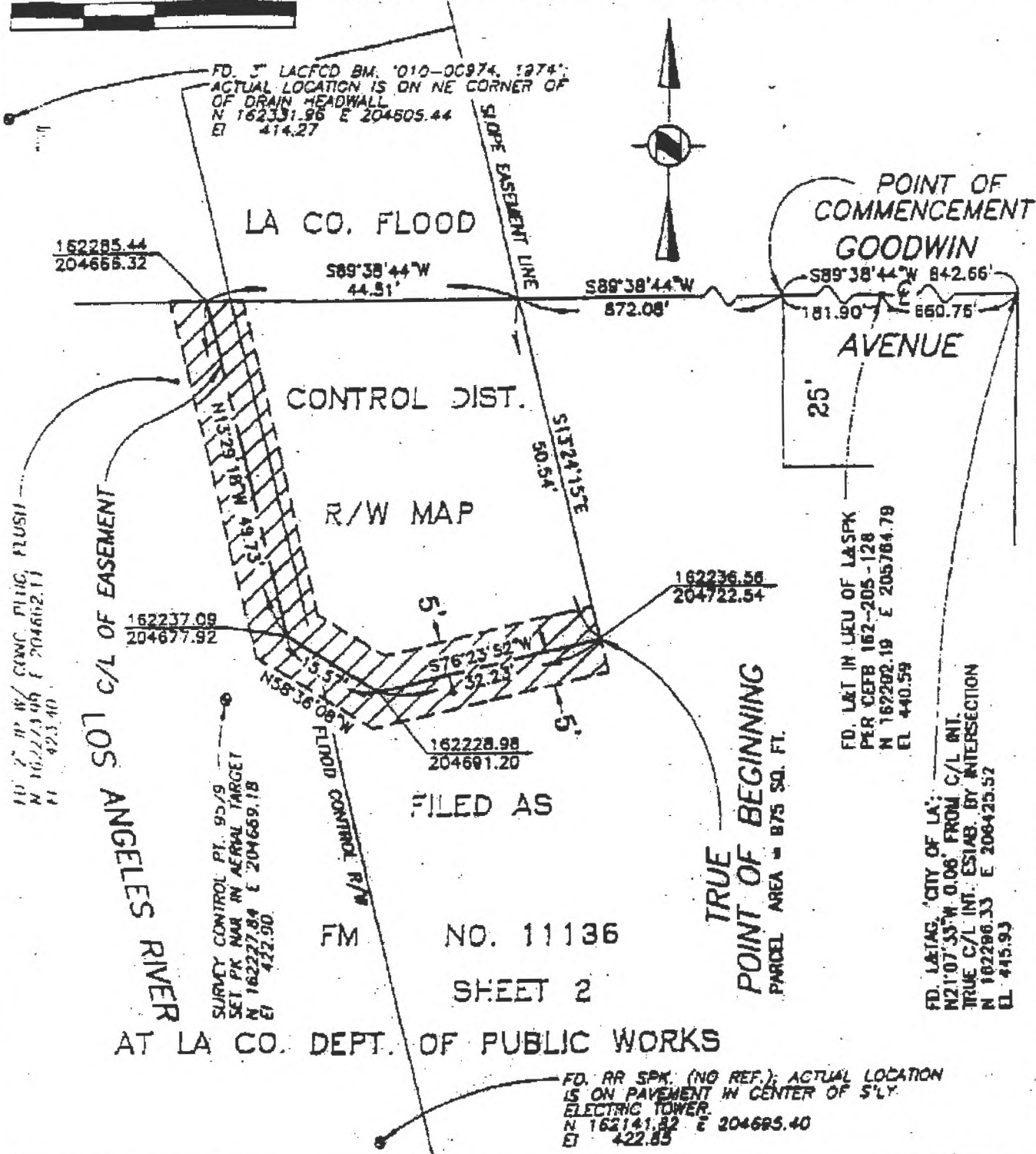
0' 10' 20' 40'



ATTACHMENT 'A'

SHT. 1 OF 2 SHTS

BURDENED PROPERTY: APN 5593-030-903



DATE: MAY 10, 1998
 THOM. GDE: 564 C-6
 FILE: G-8-N2.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

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.=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)664-2513

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 $88^{\circ} 55' 00''$ 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. 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 $13^{\circ} 24' 15''$ 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.

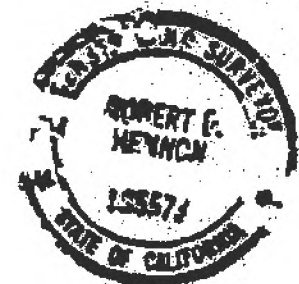
CONTAINING AN AREA OF 48 SQUARE FEET, MORE OR LESS.

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

HENNON AND ASSOCIATES



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

SHT. 1 OF 2 SHTS



SURVEY CONTROL PT. 9379
 SET BY N.M. IN AERIAL TARGET
 N 162227.84 E 204669.18
 E 422.90

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

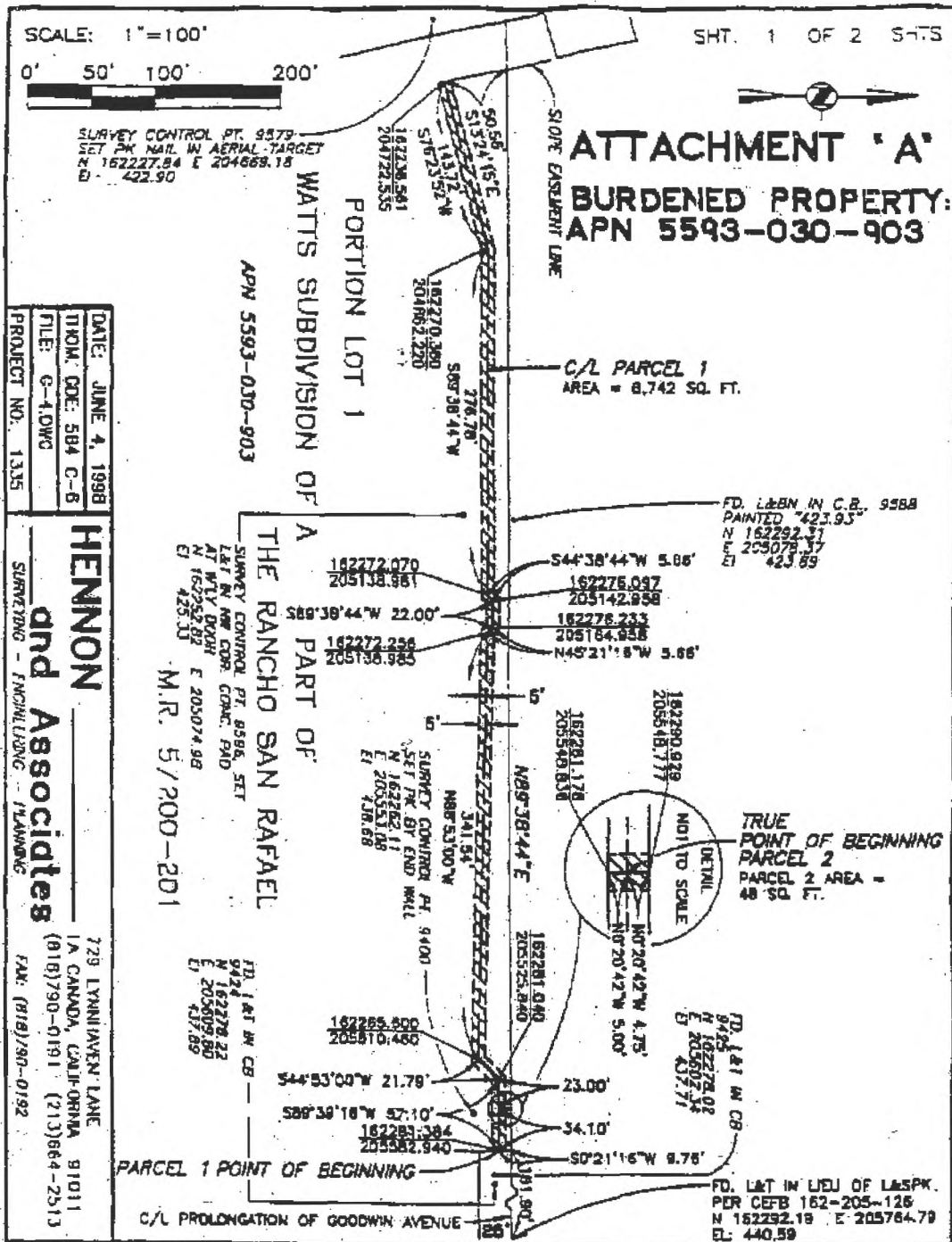
DATE: JUNE 4, 1998
 TITROM. CODE: SB4 C-8
 FILE: G-1.DWG
 PROJECT NO. 1335

HENNON
and Associates
 SURVEYING - ENGINEERING - PLANNING
 729 LYNNHAVEN LANE
 LA CANADA, CALIFORNIA 91011
 (918)790-0191 (213)664-2513
 FAX: (918)790-0192

WATTS SUBDIVISION OF
 PORTION LOT 1
 APN 5593-030-903

PART OF
 THE RANCHO SAN RAFAEL
 M.R. 5/200-201

C/L PROLONGATION OF GOODWIN AVENUE



ATTACHMENT "A"

BASIS OF BEARINGS AND BASIS OF COORDINATES FOR ATTACHED SKETCH.

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

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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.

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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
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(818)790-0191 (213)664-2513

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. 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.

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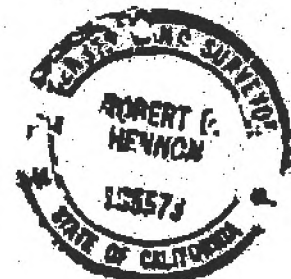
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ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-97)

HENNON AND ASSOCIATES



SCALE: 1"=100'

0' 50' 100' 200'

SHT. 1 OF 2 SHTS

SURVEY CONTROL PT. 9572
SET 1/4" NAIL IN AERIAL TARGET
N 162227.84 E 204669.18
E L 422.90

ATTACHMENT 'A'

BURDENED PROPERTY:

APN 5593-030-903

WATTS SUBDIVISION OF
PORTION LOT 1

APN 5593-030-903

C/L PARCEL 1
AREA = 8,742 SQ. FT.

DATE: JUNE 4, 1998
THOM. CDE: SB4 C-B
FILE: G-4/DWG
PROJECT NO.: 1335

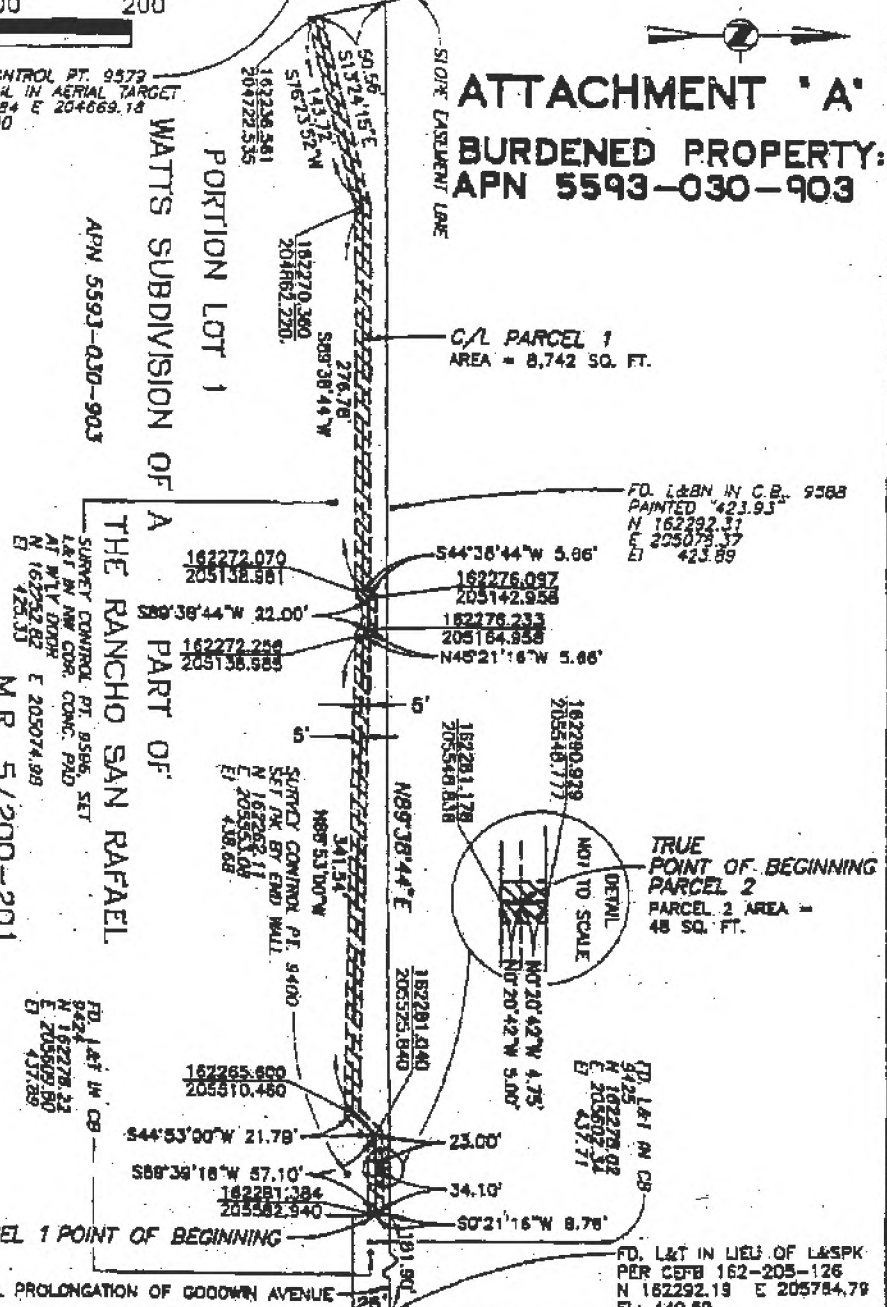
HENNON
and **Associates**
SURVEYING - ENGINEERING - PLANNING

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

THE RANCHO SAN RAFAEL
PART OF
M.R. 5/200-201

PARCEL 1 POINT OF BEGINNING

C/L PROLONGATION OF GOODOWN AVENUE



FD. L&BN IN C.B. 9588
PAINTED '421.93'
N 162292.37
E 205078.37
E L 423.89

54°36'44"W 5.86'
162276.097
205142.958
162278.233
205164.858
74°31'18"W 5.86'

162280.979
205548.777
162281.178
205548.838
162281.840
205525.840

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

DETAIL
NOT TO SCALE
N 0°20'42"W 4.75'
N 0°20'42"W 5.00'

FD. L&I IN CB
54°23'27.82
N 162278.02
E 205078.27
E L 421.71

FD. L&I IN LIEU OF L&SPK
PER CFB 162-203-126
N 162292.19 E 205784.78
E L 440.59

162272.070
205138.958
162272.233
205142.958
162272.233
205142.958
SURVEY CONTROL PT. 9586, SET
L&I IN L&W COR. CONC. PALO
AT W 1/4 COR.
N 162292.82 E 205074.99
E L 423.33

SURVEY CONTROL PT. 9400
SET 1/4" BR BY END WALL
N 162282.41
E 205553.08
E L 438.08

FD. L&I IN CB
54°24'
N 162278.23
E 205078.90
E L 437.89

54°53'00"W 21.78'
58°38'18"W 57.10'
162281.384
205582.940

162281.384
205582.940

162281.384
205582.940

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 FEE 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 NONTANGENT 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 4.31 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 $67^{\circ}29'20''$ 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, 5.00 FEET TO SAID DESIGNATED POINT 'A'.

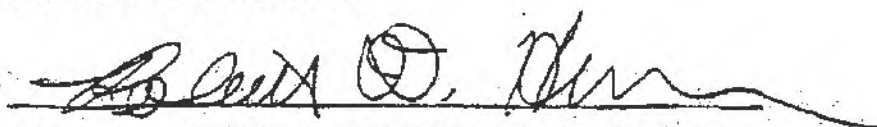
THE HEREIN DESCRIBED PARCEL 2 EASEMENT CONTAINS 614 SQUARE FEET, MORE OR LESS.

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

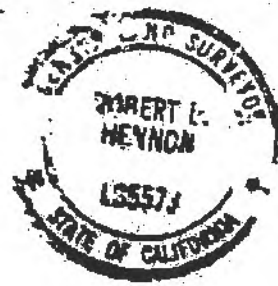


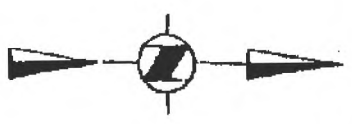
ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-01)

HENNON AND ASSOCIATES

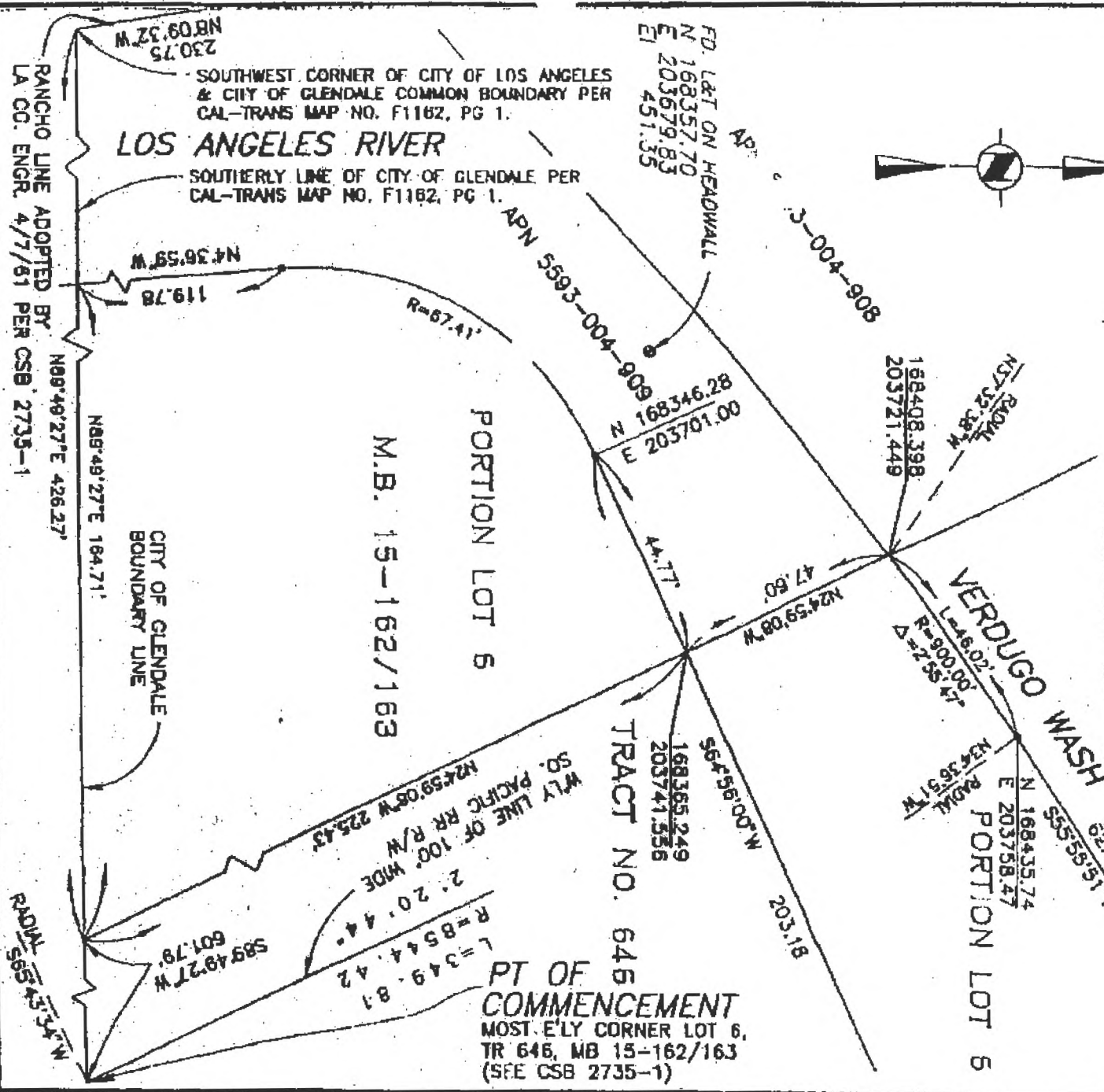
FILE: CDM5.LGL

DATE: JUNE 8, 1998





ATTACHMENT 'A' SHT. 1 OF 6 S-115
BURDENED PROPERTY:
 APN ~~555-002-915~~
 559 PORTION LOT 6



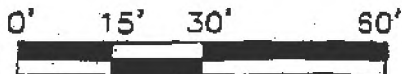
DATE: JUNE 4, 1998
 THOM. GDE: 564 B-4
 FILE: G-26-N3.DWG
 PROJECT NO: 1335

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 FAX: (818)790-0192

PT OF COMMENCEMENT
 MOST E'LY CORNER LOT 6,
 TR 645, MB 15-162/163
 (SEE CSB 2735-1)

SCALE: 1"=30'



SHT. 2 OF 6 SHTS

ATTACHMENT 'A' BURDENED PROPERTY:

APN ~~5547~~ 5593-002-915

PORTION LOT 6

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

APN 5593-003-907

168523.68'
203667.73'

N64°55'35"E
320.13'

529.35'

N81°20'28"E
ROW

W'LY LINE OF 100' WIDE
SO. PACIFIC RR R/W
R = 8544.42

127.17'
N24°59'08"W

PORTION LOT 6



VERDUGO WASH

230.75'
N8°09'32"W

62.38
S55°55'51"W
N 168435.74
E 203758.47

RADIAL
N57°32'35"W

168408.388
203721.449

L=46.02'
R=909.08'
Δ=2°55'47"

RADIAL
N32°55'17"W

APN 5593-004-908

PORTION LOT 6

LOS ANGELES RIVER
RANCHO LINE ADOPTED BY
LA CO. ENGR. 4/7/61 PER CSB 2735-1

FD. L&T ON HEADWALL
N 168357.70
E 203679.83
E1 451.35

N24°59'08"W
44.77'

S64°56'00"W
188365.249
203741.558

APN 5593-004-909
N 168348.28
E 203701.00

TRACT NO. 646

M.B. 15-162/163

DATE: JUNE 4, 1998

THOM. GDE: 564 B-4

FILE: G-26-N3.DWG

PROJECT NO: 1335

HENNON

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ATTACHMENT 'A'

BURDENED PROPERTY:

APN 5593-002-915

5593

POR. LOT 6

TRACT NO. 646

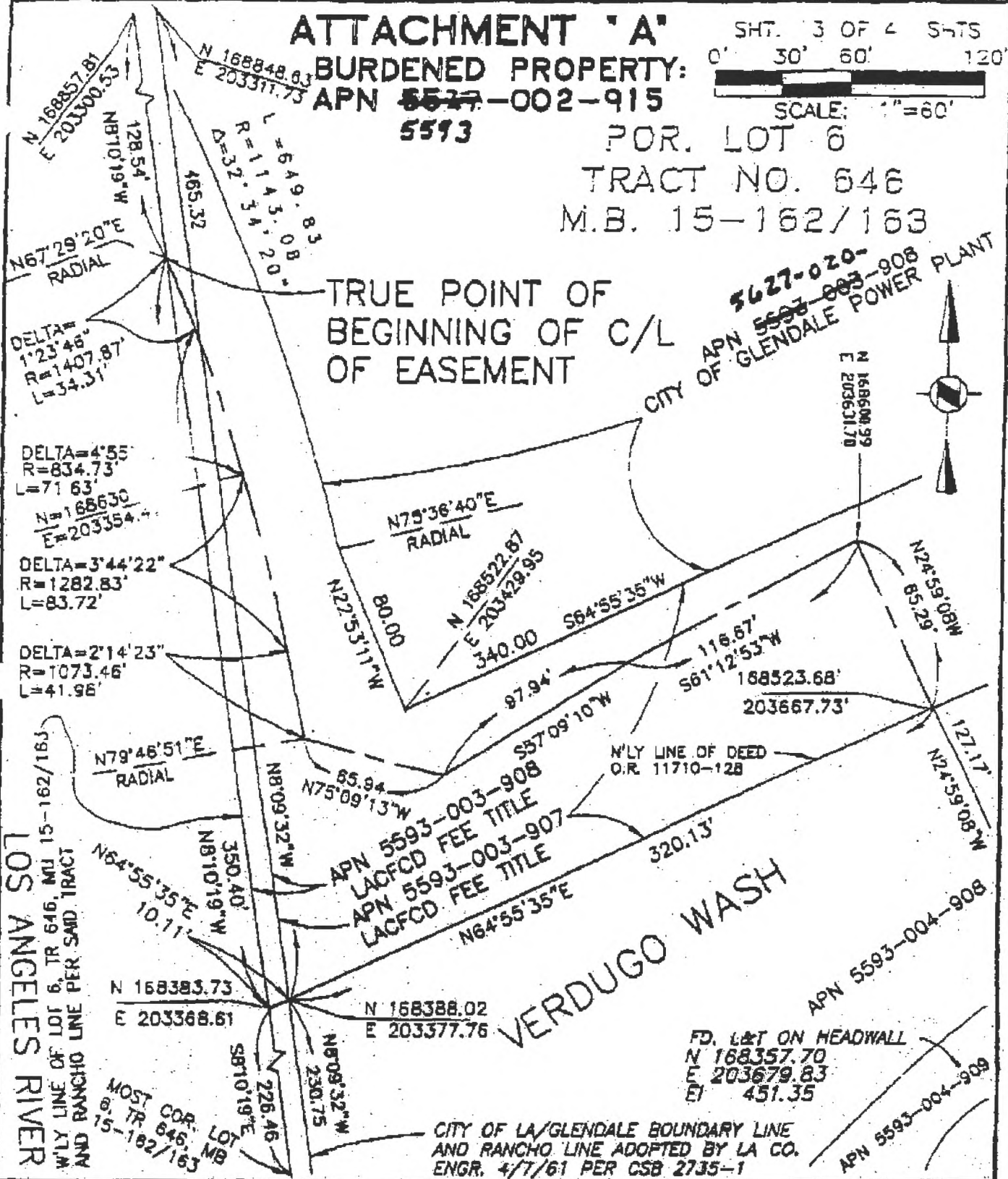
M.B. 15-162/163

SHT. 3 OF 4 SHTS

0' 30' 60' 120'



SCALE: 1"=60'



DATE: JUNE 4, 1998
 THOM. GDE: S64.8-3
 LE: G-31-4.DWG
 PROJECT NO: 1335

HENNON
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729 LYNNHAVEN LANE
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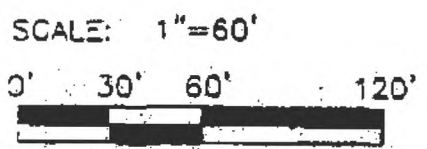
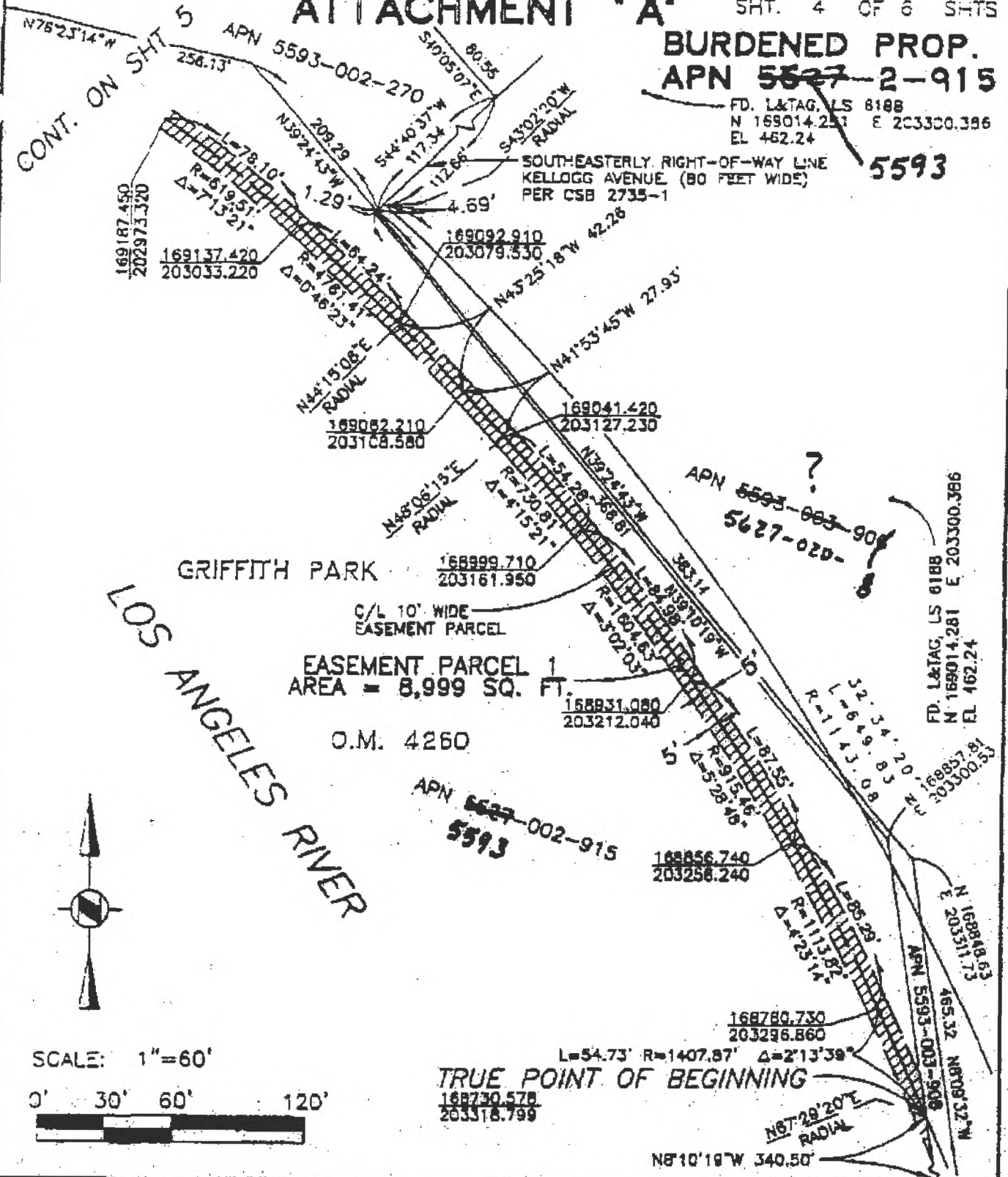
ATTACHMENT 'A'

SHT. 4 OF 6 SHTS

BURDENED PROP. APN 5593-002-915

FD. L&TAG, LS 8188
N 169014.253 E 203300.396
EL 462.24

5593



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

HENNON and Associates

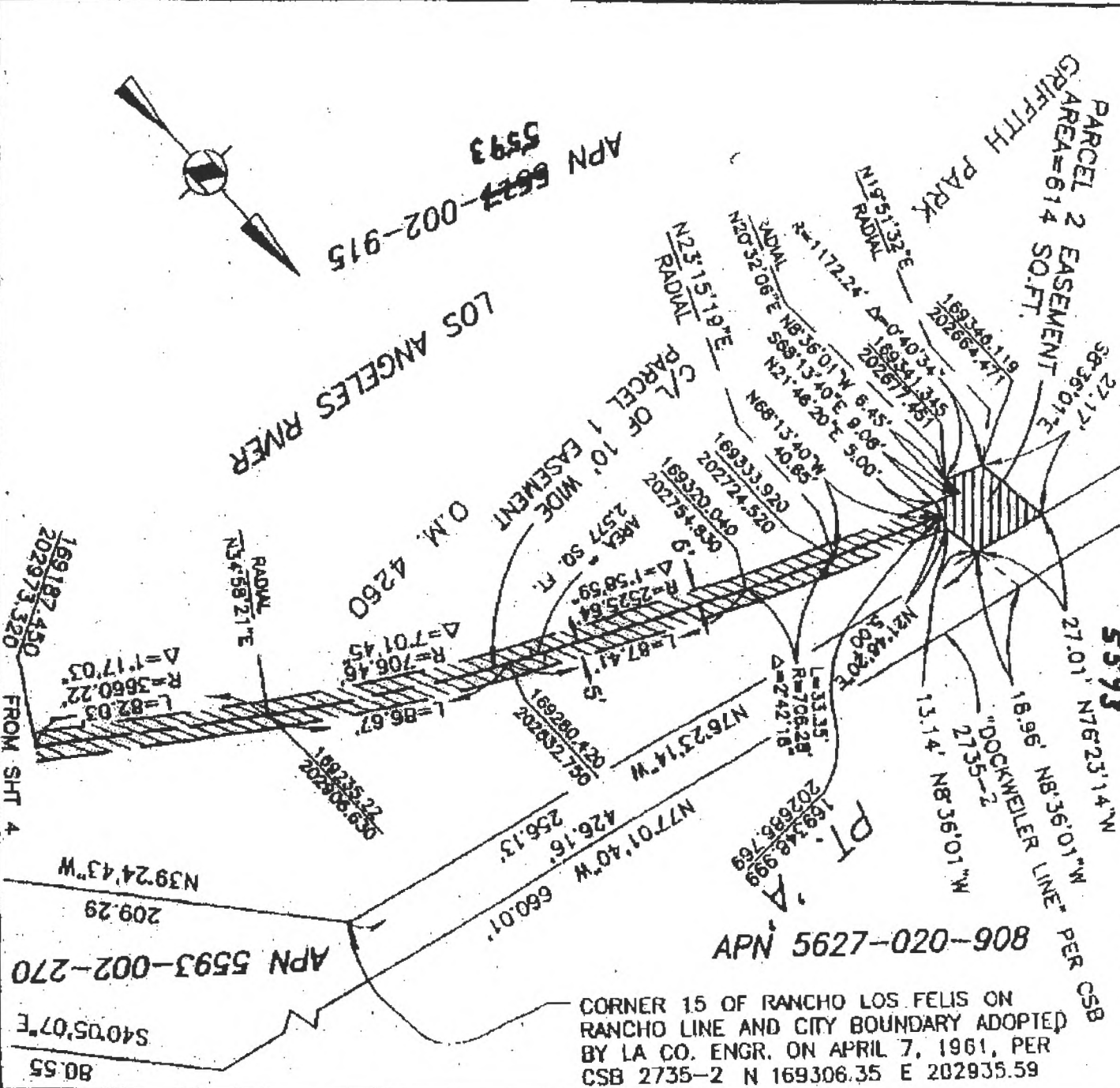
SURVEYING - ENGINEERING - PLANNING

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(818)790-0191 (213)664-2513
FAX: (818)790-0192

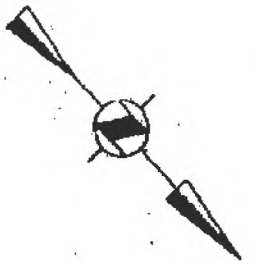
SCALE: 1"=50'
 0' 25' 50' 100'

ATTACHMENT 'A' SHT. 5 OF 6 SHTS

BURDENED PROPERTY:
APN 5627-002-915
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, 1998
 HOM. GDE: 564 B-3
 CE: C-26-N2/DWG
 PROJECT NO. 1335

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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.=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: JUNE 5, 1998

THOMAS GUIDE:

FILE: PAGE2.DWG

PROJECT NO: 335

HENNON**and Associates**

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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:

BEGINNING 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 GRIFFITH 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.

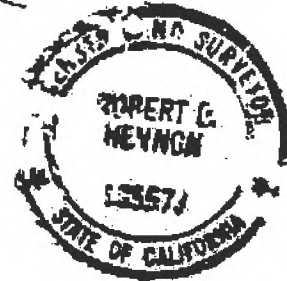
THIS LEGAL DESCRIPTION IS NOT TO BE USED FOR THE FEE TITLE TRANSFER OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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.

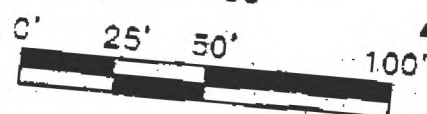


ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-01)
HENNON AND ASSOCIATES

FILE: CDM&LGL DATE: JUNE 4, 1998



SCALE: 1"=50'



ATTACHMENT 'A'

BURDENED PROPERTY

APN 5593-002-270

SHT. 1 OF 2 SHTS



"DOCKWEILER LINE" PER CSB 2735-2 & SHOWN AS CITY OF LA BOUNDARY PER FM 11136-4
N 169429.79
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
APN 516-002-695 N/A

GRIFFITH PARK
O.M. 4260

LOS ANGELES RIVER

AREA = 467 SQ. FT.

N8°36'01"W 13.88'

N7°23'14"W 27.01'

18.96'
S8°36'01"E

658.18'

258.13'

426.16'

N77°01'40"W

169385.360
202683.821

N77°01'40"W 25.94'

169391.112
202658.933

N7°48'07"E 4.48'

169386.695
202658.334

680.01'

208.31'

241.35'

N7°23'14"W

133.67
N7°23'14"W

57°48'15"W
31.17'

N 169437.87
E 202455.94

TRUE POINT OF BEGINNING

"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).

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

PORTION OF MARIA SEPULVEDA DE VILVA 212 3/100 ACRES
APN 5593-002-270

CORNER # 15 RO. LOS FELIS,
CORNER # 83 RO. SAN RAFAEL

N 169289.72
E 203098.11

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

KELLOGG AVENUE (VACATED)

DATE: JUNE 5, 1998
THOM. GDE: 564 B-3
FILE: G-27-N.DWG
PROJECT NO: 1335

HENNON and Associates

SURVEYING - ENGINEERING - PLANNING

729 LYNNHAVEN LANE
LA CANADA, CALIFORNIA 91011
(818)790-0191 (213)864-2513
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=463.90' (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 039-05185" 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)664-2513

FAX: (818)790-0192

Exhibit "C"

Memorandum of Lease

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

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

Form Gen 135 CL 10 10 91

SHRINK OR DUPLICATE

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

PRODUCER

Telephone

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

4. NAMED INSURED

6. Deductible Self-Insured Retention (check which) of \$ _____
with a stop loss cap of \$ _____ applies to _____
coverage. Per Occurrence Per Claim. (which)

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

8. 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.)

9. COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

- PREMISES/OPERATIONS
- UNDERGROUND & COLLAPSE HAZARD
- PRODUCTS/COMPLETED OPERATIONS
- CONTRACTUAL
- 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 receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4108. 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

18. 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. STARBIRD, 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)~~