

RECORDING REQUESTED BY:
COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601

Exhibit F

AND WHEN RECORDED MAIL TO ABOVE ADDRESS
ATTN: MARGARITA E. CABRERA
FACILITIES PLANNING DEPARTMENT

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs 7412-010-903, 7412-011-900, 7412-014-900

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("**Agreement**") is dated _____, 2018 ("**Effective Date**"), and is between the **CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners ("**Grantor**"), and **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* ("**District**"). Grantor and District are each a "**Party**" and together are the "**Parties**."

Grantor is the owner of approximately 215 acres of real property located in the City of Los Angeles, County of Los Angeles, State of California, commonly known as the Ken Malloy Harbor Regional Park, 25820 Vermont Avenue, Harbor City, California 90710 and described in Exhibit 1 attached hereto ("**Property**").

District is constructing a new 18-foot diameter subsurface relief tunnel and appurtenant structures (the "**Tunnel**") which will extend from the City of Carson, California, to an existing ocean outfall system in San Pedro, California. A portion of the Tunnel will cross the Property. The Tunnel will be constructed by a tunnel boring machine ("**TBM**").

Grantor hereby grants to District a temporary construction easement ("**TCE**") for construction of two "safe havens" for the TBM, as well as for monitoring activities during construction of the Tunnel. A safe haven is a subsurface area of grout that creates a safe location for personnel to inspect and maintain the TBM during the Tunnel construction. The grout is injected at fixed intervals from the surface using a drill rig, and will be left in place upon conclusion of construction. The TCE includes the right of ingress and egress on, over, and across the Property, together with the full right and authority of District, its officers, agents, and employees, and by persons under contract to construct the Tunnel, to enter upon the Property with machinery, trucks, materials, tools and other equipment that may be useful or required to construct the safe haven locations and monitor the Property before, during, and after the construction of the Tunnel. The TCE includes the right to temporarily attach monitoring devices to buildings, poles, and other structures, install temporary surface monitoring devices, as well as drill or bore into the Property to inject grout for the safe haven locations.

The grant of easement and access contained in this TCE shall be subject to the following conditions:

- a. For purposes of this TCE, the “**Commencement Date**” of the TCE means the first business day that is ten (10) days after District has provided written notice to Grantor of its intent to commence activities permitted under this TCE (the “**Commencement Notice**”). The “**Initial Easement Term**” will begin on the Commencement Date and continue for six (6) months for TBM maintenance activities and eighteen (18) months for monitoring activities. The Initial Easement Term may be extended on a month-to-month basis upon ten (10) days’ written notice to Grantor together with additional fees as described below (the “**Extended Easement Term**”).
- b. Together with the Commencement Notice, District shall pay Grantor Two Thousand Dollars (\$2,000.00) (“**Safe Haven TCE Fee**”) in consideration for the right to construct two subsurface safe havens for TBM maintenance, including the right to surface access, as depicted in Exhibit A attached hereto, during the Initial Easement Term as authorized by the TCE. The TCE area for Safe Haven 1 measures approximately 28,500 ft² and is depicted in Exhibit B attached hereto. The TCE area for Safe Haven 2 measures approximately 28,300 ft² and is depicted in Exhibit C attached hereto. If District’s TBM maintenance activities exceed six (6) months, District shall pay an additional Safe Haven TCE Fee of Four Hundred Dollars (\$400.00) per month on the first (1st) day of each month during the Extended Easement Term in advance, without offset, recoupment, deduction or prior demand.
- c. Together with the Commencement Notice, District shall pay Grantor One Thousand Dollars (\$1,000.00) (“**Monitoring TCE Fee**”) in consideration for District’s right to access the Property during the Initial Easement Term as authorized by the TCE for monitoring purposes. If District’s monitoring activities exceed eighteen (18) months, District shall pay an additional Monitoring TCE Fee of Two Hundred Dollars (\$200.00) per month on the first (1st) day of each month during the Extended Easement Term in advance, without offset, recoupment, deduction or prior demand.
- d. District shall indemnify, defend and hold harmless Grantor, its agents, employees, successors, and assigns from any and all liability, claim, loss, cost, lien or damage (including reasonable attorneys fees and court costs) proximately caused by District, its officers, agents, or employees and arising out of District's activities under this Agreement.
- e. District shall restore or repair any and all damage to the Property that results from District’s activities under this Agreement.

- f. Any notice related to this Agreement must be in writing and delivered personally or by U.S. Mail or nationally-recognized overnight service to the addresses below, which addresses may be changed at any time upon written notice:

County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Stan Pegadiotes, Supervisor, Property Management Group

City of Los Angeles
Department of Recreation & Parks
221 N. Figueroa Street, Suite 100
Los Angeles, CA 90012
Attn: Cid Macaraeg, Director, Real Estate & Asset Management

- g. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be deemed to have been waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.
- h. This Agreement will be governed by and construed in accordance with and interpreted under the laws of the State of California, without regard to its principles of conflicts of law.
- i. This Agreement may be executed in any number or original counterparts. Any such counterpart, when executed, will constitute an original of this Agreement, and all counterparts together will constitute one and the same agreement.

[Signature page follows]

The Parties are signing this Agreement as of the Effective Date.

CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Parks Commissioners

By: _____
Sylvia Patsouras, President

Date: _____

By: _____
Iris Davis, Secretary

Date: _____

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

By: _____
Deputy City Attorney

Date: _____

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

Date: _____

[Signatures must be Notarized]

ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT 1

Legal Description of Property

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOT 7 OF PECK'S SUBDIVISION OF LOT "J" AND A PORTION OF LOT "H" OF THE PARTITION OF THE RANCHO LOS PALOS VERDES, CASE NO. 2373 DISTRICT COURT, AS PER MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, OCTOBER 30, 1897.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, AS SET FORTH AND DESCRIBED AS PARCEL 1 IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 9, 1955, IN BOOK 49483, PAGE 298, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 18, 1994, AS INSTRUMENT NO. 94-1888126, OF OFFICIAL RECORDS.

PARCEL 2:

THOSE PORTIONS OF LOTS 5 AND 6 OF PECK'S SUBDIVISION OF LOT "J" AND PORTION OF LOT "H" OF THE PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP NO. 141 FILED IN THE COUNTY RECORDER'S OFFICE OCTOBER 30, 1897, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTH 528 FEET; THENCE NORTH 23° 38' EAST 473.22 FEET; THENCE NORTH 528 FEET; THENCE NORTH 89° 24' EAST 745.80 FEET; THENCE SOUTH 528 FEET; THENCE SOUTH 23° 38' WEST 473.22 FEET; THENCE SOUTH 528 FEET; THENCE SOUTH 15° EAST 261.82 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF LOT 6; THENCE ALONG SAID SOUTHERLY LINE SOUTH 82° 30' WEST 37.60 FEET, MORE OR LESS, TO AN ANGLE IN SAID LOT LINE; THENCE SOUTH 60° WEST 145.20 FEET; THENCE NORTH 66° 10' WEST 347.16 FEET; THENCE NORTH 87° 5' WEST 149.16 FEET; THENCE SOUTH 70° 30' WEST 116.16 FEET; THENCE NORTH 15° WEST 250.80 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND LYING NORTH OF THE SOUTHERLY LINE OF PACIFIC COAST HIGHWAY FORMERLY 257TH STREET, 100 FEET WIDE AS DESCRIBED IN FINAL DECREE OF CONDEMNATION ENTERED IN SUPERIOR COURT LOS ANGELES COUNTY, CASE NO. 375750.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER AND RECOVERABLE FROM SAID HEREINBEFORE DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR AND PRODUCE SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BY DIRECTIONAL DRILLING, ONLY FROM THOSE TWO SURFACE LOCATIONS REFERRED TO AS "LOCATION A" AND "LOCATION B", OR BY DIRECTIONAL DRILLING OR OTHER SUBSURFACE OPERATIONS CONDUCTED FROM SURFACE LOCATIONS ON LAND OTHER THAN THE LAND FIRST HEREINABOVE DESCRIBED; IT BEING UNDERSTOOD THAT SUCH EXCEPTION AND RESERVATION SHALL NOT OPERATE TO CREATE ANY RIGHT TO CONDUCT DRILLING OPERATIONS FROM ANY PORTION OF THE SURFACE OF SAID ABOVE DESCRIBED LANDS OTHER THAN THE PORTION DESCRIBED AS LOCATION A AND LOCATION B, AS RESERVED IN THE DEED FROM THE EIMCO CORPORATION, A UTAH CORPORATION AND BROWNBEVIS COMPANY, A CORPORATION, RECORDED MARCH 20, 1950 AS INSTRUMENT NO. 1996 IN BOOK 50637 PAGE 195, OFFICIAL RECORDS.

PARCEL 3:

LOT 9, LOT A, AND THAT PORTION OF LOT 11, LYING EASTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 11, DISTANT WEST 707.26 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 22° 04' WEST 1054.45 FEET; THENCE

NORTH 17° 16' EAST 1050.22 FEET TO A POINT ON THE NORTH LINE OF SAID LOT, DISTANT NORTH 89° 55' 20" WEST THEREON 707.26 FEET FROM THE NORTHEAST CORNER OF SAID LOT, ALL IN PECK'S SUBDIVISION OF LOT J AND A PORTION OF LOT H OF THE PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP NO. 141 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON OCTOBER 30, 1897.

EXCEPT THAT PORTION OF SAID LOT 11 INCLUDED WITHIN THE LINES OF VERMONT AVENUE, 80 FEET WIDE.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER AND RECOVERABLE FROM SAID HEREINBEFORE DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR AND PRODUCE SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BY DIRECTIONAL DRILLING, ONLY FROM THOSE TWO SURFACE LOCATIONS REFERRED TO AS "LOCATION A" AND "LOCATION B", OR BY DIRECTIONAL DRILLING OR OTHER SUBSTANCES OPERATIONS CONDUCTED FROM SURFACE LOCATIONS ON LANDS OTHER THAN THE LANDS FIRST HEREINABOVE DESCRIBED; IT BEING UNDERSTOOD THAT SUCH EXCEPTION AND RESERVATION SHALL NOT OPERATE TO CREATE ANY RIGHT TO CONDUCT DRILLING OPERATIONS FROM ANY PORTION OF THE SURFACE OF SAID ABOVE DESCRIBED LANDS OTHER THAN THE PORTION DESCRIBED AS LOCATION A AND LOCATION B, AS RESERVED IN THE DEED FROM THE EIMCO CORPORATION, A UTAH CORPORATION AND BROWNBEVIS COMPANY, A CORPORATION, RECORDED MARCH 20, 1956 AS INSTRUMENT NO. 1996 IN BOOK 50637 PAGE 195, OFFICIAL RECORDS.

PARCEL 4:

THAT PORTION OF LOT 10 OF PECK'S SUBDIVISION OF LOT J AND A PORTION OF LOT H OF THE PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN THE COUNTY RECORDER'S OFFICE ON OCTOBER 30, 1897, CONTAINED WITHIN THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT IN THE CENTER LINE OF THE ROAD ADJOINING SAID LOT 10 ON THE SOUTH, DISTANT 1678 FEET EAST OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF THE ROAD ADJOINING SAID LOT ON THE WEST; THENCE NORTH 23° 30' EAST 801.7 FEET; THENCE WEST 125 FEET; THENCE NORTH 440.24 FEET TO A POINT IN THE CENTER LINE OF THE ROAD ADJOINING SAID LOT ON THE NORTH; THENCE EAST ALONG SAID CENTER LINE 1685.06 FEET TO A POINT WHICH WOULD BE INTERSECTED BY THE EAST LINE OF SAID LOT EXTENDED NORTH; THENCE SOUTH ALONG SAID LINE AND ITS EXTENSION 363 FEET; THENCE SOUTH 72° 39' WEST 558.08 FEET; THENCE SOUTH 56° 24' WEST 1165.56 FEET TO THE CENTER LINE OF THE ROAD ADJOINING SAID LOT ON THE SOUTH; THENCE WEST ALONG THE CENTER LINE OF SAID ROAD 381.20 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF VERMONT AVENUE, DESCRIBED IN DEED TO CHRIS N. RADLICK, ET AL, RECORDED JANUARY 8, 1945 IN BOOK 21533 PAGE 390, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER AND RECOVERABLE FROM SAID HEREINBEFORE DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR AND PRODUCE SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BY DIRECTIONAL DRILLING, ONLY FROM THOSE TWO SURFACE LOCATIONS REFERRED TO AS "LOCATION A" AND "LOCATION B", OR BY DIRECTIONAL DRILLING OR OTHER SUBSURFACE OPERATIONS CONDUCTED FROM SURFACE LOCATIONS ON LANDS OTHER THAN THE LANDS FIRST HEREINABOVE DESCRIBED; IT BEING UNDERSTOOD THAT SUCH EXCEPTION AND RESERVATION SHALL NOT OPERATE TO CREATE ANY RIGHT TO CONDUCT DRILLING OPERATIONS FROM ANY PORTION OF THE SURFACE OF SAID ABOVE DESCRIBED LANDS OTHER THAN THE PORTION DESCRIBED AS LOCATION A AND LOCATION B, AS RESERVED IN THE DEED FROM THE EIMCO CORPORATION, A UTAH CORPORATION AND BROWNBEVIS COMPANY, A CORPORATION, RESERVED MARCH 20, 1956 IN BOOK 50637 PAGE 195, OFFICIAL RECORDS.

PARCEL 5:

THAT PORTION OF LOT 10 OF PECK'S SUBDIVISION OF LOT "J" AND A PORTION OF LOT "H" OF THE PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORDER'S FILED MAP NO. 141, RECORDS OF SAID COUNTY, BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF VERMONT AVENUE, AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED IN BOOK 11414, PAGE 77, OFFICIAL RECORDS OF SAID COUNTY; ON THE SOUTH BY THE NORTHERLY LINE OF THE 40 FOOT ROAD, (NOW KNOWN AS 259TH STREET), ADJOINING SAID LOT 10 ON THE SOUTH; AND ON THE SOUTHEAST BY THE NORTHWESTERLY LINE OF THE LAND CONVEYED TO THE OAKLEY COMPANY, BY DEED RECORDED IN BOOK 7191 PAGE 297 OF DEEDS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL THAT PORTION OF THE HEREINBEFORE DESCRIBED LAND LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN AT RIGHT ANGLES WITH THE SOUTHEASTERLY LINE OF SAID VERMONT AVENUE, AND PASSING THROUGH A POINT IN SAID SOUTHEASTERLY LINE DISTANT NORTHEASTERLY THEREON 150 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTHERLY LINE OF SAID 259TH STREET.

TITLE ACQUIRED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 17, 1957 AS INSTRUMENT NO. 4253 IN BOOK 54804 PAGE 132, OFFICIAL RECORDS.

PARCEL 6:

THAT PORTION OF LOT 11, OF PECK'S SUBDIVISION OF LOT "J" AND A PORTION OF LOT "H" OF THE PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORDER'S FILED MAP NO. 141, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH PIPE ON THE SOUTHERLY LINE OF SAID LOT 11, DISTANT WEST THEREON 707.26 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 22° 04' WEST 1054.45 FEET TO A 2 INCH PIPE; THENCE ALONG A LINE, WHICH IF PROLONGED WOULD INTERSECT THE NORTHERLY LINE OF SAID LOT 11 AT A POINT DISTANT NORTH 89° 55' 20" WEST THEREON 707.26 FEET FROM THE NORTHEASTERLY CORNER THEREOF, NORTH 17° 16' EAST TO A POINT ON THE SOUTHEASTERLY LINE OF VERMONT AVENUE, AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED IN BOOK 11674 PAGE 331 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID VERMONT AVENUE, AS DESCRIBED IN SAID DEED TO AN IRON PIPE ON THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY, AS DESCRIBED IN DEED RECORDED IN BOOK 1835 PAGE 292 OF DEEDS; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE NORTHERLY LINE OF THE LAND CONVEYED TO J. C. AGAJANIAN, ET AL., BY DEED RECORDED ON MARCH 3, 1950 IN BOOK 32457 PAGE 96 OF OFFICIAL RECORDS.

TITLE ACQUIRED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 17, 1957 AS INSTRUMENT NO. 4253 IN BOOK 54804 PAGE 132, OFFICIAL RECORDS.

PARCEL 7:

THAT PORTION OF LOT 11 OF PECK'S SUBDIVISION OF LOT "J" AND A PORTION OF LOT "H" OF PALOS VERDES RANCHO, AS SHOWN ON RECORDER'S FILED MAP NO. 141, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH PIPE ON THE SOUTHERLY LINE OF SAID LOT 11, DISTANT WEST THEREON 707.26 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTH 22° 04' WEST TO A POINT DISTANT NORTHERLY 100 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT TO A

POINT IN THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY, AS DESCRIBED IN DEED RECORDED IN BOOK 1835 PAGE 292 OF DEEDS; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY LINE OF SAID LOT 11; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

PARCEL 8:

THAT PORTION OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BIXBY BY DECREE OF PARTITION IN ACTION "BIXBY, ET AL. VS. BENT, ET AL.", CASE NO 2373 IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, AND ENTERED IN BOOK 4, PAGE 57 OF JUDGMENTS, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF ANAHEIM STREET AS DESCRIBED IN DEED TO THE CITY OF LOS ANGELES, RECORDED IN BOOK 6653 PAGE 198 OF DEEDS, DISTANT THEREON N 55° 46' 55" W 274.30 FEET FROM THE NORTHWESTERLY TERMINUS OF A CURVE THEREIN CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 725 FEET; THENCE N 3° 47' 40" W TO A POINT IN THE SOUTHERLY LINE OF PECK'S SUBDIVISION OF LOT "J" AND A PORTION OF LOT "H" OF RANCHO LOS PALOS VERDES AS PER RECORDER'S FILED MAP NO. 141; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE NORTHEASTERLY BOUNDARY OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN BOOK 1891 PAGE 109 OF DEEDS; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED LINE TO THE CENTER LINE OF SAID ANAHEIM STREET; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN PARCEL 20 OF DEED TO PALOS VERDES WATER COMPANY, RECORDED IN BOOK 12886 PAGE 274, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BIXBY BY DECREE OF PARTITION IN ACTION "BIXBY, ET AL., VS. BENT, ET AL.", CASE NO. 2373 IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4, PAGE 57 OF JUDGMENTS, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SAID COUNTY, SAID POINT BEING DISTANT EASTERLY 3920.77 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF THAT PORTION OF SAID LOT "H" CONVEYED BY DEED TO JAY LAWYER, RECORDED IN BOOK 5633, PAGE 108 OF DEEDS, WITH THE WESTERLY BOUNDARY OF THE CITY OF LOS ANGELES, SAID INTERSECTION BEING MARKED BY A BRASS CAPPED PIPE AND DISTANT S 89° 52' 07" E 40.00 FEET FROM THE SOUTHWEST CORNER OF LOT 9, BLOCK 119 OF TRACT NO. 2937, AS PER MAP RECORDED IN BOOK 37, PAGE 26 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTHERLY LINE A DISTANCE OF 265.17 FEET; THENCE AT RIGHT ANGLES TO SAID LAST MENTIONED LINE WESTERLY TO THE NORTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN BOOK 1891 PAGE 109 OF DEEDS, IN SAID COUNTY RECORDER'S OFFICE.

PARCEL 9:

THAT PORTION OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF SAID RANCHO, AS PARTITIONED IN CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT PORTION OF SAID LOT "H" CONVEYED BY DEED TO JAY LAWYER, RECORDED IN BOOK 5633, PAGE 108, OF DEEDS, WITH THE WESTERLY BOUNDARY OF THE CITY OF LOS ANGELES, SAID POINT BEING MARKED BY A BRASS CAPPED PIPE AND DISTANT SOUTH 89° 52' 07" EAST 40.00 FEET FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 119 OF TRACT NO. 2937, AS PER MAP RECORDED IN BOOK 37, PAGE 26 OF MAPS; THENCE SOUTH 89° 52' 07" EAST ALONG SAID NORTHERLY LINE, 3896.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 52' 07" EAST ALONG SAID NORTHERLY LINE 82.37 FEET; THENCE SOUTH 23° 43' 55" WEST 88.65 FEET; THENCE NORTH 89° 20' 39" WEST 214.61 FEET, MORE OR LESS TO THE NORTHEASTERLY RIGHT OF WAY LINE OF PACIFIC ELECTRIC RAILWAY, AS DESCRIBED IN DEED RECORDED IN BOOK 1891, Page 109, OF DEEDS; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, 91.17 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID PORTION OF LOT "H"; THENCE ALONG SAID NORTH LINE, SOUTH 89° 52' 07" EAST 212.52 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT PORTION OF SAID LOT "H" CONVEYED BY DEED TO JAY LAWYER, RECORDED IN BOOK 5633, PAGE 108, OF DEEDS, WITH THE WESTERLY BOUNDARY OF THE CITY OF LOS ANGELES, SAID POINT BEING MARKED BY A BRASS CAPPED PIPE AND DISTANT SOUTH 89° 52' 07" EAST 40.00 FEET FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 119 OF TRACT NO. 2937, AS PER MAP RECORDED IN BOOK 37, PAGE 26, OF MAPS; THENCE SOUTH 89° 52' 07" EAST ALONG SAID NORTHERLY LINE, 3920.77 FEET; THENCE AT RIGHT ANGLES TO SAID LAST MENTIONED LINE SOUTHERLY TO SAID LINE HEREINABOVE DESCRIBED AS HAVING A BEARING AND DISTANCE OF NORTH 89° 20' 39" WEST 214.61 FEET MORE OR LESS.

PARCEL 10:

THAT PORTION OF LOT 11 OF PECK'S SUBDIVISION OF LOT "J" AND PORTION OF LOT "H" OF THE PARTITION OF THE RANCHO LOS PALOS VERDES, AS SHOWN ON RECORDER'S FILED MAP NO. 141 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH PIPE ON THE SOUTHERLY LINE OF SAID LOT, DISTANT WEST THEREON 707.26 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 22° 04' WEST 107.90 FEET, MORE OR LESS, TO A POINT THAT IS DISTANT 100 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) FROM SAID SOUTHERLY LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 22° 04' WEST 657.00 FEET TO AN IRON PIPE; THENCE SOUTH 89° 16' WEST 342.00 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF VERMONT AVENUE, AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED IN BOOK 11674, PAGE 331 OF OFFICIAL RECORDS, SAID POINT BEING DESIGNATED BY A CROSS MARKED ON A CONCRETE SLAB; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF VERMONT AVENUE, 383.00 FEET, MORE OR LESS, TO AN IRON PIPE ON THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY, AS DESCRIBED IN THE DEED RECORDED IN BOOK 1835, PAGE 292 OF DEEDS; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 277.00 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING, SAID INTERSECTION BEING MARKED BY AN IRON PIPE; THENCE EASTERLY ALONG SAID PARALLEL LINE, 422.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

Assessor's Parcel Number: 7412-010-903, 7412-011-900, and 7412-014-900



Exhibit A
JWPCP Effluent Outfall Tunnel Project - Temporary Construction Easement Areas for Safe Havens (Up to 6 Months)
and Temporary Construction Easement for Monitoring (Up to 18 Months)

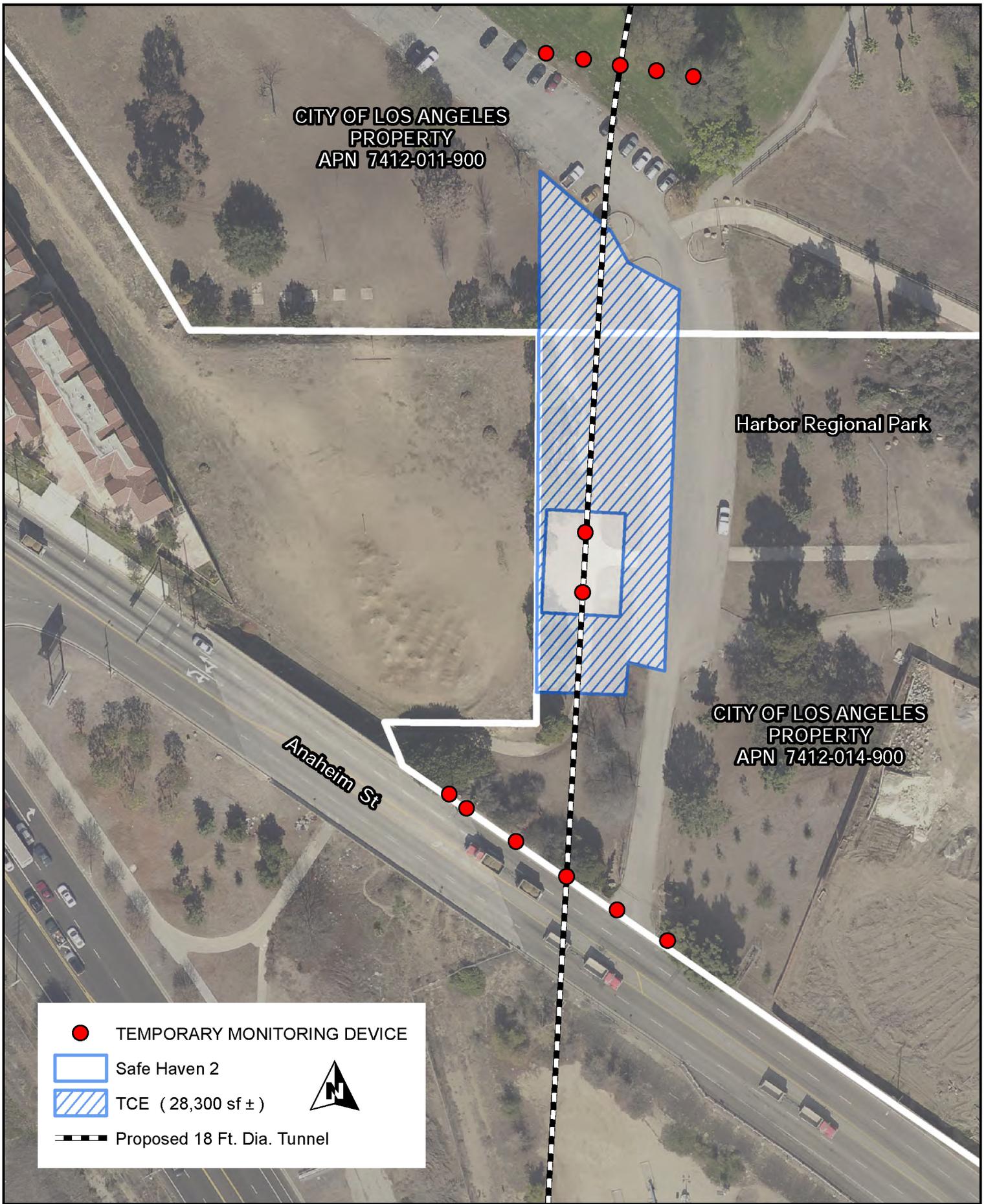
Date: 5/17/2017





Exhibit B

JWPCP Effluent Outfall Tunnel Project - Temporary Construction Easement Area for Safe Haven 1



CITY OF LOS ANGELES
PROPERTY
APN 7412-011-900

Harbor Regional Park

CITY OF LOS ANGELES
PROPERTY
APN 7412-014-900

Anaheim St

	TEMPORARY MONITORING DEVICE
	Safe Haven 2
	TCE (28,300 sf ±)
	Proposed 18 Ft. Dia. Tunnel



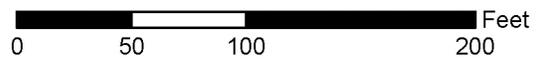


Exhibit C

JWPCP Effluent Outfall Tunnel Project - Temporary Construction Easement Area for Safe Haven 2