

J. MICHAEL CAREY
City Clerk

When making inquiries
relative to this matter
refer to File No.

CITY OF LOS ANGELES

CALIFORNIA



RICHARD J. RIORDAN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

99-0866

PLACE IN FILES

JUL 07 1999

DEPUTY

June 30, 1999

City Administrative Officer
City Attorney
Board of Recreation and Parks
Commissioners

Chief Legislative Analyst
Department of Recreation and Parks

RE: APPROVING A FIFTEEN-YEAR LEASE AGREEMENT BETWEEN THE CITY OF LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF RECREATION AND PARKS COMMISSIONERS, AND THE CITY OF GLENDALE, AUTHORIZING THE INSTALLATION OF TWO SUBSURFACE WELLS AND ASSOCIATED PIPELINE WITHIN SEVERAL SECTIONS OF THE DEPARTMENT OF RECREATION AND PARKS' CENTRAL SERVICE YARD

At the meeting of the Council held June 22, 1999, the following action was taken:

Ordinance adopted.....	X
Motion adopted to approve attached report.....	
Motion adopted to approve communication recommendation.....	X
To the Mayor FORTHWITH.....	
Ordinance Number.....	172679
Publication date.....	7/2/99
Effective date.....	8/2/99
Mayor vetoed.....	
Mayor approved.....	6/28/99
Mayor failed to act - deemed approved.....	
Findings adopted.....	

J. Michael Carey

City Clerk
aff

steno\990866



Mayor's Time Stamp

TIME LIMIT FILE
ORDINANCE

City Clerk's Time Stamp

RECEIVED

RECEIVED
CITY CLERK'S OFFICE

99 JUN 23 AM 10:05

BY CITY CLERK

DEPUTY

COUNCIL FILE NUMBER 99-0866

COUNCIL DISTRICT _____

DEPUTY MAYOR

COUNCIL APPROVAL DATE June 22, 1999

LAST DAY FOR MAYOR TO ACT

JUL 06 1999

ORDINANCE TYPE: ☐ Ord of Intent ☐ Zoning ☐ Personnel ☒ General

☐ Improvement ☐ LAMC ☐ LAAC ☐ CU or Var Appeals - CPC No _____

SUBJECT MATTER: APPROVING A FIFTEEN-YEAR LEASE AGREEMENT BETWEEN THE CITY OF LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF RECREATION AND PARKS COMMISSIONERS, AND THE CITY OF GLENDALE, AUTHORIZING THE INSTALLATION OF TWO SUBSURFACE WELLS AND ASSOCIATED PIPELINES WITHIN SEVERAL SECTIONS OF THE DEPARTMENT OF RECREATION AND PARKS' CENTRAL SERVICE YARD

RECOMMENDATIONS:

APPROVED DISAPPROVED

PLANNING COMMISSION

CITY ATTORNEY

CITY ADMINISTRATIVE OFFICER

BOARD OF RECREATION & PARKS
COMMISSIONERS

CHAIR, ARTS, HEALTH &
HUMANITIES CMTE.

OTHER: _____

BY CITY CLERK

DEPUTY

RECEIVED
CITY CLERK'S OFFICE
99 JUN 28 AM 10:49

JUN 28 1999

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO: _____

*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR: JUN 28 1999

ORDINANCE NO. 172679

DATE PUBLISHED JUL 02 1999

DATE POSTED _____

EFFECTIVE DATE AUG 02 1999

ORD OF INTENT: HEARING DATE _____

ASSESSMENT CONFIRMATION _____

ORDINANCE NO. 172679

An Ordinance of the City of Los Angeles approving a fifteen (15) year lease agreement between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners ("Lessor"), and the City of Glendale, a municipal corporation ("Lessee"), authorizing Lessee to install two (2) subsurface wells and associated pipelines within several sections of the Department of Recreation and Parks' Central Service Yard. Lessee has agreed to operate a groundwater treatment plant and related facilities at the direction of the United States Environmental Protection Agency (EPA) in connection with the Interim Remedial Action for the Glendale North and South Operable Units in the San Fernando Superfund Site. Pursuant to this Interim Remedial Action, Lessee will install (or cause to be installed) the improvements associated with this endeavor. Lessee will operate, monitor and maintain the improvements during the term of the lease and, upon termination, surrender possession of Lessor's property in good order, condition and repair to the reasonable satisfaction of the City.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to approval by the Board of Recreation and Park Commissioners of Resolution Number 9773 at the Commission meeting of November 4, 1998, the Council of the City of Los Angeles hereby approves, in accordance with Charter section 390, a lease agreement between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioner ("Lessor") and the City of Glendale, a municipal corporation ("Lessee"). The lease will facilitate the remediation of elevated concentrations of volatile organic compounds (VOCs) in the groundwater in and around the Glendale/Griffith Park area. There are two distinct plumes of contaminated groundwater which were identified by the EPA in 1989. The remediation methodology consists of groundwater extraction and treatment for the shallow aquifer system. Placement of the extraction wells and associated equipment on Lessor's property will facilitate the clean-up process, benefitting the entire region, and is in the best interests of the City of Los Angeles.

Section 2. The lease has an initial term of fifteen (15) years and provides for a renewal for one additional ten (10) year period. In consideration for use of Lessor's property, Lessee has agreed to pay the

following:

- \$22,320 - license fee;
 - \$23,872 - to compensate Lessor for a portion of the administrative costs associated with this project;
 - \$ 5,000 - severance costs;
 - *\$51,192 - (Sub Total)*
 - \$ 8,808 - prepayment of First Year's annual lease payment
- \$60,000 - Total payment from Lessee to Lessor at lease signing.

Additionally, annual rent for the initial five (5) year period will be \$8,808. At the end of the fifth and tenth years, the annual lease payment will be adjusted by a percentage representing the cumulative change in the Consumer Price Index (CPI) for the preceding period.

Section 3. The Lessee, acting through the Glendale Respondent's Group, LLC, is required to post a \$100,000 bond or letter of credit, acceptable to the City Attorney, and payable to the City, to ensure that the site is restored to its original condition or to a condition which is acceptable to the City upon conclusion of the lease period.

Section 4. Upon the effective date of this Ordinance, the President and Secretary of the Board of Recreation and Park Commissioners are authorized to execute the lease agreement approved by this Ordinance.

Section 5. The City Clerk shall certify to the passage of this Ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the City Council of the City of Los Angeles, at its meeting of JUN 22 1999.

J. MICHAEL CAREY, City Clerk

Approved: June 28, 1999
RICHARD J. RIORDAN, Mayor

Approved as to Form and Legality
JAMES K. HAHN, City Attorney

C.F. 99-0866

19

ARTS, HEALTH AND HUMANITIES COMMITTEE

~~Report~~ Communication for Signature

Council File Number

99-0866

Committee Meeting Date

5-26-99

Council Date

Committee Member	YES	NO	ABSENT
Councilmember Feuer, Chair	/		
Councilmember Holden, Vice Chair			/
Councilmember Alatorre, Member			/

Remarks

LEASE Agreement w/ City of Gloucester

Brian Walters, Legislative Assistant

Telephone 237-1616

TO CITY CLERK FOR PLACEMENT ON NEXT
PUBLISHED RECORD TO BE POSTED

#58

JUN 15 1999

COMMUNICATION

TO: LOS ANGELES CITY COUNCIL

File No.99-0866

FROM: COUNCIL MEMBER MICHAEL FEUER, Chair
ARTS, HEALTH AND HUMANITIES COMMITTEE

Public Comments Yes No
 ___ XX

COMMUNICATION FROM CHAIR, ARTS, HEALTH AND HUMANITIES COMMITTEE AND
ORDINANCE FIRST CONSIDERATION relative to lease agreement between
the City of Los Angeles and the City of Glendale for the
installation of subsurface wells and associated water pipelines
within several sections of the Department of Recreation and Parks'
Central Service Yard.

Recommendation for Council action:

PRESENT and ADOPT accompanying ORDINANCE approving a fifteen (15)
year lease agreement between the City of Los Angeles, a municipal
corporation, acting by and through its Board of Recreation and
Parks Commissioners ("Lessor"), and the City of Glendale, a
municipal corporation ("Lessee"), authorizing Lessee to install two
(2) subsurface wells and associated pipelines within several
sections of the Department of Recreation and Parks' Central Service
Yard. Lessee has agreed to operate groundwater treatment plant and
related facilities at the direction of the United States
Environmental Protection Agency (EPA) in connection with the
Interim Remedial Action for the Glendale North and South Operable
Units in the San Fernando Superfund Site. Pursuant to this Interim
Remedial Action, Lessee will install (or cause to be installed) the
improvements associated with this endeavor. Lessee will operate,
monitor and maintain the improvements during the term of the lease
and, upon termination, surrender possession of lessor's property in
good order, condition and repair to the reasonable satisfaction of
the City.

Fiscal Impact Statement: None submitted. Neither the City
Administrative Officer nor the Chief Legislative Analyst has
completed a financial analysis of this report.

Summary:

The City is proposing a fifteen year lease with the City of
Glendale for the Department of Recreation and Parks' Central
Service Yard. The City of Glendale will have installed and
thereafter maintain and operate subsurface wells and associated
water pipelines within certain areas of the property. Such use of

the property is necessary for the City of Glendale to operate a groundwater treatment plant and related facilities at the direction of the United States Environmental Protection Agency to remediate contaminated groundwater in and around the Glendale/Griffith park area.

After the initial term of fifteen years, the lease may be renewed for one additional ten (10) year term. The annual lease amount is \$8,808 which will be adjusted after the fifth and tenth years based on the Consumer Price Index. At the time of execution of the lease, Glendale will pay a total of \$60,000 which includes the first year lease amount, \$22,320 for a license fee, \$23,872 for the Department's administrative costs and \$5,000 as severance cost. At the expiration of the lease term, the lease requires Glendale to restore the property in the condition it was in prior to its use, including taking certain remediation measures with respect to the subsurface wells.

The City of Glendale as the lead agency for this project has determined that the project will not have a significant effect on the environment and has issued a mitigated negative declaration. Mitigation measures were made a condition of the approval of the project.

The Chair of the Arts, Health and Humanities Committee at its May 26, 1999 meeting, recommended approval of the lease and ordinance and now forwards the matter to the Council for its consideration.

Respectfully submitted,



Council Member Michael Feuer, Chair
Arts, Health and Humanities Committee

BEW

#990866

5/11/99

MOTION ADOPTED TO APPROVE COMMUNICATION RECOMMENDATION

ADOPTED

JUN 22 1999
Ord adopted
LOS ANGELES CITY COUNCIL

COUNCIL VOTE

22-Jun-99 10:51:23 AM, #7

ITEM(S)

Voting on Item(s): ~~22,23~~, 16, 17, 18, 19

Roll Call

ALATORRE	Yes
BERNSON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Absent
GOLDBERG	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Absent
RIDLEY-THOMAS	Yes
SVORINICH	Yes
WACHS	Yes
WALTERS	Yes
*FERRARO	Yes
	Absent

Present: 12, Yes: 12 No: 0

*Mb. adopted to approve communication rec. -
Ord. adopted*

ARTS, HEALTH AND HUMANITIES COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 99-0866

☐

Petitioner/Communicant _____

☐

Council Member(s) _____

☒

Mayor ~~(with/without file)~~

☒

City Administrative Officer

☒

Chief Legislative Analyst

☒

City Attorney

☐

Controller

☒

Department of Recreation and Parks

☐

Community Redevelopment Agency

☐

Library Department

☐

Library Commission

☐

Department of Cultural Affairs

☐

Department of Aging

☐

Community Development Department

☐

Mayor's Office On Disabled

☐

Mayor's Office of Criminal Justice Planning

☐

Department on Disability

☒

BOARD OF REC/PARK COMMISSIONERS

☐☐

gc

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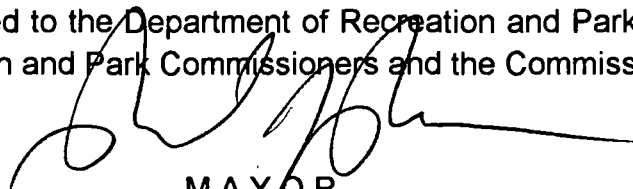


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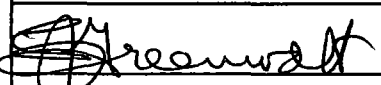
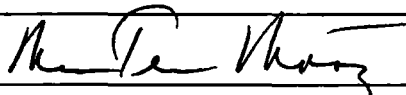
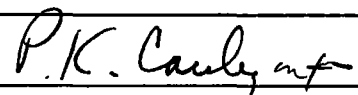
TO	DATE	COUNCIL FILE No.
The City Council	JUN 03 1999	99-0866
FROM	COUNCIL DISTRICT	
The Mayor	4	

Recommend approval of the property lease between the City of Glendale and the Department of Recreation and Parks to allow for groundwater treatment activities in the Glendale/Griffith Park area and that the lease be returned to the Department of Recreation and Parks for execution by the President, Board of Recreation and Park Commissioners and the Commission Secretary.


MAYOR
KW



Report From
CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract

To: The Mayor	Date: 5-28-99	C.D. 4	CAO File No. 0150-06696-0000
Reference: Letter from Board of Recreation and Park Commission dated February 26, 1999		Term: 15 years; 10 year renewal	
Type of Document: ☒ New Contract ☐ Amendment ☐ Other			
Source of Funds:			
Project Title: Groundwater Treatment			
Parties: City of Glendale; Department of Recreation and Parks			
Business Headquarters Address: 613 E. Broadway, Suite 220, Glendale, CA 92106			
Street	City	State	Zip Code
Contract/Amendment Amount: Proposed Amount \$ Prior Awards: \$ = Total \$			
Purpose of Contract/Amendment: To provide City of Glendale long-term access to Department property to conduct groundwater treatment activities			
	Yes	No	N/A*
1. Council has approved the purpose.		X	
2. Appropriated funds are available.			X
3. City employees can perform the work.		X	
4. Proposals have been requested.		X	
5. Risk Mgmt. review has been completed.			X
6. Contractor has a stated child care policy.			X
7. City resident workforce:	N/A		
	Yes	No	N/A*
8. Contractor has complied with:			
A. Affirmative Action Program			X
B. Business tax requirements			X
C. Job training and employ. policy			X
D. MBE/WBE policy			X
E. Living Wage Ordinance			X
F. Service Worker Retention Ord.			
Comments: Groundwater pollution has been detected in the San Fernando Valley; this poses a potential health hazard to the residents. At the direction of the United States Environmental Protection Agency, the City of Glendale has been charged with remediating contaminated groundwater in and around the Glendale/Griffith Park area (the project is called the Glendale North and South Operable Units in the San Fernando Superfund Site). The City of Glendale is the lead agency for this project. Glendale will install, maintain and operate subsurface, extraction wells and associated water pipelines in the area (Comments continued)			
* N/A = Not applicable			
 Ed G. Jhl Analyst 33779a12	 Asst. City Administrative Officer		 Acting City Administrative Officer

around, and including, the Department of Recreation and Parks' Central Service Yard (CSY). Contaminated water will be extracted from the shallow aquifer and transported to the Glendale water treatment facility for treatment.

At it's meeting of November 4, 1998, the Board of Recreation and Parks approved the proposed lease between the City of Glendale and the Department of Recreation and Parks for the use of space at CSY. The lease is for a term of fifteen (15) years; after the initial fifteen (15) years, the lease may be renewed for an additional ten (10) years. The annual lease cost will be \$8,808. This amount is based on an independent appraisal report (reviewed by the Department of General Services, Asset Management Group) and will be adjusted after the fifth and tenth years, based on the Consumer Price Index. Upon execution of the lease, Glendale will pay the City a total of \$60,000. This includes the first year lease amount, \$22,320 for a license fee, \$23,872 for Recreation and Parks' administrative costs and a \$5,000 severance cost.

Under the terms of the lease agreement, a \$100,000 bond, or letter of credit, will be provided by Glendale to ensure the property is restored to the condition it was in prior to its use.

The City of Glendale has determined that the project will not have a significant effect on the environment and has issued a mitigated negative declaration. Some mitigation measures were made a condition of the approval of the project, including dust control, safe construction techniques, safe handling and treatment of hazardous waste and construction of certain aesthetic improvements.

RECOMMENDATION

That the attached lease agreement, with the City of Glendale for use of space at the Central Service Yard, be approved and forwarded to the City Council for its approval.

FISCAL IMPACT STATEMENT

Funds received from this lease will be deposited in the Department's revenue account.



J. MICHAEL CAREY
City Clerk

When making inquiries
relative to this matter
refer to File No.

CITY OF LOS ANGELES
CALIFORNIA



RICHARD J. RIORDAN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

99-0866

May 13, 1999

ARTS, HEALTH & HUMANITIES COMMITTEE

In accordance with Council Rules, communication from the City Attorney relative to Lease Agreement between the Department of Recreation and Parks as lessor and the City of Glendale as lessee to allow lessee to install subsurface wells and associated water pipelines within lessor's Central Service Yard for the interim remedial action for the Glendale North and South Operable Units in the Sand Fernando Superfund Site, was referred on May 13, 1999, to the ARTS, HEALTH & HUMANITIES COMMITTEE.

J. Michael Carey
City Clerk
amm





JAMES K. HAHN
CITY ATTORNEY

Office of the City Attorney
Los Angeles, California

WRITER'S DIRECT DIAL:

FAX:
TTY: (213) 237-0399
(213) 485-5410

REPORT NO. R99-0136
MAY 11, 1999

REPORT RE:

LEASE AGREEMENT FOR A PERIOD OF 15 YEARS BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AS LESSOR AND THE CITY OF GLENDALE AS LESSEE TO ALLOW LESSEE TO INSTALL SUBSURFACE WELLS AND ASSOCIATED WATER PIPELINES WITHIN LESSOR'S CENTRAL SERVICE YARD FOR THE INTERIM REMEDIAL ACTION FOR THE GLENDALE NORTH AND SOUTH OPERABLE UNITS IN THE SAN FERNANDO SUPERFUND SITE.

The Honorable City Council
of the City of Los Angeles
Room 615, City Hall
200 North Main Street
Los Angeles, California 90012

(Council File No. - None)

RECEIVED
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99 MAY 13 PM 12:25
BY _____
CITY CLERK
DEPUTY

Honorable Members:

Transmitted herewith is a proposed Lease Agreement, approved as to form and legality, by and between the Department of Recreation and Parks through its Board of Recreation and Park Commissioners ("lessor") and the city of Glendale ("lessee") for a term of fifteen (15) years.

At its meeting held on November 4, 1998, the Board of Recreation and Park Commissioners approved the proposed lease. The Board resolution (No. 9773), the draft ordinance (approved as to form and legality), and the staff report are also transmitted herewith.

The property to be leased is the Department of Recreation and Parks' Central Service Yard. The city of Glendale will have installed and thereafter maintain and operate subsurface wells and associated water pipelines within certain areas of this property. Such use of the property is necessary for the city of Glendale to operate a groundwater treatment plant and related facilities at the direction of the United States Environmental Protection Agency to remediate contaminated groundwater in and

ARTS HEALTH & HUMANITIES

MAY 13 1999

AN EQUAL EMPLOYMENT OPPORTUNITY — AFFIRMATIVE ACTION EMPLOYER

1800 CITY HALL EAST • 200 N. MAIN STREET • LOS ANGELES, CA 90012-4131 • (213) 485-6370

The Honorable City Council
of the City of Los Angeles
Page Two (2)

around the Glendale/Griffith Park area. (This project is referred to as the Interim Remedial Action for the Glendale North and South Operable Units in the San Fernando Superfund Site.)

After the initial term of fifteen (15) years, the lease may be renewed for one additional ten (10) year term. The annual lease amount is \$8,808 which will be adjusted after the fifth and tenth years based on the Consumer Price Index. At the time of execution of the lease, Glendale will pay a total of \$60,000 which includes the first year lease amount, \$22,320 for a license fee, \$23,872 for the Department's administrative costs and \$5,000 as severance cost. At the expiration of the lease term, the lease requires Glendale to restore the property in the condition it was in prior to its use, including taking certain remediation measures with respect to the subsurface wells.

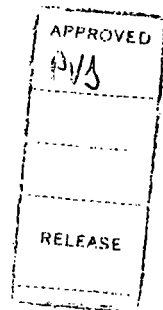
The city of Glendale as the lead agency for this project has determined that the project will not have a significant effect on the environment and has issued a mitigated negative declaration, a copy of which is attached. Mitigation measures were made a condition of the approval of the project. You should review and consider the mitigated negative declaration prior to approving the lease.

A member of this office will be available when you consider this matter to answer any questions you may have.

Very Truly Yours,

JAMES K. HAHN, City Attorney

By Marjorie Hamano Currier / PUL
Marjorie Hamano Currier
Deputy City Attorney



MHC/cm:84192

Transmittal

RESOLUTION NO. 9773

WHEREAS, groundwater contamination has been detected in the San Fernando Valley, posing a potential health hazard to residents of the City of Los Angeles; and,

WHEREAS, the Environmental Protection Agency (EPA) has identified elevated concentrations of Volatile Organic Compounds (VOCs) in the Griffith Park/Glendale area, specifically noting two distinct plumes of contamination; and,

WHEREAS, the EPA studied alternate methods for groundwater clean-up and selected a remedy which involves the placement of extraction wells and associated pipelines at various locations throughout the area which will be used for extracting and transporting contaminated water from the shallow aquifer to the City of Glendale's water treatment facility; and,

WHEREAS, the Department of Recreation and Parks is the owner of that property commonly known as the Department's Central Service Yard (CSY), located at 3900 Chevy Chase Drive, which also serves as the headquarters for the Griffith/Metro Region; and

WHEREAS, in furtherance of the groundwater cleanup process, the City of Glendale, a municipal corporation (hereinafter referred to as "Lessee"), is desirous of entering into a lease with the City of Los Angeles, a municipal corporation (hereinafter referred to as "Lessor") for a period of fifteen (15) years to utilize a portion of the CSY property to install two (2) subsurface wells and associated pipelines, the design and location of which has been approved by the staff of the Griffith/Metro Region; and,

WHEREAS, Charter Section 170(b)(3) allows for the leasing of Department owned property to other governmental entities for purposes which serve the interests of the general public and are consistent with public park purposes; and,

WHEREAS, the Board of Recreation and Park Commissioners opines that the best interests of the public will be served by leasing a portion of the CSY for the purposes noted above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and Park Commissioners (Board) of the City of Los Angeles:

1. Pursuant to Section 170(b)(3) of the Charter of the City of Los Angeles, the Board finds and determines that the public interest, convenience and necessity requires the leasing of a small portion of the CSY to Lessee for the installation, operation, monitoring and maintenance of the extraction wells and associated pipelines.
2. The lease has an initial term of fifteen (15) years and provides for a renewal for one additional ten (10) year period.

3. In consideration for granting this lease to Lessee, Lessee has agreed to pay Lessor:

- (a) \$22,230 - license fee
- (b) \$23,872 - to compensate Lessor for a portion of the administrative costs associated with this project
- (c) \$ 5,000 - severance
- (d) \$ 8,808 - prepaid annual lease payment for Year I

\$60,000 - Total Payment from Lessee to Lessor at signing

4. As further consideration for granting this lease, Lessee has agreed to pay Lessor \$8,808 per year for years II - V. At the conclusion of years V and X, the annual lease payment for subsequent periods will be adjusted by a percentage representing the cumulative change in the Consumer Price Index (CPI) for the preceding period.

5. The President and Secretary of the Board are authorized to execute said lease agreement for the subject property.

BE IT FURTHER RESOLVED that a copy of this Resolution is ordered published in a daily newspaper of general circulation; and

BE IT FURTHER RESOLVED that the Secretary be and is hereby authorized to request that the City Attorney of the City of Los Angeles transmit this Resolution and the Ordinance which accompanies it to the City Council for approval.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on November 4, 1998 (BR 464-98).


SAUNDRA L. GANDOLFO, Secretary

Resolution No. 9773

REPORT OF GENERAL MANAGER

NO. 464-98

DATE November 4, 1998

CD 4

BOARD OF RECREATION AND PARK COMMISSIONERS

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

G. Stigile _____
J. Zatorski _____
S. Klippel _____
A. Kerman _____

P. Bryant _____
M. Whelan _____
J. Duggan _____
*R. Fitzpatrick RF

Richard A. Longenecker
Interim General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve the draft ordinance (on file in the Board Office) and the proposed fifteen (15) year lease agreement with the City of Glendale (on file in the Board Office), including the compensation package for the Department which includes a permit fee, administrative cost reimbursement, consideration for severance and annual lease payments;
2. In accordance with Executive Directive No. 16, forward the proposed ordinance and lease agreement to the Mayor and, concurrently, to the City Attorney for review as to form and legality; and, request that the City Attorney expedite the processing of the ordinance and lease agreement through City Council;
3. Upon receipt of the necessary approvals by the City Council and the Mayor, authorize the Board President and Secretary to execute the lease agreement; and,
4. Authorize the General Manager to issue a Right-of-Entry permit to the City of Glendale to install and/or construct transmission pipelines, extraction wells and monitoring wells in accordance with plans as detailed in the lease and permit documents and the exhibits or attachments thereto.

SUMMARY:

Groundwater contamination in the San Fernando Valley had been suspected for many years and its presence was verified in 1979. During the ensuing years, various public and private entities,

REPORT OF GENERAL MANAGER

PG. 2

No. 464-98

including the City of Los Angeles, have been actively engaged in seeking creative solutions to address this very serious situation.

In 1989, the Environmental Protection Agency (EPA) identified elevated concentrations of Volatile Organic Compounds (VOCs) in the groundwater in and around the Glendale / Griffith Park area. Further investigation revealed two distinct plumes of contamination (Glendale North Plume; Glendale South Plume) and the EPA initiated studies to evaluate alternative methodologies for groundwater clean-up in what is now known as the Glendale Study Area (GSA).

In 1993, the EPA selected a cleanup remedy for these plumes of groundwater contamination in the GSA portion of the San Fernando Valley Superfund site. The proposed remedy will consist of groundwater extraction and treatment for the shallow aquifer system. As part of this process, the EPA identified specific sites in the superfund area at which they recommended placement of extraction and monitoring wells. One of these sites is at the Department's Central Service Yard which also serves as headquarters for the Griffith/Metro Region.

The groundwater toxic remediation will be conducted by the City of Glendale, a municipal corporation ("City") and by the Glendale Respondents Group, LLC, acting on behalf of the City, and will consist of the installation of two (2) subsurface wells and associated pipelines within several sections of our Central Service Yard. The locations of the below surface wells and pipelines have been reviewed and approved by staff of the Griffith/Metro Region.

The initial term of the lease will be fifteen (15) years, with the option to renew for an additional ten (10) year period. The lease period shall commence upon approval and execution by the City of Los Angeles, acting through its Board of Recreation and Parks Commissioners, and the City of Glendale. On or about the time the lease is executed, the Department will issue a Right-of-Entry permit authorizing the installation of the wells and associated pipelines.

As consideration for this lease agreement, the City of Glendale has agreed to pay the following at lease signing:

- \$22,320 - license fee
- \$23,872 - to compensate the Department for a portion of the administrative costs associated with this project
- \$ 5,000 - severance costs
- \$51,192 - (Sub Total)
- \$ 8,808 - prepayment of first year's annual lease payment
- \$60,000 - TOTAL COMPENSATION AT SIGNING

The annual rent for the initial five (5) years of this lease will be \$8,808. At the end of the fifth and tenth years, the annual lease payment will be adjusted by a percentage which represents the

REPORT OF GENERAL MANAGER

PG. 3

No. 464-98

cumulative change in the Consumer Price Index (CPI). At the conclusion of the 15 year period, the Department will have received approximately \$183,312 plus adjustments for changes in the CPI.

The basis for the compensation package included an appraisal of the leased property prepared by a private independent appraiser. The appraisal report and annual lease rental values were reviewed by the Department of General Services, Asset Management Division, and negotiated with the Glendale Respondents Group, acting on behalf of the City of Glendale. The City Attorney's office was also involved in this process and has reviewed and approved the proposed lease.

The City of Glendale and the Glendale Respondents Group, LLC, or its successor entity/entities, will be required to post a \$100,000 bond or letter of credit, acceptable to the City Attorney, and payable to the City of Los Angeles, to ensure that the site is cleaned-up and returned to its original condition (or to a condition which is acceptable to the City and the Department) at the conclusion of the water remediation process.

Councilmember John Ferraro, CD 4, and the Assistant General Manager, Griffith/Metro Region, support this effort and concur with staff's recommendations.

CITY OF Glendale CALIFORNIA

141 North Glendale Ave., 4th Level, Glendale, CA 91208-4496
PUBLIC SERVICE - Water Department



FACSIMILE TRANSMITTAL

FAX Telephone: (818) 552-2852

DATE: 5/5

TO: M. CURRIER

COMPANY: L.A. CITY ATTORNEY OFFICE

FAX: 213-237-0399

FROM: DONALD FROELICH
Water Services Administrator

If you do not receive any page(s) legibly, please call me at: (818) 548-2137

Total number of page(s) you should receive: ##. This DOES NOT INCLUDE this Cover Sheet.

NOTE:

THE ENVIRONMENTAL DOCUMENTATION
WE DISCUSSED. ALSO, THE CERCLA
LAWS ALSO ADDRESSES THE ENVIRONMENTAL
DOCUMENTATION REQUIREMENTS. SEE ATTACHED
SHEET FROM THE REPORT

THANKS

DON



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 1999, 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, Benshoof, 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.

LESSOR:

Dated _____

THE CITY OF LOS ANGELES

ATTEST:

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

City Clerk

Approved as to Form and Legality

By: _____
President

March 29, 1999
JAMES K. HAHN, City Attorney

By: _____
Secretary

By Marjorie Hamano Currier
MARJORIE HAMANO CURRIER
Deputy City Attorney

Approved as to Form and Legality

CITY:

THE CITY OF GLENDALE, a municipal
corporation

_____, 1999
VIVIEN CIENFUEGOS IDE, City Attorney

By: _____

By _____

Its: _____

(Doc. #69553)

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

LESSOR:

Dated _____

THE CITY OF LOS ANGELES

ATTEST:

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

City Clerk

Approved as to Form and Legality

By: _____
President

March 29, 1999
JAMES K. HAHN, City Attorney

By: _____
Secretary

By Marjorie Hamano Currier
MARJORIE HAMANO CURRIER
Deputy City Attorney

CITY:

Approved as to Form and Legality

THE CITY OF GLENDALE, a municipal
corporation

_____, 1999
VIVIEN CIENFUEGOS IDE, City Attorney

By: _____

By _____

Its: _____

(Doc. #69553)

Exhibit "A"
Improvements

Exhibit "B"

Premises

LEGAL DESCRIPTION

APN 5593-030-903 PIPELINE

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

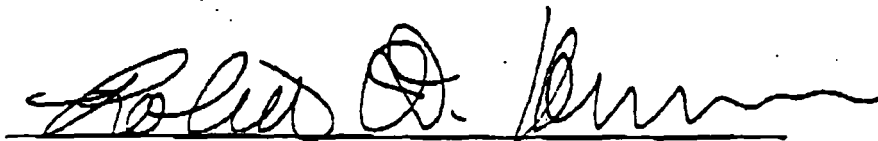
BEING A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF GOODWIN AVENUE (50 FEET WIDE) AND THE WESTERLY TERMINUS OF THE SOUTHERN ONE-HALF OF SAID GOODWIN AVENUE AS SHOWN ON MAP OF TRACT 5673, RECORDED IN BOOK 61 PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE SOUTH 89°38'44" WEST 872.08 FEET TO THE EASTERLY LINE OF A 40.00 FOOT WIDE SLOPE EASEMENT OF SAID LOS ANGELES RIVER AS SHOWN ON SAID FILED MAP NO. 11136, SHEET 2; THENCE ALONG SAID EASTERLY LINE SOUTH 13°24'15" EAST, 50.54 FEET TO THE TRUE POINT OF BEGINNING OF THE HERBIN DESCRIBED LINE; THENCE SOUTH 76°23'52" WEST, 32.23 FEET; THENCE NORTH 58°36'08" WEST, 15.57 FEET; THENCE NORTH 13°29'18" WEST, 49.73 FEET TO THE TERMINUS OF THE 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 975 SQUARE FEET, MORE OR LESS.

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



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



FILE: CDM2.LGL DATE: MAY 10, 1998

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

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

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

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

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

PARCEL 2

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

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

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

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



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

HENNON AND ASSOCIATES



SHT. 1 OF 2 SHTS

SCALE: 1"=100'



ATTACHMENT 'A'

BURDENED PROPERTY:

APN 5593-030-903

SLOPE EASEMENT LINE

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

SURVEY CONTROL PT. 9579
SET PK NAIL IN AERIAL TARGET
N 162227.84 E 204669.18
EI 422.90

PORTION LOT 1

WATTS SUBDIVISION OF A

APN 5593-030-903

PART OF
THE RANCHO SAN RAFAEL

SURVEY CONTROL PT. 9596, SET
L&T IN NW COR. CONC. PAD
AT WLY DOOR
N 162252.62 E 205074.98
EI 425.33

M.R. 5/200-201

FD. L&T IN C.B. 9588
PAINTED "423.93"
N 162292.37
E 205078.37
EI 423.89

S44°38'44"W 5.66'
162276.097
205142.958
162276.233
205184.958
N45°21'16"W 5.66'
162272.070
205138.981
S89°38'44"W 22.00'
162272.256
205136.985

162290.929
205548.777

162281.178
205548.838

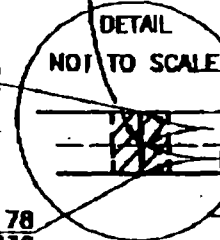
N89°38'44"E

162281.040
205525.840

341.54'
N88°53'00"W
SURVEY CONTROL PT. 9400
SET PK BY END WALL
N 162262.11
E 205553.08
EI 438.68

FD. L&T IN CB
9424
N 162278.22
E 205609.80
EI 437.89

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



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

23.00'
34.10'
S0°21'16"W 8.76'
181.90'
S44°53'00"W 21.79'
S89°39'18"W 57.10'
162281.384
205362.940

FD. L&T IN L&T OF L&T SPK.
PER CEFB 162-205-126
N 162292.19 E 205764.79
EI 440.59

PARCEL 1 POINT OF BEGINNING

C/L PROLONGATION OF GOODWIN AVENUE

DATE: JUNE 4, 1998
THOM. GDE: 584 C-6
FILE: G-4.DWG
PROJECT NO: 1335

HENNON

and Associates

SURVEYING - ENGINEERING - PLANNING

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

FAX: (818)790-0192

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

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

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

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

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

PARCEL 2

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

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

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

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



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

HENNON AND ASSOCIATES



SHT. 1 OF 2 SHTS



ATTACHMENT 'A'

BURDENED PROPERTY:

APN 5593-030-903

SLOPE EASEMENT LINE

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

FD. L&BN IN C.B. 9588
PAINTED "423.93"
N 162292.31
E 205078.37
EI 423.89

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

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

FD. L&T IN L&SPK
PER CEFB 162-205-126
N 162292.19 E 205764.79
EI 440.59

50.56
S13°24'15"E
143.72
S76°23'52"W
162236.561
204722.535

162270.380
204862.220

276.78
S89°38'44"W

S44°38'44"W 5.66'
162276.097
205142.958
182276.233
205184.958
N45°21'16"W 5.66'
162272.070
205138.981
S89°38'44"W 22.00'
162272.256
205136.985

162290.929
205548.777

162281.178
205548.836

N89°38'44"E
341.54
N88°53'00"W
SURVEY CONTROL PT. 9400
SET PK BY END WALL
N 162262.11
E 205553.08
EI 438.68

162281.040
205525.840

162265.600
205510.460

23.00'
S44°53'00"W 21.79'
S89°39'18"W 57.10'
162281.384
205582.940

S0°21'16"W 9.76'
181.90'

FD. L&T IN CB
9424
N 162278.22
E 205609.80
EI 437.89

PARCEL 1 POINT OF BEGINNING

C/L PROLONGATION OF GOODWIN AVENUE

PORTION LOT 1

WATTS SUBDIVISION OF A

PART OF

THE RANCHO SAN RAFAEL

APN 5593-030-903

SURVEY CONTROL PT. 9596, SET
L&T IN NW COR. CONC. PAD
AT W'LY DOOR
N 162252.62 E 205074.98
EI 425.33

M.R. 5/200-201

SCALE: 1"=100'

0' 50' 100' 200'

SURVEY CONTROL PT. 9573
SET PK NAIL IN AERIAL TARGET
N 162227.84 E 204669.18
EI 422.90

DATE: JUNE 4, 1998
THOM. GDE: 584 C-6
FILE: G-4.DWG
PROJECT NO: 1335

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

SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS SHOWN ON SAID LOS ANGELES COUNTY SURVEYOR'S 'B' MAP AND SHOWN ON SAID CALIFORNIA DEPARTMENT OF TRANSPORTATION MAP AS HAVING A RADIUS OF 8,544.42 FEET, A RADIAL BEARING AT SAID POINT OF INTERSECTION BEARING SOUTH 65°43'34" WEST TO THE RADIUS POINT OF CURVING WESTERLY LINE; THENCE LEAVING SAID CITY BOUNDARY, LOT LINE, AND NORTHERLY LINE OF AVIATION DRIVE NORTH 24°59'08" WEST, 225.43 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE STATE FREEWAY AS SHOWN ON SAID CALIFORNIA DEPARTMENT OF TRANSPORTATION MAP AS HAVING A BEARING AND DISTANCE OF "SOUTH 64°56'00" WEST, 203.18 FEET"; THENCE CONTINUING NORTH 24°59'08" WEST, 47.60 FEET TO A POINT BEING ON A CURVED LINE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 900.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 37°32'38" WEST FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF 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

F05.21.1570 11703H 001 011 11.200 11.200

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 $76^{\circ}23'14''$ 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 $76^{\circ}23'14''$ WEST, 27.01 FEET; THENCE LEAVING SAID LINE SOUTH $8^{\circ}36'01''$ 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 $19^{\circ}51'32''$ EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $0^{\circ}40'34''$ AN ARC LENGTH OF 13.83 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING AT SAID POINT BEARS NORTH $20^{\circ}32'06''$ EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE ALONG SAID NONTANGENT LINE NORTH $8^{\circ}36'01''$ WEST, 6.45 FEET; THENCE SOUTH $68^{\circ}13'40''$ EAST, 9.08 FEET TO A POINT ON A LINE PASSING THROUGH SAID DESIGNATED POINT 'A' HAVING A BEARING OF NORTH $21^{\circ}46'20''$ EAST; THENCE ALONG SAID LINE NORTH $21^{\circ}46'20''$ EAST, 5.00 FEET TO SAID DESIGNATED POINT 'A'.

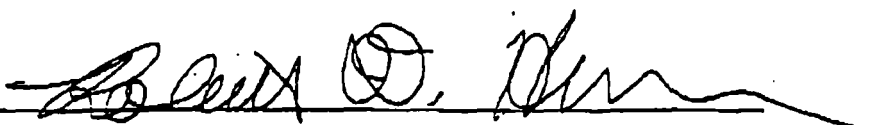
THE HEREIN DESCRIBED PARCEL 2 EASEMENT CONTAINS 614 SQUARE FEET, MORE OR LESS.

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

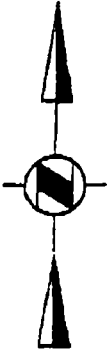
FILE: CDM5.LGL

DATE: JUNE 8, 1998



SCALE: 1"=30'

0' 15' 30' 60'



ATTACHMENT 'A'

BURDENED PROPERTY:

APN ~~5527~~-002-915

5593 PORTION LOT 6

SHT. 1 OF 6 SHTS

S65°09'21"W
429.00

VERDUGO WASH

N 168435.74
E 203758.47

PORTION LOT 6

RADIAL
N37°32'38"W

168408.398
203721.449

L=46.02'
R=900.00'
Δ=255°47'

RADIAL
N34°36'51"W

APN 5593-004-908

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

N 168346.28
E 203710.20

APN 5593-004-909

N24°59'08"W
47.60'

S64°56'00"W
203.18

168365.249
203741.556

TRACT NO. 646

PORTION LOT 6

M.B. 15-162/163

PT OF
COMMENCEMENT
MOST ELY CORNER LOT 6,
TR 646, MB 15-162/163
(SEE CSB 2735-1)

WLY LINE OF 100' R/W
SO. PACIFIC RR R/W
N24°59'08"W 225.43'

L=349.81'
R=854.42'
2.20' WIDE

S89°49'27"E
601.79'

RADIAL
S65°43'34"W

LOS ANGELES RIVER
SOUTHWEST CORNER OF CITY OF LOS ANGELES
& CITY OF GLENDALE COMMON BOUNDARY PER
CAL-TRANS MAP NO. F1162, PG 1.
SOUTHERLY LINE OF CITY OF GLENDALE PER
CAL-TRANS MAP NO. F1162, PG 1.

CITY OF GLENDALE
BOUNDARY LINE

N89°49'27"E 164.71'

N89°49'27"E 426.27'

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

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

HENNON
and Associates
SURVEYING - ENGINEERING - PLANNING

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

SCALE: 1"=30'

SHT. 2 OF 6 SHTS



ATTACHMENT 'A'

BURDENED PROPERTY:

APN 5527-002-915

PORTION LOT 6

N'LY LINE OF DEED
O.R. 11710-128

APN 5593-003-907

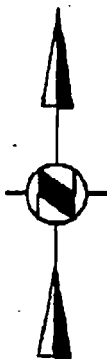
168523.68'
203667.73'

N64°55'35"E
320.13'

529.35'

N61°20'28"E
RADIAL

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



PORTION LOT 6

VERDUGO WASH

230.75

N80°32'W

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

LOS ANGELES RIVER

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

APN 5593-004-908

168408.398
203721.449

RADIAL
N37°32'38"W

L=46.02'
R=900.00'
Δ=255°47'

PORTION LOT 6

62.38

N 168435.74
E 203758.47

N34°36'51"W
RADIAL

APN 5593-004-909

60°10'32"E
203736.91
203736.91

TRACT NO. 646

M.B. 15-162/163

44.77'

S64°56'00"W

168365.249
203741.556

N24°59'08"W 225.43'

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

HENNON
and Associates
SURVEYING - ENGINEERING - PLANNING

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

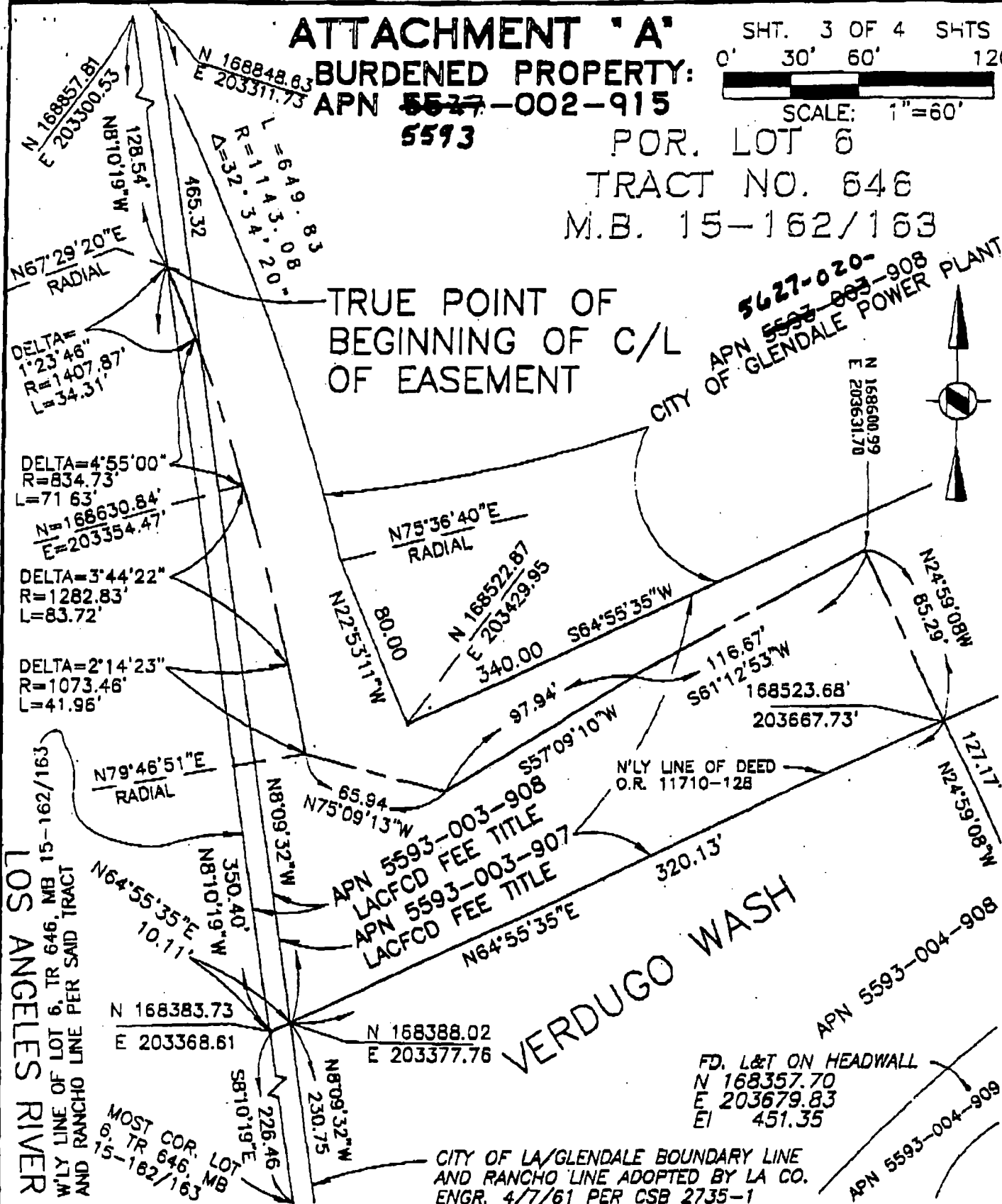
ATTACHMENT 'A'
BURDENED PROPERTY:
APN 5527-002-915
5593

SHT. 3 OF 4 SHTS
 0' 30' 60' 120'
 SCALE: 1"=60'

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

**TRUE POINT OF
 BEGINNING OF C/L
 OF EASEMENT**

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



DATE: JUNE 4, 1998
 THOM. GDE: 584 B-3
 FILE: G-31-4.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

SCALE: 1"=50'

0' 25' 50' 100'

ATTACHMENT 'A'

SHT. 5 OF 6 SHTS

BURDENED PROPERTY:

APN 5527-002-915

5593

PARCEL 2 EASEMENT
AREA=614 SQ.FT.
GRIFFITH PARK

N19°51'32"E
RADIAL

L=13.83' R=1172.24' Δ=0°40'34"

N20°32'06"E

S88°13'40"E

N21°46'20"E

N68°13'40"W

N23°15'19"E

RADIAL

APN 5527-002-915
5593

LOS ANGELES RIVER

P.C. OF 10' WIDE
EASEMENT

O.M. 4260

RADIAL
N34°58'21"E

L=82.03'
R=3660.22'
Δ=1°17'03"

169187.450
202973.320

FROM SH 4

27.01' N76°23'14"W

18.96' N8°36'01"W

"DOCKWEILER LINE" PER CSB 2735-2

13.14' N8°36'01"W

N21°46'20"E

L=33.35'
R=706.25'
Δ=2°42'18"

N76°23'14"W

N77°01'40"W

426.16'

256.13'

660.01'

L=86.67'

R=701.45'

L=82.03'

R=3660.22'

Δ=1°17'03"

169187.450
202973.320

FROM SH 4

APN 5627-020-908

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

APN 5593-002-270

S40°05'07"E

80.55

209.29

N39°24'43"W

DATE: JUNE 7, 1998

THOM. GDE: 564 B-3

FILE: G-26-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: JUNE 5, 1998

THOMAS GUIDE:

FILE: PAGE2.DWG

PROJECT NO: 1335

HENNON
and Associates
SURVEYING - ENGINEERING - PLANNING

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

LEGAL DESCRIPTION

**PIPELINE APN ~~5627~~-002-270
5593**

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

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: CDM8.LGL DATE: JUNE 4, 1998



SCALE: 1"=50'

ATTACHMENT 'A'

SHT. 1 OF 2 SHTS

0' 25' 50' 100'

BURDENED PROPERTY
APN 5593-002-270

"DOCKWEILER LINE" PER
CSB 2735-2 & SHOWN
AS CITY OF LA / GLENDALE
BOUNDARY PER N 169429.79
FM 11136-4 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 5593-002-001

GRIFITH PARK
O.M. 4260

LOS ANGELES RIVER

AREA #
467 SQ.FT.

N8°36'01"W
13.88'
N76°23'14"W
27.01'

18.96'
S8°36'01"E

658.18'

256.13'

426.16'

N77°01'40"W

25.54'

169385.380

202883.821

N7°48'07"E 4.46'

169391.112

202658.933

202658.334

169386.895

208.31'

660.01'

241.35'

N76°23'14"W

31.17'

S74°58'15"W

133.67'

N76°23'14"W

N 169437.87

E 202455.94

APN 5627-020-908
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).

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

N 169289.72
E 203099.11

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 SANCHEZ 212 3/100 ACRES
APN 5593-002-270

N38°24'43"W

209.29'

31.050045

55.08'

544°40'37"W

383.14'

KELLOGG
AVENUE
(VACATED)

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

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)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.

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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
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

Approved as to Form and Legality

By: _____
President

March 29, 1998
JAMES K. HAHN, City Attorney

By: _____
Secretary

By: Marjorie Hamano Currier
MARJORIE HAMANO CURRIER
Deputy City Attorney

GROUP

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 (4-10-91)

SUBMIT IN DUPLICATE

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

3. PRODUCER

Telephone _____

4. NAMED INSURED

5. POLICY INFORMATION:

Carrier: _____

Policy No.: _____

Policy Period: _____

COVERAGE TRIGGER (check one): ☐ Occurrence ☐ Claims Made
 Check ☐ if LOSS ADJUSTMENT EXPENSE is included in Limits

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 _____☐ COMPREHENSIVE FORM (1973 OCCURRENCE) (RETROACTIVE DATE) _____

9. COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ PREMISES/OPERATIONS☐ UNDERGROUND & COLLAPSE HAZARD☐ PRODUCTS/COMPLETED OPERATIONS☐ CONTRACTUAL☐ INDEPENDENT CONTRACTORS

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

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

16. CITY DEPARTMENT/BUREAU

17. AUTHORIZED REPRESENTATIVE

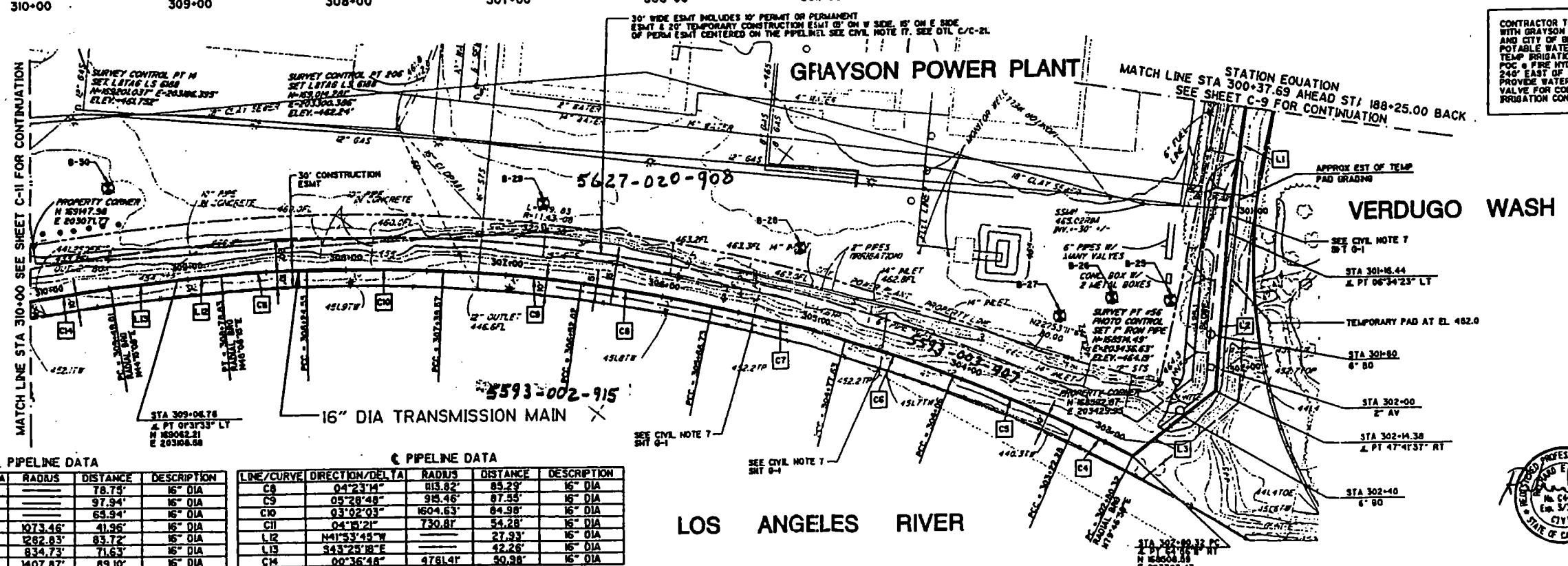
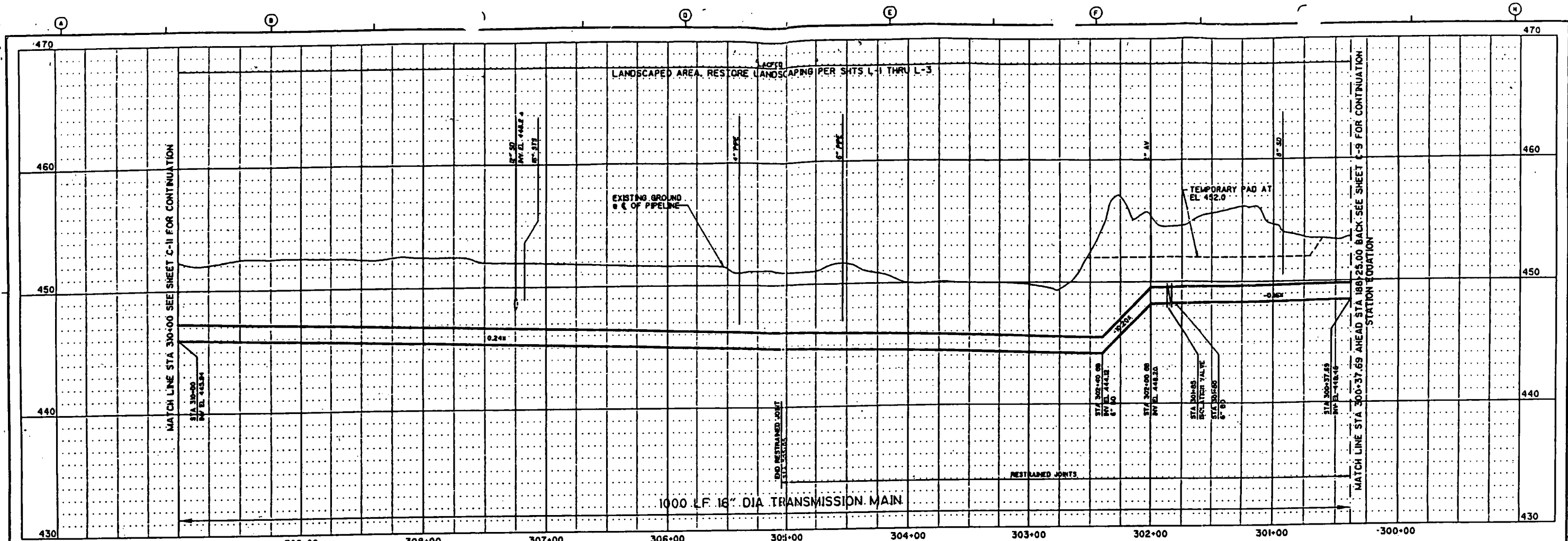
☐ Broker/Agent ☐ Underwriter ☐ _____

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

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

Telephone: () _____

Date Signed _____

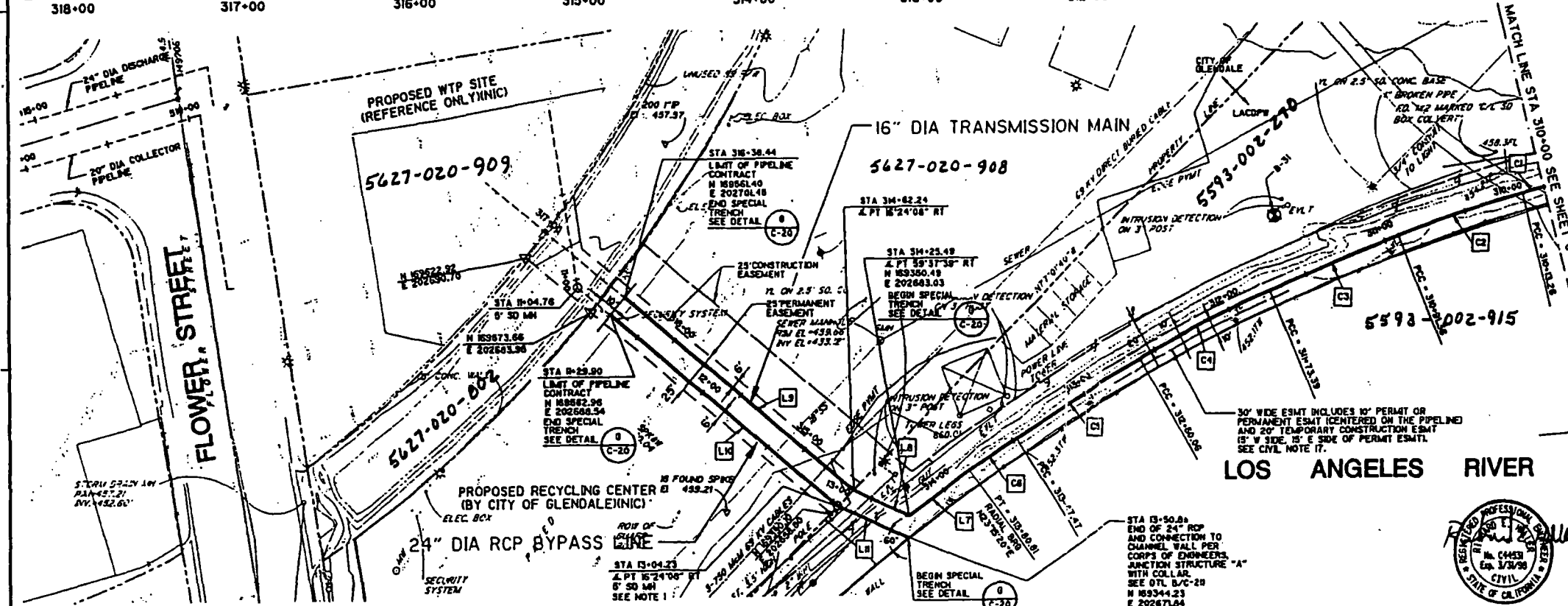
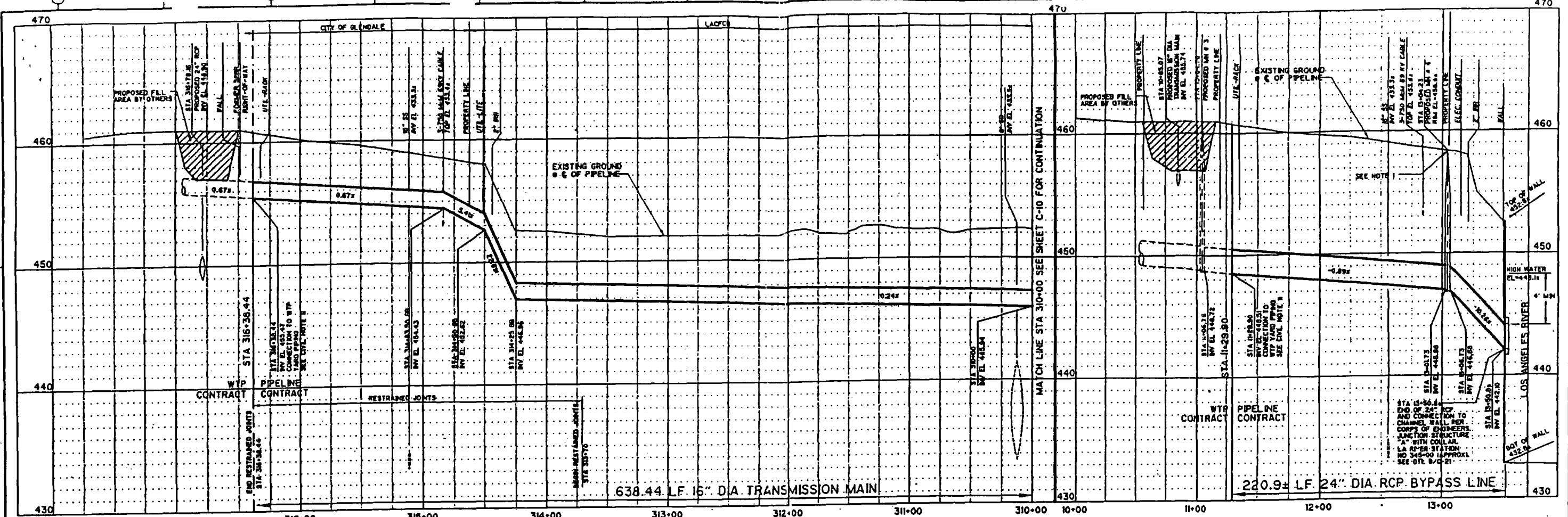


PIPELINE DATA

LINE/CURVE	DIRECTION/DELTA	RADIUS	DISTANCE	DESCRIPTION
L1	56°12'53"W	78.75'	97.94'	16" DIA
L2	357°09'10"W	---	97.94'	16" DIA
L3	N75°09'13"W	---	69.94'	16" DIA
C4	02°14'23"	1073.46'	41.96'	16" DIA
C5	03°44'22"	1282.83'	83.72'	16" DIA
C6	04°35'00"	834.73'	71.63'	16" DIA
C7	03°37'33"	1497.87'	89.10'	16" DIA

LINE/CURVE	DIRECTION/DELTA	RADIUS	DISTANCE	DESCRIPTION
C8	04°23'14"	813.82'	85.23'	16" DIA
C9	05°28'48"	915.46'	87.55'	16" DIA
C10	03°02'03"	1604.63'	84.98'	16" DIA
C11	04°18'21"	730.81'	54.28'	16" DIA
L12	N41°53'45"W	---	27.93'	16" DIA
L13	S43°25'18"E	---	42.26'	16" DIA
C14	00°36'48"	4781.41'	30.98'	16" DIA

DESIGNED BY: CDM DRAWN BY: W/A CHECKED BY: BOD APPROVED BY: BOD DATE: SEPTEMBER 20, 1998		CAMP DRESSER & MCKEE INC. 2920 Island Empire Boulevard, Suite 108 Ontario, California 91764	REMEDIATION DESIGN GLENDALE RESPONDENTS GROUP GLENDALE NORTH AND SOUTH OPERABLE UNITS	PIPELINES PIPELINE PLAN/PROFILE FROM STA 300+37.69 TO STA 310+00	PROJECT NO. 2087-113 FILE NAME: CPPP1A10 SHEET NO. C-10
--	--	--	--	---	---



NOTE:
INSTALL PRECAST CONCRETE MANHOLE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION STD PLAN 200-L PROVIDE STD MANHOLE PER STD PLAN 210-1 WITH LETTER "D".

HORIZONTAL SCALE
1" = 40'

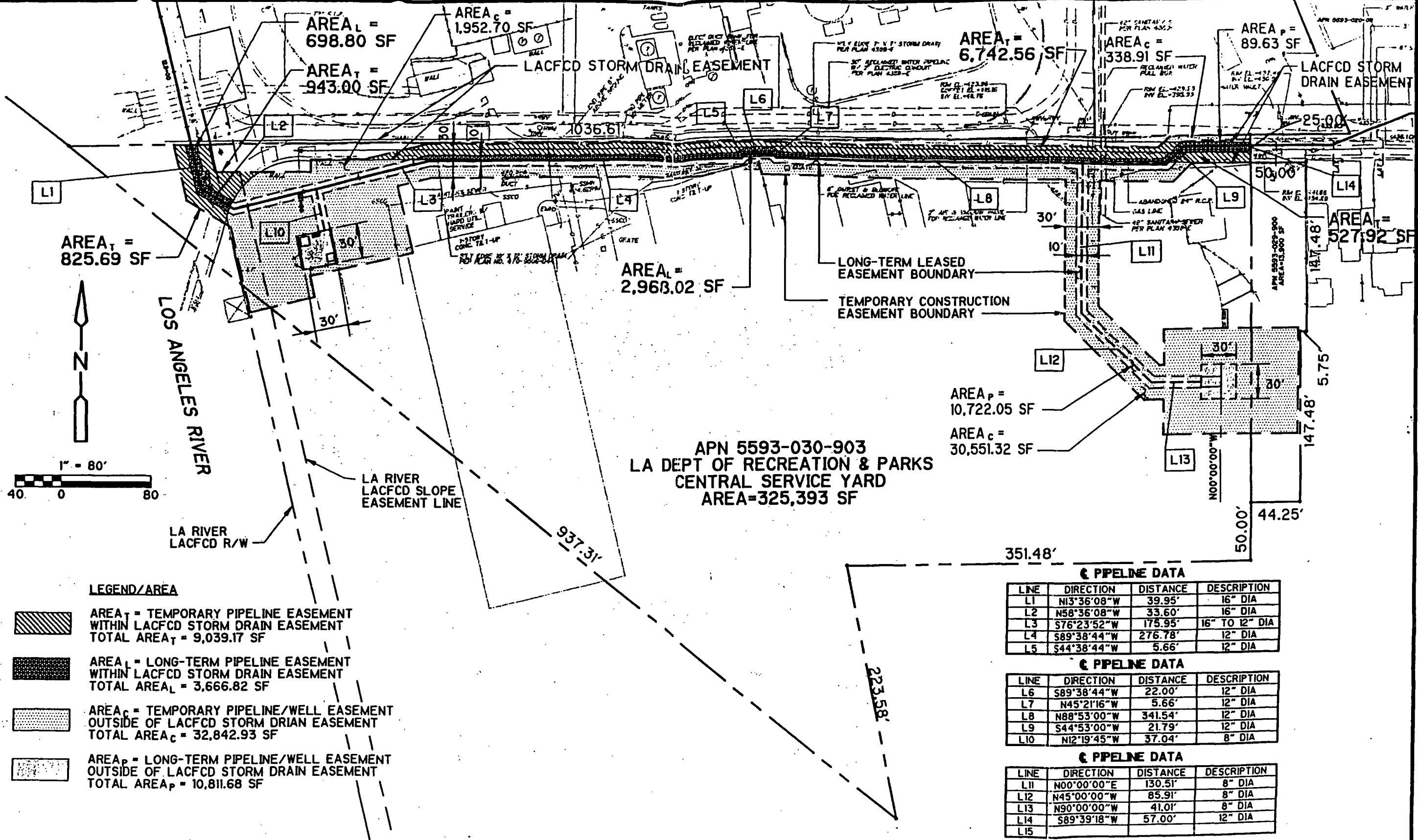
VERTICAL SCALE
1" = 4'

KEY MAP

LINE/CURVE	DIRECTION/DELTA	RADIUS	DISTANCE	DESCRIPTION
C1	00°09'33"	4761.41'	13.26'	16" DIA
C2	07°13'21"	619.51'	78.10'	16" DIA
C3	07°17'03"	3660.22'	82.03'	16" DIA
C4	07°01'45"	706.46'	86.67'	16" DIA
C5	01°38'59"	2525.64'	87.41'	16" DIA
C6	02°42'18"	706.28'	33.35'	16" DIA
L7	N68°13'40"W		44.68'	16" DIA
L8	N08°36'01"W		38.75'	16" DIA
L9	N07°48'07"E		178.20'	16" DIA
L10	N07°48'07"E		174.32'	24" DIA SD
L11	S08°36'01"E		45.5'	24" DIA SD

DESIGNED BY: CDM DRAWN BY: W/JC CHECKED BY: RCD CROSS CHECKED BY: RCD APPROVED BY: JHP DATE: SEPTEMBER 20, 1998	CAMP DRESSER & MCKEE INC. 2920 Island Empire Boulevard, Suite 108 Ontario, California 91764	GLENDALE RESPONDENTS GROUP GLENDALE NORTH AND SOUTH OPERABLE UNITS REMEDIAL DESIGN	PIPELINES PIPELINE PLAN/PROFILE FROM STA 310+00 TO STA 316+38.44 AND BYPASS PIPELINE	PROJECT NO. 2887-113 FILE NAME: CPPP811 SHEET NO. C-11
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D:\NTSV1\ACAD V\ACAD\2887_113\EASEMENT\LACFC-ES.DWG EDITED BY: MCF 11/19/97 08:34 SCALE: 1"=1' (1:1)



NOTICE OF DETERMINATION

TO: ☒ L.A. County Clerk ☐ State Clearinghouse FROM: City of Glendale
 Business & Filing Dept. #1101 Office of Planning and Research 633 E. Broadway Rm. 103
 12400 E. Imperial Hwy. 1400 Tenth Street Room 121 Glendale, CA 91206-4386
 Norwalk, CA 90650 Sacramento, CA 95814 (818) 548-2140

The following Notice of Determination has been prepared in accordance with the California Environmental Quality Act of 1970 as amended, the State Guidelines, and the Environmental Guidelines of the City of Glendale. Filing of this notice starts a 30-day statute of limitations on court challenges to project approval (Public Resources Code Sec. 21167).

ORIGINAL REC'D

DEC 23 1997

Project Title/Common Name: EIF No. 96-11, Groundwater Treatment Facility
 Jeff Hamilton, Planning Associate
 State Clearinghouse Number Lead Agency COUNTY CLERK
 (If submitted to Clearinghouse) Contact Person BY (818) 548-2140
 Area Code/Telephone/Extension

Project Type: ☒ Private Project ☐ Public Project

Project Location: The south side of the 800 block of Flower Street, Glendale, Los Angeles County

Project Description: The equipment, processes and facilities necessary to extract, combine, treat, blend, and transmit a maximum of 5,000 gpm of groundwater from the San Fernando Valley Groundwater Basin.

Decision-Making Body of Lead Agency: City Council

This is to advise that the City of Glendale as Lead Agency has approved the above described project on November 25, 1997 and has made the following determinations regarding the project:

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of approval of the project.
4. Findings [☐ were ☒ were not] made pursuant to the provisions of CEQA.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project

This is to certify that the final [☒ Negative Declaration ☐ Environmental Impact Report] with comments and responses and record of project approval is available to the General Public at:
 City of Glendale, 633 E. Broadway Rm. 103, Glendale, CA 91206-4386 Phone (818) 548-2140

Contact Person: John W. McKenna
 Environmental and Planning Board, City of Glendale

Jeff Hamilton
 Jeff Hamilton, Planning Associate

12/19/97
 Date

Date received for filing and posting at OPR:

THIS NOTICE WAS POSTED

ON DEC 23 1997

UNTIL JAN 22 1998

RECEIVED BY COUNTY CLERK

97069491

EIF 96-11

Mitigation Measures**A EARTH**

Item 2: Dust control methods consistent with Rule 403 of the South Coast Air Quality Management District shall be employed during grading activities to reduce the creation of dust.

Monitoring Action: Site inspection
Timing: During grading
Responsibility: Director of Public Works

Item 7: Construction techniques specified in the geotechnical report shall be employed to control the potential for structural failure due to liquefaction.

Monitoring Action: Site inspection
Timing: During grading activities
Responsibility: Director of Public Works

B AIR

Items 1-3 Obtain necessary SCAQMD permit(s), or, if not required, comply with all applicable substantive requirements of the SCAQMD.

Monitoring Action: Submit copy of permit(s) if applicable
Timing: Prior to completion of project
Responsibility: Director of Public Works

G LIGHT AND GLARE

Hood and/or direct all onsite lighting to prevent offsite glare.

Monitoring Action: Site inspection
Timing: Prior to completion of project
Responsibility: Director of Public Works

J RISK OF UPSET

Comply with all federal, state and other applicable laws for storage, handling and treatment of hazardous waste.

Monitoring Action: Ongoing inspections
Timing: Prior to completion of project
Responsibility: EPA, DHS, DOT, Fire Division (ongoing inspections)

R AESTHETICS

- a) The 10-foot tall slumpstone block wall to be installed along Flower Street shall either be painted or treated to control graffiti.

Monitoring Action: Site inspection
Timing: Prior to completion of project
Responsibility: Director of Public Works

- b) A planter a minimum of 2 feet wide shall be constructed adjacent to the slumpstone wall on the street side along Flower Street. At least 4 four-foot square tree wells will also be installed along Flower Street beyond the planter. Groundcover and trees shall be planted to adequately screen the tanks, wall and buildings within 5 years of planting. The landscaping shall be provided with a suitable irrigation system.

Monitoring Action: Site inspection
Timing: Prior to completion of project
Responsibility: Director of Public Works

- c) The exterior of the tanks and the walls of the buildings shall be painted a neutral, absorbent color to minimize the visual impacts of the structures.

Monitoring Action: Site inspection
Timing: Prior to completion of project
Responsibility: Director of Public Works

ORIGINAL REC'D

AUG 09 1996

PUBLIC NOTICE
CITY OF GLENDALECOUNTY CLERK
BY OCSCA DEPUTYPROPOSED NEGATIVE DECLARATION
ENVIRONMENTAL INFORMATION FORM/INITIAL STUDY NO. 96-11**NOTICE IS HEREBY GIVEN:**

The Environmental and Planning Board and Planning Division, after having conducted an Initial Study, have prepared a proposed Negative Declaration for the following project:

Groundwater Treatment Facility: the equipment, processes, and facilities necessary to extract, combine, treat, blend, and transmit a maximum of 5,000 gpm of groundwater from the San Fernando Valley Groundwater Basin

The project is located at: the south side of the 800 Block of Flower Street

The proposed Negative Declaration and all documents referenced therein are available for review in the Planning Division office, Room 103 of the Municipal Services Building, 633 East Broadway, Glendale, CA 91206-4386, or in the Public Service Division office, 141 N. Glendale Ave., Glendale, CA 91206-4496. Information on public hearings or meetings for the proposed project can be obtained from the Planning Division at 818-548-2140.

Written comments may be submitted to the Planning Division office for a period of thirty (30) days after publication of this notice.

Date: August 2, 1996John W. McKenna, Secretary
Environmental and Planning Board

Published: _____

**GLENDALE NORTH AND SOUTH OU IRA
"TALKING POINTS" ON
INFORMATION REQUIRED TO COMPLETE WORK PLAN TO MEET THE
REQUIREMENTS OF DHS GUIDANCE FOR DIRECT DOMESTIC USE OF EXTREMELY
IMPAIRED SOURCES**

TASK 1 - SOURCE WATER ASSESSMENT

DHS Goal: To determine the extent to which the aquifer is vulnerable to contaminating activities in the area.

Sub-task 1.1 Delineation of the Source Water Capture Zone

1.1.1 Hydrogeological description of Glendale study area.

This would consist of summarizing the hydrogeology from both the CRDR and the PFDR.

1.1.2 Characterization of aquifer water quality

VOC water quality plots presented in CRDR would be used again. CDM and EPA plume interpretations from PFDR will be presented. Water quality analyses from the Respondents September, 1997 groundwater sampling event (including 1,4 dioxane, MTBE, perchlorate) will be tabulated and presented

1.1.3 Present the 12-year capture zone analysis for selected option (Alt. 3) presented in the PFDR. An analysis for the individual wells will not be prepared.

Sub-task 1.2 Identification of Contaminant Sources

A list and locations of all the Potential Responsible Parties will be provided with a map showing each facility location. A list of contaminants detected to date in the groundwater will be compiled from the most recent EPA electronic database. (Note: we are not reviewing every source)

TASK 2 - FULL CHARACTERIZATION OF THE RAW WATER QUALITY

DHS Goal: To fully characterize the raw water quality and to anticipate nontarget constituents that may occur in the source water, so the appropriate level of monitoring and treatment can be determined.

TASK 7 CEQA REVIEW OF THE PROJECT

DHS Goal: Project to obtain environmental clearance and have public input and review.

Sub-task 7.1 EPA to Provide DHS Information on CEQA Exemption for CERCLA projects

EPA to provide DHS legal basis for CERCLA project exemption. No CEQA review to be performed. Note that City may want to do a CEQA review of the project. They had stated this in the past.

TASK 8 SUBMITTAL OF PERMIT APPLICATION

DHS Goal: City to submit permit application, including all information requested under Tasks 1-7. The City Council will have to pass a resolution approving the permit application.

Sub-task 8.1 Prepare Permit Application to Operate

Assemble information developed in Task 1 through 7, and complete the permit application form for review and approval by the City Council.

TASK 9 PUBLIC HEARING

DHS Goal: Have public review and input from Glendale water consumers on the use of an extremely impaired source for their potable water supply.

Sub-task 9.1 Prepare for and Attend Public Hearing

Support the City and DHS at the hearing on the project. Prepare visual aids and handouts, if required. Prepare a plain English (and Armenian?) summary of the permitting studies and application.

TASK 10 DHS REVIEW OF PERMIT

DHS Goal: Review and approve permit.

Sub-task 10.1 Respond to Questions from DHS

Respond to DHS questions, attend review meetings, and provide additional clarifications as required, during the DHS review of the permit.



JAMES K. HAHN
CITY ATTORNEY

Office of the City Attorney
Los Angeles, California

WRITER'S DIRECT DIAL:

FAX:
TTY: (213) 237-0399
(213) 485-5410

REPORT NO. R99-0136
MAY 11, 1999

REPORT RE:

LEASE AGREEMENT FOR A PERIOD OF 15 YEARS BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AS LESSOR AND THE CITY OF GLENDALE AS LESSEE TO ALLOW LESSEE TO INSTALL SUBSURFACE WELLS AND ASSOCIATED WATER PIPELINES WITHIN LESSOR'S CENTRAL SERVICE YARD FOR THE INTERIM REMEDIAL ACTION FOR THE GLENDALE NORTH AND SOUTH OPERABLE UNITS IN THE SAN FERNANDO SUPERFUND SITE.

The Honorable City Council
of the City of Los Angeles
Room 615, City Hall
200 North Main Street
Los Angeles, California 90012

(Council File No. - None)

Honorable Members:

Transmitted herewith is a proposed Lease Agreement, approved as to form and legality, by and between the Department of Recreation and Parks through its Board of Recreation and Park Commissioners ("lessor") and the city of Glendale ("lessee") for a term of fifteen (15) years.

At its meeting held on November 4, 1998, the Board of Recreation and Park Commissioners approved the proposed lease. The Board resolution (No. 9773), the draft ordinance (approved as to form and legality), and the staff report are also transmitted herewith.

The property to be leased is the Department of Recreation and Parks' Central Service Yard. The city of Glendale will have installed and thereafter maintain and operate subsurface wells and associated water pipelines within certain areas of this property. Such use of the property is necessary for the city of Glendale to operate a groundwater treatment plant and related facilities at the direction of the United States Environmental Protection Agency to remediate contaminated groundwater in and

AN EQUAL EMPLOYMENT OPPORTUNITY — AFFIRMATIVE ACTION EMPLOYER

1800 CITY HALL EAST • 200 N. MAIN STREET • LOS ANGELES, CA 90012-4131 • (213) 485-6370

The Honorable City Council
of the City of Los Angeles
Page Two (2)

around the Glendale/Griffith Park area. (This project is referred to as the Interim Remedial Action for the Glendale North and South Operable Units in the San Fernando Superfund Site.)

After the initial term of fifteen (15) years, the lease may be renewed for one additional ten (10) year term. The annual lease amount is \$8,808 which will be adjusted after the fifth and tenth years based on the Consumer Price Index. At the time of execution of the lease, Glendale will pay a total of \$60,000 which includes the first year lease amount, \$22,320 for a license fee, \$23,872 for the Department's administrative costs and \$5,000 as severance cost. At the expiration of the lease term, the lease requires Glendale to restore the property in the condition it was in prior to its use, including taking certain remediation measures with respect to the subsurface wells.

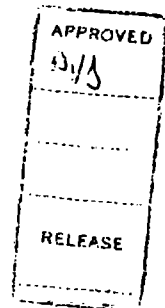
The city of Glendale as the lead agency for this project has determined that the project will not have a significant effect on the environment and has issued a mitigated negative declaration, a copy of which is attached. Mitigation measures were made a condition of the approval of the project. You should review and consider the mitigated negative declaration prior to approving the lease.

A member of this office will be available when you consider this matter to answer any questions you may have.

Very Truly Yours,

JAMES K. HAHN, City Attorney

By Marjorie Hamano Currier
Marjorie Hamano Currier
Deputy City Attorney



MHC/cm:84192

Transmittal

ORDINANCE NO. _____

An Ordinance of the City of Los Angeles approving a fifteen (15) year lease agreement between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners ("Lessor"), and the City of Glendale, a municipal corporation ("Lessee"), authorizing Lessee to install two (2) subsurface wells and associated pipelines within several sections of the Department of Recreation and Parks' Central Service Yard. Lessee has agreed to operate a groundwater treatment plant and related facilities at the direction of the United States Environmental Protection Agency (EPA) in connection with the Interim Remedial Action for the Glendale North and South Operable Units in the San Fernando Superfund Site. Pursuant to this Interim Remedial Action, Lessee will install (or cause to be installed) the improvements associated with this endeavor. Lessee will operate, monitor and maintain the improvements during the term of the lease and, upon termination, surrender possession of Lessor's property in good order, condition and repair to the reasonable satisfaction of the City.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to approval by the Board of Recreation and Park Commissioners of Resolution Number 9773 at the Commission meeting of November 4, 1998, the Council of the City of Los Angeles hereby approves, in accordance with Charter section 390, a lease agreement between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioner ("Lessor") and the City of Glendale, a municipal corporation ("Lessee"). The lease will facilitate the remediation of elevated concentrations of volatile organic compounds (VOCs) in the groundwater in and around the Glendale/Griffith Park area. There are two distinct plumes of contaminated groundwater which were identified by the EPA in 1989. The remediation methodology consists of groundwater extraction and treatment for the shallow aquifer system. Placement of the extraction wells and associated equipment on Lessor's property will facilitate the clean-up process, benefitting the entire region, and is in the best interests of the City of Los Angeles.

Section 2. The lease has an initial term of fifteen (15) years and provides for a renewal for one additional ten (10) year period. In consideration for use of Lessor's property, Lessee has agreed to pay the

following:

- \$22,320 - license fee;
 - \$23,872 - to compensate Lessor for a portion of the administrative costs associated with this project;
 - \$ 5,000 - severance costs;
 - *\$51,192 - (Sub Total)*
 - \$ 8,808 - prepayment of First Year's annual lease payment
- \$60,000 - Total payment from Lessee to Lessor at lease signing.

Additionally, annual rent for the initial five (5) year period will be \$8,808. At the end of the fifth and tenth years, the annual lease payment will be adjusted by a percentage representing the cumulative change in the Consumer Price Index (CPI) for the preceding period.

Section 3. The Lessee, acting through the Glendale Respondent's Group, LLC, is required to post a \$100,000 bond or letter of credit, acceptable to the City Attorney, and payable to the City, to ensure that the site is restored to its original condition or to a condition which is acceptable to the City upon conclusion of the lease period.

Section 4. Upon the effective date of this Ordinance, the President and Secretary of the Board of Recreation and Park Commissioners are authorized to execute the lease agreement approved by this Ordinance.

Section 5. The City Clerk shall certify to the passage of this Ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the City Council of the City of Los Angeles, at its meeting of _____.

J. MICHAEL CAREY, City Clerk

By: _____
Deputy

Approved _____

RICHARD J. RIORDAN, Mayor

Approved as to Form and Legality

Date: March 29, 1999
JAMES K. HAHN, City Attorney

By: Marjorie Hamano Currier
MARJORIE HAMANO CURRIER
Deputy City Attorney

File No: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 1999, 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
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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, Benshoof, 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.

LESSOR:

Dated _____

THE CITY OF LOS ANGELES

ATTEST:

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

City Clerk

Approved as to Form and Legality

By: _____
President

March 29, 1999
JAMES K. HAHN, City Attorney

By: _____
Secretary

By Marjorie Hamano Currier
MARJORIE HAMANO CURRIER
Deputy City Attorney

CITY:

Approved as to Form and Legality

THE CITY OF GLENDALE, a municipal
corporation

_____, 1999
VIVIEN CIENFUEGOS IDE, City Attorney

By: _____

By _____

Its: _____

(Doc. #69553)

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

LESSOR:

Dated _____

THE CITY OF LOS ANGELES

ATTEST:

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

City Clerk

Approved as to Form and Legality

By: _____
President

March 29, 1999
JAMES K. HAHN, City Attorney

By: _____
Secretary

By Marjorie Hamano Currier
MARJORIE HAMANO CURRIER
Deputy City Attorney

CITY:

Approved as to Form and Legality

THE CITY OF GLENDALE, a municipal
corporation

_____, 1999
VIVIEN CIENFUEGOS IDE, City Attorney

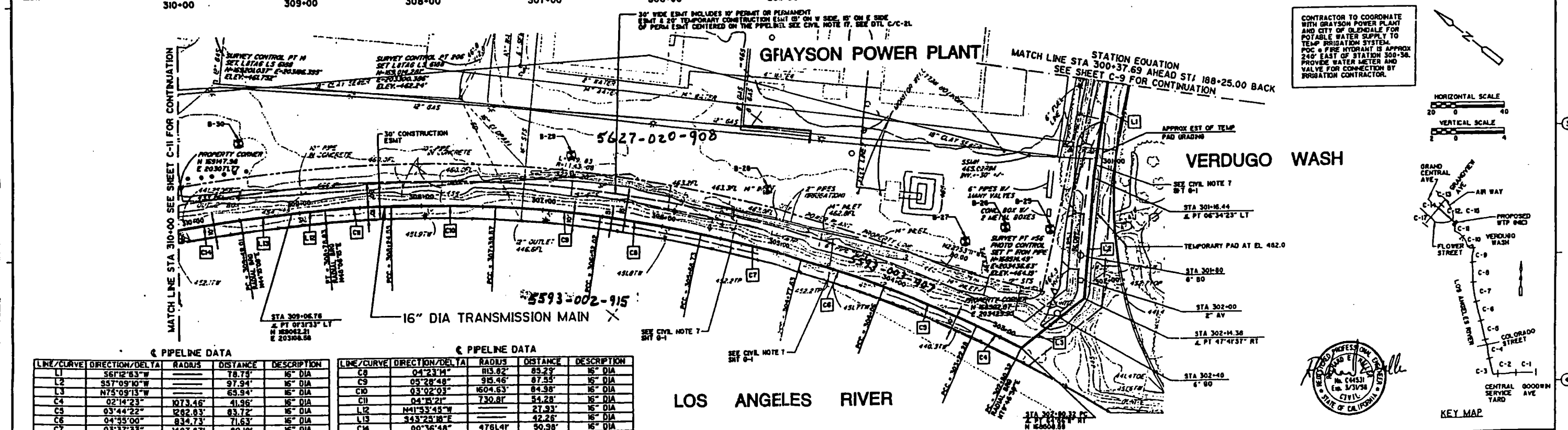
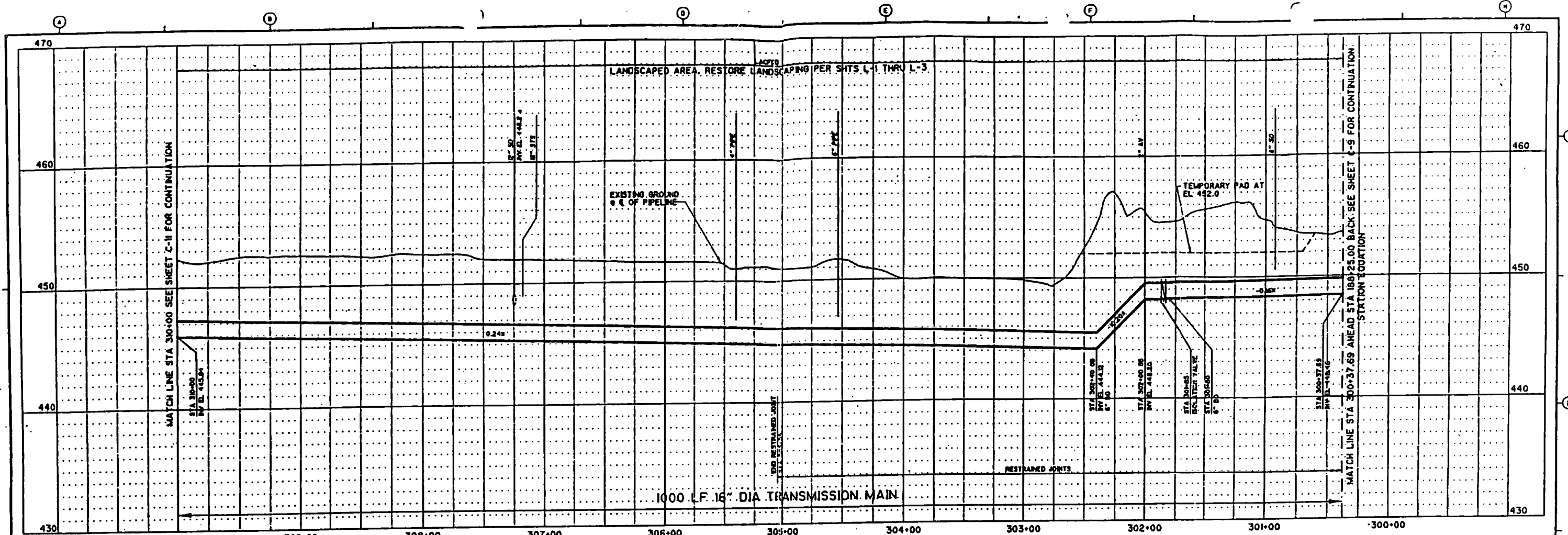
By: _____

By: _____

Its: _____

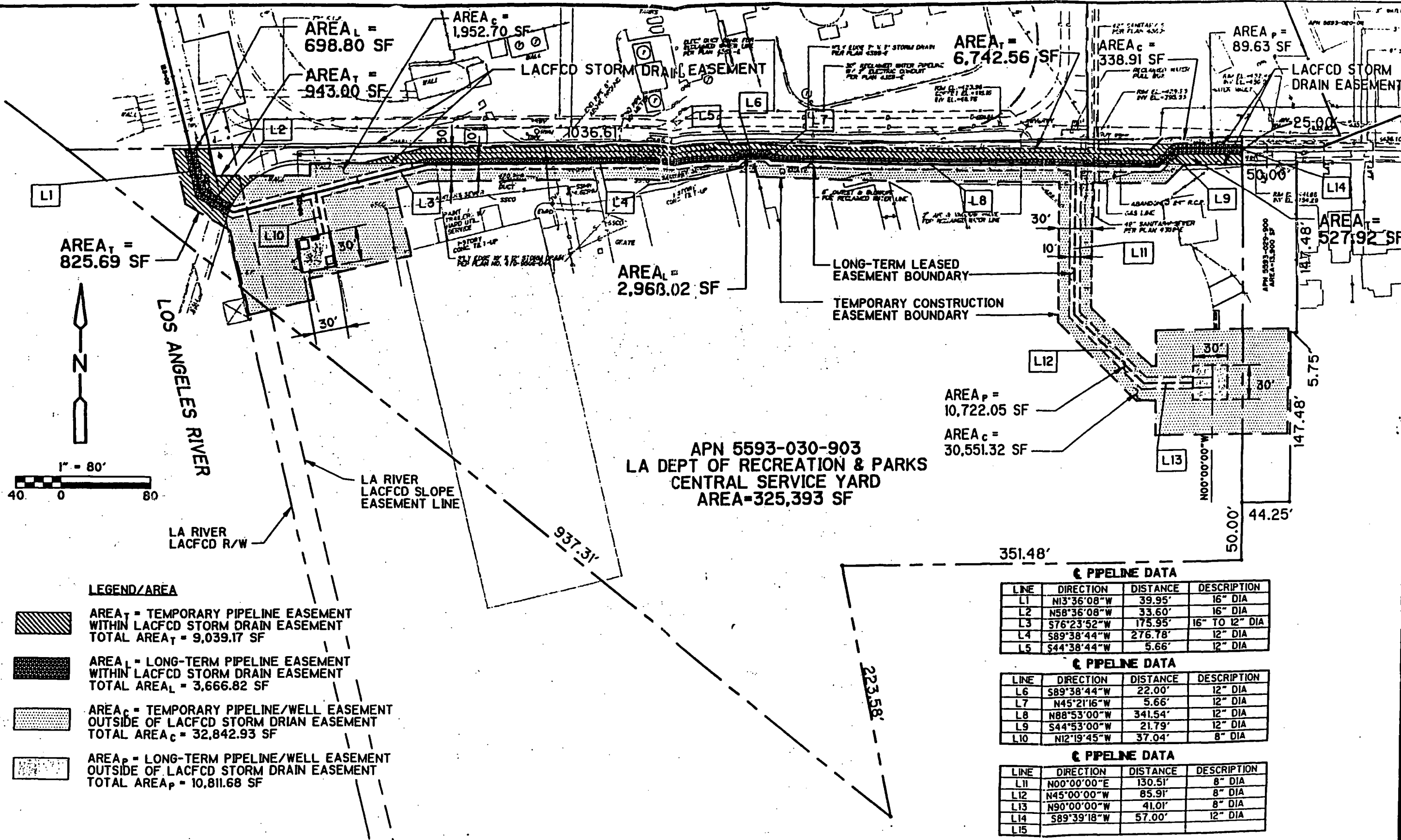
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Exhibit "A"
Improvements



CT				03 37 33				P07.87				05.10				16 DIA				C8				04 23 14				813.82				85.29				16 DIA				C9				05 28 48				915.46				87.55				16 DIA				C10				03 02 03				1604.63				84.98				16 DIA				C11				04 15 21				730.87				54.28				16 DIA				C12				04 35 00				834.73				71.63				16 DIA				C13				03 37 33				1407.87				89.10				16 DIA				C14				00 36 48				4761.47				50.38				16 DIA				C15				00 36 48				4761.47				50.38				16 DIA				C16				00 36 48				4761.47				50.38				16 DIA				C17				00 36 48				4761.47				50.38				16 DIA				C18				00 36 48				4761.47				50.38				16 DIA				C19				00 36 48				4761.47				50.38				16 DIA				C20				00 36 48				4761.47				50.38				16 DIA				C21				00 36 48				4761.47				50.38				16 DIA				C22				00 36 48				4761.47				50.38				16 DIA				C23				00 36 48				4761.47				50.38				16 DIA				C24				00 36 48				4761.47				50.38				16 DIA				C25				00 36 48				4761.47				50.38				16 DIA				C26				00 36 48				4761.47				50.38				16 DIA				C27				00 36 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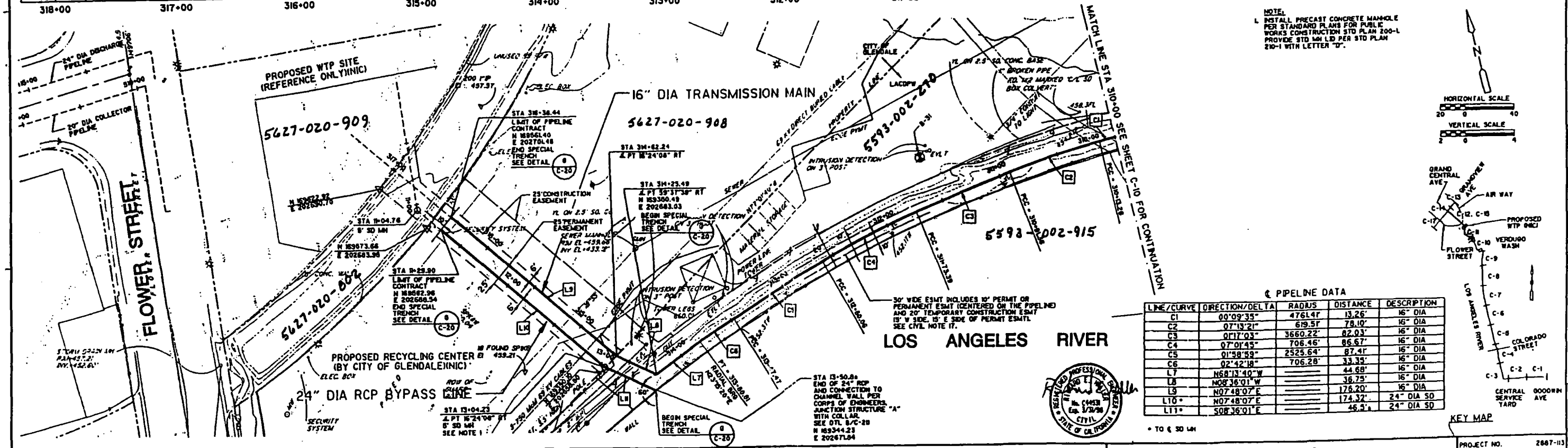
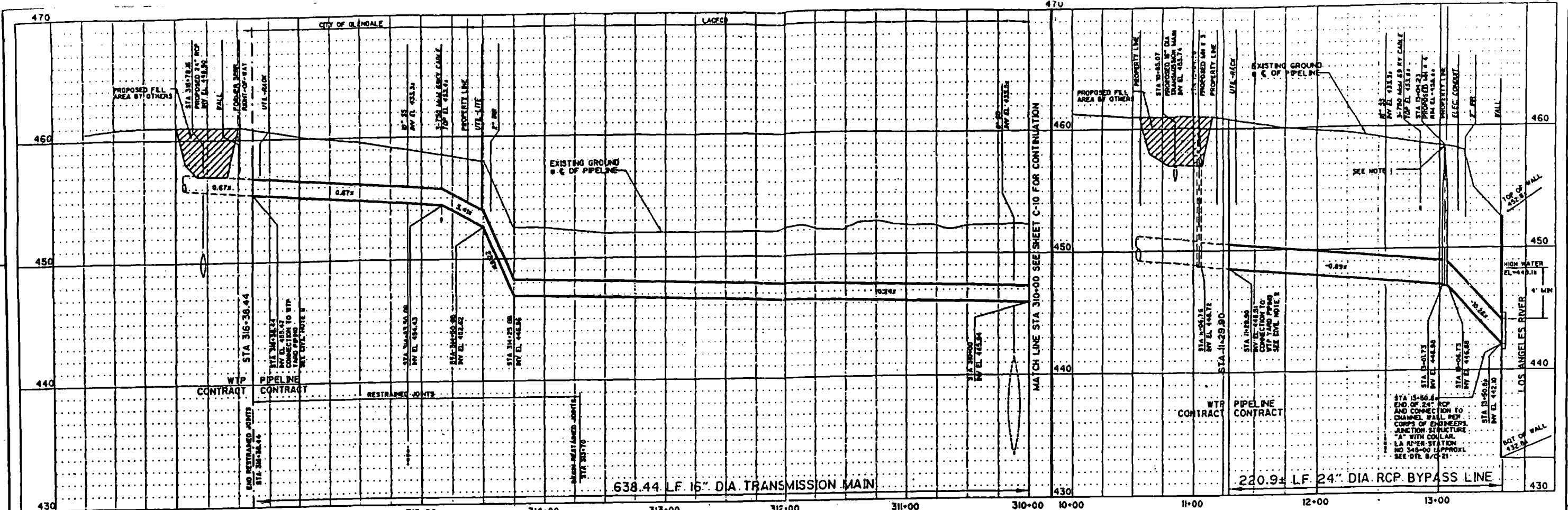


GLENDAL NORTH AND SOUTH OPERABLE UNITS
LA DEPT OF RECREATION & PARKS
CONSTRUCTION &
LONG TERM EASEMENTS

Figure No. 2

CDM

environmental engineers, scientists,
planners, & management consultants



PIPELINE DATA

LINE/CURVE	DIRECTION/DELTA	RADIUS	DISTANCE	DESCRIPTION
C1	00°09'35"	4761.47	13.26'	16" DIA
C2	07°13'21"	619.57	78.10'	16" DIA
C3	07°17'03"	3660.22	82.03'	16" DIA
C4	07°01'45"	706.46	86.67'	16" DIA
C5	01°58'59"	2525.64	87.41'	16" DIA
C6	02°42'18"	706.28	33.33'	16" DIA
L7	N68°13'40"W		44.68'	16" DIA
L8	N08°36'01"W		36.75'	16" DIA
L9	N07°48'07"E		176.20'	16" DIA
L10	N07°48'07"E		174.32'	24" DIA SD
L11	S08°36'01"E		46.51'	24" DIA SD

DESIGNED BY: CDM DRAWN BY: JF/JC CHECKED BY: JF/JC APPROVED BY: JF/JC DATE: SEPTEMBER 20, 1996	CAMP DRESSER & MCKEE INC. 2820 Island Embar Boulevard, Suite 104 Ontario, California 91764	GLENDALE RESPONDENTS GROUP GLENDALE NORTH AND SOUTH OPERABLE UNITS REMEDIAL DESIGN	PIPELINES PIPELINE PLAN/PROFILE FROM STA 310+00 TO STA 316+38.44 AND BYPASS PIPELINE	PROJECT NO. 2887-113 FILE NAME: CPMPPB11 SHEET NO. C-11
--	--	--	---	---

Exhibit "B"

Premises

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:

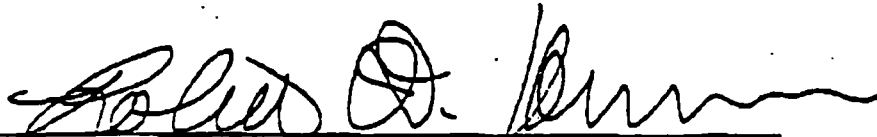
BEING A 10.00 FOOT WIDE STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

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 $89^{\circ}38'44''$ 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 $13^{\circ}24'15''$ EAST, 50.54 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE SOUTH $76^{\circ}23'52''$ WEST, 32.23 FEET; THENCE NORTH $58^{\circ}36'08''$ WEST, 15.57 FEET; THENCE NORTH $13^{\circ}29'18''$ 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 $89^{\circ}38'44''$ WEST, 44.51 FEET FROM SAID EASTERLY LINE OF SAID 40.00 FOOT WIDE SLOPE EASEMENT.

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

CONTAINING 975 SQUARE FEET, MORE OR LESS.

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



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

HENNON AND ASSOCIATES



FILE: CDM2.LGL DATE: MAY 10, 1998

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

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

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

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

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

PARCEL 2

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

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

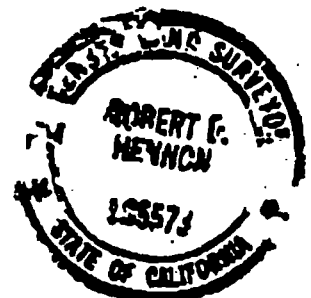
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ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-97)

HENNON AND ASSOCIATES



SHT. 1 OF 2 SHTS

SCALE: 1"=100'

0' 50' 100' 200'

SURVEY CONTROL PT. 9573
 SET PK NAIL IN AERIAL-TARGET
 N 162227.94 E 204659.18
 EI - 422.90

-SLOPE EASEMENT LINE

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

PORTION LOT 1

WATTS SUBDIVISION OF A

APN 5593-030-903

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

FD. LABN IN C.B. 9588
PAINTED "423.93"
N 162292.31
E 205078.37
423.89

$\frac{162272.070}{205138.981}$
 $\frac{162276.097}{205142.958}$
 $\frac{162276.233}{205184.938}$
 $\frac{162272.255}{205221.916}$

S44°38'44"W 5.86'
 S89°38'44"W 22.00'
 N45°21'16"W 5.66'

- SURVEY CONTROL PT. 9596, SET
L&T IN NW COR. CONC. PAD
AT W'LY DOOR
N 162252.82 E 205074.98
EI 425.33

M.R. 5/200-201

**TRUE
POINT OF BEGINNING
PARCEL 2
PARCEL 2 AREA -
48 SQ. FT.**

DETAIL
NOT TO SCALE

162290.929
205548.777

162281.178
205548.836

N89°38'44"E

162281.040
205525.840

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

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

FD. I&T IN CB
9424
N 162278.22
E 205609.80
EI 437.89

FD. L&T IN USE OF L&SPK.
PER CFB 162-205-126
N 162292.19 E 205764.79
EL: 440.59

PARCEL 1 POINT OF BEGINNING

C/L PROLONGATION OF GOODWIN AVENUE

DATE: JUNE 4, 1998

THOM. CDE: 584 C-6

FILE: G-4.DWG

PROJECT NO: 1335

HENNON

and Associates

SURVEYING - ENGINEERING - PLANNING

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

FAX: (818) 790-0192

ATTACHMENT "A"

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HORIZONTAL DATUM:

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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

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FAX: (818)790-0192

LEGAL DESCRIPTION

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

PIPELINE

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PARCEL 1

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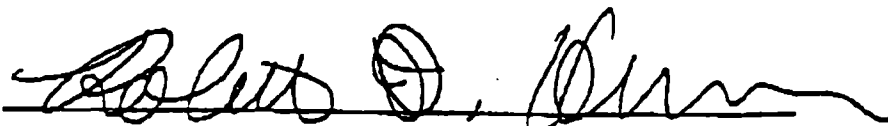
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ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-97)

HENNON AND ASSOCIATES



SHT. 1 OF 2 SHTS



ATTACHMENT 'A'

BURDENED PROPERTY:

APN 5593-030-903

SLOPE EASEMENT LINE

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

FD. L&BN IN C.B. 9588
PAINTED "423.93"
N 162292.31
E 205078.37
EI 423.89

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

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

FD. L&T IN L&SPK
PER CFB 162-205-126
N 162292.19 E 205764.79
EI 440.59

162290.929
205548.777

162281.178
205548.838

162281.040
205525.840

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

FD. L&T IN CB
9424
N 162278.22
E 205609.80
EI 437.89

SURVEY CONTROL PT. 9596, SET
L&T IN NW COR. CONC. PAD
AT W'LY DOOR
N 162252.82 E 205074.98
EI 425.33

M.R. 5/200-201

PORTION LOT 1
WATTS SUBDIVISION OF A PART OF
THE RANCHO SAN RAFAEL

APN 5593-030-903

SCALE: 1"=100'

0' 50' 100' 200'

SURVEY CONTROL PT. 9579
SET PK NAIL IN AERIAL TARGET
N 162227.94 E 204669.18
EI 422.90

DATE: JUNE 4, 1998
THOM. GDE: 584 C-6
FILE: G-4.DWG
PROJECT NO: 1335

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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 $76^{\circ}23'14''$ 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 $76^{\circ}23'14''$ WEST, 27.01 FEET; THENCE LEAVING SAID LINE SOUTH $8^{\circ}36'01''$ 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 $19^{\circ}51'32''$ EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $0^{\circ}40'34''$ AN ARC LENGTH OF 13.83 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING AT SAID POINT BEARS NORTH $20^{\circ}32'06''$ EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE ALONG SAID NONTANGENT LINE NORTH $8^{\circ}36'01''$ WEST, 6.45 FEET; THENCE SOUTH $68^{\circ}13'40''$ EAST, 9.08 FEET TO A POINT ON A LINE PASSING THROUGH SAID DESIGNATED POINT 'A' HAVING A BEARING OF NORTH $21^{\circ}46'20''$ EAST; THENCE ALONG SAID LINE NORTH $21^{\circ}46'20''$ EAST, 5.00 FEET TO SAID DESIGNATED POINT 'A'.

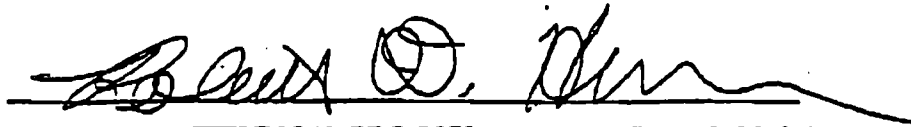
THE HEREIN DESCRIBED PARCEL 2 EASEMENT CONTAINS 614 SQUARE FEET, MORE OR LESS.

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

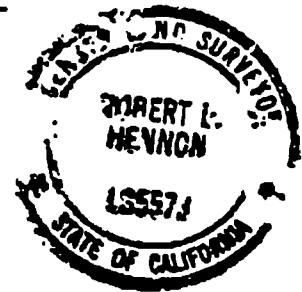


ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-01)

HENNON AND ASSOCIATES

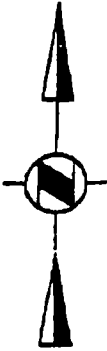
FILE: CDM5 LGL

DATE: JUNE 8, 1998



SCALE: 1"=30'

0' 15' 30' 60'



ATTACHMENT 'A'

BURDENED PROPERTY:

APN ~~5527~~-002-915

SHT. 1 OF 6 SHTS

5593 PORTION LOT 6

VERDUGO WASH

RADIAL
N37°32'38"W

168408.398
203721.449

APN 5593-004-908

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

APN 5593-004-909
N 168357.70
E 203679.83
E 451.35

PORTION LOT 6

M.B. 15-162/163

TRACT NO. 646

PT OF
COMMENCEMENT
MOST E'LY CORNER LOT 6,
TR 646, MB 15-162/163
(SEE CSB 2735-1)

LOS ANGELES RIVER

SOUTHWEST CORNER OF CITY OF LOS ANGELES
& CITY OF GLENDALE COMMON BOUNDARY PER
CAL-TRANS MAP NO. F1162, PG 1.

SOUTHERLY LINE OF CITY OF GLENDALE PER
CAL-TRANS MAP NO. F1162, PG 1.

CITY OF GLENDALE
BOUNDARY LINE

RANCHO LINE ADOPTED BY
LA CO. ENGR. 4/7/81 PER CSB 2735-1

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

HENNON
and Associates
SURVEYING - ENGINEERING - PLANNING

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

SCALE: 1"=30'

0' 15' 30' 60'



PORTION LOT 6

ATTACHMENT 'A'

BURDENED PROPERTY:

APN 5547-002-915

N'LY LINE OF DEED
O.R. 11710-128

SHT. 2 OF 6 SHTS

APN 5593-003-907

168523.68'
203667.73'

N64°55'35"E
320.13'

529.35'

N61°20'28"E
RADIAL

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

127.17'
N24°59'08"W

PORTION LOT 6

62.38
555°55'51"W
N 168435.74
E 203758.47

VERDUGO WASH

RADIAL
N37°32'38"W

168408.398
203721.449

L=46.02'
R=900.00'
Δ=2°55'47"

RADIAL
N34°36'51"W

APN 5593-004-908

PORTION LOT 6

203.18

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

APN 5593-004-909

N 168346.28
E 203701.00

44.77'

S64°56'00"W
168365.249
203741.556

N24°59'08"W 225.43'

TRACT NO. 646

M.B. 15-162/163

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

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

HENNON
and Associates
SURVEYING - ENGINEERING - PLANNING

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

ATTACHMENT 'A'

BURDENED PROPERTY:

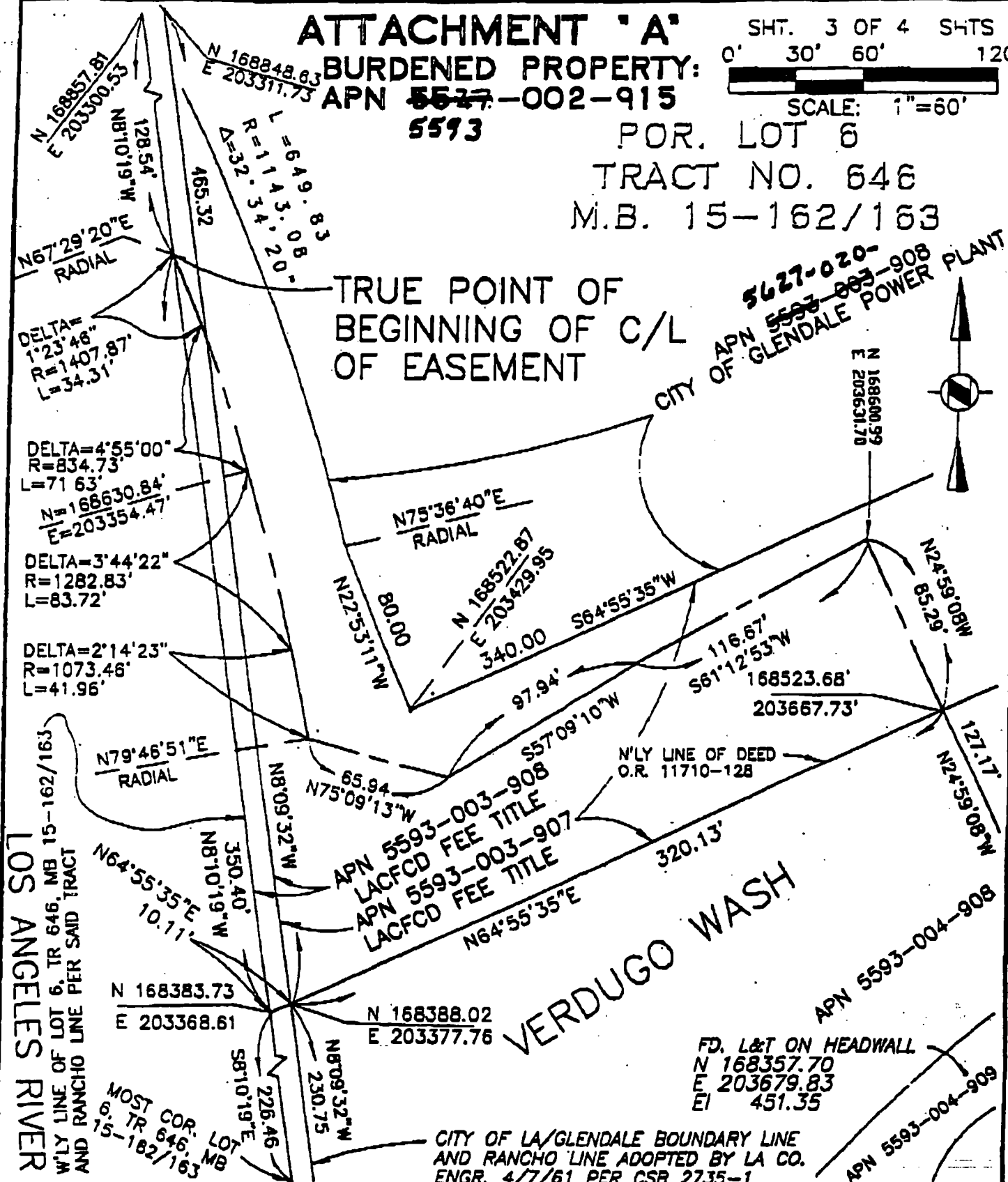
APN ~~5527~~-002-915
5593

SHT. 3 OF 4 SHTS
0' 30' 60' 120'
SCALE: 1"=60'

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

TRUE POINT OF
BEGINNING OF C/L
OF EASEMENT

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



DATE: JUNE 4, 1998
THOM. GDE: 584 B-3
FILE: G-31-4.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

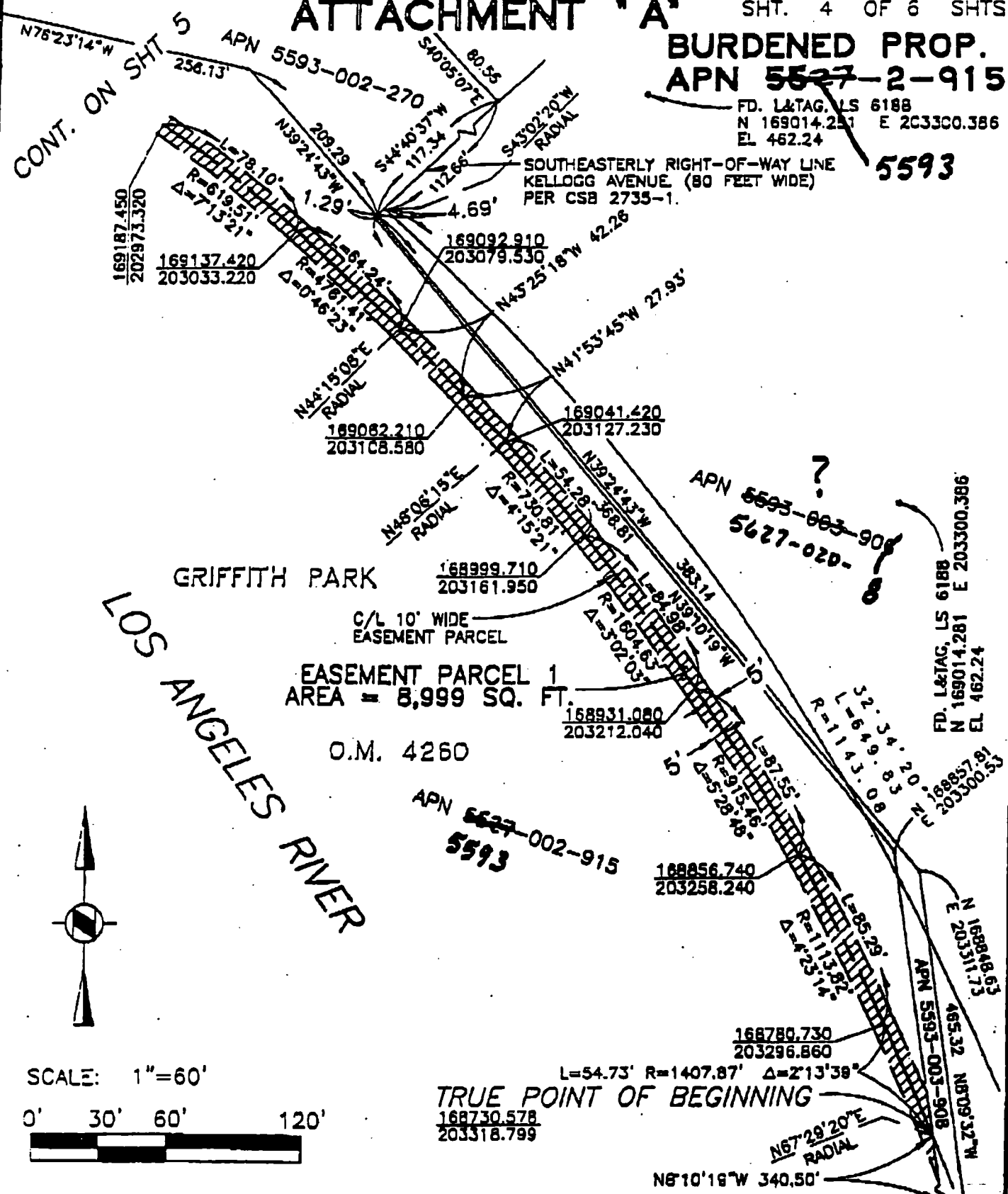
ATTACHMENT 'A'

SHT. 4 OF 6 SHTS

BURDENED PROP.
APN 5527-2-915

FD. L&TAG, LS 6188
N 169014.281 E 203300.386
EL 462.24

5593



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

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

SHT. 6 OF 6 SHTS

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: 1335

HENNON**and Associates**

SURVEYING - ENGINEERING - PLANNING

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

FAX: (818)790-0192

LEGAL DESCRIPTION

**PIPELINE APN ~~5627~~-002-270
5593**

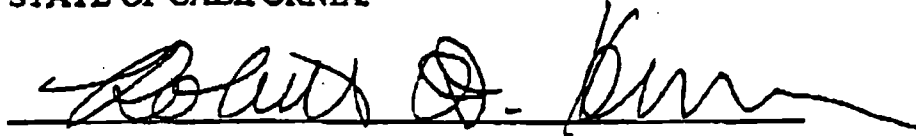
THOSE PORTIONS OF THE RANCHO SAN RAFAEL IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER CLERK FILE MAP NO. 61, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF THE MARIA SEPULVEDA DE SANCHEZ 212-3/100 ACRES, AS DEPICTED HEREON AS ATTACHMENT "A",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

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.



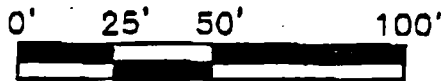
ROBERT D. HENNON, PLS 5573 (LIC. EXPIRES 9-30-01)

HENNON AND ASSOCIATES

FILE: CDM8LGL DATE: JUNE 4, 1998



SCALE: 1"=50'



ATTACHMENT 'A'

SHT. 1 OF 2 SHTS

BURDENED PROPERTY
APN 5593-002-270

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



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

RANCHO LOS FELIS
APN 5593-002-001

GRIFITH PARK
O.M. 4260

LOS ANGELES RIVER

AREA =
467 SQ. FT.

N8°36'01"W
13.86'
N76°23'14"W
27.01'

18.96'
S8°36'01"E

N76°23'14"W
241.35'

133.67
N76°23'14"W
31.17'

N 169437.87
E 202455.94

660.01
208.31
169386.695
202658.334

N7°48'07"E 4.48'
169391.112
202658.933
N77°01'40"W
25.94'
168385.380
202683.821

TRUE POINT
OF BEGINNING

APN 5627-020-908

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

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

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

N 169289.72
E 203098.11

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

SOUTHEASTERLY LINE (AND ITS
SOUTHWESTERLY PROLONGATION) OF
KELLOG 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)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:

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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
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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

ATTEST:

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

City Clerk

Approved as to Form and Legality

By: _____
President

March 29, 1998
JAMES K. HAHN, City Attorney

By: _____
Secretary

By Marjorie Hamano
MARJORIE HAMANO CURRIER
Deputy City Attorney

GROUP

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 (R 10 91)

SUBMIT IN DUPLICATE

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

1. PRODUCER

Telephone _____

4. NAMED INSURED

5. POLICY INFORMATION:

Carrier: _____

Policy No.: _____

Policy Period: _____

 COVERAGE TRIGGER (check one): ☐ Occurrence ☐ Claims Made
 Check ☐ if LOSS ADJUSTMENT EXPENSE is included in Limits
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)

9. COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

☐ PREMISES/OPERATIONS☐ UNDERGROUND & COLLAPSE HAZARD☐ PRODUCTS/COMPLETED OPERATIONS☐ CONTRACTUAL☐ INDEPENDENT CONTRACTORS

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

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 90012-4100. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium.

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

ENDORSEMENT HOLDER

16. CITY DEPARTMENT/BUREAU

17. AUTHORIZED

REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

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

Telephone: () _____

Date Signed _____

RESOLUTION NO. 9773

WHEREAS, groundwater contamination has been detected in the San Fernando Valley, posing a potential health hazard to residents of the City of Los Angeles; and,

WHEREAS, the Environmental Protection Agency (EPA) has identified elevated concentrations of Volatile Organic Compounds (VOCs) in the Griffith Park/Glendale area, specifically noting two distinct plumes of contamination; and,

WHEREAS, the EPA studied alternate methods for groundwater clean-up and selected a remedy which involves the placement of extraction wells and associated pipelines at various locations throughout the area which will be used for extracting and transporting contaminated water from the shallow aquifer to the City of Glendale's water treatment facility; and,

WHEREAS, the Department of Recreation and Parks is the owner of that property commonly known as the Department's Central Service Yard (CSY), located at 3900 Chevy Chase Drive, which also serves as the headquarters for the Griffith/Metro Region; and

WHEREAS, in furtherance of the groundwater cleanup process, the City of Glendale, a municipal corporation (hereinafter referred to as "Lessee"), is desirous of entering into a lease with the City of Los Angeles, a municipal corporation (hereinafter referred to as "Lessor") for a period of fifteen (15) years to utilize a portion of the CSY property to install two (2) subsurface wells and associated pipelines, the design and location of which has been approved by the staff of the Griffith/Metro Region; and,

WHEREAS, Charter Section 170(b)(3) allows for the leasing of Department owned property to other governmental entities for purposes which serve the interests of the general public and are consistent with public park purposes; and,

WHEREAS, the Board of Recreation and Park Commissioners opines that the best interests of the public will be served by leasing a portion of the CSY for the purposes noted above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and Park Commissioners (Board) of the City of Los Angeles:

1. Pursuant to Section 170(b)(3) of the Charter of the City of Los Angeles, the Board finds and determines that the public interest, convenience and necessity requires the leasing of a small portion of the CSY to Lessee for the installation, operation, monitoring and maintenance of the extraction wells and associated pipelines.
2. The lease has an initial term of fifteen (15) years and provides for a renewal for one additional ten (10) year period.

3. In consideration for granting this lease to Lessee, Lessee has agreed to pay Lessor:

- (a) \$22,230 - license fee
- (b) \$23,872 - to compensate Lessor for a portion of the administrative costs associated with this project
- (c) \$ 5,000 - severance
- (d) \$ 8,808 - prepaid annual lease payment for Year I

\$60,000 - Total Payment from Lessee to Lessor at signing

4. As further consideration for granting this lease, Lessee has agreed to pay Lessor \$8,808 per year for years II - V. At the conclusion of years V and X, the annual lease payment for subsequent periods will be adjusted by a percentage representing the cumulative change in the Consumer Price Index (CPI) for the preceding period.

5. The President and Secretary of the Board are authorized to execute said lease agreement for the subject property.

BE IT FURTHER RESOLVED that a copy of this Resolution is ordered published in a daily newspaper of general circulation; and

BE IT FURTHER RESOLVED that the Secretary be and is hereby authorized to request that the City Attorney of the City of Los Angeles transmit this Resolution and the Ordinance which accompanies it to the City Council for approval.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on November 4, 1998 (BR 464-98).


SAUNDRA L. GANDOLFO, Secretary

Resolution No. 9773

REPORT OF GENERAL MANAGER

NO. 464-98

DATE November 4, 1998

CD 4

BOARD OF RECREATION AND PARK COMMISSIONERS

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

G. Stigile _____
J. Zatorski _____
S. Klippel _____
A. Kerman _____

P. Bryant _____
M. Whelan _____
J. Duggan _____
*R. Fitzpatrick AD

Richard A. Longhore
Interim General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve the draft ordinance (on file in the Board Office) and the proposed fifteen (15) year lease agreement with the City of Glendale (on file in the Board Office), including the compensation package for the Department which includes a permit fee, administrative cost reimbursement, consideration for severance and annual lease payments;
2. In accordance with Executive Directive No. 16, forward the proposed ordinance and lease agreement to the Mayor and, concurrently, to the City Attorney for review as to form and legality; and, request that the City Attorney expedite the processing of the ordinance and lease agreement through City Council;
3. Upon receipt of the necessary approvals by the City Council and the Mayor, authorize the Board President and Secretary to execute the lease agreement; and,
4. Authorize the General Manager to issue a Right-of-Entry permit to the City of Glendale to install and/or construct transmission pipelines, extraction wells and monitoring wells in accordance with plans as detailed in the lease and permit documents and the exhibits or attachments thereto.

SUMMARY:

Groundwater contamination in the San Fernando Valley had been suspected for many years and its presence was verified in 1979. During the ensuing years, various public and private entities,

REPORT OF GENERAL MANAGER

PG. 2

No. 464-98

including the City of Los Angeles, have been actively engaged in seeking creative solutions to address this very serious situation.

In 1989, the Environmental Protection Agency (EPA) identified elevated concentrations of Volatile Organic Compounds (VOCs) in the groundwater in and around the Glendale / Griffith Park area. Further investigation revealed two distinct plumes of contamination (Glendale North Plume; Glendale South Plume) and the EPA initiated studies to evaluate alternative methodologies for groundwater clean-up in what is now known as the Glendale Study Area (GSA).

In 1993, the EPA selected a cleanup remedy for these plumes of groundwater contamination in the GSA portion of the San Fernando Valley Superfund site. The proposed remedy will consist of groundwater extraction and treatment for the shallow aquifer system. As part of this process, the EPA identified specific sites in the superfund area at which they recommended placement of extraction and monitoring wells. One of these sites is at the Department's Central Service Yard which also serves as headquarters for the Griffith/Metro Region.

The groundwater toxic remediation will be conducted by the City of Glendale, a municipal corporation ("City") and by the Glendale Respondents Group, LLC, acting on behalf of the City, and will consist of the installation of two (2) subsurface wells and associated pipelines within several sections of our Central Service Yard. The locations of the below surface wells and pipelines have been reviewed and approved by staff of the Griffith/Metro Region.

The initial term of the lease will be fifteen (15) years, with the option to renew for an additional ten (10) year period. The lease period shall commence upon approval and execution by the City of Los Angeles, acting through its Board of Recreation and Parks Commissioners, and the City of Glendale. On or about the time the lease is executed, the Department will issue a Right-of-Entry permit authorizing the installation of the wells and associated pipelines.

As consideration for this lease agreement, the City of Glendale has agreed to pay the following at lease signing:

- \$22,320 - license fee
- \$23,872 - to compensate the Department for a portion of the administrative costs associated with this project
- \$ 5,000 - severance costs
- \$51,192 - (Sub Total)
- \$ 8,808 - prepayment of first year's annual lease payment
- \$60,000 - TOTAL COMPENSATION AT SIGNING

The annual rent for the initial five (5) years of this lease will be \$8,808. At the end of the fifth and tenth years, the annual lease payment will be adjusted by a percentage which represents the

REPORT OF GENERAL MANAGER

PG. 3

No. 464-98

cumulative change in the Consumer Price Index (CPI). At the conclusion of the 15 year period, the Department will have received approximately \$183,312 plus adjustments for changes in the CPI.

The basis for the compensation package included an appraisal of the leased property prepared by a private independent appraiser. The appraisal report and annual lease rental values were reviewed by the Department of General Services, Asset Management Division, and negotiated with the Glendale Respondents Group, acting on behalf of the City of Glendale. The City Attorney's office was also involved in this process and has reviewed and approved the proposed lease.

The City of Glendale and the Glendale Respondents Group, LLC, or its successor entity/entities, will be required to post a \$100,000 bond or letter of credit, acceptable to the City Attorney, and payable to the City of Los Angeles, to ensure that the site is cleaned-up and returned to its original condition (or to a condition which is acceptable to the City and the Department) at the conclusion of the water remediation process.

Councilmember John Ferraro, CD 4, and the Assistant General Manager, Griffith/Metro Region, support this effort and concur with staff's recommendations.

CITY OF **Glendale**
CALIFORNIA

141 North Glendale Ave., 4th Level, Glendale, CA 91208-4496
PUBLIC SERVICE - Water Department



FACSIMILE TRANSMITTAL

FAX Telephone: (818) 552-2852

DATE:

5/5

TO:

M. CURRIER

COMPANY:

L.A. CITY ATTORNEY OFFICE

FAX:

213-237-0399

FROM:

DONALD FROELICH

Water Services Administrator

If you do not receive any page(s) legibly, please call me at: (818) 548-2137

Total number of page(s) you should receive: ##. This DOES NOT INCLUDE this Cover Sheet.

NOTE:

THE ENVIRONMENTAL DOCUMENTATION
WE DISCUSSED. ALSO, THE CERCLA
LAWS ALSO ADDRESSES THE ENVIRONMENTAL
DOCUMENTATION REQUIREMENTS. SEE ATTACHED
SHEET PLAN AND THE REPORT

THANKS

DN



NOTICE OF DETERMINATION

TO: ☒ L.A. County Clerk
 Business & Filing Dept. #1101
 12400 E. Imperial Hwy.
 Norwalk, CA 90650

State Clearinghouse
 Office of Planning and Research
 1400 Tenth Street Room 121
 Sacramento, CA 95814

FROM: City of Glendale
 633 E. Broadway Rm. 103
 Glendale, CA 91206-4386
 (818) 548-2140

The following Notice of Determination has been prepared in accordance with the California Environmental Quality Act of 1970 as amended, the State Guidelines, and the Environmental Guidelines of the City of Glendale. Filing of this notice starts a 30-day statute of limitations on court challenges to project approval (Public Resources Code Sec. 21167).

DEC 23 1997

Project Title/Common Name: EIF No. 96-11, Groundwater Treatment Facility
 Jeff Hamilton, Planning Associate

State Clearinghouse Number (If submitted to Clearinghouse) _____
 Lead Agency Contact Person _____
 Area Code/Telephone/Extension _____

Project Type: ☒ Private Project ☐ Public Project

Project Location: The south side of the 800 block of Flower Street, Glendale, Los Angeles County

Project Description: The equipment, processes and facilities necessary to extract, combine, treat, blend, and transmit a maximum of 5,000 gpm of groundwater from the San Fernando Valley Groundwater Basin.

Decision-Making Body of Lead Agency: City Council

This is to advise that the City of Glendale as Lead Agency has approved the above described project on November 25, 1997 and has made the following determinations regarding the project:

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of approval of the project.
4. Findings [☐ were ☒ were not] made pursuant to the provisions of CEQA.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project

This is to certify that the final [☒ Negative Declaration ☐ Environmental Impact Report] with comments and responses and record of project approval is available to the General Public at:

City of Glendale, 633 E. Broadway Rm. 103, Glendale, CA 91206-4386 Phone (818) 548-2140

Contact Person: John W. McKenna
 Environmental and Planning Board, City of Glendale

Jeff Hamilton
 Jeff Hamilton, Planning Associate

12/19/97
 Date

Date received for filing and posting at OPR:

THIS NOTICE WAS POSTED

ON DEC 23 1997

UNTIL JAN 22 1998

97069491

EIF 96-11

Mitigation Measures**A EARTH**

Item 2 Dust control methods consistent with Rule 403 of the South Coast Air Quality Management District shall be employed during grading activities to reduce the creation of dust.

Monitoring Action: Site inspection
Timing: During grading
Responsibility: Director of Public Works

Item 7 Construction techniques specified in the geotechnical report shall be employed to control the potential for structural failure due to liquefaction.

Monitoring Action: Site inspection
Timing: During grading activities
Responsibility: Director of Public Works

B AIR

Items 1-3 Obtain necessary SCAQMD permit(s), or, if not required, comply with all applicable substantive requirements of the SCAQMD.

Monitoring Action: Submit copy of permit(s) if applicable
Timing: Prior to completion of project
Responsibility: Director of Public Works

G LIGHT AND GLARE

Hood and/or direct all onsite lighting to prevent offsite glare.

Monitoring Action: Site inspection
Timing: Prior to completion of project
Responsibility: Director of Public Works

J RISK OF UPSET

Comply with all federal, state and other applicable laws for storage, handling and treatment of hazardous waste.

Monitoring Action: Ongoing inspections
Timing: Prior to completion of project
Responsibility: EPA, DHS, DOT, Fire Division (ongoing inspections)

R AESTHETICS

a) The 10-foot tall slumpstone block wall to be installed along Flower Street shall either be painted or treated to control graffiti.

Monitoring Action: Site inspection

Timing: Prior to completion of project

Responsibility: Director of Public Works

b) A planter a minimum of 2 feet wide shall be constructed adjacent to the slumpstone wall on the street side along Flower Street. At least 4 four-foot square tree wells will also be installed along Flower Street beyond the planter. Groundcover and trees shall be planted to adequately screen the tanks, wall and buildings within 5 years of planting. The landscaping shall be provided with a suitable irrigation system.

Monitoring Action: Site inspection

Timing: Prior to completion of project

Responsibility: Director of Public Works

c) The exterior of the tanks and the walls of the buildings shall be painted a neutral, absorbent color to minimize the visual impacts of the structures.

Monitoring Action: Site inspection

Timing: Prior to completion of project

Responsibility: Director of Public Works

ORIGINAL REC'D

AUG 09 1996

PUBLIC NOTICE

CITY OF GLENDALE

COUNTY CLERK

BY QCS DEPUTYPROPOSED NEGATIVE DECLARATION
ENVIRONMENTAL INFORMATION FORM/INITIAL STUDY NO. 96-11

NOTICE IS HEREBY GIVEN:

The Environmental and Planning Board and Planning Division, after having conducted an Initial Study, have prepared a proposed Negative Declaration for the following project:

Groundwater Treatment Facility: the equipment, processes, and facilities necessary to extract, combine, treat, blend, and transmit a maximum of 5,000 gpm of groundwater from the San Fernando Valley Groundwater Basin

The project is located at: the south side of the 800 Block of Flower Street

The proposed Negative Declaration and all documents referenced therein are available for review in the Planning Division office, Room 103 of the Municipal Services Building, 633 East Broadway, Glendale, CA 91206-4386, or in the Public Service Division office, 141 N. Glendale Ave., Glendale, CA 91206-4496. Information on public hearings or meetings for the proposed project can be obtained from the Planning Division at 818-548-2140.

Written comments may be submitted to the Planning Division office for a period of thirty (30) days after publication of this notice.

Date: August 2, 1996

John W. McKenna, Secretary
Environmental and Planning Board

Published: _____

**GLENDALE NORTH AND SOUTH OU IRA
"TALKING POINTS" ON
INFORMATION REQUIRED TO COMPLETE WORK PLAN TO MEET THE
REQUIREMENTS OF DHS GUIDANCE FOR DIRECT DOMESTIC USE OF EXTREMELY
IMPAIRED SOURCES**

TASK 1 - SOURCE WATER ASSESSMENT

DHS Goal: To determine the extent to which the aquifer is vulnerable to contaminating activities in the area.

Sub-task 1.1 Delineation of the Source Water Capture Zone

1.1.1 Hydrogeological description of Glendale study area.

This would consist of summarizing the hydrogeology from both the CRDR and the PFDR.

1.1.2 Characterization of aquifer water quality

VOC water quality plots presented in CRDR would be used again. CDM and EPA plume interpretations from PFDR will be presented. Water quality analyses from the Respondents September, 1997 groundwater sampling event (including 1,4 dioxane, MTBE, perchlorate) will be tabulated and presented

1.1.3 Present the 12-year capture zone analysis for selected option (Alt. 3) presented in the PFDR. An analysis for the individual wells will not be prepared.

Sub-task 1.2 Identification of Contaminant Sources

A list and locations of all the Potential Responsible Parties will be provided with a map showing each facility location. A list of contaminants detected to date in the groundwater will be compiled from the most recent EPA electronic database. (Note: we are not reviewing every source)

TASK 2 - FULL CHARACTERIZATION OF THE RAW WATER QUALITY

DHS Goal: To fully characterize the raw water quality and to anticipate nontarget constituents that may occur in the source water, so the appropriate level of monitoring and treatment can be determined.

TASK 7 CEQA REVIEW OF THE PROJECT

DHS Goal: Project to obtain environmental clearance and have public input and review.

Sub-task 7.1 EPA to Provide DHS Information on CEQA Exemption for CERCLA projects

EPA to provide DHS legal basis for CERCLA project exemption. No CEQA review to be performed. Note that City may want to do a CEQA review of the project. They had stated this in the past.

TASK 8 SUBMITTAL OF PERMIT APPLICATION

DHS Goal: City to submit permit application, including all information requested under Tasks 1-7. The City Council will have to pass a resolution approving the permit application.

Sub-task 8.1 Prepare Permit Application to Operate

Assemble information developed in Task 1 through 7, and complete the permit application form for review and approval by the City Council.

TASK 9 PUBLIC HEARING

DHS Goal: Have public review and input from Glendale water consumers on the use of an extremely impaired source for their potable water supply.

Sub-task 9.1 Prepare for and Attend Public Hearing

Support the City and DHS at the hearing on the project. Prepare visual aids and handouts, if required. Prepare a plain English (and Armenian?) summary of the permitting studies and application.

TASK 10 DHS REVIEW OF PERMIT

DHS Goal: Review and approve permit.

Sub-task 10.1 Respond to Questions from DHS

Respond to DHS questions, attend review meetings, and provide additional clarifications as required, during the DHS review of the permit.