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Antonio R. Villaraigosa

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Board of Harbor
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Geraldine Knatz, Ph.D.

Executive Director

December 28, 2010

Honorable Members of the
City Council of the
City of Los Angeles

CD No. 15

Attention: Mr. Adam Lid, City Clerk's Office

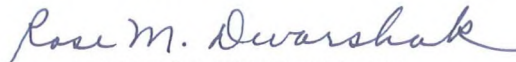
SUBJECT: CHARTER SECTION 606 – PROPOSED LICENSE AGREEMENT
FROM THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND
THE PORT OF LONG BEACH TO THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY – LAHD NO. 70062

Transmitted herewith, pursuant to Charter Section 606 of the City Charter, is a copy of a Board report, assigned Resolution No. 10-7015, approving the proposed License Agreement from the Los Angeles Harbor Department and the Port of Long Beach to the Alameda Corridor Transportation Authority for maintenance and repair of street traffic lights and landscape improvements.

RECOMMENDATION:

The City Council, subject to approval of the Mayor, approve proposed License Agreement No. 10-2907, between the City of Los Angeles Harbor Department and the Port of Long Beach and the Alameda Corridor Transportation Authority, for the maintenance and repair of street traffic lights and landscape improvements, and return to the Board of Harbor Commissioners for further processing.

Respectfully submitted,


ROSE M. DWORSHAK
Commission Secretary

cc: Trade, Commerce & Tourism Committee
Councilwoman Hahn, encs.
Councilman Rosendahl, encs.
Councilman LaBonge, encs.
Legislative Representative, encs.
Christine Yee Hollis, CLA, encs.
Jenny Chavez, CD 15, encs.
Alvin Newman, CAO, encs.

RECOMMENDATION APPROVED;
RESOLUTION NO. 10-7015 ADOPTED AND;
AGREEMENT NO. 10-2907 APPROVED
BY THE BOARD OF HARBOR COMMISSIONERS



Executive Director's
Report to the

Board of Harbor Commissioners

October 7, 2010

Rose M. Quarsah
SECRETARY

DATE: SEPTEMBER 23, 2010

FROM: REAL ESTATE DIVISION

SUBJECT: RESOLUTION NO. 10-7015 – PROPOSED LICENSE AGREEMENT FROM THE LOS ANGELES HARBOR DEPARTMENT AND THE PORT OF LONG BEACH TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY – LAHD NO. 70062

SUMMARY:

In March 2000, the Alameda Corridor Transportation Authority (ACTA) entered into a Memorandum of Understanding (MOU) with the County of Los Angeles (County) in order to facilitate the design and construction of the Alameda Corridor. The MOU required the relocation of County street and landscape improvements necessary to accommodate the Alameda Corridor Project. The relocated improvements are located on property jointly owned by the City of Los Angeles Harbor Department (Harbor Department) and the Port of Long Beach (POLB). The MOU requires ACTA to provide the County the property rights necessary for the County to operate and maintain all such relocated improvements.

The proposed License Agreement among ACTA, the Harbor Department, and POLB provides ACTA license rights for the surface premises located along the southwesterly side of Alameda Street, between Florence Avenue and Santa Ana Boulevard, within the railroad right-of-way (ROW). The proposed License Agreement has a 30-year term, no permit fee, is revocable upon 90 days' written notice, and provides ACTA the ability to assign the License Agreement to the County.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Approve the proposed License Agreement from the Harbor Department and POLB to ACTA for maintenance and repair of street traffic lights and landscape improvements;
2. Direct the Board Secretary to transmit the proposed License Agreement to the City Council for its approval pursuant to Section 606 of the City Charter;
3. Authorize the Executive Director to execute and the Board Secretary to attest to the proposed License Agreement upon approval by City Council;

SUBJECT: PROPOSED LICENSE AGREEMENT – LAHD NO. 70062

4. Adopt Resolution No. 10-7015

DISCUSSION:

Background – On December 22, 1994, the Harbor Department and POLB jointly purchased properties along the former Southern Pacific Railroad (SPRR) as part of the Alameda Corridor construction project. The SPRR ROW was acquired to serve as the main rail line for the Alameda Corridor. All railroad properties purchased are held by the Harbor Department and POLB as tenants in common, each holding an undivided 50 percent interest in the property.

Under a Use Permit Agreement dated October 12, 1998, the Harbor Department and POLB authorized ACTA to enter into various MOUs with other public entities in order to expedite the development of the Alameda Corridor. ACTA entered into such an MOU with the County that allowed ACTA to relocate certain County street signal lights and landscape improvements. The County agreed to continue to operate and maintain all relocated improvements, but required ACTA to provide all property rights necessary for the County to operate and maintain such improvements in the relocation areas designated. Further, ACTA and the County agreed that the aggregate value of property rights to be exchanged were equivalent, and therefore, no monetary compensation would be given in connection with the provision of such property rights.

ACTA and the County recently completed a comprehensive review of property exchanged as part of the MOU and identified some areas where the property rights necessary for the County to maintain and operate relocated street signal lights and landscape improvements remain to be transferred. One such area is located on property jointly owned by the Harbor Department and POLB along the southwesterly side of Alameda Street, between Florence Avenue and Santa Ana Boulevard, within the railroad ROW. The proposed License Agreement will grant ACTA a license (who will then assign the license to the County) for rights required to access, maintain, repair, and operate the relocated County improvements on that jointly owned property.

The issuance of the proposed License Agreement to the County benefits the Harbor Department in the two following ways: (1) it relieves the Harbor Department of any maintenance and cost associated with the existing County improvements within the proposed area of the License Agreement; and (2) it avoids the need to compensate the County for its property rights needed to implement the Alameda Corridor.

License Agreement Terms and Conditions – The general terms and conditions of the proposed License Agreement (Transmittal 1) are as follows:

Use: Operation and maintenance of street signal lights, landscape, and related improvements.

SUBJECT: PROPOSED LICENSE AGREEMENT – LAHD NO. 70062

Term: Thirty years, revocable upon a 90 days' written notice to the Licensee.

Premises: Surface premises that are located along the southwesterly side of Alameda Street, between Florence Avenue and Santa Ana Boulevard, within the railroad ROW, as depicted and legally described in Attachments 1 through 3 of Transmittal 1.

Compensation: No fee. Compensation is waived because the proposed License Agreement fulfills the required conveyance of property rights for certain exchanged parcels of equivalent value for construction of the Alameda Corridor. Further, the County will be required to maintain its improvements on the property.

On August 9, 2010, POLB, through its Board of Harbor Commissioners, adopted Ordinance No. HD-7642 and authorized the execution of the proposed License Agreement.

ENVIRONMENTAL ASSESSMENT:

The Proposed action is a License Agreement for maintenance and repair of existing street traffic lights and landscape improvements located on portions of Alameda Corridor. As such, the director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III Class 1(14) of the Los Angeles City CEQA Guidelines.

ECONOMIC BENEFITS:

This Board action will have no direct employment effect.

FINANCIAL IMPACT:

There is no cost or revenue impact associated with the issuance of this License Agreement.

Not approving the License Agreement could result in a contractual breach of the MOU between ACTA and the County, and expose the Ports to legal liability.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the License Agreement as to form and legality.

DATE: SEPTEMBER 23, 2010

PAGE 4 OF 4

SUBJECT: PROPOSED LICENSE AGREEMENT – LAHD NO. 70062

TRANSMITTALS:

1. License Agreement
2. Site map



MICHAEL J. GALVIN II
Director of Real Estate

FIS Approval: WR (initials)



FOR

KATHRYN McDERMOTT
Deputy Executive Director

APPROVED.



GERALDINE KNATZ, Ph.D.
Executive Director

MJG:RG:BG:FFS:raw
Author: F. Sanchez
BL358raw ACTA License

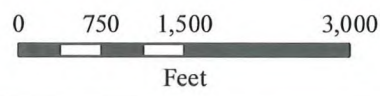
Ports to ACTA - Proposed License Agreement



Proposed Landscape and Street Signal Light Area



Transmittal 2



Harbor Department
 Planning & Economic Development
 Map Produced 9/2010



LICENSE AGREEMENT

("Landscape, Signal Device And Related Improvements")

This License Agreement (the "License") is made and entered into as of _____, 2010, from the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners ("POLA") pursuant to Resolution No. _____ adopted by POLA at its meeting of _____, 2010, and the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners ("POLB") pursuant to Ordinance No. HD-2082 adopted by POLB at its meeting of August 16, 2010 (collectively POLA and POLB are the "Licensor") to the Alameda Corridor Transportation Authority, a joint powers authority created under the laws of the State of California ("Licensee"), and is with reference to the following:

(A) Landscape License. Licensor hereby grants to Licensee a license for the purpose of accessing and utilizing the area depicted on Attachment 1 attached hereto and by this reference made a part hereof as those "X" hatch-marked areas which are designated as "Maintenance Areas" (the "Landscape License Area") for trees, plants and an irrigation system servicing such vegetation located in the Landscape License Areas, provided that no trees, plants or irrigations systems shall be installed or planted that impair the structural integrity or safety of the trench portion of Licensee's Rail Corridor which includes the right of way, multiple main track, high density, mainline railroad system referred to as the "Rail Corridor Segment" as described in Attachment 2 attached hereto and by this reference made a part hereof.

(B) Signal Device and Related Improvement License. Licensor hereby grants to Licensee a license for the purpose of maintaining and repairing existing traffic signal devices located as shown in Attachment 2 attached hereto and by this reference made a part hereof (the "Signal Device License Area") and existing underground conduits, pull boxes and appurtenant facilities, servicing all existing traffic signal devices provided for within the real property described in Attachment 3 attached hereto and by this reference made a part hereof (the "Related Improvement License Area").

Collectively, the Landscape License Area, Signal Device License Area, and the Related Improvement License Area are referred to as the "License Area."

The License Area shall be used and occupied by Licensee subject to the following terms, conditions and limitations:

1. License Fee

There shall be no fee charged for this License.

2. Term; Termination

2.1 Term. This License is for a term of 30 years subject to earlier termination in Licensor's sole discretion, upon 90 days written notice to the Licensee over all or any specified portion of the License Area, subject to Licensor's obligation pursuant to paragraph 3 hereof to provide an adequate replacement location.

2.2 Termination. Upon termination of this License: (i) Licensee shall immediately vacate, and surrender possession of the License Area and (ii) all rights and obligations hereunder (with the exception of Licensee's obligations under Paragraphs 3 and 10) shall thereupon terminate.

2.3 No Relocation Assistance. Licensee understands and agrees that nothing contained in this License shall create any right in Licensee for relocation assistance or payment from Licensor upon the termination of this License. Licensee acknowledges and agrees that it shall not be entitled to, and waives any right to, any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Sections 7260 et seq.) or any other applicable law with respect to any relocation of its business or activities upon the termination or revocation of this License for any reason whatsoever.

3. Improvements; Alterations

Whenever and as often as Licensor deems reasonable or necessary, Licensee shall relocate the improvements constructed on the Signal Device License Area and the Related Improvement License Area and restore such areas upon Licensor providing comparable

Handwritten signature

relocation property rights for Licensee to effectuate such relocation. Licensee shall commence such removal, alteration or change of location within sixty (60) days after receipt of notice from Licensor, and shall proceed to complete such work with due diligence. Licensor, upon thirty (30) days prior notice with copies evidencing the expenditures of direct costs, shall reimburse to Licensee 50% of the reasonable out of pocket direct costs incurred by any such relocation.

4. Maintenance

Licensor has no duty to make any improvement or repair to the License Area or any improvements thereon. Any and all uses of the License Area by Licensee, and its agents, contractors and their employees shall be at their sole risk, cost and expense. Licensee, at its cost, shall keep and maintain the License Area and all improvements thereon during its use and occupancy thereof, in good order, condition and repair, and free and clear of all rubbish, debris and litter.

5. Utilities

Licensee shall pay all charges for services or utilities furnished to the License Area or used in connection with its occupancy, and shall pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including Licensor.

6. Legal Compliance

Licensee, at its sole cost and expense, shall comply with all applicable laws, regulations, ordinances, rules, regulations, policies, guidelines, specifications, procedures and orders of all applicable federal, state and local governmental authorities having jurisdiction over the License Area ("Laws") and Licensee's activities thereon in connection with Licensee's use and occupancy of the License Area; and Licensee shall obtain all necessary licenses, consents and permits from said governmental entities.

7. Assignment

Licensee may assign and transfer this License or any interest herein (whether by operation of law or otherwise) to the County of Los Angeles but may not otherwise assign, sublease or transfer this License or any interest herein (whether by operation of law or otherwise) without the prior written consent of Licensor, which shall not be unreasonably withheld. Upon assignment by Licensee of this License to the County of Los Angeles, ACTA shall no longer

have any obligations under this License. ACTA shall promptly notify Licensor in writing of any such assignment.

8. Access

Licensor's representatives shall have access to and across the License Area at all times and, in the event of an emergency, at any time for inspection, repair of publicly owned utilities and structures and for fire and police department purposes.

9. Rights-of-Way

The License Area is subject to all existing and future rights-of-way and reasonable entry thereon for the installation, relocation, removal, operation and maintenance of rail lines, sewers, pipelines, conduits, and telephone, telegraph, light, heat and power lines (whether underground or overhead) so long as Licensee's utility lines are not damaged.

10. Indemnification

Licensee shall indemnify, defend (using counsel mutually agreed upon by Licensor) and hold harmless: Licensor and each of their respective council members, mayors, trustees, boards, officers and employees (collectively, "Indemnified Parties") from and against any and all actions, suits, proceedings, claims, demands, damages, losses, liens, costs (including court costs and attorneys' fees), expenses or liabilities, of any kind or nature whatsoever, for injury to or death of persons or damage to property, including property owned by or under the care and custody of Indemnified Parties, which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, and arising from or attributable to or caused by any acts or omissions of Licensee, or by reason of any actual or asserted failure of Licensee to keep, observe or perform any provision of this License, except to the extent that such injury, death or damage is caused by the gross negligence or willful misconduct of the Indemnified Parties or any of them. The indemnity required herein shall survive the termination or expiration of this License or assignment of this License

11. Miscellaneous Provisions

11.1 Effect of Waiver. No waiver by any party at any time of any terms or conditions of this License shall be a waiver at any subsequent time of the same or any other term or condition.

11.2 Amendments; Waiver. No provision of this License shall be altered, amended, revoked or waived except by an instrument in writing signed by both Parties.

11.3 No Liens. Licensee shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in, on or to the License Area and for all materials furnished for or in connection with such work. Licensee shall keep the License Area free from any mechanics' liens, vendors' liens or any other liens arising out of any work performed, materials furnished or obligations incurred by Licensee. In the event that there shall be recorded against the License Area or the property of which the License Area is a part any claim or lien arising out of any such work performed, materials furnished or obligations incurred by Licensee and such claim or lien is not removed or discharged, or Licensee has not provided a bond therefor within ten (10) days of filing, then the claim or lien shall constitute a default hereunder and Licensor shall have the right but not the obligation to pay and discharge the lien without regard to whether such lien shall be lawful or correct and thereafter to obtain reimbursement from Licensee. Nothing contained in this License shall be deemed the consent or agreement of Licensor to subject Licensor's interest in the License Area to liability under any mechanics' or other lien law.

11.4 Security Measures. Licensee hereby acknowledges that Licensor has no obligation whatsoever to provide security. Licensee assumes all responsibility for the security and protection of the License Area and the Licensee, as well as its agents and invitees and their property from the acts of third parties.

11.5 Transfer of the Fee Title to the License Area. In the event of transfer of the fee title to the License Area, Licensor's right, title and interest under and pursuant to this License shall automatically be transferred and assigned to such new fee owner and Licensee hereby consents to any such transfer of this License.

11.6 Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this License as of the date set forth above.

“LICENSOR”

“POLA”

CITY OF LOS ANGELES, ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS

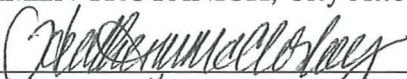
By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Board Secretary


APPROVED AS TO FORM:

CARMEN TRUTANICH, City Attorney

By: 
Printed Name: THOMAS M. McCLOSKEY
Title: Deputy City Attorney
Date: 9/28/10

“POLB”

CITY OF LONG BEACH, ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS

By: 
Name: THOMAS LYNE
Title: Dep Exec Dir

APPROVED AS TO FORM:

ROBERT E. SHANNON, City Attorney

By: *Dominic Hollhaus*
Printed Name: DOMINIC HOLLHAUS
Title: PRINCIPAL DEPUTY
Date: 9/15/10

“LICENSEE”

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY, a joint powers authority

Dated: _____, 2010

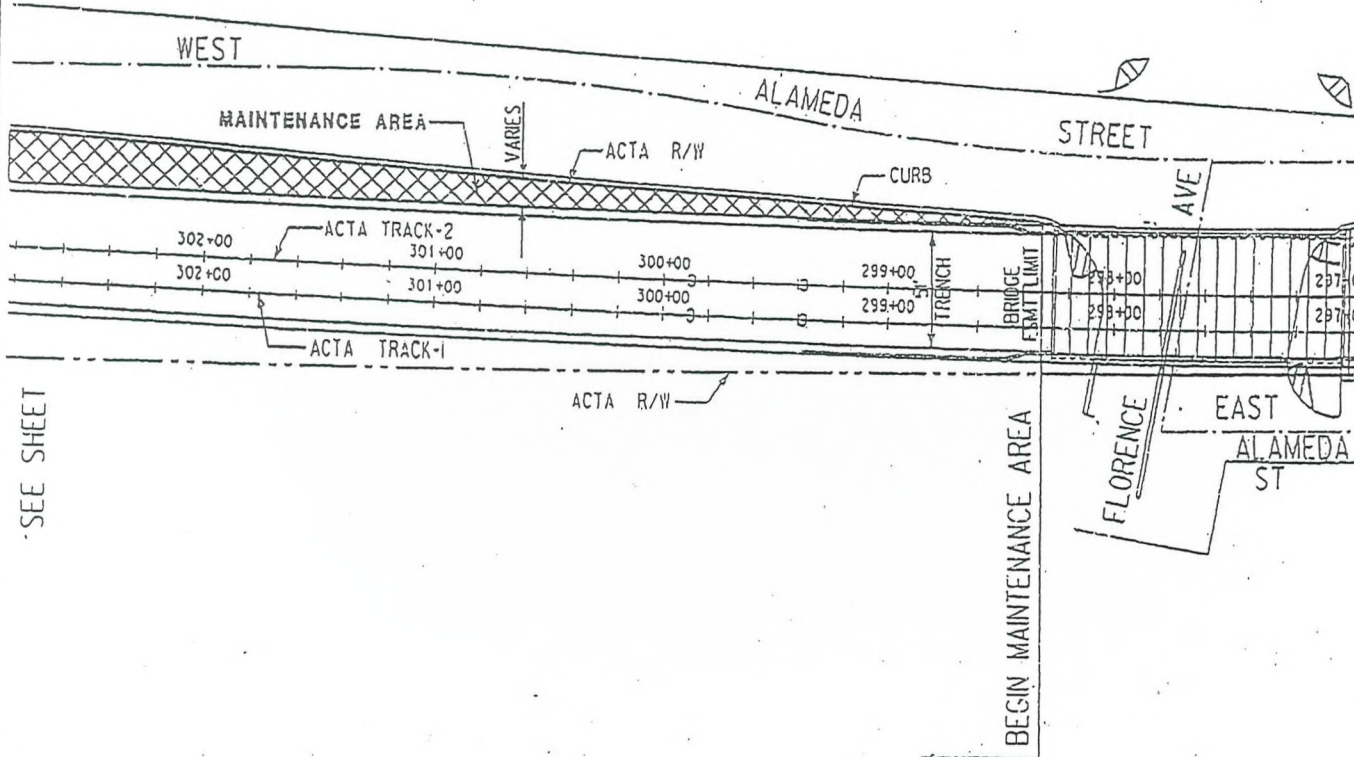
By: _____
John Doherty
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT 1
 ("Landscape License Area")

2 OF 3



SEE SHEET

DATUM STATEMENT:
 "THE COORDINATES, BEARINGS & DISTANCES SHOWN ON THIS MAP ARE GRID VALUES & ARE CALCULATED INVERSES BASED UPON CALIFORNIA COORDINATE SYSTEM, ZONE 5, NAD 83 U991.35 HPGM STATE PLANE COORDINATES."

ACTA PARCEL REFERENCE:
 N/A

ACTA DEED REFERENCE:
 INSTRUMENT NO. 94-2282144 O.R. FOR INFORMATION ON PORTS RIGHT-OF-WAY.

RECORD OF SURVEY REFERENCE:
 R.S. BOOK 159 PAGES 21-34

PERMIT FOR:
 MAINTENANCE AREA

PERMITEE:
 COUNTY OF LOS ANGELES

NEARBY INTERSECTING STREETS:
 FLORENCE AVE TO FIRESTONE BLVD

ACTA-2 STA. 298+30 TO 359+70
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: RTN **CHECKED:** DAN **SCALE:** 1" = 50'
DATE: 8/28/03 **SHT** 1 **OF** 3

EXHIBIT "A"

DATUM STATEMENT:
 "THE COORDINATES, BEARINGS & DISTANCES SHOWN ON THIS MAP ARE GRID VALUES & ARE CALCULATED INVERSES BASED UPON CALIFORNIA COORDINATE SYSTEM, ZONE 5 NAD 83 (1991.35 HPGN) STATE PLANE COORDINATES."

ACTA PARCEL REFERENCE
 N/A

ACTA DEED REFERENCE
 INSTRUMENT NO. 94-2282144 O.R. FOR INFORMATION ON PORTS RIGHT-OF-WAY.

RECORD OF SURVEY REFERENCE
 R.S. BOCK 159 PAGES 21-34

PERMIT FOR:
 MAINTENANCE AREA

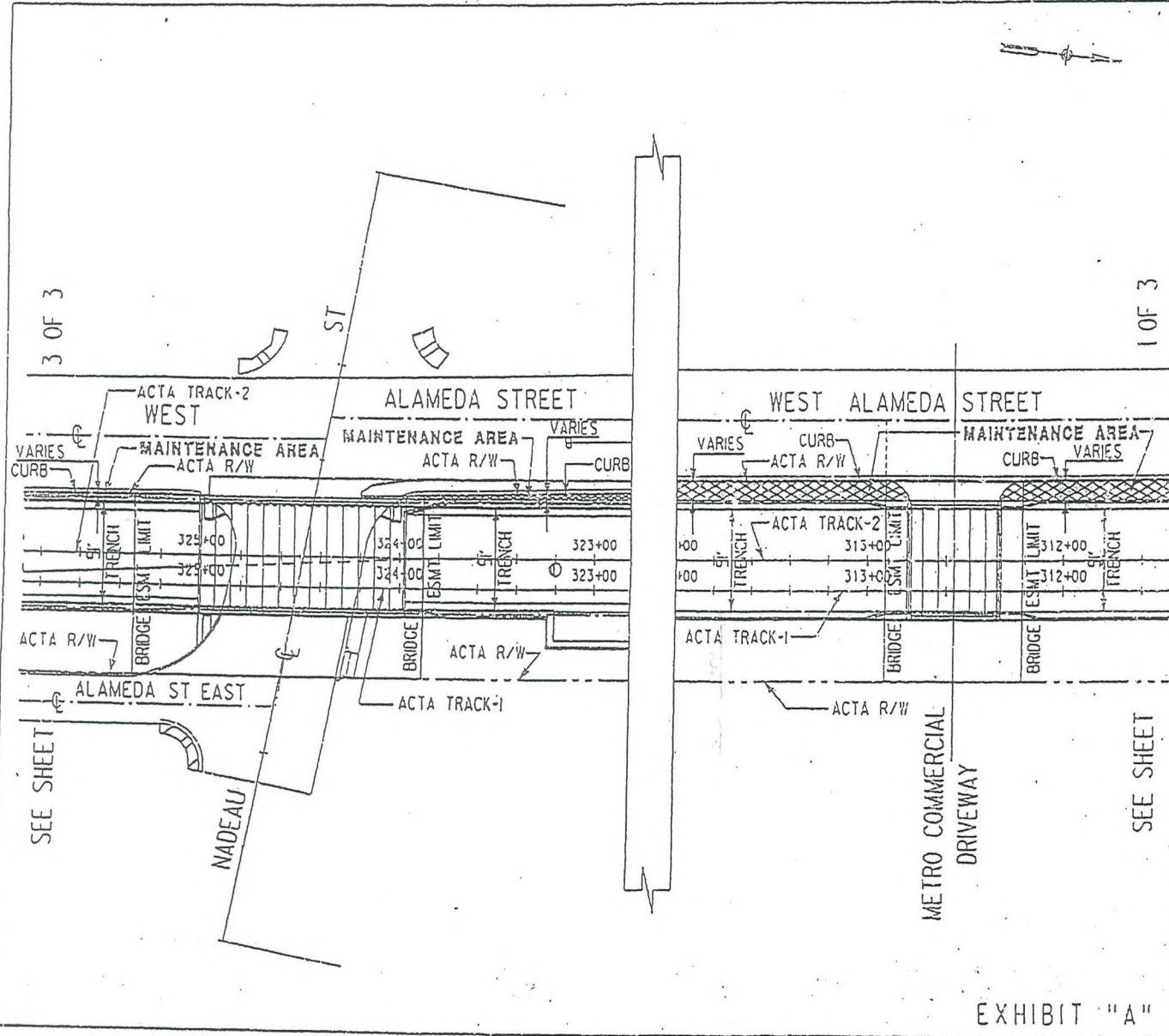
PERMITEE:
 COUNTY OF LOS ANGELES

NEARBY INTERSECTING STREETS:
 FLORENCE AVE TO FIRESTONE BLVD

ACTA-2 STA. 298+30 TO 359+70
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: RTH CHECKED: DDM **SCALE: 1" = 50'**
DATE: 8/28/03 **SHT 2 OF 3**



3 OF 3

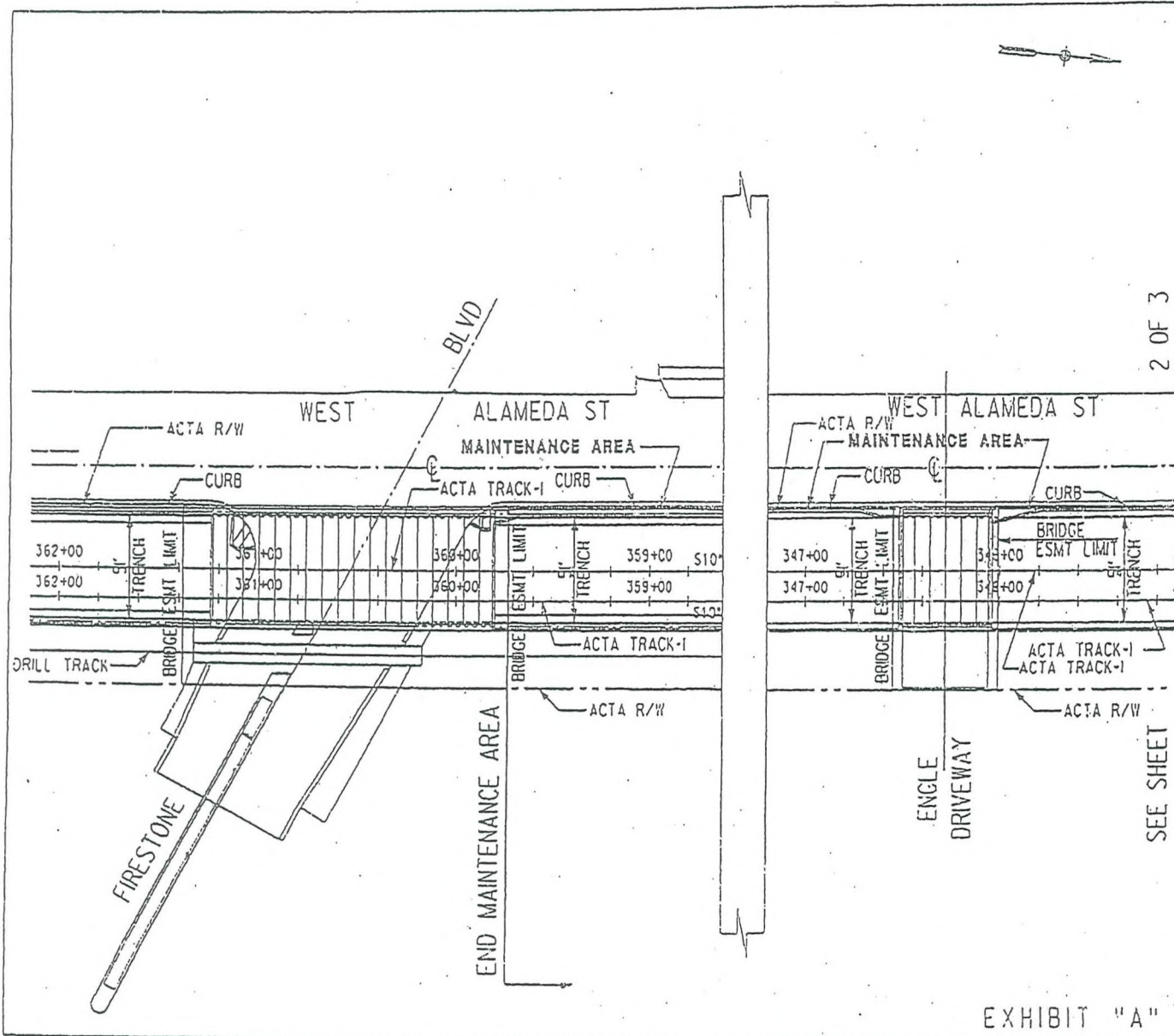
1 OF 3

SEE SHEET

SEE SHEET

EXHIBIT "A"

Page 2 of 3



DATUM STATEMENT:
 "THE COORDINATES, BEARINGS & DISTANCES SHOWN ON THIS MAP ARE GRID VALUES & ARE CALCULATED IN FEET BASED UPON CALIFORNIA COORDINATE SYSTEM, ZONE 5 NAD 83 (99) 35 HPGM STATE PLANE COORDINATES."

ACTA PARCEL REFERENCE
 N/A

ACTA DEED REFERENCE
 INSTRUMENT NO. 94-2282144 O.R. FOR INFORMATION ON PORTS RIGHT-OF-WAY.

RECORD OF SURVEY REFERENCE
 R.S. BOOK 159 PAGES 21-34

PERMIT FOR:
 MAINTENANCE AREA

PERMITEE:
 COUNTY OF LOS ANGELES

NEARBY INTERSECTING STREETS:
 FLORENCE AVE TO FIRESTONE BLVD

ACTA-2 STA. 298+30 TO 359+70
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: RTH CHECKED: DAM **SCALE: 1" = 50'**
DATE: 8/28/03 **SHT 2 OF 3**

2 OF 3

SEE SHEET

EXHIBIT "A"

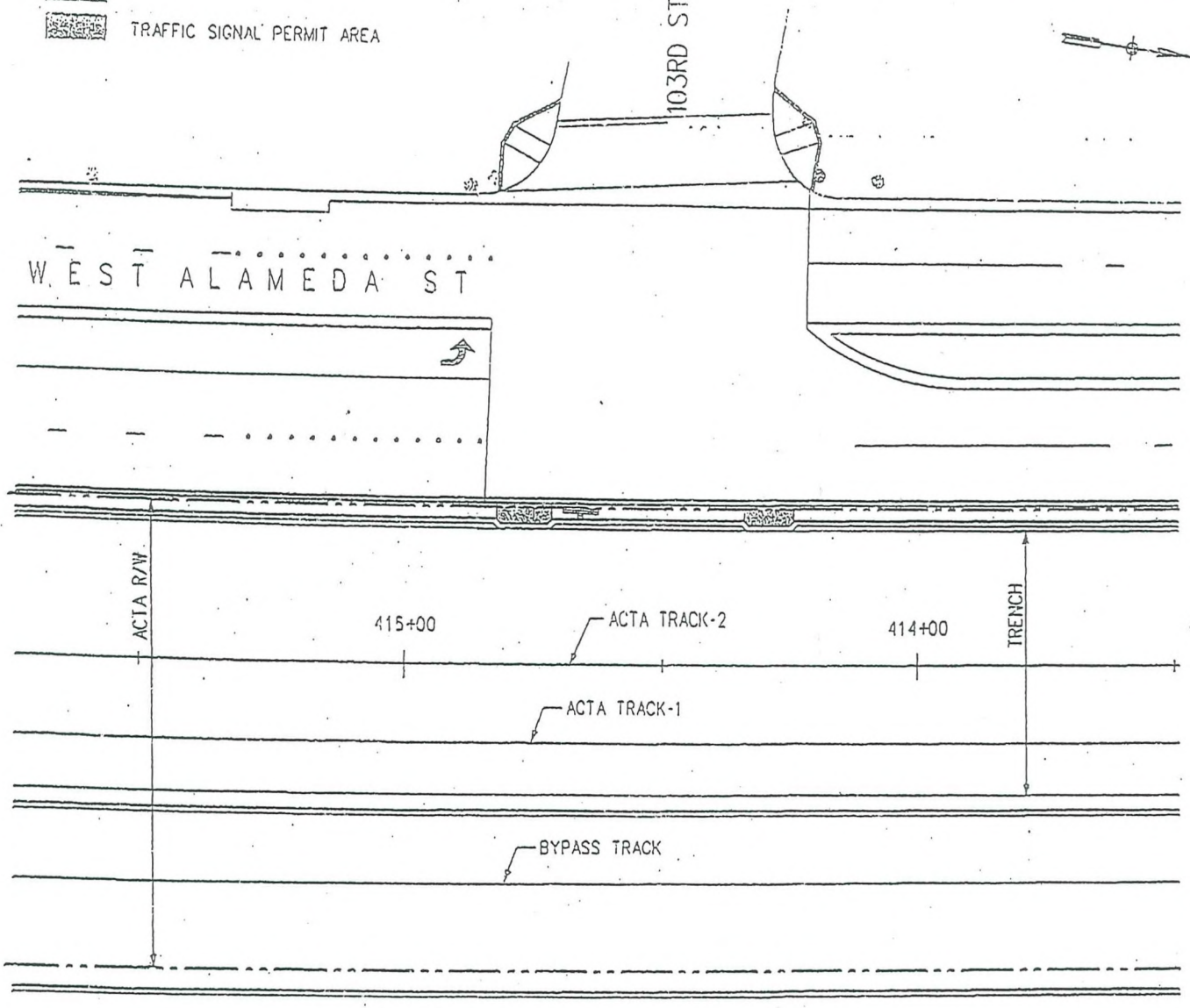
LEGEND



TRAFFIC SIGNAL PERMIT AREA

103RD ST.

WEST ALAMEDA ST



DATUM STATEMENT:

"THE COORDINATES, BEARINGS & DISTANCES SHOWN ON THIS MAP ARE GRID VALUES & ARE CALCULATED INVERSES BASED UPON CALIFORNIA COORDINATE SYSTEM, ZONE 5 NAD 83 (1991.35 HPGN) STATE PLANE COORDINATES."

ACTA PARCEL REFERENCE

ACTA DEED REFERENCE

INSTRUMENT NO. 94-2282144 O.R. FOR INFORMATION ON PORTS RIGHT-OF-WAY.

RECORD OF SURVEY REFERENCE

R.S. BOOK 158 PAGES 58-70

PERMIT FOR:
TRAFFIC SIGNAL

PERMITEE:
COUNTY OF LOS ANGELES

NEARBY INTERSECTING STREETS:
103RD STREET

ACTA-2 STA. 414+29 & 414+76

ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN
DATE: 11/22/02

SCALE: 1" = 20'
SHT 1 OF 1

EXHIBIT "A"

ATTACHMENT 2
("Signal Device License Area")

LEGEND

TRAFFIC SIGNAL PERMIT AREA

MANCHESTER AVE.

WEST ALAMEDA ST

DATUM STATEMENT:

"THE COORDINATES BEARINGS & DISTANCES SHOWN ON THIS MAP ARE GRID VALUES & ARE CALCULATED INVERSES BASED UPON CALIFORNIA COORDINATE SYSTEM, ZONE 5 NAD 83 (1991.35 HPGN) STATE PLANE COORDINATES."

ACTA PARCEL REFERENCE

ACTA DEED REFERENCE

INSTRUMENT NO. 94-2282144 O.R. FOR INFORMATION ON PORTS RIGHT-OF-WAY

RECORD OF SURVEY REFERENCE

R.S. BOOK 158 PAGES 58-70

PERMIT FOR:
TRAFFIC SIGNAL

PERMITEE:
COUNTY OF LOS ANGELES

NEARBY INTERSECTING STREETS:
MANCHESTER AVE

ACTA-2 STA. 351+38 & 351+68

ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: CC CHECKED: RN
DATE: 11/22/02

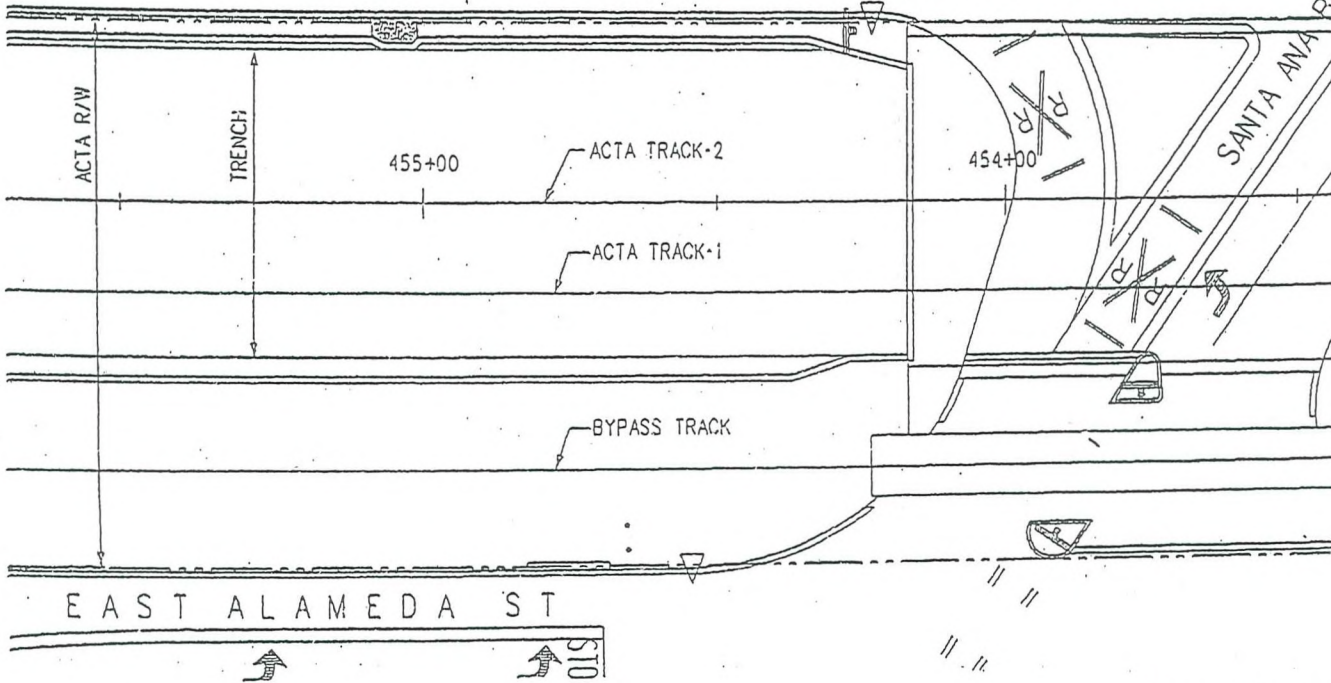
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SHT 1 OF 1

EXHIBIT "A"

LEGEND

TRAFFIC SIGNAL PERMIT AREA

WEST ALAMEDA ST



DATUM STATEMENT:

"THE COORDINATES, BEARINGS & DISTANCES SHOWN ON THIS MAP ARE GRID VALUES & ARE CALCULATED INVERSES BASED UPON CALIFORNIA COORDINATE SYSTEM, ZONE 5 NAD 83 (1991.35 HPGN) STATE PLANE COORDINATES."

ACTA PARCEL REFERENCE

ACTA DEED REFERENCE

INSTRUMENT NO. 94-2282144 O.R. FOR INFORMATION ON PORTS RIGHT-OF-WAY.

RECORD OF SURVEY REFERENCE

R.S. BOOK 158 PAGES 58-70

PERMIT FOR:
TRAFFIC SIGNAL

PERMITEE:
COUNTY OF LOS ANGELES

NEARBY INTERSECTING STREETS:
SANTA ANA BLVD

ACTA-2 STA. 455+04

ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MD-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN
DATE: 11/22/02

SCALE: 1" = 40'
SHT 1 OF 1

EXHIBIT "A"

ATTACHMENT 3
("Related Improvement License Area")

PARCEL 1: (V-40/3 PCL 1, V-40/4 PCL 1, V-41/1 PCL 1)

THOSE CERTAIN PARCELS OF LAND SITUATED PARTLY IN THE CITIES OF LOS ANGELES, HUNTINGTON PARK AND CITY OF VERNON AND ALL IN THE COUNTY OF LOS ANGELES, BEING ALL OF THE LAND DESCRIBED IN THE CONDEMNATION DATED JULY 28, 1869, LOS ANGELES AND SAN PEDRO RAILROAD COMPANY (PLAINTIFF) VS. ROBERT BURNETT, ET AL. (DEFENDANTS), RECORDED AUGUST 18, 1869, IN BOOK 1 OF MISCELLANEOUS RECORDS, PAGE 531, RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100 FEET WIDE LYING EQUALLY 50 FEET ON EACH SIDE OF THE ORIGINAL LOCATED CENTER LINE OF SAID LOS ANGELES AND SAN PEDRO RAILROAD COMPANY AS SHOWN ON SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT OF WAY AND TRACK MAP, MAIN LINE, LOS ANGELES COUNTY, CALIFORNIA, SHEET NO. V-41/1, AND EXTENDING FROM THE POINT OF INTERSECTION OF SAID CENTER LINE AT ENGINEERS STATION 719+85.9 WITH THE SOUTHERN BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 13 WEST, S.B.B.&M., NORTHERLY ALONG SAID CENTER LINE, TO THE POINT OF INTERSECTION OF SAID CENTER LINE AT ENGINEERS STATION 834+20 WITH THE SOUTHERLY TERMINUS OF FORMER WOLFSKILL LANE.

ALSO A STRIP OF LAND 30 FEET WIDE LYING EQUALLY 15 FEET ON EACH SIDE OF SAID ORIGINAL LOCATED CENTER LINE, AND EXTENDING FROM THE NORTHERLY TERMINUS OF SAID ABOVE DESCRIBED 100 FOOT WIDE STRIP OF LAND, NORTHERLY ALONG SAID CENTER LINE, BEING ALSO WITHIN SAID FORMER WOLFSKILL LANE (NOW A PORTION OF ALAMEDA STREET), TO THE POINT OF INTERSECTION OF SAID CENTER LINE AT ENGINEERS STATION 920+97 WITH THE CITY LIMIT LINE, BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF VERNON, AS SAID CITY LIMIT LINE IS DESCRIBED IN SAID CONDEMNATION.

EXCEPTING FROM THE ABOVE DESCRIBED 100 FOOT WIDE STRIP OF LAND THAT PORTION THEREOF BOUNDED AS FOLLOWS; BOUNDED EASTERLY BY A LINE PARALLEL WITH AND DISTANT 12.5 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE ORIGINAL LOCATED CENTER LINE OF SAID LOS ANGELES AND SAN PEDRO RAILROAD COMPANY; BOUNDED SOUTHERLY BY THE NORTHERN BOUNDARY OF SAID SECTION 27; BOUNDED WESTERLY BY THE WESTERLY LINE OF THE ABOVE DESCRIBED 100 FOOT WIDE STRIP OF LAND; AND BOUNDED NORTHERLY BY THE NORTHERLY LINE OF THE ABOVE DESCRIBED 100 FOOT WIDE STRIP OF LAND.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED 100 FOOT WIDE STRIP OF LAND, THAT CERTAIN PARCEL OF LAND FIRSTLY DESCRIBED IN THE INDENTURE DATED JUNE 22, 1915 FROM SOUTHERN PACIFIC RAILROAD COMPANY TO THE COUNTY OF LOS ANGELES, RECORDED SEPTEMBER 20, 1915 IN BOOK 6122 OF DEEDS, PAGE 211, RECORDS OF SAID COUNTY, BEING A PARCEL OF LAND SITUATED IN SECTIONS 22 AND 27, T. 2S., R. 13W., S.B.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE WHICH IS PARALLEL WITH AND SIXTY-TWO AND FIVE TENTHS (62.5') FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S PERMANENT WAY, SAID POINT BEING DISTANT NORTHERLY, ALONG SAID PARALLEL LINE THREE AND SIXTY-SIX HUNDREDTHS (3.66') FEET FROM THE NORTH LINE OF SAID SECTION 27,

SAID POINT BEING OPPOSITE SOUTHERN PACIFIC RAILROAD COMPANY'S ENGINEERS' STATION 773 PLUS 79.35; THENCE SOUTHERLY FROM SAID POINT OF BEGINNING, ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF ONE THOUSAND THIRTY-TWO AND NINETY-ONE HUNDREDTHS (1032.91') FEET (A LINE PROJECTED PERPENDICULAR TO THE EAST LINE OF AFORESAID PERMANENT WAY THROUGH THE POINT OF BEGINNING OF THIS DESCRIPTION, BEING, A RADIAL LINE OF SAID CURVE) A DISTANCE OF ONE HUNDRED NINETY-NINE AND FIVE HUNDREDTHS (199.05') FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF NINE HUNDRED NINETY-TWO AND NINETY-ONE HUNDREDTHS (992.91') FEET; THENCE ALONG SAID CURVE ONE HUNDRED NINETY-ONE AND THIRTY-FOUR HUNDREDTHS (191.34') FEET TO THE END OF SAME, BEING ON A LINE PARALLEL WITH AND ONE HUNDRED (100') FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF AFORESAID PERMANENT WAY AND OPPOSITE SOUTHERN PACIFIC RAILROAD COMPANY'S ENGINEERS' STATION 769 PLUS 91.35; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE 391.21 FEET TO THE NORTH LINE OF SAID SECTION 27; THENCE EASTERLY 17.79 FEET ALONG SAID LAST MENTIONED LINE TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND EIGHT-TWO AND FIVE-TENTHS (82.5') FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID PERMANENT WAY; THENCE NORTHEASTERLY 20 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED 100 FOOT WIDE STRIP OF LAND, THAT PORTION OF THAT CERTAIN 10 FOOT WIDE STRIP OF LAND DESCRIBED IN DEED DATED APRIL 23, 1894 FROM SOUTHERN PACIFIC RAILROAD COMPANY TO THE COUNTY OF LOS ANGELES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID 100 FOOT WIDE STRIP OF LAND DISTANT 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID ORIGINAL LOCATED CENTER LINE OF RAILROAD TRACK, OPPOSITE RAILROAD ENGINEER'S STATION 746+45; THENCE IN A SOUTHERLY DIRECTION, ALONG SAID WESTERLY LINE, 2659 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 27, T.2S., R.13W., S.B.B. & M; THENCE EASTERLY, ALONG SAID SOUTHERLY LINE, 10 FEET (MORE OR LESS) TO A LINE PARALLEL WITH AND DISTANT 40 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID ORIGINAL LOCATED CENTER LINE OF RAILROAD TRACK, OPPOSITE RAILROAD ENGINEERS' STATION 719 + 85.9; THENCE NORTHERLY, ALONG LAST SAID PARALLEL LINE, 2659 FEET; THENCE AT RIGHT ANGLES WESTERLY 10 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED 100 FOOT WIDE STRIP OF LAND, THOSE CERTAIN PARCELS OF LAND SITUATED IN SECTION 27, T.2S., R.13W., S.B.B. & M., IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING ALL OF THE LAND DESCRIBED IN DEED DATED MARCH 12, 1942 FROM SOUTHERN PACIFIC RAILROAD COMPANY TO THE COUNTY OF LOS ANGELES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SUBPARCEL A (OF THIS EXCEPTION):

BEGINNING AT THE SOUTHERLY EXTREMITY OF THE PARCEL OF LAND FIRSTLY DESCRIBED IN THE INDENTURE DATED JUNE 22, 1915, RECORDED SEPTEMBER 20, 1915 IN BOOK 6122 OF DEEDS AT PAGE 211, RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY, SOUTH 10 DEGREES 26' 20" EAST, 127.99 FEET; THENCE NORTH 5

DEGREES 58' 18" WEST, A DISTANCE OF 410.58 FEET TO A POINT IN THE EASTERLY LINE OF SAID PARCEL OF LAND; THENCE SOUTHERLY ALONG SAID EASTERLY LINE ON A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 1032.91 FEET (THE RADIAL LINE TO SAID CURVE AT THE LAST MENTIONED POINT BEARS NORTH 85 DEGREES 29' 12" EAST) A DISTANCE OF 92.23 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING SOUTHERLY ALONG SAID EASTERLY LINE ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 992.91 FEET, A DISTANCE OF 191.34 FEET TO THE POINT OF BEGINNING.

SUBPARCEL B (OF THIS EXCEPTION):

BEGINNING AT THE NORTHERLY EXTREMITY OF THE PARCEL OF LAND SECONDLY DESCRIBED IN THE INDENTURE DATED JUNE 22, 1915, RECORDED IN BOOK 6122 OF DEEDS AT PAGE 211, RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 180 FEET (THE RADIAL LINE TO SAID CURVE AT ITS POINT OF BEGINNING BEARS NORTH 79 DEGREES 33' 40" EAST) A DISTANCE OF 34.22 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AUGUST 12, 1940, RECORDED MAY 13, 1941, IN BOOK 18449 OF OFFICIAL RECORDS AT PAGE 20 IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF THE LAST MENTIONED PARCEL OF LAND, SOUTH 46 DEGREES 56' 23" EAST, 6.74 FEET; THENCE ALONG THE NORTHERLY LINE OF THE LAST MENTIONED PARCEL OF LAND, NORTH 89 DEGREES 27' 40" EAST, 2.30 FEET; THENCE NORTH 11 DEGREES 33' 05" WEST, 490.76 FEET TO A POINT IN THE WESTERLY LINE OF SAID RIGHT OF WAY, DISTANT NORTH 10 DEGREES 26' 20" WEST THEREON, 450.84 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 26' 20" EAST ALONG SAID WESTERLY LINE, 450.84 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (V-41/1 PARCEL 2, V-41/2 PARCEL 1)

A STRIP OF LAND, 90 FEET IN WIDTH, SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING 50 FEET ON THE EASTERLY SIDE AND 40 FEET ON THE WESTERLY SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE MAIN TRACK OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (SAN PEDRO BRANCH) AS SHOWN ON SOUTHERN PACIFIC COMPANY LANDS, TRACKS AND STRUCTURES STATION MAP FIRESTONE PARK, LOS ANGELES COUNTY, CALIFORNIA, SHEET NO. V-41/S1B, AND RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH-FIRESTONE PARK TO POINT FIRMIN, SHEET NO. V-41/2, WITH THE SOUTH LINE OF THE LAND DESCRIBED IN CONDEMNATION, DATED JULY 28, 1869, LOS ANGELES AND SAN PEDRO RAILROAD COMPANY VS. ROBERT BURNETT, ET AL., RECORDED IN BOOK 1 OF MISCELLANEOUS RECORDS, PAGE 531, RECORDS OF SAID COUNTY, BEING ALSO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 13 WEST, AT ENGINEER'S STATION 720+10 SBB&M THENCE SOUTHERLY, ALONG SAID CENTER LINE, 7900 FEET TO A POINT IN THE NORTHERLY LINE OF LAND DESCRIBED IN DEED DATED JANUARY 3, 1870, FROM VOLNEY E. HOWARD TO THE LOS ANGELES & SAN PEDRO RAILROAD COMPANY, RECORDED JANUARY 3, 1870 IN BOOK 14 OF DEEDS, PAGE 229, RECORDS OF SAID COUNTY AT ENGINEER'S STATION 641+10.

PARCEL 3:-

AN EASEMENT FOR RAILROAD PURPOSES AND EXERCISE RIGHT OF WAY, IN OVER AND UPON THAT PORTION OF THE RANCHO SAN PEDRO FINALLY CONFIRMED TO MANUEL DOMINGUEZ, ET AL., INCLUDED WITHIN THAT CERTAIN STRIP OR PARCEL OF LAND 100.00 FEET WIDE, EXTENDING 50.00 FEET AT RIGHT ANGLES ON EACH SIDE OF THE CENTER LINE OF THE LOS ANGELES AND SAN PEDRO RAILROAD AS SAID RAILROAD EXISTED ON SEPTEMBER 9, 1871, AS SHOWN ON SOUTHERN PACIFIC TRANSPORTATION COMPANY'S RIGHT OF WAY AND TRACK MAP, MAIN LINE, LOS ANGELES COUNTY, CALIFORNIA, C.E. 44728, SHEET 2 OF 14, DWR: "LA" REV. DECEMBER 5, 1994 AND EXTENDING THROUGH THE LANDS OF SAID MANUEL DOMINGUEZ FROM THE POINT WHERE SAID CENTERLINE ENTERS THE LANDS OF SAID MANUEL DOMINGUEZ, TO THE POINT WHERE IT LEAVES SAID LAND OF MANUEL DOMINGUEZ. SAID STRIP OF LAND (100.00 FEET WIDE) BEING 33,293.00 FEET IN LENGTH, COMMENCING AT STATION 55+00 OF THE LOS ANGELES AND SAN PEDRO RAILROAD SURVEY AT THE SOUTHERN POINT WHERE THE LINE OF SAID RAILROAD ENTERS THE SAID LANDS OF DOMINGUEZ, AND EXTENDING TO STATION 387+93 WHERE SAID LINE LEAVES THE SAID LANDS OF DOMINGUEZ AT THE NORTHERLY LINE OF SAID LANDS OF DOMINGUEZ.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES SOUTHEASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHEASTERLY 36.00 FEET, MEASURED AT RIGHT ANGELES FROM THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THAT CERTAIN LINE SHOWN AS "ORIGINAL SURVEYED C SOUTHERN PACIFIC TRANSPORTATION COMPANY R/W" ON SHEET 10 OF THE MAP FILED IN BOOK 113, PAGES 27 THROUGH 39 OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE EASTERLY LINE OF THAT CERTAIN STRIP OF LAND, 100 FEET WIDE, DESIGNATED AS "SOUTHERN PACIFIC TRANSPORTATION COMPANY R/W" ON SAID SHEET 10; THENCE NORTH 8 DEGREES 08' 47" EAST, ALONG SAID EASTERLY LINE, 232.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 23' 47" WEST 288.92 FEET TO THE WESTERLY LINE OF SAID STRIP OF LAND, 100 FEET WIDE.

PARCEL 4:

THAT PORTION OF THAT PART OF THE 200 ACRE TRACT OF LAND ALLOTTED TO REYES GUADALUPE AND SUSANA DOMINGUEZ BY FINAL DECREE OF PARTITION OF A PORTION OF RANCHO SAN PEDRO HAD IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, DESCRIBED IN THE DEEDS TO THE PACIFIC ELECTRIC RAILWAY COMPANY, RECORDED ON MARCH 5, 1902, AS INSTRUMENT NO. 69, IN BOOK 1540, PAGE 220 AND ON MAY 21, 1902, AS INSTRUMENT NO. 82, IN BOOK 1568, PAGE 289, BOTH OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN STRIP OF LAND, 100 FEET WIDE, DESIGNATED AS "SOUTHERN PACIFIC TRANSPORTATION COMPANY R/W" ON SHEET 10 OF THE MAP FILED IN BOOK 113, PAGES 27 THROUGH 39 OF RECORD OF SURVEY, IN THE OFFICE OF SAID COUNTY RECORDER, WITH THAT CERTAIN LINE SHOWN AS "ORIGINAL SURVEYED C SOUTHERN PACIFIC TRANSPORTATION COMPANY R/W" ON SAID SHEET 10; THENCE NORTH 8 DEGREES 08' 47" EAST, ALONG SAID EASTERLY LINE, 232.47 FEET; THENCE SOUTH 28 DEGREES 23' 47" WEST 433.38 FEET TO THE TRUE POINT OF BEGINNING IN THE WESTERLY LINE OF ALAMEDA STREET, 50 FEET WIDE, AS SHOWN ON SAID SHEET 10; THENCE NORTH 8 DEGREES 08' 47" EAST, ALONG SAID WESTERLY LINE, 101.12 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHWESTERLY 35.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID LINE HAVING A BEARING OF SOUTH 28 DEGREES 23' 47" WEST; THENCE SOUTH 28 DEGREES 23' 47" WEST, ALONG SAID PARALLEL LINE AND ITS SOUTHWESTERLY PROLONGATION, 346.70 FEET TO THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF NORTH 8 DEGREES 09' EAST AND A LENGTH OF 330 FEET, A LITTLE MORE OR LESS, IN THE WESTERLY BOUNDARY OF THE 3.4 ACRE, MORE OR LESS, PIECE OF LAND DESCRIBED IN SAID DEEDS TO THE PACIFIC ELECTRIC RAILWAY COMPANY; THENCE SOUTH 8 DEGREES 08' 47" EAST, ALONG SAID CERTAIN COURSE TO THE SOUTH LINE OF SAID 200 ACRE TRACT OF LAND; THENCE EASTERLY ALONG SAID SOUTH LINE TO A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 34.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID WESTERLY LINE OF ALAMEDA STREET; THENCE NORTH 8 DEGREES 08' 47" EAST, ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 745.08 FEET AND BEING TANGENT AT ITS POINT OF ENDING TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHEASTERLY 36.00 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY PROLONGATION OF SAID LINE HAVING A BEARING AND LENGTH OF SOUTH 28 DEGREES 23' 47" WEST 433.38 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE (THROUGH A CENTRAL ANGLE OF 17 DEGREES 22' 33") AN ARC DISTANCE OF 225.96 FEET TO SAID WESTERLY LINE OF ALAMEDA STREET; THENCE NORTH 8 DEGREES 08' 47" EAST, ALONG SAID WESTERLY LINE, 104.01 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5: (V-124-8/1, PARCEL 2 PORTION)

A STRIP OF LAND ONE HUNDRED TWENTY (120) FEET IN WIDTH, BEING SIXTY (60) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY:

BEGINNING AT RAILWAY SURVEY STATION 12+58.4 OF SAID SURVEYED CENTER LINE AS SHOWN ON PLAT "A" ATTACHED AND MADE A PART OF THE DEED RECORDED AUGUST 3, 1903, IN BOOK 1840, PAGE 205, OF DEEDS, RECORDS OF LOS ANGELES COUNTY, SAID STATION BEING IN THE NORTHERLY LINE OF THE SIX HUNDRED ELEVEN AND FIVE HUNDREDTHS (611.05) ACRE TRACT ALLOTTED TO MARIA DE LOS REYES DOMINGUEZ BY FINAL DECREE OF PARTITION OF A PORTION OF RANCHO SAN PEDRO HAD IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE COUNTY OF LOS

ANGELES, SAID STATION ALSO BEING ONE HUNDRED SIXTY (160) FEET, MORE OR LESS, WESTERLY FROM THE INTERSECTION OF SAID NORTHERLY LINE PRODUCED WITH THE CENTER LINE OF THE WILMINGTON BRANCH OF THE SOUTHERN PACIFIC RAILROAD AS SAID RAILROAD EXISTED ON AUGUST 8, 1903; THENCE FROM SAID POINT OF BEGINNING, SOUTH 8 DEGREES 09' WEST, ON A LINE PARALLEL TO THE CENTER LINE OF THE SAID WILMINGTON BRANCH OF THE SOUTHERN PACIFIC RAILROAD, THREE HUNDRED NINETY-EIGHT AND SIX TENTHS (398.6) FEET TO RAILWAY SURVEY STATION 16+57, SAID LAST MENTIONED STATION BEING IN THE SOUTHERLY LINE OF SAID SIX HUNDRED ELEVEN AND FIVE HUNDREDTHS (611.05) ACRE TRACT, AND BEING ONE HUNDRED SIXTY (160) FEET, MORE OR LESS, WESTERLY FROM THE INTERSECTION OF SAID SOUTHERLY LINE PRODUCED WITH THE CENTER LINE OF SAID WILMINGTON BRANCH OF SAID SOUTHERN PACIFIC RAILROAD.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES EASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 110.00 FEET, MEASURED AT RIGHT ANGLES OR RADially FROM THE WESTERLY BOUNDARY OF THE HEREINABOVE DESCRIBED LAND.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN STRIP OF LAND, 100 FEET WIDE, DESIGNATED AS "SOUTHERN PACIFIC TRANSPORTATION COMPANY R/W" ON SHEETS 9 AND 10 OF THE MAP FILED IN BOOK 113, PAGES 27 THROUGH 39 OF RECORD OF SURVEY, IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE CENTER LINE OF SANTA FE AVENUE, 100 WIDE, AS SHOWN ON SAID SHEET 9; THENCE SOUTH 8 DEGREES 08' 47" WEST, ALONG SAID EASTERLY LINE AND ITS SOUTHERLY PROLONGATION, 209.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET SAID CURVE BEING TANGENT AT ITS POINT OF ENDING TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 60 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY PROLONGATION OF SAID CENTER LINE OF SANTA FE AVENUE; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 DEGREES 59' 48", AN ARC DISTANCE OF 235.60 FEET TO SAID POINT OF ENDING IN SAID PARALLEL LINE; THENCE NORTH 36 DEGREES 51' 01" WEST, ALONG SAID PARALLEL LINE, 11.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET AND BEING TANGENT AT ITS POINT OF ENDING TO A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 34.00 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF ALAMEDA STREET, 50 FEET WIDE, AS SHOWN ON SAID SHEETS 9 AND 10; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44 DEGREES 59' 58", AN ARC DISTANCE OF 235.60 FEET TO ITS POINT OF ENDING IN SAID PARALLEL LINE, SAID POINT BEING DESIGNATED AS POINT A; THENCE NORTH 8 DEGREES 08' 47" EAST, ALONG SAID

PARALLEL LINE, 207.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 745.08 FEET AND BEING TANGENT AT ITS POINT OF ENDING TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHEASTERLY 36.00 FEET, MEASURED AT RIGHT ANGLES FROM A STRAIGHT LINE HAVING A BEARING OF SOUTH 28 DEGREES 23' 47" WEST AND PASSING THROUGH A POINT IN SAID EASTERLY LINE, SAID POINT BEING NORTH 8 DEGREES 08' 47" EAST, ALONG SAID EASTERLY LINE, 232.47 FEET FROM THAT CERTAIN LINE SHOWN AS "ORIGINAL SURVEYED C SOUTHERN PACIFIC TRANSPORTATION COMPANY R/W" ON SAID SHEET 10; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20 DEGREES 15' 00", AN ARC DISTANCE OF 263.33 FEET TO ITS POINT OF ENDING IN SAID PARALLEL LINE; THENCE NORTH 28 DEGREES 23' 47" EAST, ALONG SAID PARALLEL LINE, 181.87 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 75.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE; THENCE SOUTH 8 DEGREES 08' 47" WEST, ALONG SAID PARALLEL LINE, 635.61 FEET TO A POINT IN A LINE HAVING A BEARING OF SOUTH 81 DEGREES 51' 13" EAST AND PASSING THROUGH SAID POINT A; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 153.44 FEET FROM A TANGENT BEARING SOUTH 8 DEGREES 08' 47" WEST, THROUGH A CENTRAL ANGLE OF 37 DEGREES 22' 33", AN ARC DISTANCE OF 100.09 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID COMPOUND CURVE (THROUGH A CENTRAL ANGLE OF 69 DEGREES 38' 33") AN ARC DISTANCE OF 48.62 FEET TO SAID EASTERLY LINE; THENCE SOUTH 8 DEGREES 08' 47" WEST, ALONG SAID EASTERLY LINE, 116.31 FEET TO THE POINT OF BEGINNING.

PARCEL 6: (V124-8/1, PARCEL 3 PORTION)

A STRIP OF LAND ONE HUNDRED TWENTY (120) FEET IN WIDTH, BEING SIXTY (60) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY.

BEGINNING AT RAILWAY SURVEY STATION 16+57 OF SAID SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY AS SHOWN ON PLAT ATTACHED AND MADE A PART OF THE DEED RECORDED AUGUST 8, 1903 IN BOOK 1837 PAGE 183, OF DEEDS, RECORDS OF LOS ANGELES COUNTY, SAID STATION BEING IN THE NORTHERLY LINE OF THE EIGHT HUNDRED FIFTY-TWO AND THIRTY SEVEN HUNDREDTHS (852.37) ACRE TRACT ALLOTTED TO GUADALUPE MARCELINA DOMINGUEZ BY FINAL DECREE OF PARTITION OF THE RANCHO SAN PEDRO HAD IN CASE NO. 3284 OF THE SUPERIOR COURT OF LOS ANGELES COUNTY, CALIFORNIA AND SAID STATION BEING ONE HUNDRED SIXTY (160) FEET MORE OR LESS WESTERLY FROM THE INTERSECTION OF SAID NORTHERLY LINE PRODUCED, WITH THE CENTER LINE OF WILMINGTON BRANCH OF THE SOUTHERN PACIFIC RAILROAD AS LOCATED ON AUGUST 8, 1908, AS SHOWN ON SOUTHERN PACIFIC TRANSPORTATION COMPANY'S RIGHT OF WAY AND TRACK MAP.

WILMINGTON BRANCH, LOS ANGELES COUNTY, CALIFORNIA, C.E. 44728, SHT. 3E OF 14 DWR: "L.A." REV. DECEMBER 5, 1994; THENCE FROM SAID POINT OF BEGINNING, SOUTH 8 DEGREES 09' WEST ON A LINE PARALLEL TO THE SAID CENTER LINE OF THE WILMINGTON BRANCH OF THE SOUTHERN PACIFIC RAILROAD, TWELVE HUNDRED THIRTEEN AND FIVE TENTHS (1213.5) FEET TO RAILWAY SURVEY STATION 28+70.5 OF THE SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY, SAID LAST MENTIONED STATION BEING THE POINT OF BEGINNING OF A ONE DEGREE TAPERED CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID ONE DEGREE TAPERED CURVE, FIVE HUNDRED EIGHTY-FOUR AND SIX TENTHS (584.6) FEET TO RAILWAY SURVEY STATION 34+55.1 OF THE SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY, SAID LAST MENTIONED STATION BEING IN THE SOUTHERLY LINE OF ABOVE MENTIONED EIGHT HUNDRED FIFTY-TWO AND THIRTY SEVEN HUNDREDTHS (852.37) ACRE TRACT, AND WESTERLY ONE HUNDRED SIXTY (160) FEET, MORE OR LESS FROM THE CENTER LINE OF THE SAID WILMINGTON BRANCH OF THE SOUTHERN PACIFIC RAILROAD.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES EASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 110.00 FEET MEASURED AT RIGHT ANGLES OR RADIALLY FROM THE WESTERLY BOUNDARY OF THE HEREINABOVE DESCRIBED LAND.

PARCEL 7 : (V124-8/1, PARCEL 4 PORTION AND V124-8/2, PARCEL 1 PORTION)

A STRIP OF LAND ONE HUNDRED THIRTY (130) FEET IN WIDTH, BEING SEVENTY (70) FEET ON THE EASTERLY SIDE, AND SIXTY (60) FEET ON THE WESTERLY SIDE OF THE FOLLOWING DESCRIBED SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY:

BEGINNING AT RAILWAY SURVEY STATION 34+55.1 OF SAID SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY AS SHOWN ON PLAT "A" ATTACHED AND MADE A PART OF THE DEED RECORDED AUGUST 28, 1903, IN BOOK 1830 PAGE 310 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, SAID STATION BEING IN THE NORTHERLY LINE OF THE THIRTEEN HUNDRED TWENTY-SIX AND FIFTY-EIGHT HUNDREDTHS (1326.58) ACRE TRACT ALLOTTED TO SUSANA DOMINGUEZ BY FINAL DECREE OF PARTITION OF A PORTION OF RANCHO SAN PEDRO HAD IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID STATION ALSO BEING SOUTH 88 DEGREES 0' WEST, SEVENTY-TWO AND EIGHT TENTHS (72.8) FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF THE STRIP OF LAND FORTY (40) FEET IN WIDTH DEEDED TO THE COUNTY OF LOS ANGELES BY GREGORIO DEL AMO AND SUSANA DOMINGUEZ DE DEL AMO BY DEED RECORDED IN BOOK 1527 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AT PAGE 147 THEREOF; THENCE FROM SAID POINT OF BEGINNING, SOUTHERLY ALONG A 1 DEGREE TAPERED CURVE TO THE RIGHT, FOUR HUNDRED AND FIVE AND FOUR TENTHS (405.4) FEET TO RAILWAY SURVEY STATION 38+60.5 OF THE

SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY AS SHOWN ON ABOVE MENTIONED PLAT "A", SAID LAST MENTIONED STATION BEING AT THE END OF SAID CURVE; THENCE SOUTH 17 DEGREES 9' WEST, ON A LINE PARALLEL TO THE SEVENTY (70) FEET WESTERLY FROM THE WESTERLY LINE OF ABOVE MENTIONED STRIP OF LAND FORTY (40) FEET IN WIDTH, TWENTY-TWO HUNDRED EIGHTY-TWO AND TWO TENTHS (2282.2) FEET TO RAILWAY SURVEY STATION 61+42.7 OF THE SURVEYED CENTER LINE OF THE PACIFIC ELECTRIC RAILWAY AS SHOWN ON ABOVE MENTIONED PLAT "A"; SAID LAST MENTIONED STATION BEING IN THE CENTER LINE OF LOS ANGELES STREET, NOW KNOWN AS DEL AMO BOULEVARD.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES EASTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 110.00 FEET, MEASURED AT RIGHT ANGLES OR RADially FROM THE WESTERLY BOUNDARY OF THE HEREINABOVE DESCRIBED LAND.

PARCEL 8: (V-41/4 PARCEL 4 AND V-41/5 PARCEL 1)

A STRIP OF LAND, 100 FEET IN WIDTH, SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE MAIN TRACK OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (SAN PEDRO BRANCH) AS SHOWN ON SOUTHERN PACIFIC TRANSPORTATION COMPANY'S RIGHT OF WAY AND TRACK MAP, MAIN LINE, LOS ANGELES COUNTY, CALIFORNIA, C.E. 44728, SHT 2B OF 14, DWR: "L.A." REVISED JULY 30, 1993, WITH THE SOUTH LINE OF THE LAND DESCRIBED IN DEED DATED MAY 18, 1869, FROM F.P.F. TEMPLE, ET AL., TO THE LOS ANGELES AND SAN PEDRO RAILROAD COMPANY, RECORDED MAY 25, 1869, IN BOOK 13 OF DEEDS, PAGE 163, RECORDS OF SAID COUNTY AT ENGINEER'S STATION 434+36; THENCE SOUTHERLY, ALONG SAID CENTER LINE, 4643 FEET TO A POINT IN THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED DATED SEPTEMBER 29, 1871, FROM PHINAS BANNING TO THE LOS ANGELES AND SAN PEDRO RAILROAD COMPANY, RECORDED SEPTEMBER 29, 1871, IN BOOK 18 OF DEEDS, PAGE 63, RECORDS OF SAID COUNTY AT ENGINEER'S STATION 387+93.

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SECRETARY

10 DEC 15 PM 11:55

CITY OF LOS ANGELES
BOARD OF HARBOR
COMMISSIONERS

TRANSMITTAL		0150-05082-0017
TO Geraldine Knatz, Executive Director Harbor Department	DATE DEC 13 2010	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT 15
<p>PROPOSED LICENSE AGREEMENT FROM THE PORT OF LOS ANGELES AND PORT OF LONG BEACH TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY</p> <p>Transmitted for further processing and Council consideration. See the City Administrative Officer report attached.</p> <p> MAYOR</p>		
MAS:ABN:10110066t		

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: December 1, 2010

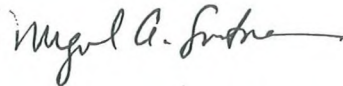
CAO File No. 0150-05082-0017

Council File No.

Council District: 15

To: The Mayor

From: Miguel A. Santana, City Administrative Officer



Reference: Transmittal from the Harbor Department dated October 12, 2010; referred by the Mayor's Office dated October 18, 2010

Subject: **PROPOSED LICENSE AGREEMENT FROM THE PORT OF LOS ANGELES AND PORT OF LONG BEACH TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**

SUMMARY

The Harbor Department (Port) Board of Harbor Commissioners (Board) requests approval of Resolution No. 10-7015 to execute a proposed License Agreement (Agreement) No. 10-2907 between the Port of Los Angeles (POLA) and Port of Long Beach (POLB) and the Alameda Corridor Transportation Authority (ACTA). The POLA and POLB each have a 50 percent interest in jointly owned land parcels, which they are proposing to transfer to ACTA for the maintenance and repair of street traffic lights and landscape improvements. The ACTA entered into a Memorandum of Understanding (MOU) with the County of Los Angeles (County) for the design and construction of the Alameda Corridor. The MOU allowed ACTA to relocate certain County street signal lights and landscape improvements along the Alameda Corridor. The County agreed to operate and maintain all relocated improvements, but required ACTA to provide all property rights required for the County to operate and maintain such improvements in the designated relocation areas. ACTA and the County agreed that the cumulative value of the exchanged property rights would be considered equivalent and no monetary compensation would be provided with the provision of the property rights for the Alameda Corridor.

BACKGROUND

The ACTA is a joint powers authority formed by POLA and POLB, under the State of California laws, and is a separate legal entity. ACTA was formed to construct, operate and maintain railroad improvements primarily along and adjacent to Alameda Street extending from the two ports to downtown Los Angeles, a distance of approximately 20 miles. ACTA used the authority to negotiate with the municipalities along the Alameda Corridor for street right-of-ways to complete the railroad improvements. The property was conveyed to ACTA through a "use permit" that granted it authority to possess, use and improve the land parcels to develop, construct and operate the railroad. In April 2002, ACTA completed construction of the railroad project and began the Corridor rail operations. Upon completion of the Alameda Corridor, a property disposition group was established to review properties purchased and to make recommendations for their future uses.

PROPOSED LICENSE AGREEMENT

The proposed Agreement between POLA/POLB and ACTA will provide the licensed rights for the land at a term of 30-years, at no cost. The ACTA's licensed land is located along the southwesterly side of Alameda Street between Florence Avenue and Santa Ana Boulevard, within the railroad right-of-way. The proposed Agreement is revocable, subject to a 90-day written notice, and will provide ACTA the ability to assign the proposed Agreement to the County to operate and maintain all required improvements.

The Port states that ACTA and the County recently completed a review of property exchanged under the MOU and identified additional property rights for the County that have not yet been transferred by the ACTA. Therefore, the POLA/POLB is requesting to transfer the land to ACTA so that it can be transferred to the County to maintain and operate under the Agreement. According to the Port, the approval of the Agreement will relieve the POLA and POLB of any maintenance cost associated with County improvements and avoids the need to compensate the County for its property rights regarding the Alameda Corridor.

The Port Director of Environmental Management has determined that the proposed activity is exempt from the California Environmental Quality Act (CEQA) in accordance with Article III, Class 1 (14) of the Los Angeles City CEQA Guidelines. The proposed Licensed Agreement is an administrative function to transfer actions for the maintenance and repair of existing street traffic lights and landscape improvements located along portions of the Alameda Corridor.

Pursuant to Charter Section 606, Council approval of the proposed License Agreement is required because the cumulative term will exceed five years. Action taken on this request by the Board will become final upon approval by the Council.

RECOMMENDATION

That the Mayor approve the request by the Harbor Department (Port) for Resolution No. 10-7015 to execute proposed License Agreement No. 10-2907 to transfer land from the Port of Los Angeles and Port of Long Beach to the Alameda Corridor Transportation Authority for the maintenance and repair of street traffic lights and landscape improvements and return the documents to the Port for further processing, including Council consideration.

FISCAL IMPACT STATEMENT

The proposed Agreement ACTA will provide the licensed rights to the Alameda Corridor Transportation Authority (ACTA) for the land at a term of 30-years, at no cost. The proposed Agreement is revocable, subject to a 90-day written notice, and will relieve the Harbor Department of any cost associated with the maintenance and improvements of the land. There is no impact to the City General Fund.

TIME LIMIT FOR COUNCIL ACTION

Pursuant to Charter Section 606, Process for Granting, Franchises, Permits, Licenses and Entering Into Leases," unless Council takes actions disapproving a contract that is longer than five years within 30 days after submission to Council, the contract will be deemed approved.

MAS:ABN:10110066
