

July 13, 2006

Antonio R. Villaraigosa, Mayor
City of Los Angeles

Board of Harbor
Commissioners

S. David Freeman
President

Jerilyn López Mendoza
Vice President

Kaylynn L. Kim

Douglas P. Krause

Joseph R. Radisich

Geraldine Knatz, Ph.D.
Executive Director

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

CD No. 15

**SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND
ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR
THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA
CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-
WAY**

Pursuant to Section 385 of the City Charter and related implementing provisions of the Los Angeles Administrative Code, enclosed for passage by your Honorable Body are six (6) Ordinances, approved as to form by the City Attorney, approving Order Nos. 6864, 6865, 6866, 6867, 6868, and 6869, which were adopted by the Board of Harbor Commissioners at its meeting held Wednesday, April 5, 2006.

RECOMMENDATION:

The City Council adopt the following:

1) the Ordinance approving Order No. 6864 which approves and authorizes the Utility Easement Deed by and among the City of Los Angeles, City of Long Beach, and the Metropolitan Water District of Southern California;

2) the Ordinance approving Order No. 6865 which approves and authorizes the Easement Deed by and among the City of Los Angeles acting by and through its Board of Harbor Commissioners, and the City of Long Beach acting by and through its Board of Harbor Commissioners, and the City of Vernon;

3) the Ordinance approving Order No. 6866 which approves and authorizes the Grant Deed by and among the City of Los Angeles acting by and through its Board of Harbor Commissioners, and the City of Long Beach acting by and through its Board of Harbor Commissioners, and Valero Refining Company;

4) the Ordinance approving Order No. 6867 which approves and authorizes the Grant Deed and Assignment by and among the City of Los Angeles acting by and through its Board of Harbor Commissioners, the City of Long Beach acting by and through its Board of Harbor Commissioners, the Alameda Corridor Transportation Authority, and the City of Compton;

5) the Ordinance approving Order No. 6868 which approves and authorizes the Reciprocal Grant Easement Deeds and Assignments by and among the City of Los Angeles acting by and through its Board of Harbor Commissioners, the City of Long Beach acting by and through its Board of Harbor Commissioners, the Alameda Corridor Transportation Authority, and the City of Vernon; and



425 S. Palos Verdes Street

Post Office Box 151

San Pedro, CA 90733-0151

Tel/TDD 310 SEA-PORT

www.portoflosangeles.org

July 13, 2006

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

Page 2

6) the Ordinance approving Order No. 6869 which approves and authorizes the Reciprocal Grant Deeds and Assignment by and among the City of Los Angeles acting by and through its Board of Harbor Commissioners, the City of Long Beach acting by and through its Board of Harbor Commissioners, the Alameda Corridor Transportation Authority, and the City of Huntington Park.

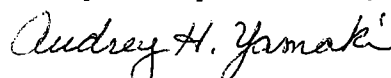
ENVIRONMENTAL REVIEW:

The proposed activities were assessed in the Alameda Corridor Project Environmental Impact Statement/Supplemental Environmental Impact Report (SCH No. 90011169), which was approved by the Alameda Corridor Transportation Authority Governing Board on January 14, 1993 and by the Los Angeles City Board of Harbor Commissioners on June 28, 1993. The Director of Environmental Management has determined that the proposed activity has been previously evaluated pursuant to the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(i) of the Los Angeles City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

The proposed grant deeds and exchange of property rights will require no funds from the Harbor Department. This Board action will result in the corridor cities and the MWD and Valero indemnifying the Harbor Department from liability associated with street and roadway use and transfers any maintenance costs associated with the transferred facilities to the corridor cities, MWD and Valero. ACTA will maintain all corridor improvements pursuant to its Use Permit the Corridor Use and Operating Agreement by and among the Grantors and ACTA.

Respectfully submitted,



AUDREY H. YAMAKI
Commission Secretary

cc: Trade, Commerce, & Tourism Committee
Councilwoman Hahn, encs.
Councilman Rosendahl, encs.
Councilman Weiss, encs.

RECOMMENDATION APPROVED; AND
ORDER NOS. 6864, 6865, 6866, 6867, 6868 AND 6869 ADOPTED
BY THE BOARD OF HARBOR COMMISSIONERS

April 5, 2006

Audrey H. Yonaki
SECRETARY



Executive Director's
Report to the
Board of Harbor Commissioners

DATE: March 20, 2006

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

SUMMARY:

The Ports of Los Angeles and Long Beach are disposing of property that was purchased jointly by the two Cities of Los Angeles and Long Beach by and through their respective Boards of Harbor Commissioners for the Alameda Corridor Transportation Authority railroad right-of-way. As the Alameda Corridor tracks pass through several corridor municipalities, encroachments onto properties by operations of the railroad are offset by local municipal use of rail right-of-way. Various parcels of street and railroad rights-of-way and utility easements are exchanged to complete transactions that are of mutual benefit to the parties. Included are the cities of Vernon, Compton, and Huntington Park; a utility, the Metropolitan Water District; and Valero, an asphalt plant adjacent to the corridor.

RECOMMENDATIONS:

It is recommended that the Board of Harbor Commissioners:

1. Adopt the Orders and Ordinances approving and authorizing the execution of the following documents:
 - (a) Proposed Utility Easement Deed by the City of Los Angeles as to an undivided 50% interest and the City of Long Beach as to an undivided 50% interest to the Metropolitan Water District of Southern California, therein granting the Metropolitan Water District a non-exclusive permanent easement and right-of-way to construct, maintain and operate a water pipe and appurtenant structures;
 - (b) Proposed Easement Deed by and between the City of Los Angeles, acting by and through its Board of Harbor Commissioners, and the City of Long Beach, acting by and through its Board of Harbor Commissioners, and the City of Vernon (Vernon), therein granting Vernon non-exclusive permanent easements for a sanitary sewer line, access across the property to service the line, and installation of manholes connecting to the line;
 - (c) Proposed Grant Deed by the City of Los Angeles, acting by and through its Board of Harbor Commissioners, and the City of Long Beach, acting by and through its Board of Harbor Commissioners, to the Valero Refining Company-California (Valero), therein granting Valero title to a strip of real property adjacent to its refinery in exchange for payment, improvements made by it thereon, and various covenants by Valero of benefit to the Cities and the Alameda Corridor Transportation Authority;

DATE: March 20, 2006

Page 2 of 8

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

(d) Proposed Grant Deed and Assignment by and among the City of Los Angeles, acting by and through its Board of Harbor Commissioners, the City of Long Beach, acting by and through its Board of Harbor Commissioners, the Alameda Corridor Transportation Authority (ACTA) and the City of Compton (Compton), therein granting Compton real property interests in certain Corridor Crossing Locations, Corridor Crossing Location Improvements, City Non-Corridor Crossing Locations, City Non-Corridor Crossing Improvements, Bridge Improvement Location, and Bridge Improvements amounting to easements, terminating existing interests Compton has in the Cities' or ACTA's property, and providing acceptance by Compton of the Grant Deed;

(e) Proposed Reciprocal Grant Deeds and Assignments by and among the City of Los Angeles, acting by and through its Board of Harbor Commissioners, the City of Long Beach, acting by and through its Board of Harbor Commissioners, the Alameda Corridor Transportation Authority (ACTA) and the City of Huntington Park (Huntington Park), therein granting Huntington Park real property interests in certain Corridor Crossing Locations, Corridor Crossing Location Improvements, City Non-Corridor Crossing Locations, and City Non-Corridor Crossing Improvements amounting to easements, terminating existing interests Huntington Park has in the Cities' or ACTA's property, and providing acceptance by Huntington Park of the Grant Deed; and

(f) Proposed Reciprocal Grant Easement Deeds and Assignments by and among the City of Los Angeles, acting by and through its Board of Harbor Commissioners, the City of Long Beach acting by and through its Board of Harbor Commissioners, the Alameda Corridor Transportation Authority (ACTA) and the City of Vernon (Vernon), therein granting Vernon real property interests in certain Corridor Crossing Locations, Corridor Crossing Location Improvements, City Non-Corridor Crossing Locations, City Non-Corridor Crossing Improvements, Surface Area for street uses, sidewalks and curbs for pedestrian walkways, Bridge Structure Related-Improvements, and Street Easement Area Locations amounting to easements and providing acceptance by Vernon of the Grant Deed.

2. Authorize and direct the Board Secretary to transmit the Orders and Ordinances to the City Council for its approval pursuant to Section 385 of the City Charter; and
3. Authorize the Executive Director and Board Secretary to execute the proposed Order and, as necessary, instruments of acceptance upon approval of the City Council.

DATE: March 20, 2006

Page 3 of 8

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

PREVIOUS BOARD ACTIONS:

1. The City of Los Angeles and the City of Long Beach, by and through their respective Boards of Harbor Commissioners, jointly own certain railroad property that crosses several local municipalities between San Pedro Bay and downtown Los Angeles. Pursuant to a Tenancy in Common Agreement dated December 29, 1994, restated and approved January 9, 2004, between the two ports, legal title to this property is held with each party having an undivided fifty percent interest in and to the property.
2. On October 12, 1998, the two ports and the Alameda Corridor Transportation Authority entered into a Use Permit for a term of 50 years wherein the ports granted ACTA possession and use that encompasses all interests in and to properties the two ports acquired and hold in common. ACTA was thereby enabled to construct and develop the Alameda Corridor connecting San Pedro Bay to downtown Los Angeles. Hereinafter, the two ports, acting jointly or having acted jointly, may be referred to as "Grantors".

DISCUSSION:

1. ACTA is a joint powers authority created by the two ports pursuant to California Government Code Sections 6500 *et seq.* for the purpose of constructing, operating and maintaining the rail infrastructure project commonly known as the Alameda Corridor. In furtherance of the construction of the Alameda Corridor, the two ports acquired title to certain real property over, on and under which the Alameda Corridor has been constructed. Subsequent to acquisition of this property, now held jointly as Tenants in Common by the ports, ACTA was given possession of the property under a Use Permit dated October 12, 1998. The authority granted to ACTA by its incorporation and by the Use Permit enabled ACTA to negotiate with cities along the corridor alignment certain accommodations that facilitated the construction and operation of the rail improvements. For the purpose of executing the instruments proposed herewith, the construction of the Alameda Corridor was substantially completed, and rail operations on the Alameda Corridor commenced April 15, 2002.

Pursuant to development of the Alameda Corridor, ACTA entered into various Memorandums of Understanding (MOU) with corridor cities and private utilities using railroad rights-of-way or owning or otherwise controlling parcels of land required for construction and operation of the Alameda Corridor railroad improvements. These MOU provided for the manner in which the property rights associated with individual parcels or portions thereof would be exchanged or modified to the mutual benefit of the parties involved.

DATE: March 20, 2006

Page 4 of 8

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

The six instant proposed documents, identified (a) – (e) in the Recommendation section, shall be so identified, also, in the following sections of this Board letter.

2. To facilitate construction of the Alameda Corridor and related improvements at the north end, ACTA entered into a Memorandum of Understanding for the Design and Construction of the Alameda Corridor Program, dated February 17, 1998, between the Metropolitan Water District of Southern California (MWD) and ACTA (the MWD MOU). The MWD MOU specifies that crossing rights existing prior to the construction of the Alameda Corridor will be replaced in like kind for MWD facilities relocated to accommodate the Alameda Corridor Project. ACTA, upon completion of construction of the Alameda Corridor, has the right to convey to MWD, at no cost to MWD, such real property interests and other property rights as equitably maintain MWD's facilities in the affected areas of the Alameda Corridor. Pursuant to the MWD MOU and by way of the proposed Utility Easement Deed, MWD is made whole with regard to property rights MWD enjoyed prior to construction of the Alameda Corridor (Recommendation Item 1a).
3. To facilitate construction of the Alameda Corridor and related improvements in Vernon, ACTA entered into a Memorandum of Understanding for the Design and Construction of the Alameda Corridor Program, dated August 8, 1998, between ACTA and Vernon (the Vernon MOU). Pursuant to the Vernon MOU, the Easement Deed proposed herein conveys to Vernon a non-exclusive permanent easement for a sanitary sewer line at least eight feet below grade crossing the corridor right-of-way. A certificate of acceptance by Vernon is included in the Easement Deed (Recommendation Item 1b).
4. The Grantors have determined to dispose of a portion of the railroad right-of-way not required for the operation of the Alameda Corridor to the adjacent property owner (Valero Refining Company-California or Valero) in exchange for cash payment and drainage improvements mutually beneficial to the parties. The parcel is approximately 10-15 feet wide and about 250 feet in length. Valero shall construct and maintain a retaining wall to protect the corridor from rain runoff and will acquire property allowing for improved vehicular turning radius. The proposed Grant Deed obligates Valero to construct drainage improvements and limits Valero's use of the parcel to that specified in the Deed. The Covenants shall bind successive owners of the lands described in the proposed Deed. The cash value to be paid by Valero to the Grantors for the parcel is \$14,720. This amount represents 50% of an appraised value of approximately \$19 per square foot. ACTA negotiated this payment amount in addition to the value added drainage improvements by Valero as compensation for the parcel. ACTA has deeded to Valero a similar strip parcel immediately adjacent to the east and south of the subject parcel for similar compensation and covenants. The ACTA Board approved that sale dated July 18, 2003, and recorded by the County Recorder as Document No. 03 2559816 (Recommendation Item 1c).

DATE: March 20, 2006

Page 5 of 8

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

5. To facilitate construction of the Alameda Corridor and related improvements in Compton, ACTA entered into a Memorandum of Understanding for the Design and Construction of the Alameda Corridor Program, dated June 2, 1998, between ACTA and Compton (the Compton MOU). Pursuant to the MOU the parties were to cooperate with each other to affect a rearrangement of the impacted facilities of that city. The Grant Deed and Assignment proposed herein grants Compton easements for street improvements either crossing the corridor trench or solely on property adjacent to the corridor trench along with the street improvements, such as curbs, gutters, sidewalks, and street surfaces that were constructed by ACTA pursuant to the project. In return for the possession of the improvements, Compton accepts responsibility for maintenance and repairs to the surface improvements and non-corridor crossing improvements. Existing interests – permits, licenses, easements, or other rights or interests in or to the Grantors' property or Alameda Corridor right-of-way are terminated. Acceptance of the easements and improvements and the responsibility for their maintenance by Compton is acknowledged by a Certificate of Acceptance executed by Compton (Recommendation Item 1d).

6. To facilitate construction of the Alameda Corridor and related improvements in Huntington Park, ACTA entered into a Memorandum of Understanding for the Design and Construction of the Alameda Corridor Program, dated January 20, 1998, between ACTA and Huntington Park (the Huntington Park MOU). The Reciprocal Grant Deeds and Assignment proposed herein grants Huntington Park easements for street improvements either crossing the corridor trench or solely on property adjacent to the corridor trench along with the street improvements, such as curbs, gutters, sidewalks, and street surfaces that were constructed by ACTA pursuant to the project. In return for the possession of the improvements, Huntington Park accepts responsibility for maintenance and repairs to the surface improvements and non-corridor crossing improvements. In addition, Huntington Park grants to ACTA certain Trench Easements and a Maintenance Easement for operating and maintaining a Rail Corridor Segment and Trench Topping Section. Existing interests accruing to Huntington Park – permits, licenses, easements, or other rights or interests in or to the Grantors' property or Alameda Corridor right-of-way are terminated. Similarly, existing ACTA or the Grantors' interests in or to Huntington Park property, other than those provided for in the proposed Grant Deed to ACTA, are terminated by execution of the proposed Deed. Acceptance of the easements and improvements and the responsibility for their maintenance by Huntington Park is acknowledged by a Certificate of Acceptance executed by Huntington Park and acceptance of the Trench and Maintenance Easements by ACTA is acknowledged by a Certificate of Acceptance executed by ACTA (Recommendation Item 1e).

DATE: March 20, 2006

Page 6 of 8

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

7. Pursuant to the Vernon MOU referenced in paragraph 3 previously, the Reciprocal Grant Easement Deeds and Assignments proposed herein grants Vernon easements for street improvements either crossing the corridor trench or solely on property adjacent to the corridor trench along with the street improvements, such as curbs, gutters, sidewalks, and street surfaces that were constructed by ACTA pursuant to the project. In return for the possession of the improvements, Vernon accepts responsibility for maintenance and repairs to the surface improvements and non-corridor crossing improvements. Certain access rights, "Rail Corridor Rights" are accepted by ACTA and the Grantors from the grants provided Vernon. In addition, Vernon grants to ACTA certain Trench Easements and a Maintenance and Structure Repair Easement for operating and maintaining a Rail Corridor Segment and any Bridge Structure located within City of Vernon property. A Restrictive Easement prohibits Vernon from access or use of portions of the Rail Corridor Segment or Bridge Structure. Certain rights and interests accruing to Vernon and ACTA are accepted from the respective grants. Acceptance of the easements and improvements and the responsibility for their maintenance by Vernon is acknowledged by a Certificate of Acceptance executed by Vernon and acceptance of the Trench and Maintenance Easements by ACTA is acknowledged by a Certificate of Acceptance executed by ACTA (Recommendation Item 1f).
8. Each proposed grant deed or easement deed identifies and legally describes the real property interests and improvements to be conveyed to each city or third party corporation and the rights and interests retained by the Grantors and ACTA. Since the title to the right-of-way which comprises the Alameda Corridor is held in common by the Grantors and the improvements belong to ACTA, the proposed reciprocal deed conveyances must be approved by each of those three parties as well as the individual corridor city involved.

The following indicates the current status of execution of each document: (a) executed by City of Long Beach, requires execution by City of Los Angeles, and acceptance by MWD; (b) executed by City of Long Beach, requires execution by City of Los Angeles, and acceptance by Vernon; (c) executed by Valero, requires execution by City of Los Angeles and City of Long Beach; (d) executed by ACTA and executed and accepted by Compton, requires execution by City of Los Angeles and City of Long Beach; (e) executed and accepted by ACTA and Huntington Park, executed by City of Long Beach; requires execution by City of Los Angeles; and, (f) executed and accepted by ACTA and Vernon, requires execution by the City of Los Angeles and the City of Long Beach.

DATE: March 29, 2006

Page 7 of 8

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

9. The granting of the property rights herein requested are intended to be without monetary compensation to the cities of Los Angeles and Long Beach, or at a reduced value as in the case of the grant to Valero, in consideration of the mutual benefit to be gained by the parties through the construction of the Alameda Corridor and the individual off-setting exchanges of real property, improvements, and the obligations of the individual parties.

ENVIRONMENTAL ASSESSMENT:

The proposed activities were assessed in the Alameda Corridor Project Environmental Impact Statement/Supplemental Environmental Impact Report (SCH No. 90011169), which was approved by the Alameda Corridor Transportation Authority Governing Board on January 14, 1993 and by the Los Angeles City Board of Harbor Commissioners on June 28, 1993. The Director of Environmental Management has determined that the proposed activity has been previously evaluated pursuant to the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(i) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

The proposed grant deeds and exchange of property rights will require no funds from the Harbor Department. This Board action will result in the corridor cities and the MWD and Valero indemnifying the Harbor Department from liability associated with street and roadway use and transfers any maintenance costs associated with the transferred facilities to the corridor cities, MWD and Valero. ACTA will maintain all corridor improvements pursuant to its Use Permit the Corridor Use and Operating Agreement by and among the Grantors and ACTA.

CITY ATTORNEY:

All of the proposed instruments have been approved as to form by the Office of the City Attorney of the City of Los Angeles. The Orders and Ordinances were prepared and also approved as to form by the Office of the City Attorney.

DATE: March 20, 2006

Page 8 of 8

SUBJECT: EASEMENT DEEDS, GRANT DEEDS, GRANT DEED AND ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS, FOR THE DISPOSITION OF PROPERTIES RELATED TO THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY

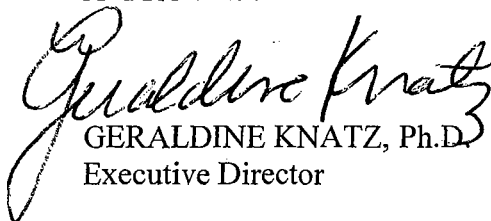
TRANSMITTALS:

1. Order and Ordinance; Utility Easement Deed for the Metropolitan Water District of Southern California (a);
2. Order and Ordinance; Easement Deed for the City of Vernon (b);
3. Order and Ordinance; Grant Deed for the Valero Refining Company-California (c);
4. Order and Ordinance; Grant Deed and Assignment for the City of Compton (d);
5. Order and Ordinance; Reciprocal Grant Deeds and Assignments for the City of Huntington Park (e); and
6. Order and Ordinance; Reciprocal Grant Easement Deeds and Assignments for the City of Vernon and (f)



PHILIP A. TONDREAULT
Director of
Real Estate Division

APPROVED:



GERALDINE KNATZ, Ph.D.
Executive Director

PAT:DMK:kb
BL150kb
ADP# 060313-028

ORDER NO. 6864

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Utility Easement Deed, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, and the METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Utility Easement Deed on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

APPROVED AS TO FORM

1/31, 2006
ROCKARD J. DELGADILLO, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy City Attorney

TG:po
1/12/06

ORDINANCE NO. _____

An Ordinance approving an Order of the Board of Harbor Commissioners for an Utility Easement Deed.

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

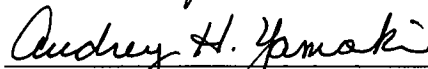
Section 1. The action of the Board of Harbor Commissioners of the City of Los Angeles on the 5th day of April 2006, approving an Utility Easement Deed, by and among the City of Los Angeles, the City of Long Beach, and the Metropolitan Water District of Southern California is hereby ratified, confirmed, and approved. The approved Order reads:

ORDER NO. 6864

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Utility Easement Deed, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, and the Metropolitan Water District of Southern California, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Utility Easement Deed on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.



AUDREY YAMAKI, Board Secretary

Sec. 2. Pursuant to Los Angeles Administrative Code Sections 7.21 and 7.27, the Council finds and determines that the public interest requires that the property owned by the City of Los Angeles and the City of Long Beach as tenants in common be conveyed as an Utility Easement Deed without notice of sale or advertisement for bids.

Sec. 3. The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public

places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located in the Main Street entrance to the City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

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

FRANK T. MARTINEZ, City Clerk

By _____
Deputy

Approved _____

ANTONIO R. VILLARAIGOSA, MAYOR

Approved as to Form and Legality

1/31/06
ROCKARD J. DELGADILLO, City Attorney

By 
THOMAS J. GRIEGO, Deputy

Date _____

File No. _____

TJG:pko
2/1/06

Recording Requested By and Mail To:
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
Post Office Box 54153
Los Angeles, CA 90054
Attention: Asset Management

DOCUMENTARY TRANSFER TAX \$ None
(Exempt--Section 11922, Revenue and Taxation Code)

RECORDING FEES \$ None
(Exempt—Section 27383 of the Government Code)

UTILITY EASEMENT DEED

MWD Parcel No. 1412-9-110
APN 6302-009-274 and 275
(ACTA Parcel No. MCOG-697-1.1)

CITY OF LOS ANGELES, a municipal corporation,
as to an undivided fifty percent (50%) interest,
and
CITY OF LONG BEACH, a municipal corporation,
as to an undivided fifty percent (50%) interest, (jointly known as Grantor)

hereby grants to

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a public corporation (Grantee),

a non-exclusive permanent easement and right of way to construct, reconstruct, maintain, operate, enlarge, remove, and replace a line of pipe at minimum of 10-feet of cover, at any time and from time to time, for water transportation, with every appendage or structure necessary or convenient to be installed at any time in connection therewith, within the property described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by reference.

This grant is subject to the following conditions:

1. Grantor/Grantee shall not change the existing grade or otherwise modify the topography of property affected by this easement without prior written consent of Grantee/Grantor.

2. No building or other structure of whatever nature shall be constructed or maintained upon any portion of the easement area by Grantor, its successors, or assigns.

3. No additional sanitary sewer facilities shall be constructed within the easement area. The requirements of the Criteria for the Separation of Water Mains and Sanitary Sewers must be complied with.

4. Grantor shall not plant trees within 15 feet of the centerline of Grantee's pipeline.

5. Grantor's access over and across this easement shall be reasonably maintained by Grantee during the term of this easement. However, Grantee shall have unobstructed access over and across this easement at all times. Gates capable of accepting Grantee's locks are required in any fences across the easement.

CITY OF LOS ANGELES,
a municipal corporation

CITY OF LONG BEACH,
a municipal corporation

By _____


By _____

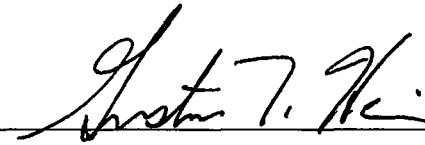
Its _____

EXECUTIVE DIRECTOR
Its _____

Date: _____

Date: 10-4-05

By _____


By _____

Its _____

Executive Secretary
Its _____

Date: _____

Date: 10.4.05

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DELGADILLO, CITY ATTORNEY

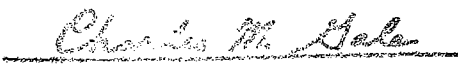
APPROVED AS TO FORM AND RETURNED

JAN 10 2006

SEP 29 2005

J:\Right of Way\Easements -Alameda Corridor Project\ACTA 1412-9-110\LALB.doc

BY 
THOMAS J. ORIEGO
Deputy City Attorney

ROBERT E. SHANNON, City Attorney
BY 
DEPUTY CITY ATTORNEY

Utility Easement Deed
MWD Parcel No.1412-9-110

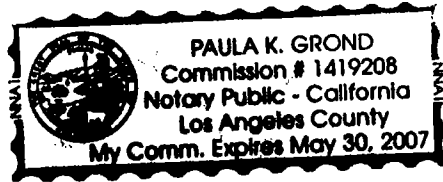
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } S.S.

ON October 4, 2005 before me, Paula K Grond, Notary Public
(here insert name and title of the officer), personally appeared Richard D. Steinke

personally known to me (or ~~prove to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Paula K Grond



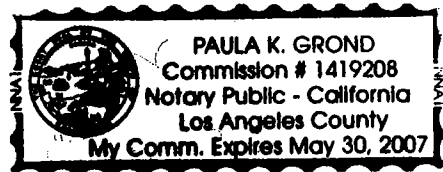
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } S.S.

ON October 4, 2005 before me, Paula K Grond, Notary Public
(here insert name and title of the officer), personally appeared Gustav T Hein

personally known to me (or ~~prove to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Paula K Grond



CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within UTILITY EASEMENT DEED to the Metropolitan Water District, are hereby accepted by the undersigned officer on behalf of the Metropolitan Water District, pursuant to authority conferred by _____, and Metropolitan Water District consents to recordation thereof by its duly authorized officer.

METROPOLITAN WATER DISTRICT

By: _____

PSOMAS

LEGAL DESCRIPTION

EXHIBIT "A"

Parcel MCOG-697-1.1 – MWD R/W Parcel No. 1412-9-110

That portion of Parcel 1B situated in the City of Vernon, County of Los Angeles, State of California, as described in the document recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records in the Office of the County Recorder of said County, and as shown on the Record of Survey filed in Book 165, Pages 48 through 51, inclusive of Records of Survey, in the Office of the County Recorder of said County, being a strip of land 26.5 feet wide, lying 7.5 feet northwesterly and 19.0 feet southeasterly of the following described line:

Beginning at the point of intersection of the easterly line of Alameda Street, 30 feet wide, as shown on the map of Tract No. 26751 recorded in Book 679, Pages 73 and 74 of Maps, records of said County, with the southerly line of that certain strip of land, 60 feet wide, conveyed to the City of Vernon for 25th Street, by deed recorded June 29, 1914 in Book 5813, Page 296 of Deeds, in the Office of County Recorder of said County; thence North 89°20'07" East 454.99 feet along the southerly line of said strip of land to the beginning of a non-tangent curve concave southeasterly having a radius of 1185.37 feet, a radial line to said point bears North 37°08'07" West; thence southwesterly along said curve 111.29 feet through a central angle of 05°22'45" to a point on a northerly line of said Parcel 1B, said point being the **True Point of Beginning**; thence continuing southwesterly along said curve 442.31 feet through a central angle of 21°22'46" to the southeasterly line of said Parcel 1B, said point being the Point of Termination of said line.

The sidelines of said strip of land are to be prolonged or shortened so as to terminate northeasterly on said northerly line of said Parcel 1B and to terminate southwesterly on said southeasterly line of said Parcel 1B.

PSOMAS

- 1 Containing 11,433 square feet more or less.
- 2 The area shown is based on grid distance.
- 3
- 4 The distances shown hereon are grid distances. Ground distances may be obtained by
- 5 dividing the grid distances by the mean combination factor of 0.99999373.
- 6
- 7 See Exhibit "B" attached hereto and made a part hereof.
- 8
- 9 Prepared under my supervision.

10 Peter J. Fitzpatrick 3/31/03

11 Peter J. Fitzpatrick, P.L.S. 6777
12 Registration Expires 9/30/04

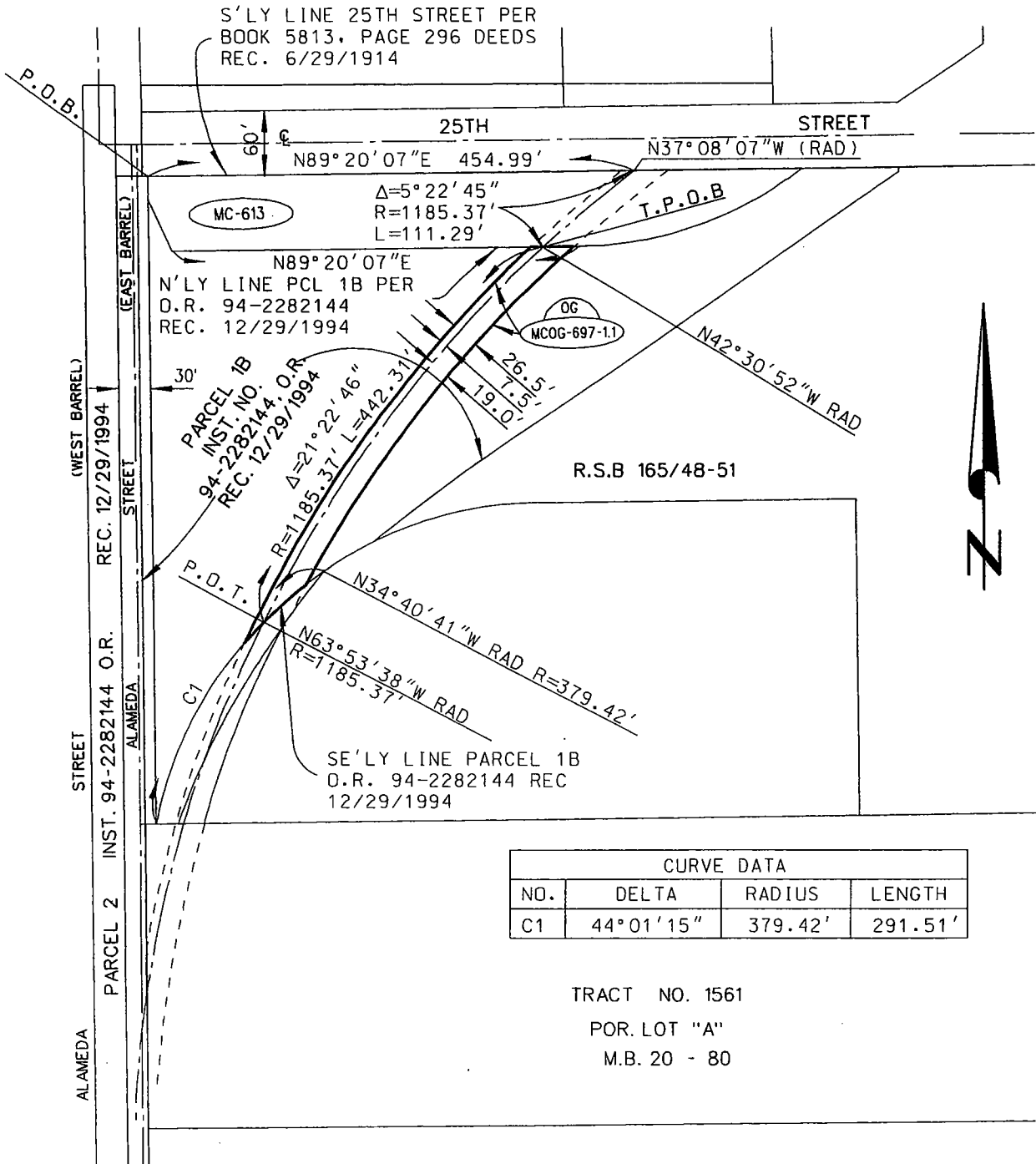


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GRANTOR : ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY		The data shown on this plat are based on a field survey prepared by Psomas and Associates dated May 1995. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.	
DESCRIPTION : SEE ATTACHED EXHIBIT "A"		C	3/27/03 UPDATE PER MWD COMMENTS
		B	2/01/02 UPDATE PER MWD COMMENTS
TITLE REPORT : NOT AVAILABLE		A	4/17/01 ORIGINAL ISSUE
ASSESSORS REF. 6302-009-274	ROW REF : R-105	NO.	DATE REVISION DESCRIPTION

SHEET 1 OF 1

EXHIBIT "B"



CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	44°01'15"	379.42'	291.51'

TRACT NO. 1561
POR. LOT "A"
M.B. 20 - 80

NOTE: AREA SHOWN IS BASED ON GRID DISTANCES.

ACET PARCEL NO.	AREA SQ.FT.	MEAN COMB. FACTOR	MWD PARCEL NO.
MCOG-697-1.1	11433	0.99999373	1412-9-110

	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	ALAMEDA CORRIDOR PARCEL PLAT MCOG-697-1.1	CONTRACT NO. 2DMJ010730 LTR-434
			SCALE N.T.S.
PREPARED BY: PSOMAS	3187 Red Hill Avenue, #250 Costa Mesa, California 92626 714/751-7373 714/545-8883 (Fax)	Engineers Surveyors Planners	DATE APRIL, 2001
			DRAWN BY CHL
			CHECKED BY WAS
			REV. DATE 3/27/03
			REV. NO. C

ORDER NO. 6865

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Easement Deed, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, and the CITY OF VERNON, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Easement Deed on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

APPROVED AS TO FORM

1/31, 2006
ROCKARD J. DELGADILLO, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy City Attorney

TG:po
1/12/06

ORDINANCE NO. _____

An Ordinance approving an Order of the Board of Harbor Commissioners for an Easement Deed.

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

Section 1. The action of the Board of Harbor Commissioners of the City of Los Angeles on the 5th day of April 2006, approving an Easement Deed, by and among the City of Los Angeles, the City of Long Beach, and the City of Vernon, is hereby ratified, confirmed, and approved. The approved Order reads:

ORDER NO. 6865

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Easement Deed, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, and the CITY OF VERNON, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Easement Deed on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to the City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.



AUDREY YAMAKI, Board Secretary

Sec. 2. Pursuant to Los Angeles Administrative Code Sections 7.21 and 7.27, the Council finds and determines that the public interest requires that the property owned by the City of Los Angeles and the City of Long Beach as tenants in common be conveyed as an Easement Deed without notice of sale or advertisement for bids.

Sec. 3. The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the

Main Street lobby to the City Hall; one copy on the bulletin board located in the Main Street entrance to the City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

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

FRANK T. MARTINEZ, City Clerk

By _____
Deputy

Approved _____

ANTONIO R. VILLARAIGOSA, MAYOR

Approved as to Form and Legality

Rockard J. Delgadillo, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy

Date 1/31/06

File No. _____

TJG:pko
2/1/06

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attention: Kevin Wilson, PE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument is exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (Rev. & Tax Code § 11922)

EASEMENT DEED

City of Los Angeles acting by and through its Board of Harbor Commissioners, a municipal corporation, and City of Long Beach acting by and through its Board of Harbor Commissioners, a municipal corporation (collectively, "Grantors"), hereby grant to the City of Vernon, a municipal corporation ("City"), (i) a non-exclusive permanent easement to construct, reconstruct, maintain, operate, enlarge, remove and replace a sanitary sewer line at least eight (8) feet below the surface of the ground within the property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto incorporated herein by this reference (the "Property"); (ii) a non-exclusive permanent easement over and through the Property for ingress and egress to implement the purposes set forth in section (i) above, and (iii) a non-exclusive permanent easement over and through the Property to construct, reconstruct, maintain, operate, enlarge, remove and replace manholes from the surface of the ground to said sanitary sewer line.

This grant is subject to the following conditions:

1. City shall restore the surface of the Property to its original grade to the extent such grade has been changed or any excavation made based on any construction undertaken pursuant to or under this Easement Deed.

2. City shall indemnify and hold harmless Grantors from any liability, damage, claim or liability arising out of or in connection with the exercise of any rights granted under this Easement Deed except for any matter arising out of the acts or omissions of the Grantors.

Dated: _____, 2004

“GRANTORS:

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

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

ATTEST:

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

APPROVED AS TO FORM:

By: Thomas J. Grigo
Printed Name: Thomas J. Grigo
Title: DCA
Date: 1-10-06

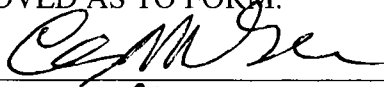
CITY OF LONG BEACH ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS

By: Richard D. Steinke
Printed Name: RICHARD D. STEINKE
Title: EXECUTIVE DIRECTOR
Date: 10-4-05

ATTEST:

By: Gustav T. Hein
Printed Name: Gustav T. Hein
Title: Executive Secretary
Date: 10.4.05

APPROVED AS TO FORM:

By: 
Printed Name: Charles M. Gole
Title: Deputy C. In Attorney
Date: 9/29/05

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within Reciprocal Grant Deeds and Assignments to the City of Vernon, a municipal corporation, are hereby accepted by the undersigned officer on behalf of the City, pursuant to authority conferred by resolutions of said City Council adopted on _____, _____ as Resolution No. _____, and the City of Vernon consents to recordation thereof by its duly authorized officer.

CITY OF VERNON, a municipal corporation

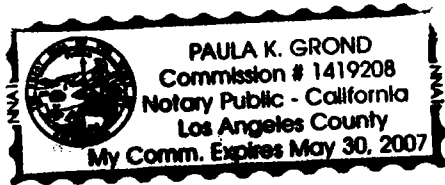
By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 4, 2005 before me, Paula K Grond, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard D Steinke
Name(s) of Signer(s)

- personally known to me
- 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.

Paula K Grond
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

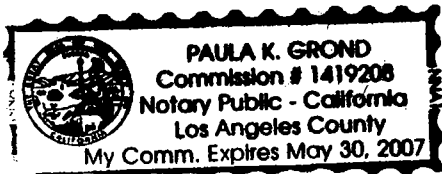
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 4, 2005 before me, Paula K Grond, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gustav T Hein
Name(s) of Signer(s)

- personally known to me
- 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.

Paula K Grond
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

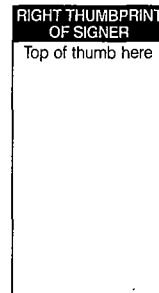
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said County and State, 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.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

PSOMAS

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LEGAL DESCRIPTION

EXHIBIT "A"

Parcel MCOG-697-1.2

That portion of Parcel 1B situated in the City of Vernon, County of Los Angeles, State of California, as described in the document recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records in the Office of the County Recorder of said County, and as shown on the Record of Survey filed in Book 165, Pages 48 through 51, inclusive of Records of Survey, in the Office of the County Recorder of said County, being a strip of land 26.5 feet wide, lying 7.5 feet northwesterly and 19.0 feet southeasterly of the following described line:

Beginning at the point of intersection of the easterly line of Alameda Street, 30 feet wide, as shown on the map of Tract No. 26751 recorded in Book 679, Pages 73 and 74 of Maps, records of said County, with the southerly line of that certain strip of land, 60 feet wide, conveyed to the City of Vernon for 25th Street, by deed recorded June 29, 1914 in Book 5813, Page 296 of Deeds, in the Office of County Recorder of said County; thence North 89°20'07" East 454.99 feet along the southerly line of said strip of land to the beginning of a non-tangent curve concave southeasterly having a radius of 1185.37 feet, a radial line to said point bears North 37°08'07" West; thence southwesterly along said curve 111.29 feet through a central angle of 05°22'45" to a point on a northerly line of said Parcel 1B, said point being the **True Point of Beginning**; thence continuing southwesterly along said curve 442.31 feet through a central angle of 21°22'46" to the southeasterly line of said Parcel 1B, said point being the Point of Termination of said line.

The sidelines of said strip of land are to be prolonged or shortened so as to terminate northeasterly on said northerly line of said Parcel 1B and to terminate southwesterly on said southeasterly line of said Parcel 1B.

PSOMAS

1 Containing 11,433 square feet more or less.
2 The area shown is based on grid distance.
3
4 The distances shown hereon are grid distances. Ground distances may be obtained by
5 dividing the grid distances by the mean combination factor of 0.99999373.
6
7 See Exhibit "B" attached hereto and made a part hereof.

8
9 Prepared under my supervision.

10
11 *Peter J. Fitzpatrick 2-22-02*

12 Peter J. Fitzpatrick, P.L.S. 6777

13 Registration Expires 9/30/04

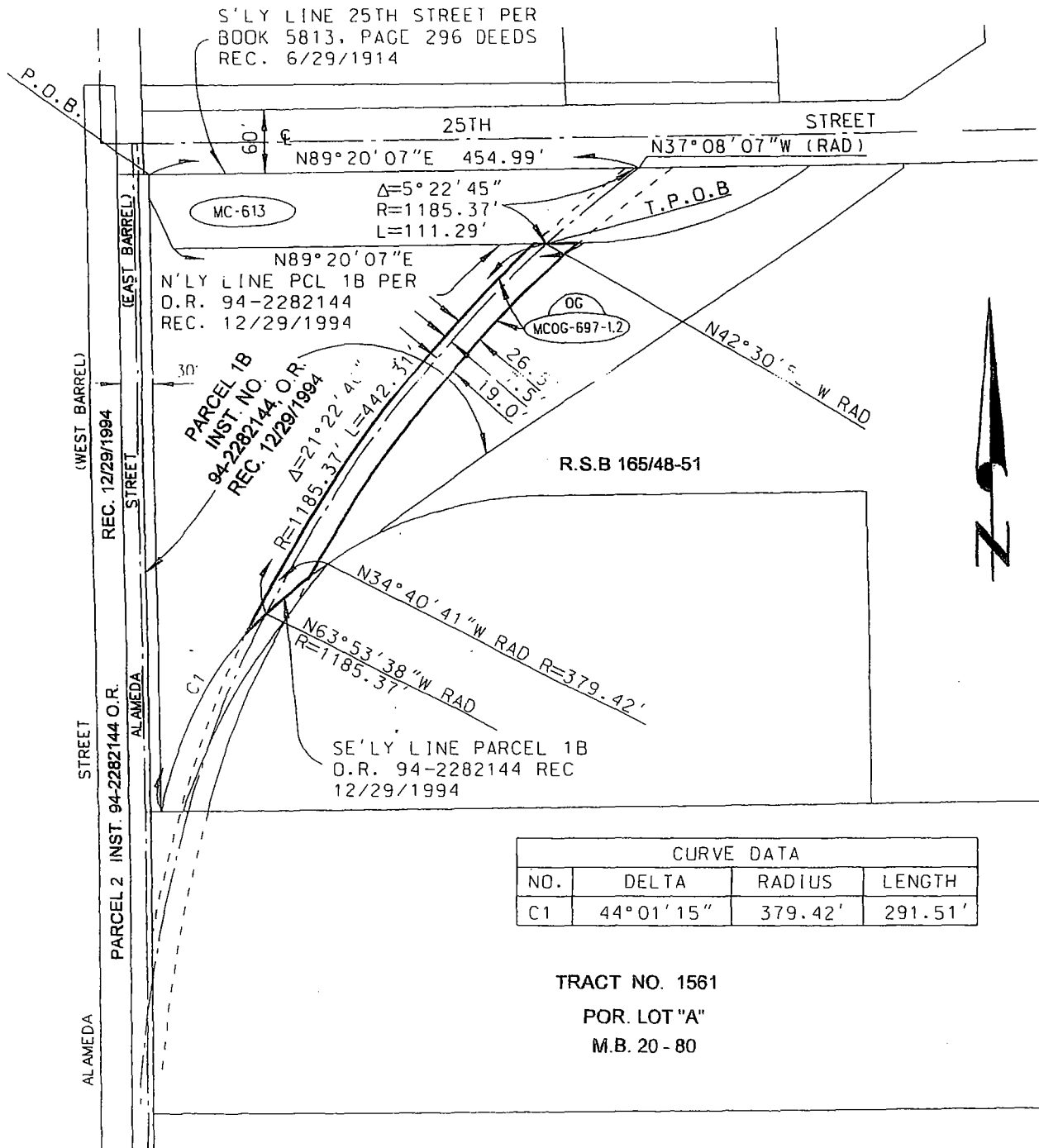


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GRANTOR	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	The data shown on plot are based on a field survey prepared by Psomas and Associates dated May 1995. Bearings and distances are based on California State Plane System BJ Zone 5 coordinates obtained from California H.P.C.N.		
DESCRIPTION	SEE ATTACHED EXHIBIT "A"	B	2/01/02	UPDATE PER MWD COMMENTS
TITLE REPORT	NOT AVAILABLE	A	4/17/01	ORIGINAL ISSUE
ASSESSORS REF	6302-009-274	ROW REF	R-105	NO. DATE REVISION DESCRIPTION

SHEET 1 OF 1

EXHIBIT "B"



CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	44°01'15"	379.42'	291.51'

TRACT NO. 1561
POR. LOT "A"
M.B. 20 - 80

NOTE: AREA SHOWN IS BASED ON GRID DISTANCES.

ACET PARCEL NO.	AREA SQ.FT.	MEAN COMB. FACTOR		
MCOG-697-1.1	11433	0.99999373		



PREPARED BY:
PSOMAS
3187 Red Hill Avenue, #250
Costa Mesa, California 92626
714/751-7373
714/545-8883 (Fax)

Engineers
Surveyors
Planners

ALAMEDA CORRIDOR
PARCEL PLAT
MCOG-697-1.2

CONTRACT NO.	20MJD10730 LTR-434
SCALE	N.T.S.
DATE	APRIL 2001
DRAWN BY	CHL
CHECKED BY	WAS
REV DATE	2/01/02
REV NO	8

ORDER NO. 6866

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that this Grant Deed, by and between the CITY OF LOS ANGELES, and the CITY OF LONG BEACH, and VALERO REFINING COMPANY, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Grant Deed on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

APPROVED AS TO FORM

3/1, 2006
ROCKARD J. DELGADILLO, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy City Attorney

TG:po
2/23/06

ORDINANCE NO. _____

An Ordinance approving an Order of the Board of Harbor Commissioners for the Grant Deed - by and between the City of Los Angeles, and the City of Long Beach, and Valero Refining Company.

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

Section 1. The action of the Board of Harbor Commissioners of the City of Los Angeles on the 5th day of April 2006, approving the Grant Deed, by and between the City of Los Angeles, and the City of Long Beach, and Valero Refining Company is hereby ratified, confirmed, and approved. The approved Order reads:

ORDER NO. 6866

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Grant Deed, by and between the CITY OF LOS ANGELES, and the CITY OF LONG BEACH, and VALERO REFINING COMPANY is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Grant Deed on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

Sec. 2. Pursuant to Los Angeles Administrative Code Sections 7.21 and 7.27, the Council finds and determines that the public interest requires that the property owned by the City of Los Angeles and the City of Long Beach as tenants-in-common be conveyed as the Grant Deed without notice of sale or advertisement for bids.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper

circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located in the Main Street entrance to the City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

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

FRANK T. MARTINEZ, City Clerk

By _____
Deputy

Approved _____

ANTONIO R. VILLARAIGOSA, MAYOR

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy

Date 3/1/06

File No. _____

TJG:pko
2/23/06

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Instrument is exempt from Recording Fees
(Govt. Code § 27383)

THE UNDERSIGNED GRANTORS DECLARE:

DOCUMENTARY TRANSFER TAX IS \$ 0

_____ unincorporated area City of _____

Parcel No. _____

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

GRANT DEED

THIS GRANT DEED ("Deed") is made and entered into as of _____, 2005, by and between the CITY OF LOS ANGELES ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS, a municipal corporation and CITY OF LONG BEACH ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS, a municipal corporation collectively referred to hereinafter as ("PORTS"), and Valero Refining Company – California, a Delaware corporation ("Valero").

RECITALS

A. PORTS jointly hold title to the strip of property located in Los Angeles County, California and further described in Exhibit A attached hereto and incorporated herein by this reference (the "Strip Property"). A portion of the rail infrastructure project commonly known as the "Alameda Corridor" is adjacent to and extends along the Strip Property and such portion is depicted on Exhibit B attached hereto and incorporated herein by this reference.

B. The Strip Property is not necessary for use by the PORTS.

C. Valero desires to obtain title to the Strip Property for the purpose of constructing a retaining wall and drainage system (collectively, the "Wall and Drainage System") and controlling the flow of storm water from the adjacent Valero property to the PORTS' property which will directly benefit the Ports.

D. PORTS are willing to convey title of the Strip Property to Valero subject to certain conditions and reservations.

E. The PORTS have created ACTA, a joint powers authority, pursuant to California Government Code Sections 6500 et seq. for the purpose of constructing, operating and maintaining the Alameda Corridor.

NOW, THEREFORE, in consideration of the foregoing Recitals, the conditions and covenants contained herein, the sum of Fourteen Thousand Seven Hundred Twelve and 50/100 dollars (\$14,712.50), and for other good and valuable consideration including but not limited to: a) the control of storm runoff from the adjacent Valero property to the PORTS' property and b) the cost to be incurred by Valero for that purpose, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

I. DEED

Subject to and excepting the matters set forth in the Section II Exception and subject to the conditions and covenants set forth in the Section III Covenants, the PORTS hereby grant to Valero the Strip Property.

II. EXCEPTION

The following rights and interests shall be excepted by PORTS from the conveyance provided for in Section I hereof: either ACTA acting for the Ports or the Ports retains the right of entry onto the Strip Property for the purposes of inspecting the construction of the proposed retaining Wall and Drainage System to be located on the Strip Property, for the purpose of ingress and egress for future inspection of the Wall and Drainage System and the adjacent non-porous paved area, and pursuant to the provisions below, for maintaining, replacing or repairing the Wall and Drainage System.

III. COVENANTS

The following covenants by Valero shall run with the land, shall bind the Strip Property, shall be of benefit to the PORTS and ACTA, including but not limited to that portion of the PORTS Property depicted on Exhibit B attached hereto (generally, PORTS Property), and shall bind the successive owners of the lands described in this Deed. Valero hereby promises and covenants as follows:

1. (a) Valero shall construct the Wall and Drainage System on the Strip Property in accordance with plans and specifications approved in writing by PORTS. Valero shall submit to the PORTS plans and specifications for the Wall and Drainage System within sixty (60) days after recordation of this Grant Deed, and thereafter shall diligently process those plans and specifications. Such Wall and Drainage System shall be completed no later than six months from the date such plans and specifications are approved by the PORTS in writing.

(b) The plans and specifications for the Wall and Drainage System, discussed in subparagraph 1. (a) above, shall reflect only four (4) drainage outlets. Each of the four (4) drainage outlets shall be subject to valves which shall restrict any water flowing through or from the Strip Property to the PORTS Property unless such valves are opened. Valero shall maintain such valves in the

closed position except at those times when it is necessary to discharge storm water runoff. Provided, however, such valves shall only be opened if (1) the storm water to be discharged, together with other water flow into the Alameda Corridor at that time from other properties, does not materially impact the use and operation of the Alameda Corridor and (2) the discharged storm water meets or exceeds the applicable standards in effect under Valero's operating permit with the State Water Resources Control Board for storm water discharge. In no event shall any valve be opened until Valero tests the water to be discharged and such discharged water satisfies the requirements contained in the current National Pollutant Discharge Elimination System Permit, or other storm water permit in effect, issued to Valero, a copy of which has been provided to PORTS. Upon release of the storm water meeting the requirements of the storm water discharge permit in effect, Valero shall promptly completely close all opened valves. Copies of all test records and test samples shall be maintained by Valero as required by law or permit and copies shall be provided, at no cost, to PORTS promptly upon PORTS' reasonable written request.

2. (a) Valero shall maintain and repair the Wall and Drainage System, and keep it in good condition and free of graffiti. In the event entry onto the Alameda Corridor is required for the inspection, repair, or maintenance of the Wall and Drainage System, no less than thirty (30) days prior to such access, Valero shall first: i) obtain the written consent of ACTA and any railroads operating on the Alameda Corridor, and ii) inform PORTS in writing of the date and purpose of the entry. Valero is responsible for the cost of any protective or safety requirements imposed by either ACTA or the operating railroads.

(b) Valero shall indemnify, defend (using counsel selected by the PORTS) and hold harmless: (a) the PORTS; (b) ACTA; (c) any rail carrier which operates a rail line traversing the PORTS Property and (d) each of their respective council members, mayors, trustees, boards, officers, employees, and their agents and contractors (collectively, "Indemnified Parties") from and against any

and all actions, suits, proceedings, claims, demands, damages, loss, liens, costs (including court costs and attorneys' fees including the allocated cost of in-house counsel), 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 the PORTS or ACTA (including but not limited to the perforated underdrain pipeline located within the Alameda Corridor adjacent to the Strip Property), 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 Valero or any of the Indemnified Parties, or by reason of any actual or asserted failure of Valero to keep, observe or perform any provision of this Covenant, 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.

3. The Strip Property, together with the adjacent land (of a reasonable width to be determined at Valero's sole discretion) held by Valero, shall be paved by Valero with non-porous pavement. Such paving shall extend to the Wall. The pavement shall be installed within six (6) months from the date the Wall and Drainage System plans and specifications are approved by the PORTS in writing and shall be maintained in good repair and condition by Valero. The pavement shall be installed in a manner which will not permit or allow any surface water runoff seepage through the weep holes at the base of the Wall.

4. Upon 30 days prior notice from the PORTS or ACTA, Valero shall undertake and complete on a timely basis, any maintenance, replacement, and/or repair work on the Wall and Drainage System as well as the non-porous pavement which is required to maintain these improvements in accordance with plans and specifications approved by PORTS. In the event Valero fails to perform such maintenance and repair of the Wall and Drainage System as well as the non-porous pavement, either the PORTS or ACTA has the right but not the obligation to perform such work and Valero (or its successors) agrees to pay costs thereof within thirty (30) days after delivery of an itemized bill.

5. Valero shall install within six (6) months from the date the Wall and Drainage System plans and specifications are approved by the PORTS in writing and keep in good repair and condition energy dissipaters at each of the 4' ^{draw 1/6/06} valve drainage outlets. Each energy dissipater shall be installed in accordance with plans and specifications approved in writing by PORTS and ACTA.

6. Valero shall undertake all of its construction activities on the Strip Property subject to existing conditions including any and all existing utilities installed within the Strip Property and shall protect them in place unless otherwise relocated by Valero at its own cost and expense.

7. Valero shall not use the Strip Land for any purpose except for drainage, vehicle movement and parking and the storage of non-flammable, non-hazardous materials, and no improvement shall be constructed within the Strip Property except as provided for in this Deed.

This Grant Deed is subject to all easements, encumbrances and other matters, whether recorded or not.

IN WITNESS WHEREOF, the parties to this Deed have duly executed it as of the date and year first written above.

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

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

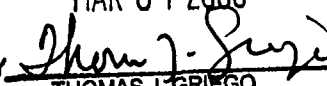
ATTEST:

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

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DELGADILLO, CITY ATTORNEY

APPROVED AS TO FORM:

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

MAR 01 2006
BY 
THOMAS J. GRIEGO
Deputy City Attorney

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

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

ATTEST:

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

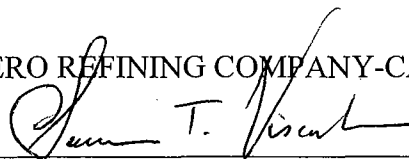
APPROVED AS TO FORM:

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

“Valero”

VALERO REFINING COMPANY-CALIFORNIA

By: _____



Salvatore T. Viscontini SRL RSTL PJ
Vice President

1/6/06

Acknowledgement Page for VALERO REFINING COMPANY-CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On JANUARY 6, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SALVATORE T. VISCONTINI, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/~~or~~ 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.

(AFFIX NOTARIAL SEAL)



Christine C Ciasca

NOTARY PUBLIC

City of Los Angeles' Acknowledgement Page

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said County and State, 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/or 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.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

PSOMAS

LEGAL DESCRIPTION

Exhibit "A"

SEOG-372-1

That portion of Parcel 26B in the City of Los Angeles, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records of said County, and as shown on the map filed in Book 160, Pages 1 through 15 inclusive of Records of Survey, records of said County, described as follows:

Beginning at the most westerly corner of Lot 1 of Tract No.13038, as shown on the map recorded in Book 254, Page 20 of Maps, records of said County; thence North 30°02'33" East 247.42 feet along the northwesterly line of said Lot 1 to the true point of beginning, said point being the beginning of a non-tangent curve concave easterly having a radius of 685.78 feet, a radial line to said beginning of curve having a bearing of North 81°10'38" West; thence, leaving said northwesterly line, northerly and northeasterly along said curve through a central angle of 15°27'01" an arc length of 184.93 feet to the beginning of a compound curve concave southeasterly having a radius of 908.00 feet; thence northeasterly along said curve through a central angle of 06°18'19" an arc length of 99.92 feet; thence South 60°22'19" East 7.59 feet to the southeasterly line of said Parcel 26B; thence South 30°02'37" West 3.98 feet along said line to the beginning of a curve therein concave easterly having a radius of 732.48 feet; thence southwesterly and southerly along said curve through a central angle of 19°01'22" an arc length of 243.19 feet to said northwesterly line of Lot 1; thence along said northwesterly line South 30°02'33" West 36.37 feet to the true point of beginning.

Said parcel contains 2,675 square feet or 0.06 acres, more or less.

The distances shown hereon are grid distances. Ground distances may be obtained by dividing the grid distances by the mean combination factor of 1.00006481.

As shown on Exhibit "B" attached hereto and made a part hereof.

PSOMAS

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This legal description is not intended to be used in the conveyance of land in violation of the subdivision map act of the State of California.

Prepared under the direction of:



Walter A. Sheek, P.L.S. 4838

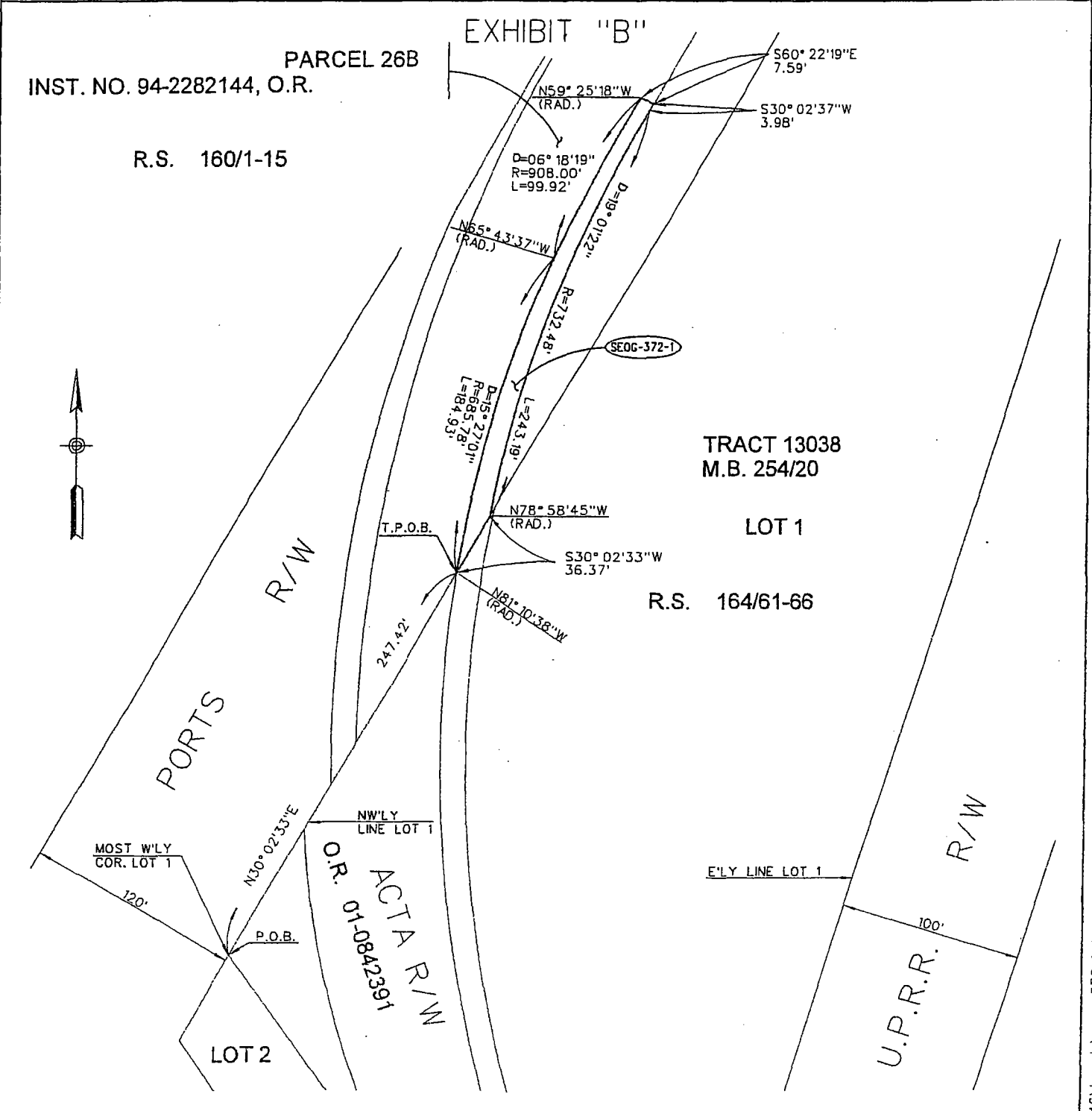
Expires 9/30/04

Mar. 22, 2002

Date



GRANTOR : CITY OF LOS ANGELES & CITY OF LONG BEACH		The data shown on plat are based on a field survey prepared by Psomas and Associates dated May 1998. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.	
DESCRIPTION : SEE ATTACHED EXHIBIT "A"			
		B	3/22/2002
		A	3/13/2002
TITLE REPORT : N/A			UPDATED PER COMMENTS
			ORIGINAL ISSUE
ASSESSORS REF. 7426-028-001	ROW REF :	NO.	DATE
			REVISION DESCRIPTION



ACTA PARCEL NO.	AREA		
SEOG-372-1	2675 SQ. FT.		

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	ALAMEDA CORRIDOR PARCEL PLAT SEOG-372-1	CONTRACT NO. 2DMJD107.31 LTR 546
		SCALE N.T.S.
PSOMAS Psomas - Costa Mesa 3187 Red Hill Avenue, *250 Costa Mesa, California 92626 714/751-7373	Engineers Surveyors Planners	DATE MARCH 13, 2002
		DRAWN BY C. URENA
		CHECKED BY W. SHEEK
		REV. DATE REV. NO.

ORDER NO. 6867

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that this Grant Deed and Assignment, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, Alameda Corridor Transportation Authority (ACTA), and the CITY OF COMPTON, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Grant Deed and Assignment on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

APPROVED AS TO FORM

3/1, 2006
ROCKARD J. DELGADILLO, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy City Attorney

TG:po
2/23/06

ORDINANCE NO. _____

An Ordinance approving an Order of the Board of Harbor Commissioners for the Grant Deed and Assignment - by and among the City of Los Angeles, the City of Long Beach, the Alameda Corridor Transportation Authority (ACTA), and the City of Compton

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

Section 1. The action of the Board of Harbor Commissioners of the City of Los Angeles on the 5th day of April 2006, approving the Grant Deed and Assignment, by and among the City of Los Angeles, the City of Long Beach, ACTA, and the City of Compton is hereby ratified, confirmed, and approved. The approved Order reads:

ORDER NO. 6867

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Grant Deed and Assignment, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, ACTA, and the CITY OF COMPTON is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Grant Deed and Assignment on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

Sec. 2. Pursuant to Los Angeles Administrative Code Sections 7.21 and 7.27, the Council finds and determines that the public interest requires that the property owned by the City of Los Angeles and the City of Long Beach as tenants-in-common be conveyed as the Grant Deed and Assignment without notice of sale or advertisement for bids.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located in the Main Street entrance to the City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

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

FRANK T. MARTINEZ, City Clerk

By _____
Deputy

Approved _____

ANTONIO R. VILLARAIGOSA, MAYOR

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy

Date 3/1/06

File No. _____

TJG:pko
2/23/06

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Alameda Corridor Transportation Authority
One Civic Plaza
Carson, CA 90745
Attention: Joseph Burton, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This instrument is exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (Rev. & Tax Code § 11922)

GRANT DEED AND ASSIGNMENT

("City of Compton")

THIS GRANT DEED AND ASSIGNMENT (this "Grant Deed") are made and entered into as of _____, 2004, by and among **ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**, a joint powers authority created under the laws of the State of California ("ACTA"), **CITY OF LOS ANGELES ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS**, a municipal corporation ("POLA"), **CITY OF LONG BEACH ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS** ("POLB") and **CITY OF COMPTON**, a municipal corporation ("City").

RECITALS:

A. ACTA is a joint powers authority created by the City of Los Angeles and the City of Long Beach pursuant to California Government Code Sections 6500 *et seq.* for the purpose of constructing, operating and maintaining the rail infrastructure project commonly known as the Alameda Corridor in Los Angeles County, California.

B. In furtherance of the construction of the Rail Corridor (as defined below), POLA and POLB jointly acquired title to certain real property over, on and under which the Rail Corridor has been constructed. A portion of the Rail Corridor is located within the City.

C. Pursuant to that certain Use Permit dated as of October 12, 1998, POLA and POLB authorized ACTA, in its own name, to construct and operate the Rail Corridor. In

furtherance thereof and pursuant to ACTA's joint power authority, ACTA also acquired, in its own name, title to certain real property over, on and under which the Rail Corridor has been constructed and additional lands in the vicinity of the Rail Corridor.

D. To facilitate construction of the Rail Corridor and related improvements within the City, ACTA entered into that certain Memorandum of Understanding for the Design and Construction of Alameda Corridor Program, dated as of June 2, 1998, between ACTA and the City (the "MOU").

E. Pursuant to Section 3.10 of the MOU, upon completion of construction of the Rail Corridor, ACTA has the right to convey to the City, at no cost to the City, such real property interests and other property rights "located within the City's boundaries as ACTA determines in its sole discretion is not necessary to the Alameda Corridor."

F. For purposes of the MOU, construction of the Rail Corridor was substantially completed, and rail operations on the Rail Corridor commenced, on April 15, 2002.

G. This Grant Deed implements Section 3.10 of the MOU on the terms set forth below and results in superceding, replacing and terminating the MOU except as to those provisions which specifically survive termination of the MOU pursuant to the MOU.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following capitalized terms are used in this Grant Deed with the following meanings:

"ACTA" means the Alameda Corridor Transportation Authority, a joint powers authority created under the laws of the State of California.

"ACTA Adjoining Property" means that portion of the ACTA Property not located within the Rail Corridor Segment, but which portion includes, but is not limited to, the areas above the Rail Corridor Segment.

“ACTA Property” means the property within the city limits of the City in which ACTA, POLA and/or POLB hold interests therein which property is described in Attachment 1 hereto.

“ACTA Trench Topping Section” means the area between the top of the Rail Corridor Segment and one-half inch below the surface of the land or roadway.

“Bridge Improvements” means the bridge whose vertical extent commences at the location described in Exhibit A-1 to Attachment 6 hereto and depicted on Exhibit A-2 to Attachment 6 hereto ("Bridge"), the stairway located in the area described in Exhibit B-1 to Attachment 6 hereto and depicted on Exhibit B-2 to Attachment 6 hereto (“Stairway”) and the footings supporting the Bridge and Stairway located in the area described in Exhibit C-1 to Attachment 6 hereto and depicted on Exhibit C-2 to Attachment 6 hereto (“Footings”).

“Bridge Improvement Location” means those areas subject to the Bridge Improvements. The area above and below the actual physical structure Stairway improvement shall be subject to joint use by the City and ACTA.

“City Easements” mean those easements granted by ACTA to the City pursuant to Section 2.1 below.

“City Easement Areas” mean the specific space occupied by the City Easements and the area above such specified space, but shall not include the area below the specific space occupied by the City Easements. Exhibits A, B, C and D to Attachment 2 hereto and A-1, A-2, B-1, B-2, C-1 and C-2 to Attachment 6 hereto describe the real property upon which the City Easement Areas are located. The City Easement Areas do not include the Rail Corridor Segment, the ACTA Trench Topping Section, nor any portion of the ACTA Adjoining Property not specifically included within the City Easement Areas. As a limitation with respect to the Bridge Improvements, the Bridge shall not extend below a horizontal plane having an elevation as described in Exhibit A-1 to Attachment 6 hereto.

“City Facilities” mean the Crossing Location Surface Improvements, the City Non-Corridor Crossing Improvements and the Bridge Improvements. There are no City Facilities located within the Rail Corridor Segment.

“City Non-Corridor Crossing Improvements” mean those City Facilities and structures not below the top of any bridge structure located within the City Non-Corridor Crossing Locations including (i) all streets, sidewalk curbs; (ii) traffic signals, controllers and detectors regarding the control of motor vehicles and pedestrians, and electrical circuits serving the same; pavement markings, delineators and signing, and crash protection devices; (iii) street lights, including fixtures, electrical circuits and controls; (iv) any street furniture, decorative and security fencing, bollards, signs, monuments and decorative concrete surfaces; (v) surface and roadway drainage systems, and (vi) landscaping, sprinklers and landscaping irrigation facilities and (vii) improvement covered by Permitted Approval located within the City Non-Corridor Crossing Locations.

“City Non-Corridor Crossing Locations” mean those areas at and above the surface of the real property described in Exhibit C to Attachment 2; such areas are graphically depicted on Exhibit D to Attachment 2 hereto.

“Corridor Crossing Locations” mean the vehicle and pedestrian crossings plazas located above those portions of the Rail Corridor Segment and ACTA Adjoining Property, which locations are described in Exhibit A to Attachment 2 hereto and graphically depicted on Exhibit B to Attachment 2 hereto.

“Corridor Crossing Location Improvements” mean all of the following at, on or within the Corridor Crossing Locations: (i) the surface of any bridge or roadway, sidewalk, curb and recreational plazas which are specifically designed for use by pedestrians; (ii) the area between the top of any sidewalk, curb and recreational plazas and the top of the Rail Corridor Segment or bridge structure, whichever is higher; (iii) traffic signals, controllers and detectors regarding the control of motor vehicles and pedestrians, and electrical circuits serving the same; pavement markings, delineators and signing, and crash protection devices; (iv) street lights, including fixtures, electrical circuits and controls; (v) street furniture; (vi) surface and roadway drainage systems; (vii) the Fences erected on the edges of and parallel to the Crossing Locations (but not including Fences running parallel to Alameda Street nor any portion of the Trench Walls); (viii) City landscaping, sprinklers and landscaping irrigation facilities and (ix) improvement covered by a Permitted Approval within the Corridor Crossing Location. The

Crossing Location Surface Improvements do not include the Rail Corridor-Related Facilities, any portion of any bridge structure or the structures comprising or supporting the Rail Corridor Segment. The Corridor Crossing Location Improvements shall in no event extend below either the Rail Corridor Segment or the top of the bridge structure and may extend into the ACTA Adjoining Property.

“Drill Track” means that portion of a single track rail line, and the rail spurs and other support structures relating thereto and the real property on and along which such rail line is located, generally running adjacent to and parallel with portions of the Rail Corridor, which Drill Track is for the use and operation of one or more of the Railroads.

“Fence” means a non-concrete barrier.

“License Areas” mean those “X” hatch marked areas depicted on Attachment 3 hereto which are designated as “Maintenance Areas.

“License Improvements” mean the trees, plants and irrigation system servicing such vegetation located in the License Areas.

“Permitted Approvals” mean any permits or approvals issued pursuant to Article 10 for any work or improvements requiring such a permit or approval.

“POLA” means the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners.

“POLB” means the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners.

“Rail Corridor” means the right of way, multiple main track, high density, mainline railroad system (including the tracks, any service or access roads and the walls of the trench portion of the Rail Corridor), together with the real property in which ACTA, POLA and/or POLB now has or hereafter acquires an interest and on which such railroad system is located which is generally along and parallel to Alameda Street.

“Rail Corridor-Related Facilities” mean the real and personal property located in, on, under or over the ACTA Adjoining Property, related to (i) the operation, maintenance, repair, or improvement of the Rail Corridor Segment, such as structures, improvements, fixtures, installed equipment and other properties (ii) railroad signals, communication facilities, signal houses, and all other installations used in connection with the operation of the Railroads, (iii) water, electrical, telecommunications, drainage and other utility discharge systems or lines serving the Rail Corridor Segment or Rail Corridor-Related Facilities and (iv) any improvement covered by Permitted Approval located within the ACTA Adjoining Property.

“Rail Corridor Rights” mean those rights, titles and interests reserved and excepted in accordance with Section 3 of this Grant Deed

“Rail Corridor Segment” means that portion of the Rail Corridor having the following three dimensional description:

- (i) The length shall follow the exterior of the two parallel Trench Walls and shall commence at the intersection of the Trench Walls at the northerly end of the city limits of the City and shall terminate at the intersection of Trench Walls at the southerly end of the city limits of the City.
- (ii) The width shall be the area between the exterior face of each of the parallel Trench Walls.
- (iii) The vertical extent shall be defined by the top of the Trench Walls, top of the pile cap of the Trench Walls or top of the abutment back wall, whichever is highest, and shall extend downward without limitation. (It is acknowledged that the top of the vertical extent may be somewhat uneven. For example, at the top of the vertical extent at locations on which bridges are located, the top on each side will curve slightly toward the center of the Rail Corridor Segment; the vertical extent of the Rail Corridor Segment may be precisely determined by extending a line perpendicular to the respective Trench Walls from the top of the pile cap or Trench Walls or the abutment back wall, whichever is highest.)

and shall include all improvements and equipment whatsoever located within said described area.

“Railroad” means, individually, The Burlington Northern and Santa Fe Railway Company or Union Pacific Railroad Company, and **“Railroads”** means, collectively, all of The Burlington Northern and Santa Fe Railway Company and Union Pacific Railroad Company, and the assignees of the foregoing, together with any other Class I or regional railroad that in the future may have rights to use the Rail Corridor or the Drill Track.

“Trench Walls” mean those two parallel subsurface walls used as lateral support with regard to the railroad tracks and other improvements located within the Rail Corridor Segment. The top of the Trench Walls is capable of being visually determined and a barrier wall is generally located on top of the Trench Wall which is readily discernable from the Trench Walls.

ARTICLE 1

GRANT DEED TO THE CITY

1.1 City Easements

Subject to and excepting the matters set forth in Section 3 below, ACTA, POLA and POLB hereby grant to the City, to the extent of their respective interests therein, an easement (the **“City Easements”**) (i) over each Corridor Crossing Location for the purpose of maintaining, repairing and replacing the Corridor Crossing Location Improvements, (ii) for the Crossing Location Surface Improvements, (iii) over each City Non-Corridor Crossing Location for the purpose of maintaining, repairing and replacing the City Non-Corridor Crossing Improvements of the City, (iv) for the City Non-Corridor Crossing Improvements of the City, (v) over the Bridge Improvement Location for the purpose of maintaining, repairing and replacing the Bridge Improvements and (vi) for the Bridge Improvements.. All materials, replacements, substitute items and capital improvements installed or made by or on behalf of the City in the City Easement Areas will be the property of the City. The City will use its best efforts to exercise its rights under this Grant Deed in a manner that minimizes the interference with ACTA’s operations.

2.2 Termination of Existing City Interests.

To the extent the City holds permits, licenses, easements or any other rights or interests in or to the ACTA Property, other than those granted pursuant to Section 2.1 of this Agreement or license rights as provided for in Article 11 of this Agreement, such permits, licenses, easements or other rights or interests (including, without limitation, the easements and other property rights conveyed pursuant to the documents set forth on Attachment 4 attached hereto) are hereby terminated.

2.3 City Acceptance

The grants provided for in this Article 2 are accepted concurrently with recording of this Grant Deed and by the City executing and recording the Certificate of Acceptance attached hereto.

ARTICLE 3 **ACTA RIGHTS AND INTERESTS EXCEPTED FROM GRANT**

3.1 Rail Corridor Rights

The following rights and interests shall be excepted by ACTA, POLA and POLB from the grant provided for in Article 2 herein (the “**Rail Corridor Rights**”):

3.1.1 The Rail Corridor-Related Facilities and that portion of the ACTA Adjoining Property subject to the Rail Corridor-Related Facilities and all rights in and to the City Easement Areas not specifically granted by this Grant Deed;

3.1.2 The right of vehicular and pedestrian ingress to and egress from, through the City Easement Areas for the purposes of accessing (including emergency access), inspecting, maintaining, repairing, replacing, constructing or improving any portion of the Rail Corridor Segment or any Rail Corridor-Related Facilities;

3.1.3 The right of entry on, under and through the City Easement Areas to excavate portions of the City Easement Areas in order to repair, reconstruct, improve or expand portions of the Rail Corridor Segment, equipment or fixtures located therein or any Rail Corridor-Related

Facilities, including the right to store such construction materials and equipment on such areas as may be necessary for such work; and

3.1.4 The right to temporarily halt or divert traffic, or temporarily close vehicular access to streets and roadways within the City Easement Area to facilitate any access, inspection, maintenance, repair, construction, reconstruction or improvement work for the Rail Corridor, the Rail Corridor Segment or any Rail Corridor-Related Facilities; provided that no later than 15 days prior to taking any such traffic control measures, ACTA shall deliver a traffic control plan to the City for its prior approval (which approval shall not be unreasonably withheld and shall be deemed given if not withheld no later than 5 days after the City's receipt thereof), which traffic control plan shall describe in reasonable detail the nature and extent of the traffic control measures proposed by ACTA, provided further that if ACTA in good faith determines that such traffic control measures are required in connection with an emergency which requires immediate action, ACTA will deliver to the City such notice as is feasible under the circumstances, which notice shall not be subject to the City's prior approval.

3.2 Duty to Restore Property

Promptly upon completion of any repair, maintenance, excavation, construction, improvement or reconstruction work by ACTA or its contractors on the City Easement Areas, ACTA will restore at its cost the affected property to conditions generally prevailing within the City Easement Area. Upon completion of such work, ACTA will ensure that no liens by contractors, subcontractors, materialmen and other providers of labor, equipment, material and/or services encumber the City Easement Areas in connection with such work.

3.3 Permitted Approval

Before performing new work which shall materially impair any Crossing Location Improvements or City Non-Corridor Crossing Improvements (excluding plants, landscaping and similar items), ACTA shall obtain a Permitted Approval from the City.

ARTICLE 4
MAINTENANCE AND IMPROVEMENT

4.1 Future Improvements and Repair and Maintenance Work by City

4.1.1 All new improvements to be undertaken by or on behalf of the City within the City Easement Areas shall first require that the City obtain a Permitted Approval from ACTA before such work is undertaken.

4.1.2 Any maintenance or repair work to be undertaken by or on behalf of the City (i) within any Corridor Crossing Location, City Non-Corridor Crossing Location or Bridge Improvement Location which will require drilling or any other form of invasive work or (ii) underneath the Bridge shall first require that the City obtain a Permitted Approval from ACTA before such work is undertaken.

4.1.3 No maintenance or repair work shall be undertaken by or on behalf of the City within the City Easement Areas which could impair the structural integrity or safety of the Rail Corridor Segment or is in conflict with any Rail Corridor Rights.

4.2 Maintenance by the City

The City will maintain the City Easement Areas and all appurtenances thereto (including, without limitation, the City Facilities), the License Areas and the areas covered by the license provided for in Section 11.2 hereof in good repair and condition, free of obstructions, and in a manner that does not impair the ability of ACTA or its agents and designees, or the Railroads, to have access to and over and to operate on the Rail Corridor Segment and the Rail Corridor-Related Facilities. If ACTA determines, in its reasonable judgment, that the City Easement Areas or the City Facilities require maintenance, upkeep or repair in order to avoid injury or damage to any portion of the Rail Corridor Segment or persons, vehicles and equipment (including trains) in or around the Rail Corridor Segment, or to enable the exercise of the Rail Corridor Rights, it will notify the City in writing of such facts. The City will commence the maintenance, upkeep or repair specified in such notice within 30 days after ACTA's notice thereof (or in the event of exigent circumstances, such earlier period as is reasonably practicable), and will diligently proceed to complete such maintenance, upkeep or repair. The

responsibility for and cost of carrying out the maintenance, upkeep and repair required on or relating to the City Easement Areas or the City Facilities will be borne solely by the City. If the City fails to repair or maintain the City Easement Areas or the City Facilities within the time period set forth above, then ACTA shall have the right (or in the event of exigent circumstances, ACTA shall have the right without regard to any such time period), in addition to the remedies set forth in Article 7 below, to enter the City Easement Areas for the purpose of making such repairs or maintenance and, after making such repairs or maintenance, will deliver to the City an invoice for the reasonable cost and expenses thereof, and the City will remit to ACTA within 30 days thereafter the entire amount due under such invoice.

4.3 City's Duty to Restore Property

Promptly upon completion of any repair, maintenance, excavation, construction, improvement or reconstruction work by the City or its contractors within the City Easement Areas, the City shall restore at its cost the affected property to conditions generally prevailing within the City Easement Areas. Upon completion of such work, the City will ensure that no liens by contractors, subcontractors, materialmen and other providers of labor, equipment, material and/or services encumber such property in connection with such work.

4.4 Drill Track

The City acknowledges that the Drill Track is located along a portion of the Rail Corridor at grade level. The Drill Track, including any warning or crossing protection devices at street crossings, will be maintained and operated by or on behalf of the Railroads operating on the Drill Track. The City shall cause its employees, agents, contractors and licensees conducting any activities adjacent to the Drill Track to observe (i) all rules and regulations of the entity operating or maintaining the Drill Track, including requirements for the presence of flagpersons during work adjacent to the Drill Track, and (ii) all federal, state and local laws and rules applicable to activities on or adjacent to an active rail line. The City further acknowledges that portions of the Drill Track and related warning and protection devices are located within Corridor Crossing Locations, City Non-Corridor Crossing Locations, Bridge Improvement Location and the City hereby agrees that its rights to any such areas are subordinate and subject to the right to use,

maintain and replace the Drill Track and related warning and protection devices by ACTA and the Railroads.

ARTICLE 5
ACCEPTANCE; WARRANTY DISCLAIMER

5.1 Acceptance

The parties acknowledge that ACTA constructed the City Facilities and certain other road street and pedestrian improvements using the specifications requested and/or approved by the City. Except as may be otherwise agreed pursuant to the terms and conditions of the one (1) year limited warranty as provided in Section 11.4 of the MOU, the City hereby accepts all such improvements, the City Easement Areas and the License Areas in **THEIR AS-IS CONDITION AND IN THEIR AS-IS STATE OF REPAIR ON THE DATE OF THIS GRANT DEED.** Except as set forth in Section 11.4 of the MOU, the City hereby waives and hereby disclaims all construction defect or other similar claims and all warranties of any type or kind whatsoever with respect to the City Easement Areas and the City Facilities or any component thereof or appurtenance thereto, including those of fitness for a particular purpose or use. To the extent available, ACTA shall provide to the City "as built" drawings for the City Easement Areas and the City Facilities constructed by ACTA.

ARTICLE 6
SIGNAGE

6.1 Traffic and Safety Signage

Subject to obtaining a Permitted Approval from ACTA, the City may install and maintain, at its expense, traffic and parking regulation and safety signs on the Fences above the top of the Trench Walls, provided that such signage does not affect the safe operation of the Rail Corridor Segment or the Drill Track. Except or expressly provided in this Section 6.1, the City may not, and may not authorize others to, install, erect or place signage of any kind within the Rail Corridor Segment or on the Drill Track. Nothing in this Section shall be deemed to hinder ACTA's rights to place signs on such walls, Fences or other barriers.

ARTICLE 7
DEFAULT AND REMEDIES

7.1 Defaults

Either party's failure to perform any of its obligations hereunder within 15 days after receipt of written notice from the non-defaulting party shall be a default hereunder; provided that if the defaulting party commences to cure such failure but such failure cannot be cured within such 15-day period despite diligent pursuit of such cure, the defaulting party will be entitled to an extension of the period of time necessary to cure such failure if the defaulting party continues to diligently pursue such cure, not to exceed an additional 75 days.

7.2 Remedies

The remedies provided for herein will be cumulative.

7.2.1 Damages. In the event of a default under or breach of any of the terms of this Grant Deed which is not cured within the applicable cure period provided for herein, if any, the non-defaulting party will have all remedies available at law or in equity against the defaulting party (except as otherwise provided in this Grant Deed, and except that in no event may any party terminate or rescind this Grant Deed).

7.2.2 Specific Performance. The parties acknowledges that in the event of a default under or breach of any of the terms of this Grant Deed that is not cured within the applicable cure period, if any, provided for herein, damages may not be an adequate remedy, and the non-defaulting party may, in addition to exercising its legal remedies, seek equitable relief, including the entry of a decree for specific performance.

7.2.3 Right to Cure. In the event of a default of any of the terms of this Grant Deed which is not cured within the applicable cure period provided for herein, if any, the non-defaulting party will have the right, but not the obligation, to cure the default hereunder. All sums expended by the non-defaulting party in exercising its rights under the preceding sentence, including reasonable attorneys' fees, will be repaid by the defaulting party upon demand therefor. Any amounts owing under this Grant Deed shall bear interest at the rate of 10% per annum.

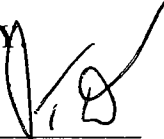

ARTICLE 8
DISPUTE RESOLUTION

IN THE EVENT OF A CLAIM OR DISPUTE ARISING OUT OF THIS GRANT DEED, THE DISPUTING PARTIES WILL MAKE GOOD FAITH EFFORTS TO RESOLVE THE DISPUTE THROUGH NEGOTIATION. FAILING A RESOLUTION OF THE DISPUTE OR CLAIM THROUGH THESE GOOD FAITH EFFORTS WITHIN 30 DAYS AFTER THE COMMENCEMENT OF THE DISPUTE OR CLAIM, ANY DISPUTING PARTY MAY SERVE UPON THE OTHER DISPUTING PARTIES WITHIN SIX MONTHS AFTER EXPIRATION OF THE 30-DAY PERIOD PROVIDED FOR IN THE PRECEDING SENTENCE, A WRITTEN DEMAND FOR ARBITRATION. THE DISPUTING PARTIES WILL, WITHIN 15 DAYS THEREAFTER, OR WITHIN SUCH EXTENDED PERIOD AS THEY WILL AGREE TO IN WRITING, ATTEMPT TO AGREE UPON A MUTUALLY SATISFACTORY ARBITRATOR. IF THEY ARE UNABLE TO AGREE, A NEUTRAL ARBITRATOR WILL BE DESIGNATED PURSUANT TO SECTION 1281.6 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE IS SPECIFICALLY MADE APPLICABLE TO THIS GRANT DEED. THE ARBITRATOR WILL GIVE EACH OF THE PARTIES HERETO 10 DAYS' PRIOR WRITTEN NOTICE OF THE TIME AND PLACE OF THE INITIAL HEARING AND WILL PROCEED WITHOUT DELAY TO HEAR AND DETERMINE THE MATTERS IN SUCH DISPUTE. THE AWARD OF THE ARBITRATOR WILL BE SUPPORTED BY LAW AND SUBSTANTIAL EVIDENCE AND MUST COMPLY WITH THE TERMS OF THIS GRANT DEED, AND FURTHER, THE ARBITRATOR WILL ISSUE WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE MAKING OF AN AWARD WHICH FAILS TO COMPLY WITH THE REQUIREMENTS OF THE IMMEDIATELY PRECEDING SENTENCE WILL BE DEEMED TO BE IN EXCESS OF THE ARBITRATOR'S POWERS AND THE COURT WILL VACATE THE AWARD IF, AFTER REVIEW, IT DETERMINES THAT THE AWARD CANNOT BE CORRECTED WITHOUT AFFECTING THE MERITS OF THE DECISION UPON THE CONTROVERSY SUBMITTED. ANY ARBITRATION

PURSUANT TO THIS PROVISION WILL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA.

NO PERSON WILL ACT AS A NEUTRAL ARBITRATOR WHO IN ANY WAY HAS ANY FINANCIAL OR PERSONAL INTEREST IN THE RESULTS OF THE ARBITRATION OR HAS ANY PAST OR PRESENT RELATIONSHIP WITH ANY OF THE PARTIES OR THEIR COUNSEL. FAILURE TO DISCLOSE ANY SUCH INTEREST OR RELATION WILL BE GROUNDS FOR VACATING THE AWARD.

THE EXPENSES AND FEES OF THE ARBITRATOR WILL BE PAID IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1284.2 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. ANY AWARD BY THE ARBITRATOR WILL INCLUDE REASONABLE ATTORNEYS' FEES TO THE PREVAILING PARTY

ACTA:  CITY: 

ARTICLE 9
CONDITIONS TO GRANTS

9.1 City Easement Areas

In addition to any covenants, conditions, reservations and restrictions set forth in this Grant Deed, the City Easement Areas are transferred to the City hereunder subject to all covenants, conditions, restrictions, reservations, rights, right-of-way, easements and other matters of record or which are apparent. City hereby expressly waives each of the implied covenants which would otherwise arise as a result of the grants from Grantor in this Deed as set forth in Section 1113 of the California Civil Code (the "Civil Code"); provided, however, that ACTA and City each hereby expressly understand and agree that the provisions of Section 1106 of the Civil Code concerning after acquired title shall apply to this Grant Deed and are not hereby waived.

ARTICLE 10
TERMS FOR ISSUANCE OF PERMITS OR APPROVALS

10.1 Permits and Approvals

In the event that the issuance of a permit or approval (“Permitted Approval”) pursuant to this Grant Deed is required prior to the exercise of any rights or reservations provided for in this Grant Deed, the permit or approval requirement shall be subject to the following terms and conditions, which shall be binding upon ACTA, the City and their respective successors in interest.

10.2 Terms and Conditions for Issuance of Permit or Approval

In the event that the issuance of a permit or approval is required pursuant to this Grant Deed, the issuance of such permit or approval shall not be unreasonably withheld or delayed (with ten days being the target date for issuance), and the entity granting the permit or approval shall act promptly with respect to any such request for a Permitted Approval so long as the party requesting the permit or approval (a) has consulted with the permitting entity as to the design and location of the proposed improvement or other type of work, and (b) has prepared and submitted to the permitting entity reasonably detailed plans for the construction of any improvements to be installed, constructed, altered or replaced or other type of work, and provided further that for any permits or approvals requested by the City, the proposed improvements to be constructed or work to be undertaken will not adversely impact the safety or structural integrity of the Rail Corridor Segment.

10.3 Fees for Processing Permit or Approval

No fee or other imposition shall be charged for any permit or approval.

ARTICLE 11
LICENSES

11.1 Landscape License

ACTA hereby grants to the City a license for the purpose of accessing the License Areas and utilizing the License Areas as shown on Attachment 3 for the License Improvements

provided that no trees, plants or irrigation systems shall be installed or planted that impair the structural integrity or safety of the Rail Corridor Segment and provided this Landscape License may be revoked by ACTA, in ACTA's sole discretion, at any time upon written notice to the City over all or any specified portion of the License Areas.

11.2 Signal Device and Related Improvement License

ACTA hereby grants to the City a license for the purpose of maintaining and repairing the existing Traffic Signal devices located as shown on Attachment 5 hereto and existing underground conduits, pull boxes and appurtenant facilities, servicing all existing traffic signal devices provided for under the Grant Deed located outside the City Easement Areas but within the ACTA Property.

11.3 Adjacent Street Closure/Detour License

The City hereby grants to ACTA the right to temporarily halt or divert traffic, or temporarily close vehicular access to streets and roadways adjacent to the Rail Corridor Segment, to facilitate any access, inspection, maintenance, repair, construction, reconstruction or improvement work for the Rail Corridor, the Rail Corridor Segment or any Rail Corridor-Related Facilities; provided that no later than 15 days prior to taking any such traffic control measures, ACTA shall deliver a traffic control plan to the City for its prior approval (which approval shall not be unreasonably withheld and shall be deemed given if not withheld no later than 5 days after the City's receipt thereof), which traffic control plan shall describe in reasonable detail the nature and extent of the traffic control measures proposed by ACTA, provided further that if ACTA in good faith determines that such traffic control measures are required in connection with an emergency which requires immediate action, ACTA will deliver to the City such notice as is feasible under the circumstances, which notice shall not be subject to the City's prior approval.

ARTICLE 12 INDEMNIFICATION

12.1 City Indemnification

The City shall indemnify, defend (with counsel reasonably acceptable to the ACTA Indemnified Entities (as hereinafter defined)) and save harmless ACTA, POLA and its Board of

Harbor Commissioners, POLB and its Board of Harbor Commissioners, each of the Railroads and any users of the Rail Corridor Segment and Drill Track, and each of them, and their respective officers, directors, employees, commissioners, agents, successors and assigns (individually and collectively, the “**ACTA Indemnified Entities**”), from and against any losses, claims, damages, liabilities, actions, costs or expenses (including reasonable attorneys’ fees and costs), which may result directly or indirectly from (a) any act or omission in connection with, related to or arising from the exercise or use of any right, title or interest granted or licensed to City pursuant to this Grant Deed of the City by the City, or its respective employees, agents, representatives, contractors, subcontractors, invitees or licensees or users of the City Easement Areas or License Areas (including but not limited to members of the public utilizing the streets, sidewalks and patio areas), or (b) a breach of the terms by the City of this Grant Deed, except to the extent any such losses result directly from the negligence or willful misconduct of the ACTA Indemnified Entities.

12.2 ACTA Indemnification

ACTA shall indemnify, defend (with counsel reasonably acceptable to the City Indemnified Entities (as hereinafter defined)) and save harmless the City and its officers, council members, employees, commissioners, agents, successors and assigns (individually and collectively, the “**City Indemnified Entities**”), from and against any losses, claims, damages, liabilities, costs or expenses (including reasonable attorneys’ fees and costs) which may result directly or indirectly from (a) any act or omission in connection with, related to or arising from the exercise or use of any right licensed to ACTA pursuant to this Grant Deed by ACTA, its employees, agents, representatives, contractors, subcontractors, invitees or licensees, or users of the areas licensed to ACTA, or (b) a breach of the terms by ACTA of this Grant Deed, except to the extent any such losses result directly from the negligence or willful misconduct of the City Indemnified Entities.

12.3 Notifications

If any claim, action, proceeding, investigation or demand is brought or threatened against any person entitled to indemnification hereunder (an “**Indemnitee**”), by reason of any matter requiring indemnification (an “**Indemnified Matter**”), Indemnitee shall give written notice

thereof to the person required to make such indemnification (an “**Indemnitor**”) which notice shall contain a reasonably detailed description of the event, occurrence or condition giving rise to the claim for indemnity and shall enclose a true copy of any and all documents served upon or received by Indemnitee.

12.4 Payment

If an Indemnitee suffers or incurs any losses arising from or in connection with any Indemnified Matter, Indemnitor shall pay such Indemnitee the total of such losses suffered and incurred by such Indemnitee within 90 days following demand therefor and delivery of an account of Losses suffered by such Indemnitee and thereafter as such losses are incurred and reported to Indemnitor by such Indemnitee.

12.5 Overdue Rate

Any losses required to be paid by Indemnitor to an Indemnitee under this Grant Deed which are not paid within 90 days after demand therefor shall be delinquent. In addition to all other rights and remedies of such Indemnitee against Indemnitor provided herein, or under applicable law, Indemnitor shall pay to Indemnitee interest accrued on any delinquent payments at the Overdue Rate (defined below) from the date such payment is due until paid. As used herein the “**Overdue Rate**” shall be equal to 10% per annum, but in no event shall the Overdue Rate be greater than the maximum rate of interest permitted to be contracted for by California law as of the date of demand.

12.6 Defense

Indemnitor shall at its own cost, expense, and risk: (a) defend each Indemnitee in all suits, actions, or other legal or administrative proceedings that may be brought or instituted against an Indemnitee on account of any Indemnified Matter with counsel selected by Indemnitor and reasonably acceptable to such Indemnitee; (b) pay and/or satisfy any judgment or decree that may be recorded against such Indemnitee in any such suit, action, or other legal or administrative proceedings; and (c) reimburse such Indemnitee for all losses incurred by such Indemnitee relating to or in connection with any such suit, action, or other legal or administrative proceedings.

ARTICLE 13
NOTICES

All notices and other communications under this Grant Deed will be in writing and will be deemed to have been duly given (a) on the date of delivery, if delivered personally on the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below and receipt has been confirmed either telephonically or by facsimile, or (b) on receipt, if mailed to the party to whom notice is to be given by overnight courier or first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

City: City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: City Engineer
Facsimile No.: (310) 604-3816
Confirmation No.: (310) 605-5505

With a copy to: City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: City Manager
Facsimile No. (310) 604-3816
Confirmation No.: (310) 605-5505

To ACTA: Alameda Corridor Transportation Authority
One Pacific Plaza, Suite 650
Carson, California 90745
Attn: Chief Executive Officer
Telecopy No. (310) 233-7483
Confirmation No. (310) 233-7480

ARTICLE 14
MISCELLANEOUS

14.1 Severability

Each provision of this Grant Deed will be interpreted so as to be effective and valid under applicable law to the fullest extent possible. However, if any provision contained herein will for any reason be held invalid, illegal or unenforceable in any respect, then, in order to effect the

purposes of this Grant Deed it will be construed as if such provision had never been contained herein.

14.2 Binding Agreement

Subject to the restrictions on assignment set forth in this Grant Deed, this Grant Deed will be binding upon and will inure to the benefit of the City and ACTA, their respective successors and assigns. Neither ACTA nor the City shall assign or otherwise transfer any interest granted or licensed in this Grant Deed to any other person or entity without the written consent of the other party (except that ACTA may assign any interest to POLA and/or POLB without the written consent of the City).

14.3 Amendments

No modifications, amendments or changes herein or hereof will be binding upon any party unless set forth in a document, duly executed and delivered by ACTA and the City. No provision of this Grant Deed will be altered, amended, revoked or waived except by and instrument in writing signed by the party to be charged with such alteration, amendment, revocation or waiver.

14.4 Attorneys' Fees

In any action brought to declare the rights granted herein or to enforce the provisions of any of the terms of this Grant Deed, the prevailing party will be entitled to an award of reasonable attorneys' fees, costs and expenses (including fees for services rendered by a party's internal or staff counsel) both at trial and in connection with any appeal, in any amount determined by the court or arbitrator. The provisions of this Section 14.4 will survive the entry of any judgment.

14.5 Counterparts

This Grant Deed may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other

counterpart identical thereto except have additional signature pages executed by other parties to this Grant Deed attached thereto.

14.6 Relationship of the Parties

Notwithstanding anything to the contrary contained herein, this Grant Deed will not be deemed or construed to make ACTA, POLA, POLB and the City partners or joint venturers, or to render one liable for any of the debts or obligations of the any other unless expressly so provided in this Grant Deed.

14.7 Third Party Beneficiaries

It is the intent of each party to this Grant Deed that each provision of this Grant Deed inure only to the benefit of the parties hereto as well as to the benefit of POLA, POLB and the Railroads, and the permitted successors and assignees of each of them, and will not inure to the benefit of any other person or entity (including any governmental or quasi-governmental agency or authority). The City acknowledges that POLA, POLB and the Railroads are express third party beneficiaries of this Grant Deed and that POLA, POLB and the Railroads, together or individually, may pursue directly any remedies provided for in this Grant Deed for any breach of this Grant Deed by the City.

14.8 Effect of Grant Deed; MOU

All negotiations relative to the matters contemplated by this Grant Deed are merged herein and there are no other understandings or agreements relating to the matters and things herein set forth other than those incorporated in this Grant Deed or agreements expressly referenced in this Grant Deed or the documents executed in connection herewith. In this regard, the MOU is hereby terminated and is of no further force or effect except for those provisions which specifically survive termination of the MOU pursuant to the MOU.

14.9 Waiver

The failure of any party at any time or times to require performance of any provision hereof will in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty

contained herein, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

14.10 Time of Essence

Time is of the essence of this Grant Deed and of all parts hereof.

14.11 Governing Law; Forum

THIS GRANT DEED WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS-OF-LAW RULES AND PRINCIPLES OF SUCH STATE. EXCEPT FOR MATTERS SUBMITTED TO ARBITRATION IN ACCORDANCE WITH ARTICLE 8, THE PARTIES HERETO AGREE THAT ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS RELATED TO THIS GRANT DEED AND THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE BROUGHT, FILED, PROSECUTED AND DEFENDED IN EITHER THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES OR THE U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.

14.12 Incorporation of Attachments

This Grant Deed includes the following attachments which are attached hereto and are incorporated herein by reference:

ATTACHMENT

1. ACTA Property Description
2. Corridor Crossing Locations and City Non-Corridor Crossing Locations – Description and Depictions (This Attachment contains Exhibits A, B, C and D)
3. License Area
4. Schedule of Existing Right Documents (City)
5. Signal Locations
6. Bridge Improvement Location (This Attachment contains Exhibits A-1, A-2, B-1, B-2, C-1 and C-2)

14.13 Construction

The language in all parts of this Grant Deed will be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. To the extent any "exception" from a grant is not deemed to be an "exception," such "exception" shall be deemed to be a "reservation" and as such, any right, title or interest "excepted" from any grant shall be deemed to be "reserved" from any such grant. Section headings of this Grant Deed are solely for convenience of reference and will not govern the interpretation of any of the provisions of this Grant Deed. References to "Sections" or "Articles" are to Sections or Articles of this Grant Deed and references to "Exhibits" are to Exhibits attached hereto, unless otherwise specifically provided. All references made (i) in the neuter, masculine or feminine gender will be deemed to have been made in all such genders, and (ii) in the singular or plural number will be deemed to have been made, respectively, in the plural or singular number as well. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Grant Deed will refer to this entire Grant Deed and not to any particular provision or section unless specifically indicated otherwise. the terms "include" or "including" do not limit the preceding words or terms. This Grant Deed shall be deemed to have been drafted by all parties to this Grant Deed, and the parties agree that California Code Section 1069 shall be applicable to this Grant Deed and that the word "reservation" used in such Section 1069 shall also be applicable to any exception to any grant in this Grant Deed.

14.14 Non-Discrimination

The parties will not discriminate in their employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, disability, sexual orientation, AIDS, HIV status, physical handicap or Vietnam era veteran status. All assignments and transfers of interest permitted pursuant to this Grant Deed, and all contracts or subcontracts entered with respect to the City Easements, will contain this provision.

14.15 Conflict of Interest

It is hereby understood and agreed that the parties to this Grant Deed have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City of Los Angeles or the City of Long Beach relating to this Grant Deed.

14.16 Further Assurances

Each party will execute all such instruments and documents and will take in good faith all such actions as are reasonably necessary to carry out the provisions of this Grant Deed.

14.17 Joinder by POLA and POLB

Each of POLA and POLB are executing this Grant Deed only to the extent necessary to grant to City the interests set forth in Section 2.1 above, and then only to the extent that POLA and/or POLB have any rights in the real property interests being transferred or granted. The City agrees that neither POLA nor POLB has any obligations or liabilities whatsoever arising from this Grant Deed. Except as set forth in Sections 2.1, 14.7 and 14.17 above, the City hereby acknowledges that neither POLA, nor POLB shall be deemed a party to this Grant Deed for any other purpose. By executing this Grant Deed, the City expressly waives any right to file or assert a claim or action against POLA or POLB arising from this Grant Deed.

14.18 Successors and Assigns

The terms and conditions contained in this Grant Deed shall run with the land and shall bind the successors and assigns of the parties to this Grant Deed.

IN WITNESS WHEREOF, the parties to this Grant Deed have duly executed it as of the day and year first above written.

“ACTA”

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a Joint Powers Authority

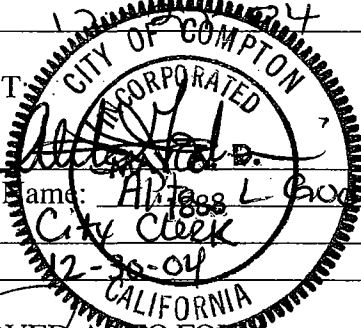
By: [Signature]
John Doherty
Chief Executive Officer

ATTEST:
By: [Signature]
Joseph Burton
General Counsel
~~SPECIAL~~

“CITY”

CITY OF COMPTON
By: [Signature]
Printed Name: Charles Evans
Title: ACM
Date: 12-30-04

ATTEST:
By: [Signature]
Printed Name: Alita L. Godwin
Title: City Clerk
Date: 12-30-04



APPROVED AS TO FORM:
By: [Signature]
Printed Name: RUTH A. RUGLEY
Title: DCA III
Date: 12/29/04

[Signature]
Alita L. Godwin
City Clerk
12-30-04

THE CITY OF LOS ANGELES AND THE CITY OF LONG BEACH EXECUTE THIS DOCUMENT FOR THE LIMITED PURPOSE SPECIFIED IN SECTION 14.17 HEREOF.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DELGADILLO, CITY ATTORNEY

MAR 15 2006

BY Thomas J. Griego
THOMAS J. GRIEGO
Deputy City Attorney

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within Reciprocal Grant Deeds and Assignments to the City of Compton, a municipal corporation, are hereby accepted by the undersigned officer on behalf of the City, pursuant to authority conferred by resolutions of said City Council adopted on 12 14, 04 as Resolution No. 21,426, and the City of Compton consents to recordation thereof by its duly authorized officer.

CITY OF COMPTON, a municipal corporation

By: Charles Coons

ACTA's Acknowledgment Page

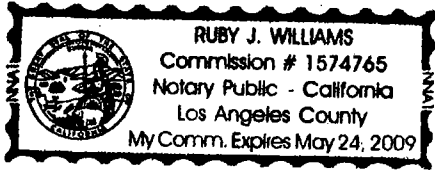
STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) ^{SS}

On July 21, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John G. Debertz,
_____ 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.

(AFFIX NOTARIAL SEAL)

Ruby J. Williams
NOTARY PUBLIC



CITY OF LOS ANGELES' ACKNOWLEDGEMENT PAGE

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said County and State, 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.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

City of Long Beach's Acknowledgment Page

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said County and State, 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.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

CITY OF COMPTON

GRANT DEED ATTACHMENT No. 1

“ACTA PROPERTY DESCRIPTION”

(This Attachment 1 contains three pages including this cover page and consists of five parcels.)

PARCEL 1 .

ALL THAT STRIP OF LAND, 100 FEET IN WIDTH AND 9,220 FEET IN LENGTH, AND BEING A PORTION OF SAN ANTONIO RANCHO, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGE 389, OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO LOS ANGELES AND SAN PEDRO RAIL ROAD COMPANY, RECORDED ON JUNE 24, 1869 IN BOOK 13 PAGE 282 OF DEEDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND, DESCRIBED IN THAT CERTAIN DEED TO THE COUNTY OF LOS ANGELES, RECORDED MAY 11, 1894 IN BOOK 939 PAGE 159 OF DEEDS.

PARCEL 2

ALL OF THE LAND DESCRIBED IN DEED DATED MAY 18, 1869, FROM F.P.F. TEMPLE, ET. AL. TO LOS ANGELES AND SAN PEDRO RAILROAD COMPANY, RECORDED MAY 25, 1869, IN BOOK 13 OF DEEDS, PAGE 163, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT REAL PROPERTY IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDED WITHIN WITHIN A STRIP OF LAND, 100.00 FEET WIDE, EXTENDING 50.00 FEET ON EACH SIDE OF THE CENTER LINE OF THE LOS ANGELES AND SAN PEDRO RAILROAD, AS LOCATED ON MAY 18, 1869, (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S RIGHT OF WAY AND TRACK MAP SAN PEDRO BRANCH-FIRESTONE PARK TO POINT FIRMIN, SHEET NO. V-41/3, AND SOUTHERN PACIFIC TRANSPORTATION COMPANY'S RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH, SHEET NO. V-41/4) SAID STRIP OF LAND TO BEGIN AT STATION 434+36 OF THE LOS ANGELES AND SAN PEDRO RAILROAD SURVEY, AT ITS SOUTHERN POINT, AND TO EXTEND NORTHERLY TO STATION 533+23 AT ITS NORTHERN POINT.

PARCEL 3

THAT PORTION OF LOT 6 IN BLOCK 8 OF THE TOWN OF COMPTON AS PER MAP RECORDED IN BOOK 11 PAGE 68 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN THAT CERTAIN DEED TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED APRIL 28, 1885, IN BOOK 135 PAGE 468 OF DEEDS, IN SAID OFFICE.

EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF COMPTON, A MUNICIPAL CORPORATION, RECORDED NOVEMBER 14, 1919, IN BOOK 6945 PAGE 276 OF DEEDS, IN SAID OFFICE.

PARCEL 4

THAT PORTION OF RANCHO SAN PEDRO, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGES 119 TO 121, OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN THAT CERTAIN DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED FEBRUARY 29, 1888 IN BOOK 393 PAGE 108 OF DEEDS, IN SAID OFFICE AND MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"COMMENCING AT A POINT WHERE THE SOUTHERLY LINE OF MYRRH STREET INTERSECTS THE WESTERLY LINE OF THE RIGHT OF WAY OF THE PARTY OF THE SECOND PART, SAID POINT OF INTERSECTION BEING FIFTY FEET AT RIGHT ANGLES WESTERLY FROM THE CENTER LINE OF MAIN TRACK OF THE PARTY OF THE SECOND PART" (AS SHOWN ON SOUTHERN PACIFIC TRANSPORTATION COMPANY'S RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH SHEET NO. V-41/4) "AT A POINT KNOWN AS ENGINEERS STATION 472 + 80, RUNNING THENCE SOUTHERLY ALONG THE SAID WESTERLY LINE OF THE RIGHT OF WAY, PARALLEL WITH AND FIFTY FEET AT RIGHT ANGLES WESTERLY FROM THE SAID CENTER LINE OF MAIN TRACK THIRTEEN HUNDRED AND SIXTY-NINE (1369) FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF OLIVE STREET SIXTY AND THREE TENTHS ($60 \frac{3}{10}$) FEET; THENCE NORTHERLY ON A LINE PARALLEL WITH AND ONE HUNDRED AND TEN FEET AT RIGHT ANGLES WESTERLY FROM THE CENTER LINES OF MAIN TRACK AS AFORESAID THIRTEEN HUNDRED AND SIXTY-NINE (1369) FEET TO THE SOUTHERLY LINE OF MYRRH STREET; THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF MYRRH STREET SIXTY AND THREE TENTHS ($60 \frac{3}{10}$) FEET TO THE POINT OF BEGINNING".

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONDEMNED BY THE COUNTY OF LOS ANGELES, CASE NO. 496453 IN THE SUPERIOR COURT, A CERTIFIED COPY OF THE FINAL ORDER OF CONDEMNATION WAS RECORDED DECEMBER 20, 1951 IN BOOK 37891 PAGE 357 OF OFFICIAL RECORDS.

PARCEL 5

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.

CITY OF COMPTON

GRANT DEED ATTACHMENT No. 2

“CORRIDOR CROSSING LOCATIONS

AND CITY NON-CORRIDOR

CROSSING LOCATIONS –

DESCRIPTION AND DEPICTIONS”

(This Attachment 2 contains twenty-six pages including this cover page and consists of nine Exhibit A's, nine Exhibit B's, three Exhibit C's and three Exhibits D's.)

EXHIBIT "A"
GREENLEAF BOULEVARD

MCOG-700

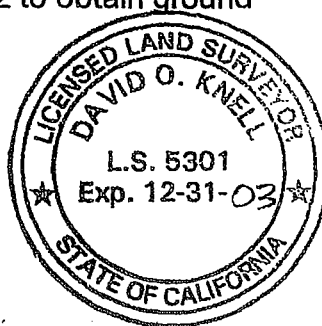
Those portions of Parcels 17 and 40, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of Greenleaf Boulevard as shown on the Record of Survey filed in Book 159, Pages 80-88 of Records of Survey, records of said County; thence along the centerline of Greenleaf Boulevard, North 89°47'34" East 20.15 feet to the southwesterly corner of said Parcel 17, said point being the TRUE POINT OF BEGINNING; thence along the westerly line of said Parcel 17 North 07°17'47" West 55.79 feet; thence North 82°39'31" East 100.00 feet to a point on the easterly line of said Parcel 17; thence along said easterly line South 07°17'47" East 57.16 feet to an angle point therein; thence South 07°20'29" East 82.84 feet to the southeasterly corner of said Parcel 40; thence South 82°39'31" West 100.00 feet to a point on the westerly line of said Parcel 40; thence North 07°20'29" West 82.87 feet to an angle point therein; thence North 07°17'47" West 1.35 feet to the TRUE POINT OF BEGINNING.

Contains 14,000 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00003342 to obtain ground distances.

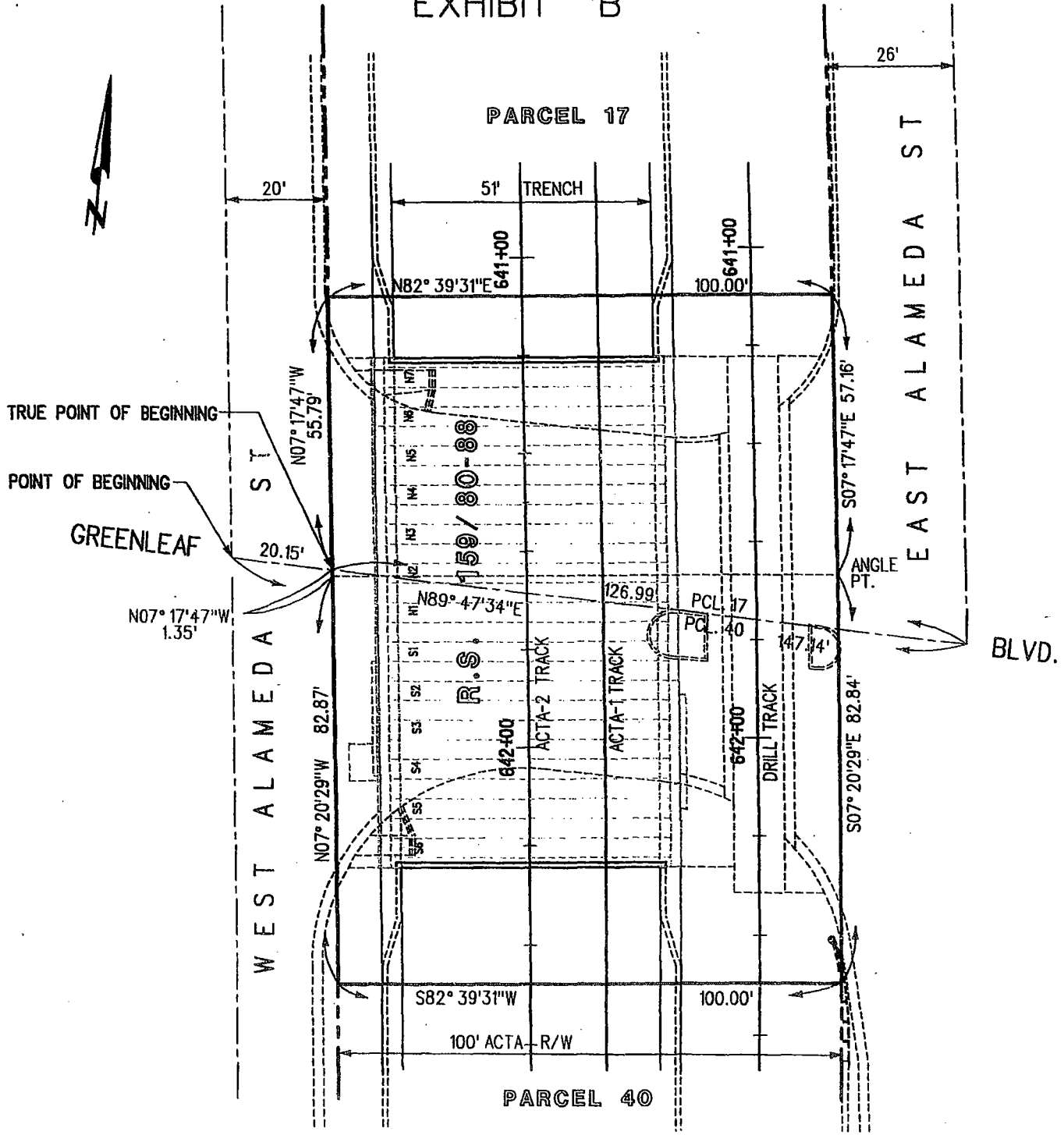
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR STREET PURPOSES		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.		
GRANTED TO: CITY OF COMPTON				
NEARBY INTERSECTING STREETS: GREENLEAF BLVD.				
ACTA-2 STA.: 641+68.4	ACTA PARCEL REF.: MCOG-700			
ACTA CROSSING NO.:	POR. PCL. 17&40			
RECORD OF SURVEY REFERENCE: R.S. 159/80-88	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT GREENLEAF BLVD. BRIDGE MCOG-700	CONTRACT NO.: SCALE: 1"=100' DATE: 3/13/02
	PREPARED BY: WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DRAWN BY: DK CHECKED BY: DK SHT 1 OF 1	

27 APR 2002 19:38:58 c:\willdan\plots\seg 7\greenleaf.dgn USER=

EXHIBIT "A"
ALONDRA BOULEVARD

MCOG-690

Those portions of Parcels 17 and 19, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

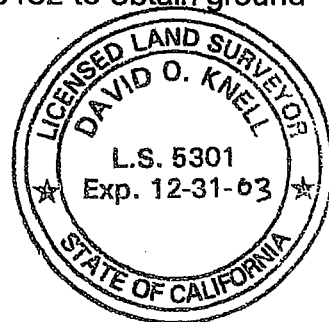
Beginning at the intersection of the centerline of West Alameda Street with the centerline of Alondra Boulevard as shown on the Record of Survey filed in Book 159, Pages 4-16 of Records of Survey, records of said County; thence along the centerline of Alondra Boulevard, North 89°30'48" East 20.14 feet to the westerly line of said Parcel 17, said point being the TRUE POINT OF BEGINNING; thence along said westerly line, North 07°17'47" West 40.28 feet to the southeasterly corner of said Parcel 19; thence along the southerly and westerly line of said Parcel 19, South 89°30'48" West 1.70 feet to the beginning of a curve, concave northeasterly, having a radius of 30.00 feet; thence northwesterly 41.83 feet along said curve through a central angle of 79°53'35"; thence North 10°35'37" West 12.63 feet; North 82°42'13" East 128.81 feet to the easterly line of said Parcel 17; thence along said easterly line South 07°17'47" East 155.00 feet; thence South 82°42'13" West 100.00 feet to the westerly line of said Parcel 17; thence along said westerly line North 07°17'47" West 73.84 feet to the TRUE POINT OF BEGINNING.

Contains 16,461 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00003452 to obtain ground distances.

David O. Knell 7-18-02

David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

PLACEMENT FOR STREET PURPOSES

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.

GRANTED TO: CITY OF COMPTON

NEARBY INTERSECTING STREETS: ALONDRA BLVD.

ACTA-2 STA.: 614+82.9

ACTA PARCEL REF.: MCOG-690

ACTA CROSSING NO.:

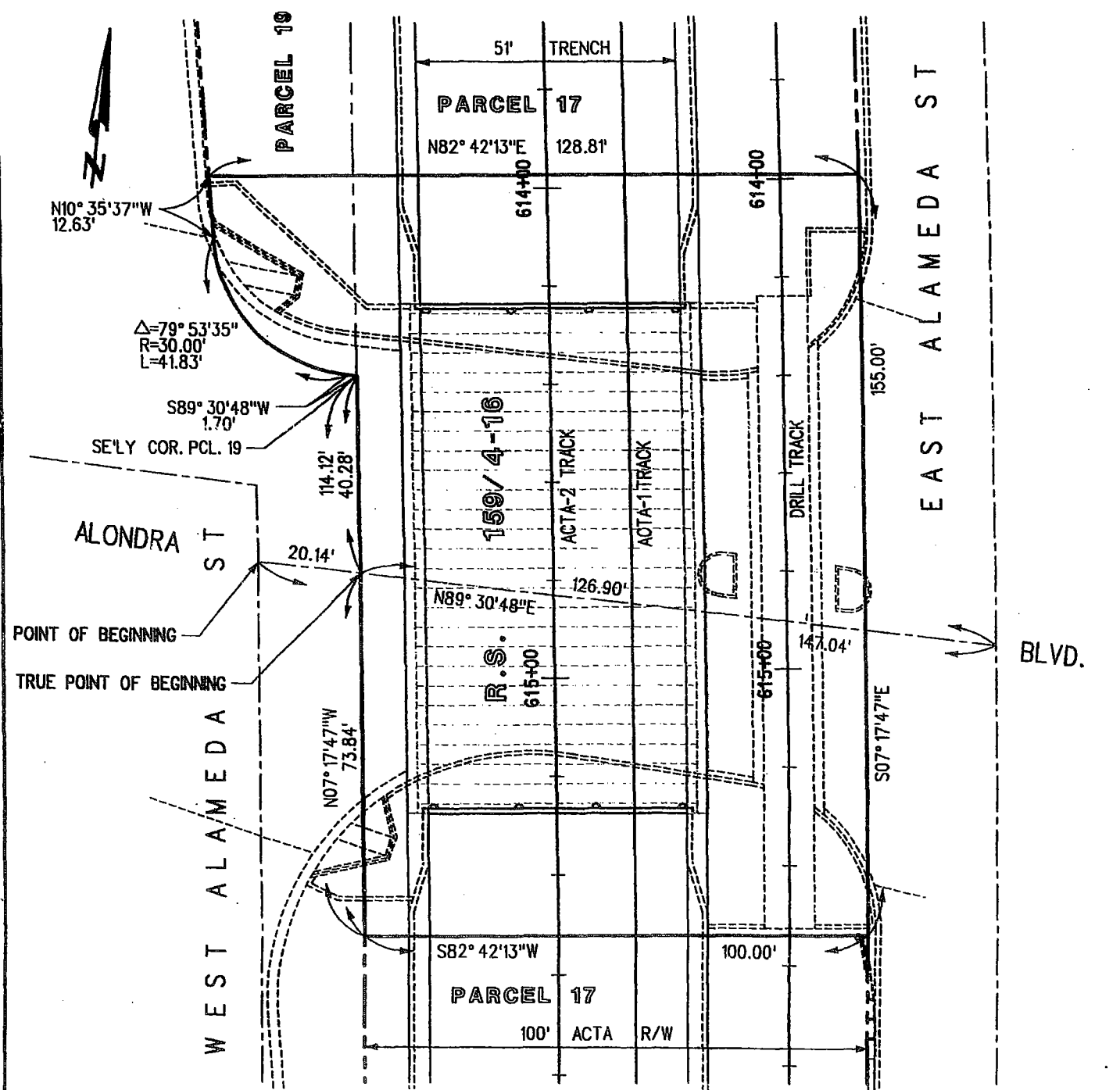
POR. PCL. 17&19

RECORD OF SURVEY REFERENCE: R.S. 159/4-16

ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)

NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

ALAMEDA CORRIDOR
PARCEL PLAT
ALONDRA BLVD. BRIDGE
MCOG-690

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

CONTRACT NO.:

SCALE: 1"=30'

DATE: 3/14/02

DRAWN BY: DK

CHECKED BY: DK

SHT 1 OF 1

EXHIBIT "A"
MYRRH STREET

MCOG-665 & 693

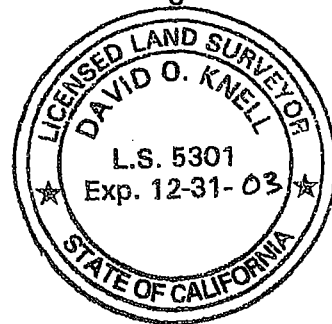
Those portions of Parcel 17 and 19, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of Myrrh Street as shown on the Record of Survey filed in Book 159, Pages 4-16 of Records of Survey, records of said County; thence along the centerline of Myrrh Street North $86^{\circ}48'08''$ East 80.21 feet to the westerly line of said Parcel 17, said point being the TRUE POINT OF BEGINNING; thence along the westerly line of said Parcel 17 North $07^{\circ}17'47''$ West 5.73 feet to an angle point therein; thence North $07^{\circ}16'52''$ West 66.18 feet; thence North $82^{\circ}42'13''$ East 100.00 feet to the easterly line of said Parcel 17; thence along said easterly line South $07^{\circ}16'52''$ East 66.19 feet to an angle point therein; thence South $07^{\circ}17'47''$ East 143.81 feet; thence South $82^{\circ}42'13''$ West 149.00 feet to the westerly line of said Parcel 19; thence along said westerly line North $07^{\circ}17'47''$ West 111.53 feet to the northwesterly corner thereof; thence along the northerly line of said Parcel 19 North $86^{\circ}48'08''$ East 49.13 feet to the westerly line of said Parcel 17; thence along said westerly line North $07^{\circ}17'47''$ West 30.08 feet to the TRUE POINT OF BEGINNING.

Contains 26,379 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00003257 to obtain ground distances.

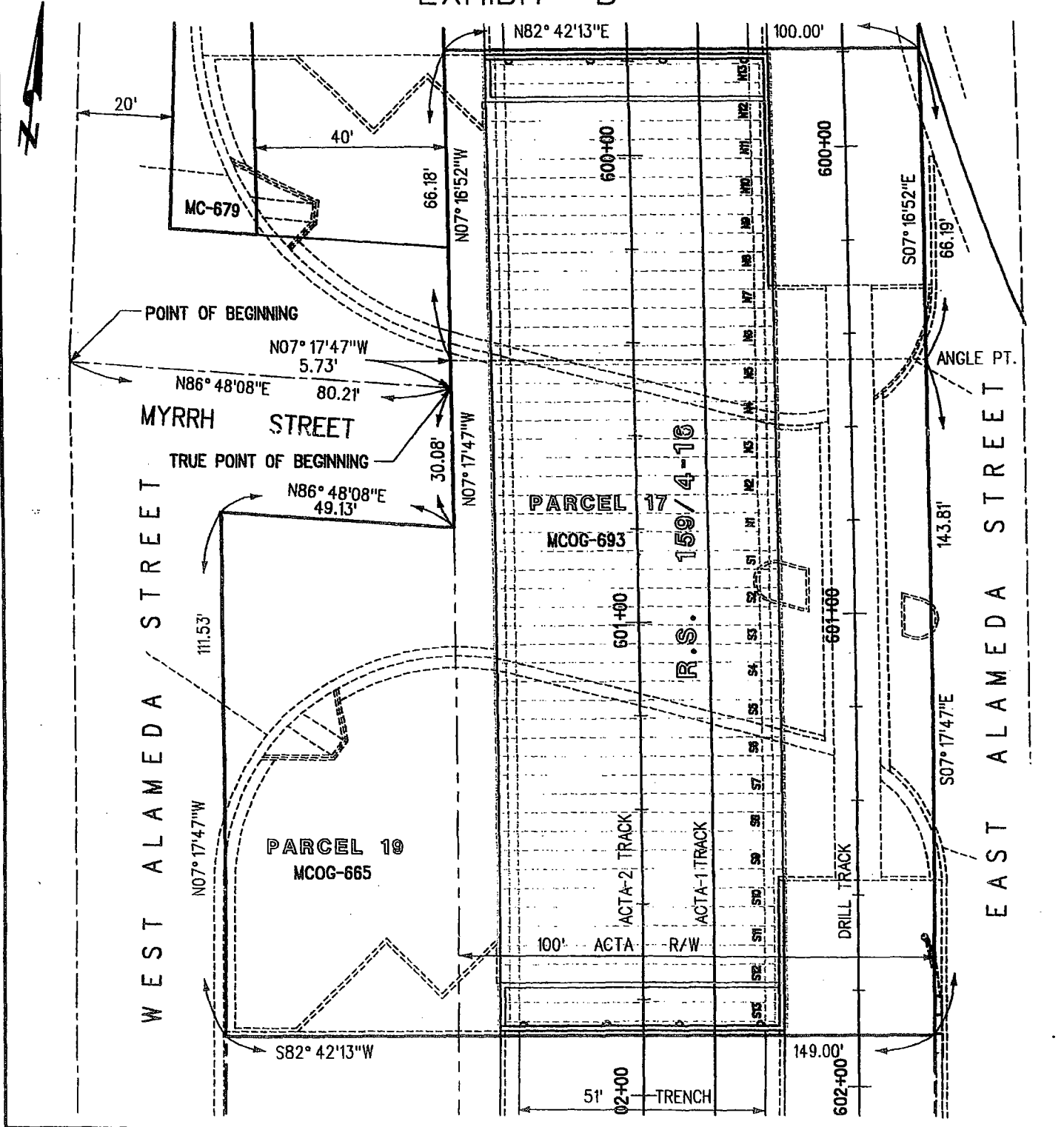
David O. Knell 7-18-02
David O. Knell. PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF COMPTON			
NEARBY INTERSECTING STREETS: MYRRH STREET			
ACTA-2 STA: 600+50.0	ACTA PARCEL REF.: MCOG-665&693		
ACTA CROSSING NO.:	POR. PCL. 17&19		
RECORD OF SURVEY REFERENCE: R.S. 159/4-16	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "B"



	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT	CONTRACT NO.:
	PREPARED BY: WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	MYRRH STREET BRIDGE MCOG-665 & 693	SCALE: 1"=30' DATE: 3/14/02 DRAWN BY: DK CHECKED BY: DK

27 APR 2002 19:43:49 c:\willdan\plate\seg 7\myrrh.dgn USER=

EXHIBIT "A"
COMPTON BOULEVARD

MCOG-691

That portion of Parcel 17, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of Compton Boulevard as shown on the Record of Survey filed in Book 159, Pages 4-16 of Records of Survey, records of said County; thence along the centerline of Compton Boulevard, South 89°53'52" East 20.16 feet to the westerly line of said Parcel 17, said point being the TRUE POINT OF BEGINNING; thence along said westerly line North 07°16'52" West 2.60 feet to an angle point therein; thence North 07°18'47" East 116.72 feet; thence North 82°43'08" East 100.00 feet to the easterly line of said Parcel; thence along said easterly line South 07°18'47" East 116.69 feet to an angle point therein; thence South 07°16'52" East 157.31 feet; thence South 82°43'08" West 100.00 feet to the westerly line of said Parcel; thence North 07°16'52" West 154.69 feet to the TRUE POINT OF BEGINNING.

Contains 27,400 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00003260 to obtain ground distances.

David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES

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.

GRANTED TO: CITY OF COMPTON

NEARBY INTERSECTING STREETS: COMPTON BLVD.

ACTA-2 STA.: 587+60.2

ACTA PARCEL REF.: MCOG-691

ACTA CROSSING NO.:

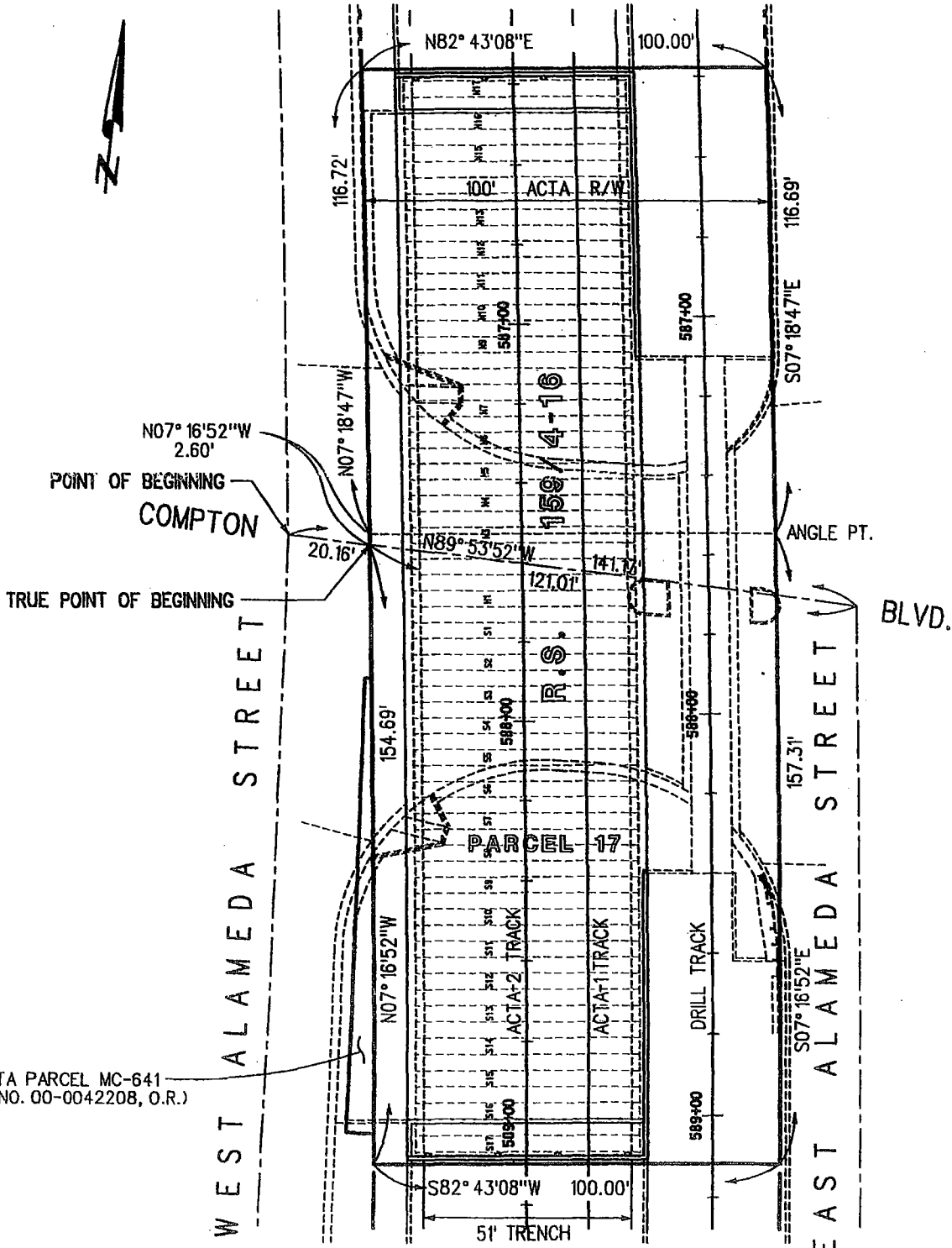
PARCEL 17

RECORD OF SURVEY REFERENCE: R.S. 159/4-16

ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)

NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:

WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
 COMPTON BLVD. BRIDGE
 MCOG-691

CONTRACT NO.:
SCALE: 1"=40'
DATE: 3/15/02
DRAWN BY: DK
CHECKED BY: DK
SHT 1 OF 1

EXHIBIT "A"
PALMER STREET

MCOG-694

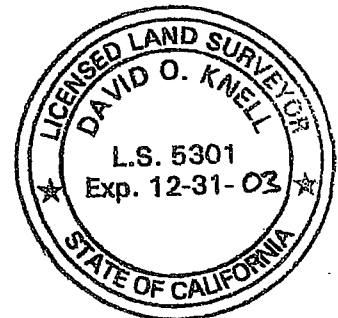
That portion of Parcel 17, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of Carson Place as shown on the Record of Survey filed in Book 159, Pages 4-16 of Records of Survey, records of said County; thence along the centerline of West Alameda Street, South 07°18'47" East 158.22 feet; thence leaving said centerline North 82°41'13" East 20.00 feet to the westerly line of said Parcel 17, said point being the TRUE POINT OF BEGINNING; thence along said westerly line North 07°18'47" West 209.00 feet; thence North 82°41'13" East 100.00 feet to the easterly line of said Parcel; thence along said easterly line South 07°18'47" East 209.00 feet; thence South 82°41'13" West 100.00 feet to the TRUE POINT OF BEGINNING.

Contains 20,900 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00003104 to obtain ground distances.

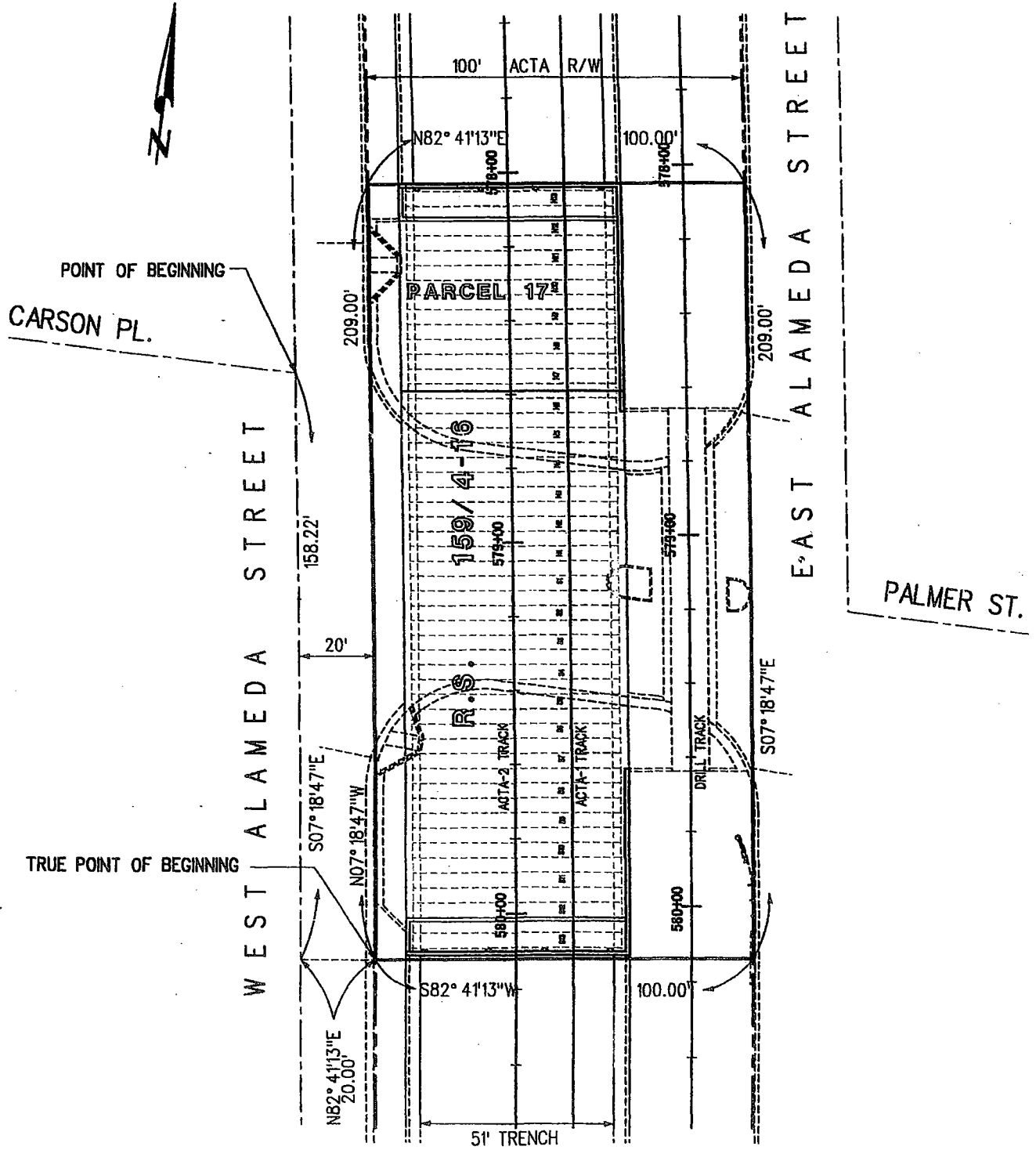
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR STREET PURPOSES		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.	
GRANTED TO: CITY OF COMPTON			
NEARBY INTERSECTING STREETS: PALMER STREET / CARSON PLACE			
ACTA-2 STA.: 579+00	ACTA PARCEL REF.: MCOG-694		
ACTA CROSSING NO.:	PARCEL 17		
RECORD OF SURVEY REFERENCE: R.S. 159/4-16	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

**PALMER STREET BRIDGE
 MCOG-694**

CONTRACT NO.:
SCALE: 1"=40'
DATE: 3/15/02
DRAWN BY: DK
CHECKED BY: DK
SHT 1 OF 1

25 JUN 2002 2:08:59 c:\willdan\plots\seg 6\palmer.dgn USER=

EXHIBIT "A"
ELM STREET

MCOG-692

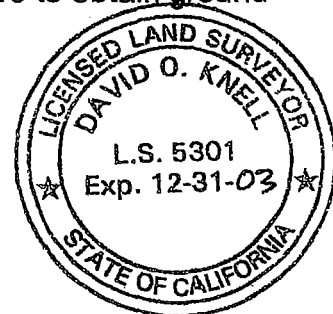
That portion of Parcel 17, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of Elm Street as shown on the Record of Survey filed in Book 159, Pages 4-16 of Records of Survey, records of said County; thence along the centerline of West Alameda Street, South 07°18'47" East 62.54 feet; thence leaving said centerline North 82°41'13" East 20.00 feet to the westerly line of said Parcel 17, said point being the TRUE POINT OF BEGINNING; thence along said westerly line North 07°18'47" West 120.00 feet; thence North 82°41'13" East 100.00 feet to the easterly line of said Parcel; thence along said easterly line South 07°18'47" East 120.00 feet; thence South 82°41'13" West 100.00 feet to the TRUE POINT OF BEGINNING.

Contains 12,000 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00003043 to obtain ground distances.

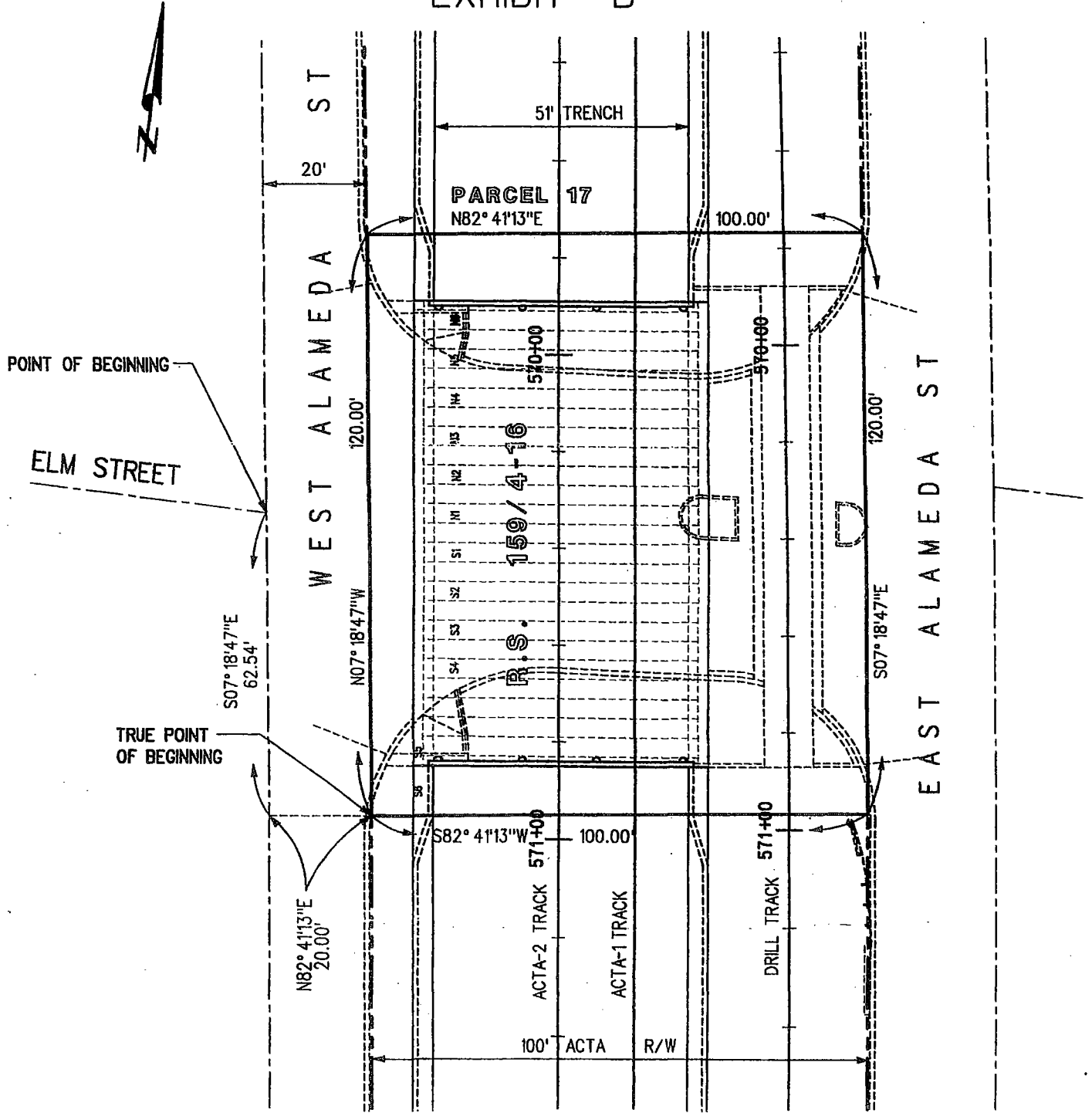
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		The coordinates bearing & 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.		
GRANTED TO: CITY OF COMPTON				
NEARBY INTERSECTING STREETS: ELM STREET				
ACTA-2 STA.: 570+37.1	ACTA PARCEL REF.: MCOG-692			
ACTA CROSSING NO.:	PARCEL 17			
RECORD OF SURVEY REFERENCE: R.S. 159/4-16	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
 PARCEL PLAT
 ELM STREET BRIDGE
 MCOG-692

CONTRACT NO.:
SCALE: 1"=30'
DATE: 3/15/02
DRAWN BY: DK
CHECKED BY: DK
SHT 1 OF 1

25 JUN 2002 2:11:29 c:\willdan\plots\aeeg 6\alm.dgn USER=

EXHIBIT "A"
PINE STREET

MCOG-702

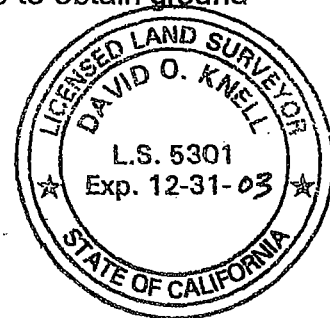
That portion of Parcel 16, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of 134TH Street as shown on the Record of Survey filed in Book 160, Pages 21-29 of Records of Survey, records of said County; thence along the centerline of West Alameda Street, South 07°19'09" East 35.94 feet; thence leaving said centerline North 82°40'51" East 20.00 feet to the westerly line of said Parcel 16, said point being the TRUE POINT OF BEGINNING; thence along said westerly line North 07°19'09" West 145.00 feet; thence North 82°40'51" East 100.00 feet to the easterly line of said Parcel; thence South 07°19'09" East 145.00 feet; thence South 82°40'51" West 100.00 feet to the TRUE POINT OF BEGINNING.

Contains 14,500 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00002883 to obtain ground distances.

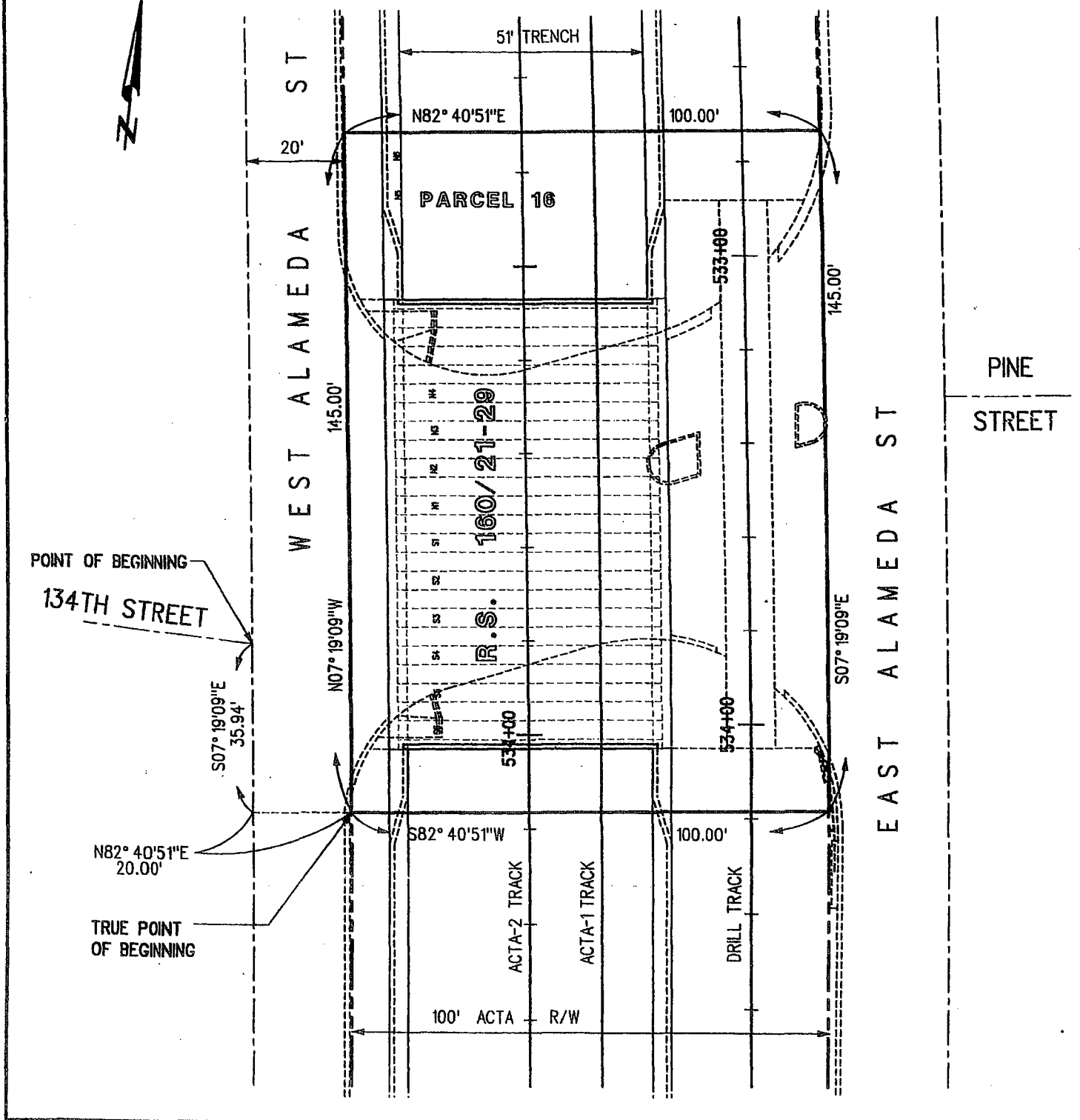
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF COMPTON				
NEARBY INTERSECTING STREETS: PINE STREET				
ACTA-2 STA.: 533+55.0		ACTA PARCEL REF.: MCOG-702		
ACTA CROSSING NO.:		PARCEL 16		
RECORD OF SURVEY REFERENCE: R.S. 160/21-29		ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
NO.	DATE	REVISION DESCRIPTION		

EXHIBIT "B"



<p>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT</p>	<p>WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200</p>	<p>ALAMEDA CORRIDOR PARCEL PLAT</p>	<p>CONTRACT NO.:</p>
		<p>PINE STREET BRIDGE MCOG-702</p>	<p>SCALE: 1"=30'</p> <p>DATE: 3/15/02</p> <p>DRAWN BY: DK</p> <p>CHECKED BY: DK</p> <p>SHT 1 OF 1</p>

25 JUN 2002 21:14:36 c:\willdan\plots\veg 6\pine.dgn USER=

EXHIBIT "A"
EL SEGUNDO BOULEVARD

MCOG-695

That portion of Parcel 16, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of El Segundo Boulevard as shown on the Record of Survey filed in Book 160, Pages 21-29 of Records of Survey, records of said County; thence along the centerline of West Alameda Street, South 07°19'09" East 78.89 feet; thence leaving said centerline North 82°40'51" East 20.00 feet to the westerly line of said Parcel 16, said point being the TRUE POINT OF BEGINNING; thence along said westerly line North 07°19'09" West 150.00 feet; thence North - 82°40'51" East 100.00 feet to the easterly line of said Parcel; thence along said easterly line South 07°19'09" East 150.00 feet; thence South 82°40'51" West 100.00 feet to the TRUE POINT OF BEGINNING.

Contains 15,000 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00002744 to obtain ground distances.

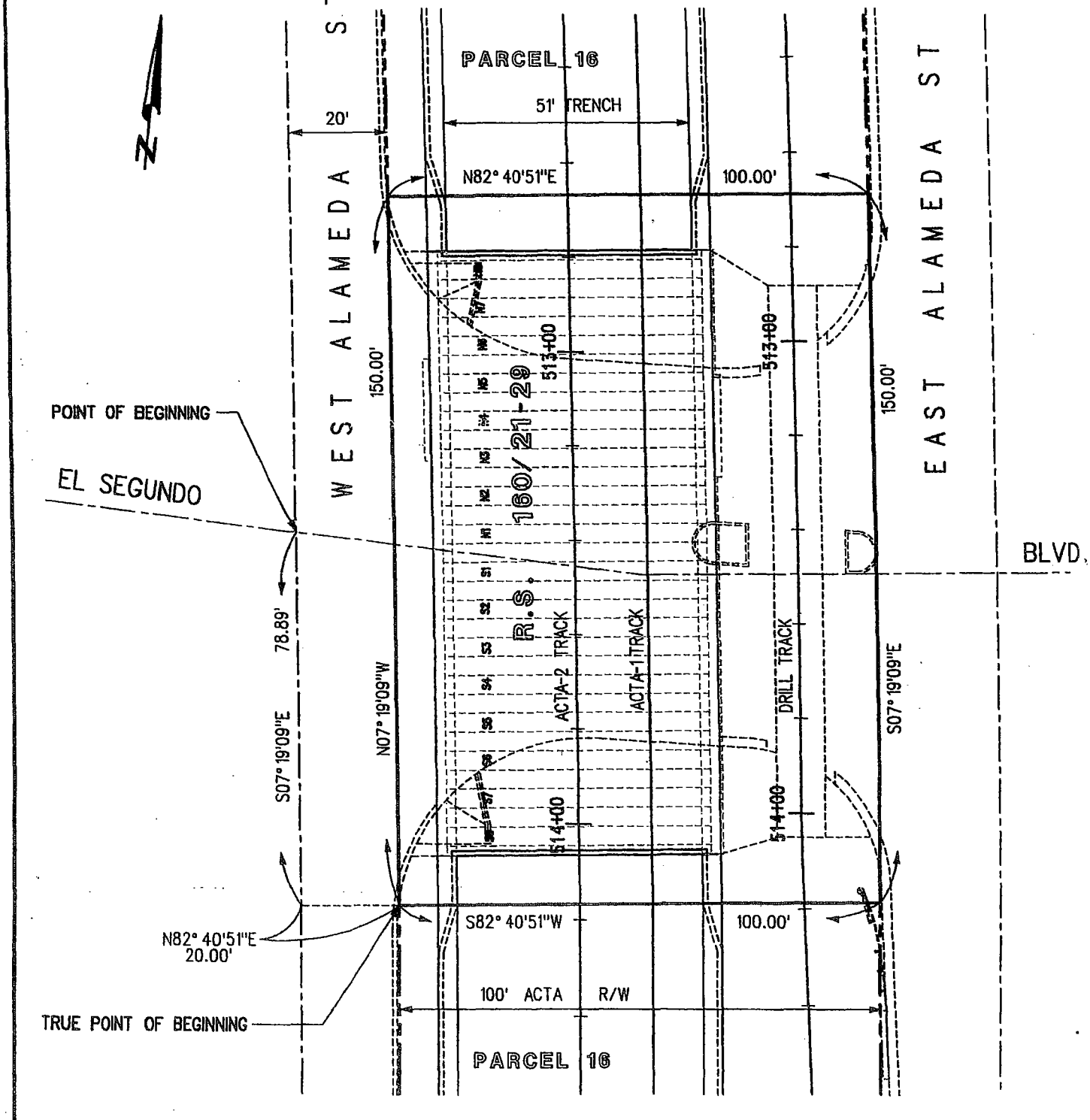
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET DUBBOCES		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.	
GRANTED TO: CITY OF COMPTON			
NEARBY INTERSECTING STREETS: EL SEGUNDO BLVD.			
ACTA-2 STA: 513+43.0	ACTA PARCEL REF.: MCOG-695		
ACTA CROSSING NO.:	PARCEL 16		
RECORD OF SURVEY REFERENCE: R.S. 160/21-29	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	ALAMEDA CORRIDOR PARCEL PLAT	CONTRACT NO.: SCALE: 1"=30' DATE: 3/15/02
		EL SEGUNDO BLVD. BRIDGE - MCOG-695	DRAWN BY: DK CHECKED BY: DK SHT 1 OF 1

25 JUN 2002 2:16:59 c:\willdan\plate\aeag 6\elsegundo.dgn USER=

EXHIBIT "A"
WEBER AVENUE

MCOG-715

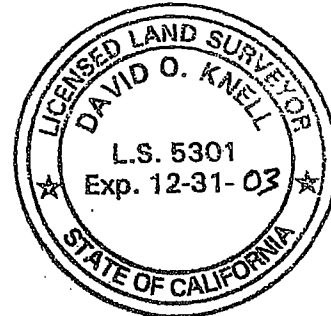
That portion of Parcel 16, in the City of Compton, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of West Alameda Street with the centerline of 124th Street as shown on the Record of Survey filed in Book 160, Pages 21-29 of Records of Survey, records of said County; thence along the centerline of West Alameda Street, South 07°19'09" East 54.87 feet; thence leaving said centerline North 82°40'51" East 20.00 feet to the westerly line of said Parcel 16, said point being the TRUE POINT OF BEGINNING; thence along said westerly line North 07°19'09" West 110.00 feet; thence North 82°40'51" East 100.00 feet to the easterly line of said Parcel; thence along said easterly line South 07°19'09" East 110.00 feet; thence South 82°40'51" West 100.00 feet to the TRUE POINT OF BEGINNING.

Contains 11,000 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00002558 to obtain ground distances.

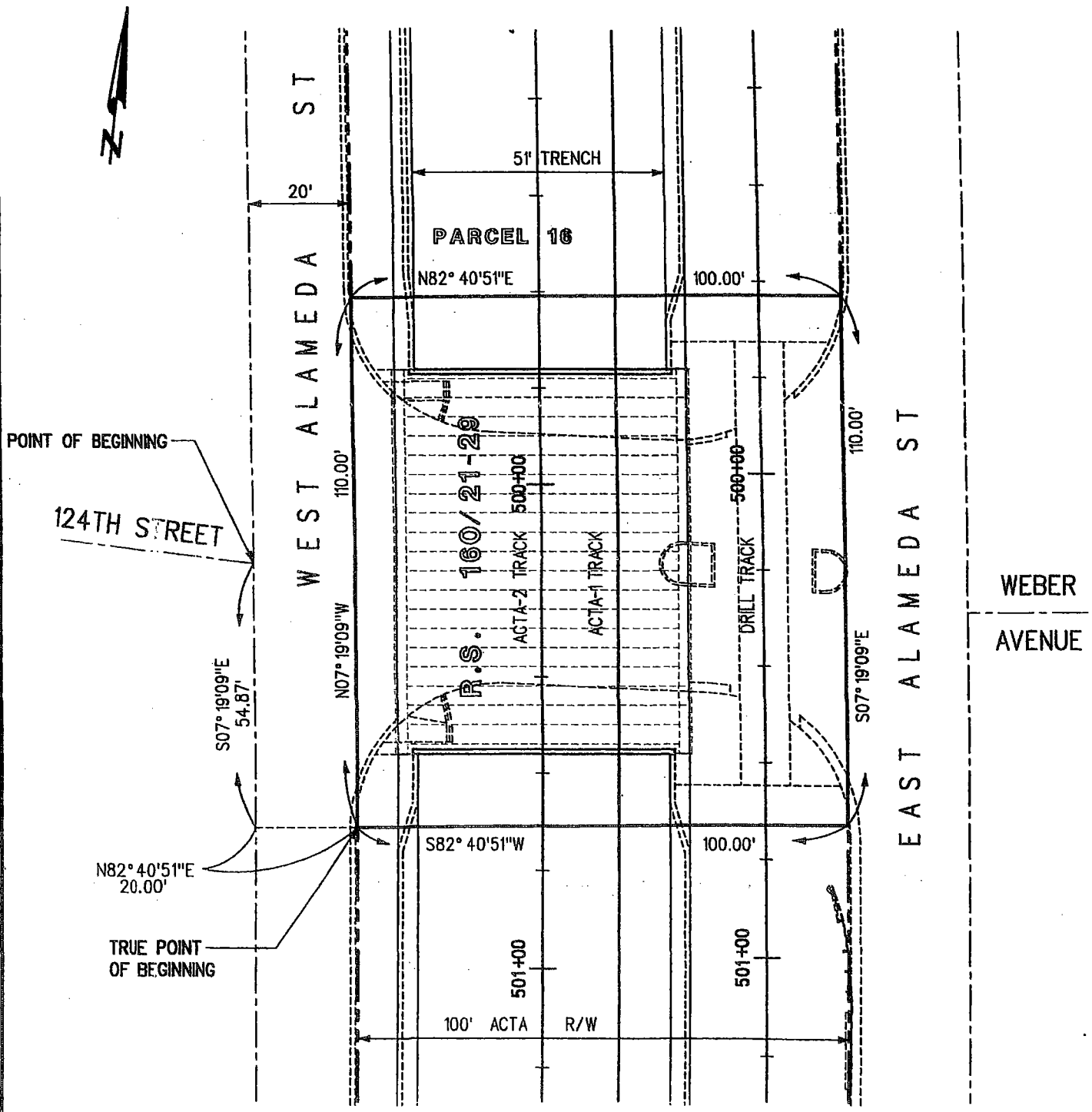
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF COMPTON				
NEARBY INTERSECTING STREETS: WEBER AVENUE				
ACTA-2 STA: 500+16.0	ACTA PARCEL REF.: MCOG-715			
ACTA CROSSING NO.:	PARCEL 16			
RECORD OF SURVEY REFERENCE: R.S. 160/21-29	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



<p>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT</p>	<p>ALAMEDA CORRIDOR PARCEL PLAT</p> <p>WEBER AVENUE BRIDGE MCOG-715</p>	CONTRACT NO.:
		SCALE: 1"=30'
PREPARED BY:	<p>WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200</p>	DATE: 3/15/02
		DRAWN BY: DK
		CHECKED BY: DK
		SHT 1 OF 1

25 JUN 2002 21:24:04 c:\willdan\plots\veg 6\weber.dgn USER=

LEGAL DESCRIPTION

EXHIBIT "C"

Parcel MC-641 :

Lot 6, Block 4, Town of Compton, in the City of Compton, County of Los Angeles, State of California, as per map recorded in Book 11, Page 68 of Miscellaneous Records, in the office of the County Recorder of said County.

Except portions within the lines of railroad rights of way and within the lines of Alameda Street.

The above-described parcel is the same parcel as described in Chicago Title Company's Preliminary Title Report dated April 7, 1998, supplemented September 4, 1998, and amended thereon September 18, 1998, referenced as Order No. 8141073-X64.

Said parcel contains 484 square feet, more or less.

See Exhibit "D" attached hereto and made a part hereof.

Prepared under the direction of:

Jeremy L. Evans 10.21.98
Jeremy L. Evans, P.L.S.



LEGAL DESCRIPTION

EXHIBIT "C"

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Parcel MC-642

That portion of Lot 12, in Block 8 of the Town of Compton, in the City of Compton, County of Los Angeles, State of California, as per map recorded in Book 11 Page 68 of Miscellaneous Records, in the office of the County Recorder of said county, lying westerly of a line drawn 50 feet westerly from the center line of the Southern Pacific Railroad and parallel with said center line.

Except that portion of said Lot 12 lying within the lines of Alameda Street, as widened by Decree entered May 3, 1919, in Superior Court Case No. B-28052, a copy thereof being recorded November 14, 1919 in Book 7008 Page 44 of Deeds.

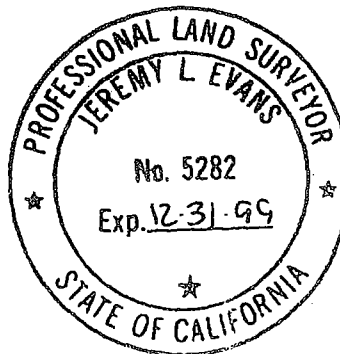
The above-described parcel is the same parcel as described in that document recorded August 15, 1984 as Instrument No. 84-980719 Official Records of said county.

Said parcel contains 3,206 square feet, more or less.

See Exhibit "D" attached hereto and made a part hereof.

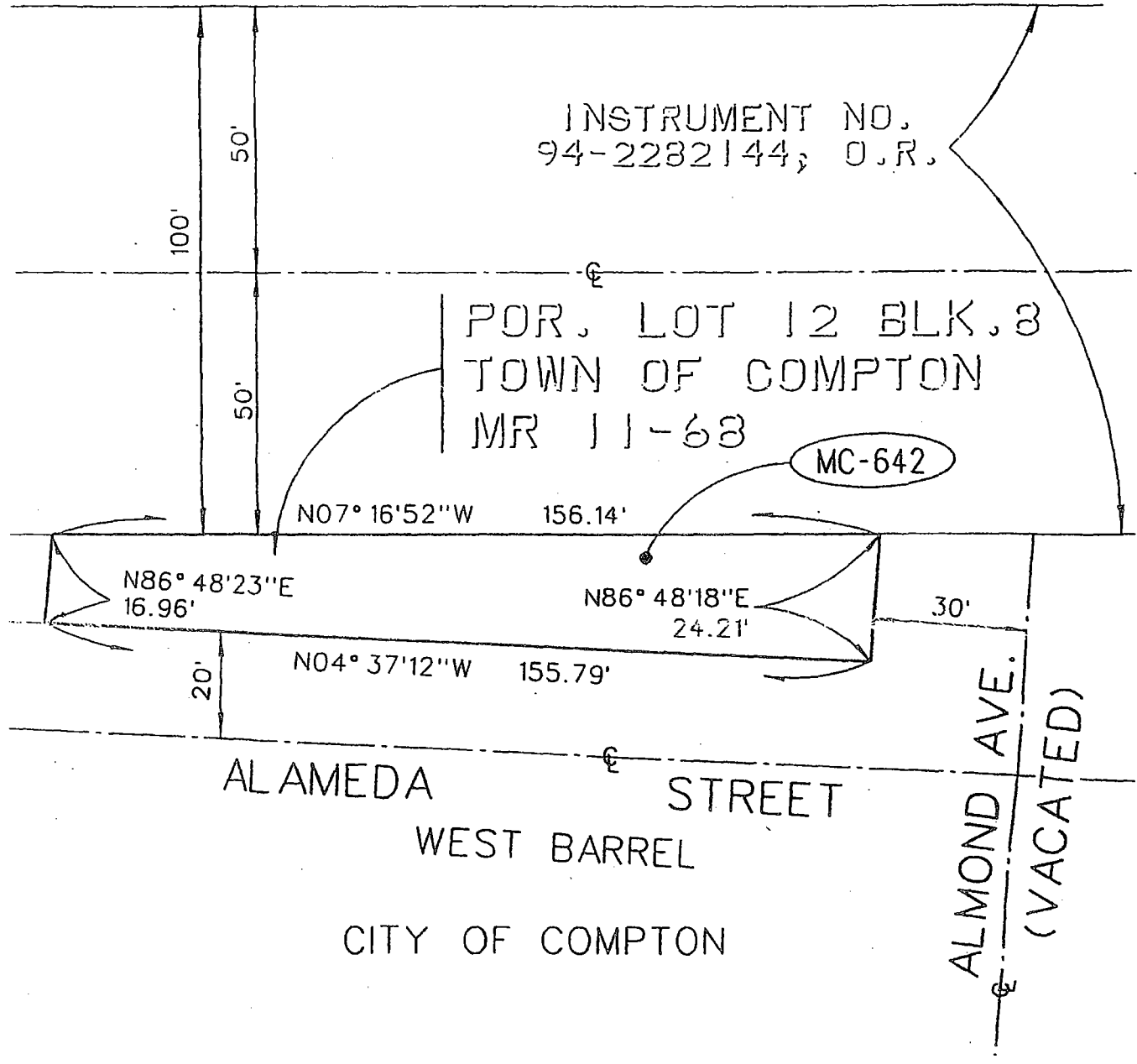
Prepared under the direction of:

Jeremy L. Evans 10-21-98
Jeremy L. Evans, P.L.S.



GRANTOR: BENITO AND MANUELA M	The data on plot are based on a field survey prepared by Psomas & Associates, dated May, 1998. Based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.C.N.		
DESCRIPTION: SEE ATTACHED EXHIBIT "C"			
TITLE REPORT: CHICAGO TITLE: 8141074-X64			
ASSESSORS REF. 6149-001-002	ROW REF: R-143	NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "D"



ACTA PARCEL NO. MC-642	AREA- SQ. FEET 3206			
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	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	ALAMEDA CORRIDOR PARCEL PLAT MC-642	CONTRACT NO. M01CS01 SCALE 1" = 30' DATE OCT. 21, 1998 DRAWN BY PJF CHECKED BY JLE REV. DATE _____ REV. NO. _____
	PREPARED BY PSOMAS	Psomas & Associates-Costa Mesa 3187 Red Hill Avenue, #250 Costa Mesa, California 92626 714/751-7373	Engineers Surveyors Planners

LEGAL DESCRIPTION

EXHIBIT "C"

MC-679

A portion of Lots 6 and 12 in Block 16 of the Map of the Town of Compton, in the City of Compton, County of Los Angeles, State of California, as shown on the map recorded in Book 11, Page 68 of Miscellaneous Records, in the office of the county recorder of said county, described as follows:

Beginning at the intersection of the northerly line of Myrrh Street, 60 feet wide, as shown on said Map, with a line parallel with and distant 40 feet westerly of the westerly line of Parcel 17 as described in the deed to the Cities of Los Angeles and Long Beach as recorded on December 29, 1994 as Instrument No. 94-2282144, Official Records of said County; thence South 86° 48' 09" West 18.70 feet along said northerly line to the intersection with the easterly line of Alameda Street (West Barrel), 40 feet wide, as shown on County Surveyor's Map No. B-1729, Sheet 2, filed in said County Surveyor's office; thence North 04° 37' 12" West 311.53 feet along said easterly line to the intersection with the southerly line of Laurel Street, 60 feet wide, as shown on said Map of the Town of Compton; thence North 86° 50' 46" East 4.20 feet along said southerly line to the intersection with said parallel line; thence South 07° 16' 52" East 312.22 feet along said parallel line to the point of beginning.

Containing 3566 square feet, more or less.

.See Exhibit "D" attached hereto and made a part hereof.

This legal description is not intended to be used in the conveyance of land in violation of the subdivision map act of the State of California.

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Prepared under the direction of:

Jeremy L Evans 7.26.99
Jeremy L. Evans, P.L.S.



GRANTOR : EDGAR M. JAMES, A MARRIED MAN HIS SOLE AND SEPARATE PROPERTY

DESCRIPTION : SEE ATTACHED EXHIBIT "C"

The data shown on plat are based on a field survey prepared by Psomas & Associates dated May 1998. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.

TITLE REPORT : 5099906-70

A 7/27/99

ORIGINAL ISSUE

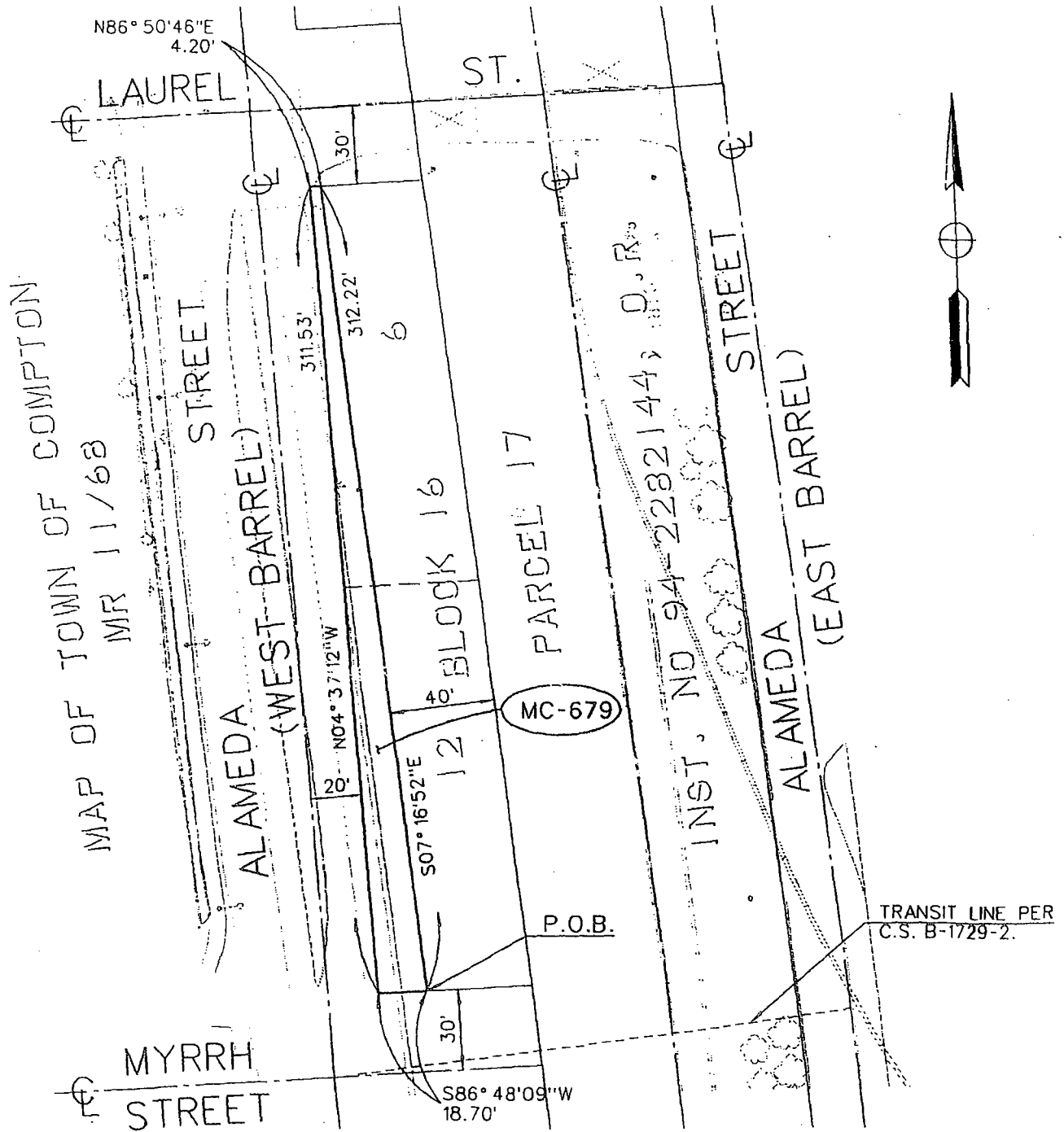
ASSESSORS REF. 6179-01-007

ROW REF : R-143 THROUGH R-144

NO. DATE

REVISION DESCRIPTION

EXHIBIT "D"



ACET PARCEL NO.

AREA

MC-679

3566 SQ. FT.



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

ALAMEDA CORRIDOR PARCEL PLAT

CONTRACT NO. ZDMJ0107.23 TASK 3
 SCALE NOT TO SCALE
 DATE JULY 27, 1999
 DRAWN BY R. VERSTEEG
 CHECKED BY J. EVANS

PREPARED BY:
PSOMAS

Psomas & Associates-Costa Mesa
3187 Red Hill Avenue, #250
Costa Mesa, California 92626

Engineers
Surveyors
Planners

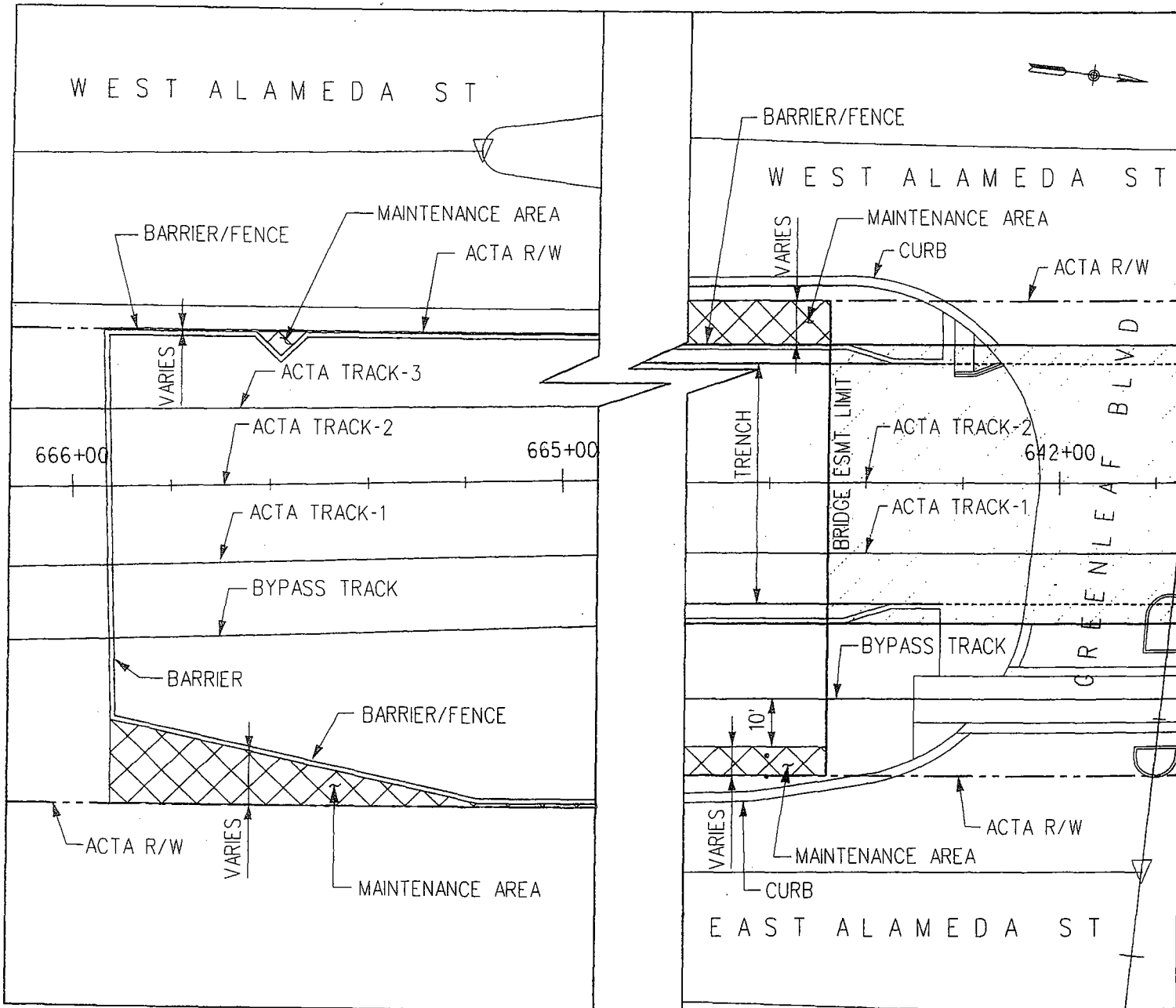
MC-679

CITY OF COMPTON

GRANT DEED ATTACHMENT No. 3

“LICENSE AREA”

(This Attachment 3 consists of eleven pages including this cover page.)



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 159 PAGES 80-88

PERMIT FOR:
 MAINTENANCE AREA

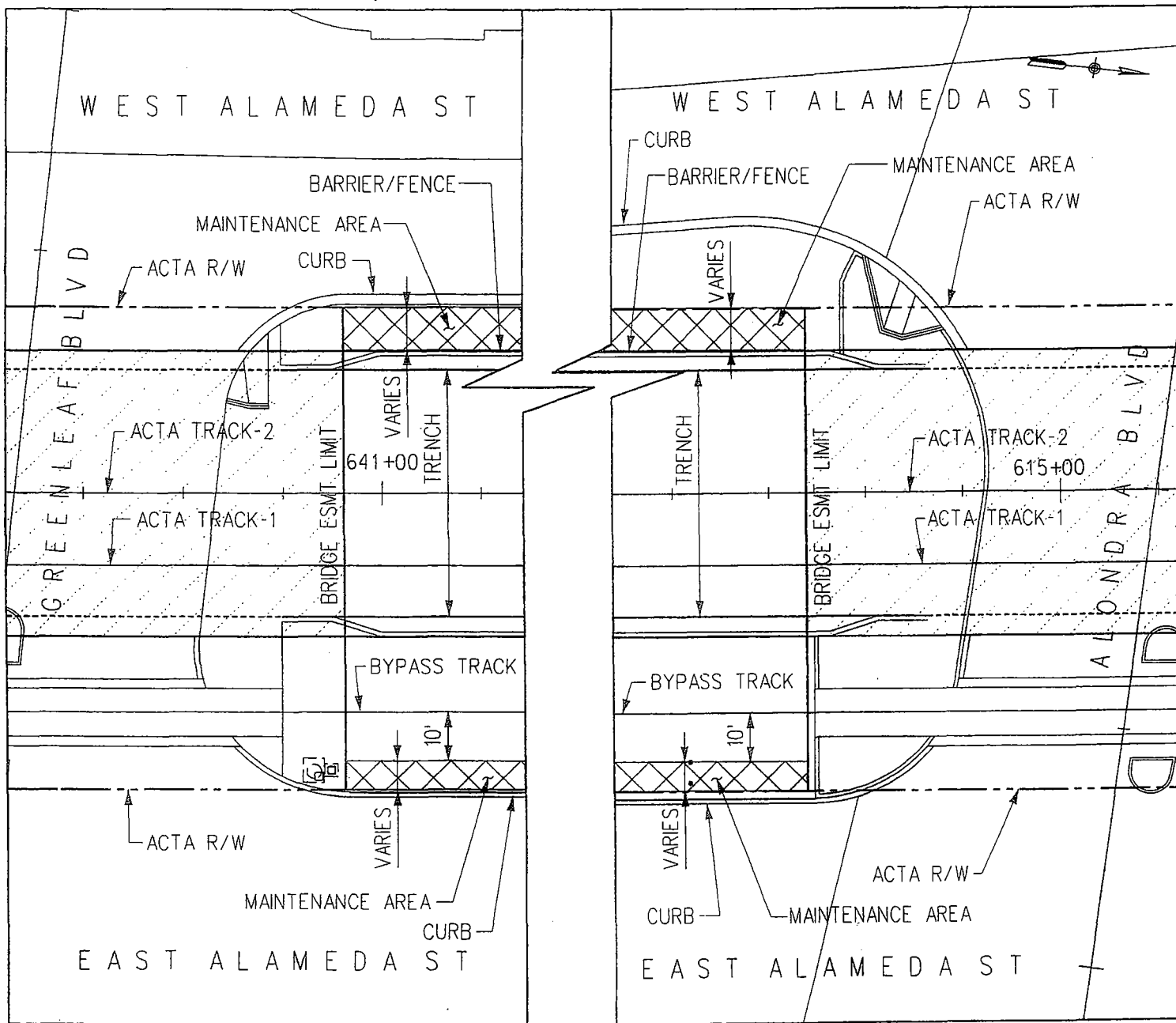
PERMITEE:
 CITY OF COMPTON

NEARBY INTERSECTING STREETS:
 GREENLEAF BLVD.

ACTA-2 STA. N/A
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC **CHECKED:** RN **SCALE:** 1" = 20'
DATE: 9/9/02 **SHT:** 1 OF 10



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 159 PAGES 4-16

PERMIT FOR:

MAINTENANCE AREA

PERMITEE:

CITY OF COMPTON

NEARBY INTERSECTING STREETS:

GREENLEAF BLVD. & ALONDRA BLVD.

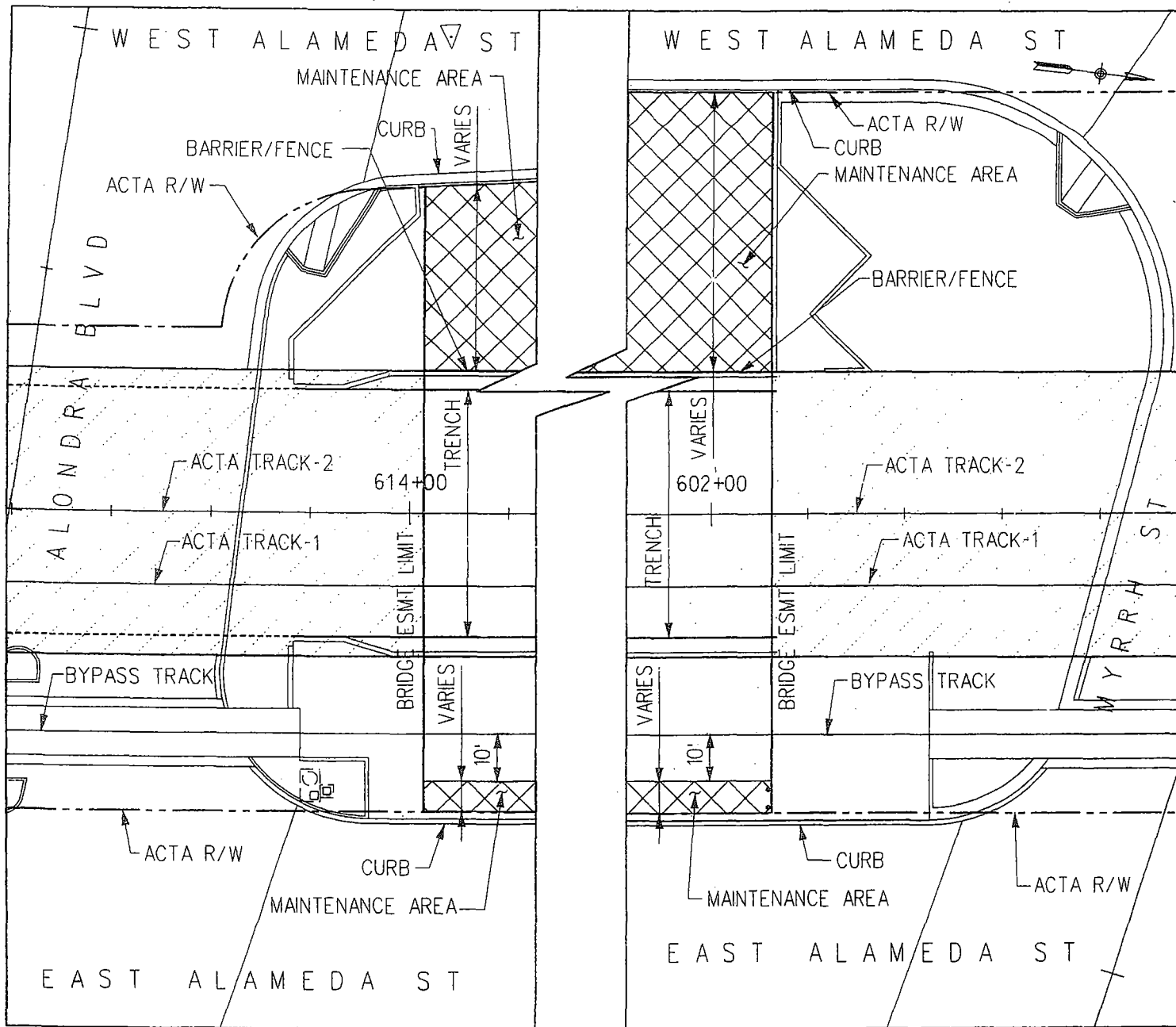
ACTA-2 STA. N/A

ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN
 DATE: 9/9/02

SCALE: 1" = 20'
 SHT 2 OF 10



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 159 PAGES 4-16

PERMIT FOR:
 MAINTENANCE AREA

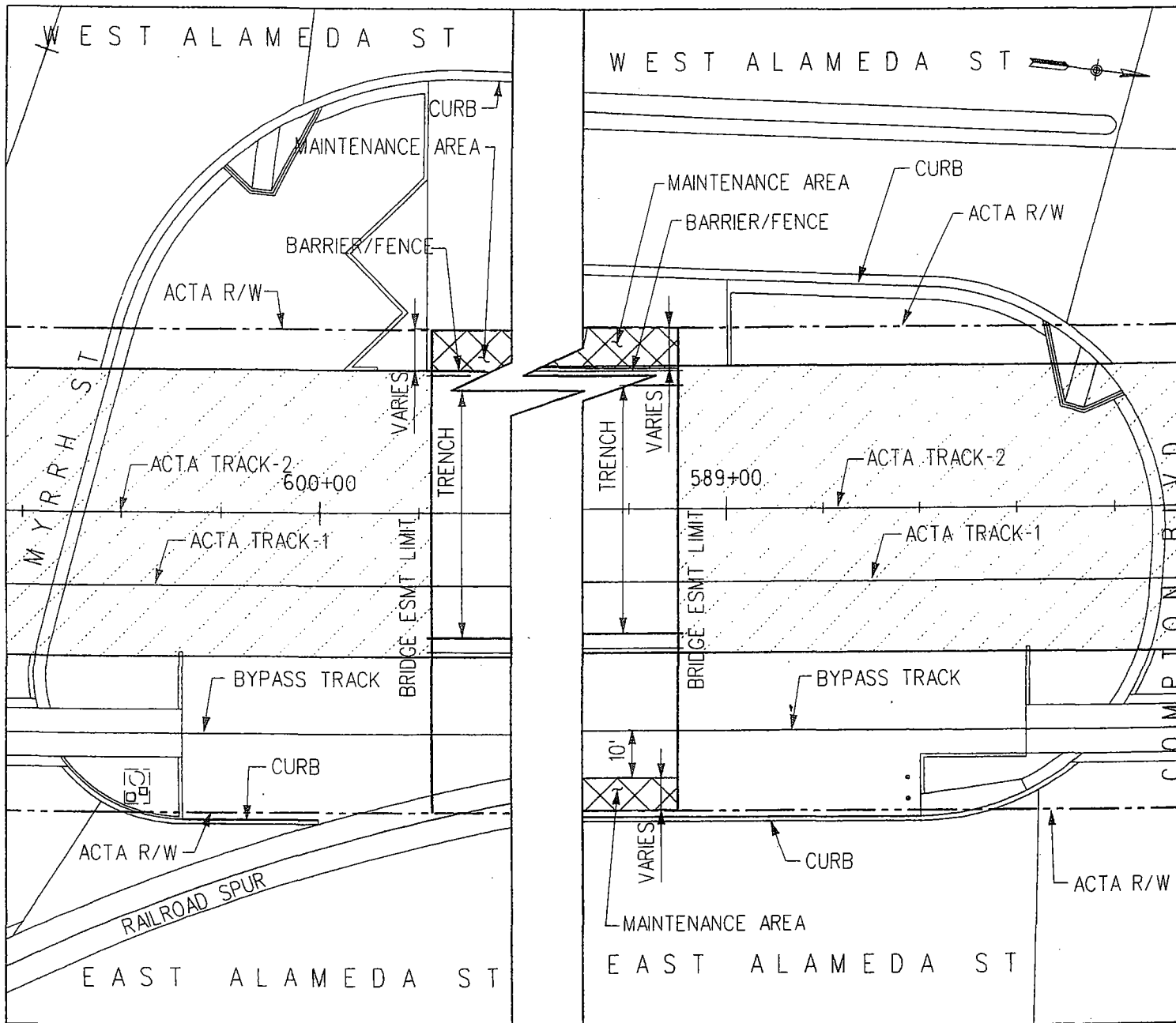
PERMITEE:
 CITY OF COMPTON

NEARBY INTERSECTING STREETS:
 ALONDRA BLVD. & MYRRH ST.

ACTA-2 STA. N/A
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC **CHECKED:** RN **SCALE:** 1" = 20'
DATE: 9/9/02 **SHT** 3 **OF** 10



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 159 PAGES 4-16

PERMIT FOR:
 MAINTENANCE AREA

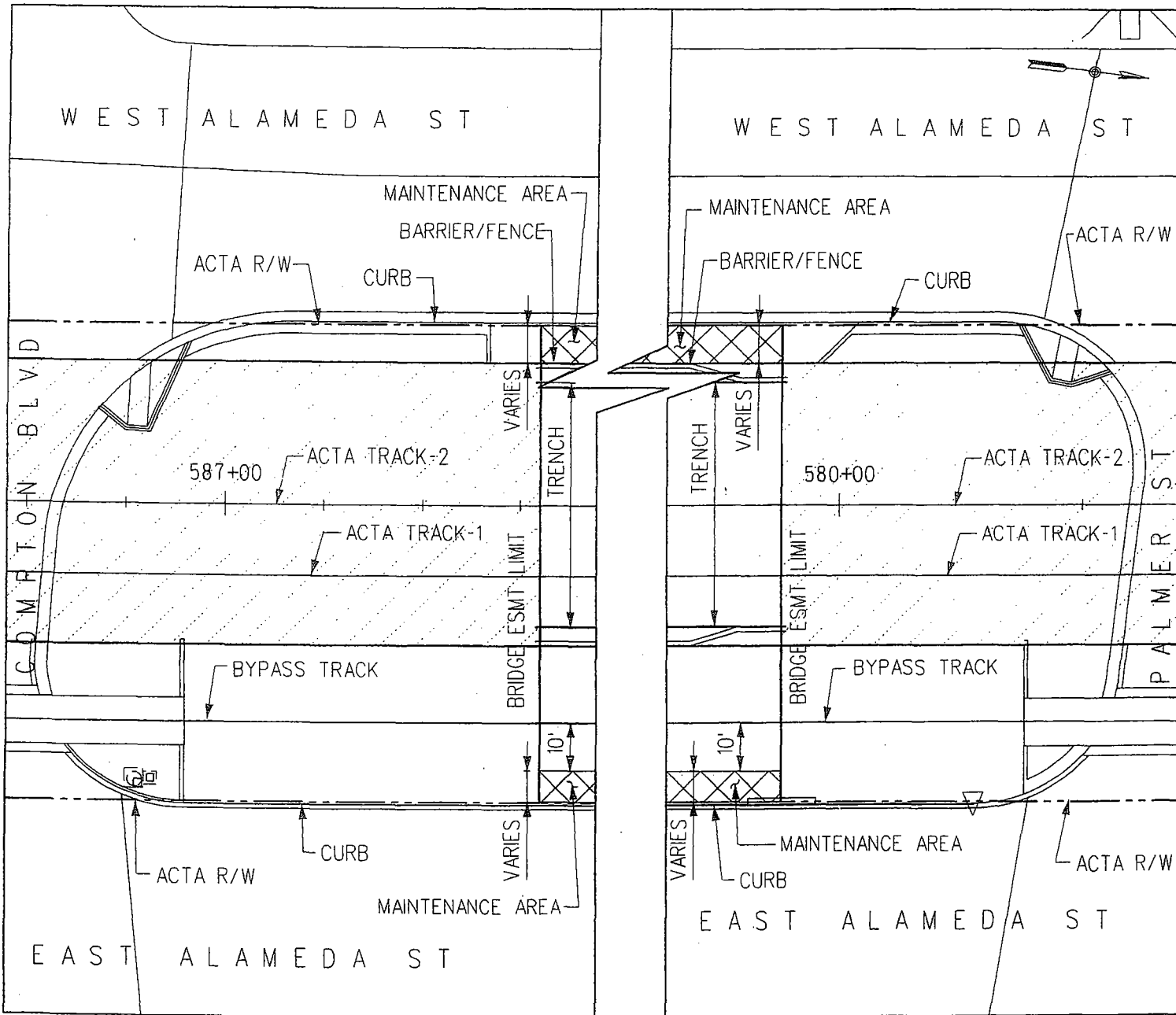
PERMITEE:
 CITY OF COMPTON

NEARBY INTERSECTING STREETS:
 MYRRH ST. & COMPTON BLVD.

ACTA-2 STA. N/A
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN SCALE: 1" = 20'
 DATE: 9/9/02 SHT 4 OF 10



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 159 PAGES 4-16

PERMIT FOR:
MAINTENANCE AREA

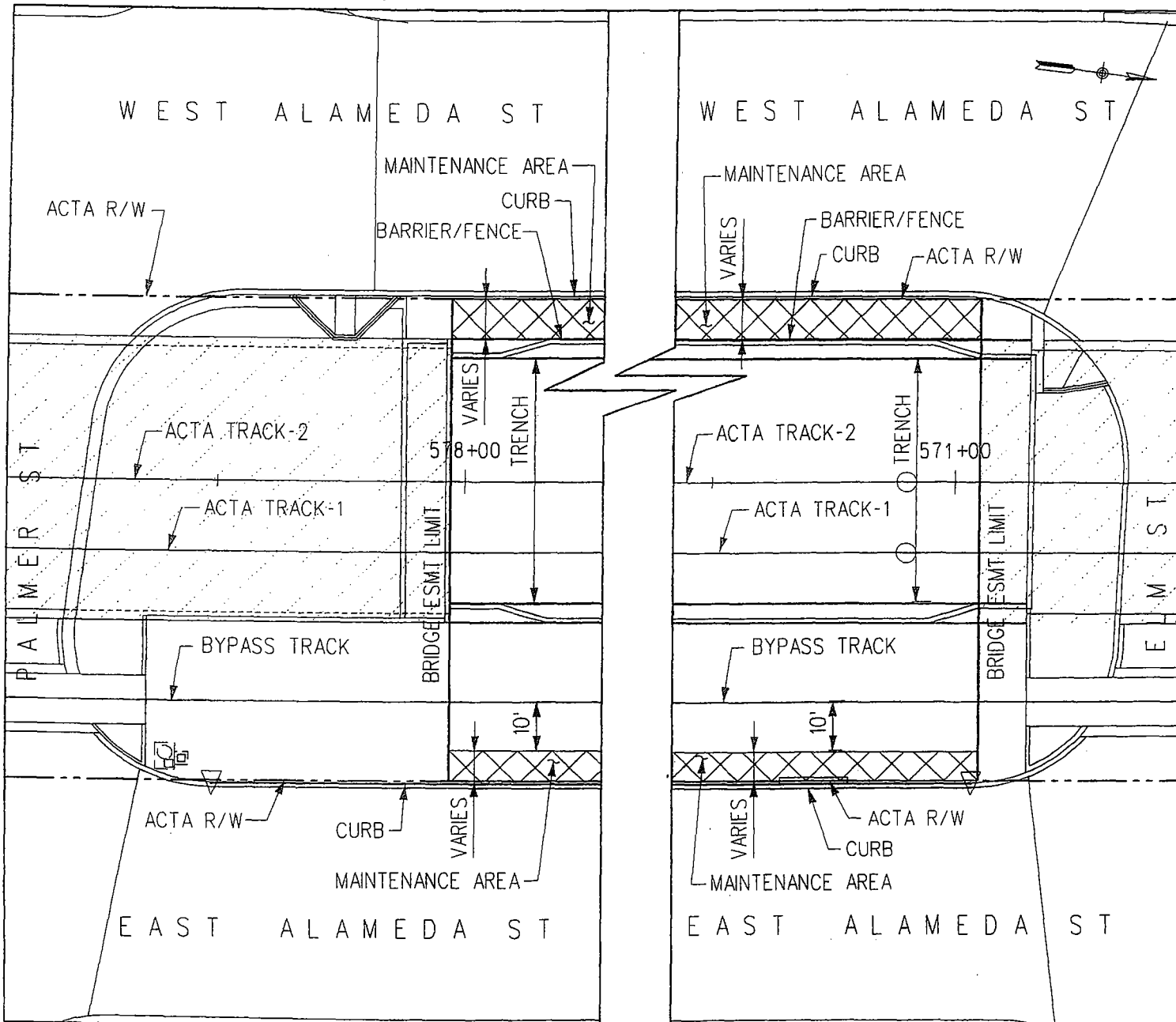
PERMITEE:
CITY OF COMPTON

NEARBY INTERSECTING STREETS:
COMPTON BLVD. & PALMER ST.

ACTA-2 STA. N/A
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN SCALE: 1" = 20'
 DATE: 9/9/02 SHT 5 OF 10



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 159 PAGES 4-16

PERMIT FOR:

MAINTENANCE AREA

PERMITEE:

CITY OF COMPTON

NEARBY INTERSECTING STREETS:

PALMER ST. & ELM ST.

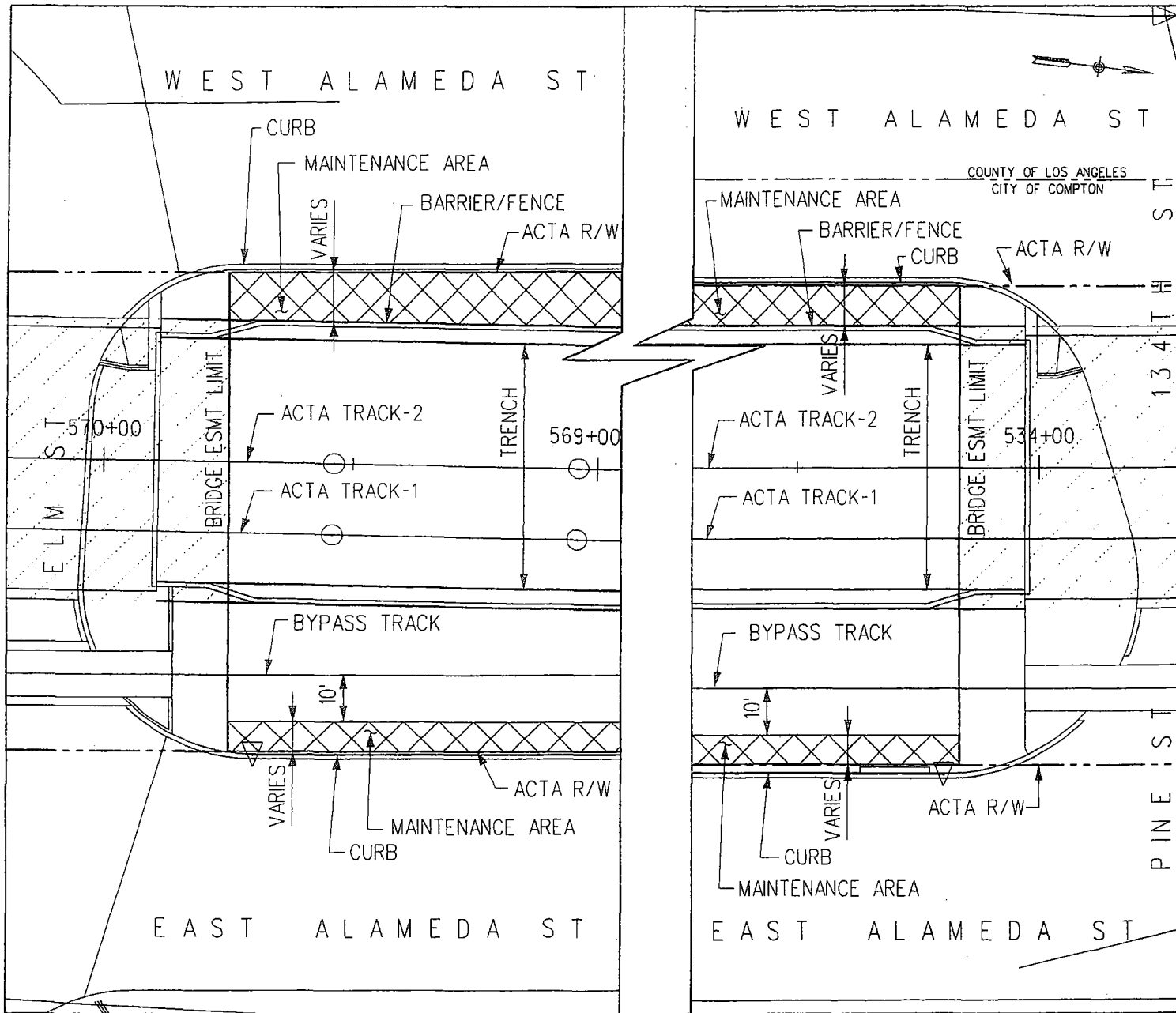
ACTA-2 STA. N/A

ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN
 DATE: 9/9/02

SCALE: 1" = 20'
 SHT 6 OF 10



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.

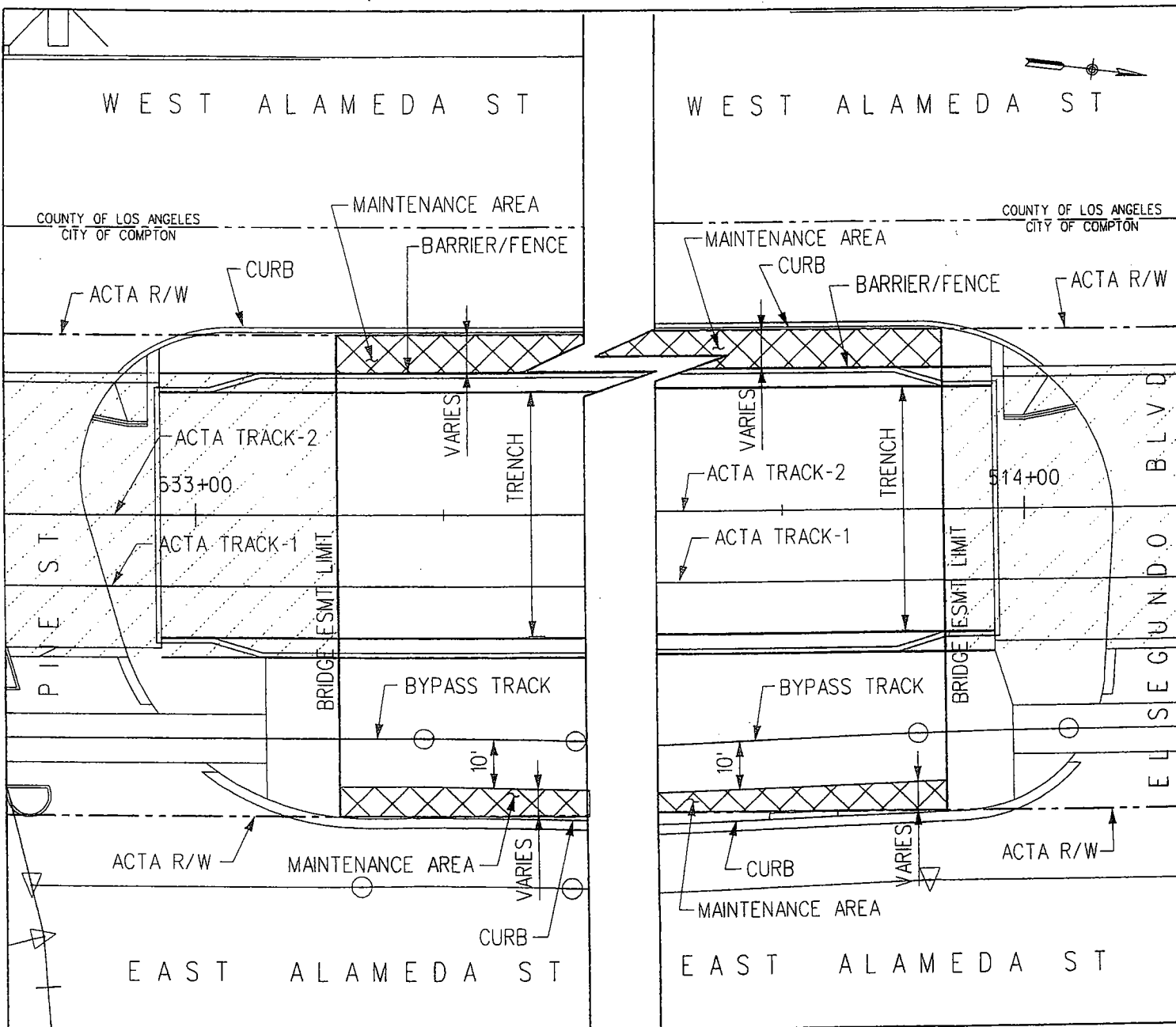
RECORD OF SURVEY REFERENCE
 R.S. BOOK 159 PAGES 4-16

PERMIT FOR:
 MAINTENANCE AREA
PERMITEE:
 CITY OF COMPTON

NEARBY INTERSECTING STREETS:
 ELM ST. & PINE ST.
 ACTA-2 STA. N/A
 ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN SCALE: 1" = 20'
 DATE: 9/9/02 SHT 7 OF 10



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 160 PAGES 21-29

PERMIT FOR:
MAINTENANCE AREA

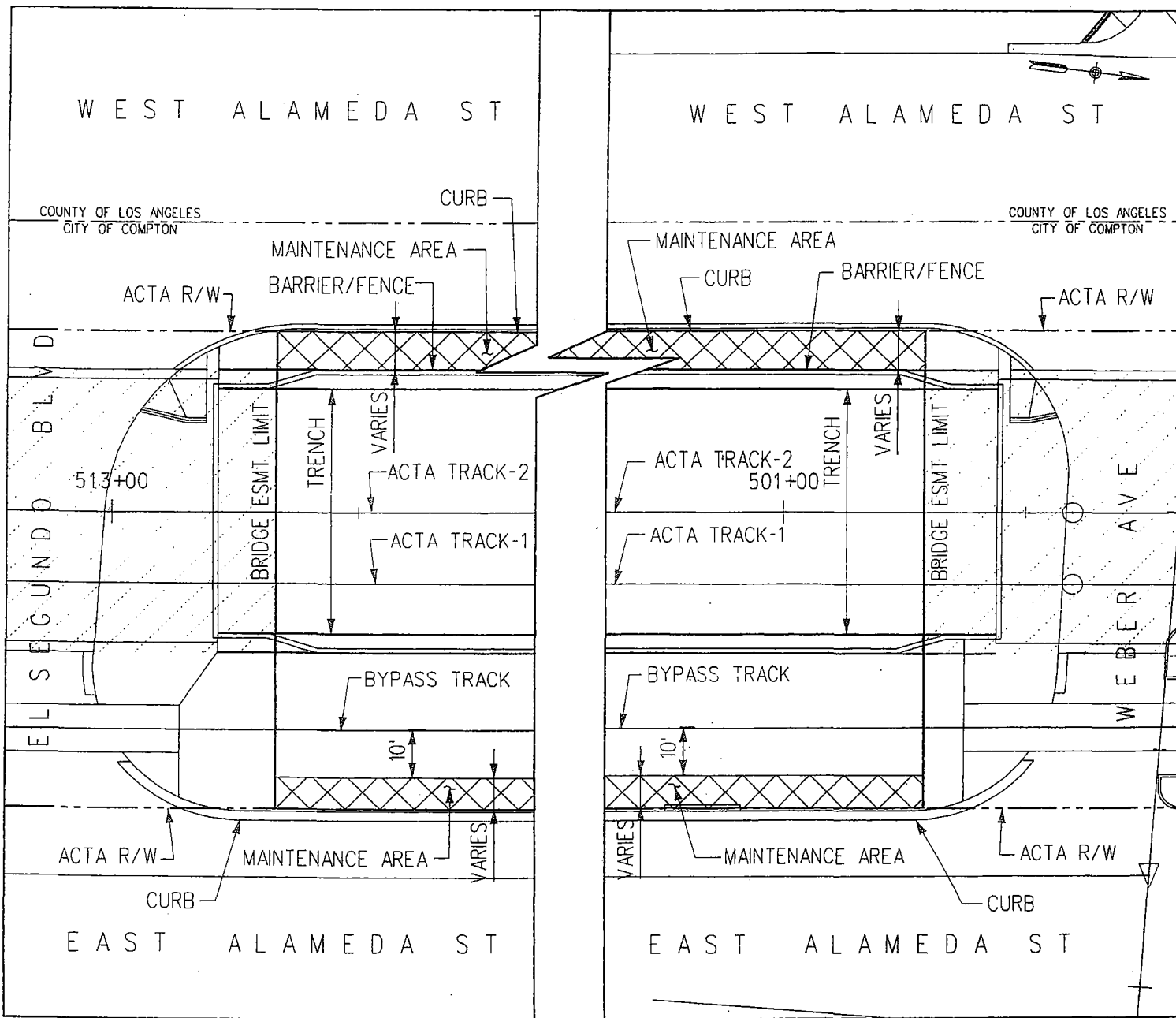
PERMITEE:
CITY OF COMPTON

NEARBY INTERSECTING STREETS:
PINE ST. & EL SEGUNDO BLVD.

ACTA-2 STA. N/A
ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN SCALE: 1" = 20'
 DATE: 9/9/02 SHT 8 OF 10



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 160 PAGES 21-29

PERMIT FOR:

MAINTENANCE AREA

PERMITEE:

CITY OF COMPTON

NEARBY INTERSECTING STREETS:

EL SEGUNDO BLVD. & WEBER AVE.

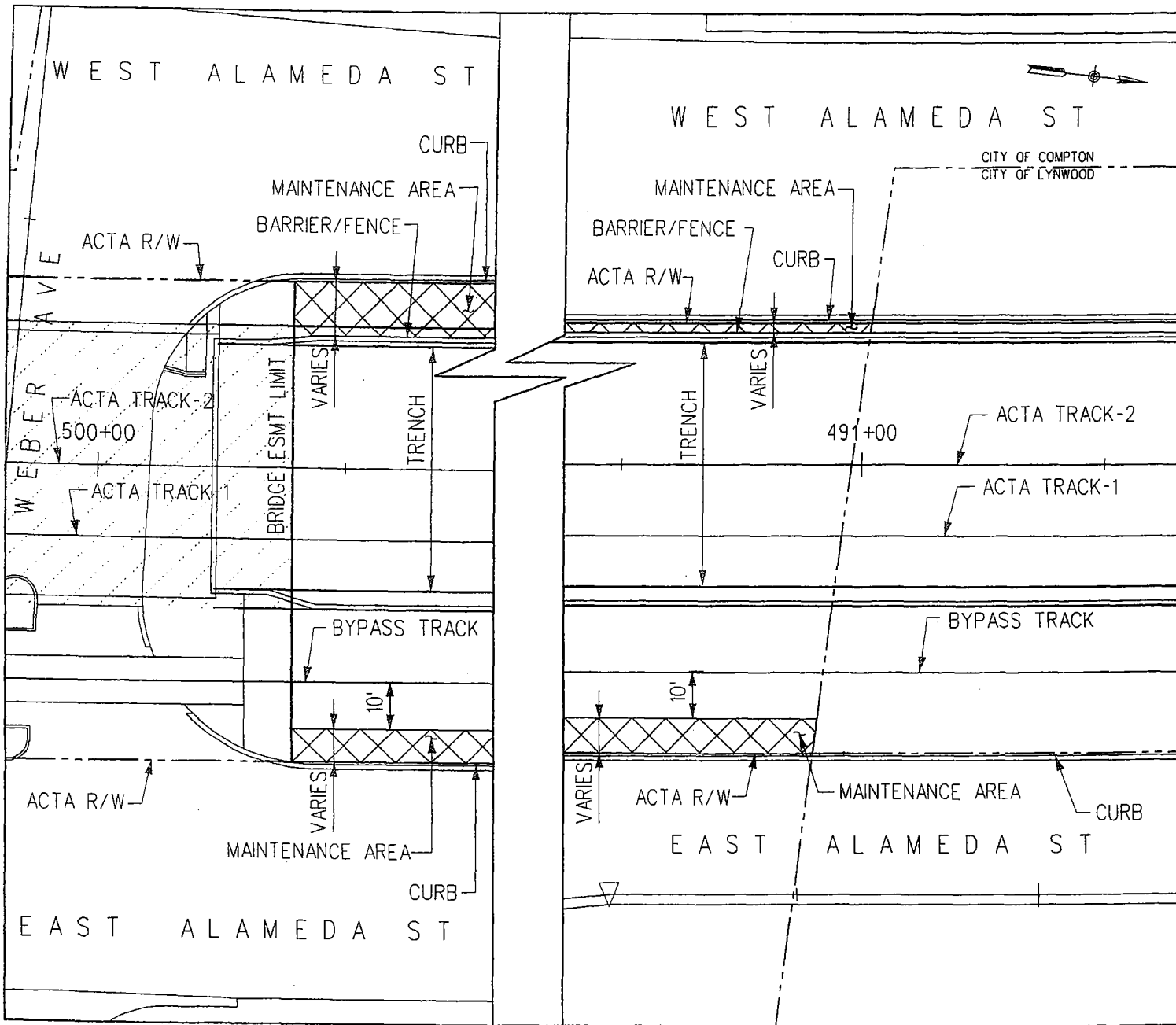
ACTA-2 STA. N/A

ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN
DATE: 9/9/02

SCALE: 1" = 20'
SHT 9 OF 10



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 160 PAGES 21-29

PERMIT FOR:
MAINTENANCE AREA

PERMITEE:
CITY OF COMPTON

NEARBY INTERSECTING STREETS:
WEBER AVE.

ACTA-2 STA. N/A

ACTA CROSSING NO. N/A

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

DRAWN: GC CHECKED: RN SCALE: 1" = 20'
 DATE: 9/9/02 SHT. 10 OF 10

CITY OF COMPTON

GRANT DEED ATTACHMENT No. 4

**“SCHEDULE OF EXISTING RIGHT
DOCUMENTS (CITY)”**

(This Attachment 4 consists of three pages including this cover page.)

ATTACHMENT 4

SCHEDULE OF EXISTING RIGHT DOCUMENTS (CITY OF COMPTON)

ITEM NO.	TYPE OF RIGHT	RECORDING DATE	RECORDING BOOK/PAGE	GRANTOR	GRANTEE	PURPOSE/ LOCATION
68	Easement	January 27, 1961	D2167/254, O.R.	Southern Pacific Company	City of Compton	Water Pipeline/ Indeterminate in nature
81	Easement	November 1, 1915	6143/246, Deeds	Southern Pacific Company	City of Compton	Highway Purposes/ Laurel Street
82	Easement	August 11, 1925	4414/356, O.R.	Southern Pacific Railroad Company	City of Compton	Highway Purposes/ Compton Blvd.
83	Easement	March 25, 1926	4476/263, O.R.	Southern Pacific Railroad Company	City of Compton	Highway Purposes/ Alondra Blvd.
84	Easement	January 31, 1926	4537/246, O.R.	Southern Pacific Railroad Company	City of Compton	Highway Purposes/ Palmer Street
87	Easement	October 30, 1934	13147/130, O.R.	Southern Pacific Railroad Company	City of Compton	Highway Purposes/ Alondra Blvd.
88	Easement	September 18, 1945	22777/143, O.R.	Southern Pacific Railroad Company	City of Compton	Highway Purposes/ Rosecrans Ave.
89	Easement	September 18, 1945	22306/87, O.R.	Southern Pacific Railroad Company	City of Compton	Street or Highway Purposes/ Compton Blvd.
90	Easement	October 22, 1948	28563/279, O.R.	Southern Pacific Railroad Company	City of Compton	Road Purposes/ Rosecrans Ave.
91	Easement	October 22, 1948	28563/287, O.R.	Southern Pacific Company	City of Compton	Street Widening Purposes/ Compton Blvd.
92	Easement	October 22, 1948	28565/289, O.R.	Southern Pacific Company	City of Compton	Street or Highway Purposes/ Indeterminate in Nature

ATTACHMENT 4

SCHEDULE OF EXISTING RIGHT DOCUMENTS (CITY OF COMPTON)

ITEM NO.	TYPE OF RIGHT	RECORDING DATE	RECORDING BOOK/PAGE	GRANTOR	GRANTEE	PURPOSE/ LOCATION
94	Easement	February 11, 1958	D-58/627, O.R.	Southern Pacific Company	City of Compton	Drainage Purposes/ Compton Blvd.
225	Easement	October 21, 1977	Inst. No. 77-1171640	Southern Pacific Transportation Company	City of Compton	Sewer Purposes/ Auto Drive North
268	Easement	August 12, 1982	Inst. No. 82-268384	Southern Pacific Transportation Company	City of Compton	Street Purposes/ Auto Drive South
284	Easement	August 21, 1990	Inst. No. 90-1449600	Southern Pacific Company	City of Compton	Highway Purposes/ Greenleaf Blvd.

CITY OF COMPTON

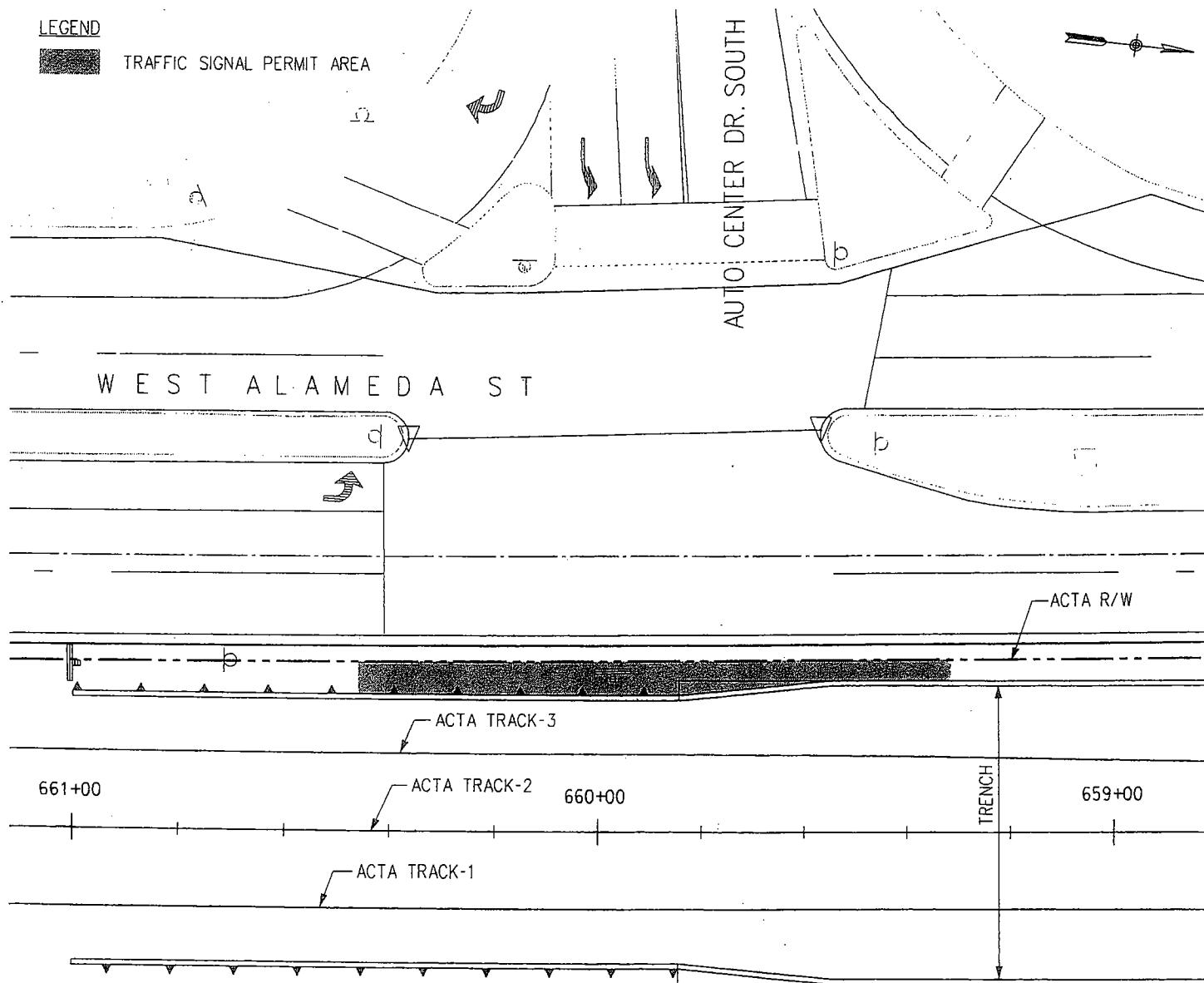
GRANT DEED ATTACHMENT No. 5

“SIGNAL LOCATIONS”

(This Attachment 5 consists of three pages including this cover page.)

LEGEND

TRAFFIC SIGNAL PERMIT AREA



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 159 PAGES 80-88

PERMIT FOR:

TRAFFIC SIGNAL

PERMITEE:

CITY OF COMPTON

NEARBY INTERSECTING STREETS:

AUTO CENTER DR. SOUTH

ACTA-2 STA. 659+88

ACTA CROSSING NO. N/A


ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

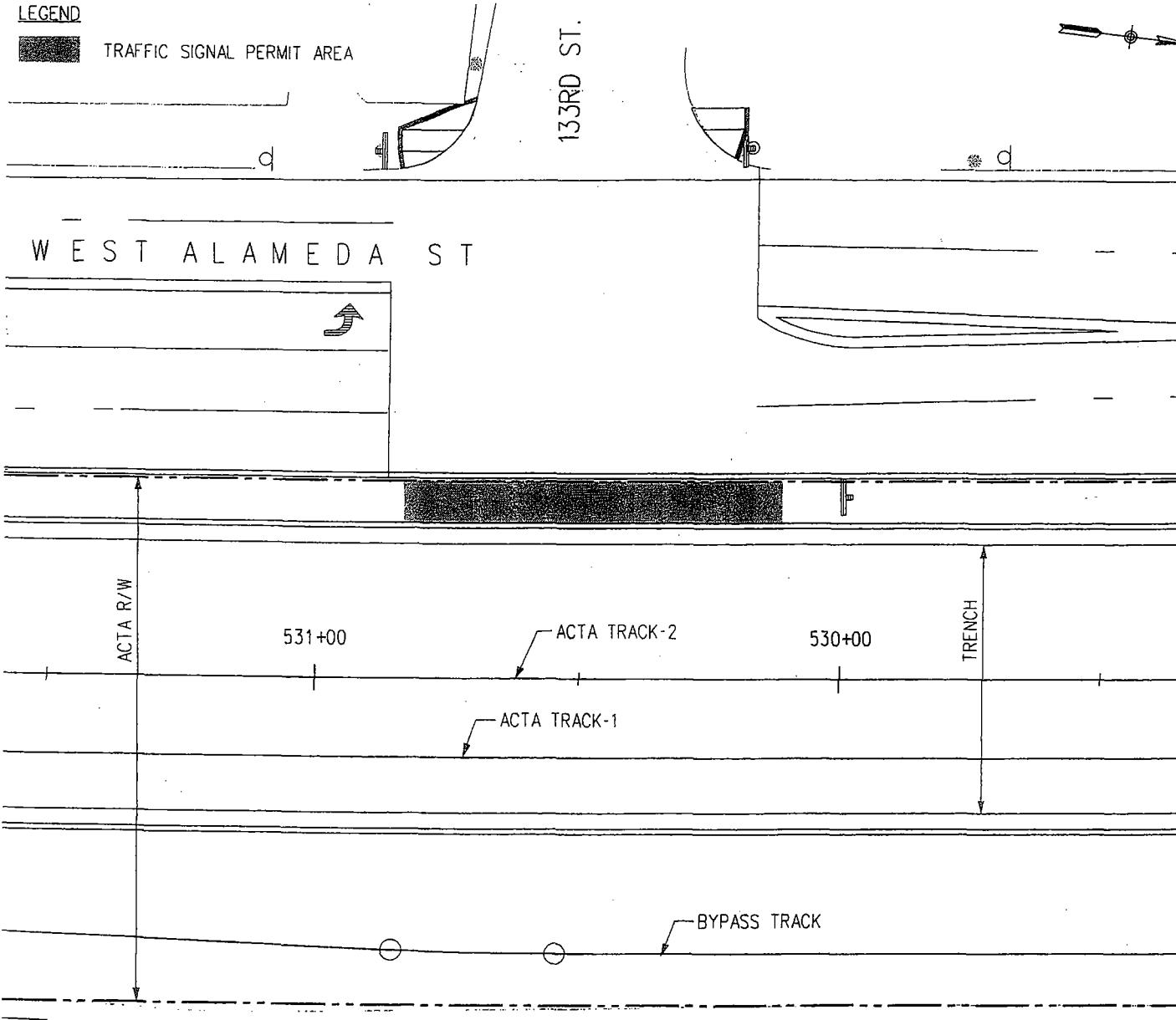
DRAWN: GC CHECKED: RN
DATE: 11/22/02

SCALE: 1" = 20'
SHT 1 OF 1

EXHIBIT "A"

LEGEND

 TRAFFIC SIGNAL PERMIT AREA



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 159 PAGES 4-16

PERMIT FOR:
TRAFFIC SIGNAL

PERMITEE:
CITY OF COMPTON

NEARBY INTERSECTING STREETS:
133RD ST.

ACTA-2 STA. 530+47

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"

CITY OF COMPTON

GRANT DEED ATTACHMENT No. 6

“BRIDGE IMPROVEMENT LOCATION”

(This Attachment 6 contains nine pages including this cover page and consists of one Exhibit A-1, one Exhibit A-2, one Exhibit B-1, one Exhibit B-2, one Exhibit C-1 and one Exhibit C-2.)

PSOMAS

LEGAL DESCRIPTION

Exhibit "A-1"

("BRIDGE")

MCOG-800-2

That portion of Parcel 17, which lies above a horizontal plane having an elevation of 97.76 feet above sea level, in the City of Compton, County of Los Angeles, State of California as described in the deed to the Cities of Los Angeles and Long Beach recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records of said County, being a strip of land, 90.00 feet wide, lying 45.00 feet on each side of the following described line:

Beginning at the intersection of the easterly line of said Parcel 17 with the centerline of Rosecrans Avenue, as shown on the map filed in Book 159, Pages 4 through 16 inclusive, of Records of Survey, records of said County; thence South 89°34'18" West 100.73 feet along said centerline to the westerly line of said Parcel 17.

The sidelines of said strip of land shall be lengthened or shortened to terminate easterly in said easterly line and westerly in said westerly line.

The horizontal area of this parcel is 9065 square feet, more or less.

The distances shown hereon are grid distances. Ground distances may be obtained by dividing the grid distances by the mean combination factor of 1.00002723.

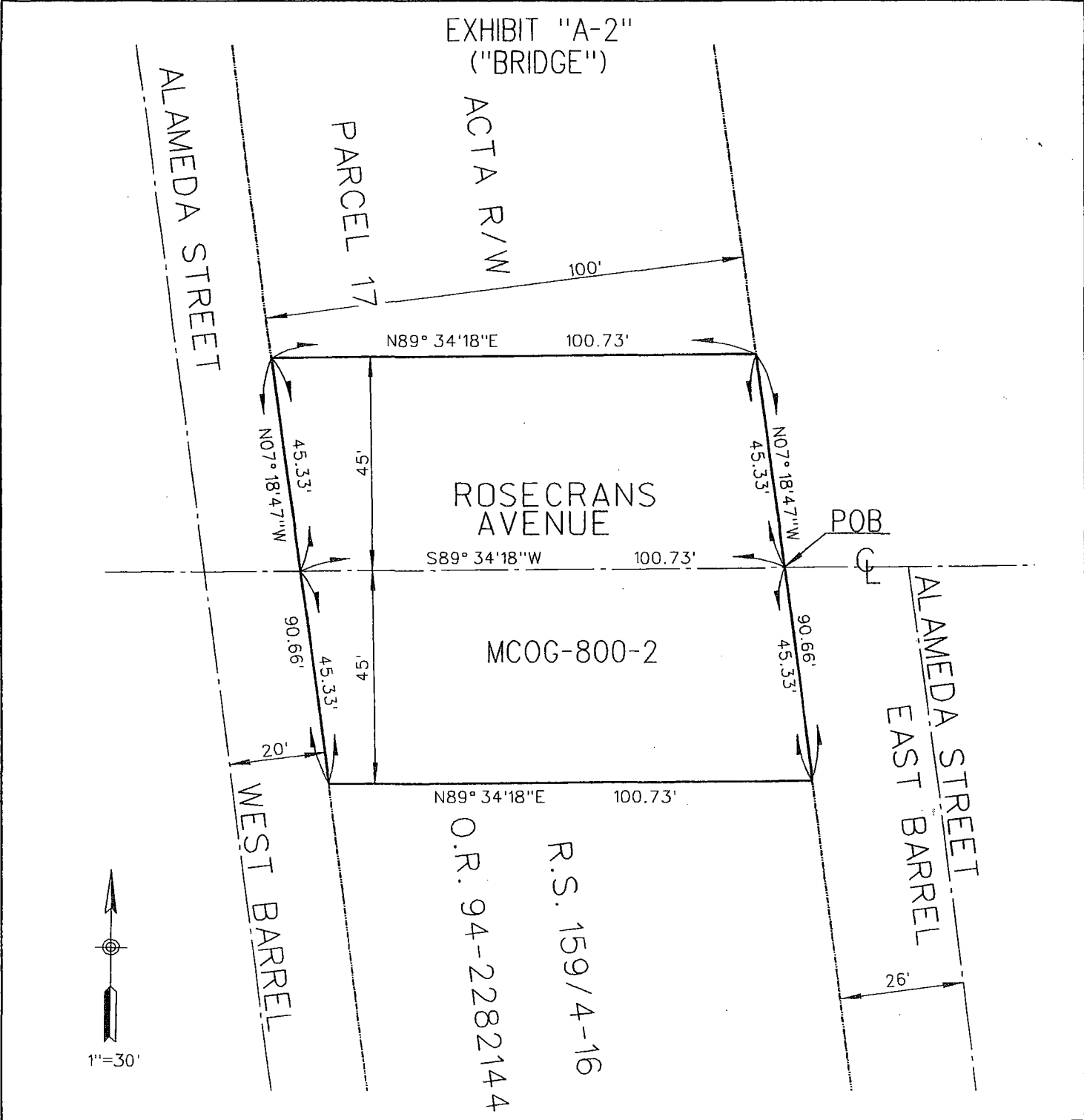
The property described herein excludes all areas which lie below a horizontal plane having an elevation of 97.76 feet above sea level.

Said above referenced elevation is based on the following Benchmark:

A 2 ¼" brass cap monument stamped "A.C.T.A., 1995, 027, L.S. 6422, PSOMAS" on the southeasterly curb of the intersection of Peck Street and Rose Avenue.

Elevation = 72.42 feet above sea level (NAVD 88, September, 1994 Adjustment).

GRANTOR : ACTA	The data shown on plot are based on a field survey prepared by Psomas dated May 1995. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.	
DESCRIPTION : SEE ATTACHED EXHIBIT "A-1"		
	B	3/11/03 REVISED EXHIBIT TITLE
TITLE REPORT : N/A	A	2/25/03 ORIGINAL SUBMITTAL
ASSESSORS REF. 6166-014-270,271; 6167-006-272,273,274,275	NO.	DATE REVISION DESCRIPTION
ROW REF : N/A		



ACTA PARCEL NO.	AREA (SQ. FT.)		
MCOG-800-2	9065		

	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY ALAMEDA CORRIDOR PARCEL PLAT MCOG-800-2	CONTRACT NO. 2DMJ010741 T8 LTR 601
		SCALE 1"=30'
PREPARED BY: PSOMAS 3187 Red Hill Avenue, #250 Costa Mesa, California 92626 714/751-7373 714/545-8883 (Fax)		DATE 2/24/03
		DRAWN BY RMV
		CHECKED BY JLE
		REV. DATE REV. NO.

PSOMAS

LEGAL DESCRIPTION

Exhibit "B-1"

("Stairway")

MCOG-800-3

That portion of Parcel 17, in the City of Compton, County of Los Angeles, State of California as described in the deed to the Cities of Los Angeles and Long Beach recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records of said County, described as follows:

Beginning at the intersection of the easterly line of said Parcel 17 with a line parallel with and distant 30.00 feet southerly, measured at right angles, from the centerline of Rosecrans Avenue, as shown on the map filed in Book 159, Pages 4 through 16, inclusive, of Records of Survey, records of said County; thence South 07°18'47" East 56.52 feet along said easterly line; thence South 82°41'13" West 11.35 feet; thence North 07°18'47" West 57.89 feet to a point on said parallel line; thence North 89°34'18" East 11.43 feet along said parallel line to the point of beginning.

Containing 649 square feet, more or less.

The distances shown hereon are grid distances. Ground distances may be obtained by dividing the grid distances by the mean combination factor of 1.00002723.

As shown on Exhibit "B-2" attached hereto and made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.

Jeremy L. Evans

Jeremy L. Evans, P.L.S. 5282

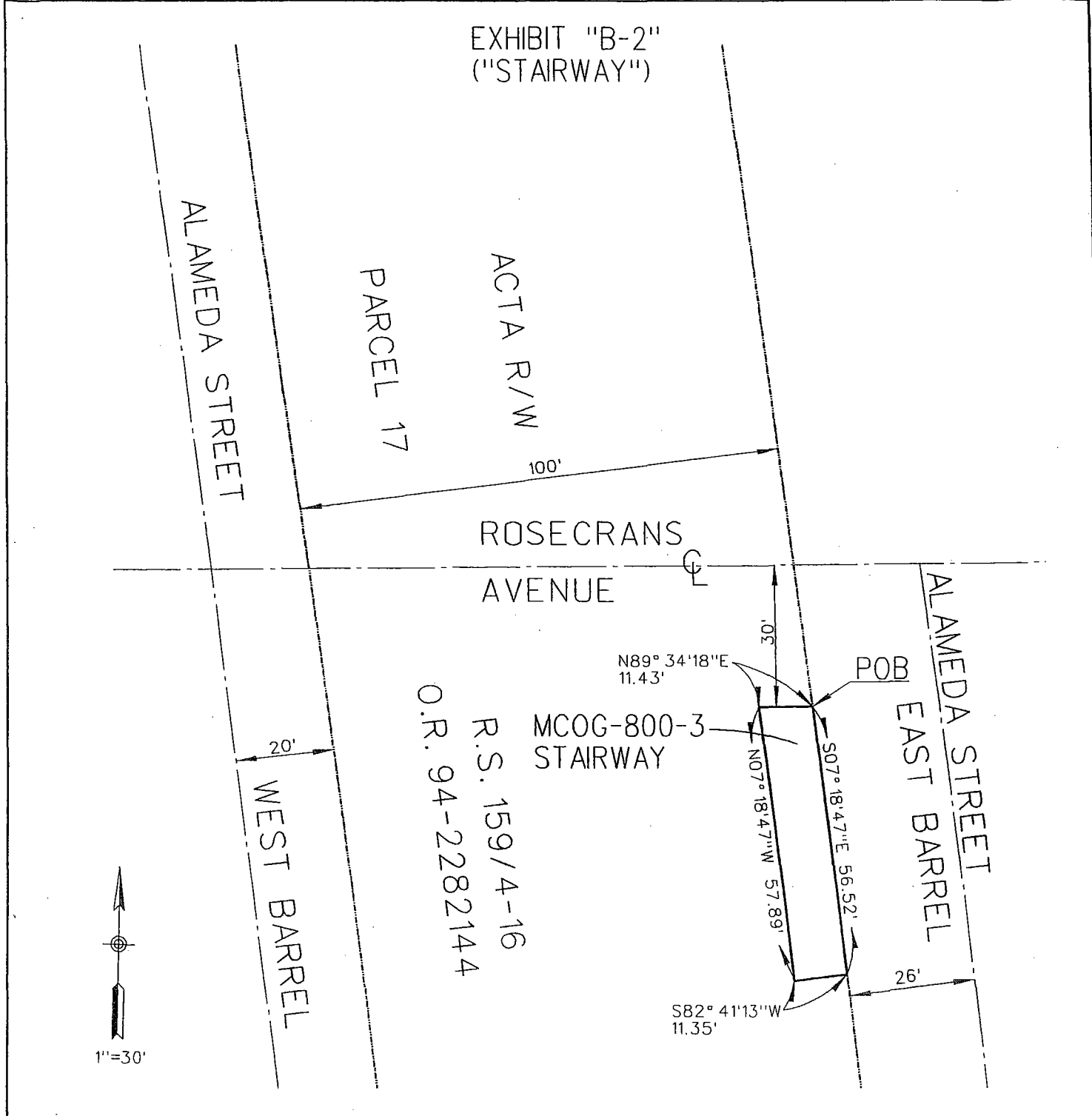
Expires 12/31/03

3-11-03

Date



GRANTOR : ACTA	The data shown on plat are based on a field survey prepared by Psomas dated May 1995. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.		
DESCRIPTION : SEE ATTACHED EXHIBIT "B-1"			
	B	3/11/03	REVISED EXHIBIT TITLE
TITLE REPORT : N/A	A	2/25/03	ORIGINAL SUBMITTAL
ASSESSORS REF. 6166-014-270,271	NO.	DATE	REVISION DESCRIPTION
ROW REF : N/A			



ACTA PARCEL NO.	AREA (SQ. FT.)			
MCOG-800-3	649			

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

ALAMEDA CORRIDOR
PARCEL PLAT

CONTRACT NO.	2DMJ010741 T8 LTR 601
SCALE	1"=30'
DATE	2/24/03
DRAWN BY	RMV
CHECKED BY	JLE
REV. DATE	REV. NO.

PREPARED BY:
PSOMAS
3187 Red Hill Avenue, #250
Costa Mesa, California 92626
714/751-7373
714/545-8883 (Fax)

MCOG-800-3

PSOMAS

LEGAL DESCRIPTION

Exhibit "C-1"

("Footings")

MCOG-800-1

Footing I

That portion of Parcel 17, in the City of Compton, County of Los Angeles, State of California as described in the deed to the Cities of Los Angeles and Long Beach recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records of said County, being a strip of land, 12.00 feet wide, the easterly line being described as follows:

Beginning at the intersection of the easterly line of said Parcel 17 with a line parallel with and distant 30.00 feet southerly, measured at right angles, from the centerline of Rosecrans Avenue, as shown on the map filed in Book 159, Pages 4 through 16, inclusive, of Records of Survey, records of said County; thence North 07°18'47" West 60.44 feet along said easterly line to a line parallel with and distant 30.00 feet northerly, measured at right angles, from said centerline.

The westerly line of said strip of land shall be lengthened or shortened to terminate southerly in the most southerly parallel line mentioned above and northerly in the most northerly parallel line mentioned above.

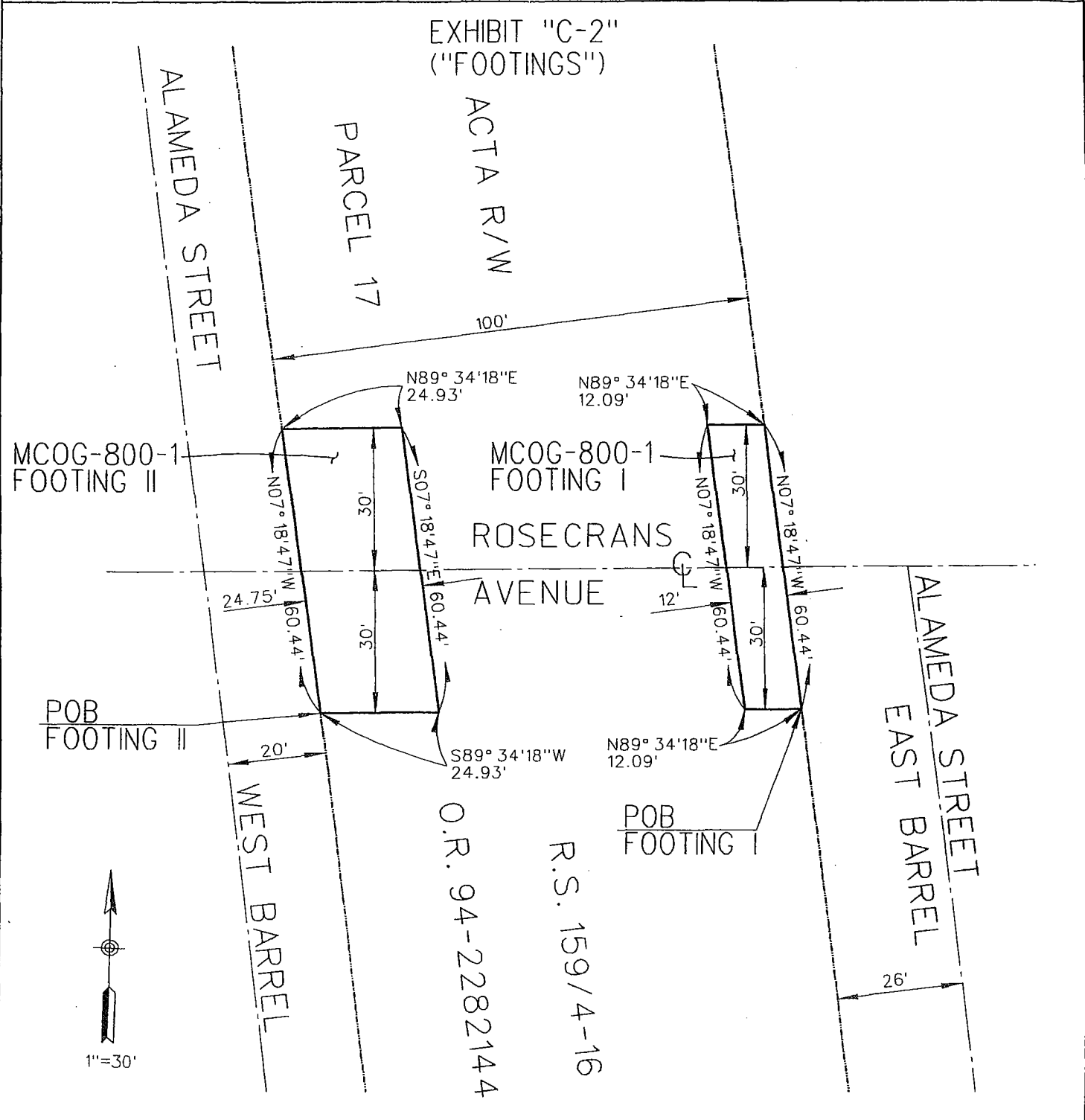
Containing 725 square feet, more or less.

Footing II

That portion of Parcel 17, in the City of Compton, County of Los Angeles, State of California as described in the deed to the Cities of Los Angeles and Long Beach recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records of said County, being a strip of land, 24.75 feet wide, the westerly line being described as follows:

Beginning at the intersection of the westerly line of said Parcel 17 with a line parallel with and distant 30.00 feet southerly, measured at right angles, from the centerline of

GRANTOR : ACTA	The data shown on plot are based on a field survey prepared by Psomas dated May 1995. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.		
DESCRIPTION : SEE ATTACHED EXHIBIT "C-1"			
	B	3/11/03	REVISED EXHIBIT TITLE
TITLE REPORT : N/A	A	2/25/03	ORIGINAL SUBMITTAL
ASSESSORS REF. 6166-014-270,271; 6167-006-272,273,274,275	NO.	DATE	REVISION DESCRIPTION
ROW REF : N/A			



ACTA PARCEL NO.	AREA (SQ. FT.)	AREA (SQ. FT.)		
MCOG-800-1	FOOTING I = 725	FOOTING II = 1496		

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	ALAMEDA CORRIDOR PARCEL PLAT	CONTRACT NO. 2DMJD10741 T8 LTR 601
		SCALE 1"=30'
PREPARED BY: 	3187 Red Hill Avenue, #250 Costa Mesa, California 92626 714/751-7373	DATE 2/24/03
		DRAWN BY RMV
		CHECKED BY JLE
MCOG-800-1		

ORDER NO. 6868

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Reciprocal Grant Easement Deeds and Assignments, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY (ACTA), and the CITY OF VERNON, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Reciprocal Grant Easement Deeds and Assignments on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of APR 05 2006.

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

Approved as to Form and Legality

4/14/06

ROCKARD J. DELGADILLO, City Attorney

By David McMillan (for)
THOMAS J. GRIEGO

Deputy City Attorney

Date: 4/14/06

pko
4/14/06

ORDINANCE NO. _____

An Ordinance approving the Board of Harbor Commissioners for the Reciprocal Grant Easement Deeds and Assignments.

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

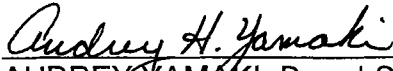
Section 1. The action of the Board of Harbor Commissioners of the City of Los Angeles on the 5th day of April, 2006, approving the Reciprocal Grant Easement Deeds and Assignments, by and among the City of Los Angeles, the City of Long Beach, the Alameda Corridor Transportation Authority (ACTA), and the City of Vernon is hereby ratified, confirmed, and approved. The approved order reads:

ORDER NO. 6868

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Reciprocal Grant Easement Deeds and Assignments, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY (ACTA), and the CITY OF VERNON, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the Reciprocal Grant Easement Deeds and Assignments on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of APR 05 2006.



AUDREY YAMAKI, Board Secretary

Section 2. Pursuant to Los Angeles Administrative Code Sections 7.21 and 7.27, the Council finds and determines that the public interest requires that the property owned by the City of Los Angeles and the City of Long Beach as tenants in common be conveyed by way of Reciprocal Grant Easement Deeds and Assignments without notice of sale or advertisement for bids.

Section 3. The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

FRANK T. MARTINEZ, City Clerk

By _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By 
THOMAS J. GRIEGO
Deputy City Attorney

Date 4/14/06

File No. _____

RECIPROCAL GRANT EASEMENT DEEDS AND ASSIGNMENTS

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

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

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

AND

CITY OF VERNON

Dated September 28, 2004

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....2
ARTICLE 2 GRANT DEED TO THE CITY.....7
 2.1 City Easements.....7
 2.2 City Acceptance.....8
ARTICLE 3 ACTA RIGHTS AND INTERESTS EXCEPTED FROM GRANT8
 3.1 Rail Corridor Rights.....8
ARTICLE 4 GRANT DEED AND QUITCLAIM TO ACTA.....9
 4.1 ACTA Trench Easements9
 4.2 ACTA Maintenance and Structure Repair Easement9
 4.3 Quitclaim.....10
 4.4 ACTA Acceptance.....10
ARTICLE 5 CITY RIGHTS AND INTERESTS EXCEPTED FROM GRANT10
 5.1 Reserved Right.....10
ARTICLE 6 CONDITIONS TO GRANTS10
 6.1 City Easement Areas.....10
 6.2 ACTA Easements.....11
ARTICLE 7 INDEMNIFICATION.....11
 7.1 City Indemnification11
 7.2 ACTA Indemnification12
 7.3 Notifications.....12
 7.4 Defense12
ARTICLE 8 NOTICES.....13
ARTICLE 9 MISCELLANEOUS13
 9.1 Severability13
 9.2 Binding Agreement.....13
 9.3 Third Party Beneficiaries14
 9.4 Incorporation of Attachments14
 9.5 Construction.....14
 9.6 Further Assurances.....15
 9.7 Joinder by POLA and POLB15
 9.8 Counterparts.....16
 9.9 Waiver.....16
 9.10 Governing Law; Forum.....16
 9.11 Computation of Time.....16

RECIPROCAL GRANT EASEMENT DEEDS AND ASSIGNMENTS

THESE RECIPROCAL GRANT EASEMENT DEEDS AND ASSIGNMENTS (the "Grant Deed") are made and entered into as of September 28, 2004, by and among **ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**, a joint powers authority created under the laws of the State of California ("ACTA"), **CITY OF LOS ANGELES ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS**, a municipal corporation ("POLA"), **CITY OF LONG BEACH ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS**, a municipal corporation ("POLB") and **CITY OF VERNON**, a municipal corporation ("City").

RECITALS:

A. ACTA is a joint powers authority created by the City of Los Angeles and the City of Long Beach pursuant to California Government Code Sections 6500 *et seq.* for the purpose of constructing, operating and maintaining the rail infrastructure project commonly known as the Alameda Corridor in Los Angeles County, California.

B. In furtherance of the construction of the Rail Corridor (as defined below), POLA and POLB jointly acquired title to certain real property over, on and under which the Rail Corridor has been constructed. A portion of the Rail Corridor is located within the City.

C. Pursuant to that certain Use Permit dated as of October 12, 1998, POLA and POLB authorized ACTA, in its own name, to construct and operate the Rail Corridor. In furtherance thereof and pursuant to ACTA's joint power authority, ACTA also acquired, in its own name, title to certain real property over, on and under which the Rail Corridor has been constructed and additional land in the vicinity of the Rail Corridor.

D. To facilitate construction of the Rail Corridor and related improvements within the City, ACTA entered into that certain Memorandum of Understanding for the Design and Construction of Alameda Corridor Program, dated as of August 5, 1998, between ACTA and the City (the "MOU"). Pursuant to the MOU, the City agreed to grant ACTA certain property rights needed to construct and operate the Rail Corridor.

E. Pursuant to Section 3.10 of the MOU, ACTA has the right to convey to the City, “on conditions (other than compensation) acceptable to the City,” such real property interests and other property rights “located within the City’s boundaries as ACTA determines in its sole discretion is not necessary to the Alameda Corridor” and “the City shall convey to ACTA or its designee at no cost to ACTA, all City real property interests being taken out of service by the Construction.”

F. This Grant Deed is intended to implement Section 3.10 of the MOU.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

The following capitalized terms are used in this Grant Deed with the following meanings:

“**ACTA**” means the Alameda Corridor Transportation Authority, a joint powers authority created under the laws of the State of California.

“**ACTA Adjoining Property**” means that portion of the ACTA Property which is not within the Rail Corridor Segment. An example of such area is graphically depicted on Exhibit A to Attachment 5.

“**ACTA Maintenance Easements**” mean those easements granted by the City to ACTA pursuant to Section 4.2 below.

“**ACTA Property**” means the property within the city limits of the City in which ACTA, POLA and/or POLB hold interests, which property is described in Attachment 1 hereto. An example of such area is graphically depicted on Exhibit B to Attachment 5 hereto.

“**ACTA Trench Easements**” mean those easements granted by the City to ACTA pursuant to Section 4.1[A] and 4.1[B].

“ACTA Trench Easement Areas” mean the specific space occupied by the ACTA Trench Easements within the City Property. An example of such area is graphically depicted on Exhibit C to Attachment 5 hereto.

“Bridge Structure” means the bridge-related concrete structure, within the Rail Corridor Segment between the top of the Trench Wall pile caps and below the Surface Area.

“Bridge Structure Related-Improvements” mean any barrier wall, Fence or crash protection barrier along either side of those Bridge Structures on which 25th Street, 38th Street, Vernon Avenue and 55th Street run. There are no Bridge Structure Related-Improvements that run parallel to Alameda Street.

“City Easements” mean those easements granted by ACTA to the City pursuant to Section 2.1 below.

“City Easement Areas” mean the specific space occupied by the City Easements and the area above such specified space as described in all of the Exhibits A and all of the Exhibits C to Attachment 2 hereto and all of the real property located within the Street Easement Area Locations described in all of the Exhibits E to Attachment 6 hereto.. The City Easement Areas do not include the Rail Corridor Segment. The City Facilities are included in the City Easement Areas. An example of such City Easement Areas is graphically depicted on Exhibits D1 and D2 to Attachment 5 hereto.

“City Facilities” mean the Corridor Crossing Location Improvements, the City Non-Corridor Crossing Improvements, the Bridge Structure Related-Improvements and any City improvement located within the Street Easement Area Locations. Except for signal and lighting conduits within any Bridge Structure, there are no City Facilities located within the Rail Corridor Segment.

“City Non-Corridor Crossing Improvements” means all City improvements located within the City Non-Corridor Crossing Locations including, but not limited to (i) the sidewalks, curbs and gutters; (ii) pavement markings, delineators and striping on the top of the surface of the following: bridge or roadway, sidewalk and curbs; (iii) traffic signals, controllers, signal conduit and detectors regarding the control of motor vehicles and pedestrians, and electrical

circuits serving the same; (iv) street lights, including fixtures, electrical conduit, circuits and controls; (v) Surface Area; (vi) any traffic, parking, roadway and/or safety signs; (vii) surface drainage systems; and (viii) pipes, conduits, ducts and/or City utility lines. The subsurface depth of any City Non-Corridor Crossing Improvements shall only extend to the actual physical extent of any such improvement.

“City Non-Corridor Crossing Locations” mean those areas on, above and below the real property described in Exhibit C to Attachment 2 hereto. An example of such area is graphically depicted on all of the Exhibits D to Attachment 2 hereto.

“City Property” means the City-owned property from which certain rights are being conveyed to ACTA as described in Attachment 4 hereto. An example of such area is graphically depicted in Exhibit F to Attachment 5 hereto.

“Corridor Crossing Locations” mean the vehicle and pedestrian crossings plazas located above those portions of the Rail Corridor Segment containing the Corridor Crossing Location Improvements, which locations are described in all of the Exhibits A to Attachment 2 hereto. An example of such area is graphically depicted on Exhibits J1 and J2 to Attachment 5 hereto.

“Corridor Crossing Location Improvements” mean all of the following at, on or within the Corridor Crossing Locations: (i) pavement markings, delineators and striping on the top of the surface of any of the following: bridge or roadway, sidewalk, curb and recreational plazas which are specifically designed for use by pedestrians; (ii) traffic signals, controllers, signal conduit and detectors regarding the control of motor vehicles and pedestrians, and electrical circuits serving the same; (iii) street lights, including fixtures, electrical conduit, circuits and controls; (iv) any traffic, parking, roadway and/or safety signs; (v) Surface Area; (vi) surface drainage systems; (vii) surface of any sidewalks, curbs and gutters; and (viii) existing pipes, conduit, ducts and/or City utility lines existing as of the date of this Grant Deed. The Corridor Crossing Location Improvements do not include the Rail Corridor-Related Facilities, Bridge Structure Related-Improvements, any portion of any Bridge Structure, any other structures comprising or supporting the Rail Corridor Segment, or any improvements below the Surface Area except for those improvements described in numbers (ii), (iii), (iv), (vii) and (viii)

above. The Corridor Crossing Location Improvements shall in no event encroach into the Rail Corridor Segment. The subsurface depth of any Corridor Crossing Location Improvements shall only extend to the actual physical extent of any such improvement.

“Drill Track” means that portion of a single track rail line, and the rail spurs and other support structures relating thereto and the real property on and along which such rail line is located, generally running adjacent to and parallel with portions of the Rail Corridor, as shown on all of the Exhibits B and all of the Exhibits D to Attachment 2 hereto, which Drill Track is for the use and operation of one or more of the Railroads.

“Fence” means a non-concrete barrier.

“POLA” means the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners.

“POLB” means the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners.

“Rail Corridor” means the right of way, multiple main track, high density, mainline railroad system (including the tracks, any service or access roads and the Trench Walls), together with the real property in which ACTA, POLA and/or POLB now has or hereafter acquires an interest in and on which such railroad system is located which is generally along and parallel to Alameda Street.

“Rail Corridor-Related Facilities” mean the real and personal property, not otherwise conveyed to the City, located in, on, under or over the ACTA Adjoining Property, related to (i) the operation, maintenance, repair, or improvement of the Rail Corridor Segment, such as structures, improvements, fixtures, installed equipment and other properties (ii) railroad signals, communication facilities, signal houses, and all other installations used in connection with the operation of the Railroads, (iii) water, electrical, telecommunications, drainage and other utility discharge systems or lines specifically serving the Rail Corridor Segment or Rail Corridor-Related Facilities and (iv) any improvement covered by Permitted Approval located within the ACTA Adjoining Property.

“Rail Corridor Rights” mean those rights, titles and interests reserved and excepted in accordance with Section 3 of this Grant Deed

“Rail Corridor Segment” means that portion of the Rail Corridor having the following three dimensional description:

- (i) The length shall follow the exterior of the two parallel Trench Walls and shall commence at the intersection of the Trench Walls at the northerly end of the city limits of the City and shall terminate at the intersection of Trench Walls at the southerly end of the city limits of the City.
- (ii) The width shall be the area between the exterior face of each of the parallel Trench Walls.
- (iii) The vertical extent shall be defined by the top of the Trench Walls, the top of the pile cap of the Trench Walls, the top of the abutment back wall, or the top of the area immediately below the Surface Area of any Bridge Structure, whichever is highest, and shall extend downward to a depth of ten (10) feet below the bottom of the Trench Wall.

The Rail Corridor Segment shall include all improvements and equipment whatsoever located within said area. An example of such area is graphically depicted on Exhibit I to Attachment 5 hereto.

“Railroad” means, individually, The Burlington Northern and Santa Fe Railway Company or Union Pacific Railroad Company, and collectively means all of The Burlington Northern and Santa Fe Railway Company and Union Pacific Railroad Company, and the assignees of the foregoing, together with any other Class I or regional railroad that in the future may have rights to use the Rail Corridor or the Drill Track.

“Street Easement Area Locations” mean those areas described in all of the Exhibits E to Attachment 6 hereto and graphically depicted on all of the Exhibits F to Attachment 6 hereto.

"Surface Amenities" means the pavement marking, delineators and striping on the top surface of any of the following: bridge or roadway, sidewalk, curb and recreational plaza which are specifically designed for use by pedestrians and the Bridge Structure Related-Improvements.

"Surface Area" means the upward facing portion of the exterior of the street or roadway as it now exists or may exist in the future; such Surface Area has length and breadth, but not thickness. Examples of the lands subject to the Surface Area are depicted on Exhibit G to Attachment 5 hereto.

"Trench Walls" mean those two parallel subsurface walls used as lateral support with regard to the railroad tracks and other improvements located within the Rail Corridor Segment. The top of the Trench Walls is capable of being visually determined and a barrier wall is, in some cases, generally located on top of the Trench Wall which is readily discernable from the Trench Walls. An example of such area is graphically depicted on Exhibit H to Attachment 5 hereto.

ARTICLE 2

GRANT DEED TO THE CITY

2.1 City Easements

Subject to and excepting the matters set forth in Section 3 below, ACTA, POLA and POLB hereby grant to the City, to the extent of their respective interests therein, an easement (the "City Easements") for all of the following: (i) over, under and above each Corridor Crossing Locations for the purpose of constructing, maintaining, repairing and replacing the Corridor Crossing Location Improvements, (ii) over, under and above the City Non-Corridor Crossing Locations for the purpose of constructing, maintaining, repairing and replacing the City Non-Corridor Crossing Improvements, (iii) on and over those Surface Area subject to street or roadway use for the purposes of street and roadway uses, (iv) on and over any sidewalks and curbs for the purposes of pedestrian walkways, (v) on and over the Bridge Structure Related-Improvements for the purpose of maintaining and repairing such Bridge Structure Related-Improvements, and (vi) over, under and above the Street Easement Area Locations for street and utility purposes. All materials, replacements, substitute items and capital improvements installed or made by or on behalf of the City in the City Easement Areas will be the property of the City.

The City will use its best efforts to exercise its rights under this Grant Deed in a manner that minimizes interference with ACTA's operations.

2.2 City Acceptance

The grants provided for in this Article 2 are accepted concurrently with recording of this Grant Deed and by the City executing and recording the Certificate of Acceptance attached hereto.

ARTICLE 3 ACTA RIGHTS AND INTERESTS EXCEPTED FROM GRANT

3.1 Rail Corridor Rights

The following rights and interests shall be excepted by ACTA, POLA and POLB from the grant provided for in Article 2 herein (the "**Rail Corridor Rights**"):

3.1.1 The Rail Corridor-Related Facilities and that portion of the ACTA Adjoining Property subject to the Rail Corridor-Related Facilities and all rights in and to the City Easement Areas not specifically granted by this Grant Deed;

3.1.2 The right of vehicular and pedestrian ingress to and egress from, through the City Easement Areas for the purposes of accessing, inspecting, maintaining, repairing, replacing, constructing or improving any portion of the Rail Corridor Segment or any Rail Corridor-Related Facilities;

3.1.3 The right of entry on, under and through the City Easement Areas to excavate portions of the City Easement Areas in order to repair, reconstruct or improve portions of the Rail Corridor Segment, equipment or fixtures located therein or any Rail Corridor-Related Facilities; and

3.1.4 The right of entry on, under and through the Bridge Structure Related-Improvements for the purpose of repairing or replacing any Bridge Structure Related-Improvements for which ACTA has the obligation to repair or replace.

ARTICLE 4
GRANT DEED AND QUITCLAIM TO ACTA

4.1 ACTA Trench Easements

Subject to and excepting the matters set forth in Section 5.1 below, City hereby grants to ACTA the ACTA Trench Easements comprised of [A] a non-exclusive easement in and under the City Property for the purpose of maintaining, repairing and replacing that portion of the Rail Corridor Segment and any Bridge Structure located within the City Property which is within the area described in Attachment 4 hereto and graphically depicted in Exhibit C to Attachment 5, [B] an exclusive easement for all improvements, fixtures and equipment located within that portion of the Rail Corridor Segment and any Bridge Structure located within the area described in Attachment 4 and [C] a negative easement (“Restrictive Easement”) by which the City shall refrain from utilizing or entering into or erecting or maintaining any improvement within any portion of the Rail Corridor Segment and any Bridge Structure (exclusive of signal and lighting conduits) below the Surface Area, or any lands located 10 feet below the Rail Corridor Segment. The Restrictive Easement shall run with the City Property and shall bind the City and all of its successor and assigns. All materials, replacements, substitute items and capital improvements installed or made by or on behalf of ACTA in the ACTA Trench Easement Areas will be the property of ACTA. ACTA will use its best efforts to exercise its rights under this Grant Deed in a manner that minimizes interference with or over the Surface Area.

4.2 ACTA Maintenance and Structure Repair Easement

City hereby grants to ACTA a non-exclusive easement (“ACTA Maintenance Easement”) in and through the portion of the City Property above the ACTA Trench Easement Areas (i) for the purpose of maintaining, repairing and replacing the Rail Corridor Segment, and any other ACTA improvements below the Surface Area and/or the Bridge Structure and/or (ii) for the purpose of repairing damage to the Surface Area caused by structural defects.

4.3 Quitclaim

City hereby quitclaims to ACTA all of its rights, title and interests arising pursuant to those five recorded documents set forth on Attachment 3 hereto located within the ACTA Property.

4.4 ACTA Acceptance

The grants provided for in this Article 4 are accepted concurrently with recording of this Grant Deed and by ACTA executing and recording the Certificate of Acceptance attached hereto.

ARTICLE 5 CITY RIGHTS AND INTERESTS EXCEPTED FROM GRANT

5.1 Reserved Right

The following rights and interests shall be excepted by the City from the grant provided for in Article 4:

5.1.1 The continued right to use the Surface Area and the space above the City Property for public street purposes.

5.1.2 The continued right to use of the sidewalks for pedestrian walkway purposes.

5.1.3 The right of entry onto the area within and on any Bridge Structure for the purpose of maintaining and repairing the Surface Amenities, and the signal and lighting conduit located within the ACTA Trench Easement Areas.

ARTICLE 6 CONDITIONS TO GRANTS

6.1 City Easement Areas

In addition to any covenants, conditions, reservations and restrictions set forth in this Grant Deed, the City Easement Areas are transferred to the City hereunder subject to all covenants, conditions, restrictions, reservations, rights, right-of-way, easements and other matters of record or which are apparent. City hereby expressly waives each of the implied covenants which would otherwise arise as a result of the grants from Grantor in this Grant Deed

as set forth in Section 1113 of the California Civil Code (the “Civil Code”); provided, however, that ACTA and City each hereby expressly understand and agree that the provisions of Section 1106 of the Civil Code concerning after acquired title shall apply to this Grant Deed and are not hereby waived.

6.2 ACTA Easements

In addition to any covenants, conditions, reservations and restrictions set forth in this Grant Deed, the ACTA Trench Easement Areas and the ACTA Maintenance Easement are transferred to ACTA hereunder subject to all covenants, conditions, restrictions, reservations, rights, right-of-way, easements and other matters of record or which are apparent. ACTA hereby expressly waives each of the implied covenants which would otherwise arise as a result of the grants from Grantor in this Grant Deed as set forth in Section 1113 of the California Civil Code; provided, however, that the City and ACTA each hereby expressly understand and agree that the provisions of Section 1106 of the Civil Code concerning after acquired title shall apply to this Grant Deed and are not hereby waived.

ARTICLE 7 **INDEMNIFICATION**

7.1 City Indemnification

The City shall indemnify, defend (with counsel reasonably acceptable to the ACTA Indemnified Entities [as hereinafter defined]) and save harmless ACTA, POLA and its Board of Harbor Commissioners and POLB and its Board of Harbor Commissioners, and their respective officers, directors, employees, commissioners, agents, successors and assigns (individually and collectively, the “**ACTA Indemnified Entities**”), from and against any losses, claims, damages, liabilities, actions, costs or expenses (including reasonable attorneys’ fees and costs), which may result directly or indirectly from any act or omission in connection with, related to or arising from the exercise or use of any right, title or interest granted or licensed to City pursuant to this Grant Deed except to the extent any such losses result directly from the negligence or willful misconduct of each or any of the ACTA Indemnified Entities.

7.2 ACTA Indemnification

ACTA shall indemnify, defend (with counsel reasonably acceptable to the City Indemnified Entities [as hereinafter defined]) and save harmless the City and its officers, council members, employees, commissioners, agents, successors and assigns (individually and collectively, the “**City Indemnified Entities**”), from and against any losses, claims, damages, liabilities, actions, costs or expenses (including reasonable attorneys’ fees and costs) which may result directly or indirectly from any act or omission in connection with, related to or arising from the exercise or use of any right, title or interest granted or licensed to ACTA pursuant to this Grant Deed except to the extent any such losses result directly from the negligence or willful misconduct of each or any of the City Indemnified Entities.

7.3 Notifications

If any claim, action, proceeding, investigation or demand is brought or threatened against any person entitled to indemnification hereunder (an “**Indemnitee**”), by reason of any matter requiring indemnification (an “**Indemnified Matter**”), Indemnitee shall give written notice thereof to the person required to make such indemnification (an “**Indemnitor**”). The notice shall be given to the Indemnitor within ten days of receipt of such claim by the Indemnitee. The notice shall also contain a reasonably detailed description of the event, occurrence or condition giving rise to the claim for indemnity and shall enclose a true copy of any and all documents served upon or received by Indemnitee.

7.4 Defense

Indemnitor shall at its own cost, expense, and risk: (a) defend each Indemnitee in all suits, actions, or other legal or administrative proceedings that may be brought or instituted against an Indemnitee on account of any Indemnified Matter with counsel selected by Indemnitor and reasonably acceptable to such Indemnitee; (b) pay and/or satisfy any judgment or decree that may be recorded against such Indemnitee in any such suit, action, or other legal or administrative proceedings; and (c) reimburse such Indemnitee for all losses incurred by such Indemnitee relating to or in connection with any such suit, action, or other legal or administrative proceedings.

ARTICLE 8
NOTICES

All notices and other communications under this Grant Deed will be in writing and will be deemed to have been duly given (a) on the date of delivery, if delivered personally on the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below and receipt has been confirmed either telephonically or by facsimile, or (b) on receipt, if mailed to the party to whom notice is to be given by overnight courier or first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

City: City of Vernon
4305 Santa Fe Avenue
Vernon, California 90058
Attention: Bruce V. Malkenhorst, City Administrator
Facsimile No.: (323) 581-7924
Confirmation No.: (323) 583-8811

To ACTA: Alameda Corridor Transportation Authority
One Pacific Plaza, Suite 650
Carson, California 90745
Attn: John Doherty, Chief Executive Officer
Telecopy No. (310) 233-7483
Confirmation No. (310) 233-7480

ARTICLE 9
MISCELLANEOUS

9.1 Severability

Each provision of this Grant Deed will be interpreted so as to be effective and valid under applicable law to the fullest extent possible. However, if any provision contained herein is for any reason held invalid, illegal or unenforceable in any respect, then, in order to effect the purposes of this Grant Deed it will be construed as if such provision had never been contained herein.

9.2 Binding Agreement

Subject to the restrictions on assignment set forth in this Grant Deed, this Grant Deed will be binding upon and will inure to the benefit of the City, ACTA, POLA, POLB and their

successors and assignees. Neither ACTA, POLA, POLB nor the City shall assign or otherwise transfer any interest granted or licensed in this Grant Deed to any other person or entity without the written consent of the other party (except that ACTA may assign any interest to POLA and/or POLB without the written consent of the City).

9.3 Third Party Beneficiaries

It is the intent of each party to this Grant Deed that each provision of this Grant Deed inure only to the benefit of the parties hereto, and the successors and permitted assignees of each of them, and will not inure to the benefit of any other person or entity (including any governmental or quasi-governmental agency or authority).

9.4 Incorporation of Attachments

This Grant Deed includes the following attachments that are attached hereto and incorporated herein by reference:

ATTACHMENTS

1. ACTA Property Description
2. Corridor Crossing Locations and City Non-Corridor Crossing Locations –
Descriptions and Depictions
3. Schedule of Existing Right Documents (City)
4. City Property Description
5. Definition Depictions
 - A Depiction of ACTA Adjoining Property
 - B Depiction of ACTA Property
 - C Depiction of ACTA Trench Easement Areas
 - D1 & D2 Depiction of City Easement Areas
 - E Depiction of City Non-Corridor Crossing Locations
 - F Depiction of City Property
 - G Depiction of Surface Area
 - H1 & H2 Depiction of Trench Walls
 - I Depiction of Rail Corridor Segment
 - J1 & J2 Depiction of Corridor Crossing Locations
6. Street Easement Area Locations

9.5 Construction

The language in all parts of this Grant Deed will be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. To the

extent any “exception” from a grant is not deemed to be an “exception,” such “exception” shall be deemed to be a “reservation” and as such, any right, title or interest “excepted” from any grant shall be deemed to be “reserved” from any such grant. Section headings of this Grant Deed are solely for convenience of reference and will not govern the interpretation of any of the provisions of this Grant Deed. References to “Articles” or “Sections” are to Articles or Sections of this Grant Deed and references to “Attachments” and “Exhibits” are to Attachments and Exhibits attached hereto, unless otherwise specifically provided. All references made (i) in the neuter, masculine or feminine gender will be deemed to have been made in all such genders, and (ii) in the singular or plural number will be deemed to have been made, respectively, in the plural or singular number as well. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Grant Deed will refer to this entire Grant Deed and not to any particular provision or section unless specifically indicated otherwise. The terms “include” or “including” do not limit the preceding words or terms. This Grant Deed shall be deemed to have been drafted by all parties to this Grant Deed, and the parties agree that California Civil Code Section 1069 shall be applicable to this Grant Deed and that the word “reservation” used in such Section 1069 shall also be applicable to any exception to any grant in this Grant Deed.

9.6 Further Assurances

Each party will execute all such instruments and documents and will take in good faith all such actions as are reasonably necessary to carry out the provisions of this Grant Deed.

9.7 Joinder by POLA and POLB

Each of POLA and POLB are executing this Grant Deed only to the extent necessary to grant to City the interests set forth in Section 2.1 above, or terminate interests as set forth in Section 4.3 above, and then only to the extent that POLA and/or POLB have any rights in the real property interests being transferred or granted. The City agrees that neither POLA nor POLB has any obligations or liabilities arising from this Grant Deed, other than those set forth herein. Except as set forth in Sections 2.1, 9.2, 9.3 and 9.7 herein, the City hereby acknowledges that neither POLA nor POLB shall be deemed a party to this Grant Deed for any other purposes.

By executing this Grant Deed, the City expressly waives any right to file or assert a claim or action against POLA or POLB arising from this Grant Deed.

9.8 Counterparts

This Grant Deed may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, but for any additional signature pages that have been executed by other parties to this Grant Deed.

9.9 Waiver

The failure of any party at any time or times to require performance of any provision hereof will in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

9.10 Governing Law; Forum

THIS GRANT DEED WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS-OF-LAW RULES AND PRINCIPLES OF SUCH STATE. THE PARTIES HERETO AGREE THAT ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS RELATED TO THIS GRANT DEED MUST BE BROUGHT, FILED, PROSECUTED AND DEFENDED IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

9.11 Computation of Time

All periods of time referred to in this Grant Deed shall, unless otherwise expressly provided, include all Saturdays, Sundays and holidays, provided that if the last date to perform

any act or give any notice with respect to this Grant Deed shall fall on a Friday, Saturday, Sunday or legal holiday in the State of California, such act or notice may be timely performed or given on the next succeeding day which is not a Friday, Saturday, Sunday or legal holiday in the State. Fridays, Saturdays, Sundays and legal holidays in the State shall not be "business" days for purposes of this Grant Deed.

IN WITNESS WHEREOF, the parties to this Grant Deed have duly executed it as of the day and year first above written.

"ACTA"


ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY, a Joint Powers Authority

By: _____


John Doherty
Chief Executive Officer

ATTEST:


By: _____


Joseph Burton
Special Counsel

"CITY"

CITY OF VERNON

By: _____


Leonis C. Malburg
Mayor

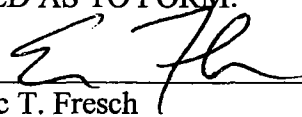
ATTEST:

By: _____


Bruce V. Malkenhorst
City Clerk

APPROVED AS TO FORM:

By: _____


Eric T. Fresch
City Attorney

THE CITY OF LOS ANGELES AND THE CITY OF LONG BEACH EXECUTE THIS DOCUMENT FOR THE LIMITED PURPOSE SPECIFIED IN SECTION 9.7 HEREIN.

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

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

ATTEST:

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

APPROVED AS TO FORM:

By: Thomas J Grieso
Printed Name: Thomas J Grieso
Title: DCA
Date: 11/8/05

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within Reciprocal Grant Deeds and Assignments to the Alameda Corridor Transportation Authority, are hereby accepted by the undersigned officer on behalf of ACTA, pursuant to the authority conferred by the Governing Board of the Alameda Corridor Transportation Authority adopted on June 10, 2004 and ACTA consents to recordation thereof by its duly authorized officer.

ALAMEDA CORRIDOR TRANSPORTATION
Authority, a joint powers authority

By: _____

A handwritten signature in black ink is written over the signature line. The signature is stylized and appears to consist of several loops and a long horizontal stroke.

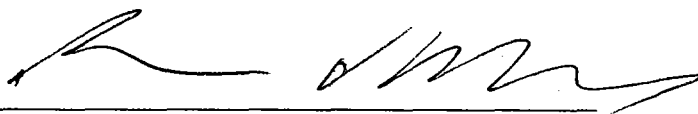
CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within Reciprocal Grant Deeds and Assignments to the City of Vernon, a municipal corporation, are hereby accepted by the undersigned officer on behalf of the City, pursuant to authority conferred by resolutions of said City Council adopted on September 15, 2004 as Resolution No. 8532, and the City of Vernon consents to recordation thereof by its duly authorized officer.

CITY OF VERNON, a municipal corporation

By: 
LEONIS C. MALBURG, Mayor

ATTEST:


BRUCE V. MALKENHORST, City Clerk

APPROVED AS TO FORM:


ERIC T. FRESCH, City Attorney

ACTA's Acknowledgment Page

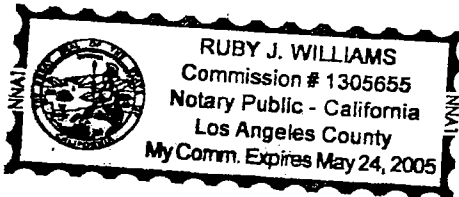
STATE OF CALIFORNIA)
COUNTY OF Los Angeles)^{SS}

On Oct 14, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John T. Doherty and Joseph Burton, 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.

(AFFIX NOTARIAL SEAL)

Ruby J. Williams
NOTARY PUBLIC



City of Vernon's Acknowledgment Page

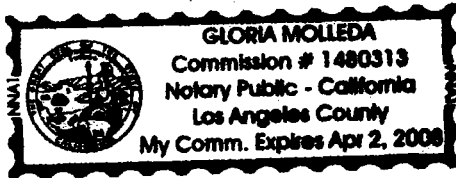
STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On September 23, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leonis C. Malburg, 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.

(AFFIX NOTARIAL SEAL)

Gloria Molleda
NOTARY PUBLIC



CITY OF VERNON

GRANT DEED ATTACHMENT No. 1

“ACTA PROPERTY”

(This Attachment 1 contains eleven pages including this cover page and consists of eleven parcels.)

SUBPARCEL 1B

THOSE PORTIONS OF SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 13 WEST, S.B.M., IN THE CITY OF VERNON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINES OF ALAMEDA STREET AND TWENTY-FIFTH STREET, AS SAID CENTER LINES AND SAID STREETS ARE SHOWN ON THE MAP OF TRACT NO. 24393, RECORDED IN BOOK 641, PAGES 1, 2, 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 89 DEGREES 11' 30" EAST, ALONG SAID CENTER LINE OF TWENTY-FIFTH STREET, 802.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 55 DEGREES 31' 00" WEST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE HAVING A BEARING AND LENGTH OF NORTH 55 DEGREES 31' EAST 1542.38 FEET IN THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN STRIP OF LAND OF IRREGULAR WIDTH, DESCRIBED IN THE DEED TO THE PACIFIC ELECTRIC RAILWAY COMPANY, RECORDED ON NOVEMBER 21, 1904 IN BOOK 2178, PAGE 72 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER, 525.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1885.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE NORTHWESTERLY LINE OF THAT CERTAIN PIECE OR PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE DEED TO AMES HARRIS NEVILLE CO., RECORDED ON JULY 22, 1949 IN BOOK 30599, PAGE 102 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE NORTHERLY LINE OF LOT "A" OF TRACT NO. 1561, AS PER MAP RECORDED IN BOOK 20, PAGE 80 OF SAID MAPS; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC COMPANY, RECORDED ON JUNE 2, 1920, IN BOOK 7137, PAGE 325 OF SAID DEEDS; THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY TO SAID CENTER LINE OF TWENTY-FIFTH STREET; THENCE NORTH 89 DEGREES 11' 30" EAST, ALONG SAID CENTER LINE, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF SAID TWENTY-FIFTH STREET;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE BOUNDARIES OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO GUTIER LAND COMPANY RECORDED ON FEBRUARY 3, 1938 IN BOOK 15617, PAGE 39 OF SAID OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION BOUNDED ON THE NORTH BY SAID SOUTHERLY LINE OF TWENTY-FIFTH STREET; BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE 15 FOOT WIDE STRIP OF LAND DESCRIBED IN THAT CERTAIN AGREEMENT RECORDED IN BOOK 3529, PAGE 16 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER; BOUNDED ON THE EAST BY THE WEST LINE OF THE EASTERLY PORTION OF BLOCK "B" OF THE HUNTINGTON INDUSTRIAL TRACT, AS PER MAP RECORDED IN BOOK 6 PAGE 10 OF SAID MAPS AND BOUNDED ON THE WEST BY A LINE PARALLEL WITH SAID LAST MENTIONED LINE AND DISTANT WESTERLY THEREFROM TO INCLUDE WITHIN SAID BOUNDARIES 7 ACRES.

PARCEL 2

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 3

THAT CERTAIN PARCEL OF LAND, BEING A PORTION OF NEW VERNON TRACT AS PER MAP FILED IN BOOK 21, PAGES 25 AND 26 OF MISCELLANEOUS RECORDS, IN THE COUNTY OF LOS ANGELES; AND ALSO A PORTION OF ALAMEDA STREET AS SHOWN ON THE MAP OF SAID NEW VERNON TRACT; TOGETHER WITH THOSE PORTIONS OF SUNSET AVENUE AND MAYFLOWER AVENUE, WHICH WERE VACATED BY REVERSION TO ACREAGE PLAT RECORDED IN BOOK 54, PAGE 44 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY INCLUDED WITHIN THAT CERTAIN LAND DESCRIBED IN PARCEL 1 IN THAT CERTAIN EASEMENT DEED TO THE CITY OF VERNON RECORDED JUNE 14, 1923, IN BOOK 2349 PAGE 219 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT IN THE SOUTHERLY LINE OF VERNON AVENUE, SAID POINT BEING DISTANT 37.97 FEET, MORE OR LESS, EASTERLY FROM THE SOUTHERN PACIFIC RAILROAD COMPANY'S WESTERLY RIGHT OF WAY LINE," (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S LANDS, TRACKS AND STRUCTURES STATION MAP VERNONDALE, LOS ANGELES COUNTY, CALIFORNIA, SHEET NO. V-40/S-3-C,) "MEASURED ALONG SAID SOUTHERLY LINE OF VERNON AVENUE; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF VERNON AVENUE 38.20 FEET TO A POINT; THENCE SOUTHERLY ALONG A STRAIGHT LINE PARALLEL TO AND DISTANT EASTERLY, AT RIGHT ANGLES, 76.00 FEET FROM SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 796 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF C.M. MOORE'S HOME PLACE SUBDIVISION; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SUBDIVISION AND ITS WESTERLY PROLONGATION 30.07 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL TO AND DISTANT EASTERLY, AT RIGHT ANGLES, 46.00 FEET FROM SAID WESTERLY RIGHT OF WAY LINE, 665.30 FEET TO A POINT; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1146.01 FEET AND TANGENT TO LAST DESCRIBED COURSE 114.50 TO END OF CURVE; THENCE NORTHERLY ALONG A LINE TANGENT TO LAST DESCRIBED CURVE A DISTANCE OF 17.1 FEET, MORE OR LESS, TO POINT OF BEGINNING."

PARCEL 4

A STRIP OF LAND 16 FEET WIDE, BEING A PORTION OF THE NORTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWO (2) SOUTH, RANGE THIRTEEN (13) WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED IN THAT CERTAIN DEED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED MARCH 11, 1909 IN BOOK 3662 PAGE 66 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SAN PEDRO BRANCH OF THE SOUTHERN PACIFIC RAILROAD COMPANY" (AS SHOWN ON SOUTHERN PACIFIC COMPANY LANDS TRACKS AND STRUCTURES STATION MAP VERNONDALE, LOS ANGELES COUNTY, CALIFORNIA, SHEET NO. V40/S-3-C,) "WHERE SAID LINE WOULD BE INTERSECTED BY A LINE PARALLEL AND DISTANT EIGHTEEN AND SEVENTY-FIVE HUNDREDTHS (18.75) CHAINS SOUTH FROM THE NORTH LINE OF SAID SECTION 15, SAID POINT ALSO BEING ON THE SOUTH LINE OF LAND OWNED BY E. K. WOOD LUMBER COMPANY; THENCE EAST ALONG THE SOUTH LINE OF LAND OWNED BY THE E. K. WOOD LUMBER COMPANY TO A POINT THEREON, DISTANT SIXTEEN (16) FEET AT RIGHT ANGLES FROM THE SAID EASTERLY RIGHT OF WAY LINE OF SAID SAN PEDRO BRANCH THENCE NORTHERLY AND PARALLEL TO THE SAID EASTERLY RIGHT OF WAY LINE OF SAN PEDRO BRANCH A DISTANCE OF FOUR HUNDRED FIFTEEN AND ONE TENTH (415.1) FEET, MORE OR LESS, TO THE NORTH LINE OF LAND OWNED BY THE E.K. WOOD LUMBER COMPANY; THENCE WESTERLY ALONG THE SAID NORTH LINE OF LAND OWNED BY THE E.K. WOOD LUMBER COMPANY TO THE INTERSECTION OF SAID LINE WITH THE EASTERLY RIGHT OF WAY LINE OF SAID SAN PEDRO BRANCH; THENCE SOUTHERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF SAID SAN PEDRO BRANCH, A DISTANCE OF FOUR HUNDRED FIFTEEN AND ONE TENTH (415.1) FEET MORE OR LESS, TO THE POINT OF BEGINNING."

PARCEL 5

A SIXTEEN (16) FOOT STRIP OF LAND, BEING A PORTION OF THE NORTH WEST QUARTER OF SECTION 15 TOWNSHIP 2 SOUTH, RANGE 13 WEST SAN BERNARDINO BASE & MERIDIAN, AS GRANTED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, IN THAT CERTAIN DEED RECORDED SEPTEMBER 17, 1907 IN BOOK 3145, PAGE 222 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF SAN PEDRO BRANCH OF THE S.P.R.R." (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S LANDS, TRACKS AND STRUCTURES STATION MAP VERNONDALE, LOS ANGELES COUNTY, CALIFORNIA, SHEET NO. V40/S-3-C,) "THAT WOULD BE INTERSECTED BY A LINE PARALLEL WITH AND DISTANT EIGHTEEN AND SEVENTY-FIVE HUNDRETHS (18.75) CHAINS SOUTH FROM THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST ALONG SAID LINE TO A POINT THEREON DISTANT, MEASURED AT RIGHT ANGLES, SIXTEEN (16) FEET FROM THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY PARALLEL WITH AND SIXTEEN (16) FEET DISTANT EASTERLY FROM THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY PARALLEL WITH AND SIXTEEN (16) FEET DISTANT EASTERLY FROM THE EASTERLY LINE OF SAID RIGHT OF WAY ALONG TO A POINT THAT WOULD BE INTERSECTED BY A LINE PARALLEL WITH AND DISTANT THIRTY (30) CHAINS SOUTH FROM THE NORTH LINE OF SAID SECTION; THENCE WEST ALONG SAID LINE TO THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING, SAID STRIP OF LAND IS ALSO FURTHER DESCRIBED AS BOUNDED ON THE NORTH BY THE SOUTH BOUNDARY LINE OF PROPERTY OF E. K. WOOD LUMBER CO., AND ON THE SOUTH BY THE NORTH BOUNDARY LINE OF THE PROPERTY OF L.W. BLINN LUMBER CO."

PARCEL 6

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 16, BOTH OF TOWNSHIP 2 SOUTH, RANGE 13 WEST, SAN BERNARDINO BASE & MERIDIAN, IN THE CITY OF VERNON, DESCRIBED FIRST IN THAT CERTAIN DEED TO SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED SEPTEMBER 24, 1923 IN BOOK 2805 PAGE 114 OF OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"COMMENCING AT A POINT ON THE SOUTHERLY LINE OF VERNON AVENUE, SAID POINT BEING DISTANT 30.07 FEET EASTERLY FROM THE SOUTHERN PACIFIC RAILROAD COMPANY'S WESTERLY RIGHT OF WAY LINE," (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S LANDS, TRACKS AND STRUCTURES STATION MAP VERNONDALE, LOS ANGELES COUNTY, CALIFORNIA, SHEET NO. V/40/S-3-C,) "MEASURED ALONG SAID SOUTHERLY LINE OF VERNON AVENUE, THENCE SOUTHERLY ON A LINE PARALLEL TO AND DISTANT AT RIGHT ANGLES 30 FEET EASTERLY FROM SAID WESTERLY RIGHT OF WAY

LINE, A DISTANCE OF 796 FEET MORE OR LESS TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF C.M. MOORE'S HOME PLACE SUBDIVISION; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SUBDIVISION A DISTANCE OF 16.04 FEET TO A POINT DISTANT AT RIGHT ANGLES 46 FEET EASTERLY FROM SAID SOUTHERN PACIFIC RAILROAD COMPANY'S WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY PARALLEL TO SAID RIGHT OF WAY LINE A DISTANCE OF 665.3 FEET TO A POINT; THENCE CONTINUING NORTHERLY ON A CURVED LINE CONCAVE TO THE WEST TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 1146.01 FEET A DISTANCE OF 114.5 FEET; THENCE CONTINUING NORTHERLY ON A STRAIGHT LINE TANGENT TO LAST DESCRIBED LINE A DISTANCE OF 17.1 FEET MORE OR LESS TO A POINT ON SAID SOUTHERLY LINE OF VERNON AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF VERNON AVENUE 7.9 FEET MORE OR LESS TO THE POINT OF BEGINNING."

PARCEL 8

A STRIP OF LAND, 16 FEET WIDE, BEING A PORTION OF THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWO (2) SOUTH, RANGE THIRTEEN (13) WEST, SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THAT CERTAIN DEED TO THE SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED SEPTEMBER 20, 1907 IN BOOK 3149 PAGE 299 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SAN PEDRO BRANCH OF THE S.P.R.R." (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH, LOS ANGELES TO FIRESTONE PARK, SHEET NO. V40/4,) "THAT WOULD BE INTERSECTED BY A LINE PARALLEL WITH AND DISTANT FIVE (5) CHAINS NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST ALONG SAID INTERSECTING LINE TO A POINT THEREON DISTANT MEASURED AT RIGHT ANGLES, SIXTEEN (16) FEET FROM THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE NORTHERLY ON A LINE PARALLEL WITH AND DISTANT SIXTEEN (16) FEET EAST OF THE EASTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT WOULD BE INTERSECTED BY A LINE PARALLEL WITH AND TEN CHAINS NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG SAID LINE TO THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID STRIP OF LAND IS ALSO FURTHER DESCRIBED AS BOUNDED ON THE NORTH BY THE SOUTH BOUNDARY LINE OF THE PROPERTY OF JOHN MOORE AND ON THE SOUTH BY THE NORTH BOUNDARY LINE OF PROPERTY OF THE TITLE INSURANCE AND TRUST COMPANY."

PARCEL 9

A STRIP OF LAND, (16 FEET WIDE), BEING PORTION OF THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 15 TOWNSHIP 2 SOUTH, RANGE 13 WEST SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THAT CERTAIN DEED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED SEPTEMBER 19, 1907 IN BOOK 3227, PAGE 12 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SAN PEDRO BRANCH OF THE S.P.R.R." (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH, LOS ANGELES TO FIRESTONE PARK, SHEET NO. V40/4,) "THAT WOULD BE INTERSECTED BY A LINE PARALLEL WITH AND FIVE (5) CHAINS NORTH OF THE SOUTH LINE OF THE NORTH WEST QUARTER OF SAID SECTION FIFTEEN (15); THENCE EAST ALONG SAID INTERSECTING LINE TO A POINT THEREON DISTANT, MEASURED AT RIGHT ANGLES SIXTEEN FEET FROM THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY ON A LINE PARALLEL WITH AND SIXTEEN (16) FEET DISTANT FROM THE EASTERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT WOULD BE INTERSECTED BY A LINE PARALLEL WITH AND EIGHT CHAINS SOUTH OF THE NORTH LINE OF THE SOUTH WEST QUARTER OF SAID SECTION; FIFTEEN (15); THENCE WEST ALONG SAID INTERSECTING LINE TO THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING, SAID STRIP OF LAND IS ALSO FURTHER DESCRIBED AS BOUNDED ON THE NORTH BY THE SOUTHERLY BOUNDARY LINE OF PROPERTY OF L.W. BLINN LUMBER COMPANY AND ON THE SOUTH BY THE NORTH BOUNDARY LINE OF THE PROPERTY OF MARTHA FURLONG, ET AL."

PARCEL 10

A STRIP OF LAND, (16 FEET WIDE), BEING A PORTION OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWO (2) SOUTH, RANGE THIRTEEN (13) WEST, SAN BERNARDINO BASE MERIDIAN, DESCRIBED IN THAT CERTAIN DEED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED SEPTEMBER 17, 1907, IN BOOK 3145 PAGE 215 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SAN PEDRO BRANCH OF THE S. P. R. R." (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH-LOS ANGELES TO FIRESTONE PARK SHEET NO. V40/4,) "THAT WOULD BE INTERSECTED BY A LINE PARALLEL WITH AND EIGHT (8) CHAINS SOUTH OF THE NORTH LINE OF THE SOUTH WEST QUARTER OF

SAID SECTION FIFTEEN (15) THENCE EAST ALONG SAID INTERSECTING LINE TO A POINT THEREON DISTANT MEASURED AT RIGHT ANGLES, SIXTEEN (16) FEET FROM THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHERLY ON A LINE PARALLEL WITH AND SIXTEEN FEET DISTANT FROM THE EASTERLY LINE OF SAID RIGHT OF WAY TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE SOUTH WEST QUARTER OF SECTION FIFTEEN (15); THENCE WESTERLY ALONG SAID LINE TO THE EASTERLY LINE OF SAID RIGHT OF WAY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING. SAID STRIP OF LAND IS ALSO DESCRIBED AS BOUNDED ON THE NORTH BY THE SOUTH BOUNDARY LINE OF THE PROPERTY OF THE TITLE INSURANCE AND TRUST COMPANY AND ON THE SOUTH BY THE NORTH LINE OF THE PROPERTY OF THE PIONEER ROLL PAPER COMPANY."

PARCEL 11

A STRIP OF LAND, (16 FEET WIDE), BEING A PORTION OF THE "PIONEER ROLL PAPER CO." LOT, AS PER PLAT SHOWING COMPROMISE LINE BETWEEN PROPERTIES OF THE PIONEER ROLL PAPER CO. AND A. G. NEWTON, RECORDED IN BOOK 11 PAGE 136 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWO (2) SOUTH, RANGE THIRTEEN (13) WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED IN THAT CERTAIN DEED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED SEPTEMBER 17, 1907, IN BOOK 3145 PAGE 219 OF DEEDS, IN SAID OFFICE, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"ALL THAT PART OF A CERTAIN TRACT OF LAND KNOWN AS THE OLD SURGART 12.92 ACRE TRACT (SAID SURGART 12.92 ACRE TRACT BEING DESCRIBED IN A DEED FROM SURGART AND OTHERS TO BENJAMIN WALTON, RECORDED IN BOOK 123 OF DEEDS ON PAGE 195, RECORDS OF SAID LOS ANGELES COUNTY) AND WHICH IS FURTHER DESCRIBED AS A STRIP OF LAND SIXTEEN (16) FEET WIDE ADJOINING THE EASTERLY SIDE OR EDGE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILWAY (SAN PEDRO BRANCH)" (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH-LOS ANGELES TO FIRESTONE PARK, SHEET NO. V40/4,) "AND BEING THE WESTERLY SIXTEEN (16) FEET OF THE LOT MARKED "PIONEER ROLL PAPER CO. 4.83 ACS." ON A MAP OF SURVEY MADE BY E. T. WRIGHT SURVEYOR, IN JULY 1906 RECORDED AMONG THE COUNTY RECORDS OF SAID LOS ANGELES COUNTY IN BOOK 11 OF MAPS AT PAGE 136 THEREOF, SAID STRIP BEING BOUNDED NORTHERLY BY THE NORTH LINE OF SAID OLD SURGART 12.92 ACRE TRACT, WHICH IS ALSO THE LINE OF AN OLD WILLOW HEDGE WHICH FOR THE PAST THIRTY YEARS HAS BEEN ACCEPTED AS THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 13 WEST, S.B.M.; AND SO CLAIMED BY E.T. WRIGHT, SURVEYOR; WESTERLY FOR A DISTANCE OF 261.13 FEET BY THE EASTERLY EDGE OF THE SAID RIGHT OF WAY OF SAID RAILROAD AS SHOWN ON SAID

MAP OF SURVEY, SOUTHERLY BY THE LINE OF DIVISION BETWEEN LANDS OF SAID PIONEER ROLL PAPER COMPANY AND OF ARTHUR G. NEWTON SHOWN ON SAID MAP, AND EASTERLY BY THE REMAINING PORTION OF SAID 4.83 ACRE LOT."

PARCEL 12

A STRIP OF LAND, (16 FEET WIDE), BEING A PORTION OF THE "A. G. NEWTON" LOT, AS PER PLAT SHOWING COMPROMISE LINE BETWEEN PROPERTIES OF THE PIONEER ROLL PAPER CO. AND A. G. NEWTON, RECORDED IN BOOK 11 PAGE 136 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF THE SOUTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWO (2), SOUTH, RANGE THIRTEEN (13) WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED IN THAT CERTAIN DEED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED SEPTEMBER 17, 1907, IN BOOK 3229 PAGE 6 OF DEEDS, IN SAID OFFICE, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"ALL THAT PART OF A CERTAIN TRACT OF LAND KNOWN AS THE A. G. NEWTON 7.71 ACS. TRACT WHICH IS FURTHER DESCRIBED AS A STRIP OF LAND SIXTEEN (16) FEET WIDE ADJOINING THE EASTERLY SIDE OR EDGE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY (SAN PEDRO BRANCH)" (AS SHOWN ON SOUTHERN PACIFIC COMPANY'S RIGHT OF WAY AND TRACK MAP, SAN PEDRO BRANCH-LOS ANGELES TO FIRESTONE PARK, SHEET NO. V/40/4,) "AND BEING THE WESTERLY SIXTEEN (16) FEET OF THE LOT MARKED "A.G. NEWTON 7.71 ACS." ON A MAP OF SURVEY MADE BY E. T. WRIGHT SURVEYOR IN JULY 1906 RECORDED IN BOOK 11 OF MAPS AT PAGE 136 RECORDS OF LOS ANGELES COUNTY."

CITY OF VERNON

GRANT DEED ATTACHMENT No. 2

“CORRIDOR CROSSING LOCATIONS

AND CITY NON-CORRIDOR

CROSSING LOCATIONS –

DESCRIPTIONS AND DEPICTIONS”

(This Attachment 2 contains fifty-four pages including this cover page and consists of ten Exhibit A's, ten Exhibit B's, three Exhibit C's and three Exhibits D's.)

EXHIBIT "A"
SLAUSON AVENUE
(WITHIN VERNON)

CORRIDOR CROSSING

MCOG-726

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Slauson Avenue with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said point being on a curve concave easterly having a radius of 5939.72 feet, a radial line to said point bearing South 80°59'17" West; thence northerly along said curve in said westerly line 67.00 feet through a central angle of 00°38'47"; thence leaving said westerly line along a radial line to said curve North 81°38'04" East 62.50 feet to the easterly line of said Parcel 2, said point being on a curve concentric with and 62.50 feet easterly of said 5939.72 foot radius curve; thence southerly along said curve 146.03 feet through a central angle of 01°25'25"; thence leaving said easterly line along a radial line to said curve South 80°12'39" West 62.50 feet to the westerly line of said Parcel 2, said point on said first mentioned curve; thence northerly along said curve 80.58 feet through a central angle of 00°46'38" to the POINT OF BEGINNING.

Excepting therefrom that portion lying within the City of Huntington Park.

Also excepting therefrom that portion lying easterly of the following described line:

Beginning at the easterly terminus of the above-described course having a bearing and distance of "North 81°38'04" East 62.50 feet"; thence along said course South 81°38'04" West 12.28 feet to the TRUE POINT OF BEGINNING; thence South 07°54'54" East 3.13 feet to the southerly boundary of the City of Vernon.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

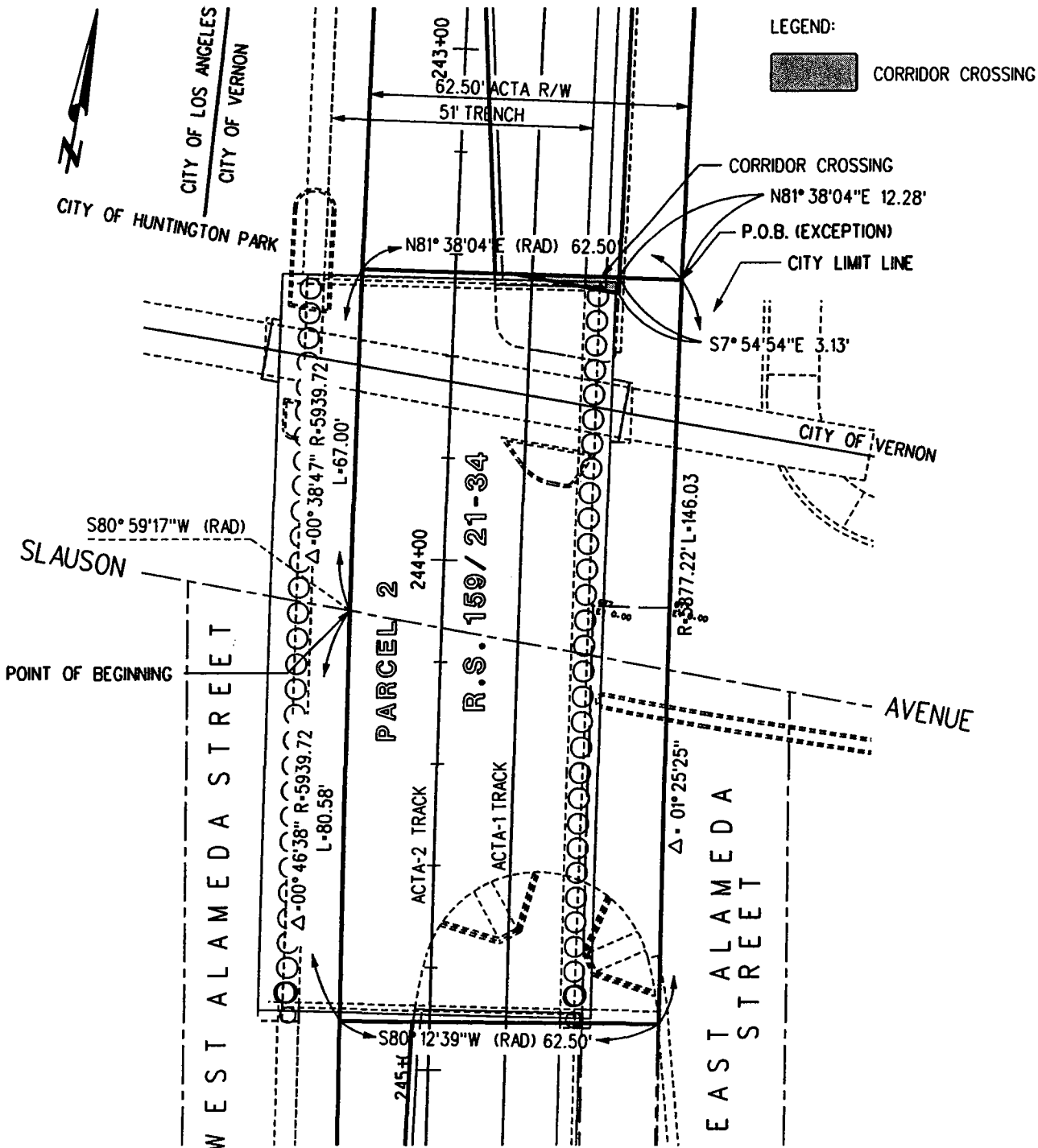
David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON		C	9/20/04	REVISE SHADING
NEARBY INTERSECTING STREETS: SLAUSON AVENUE		B	8/18/04	DIVIDE PARCEL MCOG-726
ACTA-2 STA: 243+40	ACTA PARCEL REF.: MCOG-726	A	5/17/04	REVISE PARCEL LABELS
ACTA CROSSING NO.:	PARCEL 2	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
SLAUSON AVENUE BRIDGE
MCOG-726

CONTRACT NO.:
SCALE: 1"=30'
DATE: 4/22/02
DRAWN BY: DK
CHECKED BY: DK
SHT 1 OF 1

19 SEP 2004 18:13:02 C:\willdan\plots\seg_3n\slauson-vernon-corridor_xing.dgn SUSERS

EXHIBIT "A"
55TH STREET

CORRIDOR CROSSING

MCOG-727

That portion of Parcels 2, 10 and 11, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northeasterly corner of said Parcel 11 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along the easterly line of said Parcel South 03°51'54" East 101.38 feet; thence leaving said easterly line South 86°08'06" West 46.00 feet to the westerly line of said Parcel 2; thence along said westerly line North 03°51'54" West 160.00 feet; thence North 86°08'06" East 46.00 feet to the easterly line of said Parcel 10; thence along said easterly line South 03°51'54" East 58.62 feet to the POINT OF BEGINNING.

Contains 7,360 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.


David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)

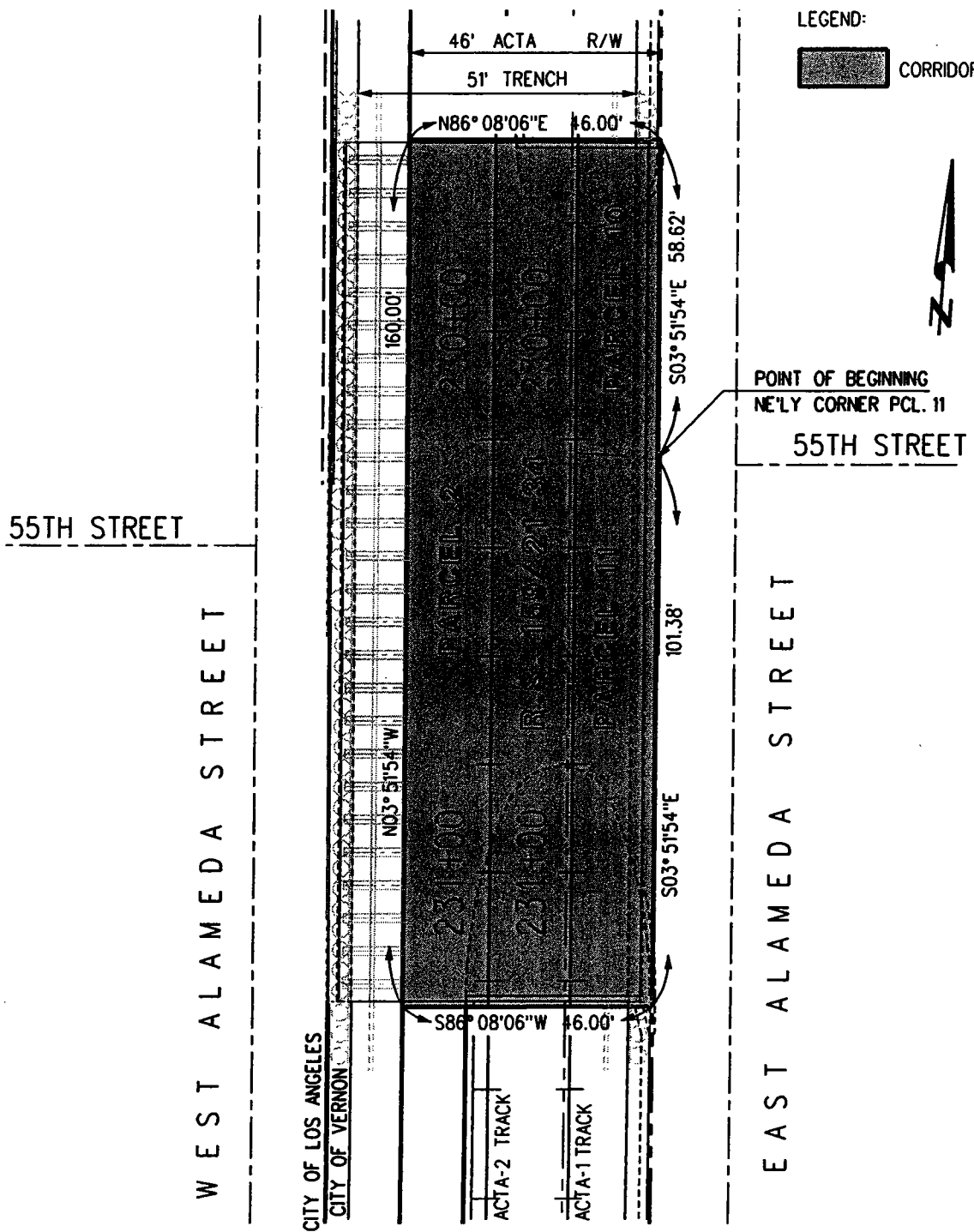


See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 55TH STREET				
ACTA-2 STA: 230+45	ACTA PARCEL REF.: MCOG-727	B	9/20/04	REVISED SHADING
ACTA CROSSING NO.:	PCL. 2, 10 & 11	A	5/17/04	REVISED LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

LEGEND:
 CORRIDOR CROSSING LOCATION



POINT OF BEGINNING
 NE'LY CORNER PCL. 11
 55TH STREET

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 55TH STREET BRIDGE
 MCOG-727

CONTRACT NO.:
SCALE: 1"=30'
DATE: 4/26/02
DRAWN BY: DK
CHECKED BY: DK
SHT 1 OF 1

19 SEP 2004 18:25:19 C:\Willdan\plots\seg 2\55th.dgn

EXHIBIT "A"
VERNON AVENUE

CORRIDOR CROSSING

MCOG-728

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northwesterly corner of Parcel 6 of said deed, as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along the easterly line of said Parcel South 03°51'54" East 64.43 feet; thence leaving said easterly line South 86°08'06" West 30.00 feet to the westerly line of said Parcel 2; thence along said westerly line North 03°51'54" West 170.00 feet; thence North 86°08'06" East 30.00 feet to the easterly line of said Parcel 2; thence along said easterly line South 03°51'54" East 105.57 feet to the POINT OF BEGINNING.

Contains 5,100 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000088 to obtain ground distances.

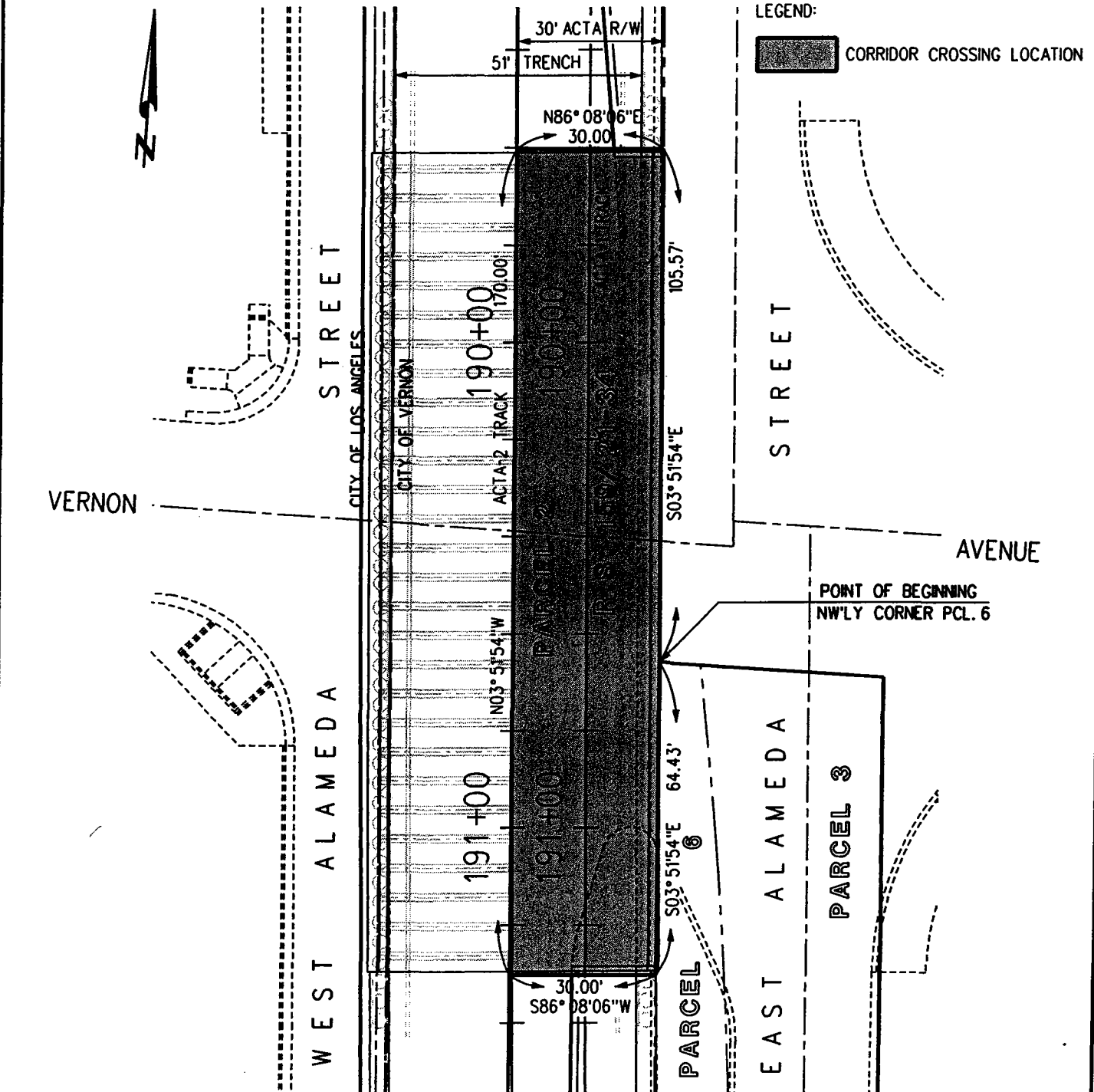
David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 190+45	ACTA PARCEL REF.: MCOG-728	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2 ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	A	5/17/04	REVISE LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 VERNON AVENUE BRIDGE
 MCOG-728

CONTRACT NO.:
SCALE: 1"=30'
DATE: 4/27/02
DRAWN BY: DK
CHECKED BY: DK
SHT 1 OF 1

EXHIBIT "A"
38TH STREET

CORRIDOR CROSSING

MCOG-729

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

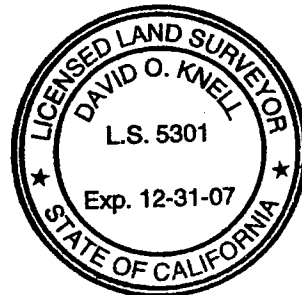
Beginning at the intersection of the centerline of 38th Street with the Transit Line as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence South 86°51'51" West 11.91 feet to a point on the easterly line of said Parcel 2, said point being on a curve concave easterly having a radius of 38175.84 feet, a radial line to said point bears South 86°51'51" West, said point being the TRUE POINT OF BEGINNING; thence southerly along said curve 166.69 feet through a central angle of 00°15'01"; thence along the westerly prolongation of a radial line to said curve South 86°36'50" West 30.00 feet to a point on the westerly line of said Parcel 2, said point being on a curve concave easterly having a radius of 38205.84 feet, said curve being concentric with and 30.00 feet westerly of said 38175.84 foot radius curve; thence northerly along said concentric curve 253.81 feet through a central angle of 00°22'51"; thence along a radial line to said curve North 86°59'41" East 30.00 feet to a point on the easterly line of said Parcel 2, said point being on said 38175.84 foot radius curve; thence southerly along said curve 86.92 feet through a central angle of 00°07'50" to the TRUE POINT OF BEGINNING.

Contains 7,611 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000088 to obtain ground distances.

David O. Knell 9-20-04

David O. Knell PLS 5301 (Exp. 12-31-07)



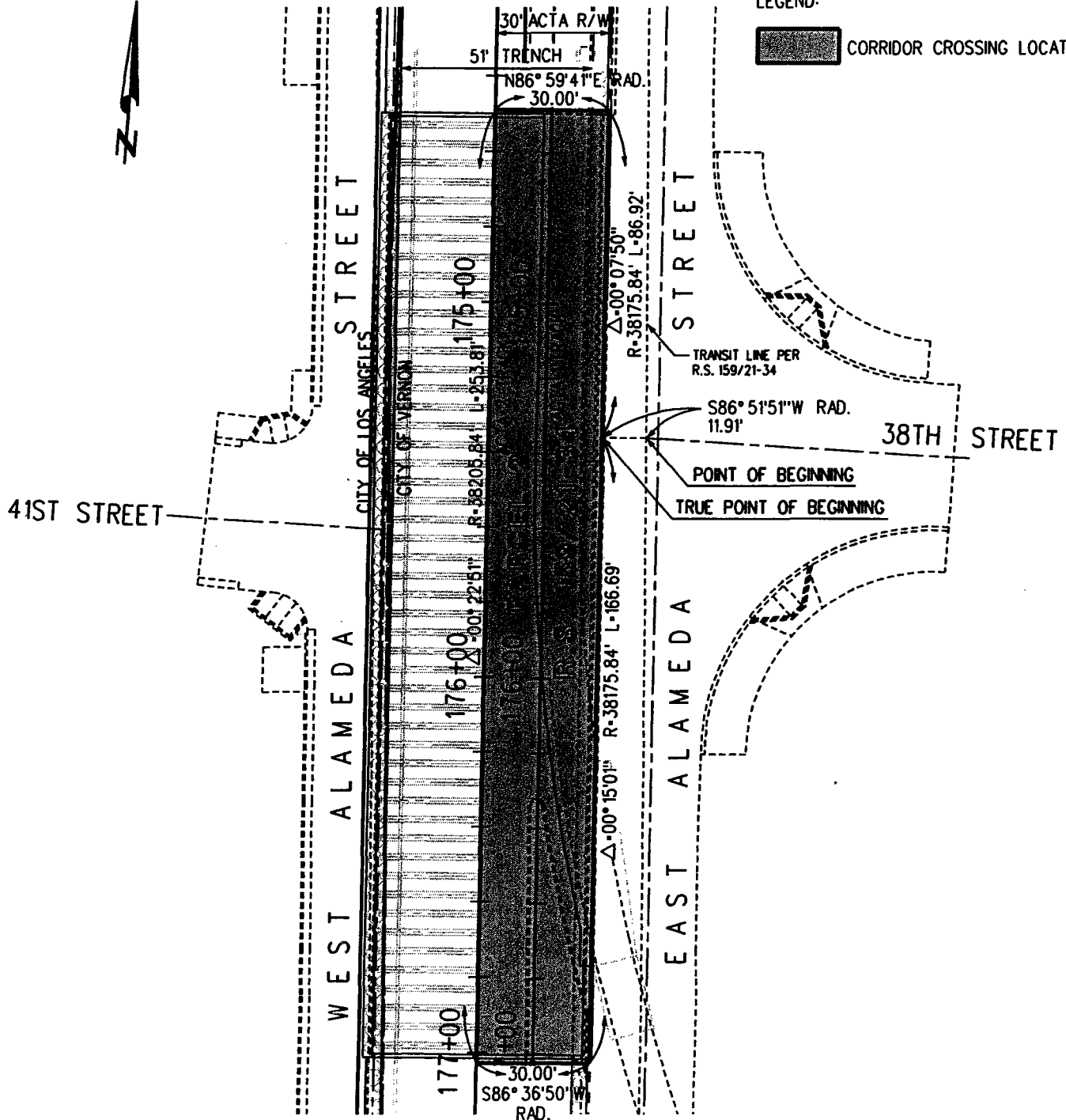
See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 38TH STREET				
ACTA-2 STA.: 175+76	ACTA PARCEL REF.: MCOG-729	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/17/04	REVISE LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

LEGEND:

CORRIDOR CROSSING LOCATION



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
38TH STREET BRIDGE
MCOG-729

CONTRACT NO.:

SCALE: 1"=30'

DATE: 4/27/02

DRAWN BY: DK

CHECKED BY: DK

SHT 1 OF 1

EXHIBIT "A"
CORRIDOR CROSSING

MCOG-749-1

That portion of Parcel 1B, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northwesterly corner of said Parcel 1B, as shown on the Record of Survey filed in Book 165, Pages 48-51 of Records of Survey, records of said County; thence along the westerly line of said Parcel South 00°36'23" East 479.58 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 00°36'23" East 128.34 feet to the southerly line of said Parcel; thence along said southerly line North 89°16'37" East 10.00 feet to the southeasterly line of said Parcel, said point being the beginning of a non-tangent curve concave easterly, having a radius of 377.00 feet, a radial line of said curve to said point bears North 78°57'22" West; thence northerly along said curve and said southeasterly line 58.56 feet through a central angle of 08°53'59" to the beginning of a non-tangent curve concave easterly having a radius of 49.00 feet, a radial line of said curve to said point bears South 60°12'17" West; thence northerly along said curve 24.96 feet through a central angle of 29°11'20"; to a point on a line being parallel with and distant 20.00 feet easterly of said westerly line; thence along said parallel line North 00°36'23" West 96.83 feet to the beginning of a nontangent curve concave southeasterly, having a radius of 1218.28 feet, a radial line to said point bears North 67°00'18" West; thence southwesterly along said curve 52.57 feet through a central angle of 02°28'20" to the **TRUE POINT OF BEGINNING**.

Contains 2,960 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 0.99999373 to obtain ground distances.

David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

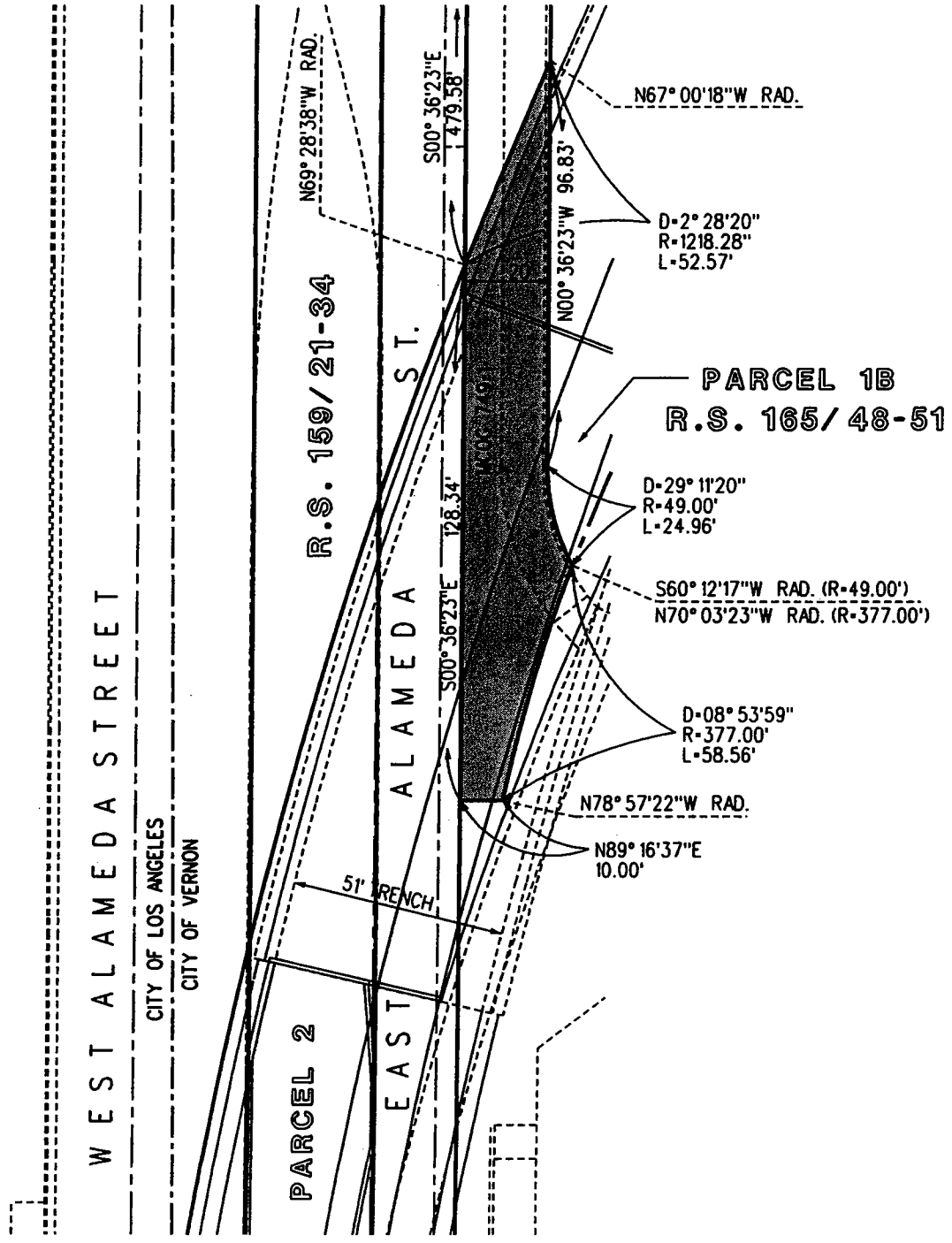
EASEMENT FOR: STREET PURPOSES		The coordinates, bearings & distances shown on this map are grid values & are calculated inverses based upon California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 25TH STREET				
ACTA-2 STA: N/A	ACTA PARCEL REF.: MCOG-749-1	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 1B	A	5/26/04	ORIGINAL ISSUE
RECORD OF SURVEY REFERENCE: R.S. 165/48-51	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

TO P.O.B.
 NW'LY COR. PCL. 1B
 INST. NO. 94-2282144, O.R.

LEGEND:

 CORRIDOR CROSSING



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-749-1

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/17/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 1

EXHIBIT "A"
CORRIDOR CROSSING

MCOG-752

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of 38th Street with the Transit Line as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence South 86°51'51" West 11.91 feet to a point on the easterly line of said Parcel 2, said point being on a curve concave easterly having a radius of 38175.84 feet, a radial line to said point bears South 86°51'51" West; thence southerly along said curve 166.69 feet through a central angle of 00°15'01"; thence along the westerly prolongation of a radial line to said curve South 86°36'50" West 30.00 feet to a point on the westerly line of said Parcel 2, said point being on a curve concave easterly having a radius of 38205.84 feet, said curve being concentric with and 30.00 feet westerly of said 38175.84 foot radius curve; thence northerly along said concentric curve 253.81 feet through a central angle of 00°22'51" to the TRUE POINT OF BEGINNING; thence continuing northerly along said concentric curve 345.45 feet through a central angle of 00°31'05"; thence leaving said westerly line nontangent South 04°03'50" East 329.92 feet; thence South 03°11'43" East 15.58 feet to a point on a radial line to said concentric curve which passes through the TRUE POINT OF BEGINNING; thence along said radial line South 86°59'41" West 7.71 feet to the TRUE POINT OF BEGINNING.

Contains 1,460 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000088 to obtain ground distances.

David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 38TH STREET				
ACTA-2 STA: 171+03 - 174+49	ACTA PARCEL REF.: MCOG-752	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

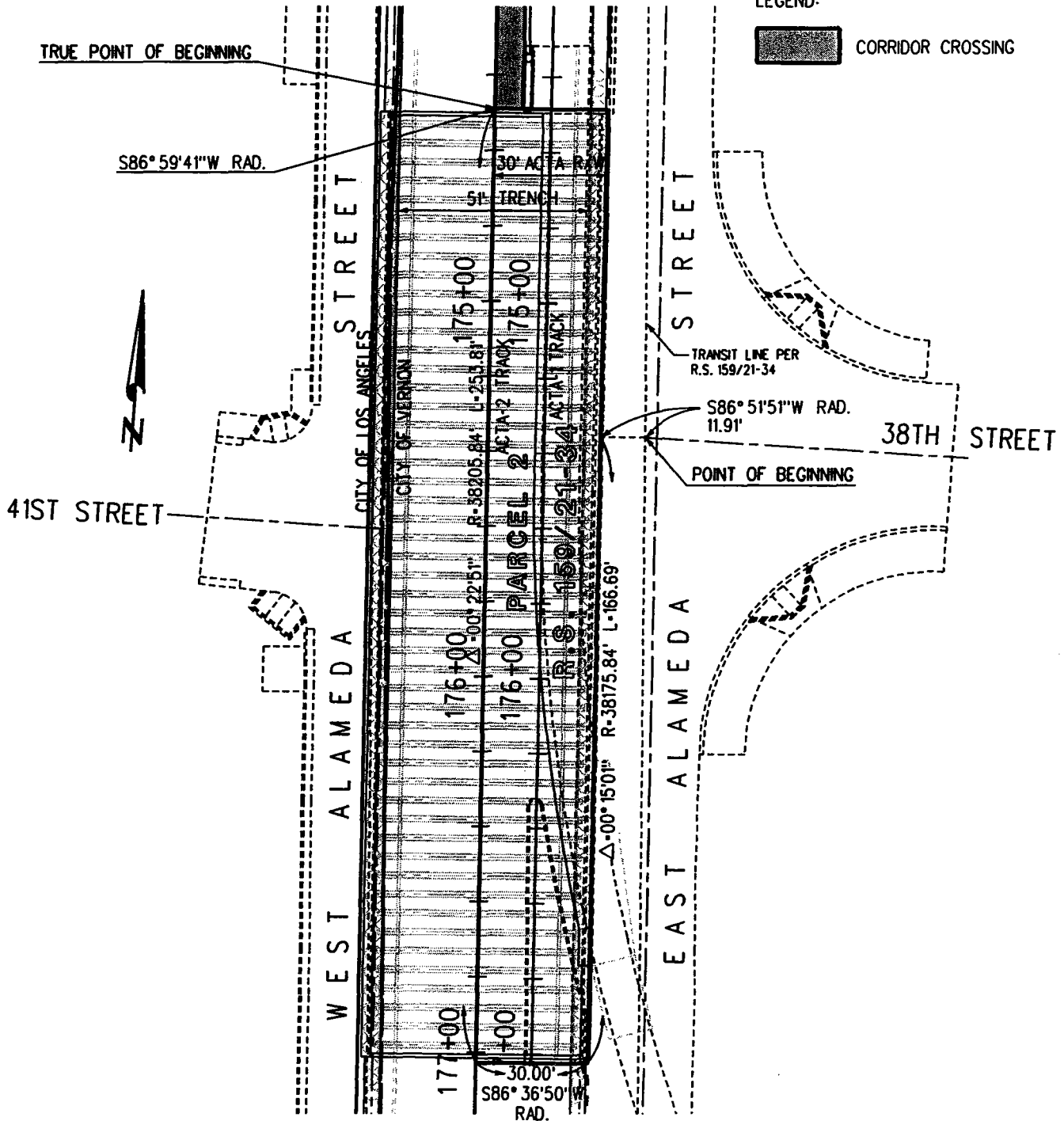
EXHIBIT "B"

SEE SHEET 2

LEGEND:



CORRIDOR CROSSING



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-752

CONTRACT NO.:

SCALE: 1"=30'

DATE: 10/20/02

DRAWN BY: DK

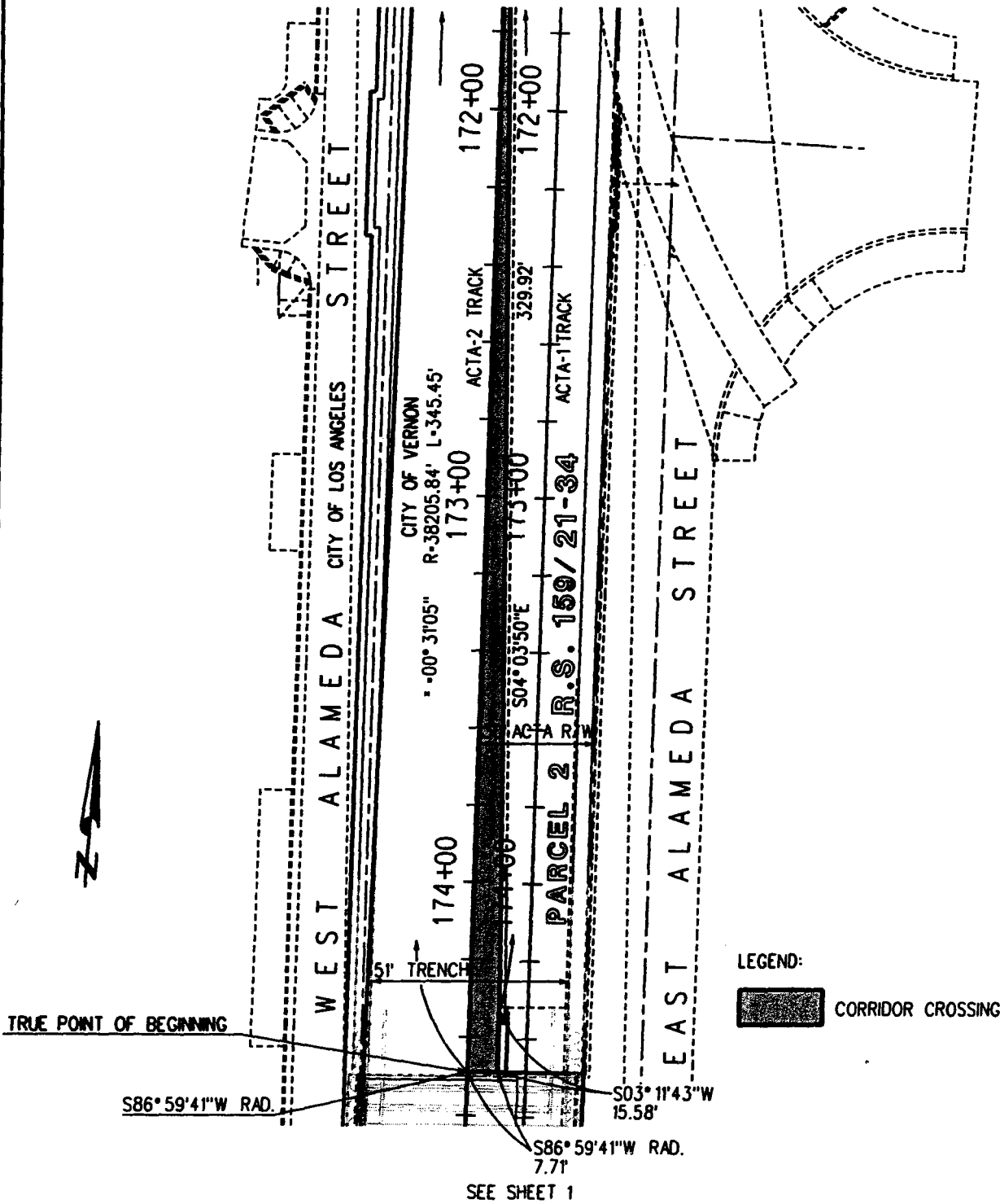
CHECKED BY: DK

SHEET 1 OF 3

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 38TH STREET				
ACTA-2 STA: 171+03 - 174+49	ACTA PARCEL REF.: MCOG-752	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-228244, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 3



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

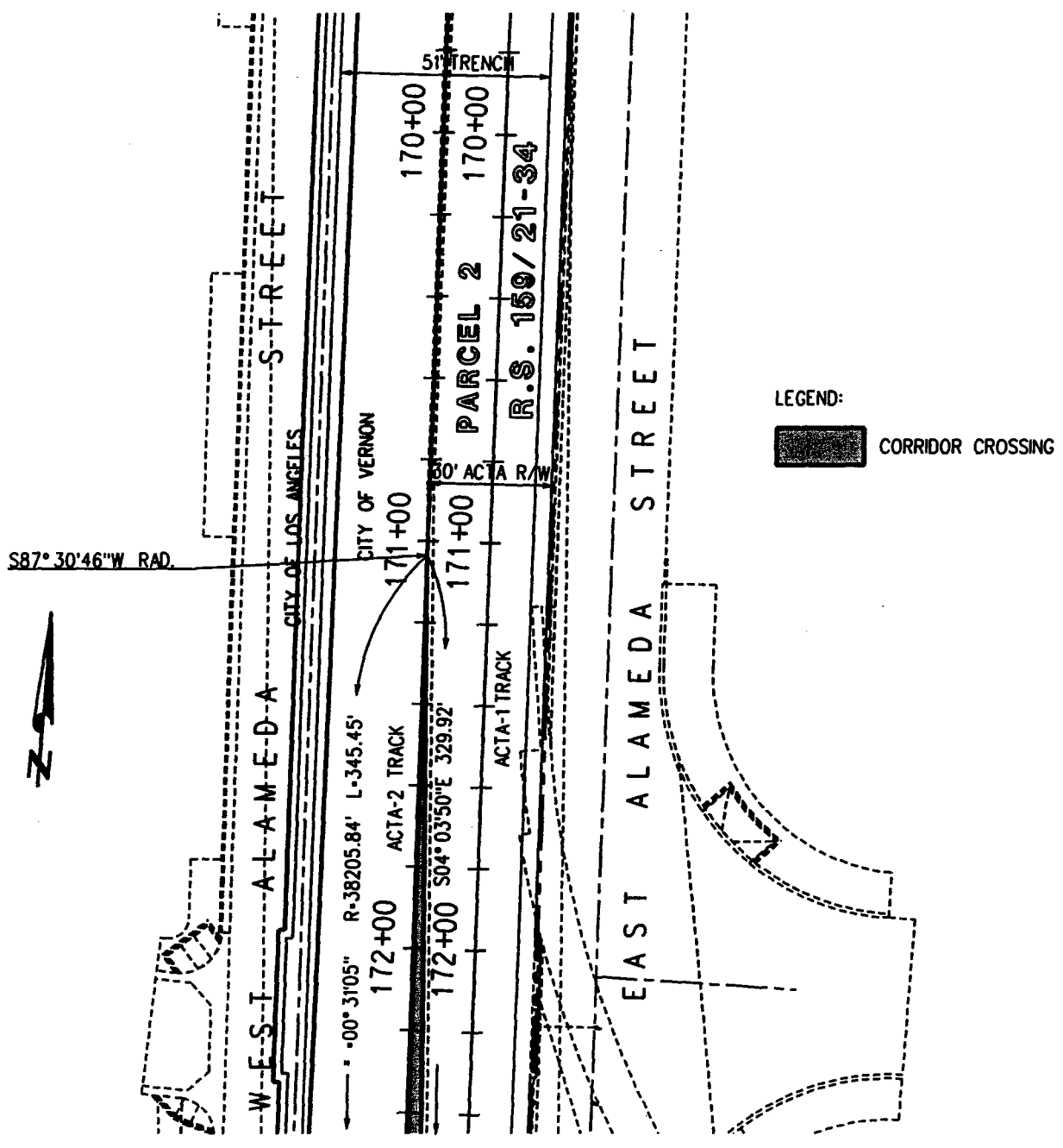
**ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-752**

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 3

19 SEP 2004 20:09:58 C:\willdan\plots\seg 2\mcoog-752-2.dgn
 USERS

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 38TH STREET				
ACTA-2 STA.: 171+03 - 174+49	ACTA PARCEL REF.: MCOG-752	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: NST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



SEE SHEET 2

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-752**

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 3 OF 3

EXHIBIT "A"
CORRIDOR CROSSING

For the purpose of this description the following control line is described as follows:

Control Line "A"

Beginning at the intersection of the centerline of 38th Street with the Transit Line as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence South 86°51'51" West 11.91 feet to a point on the easterly line of Parcel 2 as shown on said Record of Survey, said point being on a curve concave easterly having a radius of 38175.84 feet, a radial line to said point bears South 86°51'51" West; thence southerly along said curve 166.69 feet through a central angle of 00°15'01" to the TRUE POINT OF BEGINNING; thence along the westerly prolongation of a radial line to said curve South 86°36'50" West 30.00 feet to a point on the westerly line of said Parcel 2.

MCOG-753

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northwesterly corner of Parcel 6 of said deed, as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along the westerly line of said Parcel South 03°51'54" East 64.43 feet; thence leaving said westerly line South 86°08'06" West 30.00 feet to the westerly line of said Parcel 2; thence along said westerly line North 03°51'54" West 170.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said westerly line North 03°51'54" West 938.10 feet to the beginning of a curve concave easterly, having a radius of 38205.84 feet; thence northerly along said curve 319.40 feet through a central angle of 00°28'44" to the hereinabove described Control Line "A"; thence leaving said westerly line along Control Line "A" nontangent North 86°36'50" East 13.25 feet; thence leaving said Control Line "A" South 03°51'53" East 89.39 feet; thence southeasterly 392.84 feet to a point on a line being parallel with and distant 1.50 feet easterly of said westerly line; thence along said parallel line South 03°51'54" East 275.94 feet; thence leaving said parallel line southeasterly 315.18 feet to a point on a line being parallel with and distant 12.00 feet easterly of said westerly line; thence along said parallel line South 03°51'54" East 90.17 feet; thence leaving said parallel line South 08°37'49" East 94.60 feet to a point on a line being North 86°08'06" East 19.86 feet from the TRUE POINT OF BEGINNING; thence along said line South 86°08'06" West 19.86 feet to the TRUE POINT OF BEGINNING.

Contains 9,452 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000088 to obtain ground distances.

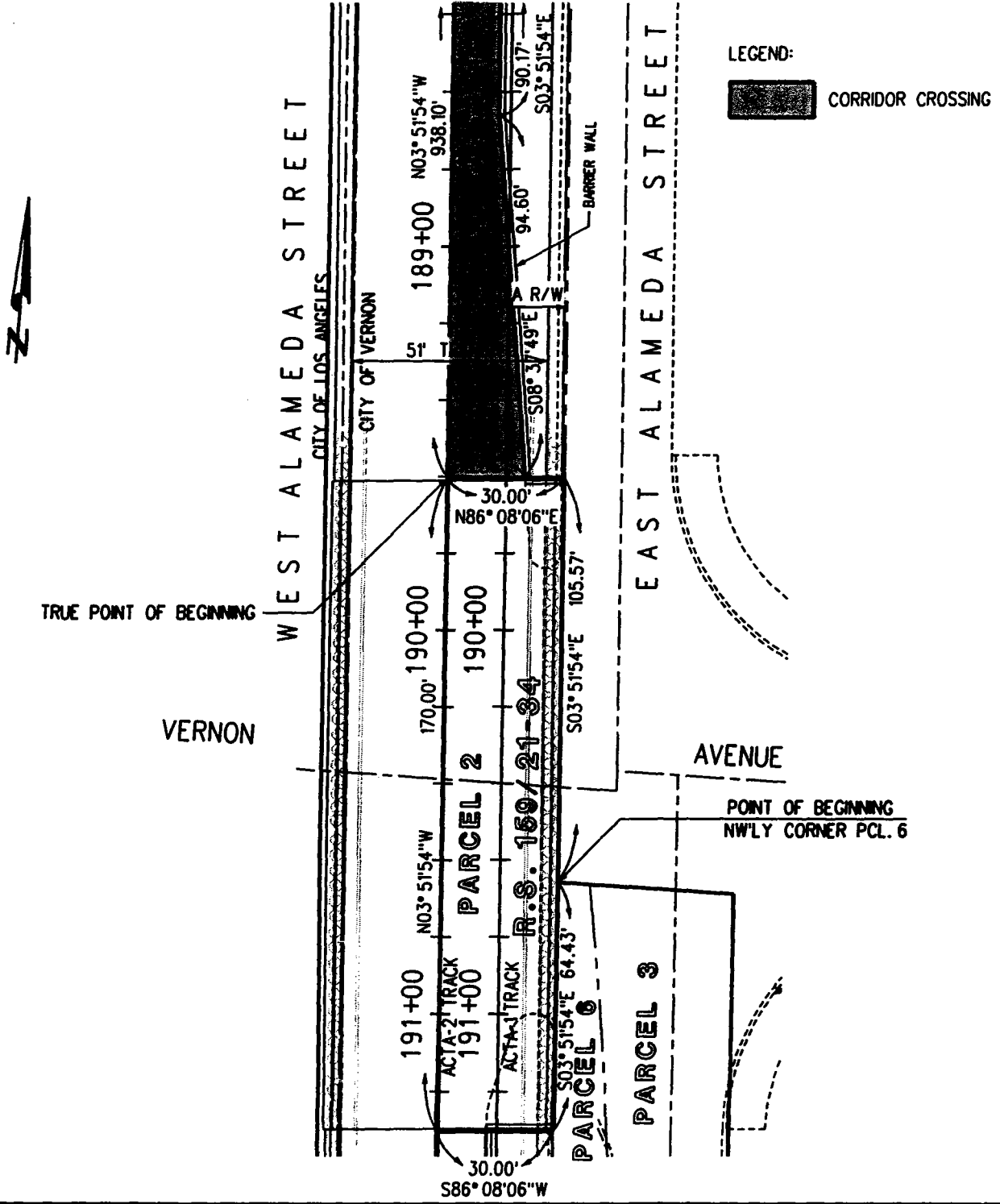
David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 177+03 - 189+60	ACTA PARCEL REF.: MCOG-753	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2 ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"
SEE SHEET 2 FOR CONTINUATION



LEGEND:
 CORRIDOR CROSSING

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

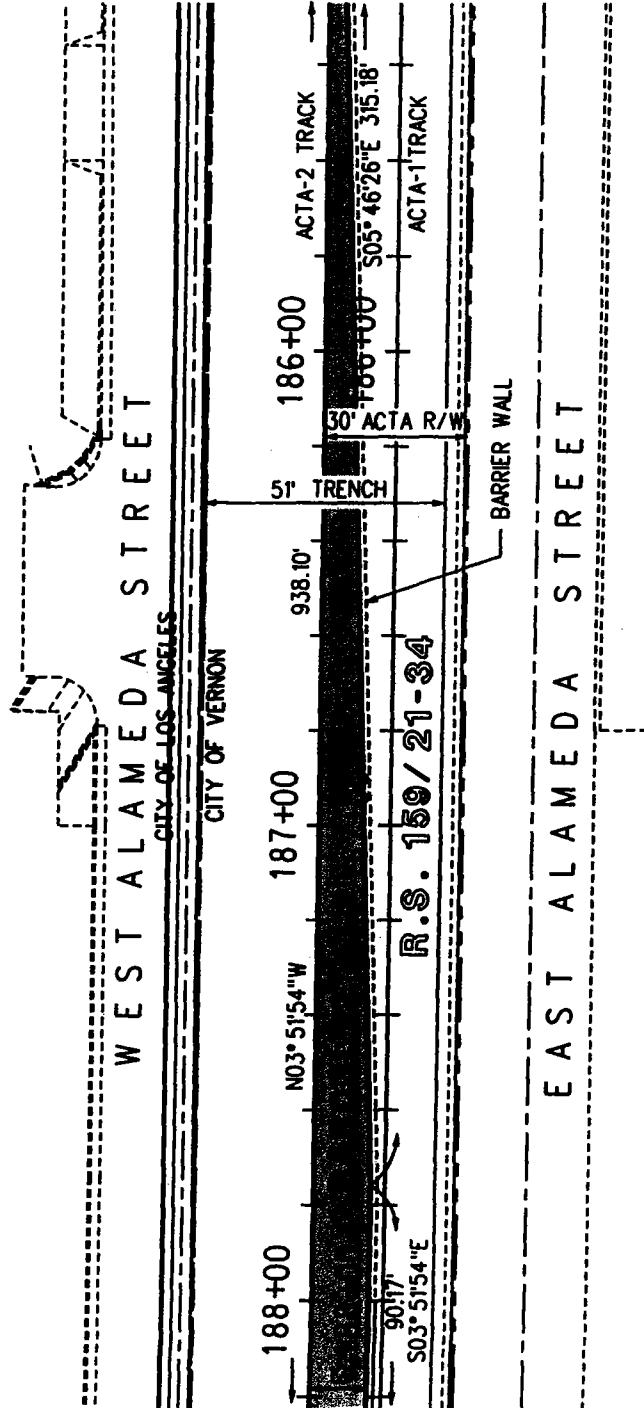
PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-753

CONTRACT NO.:
SCALE: 1"=40'
DATE: 10/15/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 5

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 177+03 - 189+60	ACTA PARCEL REF.: MCOG-753	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2 ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"
SEE SHEET 3 FOR CONTINUATION



LEGEND:



CORRIDOR CROSSING

SEE SHEET 1 FOR CONTINUATION



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-753**

CONTRACT NO.:

SCALE: 1"=40'

DATE: 10/15/02

DRAWN BY: DK

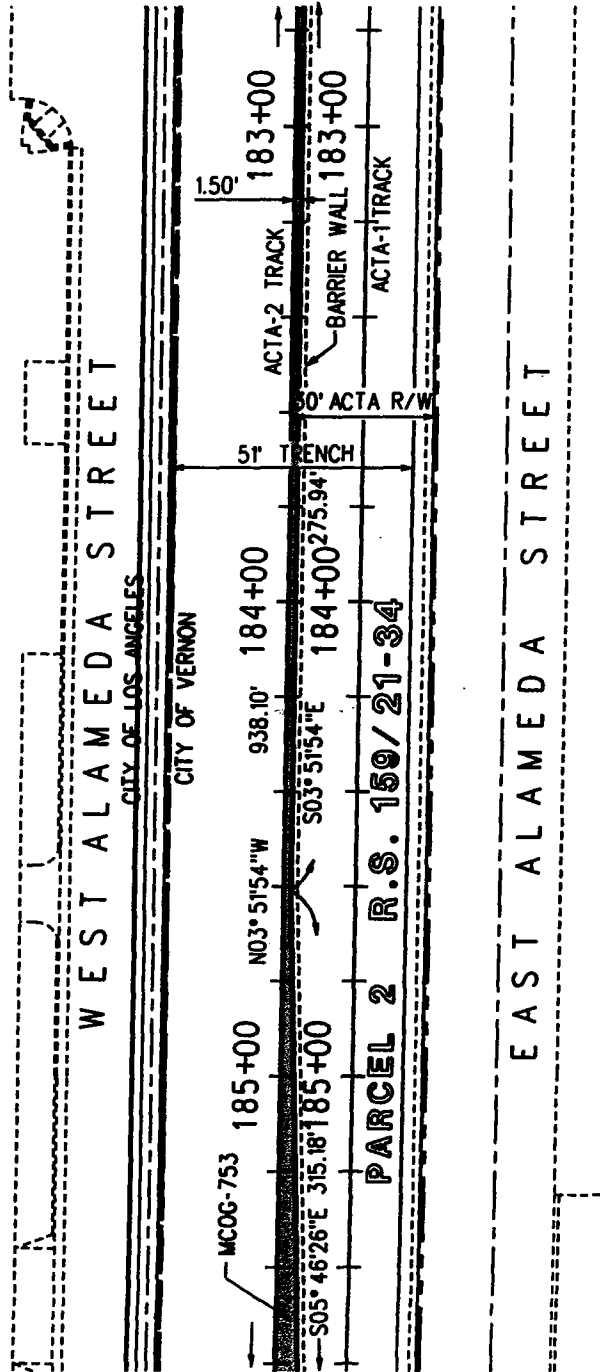
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SHEET 2 OF 5

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 177+03 - 189+60	ACTA PARCEL REF.: MCOG-753	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2 ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 4 FOR CONTINUATION



LEGEND:



CORRIDOR CROSSING

SEE SHEET 2 FOR CONTINUATION

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-753

CONTRACT NO.:
SCALE: 1"=40'
DATE: 10/15/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 3 OF 5

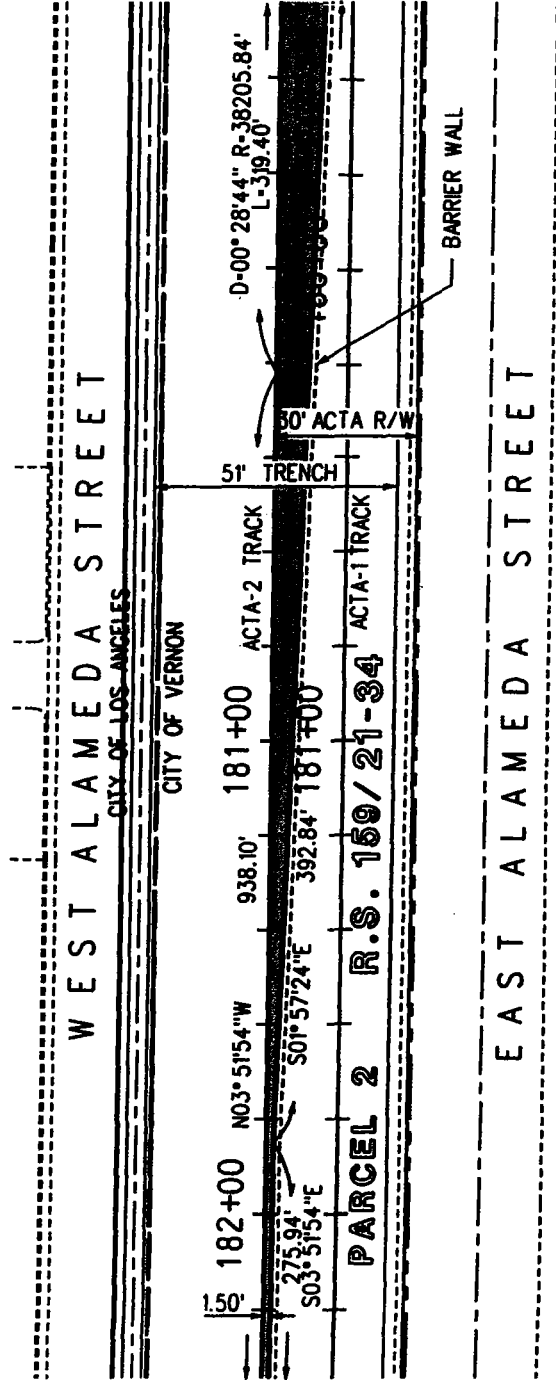
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RUSERS

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 177+03 - 189+60	ACTA PARCEL REF.: MCOG-753	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 5 FOR CONTINUATION



LEGEND:



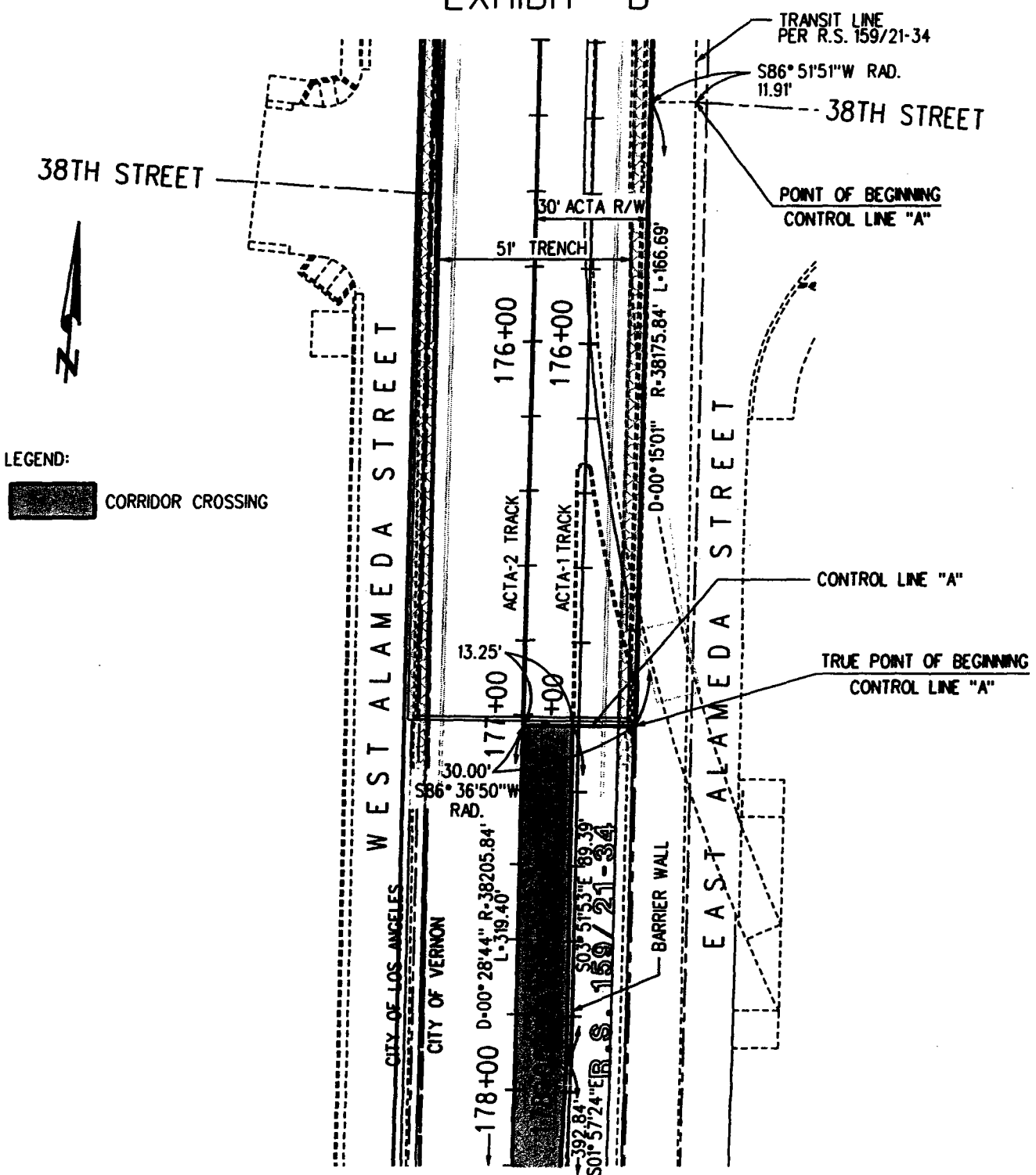
SEE SHEET 3 FOR CONTINUATION

	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT CORRIDOR CROSSING MCOG-753	CONTRACT NO.:
	PREPARED BY: WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200		
			SHEET 4 OF 5

19 SEP 2004 20:37:58 C:\Wlrdan\plots\seg 2\mcoog753-4.dgn

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 177+03 - 189+60	ACTA PARCEL REF.: MCOG-753	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2 ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



SEE SHEET 4 FOR CONTINUATION

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-753**

CONTRACT NO.:
SCALE: 1"=40'
DATE: 10/15/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 5 OF 5

19 SEP 2004 20:44:00 C:\willdan\plots\seg 2\mcoog753-5.dgn BUSERR

EXHIBIT "A"
CORRIDOR CROSSING

MCOG-754-1

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northwesterly corner of Parcel 6 of said deed, as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along the westerly line of said Parcel South 03°51'54" East 64.43 feet; thence leaving said westerly line South 86°08'06" West 30.00 feet to a point on the westerly line of said Parcel 2, said point being the TRUE POINT OF BEGINNING; thence along said westerly line South 03°51'54" East 752.29 feet; thence leaving said westerly line North 02°25'58" West 512.68 feet; thence North 03°51'54" West 239.77 feet to a point on the course described above having a bearing and length of "South 86°08'06" West 30.00 feet", said point lying distant thereon North 86°08'06" East 12.81 feet from the TRUE POINT OF BEGINNING; thence South 86°08'06" West 12.81 feet to the TRUE POINT OF BEGINNING.

Contains 6,356 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000088 to obtain ground distances.

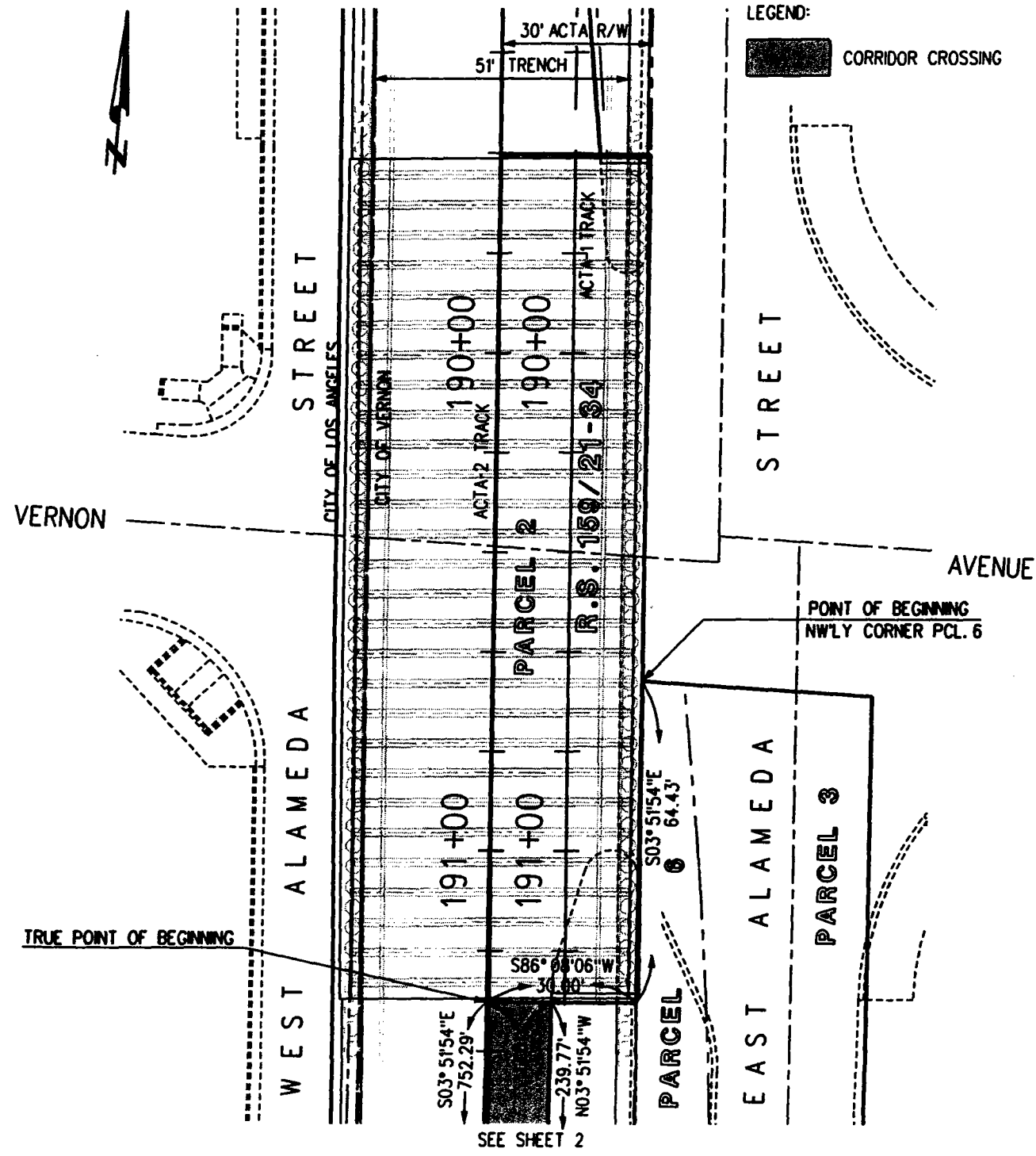
David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA: 191+30 - 198+82	ACTA PARCEL REF.: MCOG-754-1	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2 ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

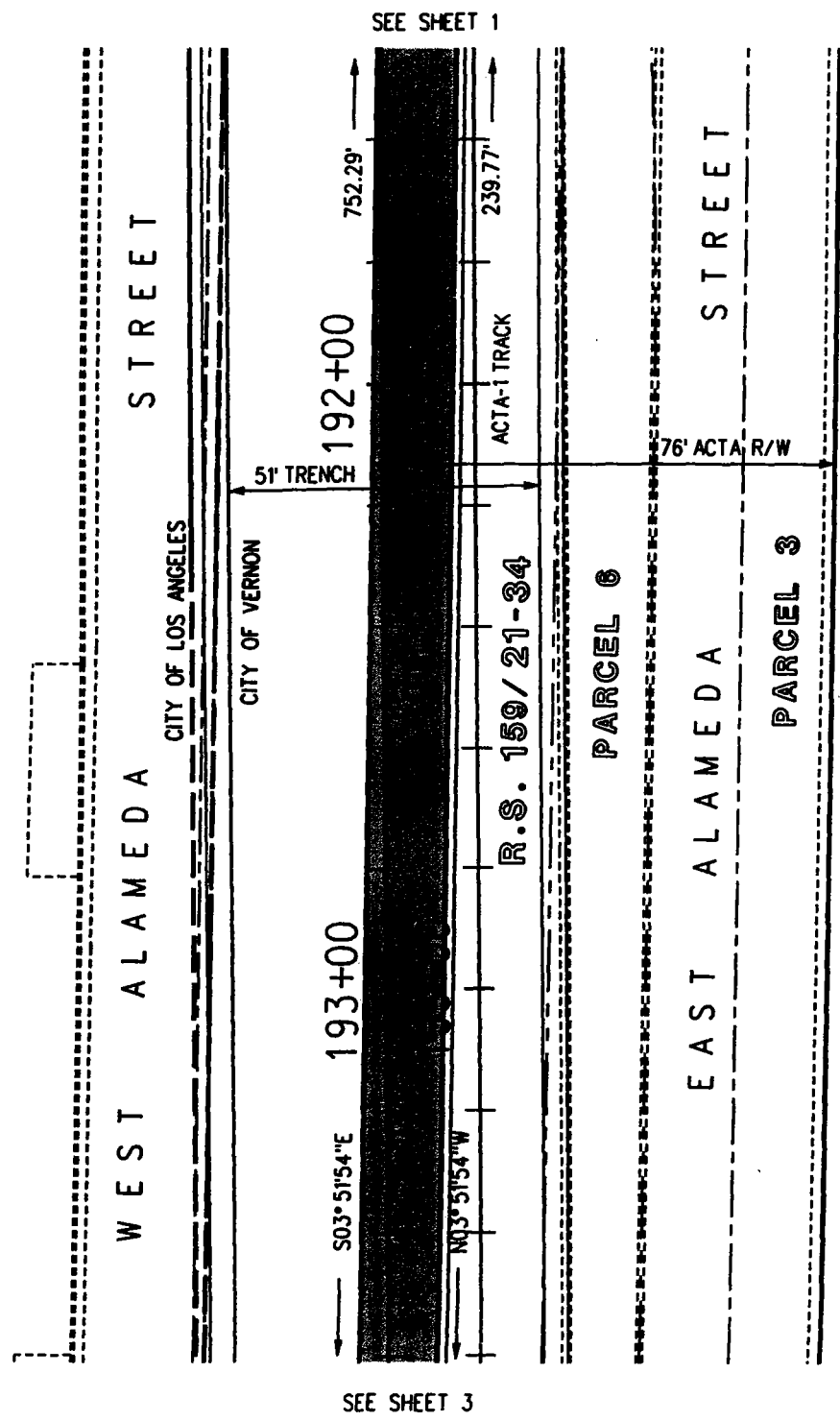
**ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-754-1**

CONTRACT NO.:
SCALE: P=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 5

19 SEP 2004 20:59:17 C:\Wilson\plots\seg 2\mcoog-754-1.dgn SUSERS

EASEMENT FOR: STREET PURPOSES		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.			
GRANTED TO: CITY OF VERNON					
NEARBY INTERSECTING STREETS: VERNON AVENUE					
ACTA-2 STA.: 191+30 - 198+82	ACTA PARCEL REF.: MCOG-754-1	B	9/20/04	REVISE SHADING	
ACTA CROSSING NO.:	ACTA DEED REF.: PARCEL 2 NST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND	
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION	

EXHIBIT "B"



LEGEND:

CORRIDOR CROSSING



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

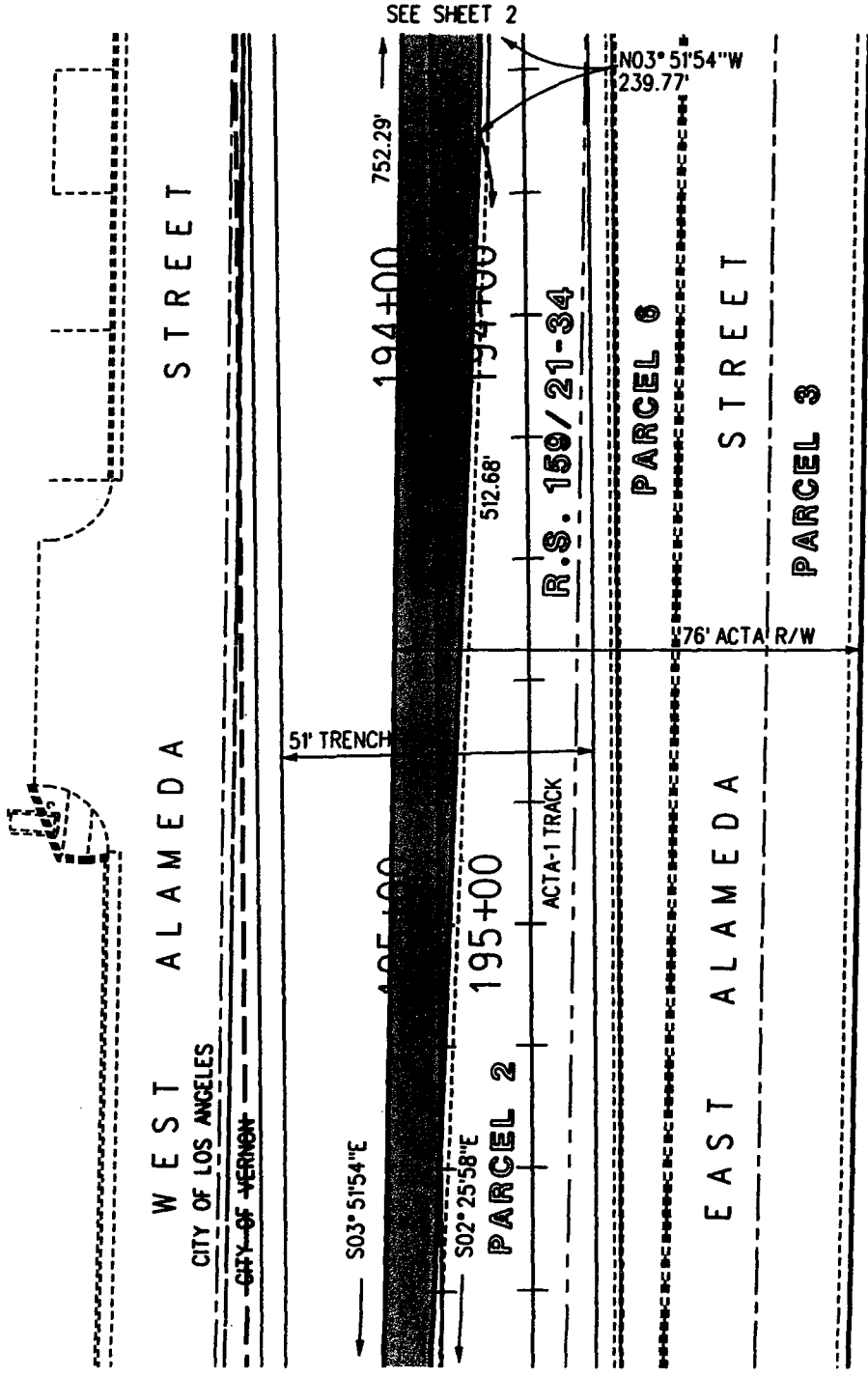
ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-754-1

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 5

19 SEP 2004 2:03:53 C:\willdan\plots\veg 2\mcoog-754-1-2.dgn
 BUSEERS

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA: 191+30 - 198+82	ACTA PARCEL REF.: MCOG-754-1	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-228244, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



LEGEND:



CORRIDOR CROSSING

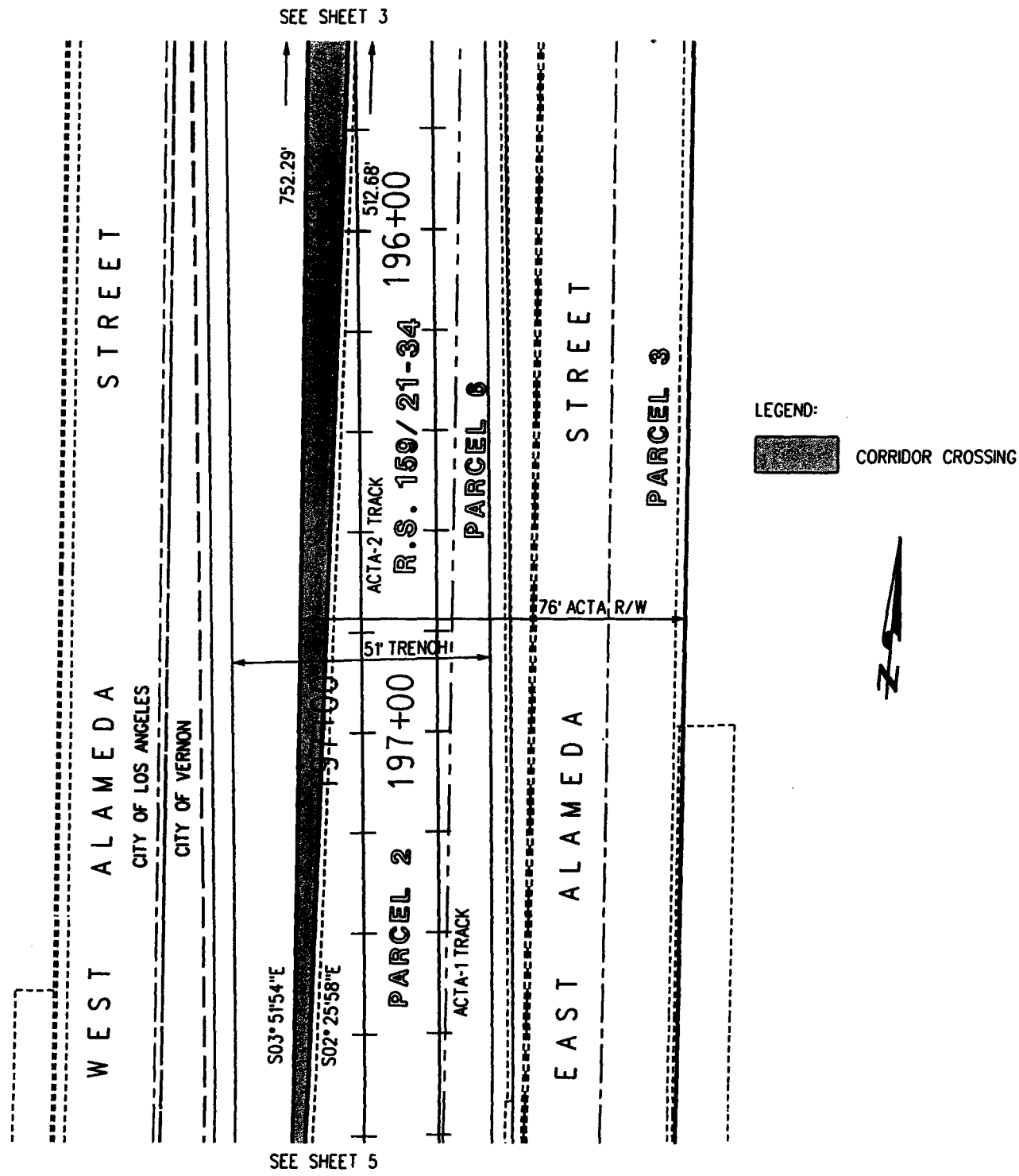


<p>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT</p>	<p>WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200</p>	<p>ALAMEDA CORRIDOR PARCEL PLAT CORRIDOR CROSSING MCOG-754-1</p>	<p>CONTRACT NO.:</p> <p>SCALE: 1"=30'</p> <p>DATE: 10/20/02</p> <p>DRAWN BY: DK</p> <p>CHECKED BY: DK</p> <p>SHEET 3 OF 5</p>
		<p>PREPARED BY:</p>	<p>19 SEP 2004 2:08:05</p> <p>C:\willdan\plots\seg 2\mcoog-754-1-3.dgn</p>

19 SEP 2004 2:08:05 C:\willdan\plots\seg 2\mcoog-754-1-3.dgn

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 191+30 - 198+82	ACTA PARCEL REF.: MCOG-754-1	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-754-1**

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 4 OF 5

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: VERNON AVENUE				
ACTA-2 STA.: 191+30 - 198+82	ACTA PARCEL REF.: MCOG-754-1	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

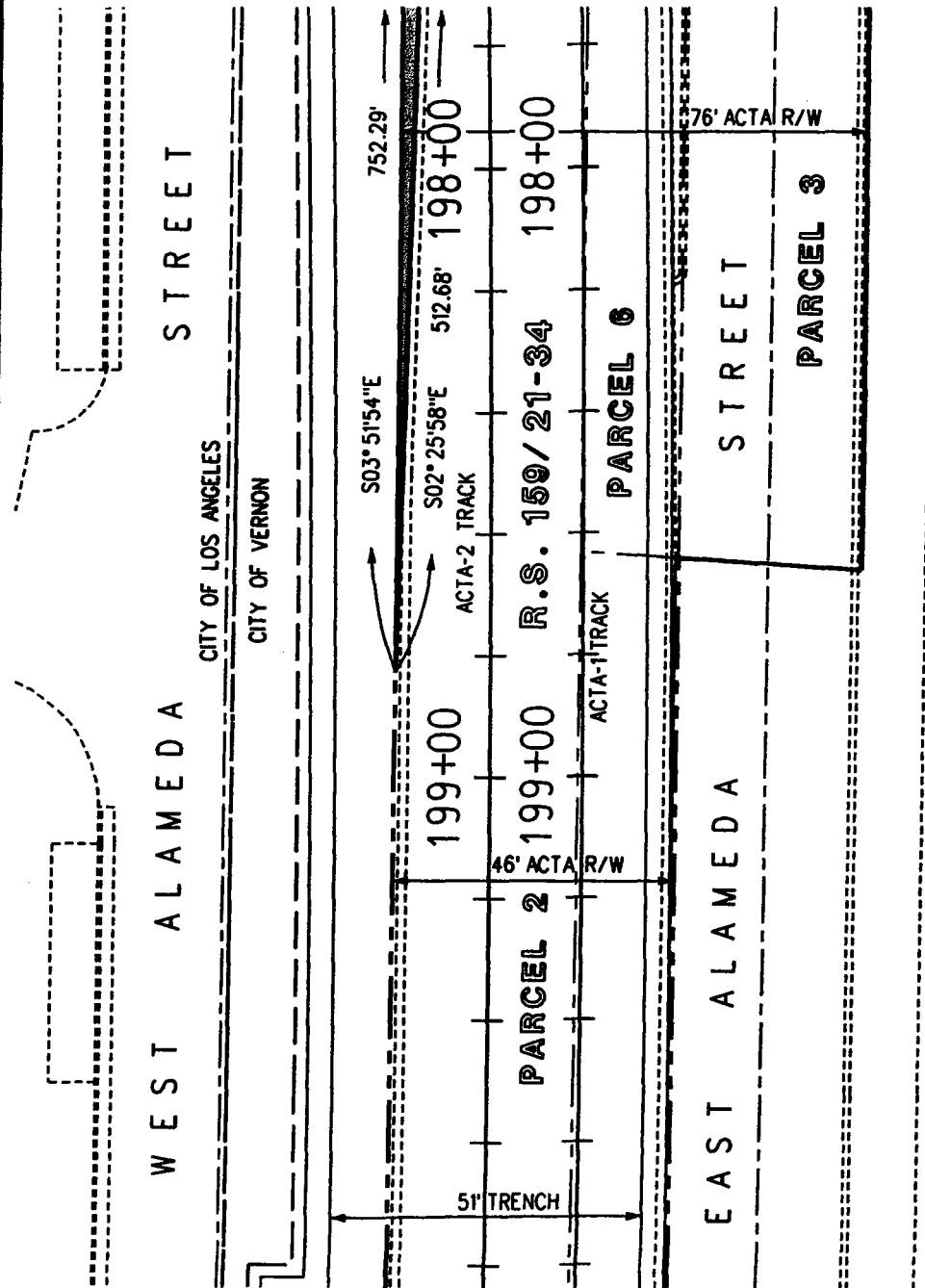
LEGEND:



CORRIDOR CROSSING



SEE SHEET 4



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-754-1**

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 5 OF 5

EXHIBIT "A"
CORRIDOR CROSSING

MCOG-754-2

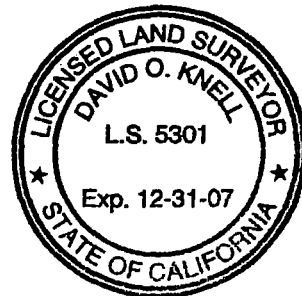
That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northeasterly corner of Parcel 11 as described in said deed, and as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along the easterly line of said Parcel South 03°51'54" East 101.38 feet; thence leaving said easterly line South 86°08'06" West 46.00 feet to the westerly line of said Parcel 2; thence along said westerly line North 03°51'54" West 160.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said westerly line North 03°51'54" West 647.07 feet; thence leaving said westerly line South 05°17'49" East 472.43 feet; thence South 03°51'54" East 80.28 feet; thence South 08°37'42" East 94.83 feet to a point on a line being North 86°08'06" East 19.68 feet from the True Point of Beginning; thence along said line South 86°08'06" West 19.68 feet to the TRUE POINT OF BEGINNING.

Contains 5,223 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)

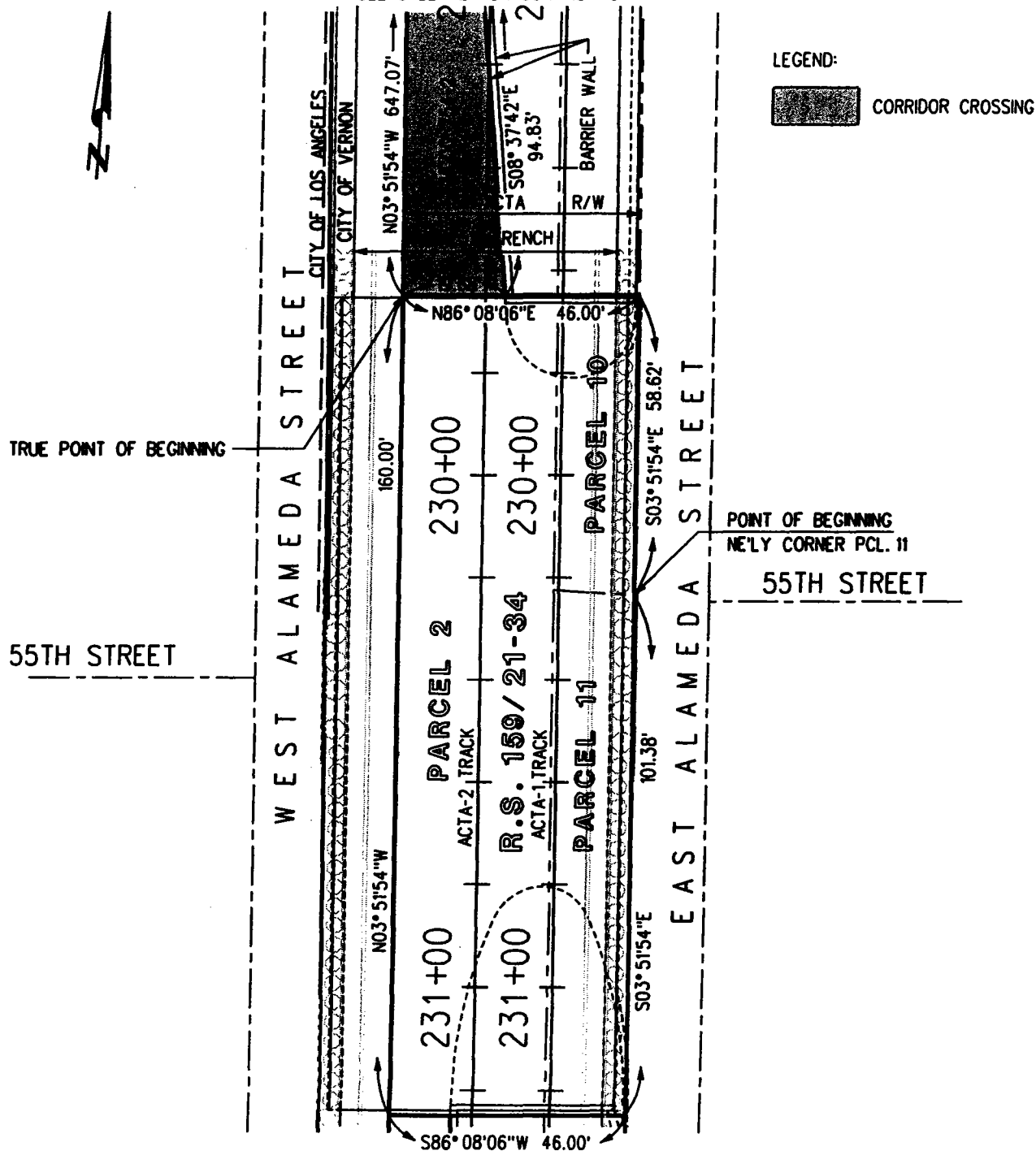


See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 55TH STREET				
ACTA-2 STA: 223+18 - 229+65	ACTA PARCEL REF.: MCOG-754-2	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 2 FOR CONTINUATION



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-754-2

CONTRACT NO.:

SCALE: 1"=30'

DATE: 10/14/02

DRAWN BY: DK

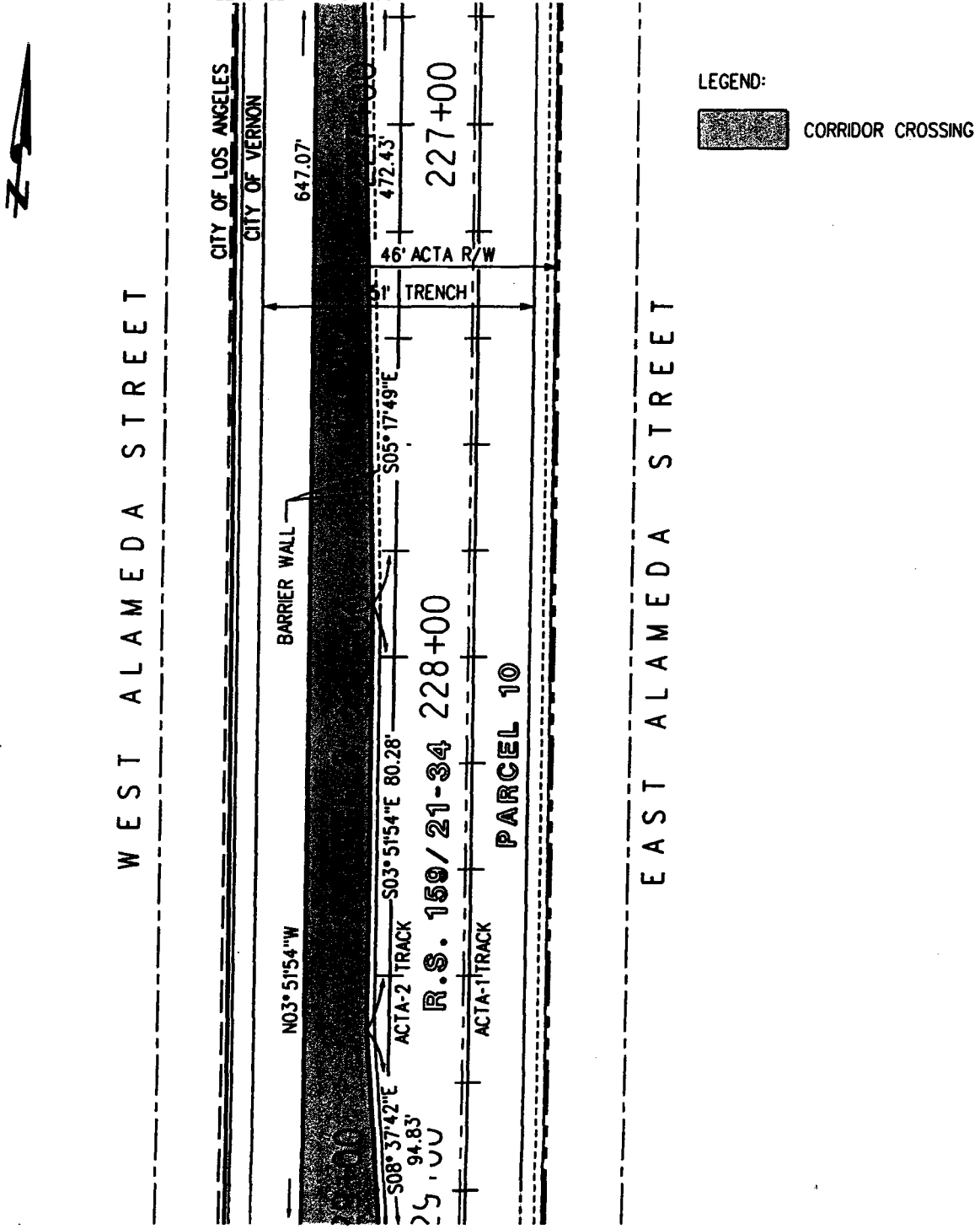
CHECKED BY: DK

SHEET 1 OF 3

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 55TH STREET				
ACTA-2 STA: 223+18 - 229+65	ACTA PARCEL REF.: MCOG-754-2	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 3 FOR CONTINUATION



SEE SHEET 1 FOR CONTINUATION

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

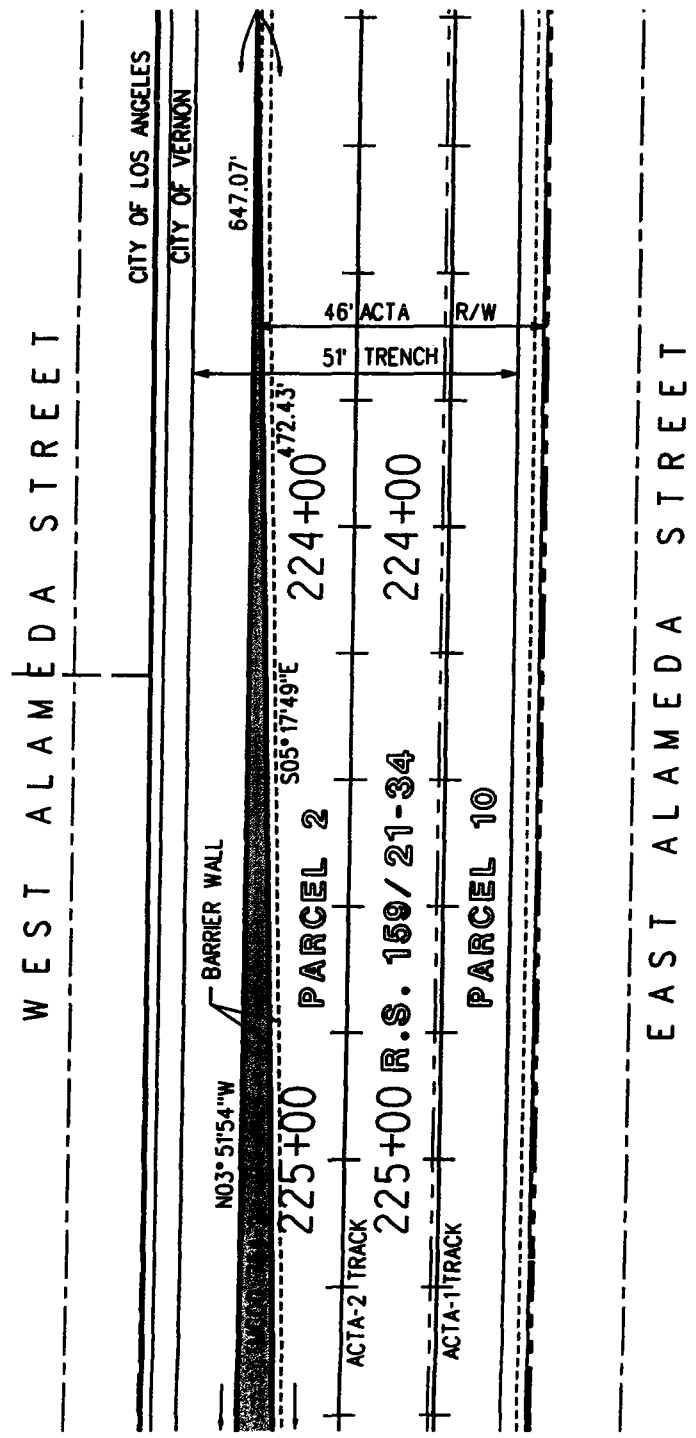
PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-754-2**

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/14/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 3

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 55TH STREET				
ACTA-2 STA.: 223+18 - 229+65	ACTA PARCEL REF.: MCOG-754-2	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2 ACTA DEED REF.: NST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



LEGEND:



SEE SHEET 2 FOR CONTINUATION

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-754-2

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/14/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 3 OF 3

EXHIBIT "A"
CORRIDOR CROSSING

For the purpose of this description the following control line is described as follows:

Control Line "A"

Beginning at the northeasterly corner of Parcel 11 as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County and as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County; thence along the easterly line of said Parcel South 03°54'54" East 101.38 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line South 86°08'06" West 46.00 feet to the westerly line of Parcel 2 as shown on said Record of Survey.

MCOG-755

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Slauson Avenue with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said point being on a curve concave easterly having a radius of 5939.72 feet, a radial line to said point bearing South 80°59'17" West; thence northerly along said curve in said westerly line 67.00 feet through a central angle of 00°38'47" to the TRUE POINT OF BEGINNING; thence continuing northerly along said curve in said westerly line 466.55 feet through a central angle of 04°30'02"; thence North 03°51'54" West 145.03 feet; thence South 89°43'06" West 2.49 feet; thence North 03°51'54" West 608.33 feet to hereinabove described Control Line "A"; thence leaving said westerly line along said Control Line "A" North 86°08'06" East 11.81 feet; thence leaving said Control Line "A" South 03°51'54" East 169.22 feet; thence South 02°25'58" East 303.43 feet to the beginning of a curve concave easterly having a radius of 3950.00 feet; thence southerly along said curve 377.95 feet through a central angle of 05°28'56"; thence South 07°54'54" East 275.36 feet; thence South 12°40'43" East 93.72 feet to a point in a line being North 81°38'04" East 25.94 feet from the True Point of Beginning; thence South 81°38'04" West 25.94 feet to the TRUE POINT OF BEGINNING.

Except therefrom that portion lying within the City of Huntington Park.

Contains 12,010 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)

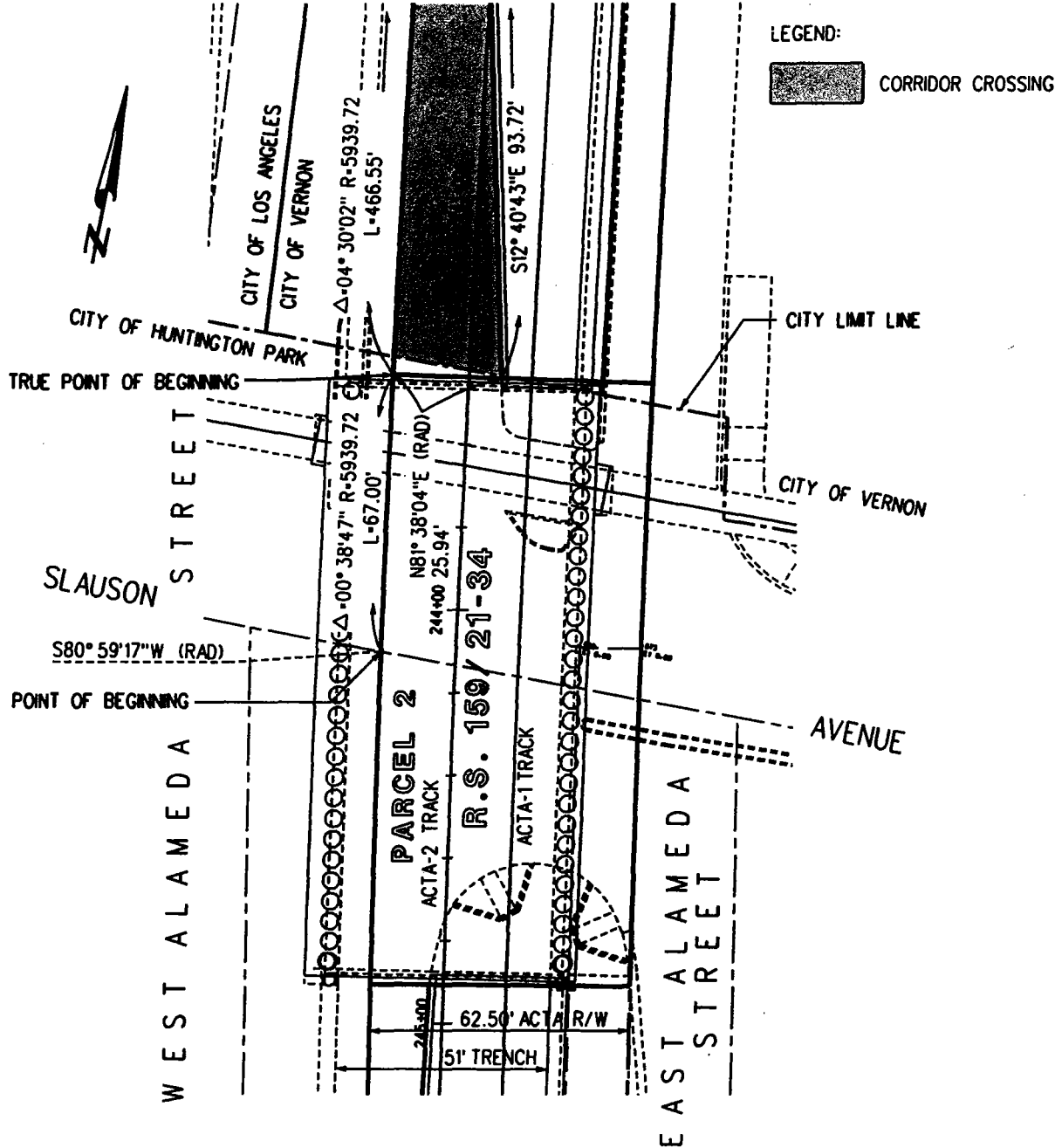


See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA.: 231+25 - 243+43	ACTA PARCEL REF.: MCOG-755	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 2



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-755**

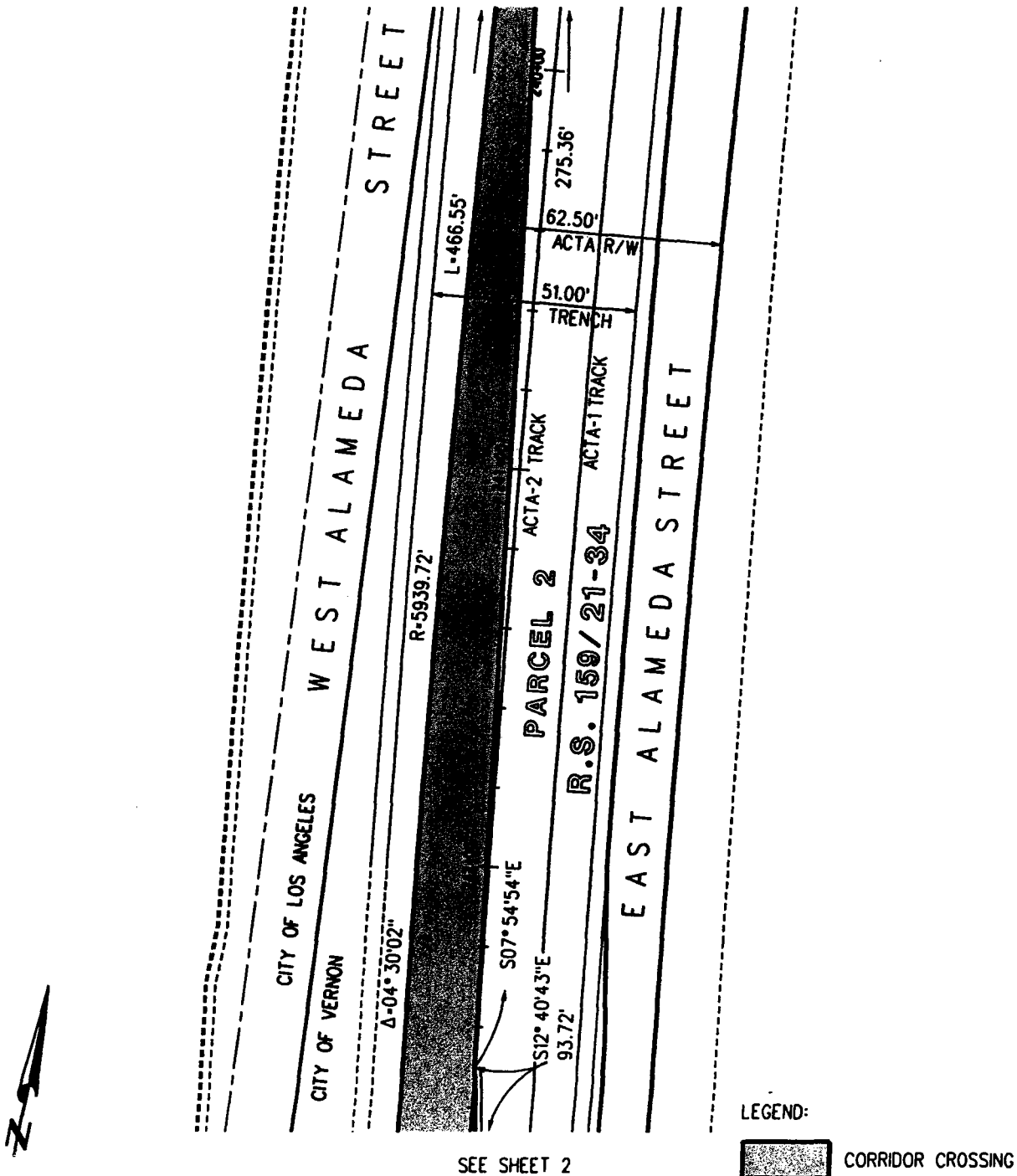
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SCALE: 1"=40'
DATE: 9/23/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 6

20 SEP 2004 17:55:30 C:\willdan\plots\159g_3n\mco755-vernon-1.dgn

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 231+25 - 243+43	ACTA PARCEL REF.: MCOG-755	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 3



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

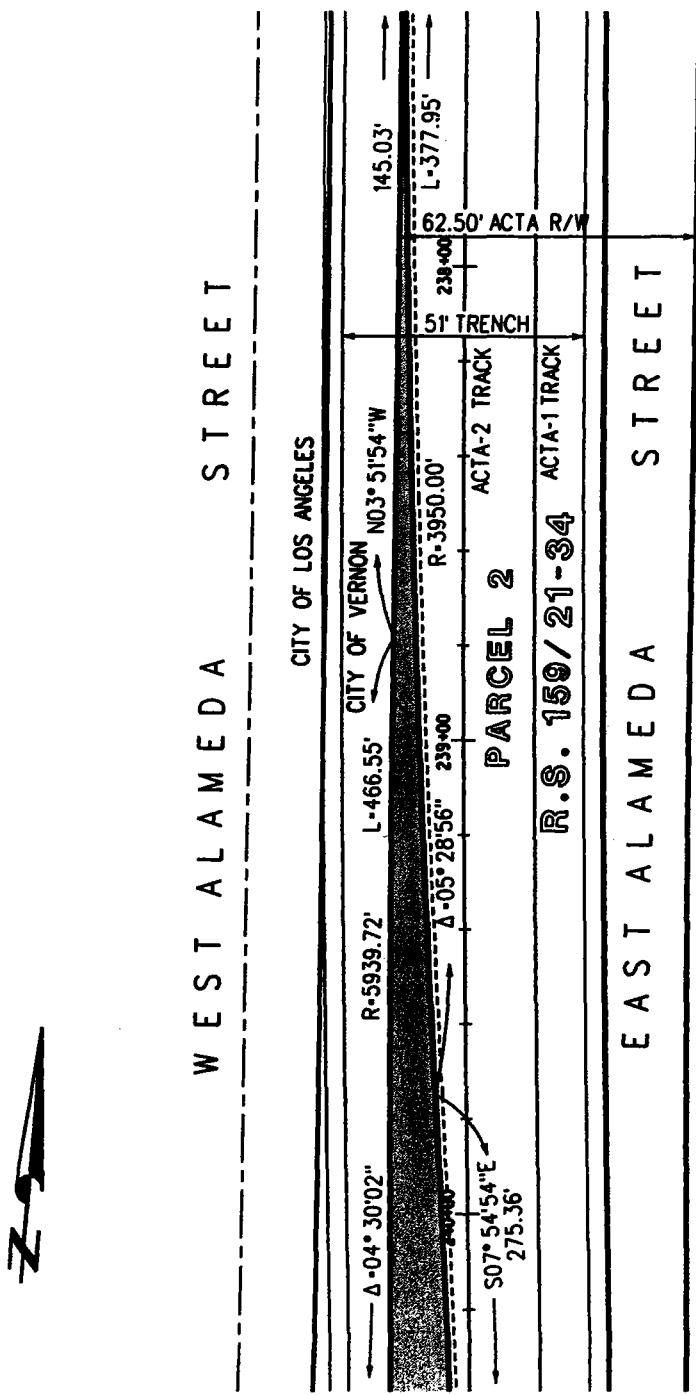
ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-755

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/23/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 6

30425 31265 31465 31665 31865 32065 32265 32465 32665 32865 33065 33265 33465 33665 33865 34065 34265 34465 34665 34865 35065 35265 35465 35665 35865 36065 36265 36465 36665 36865 37065 37265 37465 37665 37865 38065 38265 38465 38665 38865 39065 39265 39465 39665 39865 40065 40265 40465 40665 40865 41065 41265 41465 41665 41865 42065 42265 42465 42665 42865 43065 43265 43465 43665 43865 44065 44265 44465 44665 44865 45065 45265 45465 45665 45865 46065 46265 46465 46665 46865 47065 47265 47465 47665 47865 48065 48265 48465 48665 48865 49065 49265 49465 49665 49865 50065 50265 50465 50665 50865 51065 51265 51465 51665 51865 52065 52265 52465 52665 52865 53065 53265 53465 53665 53865 54065 54265 54465 54665 54865 55065 55265 55465 55665 55865 56065 56265 56465 56665 56865 57065 57265 57465 57665 57865 58065 58265 58465 58665 58865 59065 59265 59465 59665 59865 60065 60265 60465 60665 60865 61065 61265 61465 61665 61865 62065 62265 62465 62665 62865 63065 63265 63465 63665 63865 64065 64265 64465 64665 64865 65065 65265 65465 65665 65865 66065 66265 66465 66665 66865 67065 67265 67465 67665 67865 68065 68265 68465 68665 68865 69065 69265 69465 69665 69865 70065 70265 70465 70665 70865 71065 71265 71465 71665 71865 72065 72265 72465 72665 72865 73065 73265 73465 73665 73865 74065 74265 74465 74665 74865 75065 75265 75465 75665 75865 76065 76265 76465 76665 76865 77065 77265 77465 77665 77865 78065 78265 78465 78665 78865 79065 79265 79465 79665 79865 80065 80265 80465 80665 80865 81065 81265 81465 81665 81865 82065 82265 82465 82665 82865 83065 83265 83465 83665 83865 84065 84265 84465 84665 84865 85065 85265 85465 85665 85865 86065 86265 86465 86665 86865 87065 87265 87465 87665 87865 88065 88265 88465 88665 88865 89065 89265 89465 89665 89865 90065 90265 90465 90665 90865 91065 91265 91465 91665 91865 92065 92265 92465 92665 92865 93065 93265 93465 93665 93865 94065 94265 94465 94665 94865 95065 95265 95465 95665 95865 96065 96265 96465 96665 96865 97065 97265 97465 97665 97865 98065 98265 98465 98665 98865 99065 99265 99465 99665 99865 100065

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 231+25 - 243+43	ACTA PARCEL REF.: MCOG-755	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"
SEE SHEET 4



LEGEND:
 CORRIDOR CROSSING

SEE SHEET 3

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

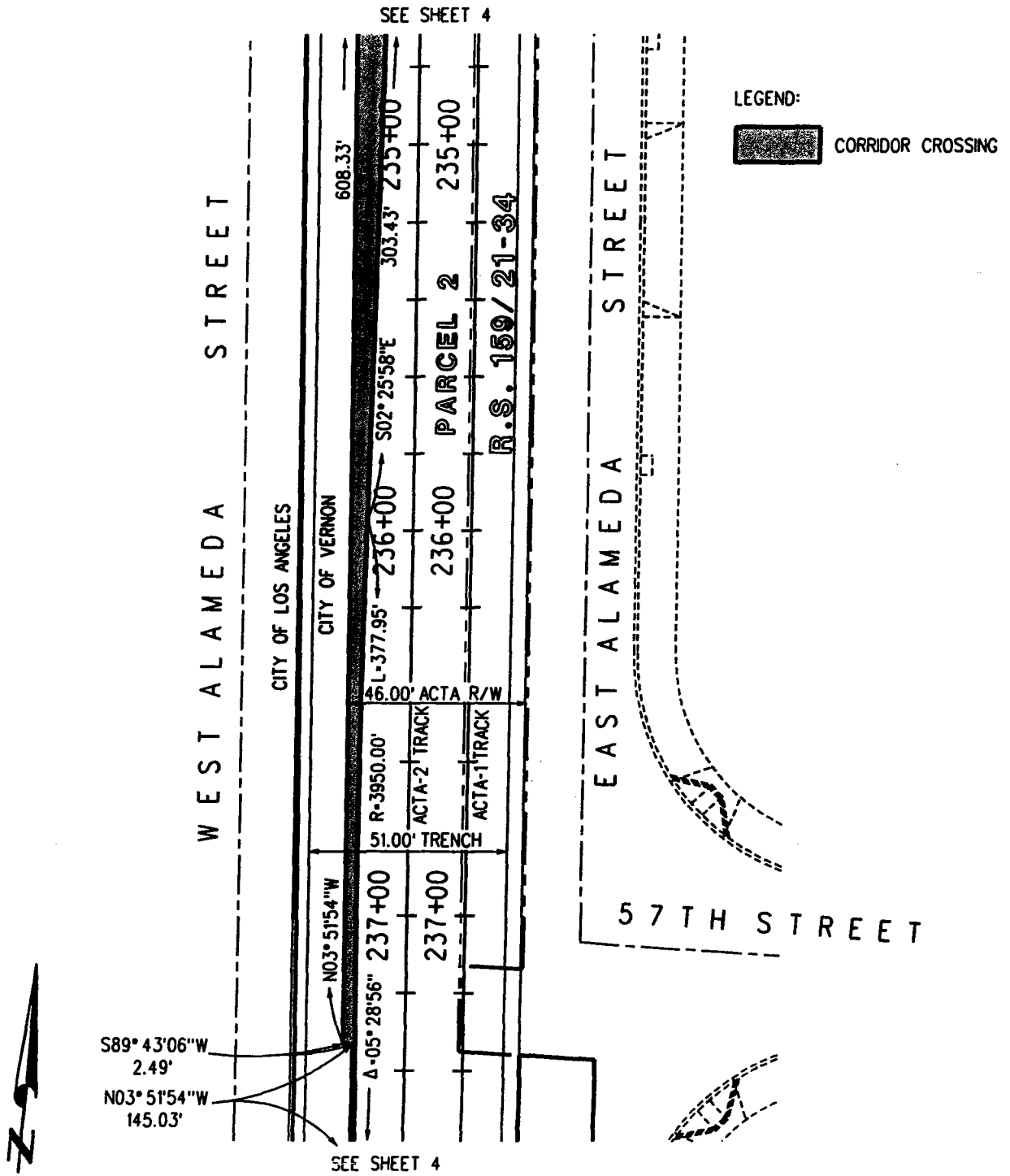
**ALAMEDA CORRIDOR
 PARCEL PLAT
 CORRIDOR CROSSING
 MCOG-755**

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/23/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 3 OF 6

20 SEP 2004 19:25:08 C:\willdan\plots\veg_3n\mcog755-vernon-3.dgn SUSERS

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 231+25 - 243+43	ACTA PARCEL REF.: MCOG-755	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	ACTA DEED REF.: PARCEL 2 INST. 94-2282144, O.R. (PORTS R/W)	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



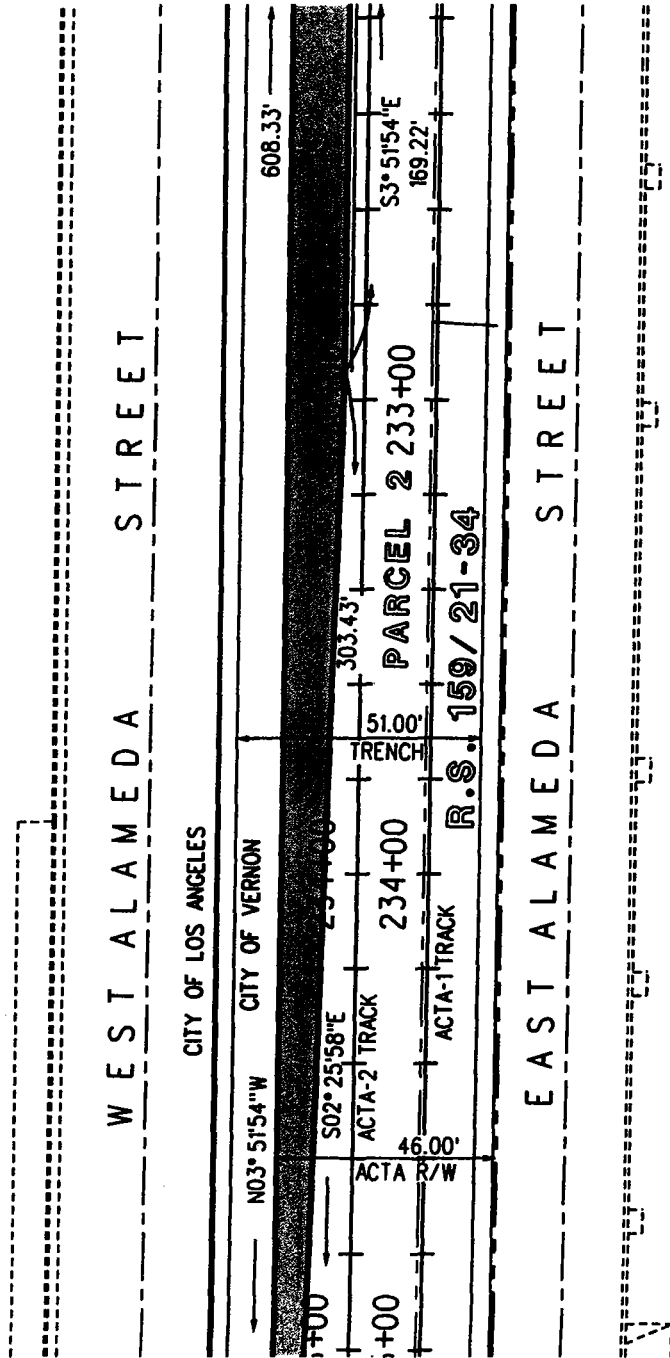
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT CORRIDOR CROSSING MCOG-755	CONTRACT NO.:
		SCALE: 1"=40'
PREPARED BY:	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DATE: 9/23/02
		DRAWN BY: DK
		CHECKED BY: DK
		SHEET 4 OF 6

20 SEP 2004 19:29:24 C:\willdan\plots\seg_3n\mcoog755-vernon-4.dgn

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 231+25 - 243+43	ACTA PARCEL REF.: MCOG-755	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. "D" TO "B" & LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SEE SHEET 6



LEGEND:



CORRIDOR CROSSING

SEE SHEET 4



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-755**

CONTRACT NO.:

SCALE: 1"=40'

DATE: 9/23/02

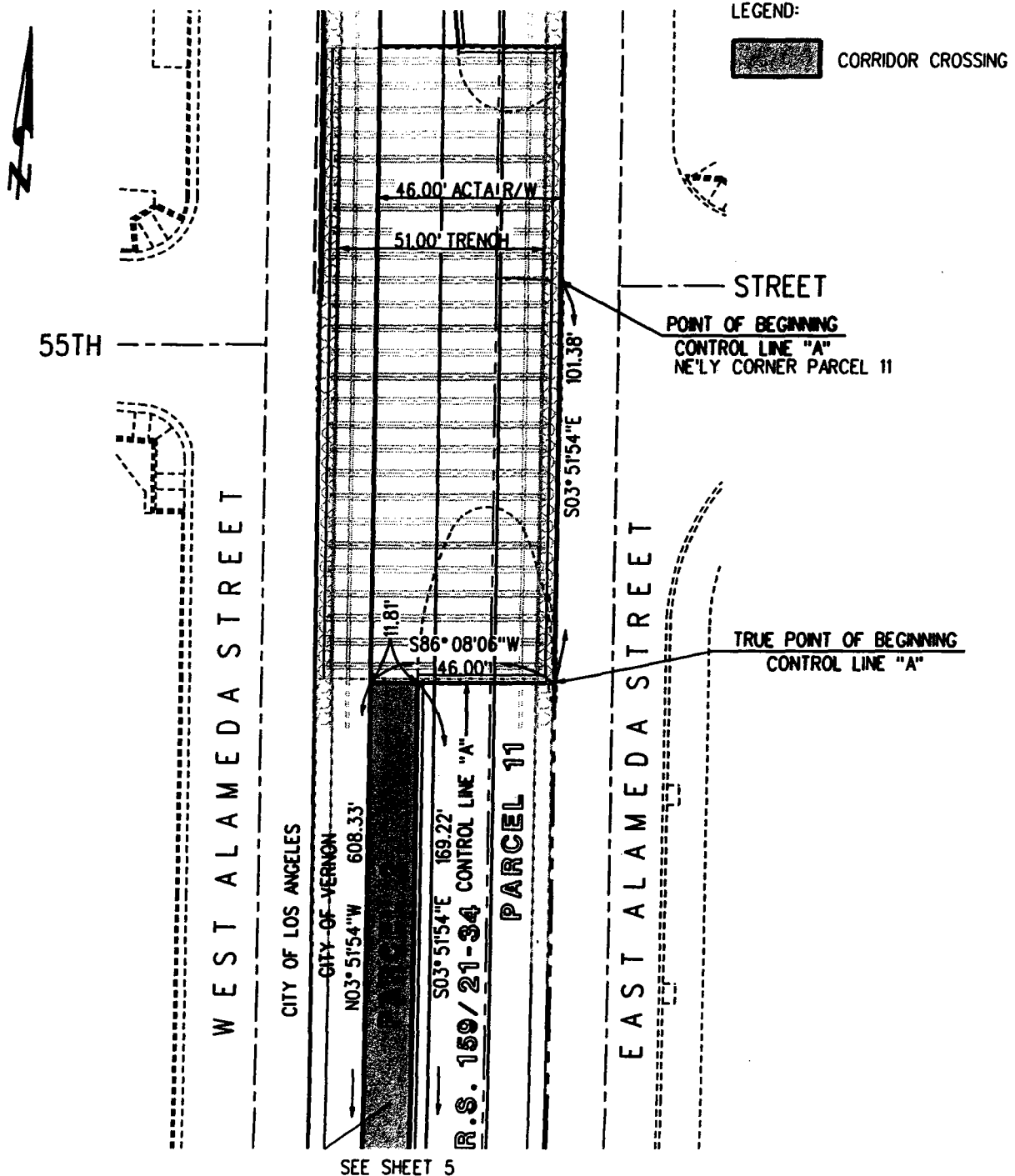
DRAWN BY: DK

CHECKED BY: DK

SHEET 5 OF 6

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 231+25 - 243+43	ACTA PARCEL REF.: MCOG-755	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EX. 'D' TO 'B' & LEGEND
RECORD OF SURVEY REFERENCE: RS 159/21-34	ACTA DEED REF.: INST. 94-228244, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT 'B'



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT
CORRIDOR CROSSING
MCOG-755**

CONTRACT NO.:

SCALE: 1"=40'

DATE: 9/23/02

DRAWN BY: DK

CHECKED BY: DK

SHEET 6 OF 6

EXHIBIT "C"
SLAUSON AVENUE
(WITHIN VERNON)

NON-CORRIDOR CROSSING

MCOG-726

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Slauson Avenue with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said point being on a curve concave easterly having a radius of 5939.72 feet, a radial line to said point bearing South 80°59'17" West; thence northerly along said curve in said westerly line 67.00 feet through a central angle of 00°38'47"; thence leaving said westerly line along a radial line to said curve North 81°38'04" East 62.50 feet to the easterly line of said Parcel 2, said point being on a curve concentric with and 62.50 feet easterly of said 5939.72 foot radius curve; thence southerly along said curve 146.03 feet through a central angle of 01°25'25"; thence leaving said easterly line along a radial line to said curve South 80°12'39" West 62.50 feet to the westerly line of said Parcel 2, said point on said first mentioned curve; thence northerly along said curve 80.58 feet through a central angle of 00°46'38" to the POINT OF BEGINNING.

Excepting therefrom that portion lying within the City of Huntington Park.

Also excepting therefrom that portion lying westerly of the following described line:

Beginning at the easterly terminus of the above-described course having a bearing and distance of "North 81°38'04" East 62.50 feet"; thence along said course South 81°38'04" West 12.28 feet to the TRUE POINT OF BEGINNING; thence South 07°54'54" East 3.13 feet to the southerly boundary of the City of Vernon.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

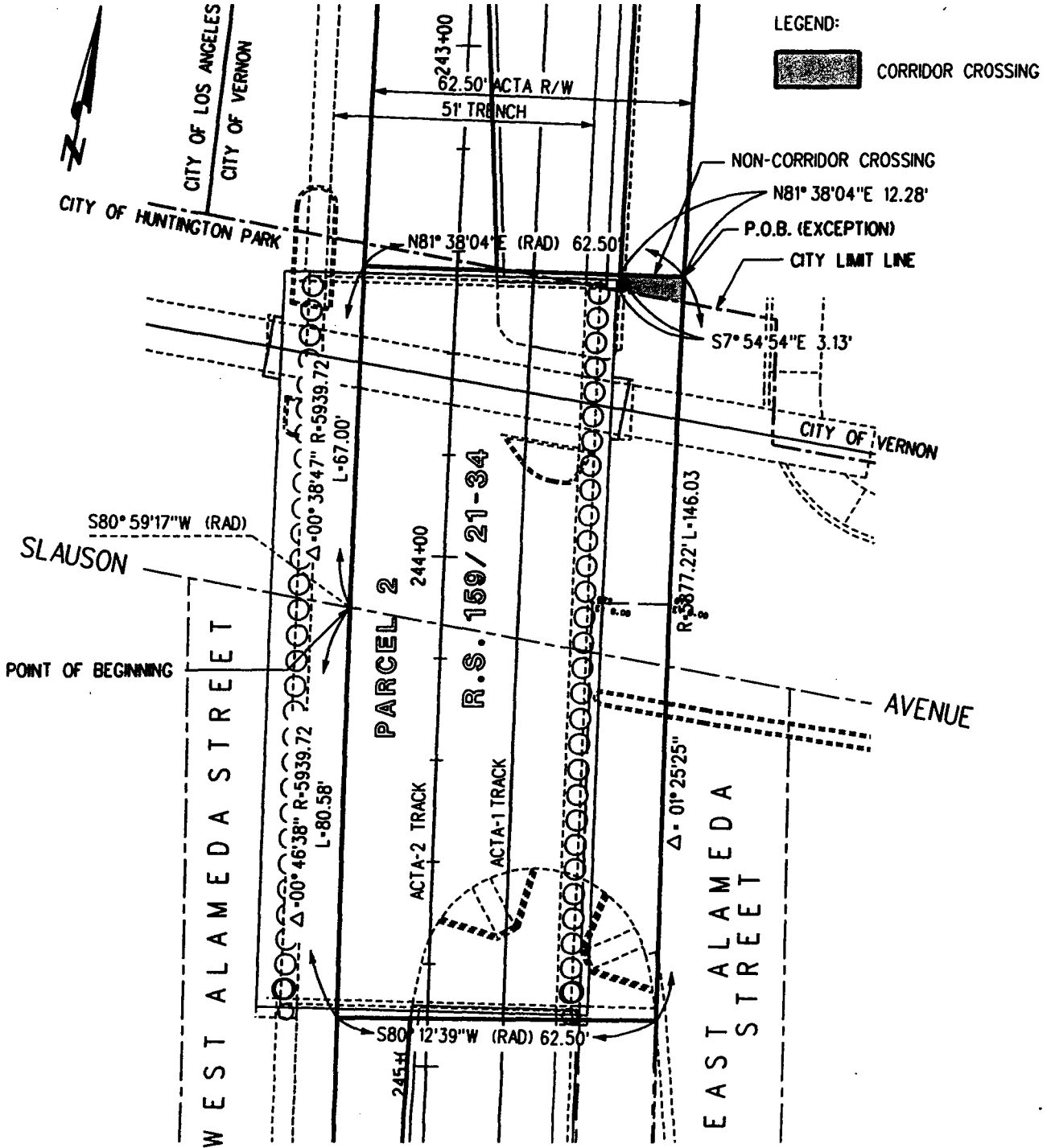
David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit D" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON		C	9/20/04	REVISE SHADING
NEARBY INTERSECTING STREETS: SLAUSON AVENUE		B	8/18/04	DIVIDE PARCEL MCOG-726
ACTA-2 STA: 243+40	ACTA PARCEL REF.: MCOG-726	A	5/17/04	REVISE PARCEL LABELS
ACTA CROSSING NO.:	PARCEL 2	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			

EXHIBIT "D"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
NON-CORRIDOR CROSSING
SLAUSON AVENUE BRIDGE
MCOG-726

CONTRACT NO.:	
SCALE: 1"=30'	
DATE: 4/22/02	
DRAWN BY: DK	
CHECKED BY: DK	
SHEET 1 OF 1	

EXHIBIT "C"

NON-CORRIDOR CROSSING

MCOG-731

That portion of Parcel 6, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, lying easterly of the following described line:

Beginning at the northwesterly corner of said Parcel 6 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County; thence along the westerly line of said Parcel South 3°51'54" East 64.43 feet; thence leaving said westerly line South 5°04'42" East 733.56 feet to the southerly line of said Parcel, said point being distant thereon North 89°57'00" West 0.47 feet from the southeasterly corner thereof.

Contains 6,728 square feet, more or less.

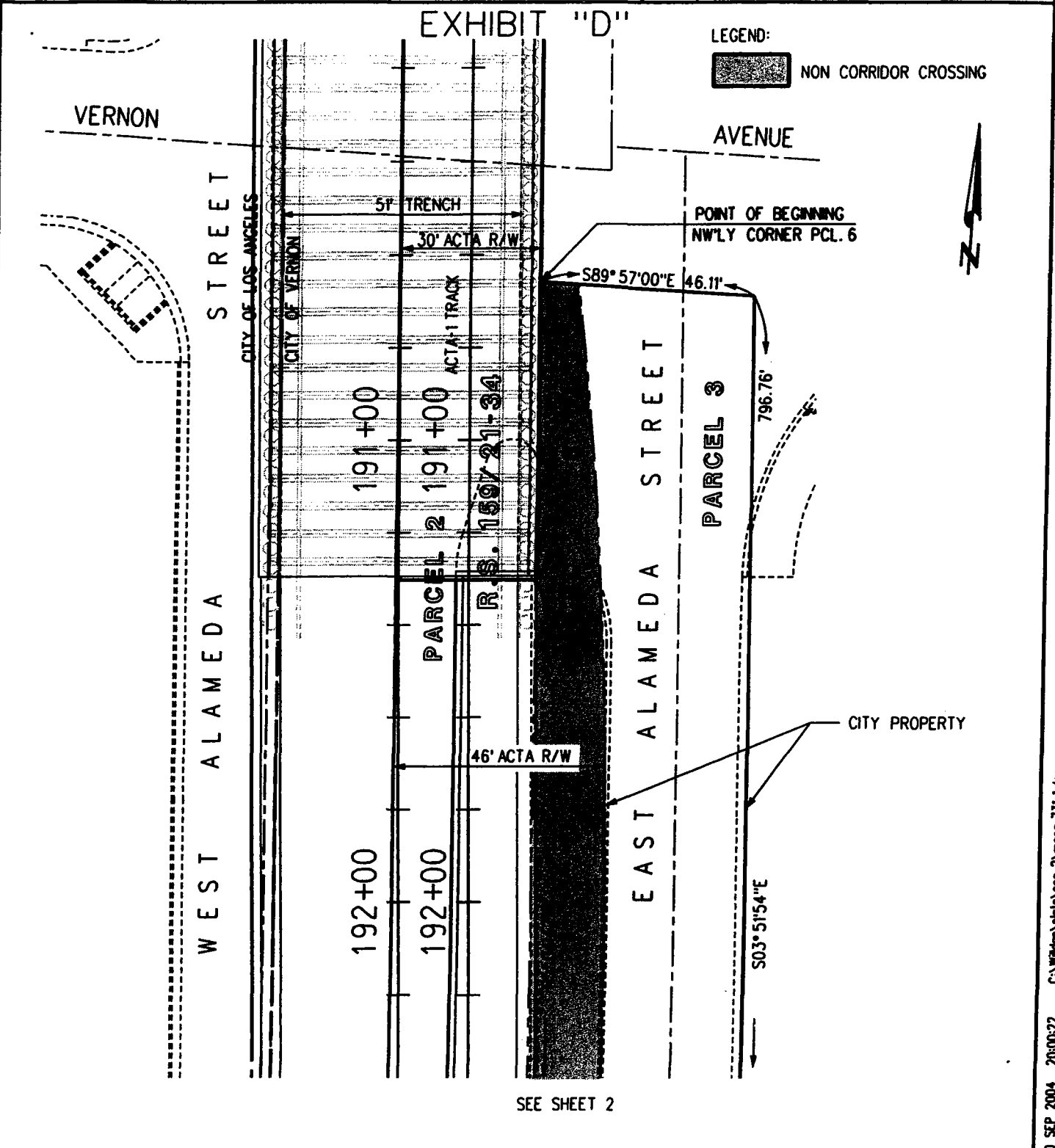
All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)



See sketch on "Exhibit D" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF VERNON		C	9/20/04 REVISE SHADING
NEARBY INTERSECTING STREETS: VERNON AVENUE		B	5/26/04 REVISE PARCEL LIMITS
ACTA-2 STA: 190+66 - 198+64	ACTA PARCEL REF.: MCOG-731	A	4/6/04 REVISE PARCEL LIMITS
ACTA CROSSING NO.:	PARCEL 6	NO.	DATE
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	REVISION DESCRIPTION	



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

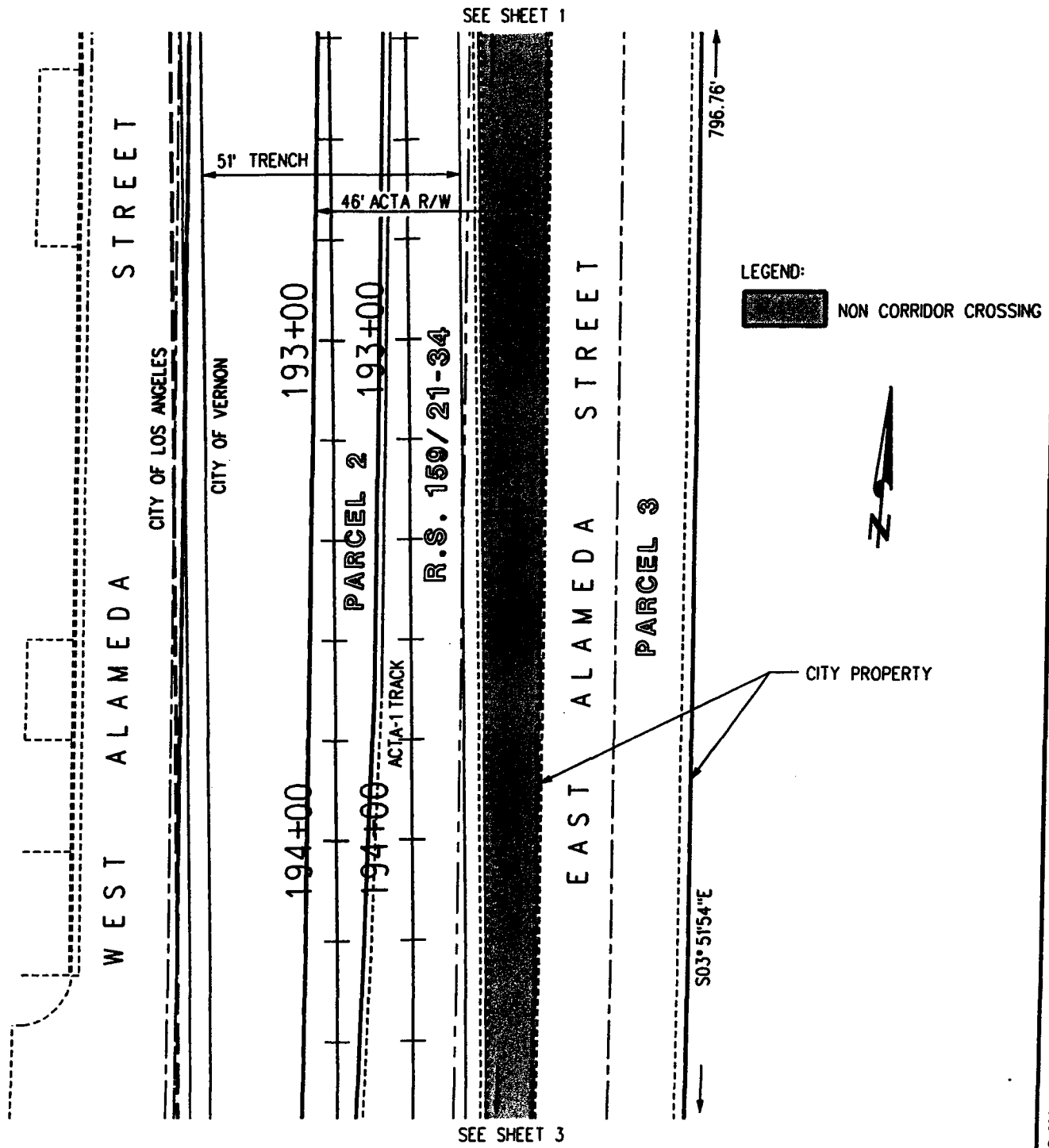
**ALAMEDA CORRIDOR
 PARCEL PLAT
 NON-CORRIDOR CROSSING
 MCOG-731**

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 4

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EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON		C	9/20/04	REVISE SHADING
NEARBY INTERSECTING STREETS: VERNON AVENUE		B	5/26/04	REVISE PARCEL LIMITS
ACTA-2 STA: 190+66 - 198+64	ACTA PARCEL REF.: MCOG-731	A	4/6/04	REVISE PARCEL LIMITS
ACTA CROSSING NO.:	PARCEL 6	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			

EXHIBIT "D"



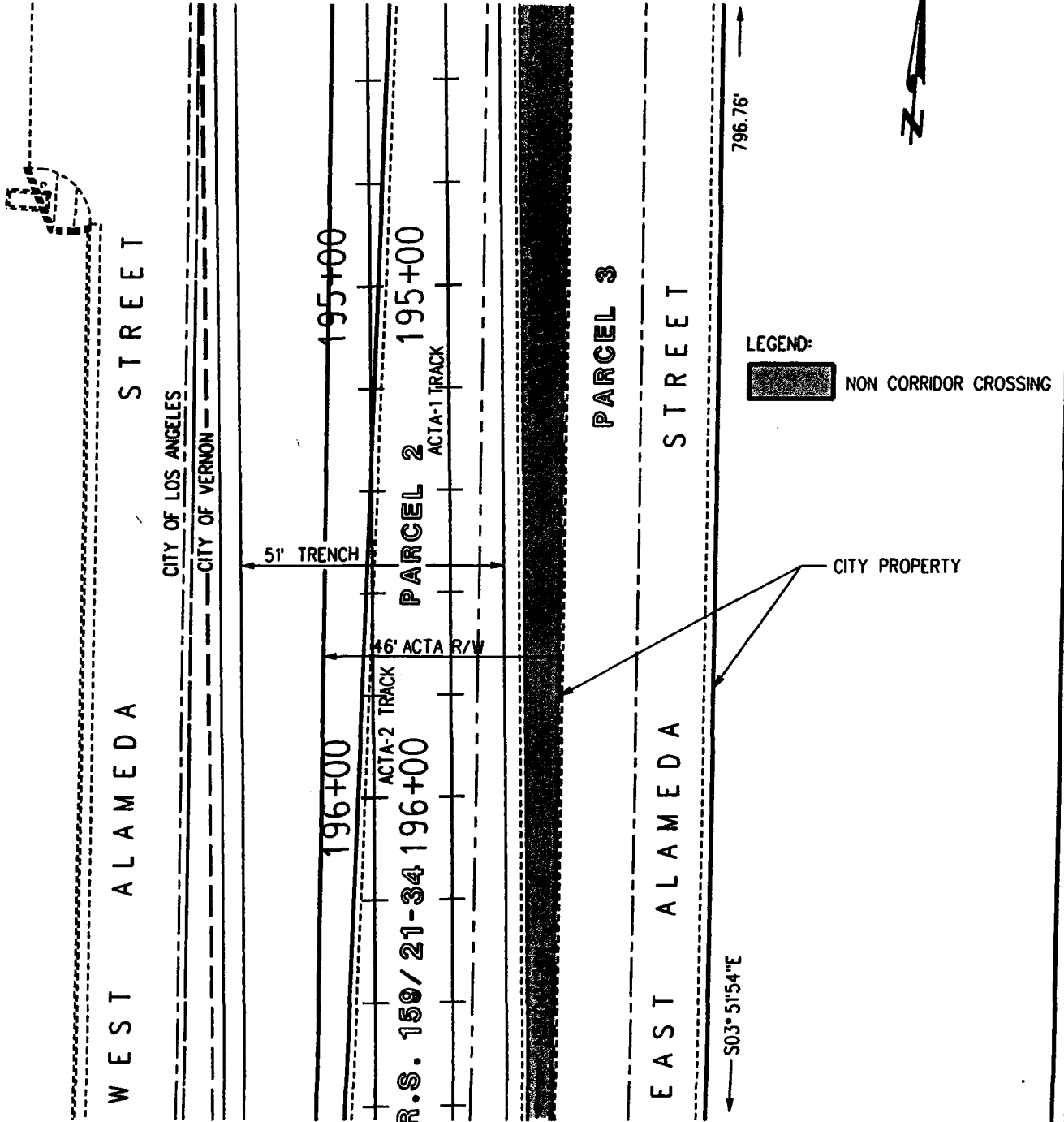
	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	CONTRACT NO.: SCALE: 1"=30' DATE: 10/20/02
	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	ALAMEDA CORRIDOR PARCEL PLAT NON-CORRIDOR CROSSING MCOG-731

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EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON		C	9/20/04	REVISE SHADING
NEARBY INTERSECTING STREETS: VERNON AVENUE		B	5/26/04	REVISE PARCEL LIMITS
ACTA-2 STA: 190+66 - 198+64	ACTA PARCEL REF.: MCOG-731	A	4/6/04	REVISE PARCEL LIMITS
ACTA CROSSING NO.:	PARCEL 6	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: WST. 94-2282144, O.R. (PORTS R/W)			

EXHIBIT "D"

SEE SHEET 2



SEE SHEET 4

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

NON-CORRIDOR CROSSING

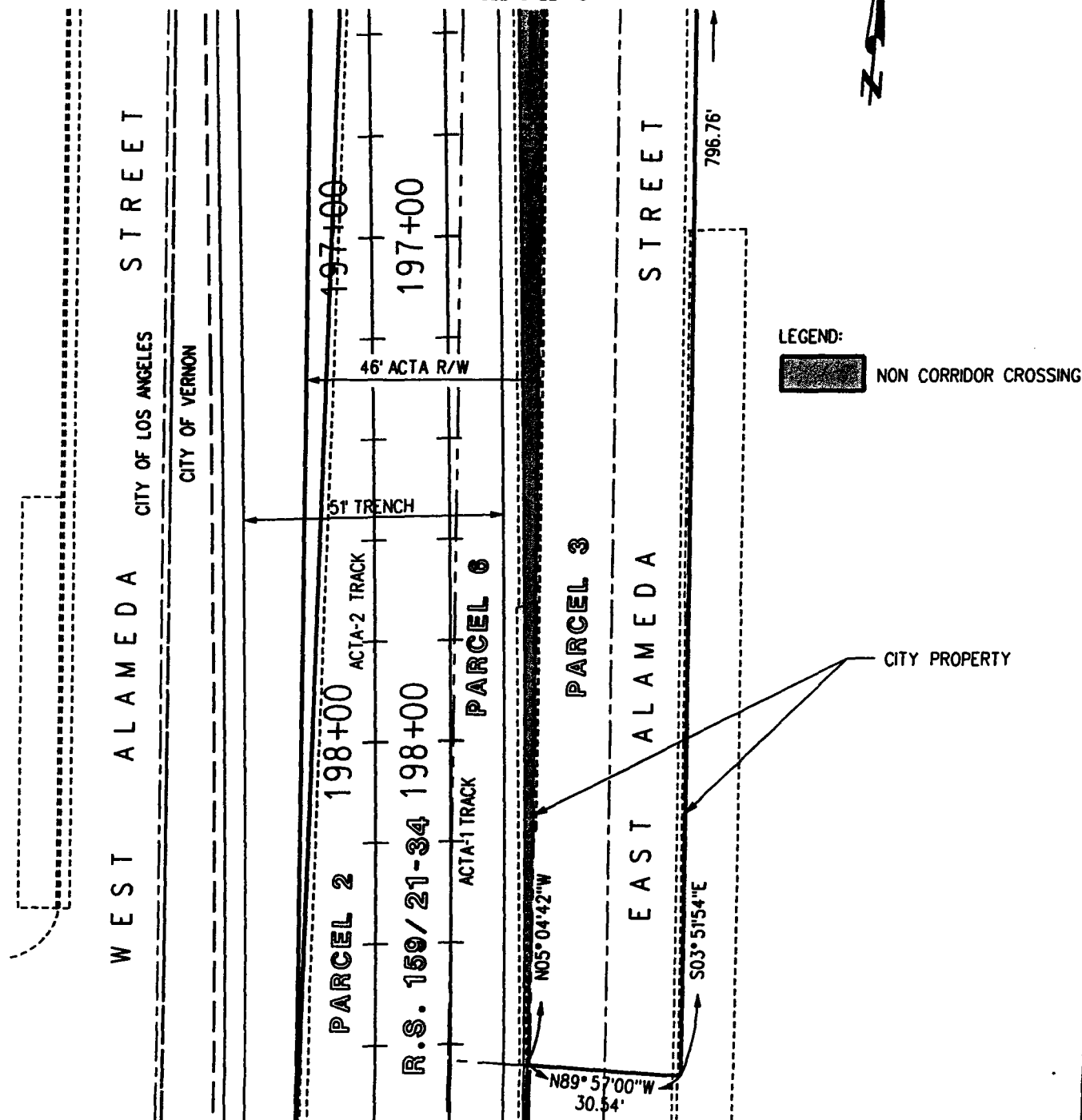
MCOG-731

CONTRACT NO.:
SCALE: 1"=30'
DATE: 10/20/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 3 OF 4

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON		C	9/20/04	REVISE SHADING
NEARBY INTERSECTING STREETS: VERNON AVENUE		B	5/26/04	REVISE PARCEL LIMITS
ACTA-2 STA.: 190+66 - 198+64	ACTA PARCEL REF.: MCOG-731	A	4/6/04	REVISE PARCEL LIMITS
ACTA CROSSING NO.:	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	PARCEL 6			

EXHIBIT "D"

SEE SHEET 3



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:


WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
 PARCEL PLAT
 NON-CORRIDOR CROSSING
 MCOG-731

CONTRACT NO.:	
SCALE:	1"=30'
DATE:	10/20/02
DRAWN BY:	DK
CHECKED BY:	DK
SHEET	4 OF 4

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EXHIBIT "C"
NON-CORRIDOR CROSSING

MCOG-750

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Slauson Avenue with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said point being on a curve concave easterly having a radius of 5939.72 feet, a radial line to said point bearing South 80°59'17" West; thence northerly along said curve in said westerly line 67.00 feet through a central angle of 00°38'47"; thence leaving said westerly line along a radial line North 81°38'04" East 62.50 feet a point on the easterly line of said Parcel 2, said point being on a curve concentric with and 62.50 feet easterly of said 5939.72 foot radius curve, said point being the TRUE POINT OF BEGINNING; thence northerly along said curve in said easterly line 461.64 feet through a central angle of 04°30'02"; thence continuing along said easterly line North 03°51'54" West 141.11 feet; thence South 89°43'06" West 19.48 feet; thence leaving said easterly line South 04°11'03" East 99.42 feet to the beginning of a non-tangent curve concave easterly having a radius of 7610.00 feet, a radial line to said beginning of curve bears South 85°30'59" West; thence southerly along said curve 362.89 feet through a central angle of 02°43'56"; thence nontangent South 10°46'38" East 42.28 feet; thence South 07°54'54" East 100.68 feet to said first mentioned radial line; thence along said radial line North 81°38'04" East 12.28 feet to the TRUE POINT OF BEGINNING.

Contains 9,710 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

David O. Knell 9-20-04
David O. Knell PLS 5301 (Exp. 12-31-07)

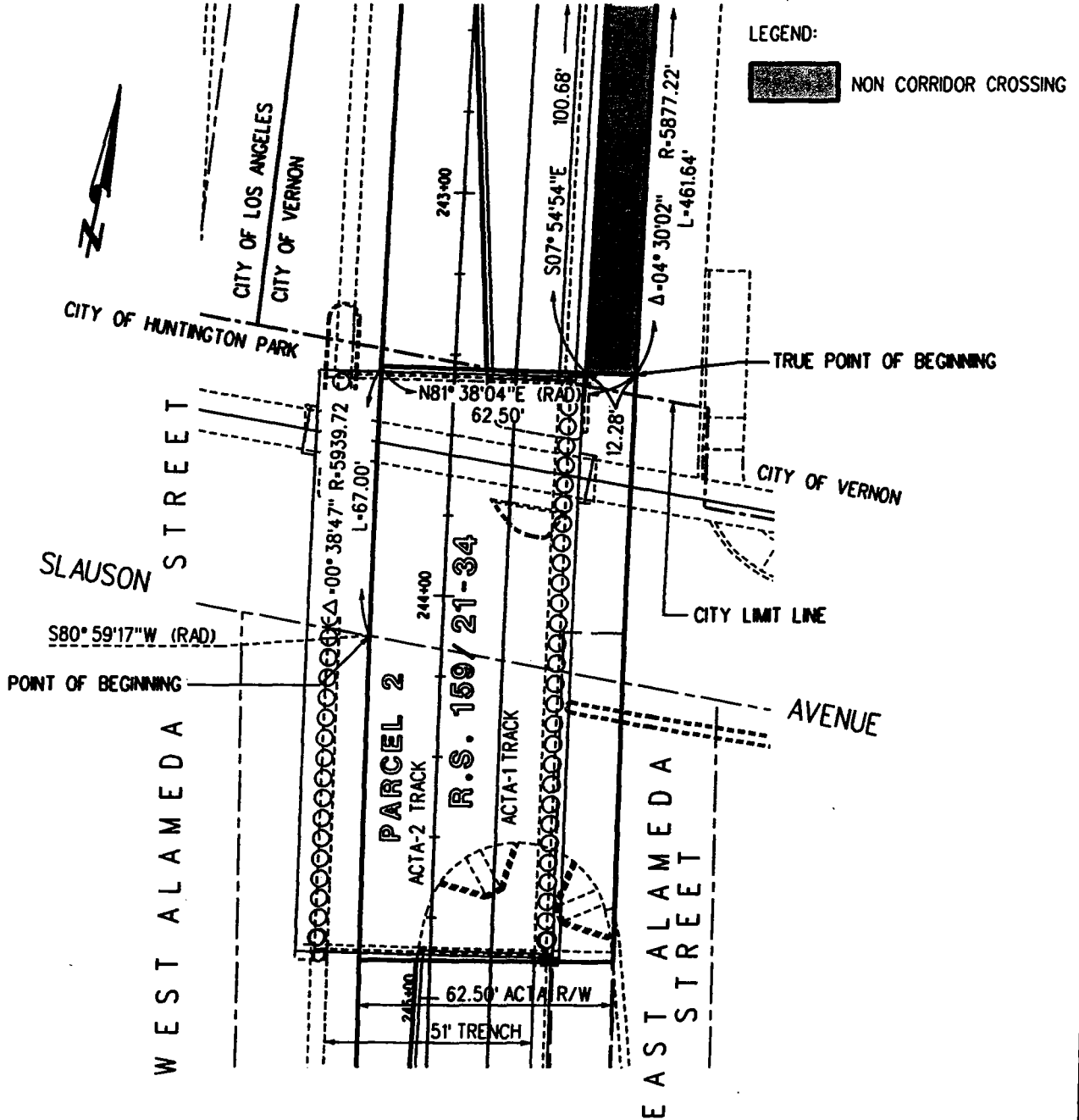


See sketch on "Exhibit D" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 237+37 - 243+43	ACTA PARCEL REF.: MCOG-750	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"

SEE SHEET 2



LEGEND:

NON CORRIDOR CROSSING

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ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
NON-CORRIDOR CROSSING
MCOG-750

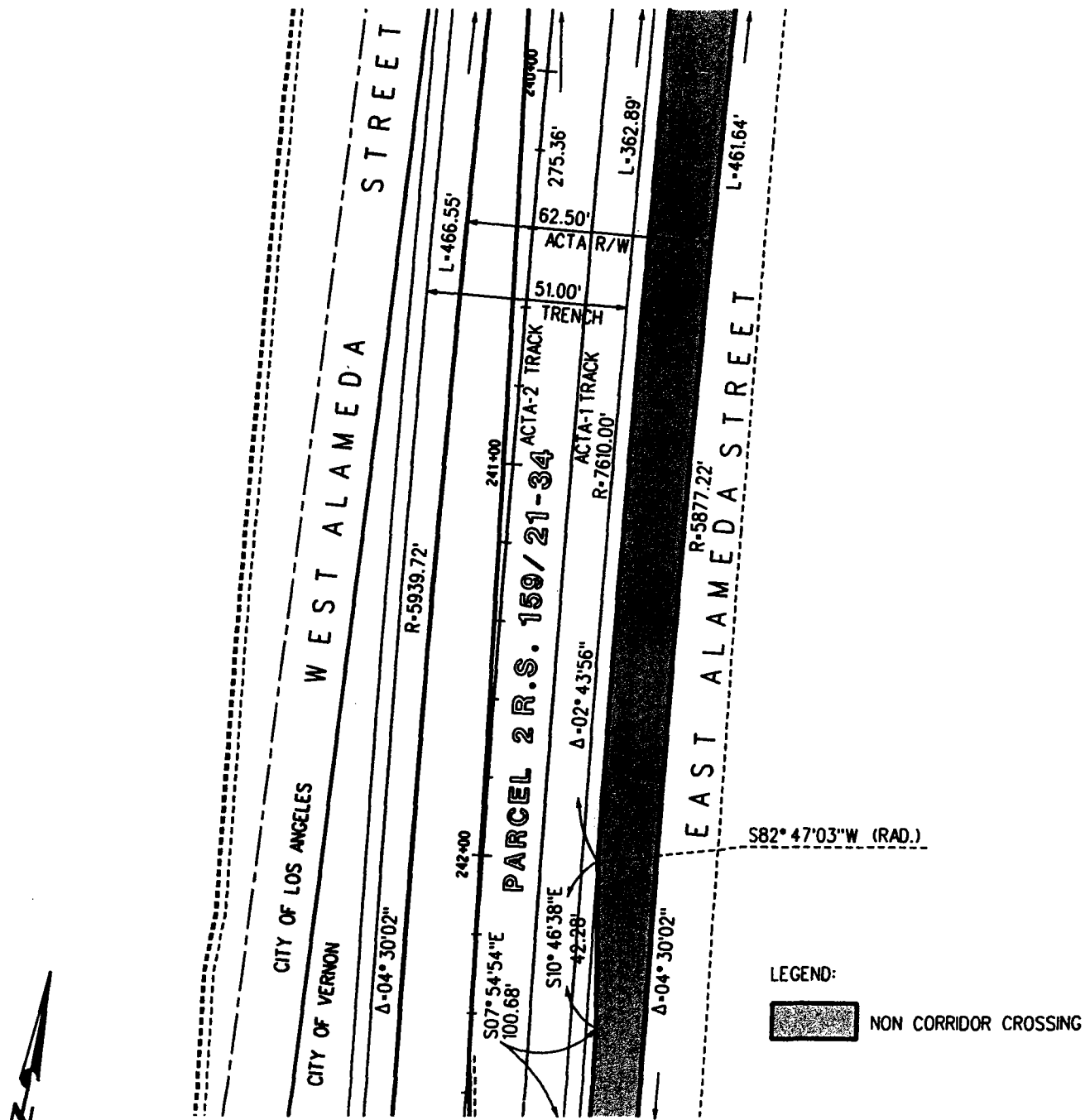
CONTRACT NO.:
SCALE: 1"=40'
DATE: 10/15/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 4

SUSERS

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 237+37 - 243+43	ACTA PARCEL REF.: MCOG-750	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"

SEE SHEET 3



SEE SHEET 1



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

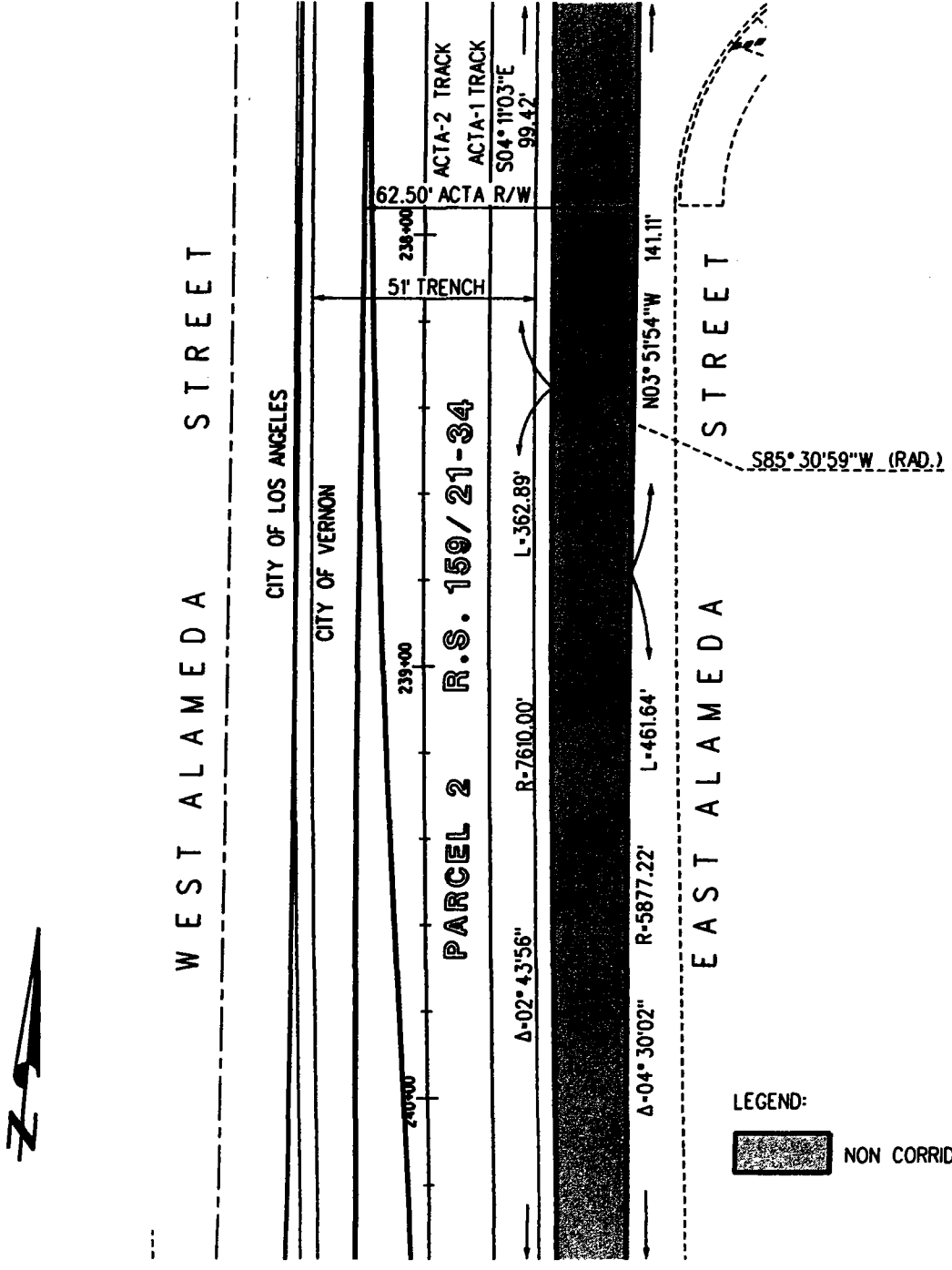
ALAMEDA CORRIDOR
PARCEL PLAT
NON-CORRIDOR CROSSING
MCOG-750

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/23/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 4

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 237+37 - 243+43	ACTA PARCEL REF.: MCOG-750	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"

SEE SHEET 4



SEE SHEET 2

LEGEND:

 NON-CORRIDOR CROSSING

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

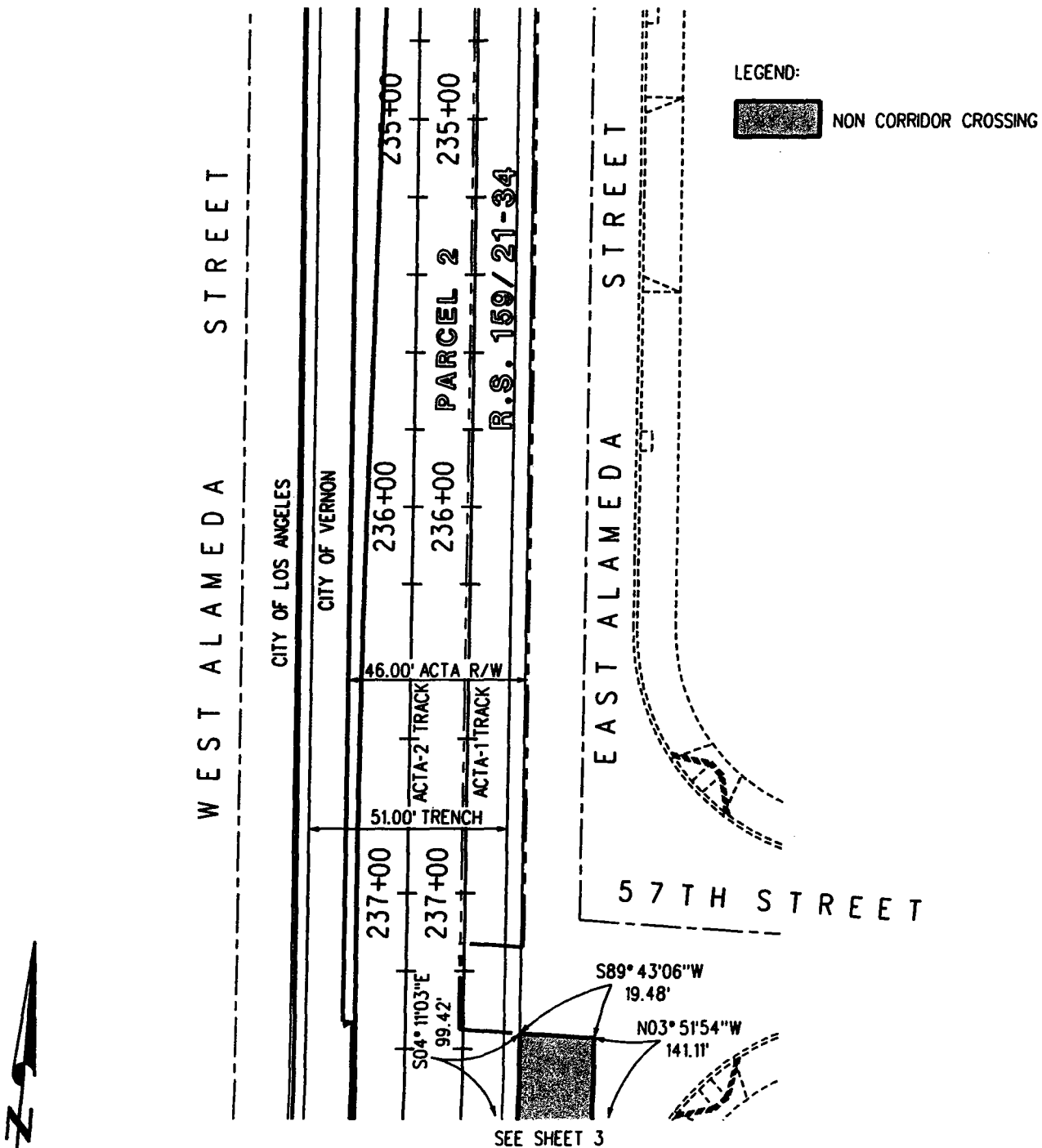
**ALAMEDA CORRIDOR
PARCEL PLAT
NON-CORRIDOR CROSSING
MCOG-750**

CONTRACT NO.:	
SCALE: 1"=40'	
DATE: 9/23/02	
DRAWN BY: DK	
CHECKED BY: DK	
SHEET 3 OF 4	

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EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 237+37 - 243+43	ACTA PARCEL REF.: MCOG-750	B	9/20/04	REVISE SHADING
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE LEGEND
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-228244, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"



SEE SHEET 3



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

ALAMEDA CORRIDOR
PARCEL PLAT
NON-CORRIDOR CROSSING
MCOG-750

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

CONTRACT NO.:
SCALE: 1"=40'
DATE: 10/15/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 4 OF 4

CITY OF VERNON

GRANT DEED ATTACHMENT No. 3

“SCHEDULE OF EXISTING RIGHT

DOCUMENTS (CITY)”

(This Attachment 3 contains two pages including this cover page.)

ATTACHMENT 3

SCHEDULE OF EXISTING RIGHT DOCUMENTS (CITY OF VERNON)

ITEM NO.	TYPE OF RIGHT	RECORDING DATE	RECORDING BOOK/PAGE	GRANTOR	GRANTEE	PURPOSE/ LOCATION
53	Easement	June 14, 1923	2406/138 Deeds	Southern Pacific Railroad Company	City of Vernon	Highway Purposes/ 51st Street
28	Easement	May 11, 1954	44544/408, O.R.	Southern Pacific Railroad Company	City of Vernon	Street and Highway Purposes/ 51st Street
12	Easement	February 21, 1957	53713/99, O.R.	Southern Pacific Company	City of Vernon	Utility and Street Purposes/ 27th Street
36	Easement	April 10, 1969	D4335/73, O.R.	Southern Pacific Company	City of Vernon	Street and Highway Purposes/ Between 25th & 27th Street

CITY OF VERNON

GRANT DEED ATTACHMENT No. 4

“CITY PROPERTY DESCRIPTIONS

(This Attachment 4 contains seventeen pages including this cover page and consists of three Exhibit A's and three Exhibit B's.)

LEGAL DESCRIPTION

EXHIBIT "A"

MC-612

That portion of 25th Street, 60 feet wide, in the City of Vernon, County of Los Angeles, State of California, as granted to the City of Vernon by deed recorded in Book 5813 Page 296, Official Records of said County, described as follows:

Beginning at a point on the northerly line of said 25th Street distant thereon South 89°20'07" West, 76.27 feet from the southeast corner of Parcel D as shown on Parcel Map L.A. No. 2912, filed in Book 58 Page 73 of Parcel Maps, records of said County; thence leaving said northerly line, South 53°48'50" West, 103.27 feet to the southerly line of said 25th Street; thence along said southerly line, South 89°20'07" West, 101.34 feet; thence leaving said southerly line, North 50°36'22" East, 95.90 feet to said northerly line; thence along said northerly line, North 89°20'07" East, 110.57 feet to the Point of Beginning.

The distances used in the above description are grid distances based on the California Coordinate System of 1983, Zone 5. Divide all distances used in the above description by the mean combination factor of 1.00000522 to obtain ground distances.

See Exhibit "B" attached hereto and by this reference made a part hereof

Prepared under the direction of:

David O. Knell 6-7-04
David O. Knell PLS 5301 Date



C:\wpdocs\acta2003.doc
June 7, 2004

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.		
GRANTED TO: ACTA / PORTS				
NEARBY INTERSECTING STREETS: NA				
ACTA-2 STA:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE	REVISION DESCRIPTION

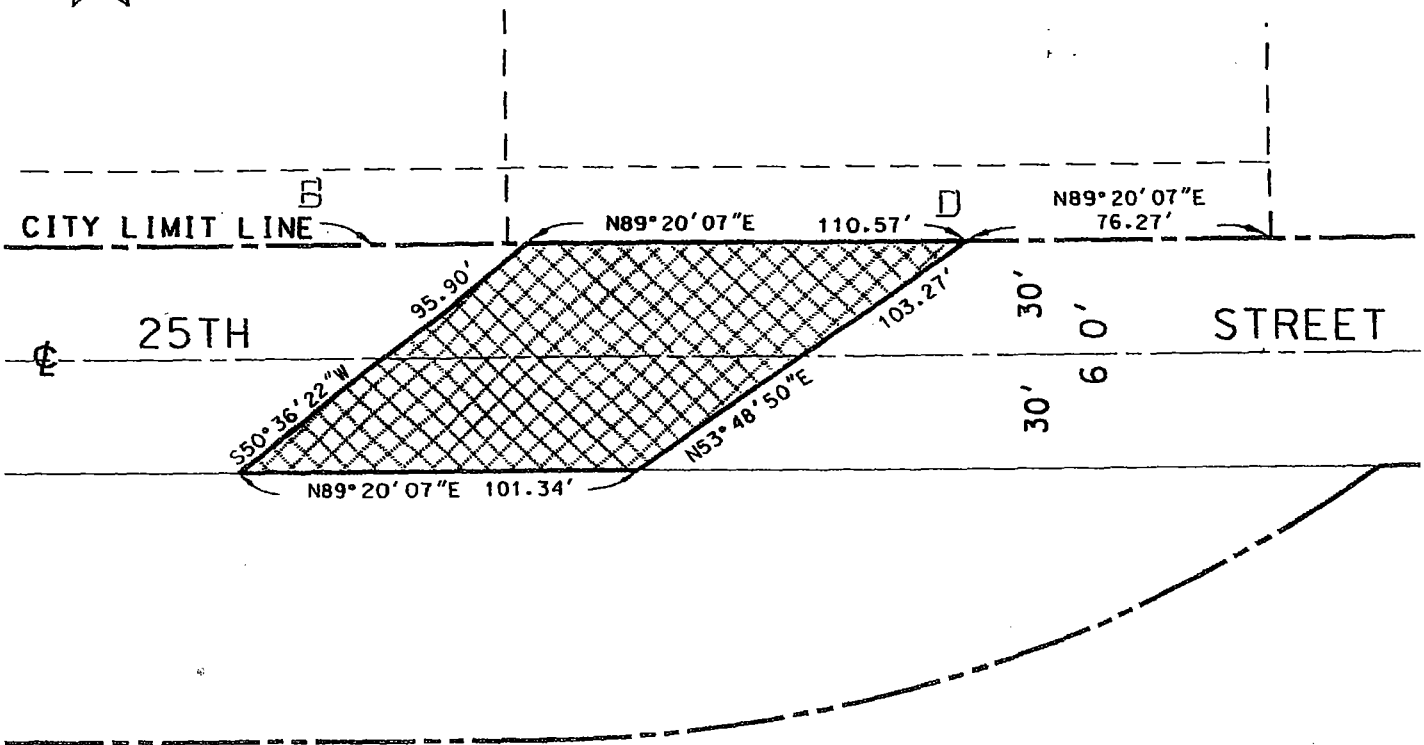
EXHIBIT "B"

SHEET OF 12

CITY OF LOS ANGELES

P.M. - L.A. NO. 2912

P.M.B. 53 - 73



CITY OF VERNON

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, *405 INDUSTRY, CALIFORNIA 91746 562-908-6200	ALAMEDA CORRIDOR PARCEL PLAT	CONTRACT NO.: SCALE: 1" = 50' DATE:
		MC-612 CITY OF VERNON	DRAWN BY: DB CHECKED BY: DK SHT OF

LEGAL DESCRIPTION

EXHIBIT "A"

MC-617

That portion of Alameda Street, variable width, in the City of Vernon, County of Los Angeles, State of California, as shown on the map filed in Book 159, Pages 21 to 34, inclusive, of Records of Survey, records of said County, lying within the following described strip of land:

Commencing at the northwesterly corner of Parcel 2 as described in a deed recorded as Instrument No. 94-2282144, Official Records of said County; thence southerly along the westerly line of said Parcel 2, South 00°36'23" East, 731.16 feet to the True Point of Beginning; thence continuing along said westerly line the following courses:

South 00°36'23" East, 68.02 feet to the beginning of a curve concave easterly and having a radius of 38205.84 feet;
Southerly along said curve, 2172.90 feet through a central angle of 3°15'31";
South 03°51'54" East, 5710.81 feet;
North 89°43'10" East, 2.49 feet;
South 03°51'54" East, 145.03 feet to the beginning of a curve concave easterly and having a radius of 5939.72 feet;
Southerly along said curve, 664.68 feet through a central angle of 6°24'42";
South 10°16'36" East, 899.56 feet;

Thence, leaving said westerly line, the following courses:

South 79°20'38" West, 3.71 feet to the beginning of a nontangent curve concave westerly and having a radius of 9966.48 feet;
Northerly along said curve, 85.57 feet through a central angle of 0°29'31";
Nontangent, North 82°54'52" West, 7.09 feet;
North 11°13'40" West, 30.15 feet;
North 78°46'20" East, 6.74 feet;
North 11°18'04" West, 61.37 feet;
North 78°41'56" East, 2.00 feet;
North 11°18'04" West, 433.69 feet;
North 11°12'19" West, 95.30 feet to the beginning of a curve concave easterly and having a radius of 7670.98 feet;
Northerly along said curve, 239.99 feet through a central angle of 1°47'33";
Along the prolongation of a radial line to said curve, South 80°35'14" West, 4.00 feet to the beginning of a curve, concentric with said last mentioned curve, concave easterly and having a radius of 7674.98 feet;
Northerly along said curve, 125.40 feet through a central angle of 0°56'10";
Along the prolongation of a radial line of said curve, South 81°31'24" West, 3.37 feet;
North 06°36'33" West, 16.84 feet;
North 89°52'26" East, 2.86 feet;

North 08°19'16" West, 8.82 feet;
 North 81°42'42" East, 4.00 feet to the beginning of a nontangent curve concave easterly
 and having a radius of 7670.98 feet, a radial line of said curve to which point
 bears South 81°42'42" West;
 Northerly along said curve, 579.42 feet through a central angle of 4°19'40";
 North 03°57'38" West, 95.31 feet;
 North 03°51'54" West, 3662.90 feet;
 South 86°08'04" West, 7.00 feet;
 North 03°51'44" West, 28.00 feet;
 North 86°08'07" East, 7.03 feet;
 North 04°00'29" West, 30.63 feet to the beginning of a curve concave westerly and
 having a radius of 9968.48 feet;
 Northerly along said curve, 195.92 feet through a central angle of 1°07'34";
 North 05°08'03" West, 500.29 feet to the beginning of a curve concave easterly and
 having a radius of 10031.49 feet;
 Northerly along said curve, 222.26 feet through a central angle of 1°16'10";
 North 03°51'53" West, 1008.64 feet to the beginning of a curve concave easterly and
 having a radius of 38237.26 feet;
 Northerly along said curve, 1623.00 feet through a central angle of 2°25'55";
 North 01°52'50" West, 295.32 feet to the beginning of a curve concave easterly and
 having a radius of 1613.00 feet;
 Northerly along said curve, 139.43 feet through a central angle of 4°57'10" to the
 beginning of a compound curve concave easterly and having a radius of 1217.28
 feet and which passes through the True Point of Beginning at its northerly
 terminus;
 Northerly along said curve, 187.21 feet through a central angle of 8°48'43" to the True
 Point of Beginning.

The distances used in the above description are grid distances based on the California Coordinate System of 1983, Zone 5. Divide all distances used in the above description by the mean combination factor of 1.00000522 to obtain ground distances.

See Exhibit "B" attached hereto and by this reference made a part hereof

Prepared under the direction of:


 David O. Knell PLS 5301 Date



C:\wpdocs\acta2003.doc
 June 16, 2004

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH

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.

GRANTED TO: ACTA / PORTS

NEARBY INTERSECTING STREETS: NA

ACTA-2 STA.:

ACTA PARCEL REF.: NA

ACTA CROSSING NO.: NA

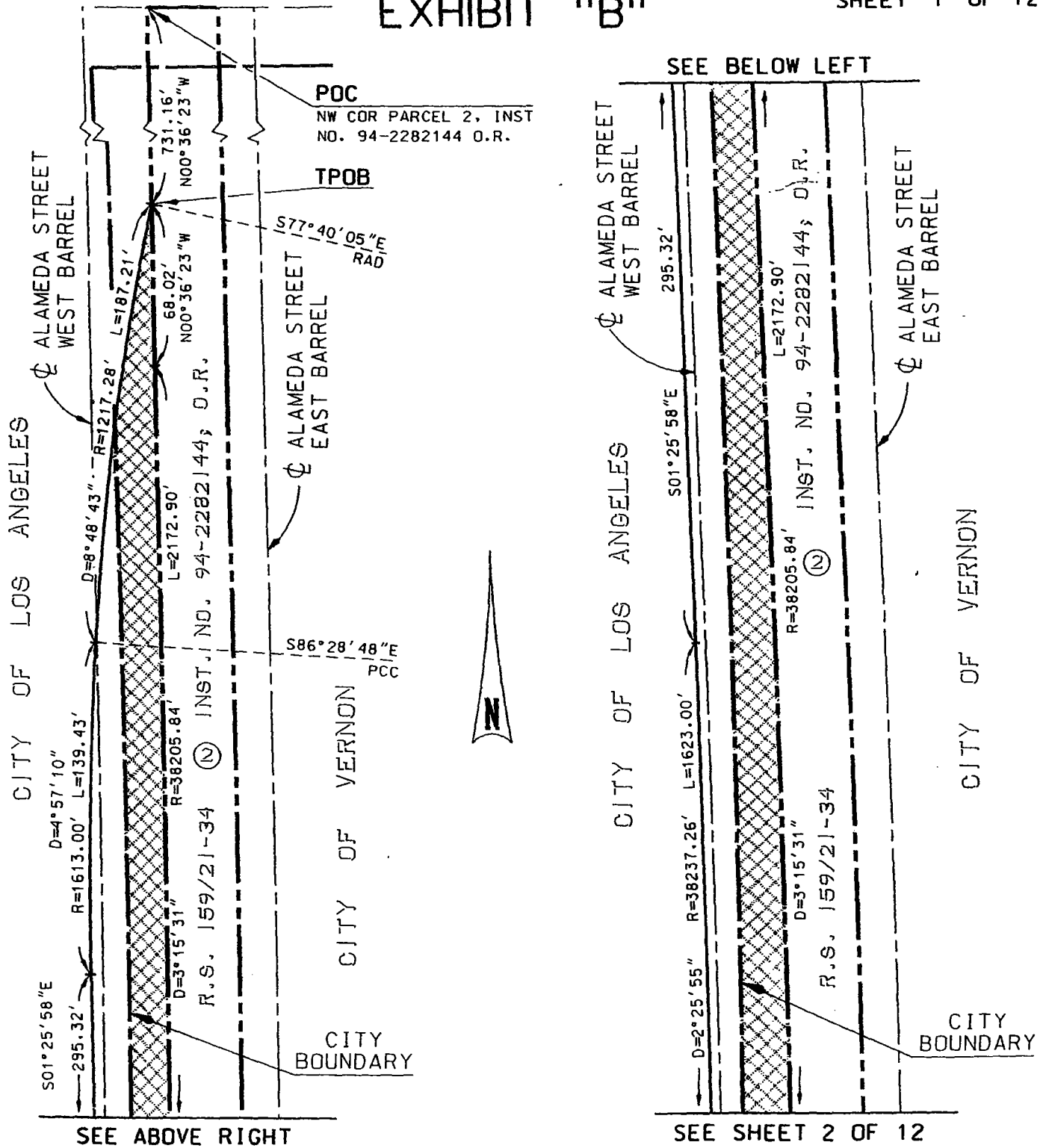
ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)

RECORD OF SURVEY REFERENCE: 159 / 21-34

NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SHEET 1 OF 12



SEE ABOVE RIGHT

SEE SHEET 2 OF 12

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

**MC-617
 CITY OF VERNON**

CONTRACT NO.:

SCALE: 1" = 60'

DATE:

DRAWN BY: DB

CHECKED BY: DK

SHT OF

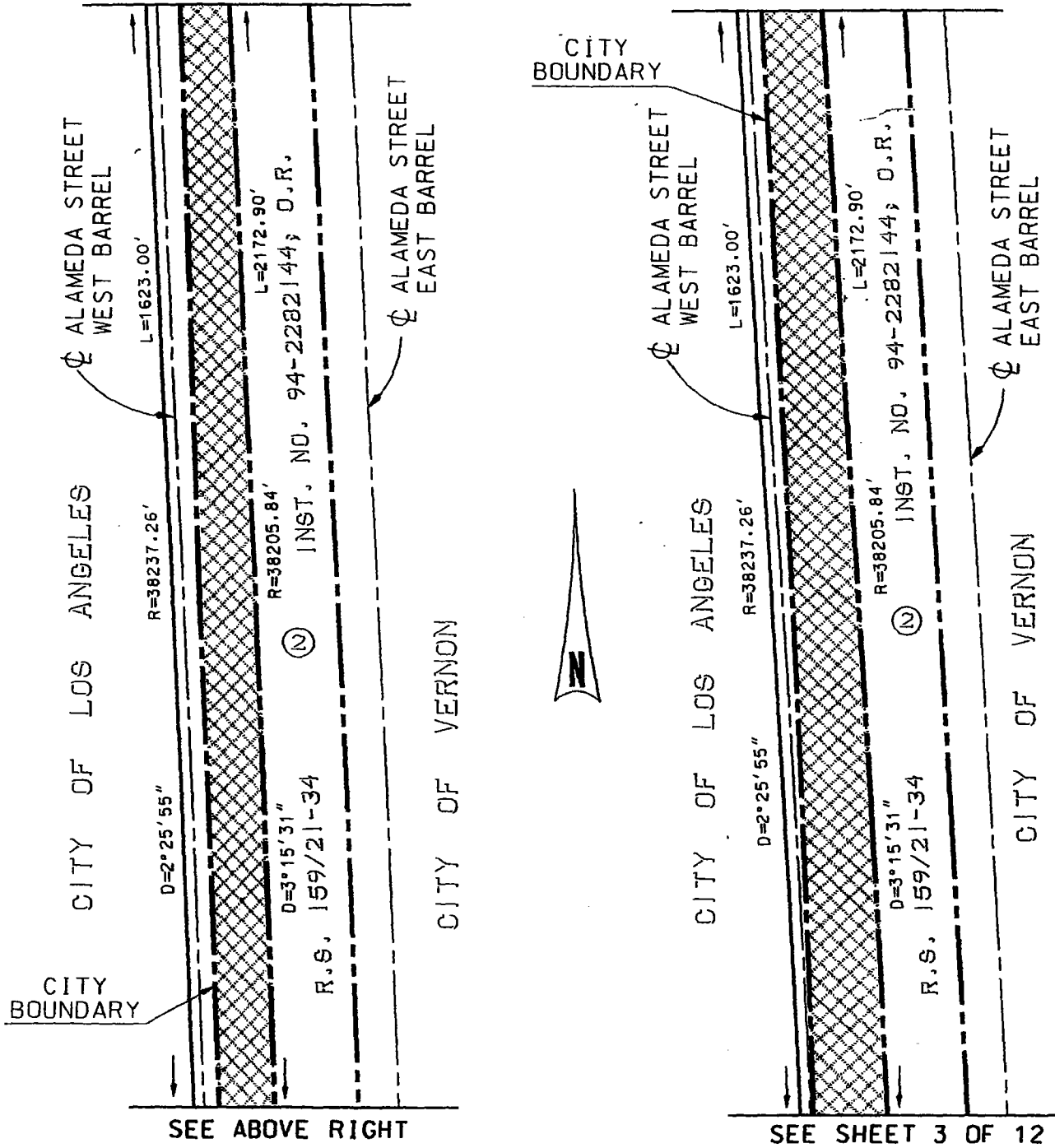
EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		The coordinates, bearings & distances shown on this map are grid values & are calculated inverses based upon California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates.		
GRANTED TO: ACTA / PORTS				
NEARBY INTERSECTING STREETS: NA				
ACTA-2 STA.:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SHEET 2 OF 12

SEE SHEET 1 OF 12

SEE BELOW LEFT



SEE ABOVE RIGHT

SEE SHEET 3 OF 12

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	ALAMEDA CORRIDOR PARCEL PLAT	CONTRACT NO.:
		PREPARED BY:	MC-617 CITY OF VERNON

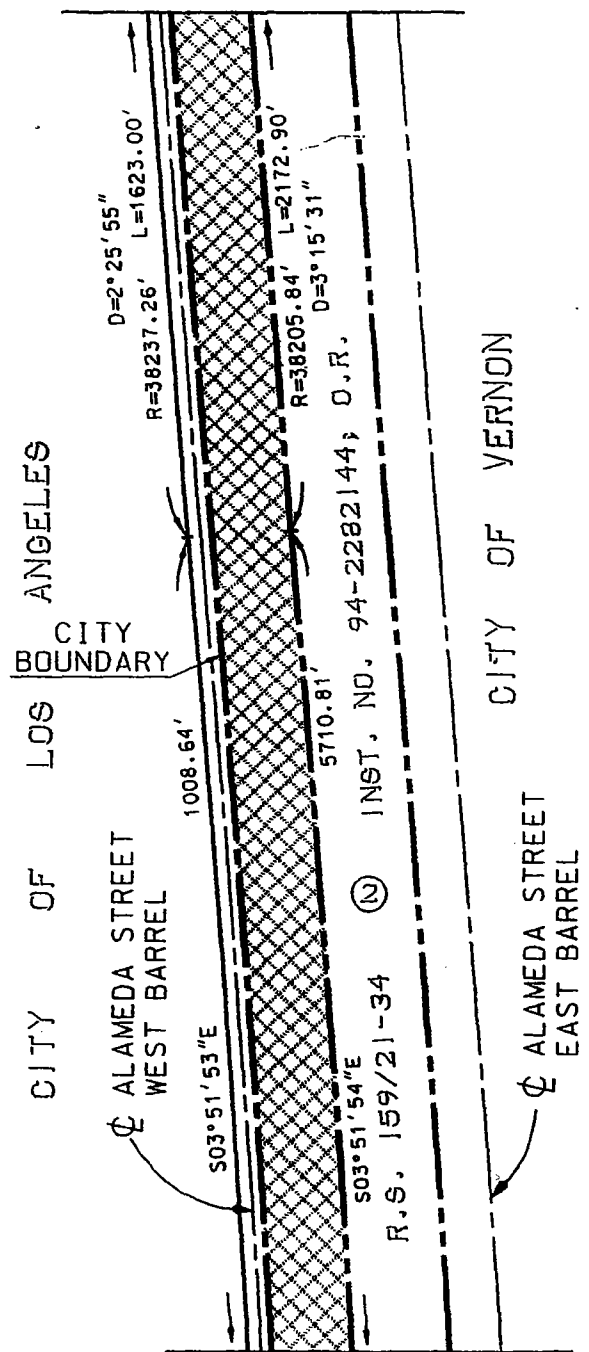
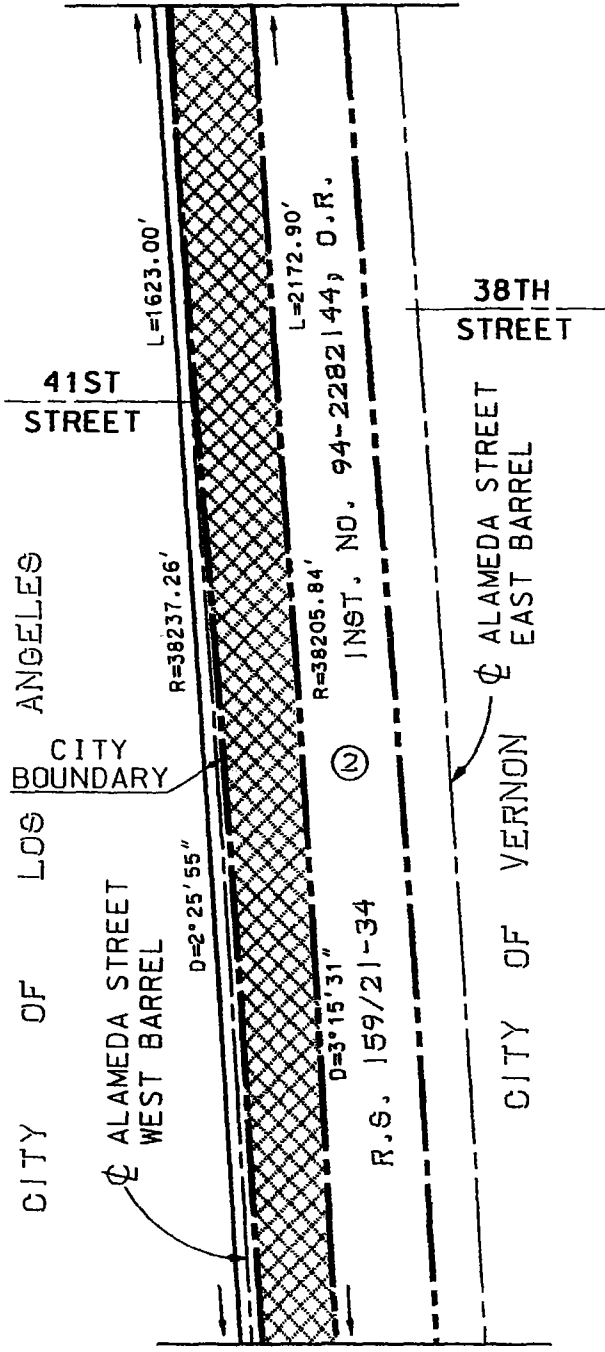
EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		The coordinates, bearings & distances shown on this map are grid values & are calculated inverses based upon California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates.	
GRANTED TO: ACTA / PORTS			
NEARBY INTERSECTING STREETS: NA			
ACTA-2 STA:	ACTA PARCEL REF.: NA		
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "B"

SHEET 3 OF 12

SEE SHEET 2 OF 12

SEE BELOW LEFT



SEE ABOVE RIGHT

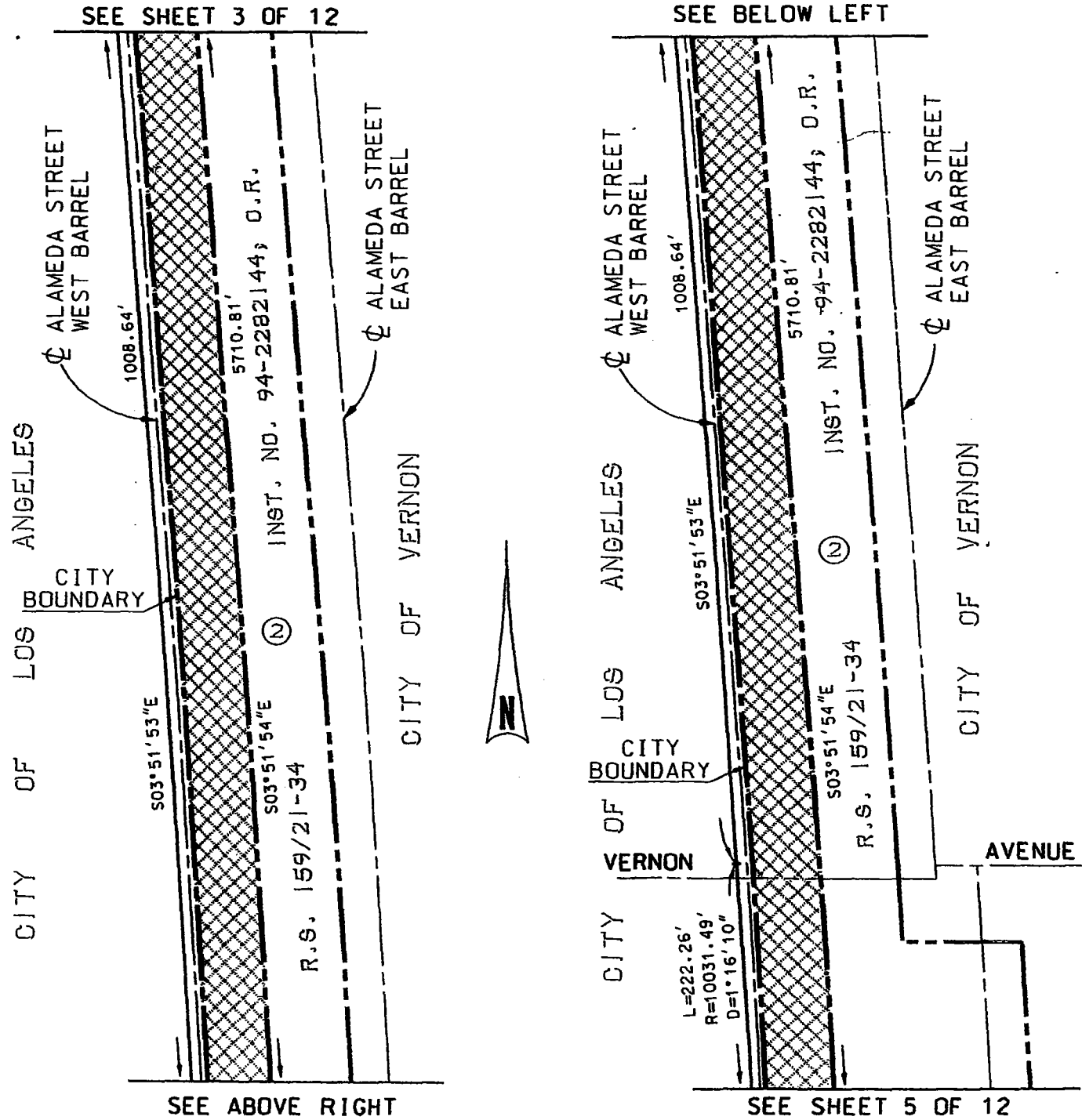
SEE SHEET 4 OF 12

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT MC-617 CITY OF VERNON	CONTRACT NO.:
		SCALE: 1" = 60'
PREPARED BY:	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DATE:
		DRAWN BY: DB
		CHECKED BY: DK
		SHT OF


EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.		
GRANTED TO: ACTA / PORTS				
NEARBY INTERSECTING STREETS: NA				
ACTA-2 STA:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SHEET 4 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

MC-617
 CITY OF VERNON

CONTRACT NO.:	
SCALE: 1" = 60'	
DATE:	
DRAWN BY: DB	
CHECKED BY: DK	
SHT OF	

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH

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.

GRANTED TO: ACTA / PORTS

NEARBY INTERSECTING STREETS: NA

ACTA-2 STA:

ACTA PARCEL REF.: NA

ACTA CROSSING NO.: NA

ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)

RECORD OF SURVEY REFERENCE: 159 / 21-34

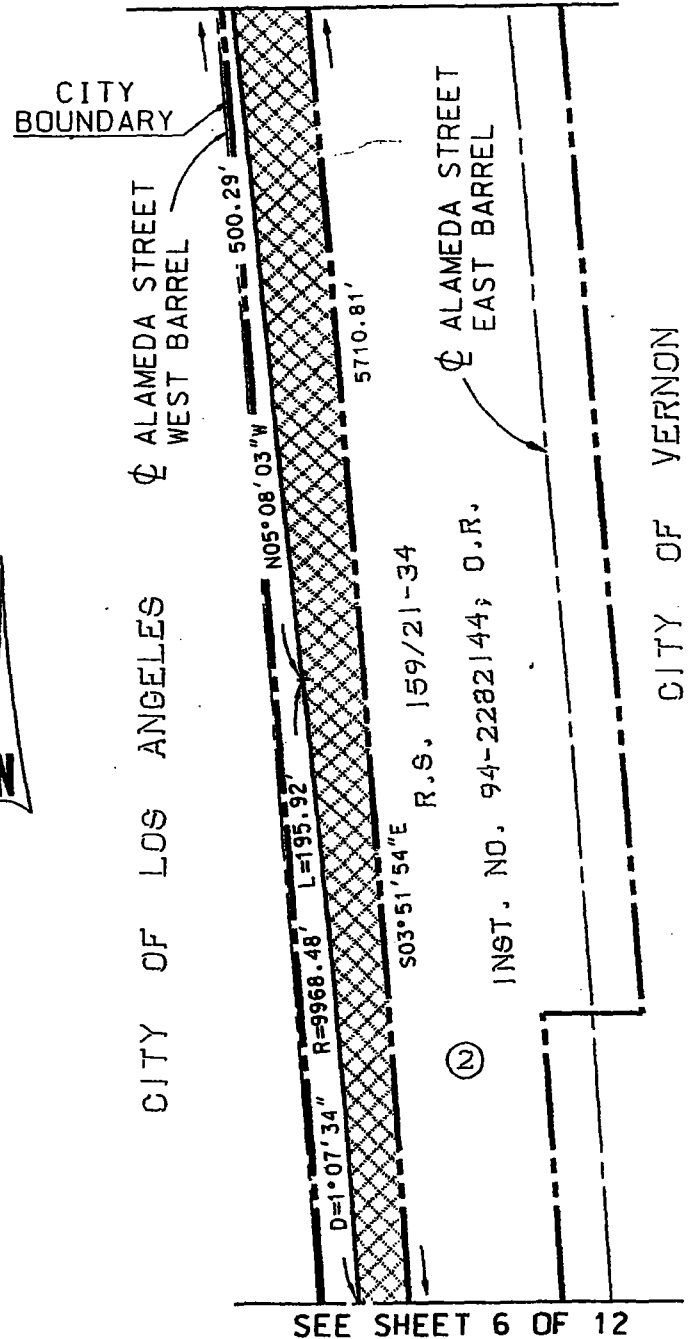
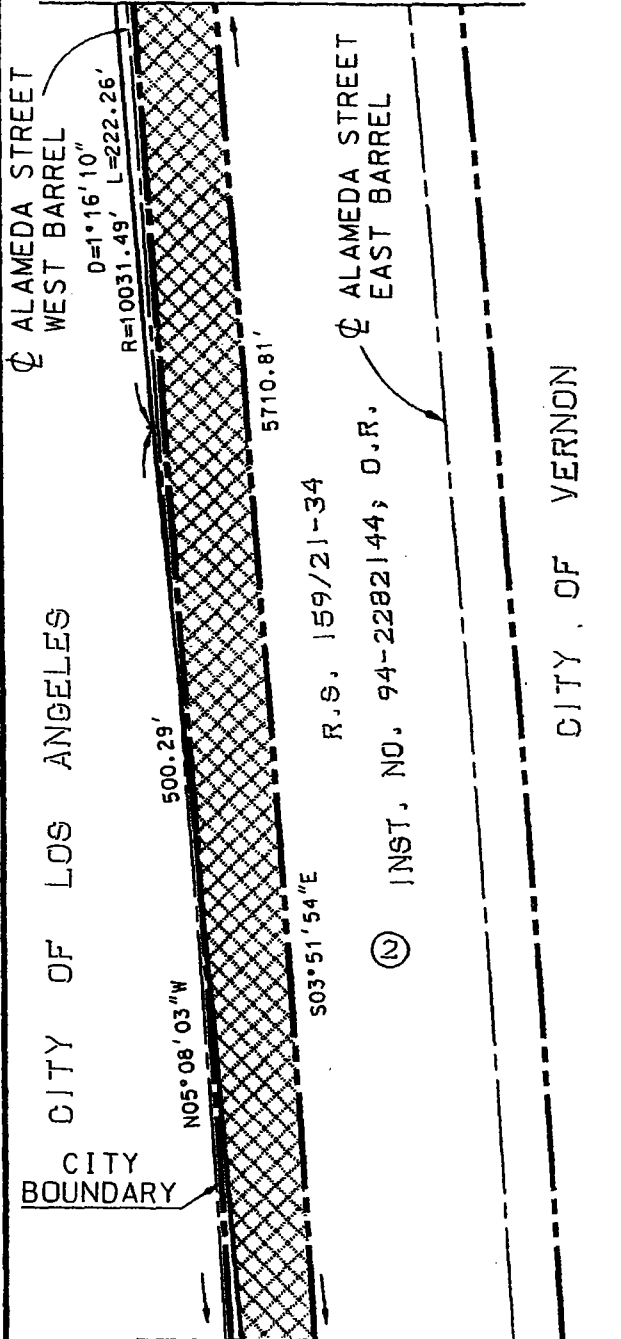
NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SHEET 5 OF 12

SEE SHEET 4 OF 12


SEE BELOW LEFT



SEE ABOVE RIGHT

SEE SHEET 6 OF 12

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT**

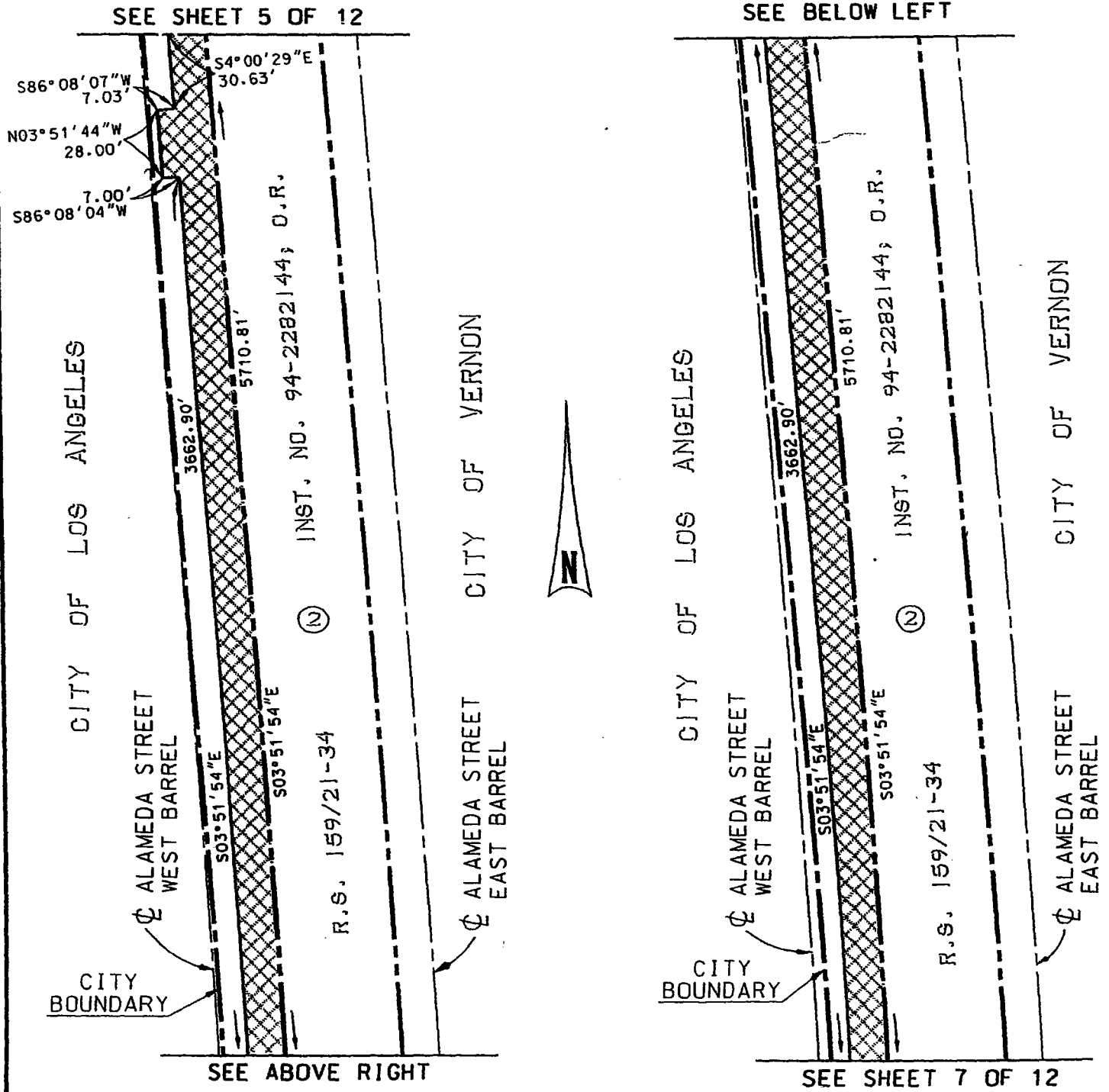
MC-617
CITY OF VERNON

CONTRACT NO.:	
SCALE:	1" = 60'
DATE:	
DRAWN BY:	DB
CHECKED BY:	DK
SHT	OF

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.		
GRANTED TO: ACTA / PORTS				
NEARBY INTERSECTING STREETS: NA				
ACTA-2 STA:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: 159 / 21-34				

EXHIBIT "B"

SHEET 6 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

**MC-617
 CITY OF VERNON**

CONTRACT NO.:
SCALE: 1" = 60'
DATE:
DRAWN BY: DB
CHECKED BY: DK
SHT OF

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH

GRANTED TO: ACTA / PORTS

NEARBY INTERSECTING STREETS: NA

ACTA-2 STA:

ACTA PARCEL REF.: NA

ACTA CROSSING NO.: NA

ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)

RECORD OF SURVEY REFERENCE: 159 / 21-34

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.

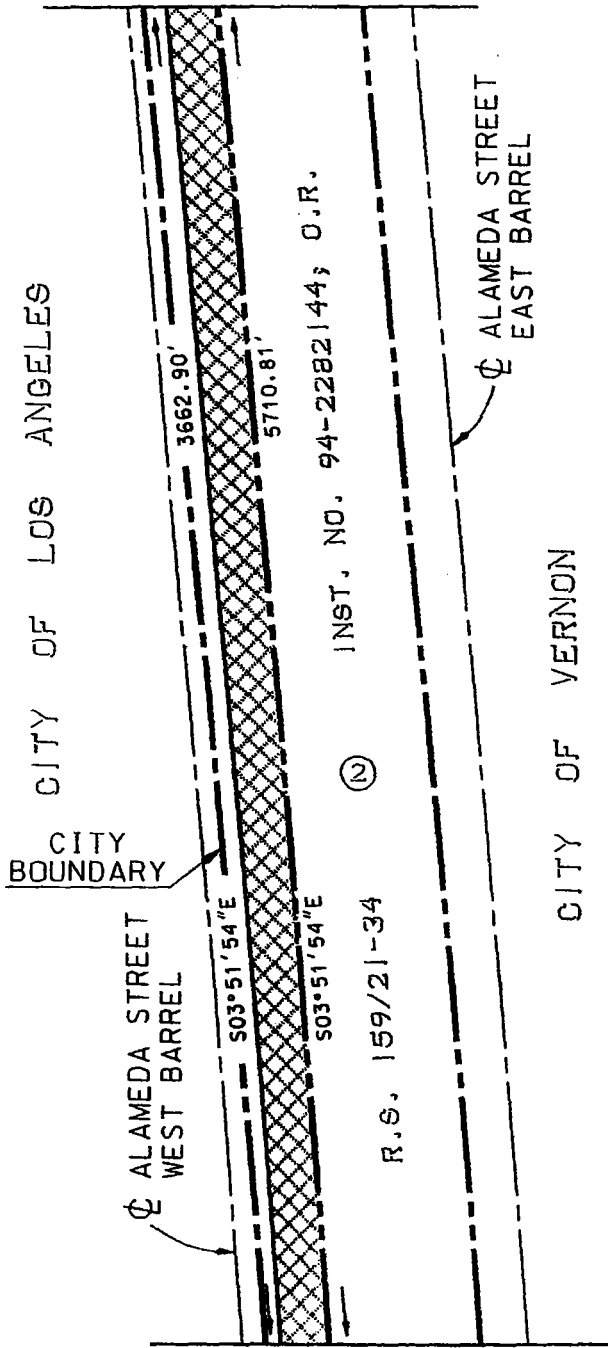
NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

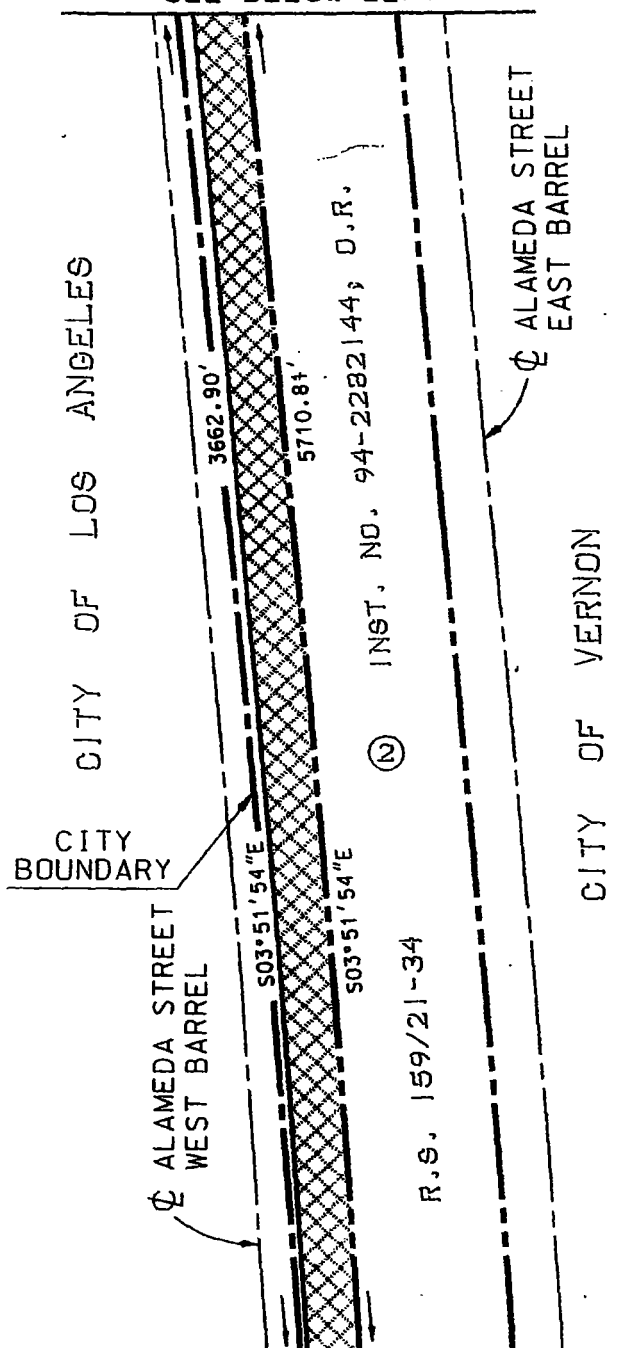
SHEET 7 OF 12

SEE SHEET 6 OF 12

SEE BELOW LEFT



SEE ABOVE RIGHT



SEE SHEET 8 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT**

**MC-617
CITY OF VERNON**

CONTRACT NO.:

SCALE: 1" = 60'

DATE:

DRAWN BY: DB

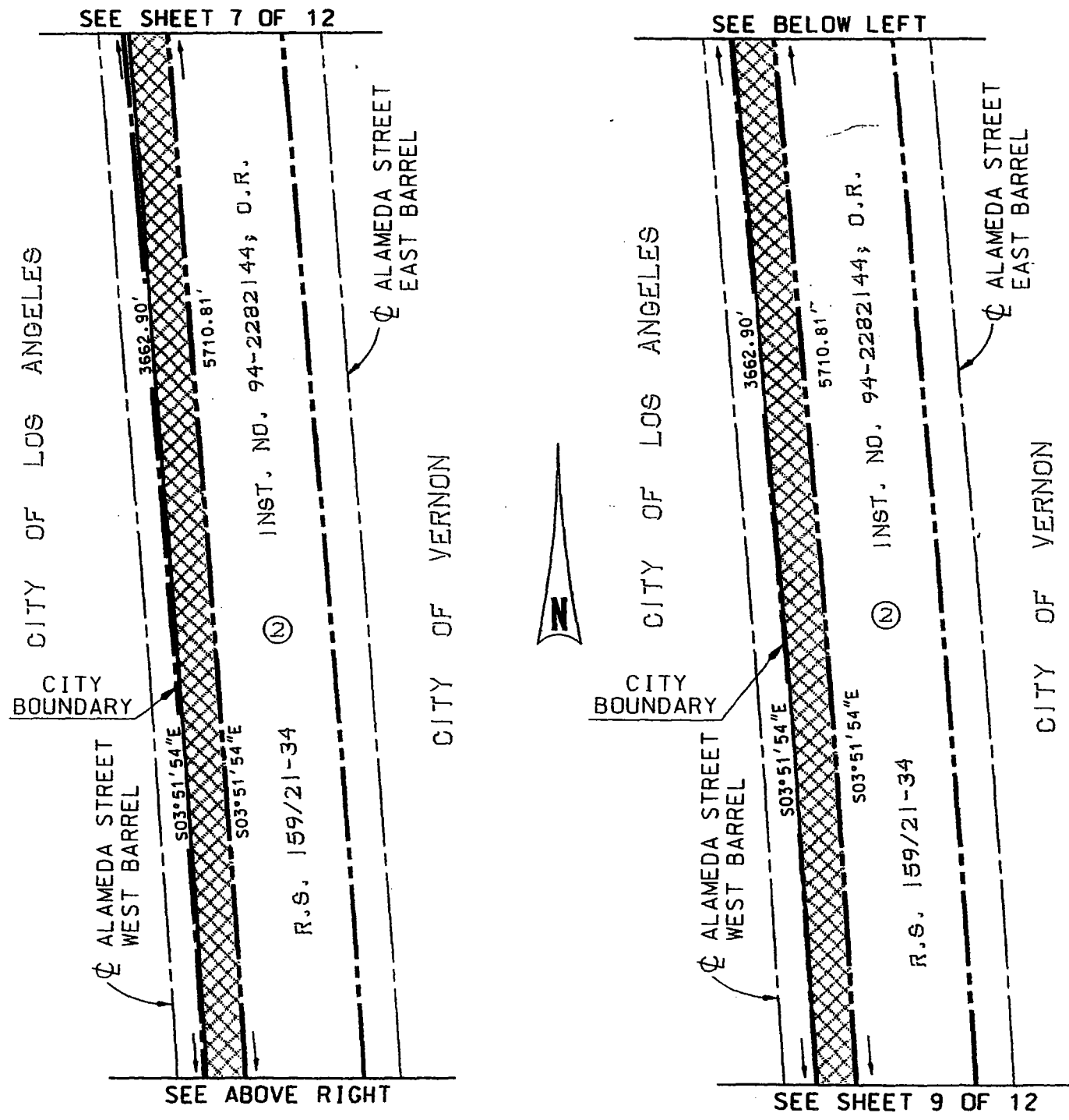
CHECKED BY: DK

SHT OF

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.	
GRANTED TO: ACTA / PORTS			
NEARBY INTERSECTING STREETS: NA			
ACTA-2 STA:	ACTA PARCEL REF.: NA		
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "B"

SHEET 8 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

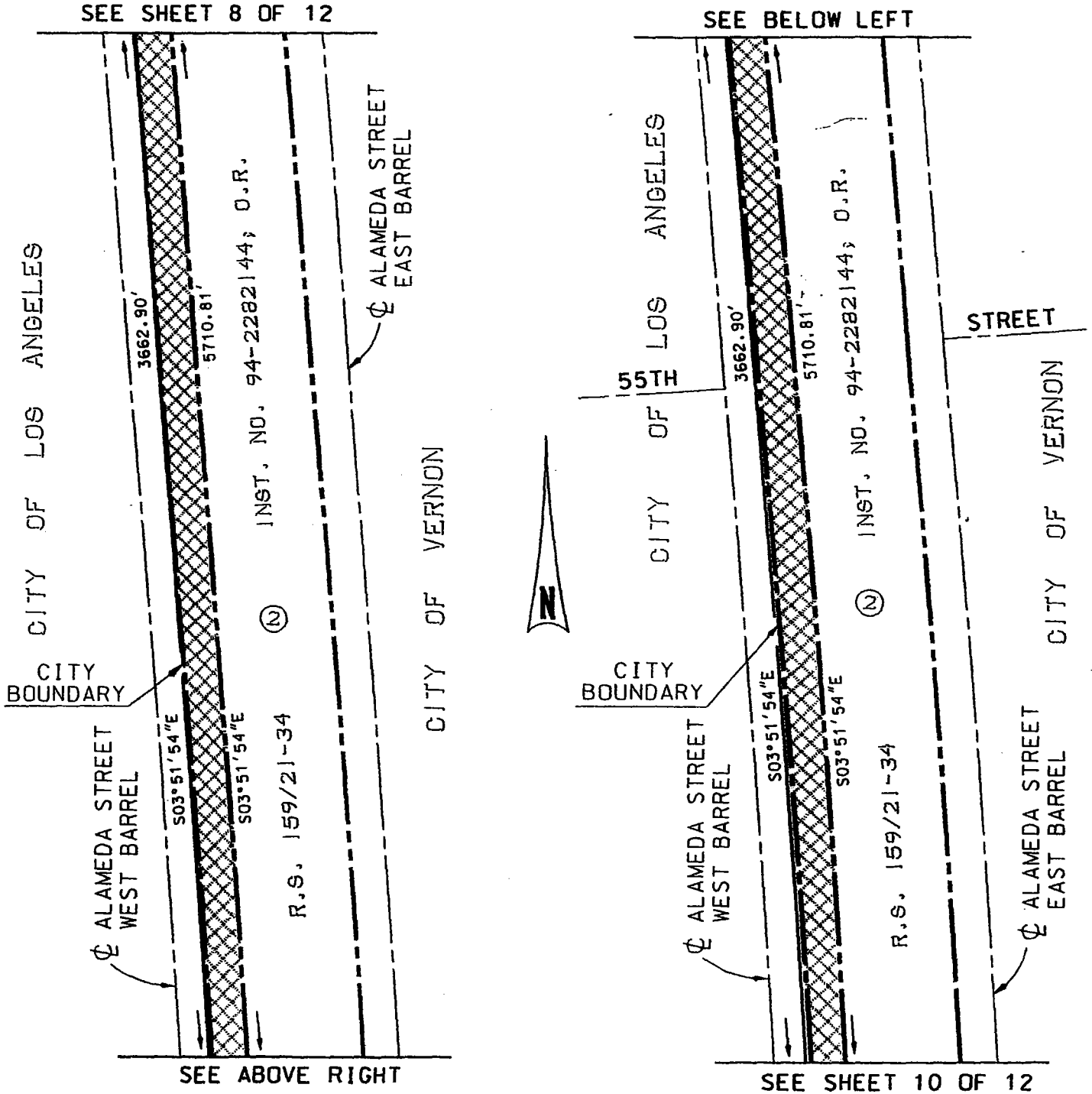
MC-617
 CITY OF VERNON

CONTRACT NO.:	
SCALE: 1" = 60'	
DATE:	
DRAWN BY: DB	
CHECKED BY: DK	
SHT OF	

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.	
GRANTED TO: ACTA / PORTS			
NEARBY INTERSECTING STREETS: NA			
ACTA-2 STA:	ACTA PARCEL REF.: NA		
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "B"

SHEET 9 OF 12

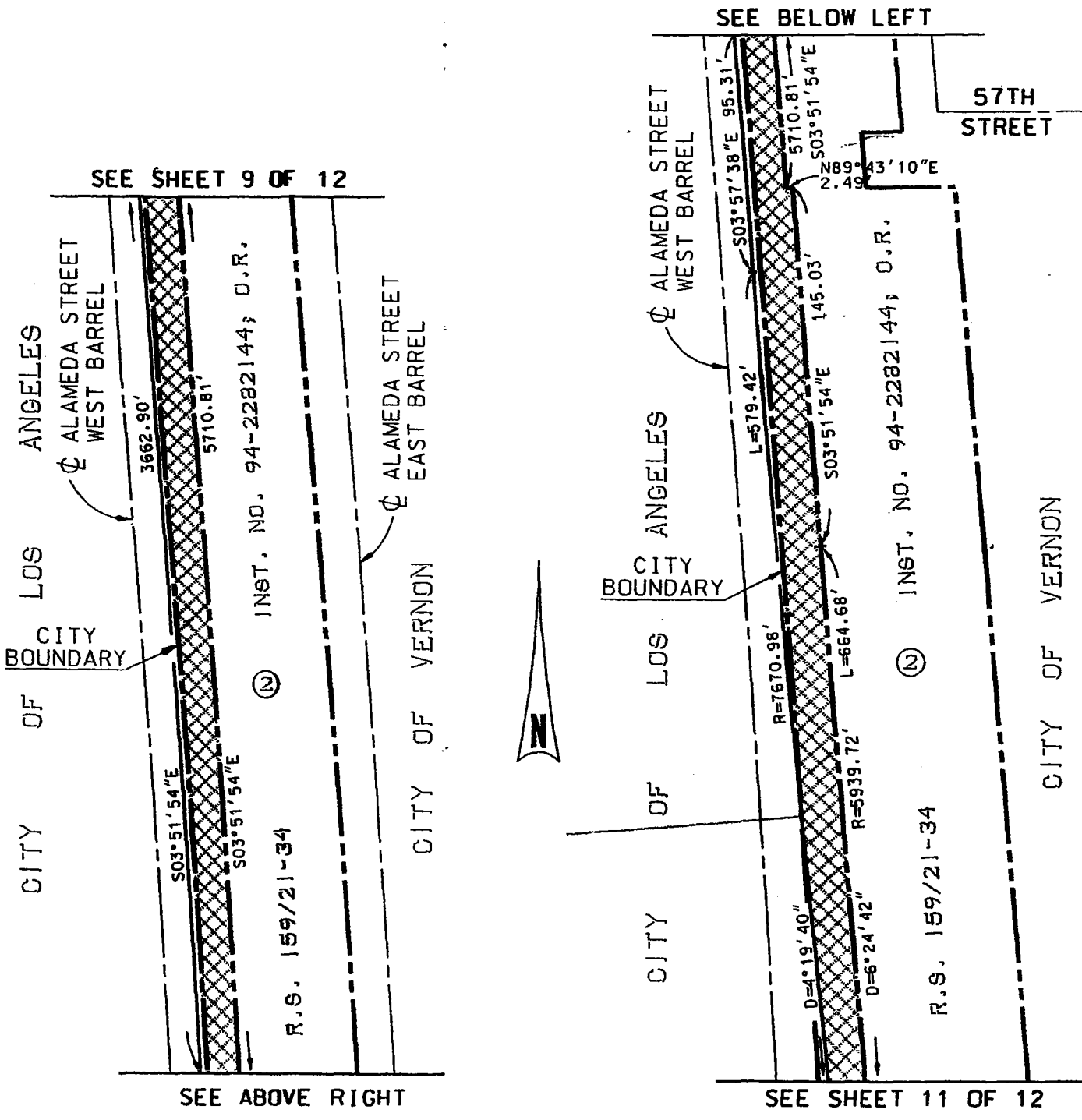


ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	ALAMEDA CORRIDOR PARCEL PLAT		CONTRACT NO.:
		MC-617 CITY OF VERNON		SCALE: 1" = 60' DATE: DRAWN BY: DB CHECKED BY: DK SHT OF

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.		
GRANTED TO: ACTA / PORTS				
NEARBY INTERSECTING STREETS: NA				
ACTA-2 STA:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SHEET 10 OF 12



<p>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT</p>	<p>ALAMEDA CORRIDOR PARCEL PLAT</p> <p>MC-617 CITY OF VERNON</p>	CONTRACT NO.:
		SCALE: 1" = 60'
PREPARED BY:	<p>WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200</p>	DATE:
		DRAWN BY: DB
		CHECKED BY: DK
		SHT OF

LEGAL DESCRIPTION

EXHIBIT "A"

MC-680

That portion of Alameda Street, 20 feet wide, in the City of Vernon, County of Los Angeles, State of California, as shown on the map of Tract No. 1561 recorded in Book 290 Page 80 of Maps, in the office of the County Recorder of said County, described as follows:

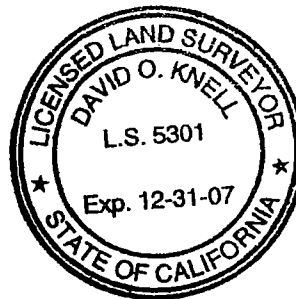
Commencing at the northeasterly corner of Parcel 2 as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144 of Official Records of said County, and as shown on the Record of Survey filed in Book 159 Pages 21 through 34, inclusive, of Records of Survey, records of said County; thence, along the easterly line of said Parcel 2, also being the westerly line of said Alameda Street, South $00^{\circ}36'23''$ East, 620.08 feet to the True Point of Beginning, being the beginning of a nontangent curve, concave southeasterly and having a radius of 1218.28 feet, a radial line of said curve to which point bears North $72^{\circ}15'47''$ West; thence northeasterly along said curve 59.24 feet through a central angle of $2^{\circ}47'09''$ to the easterly line of said Alameda Street; thence along said easterly line, Nontangent South $00^{\circ}36'23''$ East, 236.64 feet to the beginning of a nontangent curve concave southeasterly and having a radius of 1154.28 feet, a radial line of said curve to which point bears North $80^{\circ}30'06''$ West; thence southerly along said curve, 120.44 feet through a central angle of $5^{\circ}58'42''$ feet; thence South $03^{\circ}31'12''$ West, 64.43 feet to said westerly line of Alameda Street, being a Nontangent curve concave easterly and having a radius of 38175.84 feet, a radial line of said curve to which point bears South $89^{\circ}06'53''$ West; thence northerly along said curve and westerly line, 185.82 feet through a central angle of $00^{\circ}16'44''$; thence, continuing along said westerly line, North $00^{\circ}36'23''$ West, 178.88 feet to the True Point of Beginning.

The distances used in the above description are grid distances based on the California Coordinate System of 1983, Zone 5. Divide all distances used in the above description by the mean combination factor of 1.00000522 to obtain ground distances.

See Exhibit "B" attached hereto and by this reference made a part hereof

Prepared under the direction of:

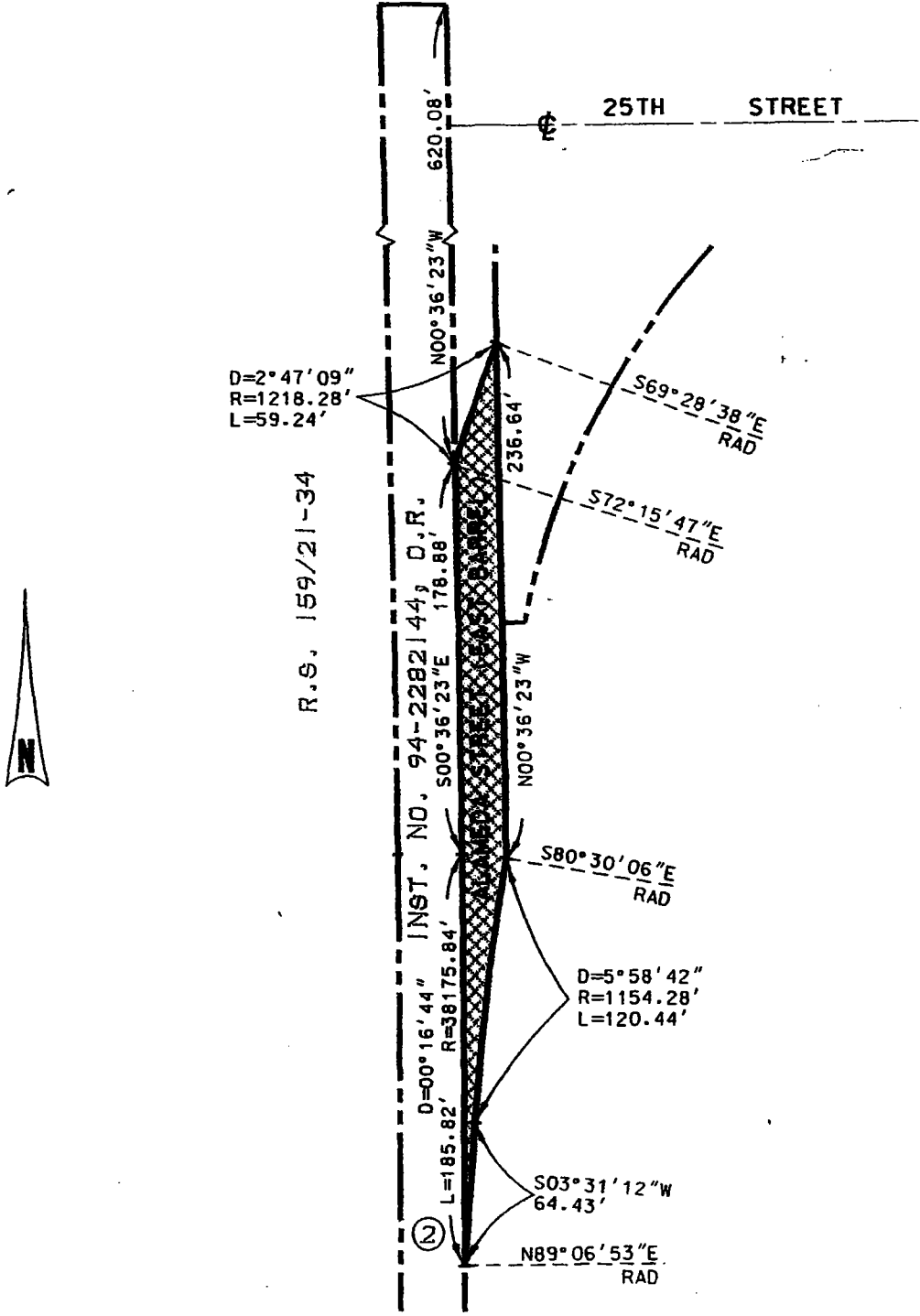
David O. Knell 6-17-04
David O. Knell PLS 5301 Date



C:\wpdocs\acta2003.doc
June 16, 2004

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.		
GRANTED TO: ACTA / PORTS				
NEARBY INTERSECTING STREETS: NA				
ACTA-2 STA:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)			
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT MC-680 CITY OF VERNON	CONTRACT NO.: SCALE: 1" = 80' DATE: DRAWN BY: DB CHECKED BY: DK SHT OF
	PREPARED BY: WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200		

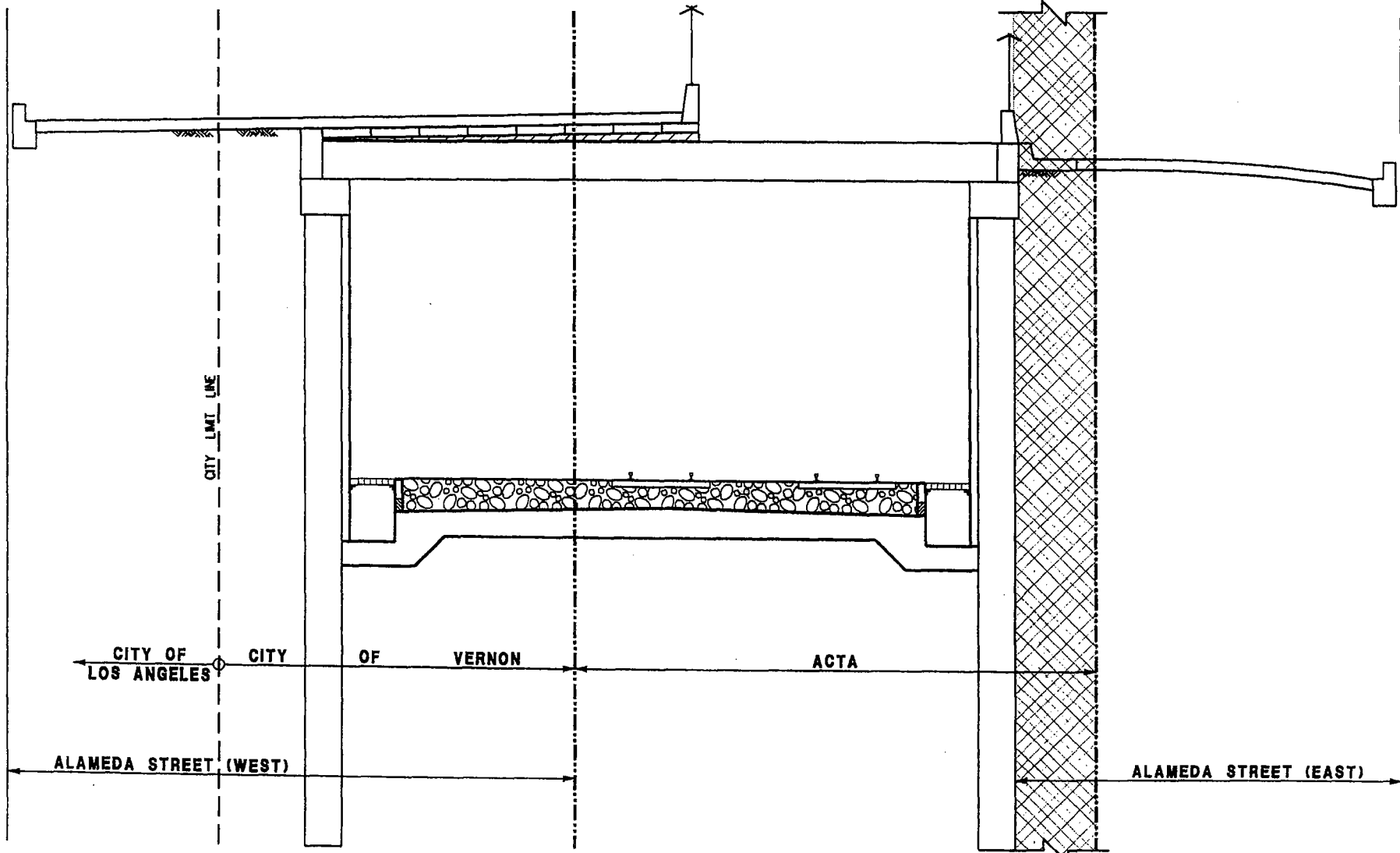
CITY OF VERNON

GRANT DEED ATTACHMENT No. 5

“DEFINITION DEPICTIONS”

(This Attachment 5 contains fourteen pages including this cover page and consists of thirteen definition drawings of the Trench.)

EXHIBIT "A"



- 2 -

DEFINITION DRAWING:

 "ACTA ADJOINING PROPERTY"


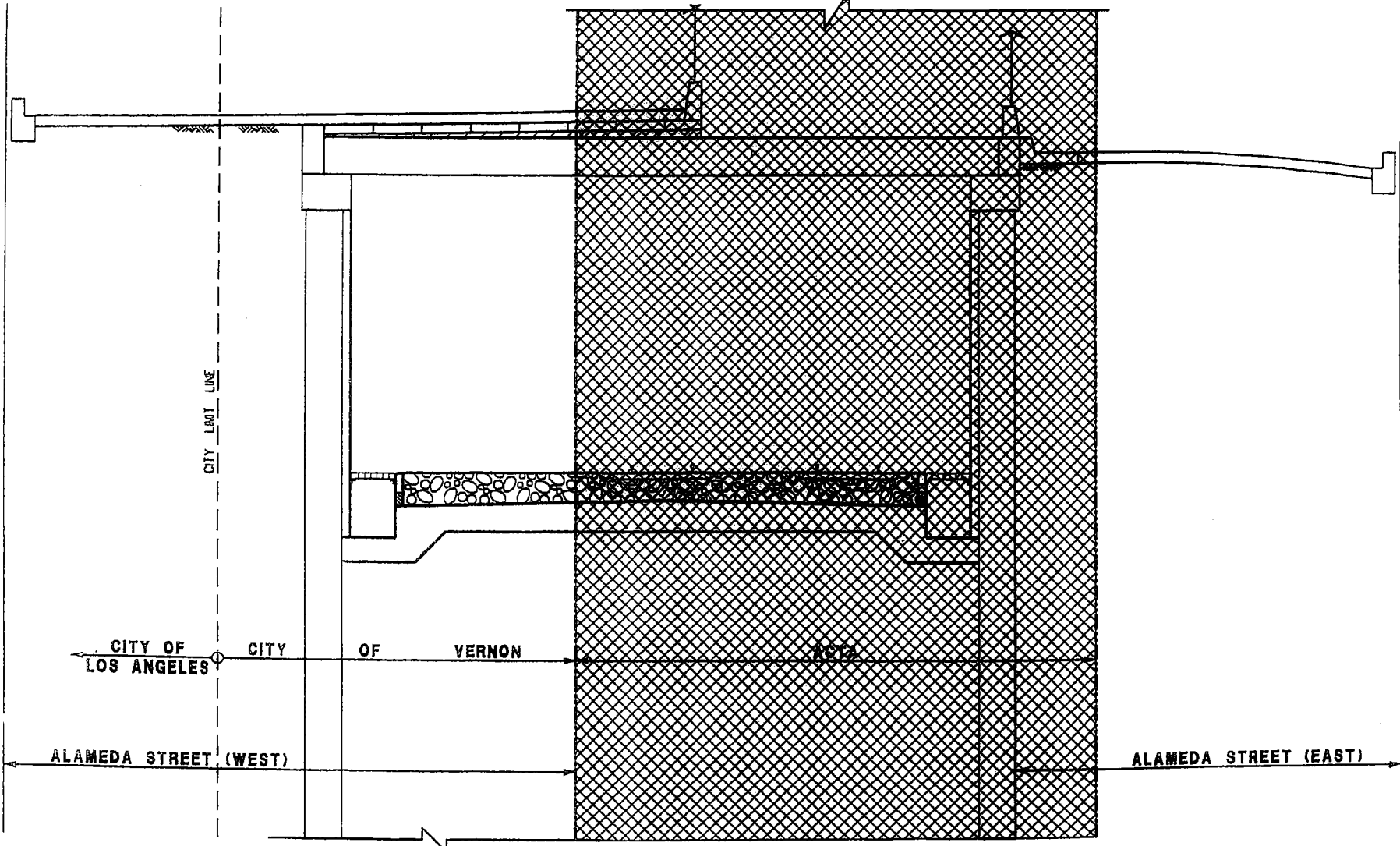
 ALAMEDA CORRIDOR ENGINEERING TEAM <small>David M.</small>	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY		ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT
	SUBMITTED _____ APPROVED _____	NOT APPLICABLE NOT APPLICABLE	


EXHIBIT "B"



- 3 -

DEFINITION DRAWING:

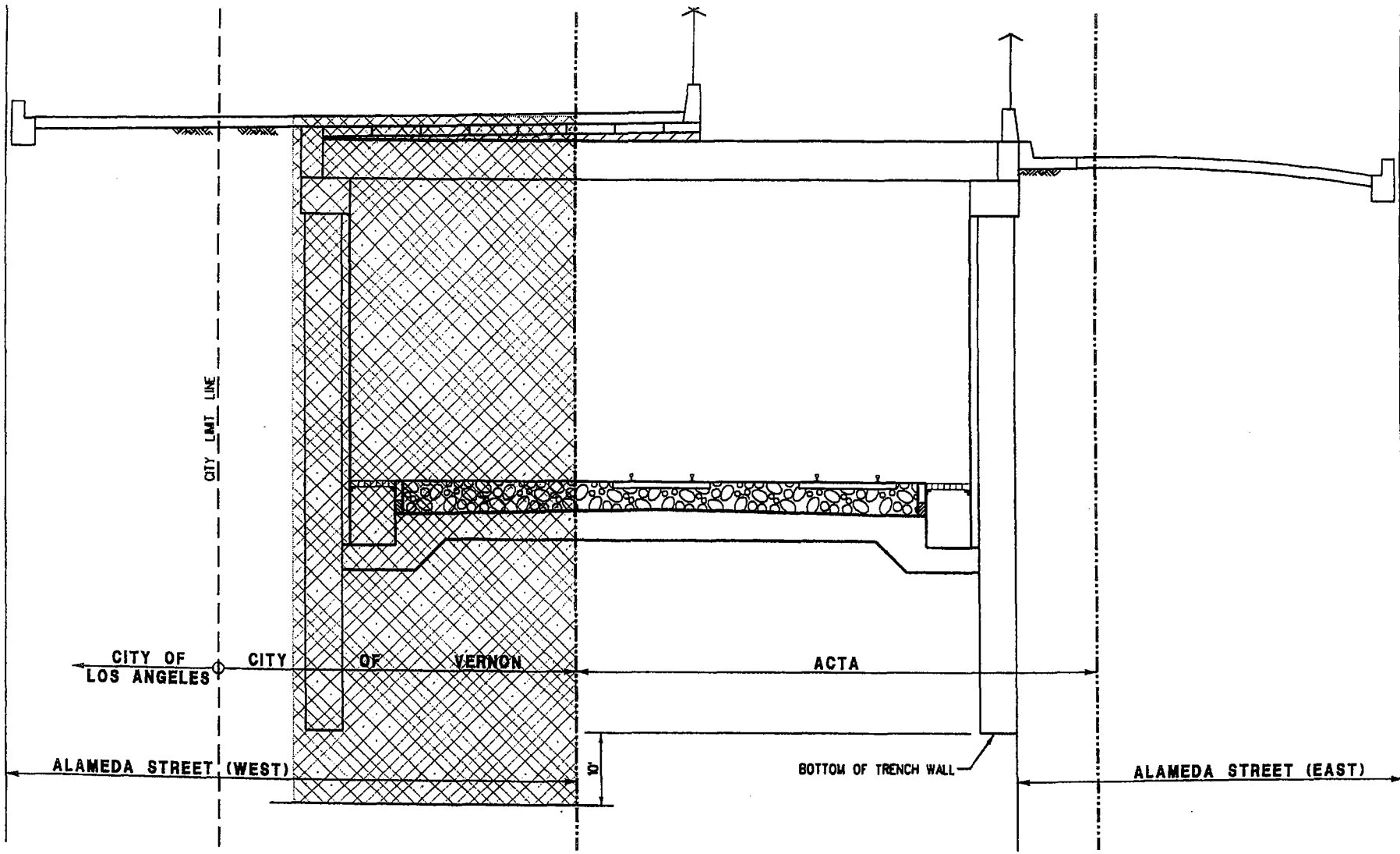
 "ACTA PROPERTY"

 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY <small>ALAMEDA CORRIDOR ENGINEERING TEAM CONSULTING ENGINEERS & ARCHITECTS 1000 S. MAIN STREET, SUITE 200 SAN JOSE, CA 95128 (408) 281-1000</small>	SUBMITTED: NOT APPLICABLE	ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON
	APPROVED: NOT APPLICABLE	

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17-207


EXHIBIT "C"



- 4 -

DEFINITION DRAWING:

 "ACTA TRENCH EASEMENT AREAS"

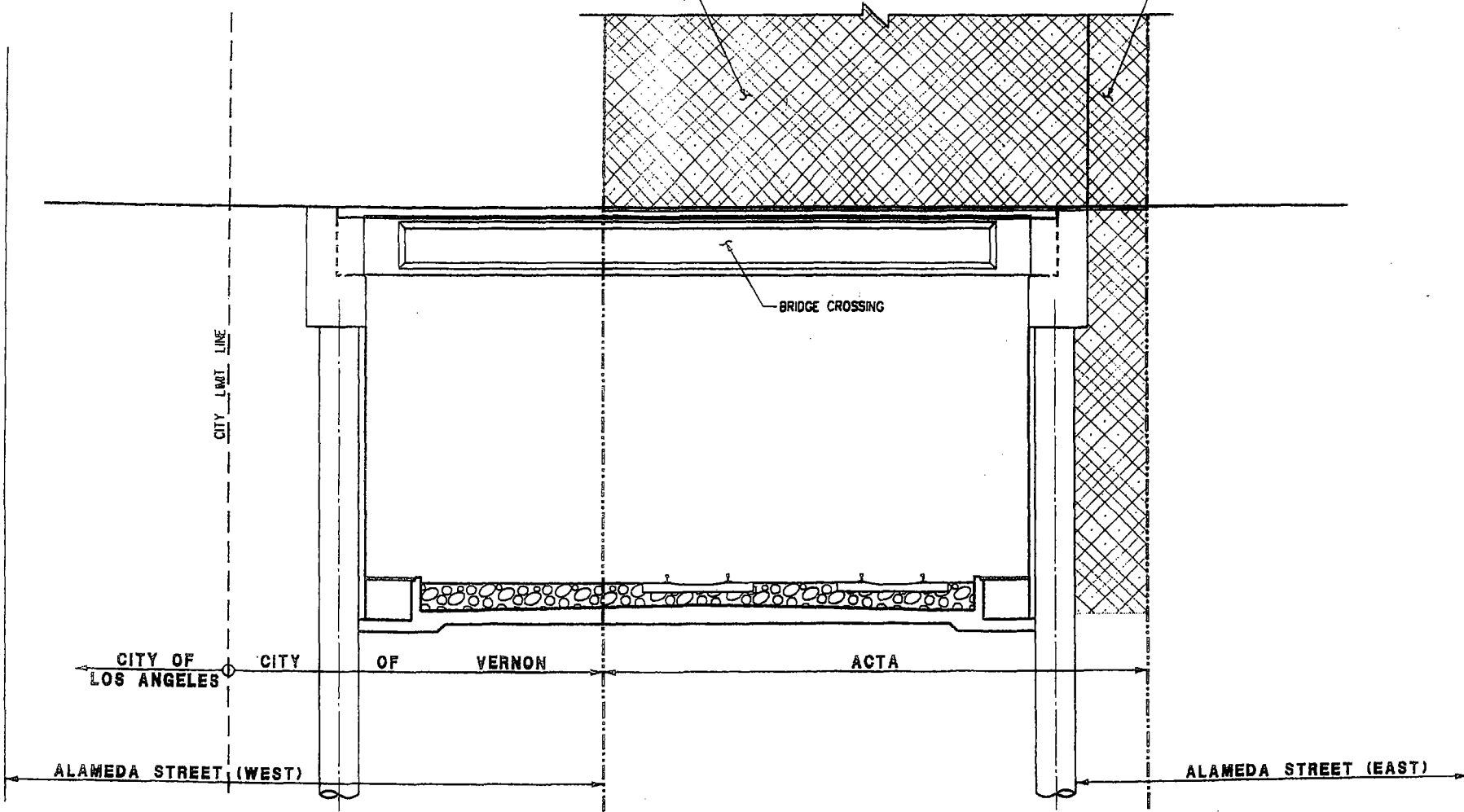
 ALAMEDA CORRIDOR ENGINEERING TEAM <small>David M. Brown, Principal & Designer Robert A. Adams, Designer Jeffrey S. Adams, Designer 19920</small>	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT
	NOT APPLICABLE	RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON

11/2/01

EXHIBIT "D1"

CITY EASEMENT AREA WITHIN
CORRIDOR CROSSING LOCATION
INCLUDING BELOW SURFACE CONDUITS

CITY EASEMENT AREA WITHIN CITY
NON-CORRIDOR CROSSING LOCATION



- 5 -

DEFINITION DRAWING:

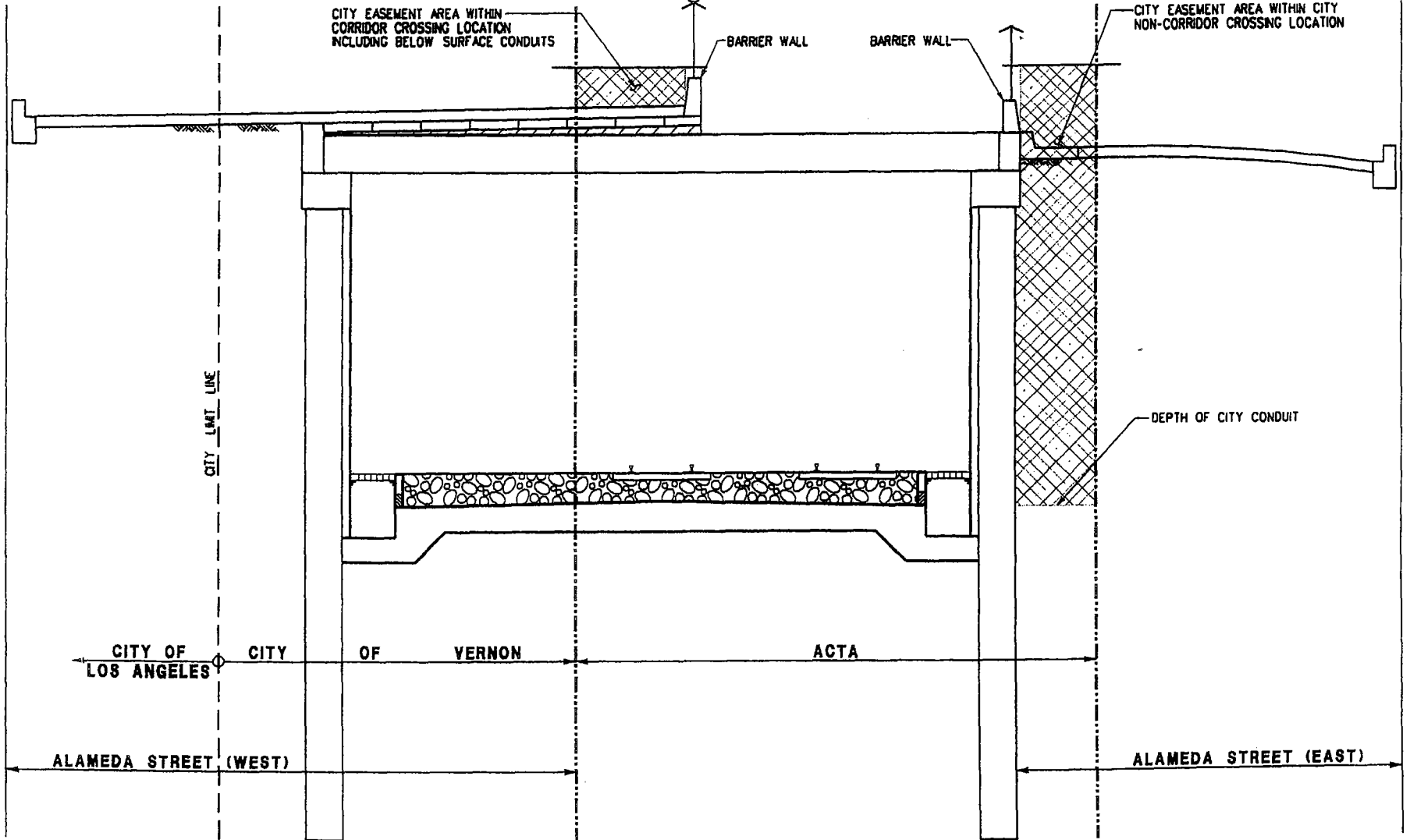
XXXX "CITY EASEMENT AREAS"

<p>ALAMEDA CORRIDOR ENGINEERING TEAM <small>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY CONSULTING ENGINEERS & ARCHITECTS 1000 ALAMEDA STREET, SUITE 200 OAKLAND, CA 94612 TEL: 415.774.3300</small></p>	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY		ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT
	SUBMITTED _____ APPROVED _____	NOT APPLICABLE NOT APPLICABLE	RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON

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7-117

EXHIBIT "D2"



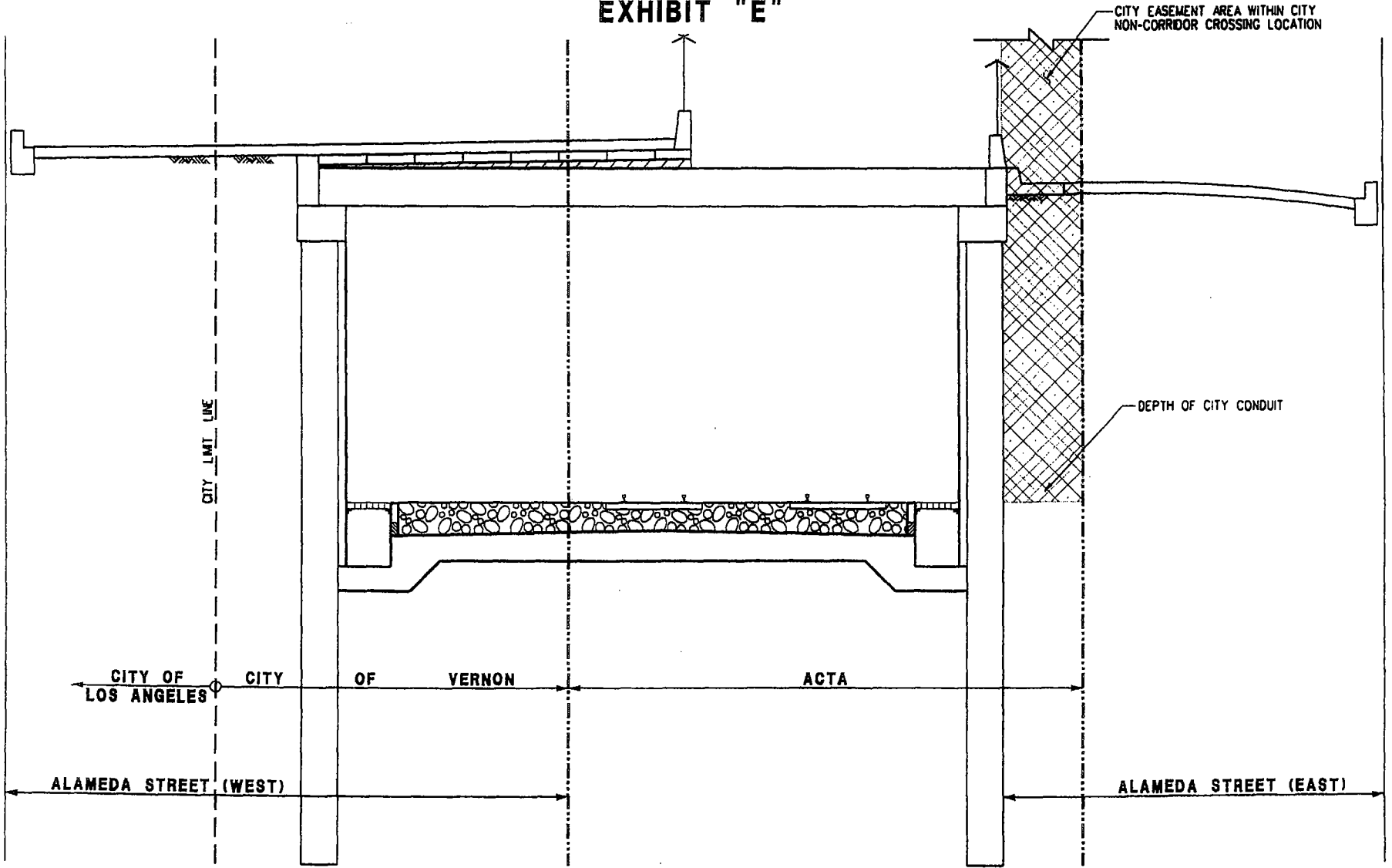
DEFINITION DRAWING:

XXXX "CITY EASEMENT AREAS"

<p>ALAMEDA CORRIDOR ENGINEERING TRUST <small>David Mark, Chairman & President Robert M. Adams, Chairman Richard J. G. Johnson, CEO</small></p>	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY		ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT
	SUBMITTED	NOT APPLICABLE	RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON
APPROVED	NOT APPLICABLE	h:\sect\100\lmc\c3\c3r300a.blr	


1/20/07

EXHIBIT "E"



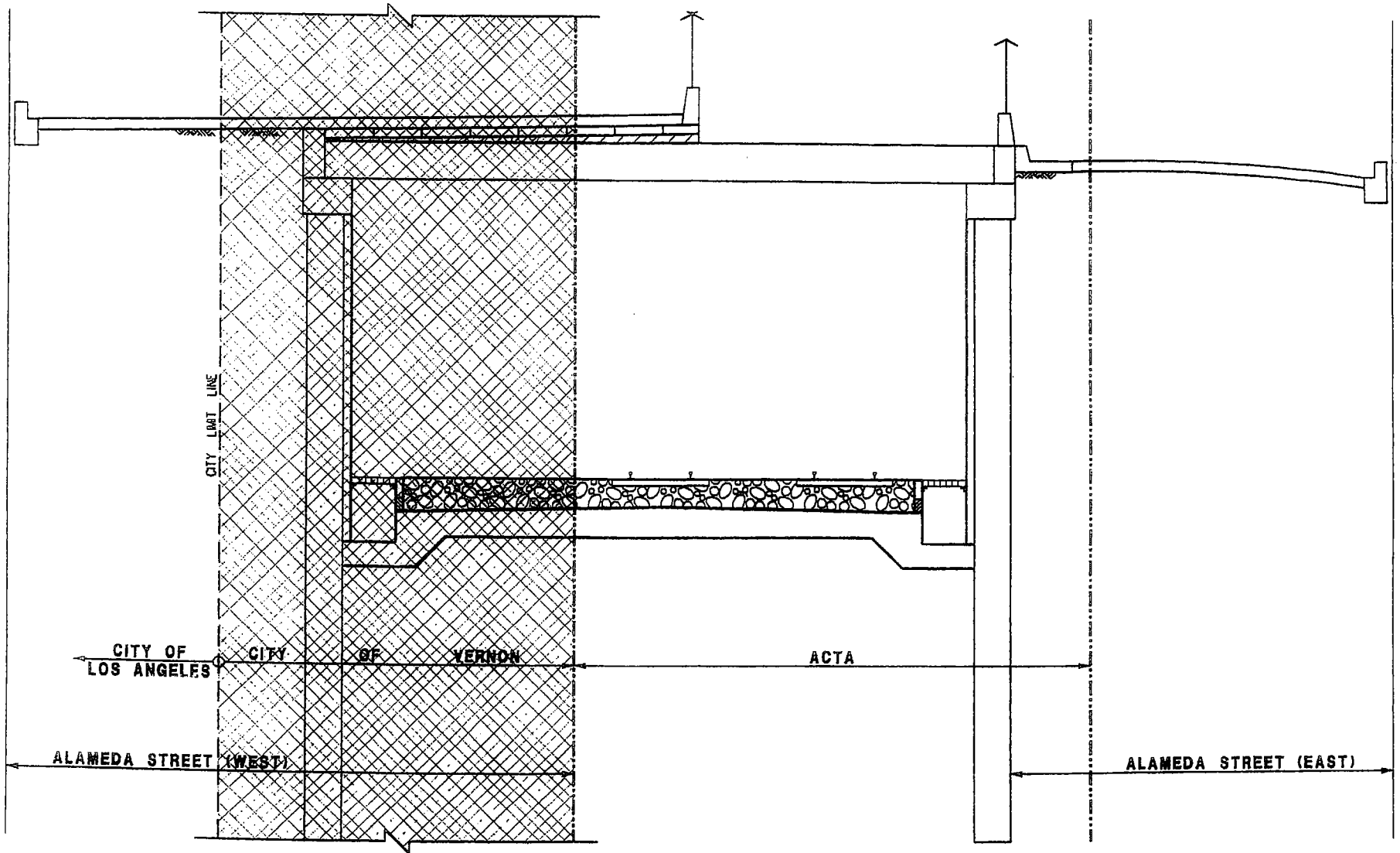
DEFINITION DRAWING:

 "CITY NON-CORRIDOR CROSSINGS LOCATION"

 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY <small>ALAMEDA CORRIDOR ENGINEERING TEAM</small> <small>ALAMEDA CORRIDOR ENGINEERING TEAM</small> <small>ALAMEDA CORRIDOR ENGINEERING TEAM</small> <small>ALAMEDA CORRIDOR ENGINEERING TEAM</small>	SUBMITTED	NOT APPLICABLE	ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON
	APPROVED	NOT APPLICABLE	

11-11

EXHIBIT "F"



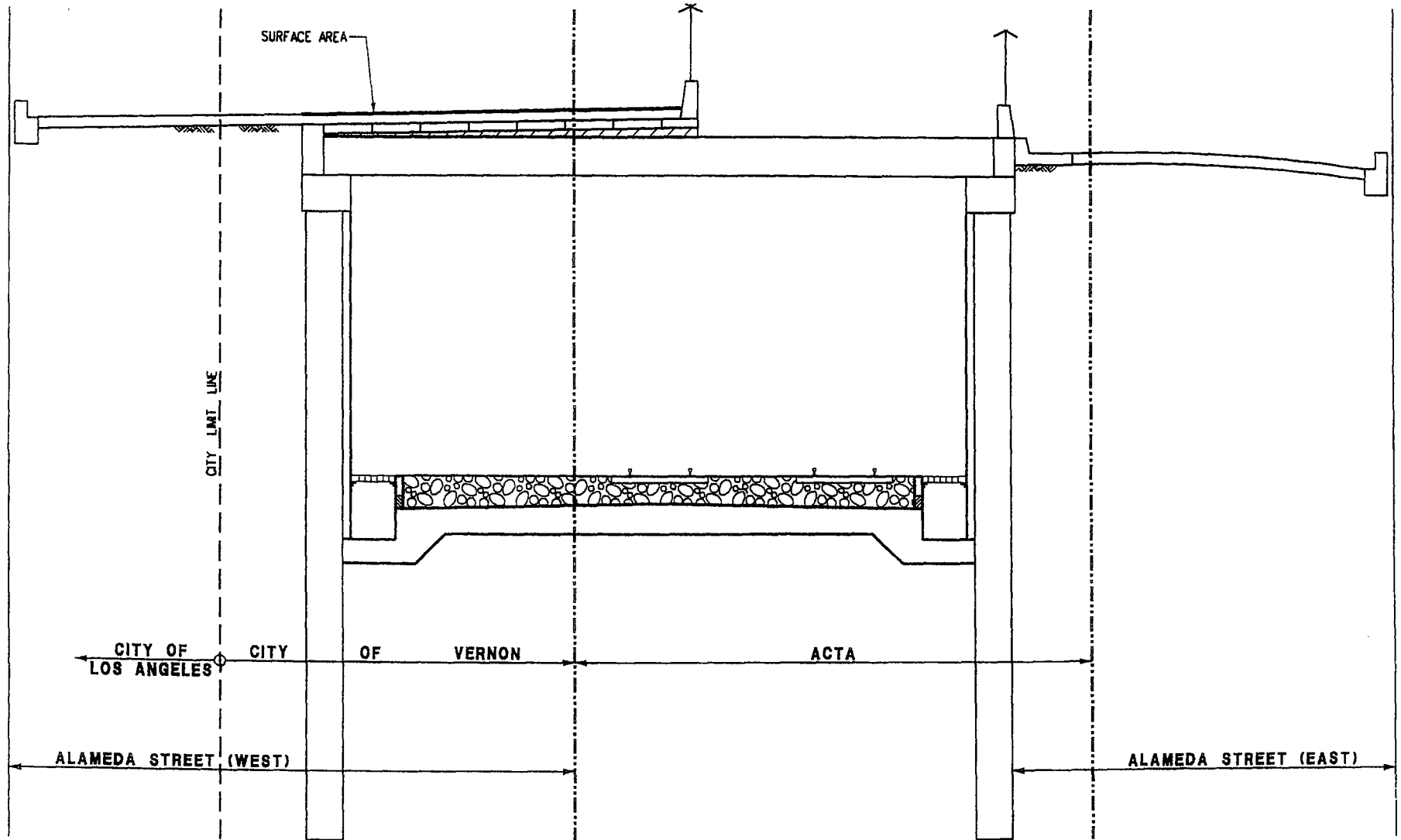
- 8 -

DEFINITION DRAWING:
 [Cross-hatched symbol] "CITY PROPERTY"

	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT
	ALAMEDA CORRIDOR ENGINEERING TEAM <small>ALAMEDA CORRIDOR ENGINEERING TEAM</small>	SUBMITTED: NOT APPLICABLE APPROVED: NOT APPLICABLE



11-20

EXHIBIT "G"



- 6 -

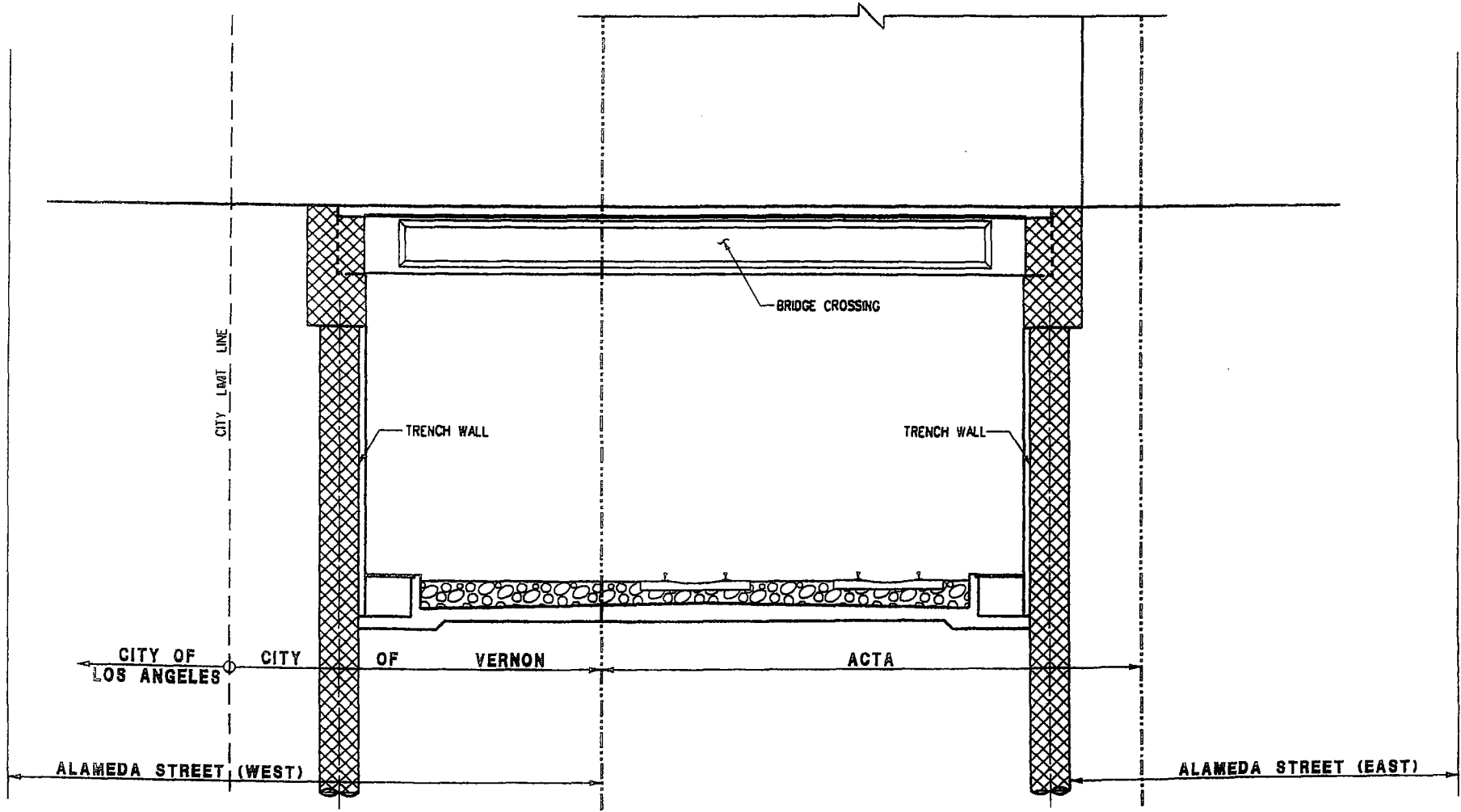
DEFINITION DRAWING:
 ——— "SURFACE AREA"

 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY		ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT	
 ALAMEDA CORRIDOR ENGINEERING TEAM <small>David M. Johnson, P.E., Manager Daniel S. Johnson, P.E., Engineer Christopher S. Johnson, P.E., Engineer TRUCKEE</small>		SUBMITTED: NOT APPLICABLE	RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON
		APPROVED: NOT APPLICABLE	


h:\vocat\vw\mc\c3\c3r292.c.blw

7/1/11

EXHIBIT "H1"

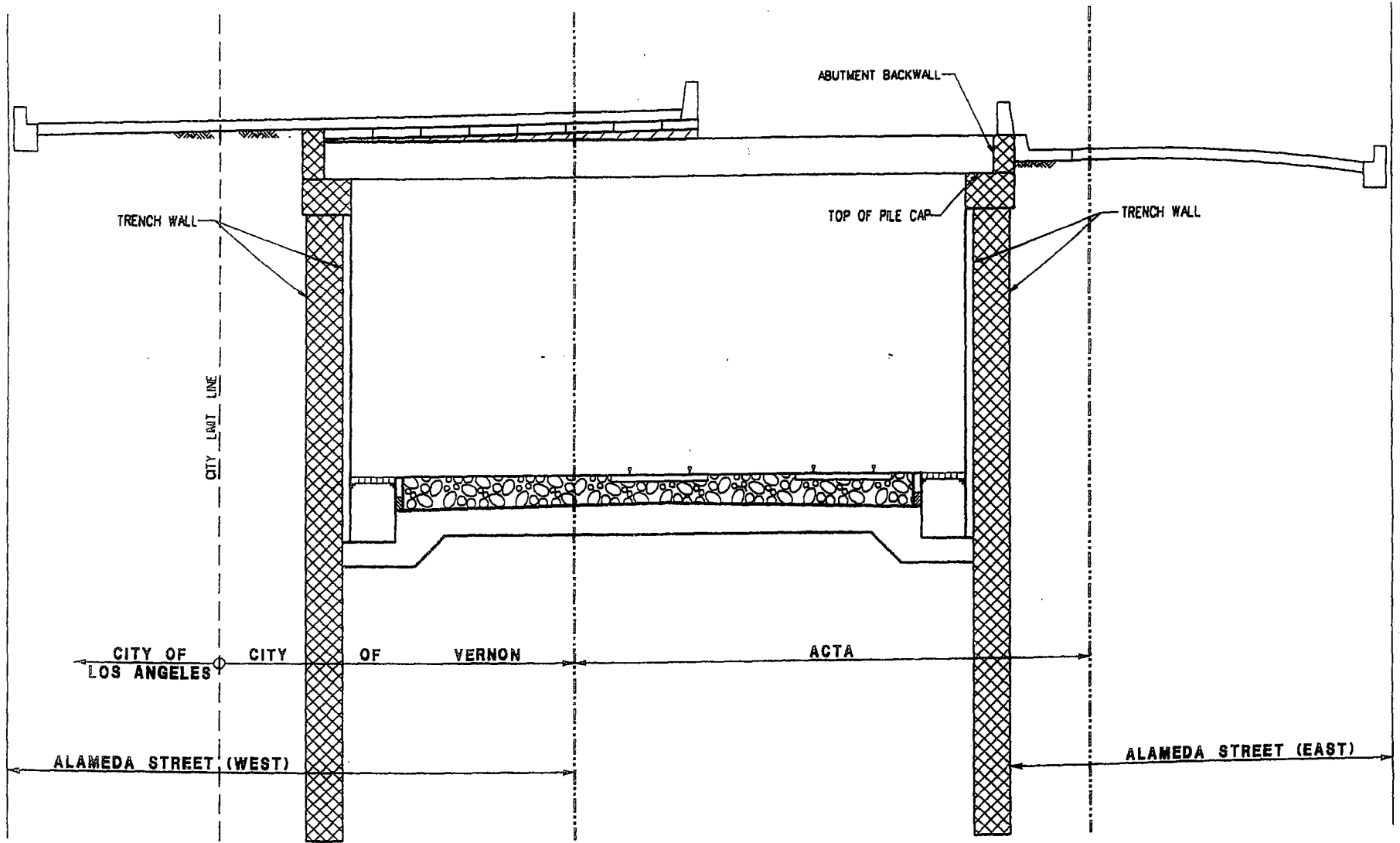


DEFINITION DRAWING:
 "TRENCH WALLS"

 <p>ALAMEDA CORRIDOR ENGINEERING TEAM <small>Charles M.</small></p>	<p>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY</p>	<p>ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT</p>
	<p>DATE: ...</p>	<p>NOT APPLICABLE</p>

- 01 -

EXHIBIT "H2"



DEFINITION DRAWING:
 "TRENCH WALLS"


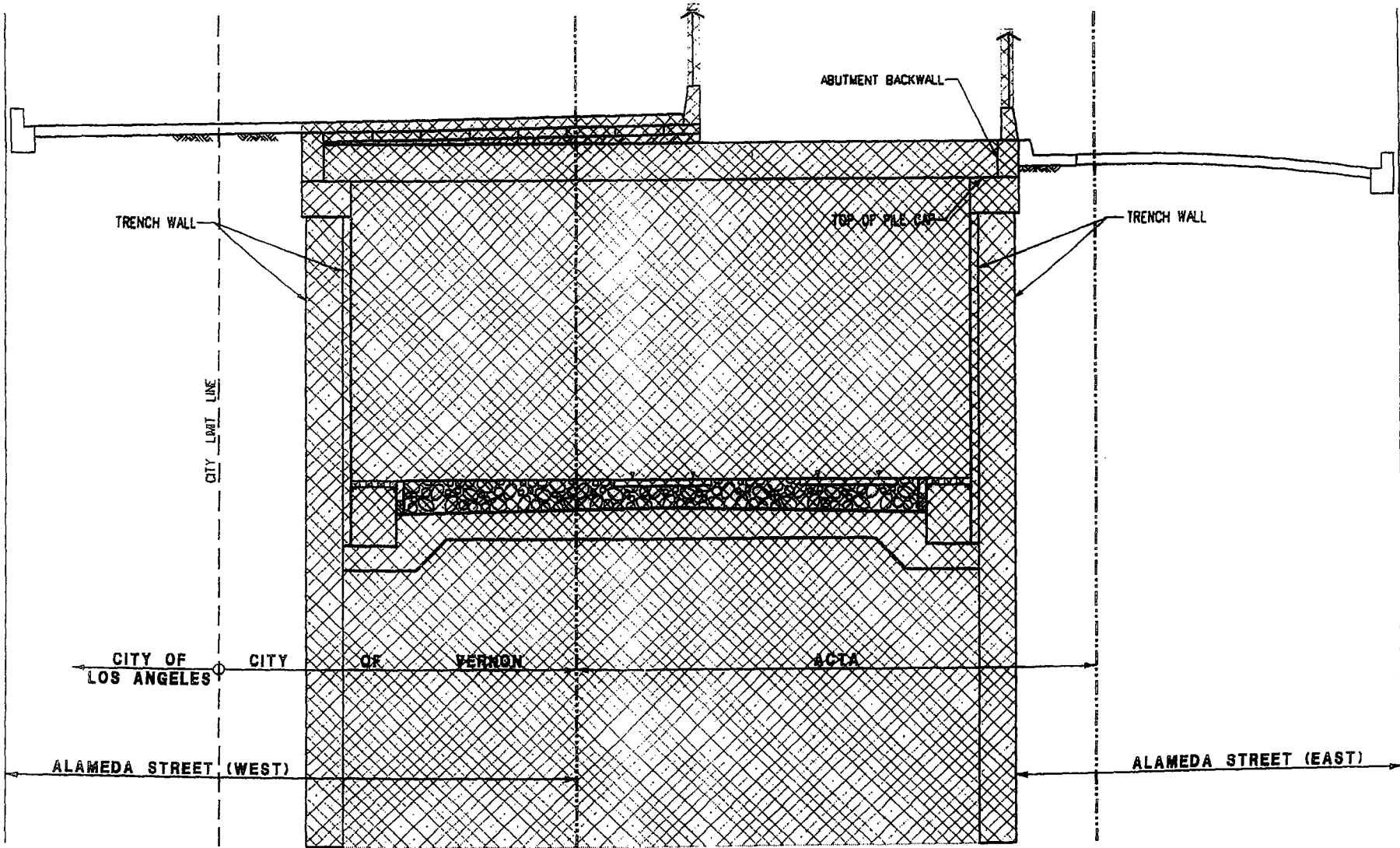
 ALAMEDA CORRIDOR ENGINEERING TEAM <small>Contract & Construction Management 10000 Wilshire Blvd., Suite 1000 Beverly Hills, CA 90210 (310) 277-1000</small>	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY		ALAMEDA CORRIDOR MID-CORRIDOR DESIGN-BUILD PROJECT	
	<small>SUBMITTED</small>	NOT APPLICABLE		RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON
<small>APPROVED</small>	NOT APPLICABLE			



EXHIBIT "I"



- 12 -

DEFINITION DRAWING:

 "RAIL CORRIDOR SEGMENT"

 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY		ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT	
 ALAMEDA CORRIDOR ENGINEERING TEAM <small>David M. Williams, P.E. (Principal) Joseph A. Smith, P.E. (Principal) Michael J. Smith, P.E. (Principal)</small>	SUBJECT: NOT APPLICABLE APPROVED: NOT APPLICABLE	RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON	

h:\acct\row\mc\c3\c3r290_c.d.r

EXHIBIT "J1"

CITY EASEMENT AREA WITHIN
CORRIDOR CROSSING LOCATION

BRIDGE CROSSING

CITY LIMIT LINE

CITY OF
LOS ANGELES

CITY

OF

VERNON


ACTA

ALAMEDA STREET (WEST)


ALAMEDA STREET (EAST)

DEFINITION DRAWING:

XXXX "CORRIDOR CROSSING LOCATION"

 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

ALAMEDA CORRIDOR
MID-CORRIDOR DESIGN BUILD PROJECT

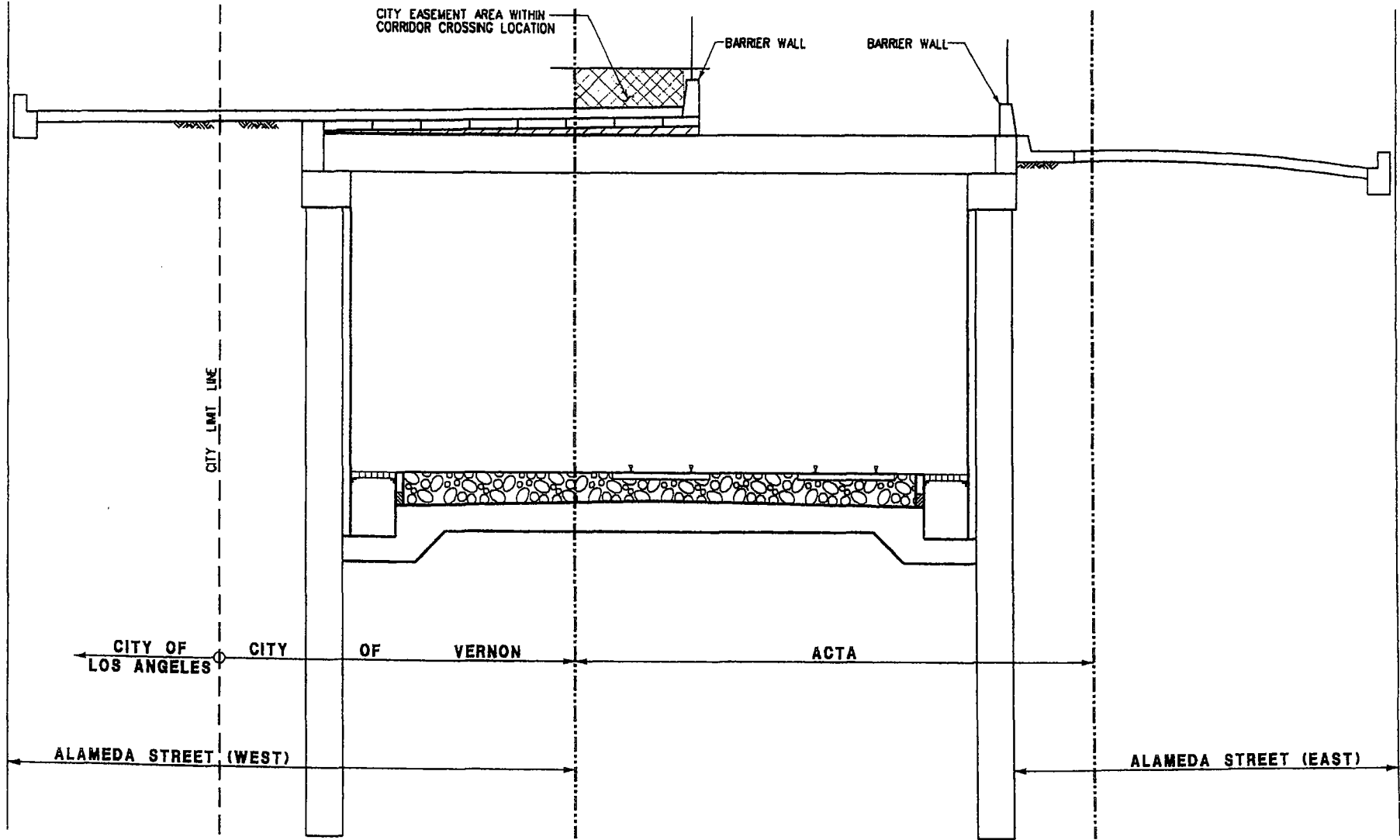
 ALAMEDA CORRIDOR ENGINEERING TEAM
Diana Blum, Jennifer A. ...
...
...

DESIGNED: NOT APPLICABLE
APPROVED: NOT APPLICABLE

RIGHT-OF-WAY EXHIBIT
RECIPROCAL CONVEYANCES
ACTA / PORTS / CITY OF VERNON

n:\local\work\mc\c3\c3r 306.blr


EXHIBIT "J2"



- 14 -

DEFINITION DRAWING:

 "CORRIDOR CROSSING LOCATION"

 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY	ALAMEDA CORRIDOR MID-CORRIDOR DESIGN BUILD PROJECT	
	RIGHT-OF-WAY EXHIBIT RECIPROCAL CONVEYANCES ACTA / PORTS / CITY OF VERNON	
ALAMEDA CORRIDOR ENGINEERING TEAM <small>David S. Brown, P.E., Project Manager Michael J. Hines, P.E., Designer James J. O'Connell, P.E., Designer TERRY</small>	SUBMITTED _____ NOT APPLICABLE APPROVED _____ NOT APPLICABLE	<small>h:\ccat\proj\mc\c3\c3r306a.dwg</small>

CITY OF VERNON

GRANT DEED ATTACHMENT No. 6

“STREET EASEMENT LOCATIONS”

(This Attachment 6 contains ten pages including this cover page and consists of three Exhibit E's, and three Exhibit F's.)

EXHIBIT "E"
STREET EASEMENT

MCOG-613

That portion of land in the City of Vernon, County of Los Angeles, State of California, as described in the Deed recorded in Book 15617, Page 39 of Official Records of said County, described as follows:

Beginning at the northwesterly corner of said Deed, as shown on the Record of Survey filed in Book 165, Pages 48-51 of Records of Survey, records of said County; thence along the westerly line of said Deed South 00°36'23" East 21.91 feet; thence South 25°04'23" East 25.06 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 51.00 feet, a radial line to said point bears North 83°36'32" West; thence leaving said westerly line, northeasterly along said curve 73.83 feet to the point of tangency with the northerly line of said Deed; thence along said northerly line South 89°20'07" West 60.95 feet to the point of beginning.

Contains 885 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 0.99999373 to obtain ground distances.

David O. Knell 6-7-04
David O. Knell PLS 5301 (Exp. 12-31-07)

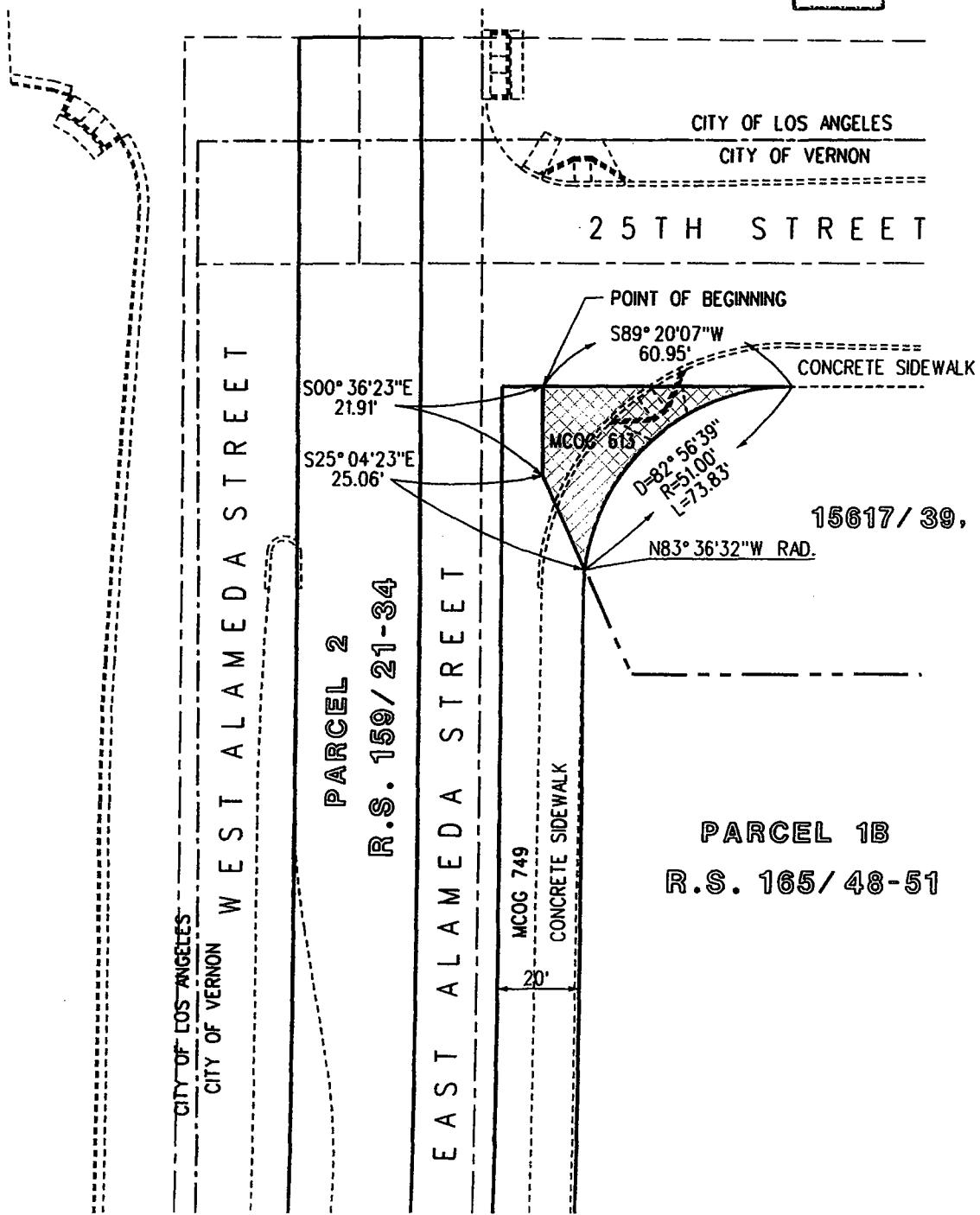


See sketch on "Exhibit F" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 25TH STREET				
ACTA-2 STA: N/A	ACTA PARCEL REF.: MCOG-613			
ACTA CROSSING NO.:	ACTA DEED REF.: O.R. 15617/39	A	5/17/04	REVISE EXHIBIT "D" TO "F"
RECORD OF SURVEY REFERENCE: R.S. 165/48-51		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "F"

LEGEND:
 STREET EASEMENT AREA



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

ALAMEDA CORRIDOR
 PARCEL PLAT
 STREET EASEMENT
 MCOG-613

CONTRACT NO.:
SCALE: 1"=40'
DATE: 10/8/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 1

09 JUN 2004 20:13:25 C:\Willdan\plots\seg 2\mco613.dgn USERS

EXHIBIT "E"
STREET EASEMENT

MCOG-749

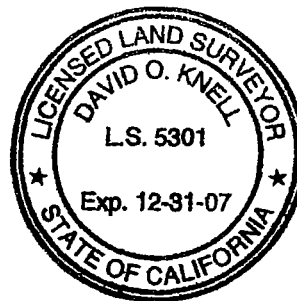
That portion of Parcel 1B, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northwesterly corner of said Parcel 1B, as shown on the Record of Survey filed in Book 165, Pages 48-51 of Records of Survey, records of said County; thence along the westerly line of said Parcel South 00°36'23" East 479.58 feet to the beginning of a non tangent curve concave southeasterly having a radius of 1218.28 feet, a radial line to said point bears North 69°28'38" West; thence northeasterly along said curve 52.57 feet through a central angle of 2°28'20" to a point on a line being parallel with and distant 20.00 feet easterly of said westerly line; thence nontangent along said parallel line North 00°36'23" West 380.05 feet to the beginning of a curve concave easterly, having a radius of 51.00 feet; thence northerly along said curve 6.23 feet through a central angle of 06°59'51" to a point on the westerly line of the deed recorded in Book 15617, Page 39 of Official Records of said County; thence along said westerly line nontangent North 25°04'23" West 25.06 feet; thence continuing along said westerly line North 00°36'23" West 21.91 feet to the northerly line of said Parcel 1B; thence along said northerly line South 89°20'07" West 10.00 feet to the point of beginning.

Contains 8,768 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 0.99999373 to obtain ground distances.

David O. Knell 6-7-04
David O. Knell PLS 5301 (Exp. 12-31-07)



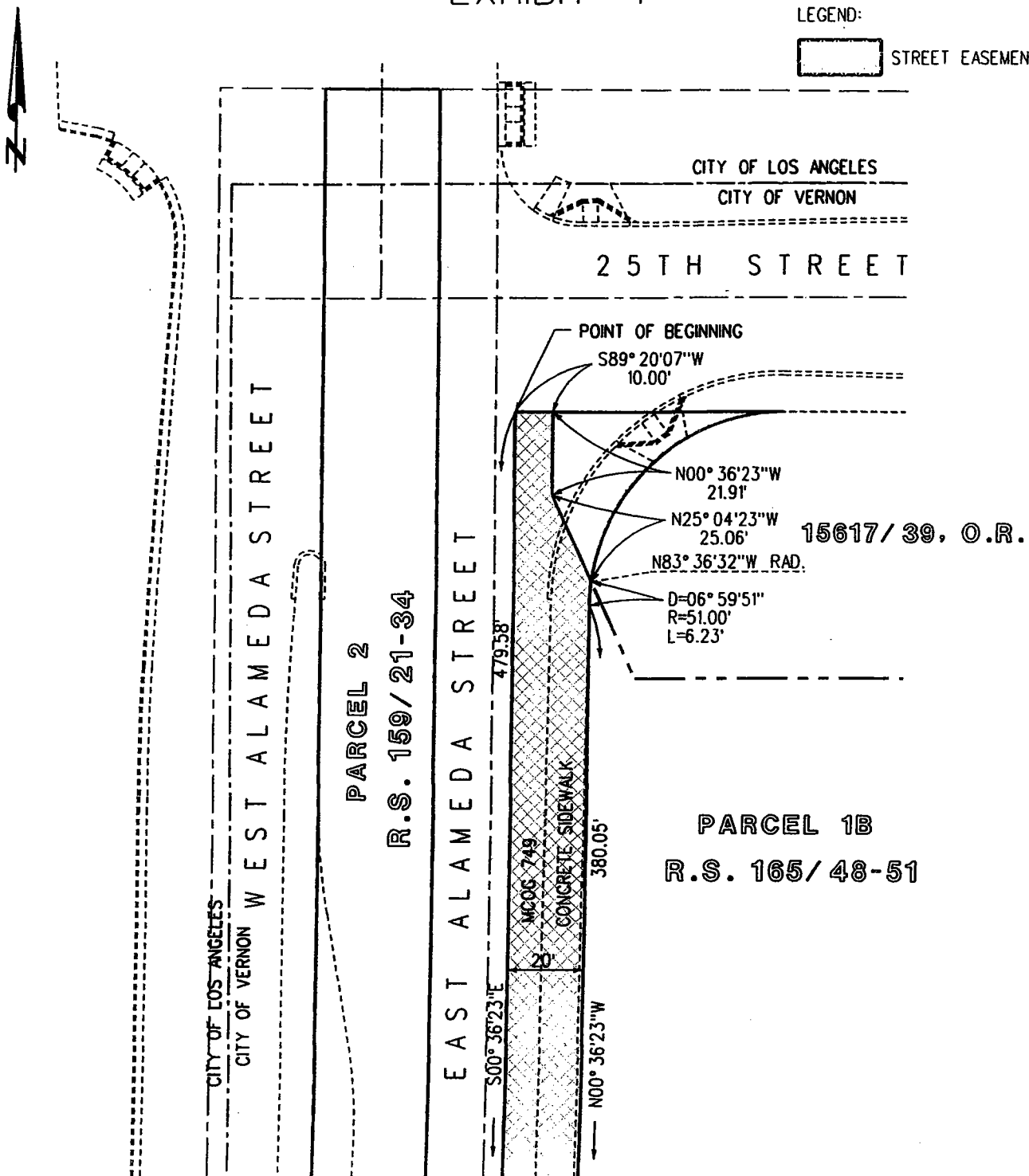
See sketch on "Exhibit F" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 25TH STREET				
ACTA-2 STA: N/A	ACTA PARCEL REF.: MCOG-749			
ACTA CROSSING NO.:	PARCEL 1B	A	5/26/04	REVISE EXHIBIT "D" TO "F"
RECORD OF SURVEY REFERENCE: R.S. 165/48-51	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "F"

LEGEND:

STREET EASEMENT AREA



SEE SHEET 2 FOR CONTINUATION

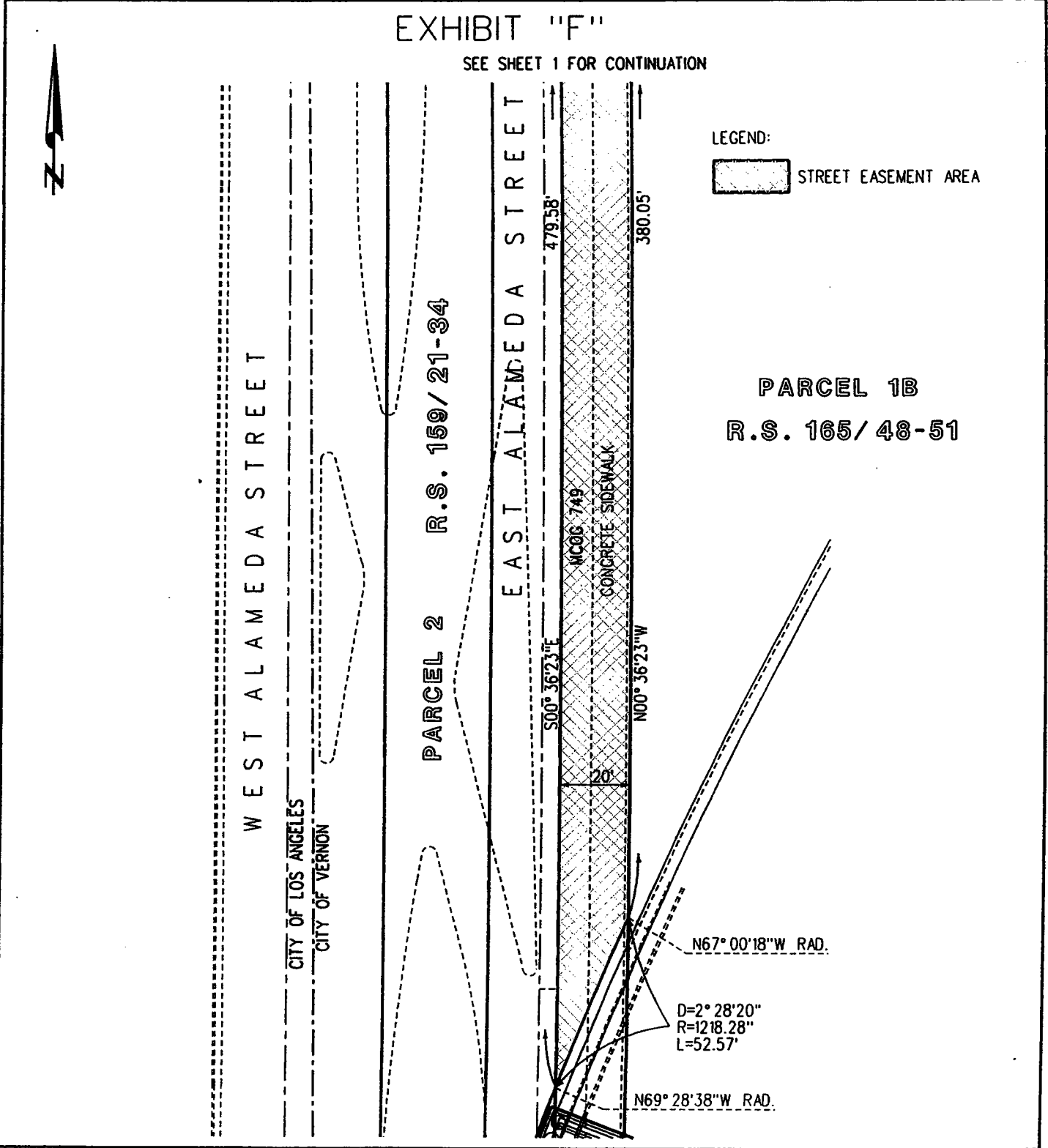
	ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT STREET EASEMENT MCOG-749	CONTRACT NO.:
	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200		SCALE: 1"=40' DATE: 9/17/02 DRAWN BY: DK CHECKED BY: DK SHEET 1 OF 2
PREPARED BY:			

09 JUN 2004 20:19:05 C:\Willdan\plots\seg 2\mco749-1.dgn USERS

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 25TH STREET				
ACTA-2 STA: N/A	ACTA PARCEL REF.: MCOG-749			
ACTA CROSSING NO.:	PARCEL 1B	A	5/26/04	REVISE EXHIBIT "D" TO "F"
RECORD OF SURVEY REFERENCE: R.S. 165/48-51	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "F"

SEE SHEET 1 FOR CONTINUATION



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-749**

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/17/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 2

09 JUN 2004 20:19:58 C:\Willdan\plots\seg 2\mcoog749-2.dgn

EXHIBIT "E"
STREET EASEMENT

MCOG-751

That portion of Parcel 2, in the City of Vernon, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the northwesterly corner of said Parcel 2; thence along the westerly line of said Parcel South 00°36'23" East 726.73 feet to the beginning of a non-tangent curve, concave southeasterly having a radius of 1218.28 feet, a radial line to said point bears North 77°27'54" West; thence northeasterly 110.61 feet along said curve through a central angle of 05°12'07" to the easterly line of said Parcel; thence along said easterly line nontangent North 00°36'23" West 620.08 feet to the northerly line of said Parcel; thence along said northerly line South 89°48'52" West 30.00 feet to the POINT OF BEGINNING.

Except therefrom that portion lying within the City of Los Angeles.

Contains 19,370 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 0.99999373 to obtain ground distances.

David O. Knell 6-07-04
David O. Knell PLS 5301 (Exp. 12-31-07)

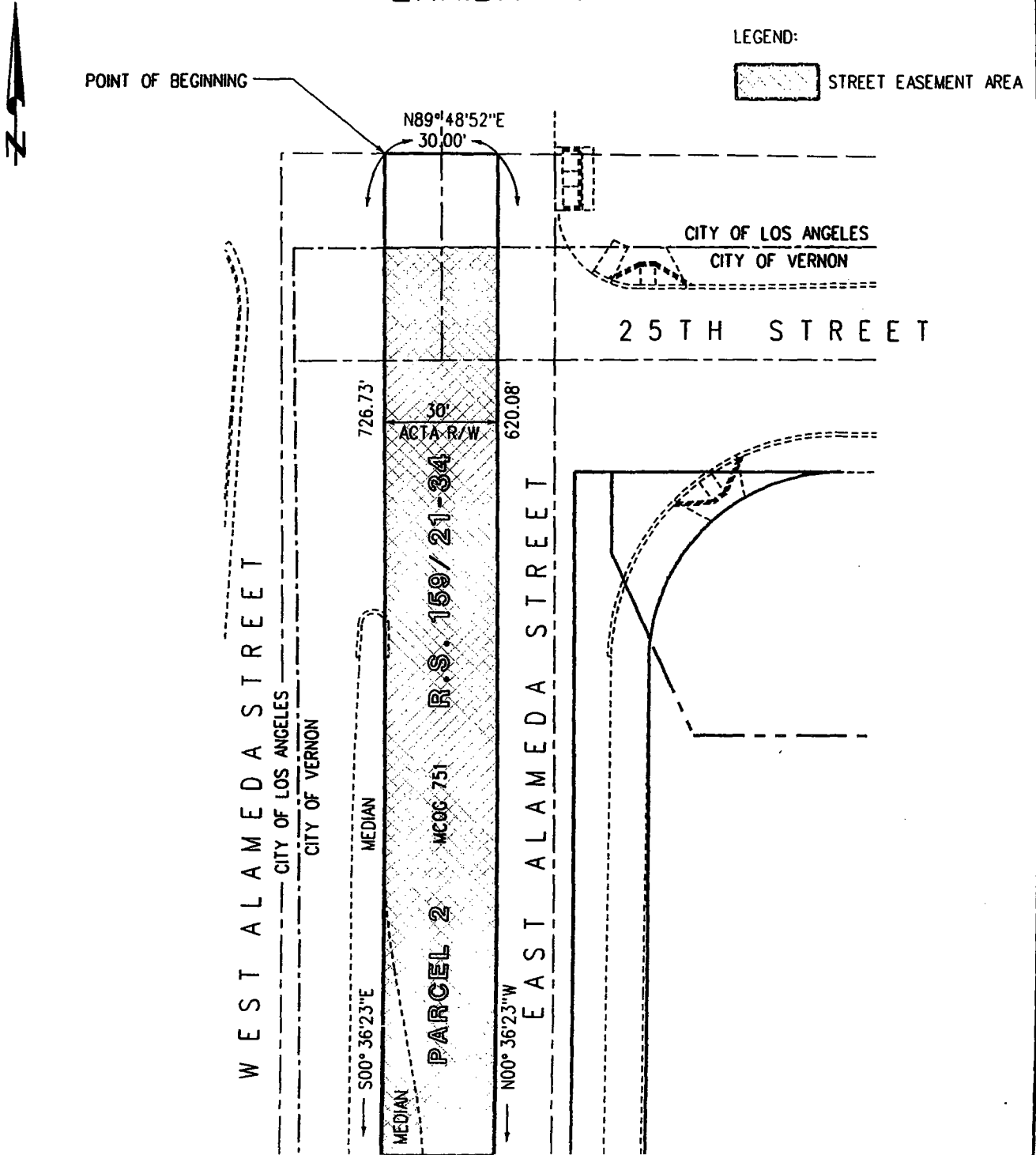


See sketch on "Exhibit F" attached hereto and by this reference made a part hereof.

Knell

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 25TH STREET				
ACTA-2 STA: N/A	ACTA PARCEL REF.: MCOG-751			
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EXHIBIT "D" TO "F"
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "F"



SEE SHEET 2 FOR CONTINUATION

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-751

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/17/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 3

09 JUN 2004 20:26:31 C:\Willdan\plats\seg 2\mco751-1.dgn

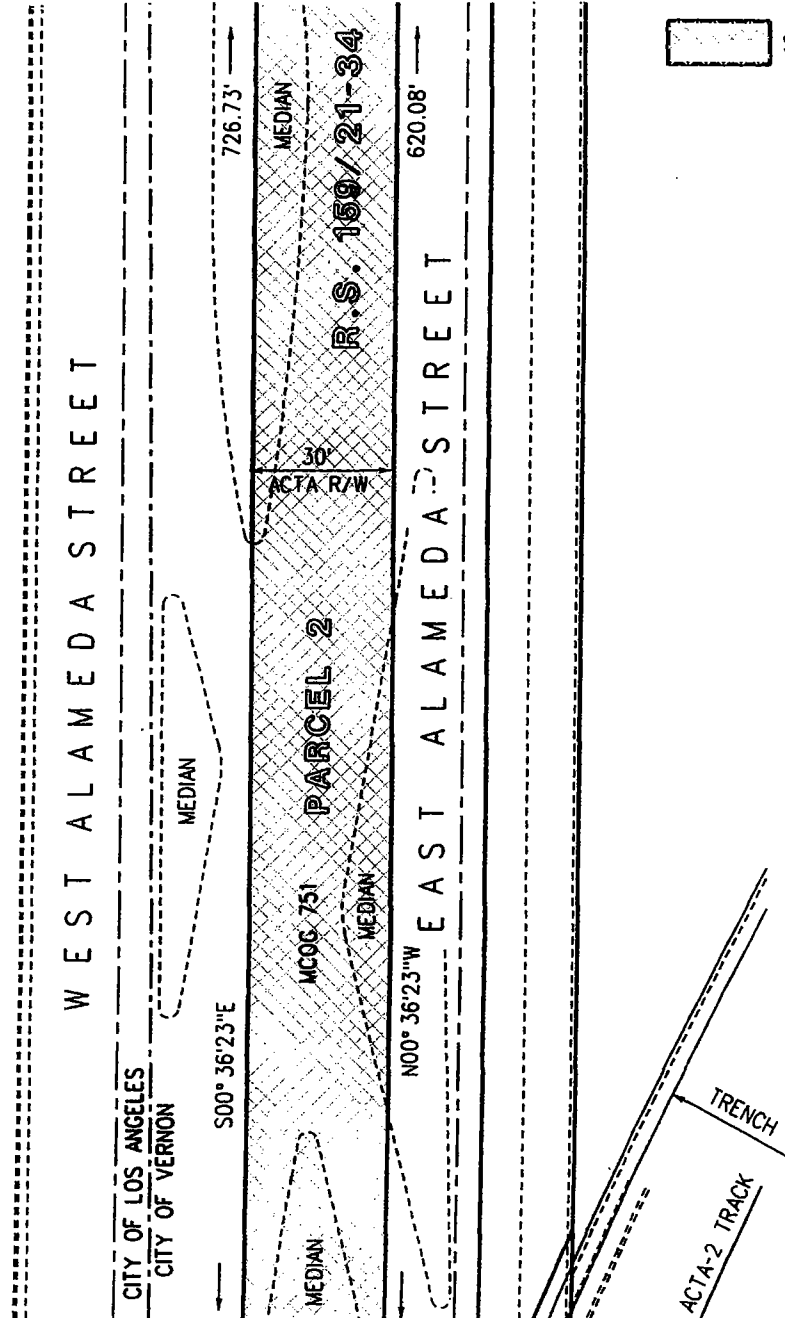
EASEMENT FOR: STREET PURPOSES		The coordinates, bearings & distances shown on this map are grid values & are calculated inverses based upon California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 25TH STREET				
ACTA-2 STA: N/A	ACTA PARCEL REF.: MCOG-751			
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EXHIBIT "D" TO "F"
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "F"

SEE SHEET 1 FOR CONTINUATION

LEGEND:

 STREET EASEMENT AREA



SEE SHEET 3 FOR CONTINUATION



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-751

CONTRACT NO.:

SCALE: 1"=40'

DATE: 9/17/02

DRAWN BY: DK

CHECKED BY: DK

SHEET 2 OF 3

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF VERNON				
NEARBY INTERSECTING STREETS: 25TH STREET				
ACTA-2 STA.: N/A	ACTA PARCEL REF.: MCOG-751			
ACTA CROSSING NO.:	PARCEL 2	A	5/26/04	REVISE EXHIBIT "D" TO "F"
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

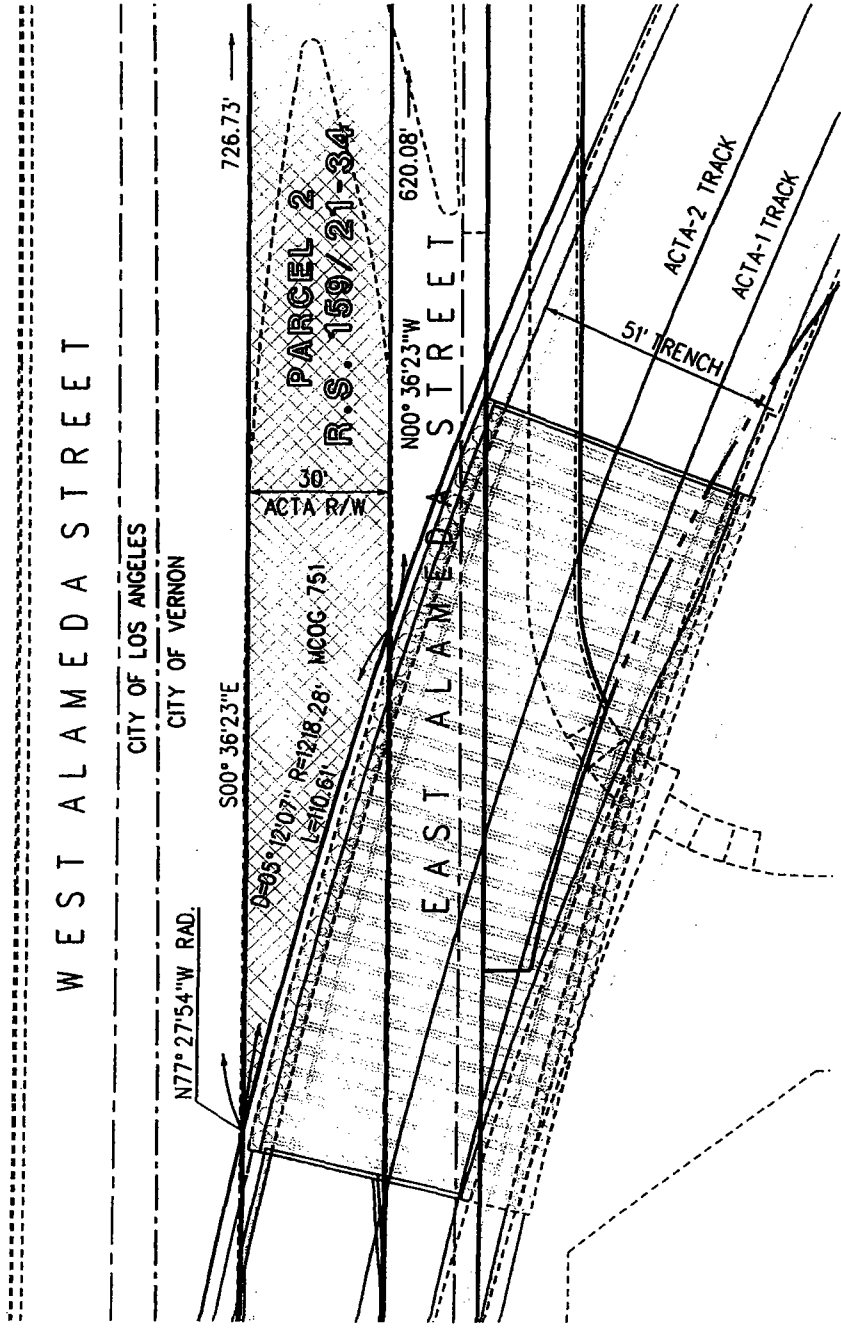
EXHIBIT "F"

LEGEND:



STREET EASEMENT AREA

SEE SHEET 2 FOR CONTINUATION



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-751

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/17/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 3 OF 3

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

09 JUN 2004 20:27:40 C:\Willdan\plots\seg 2\mcog751-3.dgn SUSERS

ORDER NO. 6869

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that Reciprocal Grant Deeds and Assignments, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, Alameda Corridor Transportation Authority (ACTA), and the CITY OF HUNTINGTON PARK, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to Reciprocal Grant Deeds and Assignment on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.

Audrey H. Yamaki
AUDREY YAMAKI, Board Secretary

APPROVED AS TO FORM

1/31, 2006
ROCKARD J. DELGADILLO, City Attorney

By Thomas J. Griego
THOMAS J. GRIEGO, Deputy City Attorney

TG:po
2/1/06

ORDINANCE NO. _____

An Ordinance approving an Order of the Board of Harbor Commissioners for Reciprocal Grant Deeds and Assignments.

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

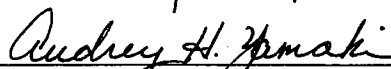
Section 1. The action of the Board of Harbor Commissioners of the City of Los Angeles on the 5th day of April 2006, approving Reciprocal Grant Deeds and Assignments, by and among the City of Los Angeles, the City of Long Beach, the Alameda Corridor Transportation Authority (ACTA), and the City of Huntington Park is hereby ratified, confirmed, and approved. The approved Order reads:

ORDER NO. 6869

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Reciprocal Grant Deeds and Assignments, by and among the CITY OF LOS ANGELES, the CITY OF LONG BEACH, ACTA, and the CITY OF HUNTINGTON PARK is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to Reciprocal Grant Deeds and Assignments on behalf of the City of Los Angeles.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the Order and the proposed Ordinance to be submitted to the City Council for adoption of the Ordinance pursuant to City Charter Section 385 and related implementing provisions of the Los Angeles Administrative Code.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of April 5, 2006.



AUDREY YAMAKI, Board Secretary

Sec. 2. Pursuant to Los Angeles Administrative Code Sections 7.21 and 7.27, the Council finds and determines that the public interest requires that the property owned by the City of Los Angeles and the City of Long Beach as tenants in common be conveyed as Reciprocal Grant Deeds and Assignments without notice of sale or advertisement for bids.

Sec. 3. The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located in the Main Street entrance to the City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

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

FRANK T. MARTINEZ, City Clerk

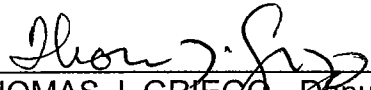
By _____
Deputy

Approved _____

ANTONIO R. VILLARAIGOSA, MAYOR

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By 
THOMAS J. GRIEGO, Deputy

Date 1/31/06

File No. _____

TJG:pko
2/1/06

RECIPROCAL GRANT DEEDS AND ASSIGNMENT

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

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

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

AND

CITY OF HUNTINGTON PARK

Dated _____, 2004

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS	2
ARTICLE 2 GRANT DEED TO THE CITY	6
2.1 City Easements	6
2.2 Termination of Existing City Interests	7
2.3 City Acceptance	7
ARTICLE 3 ACTA RIGHTS AND INTERESTS EXCEPTED FROM GRANT	7
3.1 Rail Corridor Rights	7
3.2 Duty to Restore Property	8
3.3 Permitted Approval	9
ARTICLE 4 GRANT DEED TO ACTA	9
4.1 ACTA Trench Easements	9
4.2 ACTA Maintenance Easement	9
4.3 Termination of Existing ACTA, POLA and POLB Interests	10
4.4 ACTA Acceptance	10
ARTICLE 5 CITY RIGHTS AND INTERESTS EXCEPTED FROM GRANT	10
5.1 Reserved Right	10
5.2 Duty to Restore	10
5.3 Permitted Approval	11
ARTICLE 6 MAINTENANCE AND IMPROVEMENT	11
6.1 Future Improvements and Repair and Maintenance Work by City	11
6.2 Maintenance by the City	11
6.3 City's Duty to Restore Property	12
6.4 Maintenance by ACTA	12
6.5 ACTA's Duty to Restore Property	13
ARTICLE 7 ACCEPTANCE; WARRANTY DISCLAIMER	13
7.1 Acceptance	13
ARTICLE 8 SIGNAGE	14
8.1 Traffic and Safety Signage	14
ARTICLE 9 DEFAULT AND REMEDIES	14
9.1 Defaults	14
9.2 Remedies	14
ARTICLE 10 DISPUTE RESOLUTION	15
ARTICLE 11 CONDITIONS TO GRANTS	17
11.1 City Easement Areas	17
11.2 ACTA Easements	17
ARTICLE 12 TERMS FOR ISSUANCE OF PERMITS OR APPROVALS	17
12.1 Permits and Approvals	17
12.2 Terms and Conditions for Issuance of Permit or Approval	18
12.3 Fees for Processing Permit or Approval	18
ARTICLE 13 [INTENTIONALLY OMITTED]	18
ARTICLE 14 INDEMNIFICATION	18
14.1 City Indemnification	18
14.2 ACTA Indemnification	19
14.3 Notifications	19

14.4	Payment.....	20
14.5	Overdue Rate.....	20
14.6	Defense.....	20
ARTICLE 15 NOTICES.....		20
ARTICLE 16 MISCELLANEOUS.....		21
16.1	Severability.....	21
16.2	Binding Agreement.....	21
16.3	Amendments.....	22
16.4	Attorneys' Fees.....	22
16.5	Counterparts.....	22
16.6	Relationship of the Parties.....	22
16.7	Third Party Beneficiaries.....	23
16.8	Effect of Grant Deed; MOU.....	23
16.9	Waiver.....	23
16.10	Time of Essence.....	23
16.11	Governing Law; Forum.....	24
16.12	Incorporation of Attachments.....	24
16.13	Construction.....	24
16.14	Non-Discrimination.....	25
16.15	Conflict of Interest.....	25
16.16	Further Assurances.....	25
16.17	Joinder by POLA and POLB.....	26
16.18	Successors and Assigns.....	26

RECIPROCAL GRANT DEEDS AND ASSIGNMENTS

THESE RECIPROCAL GRANT DEEDS AND ASSIGNMENTS (this “Grant Deed”) are made and entered into as of _____, 2004, by and among **ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**, a joint powers authority created under the laws of the State of California (“ACTA”), **CITY OF LOS ANGELES ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS**, a municipal corporation (“POLA”), **CITY OF LONG BEACH ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS** (“POLB”) and **CITY OF HUNTINGTON PARK**, a municipal corporation (“City”).

RECITALS:

A. ACTA is a joint powers authority created by the City of Los Angeles and the City of Long Beach pursuant to California Government Code Sections 6500 *et seq.* for the purpose of constructing, operating and maintaining the rail infrastructure project commonly known as the Alameda Corridor in Los Angeles County, California.

B. In furtherance of the construction of the Rail Corridor (as defined below), POLA and POLB jointly acquired title to certain real property over, on and under which the Rail Corridor has been constructed. A portion of the Rail Corridor is located within the City.

C. Pursuant to that certain Use Permit dated as of October 12, 1998, POLA and POLB authorized ACTA, in its own name, to construct and operate the Rail Corridor. In furtherance thereof and pursuant to ACTA’s joint power authority, ACTA also acquired, in its own name, title to certain real property over, on and under which the Rail Corridor has been constructed and additional lands in the vicinity of the Rail Corridor.

D. To facilitate construction of the Rail Corridor and related improvements within the City, ACTA entered into that certain Memorandum of Understanding for the Design and Construction of Alameda Corridor Program, dated as of January 20, 1998 between ACTA and the City (the “MOU”). Pursuant to the MOU, the City agreed to grant ACTA certain property rights needed to construct and operate the Rail Corridor.

E. Pursuant to Section 3.10 of the MOU, upon completion of construction of the Rail Corridor, ACTA has the right to convey to the City, at no cost to the City, such real property interests and other property rights “located within the City’s boundaries as ACTA determines in its sole discretion is not necessary to the Alameda Corridor” and “the City shall convey to ACTA or its designee at no cost to ACTA, all City real property interests being taken out of service by the Construction.”

F. For purposes of the MOU, construction of the Rail Corridor was substantially completed, and rail operations on the Rail Corridor commenced, on April 15, 2002.

G. This Grant Deed implements Section 3.10 of the MOU on the terms set forth below and results in superceding, replacing and terminating the MOU except as to those provisions which specifically survive termination of the MOU pursuant to the MOU.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

The following capitalized terms are used in this Grant Deed with the following meanings:

“**ACTA**” means the Alameda Corridor Transportation Authority, a joint powers authority created under the laws of the State of California.

“**ACTA Adjoining Property**” means that portion of the ACTA Property not located within the Rail Corridor Segment, but which portion includes, but is not limited to, the areas above the Rail Corridor Segment.

“**ACTA Maintenance Easements**” mean those easements granted by the City to ACTA pursuant to Section 4.2 below.

“**ACTA Property**” means the property within the city limits of the City in which ACTA, POLA and/or POLB hold interests therein which property is described in Attachment 1 hereto.

“ACTA Trench Easements” mean those easements granted by the City to ACTA pursuant to Sections 4.1[A], 4.1[B] and 4.1[C].

“ACTA Trench Easement Areas” mean the specific space occupied by the ACTA Trench Easement within the City Property.

“ACTA Trench Topping Section” means the area between the top of the Rail Corridor Segment and one-half inch below the surface of the land or roadway.

“City Easements” mean those easements granted by ACTA to the City pursuant to Section 2.1 below.

“City Easement Areas” mean the specific space occupied by the City Easements and the area above such specified space, but shall not include the area below the specific space occupied by the City Easements. Exhibit A and Exhibit C to Attachment 2 hereto describes the real property upon which the City Easement Areas are located. The City Easement Areas do not include the Rail Corridor Segment, the ACTA Trench Topping Section, nor any portion of the ACTA Adjoining Property not specifically included within the City Easement Areas.

“City Facilities” mean the Corridor Crossing Location Surface Improvements, and City Non-Corridor Crossing Improvements. There are no City Facilities located within the Rail Corridor Segment.

“City Non-Corridor Crossing Improvements” mean those City Facilities and structures not below the top of any bridge structure located within the City Non-Corridor Crossing Locations including (i) all streets, sidewalk curbs; (ii) traffic signals, controllers and detectors regarding the control of motor vehicles and pedestrians, and electrical circuits serving the same; pavement markings, delineators and signing, and crash protection devices; (iii) street lights, including fixtures, electrical circuits and controls; (iv) any street furniture, decorative and security fencing, bollards, signs, monuments and decorative concrete surfaces; (v) surface and roadway drainage systems, and (vi) landscaping, sprinklers and landscaping irrigation facilities and (vii) improvement covered by Permitted Approval located within the City Non-Corridor Crossing Locations.

“City Non-Corridor Crossing Locations” mean those areas at and above the surface of the real property described in Exhibit C to Attachment 2; such areas are graphically depicted on Exhibit D to Attachment 2 hereto.

“City Property” means the City-owned property from which certain rights are being conveyed to ACTA as described in Attachment 4 hereto.

“Corridor Crossing Locations” mean the vehicle and pedestrian crossings plazas located above those portions of the Rail Corridor Segment and ACTA Adjoining Property, which locations are described in Exhibit A to Attachment 2 hereto and graphically depicted on Exhibit B to Attachment 2 hereto.

“Corridor Crossing Location Improvements” mean all of the following at, on or within the Corridor Crossing Locations: (i) the surface of any bridge or roadway, sidewalk, curb and recreational plazas which are specifically designed for use by pedestrians; (ii) the area between the top of any sidewalk, curb and recreational plazas and the top of the Rail Corridor Segment or bridge structure, whichever is higher; (iii) traffic signals, controllers and detectors regarding the control of motor vehicles and pedestrians, and electrical circuits serving the same; pavement markings, delineators and signing, and crash protection devices; (iv) street lights, including fixtures, electrical circuits and controls; (v) street furniture; (vi) surface and roadway drainage systems; (vii) the Fences erected on the edges of and parallel to the Crossing Locations (but not including Fences running parallel to Alameda Street nor any portion of the Trench Walls); (viii) City landscaping, sprinklers and landscaping irrigation facilities and (ix) improvement covered by a Permitted Approval within the Corridor Crossing Location. The Crossing Location Surface Improvements do not include the Rail Corridor-Related Facilities, any portion of any bridge structure or the structures comprising or supporting the Rail Corridor Segment. The Corridor Crossing Location Improvements shall in no event extend below either the Rail Corridor Segment or the top of the bridge structure and may extend into the ACTA Adjoining Property.

“Fence” means a non-concrete barrier.

“Permitted Approvals” mean any permits or approvals issued pursuant to Article 12 for any work or improvements requiring such a permit or approval.

“POLA” means the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners.

“POLB” means the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners.

“Rail Corridor” means the right of way, multiple main track, high density, mainline railroad system (including the tracks, any service or access roads and the walls of the trench portion of the Rail Corridor), together with the real property in which ACTA, POLA and/or POLB now has or hereafter acquires an interest and on which such railroad system is located which is generally along and parallel to Alameda Street.

“Rail Corridor-Related Facilities” mean the real and personal property located in, on, under or over the ACTA Adjoining Property, related to (i) the operation, maintenance, repair, or improvement of the Rail Corridor Segment, such as structures, improvements, fixtures, installed equipment and other properties (ii) railroad signals, communication facilities, signal houses, and all other installations used in connection with the operation of the Railroads, (iii) water, electrical, telecommunications, drainage and other utility discharge systems or lines serving the Rail Corridor Segment or Rail Corridor-Related Facilities and (iv) any improvement covered by Permitted Approval located within the ACTA Adjoining Property.

“Rail Corridor Rights” mean those rights, titles and interests reserved and excepted in accordance with Section 3 of this Grant Deed

“Rail Corridor Segment” means that portion of the Rail Corridor having the following three dimensional description:

- (i) The length shall follow the exterior of the two parallel Trench Walls and shall commence at the intersection of the Trench Walls at the northerly end of the city limits of the City and shall terminate at the intersection of Trench Walls at the southerly end of the city limits of the City.

- (ii) The width shall be the area between the exterior face of each of the parallel Trench Walls.
- (iii) The vertical extent shall be defined by the top of the Trench Walls, top of the pile cap of the Trench Walls or top of the abutment back wall, whichever is highest, and shall extend downward without limitation. (It is acknowledged that the top of the vertical extent may be somewhat uneven. For example, at the top of the vertical extent at locations on which bridges are located, the top on each side will curve slightly toward the center of the Rail Corridor Segment; the vertical extent of the Rail Corridor Segment may be precisely determined by extending a line perpendicular to the respective Trench Walls from the top of the pile cap or Trench Walls or the abutment back wall, whichever is highest.)

and shall include all improvements and equipment whatsoever located within said described area.

“Railroad” means, individually, The Burlington Northern and Santa Fe Railway Company or Union Pacific Railroad Company, and **“Railroads”** means, collectively, all of The Burlington Northern and Santa Fe Railway Company and Union Pacific Railroad Company, and the assignees of the foregoing, together with any other Class I or regional railroad that in the future may have rights to use the Rail Corridor.

“Trench Walls” mean those two parallel subsurface walls used as lateral support with regard to the railroad tracks and other improvements located within the Rail Corridor Segment. The top of the Trench Walls is capable of being visually determined and a barrier wall is generally located on top of the Trench Wall which is readily discernable from the Trench Walls.

ARTICLE 2

GRANT DEED TO THE CITY

2.1 City Easements

Subject to and excepting the matters set forth in Section 3 below, ACTA, POLA and POLB hereby grant to the City, to the extent of their respective interests therein, an easement (the **“City Easements”**) (i) over each Corridor Crossing Location for the purpose of

maintaining, repairing and replacing the Corridor Crossing Location Improvements, (ii) for the Crossing Location Surface Improvements, (iii) over each City Non-Corridor Crossing Location for the purpose of maintaining, repairing and replacing the City Non-Corridor Crossing Improvements of the City and (iv) for the City Non-Corridor Crossing Improvements of the City. All materials, replacements, substitute items and capital improvements installed or made by or on behalf of the City in the City Easement Areas will be the property of the City. The City will use its best efforts to exercise its rights under this Grant Deed in a manner that minimizes the interference with ACTA's operations.

2.2 Termination of Existing City Interests.

To the extent the City holds permits, licenses, easements or any other rights or interests in or to the ACTA Property, other than those granted pursuant to Section 2.1 of this Agreement, such permits, licenses, easements or other rights or interests (including, without limitation, the easements and other property rights conveyed pursuant to the documents set forth on Attachment 3 attached hereto) are hereby terminated.

2.3 City Acceptance

The grants provided for in this Article 2 are accepted concurrently with recording of this Grant Deed and by the City executing and recording the Certificate of Acceptance attached hereto.

ARTICLE 3

ACTA RIGHTS AND INTERESTS EXCEPTED FROM GRANT

3.1 Rail Corridor Rights

The following rights and interests shall be excepted by ACTA, POLA and POLB from the grant provided for in Article 2 herein (the "**Rail Corridor Rights**"):

3.1.1 The Rail Corridor-Related Facilities and that portion of the ACTA Adjoining Property subject to the Rail Corridor-Related Facilities and all rights in and to the City Easement Areas not specifically granted by this Grant Deed;

3.1.2 The right of vehicular and pedestrian ingress to and egress from, through the City Easement Areas for the purposes of accessing (including emergency access), inspecting, maintaining, repairing, replacing, constructing or improving any portion of the Rail Corridor Segment or any Rail Corridor-Related Facilities;

3.1.3 The right of entry on, under and through the City Easement Areas to excavate portions of the City Easement Areas in order to repair, reconstruct, improve or expand portions of the Rail Corridor Segment, equipment or fixtures located therein or any Rail Corridor-Related Facilities, including the right to store such construction materials and equipment on such areas as may be necessary for such work; and

3.1.4 The right to temporarily halt or divert traffic, or temporarily close vehicular access to streets and roadways within the City Easement Area to facilitate any access, inspection, maintenance, repair, construction, reconstruction or improvement work for the Rail Corridor, the Rail Corridor Segment or any Rail Corridor-Related Facilities; provided that no later than 15 days prior to taking any such traffic control measures, ACTA shall deliver a traffic control plan to the City for its prior approval (which approval shall not be unreasonably withheld and shall be deemed given if not withheld no later than 5 days after the City's receipt thereof), which traffic control plan shall describe in reasonable detail the nature and extent of the traffic control measures proposed by ACTA, provided further that if ACTA in good faith determines that such traffic control measures are required in connection with an emergency which requires immediate action, ACTA will deliver to the City such notice as is feasible under the circumstances, which notice shall not be subject to the City's prior approval.

3.2 Duty to Restore Property

Promptly upon completion of any repair, maintenance, excavation, construction, improvement or reconstruction work by ACTA or its contractors on the City Easement Areas, ACTA will restore at its cost the affected property to conditions generally prevailing within the City Easement Area. Upon completion of such work, ACTA will ensure that no liens by contractors, subcontractors, materialmen and other providers of labor, equipment, material and/or services encumber the City Easement Areas in connection with such work.

3.3 Permitted Approval

Before performing new work which shall materially impair any Corridor Crossing Location Improvements or City Non-Corridor Crossing Improvements (excluding plants, landscaping and similar items), ACTA shall obtain a Permitted Approval from the City.

ARTICLE 4 GRANT DEED TO ACTA

4.1 ACTA Trench Easements

Subject to and excepting the matters set forth in Section 5.1 below, City hereby grants to ACTA the ACTA Trench Easements comprised of [A] a non-exclusive easement in and to the City Property for the purpose of maintaining, repairing and replacing that portion of the Rail Corridor Segment and ACTA Trench Topping Section located within the City Property which is within the area described in Attachment 4 hereto, [B] an exclusive easement for all improvements, fixtures and equipment located within that portion of the Rail Corridor Segment and the ACTA Trench Topping Section located within the City Property and [C] a negative easement (“Restrictive Easement”) by which the City shall refrain from utilizing or entering into or erecting or maintaining any improvement within any portion of the Rail Corridor Segment, the ACTA Trench Topping Section or any lands located beneath the Rail Corridor Segment. The Restrictive Easement shall run with the City Property and shall bind the City and all of its successors and assigns. All materials, replacements, substitute items and capital improvements installed or made by or on behalf of the City in the ACTA Trench Easement Areas will be the property of ACTA. ACTA will use its best efforts to exercise its rights under this Grant Deed in a manner that minimizes interference with the use of any public streets located above the ACTA Trench Easement Areas.

4.2 ACTA Maintenance Easement

City hereby grants to ACTA a non-exclusive easement (“ACTA Maintenance Easement”) in and through the portion of the City Property above the ACTA Trench Areas for the purpose of maintaining, repairing and replacing the Rail Corridor Segment and the ACTA Trench Topping Section.

4.3 Termination of Existing ACTA, POLA and POLB Interests

To the extent ACTA, POLA or POLB hold permits, licenses, easements or any other rights or interests in or to the City Property, other than those granted pursuant to Sections 4.1 and 4.2 of this Agreement, such permits, licenses, easement or other rights or interests are hereby terminated.

4.4 ACTA Acceptance

The Grants provided for in this Article 4 are accepted concurrently with recording of this Grant Deed and by ACTA executing and recording the Certificate of Acceptance attached hereto.

ARTICLE 5 CITY RIGHTS AND INTERESTS EXCEPTED FROM GRANT

5.1 Reserved Right

The following rights and interests shall be excepted by the City from the grant provided for in Article 4:

5.1.1 The continued right to utilize the public streets above the ACTA Trench Easement Area for public street purposes.

5.1.2 The right of entry onto the ACTA Topping Section for the purpose of maintaining and repairing the public streets located above the ACTA Trench Areas.

5.2 Duty to Restore

Promptly upon completion of any repair or maintenance work by the City on the ACTA Topping Section, City will restore at its cost the affected property to condition generally prevailing on the ACTA Topping Section. Upon completion of such work, the City will ensure that no liens by contractors, subcontractors, materialmen and other providers of labor, equipment, material and/or services encumber the ACTA Topping Section in connection with such work.

5.3 Permitted Approval

Before performing any work on the ACTA Topping Section, the City shall obtain a Permitted Approval from ACTA.

ARTICLE 6 MAINTENANCE AND IMPROVEMENT

6.1 Future Improvements and Repair and Maintenance Work by City

6.1.1 All new improvements to be undertaken by or on behalf of the City within the City Easement Areas shall first require that the City obtain a Permitted Approval from ACTA before such work is undertaken.

6.1.2 Any maintenance or repair work to be undertaken by or on behalf of the City within any Corridor Crossing Location or City Non-Corridor Crossing Location which will require drilling or any other form of invasive work shall first require that the City obtain a Permitted Approval from ACTA before such work is undertaken.

6.1.3 No maintenance or repair work shall be undertaken by or on behalf of the City within the City Easement Areas which could impair the structural integrity or safety of the Rail Corridor Segment or is in conflict with any Rail Corridor Rights.

6.2 Maintenance by the City

The City will maintain the City Easement Areas and all appurtenances thereto (including, without limitation, the City Facilities) in good repair and condition, free of obstructions, and in a manner that does not impair the ability of ACTA or its agents and designees, or the Railroads, to have access to and over and to operate on the Rail Corridor Segment and the Rail Corridor-Related Facilities. If ACTA determines, in its reasonable judgment, that the City Easement Areas or the City Facilities require maintenance, upkeep or repair in order to avoid injury or damage to any portion of the Rail Corridor Segment or persons, vehicles and equipment (including trains) in or around the Rail Corridor Segment, or to enable the exercise of the Rail Corridor Rights, it will notify the City in writing of such facts. The City will commence the maintenance, upkeep or repair specified in such notice within 30 days after ACTA's notice

thereof (or in the event of exigent circumstances, such earlier period as is reasonably practicable), and will diligently proceed to complete such maintenance, upkeep or repair. The responsibility for and cost of carrying out the maintenance, upkeep and repair required on or relating to the City Easement Areas or the City Facilities will be borne solely by the City. If the City fails to repair or maintain the City Easement Areas or the City Facilities within the time period set forth above, then ACTA shall have the right (or in the event of exigent circumstances, ACTA shall have the right without regard to any such time period), in addition to the remedies set forth in Article 7 below, to enter the City Easement Areas for the purpose of making such repairs or maintenance and, after making such repairs or maintenance, will deliver to the City an invoice for the reasonable cost and expenses thereof, and the City will remit to ACTA within 30 days thereafter the entire amount due under such invoice.

6.3 City's Duty to Restore Property

Promptly upon completion of any repair, maintenance, excavation, construction, improvement or reconstruction work by the City or its contractors within the City Easement Areas, the City shall restore at its cost the affected property to conditions generally prevailing within the City Easement Areas. Upon completion of such work, the City will ensure that no liens by contractors, subcontractors, materialmen and other providers of labor, equipment, material and/or services encumber such property in connection with such work.

6.4 Maintenance by ACTA

ACTA will maintain the ACTA Trench Easement Areas in good repair and condition, free of obstructions, and in a manner that does not impair the ability of the City or its agents and designees to have access to and over and to operate its public streets. If the City determines, in its reasonable judgment, that the ACTA Trench Easement Areas require maintenance, upkeep or repair in order to avoid injury or damage to any portion of the public streets above the ACTA Trench Easement Areas or persons, vehicles and equipment in or around said public streets, or to enable the exercise of any of the City's reserved rights, it will notify ACTA in writing of such facts. ACTA will commence the maintenance, upkeep or repair specified in such notice within 30 days after City's notice thereof (or in the event of exigent circumstances, such earlier period as is reasonably practicable), and will diligently proceed to complete such maintenance, upkeep

or repair. The responsibility for and cost of carrying out the maintenance, upkeep and repair required on or relating to the ACTA Trench Easement Areas will be borne solely by ACTA.

6.5 ACTA's Duty to Restore Property

Promptly upon completion of any repair, maintenance, excavation, construction, improvement or reconstruction work by ACTA or its contractors within the ACTA Trench Easement Areas or any lands in which ACTA has exercised its rights under the ACTA Maintenance Easement, ACTA shall restore at its cost the affected property to conditions generally prevailing within the ACTA Trench Easement Areas or such other areas, as are applicable. Upon completion of such work, ACTA will ensure that no liens by contractors, subcontractors, materialmen and other providers of labor, equipment, material and/or services encumber such property in connection with such work.

ARTICLE 7
ACCEPTANCE; WARRANTY DISCLAIMER

7.1 Acceptance

The parties acknowledge that ACTA constructed the City Facilities and certain other road street and pedestrian improvements using the specifications requested and/or approved by the City. Except as may be otherwise agreed pursuant to the terms and conditions of the one (1) year limited warranty as provided in Section 11.4 of the MOU, the City hereby accepts all such improvements, the City Easement Areas in **THEIR AS-IS CONDITION AND IN THEIR AS-IS STATE OF REPAIR ON THE DATE OF THIS GRANT DEED**. Except as set forth in Section 11.4 of the MOU, the City hereby waives and hereby disclaims all construction defect or other similar claims and all warranties of any type or kind whatsoever with respect to the City Easement Areas and the City Facilities or any component thereof or appurtenance thereto, including those of fitness for a particular purpose or use. To the extent available, ACTA shall provide to the City "as built" drawings for the City Easement Areas and the City Facilities constructed by ACTA.

ARTICLE 8
SIGNAGE

8.1 Traffic and Safety Signage

Subject to obtaining a Permitted Approval from ACTA, the City may install and maintain, at its expense, traffic and parking regulation and safety signs on the Fences above the top of the Trench Walls, provided that such signage does not affect the safe operation of the Rail Corridor Segment. Except as expressly provided in this Section 8.1, the City may not, and may not authorize others to, install, erect or place signage of any kind within the Rail Corridor Segment. Nothing in this Section shall be deemed to hinder ACTA's rights to place signs on such walls, Fences or other barriers.

ARTICLE 9
DEFAULT AND REMEDIES

9.1 Defaults

Either party's failure to perform any of its obligations hereunder within 15 days after receipt of written notice from the non-defaulting party shall be a default hereunder; provided that if the defaulting party commences to cure such failure but such failure cannot be cured within such 15-day period despite diligent pursuit of such cure, the defaulting party will be entitled to an extension of the period of time necessary to cure such failure if the defaulting party continues to diligently pursue such cure, not to exceed an additional 75 days.

9.2 Remedies

The remedies provided for herein will be cumulative.

9.2.1 Damages. In the event of a default under or breach of any of the terms of this Grant Deed which is not cured within the applicable cure period provided for herein, if any, the non-defaulting party will have all remedies available at law or in equity against the defaulting party (except as otherwise provided in this Grant Deed, and except that in no event may any party terminate or rescind this Grant Deed).

9.2.2 Specific Performance. The parties acknowledges that in the event of a default under or breach of any of the terms of this Grant Deed that is not cured within the applicable cure period, if any, provided for herein, damages may not be an adequate remedy, and the non-defaulting party may, in addition to exercising its legal remedies, seek equitable relief, including the entry of a decree for specific performance.

9.2.3 Right to Cure. In the event of a default of any of the terms of this Grant Deed which is not cured within the applicable cure period provided for herein, if any, the non-defaulting party will have the right, but not the obligation, to cure the default hereunder. All sums expended by the non-defaulting party in exercising its rights under the preceding sentence, including reasonable attorneys' fees, will be repaid by the defaulting party upon demand therefor. Any amounts owing under this Grant Deed shall bear interest at the rate of 10% per annum.

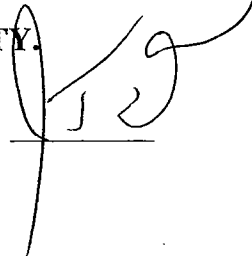
ARTICLE 10 **DISPUTE RESOLUTION**

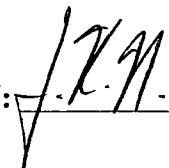
IN THE EVENT OF A CLAIM OR DISPUTE ARISING OUT OF THIS GRANT DEED, THE DISPUTING PARTIES WILL MAKE GOOD FAITH EFFORTS TO RESOLVE THE DISPUTE THROUGH NEGOTIATION. FAILING A RESOLUTION OF THE DISPUTE OR CLAIM THROUGH THESE GOOD FAITH EFFORTS WITHIN 30 DAYS AFTER THE COMMENCEMENT OF THE DISPUTE OR CLAIM, ANY DISPUTING PARTY MAY SERVE UPON THE OTHER DISPUTING PARTIES WITHIN SIX MONTHS AFTER EXPIRATION OF THE 30-DAY PERIOD PROVIDED FOR IN THE PRECEDING SENTENCE, A WRITTEN DEMAND FOR ARBITRATION. THE DISPUTING PARTIES WILL, WITHIN 15 DAYS THEREAFTER, OR WITHIN SUCH EXTENDED PERIOD AS THEY WILL AGREE TO IN WRITING, ATTEMPT TO AGREE UPON A MUTUALLY SATISFACTORY ARBITRATOR. IF THEY ARE UNABLE TO AGREE, A NEUTRAL ARBITRATOR WILL BE DESIGNATED PURSUANT TO SECTION 1281.6 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE IS SPECIFICALLY MADE APPLICABLE TO THIS GRANT DEED. THE ARBITRATOR WILL GIVE EACH OF THE PARTIES HERETO 10 DAYS'

PRIOR WRITTEN NOTICE OF THE TIME AND PLACE OF THE INITIAL HEARING AND WILL PROCEED WITHOUT DELAY TO HEAR AND DETERMINE THE MATTERS IN SUCH DISPUTE. THE AWARD OF THE ARBITRATOR WILL BE SUPPORTED BY LAW AND SUBSTANTIAL EVIDENCE AND MUST COMPLY WITH THE TERMS OF THIS GRANT DEED, AND FURTHER, THE ARBITRATOR WILL ISSUE WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE MAKING OF AN AWARD WHICH FAILS TO COMPLY WITH THE REQUIREMENTS OF THE IMMEDIATELY PRECEDING SENTENCE WILL BE DEEMED TO BE IN EXCESS OF THE ARBITRATOR'S POWERS AND THE COURT WILL VACATE THE AWARD IF, AFTER REVIEW, IT DETERMINES THAT THE AWARD CANNOT BE CORRECTED WITHOUT AFFECTING THE MERITS OF THE DECISION UPON THE CONTROVERSY SUBMITTED. ANY ARBITRATION PURSUANT TO THIS PROVISION WILL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA.

NO PERSON WILL ACT AS A NEUTRAL ARBITRATOR WHO IN ANY WAY HAS ANY FINANCIAL OR PERSONAL INTEREST IN THE RESULTS OF THE ARBITRATION OR HAS ANY PAST OR PRESENT RELATIONSHIP WITH ANY OF THE PARTIES OR THEIR COUNSEL. FAILURE TO DISCLOSE ANY SUCH INTEREST OR RELATION WILL BE GROUNDS FOR VACATING THE AWARD.

THE EXPENSES AND FEES OF THE ARBITRATOR WILL BE PAID IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1284.2 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. ANY AWARD BY THE ARBITRATOR WILL INCLUDE REASONABLE ATTORNEYS' FEES TO THE PREVAILING PARTY.

ACTA: 

CITY: 

ARTICLE 11
CONDITIONS TO GRANTS

11.1 City Easement Areas

In addition to any covenants, conditions, reservations and restrictions set forth in this Grant Deed, the City Easement Areas are transferred to the City hereunder subject to all covenants, conditions, restrictions, reservations, rights, right-of-way, easements and other matters of record or which are apparent. City hereby expressly waives each of the implied covenants which would otherwise arise as a result of the grants from Grantor in this Deed as set forth in Section 1113 of the California Civil Code (the "Civil Code"); provided, however, that ACTA and City each hereby expressly understand and agree that the provisions of Section 1106 of the Civil Code concerning after acquired title shall apply to this Grant Deed and are not hereby waived.

11.2 ACTA Easements

In addition to any covenants, conditions, reservations and restrictions set forth in this Grant Deed, the ACTA Trench Easement Areas and the ACTA Maintenance Easements are transferred to ACTA hereunder subject to all covenants, conditions, restrictions, reservations, rights, right-of-way, easements and other matters of record or which are apparent. ACTA hereby expressly waives each of the implied covenants which would otherwise arise as a result of the grants from Grantor in this Deed as set forth in Section 1113 of the California Civil Code (the "Civil Code"); provided, however, that the City and ACTA each hereby expressly understand and agree that the provisions of Section 1106 of the Civil Code concerning after acquired title shall apply to this Grant Deed and are not hereby waived.

ARTICLE 12
TERMS FOR ISSUANCE OF PERMITS OR APPROVALS

12.1 Permits and Approvals

In the event that the issuance of a permit or approval ("Permitted Approval") pursuant to this Grant Deed is required prior to the exercise of any rights or reservations provided for in this Grant Deed, the permit or approval requirement shall be subject to the following terms and

conditions, which shall be binding upon ACTA, the City and their respective successors in interest.

12.2 Terms and Conditions for Issuance of Permit or Approval

In the event that the issuance of a permit or approval is required pursuant to this Grant Deed, the issuance of such permit or approval shall not be unreasonably withheld or delayed (with ten days being the target date for issuance), and the entity granting the permit or approval shall act promptly with respect to any such request for a Permitted Approval so long as the party requesting the permit or approval (a) has consulted with the permitting entity as to the design and location of the proposed improvement or other type of work, and (b) has prepared and submitted to the permitting entity reasonably detailed plans for the construction of any improvements to be installed, constructed, altered or replaced or other type of work, and provided further that for any permits or approvals requested by the City, the proposed improvements to be constructed or work to be undertaken will not adversely impact the safety or structural integrity of the Rail Corridor Segment.

12.3 Fees for Processing Permit or Approval

No fee or other imposition shall be charged for any permit or approval.

**ARTICLE 13
[INTENTIONALLY OMITTED]**

**ARTICLE 14
INDEMNIFICATION**

14.1 City Indemnification

The City shall indemnify, defend (with counsel reasonably acceptable to the ACTA Indemnified Entities (as hereinafter defined)) and save harmless ACTA, POLA and its Board of Harbor Commissioners, POLB and its Board of Harbor Commissioners, each of the Railroads and any users of the Rail Corridor Segment, and each of them, and their respective officers, directors, employees, commissioners, agents, successors and assigns (individually and collectively, the “ACTA Indemnified Entities”), from and against any losses, claims, damages, liabilities, actions, costs or expenses (including reasonable attorneys’ fees and costs), which may

result directly or indirectly from (a) any act or omission in connection with, related to or arising from the exercise or use of any right, title or interest granted to City pursuant to this Grant Deed of the City by the City, or its respective employees, agents, representatives, contractors, subcontractors, invitees or licensees or users of the City Easement Areas (including but not limited to members of the public utilizing the streets, sidewalks and patio areas), or (b) a breach of the terms by the City of this Grant Deed, except to the extent any such losses result directly from the negligence or willful misconduct of the ACTA Indemnified Entities.

14.2 ACTA Indemnification

ACTA shall indemnify, defend (with counsel reasonably acceptable to the City Indemnified Entities (as hereinafter defined)) and save harmless the City and its officers, council members, employees, commissioners, agents, successors and assigns (individually and collectively, the “**City Indemnified Entities**”), from and against any losses, claims, damages, liabilities, costs or expenses (including reasonable attorneys’ fees and costs) which may result directly or indirectly from (a) any act or omission in connection with, related to or arising from the exercise or use of any right, title or interest granted to ACTA pursuant to this Grant Deed by ACTA, its employees, agents, representatives, contractors, subcontractors, invitees or licensees, or users of the areas granted to ACTA, or (b) a breach of the terms by ACTA of this Grant Deed, except to the extent any such losses result directly from the negligence or willful misconduct of the City Indemnified Entities.

14.3 Notifications

If any claim, action, proceeding, investigation or demand is brought or threatened against any person entitled to indemnification hereunder (an “**Indemnitee**”), by reason of any matter requiring indemnification (an “**Indemnified Matter**”), Indemnitee shall give written notice thereof to the person required to make such indemnification (an “**Indemnitor**”) which notice shall contain a reasonably detailed description of the event, occurrence or condition giving rise to the claim for indemnity and shall enclose a true copy of any and all documents served upon or received by Indemnitee.

14.4 Payment

If an Indemnitee suffers or incurs any losses arising from or in connection with any Indemnified Matter, Indemnitor shall pay such Indemnitee the total of such losses suffered and incurred by such Indemnitee within 90 days following demand therefor and delivery of an account of Losses suffered by such Indemnitee and thereafter as such losses are incurred and reported to Indemnitor by such Indemnitee.

14.5 Overdue Rate

Any losses required to be paid by Indemnitor to an Indemnitee under this Grant Deed which are not paid within 90 days after demand therefor shall be delinquent. In addition to all other rights and remedies of such Indemnitee against Indemnitor provided herein, or under applicable law, Indemnitor shall pay to Indemnitee interest accrued on any delinquent payments at the Overdue Rate (defined below) from the date such payment is due until paid. As used herein the “**Overdue Rate**” shall be equal to 10% per annum, but in no event shall the Overdue Rate be greater than the maximum rate of interest permitted to be contracted for by California law as of the date of demand.

14.6 Defense

Indemnitor shall at its own cost, expense, and risk: (a) defend each Indemnitee in all suits, actions, or other legal or administrative proceedings that may be brought or instituted against an Indemnitee on account of any Indemnified Matter with counsel selected by Indemnitor and reasonably acceptable to such Indemnitee; (b) pay and/or satisfy any judgment or decree that may be recorded against such Indemnitee in any such suit, action, or other legal or administrative proceedings; and (c) reimburse such Indemnitee for all losses incurred by such Indemnitee relating to or in connection with any such suit, action, or other legal or administrative proceedings.

ARTICLE 15 NOTICES

All notices and other communications under this Grant Deed will be in writing and will be deemed to have been duly given (a) on the date of delivery, if delivered personally on the

party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below and receipt has been confirmed either telephonically or by facsimile, or (b) on receipt, if mailed to the party to whom notice is to be given by overnight courier or first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

City: City of Huntington Park
6550 Miles Ave., Huntington Park, CA 90255
Attention: Patrick Fu, Assistant City Engineer
Facsimile No.: (323) 589-7122
Confirmation No.: (323) 584-6253

With a copy to: Mr. Gregory Korduner
City Manager
Attention:
Facsimile No. (323) 588-4577
Confirmation No.: (323) 584-6222

To ACTA: Alameda Corridor Transportation Authority
One Pacific Plaza, Suite 650
Carson, California 90745
Attn: John Doherty, Chief Executive Officer
Telecopy No. (310) 233-7483
Confirmation No. (310) 233-7480

ARTICLE 16
MISCELLANEOUS

16.1 Severability

Each provision of this Grant Deed will be interpreted so as to be effective and valid under applicable law to the fullest extent possible. However, if any provision contained herein will for any reason be held invalid, illegal or unenforceable in any respect, then, in order to effect the purposes of this Grant Deed it will be construed as if such provision had never been contained herein.

16.2 Binding Agreement

Subject to the restrictions on assignment set forth in this Grant Deed, this Grant Deed will be binding upon and will inure to the benefit of the City and ACTA, their respective successors

and assigns. Neither ACTA nor the City shall assign or otherwise transfer any interest granted in this Grant Deed to any other person or entity without the written consent of the other party (except that ACTA may assign any interest to POLA and/or POLB without the written consent of the City).

16.3 Amendments

No modifications, amendments or changes herein or hereof will be binding upon any party unless set forth in a document, duly executed and delivered by ACTA and the City. No provision of this Grant Deed will be altered, amended, revoked or waived except by and instrument in writing signed by the party to be charged with such alteration, amendment, revocation or waiver.

16.4 Attorneys' Fees

In any action brought to declare the rights granted herein or to enforce the provisions of any of the terms of this Grant Deed, the prevailing party will be entitled to an award of reasonable attorneys' fees, costs and expenses (including fees for services rendered by a party's internal or staff counsel) both at trial and in connection with any appeal, in any amount determined by the court or arbitrator. The provisions of this Section 16.4 will survive the entry of any judgment.

16.5 Counterparts

This Grant Deed may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except have additional signature pages executed by other parties to this Grant Deed attached thereto.

16.6 Relationship of the Parties

Notwithstanding anything to the contrary contained herein, this Grant Deed will not be deemed or construed to make ACTA, POLA, POLB and the City partners or joint venturers, or

to render one liable for any of the debts or obligations of the any other unless expressly so provided in this Grant Deed.

16.7 Third Party Beneficiaries

It is the intent of each party to this Grant Deed that each provision of this Grant Deed inure only to the benefit of the parties hereto as well as to the benefit of POLA, POLB and the Railroads, and the permitted successors and assignees of each of them, and will not inure to the benefit of any other person or entity (including any governmental or quasi-governmental agency or authority). The City acknowledges that POLA, POLB and the Railroads are express third party beneficiaries of this Grant Deed and that POLA, POLB and the Railroads, together or individually, may pursue directly any remedies provided for in this Grant Deed for any breach of this Grant Deed by the City.

16.8 Effect of Grant Deed; MOU

All negotiations relative to the matters contemplated by this Grant Deed are merged herein and there are no other understandings or agreements relating to the matters and things herein set forth other than those incorporated in this Grant Deed or agreements expressly referenced in this Grant Deed (including the MOU) or the documents executed in connection herewith. In this regard, the MOU is hereby terminated and is of no further force or effect except for those provisions which specifically survive termination of the MOU pursuant to the MOU.

16.9 Waiver

The failure of any party at any time or times to require performance of any provision hereof will in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

16.10 Time of Essence

Time is of the essence of this Grant Deed and of all parts hereof.

16.11 Governing Law; Forum

THIS GRANT DEED WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS-OF-LAW RULES AND PRINCIPLES OF SUCH STATE. EXCEPT FOR MATTERS SUBMITTED TO ARBITRATION IN ACCORDANCE WITH ARTICLE 10, THE PARTIES HERETO AGREE THAT ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS RELATED TO THIS GRANT DEED AND THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE BROUGHT, FILED, PROSECUTED AND DEFENDED IN EITHER THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES OR THE U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.

16.12 Incorporation of Attachments

This Grant Deed includes the following attachments which are attached hereto and are incorporated herein by reference:

ATTACHMENT

1. ACTA Property Description
2. Corridor Crossing Locations and City Non-Corridor Crossing Locations – Description and Depictions
3. Schedule of Existing Right Documents (City)
4. City Property Description

16.13 Construction

The language in all parts of this Grant Deed will be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. To the extent any “exception” from a grant is not deemed to be an “exception,” such “exception” shall be deemed to be a “reservation” and as such, any right, title or interest “excepted” from any grant shall be deemed to be “reserved” from any such grant. Section headings of this Grant Deed are solely for convenience of reference and will not govern the interpretation of any of the provisions of this Grant Deed. References to “Sections” or “Articles” are to Sections or Articles of this Grant Deed and references to “Exhibits” are to Exhibits attached hereto, unless otherwise

specifically provided. All references made (i) in the neuter, masculine or feminine gender will be deemed to have been made in all such genders, and (ii) in the singular or plural number will be deemed to have been made, respectively, in the plural or singular number as well. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Grant Deed will refer to this entire Grant Deed and not to any particular provision or section unless specifically indicated otherwise. the terms “include” or “including” do not limit the preceding words or terms. This Grant Deed shall be deemed to have been drafted by all parties to this Grant Deed, and the parties agree that California Civil Code Section 1069 shall be applicable to this Grant Deed and that the word “reservation” used in such Section 1069 shall also be applicable to any exception to any grant in this Grant Deed.

16.14 Non-Discrimination

The parties will not discriminate in their employment practices against any employee or applicant for employment because of the employee’s or applicant’s race, color, religion, national origin, ancestry, sex, age, disability, sexual orientation, AIDS, HIV status, physical handicap or Vietnam era veteran status. All assignments and transfers of interest permitted pursuant to this Grant Deed, and all contracts or subcontracts entered with respect to the City Easements, will contain this provision.

16.15 Conflict of Interest

It is hereby understood and agreed that the parties to this Grant Deed have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City of Los Angeles or the City of Long Beach relating to this Grant Deed.

16.16 Further Assurances

Each party will execute all such instruments and documents and will take in good faith all such actions as are reasonably necessary to carry out the provisions of this Grant Deed.

16.17 Joinder by POLA and POLB

Each of POLA and POLB are executing this Grant Deed only to the extent necessary to grant to City the interests set forth in Section 2.1 above, or terminate interests as set forth in Section 4.3 above, and then only to the extent that POLA and/or POLB have any rights in the real property interests being transferred or granted. The City agrees that neither POLA nor POLB has any obligations or liabilities whatsoever arising from this Grant Deed. Except as set forth in Sections 2.1, 4.3, 16.2, 16.7 and 16.17 above, the City hereby acknowledges that neither POLA, nor POLB shall be deemed a party to this Grant Deed for any other purpose. By executing this Grant Deed, the City expressly waives any right to file or assert a claim or action against POLA or POLB arising from this Grant Deed.

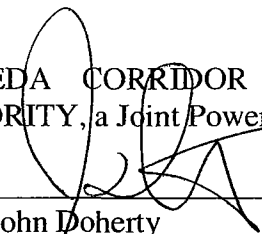
16.18 Successors and Assigns

The terms and conditions contained in this Grant Deed shall run with the land and shall bind the successors and assigns of the parties to this Grant Deed.

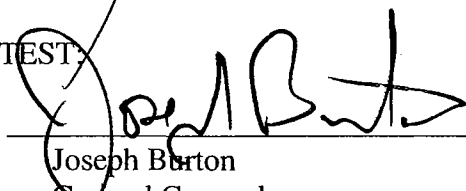
IN WITNESS WHEREOF, the parties to this Grant Deed have duly executed it as of the day and year first above written.

“ACTA”

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY, a Joint Powers Authority

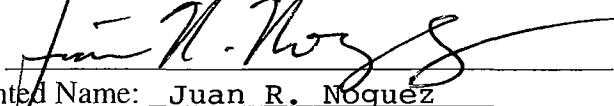
By: 
John Doherty
Chief Executive Officer

ATTEST

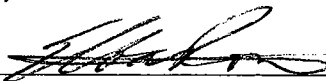
By: 
Joseph Burton
General Counsel

“CITY”

CITY OF HUNTINGTON PARK

By: 
Printed Name: Juan R. Noguez
Title: Mayor
Date: September 7, 2004

ATTEST:

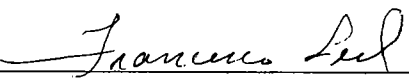
By: 

Printed Name: Elba Romo

Title: City Clerk

Date: September 7, 2004

APPROVED AS TO FORM:

By: 

Printed Name: Francisco Leal

Title: City Attorney

Date: September 7, 2004

THE CITY OF LOS ANGELES AND THE CITY OF LONG BEACH EXECUTE THIS DOCUMENT FOR THE LIMITED PURPOSE SPECIFIED IN SECTION 16.17 HEREOF.

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

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

ATTEST:

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

APPROVED AS TO FORM:

By: TH Thomas J. Griego
Printed Name: THOMAS J. GRIEGO
Title: DCA
Date: 1/10/06

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

By: Richard D. Steidle
Printed Name: RICHARD D. STEIDLE
Title: EXECUTIVE DIRECTOR
Date: 8-25-05

ATTEST:

By: Gustav T. Henn
Printed Name: Gustav T. Henn
Title: Exec. Officer to the Board
Date: 8/30/2005

APPROVED AS TO FORM:

By: Dominic Holzhaus
Printed Name: DOMINIC HOLZHAUS
Title: PRINCIPAL DEPUTY CITY ATTORNEY
Date: 8/24/05

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within Reciprocal Grant Deeds and Assignments to the Alameda Corridor Transportation Authority, are hereby accepted by the undersigned officer on behalf of ACTA, pursuant to authority conferred by resolutions of said Governing Board of the Alameda Corridor Transportation Authority adopted on _____, _____ as Resolution No. _____, and ACTA consents to recordation thereof by its duly authorized officer.

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY, a joint powers authority

By: _____

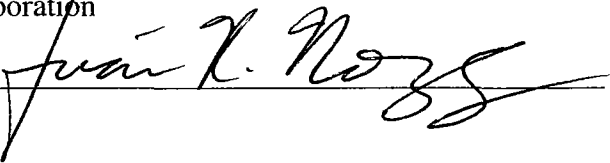


CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within Reciprocal Grant Deeds and Assignments to the City of Huntington Park, a municipal corporation, are hereby accepted by the undersigned officer on behalf of the City, pursuant to authority conferred by resolutions of said City Council adopted on September 7, 2004 as Resolution No. 2004-57, and the City of Huntington Park consents to recordation thereof by its duly authorized officer.

CITY OF HUNTINGTON PARK, a municipal
corporation

By:

A handwritten signature in black ink, appearing to read "Juan L. Noyes", is written over a horizontal line. The signature is stylized and cursive.

ACTA's Acknowledgment Page

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles

On May 26, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN T. DOHERTY, 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.

(AFFIX NOTARIAL SEAL)

Ruby J. Williams
NOTARY PUBLIC



City of Huntington Park's Acknowledgment Page

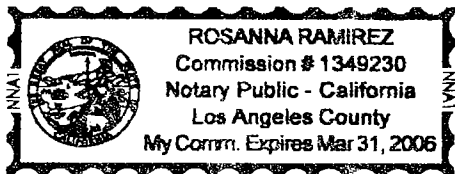
STATE OF CALIFORNIA)
) ss
COUNTY OF Los Angeles)

On September 1, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Juan R. Noquez,
_____ 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.

(AFFIX NOTARIAL SEAL)

Rosanna Ramirez
NOTARY PUBLIC



CITY OF HUNTINGTON PARK

GRANT DEED ATTACHMENT 1

"ACTA PROPERTY"

(This Attachment 1 contains four pages including this cover page and consists of one parcel.)

PARCEL 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.

CITY OF HUNTINGTON PARK

GRANT DEED ATTACHMENT 2

"CORRIDOR CROSSING LOCATIONS

AND CITY NON-CORRIDOR

CROSSING LOCATIONS -

DESCRIPTIONS AND DEPICTIONS"

(This Attachment 2 contains 27 pages including this cover page and consists of four Exhibit A's, four Exhibit B's, four Exhibit C's and four Exhibit D's.)

EXHIBIT "A"
ZOE AVENUE

MCOG-713

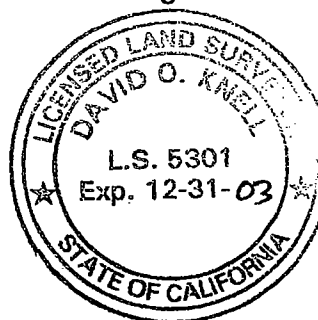
That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Zoe Avenue with the centerline of East Alameda Street, as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County; thence along the centerline of East Alameda Street, South 10°16'36" East 52.02 feet; thence leaving said centerline South 10°16'36" West 25.00 feet to the westerly line of said Parcel 2, said point being the TRUE POINT OF BEGINNING; thence along said easterly line North 10°16'36" West 100.00 feet; thence South 79°43'24" West 62.50 feet to the westerly line of said Parcel; thence along said westerly line South 10°16'36" East 100.00 feet thence North 79°43'24" East 62.50 feet to the TRUE POINT OF BEGINNING.

Contains 6,250 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000865 to obtain ground distances.

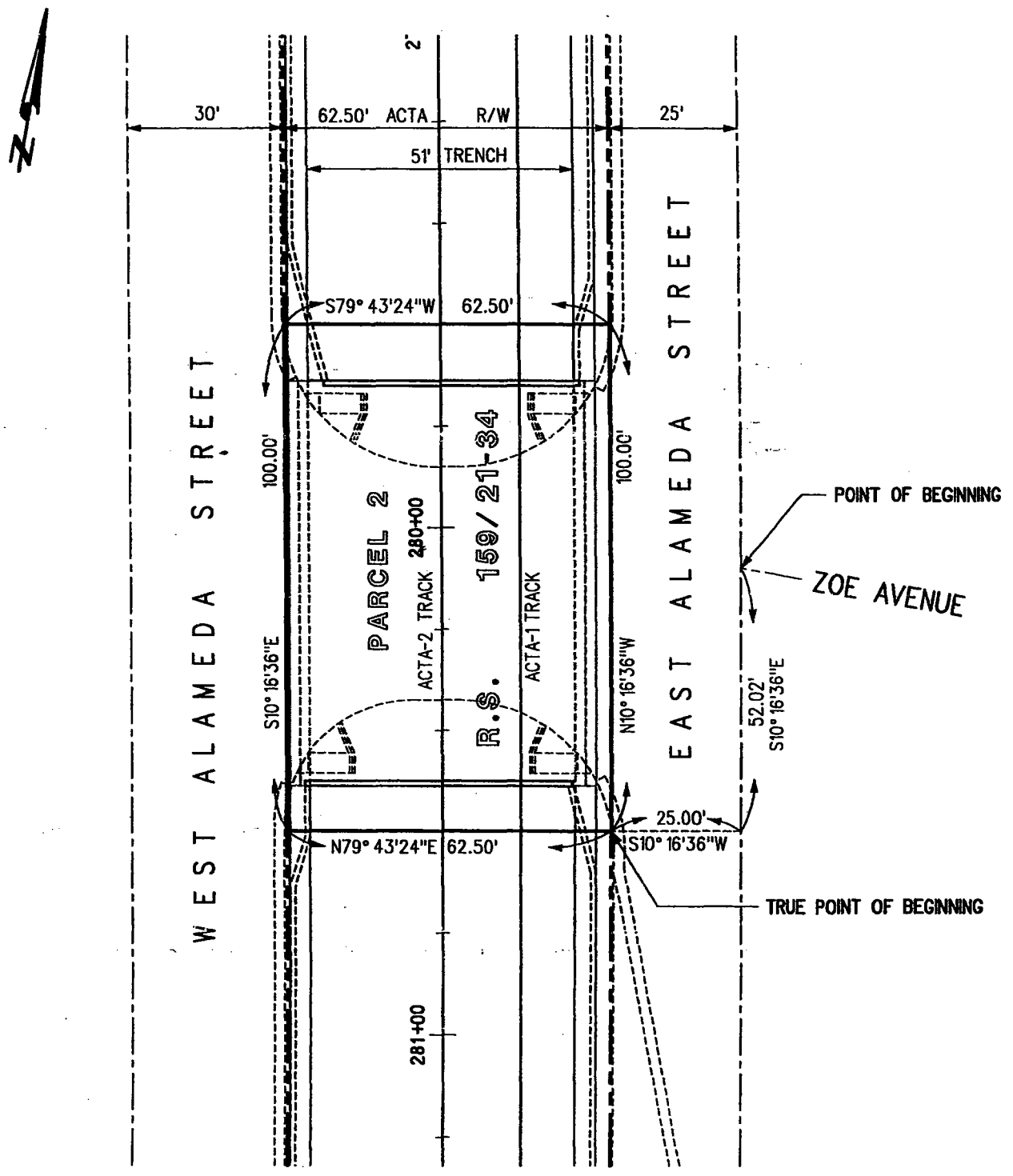
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF HUNTINGTON PARK				
NEARBY INTERSECTING STREETS: ZOE AVENUE				
ACTA-2 STA.: 280+11	ACTA PARCEL REF.: MCOG-713			
ACTA CROSSING NO.:	PARCEL 2			
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"





 <p>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT</p>	<p>ALAMEDA CORRIDOR PARCEL PLAT</p> <p>ZOE AVENUE BRIDGE MCOG-713</p>	<p>CONTRACT NO.:</p> <p>SCALE: 1"=30'</p> <p>DATE: 3/31/02</p> <p>DRAWN BY: DK</p> <p>CHECKED BY: DK</p> <p style="text-align: center;">SHT 1 OF 1</p>
<p>PREPARED BY:</p>  <p>WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200</p>	<p style="text-align: right;">25 JUN 2002 22:52:48 c:\willdan\plots\esg 3\zoe.dgn</p> <p style="text-align: right;">USER=</p>	

EXHIBIT "A"
GAGE AVENUE

MCOG-711

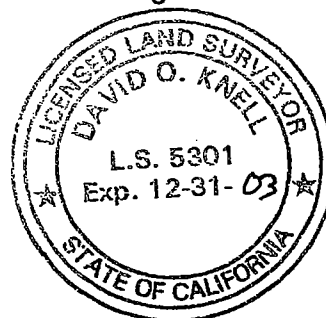
That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Gage Avenue (South) with the easterly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said centerline being on a curve, concave northerly having a radius of 1000.00 feet, a radial line to said point bears South 07°51'21" West, thence along said easterly line South 10°16'36" East 46.36 feet; thence South 79°43'24" West 62.50 feet to the westerly line of said Parcel 2, thence along said westerly line North 10°16'36" West 115.00 feet; thence North 79°43'24" East 62.50 feet to the easterly line of said Parcel; thence along said easterly line South 10°16'36" East 68.64 feet to the POINT OF BEGINNING.

Contains 7,188 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000869 to obtain ground distances.

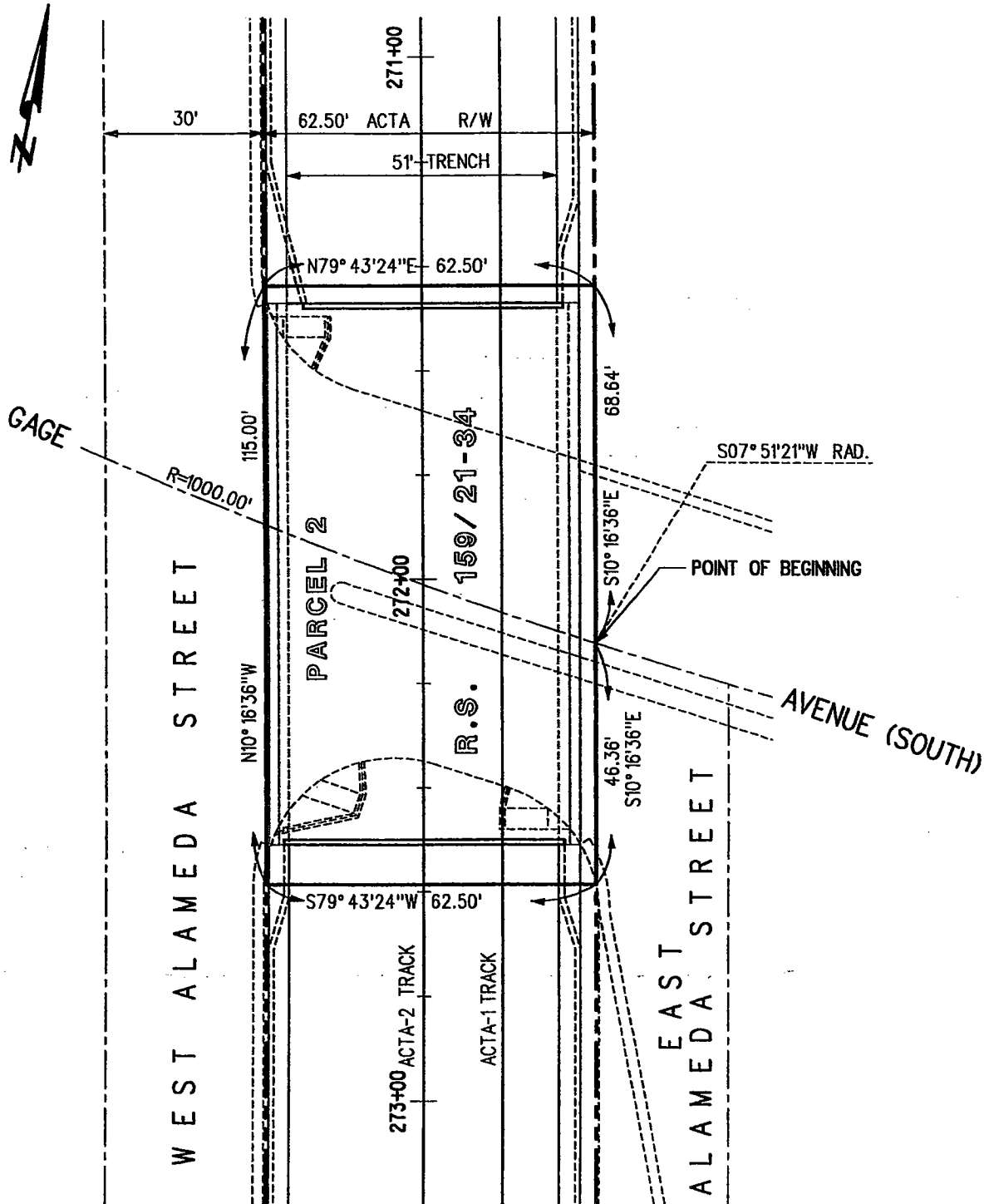
David O. Knell 7-18-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: GAGE AVENUE			
ACTA-2 STA: 271+99	ACTA PARCEL REF.: MCOG-711		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT GAGE AVENUE BRIDGE MCOG-711	CONTRACT NO.:
		SCALE: 1"=30'
PREPARED BY:	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DATE: 3/31/02
		DRAWN BY: DK
		CHECKED BY: DK
		SHT 1 OF 1

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EXHIBIT "A"
RANDOLPH STREET

MCOG-723

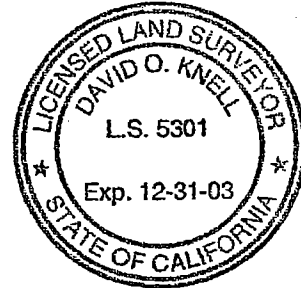
That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Randolph Street (South) with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along said westerly line North 10°16'36" West 120.53 feet; thence leaving said westerly line North 79°43'24" East 62.50 feet to the easterly line of said Parcel; thence along said easterly line South 10°16'36" East 178.00 feet; thence South 79°43'24" West 62.50 feet to the westerly line of said Parcel 2, thence along said westerly line North 10°16'36" West 57.47 feet to the POINT OF BEGINNING.

Contains 11,125 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

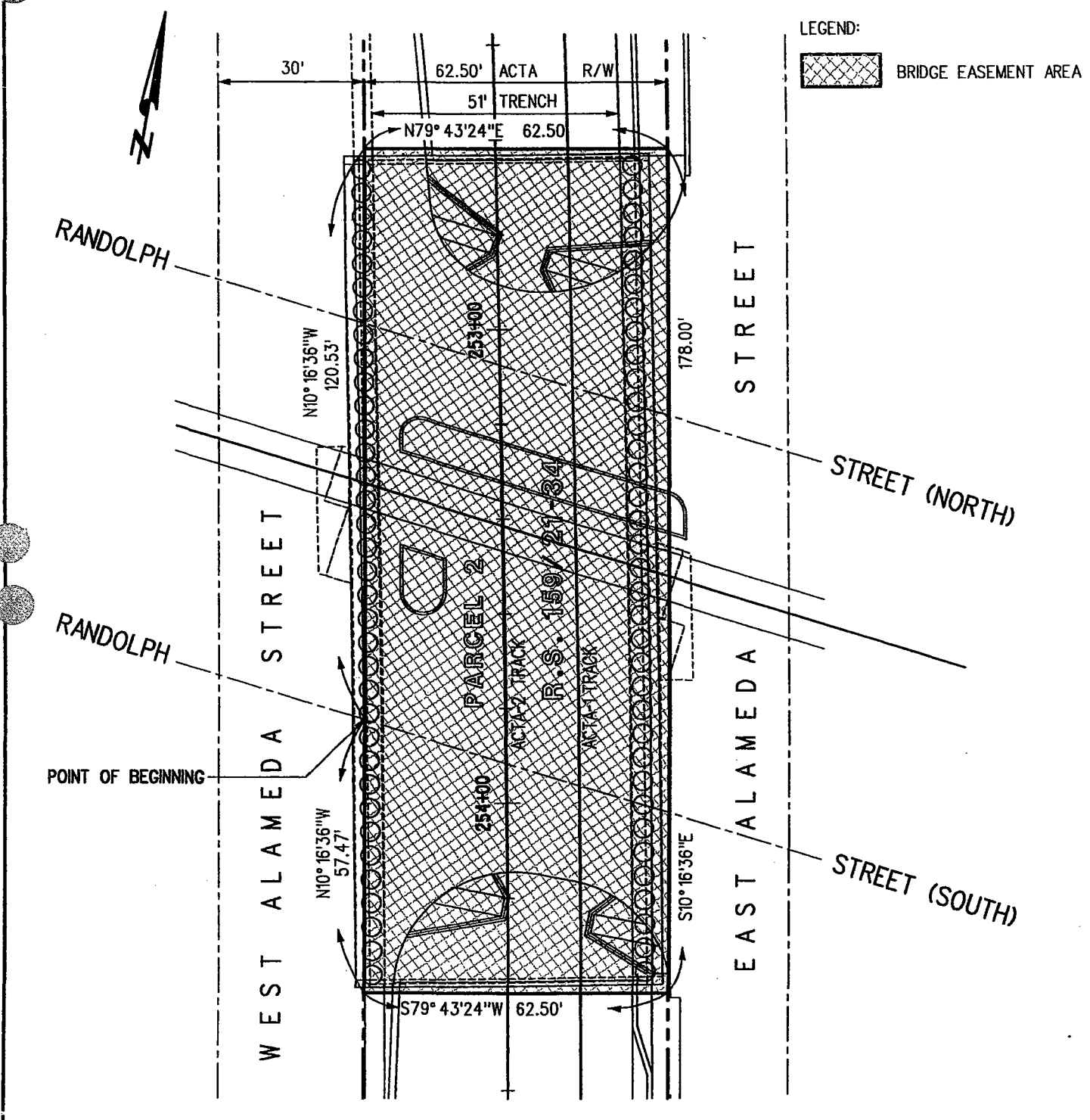
David O. Knell 4/30/02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		The coordinates, bearings & distances shown on this map are grid values & are related inverses based upon California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates.		
GRANTED TO: CITY OF HUNTINGTON PARK				
NEARBY INTERSECTING STREETS: RANDOLPH STREET				
ACTA-2 STA.: 253+50.5	ACTA PARCEL REF.: MCOG-723			
ACTA CROSSING NO.:	PARCEL 2			
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"



<p>ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT</p>	<p>ALAMEDA CORRIDOR PARCEL PLAT</p> <p>RANDOLPH STREET BRIDGE MCOG-723</p>	CONTRACT NO.:
		SCALE: 1"=30'
<p>PREPARED BY:</p> <p>WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200</p>	DATE: 3/31/02	
	DRAWN BY: DK	
	CHECKED BY: DK	
		SHT 1 OF 1

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EXHIBIT "A"
SLAUSON AVENUE
(WITHIN HUNTINGTON PARK)

MCOG-726

That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

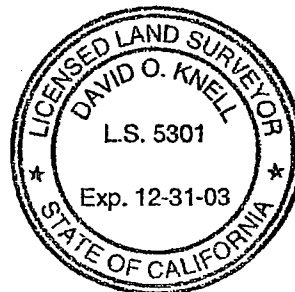
Beginning at the intersection of the centerline of Slauson Avenue with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said point being on a curve concave easterly having a radius of 5939.72 feet, a radial line to said point bearing South 80°59'17" West; thence northerly along said curve in said westerly line 67.00 feet through a central angle of 00°38'47"; thence leaving said westerly line along a radial line to said curve North 81°38'04" East 62.50 feet to the easterly line of said Parcel 2, said point being on a curve concentric with and 62.50 feet easterly of said 5939.72 foot radius curve; thence southerly along said curve 146.03 feet through a central angle of 01°25'25"; thence leaving said easterly line along a radial line to said curve South 80°12'39" West 62.50 feet to the westerly line of said Parcel 2, said point on said first mentioned curve; thence northerly along said curve 80.58 feet through a central angle of 00°46'38" to the POINT OF BEGINNING.

Excepting therefrom that portion lying within the City of Vernon.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

David O. Knell 4-26-02

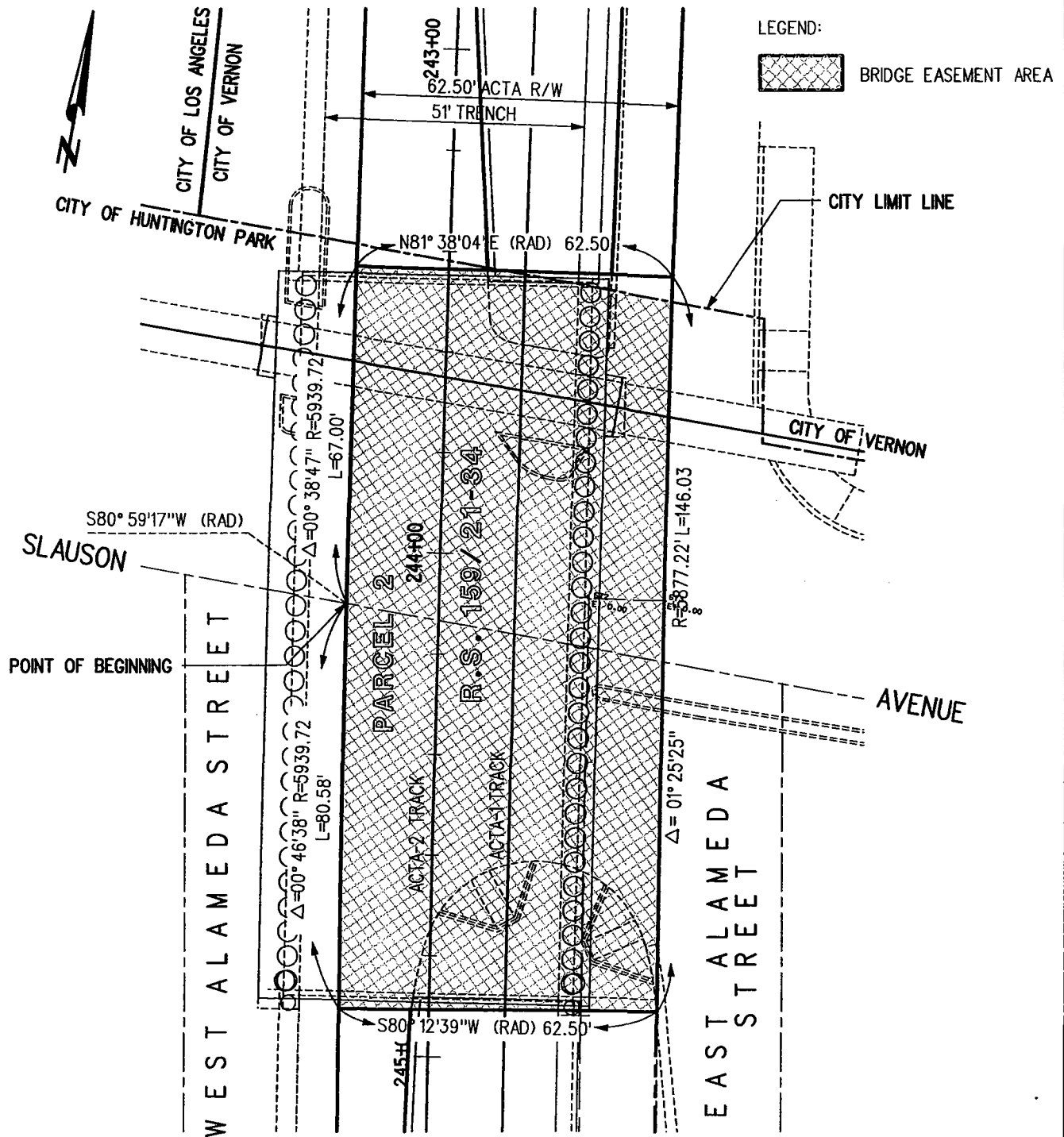
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit B" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: SLAUSON AVENUE			
ACTA-2 STA.: 244+17	ACTA PARCEL REF.: MCOG-726-1		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "B"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT SLAUSON AVENUE BRIDGE MCOG-726-1	CONTRACT NO.:
		SCALE: 1"=30'
PREPARED BY:	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DATE: 4/22/02
		DRAWN BY: DK
		CHECKED BY: DK
		SHT 1 OF 1

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EXHIBIT "C"
STREET EASEMENT

For the purpose of this description the following control line is described as follows:

Control Line "A"

Beginning at the northeasterly corner of Parcel 11 as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County and as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County; thence along the easterly line of said Parcel South 03°51'54" East 101.38 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line South 86°08'06" West 46.00 feet to the westerly line of Parcel 2 as shown on said Record of Survey.

MCOG-755

That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

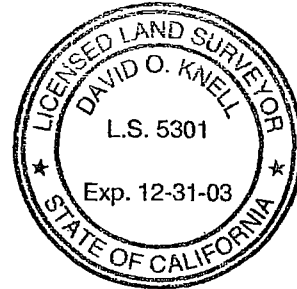
Beginning at the intersection of the centerline of Slauson Avenue with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said point being on a curve concave easterly having a radius of 5939.72 feet, a radial line to said point bearing South 80°59'17" West; thence northerly along said curve in said westerly line 67.00 feet through a central angle of 00°38'47" to the TRUE POINT OF BEGINNING; thence continuing northerly along said curve in said westerly line 466.55 feet through a central angle of 04°30'02"; thence North 03°51'54" West 145.03 feet; thence South 89°43'06" West 2.49 feet; thence North 03°51'54" West 608.33 feet to hereinabove described Control Line "A"; thence leaving said westerly line along said Control Line "A" North 86°08'06" East 11.81 feet; thence leaving said Control Line "A" South 03°51'54" East 169.22 feet; thence South 02°25'58" East 303.43 feet to the beginning of a curve concave easterly having a radius of 3950.00 feet; thence southerly along said curve 377.95 feet through a central angle of 05°28'56"; thence South 07°54'54" East 275.36 feet; thence South 12°40'43" East 93.72 feet to a point in a line being North 81°38'04" East 25.94 feet from the True Point of Beginning; thence South 81°38'04" West 25.94 feet to the TRUE POINT OF BEGINNING.

Except therefrom that portion lying within the City of Vernon.

Contains 66 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

David O. Knell 2-20-03
David O. Knell PLS 5301 (Exp. 12-31-03)

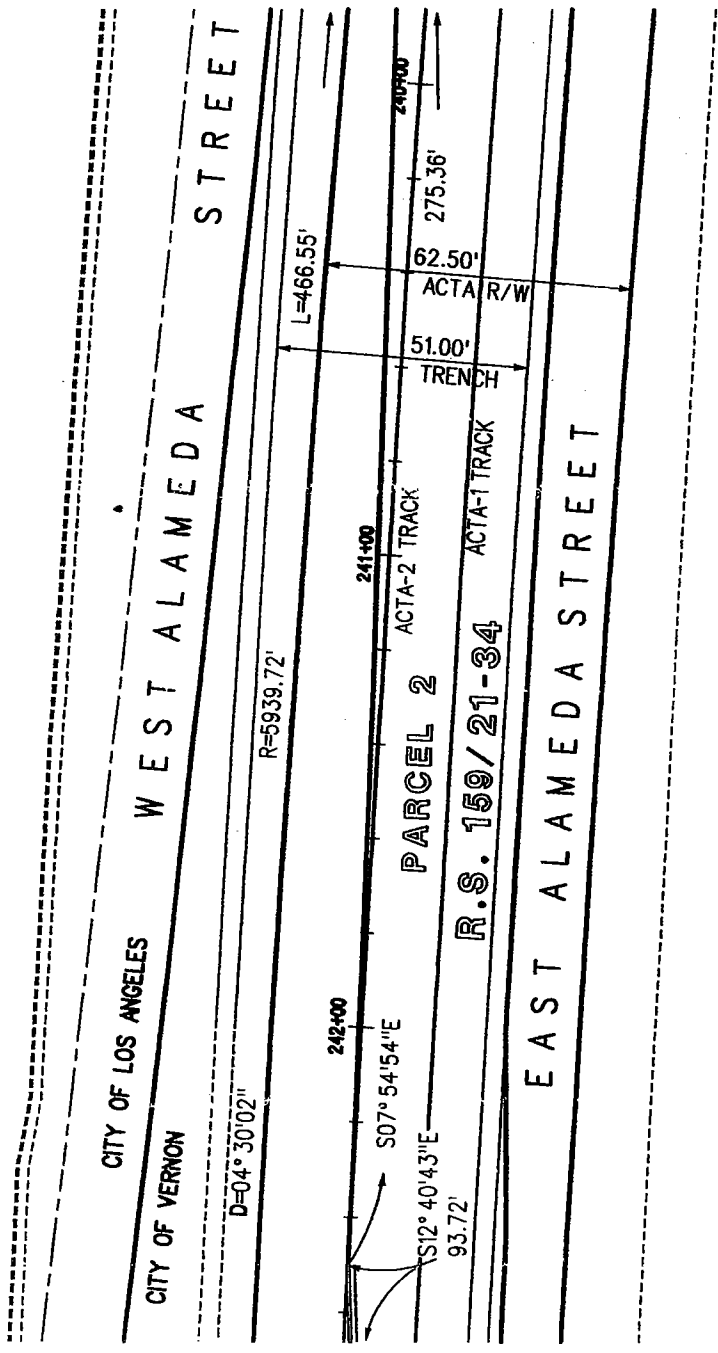


See sketch on "Exhibit D" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF HUNTINGTON PARK				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA.: 243+45	ACTA PARCEL REF.: MCOG-755			
ACTA CROSSING NO.:	PARCEL 2			
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"

SEE SHEET 3



SEE SHEET 1

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 STREET EASEMENT
 MCOG-755**

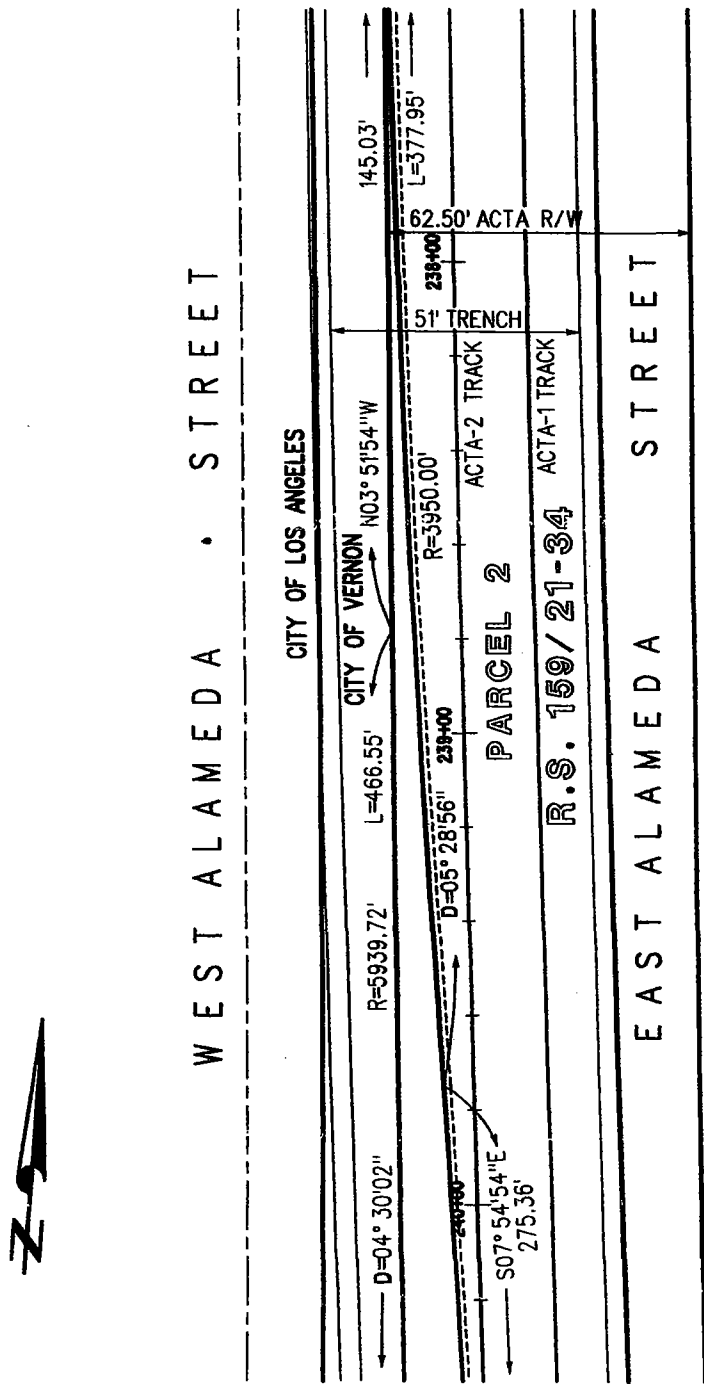
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DATE: 9/23/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 6

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EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET			
ACTA-2 STA: 243+45	ACTA PARCEL REF.: MCOG-755		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "D"
SEE SHEET 4



SEE SHEET 2

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-755**

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/23/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 3 OF 6

09 FEB 2003 2:31:48 PM c:\willdan\plots\veg 3n\mcog755-1hp-3.dgn USER=

EASEMENT FOR: STREET PURPOSES

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.

GRANTED TO: CITY OF HUNTINGTON PARK

NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET

ACTA-2 STA.: 243+45

ACTA PARCEL REF.: MCOG-755

ACTA CROSSING NO.:

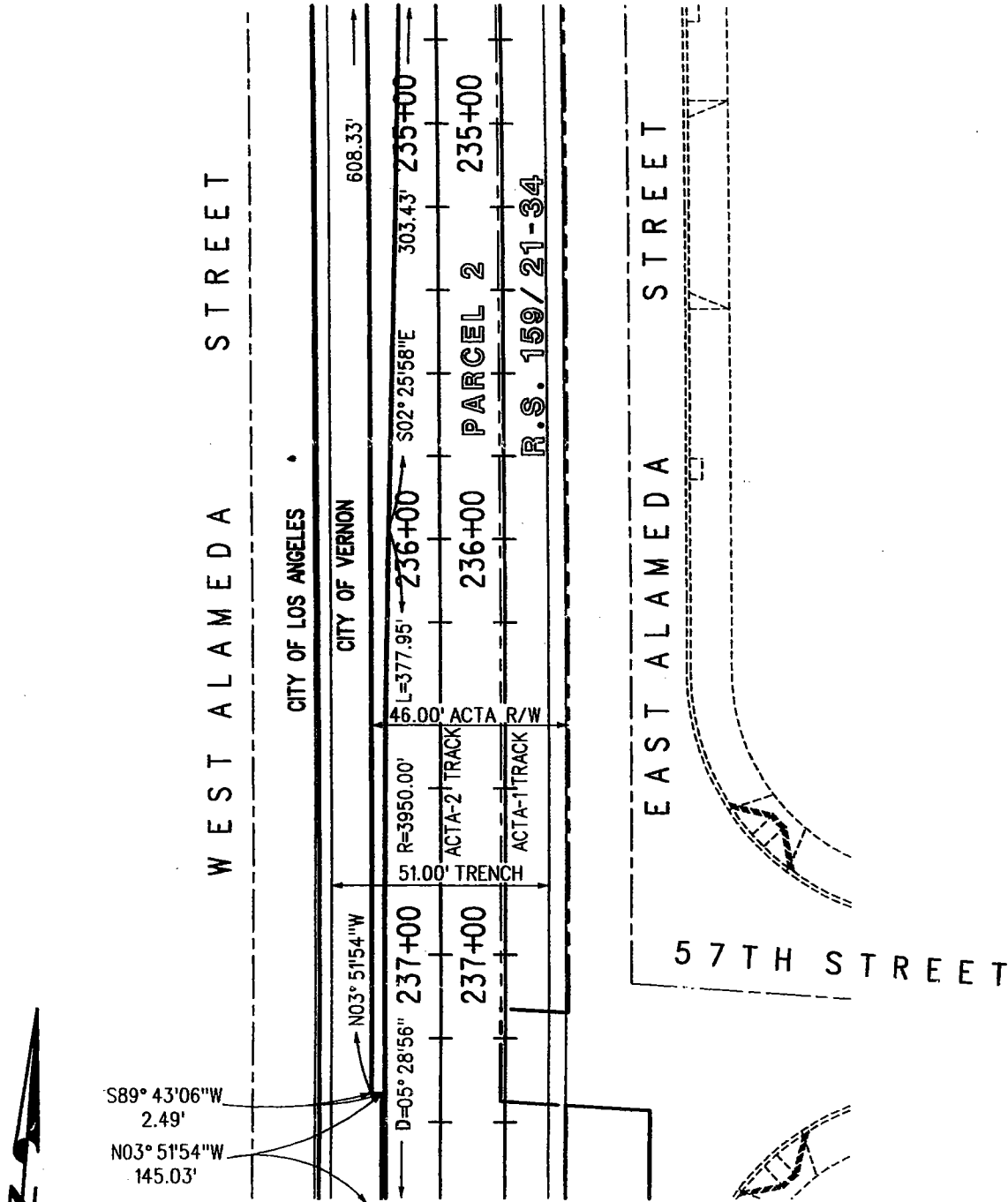
PARCEL 2
ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)

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

NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"

SEE SHEET 5



SEE SHEET 3

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

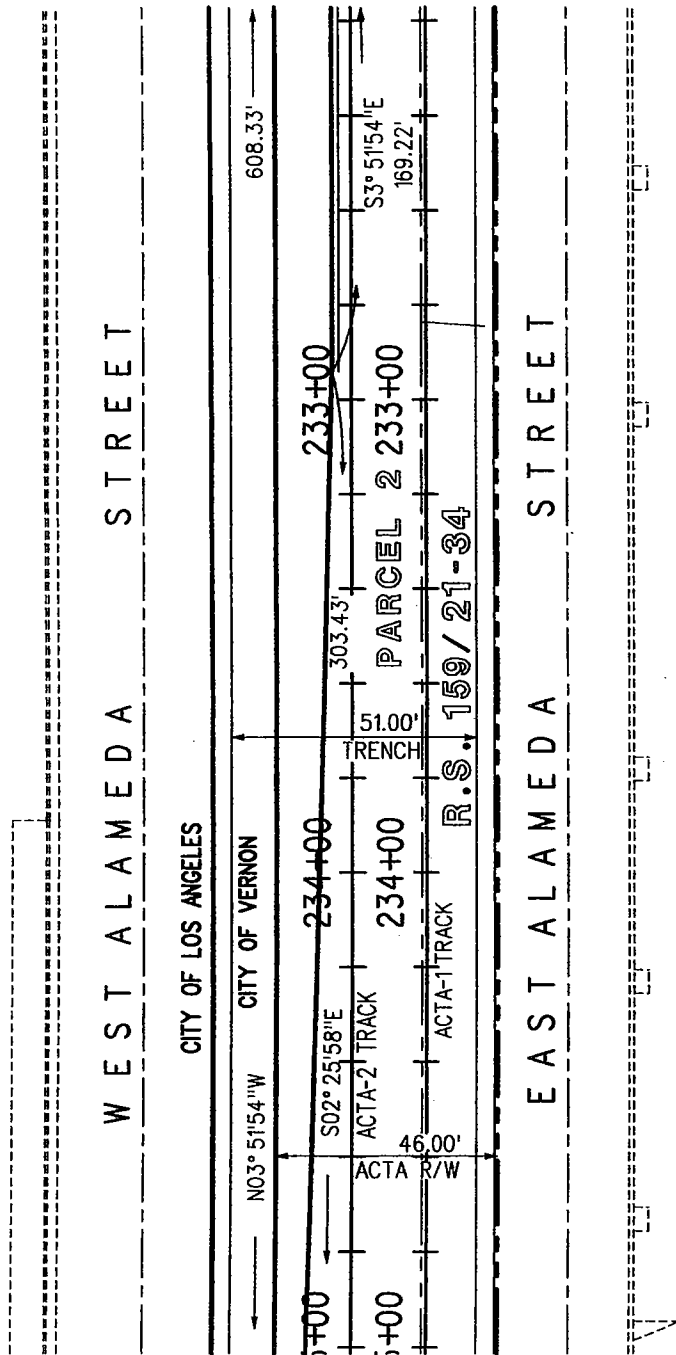
**ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-755**

CONTRACT NO.:	
SCALE:	1"=40'
DATE:	9/23/02
DRAWN BY:	DK
CHECKED BY:	DK
SHEET	4 OF 6

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EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF HUNTINGTON PARK				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 243+45	ACTA PARCEL REF.: MCOG-755			
ACTA CROSSING NO.:	PARCEL 2			
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"
SEE SHEET 6



SEE SHEET 4

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:  **WILLDAN ASSOCIATES**
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

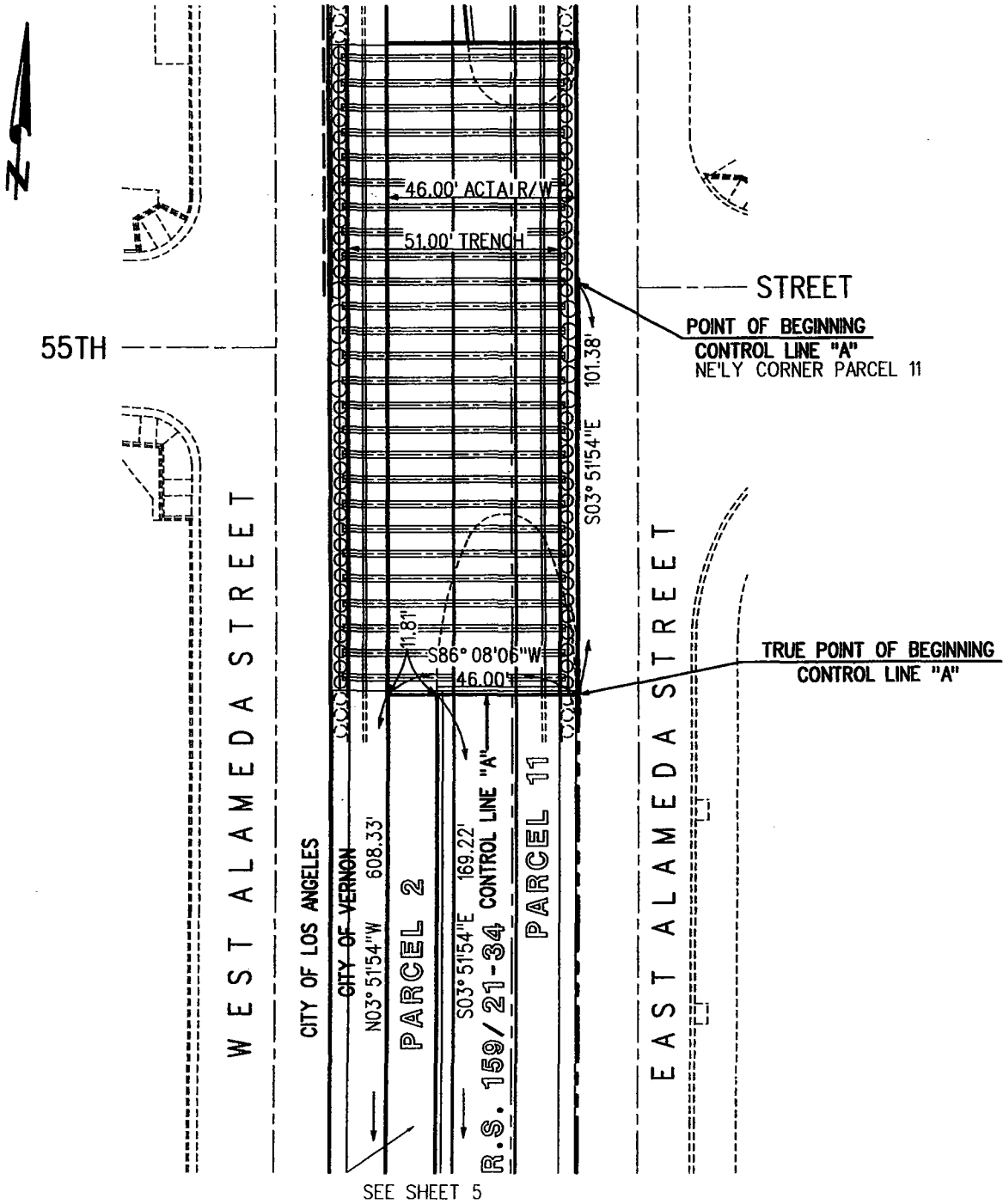
**ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-755**

CONTRACT NO.:
SCALE: 1"=40'
DATE: 9/23/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 5 OF 6

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EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF HUNTINGTON PARK				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE, 55TH STREET				
ACTA-2 STA: 243+45	ACTA PARCEL REF.: MCOG-755			
ACTA CROSSING NO.:	PARCEL 2			
RECORD OF SURVEY REFERENCE: RS 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT 'D'



SEE SHEET 5



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

**ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-755**

CONTRACT NO.:

SCALE: 1"=40'

DATE: 9/23/02

DRAWN BY: DK

CHECKED BY: DK

SHEET 6 OF 6

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EXHIBIT "C"
STREET EASEMENT

MCOG-756-1

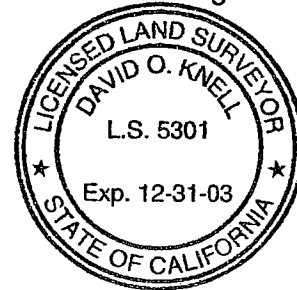
That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Slauson Avenue with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, said point being on a curve concave easterly having a radius of 5939.72 feet, a radial line to said point bearing South 80°59'17" West; thence northerly along said curve in said westerly line 67.00 feet through a central angle of 00°38'47"; thence leaving said westerly line along a radial line to said curve North 81°38'04" East 62.50 feet to the easterly line of said Parcel 2, said point being on a curve concentric with and 62.50 feet easterly of said 5939.72 foot radius curve; thence southerly along said curve 146.03 feet through a central angle of 01°25'25"; thence leaving said easterly line along the prolongation of a radial line to said curve South 80°12'39" West 62.50 feet to the westerly line of said Parcel 2, said point being on said first mentioned curve and the TRUE POINT OF BEGINNING; thence southerly along said curve in said westerly line 50.55 feet through a central angle of 00°29'15"; thence South 10°16'36" East 490.09 feet; thence leaving said westerly line North 08°44'44" West 330.75 feet; thence North 10°14'27" West 76.55 feet; thence North 07°54'54" West 133.45 to the above-described line having a bearing and length of "South 80°12'39" West 62.50 feet"; thence along said line South 80°12'39" West 14.17 feet to the TRUE POINT OF BEGINNING.

Contains 3,688 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

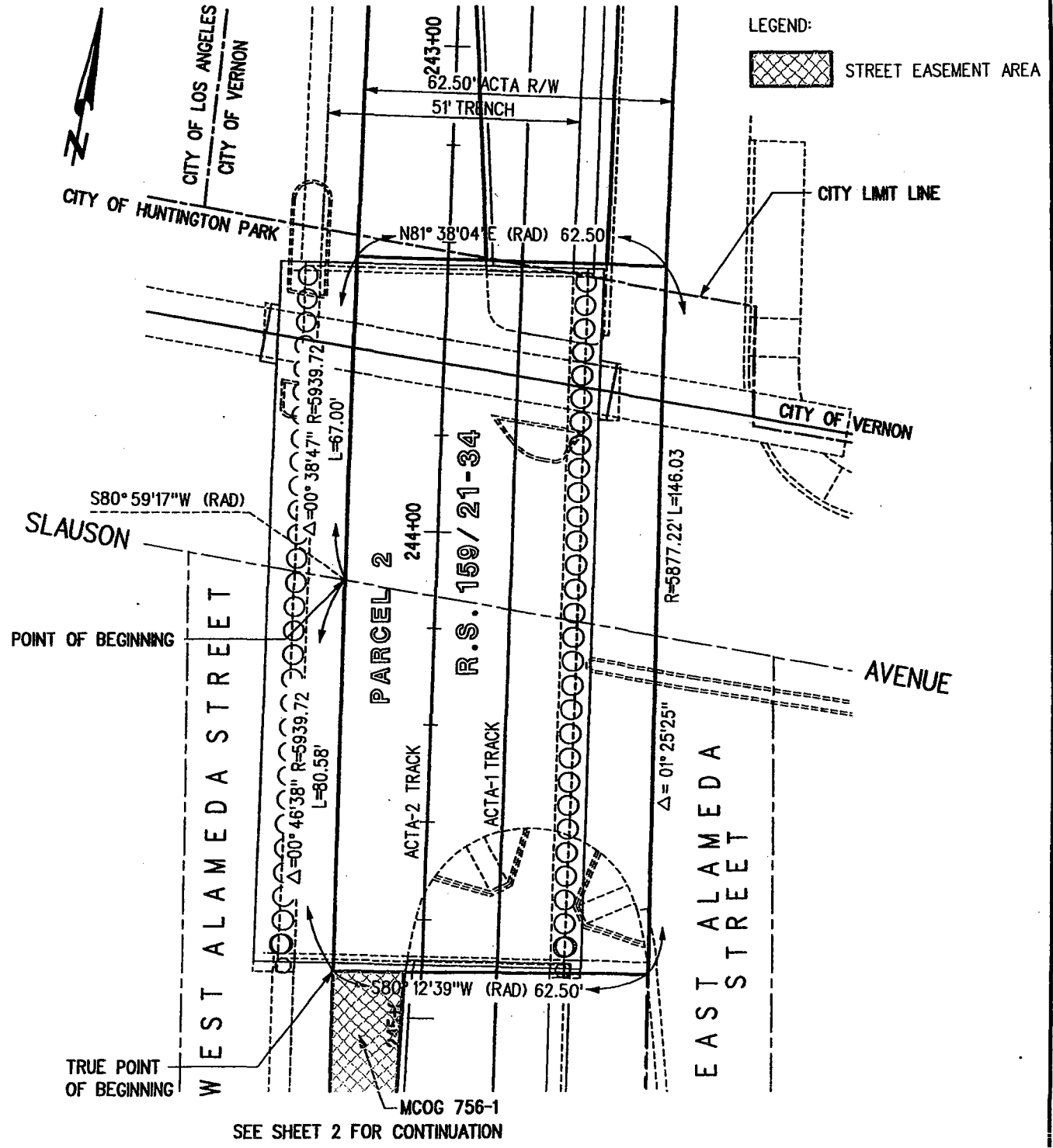
David O. Knell 2-20-03
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit D" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.		
GRANTED TO: CITY OF HUNTINGTON PARK				
NEARBY INTERSECTING STREETS: SLAUSON AVENUE				
ACTA-2 STA.: 244+90-250+31	ACTA PARCEL REF.: MCOG-756-1			
ACTA CROSSING NO.:	PARCEL 2			
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"

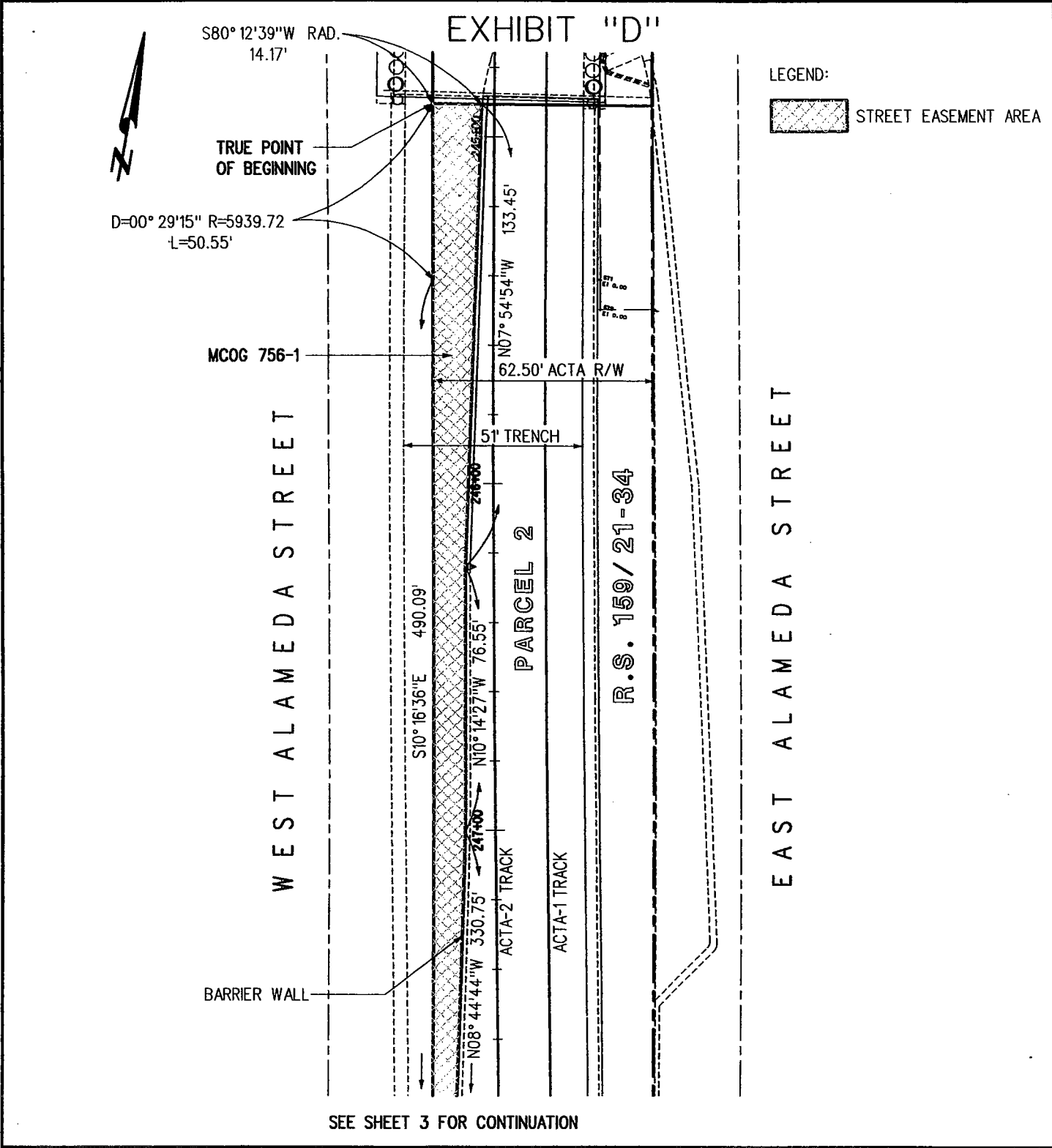


SEE SHEET 2 FOR CONTINUATION

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT STREET EASEMENT MCOG-756-1	CONTRACT NO.:
		SCALE: 1"=30'
PREPARED BY:	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DATE: 9/16/02
		DRAWN BY: DK
		CHECKED BY: DK
		SHEET 1 OF 3

16 SEP 2002 2:33:01 c:\willdan\plots\aeag 3n\mcog756-1-1.dgn USER=

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: SLAUSON AVENUE			
ACTA-2 STA: 244+90 - 250+31	ACTA PARCEL REF.: MCOG-756-1		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
			REVISION DESCRIPTION



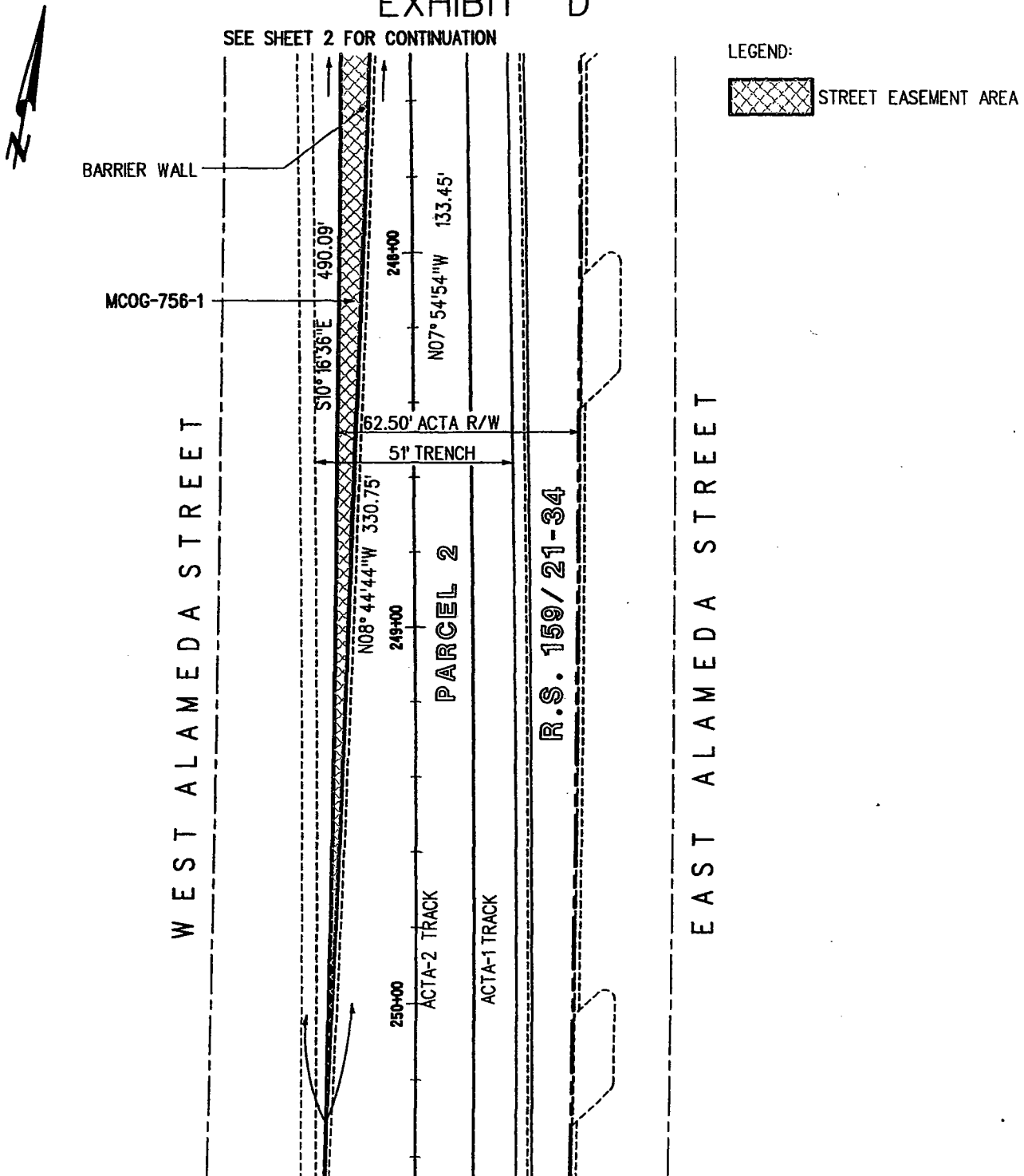
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT STREET EASEMENT MCOG-756-1	CONTRACT NO.:
		SCALE: 1"=40'
PREPARED BY: WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200		DATE: 9/16/02
		DRAWN BY: DK
		CHECKED BY: DK
		SHEET 2 OF 3

09 FEB 2003 22:46:14 c:\willdan\plots\seg 3n\mco756-1-2.dgn USER=

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: SLAUSON AVENUE			
ACTA-2 STA.: 244+90 - 250+31	ACTA PARCEL REF.: MCOG-756-1		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "D"

SEE SHEET 2 FOR CONTINUATION



LEGEND:
 STREET EASEMENT AREA

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 STREET EASEMENT
 MCOG-756-1**

CONTRACT NO.:	
SCALE: 1"=40'	
DATE: 9/16/02	
DRAWN BY: DK	
CHECKED BY: DK	
SHEET 3 OF 3	

EXHIBIT "C"
STREET EASEMENT

MCOG-756-2

That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Randolph Street (South) with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along said westerly line North $10^{\circ}16'36''$ West 120.53 feet to the TRUE POINT OF BEGINNING; thence continuing along said westerly line North $10^{\circ}16'36''$ West 202.09 feet; thence leaving said westerly line South $12^{\circ}11'09''$ East 82.34 feet; thence South $15^{\circ}00'16''$ East 120.20 feet to a point on a line being North $79^{\circ}43'25''$ East 12.65 feet from the True Point of Beginning; thence along said line South $79^{\circ}43'25''$ West 12.65 feet to the TRUE POINT OF BEGINNING.

Contains 1035 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

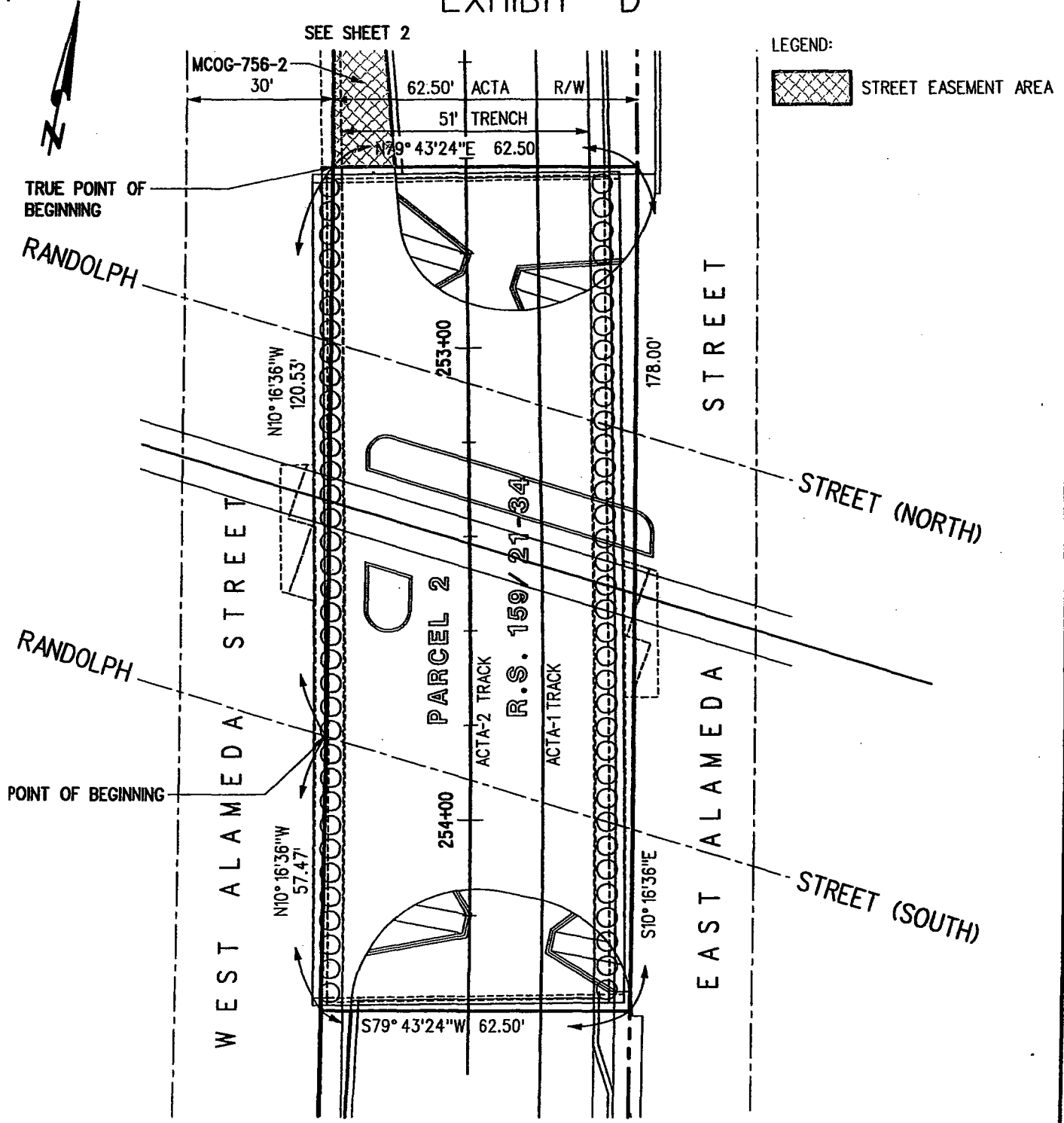
David O. Knell 10-24-02
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit D" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: RANDOLPH STREET			
ACTA-2 STA: 250+59 - 252+61	ACTA PARCEL REF.: MCOG-756-2		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "D"



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT
 STREET EASEMENT
 MCOG-756-2**

CONTRACT NO.:
SCALE: 1"=30'
DATE: 8/11/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 1 OF 2

\$FILES
 \$TIMES
 \$DATES
 \$USERS

EASEMENT FOR: STREET PURPOSES

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.

GRANTED TO: CITY OF HUNTINGTON PARK

NEARBY INTERSECTING STREETS: RANDOLPH STREET

ACTA-2 STA: 250+59 - 252+61

ACTA PARCEL REF.: MCOG-756-2

ACTA CROSSING NO.:

PARCEL 2
ACTA DEED REF.: NST. 94-2282144, O.R.
(PORTS R/W)

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

NO.	DATE	REVISION DESCRIPTION

EXHIBIT "D"



WEST ALAMEDA STREET

EAST ALAMEDA STREET

MCOG-757

PARCEL 2

R.S. 159/21-34

202.09'

S12°11'09"E 82.34'

251+00

120.20'

S15°00'16"E

252+00

ACTA-2 TRACK

ACTA-1 TRACK

30'

62.50'

ACTA

R/W

5'

TRENCH

BARRIER WALL

TRUE POINT OF BEGINNING

N10°16'36"W

S79°43'25"W
12.65'

LEGEND:



STREET EASEMENT AREA



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-756-2

CONTRACT NO.:

SCALE: 1"=30'

DATE: 8/11/02

DRAWN BY: DK

CHECKED BY: DK

SHEET 2 OF 2

\$FILES
\$TIMES
\$DATES

\$USERS

EXHIBIT "C"
STREET EASEMENT

MCOG-757

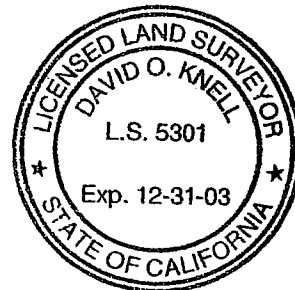
That portion of Parcel 2, in the City of Huntington Park, County of Los Angeles, State of California, as described in the deed to the Cities of Los Angeles and Long Beach, recorded December 29, 1994 as Instrument No. 94-2282144, Official Records of said County, described as follows:

Beginning at the intersection of the centerline of Randolph Street (South) with the westerly line of said Parcel 2 as shown on the Record of Survey filed in Book 159, Pages 21-34 of Records of Survey, records of said County, thence along said westerly line North 10°16'36" West 120.53 feet; thence leaving said westerly line North 79°43'24" East 62.50 feet to the easterly line of said Parcel; thence along said easterly line South 10°16'36" East 178.00 feet; thence South 79°43'24" West 62.50 feet to the westerly line of said Parcel 2, said point being the TRUE POINT OF BEGINNING; thence along said westerly line South 10°16'36" East 182.41 feet; thence leaving said westerly line North 08°22'02" West 182.51 feet to the above-described line having a bearing and length of "South 79°43'24" West 62.50 feet"; thence along said line South 79°43'24" West 6.08 feet to the TRUE POINT OF BEGINNING.

Contains 555 square feet, more or less.

All bearings and distances are grid values and are calculated inverses based upon the California Coordinate System, Zone 5 NAD 83 (1991.35 HPGN) State Plane Coordinates. Divide grid distances by 1.00000531 to obtain ground distances.

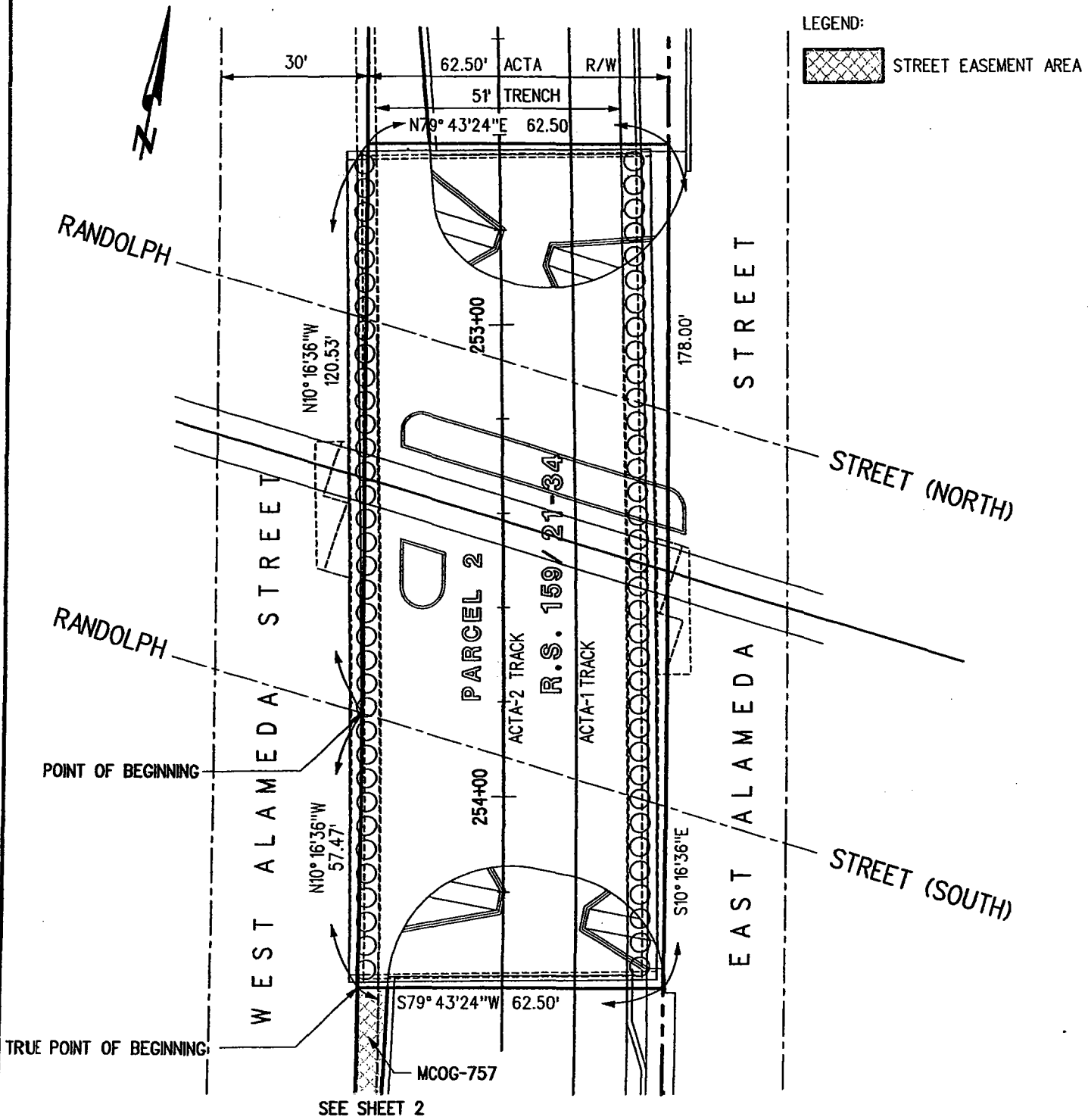
David O. Knell 2-20-03
David O. Knell PLS 5301 (Exp. 12-31-03)



See sketch on "Exhibit D" attached hereto and by this reference made a part hereof.

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: RANDOLPH STREET			
ACTA-2 STA: 254+40 - 256+20	ACTA PARCEL REF.: MCOG-757		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "D"

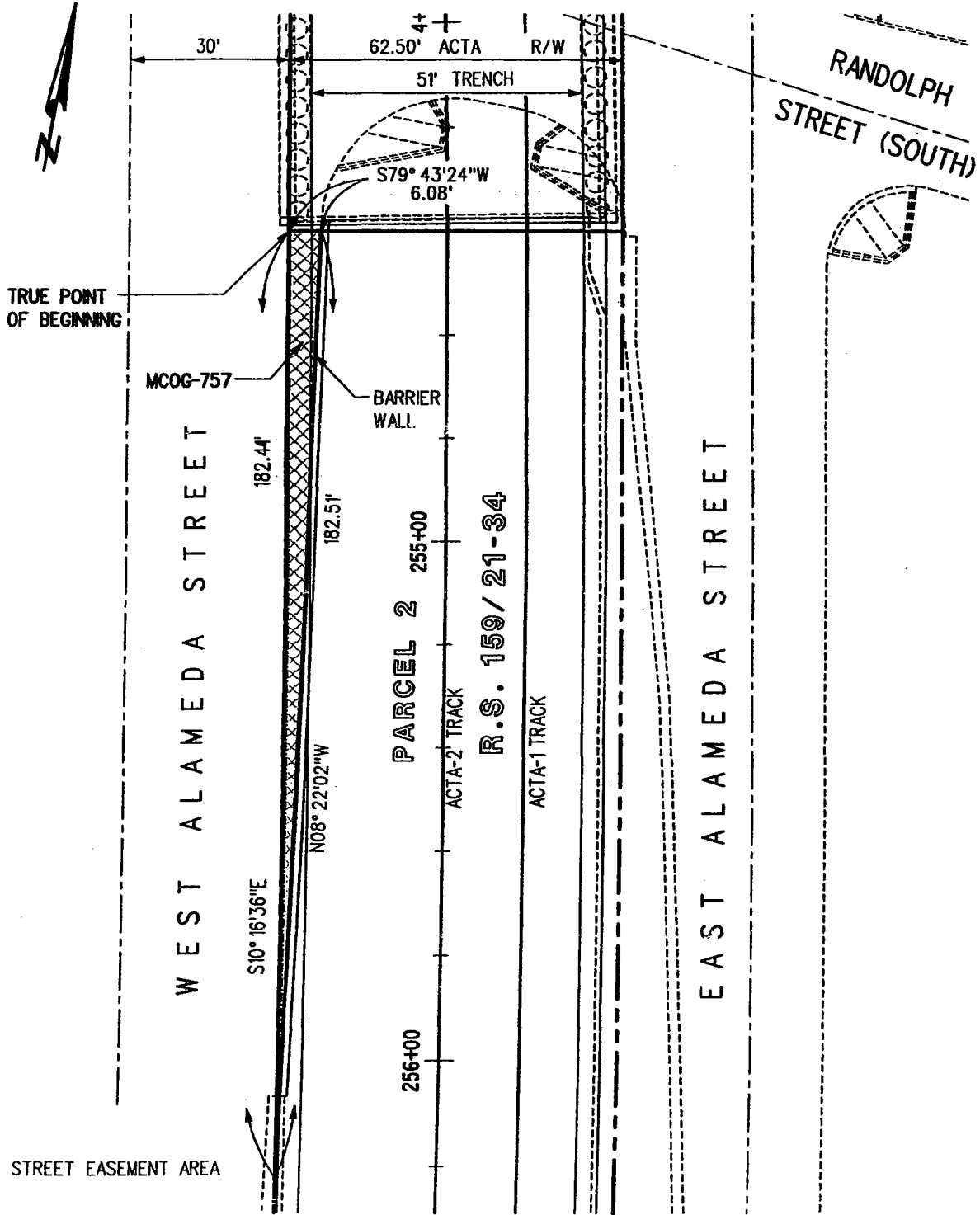


ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT STREET EASEMENT MCOG-757	CONTRACT NO.:
		SCALE: 1"=30'
PREPARED BY:	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DATE: 8/11/02
		DRAWN BY: DK
		CHECKED BY: DK
		SHEET 1 OF 2

11 AUG 2002 21:29:53 c:\willdan\plots\seg 3\mcoq757-1.dgn USER=

EASEMENT FOR: STREET PURPOSES		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.	
GRANTED TO: CITY OF HUNTINGTON PARK			
NEARBY INTERSECTING STREETS: RANDOLPH STREET			
ACTA-2 STA: 254+40 - 256+20	ACTA PARCEL REF.: MCOG-757		
ACTA CROSSING NO.:	PARCEL 2		
RECORD OF SURVEY REFERENCE: R.S. 159/21-34	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "D"



LEGEND:



STREET EASEMENT AREA

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

ALAMEDA CORRIDOR
PARCEL PLAT
STREET EASEMENT
MCOG-757

CONTRACT NO.:
SCALE: 1"=30'
DATE: 8/11/02
DRAWN BY: DK
CHECKED BY: DK
SHEET 2 OF 2

PREPARED BY:



WILLDAN ASSOCIATES
13191 CROSSROADS PARKWAY NORTH, #405
INDUSTRY, CALIFORNIA 91746
562-908-6200

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USER=

CITY OF HUNTINGTON PARK

GRANT DEED ATTACHMENT 3

**"SCHEDULE OF EXISTING RIGHT
DOCUMENTS (CITY)"**

(This Attachment 3 contains two pages including this cover page.)

ATTACHMENT 4

SCHEDULE OF EXISTING RIGHT DOCUMENTS (CITY OF HUNTINGTON PARK)

ITEM NO.	TYPE OF RIGHT	RECORDING DATE	RECORDING BOOK/PAGE	GRANTOR	GRANTEE	PURPOSE/ LOCATION
14	Easement	August 23, 1917	6581/248	Southern Pacific Railroad Company	City of Huntington Park	Public Street/ Zoe Avenue
22	Easement	May 6, 1932	11515/339	Southern Pacific Railroad Company	City of Huntington Park	Highway Purposes/ Zoe Avenue & Gage Avenue
23	Easement	May 6, 1932	11744/14	Southern Pacific Railroad Company	City of Huntington Park	Highway Purposes/ Florence Avenue
24	Easement	March 14, 1935	13227/286	Southern Pacific Company	City of Huntington Park	Highway Purposes/ Indeterminate location near Randolph Street
25	Easement	September 2, 1938	15971/378	Southern Pacific Railroad Company	City of Huntington Park	Storm Drain Purposes/ Between Zoe Ave. & 67th St.
26	Easement	May 8, 1939	16576/236	Southern Pacific Railroad Company	City of Huntington Park	24" Corrugated Metal Pipe/ Between Laura Avenue & Randolph Street
30	Easement	February 21, 1956	50381/216	Southern Pacific Company	City of Huntington Park	12" Water Line/ 65th Street
34	Easement	July 8, 1964	D2541/201	Southern Pacific Company	City of Huntington Park	12" Water Line/ Indeterminate location.
39	Easement	September 29, 1971	D5207/898	Southern Pacific Transportation Company	City of Huntington Park	Street or Highway/ Indeterminate location near Slauson Avenue
41	Easement	February 9, 1976	D6964/956	Southern Pacific Transportation Company	City of Huntington Park	Street or Highway/ Gage Avenue
42	Easement	January 13, 1977	Inst. No. 77-44901	Southern Pacific Transportation Company	City of Huntington Park	Street or Highway/ Florence Avenue
43	Easement	August 21, 1990	Inst. No. 90-1449600	Southern Pacific Transportation Company	City of Huntington Park	14" Water Line/ Indeterminate location north of Randolph Street

CITY OF HUNTINGTON PARK

GRANT DEED ATTACHMENT 4

"CITY PROPERTY DESCRIPTIONS"

(This Attachment 4 contains 15 pages including this cover page and consists of one Exhibit "A" and one Exhibit "B".)

LEGAL DESCRIPTION

EXHIBIT "A"

MC-625 (PERMANENT EASEMENT)

That portion of Alameda Street, variable width, in the City of Huntington Park, County of Los Angeles, State of California, as shown on the map filed in Book 159, Pages 21 to 34, inclusive, of Records of Survey, records of said County, lying within the following described strip of land:

Commencing at the northwesterly corner of Parcel 2 as described in a deed recorded as Instrument No. 94-2282144, Official Records of said County; thence southerly along the westerly line of said Parcel 2, South 00°36'23" East, 731.16 feet to the True Point of Beginning; thence continuing along said westerly line the following courses:

South 00°36'23" East, 68.02 feet to the beginning of a curve concave easterly and having a radius of 38205.84 feet;
Southerly along said curve, 2172.90 feet through a central angle of 3°15'31";
South 03°51'54" East, 5710.81 feet;
North 89°43'10" East, 2.49 feet;
South 03°51'54" East, 145.03 feet to the beginning of a curve concave easterly and having a radius of 5939.72 feet;
Southerly along said curve, 664.68 feet through a central angle of 6°24'42";
South 10°16'36" East, 899.56 feet;

Thence, leaving said westerly line, the following courses:

South 79°20'38" West, 3.71 feet to the beginning of a nontangent curve concave westerly and having a radius of 9966.48 feet;
Northerly along said curve, 85.57 feet through a central angle of 0°29'31";
Nontangent, North 82°54'52" West, 7.09 feet;
North 11°13'40" West, 30.15 feet;
North 78°46'20" East, 6.74 feet;
North 11°18'04" West, 61.37 feet;
North 78°41'56" East, 2.00 feet;
North 11°18'04" West, 433.69 feet;
North 11°12'19" West, 95.30 feet to the beginning of a curve concave easterly and having a radius of 7670.98 feet;
Northerly along said curve, 239.99 feet through a central angle of 1°47'33";
Along the prolongation of a radial line to said curve, South 80°35'14" West, 4.00 feet to the beginning of a curve, concentric with said last mentioned curve, concave easterly and having a radius of 7674.98 feet;
Northerly along said curve, 125.40 feet through a central angle of 0°56'10";
Along the prolongation of a radial line of said curve, South 81°31'24" West, 3.37 feet;
North 06°36'33" West, 16.84 feet;
North 89°52'26" East, 2.86 feet;

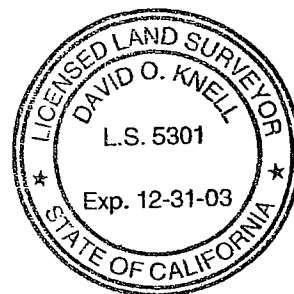
North 08°19'16" West, 8.82 feet;
 North 81°42'42" East, 4.00 feet to the beginning of a nontangent curve concave easterly
 and having a radius of 7670.98 feet, a radial line of said curve to which point
 bears South 81°42'42" West;
 Northerly along said curve, 579.42 feet through a central angle of 4°19'40";
 North 03°57'38" West, 95.31 feet;
 North 03°51'54" West, 3662.90 feet;
 South 86°08'04" West, 7.00 feet;
 North 03°51'44" West, 28.00 feet;
 North 86°08'07" East, 7.03 feet;
 North 04°00'29" West, 30.63 feet to the beginning of a curve concave westerly and
 having a radius of 9968.48 feet;
 Northerly along said curve, 195.92 feet through a central angle of 1°07'34";
 North 05°08'03" West, 500.29 feet to the beginning of a curve concave easterly and
 having a radius of 10031.49 feet;
 Northerly along said curve, 222.26 feet through a central angle of 1°16'10";
 North 03°51'53" West, 1008.64 feet to the beginning of a curve concave easterly and
 having a radius of 38237.26 feet;
 Northerly along said curve, 1623.00 feet through a central angle of 2°25'55";
 North 01°52'58" West, 295.32 feet to the beginning of a curve concave easterly and
 having a radius of 1613.00 feet;
 Northerly along said curve, 139.43 feet through a central angle of 4°57'10" to the
 beginning of a compound curve concave easterly and having a radius of 1217.28
 feet and which passes through the True Point of Beginning at its northerly
 terminus;
 Northerly along said curve, 187.21 feet through a central angle of 8°48'43" to the True
 Point of Beginning.

The distances used in the above description are grid distances based on the California Coordinate System of 1983, Zone 5. Divide all distances used in the above description by the mean combination factor of 1.00000522 to obtain ground distances.

See Exhibit "B" attached hereto and by this reference made a part hereof

Prepared under the direction of:

David O. Knell 226-02
 David O. Knell PLS 5301 Date

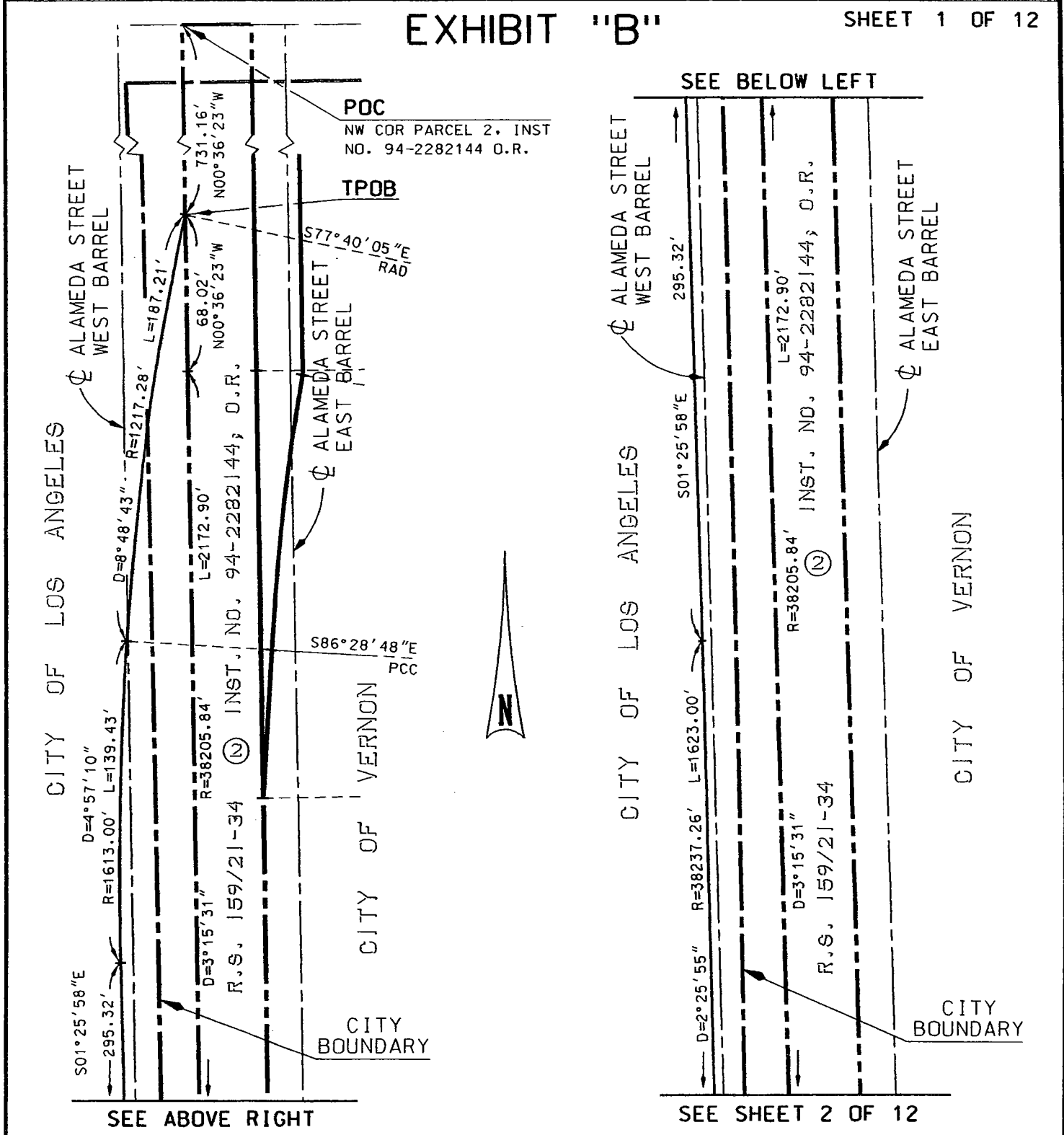


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 February 21, 2003

EASEMENT FOR: ALAMEDA CORRIDOR TRENCH		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.		
GRANTED TO: ACTA / PORTS				
NEARBY INTERSECTING STREETS: NA				
ACTA-2 STA:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: 159 / 21 -34				

EXHIBIT "B"

SHEET 1 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

MC-625
 CITY OF
 HUNTINGTON PARK

CONTRACT NO.:	
SCALE:	1" = 60'
DATE:	
DRAWN BY:	DB
CHECKED BY:	DK
SHT	OF

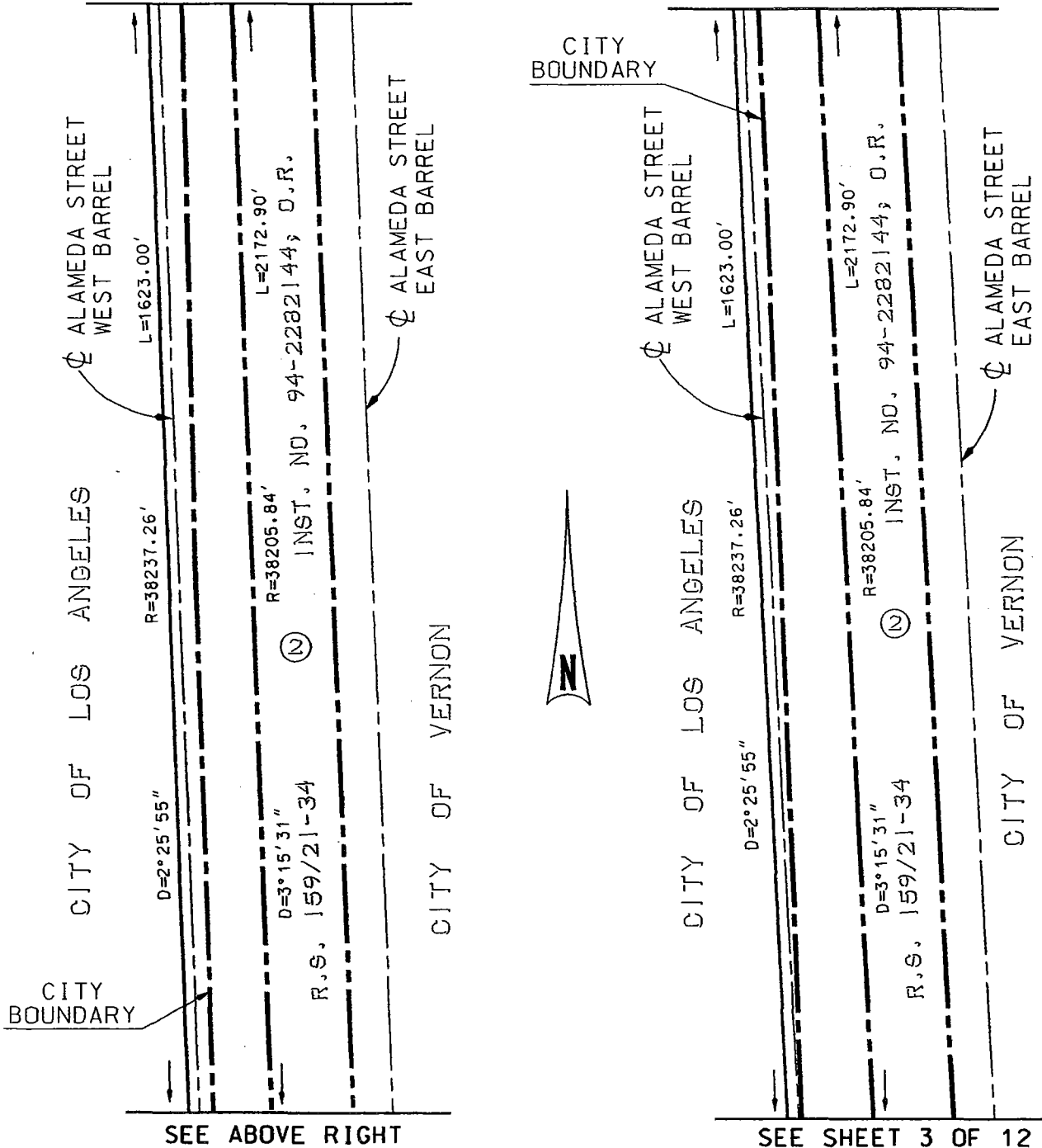
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RECORD OF SURVEY REFERENCE: 159 / 21 -34		NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B"

SHEET 2 OF 12

SEE SHEET 1 OF 12

SEE BELOW LEFT



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY MID-CORRIDOR DESIGN-BUILD PROJECT	ALAMEDA CORRIDOR PARCEL PLAT MC-625 CITY OF HUNTINGTON PARK	CONTRACT NO.:
		SCALE: 1" = 60'
PREPARED BY:	WILLDAN ASSOCIATES 13191 CROSSROADS PARKWAY NORTH, #405 INDUSTRY, CALIFORNIA 91746 562-908-6200	DATE:
		DRAWN BY: DB
		CHECKED BY: DK
		SHT OF

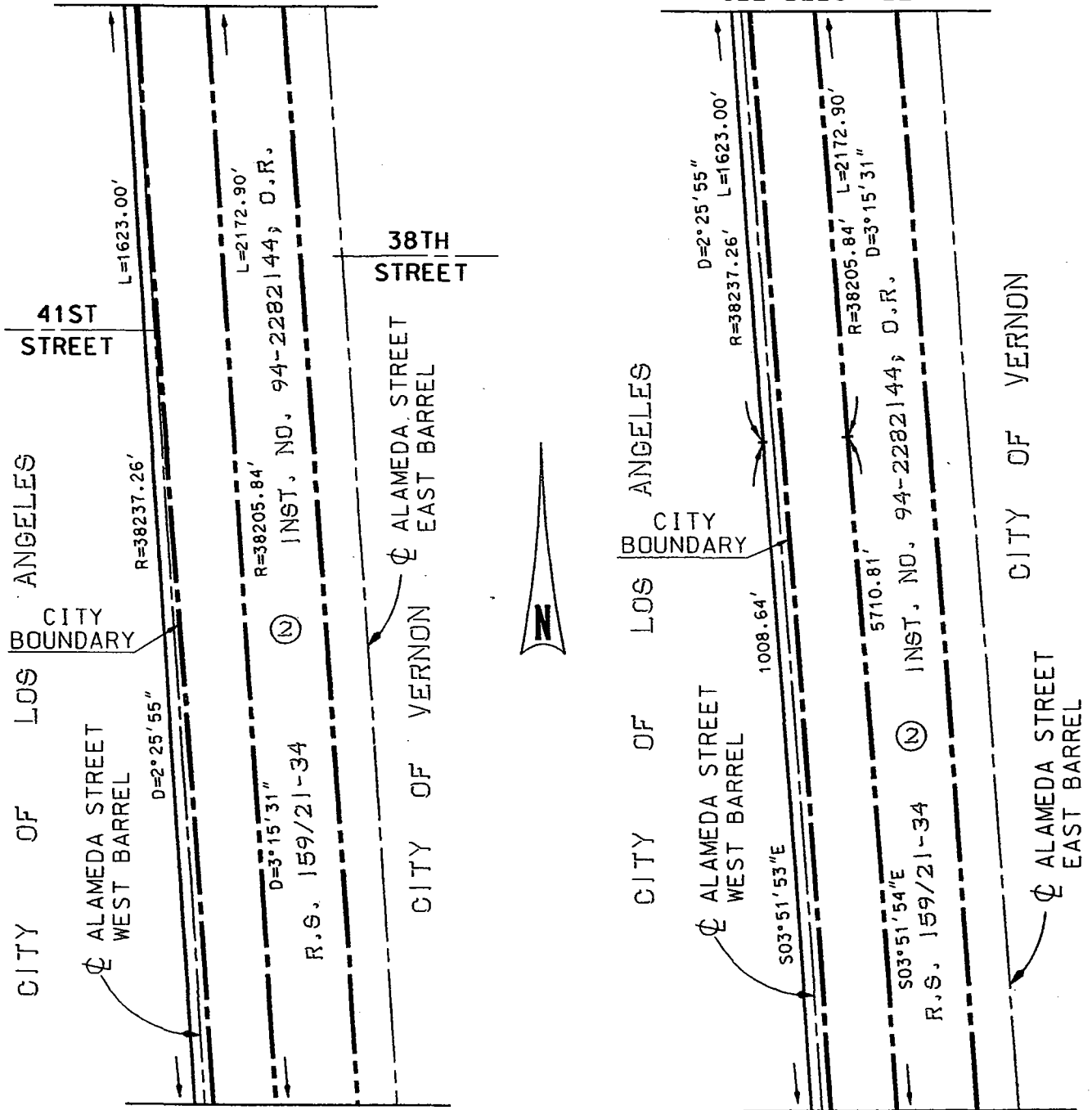
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GRANTED TO: ACTA / PORTS			
NEARBY INTERSECTING STREETS: NA			
ACTA-2 STA:	ACTA PARCEL REF.: NA		
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "B"

SHEET 3 OF 12

SEE SHEET 2 OF 12

SEE BELOW LEFT



SEE ABOVE RIGHT

SEE SHEET 4 OF 12

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

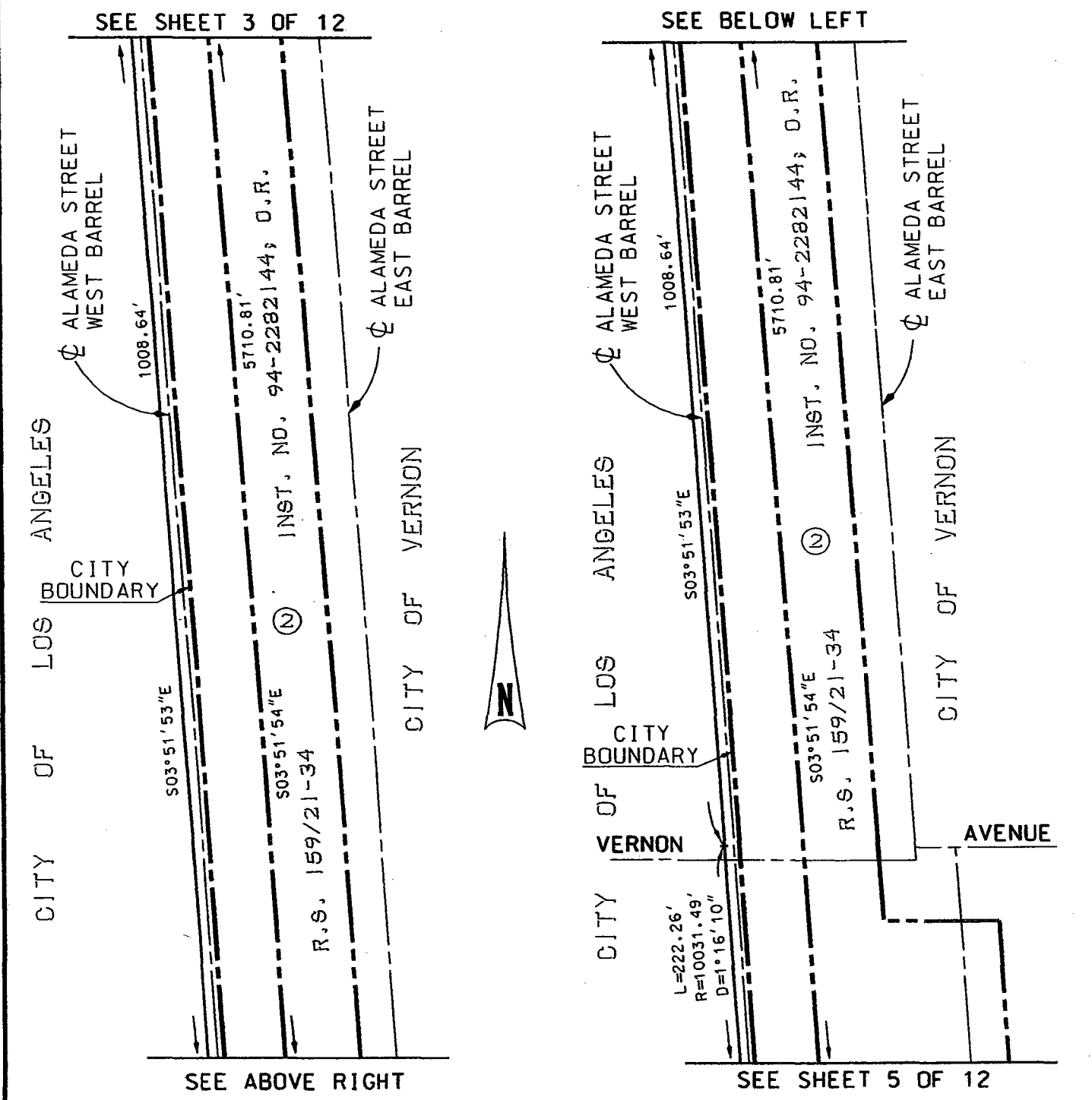
**MC-625
 CITY OF
 HUNTINGTON PARK**

CONTRACT NO.:	
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SHT	OF

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ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "B"

SHEET 4 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY: **WILLDAN ASSOCIATES**
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 INDUSTRY, CALIFORNIA 91746
 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

**MC-625
 CITY OF
 HUNTINGTON PARK**

CONTRACT NO.:	
SCALE:	1" = 60'
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CHECKED BY:	DK
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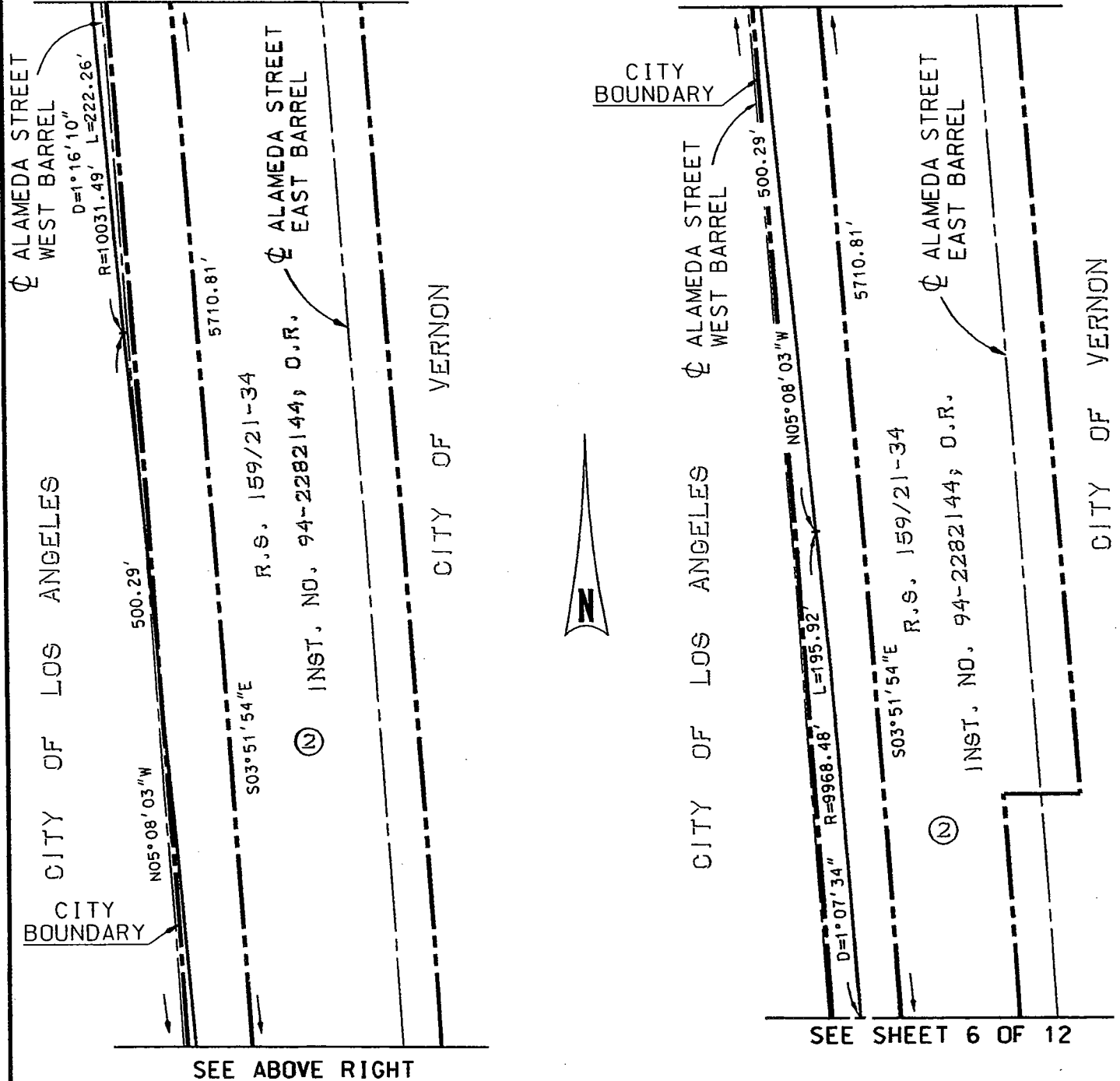
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RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
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EXHIBIT "B"

SHEET 5 OF 12

SEE SHEET 4 OF 12

SEE BELOW LEFT



SEE ABOVE RIGHT

SEE SHEET 6 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
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562-908-6200

ALAMEDA CORRIDOR
PARCEL PLAT

MC-625
CITY OF
HUNTINGTON PARK

CONTRACT NO.:

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EASEMENT FOR: ALAMEDA CORRIDOR TRENCH

GRANTED TO: ACTA / PORTS

NEARBY INTERSECTING STREETS: NA

ACTA-2 STA:

ACTA PARCEL REF.: NA

ACTA CROSSING NO.: NA

ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)

RECORD OF SURVEY REFERENCE: 159 / 21 -34

NO.	DATE	REVISION DESCRIPTION

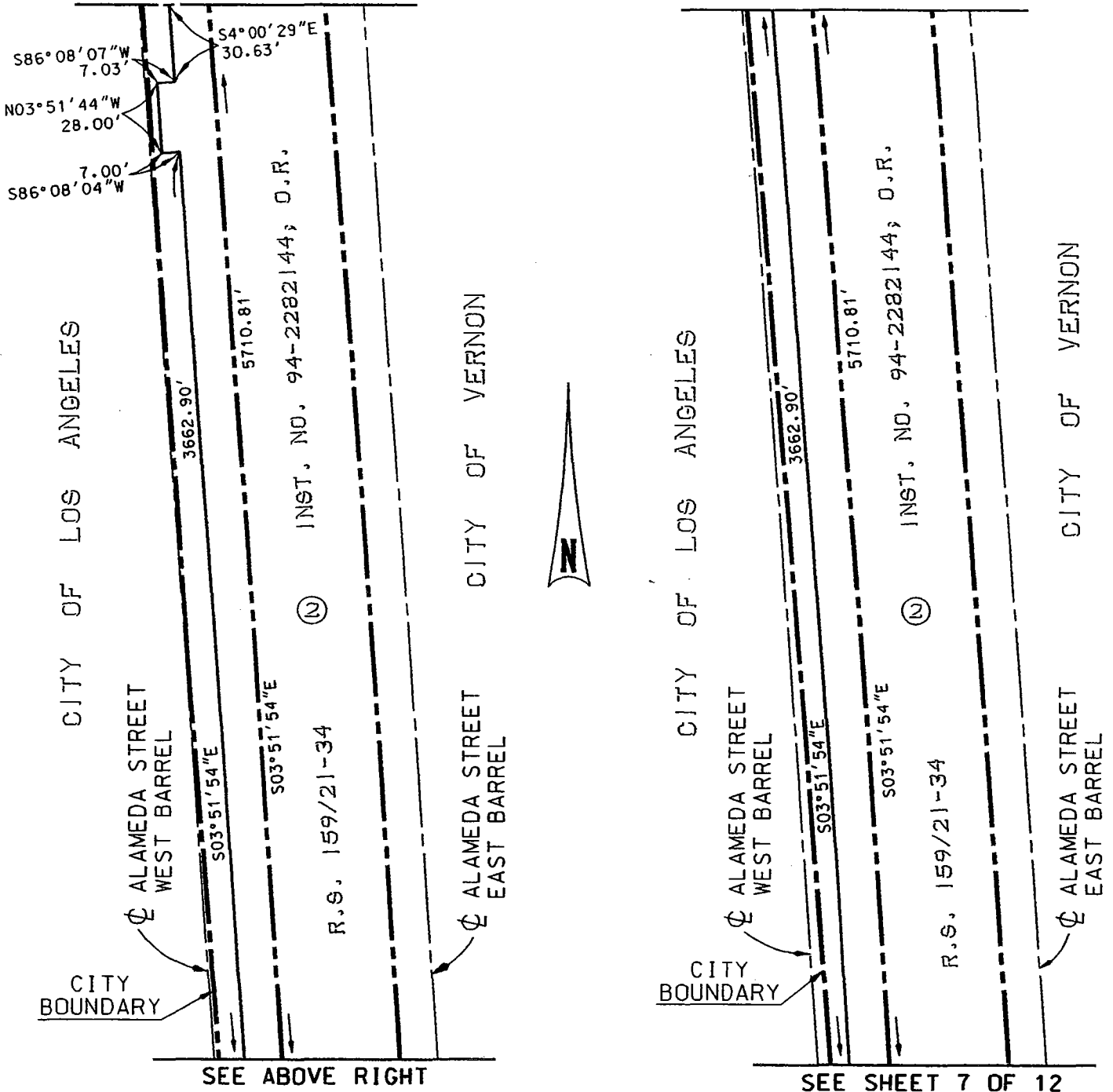
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EXHIBIT "B"

SHEET 6 OF 12

SEE SHEET 5 OF 12

SEE BELOW LEFT



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



WILLDAN ASSOCIATES
 13191 CROSSROADS PARKWAY NORTH, #405
 INDUSTRY, CALIFORNIA 91746
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**ALAMEDA CORRIDOR
 PARCEL PLAT**
 MC-625
 CITY OF
 HUNTINGTON PARK

CONTRACT NO.:	
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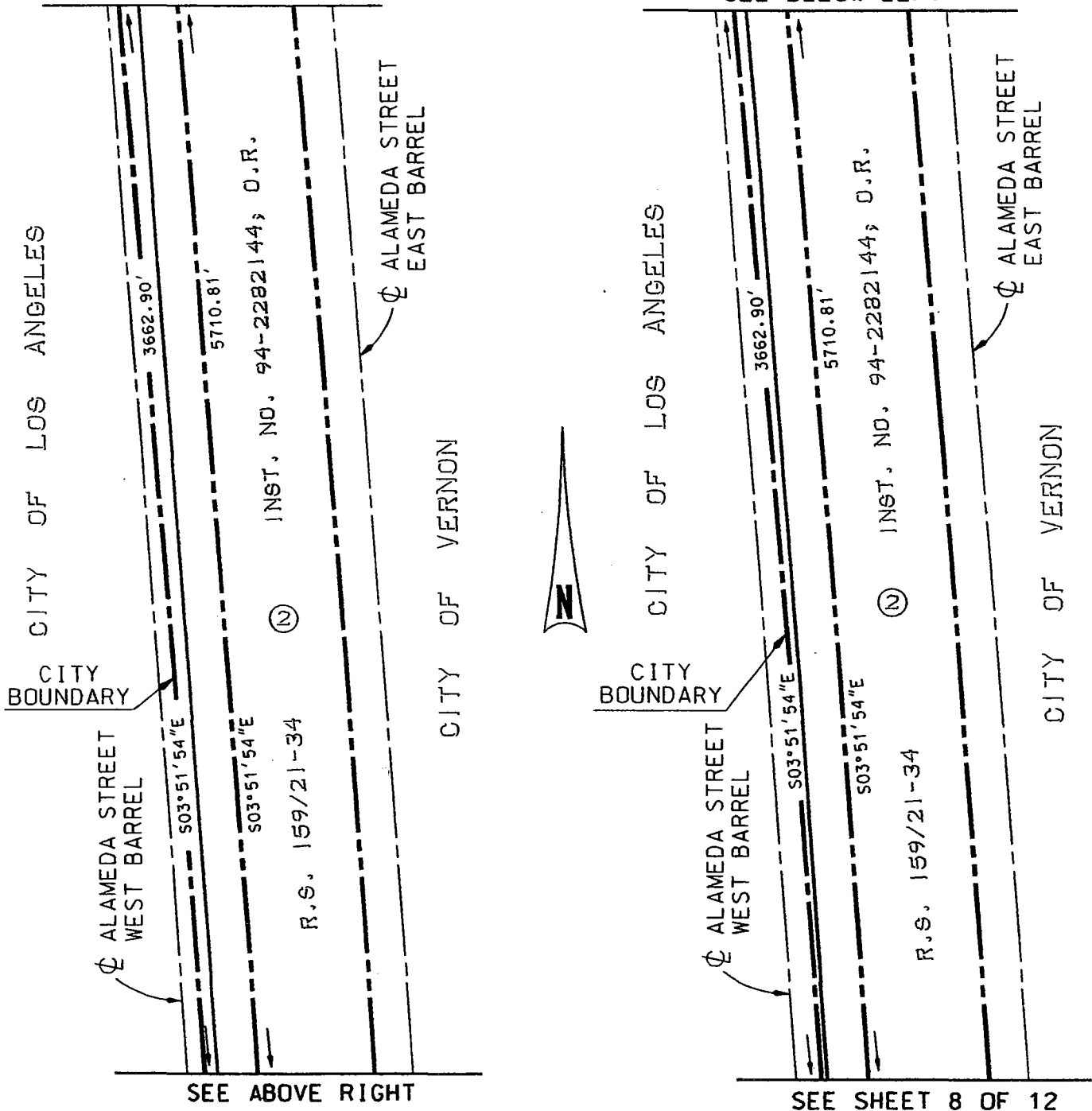
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ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
		REVISION DESCRIPTION	

EXHIBIT "B"

SHEET 7 OF 12

SEE SHEET 6 OF 12

SEE BELOW LEFT



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

PREPARED BY:



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13191 CROSSROADS PARKWAY NORTH, #405
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**ALAMEDA CORRIDOR
PARCEL PLAT**

**MC-625
CITY OF
HUNTINGTON PARK**

CONTRACT NO.:

SCALE: 1" = 60'

DATE:

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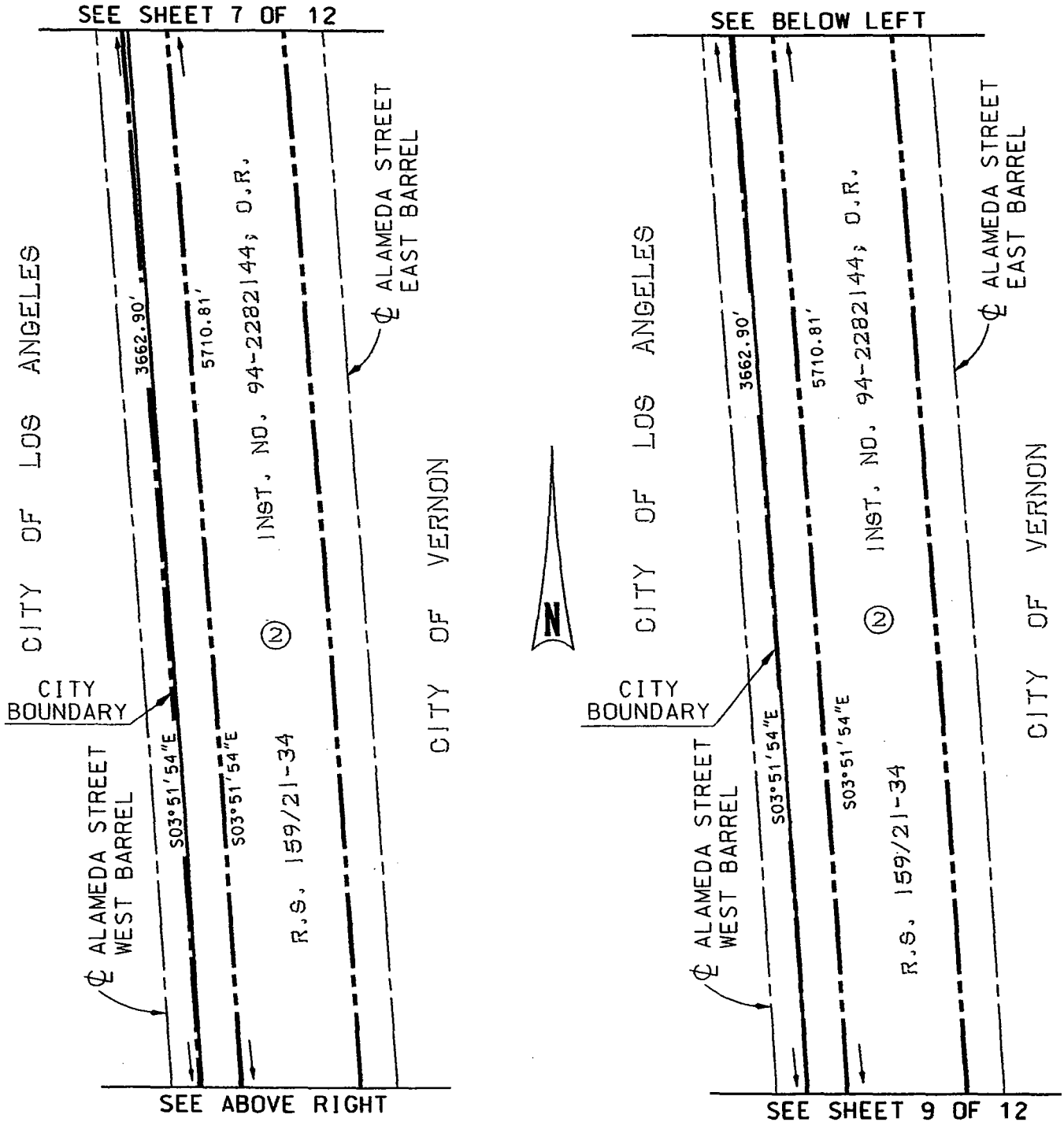
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ACTA-2 STA:	ACTA PARCEL REF.: NA		
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EXHIBIT "B"

SHEET 8 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

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 13191 CROSSROADS PARKWAY NORTH, #405
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 562-908-6200

**ALAMEDA CORRIDOR
 PARCEL PLAT**

**MC-625
 CITY OF
 HUNTINGTON PARK**

CONTRACT NO.:	
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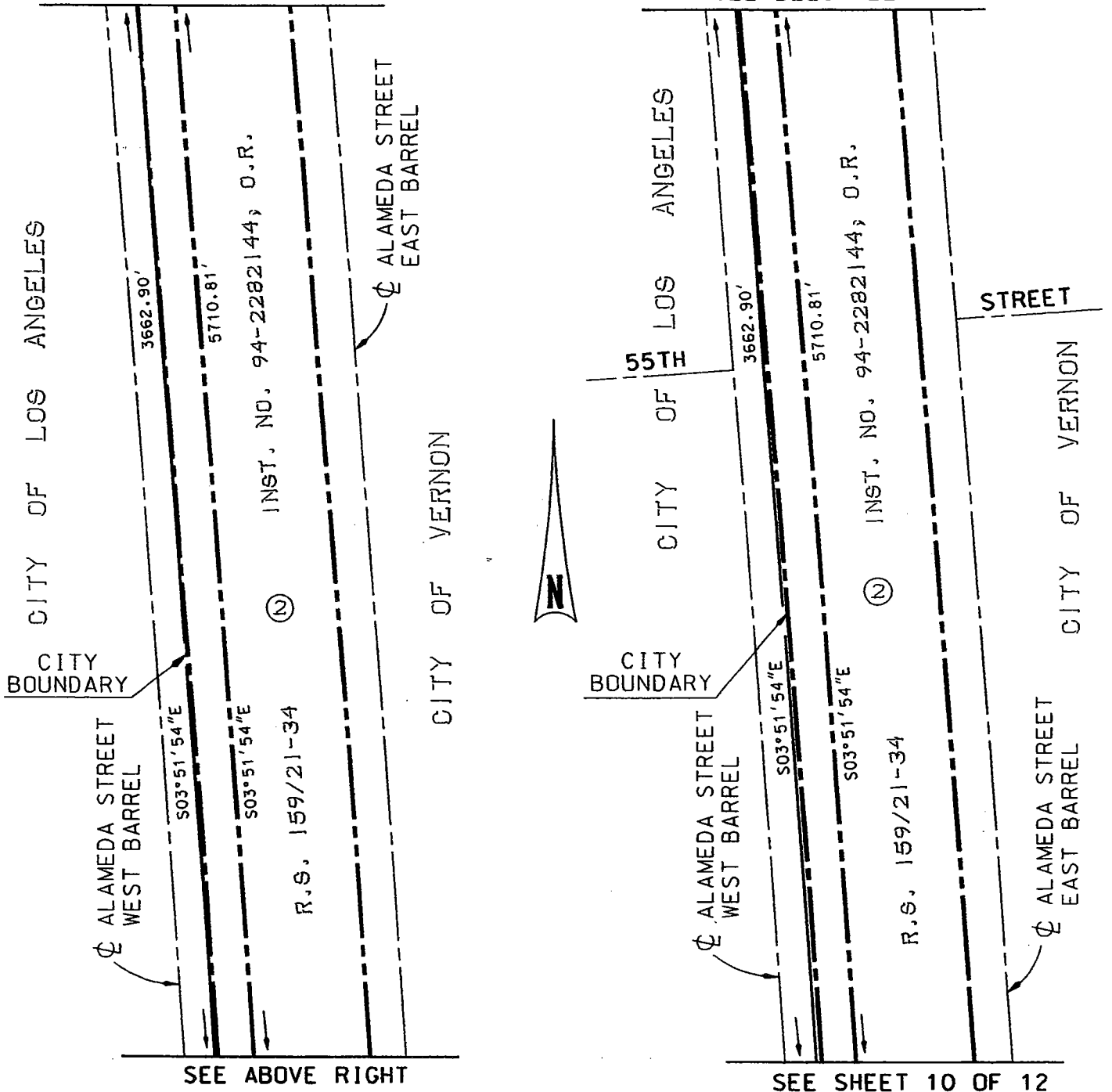
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ACTA-2 STA:	ACTA PARCEL REF.: NA		
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)		
RECORD OF SURVEY REFERENCE: 159 / 21-34		NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "B"

SHEET 9 OF 12

SEE SHEET 8 OF 12

SEE BELOW LEFT



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
MID-CORRIDOR DESIGN-BUILD PROJECT

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**ALAMEDA CORRIDOR
PARCEL PLAT**

**MC-625
CITY OF
HUNTINGTON PARK**

CONTRACT NO.:

SCALE: 1" = 60'

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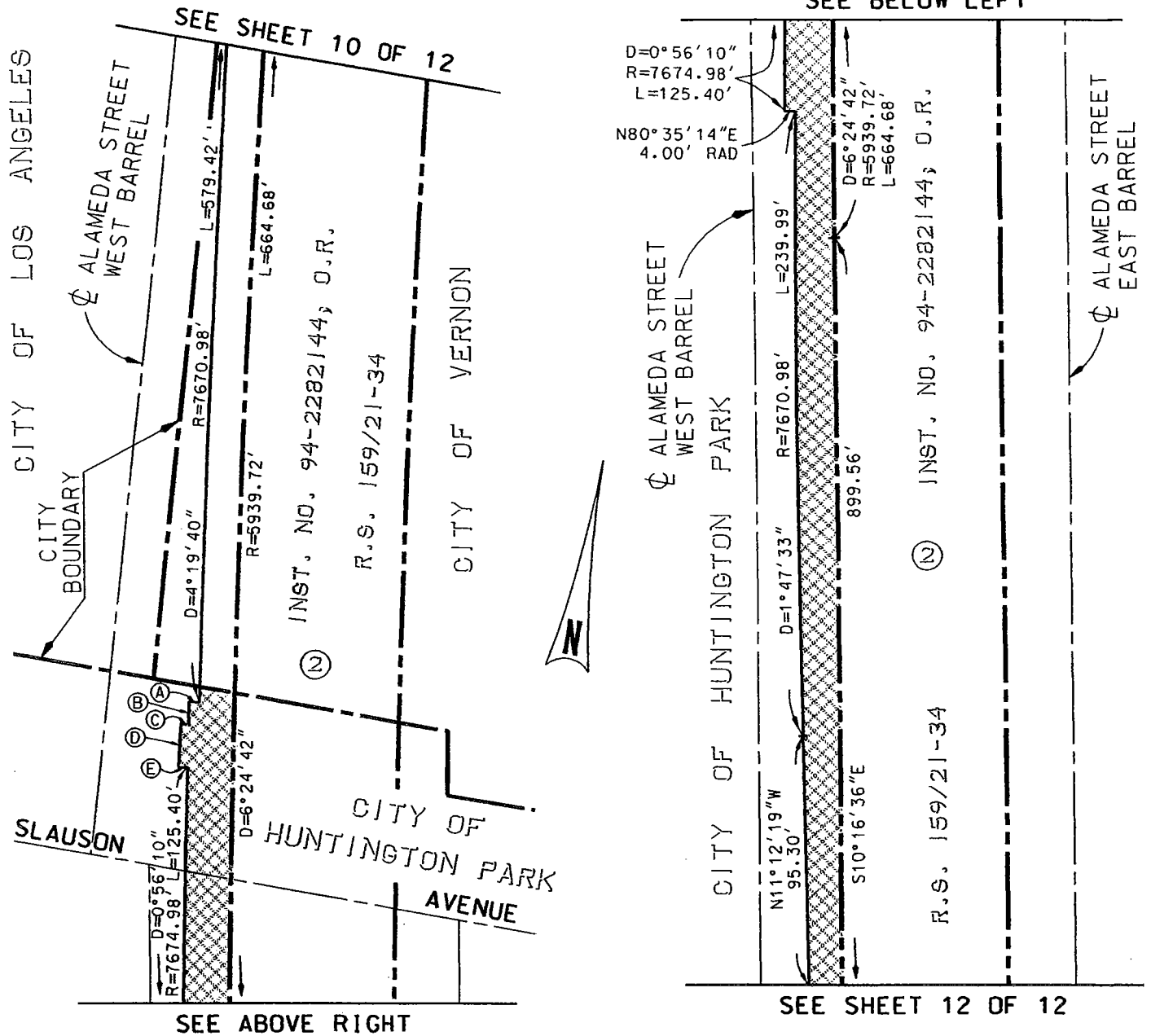
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ACTA-2 STA.:	ACTA PARCEL REF.: NA			
ACTA CROSSING NO.: NA	ACTA DEED REF.: INST. 94-2282144, O.R. (PORTS R/W)	NO.	DATE	REVISION DESCRIPTION
RECORD OF SURVEY REFERENCE: 159 / 21-34				

EXHIBIT "B"

SHEET 11 OF 12

SEE BELOW LEFT



- (A) N81°42'42"E 4.00' RAD
- (B) N 8°19'16"W 8.82'
- (C) N89°52'26"E 2.86'
- (D) N 6°36'33"W 16.84'
- (E) N81°31'24"E 3.37' RAD

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

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**ALAMEDA CORRIDOR
 PARCEL PLAT**

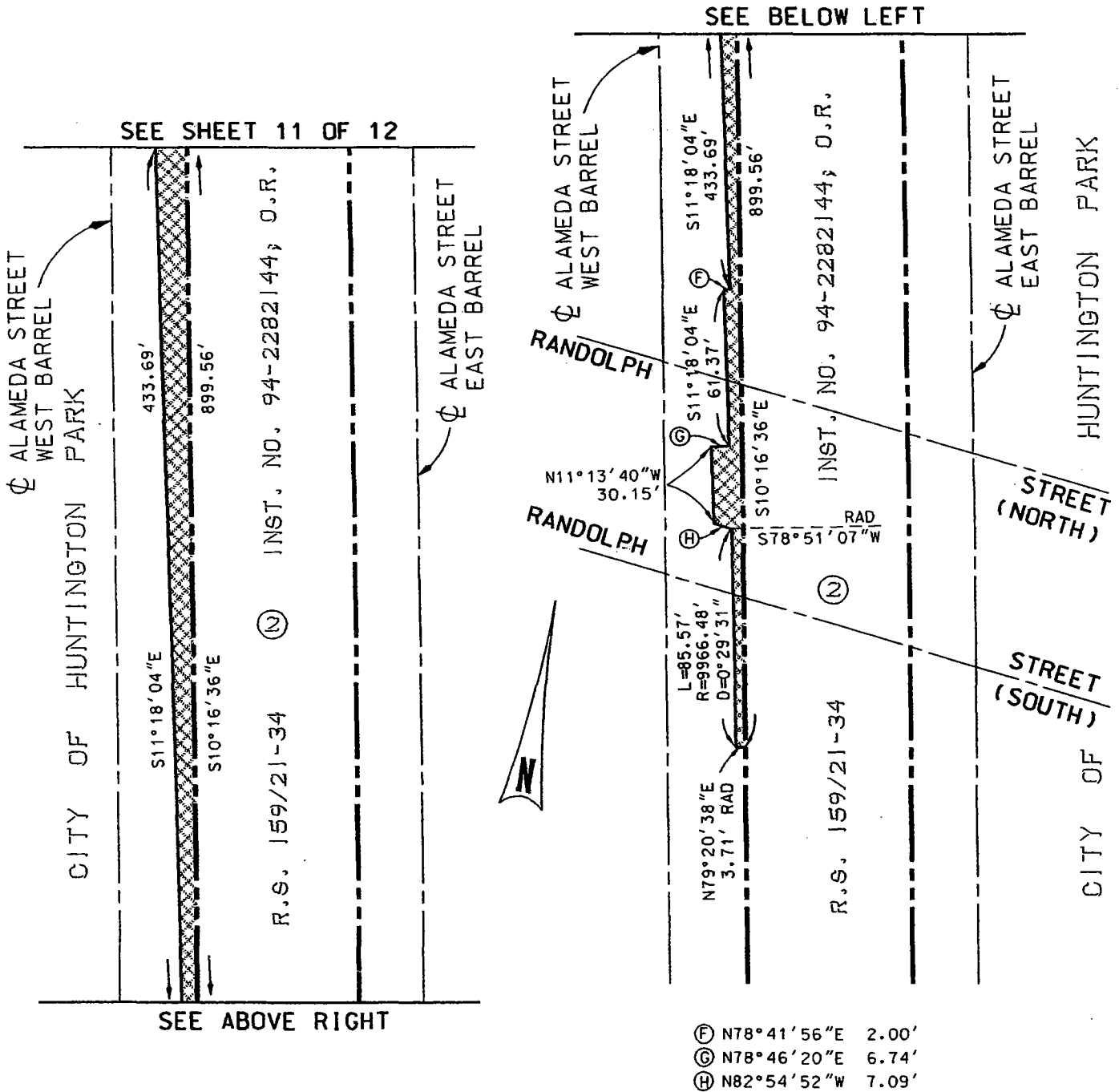
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EXHIBIT "B"

SHEET 12 OF 12



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
 MID-CORRIDOR DESIGN-BUILD PROJECT

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ALAMEDA CORRIDOR
PARCEL PLAT
 MC-625
 CITY OF
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RECEIVED
 OFFICE OF
 SECRETARY
 06 JUL 12 PM 4: 34
 CITY OF LOS ANGELES
 BOARD OF HARBOR
 COMMISSIONERS

TRANSMITTAL			0150-07533-0001
TO Geraldine Knatz, Ph.D., Executive Director Harbor Department	DATE JUL 06 2006	COUNCIL FILE NO.	
FROM The Mayor			COUNCIL DISTRICT 15
<p>EASEMENT AND GRANT DEEDS, ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS FOR THE DISPOSITION OF PROPERTIES OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY</p> <p>Transmitted for further processing. See the City Administrative Officer report attached.</p> <p><i>Marin Alh</i> MAYOR</p>			
WTF:ABN:10060377t			

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: June 29, 2006


CAO File No. 0150-07533-0001

Council File No.

Council District: 15

To: The Mayor

From: William T Fujioka, City Administrative Officer



Reference: Harbor Departmental Transmittal, referred by the Mayor

Subject: **EASEMENT AND GRANT DEEDS, ASSIGNMENTS, AND RECIPROCAL DEED AND ASSIGNMENTS FOR THE DISPOSITION OF PROPERTIES OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY RAILROAD RIGHT-OF-WAY**

SUMMARY

The Board of Harbor Commissioners (Board) Harbor Department (Port) requests approval to execute documents (Orders and Ordinances) for the disposition of property and easements along the Alameda Corridor Transportation Authority (ACTA) railroad right-of way. The properties are owned jointly by the Port of Los Angeles (POLA) and Port of Long Beach (POLB) through a Tenancy in Common Agreement, which is an interest held by two or more entities in the same piece of land. The Port states that the properties are not necessary for future use by POLA and POLB. In accordance with Charter Section 385, Council approval is required to dispose of real property.

In October 1998, ACTA was granted possession and use of the right-of-way to construct and develop a rail infrastructure project commonly known as the Alameda Corridor (Corridor). The jointly owned property passes through local municipalities within the County of Los Angeles between POLA/POLB and downtown Los Angeles. The portions of property and parcels are in the cities of Vernon, Compton and Huntington Park and the companies of Metropolitan Water District (MWD) of Southern California and Valero Refining Company (Valero). The easements, assignments and grant deeds will transfer the interest in a right or property to another entity, such as the cities. This will result in the cities and companies along the Corridor indemnifying the Port from the liability associated with street and roadway use and transfer any maintenance costs associated with the facilities and sites to the respective companies and municipalities.

In April 2002, ACTA completed construction of the railroad project and began the Corridor rail operations. With the completion of the Corridor, the Port is requesting to transfer property rights associated with railroad rights-of-way by the conveyance of easements and grant deeds without costs to the municipalities in consideration of the mutual benefits to the parties. The exception is Valero, which will pay half the appraised value of the property it acquires and be required to construct and maintain a retaining wall and drainage system benefiting the Corridor operation. The proposed exchange of property rights must be approved by all the municipalities involved that signed and approved certain Memorandums of Understandings (MOU) with ACTA and that have authority to

complete the property rights transactions. ACTA, POLB, the cities of Vernon, Compton and Huntington Park and MWD and Valero have executed the required documents that pertain to each individual entity. Execution of the required documents by the Port Board is contingent upon consideration for approval by the Mayor and City Council.

ACTA is a joint powers authority formed by POLA and POLB, under the State of California laws, 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. The POLA and POLB acquired title to former Southern Pacific Railroad property upon which the corridor was established by ACTA. This property was conveyed to ACTA through a "use permit" that granted it authority to possess, use and improve the parcels of land for developing, constructing and operating the railroad. ACTA used this authority to negotiate with the municipalities along the corridor alignment for street right-of-way and utility easements to complete the railroad improvements.

ACTA entered into MOUs with various cities, private utilities and businesses that use, own or control land adjacent to or crossing the railroad rights-of-way that was required to develop the Corridor. The MOUs entered into by ACTA included how the property rights, which are no longer required, would be exchanged, modified or disposed of among the following municipalities and companies:

- MWD (Order No. 6864) -- grants a non-exclusive permanent utility easement and right-of-way to construct, maintain and operate a pipeline for water delivery and appurtenant structure. The Board is requesting to convey the easement to MWD at no cost because by doing so, MWD is made whole with regard to property rights MWD enjoyed prior to development and construction of the Corridor. Total square feet of the easement conveyance is 11,433.
- City of Vernon (Order No. 6865) -- grants a non-exclusive permanent utility easement 1) to construct, maintain, enlarge and operate a sanitary sewer line at least eight feet below the surface; 2) for ingress (entrance) and egress (exit) to implement purposes set forth above; and 3) to construct, reconstruct, maintain, operate, enlarge, remove and replace "manholes" to access the sewer line. The Port is requesting to transfer the property rights associated with the sanitary sewer line by easement and deeds without cost to Vernon because the conveyance provides a replacement for that city's loss of right-of-way due to construction of the Corridor. Total square feet is 11,433.
- Valero Refining Company (Order No. 6866) -- conveys POLA/POLB title to Valero for a strip of property adjacent to its refinery at a cost of \$14,713 to construct and maintain the retaining wall and drainage system to control the flow of storm water on Valero property. The former Southern Pacific Railroad right-of-way extends along property adjacent to the Corridor. All improvements to be constructed on the parcel to be conveyed to Valero will be in compliance with ACTA and POLA/POLB approved plans and specifications. Total square foot is 2,675.
- City of Compton (Order No. 6867) -- conveys a portion of the rail corridor located within the city of Compton. It includes miscellaneous easements for public street use, fee parcels, and bridge and corridor crossing site areas that are not necessary for operation of the rail corridor. The parcel and areas include: nine parcels granted by ACTA to Compton; three parcels that ACTA acquired

and will be conveyed to City residents; and, three bridges and corridor areas that also will be conveyed to Compton. The city of Compton will have travel rights and surface maintenance responsibilities on the bridge and ACTA will own/maintain the bridge structure. In addition, Compton will be authorized to install and maintain, at its expense, traffic, parking regulation and safety signage along selective portions provided that they do not affect the safe operations of the Corridor. Total square foot is 176,831.

- City of Vernon (Order No. 6868) – approves reciprocal grant easement deeds and assignments (areas for vehicle and pedestrian crossings, bridges, etc. and non-corridor crossing sites) where Vernon accepts certain property interests from POLA/POLB. In turn, ACTA, through POLA/POLB, will accept certain rights from Vernon. Vernon obtains public street use easements for street improvements to cross the corridor and accommodate the trenches. ACTA and POLA/POLB obtain easement rights to operate and maintain the corridor infrastructure on Vernon property. The exchange is to the mutual benefit of all parties.
- City of Huntington Park (Order No. 6869) – approves reciprocal grant deeds and assignment. As above, the exchange provides for public use of street improvements while providing the rights to operate and maintain the rail corridor.

The Port Director of Environmental Management has determined that the proposed actions are exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Articles II, Section 2(i) of the Los Angeles City CEQA Guidelines. In January 1993, ACTA adopted an Environmental Impact Report for the Corridor project.

RECOMMENDATION

That the Mayor approve the request of the Board of Harbor Commissioners (Board) Harbor Department (Port) for the proposed execution of documents (Orders and Ordinances) for the dispositions of properties along the Alameda Corridor Transportation Authority railroad right-of-way and return the documents to the Port for further processing and consideration by the Council.

FISCAL IMPACT STATEMENT

The proposed dispositions of properties that include the Alameda Corridor Transportation Authority railroad rights-of-way and easements along the Alameda Corridor that are jointly owned by the Port of Los Angeles and Port of Long Beach will have no impact on the City General Fund. With the exception of Valero, which will pay half the appraised value of \$14,713 for the property it acquires, the proposed grant deeds will require no funds nor will funds be paid to the Harbor Department.