



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

MP-6
5.042
5A.042
M9122095

January 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DUNSMUIR DEBRIS BASIN - PARCEL 52
DUNSMUIR DEBRIS DISPOSAL AREA (SEDIMENT PLACEMENT SITE)
PARCELS 52 AND 37
DUNSMUIR CANYON 62
AGREEMENT TO EXCHANGE ACCESS RIGHTS - CITY OF GLENDALE
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Consider the original and amended Negative Declaration for Project EIF 90-16, commonly known as the Deukmejian Wilderness Park Project, adopted by the City of Glendale on April 5, 1990, and November 18, 1999, respectively; determine that the proposed agreement to exchange access rights is within the scope of the Deukmejian Wilderness Park Project; find that these actions reflect the independent judgment of the District; find that your Board has complied with the requirements of the California Environmental Quality Act (CEQA) with respect to the process for a responsible agency; and adopt by reference the City of Glendale's Negative Declaration and Amended Negative Declaration.
2. Approve and instruct the Chair to sign an Agreement between the Los Angeles County Flood Control District (District) and the City of

Glendale (City) to exchange access rights to the Deukmejian Wilderness Park through Dunsmuir Sediment Placement Site.

3. Approve the grant of an easement for ingress and egress from the District to the City (as Grantee) within Dunsmuir Debris Basin and Dunsmuir Debris Disposal Area, Parcels 37 and 52 (463± acres), at no cost to the City.
4. Instruct the Chair to sign and authorize delivery of the Easement to the Grantee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action allows the Los Angeles County Flood Control District to enter into an agreement with the City of Glendale to exchange access rights within Dunsmuir Debris Basin and Debris Disposal Area (Sediment Placement Site) and Deukmejian Wilderness Park. The City requires access to its park through the District's property, and the District requires access to its flood control facilities located in the park.

In 1952, the District entered into a settlement agreement with the property owner located north of the District's property. The agreement allowed the owner access to his property through a portion of the District's property. The agreement specified that if the District needed the access right of way for the District's purposes, the District would provide an alternative access to him at no cost. The City, which has subsequently acquired the owner's property and is now the successor in interest to the terms of the settlement agreement, requires access to the park.

The enclosed Agreement to exchange access rights requires the District to grant the City an easement for ingress and egress over a portion of Parcels 37 and 52 (East Access Road). In exchange, the City will quitclaim its rights to the original access road and grant the District an easement for access and maintenance to its flood control facilities located in the City's park. The agreement also provides for the District to grant an easement to the City for the extension of Boston Avenue when the Sediment Placement Site is filled to capacity and no longer required by the District.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Service Excellence as the granting of the easement to the City may provide benefits to the residents of the County in the form of enhanced recreational facilities.

FISCAL IMPACT/FINANCING

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This action is not considered adverse to the District's purposes and is in the District's interest. The Agreement sets forth each party's obligations associated with the exchange of easements and relocation of improvements. The Agreement also provides for the City to execute the Easement, in favor of the District, for access and maintenance to the District's facilities. The Easement has been fully executed by the City and delivered to the District.

The Easement deed, from the District to the City, will not transfer rights to any oil, gas, petroleum, or other hydrocarbons and minerals. The Agreement and the Easements have been approved by County Counsel. The Quitclaim of Easement and both Easement documents will be recorded.

ENVIRONMENTAL DOCUMENTATION

CEQA requires public agency decision-makers to document and consider the environmental impacts of their actions. The City of Glendale is the lead agency for this project. The Negative Declaration and the Amended Negative Declaration for the Deukmejian Wilderness Park Project were adopted by the City of Glendale on April 5, 1990, and November 18, 1999, respectively.

The recommended findings are in accordance with CEQA and are required prior to your Board's approval of this Agreement to exchange access rights.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Enclosed are three originals of the Agreement along with one original and duplicate of the Easement. Please have all the original documents and the duplicate Easement document signed by the Chair and acknowledged by the Executive Officer of the Board. Please return all executed documents to this office, except one original Agreement, which is for your files.

The Honorable Board of Supervisors
January 6, 2005
Page 4

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

DKW:psr
P6:\BD LTR DUNSMUIR DEBRIS BASIN

Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

Dunsmuir Debris Basin – Parcel 52
Dunsumir SPS – Parcels 37 and 62
Thomas Guide 504 E-4 and E-5
Right of Way Map 5A-RW2.1 & 5-RW6

**AGREEMENT BETWEEN THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF GLENDALE
TO EXCHANGE ACCESS RIGHTS
TO GOVERNOR DEUKMEJIAN WILDERNESS PARK
THROUGH DUNSMUIR SEDIMENT PLACEMENT SITE**

This agreement to exchange access rights to Governor George Deukmejian Wilderness Park is entered into this ___ day of _____, 2004, by and between the Los Angeles County Flood Control District (District) and the City of Glendale (City).

I. Recitals

WHEREAS, the District owns Dunsmuir Sediment Placement Site (SPS) and Dunsmuir Debris Basin located north of Markridge Road between New York Avenue and Frederick Avenue in the City of Glendale; and

WHEREAS, the City owns Governor George Deukmejian Wilderness Park (Park) which is adjacent to and directly north of the SPS; and

WHEREAS, City, a successor in interest to the Park, possess rights to the Park Access Road; which is within a portion of the SPS; and

WHEREAS, District requires the City to abandon the Park Access Road due to increasing public use; and

WHEREAS, City is entitled to a replacement access; and

WHEREAS, District, pursuant to a March 11, 1952 action by its Board of Supervisors, is committed to provide a new access road to the City should the District require the City to abandon the Park Access Road; and

WHEREAS, District desires ingress and egress rights to maintain crib dams on City property in Dunsmore Canyon in the Park.

NOW, THEREFORE, DISTRICT AND CITY AGREE AS FOLLOWS:

II. Rights to be Transferred

District shall grant the City a permanent easement for ingress and egress to serve as a replacement access road, hereinafter referred to as the East Access Road, described in Exhibit “A”, and shown on Exhibit “A-1”, attached hereto and made a part hereof. The City shall be responsible for the construction of the East Access Road, subject to District’s approval. The City shall submit plans and specifications for the East Access Road to the Permits and Subdivision Section of the Los Angeles County Department of Public Works for review and approval. The City shall also have the right to place and maintain landscaping and appurtenances as approved by the District’s Chief Engineer or his designee, over portions of the East Access Road.

City shall quitclaim all of its existing rights, title and interest in the Park Access Road, as shown on Exhibit “B”, and described on Exhibit “B-1”, attached hereto and made a part hereof, prior to the filing of the Notice of Completion for Permit No. 99037.

City shall grant to District a permanent easement for crib dams and ingress and egress thereto as described in Exhibit “C” and shown on Exhibit “C-1” attached hereto and made a part hereof, within three (3) months from the date this Agreement is fully executed.

III. Improvements

City shall bear the full cost of any and all improvements necessary to make the East Access Road a public access road to the Governor George Deukmejian Wilderness Park. Plans for said improvements must first be submitted to and approved by District and must meet or exceed the standard specifications for District maintenance roads. Further, City has the right, at no additional cost to District, to grade, landscape and place signage on portions of the SPS, and to provide ongoing maintenance beyond the construction period for the landscaping, irrigation, and signage located in the SPS, subject to approval of plans by District. A permit, issued by the Permits and Subdivision Section of the Los Angeles County Department of Public Works' Construction Division (Permit Unit) shall constitute approval of said plans. Such approval by District shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever, and the District does not accept ownership or responsibility for the improvements.

Upon the City quitclaiming its easement for the Park Access Road, City shall relocate any waterlines existing in the Park Access Road that were constructed by or on behalf of City, to the East Access Road, at no cost to the District.

IV. East Access Road Maintenance Responsibilities

During periods of routine District use, routine maintenance on the East Access Road will be the responsibility of the City, so long as the District uses the Park Access Road as the primary route for the delivery of sediment from off-site locations. Sediment transport from the Dunsmuir DB to the SPS will cross the East Access Road at a pre-determined point, but will not travel along the road. Should these operational procedures change so as to cause increased District use of the East Access Road, this Section of the Agreement shall be renegotiated to provide for additional cost participation by the District for maintaining the road.

When cleanout of a debris basin or basins is scheduled, or when any other operation is scheduled that would result in District's use of the East Access Road for the import or export of sediment to or from

the site (collectively, “heavy use”), the City shall be notified, and the condition of the road shall be assessed and documented before and after such period of heavy use. Assessments and documentation shall be performed by the District and approved by the City. At a minimum, the District shall provide photographic and videotaped documentation of conditions before and after the period of heavy use. Either the District or the City may, at its own cost, conduct deflection testing as part of the assessment of road conditions before and after the period of heavy use. Should the deflection testing disclose that damage has occurred as a result of the period of heavy use, the District shall reimburse the City for the cost of the deflection tests. Following the assessment of damage, the District shall, in a timely manner, and in such manner as to minimize disruption of park use, accomplish such repairs as are necessary to restore the road to its condition prior to the period of heavy use.

V. Boston Avenue

At such time that the SPS is filled to capacity, and/or no longer required by District, in the area of the proposed extension of Boston Avenue, District shall grant to City a permanent Easement for the extension of Boston Avenue. District shall have the sole discretion to determine if the SPS is filled to capacity, and/or no longer required by District.

Easement shall be for a route between the two end points described on Exhibit “D”, attached hereto and made a part here of. The specific route will be determined at the time the Easement is to be granted by mutual agreement between the District and the City.

Any proposed improvements to be constructed by City at its sole expense, including drainage facilities and appurtenant structures, for the extension of Boston Avenue must first be submitted to and approved by District and must meet or exceed the standard specifications for District maintenance roads. A permit issued by the Construction Division, Permit Unit shall constitute approval. Such approval by District shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever, and the District does not accept ownership or responsibility for the improvements.

VI. Indemnification

District makes no representation as to the suitability of the SPS for the construction or placement of a road.

City agrees to indemnify, defend, and hold harmless District and its elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to City's construction, operation, maintenance, and public or City use of the East Access Road or extension of Boston Avenue, which result from bodily injury, death, personal injury, or property damage (including damage to City's property). The City shall not be obligated to indemnify for liability and expense arising from the active negligence of the District.

District agrees to indemnify, defend, and hold harmless City and its elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to District's use of the easement for maintenance of the crib dams, which result from bodily injury, death, personal injury, or property damage (including damage to City's property). The District shall not be obligated to indemnify for liability and expense arising from the active negligence of the City.

VII. Environmental Documentation/Clearance

The City shall be responsible for preparing and obtaining any Environmental Documentation or Clearances necessary for the transfer of any and all rights contemplated herein.

VIII. Execution

District and City agree that this Agreement, when fully executed, shall supersede any and all conditions of the February 29, 1952, Los Angeles County Flood Control District Board of

Supervisors letter approved March 11, 1952, and any subsequent correspondence pertaining to said approval.

IX. Document Preparation

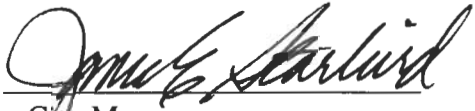
City shall prepare all legal descriptions. District shall review and approve all legal descriptions and will prepare all documents in connection with all transactions required under this Agreement.

IN WITNESS WHEREOF, the Los Angeles County Flood Control District, a body corporate and politic, by order of its Board of Supervisors has caused this Agreement to be executed by the Chair of the Board and the seal of said District to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the City of Glendale has caused the same to be executed in its behalf by its City Council thereunder duly authorized.

Los Angeles County Flood Control District
A body corporate and politic

City of Glendale
A municipal Corporation of the State
of California

By: _____
Chair, Board of Supervisors
Los Angeles County
Flood Control District
"District"

By: 
City Manager
City of Glendale
"City"

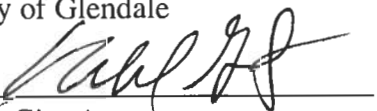
Date: _____

Date: 05-25-04

Attest
VIOLET VARONA-LUKENS
Executive Officer
of the Board of Supervisors
of the County of Los Angeles

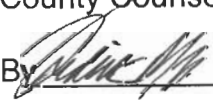
Approved as to Form
SCOTT HOWARD
City Attorney
City of Glendale

By: _____

By: 
Assistant City Attorney

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By:  for Franca E. Scott
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

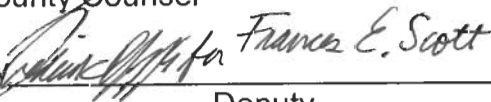
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By  Francis E. Scott
Deputy

APPROVED as to title and execution, _____, 20____ DEPARTMENT OF PUBLIC WORKS Mapping & Property Management Division MARTIN J. YOUNG Supervising Title Examiner III By _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On May 25, 2004, before me, Rita Buchanan, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James E. Starbird

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.

Rita Buchanan
Signature of Notary Public

Place Notary Seal Above

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 Agreement Between the L.A. County Flood Title or Type of Document: Control Dist. & City of Glendale to Exchange Access Rights to Gov. Deukmejian Wilderness Park

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

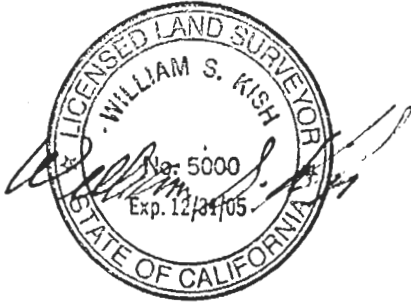
Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____



EXHIBIT "A"
LEGAL DESCRIPTION
EAST ACCESS ROAD



File with : Dunsmuir debris basin 52
Debris disposal area
Also affects: Parcel No. 37
5A-RW 2.1
A.P.N. 5601-032-805 (portion)
T.G. 504 (E5)
I.M. 189-197
Fifth District
M9122095

That portion of Lot 2 of Tract No. 2880 in the County of Los Angeles and State of California as per the map recorded in Book 36, page 67, of Maps in the office of the Recorder of said county described as follows:

Beginning at a point in the Northerly line of Rancho La Canada as shown as Bearing North 65° 48' West on said map and bearing North 65°46'28" West for the purpose of this description, said point being distant thereon Northwesterly 688.71 feet from the most Southerly corner of said Lot 2; thence, along said Northerly line,

1. North 65°46'28" West 62.01 feet; thence, leaving said Northerly line,
2. North 7°25'03" West 201.61 feet; thence,
3. North 19°44'48" East 215.47 feet; thence,
4. North 7°52'08" West 230.57 feet; thence,
5. North 21°04'53" West 325.39 feet; thence,
6. North 16°38'36" West 392.51 feet to a point in the Northerly line of Parcel 52 in that Final Judgement Document No. 1913 recorded in Book 38777, page 130 of Official Records of said County, cited as bearing South 68°16'16 East 181.08 feet in said document, said point being the Southeasterly terminus of that course cited as bearing North 68°16'16" West 63.37 feet in that deed recorded in Book 49592, page 229 of said Official Records; thence, along said Northerly line on a bearing of South 68°16'16" East for the purpose of this description and along the General Northerly and Easterly lines of said Parcel 52 by the following 5 courses,
7. South 68°16'16" East 117.71 feet; thence,

8. South 60°24'29" East 243.36 feet; thence,
9. South 15°24'27" West 204.00 feet; thence,
10. South 61°37'31" East 207.26 feet; thence,
11. South 42°39'39" West 230.35 feet; thence, leaving said General Easterly line,
12. South 7°52'08" East 241.35 feet; thence,
13. South 27°40'16" East 34.49 feet; to a point in the general Northerly line of said Parcel 52; thence, along said general Northerly and Easterly lines of said Parcel by the following 3 courses, thence,
14. South 76°53'01" East 45.03 feet
15. South 0°00'48" East 172.11 feet; thence,
16. South 24°13'32" West 280.70 feet to the POINT OF BEGINNING.

Containing an area of approximately 4.63 acres

CITY OF GLENDALE
49592 O.R. 229

M.B. 36 - 67



TRACT
PORTION OF LOT 2
LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

No. 2880

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

52 O.R. 38777-130

37
O.R.
14465
-265

NOTE: ① = COURSE NUMBER
IN LEGAL DESCRIPTION

BASIS OF BEARINGS $N65^{\circ}46'28''W$
N'LY LINE RANCHO LA CANADA

SCALE: 1" = 200'



PREPARED BY:
VTN WEST, INC.
6634 VALJEAN AVENUE
VAN NUYS, CA. 91406
818/779-8740/50-FAX

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A-1"
EAST ACCESS ROAD

MOST S'LY COR.
LOT 2 TR. No. 2880
M.B. 36-67

IDENTICAL POINT

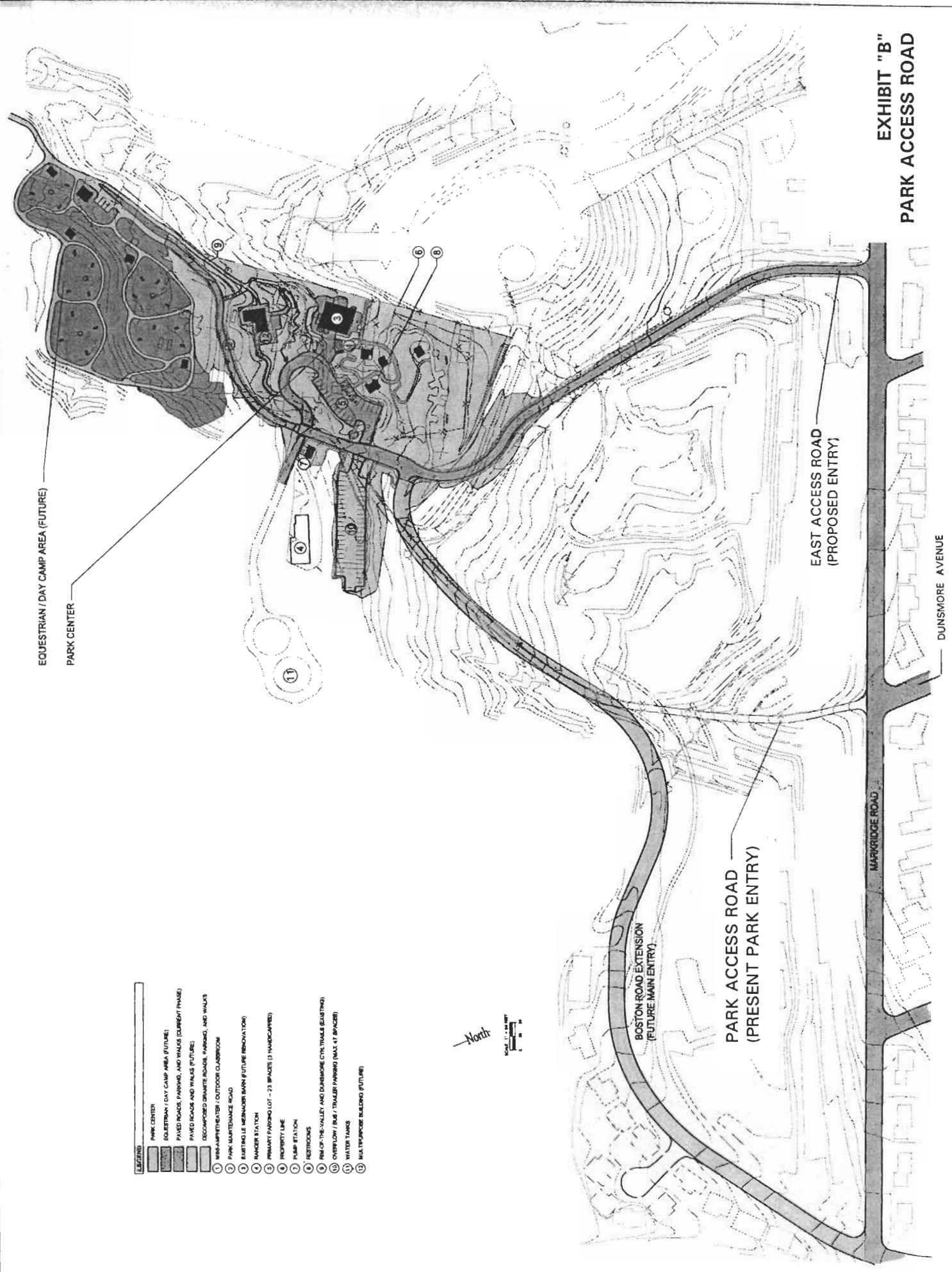
IDENTICAL POINT

W.O. 5854-01

VTNLGL# 99-25

050LG001

EXHIBIT "B"
PARK ACCESS ROAD



EQUESTRIAN / DAY CAMP AREA (FUTURE)

PARK CENTER

EAST ACCESS ROAD
(PROPOSED ENTRY)

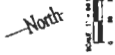
PARK ACCESS ROAD
(PRESENT PARK ENTRY)

BOSTON ROAD EXTENSION
(FUTURE MAIN ENTRY)

MARRIDGE ROAD

DUNSMORE AVENUE

- LEGEND**
- █ PARK CENTER
 - █ EQUESTRIAN / DAY CAMP AREA (FUTURE)
 - █ PAVED ROADS, PARKING, AND WALKS (CURRENT PHASE)
 - █ PAVED ROADS AND WALKS (FUTURE)
 - █ DECOMPOSED GRANITE ROAD, PARKING, AND WALKS
 - MINI-AMPHITHEATER / OUTDOOR CLASSROOM
 - PARK MAINTENANCE ROAD
 - EXISTING LE MERRIMER BARN (FUTURE RENOVATION)
 - RANGER STATION
 - PRIMARY PARKING LOT - 23 SPACES (3 HANDICAPPED)
 - PROPERTY LINE
 - PUMP STATION
 - RESTROOMS
 - RAIL ON THE VALLEY AND DUNSMORE CTR TRAILS (EXISTING)
 - OVERFLOW / BUS / TRAILER PARKING (MAX. 47 SPACES)
 - WATER TANKS
 - MULTIPURPOSE BUILDING (FUTURE)



File with: **DUNSMUIR DEBRIS BASIN**
DEBRIS DISPOSAL AREA 52
5A-RW 2.1
A.P.N. 5601-032-905 (portion)
A.P.N. 5601-033-902 (portion)
T.G. 504(E5)
I.M. 189-197
Fifth District
M9122095

LEGAL DESCRIPTION
(Quitclaim of easement)

All that certain 16-foot wide strip of land in Lots 1 and 2, Tract No. 2880, as shown on map recorded in Book 36, page 67, of Maps, in the office of the Recorder of the County of Los Angeles, described as Parcel II in deed to THE CITY OF GLENDALE, recorded in Book 49592, page 204, of Official Records, in the office of said Recorder.

Containing: 19,166 ± square feet

EXHIBIT B1

EXHIBIT "C"
LEGAL DESCRIPTION
EASEMENT FOR CHECK DAMS

DUNSMUIR CANYON
C.I. 51
5-RW 6
Fifth District
T.G. 11 (C-4)

DESCRIPTION

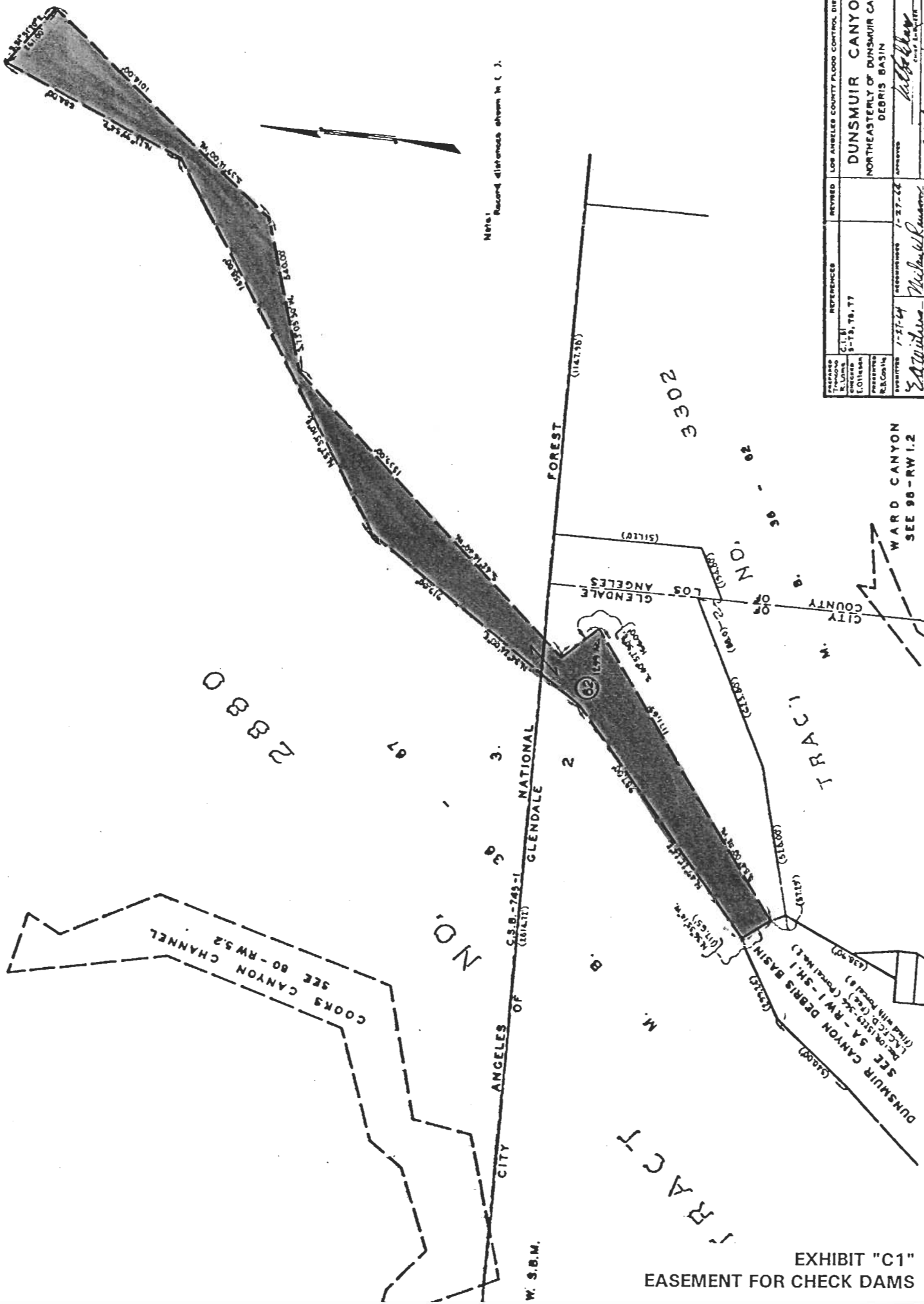
PARCEL NO. 62 (Easement for check dams and ingress and egress purposes):

That portion of Lots 2 and 3, Tract No. 2880, as shown on map filed in Book 36, page 67, of Maps, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the southeasterly terminus of that course having a bearing and length of S. 36° 35' 14" E. 117.65 feet in the northeasterly line of the land described as PARCEL NO. 2 in a Final Judgment of Condemnation, had in Superior Court Case No. 379,666, a certified copy of which is recorded in Book 15229, page 366, of Official Records, in the office of said Recorder; thence along said course N. 36° 35' 14" W. 117.65 feet to the northwesterly terminus thereof; thence N. 49° 22' 24" E. 987.00 feet; thence N. 34° 24' 00" E. 919.00 feet; thence N. 57° 33' 10" E. 1458.00 feet; thence N. 22° 39' 54" E. 684.00 feet; thence S. 51° 51' 20" E. 261.00 feet; thence S. 39° 14' 00" W. 1014.00 feet; thence S. 73° 05' 30" W. 540.00 feet; thence S. 42° 14' 40" W. 1339.00 feet; thence S. 40° 57' 30" E. 166.00 feet; thence S. 54° 00' 32" W. 1171.69 feet to said southeasterly terminus, being the point of beginning.

The area of the above-described parcel of land is 12.99 acres, more or less.

JH:ayc
mpmwp322/LDJH1



Note: Record distances shown in ().

PREPARED BY L. O. HARRIS REGISTERED SURVEYOR	DATE 3-18, 78, 77	REFERENCE	REVIEWED	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
APPROVED BY E. A. WILSON CHIEF ENGINEER	DATE 1-27-74	APPROVED BY M. J. KENNEDY ASSISTANT CHIEF ENGINEER	DATE 1-27-74	DUNSMUIR CANYON NORTHEASTLY OF DUNSMUIR CANYON DEBRIS BASIN
SCALE 1"=400'				DATE 11-12-83

EXHIBIT "C1"
EASEMENT FOR CHECK DAMS

File with: **DUNSMUIR DEBRIS DISPOSAL AREA 52**
5A-RW 2.1
A.P.N. 5601-032-905 and 5601-033-902
T.G. 504 (D4 and D5)
I.M. 189-197
Fifth District
M9122095

PROPOSED ALIGNMENT OF BOSTON AVENUE

Those portions of that certain parcel of land in Lots 1 and 2, Tract No. 2880, as shown on map recorded in Book 36, page 67, of Maps, in the office of the Recorder of the County of Los Angeles, described as PARCEL 52 in a Final Judgment, had in Superior Court Case No. 595296, a certified copy of which is recorded in Book 38777, page 130, of Official Records, in the office of said recorder, within a variable strip of land, no width of which shall exceed 60 feet, lying between POINT "A" and POINT "B", both points being described as follows:

POINT "A": The easterly terminus of that certain course having a bearing and length of N 66°03'51" W 201.09 feet in the centerline of Boston Avenue, as said center line is shown on map recorded in Book 44, page 58, of Parcel Maps, in the office of said recorder, said Boston Avenue being described and designated as "*Boston Avenue, Easterly Extension*" in the City of Glendale Resolution No. 17,341, recorded on April 20, 1973, as Document No. 3404, in Book D5840, page 515, of said Official Records.

POINT "B": A point on a straight line which bears North 17°04'03" West and which passes through a point in that certain course described as having a bearing and length of S. 68°16'16" E. 181.08 feet in the generally northerly boundary of said PARCEL 52, said last-mentioned point being distant South 68°16'16" East 63.37 feet along said last mentioned certain course from its westerly terminus, said POINT "B" being distant South 17°04'03" East 174.38 feet along said straight line from said last mentioned certain course.

EXHIBIT D

RECORDING REQUESTED BY
AND MAIL TO:

City of Glendale
613 East Broadway
Glendale, CA 91206-4308

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

Assessor's Identification Numbers:
5601-032-805 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT
TO SECTION 27383 OF THE GOVERNMENT CODE

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "District", does hereby grant to the CITY GLENDALE, a municipal corporation, hereinafter referred to as "Grantee", an easement for ingress and egress purposes in, on, over, and across the real property in the City of Glendale, County of Los Angeles, State of California, described in Exhibit "A" attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions which Grantee, by the acceptance of this Easement and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. District reserves the paramount right to use said land for flood control purposes.
2. Grantee agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein-described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by District shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. District does not accept ownership or responsibility for the improvements.

File with: DUNSMUIR DEBRIS BASIN DEBRIS DISPOSAL AREA 52 Also Affects: Parcel 37 5A-RW 2.1 S.D. 5 M9122095

3. Grantee agrees that it shall indemnify and save harmless District, its officers, agents, and/or employees, from any and all liability, loss, or damage to which District, its officers, agents and employees may be subjected as the result of any act or omission by Grantee, its officers, agents or employees arising out of the exercise by Grantee, its officers, agents or employees of any of the rights granted to it by this instrument.
4. It is expressly understood that District will not be called upon to construct, repair, maintain or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement.
5. The provisions and agreements contained in this Easement shall be binding upon Grantee, its successors and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following Grantee's exercise of these easement rights to construct such structures and improvements, Grantee agrees to pay on behalf of District that part of any such assessment levied against District which is based on the value contributed to that area by Grantee's said improvements.

Dated _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____

Chair, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____

Deputy

OG:jb/P8/conf:/eOG34

NOTE: Acknowledgment form on reverse side.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

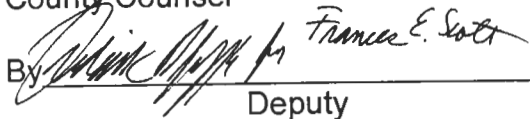
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By  Deputy

APPROVED as to title and execution, _____, 20____.
DEPARTMENT OF PUBLIC WORKS Mapping & Property Management Division
MARTIN J. YOUNG Supervising Title Examiner III
By _____

P:\Conf:\flodfax.2 W acct la.doc

<p style="text-align: center;">CERTIFICATE OF ACCEPTANCE</p> <p>This is to certify that the interest in real property conveyed by the deed or grant herein, dated _____ from the Los Angeles County Flood Control District, a body corporate and politic, to the City of Glendale, a municipal corporation, is hereby accepted pursuant to authority conferred by Resolution No. _____ of the City Council of the City of Glendale, adopted _____, and the grantee consents to the recordation thereof by its duly authorized officer.</p> <p>Dated _____</p> <p>By _____</p>

EXHIBIT "A"
LEGAL DESCRIPTION
EAST ACCESS ROAD



File with : Dunsmuir debris basin 52
Debris disposal area
Also affects: Parcel No. 37
5A-RW 2.1
A.P.N. 5601-032-805 (portion)
T.G. 504 (E5)
I.M. 189-197
Fifth District
M9122095

That portion of Lot 2 of Tract No. 2880 in the County of Los Angeles and State of California as per the map recorded in Book 36, page 67, of Maps in the office of the Recorder of said county described as follows:

Beginning at a point in the Northerly line of Rancho La Canada as shown as Bearing North 65° 48' West on said map and bearing North 65°46'28" West for the purpose of this description, said point being distant thereon Northwesterly 688.71 feet from the most Southerly corner of said Lot 2; thence, along said Northerly line,

1. North 65°46'28" West 62.01 feet; thence, leaving said Northerly line,
2. North 7°25'03" West 201.61 feet; thence,
3. North 19°44'48" East 215.47 feet; thence,
4. North 7°52'08" West 230.57 feet; thence,
5. North 21°04'53" West 325.39 feet; thence,
6. North 16°38'36" West 392.51 feet to a point in the Northerly line of Parcel 52 in that Final Judgement Document No. 1913 recorded in Book 38777, page 130 of Official Records of said County, cited as bearing South 68°16'16 East 181.08 feet in said document, said point being the Southeasterly terminus of that course cited as bearing North 68°16'16" West 63.37 feet in that deed recorded in Book 49592, page 229 of said Official Records; thence, along said Northerly line on a bearing of South 68°16'16" East for the purpose of this description and along the General Northerly and Easterly lines of said Parcel 52 by the following 5 courses,
7. South 68°16'16" East 117.71 feet; thence,

8. South 60°24'29" East 243.36 feet; thence,
9. South 15°24'27" West 204.00 feet; thence,
10. South 61°37'31" East 207.26 feet; thence,
11. South 42°39'39" West 230.35 feet; thence, leaving said General Easterly line,
12. South 7°52'08" East 241.35 feet; thence,
13. South 27°40'16" East 34.49 feet; to a point in the general Northerly line of said Parcel 52; thence, along said general Northerly and Easterly lines of said Parcel by the following 3 courses, thence,
14. South 76°53'01" East 45.03 feet
15. South 0°00'48" East 172.11 feet; thence,
16. South 24°13'32" West 280.70 feet to the POINT OF BEGINNING.


Containing an area of approximately 4.63 acres

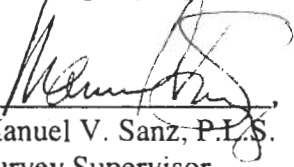
EXHIBIT A

Dunsmuir Debris Basin
Disposal Area 52 – East Access Road
5A-RW 2.1
Also affects: Parcel No. 37
Ptn. APN 5601-032-805


APPROVED AS TO LEGAL DESCRIPTION:

Attached Legal Description was prepared by:
William S. Kish, P.L.S. of VTN West Inc., No. 5000; License expires 12-31-2005.

Reviewed by:  Date: May 6, 2004
P. Michael Mathias,
Real Property Agent

Checked by:  Date: 11 May, 2004
Manuel V. Sanz, P.L.S.
Survey Supervisor

APPROVED BY:

 Date: May 11, 2004
Lucien J. Le Blanc, P.E.
City Engineer