COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE: MP-6
11.042

December 19, 2006

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:

TUJUNGA WASH - PARCEL 757, AFFECTS 758 AND 759
LEASE AGREEMENT - CITY OF LOS ANGELES
SUPERVISORIAL DISTRICT 3
3 VOTES

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

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Approve the enclosed 20-year Lease Agreement between the Los Angeles County Flood Control District and Robert and Marian Sontag as Trustees for the Sontag Family Trust of 1987 for vehicular parking, ingress and egress, and landscaping purposes along Tujunga Wash (6,392 square feet), located adjacent to 4811 Whitsett Avenue in the City of Los Angeles, at an initial rent of $18,595.68 per year.

3. Instruct the Chairman to sign the Lease Agreement and Memorandum of Lease and authorize delivery to the Lessees.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 15, 1972, Synopsis 46, your Board approved 15-year Lease No. 18237 with Robert Sontag for parking purposes along the north side of Tujunga Wash, adjacent to 4811 Whitsett Avenue in the City of Los Angeles.

On March 3, 1981, Synopsis 32, your Board approved an Amendment to Lease No. 18237, which extended the Lease term to August 31, 2000, added a cancellation provision, and revised the consideration provision.

On October 30, 1990, Synopsis 32, your Board approved a Second Amendment to Lease No. 18237, providing for a 5-year extension of Lease term to August 31, 2005, annual rent adjustments based on the Consumer Price Index (CPI) for All Urban Consumers, and reappraisal for rent adjustments every 5 years.

This action will allow the District to continue leasing parcels along Tujunga Wash under new terms as set forth in the new 20-year Lease to Robert and Marian Sontag as Trustees for the Sontag Family Trust of 1987 for vehicular parking, ingress and egress, and landscaping purposes.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Fiscal Responsibility. The revenues from the Lease will be used for flood control purposes, and the leasing of the property will enhance future revenues through assessment and taxation.

FISCAL IMPACT/FINANCING

The first year's rent is $18,595.68. This amount has been paid and deposited into the Flood Control District Fund. Subsequent years' rent shall be adjusted annually based on the Consumer Price Index with a reappraisal every 5 years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved this Lease Agreement and Memorandum of Lease as to form. The Memorandum of Lease will be recorded.

ENVIRONMENTAL DOCUMENTATION

The Lease Agreement is categorically exempt from CEQA as specified in Section 15304 of State CEQA statues and Guidelines and as specified in Class 4(j) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Enclosed are three originals of the Lease Agreement and an original and two duplicates of the Memorandum of Lease. Please have the original and duplicates signed by the Chairman and acknowledged by the Executive Officer of the Board. Please return two executed originals of the Lease and one original and duplicate Memorandum of Lease to Public Works, retaining one original Lease and duplicate Memorandum of Lease for your files.

One adopted copy of this letter is required.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

CW:mr
P6\bleaseagrmnt

Enc.

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

FILE WITH:
Lease Agreement No.

_____
Tujunga Wash
Right of Way Parcels 757, 757 and 759
Right of Way Map No. 11-RW 23.1
Assessor's Parcel No. 2357-029-900
Thomas Guide Page/Grid 562-F3

LEASE AGREEMENT

Dated as of 9/22/06

By and between

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

AND

ROBERT SONTAG AND MARIAN SONTAG
AS TRUSTEES FOR THE SONTAG FAMILY TRUST OF 1987

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LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease) is made this 22nd day of September 2006, by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter called DISTRICT, and ROBERT SONTAG AND MARIAN SONTAG AS TRUSTEES FOR THE SONTAG FAMILY TRUST OF 1987, hereinafter called TENANT.

RECITALS:

WHEREAS, on September 1, 1970, DISTRICT entered into Lease Agreement No. 18237 with Robert Sontag for use of the real property along Tujunga Wash at the northwest corner of Whitsett Avenue and Riverside Drive in the City of Los Angeles; and

WHEREAS, Lease Agreement No. 18237 expired on August 31, 2005; and

WHEREAS, on September 1, 2005, TENANT entered into interim Rental Agreement No. 06-06 (Interim Lease) for the continued use of DISTRICT's property along Tujunga Wash; and

WHEREAS, TENANT is the successor in interest to the property at 4801 Whitsett Avenue, Los Angeles; and

WHEREAS, TENANT desires to continue leasing DISTRICT's property for vehicular parking, ingress and egress, and landscaping purposes in connection with its adjacent development.

NOW THEREFORE, in consideration of the covenants, and conditions, as set forth herein, DISTRICT and TENANT agree as follows:

1. GRANT OF LEASE

In consideration of the payment of rents and the faithful performance by TENANT of the covenants herein contained, DISTRICT, by and through its Board of Supervisors, does hereby demise and lease to TENANT, and TENANT does hereby lease and hire from DISTRICT certain real property located along the Tujunga Wash, adjacent to 4801 Whitsett Avenue in the City of Los Angeles, County of Los Angeles, State of California, and described and cross hachured area A of Exhibit A for parking, ingress and egress, and Shaded Area B of Exhibit A-1 for landscaping purposes, attached hereto and made a part hereof, collectively hereinafter referred to as LEASE PREMISES.

Except as otherwise provided in this Lease, TENANT hereby accepts the LEASE PREMISES in the condition existing as of the date this Lease commences and subject to all matters of record. TENANT acknowledges that neither DISTRICT nor DISTRICT's agent has made any representation or warranty as to the present or future suitability of the LEASE PREMISES for TENANT's proposed use or the conduct of TENANT's business.

2. USE

The LEASE PREMISES shall be used for vehicular parking, ingress and egress, and landscaping purposes. Any other use is prohibited without prior written approval by DISTRICT, which approval shall not be unreasonably withheld or delayed.

3. TERM

The term of the Lease shall be twenty (20) years, commencing upon execution by the DISTRICT's Board of Supervisors and September 1 shall hereinafter be referred to as the Anniversary Date.

4. RENT

The rent for each year is due annually on the Anniversary Date, payable to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, c/o County of Los Angeles Department of Public Works, P.O. Box 7437, Alhambra, CA 91802-7437, Attention Fiscal Division. All payments must include the name of the TENANT and Lease Agreement number.

A. Calculation of Rent

1. First Year's Rent

TENANT has paid for the first year's rent in the amount of Eighteen Thousand Five Hundred Ninety Five and 68/100 dollars ($18,595.68).

2. Annual Rent Adjustment Based on Consumer Price Index For All Urban Consumers - (CPI-U)

Beginning September 1, 2007 and every year thereafter that this Lease is in full force and effect, except as provided in Section 4A.3, the rent for the current 12-month period (Current Rent) shall be adjusted by the Consumer Price Index for All Urban Consumers (base year 1982-84 = 100) for the Los Angeles - Riverside - Orange County, California area, as published by the United States Department of Labor, Bureau of Labor Statistics (Index).

The new rent shall be calculated by multiplying the Current Rent by a fraction, the numerator of which shall be the Index for that twelve (12) month period taken ninety (90) days prior to the date rent is due, and the denominator, which shall be the index taken ninety (90) days prior to the previous Anniversary Date (Previous Index). The formula for calculations is shown below.

Current Rent x [Current Index / Previous Index] = New Rent

If the described Index is no longer published, another Index generally recognized as authoritative shall be substituted as selected by the Chief Officer of the Bureau of Labor Statistics or its successor. If no such government index or computation is offered as a replacement, DISTRICT and TENANT shall mutually select a percentage for calculating future annual adjustments.

The rent shall never be adjusted to an amount less than the current rent.

3. Rent Adjustment Based on a Reappraisal

On September 1, 2009, and each five-year period thereafter, the rent shall be adjusted based on an appraisal of the LEASE PREMISES made or caused to be made by DISTRICT. The rental shall be adjusted to an amount equal to ten percent (10%) of the fair market value of adjacent properties, exclusive of the improvements on such properties, and discounted by fifty-five (55%). DISTRICT shall provide TENANT with written notice of the new rent, and if requested by TENANT, shall provide TENANT with documentation in support of DISTRICT'S appraisal and identifying the properties upon which DISTRICT'S appraisal is based, and their fair market values. In the event the annual rent set forth in DISTRICT'S notice is not acceptable to TENANT, TENANT must nevertheless pay rent at the new rate established by DISTRICT until the dispute is resolved. TENANT may, within fifteen (15) days from date of DISTRICT's notice of the rent adjustment and at its expense, hire a qualified licensed appraiser to prepare an appraisal of the LEASE PREMISES for DISTRICT'S review and consideration. A qualified appraiser shall be a member in good standing of a recognized national appraisal institute which tests, certifies and provides a program of continuing appraisal education and who possesses a minimum of five (5) years commercial real estate appraisal experience. If TENANT has not appointed the appraiser within fifteen (15) days from the date of DISTRICT's rent adjustment notification, and notified DISTRICT of the appointed appraiser, the adjusted rent established by DISTRICT shall be deemed accepted by TENANT.

If the parties are still unable to agree upon a new annual rent, at the written request of TENANT, both parties, jointly acting in good faith, shall appoint and hire a neutral qualified appraiser. Such neutral appraiser shall meet the same qualifications as specified above at TENANT's expense. The appraised value shall be conclusive, final, and binding upon both parties.

Once the new annual rent has been determined, TENANT shall within thirty (30) days of demand, pay any difference owed to DISTRICT for the period affected by the adjustment or DISTRICT will apply any difference owed to TENANT to the next year's rent.

DISTRICT shall provide written notice to TENANT thirty (30) days prior to the effective date of the rental adjustment based on the reappraisal.

B. Late Fees

The rent shall be considered delinquent if not paid within thirty (30) days of the date rent is due. If the rent becomes delinquent, the TENANT will be charged a late fee equivalent to ten percent (10%) of the delinquent amount for each month rent is delinquent and not paid in full.

If it becomes necessary to bring suit for collection of Rent, or of any other sums herein stipulated to be paid, and DISTRICT is successful in any such suit(s), TENANT agrees to pay attorney's fees and any other collection fees as DISTRICT may reasonably incur.

C. Proration

In the event of cancellation or early termination of this Lease on some other day than the Anniversary Date, the rent paid shall be prorated to reflect the actual period of tenancy, subject to DISTRICT inspection of the premises.

5. CANCELLATION

DISTRICT shall have the unqualified right to cancel this Lease only for flood control and/or water conservation purposes only by giving the TENANT one hundred and eighty (180) days' prior written notice. In the event DISTRICT cancels this Lease any pre-paid rent for the period following cancellation shall be refunded to TENANT.

6. FLOOD CONTROL AND WATER CONSERVATION PRIORITY

Use of the LEASE PREMISES by TENANT for those purposes so stated in Section 2 herein shall be subordinate to DISTRICT's use thereof for present and future flood control and/or water conservation purposes as determined by DISTRICT in its reasonable discretion and TENANT's use shall not interfere or conflict with DISTRICT's use.

A. Priority of LEASE PREMISES

It is understood by the parties hereto that since construction projects of DISTRICT and others authorized by DISTRICT may be carried on within the LEASE

PREMISES, TENANT, its officers, agents, employees and its contractors, permittees, licensees and their employees shall not unreasonably hinder or delay any of them or their actions.

DISTRICT may, when necessary, request TENANT in writing to make required modifications, addition, relocation or removal of TENANT's improvements located within the LEASE PREMISES due to DISTRICT's work for flood control and/or water conservation purposes, when in the reasonable discretion of DISTRICT, such work cannot be accommodated practically or economically with TENANT's existing improvements. TENANT shall be obligated to make such modifications, additions, relocation or removal, and upon its receipt of notice thereof, shall perform such obligations at its expense and shall complete them prior to commencement of DISTRICT's work.

Should TENANT fail to make said modifications, additions, relocation or removal within one hundred twenty (120) days from receipt of notice from DISTRICT, DISTRICT may perform the required work and charge TENANT for any and all expenses incurred. TENANT shall reimburse DISTRICT for all costs DISTRICT incurred in making said modifications, additions, relocation or removal together with interest at a rate of ten percent (10%) or five percent (5%) above the Federal Reserve Rate, whichever is greater, but not to exceed the then existing limit in California from the time of such payment by DISTRICT, and said interest shall be compounded on a monthly basis, until said amount owed to DISTRICT is paid in full.

7. RESERVATIONS

A. Reservation for Utility Corridors. Public Transportation and Recreational Purposes

DISTRICT reserves the right to use the LEASE PREMISES for utilities, public transportation and recreational purposes and to transfer to other governmental agencies or private parties non-exclusive rights to use the LEASE PREMISES for the same, together with incidental rights of construction and installation of facilities, ingress and egress, operation, and maintenance. The exercise of the rights reserved in this Section shall not be inconsistent with TENANT's use or constitute an unreasonable interference therewith. Interruption of TENANT's use, in whole or in part, for reasonable periods of time to permit construction and installation of utilities shall not be deemed an unreasonable interference. TENANT shall be notified at least ninety (90) days prior to the commencement of any such construction or alteration. Rent for that portion affected shall abate in proportion during such periods that TENANT is denied use thereof. None of the utilities or support structures shall be attached to, or built upon, or otherwise unreasonably interfere with TENANT's use without the written approval of TENANT, which shall not be unreasonably withheld.

In the event that DISTRICT exercises any of the rights reserved in this Section, the party acquiring such rights to the use of any portion of the LEASE PREMISES, and not TENANT, shall be responsible for the maintenance, repair and removal of any facilities such party may construct or bring onto the LEASE PREMISES.

In the event the LEASE PREMISES become reduced from DISTRICT exercising its rights reserved in this Section, rent payable by the TENANT under the Lease shall be adjusted accordingly.

B. Right of Entry for Inspection, Maintenance Emergencies, etc.

DISTRICT reserves the right of entry by any authorized personnel, employee, contractor, or agent of DISTRICT for the purpose of inspecting the LEASE PREMISES, for any purposes incidental to the rights or duties of DISTRICT, and for the doing of any and all acts, in the protection, maintenance, construction, reconstruction, and operation of DISTRICT's facilities. The right of inspection reserved to DISTRICT shall not impose an obligation on DISTRICT to make inspections to ascertain the condition of the LEASE PREMISES and shall not impose liability upon DISTRICT for failure to make such inspection. In addition thereto, DISTRICT shall have the right, at its discretion, to immediate possession of the LEASE PREMISES for the purpose of preventing sabotage, for the protection of DISTRICT's facilities, and in an emergency situation where lives are endangered or excessive property or environmental damage is threatened.

8. CONSTRUCTION AND ALTERATION

A. TENANT'S Right to Construct and Alter Premises

TENANT shall have the right to construct improvements necessary for use of the LEASE PREMISES as provided in this Lease, excluding buildings or permanent structures on the LEASE PREMISES. The work shall not be done or commence until TENANT's preliminary and final plans and specifications for such construction shall have been submitted to and approved by DISTRICT's Chief Engineer or his designees, and in accordance with the terms and conditions contained herein, which approval shall not be unreasonably withheld or delayed. It is understood that such written approval shall not be withheld, unless DISTRICT, at its sole discretion, determines that the proposed work will unreasonably interfere with the operation and maintenance of the Tujunga Wash or any of DISTRICT's other affected properties, the placement of underground utilities and the operation of an underground utility corridor, and any other use authorized by this Lease.

B. Approval of Plans, etc., by DISTRICT as to Compatibility Only

Approval by DISTRICT of any plans and specifications submitted by TENANT shall be as to compatibility with DISTRICT's facilities and shall in no way be

interpreted or inferred as an endorsement or approval as to the design or the accuracy, correctness, and authenticity of the information shown thereon. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. TENANT shall also comply with and faithfully observe all applicable requirements, rules, regulations, and ordinances pertaining to the construction of TENANT's improvements on the LEASE PREMISES.

C. Responsibility of TENANT to Obtain Permits

TENANT shall obtain, arrange for, and bear the cost of all permits, including plan check and inspection fees, licenses, environmental impact reports, site preparation, surface treatment, relocation of facilities of others, and enclosure of the LEASE PREMISES as is necessary or required for health or safety in the operation, maintenance, and use of the LEASE PREMISES by TENANT.

D. Incorporation of Permit by Reference

As a condition of this Lease, TENANT agrees to keep and perform the covenants and conditions contained in any Permit issued or to be issued to TENANT by DISTRICT's Chief Engineer or his designees. In the event of an inconsistency or ambiguity between the terms of the Lease and the Permit, the Lease shall prevail.

E. Installation of Landscaping and an Irrigation System

TENANT is required to install and maintain landscaping and an irrigation system at TENANT's cost as depicted on Exhibit A-1, Area B. The minimum requirements are shown on Exhibit B, pages L-1, L-2, and L-3. Additionally:

1. The specific plants indicated on Exhibit B, page L-3 may be altered, provided that the selections comply with Los Angeles River Master Plan Landscaping Guidelines and Plant Palettes, dated January 2004.

2. Four sets of Landscaping and Irrigation plans must be submitted to the Los Angeles County Department of Public Work's Construction Division, Permits and Subdivisions Unit, for review and final approval as represented by issuance of a Permit prior to construction of any landscaping.

DISTRICT acknowledges and agrees that notwithstanding to foregoing provisions of this Section, TENANT has already complied in all respects with the obligation to install such landscaping and irrigation system and DISTRICT has accepted and approved same, and TENANT shall not be obligated to procure the issuance of any Permit with respect thereto.

9. OWNERSHIP OF IMPROVEMENTS

All improvements, equipment and other improvements constructed, installed or placed on the LEASE PREMISES by TENANT during the term of this Lease shall

remain TENANT's property during the term of this Lease. Upon the expiration or sooner termination of this Lease or upon the termination of TENANT's occupancy, all improvements shall become DISTRICT's property and shall be delivered to DISTRICT. However, at DISTRICT's sole option, TENANT shall, at TENANT's expense, remove those TENANT improvements, as determined by DISTRICT, to DISTRICT's satisfaction and leave the LEASE PREMISES in the same condition as existed prior to occupancy except for the remaining improvements. During the term of this Lease such improvements shall constitute additional security for the performance of TENANT's obligations hereunder.

10. REPAIRS AND MAINTENANCE

A. TENANT's Maintenance Obligations

TENANT, at its own cost and expense, shall maintain the LEASE PREMISES, including but not limited to all landscaping and improvements constructed thereon, in good repair, free of weed, rubbish, and refuse, and in compliance with all requirements of law and usual industry standards. TENANT shall take reasonable steps necessary to effectively protect all existing DISTRICT owned improvements and property from damage shall remove from and keep improvements and property whether owned by TENANT or DISTRICT, free from gravity and prevent any interference with the flow of water in the adjoining channel caused by TENANT's use of such land and improvements, all without expense to DISTRICT. TENANT shall be liable for damage to all existing DISTRICT owned improvements resulting in any way from or attributable to the use and occupancy of the LEASE PREMISES by TENANT or any person entering upon the same with or without the consent of TENANT, expressed or implied. TENANT shall repair immediately said damage at no cost to DISTRICT. Where DISTRICT owned improvements are affected, TENANT shall seek DISTRICT approval prior to making the repairs. If TENANT fails to repair said damages or remove damaged improvements immediately and to DISTRICT's reasonable satisfaction, DISTRICT may enter onto the LEASE PREMISES with or without any notice and repair said damages. TENANT shall then reimburse DISTRICT of any expenses incurred together with interest at a rate often percent (10%) per annum or five percent (5%) per annum above the Federal Reserve discount rate, whichever is greater, but not to exceed the then existing legal limit in California as of the date of demand by DISTRICT, and such interest shall compound on a monthly basis until said amount owed to DISTRICT is paid in full. Should damages be caused by the presence of hazardous substances, TENANT shall take remedial actions as specified herein Section 23.

TENANT has landscaped Area B of Exhibit A-1 and agrees to maintain the landscaping and irrigation system, including but not limited to: plant replacement, weeding, irrigation system, and plant pruning for the term of the Lease or until the Department of Public Works completes a greenway development in this area and advises TENANT within thirty (30) days that the Department will assume responsibility for the maintenance activities. Area B of Exhibit A will be automatically excluded from the Leased Premise once the Department of Public Works assumes responsibility.

B. Emergency Conditions

In the event of an emergency, TENANT shall take all steps necessary to abate the condition. Emergency conditions are defined as situation in which lives are endangered or material or substantial environmental damage will result if required work is delayed pending approval by DISTRICT. TENANT agrees that if work is done under "emergency conditions", TENANT shall within seven (7) days from the occurrence of the emergency, request approval in writing from DISTRICT for the work performed as required herein.

C. Approval by DISTRICT

For all repairs within the LEASE PREMISES, TENANT shall comply with each and every condition in Sections 8 and 13 herein and shall conform with local building codes, if applicable.

DISTRICT's Chief Engineer or his designee may release TENANT from any such condition only upon prior written Request for Release from Construction Conditions setting forth each and every condition from which TENANT seeks relief.

D. Compliance With Laws

DISTRICT shall not be obligated to make any repairs, alterations, additions or improvements in, on or to the LEASE PREMISES or in, on or to any structure or other improvements hereinafter erected or installed thereon, by TENANT, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. TENANT shall otherwise observe and comply with any and all public laws, ordinances and regulations applicable to the LEASE PREMISES during the term of this Lease. TENANT shall indemnify, defend and hold harmless DISTRICT against all actions, claims and damages caused by TENANT's failure to perform the terms hereof, or TENANT's nonobservance or nonperformance of any law, ordinance or regulation applicable thereto.

11. TAXES AND ASSESSMENTS

A. Payment of Taxes

TENANT shall have sole responsibility to pay promptly without abatement, deduction, or offset, any personal property taxes, real property taxes, rental taxes, excise taxes, business and occupation taxes and all general and special assessments or taxes or charges of any kind or nature whatsoever (hereinafter referred to as "taxes") levied or assessed against the LEASE PREMISES, TENANT's operations on the LEASE PREMISES, or against TENANT's possessory interest by any governmental entity. This Lease may create a possessory interest subject to property taxation and TENANT may be subject to payment of a property tax levied on. such interest and agrees to pay any property tax levied on such interest. If notice of any such taxes is received by DISTRICT from a governmental agency or from any other persons or

entity, DISTRICT shall communicate such notice to TENANT; however, DISTRICT's failure to communicate such notice shall not impose liability on DISTRICT for the taxes.

B. Commencement and Expiration

All taxes and assessments against the LEASE PREMISES during the first and last tax fiscal years of this Lease shall be prorated between DISTRICT and TENANT. TENANT shall have no obligation for payment of installments of taxes or assessments which become due before the commencement of the term of this Lease or which may accrue after the expiration or sooner termination of this Lease.

C. Fees

In the event that during the term of this Lease there is an imposition placed upon DISTRICT by any governmental agency, city, state, or federal, the requirement to obtain a license for the renting or leasing of real property or any interest therein measured in whole or in part upon the sums received by DISTRICT from TENANT under this Lease, TENANT shall either pay directly on behalf of DISTRICT or at DISTRICT's request, reimburse DISTRICT for any sums paid by DISTRICT the sums which would be due and payable if only the subject Lease were the basis of the fee.

D. Payment by DISTRICT

In the event TENANT fails to pay such taxes or assessments or fees, after fifteen (15) days from receipt of notice by TENANT, DISTRICT may, at its option, pay any such taxes or assessments together with all penalties and interest which may have been added thereto by reason of any such delinquency or default, and may likewise redeem the LEASE PREMISES or any part thereof, from any tax sale or sales. Any such amounts so paid by DISTRICT shall become due and payable within fifteen (15) days of receipt of notice by TENANT from DISTRICT, together with interest at the rate of ten percent (10%) per annum or five percent (5%) per annum above the Federal Reserve discount rate, whichever is greater, but not to exceed the then existing legal limit in California as of the date of demand by DISTRICT, and such interest shall be compounded on a monthly basis until the amount owed to DISTRICT is paid in full.

12. UTILITIES

TENANT agrees to pay when due all charges for the use of the sewer and effluent treatment, when and if imposed by any governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power and other utility rents and charges accruing or payable in connection With the LEASE PREMISES during the term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters.

13. SURETY BONDS

On each occasion TENANT constructs, reconstructs or demolishes any improvements upon the LEASE PREMISES, TENANT shall at its own cost and expense furnish DISTRICT two (2) separate corporate surety bonds, in all respects satisfactory to DISTRICT as follows:

A. Performance Bond

Within ten (10) days prior to commencement of any construction, reconstruction, or demolition, TENANT shall furnish a corporate surety Performance Bond, issued by a surety company licensed to transact business in the State of California, in an amount equal to one hundred fifteen percent (115%) of the contract price of such construction, reconstruction, or demolition. Said bond and said company to be in all respects satisfactory to DISTRICT, naming TENANT as principal, said company as surety, and DISTRICT as obligee, to assure full and satisfactory performance by TENANT of TENANT's construction and installment or removal of improvements.

B. Payment Bond

Within ten (10) days prior to commencement of any construction, reconstruction or demolition, TENANT shall furnish a corporate surety Payment Bond (Material and Labor Bond), issued by a surety company licensed to transact business in the State of California, with TENANT as principal, said company as surety, and DISTRICT as obligee, in a sum equal to one hundred fifteen percent (115%) of the aforesaid contract price of such construction, reconstruction, or demolition, guaranteeing payment for all material, provisions, supplies and equipment, used in, upon, for or about the performance of said construction work or for labor done thereon of any kind whatsoever and protecting DISTRICT from any and all liability, loss or damages arising from failure to make such payment.

Should TENANT not complete all the work in connection with the construction, reconstruction or removal of its improvements then the Bond(s) shall be used by DISTRICT for any and all costs and payments. The amount in excess of 100% of the contract price shall be released to the DISTRICT to cover costs incurred in its performance of any actions herein.

14. LIENS AND CLAIMS

TENANT agrees to keep the LEASE PREMISES and the improvements hereinafter erected or placed thereon, and every part thereof and any and every estate, right, title, and interest therein, at all times during the term of this Lease, free and clear of mechanic's liens and other liens for labor, service, supplies, equipment, and materials. TENANT will at all times fully pay and discharge and wholly protect, defend and hold harmless DISTRICT and all and every part of the estate, right, title, and

interest of DISTRICT in and to all and every part of said land and the LEASE PREMISES and such improvements, or any of them, against: (a) any and all demands or claims which mayor could ripen into such liens or labor claims; (b) all attorney's fees and costs, and; (c) any and all expenses, damages, or outlays which mayor might be incurred by DISTRICT or TENANT by reason of, or on account of any such liens or claims or the assertion thereof. If any lien shall be filed, or if any suit, action or proceeding shall be commenced, affecting the LEASE PREMISES or improvements thereon, TENANT shall immediately, upon obtaining information thereof, give notice in writing to DISTRICT. Should TENANT allow a final judgment of foreclosure of any mechanic's lien, or any other judgment arising out of any claim or demand in connection with any construction or improvements made upon said property to remain unsatisfied for more than a period often (10) days, DISTRICT may, at its option, pay, adjust or compromise any and all such claims or demands and TENANT covenants and agrees to pay to DISTRICT all such sums incurred or expended by DISTRICT, including all reasonable attorney's fees, with interest at the rate often percent (10%) or five percent (5%) above the Federal Reserve discount rate, whichever is greater but not to exceed the then existing legal limit in California from the time of such payment by DISTRICT, and said interest shall be compounded on a monthly basis until the amount owed to DISTRICT is paid in full.

DISTRICT shall have the right to post, record, and maintain on the LEASE PREMISES such Notices of Nonresponsibility as provided for under the laws of the State of California.

Notwithstanding anything to the contrary herein contained, if TENANT shall in good faith contest the validity of any lien, claim, or demand, then TENANT shall, at its expense, defend itself and DISTRICT against the same and shall pay and satisfy any final adverse judgment that may be rendered therein before the enforcement thereof against DISTRICT or the LEASE PREMISES. TENANT shall name DISTRICT as additional obligee under any surety bond furnished in the contest proceedings.

Notwithstanding the foregoing, TENANT shall have no obligation to secure the removal of any liens against the LEASE PREMISES arising from the exercise by DISTRICT of any rights reserved under the provisions of Section 7A of this Lease, and it shall be the obligation of the DISTRICT, at its expense, to pay and discharge all such liens and defend and hold TENANT harmless with respect thereto.

15. INDEMNITY AND INSURANCE

A. Indemnity

TENANT agrees to indemnify, defend and hold harmless DISTRICT, its governing board, officers, employees, engineers, contractors, or agents against any

claims of any nature whatsoever, arising from or in connection with the construction, reconstruction, maintenance and operation of Area A of LEASE PREMISES or subsequent use of Area A of LEASE PREMISES created thereon by TENANT. In addition, DISTRICT shall not be liable, at any time, for any loss to Area A of the LEASE PREMISES operation; any injury, loss, death to any person whomsoever; any damage or destruction to the Area A of LEASE PREMISES, at any time, occasioned by or arising out of, indirectly, solely, or contributory by (a) any act, activity or omission of TENANT or of anyone holding under TENANT, or (b) the occupancy or use of the Area A of LEASE PREMISES or any party thereof, by or under TENANT, or (c) any state or condition of the LEASE PREMISES or any part thereof.

TENANT shall not be responsible for injuries to the person of DISTRICT, DISTRICT's agents, or others who may be on Area B of LEASE PREMISES, arising from or incidental to the use of the Area B of LEASE PREMISES by the DISTRICT or flood control or water conservation activities, or anyone under the DISTRICT. DISTRICT agrees to indemnify and hold the TENANT harmless from any and all such claims, including defense costs and legal fees.

TENANT releases DISTRICT and waives all right to damages for any loss, costs, or expenses TENANT may sustain as a result of damage to or destruction of TENANT's facilities attributable to DISTRICT's flood control or water conservation function or flooding caused by inadequacy or failure of DISTRICT's facilities, unless such damage or destruction is caused by the negligence of DISTRICT, its employees, engineers, contractors or agents

B. Insurance

TENANT agrees:

1. To procure and maintain a policy of comprehensive Commercial General Liability insurance with a good and solvent insurance company or companies for the mutual benefit of DISTRICT and TENANT, such policy with General Aggregate Coverage not less than Two Million ($2,000,000), and One Million Dollars ($1,000,000) coverage per occurrence. To procure and maintain an Automobile Liability Insurance with coverage not less than One Million Dollars ($1,000,000) per accident. The LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and THE COUNTY OF LOS ANGELES shall be named as the additional insured on each and every policy of insurance procured by TENANT as required herein.

2. To procure and maintain, or cause to be procured and maintained, a policy or policies, of fire, lightning, vandalism, malicious mischief, and extended coverage insurance covering any and all improvements that may be placed or constructed on the LEASE PREMISES by TENANT. Such insurance shall be in an amount at least equal to one hundred percent (100%) of the full replacement value of said improvements. TENANT agrees to reevaluate coverage at one (1) year intervals and

to increase said coverage if it shall then be less than one hundred percent (100%) of the then full replacement value.

3. To deliver to DISTRICT, within ten (10) days prior to commencement of the Lease, a copy of the insurance policy procured by TENANT under the terms hereof.

4. That said policies insuring against fire or other casualty shall be carried in favor of DISTRICT and TENANT as their respective interests may appear and shall include the interest of the holder of any mortgage (as hereinafter defined) executed by TENANT in connection with the obtaining of any interim or permanent financing, and said policies shall provide that any loss is payable jointly to DISTRICT and TENANT and the holder, if any, of such mortgage of the leasehold, and in such event, such policies shall contain standard mortgage or deed of trust loss payable clauses.

5. To pay any and all premiums or other expenses arising in connection with the furnishing of the insurance by TENANT as herein provided.

6. That all insurance policies shall contain a provision that said policies shall not be canceled or terminated without thirty (30) days prior written notice from the insurance company to DISTRICT; and that on or before ten (10) days' prior to the expiration of any insurance policy, TENANT will either deliver to DISTRICT written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver a copy of the insurance policy from another good and solvent insurance company for such coverage.

7. TENANT shall procure an appropriate clause, or an endorsement on, any policy of fire, lightning, vandalism, malicious mischief, earthquake or extended coverage insurance covering the LEASE PREMISES and any improvement located thereon, and the personal property, fixtures and equipment located in or on the LEASE PREMISES, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery against DISTRICT, and TENANT does hereby agree that it shall not make any claim against or seek to recover from DISTRICT any loss or damage to TENANT's property or the property of others, resulting from fire or other hazards covered by such fire and extended coverage insurance.

C. Right of District to Insure

In the event TENANT shall neglect or fail for any reason to insure and keep insured or caused to be insured the improvements on the LEASE PREMISES as required by this Lease, or to pay the premiums therefore, DISTRICT may, at DISTRICT's option, procure or renew such insurance and pay the premiums thereon. Any amount paid for insurance by DISTRICT shall become immediately due and payable by TENANT to DISTRICT. DISTRICT shall not be required to carry any public liability, public damage or extended coverage insurance on any improvements on the LEASE PREMISES.

D. Uninsured Casualty

At any time during the term hereof should there be destruction or damage to all or any part of the improvements on the LEASE PREMISES caused by an uninsured casualty, TENANT shall have no obligation to rebuild such improvements. Should TENANT elect to terminate this Lease pursuant to the provisions herein, TENANT shall give DISTRICT ninety (90) days' written notice of its election to terminate. TENANT at its own expense shall remove all improvements on the LEASE PREMISES and repair any damage to DISTRICT's improvements and restore the LEASE PREMISES to DISTRICT's satisfaction. In no event shall TENANT leave partially or totally destroyed improvements on the LEASE PREMISES.

E. Effect of Destruction

Destruction of improvements upon the LEASE PREMISES shall not affect an abatement or reduction in rent except in the event of termination as provided in Section 15D above.

16. ASSIGNMENT AND SUBLEASING

A. Assignment

Except as otherwise provided for herein, TENANT shall not assign this Lease, or any interest herein; the LEASE PREMISES, or any part hereof, or any right or privilege appurtenant thereto, without first obtaining the DISTRICT's written consent. The assignee shall agree in writing to be bound by the covenants, conditions, and agreements contained herein, and a copy of any such agreement shall be furnished to DISTRICT prior to the effective date thereof. DISTRICT agrees that such consent shall not be unreasonably or arbitrarily refused. DISTRICT's consent to one assignment shall not be consent to any subsequent assignment by another party or person. Any unauthorized assignment shall be voidable and shall terminate this Lease at DISTRICT's option. The charge for an assignment shall be TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500). DISTRICT reserves the right to increase the charge for an assignment based on its current policies at the time of the assignment.

Neither this Lease nor any interest herein shall be assignable or transferable in a proceeding in attachment, garnishment, or execution against TENANT, or voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken against TENANT. Possession of the whole or any part of the LEASE PREMISES shall not be divested from TENANT in such proceedings without the written consent of DISTRICT. Any breach of the provisions of this Section shall cause this Lease to terminate immediately at the option of DISTRICT.

In the event that, during the Lease term, the Sontag Family Trust of 1987 (the Trust) terminates by reason of the deaths of both Robert Sontag and Marion Sontag, the rights and obligations of TENANT hereunder shall be automatically assigned to the beneficiaries of the Trust, without payment of any assignment fee, provided (i) all such beneficiaries are descendants of Robert Sontag and/or Marion Sontag, (ii) DISTRICT is given written notice of the termination of the Trust, and (iii) such beneficiaries of the Trust execute documentation acceptable to DISTRICT, in its reasonable discretion, assuming the obligations of TENANT under this Lease.

B. Subleasing

TENANT shall not have the right to sublease any portion of the LEASE PREMISES or its improvements thereon.

17. BANKRUPTCY OR INSOLVENCY

If, during the term of this Lease: (a) a petition to have TENANT adjudged bankrupt or a petition for reorganization, arrangement, or for relief under the Bankruptcy Act as now in force or hereafter amended, be filed by TENANT, or be filed against TENANT, and if so filed against TENANT, not be dismissed within sixty (60) days from the date of such filing; (b) in any judicial action or proceeding pursuant to any composition of creditors, a receiver or other officer or agent (including TENANT as a debtor in possession) be appointed to take charge of the LEASE PREMISES or the business conducted therein, and not removed within sixty (60) days of the occurrence; any such contingencies shall be deemed to constitute and shall be construed as a repudiation of the obligations of TENANT and a breach of this Lease.

TENANT expressly agrees that DISTRICT may at its election terminate this Lease in the event of the occurrence of any of the contingencies herein above described by giving not less than thirty (30) days' notice to TENANT, and when so terminated, DISTRICT may reenter the LEASE PREMISES and relet to another.

18. NO SUBORDINATION AND NO RIGHT TO HYPOTHECATE LEASEHOLD

DISTRICT will not subordinate its fee interest in the LEASE PREMISES to any lien or encumbrance created by TENANT.

TENANT shall not have the right at any time to hypothecated leasehold.

19. CONDEMNATION

A. Total Take

If the entire LEASE PREMISES or any portion thereof shall be taken by

condemnation or other proceedings pursuant to law, or sold in avoidance of such condemnation or other proceedings, which is sufficient to render the remaining portion thereof unsuitable for use by TENANT in the sole judgment of TENANT (each of which is hereinafter in this Section referred to as a "taking"), then TENANT shall give notice to DISTRICT of its intention to terminate this Lease on any date after such taking, but not more than ninety (90) days thereafter, and this Lease shall thereupon terminate as of this date. In the event the Lease is terminated as a result of such taking, the award, settlement or payment resulting from such taking (including any award, settlement or payment as compensation by way of severance damage suffered by such portion of the LEASE PREMISES as may not be taken), shall be awarded to DISTRICT.

B. Partial Take

If a lesser portion of the LEASE PREMISES not giving rise to the termination of this Lease shall be taken, this Lease shall nonetheless continue in full force and effect. TENANT shall promptly repair any damage caused by any such taking to the improvements on the LEASE PREMISES, including such repairs to said improvements as may be necessitated by the partial taking thereof In the event of such lesser taking by condemnation or otherwise, not resulting in a termination of this Lease, the award, settlement or payment for such taking shall be awarded to DISTRICT.

C. Temporary Take

If the use or occupancy of the LEASE PREMISES or any part thereof shall be temporarily requisitioned by any governmental authority, civil or military, this Lease shall nonetheless continue in full force and effect, and TENANT shall promptly repair any damage caused by any such taking or requisition to the improvements on the LEASE PREMISES, including such repairs to said improvements as may be necessitated by the partial taking thereof. In the event of such temporary requisition, the rent payable to DISTRICT shall be adjusted accordingly but in no event shall the annual rent be less than the DISTRICT's minimum, which is currently $2,500.

This Section shall apply only to condemnation or other proceedings or sales in avoidance of condemnation, which are instituted by a public agency other than DISTRICT.

D. Waiver

TENANT hereby waives all rights to so take any or all of LEASE PREMISES or other DISTRICT property by condemnation or other similar action.

20. DEFAULT

Any and all of the following actions shall constitute an event of default under this Lease on the part of TENANT, if such action is not cured by TENANT within thirty (30)

days following written notice by DISTRICT to TENANT:

Failure to pay any installment of rent when due after any applicable cure period.

Failure to pay any other monies due DISTRICT.

Failure to pay any insurance premiums, liens, claims, demands, judgments, or other charges provided in this Lease to be paid or caused to be paid by TENANT at the time and in the manner herein provided.

TENANT maintaining, committing or permitting the maintenance or commission of a nuisance upon the LEASE PREMISES or using the same for an unlawful purpose.

Failure to repair or maintain the LEASE PREMISES or cause the same to be repaired or maintained as provided in this Lease.

Presence, use, storage or disposal of any Hazardous Substances defined in Section 23. on LEASE PREMISES.

Abandonment of Lease Premises for a continuous period of thirty (30) days or more.

Failure to perform or a breach of any other covenant, condition or restriction provided in this Lease to be kept or performed within thirty (30) days after receipt of notice by TENANT, TENANT's lender or TENANT's assignees.

21. REMEDIES FOR DEFAULT

Upon TENANT's default, in addition to any other remedies available by operation of law, DISTRICT shall have the non-exclusive right, at its sole election, to pursue any or all of the following remedies:

A. To notify TENANT in writing identifying the event of default and allowing a reasonable period of time for TENANT to cure such default. This notice may be accompanied by a notice of termination, setting a date for termination of the Lease in the event the default is not cured within the time granted. Such notice of termination may not set a date for termination of the Lease of less than thirty (30) days from the date notice is given.

B. To enter and take possession of the LEASE PREMISES, without terminating this Lease and take any action necessary to preserve or maintain the LEASE PREMISES and rent the LEASE PREMISES at the best price obtainable by reasonable effort and for any term and on such conditions as DISTRICT deems proper. Upon each such reletting, all rentals received by DISTRICT shall be applied first to the payment of rent due and unpaid hereunder from TENANT to DISTRICT; second, to the payment of any

loss and expense of such reletting, including administrative fees and costs of any alterations or repairs; third, to the payment of rent due and unpaid hereunder; and the residues if any, shall be held by DISTRICT and applied in payment of future rent as the same may become due and payable hereunder. TENANT shall remain liable to DISTRICT for the deficiency, if any, between TENANT's rent hereunder and rent obtained by DISTRICT on reletting.

C. To terminate this Lease upon thirty (30) days by written notice, and to enter into and upon the LEASE PREMISES and take possession of the same. Upon termination of this Lease, in addition to any other remedies DISTRICT may have at law, in equity or under this Lease, DISTRICT may recover without limitation, any unpaid rent and charges equivalent to rent having accrued, plus interest, all costs associated with recovering and/or reletting the LEASE PREMISES, all costs associated with performing TENANT's obligations hereunder, and the worth at the time of such termination of all rent and charges equivalent to rent lost over the remainder of the term.

D. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to DISTRICT hereunder or of any damages accruing to DISTRICT by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by DISTRICT to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any of DISTRICT's rights hereunder.

22. SALE OF LEASE PREMISES BY DISTRICT

In the event of any sale of the LEASE PREMISES by DISTRICT, DISTRICT shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and unaccrued obligations contained in or derived from this Lease arising out of any act, occurrence or omission after the consummation of such sale; provided that the purchaser at such sale of the LEASE PREMISES, shall in writing covenant to and with TENANT to carry out any and all of the covenants and obligations of DISTRICT under this Lease.

23. HAZARDOUS SUBSTANCES

A. Definition

F or purposes of this Lease, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural

formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8;

Substances, which require investigation or remediation under any Federal, State or Local statute, regulation, ordinance, order action, policy or common law;

That which is or becomes defined as "hazardous waste", "hazardous substances", pollutant or contaminant under any Federal, State or Local statute, regulation, ordinance or amendment thereto, including without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and/or the Resource Conservation and Recovery Act (RCRA);

That which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or likewise hazardous and is or may become regulated by any governmental authority, agency, department, commission, board of instrumentality of the United States, the State of California or any political subdivision thereof;

Substances, present on or about the LEASE PREMISES, which cause or threaten to cause a nuisance thereupon or to adjacent properties or pose or threaten to pose a hazard to the health or safety of persons on or about such property;

Without limitation, substances containing gasoline, diesel fuel or other petroleum hydrocarbon;

Without limitation, substances containing polychlorinated bipheynols (PCBs), asbestos or urea formaldehyde foam insulation.

B. Warranties and Representatives

1. TENANT hereby warrants and represents that it will not cause the presence, use, storage or disposal of any hazardous substances on or about the LEASE PREMISES without the prior written consent of DISTRICT.

2. TENANT hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LEASE PREMISES.

C. Damage/Spillage

1. In the event of spillage, leakage, or escape ("release") of any hazardous substances for any reason, TENANT shall immediately notify DISTRICT at (626) 675-4357 or (800) 675 - HELP, and make necessary repairs and erect necessary restraints and impoundments to prevent discharge into any property, channel, ocean drainage system or underground reservoirs. TENANT shall also promptly remove any and all

hazardous substances that may have leaked, spilled or escaped and restore the LEASE PREMISES and all other affected properties and/or facilities to their former condition or equivalent to the DISTRICT's satisfaction.

2. TENANT further agrees that no pollutants or water carried pollutants may be used to pressure test a pipeline, or to be discharged into DISTRICT's property, channel, underground reservoir, drainage system or the ocean unless the TENANT receives written approval by DISTRICT. In the event such pollutants are inadvertently discharged into any such system, TENANT shall immediately notify DISTRICT by telephone and take the appropriate action to prevent further such discharge.

3. In addition to removing any hazardous substances, TENANT shall be liable for and reimburse DISTRICT for any and all costs and expenses that DISTRICT may incur or suffer by reason of the escape of such substances from TENANT'S improvement(s). Such responsibility shall include costs or expenses as DISTRICT may incur by reason of Federal, State, DISTRICT, local or other authoritative agency's laws and regulations.

D. Notice

TENANT agrees to immediately notify DISTRICT when hazardous substances have been released on the LEASE PREMISES.

E. Indemnity

TENANT agrees to indemnify, defend and save harmless DISTRICT, from and against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of hazardous substances on the LEASE PREMISES which is caused by TENANT's or TENANT's invitees' use of the property or TENANT's subTENANTs negligence.

F. Default

The presence or release of hazardous substances on the LEASE PREMISES by TENANT or TENANT's subTENANTs or through the fault of one of them, shall constitute an event of default.

G. Survival

The provisions, warranties and representations set forth in this Section shall survive the termination of this Lease without limiting the survival of any other provisions of this Lease.

24. ESTOPPEL CERTIFICATES

DISTRICT and TENANT shall, respectively, at any time upon not less than ten (10) days' prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying (1) that this Lease is unmodified and in full force and effect (or if there have been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications), (2) that to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof), and (3) the date to which rent and other charges have been paid in advance, if any. Each certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or transferee of the LEASE PREMISES or of DISTRICT's or TENANT's interest, hereunder or by any fee or leasehold mortgagee of the LEASE PREMISES or of DISTRICT's or TENANT's interest hereunder or by any assignee of any such mortgage. The charge for an estoppel certificate shall be TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500). DISTRICT reserves the right to increase the charge for an estoppel certificate based on its current policies at the time of the assignment.

25. JOINDER IN INSTRUMENTS: LOT SPLIT, ZONING

Upon request of the other, DISTRICT at its discretion and TENANT shall promptly join in any instruments of conveyance, dedication, grant of easement or license, or other instrument as shall be reasonably necessary or convenient to provide public utility service and/or public roadway access to the LEASE PREMISES or any portion or portions thereof or to obtain proper zoning, lot splits, etc., covering the LEASE PREMISES. DISTRICT shall not be required to incur any cost or expense by virtue of the provisions of this Section.

26. EXCUSABLE DELAYS

If either party is delayed, prevented or hindered from the performance of any covenant or condition of this Lease because of acts of the other party, acts of God, action of the elements, war, invasion, insurrection, acts of a public enemy, riot, mob, violence, civil commotion, sabotage, labor disputes, inability to procure or general shortage of labor, materials, facilities, equipment or supplies on the open market, failure of or delay in transportation, laws, rules, regulations or any other cause beyond the reasonable control of the party so obligated, whether similar or dissimilar to the foregoing, financial inability excepted, such performance shall be excused for the period of the delay (and the period for such performance shall be extended for a period

equivalent to the period of such delay). Nothing herein, however, shall excuse TENANT from its legal obligation to pay rent hereunder.

27. NON-DISCRIMINATION

A. Use of LEASE PREMISES

TENANT doing business with any person, club, business, contractor or organization involved on the LEASE PREMISES, agrees that in the use of the LEASE PREMISES, persons shall not be denied or selected because of race, ancestry, religion, national origin or sex, and shall be in compliance with all Federal and State laws prohibiting discrimination including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

B. Employees

TENANT agrees that all persons employed thereby shall be treated equally without regard to or because of race, ancestry, religion, national origin or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

C. Sub-Contractors

TENANT agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, ancestry, religion, national origin or sex.

D. Records

All employment and rental records shall be open for inspection and reinspection at any reasonable time during the term of this Lease for the purpose of verifying the practice on non-discrimination by TENANT in the areas heretofore described.

E. Breach

The breach of the promises of non-discrimination shall constitute an event of default.

28. QUIET ENJOYMENT

DISTRICT covenants that TENANT upon timely and properly performing its obligations herein shall have the quiet and undisturbed possession of the LEASE PREMISES by DISTRICT throughout the term of this Lease.

29. COUNTY LOBBYIST

TENANT shall be familiar with and adhere to Los Angeles County Code Section 2.160.010, County Lobbyist. Each County Lobbyist as defined by Los Angeles County Code Section 2.160.010, retained by TENANT and/or TENANT's representative or agent shall fully comply with provisions set forth therein. Failure on the part of TENANT or TENANT's representative or agent to fully comply with said County Code shall constitute a material breach of this Lease upon which the DISTRICT may immediately suspend or terminate this Lease.

30. MISCELLANEOUS

A. Payments and Notices

Any notice to be given or other document to be delivered by either party to the other hereunder may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed to the party for whom intended as follows:

To DISTRICT: Los Angeles County Flood Control District
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA91802-1460
Attention: Mapping & Property Management Division

To TENANT: Robert Sontag and Marian Sontag as Trustees for The Sontage Family Trust of 1987
P.O. Box 1690
San Juan Capistrano, CA 92693-1690

Either party hereto may by written notice to the other party designate a different address which shall be substituted for the one above specified, except that TENANT shall always provide a California address. If any notice or other document is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after the mailing therefore as above provided.

B. Attorney's Fees

The prevailing party in any action to enforce this Lease shall be entitled to reasonable attorney's fees and costs for any breach and any arbitration, excepting arbitration pertaining to rent.

C. Waiver

No waiver by either party of any breach by the other party of any term, covenant or condition of this Lease shall be deemed a waiver of any other breach of the same or

any other term, covenant or condition of the Lease, and the payment or acceptance of rent hereunder shall not be deemed a waiver of any breach of any tern, covenant or condition of this Lease.

D. Holding Over

If TENANT shall hold over the LEASE PREMISES after the expiration of the terms hereof with the consent of DISTRICT, either expressed or implied, such holding over shall be construed to be a month-to-month tenancy only, subject to all the covenants, conditions and obligations hereof, and TENANT hereby agrees to pay in accordance to DISTRICT the rental at a rate equal to double the sum of the annual rent paid by TENANT during the last year of tenancy, prorated on a monthly basis provided, however, that nothing herein contained shall be construed to give TENANT any rights to so hold over and to continue in possession of the LEASE PREMISES after the expiration of the terms hereof.

DISTRICT shall waive collecting double the sum of annual rent as stated above should DISTRICT be the cause of a delay in a Lease renewal.

E. Lease Binding Upon Successors and Assigns

Subject to the limitations on assignment, each of the terms, covenants and conditions of this Lease extend to, bind on and inure to the benefit of not only DISTRICT and TENANT, but each of their successors and assigns. Whenever reference is made to either DISTRICT or TENANT in this Lease, the reference shall be deemed to include, wherever applicable, the successors and assigns of such parties the same as if in every case expressed.

F. Covenants

All provisions, of this Lease, whether covenants or conditions, on the part of TENANT or DISTRICT, shall be deemed to be both covenants and conditions.

G. Negation of Partnership

Nothing in this Lease shall be construed to render DISTRICT in any way or for any purpose a partner, joint venturer, or associate in any relationship with TENANT other than that of DISTRICT and TENANT, nor shall this Lease be construed to authorize either to act as agent for the other except as expressly provided in this Lease.

H. Quitclaim

At the expiration or earlier termination of this Lease, TENANT shall execute, acknowledge and deliver to DISTRICT within ten (10) days after written demand from

DISTRICT to TENANT, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the title of the real property subject to this Lease.

I. Number and inclusion, Joint and Several

Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association. If there is more than one TENANT, the obligations imposed under this Lease upon TENANT shall be joint and several.

J. Headings and Titles

The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

K. Compliance with Governmental Regulations

TENANT shall, at its own cost and expense, promptly and properly observe, comply with and execute, including the making of any alteration, addition or change to the LEASE PREMISES, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including but not limited to state, municipal, county and federal governments and their departments, bureaus, boards and officials), arising from the use or occupancy of, or applicable to, the LEASE PREMISES, or the franchises, or privileges appurtenant to or connected with the enjoyment of the LEASE PREMISES. TENANT shall have the right to contest or review, by legal procedure or in such other manner as TENANT may deem suitable, at its own expense, any such order, regulation, direction, rule, law, ordinance or requirement and if able, may have the same canceled, removed, revoked or modified, provided that DISTRICT is not subjected to a criminal prosecution and that DISTRICT's title to the LEASE PREMISES is not subject to forfeiture, and TENANT hereby agrees to indemnify, defend and hold DISTRICT harmless from and against any civil liability as a result of any such contest of review. Any such proceedings shall be conducted promptly and shall include, if TENANT so decides, appropriate appeals. Whenever requirements become absolute after a contest, TENANT shall diligently comply with the same or so much thereof as shall have been judicially sustained.

L. Acknowledgment of Ineligibility for Relocation Assistance

TENANT expressly acknowledges that TENANT is a post-acquisition TENANT, and termination by reasons of an exercise of the rights herein reserved to DISTRICT, breach of the Lease terms by TENANT, expiration of the term hereof, or termination for any other reason shall not entitle TENANT to a claim of status as a "displaced persons" as such is defined in Section 7260(b)(c)(d) of the Government Code of the

State of California. TENANT hereby disclaims such status and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7277, as it exists or as it may be amended.

M. Storage of Materials

TENANT shall not use the LEASE PREMISES for the temporary or permanent storage of excavated materials, rock, sand, cement, or other material or any equipment except as specifically approved in writing from DISTRICT.

N. Entire Lease

This Lease contains the entire Lease of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid, unless in writing and properly executed by both parties.

O. Time of Essence

Time is of essence with respect to obligations to be performed under this lease.

P. Claims and protest

During reasonable hours, DISTRICT, its agents or employees shall have the right, but not the obligation, to enter upon and inspect the Premises and operations and to make written Demand to Perform upon TENANT to perform its obligations under this Lease. Such Demand shall specify the obligations to be performed. TENANT shall immediately perform its obligations placed upon TENANT by DISTRICT. If TENANT disputes such Demand within thirty (30) days after any such Demand is given, TENANT shall file a written Protest of Demand with DISTRICT stating clearly and in detail its objections and reasons.

If TENANT does not file such protest within thirty (30) days, TENANT shall be deemed to have waived and does hereby waive all claims for damages and adjustments against DISTRICT arising out of the Demand.

Q. Monetary Obligations as Rent

All monetary obligations owed by TENANT to DISTRICT shall be deemed to be Rent.

R. Savings Clause

If any provision or provisions of this Lease are for any reason adjudged to be unenforceable or invalid, it is the specific intent of the parties that the remainder shall subsist, be, and remain in full force and effect.

S. Protection of the Premises

TENANT shall maintain its facilities in such a manner as to protect DISTRICT's property from damage, injury, loss or liability.

T. Authority to Enter Lease

TENANT and DISTRICT individually and severally attest that they are duly authorized to execute this Lease.

U. Recordation of Lease

This Lease or a Memorandum of Lease shall be properly acknowledged by the parties in recordable form and shall be recorded by DISTRICT. As a condition precedent to allowing the recordation, the costs of all documentary transfer taxes computed on the full value of property conveyed, by the office of the Registrar-Recorder of Los Angeles County, California, of this Lease shall be paid by TENANT.

V. Warranties

1. No Warranty of Title

DISTRICT makes no warranties as to whether the LEASE PREMISES delivered to TENANT are free and clear of any claims, obligations, mortgages, tax assessments, liens and encumbrances. TENANT may, at its sole cost and expense, procure a policy of title insurance.

2. No Warranty of Soil

DISTRICT makes no covenants or warranties with respect to the condition of the soil, subsoil or any other condition of the LEASE PREMISES either as existing, or as may be discovered by specific tests within the LEASE PREMISES.

3. No Warranty of Use

DISTRICT makes no representations or covenants or warranties with respect to TENANT'S proposed or actual use of the LEASE PREMISES or improvements thereon.

W. Memorandum of Lease

Upon full execution and delivery of this Lease, DISTRICT and TENANT shall cause a memorandum of this Lease to be recorded against the Lease of Premises substantially in the form attached hereto.

ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the Lease to be subscribed by the Chairman 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 TENANT has hereunto subscribed their names, the day and year first above written.

DISTRICT

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: _____
Chairman, Board of Supervisors of the
Los Angeles County Flood Control District

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

TENANT

ROBERT SONTAG AND MARIAN
SONTAG AS TRUSTEES FOR THE
SONTAG FAMILY TRUST OF 1987
P.O. Box 1690
San Juan Capistrano, CA 92693-1690

By: Robert Sontag, Trustee
Robert Sontag, Trustee

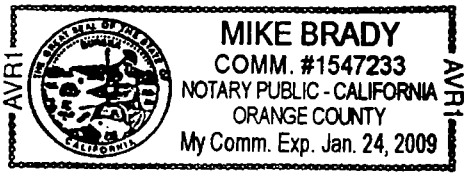
By: Marian Sontag, Trustee
Marian Sontag, Trustee

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

On September 22, 2006, before me, Mike Brady, Notary Public,
(Insert Name of Notary Public and Title)
the undersigned, personally appeared Robert & Marian Sontag
(Insert Name and Title)

~~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.



Mike Brady
Signature

Mike Brady
(Name, Typed or Printed)

(Seal)

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

On _____, before me, _____,
(Insert Name of Notary Public and Title)
the undersigned, personally appeared _____
(Insert Name and Title)

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.

_____
Signature

_____
(Name, Typed or Printed)

(Seal)

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 that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's 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.

SACHI A. HAMAI, 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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

ROBERT SONTAG AND MARIAN SONTAG
AS TRUSTEES FOR THE SONTAG
FAMILY TRUST OF 1987
P.O. Box 1690
San Juan Capistrano, CA 92693-1690

Document is exempt from recording fees pursuant to
Los Angeles County Code 4.60.120

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of between the Los Angeles Flood Control District, a body Corporate and politic (DISTRICT) and Robert Sontag and Marian Sontag as Trustees for the Sontag Family Trust of 1987 (TENANT).

1. DISTRICT has leased to TENANT and TENANT has hired from DISTRICT all of that certain land located in the City of Los Angeles, County of Los Angeles, State of California, as more particularly described in Exhibit A and A-1 attached hereto (the Land), together with all improvements now or hereafter located on the Land, pursuant to the terms of that certain unrecorded Lease dated Sept 22, 2006, (the Lease).

2. The initial term of the Lease (the Initial Term) commenced on the _____ (as defined in the Lease) and shall expire on the last day prior to the twentieth (20th) anniversary thereof, unless sooner terminated or extended.

3. The rentals to be paid by TENANT and all of the rights and obligations of the parties with respect to the above described property are set forth in the Lease.

4. The Anniversary Date, as defined in the Lease is September 1.

5. This instrument is a Memorandum of the Lease and is solely for recording purposes and shall not be construed to alter, modify or supplement the Lease.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto the day and year first above written.

DISTRICT

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

By: _____

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

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

TENANT

ROBERT SONTAG AND MARIAN
SONTAG AS TRUSTEES FOR THE
SONTAG FAMILY TRUST OF 1987
P.O. Box 1690
San Juan Capistrano, CA 92693-1690

By: Robert Sontag, Trustee
Robert Sontag, Trustee

By: Marian Sontag, Trustee
Marian Sontag, Trustee

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

On September 22, 2006, before me, Mike Brady, Notary Public,
(Insert Name of Notary Public and Title)

the undersigned, personally appeared Robert & Marian Sentag
(Insert Name and Title)

~~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.

Mike Brady
Signature

Mike Brady
(Name, Typed or Printed)

MIKE BRADY
COMM. #1547233
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Exp. Jan. 24, 2009
AVR1 AVR1

(Seal)

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

On _____, before me, _____,
(Insert Name of Notary Public and Title)

the undersigned, personally appeared _____
(Insert Name and Title)

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.

_____
Signature

_____
(Name, Typed or Printed)

(Seal)

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 that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's 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.

SACHI A. HAMAI, 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

EXHIBIT A

TUJUNGA WASH

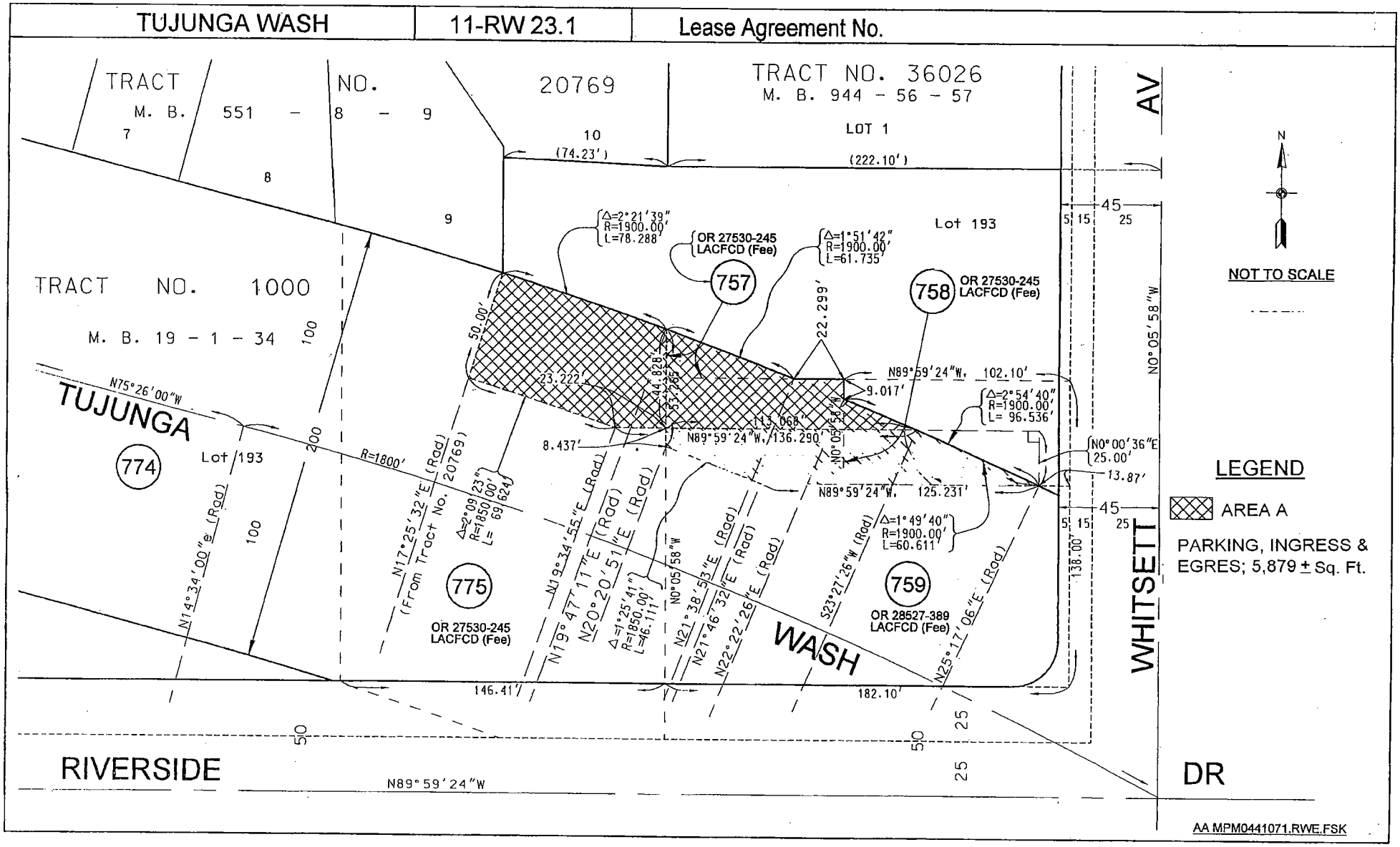


EXHIBIT A-1

TUJUNGA WASH
LEASE AGREEMENT NO.

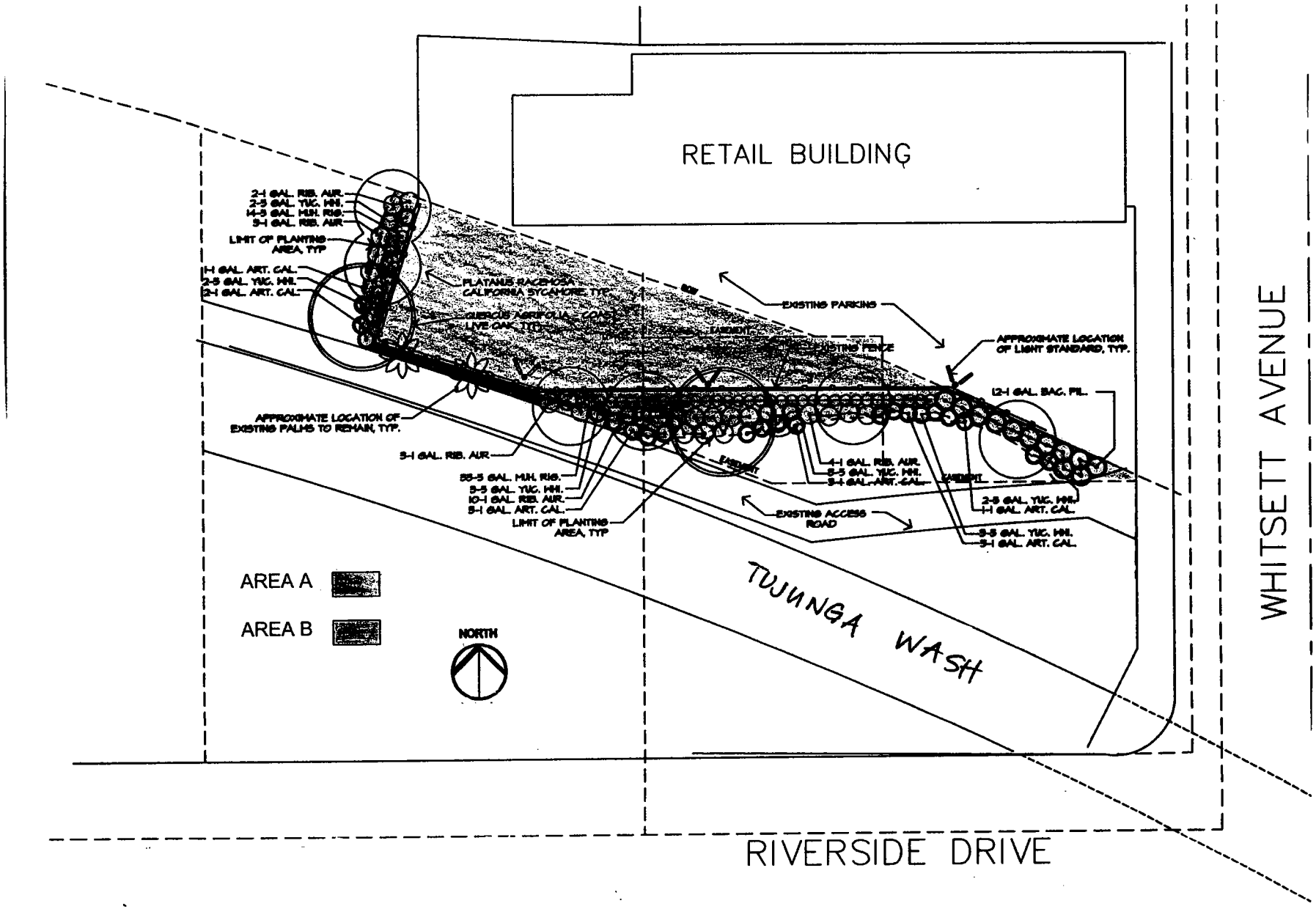
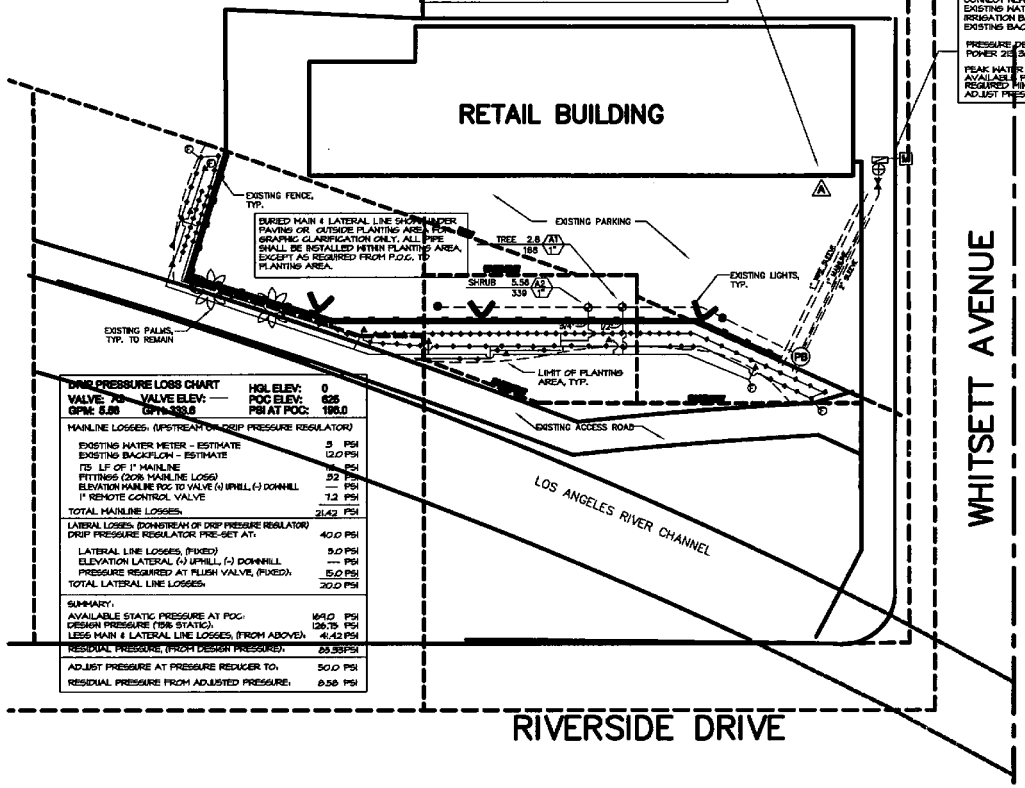


EXHIBIT B

POINT OF CONNECTION - CONTROLLER:
LOCATE CONTROLLER WHERE INDICATED ON PLANS OR AS DIRECTED BY OWNER, OR USE EXISTING CONTROLLER IF AVAILABLE.
120 VOLT AC TO CONTROLLER LOCATION SHALL BE PROVIDED BY OTHERS. HOOK-UP OF CONTROLLER TO 120 VOLT AC SHALL BE PERFORMED BY THE LANDSCAPE CONTRACTOR.



DRIP PRESSURE LOSS CHART
VALVE: 73 VALVE ELEV: — HGL ELEV: 0
GPM: 5.58 GPM: 339.6 POC ELEV: 625
PSI AT POC: 190.0

MAINLINE LOSSES: (UPSTREAM OF DRIP PRESSURE REGULATOR)	
EXISTING WATER METER - ESTIMATE	5 PSI
EXISTING BACKFLOW - ESTIMATE	12.0 PSI
115 LF OF 1" MAINLINE	— PSI
FITTINGS (20% MAINLINE LOSS)	3.2 PSI
ELEVATION MAINLINE POC TO VALVE (+) UPHILL, (-) DOWNHILL	— PSI
1" REMOTE CONTROL VALVE	7.2 PSI
TOTAL MAINLINE LOSSES:	21.42 PSI
LATERAL LOSSES: (DOWNSTREAM OF DRIP PRESSURE REGULATOR)	
DRIP PRESSURE REGULATOR PRE-SET AT:	40.0 PSI
LATERAL LINE LOSSES, (FIXED)	5.0 PSI
ELEVATION LATERAL (+) UPHILL, (-) DOWNHILL	— PSI
PRESSURE REQUIRED AT FLUSH VALVE, (FIXED):	15.0 PSI
TOTAL LATERAL LINE LOSSES:	20.0 PSI
SUMMARY:	
AVAILABLE STATIC PRESSURE AT POC:	190.0 PSI
DESIGN PRESSURE (75% STATIC):	126.75 PSI
LESS MAIN & LATERAL LINE LOSSES, (FROM ABOVE):	41.42 PSI
RESIDUAL PRESSURE, (FROM DESIGN PRESSURE):	85.33 PSI
ADJUST PRESSURE AT PRESSURE REDUCER TO:	50.0 PSI
RESIDUAL PRESSURE FROM ADJUSTED PRESSURE:	8.58 PSI

CALL DIG ALERT PRIOR TO CONSTRUCTION 1-800-227-2600

POINT OF CONNECTION - WATER:
CONNECT NEW MAINLINE TO EXISTING MAINLINE DOWNSTREAM OF EXISTING WATER METER. IF FACILITY HAS AN EXISTING IRRIGATION BACKFLOW CONNECT NEW MAINLINE DOWNSTREAM OF EXISTING BACKFLOW.
PRESSURE DERIVED FROM L.A. COUNTY DEPARTMENT OF WATER & POWER 213 367 1242.

PEAK WATER DEMAND:	5.58 GPM
AVAILABLE PRESSURE:	190.0 PSI
REQUIRED MINIMUM PRESSURE:	41.42 PSI
ADJUST PRESSURE REGULATOR TO:	50.0 PSI

IRRIGATION LEGEND:

SYMBOL	PRODUCT	MODEL	DESCRIPTION	DETAIL
M	—	—	EXISTING WATER METER PROVIDED BY OWNER	—
	FEBCO	825Y	1" REDUCED PRESSURE BACKFLOW ASSEMBLY WITH NYE FILTER & PRESSURE REGULATOR. PROVIDE WITH VANDAL-PROOF ENCLOSURE.	V L-2
	WILKINS	500	PRESSURE REDUCING VALVE WITH UNION	V L-2
	NIBCO	CLASS 300	BRONZE OR BRASS 1" GATE VALVE	A/ L-2
PB	CARSON	—	10" ROUND PLASTIC CONTROL AND COMMON WIRE PULL BOX. COIL MINIMUM 24" OF WIRE WITHIN BOX.	—
	RAINBIRD	33DLRC	QUICK COUPLING VALVE WITH YELLOW RUBBER LOCKING CAP - 3/4"	G / L-2
	RAINBIRD	ESP-4	RAINBIRD ESP-4, 4 STATION CONTROLLER. INSTALL WITHIN WALL-MOUNTED ENCLOSURE SB-1656, BY STRONG BOX. CONTRACTOR TO CONNECT TO EXISTING 120 VOLT A.C. ACCORDING TO LOCAL CODES.	H / L-2
1"			BURIED PRESSURE MAINLINE PIPING - SCHEDULE 40 - 1 INCH	B / L-2
1/2"			BURIED NON-PRESSURE LATERAL LINE PIPING - PVC SCHEDULE 40SS 315 FOR 1/2") SIZE PER PLAN.	B / L-2
2"			PIPE SLEEVE FOR IRRIGATION PIPING INSTALLED UNDER PAVING - PVC SCHEDULE 80 SIZE NOTED ON PLAN.	B / L-2
1"			CONTROL WIRE SLEEVE INSTALLED UNDER PAVING BY IRRIGATION CONTRACTOR. PVC SCHEDULE 80 - SIZE AS DENOTED ON PLAN.	B / L-2

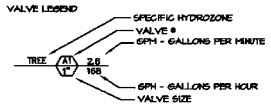
DRIP IRRIGATION LEGEND:

SYMBOL	PRODUCT	MODEL	DESCRIPTION	DETAIL
	RAINBIRD	XCZ-100-COM	FOR DRIP VALVE CIRCUITS WITH A FLOW RATE OF 14 GPM, (840 GPH) OR LESS. CONTROL ZONE KIT WITH BALL VALVE, INLINE NYE FILTER, 1" VALVE AND INLINE PRESSURE REGULATOR.	F / L-2
	SPEARS OR #2622 EQUIVALENT		PVC BALL VALVE FOR SYSTEM FLUSH VALVE WITH 48" FLUSH HOSE EXTENSION LINE SIZE	E / L-2
	SALCO	PVC-1H-050-24 & PCGT	SYMBOL REPRESENTS 1 - 5 OR 1 GPH PCGT BUBBLER EMITTER FOR SHRUBS. INSTALL ADJACENT TO INSIDE EDGE OF SHRUB PLANT PIT ON SALCO PVC-1H-050-18 MIN, 18-INCH OR LONGER, FLEX HOSE ACCORDING TO THE FOLLOWING CHART BELOW.	C4D / L-2
	SALCO	PVC-1H-050-24 & PCB-15	SYMBOL REPRESENTS 3 - 4 GPH PCB-15 BUBBLER EMITTERS FOR TREES. INSTALL ADJACENT TO INSIDE EDGE OF TREE PLANT PIT ON SALCO PVC-1H-050-18 MIN FLEX HOSE, 18" OR LONGER, ACCORDING TO THE FOLLOWING CHART BELOW.	C4D / L-2

SHRUBS	QUANTITY	EMITTER	GPH
BACCHARIS PILULARIS	1	PCGT-05	.05
ARTEMESIA CALIFORNICA	1	PCGT-05	.05
TUCCA WHIPPLEI	1	PCGT-05	.05
MUHLENBERGIA RIGENS	1	PCGT-2	2
RIBES AUREUM	1	PCGT-2	2
VITIS GIRDIANA	1	PCGT-2	2

TREES			
PLATANUS RACEMOSA	3	PCB-15	4
QUERCUS AGRIFOLIA	3	PCB-15	4

VALVE LEGEND



SCALE: 1"=20'

SEE L-2 FOR IRRIGATION DETAILS

IRRIGATION LEGEND

1. TRENCHING OPTION: CONTRACTOR HAS AS AN OPTION TO INSTALL LATERAL IRRIGATION LINES UTILIZING A TRENCHLESS TECHNIQUE (PULLED IN) WHERE POSSIBLE.
2. PLANS DERIVED FROM EXISTING ASSESSOR'S MAP. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AND SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
3. CONTRACTOR TO VERIFY LOCATIONS OF ALL EXISTING TREES AND OTHER PLANTS IN THE AREAS OF WORK PRIOR TO START OF CONSTRUCTION.
4. CONTRACTOR TO CLEAR ALL SHRUBS & WEEDS FROM PLANTING AREA, PROTECT IN PLACE TREES AS INDICATED ON PLAN.
5. INSTALL PVC SCHEDULE 80 CONDUIT UNDER EXISTING PAVING WHEREVER NECESSARY TO "RUN" CONTROL WIRES. INSTALL CONTROL WIRES A MINIMUM 24" BELOW FINISH GRADE AND 36" UNDER VEHICULAR ROADWAY.
6. ALL VERTICAL CHANGES IN MAINLINE PIPE DIRECTION SHALL BE DONE WITH THE USE OF 45 DEGREE ELBOWS.
7. CONTRACTOR SHALL FIELD VERIFY WATER METER EXACT LOCATION AND NOTIFY THE DEPARTMENT OF ANY DISCREPANCIES.
8. REPAIR ALL EXISTING MATERIALS DAMAGED OR EXPOSED BY NEW IRRIGATION INSTALLATION WORK OR BY ANY OTHER CONSTRUCTION WORK. MATCH EXISTING ADJACENT GRADES WITHOUT ABRUPT CHANGES.
9. ALL QUICK COUPLING VALVES SHALL BE INSTALLED IN LOCK LID VALVE BOXES. MARK ALL BOXES G.C.V. WITH EPOXY PAINT.
10. CONTRACTOR SHALL MAKE ALL NECESSARY ADJUSTMENTS TO ENSURE ALL COMPONENTS OF THE IRRIGATION SYSTEM PERFORM PROPERLY DURING CONSTRUCTION AND MAINTENANCE PERIODS.
11. CONTRACTOR SHALL PROVIDE AND PAY FOR BACKFLOW DEVICE INSPECTION. INSPECTION TO BE PERFORMED BY AN INSPECTOR CERTIFIED BY LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES (LACDHS). THE INSPECTION CERTIFICATION SHALL BE COMPLETED AND SUBMITTED TO THE WATER PURVEYOR, AND A COPY SHALL BE SUBMITTED TO THE ENGINEER AND LACDHS.
12. CONTRACTOR SHALL VERIFY THE FIELD CONDITIONS AND INSTALL ADDITIONAL IN-LINE CHECK VALVES WHEREVER NECESSARY TO PREVENT LOW-HEAD DRAINAGE.
13. INSTALL X-OVER SLEEVES (CLASS 315 PVC UNLESS NOTED OTHERWISE), UNDER PAVEMENTS WHERE SHOWN ON PLANS. ALL SLEEVES SHALL EXTEND 5" INTO PLANTING AREAS AT BOTH ENDS.
14. SAWCUT EXISTING PAVING WHERE NECESSARY TO INSTALL PIPING AND SLEEVE UNDER PAVING. BACKFILL PER DETAIL B, L-2 AND REPLACE ASPHALT MEET & MATCH EXISTING MATERIALS, TEXTURE, & FINISH.
15. IF IRRIGATION CONTROLLER IS UNAVAILABLE, CONTRACTOR TO PROVIDE & INSTALL 4-STATION AUTOMATIC IRRIGATION CONTROLLER WHERE INDICATED ON PLAN OR AS DIRECTED BY OWNER OR OWNER'S REPRESENTATIVE. EXTERIOR CONTROLLER TO BE INSTALLED WITHIN "STRONG BOX" OR EQUIVALENT, VANDAL RESISTANT, STAINLESS STEEL ENCLOSURE. PROVIDE ALL 120 VOLT A.C. ELECTRICAL CONNECTIONS ACCORDING TO GOVERNING BUILDING CODES.
16. IRRIGATION PLAN IS DIAGRAMATIC. ALL PIPE, SLEEVE, VALVE BOXES SHALL BE INSTALLED WITHIN PLANTING AREAS AVOIDING ALL EXISTING OBSTRUCTIONS.
17. INSTALL FLUSH VALVES AT LOWEST POINT ON EACH SYSTEM & THROUGHLY FLUSH MAIN, LATERAL, & FLEX PIPE.
18. CALL DIG ALERT PRIOR TO CONSTRUCTION 800 227-2600.
19. PROVIDE 60 DAY MAINTENANCE OF PLANTING & IRRIGATION.

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
DESIGN & REVIEW SECTION
900 S. FREMONT AVE.
ALHAMBRA, CA 91803

APPROVED UNDER DEPARTMENT
BY — DATE
REVIEWED:
BY ASSISTANT DEPUTY DIRECTOR DATE
REVIEWED:
BY PRINCIPAL ENGINEER DATE
REVIEWED:
BY PROJECT MANAGER DATE

REGISTERED LANDSCAPE ARCHITECT
STEVEN P. PERRY
No. 3067
STATE OF CALIFORNIA
PROJECT ARCHITECT/ENGINEER DATE

PROJECT TITLE
TUJUNGA WASH
CONCEPT PLAN
WHITSETT & RIVERSIDE DRIVES

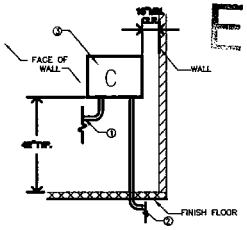
SHEET INDEX
IRRIGATION PLAN

REVISIONS
1
2
3

DRAWN	DATE
DJP	07/08/05
JOB CAPTAIN	SPEC. NO.
MJ	
CHECKED	CAPITAL PROJECT
MJ	

SHEET NUMBER
L-1

EXHIBIT B

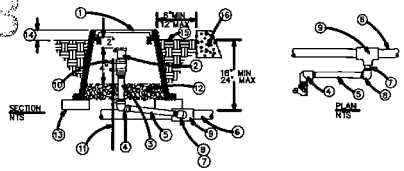


① ELECTRICAL P.O.C. TO ELECTRICAL PANEL.

② 3" DIA. SWEEP ELL FOR CONTROL AND NEUTRAL WIRES PROVIDED AND INSTALLED BY CONTRACTOR. (TYP.)

③ WALL MOUNT CONTROLLER UNIT. REFER TO IRRIGATION LEGEND.

H CONTROLLER INSTALLATON — SCALE: NTS



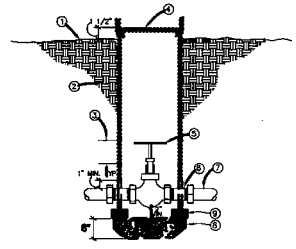
LEGEND:

① RECTANGULAR VALVE BOX – IDENTIFY LETTERS "QCV" ON COVER.
② QUICK COUPLING VALVE.
③ SCHEDULE 80 PVC – LENGTH AS REQUIRED.
④ SCHEDULE 40 PVC STREET ELBOW.
⑤ SCHEDULE 80 PVC NIPPLE – 6" MINIMUM, 12" MAXIMUM LENGTH.
⑥ PVC MAINLINE PIPING.
⑦ PVC SCHEDULE 80 T.O.E. (THREADED ONE END NIPPLE – 2" LENGTH).
⑧ SCHEDULE 40 PVC THREADED ELBOW.
⑨ PVC SCHEDULE 40 SLIP TEE.
⑩ STAINLESS STEEL COMPRESSION CLAMP (2 REQUIRED).
⑪ 1/2 " x 24" MINIMUM LENGTH #4 REBAR STAKE. SECURE AT QUICK COUPLER BODY ONLY.
⑫ 3/4" CRUSHED ROCK – 8" DEEP.
⑬ COMMON RED BRICK, ONE AT EACH CORNER (4 REQUIRED) TYP.
⑭ SET BOX 1-1/2" ABOVE FINISH GRADE IN PLANTING AREAS.
⑮ FINISH GRADE.
⑯ CURB, WALK OR OTHER HARDSCAPE FEATURE.

NOTE:

1. TOP OF VALVE BOX TO BE SET LEVEL WITH TOP OF CURB OR SIDEWALK.

G QUICK COUPLER INSTALLATION — SCALE: NTS



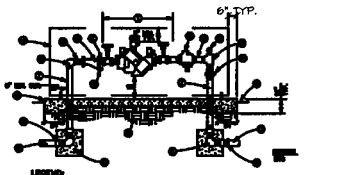
LEGEND:

① FINISH GRADE
② COMPACTED SUBGRADE
③ BREAK-OFF GROVES 3 PLACES – 4" TYP.
④ VALVE BOX WITH LOCKING LID
⑤ GATE VALVE W/ HANDWHEEL LINE SIZE – SEE SPECIFICATIONS
⑥ SCH. 80 P.V.C. NIPPLES, TYP.
⑦ PRESSURE MAINLINE SUPPLY LINE @ 30" DEEP, OR UNDER ROADWAYS, 36" DEEP
⑧ 3/4" CRUSHED ROCK 8" DEPTH
⑨ COMMON RED BRICK, ONE AT EACH CORNER (4 REQUIRED) TYP.

NOTES:

FOR 2 1/2 " LARGER GATE VALVE, USE CAST IRON FLANGE ADAPTOR BETWEEN G.V.& P.V.C. SUPPLY.

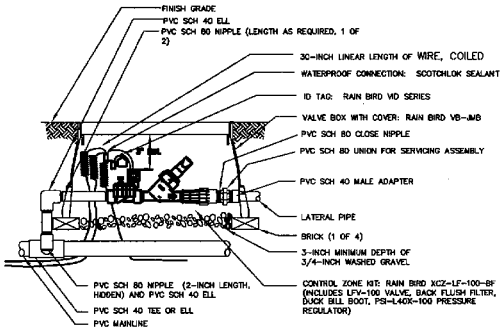
A GATE VALVE — SCALE: NTS



LEGEND:

NOTES:

I R. P. BACKFLOW — SCALE: NTS



NOTES:

A. TOP OF BOX: 2" ABOVE GRADE ADJACENT TO GROUNDCOVER OR SHRUB AREA.

B. CLOSE NIPPLES SHALL NOT BE USED.

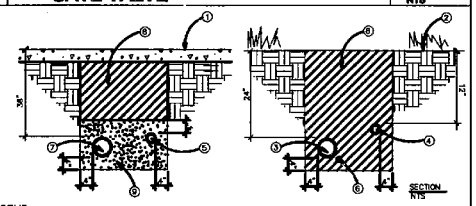
C. PROVIDE 2' EXPANSION LOOP AT EACH WIRE CONNECTION IN VALVE BOX AND CONTROL WIRES.

D. ALL PIPE FITTINGS SHALL BE PVC SCH 80 UNLESS OTHERWISE SPECIFIED.

E. CHRUSHED ROCK SHALL COVER VALVE BOX PIPE OPENINGS TO PREVENT SOIL ENTRY.

F. INSTALL GALVENIZED WOVEN MESH (1/4" SIEVE SIZE) BETWEEN RCV BOX AND CRUSHED ROCK. WRAP FABRIC UP SIDE OF BOX (3" MIN.).

F REMOTE CONTROL VALVE - DRIP — SCALE: NTS



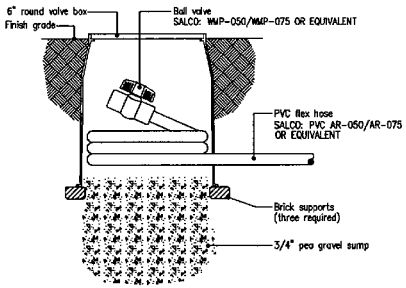
LEGEND:

① PAVING – MEET & MATCH MATERIALS, THICKNESS, & TEXTURE.
② FINISH GRADE
③ MAIN LINE
④ LATERAL LINE
⑤ CONTROL WIRES OR COMMUNICATION CABLE IN CONDUIT
⑥ CONTROL WIRES OR COMMUNICATION CABLE
⑦ SLEEVE FOR MAINLINE AND/OR LATERAL LINE
⑧ FINE GRANULAR BACKFILL (1/2" MAX. DIA.)
⑨ SAND BACKFILL AROUND PIPE

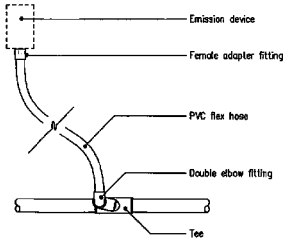
NOTES:

1. TAPE AND BUNDLE 24 V. WIRES @ 10' INTERVALS.
2. MINIMUM DEPTH OF 24 V. WIRING SHALL BE 24" BELOW GRADE.
3. TRENCHES TO BE WIDE ENOUGH TO ALLOW 4" MIN. CLEARANCE BETWEEN PARALLEL PIPES.
4. SNAKE PLASTIC PIPES FROM SIDE TO SIDE WITHIN TRENCH TO ALLOW FOR MOVEMENT.
5. TIE A 20" LOOP IN ALL WIRING AT CHANGES OF DIRECTION. UNTIE PRIOR TO BACKFILLING TRENCHES.

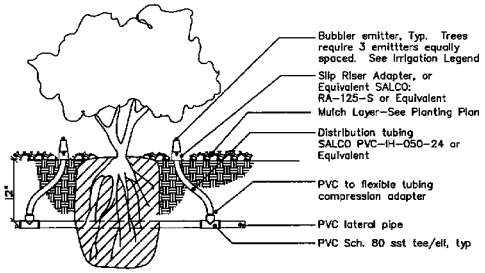
B TYPICAL TRENCHING — SCALE: NTS



E FLUSH VALVE — SCALE: NTS



D FLEX PIPE ASSEMBLY — SCALE: NTS



C FLEX PIPE & EMITTER - INSTALLATION — SCALE: NTS

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

PUBLIC WORKS

ARCHITECTURAL ENGINEERING DIVISION
DESIGN & REVIEW SECTION
900 S. FREMONT AVE.
ALHAMBRA, CA 91803

APPROVED: USCE DEPARTMENT
BY ____ DATE
REVIEWED:
BY ASSISTANT DEPUTY DIRECTOR DATE
REVIEWED:
BY PRINCIPAL ENGINEER DATE
REVIEWED:
BY PROJECT MANAGER DATE

PROJECT ARCHITECT/ENGINEER DATE

PROJECT TITLE

TUJUNGA WASH
CONCEPT PLAN
WHITSETT & RIVERSIDE DRIVES

SHEET INDEX

IRRIGATION DETAILS

REVISIONS
1
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DRAWN	DATE
DJP	07/09/05
JOB CAPTAIN	SPEC. NO.
MJ	
CHECKED	CAPITAL PROJECT
MJ	

SHEET NUMBER

L-2

ALL REFERENCED TITLES THOSE SHOWN LINE ARE CONSIDERED LEGAL AND GENERAL

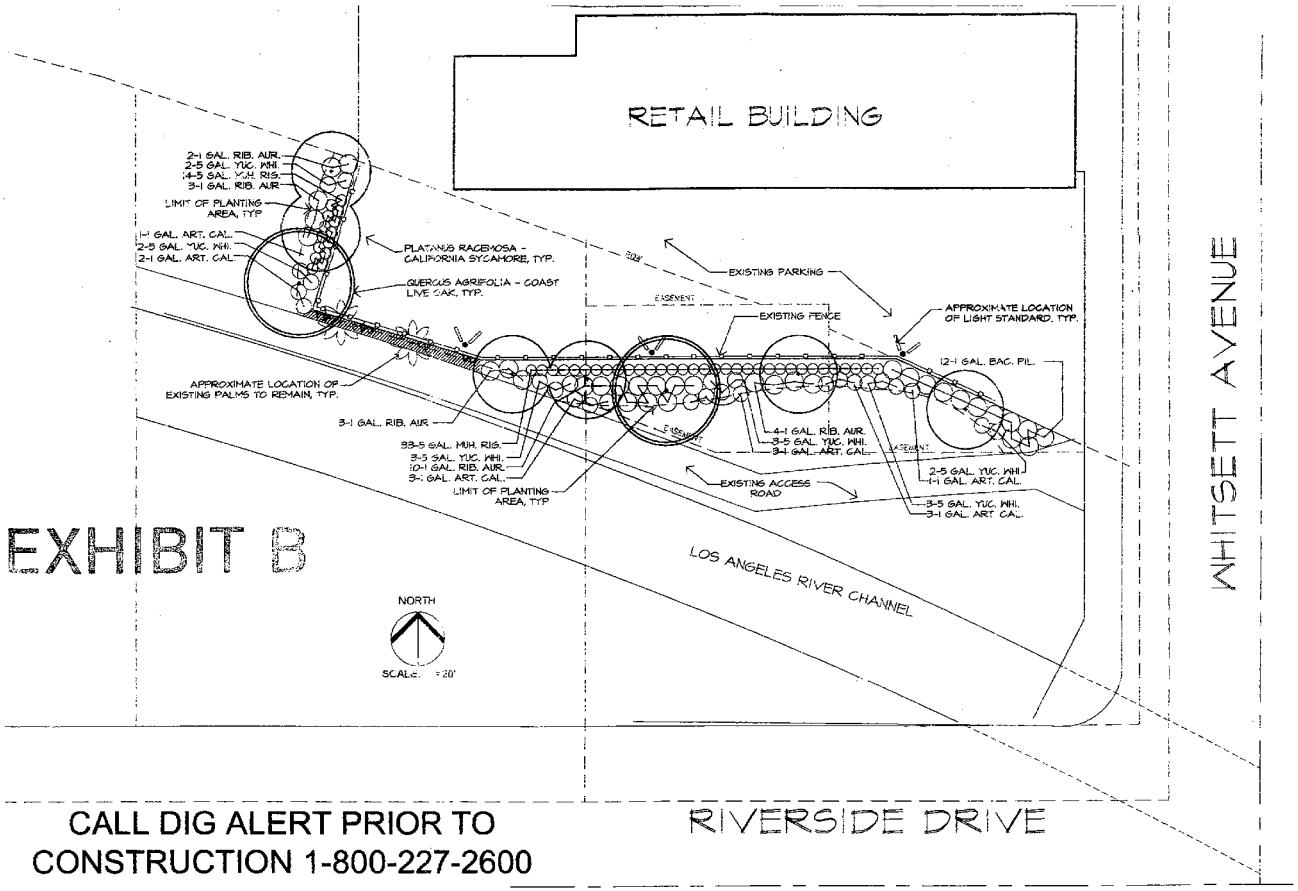


EXHIBIT B

RIVERSIDE DRIVE

CALL DIG ALERT PRIOR TO CONSTRUCTION 1-800-227-2600

TREE LEGEND

ALL TREES ARE STANDARD FORM UNLESS OTHERWISE NOTED

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	QUANTITY	DETAIL
	Platanus racemosa	California Sycamore	24-inch Box 15 GAL	6	A&C /L-1
	Quercus agrifolia	Coast Live Oak	15 GAL 24-inch Box	2	A/ L-1

1 DJP 10/1/05

SHRUB & VINE LEGEND

SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	QUANTITY	DETAIL
ART. CAL	Artemisia californica	California Sagebrush	1 GAL.	13	B /L-1
BAC. PIL.	Baccharis pilularis var pilularis	Dwarf Coyote Bush	1 GAL.	12	B /L-1
MUH. RIG.	Muhlenbergia rigens	Deer Grass	5 GAL.	47	B /L-1
RIB. AUR.	Ribes aureum	Golden Current	1 GAL.	22	B /L-1
YUC. WHI.	Yucca whipplei	Our Lord's Candle	5 GAL.	15	B /L-1
▽▽	Vitis girdiana	Desert Grape	1 GAL.	4	B /L-1

PLANTING NOTES:

1. PLANS PREPARED FROM ASSESSOR'S MAP SKETCH, CONTRACTOR TO VERIFY ALL SITE CONDITIONS PRIOR TO WORK.

2. PLANT QUANTITIES IN LEGEND IS FOR CONTRACTOR'S CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL PLANTS SHOWN ON PLANTING PLANS.

3. ALL TREES ARE TO BE PLANTED MIN. 20' FROM EXISTING POWER POLES (WHERE APPLICABLE).

4. CONTRACTOR SHALL PROVIDE 3" DEEP LAYERS OF A ½" TO 2" GRIND WOOD BY-PRODUCT OR SHREDDED BARK MULCH, DARK IN COLOR, FREE OF ALL 'GREEN' MATERIAL, SEEDS, INORGANIC MATERIAL, & FUNGUS, TO ALL PLANTED AREAS NOT INCLUDING 3:1 SLOPE AREAS & GREATER. NO BARE EARTH SHALL BE VISIBLE.

5. PLANS ARE DIAGRAMMATIC. THE CONTRACTOR SHALL BRING TO THE LANDSCAPE ARCHITECT'S ATTENTION ANY DISCREPANCY BEFORE THE START OF CONSTRUCTION.

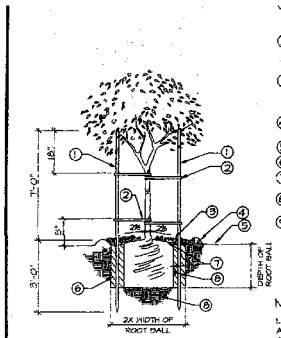
6. ALL TREES PLANTED LESS THAN 5' FROM HARDSCAPE SHALL RECEIVE 18" X 15' LINEAR ROOT BARRIER INSTALLED 6-INCHES FROM PAVEMENT. SEE DETAIL C, L-3. ABSOLUTELY NO CIRCLING OF ROOTBALL WITH ROOT BARRIER WILL BE PERMITTED.

7. BACKFILL MIX SHALL BE AS FOLLOWS:
   EXISTING SOIL - 6 PARTS PER VOLUME
   WOOD SHAVINGS - 4 PARTS PER VOLUME
   SOIL CONDITIONER
   "GRO-POWER" 5-3-1 - 17 LB PER. CU. YARD.
   AGRICULTURAL GYPSUM - 10 LB PER. CU. YARD.

8. SOIL PREPARATION:
PLANTING AREAS SHALL BE THOROUGHLY CULTIVATED TO A DEPTH OF 12".

9. PRIOR TO RIPPING SOIL REMOVE ALL VEGETATION (NOT SHOWN TO REMAIN) INCLUDING STUMPS, ROOTS, ROCKS, STONES 1" & LARGER & ALL OTHER DELETERIOUS MATERIAL.

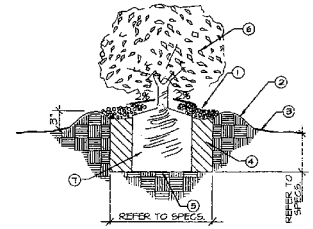
10. THOROUGHLY MOISTEN SOIL & GRADE ALL PLANTING AREAS WITHIN ONE-TENTH OF A FOOT OF FINISHED GRADES PRIOR TO PLANTING.



(2) TWO 10'-0" X 2" DIA. COMPLETELY TREATED LODGEPOLE TREE STAKE (REFER TO SPECIFICATIONS).
(2) FASTEN TREE TO STAKES W/ "WONDER TREE TIES" OR APPROVED EQUAL TWO (2) AT EACH STAKE.
(3) BACKFILL WATER BASIN W/ 3" OF UNCOMPACTED MULCH. KEEP MULCH AWAY FROM CROWN.
(4) FORM 3" HIGH BERM AROUND BASIN. (3'- 0" DIA.)
(5) FINISH GRADE
(6) BACKFILL MIX - SEE PLANTING NOTES.
(7) ROOT BALL. SET TOP OF ROOT BALL 1" ABOVE FINISH GRADE
(8) AGRIFORM, OR EQUIVALENT, PLANT TAB PER MANUFACTURER'S INSTRUCTIONS
(9) UNDISTURBED NATIVE SOIL

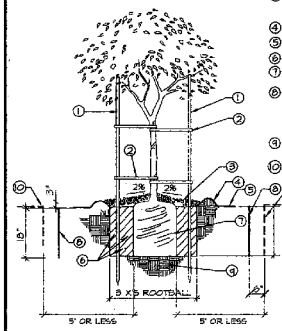
NOTE:
1. AFTER TREE IS PLANTED, PRUNE AND SHAPE AS DIRECTED AND APPROVED BY LANDSCAPE ARCHITECT.
2. INSTALL TREE STAKES PERPENDICULAR TO THE PREVAILING WIND.

A TREE INSTALLATION — SCALE: NTS



LEGEND:
(1) BACKFILL WATER BASIN W/ 3" OF UNCOMPACTED MULCH. KEEP MULCH AWAY FROM CROWN.
(2) FORM 3" HIGH BERM AROUND BASIN.
(3) FINISH GRADE
(4) BACKFILL MIX - SEE PLANTING NOTES
(5) ROOT TAMP SOIL AS NECESSARY - UNDISTURBED NATIVE SOIL.
(6) SHRUB OR GROUND COVER PLANT MATERIAL
(7) ROOT BALL. SET TOP OF ROOT BALL 1" ABOVE FINISH GRADE

B SHRUB INSTALLATION — SCALE: NTS



LEGEND:
(1) (2) TWO 10'-0" x 2" DIA. COMPLETELY TREATED LODGEPOLE TREE STAKE (REFER TO SPECIFICATIONS).
(2) FASTEN TREE TO STAKES W/ "WONDER TREE TIES" OR APPROVED EQUAL TWO (2) AT EACH STAKE.
(3) BACKFILL WATER BASIN W/ 2" OF UNCOMPACTED MULCH. KEEP MULCH AWAY FROM CROWN.
(4) FORM 3" HIGH BERM AROUND BASIN.
(5) FINISH GRADE
(6) BACKFILL MIX.
(7) ROOT BALL. SET TOP OF ROOT BALL 1" ABOVE FINISH GRADE
(8) ROOT BARRIER BY DEEP ROOT, ROOT BOOSTER OR APPROVED EQUAL (18" DEEP). 15' IN LENGTH - CENTER ON TREE TRUNK WHERE TREES ARE PLANTED 5 FEET OR LESS FROM HARDSCAPE.
(9) SET ROOTBALL ON UNDISTURBED NATIVE SOIL.
(10) HARDSCAPE EDGE, TYP.

NOTE:
1. AFTER TREE IS PLANTED, PRUNE AND SHAPE AS DIRECTED AND APPROVED BY THE ENGINEER.
2. INSTALL TREE STAKES PERPENDICULAR TO THE PREVAILING WIND.

C ROOT BARRIER — SCALE: NTS

PUBLIC WORKS

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DESIGN & REVIEW SECTION
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REVIEWED: BY ASSISTANT DEPUTY DIRECTOR — DATE
REVIEWED: BY PRINCIPAL ENGINEER — DATE
REVIEWED: BY PROJECT MANAGER — DATE

REGISTERED LANDSCAPE ARCHITECT LICENSE PERMIT 1/07/05 STATE OF CALIFORNIA
PROJECT ARCHITECT/ENGINEER — DATE

PROJECT TITLE
TUJUNGA WASH
CONCEPT PLAN
WHITSETT & RIVERSIDE DRIVES

SHEET INDEX
PLANTING PLAN, DETAILS, & NOTES

REVISIONS
1 REVISE TREE 10/18/05
2
3

DRAWN	DATE
DJP	07/08/05
JOB CAPTAIN	SPEC. NO.
MJ	
CHECKED	CAPITAL PROJECT
MJ	

SHEET NUMBER
L-3

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ALL INFORMATION NOT IN "BLUE" BORDER LINES