COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

October 11, 2005

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

Dear Supervisors:

APPROVAL OF THE SECURED FIRE PROTECTION AGREEMENT FOR THE GATEWAY POINTE PROJECT (VESTING TENTATIVE TRACT MAP NO. 53309) (3 Votes) (4th District)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the agreement is exempt from provisions of the California Environmental Quality Act under Section 15061(b)(3).

2. Approve and instruct the Chair of the Board to sign the Secured Fire Protection Agreement for the Gateway Pointe Project (Vesting Tentative Tract Map No. 53309) to receive $320,033 from CPT/SC Title Holding Corporation for mitigation of impacts on fire service as required by the Board-approved environmental impact report and the conditions of approval for VTTM 53309.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Gateway Pointe Project is a 1.6 million square foot industrial complex in the unincorporated Whittier area located at 4000 Workman Mill Road. On March 25, 2003, your Board approved a Final Environmental Impact Report for this project. In addition, on April 8, 2003, your Board adopted the conditions for approving VTTM 53309. Both the Final Environmental Impact Report and the conditions of approval required the evaluation of the project's proportional share of required fire service facilities and equipment, and subsequent

contribution of the determined proportional share to the Consolidated Fire Protection District (Fire Department). This project is located approximately 3 miles from its jurisdictional fire station, Fire Station 40 located at 4864 South Durfee Avenue in Pico Rivera. Generally, in order to achieve a 5-minute or less response time -- the goal for urban areas -- a fire station should be located within 1.5 miles. The Fire Department will be working in concert with its cities in this area to plan a fire station that will serve the project and surrounding area. The Fire Department will return to your Board to seek approval of those plans when appropriate.

CPT/SC Title Holding Corporation, the project's owner, and Fire Department staff evaluated the project's proportional share of the needed fire station facilities and equipment. It was determined that applying the Board-approved developer fee effective in high growth areas of the County would provide a reasonable method of calculation for the project's proportional share of required facilities. The developer fee amount of $0.1997 (the developer fee rate in effect when your Board approved this project) applied to the project's 1,602,570 square feet of floor area, was used to determine the project's proportional share of $320,033.

FISCAL IMPACT/FINANCING

The Agreement requires CPT/SC Title Holding Corporation to pay the $320,033 obligation prior to final map approval for VTTM 53309. Once your Board has approved the Agreement, this Department will request the Auditor-Controller to set up a separate interest-bearing trust account to hold these funds until your Board approves plans and expenditures for the required new fire station and/or equipment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved this Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and the Environmental Procedures and Guidelines adopted by your Board on November 17, 1987, because it can be seen with certainty that this activity will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES

There will be no immediate impact on services. This funding will assist in financing a future fire station that will serve the 60 Freeway/605 Freeway area.

CONCLUSION

Please instruct the Executive Officer, Clerk of the Board to return the following to the Fire Department:

- Two (2) copies of the Minute Order and/or this approved letter, as applicable.
- One (1) executed original of the Agreement and two (2) copies of the executed Agreement.

The Fire Department will return one original Agreement to CPT/SC Title Holding Corporation.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:ip

Attachment

c: County Counsel
Executive Officer, Board of Supervisors

SECURED FIRE PROTECTION AGREEMENT

By and Between the

COUNTY OF LOS ANGELES

As "COUNTY"

And

CPT/SC Title Holding Corporation

As "COMPANY"

Effective Date: _____

SECURED FIRE PROTECTION AGREEMENT
Gateway Pointe Project (VTTM 53309)

This Secured Fire Protection Agreement ("Agreement") is made between the County of Los Angeles, through its Fire Department, the Consolidated Fire Protection District of Los Angeles County ("LACoFD"), and CPT/SC Title Holding Corporation ("Company"), a California Corporation and is effective as of _____, 2005.

RECITALS

A. The LACoFD provides fire protection and life safety services to 3.9 million residents within the County of Los Angeles ("County"), including the unincorporated areas of the County and all of the real property described in this Agreement.

B. This Agreement covers real property owned by Company located within the unincorporated area of the County as of the date of this Agreement, as described on Exhibit A attached hereto and incorporated herein (the "Property").

C. The County has approved Vesting Tentative Tract Map ("VTTM") 53309 and related approvals on the Property for the subdivision and development of 1,602,570 total square feet of warehouse and distribution facilities in the M-1-DP zone.

D. Company's development of the Property is subject to the general development requirements, fees and conditions related to the provision for fire protection services (collectively, the "Conditions") as required by mitigation contained in the Environment Impact Report approved by the County. The Conditions generally include requirements for Company to contribute its *proportional* fair share costs for the provision of fire safety and emergency medical facilities and equipment.

E. County and Company believe that this Agreement contains adequate safeguards to ensure County's ability to enforce the obligations of this Agreement and protect the public interest.

AGREEMENT

Based upon the foregoing Recitals and in consideration of the covenants and agreements of County and Company contained in this Agreement, the parties agree to perform each of their respective obligations as set forth herein in a timely manner.

SECTION 1. DEFINITIONS

Unless the context otherwise requires, wherever in this Agreement the following terms are used, the intent and meaning shall be interpreted as provided in this Agreement Section 1.

"**Agreement**" means this Secured Fire Protection Agreement, including the exhibits attached hereto.

"**Company**" means CPT/SC Title Holding Corporation, the owner of the Property.

"**Conditions**" means the general development requirements related to the provision of fire protection services imposed by the County as conditions of approval to VTTM 53309.

"**County**" means the County of Los Angeles, a governmental entity organized under the laws of the state of California.

"**Effective Date**" means the date set forth in the first paragraph of this Agreement.

"**Fire Chief**" means the Fire Chief of the LACoFD and the designee or designees of the Fire Chief.

"**Fire Service Capacity**" means no more than 1,602,570 square feet of floor area.

"Property" means the land owned by Company as of the date of this Agreement within the unincorporated area of the County, as more particularly described in Exhibit A.

"Project" means the proposed development approved for the Property by the County through Vesting Tentative Tract Map No. 53309, Conditional Use Permit No. 00-115-(4), and Parking Permit No. 00-115-(4).

SECTION 2. MUTUAL OBLIGATIONS

Company is in the process of developing the Property and constructing improvements thereon that will result in regional impacts that will require fire protection and life safety services provided by LACoFD. In recognition and consideration of these impacts, County and Company mutually agree to the following:

A. Acknowledgement of Obligations and Satisfaction of Fire Protection Requirements

Company acknowledges that in order to mitigate impacts on fire protection and emergency medical services pursuant to the Conditions, Company is required to provide a proportional share in funding capital improvements necessary to establish adequate fire protection facilities and equipment. County acknowledges that Company's performance of the obligations set forth in this Agreement constitutes satisfaction of the obligations of Company and the Project to proportionally provide for fire service facilities and equipment necessary to serve and benefit the Property as required by the Conditions, so long as the Property is developed in a manner that does not exceed Fire Service Capacity. The proportional share in funding such capital improvements does not include administrative fees which are imposed for processing of permits and inspection of the Property.

B. Proportional Share Contributions

1. LACoFD and Company have completed an analysis of the Project impacts on existing fire and emergency service capabilities and the cost of capital improvements, including facilities and/or equipment, necessary to provide adequate fire and emergency services to the Property and the Project as required by the Conditions. County and Company mutually agree that the Project's complete and total proportional share of such capital improvements is Three Hundred Twenty Thousand Thirty-Three Dollars ($320,033) (the "Project's Proportional Share Contribution"). The Company agrees to pay the Project's Proportional Share Contribution with a cashiers check, in an amount of $320,033, within 30 days of the effective date this Agreement or prior to final map approval for the Property, whichever is sooner. Payment shall be sent, via certified U.S. mail to:

   Los Angeles County Fire Department
   P.O. Box 54740
   Los Angeles, CA 90054-0740

2. County agrees that execution of this Agreement and payment of the Project's Proportional Share Contribution by Company, as stated in paragraph 1 above, shall fully and completely satisfy the Project Conditions with regard to contribution of the Project's proportional share of required fire facilities and equipment.

3. County shall retain the Project's Proportional Share Contribution in a separate account to be expended for facilities and/or equipment that will mitigate Project impacts on fire protection and emergency medical services as determined by the LACoFD.

SECTION 3. INDEMNITY

Company shall indemnify, defend, and hold harmless the County and the Consolidated Fire Protection District, and their officials, officers, employees, attorneys, volunteers, and agents from and against any and all claims, liabilities, losses, damages, demands, penalties, causes of action and obligations arising or alleged to arise out of Company's performance or nonperformance of its obligations under this Agreement. Such indemnity obligations shall apply to personal injury, death, property damage, economic loss, attorney's fees and costs and any other monetary damage or penalty.

SECTION 4. GENERAL PROVISIONS

A. Successor and Assigns. This Agreement shall be binding upon all successors and assigns of Company's right, title, and interest in and to the Property and any portions thereof.

B. Extent of Development. The provisions of this Agreement shall be deemed to be in substantial compliance of Project Conditions to the extent that the floor area of development within the Property does not increase above the Fire Service Capacity. In the event the floor

area of development is proposed to be increased beyond or above the Fire Service Capacity, County and Company shall meet and confer and determine whether there should be any modification to this Agreement to provide for additional facilities or equipment or apparatus necessary to serve the Property relative to any such increase. In the event the Parties cannot agree, the County shall have the right to protest or contest in any administrative or judicial forum as the County deems appropriate any approval of any such increase. Similarly, the Company shall have the right to protest or contest any additional fees imposed for fire facilities and equipment relative to the increased floor area.

C. Waiver of Rights and Claims. In consideration of the mutual promises and covenants set forth in this Agreement, Company, its successors and assigns, hereby waive and release any present or future rights or claims Company, its successor or assigns may have or possess under Government Code Section 66000 et seq., as amended, with respect to County's establishment, receipt and use of the Project's Proportional Share Contribution paid to County under this Agreement. Also, in consideration of the mutual promises and covenants set forth in this Agreement, Company, its successors and assigns waive any and all rights Company may have under the law to contest, object, or challenge any or all of the Project's Proportional Share Contribution required to be paid to County under this Agreement.

D. Severability. In the event any portion of this Agreement shall finally be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable laws then in effect.

E. Notices. All written notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be delivered in person or sent certified or registered mail, postage prepaid and addressed as follows:

TO: FIRE CHIEF
Los Angeles County Fire Department
1320 N. Eastern Avenue
Los Angeles, CA 90063

WITH A COPY TO:
Los Angeles County Fire Department
Planning Division
1320 N. Eastern Avenue
Los Angeles, CA 90063

TO: CPT/SC Title Holding Corporation
c/o CB Richard Ellis Investors, LLC
865 South Figueroa Street, Suite 3500
Los Angeles, CA 90017
Attn: Ron Azad

All NOTICES, provided for herein shall be deemed effective upon receipt if personally served or seventy-two (72) hours after being sent by certified or registered mail, postage prepaid.

F. Exhibits to Agreement. This Agreement includes the following Exhibit, which is attached hereto and made a part hereof:

Exhibit A – Description of the Property

G. The undersigned signatory for Company hereby personally covenants, represents, and warrants that he has the power and authority to execute this Agreement upon the terms and conditions stated herein and agrees to indemnify and hold harmless the County from all damages, costs and expenses which result from a breach of this material representation. The undersigned signatory for Company shall have his signature duly notarized by a notary public.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Date_____

CPT/SC TITLE HOLDING CORPORATION
By: CB Richard Ellis Investors, LLC
Its: Advisor and Agent

By _____
Ron Azad, Authorized Signatory

Date 9/21/05

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

F:\DF\Gateway Pointe Agmt V3 – Final (9-15-05)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES } ss.

On 9/21/05 (Date) before me, SHELLY A. DEWBERRY (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared RON AZAD (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

SHELLY A. DEWBERRY
Commission # 1398115
Notary Public - California
Los Angeles County
My Comm. Expires Feb 4, 2007

WITNESS my hand and official seal.

Shelly A. Dewberry
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: SECURED FIRE PROTECTION AGREEMENT (TRACT MAP (VTTM) 53307)
Document Date: 9/21/05 Number of Pages: 8 (EIGHT)

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Exhibit A

Description of the Property

SCALE: 1" = 200'

TRACT NO. 53309

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. NO. 5750

DATE OF SURVEY: APRIL, 2003

NOTES:

SEE SHEETS 4 TO 9 FOR ADDED BOUNDARY INFORMATION.

LEGEND:

INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP.

NOTES:

SEE BASIS OF BEARINGS AND EASEMENT NOTES ON SHEET 2.

SEE MONUMENT NOTES ON SHEET 3.

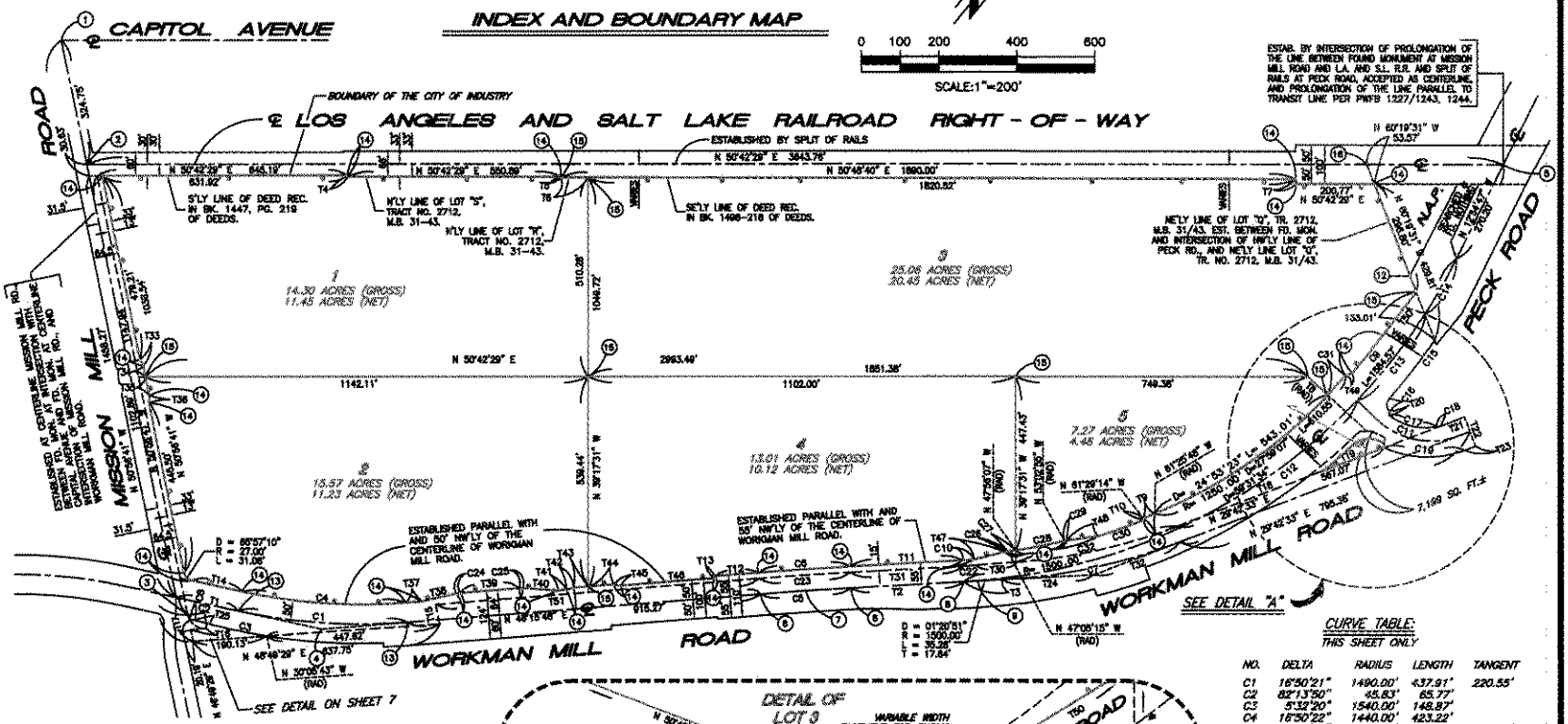
LOT 5, INCLUDES PROPERTY ON BOTH SIDES OF WORKMAN MILL ROAD, WHICH MUST BE CONVEYED AS ONE UNIT AND CANNOT BE SEPARATED WITHOUT FURTHER ACTION OF THE ADVISORY AGENCY.

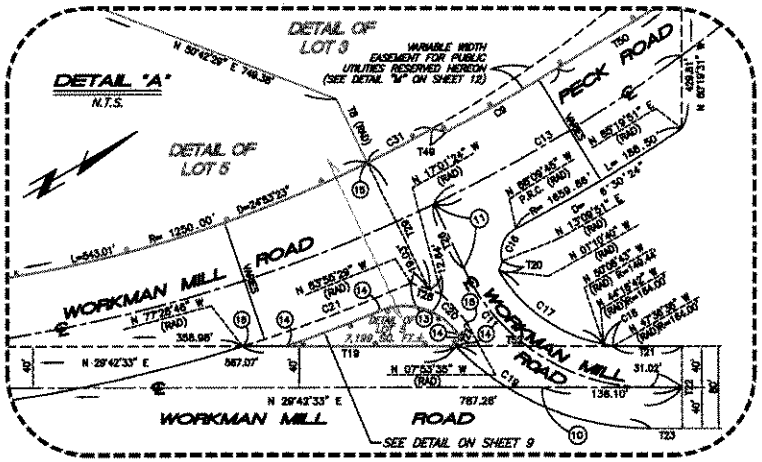
MONUMENT NOTES:

1. FD. SPIKE AND WASHER PER PARCEL MAP NO. 239, P.M.B. 196-15. ACCEPTED AS CENTERLINE INTERSECTION OF CAPITOL AVENUE AND MISSION MILL ROAD.
2. FD. LEAD AND TAG "RCE 7743" ON SPLIT OF RAILS. ACCEPTED AS THE CENTERLINE OF LOS ANGELES AND SALT LAKE RAILROAD RIGHT-OF-WAY.
3. FD. SPIKE AND WASHER; STAMPED "L.A. CO. D.P.W." AT CENTERLINE INTERSECTION OF MISSION MILL ROAD AND WORKMAN MILL ROAD PER R.D.F.B. 1127-179C, 180C.
4. FD. SPIKE AND WASHER; STAMPED "L.A. CO. D.P.W." AT CENTERLINE P.I. PER R.D.F.B. 1127-179C AND 180C. ACCEPTED AS CENTERLINE P.I. OF WORKMAN MILL ROAD.
5. FD. SPIKE AND ILLEGIBLE TAG. ACCEPTED AS INTERSECTION OF CENTERLINE R.R. AND THE NE'LY LINE OF LOT Q, AS SHOWN ON PARCEL MAP NO. 14935, P.M.B. 163-61-63.
6. FD. SPIKE AND WASHER STAMPED "L.A. DPW" PER RDFB 1127-182 AND 183. ACCEPTED AS CENTERLINE OF WORKMAN MILL ROAD.
7. FD. SPIKE AND WASHER AT CENTERLINE P.I. PER RDFB 1127-182 AND 183. ACCEPTED AS CENTERLINE P.I. OF WORKMAN MILL ROAD.
8. FD. SPIKE AND WASHER STAMPED "LA DPW" PER RDFB 1127-182 AND 183. N 09°54'00" 0.21' OF CENTERLINE.
9. FD. SPIKE AND WASHER STAMPED "LA DPW" PER RDFB 1127-182 AND 183. N 14°46'00" 0.22' OF CENTERLINE.
10. FD. LEAD, TACK AND CO. ENG. TAG IN CURB PER C.E.F.B. 4317-17.
11. FD. SPIKE AND WASHER STAMPED "LA DPW" PER PWFB 1227-321A, 322A AND 323A.
12. FD. 2" I.P.; NO REF. ACCEPTED AS INTERSECTION NORTHEASTERLY LINE OF PECK ROAD AND THE NE'LY LINE OF LOT "D" TR. 2712, M.B. 31-43 PER PARCEL MAP NO. 14935, P.M.B. 163-61-63.
13. SPIKE AND WASHER, TAGGED; "L.S. 5750"; FLUSH; "TO BE SET".
14. 2" I.P., TAGGED "L.S. 5750"; DOWN 0.5'; "TO BE SET".
15. LEAD, TACK AND TAG; "L.S. 5750"; FLUSH; "TO BE SET".
16. FD. SPIKE AND ILLEGIBLE TAG. ACCEPTED AS INTERSECTION OF CENTERLINE R.R. AND THE NE'LY LINE OF LOT Q, AS SHOWN ON PARCEL MAP NO. 14935, P.M.B. 163-61-63.

NAP: NOT A PART OF THIS SUBDIVISION.

INDEX AND BOUNDARY MAP





TANGENT TABLE:
THIS SHEET ONLY

NO.	DISTANCE	BEARING	NO.	DISTANCE	BEARING
T1	163.68'	N 63°06'09" E	T27	25.57'	N 35°40'39" W
T2	290.06'	N 47°36'39" E	T28	31.67'	N 49°37'13" E
T3	98.67'	N 47°36'39" E	T29	136.85'	N 86°19'11" W
T4	3.06'	N 50°56'41" W	T30	106.45'	N 46°15'48" E
T5	1.60'	N 39°17'31" W	T31	290.06'	N 47°36'39" E
T6	69.48'	N 50°48'40" E	T32	236.26'	N 29°42'33" E
T7	12.00'	N 39°17'31" W	T33	18.77'	N 64°49'01" W
T8	69.17'	N 86°19'11" W	T34	29.34'	N 50°56'41" W
T9	31.37'	N 28°34'12" E	T35	48.40'	N 50°56'41" W
T10	4.60'	N 61°25'48" W	T36	18.43'	N 36°48'31" W
T11	290.06'	N 47°36'39" E	T37	42.36'	N 46°15'48" E
T12	114.43'	N 46°15'48" E	T38	92.95'	N 38°00'48" E
T13	5.00'	N 43°44'12" W	T39	150.98'	N 46°15'48" E
T14	132.34'	N 63°06'09" E	T40	92.95'	N 54°30'48" E
T15	51.35'	N 50°56'41" W	T41	22.48'	N 46°15'48" E
T16	40.00'	N 46°49'29" E	T42	18.55'	N 32°13'37" E
T17	30.26'	N 50°56'41" W	T43	38.20'	N 46°15'48" E
T18	358.98'	N 29°42'33" E	T44	65.51'	N 46°15'48" E
T19	208.09'	N 29°42'33" E	T45	18.55'	N 60°17'58" E
T20	10.17'	N 40°34'18" W	T46	243.00'	N 46°15'48" E
T21	67.02'	N 29°42'33" E	T47	81.70'	N 36°37'03" E
T22	80.00'	N 60°17'27" W	T48	81.65'	N 43°15'03" E
T23	30.43'	N 29°42'33" E	T49	18.15'	N 31°43'11" E
T24	236.26'	N 47°36'39" E	T50	141.05'	N 01°57'23" W
T25	40.51'	N 65°26'37" E	T51	837.47'	N 46°15'48" E
T26	68.47'	N 85°17'16" W	T52	382.67'	N 29°42'33" E

CURVE TABLE:
THIS SHEET ONLY

NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	16°50'21"	1490.00'	437.91'	220.55'
C2	82°13'50"	45.83'	65.77'	
C3	5°32'20"	1540.00'	148.87'	
C4	16°50'22"	1440.00'	423.22'	
C5	1°20'51"	10000.00'	235.18'	117.60'
C6	1°20'51"	10050.00'	236.49'	
C7	16°33'15"	1500.00'	433.39'	218.21'
C8	30°32'46"	25.00'	13.33'	
C9	4°57'00"	1437.78'	124.22'	
C10	1°12'05"	1445.00'	30.30'	
C11	85°00'11"	206.00'	226.90'	
C12	43°29'54"	1500.00'	1139.78'	598.41'
C13	10°45'17"	1500.00'	281.50'	
C14	6°18'22"	1500.00'	164.22'	
C15	6°30'24"	1659.86'	188.50'	
C16	78°40'24"	27.00'	37.07'	
C17	48°58'03"	149.44'	127.72'	
C18	3°17'56"	164.00'	9.44'	
C19	45°43'27"	265.00'	211.48'	
C20	9°07'49"	230.00'	36.65'	
C21	6°26'43"	1580.00'	175.49'	
C22	1°20'51"	1460.00'	34.34'	
C23	1°20'51"	10040.00'	236.12'	
C24	8°15'00"	64.00'	9.22'	
C25	8°15'00"	64.00'	9.22'	
C26	6°17'41"	60.00'	6.59'	
C27	0°50'52"	1426.85'	21.11'	
C28	5°06'48"	1426.85'	127.34'	
C29	6°17'56"	60.00'	6.60'	
C30	4°56'32"	1439.85'	124.11'	
C31	3°05'45"	1250.00'	67.54'	
C32	16°33'15"	1460.00'	421.83'	