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

May 30, 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:

APPROVE AGREEMENT BETWEEN MONROVIA NURSERY COMPANY, AZUSA LAND PARTNERS, AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY REGARDING FIRE SAFETY MITIGATION – VESTING TENTATIVE TRACT MAP (VTTM) NO. 54057 IN THE CITY OF AZUSA (1st DISTRICT) (3 VOTES)

RECOMMENDATION THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Mayor of the Board to sign the Agreement Regarding Fire Safety Mitigation (Mitigation Agreement), to be effective upon Board approval, in which Azusa Land Partners, LLC, will construct a 6,000 square foot replacement fire station on a .79 acre parcel in the City of Azusa located outside the Sierra Madre Fault setback zone and convey the parcel and all improvements on it (Replacement Fire Station 97) to the Consolidated Fire Protection District of Los Angeles County (Fire District), and within 60 days of the conveyance of Replacement Fire Station 97 to the Fire District, the Fire District will convey ownership of existing Fire Station 97 (Existing Fire Station 97) to Monrovia Nursery Company.

2. Authorize the Chief Administrative Office to execute any required documentation necessary to complete the transfer of title to the Fire District and to accept the deed conveying title to Replacement Fire Station 97, and to execute any required documentation necessary to convey ownership of Existing Fire Station 97 to Monrovia Nursery Company after Replacement Fire Station 97 is accepted and operational by the Fire District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will fulfill mitigation measures and requirements imposed by the City of Azusa, relating to impacts on fire protection services, as part of the City's conditions for approving the Monrovia Nursery Specific Plan, the Monrovia Nursery Development Agreement, VTTM No. 54057, and related California Environmental Impact Report for Monrovia Nursery Project (Project). This Project will be developed as 1,250 dwelling units and 50,000 square feet of commercial development on 495± acres adjacent to the Fire District's Existing Fire Station 97, located at 18453 E. Sierra Madre Avenue.

As part of the City's conditions for approving this Project, the City required the developer to enter into an agreement with the Fire District for either payment of mitigation fees or dedication of land for a new fire station. Approval of the attached Mitigation Agreement assures that the Fire District, in return for conveying a seismically impacted site with functionally obsolescent improvements, will receive a larger, topographically superior parcel of land and a newly constructed fire station built to its specifications, with a construction value estimated at $3.6 million.

Background

Existing Fire Station 97 is a 50-year-old, 2,448 square foot station, which does not meet the Fire District's current facility size requirements. Of concern is the station's location in relation to the Sierra Madre fault. Some studies indicate that the Sierra Madre fault setback zone runs through the northeast corner of the Existing Fire Station 97 property, while other studies show it 60 feet to 300 feet north of the station. Therefore, as the Project was going through the entitlement process with the City of Azusa, the Fire District informed the City of its need to acquire land for a replacement station that was with certainty outside the Sierra Madre fault setback zone. This would improve the Fire District's ability to provide uninterrupted essential fire protection services to the Project and the surrounding community should a significant seismic event occur on the Sierra Madre fault. As a result, Monrovia Nursery Company and the City of Azusa mutually agreed, through their Monrovia Nursery Development Agreement, that either mitigation fees would be paid to the Fire District or land would be dedicated for a fire station.

Negotiations regarding the Monrovia Nursery Project

Negotiations were pursued between Azusa Land Partners, LLC, the Monrovia Nursery Company ("Developer") and the Fire District to implement the City of Azusa's requirements regarding fire protection for the Project. The attached Mitigation Agreement not only addresses the City's requirements, it addresses Fire District concerns regarding the non-availability of Fire District funds to construct a new station and developer concerns that the fire station be constructed in a timely manner.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Mitigation Agreement addresses Goal No. 1: *Service Excellence,* Strategy 1, of the County's Strategic Plan, which guides us to *"Implement programs to improve the efficiency, quality and responsiveness of County services to all residents."*

FISCAL IMPACT/FINANCING

The Fire District will incur costs estimated at $191,000 for installation of communications cabling/antennae and hose towers/racks, which will be available in its 2006-07 operating budget. All other costs will be borne by the developer.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The principal terms and conditions stated in the Mitigation Agreement are as follows:

- Developer will construct a 6,000 square foot fire station facility on a flat terrain .79 acre parcel (see Exhibit D of the Mitigation Agreement).
- All construction, equipment and furnishings will meet the Fire District's specifications and requirements, as well as all Uniform Building Code structural requirements, as soon as the Fire District completes its due diligence of the replacement site.
- The Fire District, or its representative, will inspect the construction work for quality and consistency with architectural and engineering plans.
- The Fire District will install all required communications cabling/antennae and hose towers/racks, and a fuel tank dispenser should the Fire District decide one is needed in the future.
- Replacement Fire Station 97 must be completed prior to the issuance of the 1,001st certificate of occupancy for the Project.
- Upon completion of the construction of Replacement Station 97 and the acceptance of all improvements by the Fire District, developer will convey ownership of Replacement Station 97 to the Fire District.
- Within 60 days of the conveyance of Replacement Station 97 to the Fire District, Existing Fire Station 97 will be conveyed "As Is" to the developer. Existing Fire Station 97 is built on two sloping parcels (APN. 8684 024 903 and APN. 8684 024 904) that combined, total .57 of an acre and are adjacent to the Project. The Fire District may remove any equipment, fixtures, or furnishings from Existing Fire Station 97 within that 60-day period.
- If development of this Project and the developer's adjacent property located in the City of Glendora exceeds 5.7 million square feet of development, the developer has agreed to pay a Mitigation Impact Fee to the Fire District, which is equal to the developer fee in effect in high growth areas of the County for fire station facilities.

This Mitigation Agreement has been reviewed by representatives of the City of Azusa and approved as to form by County Counsel. It has been fully executed by Monrovia Nursery Company and Azusa Land Partners, LLC, and will be effective upon execution by your Board.

ENVIRONMENTAL DOCUMENTATION

The Azusa Land Partners, LLC, is responsible for the preparation of all applicable California Environmental Quality Act documentation required by the City of Azusa to construct a fire station.

IMPACT ON CURRENT SERVICES

Replacement Fire Station 97 will be a larger fire station facility constructed outside the Sierra Madre fault setback zone, which will increase the Fire District's ability to provide essential fire protection services to the Project and the surrounding community.

CONCLUSION

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

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

The Fire District will return two sets of the original Agreements to the developer.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:cn

Attachment

c: Chief Administrative Office
County Counsel

AGREEMENT REGARDING FIRE SAFETY MITIGATION

This Agreement Regarding Fire Safety Mitigation ("Agreement") is entered into this ____ day of _____, 2006, by and among the Consolidated Fire Protection District of Los Angeles County ("District"), a public agency, and the Monrovia Nursery Company, a California corporation ("Monrovia"), and Azusa Land Partners, LLC, a Delaware limited liability company ("Owner"). District, on the one hand, and Monrovia and Owner, on the other hand, are individually referred to hereafter as "Party" and collectively as "Parties."

RECITALS

A. Monrovia is the owner of certain real property (the "Glendora Property"), portions of which are located in the City of Glendora ("Glendora") and in unincorporated areas of the County of Los Angeles (the "County") within Glendora's Sphere of Influence. Exhibit "A" attached hereto and incorporated herein by this reference describes the Glendora Property.

B. Owner is the owner of certain real property (the "Azusa Property") located in the City of Azusa ("Azusa"), which Owner purchased from Monrovia. Exhibit "B" attached hereto and incorporated herein by this reference describes the Azusa Property.

C. District is a special district duly formed under the laws of the State of California. District provides fire protection, emergency medical and related services to certain unincorporated and incorporated areas within the County, as well as to the

cities of Azusa and Glendora, including the Azusa Property and the Glendora Property.

D. Land use entitlements (the "Project Entitlements") have been approved for the development of up to 1,250 residential dwelling units and up to 50,000 square feet of commercial uses (the "Project") on the Azusa Property. The Project Entitlements include a Vesting Tentative Tract Map ("VTTM") and a Development Agreement ("Development Agreement") between Azusa and Owner, as the successor to Monrovia.

E. Monrovia utilizes the Glendora Property for nursery operations. However, Monrovia plans to seek land use entitlements for development of the Glendora Property and to ultimately cease its nursery operations.

F. As part of the Project Entitlements, Azusa prepared an Environmental Impact Report ("EIR"), which was certified by the Azusa City Council in February 2003. Mitigation Measure PS 1 ("MM PS 1") states: "The applicant shall pay fire development impact fees consistent with the adopted fee schedule. The applicant shall work with the LACFD to dedicate land for a new fire station in-lieu of required development impact fees. Condition No. 28D of the Project Entitlements ("Condition 28D") requires compliance with MM PS-1.

G. The Development Agreement, at Section 5.11 ("Section 5.11"), addresses the fire protection service fees for the Project, requiring an agreement with District for the payment or in lieu satisfaction of such fees.

H. District has adopted and implemented a development impact fee program ("Impact Fee") for certain portions of its service area ("Program Area"). For areas within its service area but outside of the Program Area, District often relies on the Impact Fee as a benchmark to determine adequate mitigation for potential impacts to public safety. As of the date of approval of the VTTM, District's Impact Fee was $0.3716 per square foot.

I. District currently operates a fire station ("Fire Station 97") on that certain real property depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "Existing Fire Station Site"). District desires to acquire other land for a new and larger station in the vicinity of the Existing Fire Station Site that is not within the Sierra Madre Fault setback zone and that meets the requirement of the California Geological Survey Rule 48 "Essential Use Facility".

J. The Parties desire to enter into this Agreement to provide for fire safety mitigation for the Project and to fully satisfy MM PS 1, Condition 28D and Section 5.11 in lieu of paying the Impact Fee.

K. In exchange for the conveyance hereunder to District of certain property outside the Sierra Madre Fault setback zone, Monrovia desires to receive from District fee title to the Existing Fire Station Site and a credit against any Impact Fee that would be required for the development of the Glendora Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Monrovia, Owner and District agree as follows:

1. CONVEYANCE OF REAL PROPERTY BY OWNER. Concurrently with the conveyance described in Section 2 hereof, Owner shall convey to District by Grant Deed in form reasonably acceptable to District, fee simple title to that certain real property consisting of approximately seventy-nine hundredths (0.79) of an acre, referred to as Lot 753 in the Site Plan for the Project, dated May 3, 2005 (the "Site Plan"), as more particularly depicted and delineated on Exhibit "D" attached hereto and incorporated herein by this reference (the "Fire Station Building Site"). No monetary payment shall be made by District for the conveyance of the Fire Station Building Site. Upon completion of the construction of the New Station (as hereafter defined) in satisfaction of Section 3 hereof, District agrees to accept title, ownership, and maintenance of the New Station and the Fire Station Building Site, provided that Owner provides title to the Fire Station Building Site free and clear of all monetary liens, encumbrances, or assessments or any easements not expressly approved by District.

2. CONVEYANCE OF REAL PROPERTY BY DISTRICT. Upon completion of the New Station (as hereinafter defined), District shall convey to Monrovia, by Grant Deed in form reasonably acceptable to Monrovia, fee simple title to the Existing Fire Station Site free and clear of all monetary liens, encumbrances or assessments, at no cost to Monrovia. Within 60 days following the date of conveyance, Monrovia will give the District all necessary access to transfer operations from the Existing Fire Station Site to the New Station, and District is authorized to remove, in its sole discretion, any equipment, fixtures, apparatus or

furnishings at the Existing Fire Station Site. Cost for such removal shall be District's.

3. NEW FIRE STATION. Owner shall cause a new fire station that is six thousand (6,000) square feet in total building size ("New Station") to be designed and constructed, at Owner's expense, on the Fire Station Building Site. Owner is responsible for the preparation of any applicable CEQA documentation required by the City to construct a fire station on the Fire Station Building Site. Owner shall fund the construction of the New Station building shell, all interior improvements and fixtures except as expressly stated in Exhibit "E," and on-site improvements such as paving and landscaping as outlined in the District's Small Station Prototype P2 Program (dated January 2004), as would be suitable for a 6,000 square foot fire station. All construction, interior improvements, fixtures and on-site improvements shall be consistent with the plans and specifications approved by District. District shall provide, install, and fund furnishings, fixtures, and equipment unique to a fire station as stated in Exhibit "E". Owner shall coordinate with District in integrating and providing for the District-provided fixtures and equipment within the Owner's architectural plans. Owner shall provide to District's reasonable satisfaction and at no cost to District utilities and conduit sufficient to service District-provided fixtures and equipment. During construction of the New Station, Owner shall provide District with reasonable access to inspect the construction work for quality control and consistency with the architectural and engineering plans and the Uniform Building Code. Owner will cooperate with the District in scheduling weekly inspections during the

construction phase of the project. District shall provide Owner immediate written notification of any asserted inconsistencies with the architectural and engineering plans and/or the Uniform Building Code. Upon Owner's receipt of such written notification, Owner and District shall meet and confer promptly as to the appropriate means of addressing such items. Owner shall be responsible for correcting any established inconsistencies with the architectural and engineering plans and/or the Uniform Building Code at no cost to District.

4. Within 30 days of the execution of this Agreement, Owner shall provide to DISTRICT copies of a Geotechnical Engineering Evaluation Report, a preliminary title report, and any other related studies/reports that Owner is relying upon in finding that the Fire Station Building Site meets all local, state, and federal laws, specifications, and requirements related to an Essential Use Facility. In addition, at the completion of the pad grading, Owner will provide District a copy of the Phase I Environment Site Assessment Report.

5. DESIGN/BUILD. Owner agrees to contract and pay for architectural and engineering services. Owner and District must mutually approve the architectural and construction drawings/plans. Owner shall bid, hire, finance, and manage the construction of the New Station at Owner's expense. Owner authorizes District to monitor, inspect and enforce construction workmanship for quality assurance. Owner shall hold a minimum of three District construction drawing review meetings at District headquarters for each of the following benchmarks: 1) floor plan and elevations completed; 2) plans are at 50% completion, and 3) plans are at 90% completion (prior to submittal into Plan Check).

6. ENGINES, TRUCKS, AND APPARATUS. Owner is not responsible to purchase, or contribute financially to the purchase of, any new equipment, vehicles, or apparatus used by District. Any increase in staff, engines, trucks, or other apparatus used by District at the New Station shall be the sole expense and responsibility of District.

7. NEW FIRE STATION DESIGN. The design and layout of the New Station shall meet District's specifications under the Small Station Prototype P2 Program (dated January 2004) as suitable for a 6,000 square foot fire station and the Uniform Building Code structural requirements. At District's written request, subsequent changes to the Small Station Prototype P2 Program (dated January 2004) that are demonstrated by District to affect operational aspects of the New Station shall be incorporated by Owner into the New Station design to the extent reasonably feasible. Upon Owner's receipt of written notice of such subsequent change, Owner and District shall meet and confer promptly to determine the appropriate means to address such matter. District shall review and approve the layout and design of the New Station. The exterior architecture of the New Station shall be complementary to the architectural styles prescribed in the Project Entitlements. Owner shall obtain the Fire Chief of the District's written concurrence and the City's of Azusa's approval on the exterior architecture of the New Station, which concurrence shall not be unreasonably withheld.

8. TIMING. Owner shall determine the timing of the construction of the New Station in its reasonable sole discretion, provided that the New Station is complete and conveyed to District at the time that Azusa issues the one thousandth

(1,000th) Certificate of Use and Occupancy for the Project or on the date five (5) years after the date of this Agreement, whichever comes first. Owner may rough grade the Fire Station Building Site at an earlier stage of the Project in conjunction with grading the Azusa Property in the vicinity of the Fire Station Building Site. Owner shall install the standard water, sewer, storm drainage, electric, gas, and telephone utility lines and systems for the New Station pursuant to the Station Site Requirements (Exhibit F), and may perform such work at such time that the utility facilities and systems are constructed to serve the portion of the Project in the vicinity of the Fire Station Building Site.

9. CONDITION OF EXISTING FIRE STATION SITE. Monrovia shall review the condition of the Existing Fire Station Site, including the environmental condition, prior to acceptance of the Existing Fire Station Site. District has provided Monrovia with the results of a Phase I Environmental Assessment and District has no further obligation to provide any further environmental assessments of the land and improvements, and Monrovia, at its sole cost, may conduct additional environmental testing and evaluation. Monrovia may, in its sole and absolute discretion, accept or reject the conveyance of the Existing Fire Station Site to Monrovia. Conveyance of the Existing Fire Station Site shall be "as is" with any and all defects and without any representation or warranty as to the condition of the land and improvements. If Monrovia accepts such conveyance, then upon recordation of the Grant Deed, Monrovia shall assume all costs of ownership and maintenance of the Existing Fire Station Site and shall be responsible for the demolition of the existing improvements on the Existing Fire Station Site. Should

Monrovia reject the conveyance of the Existing Fire Station Site, District shall retain ownership free and clear of any entitlements or interest in the Existing Fire Station Site by Monrovia, and the District shall have no further obligation to convey any site or land to Monrovia.

10. ACCESS. Owner shall provide unobstructed all weather, paved access for District over the Azusa Property to and from the Existing Fire Station Site at all times from the commencement of the Project, including during grading and construction of the Project and the New Station, subject to District's reasonable review to confirm that District can perform its services without interruption. However, the District agrees that it is reasonable that for short periods of time (no longer than 24 hours), the pavement could be disrupted, but unobstructed all weather access will be provided at all times.

11. TRAFFIC CONTROLS. The Fire Station Building Site is planned to be located between Sierra Madre Avenue and the new local street currently known as "Street AQ," west of a new roundabout on Sierra Madre Avenue. The location of the Fire Station Building Site provides pass-through access from the New Station to the two streets. The traffic studies prepared for the Project did not identify the need for any additional traffic improvements or controls associated with the New Station. Should District desire additional traffic improvements, traffic controls or signals associated with the New Station, District shall be responsible to obtain at its sole cost all necessary governmental approvals and, if approved, shall be responsible for the cost of design, installation and operation of any such traffic controls and/or improvements.

12. SATISFACTION OF PROJECT CONDITIONS, MITIGATION MEASURES AND DEVELOPMENT AGREEMENT. District acknowledges that implementation of the terms of this Agreement shall fully and completely satisfy all of the conditions of approval, mitigation measures and requirements of District regarding the Project Entitlements associated with fire and emergency services stipulated as Condition 28D, MM PS 1 and Section 5.11. However, this Agreement does not negate otherwise applicable legal requirements to adhere to municipal, State, or federal codes, requirements, laws or regulations governing building and development standards, such as the Uniform Building Code and any District fire prevention and fire code requirements.

13. ENVIRONMENTAL DOCUMENTATION. If additional or subsequent environmental documentation pursuant to the California Environmental Quality Act (CEQA) is necessary for the Project, District shall provide written correspondence to the lead agency that the implementation of this Agreement shall mitigate any potential effects of the Project on fire protection and emergency medical response to a less than significant level. At such time that Monrovia or its successors seek land use entitlements on the Glendora Property, District shall provide written correspondence to the lead agency that the implementation of this Agreement shall mitigate any potential effects of development of the Glendora Property on fire protection and emergency medical response to a less than significant level; provided, however, that in the event that the total square footage of floor area as indicated in the individual building permits validated by Azusa for the Project on the Azusa Property, together with the total square footage of floor

area as indicated in the individual building permits validated by Glendora for the Glendora Property, exceeds 5,699,677 square feet (the "Fee Credit Cap"), the excess square footage of floor area above the Fee Credit Cap (the "Excess Glendora Square Footage") shall be mitigated by payment by Monrovia (or its successors) to District of the Impact Fee attributable to such Excess Glendora Square Footage.

14. IMPACT FEE. Implementation of this Agreement shall satisfy the conditions of approval, mitigation measures and requirements of the Project Entitlements associated with fire protection and emergency medical services stipulated as Condition 28D, MM PS 1 and Section 5.11. Implementation of this Agreement shall also satisfy any requirement associated with fire protection and emergency medical services placed on future land use entitlements of the Glendora Property by District through the lead agency through conditions of approval or mitigation measures. Monrovia acknowledges that, while District will provide information concerning the mitigation of fire protection and emergency medical services impacts as provided herein, District cannot adopt or make findings on behalf of lead or responsible agencies in CEQA proceedings. Additionally, this Agreement does not negate otherwise applicable legal requirements to adhere to municipal, State, or federal codes, requirements, laws or regulations governing building and development standards, such as the Uniform Building Code and District fire prevention and fire code requirements.

15. If the development of the Glendora Property results in Excess Glendora Square Footage, Monrovia shall pay an amount equal to the Impact Fee for the Excess

Glendora Square Footage, as hereinafter provided. The Impact Fee shall be fixed at $0.3716 per square foot until February 15, 2015. Thereafter, the Impact Fee applicable to any portion of the Excess Glendora Square Footage for which a building permit has not been issued on or before February 15, 2015, shall be the then-prevailing Impact Fee adopted by the Board of Supervisors in effect and otherwise applicable upon building permit issuance for such Excess Square Footage.

16. AGREEMENT CONDITIONED ON LAND USE ENTITLEMENTS AND COMMENCEMENT OF CONSTRUCTION. This Agreement entered into by Monrovia, Owner and District shall be conditioned upon the construction of at least one thousand (1,000) residential dwelling units within the Project. Owner shall reach the following milestones during development of the Project to show the District its good-faith effort to construct the New Station consistent with this Agreement.

a) Rough grade the New Station pad at the time rough grading occurs to the surrounding area of the Project.

b) Install backbone utilities to the New Station site at the same time backbone utilities are installed to serve residential development adjacent to Street AQ as shown on the Site Plan.

c) Precise grade the New Station site at the same time precise grading occurs on the residential lots located off of Street AQ.

d) Complete architectural drawings and engineering plans for the New Station before Azusa issues the five hundredth (500th) building permit.

e) Commence construction of the New Station before Azusa issues the seven hundred fiftieth (750th) building permit.

17. FINANCING. Owner's financing sources for the New Station shall be selected and arranged in the sole and absolute discretion of Owner. Owner may elect to finance all or a portion of the New Station through a Community Facilities District ("CFD") as approved by Azusa, which CFD may include non-fire station related infrastructure and resources. District agrees to participate in an intergovernmental agreement with Azusa to include the New Station and the Fire Station Building Site as a "project" in a City-sponsored CFD should such intergovernmental agreement be acceptable to both Azusa and District. Owner agrees to indemnify and hold harmless District from any and all damages, claims and/or judgments as a result of District's participation in such an agreement with Azusa.

18. SUCCESSORS IN INTEREST. This Agreement shall be binding upon Monrovia, Owner, and District and their respective assigns and/or successors in interest. Owner may assign its interest under this Agreement to a successor master developer under Condition No. 2 of the Project Entitlements after Owner demonstrates to District's satisfaction that Owner's successor has sufficient experience and financial capability to implement this Agreement, whereupon Owner shall automatically be released from this Agreement and shall have no

further obligations or responsibility under this Agreement. Monrovia may assign its interest under this Agreement to a third party at any time without District's consent, whereupon the assignor shall automatically be released from this Agreement and shall have no obligations or responsibility under this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein addressed and supersedes all previous communications and agreements between them, either oral or written.

20. NOTICES. All notices, demands or other communication (collectively, "Notices") required or allowed by this Agreement shall be in writing and shall be considered given: (i) when delivered in person to the recipient named below; or (ii) two (2) business days after deposit in the United States mail, postage paid, addressed to the recipient named below. All Notices shall be addressed as follows:

If to District:

Los Angeles County Fire Department
Planning Division
1320 N. Eastern Avenue
Los Angeles, CA 90063

If to Owner:

Azusa Land Partners, LLC
c/o PLC Land Company
19 Corporate Plaza Drive
Newport Beach, CA 92660
Attn: Christopher Gibbs

If to Monrovia:

Monrovia Nursery Company
18331 East Foothill Boulevard
P. O. Box 1385
Azusa, CA 91702-1385
Attn: Miles Rosedale

Either Party may, by Notice given at any time, require subsequent Notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of Notice of change shall not be invalidated by the change.

21. GOVERNING LAW. This Agreement and its provisions shall in all respects be interpreted, construed, enforced and governed by and under the laws of the State of California.

22. CONSENT TO JURISDICTION, VENUE AND SERVICE. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Los Angeles, California. Each Party hereby irrevocably consents to the personal jurisdiction of the court. Service of process may be made in any manner provided by law.

23. MODIFICATION. This Agreement may be modified only by another written instrument duly authorized and executed by District, Owner and Monrovia.

24. DEFAULT AND DEFAULT NOTICE: In the event that any Party fails to perform any obligation hereunder or breaches any provision of this Agreement, the non-defaulting Party shall deliver Notice specifying the nature of such alleged

breach and, in the event that the Party receiving Notice cures such alleged breach within thirty (30) days thereafter or, if such alleged breach cannot be cured within such thirty (30)-day period, commences to cure such alleged breach and diligently prosecutes such cure to completion, no default shall be deemed to occur. In the event of an uncured default of a material term of this Agreement, the non-defaulting Party may pursue any remedy at law or in equity, subject to Section 25 hereof.

25. DISPUTE RESOLUTION: The Parties agree to act in good faith and in fair dealing to resolve any dispute or claim arising between the Parties out of this Agreement before resorting to mediation. The Parties agree to mediate any dispute or claim arising between the Parties out of this Agreement before resorting to arbitration or court action. The mediator shall be conversant with fire station construction. The mediation fees shall be divided equally between the Parties. Mediation does not waive any Party's rights to pursue a dispute in the appropriate court in the County of Los Angeles, California.

26. SPECIFIC PERFORMANCE.

(a) By Monrovia. As to Monrovia's right to the conveyance of the Existing Fire Station Site pursuant to Section 2 above, the Parties acknowledge that money damages and remedies at law generally are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement against District and should be available to Monrovia due to the unique nature of the Existing Fire Station Site, including its

proximity to the Glendora Property and the particular benefits to Monrovia of the consolidated ownership thereof. It is not possible to determine the sum of money and to evaluate the damages which would adequately compensate Monrovia for District's failure to carry out its obligations under Section 2 above. For the above reasons, the Parties agree and acknowledge that specific performance rather than damages shall be the preferred remedy in the event of District's failure to carry out its obligations under Section 2 above.

(b) By District. As to District's right to the conveyance of the Fire Station Site pursuant to Section 1 above, the Parties acknowledge that money damages and remedies at law generally are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement against Owner and should be available to District due to the unique nature of the Fire Station Site, including its ideal location within the District's jurisdiction. It is not possible to determine the sum of money and to evaluate the damages which would adequately compensate District for Owner's failure to carry out its obligations under Section 1 above. For the above reasons, the Parties agree and acknowledge that specific performance rather than damages shall be the preferred remedy in the event of Owner's failure to carry out its obligations under Section 1 above.

27. SEVERABILITY. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the

purposes of this Agreement. The foregoing notwithstanding, in the event that a provision is determined to be invalid, void or unenforceable which is an essential element of this Agreement to either Party, at such Party's option upon delivery of Notice to the other Party, the Parties shall meet and confer in good faith in an attempt to modify the Agreement to address such matter.

28. RULES OF CONSTRUCTION. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, District, Owner or Monrovia. Section headings in this Agreement are for convenience only and are not to be considered as part of this Agreement or in any way limiting or amplifying the provisions hereof. All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to extrinsic evidence not directly in conflict with the express terms hereof to ascertain and give effect to the intent of the Parties to this Agreement.

29. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the Parties hereto.

IN WITNESS WHEREOF, Owner, Monrovia and District have executed this Agreement as of the date first written above.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By: _____
Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:

JOANNE STURGES
Acting Executive Officer, Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By: _____
Deputy

F:\FS 97 Agmt – Final 3-22-06V

AZUSA LAND PARTNERS, LLC,
a Delaware limited liability company

By: PLC Azusa Land Investment, LLC,
Delaware limited liability company,
its Administrative Member

By: _____
Christopher C. Gibbs, President

MONROVIA NURSERY COMPANY,
a California corporation

By: _____
Its: MANAGING DIRECTOR
MILES R ROSEDALE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On March 29, 2006 (Date), before me, C Newell, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Christopher C. Gibbs (Name(s) of Signer(s)),

X 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.

C. NEWELL
Commission # 1556715
Notary Public - California
Orange County
My Comm. Expires Mar 4, 2009

WITNESS my hand and official seal.

Place Notary Seal Above

C Newell
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: Agreement Regarding Fire Safety Mitigation

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On April 20, 2006 (Date), before me, Ana I. Tagle, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Mike R. Rosedale (Name(s) of Signer(s)),

X 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.

ANA I. TAGLE
Commission # 1479929
Notary Public - California
Los Angeles County
My Comm. Expires Apr 20, 2009

Place Notary Seal Above

WITNESS my hand and official seal.

Ana I. Tagle
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: _____

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer's Name: _____

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

Signer Is Representing: _____

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EXHIBIT A
LEGAL DESCRIPTION

"GLENDORA PROPERTY"

PARCEL 1: 8625-11-(5,7)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE NORTHERLY 25.00 FEET OF SAID LAND.

ALSO EXCEPT THEREFROM THE SOUTHERLY 242.00 FEET OF THE EASTERLY 202.75 FEET OF SAID LAND.

SAID PARCEL IS ALSO KNOWN AS A PORTION OF PARCEL 2 OF PARCEL MAP NO. 2216, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 39, PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: 8625-11-(11,12)

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20.00 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST 431.00 FEET; THENCE NORTH TO THE SOUTHERLY LINE OF SIERRA MADRE AVENUE AS CONVEYED TO LOS ANGELES COUNTY FOR ROAD PURPOSES; THENCE WESTERLY ALONG THE AVENUE TO A LINE WHICH BEARS NORTH FROM THE POINT OF BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL 3: 8625-12-2

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 6, 1876, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST 887.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY 437.75 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH TO THE SOUTHERLY LINE OF THE NORTHERLY 25 FEET OF THE SOUTH HALF OF SAID NORTHWEST QUARTER OF SECTION 25; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO JANET ADAIR, RECORDED ON DECEMBER 1, 1905, IN BOOK 2525, PAGE 173 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED RECORDED NOVEMBER 13, 1905, IN BOOK 2439, PAGE 254 OF DEEDS, OF RECORDS OF SAID COUNTY, THEREIN DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF NORTHEAST QUARTER OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, RUNNING THENCE EAST 451 FEET TO THE BEGINNING; THENCE NORTH 990 FEET; THENCE EAST 436.5 FEET; THENCE SOUTH 990 FEET; THENCE WEST 436.5 FEET TO THE BEGINNING.

PARCEL 4: 8625-12-3

THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, OCTOBER 30, 1884, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 451 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 990 FEET; THENCE EAST 436.5 FEET; THENCE SOUTH 990 FEET; THENCE WEST 436.5 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND LYING NORTHERLY OF THE SOUTHERLY LINE OF A STRIP OF LAND, 50 FEET WIDE, LYING 25 FEET ON EACH SIDE OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION, CONVEYED TO THE COUNTY OF LOS ANGELES, FOR ROAD PURPOSES AND KNOWN AND DESIGNATED AS SIERRA MADRE AVENUE.

PARCEL 5: 8625-12-8

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, APRIL 6, 1876. EXCEPT THEREFROM A STRIP OF LAND 25 FEET WIDE ALONG THE NORTH SIDE AND A STRIP OF LAND 20 FEET WIDE ALONG THE EAST SIDE THEREOF, AS CONVEYED TO THE COUNTY OF LOS ANGELES, FOR ROAD PURPOSES, BY DEEDS RECORDED IN BOOK 108, PAGE 633, AND IN BOOK 1440, PAGE 54 OF DEEDS, RESPECTIVELY.

ALSO EXCEPT FROM THE REMAINDER THE EASTERLY 220.00 FEET OF THE SOUTHERLY 235.00 FEET THEREOF.

ALSO EXCEPTING ALL OF THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET, BUT WITHOUT RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED MAY 14, 1965, AS INSTRUMENT NO. 695.

SAID PARCEL 26 IS ALSO KNOWN AS PARCEL 1 OF PARCEL MAP NO. 3768, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 48, PAGE 71 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: 8625-15-15

PARCEL "A", AS SHOWN ON RECORD OF SURVEY MAP FILED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 63, PAGE 32 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL "A" DISTANT SOUTHERLY THEREON 150 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE WESTERLY AT RIGHT ANGLES 290.40 FEET; THENCE SOUTHERLY AT RIGHT ANGLES 150 FEET; THENCE EASTERLY AT RIGHT ANGLES 290.40 FEET TO SAID EAST LINE; THENCE NORTHERLY ALONG SAID EAST LINE 150 FEET TO THE POINT OF BEGINNING.

PARCEL 7: 8625-15-18

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID

LAND FILED IN THE DISTRICT LAND OFFICE, APRIL 6, 1876, DESCRIBED AS PARCEL "G" OF THE DEED TO JAMES B. MACNEIL, HUGH L. MACNEIL AND ALLEN BAGBY MACNEIL, RECORDED OCTOBER 16, 1950, AS INSTRUMENT NO. 3282, IN BOOK 34563, PAGE 131, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PARCEL "G" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 1/2 X 2 1/2 REDWOOD POST, BEING THE QUARTER SECTION CORNER ON THE WEST LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF 453.42 FEET TO A ONE INCH PIPE SET AT THE NORTHWEST QUARTER OF PARCEL OF LAND DESCRIBED IN CERTIFICATE OF TITLE NO. N-7653 ON FILE IN THE OFFICE OF THE REGISTRAR OF SAID COUNTY; THENCE SOUTH O DEGREES 05 MINUTES EAST ALONG THE WEST LINE OF SAID LAST MENTIONED PARCEL, 953.17 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 89 DEGREES 55 MINUTES WEST 453.42 FEET TO A 3/4 INCH PIPE; SET ON THE WEST LINE OF SAID SECTION 25; THENCE NORTH 0 DEGREES 05 MINUTES WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 951.12 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH PIPE, DISTANT NORTH 89 DEGREES 55 MINUTES EAST 31.80 FEET FROM A POINT ON THE WEST LINE OF SAID SECTION 25; DISTANT THEREON SOUTH 0 DEGREES 05 MINUTES EAST 815.06 FEET FROM THE QUARTER SECTION CORNER ON THE WEST LINE OF SAID SECTION 25; THENCE NORTH 0 DEGREES 00 MINUTES 30 SECONDS EAST 236.89 FEET TO A 3/4 INCH PIPE, SAID LAST MENTIONED 3/4 INCH PIPE BEING THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 89 DEGREES 24 MINUTES EAST 242.15 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 0 DEGREES 29 MINUTES EAST 308.22 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 45 DEGREES 23 MINUTES WEST 66 FEET TO A 3/4 INCH PIPE; THENCE PARALLEL WITH THE WEST LINE OF SAID SECTION 25, SOUTH 0 DEGREES 05 MINUTES EAST TO THE SOUTH LINE OF THE LAND DESCRIBED IN PARCEL "G" OF SAID DEED TO JAMES B. MACNEIL, ET AL.; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 55 MINUTES WEST TO SAID WEST LINE OF SECTION 25; THENCE ALONG SAID WEST LINE, NORTH 0 DEGREES 05 MINUTES WEST 433.42 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" AS SHOWN ON A RECORD OF SURVEY, FILED IN BOOK 63, PAGE 32 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHEASTERLY IN A DIRECT LINE TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING NORTHERLY OF THE SOUTHERLY LINE OF PARCEL "A", AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 63, PAGE 32 OF SAID RECORD OF SURVEYS.

PARCEL 8: 8625-15-19

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 6, 1876, DESCRIBED AS PARCEL G OF THE DEED TO JAMES B. MACNEIL, HUGH L. MACNEIL AND ALLEN BAGBY MACNEIL, RECORDED ON OCTOBER 16, 1950 AS INSTRUMENT NO. 3282, IN BOOK 34563, PAGE 131, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PARCEL G BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 1/2" X 2 1/2" REDWOOD POST, BEING THE QUARTER SECTION CORNER ON THE WEST LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 453.42 FEET TO A 1 INCH PIPE SET AT THE NORTHWEST CORNER OF PARCEL OF LAND DESCRIBED IN CERTIFICATE OF TITLE NO. N-7653 ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE SOUTH 0 DEGREES 05 MINUTES EAST ALONG THE WEST LINE OF SAID LAST MENTIONED PARCEL, 953.17 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 89 DEGREES 55 MINUTES WEST 453.42 FEET TO A 3/4 INCH PIPE SET ON THE WEST LINE OF SAID SECTION 25; THENCE NORTH 0 DEGREES 05 MINUTES WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 951.12 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH PIPE, DISTANT NORTH 89 DEGREES 55 MINUTES EAST 31.80 FEET FROM A POINT ON THE WEST LINE OF SAID SECTION 25; DISTANT THEREON SOUTH 0 DEGREES 05 MINUTES EAST 815.06 FEET FROM THE QUARTER SECTION CORNER ON THE WEST LINE OF SAID SECTION 25; THENCE NORTH 0 DEGREES 00 MINUTES 30 SECONDS EAST 236.89 FEET TO A 3/4 INCH PIPE; THENCE NORTH 89 DEGREES 24 MINUTES EAST 242.15 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 0 DEGREES 29 MINUTES EAST 308.22 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 45 DEGREES 23 MINUTES WEST 66 FEET TO A 3/4 INCH PIPE; THENCE NORTH 59 DEGREES 47 MINUTES 30 SECONDS WEST 228.92 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY OF THE SOUTHERLY LINE OF PARCEL A, AS SHOWN ON A RECORD OF SURVEY MAP FILED IN BOOK 63, PAGE 32 OF RECORD OF SURVEYS IN SAID OFFICE OF THE COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION, IF ANY, OF THE ABOVE DESCRIBED PARCEL G, INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO MARION MILLER, ET AL., RECORDED ON AUGUST 23, 1888, AS INSTRUMENT

NO. 18, IN BOOK 481, PAGE 44 OF DEEDS, IN SAID OFFICE OF THE COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO HELEN C. ROWEN, AN UNMARRIED WOMAN, RECORDED APRIL 23, 1965 AS INSTRUMENT NO. 1038.

PARCEL 9: 8625-16-(3,4)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH PIPE SET IN CONCRETE IN THE NORTHERLY LINE OF THE PACIFIC ELECTRIC RIGHT OF WAY 453.42 FEET DUE EAST FROM THE WEST LINE OF SAID SECTION 25; THENCE NORTH 75 DEGREES 03 MINUTES EAST ALONG THE NORTH LINE OF SAID PACIFIC ELECTRIC RIGHT OF WAY 683.9 FEET TO A ONE INCH PIPE SET IN CONCRETE; THENCE NORTH 0 DEGREES 05 MINUTES WEST 496 FEET ON A LINE DISTANT 1,113.42 FEET FROM THE WEST LINE OF SAID SECTION AND PARALLEL THEREWITH TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES WEST 400 FEET; THENCE NORTH 0 DEGREES 05 MINUTES WEST 262.62 FEET TO THE SOUTHERLY LINE OF LAND DESCRIBED IN CERTIFICATE OF TITLE NO. N-7653 ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 68 DEGREES 28 MINUTES EAST 173.63 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61 DEGREES 57 MINUTES EAST 163.60 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 77 DEGREES 17 MINUTES 30 SECONDS EAST 96.71 FEET TO A LINE BEARING NORTH 0 DEGREES 05 MINUTES WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 05 MINUTES EAST 100 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 10: 8625-16-(2,5)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 6, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH PIPE SET IN CONCRETE IN THE NORTHERLY LINE OF THE PACIFIC ELECTRIC COMPANY RIGHT OF WAY 453.42 FEET DUE EAST FROM THE WEST LINE OF SAID SECTION 25; THENCE NORTH 75 DEGREES 03 MINUTES EAST ALONG THE NORTH LINE OF SAID PACIFIC ELECTRIC RIGHT OF WAY, 682.9 FEET TO A ONE INCH PIPE SET IN CONCRETE; THENCE NORTH 0 DEGREES 05 MINUTES WEST 496 FEET ON A LINE DISTANT 1113.42 FEET FROM THE WEST LINE OF SAID SECTION AND PARALLEL THEREWITH; THENCE SOUTH 89 DEGREES 55

MINUTES WEST 400 FEET; THENCE NORTH 0 DEGREES 05 MINUTES WEST 262.62 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE NO. N-7653, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE AS FOLLOWS:

NORTH 68 DEGREES 28 MINUTES WEST 175.48 FEET TO AN ANGLE POINT THEREIN; AND NORTH 47 DEGREES 01 MINUTES 30 SECONDS WEST 132.55 FEET TO A TWO INCH IRON PIPE; THENCE SOUTH 0 DEGREES 05 MINUTES EAST 1089 FEET; ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 25 AND DISTANT 453.42 FEET THEREFROM TO THE TRUE POINT OF BEGINNING.

PARCEL 11: 8625-16-(1,6)

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL APRIL 3, 1876, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4-INCH PIPE SET ON THE WEST LINE OF SAID SECTION 25, DISTANT THEREON NORTH 0 DEGREES 05 MINUTES WEST 462.59 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE CONTINUING NORTH 0 DEGREES 05 MINUTES WEST ALONG SAID WEST LINE OF SAID SECTION 25, A DISTANCE OF 1223.27 FEET TO A 3/4-INCH PIPE; THENCE NORTH 89 DEGREES 55 MINUTES EAST 453.42 FEET TO A 3/4-INCH PIPE SET ON THE WEST LINE OF PARCEL OF LAND DESCRIBED IN CERTIFICATE OF TITLE NO. N-7653 ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES, SAID COUNTY; THENCE SOUTH 0 DEGREES 05 MINUTES EAST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF PARCEL OF LAND DESCRIBED IN CERTIFICATE OF TITLE NO. AD-12399 ON FILE IN OFFICE OF THE REGISTRAR OF TITLES, SAID COUNTY, 1105.84 FEET TO A 1-INCH PIPE SET IN CONCRETE ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY, 80 FEET WIDE, THENCE SOUTH 75 DEGREES 03 MINUTES WEST ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY, 288.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 5599.65 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 179.46 FEET TO THE POINT OF BEGINNING.

PARCEL 12: 8625-17-(48,49)

A PORTION OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 997.64 FEET WESTERLY OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, AND 25 FEET SOUTHERLY OF THE EAST AND WEST CENTER LINE OF SAID SECTION, AND RUNNING; THENCE SOUTHERLY PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE 615 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH SAID EAST AND WEST CENTER LINE 329 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE 615 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH SAID EAST AND WEST CENTER LINE 329 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE NORTHERLY 183.00 FEET THEREOF.

PARCEL 13: 8625-17-(51, 50, 53, 56)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 6, 1876, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 25; THENCE SOUTH 0 DEGREES 03 MINUTES WEST 660 FEET ALONG THE CENTER LINE OF SECTION 25; THENCE SOUTH 89 DEGREES 39.5 MINUTES WEST 881.76 FEET PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 25 TO A POINT WHICH SAID POINT IS THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 39.5 MINUTES WEST 646.14 FEET TO A POINT; THENCE SOUTH 0 DEGREES 03 MINUTES WEST 632.58 FEET TO A POINT; THENCE SOUTH 77 DEGREES 17.5 MINUTES EAST 240.72 FEET TO A POINT; THENCE SOUTH 71 DEGREES 23.5 MINUTES EAST 148.78 FEET TO A POINT; THENCE SOUTH 84 DEGREES 39.5 MINUTES EAST 271.40 FEET TO A POINT; THENCE NORTH 0 DEGREES 03 MINUTES EAST 762.48 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 10 OF TRACT NO. 19570, AS SHOWN ON MAP RECORDED IN BOOK 504, PAGES 38 AND 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TRACT NO. 19520 AND ITS SOUTHERLY PROLONGATION 300.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 10 AND ITS EASTERLY PROLONGATION 340.00 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE OF TRACT NO. 19570 AND ITS SOUTHERLY PROLONGATION 300.00 FEET TO SAID EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 10; THENCE WESTERLY ALONG SAID LAST MENTIONED PROLONGATION AND ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

PARCEL 14: 8625-17-55

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 6, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY CONVEYING TO THE LOS ANGELES INTERURBAN RAILWAY COMPANY, BY DEED RECORDED IN BOOK 2773, PAGE 42 OF DEEDS AND THE WEST LINE OF TRACT NO. 2285, AS PER MAP RECORDED IN BOOK 31, PAGE 18 OF MAPS, RECORDS OF LOS ANGELES COUNTY; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT NO. 2285, 262.70 FEET MORE OR LESS, TO THE SOUTH LINE OF THE DITCH OF THE AZUSA WATER DEVELOPMENT AND IRRIGATING COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID DITCH, 13.40 CHAINS, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE OF SAID DITCH, WITH THE EAST LINE OF THE LAND CONVEYED TO JOHN C. KING BY DEED RECORDED IN BOOK 208, PAGE 322 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH ALONG SAID EAST LINE OF THE LAND SO CONVEYED TO SAID JOHN C. KING, 594.44 FEET, MORE OR LESS, TO THE NORTH LINE OF THE RIGHT OF WAY OF THE LOS ANGELES INTERURBAN RAILWAY COMPANY, HEREINBEFORE REFERRED TO; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOS ANGELES INTERURBAN RAILWAY COMPANY'S RIGHT OF WAY, 893.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 15: 8625-20-(20, 23)

THAT PORTION OF LOT "A" OF TRACT NO. 2285, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 31, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT "A", DISTANT SOUTH 89 DEGREES 38 MINUTES 15 SECONDS WEST 234.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, SOUTH 0 DEGREES 04 MINUTES 30 SECONDS EAST 120.00 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, NORTH 89 DEGREES 38 MINUTES 15 SECONDS EAST 66.00 FEET; THENCE PARALLEL WITH SAID EASTERLY LINE, SOUTH 0 DEGREES 04 MINUTES 30 SECONDS EAST 115.25 FEET TO A POINT IN A CURVE CONCENTRIC WITH AND DISTANT 40.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT AND HAVING A RADIUS OF 4753.75 FEET, A RADIAL LINE AT SAID POINT BEARS SOUTH 6 DEGREES 24 MINUTES 45 SECONDS EAST; THENCE EASTERLY ALONG SAID CONCENTRIC CURVE, THROUGH AN ANGLE OF 2 DEGREES 02 MINUTES 02 SECONDS, A DISTANCE OF 168.75 FEET TO

SAID EASTERLY LINE; THENCE SOUTH 0 DEGREES 04 MINUTES 30 SECONDS EAST 40.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4713.75 FEET, A DISTANCE OF 647.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 04 MINUTES 30 SECONDS WEST 350.41 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 38 MINUTES 15 SECONDS EAST 406.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF ABOVE PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT "A" DISTANT SOUTH 89 DEGREES 38 MINUTES 15 SECONDS WEST 234 FEET FROM THE NORTHEAST CORNER OF SAID LOT; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, SOUTH 0 DEGREES 04 MINUTES 30 SECONDS EAST 120 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID NORTHERLY LINE NORTH 89 DEGREES 38 MINUTES 15 SECONDS EAST 66 FEET; THENCE PARALLEL WITH SAID EASTERLY LINE SOUTH 0 DEGREES 04 MINUTES 30 SECONDS EAST 115.25 FEET TO A CURVE HAVING A RADIUS OF 4753.75 FEET; CONCENTRIC WITH AND DISTANT NORTHERLY 40 FEET, MEASURED RADIALLY, FROM THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID CURVE, 66.44 FEET TO A LINE PARALLEL WITH SAID EASTERLY LINE WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTHERLY ALONG LAST MENTIONED PARALLEL LINE 122.72 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE INTEREST CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED MARCH 25, 1970 AS DOCUMENT NO. 2561.

PARCEL 16: 8625-22-13

A STRIP OF LAND 80 FEET IN WIDTH SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND BEING A PORTION OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, SAID STRIP OF LAND 80 FEET IN WIDTH BEING MORE PARTICULARLY DESCRIBED AS BEING 40 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY, TO-WIT:

BEGINNING AT RAILWAY SURVEY STATION 1275+51.5 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY, SAID RAILWAY SURVEY STATION BEING IN THE WESTERLY LINE OF THAT CERTAIN PIECE OR PARCEL OF LAND CONVEYED BY THE PACIFIC LAND & IMPROVEMENT CO., TO EMMA J. GORDON AND JOHN T. GORDON, BY DED RECORDED IN BOOK 822 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AT PAGE THEREOF, AND NORTH 0 DEGREES 24 MINUTES 15 SECONDS EAST, 934.5 FEET, MORE OR LESS,

FROM A POINT, SAID LAST MENTIONED POINT BEING IN THE SOUTH LINE OF SECTION 25 AND EASTERLY ALONG SAID SOUTH LINE OF SECTION 25, 1978.8 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE FROM AND POINT OF BEGINNING ALONG A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 467.75 FEET AND BEING PARALLEL TO AND 90 FEET NORTHERLY OF THE CENTER LINE OF THE 100 FOOT RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY 667.2 FEET TO RAILWAY SURVEY STATION 1282+18.7 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY SAID LAST MENTIONED RAILWAY SURVEY STATION BEING IN THE EASTERLY LINE OF THE ABOVE MENTIONED LAND CONVEYED TO EMMA J. GORDON AND JOHN T. GORDON AND NORTH 0 DEGREES 31 MINUTES 5 SECONDS EAST ALONG SAID EASTERLY LINE, 1027.3 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF ABOVE MENTIONED SOUTHWEST QUARTER OF SECTION 25.

ALSO EXCEPT THE INTEREST CONVEYED TO THE COUNTY OF LOS ANGELES IN DEED RECORDED MARCH 25, 1970 AS DOCUMENT NO. 2561.

PARCEL 17:

PARCEL A: 8625-22-15

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, APRIL 3, 1876, INCLUDED WITHIN A STRIP OF LAND 80 FEET IN WIDTH, LYING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY, (NOW THE PACIFIC ELECTRIC RAILWAY);

BEGINNING AT RAILWAY SURVEY STATION 1255 PLUS 05.18 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY, SAID RAILWAY SURVEY STATION BEING IN THE WESTERLY LINE OF SAID SECTION 25 AND NORTH 0 DEGREES 20 MINUTES 15 SECONDS EAST 421.2 FEET, MORE OR LESS FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 5639.65 FEET, SAID CURVE BEING PARALLEL WITH AND 90 FEET NORTHERLY FROM THE CENTER LINE OF THE 100 FOOT RIGHT OF WAY OF THE SOUTHERLY CALIFORNIA RAILWAY, (NOW THE ATCHISON, TOPEKA AND SANTA FE RAILWAY), 186.32 FEET TO RAILWAY SURVEY STATION 1256 PLUS 91.5 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY, SAID LAST MENTIONED RAILWAY SURVEY STATION BEING THE END OF SAID CURVE HAVING A RADIUS OF 5639.65 FEET; THENCE NORTH 75 DEGREES 29 MINUTES 45 SECONDS EAST, PARALLEL WITH AND 90 FEET NORTHERLY FROM THE CENTER LINE OF THE 100 FOOT RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY, 282 FEET TO RAILWAY SURVEY STATION 1259 PLUS 73.5 OF THE SURVEYED CENTER LINE OF

THE LOS ANGELES INTER-URBAN RAILWAY, SAID LAST MENTIONED RAILWAY STATION BEING IN THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED FROM J.C. PRESTON, ET UX, TO EMMA J. GORDON RECORDED IN BOOK 972, PAGE 59 OF DEEDS, RECORDS OF SAID COUNTY, AND NORTH 0 DEGREES 19 MINUTES 45 SECONDS EAST 537.3 FEET, MORE OR LESS, FROM A POINT IN THE SOUTH LINE OF SAID SECTION 25, DISTANT EASTERLY ALONG SAID SOUTH LINE 453.8 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SAID SECTION 25.

THE SIDE LINE OF SAID 80 FOOT STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED SO AS TO TERMINATE AT THE WESTERLY END IN THE WEST LINE OF SAID SECTION 25, AND AT THE EASTERLY END IN THE EASTERLY LINE OF SAID LAND DESCRIBED IN SAID DEED TO EMMA J. GORDON.

PARCEL B: 8625-22-18

A STRIP OF LAND EIGHTY (80) FEET IN WIDTH, SITUATE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND BEING A PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP 1 NORTH RANGE 10 WEST, SAN BERNANDINO AND MERIDIAN, SAID STRIP OF LAND EIGHTY (80) FEET IN WIDTH BEING MORE PARTICULARLY DESCRIBED AS BEING FORTY (40) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY, TO WIT:

BEGINNING AT RAILWAY SURVEY STATION 1259+73.5 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY SAID RAILWAY SURVEY STATION BEING IN THE WESTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED BY J.G. PRESTON ET UX TO JOHN G. KING BY DEED RECORDED IN BOOK 208 OF DEEDS, RECORDS OF LOS ANGELES COUNTY CALIFORNIA AT PAGE 322 THEREOF AND NORTH 0 DEGREES 19 MINUTES 45 SECONDS EAST FIVE HUNDRED THIRTY SEVEN AND THREE TENTHS (537.3) FEET, MORE OR LESS FROM A POINT SAID LAST MENTIONED POINT BEING IN THE SOUTHERLY LINE OF ABOVE MENTIONED SECTION TWENTY-FIVE (25) AND EASTERLY ALONG SAID SOUTHERLY LINE FOUR HUNDRED FIFTY THREE AND EIGHT TENTHS (453.8) FEET MORE OR LESS FROM THE SOUTHWEST CORNER OF SAID SECTION TWENTY FIVE (25); THENCE FROM SAID POINT OF BEGINNING NORTH 75 DEGREES 29 MINUTES 45 SECONDS EAST PARALLEL TO AND NINETY (90) FEET NORTHERLY FROM THE CENTER LINE OF THE ONE HUNDRED (100) FOOT RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY SIX HUNDRED EIGHTY FOUR AND FIVE TENTHS (684.5) FEET TO RAILWAY SURVEY STATION 1266+58 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY SAID LAST MENTIONED RAILWAY SURVEY STATION BEING IN THE EASTERLY LINE OF SAID LAND CONVEYED BY J.C. PRESTON ET UX TO JOHN C. KING AND NORTH 0 DEGREES 12 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY LINE SEVEN HUNDRED THIRTEEN (713) FEET, MORE OR LESS FROM THE SOUTHERLY LINE OF ABOVE MENTIONED SECTION TWENTY-FIVE (25).

EXCEPT THEREFROM ALL MINERAL ESTATE IN THE PROPERTY DESCRIBED LYING NOT LESS THAN 500 FEET BENEATH THE NATURAL SURFACE. FOR PURPOSES OF THIS RESERVATION THE MINERAL ESTATE SHALL INCLUDE ALL SUBSTANCES WHICH HAVE BEEN DISCOVERED OR WHICH MAY IN THE FUTURE BE DISCOVERED UPON OR UNDER THE PROPERTY DESCRIBED, WHICH ARE NOW OR MAY IN THE FUTURE BE VALUABLE, AND WHICH ARE NOW OR MAY BE IN THE FUTURE ENJOYED THROUGH EXTRACTION FROM THE PROPERTY DESCRIBED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MINERAL ESTATE SHALL INCLUDE ALL FORMS OF GEOTHERMAL ENERGY, ALL COAL, ALL GASES, ALL HYDROCARBON SUBSTANCES, ALL FISSIONABLE MATERIALS, ALL METALLIC MINERALS, AND ALL NON-METALLIC MINERALS. NOTWITHSTANDING OWNERSHIP OF THE MINERAL ESTATE, NEITHER GRANTOR NOR ITS SUCCESSORS OR ASSIGNS SHALL HAVE THE RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY DESCRIBED FOR THE PURPOSE OF EXTRACTING ANY CONSTITUENTS OF THE MINERAL ESTATE. GRANTOR RESERVES THE RIGHT, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, (1) TO EXTRACT THE CONSTITUENTS OF THE MINERAL ESTATE FROM THE PROPERTY DESCRIBED BY MEANS OF WELLS, SHAFTS, TUNNELS OR OTHER SUBSURFACE ACCESSES MAY BE CONSTRUCTED, DRILLED OR DUG ON OR FROM OTHER LAND AND WHICH MAY PENETRATE INTO THE PROPERTY DESCRIBED BELOW A DEPTH OF 500 FEET, AND (2) TO EXCAVATE, CONSTRUCT, MAINTAIN, AND OPERATE SUBSURFACE FACILITIES BELOW A DEPTH OF 500 FEET OF THE PROPERTY DESCRIBED FOR THE EXTRACTION OF THE CONSTITUENTS OF THE MINERAL ESTATE SO LONG AS THE SUBSURFACE FACILITIES DO NOT UNREASONABLY INTERFERE WITH THE USE AND ENJOYMENT OF THE SURFACE ESTATE IN THE DESCRIBED LAND. AS SHOWN IN DEED RECORDED DECEMBER 1, 1986 AS INSTRUMENT NO. 86-1654730.

PARCEL C: 8625-22-18 (PTN.)

A STRIP OF LAND EIGHTY (80) FEET IN WIDTH, SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND BEING A PORTION OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 1 NORTH RANGE 10 WEST SAN BERNARDINO AND MERIDIAN SAID STRIP OF LAND EIGHTY (80) FEET IN WIDTH BEING MORE PARTICULARLY DESCRIBED AS BEING FORTY (40) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED SURVEYED CENTER LINE OF THE LOS ANGELES INTER URBAN RAILWAY TO WIT:

BEGINNING AT RAILWAY SURVEY STATION 1266+58 OF THE SURVEY CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY, SAID RAILWAY SURVEY STATION BEING IN THE EASTERLY LINE OF THAT CERTAIN PIECE OR PARCEL OF LAND CONVEYED BY J.C. PRESTON AND MARY L. PRESTON TO JOHN C. KING BY DEED RECORDED IN BOOK 208 OF DEEDS, RECORDS OF LOS ANGELES COUNTY CALIFORNIA, AT PAGE 322 THEREOF AND NORTH 0 DEGREES 12 MINUTES 30 SECONDS EAST, SEVEN HUNDRED THIRTEEN (713) FEET MORE OR LESS FROM A POINT, SAID LAST MENTIONED POINT BEING IN THE SOUTH LINE OF ABOVE

MENTIONED SECTION 25 AND EASTERLY ALONG SAID SOUTH LINE OF SECTION 25 ELEVEN HUNDRED FIFTEEN AND THREE TENTHS 1115.3 FEET MORE OR LESS, FROM THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE FROM SAID POINT OF BEGINNING NORTH 75 DEGREES 29 MINUTES 45 SECONDS EAST, PARALLEL TO AND NINETY (90) FEET NORTHERLY FROM THE CENTER LINE OF THE ONE HUNDRED (100) FOOT RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY SIX HUNDRED EIGHTY-TWO AND SEVEN TENTHS (682.7) FEET TO RAILWAY SURVEY STATION 1273+40.7 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY SAID LAST MENTIONED RAILWAY SURVEYED STATION BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 4673.75 FEET; THENCE EASTERLY ALONG SAID CURVE CONCAVE TO THE SOUTH CONTINUING PARALLEL TO AND NINETY (90) FEET, NORTHERLY FROM THE CENTER LINE OF THE ONE HUNDRED 100 FOOT RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY, TWO HUNDRED TEN AND EIGHT TENTHS 210.8 FEET TO RAILWAY SURVEY STATION 1275+51.5 OF THE SURVEYED CENTER LINE OF THE LOS ANGELES INTER-URBAN RAILWAY SAID LAST MENTIONED RAILWAY SURVEY STATION BEING IN THE WESTERLY LINE OF THE CERTAIN PIECE OR PARCEL OF LAND CONVEYED BY THE PACIFIC LAND AND IMPROVEMENT COMPANY TO EMMA J. GORDON, AND JOHN T. GORDON BY DEED RECORDED IN BOOK 822 OF DEEDS, RECORDS OF LOS ANGELES COUNTY CALIFORNIA, AT PAGE 41 THEREOF, AND NORTH 0 DEGREES 24 MINUTES 15 SECONDS EAST, NINE HUNDRED THIRTY FOUR AND FIVE TENTHS 934.5 FEET, MORE OR LESS, FROM THE SOUTHERLY CORNER OF SAID LAND CONVEYED TO EMMA J. GORDON AND JOHN T. GORDON.

EXCEPT THEREFROM ALL MINERAL ESTATE IN THE PROPERTY DESCRIBED LYING NOT LESS THAN 500 FEET BENEATH THE NATURAL SURFACE. FOR PURPOSES OF THIS RESERVATION THE MINERAL ESTATE SHALL INCLUDE ALL SUBSTANCES WHICH HAVE BEEN DISCOVERED OR WHICH MAY IN THE FUTURE BE DISCOVERED UPON OR UNDER THE PROPERTY DESCRIBED, WHICH ARE NOW OR MAY IN THE FUTURE BE VALUABLE, AND WHICH ARE NOW OR MAY BE IN THE FUTURE ENJOYED THROUGH EXTRACTION FROM THE PROPERTY DESCRIBED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MINERAL ESTATE SHALL INCLUDE ALL FORMS OF GEOTHERMAL ENERGY, ALL COAL, ALL GASES, ALL HYDROCARBON SUBSTANCES, ALL FISSIONABLE MATERIALS, ALL METALLIC MINERALS, AND ALL NON-METALLIC MINERALS.

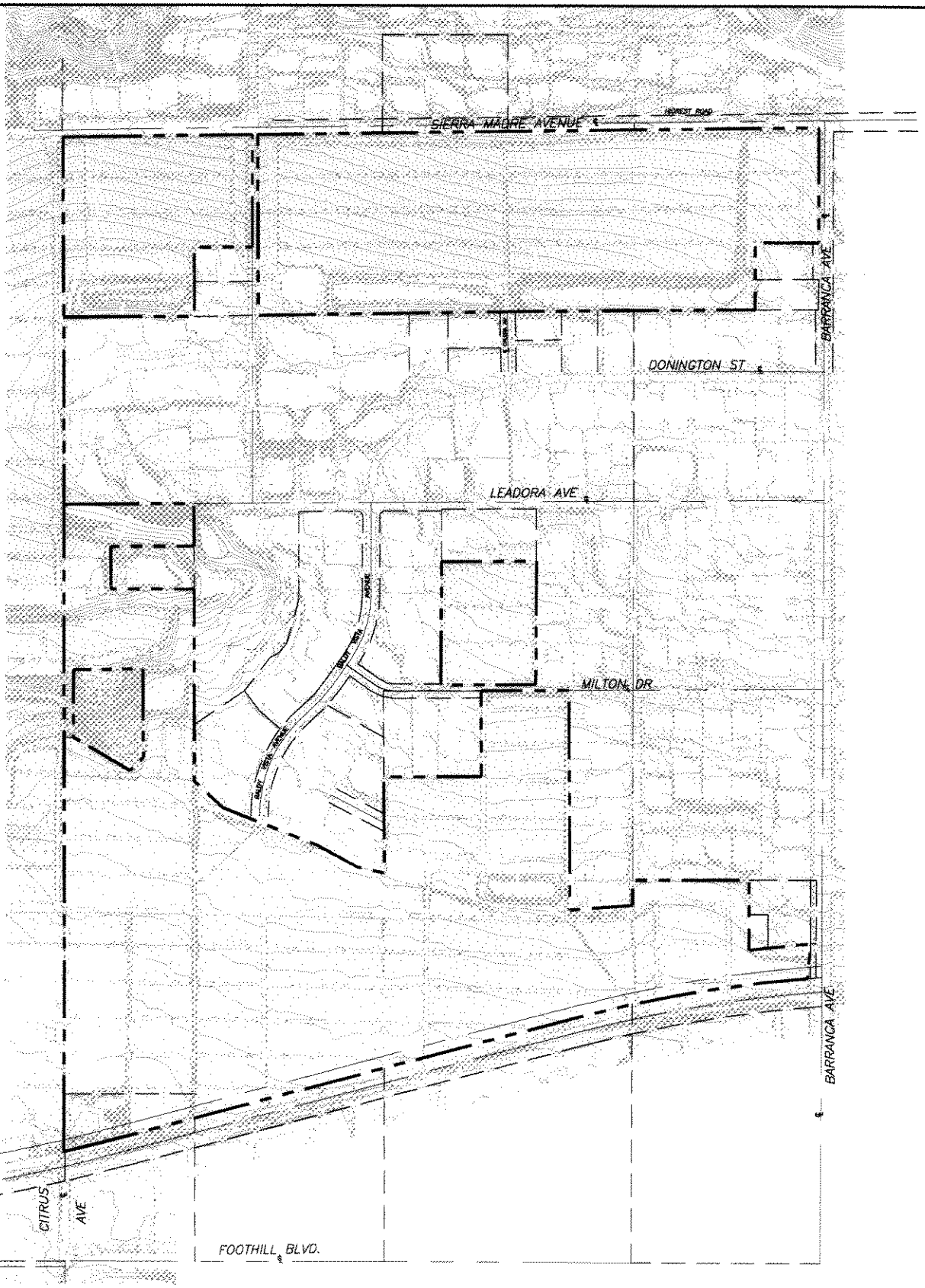
NOTWITHSTANDING OWNERSHIP OF THE MINERAL ESTATE, NEITHER GRANTOR NOR ITS SUCCESSORS OR ASSIGNS SHALL HAVE THE RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY DESCRIBED FOR THE PURPOSE OF EXTRACTING ANY CONSTITUENTS OF THE MINERAL ESTATE. GRANTOR RESERVES THE RIGHT, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, (1) TO EXTRACT THE CONSTITUENTS OF THE MINERAL ESTATE FROM THE PROPERTY DESCRIBED BY MEANS OF WELLS, SHAFTS, TUNNELS OR OTHER SUBSURFACE ACCESSES WHICH MAY BE CONSTRUCTED, DRILLED OR DUG ON OR FROM OTHER LAND AND WHICH MAY PENETRATE INTO THE PROPERTY DESCRIBED BELOW A DEPTH OF

500 FEET, AND (2) TO EXCAVATE, CONSTRUCT, MAINTAIN, AND OPERATE SUBSURFACE FACILITIES BELOW A DEPTH OF 500 FEET OF THE PROPERTY DESCRIBED FOR THE EXTRACTION OF THE CONSTITUENTS OF THE MINERAL ESTATE SO LONG AS THE SUBSURFACE FACILITIES DO NOT UNREASONABLY INTERFERE WITH THE USE AND ENJOYMENT OF THE SURFACE ESTATE IN THE DESCRIED LAND. AS SHOWN IN DEED RECORDED DECEMBER 1, 1986 AS INSTRUMENT NO. 86-1654730.

PARCEL 18: 8625-22-1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, APRIL 3, 1876, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-INCH PIPE SET AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 0 DEGREES 05 MINUTES WEST ALONG THE WEST LINE OF SAID SECTION 277.49 FEET TO A 3/4-INCH PIPE SET ON THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, 100 FEET WIDE, BEING A POINT ON A CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE AT SAID POINT BEARING NORTH 12 DEGREES 42 MINUTES WEST 5779.65 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 17.07 FEET, TO A 3/4-INCH PIPE; THENCE SOUTH 0 DEGREES 05 MINUTES EAST 281.35 FEET TO A SPIKE SET ON THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 48 MINUTES WEST 17 FEET TO THE POINT OF BEGINNING.



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GRAPHIC SCALE: 1"=400'

GLENDORA PROPERTY
MONROVIA NURSERY

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14725 ALTON PARKWAY
IRVINE, CALIFORNIA 92618-2027
949.472.3505 • FAX 949.472.8373 • www.RBF.com

ROSEDALE

EXHIBIT A1

JANUARY 12, 2006

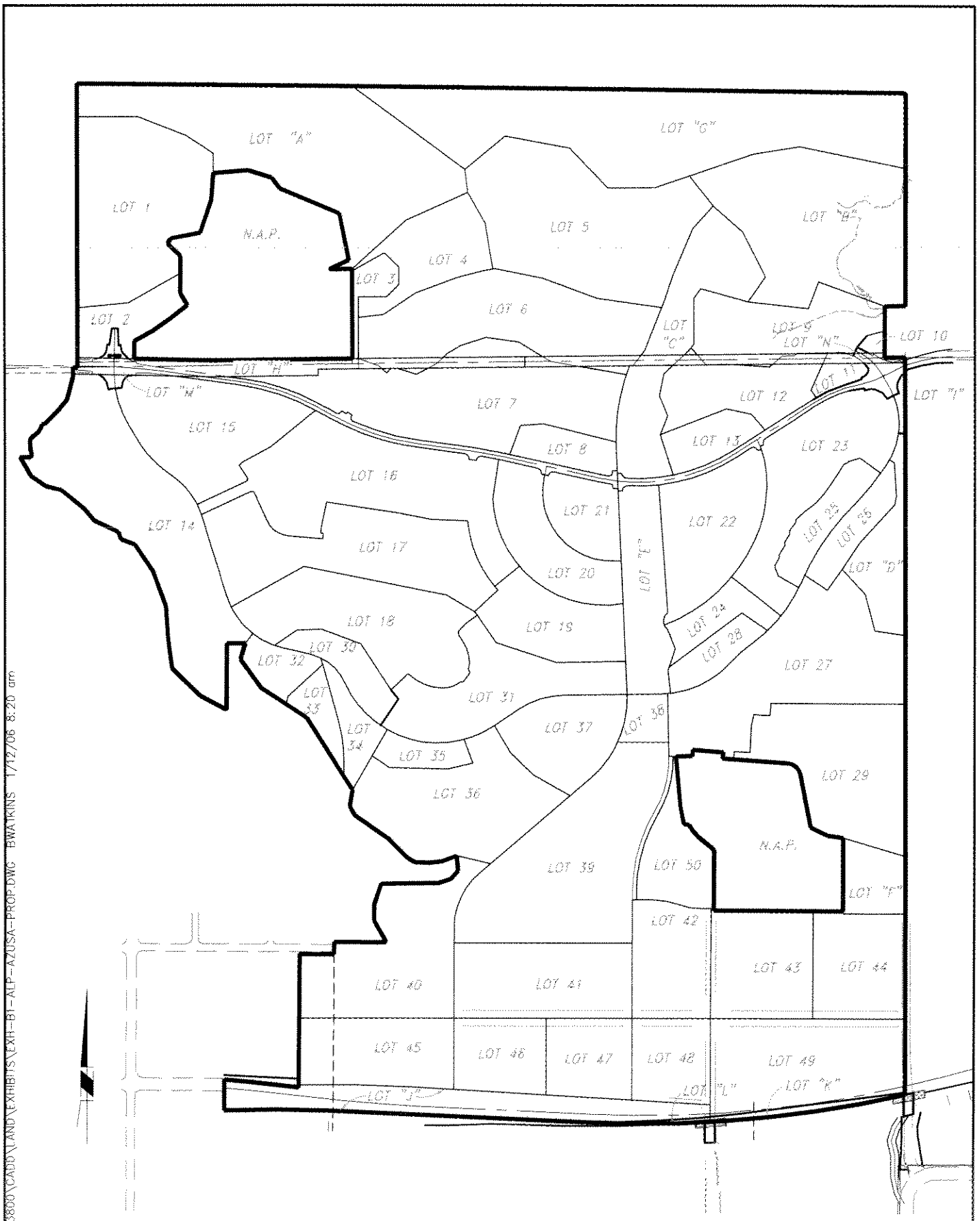
EXHIBIT B
LEGAL DESCRIPTION

"AZUSA PROPERTY"

THAT CERTAIN PROPERTY LOCATED IN THE CITY OF AZUSA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS:

LOTS 1 THROUGH 50 AND LOTS A THROUGH N OF TRACT NO. 062150, AS SHOWN ON A MAP FILED IN BOOK 1311-28-50, RECORDS OF SAID COUNTY OF LOS ANGELES, RECORDED DECEMBER 7, 2005.

AS DEPICTED ON EXHIBIT B-1



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AZUSA PROPERTY
AZUSA LAND PARTNERS
ROSEDALE

EXHIBIT B1

JANUARY 12, 2006

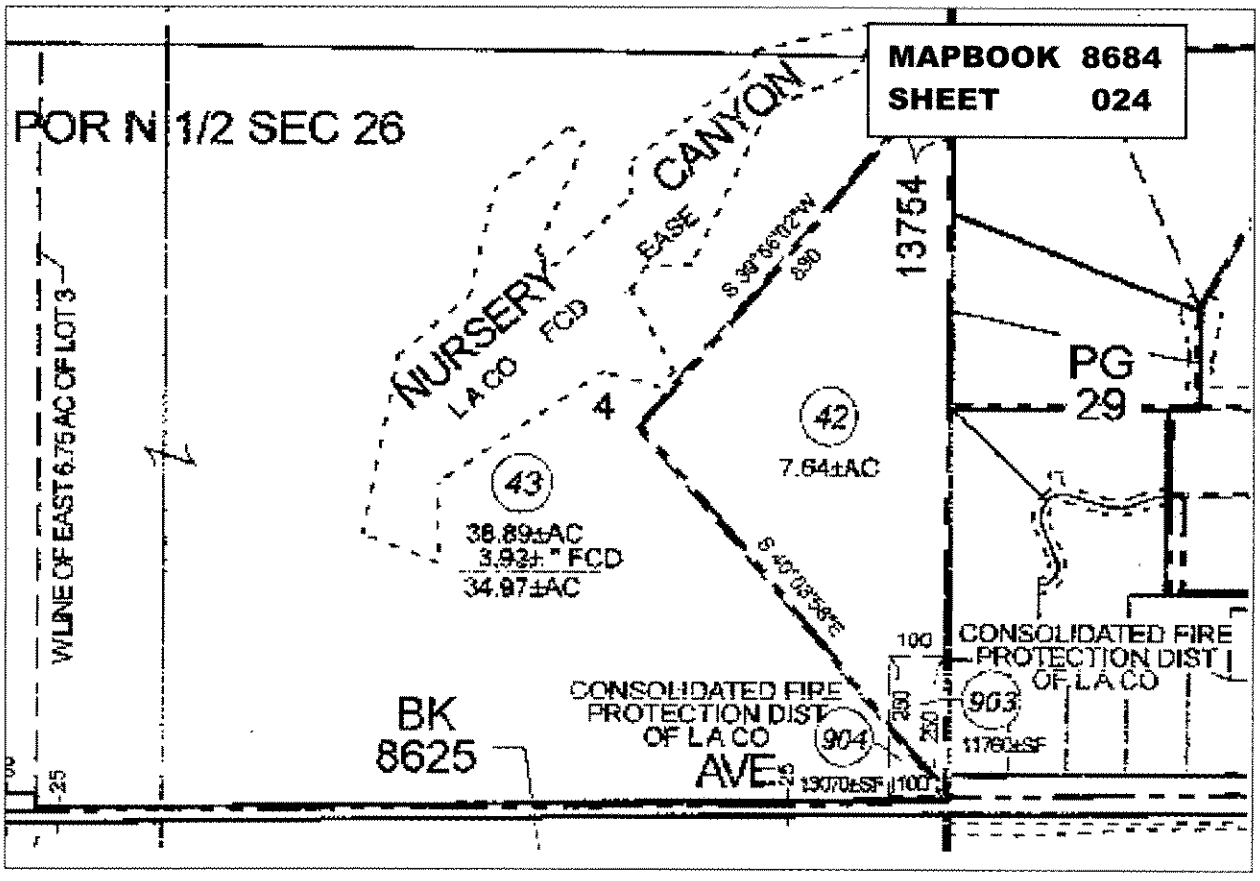
EXHIBIT C
DESCRIPTION OF EXISTING FIRE STATION 97

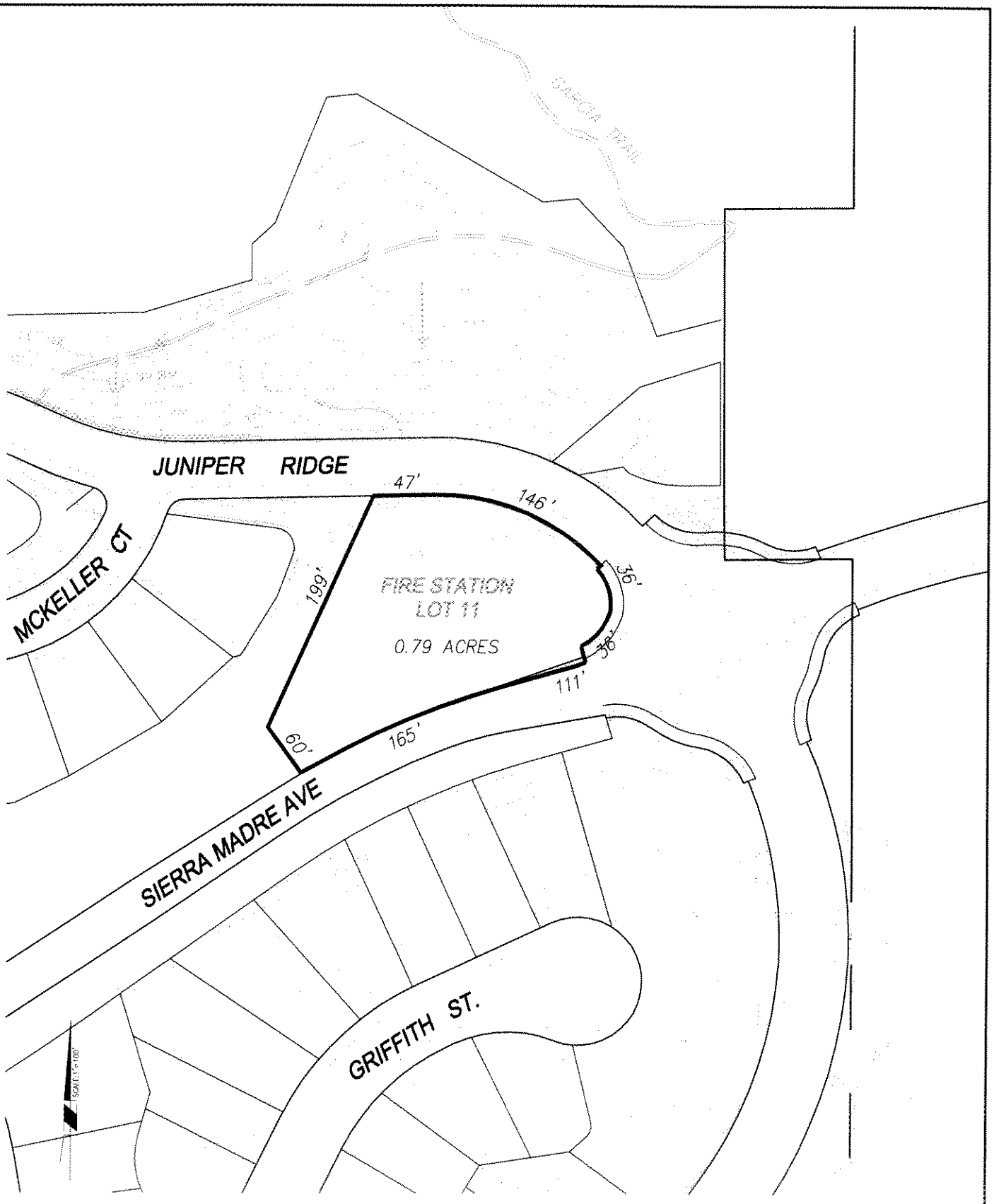
CONSISTING OF TWO LEGAL PARCELS:

APN. 8684-024-903 – POR OF LOT 4 IN N 1/2 OF SEC 26 T1N R10W
APN. 8684-024-904 – POR OF LOT 4 IN N 1/2 OF SEC 26 T1N R10W

REAL PROPERTY IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES: AN UNDIVIDED 6/7 INTEREST IN AND TO THE EASTERLY 100 FEET OF THE SOUTHERLY 250 FEET OF LOT 4 IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 10 WEST, SBB&M, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 6, 1876.

REAL PROPERTY IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES: AN UNDIVIDED 1/7 INTEREST IN AND TO THE EASTERLY 100 FEET OF THE SOUTHERLY 250 FEET OF LOT 4 IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 10 WEST, SBB&M, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE APRIL 6, 1876.





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FIRE STATION PROPERTY

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ROSEDALE

EXHIBIT D

JANUARY 13, 2006

EXHIBIT E

The District shall provide, install and fund the following furnishings, fixtures and equipment:

Furniture:
Dining Table and Chairs
Recliners
TVs
Desks (non-built-in) and Desk Chairs
Modular Furniture
File Cabinets
Beds

Fixtures and Equipment:

MDT
SCU Printer
Communications Cabling and Antennae (Owner to install/construct conduit for communications cabling)
Above-Ground Fuel Tanks, Dispenser and Canopy (Owner to engineer/construct, including utilities, an area for installation of fuel tanks; cost to purchase and install the tanks, dispenser, and canopy shall be District's)
Hose Tower
Hose Storage Racks

Air Compressor
Ice Machine
Clothes Washer
Clothes Dryer
Vending Machine(s)
Photocopier

EXHIBIT F

COUNTY OF LOS ANGELES FIRE DEPARTMENT
"FIRE STATION SITE REQUIREMENTS"

1. Grading of the FIRE STATION SITE must meet the following requirements: The pad shall be graded to +/- 0.1 and tops and toes of slopes to +/- 0.3. The site is to be graded in relation to the street or streets which front the site such that the emergency vehicle egress driveway can be constructed with a maximum 2% slope and the return driveway can be constructed with a maximum 5% slope. The above driveways begin at the fronting public street and become level at an imaginary 40-foot setback.
2. A two-inch diameter domestic water line installed to a DISTRICT approved meter location with a jumper and meter box. Point of connection shall extend into the FIRE STATION SITE a minimum of 5'0" from Back of Curb (BOC). OWNER will obtain and provide the DISTRICT with a Will Serve letter from the water purveyor.
3. A one-inch irrigation water line (reclaimed if available) installed to a DISTRICT approved meter location with a jumper and meter box. Point of connection shall extend into the FIRE STATION SITE a minimum of 5'0" from the BOC. OWNER will obtain and provide the DISTRICT with a Will Serve letter from the water purveyor.
4. A six-inch diameter fire sprinkler service line installed to a DISTRICT approved location. Point of connection shall extend into the FIRE STATION SITE a minimum of 5'0" from the BOC, with a shut-off valve located within a public street.
5. A sewer lateral (fixture count to be provided by the DISTRICT) installed to a DISTRICT approved location. Point of connection shall extend into the FIRE STATION SITE a minimum of 5'0" from the BOC. OWNER will obtain and provide the DISTRICT with a Will Serve letter from the permitting agency.
6. A storm drain connection (sized to accommodate both onsite and offsite drainage) installed to a DISTRICT approved location. The invert of the storm drain pipe must be at an elevation that allows for collection of all surface flows and piped drainage systems. Point of connection shall extend into the FIRE STATION SITE a minimum of 5'0" behind the BOC.
7. Electric (loading to be provided by the DISTRICT), telephone (number of pairs to be provided by the DISTRICT), television cable, fiber optics (if available) and gas connections stubbed to DISTRICT approved locations. Points of connections shall extend into the FIRE STATION SITE a minimum of 5'0" from the BOC.
8. All offsite street improvements adjacent to the FIRE STATION SITE which at a minimum shall include curbs, gutters, sidewalks, driveway approaches (maximum of 3), traffic signs, street lights and median breaks with turn lanes at both the emergency vehicle egress driveway and the emergency vehicle ingress driveway.
9. The Completion of a Phase I Site Assessment and, if warranted, a Phase II Site Assessment, and removal or remediation of any hazardous materials located in, upon, or on the FIRE STATION SITE, as required by all applicable Federal, State and local laws (to be provided at the completion of all required site improvements).
10. Proof of full compliance with the "California Environmental Quality Act" for the development and operational impacts of a first responder fire station.

11. Remediation of any defects of the property to the satisfaction of the DISTRICT.
12. Any other requirements as reasonably determined by the DISTRICT that are necessary before construction of a fire station can begin on the FIRE STATION SITE.
13. The FIRE STATION SITE shall be free of any soils and geological hazards and must be located outside of the Los Angeles County 50-year capital flood zone. The soils and geology reports must include language that states that the site has met the requirements of the California Geological Survey (CGS) – Note 48 "Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and essential Services Buildings".
14. The FIRE STATION SITE shall be free of easements, except as expressly approved by the DISTRICT. The developer must provide the DISTRICT with a preliminary title report for the FIRE STATION SITE.