

Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Brock Ladewig Deputy Director

January 18, 2018

TO:

Beach Commission

FROM: Gary Jones, Director

SUBJECT: BEACH COMMISSION AGENDA - January 24, 2018

Enclosed is the agenda for your meeting of January 24, 2018, along with the enclosed November 29, 2017 meeting minutes, reports related to Agenda Items 4A, 5A, 5B, 5C, and the Beach Commission Attendance Report.

Please call me if you have any questions or need additional information.

GJ:CB:ms

**Enclosures** 



# Beach Commission



Phone: (424) 526-7900 Fax: (310) 822-0119
Web Page: http://beaches.lacounty.gov



#### AGENDA

Meeting of the Beach Commission January 24, 2018 9:30 a.m.

Burton Chace Park Community Room 13650 Mindanao Way Marina del Rey, CA 90292

#### 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

#### 2. APPROVAL OF MINUTES

November 29, 2017

#### 3. OLD BUSINESS

A. Venice Lifeguard Headquarters Status (DISCUSSION)
B. Election of Chair and Vice Chair (ACTION)
C. Measure A Update (VERBAL REPORT)

#### 4. **NEW BUSINESS**

A. Royal Palms/Sanitation District Acquisition (ACTION)
B. Winter/Storm Preparation Update (PRESENTATION)

#### 5. STAFF REPORTS

A. Ongoing Activities Report
Board Actions on Items Relating to Beaches
B. Beach Special Events/Activities
(REPORT)
C. Operational Services Division Report
(REPORT)

Margaret Levy, Chair Jeff Duclos, Vice-Chair Robert Bartlett
Jonathan M. Beutler
Kathryn E. Campbell
Leslie Cortez
Rosi Dagit
Laura Emdee

Regarding Beach Maintenance

Teresa Furey Keren M. Goldberg Ginny Kruger Al Lay Cris B. Liban Peter R. Olpe Francine Oschin Anthea Raymond Scott Sachs Bruce Saito D. Lifeguard Report

(VERBAL REPORT)

- 6. COMMISSIONER COMMENTS
- 7. COMMUNICATION FROM THE PUBLIC
- 8. **NEXT MEETING DATE & LOCATION**

Wednesday, February 28, 2018, 9:30 a.m. at Burton Chace Park Community Room, 13650 Mindanao Way, Marina del Rey, CA 90292.

#### **PLEASE NOTE:**

- 1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 § 2 (part), 1993), relating to lobbyists. Any person who seeks support or endorsement from the Beach Commission on any official actions must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.
- 2. The agenda will be posted on the Internet and displayed at the following locations at least 72 hours preceding the meeting date:

Department of Beaches and Harbors' Website Address: marinadelrey.lacounty.gov

Department of Beaches and Harbors Marina del Rey Information Center

Administration Building 4701 Admiralty Way

13837 Fiji Way Marina del Rey, CA 90292 Marina del Rey, CA 90292

Burton Chace Park Community Room Lloyd Taber – Marina del Rey Library

13650 Mindanao Way 4533 Admiralty Way Marina del Rey, CA 90292 Marina del Rey, CA 90292

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9546.

ADA ACCOMMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disability Act) Coordinator at (310) 305-9538 (Voice)

or (TTY/TDD) users, please call the California Relay Service at 711. The ADA coordinator may be reached by email at rstassi@bh.lacounty.gov.

# COUNTY OF LOS ANGELES BEACH COMMISSION MINUTES OF NOVEMBER 29, 2017, MEETING

#### **COMMISSIONERS PRESENT**

Margaret Levy, Chair
Jeff Duclos, Vice Chair
Al Lay
Anthea Raymond
Bruce Saito
Cris B. Liban
Jonathan M. Beutler
Kathryn E. Campbell
Keren M. Goldberg
Laura Emdee
Peter R. Olpe
Robert Bartlett

#### **ABSENCES**

Francine Oschin Leslie Cortez Rosi Dagit Scott Sachs Teresa Furey Virginia Kruger

#### STAFF PRESENT

Gary Jones, Director

John Kelly, Deputy Director, Facilities/Capital Projects/Maintenance/Traffic Planning/Harbor Engineering Bureau

Kenneth Foreman, Division Chief, Operational Services Division
Carol Baker, Division Chief, Community & Marketing Services Division
Fernando Boiteux, Assistant Chief, Lifeguard Division, Los Angeles County Fire
Department

Christina Angeles, Principal Deputy, County Counsel

#### **GUEST SPEAKERS**

Margot Griswold, Ph.D., Senior Restoration Ecologist Craig W. Cadwallader

#### **MEETING LOCATION**

Burton W. Chace Park Community Room

#### 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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Chair Margaret Levy called the meeting to order at 9:37 a.m. Chair Levy asked Commissioner Al Lay to lead everyone in the Pledge of Allegiance.

#### 2. APPROVAL OF MINUTES

Chair Levy asked for approval of the October 25, 2017, minutes. Commissioner Bruce Saito so moved; Commissioner Kathryn Campbell seconded.

The minutes were unanimously approved.

Ayes: 12 - Chair Levy, Vice Chair Duclos, Bartlett, Beutler, Campbell, Emdee, Goldberg, Lay, Liban Olpe, Raymond, Saito

#### 3. OLD BUSINESS

#### A. VENICE LIFEGUARD HEADQUARTERS STATUS

Deputy Director John Kelly indicated that the Department continues to prepare a cost estimate for the scoping and conceptual schematic design and alternatives for the lifeguard headquarters building at Venice Beach.

#### 4. **NEW BUSINESS**

#### A. THE LOS ANGELES AUDUBON SOCIETY

Commissioner Campbell introduced Senior Restoration Ecologist Margot Griswold, Ph.D. Dr. Griswold gave a PowerPoint presentation about the Los Angeles Audubon Society's activities to protect birds and other local wildlife in the Los Angeles area.

#### B. SURFRIDER FOUNDATION

Vice Chair Jeff Duclos introduced Craig W. Cadwallader of the Surfrider Foundation's South Bay chapter.

Mr. Cadwallader presented a PowerPoint on the Surfrider Foundation and some of its projects.

Commissioner Keren Goldberg asked about the organization's relationship with the City of Malibu. She also asked what the Commission can do to support the Surfrider Foundation.

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Mr. Cadwallader said that in the Malibu area, the organization tries to work closely with local elected officials.

Commissioner Robert Bartlett asked about the Malibu Ridge Dam plan. Mr. Cadwallader said that the Foundation would like to see the dam removed and the sediment behind it used to renourish area beaches, such as Broad Beach.

Ms. Patricia McPherson, a member of the public, asked about beach erosion. Mr. Cadwallader explained that it is a complicated issue. Commissioner Cris Liban shared that Dr. Mel Suffet from UCLA has done work on the Malibu Lagoon and may be able to provide additional information.

Commissioner Goldberg asked if the Foundation is campaigning to educate the public on the severity of the plastic problem in the ocean. Mr. Cadwallader said the foundation works with several partners on projects like the push to ban single-use plastic bags and plastic straws.

Ms. Kathy Knight expressed her concerns about the Ballona Wetlands Restoration Project draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR). She asked that the EIS/EIR include a study of freshwater options.

Mr. Robert Van de Hoek complimented the Department on the protective enclosure for the western snowy plover on Dockweiler State Beach.

Ms. McPherson commented that the organizations listed in the Surfrider Foundation's presentation were not part of efforts to restore the Ballona wetlands over the past 20 years. She also expressed concern about the Ballona Wetlands Restoration Project draft EIS/EIR.

Ms. Marcia Hanscom commended the Department for the least tern and snowy plover enclosures. She suggested the Commission hold a public hearing on the Ballona Wetlands Restoration Project.

Mr. Ben Hamilton expressed his concerns about Surfrider Foundation projects and a variety of other issues.

Ms. Jeanette Vosberg asked Mr. Cadwallader about earth friendly gardens and how they could bring clean water into the Ballona wetlands. Mr. Cadwallader said that his presentation was not on Ballona but on projects in which that the South Bay and Los Angeles Chapters are involved. He also said that the Foundation has an ocean friendly gardens program.

Mr. Robert Van de Hoek commented on Broad Beach, the Ballona wetlands, NRG Plant and potential desalination, and ocean friendly gardens, among other items.

#### C. BEACH COMMISSION 2017 ANNUAL REPORT

Ms. Baker presented a draft of the Beach Commission 2017 Annual Report. The report was approved, with minor edits, for submission to the Board of Supervisors.

#### D. COMMISSION NOMINATING COMMITTEE

Ms. Baker explained the nomination process for the Vice Chair and invited Commissioners to be part of the nominating committee. She noted that Commissioner Rosi Dagit had already volunteered to be part of the committee. Chair Levy and Commissioners Emdee, Bartlett and Liban also volunteered.

#### 5. **STAFF REPORTS**

#### A. ONGOING ACTIVITIES REPORT

Ms. Baker submitted the written report.

Director Gary Jones shared that the Board gave him the authority to negotiate an interim agreement with the existing concessionaire at Will Rogers State Beach. The agreement will allow Gladstones to remain open throughout the request for proposals (RFP) process.

Commissioner Bartlett asked if the Commission will have input in regards to the interim agreement. Mr. Jones responded that the Board has provided him the authority to negotiate with the concessionaire and that the Commission will not have input on the interim agreement.

Commissioner Anthea Raymond asked if the current concessionaire has expressed interest in becoming the new concessionaire. Mr. Jones said that the current concessionaire has not expressed interest, and that the Department received four proposals in response to the RFP.

Chair Levy asked about the criteria for parking fee waivers for events. Mr. Jones said the question is better suited to the individual Board offices because the Department only provides information based on current fees as requested by the Board. The Department does not get reimbursed for waived fees.

#### B. BEACH AND MARINA DEL REY SPECIAL EVENTS

Ms. Baker submitted the written report.

#### C. OPERATIONAL SERVICES DIVISION REPORT

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Mr. Foreman submitted the written report.

Commissioner Liban thanked Mr. Foreman for his Division's support of a local Boy Scout project to beautify the entrance to Dockweiler State Beach.

Commissioner Emdee thanked Mr. Foreman's staff and the lifeguards for attending an event dedicating a memorial bench in Redondo Beach.

#### D. LIFEGUARD REPORT

Assistant Chief Fernando Boiteux delivered his verbal report.

Commissioner Bartlett asked Chief Boiteux about a new lifeguard service system for Los Angeles County beaches. Chief Boiteux explained that there are four levels of service, with increased staffing at each level. Commissioner Bartlett complimented Chief Boiteux and said that the beaches will be better served under the new system.

Commissioner Bartlett also asked about public safety on the beaches. Chief Boiteux responded that nothing has changed—lifeguards on duty are still required to enforce ordinances. If necessary, the lifeguards will contact law enforcement. Mr. Jones said that public safety is an ongoing concern, and that the Department's Code Enforcement officers, as well as contract security personnel, can issue citations and act as liaisons between patrons and local law enforcement.

Commissioner Lay asked if there was a stingray problem in Los Angeles County. Chief Boiteux said the number of people stung by stingrays has increased, partially because the water is less polluted, allowing the stingray population to grow. Chief Boiteux said the lifeguards have been using social media to educate the public about avoiding stingray injuries.

Commissioner Bartlett expressed concerns about the erosion, potholes and narrow road that goes down to Royal Palms/White Point beaches. He suggested widening the road. Mr. Jones said that this area is being carefully assessed by the Department.

#### 6. <u>COMMISSIONER COMMENTS</u>

Commissioner Campbell wished audience member Jonathan Coffin, a local naturalist and wildlife photographer, a happy birthday.

Chair Levy noted that it was also Commissioner Goldberg's birthday.

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Commissioner Campbell suggested the Commission form a small committee to investigate and provide recommendations for an extended planning session regarding the Commission's goals.

Commissioner Liban suggested a Commissioners' retreat to discuss short- and long-term functionalities of the Commission.

Commissioner Goldberg asked for a copy of an upcoming report to the Board of Supervisors regarding banning polystyrene. She also suggested hosting a hearing on the Ballona Wetlands Restoration Project.

Ms. Baker suggested that the Commission determine its priorities before deciding to hold any hearings. A discussion regarding the Commission's priorities and the need for long-range planning ensued.

#### 7. COMMUNICATION FROM THE PUBLIC

Ms. Marianne Tyler expressed concerns about the plans proposed in the draft EIS/EIR for the Ballona Wetlands Restoration Project. She requested that the Commission hold a hearing on the project.

Ms. Kathy Knight reiterated that the Commission should host a hearing on the Ballona Wetlands Restoration Project. She asked the Commission to request that the Department of California Fish and Wildlife extend the comment period on the draft EIS/EIR. She also asked if the Commissioners knew of any contacts who could order a study about a freshwater wetlands restoration alternative for the draft EIS/EIR.

Mr. Van de Hoek explained the wildlife connection between the Ballona wetlands and Dockweiler State Beach. He also said he has discovered a rare plant called the beach saltbush *atriplex leucophylla* within the snowy plover enclosure on Dockweiler State Beach. According to Mr. Van de Hoek, the beach saltbush, which was absent in the Los Angeles County area for about a half century, has returned because of the protective fencing.

Mr. Ben Hamilton applauded the dedication of the volunteers who work to restore the Ballona wetlands. He encouraged the Commission to look carefully at the connection between the estuaries, the beaches, and the harbors. He also spoke about beach erosion and littoral currents.

Ms. Hanscom informed the Commission about the upcoming Fish and Wildlife Commission hearing, where there would be a discussion about the parking lots on Fiji Way that were put together for the 1984 Olympics. These parking lots are on land that is part of the Ballona Wetlands Ecological Reserve property. She said the parking lots were supposed to be returned to their original habitat function after the Olympics.

Beach Commission Minutes Meeting of November 29, 2017 Page 7 of 10 Ms. McPherson said she agrees with Ms. Hanscom's comments.

The next Beach Commission Meeting is scheduled for January 24, 2018, at **BURTON CHACE PARK COMMUNITY ROOM located at 13650 Mindanao Way, Marina del Rey, California 90292.** 

#### <u>ADJOURNMENT</u>

Chair Levy adjourned the meeting at 12:11 p.m.

Respectfully Submitted,

Maria Wong Commission Secretary



Caring for Your Coast

**Gary Jones** 

Kerry Silverstrom

John Kelly

Brock Ladewig

January 24, 2018

TO:

**Beach Commission** 

FROM:

Gary Jones, Director

SUBJECT:

ITEM 4A - ROYAL PALMS BEACH-SALE OF LAND AND GRANT OF

EASEMENTS FROM THE COUNTY OF LOS ANGELES TO THE COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

The County Sanitation District No. 2 of Los Angeles County (District), in order to complete construction of a 7 mile long, 18-foot diamieter effluent tunnel, is proposing to acquire portions of County owned Royal Palms Beach in fee and as exclusive pertetual subsurface easements. The purchase price for the proposed sale is \$9,632 and \$525 for two easements. A right of entry permit will be issued for a temporary cosntruction area when the work begins at the beach several years from now. The cost of said permit will be a minimum of \$125,000 and be adjusted to the fair market value at the time the permit is required.

Your Commission endorsement of the recommendations in the draft Board letter attached is requested. Staff will inform your Commission should there be any material change made to this draft prior to submitting it to the Board of Supervisors for approval.

The recommended action will allow the Sanitatin District to provide adequate system capacity to meet future waste water needs as well as provide support for emerging recycled water reuse and biosolid beneficial use opportunities in fulfillment of Countywide Strategic Plan Goal 11.3.1 of improving water quality and increasing water supplies by promoting the recycled and reuse of local water resources.

GJ:CB:ms

**Attachments** 

#### **DRAFT**

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:

SALE OF SURPLUS LAND AND GRANT OF EASEMENTS
FROM THE COUNTY OF LOS ANGELES
TO THE COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY
ROYAL PALMS BEACH
PORTIONS OF ASSESSOR'S IDENTIFICATION NUMBERS
7563-005-907 AND 7563-002-908
IN THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)

#### **SUBJECT**

This action will allow the County of Los Angeles Department of Beaches and Harbors to sell portions of County fee-owned property and grant exclusive perpetual subsurface easements to County Sanitation District No. 2 of Los Angeles County at Royal Palms Beach in the San Pedro area of the City of Los Angeles.

#### IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency for the Clearwater Program Master Facilities Plan, consider the Environmental Impact Report prepared and adopted by the County Sanitation District No. 2 of Los Angeles County as lead agency for the project, together with any comments received during the public review period, certify that the Board has independently considered and reached its own conclusions regarding the environmental effects of the project as shown in the final Environmental Impact Report, and find that there are no further feasible alternatives or feasible mitigation measures within the Board's power that would substantially lessen or avoid any significant effects the project would have on the environment; and determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, of which findings and statement are adopted and incorporated herein by reference, as applicable.

- 2. Find that the fee interest in portions of County-owned property, identified as Assessor's Identification No. 7563-005-907, located in the City of Los Angeles, is no longer required for the purposes of the County of Los Angeles.
- 3. Find that the grant of exclusive perpetual subsurface easements for the new effluent outfall tunnel and appurtenant structures, including the right to drill, bore, place, construct, reconstruct, rehabilitate, inspect, use, operate, and maintain under, through, across, and along portions of County-owned property, identified as Assessor's Identification Nos. 7563-002-908 and 7563-005-907, located in the City of Los Angeles, will not interfere with the use of Royal Palms Beach for any purposes of the County of Los Angeles.
- 4. Find that the Purchase and Sale Agreement, for the purchase of portions of County owned property and exclusive perpetual subsurface easements for construction-related activities over County owned property along and within Assessor's Identification Nos. 7563-005-907 and 7563-002-908, in the City of Los Angeles, will not interfere with the use of the affected parcels by the County of Los Angeles.
- Approve the sale of fee interest in portions of Assessor's Identification No. 7563-005-907 from the County of Los Angeles to the County Sanitation District No. 2 of Los Angeles County.
- 6. Approve the grant of exclusive perpetual subsurface easements under, through, across, and along portions of Assessor's Identification Nos. 7563-002-908 and 7563-005-907 to the County Sanitation District No. 2 of Los Angeles County.
- 7. Authorize the Director of Beaches and Harbors to execute any grant deed and related documentation necessary to effectuate the sale of a portion of Assessor's Identification No. 7563-005-907.
- 8. Authorize the Director of Beaches and Harbors to execute any easement documents and related documentation necessary to effectuate the grant of easements under, through, across, and along portions of Assessor's Identification Nos. 7563-002-908 and 7563-005-907.
- 9. Instruct the Chairman of the Board to sign the Purchase and Sale Agreement between the County of Los Angeles and the County Sanitation District No. 2 of Los Angeles County.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board on behalf of the County of Los Angeles, to sell portions of County fee-owned property at Royal Palms Beach; and grant exclusive perpetual subsurface easement rights under, through, across, and along portions of County property (collectively referred to as "County Property"); as agreed between the Los Angeles County Department of Beaches and Harbors (County) and the County Sanitation District No. 2 of Los Angeles County (District).

The District owns real property adjacent to County Property at Royal Palms Beach that contains an existing tunnel and outfall system's manifold structure and appurtenances (collectively referred to as "District Property"). As part of the implementation of the District's Clearwater Program, the District will construct a new 7-mile long, 18-foot internal diameter effluent outfall tunnel and appurtenant structures from the Joint Water Pollution Control Plant (JWPCP), located in the City of Carson, to the District's Property and the existing ocean discharge system at Royal Palms Beach.

The District needs to acquire fee title to portions of County Property for the purpose of maintaining surface access to the construction area for the new effluent outfall tunnel (New Tunnel) and correct existing encroachments. The permanent subsurface easements are required to facilitate construction of the New Tunnel.

#### Implementation of Strategic Plan Goals

The District's Clearwater Program will provide adequate system capacity to meet future waste water needs, as well as provide support for emerging recycled water reuse and biosolid beneficial use opportunities. Assisting with this project allows the County to promote Countywide Strategic Plan Goal II.3.1 of improving water quality and increasing water supplies by promoting the recycle and reuse of local water resources.

#### FISCAL IMPACT/ FINANCING

The fair market value price for the easements is \$525 and the fair market value price for the sale of fee title is \$9,632. The fair market value (FMV) price for the right of entry permit will be a minimum of \$125,000, but adjusted to FMV at the time of issuance.

#### **Operating Budget Impact**

Upon your Board's approval of the proposed sale of surplus land and grant of easements, the Department of Beaches and Harbors will receive approximately \$10,157 in revenue. The revenue increase was not budgeted in the Fiscal Year 2017-18 Budget; therefore, the additional revenue will be accounted for as one-time over-realized revenue.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As part of the District's Clearwater Program, the District will construct a 7-mile long, 18-foot internal diameter tunnel to convey treated wastewater effluent from the District's JWPCP in the City of Carson to an existing manifold structure located on District's Property. The portion of the project affecting County Property involves permanent subsurface easements from County for the proposed effluent outfall tunnel; acquisition in fee of portions of County Property adjacent to District's Property in order to correct existing encroachments; and a temporary construction and staging area in front of the District's Property containing a manifold structure; granted by a right of entry permit. The Department of Beaches and Harbors has the delegated authority to execute the right of entry permit (permit), and will execute the permit closer to the time of construction.

The District proposed a Purchase and Sale Agreement to outline the scope of the Clearwater project, property rights to be acquired, and construction impacts; which are described in detail within the grant deed, and easement documents.

The proposed sale of fee interest in the amount of \$9,632 is authorized by California Government Code Section 25526.5. This section provides as follows "Whenever the board of supervisors determines that any real property or interest therein belonging to the county is no longer necessary for county or other public purposes, and its estimated value does not exceed twenty-five thousand dollars (\$25,000), the county may sell, exchange, quitclaim, or convey that real property or interest therein in the manner and upon the terms and conditions approved by the board of supervisors without complying with any other sections in this article. The board of supervisors may, by ordinance, designate an appropriate county officer or officers to execute sales of the real property or interest therein, provided that notice of intention that the county officer or officers will execute the sale shall be posted in a public place for five working days prior to effectuating the transfer."

The proposed grant of easements is authorized by California Government Code Section 25526.6. This section provides as follows "Notwithstanding any other provisions of law, the board may grant or otherwise convey, or by ordinance, may authorize such county officer or officers as are deemed appropriate, to grant or otherwise convey an easement, license, or permit for use of any real property of the county to the state, or to any county, city, district, or public agency or corporation, or to any public utility corporation in the manner and upon the terms and conditions as the board or authorized county officer determines or prescribes, upon a finding by the board or authorized county officer that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the county."

The grant of easements, right of entry permit, and fee sale are not considered adverse to the County's purposes and will not hinder the use of Royal Palms Beach by the public or County.

County Counsel approved the Purchase and Sale Agreement as to form and will approve the easement documents and grant deeds in substantially the same form as the enclosed hereto (Enclosure A), and subsequent to Board action on this matter and execution by the The Honorable Board of Supervisors DRAFT Page 5

Director or his designee, the documents will be recorded.

At its November 29, 2017, meeting, the Beach Commission unanimously endorsed the Director's recommendation that your Board approve the Purchase and Sale Agreement and consent to the sale of portions of Assessor's Identification No. 7563-005-907 and grant easements over, through, and across Assessor's Identification No. 7563-002-908 and 7563-005-907.

#### **ENVIRONMENTAL DOCUMENTATION**

In approving the Purchase and Sale Agreement, grant of easements and sale of fee owned property allowing the District to use the County's Property in connection with its project, the County is acting as a responsible agency. An initial study was prepared for the project by the lead agency, the District, in compliance with the California Environmental Quality Act (CEQA). The Initial Study showed that there are potentially significant impacts that will be mitigated to reduce impacts to a less than significant level whenever feasible. Based on the Initial Study, an Environmental Impact Report and Master Facilities Plan were prepared and approved by the District on November 28, 2012, (Enclosure B).

Upon District's approval of the Environmental Impact Report, Mitigated Monitoring Reporting Program, and Statement of Overriding Considerations, District filed a Notice of Determination with the office of the Los Angeles County Registrar-Recorder/County Clerk (Registrar-Recorder/County Clerk). District found that the project, as approved with the mitigated measures, will have significant impacts on the environments: aesthetics, air quality, cultural resources, and greenhouse gas emissions; however, the immeasurable future benefit to the public outweighs the unavoidable environmental impacts.

Upon the Board's approval of the project, County will file Notices of Determination with the office of the Registrar-Recorder/County Clerk of the County in accordance with Section 21152(a) of the California Public Resources Code and pay the required processing fee with the County Clerk in the amount of \$75.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The grant of easements allows for the joint use of the County's Property without interfering with the primary mission of the County. The sale of County's surplus property and the issuance of right of entry permit allows the County to assist the District in facilitating the Clearwater Project that will provide a long-term solution for meeting water quality requirements and provide support for the emergence of recycled water reuse opportunities.

#### **CONCLUSION**

Please return one copy of this letter and two originals of the executed Purchase and Sale

The Honorable Board of Supervisors DRAFT Page 6

Agreement document to the County of Los Angeles Department of Beaches and Harbors, Asset Management Division.

Respectfully submitted,

# GARY JONES Director

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

Enclosures (2)

#### PURCHASE AND SALE AGREEMENT

(Royal Palms Beach)

County is the owner of approximately 21 acres of real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as Royal Palms Beach, 1799 Paseo Del Mar, San Pedro, CA 90732 and described in Exhibit 1 (the "County Property").

The District manages wastewater for approximately 5.6 million residents of Los Angeles County. The District's Joint Wastewater Pollution Control Plant ("JWPCP") in Carson, California, is designed to discharge up to 400 million gallons of treated wastewater per day. The treated effluent is conveyed by an existing tunnel and outfall system to the Pacific Ocean. The District owns real property adjacent to the County Property that contains the existing tunnel and outfall system's manifold structure and appurtenances (the "District Property"). The District also maintains easements over portions of the County Property for the existing tunnels and related appurtenances.

The District will construct a new 7-mile long, 18-foot internal diameter effluent outfall tunnel and appurtenant structures (the "**New Tunnel**") from the JWPCP to the existing manifold structure on the District Property. The New Tunnel will be constructed by a tunnel boring machine ("**TBM**"). In addition, the existing manifold structure on the District Property will be enlarged to connect the New Tunnel.

In order to complete this project, the Parties intend by this Agreement to provide for the County's sale and the District's purchase of the following property rights:

- A. Permanent subsurface easements through the County Property for the New Tunnel as shown on Exhibit 2A;
- B. Certain portions of the County Property in fee, for the purpose of maintaining surface access to the construction area and to correct existing encroachments as shown on Exhibit 2B; and
- C. Temporary right of entry to permit(s), as needed, to be issued by the County to the District to perform construction-related activities and mitigation measures, maintain public access, and modify or enhance other public amenities.

The Parties therefore agree as follows:

#### 1. Permanent Subsurface Easement Acquisition

A. County shall convey to the District exclusive perpetual subsurface easements for the New Tunnel including the right to drill, bore, place, construct, reconstruct,

rehabilitate, inspect, use, operate and maintain the New Tunnel under, through, across, and along a portion of the County Property. The forms of the Exclusive Easement Agreements are attached as Exhibit 3.

- B. The total purchase price of the subsurface easements is Five Hundred Twenty Five Dollars (\$525.00) based upon the Appraisal Review dated June 9, 2017, used to determine the fair market value of the easements.
- C. The County shall execute the Easement Agreements and deliver them to the District within ten (10) business days after the full execution of this Agreement. The District shall pay the purchase price to County upon receipt of the executed Easement Agreements. Upon delivery of the purchase price to the County, the District may record the Easement Agreements in the Official Records of the Los Angeles County Recorder's Office.

#### 2. Permanent Fee Title Acquisition

- A. <u>Conveyance</u>. County shall convey to the District certain portions of the County Property in fee, as described in the Grant Deeds attached as <u>Exhibit 4</u> (the "**Property**").
- B. <u>Purpose of Conveyance</u>. The purpose of the fee transfer is to correct District's existing encroachments on the County Property and clarify the actual property boundary between the two parcels. In addition, District requires certain portions of the County Property for permanent access to District's facilities.
- Commencement Date") and continuing until the expiration of forty five (45) calendar days thereafter (the "Inspection Period"), District may review information pertaining to the Property (including, without limitation, the Property Documents (as defined below)), and may conduct its due diligence inspections and investigation of the Property and all aspects thereof, including, without limitation, its physical, environmental, title, financial and regulatory condition. District may approve or disapprove any aspect of the Property in District's sole and absolute discretion. During the Inspection Period, the District may, at no cost to the County, enter upon the Property upon securing a right of entry permit from County and conduct inspections, investigations, tests, and studies with respect to the Property.
- D. <u>Approval of Title</u>. During the Inspection Period, District may approve or disapprove an updated Preliminary Report, dated October 18, 2017 ("**Title Report**"), issued by Commonwealth Land Title Company (the "**Title Company**") concerning the Property and all underlying documents.
- E. <u>Property Documents</u>. On or prior to the Due Diligence Commencement Date, County shall exercise due diligence to cause to be delivered to District true, correct, and complete copies of all documents (e.g., licenses, access easements, etc.) in County's possession, custody or control concerning the Property (the "**Property Documents**").

#### F. <u>Approval or Disapproval of Property</u>.

i. District may, during the Inspection Period, review and approve the condition of the Property, including, without limitation, the Property's physical, environmental,

financial, leasing, and regulatory condition, the suitability of the Property for District's intended uses and purposes, and the condition of title. On or before the expiration of the Inspection Period, if District disapproves of the Property, District shall provide County with written notice of disapproval (the "**Disapproval Notice**") stating the specific grounds for District's disapproval with respect to each item being disapproved. Any item not expressly included in a Disapproval Notice will be deemed conclusively and unconditionally approved by District as of the expiration of the Inspection Period.

- ii. If District timely provides County with a Disapproval Notice, then County may, in its sole and absolute option, cure or remedy, or not cure or remedy, any items set forth in the Disapproval Notice. County may, within ten (10) business days after its receipt of a Disapproval Notice, provide District with written notice (the "Cure Notice") of its intent to cure or remedy, or not to cure or remedy, any or all of the items set forth in the Disapproval Notice.
- iii. If County does not provide a Cure Notice to the District within the ten (10) business day period specified above, then District will have two (2) business days after the date such Cure Notice was due to provide written notice to County of District's decision either to (1) waive each of the items set forth in the Disapproval Notice; or (2) terminate this transaction immediately and unconditionally.
- G. <u>Purchase Price</u>. The total purchase price of the fee areas is Nine Thousand Six Hundred Thirty Two Dollars (\$9,632.00) (the "**Purchase Price**"), which was calculated based upon the fair market value for the Property established by the Appraisal Review dated June 9, 2017.
- H. <u>Delivery of Deeds</u>. County shall execute and deliver to District the fully-executed and duly notarized Grant Deeds (in the forms attached to this Agreement as <u>Exhibit 4</u>) no later than sixty (60) calendar days after the Effective Date. District shall pay the Purchase Price to the County upon receipt of the original, fully executed and duly notarized Grant Deeds (the "**Closing**").
- I. <u>Recording.</u> Upon District's payment of the Purchase Price to the County, District may record the Grant Deeds in the Official Records of the Los Angeles County Recorder's Office.
- J. <u>County's Representations and Warranties</u>. County makes the following representations and warranties to District, which survive the Closing, and the recording of the Grant Deeds:
- i. To the current knowledge of the County's Department of Beaches and Harbors there are no leases, licenses or other occupancy agreements or service contracts to which County is a party or is bound affecting any portion of the Property that will be in force as of the Closing.
- ii. To the current knowledge of the County's Department of Beaches and Harbors, there is no pending or threatened litigation or condemnation action against the Property or against County with respect to the Property or any portion thereof.

- iii. To the current knowledge of the County's Department of Beaches and Harbors, either the County nor any individual or entity operating with the County's consent used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("**Hazardous Materials**") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property.
- iv. To the current knowledge of the County's Department of Beaches and harbors, the Property is free and clear from any public financings, liens, obligations, security interests, hypothecations, and other encumbrances and defects.
- v. To the current knowledge of the County's Department of Beaches and Harbors, the representations and warranties made in this Agreement are true and correct as of the Effective Date and will be true and correct as of the Closing with the same force and effect as if re-made by the County at that time.
- K. <u>Indemnity</u>. County shall indemnify, defend, and hold the District, the other County Sanitation Districts of Los Angeles County, and its and their directors, officers, employees, representatives, agents, successors, and assigns harmless from and against any claim, action, suit, proceeding, loss, damage, liability, deficiency, fine, penalty, fee, cost, or expense (including, without limitation, attorneys' fees) (a) related to the Property or any portion thereof arising prior to the Closing, or (b) arising from County's willful misrepresentation under, or willful breach of, this Agreement. The foregoing indemnity survives the Closing.

#### 3. Temporary Right of Entry Permit

- A. Prior to the start of construction and within thirty (30) calendar days after written request from the District, County shall execute and deliver to District a temporary right of entry permit(s), in accordance with County's established policies and procedures, to allow the District to perform all construction-related activities as necessary to enlarge the existing manifold structure for connection of the New Tunnel, perform mitigation measures as needed at and around the construction site, and modify or enhance public amenities and access routes.
- B. Construction is estimated to last 30 months and will result in the loss of approximately 50 parking spaces at Royal Palms Beach. Upon receipt of the executed temporary entry permit(s) necessary to complete construction during the 30-month time period, District shall pay County a minimum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) as compensation for the loss of approximately 50 parking spaces for 30 months. However, said amount shall be adjusted by County to an amount equivalent to the number of actual spaces lost multiplied by the amount per space lost per year multiplied by the number of years (or portion thereof) needed at the time District begins use of the permit area. If the District's construction exceeds 30 months, District shall pay County an additional fee of Four Thousand Two Hundred Dollars (\$4,200.00) per month in advance on the first day of each month for the continued loss of approximately 50 parking spaces.

#### 4. Additional Provisions

A. <u>Restoration</u>. Except for the fee areas acquired by District, and any subsurface areas permanently occupied by the New Tunnel or related appurtenances, District shall restore and replace the surface of the County Property and shall repair any and all damage

to the County Property that results from the District's construction, reconstruction, rehabilitation, inspection, use, operation or maintenance of the New Tunnel or the outfall system, to County's satisfaction.

- B. <u>Indemnification</u>. District shall indemnify, defend and hold harmless County, its agents, officers, employees, representatives, successors, and assigns from any and all claim, action, suit, proceeding, loss, damage, liability, deficiency, fine, penalty, fee, cost, or expense (including, without limitation, attorneys' fees) resulting from any act or omission of the District, its officers, agents, assigns, successors, or employees arising out of District's use of the County Property and/or the construction, reconstruction, inspection, use, rehabilitation, operation or maintenance of the New Tunnel or the outfall system.
- C. <u>Insurance</u>. District shall name County and its respective Board of Supervisors and members thereof, and County's officers, agents, employees and volunteers as additional insureds on the liability insurance policy that District's construction contractor is required to provide under District's construction contract.
- D. <u>Authority</u>. County has the legal power, right and authority to enter into this Agreement and the agreements and instruments referenced herein (the "Acquisition **Documents**"). No other consent or consent of any representative, beneficiary, creditor, judicial or administrative authority is required for County to execute this Agreement or the Acquisition Documents. This Agreement and the Acquisition Documents when executed constitute legal and binding obligations of the County, enforceable in accordance with their terms.
- E. <u>Termination</u>. District may terminate this Agreement at any time and for any reason by providing written notice to the County. If this Agreement is terminated, the District shall: (1) compensate the County for any property rights acquired up to the point of termination as provided in this Agreement and (2) at County's sole discretion, District shall execute a reconveyance of any easement rights granted by County to District pursuant to this Agreement, in exchange for reimbursement of the actual compensation paid to the County by District for such rights.
- F. <u>Notice</u>. Any notice related to this Agreement must be in writing and delivered personally or by U.S. Mail or nationally-recognized overnight service to the addresses below, which addresses may be changed at any time upon written notice:

#### To District:

County Sanitation District No. 2 of Los Angeles County 1955 Workman Mill Road Whittier, CA 90601 Attn: Stan Pegadiotes, Supervisor, Property Management Group (562) 908-4288, extension 2705

#### To County:

County of Los Angeles Department of Beaches and Harbors 13837 Fiji Way Los Angeles, CA 90292 Attn: Michael Rodriguez, Chief Property Manager, Property Mgmt. Division (424) 526-7737

- G. <u>Broker</u>. County and District each represent and warrant to the other that it has had no dealing with any person, firm, broker or finder in connection with the negotiation of this Agreement and the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. County and District each agree to indemnify, protect, defend and hold the other harmless from and against any claim, liability, loss or expense (including attorneys' fees and costs) arising from any claim by any other broker, finder or other person by reason of any dealing or actions of the indemnifying party. The indemnity in this Section survives the termination of this Agreement.
- H. <u>Waiver</u>. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be deemed to have been waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.
- I. <u>Choice of Law.</u> This Agreement will be governed by and construed in accordance with and interpreted under the laws of the State of California.
- J. <u>Counterparts.</u> This Agreement may be executed in any number or original counterparts. Any such counterpart, when executed, will constitute an original of this Agreement, and all counterparts together will constitute one and the same agreement.
- K. <u>Attorneys' Fees</u>. If any action is instituted by a Party to interpret or enforce this Agreement, then the prevailing party in such action (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the decision maker.
- L. <u>Authority of Chief Engineer and General Manager</u>. The District's Chief Engineer and General Manager, or her authorized designee, is authorized to take all actions on behalf of the District in connection with this Agreement, including, without limitation, execution of the Exclusive Easement Agreements, Grant Deeds, Entry Permit and any other instruments contemplated or necessary to carry out this Agreement.
- M. <u>Attachments to Agreement</u>. This Agreement includes the following exhibits, which are attached to this Agreement and made a part of this Agreement:

Exhibit 1: Legal Description of County Property

Exhibits 2A and 2B: Depiction of Permanent Property Rights to be Acquired

Exhibit 3: Exclusive Easement Agreements Nos. 3500 and 3501 for New Tunnel

Exhibit 4: Grant Deeds Nos. 1236 and 1237 for Fee Title Acquisition

#### 5. <u>Sewer Connection for County Restrooms</u>

County proposes to install a tertiary-treatment package plant ("**Plant**") to treat wastewater from the County restrooms located at the west end of Royal Palms Beach. District agrees to allow County to connect a tertiary effluent pipe from the Plant to District's existing sewerage system subject to the following provisions: County must obtain all necessary permits; County must connect the proposed tertiary effluent pipe to District's existing 18-inch diameter pipe between the septic

tank and manifold structure at Royal Palms Beach; County must submit sewer plans to, and obtain a sewer connection permit from, the District's Engineering Public Counter (Room 110); County must pay all applicable sewer connection fees to the District's Wastewater Fee Counter (Room 104); and County must pay all applicable annual sewer service charge fees to the District.

In the event District elects to terminate this Agreement, subject to Section 4.E, Termination, County, in its sole discretion, may install the Plant subject to the terms and conditions set forth in Section 5 above.

[Signature Page Immediately Follows]

The Parties are signing this Agreement as of the Effective Date.

## **COUNTY OF LOS ANGELES**

	By:
	Sheila Kuehl
	Chair, Board of Supervisors
ATTEST:	
LORI GLASGOW,	
Executive Office-Clerk of the Board of Supervisors	
By: Deputy	
Deputy	
APPROVED AS TO FORM:	
MARY C. WICKHAM COUNTY COUNSEL	
By: Deputy	
	COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY
	By: Chairperson, Board of Directors
ATTEST:	Chairperson, Board of Directors
Secretary to the Board of Directors	
APPROVED AS TO FORM: Lewis Brisbois Bisgaard & Smith, LLP	
Lewis Dissous Disgaard & Silliui, LLP	
By:	
District Counsel	

#### **Exhibit 1 to Purchase and Sale Agreement**

#### Legal Description of County Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THAT PORTION OF LOT M OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARTITION MAP OF THE RANCHO LOS PALOS VERDES, FILED IN CASE NO, 2373 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 70 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF LOT 1, WHITE POINT, AS SHOWN ON MAP FILED IN BOOK 6, PAGE 35, OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, WITH THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED LOT; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY PROLONGATION TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE NORTHWESTERLY ALONG SAID ORDINARY HIGH TIDE LINE TO THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE OF NORTH 45° 13' 50" EAST 184.07 FEET IN THE CENTER LINE OF THAT CERTAIN 80 FOOT STRIP OF LAND DESCRIBED IN DEED TO COUNTY OF LOS ANGELES, FOR WESTERN AVENUE, RECORDED ON JUNE 11, 1926, IN BOOK 5670, PAGE 321, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID REGISTRAR-RECORDER; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED SOUTHWESTERLY PROLONGATION TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO CITY OF LOS ANGELES, FOR WESTERN AVENUE, RECORDED AS DOCUMENT NO. 4896, ON AUGUST 31, 1956, IN BOOK 52194, PAGE 157, OF SAID OFFICIAL RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE SOUTHWESTERLY BOUNDARY OF SAID CERTAIN 80 FOOT STRIP OF LAND; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY BOUNDARY TO THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN 80 FOOT STRIP OF LAND DESCRIBED IN DEED TO COUNTY OF LOS ANGELES, FOR WESTERN AVENUE, RECORDED ON JULY 6, 1928, 1N BOOK 7174, PAGE 148, OF SAID OFFICIAL RECORDS; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE SOUTHWESTERLY AND SOUTHERLY BOUNDARIES OF SAID LAST MENTIONED CERTAIN 80 FOOT STRIP OF LAND TO THE NORTHERLY LINE OF PASEO DEL MAR, FORMERLY PACIFIC AVENUE, 70 FEET WIDE, AS SHOWN ON MAP OF WHITE POINT, FILED IN BOOK 2, PAGE 43, OF SAID MAPS; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID PASEO DEL MAR TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE LAND WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVION FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

A PORTION OF SAID LAND IS WITHIN LOT 48 OF WHITE POINT, AS PER MAP RECORDED IN BOOK 2, PAGE 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL 2

THAT PORTION OF LOT IV OF THE SUBDIVISION OF LOT M OF THE ORIGINAL PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LICENSED SURVEYOR'S MAP FILED IN BOOK 1, PAGE 47 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT IN THE SOUTHWESTERLY PROLONGATION OF THAT PARTICULAR COURSE IN THE CENTERLINE OF WESTERN AVENUE DESCRIBED IN DEED RECORDED IN BOOK 5670, PAGE 321 OF

OFFICIAL RECORDS OF SAID COUNTY, AS BEARING NORTH 45° 13′ 50″ EAST AND HAVING A LENGTH OF 184.07 FEET, SAID POINT BEING SOUTH 45° 28′ 40″ WEST (LOS ANGELES COUNTY BEARING AS SHOWN ON COUNTY SURVEYOR'S MAP NUMBER B-374) ALONG SAID CENTERLINE AND PROLONGATION, 534.07 FEET FROM THE NORTHEASTERLY EXTREMITY OF SAID COURSE, SAID POINT BEING THE SOUTHEAST CORNER OF TRACT NO. 19457 AS PER MAP RECORDED IN BOOK 564, PAGES 1 TO 8 INCLUSIVE OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT NO. 19457 NORTH 43° 16′ 37″ WEST 78.70 FEET; THENCE SOUTH 62° 39′ 13″ WEST 91.06 FEET TO THE LANDS OF LOS ANGELES COUNTY SANITATION DISTRICT AS RECORDED IN BOOK 50410, PAGE 182 AND BOOK 42468, PAGE 155 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID LINE SOUTH 13° 15′ 55″ WEST 111.26 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 62.50 FEET, THROUGH A CENTRAL ANGLE OF 90° 00′ 00″ A DISTANCE OF 98.17 FEET;

THENCE NORTH 76° 44′ 05″ WEST 60.00 FEET; THENCE SOUTH 13° 15′ 55″ WEST 87.94 FEET; THENCE NORTH 48° 28′ 40″ WEST 115.00 FEET; THENCE NORTH 13° 15′ 55″ EAST 82.49 FEET;

THENCE NORTH 52° 58' 01" WEST 196.94 FEET; THENCE NORTH 37° 23' 19" EAST 110.00 FEET TO THE MOST NORTHERLY CORNER OF THE LANDS OF LOS ANGELES COUNTY SANITATION DISTRICT; THENCE LEAVING SAID LANDS AND CONTINUING NORTH 37° 23' 19" EAST 64.25 FEET TO SAID SOUTHERLY LINE OF SAID TRACT NO. 19457; THENCE A1ONG SAID SOUTHERLY TRACT LINE NORTH 70° 40′ 47″ WEST 98.86 FEET; THENCE NORTH 58° 35′ 47″ WEST 195.70 FEET; THENCE SOUTH 38° 00′ 23″ WEST 69.80 FEET; THENCE NORTH 73° 34′ 37″ WEST 90.00 FEET; THENCE NORTH 58° 34′ 27″ WEST 118.00 FEET TO THE MOST EASTERLY CORNER OF LOT 124 OF TRACT NO. 22374 RECORDED IN BOOK 606, PAGES 1 TO 7 INCLUSIVE OF MAPS IN SAID COUNTY RECORDER'S OFFICE; THENCE SOUTH 81° 46′ 14" WEST 217.55 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 123 OF SAID TRACT NO. 22374, SOUTH 3° 00' 47" EAST 25.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 123; THENCE SOUTH 70° 50′ 36″ WEST 68.97 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 122 OF SAID TRACT NO. 22374, SOUTH 3° 00' 47" EAST 44.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 122; THENCE SOUTH 85° 13′ 31" WEST 117.42 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 121 OF SAID TRACT NO. 22374, SOUTH 13° 18' 34" WEST 42.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 121; THENCE NORTH 86° 52′ 29" WEST 95.99 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 121 OF SAID TRACT NO. 22374, SOUTH 29° 07' 37" WEST 38.00 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 121; THENCE NORTH 67° 07' 50" WEST 27.92 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 18 DESCRIBED IN INSTRUMENT NO. 2060 RECORDED MARCH 14, 1957 IN BOOK 53915, PAGE 282 OF OFFICIAL RECORDS OF SAID COUNTY, BEING ALSO A POINT ON THE SOUTHEASTERLY LINE OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 7150, PAGE 94 OF DEEDS, RECORDS OF SAID COUNTY, AND THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE AFOREMENTIONED TRACT NO. 19457; THENCE ALONG SAID LINE LAST REFERRED TO SOUTH 26° 46′ 20" WEST 187.77 FEET TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE ALONG SAID ORDINARY HIGH TIDE LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 69° 56′ 00″ EAST 64.91 FEET, SOUTH 85° 01′ 00″ EAST 172.65 FEET, SOUTH 89° 19′ 40″ EAST 512.04 FEET, SOUTH 52° 41′ 20″ EAST 259.00 FEET, SOUTH 38° 26′ 30″ EAST 247.69 FEET, SOUTH 18° 49′ 30″ EAST 87.05 FEET, SOUTH 28° 11′ 16″ WEST 72.17 FEET, SOUTH 58° 18′ 20″ WEST 175.12 FEET, SOUTH 42° 38′ 50″ WEST 103.33 FEET, SOUTH 21° 07′ 30″ WEST 47.17 FEET, SOUTH 76° 22′ 20″ EAST 33.96 FEET, NORTH 07° 58′ 10″ EAST 50.49 FEET, SOUTH 68° 52′ 30″ EAST 47.17 FEET, NORTH 54° 36′ 20″ EAST 46.62 FEET, NORTH 37° 15′ 20″ EAST 178.40 FEET,

NORTH 56° 42′ 00″ EAST 84.77 FEET TO A POINT IN THE SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF WESTERN AVENUE, PREVIOUSLY REFERRED TO; THENCE ALONG SAID CENTERLINE PROLONGATION LEAVING SAID LINE OF ORDINARY HIGH TIDE, NORTH 45° 28′ 40″ EAST 507.62 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM SAID LAND ANY INTEREST WHICH WAS CONVEYED BY THE GENERAL REALTY CO., TO THE COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, BY THE DEED RECORDED ON FEBRUARY 24, 1956 AS INSTRUMENT NO. 3378 IN BOOK 50410, PAGE 182 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO THE SOUTHSHORES DEVELOPMENT CO., RECORDED ON FEBRUARY 14, 1958 AS INSTRUMENT NO. 4422 IN BOOK D-13, PAGE 279 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE LAND WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVION FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

EXCEPTING THEREFROM 50 PERCENT OF ALL GAS, OIL, OTHER HYDROCARBONS AND OTHER MINERALS, IN, ON OR UNDER SAID LAND, EXCEPT FROM SAID LAND THAT PORTION WHICH LIES UNDER ROAD AND HIGHWAYS; AND FURTHER EXCEPTING THEREFROM ONE HUNDRED PERCENT OF ALL GAS, OIL, OTHER HYDROCARBONS AND OTHER MINERALS IN, ON OR UNDER THAT PORTION OF SAID LAND THE SURFACE OF WHICH ON MAY 20, 1954, LAY UNDER ROADS AND HIGHWAYS; TOGETHER WITH THE RIGHTS AS HEREINAFTER LIMITED, TO DRILL, REDRILL, DEEPEN, COMPLETE, AND MAINTAIN WELL HOLES UNDER, THROUGH, AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES. BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF ONE HUNDRED (100) FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS EXCEPTED AND RESERVED BY LOUIS M. SEPULVEDA AND SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, AS TRUSTEES UNDER THE WILL OF ROMAN D. SEPULVEDA, DECEASED, AS RECORDED ON MAY 27, 1954, IN BOOK 44678 PAGE 286 AND BOOK 44674 PAGE 398, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

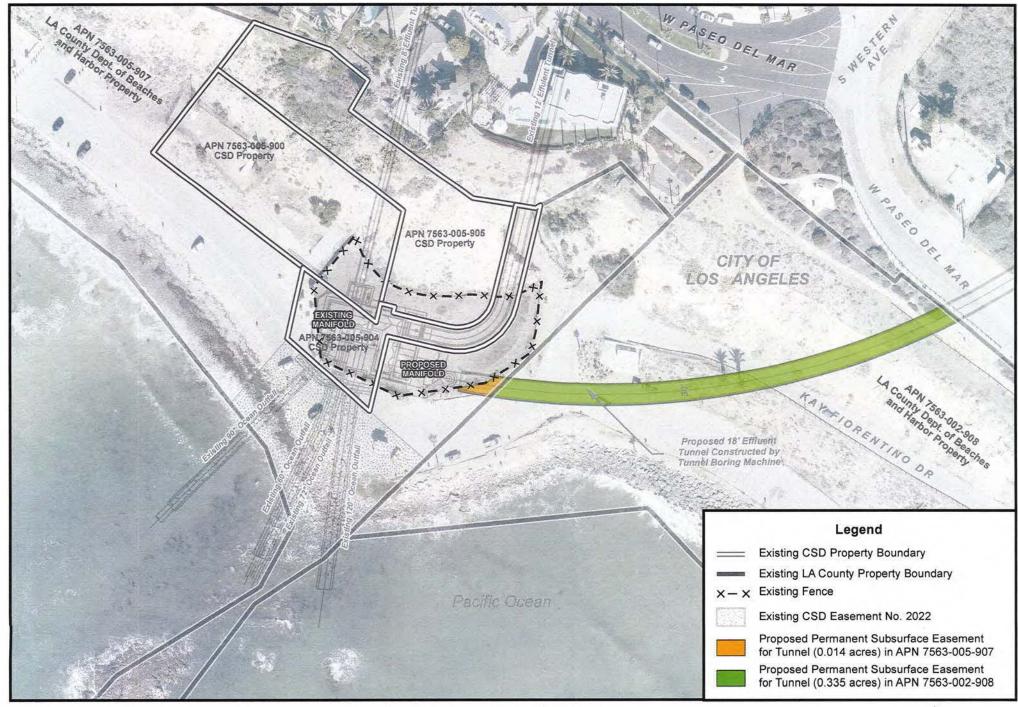
ALSO EXCEPTING THEREFROM, ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS IN AND UNDER SAID LAND NOT RESERVED IN DEEDS RECORDED MAY 27, 1954, IN BOOK 44678 PAGE 286, AND IN BOOK 44674 PAGE 398, OFFICIAL RECORDS OF LOS ANGELES COUNTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHTS AS HEREINAFTER LIMITED TO DRILL, REDRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR) AND OTHER MINERALS FROM SAID THROUGH SAID REAL PROPERTY TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF 100 FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS GRANTED TO FRED W MARLOW, A MARRIED MAN, ET A1, IN DEED RECORDED IN BOOK D-188 PAGE 152, OFFICIAL RECORDS OF LOS ANGELES COUNTY,.

ALSO EXCEPT ALL MINERAL DEPOSITS, NOT PREVIOUSLY RESERVED IN OTHER DOCUMENTS OF RECORD, AS DEFINED IN SECTION 6407 OF THE PUBLIC RESOURCE CODE BELOW A DEPTH OF 500 FEET, WITHOUT SURFACE RIGHTS OF ENTRY, AS RESERVED BY THE STATE OF CALIFORNIA, IN DEED RECORDED SEPTEMBER 19, 1995 AS INSTRUMENT NO. 95-1527008, OF OFFICIAL RECORDS.

APNs: 7563-002-908, 7563-005-907

## **Exhibits 2A and 2B to Purchase and Sale Agreement**

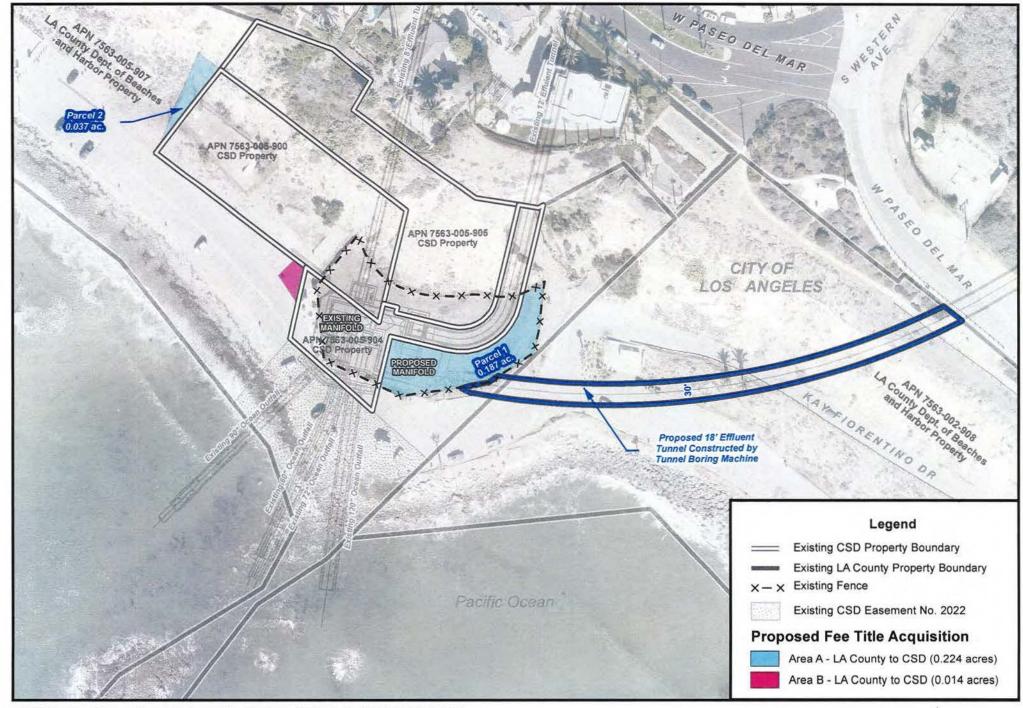
Depiction of Permanent Property Rights to be Acquired



**EXHIBIT 2A - PROPOSED PERMANENT SUBSURFACE EASEMENTS** 

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY





**EXHIBIT 2B - PROPOSED FEE TITLE ACQUISITION** 

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY



# **Exhibit 3 to Purchase and Sale Agreement**

Exclusive Easement Agreements Nos. 3500 and 3501 for New Tunnel

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY 1955 Workman Mill Road Whittier, CA 90601 Attention: Property Management Group

Exempt from Doc. Transfer Tax per R&TC \$11922 Exempt from Recording Fee per Gov. C. \$\$ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 7563-002-908

#### **EXCLUSIVE EASEMENT AGREEMENT NO. 3500**

(Effluent Outfall Tunnel)

Grantor is the owner of approximately 21 acres of real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as Royal Palms Beach, 1799 Paseo Del Mar, San Pedro, CA 90732 and described in Exhibit 1 (the "**Property**").

Grantor hereby grants to the District, its successors, and assigns, an exclusive perpetual subsurface tunnel easement ("Easement") (without right of surface entry) in, under, through and across a portion of the Property described in <u>Exhibit A</u> and depicted in <u>Exhibits B and C</u> ("Tunnel Easement Envelope").

The District has the right to use the Tunnel Easement Envelope for all purposes necessary or incidental to the drilling, boring, placement, construction, reconstruction, rehabilitation, repair, inspection, use, operation, and maintenance of an effluent outfall tunnel and appurtenances ("**Tunnel**") within the Tunnel Easement Envelope.

Grantor acknowledges it has been informed that the Tunnel and its appurtenances were designed and engineered based upon the conditions and weight loads within and over the Tunnel Easement Envelope as they exist as of the Effective Date. For example, vehicles may drive and park over the Tunnel Easement Envelope. Grantor shall not: 1) cause or allow any object to be placed within the Tunnel Easement Envelope; 2) cause or allow a structure to be placed above the Tunnel Easement Envelope with a shallow foundation that exceeds a bearing pressure of 3,000 pounds per square foot. Pile foundations must be installed by drilled methods and cannot be within 30 feet of the Tunnel Easement Envelope; or 3) interfere in any manner with the Tunnel Easement Envelope

District shall indemnify, defend and hold harmless Grantor, its agents, employees, successors, officers, and assigns from any and all claim, action, suit, proceeding, loss, damage, liability, deficiency, fine, penalty, fee, cost, or expense (including, without limitation, attorneys' fees) resulting from any act or omission of the District, its officers, agents or employees arising out of the District's use of the Easement.

The Parties are signing this instrument as of the Effective Date.

#### **COUNTY OF LOS ANGELES**

2

	By:  Gary Jones, Director  Department of Beaches and Harbors
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By:	_
	COUNTY SANITATION DISTRICT NO. OF LOS ANGELES COUNTY
	By:Grace R. Hyde
	Grace R. Hyde Chief Engineer & General Manager
<b>APPROVED AS TO FORM:</b> Lewis Brisbois Bisgaard & Smith, LLP	
By: District Counsel	

[Signatures to be Notarized]

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)	
County of Los Angeles	)	
On	the person(s) whose name	, a Notary Public, , who proved to me on the basis of e(s) is/are subscribed to the within instrument
S	gnature(s) on the instrume	e same in his/her/their authorized capacity(ies), ent the person(s), or the entity upon behalf of
I certify under PENALTY (paragraph is true and correct		ws of the State of California that the foregoing
WITNESS my hand and of	ficial seal.	
Signature		

#### Exhibit 1 to Exclusive Easement Agreement No. 3500

#### Legal Description of County Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THAT PORTION OF LOT M OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARTITION MAP OF THE RANCHO LOS PALOS VERDES, FILED IN CASE NO, 2373 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 70 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF LOT 1, WHITE POINT, AS SHOWN ON MAP FILED IN BOOK 6, PAGE 35, OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, WITH THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED LOT; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY PROLONGATION TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE NORTHWESTERLY ALONG SAID ORDINARY HIGH TIDE LINE TO THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE OF NORTH 45° 13' 50" EAST 184.07 FEET IN THE CENTER LINE OF THAT CERTAIN 80 FOOT STRIP OF LAND DESCRIBED IN DEED TO COUNTY OF LOS ANGELES, FOR WESTERN AVENUE, RECORDED ON JUNE 11, 1926, IN BOOK 5670, PAGE 321, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID REGISTRAR-RECORDER; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED SOUTHWESTERLY PROLONGATION TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO CITY OF LOS ANGELES, FOR WESTERN AVENUE, RECORDED AS DOCUMENT NO. 4896, ON AUGUST 31, 1956, IN BOOK 52194, PAGE 157, OF SAID OFFICIAL RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID LAST MENTIONED CERTAIN PARCEL OF LAND TO THE SOUTHWESTERLY BOUNDARY OF SAID CERTAIN 80 FOOT STRIP OF LAND; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY BOUNDARY TO THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN 80 FOOT STRIP OF LAND DESCRIBED IN DEED TO COUNTY OF LOS ANGELES, FOR WESTERN AVENUE, RECORDED ON JULY 6, 1928, 1N BOOK 7174, PAGE 148, OF SAID OFFICIAL RECORDS; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE SOUTHWESTERLY AND SOUTHERLY BOUNDARIES OF SAID LAST MENTIONED CERTAIN 80 FOOT STRIP OF LAND TO THE NORTHERLY LINE OF PASEO DEL MAR. FORMERLY PACIFIC AVENUE, 70 FEET WIDE, AS SHOWN ON MAP OF WHITE POINT, FILED IN BOOK 2, PAGE 43, OF SAID MAPS; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF SAID PASEO DEL MAR TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE LAND WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVION FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

A PORTION OF SAID LAND IS WITHIN LOT 48 OF WHITE POINT, AS PER MAP RECORDED IN BOOK 2, PAGE 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL 2

THAT PORTION OF LOT IV OF THE SUBDIVISION OF LOT M OF THE ORIGINAL PARTITION OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LICENSED SURVEYOR'S MAP FILED IN BOOK 1, PAGE 47 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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THENCE NORTH 76° 44′ 05″ WEST 60.00 FEET; THENCE SOUTH 13° 15′ 55″ WEST 87.94 FEET; THENCE NORTH 48° 28′ 40″ WEST 115.00 FEET; THENCE NORTH 13° 15′ 55″ EAST 82.49 FEET;

THENCE NORTH 52° 58' 01" WEST 196.94 FEET; THENCE NORTH 37° 23' 19" EAST 110.00 FEET TO THE MOST NORTHERLY CORNER OF THE LANDS OF LOS ANGELES COUNTY SANITATION DISTRICT; THENCE LEAVING SAID LANDS AND CONTINUING NORTH 37° 23′ 19" EAST 64.25 FEET TO SAID SOUTHERLY LINE OF SAID TRACT NO. 19457; THENCE A1ONG SAID SOUTHERLY TRACT LINE NORTH 70° 40′ 47″ WEST 98.86 FEET; THENCE NORTH 58° 35′ 47″ WEST 195.70 FEET; THENCE SOUTH 38° 00′ 23″ WEST 69.80 FEET; THENCE NORTH 73° 34′ 37″ WEST 90.00 FEET; THENCE NORTH 58° 34′ 27″ WEST 118.00 FEET TO THE MOST EASTERLY CORNER OF LOT 124 OF TRACT NO. 22374 RECORDED IN BOOK 606, PAGES 1 TO 7 INCLUSIVE OF MAPS IN SAID COUNTY RECORDER'S OFFICE; THENCE SOUTH 81° 46′ 14" WEST 217.55 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 123 OF SAID TRACT NO. 22374, SOUTH 3° 00' 47" EAST 25.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 123; THENCE SOUTH 70° 50′ 36″ WEST 68.97 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 122 OF SAID TRACT NO. 22374, SOUTH 3° 00' 47" EAST 44.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 122; THENCE SOUTH 85° 13′ 31" WEST 117.42 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 121 OF SAID TRACT NO. 22374, SOUTH 13° 18' 34" WEST 42.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 121; THENCE NORTH 86° 52′ 29" WEST 95.99 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 121 OF SAID TRACT NO. 22374, SOUTH 29° 07' 37" WEST 38.00 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 121; THENCE NORTH 67° 07' 50" WEST 27.92 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 18 DESCRIBED IN INSTRUMENT NO. 2060 RECORDED MARCH 14, 1957 IN BOOK 53915, PAGE 282 OF OFFICIAL RECORDS OF SAID COUNTY, BEING ALSO A POINT ON THE SOUTHEASTERLY LINE OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 7150, PAGE 94 OF DEEDS, RECORDS OF SAID COUNTY, AND THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE AFOREMENTIONED TRACT NO. 19457; THENCE ALONG SAID LINE LAST REFERRED TO SOUTH 26° 46′ 20" WEST 187.77 FEET TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE ALONG SAID ORDINARY HIGH TIDE LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 69° 56′ 00″ EAST 64.91 FEET, SOUTH 85° 01′ 00″ EAST 172.65 FEET, SOUTH 89° 19′ 40″ EAST 512.04 FEET, SOUTH 52° 41′ 20″ EAST 259.00 FEET, SOUTH 38° 26′ 30″ EAST 247.69 FEET, SOUTH 18° 49′ 30″ EAST 87.05 FEET, SOUTH 28° 11′ 16″ WEST 72.17 FEET, SOUTH 58° 18′ 20″ WEST 175.12 FEET, SOUTH 42° 38′ 50″ WEST 103.33 FEET, SOUTH 21° 07′ 30″ WEST 47.17 FEET, SOUTH 76° 22′ 20″ EAST 33.96 FEET, NORTH 07° 58′ 10″ EAST 50.49 FEET, SOUTH 68° 52′ 30″ EAST 47.17 FEET, NORTH 54° 36′ 20″ EAST 46.62 FEET, NORTH 37° 15′ 20″ EAST 178.40 FEET,

NORTH 56° 42′ 00″ EAST 84.77 FEET TO A POINT IN THE SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF WESTERN AVENUE, PREVIOUSLY REFERRED TO; THENCE ALONG SAID CENTERLINE PROLONGATION LEAVING SAID LINE OF ORDINARY HIGH TIDE, NORTH 45° 28′ 40″ EAST 507.62 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM SAID LAND ANY INTEREST WHICH WAS CONVEYED BY THE GENERAL REALTY CO., TO THE COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, BY THE DEED RECORDED ON FEBRUARY 24, 1956 AS INSTRUMENT NO. 3378 IN BOOK 50410, PAGE 182 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO THE SOUTHSHORES DEVELOPMENT CO., RECORDED ON FEBRUARY 14, 1958 AS INSTRUMENT NO. 4422 IN BOOK D-13, PAGE 279 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE LAND WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVION FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

EXCEPTING THEREFROM 50 PERCENT OF ALL GAS, OIL, OTHER HYDROCARBONS AND OTHER MINERALS, IN, ON OR UNDER SAID LAND, EXCEPT FROM SAID LAND THAT PORTION WHICH LIES UNDER ROAD AND HIGHWAYS; AND FURTHER EXCEPTING THEREFROM ONE HUNDRED PERCENT OF ALL GAS, OIL, OTHER HYDROCARBONS AND OTHER MINERALS IN, ON OR UNDER THAT PORTION OF SAID LAND THE SURFACE OF WHICH ON MAY 20, 1954, LAY UNDER ROADS AND HIGHWAYS; TOGETHER WITH THE RIGHTS AS HEREINAFTER LIMITED, TO DRILL, REDRILL, DEEPEN, COMPLETE, AND MAINTAIN WELL HOLES UNDER, THROUGH, AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES. BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF ONE HUNDRED (100) FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS EXCEPTED AND RESERVED BY LOUIS M. SEPULVEDA AND SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, AS TRUSTEES UNDER THE WILL OF ROMAN D. SEPULVEDA, DECEASED, AS RECORDED ON MAY 27, 1954, IN BOOK 44678 PAGE 286 AND BOOK 44674 PAGE 398, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

ALSO EXCEPTING THEREFROM, ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS IN AND UNDER SAID LAND NOT RESERVED IN DEEDS RECORDED MAY 27, 1954, IN BOOK 44678 PAGE 286, AND IN BOOK 44674 PAGE 398, OFFICIAL RECORDS OF LOS ANGELES COUNTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHTS AS HEREINAFTER LIMITED TO DRILL, REDRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR) AND OTHER MINERALS FROM SAID THROUGH SAID REAL PROPERTY TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF 100 FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS GRANTED TO FRED W MARLOW, A MARRIED MAN, ET A1, IN DEED RECORDED IN BOOK D-188 PAGE 152, OFFICIAL RECORDS OF LOS ANGELES COUNTY,.

ALSO EXCEPT ALL MINERAL DEPOSITS, NOT PREVIOUSLY RESERVED IN OTHER DOCUMENTS OF RECORD, AS DEFINED IN SECTION 6407 OF THE PUBLIC RESOURCE CODE BELOW A DEPTH OF 500 FEET, WITHOUT SURFACE RIGHTS OF ENTRY, AS RESERVED BY THE STATE OF CALIFORNIA, IN DEED RECORDED SEPTEMBER 19, 1995 AS INSTRUMENT NO. 95-1527008, OF OFFICIAL RECORDS.

APNs: 7563-002-908, 7563-005-907

## Exhibits A, B and C to Exclusive Easement Agreement No. 3500

Tunnel Easement Envelope

#### Exhibit "A"

#### Legal Description - Subsurface Easement

That portion of the certain parcel of land in Lot IV of the Subdivision of Lot M of the Original Partition of the Rancho Los Palos Verdes, in the City of Los Angeles, County of Los Angeles, State of California, as shown on a map recorded in Book 1, Page 47 of Records of Surveys, in the Office of the County Recorder of said County, which was conveyed in the deed to the County of Los Angeles, recorded September 12, 1978, as Instrument No. 78-1011981, Official Records of said County, being a strip of land, 30 feet wide, the centerline of said strip being described as follows:

**COMMENCING** at the southeasterly terminus of that certain course in the centerline of Paseo Del Mar, 80 feet wide, formerly Western Avenue and Pacific Avenue, described as having a bearing and distance of "North 51°33' West 50 feet" in the deed to the County of Los Angeles, recorded in Book 7174, Page 148, Official Records of said County (for the purposes of this description the existing bearing of this course is North 51°09'08" West);

Thence South 38°50'52" West 40.00 feet to the southwesterly side line of said Paseo Del Mar;

Thence along said southwesterly side line, North 51°09'08" West 28.19 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 800.00 feet, a radial line to said curve bears South 26°35'55" East, said point being the **TRUE POINT OF BEGINNING**:

Thence southwesterly and westerly along said curve through a central angle of 34°53'08" an arc length of 487.10 feet to the southwesterly prolongation of the centerline of Western Avenue as described in the deed to the County of Los Angeles recorded on June 11, 1926, in Book 5670, Page 321, of Official Records of said County, also known as the northwesterly line of said Instrument No. 78-1011981, Official Records of said County, and the terminus of the centerline of said strip.

The sidelines of said strip shall be lengthened or shortened to terminate in said southwesterly line of Paseo Del Mar and in said northwesterly line of said Instrument No. 78-1011981, Official Records of said County.

The above described parcel contains 14,612 square feet, or 0.335 acres, more or less.

Bearings and distances used in the above description are on the California Coordinate System (CCS83), Zone V, North American Datum of 1983 (NAD83) (NSRS2007, Epoch 2011.00). Divide grid distances shown by 1.000067014 to obtain ground level distances.

The above described parcel is located between elevations -1.5 feet and -32.1 feet based on the North American Vertical Datum of 1988, established at Benchmark

No. Y 11035 having an elevation of 387.417 feet according to County of Los Angeles Department of Public Works, Palos Verdes Quad, 2005 Adjustment.

All as shown on Exhibits "B" and "C" attached hereto and made a part hereof.

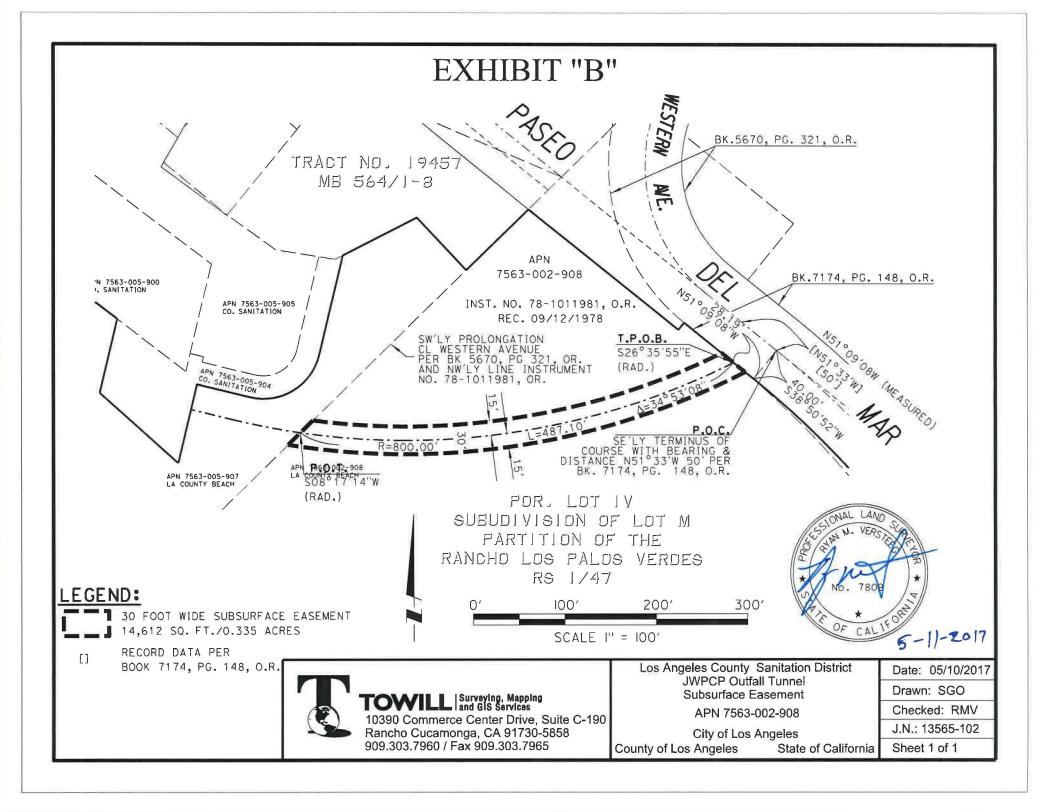
This legal description was prepared by me, or under my direction, in accordance with

the Professional Land Surveyors Act.

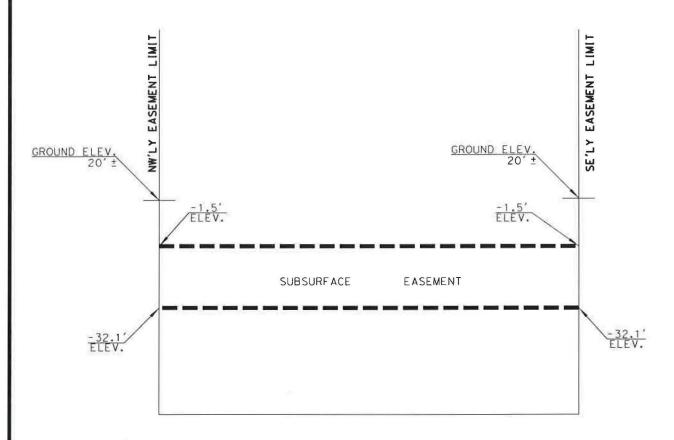
Ryan M. Versteeg, PLS 7809

Date

No. 7809



# EXHIBIT "C"



LOOKING NORTHERLY PROFILE NOT TO SCALE

ELEVATIONS ESTABLISHED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, ESTABLISHED AT BENCHMARK NO. Y 11035 HAVING AN ELEVATION OF 387.417 FEET ACCORDING TO COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, PALOS VERDES QUAD, 2005 ADJUSTMENT.







Surveying, Mapping and GIS Services

10390 Commerce Center Drive, Suite C-190 Rancho Cucamonga, CA 91730-5858 909.303.7960 / Fax 909.303.7965 Los Angeles County Sanitation District JWPCP Outfall Tunnel Subsurface Easement APN 7563-005-907

City of Los Angeles

County of Los Angeles State of California

Date: 05/10/2017

Drawn: SGO

Checked: RMV J.N.: 13565-102

Sheet 1 of 1

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY 1955 Workman Mill Road Whittier, CA 90601 Attention: Property Management Group

Exempt from Doc. Transfer Tax per R&TC §11922 Exempt from Recording Fee per Gov. C. §§ 6103 & 27383 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 7563-005-907

#### **EXCLUSIVE EASEMENT AGREEMENT NO. 3501**

(Effluent Outfall Tunnel)

Grantor is the owner of approximately 21 acres of real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as Royal Palms Beach, 1799 Paseo Del Mar, San Pedro, CA 90732 and described in Exhibit 1 (the "**Property**").

Grantor hereby grants to the District, its successors, and assigns, an exclusive perpetual subsurface tunnel easement ("**Easement**") (without right of surface entry) in, under, through and across a portion of the Property described in <u>Exhibit A</u> and depicted in <u>Exhibits B and C</u> ("**Tunnel Easement Envelope**").

The District has the right to use the Tunnel Easement Envelope for all purposes necessary or incidental to the drilling, boring, placement, construction, reconstruction, rehabilitation, repair, inspection, use, operation, and maintenance of an effluent outfall tunnel and appurtenances ("**Tunnel**") within the Tunnel Easement Envelope.

Grantor acknowledges it has been informed that the Tunnel and its appurtenances were designed and engineered based upon the conditions and weight loads within and over the Tunnel Easement Envelope as they exist as of the Effective Date. For example, vehicles may drive and park over the Tunnel Easement Envelope. Grantor shall not: 1) cause or allow any object to be placed within the Tunnel Easement Envelope; 2) cause or allow a structure to be placed above the Tunnel Easement Envelope with a shallow foundation that exceeds a bearing pressure of 3,000 pounds per square foot. Pile foundations must be installed by drilled methods and cannot be within 30 feet of the Tunnel Easement Envelope; or 3) interfere in any manner with the Tunnel Easement Envelope.

The District shall indemnify, defend and hold harmless Grantor, its agents, employees, successors, officers and assigns from any and all claim, action, suit, proceeding, loss, damage, liability, deficiency, fine, penalty, fee, cost, or expense (including, without limitation, attorneys' fees) resulting from any act or omission of the District, its officers, agents or employees arising out of the District's use of the Easement.

The Parties are signing this instrument as of the Effective Date.

#### **COUNTY OF LOS ANGELES**

2

	By:
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By:	_
	COUNTY SANITATION DISTRICT NO. OF LOS ANGELES COUNTY
	By:
	By: Grace R. Hyde Chief Engineer & General Manager
<b>APPROVED AS TO FORM:</b> Lewis Brisbois Bisgaard & Smith, LLP	
By: District Counsel	

[Signatures to be Notarized]

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)	
County of Los Angeles	)	
On	the person(s) whose name	, a Notary Public, , who proved to me on the basis of e(s) is/are subscribed to the within instrument
S	gnature(s) on the instrume	e same in his/her/their authorized capacity(ies), ent the person(s), or the entity upon behalf of
I certify under PENALTY (paragraph is true and correct		ws of the State of California that the foregoing
WITNESS my hand and of	ficial seal.	
Signature		

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OFFICIAL RECORDS OF SAID COUNTY, AS BEARING NORTH 45° 13′ 50″ EAST AND HAVING A LENGTH OF 184.07 FEET, SAID POINT BEING SOUTH 45° 28′ 40″ WEST (LOS ANGELES COUNTY BEARING AS SHOWN ON COUNTY SURVEYOR'S MAP NUMBER B-374) ALONG SAID CENTERLINE AND PROLONGATION, 534.07 FEET FROM THE NORTHEASTERLY EXTREMITY OF SAID COURSE, SAID POINT BEING THE SOUTHEAST CORNER OF TRACT NO. 19457 AS PER MAP RECORDED IN BOOK 564, PAGES 1 TO 8 INCLUSIVE OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT NO. 19457 NORTH 43° 16′ 37″ WEST 78.70 FEET; THENCE SOUTH 62° 39′ 13″ WEST 91.06 FEET TO THE LANDS OF LOS ANGELES COUNTY SANITATION DISTRICT AS RECORDED IN BOOK 50410, PAGE 182 AND BOOK 42468, PAGE 155 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID LINE SOUTH 13° 15′ 55″ WEST 111.26 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 62.50 FEET, THROUGH A CENTRAL ANGLE OF 90° 00′ 00″ A DISTANCE OF 98.17 FEET;

THENCE NORTH 76° 44′ 05″ WEST 60.00 FEET; THENCE SOUTH 13° 15′ 55″ WEST 87.94 FEET; THENCE NORTH 48° 28′ 40″ WEST 115.00 FEET; THENCE NORTH 13° 15′ 55″ EAST 82.49 FEET;

THENCE NORTH 52° 58' 01" WEST 196.94 FEET; THENCE NORTH 37° 23' 19" EAST 110.00 FEET TO THE MOST NORTHERLY CORNER OF THE LANDS OF LOS ANGELES COUNTY SANITATION DISTRICT; THENCE LEAVING SAID LANDS AND CONTINUING NORTH 37° 23′ 19" EAST 64.25 FEET TO SAID SOUTHERLY LINE OF SAID TRACT NO. 19457; THENCE A1ONG SAID SOUTHERLY TRACT LINE NORTH 70° 40′ 47″ WEST 98.86 FEET; THENCE NORTH 58° 35′ 47″ WEST 195.70 FEET; THENCE SOUTH 38° 00′ 23″ WEST 69.80 FEET; THENCE NORTH 73° 34′ 37″ WEST 90.00 FEET; THENCE NORTH 58° 34′ 27″ WEST 118.00 FEET TO THE MOST EASTERLY CORNER OF LOT 124 OF TRACT NO. 22374 RECORDED IN BOOK 606, PAGES 1 TO 7 INCLUSIVE OF MAPS IN SAID COUNTY RECORDER'S OFFICE; THENCE SOUTH 81° 46′ 14" WEST 217.55 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 123 OF SAID TRACT NO. 22374, SOUTH 3° 00' 47" EAST 25.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 123; THENCE SOUTH 70° 50′ 36″ WEST 68.97 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 122 OF SAID TRACT NO. 22374, SOUTH 3° 00' 47" EAST 44.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 122; THENCE SOUTH 85° 13′ 31" WEST 117.42 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 121 OF SAID TRACT NO. 22374, SOUTH 13° 18' 34" WEST 42.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 121; THENCE NORTH 86° 52′ 29" WEST 95.99 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 121 OF SAID TRACT NO. 22374, SOUTH 29° 07' 37" WEST 38.00 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 121; THENCE NORTH 67° 07' 50" WEST 27.92 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 18 DESCRIBED IN INSTRUMENT NO. 2060 RECORDED MARCH 14, 1957 IN BOOK 53915, PAGE 282 OF OFFICIAL RECORDS OF SAID COUNTY, BEING ALSO A POINT ON THE SOUTHEASTERLY LINE OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 7150, PAGE 94 OF DEEDS, RECORDS OF SAID COUNTY, AND THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE AFOREMENTIONED TRACT NO. 19457; THENCE ALONG SAID LINE LAST REFERRED TO SOUTH 26° 46′ 20" WEST 187.77 FEET TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE ALONG SAID ORDINARY HIGH TIDE LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 69° 56′ 00″ EAST 64.91 FEET, SOUTH 85° 01′ 00″ EAST 172.65 FEET, SOUTH 89° 19′ 40″ EAST 512.04 FEET, SOUTH 52° 41′ 20″ EAST 259.00 FEET, SOUTH 38° 26′ 30″ EAST 247.69 FEET, SOUTH 18° 49′ 30″ EAST 87.05 FEET, SOUTH 28° 11′ 16″ WEST 72.17 FEET, SOUTH 58° 18′ 20″ WEST 175.12 FEET, SOUTH 42° 38′ 50″ WEST 103.33 FEET, SOUTH 21° 07′ 30″ WEST 47.17 FEET, SOUTH 76° 22′ 20″ EAST 33.96 FEET, NORTH 07° 58′ 10″ EAST 50.49 FEET, SOUTH 68° 52′ 30″ EAST 47.17 FEET, NORTH 54° 36′ 20″ EAST 46.62 FEET, NORTH 37° 15′ 20″ EAST 178.40 FEET,

NORTH 56° 42′ 00″ EAST 84.77 FEET TO A POINT IN THE SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF WESTERN AVENUE, PREVIOUSLY REFERRED TO; THENCE ALONG SAID CENTERLINE PROLONGATION LEAVING SAID LINE OF ORDINARY HIGH TIDE, NORTH 45° 28′ 40″ EAST 507.62 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM SAID LAND ANY INTEREST WHICH WAS CONVEYED BY THE GENERAL REALTY CO., TO THE COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, BY THE DEED RECORDED ON FEBRUARY 24, 1956 AS INSTRUMENT NO. 3378 IN BOOK 50410, PAGE 182 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO THE SOUTHSHORES DEVELOPMENT CO., RECORDED ON FEBRUARY 14, 1958 AS INSTRUMENT NO. 4422 IN BOOK D-13, PAGE 279 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE LAND WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVION FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

EXCEPTING THEREFROM 50 PERCENT OF ALL GAS, OIL, OTHER HYDROCARBONS AND OTHER MINERALS, IN, ON OR UNDER SAID LAND, EXCEPT FROM SAID LAND THAT PORTION WHICH LIES UNDER ROAD AND HIGHWAYS; AND FURTHER EXCEPTING THEREFROM ONE HUNDRED PERCENT OF ALL GAS, OIL, OTHER HYDROCARBONS AND OTHER MINERALS IN, ON OR UNDER THAT PORTION OF SAID LAND THE SURFACE OF WHICH ON MAY 20, 1954, LAY UNDER ROADS AND HIGHWAYS; TOGETHER WITH THE RIGHTS AS HEREINAFTER LIMITED, TO DRILL, REDRILL, DEEPEN, COMPLETE, AND MAINTAIN WELL HOLES UNDER, THROUGH, AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES. BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF ONE HUNDRED (100) FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS EXCEPTED AND RESERVED BY LOUIS M. SEPULVEDA AND SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, AS TRUSTEES UNDER THE WILL OF ROMAN D. SEPULVEDA, DECEASED, AS RECORDED ON MAY 27, 1954, IN BOOK 44678 PAGE 286 AND BOOK 44674 PAGE 398, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

ALSO EXCEPTING THEREFROM, ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS IN AND UNDER SAID LAND NOT RESERVED IN DEEDS RECORDED MAY 27, 1954, IN BOOK 44678 PAGE 286, AND IN BOOK 44674 PAGE 398, OFFICIAL RECORDS OF LOS ANGELES COUNTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHTS AS HEREINAFTER LIMITED TO DRILL, REDRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR) AND OTHER MINERALS FROM SAID THROUGH SAID REAL PROPERTY TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY EXCEPT BENEATH A DEPTH OF 100 FEET BELOW THE SURFACE OF SAID REAL PROPERTY, AS GRANTED TO FRED W MARLOW, A MARRIED MAN, ET A1, IN DEED RECORDED IN BOOK D-188 PAGE 152, OFFICIAL RECORDS OF LOS ANGELES COUNTY,.

ALSO EXCEPT ALL MINERAL DEPOSITS, NOT PREVIOUSLY RESERVED IN OTHER DOCUMENTS OF RECORD, AS DEFINED IN SECTION 6407 OF THE PUBLIC RESOURCE CODE BELOW A DEPTH OF 500 FEET, WITHOUT SURFACE RIGHTS OF ENTRY, AS RESERVED BY THE STATE OF CALIFORNIA, IN DEED RECORDED SEPTEMBER 19, 1995 AS INSTRUMENT NO. 95-1527008, OF OFFICIAL RECORDS.

APNs: 7563-002-908, 7563-005-907

## Exhibits A, B and C to Exclusive Easement Agreement No. 3501

Tunnel Easement Envelope

#### Exhibit "A"

#### Legal Description - Subsurface Easement

That portion of Parcel 2 as described in the deed to the State of California recorded January 5, 1961 as Document No. 3027, in Book D1083, Page 201, Official Records of the County Recorder of the County of Los Angeles, and conveyed to the County of Los Angeles in deed recorded as Instrument No. 95-1527008, Official Records of said County Recorder, as shown on the map filed in Book 273, Pages 23 through 29 of Records of Survey, in the Office of said County Recorder, being a strip of land, 30 feet wide, the centerline of said strip being described as follows:

Commencing at the southeasterly terminus of that certain course in the centerline of Paseo Del Mar, 80 feet wide, formerly Western Avenue and Pacific Avenue, described as having a bearing and distance of "North 51°33' West 50 feet" in the deed to the County of Los Angeles, recorded in Book 7174, Page 148, Official Records of said County (for the purposes of this description the existing bearing of this course is North 51°09'08" West);

Thence South 38°50'52" West 40.00 feet to the southwesterly side line of said Paseo Del Mar;

Thence along said southwesterly side line, North 51°09'08" West 28.19 feet to the beginning of a non-tangent 800.00 foot radius curve, concave northwesterly, a radial line to said curve bears South 26°35'55" East, said point being the **TRUE POINT OF BEGINNING**:

Thence southwesterly and westerly along said curve through a central angle of 40°07'41" an arc length of 560.29 feet to the point of terminus of the centerline of said strip;

**EXCEPTING THEREFROM** that portion of said strip lying southeasterly of the southwesterly prolongation of the centerline of Western Avenue, shown as having a bearing of North 45°37'54 East on said Record of Survey.

**EXCEPTING THEREFROM** that portion of said strip lying northerly and northwesterly of the following described line:

**COMMENCING** at the westerly terminus of that certain course described in the southwesterly boundary of the land described in deed to County Sanitation District No. 5 of Los Angeles County recorded February 24, 1956 as Document No. 3378, in Book 50410, Page 182, Official Records of said County Recorder, having a bearing and distance of "North 76°30'28" West 60 feet" (shown as North 76°34'50" West 60.00 feet on said Record of Survey);

Thence along the boundary of said deed the following three (3) courses:

- 1) Thence South 76°34'50" East 60.00 feet to the beginning of a 62.50 foot radius curve, concave to the northwest;
- 2) Thence easterly, northeasterly and northerly along said curve through a central angle of 90°00'00", an arc length of 98.17 feet;
- 3) Thence North 13°25'10" East 11.15 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the boundary of said land described in said deed to the County Sanitation District No. 5, North 73°32'29" East 2.71 feet;

Thence North 67°20'46" East 14.78 feet;

Thence North 56°32'00" East 10.54 feet;

Thence South 06°11'59" West 49.88 feet;

Thence South 11°05'21" West 11.52 feet;

Thence South 14°24'50" West 10.21 feet to said southwesterly prolongation of the centerline of Western Avenue;

Thence along said southwesterly prolongation, South 45°37'54" West 9.83 feet;

Thence South 56°13'06" West 48.71 feet;

Thence South 81°00'41" West 65.49 feet;

Thence South 82°40'13" West 27.26 feet;

Thence North 64°11'37" West 26.82 feet to the easterly line of said deed to County Sanitation District No. 5 of Los Angeles County, and the terminus of said line.

The above described parcel contains 618 square feet, or 0.014 acres, more or less.

Bearings and distances used in the above description are on the California Coordinate System (CCS83), Zone V, North American Datum of 1983 (NAD83) (NSRS2007, Epoch 2011.00). Divide grid distances shown by 1.000067014 to obtain ground level distances.

The above described parcel is located between elevations -1.5 feet and -32.1 feet based on the North American Vertical Datum of 1988, established at Benchmark No. Y 11035 having an elevation of 387.417 feet according to the County of Los Angeles Department of Public Works, Palos Verdes Quad, 2005 Adjustment.

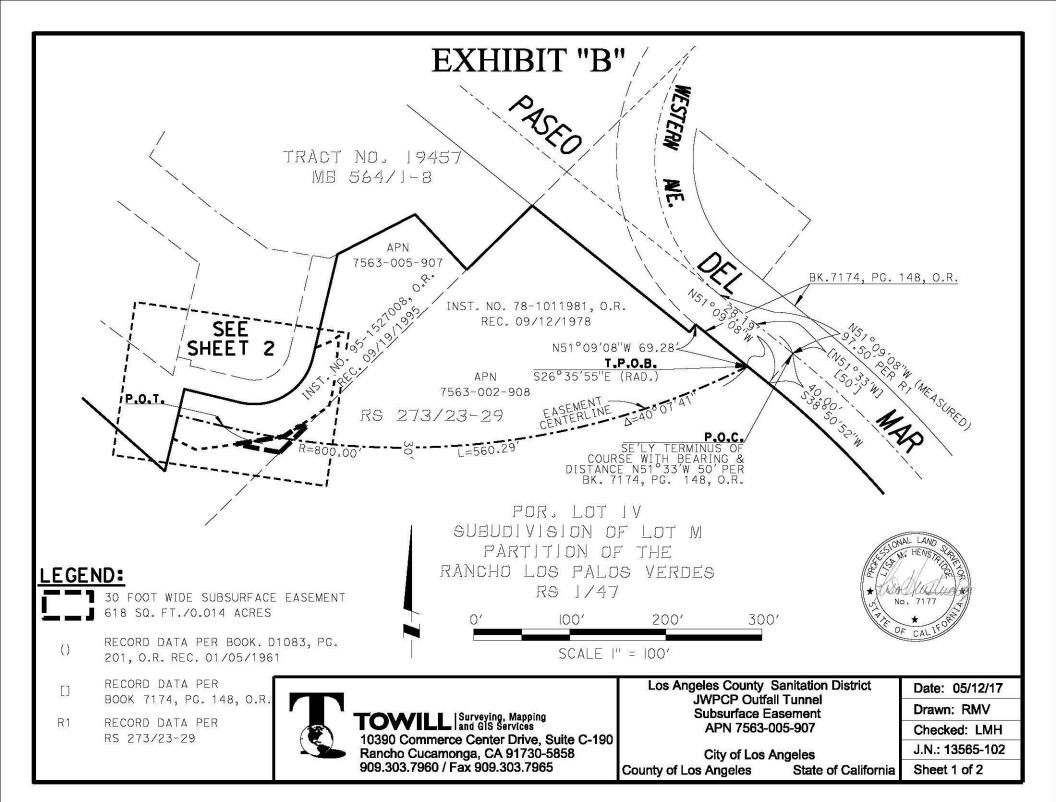
All as shown on Exhibits "B" and "C" attached hereto and made a part hereof.

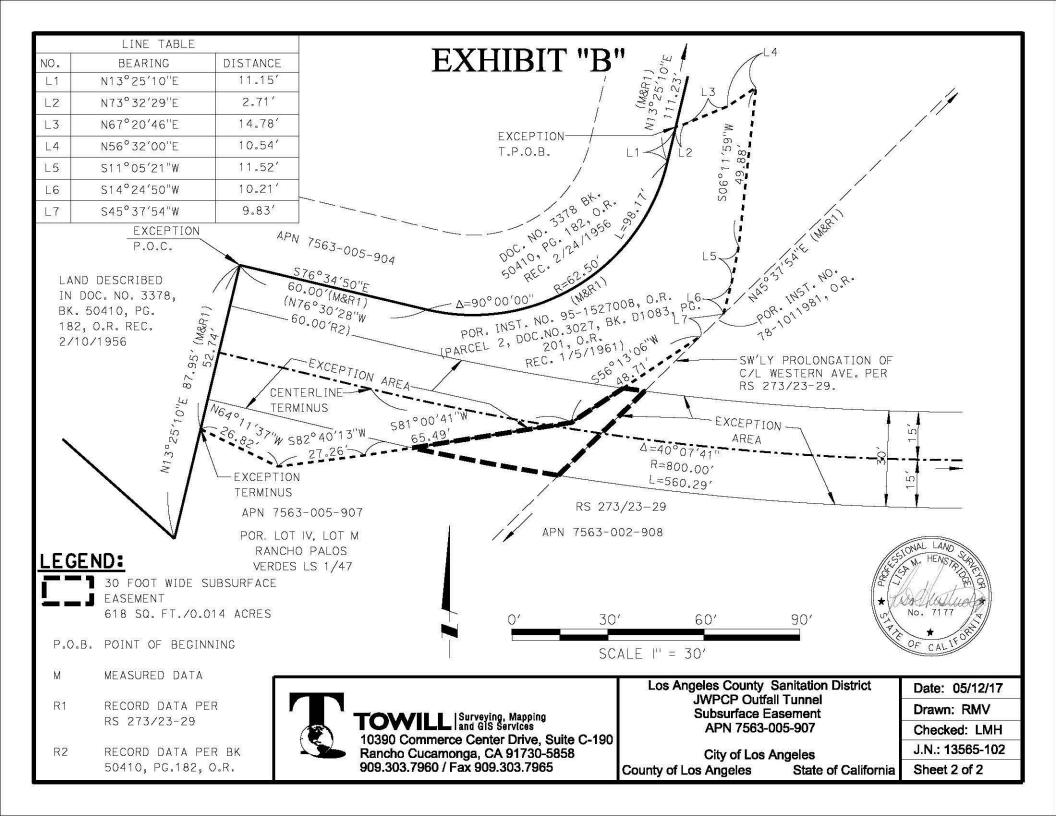
This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors Act.

05/12/2017

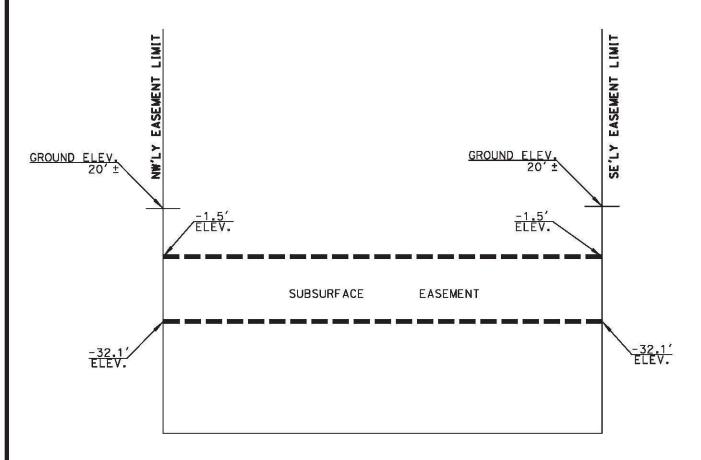
Lisa M. Henstridge, PLS 7177

Date





# **EXHIBIT** "C"



LOOKING NORTHERLY PROFILE NOT TO SCALE

ELEVATIONS ESTABLISHED BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, ESTABLISHED AT BENCHMARK NO. Y 11035 HAVING AN ELEVATION OF 387.417 FEET ACCORDING TO COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, PALOS VERDES QUAD, 2005 ADJUSTMENT.





**FOWILL** Surveying, Mapping and GIS Services

10390 Commerce Center Drive, Suite C-190 Rancho Cucamonga, CA 91730-5858 909.303.7960 / Fax 909.303.7965 Los Angeles County Sanitation District
JWPCP Outfall Tunnel
Subsurface Easement
APN 7563-005-907

City of Los Angeles
County of Los Angeles State of California

Date: 05/10/2017

Drawn: SGO/RMV Checked: LMH

J.N.: 13565-102 Sheet 1 of 1

# **Exhibit 4 to Purchase and Sale Agreement**

Grant Deeds Nos. 1236 and 1237 for Fee Title Acquisition

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY 1955 Workman Mill Road Whittier, CA 90601 Attention: Property Management Group

Exempt from Doc. Transfer Tax per R&TC §11922 Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 7563-005-907

#### **GRANT DEED NO. 1236**

**COUNTY OF LOS ANGELES** ("**Grantor**") is the owner of approximately 21 acres of real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as Royal Palms Beach, 1799 Paseo Del Mar, San Pedro, CA 90732 (the "**Property**").

Grantor hereby grants to **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code Section 2700 *et seq.* ("District"), all of Grantor's rights, title, and interest presently held or acquired in the future in the portions of the Property, described in <u>Exhibit A</u> and depicted in <u>Exhibit B</u>.

Grantor, for itself, its successors and assigns, represents, warrants and covenants with the District, its successors and assigns, that Grantor has the full power and lawful authority to grant and convey the rights described above.

#### COUNTY OF LOS ANGELES

	Ву: _	Gary Jones, Director Department of Beaches and Harbors
APPROVED AS TO FORM:		
MARY C. WICKHAM County Counsel		
By:		

[Signature to be Notarized]

[District's Certificate of Acceptance for Grant Deed No. 1236]

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California		)
County of Los Angeles		)
On	_, before me, _	, a Notary Public, , who proved to me on the basis of nose name(s) is/are subscribed to the within instrument
personally appeared	.1 () 1	who proved to me on the basis of
_	•	ecuted the same in his/her/their authorized capacity(ies),
-		instrument the person(s), or the entity upon behalf of
which the person(s) acted, or	executed the inst	rument.
I certify under PENALTY (paragraph is true and correct		nder the laws of the State of California that the foregoing
WITNESS my hand and of	ficial seal.	
Signature		
Digitature		

# Exhibits A and B to Grant Deed No. 1236

Property Acquired in Fee

#### Exhibit "A"

#### Legal Description – Fee Acquisition

#### PARCEL 1

That portion of Parcel 2 as described in deed to the State of California recorded January 5, 1961, as Document No. 3027, in Book D1083, Page 201, of Official Records of the County Recorder of the County of Los Angeles, and conveyed to the County of Los Angeles in deed recorded as Instrument No. 95-1527008, of Official Records of said County Recorder, and that portion described in the deed recorded as Instrument No. 78-1011981, of Official Records of said County Recorder, all shown on the map filed in Book 273, Pages 23 through 29 of Records of Survey, in the Office of said County Recorder, described as follows:

**BEGINNING** at the westerly terminus of that certain course described in the deed to County Sanitation District No. 5 of Los Angeles County recorded February 24, 1956, as Document No. 3378, in Book 50410, Page 182, of Official Records, in the Office of said County Recorder, having a bearing and distance of "North 76°30'28" West 60 feet" (shown as North 76°34'50" West 60.00 feet on said Record of Survey);

Thence along the following three (3) courses of said deed:

- 1) Thence South 76°34'50" East 60.00 feet to the beginning of a 62.50 foot radius curve, concave to the northwest;
- 2) Thence easterly, northeasterly and northerly along said curve through a central angle of 90°00'00", an arc length of 98.17 feet;
- 3) Thence North 13°25'10" East 11.15 feet;

Thence leaving the boundary of said land described in said deed to the County Sanitation District No. 5, North 73°32'29" East 2.71 feet;

Thence North 67°20'46" East 14.78 feet;

Thence North 56°32'00" East 10.54 feet;

Thence South 06°11'59" West 49.88 feet;

Thence South 11°05'21" West 11.52 feet;

Thence South 14°24'50" West 10.21 feet to the southwesterly prolongation of the centerline of Western Avenue:

Thence along said southwesterly prolongation, South 45°37'54" West 9.83 feet;

Thence South 56°13'06" West 48.71 feet;

Thence South 81°00'41" West 65.49 feet;

Thence South 82°40'13" West 27.26 feet;

Thence North 64°11'37" West 26.82 feet to the easterly line of said deed to County Sanitation District No. 5 of Los Angeles County;

Thence along said easterly line, North 13°25'10" East 52.74 to the **POINT OF BEGINNING**.

The above described Parcel 1 contains 8,161 square feet, or 0.187 acres, more or less.

#### PARCEL 2

A triangular parcel of land, being a portion of Parcel 2 as described in the deed to the State of California recorded January 5, 1961, as Document No. 3027, in Book D1083, Page 201, of Official Records in the Office of the County Recorder of the County of Los Angeles, and conveyed to the County of Los Angeles in deed recorded as Instrument No. 95-1527008, Official Records of said County Recorder, all shown on the map filed in Book 273, Pages 23 through 29 of Records of Survey, in the Office of said County Recorder, bounded as follows:

Bounded northeasterly by the northwesterly prolongation of the northeasterly line of the land described in the deed to County Sanitation District No. 2 of Los Angeles County recorded August 14, 1953, as Document No. 3281, in Book 42468, Page 155, of Official Records of said County Recorder;

Bounded southeasterly by the northwesterly line of the land described in the deed to County Sanitation District No. 2 of Los Angeles County recorded August 14, 1953, as Document No. 3281, in Book 42468, Page 155, of Official Records of said County Recorder;

And bounded westerly by the following described line:

**BEGINNING** at the most westerly corner of the land described in said Document No. 3281;

Thence along a direct line, North 22°40'20" East 166.24 feet to the most westerly corner of Lot 2 of Tract No. 19457, as shown on the map filed in Book 564, Pages 1 through 8 of Maps, in the Office of said County Recorder;

The above described Parcel 2 contains 1,604 square feet, or 0.037 acres, more or less.

Bearings and distances used in the above description are on the California Coordinate System (CCS83), Zone V, North American Datum of 1983 (NAD83) (NSRS2007, Epoch 2011.00). Divide grid distances shown by 1.000067014 to obtain ground level distances.

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

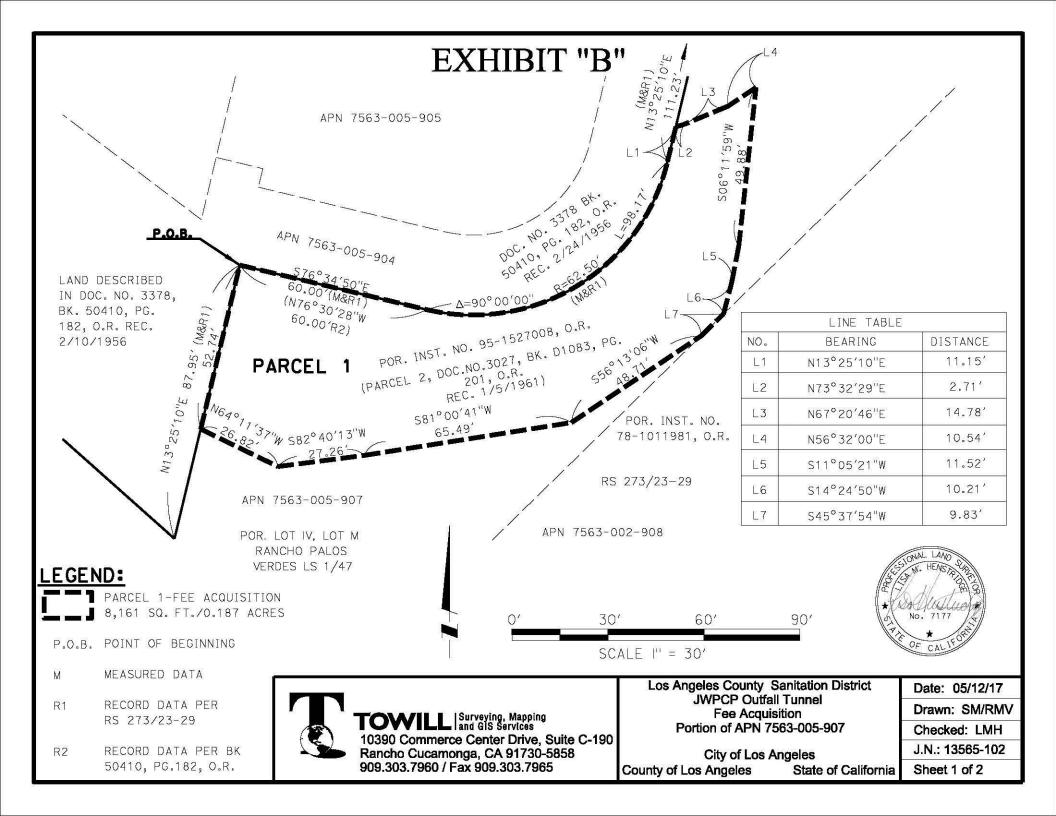
This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors Act.

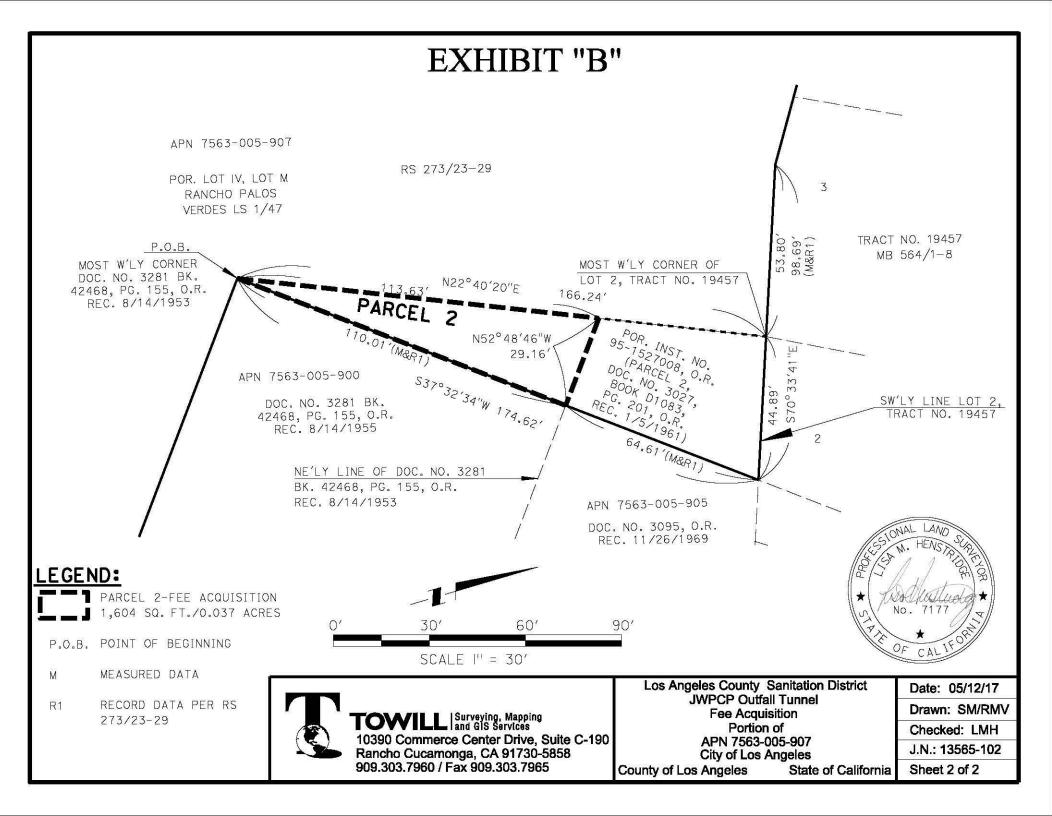
05/16/2017

No. 7177

Lisa M. Henstridge, PLS 7177

Date





RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY 1955 Workman Mill Road Whittier, CA 90601 Attention: Property Management Group

Exempt from Doc. Transfer Tax per R&TC §11922 Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 7563-005-907

#### **GRANT DEED NO. 1237**

**COUNTY OF LOS ANGELES** ("**Grantor**") is the owner of approximately 21 acres of real property located in the City of Los Angeles, County of Los Angeles, State of California commonly known as Royal Palms Beach, 1799 Paseo Del Mar, San Pedro, CA 90732 (the "**Property**").

Grantor hereby grants to **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code Section 2700 *et seq.* ("District"), all of Grantor's rights, title, and interest presently held or acquired in the future in the portions of the Property, described in Exhibit A and depicted in Exhibit B.

Grantor, for itself, its successors and assigns, represents, warrants and covenants with the District, its successors and assigns, that Grantor has the full power and lawful authority to grant and convey the rights described above.

#### **COUNTY OF LOS ANGELES**

By:
Gary Jones, Director
Department of Beaches and Harbors
re to be Notarized

[District's Certificate of Acceptance for Grant Deed No. 1237]

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California		)
County of Los Angeles		)
On	_, before me, _	, a Notary Public, , who proved to me on the basis of nose name(s) is/are subscribed to the within instrument
personally appeared	.1 () 1	who proved to me on the basis of
_	•	ecuted the same in his/her/their authorized capacity(ies),
-		instrument the person(s), or the entity upon behalf of
which the person(s) acted, or	executed the inst	rument.
I certify under PENALTY (paragraph is true and correct		nder the laws of the State of California that the foregoing
WITNESS my hand and of	ficial seal.	
Signature		
Digitature		

# **Exhibits A and B to Grant Deed No. 1237**

Property Acquired in Fee

### Exhibit "A"

#### Legal Description – Fee Acquisition

That portion of Parcel 2 as described in the deed to the State of California recorded January 5, 1961 as Document No. 3027, in Book D1083, Page 201, of Official Records of the County Recorder of the County of Los Angeles, and conveyed to the County of Los Angeles in deed recorded as Instrument No. 95-1527008, of Official Records of said County Recorder, as shown on map filed in Book 273, Pages 23 through 29 of Records of Survey, in the Office of said County Recorder, described as follows:

**BEGINNING** at the intersection of the southwesterly line of the land described in the deed to County Sanitation District No. 2 of Los Angeles County recorded August 14, 1953 as Document No. 3281, in Book 42468, Page 155, Official Records of said County Recorder, with the westerly line of the land described in the deed to County Sanitation District No. 5 of Los Angeles County recorded February 24, 1956 as Document No. 3378, in Book 50410, Page 182, Official Records of said County Recorder, as shown on said Record of Survey;

Thence along said westerly line, South 13°25'10" West 39.64 feet;

Thence North 32°56'11" West 34.23 feet;

Thence North 50°52'42" East 25.36 feet to said southwesterly line;

Thence along said southwesterly line, South 52°48'46" East 10.21 feet to the **POINT OF BEGINNING**.

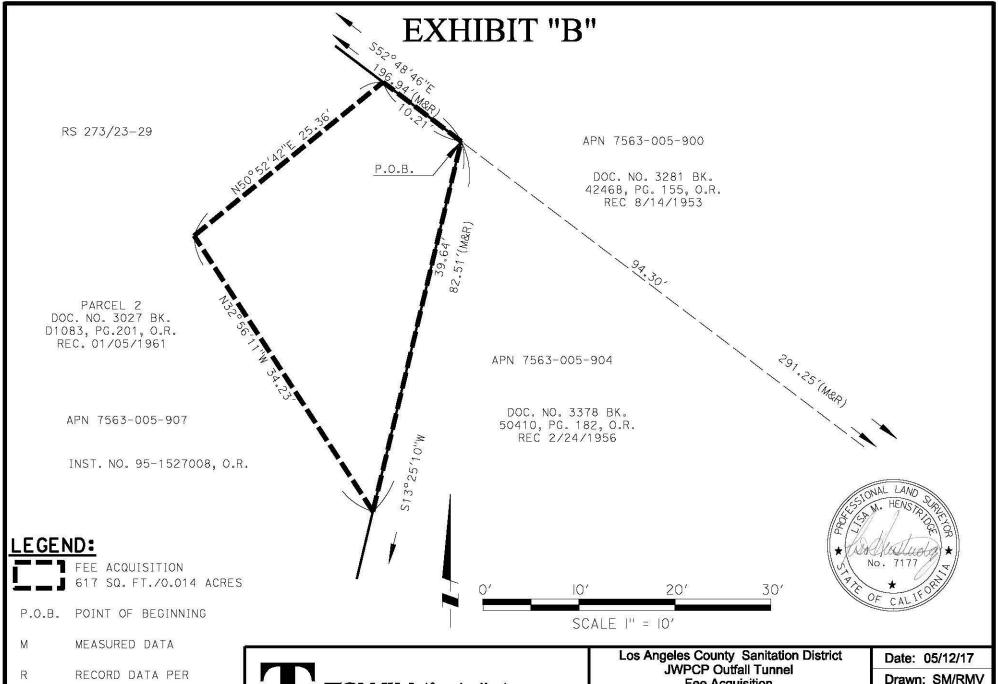
The above described parcel contains 617 square feet, or 0.014 acres, more or less.

Bearings and distances used in the above description are on the California Coordinate System (CCS83), Zone V, North American Datum of 1983 (NAD83) (NSRS2007, Epoch 2011.00). Divide grid distances shown by 1.000067014 to obtain ground level distances.

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

This legal description was prepared by me, o	or under my direction, in accordance with
the Professional Land Surveyors Act.	

Usa M. Henstridge, PLS 7177 Date



RS 273/23-29

TOWILL | Surveying, Mapping and GIS Services | 10390 Commerce Center Drive, Suite C-190 Rancho Cucamonga, CA 91730-5858 | 909.303.7960 / Fax 909.303.7965

Los Angeles County Sanitation District
JWPCP Outfall Tunnel
Fee Acquisition
Portion of
APN 7563-005-907
City of Los Angeles

City of Los Angeles
County of Los Angeles State of California

Checked: LMH

J.N.: 13565-102

Sheet 1 of 1

# Sale of Surplus Land and Grant of Easements from the County of Los Angeles to the County Sanitation District No. 2 of Los Angeles County at Royal Palms Beach



Caring for Your Coast

## Overview of the Joint Outfall System





### Overview

- The County Sanitation District No. 2 of Los Angeles County (District) has begun implementation of their Clearwater Program, which consists of constructing an approximately \$700 million effluent tunnel to convey treated wastewater from the Joint Water Pollution Control Plant in the City of Carson to an existing ocean discharge system located at Royal Palms Beach in The City of Los Angeles.
- In order to complete the implementation of the Clearwater Program, the District must acquire property rights from the County

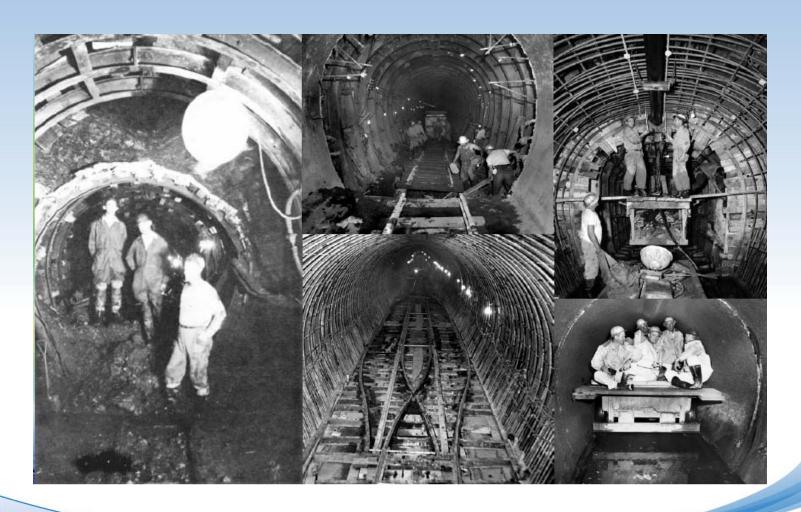


### Reasons for Clearwater Program

- Upgrade aging infrastructure
- Provide adequate capacity for population growth
- Increase recycled water use



## Existing 8 & 12-Foot Tunnels constructed in 1937/1958





## Proposed New Effluent Outfall Tunnel



#### Proposed Clearwater Program Project:

- 18-foot internal diameter
- 7-miles long
- Starts at Districts' Joint Water Pollution
   Control Plant in Carson
- Ends at Royal Palms Beach in San Pedro



### Property Rights Being Acquired

- 1. Fee Title
- 2. Permanent Subsurface Easements
- 3. Temporary Construction Easement (TCE)
  - Surface
  - Subsurface



## Fee Title Acquisition Area





## Permanent Subsurface Easement Areas





## Temporary Construction Easement Area (Part 1)





## Temporary Construction Easement Area (Part 2)





## Estimated Project Schedule

- Start of physical work Q4 2018
- Start of tunneling 2019
- Start of work at Royal Palm Beach 2022/2023
- Complete work at Royal Palm Beach 2025/2026



### **Contact Information**

Sanitation Districts of Los Angeles County:

Stan Pegadiotes, Supervising Engineer

Office: (562) 908-4288 ext. 2705

Email: SPegadiotes@lacsd.org

County of Los Angeles Department of Beaches and Harbors:

Michael Rodriguez, Chief Property Manager

Office: (424) 526-7737

Email: mirodriguez@bh.lacounty.gov





Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

John Kelly

Brock Ladewig

January 24, 2018

TO:

Beach Commission

FROM Gary Jones, Director

SUBJECT: ITEM 5A - ONGOING ACTIVITIES REPORT

#### **BOARD ACTIONS ON ITEMS RELATING TO BEACHES**

On November 7, 2017, the Board approved a revised motion by Supervisor Janice Hahn to direct the Chief Executive Officer—in coordination with County Counsel, the Directors of Public Works, Beaches and Harbors, Parks and Recreation and the Sheriff—to conduct a security evaluation of bike paths, walking trails and promenades within the responsibility of the County to ensure the safety of pedestrians and bicyclists using them, and report back to the Board in 45 days.

On November 14, 2017 the Board authorized the Director of Beaches and Harbors to negotiate an amendment to the existing concession agreement, mutually acceptable to both parties, with the current restaurant concessionaire for the active and continuous operation of a restaurant at the Gladstones Restaurant site at Will Rogers State Beach for a two- to five-year period; and execute the amendment, and any other related documents that may be necessary, in order to effectuate the transaction.

Also, on November 14, 2017, the Board waived the \$250 permit fee and reduced the parking fee to \$5 for approximately 30 vehicles at Malibu Surfrider Beach, excluding the cost of liability insurance, for the surf therapy event hosted by the Mighty Under Dogs on November 18, 2017.

On December 5, 2017, the Board waived the 15% gross receipts fees up to \$3,000, reduced the permit fee to \$100 and waived \$360 in parking fees for the 60 volunteers at Dockweiler State Beach, excluding the cost of liability insurance, for the Autism Foundation's 8th Annual Operation Jack Marathon/Half Marathon on December 26, 2017.

Beach Commission Ongoing Activities Report January 24, 2018 Page 2

On December 12, the Board approved the Conflict of Interest Codes for the Broad Beach Geologic Hazard Abatement District, Board of Supervisors, Department of Coroner, Palmdale Water District, Rowland Unified School District, Santa Monica-Malibu Unified School District, Sheriff's Department, South Bay Regional Public Communications Authority, Southern California Regional Occupational Center, Temple City Unified School District, Torrance Unified School District and recognized the dissolution of the Arroyo Verdugo Subregion effective October 4, 2017, as well as the dissolution of LA Works effective June 30, 2017, and the abolishment of their respective conflict of interest codes.

On December 19, 2017, the Board waived the \$600 gross receipts fee, and reduced the permit fee to \$125 and the parking fee to \$5 per vehicle for up to 20 vehicles at Zuma Beach, excluding the cost of liability insurance, for the Scholastic Surf Series' surfing competitions on January 6 and 7, 2018.

GJ:CB:mw



Caring for Your Coast

Gary Jones

Kerry Silverstrom

John Kelly

Brock Ladewig

January 24, 2018

TO:

Beach Commission

FROM:

Gary Jones, Director

SUBJECT:

ITEM 5B - BEACH AND MARINA DEL REY SPECIAL EVENTS

#### **BEACH EVENTS**

#### **DOCKWEILER YOUTH CENTER TAI CHI**

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Playa del Rey Mondays and Thursdays 8:30 a.m. – 9:30 a.m.

Come and experience Tai Chi class to learn and practice the forms that promote relaxation, balance, coordination, flexibility and strength.

For more information: Call (310) 726-4128 or visit beaches.lacounty.gov

#### **DOCKWEILER YOUTH CENTER FREE ZUMBA**

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Los Angeles Mondays and Wednesdays 6:30 p.m. – 7:30 p.m.

Ditch your boring workout and join the Los Angeles County Department of Beaches and Harbors' (Department) Zumba class at the Dockweiler Youth Center!

For more information: Call (310) 726-4128 or visit beaches.lacounty.gov

#### **DOCKWEILER YOUTH CENTER YOGA**

Dockweiler Youth Center ◆ 12505 Vista del Mar ◆ Los Angeles Fridays 6:30 p.m. – 7:30 p.m.

Grab your mat and experience the ultimate yoga workout that promotes flexibility, breathing and relaxation techniques, while strengthening and toning muscles. All levels welcome.

For more information: Call (310) 726-4128 or visit beaches.lacounty.gov

#### **SHORE FISHING**

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Playa del Rey Saturdays 9:00 a.m. – 10:30 a.m.

The Department is offering an introduction to shore fishing class. Come enjoy a beautiful morning of fishing from the shores of Dockweiler Beach. Fishing poles and bait will be provided at no cost. All ages are welcome. Anyone under the age of 12 years old must be accompanied by an adult. Anyone over the age of 16 years old must present a valid California fishing license to participate. Fishing licenses can be purchased locally at West Marine: 4750 Admiralty Way, Marina del Rey, CA, 90292, (310) 823-5357 or Marina del Rey Sportfishing: 13759 Fiji Way, Marina del Rey, CA, 90292, (310) 822-3625. Please call to pre-register at (310)726-4128. \*Limited to 10 participants per session.

For more information: Call (310) 726-4128 or visit beaches.lacounty.gov

#### DOCKWEILER YOUTH CENTER MAKE IT AND TAKE IT CRAFT CLASS

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Playa del Rey Saturdays 10:00 a.m. – 11:00 a.m.

The Department is offering a FREE crafts class every Saturday morning. All children under 12 are welcome with an adult.

For more information: Call (310) 726-4128 or visit beaches.lacounty.gov

#### **NOTHIN' BUT SAND BEACH CLEANUP**

Dockweiler Beach ◆ 11999 Vista Del Mar, Tower 54 ◆ Playa Del Rey February 17, 2018 10:00 a.m. – 12:00 p.m.

Join the fun to help keep our oceans clean and safe from harmful trash. Cleaning volunteers must be 13 years old or be accompanied by an adult. Volunteers under 18 must have a waiver signed by parent or guardian. Bags and gloves will be provided. However, to help cut down on the number of bags used for the cleanup, please bring a bucket or bag from home.

For more information: Call 1 (800) Heal-Bay ext. # 145 or visit https://healthebay.org/event/nothin-sand-beach-cleanup-2/

#### MARINA DEL REY EVENTS

#### **THE FREE RIDE**

Daily service 12:00 p.m. – 9:00 p.m.

Catch free on-demand transportation aboard a five-passenger electric shuttle. The service provides transportation to attractions within Marina del Rey, including Fisherman's Village, Burton Chace Park, Waterside Shopping Center, and many restaurants. Select shuttles also travel to the Venice Pier and to Abbot Kinney Blvd. in Venice.

Wave down a Free Ride car and hop in, or text your pick-up location and passenger count to (323) 435-5000. Please allow 10 – 15 minutes for pick-up. Kids must be big enough to use a regular seatbelt; child-safety seats are not provided. Dogs are welcome.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

#### **BURTON CHACE PARK WALKING CLUB**

Burton Chace Park ◆ Lobby ◆ 13650 Mindanao Way ◆ Marina del Rey Tuesdays & Thursdays 10:30 a.m. – 11:30 a.m.

The Department is sponsoring a FREE one-hour walking club. Get your exercise while taking in the beautiful view of the Marina del Rey harbor. Please RSVP by calling (424) 526-7910.

For more information: Call (424) 526-7910 or visit beaches.lacounty.gov

#### **BEACH SHUTTLE**

Fridays and Saturdays from 10:00 a.m. – 10:00 p.m. Sundays and Holidays from 10:00 a.m. – 8:00 p.m.

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and the Venice Beach Pier, and enjoy the surf, sand and surroundings of Marina del Rey in a hassle-free and relaxing way. Now with extended service, the Beach Shuttle will operate year round on weekends and holidays.

For more information: Call the Marina del Rey Visitors Center (424) 526-7900 or visit beaches.lacounty.gov

#### MARINA DEL REY FARMERS' MARKET

Parking Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey Saturdays 9:00 a.m. – 2:00 p.m.

The Department, in collaboration with Southland Farmers' Markets Association, is offering the Marina del Rey Farmers' Market on Saturdays. The Marina del Rey Farmers' Market offers fresh, locally-grown organic and conventionally grown fruits and veggies. Also available are prepared and packaged foods, hand-crafted products and much more! Paid parking is available for 25 cents for every 10 minutes.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

#### FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

13755 Fiji Way ♦ Marina del Rey Sponsored by Pacific Ocean Management, LLC Saturdays & Sundays 1:00 p.m. – 4:00 p.m.

Saturday, January 27<sup>th</sup> Charangoa (Salsa/Latin)

Sunday, January 28<sup>th</sup> 2Azz1 (Jazz/Funk)

For more information: Call Pacific Ocean Management at (310) 306-0400

HOUSEHOLD HAZARDOUS WASTE AND E-WASTE ROUNDUP

Dock 52 Parking Lot ♦ 13483 Fiji Way ♦ Marina del Rey Saturday, February 17, 2018 9:00 a.m. – 3:00 p.m.

The County of Los Angeles Department of Public Works and the Sanitation Districts of Los Angeles are sponsoring the annual Household Hazardous Waste and E-Waste Roundup for the proper disposal of environmentally harmful household substances and electronic waste.

For more information: Call Sanitation Districts of Los Angeles County at (800) 238-0173 or visit their website at www.lacsd.org

GJ:CB:mw



January 24, 2018

Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Brock Ladewig Deputy Director

TO:

Beach Commission

FROM:

Gary Jones, Director

SUBJECT: ITEM 5C - OPERATIONAL SERVICES DIVISION PROJECTS REPORT

Item 5C on your agenda provides the Commission with a listing of the Department's projects that are either planned or in progress. There were 71 service requests placed with the County's Internal Services Department to perform work that was either too large for our internal staff to handle or beyond our expertise. Listed below are the projects that exceeded \$50,000:

- Establish new sewer connection White Point estimated cost \$820.000
- Renovate restroom Torrance Beach (Burnout) estimated cost \$250,000
- Renovate restroom Torrance Lifeguard Station estimated cost \$300,000
- Renovate restroom Redondo Beach (Topaz) estimated cost \$275,000
- Replace water line Dockweiler Beach estimated cost \$645,000
- Annual RV renovation Dockweiler Beach estimated cost \$200,000
- Renovate restroom Topanga Beach estimated cost \$150,000
- Replace view pier stairs Topanga Beach Stairs estimated cost \$125,000
- Replace fence Dan Blocker estimated cost \$80,000
- Renovate restroom Malibu Surfrider estimated cost \$179,000
- Replace fence Malibu Surfrider estimated cost \$88,000
- Replace restrooms (#1 and #3) Point Dume Beach estimated cost \$1,000,000
- Replace water line Zuma Beach estimated cost \$1,500,000
- Renovate restrooms (#6 and #8) Zuma Beach estimated cost \$1,000,000
- Install sewer liners Zuma Beach estimated cost \$82,000
- Repair concession window covers Zuma Beach estimated cost \$200,000

#### Establish new sewer connection at White Point - \$820,000

This project will connect the public restroom at White Point via 500 lineal feet of the force main to a nearby trunk sewer. The former sewer line was disconnected due to a landslide that occurred in November 2011.

Status: The scope and conceptual drawings are developed and are being reviewed for CEO funding. Project will be ready to begin September 2018.

#### Renovate restroom at Torrance Beach (Burnout) - \$250,000

The scope of work includes removing and installing a new tile roof; replacing vent grid; replacing the existing floor and wall tiles; installing new toilet and sink fixtures; and installing new partitions with benches and grab bars to comply with the Americans with Disabilities Act.

Status: Project is scheduled to begin spring 2018.

#### Renovate restroom at Torrance Lifeguard Station - \$300,000

The scope of work includes repairing the damaged block; removing and installing a new tile roof; replacing the existing floor and wall tiles; installing new toilet and sink fixtures; and installing new partitions with benches and grab bars to comply with the Americans with Disabilities Act.

Status: Project is scheduled to begin fall 2018.

#### Renovate restroom at Redondo Beach (Topaz) – \$275,000

The scope of work includes repairing the block; removing and installing a new tile roof; replacing damaged fascia; replacing the existing floor and wall tiles; installing new toilet and sink fixtures; and installing new partitions with benches and grab bars to comply with the Americans with Disabilities Act.

Status: Project is scheduled to begin fall 2018.

#### Replace water line at Dockweiler Beach - \$645,000

The scope of work includes abandoning the existing water line and adding a new line, a new water main, and a second meter for the RV Park. The new water main will serve the Lifeguard station, the entrance kiosk, and the irrigation system from the existing meter to the facilities.

Status: The project is being reviewed by CEO and scheduled to begin fall 2018.

#### Annual RV Renovation at Dockweiler – \$200,000

The annual renovation will include electrical maintenance of all the pedestals; repair showers and restroom fixtures as required; painting all three (3) restrooms and office area; repairing damaged landscaping; slurry seal and restripe the entire lot; and general cleanup of the facility and restrooms.

Status: Project started on January 3, 2018 and will be completed by January 31, 2018.

#### Renovate restroom at Topanga Beach - \$150,000

The scope includes replacing old plumbing fixtures with more efficient fixtures; replacing the partitions; adding hand dryers; replacing tile; and painting the interior and exterior of the building.

Status: Project has started with the exterior of the building. The renovations are scheduled to be completed in March 2018.

#### Replace view pier stairs at Topanga Beach Stairs - \$125,000

The scope of work includes developing a set of plans; removing the existing stair structure; and installing a new one.

Status: Project is scheduled to begin fall 2018.

#### Replace fence at Dan Blocker - \$80,000

The scope of work includes removing existing fence fabric; replacing damaged posts; placing poly-coated sleeves over all the posts to protect them; and installing new poly-coated fence fabric to help protect beach patrons from entering the parking lot from steep terrain.

Status: Project is scheduled to be completed spring 2018.

#### Renovate restroom at Malibu Surfrider - \$179,000

The scope includes replacing old plumbing fixtures with more efficient fixtures; replacing the partitions and benches; adding hand dryers; replacing the doors and tile; repairing the damaged sewer laterals; refinishing the floors; and painting the interior and exterior of the building. Compliance with the Americans with Disabilities Act will be addressed during the construction.

Status: Project is scheduled to begin fall 2018.

#### Replace fence at Malibu Surfrider – \$88,000

The scope of work includes removing existing fence fabric; replacing damaged posts; placing poly-coated sleeve over all the posts to protect them; and installing new poly-coated fence fabric to help protect beach patrons from entering the parking lot from steep terrain.

Status: Project is scheduled to begin spring 2018.

#### Replace restrooms (#1 and #3) at Point Dume Beach - \$1,000,000

The scope of work includes demolishing existing buildings; installing new prefab restrooms; and tie into existing utilities.

Status: Project is scheduled to begin winter 2018.

#### Replace water line at Zuma Beach - \$1,500,000

The scope of work includes abandoning the existing water line; adding a new line for the nine restrooms; and installing a new backflow device.

Status: Project is scheduled to be completed spring 2018.

#### Renovate restrooms (#6 and #8) at Zuma Beach - \$1,000,000

The scope of work includes repairing the damaged block; removing and installing a new tile roof; replacing the existing floor and wall tiles; installing new toilet and sink fixtures; and installing new partitions with benches and grab bars to comply with the Americans with Disabilities Act.

Status: Project is scheduled to begin winter 2018.

#### Install sewer liners at Zuma Beach – \$82,000

The scope includes installing liners in the sewage lines from restrooms #1 - #9 to the septic system.

Status: Project to be reviewed by CEO for funding and approval.

#### Repair concession window covers at Zuma Beach - \$200,000

This project is to replace three (3) metal roll-up window covers; swamp cooler equipment; and doors for two (2) food concession buildings.

Status: Project to be reviewed by CEO for funding and approval.

GJ:KF:dt

#### LOS ANGELES COUNTY BEACH COMMISSION ATTENDANCE REPORT 2017

Commissioner/	Jan.	Feb.	March	April	May	June	July	Sept	Oct	Nov	Total Meetings
Appointed by											Attended 2017
Bartlett	*	*	*	*	*	Х	Χ			Χ	3
Beutler/Hahn	*	*	Х	Х	Χ	Х		Х	Х	Χ	7
Brewer/Knabe	Х	*	***	***	***	***	***	***	***	***	1
Campbell/Hahn	*	*	Х	Х		Х	Х	Х	Х	Χ	7
Clark/Hahn	*	*		Х				**	**	**	1
Cortez/Hahn	*	*	Х		Χ			Х			3
Dagit/Yaroslavsky/Kuehl	Х	*	Х	Х	Χ			Х	Х		6
Dougher/Knabe	Х	*	***	***	***	***	***	***	***	***	1
Duclos/Knabe/Hahn	Х	*	Х	Х	Χ	Χ	Χ	Х		Χ	8
Emdee/Hahn	*	*	Х	Х	Χ	Χ	Χ		Х	Χ	7
Furey/Hahn	*	*	Х	Х	Χ	Χ	Χ	Х	Х		7
Goldberg/Kuehl	Х	*		Х	Χ	Χ		Х	Х	Χ	7
Kruger/Yaroslavsky/Kuehl	Х	*	Х	Х	Χ						4
Lay/Hahn	*	*	Х	Х	Χ	Х	Х	Х	Х	Χ	8
Levy/Kuehl	Х	*	Х	Х	Χ	Х	Х	Х	Х	Χ	9
Liban/Kuehl	Х	*	Х	Х	Х	Χ		Х		Х	7
Milam/Knabe	Х	*	***	***	***	***	***	***	***	***	1
O'Donnell/Knabe	Х	*	***	***	***	***	***	***	***	***	1
Olpe/Hahn	*	*	*	*	*	*	Х	Х	Х	Χ	4
Oschin/Kuehl	Х	*	Х	Х	Χ	Х	Χ	Х	Х		8
PoweII/Knabe	Х	*	***	***	***	***	***	***	***	***	1
Raymond/Kuehl	Х	*	Х	Х		Х	Х		Х	Х	7
Sachs/Ridley-Thomas		*			Χ	Х	Х		Х		4
Saito/solis	Х	*	Х	Х	Χ	Х			Х	Х	7
Sallee/Knabe	Х	*									1
Tucker/Knabe	Х	*	***	***	***	***	***	***	***	***	1

#### LOS ANGELES COUNTY BEACH COMMISSION ATTENDANCE REPORT 2017

Ward/Knabe		*	***	***	***	***	***	***	***	***	0
Wilson/Hahn	*	*	Χ					**	**	**	1

INACTIVE MEMBERS (Missed three or more meetings in a row)

\*\* Resigned this year

No regularly scheduled meetings in August or December \*=No meeting X=Present ==Absent due to Expired Term \*\*\*=Board Removal