



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

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

May 11, 2010

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

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#40 MAY 11, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**LEASE AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND  
THE CREDIT UNION OF SOUTHERN CALIFORNIA  
PUBLIC WORKS HEADQUARTERS - PARCEL 1 IN THE CITY OF ALHAMBRA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve a 13-year Lease Agreement between the Los Angeles County Flood Control District and the Credit Union of Southern California, for the purpose of general office space on the mezzanine level and space for an Automated Teller Machine in the main lobby of the Department of Public Works Headquarters located at 900 South Fremont Avenue, in the City of Alhambra.

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

1. Find this transaction is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve the 13-year Lease Agreement between the Los Angeles County Flood Control District and the Credit Union of Southern California for approximately 4,164 square feet of general office space and space for an Automated Teller Machine at the Department of Public Works Headquarters, Parcel 1, located at 900 South Fremont Avenue, in the City of Alhambra. The initial monthly rent is \$8,050 per month.

3. Instruct the Chair of the Board of Supervisors to sign the Lease Agreement and authorize delivery to the Credit Union of Southern California, Lessee.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to allow the Los Angeles County Flood Control District to enter into a Lease Agreement with the Credit Union of Southern California and continue to lease office space and space for an Automated Teller Machine to the credit union serving the Department of Public Works (Public Works) Headquarters, located at 900 South Fremont Avenue, in the City of Alhambra.

**Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1). The revenue received from this lease will be used for flood control purposes.

**FISCAL IMPACT/FINANCING**

During the first year of the lease, the monthly payment shall be \$8,050. The first month's rent has been paid. The rent for the second year and each year thereafter shall be adjusted annually based on the Consumer Price Index for All Urban Consumers. All revenues will be deposited into the Flood Control District Fund.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1958, the Public Works Credit Union (formerly Flood Control Credit Union) has provided credit union services to Public Works employees. In September 1988, Public Works Credit Union opened their office at Public Works Headquarters under Lease Agreement No. 60136. This lease expired on August 31, 2003, and Public Works Credit Union entered into Lease Agreement No. 74579. In 2006, Public Works Credit Union became West Works Credit Union. Finally in 2009, West Works Credit Union and Credit Union of Southern California merged and the Credit Union of Southern California is now the surviving credit union.

The Lease Agreement has been reviewed and approved by County Counsel as to form.

**ENVIRONMENTAL DOCUMENTATION**

This Lease Agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) as specified in Sections 15301 of the State CEQA Guidelines and as specified in Class 1(r) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

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

Approval of the Lease Agreement will allow Credit Union of Southern California to continue providing services to Public Works employees.

**CONCLUSION**

Enclosed are three originals of the Lease Agreement for the Chair of the Board of Supervisors to sign and acknowledged by the Executive Officer of the Board of Supervisors. Please return two executed originals and one adopted copy of this letter to Public Works, Survey/Mapping and Property Management Division. Retain one adopted copy of this letter for your files.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:SGS:hp

Enclosures

c: Auditor-Controller (Accounting Division - Asset  
Management)  
Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

Public Works  
Headquarters 1-1  
797-RW1  
Fifth District  
T.G. 595 H6

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered this 13<sup>th</sup> day of APRIL 2010, by and between the Los Angeles County Flood Control District, a body politic and corporate, hereinafter referred to as DISTRICT, and Credit Union of Southern California, hereinafter referred to as LESSEE,

### WITNESSETH:

WHEREAS, the DISTRICT is the owner of that certain commercial building located at 900 South Fremont Avenue, Alhambra, California; and

WHEREAS, the DISTRICT entered into Lease Agreement No. 74579 with the Public Works Credit Union commencing on September 1, 2003, for use as general office space on the mezzanine level and space for an Automated Teller Machine (ATM) in the Lobby of said commercial building; and

WHEREAS, in 2006, Public Works Credit Union, as a result of the name change, is now called West Works Credit Union; and

WHEREAS, in 2009, West Works Credit Union and Credit Union of Southern California have merged, and the Credit Union of Southern California is now the surviving credit union; and

WHEREAS, Credit Union of Southern California desires to continue the use of said commercial building for general office space and ATM purposes.

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

### 1. DESCRIPTION OF PREMISES

DISTRICT hereby leases to LESSEE and LESSEE hereby hires from DISTRICT approximately 4,164 square feet of general office space on the mezzanine level and space for an ATM in the main Lobby of the office building located at 900 South Fremont Avenue, Alhambra, California, hereinafter referred to as PREMISES, and as shown on Exhibits "A" and "A-1" attached hereto and incorporated by reference to this Lease Agreement.

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2. **PARKING SPACES**

DISTRICT shall provide for the use by LESSEE four (4) exclusive on-site parking spaces. In addition, LESSEE's customers and visitors may use the designated visitor and handicapped parking spaces. LESSEE's employees shall not park in the designated visitor parking spaces.

3. **TERM**

The term of this Lease Agreement shall be for a period of thirteen (13) years commencing on May 1, 2010 (May 1, shall hereinafter be referred to as the Anniversary Date), and ending on April 30, 2023.

4. **RENT**

During the first year of the Lease, the monthly rental rate shall be Eight Thousand Fifty Dollars (\$8,050) per month. LESSEE has prepaid rent for the first month in the amount of Eight Thousand Fifty Dollars (\$8,050). Subsequent rental payments are due on the first day of each month and shall be made payable to the Los Angeles County Flood Control District and delivered to:

County of Los Angeles Department of Public Works  
P.O. Box 7437  
Alhambra, CA 91802-7437  
Attention Fiscal Division

**Rent Adjustment Based on CPI:**

During the second year and every year thereafter this Lease Agreement is in full force and effect, rent for the current 12-month period (Current Rent) shall be adjusted based on changes in Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County region, as published by the United States Department of Labor, Bureau of Labor Statistics (Index), to determine the amount of rent for the upcoming twelve (12) months (New Rent). The New Rent shall never be an amount less than the Current Rent. LESSEE shall be notified at least thirty (30) days before the effective date of any rent adjustments.

The New Rent shall be calculated by multiplying the then Current Rate by a fraction, the numerator of which shall be the Index for the month ending one hundred twenty (120) days prior to the upcoming anniversary date (Current Index) and the denominator shall be the Index for the month ending one hundred twenty (120) days prior to the previous Anniversary Date (Previous Index). If the Indexes remain the same, there will be no increase from the Current Rent to the New Rent. The formula for calculation is shown below:

$$\text{Current Rent} \times [\text{Current Index} / \text{Previous Index}] = \text{New Rent}$$

If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then DISTRICT and LESSEE shall accept such substituted index for future rent calculations. If no such government index is offered as a replacement, the DISTRICT and LESSEE shall mutually select a percentage for calculating future annual adjustments Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.

5. **USE**

DISTRICT agrees that the PREMISES, as shown on Exhibits "A" and "A-1", shall be used by the LESSEE for credit union purposes only.

6. **CANCELLATION**

Notwithstanding any other provision of this Lease Agreement, either party may cancel this Lease Agreement by giving the other party sixty (60) days' prior written notice. Upon cancellation or termination of this Lease Agreement, LESSEE shall vacate the PREMISES, leave it in the same or better condition as it existed prior to occupancy, allowing for ordinary wear and tear associated with normal usage during occupancy, and reimburse DISTRICT for any damage done to the PREMISES.

7. **HOLDOVER**

In case LESSEE holds over beyond the end of the term herein provided with the consent express or implied, of the DISTRICT, such tenancy shall be from month to month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof, and the rent to be paid therefore shall be at the rate prevailing under the terms of this Lease.

8. **DAMAGE OR DESTRUCTION**

In the event the PREMISES are damaged by fire, incidents of war, casualty, earthquake, or other violent action of the elements as to render them reasonably unfit for LESSEE's occupancy as determined by DISTRICT, at its sole discretion, then this Lease Agreement shall be terminated immediately and LESSEE shall surrender the PREMISES and shall not be obligated for any further rent. Any unpaid rent owed to the DISTRICT shall be calculated at a daily rate based on a 30-day month proration.

In the event LESSEE is permitted by DISTRICT to remain in possession of a portion of the PREMISES, LESSEE shall be entitled to a proportionate reduction of rent effective on the date of such destruction. The rent reduction is to be based upon the proportion of the square footage of PREMISES rendered

unusable to LESSEE and the whole PREMISES. LESSEE shall not be entitled to an abatement of rent pursuant to this provision when the damage to the PREMISES is the result of negligence or intentional acts of LESSEE, LESSEE's employees, customers, or visitors.

LESSEE agrees to reimburse DISTRICT for the cost to replace and/or repair damage to the PREMISES and/or to the DISTRICT's personal property when caused by LESSEE and LESSEE's agents, invitees, employees, customers, or members of the public.

9. **LESSEE'S FIXTURES**

DISTRICT agrees that the LESSEE may remove, at its own expense, during or at the expiration or other termination of this Lease, or any extension or holdover period thereof, as the case may be, all fixtures, equipment, and all other personal property placed or installed in or upon the demised PREMISES by the LESSEE, or under its authority. Any damage caused by such removal shall be repaired to DISTRICT's satisfaction at LESSEE's expense.

Any alterations installed by LESSEE, which are trade fixtures as such are defined by the law of eminent domain, shall be treated as LESSEE's fixtures in accordance with the provisions of this Lease.

10. **REPAIR, MAINTENANCE, AND REPLACEMENT**

Except for damages caused by LESSEE and events stated in Provision 8, above, DISTRICT agrees to repair, maintain, and replace as necessary at DISTRICT's own expense the entire interior and exterior of the PREMISES, except any fixtures or personal property owned by LESSEE and put in place on the PREMISES by LESSEE for the benefit of the LESSEE.

LESSEE agrees to keep in good repair all fixtures and personal property belonging to DISTRICT that are installed or placed within the PREMISES.

LESSEE shall not make any alterations to the PREMISES without first securing the prior written consent of the DISTRICT. LESSEE shall make approved alterations only at such times agreeable to DISTRICT.

11. **STRUCTURAL ALTERATIONS**

DISTRICT agrees not to make any structural alterations in or on the PREMISES without first securing the prior written consent of the LESSEE and further agrees to make such alterations only at such time that it is mutually agreeable to both parties. Consent shall not be unreasonably withheld. Should there be no response within ten (10) days, the request is deemed approved by the LESSEE. Structural alterations shall be any modification to the improvements which results in changes in the structural integrity of the improvements or alters the gross cubic area of the improvements. Notwithstanding any other provision, the LESSEE may make nonstructural alterations with DISTRICT's prior written consent.

12. **UTILITIES/JANITORIAL SERVICES**

DISTRICT shall furnish to LESSEE, during the lease term, at DISTRICT's sole cost, the following services and utilities:

- DISTRICT agrees to pay, when due, all charges for the use of the sewer, effluent treatment, and if imposed by any Governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power, and other utility rents and charges accruing or payable in connection with the demises PREMISES during the term of the Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters.
- DISTRICT shall provide janitorial services for regular cleaning of the PREMISES, which is typical for the Mezzanine level and coordinated by the Facilities Management Group of the Department of Public Works.

13. **DISTRICT'S ACCESS**

LESSEE agrees to permit the DISTRICT or DISTRICT's authorized agents free access to the PREMISES at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

14. **LESSEE'S DEFAULT**

LESSEE agrees that if default shall be made in the payment of rent or in any of the covenants or agreements herein contained on the part of the LESSEE to be kept and performed, which constitute a material breach of the Lease Agreement, it shall be lawful for the DISTRICT to declare said term ended and to terminate this Lease Agreement upon the giving of thirty (30) days written notice. In addition thereto, DISTRICT shall have such other rights or remedies as may be provided by law. DISTRICT, at its sole discretion may elect not to terminate the Lease Agreement if the default cannot reasonably be cured within the thirty (30) days after notice is given, but LESSEE reasonably commences to cure the



default within the thirty (30) day period and diligently and in good faith continues to cure the default.

15. **ASSIGNMENT OR SUBLETTING**

This Lease Agreement is not assignable, and the PREMISES may not be sublet.

16. **OPERATIONAL RESPONSIBILITIES**

LESSEE shall:

- Comply with and abide by all reasonable rules and regulations.
- Provide and maintain the area occupied in a clean and sanitary condition to the satisfaction of DISTRICT.
- Conduct the permitted activities in a courteous and nonprofane manner, operate without interfering with the use of the facilities by DISTRICT or the public, except as herein permitted, and remove any agent, servant, or employee who fails to conduct permitted activities in the manner heretofore described.
- Pay charges for communications services, if any, as well as installation and service costs for all telephones used for the conduct of the permitted activities.
- Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the DISTRICT.
- Bear the sole cost and expense of all work performed by the LESSEE as permitted herein.
- Not cause or allow to be caused the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES in violation of any federal, state, or local laws, regulations, or ordinances applicable thereto.
- Keep in good repair all fixtures and personal property belonging to DISTRICT that are installed or placed within the PREMISES.

17. **NOTICES**

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail certified and postage prepaid, and addressed as follows:

To the DISTRICT at: Los Angeles County Flood Control District  
Attention Survey/Mapping & Property Management  
Division  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

To the LESSEE at: Credit Union of Southern California  
Attention Mr. Dave Gunderson  
8028 Greenleaf Avenue  
Whittier, CA 90602

Nothing herein contained shall preclude the giving of any such written notice by personal service.

18. **CONDEMNATION**

If the PREMISES of any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called condemnation) any award for the taking of all or any part of the PREMISES shall be the property of the DISTRICT, to the extent it is compensation for the taking of the fee or as severance damages. LESSEE shall be entitled to that portion of the award, if any, attributable to LESSEE's trade fixture and improvements. Trade fixtures are agreed to include any tenant improvements installed at the LESSEE's request to the extent that LESSEE has reimbursed DISTRICT for such tenant improvements in a lump sum or through amortization included in the rent payments. This Lease shall remain in full force and effect as to the portion of the PREMISES remaining except that the rent shall be reduced in the proportion that the area taken bears to the total leased PREMISES.

In the event of a partial taking of the structure, DISTRICT shall use the proceeds of the condemnation received by DISTRICT to restore the PREMISES to a complete architectural unit of a quality, appearance, and functional utility at least consistent with the structure as it existed prior to the taking. Rent shall abate for such time and for such area as reconstruction is required and areas are not secure, weather-tight and usable as office space. Failure of DISTRICT to commence such restoration within thirty (30) days of the actual physical taking of a portion of the structure shall be grounds for LESSEE to cancel this Lease by

giving DISTRICT fifteen (15) days advance written notice of such cancellation. Commencement under the aforementioned condition shall require (1) securing the area to prevent injury to persons and/or vandalism to the improvements, and (2) the placement of a work order or contract for obtaining the Labor and Materials to accomplish the restoration.

If more than ten percent (10%) of the floor area of the improvements on the PREMISES, or more than twenty-five percent (25%) of the land area of the PREMISES, which is not occupied by any improvements, is taken by condemnation, LESSEE may cancel this Lease.

The parties agree that DISTRICT and LESSEE shall each receive independently their relocation assistance.

In the event of a partial taking of the parking area, DISTRICT shall use its best effort to provide LESSEE with four (4) exclusive off-street parking spaces.

19. **INDEMNIFICATION**

DISTRICT agrees to indemnify, defend, and save harmless LESSEE, its agents, officers, and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with DISTRICT's use of the PREMISES.

LESSEE shall indemnify, defend, and hold DISTRICT and the County of Los Angeles free and harmless from any and all liability, claims, loss, damage, or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from operations and/or use by LESSEE, its officers, employees, agents, customers, members of the public, or business invitees. Lessee hereby covenants and agrees to indemnify, defend, and save DISTRICT and County of Los Angeles harmless from all liability, loss, cost, and obligation on account of any such injuries or losses resulting from operations and use of the PREMISES by LESSEE.

20. **INSURANCE**

LESSEE shall, at its own expense, take out and maintain in force at all times during the term of this lease, a policy or policies of insurance covering the occupied area. Certificates evidencing the maintenance of LESSEE's insurance coverage shall be filed with DISTRICT upon commencement of the Lease, and DISTRICT shall be given notice in writing at least ninety (90) days in advance of cancellation or modification of such policy. DISTRICT, County of Los Angeles, and their respective governing boards, officers, agents, and employees, shall be named as additional insureds on all policies of liability insurance. All policies of

insurance shall be with a company or companies authorized by law to transact insurance business in the State of California. As a minimum, LESSEE shall obtain coverage written on a comprehensive general liability form and property damage coverage. This policy's single limit liability amount shall not be less than Two Million Dollars (\$2,000,000) per occurrence. If said policies contain any exclusion concerning property in the care of, custody, or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the DISTRICT, County of Los Angeles, and their respective governing boards, officers, agents, or employees.

LESSEE agrees that if LESSEE does not keep such insurance in full force and effect, LESSEE shall be considered in default as described under Provision 14.

21. **TAXES**

LESSEE shall pay promptly its proportionate share of all real property taxes and assessments when due. DISTRICT may be levied or assessed against the demised PREMISES during the term of this Lease or holdover period thereof.

In the event LESSEE fails or refuses to pay any or all of the taxes or assessments when due, DISTRICT may give LESSEE thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and charge the payments to the installments of rent next due as a charge against the LESSEE.

22. **BINDING ON SUCCESSOR**

Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the DISTRICT, and wherever the context permits or requires, the successors in interest to the LESSEE.

23. **GENERAL PROVISIONS**

- A. Waiver. The waiver by DISTRICT or LESSEE of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.
- B. Marginal Headings. The paragraph titles in this Lease Agreement are not a part of this Lease Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- C. Time. Time is of the essence with respect to the obligations to be performed under this Lease Agreement and each and all of its provisions in which performance is a factor.

- D. Recordation. Either party may record this Lease at any time without the prior written consent of the other party.
- E. Quiet Possession. Upon LESSEE paying the rent hereunder, LESSEE shall have quiet possession of the PREMISES subject to all the provisions in this Lease Agreement.
- F. Prior Agreements. This Lease Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
- G. Force Majeure. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, restrictive governmental laws and regulations, riots, insurrection, war, or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- H. Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator may adjudge reasonable as attorney's fee.
- I. Separability. Any provision of this Lease Agreement, which shall provide to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- J. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- K. Choice of Law. This Lease Agreement shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

- L. Warranties or Guarantees. In the event that any of the items required to be maintained and repaired by the DISTRICT under the Provision 10 or by LESSEE under the Provision 10 herein are protected by warranties or guarantees, then LESSEE shall be entitled to the full benefit of such protection as if it were the original purchaser thereof. DISTRICT hereby warrants and guarantees that the space leased to the LESSEE will be operated and maintained free of hazard from asbestos containing construction materials.
- M. Impairment of Title. DISTRICT hereby covenants to notify LESSEE in writing within thirty (30) days of each and every occurrence, which may impair DISTRICT's title to the demised PREMISES. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, notification of any foreclosure, and notification of default in the master lease. DISTRICT further agrees to notify LESSEE, in writing, within ten (10) days of receipt of any written notice regarding redevelopment, zoning, or conditional use permits which affect the property, the subject of this lease or real property adjacent thereto.
- N. Arbitration. In the event of any dispute regarding the terms, conditions, rights, or obligations of the parties hereto, such dispute may, at the request of either party, be submitted to arbitration in accordance with the provisions of Code of Civil Procedure Section 1280 et seq., as they now exist or may later be amended. The Los Angeles County Flood Control District, or its designee, shall act on behalf of DISTRICT in arbitration, with the assistance of County Counsel, for so long as DISTRICT is the lessor under this Lease Agreement.

24. **ESTOPPEL CERTIFICATE**

Either party shall at any time upon not less than thirty (30) days' prior written notice from the other party execute, acknowledge, and deliver to the requesting party a statement in writing (1) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not to the declarant's knowledge, any uncured defaults on the part of either party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchasers or encumbrancer of the building complex or any other interested party. Failure to deliver such statement within such time shall be conclusive evidence (a) that this Agreement is in full force and effect without modification except as may be represented by the requesting party in the written request for the certificate, (b) that there are no uncured defaults in either party's performance, and (c) that not more than one month's rent has been paid in advance.

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused this Lease to be subscribed by the Chair of the Board and the seal of said DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors and the LESSEE has hereunto subscribed their name(s) herein.

DISTRICT:

LESSEE:

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

CREDIT UNION OF  
SOUTHERN CALIFORNIA

By: Gloria Molina

By: Samuel Mendez

Its: President/CEO  
President/CEO



ATTEST:

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

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

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy

By: [Signature]  
Deputy

77271

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

40 MAY 11 2010

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

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

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

The undersigned hereby certifies that on this 11 day of May, 2010, the facsimile signature of GLORIA MOLINA, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

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



(LACFCD-SEAL)

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

By \_\_\_\_\_



ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA )
COUNTY OF Orange ) ss.

On April 13, 2010, before me, Roberto Garcia, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared Dave Gunderson
(insert name(s) and title(s))

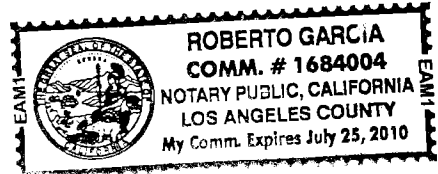
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s),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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature Roberto Garcia

(Seal)



NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss.

On \_\_\_\_\_, before me, DEAN C. LOGAN, Acting Registrar-Recorder/County Clerk of the County of
Los Angeles, personally appeared \_\_\_\_\_

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

DEAN C. LOGAN, Acting Registrar-Recorder/
County Clerk of the County of Los Angeles

By \_\_\_\_\_
Deputy County Clerk

(Seal)

APPROVED as to title and execution,

\_\_\_\_\_, 20\_\_\_\_\_.
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

Supervising Title Examiner

By \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or
grant is hereby accepted under the authority conferred by Ordinance No. 95-0052,
duly and regularly adopted by the Board of Supervisors of the County of Los Angeles
on the 26th day of September 1995, and the Grantee consents to the recordation
thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_
ASSISTANT DEPUTY DIRECTOR
Mapping & Property Management Division

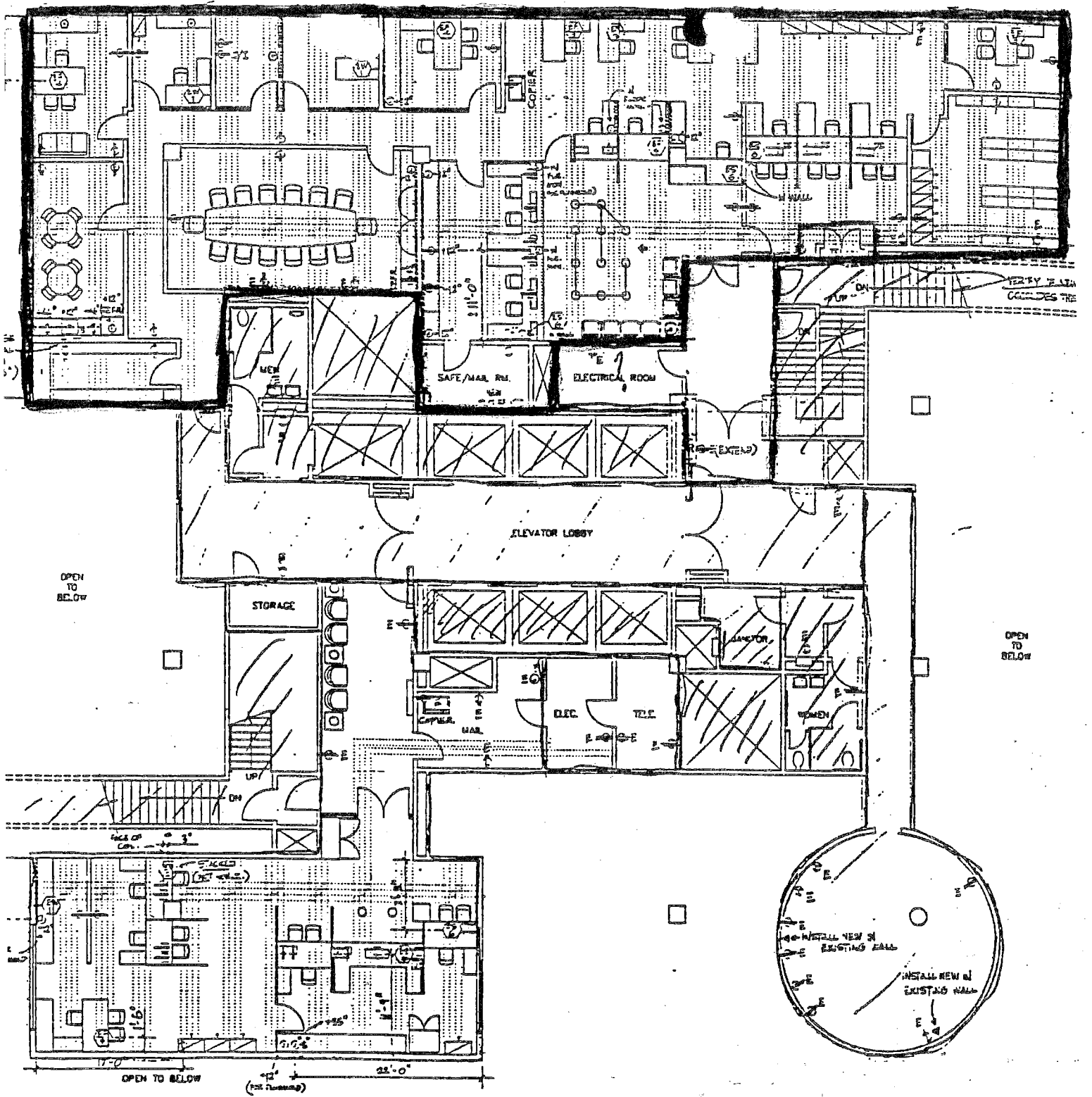


EXHIBIT "A"  
 CREDIT UNION OF SOUTHERN CALIFORNIA  
 OFFICE SPACE  
 MEZZANINE LEVEL

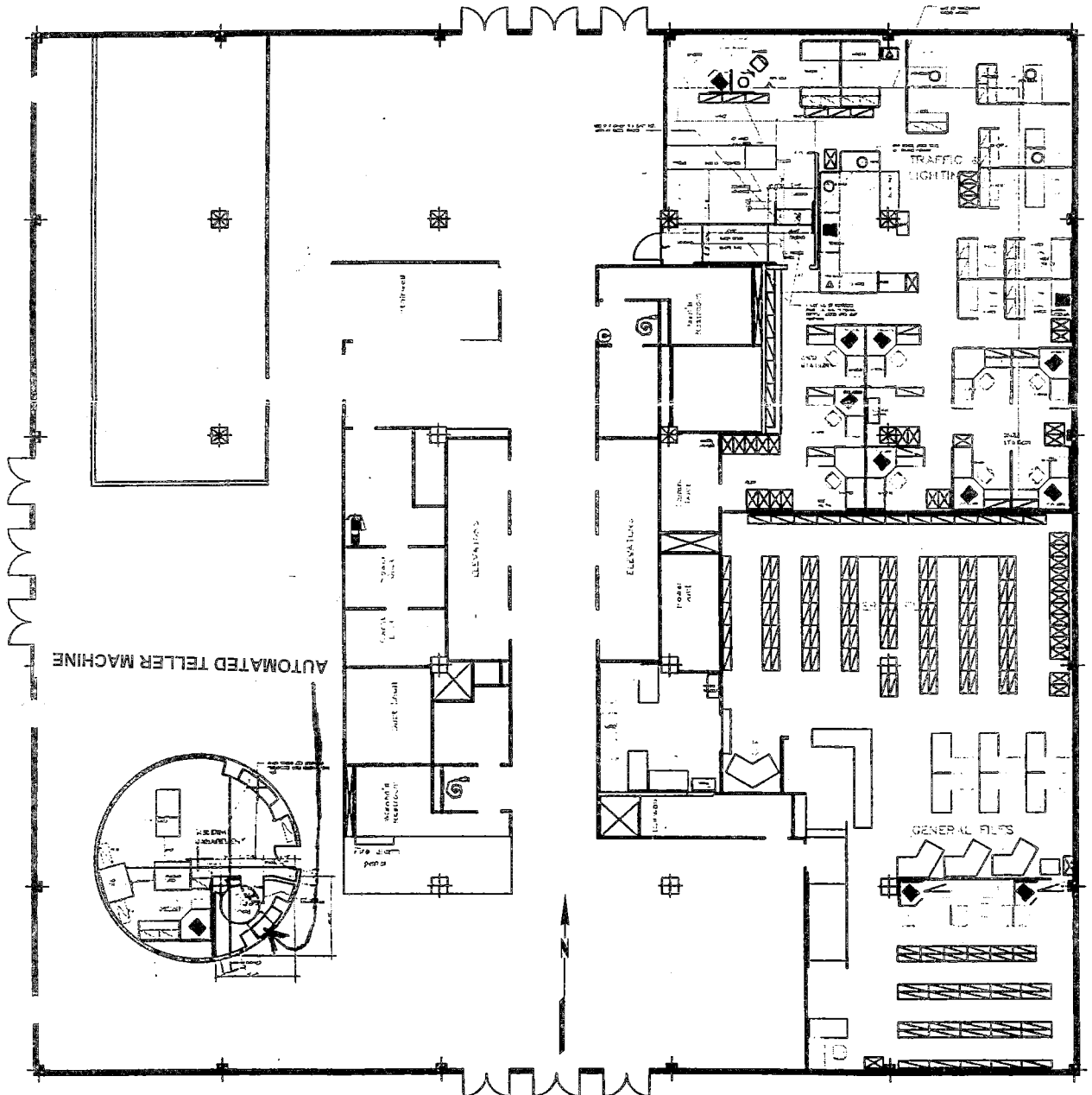


EXHIBIT "A-1"  
 CREDIT UNION OF SOUTHERN CALIFORNIA  
 AUTOMATED TELLER MACHINE  
 MAIN LOBBY