

Recording requested by and
when recorded mail to:

County Sanitation District No. 2 of Los Angeles County
ATTN: Supervisor, Property Management Group
P.O. Box 4998
Whittier, CA 90607-4998

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

**DEPARTMENT OF THE ARMY EASEMENT NO. DACW09-2-23-2205
FOR WATER RECLAMATION PLANT
SUCCEEDS NO. DA-04-353-CIVENG-61-201**

**LOCATED AT
WHITTIER NARROWS FLOOD CONTROL BASIN
LOS ANGELES COUNTY, CALIFORNIA**

THE SECRETARY OF THE ARMY (the “**SECRETARY**” or “**GRANTOR**”), under and by virtue the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this Easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety California Code Section 4700 *et seq.* (the “**Grantee**”) an exclusive easement for use and right-of-way over, across, in and upon land under the control of the Secretary of the Army in the Whittier Narrows Flood Control Basin, Los Angeles County, California (the “**Easement**”), in accordance with the following terms and provisions. The Secretary/Grantor and Grantee are sometimes referred to individually as a “**party**” and collectively as the “**parties**”.

RECITALS:

Whereas, Grantor is the owner of that certain real property consisting of approximately 13 acres, described as “Parcel 1” in the attached **Exhibit “A”** and depicted in the attached **Exhibits “B” and “C”** (the “**Treatment Plant Premises**”). Previously, Grantor and Grantee were Parties to that certain Department of the Army for Right-of-Way Whittier Narrows Flood Control Basin, Los Angeles County, California Easement No. DA-04-353-CIVENG-61-201, dated May 29, 1961, for a term of sixty (60) years (the “**Original Easement**”) which included the Treatment Plant Premises and additional property that is not included in this Easement. The purpose of the Original Easement was to allow for the construction, operation and maintenance of wastewater treatment facilities on the Treatment Plant Premises.

Whereas, pursuant to the Original Easement, the Grantee constructed, commenced and continues to operate certain wastewater treatment facilities and associated improvements, commonly referred to as the Whittier Narrows Water Reclamation Plant (collectively, the “**Treatment Plant Facilities**”), on the Treatment Plant Premises; and

Whereas, in 1962, Grantee constructed and continues to operate on Grantor’s real property a 45-inch diameter reinforced concrete pipeline between the Treatment Plant Facilities and approximately 30 feet east of Durfee Avenue, known as “**Effluent Line A**” to convey recycled water from the Treatment Plant Facilities to the San Gabriel River. Effluent Line A is described as “Parcel 3” in the attached **Exhibit “A”** and depicted in the attached **Exhibits “E” and “F”** (the “**Effluent Line A Premises**”).

Whereas, in 1962, Grantee constructed and continues to operate on Grantor’s real property a 27-inch diameter reinforced concrete pipeline between the Treatment Plant Facilities and the Rio Hondo Channel, known as “**Effluent Line B**” to convey recycled water from the Treatment Plant Facilities to the Rio Hondo Channel. Effluent Line B is described as “Parcel 2” in the attached **Exhibit “A”** and depicted in the attached **Exhibit “D”** (the “**Effluent Line B Premises**”).

Whereas, the Treatment Plant Premises, Effluent Line A Premises, and Effluent Line B Premises are collectively referred to in this Easement as the “**Premises**”.

Whereas, the Treatment Plant Facilities, Effluent Line A, and Effluent Line B are collectively referred to in this Easement as the “**Facilities**”.

Whereas, pursuant to this Easement, Grantor and Grantee reaffirm Grantee’s rights and intent to continue gaining access to the Premises for ongoing use, operation and maintenance of, and, if necessary, expansion and replacement of the Facilities in a manner consistent with past operations and what was permitted under the Original Easement.

NOW THEREFORE, THIS EASEMENT is granted subject to the following conditions.

1. TERM

This Easement is hereby granted for a term of **FIFTY (50) years, beginning May 29, 2021, and ending May 28, 2071**, so long as the Grantee remains in compliance with any or all of the conditions of this Easement.

2. CONSIDERATION

The consideration for this Easement is the operation and maintenance of the Premises by the Grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. ADMINISTRATIVE FEES

Pursuant to Section 10 United States Code Part 2695, the Grantee shall remit the amount of **ONE THOUSAND DOLLARS 00/100 (\$1,000.00)** per annum, on or before May 29 of each year, to cover the Grantor's expense to administer this Easement, hereinafter referred to as the Administrative Fee. Payment shall be made to the **USACE FINANCE CENTER, 5722 INTEGRITY DRIVE, MILLINGTON, TENNESSEE 38054** with the Easement Number **DACW09-2-23-2205** and **District L1** written in the Addendum Details Section of the Electronic Funds Transfer. Administrative Fees are subject to annual review and adjustment based on actual administrative costs.

4. NOTICES

All notices and correspondence to be given pursuant to this Easement shall be addressed, if to the Grantee, to the County Sanitation District No. 2 of Los Angeles County, Attn: Supervisor, Property Management Group, P.O. Box 4998, Whittier, CA 90607-4998; and if to the United States, to the U.S. Army Corps of Engineers, Los Angeles District, Attention: Chief, Real Estate Division, 915 Wilshire Blvd, Suite 1109, Los Angeles, California 90017; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any references herein to "Secretary", "District Engineer", or "said Officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

6. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said facilities, shall be performed at no cost or expense to the Grantor and subject to the approval of the District Engineer, hereinafter referred to as said Real Estate Contracting Officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said Real Estate Contracting Officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said Real Estate Contracting Officer prescribes in writing from time to time.

7. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

8. CONDITION OF PREMISES

The Premises includes the existing the Facilities, owned, operated and maintained by Grantee, as well as access routes to the Facilities. The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the Grantor.

9. INSPECTION AND REPAIRS

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said Officer to repair any such defects.

10. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this Easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this Easement. The provisions and conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

11. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this Easement and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

12. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents and employees to enter upon the Premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections; to remove timber or other materials, except property of the Grantee; to flood the Premises. In as much as the use of the Premises involves the creation and maintenance of ponds, any manipulation of the level of such ponds by the Secretary shall be for the government purposes of flood damage reduction or to operate the dam in connection with government purposes and the Grantee shall have no claims for damages on account thereof against the United States or any officer, agent or employee thereof.

13. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

14. RESTORATION

On or before the expiration or termination of this Easement, the Grantee shall, without expense to the Grantor, and within such time as Grantor may indicate, remove said Facilities and restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said Facilities and restore the Premises, the Grantor shall have the option to take over said Facilities without compensation, or to remove said Facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the Grantor or its officers or agents for such action.

15. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the Premises.

16. SUBJECT TO EASEMENTS

This Easement is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Effluent Line A Premises and Effluent Line B Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the Effluent Line A Premises and Effluent Line B Premises by the Grantee. The Treatment Plant Premises is for the exclusive use of the Grantee.

17. TERMINATION

This Easement may be terminated by the Secretary upon ninety (90) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this Easement, or for non-use for a period of two (2) years, or for abandonment.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this Easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources to the extent caused by Grantee.

19. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this Easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

21. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the Premises as may be designated by said officer. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, The United States may cause such relocation at the sole expense of the Grantee.

22. DISCLAIMER

This Easement is effective only insofar as the rights of the Grantor in the Premises are concerned. The Grantee shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the Premises. It is understood that the granting of this Easement does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

23. EXECUTIVE ORDER 13658

It has been determined this easement is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this easement, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

24. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined that this easement is not subject to Executive Order 13706.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2023.

Cheryl L. Connett
Real Estate Contracting Officer
Real Estate Division

THIS EASEMENT is also executed by the Grantee this 11th day of January, 2023.

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

BY: _____

PRINT NAME: _____

TITLE: Chairperson, Board of Directors

PHONE: (562) 908-4288, ext. 2700

ATTEST:

Secretary to the Board

APPROVED AS TO FORM
Lewis Brisbois Bisgaard & Smith, LLP

BY: _____
District Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing _____ Signer Is Representing _____

DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
CIVIL WORKS BRANCH
915 WILSHIRE BLVD., SUITE 1109
LOS ANGELES, CALIFORNIA 90017

DATE: December 13, 2022
UNIT: "A-82"
ACQUISITION TRACTS: 30,31,32
ASSESSOR PARCEL: Por. of APN 5271-009-900 (11.63 ac.) & Por. of 5271-009-902 (1.08 ac.)
ACREAGE: 603,483 ± Sq Ft
GRANTEE: County Sanitation District No. 2 of Los Angeles County
PROJECT: Whittier Narrows Flood Control Basin
LOCATION: Whittier, Los Angeles, California
DOCUMENT NO.: DACW09-2-23-2205
CESPL-REC: DRWG: 142-K-166

Easement to County Sanitation District No. 2 of Los Angeles County

EXHIBIT A

PARCEL 1 - Whittier Narrows Water Reclamation Plant "Treatment Plant Premises"

That parcel of land being a portion of the Rancho Potrero Grande as shown on map recorded in Book 1, Page 3 of Patents, a portion of the Rancho Potrero De La Mission Vieja De San Gabriel also known as Rancho Potrero Chico as shown on map recorded in Book 304, Pages 108 and 109 of Miscellaneous Records and a portion of the Rancho La Merced, as shown on map recorded in Book 13, Page 24 of Patents, all in the office of the Recorder, of the County of Los Angeles, State of California, described as follows:

Commencing at the intersection of the centerline of San Gabriel Boulevard, 50.00 feet wide, as shown on Tract No. 3638, filed in Book 38, Page 82 of Maps in the office of said County Recorder, and a line parallel with and distant southeast 19.00 feet from the old centerline of Rosemead Boulevard, 100.00 feet wide, as described in highway deed to Los Angeles County, recorded in Book 13445, Page 33, Instrument No. 462 dated May 4, 1935 of official Records of said County Recorder, as shown on Book 78, Page 15 of Record of Surveys in the office of said County Recorder; thence along said parallel line North 27° 41' 10" East, 960.30 feet to a line bearing at a right angle from said parallel line; thence along said perpendicular line North 62° 18' 50" West, 69.00 feet to its intersection with a line having a bearing of South 64° 43' 45" West on the southeasterly line of the land shown as "Not a part of this Tract" having an acreage of 29.1435 on said Tract No. 3638, said intersection being a point on the northwesterly right-of-way line of said Rosemead Boulevard, 132.00 feet wide, and the **TRUE POINT OF BEGINNING**;

thence along said southeasterly line South 64° 43' 45" West, 391.80 feet to a point distant North 64° 43' 45" East, 819.89 feet from the southwesterly terminus of said line;

thence North 21° 21' 25" West, 663.23 feet to its intersection with a line parallel with and distant southeasterly 20.00 feet from a course having a bearing of South 66° 18' 30" West, on the northwesterly line of said land having an acreage of 29.1435 on said Tract No. 3638;

thence South 66° 18' 30" West, 111.48 feet along said parallel line to a line parallel with and distant southeasterly 20.00 feet from a course having a bearing of South 62° 58' 50" West, on said northwesterly line;

thence along said parallel line South 62° 58' 50" West, 50.20 feet;

thence North 27° 01' 10" West, 350.63 feet to line having a bearing of South 65° 27' 10" West, on the northwesterly line of the land having an acreage of 15.9387 on said Tract No. 3638;

thence continuing North 27° 01' 10" West, 13.02 feet;

thence North 09° 22' 28" East, 386.78 feet, said line bearing at a right angle from a line parallel with and distant southerly 15.00 feet from the southerly line of the Southern California Edison Easement as recorded in Book 19248 Page 29, Instrument No. 351, dated March 20, 1942, of official Records in the office of said County Recorder, said point lying on said parallel line and distant South 80° 37' 32" East, 225.70 feet from where said parallel line intersects with that course having a bearing of North 43° 38' 00" East on the southeasterly line of Lot 2 of said Tract No. 3638;

thence along said parallel line South 80° 37' 32" East, 530.83 feet;

thence South 08° 35' 51" East, 813.11 feet;

thence South 65° 17' 08" East, 269.05 feet to a point on said westerly right-of-way line of Rosemead Boulevard;

thence South 27° 41' 10" West, 96.53 feet along said westerly right-of-way line to the **TRUE POINT OF BEGINNING**.

PARCEL 1 Contains 553,696 Sq Ft, more or less.

PARCEL 2 – Whittier Narrows Water Reclamation Plant 27-inch Effluent Line “B” Premises

A 15.00 foot wide strip of land being a portion of the Rancho Potrero Grande as shown on map recorded in Book 1, Page 3 of Patents, and a portion of the Rancho Potrero De La Mission Vieja De San Gabriel also known as Rancho Potrero Chico as shown on map recorded in Book 304, Pages 108 both in the office of the Recorder, of the County of Los Angeles, State of California, said 15.00 foot strip lying 7.50 feet on each side of a centerline described as follows:

Commencing at the intersection of the centerline of San Gabriel Boulevard, 50.00 feet wide, as shown on Tract No. 3638, filed in Book 38, Page 82 of Maps in the office of said County Recorder, and a line parallel with and distant southeast 19.00 feet from the old centerline of Rosemead Boulevard, 100.00 feet wide, as described in highway deed to Los Angeles County, recorded in Book 13445, Page 33, Instrument No. 462

dated May 4, 1935 of official Records of said County Recorder, as shown on Book 78, Page 15 of Record of Surveys in the office of said County Recorder; thence along said parallel line North 27° 41' 10" East, 960.30 feet to a line bearing at a right angle from said parallel line; thence along said perpendicular line North 62° 18' 50" West, 69.00 feet to its intersection with a line having a bearing of South 64° 43' 45" West on the southeasterly line of the land shown as "Not a part of this Tract" having an acreage of 29.1435 on said Tract No. 3638, said intersection being a point on the northwesterly right-of-way line of said Rosemead Boulevard, 132.00 feet wide;

thence along said northwesterly right-of-way line North 27° 41' 10" East, 96.53 feet;

thence North 65° 17' 08" West, 269.05;

thence North 08° 35' 51" West, 813.11 feet to a point on a line bearing at a right angle from a line parallel with and distant southerly 15.00 feet from the southerly line of the Southern California Edison Easement as recorded in Book 19248 Page 29, Instrument No. 351, dated March 20, 1942, of official Records in the office of said County Recorder

thence along said parallel line North 80° 37' 32" West, 530.83 feet;

thence South 09° 22' 28" West, 126.68 feet to the **TRUE POINT OF BEGINNING**;

thence South 82° 13' 41" West, 84.73 feet;

thence southwesterly along a 120.00 foot radius curve concave southeasterly through a central angle of 33° 48' 59", having an arc length of 70.82 feet to a tangent line;

thence South 48° 24' 42" West, 62.09 feet;

thence southwesterly along a 120.00 foot radius curve concave northwesterly through a central angle of 18° 32' 10", having an arc length of 38.82 feet to a tangent line;

thence South 66° 56' 52" West, 89.99 feet;

thence southwesterly along a 120.00 foot radius curve concave southeasterly through a central angle of 20° 47' 40", having an arc length of 43.55 feet to a tangent line;

thence South 46° 09' 12" West, 203.43 feet to the terminus of this centerline, or as the centerline of existing facilities are located. The sidelines of said strip shall be shortened or lengthened easterly to terminate at that line described as South 09° 22' 28" West, 126.68 feet and its southerly prolongation

PARCEL 2 Contains 8,902 Sq Ft, more or less.

**PARCEL 3 – Whittier Narrows Water Reclamation Plant 45-inch Effluent Line “A”
Premises**

A 15.00 foot wide strip of land being a portion of the Rancho Potrero De La Mission Vieja De San Gabriel also known as Rancho Potrero Chico as shown on map recorded in Book 304, Pages 108 in the office of the Recorder, of the County of Los Angeles, State of California, said 15.00 foot strip lying 7.50 feet on each side of a centerline described as follows:

Commencing at the intersection of the centerline of San Gabriel Boulevard, 50.00 feet wide, as shown on Tract No. 3638, filed in Book 38, Page 82 of Maps in the office of said County Recorder, and a line parallel with and distant southeast 19.00 feet from the old centerline of Rosemead Boulevard, 100.00 feet wide, as described in highway deed to Los Angeles County, recorded in Book 13445, Page 33, Instrument No. 462 dated May 4, 1935 of official Records of said County Recorder, as shown on Book 78, Page 15 of Record of Surveys in the office of said County Recorder; thence along said parallel line North 27° 41' 10" East, 960.30 feet to a line bearing at a right angle from said parallel line; thence along said perpendicular line North 62° 18' 50" West, 69.00 feet to its intersection with a line having a bearing of South 64° 43' 45" West on the southeasterly line of the land shown as "Not a part of this Tract" having an acreage of 29.1435 on said Tract No. 3638, said intersection being a point on the northwesterly right-of-way of said Rosemead Boulevard, 132.00 feet wide;

thence along said northwesterly right-of-way line North 27° 41' 10" East, 96.53 feet;

thence North 65° 17' 08" West, 269.05;

thence North 08° 35' 51" West, 787.72 feet to **THE TRUE POINT OF BEGINNING**

thence South 61° 59' 24" East, 875.05 feet to a point on a line parallel with and distant southwesterly 36.00 feet from the southwesterly line of the Southern California Edison Easement described as Parcel 2 recorded in Book 18978 Page 343, Instrument No. 132, dated December 24, 1941, of Official Records in the office of said County Recorder;

thence South 39 ° 56' 31" East, 1477.68 feet along said parallel line to a line parallel with and distant southwesterly 30.00 feet from said Southern California Edison Easement;

thence along said parallel line South 58° 16' 06" East, 372.92 feet to a point on a line parallel with and distant southeasterly 42.00 feet from the southeasterly right-of-way of Durfee Avenue, 50.00 feet wide, as shown on Tract No. 688 filed in Map Book 15, Page 171 in the office of said County Recorder, and the terminus of this centerline or as the centerline of existing facilities are located. The sidelines of said strip of land shall be shortened or lengthened northwesterly at said point of beginning and southeasterly at said parallel line distant southeasterly 42.00 feet from said southeasterly right-of-way of Durfee Avenue.

PARCEL 3 Contains 40,885 Sq Ft, more or less.

TOTAL Contains 603,483 Sq Ft more or less

As shown on EXHIBIT B, C, D, E, and F attached hereto and made a part hereof.

Prepared by me or under my direct supervision:



Date: 12/16/2022

Eric L. Cyphers, P.L.S. No. 8688
Supervising Land Surveyor
Los Angeles County Sanitation Districts



Checked by: Doug Ritchie, P.L.S No. 77567

RITCHIE.DOUGLAS.A
LLEN.1080221548 Digitally signed by RITCHIE.DOUGLAS.ALLEN.1080221548
Date: 2022.12.19 08:14:00 -0700

//////////////////////////////////////END OF DESCRIPTION//////////////////////////////////////

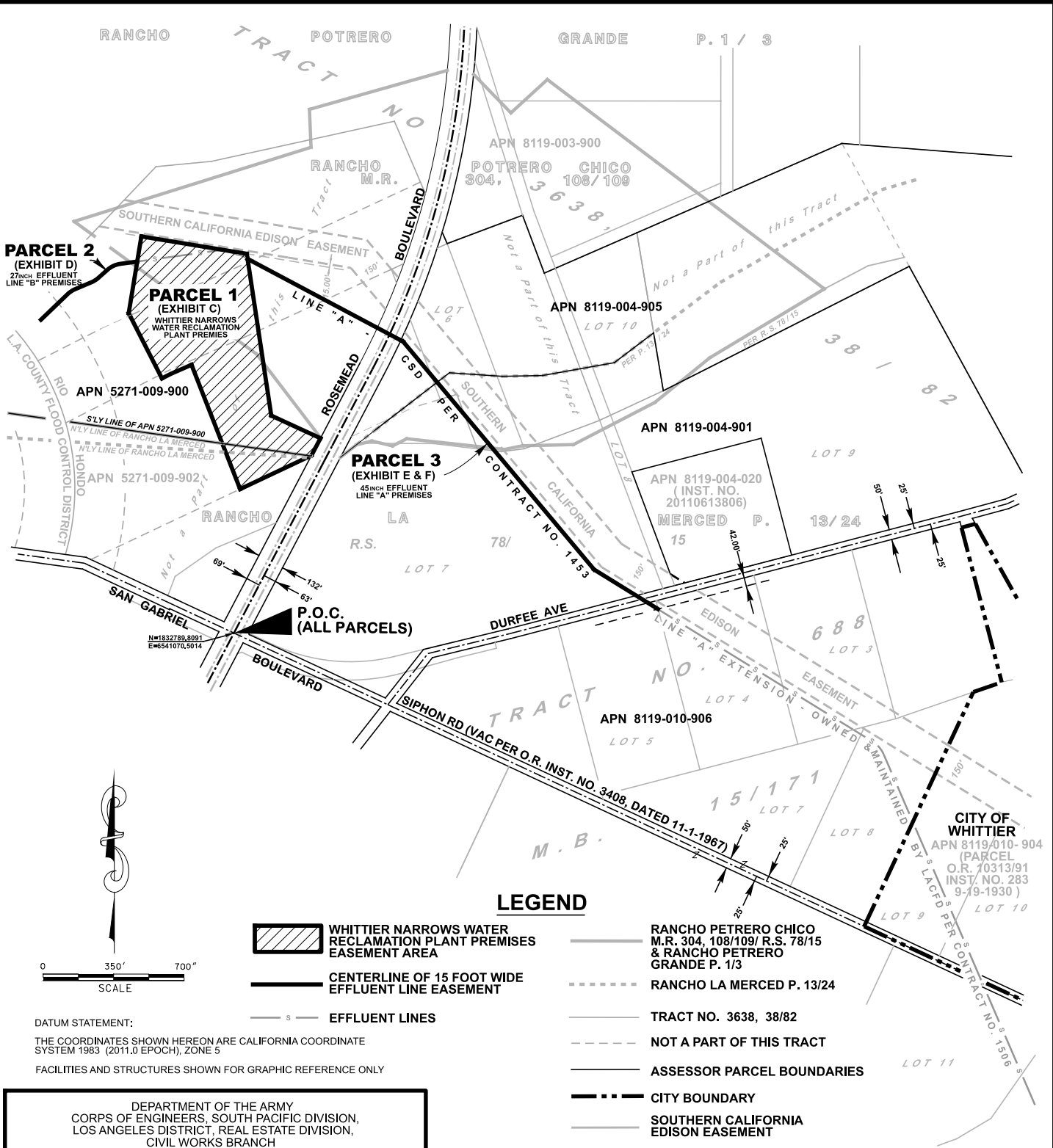
NOTE: Department of the Army Engineer Circular No. 405-1-03. "MAPPING" dated 30 Dec 2000, Chapter 3, Section XII "LEGAL DESCRIPTIONS", Paragraph 3-42d, requires all Corps of Engineers legal descriptions to include parenthetical Systeme Internationale (metric) equivalents for all foot-pound expressions of distance and/or area. However, to avoid cluttering and confusion, the same circular FTs Section V "PROJECT MAP DETAILS", Paragraph 3-24y, recommends against such dual dimensioning on maps.

EXHIBIT A

LOCATION MAP

E:\AOI 12-13-2022\DOC. NO. 637600

R:\Planning\Project Management\Projects\Easements\Whittier Narrows\F*3622 - exhibit B - Location Map - C-1453.dwg -- MODEL - Data.dwg



DATUM STATEMENT:
 THE COORDINATES SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM 1983 (2011.0 EPOCH), ZONE 5
 FACILITIES AND STRUCTURES SHOWN FOR GRAPHIC REFERENCE ONLY

LEGEND

- WHITTIER NARROWS WATER RECLAMATION PLANT PREMISES EASEMENT AREA
- CENTERLINE OF 15 FOOT WIDE EFFLUENT LINE EASEMENT
- EFFLUENT LINES
- RANCHO PETRERO CHICO M.R. 304, 108/109/ R.S. 78/15 & RANCHO PETRERO GRANDE P. 1/3
- RANCHO LA MERCED P. 13/24
- TRACT NO. 3638, 38/82
- NOT A PART OF THIS TRACT
- ASSESSOR PARCEL BOUNDARIES
- CITY BOUNDARY
- SOUTHERN CALIFORNIA EDISON EASEMENT

EASEMENT AREA:

PARCEL 1 (EXHIBIT C)	553696 ± Sq Ft
PARCEL 2 (EXHIBIT D)	8902 ± Sq Ft
PARCEL 3 (EXHIBIT E & F)	40885 ± Sq Ft
TOTAL	603483 ± Sq Ft

WHITTIER NARROWS FLOOD CONTROL BASIN

Easement to County Sanitation District No. 2 of Los Angeles County

DACW09-2-23-2205 UNIT A-82

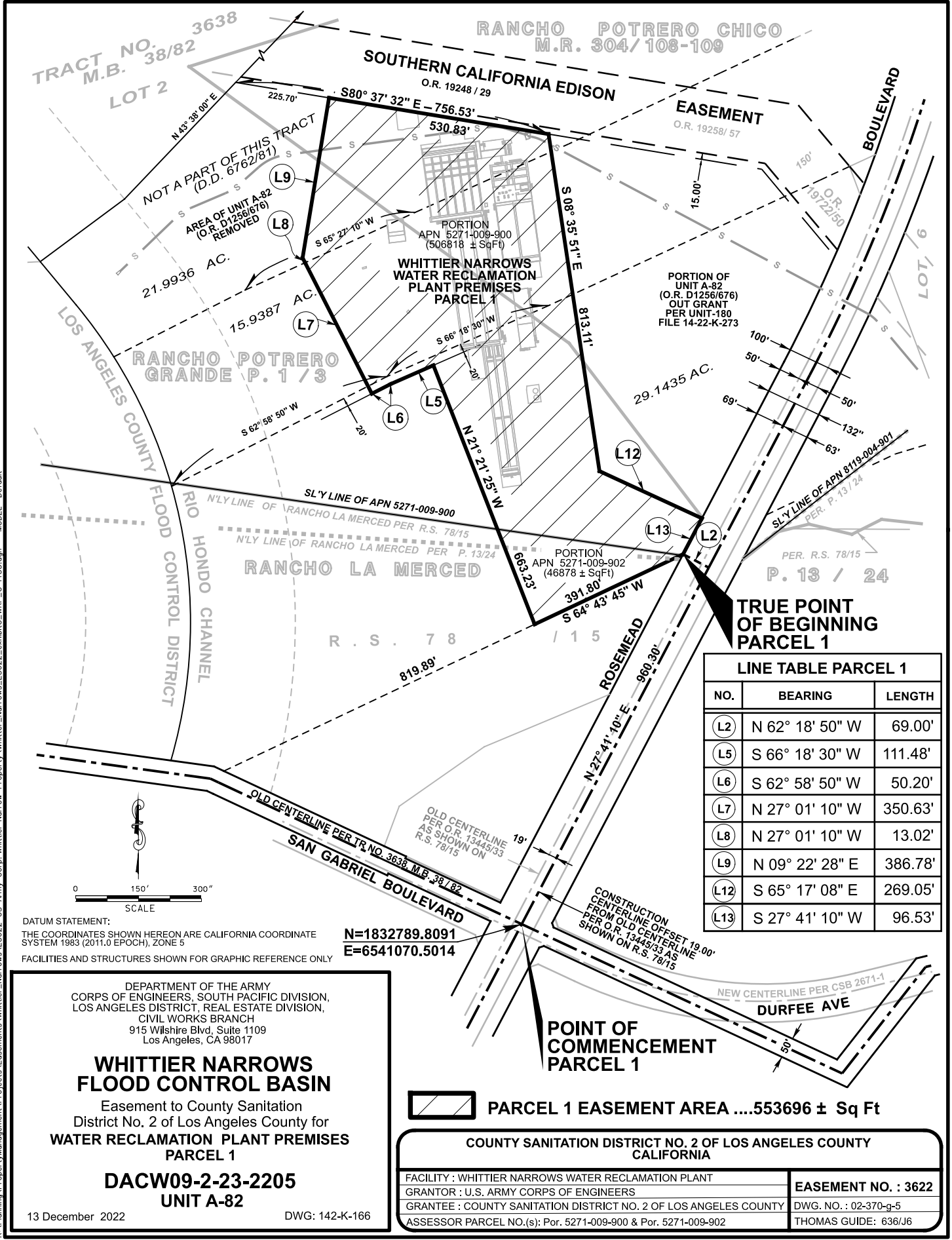
13 December 2022 DWG: 142-K-166

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY CALIFORNIA

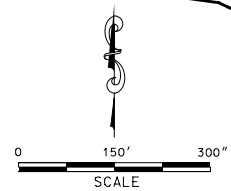
FACILITY: WHITTIER NARROWS WRP AND EFFLUENT LINES "A" & "B"	EASEMENT NO.: 3622
GRANTOR: U.S. ARMY CORPS OF ENGINEERS	DWG. NO.: 02-370-g-5/g-8
GRANTEE: COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY	THOMAS GUIDE: 636/J6, 637/A6
ASSESSOR PARCEL NO.(s): Por. 5271-009-900/ 8119-004-901, 905 / 8119-010-906	

EXHIBIT B

E:\012\13\2022\DOC. NO. 637600
 R:\Planning\PropertyManagement\Projects\Easements\Whittier_Narrows\E3622_exhibitC_WRP_C-1453.dgn -- MODEL - Default



LINE TABLE PARCEL 1		
NO.	BEARING	LENGTH
L2	N 62° 18' 50" W	69.00'
L5	S 66° 18' 30" W	111.48'
L6	S 62° 58' 50" W	50.20'
L7	N 27° 01' 10" W	350.63'
L8	N 27° 01' 10" W	13.02'
L9	N 09° 22' 28" E	386.78'
L12	S 65° 17' 08" E	269.05'
L13	S 27° 41' 10" W	96.53'



DATUM STATEMENT:
 THE COORDINATES SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM 1983 (2011.0 EPOCH), ZONE 5
 FACILITIES AND STRUCTURES SHOWN FOR GRAPHIC REFERENCE ONLY

N=1832789.8091
E=6541070.5014

DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
 LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
 CIVIL WORKS BRANCH
 915 Wilshire Blvd, Suite 1109
 Los Angeles, CA 98017

**WHITTIER NARROWS
 FLOOD CONTROL BASIN**
 Easement to County Sanitation
 District No. 2 of Los Angeles County for
**WATER RECLAMATION PLANT PREMISES
 PARCEL 1**
**DACW09-2-23-2205
 UNIT A-82**

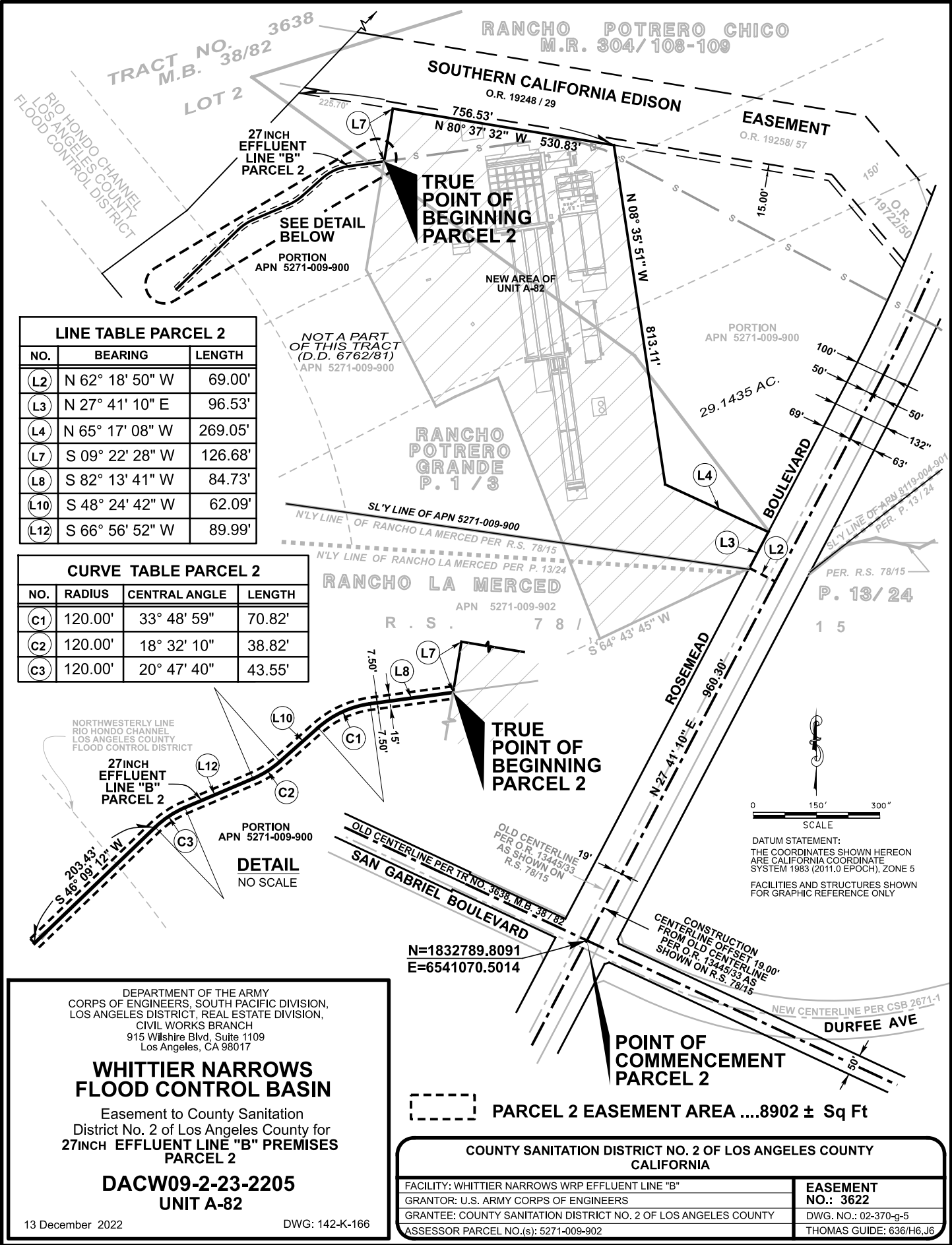
13 December 2022 DWG: 142-K-166

PARCEL 1 EASEMENT AREA553696 ± Sq Ft

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY CALIFORNIA	
FACILITY : WHITTIER NARROWS WATER RECLAMATION PLANT	EASEMENT NO. : 3622
GRANTOR : U.S. ARMY CORPS OF ENGINEERS	DWG. NO. : 02-370-g-5
GRANTEE : COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY	THOMAS GUIDE: 636/J6
ASSESSOR PARCEL NO.(s): Por. 5271-009-900 & Por. 5271-009-902	

EXHIBIT C

R:\Planning\PropertyManagement\Projects\Easements\Whittier_Narrows\F*3622_US Army Corp. Whittier Narrow Property Whittier_Narrows_E*3622_exhibitD_Line_B_C_#453.dgn -- MOBEL - Default

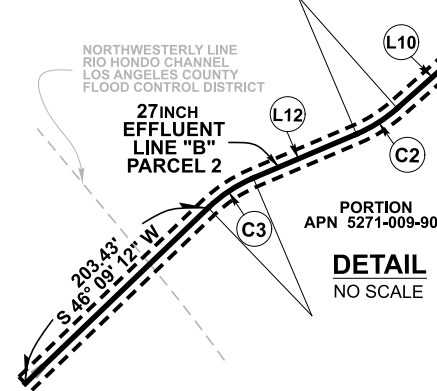


LINE TABLE PARCEL 2

NO.	BEARING	LENGTH
(L2)	N 62° 18' 50" W	69.00'
(L3)	N 27° 41' 10" E	96.53'
(L4)	N 65° 17' 08" W	269.05'
(L7)	S 09° 22' 28" W	126.68'
(L8)	S 82° 13' 41" W	84.73'
(L10)	S 48° 24' 42" W	62.09'
(L12)	S 66° 56' 52" W	89.99'

CURVE TABLE PARCEL 2

NO.	RADIUS	CENTRAL ANGLE	LENGTH
(C1)	120.00'	33° 48' 59"	70.82'
(C2)	120.00'	18° 32' 10"	38.82'
(C3)	120.00'	20° 47' 40"	43.55'



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
CIVIL WORKS BRANCH
915 Wilshire Blvd, Suite 1109
Los Angeles, CA 98017

**WHITTIER NARROWS
FLOOD CONTROL BASIN**

Easement to County Sanitation
District No. 2 of Los Angeles County for
27 INCH EFFLUENT LINE "B" PREMISES
PARCEL 2

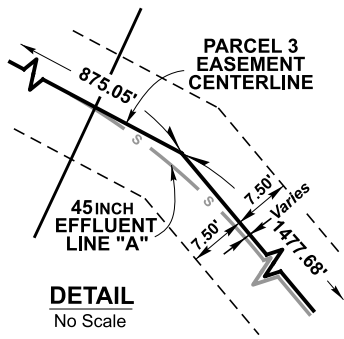
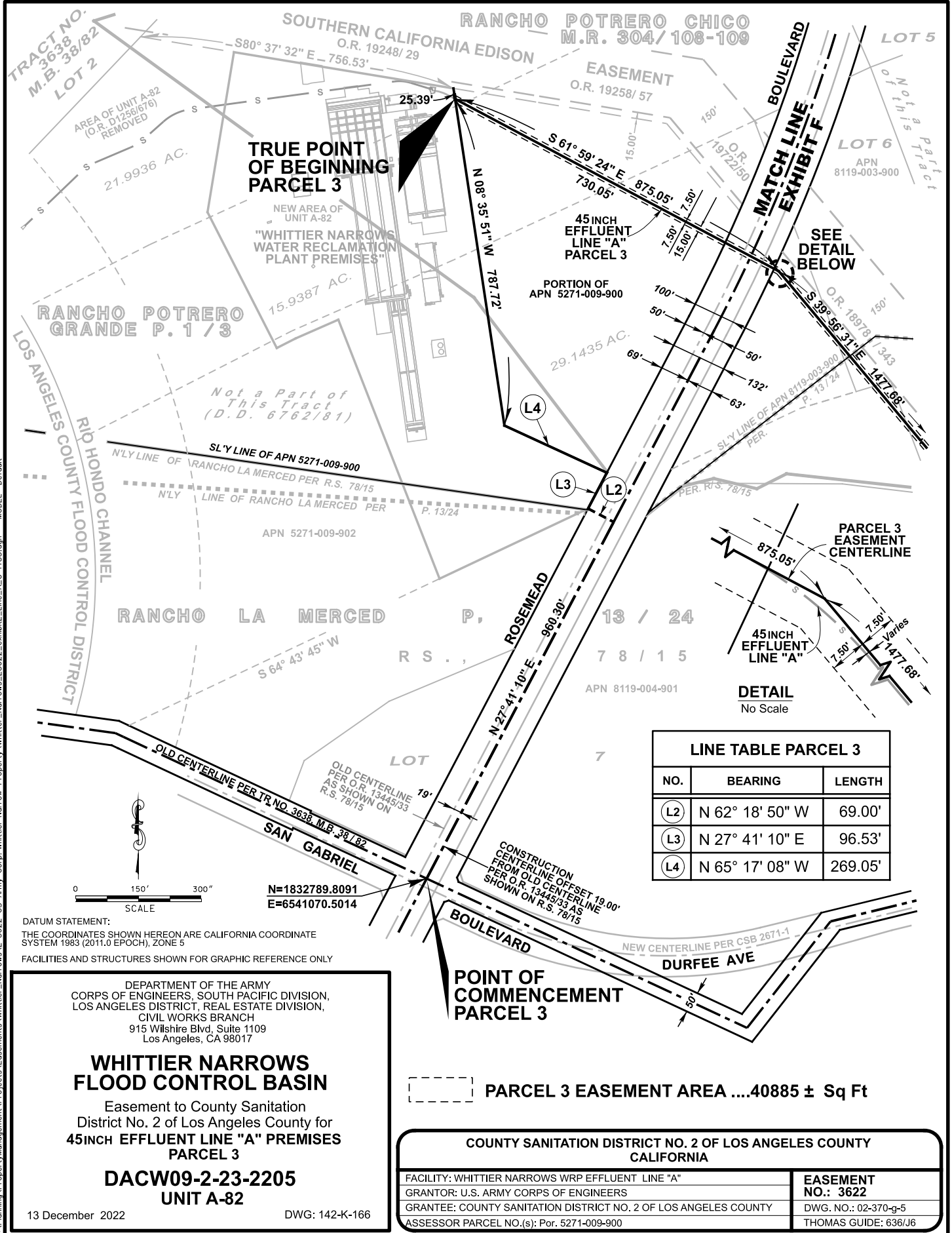
**DACW09-2-23-2205
UNIT A-82**

13 December 2022 DWG: 142-K-166

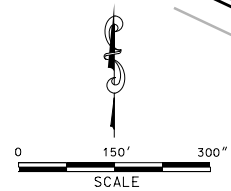
COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY CALIFORNIA	
FACILITY: WHITTIER NARROWS WRP EFFLUENT LINE "B"	EASEMENT NO.: 3622
GRANTOR: U.S. ARMY CORPS OF ENGINEERS	DWG. NO.: 02-370-g-5
GRANTEE: COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY	THOMAS GUIDE: 636/H6.J6
ASSESSOR PARCEL NO.(s): 5271-009-902	

EXHIBIT D

E:\Planning\PropertyManagement\Projects\Easements\Whittier-Narrows\Whittier-Narrows-E-3622-exhibitE_Line_A_C-1453.dgn -- MOBEL - Default
 R:\Planning\PropertyManagement\Projects\Easements\Whittier-Narrows\Whittier-Narrows-E-3622 US Army Corp. Whittier Narrows Property Whittier-Narrows-E-3622-exhibitE_Line_A_C-1453.dgn -- MOBEL - Default



LINE TABLE PARCEL 3		
NO.	BEARING	LENGTH
L2	N 62° 18' 50" W	69.00'
L3	N 27° 41' 10" E	96.53'
L4	N 65° 17' 08" W	269.05'



DATUM STATEMENT:
 THE COORDINATES SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM 1983 (2011.0 EPOCH), ZONE 5
 FACILITIES AND STRUCTURES SHOWN FOR GRAPHIC REFERENCE ONLY

DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
 LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
 CIVIL WORKS BRANCH
 915 Wilshire Blvd, Suite 1109
 Los Angeles, CA 98017

**WHITTIER NARROWS
 FLOOD CONTROL BASIN**
 Easement to County Sanitation
 District No. 2 of Los Angeles County for
**45 INCH EFFLUENT LINE "A" PREMISES
 PARCEL 3**
**DACW09-2-23-2205
 UNIT A-82**

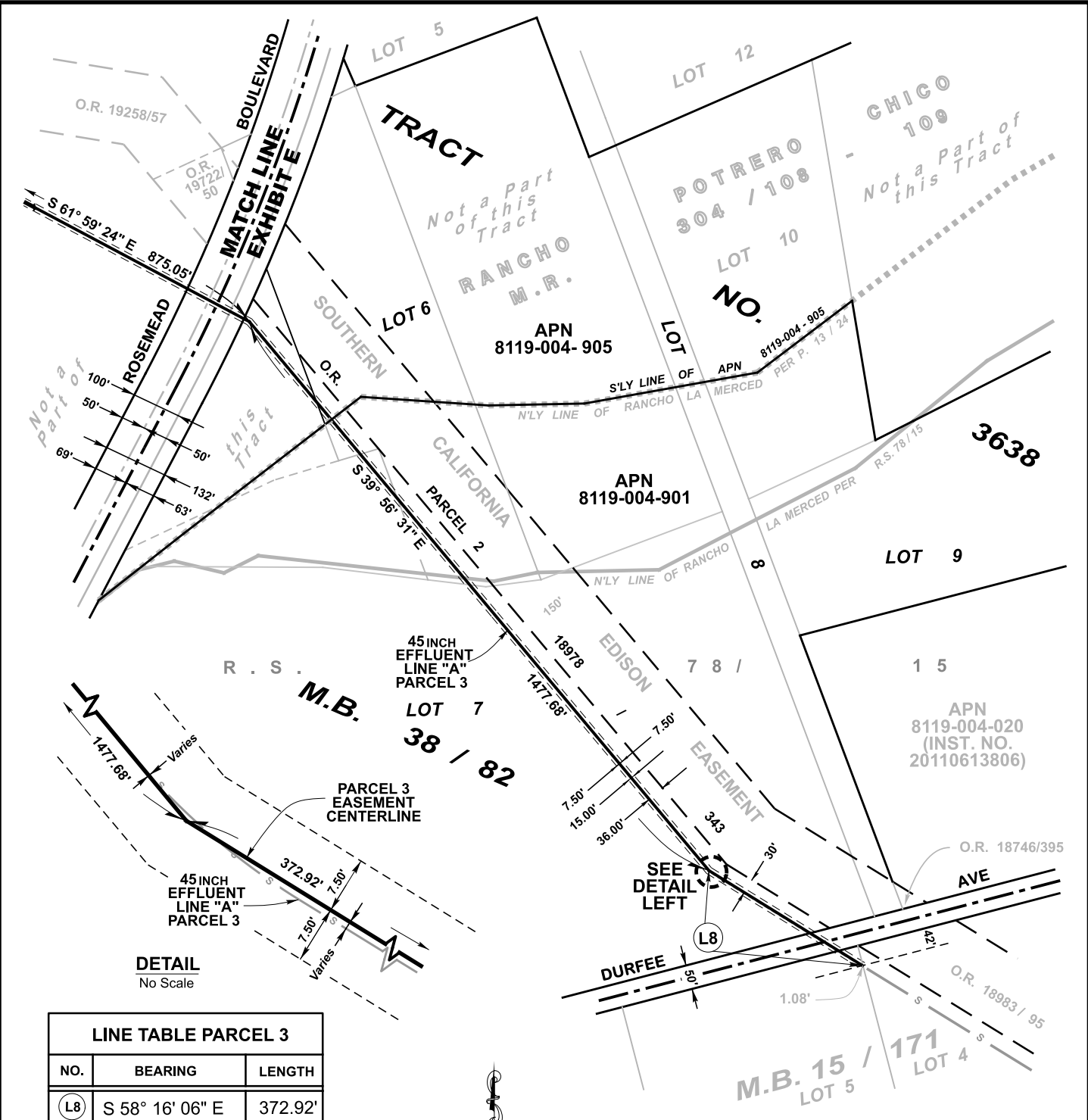
13 December 2022 DWG: 142-K-166

PARCEL 3 EASEMENT AREA40885 ± Sq Ft

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY CALIFORNIA	
FACILITY: WHITTIER NARROWS WRP EFFLUENT LINE "A"	EASEMENT NO.: 3622
GRANTOR: U.S. ARMY CORPS OF ENGINEERS	DWG. NO.: 02-370-g-5
GRANTEE: COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY	THOMAS GUIDE: 636/J6
ASSESSOR PARCEL NO.(s): Por. 5271-009-900	

EXHIBIT E

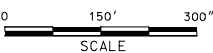
EAO 112-B-2022 16317600
 R:\Division\Projects\Whittier Narrows\Projects\Easements\Whittier Narrows\Map\3622 Exhibit F Line A C-1453.dwg --- MODEL - Detail



DETAIL
No Scale

LINE TABLE PARCEL 3		
NO.	BEARING	LENGTH
L8	S 58° 16' 06" E	372.92'

DATUM STATEMENT:
 THE COORDINATES SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM 1983 (2011.0 EPOCH), ZONE 5
 FACILITIES AND STRUCTURES SHOWN FOR GRAPHIC REFERENCE ONLY



TOTAL EASEMENT AREA 40885 ± Sq Ft

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY CALIFORNIA	
FACILITY: WHITTIER NARROWS WRP EFFLUENT LINE "A"	EASEMENT NO.: 3622
GRANTOR: U.S. ARMY CORPS OF ENGINEERS	DWG. NO.: 02-370-g-5
GRANTEE: COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY	THOMAS GUIDE: 636/J6 , 637/A6
ASSESSOR PARCEL NO.(s): Por. 8119-004-901 / 8119-004-905	

DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS, SOUTH PACIFIC DIVISION,
 LOS ANGELES DISTRICT, REAL ESTATE DIVISION,
 CIVIL WORKS BRANCH
 915 Wilshire Blvd, Suite 1109
 Los Angeles, CA 98017

**WHITTIER NARROWS
 FLOOD CONTROL BASIN**
 Easement to County Sanitation
 District No. 2 of Los Angeles County for
**45 INCH EFFLUENT LINE "A" PREMISES
 PARCEL 3 (Con't)**
**DACW09-2-23-2205
 UNIT A-82**

8 December 2022
DWG: 142-K-166

EXHIBIT F