

Recording Requested By:

City of Los Angeles
Harbor Department
425 S. Palos Verdes Street
San Pedro, California 90731

When Recorded, Mail To:

Samuel Unger, Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

ILWU Local 13 Dispatch Hall Project
ASSESSOR'S PARCEL NUMBER (APN): 7440-001-912
1500 East Anaheim Street
LARWQCB SITE CLEANUP PROGRAM NO. 1257/A

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 6th day of September, 2016 by the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioner ("Covenantor") who is the current Owner of record of that certain property identified as APN 7440-001-912 and situated at 1500 East Anaheim Street, in the City of Wilmington, County of Los Angeles, State of California, which is more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, Los Angeles Region ("Board"), with reference to the following facts:

A. Nature of Covenant. This Covenant is an environmental covenant provided for by Civil Code section 1471 and required by the Board pursuant to Water Code section 13307.1 because the Board has determined that the Burdened Property is not suitable for unrestricted use and that a land use restriction is necessary for the protection of present or future human health, safety, or the environment as result of the presence of hazardous materials, as defined in section 25260 of the Health and Safety Code, in the soil and/or groundwater at the Burdened Property.

B. Contamination of the Burdened Property. The soil, soil vapor, and groundwater at the Burdened Property were contaminated by oil field production and other manufacturing conducted by previous site operator(s). The known contamination consisted of organic chemicals including petroleum hydrocarbons (i.e., gasoline-range total petroleum hydrocarbons) and halogenated and non-halogenated volatile organic compounds (including benzene, tetrachloroethylene, and trichloroethylene), which constitute hazardous materials. Following removal and off-site disposal of contaminated soil, the laboratory analysis of confirmation soil samples indicated that no contaminants

of concern were detected at concentrations above the site-specific cleanup levels. Maximum concentrations of organic chemicals detected in soil vapor sampling were used in a Human Health Risk Assessment Model which indicated no unacceptable health risks to potential commercial or industrial site receptors. The California Office of Environmental Health Hazard Assessment reviewed the Human Health Risk Assessment Model and concluded that the Burdened Property is appropriate for commercial/industrial use. In addition, arrangements were made in the construction of the building on the Burdened Property that further mitigate health risks, including placement of vapor barriers under the building. Property groundwater contains detectable concentrations of organic chemicals, which is consistent with the surrounding area and groundwater monitoring, sampling, and reporting is ongoing.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in the soil, soil gas, and groundwater at the Burdened Property. The risk of public exposure to the contaminants has been substantially lessened by the remediation described herein to allow commercial/industrial use of the property.

D. Land Uses and Population Potentially Affected. The Burdened Property is used for offices and union dispatch hall and is adjacent to commercial and industrial land uses.

E. Disclosure and Sampling. Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board and extensive sampling of the Burdened Property has been conducted.

F. Use of Burdened Property. Covenantor desires and intends that in order to benefit the Board, and to protect present and future human health, safety, or the environment, the Burdened Property shall be used in a manner consistent with this Covenant as to avoid potential harm to persons or property that might result from any hazardous materials that might remain deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health or safety or the environment as a result of the presence of hazardous materials at the Burdened Property. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the Burdened Property; (b) run with the land pursuant to Civil Code section 1471; and (c) are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. The Burdened Property is currently leased by the Covenantor to the Pacific Maritime Association ("Current Tenant"). Pursuant to the Consent and Subordination attached hereto as Exhibit C, the Current Tenant consents to the Covenant and agrees to be bound by the Restrictions and agrees for itself and its agents, employees and sublessees that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions. Further, after the date of recordation hereof, all purchasers, lessees, and

possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions shall be incorporated in and attached to each and all future deeds and future leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to encumber or restrict the Owner's and Occupant's real property rights as specified in this Covenant, which will run with the land, to facilitate the remediation of past environmental contamination and to protect present and future human health, safety, or the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board, Los Angeles Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupant or Occupants. "Occupant" or "Occupants" shall mean Owners and those other persons entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and Covenantor's successors in interest who hold title to all or any portion of the Burdened Property.

ARTICLE III DEVELOPMENT, USE, AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development and use of the Burdened Property shall be restricted to industrial, commercial, and/or office space uses;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No public or private schools for persons under 18 years of age shall be permitted on the Burdened Property;

- e. No care or community centers for children, or other uses that would involve the regular congregation of children, shall be authorized on the Burdened Property;
- f. No Owner or Occupant shall conduct or permit any excavation work 10 or more feet below current grade on the Burdened Property or redevelopment of the Burdened Property that lowers the overall grade of the Burdened Property, unless expressly permitted in writing by the Board. Any contaminated soils or groundwater brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the Owner, Owner's agent, Occupant, or Occupant's agent in accordance with all applicable provisions of local, state and federal law;
- g. Any excavation conducted 10 or more feet of current grade on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan;
- h. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board; nor shall the Owner or Occupant permit or engage any third party to do such acts;
- i. The Owner and/or Occupant shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions, and (2) the type and date of repair of such disturbance. Notifications to the Board shall be made by registered mail within twenty (20) working days of both the date of discovery of such disturbance and the date of completion of repairs;
- j. The Covenantor agrees that the Board, and any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code; and
- k. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 above shall be grounds for the Board, by the authority of this Covenant, to require that the Owner or Occupant modify or remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the Board to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall limit the Board's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all future purchase agreements or leases relating to all or any portion of the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in the soils and/or groundwater under the property, and is subject to a Covenant and Environmental Restriction on Property dated as of _____, 20__.

and recorded on _____, 20____, in the Official Records of _____ County, California, as Document No. _____, which Covenant and Environmental Restriction on Property imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV
VARIANCE, TERMINATION, AND TERM

4.1 Variance. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or an official of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed:

If To: "Covenantor"
City of Los Angeles
Harbor Department
Attention: Environmental Management Director
425 S. Palos Verdes Street
San Pedro, California 90731

with copy to:
City of Los Angeles
City Attorneys Office-Harbor District
Attention: General Counsel
425 S. Palos Verdes Street
San Pedro, California 90731

If To: "Board"
Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Los Angeles

within ten (10) days of the date of execution.

5.5 References. All references to Code sections include successor provisions.

5.6 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor:

City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioner

Print Name: _____

Signature: _____

Title: _____

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.

APPROVED AS TO FORM AND LEGALITY

MARCH 6 2017
MICHAEL N. FEUER, City Attorney

By: [Signature] Deputy City Attorney

State of California
County of Los Angeles

On _____, 2016, before me, _____, Notary Public, personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

(Seal)

California Regional Water Quality Control Board, Los Angeles Region

Print Name: _____

Signature: _____

Title: Executive Officer

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 _____, 2016, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

Assessor's Parcel Number(s): 7440-001-912 (portion of)

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1

DISPATCH HALL PREMISES

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 66 OF THE RECORD OF SURVEY RECORDED IN BOOK 51, PAGES 1 THROUGH 21, INCLUSIVE, OF RECORDS OF SURVEY, TOGETHER WITH A PORTION OF THE RANCHO SAN PEDRO AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGES 119 THROUGH 121, OF PATENTS, TOGETHER WITH A PORTION OF BLOCK 26, RANGE 8, AND BLOCK 25, RANGE 8, AND BLOCK 26, RANGE 7, AND BLOCK 25, RANGE 7, AND BLOCK 24, RANGE 7 OF THE MAP OF NEW SAN PEDRO RECORDED IN BOOK 6, PAGES 66 AND 67 OF DEEDS, INCLUDING LOTS AND STREET THEREIN; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 66;

THENCE SOUTH 03°43'33" EAST A DISTANCE OF 22.00 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND 72.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE PORTION OF THE CENTERLINE OF ANAHEIM STREET SHOWN AS HAVING A BEARING OF NORTH 86°15'38" EAST ON THE MAP OF SAID RECORD OF SURVEY; SAID LINE SHALL HAVE A BEARING OF NORTH 86°16'27" EAST FOR THE PURPOSES OF THIS DESCRIPTION;

THENCE ALONG SAID PARALLEL LINE, SOUTH 86°16'27" WEST A DISTANCE OF 113.28 FEET; THENCE SOUTH 57°14'21" WEST A DISTANCE OF 26.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 8698.21 FEET, AND BEING CONCENTRIC WITH AND 67.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 90, PAGES 1 THROUGH 12, INCLUSIVE,;

THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 02°55'40", AN ARC LENGTH OF 444.46 FEET TO A NON-TANGENT LINE;

THENCE ALONG SAID NON-TANGENT LINE SOUTH 31°38'22" WEST A DISTANCE OF 29.89 FEET;

THENCE NORTH 58°37'32" WEST A DISTANCE OF 31.81 FEET RADIALLY TO BEGINNING OF CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'36", AN ARC LENGTH OF 46.89 FEET TO THE BEGINNING OF A NON-TANGENT LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8666.21 FEET, AND BEING CONCENTRIC WITH AND 35.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 90, PAGES 1 THROUGH 12, INCLUSIVE, SAID POINT BEING **POINT A**;

THENCE SOUTH 58°18'56" EAST A DISTANCE OF 31.72 FEET;

THENCE SOUTH 31°38'22" WEST A DISTANCE OF 63.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8698.21 FEET, AND BEING CONCENTRIC WITH AND 67.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET AS SHOWN ON SAID RECORD OF SURVEY, AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 57°53'49" EAST

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'21", AN ARC LENGTH OF 337.39 FEET;

THENCE NORTH 55°40'28" WEST A DISTANCE OF 32.00 FEET RADIALLY TO BEGINNING OF CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'51", AN ARC LENGTH OF 39.95 FEET TO THE BEGINNING OF A NON-TANGENT LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8666.21 FEET, AND BEING CONCENTRIC WITH AND 35.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 90, PAGES 1 THROUGH 12, INCLUSIVE, SAID POINT BEING **POINT B**;

THENCE SOUTH 55°24'38" EAST A DISTANCE OF 32.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'18", AN ARC LENGTH OF 13.41 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 55°37'04" EAST A DISTANCE OF 96.91 FEET;

THENCE NORTH 42°30'51" EAST A DISTANCE OF 239.13 FEET;

THENCE NORTH 55°14'01" EAST A DISTANCE OF 1380.66 FEET, SAID POINT BEING **POINT C**;

THENCE SOUTH 87°08'31" WEST A DISTANCE OF 251.54 FEET;

THENCE NORTH 04°51'32" WEST A DISTANCE OF 17.04 FEET;

THENCE SOUTH 87°02'58" WEST A DISTANCE OF 41.02 FEET, SAID POINT BEING **POINT D**;

THENCE SOUTH 04°51'32" EAST A DISTANCE OF 17.36 FEET TO A LINE PARALLEL WITH AND 69.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE PORTION OF THE CENTERLINE OF ANAHEIM STREET SHOWN AS HAVING A BEARING OF NORTH 85°07'56" EAST ON THE RECORD OF SURVEY RECORDED IN SAID BOOK 51, PAGES 1 THROUGH 21, INCLUSIVE; SAID LINE SHALL HAVE A BEARING OF NORTH 85°08'28" EAST FOR THE PURPOSES OF THIS DESCRITPION;

THENCE ALONG SAID PARALLEL LINE, SOUTH 85°08'28" WEST A DISTANCE OF 305.49 FEET TO SAID LINE PARALLEL WITH AND 69.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ANAHEIM STREET;

THENCE NORTH 04°51'32" WEST A DISTANCE OF 19.00 FEET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 85°08'28" WEST A DISTANCE OF 41.00 FEET TO SAID LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ANAHEIM STREET;

THENCE SOUTH 04°51'32" EAST A DISTANCE OF 19.51 FEET;

THENCE SOUTH 83°14'10" WEST A DISTANCE OF 74.92 FEET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 85°08'34" WEST A DISTANCE OF 18.93 FEET TO SAID LINE PARALLEL WITH AND 72.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ANAHEIM STREET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 86°16'27" WEST A DISTANCE OF 0.89 FEET TO THE **TRUE POINT OF BEGINNING**.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 8.77 ACRES, MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD, IF ANY.

Parcel No. 2
BIKE PATH PREMISES

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE RANCHO SAN PEDRO AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGES 119 THROUGH 121, OF PATENTS, TOGETHER WITH A PORTION OF BLOCK 25, RANGE 7 OF THE MAP OF NEW SAN PEDRO RECORDED IN BOOK 6, PAGES 66 AND 67 OF DEEDS, INCLUDING LOTS AND STREET THEREIN; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT A;

THENCE SOUTH 58°18'56" EAST A DISTANCE OF 31.72 FEET;

THENCE SOUTH 31°38'22" WEST A DISTANCE OF 63.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8698.21 FEET, AND BEING CONCENTRIC WITH AND 67.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET AS SHOWN ON SAID RECORD OF SURVEY, AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 57°53'49" EAST

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'21", AN ARC LENGTH OF 337.39 FEET;

THENCE NORTH 55°40'28" WEST A DISTANCE OF 32.00 FEET RADIALY TO BEGINNING OF NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8666.21 FEET, AND BEING CONCENTRIC WITH AND 35.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 90, PAGES 1 THROUGH 12, INCLUSIVE:

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°38'27", AN ARC LENGTH OF 399.44 FEET TO THE **POINT A**.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 0.29 ACRES, MORE OR LESS.

Parcel No. 3
BIKE PATH PREMISES

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE RANCHO SAN PEDRO AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGES 119 THROUGH 121, OF PATENTS, TOGETHER WITH A PORTION OF BLOCK 24, RANGE 7 OF THE MAP OF NEW SAN PEDRO RECORDED IN BOOK 6, PAGES 66 AND 67 OF DEEDS, INCLUDING LOTS AND STREET THEREIN; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT B;

THENCE SOUTH 55°24'38" EAST A DISTANCE OF 32.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'18", AN ARC LENGTH OF 13.41 FEET TO A NON-TANGENT LINE;

THENCE NORTH 55°19'20" WEST A DISTANCE OF 32.00 FEET RADially TO BEGINNING OF NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8666.21 FEET, AND BEING CONCENTRIC WITH AND 35.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 90, PAGES 1 THROUGH 12, INCLUSIVE;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'18", AN ARC LENGTH OF 13.36 FEET TO THE **POINT B**.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 0.01 ACRES, MORE OR LESS.

Parcel No. 4
BIKE PATH PREMISES

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 66 OF THE RECORD OF SURVEY RECORDED IN BOOK 51, PAGES 1 THROUGH 21, INCLUSIVE, OF RECORDS OF SURVEY; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT C;

THENCE SOUTH 87°08'31" WEST A DISTANCE OF 251.54 FEET;

THENCE NORTH 04°51'32" WEST A DISTANCE OF 17.04 FEET;

THENCE SOUTH 87°02'58" WEST A DISTANCE OF 243.70 FEET TO THE BEGINNING OF A TANGENG CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 104.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTAL ANGLE OF 04°19'13", AN ARC LENGTH OF 7.84 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 04°51'32" EAST A DISTANCE OF 17.15 FEET TO THE **POINT C**.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 0.10 ACRES, MORE OR LESS.

Parcel No. 5
BIKE PATH PREMISES

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 66 OF THE RECORD OF SURVEY RECORDED IN BOOK 51, PAGES 1 THROUGH 21, INCLUSIVE, OF RECORDS OF SURVEY; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT D;

THENCE SOUTH 04°51'32" EAST A DISTANCE OF 17.36 FEET TO A LINE PARALLEL WITH AND 69.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE PORTION OF THE CENTERLINE OF ANAHEIM STREET SHOWN AS HAVING A BEARING OF NORTH 85°07'56" EAST ON THE RECORD OF SURVEY RECORDED IN SAID BOOK 51, PAGES 1 THROUGH 21, INCLUSIVE; SAID LINE SHALL HAVE A BEARING OF NORTH 85°08'28" EAST FOR THE PURPOSES OF THIS DESCRITPION;

THENCE ALONG SAID PARALLEL LINE, SOUTH 85°08'28" WEST A DISTANCE OF 305.49 FEET TO SAID LINE PARALLEL WITH AND 69.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ANAHEIM STREET;

THENCE NORTH 04°51'32" WEST A DISTANCE OF 19.00 FEET;

THENCE NORTH 85°08'43" EAST A DISTANCE OF 257.19 FEET;

THENCE NORTH 87°02'58" EAST A DISTANCE OF 48.34 FEET TO THE **POINT D;**

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 0.13 ACRES, MORE OR LESS.

Parcel No. 6
BIKE PATH PREMISES

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 66 OF THE RECORD OF SURVEY RECORDED IN BOOK 51, PAGES 1 THROUGH 21, INCLUSIVE, OF RECORDS OF SURVEY, TOGETHER WITH A PORTION OF THE RANCHO SAN PEDRO AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGES 119 THROUGH 121, OF PATENTS, TOGETHER WITH A PORTION OF BLOCK 26, RANGE 8, AND BLOCK 25, RANGE 8 OF THE MAP OF NEW SAN PEDRO RECORDED IN BOOK 6, PAGES 66 AND 67 OF DEEDS, INCLUDING LOTS AND STREET THEREIN; IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRUE POINT OF BEGINNING;

THENCE SOUTH 03°43'33" EAST A DISTANCE OF 22.00 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND 72.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE PORTION OF THE CENTERLINE OF ANAHEIM STREET SHOWN AS HAVING A BEARING OF NORTH 86°15'38" EAST ON THE MAP OF SAID RECORD OF SURVEY; SAID LINE SHALL HAVE A BEARING OF NORTH 86°16'27" EAST FOR THE PURPOSES OF THIS DESCRIPTION;

THENCE ALONG SAID PARALLEL LINE, SOUTH 86°16'27" WEST A DISTANCE OF 113.28 FEET;

THENCE SOUTH 57°14'21" WEST A DISTANCE OF 26.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 8698.21 FEET, AND BEING CONCENTRIC WITH AND 67.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 90, PAGES 1 THROUGH 12, INCLUSIVE,;

THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 02°55'40", AN ARC LENGTH OF 444.46 FEET TO A NON-TANGENT LINE;

THENCE ALONG SAID NON-TANGENT LINE SOUTH 31°38'22" WEST A DISTANCE OF 29.89 FEET;

THENCE NORTH 58°37'32" WEST A DISTANCE OF 31.81 FEET RADially TO BEGINNING OF CURVE;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°07'01", AN ARC LENGTH OF 471.43 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8666.21 FEET, AND BEING CONCENTRIC WITH AND 35.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF ALAMEDA STREET, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 90, PAGES 1 THROUGH 12, INCLUSIVE;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°00'57", AN ARC LENGTH OF 40.50 FEET TO THE BEGINNING OF A TANGENT LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET;

THENCE NORTH 86°16'25" EAST A DISTANCE OF 130.12 FEET TO THE POINT OF COMMENCING;

THENCE NORTH 86°16'25" EAST A DISTANCE OF 0.67 FEET;

THENCE NORTH 85°08'20" EAST A DISTANCE OF 93.59 FEET;

THENCE SOUTH 04°51'32" EAST A DISTANCE OF 19.51 FEET;

THENCE SOUTH 83°14'10" WEST A DISTANCE OF 74.92 FEET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 85°08'34" WEST A DISTANCE OF 18.93 FEET TO SAID LINE PARALLEL WITH AND 72.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ANAHEIM STREET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 86°16'27" WEST A DISTANCE OF 0.89 FEET TO THE **TRUE POINT OF BEGINNING.**

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 0.48 ACRES, MORE OR LESS.
THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECTION.

EXHIBIT B

MAP OF THE BURDENED PROPERTY

EXHIBIT C

CONSENT AND SUBORDINATION OF CURRENT LESSEE

The Pacific Maritime Association, a California corporation (“Tenant”) is the tenant under Permit No. 893 (“Lease”) granted by the City of Los Angeles on May 31, 2011 for that certain real property located at 1500 East Anaheim Street, Los Angeles, California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Tenant hereby consents to and subjects and subordinates the Lease to that certain Covenant and Environmental Restriction on Property, ILWU Local 13 Dispatch Hall Project, Assessor’s Parcel Number (APN) 7440-001-912, 1500 East Anaheim Street, LARWQCB Site Cleanup Program No. 1257/A dated as of _____ (“Covenant”).

The Lease shall be in all respects and for all purposes subject, subordinate and junior to the obligations established by and set forth in the Covenant, and Tenant shall comply with the applicable provisions of the Covenant related to occupancy of the Property, as fully and with the same effect as if the Covenant had been duly executed, acknowledged and recorded prior to the Lease. Other than the consent and subordination effected hereby, the Tenant shall not have, nor be deemed to have, waived or modified any of the terms, covenants or conditions of the Lease by reason of its execution of this document, and the Lease shall remain in full force and effect.

[SIGNATURE BLOCK IS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the Tenant has caused this Covenant to be duly executed this 6th
day of Sept, 2016

TENANT

PACIFIC MARITIME ASSOCIATION, a California corporation

By: Craig E. Epperson
Name: Craig E. Epperson
Its: SVP & General Counsel

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 September 6, 2016 before me, E.S. Laurel Shane, Notary Public
Craig E. Epperson, SVP & General Counsel
(insert name and title of the officer)

personally appeared Craig E. Epperson,
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 

