

**SECOND AMENDED AND RESTATED PORT FACILITY PROPERTY INSTRUMENT OF
DISPOSAL QUITCLAIM DEED, INDENTURE, AND ENVIRONMENTAL RESTRICTION
PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1471**

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA)

1. THIS SECOND AMENDED and RESTATED INDENTURE, made this the **fifth (5th) day of December 2020**, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Transportation, as delegated to the Maritime Administrator, Maritime Administration (herein called the Grantor), under and pursuant to the power and authority provided by the National Defense Authorization Act for Fiscal Year 1994, Pub. L. 103-160, 2927, dated November 30, 1993 (107 Stat. 1932-1934); Chapter III of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 541-559 Act at 40 U.S.C. 554 (formerly cited as 40 U.S.C. 484g); the Federal Property Management Regulations Title 41, Code of Federal Regulations (CFR) chapter 102; and the Utilization and Disposal of Surplus Federal Real Property for Development or Operation of a Port Facility Regulation, Title 46 CFR Part 387, and the **City of Los Angeles**, acting through the Board of Harbor Commissioners (herein called the Grantee).

2. THIS INDENTURE amends and restates a certain indenture between the Grantor and the Grantee conveying Site 6A and a portion of the Navy Mole of 16 acres of land, more or less, dated the 6th day of June, 2000, and recorded on 18th day of October, 2000, as **Document No. 00-162 4100** of Official Records, which was subsequently amended and restated on 9th day of June, 2004, and recorded on 30th day of October, 2004, as **Document No. 04-167 6102** of Official Records.

3. The purpose of this Second Amended and Restated Indenture is to ensure a reservation for an existing fuel line and related infrastructure for the benefit of the UNITED STATES OF AMERICA, by and through the Department of Navy.

4. WHEREAS, all the Property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA ("Government"), the Property was excessed by the Department of the Navy and is presently available for disposal and its disposal has been heretofore authorized by the Department of the Navy, acting pursuant to the Act, the Federal Property Management Regulations 41 CFR Part 101-

47 and authority delegated to the Secretary of Defense under Public Law 101-510 (H.R.4739, enacted November 5, 1990, titled "A bill to authorize appropriations for fiscal year 1991 for military functions of the Department of Defense and to prescribe military personnel levels for fiscal year 1991, and for other purposes," 104 Stat.1485-1855} and redelegated to the Secretary of the Navy.

5. WHEREAS, the surplus real Property will be used and maintained in perpetuity for the purpose for which it was conveyed, and that if the Property ceases to be used or maintained for that purpose, all or any portion of the Property will, in its then existing condition, at the option of the Government, revert to the General Services Administration.
6. TO HAVE AND TO HOLD the same on an "as is where is" basis, together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the title or claim whatsoever of the Grantor, either in law or in equity and subject to the terms, reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the Grantee.
7. NOW THEREFORE, said Grantor, for and in consideration of the assumption by the Grantee of all the obligations and its taking subject to certain terms, reservations, restrictions and conditions and its agreement to abide by, certain other terms, reservations, restrictions and conditions, all as set out hereinafter, has remised, granted, released and forever quitclaimed and by these presents does remise, grant, release and forever quitclaim to the Grantee, without warranty, express or implied, under and subject to the terms, reservations, restrictions, conditions and exceptions, all as hereinafter expressed and set out, all title and claim which the Grantor has in and to that certain property, comprising Site 6A - Seaside Avenue and a portion of the Navy Mole of 16 acres of land, more or less, together with all improvements thereon, situate, lying and being in the City of Los Angeles, County of Los Angeles, State of California, being a portion of the formerly known Naval Station Long Beach, Los Angeles, CA, and described in detail in the June 6, 2000 Indenture described in paragraph 2, above. Site 6A and a portion of the Navy Mole of 16 acres of land, more or less is hereinafter referred to as the Property.
8. By the acceptance of this Deed or any rights hereunder, the Grantee, agrees that the conveyance of all the Property conveyed by this instrument, is accepted subject to the following terms, reservations, restrictions and conditions set forth in subparagraphs (a) and (b) of this paragraph which will run with the land in addition to further terms, reservations, restrictions and conditions as set forth elsewhere in the Deed:
 - a. That, except as provided in subparagraph (a) of numbered paragraph 9, the Property conveyed by this instrument will be used for development or operation of a port facility in perpetuity. As used in this instrument, the term "Port Facility" will mean any structure and improved property, including services connected therewith whether located on waterfront or inland, which

is used, or intended for use, in developing, transferring or assisting maritime commerce and water dependent industries, including, but not limited to, terminal and warehouse buildings, piers, wharves, yards, docks, berths, dry and cold storage spaces, bulk and liquid storage terminals, tank farms, aprons, cranes and equipment used to load and discharge cargo and passengers from vessels, multimodal transfer terminals, transshipment and receiving stations, marinas, foreign trade zones, shipyards, industrial property, fishing and aquaculture structures, mixed use waterfront complexes, connecting channels, port landside transportation access routes.

- b. That, except as provided in subparagraph 9.a., the entire Port Facility, including all structures, improvements, facilities and equipment in which this instrument conveys any interest will be maintained at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance will be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the Grantor or his successor in function.
9. FURTHER, by the acceptance of this Deed or any rights hereunder, the Grantee, also assumes the obligation of, agrees to abide by, and this conveyance is made subject to, the following terms, reservations, restrictions and conditions set forth in subparagraphs 9.a. through 9.w., inclusive:
- a. That no Property conveyed by this Deed will be mortgaged or otherwise disposed of or rights or interest granted by the Grantee without the written consent of the Grantor. However, the Grantor will only review leases of five years or more to determine the interest granted therein. Further, if Grantee has requested Grantor's approval in writing and furnished to Grantor therewith a copy or any written lease or agreement for use of the Property, or any portion thereof, for a term of five years or more, and Grantor has not either given its written approval or disapproval within thirty (30) days of receipt of the Grantee's request, approval of the request will be deemed to have been given.
 - b. Property conveyed for a Port Facility will be used and maintained for the use and benefit of the public on fair and reasonable terms, without discrimination. In furtherance of this term (but without limiting its general applicability and effect) the Grantee specifically agrees (1) that it will keep the Port Facility open to the maritime uses expressed in the application without discrimination between such types and kinds. Provided, that the Grantee may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Port Facilities as may be necessary for the safe and efficient operation of the Port Facility; and provided, further, that the Grantee may prohibit or limit any given type and kind of maritime use of the Port Facility if such action is necessary for the safe operation of the Port Facility, (2) that in

its operation and the operation of port facilities at the port, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, sex, age, marital status, political affiliation or non-affiliation, national origin, religion, disability or sexual orientation in the use of any of the facilities provided for the public at the port, and (3) that in any agreement, contract, lease, or other arrangement under which a right or privilege at the port is granted to any person, firm or corporation to conduct or engage in any maritime activity for furnishing services to the public at the port, the Grantee will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and (b) to charge fair, reasonable, and nondiscriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. The Grantee will, insofar as it is within its powers, and to the extent reasonable, adequately protect the water and land access to the Port Facility. The Grantee will, either by the acquisition and retention of easement or other interest in or rights for the use of land or by adoption and enforcement of zoning regulations, prevent the construction, erection or alteration of any structure in the access routes to and from the Port Facility.
- d. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by Grantor, the port and all facilities thereon and connected therewith which are necessary to service the maritime users of the Port Facility and will not permit any activity thereon which would interfere with its use as a Port Facility.
- e. The Grantee does hereby release the Government, and will take whatever action may be required by the Grantor to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damage under a deed or other agreement covering the use by the Grantee or its lessees, upon which, adjacent to which, or in connection with which, any Property transferred by this instrument was located or used. This language will not be construed to be in conflict with the covenants set forth in paragraph 9.P. following.
- f. The Port Facility is subject to the provisions of Title 46 CFR Part 340.
- g. The Grantee will: (1) furnish the Grantor with annual or special Port Facility financial and operational reports as requested, (2) furnish the Grantor with an annual utilization report that demonstrates that the Port Facility is being used in accordance with the terms and conditions of the Deed, and (3) upon reasonable request of the Grantor, make available for inspection by any duly

authorized representative of the Grantor the Port Facility, at which the Property described herein is located, and all Port Facility records and documents affecting the port, including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the Grantor a true copy of any such document.

- h. Intentionally Omitted.
- i. The Grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the terms, reservations, restrictions and conditions set forth herein, if an arrangement is made for management or operation of the Port Facility by any agency or person other than the Grantee will reserve sufficient rights and authority to ensure that such Port Facility will be operated and maintained in accordance with these terms, reservations, restrictions and conditions.
- j. The Grantee will keep up to date at all times a Port Facility layout map of the Property described herein showing: (a) the boundaries of the Port Facility and all proposed additions thereto, and (b) the location of all existing and proposed port facilities and structures, including all proposed extensions and reductions of existing port facilities.
- k. In the event that any of the aforesaid terms, reservations, restrictions and conditions are not met, observed, or complied with by the Grantee, whether caused by the legal inability of said Grantee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights conveyed by this Deed to the Grantee, or any portion thereof, will at the option of the Grantor revert to the Government in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by Grantor or his successor in function, unless within said sixty (60) days such default or violation will have been cured and all such terms, reservations, restrictions and conditions will have been met, observed, or complied with, or if such cure cannot be reasonably accomplished within 60 days, Grantee within 60 days commences the cure and diligently prosecutes it to completion, in which event said reversion will not occur and title, right of possession, and all other rights conveyed hereby, except such, if any, as will have previously reverted, will remain vested in the Grantee.
- l. If the construction of any of the foregoing terms, reservations, restrictions and conditions recited herein as provisions or the application of the same as provisions in any particular instance is held invalid, the particular term, reservation, restriction or condition in question will be construed instead merely as conditions upon the breach of which the Grantor may exercise its option to cause the title, interest, right of possession, and all other rights

conveyed to the Grantee, or any portion thereof, to revert to it, and the application of such term, reservation, restrictions or condition as provision in any other instance and the construction of the remainder of such terms, reservations, restrictions and conditions as provisions will not be affected thereby.

- m. The Grantee will remain at all times a State, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Trust Territory of the Pacific Islands, the Commonwealth of the Northern Mariana Islands, or any political subdivision, municipality, or instrumentality thereof.
- n. The Grantee will comply at all times with all applicable provisions of law.
- o. The Grantee will not modify, amend or otherwise change its approved Port Facility Redevelopment Plan (PFRP) without the prior written consent of Grantor and will implement the PFRP as approved by the Grantor.
- p. The Grantee agrees that in the event, the Grantor exercises its option to revert all right, title, and interest in and to any portion of the Property to the General Services Administration, or Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee will provide protection to, and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the General Services Administration. Such protection and maintenance will, at a minimum, conform to the standards prescribed in 41 CFR Part 101-47.4913 in effect as of the date of the conveyance.
- q. Grantor expressly reserves from this conveyance all mineral rights including, but not limited to, oil, gas and coal. The listing of these minerals does not limit the kinds of minerals subject to the reservation.
- r. Intentionally Omitted.
- s. Based upon coordination between the Department of the Navy and the Federal Aviation Administration (FAA), as recommended in House Report Number 95-1053, titled FAA Determination of No Hazard for Structures Near Airports, it has been determined that the only public airports within six nautical miles of the Property are the Torrance Municipal Airport and Long Beach Municipal Airport. FAA has been appraised of the proposed disposal of the Property, and that the Government's conveyance document will contain a provision that the Grantee, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, must prohibit any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77, Objects

Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1958, as amended.

- t. The Grantee agrees to maintain, indemnify and hold harmless the Grantor and the Government from any and all claims, demands, costs or judgements for damages to persons or property that may arise from the use of the Property by the Grantee, guests, employees, lessees.
- u. The Grantor on written request from the Grantee may grant release from any of the terms, reservations, restrictions and conditions contained in the deed, or the Grantor may release the Grantee from any terms, restrictions, reservations or conditions if the Grantor determines that the Property so conveyed no longer serves the purpose for which it was conveyed.
- v. The Grantor will make reforms, corrections or amendments to such deed if necessary to correct it or to conform it to the requirement of applicable law.

w. Miscellaneous Clauses

- i. The covenants, conditions and restrictions made and accepted herein by Grantee will be for the benefit of and enforceable by the covenantees, the United States of America and the California Department of Toxic Substances Control (hereinafter the "Department"), will run with the land, and will be binding on the Grantee, its successors and assigns.
- ii. Pursuant to California Civil Code Section 1471(c), Grantor and the Department have determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.
- iii. Following acquisition of the Property in 1940, and prior to its closure in 1997, Grantor utilized two parcels consisting of approximately 14.3 acres and 1.2 acres respectively as landfills. Materials placed in the landfills included those materials described in Exhibit 1 attached hereto, and located within portions of the Property described in Exhibit 2, attached hereto.
 - 1. In connection with its Record of Decision/Remedial Action Plan dated April 29, 1999, titled Record of Decision for Installation Restoration Sites 3, 4, 5, and 6A Naval Station Long Beach, Long Beach, California, Grantor selected, and the Department approved, remedial actions for the Property, which included

institutional controls. Such remedial actions are more fully described in Exhibit 3, titled Institutional Control Monitoring Plan for Installation Restoration Program Sites 3, 4, 5 and 6A Located at the Former Naval Station Long Beach ("Institutional Control Monitoring Plan"), which terms are incorporated by reference as if set forth at length. The remedial actions include a requirement for the imposition of land use restrictions on the Property to protect public health and the environment and restrictions required to maintain and protect the physical components of the selected remedy. Further, the Grantee will comply with the reporting requirement of paragraph 3.0 of the Institutional Control Monitoring Plan.

- iv. Consistent with the remedial actions described above, the following institutional controls are agreed to be a restrictive covenant running with the land: The Property will not be used for any purpose other than industrial and commercial uses which are consistent with the California Coastal Act and the certified Port Master Plan for the Port of Los Angeles. Regardless of the provisions of the Act and the Plan, no building or structure on the Property will be used for the purpose of serving as any of the following:
 - (a) A residence.
 - (b) A hospital for humans.
 - (c) A school for persons less than 21 years of age.
 - (d) A day care center for children.
 - (e) Any permanently occupied human habitation other than those used for industrial purposes.

- v. In addition to the restrictions on the use of the Property set forth above, Grantee will not conduct any of the following activities:
 - (a) Any activity that will adversely impact on the physical integrity, continued operation and maintenance, and access to the remedy components, including, but not limited to, monitoring wells.
 - (b) Remove any fencing, signs and markers, installed as part of the remedy.
 - (c) Construct any improvement or perform any operation which may interfere with ongoing monitoring or assessment work being conducted by or for Federal, state or local regulatory agencies, unless specifically approved by the appropriate lead agency.
 - (d) Remove and dispose of contaminated soil or groundwater unless conducted in accordance with all applicable Federal, state and local regulations governing removal, transport and disposal.
 - (e) Drill or excavate into the subsurface and expose

groundwater with the shallow or principal aquifer unless Grantor, the Department, the United States Environmental Protection Agency and the Los Angeles Regional Water Quality Control Board determine that there will be no adverse effect on the remedy and approve the drilling or excavation.

- (f) Extract groundwater from the shallow or principal aquifer for drinking, irrigation or commercial purposes without the prior approval of Grantor, the Department, the United States Environmental Protection Agency and the Los Angeles Regional Water Quality Control Board.
 - (g) Inject fluids that may affect groundwater/plume flow direction without the prior approval of Grantor, the Department, the United States Environmental Protection Agency and the Los Angeles Regional Water Quality Control Board.
- vi. Prior to the sale or lease of the Property, or any portion thereof, Grantee will give the buyer or lessee notice that hazardous substances are located beneath the Property and will incorporate the restrictions set forth in this paragraph 9.w.iv. and 9.w.v. in any deed or lease. Removal of those restrictions will require the concurrence of the Department.
 - vii. Grantee will provide notice to both Grantor and the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, deeds of trust, liens, and other non-possessory encumbrances). Neither Grantor nor the Department will have authority to approve, disapprove, or otherwise affect a proposed conveyance, by reason of this deed.
 - viii. Grantor warrants for the benefit of Grantee, its successors and assigns, that all remedial action necessary to protect human health and the environment with respect to any hazardous substance stored, released or disposed of on the Property has been taken before the date of this deed.
 - ix. Grantor covenants for the benefit of Grantee, its successors and assigns, that any additional remedial action found to be necessary after the date of this deed will be conducted by the United States; provided, however, that the foregoing covenant will not apply with respect to any release caused by Grantee or its successors or assigns.
 - x. In connection with Grantor's covenants made in paragraph 9.w.ix, Grantee agrees on behalf of itself, its successors and assigns, as a

covenant running with the land, that the United States of America, the United States Environmental Protection Agency, the California Department of Toxic Substances Control the Regional Water Quality Control Board, their officers, agents, employees, contractors and subcontractors will have the right upon reasonable notice to Grantee, to enter upon the Property in any case in which a remedial or corrective action is found to be necessary at such Property after the date of this deed, or such access is necessary to carry out a remedial action or corrective action on adjoining property. Neither Grantee, nor its successors and assigns, will have any claim on account of such entries against the United States, The California Department of Toxic Substances Control the Regional Water Quality Control Board or any of their officers, agents, employees, contractors or subcontractors.

- xi. The right to enter described in paragraph 9.w.x. will include the right to conduct tests, investigations and surveys, including, where necessary, drilling, testpitting, boring and other similar activities. Such right will also include the right to construct, operate, maintain or undertake any other remedial or corrective action as required or necessary including, but not limited to, monitoring wells, pumping wells and treatment facilities and the operation thereof. Any such entry, including such activities, remedial or corrective actions, will be coordinated with the Grantee or its successors and assigns, and will be performed in a manner which minimizes (a) any damage to any structures on the Property and, (b) any disruption or disturbance of the use and enjoyment of the Property.
- xii. In connection with Grantor's remedial action described in paragraph 9.w.ix., Grantee agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health and safety plan in effect during the course of any such action.
- xiii. Whenever this deed makes reference to a particular department or agency of the State of California or the United States of America, that reference will be understood to include successor departments and agencies.

10. FURTHER, by the acceptance of this Deed or any rights hereunder, the Grantee, also assumes the obligation of, agrees to abide by, and this conveyance is made subject to, the following terms, reservations, restrictions and conditions set forth in 10.a. through 10.d., inclusive:

- a. The Grantor, for its successors and assigns, hereby expressly reserves a perpetual and assignable non-exclusive twenty (20) foot easement for two

active eighteen-inch Navy-owned fuel pipelines that traverse the Property, as shown on Exhibits 4 and 5, attached hereto and made a part hereof for the benefit of the United States of America, by and through the Department of the Navy. It is understood that the Government is the easement holder. The easement will permit the ingress and egress, installation, operation, maintenance, replacement, removal, repair, on, in, across, over, above, or under existing roadways and utility lines that are or may be located on the Property, or portions thereof, as of the effective date of this Deed.

- b. To the extent the aforementioned fuel pipeline easement is abandoned after the date of this conveyance by the Grantor (easement holder), any rights under said easement shall automatically terminate. Upon abandonment, Grantor (easement holder) shall quitclaim to the Grantee all easement rights granted to the Grantor.

In the event the easement is terminated by quitclaim deed or abandonment, the pipelines shall be abandoned in place. Mere nonuse of the pipeline shall not constitute abandonment. All abandoned pipelines shall conform to all applicable state, federal and local laws of abandonment, including the disconnection, purging and sealing of abandoned pipelines left in place. Any pipeline that transverses Site 6A may be removed in lieu of abandonment. However, removed pipelines shall conform to all applicable state, federal and local laws related to pipeline removal. The Grantor (easement holder) shall notify the Grantee of abandonment or removal within 90-days of abandonment or removal.

- c. If at any future time, the Grantee determines that the easement or any portion thereof unduly interferes with any of its activities, the Grantee shall convey to the Grantor (easement holder), without charge, a substitute easement permitting the Grantor (easement holder) to relocate the pipeline, or portion thereof, at the Grantee's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date, if any. Any substitute or replacing easement shall be recorded with the County of Los Angeles.
- d. The Grantor (easement holder) may assign or otherwise transfer its easement to a third party at any time, by providing written notice to Grantee no less than 30 days prior to the transfer.

11. NOTICES. Except as otherwise provided herein, any notice, demand, request, consent, approval, or communication that a party desires or is required to give to the other parties shall be in writing and either served personally or sent by first class mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Addresses for purpose of giving notice are as follows:

IF TO GRANTOR, United States of America, ACTING BY AND THROUGH THE Secretary of Transportation, as delegated to the Maritime Administrator:

Director, Office of Deepwater Port Licensing and Port Conveyance
U.S. Department of Transportation, Maritime Administration
1200 New Jersey Avenue, SE (MAR-530)
Washington, DC 20590

IF TO THE GRANTEE, the City of Los Angeles, acting by and through its Board of Harbor Commissioners:

Port of Los Angeles
425 South Palos Verdes Street
San Pedro, California 90731
Attn: Executive Director

With copies to:

Los Angeles City Attorney's Office
425 South Palos Verdes Street
San Pedro, California 90731

and to:

Real Estate Division
P.O. Box 151
San Pedro, CA 90733-0151

or, to such other address as a party from time to time shall designate by written notice to the other party. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service. A recipient cannot defeat delivery by refusing to accept the notice, and notice is deemed delivered if refused. The names and addresses set forth herein may only be changed by written notice, return receipt requested.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this to be executed on the 5th day of December, 2020.

UNITED STATES OF AMERICA
SECRETARY OF TRANSPORTATION
By Order of the MARITIME ADMINISTRATOR.



Gabriel Chavez
Acting Secretary, Maritime Administration

CITY OF WASHINGTON)

DISTRICT OF COLUMBIA)

I, the undersigned, a Notary Public in and for the District of Columbia, do hereby certify that Gabriel Chavez, officially known to me as Acting Secretary, Maritime Administration, U.S. Department of Transportation, United States of America, personally appeared before me in said District, and executed as Grantor the foregoing Quitclaim Deed, and acknowledged the same to be his/her free act and deed in such official capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this first 5th day of December, 2020.



Roxana Fabiola Brown
NOTARY PUBLIC



My Commission expires: 11/30/

District of Columbia

Signed and sworn to (or affirmed) before me
on 12/5/2020 by Roxana Fabiola Brown

Signature of Notarial Officer

Roxana Fabiola Brown - Notary Public, Washington, DC

My commission expires November 30, 2024

ACCEPTANCE

The City of Los Angeles, acting by and through the Board of Harbor Commissioners does hereby accept this and by such acceptance agrees to all of the terms and covenants, conditions and restrictions thereof.

Executed this _____ day of _____, 2021.

The CITY OF LOS ANGELES, by its Board of Harbor Commissioners, as Grantee

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2021 *6/10/21*
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
HEATHER McCLOSKEY, Deputy

EXHIBITS

- Exhibit 1:** *Notice of Hazardous Substances Stored/Disposed/Released*
- Exhibit 2:** *Legal Description of Los Angeles City Lands Lying Westerly of U.S. Navy Mole, prepared by Homer E. Lowe, dated May 26, 1997; Parcel 1 Legal Description of U.S. Navy Lands From Long Beach City Boundary to A Point 2,130 Feet Westerly With Water Tank Exclusion, prepared by Homer E. Lowe, dated September 22, 1994; and Parcel 2 Legal Description of U.S. Navy Lands Water Tank Exclusion Parcel, prepared by Homer E. Lowe, dated September 22, 1994*
- Exhibit 3:** *Institutional Control Monitoring Plan for Installation Restoration Program Sites 3, 4, 5 and 6A located at the Former Naval Station Long Beach*
- Exhibit 4:** *Legal Description for Navy Fuel Pipeline Easement, prepared by Jerry R. Sain, Jr., dated December 20, 2019*
- Exhibit 5:** *Plat to Accompany Legal Description for Parcel No. 6A and Navy Mole Parcel, Prepared by Jerry Sain, Jr., dated December 2019*

EXHIBIT 1

40 C.F.R. Section 373.3(b) NOTICE OF HAZARDOUS SUBSTANCES STORED/DISPOSED/RELEASED

Notice is hereby given that the information provided below contains a notice of hazardous substances that are known to have been stored for one year or more, or known to have been released, or disposed of on certain portions of the Property, and the dates that such storage, release, or disposal took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or 'Superfund') 42 U.S.C. section 9620(h).

Substance Name	Location	CASRN	Regulatory Synonym	RCRA Waste No.	Quantity	Date(s) of Storage, Release and/or Disposal
Dichloromethane	IR Site 4	75092	Methane, dichloro-... Methylene chloride...	U080	Unknown	Unknown
Tetrachloroethylene	IR Sites 4 and 6A	127184	Ethene, tetrachloro... Perchloroethylene... Tetrachloroethene...	U210	Unknown	Unknown
Trichloroethylene	IR Sites 4 and 6A	79016	Ethene, trichloro... Trichloroethene...	U228	Unknown	Unknown
1,2-Dichloroethene	IR Site 4	Unknown	Unknown	Unknown	Unknown	Unknown
Vinyl chloride	IR Sites 4 and 6A	75014	Ethene, chloro-...	U043	Unknown	Unknown
Arsenic	IR Sites 4 and 6A	7440382	.....	.....	Unknown	Unknown
Barium	IR Site 6A	7440-39-3	Unknown	Unknown	Unknown	Unknown
Chromium	IR Sites 4 and 6A	7440473	.....	.....	Unknown	Unknown
Cobalt	IR Sites 4 and 6A	Unknown	Unknown	Unknown	Unknown	Unknown
Copper	IR Sites 4 and 6A	7440508	.....	.....	Unknown	Unknown
Lead	IR Sites 4 and 6A	7439921	.....	.....	Unknown	Unknown
Antimony	IR Site 4	7440360	.....	.....	Unknown	Unknown
Manganese	IR Site 4	15339363	.....	P196	Unknown	Unknown

Substance Name	Location	CASRN	Regulatory Synonym	RCRA Waste No.	Quantity	Date(s) of Storage, Release and/or Disposal
Nickel	IR Site 4 and 6A	7440020	.....	.....	Unknown	Unknown
Selenium	IR Site 6A	7782492	.....	.....	Unknown	Unknown
Vanadium	IR Sites 4 and 6A	Unknown	Unknown	Unknown	Unknown	Unknown
Zinc	IR Site 6A	7440666	.....	.....	Unknown	Unknown
Benzo[a]anthracene	IR Site 6A	56553	Benzo[a]anthracene.... 1,2-Benzanthracene	U018	Unknown	Unknown
Benzo[a]pyrene	IR Site 6A	50328	3,4-Benzopyrene....	U022	Unknown	Unknown
Dibenzo[a,h]anthracene	IR Site 6A	53703	Dibenzo[a,h]anthracene; 2:5,6-Dibenzanthracene....	U063	Unknown	Unknown
Beryllium	IR Site 4	7440417	Beryllium powder	P015	Unknown	Unknown
Carbon disulfide	IR Site 4	75150	.....	P022	Unknown	Unknown
Thallium	IR Site 4	7440280	.....	.....	Unknown	Unknown
Benzene	IR Site 6A	71432	.....	U019	Unknown	Unknown
Polynuclear aromatic hydrocarbons	IR Site 6A	NA	.....	.....	Unknown	Unknown
Polychlorinated biphenyl	IR Site 6A	1336363	PCBs.... Aroclors....	.....	Unknown	Unknown
Molybdenum	IR Site 6A	7439-98-7	Molybdate	Unknown	Unknown	Unknown
Chloroform	IR Sites 4 and 6A	67663	Methane, Trichloro....	U044	Unknown	Unknown
1,2-Dichlorobenzene	IR Site 6A	95501	Benzene, 1,2-dichloro- o- Dichlorobenzene	U070	Unknown	Unknown
1,4-Dichlorobenzene	IR Site 6A	106467	Benzene, 1,4-dichloro-.... p-Dichlorobenzene	U072	Unknown	Unknown
Dichlorobromomethane	IR Site 4	75274	.....	.....	Unknown	Unknown
Bromodichloromethane	IR Site 4	Unknown	Unknown	Unknown	Unknown	Unknown
Carbon tetrachloride	IR Site 4	56235	Methane, tetrachloro....	U211	Unknown	Unknown
Aluminum	IR Site 4	Unknown	Unknown	Unknown	Unknown	Unknown
Bromoform	IR Site 4	75252	Methane, bromo-....	U225	Unknown	Unknown
1,1,2,2-Tetrachloroethane	IR Site 4	79345	Ethane, 1,1,2,2-tetrachloro-....	U209	Unknown	Unknown
Aroclor 1260	IR Site 6A	11096825	Aroclors.... PCBs....	.....	Unknown	Unknown
Pentachlorophenol	IR Site 6A	87865	Polychlorinated biphenyls.... Pheno1, pentachloro-....	U242	Unknown	Unknown
Benzo[b]fluoranthene	IR Site 6A	205992	.....	.....	Unknown	Unknown

Substance Name	Location	CASRN	Regulatory Synonym	RCRA Waste No.	Quantity	Date(s) of Storage, Release and/or Disposal
Perchloroethene	IR Site 4 and 6A	Unknown	Unknown	Unknown	Unknown	Unknown
Aroclor 1254	IR Site 6A	11097691	Aroclors PCBs Polychlorinated Biphenyls ....	.....	Unknown	Unknown

^a CASRN - Chemical Abstracts Services Registry Number

^b RCRA - Resource Conservation and Recovery Act

^c IR - Installation Restoration

May 21, 1997

EXHIBIT 2

DESCRIPTION OF LOS ANGELES
CITY LANDS LYING
WESTERLY OF US NAVY MOLE

That portion of those certain tidelands and submerged lands of the Pacific Ocean, in the City of Los Angeles, County of Los Angeles, State of California, southerly of and contiguous to East San Pedro, as per Map recorded in Book 52, page 13 to 18 inclusive of Miscellaneous Records in the office of the County Recorder of said County, lying westerly of the following described line:

Commencing at the northwesterly corner of Block 10 said East San Pedro, the westerly line of said Block 10 is the common City boundary of the Cities of Los Angeles and Long Beach, established as a common boundary on June 15, 1918 by City of Los Angeles Ordinance No. 38269, New Series, and shown on Record of Survey filed in Book 51, pages 1 to 21 inclusive, of Record of Surveys, in the office of said County Recorder as having a bearing of North $19^{\circ}16'25''$ West, said boundary shall have a bearing of North $19^{\circ}18'07''$ West for purposes of this description; thence South $19^{\circ}18'07''$ East 298.47 feet to that certain centerline monument shown on Los Angeles City Survey No. 12377 indexed as A-19268 in the office of the City Engineer of said City as Seaside Avenue 100 feet wide; thence South $19^{\circ}18'12''$ East to a point on the southerly line of Seaside Avenue as shown on said Record of Survey as Seaside Boulevard, 100 feet wide, a distance of 52.87 feet, said point is the TRUE POINT OF BEGINNING; thence South

19°18'12" East 1,144.41 feet to Point "A"; thence South 19°18'12" East 14,293.20 feet to a lead and tack monument in the Middle Breakwater set by the City of Long Beach Harbor Department in 1961 and referenced in said Los Angeles City Engineer's Survey No. 12377 as the Point of Ending of said common City boundary.

Excepting therefrom that portion lying northerly of a line described as follows:

Beginning at hereinbefore described Point "A"; thence South 76°02'31" West 464.59 feet; thence South 68°47'40" West 119.04 feet; thence South 57°04'45" West 408.16 feet.

Los Angeles Harbor Department
Engineering Division

Written By: Homer E. Lowe

Date: May 26, 1997



Expires 9-30-97

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September 22, 1994

**PARCEL 1
LEGAL DESCRIPTION OF
US NAVY LANDS FROM
LONG BEACH CITY BOUNDARY
TO A POINT 2,130 FEET WESTERLY
WITH WATER TANK EXCLUSION**

All of Blocks 7, 8, and 9 of East San Pedro, in the City of Los Angeles, County of Los Angeles, State of California as per map recorded in Book 32 pages 13 to 18, inclusive of Miscellaneous Records in the Office of the County Recorder of said County together with those certain alleys shown on said map in said blocks, and 13th Street, 15th Street, 16th Street, and 17th Street, title to said streets and alleys having merged pursuant to a Declaration of Taking filed in Civil Action 2078-H in the United States District Court, Central Division, Southern District of California on February 23, 1942;

Also,

the easterly 51.09 feet of Tract No. 1617 including that certain alley, 15 feet wide, as shown on map of said tract recorded in Book 20, page 109 of Maps in the office of said County Recorder, title to said alley having merged pursuant to said Civil Action 2078-H;

Also,

The southerly one-half of Ocean Avenue South shown as Railroad Avenue 40 feet wide on said map of East San Pedro, extending easterly from the northerly prolongation of the westerly line of the easterly 51.09 feet of said Tract No. 1617, to the northerly prolongation of the westerly line of Block 10 of said East San Pedro

(Containing 653,470 square feet or 15 Acres.)

Excepting therefrom, that portion of Block 8 of East San Pedro, per map recorded in Book 52, pages 13 to 18 inclusive, of Miscellaneous Records in the Office of the County Recorder, of Los Angeles County, State of California, more particularly described as follows:

Commencing at the Northwesterly corner of Block 10 said East San Pedro; thence westerly along the northerly line of Block 9, said East San Pedro a distance of 494.18 feet to a point on the easterly line of a variable width railroad easement shown on map attached to Reciprocal Lease Agreement between the United States of America and the City of Los Angeles effective September 22, 1979, said northerly line has a bearing of North 70°43'35" East as shown on Record of Survey recorded in Book 32 pages 1 through 21 in the office of said County Recorder, and shall have a bearing of

South $70^{\circ}41'38''$ West for purposes of this description; thence South $64^{\circ}08'08''$ West along said easterly line of said railroad easement a distance of 151.89 feet to the beginning of a curve concave easterly and having a radius of 490.00 feet; thence southerly along said curve through a central angle of $48^{\circ}48'28''$ an arc distance of 359.45 feet to a point on said curve, said point is the True Point of Beginning; thence southerly along said curve through a central angle of $16^{\circ}54'31''$ an arc distance of 132.80 feet to a point on a second curve concave southerly and having a radius of 2,364.65 feet, said point being on the southerly line of said Block 8; thence easterly along said last-mentioned curve through a central angle of $2^{\circ}01'07''$ an arc distance of 192.13 feet to a radial line to said curve that bears North $20^{\circ}42'39''$ West from the center of said curve; thence North $19^{\circ}38'31''$ West 108.04 feet; thence South $70^{\circ}21'29''$ West 136.69 feet to the True Point of Beginning.

The area of the exception contains 18,006 sq. ft. more or less. The net area of Parcel 1 contains 635,464 square feet or 14.6 acres.



EXP 9-30-97

September 22, 1994

PARCEL 2
LEGAL DESCRIPTION OF
US NAVY LANDS
WATER TANK EXCLUSION PARCEL

That portion of Block 8 of East San Pedro, per map recorded in Book 51, pages 13 to 18 inclusive, of Miscellaneous Records in the Office of the County Recorder, of Los Angeles county, State of California, more particularly described as follows:

Commencing at the Northwesterly corner of Block 10 said East San Pedro; thence westerly along the northerly line of Block 9, said East San Pedro a distance of 494.18 feet to a point on the easterly line of a variable width railroad easement shown on map attached to Reciprocal Lease Agreement between the United States of America and the City of Los Angeles effective September 22, 1979, said northerly line has a bearing of North $70^{\circ}43'35''$ East as shown on Record of Survey recorded in Book 51 pages 1 through 21 in the office of said County Recorder, and shall have a bearing of South $70^{\circ}43'35''$ West for purposes of this description; thence South $64^{\circ}09'00''$ West along said easterly line of said railroad easement a distance of 151.59 feet to the beginning of a curve concave easterly and having a radius of 450.00 feet; thence southerly along said curve through a central angle of $45^{\circ}45'58''$ an arc distance of 389.45 feet to a point on said curve, said point is the True Point of Beginning; thence southerly along said curve through a central angle of $16^{\circ}54'31''$ an arc distance of 132.80 feet to a point on a second curve concave southerly and having a radius of 5,364.65 feet, said point being on the southerly line of said Block 8; thence easterly along said last-mentioned curve through a central angle of $2^{\circ}03'07''$ an arc distance of 192.13 feet to a radial line to said curve that bears North $20^{\circ}43'59''$ West from the center of said curve; thence North $19^{\circ}38'31''$ West 108.04 feet; thence South $70^{\circ}21'29''$ West 126.69 feet to the True Point of Beginning.

Containing 18,006 sq.ft., more or less.



Exp. 9-30-97

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EXHIBIT 3

Institutional Control Monitoring Plan for Installation Restoration Program Sites 3, 4, 5 and 6A located at the Former Naval Station Long Beach

1.0 Introduction

As the responsible party for the *Record of Decision for Installation Restoration Sites 3, 4, 5 and 6A at the former Naval Station Long Beach [April 29, 1999]*, the DoN will be the lead Federal agency involved with oversight of the institutional controls (ICs). The California Department of Toxic Substances Control (DTSC) is the lead state agency for oversight of the ICs. The California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) provides input and support to DTSC with regard to ground water and surface water protection. For the purposes of this document, DoN is represented by Commander, Southwest Division Naval Facilities Engineering Command; DTSC is represented by Southern California Operations, Office of Military Facilities, and the California Regional Water Quality Control Board is represented by the Los Angeles Region.

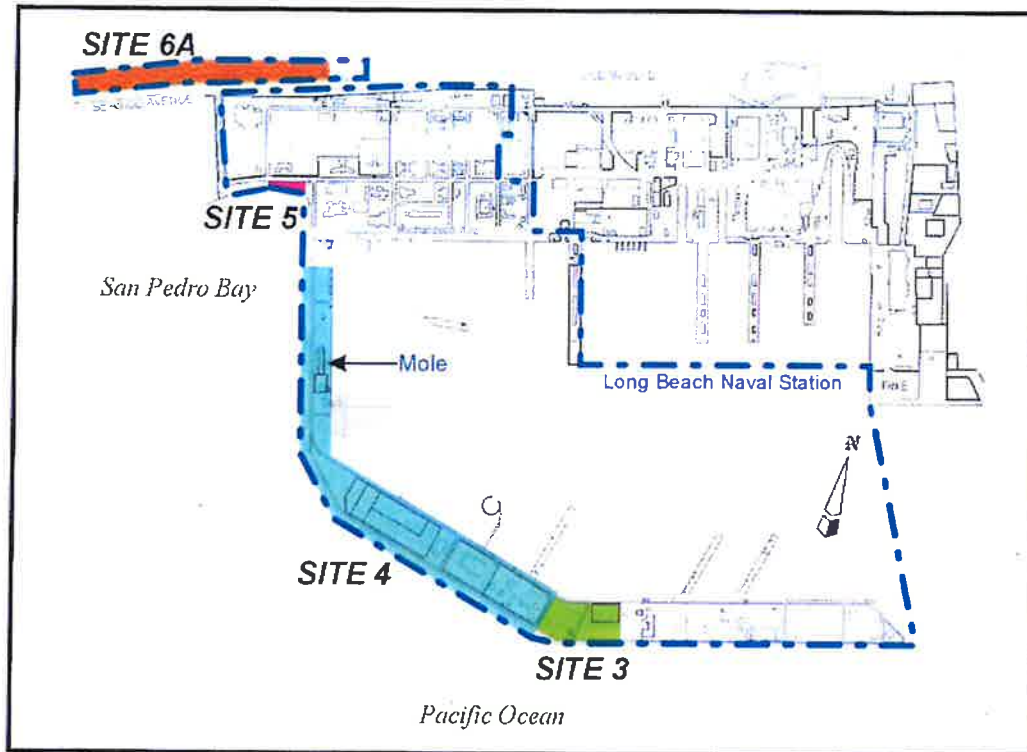
The Record of Decision for these sites identified ICs and long-term groundwater monitoring as the remedy. Long-term groundwater monitoring is addressed in the *Final Groundwater Monitoring Work Plan, Naval Station Long Beach [11 November 1996]*.

2.0 Background

Sites 3, 4, 5 and 6A are located at the former Naval Station Long Beach (Figure 1). Site 3, Industrial Waste Disposal Pits; Site 4, Mole Extension Operations; and Site 5, Skeet Range Solid Waste Fill Area are located on the Mole Pier. Site 6A is located on the upland property of the former Station. Sites 3, 4, 5 and 6A cover an area of approximately 8, 50, 1, and 16 acres, respectively.

The primary functions of the ICs are: to prevent changes in future land use that may increase exposure to risks at the sites, and to ensure that activities at the site do not increase exposure to risks at the sites. The ICs specified in the ROD are consistent with the planned future use. The

Figure 1: Sites 3-6A at the Former Naval Station Long Beach



following ICs will be incorporated as restrictive covenants running with the land in the deeds transferring the parcels associated with Sites 3-6A.

- (a) Residential use shall be prohibited.
- (b) Site operations shall be restricted to industrial/commercial uses consistent with the California Coastal Act and the Certified Port Master Plan for Los Angeles and Long Beach Harbor Districts.
- (c) Industrial use shall not include child-care centers, playgrounds, or other areas frequented by children.
- (d) Removal and disposal of contaminated soil or groundwater shall be conducted in accordance with all applicable Federal, State, and local regulations governing removal, transport, and disposal.
- (e) Construction and/or operations on the property shall not interfere with ongoing monitoring or assessment work being conducted by or for Federal, State, or local regulatory agencies, unless specifically approved by the appropriate lead agency.

Additionally, access to the sites by the DoN and regulatory agencies will be guaranteed through the use of a restrictive covenant.

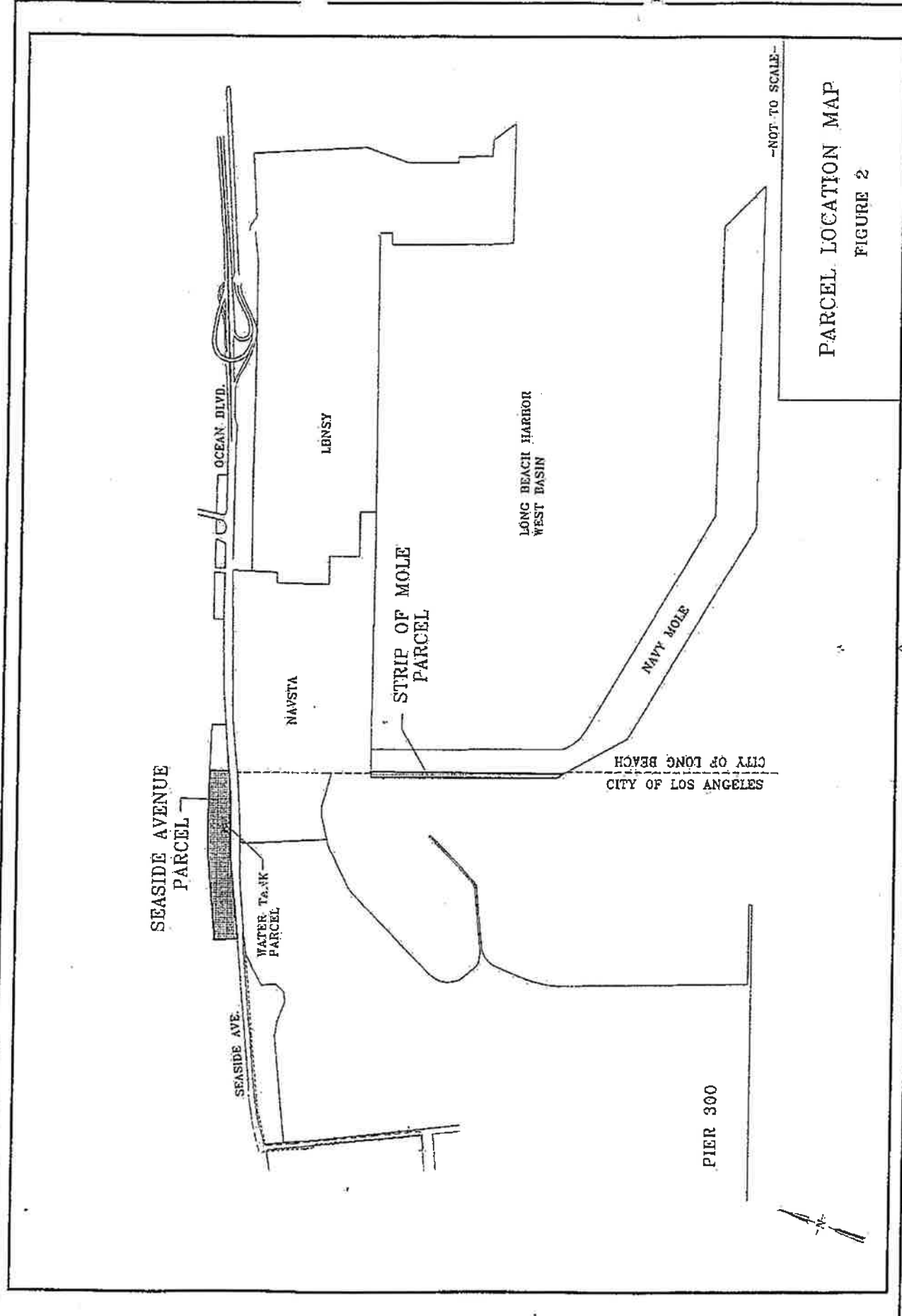
3.0 Annual Inspections and Annual Inspection Reports

The future landowner(s) will perform an annual site walk and review of the current land use and document the findings in an Annual Inspection Letter Report (Annual Report). The Annual Report will include a statement describing the land use during that period (October 1 to September 30) and certify the landowner's compliance with the ICs. The future landowner(s) shall submit the Annual Report to the DoN, with copies to DTSC and LARWQCB by October 15. The first Annual Report is scheduled for submittal on October 15, 2000. In accordance with DoN Policy Memorandum 99-02, *Land Use Controls* [May 1999], the deeds will include these obligations as a covenant running with the land.

In the event that any of the sites are used in a manner inconsistent with the ICs during a monitoring period, the landowner must notify the DoN and DTSC in writing within 15 days of knowledge of the occurrence. The DoN, in conjunction with DTSC, will determine a proper course of action to reestablish and maintain compliance.

4.0 Five-Year Review and Five-Year Review Reporting

In accordance with the National Contingency Plan 40 CFR section 300.430(f)(4)(ii), the DoN will review the selected response at five year intervals. The review will be documented in a Five-Year Review Report (Five-Year Report). The Five-Year Report will include: a summary of the remedial action objectives; recommendations for modifications to the IC monitoring program, if any; and a statement on the effectiveness of the ICs. The Five-Year Report will also document recommendations and approvals for terminating IC monitoring activities or conducting additional removal or response actions at the sites that may be required under the Comprehensive Environmental Response Compensation and Liability Act section 120(h)(3)(a)(ii)(II). The Five-Year Report will be submitted to DTSC and the LARWQCB by the DoN 30 days after the future landowner(s) submit the Annual Report to the DoN. The first Five-Year Report is scheduled for submittal on November 15, 2004.



-NOT TO SCALE-

PARCEL LOCATION MAP
FIGURE 2

**LEGAL DESCRIPTION
FOR
NAVY FUEL PIPELINE EASEMENT**

ALL OF THAT PORTION OF LAND WITHIN BLOCKS 6, 7 AND 8 OF EAST SAN PEDRO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP BOOK 52 PAGES 13 THROUGH 18 INCLUSIVE, OF MISCELLANEOUS RECORDS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS WITHIN 13TH STREET AND 15TH STREET SHOWN ON SAID MAP IN SAID BLOCKS, TITLE TO SAID STREETS HAVING MERGED PURSUANT TO A DECLARATION OF TAKING FILED IN CIVIL ACTION 2078-H IN THE UNITED STATES DISTRICT COURT, CENTRAL DIVISION, SOUTHERN DISTRICT OF CALIFORNIA ON FEBRUARY 23, 1942, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 6A

A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 2-INCH IRON PIPE WITH A TAG STAMPED "LS 5878" MARKING AN ANGLE POINT IN THE CITY BOUNDARY LINE BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF LONG BEACH PER RECORD OF SURVEY FILED IN BOOK 158, PAGES 72 THROUGH 82 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; THENCE ALONG SAID CITY BOUNDARY LINE SOUTH 19°06'51" EAST, 1333.47 FEET TO A POINT HEREINAFTER REFERED TO AS **POINT "S"**; THENCE LEAVING SAID CITY BOUNDARY LINE, SOUTH 70°53'09" WEST, 7.14 FEET TO THE BEGINNING OF A NON-TANGENT 70.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE TO SAID POINT BEARS NORTH 79°54'01" EAST; THENCE ALONG THE ARC OF SAID CURVE NORTHWESTERLY 63.29 FEET THROUGH A CENTRAL ANGLE OF 51°48'25"; THENCE NON-TANGENT TO SAID CURVE NORTH 83°12'51" WEST, 155.01 FEET; THENCE NORTH 76°47'34" WEST, 122.94 FEET; THENCE NORTH 50°05'44" WEST, 505.84 FEET; THENCE NORTH 20°03'17" WEST, 233.35 FEET TO THE BEGINNING OF A TANGENT 45.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE 71.89 FEET THROUGH A CENTRAL ANGLE OF 91°31'44"; THENCE TANGENT TO SAID CURVE SOUTH

68°25'00" WEST, 192.12 FEET TO THE BEGINNING OF A TANGENT 124.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG THE ARC OF SAID CURVE SOUTHWESTERLY 58.87 FEET THROUGH A CENTRAL ANGLE OF 27°12'07"; THENCE TANGENT TO SAID CURVE SOUTH 41°12'52" WEST, 114.55 FEET; THENCE SOUTH 62°35'28" WEST, 27.03 FEET TO A POINT, HEREIN REFERRED TO AS **POINT "A"**; THENCE CONTINUING SOUTH 62°35'28" WEST, 130.24 FEET; THENCE SOUTH 83°56'52" WEST, 138.18 FEET; THENCE NORTH 34°28'11" WEST, 179.98 FEET TO THE **POINT OF BEGINNING**, HEREIN REFERRED TO AS **POINT "B"**, SAID POINT BEING A POINT ON THE SOUTHERLY BOUNDARY LINE OF FORMER U.S. NAVY SITE 6A DESCRIBED AS PARCEL 1 IN QUITCLAIM DEED, RECORDED AS 2000-1624100 O.R. LOS ANGELES COUNTY; THENCE CONTINUING NORTH 34°28'11" WEST 28.39 FEET; THENCE SOUTH 64°38'16" WEST, 819.96 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL 1, HEREIN REFERRED TO AS **POINT "C"**.

THE SIDELINES OF SAID 20.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED AND/OR SHORTENED AT THEIR EASTERLY END SO AS TO TERMINATE IN THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 1 AND SHALL BE LENGTHENED AND/OR SHORTENED AT THEIR WESTERLY END SO AS TO TERMINATE ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL 1.

SAID PARCEL CONTAINS 0.39 ACRES (16,967 SQ. FT.) MORE OR LESS.

AS SHOWN ON EXHIBIT 4, PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PARCEL 6A AND NAVY MOLE PARCEL, SHEET 1 OF 3, DATED NOVEMBER 8, 2018 ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

TOGETHER WITH:

THAT PORTION OF THOSE CERTAIN FILLED LANDS BEING FORMER TIDELANDS AND SUBMERGED LANDS OF THE PACIFIC OCEAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SOUTHERLY OF AND CONTIGUOUS TO EAST SAN PEDRO, AS PER MAP BOOK 52 PAGES 13 THROUGH 18 INCLUSIVE, OF MISCELLANEOUS RECORDS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NAVY MOLE PARCEL

A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 20.00 FEET SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE, SAID LINE ALSO BEING ALONG THE SHARED CITY BOUNDARY LINE BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF LONG BEACH:

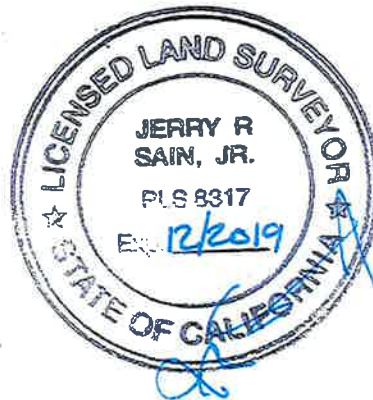
BEGINNING AT THE AFOREMENTIONED **POINT "S"**; THENCE SOUTHEASTERLY ALONG SAID CITY BOUNDARY LINE SOUTH 19°06'51" EAST, 890.00 FEET.

SAID PARCEL CONTAINS 0.41 ACRES (17,800 SQ. FT.) MORE OR LESS.

AS SHOWN ON, EXHIBIT 4, PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PARCEL 6A AND NAVY MOLE PARCEL, SHEET 3 OF 3, DATED NOVEMBER 8, 2018 ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

REVIEWED & ACCEPTED
kk CADASTRAL
DATE 11/29/2018



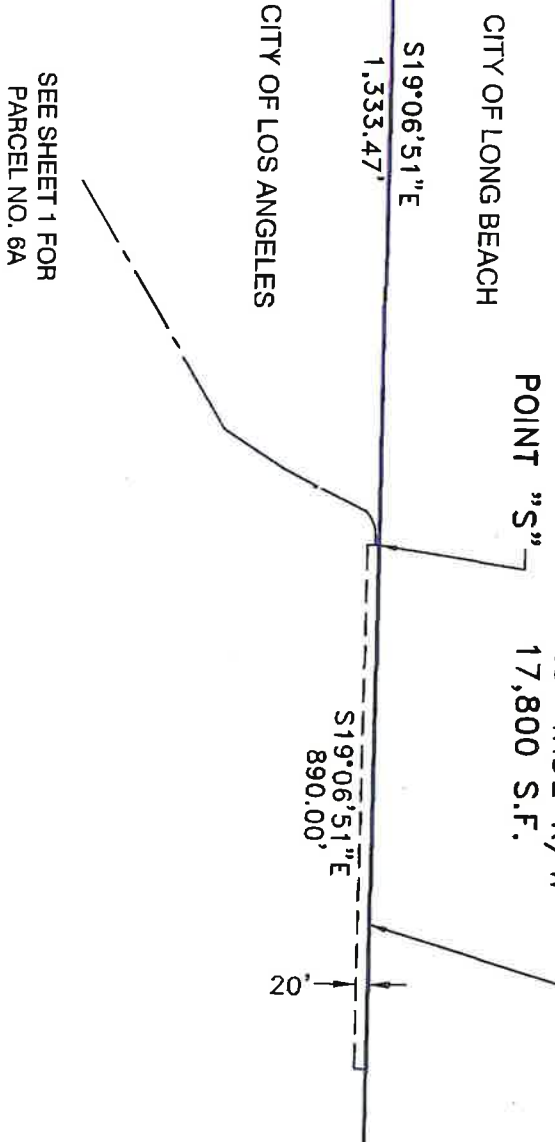
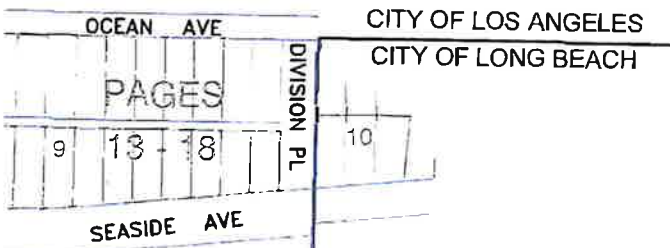
NAVAL FACILITIES ENGINEERING COMMAND
 DEPARTMENT OF THE NAVY
 NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
 ASSET MANAGEMENT
 CADASTRAL
 LOS ANGELES, CALIFORNIA
 PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR
 PARCEL NO. 6A AND NAVY MOLE PARCEL

PRINT DATE: 08 Nov 2018

DRAWN BY: R. NOBLE

Line Table		
Line #	Direction	Length
L1	S70°53'09"W	7.14'
L2	N83°12'51"W	155.01'
L3	N76°47'34"W	122.94'
L4	N50°05'44"W	505.84'
L5	N20°03'17"W	233.35'
L6	S68°25'00"W	192.12'
L7	S41°12'52"W	114.55'
L8	S62°35'28"W	27.03'
L9	S62°35'28"W	130.24'
L10	S83°56'52"W	138.18'
L11	N34°28'11"W	179.98'
L12	N34°28'11"W	28.39'
L13	S64°38'16"W	819.96'
L14	N79°54'01"E	70.00'
L15	N28°05'36"E	70.00'

Curve Table			
Curve #	Delta	Radius	Length
C1	051°48'25"	70.00'	63.29'
C2	091°31'44"	45.00'	71.89'
C3	027°12'07"	124.00'	58.87'



SEE SHEET 1 FOR
PARCEL NO. 6A

NAVY MOLE PARCEL
1"=300'



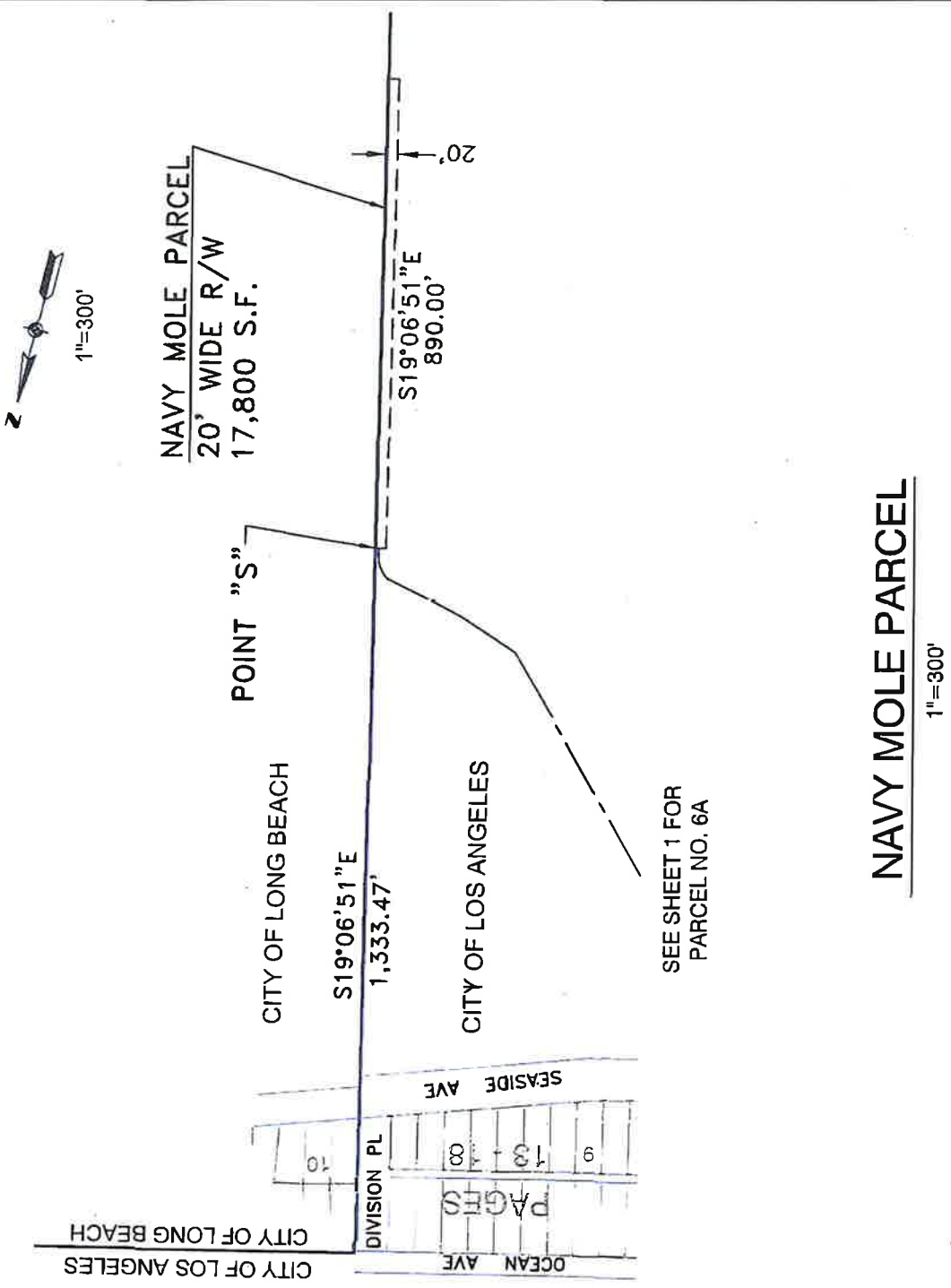
SHEET 3 OF 3	DEPARTMENT OF THE NAVY	NAVAL FACILITIES ENGINEERING COMMAND
	ASSET MANAGEMENT	CADASTRAL
PRINT DATE: 08 NOV 2018	LOS ANGELES, CALIFORNIA	
DRAWN BY: R. NOBLE	PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PARCEL NO. 6A AND NAVY MOLE PARCEL	

EXHIBIT "5"

DEPARTMENT OF THE NAVY
 NAVAL FACILITIES ENGINEERING COMMAND
 NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
 ASSET MANAGEMENT
 CADASTRAL

LOS ANGELES, CALIFORNIA
 PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR
 PARCEL NO. 6A AND NAVY MOLE PARCEL

PRINT DATE: 08 Nov 2018
 DRAWN BY: R. NOBLE
 SHEET 3 OF 3



NAVY MOLE PARCEL