

MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
THE CITY OF LONG BEACH AND  
MARQUEZ PRODUCE INC.

This MEMORANDUM OF AGREEMENT ("MOA") REGARDING JOINT REVOCABLE PERMIT POLA NO. 19-08/POLB NO. \_\_\_\_\_ is entered into effective \_\_\_\_\_, 2019, by and between the City of Los Angeles, a municipal corporation duly organized and existing under its charter and the constitution and laws of the State of California, the City of Long Beach, a municipal corporation duly organized and existing under its charter and the constitution and laws of the State of California (individually, a "City" and together, the "Cities"), by and through their respective Boards of Harbor Commissioners, which jointly own certain real property located in the County of Los Angeles and Marquez Produce Inc., a California corporation, located at 2155 E. 14<sup>th</sup> Street, Los Angeles, California 90021 ("Permittee").

WHEREAS, in a deed dated December 22, 1994 and recorded on December 29, 1994 by the Los Angeles County Recorder as Instrument No. 94-2282144, the Southern Pacific Transportation Company ("SP") conveyed certain property to the Cities, reserving therefrom a non-exclusive roadway easement for vehicular and pedestrian ingress and egress ("Roadway Easement") described in Attachment 1 attached hereto and made a part hereof; and

WHEREAS, by a deed dated January 3, 2006 and recorded on January 6, 2006 by the Los Angeles County Recorder as Instrument No. 06-0034901, the Union Pacific Railway Company ("UP"), successor to the SP, conveyed certain property ("Dominant Estate"), described in Attachment 2 attached hereto and made part hereof, together with UP's rights, title, and interest in and to the Roadway Easement; and

WHEREAS, Permittee is the successor owner of the Dominant Estate; and

WHEREAS, Cities and Permittee have entered into that certain Joint Revocable Permit POLA NO. 19-08/POLB NO. \_\_\_\_\_ ("Permit") executed by the last party thereto on \_\_\_\_\_, 2019; and

WHEREAS, Cities and Permittee desire to file and record this MOA in the real property records of Los Angeles County, California to give notice of the existence of the Permit and certain provisions contained therein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Permit and all of its terms, covenants and conditions to the same extent as if the Permit was fully set forth herein. Certain provisions of the Permit are summarized in Sections 2 and 3 below.

2. Permitted Facilities. Subject to the terms and conditions thereof, the Permit allows the additional use of a portion of the Roadway Easement ("Permit Area") for the following underground utilities to serve the building constructed on the Dominant Estate:

- 12" Storm Drain
- 6" Sanitary Sewer
- 2" Domestic Water
- 8" Fire Water
- 4" Conduit for AT&T (multi-conductor copper pair)
- 4" Conduit empty (for future City of Vernon Fiber-Optic)
- 5" Conduit for City of Vernon electric (three 15kV lines)
- 5" Conduit empty (for unknown future use)

3. Permit Fee. The Permit has an annual fee which is subject to increase annually based on a Consumer Price Index, and at other times at the discretion of the Cities.

4. Effect of Termination of the Permit. In the event of termination of the Permit due to a default or otherwise pursuant to its terms and conditions, the Cities may record a Notice of Termination which shall serve as constructive notice that use of the Cities' property for utilities is not authorized and Cities may demand said utilities be removed from the Permit Area.

5. No Amendment to Permit. This MOA is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Permit in any way.

6. Covenant Running with the Land. So long as the Permit is in effect, it shall be a covenant running with the Dominant Estate and subject to the exceptions and reservations set forth in the Permit. In the event Permittee sells, transfers, conveys, assigns, grants, or otherwise disposes of any or all of its interest in the Dominant Estate, any such sale, transfer, conveyance, assignment, grant, or other disposition shall be expressly subject to the Permit and any instrument of conveyance shall so state.

IN WITNESS WHEREOF, this Memorandum of Agreement has been signed by or on behalf of each of the parties as of the date first above written.

<SIGNATURES ON FOLLOWING PAGES>

“PERMITTEE”

Marquez Produce Inc.,  
a California corporation

August 22, 2019

By: Rafael Marquez  
Name: RAFAEL MARQUEZ  
Title: PRESIDENT

August 22, 2019

By: Bea Marquez  
Name: BEATRIZ MARQUEZ  
Title: CFO

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Los Angeles

On August 22, 19 before me, Claudia Munoz, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Rafael Marquez & Beatriz Marquez  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Claudia Munoz  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Memorandum of Agreement  
Document Date: August 22, 2019 Number of Pages: 7  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

“CITIES”

THE CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Mario Cordero  
Executive Director  
Long Beach Harbor Department

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CHARLES PARKIN, City Attorney

By: \_\_\_\_\_  
David R. Albers, Deputy

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Eugene D. Seroka  
Executive Director  
Los Angeles Harbor Department

Attest:

\_\_\_\_\_

Secretary

Approved as to form and legality this 28<sup>th</sup> day of August, 2019.

MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By: Heather M. McCloskey  
Heather M. McCloskey, Deputy

ATTACHMENT 1

LEGAL DESCRIPTION OF ROADWAY EASEMENT  
RESERVED BY SP

A NONEXCLUSIVE EASEMENT FOR PRIVATE ROADWAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS MORE PARTICULARLY REFERRED TO IN PARAGRAPH "E" OF THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 29, 1994 AS INSTRUMENT NO. 94-2282144 OF OFFICIAL RECORDS, AND REFERRED TO IN THAT CERTAIN GRANT DEED RECORDED JANUARY 6, 2006 AS INSTRUMENT NO. 06-34901.

THAT PORTION OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 13 WEST, S. B. M., IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINES OF ALAMEDA STREET AND TWENTY-FIFTH STREET, AS SAID CENTER LINES AND SAID STREETS ARE SHOWN ON THE MAP OF TRACT NO. 24393, RECORDED IN BOOK 641, PAGES 1, 2, 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 89°11' 30" EAST, ALONG SAID CENTER LINE OF TWENTY-FIFTH STREET, 802.97 FEET; THENCE SOUTH 55°31'00" WEST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTHWESTERLY PROLONGATION OF THAT CERTAIN COURSE HAVING A BEARING AND LENGTH OF NORTH 55°31' EAST 1542.38 FEET IN THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN STRIP OF LAND OF IRREGULAR WIDTH, DESCRIBED IN THE DEED TO THE PACIFIC ELECTRIC RAILWAY COMPANY, RECORDED ON NOVEMBER 21, 1904, IN BOOK 2178, PAGE 72 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER, TO THE TRUE POINT OF BEGINNING IN THE WESTERLY BOUNDARY OF A PARCEL OF LAND WHICH CONTAINS AN AREA OF 7 ACRES, SAID PARCEL OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF SAID TWENTY-FIFTH STREET; BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE 15-FOOT WIDE STRIP OF LAND DESCRIBED IN THAT CERTAIN AGREEMENT RECORDED IN BOOK 3529, PAGE 16 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER; BOUNDED ON THE EAST BY THE WEST LINE OF THE EASTERLY PORTION OF BLOCK "B" OF THE HUNTINGTON INDUSTRIAL TRACT, AS PER MAP RECORDED IN, BOOK 6, PAGE 10 OF SAID MAPS AND BOUNDED ON THE WEST BY A LINE PARALLEL WITH SAID LAST MENTIONED LINE AND DISTANT WESTERLY THEREFROM TO INCLUDE WITHIN SAID BOUNDARIES 7 ACRES; THENCE CONTINUING SOUTH 55°31' 00" WEST TO A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 40.00

FEET, MEASURED AT RIGHT ANGLES FROM SAID WESTERLY BOUNDARY;  
THENCE NORTHERLY ALONG SAID PARALLEL LINE TO SAID SOUTHERLY  
LINE OF TWENTY-FIFTH STREET; THENCE EASTERLY ALONG SAID  
SOUTHERLY LINE, 40.00 FEET TO THE NORTHWEST CORNER OF SAID 7-ACRE  
PARCEL OF LAND; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY  
OF SAID 7-ACRE PARCEL OF LAND TO THE TRUE POINT OF BEGINNING.

Portion of APN 6302-009-917 / 6302-009-920

ATTACHMENT 2

LEGAL DESCRIPTION OF DOMINANT ESTATE

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

A PORTION OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ALAMEDA STREET, WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE WEST PORTION OF BLOCK "B" OF THE HUNTINGTON INDUSTRIAL TRACT, AS PER MAP RECORDED IN BOOK 6 PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG ALAMEDA STREET, 637.93 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT "A" OF TRACT NO. 1561, AS PER MAP RECORDED IN BOOK 20 PAGE 80 OF SAID MAP RECORDS; THENCE EASTERLY ALONG SAID TRACT NO. 1561, 1798.33 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST PORTION OF BLOCK "B" ABOVE RECITED; THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE 635.58 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE WEST PORTION OF SAID BLOCK "B"; THENCE WESTERLY ALONG SAID SOUTH LINE AND PROLONGATION THEREOF 1800.90 FEET, MORE OR LESS, TO THE BEGINNING.

**EXCEPTING** THEREFROM THAT PORTION BOUNDED NORTH BY THE SOUTH LINE OF THE 60 FOOT STRIP OF LAND CONVEYED TO THE CITY OF VERNON, FOR TWENTY-FIFTH STREET, BY DEED RECORDED IN BOOK 5813 PAGE 296 OF DEEDS; BOUNDED SOUTH BY THE NORTH LINE OF THE 15 FOOT STRIP OF LAND TO BE USED FOR RAILROAD PURPOSES, DESCRIBED IN AGREEMENT RECORDED IN BOOK 3529 PAGE 16 OF DEEDS; BOUNDED EAST BY THE WEST LINE OF THE EASTERLY PORTION OF BLOCK "B" ABOVE RECITED; AND BOUNDED WEST BY A LINE PARALLEL WITH SAID LAST MENTIONED LINE AND DISTANT WESTERLY THEREFROM TO INCLUDE WITHIN SAID BOUNDARIES 7 ACRES.

**ALSO EXCEPTING** THEREFROM THAT PORTION OF THE NORTHERLY 30 FEET OF SAID PROPERTY INCLUDED IN THE BOUNDARIES OF TWENTY-FIFTH

STREET, LYING EAST OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID 7 ACRE TRACT.

**ALSO EXCEPTING** THEREFROM THAT PORTION OF SAID PROPERTY, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 1561, WITH THE WESTERLY LINE OF BLOCK "B" OF THE HUNTINGTON INDUSTRIAL TRACT; THENCE NORTHERLY ALONG SAID WESTERLY LINE 309 FEET, MORE OR LESS, TO A POINT 1 FOOT SOUTH OF THE SOUTHERLY LINE OF THE 15 FOOT RIGHT OF WAY OF THE SOUTHERN PACIFIC COMPANY, AS DESCRIBED IN DEED RECORDED IN BOOK 3529 PAGE 16 OF DEEDS; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE 1124 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK "B", 309 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID TRACT NO. 1561; THENCE EASTERLY ALONG SAID NORTHERLY LINE 1124 FEET TO BEGINNING.

**ALSO EXCEPT** THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO CONSUMER'S ROCK AND GRAVEL CO., RECORDED ON SEPTEMBER 3, 1920 AS INSTRUMENT NO. 322, IN BOOK 7332 PAGE 77 OF DEEDS, RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF TRACT NO. 1561, AS PER MAP RECORDED IN BOOK 20 PAGE 80 OF MAPS, SAID POINT OF BEGINNING BEING DISTANT WEST ALONG SAID NORTH LINE 1124 FEET, FROM WEST LINE OF BLOCK "B" OF HUNTINGTON INDUSTRIAL TRACT, AS SHOWN ON MAP RECORDED IN BOOK 6 PAGE 10 OF MAPS; THENCE WEST ALONG SAID NORTH LINE OF SAID TRACT NO. 1561, A DISTANCE OF 3.63 FEET, THENCE NORTH ALONG A LINE PARALLEL TO AND DISTANT 1127.63 FEET, WEST FROM AFORESAID WEST LINE OF BLOCK "B" OF HUNTINGTON INDUSTRIAL TRACT, A DISTANCE OF 309 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND DISTANT 1 FOOT SOUTH FROM SOUTH LINE OF THAT CERTAIN 15 FOOT RIGHT OF WAY OF SOUTHERN PACIFIC COMPANY, RECORDED IN BOOK 3529 PAGE 16 OF DEEDS; THENCE EAST ALONG SAID LINE PARALLEL TO AND DISTANT 1 FOOT SOUTH FROM SAID SOUTH LINE OF SAID 15 FOOT RIGHT OF WAY, A DISTANCE OF 3.63 FEET TO A POINT, DISTANT 1124 FEET, WEST FROM SAID WEST LINE OF SAID BLOCK "B" OF THE HUNTINGTON INDUSTRIAL TRACT; THENCE SOUTH ALONG A LINE PARALLEL TO SAID WEST LINE OF SAID BLOCK "B", A DISTANCE OF 309 FEET, MORE OR LESS, TO THE BEGINNING.

**ALSO EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO GAUTIER LAND COMPANY, RECORDED ON FEBRUARY 3, 1938, AS INSTRUMENT NO. 13, IN BOOK 15617 PAGE 39, OFFICIAL RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED THEREIN, AS FOLLOWS:**

BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY LINE OF ALAMEDA STREET, WITH THE SOUTHERLY LINE OF THAT CERTAIN STRIP OF LAND 60 FEET WIDE, CONVEYED TO CITY OF VERNON, FOR TWENTY-FIFTH STREET, BY DEED RECORDED IN BOOK 5813 PAGE 296 OF DEEDS; THENCE NORTH 88° 44' 00" EAST ALONG THE SOUTHERLY LINE OF SAID STRIP OF LAND 615.89 FEET TO A POINT; THENCE SOUTH 55° 04' 00" WEST, A DISTANCE OF 17.82 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 360 FEET (THE TANGENT TO SAID CURVE AT LAST MENTIONED POINT IS LAST DESCRIBED COURSE) A DISTANCE OF 211.53 FEET TO A POINT; THENCE SOUTH 88° 44' 00" WEST TANGENT TO LAST DESCRIBED CURVE AND PARALLEL WITH AND DISTANT SOUTHERLY 70.25 FEET AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID STRIP OF LAND A DISTANCE OF 379.59 FEET A POINT; THENCE NORTH 25° 40' 30" WEST 53 FEET TO A POINT IN EASTERLY LINE OF ALAMEDA STREET; THENCE NORTH 1° 13' 00" WEST, THEREON 22 FEET TO THE POINT OF BEGINNING.

**ALSO EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO AMES HARRIS NEVILLE CO., RECORDED ON JULY 22, 1949 AS INSTRUMENT NO. 124 IN BOOK 30599 PAGE 102, OFFICIAL RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC COMPANY, RECORDED IN BOOK 7137 PAGE 325 OF DEEDS, RECORDS OF SAID COUNTY, WITH THE EASTERLY LINE OF ALAMEDA STREET, EASTERLY ROADWAY 30 FEET WIDE, AS NOW ESTABLISHED; THENCE NORTH 88° 40' 10" EAST, ALONG SAID SOUTHERLY LINE 660.98 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN STRIP OF LAND 3.63 FEET WIDE, DESCRIBED IN THE DEED TO CONSUMERS ROCK AND GRAVEL COMPANY, RECORDED IN BOOK 7332 PAGE 77 OF DEEDS; THENCE ALONG THE WESTERLY LINE OF SAID STRIP OF LAND NORTH 0° 58' 56" WEST 296.93 FEET; THENCE SOUTH 88° 45' 45" WEST 302.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 359.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 32° 48' A DISTANCE OF 205.88 FEET TO THE POINT OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 377 FEET AND PASSING

THROUGH THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 45° 31' 36" AN ARC DISTANCE OF 300 FEET TO THE POINT OF BEGINNING (A RADIAL LINE TO SAID CURVE AT LAST MENTIONED POINT BEARS NORTH 79° 33' 51" WEST).

**ALSO EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF "SUBPARCEL 1B" AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES AND THE CITY OF LONG BEACH RECORDED DECEMBER 29, 1994 AS INSTRUMENT NO. 94-2282144 OF OFFICIAL RECORDS.**

ALSO EXCEPTING AND RESERVING UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, FOREVER, ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS RECORDED JANUARY 6, 2006 AS INSTRUMENT NO. 06-0034901, OF OFFICIAL RECORDS.

APN: 6302-009-039 and 6302-009-040