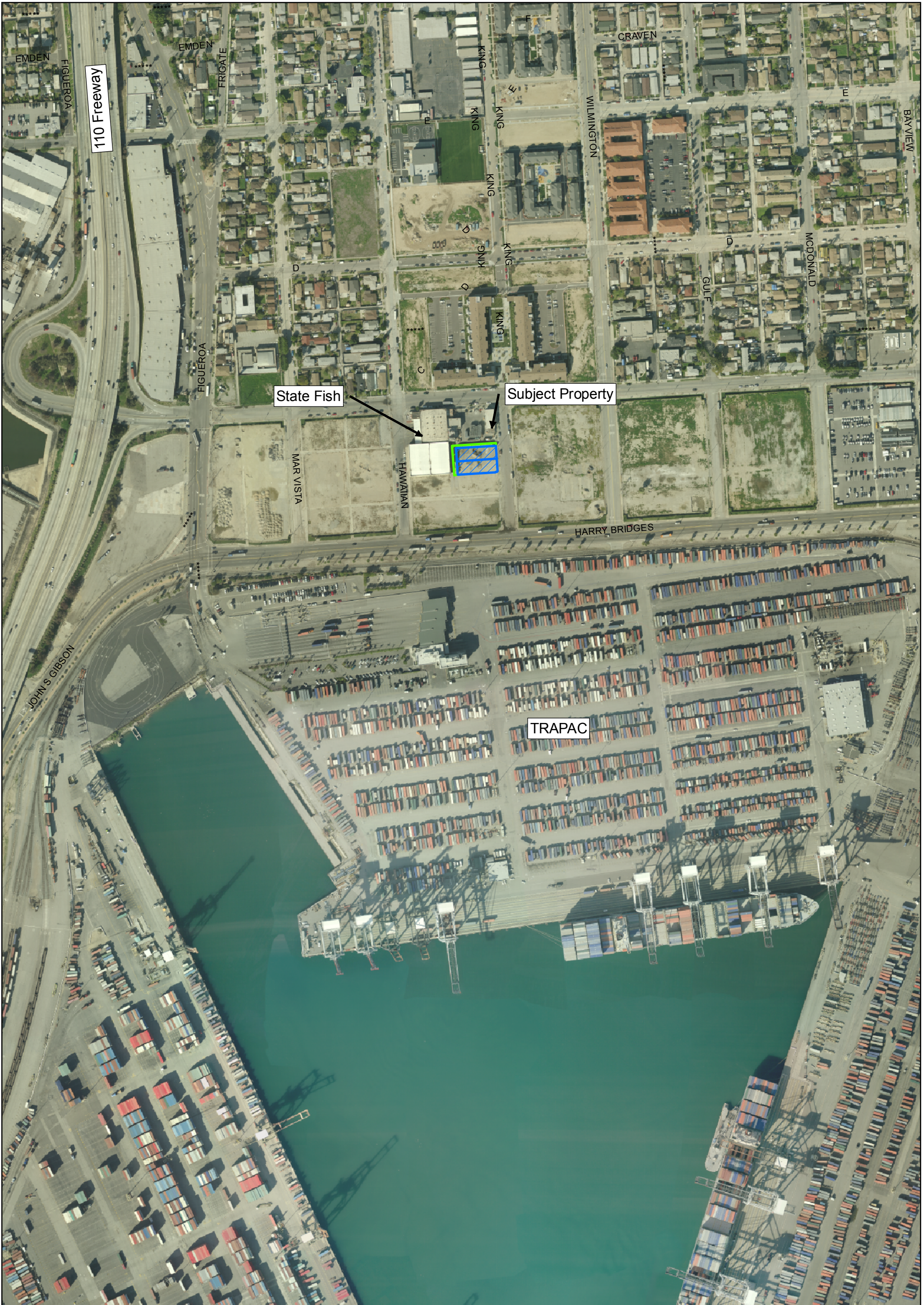


Transmittal No. 1



State Fish

Subject Property

TRAPAC

110 Freeway

FIGUEROA

FRIGATE

EMDEN

MAR VISTA

HAWAIIAN

HARRY BRIDGES

WILMINGTON

CRAVEN

BAYVIEW

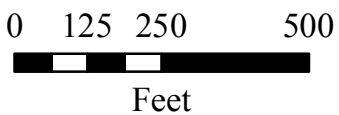
MCDONALD

GULF

JOHN S GIBSON



Sketch for Illustrative Purposes



Harbor Department
Planning & Economic Development
Map Produced 11/2010



D:\...Marisa\statefish2a_v2

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
BETWEEN
THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
AS SELLER
AND
STATE FISH CO., INC.
AS PURCHASER**

PARCEL NUMBER[S]:

Assessor Parcel Number 7417-008-908 (Lots 24 and 25) and

Assessor Parcel Number 7417-008-905 (Lots 26 and 27)

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
LIST OF PARTICULARS

Date of Agreement:

Parcel Number[s]: Assessor Parcel Number 7417-008-908 (Lots 24 and 25) and Assessor Parcel Number 7417-008-905 (Lots 26 and 27)

Seller: City of Los Angeles, a Municipal Corporation

Seller's Address: Attention: Executive Director
425 S. Palos Verdes Street
San Pedro, California 90731

Purchaser: State Fish Co., Inc.
Attention: Janet Esposito
Purchaser's Address: 2194 Signal Place
San Pedro, California 90731

Land: That certain tract of land situated in the County of Los Angeles, State of California, commonly known as 223 N. King Avenue, Wilmington, California 90732 and 233 N. King Avenue Wilmington, California 90732 and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Purchase Price: Three Hundred Fifty-five Thousand Dollars and No/100 Dollars (\$355,000).

Property Address: 223 North King Avenue
Wilmington, California 90732; and

233 North King Avenue
Wilmington, California 90732

Bid Deposit: Ten Thousand Six Hundred Dollars and No/100 Dollars (\$10,600), constituting three percent (3%) of the Purchase Price.

Escrow Agent: First American Title Insurance Company
777 South Figueroa Street, Suite 400
Los Angeles, California 90017
Attention: Barbara Laffer
Escrow Number:

Title Company: First American Title Insurance Company
777 South Figueroa Street, Suite 400
Los Angeles, California 90017
Attention: Jimmy Morada

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of _____, 2010, by and between City of Los Angeles, a municipal corporation, as Seller ("City" or "Seller") acting through its Board of Harbor Commissioners ("Board") and City Council ("Council") and State Fish Co., Inc., a California corporation as Purchaser ("Purchaser") with reference to the following:

RECITALS

A. Capitalized terms not otherwise defined below shall have the meaning provided in the List of Particulars above.

B. City is owner of the Land commonly known as 223 and 233 North King Avenue in Wilmington, in the City of Los Angeles, in the State of California which, with the easements, if any, and appurtenances thereto (as more particularly described below) comprise the Property (as defined below);

C. Subject to the terms of this Agreement, Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser.

NOW, THEREFORE, and in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

A G R E E M E N T

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the following described property (collectively, the "**Property**"):

1.1. **Land.** The Land (as defined in the Particulars).

1.2. **Easements.** All easements, if any, benefiting the Land; and

1.3. **Rights and Appurtenances.** All rights and appurtenances pertaining to the foregoing, including any right, title and any interest of Seller, except street easements, in and to adjacent streets, gores, alleys or rights-of-way. Notwithstanding, the existing street easement in the alley abutting the Land, as depicted in Exhibit A-1, is the subject of ongoing vacation proceedings with the City of Los Angeles, Bureau of Engineering under Case No. E1401042, which is subject to the approval of the Board and/or Council.

2. **Purchase Price.** The Purchase Price for the Property shall be as specified in the List of Particulars, and shall be paid by Purchaser to Seller, in immediately available funds, as follows:

2.1. **Purchase Deposit.** Upon the Effective Date, as provided in Section 9 of this Agreement, Purchaser shall deliver to Escrow Agent the Purchase Deposit to be applied toward the Purchase Price, which shall be endorsed to Escrow Agent. The Purchase Deposit is to be invested by Escrow Agent in a non-interest bearing account, which designates Purchaser as the account holder.

2.2. **Balance at Closing.** The balance of the Purchase Price shall be paid to Seller, in

immediately available funds, prior to the Closing (as defined in Section 6 below).

2.3 **Right of First Refusal Process Concerning Future Sale of Property**

Purchaser agrees that, within three (3) years from the Closing, before Purchaser may sell the Property to a third party, Purchaser shall first offer the Property to the Seller ("ROFR Offer") at the Purchase Price increased by the cumulative change in the Consumer Price Index ("CPI") for the period beginning on the date of the Closing and ending on the date prior to when the ROFR Offer occurs. Seller shall have sixty (60) days from the date it receives the written ROFR Offer to accept said ROFR Offer. If Seller does not accept the ROFR offer within said period, Purchaser shall be free to accept a third-party offer. If Purchaser does not enter into an agreement with the third party on said third-party offer and close the transaction within ninety (90) days from the Purchaser's receipt of such third-party offer, Purchaser's right to sell the Property to the third party shall expire and the procedure described in this Section shall again be applicable.

For purposes of this agreement, CPI shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California area, 1982-84=100 as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor index selected by Seller in its sole reasonable discretion.

This Right of First Refusal Process contained in this Section 2.3 shall survive the Closing and any termination or expiration of this Agreement.

3. **Purchaser's Due Diligence.** Prior to the Effective Date, Purchaser shall have inspected the Property and reviewed the materials concerning the Property provided by the Seller "Diligence Materials," attached hereto as Exhibit B, to the extent Purchaser deems necessary or desirable and represents to Seller that Purchaser is satisfied in all respects with the condition of the Property and the matters contained in the Diligence Materials.

4. **"AS-IS" Nature of Sale.** PURCHASER AND ITS OFFICERS, DIRECTORS, PARENTS, SUBSIDIARIES, CONSULTANTS, ATTORNEYS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND ALL OTHER PERSONS CLAIMING BY, UNDER OR THROUGH THEM OR ON THEIR BEHALF ("PURCHASER'S AFFILIATES") ACKNOWLEDGE AND AGREE THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY WISH TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE

CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY AND (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, BUT WITHOUT LIMITATION, THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY LAW, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OVER HAZARDOUS SUBSTANCES (“HAZARDOUS SUBSTANCES LAW”), “HAZARDOUS SUBSTANCES” MEANS ANY SUBSTANCE, PRODUCT, WASTE OR OTHER MATERIAL OF ANY NATURE WHATSOEVER WHICH IS OR BECOMES IDENTIFIED, LISTED, REGULATED, OR ADDRESSED PURSUANT TO ANY FEDERAL, STATE, OR LOCAL STATUTE, LAW, ORDINANCE, RESOLUTION, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS OR TOXIC SUBSTANCE. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED IN THE DUE DILIGENCE MATERIALS MADE AVAILABLE TO PURCHASER BY SELLER, MAY HAVE BEEN OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED AT ANY TIME BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS” CONDITION AND BASIS WITH ALL FAULTS. PURCHASER AND PURCHASER’S AFFILIATES HEREBY FULLY AND IRREVOCABLY RELEASE SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS THAT IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION, PROCEEDING OR INVESTIGATION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL MATTERS, MATTERS RELATING TO HAZARDOUS SUBSTANCES AND MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER OR PURCHASER’S AFFILIATES IS

PRESENTLY UNAWARE OR WHICH PURCHASER OR PURCHASER'S AFFILIATES DO NOT PRESENTLY SUSPECT TO EXIST IN HIS FAVOR WHICH, IF KNOWN BY PURCHASER, WITHOUT LIMITATION, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE OF SELLER.

PURCHASER OR PURCHASER'S AFFILIATES SPECIFICALLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

5. **Title.**

5.1. **Preliminary Title Report.** Purchaser's Bid was based on its inspection of the Property and its review of the Diligence Materials including the preliminary title report provided by the Title Company (the "**Preliminary Title Report**"). Receipt of the Diligence Materials is hereby acknowledged. Purchaser agrees to accept title to the Property subject to all exceptions and matters affecting title included in the Preliminary Title Report (collectively, the "**Permitted Exceptions**").

5.2. **Title Policy.** A CLTA Owner's Title Insurance Policy in the amount of the Purchase Price, for the protection of Purchaser as a fee owner of the Property, in the form of the Preliminary Title Report, together with Title Company's standard exceptions (the "**CLTA Policy**"), shall be issued to Purchaser by Title Company, or its underwriter, at the Closing. Such policy shall be in the form of the Preliminary Title Report unless Purchaser elects, at least twenty (20) days prior to the Closing, by appropriate escrow instructions to Escrow Agent, to cause Title Company or its underwriter to issue an ALTA Owner's Title Insurance Policy ("**ALTA Policy**") or the CLTA Policy with any endorsements or modifications as may be requested by Purchaser (the "**Modified CLTA Policy**") in place of the CLTA Policy. Purchaser shall not be entitled to an ALTA Policy or Modified CLTA Policy if the issuance thereof would cause any delay in the Closing. If Purchaser elects to obtain an ALTA Policy or Modified CLTA Policy, Purchaser shall pay all costs associated with, and the premium for, said ALTA Policy or Modified CLTA Policy in excess of the costs and premium that would have been incurred for the CLTA Policy. Purchaser shall obtain, at its sole cost, any survey required in connection with any CLTA, Modified CLTA Policy and/or ALTA Policy.

5.3. **No General Title Warranty.** Nothing in this Agreement or in the deed from Seller to Purchaser recorded at the Closing shall be construed as a warranty or representation by Seller concerning Seller's title to the Property, and Seller makes no such warranty or representation. Purchaser is relying solely upon the Preliminary Title Report and Purchaser's own investigations respecting the state of title to the Property.

6. **Closing Through Escrow.** Subject to the provisions of this Agreement, Purchaser and

Seller shall consummate and close the purchase and sale of the Property contemplated by this Agreement on the date which is thirty (30) days after the Effective Date, as provided in Section 9 of this Agreement (the “Closing”). The purchase and sale contemplated by this Agreement shall be consummated through an escrow which Purchaser and Seller shall cause to be established with Escrow Agent contemporaneously with the execution of this Agreement. This Agreement shall be deposited in escrow and shall constitute escrow instructions to Escrow Agent from Purchaser and Seller. Purchaser and Seller agree to execute commercially reasonable standard form escrow instructions to Escrow Agent; provided however, in the event of a conflict between such escrow instructions and this Agreement, the terms of this Agreement shall control.

6.1. **Seller’s Obligations at Closing.** Prior to the Closing, Seller shall deliver to Escrow Agent the following documents (all duly executed and acknowledged by Seller, where required):

6.1.1. **Grant Deed.** Grant Deed in substantially the form attached to this Agreement as Exhibit C, executed by Seller and conveying the Land to Purchaser, subject to no exceptions other than the Permitted Exceptions.

6.1.2. **Foreign Person.** An affidavit of Seller in the form prescribed by Treasury Regulation § 1.1445-2 certifying that Seller is not a “foreign person,” as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

6.1.3. **Closing Costs.** Seller’s closing costs as provided in Section 6.3.

6.2. **Purchaser’s Obligations at Closing.** Prior to Closing, Purchaser shall deliver to Escrow Agent the following (all duly executed and acknowledged by Purchaser, where required):

6.2.1. **Purchase Price.** The Purchase Price in immediately available funds, due credit being given for the Bid Deposit.

6.2.2. **Evidence of Authority.** A copy of the duly adopted resolution of the governing body of Purchaser, certified as true and complete as of Closing, authorizing the execution, delivery and performance by Purchaser of this Agreement and the documents required hereby, and designating one or more persons to execute such documents in Purchaser’s name in connection with this Agreement, together with an incumbency certificate for each person executing documents on behalf of Purchaser with specimen signatures for such persons.

6.2.3. **Purchaser’s Affidavit.** An Affidavit of Purchaser in a form satisfactory to Seller, pursuant to which Purchaser shall swear and depose that Purchaser is not an employee of, related to, or otherwise associated with Seller, the City of Los Angeles, or the other persons or entities specified in such Affidavit.

6.2.4. **Closing Costs.** Purchaser’s closing costs as provided in Section 6.3.

6.3. **Closing Costs.** Seller shall pay the following closing costs: all of Seller’s attorneys’ fees; and one half of the fees and costs due to Escrow Agent for services rendered as escrow agent; and, one-half of any and all recording charges, stamp taxes, filing fees, other sales and transfer fees. Purchaser shall pay the following closing costs: all of Purchaser’s attorneys’ fees and costs; one half of the fees and costs due to Escrow Agent for services rendered as escrow agent; and one-half of any and all recording charges, stamp taxes, filing fees, other sales and

transfer fees; and all costs and charges related to the issuance by the Title Company of an CLTA Policy, ALTA Policy or Modified CLTA Policy and the cost of any survey, if applicable. Purchaser shall, and does hereby, indemnify, defend and hold harmless Seller from any and all sales, use or personal property taxes or assessments to be paid by Purchaser pursuant to this Section 6.3, and such indemnification by Purchaser shall survive the Closing.

6.4. **Delivery of Possession.** Upon the satisfaction by Seller of all of Seller's obligations, as set forth in Section 6.1 hereof, and upon the satisfaction by Purchaser of all of Purchaser's obligations, as set forth in Section 6.2 hereof, and upon the satisfaction of any and all other conditions precedent to this Agreement, if any, Escrow Agent shall distribute to Purchaser and to Seller the items and documents described in Section 6.1 and Section 6.2, respectively, and the purchase and sale transaction contemplated in this Agreement shall be finally consummated.

7. **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any substantial portion thereof, suffers any damage prior to the Closing from fire or other casualty, then Purchaser may either (a) terminate this Agreement by delivering written notice to Seller of such termination within five (5) days after Seller notifies Purchaser of the casualty, or (b) consummate the Closing, in which latter event Seller shall deliver to Purchaser, at Closing, any insurance proceeds actually received by Seller in respect of such casualty or assign to Purchaser, at Closing, all of Seller's right, title and interest in any claim to proceeds of any insurance covering such damage, provided that in no event shall Purchaser be entitled to receive payment or assignment of insurance proceeds in an amount greater than the Purchase Price. If Purchaser fails to timely deliver to Seller written notice of termination of this Agreement as described in (a) above, then Purchaser shall be deemed to have elected to proceed in accordance with (b) above.

7.1. **Condemnation.** If, prior to the Closing, action is initiated or threatened to take the Property, or any substantial part thereof, by eminent domain or condemnation proceedings or by deed in lieu thereof, then Purchaser may either (a) terminate this Agreement by delivering written notice to Seller of such termination within five (5) days after Seller notifies Purchaser of the condemnation, or (b) consummate the Closing, in which latter event Seller shall deliver to Purchaser, at Closing, any proceeds actually received by Seller in respect of such condemnation or assign to Purchaser, at Closing, all of Seller's right, title and interest in the award of the condemning authority, provided that in no event shall Purchaser be entitled to receive payment or assignment of such proceeds in an amount greater than the Purchase Price. If Purchaser fails to timely deliver to Seller written notice of termination of this Agreement as described in (a) above, then Purchaser shall be deemed to have elected to proceed in accordance with (b) above.

7.2. **Determination of Substantial Portion.** For purposes of Section 7 hereof, a "substantial portion" of the Property shall be deemed to include any taking or casualty loss equal to or greater than ten percent (10%) of the Purchase Price, and shall not include any taking or casualty loss of less than such amount. If any taking or casualty loss is less than a "substantial portion" of the Property, then Seller may elect to (a) terminate this Agreement or (b) direct Purchaser to proceed with Closing, in which event Seller shall deliver to Purchaser at the Closing any proceeds actually received by Seller attributable to the Property from such taking or casualty loss, or shall assign to Purchaser at Closing all of Seller's right, title and interest in any claim to such proceeds.

7.3. **Disposition of Bid Deposit.** If Purchaser elects to terminate this Agreement pursuant to Section 7(a) or Section 7.1(a) above, then contemporaneously with such termination, Escrow Agent shall immediately return the Bid Deposit, together with all interest accrued thereon, to Purchaser and, upon Purchaser's receipt thereof, except as may be otherwise expressly provided herein, neither party hereto shall have any further rights against or obligations to the other under this Agreement.

8. **Default and Remedies.**

8.1. **Purchaser Default.** If Purchaser refuses or fails to consummate the purchase of the Property pursuant to this Agreement for any reason other than termination hereof pursuant to a right granted to Purchaser hereunder to do so, or breach by Seller of its agreements hereunder, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder, except as may be otherwise expressly provided herein, and Seller shall retain, as liquidated damages the Bid Deposit, together with all interest earned thereon.

PURCHASER AND SELLER AGREE THAT IF PURCHASER BREACHES ITS DUTIES UNDER THIS AGREEMENT: (A) SELLER'S DAMAGES WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO DETERMINE; AND (B) TAKING INTO ACCOUNT ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE BID DEPOSIT REPRESENTS THE BEST AND MOST REASONABLE ESTIMATE OF SELLER'S DAMAGES AT THE TIME OF THE EXECUTION OF THIS AGREEMENT. CONSEQUENTLY, IN THE EVENT OF PURCHASER'S DEFAULT UNDER THIS AGREEMENT, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT AND TO RETAIN THE BID DEPOSIT PLUS ALL INTEREST EARNED THEREON.

Purchaser's Initials

Seller's Initials

8.2. **Seller Default.** If Seller fails to perform any of its obligations or agreements hereunder either prior to or at Closing, then Purchaser may terminate this Agreement by notifying Seller thereof, at which time the Bid Deposit, together with all interest earned thereon, shall be returned to Purchaser, as Purchaser's sole and exclusive remedy. In no event shall Seller be liable to Purchaser for any other actual, punitive, incidental, speculative or consequential damages, nor shall Purchaser be entitled to bring a claim to enforce specific performance of this Agreement. Purchaser specifically waives any rights it may have under California Civil Code Sections 1580, 3384, 3387 and 3389.

9. **Effective Date.** Subject to the terms and conditions of Section 11.14 of this Agreement, this Agreement shall constitute an offer to purchase the Property on the terms and conditions set forth herein. Such offer may be accepted only by Seller's delivery of five (5) fully executed counterparts of this Agreement to Escrow Agent. The date of receipt by Escrow Agent of five (5) fully executed counterparts of this Agreement shall be the "Effective Date" for the purposes hereof. Notwithstanding Seller's execution of this Agreement as provided herein, this Agreement

shall be subject in all respects to the terms and conditions of Section 11.14 of this Agreement.

10. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller all of the following, as of the date hereof and as of the date of the Closing; and all representations and warranties of Purchaser in this Agreement shall survive the Closing and any termination of this Agreement:

10.1. **Authority.** The execution, delivery and performance of this Agreement by Purchaser have been duly authorized and approved by all requisite action, and no other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order to enable Purchaser to enter into or to comply with the terms of this Agreement.

10.2. **Binding Effect of Documents.** This Agreement and all other documents and certificates executed and delivered by Purchaser in connection with the transactions contemplated by this Agreement constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Purchaser is a party or by which it is bound.

10.3. **No Legal or Tax Advice.** Purchaser is not relying on any legal or tax advice from Seller in connection with the transactions contemplated by this Agreement.

10.4. **Absence of Litigation.** There are no pending, or to the best of Purchaser's knowledge, threatened actions, suits or proceedings before any court, governmental agency, arbitrator or instrumentality affecting Purchaser which, if adversely determined, could affect the legality, validity or enforceability of this Agreement.

10.5. **Purchase As Is.** Purchaser hereby acknowledges that Seller has provided to Purchaser, or has allowed Purchaser to review, and Purchaser has reviewed to the extent Purchaser has deemed necessary, certain data, information, studies and reports contained in Exhibit B with respect to: the physical and environmental condition of the Property; matters affecting title to the Property; and status of vacation proceedings for the alley abutting the Land.

10.6. **Accuracy of Representations and Warranties.** Each of the representations and warranties of Purchaser contained in this Agreement and in any document or certificate delivered in connection herewith (including all information previously furnished by Purchaser to Seller) is at the date hereof and as of the date of the Closing shall be true and correct in all material respects.

11. **Miscellaneous Provisions.**

11.1. **Broker's Commission.** Seller and Purchaser each represent and warrant to the other that neither has employed, retained or consulted any broker, agent or other finder with respect to the Property except as provided for below, and Seller and Purchaser shall each indemnify, defend and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages, including, without limitation, costs and reasonable attorneys' fees incurred in connection with the foregoing, which may be asserted or recovered against the other on account of any brokerage fee, commission or other compensation arising in breach of this representation and warranty.

11.2. **Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing. If not otherwise provided hereunder, all notices, demands or requests to be sent to any party hereto shall be deemed to have been properly given or served by delivering the same personally to each party, by sending the same through a nationally recognized overnight courier service, by facsimile with confirmation of receipt, effective upon receipt provided that the sender immediately delivers the original of such facsimile to the addressee, or by depositing the same in the United States mail, addressed to such party, postage prepaid, and registered or certified with return receipt requested, at the addresses for such parties listed below:

Seller: City of Los Angeles
425 S. Palos Verdes Street,
San Pedro, California 90731
Attention: Executive Director
Telephone: (310) 732-3456
Fax: (310) 831-6936

City of Los Angeles
425 S. Palos Verdes Street,
San Pedro, California 90731
Attention: General Counsel
Telephone: (310) 732-3750
Fax: (310) 831-9778

Purchaser: State Fish Co. Inc.
2194 Signal Place
San Pedro California 90731
Attention: Janet Esposito
Phone: (310) 832-2633
Fax: (310) 831-2402

Escrow Agent: First American Title Insurance Company
777 South Figueroa Street, Suite 400
Los Angeles, California 90017
Attention: Barbara Laffer
Phone (213) 271-1702
Fax: (877) 805-5021

All notices, demands and requests shall be effective when personally delivered to the addressee or received by overnight courier, or upon confirmed receipt of facsimile followed by immediate delivery of the original of the facsimile, or the third day after being deposited in the United States mail in accordance with the foregoing.

11.3. **Time.** Time is of the essence in this Agreement and each and every provision of this Agreement.

11.4. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. Purchaser shall not assign Purchaser's rights under this Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld for any reason in Seller's sole and absolute discretion. Any purported assignment of Purchaser's interest in this Agreement in violation of this provision shall be null and void and shall vest no rights or interests in the purported assignee.

11.5. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one agreement, binding on all parties hereto.

11.6. **Merger of Agreement.** Unless otherwise specified in this Agreement, all the terms and conditions of this Agreement shall not survive the Closing and shall be merged into the Grant Deed from Seller to Purchaser.

11.7. **Severability.** If all or any portion of any of the provisions of this Agreement shall be declared invalid, illegal or unenforceable by laws applicable thereto, then the performance of said offending provision or provisions shall be excused by the parties hereto and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

11.8. **Captions.** The titles or captions of the provisions of this Agreement are merely for convenience of reference and are not representations of matters included or excluded from such provisions.

11.9. **Entire Agreement.** THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE AND AGREE THAT, WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN, (1) THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO AND (2) THIS AGREEMENT, INCLUDING THE DEFINED TERMS AND ALL EXHIBITS AND ADDENDA, IF ANY, ATTACHED HERETO, (a) EMBODIES THE FINAL AND COMPLETE AGREEMENT BETWEEN THE PARTIES, (b) SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS, OFFERS, PROPOSALS, AGREEMENTS, COMMITMENTS, PROMISES, ACTS, CONDUCT, COURSE OF DEALING, REPRESENTATIONS, STATEMENTS, ASSURANCES AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND (c) MAY NOT BE VARIED OR CONTRADICTED BY EVIDENCE OF ANY SUCH PRIOR OR CONTEMPORANEOUS MATTER OR BY EVIDENCE OF ANY SUBSEQUENT ORAL AGREEMENT OF THE PARTIES HERETO.

11.10. **No Modifications Except in Writing.** No modification hereof shall be binding unless set forth in writing and signed by the party or parties to be bound by the modification.

11.11. **Governing Law.** This Agreement shall be governed by and construed in accordance with federal law or, in the absence thereof, by the laws of the State in which the Property, or the most substantial part thereof, is located.

11.12. **Interpretation.** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the parties in reliance upon the economic and legal bargains contained herein. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereunto with respect to this Agreement.

11.13. **Termination.** If a condition to Purchaser's obligations under this Agreement is not met, then Purchaser may terminate this Agreement by written notice given to Seller on or before the Closing, whereupon Escrow Agent shall return the Bid Deposit, together with all interest accrued thereon, to Purchaser without requiring any consent or notice from Seller and, upon Purchaser's receipt thereof, this Agreement shall be null and void and, except as may be otherwise expressly provided herein, ~~neither party hereto shall have any rights against or obligations to the other under this Agreement.~~

11.14. **Agreement Conditioned Upon Approval.** Purchaser acknowledges and agrees that, notwithstanding any provision to the contrary contained in this Agreement, this Agreement, and Seller's obligations hereunder, are expressly subject to and conditioned upon the acceptance and approval of this Agreement by Seller's Board, Council, and any other agency, department, board, committee or person whose approval is required by applicable law, rule, regulation, policy or delegation of authority, as may, from time to time, be enacted, promulgated, issued or executed (the "**Review Authority**"). Unless Seller notifies Purchaser, in writing, in the manner provided for notices in this Agreement, within thirty (30) days after the Effective Date that the Review Authority has approved this Agreement, then this Agreement shall be null and void and the Purchase Deposit, together with all interest accrued thereon, shall be returned to Purchaser, and, except as otherwise expressly provided herein, neither Purchaser nor Seller shall have any further rights or liabilities hereunder.

11.15. **Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either Seller or Purchaser, Seller and Purchaser shall perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing, or if necessary, after the Closing, any and all further acts, deeds and assurances as may, from time to time, be reasonably required to consummate the transactions contemplated in this Agreement.

11.16. **Attorney's Fees and Expenses.** If either party to this Agreement brings suit to enforce this Agreement, then the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, including the reasonable costs of the City Attorney, and other costs incurred by the prevailing party and to receive an award therefor from a court of competent jurisdiction.

11.17. **Parties Represented by Counsel; Construction.** Purchaser hereby represents to Seller that it is represented by legal counsel in connection with this Agreement and the transaction contemplated herein, or has had the opportunity to consult with legal and other counsel of Purchaser's choice with respect to same. Accordingly, any ambiguity in this Agreement shall not be construed for or against either party.

11.18. **Offer to Purchase.** Execution of this Agreement by Purchaser constitutes an offer to buy the Property from Seller on the terms and conditions set forth herein. Under no

circumstances whatsoever, including, without limitation, any oral representations or statements, shall this Agreement be deemed an offer by Seller to sell the Property or be binding upon Seller until approved by Seller's Board, Council and any other Review Authority and executed by a duly authorized officer, employee or representative of Seller.

11.19. **No Third Party Rights**. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement and Joint Escrow Instructions to become effective as of the Effective Date.

SELLER:

City of Los Angeles, a municipal corporation

By: _____

Name: Geraldine Knatz, PhD

Title: Executive Director, Harbor Department

Date: _____, 2010

ATTEST:

By: _____

Name: _

Title: _

Date: _____, 2010

APPROVED AS TO FORM AND LEGALITY:

CARMEN TRUTANICH, City Attorney

By: _____

Estelle M. Braaf, Deputy

Date: _____, 2010

PURCHASER:

STATE FISH CO., a California corporation

By: Vanessa DeLuca

Name: VANESSA DELUCA

Title: PRESIDENT/CEO

Date: NOVEMBER 22, 2010

By: _____

Name: _____

Title: _____

Date: _____

The undersigned, a duly authorized representative of Escrow Agent, hereby accepts this Agreement and agrees to act as Escrow Agent in accordance herewith.

[_____]

By: _____

EFFECTIVE DATE OF AGREEMENT: _____

G:\DOCMARISA K\State Fish\Suplus Sale\PSA\State Fish PSA_FINAL.docx

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

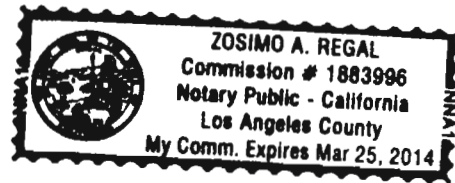
)

COUNTY OF LOS ANGELES)

On NOV. 22, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared VANESSA DE LUCA, PRESIDENT/CEO OF STATE FISH, personally known to me (or proved 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.

WITNESS MY HAND AND OFFICIAL SEAL.

Z. A. Regal
Notary Public in and for said State



NOTARY ACKNOWLEDGMENT

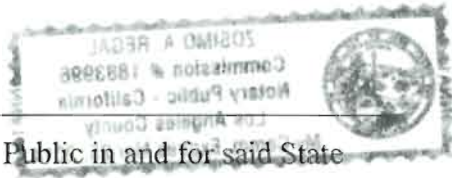
STATE OF _____)

)

COUNTY OF _____)

On _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved 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.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public in and for said State

Exhibit A and A-1

Legal Description and Sketch of Land and Abutting Alley

Parcel Legal Descriptions

Parcel 1- Lots 24 and 25 of Tract 3083, in the City of Los Angeles, County of Los Angeles, State of California, as shown on the map recorded in MB 35, page 63, in the office of the county recorder of said County.

Except all crude oil, petroleum gas, brea, asphaltum, and all kindred substances and other minerals under and in said land, as reserved by Fredrick D. Anderson and Ruth M. Anderson, husband and wife, in deed recorded April 6, 1961 as instrument number 1170.

Parcel 2- Lots 26 and 27 of Tract 3083, in the City of Los Angeles, County of Los Angeles, State of California, as shown on the map recorded in MB 35, page 63, in the office of the county recorder of said County.

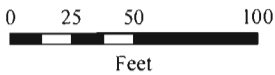
Excepting and reserving all oil, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said land, together with the right to drill into, through, and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances, or minerals from said lands but without, however, the right to use the surface of the land or any portion of said land within 500 feet of the surface for any purposes whatsoever.


Eric Gilbertsen (exp 12/31/11)

Exhibit A-1



Sketch for Illustrative Purposes



Harbor Department
Planning & Economic Development
Map Produced 11/2010



Exhibit B

Diligence Materials

ENVIRONMENTAL ASSESSMENT REPORT



August 27, 2010

Mr. Christopher Patton
Acting Director
Environmental Management Division
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90733

Subject: Addendum to SGI's "Phase I/II Environmental Site Assessment Report, 223 King Avenue and 233 King Avenue, Wilmington, CA" dated June 30, 2010.

Dear Mr. Patton:

As a follow-up to recent discussions with POLA staff, SGI has reviewed the information included in our report referenced above and would like to present the following comments and clarifications:

Methane

The subject properties (223 King Avenue [APN #7417- 008- 908-Lots 24-25] and 233 King Avenue [APN # 7417-008-905-Lots 26-27]) are located within the methane zone defined by the City of Los Angeles. Therefore, any construction or development of the property will require compliance with the City's ordinance (Attachment 1) that describes the requirements for construction with the methane zone. As shown on Table 2 of our report, no measurable concentration of methane was detected from five soil gas probes installed across the subject property, indicating that the potential for methane risk is low. Nevertheless, it is likely that the City may require additional methane sampling or documentation at the time of future redevelopment planning and permitting

Abandoned oil wells

There is significant uncertainty regarding the location of oil wells in the Wilmington area, and SGI recommends caution in any assertion regarding the presence or absence of oil wells within properties in the area.

For the King Avenue properties, information regarding oil wells within or near the property was obtained from GeoSearch, a supplier of environmental records, and from the Department of Oil, Gas and Geothermal Resources (DOGGR) of California. SGI also reviewed information previously collected during the early phases of the Wilmington Waterfront Development site investigation.

The EDR "GeoPlus Oil and Gas" report, which is included in Appendix H of our report, lists three oil wells "0.010" miles west of the subject property. The map supplied by GeoSearch plots the three wells as a single location that appears to be on the subject property (page 5 of the GeoPlus Oil and Gas" report). However, when using the provided longitude and latitude coordinates (see attached annotated photo in Attachment 2) the wells appear to be off-of the subject property, potentially underlying the State King Fish building. This apparent discrepancy supports our recommendation for caution regarding the presence and location of oil wells based on available records.

As stated in our report and attached with this Addendum (see Attachment 3), map 128 from DOGGR shows Well 586 within the subject property (on the 233 King Avenue parcel). DOGGR also provided documentation that the well has been plugged and abandoned. A magnetic survey performed earlier as part of a Wilmington development project for that block discovered an anomaly in that same location. A 30 feet by 40 feet, 10 feet deep exploratory pit was dug but the oil well was not located. The approximate excavation location on 233

1962 Freeman Avenue
Signal Hill, California 90755

Telephone: (562) 597-1055
Facsimile: (562) 597-1070

King Avenue is shown on Attachment 4. DOGGR representatives were present during this investigation, but were unable to provide additional information.

Further complicating the data interpretation, the longitude and latitude coordinates from Geosearch records place Well 586 off the subject property (148 feet east of King Avenue) as shown on Attachment 2. This indicates that information regarding abandoned oil wells often carries a degree of uncertainty.

SGI has contacted DOGGR requested information on the three wells shown west of the property: wells numbers 584, 585, and 1821. Once received, this information will be submitted under separate cover.

Conclusion

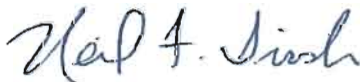
Due to the site location within an established methane zone, the City of Los Angeles methane ordinance will require that the development of the site follow methane testing or mitigation protocols. The requirements for mitigations will be lessened with future methane testing confirming the results of soil vapor testing completed during the performance of the Phase II site assessment.

Regarding oil wells, and based on the above observations, SGI recommends that the property developer seek direction from DOGGR to determine their requirements and to involve DOGGR during property development planning. DOGGR will review development plans in relation to their well location information and can provide further directions with respect to each oil well of concern, if necessary.

If you have any questions regarding this addendum, please call me at (562) 597-1055.

Sincerely,

The Source Group, Inc.



Neil F. Irish
Principal Geologist

cc Mr. Kenneth Ragland, P.G., POLA

Ms. Heloise Froelich, POLA

Mr. Paul Parmentier, SGI

Attachments

Attachment 1: City of Los Angeles Municipal Code, Ordinance 175790

Attachment 2: Abandoned oil wells in the vicinity of subject property –

Attachment 3: Snap shot of DOGGR Map 128- shows oil well 586 on the property

Attachment 4: Approximate excavation location for oil well 586 on 233 King Avenue

ORDINANCE NO. 175790

An ordinance amending Section 91.106.4.1 and Division 71 of Article 1, Chapter IX of the Los Angeles Municipal Code to establish citywide methane mitigation requirements and include more current construction standards to control methane intrusion into buildings.

WHEREAS, there was a fire in the Fairfax Area of the City of Los Angeles in 1985, due to high volume of methane gas seepage through cracks in the concrete floor of a building;

WHEREAS, the City of Los Angeles adopted an Ordinance, (Ord. No. 161,552, Eff. 8-31-86) which required mitigation for methane gas intrusion into buildings located in the Fairfax area of Los Angeles;

WHEREAS, methane gas which percolates from subsurface geological formations to the atmosphere is a natural phenomenon;

WHEREAS, in 1999, large pockets of methane gas in subsurface geological formations were discovered at the Playa Vista project area of West Los Angeles;

WHEREAS, in 2001, new methane mitigating systems were developed and used in the Playa Vista Project;

WHEREAS, in Council File No. 01-1305, the City Council directed the City's Departments of Building and Safety, Engineering, and Planning, as well as, the Chief Legislative Analyst and Office of Administrative and Research Services, to form a work group and recommend uniform safety requirements regarding methane, for all future development throughout the City;

WHEREAS, a study by the work group was conducted regarding areas throughout the City of Los Angeles to identify areas where subsurface methane gas may be found;

WHEREAS, from the information and data provided by the Division of Oil, Gas and Geothermal Resources, Department of Conservation, State of California, City of Los Angeles Department of Environmental Affairs, Department of Building and Safety and the Fire Department a map was plotted by the Department of Public Works to show other areas within the City of Los Angeles, where there exists a possible potential hazard of methane gas;

WHEREAS, modern construction standards were successfully used as methane mitigation systems for many projects in Playa Vista;

WHEREAS, the work group utilized the research and knowledge gained through the development of the Playa Vista methane mitigation systems;

WHEREAS, many of the modern construction standards to mitigate potential hazard of methane gas intrusion into building were incorporated into the Los Angeles Municipal Code as more restrictive provisions than found in the 2001 edition of the California Building Code based on local geological conditions;

NOW, THEREFORE,

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. Exception 6 of Section 91.106.4.1 of the Los Angeles Municipal Code is amended to read:

6. The Department shall have the authority to withhold permits on projects located within a Methane Zone or Methane Buffer Zone established under Sections 91.7101 *et seq.* of this Code. Permits may be issued upon submittal of detailed plans that show adequate protection against flammable gas incursion by providing the installation of suitable methane mitigation systems.

Sec. 2. Division 71 of Article 1, Chapter IX of the Los Angeles Municipal Code is amended to read:

**DIVISION 71
METHANE SEEPAGE REGULATIONS**

SEC. 91.7101. PURPOSE.

This division sets forth the minimum requirements of the City of Los Angeles for control of methane intrusion emanating from geologic formations. The requirements do not regulate flammable vapor that may originate in and propagate from other sources, which include, but are not limited to, ruptured hazardous material transmission lines, underground atmospheric tanks, or similar installations.

SEC. 91.7102. DEFINITIONS.

For the purpose of this division, certain words and phrases are defined as follows:

Alarm System shall mean a group of interacting elements consisting of components and circuits arranged to monitor and annunciate the status of gas concentration levels or supervisory signal-initiating devices and to initiate the appropriate response to those signals.

Buildings with Raised Floor Construction shall mean a building with the bottom of the floor system raised above grade where the clearance for each of the following items shall be at least: 12 inches for the girder, 18 inches for the floor joist and 24 inches for the structural floors.

Cable or Conduit Seal Fitting shall mean an approved fitting provided in a cable or conduit system to prevent the passage of gases, vapors, or flames through electrical cable or conduit.

Design Methane Concentration shall mean the highest concentration of methane gas found during site testing.

Design Methane Pressure shall mean the highest pressure of methane gas found during site testing.

De-watering System shall mean a permanent water removal system, consisting of perforated pipes, gravel, sump pumps and pits, designed to permanently maintain the ground water level one foot below the sub-slab vent system.

Gas Detection System shall mean one or more electrical devices that measure the methane gas concentration and communicate the information to the occupants, building management, central station or alarm company with audible or visual signals.

Gravel Blanket shall mean a layer of gravel, sand, or approved material designed to transmit gas to the vent riser without obstructing the venting system.

Impervious Membrane shall mean a continuous gas barrier made of material approved by the Department and installed beneath a building for the purpose of impeding methane migration to the interior of the building.

Mechanical Extraction System shall mean a system operated by a machine which is designed to remove methane gas from below the impervious membrane through the use of fans, blowers, or other powered devices.

Mechanical Ventilation shall mean a fan, blower or other similar group of interacting elements operated by a machine within the building, which introduce and/or remove air from an enclosed space.

Narrow Building shall mean a building that has a width less than 50 feet, a footprint of less than 50,000 square feet and having a minimum 2-foot wide landscaped area immediately adjacent to the exterior wall for at least 50 percent of the perimeter of the building.

Oil Well shall mean a deep hole or shaft sunk into the earth for the exploration of oil or gas; or which is on lands producing or reasonably presumed to contain oil or gas; or which is drilled for the purpose of injecting fluids or gas for stimulating oil recovery, re-pressurizing or pressure maintenance of oil or gas, or disposing of waste fluids from an oil or gas field.

Perforated Horizontal Pipe shall mean an approved pipe which contains a series of small holes or narrow openings placed equidistant along the length of the approved pipe, which is placed horizontally beneath the foundation of a building, for the purpose of venting accumulated methane gas and preventing the development of elevated gas pressures, or for drainage of ground water to an approved location.

PPMV shall mean Parts per Million by Volume.

Pressure Sensor shall mean a device that measures and communicates surrounding gas pressure to an alarm or control system.

Single Station Gas Detector shall mean a device consisting of electrical components capable of measuring methane gas concentration and initiating an alarm.

Trench Dam shall mean an approved subsurface barrier installed within a furrow or ditch adjacent to the foundation of a building, for the purpose of preventing the migration of methane gas beneath that foundation.

Unobstructed Opening shall mean a permanent clearing or gap in the walls, floors or roof-ceiling assemblies without windows, doors, skylights or other solid barriers that may restrict the flow of air.

Vent Riser shall mean an approved pipe which is placed vertically with joints and fittings connected to Perforated Horizontal Pipes to convey and discharge the gas to the atmosphere.

SEC. 91.7103. GENERAL METHANE MITIGATION REQUIREMENTS.

All new buildings and paved areas located in a Methane Zone or Methane Buffer Zone shall comply with these requirements and the Methane Mitigation Standards established by the Superintendent of Building. The Methane Mitigation Standards provide information describing the installation procedures, design parameters and test protocols for the methane gas mitigation system, which are not set forth in the provisions of this division.

Boundaries of the Methane Zones and Methane Buffer Zones are shown on the "Methane and Methane Buffer Zones Map" designated as Map number A-20960, dated September 21, 2003, which is attached to Council File No. 01-1305.

SEC. 91.7104. GENERAL METHANE REQUIREMENTS.

91.7104.1. Site Testing. Site testing of subsurface geological formations shall be conducted in accordance with the Methane Mitigation Standards. The site testing shall be conducted under the supervision of a licensed Architect or registered Engineer or Geologist and shall be performed by a testing agency approved by the Department.

The licensed Architect, registered Engineer or Geologist shall indicate in a report to the Department, the testing procedure, the testing instruments used to measure the concentration and pressure of the methane gas. The measurements of the concentration and pressure of the methane gas shall be used to determine the Design Methane Concentration and the Design Methane Pressure. The Design Methane Concentration and the Design Methane Pressure shall determine the Site Design Level of Table 71.

EXCEPTION: Site testing is not required for buildings designed to the requirements of Site Design Level V as described in Table 71, or for buildings designed using the exceptions set forth in Sections 91.7104.3.2 or 91.7104.3.3.

91.7104.2. Methane Mitigation Systems. All buildings located in the Methane Zone and Methane Buffer Zone shall provide a methane mitigation system as required by Table 71 based on the appropriate Site Design Level. The Superintendent of Building may approve an equivalent methane mitigation system designed by an Architect, Engineer or Geologist.

Table 71 prescribes the minimum methane mitigation systems, such as, the passive, active and miscellaneous systems, depending on the concentration and pressure of the methane present at the site. Each component of the passive, active and miscellaneous systems shall be constructed of an approved material and shall be installed in accordance with the Methane Mitigation Standards.

91.7104.2.1. Passive System. The passive system is a methane mitigation system installed beneath or near the building. The components of the passive system may consist of a de-watering system, the sub-slab vent system, and impervious membrane. The sub-slab vent system shall consist of Perforated Horizontal Pipes, Vent Risers, and Gravel Blankets for the purpose of collecting and conveying methane from the soil underneath the building to the atmosphere.

91.7104.2.1.1. De-watering System. The de-watering system is used to lower the ground water table to a level more than 12 inches below the bottom of the Perforated Horizontal Pipes. The de-watering system shall conduct ground water to an approved location.

91.7104.2.2. Active System. The components of the active system shall consist of one or more of the following, sub-slab system, gas detection system, mechanical ventilation, alarm system and control panel. All components shall be constructed of an approved material, installed in accordance with the Methane Mitigation Standards.

91.7104.2.3. Miscellaneous System. The components of the miscellaneous system may consist of Trench Dam, Cable or Conduit Seal Fitting, or Additional Vent Risers. The component of the miscellaneous system shall be a material approved by the Department and shall be installed in accordance with the Methane Mitigation Standards.

91.7104.3. Exceptions to Table 71. The provisions of this section are exceptions to the construction requirements of Table 71.

91.7104.3.1. Narrow Buildings. Narrow Buildings may substitute Pressure Sensors below the Impervious Membrane in lieu of the Gas Detection System and Mechanical Ventilation, if the installation of the Pressure Sensors below the Impervious Membrane is not required per Table 71 and the Narrow Building is constructed with a minimum two feet wide landscaped area covering at least 50 percent of the ground immediately adjacent to the exterior building walls.

91.7104.3.2. Buildings with Raised Floor Construction. If a Building with Raised Floor Construction has underfloor ventilation construction in accordance with the standards below, then the utilities shall be installed with Trench Dams and Cable or Conduit Seal Fittings and a four inch thick gravel blanket shall be installed under and around the elevator pits.

Underfloor ventilation shall be provided by an approved mechanical ventilation system capable of exhausting underfloor air an equivalent of every 20 minutes, or by openings in the underfloor area complying with the following:

- A. The top of the openings shall be located not more than 12 inches below the bottom of the floor joists.
- B. The openings shall be distributed approximately equally and located to provide cross ventilation, for example, by locating the opening along the length of at least two opposite sides of the building.
- C. The openings shall be the larger of:
 - 1. Openings of not less than 1.5 square feet for each 25 linear feet or fraction of exterior wall; or
 - 2. Openings shall be equal to 1 percent of underfloor area.
- D. The openings may be covered with corrosion-resistant wire mesh with mesh openings of greater than $\frac{1}{4}$ inch and less than $\frac{1}{2}$ inch in dimension.

91.7104.3.3. Buildings with Natural Ventilation. A building with natural ventilation is a building constructed with the following:

- A. The Unobstructed Openings shall exchange outside air.
- B. The size of the Unobstructed Opening shall be the larger of:
 - 1. Opening equal to at least 25 percent of the total perimeter wall area of the lowest level of the building, or
 - 2. Opening equal to at least 25 percent of the floor area of the lowest level of the building.
- C. The Unobstructed Openings shall be evenly distributed and located within the upper portion of at least two opposite exterior walls of the lowest level of the building.

Buildings with natural ventilation that are constructed as described above, shall have the utilities constructed with Trench Dams and Cable or Conduit Seal Fittings. If there is an enclosed room or space less than 150 square feet within the building, then the enclosed room or space shall be constructed with vent openings that comply with the requirements of Section 91.7104.3.4.

91.7104.3.4. Enclosed Room or Space within Building. Individual enclosed rooms or enclosed spaces with floor area less than 2,000 square feet may be exempt from providing the Active System as required by Table 71, provided the vent openings comply with all of the following:

1. Vent openings are Unobstructed Openings, except screens made with at least ¼ inch mesh or wind driven turbines on the roof shall be permitted.

2. The aggregate size of vent openings shall be the larger of either five percent of the total floor area of the room or the area of enclosed space, or ten percent of the area of walls on the perimeter of the room or enclosed space.

3. The vent openings shall be located to prevent the accumulation of methane gases within the room or enclosed space.

4. The top of the vent opening shall be located not more than 12 inches below roof joists or ceiling joists if located in a wall of a building.

5. The vent openings shall be located on either two opposite walls or two adjacent walls of the room or enclosed space if located in a wall of a building.

6. The vent openings shall be located no more than 50 feet from any point within the room or enclosed space.

7. When using wind driven turbine, the area of the vent opening shall be calculated by the area of the opening at the attachment of the wind driven turbine at the roof.

8. When the vent opening is located in a wall of an adjoining room, then the adjoining room shall be constructed of either an Active System, or have Natural Ventilation as described in Section 91.7104.3.3.

91.7104.3.5. Single Family Dwelling. Single Family Dwellings and buildings accessory to single family dwellings shall comply with all the Methane Mitigation requirements of Table 71, except that the following mitigation system may be substituted:

A. Pressure Sensors below Impervious Membrane may be installed in lieu of Gas Detection System when Pressure Sensors below Impervious Membrane is not required; or

B. Single Station Gas Detectors with battery back-up may be installed in lieu of Alarm System and Gas Detection System; or

C. 6 mil thick Visquene may be used in lieu of Impervious Membrane, when the Site Design Levels are I or II; or

D. Additional Vent Risers or Mechanical Ventilation may be omitted for buildings with width less than 50 feet and footprint less than 6,000 square feet in area; or

E. Vent Risers may be substituted in lieu of Mechanical Extraction System, provided the Vent Risers are designed at a rate twice that established by the Methane Mitigation Standards.

91.7104.3.6. Buildings Located in the Methane Buffer Zone. A building, located entirely or partially in the Methane Buffer Zone, shall be designed to the requirements of the Methane Buffer Zone. Buildings located in the Methane Buffer Zone shall not be required to provide any methane mitigation system, if the Design Methane Pressure is less than or equal to two inches of water pressure and is either of the following:

A. Areas which qualify as Site Design Level I or II; or

B. Areas which qualify as Site Design Level III and the utilities are installed with Trench Dams and Cable or Conduit Seal Fitting.

91.7104.3.7. De-watering System. A De-watering system is not required for either of the following:

A. If during the site testing, the groundwater level is deeper than 10 feet below the Perforated Horizontal Pipes, or

B. If the soil investigation or analysis, as approved by the Department, reveals the groundwater level is more than 12 inches below the bottom of the Perforated Horizontal Pipes.

91.7104.3.8. Buildings Located in the First Phase Playa Vista Project. The First Phase Playa Vista project, as approved by the City on September 21, 1993 and December 8, 1995, shall comply with the methane mitigation program as required by the Department pursuant to the Methane Prevention, Detection and Monitoring Program approved by the Department on January 31, 2001, in lieu of the requirements of this division.

91.7104.4. Paved Areas. Paved areas that are over 5,000 square feet in area and within 15 feet of the exterior wall of a commercial, industrial, institutional or residential building, shall be vented in accordance with the Methane Mitigation Standards.

EXCEPTION: Paved areas located in the Methane Buffer Zone and which qualify for Site Design Levels I, II or III.

SEC. 91.7105. EXISTING BUILDINGS.

Additions, alterations, repairs, changes of use or changes of occupancy to existing buildings shall comply with the methane mitigation requirements of Sections 91.7104.1 and 91.7104.2, when required by Divisions 34, 81 or 82 of this Code.

Approved methane mitigation systems in existing buildings shall be maintained in accordance with Section 91.7106.

SEC. 91.7106. TESTING, MAINTENANCE AND SERVICE OF GAS- DETECTION AND MECHANICAL VENTILATION SYSTEMS.

All gas detection and mechanical ventilation systems shall be maintained and serviced in proper working condition and meet all requirements of the Electrical and Mechanical Code. The testing, maintenance and service procedure for each gas-detection and mechanical ventilation systems shall be performed in accordance with the manufacturer's current written instructions and the following:

A. Fire Department. The manufacturer's instructions shall be approved by the Fire Department. Testing and servicing of each system shall be performed by a person certified by the Fire Department.

B. Notification Placard. A permanent notification placard shall be posted and maintained at the front entrance of a building that is constructed with Impervious Membrane, except in residential buildings. The placard shall indicate the presence of the Impervious Membrane.

SEC. 91.7107. EMERGENCY PROCEDURES.

With the exception of single-family dwellings, all buildings required by this division to have a gas-detection system or sub-slab vent system shall, subject to Fire Department approval, have established emergency procedures that include, but are not limited to, the following:

A. Assignment of a responsible person as safety director to work with the Fire Department in the establishment, implementation and maintenance of an emergency plan.

B. Conspicuous posting of the Fire Department's telephone number in areas designated by the Fire Department.

C. Conspicuous posting of emergency plan procedures approved by the Fire Department.

SEC. 91.7108. APPLICATION OF METHANE SEEPAGE REGULATIONS TO LOCATIONS OR AREAS OUTSIDE THE METHANE ZONE AND METHANE BUFFER ZONE BOUNDARIES.

Upon a determination by the Department of Building and Safety that a hazard may exist from methane intrusion at a geographical location or in an area outside the boundaries established in Section 91.7103 of this Code, the Department of Building and Safety and the Fire Department may enforce any or all of the requirements of Division 71 of this Code as required to preclude potential fire or explosion from methane concentration.

SEC. 91.7109. ADDITIONAL REMEDIAL MEASURES.

91.7109.1. General Remedial Measures. In the event the concentration of methane gas in any building located in a Methane Zone or Methane Buffer Zone reaches or exceeds 25 percent of the minimum concentration of gas that will form an ignitable mixture with air at ambient temperature and pressure, the owner shall hire an engineer to investigate, recommend and implement mitigating measures. These measures shall be subject to approval of this Department and the Fire Department.

91.7109.2. Abandoned Oil Well. Any abandoned oil well encountered during construction shall be evaluated by the Fire Department and may be required to be re-abandoned in accordance with applicable rules and regulations of the Division of Oil, Gas and Geothermal Resources of the State of California. Buildings shall comply with these provisions and the requirements of Section 91.6105 of this Code, whichever is more restrictive.

TABLE 71. MINIMUM METHANE MITIGATION REQUIREMENTS.

Site Design Level		LEVEL I		LEVEL II		LEVEL III		LEVEL IV		LEVEL V	
Design Methane Concentration (ppmv)		0-100		101-1,000		1,001-5,000		5,001-12,500		>12,500	
Design Methane Pressure (inches of water pressure)		≤2	>2	≤2	>2	≤2	>2	≤2	>2	All Pressures	
PASSIVE SYSTEM	De-watering System ¹	X	X	X	X	X	X	X	X	X	
	Sub-Slab Vent System	Perforated Horizontal Pipes	X	X	X	X	X	X	X	X	X
		Gravel Blanket Thickness Under Impervious Membrane	2"	2"	2"	3"	2"	3"	2"	4"	4"
		Gravel Thickness Surrounding Perforated Horizontal Pipes	2"	2"	2"	3"	2"	3"	2"	4"	4"
		Vent Risers	X	X	X	X	X	X	X	X	X
Impervious Membrane	X	X	X	X	X	X	X	X	X		
ACTIVE SYSTEM	Sub-Slab System	Pressure Sensors Below Impervious Membrane							X	X	
		Mechanical Extraction System ²							X	X	
	Lowest Occupied Space System	Gas Detection System ³		X		X	X	X	X	X	X
		Mechanical Ventilation ^{3, 4, 5}		X		X	X	X	X	X	X
		Alarm System		X		X	X	X	X	X	X
Control Panel		X		X	X	X	X	X	X		
MISC. SYSTEM	Trench Dam	X	X	X	X	X	X	X	X	X	
	Conduit or Cable Seal Fitting	X	X	X	X	X	X	X	X	X	
	Additional Vent Risers ⁶									X	

X = Indicates a Required Mitigation Component

¹ See Section 91.7104.3.7 for exception.

² The Mechanical Extraction System shall be capable of providing an equivalent of a complete change of air every 20 minutes of the total volume of the Gravel Blanket.

³ See Section 91.7104.3.1 for Narrow Buildings.

4. The Mechanical Ventilation systems shall be capable of providing an equivalent of one complete change of the lowest occupied space air every 15 minutes.
5. Vent opening complying with Section 91.7104.3.4 may be used in lieu of mechanical ventilation.
6. The total quantity of installed Vent Risers shall be increased to double the rate for the Passive System.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located at the ground level at the Los Angeles Street entrance to the Los Angeles Police Department; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of February 12, 2004.

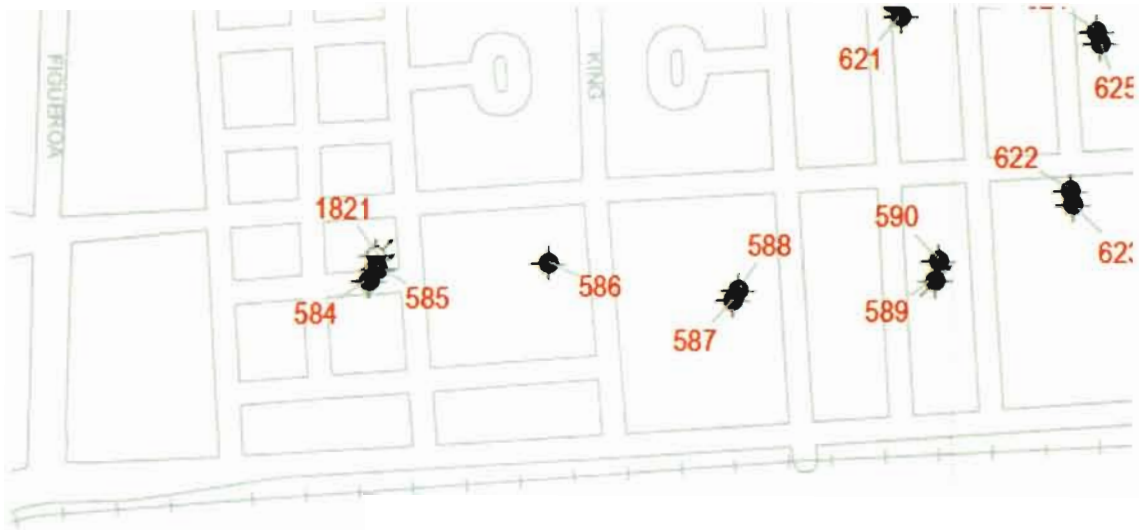
J. MICHAEL CAREY, City Clerk
By Maria Kostrencich, Deputy
Approved February 12, 2004
JAMES K. HAHN, Mayor
Approved as to Form and Legality
January 8, 2004
Rockard J. Delgadillo, City Attorney
By Sharon Siedorf Cardenas
Assistant City Attorney
C.F. 01-1305

EFFECTIVE DATE: 3-29-04

Attachment 2



GoogleEarth Image: Abandoned Oil Well Locations based on DOGGR latitude and longitude information.



“Snap Shot of DOGGR Map 128 “

(Note placement of well WTU-586 on west side of King Avenue)

7417 | 8

SCALE 1" = 80'

2001

TRACT NO. 25881

M.B. 764 - 85 - 86

TRACT NO. 3083

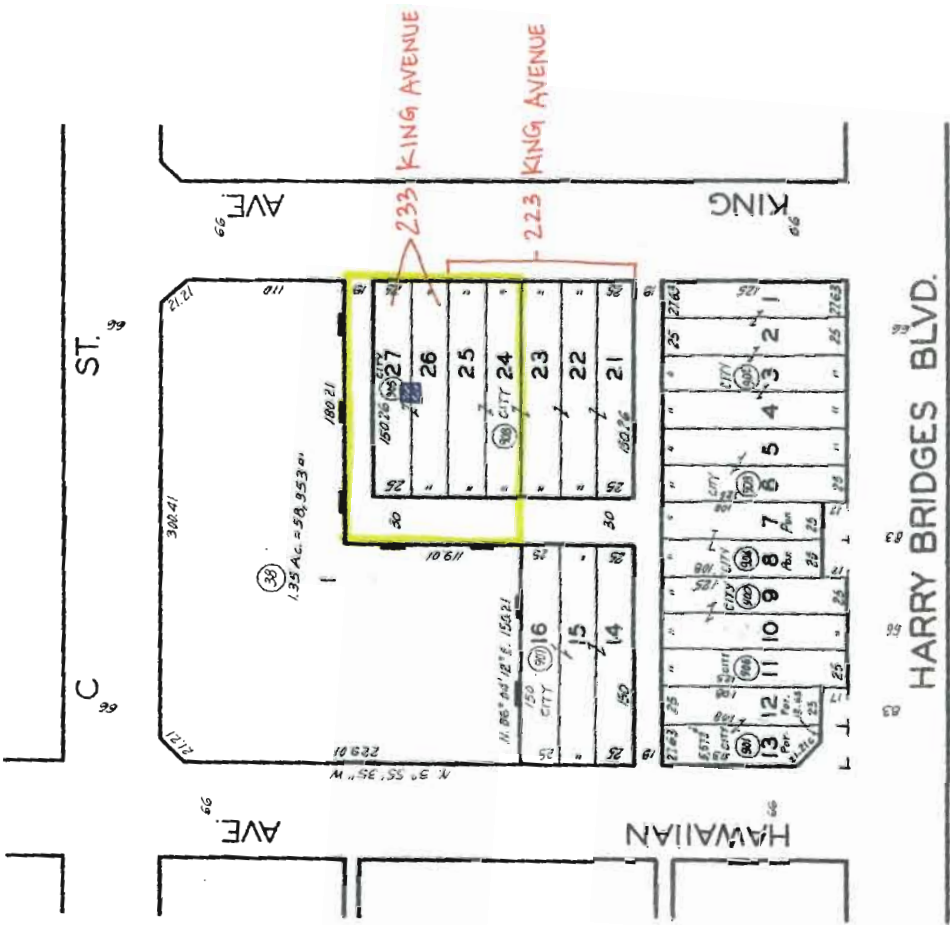
M.B. 35 - 63



CODE 400

FOR PREV. ASSMT. SEE: 042 ~ 50

11-9-64
 11-10-65
 661004
 670303
 701025611
 70621412
 84051402-85
 94051402-85
 960270025003-10
 19990210000001-10
 19990209000001-10
 19990208000001-10
 200002101000001-10



SUBJECT PROPERTY
 APPROXIMATE LOCATION OF
 EXCAVATION PIT FOR OIL
 WELL 586

ATTACHMENT 4

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.



September 9, 2010

Mr. Christopher Patton
Acting Director
Environmental Management Division
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90733

Subject: Addendum 2 to SGI's "Phase I/II Environmental Site Assessment Report, 223 King Avenue and 233 King Avenue, Wilmington, CA" dated June 30, 2010.

Dear Mr. Patton:

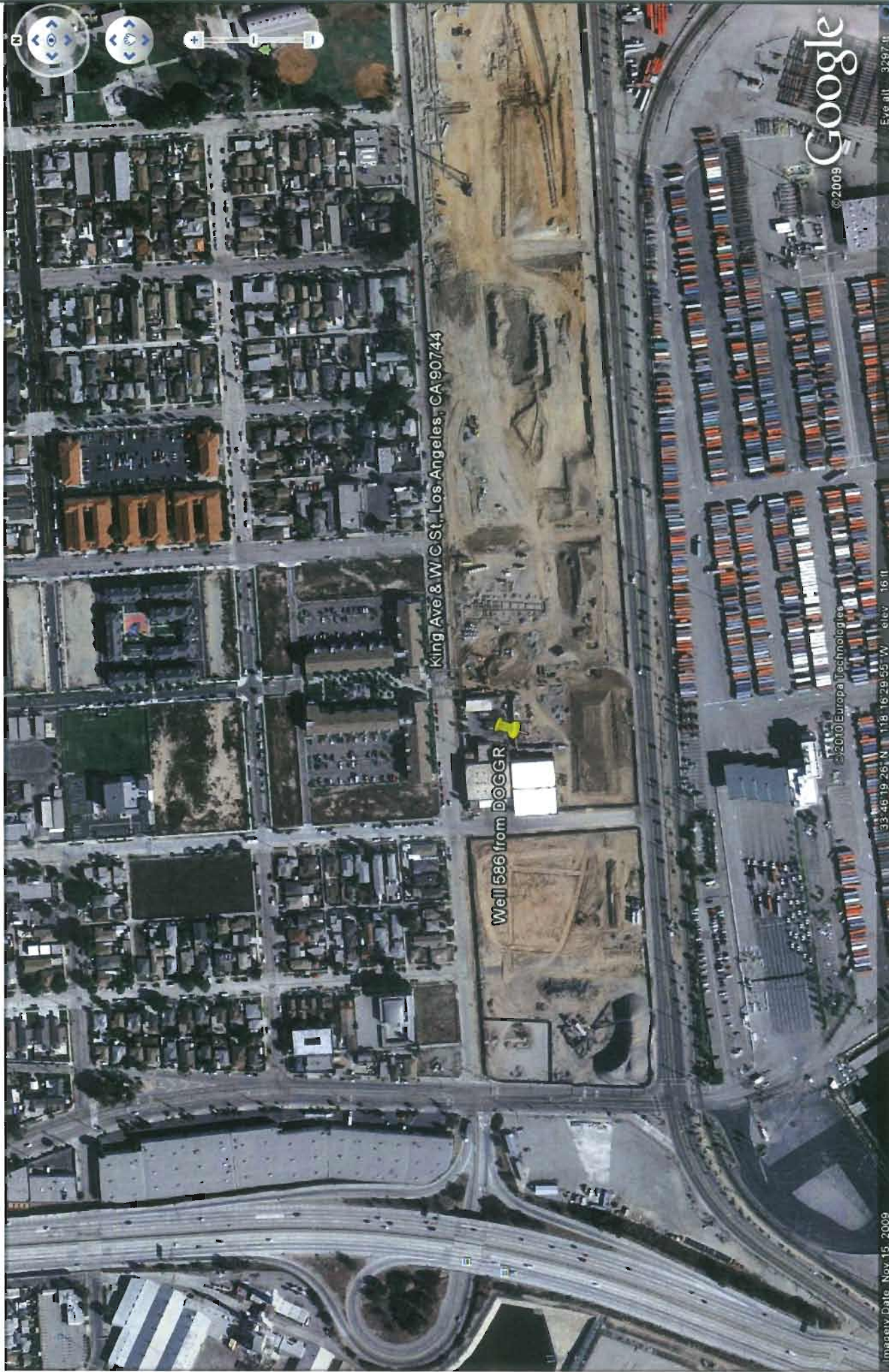
This Addendum is a follow-up to our June 30 and August 27, 2010, Phase I/II Environmental Site Assessment Report and Addendum, respectively, for the properties at 223 King Avenue and 233 King Avenue, Wilmington, CA, and was prepared to further document the uncertainties related to the potential presence of abandoned oil well(s) at the property.

As stated in our earlier Addendum, SGI requested Department of Oil, Gas and Geothermal Resources (DOGGR) to research records on Wilmington Town Unit (WTU) oil wells 584, 585, and 1821. Previously reviewed DOGGR records indicated these wells were located in the vicinity of subject property (223 King Avenue [APN #7417- 008- 908-Lots 24-25] and 233 King Avenue [APN # 7417-008-905-Lots 26-27]). On September 27, 2010, SGI made a second request to DOGGR to conduct a more thorough review of their records on oil well 586, which is of primary concern and may have been installed on the subject property. SGI has reviewed the following additional information from DOGGR:

Abandoned oil well 586

The additional information provided by DOGGR showed that originally proposed location for oil well 586 indicated on the DOGGR's "Notice of Intention to Drill New Well" was to be "193 feet southerly along center line of Wilmington Avenue from center line of C Street, thence 544 feet at right angles westerly." The location was also mentioned on the "Well Summary Report" as "193 feet southerly along center line of King Avenue from center line of C Street and 148 feet westerly at right angles." Based on this information, SGI plotted the approximate location of well 586 as shown on the Google Earth map (Attachment 1A) at the northwestern corner of 233 King Avenue property. Copies of drill notice and well summary report are also included in Attachment 1B. As stated in our Phase I-II Report and the August 27, 2010, addendum, a magnetic survey was performed earlier (2008) as part of a Wilmington development project with an objective of identifying buried structures, including abandoned oil wells and underground pipelines and tanks. During the survey of the subject property, a magnetic anomaly was detected in the general vicinity of the suspected well 586 location. In 2009, under the supervision of a DOGGR, an excavation pit of 30 feet by 40 feet and 10 feet deep was dug in that geophysics-identified target area, but no oil well was located. The on-site DOGGR representative present during this exploratory investigation was unable to provide additional information as to where the actual installation location of well 586 may have been.

Based on the DOGGR records and the excavation performed, uncertainty remains as to the presence and location of abandoned oil well 586.



King Ave & W C St, Los Angeles, CA 90744

Well 586 from DOGGR

Google

©2009

©2010 Europa Technologies

Imagery Date: Nov 15, 2009

33.461926° N 118.162955° W elev 16 ft

Eye alt 3297 ft



ATTACHMENT 1B

FORM 105

037-01541

DIVISION OF OIL AND GAS RECEIVED

SEP 11 1957

STATE OF CALIFORNIA DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL AND GAS Notice of Intention to Drill New Well

This notice and surety bond must be filed before drilling begins

Exxon Corp.

Los Angeles

LOS ANGELES, CALIFORNIA

September 10

1957

DIVISION OF OIL AND GAS

In compliance with Section 3203, Division III, Article 4, Public Resources Code, notice is hereby given that it is our

intention to commence the work of drilling well No. Apex B-15 W14-586 Sec. 6 T. 5 South W10

R. 13 West B. & M., Wilmington Field, Los Angeles County.

Legal description of mineral right lease, consisting of 2.9 plus acres, is as follows: All of Lots 1 to 6 inclusive; (Attach map or plat to scale)

Lots 8, 9, 10 and lots 12 & 13; Also Lots 17 to 31 inclusive and lots 33 to 40 inclusive

Tract 3083 in Wilmington

Do mineral and surface leases coincide? Yes No If answer is no, attach legal description of both surface and mineral leases, and map or plat to scale.

Location of Well 193 feet from base of property along section line and of feet 193' thence beginning center of "C" Street, southerly along center line to King Avenue westerly at right angles to center of well 118 feet to center of well

OR 193' Sly along c/l of Wil from c/l of C St, thence 574.26' at rt. angles. Wly.

Elevation of ground above sea level 15 feet datum.

All depth measurements taken from top of Kelly Bushing which is 10 feet above ground (Derrick Floor, Rotary Table or Kelly Bushing)

PROPOSED CASING PROGRAM

Table with 6 columns: SIZE OF CASING INCHES A.P.I., WEIGHT, GRADE AND TYPE, TOP, BOTTOM, CEMENTING DEPTHS. Rows include 12-3/4", 7", and 5-1/2" casing specifications.

Intended zone or zones of completion: Ranger 3780 - 4000 (Name) (Depth, top and bottom)

Estimated total depth 4005'

cc: Bud Albright, Jr. 323 West "D" St. Wilmington, Calif.

Table with 5 columns: MAP, MAP BOOK, CARDS, BOND, FORMS. Includes handwritten entries like '50 WP 8-12', '50 W14 8-11', 'Blanket', and 'EB EB'.

It is understood that if changes in this plan become necessary we are to notify you before running casing.

Address 523 W. Sixth St. #809

ATLANTIC OIL COMPANY (Name of Operator)

Telephone Number Michigan 8741

By [Signature]

44

Form 100

STATE OF CALIFORNIA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS

DIVISION OF OIL AND GAS
RECEIVED

WELL SUMMARY REPORT

SUBMIT IN DUPLICATE

OCT 2 1957

Operator: Atlantic Oil Company Well No. * Apex * B - 15

Sec. S, T. S S, R. 18 W S B B. & M. Wilmington Field LOS ANGELES, CALIFORNIA
LOS Angeles County.

Location 150' S1/4 along C/L of King ave from C/L of " S S street

(Give location from property or section corner, or street center lines)

150' S1/4 at right angles Elevation of ground above sea level 15 feet

All depth measurements taken from top of K.S. which is 10 feet above ground.
(Derrick Floor, Rotary Table or Kelly Bushing)

In compliance with Sec. 3215, of the Public Resources Code, the information given herewith is a complete and correct record of the present condition of the well and all work done thereon, so far as can be determined from all available records.

Date 5 sept 20, 1957 Signed _____
Ballough Title _____
(Engineer or Geologist) (Superintendent) (President, Secretary or Agent)

Commenced drilling	Completed drilling	Total depth	Plugged depth	Junk	GEOLOGICAL MARKERS	DEPTH
<u>5-6-57</u>	<u>8-17-57</u>	<u>4055'</u>				

Commenced producing 9-17-57 Name of producing zone Ranger
(Date) (Flowmeter / pumping) (Cross out unnecessary words)

	Clean Oil bbl. per day	Gravity Clean Oil	Per Cent Water including emulsion	Gas Mcf. per day	tubing Pressure	Casing Pressure
Initial production	<u>42</u>	<u>14.5</u>	<u>0.5</u>	<u>-</u>	<u>100</u>	<u>110</u>
Production after <u>10</u> days	<u>38</u>	<u>14.4</u>	<u>0.5</u>	<u>-</u>	<u>100</u>	<u>110</u>

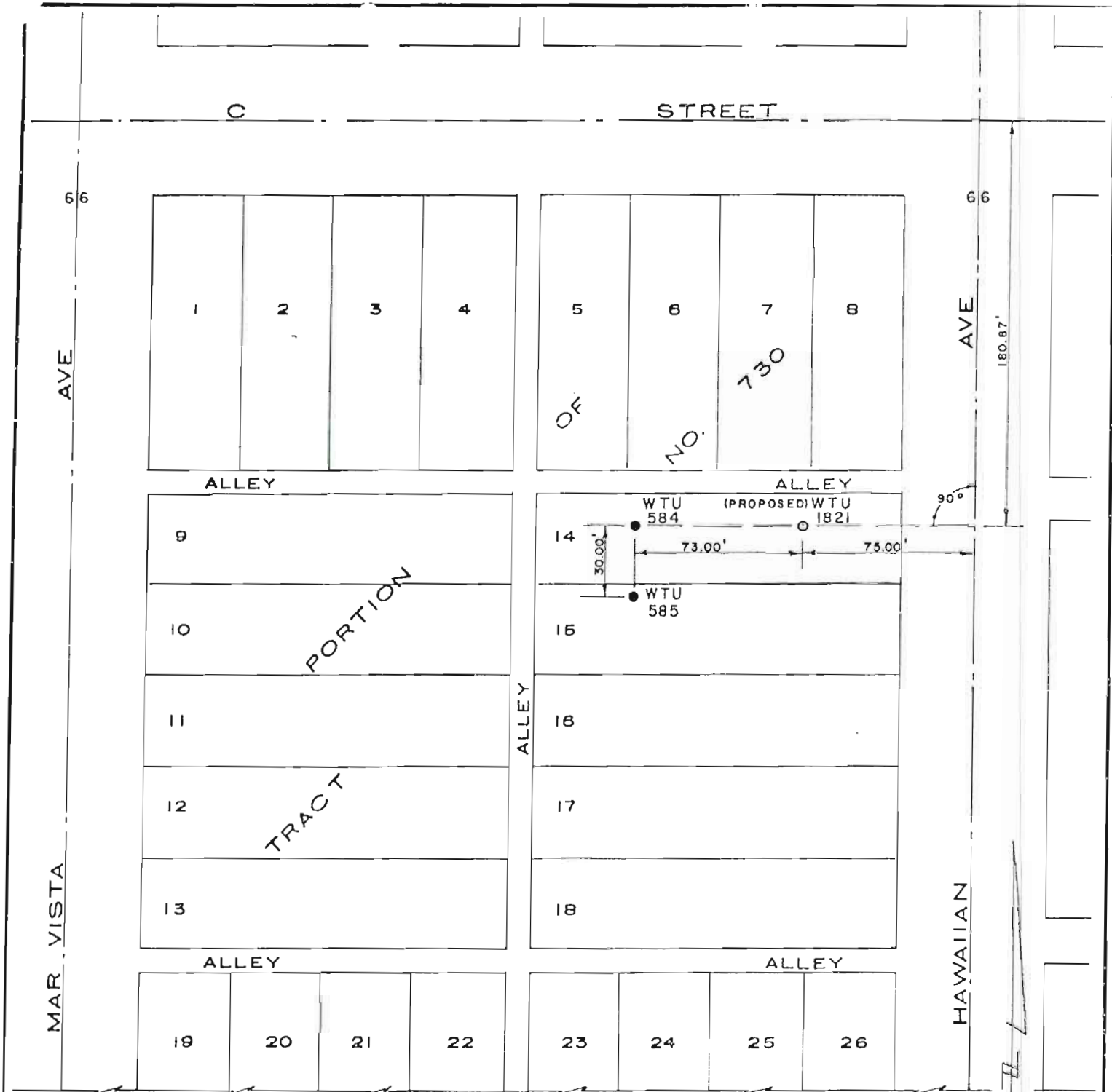
CASING RECORD (Present Hole)

Size of Casing (A. P. I.)	Depth of Shoe	Top of Casing	Weight of Casing	New or Second Hand	Seamless or Lapweld	Grade of Casing	Size of Hole Drilled	Number of Sacks of Cement	Depth of Cementing if through perforation
<u>12-5/4</u>	<u>40</u>	<u>0</u>	<u>58</u>	<u>New</u>	<u>Seamless</u>	<u>J-55</u>	<u>17-1/8</u>	<u>150</u>	
<u>7</u>	<u>3921</u>	<u>0</u>	<u>30</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>10-5/8</u>	<u>800</u>	
<u>5-1/2</u>	<u>4038</u>	<u>3921</u>	<u>17</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>12</u>		

PERFORATED CASING
(Size, top, bottom, perforated intervals, size and spacing of perforation and method.)

<u>5-1/2"</u>	<u>3921'-3921'</u>	<u>2" x 20M</u>	<u>4 rows, 40" centers</u>	<u>Mill cut</u>
<u>5-1/2"</u>	<u>3921'-4056'</u>	<u>2" x 20M</u>	<u>24 "</u>	<u>50 " " "</u>

ATTACHMENT 2



SECTION 6
T. 5 S. - R. 13 W.
S.B.M.

EXXON CORP.
WTU-1821 (037-21331)
Sec. 6-5S-13W WILMINGTON

This Application For Well No. WTU-1821

PROPOSED LOCATION FOR WTU-1821
WILMINGTON TOWNLOT UNIT
WILMINGTON FIELD LOS ANGELES COUNTY, CALIFORNIA

HUMBLE OIL & REFINING COMPANY
PRODUCTION DEPARTMENT

DRAWN <u>N.D.C.</u>	ENGR. SECTION <u>PRODUCTION</u> REVISED _____	SCALE <u>1" = 60'</u>	JOB NO.	FILE NO.
CHECKED _____	APPROVED _____	DATE <u>11-17-72</u>		<u>LBA-350</u>

00101000

STATE OF CALIFORNIA
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL AND GAS
Notice of Intention to Drill New Well
This notice and surety bond must be filed before drilling begins

Exxon Corp.

Los Angeles Calif. October 21, 1957

DIVISION OF OIL AND GAS

WTU-584

In compliance with Section 3203, Division III, Article 4, Public Resources Code, notice is hereby given that it is our intention to commence the work of drilling well No. WTU 5-22, Sec. 6, T.5-SOUTH

R.15-N, S.E. B. & M., Wilmington Field, Los Angeles County.

Legal description of mineral right lease, consisting of 2.61 acres, is as follows: (Attach map or plat to scale)

Lots 2 to 17, inclusive, Lots 19 to 22, inclusive; also Lots 24, 25, and 26 of Tract 731 in Wilmington. Drill site Lots 14 and 15 in Tr. 730.

Do mineral and surface leases coincide? Yes No If answer is no, attach legal description of both surface and mineral leases, and map or plat to scale.

Location of Well: _____ feet _____ property along section line and _____ feet _____ property at right angles to said line from the _____ corner of section

Drill site, Lots 14 & 15 of Tr. 730. Beginning at the 2/L of W St., south-
erly along the 2/L of Hawaiian Ave., 180.87'; thence at right angles 143'
to center of well.

Elevation of ground above sea level 15 feet _____ datum.

All depth measurements taken from top of Kelly Bushing which is 10 feet above ground.

Due to surface improvements (Derrick Floor, Rotary Table or Kelly Bushing)
filling under Sec. 3606

PROPOSED CASING PROGRAM

SIZE OF CASING INCHES A.P.I.	WEIGHT	GRADE AND TYPE	TOP	BOTTOM	CEMENTING DEPTHS
12 3/4"	38	Lawfield	0'	50'	50'
7"	20	J-55	0'	3660'	3660'
5"	17	J-55	3760'	4000'	---

Intended zone or zones of completion: _____

3660' - 4000'
(Depth, top and bottom)

Estimated total depth 4000'

MAP	MAP BOOK	CARDS
<u>10-24</u>	<u>10-24</u>	<u>X</u>

It is understood that if changes to this plan become necessary we are to notify you before running casing.

Address 34 111 34th

Telephone Number 34

By _____

19	20	21	22	23	24	25	26
40.35	40		40	40	40	40	40.35

Maps 16-4
HOUSING AUTHORITY
CE 162-81
CE 307-73

3	7	4
80		80

CE 307-73
CE 307-73

MAR VISTA

1	2	3	4	5	6	7	8
12081	12082	12083	12084	12085	12086	12087	12088
40.31	40		40	40	40	40	40.31

Leased by
Apex Petr. Corp. Ltd.

9	10	11	12	13	14	15	16
16031	16029	16028	16027	16026	16030	16029	16028
40					40		40

TRACT NO. 731

TRACT NO. 731

Leased by Apex Petr. Corp.

19	20	21	22	23	24	25	26
12080	12080	12080	12080	12080	12080	12080	12080
40.23	40		40	40	40	40	40.23

Leased by
Apex Petr. Corp.

Maps 16-7
Leased by
Apex Petr. Corp. Ltd.

HAWAIIAN

1	5	2
115.5		80

ICE

3	10	12
160		160

2 Range

Not under lease.

MAR VISTA

1	2	3	4	5	6	7	8
12195	12194	12193	12192	12191	12190	12189	12188
40.19	40		40	40	40	40	40.18

Leased by
Apex Petr. Corp.

9	10	11	12	13	14	15	16
16019	16018	16017	16016	16015	16014	16013	16012
40					40		40

TRACT NO. 730

TRACT NO. 730

Maps 15-185

39	38	37	36	35	34	33	32	31	30	29
2763.23										25.00

19	20	21	22	23	24	25	26	27
150	150	150	150	150	150	150	150	150
25								25

TRACT NO. 3083

TRACT NO. 3083

STATE OF CALIFORNIA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS
WELL SUMMARY REPORT

DIVISION OF OIL AND GAS
15001-05
JAN 27 1958

SUBMIT IN DUPLICATE

LOS ANGELES, CALIFORNIA

Operator Atlantic Oil Co Well No. "Apex" C-22

Sec. 6, T. 5 S., R. 13 W. S B B. & M. Wilmington Field Los Angeles County.

Location 180.87' S'ly along C/L of Hawaiian Ave from C/L of "C" street;

(Give location from property or section corner, or street center lines)

148' W'ly at right angles. Elevation of ground above sea level 15 feet.

All depth measurements taken from top of KB which is 10 feet above ground.

(Derrick Floor, Rotary Table or Kelly Bushing)

In compliance with Sec. 3215, of the Public Resources Code, the information given herewith is a complete and correct record of the present condition of the well and all work done thereon, so far as can be determined from all available records.

Date 12-15-57 Signed _____

[Signature]
(Engineer or Geologist)

(Superintendent)

Title _____
(President, Secretary or Agent)

Commenced drilling 11-3-57 GEOLOGICAL MARKERS DEPTH

Completed drilling 11-17-57 _____

Total depth 4037 Plugged depth _____

Junk _____

Geologic age at total depth: _____

Commenced producing 11-18-57 XXXXXXXXXX Name of producing zone Ranger
(Date) (Flowing/gas lift/pumping) (Cross out unnecessary words)

	Clean Oil (bbl. per day)	Gravity Clean Oil	Per Cent Water including emulsion	Gas Mcft. per day	Tubing Pressure	Casing Pressure
Initial production	47	14.1	3.8	-	100	125
Production after 30 days	40	14.1	3.5	-	100	125

CASING RECORD (Present Hole)

Size of Casing (A. P. L.)	Depth of Shoe	Top of Casing	Weight of Casing	New or Second Hand	Seamless or Lapweld	Grade of Casing	Size of Hole Drilled	Number of Sacks of Cement	Depth of Cementing if through perforation
2-3/4	40	0	36	New	Smls	J-55	14	150	
7	3929	0	20	"	"	"	10-5/8	740 +50	
5	4036	3894	18	"	"	"	7-1/2		

PERFORATED CASING

(Size, top, bottom, perforated intervals, size and spacing of perforation and method.)

5" 3930' - 4036', 2" x 60M, 18 rows, 6" centers, mill cut



NOTICE OF INTENTION TO ABANDON WELL

FOR DIVISION USE ONLY			
CARDS	BOND	FORMS	
		OGG114	OGG121

DIVISION OF OIL AND GAS

In compliance with Section 3229, Division 3, Public Resources Code, notice is hereby given that it is our intention to abandon well No. WTU #584 (Well designation) API No. 037-01560

Sec. 6, T. 5 S, R. 13 W, S.B. B. & M., Wilmington Field, Los Angeles County.

commencing work on 4/15, 1994.

The present condition of the well is:

- Total depth 4036'
- Complete casing record, including plugs and perforations
 - 12 3/4" casing @ 0'-40'
 - 7" 20# casing @ 0'-3929'
 - 5" 18# casing @ 3894'-4036' Slots: 3940'-4036'
- Last produced 3/90 8 127
(Date) (Oil, B/D) (Water, B/D) (Gas, Mcf/D)

OR

- Last injected _____
(Date) (Water, B/D) (Gas, Mcf/D) (Surface pressure)

- Additional Data for dry hole (show depths)
- 5. Uppermost oil or gas shows
- 0 U sand 3544'
- 6. Stratigraphic markers:
- 7. Formation and age at total depth: Ranger
- 8. Base of fresh water sands: 1950'

9. Is this a critical well according to Section 1720(a), California Code of Regulations? Yes No

The proposed work is as follows: **DOG TO WITNESS SETTING OF ALL PLUGS.**

- MIRU. Install and test a DOG class II 80PE. Clean out to the bottom of the 5" liner @ 4036'.
 - Place a class "G" cement plug from 4036'-3894', cementing to 100' above the top of the DU Sand @ 3544' with TOC @ 3444'
 - Place a class "G" cement plug from 2000'-1900', cementing across the base of fresh water.
 - Shoot 4 holes in the 7" casing @ 38' and place a class "G" cement plug from 60' back to surface getting cement returns in the 7" X 12 3/4" annulus.
 - Cut off casing @ 5' and weld plate with well identifier and clean location. DOG will inspect.
- Please call Reservoir Engineering, Isaiah Del Toro @ (915) 689-6639 with any questions regarding this procedure.

It is understood that if changes in this plan become necessary, we are to notify you immediately

Address 25 Desta Drive P.O. Box 1600
(Street)

Midland, Tx. 79702
(City) (State) (Zip)

Telephone Number 915-688-7888

Exxon Corporation
(Name of Operator)

By Julie Mitchell
(Name-Printed)

Julie Mitchell 3/15/94
(Name-Signature) (Date)

Type of Organization Corporation

Dist - 1

SUBMIT IN DUPLICATE
 RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
DIVISION OF OIL AND GAS

History of Oil or Gas Well

Operator Exxon Corporation Field Wilmington County Los Angeles
 Well WTU 584 Sec. 6, T. 5S, R. 13W S. D. B. & M.
 A.P.I. No. 037-01500 Name Julie H. Mitchell Title Staff Office Ass't.
 Date June 29, 19 94 (Person submitting report) (President, Secretary or Agent)

Signature Julie H. Mitchell

Environmental and Regulatory Affairs, PO Box 1600, Midland, TX 79702 915/688-7888
 (Address) (Telephone Number)

History must be complete in all detail. Use this form to report all operations during drilling and testing of the well or during redrilling or altering the casing, plugging, or abandonment with the dates thereof. Include such items as hole size, formation test details, amounts of cement used, top and bottom of plugs, perforation details, sidetracked junk, bailing tests and initial production data.

Date	
06/20/94	Rig up. No test on tubing. Fished rods, 3/4 body break. Pull out of hole laying down rods and pump. Stump test @ 800#. Nipple up BOP. Pull out of hole with tubing rig down due to tong failure. Pull out of hole with tubing, picking up 2.375 work string and 3 joints of 2.875. Secure well, casing pressure 0, tubing pressure 0
06/21/94	Rigged up Buck Testing, tested tubing in hole, found hole in joint #3, balance of tubing tested @ 3000 psi. Rigged tester down. Picked up tubing, slid down to 3894, unable to get in liner. Picked up to 3890, hooked up mud pump. Changing over in vacuum truck, used 140-150 barrels of water, recovered 110-120 barrels oil. (Trucks dumped oil in clarifier.) Closed well in, secured rig.
06/22/94	Pumped 25 barrels of water, down flowline. Finished changing over down flowline, used 50 barrels water, flushed flow line with 70 barrels oil. Opened well, ran in cleaned out sand, scale and rubber to 4036 (bottom), circulate hole clean. Rigged up BJ, tested lines @ 2000 psi. With tubing hanging @ 4036, BJ mixed, pumped and equalized 248 sacks of "G" neat with 4% Gel in 3 stages with yield of 369 cubic feet 14.3 p.p.g. slurry, calculated top of cement 2336. Pulled up to 2336, mixed, pumped and equalized 107 sacks of "G" neat with yield of 122 cubic feet 15.9 p.p.g slurry, calculated top of cement @ 1800. Pulled up to 1460, reverse circulated hole clean. Pulled to 1140, closed well in, secured rig.
06/23/94	Ran in hole, tag cement @ 1848 feet. Mud 7 inch casing from 1848 feet to surface with 75 barrels. Mud flow line with 20 barrels. Lay down all tubing. Primo shot 4- 1/2 inch holes @ 37 feet. Nipple down BOP, rig up BJ. With tail @ 63 feet, pumped 14 cubic 13 sacks "G" neat cement and 30 cubic feet, 26 sacks in 7 X 12.75 inch. Rigged down, clean location. M. Saw, Division of Oil and Gas, witnessed the surface plug placement and squeeze, inspected and approved BOP, witnessed tag @ 1848 feet and mudding from 1848 feet to surface.

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES

REPORT OF WELL PLUGGING AND ABANDONMENT

Long Beach, California


November 17, 1994

EXXON CORPORATION
Southwestern Production Division
P.O. Box 1600/Reg. Affairs ML-14
MIDLAND TX 79702-1600

Your report of the plugging and abandonment of well WTU-584, A.P.I. No. 037-01560, Section 6, T. 5S, R. 13W, S.B. B.& M., Wilmington Field, Los Angeles County, dated 06-29-94, received 07-13-94, has been examined in conjunction with operations witnessed and records filed in this office. We have determined that all of the requirements of this Division have been fulfilled relative to plugging and abandonment of the well, removal of well equipment and junk, and the filing of well records.

- NOTES:**
1. Surface plugging completed on 06-29-94.
 2. Site inspection made and approved 11-02-94.

William F. Guerard, Jr.
State Oil and Gas Supervisor

By 
For R. K. Baker, *Deputy Supervisor*

JJ:cs

BLANKET BOND

cc: Update
Conservation Committee
L.A. County Assessor
L.A. County Fire Prevention Bureau

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES
CONSTRUCTION SITE WELL INSPECTION

District Ref. No. _____

Field: Wilmington City/County Los Angeles Sec. 6 T. 55 R. 13w 50 B.&M.

Location (major cross streets): Hawaiian & C St

Development representative: Chip Anzalosa Phone: (562) 597-1055
x109

Describe the exact location of the excavation or well at the building site (from a reference point on a Division Map):
Map 128 SW Hawaiian & C St

How the location was determined: Measured Surveyed Other

Describe: _____

Well designation: "WTU" 584, API No. 037 01560

Operator: Exxon Mobil Corp

SAFETY PRECAUTIONS AND UNSAFE EXCAVATIONS

CAUTION! Oil and gas wells may produce hydrogen sulfide gas, which is highly poisonous and will accumulate and concentrate in low areas such as excavations. Before entering an excavation area, test to ensure that there is sufficient oxygen and that the flammable/toxic gas readings are within safe limits.

INSPECTIONS	1	Initials Date	2	Initials Date	3	Initials Date	4	Initials Date
Excavation size		<u>MJ 3/19/09</u>						
Picture No.								
Picture direction								
Metal detector (Y/N)								
Visible casing size(s) (or comment)	<u>12 3/4"</u> <u>7"</u>							
Fluid leaks (Y/N)*	<u>N</u>							
Amount (est.)	<u>-</u>							
Gas leaks (Y/N)*	<u>N</u>							
Amount (est.)	<u>-</u>							
Gas detector (N/Y)	<u>Y</u>							
Bubble test (Y/N)	<u>N</u>							

*Leak location(s): _____

Describe hazardous or damaged well condition(s): _____

Report finalized by: M. Johnson Date: 4/3/09

DIVISION OF OIL AND GAS
Notice of Intention to Drill New Well
This notice and surety bond must be filed before drilling begins

037-01542

Exxon Corp.

Los Angeles Calif. 90015

DIVISION OF OIL AND GAS

WTU-585

In compliance with Section 3203, Division III, Article 4, Public Resources Code, notice is hereby given that it is our intention to commence the work of drilling well No. WTU-585, Sec. 6, T. 5-South

R. 13 West S.B. B. & M., Wilfrington Field, Los Angeles County.

Legal description of mineral right lease, consisting of 3.0± acres, is as follows: (Attach map or plat to scale)

All of the lots of tract 730 inclusive except lots 17 and 18

Do mineral and surface leases coincide? Yes No If answer is no, attach legal description of both surface and mineral leases, and map or plat to scale.

Location of Well: 229 feet W property along section line and 265 feet E property

at right angles to said line from the SW corner of section 6

beginning at the C/L of J Street, southerly along the C/L of Hawaiian Avenue 210.67 feet; thence westerly at right angles 146 feet to center of the well.

Elevation of ground above sea level 15 feet datum.

All depth measurements taken from top of Kelly Bushing which is 10 feet above ground. Due to surface improvements (Drill Floor, Rotary Table or Kelly Bushing) filing under sec. 3606

PROPOSED CASING PROGRAM

SIZE OF CASING INCHES A.P.I.	WEIGHT	GRADE AND TYPE	TOP	BOTTOM	CEMENTING DEPTHS
12 3/4"	50	Case	0'	30'	30'
7"	20	J-55	0'	3960'	3960'
5 1/2"	17	J-55	3960'	4060'	3960-4060'

Intended zone or zones of completion: Upper 3960-4060' (Depth top and bottom)

Estimated total depth 4060'



It is understood that if changes in this plan become necessary we are to notify you before running casing.

Address: Exxon Corp., 12000 Wilshire Blvd, Los Angeles, CA 90025
Telephone Number: 213-750-1000

John J. ...
Name of Operator

DIVISION OF OIL AND GAS

WELL SUMMARY REPORT

SUBMIT IN DUPLICATE

Operator Apex Petroleum Corp Ltd Well No. 1-27

Sec. 0, T. 3 S, R. 20 W, B. & M. 120-10-101 Field 1-27 County 1-27

Location 1100 ft
(Give location from property or section corner, or from known lines)

Elevation of ground above sea level 100 feet

All depth measurements taken from top of 1-27 which is 100 feet above ground.
(Derrick Floor, Rotary Table or Kelly Bushing)

In compliance with Sec. 3215, of the Public Resources Code, the information given herewith is a complete and correct record of the present condition of the well and all work done thereon, so far as can be determined from all available records.

Date 11-27-57 Signed _____

E. Albright (Engineer or Geologist) Title _____
(Superintendent) (President, Secretary or Agent)

Commenced drilling 10-25-57 GEOLOGICAL MARKERS DEPTH

Completed drilling 11-2-57

Total depth 4000' Plugged depth 4000'

Junk _____

Geologic age at total depth: _____

Commenced producing 11-2-57 Flowing gas lift/pumping Name of producing zone 1-27
(Date) (Cross out unnecessary words)

	Clean Oil bbl. per day	Gravity Clean Oil	Per Cent Water including emulsion	Gas Mcf. per day	Tubing Pressure	Casing Pressure
Initial production	33	25.0	7.0	-	20	2.0
Production after <u>30</u> days	20	25.0	4.0	-	15	2.0

CASING RECORD (Present Hole)

Size of Casing (A. P. I.)	Depth of Shoe	Top of Casing	Weight of Casing	New or Second Hand	Seamless or Lapweld	Grade of Casing	Size of Hole Drilled	Number of Sacks of Gravel	Depth of Cementing if through perforated
1-3/4	40	0	25	NEW	SEAMLESS	S-55	14	150	
7	2075	0	20	"	"	"	10-1/8	610	
6	4000	2040	18	"	"	"	8-1/2		

PERFORATED CASING

(Size, top, bottom, perforated intervals, size and spacing of perforation and method.)

Electrical Log Depths _____ (Attach Copy of Log)

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL AND GAS

9700

Notice of Intention to Rework Well

This notice and indemnity or cash bond shall be filed, and approval given, before rework begins. If operations have not commenced within one year of receipt of the notice, this notice will be considered cancelled.

FOR DIVISION USE ONLY		
BOND	FORMS	
	OGD 114	OGD 121
PT	2-5-90	2-7-90

DIVISION OF OIL AND GAS

In compliance with Section 3203, Division 3, Public Resources Code, notice is hereby given that it is our intention to rework well WTU-585 (Well designation), API No. (4037 01542) 037-01542
Sec. 6, T. 55, R. 13W B. & M., Wilmington Field, Los Angeles County.

The present condition of the well is as follows:

- Total depth 4052'
- Complete casing record, including plugs and perforations (present hole)
11-3/4", 36#, J-55 @ 40'
7", 20#, J-55 @ 3980'
5", 18#, J-55 from 3942' to 4052'
slots: 3978'-4052'
2" x 80M 18 rows, 6" centers
- Present producing zone name Ranger; Zone in which well is to be recompleted _____
- Present zone pressure 1500 psi; New zone pressure _____
- Last produced 3/83 (Date) 4 (Oil, B/D) 40 (Water, B/D) _____ (Gas, Mcf/D)
(or)
Last injected _____ (Date) _____ (Water, B/D) _____ (Gas, Mcf/D) _____ (Surface pressure, psig)
- Is this a critical well according to the definition on the reverse side of this form? (Yes) (No)

The proposed work is as follows:

- Convert well to water injector.
- MIRU. N/U DOG Class II BOPE and test.
 - Clean out to TD @ 4052'.
 - RH with 2-7/8" injection string. Set packer at 5920'.
 - Test tubing & casing annulus to 500 psi for 15 minutes.
 - Perform step rate test. Before well has been injecting for 90 days perform spinner and R/A surveys.
- Note: If well is to be redrilled, show proposed new bottom-hole coordinates and true vertical depth.

It is understood that if changes in this plan become necessary, we are to notify you immediately.

Address 225 W. Hillcrest Dr. (Street)
Thousand Oaks (City) CA (State) 91360 (Zip)
Telephone Number (805) 494-2000

Exxon Company U.S.A. (Name of Operator)
By Clay W. Vaughn (Name - Printed)
Clay W. Vaughn (Name - Signature) 2/11/90 (Date)
Type of Organization Corporation (Corporation, Partnership, Individual, etc.)

SUBMIT IN DUPLICATE
RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL AND GAS

ORIGINAL

History of Oil or Gas Well

Operator Exxon Company U.S.A. Field Wilmington County Los Angeles
Well WTU 585 Sec. 6, T 5S, R 13W S.B.B. & M.
A.P.I. No. 937-01542 Name Scott S. King Title Supervisor
Date 4/13, 1990 (Person submitting report) (President, Secretary or Agent)

Signature *SS King*

P. O. Box 5025, Thousand Oaks, CA 91359 805-494-2283
(Address) (Telephone Number)

History must be complete in all detail. Use this form to report all operations during drilling and testing of the well or during redrilling or altering the casing, plugging, or abandonment with the dates thereof. Include such items as hole size, formation test details, amounts of cement used, top and bottom of plugs, perforation details, sidetracked junk, bailing tests and initial production data.

Date

- 3/05/90 Moved in and rigged up. Unloaded 136 joints of work string. Installed ROPE. Closed in well.
- 3/06/90 Opened well. Made up and ran in hole with Guiberson 7" packer, set at 30'. Tested BOP at 250 psi and 1000 psi, for 15 minutes. Test witnessed by Division of Oil and Gas representative. Pulled out of hole and laid down kill string. Made up and ran in hole with 7", 20# positive scraper to top of liner at 3942'. Picked up to 3905'. Changed well over to lease water, using 160 barrels of water and recovered 60 barrels of oil. Closed in well.
- 3/07/90 Circulated 60 barrels of lease water, recovered small amount of oil. Opened well. Pulled out of hole with 7" positive scraper. Made up and ran in hole with Guiberson 7", 20# test packer. Set packer at 3927'. Tested casing at 500 psi for 15 minutes, good. Casing test waived by Division of Oil and Gas. Released packer. Pulled out of hole with test packer. Made up and ran in hole with 2-3/8" STC tubing to 3900'. Closed in well.
- 3/08/90 Opened well. Ran in hole and tagged fill at 4037'. Cleaned out fill to bottom at 4052'. Circulated hole clean. Cleaned cellar. Pulled out of hole and laid down 100 joints of work string. Closed in well.
- 3/09/90 Opened well. Ran in hole and set Guiberson bridge plug at 25'. Filled casing with water. Cut off old wellhead. Welded on new 6", 3000# API wellhead. Tested welds at 3000 psi, OK. Installed BOP. Flanged up. Tested BOP to 250 psi and 2000 psi, OK. Closed in well.

ORIGINAL

3/10/90

through

3/11/90

No well work.

3/12/90

Opened well. Pulled out of hole and laid down Guiberson packer. Rigged up Hydro tester. Made up Baker 7" ADI packer. Ran in hole and tested 124 joints of new 2-7/8" tubing at 3500 psi, OK. Removed BOP. Made up double box bushing, landed tubing with packer at 3916'. Closed in well.

3/13/90

Opened well. Changed well over with 157 barrels of corrosive inhibited water. Set Baker 7" ADI packer in 25,000# tension at 3917'. Tested 7" casing and packer at 400 psi, OK. Injected 40 barrels of water with mud pump at 1250 psi for 2 hours. Rigged out mud pump. Rigged down and moved off.

6/15/90

Well placed on injection.


SUBMIT IN DUPLICATE

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION

DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES

HISTORY OF OIL OR GAS WELL

Operator EXXON CORP. Field WILMINGTON County LOS ANGELES
Well WTU 585 , Sec. 6 , T. 55 , R. 13W , S.B. B. & M.
A.P.L. No. 0403701542 Name Julie H. Mitchell Title Staff Office Assistant
Date 09/30 , 19 95 (Person submitting report) (President, Secretary or Agent)

Signature 

ATTN: REGULATORY AFFAIRS ML#14
P. O. BOX 1600 MIDLAND, TX 79702 (1915) 688-7888
(Address) (Telephone Number)

History must be complete in all detail. Use this form to report all operations during drilling and testing of the well or during redrilling or altering the casing, plugging, or abandonment with the dates thereof. Include such items as hole size, formation test details, amounts of cement used, top and bottom of plugs, perforation details, sidetracked junk, bailing tests and initial production data.

Date

09/06/95
ROAD RIG & EQUIP LAID OUT PLASTIC, MOVE IN & SPOTTED RIG & MUD PUMP. UNABLE TO FIND MARSH ANCHORS. SANK TWO FRONT ANCHORS. RAISED & TIED RIG DOWN. PULLED TESTED ANCHORS. PUT UP FENCING. CLEAN LOC. SECURE WELL & RIG (CSG PRESSURE+0/TBG PRESS ON VACUUM).

09/07/95
BLED OFF WELL. STUB TEST BOP @ 1200 PSI. RELEASE A-D1-PKR. REMOVE FLANGE, STRIP ON X-O SPOOL & BOP. FUNCTION TEST PIPE RAMS @ 500 PSI. POOH W/TBG & PACKER, MI 2 3/8 WORKSTRING. TALLY & PICKED UP SAME. CHANGE OVER TO 2 7/8 INSTALLED X-O.S. RIH W/KILL STRING. LAND WELL ON FLANGE. CLOSE WELL IN. SECURE WELL & RIG. PUT UP FENCING, CLEAN LOC.

09/08/95
BLED OFF WELL UNLAND TBG. MIRU BUCKS TESTER. SOLID TEST 3 JTS 2 7/8 TBG. @ 3500 PSI. MU TOOLS. TEST IN HOLE @ 3500 PSI. TAG FILL @ 4032, BTM @ 4052. R/D TESTER. PULLED TO TOP OF LINER. LAND WELL ON FLANGE. CLOSE WELL IN. SECURE WELL & RIG. PUT UP FENCING. CLEAN LOC.

09/11/95
BLED OFF WELL. RIH W/TBG TO 4032, MIRU BJ CMNTRS. TEST LINE @ 2000 PSI, WITH TBG TAIL @ 4032. MIX & PUMP IN STAGES, TOTAL 441 CF, 303 SXS, 5TH STAGE CONTAINED NEAT W/3% CAL. CHL. EST TOC @ 2040. PULLED TBG UP TO 1540 REV TBG CLEAN. CLOSED WELL IN. SECURE WELL & RIG, PUT UP FENCING. CLEAN LOCATION. BOPE INSPECTED & APPROVED, WITNESSED BOTTOM PLUG, R. NAVIA, CALIFORNIA DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES.

09/12/95
BLED OFF WELL. RIH W/2 7/8 TBG. TAG TOC @ 1994. WITNESSED/APPRVD BERT NAVIA, CALIFORNIA DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES. POOH W/TBG. MIRU PRIMO PERF RIH W/CAVITY SHOT TO 1940. FIRED SHOT. POOH W/TOD. R/D & MOVE OUT PRIMO. RIH W/ TBG TO 1990. MIRU BJ CMNTRS. W/TBG. TAIL @ 1990, MIX & PUMP 69 CF, 60 SXS. BROUGHT CMNT UP TO 1686. PULLED TBG TAIL TO 1347, REVRB TBG CLEAN. DOWN SQZ 7 CF. PRESS UP TO 500 PSI HOLDING SOLID. CLOSE WELL IN UNDER PRESSURE SECURE WELL & RIG. WITNESSED TOC @ 1994, R. NAVIA, CALIFORNIA DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES.

09/13/95
UNLAND TBG. RIH W/TBG TAG TOC @ 1756'. R/U BJ. MUD HOLE FROM 1756' TO u SURFACE W/71 BBLs. POOH LAYING ALL TBG DOWN. MIRU PRIMO PERF. SHOT 4- 1/2" HOLES @ 37'. R/D PRIMO. RIH W/65' 2 7/8 TBG. MIRU BJ CMNTRS. WITH TBG. TAIL @ 65' MIX PUMP TOTAL 38 CF, 33 SXS SQUEEZE 23 CF BETWEEN 7" & 11 3/4. R/D BJ. POOH LAYING TBG DOWN. LOAD OUT EQUIP FOR RIG MOVE. PUT UP FENCING CLEAN LOC., MOVE OFF. WITNESSED BY RON SMITH, L.A.F.D. WITNESSED PLACEMENT OF SURFACE PLUG DAN DUDIACK, CALIFORNIA DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES. WELL IS PLUGGED TO SURFACE.

N C

11 F

STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION

DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES

Notice of Intention to Abandon Well File in Duplicate

8493320
FBI
Ranger
EOI

DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES

FOR DIVISION USE ONLY			
CARD#	BOHD	FORMS	
		DD0119	DD0121

In compliance with Section 3229, Division 3, Public Resources Code, notice is hereby given that it is our intention

to abandon well WTU 585, API No. 0403701542
 Sec 06, 15S, R13H S.B., B. & M. WILMINGTON Field, LOS ANGELES County.
 commencing work on 04/25, 1995.

The present condition of the well is:

- Total depth **4052'**
- Complete casing record, including plugs and perforations (present hole)
 - 11 3/5" 36.0#, J-55 @ 0' - 40' (SURFACE)
 - 7" 20.0#, J-55 @ 0' - 3980'
 - 5" 18.0#, J.55 @ 3942' - 4052'; LINER
- Last produced _____
 (Date) (Oil, B/D) (Gas, Mcf/D) (Water, B/D)
 or _____
- Last injected 01/07/1994 70 1500#
 (Date) (Water, B/D) (Gas, Mcf/D) (Surface pressure)

Additional data for dry hole (show depths):

- Oil or gas shows
DU SAND 3583'
- Stratigraphic markers
- Formation and age at total depth
- Base of fresh water sands 1940' *OK*

9. Is this a critical well according to the definition on the reverse side of this form? Yes No

The proposed work is as follows:

1150

- MIRU, INSTALL AND TEST A DOG CLASS II BOP. CLEAN OUT THE 5" LINER TO PBTD @ 4052'
- PLACE A CLASS C NEAT CMT W/4% CELL PLUG FROM 2040' - 4052' W/ 330 SX OF CMT. THIS PLUG WILL COVER FROM PBTD TO 100' BELOW BFW.
- RIG UP WIRELINE CO., RTH W/ 25# NITROGEL, PERFORM CAVITY SHOT @ 1940'
- PLACE A CLASS C NEAT CMT PLUG FROM 1840' TO 1990' W/70 SX OF CMT.
- CIRCULATE HOLE WITH 9.6# PPG MUD / 72 LBS. CU. FT/
- RIG UP PERFORATORS AND PERFORATE A 1' INTERVAL W/4 SPF @ 37' FROM SURFACE
- PLACE A CLASS 'G' NEAT CMT PLUG FORM SURFACE TO 37' W/ 22 SX OF CMT INSURING SURFACE ISOLATION.
- CUT OFF CASING @ 5' AND WELD PLATE W/MLIL IDENTIFIER AND CLEAN LOCATION. DOG TO INSPECT.

PLEASE Call Reservoir Engineering Jim Shriley @ 915-688-6698 with any questions regarding this procedure. It is understood that if changes in this plan become necessary, we are to notify you immediately.

Address: ATTN: REGULATORY AFFAIRS ML#14

EXXON CORP.

P. O. BOX 1600
MIDLAND, TX 79702

W. Sharon B. Timlin

Telephone Number (915) 688-6166

Sharon B. Timlin
(Signature)

07/05/95
(Date)

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES

REPORT OF WELL PLUGGING AND ABANDONMENT

Long Beach, California

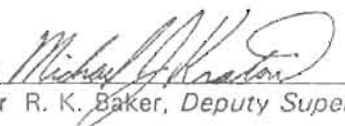
May 7, 1996

EXXON CORPORATION
Southwestern Production Division
P.O. Box 1600/Reg. Affairs ML-14
MIDLAND TX 79702-1600

Your report of the plugging and abandonment of well **WTU-585**, A.P.I. No. **037-01542**, Section **6**, T. 5S, R. 13W, S.B. B.& M., **Wilmington Field**, Los Angeles County, dated **09-30-95**, received **10-10-95**, has been examined in conjunction with operations witnessed and records filed in this office. We have determined that all of the requirements of this Division have been fulfilled relative to plugging and abandonment of the well, removal of well equipment and junk, and the filing of well records.

- NOTES:
1. Surface plugging completed on **09-13-95**.
 2. Surface inspection made and approved **05-03-96**.

William F. Guerard, Jr.
State Oil and Gas Supervisor

By 
For R. K. Baker, Deputy Supervisor

FL:df

BLANKET BOND

cc: Update
L.A. County Assessor
L.A. County Fire Prevention Bureau
L.A. County Dept. Public Works/Waste Mgmt

00169

RESOURCES AGENCY OF CALIFORNIA
 DEPARTMENT OF CONSERVATION
 DIVISION OF OIL, GAS, AND GEOTHERMAL RESOURCES
CONSTRUCTION SITE WELL INSPECTION

District Ref. No. _____

Field: Wilmington City/County Los Angeles Sec. 6 T. 53 R. 13W SB B.&M

Location (major cross streets): Hawaiian # C St

Development representative: Chip Anzalone Phone: (562) 597-1055
 x109

Describe the exact location of the excavation or well at the building site (from a reference point on a Division Map):
Map 128 SW Hawaiian # C St

How the location was determined: Measured Surveyed Other

Describe: _____

Well designation: "w79" 585", API No. 037 01542

Operator: Exxon Mobil Corp

SAFETY PRECAUTIONS AND UNSAFE EXCAVATIONS

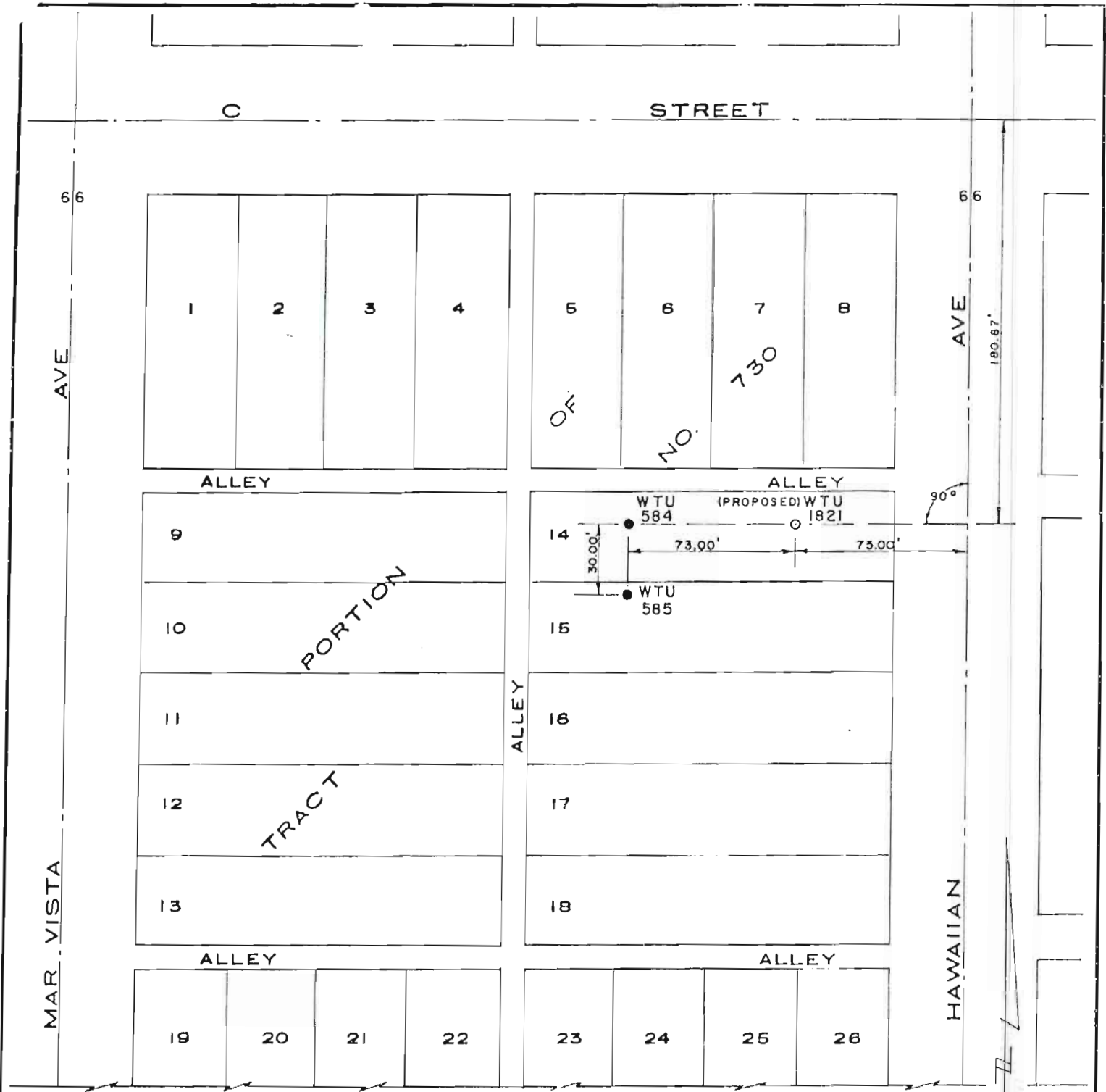
CAUTION! Oil and gas wells may produce hydrogen sulfide gas, which is highly poisonous and will accumulate and concentrate in low areas such as excavations. Before entering an excavation area, test to ensure that there is sufficient oxygen and that the flammable/toxic gas readings are within safe limits.

INSPECTIONS	1	Initials Date	2	Initials Date	3	Initials Date	4	Initials Date
Excavation size		<u>MS 4/1/09</u>						
Picture No.								
Picture direction								
Metal detector (Y/N)								
Visible casing size(s) (or comment)	<u>11 3/4"</u> <u>7"</u>							
Fluid leaks (Y/N)*	<u>N</u>							
Amount (est.)	<u>-</u>							
Gas leaks (Y/N)*	<u>N</u>							
Amount (est.)	<u>-</u>							
Gas detector (N/Y)	<u>N</u>							
Bubble test (Y/N)	<u>N</u>							

*Leak location(s): _____

Describe hazardous or damaged well condition(s): _____

Report finalized by: Bl. Johnson Date: 4/3/09



SECTION 6
T.5 S.-R.13 W.
S.B.M.

EXXON CORP.
WTU-1821 (037-21331)
Sec. 6-5S-13W WILMINGTON

This Application For Well No. WTU-1821

PROPOSED LOCATION FOR WTU-1821
WILMINGTON TOWNLOT UNIT
WILMINGTON FIELD LOS ANGELES COUNTY, CALIFORNIA

HUMBLE OIL & REFINING COMPANY
PRODUCTION DEPARTMENT

DRAWN <u>N.D.C.</u>	ENGR. SECTION <u>PRODUCTION</u>	REVISID _____	SCALE <u>1" = 60'</u>	JOB NO. _____	FILE NO. _____
CHECKED _____	APPROVED _____		DATE <u>11-17-72</u>		<u>LBA-350</u>

SUBMIT IN DUPLICATE
RESOURCE AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL AND GAS

History of Oil or Gas Well

Operator Exxon Corporation Field Wilmington County Los Angeles
Well WTU 1821 , Sec. 6 , T. 5S , R. 13W S.B. & M.
A.P.I. No. 037-21331 Name Scott S. King Title Supervisor
Date 4/10 , 19 90 (Person submitting report) (President, Secretary or Agent)

Signature *Scott S. King* *DK*

P. O. Box 5025, Thousand Oaks, CA 91359 805-494-2605
(Address) (Telephone Number)

History must be complete in all detail. Use this form to report all operations during drilling and testing of the well or during redrilling or altering the casing, plugging, or abandonment with the dates thereof. Include such items as hole size, formation test details, amounts of cement used, top and bottom of plugs, perforation details, sidetracked junk, bailing tests and initial production data.

Date

- 12/07/89 Moved in and rigged up. Removed injection head. Unset Baker loc-set packer. Installed and tested BOP. Closed in well.
- 12/08/89 Installed working platform. Opened well. Pulled out of hole and laid down 129 joints of 2-7/8" injection string. Made up sawtooth collar. Ran in hole with 120 joints of 2-7/8" work string to 3700'. Closed in well.
- 12/09/89 through
- 12/10/89 No well work.
- 12/11/89 Opened well. Ran in hole and tagged bottom at 4275'. Pulled up to 4266'. Changed well over to fresh water, tubing hanging at 4266'. Rigged up BJ cementers. Mixed and pumped 38 sacks (43 ft³, 15.8 ppg slurry) of Class G neat cement. Estimate top of cement at 3942'. Pulled up to 3885'. Backscuttled two tubing volumes, recovered small amount of cement cut water. Pulled up to 3695'. Closed in well. Waited on cement. Washed and dug cellar to expose 13-3/8" casing. Secured rig.
- 12/12/89 Opened well. Ran in hole and tagged cement at 3996'. BOPE, mud and cement plug at 3996' witnessed and approved by B. Ellison of the Division of Oil and Gas. Ran in hole and pumped 52 barrels of 9.8 ppg clay based mud from 3996' to 1800'. Pulled out of hole and laid down excess tubing. Ran in hole to at 1849'. Mixed and pumped 23 sacks of Class G cement (27 ft³, 15.8# slurry).

ORIGINAL

Estimate top of cement at 1649'. Pulled up to 1600' and backscuttled two tubing volumes. Recovered small amount of cement cut water. Pulled up to 1485'. Waited on cement. Closed in well. Finished cleaning cellar, found cement between 8-5/8" and 13-3/8" casing. Secured rig.

12/13/89 Opened well. Ran in hole and tagged cement plug at 1637'. Tag witnessed and approved by B. Ellison of the Division of Oil and Gas. Tubing hanging at 1637', changed well over to 9.8 ppg mud (mud weight approved by B. Ellison of Division of Oil and Gas). Pulled out of hole and laid down work string. Removed BOP with tubing hanging at 93'. Rigged up BJ Titan and mixed and pumped 21 sacks of Class G cement. Good returns to surface. Division of Oil and Gas waived witnessing the plug at 93'. Pulled out of hole and laid down tubing. Rigged out BJ Titan. Secured rig.

12/14/89 Rigged out mud pump and work string. Rigged down and moved off. Cleaned location.

12/29/89 Cut and capped well 5' below ground level. Removed cellar. Cleaned location.

DIVISION OF OIL AND GAS

Sa

Notice of Intention to Abandon Well

This notice must be given at least five days before work is to begin.

FOR DIVISION USE ONLY			
CARDS	BOND	FORMS	
		OGD114	OGD121
	BB		

DIVISION OF OIL AND GAS

In compliance with Section 3229, Division 3, Public Resources Code, notice is hereby given that it is our intention to abandon Well No. WTU-1821, API No. D37-21331

Sec. 6, T. 55, R. 13W, S.B. B. & M., WILMINGTON Field, LOS ANGELES County.

commencing work on _____, 19____

The present condition of the well is:

- Total depth: 4320'
- Complete casing record, including plugs and perforations:
 - 13 3/8" 54# @ 40'
 - 8 5/8" 32# @ 510'
 - 5 1/2" 15.5# @ 4320', Plugged w/cement to 4275'
Slots: 4142'-4272'
- Last produced _____
(Date) (Oil, B/D) (Gas, Mcf/D) (Water, B/D)
- Last injected 7/84 850 _____ 1700
(Date) (Water, B/D) (Gas, Mcf/D) (Surface pressure)

Additional data for dry hole (show depths)

- Oil or gas shows
- Stratigraphic markers:
- Formation and age at total depth:
- Base of fresh water sands: 1900'

The proposed work is as follows:

1. MIRU. INSTALL CLASS II 2000 PSI ROPE AND TEST.
2. POOH WITH TUBING.
3. CLEAN OUT TO TD OR AS DEEP AS POSSIBLE.
 - A. IF ABLE TO CLEAN OUT TO BOTTOM OF 5 1/2" CASING, SET A BALANCED CEMENT PLUG FROM 4275'-4042'. TAG AND TEST SAME.
 - B. IF UNABLE TO CLEAN OUT TO TD, SET A CEMENT RETAINER AT 4100' AND SQUEEZE CEMENT BELOW RETAINER. SPOT 100' OF CEMENT ABOVE RETAINER. TAG AND TEST TOC @ 4000'.
4. CIRCULATE WELL WITH 9.8 ppg MUD.
5. SPOT A BALANCED PLUG FROM 1900'-1800'. TAG AND TEST SAME.
6. SPOT A BALANCED PLUG FROM 55'-5'. CEMENT IS TO SURFACE BEHIND 5-1/2" CASING.
7. R/D, CLEAN LOCATION. CUT AND CAP WELL 5' BELOW GROUND LEVEL.

It is understood that if changes in this plan become necessary we are to notify you immediately.

Address 225 W. HILLCREST DR.
(Street)
THOUSAND OAKS CA 91359
(City) (State) (Zip)
Telephone Number (805) 494-2000
(Area Code) (Number)

EXXON CO., U.S.A.
(Name of Operator)
By [Signature] [Date]
(Signature) (Date)
Type of Organization CORPORATION
(Corporation, Partnership, Individual, etc.)

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION

DIVISION OF OIL AND GAS

EXHIBIT OF OIL AND
RECEIVED

History of Oil or Gas Well

FEB 23 1973

OPERATOR EXXON CORPORATION FIELD Wilmington LONG BEACH, CALIFORNIA

Well No. WTU-1821 (037-21331), Sec. 6, T. 5S, R. 13W, S. B., E. & N.

Date Feb. 12, 1973 Signed Walt E. [Signature]

P. O. Box 7033, Long Beach, CA 426-8844 Title District Superintendent
(Address) (Telephone Number) (President, Secretary or Agent)

It is of the greatest importance to have a complete history of the well. Use this form to report a full account of all important operations during the drilling and testing of the well or during re-drilling, altering of casing, plugging, or abandonment with the dates thereof. Be sure to include such items as hole size, formation test details, amounts of cement used, top and bottom of plugs, perforation details, sidetracked junk, bailing tests, shooting and initial production data.

Date	DEPTHS		FORMATION	REMARKS
	FROM	TO		
2-16-72	0	500	sand & shale	Rigged up. Drilling 12 1/2" hole.
2-17	500	510	shale	Mud wt-7.2#, Visc-52. Ran 8-5/8". 32# csw w/shoe @ 510. Cmtd w/220 sx cl "C" cmt, 2% CaCl2. Disp w/162 cf wtr. Cmt returns to surface. Installed & tested wellhead & cl 3 BOPS.
2-18	510	1209	sand & shale	ROPE witnessed and approved by Mr. R. Dreessen of the Division of Oil & Gas. Ran 7-5/8" drlg assv. Drld out shoe. Drilling and surveying ahead.
2-19	1209	2085	sand & shale	D & S. Mud wt-9.3#. Visc-39
2-20	2085	2510	" "	Checked ROPE, D&S. Mud wt-9.7#. Visc-40.
2-21	2510	2872	" "	Mud wt-9.4#, Visc-43. Slope:@ 2716-12deg., 30 min.
2-22	2872	3445	" "	Mud wt-9.5#, Visc-38. Slope:@ 3342-12 deg., 30 min.
2-23	3445	3843	" "	Mud wt-9.6#. Visc-45. Slope:@ 3813-7 deg., 45 min.
2-24	3843	4275	" "	Mud wt-9.4#, Visc-43.
2-26	4275	-		Circulated clean. Ran DIL log.
2-27	4275	4320	sand & shale	Drld to TD. Mud wt-9.5#, Visc-45. Ran 5 1/2". 15.5#. K-55 liner. Landed w/shoe @ 4320. FC @ 4275. Cmtd w/550 sx cl G cmt, 4% CaCl2. REMO. MIRM workover unit.
-9-73				Ran PDC log. Perf'd the following intervals w/2 4112-75, 4179-94, 4214-29, 4236-50, 4271-72.
-12-73				Set bkr @ 4081. Inhibited stimulus w/air treated with Corexit 7720. Installed wellhead. Ready for injection.

DIVISION OF OIL AND GAS

History of Oil or Gas Well

OPERATOR EXXON CORPORATION FIELD WILMINGTON

Well No. WTU-1821 , Sec. 6 , T. 5S , R. 13W S.B. B. & M.

Date April 25 , 19 74 Signed [Signature]

P. O. Box 7033, Long Beach, CA 426-8844 Title Operations Superintendent
(Address) (Telephone Number) (President, Secretary or Agent)

It is of the greatest importance to have a complete history of the well. Use this form to report a full account of all important operations during the drilling and testing of the well or during re-drilling, altering of casing, plugging, or abandonment with the dates thereof. Be sure to include such items as hole size, formation test details, amounts of cement used, top and bottom of plugs, perforation details, sidetracked junk, bailing tests, shooting and initial production data.

Date

7-24-73

Radioactive Survey performed demonstrated that all of the injection fluid is confined to the formations below 4142'. Witnessed and approved by Mr. H. Lang of the Division of Oil & Gas.

RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF CONSERVATION
DIVISION OF OIL AND GAS

REPORT OF WELL ABANDONMENT

Long Beach, California
May 8, 1990

EXXON CORPORATION
Regulatory Affairs
P. O. Box 5025
THOUSAND OAKS CA 91359-5025

Your report of abandonment of well WTU-1821, API No. 037-21331,
Section 6 5S. 13W., S.B. B. & M., Wilmington, Los Angeles
County, dated 4-10-90, received 4-12-90, has been examined in
conjunction with records filed in this office, and we have
determined that all of the requirements of this Division have
been fulfilled.

KC:df

cc: Update; Conservation Committee;
LA County Planning Comm.;
LA County Fire Prevention Bureau;
LA County Assessor; Dept. Bldg & Sfty;
Dept. Oil Properties;
LA County Dept. Public Works

M. G. Mefferd
State Oil and Gas Supervisor
By William E. Brannon
Deputy Supervisor

For R. K. Baker

CONSTRUCTION SITE WELL INSPECTION

District Ref. No. _____

Field: WILMINGTON City/County LOS ANGELES Sec. _____ T. _____ R. _____ B & M.

Location (major cross streets): South of 2 St & Alhambra

Development Representative: Cliff / [unclear] Phone: (62) 597-1055

Describe the exact location of the excavation or well at the building site (from a reference point on a Division map): _____

How the location was determined: Measured Surveyed Other

Describe: _____

Well designation: _____ API No. 037-21331

Operator: The Service Group / Exxon Mobil

SAFETY PRECAUTIONS AND UNSAFE EXCAVATIONS

CAUTION! Oil and gas wells may produce hydrogen sulfide gas, which is highly poisonous, and will accumulate and concentrate in low areas such as excavations. Before entering an excavation area, test to ensure that there is sufficient oxygen and that the flammable/toxic gas readings are within safe limits.

INSPECTIONS	1	Initials Date	2	Initials Date	3	Initials Date	4	Initials Date
Excavation size								
Picture No.								
Picture direction								
Metal detector (Y/N)	Y							
Visible casing size(s) (or comment)								
Fluid leaks (Y/N)*								
Amount (est.)								
Gas leaks (Y/N)*								
Amount (est.)								
Gas detector (Y/N)								
Bubble test (Y/N)								

*Leak location(s): _____

Describe hazardous or damaged well condition(s): _____

Report finished by: Neil [unclear] Date: 4/2/09

PRELIMINARY TITLE REPORT

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 24, 2010 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

City of Los Angeles, a Municipal Corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2010-2011, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2009-2010 are exempt. If the exempt status is terminated an additional tax may be levied. Account No. 7417-008-905 and 7417-008-908 (Portion)
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Rights of parties in possession.
6. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
7. Prior to the issuance of any policy of title insurance, the Company will require:

An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

The Following Matters Affect Parcel 1:

8. An oil and gas lease executed by Frederick D. and Ruth M. Anderson and Ellie Marie Cooney as lessor and Apex Petroleum as lessee, recorded September 27, 1963 as Instrument No. 6120 of Official Records.

Affects: The land and other property.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

9. This item has been intentionally deleted.

The Following Matters Affect Parcel 2:

10. The effect of a recital in the deed from Citizens National Trust & Savings Bank of Los Angeles, a National Banking Association, recorded March 8, 1929 in Book 7445, Page 232, Official Records, that said Lot 27 is sold subject to the right of the United States of America and the City of Los Angeles or either of them to fill said property or cause said property to be filled to the grade as heretofore or hereafter established by either or both of them.

11. An oil and gas lease executed by Martha Dean Alexander as lessor and Apex Petroleum Corporation, Ltd., a Corporation as lessee, recorded October 8, 1956 in Book 52521, Page 380 of Official Records.

Real Estate Commissioner-recorded July 5, 1957 as Instrument No. 4105 in Book 54978, Page 193, Official Records.

(Affects Lot 26)

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

12. An oil and gas lease executed by Frank L. Alexander and Martha Dean Alexander as lessor and Apex Petroleum Corporation, Ltd., a Corporation as lessee, recorded September 5, 1957 as Instrument No. 3420 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

13. An agreement between Frank L. Alexander and Martha B. Alexander and Apex Petroleum Corporation, dated July 24, 1957 and Real Estate Commissioner September 5, 1957 as Instrument No. 3422, which among other things provide Frank L. Alexander and Martha D. Alexander herein has heretofore stated that they are willing to lease unto Apex Petroleum, a Corporation, Ltd., a Corporation, certain lots for development and producing operations under Apex Petroleum Ltd., a Corporation, Community Oil and Gas Lease, covering Tract 3083, in and as considered for use of surface of said hereinafter described property, Frank L. Alexander and Martha D. Alexander, agrees to pay to Apex Petroleum Corporation, Ltd., a Corporation, certain monthly payments from time development operations commencing until property is quitclaimed or leased otherwise terminated.

INFORMATIONAL NOTES

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy

- of any amendments to such statement (form GP-7), to be recorded in the public records;
2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOTS 24 AND 25 OF TRACT NO. 3083, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35 PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOTS 24 AND 25 OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, AS RESERVED BY FREDERICK D. ANDERSON AND RUTH M. ANDERSON, HUSBAND AND WIFE, IN DEED RECORDED APRIL 6, 1961 AS INSTRUMENT NO. 1170.

TOGETHER WITH THOSE PORTIONS OF HAWAIIAN AVENUE, ON THE WEST, KING AVENUE, ON THE EAST AND THAT ALLEY, NORTH OF "B" ST AND BETWEEN HAWAIIAN AVENUE AND KING AVENUE, WHICH WOULD PASS WITH THE LEGAL CONVEYANCE OF SAID LAND.

PARCEL 2:

LOTS 26 AND 27 OF TRACT NO. 3083, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35 PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF KING AVENUE, ON THE EAST, WHICH WOULD PASS WITH THE LEGAL CONVEYANCE OF SAID LAND.

EXCEPTING AND RESERVING ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER.

APN: 7417-008-905 and 7417-008-908 (Portion)

*******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.*******

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this

Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or

- any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.

5. Lack of a right:
 * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 * in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Status of Alley Vacation Proceedings

Exhibit C

Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Estelle M. Braaf, Esq.
Office of City Attorney,
425 S. Palos Verdes St.
San Pedro, CA 90731

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument is exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (Rev. & Tax Code § 11922)

GRANT DEED

("223 and 233 North King Avenue, Wilmington, CA90744 Grant Deed")

THIS GRANT DEED ("Deed") is made and entered into as of _____, 2010, by and between the CITY OF LOS ANGELES ("CITY"), a municipal corporation, and the STATE FISH CO., INC., a California corporation ("STATE FISH").

In consideration of the conditions and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

I. GRANT DEED

Subject to the sections below, CITY hereby grants to STATE FISH the real property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Real Property"). The grant provided for in this section is accepted concurrently with recording of this Grant Deed and the Certificate of Acceptance attached hereto.

II. ACCEPTANCE; WARRANTY DISCLAIMER

STATE FISH hereby accepts the Real Property "AS IS" WITH ALL FAULTS ON THE DATE OF THIS DEED WITH NO EXPRESS OR IMPLIED WARRANTIES BY CITY.

III. COVENANTS AND RESTRICTION

The following covenant by STATE FISH and CITY shall run with the land, shall bind the Real Property, shall be of benefit to CITY, and shall bind the successive owners of the Real Property described in this Deed.

RIGHT OF FIRST REFUSAL CONCERNING FUTURE SALE OF PROPERTY: STATE FISH hereby agrees, promises and covenants that, within three (3) years from the date of the close of escrow and recordation of this Grant Deed ("Closing"), before STATE FISH may sell the Real Property to a third party, STATE FISH shall first offer the Real Property to the CITY ("ROFR Offer") at the purchase price, used as consideration in connection with this Grant Deed, increased by the cumulative change in the Consumer Price Index ("CPI") for the period beginning on the date of the Closing occurs and ending on the date prior to when the ROFR Offer occurs. CITY shall have sixty (60) days from the date it receives the written ROFR Offer to accept said ROFR Offer. If CITY does not accept the ROFR Offer within said period, STATE FISH shall be free to accept a third-party offer. If STATE FISH does not enter into an agreement with the third party on said third-party offer and close the transaction within ninety (90) days from the Purchaser's receipt of such third-party offer, STATE FISH's right to sell the Real Property to the third party shall expire and the procedure described in this section shall again be applicable.

For purposes of this agreement, CPI shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California area, 1982-84=100 as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor index selected by Seller in its sole reasonable discretion.

IV. SUBJECT TO MATTERS OF RECORD

This Grant Deed is subject to all covenants, conditions, restrictions, reservations and other matters of record or apparent.

IN WITNESS WHEREOF, the parties to this Deed have duly executed it as of the day and year first written above.

“STATE FISH”

STATE FISH CO., INC., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“CITY”

CITY OF LOS ANGELES

By: _____
Geraldine Knatz, Executive Director, Harbor
Department

APPROVED AS TO FORM AND LEGALITY:

CARMEN TRUTANICH, City Attorney

By: _____
Estelle M. Braaf, Deputy

CITY's Acknowledgment

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

Parcel Legal Descriptions

Parcel 1- Lots 24 and 25 of Tract 3083, in the City of Los Angeles, County of Los Angeles, State of California, as shown on the map recorded in MB 35, page 63, in the office of the county recorder of said County.

Except all crude oil, petroleum gas, brea, asphaltum, and all kindred substances and other minerals under and in said land, as reserved by Fredrick D. Anderson and Ruth M. Anderson, husband and wife, in deed recorded April 6, 1961 as instrument number 1170.

Parcel 2- Lots 26 and 27 of Tract 3083, in the City of Los Angeles, County of Los Angeles, State of California, as shown on the map recorded in MB 35, page 63, in the office of the county recorder of said County.

Excepting and reserving all oil, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said land, together with the right to drill into, through, and to use and occupy all parts of said land lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances, or minerals from said lands but without, however, the right to use the surface of the land or any portion of said land within 500 feet of the surface for any purposes whatsoever.

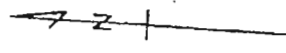


7417 | 8
SCALE 1" = 80'

2001

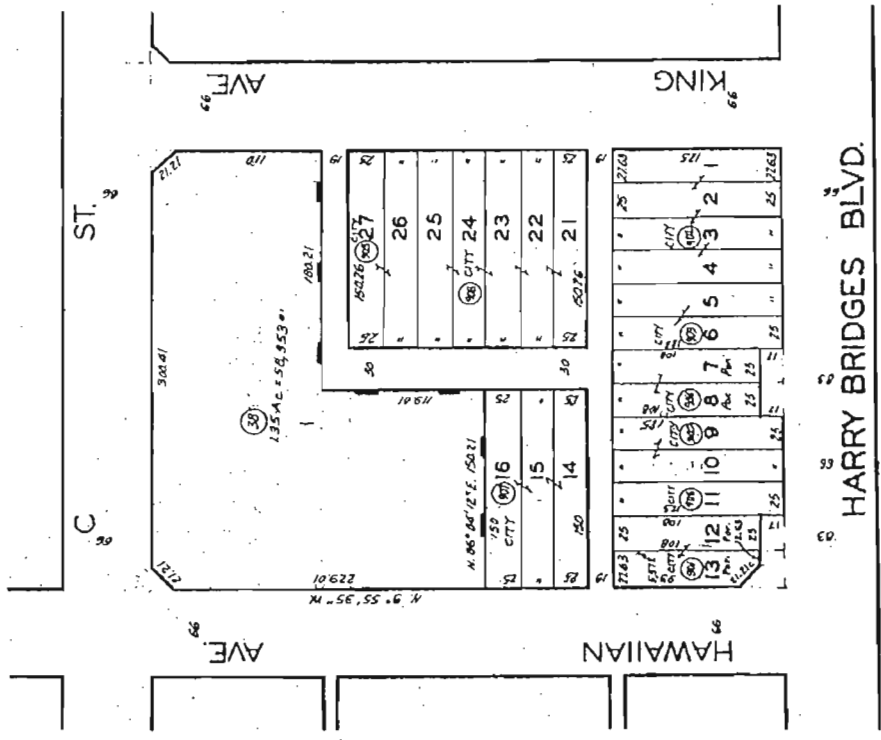
TRACI NO. 25881
M. B. 764 - 85 - 86

TRACT NO. 3083
M.B. 35 - 63



CODE
400

FOR PREV. ASSYMT. SEE: 942 - 50



11-9-64
11-8-62
9-15-62
6/10/63
6/10/63
70022611
670118X
TOWN OF
HOLLYWOOD
850219202-85
84834
807120030001-10
19910001000000-10
19910001000000-10
19910001000000-10
20001301000001-10

ORDER NO. _____

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the Purchase and Sale Agreement between the City of Los Angeles and State Fish Co., Inc., a California corporation ("State Fish") and the attached Grant Deed by the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners and City Council, which grants to State Fish the real property commonly known as 223 and 233 North King Avenue, Wilmington, CA 90732, and reserving to City a right of first offer, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the same on behalf of the City of Los Angeles upon this Order being approved by the City Council as described below.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the same to be presented to the City Council as provided in Section 385 of the Charter of the City of Los Angeles and Section 7.27 of the Administrative Code of the City of Los Angeles. If the Council shall approve this order and the proposed Ordinance by at least a two-thirds (2/3) vote as prescribed by Section 7.27 of the Administrative Code of the City of Los Angeles. The Order and Ordinance shall take effect 30 days after publication.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its Meeting of _____.

ROSE DWORSHAK, Board Secretary

APPROVED AS TO FORM

_____, 2010
CARMEN A. TRUTANICH, City Attorney

By _____
ESTELLE M. BRAAF, Deputy

March 10, 2010

From: Ken Melendez
Chair Wilmington Waterfront Development Subcommittee
1327 Hunt Terrace
Harbor City CA. 90710
(310) 530-4536

To: Geraldine Knatz, Ph.D.
Executive Director Port of Los Angeles

This letter is to inform you of the W.W.D.S. decision to support the sale of (4) lots located at 225 N. King Avenue APN7417008908, 227 N. King Avenue APN7417008908, 229 N. King Avenue APN7417008905 and 233 N. King Avenue APN7417008905 to State Fish Company. The W.W.D.S. made this decision after a lot of discussion and with input from all parties involved. As an advisory committee to the Port of Los Angeles we appreciate port staff working with us so that we could make an informed decision.

Sincerely

A handwritten signature in black ink that reads "Ken Melendez". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Ken Melendez Chair WWDS

RECOMMENDATION APPROVED
AND RESOLUTION NO. 10-6939 ADOPTED
BY THE BOARD OF HARBOR COMMISSIONERS



Executive Director's
Report to the

Board of Harbor Commissioners

5-20-10
6

May 20, 2010

Rose M. Dwarshak

SECRETARY

DATE: MAY 5, 2010

FROM: REAL ESTATE DIVISION

SUBJECT: RESOLUTION NO. 10-6939 - PROPOSED DECLARATION OF SURPLUS REAL PROPERTY AND OFFER TO SELL SUCH CITY OF LOS ANGELES HARBOR DEPARTMENT SURPLUS PROPERTY LOCATED AT 223 AND 233 NORTH KING AVENUE IN WILMINGTON AND INTEREST IN ABUTTING ALLEY

SUMMARY:

The City of Los Angeles Harbor Department (Harbor Department) owns property located at 223 and 233 North King Avenue in Wilmington and interest in the abutting alley (Transmittal No. 1). The vacant properties, which total 18,140 square feet, are no longer needed to further the Tidelands Trust purpose of maritime commerce, navigation, and fishery. Therefore, it is recommended that the properties be declared surplus and offered for sale.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find and declare that the property located at 223 North King Avenue (Assessor Parcel Number 7417-008-908, Lots 24 and 25) and 233 North King Avenue (Assessor Parcel Number 7417-008-905, Lots 26 and 27) and the underlying fee ownership in the abutting alley as surplus and offer to sell said properties;
2. Direct staff to comply with Los Angeles Administrative Code and California Government Code requirements for the sale of surplus property; and
3. Adopt Resolution No. 10-6939.

DISCUSSION:

Property Description – The land located at 223 and 233 North King Avenue was acquired under the Harbor Department's power of eminent domain, in 1999 and 2000, respectively, in connection with the Harry Bridges and Terminal Expansion Project (HBTE Project). The owner of each property agreed to sell their respective property before the case came to trial. The HBTE Project was designed to realign and widen Harry Bridges Boulevard, and provide for the expansion of the TraPac terminal at Berths 136-139.

Although the Harbor Department never proceeded with the HBTE Project, the properties were later reserved for the Wilmington Waterfront Development (WWD) Project.

SUBJECT: PROPOSED DECLARATION OF SURPLUS REAL PROPERTY AND OFFER TO SELL SURPLUS PROPERTY LOCATED IN WILMINGTON

By way of background, the WWD project requires various street closures which ultimately affect the access routes for the public, as well as trucks servicing State Fish Company (located directly adjacent to the WWD project area). To address the transportation issues created by the street closures, the Harbor Department's transportation plan included a new alleyway adjacent to the surplus properties, and south of State Fish Company's facility, as shown on Transmittal No. 1A. This proposed new public alley will separate the subject properties from the WWD project's boundaries; therefore, the properties are no longer required for the Harbor Department's use but are desirable to State Fish Company as explained below. The properties remain vacant and unimproved today, and the Harbor Department does not collect any revenues associated with these properties.

Further, as part of the WWD Project, the Harbor Department is currently in the process of vacating an existing alley which currently abuts the King Avenue properties in order to allow assemblage with adjacent properties. Typically, after public right-of-way is vacated, one-half of the ownership reverts to the adjacent property owners (one-half each side). In this case, the alley abuts property owned by State Fish Company and the Harbor Department properties located at 223 and 233 North King Avenue; therefore, the Harbor Department may only own half of the underlying fee interest in the alley. The Harbor Department does not require this property for its use. This property, along with the King Avenue properties, will be referred to collectively as the Subject Property.

Surplus Property Sale Process – In order to complete the disposition of the Subject Property, the Harbor Department is required to declare the properties surplus and follow the processes detailed in the City of Los Angeles (City) Administrative Code and the California Government Code, as applicable. Those processes begin with the Board making a Finding and a Declaration of Surplus Property and directing staff to proceed with the sale. Subsequent to that action, the following steps will need to be completed in order to sell the property:

- A property appraisal will be completed.
- The City Planning Department and the Harbor Department's Planning Division will evaluate the proposed property sale in relation to effects upon City/Harbor Department Land Use Plans.
- Harbor Department Real Estate Division will determine the exact ownership in the surplus alley.
- City departments and public agencies will be notified of the proposed sale, to determine whether such entities have interest in purchasing the property. This requires a minimum of a 60-day notice period.
- Review of property condition and title history for any required disclosures to potential buyers.
- Determination of which method of sale (competitive or private sale) is in the Harbor Department's and City's best interest.
- After the preceding steps have been completed, the Harbor Department would proceed with the sale and submit the resulting sale agreement for Board consideration, and subsequently to City Council for consideration.

SUBJECT: PROPOSED DECLARATION OF SURPLUS REAL PROPERTY AND OFFER TO SELL SURPLUS PROPERTY LOCATED IN WILMINGTON

State Fish Company has requested to purchase the Subject Property, in order to proceed with a long-planned redevelopment of its site. State Fish Company's planned redevelopment is estimated to create approximately 20 new jobs and additional tax revenue for the City. Based on the adjacent location to State Fish Company, the Real Estate Division will evaluate the benefits of a private sale of the Subject Property to State Fish Company. The private sale of the Subject Property to State Fish Company would require the Board and City Council to find that such a sale is in the best interest of the Harbor Department and a two-thirds approval vote by City Council.

Additionally, the Port Community Advisory Committee's Wilmington Waterfront Development Subcommittee has provided a letter of support concerning the sale of the Subject Property to State Fish Company (attached as Transmittal No. 3).

ENVIRONMENTAL ASSESSMENT:

The proposed action is a declaration of existing Harbor Department property at 223 and 233 North King Avenue in Wilmington and the abutting alley as surplus property and offering said property for sale. The property is currently vacant. The proposed action does not include any development on said property, which totals 18,140 square feet. Any other eventual use of said property would be subject to separate environmental review by another lead agency in accordance with the California Environmental Quality Act (CEQA), because said property would be removed from the control and authority of the Harbor Department. As such, the Director of Environmental Management has determined that the proposed action is exempt from the requirements of CEQA under Article III, Class 12 of the Los Angeles City CEQA Guidelines.

ECONOMIC BENEFITS:

This Board action will have no direct employment effect in our five-county region.

FINANCIAL IMPACT:

Declaration of property as surplus directs staff to proceed with City and other governmental regulations, as described under the "Surplus Property Sale Process" discussion above. The immediate financial impact of this are the expenditures associated with completing this initial process: \$5,000 for an appraisal, \$7,000 for title insurance and escrow fees, and \$27,000 for an updated environmental site assessment, for a total of \$42,000.

Funds in the amount of \$5,000 for the appraisal are available in the Fiscal Year 2009/2010 Operating Budget, in Center No. 0424, Account No. 54250, Program No. 000. Funds in the amount of \$7,000 for the title insurance and escrow fees are available in the Fiscal Year 2010/2011 Operating Budget, in Center No. 0424, Account No. 54250, Program No. 000. Funds in the amount of \$27,000 for the updated environmental site assessment are available in the Fiscal Year 2009/2010 Operating Budget, in Center No. 7000, Account No. 21995, Program No. 000.

DATE: MAY 5, 2010

PAGE 4 OF 4

**SUBJECT: PROPOSED DECLARATION OF SURPLUS REAL PROPERTY AND
OFFER TO SELL SURPLUS PROPERTY LOCATED IN WILMINGTON**

Once a purchase and sale agreement has been negotiated with a potential buyer, the Harbor Department will present it to the Board for approval under a separate future action. At that time, the financial impact of the recommended action will be presented in more detail, including the appraised value of the Subject Property, likely value of proceeds to the Harbor Department.

CITY ATTORNEY:

All documents associated with the Declaration and Offer to Sell necessary to conclude this transaction are subject to approval as to form by the Office of the City Attorney.

TRANSMITTALS:

1. Site Map
2. Letter of Support

FIS Approval: WR (initials)


MICHAEL J. GALVIN II
Director of Real Estate Division


KATHRYN McDERMOTT
Deputy Executive Director

APPROVED:


GERALDINE KNATZ, Ph.D.
Executive Director

MJG:BG:MK:raw
Author: M. Katnich
BL335raw State Fish Surplus Sale

RECEIVED
OFFICE OF
SECRETARY
10 MAY 13 PM 1:38
CITY OF LOS ANGELES
BOARD OF HARBOR
COMMISSIONERS