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For Environmental Justice, GrowGood, Inc. and
Shelter Partnership Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

THE SALVATION ARMY, a California non-profit
religious corporation, EAST YARD
COMMUNITIES FOR ENVIRONMENTAL
JUSTICE, a non-profit corporation; GROWGOOD
INC., a non-profit corporation; and SHELTER
PARTNERSHIP, a non-profit corporation,

Petitioners/Plaintiffs,

v.

CITY OF BELL, CALIFORNIA, a public entity; and
Does 1-100, Inclusive,

Respondents/
Defendants,

CEMEX CONSTRUCTION MATERIALS
PACIFIC, LLC, a Delaware Corporation; and PI
BELL, LLC, a Delaware Corporation,

Real Parties in Interest

CASE NO.: 19STCP00693

**DECLARATION OF DAVID PETTIT IN
SUPPORT OF PETITIONERS' REPLY
BRIEF**

Date: Friday, November 13

Time: 9:00 AM

Dept.: G

Assigned for all purposes to: Hon. John A.
Torribio, Department G, Norwalk Courthouse

1 I, David Pettit, declare the following:

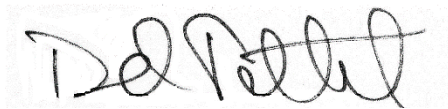
2 1. I am an attorney licensed to practice in the State of California. I make this
3 Declaration of my own personal knowledge.

4 2. I am the attorney of record for Petitioners The Salvation Army, East Yard
5 Communities for Environmental Justice, GrowGood Inc., and Shelter Partnership in this
6 case.

7 3. I participated in settlement negotiations in this matter with counsel for the City of
8 Bell and Cemex around the time of the Design Review Board hearings in early 2019. Due to
9 disagreements over the use of K Street by Cemex, the parties were unable to reach a
10 settlement.

11 4. At my direction, staff at NRDC prepared the summary and tables attached as **Exhibit**
12 **A** to this Declaration. Table 1 depicts the Conditions of Approval contained in Exhibit D to
13 the Development Agreement, compared to the conditions that the Design Review Board
14 included in its 2019 resolution approving the CEMEX project. Table 2 depicts design-related
15 Conditions of Approval contained in Exhibit D to the Development Agreement that the
16 Design Review Board excluded in its approval of the CEMEX project.

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18 I declare under penalty of perjury under the laws of the State of California that the preceding
19 is true and correct. Executed on October 29, 2020 at Santa Monica, California.

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DAVID PETTIT

Exhibit A

Summary

The following tables were created by comparing the Development Agreement's listed Conditions of Approval (BELL 329-356) with the Design Review Board's Conditions of Approval in approving the CEMEX project (BELL 451-460).

Table 1, DA Conditions of Approval Excluded from the DRB's Conditions of Approval, illustrates the full list of Development Agreement Conditions of Approval that the Design Review Board omitted from their project approval. The DRB omitted 113 out of 129 total DA conditions. The DRB included 14 DA conditions in full, and 2 in part.

Table 2, Design-Related DA Conditions of Approval Excluded from the DRB's Project Approval, lists Development Agreement Conditions of Approval that specifically relate to design requirements applicable to Parcel A, that the Design Review Board excluded from its resolution approving the project. The DRB failed to include 31 design related conditions of the DA.

TABLE 1. DA Conditions of Approval Excluded from the DRB's Conditions of Approval

DA Condition of Approval	Description	Included in DRB's Conditions of Approval?	DRB's Modifications to DA Conditions
1.1	Indemnification	Yes	
1.2	Precedence of Conditions	No	
1.3	Authority to Approve	No	
1.4	Covenants Conditions and Restrictions	No	
1.5	Trust Deposit Account	No	
1.6	Fixed Fee Services	No	
1.7	Other Agency Fees	No	
1.8	Approvals Required on Plans	No	
1.9	Site to be Developed in accordance to DA	No	
1.10	Plans to include conditions of approval (& Env. Mitigations)	No	
2.1	Time Limits – parcels F,G,H	No	
2.2	Time Limits – Parcel A	No	
3.1	Maximum Building Area	No	
3.2	Land Uses (in compliance with DA)	No	
3.3	Site Development and Maintenance	No	
3.4	Site Plan	No	
3.5	Parcel A – 1st street secondary access way abandonment or relocation	No	
4.1	Building Design – Architecture and Building Materials	No	
4.2	Building Design – Energy Efficient and Sustainable Building Design	No	

DA Condition of Approval	Description	Included in DRB's Conditions of Approval?	DRB's Modifications to DA Conditions
4.3	Building Design – conditions of approval prior to acceptance for plan check	No	
5.1	Parking lot circulation plan	No	
5.2	Parking, Loading, Access and on-site circulation design	Yes	DA Condition: 5.2(c) “Handicap accessible stalls shall be provided as called for in the Bell Municipal Code. ” Resolution Condition: 5.2 (c) “... as called for in the California Building Code.”
5.3	# of parking spaces	No	
5.4	Parking space size	No	
5.5	Loading Areas	No	
5.6	Center swales prohibited	No	
6.1	Trip reduction compliance (Cat. 5 telephone cable or optic cable)	Yes	
7.1	GHG/AQ Design – EV parking	Yes	
7.2	GHG/AQ Design – black asphalt reduction	Yes	
7.3	GHG/AQ Design – exterior electrical outlets	Yes	
7.4	GHG/AQ Design – bike parking	No	
7.5	GHG/AQ Design – pedestrian access to transit stops	No	
7.6	GHG/AQ Design – showers & lockers for employees	No	
7.7	GHG/AQ Design – short-term bike parking	No	
7.8	GHG/AQ Design – bike lanes	No	
7.9	GHG/AQ Design – design to facilitate transit access	No	

DA Condition of Approval	Description	Included in DRB's Conditions of Approval?	DRB's Modifications to DA Conditions
7.1	GHG/AQ Design – water use reduction	No	
7.11	GHG/AQ Design – comply w/state standards (CALGREEN)	Yes	
7.12	GHG/AQ Design – transport. Info. display	No	
7.13	GHG/AQ Design – truck access signs	Yes	
7.14	GHG/AQ Design – measures to reduce vehicle miles traveled	No	
7.15	GHG/AQ Design – design shall ensure project energy efficiencies surpass 2008 Cal. Efficiency standards	No	
8.1	Landscaping plans	No	
8.2	Water conservation design	No	
8.3	Water supply	No	
9.1	Signs - conceptual	No	
9.2	Signs - program	No	
10.1	Planning approval required	No	
10.2	Plan submittals	No	
10.3	Interior air quality	No	
10.4	Construction access plan	No	
10.5	Calculations	No	
10.6	Licenses and workman's comp	No	
10.7	Permits for fences	No	
10.8	Certificate of occupancy	No	
11.1	Site Development – plan submittal	No	
11.2	Site Development – school fees	No	

DA Condition of Approval	Description	Included in DRB's Conditions of Approval?	DRB's Modifications to DA Conditions
11.3	Site Development – construction hours	No	
11.4	Site Development – construction traffic plan	No	
11.5	Site Development – noise control	Yes	
12.1	New Structures – tenant improvement plan	No	
13.1	Existing Structures - slabs	No	
13.2	Existing Structures – sewage	No	
13.3	Existing Structures – underground utilities	No	
13.4	Existing Structures – asbestos & LBP	No	
14.1	Grading Plan Requirement	No	
14.2	Preliminary Soils Report	No	
14.3	Final Grading Plans	No	
14.4	GHG/AQ – construction phase and SCAQMD Rule 403 & 402 compliance	Partially	Resolution only deals with construction phase compliance and omits part about SCAQMD 403 and 402 compliance – “in compliance with [rule 403], excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures...In addition, [Rule 402] requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site.”
14.5	GHG/AQ – Further construction conditions	Partially	Omits (g)-(i) Clean Truck Program conditions
14.6	Grading plan approval	No	
14.7	Grading plan checklist required	No	
14.8	Public resources code compliance	No	

DA Condition of Approval	Description	Included in DRB's Conditions of Approval?	DRB's Modifications to DA Conditions
14.9	Final grading compliance w/ parcel map	No	
14.1	Paleontological resources protection	No	
14.11	Grading agreement required	No	
14.12	Groundcover required	No	
14.13	Environmental Assessment Mitigations completed	No	
15.1	Traffic – Sight distances maintained	Yes	
15.2	Traffic management plan req'd	Yes	
15.3	Traffic management plan approval/implementation	Yes	
15.4	Traffic controls at entry	Yes	
15.5	Driveway access req'd during business hours	No	
15.6	On-street parking or staging of vehicles prohibited	Yes	
16.1	Street Improvements (SI) – Rickenbacker improvements	No	
16.2	SI – Rickenbacker improvements right of entry	No	
16.3	SI – Public improvements construction phasing	No	
16.4	SI – Improvement Plan requirements	No	
16.5	SI – Coordination with adjacent improvements	No	
16.6	SI – SI Design standards	No	

DA Condition of Approval	Description	Included in DRB's Conditions of Approval?	DRB's Modifications to DA Conditions
16.7	SI – Sewer & water improvement plans approval	No	
17.1	Landscaping & irrigation plan review and approval	No	
17.2	Landscaping & irrigation maintenance	No	
18.1	Drainage & flood control	No	
18.2	Drainage & flood control	No	
18.3	Drainage & flood control	No	
18.4	Drainage & flood control	No	
18.5	Drainage & flood control	No	
18.6	Drainage & flood control	No	
18.7	Drainage & flood control	No	
18.8	Drainage & flood control	No	
18.9	Drainage & flood control	No	
18.1	Drainage & flood control	No	
18.11	Drainage & flood control	No	
18.12	Drainage & flood control	No	
18.13	Drainage & flood control	No	
18.14	Drainage & flood control	No	
19.1	Final Parcel Map	No	
19.2	Final Parcel Map	No	
19.3	Final Parcel Map	No	
19.4	Final Parcel Map	No	
19.5	Final Parcel Map	No	
19.6	Final Parcel Map	No	
19.7	Final Parcel Map	No	
20.1	Utilities	No	

DA Condition of Approval	Description	Included in DRB's Conditions of Approval?	DRB's Modifications to DA Conditions
20.2	Utilities	No	
20.3	Utilities	No	
21.1	Security lighting	No	
21.2	Security Lighting	No	
21.3	Security Lighting	No	
22.1	Security Gates	No	
23.1	Building numbering	No	
24.1	Fire Dept. plan check	No	
24.2	Fire access roadway plan req'd	No	
25.1	Cultural marker/art display	No	
26.1	Jobs	No	
26.2	Jobs	No	
26.3	Jobs	No	
26.4	Jobs	No	

TABLE 2. Design-Related DA Conditions of Approval Excluded from the DRB's Project Approval

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
3.4	Site Plan	<p>Prior to acceptance for plan check, site plans and landscaping plans for individual parcels shall be revised to reflect the conditions of approval listed herein and to include the following. Submittals shall be subject to the review and approval of the Community Development Director or Designee. Modifications shall require additional approval of the Community Development Director and may be referred to the Planning Commission or City Council at the Director's discretion.</p> <p>a. Driveway Design. Driveways providing access to a parcel from Rickenbacker or 6th Street shall be designed to include stamped and colored concrete. Color and design shall be approved by the Community Development Director prior to construction.</p> <p>b. Lighting Plan. A lighting plan, including a photometric diagram, shall demonstrate that all on-site lighting will be shielded and that direct light will be confined within site boundaries. Parking lot and security lighting shall be clearly identified and be full cut-off fixtures preventing light above the horizontal plane of the fixture. Direct light spill-off shall not be permitted onto public rights of way or adjacent properties or be allowed to create a public nuisance.</p> <p>c. Trash Receptacles. These facilities are required and shall meet City standards for access, location and screening. The screening structure and landscaping shall complement the design of the main building and the project landscaping by employing similar materials and colors. Trash enclosures shall include a decorative cover and automatic locking solid metal doors. The design of the decorative cover shall be subject to separate review and approval by the Community Development Department.</p> <p>d. Utilities. All ground-mounted utility appurtenances, including but not limited to transformers, AC condensers, or back flow preventers, shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping. The location shall be approved by the Community Development Department prior to installation.</p>	<p>Considered utility design but not other criteria. (BELL 448)</p>

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
		<p>e. Addresses. All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination.</p> <p>f. Security of Privacy Walls and Fences. Walls and fencing shall be designed to complement the main building on the parcel by using similar colors or decorative materials. Masonry walls along the property lines shall be required on the rear and side yard areas as described in the Development Agreement Attachment __ Scope of Development not fronting on Rickenbacker Road. Use of barbed wire or concertina wire is prohibited.</p>	
3.5	Parcel A – 1st street secondary access way abandonment or relocation	Parcel A- 1st Street/Secondary Access Way Abandonment or Relocation. The Developer shall, prior to termination of the lease, notify the City of their intent to either relocate or abandon the 1st Street/Secondary access way on the east property line connecting to K Street to the south and the railroad tracks to the north. Said relocation or abandonment shall be processed as a new entitlement.	No
4.1	Building Design – Architecture and Building Materials	All parcels shall be developed and maintained in accordance with the approved plans which include site plans, landscape plans building floor plans, architectural elevations, list of approved exterior materials and colors on file in the Community Development Department, the Bell Business Center Development Agreement, the conditions contained herein, and the Zoning Code.	No
4.2	Building Design – Energy Efficient and Sustainable Building Design	Energy Efficient and Sustainable Building Design. All buildings developed on Parcels A, F, G and H shall promote sustainable and energy efficient practices and shall be designed so that they can be constructed and operated in a manner that meets or exceeds the standards for a LEED (Leadership in Energy and Environmental Design) GOLD certified building.	No
4.3	Building Design – conditions of approval prior to acceptance for plan check	<p>Building Design: All Parcels.</p> <p>Prior to acceptance for plan check, building plans for individual parcels shall be revised to reflect the conditions of approval listed herein and to include the following. Submittals shall be subject to the review and approval of the Community Development Director or Designee.</p> <p>a. Modification Approval. No exterior structural alterations or building color change, other than those colors or building treatments originally approved by this</p>	Considered building consistency with color & materials board, but not other

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
		<p>application, shall be permitted without the prior approval of the Community Development Director.</p> <p>b. Roof-Mounted Equipment and Projections. All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections shall be screened from all sides and the sound shall be buffered from adjacent properties and streets as required by the Planning Division. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the Community Development Director. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically more than 18 inches above the roof or roof parapet, shall be screened by an architecturally designed enclosure which exhibits a permanent nature with the building design and is detailed consistent with the building. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically less than 18 inches above the roof or roof parapet shall be painted consistent with the color scheme of the building. Details shall be included in building plans.</p> <p>c. Roll-up Doors. Roll-up doors and service doors shall be painted to match main building colors.</p> <p>d. A color and materials board for all exterior colors shall be submitted to the Community Development Director for approval. All approvals must be obtained prior to installation. Colors and materials shall be approved separately from the working drawings.</p> <p>e. All building drainage shall be interior with no exterior downspouts or gutters.</p> <p>f. The location of all backflow devices shall be approved by the City prior to installation. Backflow devices shall be located the greatest extent possible from the front property line.</p> <p>g. Tarps are prohibited from use as carports, patio covers, shade covers, and covers for outdoor storage in all front and side yard setback areas, rear yard areas and over circulations areas.</p> <p>h. The installation of exterior security doors, gates, and window coverings, including but not limited to bars, grills, and overhead roll down doors, or any</p>	<p>criteria. (BELL 448)</p>

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
		exterior mounted covering of any type, shall be prohibited, except that burglar bars shall be allowed on rooftop skylights and roll up dock loading doors shall be allowed in truck courts and loading areas per plan.	
5.4	Parking space size	a. Conventional Parking Spaces. Minimum dimensions shall be 9 feet by 20 feet. b. Compact parking spaces. Minimum dimensions shall be 8 feet by 18 feet. The number of compact spaces shall not exceed 20% of required spaces.	No
5.5	Loading Areas	Design of loading areas shall be subject to the review and approval of the Community Development Director or Designee. c. Parcels A and F, without railroad spur access (as reflected in all other EIR site plan options): Loading areas may be permitted fronting on Rickenbacker Road. Location and design will be subject to the review and approval of the Community Development Director. Trucks loading along Rickenbacker shall be screened with decorative walls and/or mounded landscaping.	No
7.4	GHG/AQ Design – bike parking	Developer shall provide secure, weather-protected bicycle parking for employees.	No
7.5	GHG/AQ Design – pedestrian access to transit stops	Developer shall provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	No
7.6	GHG/AQ Design – showers & lockers for employees	Developer shall provide showers and lockers for employees bicycling or walking to work.	No
7.7	GHG/AQ Design – short-term bike parking	Developer shall provide short-term bicycle parking for retail customers and other non-commute trips.	No
7.8	GHG/AQ Design – bike lanes	Developer shall connect bicycle lanes/paths to city-wide network as available.	No
7.9	GHG/AQ Design – design to	Developer shall design and locate buildings to facilitate transit access, e.g. locate building entrances near transit stops, eliminate building setbacks, etc.	No

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
	facilitate transit access		
7.10	GHG/AQ Design – water use reduction	To reduce energy demand associated with potable water conveyance, the Project shall implement the following: a. Landscaping palette emphasizing drought tolerant plants; b. Use of water-efficient irrigation techniques; c. U.S. EPA Certified WaterSense labeled or equivalent faucets, high efficiency toilets (HET's), and water-conserving shower heads.	No
7.12	GHG/AQ Design – transport. Info. display	Developer shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents.	No
7.14	GHG/AQ Design – measures to reduce vehicle miles traveled	The Project will reduce vehicle miles travelled and emissions associated with trucks and vehicles by implementing the following measures: a. Pedestrian and bicycle connections shall be provided to surrounding areas consistent with the City's General Plan. b. Preferential parking (striped and signed) shall be provided for carpools and vanpools.	No
7.15	GHG/AQ Design – design shall ensure project energy efficiencies surpass 2008 Cal. Efficiency standards	In order to reduce Project-related air pollutant and greenhouse gas (GHG) emissions, and promote sustainability through conservation of energy and other natural resources, building and site plan designs shall ensure that the Project energy efficiencies surpass (exceed) applicable (2008) California Title 24 Energy Efficiency Standards by a minimum of 15 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit.	No
8.1	Landscaping plans	Landscaping Plans For each parcel, detailed landscape and irrigation plans shall be prepared by a licensed landscape architect and submitted for Community Development Director for review and approval prior to the issuance of building permits. The plan shall include:	No

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
		a. Final design of the perimeter parkways, walls, landscaping, and sidewalks. b. A minimum of 30% of trees planted within industrial projects shall be specimen size trees - 24-inch box or larger. c. Within parking lots visible to the public, trees shall be planted at a rate of one 1 5-gallon tree for every five parking stalls. d. Trees planted in the front yard setback shall be a minimum 36" box tree. e. Trees shall be planted in areas of public view adjacent to and along structures at a minimum rate of one tree per 30 linear feet of building. f. Turf in front setback areas will include mounded sod, foundation planting and shrubs. g. Screening of parking and ground-mounted utilities shall be accomplished through the use of plant materials, walls and mounding. h. All landscaped areas shall be supplied with automatic irrigation systems	
8.2	Water conservation design	Water Conservation Design. Landscaping and irrigation shall be designed to conserve water through the principles of water efficient landscaping and meet all applicable City of Bell standards.	No
8.3	Water supply	Water Supply. a. The Developer will install water efficient devices and landscaping according to the requirements of the California Water Company's water use efficiency ordinance(s), if any, at the time of construction of the Project to reduce the impact of this project on regional water supplies. b. Prior to project construction, the Developer is required to meet with California Water Company staff to develop a plan of service. The plan of service will include, but not be limited to, water, wastewater, and recycled water requirements to serve the project. c. The majority of landscaped areas in the project will be designed to use recycled water to the greatest extent possible and to the degree such recycled water service is provided to the site by the California Water Company. d. To reduce demand upon the local water system, the Project shall implement the	No

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
		following: <ul style="list-style-type: none"> • Landscaping palette emphasizing drought tolerant plants; • Use of water-efficient irrigation techniques; • U.S. EPA Certified WaterSense labeled or equivalent faucets, high efficiency toilets (HET's), and water-conserving shower heads. 	
14.1	Grading - Plan Requirements	Sets of conceptual grading plan that shows APN; area of subject property; building setback lines for front, sides and rear of each lot per the zoning of the site; existing land uses of surrounding properties; existing and proposed topographic contour lines with key elevations; drainage pattern with direction of flow; location of onsite and off-site existing and proposed drainage facilities; existing and proposed right of way including curb, gutter, sidewalk, fire hydrants, water line sewer line and street lights; physical features on the property lines such as fences, walls, power poles building to be demolished, slopes etc.; proposed pad elevations of buildings; cross sections showing the relationship of the proposed grading to that of surrounding grades; typical street cross sections with proposed construction notes for public improvements; existing and proposed onsite and off-site water and sewer systems; location of landscaping areas. The existing improvements shall be depicted using a dashed line, and proposed improvements shall be drawn in a solid line. No alley type gutters shall be permitted in driveway isles between parking lot areas.	No
14.12	Groundcover required	Groundcover required. All slope banks in excess of 5 feet in vertical height shall be seeded with native grasses or planted with ground cover for erosion control upon completion of grading or some other alternative method of erosion control shall be completed to the satisfaction of the Building and Safety Official. In addition, a permanent landscape irrigation system shall be provided.	No
14.13	Environmental Assessment Mitigations completed	The mitigations defined in the Environmental Assessment Phase 1 and 2 shall be completed prior to Site Plan Approval. To the extent that any contamination or other environmental issues are discovered by virtue of such assessments or other environmental reports that require remediation, developer shall be required to remediate such matters prior to issuance of grading permits.	No

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
18.8	Drainage & flood control	10-Year and 100-Year Storm Flow Containment. Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the street from curb to curb and the 100-year storm flows shall be contained within the street right-of-way. When either of these criteria is exceeded, additional drainage facilities shall be installed. At the same time, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by the City Engineer.	No
18.9	Drainage & flood control - Drainage Design	All parcels shall drain toward the street unless otherwise approved by the City Engineer. The drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system in accordance with City standards.	No
18.1	Drainage & flood control - Off-Site Drainage Disposal	The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval of the City Engineer. The City does allow use of streets for drainage purposes in most instances. Should the quantities exceed the street capacity or if the use of streets is prohibited for drainage purposes, the developer shall provide adequate facilities as approved by the City Engineer.	No
20.2	Utilities	Compliance with Other Utility and Public Service Agency Requirements. Water and sewer plans shall be designed and constructed to meet the requirements of the Los Angeles County Sanitation District (Sanitation district), California Water Service Company (Cal Water), and the County of Los Angeles Fire Department (Fire Department). Letters of compliance from the Sanitation District, Cal Water, and the Fire Department are required prior to final map approval or issuance of permits, whichever occurs first.	No
21.1	Security lighting	All parking, common, and storage areas shall be lighted to maintain a minimum of 1 -foot candle power. These areas should be lighted from sunset to sunrise and be on photo sensed cell.	No

DA Condition of Approval	Description	DA Condition Text	Did DRB discuss?
21.2	Security Lighting	All buildings shall have minimal security lighting to eliminate dark areas around the buildings, with direct lighting to be provided by all entryways. Lighting shall be consistent around the entire development.	No
21.3	Security Lighting	Lighting in exterior areas shall be in vandal-resistant fixtures.	No
25.1	Cultural marker/art display	The Developer shall establish a historical marker and/or a permanent public art display which illustrates the cultural and historical significance of the Sleepy Lagoon in the surrounding community and Greater LA Basin. The design of the display, which will be intended to recognize both the cultural significance of Sleepy Lagoon as a meeting place as well as it's historical role in the incident and trial of 1942, shall be subject to review by City staff with input from designated local groups.	No

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PROOF OF SERVICE

I, Mariela Manzo, declare that I am over the age of 18 and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is: 1314 Second Street, Santa Monica, California 90401, which is located in the county where the mailing described below occurred. On October 29, 2020, I served true copies of the following document(s) described as:

Declaration of David Pettit in Support of Petitioners' Reply Brief

- ☐ **BY MAIL** – I deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the organization’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Santa Monica, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE** – I caused such envelope to be delivered by a process server employed by Nationwide Legal LLC.
- ☒ **BY ELECTRONIC TRANSMISSION** – I transmitted a PDF version of this document by electronic mail to the party(s) identified on the attached service list using the email address(es) indicated:
- ☐ **BY OVERNIGHT DELIVERY** – I deposited such enveloped for collection and delivery by Federal Express Overnight Delivery service, with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing of correspondence for overnight delivery by Federal Express. It is deposited with Federal Express on that same day in the ordinary course of business.

Please see attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 29, 2020, at Santa Monica, California.

Mariela Manzo



Printed Name

Signature

SERVICE LIST

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10 For Environmental Justice, GrowGood, Inc. and
11 Shelter Partnership Inc.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9
10 IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

11 THE SALVATION ARMY, a California non-profit
12 religious corporation, EAST YARD
13 COMMUNITIES FOR ENVIRONMENTAL
14 JUSTICE, a non-profit corporation; GROWGOOD
15 INC., a non-profit corporation; and SHELTER
16 PARTNERSHIP, a non-profit corporation,

16 Petitioners/Plaintiffs,

17 v.

18 CITY OF BELL, CALIFORNIA, a public entity; and
19 Does 1-100, Inclusive,

20 Respondents/
21 Defendants,

22
23 CEMEX CONSTRUCTION MATERIALS
24 PACIFIC, LLC, a Delaware Corporation; and PI
25 BELL, LLC, a Delaware Corporation,

26 Real Parties in Interest
27
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CASE NO.: 19STCP00693

**DECLARATION OF LAURA CORTEZ IN
SUPPORT OF PETITIONERS' REPLY
BRIEF**

Date: Friday, November 13

Time: 9:00 AM

Dept.: G

Assigned for all purposes to: Hon. John A.
Torribio, Department G, Norwalk Courthouse

1 I, Laura Cortez, declare the following:

2 1. I make this declaration of my own personal knowledge.

3 2. I am the co-Executive Director of East Yard Communities For Environmental Justice,
4 one of the Petitioners in this case. I am submitting this Declaration to describe observations
5 that I have personally made of rail operations relating to the Cemex site in Bell, California.

6 3. There are 2 sites where I have seen gravel for CEMEX on railcars. One is on the
7 Slauson-UP rail overpass, over the 710 freeway. The other is at the north end of the CEMEX
8 facility, North of Rickenbacker, South of Lindbergh Ln., East of the 710 N.

9 4. On the Slauson-UP rail overpass site, on two occasions I have seen at least 25 rail
10 cars of gravel (small rocks) on the overpass. Both times the boxes were parked above the
11 Slauson-UP, that is, unmoving, as I passed them heading North or South on the 710. The first
12 occasion was during early summer 2020; the second occasion during late summer 2020 on a
13 weekend morning. During both occasions the train cars were uncovered with the gravel
14 showing a peak in the middle that was clearly visible from the freeway though the overpass is
15 much higher than my car. On both occasions I could see the boxes on the overpass as well as
16 up against the west side of the 710 freeway. On the first occasion, I specifically remember I
17 was heading home on the 710 S, and because its slightly downhill I could see the gravel
18 boxes, uncovered, on the overpass and next to the 710 (going towards Bell/Commerce). The
19 second occasion was Saturday October 17 about 9-9:15am; a friend and I were heading to
20 another friend's in City Terrace and were taking the 710 North where I pointed out the train
21 on the UP overpass. The rail cars were not moving and like the first sighting, had uncovered
22 gravel that stuck out above the box line.

23 5. On the CEMEX site, I have seen witnessed rail cars full of gravel many times since
24 2019, probably 15-20 times. Every time I see the rail cars full of gravel, they are parked there
25 uncovered as far as I can see from the freeway, at least 12 rail cars full of gravel.

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1 I declare under penalty of perjury under the laws of the State of California that the preceding
2 is true and correct. Executed on October 27, 2020 at Los Angeles, California.

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LAURA CORTEZ

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PROOF OF SERVICE

I, Mariela Manzo, declare that I am over the age of 18 and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is: 1314 Second Street, Santa Monica, California 90401, which is located in the county where the mailing described below occurred. On October 29, 2020, I served true copies of the following document(s) described as:

Declaration of Laura Cortez in Support of Petitioners' Reply Brief

- ☐ **BY MAIL** – I deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the organization’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Santa Monica, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE** – I caused such envelope to be delivered by a process server employed by Nationwide Legal LLC.
- ☒ **BY ELECTRONIC TRANSMISSION** – I transmitted a PDF version of this document by electronic mail to the party(s) identified on the attached service list using the email address(es) indicated:
- ☐ **BY OVERNIGHT DELIVERY** – I deposited such enveloped for collection and delivery by Federal Express Overnight Delivery service, with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing of correspondence for overnight delivery by Federal Express. It is deposited with Federal Express on that same day in the ordinary course of business.

Please see attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 29, 2020, at Santa Monica, California.

Mariela Manzo



Printed Name

Signature

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9 The Salvation Army, East Yard Communities
10 For Environmental Justice, GrowGood, Inc. and
11 Shelter Partnership Inc.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9
10 IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

11 THE SALVATION ARMY, a California non-profit
12 religious corporation, EAST YARD
13 COMMUNITIES FOR ENVIRONMENTAL
14 JUSTICE, a non-profit corporation; GROWGOOD
15 INC., a non-profit corporation; and SHELTER
16 PARTNERSHIP, a non-profit corporation,

16 Petitioners/Plaintiffs,

17 v.

18 CITY OF BELL, CALIFORNIA, a public entity; and
19 Does 1-100, Inclusive,

20 Respondents/
21 Defendants,

22
23 CEMEX CONSTRUCTION MATERIALS
24 PACIFIC, LLC, a Delaware Corporation; and PI
25 BELL, LLC, a Delaware Corporation,

26 Real Parties in Interest
27
28

CASE NO.: 19STCP00693

**DECLARATION OF GIDEON KRACOV
IN SUPPORT OF PETITIONERS' REPLY
BRIEF**

Date: Friday, November 13

Time: 9:00 AM

Dept.: G

Assigned for all purposes to: Hon. John A.
Torribio, Department G, Norwalk Courthouse

1 I, Gideon Kracov, declare the following:

2 1. I am an attorney licensed to practice in the State of California. I make this
3 Declaration of my own personal knowledge.

4 2. I was counsel of record for the Petitioners in *East Yard Communities For*
5 *Environmental Justice and Mark Lopez v. City of Bell, et al.*, Los Angeles Superior Court
6 Case No. 172136 (the “*East Yard* case”).

7 3. Attached hereto as **Exhibit A** is a true and correct copy of The City of Bell’s brief in
8 opposition to Petitioners’ motion to amend their complaint to add three new plaintiffs in the
9 *East Yard* case.

10 4. Attached hereto as **Exhibit B** is a true and correct copy of the PI BELL LLC real
11 parties in interest brief in opposition to Petitioners’ motion to amend their complaint to add
12 three new plaintiffs in the *East Yard* case.

13 5. Attached hereto as **Exhibit C** is a true and correct copy of Petitioners’ reply brief
14 regarding Petitioners’ motion to amend their complaint to add three new petitioners in the
15 *East Yard* case.

16 6. The *East Yard* case settled and the operative complaint was dismissed before
17 Petitioners’ motion to amend their complaint was ruled on.

18
19 I declare under penalty of perjury under the laws of the State of California that the preceding
20 is true and correct. Executed on October 29, 2020 at Los Angeles, California.

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GIDEON KRACOV

Exhibit A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

EAST YARD COMMUNITIES FOR
ENVIRONMENTAL JUSTICE; MARK
LOPEZ,

Petitioners,

v.

CITY OF BELL; BELL PUBLIC
FINANCING AUTHORITY; and DOES 1
through 5,

Respondents.

PI BELL, LLC; PI BELL PARCEL I, LLC; PI
BELL PARCEL II, LLC; PI BELL PARCEL
III, LLC; PI BELL PARCEL IV, LLC; PI
BELL PARCEL V, LLC; PD
MECHANICAL, INC., CEMEX, INC.; and
DOES 6 through 10,

Real Parties in Interest.

Case No. BS172136

**RESPONDENTS, CITY OF BELL'S
OPPOSITION TO MOTION FOR LEAVE
TO FILE A SECOND AMENDED
PETITION ADDING THREE NEW
PETITIONERS**

Date: September 4, 2018
Time: 1:30 p.m.
Dept: 15

Action Filed: January 22, 2018
Trial Date: December 7, 2018

Respondents City of Bell and Bell Public Financing Authority ("City") oppose Petitioners' Motion for Leave to File a Second Amended Petition Adding Three New Petitioners ("Motion for Leave to Amend") on the following grounds:



I. WHILE AMENDMENT IS LIBERALLY ALLOWED, A REQUEST TO AMEND IS PROPERLY REJECTED WHERE THE AMENDED PLEADING WILL NOT STATE A CAUSE OF ACTION OR IS PREJUDICIAL TO OTHER PARTIES

As a general rule, leave to amend a complaint will be granted for almost any purpose, including the addition of parties, but the motion must be timely made and not be prejudicial to other parties. (*Morgan v. Sup.Ct.* (1959) 172 Cal.App.2d 527, 530; *Mabie v. Hyatt* (1998) 61 Cal.App.4th 581, 596.) However, leave to amend is properly denied when a proposed amendment fails to state a valid cause of action or defense. (*California Cas. Gen. Ins. Co. v. Sup.Ct. (Gorgei)* (1985) 173 Cal.App.3d 274, 280-281 [disapproved on other grounds in *Kransco v. American Empire Surplus Lines Ins. Co.* (2000) 23 Cal.4th 390, 407 fn. 11].) Such denial is most appropriate where the pleading is deficient as a matter of law and the defect cannot be cured by further amendment. (*Id.* at 281; *Foxborough v. Van Atta* (1994) 26 Cal.App.4th 217.) For example, leave to amend was properly denied where proposed amendments were untimely and also subject to demurrer on ground of res judicata and statute of limitations. (*Yee v. Mobilehome Park Rental Review Bd.* (1998) 62 Cal.App.4th 1409, 1429; *see also Aroa Marketing, Inc. v. Hartford Ins. Co. of Midwest* (2011) 198 Cal.App.4th 781, 789.)

II. NO GOOD CAUSE IS SHOWN FOR ADDING THE PROPOSED NEW PETITIONERS TO THE CASE AT THIS LATE JUNCTURE; PETITIONERS SHOULD NOT BE ALLOWED TO CURE DEFECTS IN THEIR STANDING BY BRINGING IN NEW PARTIES TO CURE A DEFECT IN THE CASE

This case was pending for almost eight months before this Motion for Leave to Amend was filed. Briefing on the merits will begin shortly. As is discussed in more detail below, the proposed new petitioners have known of the existence and character of the CEMEX project since before this case was filed. No good cause for the delay in seeking to add the proposed new petitioners to the case has been shown. No explanation has been given regarding why it is so important for these new petitioners to be added to the case. The proposed new petitioners may want to “participate” in the case, but they can attend public proceedings whether or not they are parties, and, if the Court concludes it will consider extra-record evidence (something



the City does not support, but recognizes is theoretically possible), the proposed new petitioners do not have to be parties to the case to provide such evidence. Their addition to the case will tend to complicate settlement efforts by introducing more demands for various concessions tailored to the new petitioners' desires and could lead to a higher claim for attorneys' fees if such a claim is made.

The Motion's silence on good cause for the delay in filing this Motion, and silence on good cause for addition of the proposed new petitioners to the case, suggests there is some defect in the case as currently constituted that the existing Petitioners are seeking to remedy, for example, perhaps, a defect in the standing the existing Petitioners, or some other problem, which would render this case untimely or untenable. In that case, the City and Real Parties in Interest would be prejudiced by the addition of the new petitioners, if, without those new petitioners, the City and Real Parties would not have to defend this case or would prevail if the new petitioners were not parties to the case. It is incumbent upon this Court to explore this question and demand justification from Petitioners for the addition of new petitioners in order to ensure the City and Real Parties are not prejudiced by their admission to the case, and to deny the Motion if such justification is not forthcoming.

III. THE PROPOSED NEW PETITIONERS HAVE MISSED THE STATUTE OF LIMITATIONS AS TO THE THIRD CAUSE OF ACTION

Even if the Court concludes that the proposed new petitioners should be admitted into this case, they should not be allowed to join the case with respect to the Third Cause of Action, based on the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, because, if they were the only parties alleging a CEQA issue, this case would be untimely.

The longest possible statute of limitations for a CEQA case is 180 days. (Public Resources Code § 21167(d).) The declarations submitted by the proposed new petitioners in support of their inclusion in this case show that they became aware of the project that is the subject of this case more than 180 days before the motion for leave to amend the petition was filed.



The Declaration of Steve Lytle, Director of The Salvation Army Bell Shelter, states in paragraph 6: “We knew nothing about the Project until approximately December 2017, when construction trucks began traveling up and down K Street, and when we witnessed grading on Parcel A. . . . Before that, there was never before any mention whatsoever to us of such gravel by rail terminal project activity on Parcel A.” This declaration is dated August 6, 2018. The Salvation Army knew of the project’s existence and character more than 180 days before the motion for leave to amend the petition was filed on August 7, 2018. Moreover, Mr. Lytle’s declaration refers to the alleged harmful effects of the Project “on our 1.5 acre organic farm, which is operated by GrowGood” in paragraph 5 of the declaration. Thus, despite the statement in paragraph 12 of the declaration of Bradley Pregerson, co-founder and Chairman of the Board of GrowGood, Inc., to the effect that “[w]e knew nothing about the Project until approximately 2 weeks ago when we noticed construction trucks starting travelling up and down K Street, and when we witnessed grading on Parcel A,” knowledge of the project’s existence and character had reached the owner of the farm, if not its operator, more than 180 days before the motion for leave to amend the petition was filed.

Further, paragraph 7 of the declaration of Ruth Schwartz, Executive Director of Shelter Partnership, Inc., states: “We knew nothing about the Project until approximately December 2017, when construction trucks starting travelling up and down K Street, and when we witnessed grading on Parcel A. Before that, there was never before any mention whatsoever of such gravel by rail terminal project activity on Parcel A.” Thus, Shelter Partnership, like The Salvation Army, knew of the project’s existence and character more than 180 days before the motion for leave to amend the petition was filed on August 7, 2018.

The CEQA cause of action in this case would not be timely filed if the proposed new petitioners were the parties originating the case. Accordingly, if the Motion for Leave to Amend is granted at all, the proposed new petitioners should not be parties for purposes of the Third Cause of Action.

1 **IV. CONCLUSION**

2 For the reasons set forth above, the City respectfully requests that this Court deny
3 Petitioners' Motion for Leave to Amend.

4
5 DATED: August 21, 2018

ALESHIRE & WYNDER, LLP
DAVID J. ALESHIRE
JUNE S. AILIN
ALONDRA ESPINOSA

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9 By:


JUNE S. AILIN

10 Attorneys for Respondents CITY OF BELL and
11 BELL PUBLIC FINANCING AUTHORITY
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ALESHIRE &
WYNDER ^{LLP}
ATTORNEYS AT LAW



1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of Los Angeles, State of California. My business address is 2361
5 Rosecrans Ave., Suite 475, El Segundo, CA 90245.

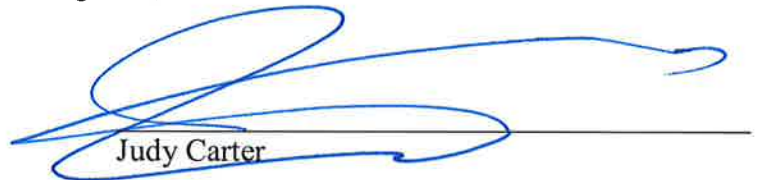
6 On August 21, 2018, I served true copies of the following document(s) described as
7 **RESPONDENTS, CITY OF BELL'S OPPOSITION TO MOTION FOR LEAVE TO FILE**
8 **A SECOND AMENDED PETITION ADDING THREE NEW PETITIONERS** on the
9 interested parties in this action as follows:

10 **SEE ATTACHED SERVICE LIST**

11 **BY OVERNIGHT DELIVERY:** I enclosed said document(s) in an envelope or package
12 provided by the overnight service carrier and addressed to the persons at the addresses listed in the
13 Service List. I placed the envelope or package for collection and overnight delivery at an office or
14 a regularly utilized drop box of the overnight service carrier or delivered such document(s) to a
15 courier or driver authorized by the overnight service carrier to receive documents.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18 Executed on August 21, 2018, at El Segundo, California.

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Judy Carter

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8 PARCEL II, LLC; PI BELL PARCEL III, LLC;
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9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

12 EAST YARD COMMUNITIES FOR
ENVIRONMENTAL JUSTICE; MARK
13 LOPEZ,

14 Petitioners,

15 v.

16 CITY OF BELL; BELL PUBLIC FINANCING
AUTHORITY; and DOES 1 through 5,

17 Respondents;
18

19 PI BELL, LLC; PI BELL PARCEL I, LLC; PI
BELL PARCEL II, LLC; PI BELL PARCEL
20 III, LLC; PI BELL PARCEL IV, LLC; PI
BELL V, LLC; PD MECHANICAL, INC.,
21 CEMEX, INC.; and DOES 6 through 10,

22 Real Parties in Interest.
23
24
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Case No. BS172136

ASSIGNED FOR ALL PURPOSES TO:
JUDGE RICHARD L. FRUIN, JR.
DEPARTMENT 15

**REAL PARTIES IN INTEREST PI BELL,
LLC, PI BELL PARCEL I, LLC; PI BELL
PARCEL II, LLC; PI BELL PARCEL III,
LLC; PI BELL PARCEL IV, LLC; PI BELL
PARCEL V, LLC'S OPPOSITION TO
PETITIONERS' LEAVE TO FILE A
SECOND AMENDED PETITION**

[Filed Concurrently with Declaration of Alan B.
Fenstermacher in Support thereof]

Date Action Filed: January 22, 2018
Trial Date: December 7, 2018

Hearing:
Date: September 4, 2018
Time: 8:30 a.m.
Dept. 15

RES ID: 180806337392

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1 **I. INTRODUCTION**

2 Two years after the City of Bell (“City”) issued an approval letter for the challenged Project
3 (confirming it was within the scope of the Development Agreement approved by the City in 2013),
4 ten months after construction of the Project commenced, seven months after the filing of this action,
5 and less than four months before the hearing on the merits of this entire action, Petitioners seek
6 leave to amend their Petition in order to add *three* additional petitioners (“Motion”), without
7 providing any justification for their unreasonable delay.

8 The Motion is nothing more than an attempt to circumvent a strictly construed, jurisdictional
9 limitations period that has already run. Accordingly, the Court should deny the Motion, as the
10 proposed new petitioners cannot state a claim upon which relief can be granted. Indeed, while Real
11 Parties PI Bell, LLC and its affiliated entities (collectively, “PI Bell”) contend this entire action is
12 untimely, there is no colorable argument that this Motion—filed seven months after the original
13 Petition—is timely. Rather, the longest possible statute of limitations under the California
14 Environmental Quality Act (“CEQA”) requires the filing of a challenge within 180 days of
15 commencement of construction of the Project. (Pub. Res. Code § 21167.)

16 Moreover, it is well settled that an amendment seeking to add new plaintiffs, even if relating
17 to the same incident, *does not relate back* because the new plaintiffs are necessarily enforcing a
18 unique right or making a claim concerning a unique injury, which Petitioners admit by arguing that
19 the proposed new petitioners “wish to enter this case to alert the court about their concerns, protect
20 their interests, avoid irreparable harm and gain a ‘seat at the table.’” (Motion, p. 4:25-26; *Bartalo*
21 *v. Sup. Court* (1975) 51 Cal.App.3d. 526, 534.) Denial of leave to amend is appropriate where, as
22 here, the proposed amendment is barred by the applicable statute of limitations. (*Yee v. Mobilehome*
23 *Park Rental Review Bd.* (1998) 62 Cal.App.4th 1409, 1429.)

24 Further, Petitioners have not provided any justification for the delay in bringing this action,
25 or why additional petitioners are necessary to adjudicate the legal issues presented in this writ action
26 – *i.e.*, whether or not the City properly approved the Project under the 2013 Development Agreement
27 (“DA”) and whether or not the Project complies with CEQA. The proposed additional petitioners
28 all neighbor the Project site, and thus must have been aware of the construction of the Project since

1 it commenced in October 2017. Unreasonable delay, standing alone, is an independent ground upon
2 which the Court may properly deny the Motion. The Court should do so here.

3 **II. STATEMENT OF FACTS**

4 On August 7, 2013, the City approved an Agreement for Purchase and Sale of approximately
5 40.2 acres of City-owned property to PI Bell (the “Property”), approved the DA that governs the
6 development of the Property, and certified the associated Bell Business Center Environmental
7 Impact Report (“EIR”). (Declaration of Alan B. Fenstermacher (“Fenstermacher Decl.”), ¶ 2.) As
8 explained in the staff report related to the action, the sale was critical to effectuate a settlement the
9 City had entered into: “If the project is not approved, the City of Bell faces the potential of being
10 forced into bankruptcy.” (*Id.*, Ex. “A”, p. 5.) Likewise, “[s]ale and development of the property is
11 important to the City, both economically and socially” because of the funds received by the City for
12 its sale, jobs created, and future tax revenues that did not previously exist, as the land was publicly
13 owned. (*Id.*)

14 Before the City’s August 7, 2013 approval, the City circulated a Draft EIR for the
15 development of the entire Property. The Final EIR that was certified on August 7, 2013 extensively
16 studied the environmental impacts of the development of the entire Property, and provided detailed
17 responses to comments on the Draft EIR, as well as modifications to the EIR in response to the
18 same. The project analyzed in the EIR was the maximum development permitted by the DA, and
19 was described as “developing up to 840,390 sf of building area to accommodate warehouse,
20 distribution, logistics and light industrial uses” on the Property’s four parcels, referred to as Parcels
21 A, F, G and H. (*Id.*, p. 3)

22 Following the approval of the DA and EIR, Parcels F, G and H were all developed. In the
23 above-captioned action, Petitioners have challenged the development of the remaining parcel, Parcel
24 A, with a transfer and storage facility for building materials, consisting of a storage building and a
25 small office (the “Project”). The Project, which will mirror the exact style, colors and elevations of
26 the adjacent buildings, was approved by the City as consistent with the DA on December 15, 2016
27 following several months of administrative processing, including modifications to the Project at the
28 City’s request. (Fenstermacher Decl., ¶ 3, Ex. “B”; *see also*, Declaration of Neil Mishurda filed in

1 Support of PI Bell's Opposition to Petitioners' Motion for Preliminary Injunction ("Mishurda
2 Decl."), ¶¶ 8-12.) On February 26, 2017, Acting Community Development Director Greg Tsujiuchi
3 issued another letter re-affirming the City's approval of the Project, making unequivocally clear that
4 "the project may proceed with the permitting process." (Fenstermacher Decl., ¶ 4, Ex. "C".)
5 Construction of the Project began on October 9, 2017. (Declaration of Bryan Forgey filed in Support
6 of Real Party in Interest CEMEX Construction Materials Pacific, LLC's ("CEMEX") Opposition to
7 Petitioners Motion for Preliminary Injunction ("Forgey Decl."), ¶ 16.)¹

8 The Petition commencing this action was not filed until January 22, 2018, and the operative
9 First Amended Petition ("FAP") was filed on July 23, 2018. Now, in August 2018, Petitioners seek
10 leave to file the SAP to add three additional parties as petitioners in this action, which according to
11 Petitioners, all occupy property in the vicinity of the Project site: the Salvation Army, Shelter
12 Partnership and GrowGood. (Motion, pp. 4-8.) Petitioners' Motion does not address the fact that
13 these additional petitioners are barred by the applicable statute of limitations from now entering the
14 action some two years after the Project was administratively approved and ten months after Project
15 construction commenced, focusing solely on the alleged impacts of the Project on the proposed new
16 petitioners. Notwithstanding the fact that all these impacts were analyzed in the previously certified
17 2013 EIR, Petitioners' "evidence" concerning these impacts consists solely of speculative self-
18 serving declarations from the representatives of the proposed new petitioners. (*Id.*)

19 **III. ARGUMENT**

20 The question of whether an amended pleading should be permitted is committed to the sound
21 discretion of the trial court (*Moss Estate Co. v. Adler* (1953) 41 Cal.2d 581, 585), but the timing of
22 the Motion is fatal to Petitioners' proposed amendment.

23 Denial of leave to amend is proper where a proposed amendment fails to state a claim,
24 including, as is the case here, where the additional petitioners are time barred from joining the action:

25 While courts should be liberal in permitting amendments to a
26 complaint [citation], the proposed amendments here were both
27 untimely and also subject to demurrer as being barred either by res
judicata or various applicable limitations statutes, such as the one-

28 ¹ PI Bell requests that pursuant to Evidence Code sections 452(d) and 453, the Court take judicial
notice of the above-referenced declarations of Neil Mishurda and Bryan Forgey, which were filed
with this Court in connection with Petitioners' Motion for a Preliminary Injunction.

1 year limitations period applicable to actions under 42 United States
2 Code section 1983. In the circumstances, the proposed amendment
to the Yees' complaint was properly rejected.
3 (*Yee v. Mobilehome Park Rental Review Bd.* (1998) 62 Cal.App.4th 1409, 1429 [emph. added,
4 citations omitted]; *CAMSI IV v. Hunter Tech. Corp.* (1991) 230 Cal.App.3d 1525, 1529 ["We shall
5 conclude that on the face of the second amended complaint CAMSI IV's claims against Hunter were
6 barred by the applicable statute of limitations, and that neither CAMSI IV nor the record suggests
7 any way in which the complaint could be amended to avoid the bar. Accordingly we shall affirm the
8 judgment"]; *see also, Cal. Cas. Gen. Ins. Co. v. Superior Court* (1985) 173 Cal.App.3d 274, 280-
9 81 [ruling that denial of leave to amend is appropriate where controlling precedent establishes that
10 the proposed amendment is clearly insufficient and cannot be cured] [disapproved on other
11 grounds]; *accord, Congleton v. Nat'l Union Fire Ins. Co.* (1987) 189 Cal.App.3d 51, 63-64].)

12 Courts are also critical of proposed amendments where they are offered after an unexplained
13 delay, or where there is a lack of diligence on the part of the party seeking to amend. (*Green v.*
14 *Santa Margarita Mortgage Co.* (1994) 28 Cal.App.4th 686, 692 ["There is a platoon of authority to
15 the effect that a long unexcused delay is sufficient to uphold a trial judge's decision to deny the
16 opportunity to amend pleadings"]; *accord, Del Mar Beach Club Owners Ass'n v. Imperial*
17 *Contracting Co.* (1981) 123 Cal.App.3d 898, 915; *Permalab-Metalab Equip. Corp v. Maryland Cas.*
18 *Co.* (1972) 25 Cal.App.3d 472.) As a result, even if the SAP was not time barred, denial of the
19 Motion would still be appropriate on this alternative ground.

20 **A. The Motion Must be Denied Because the SAP is Barred by Jurisdictional**
21 **Limitations Periods**

22 As discussed above, this action attempts to challenge uses approved under the process set
23 forth in the 2013 DA, and is thus a backdoor challenge to the DA and the EIR that was certified in
24 2013. It is many years too late to challenge those decisions. (*See* Gov. Code § 65009(c)(1)(D) [90
25 day statute on any action to "attack, review, set aside, void, or annul . . . a development agreement"].)

26 To the extent Petitioners have attempted to style their action as a challenge to a later decision,
27 *i.e.*, the City's 2016 determination that the Project was consistent with the DA, it was still brought
28 too late. The Petition, which includes CEQA claims, was not filed until over a year after the Project

1 was approved as consistent with the DA. The longest possible applicable CEQA statute of
2 limitations is 180 days, which begins running from the City's December 15, 2016 project approval
3 letter. (Pub. Res Code § 21167(a); CEQA Guidelines § 15112(c)(5).)² Even if the Project was
4 deemed approved from the date the approval was "re-affirmed" in February 26, 2017, this action
5 was still filed well outside of CEQA's jurisdictional limitations period.

6 Accordingly, Petitioners' entire action is time barred. However, even if the Court accepts
7 Petitioners' arguments as to why their original action was timely filed, the Motion – filed an
8 additional seven months after the original Petition – must still be denied.

9 **1. The Proposed Additional Petitioners are Barred from Bringing CEQA**
10 **Claims, as Proposed in the SAP**

11 Petitioners have taken the position that neither the City's December 15, 2016 nor February
12 26, 2017 action was a formal "project approval," and instead, argue that the Project was approved
13 without a formal decision. (Petitioners' Motion for Preliminary Injunction, pp. 7-9.)³ Even if the
14 Court were to agree with Petitioners' argument, the absolute latest the CEQA limitations period
15 could have begun running was the date Project construction commenced on October 9, 2017:

16 An action or proceeding alleging that a public agency is carrying out or has
17 approved a project that may have a significant effect on the environment
18 without having determined whether the project may have a significant effect
19 on the environment shall be commenced within 180 days from the date of the
public agency's decision to carry out or approve the project, or, *if a project
is undertaken without a formal decision by the public agency, within 180
days from the date of commencement of the project.*

20 (Pub. Res. Code § 21167(a) [emph. added].)

21 CEQA provides unusually short statutes of limitations on filing court challenges to the
22 approval of projects, and unlike the general rule for other statutes of limitations, *CEQA's limitations*
23 *periods are both jurisdictional and strictly construed* because of the strong public policy supporting
24 prompt resolution of CEQA challenges to avoid delay and uncertainty with regard to local land use
25 decisions:

26 To ensure finality and predictability in public land use planning decisions,

27 ² The CEQA Guidelines are located in Title 14 of the California Code of Regulations.

28 ³ PI Bell also requests that pursuant to Evidence Code sections 452(d) and 453, the Court take
judicial notice Petitioners' Motion for a Preliminary Injunction, which is already on file with this
Court.

1 statutes of limitations governing challenges to such decisions are typically
2 short. The limitations periods set forth in CEQA adhere to this pattern . . .
3 **CEQA's purpose to ensure extremely prompt resolution of lawsuits**
4 **claiming noncompliance with the Act is evidenced throughout the**
5 **statute's procedural scheme.** Such suits have calendar preference; more
6 populous counties must designate one or more judges to develop CEQA
7 expertise so as to permit prompt disposition of CEQA claims; and expedited
8 briefing and hearing schedules are required. Courts have often noted the
9 Legislature's clear determination that the public interest is not served unless
10 CEQA challenges are promptly filed and diligently prosecuted.

11 (*Citizens for a Green San Mateo v. San Mateo Community College Distr.* (2014) 226 Cal.App.4th
12 1572, 1588-89 [emph. added]; *see also, Friends of Shingle Springs Interchange, Inc. v. County of*
13 *El Dorado* (2011) 200 Cal.App.4th 1470, 1490-91 [same]; *San Franciscans for Reasonable Growth*
14 *v. City and County of San Francisco* (1987) 189 Cal.App.3d at 503-04 ["we are satisfied policy
15 concerns favoring trial on the merits are not necessarily the same in a CEQA action as in the usual
16 civil action . . . the rationale of the statutory scheme is to avoid delay and achieve prompt resolution
17 of CEQA claims"]; *Environmental Protection Info. Ctr. v. State Bd. of Forestry* (1993) 20
18 Cal.App.4th 27, 32 [same].) Accordingly, CEQA statutes of limitations are strictly construed.
19 (*Board of Supervisors v. Superior Court* (1994) 23 Cal.App.4th 830, 837 ["these strict requirements
20 of CEQA are applied as written."].)

21 **2. The Proposed Additional Petitioners are Also Barred from Bringing**
22 **Non-CEQA Claims, as Proposed in the SAP**

23 Government Code sections 65009, subdivision (c), imposes a similarly short, 90 day
24 limitations period for any challenge to a local agency's land use decision. That statute is also strictly
25 construed, for the same policy reasons requiring certainty in land use planning. (*Wagner v. City of*
26 *South Pasadena* (2000) 78 Cal.App.4th 943, 950 [judgment dismissing the entire action was
27 properly granted on statute of limitations grounds, where petition was timely filed but served one
28 day after the expiration of the limitations period]; *see also Ching. v. San Francisco Bd. of Permit*
Appeals (1998) 60 Cal.App.4th 888, 893 ["The clear legislative intent of this statute is to establish
a short limitations period in order to give governmental zoning decisions certainty, permitting them
to take effect quickly and giving property owners the necessary confidence to proceed with approved
projects"].)

1 Section 65009 applies to decisions that were not made at a public hearing, including those
2 made by a zoning administrator. Specifically, subdivision (c)(E) states that the 90 day limitations
3 period applies to any action or proceeds “[t]o attack, review, set aside, void, or annul **any decision**
4 **on the matters listed in Sections 65901 and 65903**, or to determine the reasonableness, legality, or
5 validity of any condition attached to a variance, conditional use permit, or any other permit”
6 (emphasis added), and Section 65091 refers to decisions made by zoning administrators.

7 The policy reasons behind strict construction of the limitations period set forth in
8 Section 65009 and CEQA have played out in this action. Here, Petitioners filed suit months into
9 construction of the Project, and then waited another seven months before filing their Motion, all
10 while CEMEX incurred millions of dollars of expenses in reliance on the City’s approval of the
11 Project. Allowing a lawsuit to proceed over a year after Project approval and ten months after
12 commencement of construction results in the precise harm that Legislature sought to avoid when
13 drafting Section 65009 and CEQA.

14 **B. Even if the Original Action was Timely Filed, the Motion Does Not Relate Back,**
15 **and Therefore Must be Denied**

16 PI Bell anticipates that Petitioners may argue that the SAP may still be timely filed based on
17 the “relation back” doctrine. However, even assuming for the sake of argument the original Petition
18 was timely filed, the Motion must be denied because the addition of new petitioners does not “relate
19 back” to the date the Petition was originally filed for statute of limitations purposes:

20 The general rule governing the permissibility of the bringing in of additional
21 plaintiffs after the period of the statute of limitations has elapsed, or of the
22 assertion of the defense of limitations against them, is that *where the*
23 *additional party plaintiff, joining in a suit brought before the statute of*
24 *limitations has run against the original plaintiff, seeks to enforce an*
25 *independent right, the amended pleading does not relate back, so as to*
26 *render substitution permissible or to preclude the defense of the statute of*
27 *limitations.*

28 If a husband and wife were both injured in the same accident and the wife
sued but the husband did not, the one-year statute of limitations would run on
husband’s cause of action, and if he tried to sue after the year had run
defendant’s demurrer that the claim was barred would be sustained.

(*Bartalo v. Sup. Court* (1975) 51 Cal.App.3d. 526, 534 [emph. added]; *see also, Shelton v. Superior*
Court (1976) 56 Cal.App.3d 66, 74 [affirming denial of motion for leave to amend to add a new

1 plaintiff because: “[adding a new plaintiff] is not an additional injury arising from the facts
2 previously pleaded and does therefore not arise from the same ‘general set of facts,’” which is
3 required for a proposed amendment to relate back to the original filing date].)

4 The scenario examined in both *Bartalo* and *Shelton*, where a husband and wife are injured
5 in the same accident but only one timely files suit and the other seeks to join the action after the
6 limitations period has expired, is directly applicable here. The Motion seeks to add additional
7 petitioners on the theory that these would-be parties are also harmed by the very same Project
8 already being challenged in unique ways, stating that the proposed new petitioners “wish to enter
9 this case to alert the court about their concerns, protect their interests, avoid irreparable harm and
10 gain a ‘seat at the table.’” (Motion, p. 4:25-26.)

11 The Motion’s request that the proposed additional petitioners be permitted to join this action
12 is no different than a husband belatedly suing for his own injuries suffered in the same accident as
13 his wife, and accordingly, does not relate back to the original filing date. Indeed, if the Court were
14 to allow such an amendment to relate back, it would lead to an endless parade of potential plaintiffs
15 “piling on” in CEQA or land use actions where their claims would otherwise be time barred, further
16 complicating the litigation and any potential settlement, which directly conflicts with the well-
17 settled, strong public policy reasons behind the short limitations periods for land use challenges.

18 C. **Petitioners Inexcusable Delay in Bringing the Motion, Standing Alone, is**
19 **Grounds for Denial**

20 California courts often note that the “long-deferred presentation of a proposed amendment,
21 without a showing of excuse for the delay, is a significant factor in support of the trial court’s
22 discretionary denial of leave to amend.” (*Del Mar Beach Club Owners Ass’n*, 123 Cal.App.3d at
23 915 n.4 [“The trial court is entitled to be ‘skeptical of late claims’”].) As the Court explained in
24 *Roemer v. Retail Credit Co.* (1975) 44 Cal.App.3d 926:

25 The law is also clear that even if a good amendment is proposed in proper
26 form, ***unwarranted delay in presenting it may - of itself - be a valid reason***
27 ***for denial***. The cases indicate that the denial may rest upon the element of
lack of diligence in offering the amendment after knowledge of the facts, or
the effect of the delay on the adverse party.

28 (*Id.* at 939-40 [emph. added]; see also, *P&D Consultants, Inc. v. City of Carlsbad* (2010) 190

1 Cal.App.4th 1332, 1345.)

2 Here, Petitioners not only waited two years following Project approval and several months
3 following the commencement of construction to file their own action, but waited an additional seven
4 months before bringing this Motion, just as the parties are finalizing the administrative record and
5 proceeding to the final writ hearing. The declarations submitted by the representatives from the
6 proposed additional petitioners do not provide any credible justification for waiting so long to seek
7 to join this action. As neighbors, all these proposed parties have undoubtedly been well aware of
8 Project construction since October 2017, and are at least as knowledgeable about the Project as the
9 existing Petitioners. Without legitimate justification for Petitioners' delay, the Motion must be
10 denied.

11 Further, PI Bell will be prejudiced facing three entirely new petitioners, who claim to have
12 suffered unique harms from the Project. Adding these proposed new petitioners would serve no
13 purpose other than to unnecessarily complicate both the ongoing litigation and settlement
14 discussions. Indeed, is unclear what the additional petitioners would add to this action, and how
15 they would be prejudiced if the Motion is denied. The issues presented in this action are purely
16 legal questions that the Court will decide at a writ hearing (*i.e.*, whether or not the City complied
17 with the law when approving the Project), and there are no claims for monetary damages. In other
18 words, the outcome of the action will be the same regardless of whether or not the proposed
19 additional petitioners are added as parties – if Petitioners prevail, the Project as approved would not
20 proceed, and if Real Parties prevail, it will. The addition of the proposed new petitioners would not
21 change the nature of the available remedies, and instead, would result only in unnecessary (and
22 untimely) complications.

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1 **IV. CONCLUSION**

2 For all the foregoing reasons, PI Bell respectfully requests that the Court deny Petitioners'
3 Motion for Leave to file the Second Amended Petition adding three additional petitioners to this
4 action.

5 Dated: August 20, 2018

RUTAN & TUCKER, LLP
JOHN A. RAMIREZ
PETER J. HOWELL
ALAN B. FENSTERMACHER

6
7
8 By: 
9 Alan B. Fenstermacher
10 Attorneys for Real Parties in Interest
11 PI BELL, LLC, PI BELL PARCEL I, LLC;
12 PI BELL PARCEL II, LLC; PI BELL
13 PARCEL III, LLC; PI BELL PARCEL IV,
14 LLC; PI BELL PARCEL V, LLC
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1 **PROOF OF SERVICE**

2 *(East Yard Communities for Environmental Justice, et al. v. City of Bell, et al.*
3 *Los Angeles Superior Court Case No. BS172136)*

4 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

5 I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State of
6 California. I am over the age of 18 and not a party to the within action. My business address is
7 611 Anton Boulevard, Suite 1400, Costa Mesa, California 92626-1931. My electronic notification
8 address is hdall@rutan.com.

9 On August 21, 2018, I served on the interested parties in said action the within:

10 **REAL PARTIES IN INTEREST PI BELL, LLC; PI BELL PARCEL I, LLC; PI BELL
11 PARCEL II, LLC; PI BELL PARCEL III, LLC; PI BELL PARCEL IV, LLC; PI BELL
12 PARCEL V, LLC'S OPPOSITION TO PETITIONERS' LEAVE TO FILE A SECOND
13 AMENDED PETITION**

14 as stated below:

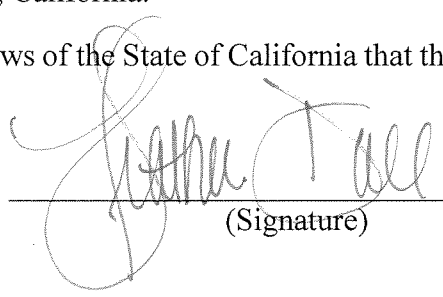
15 ☒ (BY FEDEX) by depositing in a box or other facility regularly maintained by FedEx, an
16 express service carrier, or delivering to a courier or driver authorized by said express service
17 carrier to receive documents, a true copy of the foregoing document in sealed envelopes or
18 packages designated by the express service carrier, addressed as shown on the attached
19 service list, with fees for overnight delivery provided for or paid.

20 ☒ (BY E-MAIL) by transmitting a true copy of the foregoing document(s) to the e-mail
21 addresses set forth on the attached service list.

22 Executed on August 21, 2018, at Costa Mesa, California.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct.

25
26
27
28
Heather Dall
(Type or print name)


(Signature)

SERVICE LIST

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Exhibit C

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ORANGE

11 EAST YARD COMMUNITIES FOR
12 ENVIRONMENTAL JUSTICE; MARK
13 LOPEZ,

14 Petitioners,

15 v.

16 CITY OF BELL; BELL PUBLIC
17 FINANCING AUTHORITY; DOES 1
18 through 5,

19 Respondents,

20 PI BELL, LLC; PI BELL PARCEL I,
21 LLC; PI BELL PARCEL II, LLC; PI
22 BELL PARCEL III, LLC; PI BELL
23 PARCEL IV, LLC; PI BELL PARCEL
24 V, LLC; PD MECHANICAL, INC.,
25 CEMEX, INC.; and DOES 6 through 10,

26 Real Parties in Interest.

Case No. BS172136

**REPLY IN SUPPORT OF PETITIONERS'
MOTION FOR LEAVE TO FILE A
SECOND AMENDED PETITION
ADDING THREE NEW PETITIONERS**

ASSIGNED FOR ALL PROPOSES TO:
HON. RICHARD L. FRUIN, JR.
DEPARTMENT 15

Date: September 4, 2018
Time: 1:30 p.m.
Dept: 15

Action Filed: January 22, 2018
Trial Date: December 7, 2018

CRS ID: 180806337392

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1 and Real Parties basically conceded it. In fact, the City's Opposition to this motion for leave does
2 not even argue that the statute of limitations has run on the first two causes of action. The
3 normal, short 90-day limitation period of Gov. Code § 65009(c)(1)(E) that might apply to causes
4 of action one and two only is triggered by specific acts of local land use planning authorities, and
5 if the requirements for section 65009 are not met, its limitations period does not apply. *Urban*
6 *Habitat Program v. City of Pleasanton* (2008) 164 Cal.App.4th 1561, 1576-1578. That is the
7 case here because Mr. Hull failed to act in compliance with the requirements of section 65009
8 when he approved the project by letter on December 15, 2016, instead of the required Brown-Act
9 compliant Design Review Board approval including a Councilmember and Planning
10 Commissioner. The authority to approve the CEMEX project, its design and environmental
11 review rested with the Design Review Board acting in compliance with the Brown Act, not Mr.
12 Hull. The Oppositions make no meaningful effort to distinguish *People ex. rel. Brown v. Tehama*
13 *County* (2007) 149 Cal.App.4th 422, 431-432. There, the 90-day limitations period under the
14 analogous Subdivision Map Act did not apply because the planning director did not have
15 authority under the local law to approve the project and "the existence of all elements necessary"
16 to trigger the statute could not be shown. In these circumstances section 65009 does not apply,
17 and instead the three-year statute does. *Travis v. County of Santa Cruz* (2004) 33 Cal.4th 757,
18 771-773 (challenged activity is not one listed in section 65009 so the three-year period applies);
19 *Urban Habitat*, 164 Cal.App.4th at 1578 (failure to comply with duties allegedly imposed by law
20 does not trigger elements of section 65009 so the three-year Code Civ. Proc. § 338 period
21 applies); *People ex. rel. Brown*; 149 Cal.App.4th at 431-432. This Motion is filed well within the
22 three-years limitation period of Code Civ. Proc. § 338(a) from Mr. Hull's December 15, 2016
23 approval letter, with regard to causes of action one and two.

24 The third cause of action alleges that CEMEX is building a different project than that
25 described in the governing EIR approval and approved project plans, in particular by using K
26 Street when that is to be forbidden. The limitations period is 180 days from discovery of the
27 violation in the exercise of reasonable diligence, which is a factual issue that cannot be resolved

1 on this motion for leave to amend. *Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist.*
2 *Agricultural Assn.* (1986) 42 Cal.3d 929, 950; *Ventura Foothill Neighbors v. County of Ventura*
3 (2014) 232 Cal.App.4th 429, 436. Here, the proposed SAP ¶14 and *Pregerson Declaration* ¶ 12
4 allege that GrowGood did not even know about the Project until last month. Moreover, the
5 Declarations submitted with the Motion indicate that the facts supporting this action only became
6 clear recently. See *Schwartz Declaration* ¶ 10 (“after reading the preliminary injunction motion,
7 including the facts about the Project’s construction plans and the expert declarations about the
8 impacts of this Project upon us, and further investigating the K Street issue, we have decided to
9 join as a plaintiff”); *Lytle Declaration* ¶10 (“we are directly impacted by the project’s operations
10 and the construction work currently underway. Heavy trucks are using K Street each day,
11 threatening the health and safety of our vulnerable clients, most of which blithely ignore the stop
12 signs and speed bump/cross walk in front of our facility”). These allegations raise factual issues
13 about the third cause of action, the discovery rule, reasonable diligence, *etc.* that cannot be
14 resolved in the first instance on motion for leave to amend. *Jolly v. Eli Lilly & Co.* (1988) 44
15 Cal.3d 1103, 1112 (statute of limitations issue is normally a question of fact); *Kittredge Sports*
16 *Co.*, 213 Cal.App.3d at 1048 (“the preferable practice would be to permit the amendment and
17 allow the parties to test its legal sufficiency by demurrer, motion for judgment on the pleadings or
18 other appropriate proceedings”).

19 The fourth cause of action for failure to comply with the CEQA mitigation program is a
20 continuing violation with a new statute of limitations each day until the measures are complied
21 with. *Lincoln Place Tenants Assn. v. City of Los Angeles* (2007) 155 Cal.App.4th 425, 453, fn.
22 23; *Sierra Club v. County of San Diego* (2014) 231 Cal.App.4th 1152, 1166; *Howard Jarvis*
23 *Taxpayers Assn. v. City of La Habra* (2001) 25 Cal.4th 809, 825 (action alleging illegal tax not
24 time-barred although years had passed since the public agency enacted and began collecting the
25 tax; although some relief for past taxes collected might be time-barred, plaintiff's claim for an end
26 to the tax was not time-barred). Otherwise, a government agency could enact a law requiring
27 action, then never act, and hope the passage of time would relieve it from ever having to act. So

1 long as the City is failing to perform its duty, an action may be brought to compel it to perform its
2 duty. The limitations period renews each day on cause of action four.

3 In sum, the argument that the Petitioners' four causes of action are barred by the statute of
4 limitations is false, and, in any event, cannot be resolved on this motion for leave to amend.

5 **THE OPPOSITIONS' CASES ARE PLAINLY DISTINGUISHABLE**

6 The cases cited in the Oppositions have nothing in common with the case at bar. The
7 cases are rare exceptions to the liberal amendment rule, which have procedural postures entirely
8 different than here.

9 The cases are "amendment on eve of trial prejudice cases" like *Yee v. Mobilehome Park*
10 *Rental Review Bd.* (1998) 62 Cal.App.4th 1409, 1428-1429 (claims barred by statute of
11 limitations, offered more than two years after the original complaint was filed, and on the eve of
12 trial) or *P&D Consultants, Inc. v. City of Carlsbad* (2010) 190 Cal.App.4th 1332, 1345 (leave to
13 amend not sought until after the trial readiness conference, would require additional discovery
14 and "[w]here the trial date is set, the jury is about to be impaneled, counsel, the parties, the trial
15 court, and the witnesses have blocked the time, and the only way to avoid prejudice to the
16 opposing party is to continue the trial date to allow further discovery, refusal of leave to amend
17 cannot be an abuse of discretion").

18 The other cases involve convoluted postures where leave to amend was sought after one
19 or even two trials like *Green v. Rancho Santa Margarita Mortgage Co.* (1994) 28 Cal.App.4th
20 686, 690 (motion for leave to amend denied after trial, and then denied again after a motion for
21 new trial was granted) or *Roemer v. Retail Credit Co.* (1975) 44 Cal.App.3d 926, 939 (motion for
22 leave to amend the answer after two trials).

23 Still another case involves leave to amend an answer that was granted in *Cal. Casualty*
24 *Gen. Ins. Co. v. Superior Court* (1985) 173 Cal.App.3d 274, 281 (motion for leave to amend the
25 answer was granted a year into the case when there was no prejudice to real party in interest, and
26 the better practice was to allow parties to test the legal sufficiency of a novel defense through
27 appropriate proceedings).

These cases are not instructive at all here, where leave to amend is sought before the administrative record is certified or any responsive pleadings filed, and where the proposed SAP does not add any new causes of action and is virtually identical to the operative FAP.

CONCLUSION

The Oppositions cite no case where a court denied a motion for leave to amend before responsive pleadings are even filed. Yet, that is what they ask this court to do here. Leave to amend is liberally granted, and this Motion to File a Second Amended Complaint should be granted.

DATED: 8/24/18

By: _____
GIDEON KRACOV
Attorney for PETITIONERS

PROOF OF SERVICE

I, Jordan Sisson, being duly sworn, deposes and says:

I am a citizen of the United States and work in Los Angeles County, California. I am over the age of eighteen years and am not a party to the within entitled action. My business address is: 801 S. Grand Avenue, 11th Floor, Los Angeles, CA 90017. On August 27, 2018, I served this list of persons with the following document(s):

– **PETITIONERS' REPLY ISO MOTION TO LEAVE TO FILE SECOND AMENDED PETITION**

The document(s) was served on:

David J. Aleshire
June S. Ailin
Alondra Espinosa
ALESHIRE & WYNDER, LLP
2361 Rosecrans Ave., Suite 475
El Segundo, California 90245
daleshire@awattorneys.com
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CITY OF BELL; BELL PUBLIC
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PI BELL, LLC; PI BELL PARCEL I, LLC;
PI BELL PARCEL II, LLC; PI BELL
PARCEL III, LLC; PI BELL PARCEL IV,
LLC; PI BELL PARCEL V, LLC

Kerry Shapiro
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Attorneys for Real Parties in Interest
CEMEX, INC.; PD MECHANICAL, INC.;
CEMEX Construction Materials Pacific,
LLC.

By placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, in the United States Post Office mailbox at 801 S. Grand Ave., Los Angeles, California, addressed as set forth above. I am readily familiar with my firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date of postage meter date is more than 1 day after date of deposit for mailing in affidavit.

x By transmitting via electronic mail the document(s) listed above to the e-mail addresses set forth herein on this date. E-service agreed to pursuant to stipulation signed by all parties.

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By submitting an electronic version of the document(s) to One Legal, LLC through the user interface at www.onelegal.com.

Executed this August 27, 2018 at Los Angeles, California

By: 
JORDAN R. SISSON

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PROOF OF SERVICE

I, Mariela Manzo, declare that I am over the age of 18 and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is: 1314 Second Street, Santa Monica, California 90401, which is located in the county where the mailing described below occurred. On October 29, 2020, I served true copies of the following document(s) described as:

Declaration of Gideon Kracov in Support of Petitioners' Reply Brief

- ☐ **BY MAIL** – I deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the organization’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Santa Monica, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE** – I caused such envelope to be delivered by a process server employed by Nationwide Legal LLC.
- ☒ **BY ELECTRONIC TRANSMISSION** – I transmitted a PDF version of this document by electronic mail to the party(s) identified on the attached service list using the email address(es) indicated:
- ☐ **BY OVERNIGHT DELIVERY** – I deposited such enveloped for collection and delivery by Federal Express Overnight Delivery service, with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing of correspondence for overnight delivery by Federal Express. It is deposited with Federal Express on that same day in the ordinary course of business.

Please see attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 29, 2020, at Santa Monica, California.

Mariela Manzo



Printed Name

Signature

SERVICE LIST

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June Ailin
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7 310/434-2300 • Fax 310/434-2399
8 Attorneys for Petitioners/Plaintiffs
9 The Salvation Army, East Yard Communities
10 For Environmental Justice, GrowGood, Inc. and
11 Shelter Partnership Inc.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9
10 IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

11 THE SALVATION ARMY, a California non-profit
12 religious corporation, EAST YARD
13 COMMUNITIES FOR ENVIRONMENTAL
14 JUSTICE, a non-profit corporation; GROWGOOD
15 INC., a non-profit corporation; and SHELTER
16 PARTNERSHIP, a non-profit corporation,

16 Petitioners/Plaintiffs,

17 v.

18 CITY OF BELL, CALIFORNIA, a public entity; and
19 Does 1-100, Inclusive,

20 Respondents/
21 Defendants,

22
23 CEMEX CONSTRUCTION MATERIALS
24 PACIFIC, LLC, a Delaware Corporation; and PI
25 BELL, LLC, a Delaware Corporation,

26 Real Parties in Interest
27
28

CASE NO.: 19STCP00693

**DECLARATION OF RUTH SCHWARTZ
IN SUPPORT OF PETITIONERS' REPLY
BRIEF**

Date: Friday, November 13

Time: 9:00 AM

Dept.: G

Assigned for all purposes to: Hon. John A.
Torribio, Department G, Norwalk Courthouse

1 I, Ruth Schwartz, declare the following:

2 1. I make this Declaration based on my own personal knowledge. I am the Executive
3 Director of Shelter Partnership, Inc., a role I have had since 1985.

4 2. Shelter Partnership, Inc. is a nonprofit organization collaboratively solving
5 homelessness in Los Angeles County through policy analysis, program design, resource
6 development, and advocacy in support of agencies and local governments that serve the
7 homeless.

8 3. Among our various projects is the S. Mark Taper Foundation Shelter Resource Bank,
9 which distributes, completely free of charge, donations of surplus inventory from
10 manufacturers, wholesalers, retailers, and other vendors to homeless service agencies
11 throughout Los Angeles County. It is located on J and 3rd Streets in the City of Bell, less than
12 500 feet from the CEMEX facility.

13 4. The property was conveyed to Shelter Partnership by a deed from the the U.S.
14 Department of Health and Human Services. The deed provides Shelter Partnership with an
15 easement to use Rickenbacker Road (also identified as "I" Street). The deed restricts Shelter
16 Partnership for 30 years from transferring an interest in its Rickenbacker Road easement
17 without federal government approval. Attached as **Exhibit A** is a true and correct copy of the
18 30-year deed issued by the U.S. Department of Health and Human Services to Shelter
19 Partnership.

20
21 I declare under penalty of perjury under the laws of the State of California that the preceding
22 is true and correct. Executed on October 27, 2020 at Los Angeles, California.

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RUTH SCHWARTZ

Exhibit A

This page is part of your document - DO NOT DISCARD



20071657886

Pages:
042



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fee: 131.00

Tax: 0.00

Other: 252.00

Total: 383.00

07/12/07 AT 12:07PM

912822

200707120030036 Counter

TITLE(S) : DEED



Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

- -

RECORDING REQUESTED BY:

When Recorded Mail Document
and Tax Statement To:

Shelter Partnership, Inc.
523 West Sixth Street, Suite 616
Los Angeles, California 90014
Attention: Ruth Schwartz

07/12/07



20071657886

APN: portions of 6332-002-947 and 6332-002-949

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

**This is a bonafide gift and the grantor
received nothing in return, R & T 11911.**

[Remainder of Page Intentionally Left Blank]

QUITCLAIM DEED

THIS INDENTURE, made this 6th day of July, 2007, between the United States of America, acting through the Secretary of Health and Human Services, by the Chief, Space Management Branch, Division of Property Management, Program Support Center, U.S. Department of Health and Human Services (hereinafter referred to as "Grantor"), under and pursuant to the power and authority delegated by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 550), as amended (hereinafter referred to as "the Act"), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11411), as amended, and regulations promulgated thereto at 45 C.F.R. Part 12a, and Shelter Partnership, Inc. (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, by letter dated March 29, 2007, and amended on July 2, 2007, from the U.S. General Services Administration, certain surplus property consisting of 5.885 acres, more or less, improved with one building (Building 1101), hereinafter described (hereinafter referred to as "the Property"), was assigned to the Grantor for disposal upon the recommendation of the Grantor that the Property is needed for public health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act, has made application for a public benefit allowance, and proposes to use the Property in accordance with the approved program of utilization; and

WHEREAS, Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, Grantor, for and in consideration of the foregoing and of the observance and performance by Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Los Angeles, State of California, and more particularly described hereinafter in Exhibit 2.

SUBJECT to any and all other existing easements, encumbrances, covenants, restrictions, reservations or conditions affecting the above described property whether or not the same appear on record.

Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with Grantee's approved program of utilization as set forth in its application dated the 7th day of October 2003, and for no other purpose;
2. That during the aforesaid period of thirty (30) years Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as Grantor or its successor in function may authorize in writing;
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this Deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this Deed;
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless Grantor or its successor in function directs otherwise, Grantee will file with Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application;
5. That during the aforesaid period of thirty (30) years Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and
6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by Grantor or for another purpose involving the provision of similar services or benefits, Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations, and all

requirements imposed by or pursuant to the regulations of Grantor (45 CFR Parts 12, 80, 84, 86 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of Grantee, its successors and assigns, to perform any of the obligations herein set forth, Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of Grantee with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that, in the event Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, 4, or 5 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and

PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5 and the right to reenter and revert title for breach thereof, will not affect the obligation of Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

- a. Obtaining the consent of Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by Grantor or its successor in function against Grantee, its successors and assigns for the Property, or any part thereof--that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of Grantor (45 C.F.R. Parts 12, 12a, 80, 84 and 91) issued pursuant to said acts and now in effect, to the end that, in accordance with said acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

Grantee covenants and agrees that the Property will be used for secular purposes, with no more than a de minimis level of other activity.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event Grantor exercises its option to revert all right, title, and interest in and to the Property to Grantor, or Grantee voluntarily returns title to the Property in lieu of a reverter, then Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration and codified in the Federal Property Management Regulations at 41 C.F.R. Subpart 101-47.4913 now in effect, a copy of which is attached to Grantee's aforementioned application.

In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, Grantee, its successors or assigns, at the option of Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by Grantee, its successors or assigns, to adapt the property to the health use for which the property was transferred. The United States of America shall, in addition thereto, be

reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such noncompliance.

Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of, or used for purposes other than those designated in condition numbered 1 above without the consent of Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by Grantor, or its successor in function, of benefits to Grantee, deriving directly or indirectly from such sale, lease, disposal, or use, shall be considered to have been received and held in trust by Grantee for the United States of America and shall be subject to the direction and control of Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to Grantor under any other provision of this deed.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. Grantee also covenants and agrees for itself, its successors and assigns, that Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

Grantor, in its capacity as a public benefit conveyance authority for the United States of America, does not assume liability, custody, or accountability for the property in the event title to the Property reverts to the United States of America for noncompliance with this Deed, or in connection with any hazardous substance activity or condition on the Property.

The following covenants and restrictions are provided pursuant to the aforementioned letters of assignment from the General Services Administration, Region 9.

1. DESCRIPTION OF THE RESERVED PROPERTY, FEE PROPERTY, AND EASEMENT PROPERTY. The property, more particularly described below is located in Bell, California, and is part of a facility commonly referred to as the Bell Federal Service Center, shown on the Survey Map, attached hereto, made a part hereof and marked Exhibit 1. The RESERVED PROPERTY will benefit Property that the UNITED STATES will continue to own and operate at the Bell Federal Service Center as well as the successors and assigns of the UNITED STATES OF AMERICA by the creation of several right of way, utility and drainage easements.

- A. **RESERVED PROPERTY.** The RESERVED PROPERTY consists of several non-exclusive assignable easements being retained for the benefit of Parcel A shown on the Survey Map that the UNITED STATES OF AMERICA is retaining at the Bell Federal Service Center, as well as the successors and assigns of the UNITED STATES OF AMERICA of other parcels of real property at the Bell Federal Service Center. UNITED STATES OF AMERICA further intends to provide its successors and assigns, including Shelter Partnership, Inc., at the Bell Federal Service Center with non exclusive right of way and utility and drainage

easements covering the RESERVED PROPERTY.

(1) Portion of "I" Street. UNITED STATES OF AMERICA, and its successors and assigns, hereby reserves a non-exclusive assignable right of way and utility easement over those portions of Parcel B, as shown on the Survey Map and more particularly described on Exhibit 2, attached hereto and made a part hereof, that are crossed or overlapped by the "I" Street Right of Way and Utility Easement that is shown on the Survey Map and more particularly described on Exhibit 3. UNITED STATES OF AMERICA, together with any and all successors and assigns, shall have the right to construct, install, operate and maintain right of way and utilities, including but not limited to electrical, telephone, telecommunications, natural gas, domestic water, sewer, cable, flood control, and drainage channels, over, above, on or under the right of way, so long as the use does not unreasonably interfere with other uses of the right of way and utility easement. UNITED STATES OF AMERICA shall not have any contribution obligation. The use of the easement shall not be limited or diminished as a result of any subdivision or redevelopment by the UNITED STATES OF AMERICA, and its successors and assigns.

(2) Drainage. The UNITED STATES OF AMERICA, and its successors and assigns, hereby reserves the non-exclusive assignable right to drain over, across, through and under Parcel B, shown on the Survey Map and more particularly described on Exhibit 2, following historic patterns as well as toward the catch basin located on Parcels C-1 and C-2, shown on the Survey Map, as well as the right to drain and/or flow toward (1) the covered storm drain referenced in that certain document recorded on October 24, 1978, as Instrument No. 78-1182557, in the Recorder's Office for the County of Los Angeles, (2) the facilities of the Los Angeles County Flood Control District referenced in the Office Records of Los Angeles County in Book 5139 and Page 389, Book 7172 and Page 119, and Book 7839 and Page 236, and (3) any other storm, drainage or flood control infrastructure. UNITED STATES OF AMERICA shall not have any contribution obligation. The use of the easement shall not be limited or diminished as a result of any subdivision or redevelopment by the UNITED STATES OF AMERICA, and its successors and assigns.

B. The FEE PROPERTY consists of Parcel B, as shown on the Survey Map (Exhibit 1) and more particularly described on Exhibit 2. With this Quitclaim Deed, the UNITED STATES OF AMERICA conveys without warranty to the GRANTEE, the FEE PROPERTY, subject to all reservations, exceptions, easements, restrictions, encumbrances, covenants, clauses, conditions, and other obligations provided for in this conveyance instrument.

(1) Parcel B is approximately 5.885 acres, more or less. Parcel B is shown on the Survey Map (Exhibit 1) and more particularly described on Exhibit 2.

C. The EASEMENT PROPERTY consists of several non-exclusive assignable easements that are being conveyed without warranty as easements by the UNITED STATES OF AMERICA to GRANTEE for access, utilities and drainage and are subject to all reservations, exceptions, easements, restrictions, encumbrances, covenants, clauses, conditions, and other obligations set forth in the Quitclaim Deed. These easements have been or will also be conveyed without warranty to some or all of the successors and assigns of the UNITED STATES OF AMERICA at the Bell Federal Service Center for the purpose of providing for drainage circulation, access for vehicles and pedestrians and utilities to the various parcels because the local government has not established a dedicated street system to accommodate ingress, egress and utilities.

- (1) "T" Street Right of Way and Utility Easement. UNITED STATES OF AMERICA hereby conveys without warranty a perpetual non-exclusive right of way and utility easement to GRANTEE over, across, under and through "T" Street, shown on the Survey Map and more particularly described on Exhibit 3, subject to GRANTEE's obligation to maintain said easement as set forth below. Under the scope of the easement the GRANTEE has the right to construct and operate any portion of right of way. GRANTEE on behalf of itself and its successors and assigns covenants and agrees to maintain that portion of this easement that actually crosses Parcel B, shown on the Survey Map and more particularly described on Exhibit 2, to a level necessary to ensure the reasonable safe use by vehicles and pedestrians, without any right of contribution from the UNITED STATES OF AMERICA even if UNITED STATES OF AMERICA has improved any portion of the Property or Easement. The GRANTEE further has the right to construct, install, operate and maintain utilities, including but not limited to electrical, telephone, telecommunications, natural gas, domestic water, sewer, cable, flood control, and drainage channels, over, above, on or under the right of way, so long as the use does not unreasonably interfere with other uses of the right of way and utility easement. The use of the easement shall not be limited or diminished as a result of any subdivision or redevelopment by the UNITED STATES OF AMERICA or GRANTEE, and its successors and assigns.
- (2) 3rd Street Easement. UNITED STATES OF AMERICA hereby conveys without warranty a perpetual non-exclusive right of way and utility easement to GRANTEE over, across, under and through 3rd Street, shown on the Survey Map and more particularly described on Exhibit 4. Under the scope of the easement the GRANTEE has the right to construct and operate any portion of right of way. The GRANTEE further has the right to construct, install, operate and maintain utilities, including but not limited to electrical, telephone, telecommunications, natural gas, domestic water, sewer, cable, flood control, and drainage channels, over, above, on

or under the right of way, so long as the use does not unreasonably interfere with other uses of the right of way and utility easement. The use of the easement shall not be limited or diminished as a result of any subdivision or redevelopment by the UNITED STATES OF AMERICA is retaining at the Bell Federal Service Center, as well as the successors and assigns of the UNITED STATES OF AMERICA of other parcels of real property at the Bell Federal Service Center. UNITED STATES OF AMERICA further intends to provide its successors and assigns, including Shelter Partnership, Inc., at the Bell Federal Service Center with non exclusive right of way and utility and drainage easements covering the RESERVED PROPERTY.

- (3) Access Easement to Parcel B. UNITED STATES OF AMERICA hereby conveys without warranty a perpetual non-exclusive 20 foot wide easement over, across, through and under Parcel D and a non-exclusive 10 foot wide easement over, across, through and under Parcel E, both of which are shown on the Survey Map for access to accommodate commercial and private vehicles and utilities to the loading docks located along the shared perimeters of Parcel B, Parcel D and Parcel E, as shown on the Survey Map.
- (4) 6th Street Easement. UNITED STATES OF AMERICA hereby conveys without warranty a perpetual non-exclusive right of way and utility easement to GRANTEE over, across, under and through 6th Street, shown on the Survey Map and more particularly described on Exhibit 5. Under the scope of the easement the GRANTEE has the right to construct and operate any portion of right of way. The GRANTEE further has the right to construct, install, operate and maintain utilities, including but not limited to electrical, telephone, telecommunications, natural gas, domestic water, sewer, cable, flood control, and drainage channels, over, above, on or under the right of way, so long as the use does not unreasonably interfere with other uses of the right of way and utility easement. The use of the easement shall not be limited or diminished as a result of any subdivision or redevelopment by the UNITED STATES OF AMERICA or GRANTEE, and its successors and assigns.
- (5) Drainage Easement. UNITED STATES OF AMERICA hereby conveys without warranty to GRANTEE a perpetual non-exclusive drainage easement over, across and through the Bell Federal Service Center, consistent with historic patterns and quantities of water, as well as the right to drain and/or flow toward (1) the covered storm drain referenced in that certain document recorded on October 24, 1978, as Instrument No. 78-1182557, in the Recorder's Office for the County of Los Angeles, and (2) the facilities of the Los Angeles County Flood Control District

referenced in the Office Records of Los Angeles County in Book 5139 and Page 389, Book 7172 and Page 119, and Book 7839 and Page 236.

2. HAZARDOUS SUBSTANCES

A. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property and further provides a list, marked Exhibit 6 attached hereto and made a part hereof, of environmental studies, and reports pertaining to the Property and describing any remedial actions taken.

B. CERCLA COVENANT. UNITED STATES OF AMERICA warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. UNITED STATES OF AMERICA warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- a. in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) which respect to the Property immediately prior to the date of this conveyance; OR
- b. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

- (2) In the event GRANTEE, its successor(s) or assign(s), seeks to have UNITED STATES OF AMERICA conduct any additional response action, and, as a condition precedent to UNITED STATES OF AMERICA incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide UNITED STATES OF AMERICA at least 45 days written notice of such a claim and provide credible evidence that:
- a. the associated contamination existed prior to the date of this conveyance; and
 - b. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.
- (3) Access Reservation. UNITED STATES OF AMERICA reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to the use of available utilities at reasonable cost to UNITED STATES OF AMERICA. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.
- (4) Cooperation Covenant. In the event of any activity by the UNITED STATES OF AMERICA pursuant to Paragraph B, above, the GRANTEE covenants and agrees that it, its successor(s) and assign(s) shall cooperate with the UNITED STATES OF AMERICA in any undertaking and shall not unreasonably disrupt or interfere with any remediation activity or jeopardize the effectiveness of any remedy by engaging in disruptive activities (which increase the cost or adversely affect the remediation activities), including but not limited to, surface application of water which

could impact the migration of contaminated ground water; subsurface drilling or use of ground water, unless the UNITED STATES OF AMERICA first determines that there will be no adverse impacts on United States of America's undertaking.

3. **NOTICE OF THE PRESENCE OF ASBESTOS—WARNING!** Asbestos-containing material is present in floor tile, mastic, and transit in Building 1101 on Parcel B, as shown on the Survey Map (Exhibit 1) and more particularly described on Exhibit 2.

- A. THE GRANTEE IS WARNED that the property contains asbestos-containing materials. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces has been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- B. NO WARRANTIES, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or whether it is or is not safe for a particular purpose.
- C. THE GRANTEE COVENANTS and agrees on behalf of itself, its successor(s) and assign(s) that, in its and their use and occupancy of the property, they will comply with all Federal, State, and local laws relating to asbestos; and that the UNITED STATES OF AMERICA assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE or to the GRANTEE's successor(s), assign(s), employee(s), invitee(s), or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

4. **NOTICE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.**

- A. GRANTEE is informed that the offered property (Building 1101 on Parcel B, shown on the Survey Map and more particularly described on Exhibit 2) was constructed prior to 1978 and may contain lead-based paint.
- B. GRANTEE is notified that any interest in real property on which a building was built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in

young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

- C. GRANTEE covenants and agrees that prior to occupancy of the Property as a residential dwelling, a lead-based paint inspection and risk assessment for lead-based paint hazards shall be conducted in accordance with 40 C.F.R. § 745.227. GRANTEE shall abate, at GRANTEE's own cost, all lead-based paint hazards in accordance with 40 C.F.R. § 745.227(e). Following the abatement, GRANTEE shall obtain a clearance examination pursuant to 40 C.F.R. § 745.227(e) and 24 C.F.R. § 35.140(c) through (f), conducted by a person certified to perform risk assessments or lead-based paint inspections. The examination must show that clearance samples meet the standards set forth in 24 C.F.R. § 35.1320(b)(2). Prior to occupancy of the Property as a residential dwelling, GRANTEE shall furnish GRANTOR with a fully executed Certification of Completion of Lead-Based Paint Hazard Abatement. During occupancy of the Property, GRANTEE shall incorporate ongoing lead-based paint maintenance activities into regular facility operations, pursuant to 24 C.F.R. § 35.1355.
- D. The GRANTEE had an opportunity to inspect the Property prior to conveyance. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any lead-based paint hazards or concerns. The Property is being conveyed "AS IS" and the GRANTEE agrees to hold the UNITED STATES OF AMERICA harmless from any claims arising from or related to lead-based paint.

- 5. **CONDITION OF THE PROPERTY.** The Property and any Easement interests are conveyed "As Is" and "Where Is" without representation, warranty, or guaranty of any kind (except as expressly stated above in Paragraph 2.B, entitled CERCLA Covenant) as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property or that the same is in condition or fit to be used for the purpose for which intended by the GRANTEE. GRANTEE covenants on behalf of itself and its successors and assigns that GRANTEE has inspected or has had the opportunity to inspect, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the UNITED STATES OF AMERICA has not made any representations, warranty, or guaranty (except as expressly stated above in Paragraph 2.B, entitled CERCLA Covenant) concerning the condition of the Property and any Easement interests.
- 6. **ACCESS COVENANT.** The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that GRANTEE and such heirs, successors, and assigns shall cooperate with UNITED STATES OF AMERICA and UNITED STATES OF AMERICA's successors and

assigns to other portions of the Bell Federal Service Center, for the purpose of maintaining safe and continued access by vehicles and pedestrians to each parcel, building and delivery area shown as part of the Bell Federal Service Center on the Survey Map (Exhibit 1).

7. **EXPRESS ACKNOWLEDGEMENT OF THE CONDITION OF THE UTILITIES AND THE FIRE ALARM SYSTEM.** GRANTEE acknowledges and agrees on behalf of itself and its successors and assigns that UNITED STATES OF AMERICA has made no representations and/or warranties about the condition, availability or usability of any of the utilities (including but not limited to electrical, water, gas telephone, sewer and cable) and the fire alarm system (collectively referred to in this paragraph as "utilities"). GRANTEE further acknowledges and agrees on behalf of itself and its successors and assigns that UNITED STATES OF AMERICA warned GRANTEE to investigate the condition, usability and availability of utilities prior to the conveyance and that this is an "AS IS" conveyance. GRANTEE further acknowledges and agrees on behalf of itself and its successors and assigns that any or all of the parcels conveyed by the Quitclaim Deed may not have any utility service without making further arrangements with the utility providers. GRANTEE further acknowledges and agrees on behalf of itself and its successors and assigns that GRANTEE is responsible for obtaining utility service, negotiating with utility service providers and bearing any and all costs for obtaining necessary utility infrastructure and using any necessary utilities. GRANTEE further acknowledges and agrees on behalf of itself and its successors and assigns that GRANTEE cannot rely on adjacent property owners to obtain any necessary utility services.
8. **THIS CONVEYANCE IS ALSO MADE SUBJECT TO** all covenants, reservations, easements, restrictions, conditions, encumbrances, clauses, and rights of way, recorded or unrecorded, including but not limited to streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including, but not limited to specific easements, reservations, rights and covenants described herein, or to the specific easements, reservations, rights, covenants, conditions, and clauses described herein, and to any facts which a physical inspection or accurate survey of the Property and Easements might disclose.
9. **COVENANTS AND EASEMENTS RUN WITH THE LAND.** GRANTEE covenants for itself and its successors and its assigns that any and all covenants, easements and warranties described immediately above in paragraphs 1 through 9 and attached to the Quitclaim Deed shall run with the land and shall bind the GRANTEE and any successors and assigns of the GRANTEE to the restrictions, agreements and promises made in such covenants and easements, in perpetuity. UNITED STATES OF AMERICA shall be deemed to be a beneficiary of all covenants, easements and warranties, without regard to whether it remains the owner of any land or interest therein the locality of the Property, and shall have the right to enforce these covenants, easements and warranties in any court of competent jurisdiction.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary of Health and Human Services

By: 
John G. Hicks, Chief, Space Management Branch
Division of Property Management
Program Support Center


ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 6th day of July, 2007, before me the undersigned officer, personally appeared John G. Hicks, known to me to be the Chief, Space Management Branch, Division of Property Management, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that he subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)


Notary Public

My commission expires April 1st 2011

ACCEPTANCE

Shelter Partnership, Inc. hereby accepts this deed and thereby agrees to all the terms, covenants, conditions and restrictions contained therein.

By


 Ruth Schwartz, Executive Director
 Shelter Partnership, Inc.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) SS

On this _____ day of July, 2007, before me, a Notary Public in and for the City of _____, County of Los Angeles, State of California, personally appeared Ruth Schwartz, known to me to be the Executive Director, Shelter Partnership, Inc., and known to me to be the person who executed the foregoing instrument on behalf of Shelter Partnership, Inc., and acknowledged to me that she executed the same as the free act and deed of Shelter Partnership, Inc.

Witness my hand and official seal.

(SEAL)

 Notary Public

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

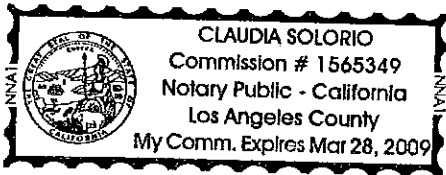
SS.

On July 12, 2007, before me, Claudia Solorio, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ruth Schwartz,
Name(s) of Signer(s)

☐ personally known to me

☒ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Claudia Solorio

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

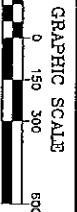
Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Exhibit 1



RECORD OF SURVEY

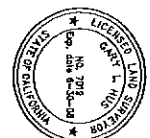
SHEET 1 OF 5 SHEETS

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE, ADJOINING LOTS 106, 107, 117 AND 118 VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, RECORDED IN BOOK 10430 PAGE 32, OFFICIAL RECORDS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT "A" IN COUNTY, AND ALSO A PORTION OF THE RANCHO SAN ANTONIO, AS PER MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT AT THE REQUEST OF THE GENERAL SERVICES ADMINISTRATION (U.S.A.) IN FEBRUARY AND MARCH 2006.

CART L. HUIS, PLS. 7019
REGISTRATION EXPIRES 08-30-08



PURPOSE OF THIS RECORD

THIS RECORD OF SURVEY WAS PREPARED IN CONFORMANCE WITH SECTION 8726 (a, b and c) OF THE BUSINESS AND PROFESSIONS CODE TO DOCUMENT THE BOUNDARY OF LANDS OWNED BY THE UNITED STATES OF AMERICA AND THE SUBDIVISION OF SAID LANDS INTO PARCELS TO BE DISPOSED OF.

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8706 OF THE SURVEYORS ACT
THIS DAY OF _____ 2006
COUNTY SURVEYOR

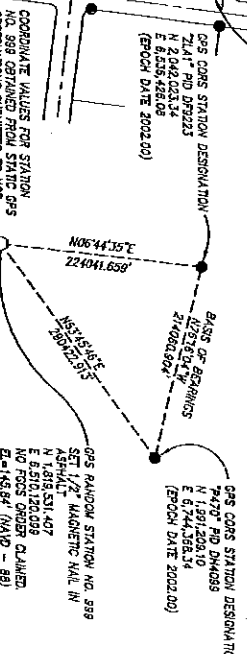
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 5, AND WAS DETERMINED BETWEEN GPS COGS STATION "7410" PUBLISHED BY NATIONAL GEODETIC SURVEY (NGS) AND GPS COGS STATION "2411", ALSO PUBLISHED BY NGS.

THE COGNOMEN SCALE FACTOR AT RANCHO STATION NO. 899 IS 1.000000779
GRID DISTANCE = GROUND DISTANCE X COGNOMEN SCALE FACTOR. ALL MEASURED DISTANCES SHOWN HEREON ARE GRID DISTANCES.
QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

LINE	BEARING	LENGTH
C1	43°33'33"	348.27
C2	15°33'33"	501.34
C3	18°17'25"	488.34
C4	33°17'19"	498.33

LINE	BEARING	LENGTH
L1	N 64°17'18" W	137.33
L2	N 85°12'05" W	104.43



LEGEND

- WELL SET AT 2724' IRON PIPE WITH DISC STAMPED "S. 2019"
- FOUND 2" IRON PIPE WITH DISC STAMPED "S. 2019" PER R.S. 78/85 ACCEPTED AS MONUMENT FOR POSITION INDICATED.
- FOUND 7" WIDE CONCRETE MONUMENT WITH "P" DISC STAMPED "S. 2019" PER R.S. 78/85 SET +/- 0.2 FEET BELOW SURFACE INDICATES FOUND MONUMENT AS NOTED AND FOUND FLUSH WITH GROUND UNLESS OTHERWISE NOTED.
- INDICATES FOUND 2" IRON PIPE WITH DISC STAMPED "ACE 8244" PER P.M. 11282 P.M.B. 120/56-60 ACCEPTED FOR POSITIONS SHOWN HEREON.
- DENOTES FOUND
- DENOTES IRON PIPE
- DENOTES PAVED MAP BOOK
- DENOTES PAVED MAP
- DENOTES RECORD DATA PER P.M. NO. 11282 P.M.B. 120/56-60
- DENOTES RECORD DATA PER CALTRANS RIGHT-OF-WAY MAP NOS. F-1524-1-6
- DENOTES RECORD DATA PER R.S. 78/85
- DENOTES RECORD DATA PER P.M. NO. 26511 P.M.B. 315/7-9
- DENOTES RECORD DATA PER D.B. 2013 PAGE 131, RECORDED JULY 18, 1944
- DENOTES RECORD DATA PER P.M. NO. 17333 P.M.B. 250/51-57

PROJECT DESIGN CONSULTANTS
Rancho Landmark Architects | Environmental | Engineering | Survey
701 B Street, Suite 800 | San Diego, CA 92101
619.236.9271 Tel | 619.234.0849 Fax

Exhibit 1

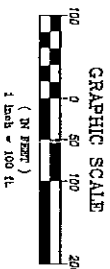
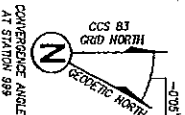
RECORD OF SURVEY IN THE COUNTY OF LOS ANGELES

SHEET 3 OF 5 SHEETS

SEE SHEET 4

P.M. NO. 11282
P.M.B. 120/56-80

LOT 6



PROPOSED
UNITED STATES ARMY RESERVE
PARCEL A

R/S 78/85

PROPOSED
LOS ANGELES JUNIOR
SCHOOL DISTRICT
PARCEL 1/4

PROPOSED
CITY OF BEL
PARCEL 1/4

PROPOSED
SALVATION ARMY
PARCEL 1/4

PROJECT DESIGN CONSULTANTS
Providing Landmark Architecture | Environmental Engineering | Survey
701 S Street, Suite 800
San Diego, CA 92101
619.235.0471 fax
619.235.0549 fax

PROPOSED 71.5' WIDE
STREET EASEMENT

PROPOSED 64' WIDE
6th STREET EASEMENT

70 SPICE AND WASHER IN 2" IP
WITH DISC MARKED "ICE 844" PER
P.M. NO. 11282 P.A.B. 120/56-80
ACCEPTED AS INTERSECTION OF
CENTRULINE AND SUBDIVISION
BOUNDARY.

SEE SHEET 2

PAR 4

PAR 2

P.M.B. 315/7-8

P.M. NO. 11282

P.M.B. 120/56-80

PAR 5

PAR 6

P.M. NO. 28511

P.M. NO. 11282
P.M.B. 120/56-80

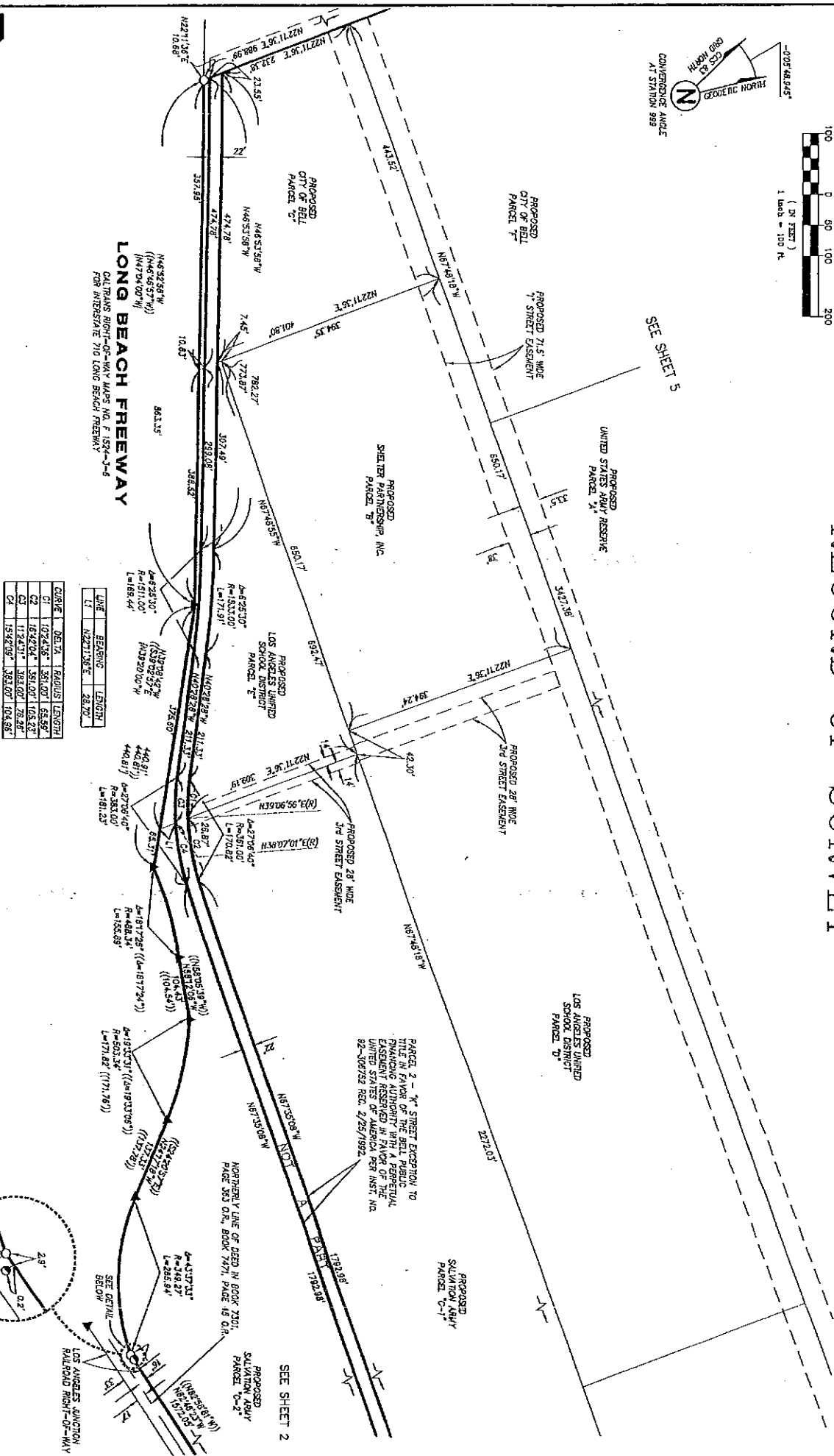
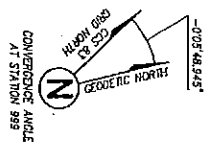
EASTERN AVENUE

P.M. NO. 13429
P.M.B. 158/60-68
PAR 1

PAR 2

PAR 13

RECORD OF SURVEY



PROJECT DESIGN CONSULTANTS

701 B Street, Suite 800 San Diego, CA 92101
619.235.8471 Tel 619.234.0349 Fax

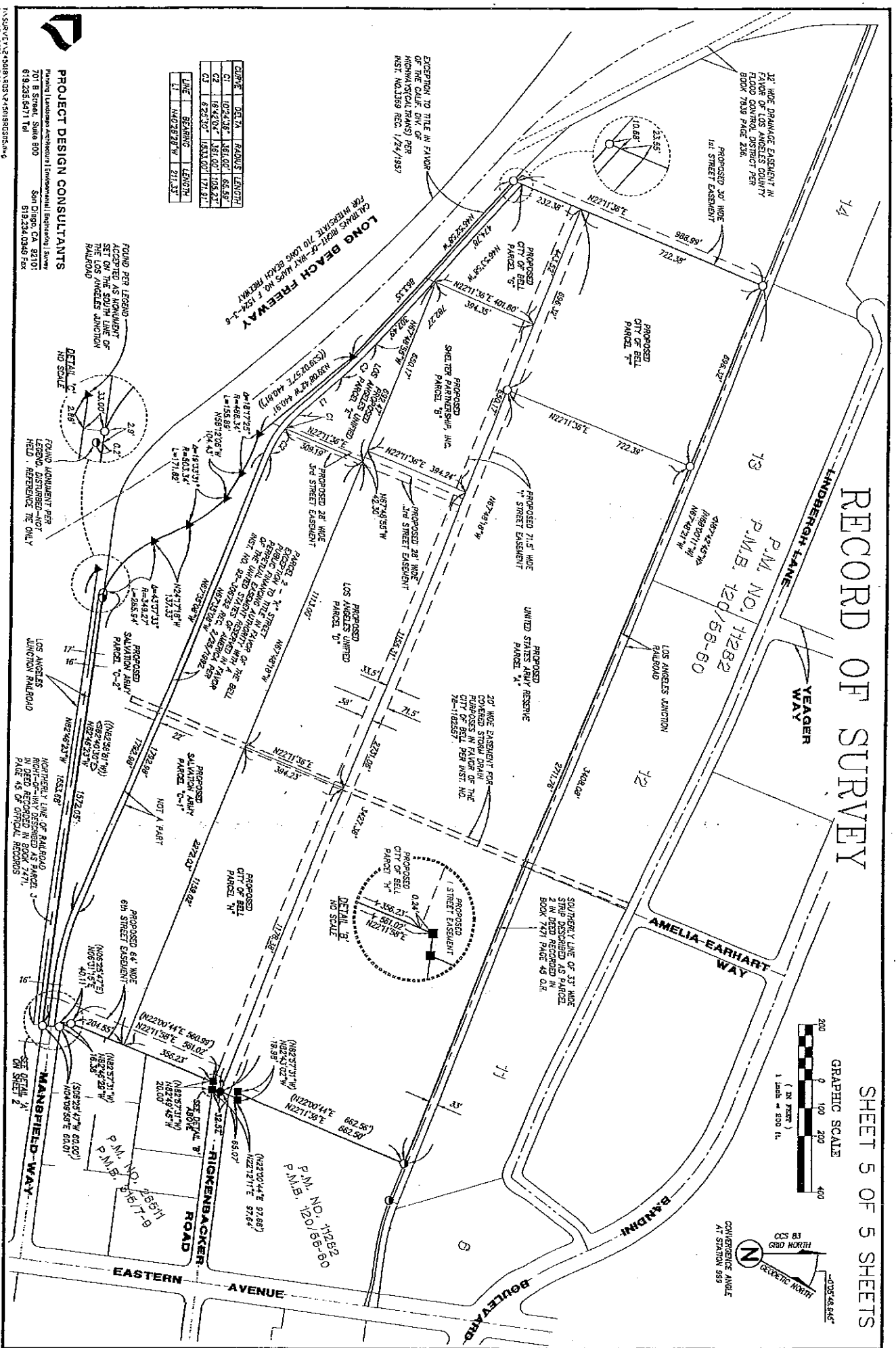
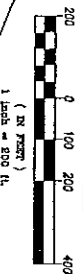
7/15/2018/EDS/243018R504.mg
For 12 2006 - 500gr

Exhibit 1

RECORD OF SURVEY

SHEET 5 OF 5 SHEETS

GRAPHIC SCALE



LINE	BEARING	LENGTH
1	N 0° 00' 00" E	1.00
2	N 0° 00' 00" E	1.00
3	N 0° 00' 00" E	1.00
4	N 0° 00' 00" E	1.00
5	N 0° 00' 00" E	1.00
6	N 0° 00' 00" E	1.00
7	N 0° 00' 00" E	1.00
8	N 0° 00' 00" E	1.00
9	N 0° 00' 00" E	1.00
10	N 0° 00' 00" E	1.00
11	N 0° 00' 00" E	1.00
12	N 0° 00' 00" E	1.00
13	N 0° 00' 00" E	1.00
14	N 0° 00' 00" E	1.00
15	N 0° 00' 00" E	1.00
16	N 0° 00' 00" E	1.00
17	N 0° 00' 00" E	1.00
18	N 0° 00' 00" E	1.00
19	N 0° 00' 00" E	1.00
20	N 0° 00' 00" E	1.00
21	N 0° 00' 00" E	1.00
22	N 0° 00' 00" E	1.00
23	N 0° 00' 00" E	1.00
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98	N 0° 00' 00" E	1.00
99	N 0° 00' 00" E	1.00
100	N 0° 00' 00" E	1.00

PROJECT DESIGN CONSULTANTS

Planning Landscapes Architecture | Environmental | Engineering | Survey
701 E Street, Suite 800
San Diego, CA 92101
619.235.6071
619.235.6049 FAX

Exhibit 2

LEGAL DESCRIPTION SHELTER PARTNERSHIP, INC.

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE, ADJOINING LOTS 106, 107, 117 AND 118 VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, RECORDED IN BOOK 10430 PAGE 32, OF OFFICIAL RECORDS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT "A" IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY, AND ALSO A PORTION OF THE RANCHO SAN ANTONIO, AS PER MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B

COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS PLATE STAMPED "LS 2348" MARKING THE MOST NORTHERLY CORNER OF PARCEL 10 OF PARCEL MAP NO. 11282, AS PER MAP FILED IN BOOK 120 PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL MAP THE FOLLOWING COURSES: SOUTH 22°11'36" WEST, 662.50 FEET; THENCE SOUTH 82°43'02" EAST, 19.98 FEET; THENCE SOUTH 22°12'11" WEST, 65.07 FEET TO THE CENTERLINE OF RICKENBACKER ROAD PER SAID PARCEL MAP NO. 11282; THENCE LEAVING SAID WESTERLY LINE NORTH 67°48'18" WEST, 2333.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22°11'36" WEST, 394.24 FEET; THENCE NORTH 67°48'55" WEST, 650.17 FEET; THENCE NORTH 22°11'36" EAST, 394.35 FEET; THENCE SOUTH 67°48'18" EAST, 650.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 5.885 ACRES (GROUND UNITS), MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT 'A' AND BY THIS REFERENCE MADE A PART THEREOF. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. ALL AREA ACREAGES ARE EXPRESSED IN GROUND UNITS. TO COMPUTE GROUND DISTANCES, DIVIDE GRID DISTANCES BY 1.00000779. ALL BEARINGS SHOWN HEREON ARE GRID BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE 5, ADJUSTMENT, NAD-83, AND EPOCH 2002.

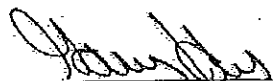
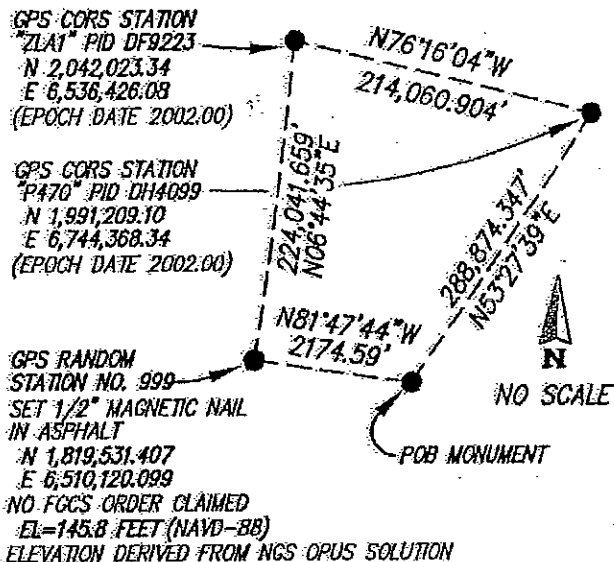
 3-16-2007
GARY L. HUS DATE
L.S. 7019
EXPIRATION DATE 6/30/2008



Exhibit 2

LEGAL DESCRIPTION:

PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE ADJOINING LOTS 106, 107, 117 AND 118 IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT 'A' IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA.



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, AND WAS DETERMINED BETWEEN GPS CORS STATION "P470" PUBLISHED BY NATIONAL GEODETIC SURVEY (NGS) AND GPS CORS STATION "ZLA1", ALSO PUBLISHED BY NGS, I.E. NORTH 76°16'04" WEST.

THE COMBINED SCALE FACTOR AT RANDOM STATION NO. 999 IS 1.00000779. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ALL MEASURED DISTANCES SHOWN HEREON ARE GRID DISTANCES.

QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

PREPARED BY:

[Signature] 3-16-2007
GARY L. HUS, L.S. 7019 DATE
REGISTRATION EXPIRES 6/30/2008



PROJECT DESIGN CONSULTANTS

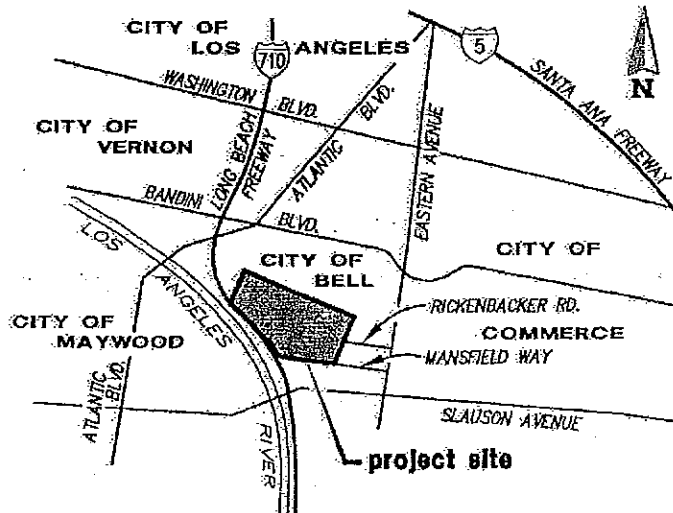
Planning | Landscape Architecture | Environmental | Engineering | Survey
701-B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

LEGEND:

- INDICATES EXISTING OVERALL BOUNDARY OF EXISTING GSA PROPERTY
- P.O.C. — INDICATES POINT OF COMMENCEMENT
- P.O.B. — INDICATES POINT OF BEGINNING
- (R) — INDICATES RADIAL BEARING



INDICATES SHELTER PARTNERSHIP, INC. ("SPI") PROPOSED PARCEL B AREA
5.885 ACRES GROSS (GROUND UNITS) AND
5.318 ACRES NET (GROUND UNITS), MORE OR LESS



VICINITY MAP
NO SCALE

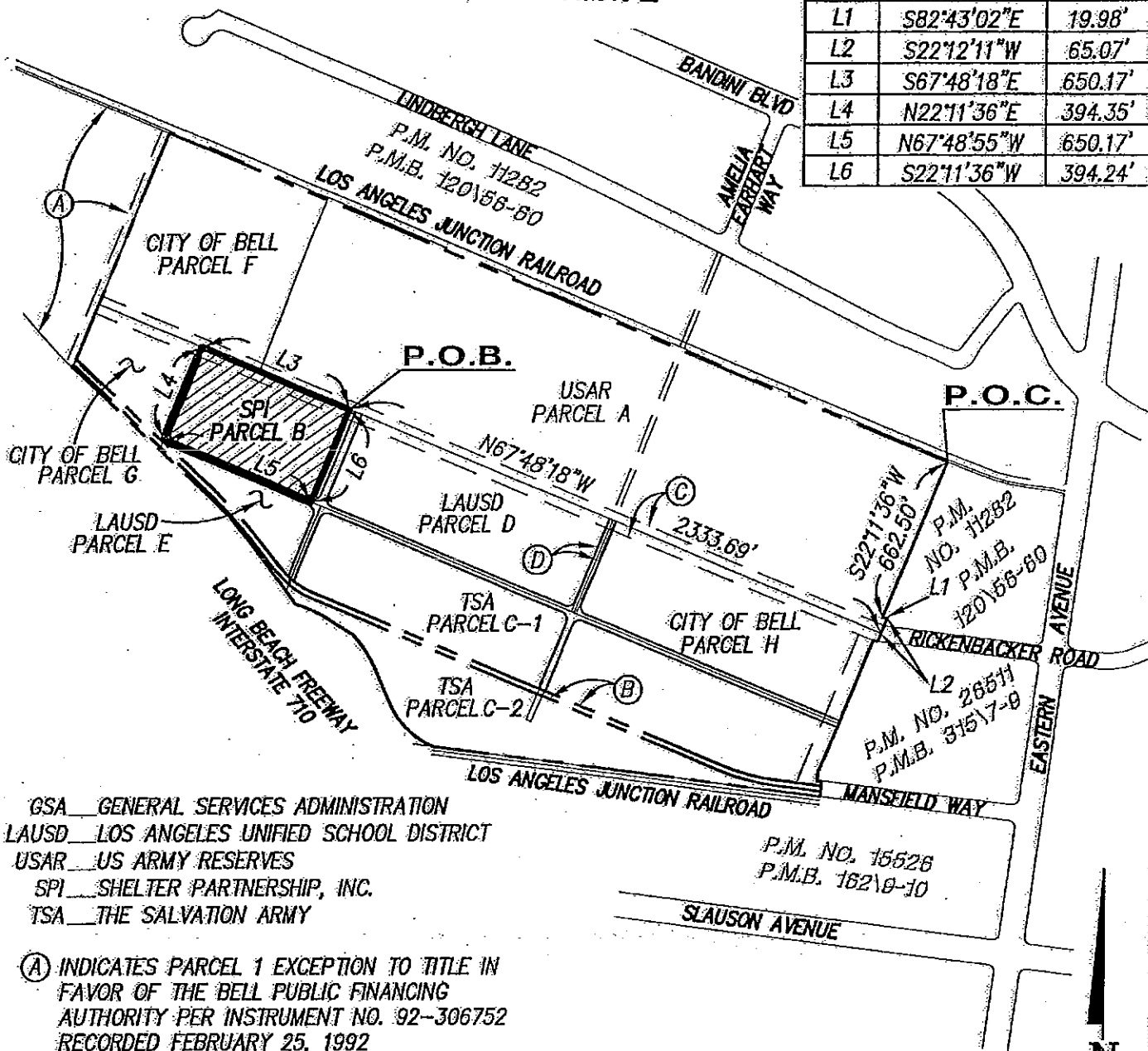


**EXHIBIT
'A'**

SHEET 1 OF 3

Exhibit 2

LINE	BEARING	LENGTH
L1	S82°43'02"E	19.98'
L2	S22°12'11"W	65.07'
L3	S67°48'18"E	650.17'
L4	N22°11'36"E	394.35'
L5	N67°48'55"W	650.17'
L6	S22°11'36"W	394.24'



GSA GENERAL SERVICES ADMINISTRATION
 LAUSD LOS ANGELES UNIFIED SCHOOL DISTRICT
 USAR US ARMY RESERVES
 SPI SHELTER PARTNERSHIP, INC.
 TSA THE SALVATION ARMY

- (A) INDICATES PARCEL 1 EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992
- (B) INDICATES PARCEL 2 PER INSTRUMENT NO. 92-306752 SHOWN ABOVE - ALSO BEING A 22' FOOT WIDE STRIP WITH A PERPETUAL EASEMENT IN FAVOR OF THE U.S.A. OVER SAID STRIP
- (C) INDICATES PROPOSED 1 STREET EASEMENT
- (D) 20' WIDE EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF BELL PER INSTRUMENT NO. 78-1182557



PROJECT DESIGN CONSULTANTS

Planning | Landscape Architecture | Environmental | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT 'A'

SHEET 2 OF 3

Exhibit 2

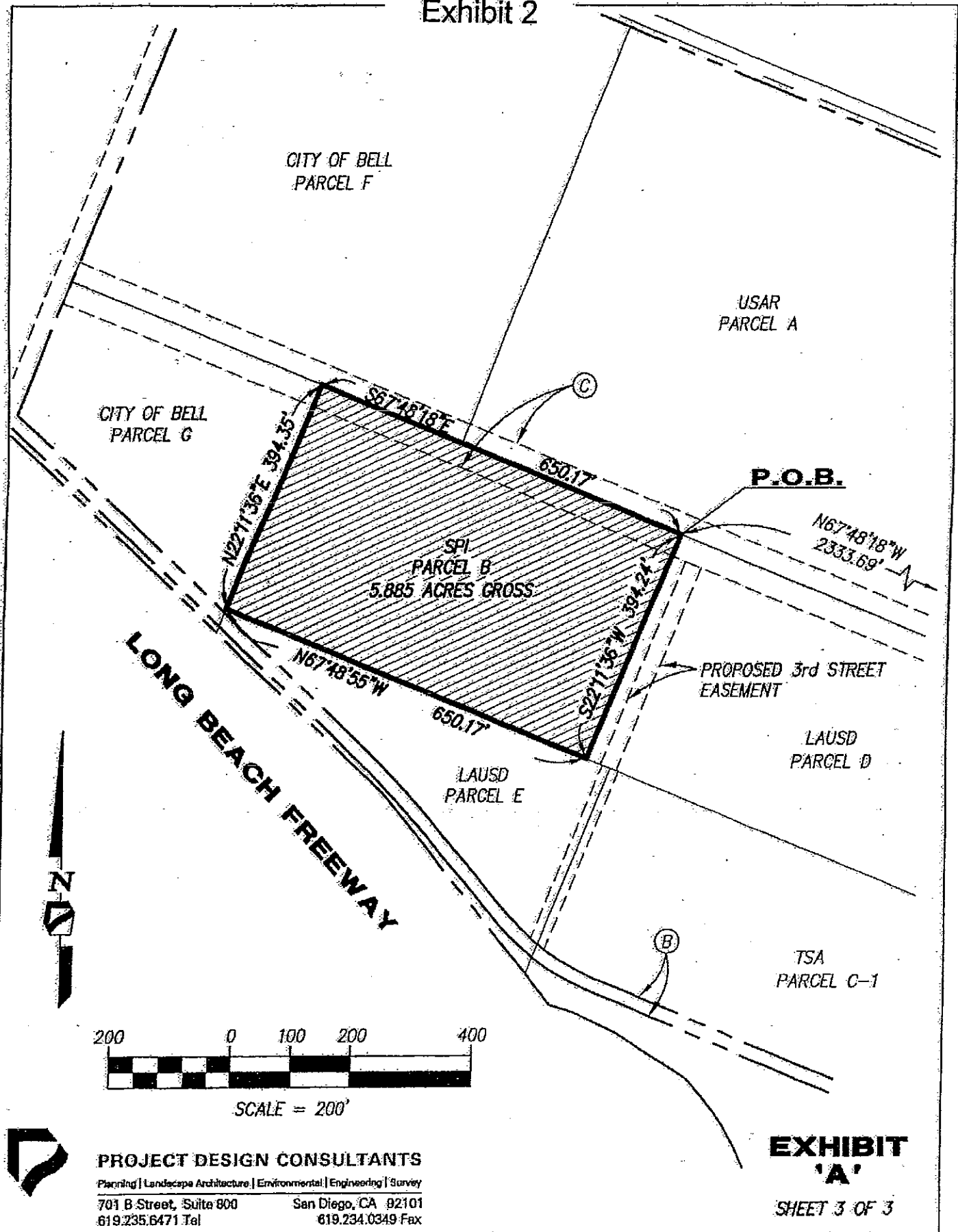


Exhibit 3

LEGAL DESCRIPTION STREET EASEMENT

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE, ADJOINING LOTS 106, 107, 117 AND 118 VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, RECORDED IN BOOK 10430 PAGE 32, OF OFFICIAL RECORDS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT "A" IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY, AND ALSO A PORTION OF THE RANCHO SAN ANTONIO, AS PER MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

I STREET

COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS PLATE STAMPED "LS 2348" MARKING THE MOST NORTHERLY CORNER OF PARCEL 10 OF PARCEL MAP NO. 11282, AS PER MAP FILED IN BOOK 120 PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL MAP THE FOLLOWING COURSES: SOUTH 22°11'36" WEST, 662.50 FEET; THENCE SOUTH 82°43'02" EAST, 19.98 FEET; THENCE SOUTH 22°12'11" WEST, 31.57 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 22°12'11" WEST, 66.07 FEET; THENCE NORTH 82°49'45" WEST, 20.00 FEET; THENCE SOUTH 22°11'58" WEST, 0.24 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 67°48'18" WEST 3408.06 FEET TO A POINT ON THE EASTERLY LINE OF LAND DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE NORTH 22°11'36" EAST, 71.50 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 67°48'18" EAST, 3427.38 FEET TO THE **POINT OF BEGINNING**.

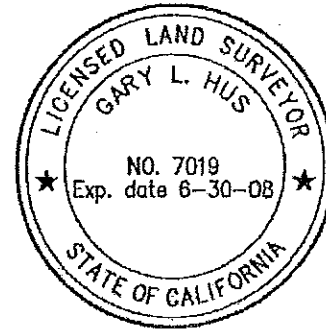
SAID PARCEL OF LAND CONTAINS 5.624 ACRES (GROUND UNITS), MORE OR LESS.

Exhibit 3

ATTACHED HERETO IS A PLAT LABELED EXHIBIT 'A' AND BY THIS REFERENCE MADE A PART THEREOF. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. ALL AREA ACREAGES ARE EXPRESSED IN GROUND UNITS. TO COMPUTE GROUND DISTANCES, DIVIDE GRID DISTANCES BY 1.00000779. ALL BEARINGS SHOWN HEREON ARE GRID BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE 5, ADJUSTMENT, NAD-83, AND EPOCH 2002.

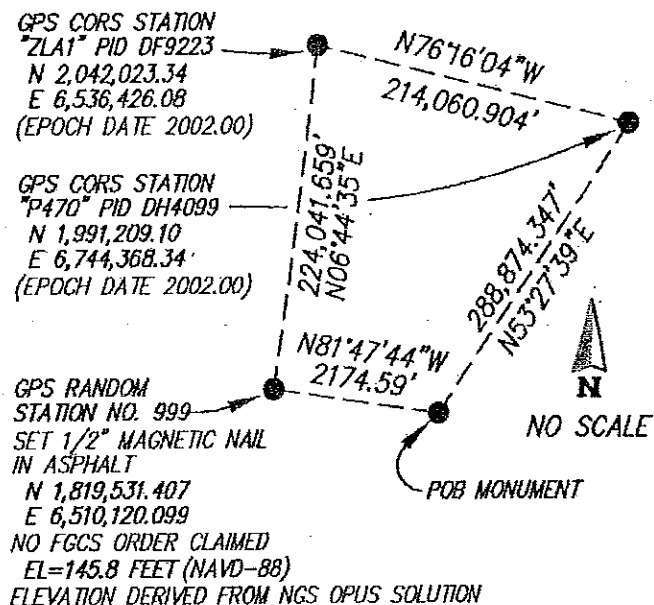
 3-16-2007

GARY L. HUS DATE
L.S. 7019
EXPIRATION DATE 6/30/2008



LEGAL DESCRIPTION:

PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE ADJOINING LOTS 106, 107, 117 AND 118 IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT 'A' IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA.

**BASIS OF BEARINGS:**

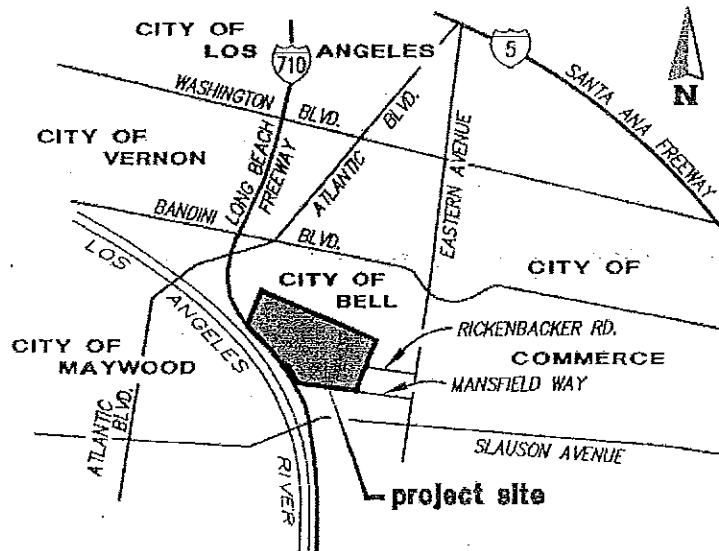
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, AND WAS DETERMINED BETWEEN GPS CORS STATION "P470" PUBLISHED BY NATIONAL GEODETIC SURVEY (NGS) AND GPS CORS STATION "ZLA1", ALSO PUBLISHED BY NGS. I.E. NORTH 76°16'04" WEST

THE COMBINED SCALE FACTOR AT RANDOM STATION NO. 999 IS 1.00000779 GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ALL MEASURED DISTANCES SHOWN HEREON ARE GRID DISTANCES.

QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

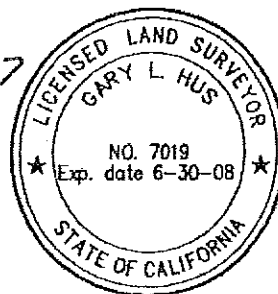
LEGEND:

- INDICATES EXISTING OVERALL BOUNDARY OF EXISTING GSA PROPERTY
- P.O.C. — INDICATES POINT OF COMMENCEMENT
- P.O.B. — INDICATES POINT OF BEGINNING
- (R) — INDICATES RADIAL BEARING
- INDICATES ACCESS EASEMENT PROPOSED 1 STREET EASEMENT AREA 5.624 ACRES (GROUND UNITS), MORE OR LESS



PREPARED BY:

GARY L. HUS, L.S. 7019 DATE
REGISTRATION EXPIRES 6/30/2008

**PROJECT DESIGN CONSULTANTS**

Planning | Landscape Architecture | Environmental | Engineering | Survey

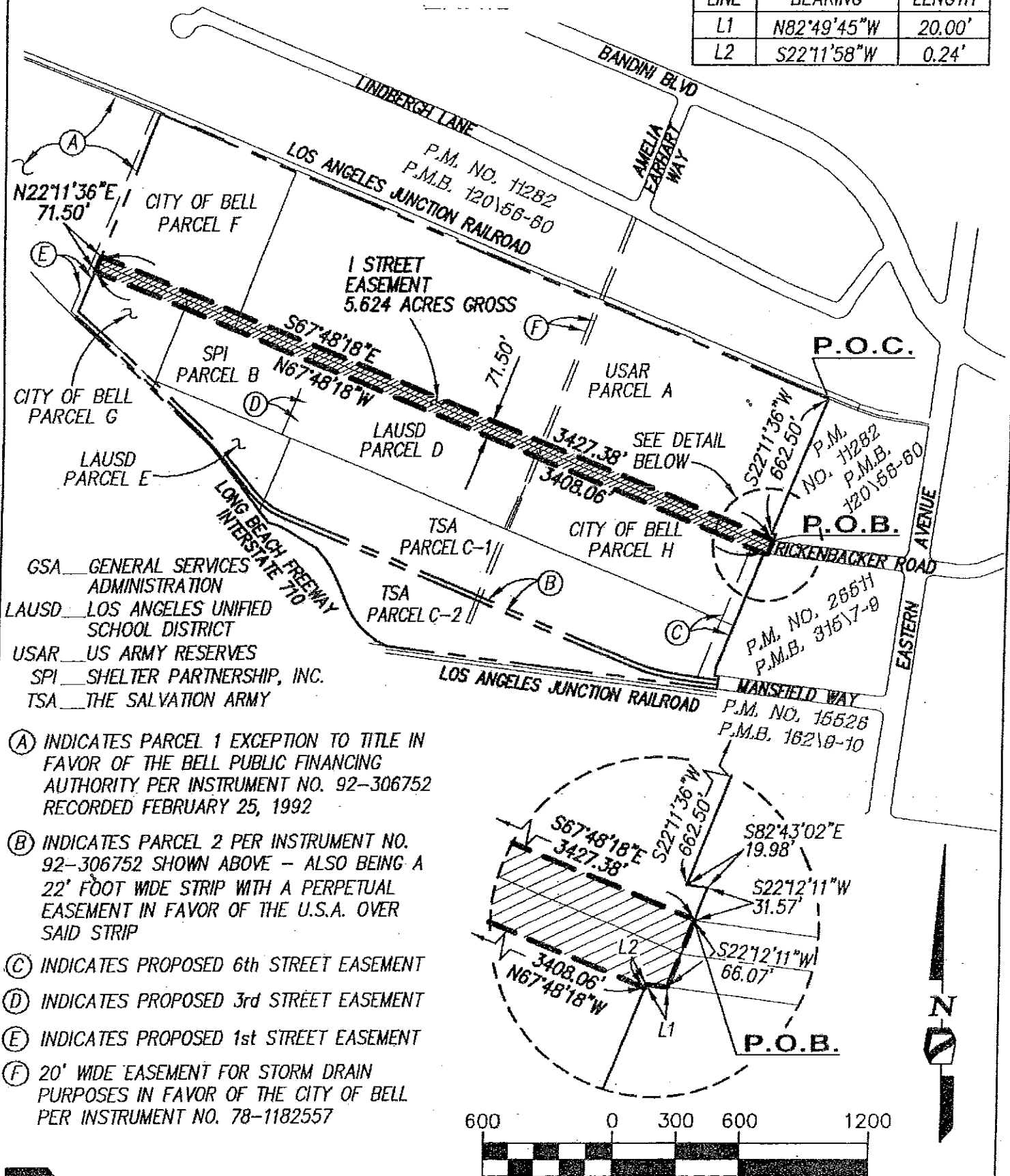
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

**EXHIBIT
'A'**

SHEET 1 OF 2

Exhibit 3

LINE	BEARING	LENGTH
L1	N82°49'45"W	20.00'
L2	S22°11'58"W	0.24'



PROJECT DESIGN CONSULTANTS

Planning | Landscape Architecture | Environmental | Engineering | Survey

701 B Street, Suite 800
619.235.6471 Tel

San Diego, CA 92101
619.234.0349 Fax

**EXHIBIT
'A'**

SHEET 2 OF 2

Exhibit 4

LEGAL DESCRIPTION STREET EASEMENT

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE, ADJOINING LOTS 106, 107, 117 AND 118 VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, RECORDED IN BOOK 10430 PAGE 32, OF OFFICIAL RECORDS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT "A" IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY, AND ALSO A PORTION OF THE RANCHO SAN ANTONIO, AS PER MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

3rd STREET

COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS PLATE STAMPED "LS 2348" MARKING THE MOST NORTHERLY CORNER OF PARCEL 10 OF PARCEL MAP NO. 11282, AS PER MAP FILED IN BOOK 120 PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL MAP THE FOLLOWING COURSES: SOUTH 22°11'36" WEST, 662.50 FEET; THENCE SOUTH 82°43'02" EAST, 19.98 FEET; THENCE SOUTH 22°12'11" WEST, 97.64 FEET; THENCE NORTH 82°49'45" WEST, 20.00 FEET; THENCE SOUTH 22°11'58" WEST, 0.24 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 67°48'18" WEST, 2261.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22°11'36" WEST 356.23 FEET; THENCE SOUTH 67°48'18" EAST 3.30 FEET; THENCE SOUTH 22°11'36" WEST 313.15 FEET TO A POINT ON THE NORTHERLY LINE OF "K" STREET DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992 AND THE BEGINNING OF A NON-TANGENT 361.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 36°48'24" EAST; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE 29.28 FEET THROUGH A CENTRAL ANGLE OF 4°38'48" TO A POINT OF INTERSECTION WITH A LINE 28 FEET WESTERLY OF AND PARALLEL WITH SAID LINE DESCRIBED ABOVE AS HAVING A BEARING AND DISTANCE OF "SOUTH 22°11'36" WEST 313.15 FEET; THENCE LEAVING SAID NORTHERLY LINE AND ALONG SAID PARALLEL LINE NORTH 22°11'36" EAST 304.62 FEET; THENCE NORTH 67°48'18" WEST 3.30 FEET TO A POINT OF INTERSECTION WITH A LINE 28 FEET WESTERLY OF AND PARALLEL WITH SAID LINE DESCRIBED AS HAVING A BEARING AND DISTANCE OF "SOUTH 22°11'36" WEST 356.23 FEET; THENCE ALONG SAID PARALLEL LINE NORTH 22°11'36" EAST 356.23 FEET; THENCE SOUTH 67°48'18" EAST 28.00 FEET TO THE POINT OF BEGINNING.

Exhibit 4

SAID PARCEL OF LAND CONTAINS 0.428 ACRES (GROUND UNITS), MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT 'A' AND BY THIS REFERENCE MADE A PART THEREOF. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. ALL AREA ACREAGES ARE EXPRESSED IN GROUND UNITS. TO COMPUTE GROUND DISTANCES, DIVIDE GRID DISTANCES BY 1.00000779. ALL BEARINGS SHOWN HEREON ARE GRID BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE 5, ADJUSTMENT, NAD-83, AND EPOCH 2002.

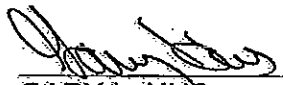
 6-26-2007
GARY L. HUS DATE
L.S. 7019
EXPIRATION DATE 6/30/2008




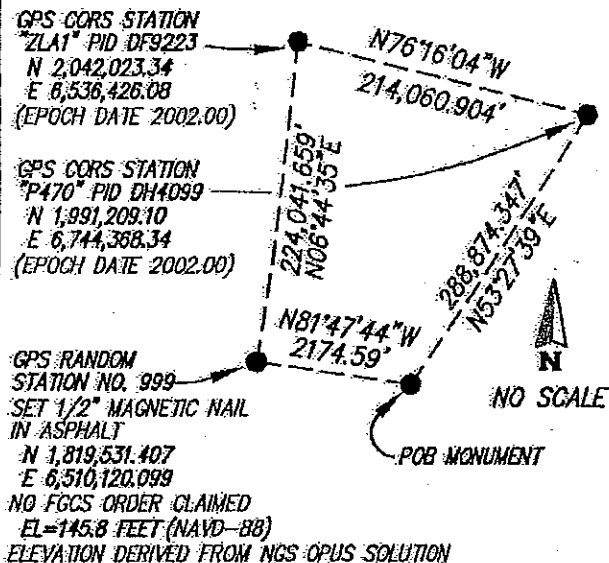
Exhibit 4

LEGAL DESCRIPTION:

PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE ADJOINING LOTS 106, 107, 117 AND 118 IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT 'A' IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA.

LEGEND:

- INDICATES EXISTING OVERALL BOUNDARY OF EXISTING GSA PROPERTY
- P.O.C. — INDICATES POINT OF COMMENCEMENT
- P.O.B. — INDICATES POINT OF BEGINNING
- (R) — INDICATES RADIAL BEARING
-  INDICATES ACCESS EASEMENT PROPOSED 3rd STREET EASEMENT AREA 0.428 ACRES (GROUND UNITS), MORE OR LESS

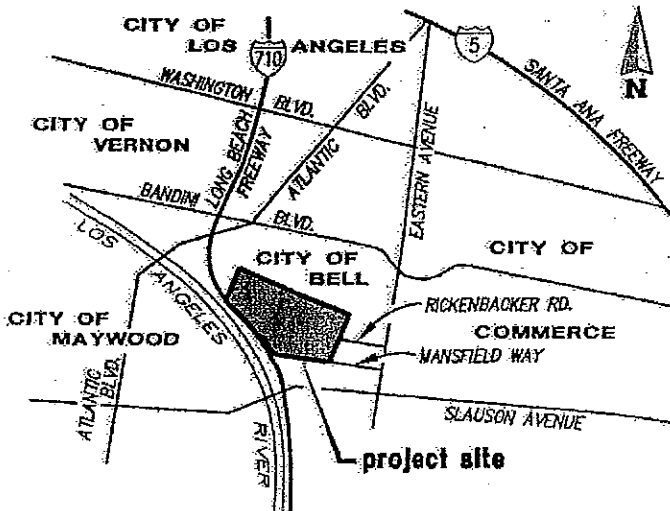


BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, AND WAS DETERMINED BETWEEN GPS CORS STATION "P470" PUBLISHED BY NATIONAL GEODETIC SURVEY (NGS) AND GPS CORS STATION "ZLA1", ALSO PUBLISHED BY NGS. I.E. NORTH 76°16'04" WEST.

THE COMBINED SCALE FACTOR AT RANDOM STATION NO. 999 IS 1.00000779 GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ALL MEASURED DISTANCES SHOWN HEREON ARE GRID DISTANCES.

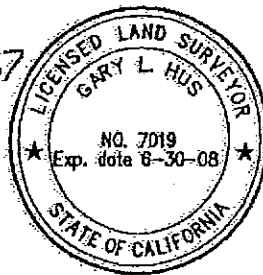
QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.



VICINITY MAP
NO SCALE

PREPARED BY:

GARY L. HUS, L.S. 7019 DATE 3-16-2007
REGISTRATION EXPIRES 6/30/2008



PROJECT DESIGN CONSULTANTS

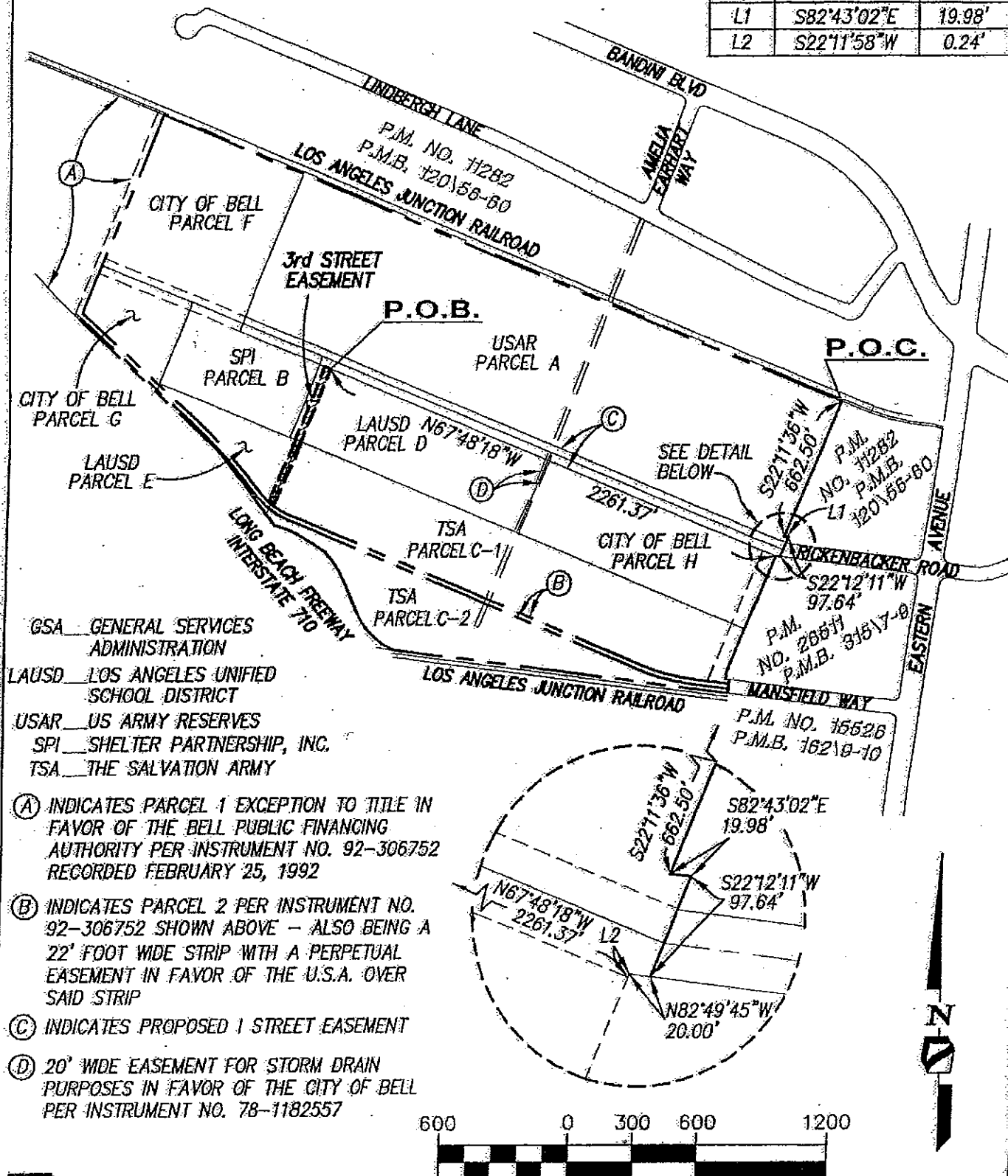
Planning | Landscape Architecture | Environmental | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

EXHIBIT
'A'

SHEET 1 OF 3

Exhibit 4

LINE	BEARING	LENGTH
L1	S82°43'02"E	19.98'
L2	S22°11'58"W	0.24'



GSA GENERAL SERVICES ADMINISTRATION
 LAUSD LOS ANGELES UNIFIED SCHOOL DISTRICT
 USAR US ARMY RESERVES
 SPI SHELTER PARTNERSHIP, INC.
 TSA THE SALVATION ARMY

- (A) INDICATES PARCEL 1 EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992
- (B) INDICATES PARCEL 2 PER INSTRUMENT NO. 92-306752 SHOWN ABOVE - ALSO BEING A 22' FOOT WIDE STRIP WITH A PERPETUAL EASEMENT IN FAVOR OF THE U.S.A. OVER SAID STRIP
- (C) INDICATES PROPOSED 1 STREET EASEMENT
- (D) 20' WIDE EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF BELL PER INSTRUMENT NO. 78-1182557

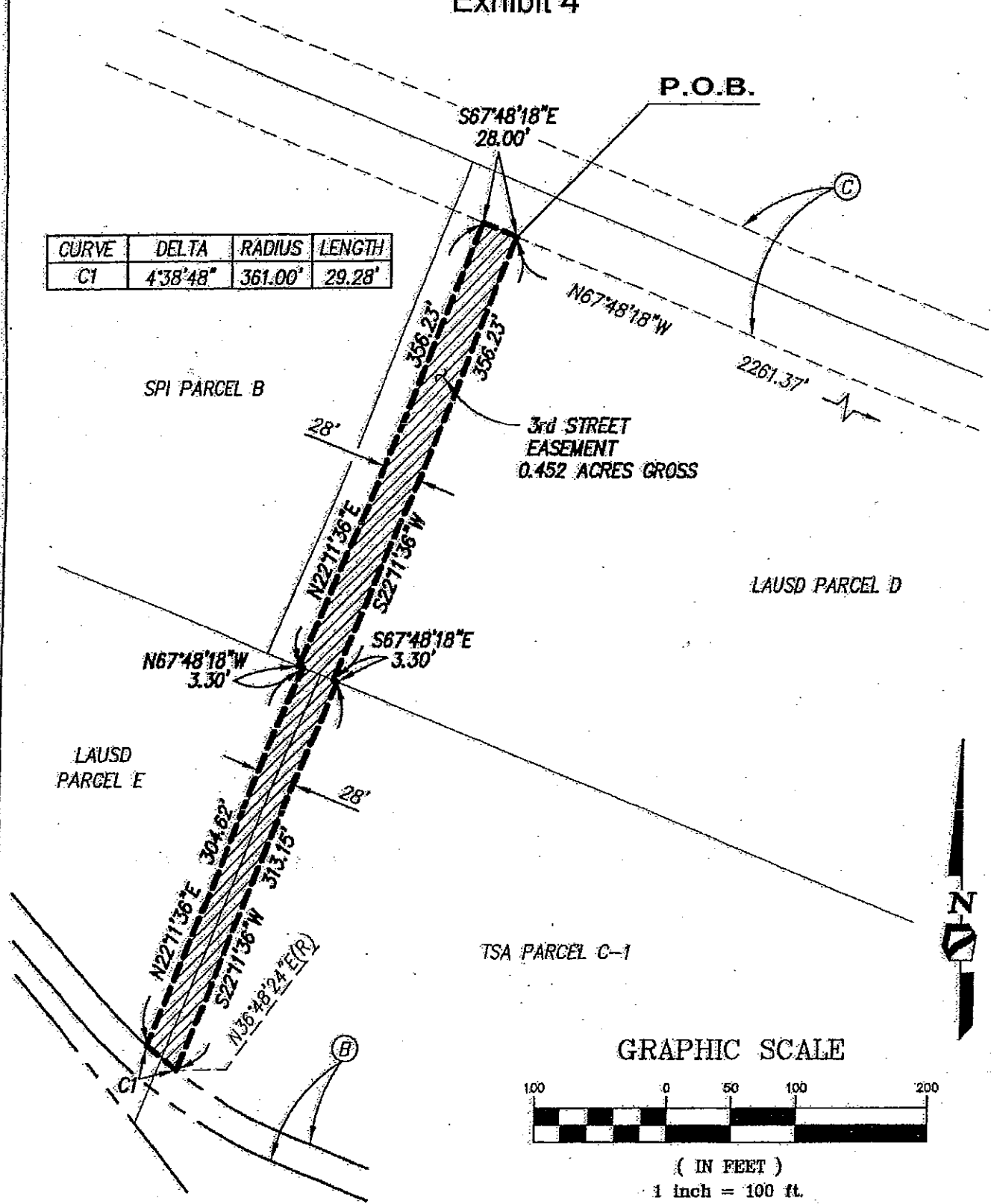


PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Environmental | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

EXHIBIT
'A'
 SHEET 2 OF 3

Exhibit 4

CURVE	DELTA	RADIUS	LENGTH
C1	4°38'48"	361.00'	29.28'



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



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**EXHIBIT
'A'**

SHEET 3 OF 3

Exhibit 5

LEGAL DESCRIPTION STREET EASEMENT

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE, ADJOINING LOTS 106, 107, 117 AND 118 VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, RECORDED IN BOOK 10430 PAGE 32, OF OFFICIAL RECORDS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT "A" IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY, AND ALSO A PORTION OF THE RANCHO SAN ANTONIO, AS PER MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

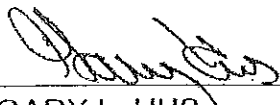
6th STREET

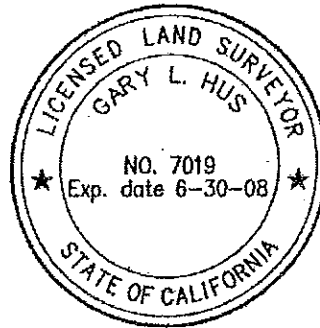
COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS PLATE STAMPED "LS 2348" MARKING THE MOST NORTHERLY CORNER OF PARCEL 10 OF PARCEL MAP NO. 11282, AS PER MAP FILED IN BOOK 120 PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL MAP THE FOLLOWING COURSES: SOUTH 22°11'36" WEST, 662.50 FEET; THENCE SOUTH 82°43'02" EAST, 19.98 FEET; THENCE SOUTH 22°12'11" WEST, 97.64 FEET; THENCE NORTH 82°49'45" WEST, 20.00 FEET; THENCE SOUTH 22°11'58" WEST, 0.24 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 22°11'58" WEST, 560.77 FEET; THENCE SOUTH 06°31'15" WEST, 40.11 FEET; THENCE SOUTH 82°46'29" EAST, 16.38 FEET; THENCE SOUTH 04°09'58" WEST, 60.01 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 16.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THAT CERTAIN STRIP OF RAILROAD RIGHT-OF-WAY DESCRIBED AS PARCEL 3 IN DEED RECORDED IN BOOK 7471, PAGE 45 OF OFFICIAL RECORDS; THENCE ALONG SAID PARALLEL LINE NORTH 82°46'23" WEST, 101.75 FEET; THENCE LEAVING LAST SAID LINE NORTH 07°13'37" EAST, 42.36 FEET TO A POINT OF INTERSECTION ON THE NORTHERLY LINE OF "K" STREET DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992, WITH A LINE PARALLEL WITH AND DISTANT 64.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY LINE OF SAID PARCEL MAP NO. 11282 SHOWN ON SAID PARCEL MAP AS HAVING A BEARING AND DISTANCE OF "NORTH 22°00'44" EAST, 560.99 FEET"; THENCE LEAVING SAID NORTHERLY LINE ALONG SAID PARALLEL LINE NORTH 22°11'58" EAST, 637.57 FEET; THENCE SOUTH 67°48'18" EAST, 64.00 FEET TO THE **POINT OF BEGINNING**.

Exhibit 5

SAID PARCEL OF LAND CONTAINS 1.039 ACRES (GROUND UNITS), MORE OR LESS.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT 'A' AND BY THIS REFERENCE MADE A PART THEREOF. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. ALL AREA ACREAGES ARE EXPRESSED IN GROUND UNITS. TO COMPUTE GROUND DISTANCES, DIVIDE GRID DISTANCES BY 1.00000779. ALL BEARINGS SHOWN HEREON ARE GRID BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE 5, ADJUSTMENT, NAD-83, AND EPOCH 2002.


 3-16-2007
GARY L. HUS DATE
L.S. 7019
EXPIRATION DATE 6/30/2008

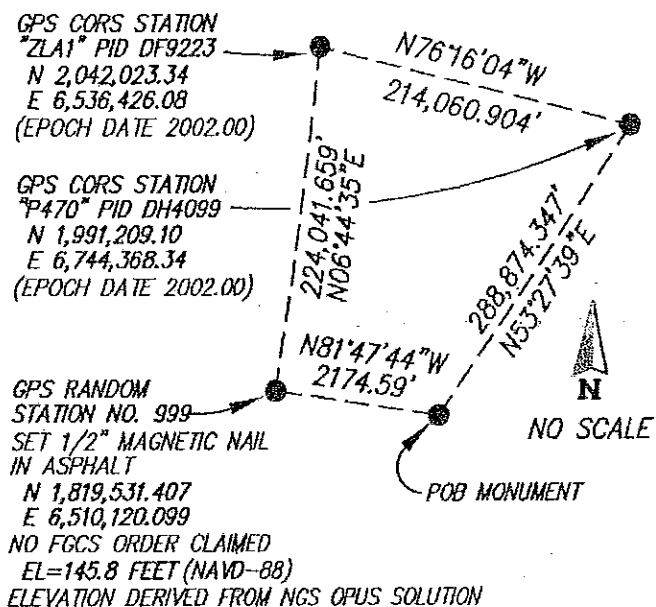


LEGAL DESCRIPTION:

PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE ADJOINING LOTS 106, 107, 117 AND 118 IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN ON MAP FILED AS EXHIBIT 'A' IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA.

LEGEND:

- INDICATES EXISTING OVERALL BOUNDARY OF EXISTING GSA PROPERTY
- P.O.C. — INDICATES POINT OF COMMENCEMENT
- P.O.B. — INDICATES POINT OF BEGINNING
- (R) — INDICATES RADIAL BEARING
-  INDICATES ACCESS EASEMENT PROPOSED 6th STREET EASEMENT AREA 1.039 ACRES (GROUND UNITS), MORE OR LESS

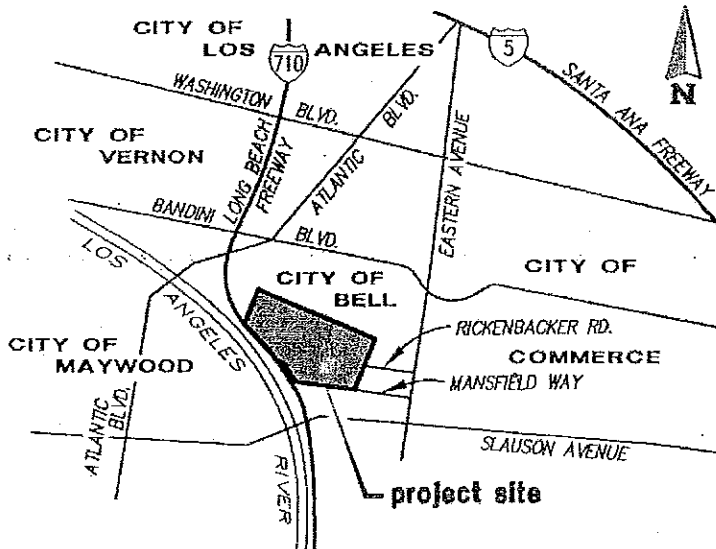


BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, AND WAS DETERMINED BETWEEN GPS CORS STATION "P470" PUBLISHED BY NATIONAL GEODETIC SURVEY (NGS) AND GPS CORS STATION "ZLA1", ALSO PUBLISHED BY NGS. I.E. NORTH 76°16'04" WEST

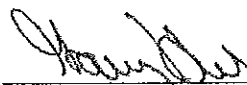
THE COMBINED SCALE FACTOR AT RANDOM STATION NO. 999 IS 1.00000779 GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. ALL MEASURED DISTANCES SHOWN HEREON ARE GRID DISTANCES.

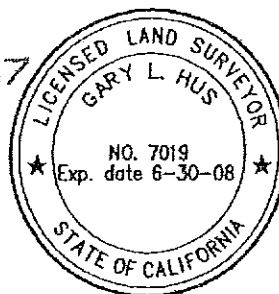
QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.



VICINITY MAP
NO SCALE

PREPARED BY:

 3-16-2007
GARY L. HUS, L.S. 7019 DATE
REGISTRATION EXPIRES 6/30/2008



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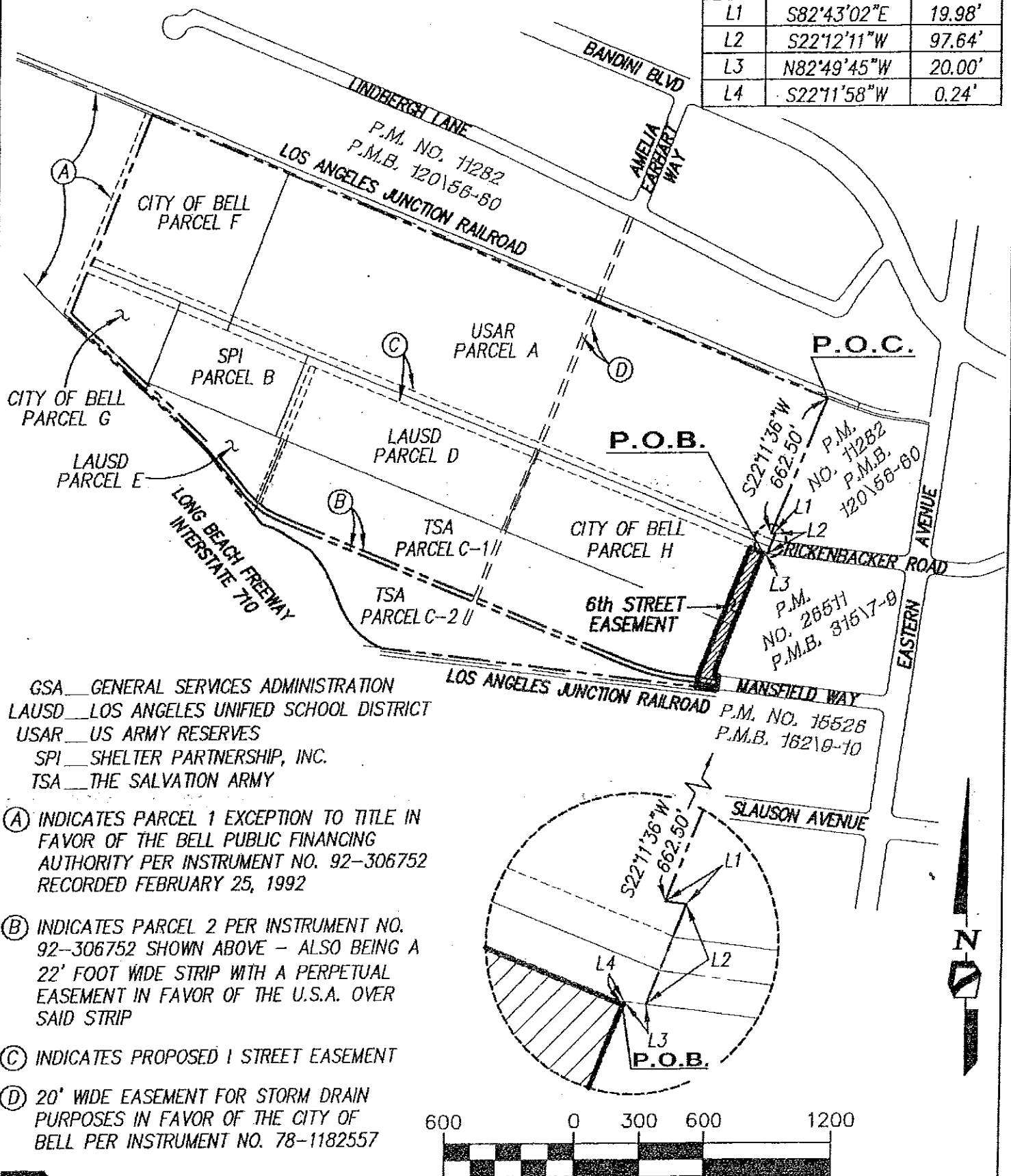
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EXHIBIT
'A'

SHEET 1 OF 3

Exhibit 5

LINE	BEARING	LENGTH
L1	S82°43'02"E	19.98'
L2	S22°12'11"W	97.64'
L3	N82°49'45"W	20.00'
L4	S22°11'58"W	0.24'



GSA ___ GENERAL SERVICES ADMINISTRATION
 LAUSD ___ LOS ANGELES UNIFIED SCHOOL DISTRICT
 USAR ___ US ARMY RESERVES
 SPI ___ SHELTER PARTNERSHIP, INC.
 TSA ___ THE SALVATION ARMY

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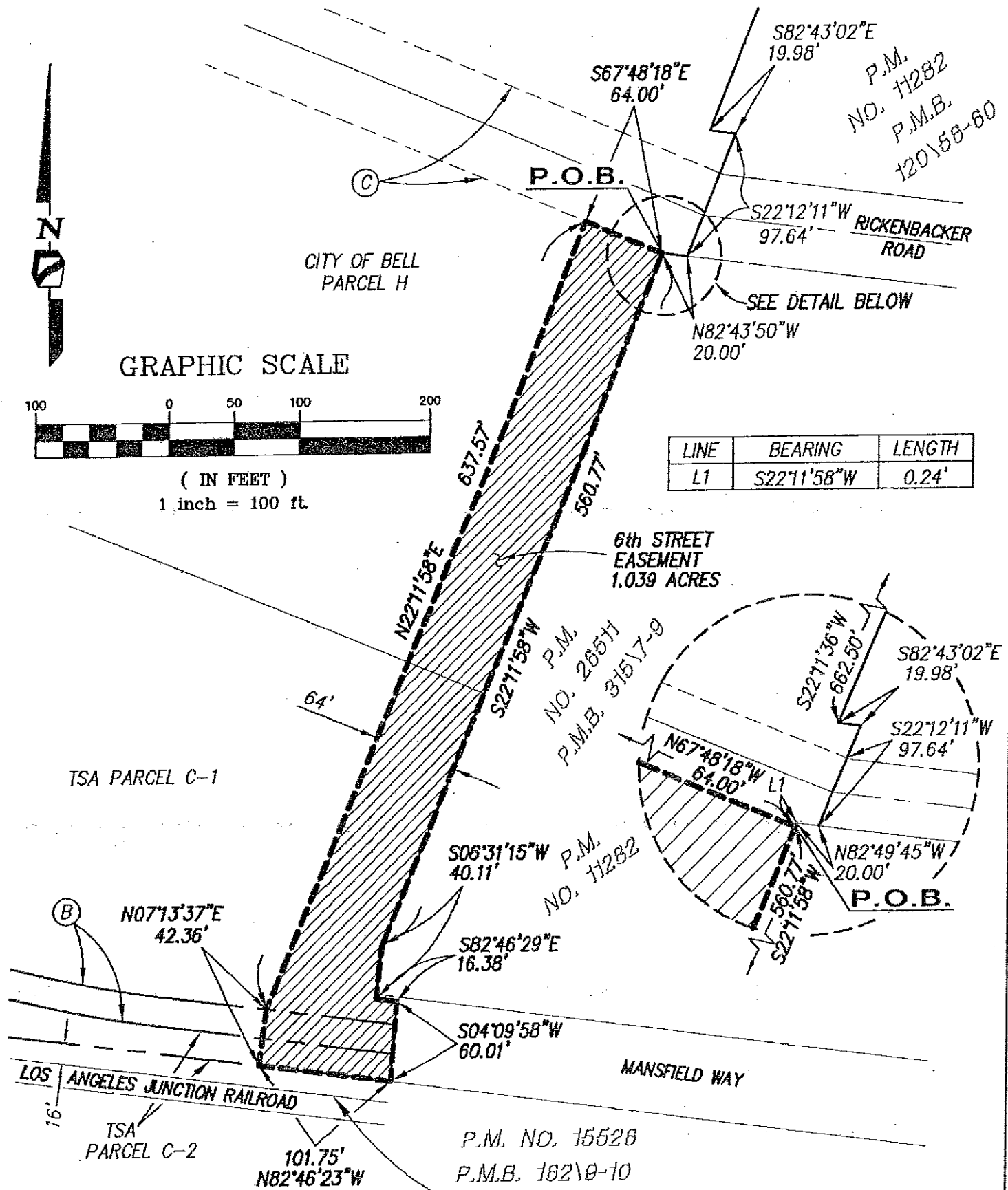
San Diego, CA 92101
 619.234.0349 Fax

SCALE = 600'

**EXHIBIT
'A'**

SHEET 2 OF 3

Exhibit 5



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San Diego, CA 92101
619.234.0349 Fax

**EXHIBIT
'A'**

SHEET 3 OF 3

Exhibit 6

LIST OF ENVIRONMENTAL DOCUMENTS AND REPORTS BELL FEDERAL SERVICE CENTER

- A. Final 2003 Environmental Compliance Report, Green Reviews, Inc., July 2003.
- B. Soil Sampling Report, H2 Environmental Consulting Services, Inc., August 23, 2004
- C. Underground Storage Tank Survey, GSA memo and supporting documents, May 22, 1991.
- D. Facility Clean Up, Environmental Recovery Services, Inc., June 28, 2004.
- E. Environmental Assessment, Burns & Mc Donnell, October 31, 1997.
- F. Phase I Environmental Assessment, Kanoa Company, November 25, 2002.
- G. Phase II Environmental Site Assessment, Kanoa Company, February 11, 2003.

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PROOF OF SERVICE

I, Mariela Manzo, declare that I am over the age of 18 and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is: 1314 Second Street, Santa Monica, California 90401, which is located in the county where the mailing described below occurred. On October 29, 2020, I served true copies of the following document(s) described as:

Declaration of Ruth Schwartz in Support of Petitioners' Reply Brief

- ☐ **BY MAIL** – I deposited such envelope in the mail at Santa Monica, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the organization’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Santa Monica, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE** – I caused such envelope to be delivered by a process server employed by Nationwide Legal LLC.
- ☒ **BY ELECTRONIC TRANSMISSION** – I transmitted a PDF version of this document by electronic mail to the party(s) identified on the attached service list using the email address(es) indicated:
- ☐ **BY OVERNIGHT DELIVERY** – I deposited such enveloped for collection and delivery by Federal Express Overnight Delivery service, with delivery fees paid or provided for in accordance with ordinary business practices. I am "readily familiar" with the firm's practice of collection and processing of correspondence for overnight delivery by Federal Express. It is deposited with Federal Express on that same day in the ordinary course of business.

Please see attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 29, 2020, at Santa Monica, California.

Mariela Manzo



Printed Name

Signature

SERVICE LIST

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INTEREST, PI Bell, LLC**