



Hermosa Beach Office
Phone: (310) 798-2400

San Diego Office
Phone: (858) 999-0070
Phone: (619) 940-4522

Chatten-Brown, Carstens & Minter LLP

2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
www.cbcearthlaw.com

Douglas Carstens
Email Address:
dpc@cbcearthlaw.com
Direct Dial:
310-798-2400 Ext. 1

January 14, 2021

Councilmember Mike Bonin
Los Angeles City Hall
200 N. Spring Street, Room 475
Los Angeles, CA 90012
Email: councilmember.bonin@lacity.org

Alan Como, AICP
City of Los Angeles
Department of City Planning
221 North Figueroa Street, Suite 1350
Los Angeles, CA 90012
Email: alan.como@lacity.org

RE: Response to Notice of Preparation-Berggruen Institute Project at
1901 North Sepulveda Boulevard and 2100-2187 North Canyonback Road;
EIR No. ENV-2019-4565-EIR

Dear Councilmember Bonin and Mr. Como:

On behalf of Mountaingate Open Space Maintenance Association (MOSMA) we write to express adamant opposition to the proposed Berggruen Institute (BI) project (the Project) as it is currently proposed. The initial study (IS) identifying areas to be addressed in an environmental impact report (EIR) pursuant to the California Environmental Quality Act (CEQA) raises many serious questions and causes extensive concerns, which are explained below. Instead of processing this Project further, the Project should be immediately denied.¹

A. The Berggruen Institute Event and Conference Center

The Project site is 447-acres of primarily undeveloped land located within the Mountaingate community in the City of Los Angeles surrounded by existing single-family residential uses characterized by distinct residential neighborhoods associated

¹ Immediate denial of the Project would save the City scarce time and planning resources. No environmental impact report (EIR) or other type of CEQA review is required for a Project that the City will deny.

with canyon and hillside areas. It is roughly bounded by Mandeville Canyon to the west, Bel Air Crest to the east, the existing Mountaingate development of 300 homes to the north and Getty Open Space to the south.

The property contains 28 undeveloped single-family residentially-zoned lots (2-29), three open space lots (30-32), and two historic trails -- the Riordan and Canyonback Trails. The 424 acres of open space and two historic trails are protected through conservation easements held by the Mountains Recreation and Conservation Authority, a local public agency exercising joint powers of Santa Monica Mountains Conservancy (SMMC), the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District. (See Recorded Easements, Exhibit A.) The protected open space and historic trails are part of the Westridge-Canyonback Wilderness Park, contiguous with the 20,000-acre urban wilderness park known as the "Big Wild." The Big Wild connects to the Backbone Trail, a 67-mile National Recreation Trail. These trails provide access for hikers, mountain bikers, and equestrians in the Santa Monica Mountains.



B. Reasons the City Should not Consider This Project at All

These are unprecedented times -- a global pandemic, a climate emergency, a housing shortage, and an economic crisis. Now is hardly the time for the City to conduct business as usual. The proposed Project is a huge intensification of use and in conflict with the community plan, zoning, and Baseline Hillside Ordinance in this low-density residential fire-prone hillside community and would set a long-lasting and irreversible precedent. It is also inconsistent with the Governor's fire policy goals and climate change mandate.

The Berggruen Institute Specific Plan establishes a disruptive regulatory framework that completely displaces the stability of the planning and regulatory framework currently in place and that has protected the local community for decades. The Berggruen Institute Specific Plan (BI) and Berggruen Institute Open Space Specific Plan (BI-OS) are completely out of character and scale for this location. This Project will:

- conflict with the Brentwood-Pacific Palisades Community Plan (BPPCP);
- up-zone, spot zone, intensify, and commercialize a low-density residential hillside community in a very high fire hazard severity zone;
- violate the Baseline Hillside Ordinance (BHO) height and grading limits;
- be inconsistent with the quality and character of the surrounding area;
- be built on top of two hillside ridges in the middle of wildlife habitat;
- increase wildfire risk bringing human ignition sources into the wildland-urban interface in a high fire hazard severity zone;
- set a dangerous precedent for future projects in vulnerable fire-prone hillsides of the Santa Monica Mountains.



The low density Mountaingate community is just steps away from where the Berggruen Institute plans to build its commercial event and conference center.

1. The Project Should Not Be Considered Until After the Pandemic Has Been Substantially Mitigated, If At All.

Experts agree we have entered a “pandemic era.” (<https://www.buzzfeednews.com/article/danvergano/more-coronavirus-pandemics-warning>.)² We are currently experiencing the largest spike since the onset of COVID-19. We are now deep in the “second wave” and State and County Health officials have imposed a strict shut down with a more stringent stay-at-home provision and closure of businesses. This means the broad restrictions have *stretched into January 2021*, and may go well beyond in some parts of California, given the strain on the state’s healthcare systems. COVID-19 has already infected 90 million people and claimed close to 2 million lives in an unrelenting march around the world (<https://abc7.com/coronavirus-covid-19-los-angeles-covid-county/9577428/>). Southern California has been hit particularly hard and workplace outbreaks surge. The County currently reports that about 10 people are testing positive for the virus every minute. And one person dies from the virus every eight minutes. (<http://www.publichealth.lacounty.gov/phcommon/public/media/mediapubhpdetail.cfm?prid=2912>).

2. The Project Would Interfere with Achieving State Climate Change Goals

a. GHG Emissions Would be Increased, Not Reduced, by the Project.

If the City continues to approve large scale commercial projects resulting in increased traffic, the removal of trees and soil (that capture and sequester carbon), destroying wildlands and green space, compounded by years of construction, it will not achieve the City’s goals of a 45% reduction of greenhouse gas emissions by 2025. The City should not be encouraging and prioritizing these grossly out of scale projects if it has any real chance of meeting its climate change goals. This Project moves the State backwards – not forward.

Further, this Project does not comply with California Governor Gavin Newsom’s 30x30 mandate to conserve 30% of California’s land and coastal waters by 2030 (see executive order: <https://www.gov.ca.gov/wp-content/uploads/2020/10/10.07.2020-EO-N-82-20-.pdf>).

A coalition of dozens of leading international environmental and scientific groups developed the science-based 30x30 global target years ago as an interim step toward safeguarding half of our planet in its natural state, to substantially slow climate change,

² We provide URL addresses for some citations and hyperlinks in the electronic form of this document in order to incorporate them into the administrative record for this Project.

and to end our worsening biodiversity crisis (<https://thehill.com/changing-america/opinion/522489-california-commits-to-a-plan-to-save-itself-and-our-planet-why-other>).

In the United States, we need to protect approximately 30% of land and coastal waters by 2030. Reaching that goal means more neighborhood green space, more wilderness, and everything in between.

The Governor cited record-setting hot temperatures, drier weather and heavier rain activity as consequences of the changing global climate. (<https://www.sacbee.com/news/politics-government/capitol-alert/article246289850.html>)

These hotter and drier conditions are also causing increased frequency and intensity of wildfires and what has become a year-round fire season. Fire experts describe this as the "new normal."

b. Climate Change Increases Fire Threats in California.

1. Fires in the wildland-urban interface are a growing threat.

The City does not need another large commercial complex, especially one that would be constructed in the wildland-urban interface/intermix (WUI). The WUI is an area where wildlands meet human development, designated as a Very High Fire Hazard Severity Zone (VHFHSZ). Communities in the WUI are at risk of catastrophic wildfire and their increased presence disrupts the ecology.

VHFHSZ is a state law designation requiring mapping of severe wildfire hazards based on "fuel loading, slope, fire weather, and other relevant factors including areas where Santa Ana winds have been identified by CAL FIRE as a major cause of wildfire spread."

The research report, Rapid growth of the U.S. wildland-urban interface raises wildfire risk (<https://www.pnas.org/content/115/13/3314>), found that when structures are built in close proximity to vegetation types, they pose two problems related to wildfires. First, an increase in the number of wildfires due to human ignition sources. Second, when wildfires do occur, they will pose a greater risk to lives and homes and will be more difficult to combat.

Traditional ways of stopping fires are no longer effective. Even fuel breaks, 12-lane freeways, and bodies of water now fail to stop wind-driven wildfires (<https://www.sacbee.com/news/politics-government/capitol-alert/article246289850.html>).

Destructive wildfires create their own weather systems potentially devastating thousands of acres, wreaking havoc on anything in their path (<https://www.accuweather.com/en/weather-news/how-destructive-wildfires-create-their-own-weather/346337>). As a result, wildfires are now widely unpredictable and dangerous to firefighters working to control the flames. California's building codes (<https://www.npr.org/2018/12/09/673890767/fire-resistant-is-not-fire-proof-california-homeowners-discover>) are not keeping pace with the severe, wind-driven wildfires that are becoming the norm (<https://www.fire.ca.gov/programs/communications>). Despite this 2018 warning (the biggest fire season on record at the time), in 2020, the State has experienced the largest and most destructive wildfire season recorded in California's modern history with approximately 8,200 fires and more than 4 million acres burned (<https://www.latimes.com/california/story/2020-10-04/california-fire-season-record-4-million-acres-burned>).

The history of California fires clearly demonstrates that communities that have burned before will burn again. Ten years ago (<https://www.npr.org/2018/12/09/673890767/fire-resistant-is-not-fire-proof-california-homeowners-discover>) the state passed strict new standards for homes built in high fire-risk areas (<https://codes.iccsafe.org/content/CABCV12019/chapter-7a-sfm-materials-and-construction-methods-for-exterior-wildfire-exposure>). But in 2018, homes built to those strict new standards were destroyed in the Thomas Fire. (<https://www.scpr.org/news/2018/01/12/79756/thomas-fire-fully-contained-38-days-later/>.)

2. Fires in the Local Community.

October 28, 2019: the Getty Fire was not fully extinguished for seven days, destroying almost a dozen and threatening many more homes in Brentwood (<https://la.curbed.com/2019/10/28/20935984/getty-fire-mandatory-evacuations-map>). According to the Los Angeles Fire Department (LAFD), it was ignited when a gust of wind snapped a branch from a Eucalyptus tree and flung it onto live Los Angeles Department of Water and Power lines, causing them to spark.

The fire burned the east side of the Berggruen property, including many acres along the Serpentine Road, melting 49 of 85 methane gas probes. More than ten thousand residents were ordered to mandatorily evacuate. When all was said and done 745 acres burned, 10 homes were destroyed, 15 homes damaged and many suffered respiratory ailments due to poor air quality from lingering small fire particles.



The 2019 Getty Fire

In May 2017, a fire started on the east side of Mandeville Canyon, burning at least 30 acres, including 10-12 acres on the west edge of Berggruen's property, cresting the Canyonback ridge, and forcing the evacuation of five homes (<https://www.dailynews.com/?returnUrl=https%3A%2F%2Fwww.dailynews.com%2F2017%2F05%2F28%2Fmandeville-canyon-fire-burning-near-mountain-gate-country-club-getty-center%2F%3FclearUserState%3Dtrue>). It took several days to extinguish the fire due to steep terrain and a shortage of LAFD resources.

An April 2019 Associated Press analysis of California communities determined that many neighborhoods have a disproportionately low ratio of evacuation routes to the size of their population, exacerbating the difficulty of the affected residents to get out and first responders to get in (<https://apnews.com/article/6f621c1c54734d0b95d374556c2cf5c0>).

In September 2012, a 70-acre brush fire erupted near the Getty Center, clearly illustrating the risk to all canyon inhabitants. Bundy Canyon residents were offered the

option of evacuating along with visitors at Mount St. Mary's University and the Getty Center. Hundreds of vehicles exiting from both campuses blocked Bundy Canyon residents in their driveways for hours.



In 2018, the Woolsey Fire (<https://www.latimes.com/local/lanow/la-me-woolsey-resources-20190106-htmlstory.html>) swept from Simi Valley through the Santa Monica Mountains blackening waterfront properties in Malibu, destroying 1,500 structures, burning almost 97,000 acres, and killing three people. Residents questioned whether fire departments had depleted their resources by defending Pepperdine University — resources that might have been used to protect homes. State Senator Henry Stern echoed those sentiments at a town hall, adding, "We cannot sacrifice the rest of Malibu for Pepperdine." (<https://la.curbed.com/2018/11/20/18097889/wildfire-pepperdine-malibu-shelter-in-place>)

In response to the increased threat of wildfire risk, Governor Newsom issued a 2019 report "Wildfires and Climate Change: California's Energy Future," recommending that local governments begin to deprioritize new development in areas of the most extreme fire risk, reduce the incidence and severity of wildfires, and step-up community resilience and the state's response capabilities (<https://www.gov.ca.gov/wp-content/uploads/2019/04/Wildfires-and-Climate-Change-California's-Energy-Future.pdf>). To accomplish this, it is critical that the State:

Councilmember Bonin

Mr. Alan Como

January 14, 2021

Page 9

- Make communities more resilient;
- Strengthen evacuation;
- Improve land use practices to reduce damage to life and property;
- Encourage other emergency planning;
- Update codes that govern defensible space.

In December 2019, Attorney General Becerra cautioned the County of San Diego against certifying a Final EIR and approving a development in a very high fire hazard severity zone before it adequately addressed the increased risk of wildfire (<https://oag.ca.gov/sites/all/files/agweb/pdfs/environment/comment-letter-re-otay-ranch-village-13.pdf>).

“As we come out the other side of yet another destructive wildfire season, it has never been more important for local governments to carefully review and consider the risks associated with approving new developments in fire-prone areas,” said Attorney General Becerra.

Los Angeles City Councilmembers have also responded to the threat of wildfires to protect public safety:

In 2020, Councilmember Mike Bonin introduced a motion to address the challenges of developing in Very High Fire Hazard Severity Zones, to update city codes to protect communities from unreasonable risks associated with geologic hazards, flooding, and wildland and urban fires; as well as unlock additional funding in the event of a natural disaster (https://clkrep.lacity.org/onlinedocs/2020/20-1213_mot_09-22-2020.pdf).

In 2018, Councilmember Mike Bonin introduced a motion to strengthen the City’s response to wildfires in the Wildland-Urban Interface, and enhance coordination between City departments and outside agencies, increase resiliency and recovery efforts after a major fire (https://clkrep.lacity.org/onlinedocs/2018/18-1120_mot_11-20-2018.pdf).

In 2018, Councilmember Paul Koretz opposed a plan to build a hotel/spa in Benedict Canyon (<https://www.foxla.com/news/residents-oppose-plan-to-build-hotel-in-benedict-canyon>). He came out in opposition early saying he “cannot support the perception of spot zoning, a *hillside* General Plan Amendment and Zone Change.” He added, “I’m equally troubled by the potential environmental impacts... along with the possible impact of a project this size on fire safety.”

Councilmember Bonin

Mr. Alan Como

January 14, 2021

Page 10

In 2019, Los Angeles City Councilmember Monica Rodriguez supported denial of a large development project in the Los Angeles foothills due to the risk of fire danger. Rodriguez said in response to a large housing development in the Verdugo Hills: "The subject's site topography and location within the city's very high fire hazard severity zone raises real questions about fire and life safety" (<https://www.dailynews.com/2019/12/10/200-home-sunland-tujunga-development-rejected-by-la-city-council-committee/>).

Experts warn that to stop the destruction of our communities by wildfire we must focus on strategies that will work in our rapidly changing environment: reduce the flammability of existing communities and prevent new ones from being built in very high fire hazard severity zones.

- According to the state's top firefighter, "California's increasingly deadly and destructive wildfires have become so unpredictable that government officials should consider banning home construction in vulnerable areas" (<https://apnews.com/article/d2f76432db1749d4918e55624a47c654>).
- To stem the escalating loss of life and property, California must curb development in high fire-hazard zones (<https://www.latimes.com/projects/wildfire-california-fuel-breaks-newsom-paradise>).
- The best way to prevent wildfire destruction and death is to stop building houses in the path of fire (<https://www.latimes.com/projects/wildfire-california-fuel-breaks-newsom-paradise>).

The Brentwood-Pacific Palisades Community Plan (BPPCP) aligns with the governor's 2019 mandate to deprioritize building in high fire hazard severity zones (<https://planning.lacity.org/plans-policies/community-plan-area/brentwood-pacific-palisades>):

Goal - Preservation and enhancement of the varied and distinctive residential character of the community.

Issues

- Need to minimize grading, limit land use intensity, and preserve natural topography in hillside areas.
- Need to protect environmentally sensitive areas, scenic views and scenic corridors.
- Need to restrict building on geologically sensitive areas.
- Need to preserve open space and the natural character of mountainous areas.

3. Construction Fires

The most recent and relevant data from the National Fire Protection Association (NFPA) indicate that between 2010 and 2014, there were 3,750 fires in structures under construction, 2,560 fires in structures undergoing major renovation, and 2,130 fires in structures being demolished in the United States (<https://www.nfpa.org/-/media/Files/News-and-Research/Fire-statistics-and-reports/Building-and-life-safety/osFiresInStructuresUnderConstruction.pdf>). The fires in structures under construction led to \$172 million in direct property damages, claimed five lives, and injured 51 people.

The Whitecap Resource Center has listed the top 8 causes of construction fires: onsite cooking, heaters, hot work (soldering, grinding and welding), smoking, flammable materials, power, arson, and incomplete fire protection (<https://news.whitecap.com/top-8-causes-of-construction-fires/>).

Ninety-five percent of wildfires ravaging California in the past 100 years were caused by human ignition sources, according to a study in the International Journal of Wildland Fire 2018 (<https://climatechangedispatch.com/study-humans-not-global-warming-sparked-almost-all-of-californias-wildfires/>).

QUESTION: *What safety measures are being implemented to prevent construction fires, more particularly, the 8 top causes of construction fires: onsite cooking, heaters, hot work (soldering, grinding and welding), smoking, flammable materials, power, arson, and incomplete fire protection?*

QUESTION: *Will a site safety director conduct daily inspections of the interior and exterior of the site during construction?*

QUESTION: *Will there be a ban on smoking in the area during construction?*

QUESTION: *Will there be an exclusively designated cooking area onsite but not located near combustible or flammable material?*

QUESTION: *Will you³ be requesting restrictions or limitations on construction activities during fire season and/or red flag days?*

QUESTION: *Will you be requesting street closures for construction reasons during high fire season or red flag days?*

³ All references to “you” in this letter should be interpreted as questions jointly to the Project proponent and the City Planning Department.

No construction in high fire risk areas should be permitted during high fire season.

C. Existing Conditions (Initial Study Section 3.2.2)

Existing Condition: The 2006 Project Site has been subdivided into 28 single-family lots and three open space lots, tract map (VTTM) No. 53072. The Final Subdivision Map was approved by the City Council on June 25, 2019 and recorded on July 2, 2019. (See Recorded Tract Map, Exhibit B.)

The approximately 447-acre Project Site is located at 1901 North Sepulveda Boulevard and 2100, 2101, 2132, 2139, 2141 and 2187 North Canyonback Road, in the Brentwood–Pacific Palisades Community Plan (Community Plan) area of the City of Los Angeles (City) in a designated Very High Fire Hazard Severity Zone.

According to the 2006 Environmental Impact Report, the Project is also located within a Liquefaction Hazard Zone, and a Landslide Hazard Zone; and located near or within other hazardous areas:

- Adjacent to the City’s only designated Special Flood Risk Area (Mandeville Canyon) (See Special Flood Risk Designation, Exhibit C.)
- Within a Seismic Zone
- Within a closed landfill, recognized environmental condition (REC)

D. DESCRIPTION OF PROJECT (Initial Study Section 3.3)

The Project Site is divided into three Sub-Areas: (1) Ridge I: Stoney Hill Ridge; (2) Ridge II: Canyonback Ridge and (3) Open Space. Pictures illustrate these below:



Stoney Hill Ridge (Ridge I) surrounded by open space



Canyonback Ridge (Ridge II) surrounded by open space

In accordance with the proposed Specific Plan, development would be concentrated on approximately 28 acres or approximately 6 percent of the 447-acre Project Site (IS cover page and page 1).

QUESTION: *If the parcel is 447 acres total and 424 of those acres are protected open space, only 23 acres remain for the development footprint. The Initial Study states: “Development would be concentrated on approximately 28 acres or approximately 6 percent of the 447-acre Project Site (also referred to as the Specific Plan Area).” How can you build on 28 acres when only 23 are available? These numbers do not add up, 6% of 447 is 26.82 acres. Please explain.*

TABLE 2
Berggruen Institute Development Summary

Land Use	Proposed Floor Area ^a (square feet)
RIDGE I	
Institute Building	
Offices	13,605
Meeting Rooms	10,175
Dining Hall/Kitchen	6,850
Common Areas and Library	3,085
Auditorium/Lecture Hall	3,215
Other (housekeeping, maintenance, etc.)	2,950
Subtotal	39,880^b
Scholar Units and Associated Uses	
Scholar Units (1- and 2-Bedroom Units)	12,638
Amenities/Sports Facilities (Indoor)	2,265
Other (Gatehouse, housekeeping, maintenance, etc.)	1,700
Subtotal	16,603
TOTAL RIDGE I	56,483
RIDGE II	
Scholar Pavilions	30,000
Subtotal	30,000
TOTAL RIDGES I & II	86,483
FUTURE DEVELOPMENT	
Institute Building	10,000
Scholar Units	8,000
Other Research Institute Uses	45,000
TOTAL FUTURE DEVELOPMENT	63,000
<p>^a Per the proposed Berggruen Institute Specific Plan, all floor area numbers are defined in accordance with LAMC 12.03 T, with the following exemptions: light courts and courtyards; (covered) storage areas; outdoor eating areas (covered or uncovered); trellis structures; walkways, circulation areas (covered); and temporary construction uses.</p> <p>^b An additional 19,270 square feet of exterior (covered) seating and circulation areas, which do not fall under the Specific Plan definition of building floor area, would be incorporated into the design of the Institute Building.</p> <p>Source: Gensler, 2020.</p>	

(Chart, IS p. 15)

1. Project Description: Ridge I: Stoney Hill - 56,483 total square feet

Research Institute uses: Meeting rooms, lounge/study areas, offices, a 250-seat auditorium/lecture hall, library, storage space and support areas, kitchen and main dining

room, 43 office workspaces for administrative, landscape outdoor spaces with gardens and courtyards.

Courtyard areas: landscaping, gardens, water features and seating areas with a stairway leading to a large exterior, covered terrace and a series of enclosed spaces containing Research Institute uses.

Main Building: roofline height 63 feet

Auditorium Sphere: roofline height 88 feet

Water Sphere: roofline height 96 feet

Building materials: concrete, steel, wood, and glass

Scholar Village

16,603 square feet (included in total of Ridge I above)

30 scholar units (some with rooftop terraces), 400 square foot gatehouse and recreational facilities (tennis court, volleyball court, bocce court, outdoor swimming pool, pool gardens, changing rooms, fitness center with a yoga garden and health club facilities), entry courts and landscaped gardens. (IS p. 59-60.)

Indoor fitness facilities would operate 24/7.

Outdoor recreational facilities would operate 6:00 a.m. - 10:00 p.m. 24/7.

Art installations may also be located along Ridge I.

2. Project Description: Ridge II: Canyonback Ridge

Canyonback Ridge would include: Three Scholar Pavilions totaling 30,000 square feet (10,000 sq.ft. each), and surface and/or garage parking. Art installations may also be located along Ridge II.

The Application through the Department of City Planning, dated 8-18-20, states, under Project Description, "Construction, use, and maintenance of new, 223,880 square-foot Research Institute ("Berggruen Institute") within approximately 28-acres of a 447-acre site in the proposed [Q]RE20-2-H Zone."

QUESTION: *Can you explain the discrepancy between the application filed with the City on August 18, 2020 stating the size of the Project would be 223,880 sq.ft. and the square footage described in the Initial Study filed October 7, 2020 totaling 168,753 sq.ft. (Ridge I: 39,880 sq.ft. institute building + 19,270 sq.ft. for covered exterior + scholars units and amenities, 16,603 sq.ft. Ridge II: 30,000 sq.ft. for scholar pavilions, and future growth: 63,000 sq.ft)?*

QUESTION: *The previous version of the Project was shown as 223,880 sq.ft. It appears the Project is close to the same size. In what part of the Project has the square footage been reduced? Will you add it back in the future?*

QUESTION: *What is the square footage of the interior courtyard and other courtyard areas that have not been calculated as the part of the total square footage of the Project?*

QUESTION: *Has the Applicant fully withdrawn the last version of the Project or are there two projects pending simultaneously?*

Future Growth

The future development of 63,000 sq.ft. is not clearly defined nor is the projected timing of construction disclosed.

QUESTION: *What types of future uses are contemplated/possible and under what conditions would they be developed?*

QUESTION: *A number of other cultural, educational, research, and institutional uses also are located in the general Project vicinity... (IS p. 53) What do you mean by "other uses?"*

QUESTION: *At the Scoping meeting we heard development of the 63,000 sq.ft. will occur at the same time as the rest of the Project. When do you intend to commence future development?*

QUESTION: *Why are you calling this "Future Growth?" Is this to avoid providing details about the full scope and impact of the Project?*

Footnote 11 on page 13: Per the proposed Berggruen Institute Specific Plan, all floor area numbers are defined in accordance with LAMC 12.03 T, with the following exceptions: light courts and courtyards; (covered) storage areas; outdoor eating areas (covered or uncovered); trellis structures; walkways, circulation areas (covered); and temporary construction uses.

QUESTION: *How much square footage do the areas listed in footnote 11 on page 13 of the Initial Study total? Identify these areas on a rendering and show each square foot. Why are these areas not calculated? Would these be calculated if you had to comply with the BHO?*

Councilmember Bonin
Mr. Alan Como
January 14, 2021
Page 17

STAFF

Ridges I & II: 60 staff daily on site (an additional 45 hired catering personnel could be present on site for concurrent special events).

Ridge I Future Growth: 70 additional staff.

QUESTION: *That is a lot of additional staff. Why are there so many additional staff for only 63,000 square feet of buildings?*

Scholar Units, Ridge I: There will be 30 scholar units serving as limited-term living quarters for resident scholars, visitor scholars and guests and staff (the Research Institute can accommodate up to 26 resident scholars and 4 staff living in the units). Future growth including potential facilities for 16 additional resident scholars.

Three Scholar Pavilions housing limited-term living quarters will be located on Ridge II. (IS p.13.)

QUESTION: *How many scholars will be living at the Ridge II Scholar Pavilions? What is the capacity for numbers of concurrent residents in each of the 3 Pavilions? Why is that count not included in the Project Description?*

PARKING

Ridge I: 301 parking spaces provided in a subterranean garage.

Ridge II: 15 spaces in surface and/or garage parking.

316 total parking spaces.

Off-site parking may be utilized for special events.

Shuttle service will be provided to the site.

QUESTION: *Will parking on Ridge II be at grade or below grade? What off-site parking location will you use for overflow parking? What location will the shuttle service originate from? Where will the off-site parking be located?*

3. Project Description: Open Space

The open space areas would allow for hillside preservation, restoration and protection of native habitat, fuel modification zones for fire risk management, and public trails and recreational opportunities in an area comprising 424.4 acres. The protected open space is under the jurisdiction of the MRCA.

QUESTION: *You claim your Project includes preserving open space, however 424 acres of open space is already in the public domain through public easements granted to the Mountains Recreation and Conservation Authority (MRCA) through a litigation*

settlement. The easements are detailed in what you can and cannot do within the open space, including restoration, irrigation, fuel modification, fencing, etc. Please analyze all uses within the open space in the context of the easements.

Do you intend to make improvements outside of the easement terms?

Do you intend to preserve additional open space? If so, how much?

E. REQUESTED PERMITS AND APPROVALS (Initial Study Section 3.4).

The Project includes the following Requested Entitlements:

1. Pursuant to Section 11.5.6 of the LAMC, a General Plan Amendment to establish the Berggruen Institute Specific Plan within the Brentwood–Pacific Palisades Community Plan and add a Plan Footnote expressly indicating that the Berggruen Institute Specific Plan Zone (BI) and the Berggruen Institute Open Space Zone (BI-OS) consistent with the Minimum Residential, Very Low I Residential, Public Facilities, and Open Space land use designations.

2. Pursuant to Section 12.32 of the LAMC, a Zone Change from the [Q]RE20-1-H, [T][Q]A1-1, and [Q]A1-1 Zones to the Berggruen Institute Specific Plan Zone (BI) and the Berggruen Institute Open Space Zone (BI-OS).

3. Pursuant to Section 11.5.7 of the LAMC, establish the Berggruen Institute Specific Plan to provide regulatory controls and the systematic execution of the General Plan within the Project Site.

4. Pursuant to Section 12.32 of the LAMC, an ordinance to amend LAMC Section 12.04 to add the following to the list of zones: BI—Berggruen Institute Specific Plan Zone and BI-OS—Berggruen Institute Open Space Zone.

5. Vesting Tentative Map pursuant to California Government Code Section 66410 et seq. (Subdivision Map Act) and LAMC Chapter 1, Article 7 for the merger and re-subdivision of the Project Site and the creation of new ground lots.

QUESTION: *What is the meaning of the [T] and [Q] Conditions on the zoning as [Q]RE20-1-H, [T][Q]A1-1, and [Q]A1-1 Zones? How can the conditions for removal of such conditions be met?*

QUESTION: *In June, 2019, the City Council approved Berggruen’s final tract map for 28 homes. On Aug. 1, 2019, Berggruen filed its plan for the Institute. The homes are*

consistent with the current zoning. The Institute is not. How can the City allow a private developer the right to create his own zoning designation in the middle of our residential community?

QUESTION: *Please explain how you will merge and re-subdivide the project site to create new ground lots? How many ground lots will you create?*

QUESTION: *A Specific Plan has never been adopted before for a private developer for a project with no public benefit. Why is the planning department considering a Specific Plan for a private developer? What made the developer so special that you would process such an unusual application?*

QUESTION: *Will allowing a Specific Plan to avoid the required General Plan Amendment, zone change, and upzoning low-density residential to commercial set a dangerous precedent for other projects permitted in the fire-prone hillsides of the Santa Monica Mountains?*

QUESTION: *Does the Specific Plan approval process require an unprecedented amendment to the Brentwood-Pacific Palisades Plan?*

QUESTION: *In March 2017, Mayor Garcetti issued Executive Directive 19 to improve the planning process, make it more transparent, enhance public confidence, and speed up the process of updating the General and community plans. Why are you considering a project that undermines these principals by permitting a private developer to create his own Specific Plan to evade the required General Plan Amendment and zone change and thereby enabling the upzoning of low-density residential to commercial?*

QUESTION: *Does the Specific Plan process enable the avoidance of compliance with the Baseline Hillside Ordinance (BHO) grading and height limitations?*

QUESTION: *How will the City (and community) benefit from this Project's dramatic expansion, intensification of use, increase in density, and commercialization of this low-residential neighborhood?*

QUESTION: *On the one hand, Berggruen claims his Project's use is unique and mandates its own designation (that does not yet exist in the zoning code) and on the other he claims this Project is consistent with the uses surrounding his property. Those uses are operating pursuant to a CUP and this Project's attempted use of the CUP process was rejected by the city. One cannot be both unique and claim consistency with the surrounding uses. This Project would allow commercial (institutional) creep into a low-density residential zone. Doesn't this Project constitute spot zoning?*

QUESTION: *Planning and Zoning Law clearly requires that a project must be consistent with any goals, objectives and policies of the City's General Plan, the Brentwood-Pacific Palisades Community Plan, and the LAMC, among other plans and policies. CEQA requires an EIR address a project's inconsistency with applicable regional plans and land use regulations. This Project is grossly inconsistent with these applicable plan and code provisions, so why is it even being considered?*

QUESTION: *The Project does not comply with the current zoning code. Therefore, can't you reject this Project immediately? Why do you have to go through the lengthy and expensive EIR process to make that determination?*

QUESTION: *Is the EIR process mandatory in this case and the only option that the Planning Department uses to approve or deny a project? Can't the process be expedited so you can immediately deny the Project given that it violates the existing zoning code, the General Plan and the Community Plan, and would set a dangerous precedent?*

QUESTION: *In the context of the on-going FBI investigation into the City's practices around development projects, and since this Project is not being processed routinely, shouldn't the City put the Project on hold until this investigation is complete, and the people have confidence in the City's process?*

QUESTION: *It would seem prudent for the Planning Department to put projects of this scale and complexity on hold until the City cleans up the pervasive corruption associated with several other development projects that are not compliant with zoning codes, the General Plan and Community Plans. Why are you even considering this Project?*

QUESTION: *How much has the developer paid the City to get the Project to this point in the process and how much more will it take to complete the process?*

QUESTION: *City Ethics Commission filings reveal that Berggruen has paid the lobbying firm Gibson Dunn Crutcher \$250,000. What were those payments for and how much was spent related to this Project?*

F. PURPOSE OF AN INITIAL STUDY (Initial Study Section 1.1) AND ALTERNATIVES.

The Initial Study states:

“...(3) to prevent significant, avoidable damage to the environment by requiring changes in projects through the use of feasible alternatives or mitigation measures.” (IS p.1)

QUESTION: *Have the Planning Department and the Applicant considered moving the Project elsewhere? Why is this Project being considered to be located in a fire-prone*

area, especially when two wildfires have burned onto the property in the last few years. (Getty Fire in 2019 burned many acres off Sepulveda on the east side of the property, Mandeville fire in 2017 burned from Mandeville up and over the west ridge of Canyonback Road.)

Alternatives to the Project Must Be Analyzed in Depth in the EIR. While an environmental impact report is “the heart of CEQA”, the “core of an EIR is the mitigation and alternatives sections.” (*Citizens of Goleta Valley v. Bd. Of Supervisors* (1990) 52 Cal.3d 553, 564.) Preparation of an adequate EIR with analysis of a reasonable range of alternatives is crucial to CEQA’s substantive mandate to “prevent significant avoidable damage to the environment” when alternatives or mitigation measures are feasible. (CEQA Guidelines § 15002 subd. (a)(3).)

Alternative locations for the Project must be analyzed in the EIR. Offsite alternatives are a key component of an adequate environmental analysis. An EIR must describe “a range of reasonable alternatives to the project, *or to the location of the project*, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives.” (CEQA Guidelines § 15126.6 subd. (a).) Therefore, in addition to considering onsite design alternatives for the Proposed Project, the EIR must also consider the possibility of relocating the Proposed Project elsewhere in a location that could have fewer adverse environmental impacts.

G. ENVIRONMENTAL IMPACT ANALYSIS

I. AESTHETICS⁴

The Initial Study states:

“Development of the Project would change the visual character and quality of public views of the Project Site by introducing the Institute Building and Scholar Units on Ridge I and three additional Scholar Pavilions on Ridge II.” (IS p. 33) This conflicts with BPPCP policy.

Sepulveda Boulevard is designated as Boulevard II Scenic; Mountaingate Drive is designated as Avenue II Divided Scenic within the Mountaingate community to the north; Mulholland Drive designated as a Scenic Parkway is further to the north; and Sunset is designated as Avenue I Scenic to the south. A portion of the Canyonback Trail and Riordan/Sycamore Valley Trail also pass through the Project Site. (IS p. 33)

⁴ The Roman Numeral numbering convention of the Initial Study, which corresponds to the numbering convention in the CEQA Guidelines Checklist, will be followed here.

“The Research Institute would introduce new sources of light and potential glare typically associated with educational/institutional uses and associated residential quarters, such as architectural lighting, interior lighting, and security and wayfinding lighting.” (IS p. 33) This conflicts with the BPPCP policy.

QUESTION: *What components of the Project would be visible to the surrounding area including amphitheater, rooftops, the spherical buildings, lighting, etc.?*

QUESTION: *Would there be nighttime illumination impacting the night sky?*

QUESTION: *Will the headlights from cars and trucks including hi-beams impact wildlife?*

QUESTION: *How much additional lighting would be required for special events? Will there be flood lighting illuminating the buildings? Will there be lights on the non-residential buildings at night? Landscape lighting, etc.*

QUESTION: *In the joint presentation at the Skirball Center in January 2018, a scientist demonstrated that the reflective glass proposed for the entire facade of the Institute Building was the worst possible material that could be used in a natural setting and would attract birds. He said it would be a “Bird Killer.” Have you changed the material you are using? Will there be glare reflecting into the community or wildlife, including birds that could fly into the windows?*

QUESTION: *Will your signage on the site be digital or traditional? What is your sign program, how many signs (what is the square footage) will you be installing, and in which locations? Will you be complying with the amount of signage permitted on a low-density residential lot?*

QUESTION: *Will your Project be visible from trails in the area? If so, what parts of the Project and from where?*

II. AGRICULTURE AND FOREST RESOURCES

The Initial Study states:

“...the Open Space Sub-Area established under the Specific Plan would allow for substantial arboriculture and open spaces uses consistent with the A1 zoning. For example, the Specific Plan calls for the preservation of 424.4 acres of permanent open space within the Open Space Sub-Area, which largely corresponds to the current A1 zoning.” (IS p. 35)

QUESTION: *You claim your Project calls for preserving open space, however 424 acres of open space is already in the public domain through public easements granted to Mountains Recreation and Conservation Authority (MRCA) through a litigation settlement in 2006. The easements are detailed in what you can and cannot do within the open space, including restoration, irrigation, fuel modification, fencing, etc. Please analyze all uses within the open space in the context of the easements.*

Do you intend to make improvements outside of the easement terms?

Do you intend to donate additional open space to the MRCA?

If so, how much and where is that open space located?

III. AIR QUALITY

The Initial Study states: “Project development may expose occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.” (IS p. 67)

QUESTION: *How will Berggruen mitigate pollutant concentrations from a wildfire?*

The Initial Study states:

“Construction, grading, and operation of the Project may result in an increase in stationary and mobile source air emissions. As a result, development of the Research Institute could have an adverse effect on the SCAQMD’s implementation of the AQMP.” (IS p. 37)

“The Project could result in increased air pollutant emissions from the Project Site during construction (short-term) and during site operation (long-term).” (IS p. 37)

QUESTION: *The Sepulveda Pass already serves 379,000 vehicles per day. In the stretch between the U.S. 101 and I-10, it is the busiest highway corridor in the U.S. In what ways, if any, can you mitigate the additional cumulative impact of air emissions?*

QUESTION: *Are you looking at cumulative impacts of other construction projects in the area occurring at the same time, such as the metro tunneling project in the Sepulveda Corridor?*

The Initial Study states:

“Sensitive receptors located in the vicinity of the Project Site include nearby residential uses, which may be exposed to substantial pollutant concentrations.” (IS p. 37)

QUESTIONS: *Will haul trucks be allowed to wait with their engines idling (as is standard practice)?*

Where will they park (stage) while they wait to enter the property?

Will they be staged on the property for the offtake of material from the Project site to the disposal site?

QUESTION: *Sensitive receptors are children, elderly, asthmatics and others who are at a heightened risk of negative health outcomes due to exposure to air pollution (<https://ww2.arb.ca.gov/capp-resource-center/community-assessment/sensitive-receptor-assessment>). How would you account for and mitigate the exhaust from 100s of cars and trucks arriving on site daily (staff, visitors, deliveries, etc) and its impact on sensitive receptors located in proximity to the Project Site in all directions?*

QUESTION: *What are the cumulative impacts on air quality?*

QUESTION: *How will you ensure landfill odors do not escape and migrate to nearby residential communities?*

QUESTION: *How will you ensure sewage fumes and odors will not be experienced by neighboring residents?*

QUESTION: *Will other odors from trash accumulations during construction and post-construction impact neighboring residents?*

IV. BIOLOGICAL RESOURCES

The Initial Study states:

“A variety of parklands that may allow for wildlife movement are located to the north and west of the Project Site, including Mandeville Canyon Park, Westridge-Canyonback Wilderness Park, and Topanga State Park further to the west. Additionally, the majority of the Project Site is undeveloped, and native and non-native vegetation, as well as drainage features, exist on-site which may be used by wildlife. Therefore, the EIR will address the potential for the Project to interfere substantially with the movement of native residential or migratory fish or wildlife species or with established native resident or migratory wildlife corridors and/or impede the use of native wildlife nursery sites.” (IS p. 39)

“The Santa Monica Mountains Comprehensive Plan, adopted by the State in 1979, is intended to guide land use within the Santa Monica Mountains in a manner that protects the natural environment.” (IS p. 40)

“The proposed comprehensive landscape plan would include native and drought-resistant plantings, protect and restore natural vegetation, incorporate on-site water harvesting, and reduce fire hazards.” (IS p. 22)

QUESTION: *How will this Project impact wildlife linkage for mountain lions (which are being studied to be a candidate for endangered species)? See the Santa Monica Mountains Conservancy’s letter to Vince Bertoni, Director of Los Angeles City Planning (<https://www.dropbox.com/s/bm7x086w0281ab9/SMMC%208-31-20%20Letter%20to%20Vince%20Bertoni.pdf?dl=0>)?*

QUESTION: *Please define the territory of mountain lions in the area? Is your property a wildlife habitat linkage area?*

QUESTION: *How will the Project affect wildlife habitat and wildlife corridors?*

QUESTION: *How will you manage wildlife that comes onto your property such as coyotes, possums, skunks, deer, birds and other wildlife that live in the Santa Monica Mountains?*

QUESTION: *How will the Fuel Modification Plan and landscaping/restoration impact vegetation and habitat in open space, easements or parklands?*

QUESTION: *How will fencing and irrigation for the project impact vegetation and habitat?*

QUESTIONS: *Will rat poisons, other pesticides and/or herbicides be used on the property?*

How will their uses impact riparian corridors, groundwater and the water table?

How will it impact wildlife habitat?

QUESTION: *What is the impact of the retaining walls on wildlife? Will it impede wildlife movement?*

QUESTION: *What type of lighting will be used, and to what extent will it impact wildlife, and wildlife habitat?*

QUESTION: *How will 24/7 activity including large indoor and outdoor events with amplification, lighting, cars and car headlight, honking, music, etc. affect wildlife in the area?*

QUESTION: *We have seen a tree report dated August 2017 (Preliminary Protected Tree Report for the Berggruen Institute Project). Why was it not provided as part of this Initial Study?*

QUESTION: *How many trees will be removed in total?*

Of those, how many protected and significant trees will be removed?

What is the ratio of tree replacement?

QUESTION: *What replacement tree species will be utilized?*

QUESTION: *Will Berggruen be using the City's in-lieu fee program for tree replacement, or replanting according to the designed ratios for tree removal?*

QUESTION: *Are there any protected creeks, watercourses or blueline streams on the subject property or on adjacent properties that might be impacted by water runoff?*

QUESTION: *Mandeville Canyon has been designated as one of the city's only Special Flood Risk areas, how will you ensure there will be no water draining into the surrounding neighborhoods?*

QUESTION: *There are nine historic landslides on the property. (See Landslide Map, Exhibit D.) Will any of the Project's water delivery systems or landscape-water be diverted into any landslide- vulnerable areas?*

QUESTION: *What is the capacity of the watershed and the amount of water that drains into the area between Canyonback and Stoney Hill Ridges and from Canyonback Ridge into Mandeville Canyon?*

Is any water currently diverted from the project site into these canyons?

Will the grading and construction divert more water into these Canyons?

What steps will the developer take to mitigate any water impacts on the Project?

QUESTION: *Will the Project require the alteration of a streambed and if so, does it require a streambed alteration permit?*

V. CULTURAL RESOURCES

The Initial Study states:

“Development of the Research Institute would require grading, excavation, and other construction activities at depths that could have the potential to disturb existing but undiscovered paleontological artifacts.” (IS p. 45)

QUESTION: *There were 14 million-year-old whale bones discovered in 1976. How will you handle other archaeological or paleontological artifacts when or if found on the site?*



VI. ENERGY

The Initial Study states:

“The proposed uses would generate demand for electricity and natural gas services provided by LADWP and the Southern California Gas Company, respectively.” (IS p. 42)

QUESTION: *Is the installation of gas or electric infrastructure planned?*

QUESTION: *Has Berggruen received any preliminary or final approvals from utilities (including DWP, Southern California Edison, SoCalGas, etc)? Please include any correspondence or permits in the draft EIR?*

XIX. UTILITIES AND SERVICE SYSTEMS

The Initial Study states:

“The Project Site is located within a community served by existing sewer infrastructure. The Research Institute’s wastewater flows would be accommodated via connections to the existing wastewater system. As such, the Project would not require the use of septic tanks or alternative wastewater disposal systems and would not result in impacts related to the ability of soils to support septic tanks or alternative wastewater disposal systems.” (IS p. 45)

“...Based on a review of the National Pipeline Mapping system website, a hazardous liquid pipeline appears to be located along Sepulveda Boulevard adjoining, and possibly beneath, the eastern portion of the Project Site.” (IS p. 48)

“Development of the Project would include on-site water and wastewater distribution infrastructure that would connect to off-site conveyance systems. In addition, new storm drainage infrastructure would be introduced on-site to serve Project development. The Research Institute also would necessitate new electricity and natural gas facilities on-site which would connect to existing off-site distribution systems. Similarly, telecommunications facilities would be provided on-site. Further analysis in an EIR is required to determine the significance of any potential impacts related to the provision of these utilities.” (IS p. 64)

“As Project development would result in increased water demand” (IS p. 65)

Waste water: “As discussed above, development of the permitted Specific Plan uses are anticipated to increase wastewater generation on-site, which would result in an increased demand for wastewater treatment facilities” (IS p. 65).

QUESTION: *To what degree will this Project increase water demand?*

QUESTION: *Are there plans for necessary power upgrades, and what are they?*

QUESTION: *Where will the utility infrastructure be built?*

QUESTION: *Will you be required to upgrade the grid? (IS p. 74)*

Archer School for Girls expansion project was required to upgrade the grid on Sunset Blvd. -- DWP work (<https://sunsetcoalition.org/wp-content/uploads/2019/04/Archer-1-DWP-10-Week-Notice.pdf>). Will similar work be required for the Project?

QUESTION: *Are all Project-related power lines going to be undergrounded to mitigate the risk of fire in this area (consistent with the BPPCP: “Install utilities underground through assessment districts or other funding, when feasible” BPPCP p. IV-3)?*

QUESTION: *In an earlier version of this project there was a description of an underground water delivery system. Is it still the intention of the developer to install a similar system? How will Berggruen ensure there are no leaks in this system causing destabilization of the hillsides?*

QUESTION: *According to the IS there is already a city-owned 3.3 million gallon water tank operated by LADWP on Ridge II, why is a new water facility necessary and/or being planned?*

QUESTION: *How will sewage infrastructure be built? Where is the main sewer line that the project would access?*

QUESTION: *Will the work required for sewer hook-up cause impacts (lane closures etc.) to Mountaingate Dr. and/or Sepulveda Blvd. and Canyonback Road? If so, what are they? How long will these improvements take? What emergency response plans will be put in place when access is compromised by heavy equipment or other closures?*

QUESTION: *If the plan is to tie into a sewer on Sepulveda Blvd., what steps will be taken to avoid impacting the hazardous liquid pipeline in that location?*

QUESTION: *Where will the mechanical equipment (eg. HVAC) be located?*

VII. GEOLOGY AND SOILS

a. Landslides

The Initial Study states:

“Potentially Significant Impact. Portions of Project Site have been mapped as susceptible to liquefaction and seismically-induced landslides, although no development is planned in areas susceptible to liquefaction. Thus, the EIR will address the potential for impacts associated with seismic-related ground failure, including liquefaction, to occur on the Project Site.” (IS p. 49)

“Potentially Significant Impact. As indicated above, portions of Project Site have been mapped as susceptible to landslides. Thus, the EIR will address the potential for impacts associated with landslides to occur on-site.” (IS p. 45)

“Potentially Significant Impact. Development of the Project would require grading, excavation, and other construction activities, including on slopes that have the potential to disturb existing soils and expose soils to rainfall and wind, thereby potentially resulting in soil erosion. Thus, potential impacts associated with soil erosion and loss of topsoil will be addressed in the EIR.” (IS p. 45)

“The Project Site includes steep slopes, and portions of the Project Site may be underlain by soils that are unstable.” (IS p. 67)

QUESTION: *According to the 28-home approved project, landslides 6, 8, and 9, in the geologic and soil engineering reports, shall be removed and replaced as certified compacted fill. (MM). Will Berggruen mitigate these landslides as part of his project?*

QUESTION: *There are nine historic landslides on the property, will these landslides be remediated? If not, will these historic landslides present a danger to this Project?*

QUESTION: *If there are landslides or soil erosion problems, what areas of the property would be impacted? Would the adjacent neighbors in Mandeville Canyon be affected?*

QUESTION: *Will any of the soil excavation be used for remediation of landslides or methane slumping? And, if so, how much soil will be used? For landslide remediation efforts? For methane slumping remediation efforts?*

QUESTION: *Has Berggruen accounted for all the soils that will need to be removed? Or will there be additional grading required - from roadway and structural development work on Canyonback Ridge, landslide and slumping remediation and the underground water piping system?*

Modified Condition 71. Prior to the issuance of any permit, the property owners shall file a notarized covenant and agreement with the Office of the Los Angeles County Recorder, acknowledging the potential for future landsliding on Lots 1, 30, and 31, and agreeing that the ownership of the lots and/or the responsibility for any future slope stabilization/repairs will not be transferred to the Homeowners Association as part of this subdivision process. (Note: The completed form must be approved by the Grading Division of the Department of Building and Safety prior to being recorded.) (Section 7016.4.3 of the 2002 City of Los Angeles Building Code.) (MM) (October 16, 2009, Vesting Tentative Tract No. 53072-2A-M1 approval, https://clkrep.lacity.org/onlinedocs/2019/19-0651_misc_1_06-18-2019.pdf)

QUESTION: *Has the owner of the Project site complied with this mitigation? What other mitigation measures will the owner be implementing from the 28-home project? What mitigation measures will not be complied with and why? Will this create an impact for the community? These mitigation measures were required as conditions for approval of the 28-home project. What offsets will be offered for any mitigations not complied with?*

b. Mission Canyon No. 8 Landfill

The Initial Study states:

“Past uses on-site include the closed Mission Canyon No. 8 Landfill site, comprising approximately 50 acres adjacent to Sepulveda Boulevard, which operated as a municipal landfill from July 1978 to January 1982. The closure was consistent with the Site Closure and Maintenance Report, which was approved by the Los Angeles Regional Water Quality Control Board (LARWQCB). The collection and transport of landfill gas (methane) for off-site use subsequently began in 1984; landfill gas was harvested for use

primarily by the University of California Los Angeles (UCLA). There is a flare at the landfill for excess landfill gas destruction. The former landfill site remains subject to post-closure maintenance and monitoring, with government oversight provided by the California Department of Resources, Recycling and Recovery (CalRecycle) and the Local Enforcement Agency (LEA), which is the City of Los Angeles Department of Public Health and the LARWQCB. In addition, the South Coast Air Quality Management District (SCAQMD) issues permits for the flare system and operation, as well as permits for waste excavation (per SCAQMD Rule 1150.1). The former landfill site currently includes terraced slopes covered with vegetation, and monitoring wells and a gas recovery piping system are located within the landfill footprint.” (IS p. 11)

“The existing methane monitoring structures and equipment associated with the closed Mission Canyon No. 8 Landfill located near Sepulveda Boulevard are anticipated to remain in place.” (IS p. 21)

QUESTION: *The primary access to the Institute “compound” is over the methane field. Is that not considered extremely dangerous?*

QUESTION: *The 28-home development project required submission of a Post Closure Report. The Applicant provided only a conceptual report that was not certified by LEA. CalRecycle and LEA submitted a number of questions and suggestions. (See CalRecycle/LEA Exhibits E-G.) But no new report has been circulated. When will the developer be required to integrate the questions and comments from those agencies and circulate a final Post Closure Report for certification?*

QUESTION: *At what stage of the CEQA process is the Post Closure Report required to be approved?*

QUESTION: *The 28-home project required methane monitoring probes on each lot. Where will methane probes be required for this new subdivision (tract map)? How will safety for the community be assured?*

c. Serpentine Road

The entrance to the Serpentine Road is located on Sepulveda Boulevard. The Initial Study states:

“Serpentine Road, an approximately 20-foot wide paved private road that snakes from Promontory Road up to Ridge I.” (IS p. 8)

“The closed Mission Canyon No. 8 Landfill located on-site has been identified as a recognized environmental condition (REC). In addition, methane gas exists beneath portions of the Project Site due to the closed landfill and is not considered an REC but

warrants further scrutiny to ensure appropriate regulatory compliance and mitigation, as necessary. No other RECs are known to exist on-site. Given the presence of such conditions on-site, further analysis in the EIR is required to determine the Project's potential impacts with respect to reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.” (IS p. 48)

The City standard for determining roadway width is based upon the street designation documented in the recently adopted Complete Streets Design Guidelines in which the minimum requirement for a Hillside Local street is 36' minimum and Hillside Standard 20' minimum (https://planning.lacity.org/odocument/c9596f05-0f3a-4ada-93aa-e70bbde68b0b/Complete_Street_Design_Guide.pdf). The Baseline Hillside Ordinance also defines roadway width of a substandard hillside limited street as a Street which does not meet the minimum requirements of a Standard Hillside Limited Street with a width less than 36 feet and paved to a roadway width of less than 28 feet, as determined by the Bureau of Engineering. The sections of roadway less than 20' wide are substandard by any of the City's applicable standards and unsafe for two-way traffic. Per City Planning's Complete Streets Design Guide, local streets are intended to accommodate lower volumes of vehicle traffic. Local streets have one lane in each direction and have parking on both sides of the street.

“Improvements to meet LAFD roadway requirements would be made to the Serpentine Road such that it could be used as an additional evacuation route for Research Institute guests and staff, as well as Mountaingate residents.” (IS p. 26)

QUESTION: *At the Scoping meeting, while representatives for the developer stated that Mountaingate residents would have emergency access over the Serpentine Road, it was also acknowledged that the Serpentine Road is the ONLY access for employees and guests of the Institute. So why does this statement say “additional”?*

QUESTION: *What is the width and the length of the Serpentine Road? Is the width consistent along the entire length or are some parts wider than others?*

QUESTION: *Does the Serpentine Road (primary access) and secondary access (if any) comply with current code?*

QUESTION: *Is the Serpentine Road adequate for the anticipated (two-way) traffic, since it will be the only ingress and egress for the Project? How will it be improved?*

QUESTION: *Will the existing and future methane slumping be remediated and monitored? If so, how?*

According to the U.S. Department of Labor -- Mine Safety and Health Administration -- MSHA Handbook Series, Haul Road Inspection Handbook, "Grades over 10% [for hauling] are of special concern." "Typically, the maximum overall grade is restricted to 10%, with grades to 15% permitted only for short distances."

In March, 2014 in the 1000 Block of Loma Vista a Dump Truck fatal accident occurred. The 1000 block of Loma Vista has a slope of 7.9% - 12.7%. Again in May 2014, in the 800 block of Loma Vista, a Cement Truck fatal accident occurred. The 800 block of Loma Vista has a slope of 7.4% - 9.6%. And, again in January 2016, in the 800 block of Loma Vista, a Landscape Truck fatal accident occurred.

*According to the 2006 approval, "the **emergency** access road shall be 20-feet wide, paved, have a gradient of less than 15 percent, and be subject to the approval of the Fire Department" (MM).*

QUESTION: *How does the steepness of the Serpentine Road compare to Filbert Street (the steepest street in San Francisco) at 31.5%?*

The steepest road in Los Angeles, Eldred Street, is 33%. Eldred was constructed in 1912, several decades before the city mandated that no street have a grade steeper than 15%.

QUESTION: *What is the minimum and maximum grade of the Serpentine Road?*

QUESTION: *Will the grade of the Serpentine Road be greater than 15% at any point?*

QUESTION: *Will haul trucks be utilizing the Serpentine Road or any other roadways with grades above 10%?*

QUESTION: *If the grade exceeds 10% (or 15%) what city process would be required for approval and what mitigations required?*

QUESTION: *Will it be possible for two large construction trucks to safely pass each other going opposite directions on the Serpentine Road?*

QUESTION: *Will haul trucks be utilizing Serpentine Road with grades above 10%?*

QUESTION: *Will the Specific Plan process permit Berggruen to bypass safety codes required for grade? Or would a variance be required?*

QUESTION: *How will Berggruen ensure trucks will maintain stability on the newly constructed Serpentine Road?*

QUESTION: *Will the Serpentine road be used for construction of the project? How will you get your equipment to the site given you cannot use Stoney Hill Road to access your project?*

QUESTION: *During construction how will heavy equipment like bulldozers, backhoes, cranes, loaders, etc. safely navigate the Serpentine Road with steep grade and hairpin turns?*

QUESTION: *For construction purposes, will Berggruen be using the Serpentine Road for ingress and egress for both the Canyonback and Stoney Hill development? Or will he use the Serpentine Road for the Institute (Ridge 1) and Mountaingate Drive for the "Pavilions" on Canyonback Road? Please explain?*

d. Construction Geology and Soils

The 2017 Berggruen's project documents disclosed the following impacts: 105,000 cubic yards of export grading and 15,000 c/y import = **41,500 large tank trucks** (11,600 capacity). These trucks will be traveling to and from the property just for earth movement by grading not including other materials deliveries. This information was provided prior to full studies being conducted.

QUESTION: *BI Specific Plan proposes more export and import of soil than the 2017 version of the Project. Does Berggruen still intend to use large tank trucks? If so, how many large tank truck trips? If not, will he utilize a different sized truck or a combination? Please explain in detail.*

QUESTION: *Will the haul route for the 110,000 cubic yards be directed north to the Valley or South, or will the routes be split between the two directions? How will Berggruen ensure this won't back up traffic on our already overburdened roadway infrastructure?*

QUESTION: *Where will haul trucks park to wait to enter the property? Will they line up outside the property? Where will they park and wait to enter? Will they park on top of either Ridge waiting to be filled to transport dirt away from the property?*

QUESTION: *Would the excavations for the foundations, parking structures, water storage/delivery system, and any other underground digging required compromise or otherwise negatively impact the stability of the hillsides?*

QUESTION: *What measures will be taken to ensure stability of the hillsides during excavation and construction?*

QUESTION: *What is the maximum grading limit for this Project? Does it comply with the BHO?*

QUESTION: *What city process would be required for approval of grading and hauling in excess of the BHO limits, and what mitigations would be required? Would you need to apply for a variance?*

QUESTION: *What is the maximum depth of digging required for shoring up the hillsides and foundations?*

QUESTION: *Will it be necessary to use caissons, piles, piers, cranes, and other foundational structures or equipment?*

QUESTION: *What type of foundation will be needed: pile, pier, and/or caisson?*

QUESTION: *How will Berggruen ensure that his Project development will not destabilize the hillsides and what will the city require to prevent landslides in the area?*

QUESTION: *How many retaining walls will be erected as part of this Project?*

QUESTION: *What are the dimensions of the retaining walls (width and length)?*

QUESTION: *Will the retaining walls deviate from the BHO? If so, how?*

QUESTION: *Will it be necessary to request street closures due to construction activities and if so, for how long? And, what streets?*

QUESTION: *What is the projected construction period from start to finish? Will the project be phased? During construction, how will Berggruen avoid adding further congestion to an already gridlocked Sepulveda Blvd.?*

QUESTION: *Will food for project-workers be brought in or will they be required to leave the site to take food breaks?*

QUESTION: *Will food trucks be permitted onto the Project site during construction or will they have to park on public streets where they can block the right of way and narrow lanes of traffic?*

QUESTION: *Would private properties be impacted by any street construction while sewer lines, water lines, utilities etc. are being installed?*

e. Grading and Earthwork:

Earthwork associated with build out of the Specific Plan would require an estimated 200,000 cubic yards of cut, with 90,000 cubic yards of fill and 110,000 cubic yards of export, plus a possible 30,000 cubic yards of soil import for landscaping purposes. (IS p. 7)

QUESTION: *Berggruen claims this is supposed to be less impactful than the original 28-home project. Yet grading for the 28 homes was to be balanced on site. Won't this Project transport the dirt off site which is more impactful - causing more truck trips, air pollution and soil degradation?*

QUESTION: *If all soil must be balanced on site, where will it be placed?*

QUESTION: *The Baseline Hillside Ordinance (BHO) was adopted to address out-of-scale development in single-family zones throughout the City and related construction impacts in Hillside Areas. Additionally, BHO regulates the amount of grading for projects in the Hillside Area. What is the maximum grading limit for this project? Does it comply with the BHO? If not, how much additional grading is being requested?*

QUESTION: *Does the Specific Plan allow the project to bypass the BHO?*

QUESTION: *What City process would be required for approval of the excess grading requested and what mitigations would be required? Would an application for a variance be required?*

QUESTION: *Will the 110,000 cubic yards of export soil be placed or removed from protected open space, trails, existing parklands?*

The Baseline Hillside Ordinance was adopted in order to establish new regulations that protect hillsides and curb mansionization of hillside single-family neighborhoods. The maximum height of any new residence shall not exceed 36 feet above finished grade.

QUESTION: *The Project's spheres (96' and 88') and building height (63') exceed the BHO limit and also the 28-home approved mitigation measure of 36'. Can these spheres be lowered to be consistent with the heights in the surrounding residential community?*

VIII. GREENHOUSE GAS EMISSIONS

The Initial Study states:

“As the Project has the potential to emit GHG emissions, further analysis of this topic in the EIR is required to identify Project-related emissions and associated emission reduction strategies to determine whether the Project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG

(e.g., Assembly Bill 32, Senate Bill 32, City of Los Angeles Green New Deal, etc.).” (IS p. 46)

QUESTION: *This project does not comply with California Governor Gavin Newsom’s 30x30 mandate to conserve 30% of our land and coastal waters by 2030. How can this Project be justified when it will eliminate open space conservation land contrary to Newsom’s 30x30 goals?*

QUESTION: *We are in a climate crisis. Permitting a project in a fire-prone hillside far from public transportation is illogical. Wouldn’t it make more sense to locate the Project close to an airport where visitors coming to conferences and events wouldn’t increase GHG’s as well as have easier access to and from public transit?*

QUESTION: *What is the comparison of the net reduction of GHG emissions as result of the removal of large old growth trees (release of sequestered carbon) vs. replacing them with immature trees that will require years to grow? How much carbon will be released by removing the mature trees? And, how long will it take for the saplings to recover the GHG emissions emitted by removing the mature trees?*

QUESTION: *How can replacing protected and significant trees with saplings that will take 20-30 years to be as effective at capturing carbon as older, larger trees be justified?*

QUESTION: *Are alternatives to removing the protected and significant trees being studied/proposed?*

QUESTION: *Will Berggruen plant all replacement trees on the property, or rely on the City’s Tree Replacement In-Lieu Fee program?*

QUESTION: *Given that we are in a climate emergency, will any measures be implemented that go above and beyond what’s required by the Los Angeles Green Building Code (LAGBC) - (as quickly as these codes are adopted they are out of date)?*

QUESTION: *What are Berggruen’s plans to mitigate the release of GHG emissions? For example, will gardeners be restricted to using electric leaf blowers? (1 gas-powered leaf blower generates as much exhaust pollution in 1 hour as 17 cars traveling slowly.)*

QUESTION: *Will the project have a recycled water program, a rain capture and/or grey water program? And, if so, describe it in detail.*

QUESTION: *Will solar panels for the buildings and pool(s) be utilized? Will 100% of all buildings use solar panels as the primary source of electricity?*

QUESTION: *Are there any plans in place to reduce the number of car trips (by using shuttles, carpools, public transit, etc.) this project would generate, both during construction and post-construction operations?*

IX. HAZARDS AND HAZARDOUS MATERIALS

The Initial Study states:

Potentially Significant Impact. Construction activities would require the temporary use of potentially hazardous materials, including vehicle fuels, oils, transmission fluids, paint, adhesives, surface coatings and other finishing materials, cleaning solvents, and pesticides. During operation, on-site storage and the use of limited quantities of potentially hazardous materials, such as cleaning supplies, paints, pesticides, and fuels, may occur. All potentially hazardous materials would be used, stored, and disposed of in accordance with the manufacturer's specifications and applicable federal, state, and local regulations. In addition, asbestos-containing materials and/or lead-based paint could potentially be present within the infrastructure associated with the closed Mission Canyon No. 8 Landfill. Thus, the potential for the Project to create a significant hazard through the routine transport, storage, production, use, or disposal of hazardous materials will be addressed in the EIR. (IS p. 47)

Based on a review of the National Pipeline Mapping system website, a hazardous liquid pipeline appears to be located along Sepulveda Boulevard adjoining, and possibly beneath, the eastern portion of the Project Site. (IS p. 48)

QUESTION: *Is there a plan in case of a chemical fire in this Very High Fire Hazard Severity Zone?*

QUESTION: *Is the developer planning to use non-toxic materials during construction and during operation?*

X. HYDROLOGY AND WATER QUALITY

In addition, Project implementation and the introduction of new land uses could affect the quality of stormwater runoff, which may substantially degrade surface or groundwater quality. (IS p. 50)

With the development of new buildings, the Project is anticipated to result in a decrease in pervious surfaces. Thus, the potential exists for existing percolation of rainwater and irrigation water into the water table to be diminished, which may decrease groundwater supplies, and, as such, the Project could interfere with groundwater recharge. (IS p. 50)

Several drainage channels exist on-site and may be affected by Project development. In addition, the Project would introduce new impervious surfaces to the Project Site and may alter existing drainage patterns. Thus, the potential for the Project to alter drainage patterns in a manner that could result in erosion or siltation or increase surface runoff in a manner that could result in flooding, or could exceed the capacity of stormwater systems or provide substantial additional sources of polluted runoff will be addressed in the EIR. (IS p. 51)

QUESTION: *Please explain why the project is using impervious surfaces and not using environmentally sustainable pervious surfaces?*

QUESTION: *Please identify where pervious surfaces will be used and where impervious surfaces will be used? If using impermeable surfaces, please explain why the project is using impermeable surfaces and not using environmentally sustainable permeable surfaces?*

QUESTION: *How will Berggruen ensure that all water runoff/drainage will be insignificant within a Liquefaction Hazard Zone, over closed landfill and adjacent to Mandeville Canyon, the only special designated flood risk area in the City of Los Angeles?*

QUESTION: *How will Berggruen ensure that water runoff/drainage does not flow into the canyons (Mandeville, Bundy, Kenter, etc.) and onto the trails?*

QUESTION: Will Berggruen utilize water-capture systems as part of this Project? *Where will the water-capture systems be located?*

XI. LAND USE AND PLANNING

A. Inconsistency with the Institutional Corridor.

A number of other cultural, educational, research, and institutional uses also are located in the general Project vicinity, including the Getty Center and Leo Baeck Temple to the south, and Skirball Cultural Center, Milken Community High School, Berkeley Hall School, Mirman School, Westland School, Bel Air Presbyterian Church, Curtis School, and American Jewish University to the north generally along Mulholland Drive. Each of these surrounding uses represent distinct land uses and properties with their own clear physical, cultural, and planning identities. (IS p. 53)

The Initial Study states:

“The Research Institute uses permitted under the proposed Specific Plan are consistent with the types of educational, institutional, and residential land uses already

present in the surrounding area. Additionally, the Project Site is clearly distinguished from the predominantly residential and golf course uses to the north and the university and institutional uses to the south. The Specific Plan design standards will reflect the Project Site's unique identity, while acting as a bridge between, and ensuring compatibility with, these neighboring uses. Moreover, the Research Institute would add a unique and complementary component to the City's Institutional Use Corridor centered around Mulholland Drive." (IS p. 53)

BI is not part of the Institutional Corridor nor would it be appropriate for the project to claim to be or act as a bridge between uses (which is another way of saying commercial creep). Also, the project is not needed to ensure compatibility with the Institutional and Educational uses cited as being compatible. Just as the Project was not an "Education Institution" as defined by the city's municipal code, this Project is not located within or near the Institutional (Use) Corridor as defined by the Mulholland Scenic Parkway Specific Plan (MSPSP). In fact, if the Project were located within the boundary of the MSPSP, the Project's spheres would be visible and it would be subject to Mulholland design review. That is not the case.

Mount St. Mary's is cited as a compatible use, yet the back of its property shares a border with Getty Open Space and the entrance to the property is miles away off Bundy Drive. And that particular use has been so negatively impactful to the community, local organizations have asked for revocation of MSM's conditional use permit. The community is vehemently opposed to the pending expansion project. This actually illustrates how incompatible the Project use is for the community.

Institutional Use Corridor: An area parallel to and 500 feet northerly and 500 feet southerly of the Mulholland Drive right-of-way, designated on maps 3A and 4A with a dashed black line and labeled as MPIII, beginning on the west at the intersection of Mulholland Drive and the Centerline of Corda Drive and terminating on the east at the west line of the San Diego Freeway. Also, an area parallel to and 500 feet southerly of Mulholland Drive right-of-way beginning on the west at the east line of the San Diego Freeway and terminating on the east at a line that is parallel to and 400 feet westerly of the centerline of Roscomare Road.

The Initial Study states: "As discussed in the Project Description, the Project involves several discretionary approvals, including: a General Plan Amendment pursuant to LAMC Section 11.5.6 to establish the location of the Berggruen Institute Specific Plan and clarify Brentwood-Pacific Palisades Community Plan Footnote 14 by expressly indicating that the Berggruen Institute Specific Plan is consistent with the Minimum Residential, Very Low I Residential, Public Facilities, and Open Space land use designations" (IS p. 54)

The project, in fact, is not consistent with this zoning designation.

- BI Specific Plan is not comparable with nor similar to the educational/institutional projects along the Mulholland Corridor, Sepulveda and Sunset Blvds.
- BI compares itself to MSM to claim consistent use. MSM backs up to Getty open space, but its entrance is through Bundy Canyon. The community has asked for revocation of the permit and is opposed to expansion at the site due to significant negative impacts. That is an example of inconsistency with the zone.
- BI claims it will be consistent with low density zoning, but that is impossible with the building sizes and uses proposed (96' and 88' high spheres with 24/7 operation, events, etc.)
- BI continues to falsely claim it will preserve open space and improve the trails, but the open space is **already** preserved (and has been for the past 14 years) and trails will be improved and maintained by the Mountains Recreation and Conservation Authority under conservation easements secured through a litigation settlement in 2006.

B. Inconsistency with the Brentwood-Pacific Palisades Community Plan

The Berggruen Project has a multitude of inconsistencies with the Brentwood-Pacific Palisades (BPPCP) Community Plan. In fact, the BPPCP, that was last updated June 1998, never envisioned a use such as the Berggruen Institute being located in a low-density residential hillside community. Although consistency findings are required to amend the Plan, the BPPCP does not even offer a finding for this type of use. The goals and policies in the Plan attempt to preserve the character and quality of residential areas, and protect and preserve the natural topography in our hillsides from commercial development.

BI Specific Plan will regularly bring 1,000s of strangers to the area creating security risks, road closures, increased fire danger, and public safety issues.

The following summarizes the most significant planning and land use issues and opportunities that were identified in the Brentwood-Pacific Palisades Community Plan area. The Berggruen Institute project is in direct conflict with the “needs” identified in the Plan.

1. Inconsistency With Residential Use

There is a need to minimize grading, limit land use intensity, and preserve natural topography in hillside areas; to protect environmentally sensitive areas, scenic views and scenic corridors; to restrict building on geologically sensitive areas; to preserve open space and the natural character of mountainous areas; to improve the visual environment

through the development of appropriate design criteria and controls; to limit residential development on hillsides having more than a 15% slope; to prevent inadequate transition between commercial and residential; and to ensure commercial development is located in “strategic areas” of the community.

2. Inconsistency Due to Commercial Activities:

There is a gross incompatibility between adjacent residential land use and an inadequate transition between commercial and residential.

BPPCP Program: With the implementation of the Community Plan, all zone changes, subdivisions, parcel maps, variances, conditional uses, specific plans, community and neighborhood residential projects **shall** provide for Plan consistency and maintain a substantial portion of the single family areas in the minimum density land use category. (BPPCP p. III-3)

There is no justification that could warrant trying to fit this square peg into a round hole in order to find that the BI Specific Plan is consistent or compatible with the goals, programs and policies of the BPPCP by locating this Project in the natural hillside environment in Mountaingate.

In fact, even the 2006 28-home lot housing development on this property required 113 mitigation measures for approval. (https://clkrep.lacity.org/onlinedocs/2019/19-0651_misc_1_06-18-2019.pdf)

QUESTION: *Which of the mitigation measures required for the 2006 28-home Project will be carried over to the new Project? If not all or none of the mitigations, why not?*

QUESTION: *BI is re-subdividing the site. How many lots will be included in the new subdivision? What will be located on each lot?*

QUESTION: *Does this project violate the Baseline Hillside Ordinance height restrictions? Will the Applicant be required to seek a height variance? And, if not, why not?*

QUESTION: *What justification is there to violate the height limit in a severe fire hazard natural hillside area?*

3. Accessory Uses

QUESTION: *Will lunch be provided or do Project employees have to leave the site?*

QUESTION: *What are the proposed hours of operation for events, recreational areas, swimming pool area(s), music, or any other outdoor uses and/or outdoor areas that connect to the interior including perimeter and interior pathways or walkways or outdoor corridors and courtyards?*

QUESTION: *Are there any outdoor performing spaces? Will amplified sound be used outdoors?*

QUESTION: *Will pets, such as dogs, be allowed on the property?*

4. Special Events

The Initial Study states at most 12-100 guests from 8:00 a.m. – 10:00 p.m. closed down by 11:00 p.m. with a maximum 400 attendees. (IS p. 27)

- Single events during rush hour with attendees of 100-250 will be limited to 18 times per year.
- Concurrent events with 400 attendees will be limited to 3 times per year.
- Third party events would be permitted if conducted in association with educational, cultural, governmental, civic and/or non-profit organizations who partner with the Berggruen Institute.
- Outdoor amplification can be used in interior courtyards and adjacent terraces during special events.
- An additional 45 hired catering personnel could be present on site for concurrent special events.
- Off-site parking may be utilized for special events.
- Shuttle service will be provided to the site. (IS p. 27)

QUESTION: *Will there be any type of public events at the proposed Project?*

QUESTION: *What type of private events will the Project hold on site?*

QUESTION: *What are the operating hours?*

QUESTION: *Will there be restrictions on events to which guests are invited? Who will enforce these restrictions?*

QUESTION: *What is the capacity for each event (public and private)?*

QUESTION: *Will there be large events, lectures, conferences, symposia, or gatherings of people at the proposed auditorium? Will these be for attendees other than the Resident Scholars?*

QUESTION: *If so, what will be the criteria for invitees and attendees?*

QUESTION: *What restrictions will be imposed on large gatherings at the proposed auditorium or elsewhere at the Project Site (i.e., parking, transportation, hours, noise, light, etc.)?*

QUESTION: *Will Berggruen be requesting alcohol permit(s)? If so, how many will be requested? What type? In what situations will alcohol be served?*

QUESTION: *Will there be live music at any of these anticipated events (indoor and/or outdoor)? Will amplified sound be used for any of these events, or during operation of the Institute? If so, at what hours?*

XIII. NOISE

The Initial Study states:

“During Project construction, the use of heavy equipment (e.g., bulldozers, backhoes, cranes, loaders, etc.) would generate noise on a short-term basis.” (IS p. 56)

Noise factors from the IS include:

- Commercial/Institutional uses and scholar quarters,⁵
- Operation of mechanical equipment, loading areas,
- Use of outdoor gardens, terraces, and recreational amenity areas
- Traffic attributable to the Project has the potential to increase noise levels along adjacent roadways,
- Emergency landing area for helicopters if requested by LAFD,
- Short-term construction - generate groundborne noise and vibration (IS p. 56)

QUESTION: *What is meant by “short-term basis?” We don’t consider 5 to 7 years of construction short-term.*

⁵ While the Initial Study states the Project is an educational institute, it fails to disclose it is a commercial event center.

QUESTION: *How will the developer mitigate noise emitted during construction from heavy equipment, grading, and excavation activities, installation of new utilities, paving, and building fabrication for the proposed structures?*

QUESTION: *Please explain how these uses will not impact the community: events, covered exterior spaces (19,270 sq. ft.), outdoor music, recreation facilities, exterior walking paths on the exterior of the property, amphitheater, helipad, courtyard activities, outdoor pool(s), cars and trucks on the roadway, etc.*

QUESTION: *What is the anticipated noise level from 100s of people (maximum of 400+) attending events, outdoor music, recreation facilities, exterior walking paths on the perimeter of the property, amphitheater, helipad, courtyard activities, outdoor pool, cars and trucks on the roadway, etc.? How is this consistent with the minimum residential zoning required by this entitlement request? And, how does this not impact the quiet of the canyon and wildlife?*

XV. PUBLIC SERVICES

The IS states that police and fire protection may be potentially significant. (IS p. 58). It further states: “The Project Site includes areas that have been designated by LAFD as a Very High Fire Hazard Severity Zone, which potentially could expose people or structures to a significant fire-related risk.” (IS p. 58)

The largely temporary population generated by the Research Institute may result in an increased demand for police protection services provided by the Los Angeles Police Department (LAPD). (IS p. 59)

QUESTION: *What LAFD station will service this location? How many miles from this location is the station? What are the reported response times from the station to this location? Given that the LAFD for the west side is so resource constrained, won't this Project stretch the limits of adequate protection by LAFD even further?*

QUESTION: *Will this Project require a new LAFD facility to be constructed to maintain acceptable services? Who would pay for this? How much would the City budget increase to pay for extra staffing? What would this cost? Where would it be located?*

QUESTION: *What LAPD station will serve this location? How many miles from this location is the station located? What are the reported response times from the station to this location? Given that the LAPD for the west side is so resource constrained, won't this Project stretch the limits of adequate protection by LAPD even further?*

Councilmember Bonin
Mr. Alan Como
January 14, 2021
Page 46

QUESTION: *Will the BI need to provide increased police protection? Who would pay for this? How much would the City budget increase to pay for extra staffing? What would this cost?*

The Initial Study states:

“Art installations also are planned throughout the developed areas of the Project Site, thus promoting recreational use of the open space areas on-site.”(IS p. 60)

QUESTION: *How will the art installations impact the trails? Will they close the trails during installation? What are the promoted “recreational uses” referred to for use in the open space?*

XVI. RECREATION

The Initial Study states:

“..the improvement and completion of the on-site portions of the Canyonback Trail and Riordan/Sycamore Valley Trail (as well as additional trail improvements) could result in increased public use of adjacent trails and park facilities.” (IS p. 61)

QUESTION: *What is meant by “additional trail improvements?”*

QUESTION: *Is the BI planning to build new trails in portions of the property covered by the Open Space easements? If so, would they be consistent with the limitations set out in the Open Space and Trail easements?*

A. Open Space

Berggruen claims one benefit of his Project is that he will preserve 424.4 acres of Open Space. This claim appears in the IS many times:

“Project Description: “The Berggruen Institute Project (Project) involves a development program designed to accommodate the Berggruen Institute’s educational and research programs, fellowships, scholars, and administration within a Research Institute campus, as well as to preserve open space.” (IS Introductory Page)

“Project Description: “Open Space, which would allow for hillside preservation, restoration and protection of native habitat, fuel modification zones for fire risk

management, and public trails and recreational opportunities in an area comprising 424.4 acres.” (IS Intro pages 7 and 13)

“The Specific Plan also calls for the preservation of 424.4 acres of permanent open space within the Open Space Sub-Area.” (IS p. 24)

“Similarly, a habitat management plan would be developed to address the restoration of jurisdictional waters... All on-site mitigation requirements would be fulfilled on and adjacent to the Project Site, as feasible, and any off-site mitigation would be provided at an approved mitigation bank, as appropriate.” (IS p. 24)

“Additionally, the Open Space Sub-Area established under the Specific Plan would allow for substantial arboriculture and open spaces uses consistent with the A1 zoning. For example, the Specific Plan calls for the preservation of 424.4 acres of permanent open space within the Open Space Sub-Area, which largely corresponds to the current A1 zoning.” (IS p. 35)

QUESTION: *Berggruen claims the Project will preserve 424.4 acres of open space. However this open space is already in the public domain through easements granted to the Mountains Recreation and Conservation Authority (MRCA) through a litigation settlement in 2006. Does Berggruen intend to preserve additional open space? Or is he claiming to preserve open space that was already preserved 14 years ago.*

QUESTION: *What is the meaning of “hillside preservation?”*

QUESTION: *What is the meaning of “restoration and protection of native habitat?”*

QUESTION: *What areas on the property are intended for restoration?*

QUESTION: *What definition of “restoration” is being relied on?*

QUESTION: *Won’t this massive development act as an impediment to the protection of native habitat?*

QUESTION: *Please describe all activities intended to be conducted in the protected open space, and how it will be consistent with the Open Space easements?*

QUESTION: *Is there any portion of the proposed Project that will be located within protected open space, existing parklands, or easements?*

QUESTION: *Is it the developer's intention to do any kind of modification within the open space? And, if so, what modifications? And are they consistent with the MRCA easements?*

B. Trails

Berggruen claims another benefit of his Project is that he will improve two existing historic trails. This claim appears in the IS many times:

“Project Description: Within the Open Space Sub-Area, portions of two existing trails that pass through the Project Site would be improved and available for public use, consistent with an existing, recorded, open space easement agreement and trail easement agreements (Instrument Nos. 06-2284769, 06-2284768, and 06-2284767, respectively).” (IS Intro page)

“Improve the trails under the MRCA jurisdiction Within the Open Space Sub-Area, portions of two existing trails that pass through the Project Site would be improved and available for public use, consistent with an existing, recorded, open space easement agreement and trail easement agreements (Instrument Nos. 06-2284769, 06-2284768, and 06-2284767, respectively).” (IS p. 7)

“The development area is defined as the area within the Project grading boundary, including grading associated with improvement of Serpentine Road but excluding the trail connecting Ridges I and II. The sitewide disturbance area within the entire grading boundary would total 36 acres, approximately 24.5 acres of which would be located within the Open Space Easement (16 acres of that would be located within the former landfill area). For comparison, the previously approved 2006 Project (VTTM No. 53072) involved approximately 56 acres of grading, over 33 acres of which would be located within the Open Space Easement.” (Footnote 13, p. 14)

“Also, as part of the Project, and in accordance with the Trail Easements, the portion of the existing Canyonback Trail that passes through the Project Site would be improved. As previously discussed, this trail begins at a trailhead on Mulholland Drive and continues south to Kenter Avenue in Brentwood. Similarly, the portion of the Riordan/Sycamore Valley Trail passing through the Project Site between Ridges I and II would be improved, extended, and routed to connect to the Canyonback Trail near Ridge II. These and additional trail improvements on the Project Site would allow for continued public trail access and provide connectivity between the Mount Saint Mary's fire road and the broader “Big Wild” network of public trails, which spans more than 20,000 acres of protected wilderness in the Santa Monica Mountains.” (IS p. 26)

“Approximately 424.4 acres of undeveloped open space within the Specific Plan Area would be preserved as permanent open space, and portions of the existing Canyonback Trail and Riordan/Sycamore Valley Trail (as well as additional trail improvements) that pass through the Project Site would be improved and available for use by the public, including completion of a trail between Ridges I and II.” (IS p. 59)

“As discussed above in Response to Checklist Question XV.d, the Project includes substantial undeveloped open space with public trail improvements.” (IS p. 60)

“The improvement and completion of the on-site portions of the Canyonback Trail and Riordan/Sycamore Valley Trail (as well as additional trail improvements) could result in increased public use of adjacent trails and park facilities. In particular, the on-site trails would provide connectivity to the existing trail network in adjoining parks, including Mandeville Canyon Park, Westridge-Canyonback Wilderness Park, and Topanga State Park further to the west.” (IS p. 61)

QUESTION: *The IS claims the Project will improve the trails. What is meant by this?*

QUESTION: *In 2017 Berggruen stated his Project “will improve 2 trails, restore the previous connection between both ridges and create an additional trail.” Does Berggruen still intend to do this trail work? What “previous connection” between both Ridges is being referenced? What additional trail will be built? Is it still planned to build or improve trails under the jurisdiction of MRCA? Does this plan comply with the Trail and Open Space easements?*

c. Open Space and Trails Easements

QUESTION: *How is this plan consistent or inconsistent with the MRCA easements?*

QUESTION: *What is the length of the new extended Canyonback roadway?*

QUESTION: *How wide will the trail be where you are extending the public roadway on Canyonback Road? Will it be only as wide as the 5’ sidewalk? What about further south on the private portion of the new roadway?*

QUESTION: *Will the trail retain its current alignment, or will it be diverted to another location? If so, where?*

QUESTION: *How will vehicles affect the Canyonback portion of the Project? Please explain how vehicles and trail users will share the road? Where will they park if there is not enough room at the Pavilion parking areas?*

QUESTION: *Will any portion of Canyonback Road be gated? If so, where?*

Trails Fencing or other Obstructions

QUESTION: *During construction of the Project will there be trail closures or other impacts to the trails? Where will construction vehicles be parked? Will Berggruen compensate the public for trail closures?*

QUESTION: *Does the developer intend to install fencing along or across the trails or open space? Will all fencing comply with the easements held by MRCA?*

XVII. TRANSPORTATION

The Initial Study states:

“The Research Institute has the potential to increase vehicle miles travelled (VMT) within the Project vicinity in association with resident scholars, visiting scholars, guests, and staff driving to and from the site.” (IS p. 62)

“All roadways on-site, including Serpentine Road, would be improved to comply with City standards, including LAFD turning radii requirements, and would be privately maintained as part of the Project.” (IS p. 62)

QUESTION: *What are the LAFD turning radii requirements?*

QUESTION: *How will the Serpentine Road be improved to mitigate the steepness and winding contours of the road?*

QUESTION: *If the steepness of the Serpentine Road does not conform to City Standards, how can this issue be resolved?*

QUESTION: *Will you be using caissons and piles to stabilize the road?*

The Initial Study states:

“Emergency access: Primary access to the Project Site would be provided from Sepulveda Boulevard, with gated emergency access via Stoney Hill Road and North Canyonback Road.” (IS p. 62)

“In addition, the Specific Plan would require the provision of adequate emergency access and compliance with LAFD access requirements, although the Research Institute may generate additional traffic in the vicinity which could affect emergency response. As such, further analysis of this issue in an EIR is required.” (IS p. 62)

QUESTION: *At the Scoping meeting, it was repeatedly stated by both the City planners and Berggruen reps that the only access via Stoney Hill road to Ridge 1 was for the LAFD and that there is no emergency egress for BI staff and guests through Stoney Hill Road to Mountaingate Drive. If the Serpentine Road is the only legal means of ingress and egress, how can the city justify allowing this Project to proceed with only one emergency access route?*

QUESTION: *What is the minimum width required for primary access and emergency access?*

QUESTION: *What are the different roadway requirements for Serpentine Road if being used as primary and secondary roadway?*

QUESTION: *If the city requires Berggruen to provide two roadways, where will the secondary emergency access be located?*

QUESTION: *Is the secondary/emergency access a private road? Does BI have any right to use this road?*

QUESTION: *Are you aware that the question of Stoney Hill Road access is currently the subject of a lawsuit filed by Mountaingate against Berggruen?*

QUESTION: *If Mountaingate is successful, what would be an alternate secondary access for the Project?*

QUESTION: *Given that access to and from Stoney Hill Road is being litigated, and access is a critical component of this Project, how can you possibly move forward with this Project at this stage?*

QUESTION: *How is the Project impacted by the fact that Stoney Hill Road is a private road, and Berggruen has no access to this private roadway despite its statement in its Specific Plan that it has emergency access through Mountaingate?*

QUESTION: *How many gates will be installed as part of your Project? Where will they be located? Will you gate Stoney Hill Road, and, if so how close to the existing gate? How much delay will these private gates cause for emergency responders? Will these gates result in significant delays?*

QUESTION: *Will the retaining walls cause delays for emergency responders?*

QUESTION: *How would the fire department have access to different areas of the site?*

QUESTION: *How will this Project change the circulation and flow of traffic as vehicles stop to turn into the Serpentine Road off of Sepulveda Blvd.?*

QUESTION: *Will there be a traffic signal installed on Sepulveda Blvd. at the Serpentine Road? If so, how will this traffic signal impact traffic circulation and flow? Will there be a turning lane?*

QUESTION: *Will you be providing any transportation for staff? How many staff do you expect to be on site at any one time?*

QUESTION: *Will your employees have parking on site, or at a remote location? Will they be shuttled onto the site?*

QUESTION: *Is this location accessible by public transit, and what accommodations are being planned to help staff access the property?*

QUESTION: *How will staff be evacuated if they do not have access to a vehicle?*

QUESTION: *How will overflow parking be accommodated if the number of parking spaces needed cannot be met on site?*

QUESTION: *Will there be valet service provided for BI events? Where will the valet service be stationed? On Sepulveda or at the top of the Serpentine Road? Will cars be stacked causing traffic to back up on Sepulveda, if the valet is stationed on Sepulveda?*

QUESTION: *What is the weight load of the grease/food oil and other large trucks (trash trucks) and how will they impact the roadway? How often are they scheduled to be on site to collect grease, oil and waste?*

QUESTION: *Is any kind of connector road between the two ridges being planned?*

QUESTION: *What will be the circulation route between the two ridges?*

QUESTION: *BI is only providing 15 parking spaces for 30,000 sq.ft. of Pavilion on Ridge II. Will BI allow overflow parking on Canyonback Drive? Where will overflow parking be provided?*

XX. WILDFIRE

The Initial Study states:

“Very High Fire Hazard Severity Zone, Project development would be designed to include fuel breaks, an emergency water source, and other infrastructure/improvements designed to minimize wildfire risks. As such, the Project may require the installation or maintenance of infrastructure that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.” (IS p. 67)

“The Project Site and portions of the surrounding communities are located in an area that is designated a Very High Fire Hazard Severity Zone at the wildland-urban interface. In accordance with Very High Fire Hazard Severity Zone requirements, a fuel modification plan would be implemented to provide adequate defensible space and minimize wildfire risks to habitable structures.” (IS p. 24)

QUESTION: *Will the fuel modification plan be consistent with the Open Space Conservation easement that has limitations on fuel modification?*

QUESTION: *BI states, “a fuel modification plan would be implemented to provide adequate defensible space and minimize wildfire risks to habitable structures.” What does “adequate” defensible space mean? Is adequate good enough in this high fire zone?*

The Initial Study states: “Additional approvals or consents may be required from the Mountains Recreation and Conservation Authority (MRCA), including without limitation, for irrigation, fuel modification, and/or habitat restoration as contemplated by the open space easement agreement and trail easement agreements.” (IS p. 26)

1. LAFD requires brush clearance 200 feet from any structure.

(<https://www.lafd.org/fire-prevention/brush/brush-clearance-requirements>)

“Year-round compliance shall be maintained as described below on all native brush, weeds, grass, trees and hazardous vegetation within 200 feet of any structures/buildings, whether those structures are on the owner’s property or adjoining properties, and within 10 feet of any combustible fence or roadway/driveway used for vehicular travel.”

Open Space Easement Agreement allows BI the right to conduct brush clearing and fuel modification “300 feet from a residential lot boundary or 350 feet from residential dwelling, whichever is greater”

Experts warn not to brush clear more than what is required by LAFD, “the increasing futility of brush-removal programs that might have been effective...in this changing climate, with these fierce winds, nothing is going to work unless we address the flammability of these structures.”

QUESTION: *Please explain BI's brush management plan to reduce fire hazards, and improve accessibility?"*

QUESTION: *In the 2017 version of the BI Project, a plan was presented to improve fire protection by increasing the "fuel modification zone" by approximately 242 acres of fuel modification area? From what baseline are you increasing the fuel modification? What fuel modification zone is intended to be imposed in this current plan?*

QUESTION: *Where will the fuel modification zones be located? Will fuel modification be conducted into the protected Open Space easement areas? How much clearance will be conducted in the protected open space areas? Does the plan comply with the Open Space easement (300 feet from a residential lot boundary or 350 feet from residential dwelling, whichever is greater)?*

The easements held by MRCA restricts fuel modification activities in the Non-Disturbance Area: "As to the said Non-Disturbance Area, no brush clearing or fuel modification activities shall be conducted."

"In addition, the Specific Plan would require the provision of adequate emergency access and compliance with LAFD access requirements, although the Research Institute may generate additional traffic in the vicinity which could affect emergency response." (IS p. 49)

QUESTION: *What is meant by "adequate emergency access?" Is "adequate" sufficient in a Very High Fire Hazard Severity Zone?*

QUESTION: *The current "Serpentine Road" is narrow, extremely steep and with many hair-pin turns. How can it possibly be used by the LAFD in the event of a fire? And what kinds of fire equipment will and will not be able to traverse the road?*

QUESTION: *This Project does not provide two evacuation routes required by regulatory compliance. How can this be solved?*

"It is also noted that the Project may include an emergency landing area for helicopters if requested by LAFD. As such, further analysis of this issue in an EIR is required." (IS p. 49)

QUESTION: *Why does LAFD need another helicopter pad when there is going to be one installed in Mission Canyon?*

QUESTION: *What are the jurisdictional requirements for a helipad?*

QUESTION: *Would this commercial facility with hundreds on site (many with no cars to evacuate effectively) divert resources from defending homes in the area during a wildfire? (In the Woolsey wildfire, resources were diverted to defend Pepperdine students and faculty who were ordered to shelter in place.)*

QUESTION: *Will patio/outdoor heaters be used for special events taking place in the exterior courtyards and adjacent terraces?*

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

“Located within the general Project vicinity are other current and reasonably foreseeable projects whose development, in conjunction with that of the Project, may contribute to potential cumulative impacts.” (IS p. 68)

Cumulative impacts analysis should include:

- Metro Sepulveda transit corridor project tunnel
- Curtis School Expansion
- Mirman Expansion
- Mount St. Mary’s
- Brentwood School (lower and upper)
- Benedict Canyon Hotel (similar Specific Plan process)

Potentially Significant Impact. Based on the analysis contained in this Initial Study, the Project has the potential to result in significant impacts regarding the following issues: aesthetics (aesthetics, views, light and glare); agricultural resources; air quality; biological resources; cultural resources (archaeological and paleontological resources); energy; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; noise; public services (police protection and fire protection); recreation; transportation; tribal cultural resources; utilities and service systems (water supply, wastewater, solid waste, electricity, natural gas, and telecommunications), and wildfire. As such, the Project has the potential to degrade the quality of the environment. An EIR will be prepared to analyze and document these potentially significant impacts, and feasible mitigation measures will be recommended to reduce any identified significant impacts. (IS p. 68).

H. Requested Studies.

We request the following studies and analysis in addition to our questions, comments, and requests above.

Councilmember Bonin

Mr. Alan Como

January 14, 2021

Page 56

- *Please provide a detailed traffic analysis including design requirements for street widths for your primary and secondary access.*
- *Please provide a detailed traffic analysis including traffic circulation both on and off property.*
- *Please fully analyze all transportation systems in the EIR including the impact this project will have on contributing to congestion on Sepulveda Blvd. (access to the 405), Sunset Blvd and Mulholland Drive.*
- *Please provide a lighting study evaluating pathways, buildings and event lighting and how lighting will emanate beyond the perimeter of the site and impact wildlife, including nighttime and daytime lighting.*
- *Please provide an analysis of truck, construction equipment, and vehicle emissions (during construction and post-construction) impacting air quality, contributing to GHGs while at the same time accounting for the reduction of carbon capture due to the removal of trees.*
- *Please compare the GHG emissions from the proposed project vs. minimum-low density single-family residential homes vs. baseline (condition as it exists today).*
- *Please provide a study from a certified arborist/biologist on the impact of removing these trees and the impact that would have on climate change (heat island effect and release of carbon).*
- *Please provide a study which maps all activity of species in the area, flora and fauna.*
- *Please provide a detailed soils report describing where you will place fill on the project site and any required soils remediation and how landslide and methane slumping areas will be remediated.*
- *Please provide a detailed construction plan and schedule (list each type of construction and delivery vehicle that will be arriving to the site with a schedule for each and an explanation of how long each type of construction activity will last).*
- *Please provide a construction staging (parking plan), including overflow parking, especially if offsite locations will be utilized, and an emergency access plan during construction, especially if there will be street closures.*

- *Please provide a parking survey including all offsite parking locations and the route that shuttles will take to access the property for special events.*
- *Please prepare new emergency response and evacuation plans to comply with the new realities of fire danger in the hillsides.*
- *Please provide a detailed evacuation study that analyzes the efficacy of egress routes and the ratio of evacuation routes to the size of the population in the area. Hillside evacuation routes can be difficult for residents to get out and first responders to get in during wildfires, causing loss of life and property.*
- *Please provide emergency contingency plans for evacuation and access in the event of fire/earthquake/destabilizing hillside emergency.*
- *Please provide a map of where signage will be placed and the dimensions and light intensity of each sign.*
- *Please provide a chart of all venues, areas, and event spaces (indoor and out), a calendar of events, and the maximum capacity for each venue space.*
- *Please provide the BMP study that includes mitigation measures for impacts to the neighboring community of Mountaingate.*
- *Please provide the hydrology study that includes the mitigation measures for impacts to the neighboring community of Mountaingate.*
- *Please provide a detailed noise analysis taking into account the elevated terrain and sound reverberation in this canyon environment.*
- *Sound in the canyon reverberates throughout the area and can be deceiving. Noise originating from the events, outdoor spaces, music, etcetera should be tested in a realistic way to determine how these would affect the area and how sound bounces off surfaces and travels in the canyon. A growing number of studies indicate that animals, like humans, get stressed out by noisy environments. Noise can interfere with animal communication, hinder their foraging abilities and impact where they live. Please provide a detailed noise analysis on the impact of noise emanating from the project's uses on wildlife.*
- *Please provide a copy of your internal sewer capacity study.*

- *Please provide story poles at each building corner (including spheres) and roof ridge to give the adjacent neighbors a sense of the overall height of the project and how the structures will relate to the environment (built or natural).*
- *Please provide a site plan with detailed retaining wall specifications, including materials to be used, height, width, length & number, if they include openings for wildlife passage.*
- *Please provide a study of economic necessity, if any, for another commercial event center in the area in the form of this Project.*
- *Please provide a study of the feasibility of the construction of the Serpentine Road, and how it will comply with minimum road width requirements, especially in hillside high fire hazard areas. The Serpentine Road is the only way in and out for visitors and guests. A study of the feasibility of nighttime evacuation on this road is also requested.*
- *Please provide any updates of the Landfill Post Closure Report.*

We request studies of the following areas: Air Quality; Biological Resources; Evacuation Plans; Fire Protection Plans; GHG emissions and mitigation; Geology and Soils (including Landslide); Noise and Vibrations; Light and Aesthetics; Riparian Impacts; Traffic and Circulation; and Watershed impacts.

We also incorporate by reference all questions and comments at the scoping meeting.

Conclusion

The Initial Study continuously makes false claims about preserving open space, improving trails, and that the Berggruen Institute is consistent with the neighboring educational and cultural institutions along Sepulveda, Mulholland and Sunset.

The open space and trails are under the MRCA's jurisdiction. Further, the open space and trail easements are held in trust in perpetuity by the MRCA. Berggruen's commercial operation does not offer any public benefit, nor is it consistent with the Brentwood-Pacific Palisades Community Plan.

For these and all the reasons listed above, MOSMA strongly opposes the Berggruen Institute Event and Conference Center. This is a highly inappropriate use to be proposed for this site in this minimum to low density residential area and in a very high fire hazard severity zone. That is why this use is not permitted under the current zoning codes and would require an unprecedented amendment to the General Plan, a zone change, and granting a private property owner his own Specific Plan zone designations.


Councilmember Bonin
Mr. Alan Como
January 14, 2021
Page 59

This Project, if approved, will bring hundreds of outsiders to this vulnerable fire-prone hillside community on a daily basis, exposing the entire Brentwood community, and potentially Pacific Palisades to the west and Bel Air to the east, to increased wildfire risks. It will degrade biological resources, increase GHG emissions, noise and light impacts, and other substantial impacts.

We ask that the City ensure a reasonable range of project alternatives will be studied, including a project that complies with the General Plan, Community Plan, zoning code (minimum to low density residential-only) that would not set a dangerous precedent commercializing our beautiful Santa Monica Mountains.

Please provide us any future notices related to this Project. We also request that you preserve all email and other communication and documents related to this Project.

Sincerely,


Douglas P. Carstens

Enclosures

Exhibit A: Recorded Easements
Exhibit B: Recorded Tract Map
Exhibit C: Special Order Flood Risk
Exhibit D: Landslide/Slump Map
Exhibit E: CalRecycle Letter
Exhibit F: LEA Letter
Exhibit G: CalRecycle and LEA Emails

EXHIBIT A

**Open Space & Trail Easements
Recorded October 13, 2006
(Pages 1-34)**

This page is part of your document - DO NOT DISCARD

06 2284768

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
12:21 PM OCT 13 2006

TITLE(S) :



FEE

Code 00 - 00.00
Code 18 - 00.00

Code E001 - 001

D.T.T.

Code 0 - 00.00

CODE
20

CODE
19

CODE
9

Grand Total = \$0.00

Page Count = 9

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 TO:**

**Mountains Recreation and
Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065**

DOCUMENT ENTITLED TO FREE RECORDATION
PURSUANT TO GOVERNMENT CODE SECTION 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

OPEN SPACE EASEMENT AGREEMENT

This Open Space Easement Agreement ("Agreement") is entered into on this 13th day of October, 2006, by and between CASTLE & COOKE MOUNTAINGATE, INC. a California corporation ("Grantor"), and the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity established by joint exercise of powers agreement between the Santa Monica Mountains Conservancy and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto (the "Open Space Area"); and

WHEREAS, Grantor and Grantee desires to ensure that the Open Space Area remains as open space area to benefit the general public by protecting the natural environment from development, subject to the terms, conditions and exceptions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in exchange of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby agrees that the Open Space Area shall, except as set forth in Section 2 below, remain as open space, meaning that Grantor shall not, except as set forth in Section 2 below, improve the Open Space Area with above-ground improvements such as dwellings, buildings, golf courses, tennis courts or other

recreational facilities, and shall not develop or use the Open Space Area for agricultural purposes, including but not limited to the use of such land for vineyards, or grazing. Grantor hereby grants to Grantee an easement in, on, over and across the Open Space Area to prevent any activity or use of the Open Space Area in violation of the provisions of this Section 1, and to otherwise enforce the provisions of this Agreement.

2. Permitted Uses of Open Space Area. Notwithstanding any provision in this Agreement to the contrary, Grantor reserves the unrestricted right to operate, maintain, improve, repair, restore, remediate, manage and control, to the extent deemed necessary or desirable in the sole discretion of Grantor ("Landfill Operations") the closed landfill located on Lot 32 of the Open Space Area (the "Landfill") and/or any portions of the Open Space Area affected by said Landfill. Without limiting the generality of the foregoing, Grantor reserves the unrestricted right, (i) to conduct Landfill Operations in connection with the collection, transportation, storage, sale, transfer, disposal and discharge of methane gas and other byproducts of the Landfill, (ii) to conduct excavation, filling, compaction, grading, and other earthwork relating to the Landfill or Landfill Operations, and (iii) to construct such improvements on the Open Space Area as may be deemed necessary or desirable in the sole discretion of Grantor for the Landfill or Landfill Operations. In addition, Grantor reserves the right, but does not assume the obligation, to conduct such activities on, use and/or improve the Open Space Area or any portions thereof as may be deemed necessary or desirable in the sole discretion of Grantor to prevent or address any nuisance or adverse condition occurring in, on or about the Open Space Area or Grantor's adjacent lands. In addition, Grantor reserves the right to conduct brush clearing and fuel modification activities, and to irrigate the Open Space Area, subject to the following limitations: (i) such activities shall be unrestricted as to Lot 32 of the Open Space Area and/or within any portions of Lots 30 and/or 31 of the Open Space Area which are graded or improved by Grantor in the course of developing Grantor's Mountaingate development project, including the mitigation planting areas outside the areas defined below as the Disturbance Area and Non-Disturbance Area (collectively, the "Unrestricted Areas"), (ii) as to the portions of Lots 30 and 31 of the Open Space Area other than the Unrestricted Areas which lie within a distance equal to three hundred (300) feet from a residential lot boundary or three hundred fifty (350) feet from a residential dwelling, whichever is greater (the "Disturbance Area"), brush clearing and fuel modification activities may be conducted, and Grantor may irrigate such Disturbance Area only to the extent necessary or reasonably desirable to protect against hillside instability or slope failure, as determined by Grantor with the advice and consent of Grantee, its successors or assigns, and its geologist (provided, that in no event shall irrigation improvements have sprayheads with more than a three (3) foot throw of water), and Grantor may install hardscaping, and landscaping with planting of non-cultivar plants native to the eastern Santa Monica mountains (as specified on the approved lists published at any time by the Santa Monica Chapter of the California Native Plant Society or the *Flora of the Santa Monica Mountains*, by Prigge and Raven), and with cut material having stems greater than one (1) inch in diameter not to be thrown within the portions of Lots 30 and 31 which lie beyond the Disturbance Area (the "Nondisturbance Area"), and (iii) as to the said Nondisturbance Area, no brush clearing or fuel modification activities shall be conducted, except that Grantor shall have the right to plant non-cultivar, native

(as specified hereinabove) plants within such areas, and to irrigate such areas only to the extent necessary or reasonably desirable to protect against hillside instability or slope failure, as determined by Grantor with the advice and consent of Grantee, its successors or assigns, and its geologist, but only with temporary, above-ground, drip irrigation facilities. In conducting such brush clearing and fuel modification activities within the Disturbance Area and/or the Nondisturbance Area, Grantor shall take into consideration the adoption of erosion control measures, site steepness and geologic conditions (for example, plant roots should not be removed in the course of such activities). Grantor reserves the unrestricted right to construct, maintain, repair and replace roadways, utilities and similar facilities in, on, over and across the Unrestricted Areas and maintain, repair and replace roadways, utilities and similar facilities in, on, over and across the Disturbance Area. Grantor shall not have the right to construct roadways, utilities or similar facilities in, on, over or across the Disturbance Area or the Non-Disturbance Area, except as specifically required for the development of Grantor's Mountaingate development project. In addition, Grantor reserves the right to at any time and from time to time hereafter, install segments of fencing and gates along the linear boundaries of the Trail Areas defined in those certain Trail Easement Agreements recorded of even date herewith which (i) lie within Lot 32 of the Open Space Area or within or on the boundary line of any of the residential lots in Tract 53072, (ii) lie within any other graded or improved portions of Tract 53072, so long as such fenced segments are located at least two hundred (200) feet from said Trail Areas, and do not exceed four hundred (400) feet in length, and (iii) lie within any non-graded or unimproved portions of Tract 53072, so long as such fenced segments are located at least fifty (50) feet from the Trail Areas and do not exceed two hundred (200) feet in length. Grantor shall implement competent practices for erosion control, drainage protection and stabilization, and shall consider the steepness of terrain and weathered nature of the materials overlying the Santa Monica Slate bedrock in the design and construction of the aforementioned fencing, and shall design and construct such fencing so as to avoid impacts to any special-status plant and wildlife species, such as black walnut trees and native bird nests. Notwithstanding the foregoing, Grantor shall have the right to install segments of fencing and/or gates closer to the Trail Areas and/or in greater lengths than stated in this Section 2 by mutual written agreement between Grantor and Grantee, to the extent necessary or desirable in the opinion of both parties to prohibit or restrict access between the Trails and Grantor's adjacent lands. In doing any of the above, however, Grantor shall not interfere with public recreational use of the Trail Area pursuant to those certain Trail Easement Agreements granted by Grantor dated and recorded of even date herewith.

3. Right of Access. Grantee shall have the right, from time to time, following the giving of at least one week's written notice to Grantor, to enter upon and inspect the Open Space Area in order to ensure compliance with the provisions of this Agreement. Grantee shall indemnify, defend and hold harmless Grantor for, from and against, and in connection with, any and all claims, losses and/or liabilities (including reasonable attorneys' fees and court costs) arising from or in connection with Grantee's entry on and/or inspection of the Open Space Area, excepting only claims, losses and/or liabilities arising for, from, against or in connection with the sole acts or omissions of

Grantor. Grantee shall have no right of access to, on, over or across the Open Space Area by virtue of this Agreement, except as expressly stated in this Section 3.

4. No Affirmative Obligations. Grantor shall have no obligation by virtue of this Agreement to take any affirmative action to preserve, conserve, protect or otherwise keep or maintain any aspect of the Open Space Area. Without limiting the generality of the foregoing, Grantor shall have no obligation to preserve, conserve, protect, keep or maintain any geological feature, plant life, animal life or habitat in, on or about the Open Space Area. Except as expressly written to the contrary in this Agreement, Grantor shall have no obligation by virtue of this Agreement to refrain from taking any action or conducting any activity with respect to the Open Space Area.

5. Character of Easement. The easement granted in this Agreement is in gross.

6. Term. The easement granted in this Agreement is perpetual.

7. Non-Exclusive Easement. The easement contemplated in this Agreement shall be non-exclusive. Grantor reserves and retains the right to use and permit others to use the Open Space Area, provided that nothing in this Section 7 shall be construed to limit the rights granted to Grantee in Section 1 above. The rights granted in this Agreement are and shall be subject to any preexisting easements, licenses, exceptions, reservations and other rights granted by prior recorded documents.

8. Binding Effect and Inurement. The rights and obligations under this Agreement shall "run with the land" as to the Open Space Area, and shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee. In the event the Grantee named in this Agreement shall hereafter cease to exist without a successor or assign, then all rights and obligations of Grantee under this Agreement shall inure to and be binding upon, upon the recordation of an instrument accepting such rights and obligations, by the Santa Monica Mountains Conservancy, or in the event the Santa Monica Mountains Conservancy has by then ceased to exist without a successor or assign to the California State Parks Department, or in the event the California State Parks Department has by then ceased to exist without a successor or assign to the City of Los Angeles, City Parks and Recreation Department.

9. Amendment. This Agreement shall not be amended except by a written agreement signed by Grantor and Grantee and recorded in the Official Records of Los Angeles County.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first written above.

**GRANTOR: CASTLE & COOKE
MOUNTAINGATE, INC., a California
corporation**

By: Bruce Freeman
Name: Bruce Freeman
Title: President

By: Laura Whitaker
Name: Laura Whitaker
Title: Vice President

**GRANTEE: MOUNTAINS RECREATION
AND CONSERVATION AUTHORITY, a
public entity established by joint exercise of
powers agreement between SMMC and the
Conejo Recreation and Park District and the
Rancho Simi recreation and Park District**

By: Rorie A. Skei
Name: RORIE A. SKEI
Title: Chief Deputy Executive Officer

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)

)ss.
COUNTY OF Keen)

On Sept 8, 2006, before me, Carol A. Stringer, Notary Public, personally appeared Bruce Freeman, and Laura Whitaker, personally known to me (or 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 signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carol A. Stringer
Signature



STATE OF CALIFORNIA)

)ss.
COUNTY OF Los Angeles)

On October 13, 2006, before me, Shannon Murray, Notary Public, personally appeared Rorie Skei, and _____, personally known to me (~~or 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~~ signatures on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Shannon Murray
Signature

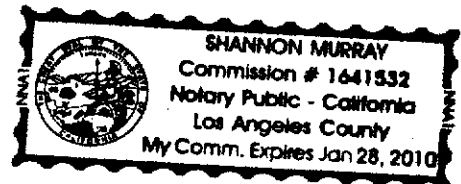


EXHIBIT "A" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF OPEN SPACE AREA

Lots 30, 31 and 32 generally as shown on Vesting Tentative Tract Map No. 53072, approved by the Los Angeles City Council on August 2, 2006, provided, that upon recordation of Grantor's final tract map for Lots 30, 31 and 32 this legal description shall be automatically amended, replaced and superseded, without further action on the part of Grantor or Grantee to be Lots 30, 31 and 32 of said final tract map, as so recorded.

06 2284768

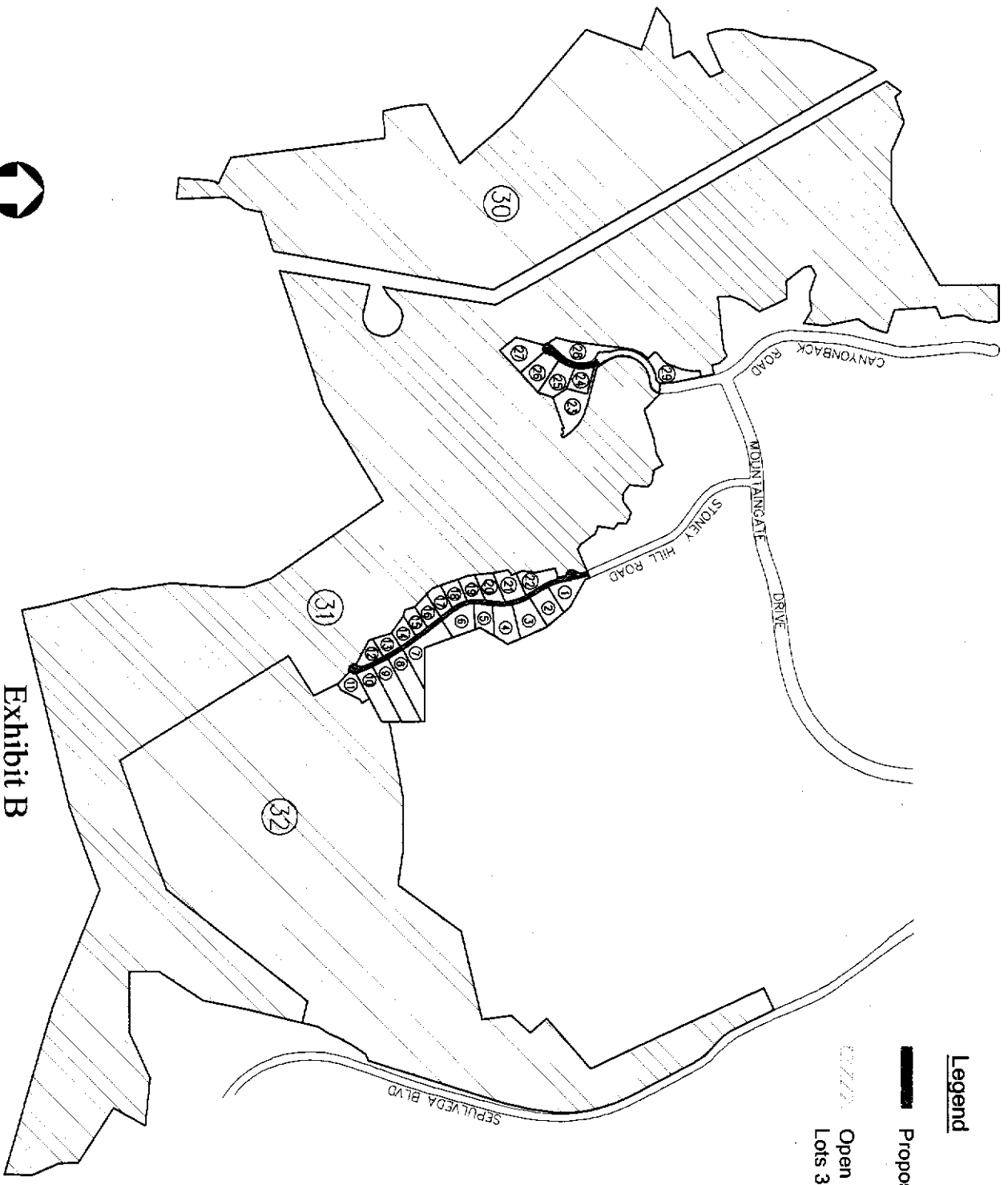
9

EXHIBIT "B" TO EASEMENT AGREEMENT



DEPICTION OF OPEN SPACE AREA

AS SHOWN ON VESTING TENTATIVE TRACT MAP NO. 53072

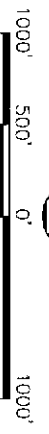
ATTACHED



Legend

-  Proposed Private Streets
-  Open Space Area:
Lots 30, 31, 32

06 2284768



GRAPHIC SCALE

Note: For reduced sized prints, original scale is in inches

Exhibit B
To Open Space Easement Agreement
Depiction of Open Space Area

PSOMAS

DATE: 07-07-06

JOB No: 1MUR010300
SHEET 1 OF 1



This page is part of your document - DO NOT DISCARD

06 2284769

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
12:21 PM OCT 13 2006

TITLE(S) :



FEE

Code 00 - 00.00
Code 18 - 00.00

Code E001 - 001

D.T.T.

Code 0 - 00.00

CODE
20

CODE
19

CODE
9

Grand Total = \$0.00

Page Count = 11

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 TO:**

**Mountains Recreation and
Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065**

DOCUMENT ENTITLED TO FREE RECORDATION
PURSUANT TO GOVERNMENT CODE SECTION 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TRAIL EASEMENT AGREEMENT

This Trail Easement Agreement ("Agreement") is entered into on this 13th day of October, 2006, by and between CASTLE & COOKE MOUNTAINGATE, INC., a California corporation ("Grantor"), and the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity established by joint exercise of powers agreement between the Santa Monica Mountains Conservancy and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto (the "Trail Area"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, the right of access over and across the Trail Area, as more particularly set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in exchange of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an irrevocable easement for the construction, maintenance, repair and use of an unobstructed, 10 foot wide, public recreational trail over and across the Trail Area. Grantee shall have the right to use and permit the general public to use the Trail Area for lawful trail purposes, subject to such rules and regulations for public safety and public resource protection as

Grantee may from time to time impose on such use. Public access to the Trail Area shall be open and unobstructed at all times, subject only to regulation by the Grantee. Grantor retains no right to control access along the easement hereby granted.

2. Character of Easement. The easement granted in this Agreement is in gross.

3. Term. The easement granted in this Agreement is perpetual.

4. Non-Exclusive Easement. The use of the easement as contemplated in this Agreement shall be non-exclusive. Grantor reserves and retains the right to use and permit others to use the Trail Area, provided that nothing in this Section 4 shall be construed to limit the rights granted to Grantee in Section 1 above. Grantor shall not, however, construct, install or maintain fences, gates or any other impediments or obstructions to public access, within the Trail Area. The rights granted in this Agreement are and shall be subject to any preexisting easements, licenses, exceptions, reservations and other rights granted by prior recorded documents.

5. Maintenance. Grantor shall, at all times, maintain in good and safe condition and repair, that portion of the easement which is described on Exhibit "C" and depicted on Exhibit "D" attached hereto as the Lot 28 Trail Segment (the "Lot 28 Trail Segment") and all improvements on said portion. Grantee shall, at all times, maintain in good and safe condition and repair all remaining portions of the easement and all improvements thereon.

6. Adjustment of Alignment. In the event Grantee reasonably determines that as a result of geologic, biological, archeological or similar conditions, adjustments will be required to the trail alignment that is described on Exhibit "A", then Grantee shall have the right to realign or relocate portions of the Trail Area, as may be necessary or reasonably desirable to avoid or reduce environmental impacts or adverse environmental conditions, to alternate alignments located within seventy-five (75) feet up slope and/or within one hundred fifty (150) feet down slope, of the trail alignment described on Exhibit "A" attached hereto, provided, however, that no such realignment shall (i) be permitted as to portions of the Trail Area which lie within the Lot 28 Trail Segment or any other graded or improved portions of Grantor's Mountaingate Project, or (ii) result in significant adverse impacts to the environment, including Grantor's Mountaingate project. Upon any such realignment or relocation, Grantee and Grantor, or their respective successors or assigns, as the case may be, shall each execute and Grantee, its successors or assigns, shall cause to be recorded, a written amendment to this Agreement in order to restate the legal description hereof to include the newly realigned or relocated portions of the Trail Area and to delete therefrom the original realigned or relocated portions of the Trail Area.

7. Indemnification. Grantor shall indemnify, defend and hold harmless Grantee for, from and against, and in connection with, any and all claims, losses and/or liabilities (including reasonable attorneys' fees and court costs) arising from or in

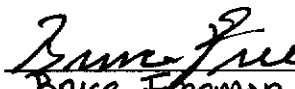
connection with Grantor's construction, maintenance and/or repair of the Lot 28 Trail Segment and/or any improvements thereon. Grantee shall indemnify, defend and hold harmless Grantor for, from and against, and in connection with, any and all claims, losses and/or liabilities (including reasonable attorneys' fees and court costs) arising from or in connection with any and all other aspects of the easement hereby granted and/or any improvements thereon, excepting only claims, losses and/or liabilities arising for, from, against or in connection with the sole acts or omissions of Grantor.

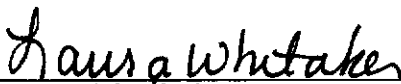
8. Binding Effect and Inurement. The rights and obligations under this Agreement shall "run with the land" as to the Trail Area, and shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee. In the event the Grantee named in this Agreement shall hereafter cease to exist without a successor or assign, then all rights and obligations of Grantee under this Agreement shall inure to and be binding upon, upon the recordation of an instrument accepting such rights and obligations, by the Santa Monica Mountains Conservancy, or in the event the Santa Monica Mountains Conservancy has by then ceased to exist without a successor or assign to the California State Parks Department, or in the event the California State Parks Department has by then ceased to exist without a successor or assign to the City of Los Angeles, City Parks and Recreation Department.

9. Amendment. This Agreement shall not be amended except by a written agreement signed by Grantor and Grantee and recorded in the Official Records of Los Angeles County.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first written above.

**GRANTOR: CASTLE & COOKE
MOUNTAINGATE, INC., a California
corporation**

By: 
Name: Bruce Freeman
Title: President

By: 
Name: Laura Whitaker
Title: Vice President

GRANTEE: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity established by joint exercise of powers agreement between SMMC and the Conejo Recreation and Park District and the Rancho Simi recreation and Park District

By: *Rorie A. Skei*
Name: *RORIE A. SKEI*
Title: *Chief Deputy Executive Officer*

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)

)ss.
COUNTY OF KERN)

On Sept. 8, 2006, before me, CAROL A. STRINGER, Notary Public, personally appeared BRUCE FREEMAN, and LAURA WHITAKER, personally known to me (or 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 signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carol A. Stringer
Signature



STATE OF CALIFORNIA)

)ss.
COUNTY OF Los Angeles)

On October 13, 2006, before me, Shannon Murray, Notary Public, personally appeared Rorie Sko, and _____, personally known to me (~~or 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.

WITNESS my hand and official seal.

Shannon Murray
Signature



EXHIBIT "A" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF TRAIL AREA

Portions of Lots 28, 30 and 31, generally as shown on Tentative Tract Map No. 53072, approved by the Los Angeles City Council on August 2, 2006, said portions consisting of a strip of land ten (10) feet in width, having a centerline along the "Canyonback Trail Alignment" as depicted on Exhibit B attached hereto, provided, that upon recordation of Grantor's final tract map and completion of construction of trail improvements in accordance with that certain Settlement Agreement dated September 6, 2006 by and among Grantor, Grantee, and others, this Agreement shall be amended to replace and supersede this legal description with the legal description of the strip of land ten (10) feet in width having a centerline along the actual trail, as built, within Lots 28, 30 and 31 as shown on said final tract map.

06 2284769

8

EXHIBIT "B" TO EASEMENT AGREEMENT

DEPICTION OF TRAIL AREA

ATTACHED

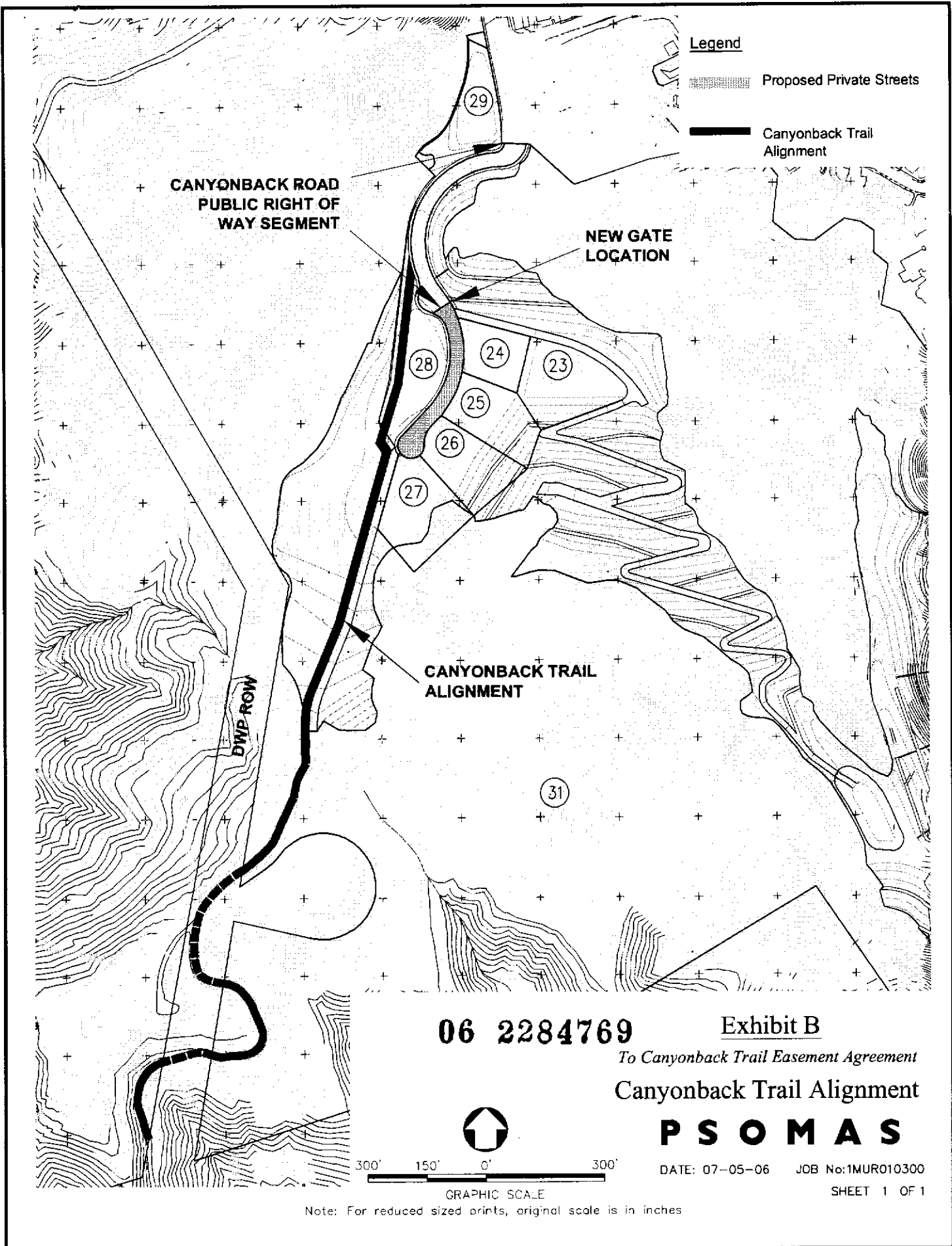


EXHIBIT "C" TO EASEMENT AGREEMENT

DESCRIPTION OF LOT 28 TRAIL SEGMENT

That portion of the Trail Area which is identified as the "Lot 28 Trail Segment" on Exhibit "D" attached hereto, provided, that upon recordation of grantor's final tract map and completion of construction of trail improvements for said Lot 28 Trail Segment in accordance with that certain Settlement Agreement dated September 5, 2006 by and among Grantor, Grantee, and others, this Agreement shall be amended to replace and supersede this legal description with the legal description of the strip of land ten (10) feet in width over the actual Lot 28 Trail Segment, as built.

06 2284769

11

EXHIBIT "D" TO EASEMENT AGREEMENT

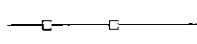


DEPICTION OF LOT 28 TRAIL SEGMENT

ATTACHED

06 2284769

12

Legend

-  Caisson Line
-  Lot 28 Trail Segment
-  Wall

LOT 28
TRAIL
SEGMENT

CANYONBACK ROAD

28

24

25

26

Exhibit D

To Canyonback Trail Easement Agreement
Depiction of Lot 28 Trail Segment

P S O M A S

DATE: 07-03-06 JOB No: 1MUR010300
SHEET 1 OF 1



Note: For reduced sized prints, original scale is in inches

This page is part of your document - DO NOT DISCARD

06 2284767

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
12:21 PM OCT 13 2006

TITLE(S) :



FEE

Code 00 - 00.00
Code 18 - 00.00

Code E001 - 001

D.T.T.

Code 0 - 00.00

CODE
20

CODE
19

CODE
9

Grand Total = \$0.00

Page Count = 11

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

2

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

**Mountains Recreation and
Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065**

DOCUMENT ENTITLED TO FREE RECORDATION
PURSUANT TO GOVERNMENT CODE SECTION 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TRAIL EASEMENT AGREEMENT

This Trail Easement Agreement ("Agreement") is entered into on this 13th day of October, 2006, by and between CASTLE & COOKE MOUNTAINGATE, INC., a California corporation ("Grantor"), and the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity established by joint exercise of powers agreement between the Santa Monica Mountains Conservancy and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto (the "Trail Area"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, the right of access over and across the Trail Area, as more particularly set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in exchange of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an irrevocable easement for the construction, maintenance, repair and use of an unobstructed, 10 foot wide, public recreational trail over and across the Trail Area. Grantee shall have the right to use and permit the general public to use the Trail Area for lawful trail purposes,

subject to such rules and regulations for public safety and public resource protection as Grantee may from time to time impose on such use. Public access to the Trail Area shall be open and unobstructed at all times, subject only to regulation by the Grantee. Grantor retains no right to control access along the easement hereby granted.

2. Character of Easement. The easement granted in this Agreement is in gross.

3. Term. The easement granted in this Agreement is perpetual.

4. Non-Exclusive Easement. The use of the easement as contemplated in this Agreement shall be non-exclusive. Grantor reserves and retains the right to use and permit others to use the Trail Area, provided that nothing in this Section 4 shall be construed to limit the rights granted to Grantee in Section 1 above. Grantor shall not, however, construct, install or maintain fences, gates or any other impediments or obstructions to public access, within the Trail Area. The rights granted in this Agreement are and shall be subject to any preexisting easements, licenses, exceptions, reservations and other rights granted by prior recorded documents.

5. Maintenance. Grantor shall, at all times, maintain in good and safe condition and repair, that portion of the easement which is described on Exhibit "C" and depicted on Exhibit "D" attached hereto as the Desilting Basin Segment (the "Desilting Basin Segment") and all improvements on said portion. Grantee shall, at all times, maintain in good and safe condition and repair all remaining portions of the easement and all improvements thereon.

6. Adjustment of Alignment. In the event Grantee reasonably determines that as a result of geologic, biological, archeological or similar conditions, adjustments will be required to the trail alignment that is described on Exhibit "A", then Grantee shall have the right to realign or relocate portions of the Trail Area, as may be necessary or reasonably desirable to avoid or reduce environmental impacts or adverse environmental conditions, to alternate alignments located within seventy-five (75) feet up slope and/or within one hundred fifty (150) feet down slope, of the trail alignment described on Exhibit "A" attached hereto, provided, however, that no such realignment shall (i) be permitted as to portions of the Trail Area which lie within the Desilting Basin Segment or any other graded or improved portions of Grantor's Mountaingate Project, or (ii) result in significant adverse impacts to the environment, including Grantor's Mountaingate project. Upon any such realignment or relocation, Grantee and Grantor, or their respective successors or assigns, as the case may be, shall each execute and Grantee, its successors or assigns, shall cause to be recorded, a written amendment to this Agreement in order to restate the legal description hereof to include the newly realigned or relocated portions of the Trail Area and to delete therefrom the original realigned or relocated portions of the Trail Area.


7. Indemnification. Grantor shall indemnify, defend and hold harmless Grantee for, from and against, and in connection with, any and all claims, losses and/or liabilities (including reasonable attorneys' fees and court costs) arising from or in connection with Grantor's construction, maintenance and/or repair of the Desilting Basin Segment and/or any improvements thereon. Grantee shall indemnify, defend and hold harmless Grantor for, from and against, and in connection with, any and all claims, losses and/or liabilities (including reasonable attorneys' fees and court costs) arising from or in connection with any and all other aspects of the easement hereby granted and/or any improvements thereon, excepting only claims, losses and/or liabilities arising for, from, against or in connection with the sole acts or omissions of Grantor.

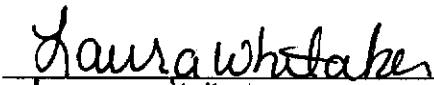
8. Binding Effect and Inurement. The rights and obligations under this Agreement shall "run with the land" as to the Trail Area, and shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee. In the event the Grantee named in this Agreement shall hereafter cease to exist without a successor or assign, then all rights and obligations of Grantee under this Agreement shall inure to and be binding upon, upon the recordation of an instrument accepting such rights and obligations, by the Santa Monica Mountains Conservancy, or in the event the Santa Monica Mountains Conservancy has by then ceased to exist without a successor or assign to the California State Parks Department, or in the event the California State Parks Department has by then ceased to exist without a successor or assign to the City of Los Angeles, City Parks and Recreation Department.

9. Amendment. This Agreement shall not be amended except by a written agreement signed by Grantor and Grantee and recorded in the Official Records of Los Angeles County.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first written above.

**GRANTOR: CASTLE & COOKE
MOUNTAINGATE, INC., a California
corporation**

By: 
Name: Bruce Freeman
Title: President

By: 
Name: Laura Whitaker
Title: Vice President

06 2284767

5

**GRANTEE: MOUNTAINS RECREATION
AND CONSERVATION AUTHORITY, a
public entity established by joint exercise of
powers agreement between SMMC and the
Conejo Recreation and Park District and the
Rancho Simi recreation and Park District**

By: *Rorie A. Skeel*
Name: *RORIE A. SKEEL*
Title: *Chief Deputy Executive Officer*

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF Kern)

On Sept 8, 2006, before me, CAROL A. STRINGER, Notary Public, personally appeared Bruce Freeman, and Laura Whitaker, personally known to me (or 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 signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carol A. Stringer
Signature



STATE OF CALIFORNIA)
)ss.
COUNTY OF Los Angeles)

On October 13, 2006, before me, Shannon Murray, Notary Public, personally appeared Roric Skei, and _____, personally known to me (~~or 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.

WITNESS my hand and official seal.

Shannon Murray
Signature



EXHIBIT "A" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF TRAIL AREA

Portions of Lots 31 and 32, generally as shown on Tentative Tract Map No. 53072, approved by the Los Angeles City Council on August 2, 2006, said portions consisting of a strip of land ten (10) feet in width, having a centerline along the "Scenic Trail Alignment" as depicted on Exhibit B attached hereto, provided, that upon recordation of Grantor's final tract map and completion of construction of trail improvements in accordance with that certain Settlement Agreement dated September 5, 2006 by and among Grantor, Grantee, and others, this Agreement shall be amended to replace and supersede this legal description with the legal description of the strip of land ten (10) feet in width having a centerline along the actual trail, as built, within Lots 31 and 32 as shown on said final tract map.

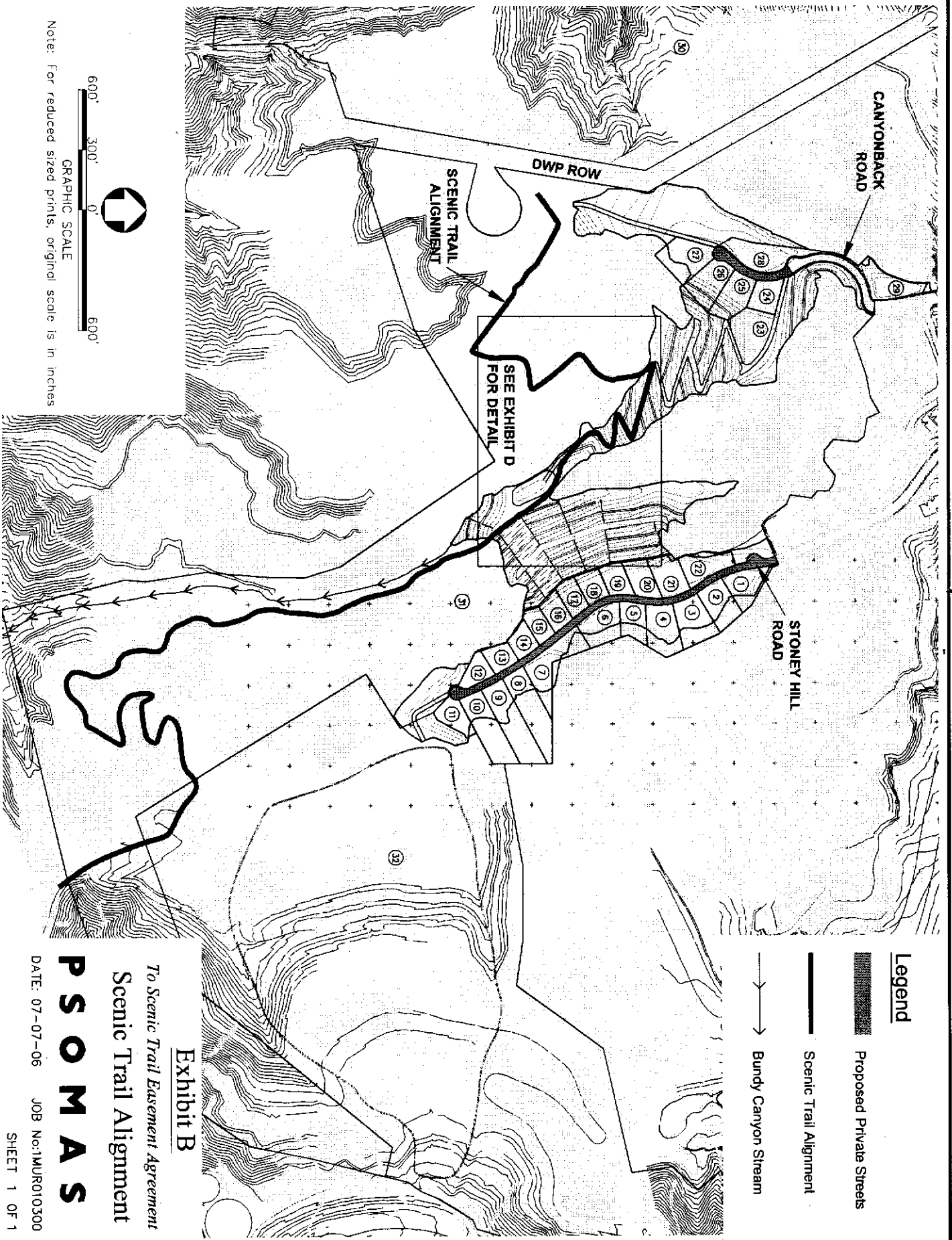
06 2284767

8

EXHIBIT "B" TO EASEMENT AGREEMENT

DEPICTION OF TRAIL AREA

ATTACHED



Legend




-  Proposed Private Streets
-  Scenic Trail Alignment
-  Bundy Canyon Stream

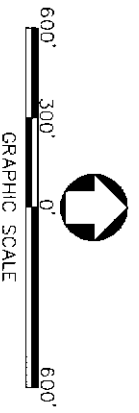
Exhibit B

To Scenic Trail Easement Agreement
Scenic Trail Alignment

PSOMAS

DATE: 07-07-06 JOB No: 1MUR010300
SHEET 1 OF 1

Note: For reduced sized prints, original scale is in inches



GRAPHIC SCALE

9

EXHIBIT "C" TO EASEMENT AGREEMENT

DESCRIPTION OF DESILTING BASIN SEGMENT

That portion of the Trail Area which is identified as the "Desilting Basin Segment" on Exhibit "D" attached hereto, provided, that upon recordation of grantor's final tract map and completion of construction of trail improvements for said Desilting Basin Segment in accordance with that certain Settlement Agreement dated September 5, 2006 by and among Grantor, Grantee, and others, this Agreement shall be amended to replace and supersede this legal description with the legal description of the strip of land ten (10) feet in width over the actual Desilting Basin Segment, as built.

EXHIBIT "D" TO EASEMENT AGREEMENT
DEPICTION OF DESILTING BASIN SEGMENT

ATTACHED

06 2284767

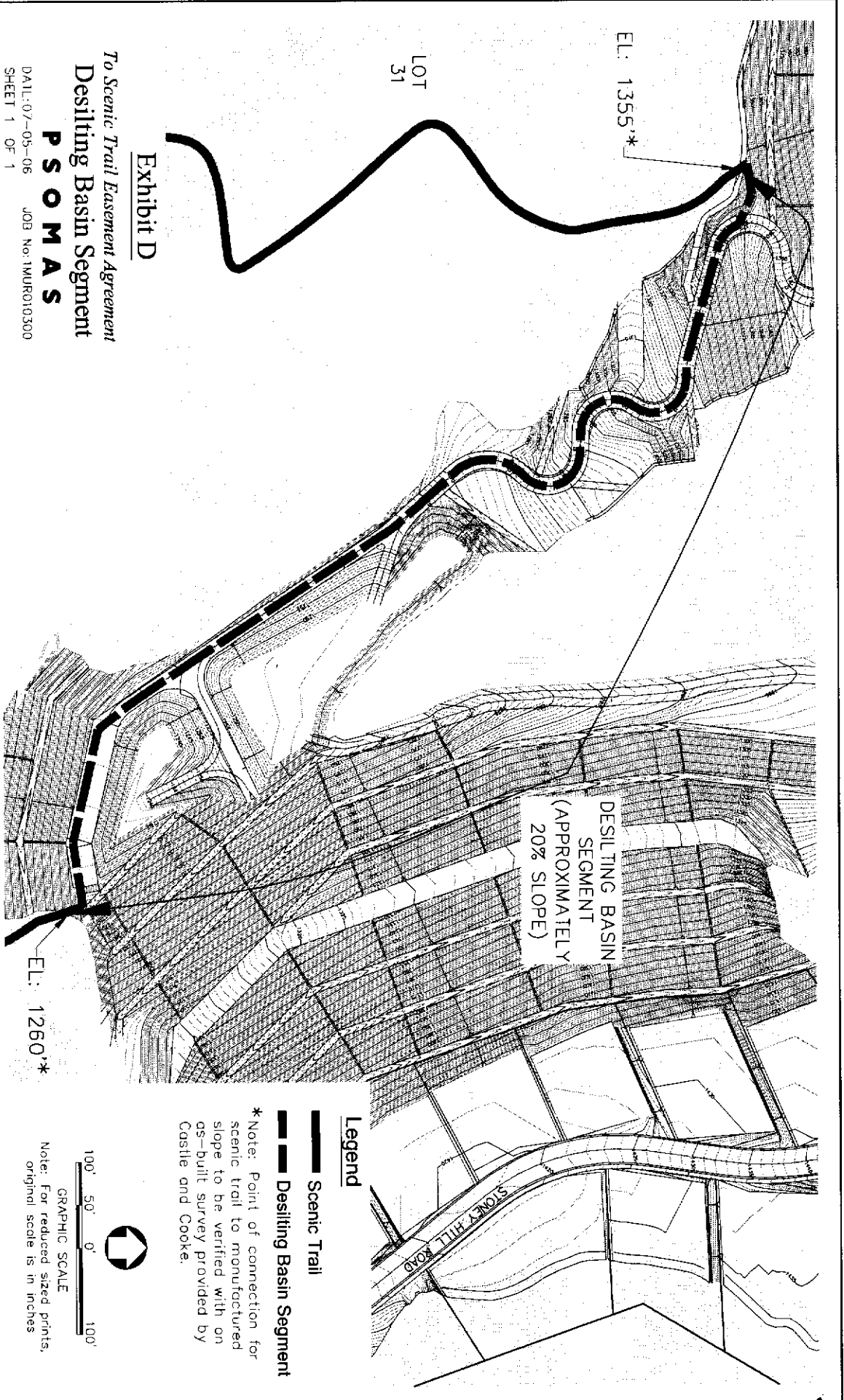


Exhibit D

To Scenic Trail Easement Agreement
 Desilting Basin Segment
P S O M A S
 DATE: 07-05-06 JOB No: 1WUR010300
 SHEET 1 OF 1

DESILTING BASIN
 SEGMENT
 (APPROXIMATELY
 20% SLOPE)

LOT
 31

EL: 1355*

EL: 1260*

STONE HILL ROAD

Legend

- Scenic Trail
- - - Desilting Basin Segment

* Note: Point of connection for scenic trail to manufactured slope to be verified with on as-built survey provided by Castle and Cooke.



100' 50' 0' 100'

GRAPHIC SCALE
 Note: For reduced sized prints, original scale is in inches

2925822 90

2

EXHIBIT B

Tract Map No. 53072
Recorded July 2, 2019
(Pages 1-17)

SCALE: 1" = 250'
1" = 80'
1" = 60'
1" = 40'

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 8, 7, 10, 11 AND 12, IN REGION 38, DIVISION 1, OF OFFICIAL MAPS OF LOS ANGELES COUNTY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 76 THROUGH 82, INCLUSIVE, OF OFFICIAL MAPS, RECORDS OF LOS ANGELES COUNTY.

FILED
AT REQUEST OF OWNER
94 PM
PAST
1413
IN BOOK
27-43
OF MAPS
LOS ANGELES COUNTY, CA
Register/Recorder/County Clerk
by *[Signature]*
Deputy
FEE \$ 56.00

DA. FEE Code 20 \$ 5.00

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE EASEMENTS TO THE CITY OF LOS ANGELES FOR PURPOSES OF STREETS, HIGHWAYS, AND OTHER PUBLIC RIGHT-OF-WAYS, SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

AND WE HEREBY GRANT AND DEDICATE TO THE CITY OF LOS ANGELES EASEMENTS FOR SANITARY SEWER AND EMERGENCY ACCESS PURPOSES OVER THE STRIPS OF LAND SO DESIGNATED ON SAID MAP.

AND WE HEREBY DEDICATE EASEMENTS TO THE CITY OF LOS ANGELES FOR STREET PURPOSES, THOSE CERTAIN STRIPS OF LAND DESIGNATED AS FUTURE STREET ON SAID MAP WITHIN SAID SUBDIVISION, RESERVING TO OURSELVES FOR THE USE OF OURSELVES AND SUCCESSIVE OWNERS OF SAID STRIPS OF LAND, ANY AND ALL ORDINARY USES OF SAID LAND EXCEPT FOR ACCESS PURPOSES, INCLUDING THE LAYING OF PIPE, CONDUIT OR OTHER UNDERGROUND FACILITIES, OR THE ERECTION OR CONSTRUCTION OF BUILDINGS THEREON, UNTIL SUCH TIME AS THE LEGISLATIVE BODY SHALL ACCEPT THE SAME FOR STREET PURPOSES.

MONTEVERDI, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY *[Signature]*
Justin Toplow
CORPORATE OFFICER (BERGRUEN PROPERTIES INC., A DELAWARE CORPORATION, MANAGER OF MONTEVERDI, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY)

C&C MOUNTAINGATE, INC., A CALIFORNIA CORPORATION, OWNER

BY *[Signature]*
Gary Wong
CORPORATE OFFICER (C&C MOUNTAINGATE, INC.)

BY *[Signature]*
Ryan Cores
CORPORATE OFFICER (C&C MOUNTAINGATE, INC.)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON 5-16-2019, BEFORE ME, C. NAVARRO
NOTARY PUBLIC, PERSONALLY APPEARED JUSTIN LEE TOPLOW
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE *[Signature]*
NAME OF NOTARY CESAR NAVARRO
COUNTY IN WHICH COMMISSIONED LOS ANGELES
COMMISSION NUMBER 2243076
DATE COMMISSION EXPIRES 06/13/2022

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON May 15, 2019, BEFORE ME Annmaria Silvestro Nday Public
NOTARY PUBLIC, PERSONALLY APPEARED Ryan Cores and Gary Wong
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE *[Signature]*
NAME OF NOTARY Annmaria Silvestro
COUNTY IN WHICH COMMISSIONED Los Angeles County
COMMISSION NUMBER 223524
DATE COMMISSION EXPIRES May 10, 2023

NOTIFICATION OF STREET LIGHTING MAINTENANCE ASSESSMENTS
NOTICE IS HEREBY GIVEN that assessments may be levied for the costs of maintenance and energy for any street lighting facilities installed with this subdivision. The initial billing may be for a period of up to three years with subsequent bills annually. For further information, call the Bureau of Street Lighting at (213) 847-1500.

CERTIFICATE OF SPECIAL ASSESSMENT
I HEREBY CERTIFY that according to the records of the City Engineer of the City of Los Angeles none of the lines of lots or parcels of the subdivision shown on this subdivision map will divide any land subject to any special assessment which may be paid in full.
DATE June 26, 2019
City Engineer *[Signature]*

CERTIFICATE OF COMPLIANCE
I HEREBY CERTIFY that I have examined this map and that the subdivision as shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of Division 2 of Title 7 of the Government Code, State of California, and of all local ordinances applicable and in effect at the time of the approval of the tentative map have been complied with.
DATE JUNE 26, 2019
City Engineer *[Signature]*
I HEREBY CERTIFY that I am satisfied that this map is technically correct.
DATE JUNE 26, 2019
Engineer of Surveys *[Signature]*



CERTIFICATE OF TITLE
I HEREBY CERTIFY that there is on file in the office of the City Engineer of the City of Los Angeles, County of Los Angeles, State of California, a Certificate made by the CHICAGO TITLE COMPANY
No. 00095333-997-855-MM7
Dated May 28, 2019 certifying that it appears from the records of said City and County that MONTEVERDI, LLC AND C&C MOUNTAINGATE, INC. are the only persons whose consent is required for the recording of this map by law.
DATE June 26, 2019
City Engineer *[Signature]*

CERTIFICATE OF ACCEPTANCE
I HEREBY CERTIFY that the City Council of the City of Los Angeles approved this map and accepted on behalf of the public all offers of dedication shown hereon unless otherwise rejected, except those marked "Future Street", "Future Alley", or "Future Easement" provided that nothing herein contained shall be construed as an acceptance of any improvements made in or upon any street, alley or easement shown on this map.
DATE 6-27-19
CITY CLERK
By *[Signature]* Deputy

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MONTEVERDI, LLC, ON JANUARY 29, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA THAT THIS MAP CONSISTING OF 17 SHEETS CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REASILY REFERENCED THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING ADVISED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP; AND THAT REQUIRED THE LOTS TO CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME LIMITATIONS STATED ABOVE.

[Signature] 5/15/2019
ROBERT S. ROGERS, P.L.S. 8348 DATE



BASIS OF BEARINGS

THE BEARING N 23° 14' 11" W OF THE CENTERLINE OF STONEY HILL ROAD AS SHOWN AS N 23° 35' 20" W ON THE MAP OF TRACT NO. 35197 AS RECORDED IN BOOK 909 PAGES 46 THROUGH 52, INCLUSIVE, OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

SIGNATURE OMISSIONS

SEE SHEET 2 OF 17.

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY *[Signature]* DATE 7-1-19
DEPUTY



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 378,125.00 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 53072 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY *[Signature]* DATE 7-1-19
DEPUTY



A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON _____, BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED _____
COMMISSION NUMBER _____
DATE COMMISSION EXPIRES _____

TRACT NO. 53072

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

SIGNATURE OMISSIONS:

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR INGRESS AND EGRESS AND ROADWAY, PER DOCUMENT RECORDED MAY 20, 1955, AS INSTRUMENT NUMBER 1438 IN BOOK 47834, PAGE 418, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL. SAID EASEMENT IS INDETERMINATE IN NATURE.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR GRADING, CUT OF FILL AND TO PROVIDE DRAINAGE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JUNE 17, 1955, AS INSTRUMENT NUMBER 714 IN BOOK 48092, PAGE 197, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR ROADS, CUTS AND FILL AND TO PROVIDE DRAINAGE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED MARCH 9, 1956, AS INSTRUMENT NUMBER 1401 IN BOOK 50551 PAGE 122, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE STATE OF CALIFORNIA, OWNERS OF AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED OCTOBER 19, 1971, AS INSTRUMENT NUMBER 2189 IN BOOK D5226 PAGE 307, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR A RIGHT OF WAY FOR ACCESS PURPOSES PER DOCUMENT RECORDED APRIL 5, 1977 AS INSTRUMENT NUMBER 77-343074, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR SANITARY SEWER, STORM DRAIN, STREET LIGHTING AND HYDRANT PURPOSES AS DEDICATED ON TRACT NO. 35197 AS PER MAP RECORDED IN BOOK 909 PAGES 46 THROUGH 52 INCLUSIVE OF MAPS, ~~RECORDS~~ OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL. ~~A PORTION OF AN EASEMENT 10 FEET IN WIDTH OBTAINED BY INSTRUMENT RECORDED DECEMBER 8, 1981 AS INSTRUMENT NUMBER 81-1206064~~

THE SIGNATURES OF MOUNTAINGATE LIMITED PARTNERSHIP, OWNERS OF AN EASEMENT FOR USE AND ENJOYMENT, ACCESS, DRAINAGE AND LANDSCAPING PURPOSES PER DOCUMENT RECORDED MARCH 27, 1981 AS INSTRUMENT NUMBER 81-313319, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR INGRESS AND EGRESS, WATERLINE AND APPURTENANT STRUCTURES, AND SLOPE PURPOSES PER DOCUMENT RECORDED SEPTEMBER 24, 1981, AS INSTRUMENT NUMBER 81-950359, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF MOUNTAINGATE LIMITED PARTNERSHIP, OWNERS OF AN EASEMENT FOR USE AND ENJOYMENT, ACCESS, DRAINAGE AND LANDSCAPING PURPOSES PER DOCUMENT RECORDED FEBRUARY 4, 1982 AS INSTRUMENT NUMBER 82-130616, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR A LINE OR LINES OF PIPE AND AN ENERGY DISSIPATER, TOGETHER WITH APPURTENANT STRUCTURES AND EQUIPMENT, FOR DRAINAGE PER DOCUMENT RECORDED APRIL 22, 1982, AS INSTRUMENT NUMBER 82-416619, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR UNDERGROUND CONDUITS, CONDUCTORS, WIRES, VAULTS, MANHOLES AND APPURTENANT STRUCTURES AND EQUIPMENT PER DOCUMENTS RECORDED AUGUST 19, 1985, AS INSTRUMENT NUMBER 85-957263 AND JULY 26, 1985, AS INSTRUMENT NO. 85-864150, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR STORM DRAINS AND CULVERTS AS DISCLOSED BY DOCUMENT RECORDED IN BOOK 10792 PAGE 201, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE STATE OF CALIFORNIA, OWNERS OF AN EASEMENT FOR HIGHWAY SLOPE AND DRAINAGE PURPOSES PER DOCUMENT RECORDED FEBRUARY 16, 1954, AS INSTRUMENT NUMBER 4182 IN BOOK 43840 PAGE 279, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, OWNERS OF AN EASEMENT FOR SLOPE AND DRAINAGE PER DOCUMENT RECORDED OCTOBER 30, 1969, AS INSTRUMENT NUMBER 3572, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR LINE OR LINES OF PIPE, VAULTS, AND MANHOLES, TOGETHER WITH APPURTENANT STRUCTURES AND EQUIPMENT, FOR THE PURPOSE OF CONVEYING AND DISTRIBUTING WATER AS DISCLOSED BY DOCUMENT RECORDED SEPTEMBER 15, 1972, AS INSTRUMENT NUMBER 4649, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR LINE OR LINES OF PIPE, VAULTS, AND MANHOLES, TOGETHER WITH APPURTENANT STRUCTURES AND EQUIPMENT, FOR THE PURPOSE OF CONVEYING AND DISTRIBUTING WATER AS DISCLOSED BY DOCUMENT RECORDED JANUARY 29, 1973, AS INSTRUMENT NUMBER 1738, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE SOUTHERN CALIFORNIA GAS COMPANY, OWNERS OF AN EASEMENT FOR GAS PIPE LINE PER DOCUMENT RECORDED JANUARY 3, 1975, AS INSTRUMENT NUMBER 2181, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY AND THE COUNTY OF LOS ANGELES, HOLDER OF A LESSEE'S INTEREST PER DOCUMENT RECORDED SEPTEMBER 29, 1978, AS INSTRUMENT NUMBER 78-1088301, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE.

THE SIGNATURES OF THE LOS ANGELES SMSA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, HOLDER OF A LESSEE'S INTEREST AND OWNERS OF AN EASEMENT FOR INGRESS AND EGRESS AND TO INSTALL AND MAINTAIN UTILITY WIRES, CABLES, CONDUITS AND PIPES PER DOCUMENT RECORDED SEPTEMBER 28, 1989, AS INSTRUMENT NUMBER 89-1561467, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE(S) OF GETTY SYNTHETIC FUELS, INC., OWNERS OF A LEASE OF RIGHTS TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, PER DEED RECORDED APRIL 20, 1981, AS INSTRUMENT NUMBER 81-390656, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(C) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, INASMUCH AS SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURES OF THE CITY OF LOS ANGELES, OWNERS OF AN EASEMENT FOR SANITARY SEWER AND STORM DRAIN PURPOSES AS DEDICATED PER DOCUMENT RECORDED FEBRUARY 18, 1975, AS TRACT NO. 32500, IN BOOK 867, PAGES 89-94 INCLUSIVE, OF OFFICIAL MAPS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

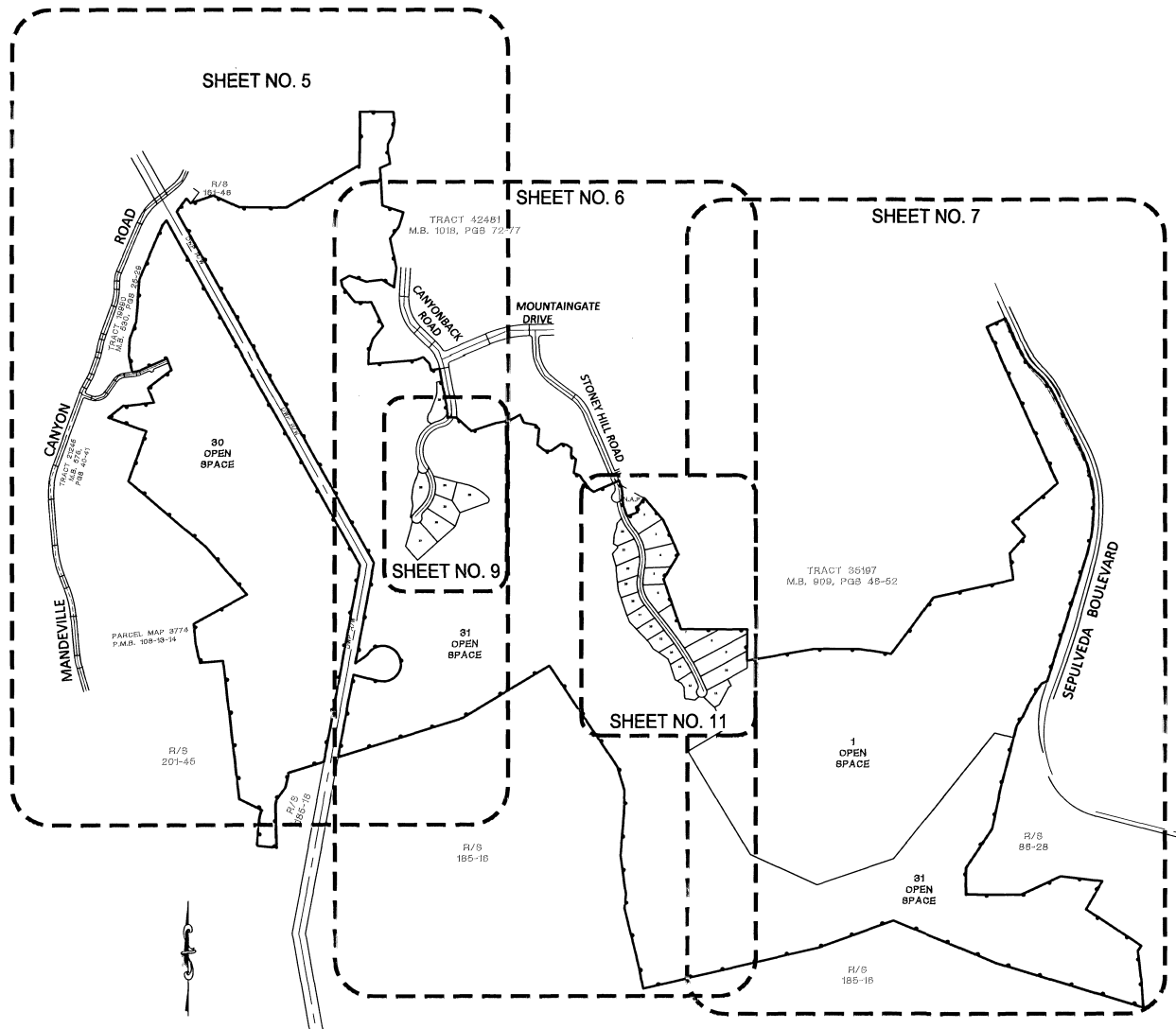
THE SIGNATURES OF THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, OWNERS OF AN EASEMENT FOR CONSTRUCTION, MAINTENANCE AND USE OF 10 FOOT WIDE, PUBLIC RECREATIONAL TRAIL PURPOSES PER DOCUMENTS RECORDED OCTOBER 13, 2006, AS INSTRUMENT NUMBERS 06-2284767, 06-2284768 AND 06-2284769 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

MONUMENT LEGEND:

- ① SET 2" IP WITH CEMENT PLUG, TACK AND TAG STAMPED LS 8348
 - ② SET SPIKE AND WASHER STAMPED LS 8348
 - ③ SET LEAD, TACK AND TAG STAMPED LS 8348
 - ④ 2" IP WITH CEMENT PLUG TACK AND TAG STAMPED LS 8348, TO BE SET.
- NOTE: UNLESS OTHERWISE NOTED HEREIN ALL EXTERIOR TRACT BOUNDARY ANGLE POINTS ARE SET 2" IP WITH CEMENT PLUG, TACK AND TAG STAMPED LS 8348
- (M) FD. 2" IP, TAG ILLEGIBLE, ACCEPTED AS ANGLE POINTS IN WESTERLY BOUNDARY OF TRACT NO. 33816, M.B. 901 PGS 5-9.
 - (M6) NOTHING FOUND. ESTAB. BY INTERSECTION. ACCEPTED AS ANGLE POINT IN WESTERLY BOUNDARY OF TRACT NO. 33816, M.B. 901 PGS 5-9. SET 2" I.P., CEMENT PLUG AND TACK, TAGGED LS 8348, 2" UP.
 - (M8) FD. ANGLE IRON TAGGED RE 4394 PER R/S BK 185 PG 16. ACCEPTED AS POINT ON NORTHERLY LINE OF O.R. 24590 PG 135. POINT 'A'.
 - (M7) FD. ANGLE IRON TAGGED RE 4394 PER R/S BK 185 PG 16 AND R/S BK 64 PG 7.
 - (M9) NOTHING FOUND. ESTAB. BY RECORD BEARINGS AND DISTANCES FROM MANDEVILLE CANYON ROAD PER PARCEL MAP NO. 3774, PMB 108 PGS 13-14. SET 2" I.P., CEMENT PLUG AND TACK, TAGGED LS 8348, 2" UP.
 - (M10) FD. SCRIBED 'X' IN CONC. IN LIEU OF 2" I.P. PER TRACT NO. 19990, M.B. 530 PGS 25-29. ACCEPTED AS ANGLE POINT IN EASTERLY BOUNDARY OF SAID TRACT. SET L&TAG LS 8348.
 - (M11) FD. 2" I.P., TAG ILLEGIBLE, ACCEPTED AS 2" I.P. IN EASTERLY BOUNDARY TRACT NO. 19990, M.B. 530 PGS 25-29.
 - (M12) FD. 2" I.P. PER DEPT. OF WATER & POWER FB 1181 PG 14. ACCEPTED AS CENTERLINE OF 100' WIDE DWF RIGHT-OF-WAY.
 - (M13) FD. 2" I.P. PER DEPT. OF WATER & POWER FB 1181 PG 15. ACCEPTED AS CENTERLINE OF 100' WIDE DWF RIGHT-OF-WAY.
 - (M14) FD. ANGLE IRON TAGGED RE 4394 PER R/S BK 185 PG 16. ACCEPTED AS ANGLE POINTS IN THE EASTERLY BOUNDARY OF SAID R/S.
 - (M15) FD. 2" I.P., TAG ILLEGIBLE, ACCEPTED AS ANGLE POINTS IN SOUTHWESTERLY BOUNDARY TRACT NO. 35197, M.B. 909 PGS 46-52.
 - (M16) NOTHING FOUND. ESTAB. FROM RECORD PER CALTRANS R/W MAP NO. F1934-4 (07-LA-405-PM 34.3). POINT HELD FOR POINT OF CONNECTION. ESTABLISHMENT OF LINES AS DESCRIBED IN O.R. 24590 PG 135.
 - (M17) FD 1.5" IP 1.0' UP, TAGGED RCE 8781 (NO REF); ACCEPTED AS IS.
 - (M18) FD 2"IP WITH TAG LS 3483 ACCEPTED AS ANGLE POINT OF THE BOUNDARY OF LAND AS SHOWN ON R/S BK 86 PG 28.
 - (M19) FD LEAD AND TACK WITH TAG LS 3483 ACCEPTED AS ANGLE POINTS IN THE BOUNDARY OF LAND AS SHOWN ON R/S BK 86 PG 28.
 - (M20) FD. 2" I.P. WITH TAG LS 2278, 0.2' UP.



TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

DEDICATED BY THIS MAP:

- (A) A 44 FT. WIDE AND VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
- (B) A 20.00 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
- (C) A 20.00 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
- (D) A 30.00 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
- (S) A VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES.

EXISTING EASEMENTS:

- 2 A GRADING, CUT, FILL AND DRAINAGE EASEMENT OF THE CITY OF LOS ANGELES BY DEED RECORDED JUNE 17, 1955 AS INSTRUMENT NO. 714 IN BOOK 48092 PAGE 197, O.R.
- 3 A ROADS, CUT, FILL AND DRAINAGE EASEMENT OF THE CITY OF LOS ANGELES BY DEED RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401 IN BOOK 50551 PAGE 122, O.R.
- 5 DRAINAGE EASEMENT OF THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 19, 1971 AS INSTRUMENT NO. 2189 IN BOOK D5226 PAGE 307, O.R.
- 7 FOR RIGHT OF WAY ACCESS PURPOSES EASEMENT OF THE CITY OF LOS ANGELES ON (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT) ON APRIL 5, 1977 AS INSTRUMENT NO. 77-343074, O.R.
- 10 SANITARY SEWER AND STORM DRAIN EASEMENT OF THE CITY OF LOS ANGELES ON DECEMBER 8, 1981 AS INSTRUMENT NO. 81-1206964, O.R.
- 13 AN INGRESS AND EGRESS, WATERLINE AND SLOPE EASEMENT OF THE CITY OF LOS ANGELES BY DEED RECORDED SEPTEMBER 24, 1981 AS INSTRUMENT NO. 81-950359, O.R.
- 16 A RIGHT-OF-WAY TO CONSTRUCT, MAINTAIN AND OPERATE A LINE OR LINES OF PIPE AND AN ENERGY DISSIPATOR, TOGETHER WITH APPURTENANT STRUCTURES AND EQUIPMENT FOR DRAINAGE PURPOSES EASMENT OF THE CITY OF LOS ANGELES BY DEED APRIL 22, 1982 AS INSTRUMENT NO. 82-416619, O.R.
- 18 UNDERGROUND CONDUITS, CONDUCTORS, WIRES, VAULTS, MANHOLES AND APPURTENANT STRUCTURES AND EQUIPMENT EASEMENT OF THE CITY OF LOS ANGELES BY DEED AUGUST 19, 1985 AS INSTRUMENT NO. 85-957263, O.R.
- 21 CONSTRUCTION, MAINTENANCE, REPAIR AND USE OF AN UNOBSTRUCTED, 10' WIDE PUBLIC RECREATIONAL TRAIL EASEMENT FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY ON OCTOBER 13, 2006 AS INSTRUMENT NO. 06-2284767, O.R.
- 23 CONSTRUCTION, MAINTENANCE, REPAIR AND USE OF AN UNOBSTRUCTED, 10' WIDE PUBLIC RECREATIONAL TRAIL EASEMENT FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY ON OCTOBER 13, 2006 AS INSTRUMENT NO. 06-2284769, O.R.
- FPR INGRESS EGRESS AND ROADWAY PURPOSES EASEMENT OF THE CITY OF LOS ANGELES BY DEED RECORDED MAY 20, 1955 AS BOOK 47834, PAGE 418, O.R. (LOCATION OF "FIRE PATROL ROAD #24" DETERMINED BY ACTUAL LOCATION)

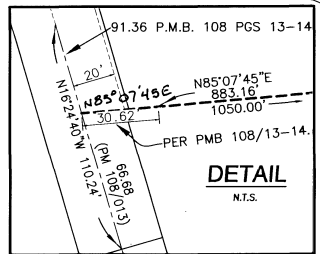
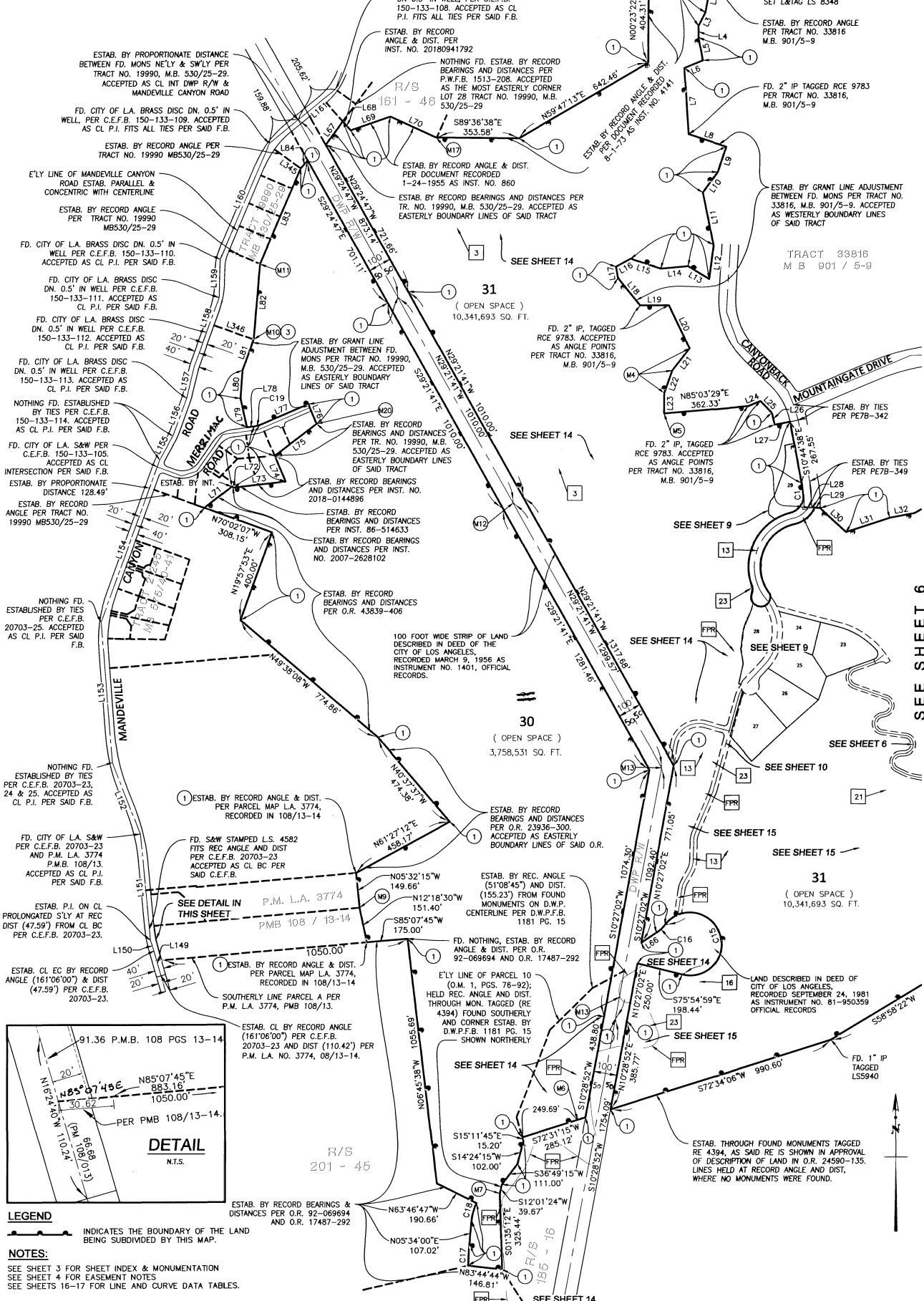
1413/31

SCALE: 1" = 250'

SHEET 5 OF 17 SHEETS

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA



LEGEND
 --- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

NOTES:
 SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
 SEE SHEET 4 FOR EASEMENT NOTES
 SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.

SEE SHEET 6

SEE SHEET 15

SEE SHEET 14

SEE SHEET 14

SEE SHEET 14

SEE SHEET 14

SEE SHEET 14

SEE SHEET 15

SEE SHEET 14

SEE SHEET 14

SEE SHEET 14

SEE SHEET 14

SEE SHEET 14

TRACT 33816
M B 901 / 5-9

TRACT 33816
M B 901 / 5-9

TRACT 33816
M B 901 / 5-9

TRACT 33816
M B 901 / 5-9

TRACT 33816
M B 901 / 5-9

TRACT 33816
M B 901 / 5-9

TRACT 33816
M B 901 / 5-9

FD. CITY OF L.A. BRASS DISC DN 0.5' IN WELL PER C.E.F.B. 150-133-108. ACCEPTED AS CL P.I. FITS ALL TIES PER SAID F.B.

ESTAB. BY RECORD ANGLE & DIST. PER INST. NO. 20180941792

NOTHING FD. ESTAB. BY RECORD BEARINGS AND DISTANCES PER P.M.F.B. 1513-208. ACCEPTED AS THE MOST EASTERLY CORNER LOT 28 TRACT NO. 19990, M.B. 530/25-29

ESTAB. BY RECORD ANGLE & DIST. PER DOCUMENT RECORDED 8-1-73 AS INST. NO. 1441

ESTAB. BY RECORD ANGLE & DIST. PER DOCUMENT RECORDED 1-24-1955 AS INST. NO. 860

ESTAB. BY RECORD BEARINGS AND DISTANCES PER TR. NO. 19990, M.B. 530/25-29. ACCEPTED AS EASTERLY BOUNDARY LINES OF SAID TRACT

ESTAB. BY GRANT LINE ADJUSTMENT BETWEEN FD. MONS PER TRACT NO. 19990, M.B. 530/25-29. ACCEPTED AS EASTERLY BOUNDARY LINES OF SAID TRACT

ESTAB. BY RECORD BEARINGS AND DISTANCES PER INST. NO. 2018-0144896

ESTAB. BY RECORD BEARINGS AND DISTANCES PER INST. 86-514633

ESTAB. BY RECORD BEARINGS AND DISTANCES PER INST. NO. 2007-2628102

ESTAB. BY RECORD BEARINGS AND DISTANCES PER O.R. 43839-406

ESTAB. BY RECORD BEARINGS AND DISTANCES PER INST. NO. 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY RECORD ANGLE & DIST. PER PARCEL MAP L.A. 3774, RECORDED IN 108/13-14

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

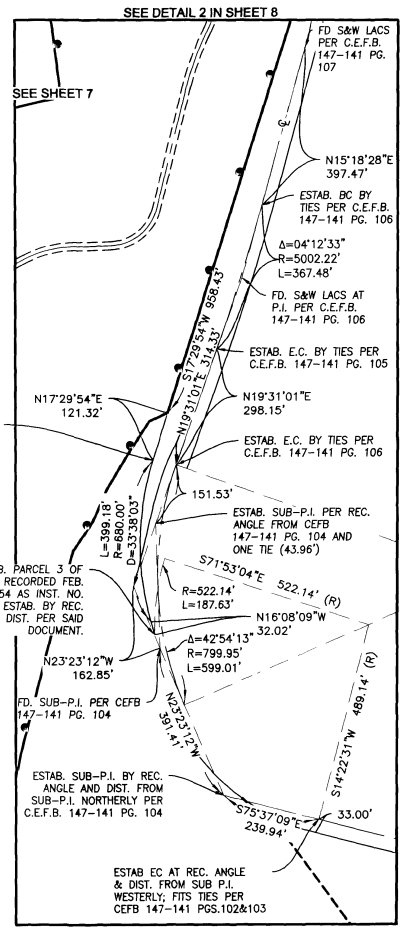
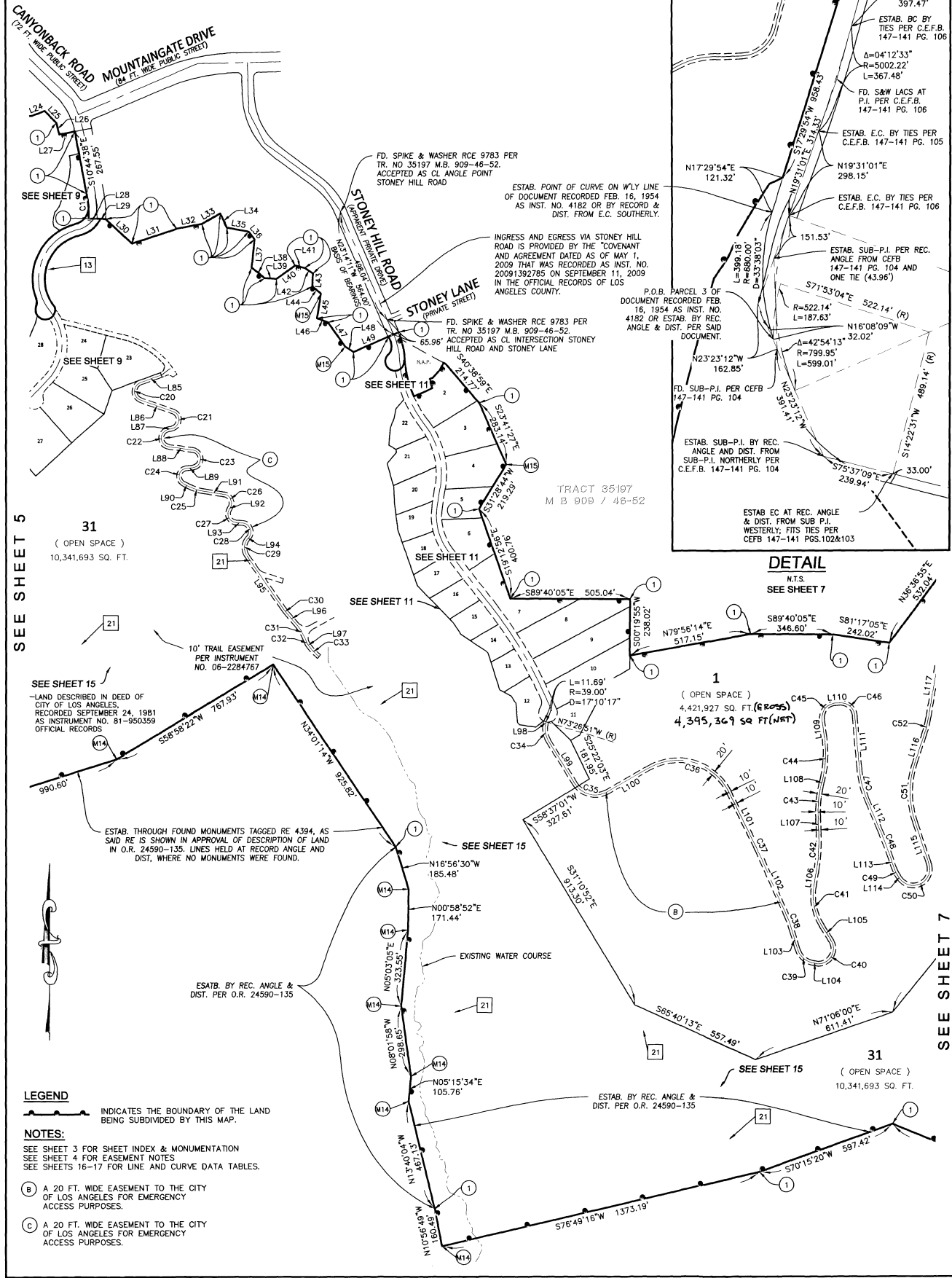
ESTAB. BY REC. ANGLE (51°08'45") AND DIST. (155.23') FROM FOUND MONUMENTS ON D.W.P.F.B. RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

1413/32
SCALE: 1" = 250'

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 6 OF 17 SHEETS



31
(OPEN SPACE)
10,341,693 SQ. FT.

1
(OPEN SPACE)
4,421,927 SQ. FT. (GROSS)
4,395,369 SQ. FT. (NET)

- LEGEND**
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- NOTES:**
- SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
 - SEE SHEET 4 FOR EASEMENT NOTES
 - SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.
- (B)** A 20 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
- (C)** A 20 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.

SEE SHEET 5

SEE SHEET 11

SEE SHEET 15

SEE SHEET 15

SEE SHEET 7

DETAIL
N.T.S.
SEE SHEET 7

ESTAB. POINT OF CURVE ON W'LY LINE OF DOCUMENT RECORDED FEB. 16, 1954 AS INST. NO. 4182 OR BY RECORD & DIST. FROM E.C. SOUTHERLY.

INGRESS AND EGRESS VIA STONEY HILL ROAD IS PROVIDED BY THE "COVENANT AND AGREEMENT DATED AS OF MAY 1, 2009 THAT WAS RECORDED AS INST. NO. 20091392785 ON SEPTEMBER 11, 2009 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY.

FD. SPIKE & WASHER RCE 9783 PER TR. NO. 35197 M.B. 909-46-52. ACCEPTED AS CL ANGLE POINT STONEY HILL ROAD

TRACT 35197
M B 909 / 48-52

ESTAB. THROUGH FOUND MONUMENTS TAGGED RE 4394. AS SAID RE IS SHOWN IN APPROVAL OF DESCRIPTION OF LAND IN O.R. 24590-135. LINES HELD AT RECORD ANGLE AND DIST. WHERE NO MONUMENTS WERE FOUND.

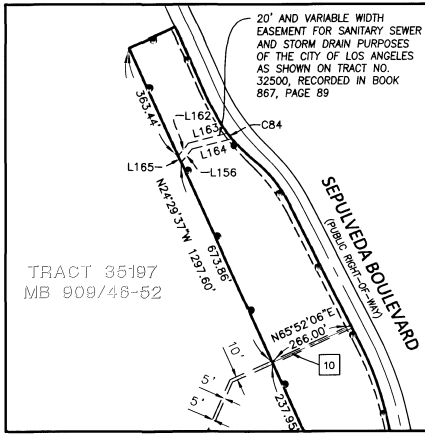
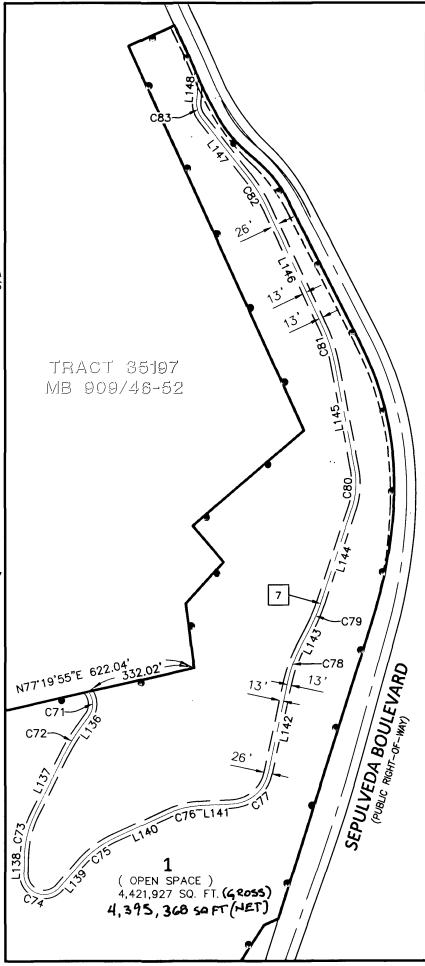
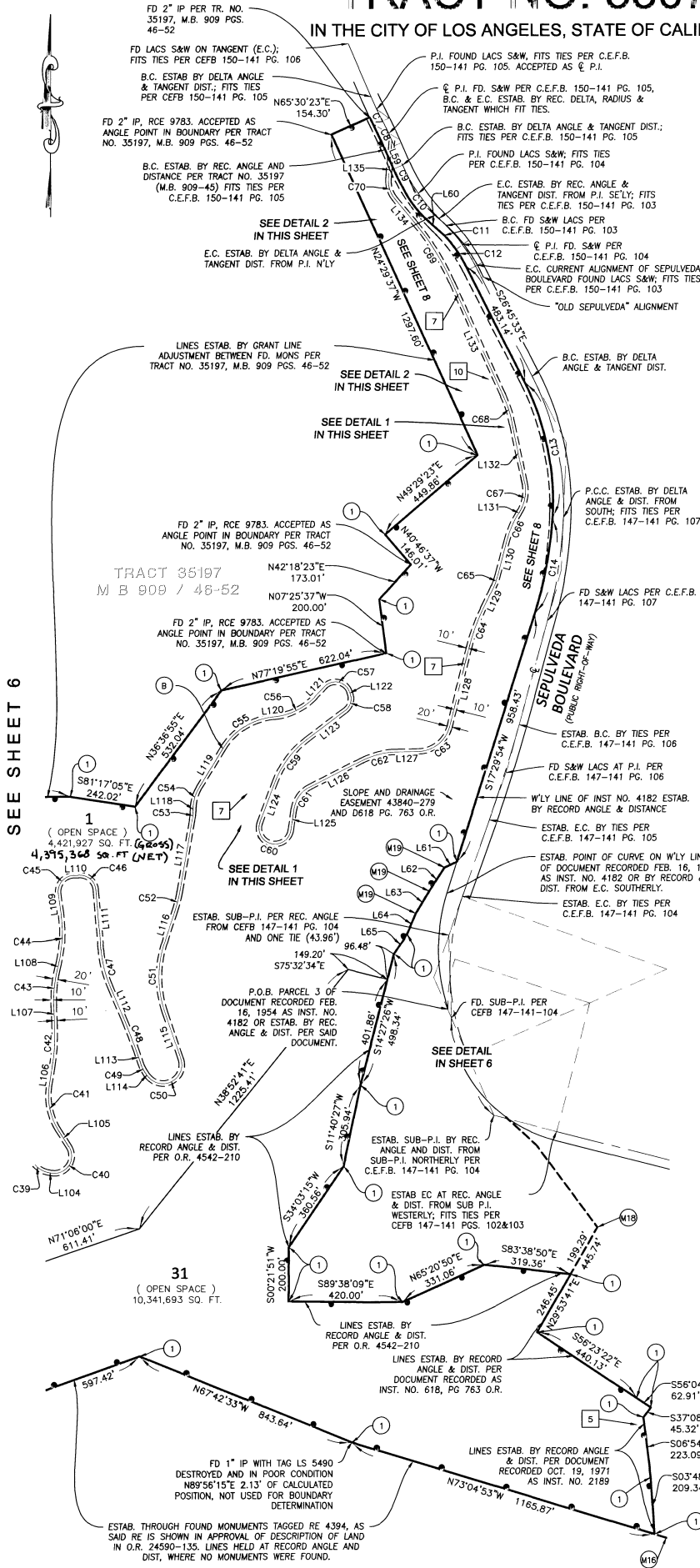
ESATB. BY REC. ANGLE & DIST. PER O.R. 24590-135

ESTAB. BY REC. ANGLE & DIST. PER O.R. 24590-135

31
(OPEN SPACE)
10,341,693 SQ. FT.

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA



LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

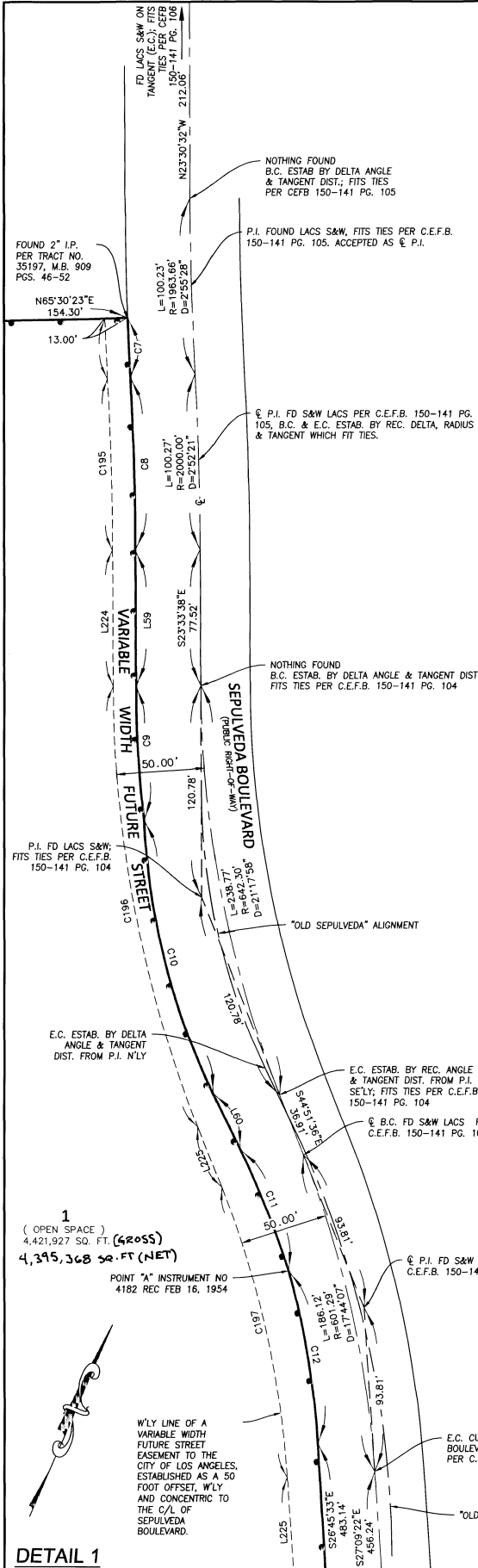
NOTES:

SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
SEE SHEET 4 FOR EASEMENT NOTES
SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.

(B) A 20 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES

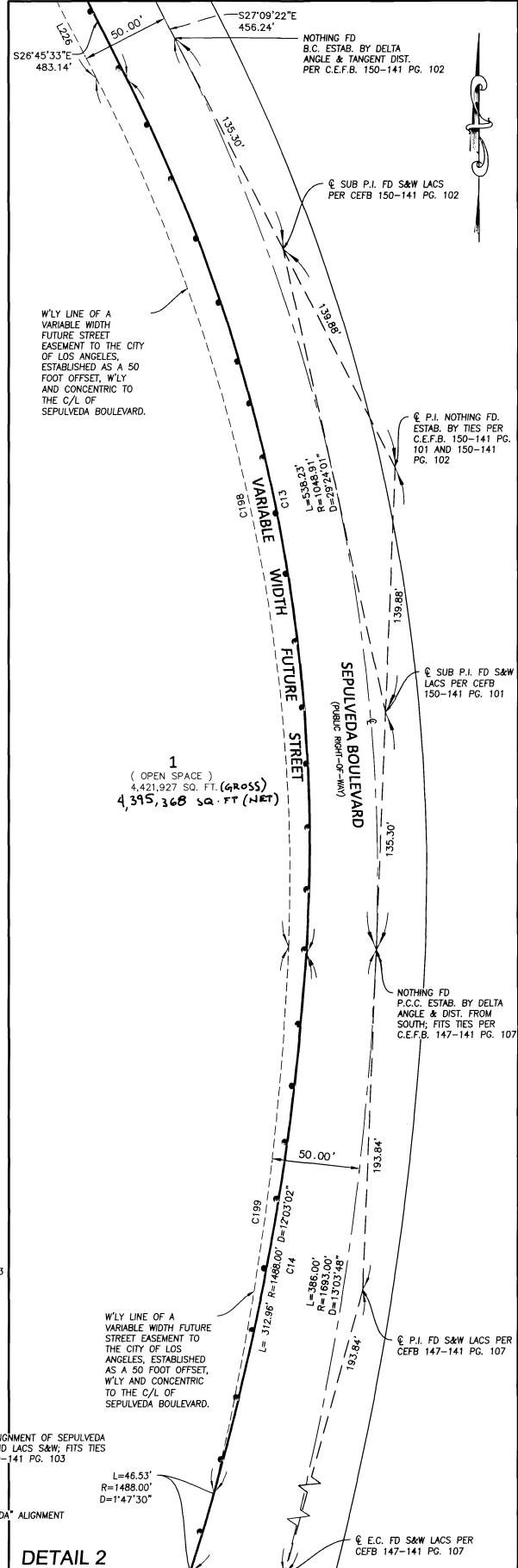
TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA



DETAIL 1

SEE DETAIL 2

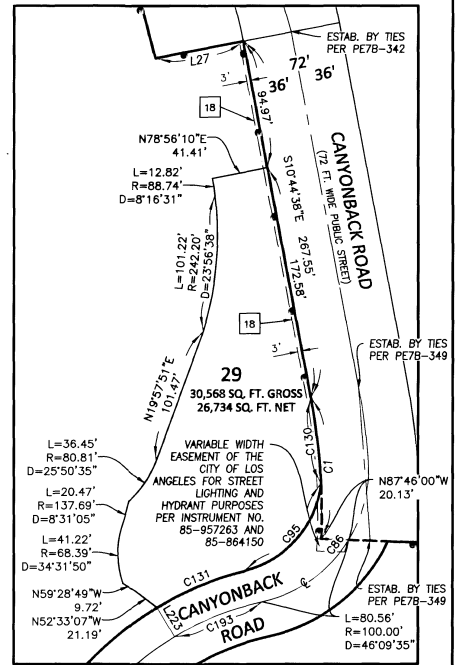
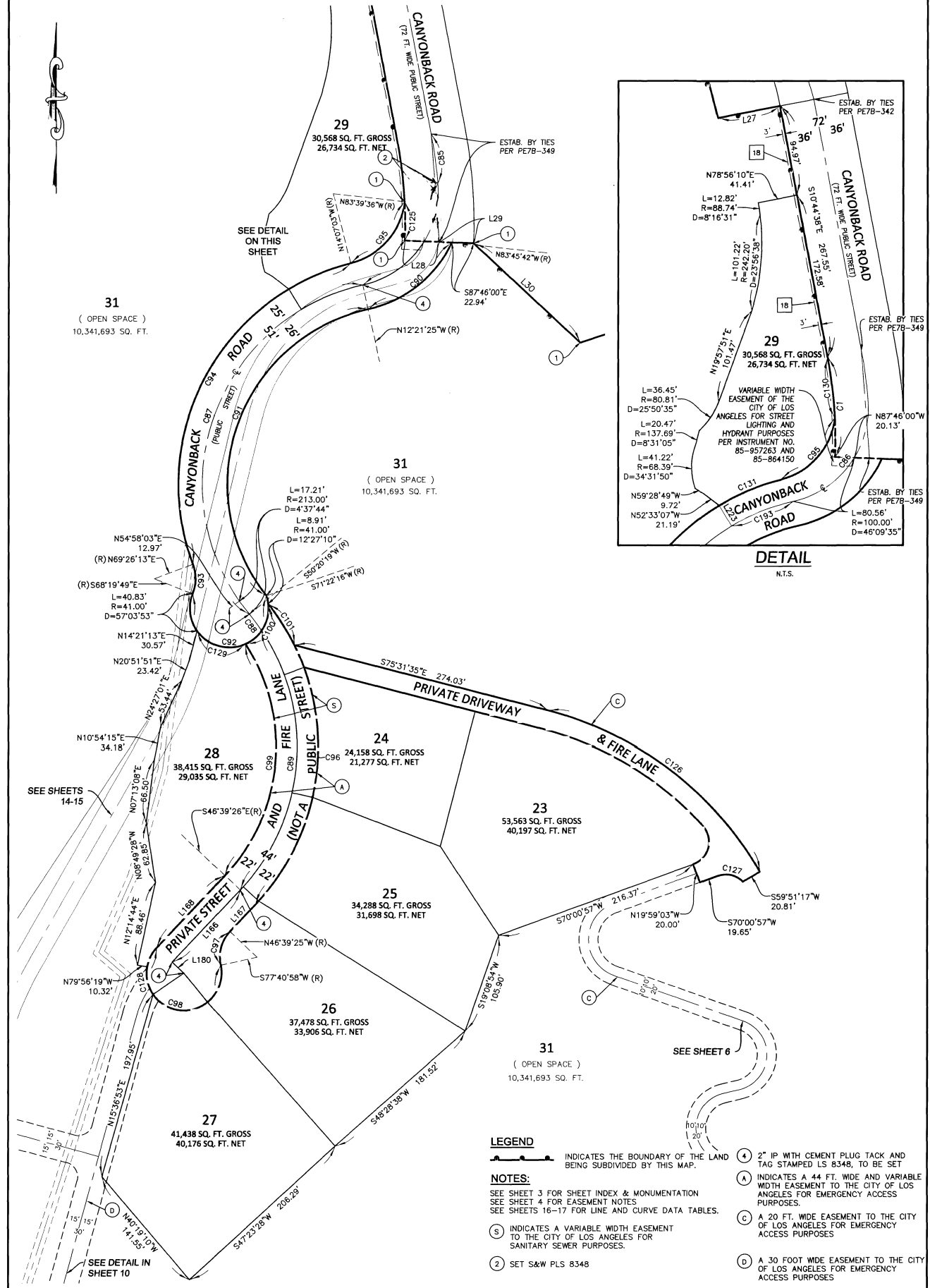


DETAIL 2

SEE DETAIL SHEET 6

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA



31
(OPEN SPACE)
10,341,693 SQ. FT.

31
(OPEN SPACE)
10,341,693 SQ. FT.

SEE SHEETS
14-15

SEE SHEET 6

SEE DETAIL IN
SHEET 10

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- 2" IP WITH CEMENT PLUG TACK AND TAG STAMPED LS 8348, TO BE SET
- INDICATES A 44 FT. WIDE AND VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
- A 20 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES
- INDICATES A VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES.
- SET S&W PLS 8348

NOTES:

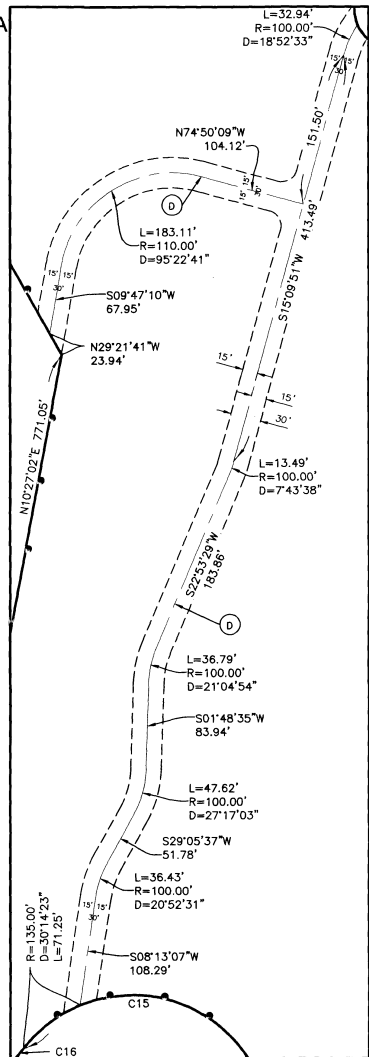
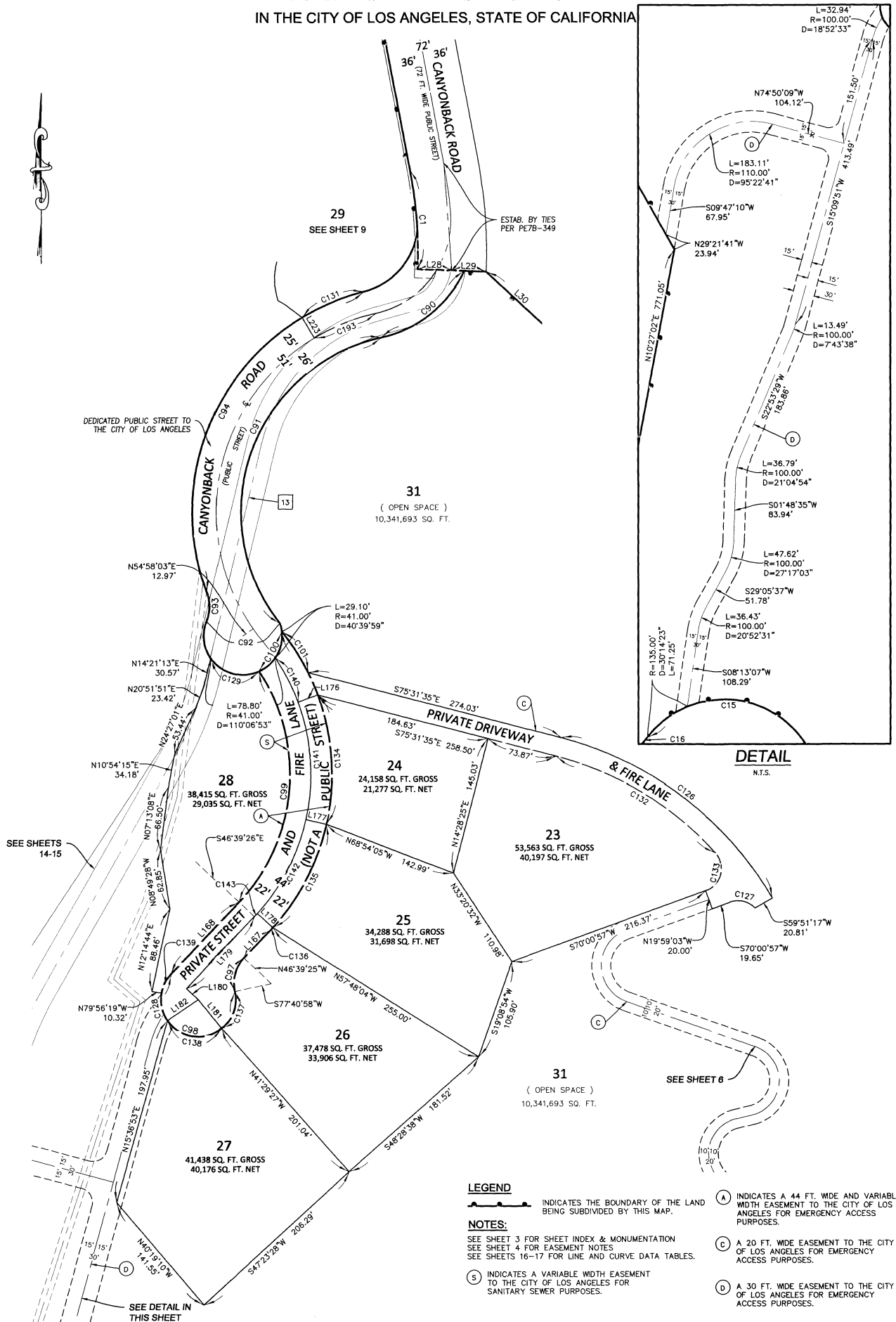
SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
SEE SHEET 4 FOR EASEMENT NOTES
SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.

SCALE: 1" = 60'

SHEET 10 OF 17 SHEETS

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA



DETAIL
N.T.S.

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
 - INDICATES A 44 FT. WIDE AND VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
 - INDICATES A 20 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
 - INDICATES A 20 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
 - INDICATES A 30 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
- NOTES:**
- SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
 - SEE SHEET 4 FOR EASEMENT NOTES
 - SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.

SEE SHEETS 14-15

SEE SHEET 8

SEE DETAIL IN THIS SHEET

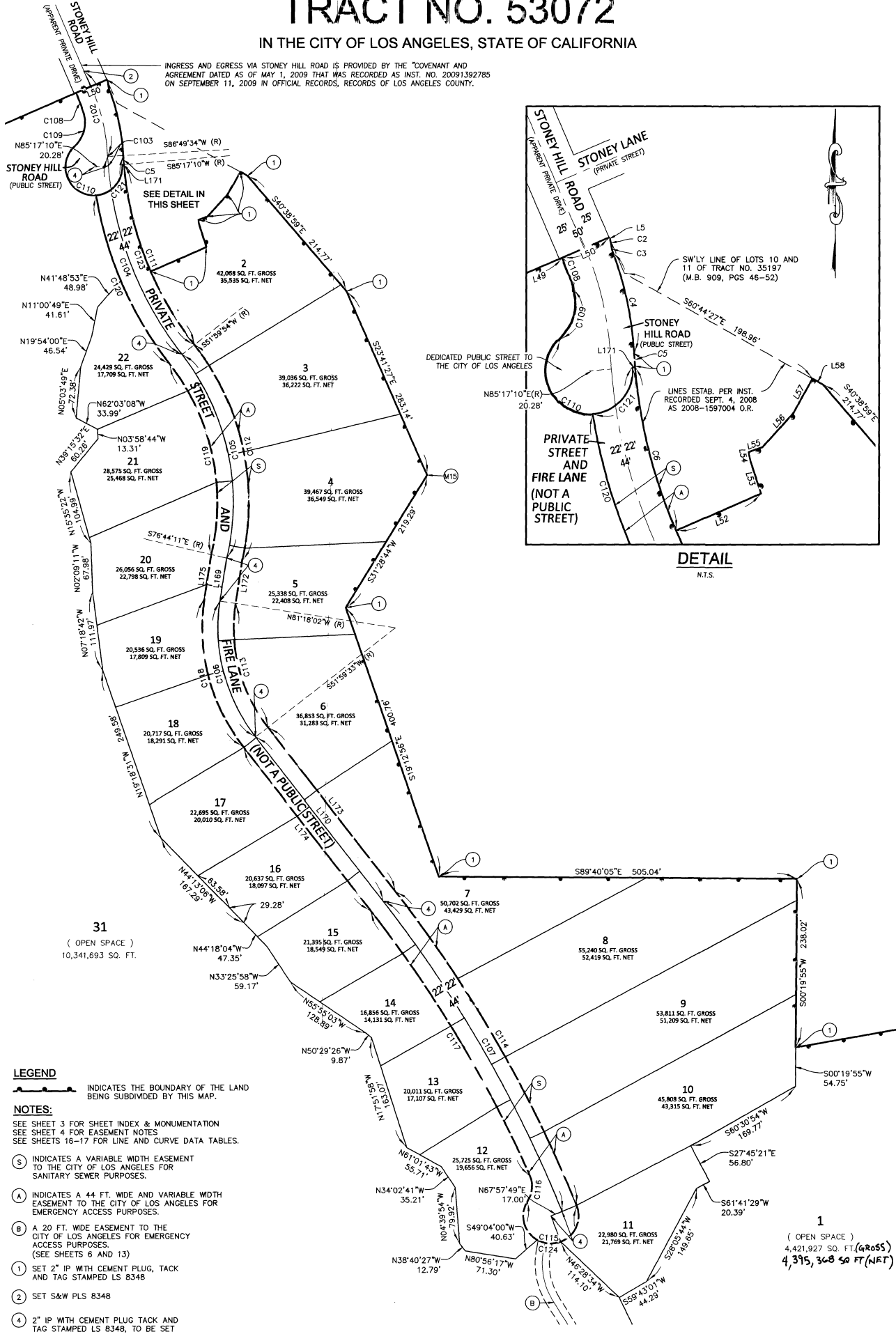
SCALE: 1" = 80'

SHEET 11 OF 17 SHEETS

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

INGRESS AND EGRESS VIA STONEY HILL ROAD IS PROVIDED BY THE COVENANT AND AGREEMENT DATED AS OF MAY 1, 2009 THAT WAS RECORDED AS INST. NO. 20091392785 ON SEPTEMBER 11, 2009 IN OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.



LEGEND

— INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

NOTES:

SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
SEE SHEET 4 FOR EASEMENT NOTES
SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.

(S) INDICATES A VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES.

(A) INDICATES A 44 FT. WIDE AND VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.

(B) A 20 FT. WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.
(SEE SHEETS 6 AND 13)

(1) SET 2" IP WITH CEMENT PLUG, TACK AND TAG STAMPED LS 8348

(2) SET S&W PLS 8348

(4) 2" IP WITH CEMENT PLUG TACK AND TAG STAMPED LS 8348, TO BE SET

1
(OPEN SPACE)
4,421,927 SQ. FT. (GROSS)
4,395,368 SQ. FT. (NET)

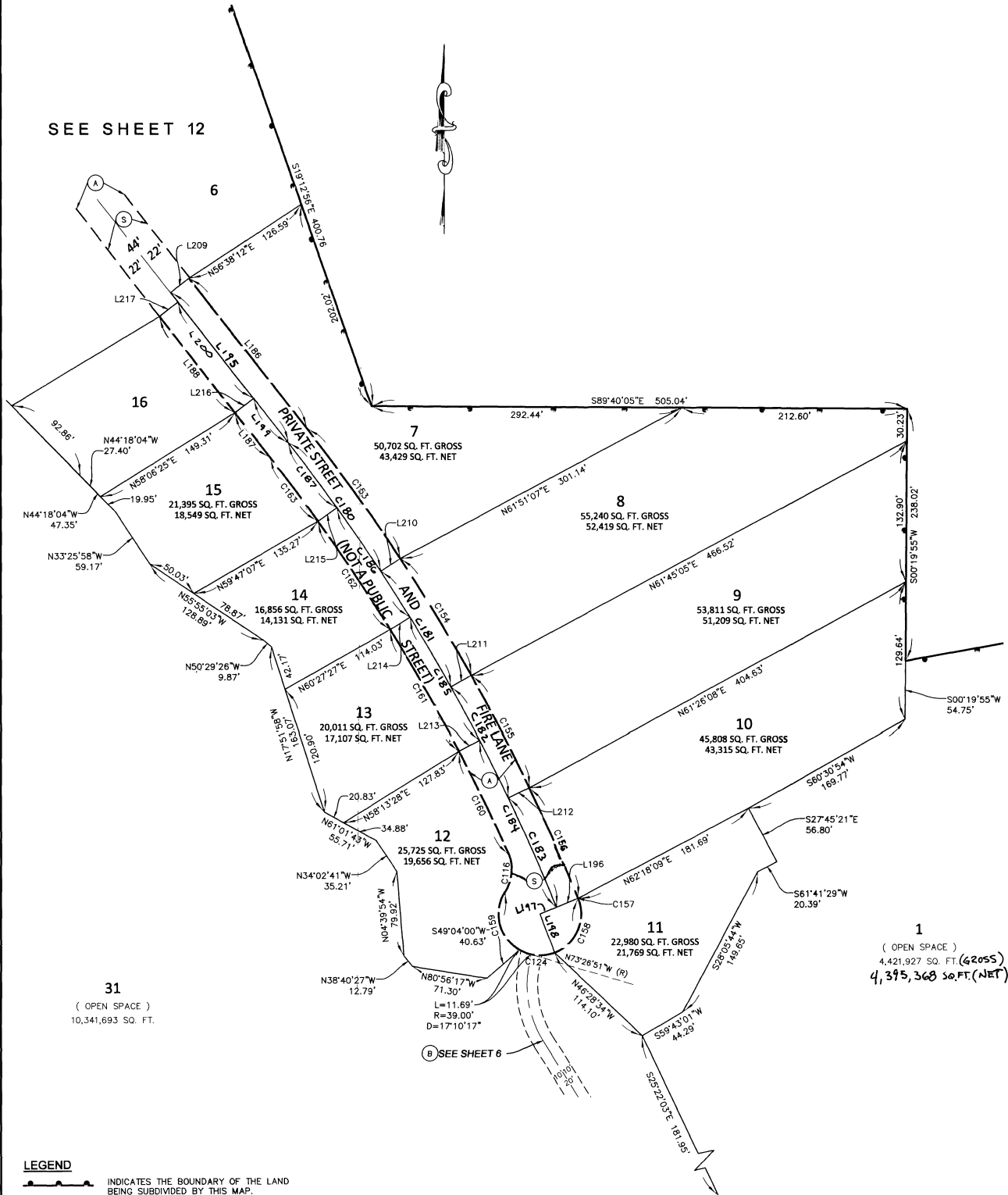
SCALE: 1" = 60'

SHEET 13 OF 17 SHEETS

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

SEE SHEET 12

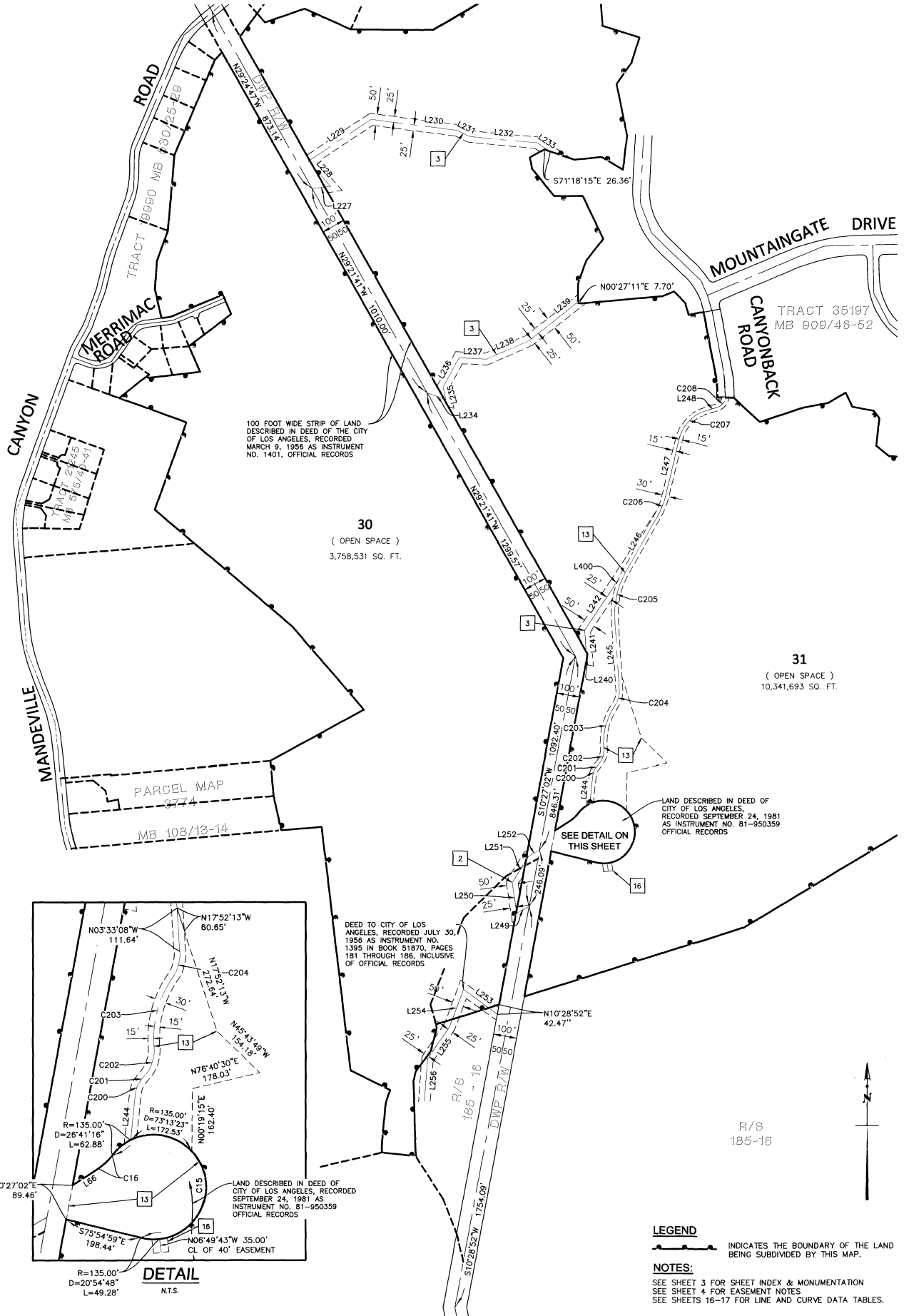


1
 (OPEN SPACE)
 4,421,927 SQ. FT. (GROSS)
 4,395,368 SQ. FT. (NET)

- LEGEND**
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- NOTES:**
- SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
 - SEE SHEET 4 FOR EASEMENT NOTES
 - SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.
 - (S) INDICATES A VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES.
 - (A) INDICATES A 44 FT. WIDE AND VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR EMERGENCY ACCESS PURPOSES.

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

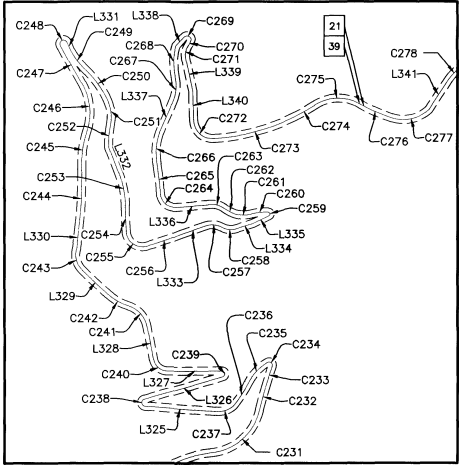
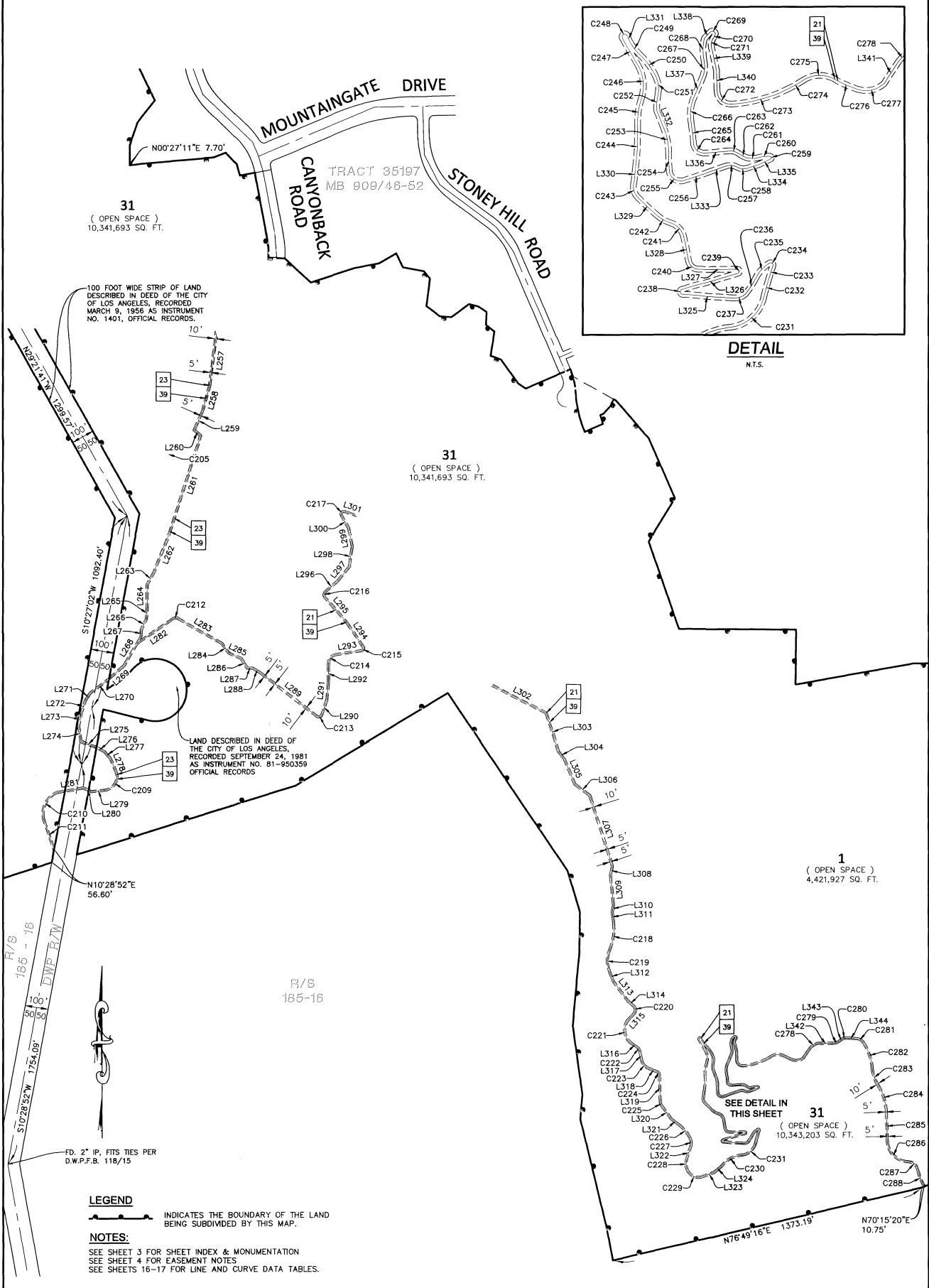


SCALE: 1" = 250'

SHEET 15 OF 17 SHEETS

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA



DETAIL

N.T.S.

31
(OPEN SPACE)
10,341,693 SQ. FT.

31
(OPEN SPACE)
10,341,693 SQ. FT.

1
(OPEN SPACE)
4,421,927 SQ. FT.

31
(OPEN SPACE)
10,343,203 SQ. FT.

100 FOOT WIDE STRIP OF LAND DESCRIBED IN DEED OF THE CITY OF LOS ANGELES, RECORDED MARCH 9, 1956 AS INSTRUMENT NO. 1401, OFFICIAL RECORDS.

LAND DESCRIBED IN DEED OF THE CITY OF LOS ANGELES, RECORDED SEPTEMBER 24, 1981 AS INSTRUMENT NO. 81-950359 OFFICIAL RECORDS

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

NOTES:

SEE SHEET 3 FOR SHEET INDEX & MONUMENTATION
SEE SHEET 4 FOR EASEMENT NOTES
SEE SHEETS 16-17 FOR LINE AND CURVE DATA TABLES.

R/S 185-16
DWP R/W
S10°28'52"W 1754.08'
S10°27'02"W 1092.40'
S10°27'11"E 7.70'
N10°28'52"E 56.60'
S10°28'52"W 1754.08'
S10°27'02"W 1092.40'

FD. 2" I.P. FITS TIES PER D.W.P.F.B. 118/15

R/S 185-16

SEE DETAIL IN THIS SHEET
N76°49'16"E 1373.19'
N70°15'20"E 10.75'

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

LINE TABLE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S06° 36' 24"E	70.78'
L2	S10° 06' 21"W	117.67'
L3	S26° 53' 36"W	65.93'
L4	S00° 19' 36"W	48.98'
L5	S10° 38' 41"E	99.96'
L6	S67° 27' 36"W	85.72'
L7	S03° 48' 16"E	284.07'
L8	S71° 55' 12"E	167.69'
L9	S17° 47' 55"W	113.36'
L10	S35° 22' 55"W	110.70'
L11	S11° 28' 52"E	227.28'
L12	S06° 53' 22"W	148.46'
L13	N58° 45' 25"W	106.20'
L14	S84° 29' 35"W	118.26'
L15	N71° 18' 15"W	136.63'
L16	S61° 13' 55"W	71.04'
L17	S10° 11' 01"E	49.39'
L18	S38° 55' 25"E	151.92'
L19	N89° 37' 35"E	123.15'
L20	S25° 42' 53"E	204.71'
L21	S38° 10' 52"W	121.18'
L22	S19° 25' 11"W	101.71'
L23	S00° 27' 11"W	87.68'
L24	N68° 10' 57"E	56.52'
L25	S44° 20' 37"E	69.61'
L26	S14° 47' 59"E	52.48'
L27	N79° 00' 32"E	66.08'
L28	S87° 46' 00"E	35.98'
L29	S87° 46' 00"E	35.98'
L30	S47° 02' 07"E	152.24'
L31	N71° 50' 43"E	198.21'
L32	N79° 25' 33"E	107.90'
L33	N59° 41' 13"E	87.16'
L34	S25° 14' 17"E	67.06'
L35	S79° 27' 47"E	93.43'
L36	S38° 10' 47"E	40.90'
L37	S06° 37' 58"W	119.15'
L38	S51° 05' 17"E	72.20'
L39	S86° 44' 17"E	49.58'
L40	N54° 30' 33"E	95.56'
L41	S76° 25' 07"E	41.57'
L42	S55° 56' 27"E	41.45'
L43	S02° 27' 33"W	54.98'
L44	S51° 01' 47"E	47.32'
L45	S09° 29' 57"W	105.89'
L46	S69° 08' 43"E	49.69'
L47	S35° 27' 53"E	125.03'
L48	S56° 24' 27"E	41.31'
L49	N66° 43' 13"E	162.71'
L50	N66° 43' 13"E	47.07'
L51	S23° 16' 47"E	1.99'
L52	N66° 22' 05"E	85.63'
L53	N17° 47' 02"W	32.18'
L54	N12° 23' 53"W	7.86'
L55	N70° 42' 53"E	13.55'
L56	N42° 13' 22"E	42.24'
L57	N29° 00' 27"E	36.58'
L58	S60° 44' 27"E	11.30'
L59	S23° 33' 38"E	77.52'
L60	S49° 02' 18"E	35.72'
L61	S65° 24' 34"W	49.91'
L62	S32° 59' 00"W	103.89'
L63	S30° 33' 21"W	95.45'
L64	S23° 41' 54"W	83.31'
L65	S33° 59' 12"W	84.26'
L66	S56° 49' 51"W	78.16'
L67	N36° 32' 30"E	124.21'
L68	S41° 22' 48"E	51.13'
L69	N70° 52' 53"E	180.88'
L70	S65° 36' 38"E	218.00'
L71	N52° 01' 34"E	148.11'
L72	S54° 25' 53"E	9.43'
L73	N83° 24' 42"E	225.20'
L74	N23° 22' 15"W	120.00'
L75	N52° 35' 34"E	226.77'

LINE TABLE		
NO.	BEARING	LENGTH
L76	N23° 22' 15"W	91.88'
L77	S66° 37' 45"W	226.70'
L78	S82° 43' 29"W	32.05'
L79	N12° 30' 53"W	127.21'
L80	N03° 51' 07"E	120.86'
L81	N19° 58' 42"E	140.00'
L82	N04° 48' 09"E	324.68'
L83	N22° 59' 16"E	444.93'
L84	N42° 12' 01"E	45.30'
L85	S70° 00' 57"W	91.96'
L86	S70° 38' 42"E	142.66'
L87	S76° 56' 52"W	16.32'
L88	S81° 58' 51"E	101.78'
L89	S85° 43' 14"W	23.18'
L90	S63° 21' 43"E	28.64'
L91	S81° 22' 52"E	84.13'
L92	S32° 17' 56"W	6.22'
L93	S86° 12' 47"E	26.12'
L94	S40° 43' 15"W	4.61'
L95	S34° 30' 43"E	273.44'
L96	S41° 00' 46"E	56.50'
L97	S34° 30' 43"E	8.74'
L98	S11° 13' 21"W	9.33'
L99	S31° 57' 19"E	211.53'
L100	N60° 18' 08"E	203.65'
L101	S26° 30' 43"E	255.98'
L102	S23° 58' 11"E	304.44'
L103	S16° 30' 13"E	81.84'
L104	S80° 12' 39"E	9.78'
L105	N32° 28' 58"W	74.04'
L106	N09° 10' 07"E	71.63'
L107	N02° 56' 17"W	48.08'
L108	N13° 27' 08"E	18.55'
L109	N07° 58' 28"W	71.07'
L110	N87° 06' 17"E	18.94'
L111	S04° 56' 21"E	218.63'
L112	S23° 06' 56"E	140.58'
L113	S18° 37' 02"E	47.60'
L114	S35° 46' 46"E	8.18'
L115	N18° 27' 34"W	184.48'
L116	N18° 27' 54"E	116.10'
L117	N09° 51' 21"E	270.94'
L118	N02° 32' 18"E	14.21'
L119	N31° 05' 35"E	170.00'
L120	N84° 35' 19"E	3.51'
L121	N43° 30' 40"E	52.33'
L122	S17° 31' 13"E	6.85'
L123	S52° 45' 08"W	177.80'
L124	S20° 48' 44"W	160.45'
L125	N08° 44' 36"E	80.36'
L126	N62° 52' 48"E	217.14'
L127	N88° 48' 37"E	86.69'
L128	N13° 59' 39"E	299.86'
L129	N25° 31' 03"E	91.27'
L130	N14° 49' 35"E	132.90'
L131	N31° 42' 51"E	10.52'
L132	N11° 39' 11"W	222.28'
L133	N24° 14' 55"W	461.79'
L134	N39° 36' 48"W	122.29'
L135	N05° 17' 44"E	63.11'
L136	S36° 09' 30"W	44.91'
L137	S26° 26' 25"W	203.86'
L138	S00° 40' 00"W	50.97'
L139	N40° 54' 24"E	95.10'
L140	N65° 16' 28"E	181.38'
L141	N86° 59' 38"E	103.65'
L142	N12° 06' 28"E	289.60'
L143	N27° 28' 14"E	70.15'
L144	N18° 20' 44"E	306.36'
L145	N10° 41' 28"W	323.92'
L146	N25° 07' 50"W	400.91'
L147	N38° 04' 53"W	229.41'
L148	N05° 17' 44"E	71.67'
L149	N16° 24' 40"W	110.42'
L150	N16° 24' 40"W	47.59'

LINE TABLE		
NO.	BEARING	LENGTH
L151	N05° 32' 15"W	457.09'
L152	N21° 31' 29"W	329.25'
L153	N04° 32' 17"W	601.15'
L154	N19° 57' 53"E	738.46'
L155	N28° 58' 36"E	117.36'
L156	N19° 58' 36"E	170.96'
L157	N13° 28' 36"E	139.97'
L158	N19° 58' 42"E	312.35'
L159	N01° 23' 46"E	164.56'
L160	N22° 59' 16"E	538.35'
L161	N50° 37' 15"E	365.50'
L162	N38° 58' 51"E	50.56'
L163	N75° 22' 54"E	123.54'
L164	S75° 22' 27"W	125.76'
L165	N24° 29' 37"W	22.35'
L166	S43° 20' 34"W	103.49'
L167	N43° 20' 34"E	39.08'
L168	S43° 20' 34"W	103.49'
L169	S08° 41' 58"W	61.36'
L170	S38° 00' 27"E	292.37'
L171	N85° 17' 10"E	2.28'
L172	S08° 41' 58"W	60.50'
L173	S38° 00' 27"E	292.37'
L174	N38° 00' 27"W	292.37'
L175	N08° 41' 58"E	62.25'
L176	S69° 40' 57"W	22.00'
L177	S77° 24' 23"E	22.00'
L178	S47° 49' 42"E	22.00'
L179	N43° 20' 34"E	103.49'
L180	N46° 39' 26"W	17.00'
L181	N39° 14' 28"W	39.00'
L182	N55° 51' 06"E	39.00'
L183	N08° 41' 58"E	60.50'
L184	N38° 00' 27"E	112.24'
L185	N38° 00' 27"W	180.13'
L186	N38° 00' 27"W	180.13'
L187	N38° 00' 27"W	53.44'
L188	S38° 00' 27"E	115.47'
L189	S38° 00' 27"E	122.05'
L190	S38° 00' 27"E	1.40'
L191	N08° 41' 58"E	20.06'
L192	S08° 41' 58"W	42.19'
L193	N08° 41' 58"E	61.36'
L194	N38° 00' 27"W	112.24'
L195	N38° 00' 27"W	180.13'
L196	N67° 22' 27"E	22.00'
L197	S67° 57' 49"W	17.00'
L198	S21° 00' 39"E	39.00'
L199	S38° 00' 27"E	53.44'
L200	S38° 00' 27"E	115.47'
L201	S38° 00' 27"E	122.05'
L202	S38° 00' 27"E	1.40'
L203	S08° 41' 58"W	20.06'
L204	S08° 41' 58"W	41.30'
L205	S57° 40' 21"W	22.00'
L206	N78° 32' 57"E	22.00'
L207	S79° 48' 10"E	22.00'
L208	S85° 46' 33"W	22.00'
L209	N51° 59' 33"E	22.00'
L210	S56° 42' 05"W	22.00'
L211	N60° 42' 48"E	22.00'
L212	S64° 24' 51"W	22.00'
L213	N62° 30' 02"E	22.00'
L214	S58° 19' 10"W	22.00'
L215	N54° 23' 48"E	22.00'
L216	S51° 59' 33"W	22.00'
L217	N51° 59' 33"E	22.00'
L218	S51° 59' 33"W	22.00'
L219	N75° 53' 16"E	22.00'
L220	N81° 18' 02"W	22.00'
L221	S84° 49' 02"W	22.00'
L222	N60° 13' 00"E	22.00'
L223	S31° 04' 42"E	25.00'
L224	N23° 33' 38"W	77.52'

LINE TABLE		
NO.	BEARING	LENGTH
L225	N44° 51' 36"W	36.91'
L226	N27° 09' 22"W	456.25'
L227	N83° 43' 54"E	79.95'
L228	N41° 10' 36"W	145.03'
L229	N56° 30' 09"E	324.49'
L230	S82° 35' 51"E	371.17'
L231	S64° 34' 06"E	60.99'
L232	S84° 31' 36"E	290.80'
L233	S56° 25' 51"E	68.22'
L234	S70° 37' 26"E	85.19'
L235	N14° 02' 06"W	53.36'
L236	N28° 35' 24"E	145.33'
L237	S87° 20' 51"E	116.96'
L238	N66° 47' 24"E	201.47'
L239	N51° 42' 39"E	266.81'
L240	S77° 00' 56"E	1.32'
L241	N04° 39' 31"W	122.34'
L242	N33° 23' 44"E	233.09'
L243	N33° 23' 44"E	26.27'
L244	N05° 43' 19"E	119.77'
L245	N03° 33' 08"W	310.61'
L246	N29° 44' 07"E	274.17'
L247	N13° 29' 16"E	246.14'
L248	N74° 24' 48"E	40.29'
L249	S61° 08' 02"W	60.40'
L250	N08° 39' 43"W	134.49'
L251	N32° 20' 17"E	131.28'
L252	N60° 09' 02"E	54.84'
L253	N53° 30' 33"W	181.22'
L254	S20° 18' 29"W	172.00'
L255	S34° 37' 29"W	168.00'
L256	S04° 10' 28"W	180.68'
L257	S06° 57' 32"W	226.57'
L258	S15° 45' 29"W	114.95'
L259	S23° 51' 02"W	87.79'
L260	S49° 20' 17"E	36.81'
L261	S17° 41' 40"W	435.70'
L262	S21° 50' 19"W	192.80'
L263	S28° 32' 45"W	58.39'
L264	S00° 10' 26"E	97.39'
L265	S03° 26' 10"W	49.76'
L266	S24° 45' 37"W	53.02'
L267	S05° 41' 13"W	30.35'
L268	S30° 24' 21"W	142.12'
L269	S48° 18' 27"W	89.14'
L270	S53° 09' 32"W	98.51'
L271	S33° 51' 24"W	39.44'
L272	S17° 55' 18"W	56.38'
L273	S10° 47' 03"W	58.06'
L274	S07° 23' 20"E	66.94'
L275	S70° 59' 01"E	66.25'
L276	S62° 52' 53"E	44.64'
L277	S40° 52' 48"E	37.98'
L278	S22° 33' 44"E	63.35'
L279	S83° 44' 29"W	59.98'
L280	N85° 46' 35"W	37.39'
L281	S80° 38' 29"W	113.16'
L282	N55° 48' 05"E	187.23'
L283	S59° 56' 04"E	217.57'
L284	S35° 33' 58"E	49.80'
L285	S64° 55' 23"E	61.61'
L286	S30° 47' 18"E	47.00'
L287	S87° 47' 59"E	25.04'
L288	S58° 50' 27"E	42.73'
L289	S52° 18' 17"E	304.59'
L290	N18° 11' 46"E	67.80'
L291	N05° 57' 23"E	75.84'
L292	N00° 40' 28"W	81.72'
L293	N81° 15' 45"E	113.92'
L294	N33° 37' 27"W	130.03'
L295	N41° 02' 53"W	142.80'
L296	N49° 30' 50"E	69.12'
L297	N38° 53' 32"E	82.21'
L298	N07° 31' 14"E	87.63'
L299	N09° 54' 29"W	80.83'

LINE TABLE</		
--------------	--	--

TRACT NO. 53072

IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

CURVE TABLE

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	12°55'14"	464.00	104.64'
C2	12°32'00"	30.00	6.56'
C3	15°31'26"	20.00	5.42'
C4	17°36'26"	312.00	95.88'
C5	1°26'38"	477.00	12.02'
C6	18°52'59"	477.00	157.21'
C7	0°58'29"	2000.66	34.03'
C8	2°52'21"	1963.00	98.42'
C9	6°28'54"	679.30	76.85'
C10	23°06'32"	400.36	161.47'
C11	7°55'26"	539.84	74.66'
C12	12°11'16"	470.00	99.98'
C13	30°24'55"	970.00	514.92'
C14	13°50'32"	1488.00	359.49'
C15	246°45'03"	135.00	581.39'
C16	19°29'49"	146.53	49.86'
C17	4°51'24"	1020.00	86.46'
C18	20°39'13"	220.00	79.30'
C19	16°05'44"	83.89	23.57'
C20	140°39'39"	40.00	98.20'
C21	147°35'34"	37.50	96.60'
C22	158°55'43"	37.50	104.02'
C23	167°42'05"	37.50	109.76'
C24	149°04'57"	35.00	91.07'
C25	18°01'09"	200.00	62.90'
C26	113°40'48"	37.50	74.40'
C27	118°30'43"	37.50	77.57'
C28	126°56'03"	37.50	83.08'
C29	75°13'59"	60.00	78.78'
C30	6°30'03"	200.00	22.69'
C31	20°54'15"	239.17	87.26'
C32	14°59'51"	50.00	13.09'
C33	17°38'25"	200.00	61.58'
C34	43°10'40"	100.00	75.36'
C35	87°44'33"	100.00	153.14'
C36	93°11'09"	242.00	393.59'
C37	2°32'32"	350.00	15.53'
C38	7°27'58"	500.00	65.15'
C39	63°42'27"	85.00	94.51'
C40	132°16'19"	64.00	147.75'
C41	41°39'05"	233.33	169.62'
C42	12°06'24"	800.00	169.04'
C43	16°23'25"	500.00	143.03'
C44	21°25'36"	500.00	186.98'
C45	95°04'45"	60.00	99.57'
C46	87°57'23"	60.00	92.11'
C47	18°10'36"	440.00	139.59'
C48	4°29'54"	1500.00	117.77'
C49	17°09'44"	150.00	44.93'
C50	162°40'49"	69.50	197.33'
C51	36°55'28"	400.00	257.78'
C52	8°36'33"	500.00	75.13'
C53	7°19'03"	250.00	31.93'
C54	28°33'18"	150.00	74.76'
C55	53°29'43"	240.00	224.08'
C56	41°04'39"	240.00	172.06'
C57	118°58'07"	55.00	114.20'
C58	70°16'22"	55.00	67.46'
C59	31°56'25"	350.00	195.11'
C60	192°04'08"	59.00	197.78'
C61	54°08'12"	107.74	101.80'
C62	25°55'49"	280.00	126.72'
C63	74°48'58"	120.00	156.69'
C64	11°31'24"	750.00	150.84'
C65	10°41'28"	250.00	46.65'
C66	16°53'16"	350.00	103.16'
C67	43°22'01"	145.00	109.75'
C68	12°33'02"	501.22	109.79'
C69	15°22'00"	930.00	249.42'
C70	44°54'32"	103.00	80.73'
C71	74°14'23"	62.00	80.34'
C72	9°43'05"	557.00	94.47'
C73	25°46'25"	309.00	139.00'
C74	139°45'36"	62.00	151.23'
C75	24°22'04"	318.00	135.24'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C76	21°43'10"	250.00	94.77'
C77	74°53'10"	120.00	156.84'
C78	15°21'46"	400.00	107.25'
C79	9°07'30"	500.00	79.63'
C80	29°02'12"	250.00	126.70'
C81	14°26'22"	500.00	126.01'
C82	12°57'03"	500.00	113.02'
C83	43°22'37"	70.00	52.99'
C84	3°07'31"	400.36	21.84'
C85	5°58'58"	499.72	52.18'
C86	82°24'22"	100.00	143.83'
C87	117°18'16"	213.00	436.08'
C88	5°36'28"	217.00	21.24'
C89	77°23'47"	217.00	293.13'
C90	52°35'32"	126.00	115.66'
C91	116°13'31"	187.00	379.33'
C92	22°01'55"	41.00	157.64'
C93	42°13'58"	43.00	31.70'
C94	96°23'03"	238.00	400.37'
C95	69°28'36"	75.00	90.94'
C96	81°57'11"	239.00	341.85'
C97	55°39'37"	39.00	37.89'
C98	235°39'36"	39.00	160.41'
C99	76°44'21"	195.00	261.17'
C100	71°58'29"	41.00	51.50'
C101	12°13'10"	239.00	50.97'
C102	24°59'09"	290.00	126.46'
C103	1°32'25"	499.00	13.41'
C104	34°55'28"	499.00	303.32'
C105	51°15'55"	340.00	304.21'
C106	46°42'25"	250.00	203.80'
C107	15°58'16"	1820.00	507.32'
C108	6°14'40"	277.00	30.19'
C109	63°54'48"	46.00	51.31'
C110	231°38'21"	40.00	161.71'
C111	33°17'16"	477.00	277.13'
C112	51°07'28"	362.00	323.01'
C113	46°42'25"	228.00	185.86'
C114	15°58'16"	1842.00	513.45'
C115	234°41'04"	39.00	159.74'
C116	53°30'02"	39.00	36.42'
C117	13°58'05"	1798.00	438.33'
C118	46°42'25"	272.00	221.73'
C119	51°25'14"	318.00	285.39'
C120	28°53'04"	521.00	262.65'
C121	90°15'53"	40.00	63.02'
C122	1°32'25"	477.00	12.82'
C123	34°49'41"	477.00	289.95'
C124	50°37'27"	39.00	34.46'
C125	5°02'56"	464.00	40.89'
C126	45°22'51"	360.00	285.14'
C127	65°46'33"	25.00	28.70'
C128	44°12'35"	39.00	30.09'
C129	78°48'22"	41.00	56.39'
C130	7°52'19"	464.00	63.75'
C131	16°54'38"	238.00	70.24'
C132	33°13'54"	340.00	197.20'
C133	112°18'37"	25.00	49.00'
C134	32°54'40"	239.00	137.28'
C135	29°34'41"	239.00	123.38'
C136	1°10'16"	239.00	4.89'
C137	63°04'34"	39.00	42.93'
C138	95°05'34"	39.00	64.73'
C139	33°16'53"	39.00	22.65'
C140	13°44'09"	217.00	52.02'
C141	32°54'40"	217.00	124.65'
C142	29°34'41"	217.00	112.02'
C143	1°10'16"	217.00	4.44'
C144	18°47'12"	477.00	156.40'
C145	14°30'03"	477.00	120.72'
C146	5°40'27"	362.00	35.85'
C147	20°52'37"	362.00	131.90'
C148	21°38'52"	362.00	136.77'
C149	2°55'32"	362.00	18.48'
C150	12°55'24"	228.00	51.43'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C151	33°47'00"	228.00	134.44'
C152	4°42'32"	1842.00	151.38'
C153	4°42'32"	1842.00	151.38'
C154	4°00'43"	1842.00	128.98'
C155	3°42'03"	1842.00	118.97'
C156	3°32'33"	1842.00	113.88'
C157	0°00'26"	1842.00	0.23'
C158	91°01'32"	39.00	61.96'
C159	93°02'05"	39.00	63.33'
C160	3°27'36"	1798.00	108.58'
C161	4°10'52"	1798.00	131.21'
C162	3°55'22"	1798.00	123.10'
C163	2°24'15"	1798.00	75.44'
C164	23°53'43"	272.00	113.44'
C165	22°48'42"	272.00	108.29'
C166	18°36'07"	318.00	103.24'
C167	24°36'02"	318.00	136.54'
C168	8°13'06"	318.00	45.61'
C169	15°01'06"	521.00	136.56'
C170	13°51'58"	521.00	126.09'
C171	32°38'46"	40.00	22.79'
C172	57°37'07"	40.00	40.23'
C173	29°24'22"	499.00	256.10'
C174	5°40'27"	340.00	33.67'
C175	20°52'37"	340.00	123.89'
C176	21°38'52"	340.00	128.46'
C177	3°03'59"	340.00	18.20'
C178	12°55'24"	250.00	56.39'
C179	33°47'00"	250.00	147.41'
C180	4°42'32"	1820.00	149.58'
C181	4°00'43"	1820.00	127.44'
C182	3°42'03"	1820.00	117.55'
C183	3°32'58"	1820.00	112.75'
C184	5°27'47"	1820.00	173.53'
C185	4°10'52"	1820.00	132.81'
C186	3°55'22"	1820.00	124.61'
C187	2°24'15"	1820.00	76.37'
C188	23°53'43"	250.00	104.26'
C189	22°48'42"	250.00	99.53'
C190	18°26'47"	340.00	109.46'
C191	24°36'02"	340.00	145.98'
C192	8°13'06"	340.00	48.77'
C193	18°43'17"	213.00	69.60'
C194	0°58'51"	2013.66	34.47'
C195	2°52'21"	1950.00	97.76'
C196	2°11'58"	692.30	257.36'
C197	17°44'07"	551.29	170.65'
C198	29°24'01"	998.91	512.58'
C199	11°01'23"	1643.00	316.09'
C200	26°54'55"	70.00	32.88'
C201	10°33'10"	99.65	18.35'
C202	48°13'12"	99.65	83.87'
C203	39°46'11"	271.01	188.11'
C204	38°17'31"	106.97	71.49'
C205	33°17'15"	350.00	203.34'
C206	16°41'51"	350.00	102.00'
C207	60°55'32"	175.00	186.09'
C208	67°02'07"	50.00	58.50'
C209	106°18'13"	57.35	106.40'
C210	86°13'28"	97.68	147.01'
C211	3°12'20"	2414.73	135.10'
C212	5°40'47"	25.65	24.25'
C213	106°54'41"	13.08	24.41'
C214	76°57'26"	39.11	52.53'
C215	95°05'04"	11.75	19.50'
C216	86°30'44"	18.13	27.37'
C217	135°51'23"	11.66	27.65'
C218	30°39'44"	240.01	128.44'
C219	48°49'16"	108.44	92.40'
C220	76°24'01"	24.15	32.20'
C221	102°40'24"	71.11	127.43'
C222	41°48'28"	40.31	29.41'
C223	59°02'16"	50.08	51.60'
C224	62°28'44"	14.49	15.80'
C225	37°47'55"	30.20	19.92'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C226	27°03'29"	158.96	75.07'
C227	46°09'49"	51.72	41.67'
C228	37°42'56"	76.46	50.33'
C229	95°09'06"	51.19	85.02'
C230	46°55'42"	124.46	101.94'
C231	72°19'55"	67.68	85.44'
C232	4°59'59"	377.00	32.90'
C233	0°40'14"	1961.19	22.95'
C234	139°17'06"	3.90	9.47'
C235	31°30'42"	64.36	35.40'
C236	124°44'55"	150.19	33.42'
C237	49°01'47"	27.93	23.90'
C238	169°32'38"	4.46	13.18'
C239	160°00'25"	3.60	10.05'
C240	78°38'29"	17.43	23.92'
C241	62°40'02"	32.92	36.01'
C242	25°27'18"	63.07	28.02'
C243	64°09'29"	27.07	30.31'
C244	8°11'29"	492.59	70.42'
C245	19°15'33"	148.22	49.82'
C246	48°06'44"	70.90	59.54'
C247	2°12'58"	1397.82	54.06'
C248	187°06'40"	4.53	14.81'
C249	18°12'14"	96.29	30.59'
C250	20°43'55"	123.16	44.56'
C251	36°14'45"	50.69	32.07'

EXHIBIT C

**Bureau of Engineering
Special Order #003-1005
(Pages 1-2)**

Bureau of Engineering

Special Order

October 19, 2005

Special Order No. 003-1005

To All: Deputy City Engineers
Senior Managers
Group Managers

Subject: **REQUIREMENTS FOR OBTAINING A WATERCOURSE PERMIT IN SPECIAL FLOOD RISK AREAS (Supersedes Special Order SO004-0302 dated March 5, 2002)**

General

A watercourse is any natural or man-made depression with a bed and well-defined banks below the surrounding land serving to give direction to a current of water, or pattern of runoff from a drainage area of any size (Per U.S. Army Corps of Engineers Document EP 1165-2-314 Section 301.30). This Special Order applies only to watercourses in areas designated by the City Engineer as Special Flood Risk Areas.

The purpose of this special order is to provide a uniform approach for issuing watercourse permits that are within the Special Flood Risk Areas. The Bureau of Engineering will be identifying areas within the City that pose a special flood risk. Until a complete list of flood risk areas is available, this Special Order will apply to the only currently designated Special Flood Risk Area, which is Mandeville Canyon. The Mandeville Canyon Special Flood Risk Area includes Mandeville Canyon Creek and all of the water courses tributary to Mandeville Canyon Creek north of Sunset Boulevard and south of Mulholland Drive.

Effective immediately, all Engineering staff is directed to enforce the following requirements and take into account mudflow hazards when reviewing watercourse permit applications in Special Flood Risk Areas.

Requirements

1. Identify whether the watercourse is within a Special Flood Risk Area. As new Special Flood Risk Areas are identified this will be accomplished by contacting the Stormwater Group and having them check to see if the watercourse is within a Special Flood Risk Area. If the watercourse is not in a Special Flood Risk Area, proceed with issuing the watercourse permit in accordance with the "Permit and Procedure Manual For Work in the Public Right-of-Way" and Special Order SO41-1273.
2. A field investigation by the review engineer will be conducted prior to issuance of a watercourse permit.
3. Applicants shall provide hydrology (Q_{burned} and Q_{bulked} calculated per Los Angeles County Sedimentation Manual) for the 50-year storm and hydraulics calculations prepared and signed by a Civil Engineer licensed in the state of California. The private engineer's analysis shall include the calculation of the water surface elevation in the natural watercourse based on the calculated Q_{burned} and Q_{bulked} flow. This water surface elevation should be a minimum of two feet below the lowest member of any structure allowed within the watercourse. If this criterion cannot be met then a watercourse permit shall not be issued.

4. No structures, drainage devices, or any part thereof shall be constructed below the lowest bank of the watercourse or in the watercourse area defined by the bed and banks of the watercourse below a level of two feet above the calculated water surface elevation based on the Q_{burned} and Q_{bulked} flow. This includes piles, caissons, footings, etc.
5. In order to provide access for earth moving machinery and the unrestricted flow of debris, except as provided in No. 6 below, no structure shall overhang the watercourse area more than 1/3 of the narrowest reach of the watercourse area width. Overhanging structures shall not extend from both sides of the watercourse area within a single section.
6. Bridges necessary for general legal or emergency access to residences may be constructed over watercourses subject to the following additional conditions. No bridge shall be constructed without sufficient vertical and horizontal clearance for earth moving machinery to pass beneath it, unless unrestricted access to the watercourse is provided both upstream and downstream of the bridge. Width of bridge shall be limited to the minimum necessary for access, but in no case shall the width exceed 18 feet.
7. The permit engineer shall contact the Environmental Group for requirements in the preparation of any special environmental document.
8. Applicants will be required to submit a site/topography plan signed by a surveyor licensed in the state of California that shows the alignment, elevations, contours, toes and tops of slope of the watercourse and any adjacent watercourses, sumps, or local depressions. Footprints of any existing and proposed structures adjacent to the watercourse (i.e. cantilever decks or pedestrian/driveway bridges) shall be clearly identified on the site plan.
9. Applicants shall provide the City of Los Angeles with a recorded waiver of damages, a covenant and agreement for maintenance of the watercourse, and vehicular access to the watercourse and any pertinent municipal facility (i.e., revetments, retention basins, debris basins, etc.) when required.
10. The permit engineer shall contact the Department of Building and Safety prior to issuance of a watercourse permit. When required, the permittee shall obtain the necessary permits from the Department of Building and Safety, The Los Angeles County Flood Control District, or the Corps of Engineers.
11. The applicant shall provide written notice to all residents of properties within a 500-foot radius from the subject property of the proposed construction.

(MDP WHH CWR)


WLA/MDP/gva SO No. 003-1005	Approved by:  Gary Lee Moore, P.E., City Engineer
------------------------------------	---

EXHIBIT D

**Leighton & Associates
Landslide/Slump Map**

LEGEND

Landslide (Q1s)

Slump (Qs)

Fault lines

Uncertified Fill (af)

Map dated 11-2001
 Leighton & Assoc
 On-site Geotechnical
 & Soil Information



EXHIBIT E

CalRecycle Post-Closure Letter

January 8, 2019

(Pages 1-4)



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

1001 I STREET SACRAMENTO, CALIFORNIA 95814 • WWW.CALRECYCLE.CA.GOV • (916) 322-4027
P O BOX 4025, SACRAMENTO, CALIFORNIA 95812

January 8, 2019

José Gutiérrez, Environmental Supervisor 2
Local Enforcement Agency
Los Angeles Department of Building and Safety
Environmental Affairs Division
221 N. Figueroa Street, Rm. 1250
Los Angeles, CA 90012
Mail Stop 115

**Subject: Post-Closure Land Use and Maintenance Standards for Disposal Sites
Mission Canyon Landfill #8 (SWIS No. 19-AA-0823)**

Dear Mr. Gutierrez;

At your request the Department of Resources Recycling and Recovery (CalRecycle) has reviewed the post-closure land use (PCLU) document for the subject site Mission Canyon 8 Landfill, Los Angeles, California prepared by Geosyntec Consultants on behalf of Monteverdi. The project proposes to subdivide approximately 449 acres into 31 lots, including 28 single family homes, and 424 acres of open space. The open space includes the Mission Canyon 8 Landfill which is approximately 50 acres.

The following conclusions and recommendations are provided to the LEA as guidance to develop recommendations and determine compliance status under their own authority regarding State Minimum Standards (SMS) at closed disposal sites and take appropriate action, as applicable. Additionally, no concurrence by CalRecycle is needed for the implementation of the comments stated herein as the LEA has vested authority under its certification as defined in 14 CCR Division 7, 27 CCR Division 2, Subdivision 1 (Section 20005 et seq.) and Division 30 of the Public Resources Code.

CalRecycle Staff Comments:

The Vicinity Map indicates that the development is within the approximate refuse limits; will homes be constructed over waste fill areas?

Section 3.1 states that the development of the project will require grading and placement of fill for the extension of Stoney Hill Road and Canyon Back Road and construction of pads for single family homes.

- Has a field investigation been conducted of the area where construction is proposed, e.g. roads, residential lots, etc. (geophysical survey, drilling, trenching, etc.). Landfill waste horizontal and vertical extents should be determined, verified and surveyed through a field investigation and boundaries indicated on development plans and maps.
- Homes should not be constructed over waste fill areas; waste fill is unclassified, heterogeneous, uncompact and generally not competent for construction and therefore would need to be identified and removed as part of construction activities.
- A waste excavation and soils management plan should be prepared and approved as part of the PCLU project (and may be required by AQMD rule 1150.2). If waste is encountered the plan should describe how the waste will be tested, characterized and disposed of properly. The plan should specify how excavated waste stockpiles will be managed to prevent odor, dust and storm water contamination concerns. If waste is to be hauled off site what is the volume of waste to be excavated and cost to haul to a permitted landfill?

Section 4.3 Surface Water and Drainage

The plan indicates that measures will be taken to assure that drainage will not flow towards the landfill, continue to work with LARWQCB on their requirements and the development of a SWPPP.

Section 4.4 Landfill Gas Impacts (Compliance with 27 CCR 20919):

- Has landfill gas (LFG) been evaluated in the soils beneath proposed home sites?
- Is LFG migration present in geologic stratigraphy of lot areas to be cut for development (how was this data collected?). Please provide historical landfill gas data that has been collected.
- According to the plan the current LFG probes (approx. 26) will be abandoned, please provide a plan and documentation as to how this will be done and a readable map showing their location. The LFG monitoring well diagram in the PCLU plan indicates tubing inserts, which do not meet the specifications of 27 CCR 20925 (See 27 CCR 20925); also screened zones should coincide with permeable geologic zones logged during boring of the well; the screened or monitored zones should be the majority of the vertical well profile with 5 foot bentonite seals between intervals. The existing design of the well has 2 filter packs that are 12 inches or less with the rest of the well annular space sealed with bentonite. Historical landfill gas monitoring data may not be representative of site conditions if gas migration zones were missed due to the well design.
- What will be the cost of replacing LFG monitoring wells if they are not in compliance with 27 CCR 20925?
- Pursuant to 27 CCR Section 21190(d); the owner shall demonstrate to the satisfaction of the LEA that the post-closure activities will not pose a threat to

public health and safety and the environment. The site does not currently have a landfill gas monitoring network and monitoring data that would provide the LEA with information necessary to determine the impact of landfill gas migration on the proposed development. A landfill gas monitoring network should be constructed and a monitoring program implemented for a period of time sufficient for the LEA to gather enough data to substantiate compliance with this requirement prior to any on-site construction within a 1,000 feet of the boundary of the disposal area.

- Are additional LFG monitoring wells proposed near the new homes? Please provide locations of new proposed wells including as-built drawings and well logs.

Section 4.5 Landfill Gas Collection

- Please provide the rationale for not replacing LFG extraction wells (approximately 12) that will be impacted by the grading of Serpentine Road. LFG monitoring wells will be required between the landfill and any adjacent structures.
- The plan states that landfill gas will continue to be extracted from existing gas collection wells.
- Based on the proposal to abandon 12 extraction wells in the Serpentine Road area, please show clearly on a map the location of these wells and their distance from the proposed residences as well as the location of probes to the residences that will show if the collection of the system is working and no migration towards the residences is occurring.

Section 4.6 Landfill Gas Mitigation System

- All homes are required to comply with methane mitigation measures pursuant 27 CCR 21190. Please follow 27 CCR 21190 and all applicable local ordinances as well as LA building requirements.
- Who will be responsible for the calibration and maintenance of the LFG sensors in the residences?
- Will an Operations and Maintenance Plan be provided to the HOA as well as the Homeowner included in the purchasing agreements letting the owner know of potential liability and risks associated living in close proximity of a Landfill? Will homeowners be provided with response procedures in the event of an alarm.
- Will the new homeowners be financially responsible for the Mission Canyon 8 Landfill's post-closure maintenance and monitoring, e.g. maintenance and monitoring of the gas collection and control system, final cover and drainage & erosion control systems, etc.?

- Who will be responsible for long-term care of the Mission Canyon 8 Landfill? What is the annual cost of maintenance and monitoring of the landfill that will become the responsibility of the home owners?
- Will a home owners association be developed as a condition of development to manage long-term landfill maintenance and monitoring issues?
- Who will be responsible for landfill gas migration or ground water contamination issues if discovered during the post closure maintenance period?

Buffer Zone Between Waste and Nearest Homes

We recommend that the LEA coordinate with the RWQCB on an acceptable remedial buffer zone between the landfill boundary and the lot boundary of the nearest homes. The remedial buffer zone would be clean fill and contain no waste; the buffer zone should be adequate to allow for heavy equipment access to conduct drilling, trenching, excavations and construction as necessary if a remediation is required to monitor and control landfill gas migration. Former landfills that have been subdivided or have residential or industrial land use immediately adjacent to the site have had LFG migration problems since there is no "buffer" zone in which engineering controls can be constructed to reduce levels prior to reaching the homes. Also the absence of a buffer zone has presented problems in conducting investigations to determine landfill gas migration conditions due to multiple owners and obtaining site access for intrusive investigations on multiple parcels.

Disclosure

This letter does not constitute an approval of any plans nor does relieve the owner from their responsibility to obtain other regulatory agencies' permits as required. The LEA should consider these comments in coordination with other agencies as applicable (RWQCB and the Air Quality Management District) before issuance of their final approval.

If the site development, site improvements and mitigations systems are not fully successful in keeping the site in compliance with the requirements of 27 CCR, Maintenance and Monitoring Standards; the LEA has the authority to further require the owner to implement additional remedial measures.

If you have any questions or comments, please do not hesitate to contact me at (916) 341-6696.

Sincerely,


 Glenn K Young, P.E.
 Closed, Illegal and Abandoned Sites Investigation Section Unit
 Engineering Support Branch
 Department of Resources Recycling and Recovery (CalRecycle)

EXHIBIT F

LEA Determination Conceptual Post Closure Plan

May 28, 2019

(Pages 1-2)

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

E. FELICIA BRANNON
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

May 28, 2019

Mr. Jonathan Lonner
BurnsBourchard
9619 National Blvd
Los Angeles, CA 90034

Subject: Mission Canyon No. 8 (SWIS No. 19-AA-0823)
LEA Determination on Conceptual Post Closure Land Use Plan

Dear Mr. Lonner,

On May 8, 2019, the City of Los Angeles Local Enforcement Agency (LEA) received a preliminary, conceptual Post Closure Land Use Plan for the proposed construction of residential buildings on Mission Canyon 8. The LEA has reviewed the plan and has no objections to the conceptual plan, albeit please note that this should not be construed to be an authorization from the LEA that the proposed use can or will be approved upon later submission of an actual final Post Closure Land Use Plan (PCLU) in accordance with Title 27 of the California Code of Regulations (CCR) Section 21190. In addition to the detailed description of the proposed land use, the three basic elements of such a plan are:

1. **“Phase I” Historical Study and “Phase II” Field Investigation:** Landfill investigation data (extents and characteristics) should provide the basis for the design of the post closure land-use development. Investigation data should include the horizontal and vertical limits of waste (particularly in the area of construction), and a volume estimate and waste characteristics. This data can be used to estimate clean-closure or consolidation and capping options. The use of historical aerial photographs, U.S.G.S. Topographic Maps, historical site topographic maps and imaging over lay capabilities, e.g. ArcGIS, Google Earth (to locate existing site features) are valuable resources in conducting extents investigations at former landfills
2. **Waste excavation management plan:** To the extent the investigation demonstrates the need for waste removal at or near the proposed land use, then a waste excavation management plan should be included detailing the process for the excavation, testing and disposition of wastes to an approved off-site disposal facility.
3. **Maintenance and Monitoring Plan:** As there are long-term maintenance and monitoring responsibilities associated with ownership of a disposal site, which are often intensified upon commencement of construction activities, the plan should also address the manner in which this will be accomplished, as well as the mechanisms to be employed to assure perpetual funding for these responsibilities.

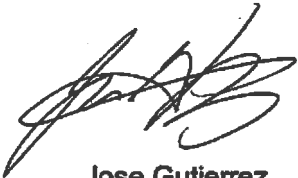
Finally, please note that the PCLUP is required to be approved by the LEA with concurrence from CalRecycle prior to the start of construction.

This letter nor the conceptual plan does not relieve the owner or operator from complying with all other local, state, and federal requirements. This letter should not be construed as an approval in any way of the conceptual plan.

The LEA and CalRecycle are available to meet to further discuss the requirements for a PCLUP or lessons learned at other developments at closed landfills throughout the state.

If you have any questions regarding the review of this notification package, please contact me at 213-252-3348.

Respectfully,



Jose Gutierrez
LEA Program Supervisor

cc. David Thompson, LEA
Steve Levine, CalRecycle

Ron Roque, LEA
Glenn Young, CalRecycle

Dawn Plantz, CalRecycle

EXHIBIT G

CalRecycle Emails Additional Conditions Post-Closure Approval, May-June 2019 (Pages 1-2)

Date : 6/5/2019 10:05:05 AM
From : "Levine, Steve@CalRecycle" Steve.Levine@CalRecycle.ca.gov
To : "Jose Gutierrez" jose.gutierrez@lacity.org, "David Thompson" david.thompson@lacity.org
Cc : "Young, Glenn@CalRecycle" Glenn.Young@CalRecycle.ca.gov, "Plantz, Dawn@CalRecycle" Dawn.Plantz@CalRecycle.ca.gov, "Mindermann, Wes@CalRecycle" Wes.Mindermann@CalRecycle.ca.gov, "Wochnick, Michael@CalRecycle" Michael.Wochnick@CalRecycle.ca.gov
Subject : RE: Mission Canyon 8 Draft
Attachment : 20190528 Approval Conceptual PCLUP Mission Canyon 8 (DT Comments).docx;

In addition to the comments below, attached are further suggested revisions to the letter for your consideration.

From: Plantz, Dawn@CalRecycle <Dawn.Plantz@CalRecycle.ca.gov>
Sent: Thursday, May 30, 2019 1:42 PM
To: Young, Glenn@CalRecycle <Glenn.Young@CalRecycle.ca.gov>; Jose Gutierrez <jose.gutierrez@lacity.org>; Levine, Steve@CalRecycle <Steve.Levine@CalRecycle.ca.gov>
Cc: David Thompson <david.thompson@lacity.org>; Mindermann, Wes@CalRecycle <Wes.Mindermann@CalRecycle.ca.gov>; Wochnick, Michael@CalRecycle <Michael.Wochnick@CalRecycle.ca.gov>
Subject: RE: Mission Canyon 8 Draft

Made a slight correction see red

From: Young, Glenn@CalRecycle
Sent: Thursday, May 30, 2019 10:52 AM
To: Jose Gutierrez <jose.gutierrez@lacity.org>; Levine, Steve@CalRecycle <Steve.Levine@CalRecycle.ca.gov>; Plantz, Dawn@CalRecycle <Dawn.Plantz@CalRecycle.ca.gov>
Cc: David Thompson <david.thompson@lacity.org>; Mindermann, Wes@CalRecycle <Wes.Mindermann@CalRecycle.ca.gov>; Wochnick, Michael@CalRecycle <Michael.Wochnick@CalRecycle.ca.gov>
Subject: RE: Mission Canyon 8 Draft

Jose – some recommended “heads up” additional development approval caveats –

May 28, 2019
Mr. Jonathan Lonner
BurnsBourchard
9619 National Blvd
Los Angeles, CA 90034

Subject: Mission Canyon No. 8 (SWIS No. 19-AA-0823)
LEA Determination on Conceptual Post Closure Land Use Plan

Dear Mr. Lonner,
On May 8, 2019, the City of Los Angeles Local Enforcement Agency (LEA) received a conceptual Post Closure Land Use Plan for the proposed construction of residential

buildings on Mission Canyon 8. The LEA has reviewed the plan and has no objections to the conceptual plan. However, the LEA will need to review and approve the final version of the Post Closure Land Use Plan (PCLUP) once all of the details of the project have been finalized. Prior to this time, the LEA cannot issue an approval of the final PCLUP. The final PCLUP shall comply with the requirements of Title 27 of the California Code of Regulations (CCR) Section 21190 and contain both a Phase 1 and Phase 2 assessment of the closed landfill. The PCLUP is required to be approved by the LEA with concurrence from CalRecycle prior to the start of construction.

Please note that this letter nor the conceptual plan does not relieve the owner or operator from complying with all other local, state, and federal requirements. This letter does not construe an approval in any way of the conceptual plan.

Additionally, the following requirements will be required as conditions for approval of the final post-closure land-use plan –

- The site will be required to meet disposal site state minimum standards as a condition of development, e.g. covered, graded, drainage & erosion controls in place, LFG monitoring and control in place
- Residential lots will not be located over waste-fill areas
- A scope of work and cost estimate to consolidate or clean-close waste fill areas where development will occur.
- A 100 foot remediation buffer zone (clean-soil) between waste fill areas and residential lots will be required
- A waste excavation and management plan will be required for any excavation, consolidation or removal of waste fill areas.
- Landfill gas monitoring wells will be required between disposal fill areas and residential lots.
- The development will provide for long-term landfill maintenance and monitoring of the Mission Canyon 8 Landfill (scope of work, cost estimate and assignment of responsibility); individual residential owners will not be held responsible for landfill maintenance, monitoring, investigation or remediation
- Responsibility for the landfill will be assigned to an "enduring entity" with the financial capability (or a formal financial mechanism in place) to maintain, monitor, investigate and remediate the landfill. It is recommended that the original operator of the site (County of Los Angeles Sanitation Districts) be included in discussions of assignment of long-term responsibilities for the Mission Canyon 8 Landfill; it should be noted that only local government agencies (and not private parties) can apply to the CalRecycle Solid Waste Clean-up Program for matching grants for former landfill remediation projects.
- A final parcel map for the tract will include the surveyed investigated boundaries of waste as they relate to residential parcels and will be recorded as a condition of development
- Deed and Land-use restrictions will be included as a condition of development that will provide LEA notification of property transfer or development and will prohibit any construction on landfill areas without approval from the LEA.

The LEA and CalRecycle are available to meet to further discuss the requirements for a PCLUP or lessons learned at other developments at closed landfills throughout the state.

If you have any questions regarding the review of this notification package, please contact me at 213-252-3348.