

Council Meeting of
July 7, 2009

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Approve a Water Pipeline Relocation Agreement to relocate a California Water Service Company water pipeline for the Del Amo Boulevard Extension, T-30. Expenditure: \$56,000

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve a Water Pipeline Relocation Agreement with the California Water Service Company to establish the terms and conditions for the City to relocate an existing 18-inch water pipeline for the Del Amo Boulevard Extension Project, T-30; and
2. Authorize the Mayor and City Clerk to execute the Water Pipeline Relocation Agreement and any and all other documents related to the establishment of easements for the 18-inch water pipeline, without further action by the City Council.

Funding

Funding is available from the Del Amo Boulevard Extension, T-30.

BACKGROUND AND ANALYSIS

The California Water Service Company (“Cal Water”) owns, operates and maintains an 18-inch water pipeline within the alignment of the proposed future section of Del Amo Boulevard between Maple Avenue and Crenshaw Boulevard. The City will be relocating a portion of Cal Water’s water pipeline to accommodate the future construction of the Del Amo Boulevard Extension, T-30. The water pipeline will be relocated to an area outside the limits of the new roadway pavement so that Cal Water will be able to maintain its relocated water pipeline without any impact to the future Del Amo Boulevard roadway.

The proposed Water Pipeline Relocation Agreement between Cal Water and the City establishes the terms and conditions of both parties for the relocation of the water

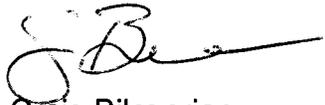
pipeline. Also included are a not-to-exceed amount of \$49,000 for Cal Water to perform inspection services for the relocation of the 18-inch water pipeline and a not-to-exceed allowance of \$7,000 to pay BNSF Railway for pipeline licenses for the 18-inch water pipeline where it will cross under the BNSF Railway at two locations. The Agreement also requires the City to grant and/or facilitate the granting of easements needed for the relocation of the water pipeline. This is consistent with all other Agreements previously executed for this project. Staff has reviewed the Water Pipeline Relocation Agreement and recommends its approval.

The estimated cost to relocate Cal Water's pipeline is \$575,000; however, the relocation work will be included in the City's construction contract for the Del Amo Boulevard Extension, T-30.

It is anticipated that the Del Amo Boulevard Extension, T-30 will be advertised for bid in fall 2009.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Craig Bilezerian
Engineering Manager



Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

for

Attachment: A. Water Pipeline Relocation Agreement

City of Torrance

UTILITY AGREEMENT

COUNTY	DISTRICT	T.G. PAGE	T.G. GRID	PROJECT #
Los Angeles	7	763	E-4, F-4	RSTPL-5249(014)
Federal Aid No. EA #:07-4U3154L				
Owner's File No. 00015416				
FEDERAL PARTICIPATION: On the Project: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
On the Utilities: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

WATER PIPELINE RELOCATION AGREEMENT

This Water Pipeline Relocation Agreement ("Agreement") is made and entered into as of _____, 2009, by and between California Water Service Company, ("Cal Water"), and the City of Torrance, a municipal corporation, ("City") (Cal Water and the City may also be identified herein as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the City proposes to construct an extension of Del Amo Boulevard between Crenshaw Boulevard and Maple Avenue ("Project") that includes the construction of a proposed bridge over the Burlington Northern Santa Fe railroad tracks in the City of Torrance, Los Angeles County, California.

WHEREAS, Cal Water owns, operates and maintains a water pipeline and related facilities located, in part, within 1) existing street right of way for Del Amo Boulevard east of Maple Avenue; 2) Burlington Northern and Santa Fe Railway Company's ("BNSF") property located at Harbor Subdivision Mile Post 20.16 (APN 7352-002-819 & -820); 3) Los Angeles County Metropolitan Transportation Authority's ("LACMTA") property located at Harbor Subdivision Mile Post 20.16 (APN 7352-002-905); and 4) ExxonMobil Oil Company's ("ExxonMobil") Torrance refinery located at 3700 West 190th Street, Torrance, CA 90504 (APN 7352-002-023), hereinafter referred to as "Existing Pipeline."

WHEREAS, the Existing Pipeline is within the limits of the Project and must be, in part, relocated to accommodate the Project and also to be accessible to Cal Water subsequent to construction of the Project.

WHEREAS, Cal Water, successor to Dominguez Water Corporation, is the holder of a permanent easement from ExxonMobil, successor to Mobil Oil Corporation and General Petroleum Corporation, for the Existing Pipeline pursuant to the terms and conditions of a Right of Way Agreement, dated May 2, 1972 ("Right of Way Agreement").

WHEREAS, Mobil Oil Corporation granted the City real property which overlaps a portion of Cal Water's permanent easement as stated in the Right of Way Agreement pursuant to Document Number 77-395341 recorded on April 19, 1977 in the Official Records of the Los Angeles County Recorder's Office.

WHEREAS, the portion of the relocated waterline that is on City property and will be relocated as part of this Project on City property will not be subject to a franchise fee in this area.

NOW THEREFORE, in consideration of the terms and provisions herein contained, the Parties agree as follows:

I. Work to be Done:

1. In accordance with Notice to Owner No. 2 dated April 27, 2009, the City shall relocate Cal Water's Existing Pipeline as shown on Cal Water's Plan No. DOM-0328 dated March 19, 2009, which plans are included in the City's Contract Plans for the improvement of the Project which, by this reference are made a part hereof.

The City shall perform the reroute of Transmission Water Pipeline, which includes the appropriate closure of that portion of the Existing Pipeline within the existing street right of way for Del Amo Blvd., BNSF property (APN 7352-002-819 & -820), LACMTA property (APN 7352-002-905), and ExxonMobil property (APN 7352-002-023) as designated on Exhibit A and by construction of a new pipeline (the "New Pipeline") within the existing street right of way for Del Amo Boulevard west of Madrona Avenue, TMT South Bay Business Park's ("TMT") property located at 2807 Oregon Court, Torrance, CA 90503 (APNs 7352-009-027), BNSF property located at Harbor Subdivision MP 20.19 (APN 7352-002-812 & -818), LACMTA property located at Harbor Subdivision MP 20.19 (APN 7352-002-903), DOW Chemical Company's ("DOW") property located at 305 Crenshaw Boulevard, Torrance, CA 90503 (APN 3752-00002-017) and ExxonMobil property located at 3700 West 190th Street, Torrance, CA 90504 (APN 7352-002-023) indicated on Exhibit A, which by this reference are made a part hereof. CAL WATER hereby acknowledges review of the CITY's plans for work and agrees to the construction in the manner proposed.

2. Deviations from CAL WATER's plan described above initiated by either the CITY or CAL WATER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Under such Revised Notices to Owner, approved by the CITY and acknowledged by CAL WATER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by CAL WATER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement and a Revised Notice to Owner. CAL WATER shall have the right to inspect the work during construction. Upon completion of the work by the CITY, CAL WATER agrees to accept ownership and maintenance of the constructed facilities and relinquishes ownership of the replaced facilities.

II. Liability for Work:

1. Existing facilities are located in their present position pursuant to rights superior to those of the CITY and the affected portion of CAL WATER's 18" Existing Pipeline will be relocated at the CITY's expense.
2. The facilities are also services installed and maintained on private property required for highway purposes and will be relocated at the CITY's expense.

III. Performance of Work:

1. CAL WATER shall have access to all phases of the relocation work to be performed by the CITY for the purpose of inspection to ensure that the work is in accordance with the specifications

contained in the Construction Contract; however, all questions regarding the work being performed will be directed to the CITY's Resident Engineer for their evaluation and final disposition.

2. The CITY will cause the relocation of the work as stated in Section I-1 above by the CITY's Contractor and will furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and prosecute said work diligently to completion.

IV. Payment for Work:

1. The CITY shall pay its share of the actual cost for CAL WATER to furnish supervision for the construction of the relocation of the Existing Pipeline herein described within 90 days after receipt of CAL WATER's itemized bill in quintuplicate, signed by a responsible official of CAL WATER's organization and prepared on CAL WATER's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for CAL WATER by the California Public Utilities Commission (PUC).
2. It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of CAL WATER's facilities in the new location.
3. The estimated cost for work CAL WATER will perform due to the CITY's Project is \$49,000 per Exhibit B. The estimated Salvage Credit is \$0 as CAL WATER will not remove and/or retain materials from the construction project. Accrued depreciation credits are not applicable as payment is for inspection and review costs only.
4. Not more frequently than once a month, but at least quarterly, CAL WATER will prepare and submit progress bills for costs incurred not to exceed CAL WATER's recorded costs as of the billing date less estimated credits. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by the CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.
5. CAL WATER shall submit a final bill to the CITY within 180 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 180 days after notification of completion of CAL WATER's work described in Section I of this Agreement, and CITY has delivered to CAL WATER full executed Director's Deeds, Amendments to Right of Way Agreements, Licenses Consents to Common Use or Joint Use Agreements as required for CAL WATER's facilities; CITY will provide written notification to CAL WATER of its intent to close its file within 30 days and CAL WATER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.
6. The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from CAL WATER. If the final bill exceeds CAL WATER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.
7. In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended

Agreement shall be executed by the parties to this Agreement prior to the payment of CAL WATERs final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of the CITY.

8. Detailed records from which the billing is compiled shall be retained by CAL WATER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by the CITY and/or Federal Auditors.”

V. General Conditions:

1. All costs accrued by CAL WATER as a result of the CITY’s request of January 15, 2009 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.
2. If the CITY’s project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by CAL WATER, the CITY will notify CAL WATER in writing, and the CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.
3. CAL WATER shall submit a Notice of Completion to the CITY within 30 days of the completion of work for which CAL WATER may bill the CITY described herein.
4. CITY will grant CAL WATER a utility easement for the construction, operation, and maintenance of a water pipeline in the utility easement that the CITY acquired from TMT South Bay Business Park, Inc. (“TMT”). The utility easement from CITY to CAL WATER in the TMT utility easement is attached as Exhibit C. Additionally, CITY will grant CAL WATER a utility easement for the construction, operation, and maintenance of a water pipeline in the utility easement that the CITY acquired from DOW CHEMICAL COMPANY (“DOW”). The utility easement from CITY to CAL WATER in the DOW utility easement is attached as Exhibit D. The granting of easements for a water pipeline on the DOW utility easement and the TMT utility easement does not alter or diminish the prior rights that CAL WATER claims to have on these properties. Any prior rights that CAL WATER has regarding the existing water pipeline on CITY property as shown in Exhibit A will be recognized in the new location of the water pipeline on CITY property as shown in Exhibit A.
5. If CAL WATER has to acquire Pipeline License Agreements from BNSF, then the City will pay an amount not to exceed \$7,000 for these Pipeline License Agreements unless prior approval is given by the CITY. Said property shall be appraised and acquired in accordance with lawful acquisition procedures.
6. It is understood that said highway is a federal-aid highway and accordingly, 23 CFR 645 is hereby incorporated into this Agreement.
7. The CITY shall indemnify, defend and hold CAL WATER, its officers, agents, employees, successors and assigns harmless from and against any and all losses, liabilities, claims, and damages including claims for personal injury or property damages arising from or in any way associated with the construction of the water line relocation. However, this indemnification will

terminate for that portion of the water line relocation, if CAL WATER or its agents, conduct or perform any repair, maintenance or emergency work that would disturb or modify the existing condition of the water line relocation as constructed by the City.

8. The CITY's general contractor for the Work of Construction shall maintain a general liability insurance with an insurance company acceptable to CAL WATER with limits of liability in excess of \$1,000,000, for each occurrence and \$5,000,000 in the aggregate, and which names California Water Service Company as an Additional Insured thereunder. The CITY shall provide CAL WATER with a certificate evidencing such insurance coverage, which provides that CAL WATER shall receive written notification at least 30 days prior to any cancellation thereof. The CITY shall provide the certificate of insurance described herein prior to the commencement of work on the Work of Construction by the CITY, and of its employees, agents, contractors or subcontractors.
9. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be provided as follows:
 - (a) Notice shall be sufficiently given for all purposes when provided as follows:
 - (i) Personal Delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (ii) First Class Mail. When mailed first class to the last address of the recipient known to the Party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (iii) Certified Mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (iv) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to sender's account: notice effective on delivery, if delivery confirmed by the delivery service.
 - (v) Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the Party giving notice: notice is effective on receipt. Any notice by fax is deemed received on the next business day if it is received after 5:00p.m. (recipient's time) or on a non-business day.

- (b) Addresses for purpose of giving notice are as follows:

CAL WATER: California Water Service Company (General Office)
 Corporate Headquarters
 Attn: Corporate Secretary
 1720 North First Street
 San Jose, CA 95112

with a copy to: California Water Service Company
 Attn: District Manager
 2632 W. 237th Street
 Torrance, CA 90505
 Fax: (310)325-4152

CITY: City of Torrance
 City Clerk
 3031 Torrance Boulevard
 Torrance, CA 90503
 Fax: (310) 618-2931

with a copy to: City of Torrance
 Public Works Department
 20500 Madrona Avenue
 Torrance, CA 90503
 Fax: (310) 618-2822

- (c) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
 - (d) Either Party may change its address or fax number by giving the other Party notice of the change in any manner permitted by this Agreement.
10. This Agreement and any exhibits are binding on the successors and assigns of the Parties. The Agreement may not be assigned by either Party without the prior written consent of the other. This Agreement represents the entire understanding of the Parties as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. This Agreement may not be modified or altered except in writing signed by both Parties.
 11. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.
 12. This Agreement will be administered and interpreted under the laws of the State of California.
 13. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A Party's consent or approval of any act by the other Party requiring the first Party's consent or approval will not be deemed to waive or render unnecessary that Party's consent or approval of any subsequent act. Any waiver by either Party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.
 14. All exhibits identified in this Agreement are incorporated into the Agreement by this reference.
 15. The person(s) executing this Agreement on behalf of each Party warrant that they are duly authorized to execute this Agreement on behalf of such Party.
 16. With the exception of willful misconduct or gross negligence, neither CAL WATER nor the CITY shall be liable to the other for any special or consequential damages.

17. Notwithstanding anything to the contrary in this Agreement, each Party shall bear full responsibility, without limit, for its gross negligence or willful misconduct attributable to its managerial or senior supervisory personnel and, in no event, will a Party be required to release or indemnify the other Party for gross negligence or willful misconduct attributable to the other Party's managerial or senior supervisory personnel.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below their respective signatures, but effective as of the date first above written.

CITY OF TORRANCE

A Municipal Corporation

By: _____
Frank Scotto, Mayor

ATTEST:

By: _____
Sue Herbers, City Clerk

DATED: _____

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

CALIFORNIA WATER SERVICE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

- Attachments: Exhibit A Plan
- Exhibit B Cost Estimate
- Exhibit C TMT Utility Easement
- Exhibit D Dow Utility Easement

EXHIBIT A
PLAN

EXHIBIT B
Cost Estimate

EXHIBIT B

PROJECT ESTIMATE



PROJECT DESCRIPTION:	Del Amo Extention
PROJECT ID:	15416
BUDGET YEAR:	2009
BUDGET VALUE:	\$49,000

DISTRICT:	DOM
PREPARED BY:	J. Cabradilla
TITLE:	Associate Engineer
DATE:	May 2009

I. Design Oversight

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL	COST BASIS
CWS Engineering - Civil	40	HR.	\$79.69	\$3,188	Estimated
CWS Field MGR / SUPV	16	HR.	\$71.71	\$1,147	Estimated
SUBTOTAL DESIGN OVERSITE				\$4,335	
0% ESCALATION				\$0	(5% per year)
SUBTOTAL DESIGN OVERSITE				\$4,335	
10% CONTINGENCY				\$433	
SUBTOTAL DESIGN OVERSITE				<u>\$4,768</u>	

II. Construction Oversight*

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL	COST BASIS
CWS Engineering - Civil	100	HR.	\$79.69	\$7,969	Estimated
CWS Field MGR/SUPV	100	HR.	\$71.71	\$7,171	Estimated
CWS Field Labor / EMT (Inspection)	320	HR.	\$52.09	\$16,669	Estimated
CWS Field Labor / EMT (Leak Crew)	40	HR.	\$52.09	\$2,084	Estimated
CWS Field Labor / EMT (Leak Crew)	40	HR.	\$52.09	\$2,084	Estimated
SUBTOTAL CONSTRUCTION OVERSITE				\$35,976	
0% ESCALATION				\$0	(5% per year)
SUBTOTAL CONSTRUCTION OVERSITE				\$35,976	
10% CONTINGENCY				\$3,598	
SUBTOTAL CONSTRUCTION OVERSITE				<u>\$39,574</u>	
PROJECT SUBTOTAL				<u>\$44,342</u>	
10% OH				\$4,434	
PROJECT SUBTOTAL				<u>\$48,776</u>	
PROJECT TOTAL				<u><u>\$49,000</u></u>	

Note:

* The number of hours is base on three months timeline project.

EXHIBIT C
TMT Utility Easement

EXHIBIT C

PORTION OF APN. 73S2-009-027

UTILITY EASEMENT FOR WATER PIPELINE PURPOSES

The City of Torrance grants the following Utility Easement for the construction, operation, and maintenance of a water pipeline to California Water Service Company.

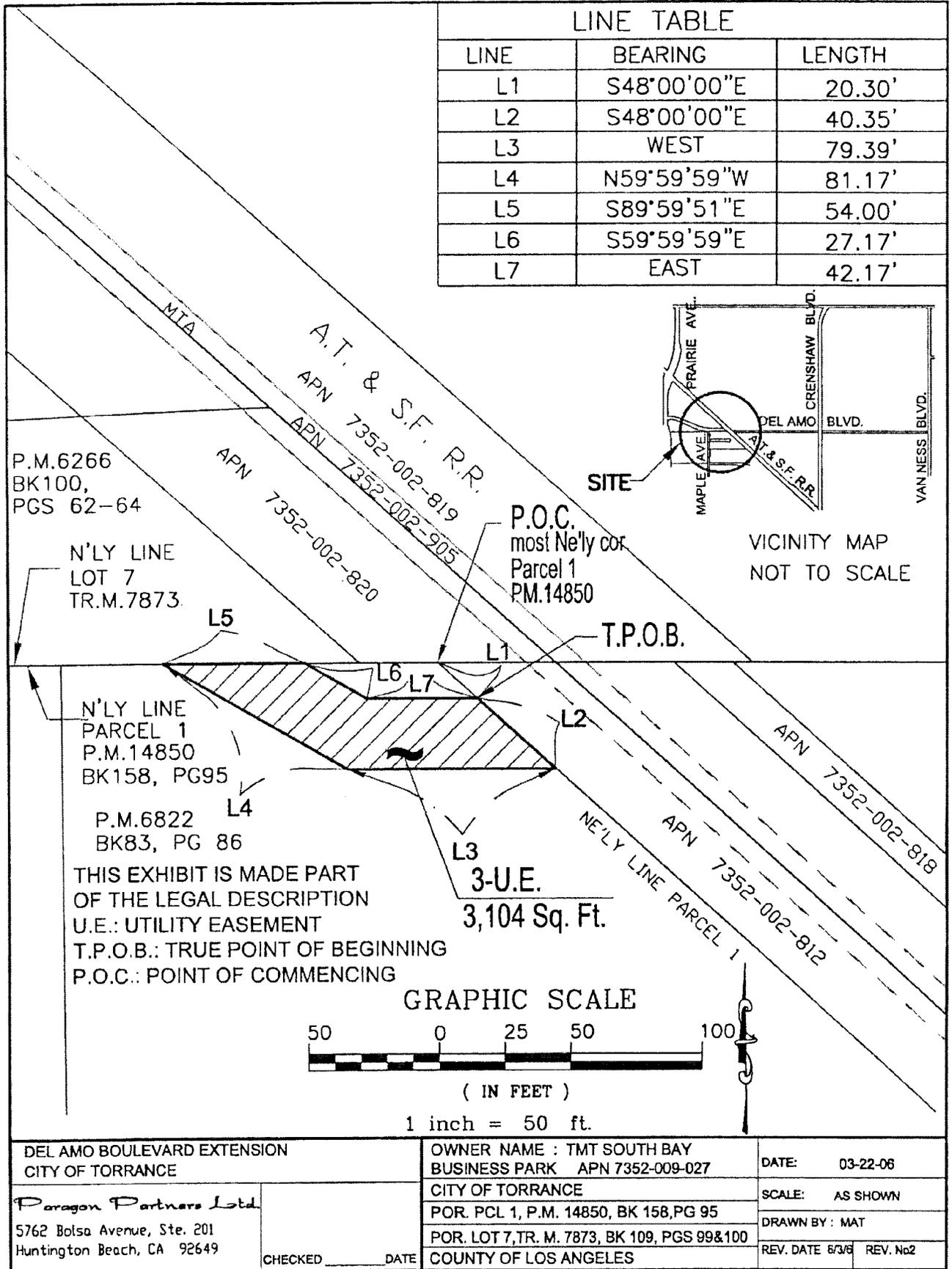
THAT PORTION OF PARCEL 1 IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP No. 14850 AS FILED IN BOOK 158, PAGES 94 AND 95 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SOUTH 48°00'00" EAST, 20.30 FEET TO THE **TRUE POINT OF BEGINNING**, SAID LAST MENTIONED LINE ALSO BEING THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY, 60 FEET WIDE, OF THE SANTA FE AND LOS ANGELES HARBOR RAILWAY COMPANY AS DESCRIBED IN PARCEL 1 OF DEED DATED JUNE 14, 1922, RECORDED JULY 1, 1922 IN BOOK 1261, PAGE 48, OFFICIAL RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 48°00'00" EAST, 40.35 FEET; THENCE WEST 79.39 FEET; THENCE NORTH 59°59'59" WEST 81.17 FEET TO THE NORTHERLY LINE OF SAID FIRST MENTIONED PARCEL 1, SAID NORTHERLY LINE ALSO BEING THE NORTHERLY LINE OF LOT 7, AS SHOWN ON TRACT MAP No. 7873, RECORDED IN BOOK 109, PAGES 99 AND 100 OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°59'51" EAST, 54.00 FEET; THENCE SOUTH 59°59'59" EAST, 27.17 FEET; THENCE EAST TO SAID NORTHEASTERLY LINE OF PARCEL 1, A DISTANCE OF 42.17 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 3,104 SQUARE FEET OR 0.071 ACRES MORE OR LESS.

SEE EXHIBIT "C-2" MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

EXHIBIT C-2



LINE TABLE		
LINE	BEARING	LENGTH
L1	S48°00'00"E	20.30'
L2	S48°00'00"E	40.35'
L3	WEST	79.39'
L4	N59°59'59"W	81.17'
L5	S89°59'51"E	54.00'
L6	S59°59'59"E	27.17'
L7	EAST	42.17'

P.M.6266
BK100,
PGS 62-64

N'LY LINE
LOT 7
TR.M.7873

N'LY LINE
PARCEL 1
P.M.14850
BK158, PG95

P.M.6822
BK83, PG 86

THIS EXHIBIT IS MADE PART
OF THE LEGAL DESCRIPTION
U.E.: UTILITY EASEMENT
T.P.O.B.: TRUE POINT OF BEGINNING
P.O.C.: POINT OF COMMENCING

P.O.C.
most N'ly cor.
Parcel 1
PM.14850

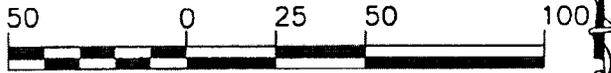
SITE

T.P.O.B.

3-U.E.
3,104 Sq. Ft.

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

DEL AMO BOULEVARD EXTENSION CITY OF TORRANCE		OWNER NAME : TMT SOUTH BAY BUSINESS PARK APN 7352-009-027	DATE: 03-22-06
Paragon Partners Ltd. 5762 Bolsa Avenue, Ste. 201 Huntington Beach, CA 92649		CITY OF TORRANCE	SCALE: AS SHOWN
CHECKED _____ DATE _____		POR. PCL 1, P.M. 14850, BK 158, PG 95	DRAWN BY : MAT
		POR. LOT 7, TR. M. 7873, BK 109, PGS 99&100	REV. DATE 6/3/06 REV. No2
		COUNTY OF LOS ANGELES	

EXHIBIT D
Dow Utility Easement

EXHIBIT "D"

Portion of APN. 7352-002-017

UTILITY EASEMENT FOR WATER PIPELINE PURPOSES

The City of Torrance grants the following Utility Easement for the construction, operation, and maintenance of a water pipeline to California Water Service Company.

THAT PORTION OF LOT 8, OF TRACT 7873, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER RECORDED IN BOOK 109, PAGES 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 8 WITH THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN 15.00 FOOT WIDE PARCEL OF LAND DEEDED BY CHANSLOR-CANFIELD MIDWAY OIL COMPANY TO THE ATCHISON, TOPEKA AND SANTA FE RAIL COMPANY FOR RIGHT OF WAY PURPOSES BY DEED DATED AUGUST 2, 1948 AND RECORDED IN BOOK 28452, PAGE 315 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 48°00'00" EAST, 20.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST, 121.31 FEET; THENCE SOUTH 79°00'00" EAST, 304.12 FEET; THENCE SOUTH 89°59'51" EAST, 826.17 FEET; THENCE SOUTH, 37.35 FEET; THENCE NORTH 89°59'51" WEST, 148.61 FEET; THENCE NORTH 84°13'45" WEST, 103.18 FEET; THENCE NORTH 89°59'51" WEST, 577.50 FEET; THENCE NORTH 79°00'00" WEST, 304.12 FEET; THENCE WEST 88.72 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE RAILROAD RIGHT OF WAY; THENCE NORTH 48°00'00" WEST, 40.36 FEET ALONG SAID NORTHEASTERLY LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING 35,453 SQUARE FEET OR 0.81 ACRES MORE OR LESS.

SEE EXHIBIT "D-2" MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

EXHIBIT D-2

