

COLANTUONO
HIGHSMITH
WHATLEY, PC

ALEKS R. GIRAGOSIAN | (213) 542-5734 | AGIRAGOSIAN@CHWLAW.US

MEMORANDUM

TO: Beverly Grossman Palmer, Esq. FILE NO: 49011.0048
Strumwasser & Woocher, LLP
Jennifer Lynch, Esq.
Manatt, Phelps & Phillips, LLP

FROM: Aleks R. Giragosian, Esq. DATE: May 13, 2022
City of Sierra Madre

CC: Jose Reynoso, City Manager
Vincent Gonzalez, Director of Planning and Community Preservation

RE: Analysis of Claims Made in April 6, 2022 Letter from Beverly Grossman
Palmer Regarding The Meadows at Bailey Canyon Project

I write in response to the claims made in the April 6, 2022 letter from Beverly Grossman Palmer regarding The Meadows at Bailey Canyon (“Project”). Ms. Grossman Palmer alleges multiple deficiencies in the Project application. This memorandum will only analyze her claims regarding the need to recirculate the Final Environmental Impact Report (“EIR”) and the propriety of a lot line adjustment.

Planning staff and the City Attorney’s office conclude recirculation of the Final EIR is not required because the addition of the offsite widening of Carter Avenue:

- (1) does not introduce significant new information that the Draft EIR has not already addressed and
- (2) members of the public have not been deprived of a meaningful opportunity to comment upon the potentially substantial adverse environmental impacts for the Project.

790 E. COLORADO BOULEVARD, SUITE 850, PASADENA, CALIFORNIA 91101-2109 | (213) 542-5700

GRASS VALLEY | PASADENA | SACRAMENTO | SOLANA BEACH | SONOMA

Planning staff and the City Attorney's office also conclude that the lot line adjustment application is appropriate because the Project area includes three separate parcels, not a single parcel as claimed by Ms. Grossman Palmer.

BACKGROUND

On April 6, 2022, the City received a letter from Ms. Beverly Grossman Palmer of Strumwasser & Woocher, LLP, counsel for the organization Protect Sierra Madre. Included as Attachment A is a copy of the "First Grossman Palmer Letter." The letter makes a number of claims, including that the Final EIR must be recirculated and that the Project does not qualify for a lot line adjustment.

If the Final EIR were to be recirculated, the review process would pause, and the Final EIR would undergo another 30-day written public comment period. The City would then respond to each of the comments in a revised Final EIR. Only then could the Planning Commission and City Council continue to consider the Project.

Further, the First Grossman Palmer Letter asserts that a lot line adjustment is not the appropriate procedure "because the adjustment would create two legal parcels where there is presently only one."¹ If the assertion were correct, the City would need to process a tentative parcel map instead of a lot line adjustment, which would require the applicant to revise its application.

On April 7, 2022, the City received a rebuttal letter from Jennifer Lynch of Manatt, Phelps & Phillips, LLP, counsel for the developer New Urban West, Inc. Included as Attachment B is a copy of the "First Lynch Letter." On April 14, 2022, the City Attorney's office requested clarification regarding a number of the claims made in the First Lynch Letter. On April 20, 2022, the City received a second letter from Ms. Lynch answering some of the questions raised. Included as Attachment C is a copy of the "Second Lynch Letter." On May 5, 2022, the City received Ms. Grossman Palmer's response to the First Lynch Letter. Included as Attachment D is a copy of the "Second Grossman Palmer Letter."

¹ First Grossman Palmer Letter, p 13.

THE LEGAL STANDARD FOR RECIRCULATION

The legal standard for recirculation is articulated in the CEQA law and the corresponding regulation. The CEQA law states,

“When **significant new information** is added to an environmental impact report after notice has been given ... and consultation has occurred ..., but prior to certification, the public agency shall give notice again ... and consult again ... before certifying the environmental impact report.”²

The CEQA regulation states,

“A lead agency is required to recirculate an EIR when **significant new information** is added to the EIR after public notice is given of the availability of the draft EIR for public review ... the term ‘information’ can include changes in the project or environmental setting as well as additional data or other information.”³

It is undisputed that the proposed offsite widening of Carter Avenue was “added to the EIR after public notice [was] given of the availability of the draft EIR for public review.” It is also undisputed that the offsite widening of Carter Avenue constitutes information because it proposes “changes in the project” and offers “additional data.” The issue is whether the inclusion constitutes **significant new information** requiring recirculation.

THE PROJECT EIR’S ADJUSTMENTS ARE UNLIKE THOSE CONTAINING SIGNIFICANT NEW INFORMATION

The CEQA regulation provides examples of when a change to the project would constitute significant new information. It states:

“Significant new information” requiring recirculation include, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

² Pub. Res. Code, § 21092.1.

³ 14 CCR § 15088.5(a).

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.

(4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.”

Regarding the first example, the First Grossman Palmer Letter does not identify any new significant environmental impacts. It claims that the offsite widening of Carter Avenue imposes impacts on mature trees (pp. 4–6), ecologically sensitive areas (pp. 6–7), traffic related safety and noise concerns (p. 7), county stormwater drains (p. 8), water infrastructure (pp. 8–9), wildfire related risks (p. 9). But both the Draft EIR and Final EIR addressed these issues, including mature trees (Section 4.4), ecologically sensitive areas (Sections 4.4 and 4.7), traffic related safety and noise concerns (Sections 4.13 and 4.17), county stormwater drains (Section 4.10), water infrastructure (Section 4.10), and wildfire related risks (Section 4.20). Further, the Final EIR does not propose any new mitigation measures associated with impacts from the proposed offsite widening of Carter Avenue.

Regarding the second example, the First Grossman Palmer Letter does not identify a substantial increase in the severity of the existing environmental impacts. With respect to transportation, the Draft EIR and Final EIR both conclude the impacts would be less than significant and do not require mitigation. With respect to the Project, in general, the offsite widening of Carter Avenue would not substantially increase the severity of any existing environmental impacts.

- The Draft EIR proposed the removal of 101 trees, 10 of which are protected. The Final EIR proposes the removal of 105 trees, 10 of which are protected, and an additional 10 trees whose root systems will be impacted, 4 of which are protected. Removal of 4 additional trees and an impact on 10 others, out of a total of 117 trees, does not constitute a substantial increase in the severity of an existing environmental impact justifying recirculation. Especially given the protected tree replacement mitigation measures.

- The Draft EIR and Final EIR analyze the Project's impact on the ecologically sensitive geology and soils and animal and plant species, including nesting birds. The First Grossman Palmer Letter claims the offsite widening of Carter Avenue impacts "the most ecologically sensitive part of the entire project," but fails to mention how the existing environmental impacts will substantially increase.
- The Draft EIR and Final EIR state, "Carter Avenue would be improved to provide secondary egress and ingress access to the site."⁴ The EIR relies on a "select zone analysis" using the Southern California Association of Governments travel demand model to determine that only 16 percent of trips to and from the project will use Carter Avenue. While the First Grossman Palmer Letter challenges these findings, it does not claim the offsite expansion of Carter Avenue will substantially increase any traffic or noise related impacts.
- The First Grossman Palmer Letter correctly claims, "the proposed off-site road widening would undeniably increase the area covered by impervious surfaces."⁵ But the increase contemplated is only 24 feet of additional roadway and 6 feet of sidewalk. "The total off-site improvement area would be approximately 4,560 square feet (0.10 acres)."⁶ That is 0.10 acres of a 17.3-acre development. Such a small increase is unlikely to substantially increase impacts on stormwater drains, especially since final drainage plans need to be approved by the City to ensure proper stormwater and drainage retention and conveyance consistent with State law and the City's municipal separate storm sewer system permit.
- Both the Draft EIR and Final EIR contemplate the replacement of the 8-inch water main with a 12-inch water main.⁷ While the First Grossman Palmer Letter challenges the adequacy of the information, it does not claim the offsite expansion of Carter Avenue will substantially increase any impacts to the water infrastructure.

⁴ Draft EIR, ES-1; Final EIR, ES-1

⁵ First Grossman Palmer Letter, p. 8.

⁶ Final EIR, 3-8.

⁷ Draft EIR, 3-6; Final EIR, 3-6.

- Both the Draft EIR and Final EIR contemplate access and evacuation issues in case of a wildfire. Here, the offsite expansion of Carter Avenue would actually mitigate, not exacerbate, any potential access and evacuation issues. The First Grossman Palmer letter does not state otherwise, but merely questions why the expansion was not discussed earlier and why a stop sign was included in the project.

Regarding the third example, the First Grossman Palmer Letter does not identify a feasible project alternative or mitigation measure that the Project proponent has declined to adopt.

Regarding the fourth example, the First Grossman Palmer Letter does not assert that the Draft EIR is so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

THE PROJECT MAKES INSIGNIFICANT MODIFICATIONS IN AN ADEQUATE EIR AND DOES NOT DEPRIVE THE PUBLIC OF THE OPPORTUNITY FOR COMMENT

The CEQA regulations state, “Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.”⁸ “As the California Supreme Court observed ... ‘the final EIR will almost always contain information not included in the draft EIR’ given the CEQA statutory requirements of circulation of the draft EIR, public comment, and response to these comments prior to certification of the final EIR. ... But ‘recirculation was intended to be an exception, rather than the general rule.’”⁹ Here, the Final EIR “makes insignificant modifications in an adequate EIR.”

In *Spring Valley Lake Assn. v. City of Victorville*, the court stated:

[R]evisions to the traffic impacts analysis did not warrant recirculation. The revisions to the traffic impacts analysis were prompted by the City's decision to delay realigning a road near the project. The potential for the delay and its impacts were addressed in the draft EIR's traffic impacts analysis and revisions to this analysis merely clarified how the delay would impact the level of service at affected intersections. As the project would not cause the level of service at any of the affected intersections to become

⁸ 14 CCR § 15088.5(b).

⁹ *South County Citizens Smart Growth v. County of Nevada* (2013) 221 Cal.App.4th 316, 328.

deficient, we cannot conclude the revisions deprived the public of a meaningful opportunity to comment on a substantial adverse environmental effect.

There is also substantial evidence to support the City's determination the revisions to the biological resources impacts analysis did not warrant recirculation. These revisions updated the size of the streambed area potentially impacted by the project and the number and type of special-status plant species to be included in spring surveys. As the revisions did not change the nature of the potential impacts, their likelihood to occur, or the mitigation for them, we cannot conclude the revisions deprived the public of a meaningful opportunity to comment on a substantial adverse environment effect.¹⁰

Like the revised biological resources impacts analysis in *Spring Valley Lake Assn. v. City of Victorville*, the Final EIR updates the size of the potentially impacted area. As the inclusion of the offsite expansion of Carter Avenue does “not change the nature of the potential impacts, their likelihood to occur, or the mitigation for them, we cannot conclude the revisions deprived the public of a meaningful opportunity to comment on a substantial adverse environment effect.”

Under the CEQA regulation, “New information added to an EIR is not ‘significant’ unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project’s proponents have declined to implement.”¹¹ Therefore, the focus of the inquiry should be whether the public has been deprived of a meaningful opportunity to comment.

In *Silverado Modjeska Recreation & Park Dist. v. County of Orange*, the court states:

[T]he county's focus and our focus must be on whether the information Haase reported was necessary to provide the public a meaningful opportunity to comment on the impact of the project on arroyo toads ... As we have seen, this precise circumstance—the likelihood toads were in fact

¹⁰ *Spring Valley Lake Assn. v. City of Victorville* (2016) 248 Cal.App.4th 91, 107-108.

¹¹ 14 CCR § 15088.5(a).

undetected but present near the project site—was the subject of comments on the draft 2003 EIR, the county's response to those comments and Rural Canyons's own 2003 petition ...

Given this record, the county could quite reasonably conclude recirculation to include Haase's observation was not necessary to permit the public to make intelligent and meaningful comments on the impact of the project on arroyo toads. Rather, the county could reasonably conclude that the abundant record of prior public participation on the precise issue implicated by Haase's observation relieved the county of any obligation to recirculate either the 2003 EIR or the SEIR.¹²

As in *Silverado Modjeska Recreation & Park Dist.*, here, the inclusion of the offsite expansion was added to address the public comments regarding Carter Avenue in the Draft EIR. The First Grossman Palmer Letter's claims regarding the absence of meaningful public comment are belied by the public comments regarding Carter Avenue. As a result, the City may "reasonably conclude that the abundant record of prior public participation on the precise issue implicated" is enough to relieve the City of the obligation to recirculate the Final EIR.

A LOT LINE ADJUSTMENT IS APPROPRIATE BECAUSE THERE ARE THREE SEPARATE PARCELS

The First Grossman Palmer Letter asserts the lot line adjustment is improper "because it creates two parcels from one legal parcel."¹³ They claim "property transfer records that reveal that this parcel has been consistently treated a[s] a singular lot, with no prior transaction ever referencing any of the alleged three existing separate parcels. That is because at least as far back as 1909 the property was treated as a whole and the boundaries between the various historic sections and the Sierra Madre tract were included only as reference points, not as separate parcels conveyed in the same conveyance."¹⁴

The claim is contradicted by the legal description in the Preliminary Title Report by Chicago Title Company dated May 18, 2020 ("Title Report"), which describes the

¹² *Silverado Modjeska Recreation & Park Dist. v. County of Orange* (2011) 197 Cal.App.4th 282, 305-307.

¹³ First Grossman Palmer Letter, p. 15.

¹⁴ First Grossman Palmer Letter, p. 15.

subject property as portions of 1) Lot 1 of Section 17, 2) Lot 19 of the Sierra Madre Tract, and 3) Lot 20 of the Sierra Madre Tract. All three of these properties were created in the late 1800s and are now far smaller as a result of further subdivisions within their boundaries which have reduced their size.

According to David Knell, the licensed professional land surveyor for the Project, “For ease in describing the property, the current legal description was crafted by the use of EXCEPTIONS, meaning that instead of using a lengthy and cumbersome metes and bounds legal description (in which every course is described by a bearing and distance), the legal description scrivener chose to write a description in which the greater property is described and then excepts out all of the conveyances to others after the original legal description was created (Parcel 4 in the deed recorded in Book 3051 Page 198 of Official Records), in the early 1900s. Using this method is an effective way of creating a much shorter – but no less effective – legal description. However, this “shorthand” method of creating a legal description should in no way be construed that it is one lot. The legal description could have been constructed in the following manner:

All of that certain property in the City of Sierra Madre, County of Los Angeles, State of California, described as follows:

Parcel 1: That portion the Southwest Quarter of the Northwest Quarter of Government Lot 1 of Section 17, Township 1 North, Range 11 West, San Bernardino Meridian, described as follows:

Parcel 2: That portion of Lot 19 of the Sierra Madre Tract as per map filed in Book 4, Pages 502 and 503 of Miscellaneous Records of said county, described as follows:.....

Parcel 3: That portion of Lot 20 of the Sierra Madre Tract as per map filed in Book 4, Pages 502 and 503 of Miscellaneous Records of said county, described as follows:.....”

The net effect is that there has always been three legal parcels, just described together. The short-hand legal description did not effect a legal lot merger.

The First Grossman Palmer Letter also cites to the case of *People ex rel. Brown v. Tehama County Board of Supervisors* (2007) 149 Cal.App.4th 422 which analyzed whether a lot line adjustment created more parcels than previously existed. According to the

First Grossman Palmer Letter, in determining the actual number of parcels, “the court found dispositive that the properties were transferred without any reference to separate parcels, but rather as single parcels [sic] by metes and bounds descriptions.”¹⁵

The case is distinguishable. In *People ex rel. Brown*, the court found “the deed does not make ‘any reference to the old patent parcel boundary that ... divide[d] the original holdings” In contrast, the legal description quoted on page 14 of the First Grossman Palmer Letter clearly references separate lots, including lot 1, lot 19, and lot 20.

The First Grossman Palmer Letter also claims that the City had prior notice of the unitary nature of the parcel based on an email written by retired City Engineer Kev Tcharkhoutian, which reads, “the three parcels in question are tied together as one as evidenced by assessor parcel number (APN) 5761-002-008. The applicant is starting with one legal parcel namely 5761-002-008 and the proposed lot line adjustment will result in the creation of two parcels from one existing parcel, which is in violation of the Subdivision Map Act, as it relates to Lot Line Adjustments.”¹⁶ The statement is inaccurate because it misunderstands the function of a lot tie and the Los Angeles County Assessor’s parcel map.

A lot tie is an administrative or contractual tool used to tie separate parcels together, usually for purposes of development or taxation. According to David Knell, the licensed professional land surveyor for the Project, the Los Angeles County Assessor’s office uses lot ties to create a single Assessor’s Parcel Number to facilitate taxation. In contrast, a lot merger is the statutory tool under the Subdivision Map Act used to merge multiple lots into one.¹⁷

The First Grossman Palmer Letter does not claim the chain of title for the parcels evidence a statutory merger under the Subdivision Map Act. Rather, it infers a merger from the presence of the lot ties as indicated on the Assessor’s Map. A lot merger cannot be completed by inference, nor by use of a single APN by the Assessor. The Assessor’s Map is an administrative document used to facilitate taxation, not to legally subdivide or recombine parcels of land. Further, there is no evidence the Mater Dolorosa Community agreed to record the lot ties, nor to effect a lot merger. The Assessor’s use of

¹⁵ Palmer Grossman Letter, p. 14.

¹⁶ First Grossman Palmer Letter, p. 14.

¹⁷ See Gov. Code, §§ 66451.10 et seq, 66499.20.2, 66499.20.3.

May 13, 2022

Page 11

a single APN for taxation convenience has no legal bearing on the division or combination of the parcels.

CONCLUSION

Planning staff and the City Attorney's office conclude recirculation of the Final EIR is not required because the addition of the offsite widening of Carter Avenue:

- (1) does not introduce significant new information that the Draft EIR has not already addressed and
- (2) members of the public have not been deprived of a meaningful opportunity to comment upon the potentially substantial adverse environmental impacts for the Project.

Planning staff and the City Attorney's office also conclude that the lot line adjustment application is appropriate because the Project area includes three separate parcels, not a single parcel as claimed by Ms. Grossman Palmer.

Planning staff and the City Attorney's office thank Ms. Grossman Palmer and Ms. Lynch for their helpful correspondence on these issues.

ATTACHMENT A

STRUMWASSER & WOOCHEE LLP

ATTORNEYS AT LAW

10940 WILSHIRE BOULEVARD, SUITE 2000
LOS ANGELES, CALIFORNIA 90024

TELEPHONE: (310) 576-1233

FACSIMILE: (310) 319-0156

WWW.STRUMWOOCHE.COM

FREDRIC D. WOOCHEE
ANDREA SHERIDAN ORDIN
SENIOR COUNSEL

MICHAEL J. STRUMWASSER
BRYCE A. GEE
BEVERLY GROSSMAN PALMER
DALE K. LARSON
CAROLINE C. CHIAPPETTI
JULIA G. MICHEL †
SALVADOR E. PÉREZ

† Also admitted to practice in Washington

April 6, 2022

Sierra Madre City Planning Commission
232 W. Sierra Madre Blvd.
Sierra Madre, CA

Via email to PublicComment@CityofSierraMadre.com;
planningcommission@cityofsierramadre.com

Re: 700 North Sunnyside Avenue, Mater Dolorosa Development

Dear Members of the Sierra Madre Planning Commission,

Strumwasser & Woocher LLP represents Protect Sierra Madre, an all-volunteer group of Sierra Madre residents concerned about the proposed “Meadows at Bailey Canyon” project (“Project”) on the property located at 700 North Sunnyside Avenue, owned by The Congregation of the Passion, Mater Dolorosa Community, which would be the largest housing development project in Sierra Madre history.

This firm has conducted a detailed review of the plan to build 42 high end homes, the Draft and Final Environmental Impact Reports (EIR), comments on the Draft EIR, as well as the applicable text of the California Environmental Quality Act (CEQA). This revealed a substantial discrepancy between the Draft EIR and the Final EIR: though the Draft EIR indicated the project would involve some widening of Carter Avenue on the Mater Dolorosa property, *nowhere* did it disclose that the portion of Carter Avenue between the southeastern portion of the project site boundary and Lima Street would be widened, over a dozen protected trees completely removed or directly impacted, and a new project access route behind homes along a now-little used portion of Carter Avenue would be established. Because there is no formal opportunity for public comment on a Final EIR (*Center for Biological Diversity v. Dept. of Fish & Wildlife* (2015) 62 Cal.4th 204, 237; CEQA Guidelines §15089(b)¹), this means the public has been denied the

¹ All references to the “CEQA Guidelines” or “Guidelines” refer to Cal. Code Regs., tit. 14, § 15000 *et seq.* developed by the Office of Planning and Research and adopted by the California Resources Agency. (Pub. Res. Code §§ 21083, 21087.) “[C]ourts should afford great weight to the Guidelines except when a provision is clearly unauthorized or erroneous under CEQA.” (*Laurel Heights Improvement Ass’n v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 391 n.2 (“*Laurel Heights I*”).)

participation in the environmental review process to which it is entitled by CEQA. We recommend that you require that the EIR be recirculated prior to considering the project. Proceeding to certify the EIR absent re-circulation could put the project in legal jeopardy.

Additionally, the EIR's analysis of impacts to water and sewer, and the mitigation measures or "project design features" for these critical municipal services, is inadequate and fails to satisfy CEQA's requirements. The EIR must be revised and these impacts should be addressed correctly.

Moreover, the applicant requests a Lot Line Adjustment that would be illegal and in violation of the state Subdivision Map Act. This request must be denied, and the project must be required to comply with the Subdivision Map Act in its request to create new legal parcels from the single parcel at 700 North Sunnyside that has existed since the Passionists first acquired this property.

A. THE EIR DOES NOT SATISFY THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

An EIR is the "heart of CEQA." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564.) It is an informational document that provides detailed information about the effects of a proposed project; "[i]ts purpose is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made." (*Laurel Heights I*, 47 Cal.3d at p. 392, emphasis added.) This begins with a description of the project, which *must* contain specific information, including the "precise location and boundaries of the proposed project shall be shown on a detailed map, preferably topographic." (CEQA Guidelines, § 15124, subd. (a).) Hence, an agency's failure to accurately describe the proposed project in detail can render an entire EIR inadequate and misleading, for it precludes informed public participation in the process.

CEQA also contains specific requirements to prevent agencies from changing the description of the project or adding in substantial information after the public has already commented on a draft EIR. For example, Public Resources Code section 21092.1 provides that when a lead agency adds "significant new information" to an EIR *after* completion of consultation with other agencies and the public, the lead agency must pursue an additional round of consultation before certifying the EIR. Information is deemed "significant" if it would change the EIR "in a way that deprives the public of a meaningful opportunity to comment upon a *substantial* adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect." (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1993) 6 Cal.4th 1112, 1129 (*Laurel Heights II*); accord, CEQA Guidelines, § 15088.5, subd. (a).) Recirculation is required when new information reveals, for example, a new substantial impact or a substantially increased impact on the environment. (*Laurel Heights II*, at pp. 1129–1130.)

In this case, the Draft EIR describes the proposed Project as development of a 17.30-acre parcel, featuring 42 detached single-family homes, a roughly 3-acre public park, as well as changes to portions of two streets within the 17.30-acre footprint. (Draft EIR, ES-1, p. 17 [describing “reconfigur[ing]” North Sunnyside Avenue and “improv[ing]” Carter Avenue].) There was no mention of “improvements” to the portions of Carter Avenue that lay beyond the 17.30-acre parcel, nor any detailed map showing that the boundaries of the proposed Project actually extended beyond the 17.30-acre parcel.

The newly-disclosed component of the Project involves reconfiguring “off-site” portions of Carter Avenue, increasing the overall Project footprint by acquiring public rights-of-way and widening of Carter Avenue between the southeastern portion of the project site boundary and Lima Street. This would involve acquiring 9 feet of public right-of-way to widen Carter Avenue to a total of 24 feet (10 feet for each travel lane plus one 4-foot curb along the southern boundary of Carter Avenue) and a 6-foot sidewalk on the north side of Carter Avenue--a total width of 30 feet. (Final EIR, RTC-293, p. 311.)

To depict these changes, new figures were “added to the Final EIR” (Final EIR, RTC-11, p. 29) acknowledging, for the first time, that what was once a relatively unused single-lane road providing access to Bailey Canyon Wilderness Park, would be widened to become a major artery for Sierra Madre’s largest housing development in history:



In fact, this “offsite” widening of Carter Avenue was part of the Project from the very beginning. Documents disclosed pursuant to a Public Records Act request confirm that representatives from Los Angeles County, the City of Sierra Madre, and the developer held meetings and exchanged emails *as early as September 2020* regarding the plan to “widen Carter Avenue,” which would require acquiring “approximately 15 to 20 feet of right of way” from the

County property bordering Carter Avenue. (Exhibit 1, p. 2.) And yet there was no mention of this aspect of the Project in the Draft EIR, which was released almost a year later, in July 2021.

The failure to disclose the “offsite” Carter Avenue widening undermines the credibility and analysis of the entire final EIR. For example, the Final EIR admits that it was based on the “proposed project site” as described in the *draft* EIR, but the draft EIR did *not* disclose or depict the additional road-widening later described in the Final EIR. (Final EIR, RTC-72, p. 90 [“The final boundary of the proposed project site is accurately depicted in the Draft EIR figures, and the proposed project site described in Draft EIR Chapter 3, Project Description, served as the basis of the environmental impact analysis provided in the EIR.”].) In other words, the Draft EIR description obscured the true scope of the project under consideration and, by extension, the true environmental impacts of that project.

This failure to include the “offsite” Carter Avenue widening in the Draft EIR has cascading effects. Because it was not disclosed in the first place, there was no consideration of alternative proposals that would avoid or lessen the impacts of widening Carter. Because it was not disclosed in the Draft EIR, this important aspect of the Project was never subject to a formal comment period, presenting a moving target that has impaired the public’s ability to participate in the environmental review process. Because it was not disclosed in the Draft EIR, the public had no way of meaningfully considering the issues raised by the proposed Project.

Moreover, the fact that the inclusion of this new component of the project required many “revisions” to the Final EIR in *multiple* different sections of the report reflects how important and significant this new component is. (Final EIR, ES.6 [Executive Summary], Section 3.3.12 [Project Description], Sections 4.4.1-4.4.2 [Biological Resources], Section 4.11 [Land Use and Planning], Section 4.17 [Transportation], Final EIR Appendix C2 [Arborist Report].) In other words, the Draft EIR did not provide sufficient information to foster informed public participation and to enable reasonable decision-making.

I. The Belated Disclosure of the Carter Avenue Improvement Project Deprived the Public of its Opportunity to Comment on Significant Concerns and Environmental Effects.

The contemplated “off-site” component of the Project is an important, if not critical, aspect of the entire development. The failure to disclose this important aspect of the Project *before* gathering public comment precluded the public’s ability to meaningfully participate in the environmental review process.

Removing More Mature Trees

The Draft EIR warned the public that the Project entailed removing over 100 mature trees, 10 of which are protected under the City’s Tree Preservation and Protection Ordinance, and that the Project would “result in potentially significant impacts” in this respect. (Draft EIR,

ES-12, p. 28.) The newly-disclosed widening of Carter Avenue will impact an additional 16 mature trees. (Final EIR Appendix C2 [Arborist Report], p. 12; Final EIR Appendix B [map of identified trees].) Yet the public had no opportunity to raise comments on these projected impacts nor mitigation measures, nor weigh in on potential alternatives because the “off-site” Carter Avenue widening component was not disclosed until the Final EIR.

Indeed, the loss of these additional trees receives little to no analysis in the Final EIR, despite the fact that they play a critical role in providing habitat for local animals and anchor the very steeply sloped hillside, as shown here:



Recall that the roots of large mature trees—the very trees which would be removed or impacted by the planned construction between a parking lot and the existing roadway—help stabilize the hillside and reduce erosion. Indeed, the impacts of widening Carter Avenue will be so significant that that an arborist must be present on-site during the proposed widening to ensure that unavoidable disturbance to soil and roots of trees (encroachment) does not end up requiring additional trees to be removed altogether.

Not only was the public not made aware of these additional impacts but, to make matters worse, the Final EIR inaccurately characterizes the trees as located on City property. (Final EIR Appendix C2 [Arborist Report], p. 7 [stating all 16 of the trees inventoried in the “off-site improvement area” are “protected” trees as they are located on City-owned property within Bailey Canyon Wilderness Park].) In fact, those trees are located on property owned by Los Angeles County. As shown below, only the flat road bed belongs to the City of Sierra Madre; the sloped land is County property.



As a result of this glaring inaccuracy, the Arborists’ report contained in the Final EIR (and the mitigation based on that report) are fatally flawed. Had the Draft EIR accurately described that Carter Avenue would be widened and how, the public could have corrected these inaccurate statements. Instead, the Final EIR claims that these trees “must be replaced on a 1:1 basis, with a like species, based on the City Tree Preservation and Protection Ordinance” (Final EIR Appendix C2 [Arborist Report], p. 13), when in reality, the City’s Ordinance *does not apply*.

Greater Impacts on Ecologically Sensitive Areas

Moreover, the newly-disclosed Carter Avenue widening component would not only increase the number of trees impacted, but the location of those impacted trees merits particular scrutiny for this aspect of the Project. Indeed, as stated by LACFCD, “[t]he hillsides above the

proposed housing project are highly erosive and subject to severe burn from wildfires.” (Draft EIR Appendix 1a [NOP and Comment Letters], p. 25.)

In fact, the area to be impacted by the previously-undisclosed Carter Avenue widening is the most ecologically sensitive part of the entire project. It is the part of the project closest in proximity to Bailey Canyon Wilderness Park, as well as “adjacent to wetlands and riparian features.” (Final EIR, Vol. 1, RTC-97, p. 115.²) The California Department of Fish and Wildlife commented on the Draft EIR that the project is located in the range of black bears, mountain lion, nesting birds (including special status bird Bell’s vireo), Crotch’s bumble bee (DFW has determined listing this species on the California Endangered Species “may be warranted”), multiple species of bat, and several special status reptiles (including the southern California legless lizard and coast horned lizard). (Draft EIR Appendix 1a [NOP and Comment Letters], pp. 15-19.)

Traffic-Related Safety and Noise Concerns

The Final EIR at last acknowledges the fact that “Carter Avenue will perform as a two-way access for the project site and will experience additional traffic generated by the proposed project.” (Final EIR, RTC-10, p. 28.) But it provides no basis for its conclusion that only 16% of the daily trips to and from the housing development would use Carter Avenue, which it claims is “discussed in Appendix K.” (*Ibid.*)³ Nor is it obvious why Carter Avenue would be relegated to only a “secondary” point for ingress and egress. Almost half of the homes are closer to Carter than Sunnyside; the parking lot of the proposed park would be adjacent to Carter, not to mention Carter Avenue has easier access to the City Center and the 210 freeway (via Baldwin Ave).

These unexamined traffic increases along Carter Avenue carry significant safety and noise concerns. Apart from whether the traffic itself would have a significant impact, the potential increase in vehicular noise along a currently quiet and little used street requires assessment. Similarly, the 12 percent grade of the on-site portion of Carter Avenue as it approaches the site boundary requires safety considerations off-site.

² The 1312-page Final EIR posted on the City’s website indicates it was last revised in January 2022. (See <https://www.cityofsierramadre.com/common/pages/DisplayFile.aspx?itemId=18280089>.) Yet a new version of this “Final” EIR was revised and published in two volumes, apparently last revised on February 17, 2022. (See <https://www.cityofsierramadre.com/common/pages/DisplayFile.aspx?itemId=18352111>.) Volume 1 of the “Final EIR” contains the acknowledgment regarding the proposed Project’s proximity to “wetlands and riparian features;” the previously published “Final EIR” does not.

³ Indeed, the Appendix K does not list Carter Avenue as a “roadway segment” likely to experience direct traffic effects. (Appendix K, p. 2.) Nor was Carter Avenue one of the roadways even analyzed at all. (Table at Appendix K, p. 4.)

Unexamined Impacts on County Stormwater Drains

The area impacted by the new Carter Avenue widening also plays an outsized role in terms of stormwater. The proposed off-site road widening would undeniably increase the amount of area covered by impervious surfaces, which would have impacts on “adjacent to wetlands and riparian features” (Final EIR, Vol. 1, RTC-97, p. 115) and could impact the effectiveness of the existing storm drains. As noted by the LACFCD, even without the Carter Avenue widening, the Project would impact county storm drains. (DEIR Appendix 1a, p. 25.) Depending on the slope of the widened Carter Avenue and the location of storm drains, further “[f]lood and debris control may be required to protect the proposed housing project.” (*Ibid.*)



Impacts on City Water Infrastructure

Not only was the “offsite” widening of Carter Avenue first disclosed *after* the public comment period had ended, but the discussion of this project component is so vague and non-descript that it fails even to adequately notify the public and decisionmakers about precisely what will occur. For example, the Final EIR does not disclose whether or not the widening project requires improving the roadbed itself, which is in a seriously deteriorating condition. Nor does the Final EIR make any mention of City water pipes beneath Carter Avenue, which are a regular source of leaks and, according to the City Manager, were installed in 1925.

What makes this omission particularly striking is the fact that, as early as October 2020, it was clear that the Developer was being asked to upgrade the 8-inch water line between the proposed development and the intersection of West Carter Ave & Oak Crest Dr/North Lima Street. Exhibit 2 to this letter, a record produced by the City in response to a public records request, confirms that upgrading this water line “on Carter from Lima to the development” *was* a “confirmed” part of the Project. Yet the Draft EIR, which was made public July 2021, is completely silent on this point. Only does the Final EIR vaguely list among “project design features” a newly-disclosed component: “Improvements to existing water infrastructure.” (Final EIR, Section 4.19.4, p. 1219-1220 [listing project design features].) Yet there is otherwise no mention of what, when, where, or how.

This “oversight” has the effect of failing to discuss a significant impact related to utilities and service systems. As both the Draft and Final EIRs, a “significant impact related to utilities and service systems would occur if the project would . . . [r]equire or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric

power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.” (Final EIR, Section 4.19.3, p. 1219.) Given the aforementioned proximity to protected trees and ecologically sensitive areas, the Final EIR is woefully lacking in analysis of the environmental impacts of this aspect of the project.

Fire

As California continues to experience longer and more intense wildfire seasons as a result of climate change, wildfire is a factor that absolutely must be considered during environmental reviews. That is particularly the case here, given the proposed Project is in an area designated as “Very High Fire Hazard Severity Zone” because of the proximity to wildland (also called wildland-urban interface, or WUI). (Final EIR Appendix F2 [Fire Protection Plan], p. 1-2.) This risk cannot be understated: “the alignment of tributary canyons and dominant ridges are conducive to channeling and funneling wind, thereby increasing the potential for more extreme wildfire behavior in the region.” (Final EIR Appendix F2 [Fire Protection Plan], p. 12.)

Considering this heightened risk and the obvious fact that additional people competing for the same limited routes can cause congestion and delay in evacuation, resulting in increased wildfire-related deaths, why then was the “off-site” widening of Carter Avenue not included in the Draft EIR? Surely Developers did not overlook this important aspect of the project; it should have been obvious that Carter Avenue would need to be widened for safety reasons to allow for evacuations in event of fire. Yet the Draft EIR had *no* mention of this necessary aspect of the Project.

Nor does the Final EIR fare any better. The document acknowledges that

“The existing West Carter Avenue access point, outside of the project boundary, does not currently comply with fire apparatus access road requirements. Therefore, a stop sign would be provided at the southern portion of the project site along Carter Avenue for safety of vehicle and pedestrians.” (Final EIR, RTC-9, p. 27)

But why would a stop sign solve the problem? It’s not clear from the Final EIR whether either the City of Sierra Madre Fire Department or Los Angeles County Fire Department have “signed off” on this stop sign idea, to say nothing of the overall “off-site” widening of Carter Avenue, because it suggests the fire departments’ review was of the *Draft* EIR, which did not include the “off-site” road widening component. (See Final EIR, RTC-502, p. 520.)⁴

⁴ In fact, it’s not at all clear that the Los Angeles County Fire Department reviewed the Draft EIR; the response to comments carefully omits reference to the County. (See Final EIR, RTC-502, p. 520 [“The comment also asks if the City or County Fire Department has reviewed this Draft EIR and agreed with the finding. The City of Sierra Madre Fire Department (SMFD)

II. Recirculation Would Also Provide the Necessary Opportunity to Engage Government and Tribal Officials.

Los Angeles County Flood Control District (LACFCD), Los Angeles County Public Works Department (LACPWD), Los Angeles County Fire Department (LACFD), California Department of Fish and Wildlife

These entities have important interests in the widening of Carter Avenue because this project would certainly impact these entities' responsibilities to maintain the debris basin, provide rescue and emergency services to lost or injured hikers, ensure public safety in the event of wildfire, and regulate potential impacts to adjacent jurisdictional waters. Certainly, it is essential to consult these agencies to evaluate construction related impacts on their activities. Indeed, the "off-site" component of the Project includes constructing a side walk right across LACFCD's road to access the debris basin. Inability to access the debris basin as needed could result in downstream flood impacts, an environmental consequence of the sort that CEQA intends to prevent by requiring full consideration and consultation before agencies approve projects.

Moreover, future potentially-competing uses of Carter Avenue are important to consider in light of the fact that it will now be a two-lane road and need to provide access to the residents and visitors of the Meadows at Bailey Canyon, as well as the other existing users of Carter Avenue. The Final EIR does not discuss the feedback or consultations that this overlap in responsibilities should have merited. If these government entities have not been consulted, had their concerns ameliorated or addressed, re-circulation would provide an additional opportunity to do so.

Tribal Officials

As reflected in the Final EIR, it does appear that consultation with the Gabrieleño Band of Mission Indians – Kizh Nation occurred. However, the newly-disclosed information regarding the impacts of road-widening calls into question whether this consultation was proper given the Tribe wouldn't have been notified about change prior to identifying its tribal cultural resources (TCRs) and proposed mitigation measures. In fact, the newly-disclosed widening of Carter Avenue is as likely as the housing project to impact TCRs; there is ample evidence in the record that the entire area was used by many tribes, local common knowledge refers to an "Indian

Campsite” within Bailey Canyon Wilderness Park, and the waterfall within the Park would also make it a convenient stop on trade routes.⁵

In fact, documents produced in response to a public records request confirm that the Tribe has made multiple requests for mitigation, including some large enough that the consultant thought may warrant re-circulation of the entire Draft EIR. (Exhibit 3, p. 1 [“Additionally, such a large introduction of new mitigation requirements may constitute grounds for recirculation of the EIR.”].) Notably, the Tribe requested new requirements for the treatment of human remains, including the potential for designation of a reburial site “*within the footprint of the project.*” (Ibid., emphasis added.) Given the changing footprint of the project between the Draft and Final EIR, it would be best for the Tribe to have an opportunity to identify any additional TCRs and mitigation necessary.

An agency cannot be permitted to use a “decoy” project the entire CEQA public review process and then, after the close of the public comment period, slip something akin to the “real” project into the FEIR. CEQA simply does not permit an agency to shield the “real” project from effective public review and comment.

III. The EIR’s Discussion of Impacts to Utilities and Public Services is Inadequate and Mitigation is Insufficient

The EIR discusses, but fails to fully disclose, the project’s impacts on water and sewer utility systems in the City of Sierra Madre. The EIR fails to identify necessary off-site upgrades to both water and sewer systems that were required in City communications prior to the Draft EIR’s publication, which is a critical public disclosure failure and results in an incomplete analysis of the project’s full environmental impacts.

The DEIR discloses the following thresholds of significant for utilities and services:

- “1. Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.
2. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years.
3. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments.” (Draft EIR 4.19-11.)

One of the thresholds of significance is the need for new *or expanded* water or sewer treatment. As discussed above, the City has stated since October 2020 that the water lines on

⁵ Trade routes are considered a “cultural landscape” and therefore protected as “tribal cultural resources.” (See Pub. Util. Code, section 21074, subd. (a)(1).)

Carter *outside the project site* would have to be replaced and upgraded. Yet neither the DEIR nor the FEIR clearly acknowledge this off-site work. In fact, the illustrations in the FEIR depict the line on Carter as existing. The EIR thus fails to disclose this off-site activity, which, in light of the threshold of significance, is clearly a prejudicial omission.

What's more, the project appears to require far more water than originally stated in the Draft EIR, implicating the second threshold of significance of sufficient water supply. While the Draft EIR contended that outdoor water consumption would be only 3.65 acre feet per year (AFY), the Final EIR acknowledges that the outdoor consumption will be maximum of 18.04 AFY, a nearly 400 percent increase over the draft EIR's statement, seemingly without any explanation for the significant discrepancy. (Final EIR, 4.19-12.) The EIR claims that the 18.04 AFY figure represents "the maximum amount of water usage that the project would be allowed to use, per Chapter 15.60, Water Efficient Landscape Ordinance, of the Sierra Madre Municipal Code (SMMC)." (*Ibid.*) Is this increased calculation in the Final EIR intended to give the project a boost on its permitted outdoor water use under the Municipal Code standards? Moreover, the statement about the Water Efficient Landscape Ordinance is incorrect, because the code only allows for use of 0.7 of the MAWA value, except for special landscaped areas. (Sierra Madre Municipal Code section 15.60.050.) It is unclear whether any of the project qualifies as a "special landscaped area" which are areas with edible plants, areas irrigated with recycled water, and turf playing fields. (*Id.*, section 15.60.020.) The Final EIR's conclusions regarding sufficient water availability and compliance with the City's landscaping water use appear to be unfounded.

Perhaps in recognition of the fact that the project will consume significant portions of the City's limited water supply, the Final EIR includes "project design features," some of which are newly added to the Final EIR.

"PDF-UTL-1 Prior to issuance of a building unit, the project applicant will provide funds to the City to achieve one of the following:

1. Purchase supplemental water from the San Gabriel Valley Municipal Water District (SGVMWD) in an amount equal to the anticipated total indoor and outdoor water demand of each residential unit over a 50-year period. This purchase would be in addition to the City's existing agreement with SGVMWD providing for the purchase of supplemental imported water.
2. Creation of a lawn retrofit program, which would provide homeowners with a grant provided to replace their lawn with turf;
3. Improvements to existing water infrastructure, such as pipe leakage fixes."

(Final EIR, 4.19-11-4.19-12.)

The project applicant apparently recognized that supplemental water may, in fact, not be available for purchase, as it has not in recent years. Yet the Final EIR contains no analysis of how either of the other project design features – creation of a lawn retrofit program or pipe

leakage fixes – would actually conserve the amount of water that is being demanded by the project, as contended in the Final EIR. There is no analysis of the efficacy of either of these programs, and thus they cannot be relied upon to offset the project’s water consumption.

In addition, the EIR does not include analysis of the sewer flow that was reviewed by City staff, and therefore fails to provide analysis sufficient to determine whether the third threshold of significance is satisfied by the project. In a September 29, 2021 email from Kevork Tcharkhoutian to Chris Cimino, Mr. Tcharkhoutian identified a significant issue in the applicant’s sewer flow analysis, which understated that assumed flow by 100 gallons per day from each residence. (Exhibit 4.) Mr. Tcharkhoutian concluded that the total peak flow would be 40,000 gallons per day, not 31,500 gallons per day. The EIR does not contain any of this “back up data” or detailed analysis. Indeed, the EIR simply cites the greenhouse gas emissions analysis for its sewage volumes. The EIR fails to analyze the capacity of the local sewer main to handle the increased waste water from the new residences, a failure that is more remarkable because City staff cast a skeptical eye at the developer’s analysis on this issue.

We expect that the City will comply with the requirements of CEQA, now that we have demonstrated that the newly-disclosed “offsite” improvements to Carter Avenue are a significant aspect of the project and require public scrutiny, and how the City would benefit from additional consultation on this newly-disclosed component. The EIR should be revised and recirculated.

B. THE PROJECT DOES NOT QUALIFY FOR A LOT LINE ADJUSTMENT AND COMPLIANCE WITH THE SUBDIVISION MAP ACT IS REQUIRED

State law regulates the subdivision of land via the Subdivision Map Act. Certain actions related to the division of land are exempt from the state law, including “a lot line adjustment between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existing is not thereby created.” (Government Code, § 66412, subd. (d).) A lot line adjustment is essentially ministerial and the approval cannot be conditioned. However, a lot line adjustment is improper here, because the adjustment would create two legal parcels where there is presently only one.

The Draft EIR improperly contends that the Mater Dolorosa property is “currently split within three different lots,” (Draft EIR, p. 3-1) and that a “lot line adjustment would be processed to consolidate the two lots that make up the project site into one, and adjust the site’s northern boundary farther to the north” (Draft EIR, p. 3-6). “The Specific Plan, General Plan land use amendment, and zone change will be implemented for the project site only.” (*Ibid.*) These contentions are repeated in numerous locations in the EIR. (See sections ES-1, ES-2, ES 2.2, 1.1, 2.1.1, 3.3.9, 4.4.1, 4.10.1, 4.11.1, 4.11.5.)

This statement is incorrect, and the applicant has been informed of this since May 2021, when licensed civil engineer Kevork Tcharkhoutian, on behalf of the City of Sierra Madre,

informed Vincent Gonzalez and other city staff that that “the three parcels in question are tied together as one as evidenced by assessor parcel number (APN) 5761-002-008. The applicant is starting with one legal parcel namely 5761-002-008 and the proposed lot line adjustment will result in the creation of two parcels from one existing parcel, which is in violation of the Subdivision Map Act, as it relates to Lot Line Adjustments.” (Exhibit 5, pp. 1-2.) Mr. Tcharkhoutian requested that the applicant research “the title of the three parcels prior to their tie as one parcel,” and requested that the applicant provide the City with the lot tie covenant. (*Id.*, p. 2.) Exhibit 6 reflects communications where staff in the County Department of Public Works speculated that the lots were simply consolidated under one APN for billing convenience. No further information appears to have been provided, based on documents provided in response to Public Records Act requests, but the Lot Line Adjustment was resubmitted with the title report in July 2021.

A review of the lengthy title history, attached as Exhibit 7, reveals that these lots have been referred to by metes and bounds to describe a single legal parcel since the first grant deeds were recorded for these lands in 1909. While these earliest handwritten deeds may be difficult to decipher, the records consistently identify the Mater Dolorosa property by metes and bounds descriptions that create a single lot encompassing portions of the southwest ¼ of the northwest ¼ of Section 17, and portions of Lots 19 and 20, along with lengthy accompanying descriptions of the boundary lines (metes and bounds). In the 1924 typewritten deed conveying the property to the Passionists, it is described as “**Parcel 4**: That portion of the South West quarter of the North West quarter and of Lot One (1) of said Section Seventeen (17) and that portion of Lots Nineteen (19) and Twenty (20) of the Sierra Madre Tract, Described as a whole as follows” and then proceeding to lay out the metes and bounds of a parcel that very closely matches the *entirety* of today’s Mater Dolorosa Property. (See Exhibit 7, p. 31 [emphasis added].) The references to “Parcel 4” to describe the Mater Dolorosa Property persist in subsequent transfers. The Assessor’s map of the parcel shows only a single parcel, labeled with number 8 and reflecting the full acreage of the Mater Dolorosa property, 44.87 acres. (Exhibit 8.)

The California Court of Appeal examined a similar attempt to utilize a lot line adjustment to avoid compliance with the Subdivision Map Act in *People ex rel. Brown v. Tehama County Board of Supervisors* (2007) 149 Cal.App.4th 422. In that case, the court was required to determine whether, as a result of a lot line adjustment, new parcels had been created without compliance with the Subdivision Map Act. Consulting the “history of title to the land” in question, the court evaluated as a matter of law the dispute between the parties as to the number of pre-existing parcels. Reviewing historic property transfer records, the court found dispositive that the properties were transferred without any reference to separate parcels, but rather as single parcels by metes and bounds descriptions.

Here, the City is looking at a requested “lot line adjustment” on a single parcel with property transfer records that reveal that this parcel has been consistently treated a singular lot,

with no prior transaction ever referencing any of the alleged three existing separate parcels. That is because at least as far back as 1909 the property was treated as a whole and the boundaries between the various historic sections and the Sierra Madre tract were included only as reference points, not as separate parcels conveyed in the same conveyance. None of the records refer to these lots as separate and distinct parcels. In records utilizing the term “parcel” for this property, the term is applied to the *entire* Mater Dolorosa lot, *not* the separate historic lot portions that the applicant now conveniently contends are separate parcels. There is no evidence that these were *ever* separate land parcels.

For this reason, utilizing a lot line adjustment would improperly exempt this property from the Subdivision Map Act and create two parcels where there is today, and has historically been, only one. The applicant must comply with the requirements of the Subdivision Map Act and Sierra Madre Municipal Code chapter 16 in processing the division of its parcel into two distinct legal parcels. This request would be reviewed by the development review committee (Sierra Madre Municipal Code 16.12.030), and would require much more rigorous and detailed information about the site than has been provided in connection with this lot line adjustment request.

The Planning Commission must deny the lot line adjustment. It is improper under the Subdivision Map Act because it creates two parcels from one legal parcel.

CONCLUSION

Approving this project on the basis of the EIR and granting the illegal lot line adjustment would be a serious legal error. For the largest housing development in Sierra Madre’s history, the Planning Commission should proceed with great care. It must require revisions to the EIR and recirculate it, and deny the lot line adjustment and require the developer to proceed in compliance with the Subdivision Map Act. Protect Sierra Madre is prepared to stand firm on its insistence that the City comply with CEQA and the Subdivision Map Act in its review and consideration of this significant project.

Yours truly,



Beverly Grossman Palmer
Counsel for Protect Sierra Madre

Sierra Madre Planning Commission

April 6, 2022

Page 16

Rachelle Arizmendi <rarizmendi@cityofsierramadre.com>,
Ed Garcia <egarcia@cityofsierramadre.com>,
Robert Parkhurst <rparkhurst@cityofsierramadre.com>,
Kelly Kriebs <kkriebs@cityofsierramadre.com>,
City Manager Jose Reynoso, <jreynoso@cityofsierramadre.com>
Director of Development and Planning Vincent Gonzalez
<vgonzalez@cityofsierramadre.com>,
City Attorney Aleks Giragosian <agiragosian@chwlaw.us>

EXHIBIT 1

From: CCimino@cityofsierramadre.com <CCimino@cityofsierramadre.com>
Sent: Wednesday, May 05, 2021 8:40 PM PDT
To: gengeland@cityofsierramadre.com <gengeland@cityofsierramadre.com>
Subject: FW: Bailey Debris Basin - Grant of Easement of Sierra Madre
Attachment(s): "Sierra Madre_Aerial Site Plan.pdf", "Sierra Madre_Parcel Boundaries.pdf"

Can we discuss this tomorrow. Im not sure what is being asked for.
Chris

Sent from my Galaxy

----- Original message -----

From: Jim Sparks <JSPARKS@dpw.lacounty.gov>
Date: 5/5/21 7:18 PM (GMT-08:00)
To: jfrankel@atlantissd.com
Cc: Chris Cimino <CCimino@cityofsierramadre.com>
Subject: FW: Bailey Debris Basin - Grant of Easement of Sierra Madre

James T. Sparks
Assistant Deputy Director
Los Angeles County Public Works
(626) 458-7000

From: Jim Sparks
Sent: Wednesday, May 5, 2021 7:16 PM
To: jonathanf@newurbanwest.com
Cc: Dayna Rothman <DROTHMAN@dpw.lacounty.gov>; Christopher Cimino <ccimino@cityofsierramadre.com>
Subject: FW: Bailey Debris Basin - Grant of Easement of Sierra Madre

Here's the email as we discussed today. If you or the City would like to discuss this in more depth Dayna would be the point of contact.

James T. Sparks
Assistant Deputy Director
Los Angeles County Public Works
(626) 458-7000

From: Dayna Rothman
Sent: Monday, October 5, 2020 1:45 PM
To: James Yang <JYANG@dpw.lacounty.gov>; Olivia Moreno <OLMORENO@dpw.lacounty.gov>
Cc: Winnie Tham <wtham@fuscoe.com>; Jonathan Frankel <jonathanf@newurbanwest.com>; CCimino <CCimino@cityofsierramadre.com>; Eden (Mulu) Berhan <EBERHAN@dpw.lacounty.gov>
Subject: Bailey Debris Basin - Grant of Easement of Sierra Madre

James,

As discussed, I suggest the City submit their plans along with a request for an easement to LDD. Their plans should clearly identify the limits of the easement or they can provide a separate map of the easement area. LDD will circulate the request for review and approval from operating divisions.

The City will also need to provide SMP with a legal description, calculations, map for our use in preparing the documents, and an appraisal supporting their offer and value for the easement they want to purchase.

If the City has any questions, they can contact Olivia Moreno who is copied on this e-mail.

Thank you

Dayna Rothman
Head, Real Estate
Los Angeles County Public Works
Office: (626) 458-7072
Mobile: (626) 940-4954

From: James Yang <JYANG@dpw.lacounty.gov>
Sent: Tuesday, September 29, 2020 2:13 PM
To: Dayna Rothman <DROTHMAN@dpw.lacounty.gov>
Cc: Winnie Tham <wtham@fuscoe.com>; Jonathan Frankel <jonathanf@newurbanwest.com>; CCimino <CCimino@cityofsierramadre.com>
Subject: FW: Contact Assistance
Importance: High

Hi Dayna:

We (myself and staffs of stormwater maintenance and LDD) had a productive meeting with City of Sierra Madre and New Urban West (developer) regarding a proposed development in the City (see attached location maps). The City is requiring the developer to widen Cater Avenue just east of proposed development. This reach of Carter Avenue is sitting on 5761003905, owned by the City. Immediately north of City's parcel 5761003905 is Flood Control owned parcel 5761003906. It appears flood control may have leased the southern portion of 5761003906 to the City for Bailey Canyon Park. In order to widen Carter Avenue, approximately 15 to 20 feet of right of way is needed from most southern portion of Flood Control parcel 5761003906. Can you please advise what are the option(s) and associated timeline for the City to acquire the necessary roadway rights from flood control for the widening? I copied the City and the developer's team on this email to start the conversation.

Thanks.

James

From: Jonathan Frankel <jonathanf@newurbanwest.com>
Sent: Thursday, September 24, 2020 12:58 PM
To: James Yang <JYANG@dpw.lacounty.gov>
Cc: Adam Browning <adamb@newurbanwest.com>; Jason Han <jasonh@newurbanwest.com>; Moore, Savannah <SMoore@bos.lacounty.gov>; Gabe Engeland <gengeland@cityofsierramadre.com>; CCimino <CCimino@cityofsierramadre.com>
Subject: RE: Contact Assistance

CAUTION: External Email. Proceed Responsibly.

The existing stormdrain is in Sunnyside Avenue and will need to be relocated. It conveys flow from the debris basin to the northwest closest to Park Vista Drive.

From: James Yang <JYANG@dpw.lacounty.gov>
Sent: Thursday, September 24, 2020 12:25 PM
To: Jonathan Frankel <jonathanf@newurbanwest.com>
Cc: Adam Browning <adamb@newurbanwest.com>; Jason Han <jasonh@newurbanwest.com>; Moore, Savannah <SMoore@bos.lacounty.gov>; Gabe Engeland <gengeland@cityofsierramadre.com>; CCimino <CCimino@cityofsierramadre.com>
Subject: Re: Contact Assistance

Can you please provide me a location map of your project and it's relationship to the flood control basin and storm drain? Once I have your map, I can determine who need to be at the initial meeting.

Sent from my iPhone

On Sep 24, 2020, at 12:12 PM, Jonathan Frankel <jonathanf@newurbanwest.com> wrote:

CAUTION: External Email. Proceed Responsibly.

Thanks for your help.

We are working on a project where there is a County-maintained debris basin and access easement immediately to the east of the project site. The City of Sierra Madre is requesting the project take access from that side of the property, and our improvements may need to be coordinated with the improvements in the County easement.

We also have an existing County Storm Drain facility within the proposed development area and need to coordinate the potential relocation of that pipe.

If you can coordinate a meeting with Aracely Lasso and Vilong Truong we think that is a good place to start. Let me know if there are other individuals you think should be involved in the meeting.

Thanks again,

Jonathan P. Frankel
Vice President, Forward Planning
New Urban West, Inc.
16935 W. Bernardo Dr., Ste 260
San Diego, CA 92127
Direct 925-708-3638

[<image006.jpg>](#)

From: James Yang <JYANG@dpw.lacounty.gov>
Sent: Thursday, September 24, 2020 10:34 AM
To: asonh@newurbanwest.com; Adam Browning <adamb@newurbanwest.com>; Jonathan Frankel <jonathanf@newurbanwest.com>
Subject: FW: Contact Assistance

This is James Yang with County Public Works. We understand that you are seeking information and approval from our Department concerning your proposed development in Sierra Madre. Please let me know what assistance you are seeking and I am happy to facilitate.

James Yang
Senior Civil Engineer
Los Angeles County Public Works
626-458-5921

From: Gabe Engeland <gengeland@cityofsierramadre.com>
Sent: Tuesday, September 22, 2020 3:03 PM
To: Moore, Savannah <SMoore@bos.lacounty.gov>
Cc: 'Jason Han' <jasonh@newurbanwest.com>; Adam Browning <adamb@newurbanwest.com>; 'jonathanf@newurbanwest.com' <jonathanf@newurbanwest.com>
Subject: Contact Assistance

Hi Savannah,

Congratulations on your promotion and appointment! We've heard nothing but positive things about you and the work you do. I look forward to working with you moving forward.

There is a proposed development in Sierra Madre from New Urban West. The development requires information and approvals from the County's Public Works Department. The developer and the City have sent a few requests to the Public Works office, both through email and phone calls, in an attempt to schedule a meeting to discuss the steps that need to take place. I have CCd the development team on this email. They will provide you with a bit more information, but could you please work to get us in touch to the correct person or team for County Public Works? We are nearing some important time thresholds and having someone on your team working with us would be very helpful.

Thanks,

Gabe

Gabriel L. Engeland
City Manager
City of Sierra Madre
626.355.7135
GEngeland@CityofSierraMadre.com
www.CityofSierraMadre.com

Stay Connected -

[<image007.jpg>](#)

[<image008.png>](#)

[<image009.jpg>](#)

[<image010.png>](#)

[<image011.jpg>](#)

<image010.png>

EXHIBIT 2

From: Jose Reynoso
Sent: Tuesday, October 27, 2020 1:37 PM
To: Jennifer Wood
Cc: Matt Sellers; jonathanf@newurbanwest.com; John Olivier; Chris Cimino
Subject: RE: Sierra Madre: Sunnyside Analysis

Jennifer,
Confirmed. We will need to upgrade the line on Carter from Lima to the development.

Thanks,
Jose

Jose Reynoso
Utilities Director
City of Sierra Madre
jreynoso@cityofsierramadre.com
(626)355-7135 Ext. 813

From: Jennifer Wood [mailto:jenniferwood@sedaru.com]
Sent: Friday, October 23, 2020 10:28 AM
To: Jose Reynoso <jreynoso@cityofsierramadre.com>
Cc: Matt Sellers <mattsellers@sedaru.com>; jonathanf@newurbanwest.com; John Olivier <jolivier@fuscoe.com>
Subject: Sierra Madre: Sunnyside Analysis

Jose,

Per our conversation, the City would require the developer to upgrade the existing 8-in line from the intersection of West Carter Ave & Oak Crest Dr/N Lima St to where the new proposed development would connect to the existing main at the end of Crestvale Dr. If you could confirm this, Sedaru will include this in our analysis.

If the City's requirements cannot be met even with this improvement, any additional off-site improvements will require additional analyses as outlined in the scope/budget under the optional task 2.

We will be following up with the results of the analysis later today for everyone's review and consideration.

Thank you,

jennifer wood, p.e.

director of services

sedaru | see data run | sedaru.com



m +1.931.206.5168

jenniferwood@sedaru.com

[linkedin](#) | [facebook](#) | [twitter](#)

EXHIBIT 3

From: Jennifer Sucha
Sent: Thursday, September 30, 2021 11:38 PM
To: Lynch, Jennifer; Iulia Roman; Hori, Susan
Cc: Jonathan Frankel; Carey Fernandes; Heather McDevitt
Subject: RE: AB52 Consultation-Meadows at Baily Canyon project at 700 N Sunnyside Ave in the City of SierraMadre

Thank you, Jennifer. We will address the tribe's letter as we have the other comment letters received during the comment period, noting the points you provided below.

Regarding the modifications and additional requests the tribe is making, the modifications requested as part of their revised TCR-1 and TCR-2 shouldn't be an issue to incorporate; however, TCR-3 includes a lot of new requirements for the treatment of human remains that were not included in the DEIR, including requests such as:

"If the discovery of human remains includes four (4) or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created" and,

*"In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location **within the footprint of the project** for the respectful reburial of the human remains and/or ceremonial objects. The site of reburial/repatriation **shall be agreed upon by the Tribe and the landowner, and shall be protected in perpetuity**"*

TCR-3 is a pretty substantial diversion from what is in the TCR chapter of the DEIR, and while the content of TCR-3 may not result in any permanent disruption of construction activities, it could potentially alter the site design and hold things up. Additionally, such a large introduction of new mitigation requirements may constitute grounds for recirculation of the EIR.

On the other hand, because mitigation for human remains was included in the DEIR (the original language of which was approved/agreed upon by the tribe), inclusion of their language under TCR-3 could be interpreted as simply augmenting/bolstering an existing mitigation measure and therefore would not be considered "new mitigation" under CEQA.

Are there any additional thoughts on that? For now we'll proceed with responding to the tribe's letter but let us know if we should book a call to discuss further.

When Heather is back from the field she may also have some additional input to provide.

Best,
Jennifer

Jennifer Sucha, AICP, LEED AP ND

Senior Planner, DUDEK
O: 760.479.4856 C: 310.351.1296

From: Lynch, Jennifer <JLynch@manatt.com>
Sent: Thursday, September 30, 2021 8:43 PM
To: Iulia Roman <iroman@dudek.com>; Hori, Susan <SHori@manatt.com>

Cc: Jonathan Frankel <jfrankel@atlantissd.com>; Carey Fernandes <cfernandes@dudek.com>; Jennifer Sucha <jsucha@dudek.com>; Heather McDevitt <hmcdevitt@dudek.com>

Subject: RE: AB52 Consultation-Meadows at Baily Canyon project at 700 N Sunnyside Ave in the City of SierraMadre

Hi Lulia,

Jonathan, Susan and I spoke about this today. Because the conclusion of AB52 consultation does not waive the tribe's right to participate in the DEIR public comment process, we would like to include the tribe's recent letter in the Final EIR, and provide RTCs just like all other letters. The RTCs should include the following:

1. The city engaged in formal AB52 consultation, which opened on X date and consultation closed on Y date.
2. At the conclusion of consultation, the city and the tribe agreed there would be no significant impacts with the incorporation of certain mitigation measures.
3. Those measures were included in the EIR.
4. This comment requests additional refinements to the previously-agreed to mitigation measures and in response to the comment, these refinements are being incorporated.

On the requested revisions – Dudek would know better than us whether the additions the tribe is asking for make any of the mitigation too onerous. Did you see anything in the proposed changes that diverge greatly from what we already had or what TCR MMs typically include? I didn't see anything in the measures that would halt construction permanently, or require any kind of redesign if remains or TCRs are unearthed, but please confirm.

Jennifer Lynch
Associate

Manatt, Phelps & Phillips, LLP
Park Tower
695 Town Center Drive, 14th Floor
Costa Mesa, CA 92626
D (714) 371-2516 **F** (714) 371-2550
JLynch@manatt.com

manatt.com

CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this message is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply email and destroy the original transmission and its attachments without reading them or saving them to disk. Thank you.

From: Lulia Roman <iroman@dudek.com>

Sent: Wednesday, September 29, 2021 12:14 PM

To: Hori, Susan <SHori@manatt.com>; Lynch, Jennifer <JLynch@manatt.com>

Cc: Jonathan Frankel <jfrankel@atlantissd.com>; Carey Fernandes <cfernandes@dudek.com>; Jennifer Sucha <jsucha@dudek.com>; Heather McDevitt <hmcdevitt@dudek.com>

Subject: FW: AB52 Consultation-Meadows at Baily Canyon project at 700 N Sunnyside Ave in the City of SierraMadre

[EXTERNAL] Please do not reply, click links, or open attachments unless you recognize the source of this message and know the content is safe.

Hi Susan and Jennifer,

We received additional information/requests from the Kizh Nation tribe for the Meadows EIR (see email below from the City as well as corresponding attachments) and we are hoping to get your input on how to address.

Per our review of the provided materials, the Tribe is making the following main requests:

- 1) Addition of information provided in a confidential appendix
- 2) Fairly minor revisions to existing mitigation (including new performance standards)
- 3) Additional mitigation listed on page 5 of the document titled 700 North Sunnyside Ave_Mitigation (see TCR-3).

To provide a bit of background/history, the City participated in consultation with the Kizh Nation Tribe, which included an initial call with the Tribe, where the Tribe requested a few project materials including the SLF, Geotech report, and confirmation that a CHRIS records search was prepared. The City provided this information and later also provided the mitigation measures of the Cultural Resources section of the EIR for the Tribe to review. The Tribe requested additional mitigation measures, specific to TCRs, to be incorporated in the EIR. The City provided the Tribe with a few revisions to the proposed mitigation, and the tribe agreed to these revised mitigation measures in an email sent on July 14, 2021. These revised measures have been incorporated in the Public Review Draft EIR. The City then sent a follow up email to the Tribe on July 15, 2021, concluding consultation. This communication can be found in the EIR Confidential TCR appendix, which I attached to this email.

We have discussed this internally (and with Jonathan) and below is an overview of our suggested approach on how to address this letter:

- We believe that, because the tribe has previously agreed on the mitigation measures and consultation has been concluded, we suggest that the City provides a response explaining this. Dudek can help craft this response.
- Based on the Tribe's email to Vincent, it seems as though the Tribe does not believe consultation has been concluded. Therefore, as the tribe seems to be treating this letter as an extension of the AB 52 consultation process, we are currently not including this letter in the RTCs, unless directed otherwise.
- Regarding bullet point 1, above, we can include the documentation provided by the tribe in the existing Confidential TCR appendix.

Please let us know if you would be able to review the provided documents (particularly the requested mitigation measures) to make sure there are no existing deficiencies in the EIR in terms of addressing TCRs by not including the requested MMs (in our experience, the requested mitigation is pretty uncommon for an EIR). Lastly, please let us know what you think of our approach and if you have any further guidance to provide. We are happy to get on a call as well to discuss.

Thank you in advance for your help and guidance.

Best,
Iulia

Iulia Roman

Environmental Planner



2288 Historic Decatur Road Suite 200, San Diego, CA 92106

O: 760.479.4136 C: 442.245.1936

www.dudek.com

From: Vincent Gonzalez <vgonzalez@cityofsierramadre.com>

Sent: Wednesday, September 22, 2021 9:33 AM

To: Iulia Roman <iroman@dudek.com>; Heather McDevitt <hmcdevitt@dudek.com>

Cc: Jonathan Frankel <jfrankel@atlantissd.com>; Clare Lin <clin@cityofsierramadre.com>

Subject: FW: AB52 Consultation-Meadows at Baily Canyon project at 700 N Sunnyside Ave in the City of SierraMadre

Iulia and Heather:

Please see attached Mitigation Measures from the Kizh Nation. We concluded consultation with the Tribe on July 15, 2021, and I have now received the following email and attachment. Let me know how you want me to respond.

Thanks,

Vincent Gonzalez, Director | Planning & Community Preservation

City of Sierra Madre

232 W. Sierra Madre Blvd.

Sierra Madre, CA 91024

VGonzalez@cityofsierramadre.com

626.355.7135 (Office)

626.355.4239 (Direct)

Hours: Mon. -Thurs. 7:30am - 5:30pm

From: Gabrieleno Administration [<mailto:admin@gabrielenoindians.org>]

Sent: Wednesday, September 22, 2021 9:20 AM

To: Vincent Gonzalez <vgonzalez@cityofsierramadre.com>

Cc: Andy Salas <chairman@gabrielenoindians.org>

Subject: AB52 Consultation-Meadows at Baily Canyon project at 700 N Sunnyside Ave in the City of SierraMadre

CAUTION: This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Dear Vincent,

Thank you for your time during the AB52 consultation for the Meadows at Baily Canyon project at 700 N Sunnyside Ave in the City of Sierra Madre.

The information provided herein is to be kept confidential as part of AB52 which requires that any information – not just documents – submitted by a California Native American tribe during the environmental review process to not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public consistent with Gov. Code Sections 6254, subd.(r) and 6254.10. (Pub. Resources Code § 21082.3, subd. (c)(1)). We ask that the information be included and kept in a confidential appendix to be mentioned in the public document but not included. This confidential appendix shall be available for use to those associated to the project but no entity outside of the project.

As stated in the Public Resource Code section 21080.3.1. (a) The Legislature finds and declares that California Native American tribes traditionally and culturally affiliated with a geographic area may have expertise concerning their tribal cultural resources and an area that has cultural value. We are a California Native American tribe with an ancestral connection (higher degree of connection than traditionally and culturally affiliated) to the project area as we are lineal descendants to the village(s) within and around the project area.

Since subsurface activities are planned to occur for this project that have potential to impact TCRs, we are providing tribal archive information to your agency to identify the high cultural sensitivity of the project location and to explain our concerns with specific subsurface ground disturbance activities that have impacted and destroyed our tribal cultural resources in the past. Attached are documents from historic books, screenshots of historic maps and some explanatory

text that was also verbally explained in the phone consultation for your project location to explain the cultural significance of the area and the high amount of pre-historic human activity that occurred there.

This 700 North Sunnyside Ave_1938 map indicates the project location within the Gabrieleno community of Aleupkingna which is now known as the city of Sierra Madre. All of our mainland villages (sans our island villages) overlapped each other to help facilitate the movement of tribal cultural resources throughout the landscape and also to our sister tribes outside of our traditional ancestral territory. Village use areas were usually shared between village areas and were commonly used by two or more adjoining villages depending on the type, quantity, quality, and availability of natural resources in the area. Therefore, human activity can be pronounced within the shared use areas due to the combined use by multiple villages and TCR's may be present in the soil layers from the thousands of years of human activity within that landscape.

The 700 North Sunnyside Ave_1871, 700 North Sunnyside Ave_1881, 700 North Sunnyside Ave_1898, and the 700 North Sunnyside Ave_1938 maps show the many trade routes around the project area. Trade routes were heavily used by our Tribe for movement of trade items, visiting of family, going to ceremony, accessing recreation areas, and accessing foraging areas. Within and around these routes contained seasonal or permanent ramadas or trade depots, seasonal and permanent habitation areas, and often still contain isolated burials and cremations from folks who died along the trail. These isolated burials are not associated with a village community burial site or ceremonial burial site, rather the location is simply where the person died and was buried where they died. Therefore, isolated burials are more concentrated and likely to occur in proximity to our trade routes, especially the major trade routes. Trade routes are considered a "cultural landscape", as stated in section 21074. (a) and are protected under AB52 as a tribal cultural resource.

The 700 North Sunnyside Ave_1901 map indicates the hydrography or waterways that existed around the project area. All water sources were used by our Tribe for life sustenance. Along these watercourses and water bodies occurred seasonal or permanent hamlets, seasonal or permanent trade depots, ceremonial and religious prayer sites, and burials and cremation sites of our ancestors. These activities occurred around water, both inland and coastal, because these water areas create unique habitats and riparian corridors that provide an abundance of food and medicine resources along with aesthetically peaceful areas with running water, shade trees, and shelter. Larger water bodies were high attractants for human activity and the banks and shores of these water bodies have a higher than average potential for encountering Tribal Cultural Resources of artifacts and human remains during ground disturbing activities. Waterways are a "cultural landscape", as stated in section 21074. (a) and are protected under AB52 as a tribal cultural resource.

Due to the project site being located within and around a sacred Community (Aleupkingna), adjacent to sacred water courses and major traditional trade routes, there is a high potential to impact Tribal Cultural Resources still present within the soil from the thousands of years of prehistoric activities that occurred within and around these Tribal Cultural landscapes. Therefore, to avoid impacting or destroying Tribal Cultural Resources that may be inadvertently unearthed during the project's ground disturbing activities and pursuant to our consultation, we have provided to the Lead Agency substantial evidence that the proposed project may have a significant impact on our TCRs. . . "tribal cultural resources" are defined as (1) "sites, features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe" that are included in the state or local register of historical resources or that are determined to be eligible for inclusion in the state register; and (2) resources determined by the lead agency, in its discretion, to be significant on the basis of criteria for listing in the state register of historical resources. Pub Res C §21074(a). A lead agency's determination whether a resource meets the criteria for listing in the state register must be supported by substantial evidence and must consider the significance of the resource to the tribe. Pub Res C §21074(a)(2). A "cultural landscape" may qualify as a tribal cultural resource to the extent it is "geographically defined in terms of the size and scope of the landscape." Pub Res C §21074(b) Moreover, Public Resources Code ("PRC") Section 21084.2 states that "[a] project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment." A project that may have a significant effect on the environment requires appropriate mitigation. (PRC § 21082.3(b).) Through the consultation

process, AB 52 authorized California Native American tribes to assist lead agencies in identifying, interpreting, and determining the significance of TCRs. (See AB 52, Legislative Digest.) Unless the environmental document includes protective measures agreed on during the consultation process, "if substantial evidence demonstrates" the project "will cause" a significant effect to a TCR, the agency must "consider" feasible mitigation measures "pursuant to" Pub Res C §21084.3(b).

As well, Consultation is not deemed concluded for purposes of CEQA until the parties agree to measures to mitigate or avoid a significant effect on a tribal cultural resource, or when a party concludes, after a reasonable effort, that mutual agreement cannot be reached. (PRC §21080.3.2(b).) Any mitigation measures agreed on during the consultation process must be recommended by lead agency staff for inclusion in the environmental document and the mitigation monitoring and reporting program for the project pursuant to section 21082.3(a) of the PRC. Moreover, now that consultation has begun, as the lead agency, you may certify an EIR or adopt a mitigated negative declaration for the subject project (which may have a significant impact on a tribal cultural resource) only after consultation has concluded. (PRC §21082.3(d).)

As part of the consultation, we have requested any and all information that the lead agency may possess or has access to attain regarding the history of the subsurface soils that will be impacted as part this project’s ground disturbance activities. The key information we are requesting is information about whether the “original” soils of the project location have been “removed” and “replaced” by new soils (e.g. engineered, cleaned, imported) or have the original soils just been excavated, placed onsite and then “backfilled” into the same location. If documents exists about the original soils having been removed from the project’s footprint and all new construction will be within soils that do not contain the original soils, our concerns for ground disturbance activities are reduced. In the absence of documentation or if it is known the original soils are still present within the project footprint, protective measures shall be created and implemented.

Please find attached the proposed mitigation measures for the subject project. Once you have reviewed them, please provide written notification to the Tribe stating whether and to what extent you will include and require the proposed mitigations for TCR for the subject project so that we may conclude our consultation, and if you do not agree with the mitigations as proposed, so that we may continue our consultation discussions in an effort to reach an agreement.

Admin Specialist
Gabrieleño Band of Mission Indians - Kizh Nation
PO Box 393
Covina, CA 91723
Office: 844-390-0787
website: www.gabrielenoindians.org



The region where Gabrieleño culture thrived for more than eight centuries encompassed most of Los Angeles County, more than half of Orange County and portions of Riverside and San Bernardino counties. It was the labor of the Gabrieleño who built the missions, ranchos and the pueblos of Los Angeles. They were trained in the trades, and they did the construction and maintenance, as well as the farming and managing of herds of livestock. “The Gabrieleño are the ones who did all this work, and they really are the foundation of the early economy of the Los Angeles area “. “That’s a contribution that Los Angeles has not recognized—the fact that in its early decades, without the Gabrieleño, the community simply would not have survived.”

EXHIBIT 4

Beverly Grossman Palmer

From: Barbara Vellturo <barbaravellturo@gmail.com>
Sent: Tuesday, March 22, 2022 10:04 AM
To: Beverly Grossman Palmer; Barbara Vellturo
Subject: Sewers

Found something else in my hundreds of emails - need to follow up and see if they change EIR in response to this. ...

I need to question their sewer report.

From: KEVORK TCHARKHOUTIAN [mailto:hyecity@live.com]
Sent: Wednesday, September 29, 2021 9:31 PM
To: Chris Cimino <CCimino@cityofsierramadre.com>
Subject: RE: Sewer Memo MONASTERY

CAUTION: This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Hi Chris

I reviewed the memo and attachments.

1. At Manhole 1 – existing depth is 17.6% +36.2% increase due to 42 units =**53.8%** which exceeds the 50% allowable flow.
2. At Manhole 2—existing 21.6%+19.3% increase=40.9%

This is puzzling since Manhole 2 should have more flow, unless most of the flow is assumed to flow South at Auburn?

Also Fuscoe Eng should provide the City data on which software or engineering method was used to project the increase in flow in the pipes at Manholes 1 and 2.

Another new development is the approval by the State Governor of ADU units which some have sewer connections which will increase the sewer flow in the mains. Furthermore a recent bill, SB 9 allows the construction of 4 units on an existing lots zoned single family residential. All of this will impact the sewer flow in the future.

In addition on page 1 of the memo, they are assuming 300 gallons per day of flow per unit. Usually the flow should be 100 gallons per capita per day, and for a residence like the one proposed, it is 4 people per residence , so the flow should be 400 gpd per residence , with a total of 16,000 gpd, and a peak factor of 2.5 the total peak flow should be 40,000 gpd, and not 31,500 as shown in the memo.

Fusco Eng has to justify why 3 persons per residence was assumed.

I think the City should establish a sewer assessment district for the 42 units to pay for future pipe rehab and upgrade costs.

Kev

From: Chris Cimino <CCimino@cityofsierramadre.com>

Sent: Wednesday, September 29, 2021 10:21 AM

To: KEVORK TCHARKHOUTIAN <hyecity@live.com>

Subject: FW: Sewer Memo

Can you look this over and let me know what you think before I approve it.

Thanks,

The City has prepared and updated a Sewer System Management Plan (SSMP). This requirement by the State Water Resources Control Board was accomplished in 2006 and updated in 2014. The SSMP provides specific actions to respond to spills, provides for an analysis on system capacities and areas that are subject to leaks or breaks (City of Sierra Madre 2015).

From FEIR

As shown in Figure 3-8, Proposed Water System, in Chapter 3, Project Description, of this EIR, the potable water delivery system would consist of a network of water mainlines, to be located within planned roadways. The existing 8-inch water main in the eastern portion of the project site would be removed and reconstructed as a 12-inch water main within Carter Avenue. The existing 8-inch sewer at the southwest corner of the project site would be removed. Additional 8-inch water mains are proposed within the other planned roadways (North Sunnyside Avenue extension and A, B and C Streets) and would distribute the potable water for connection to laterals located on individual lots. The proposed water mainlines would join the existing water mainlines at North Sunnyside Avenue

¹ Multiple dry year (fifth year) demand projections were chosen to provide a conservative analysis.

4.19 – Utilities and Service Systems

and Carter Avenue at Lima Street, located approximately 670 feet east of the site, and will tie into the existing Oak Crest transmission main. These improvements would serve the proposed project only and occur within the boundaries of the project site. Therefore, these water improvements would not require or result in the relocation or construction of new or expanded water. In addition, as discussed above, the proposed project would not substantially increase demand of the City's water supply such that relocation or construction of new or expanded water supply facilities would be needed. Therefore, impacts would be less than significant.

EXHIBIT 5

APPLICATION
PENDING REVIEW

Clare Lin

From: Clare Lin
Sent: Monday, May 3, 2021 8:31 AM
To: 'Jonathan Frankel'
Subject: FW: 700 N Sunnyside Monastery
Attachments: SAMPLE LLA.pdf; APN MAPS AND MUNI CODE.pdf ; LOT LINE ADJUSTMENT NEW FORM.docx

Hi Jonathan ,
Please see the comments below.

Thanks,

Clare Lin

Senior Planner

Planning & Community Preservation

www.CityofSierraMadre.com

(626) 355-1536 | clin@cityofsierramadre.com

From: KEVORK TCHARKHOUTIAN [mailto:kh.yecity@live.com]
Sent: Sunday, May 2, 2021 9:47 PM
To: Chris Cimino <CCimino@cityofsierramadre.com>; Vincent Gonzalez <vgonzalez@cityofsierramadre.com> ; Clare Lin <clin@cityofsierramadre.com>
Subject: FW: 700 N Sunnyside Monastery

Hi Chris/Vince/Clare

After reviewing the applicant's submittals please see below my response . I wanted to discuss this before I forward it to the applicant's engineer.

Thanks

Kev

700 N Sunnyside Monastery

*The following is a review of documents submitted by the applicant for a lot line adjustment at 700 N. Sunnyside Ave. Congregation of the Passion-Mater Dolorosa Community
Lot line adjustment documents were received by the City on April 22, 2021
The applicant is tentatively requesting approval of a lot line adjustment between three parcels owned by the applicant*

- 1. Currently the three parcels in question are tied together as one as evidenced by assessor parcel number (APN) 5761-002-008. The applicant is starting with one legal parcel namely 5761-002-008 and the proposed lot line adjustment will result in the creation of*

APPLICATION
PENDING REVIEW

two parcels from one existing parcel, which is in violation of the Subdivision Map Act, as it relates to Lot Line Adjustments..

- 2. The applicant must research the title of the three parcels prior to their tie as one parcel namely APN number 5761- 002 - 008*
- 3. Applicant must provide the City with the lot tie covenant and recorded documents which tied the 3 parcels, portion of lot 20, portion of lot 19, and portion of section 17. One option would be to untie or undo the lot tie covenant, thus reverting to 3 parcels, and as a result of the Lot Line Adjustment the existing 3 parcels would have 2 resulting parcels, in compliance with the SMA.*
- 4. Applicant to submit a corporate resolution from the nonprofit corporation owning the property. The corporate resolution must state that the applicant authorizes Mr . Adam Browning and an authorized agent of NUWI, Sierra Madre LLC,(that agent shall be named) are authorized by the congregation to submit, coordinate the approval of the lot line adjustment, and authorized to sign the official certificate of compliance document.*
- 5. Applicant's surveyor must submit traverse sheets with closure calculations*
- 6. The certificate of compliance submitted by the applicant is incomplete and does not conform to the City's official lot line adjustment form. Please see attached certificate of compliance form, in MS Word to be filled out notarized and executed by the authorized parties. The certificate of compliance must be recorded with the LA County recorder's office upon approval by the City of Sierra Madre. Please see attached a sample of the format to follow in order to record the signed certificate of compliance document.*
- 7. Applicant or applicant's engineer or land surveyor must prepare a brief executive summary to address the requirements of the Sierra Madre municipal code sections 16 - 20-020 Subsections A1, A3 ,A4 and A1 .Please see attached sections of the code.*
- 8. The Title report by Chicago Title Company attached to the submittal is for parcel APN- 5761-001-001, which is not the parcel subject to the Lot Line Adjustment. The parcel to be considered and shown on the applicant's submittal is 5761-002-008.*

Attachments:

Kev Tcharkhoutian P.E.

EXHIBIT 6

From: Clare Lin
Sent: Wednesday, July 7, 2021 9:59 AM
To: 'Kurt Troxell' <KTroxell@fuscoe.com>; 'Winnie Tham' <wtham@fuscoe.com>
Cc: Chris Cimino <CCimino@cityofsierramadre.com>; Vincent Gonzalez <vgonzalez@cityofsierramadre.com>; Jonathan Frankel <jfrankel@atlantissd.com>; KEVORK TCHARKHOUTIAN <hyecity@live.com>
Subject: RE: Sierra Madre LLA

Hi Kurt and Winnie,

We received the LLA resubmittal and the title report.

Thanks,

Clare Lin
Senior Planner
Planning & Community Preservation
www.CityofSierraMadre.com
(626) 355-1536 | clin@cityofsierramadre.com

From: Kurt Troxell [<mailto:KTroxell@fuscoe.com>]
Sent: Monday, May 17, 2021 3:50 PM
To: Fabrizio Pachano <FPACHANO@dpw.lacounty.gov>
Cc: Chris Cimino <CCimino@cityofsierramadre.com>; Vincent Gonzalez <vgonzalez@cityofsierramadre.com>; Clare Lin <clin@cityofsierramadre.com>; Jonathan Frankel <jfrankel@atlantissd.com>; Winnie Tham <wtham@fuscoe.com>; Marty Smith <msmith@fuscoe.com>; KEVORK TCHARKHOUTIAN <hyecity@live.com>; Randy Cook <RCook@assessor.lacounty.gov>
Subject: RE: Sierra Madre LLA

CAUTION: This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Thank you, Fabrizio! We look forward to Randy's findings.

From: Fabrizio Pachano <FPACHANO@dpw.lacounty.gov>
Sent: Monday, May 17, 2021 3:43 PM
To: Kurt Troxell <KTroxell@fuscoe.com>

Cc: Christopher Cimino <ccimino@cityofsierramadre.com>; Vincent Gonzalez <vgonzalez@cityofsierramadre.com>; clin@cityofsierramadre.com; Jonathan Frankel <jfrankel@atlantissd.com>; Winnie Tham <wtham@fuscoe.com>; Marty Smith <msmith@fuscoe.com>; KEVORK TCHARKHOUTIAN <hyecity@live.com>; Randy Cook <RCook@assessor.lacounty.gov>

Subject: RE: Sierra Madre LLA

Importance: High

Good afternoon Kurt,

I agree with you. Most likely those lot ties are for a single billing convenience. I am copying my friend, Randy Cook, at Assessor's Mapping. He will be able to tell you the genesis of those lot ties.

Thank you,

Fabrizio Pachano PE, LS
Senior Civil Engineer

Land Development Division

Los Angeles County Public Works

626.458.4902 office**From:** Kurt Troxell <KTroxell@fuscoe.com>

Sent: Monday, May 17, 2021 3:35 PM

To: Fabrizio Pachano <FPACHANO@dpw.lacounty.gov>

Cc: Christopher Cimino <ccimino@cityofsierramadre.com>; Vincent Gonzalez <vgonzalez@cityofsierramadre.com>; clin@cityofsierramadre.com; Jonathan Frankel <jfrankel@atlantissd.com>; Winnie Tham <wtham@fuscoe.com>; Marty Smith <msmith@fuscoe.com>; KEVORK TCHARKHOUTIAN <hyecity@live.com>

Subject: RE: Sierra Madre LLA

Hi Fabrizio,

You are always a great resource and trusted advisor on LA County mapping matters, so I thought I would start my question with you.

We are working with the City of Sierra Madre on an Lot Line Adjustment (LLA) application. Fundamentally, the city and I are in agreement that we have 3 exiting legal lots that may be subject to reconfiguration through the LLA process; however, there is concern that the County Assessor may take issue with the adjustment on the account that the lots are tied to an existing single APN (5671-002-008)--attached. Currently, the property is under single ownership. It's my presumption that the single APN is to accommodate a single

tax bill as there are no lot tie covenants or mergers that we have seen in the record.

Have you encountered a similar scenario with a county LLA? Assuming city LLA approval and appropriate transfer/perfecting deeds are recorded do you foresee that we will meet any road blocks at the Assessor's office with the adjustment?

Thank you in advance for any guidance or referral to the appropriate county official.

Best,

Kurt

From: KEVORK TCHARKHOUTIAN <hyecity@live.com>

Sent: Tuesday, May 4, 2021 5:07 PM

To: Kurt Troxell <KTroxell@fuscoe.com>

Cc: CCimino@cityofsierramadre.com; Vincent Gonzalez <vgonzalez@cityofsierramadre.com>; clin@cityofsierramadre.com; Jonathan Frankel <jfrankel@atlantissd.com>; Winnie Tham <wtham@fuscoe.com>; Marty Smith <msmith@fuscoe.com>

Subject: RE: Sierra Madre LLA

Hi Kurt

Thank you for your thorough analysis. The purpose of the review by the City is to ascertain that provisions of the Subdivision Map Act and Government Codes are complied with as they relate to Lot Line Adjustments. The approval and completion process is as follows:

1. The City approves the Certificate Of Compliance for Lot Line Adjustment, with signatures of City staff on the official document.
2. A request will be made by applicant to The Los Angeles County Recorder's Office to record the document to convey constructive notice, and modify current property lines.

3. The County will review the request and all accompanying documents.
4. If approved, County staff will proceed with the mapping modifications on their official assessor maps. APN 5761-002-008 will be replaced by 2 new APN numbers assigned by County staff. County staff will also redraw the new boundaries of the 2 new APN's, thus finalizing the process. Once the 2 new APN's are created, then the applicant can proceed with the subdivision of one of the parcels.

My concern is that somewhere between #3 and # 4 the County may deny applicant's request and applicant will be compelled to restart the process. I believe it would be wise for applicant to confer with LA County Assessor's Mapping office, present the facts, and obtain some type of pre-approval, if at all possible, to avoid further delays in the completion of the process.

I believe this situation is uncommon, and may require a different approach.

Regards

Kev Tcharkhoutian P.E.

CITY OF SIERRA MADRE

From: Kurt Troxell <KTroxell@fuscoe.com>

Sent: Tuesday, May 4, 2021 11:38 AM

To: KEVORK TCHARKHOUTIAN <hyecity@live.com>

Cc: CCimino@cityofsierramadre.com; Vincent Gonzalez

<vgonzalez@cityofsierramadre.com>; clin@cityofsierramadre.com; Jonathan

Frankel <jfrankel@atlantissd.com>; Winnie Tham <wtham@fuscoe.com>; Marty

Smith <msmith@fuscoe.com>

Subject: Sierra Madre LLA

Hi Kev

Thank you for your time this morning. Here is my summary of APN 5761-002-08 and associated state statutes that provide context to our assertion of 3 existing legal subdivision lots:

A single APN is not always indicative of a merger or lot tie of legally created subdivision lot lines, but may be simply a consolidation of existing Assessor's Nos. for purposes of a single tax bill under one ownership. Pursuant to [CA Government Code \(SMA\) 66451.10](#) & [CA Civil Code 1093](#) these lot lines may be considered to still have standing, particularly the lines created by the subdivision of the Sierra Madre Tract MR004-502, in terms of lot count for LLA purposes. We assert that the original conveyance deed from 1924 (attached) does not provide express statement of merger recognized under these statutes.

Furthering our discussion this morning, attached is the preliminary report specific to APN 5761-002-008. There is no evidence of an existing recorded covenant for lot tie purposes nor does it appear that this would have been conditioned by the city for building and zoning compliance since there are no structures close to these original subdivision lines. My take on the APN Map "Hooks" is that the Assessor was petitioned by the owner for a single consolidate tax bill, but we will reconfirm with title.

Thanks,
Kurt



KURT TROXELL, PLS | *Senior Mapping Manager*

ktroxell@fuscoe.com



FUSCOE ENGINEERING, INC.

an employee-owned company

16795 Von Karman, Suite 100, Irvine, CA 92606

949.474.1960 | fuscoe.com

IRVINE . SAN DIEGO . ONTARIO . LOS ANGELES

EXHIBIT 7

Ralph Austria - 12/6/2013

Logout

Special Services - Glendale

Help

All times are Pacific Time except where indicated

Search Orders Resources

Home > Provider Center > Order Details

Order Details

Order Information

Order ID	Order Date	Created By	Loan Number	Loan Amount	Transaction Type
6300204	12/03/2013 03:08 PM	Stephanie Carapia	RN1203	\$0.00	Other
		CRN	Client		
		00063-00023	Lawyers Title - Burbank		

Requestor Information

Name: Carmen Adams
 Email: Cadams@itic.com

Party Information ?

Borrower

QuickOrderBorrower, CONGREGATION OF THE PASSION; P

Property Information

Property Address	Property County	Property Type	APN #
700 N SUNNYSIDE AVE Unknown, CA 99999	LOS ANGELES	Other	5761-002-008

Instructions

BACKPLANT
BASIC SEARCH
COPIES OF CCR/EASE
SEC 17 T1N R11W

BACKPLANT
BASIC SEARCH
COPIES OF CCR/EASE
SEC 17 T1N R11W

[View All Documents](#)

Handwritten notes:
 Code (8)
 5761-2-5
 16
 See 17 in 112
 SIGN MADE / 4.50
 No Policy
 SEARCHED TO 18 90's

Product	Rush Priority	Status	Reference #	Due Date	Completion Date	Documents	Actions
Special Services	5	Open	RN1203	12/04/13			Select action
Back Plant Search Package	5	Open	RN1203	12/04/13			Select action
Document Services		Open	RN1203	12/04/13			Select action

From	Notes	Product	Subject	Date
TinaMarie Anzures	approved proceed	Special Services	Client Confirmed - Please Proceed	12/05/2013 02:50 PM
Ralph Austria	Coordinator Request - Other, pls inform customer that this order c...	Special Services	Coordinator Request Comment	12/05/2013 05:39 AM

Status

Special Services

Description	Entered By	Entered Date	Additional Data
Order Opened	Stephanie Carapia	12/03/2013 03:08 PM	
Sent To Search	Ralph Austria	12/05/2013 01:39 PM	
Search Complete			
Sent To QC			
QC Complete			
Title Received/Complete			
Post Close Issues			

Back Plant Search Package

Description	Entered By	Entered Date	Additional Data
Order Opened	Stephanie Carapia	12/03/2013 03:08 PM	
Sent To Search	Ralph Austria	12/05/2013 01:39 PM	
Search Complete			
Sent To QC			
QC Complete			
Title Received/Complete			
Post Close Issues			

Document Services

Description	Entered By	Entered Date	Additional Data
Order Opened	Stephanie Carapia	12/03/2013 03:08 PM	
Sent To Search	Ralph Austria	12/05/2013 01:39 PM	
Search Complete			
Sent To QC			
QC Complete			
Title Received/Complete			
Post Close Issues			

Notes

Created	Subject	Topic	Created By	Comment	Reply
12/5/2013	Special Services - Client Confirmed - Please Proceed	Other	tina.anzures	approved proceed	Reply
12/5/2013	Special Services - Coordinator Request Comment		Ralph.Austria	Coordinator Request - Other, pls inform customer that this order cost 3-4 hours of extra charge with ETA of 3-4 buisness days from APPROVAL. Reason. large Vacant Land with multiple back plant runs. legal descriptions posted to multiple lot book.	Reply

ASSISTIVE NAME WAITING ADDRESS IF KNOWN
 DESCRIPTION OF PROPERTY

SECTION OR LOT
 MAP BLK. & W. DIV.
 MAP AREA
 MAP BOOK
 PAGE
 PARCEL NO.
 LAND
 IMPROVEMENTS
 PERSONAL PROPERTY
 EQUIP. TYPE
 EXEMPTION
 TOTAL TAXABLE VALUE
 DATE SOLD - TAXES
 REMARKS

CONGREGATION OF THE PASSION
 WATER DOLOROSA COMMUNITY
 700 N SUNNYSIDE AVE, SIERRA MADRE = 720000
 CA 91024
 USE-7100 ZONE-SRR1-CUP-05

LOT COM AT SW COR OF SM 1/4 OF NW 1/4 OF SEC 17 T 1N R 11W TH N 310 FT TH E 340 FT TH S 90 FT TH E 120 FT TH S 130 FT TH E 240 FT TH N 220 FT TH W 220 FT TH N 0'14".50" W TO A PT N 0'14".

SIERRA MADRE CITY
 NO MAIL TO ADDRESS FOR THIS OWNER 451220
 05

USE-8900 ZONE-SRR1-CUP-05
 LOT COM N 0'14".50" W 858.55 FT FROM NE COR OF TR NO 16405 TH N 47'45".10" E 95 FT TH N 0'14".50" W 45 FT TH N 31'14".50" W 137.07 FT TH S 0'14".50" E TO BEG PART OF SW 1/4 OF NW 1/4

SIERRA MADRE CITY
 NO MAIL TO ADDRESS FOR THIS OWNER
 05

USE-8900 ZONE-SRR1-CUP-05
 LOT COM N 635 FT FROM SE COR OF SW 1/4 OF NW 1/4 OF SEC 17 T 1N R 11W TH N 220 FT NE COR OF SD SW 1/4 OF NW 1/4 TH W 227.7 FT TH S 66 FT TH S 5'34" E 454.8 FT TH S 24'54" E 133.65 FT TH S 15'50" W 244.5

SIERRA MADRE CITY
 NO MAIL TO ADDRESS FOR THIS OWNER
 05

USE-8900 ZONE-SRR1-CUP-05
 SIERRA MADRE TRACT LOT COM AT SW COR OF LAND DESC IN OR13987-391 TH S 36'19".50" E 190.13 FT TH N 0'13".30" E 0.77 FT TH N 11'08".16" W TO A PT S 89'53".1 E 82.68 FT FROM BEG TH N 89'53".1 W TO BEG PART OF

SIERRA MADRE CITY
 NO MAIL TO ADDRESS FOR THIS OWNER 640000
 05

USE-8900 ZONE-SRR1-CUP-05
 SIERRA MADRE TRACT 0.25 MORE OR LESS AC COM AT SW COR OF LAND DESC IN PAR 145 DOC NO 4672-9-20-55 TH S 10' E 25.65 FT TH E 340.17 FT TH S 74'40" E 93.5 FT TH S 64'10" E 62.78 FT TH NE TO S TERMINUS LOTS 20 AND

SECTION OR LOT	MAP BLK. & W. DIV.	MAP AREA	MAP BOOK	PAGE	PARCEL NO.	LAND	IMPROVEMENTS	PERSONAL PROPERTY	EQUIP. TYPE	EXEMPTION	TOTAL TAXABLE VALUE	DATE SOLD - TAXES	REMARKS
17	1N 11	7516	5761	2	7	210795 FIX	126910 6750	750	WEL	342770 750	1685		
NON-ASSESSABLE VALUE													
17	1N 11	7516	5761	3	900								
NON-ASSESSABLE VALUE													
21	7516	5761	3	905									
NON-ASSESSABLE VALUE													



TITLEPOINT

Tax Search
Los Angeles, California
Assessor's Parcel 5761-002-008

Printed 12/6/2013 8:57:37 AM PST
Searched 12/6/2013 8:57:00 AM

Order: Non-Order Search
Co: Property Insight
Dept: Special Services Western Division CRN
0009900083
10/01
Created By: Ralph Austria

Printed By: ralph.austria

Tax Year: 2013-2014
Payment as of: 12/02/2013

APN: **5761-002-008**
Described As: **POR SW 1/4 OF NW 1/4 OF SEC 17 TIN R11W POR OF LOTS 19 AND 20 SIERRA MADRE TR.**
Address: **700 N SUNNYSIDE AVE SIERRA MADRE CA 91024**
City: **SIERRA MADRE-69**
Billing Address: **700 N SUNNYSIDE AVE SIERRA MADRE CA 91024**
Assessed Owner(s): **CONGREGATION OF THE PASSION**

Tax Rate Area:	0007516	Value	Conveyance Date:	0/0/1972
Use Code:	7100	Land:	Conveying Instrument:	
Church		Improvements:	Date Transfer Acquired:	1-1-72
Region Code:	05	Personal Property:	Vesting:	
Flood Zone:		Fixtures:	Year Built:	
Zoning Code:	SRRI-CUP*	Inventory:	Year Last Modified:	
Taxability Code:		Exemptions	Square Footage	
Tax Rate:		Homeowner:	Land:	
Bill #:		Inventory:	Improvements:	
Issue Date:	10/15/2013	Personal Property:	Tax Defaulted:	
		Religious:	Total Tax:	26,089.02
		All Other:		
		Net Taxable Value:		

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	13,044.51	1,304.45	12/10/2013	PAID	10/30/2013	0.00
2nd	13,044.51	1,314.45	04/10/2014	UNPAID		13,044.51
Total Balance:						13,044.51

Account	Special Lien Description	Amount
36.92	LA CO PARK DISTRICTS	3,806.23
30.71	L.A. COUNTY FLOOD CONTROL	16,755.60
61.32	SAN GABRIEL MOSQ ABATE	15.64
1.70	L.A. CITY TRAUMA/EMERGENCY SERV.	2,512.28
62.15	CO SANITATION DIST NO. 15	1,450.49

Underlying Parcels: **5761-002-007** Future Parcels: Related Parcels:

THIS INFORMATION IS PROVIDED FOR CUSTOMER SERVICE PURPOSES ONLY. PROPERTY INSIGHT DOES NOT WARRANT, NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN ON THIS REPORT

***** END OF REPORT *****

and... personally appeared...
I, Thomas, his wife, Alice...
his wife, personally known to me as the persons desig-
ed herein, whose names are subscribed in, and who con-
ceded the within instrument, and they each acknowledge
to me that they executed the same on their own voluntary
act and accord.

In Witness Whereof, I have hereunto set my hand and af-
fixed my official seal, this 20th day of February, 1909, at
above written.

(Notarial Seal)
John J. Crowley,
Notary Public in and for the County of Cook, Illinois.
My Commission expires Nov. 9, 1909. [U.S. Rev. Stamp & Seal]

114.
copy 26

A full, true and correct copy of original. Recorded at request of
Grantee, Mar. 4, 1909, at 47 min. past 11 a.m. #277.

B. L. Logan, County Recorder. Fee \$1.00
3645-85

This Indenture, made this 20th day of February
in the year of our Lord one thousand nine hundred and nine
between Gertrude C. Maughlin, of Los Angeles, California,
a widow, party of the first part, and Edward C. Manning,
of Los Angeles, California, party of the second part.

Witnesseth: That the said party of the first part,
for and in consideration of the sum of ten dollars (\$10.00)
lawful money of the United States of America, to her in hand
paid by the said party of the second part, the receipt where-
of is hereby acknowledged, has granted, bargained and
sold, conveyed and confirmed, and by these presents does
grant, bargain and sell, convey and confirm unto the said
party of the second part, and to his heirs and assigns for-
ever, an undivided one-fourth (1/4) interest in all that certain
lot, parcel or piece of land situate, lying and being in the
County of Los Angeles, State of California, and bounded
and particularly described as follows to-wit:

The North East quarter of the North East quarter of
Section Eighteen (18), Township One (1) North, Range One
West, S. B. M. Excepting therefrom a triangular
piece of land in the North West corner containing
two and eight tenths (2.8) acres.

Also that portion of Lot Two (2) of said Section Seventeen (17) bounded as follows: beginning at the south west corner of said lot; thence South on the East line thereof three and fifty-seven hundredths (3.57) chains; thence North seventy-nine degrees (79°) forty-five minutes (45') West five and forty-eight hundredths (5.48) chains; thence North two and fifty-nine and one-half hundredths (2.59 1/2) chains to the North line of said lot; thence East along the North line five and thirty-nine and one-fourth (5.39 1/4) hundredths chains to the place of beginning.

Also the West half of the North West quarter of the North West quarter of Section Seventeen (17), Township One North, Range Eleven (11) West, 2 R. M.

Also that portion of the South West quarter of the West West quarter and Lot One (1) of said Section Seventeen (17) and portions of Lots Nineteen (19) and Twenty (20) of the Sierra Madre Tract, as per map recorded in Book 4, pages 502 and 503, Miscellaneous Records of said County, described as follows: Beginning at the North West corner of the South West quarter of the North West quarter of said Section Seventeen (17) thence South along the West line of said section and its prolongation eighteen hundred twenty-nine and forty-six hundredths (1829.46) feet to the South West corner of the three and thirty-three hundredths (3.33) acre tract conveyed by N. G. Carter to Palmer T. Reed by deed recorded in Book 99, page 94 of Deeds; thence East along the South line of said tract and the North line of a tract of land conveyed by said Reed to said Carter by deed recorded in Book 99, Page 96 of Deeds eleven hundred thirty-six (1136) feet - a little more or less to the South West corner of the nine and one hundred fifty-six thousandth (9.156) acre tract of land conveyed by Palmer T. Reed to the Sierra Madre Water Company by deed recorded in Book 1349, Page 275 of Deeds; thence along the West line of said tract North ten degrees (10°) West two hundred ten (210) feet; North twenty-seven degrees (27°) thirty minutes (30') West one hundred forty-three (143) feet; North two degrees (2°) fifteen minutes (15') West three hundred twenty-four (324) feet; North ten degrees (10°) West

H.P.

North twenty-four degrees (24) fifty-four minutes (54) West one hundred thirty-three and sixty-five hundredths (133.65) North five degrees (5) thirty-four minutes (34) West four hundred fifty-four and eighty hundredths (454.8) feet; and North sixty-five (65) feet to the North line of said South West quarter of the North West quarter of said Section Seventeen (17) at a point distant ten hundred ninety-two (1092) feet East of the North West corner thereof; thence West along said North line ten hundred ninety-two (1092) feet to the place of beginning; Excepting therefrom that right of way for a pipeline over the West half of the North West quarter of the North West quarter of Section Seventeen (17) as granted to A. D. Truesdell by deed recorded in Book 834, page 211 of Deeds Records of Los Angeles County.

Free and clear from all encumbrances except the certain mortgage executed by S. S. Marshutz and Hattie Marshutz, his wife, W. J. Maughlin and Gertrude B. Maughlin, his wife, S. C. Manning and C. T. Manning, his wife, and Phil A. Newmark and Rose Roth Newmark, his wife, to secure their note for fifteen thousand dollars, \$15,000.00, payable to William Ireland dated March 5-1906, and recorded March 15-1906, at Page 57, Book 1379, of Mortgages, Records of Los Angeles County;

And also, to-wit: An undivided one-fourth (1/4) interest in all that certain lot, parcel or piece of land situate, lying and being in the County of Los Angeles, State of California, and bounded and particularly described as follows:

The North ten (10) acres of that portion of Lots Nineteen (19) and Twenty (20), of the Sierra Madre Tract, in the County of Los Angeles, State of California, as far map recorded in Book Page 502, Miscellaneous Records of said County, bounded as follows: Beginning at a point in the South line of said Lot Nineteen (19), eight and seven hundredths fifty-five thousandths (8.755) chains East to its South West corner, said point being the South East corner of land conveyed to J. H. Wood by deed recorded in Book 101, Page 572 of Deeds, thence North to the East line of said land conveyed to J. H. Wood, thence

This certificate first above written

Notarial Seal

Ward Chapman

Notary Public in and for the County of Los Angeles State of California
Commission expires September 8, 1905.

130.

A full, true and correct copy of original. Recorded at request of
Grantee. Mar., 4, 1909. at 29 min. past 12. M. F 262-

copyist

C. L. Logan. County Recorder. By C. M. Barber Deputy

This Indenture, made the 30th day of January
A. D. 1909, between the Title Guaranties and Trust Company
a corporation, organized and existing under the laws of the
State of California, and having its principal place of business
at the City of Los Angeles, County of Los Angeles, State of Cali-
fornia, the party of the first part, and Miss Eva Walker,
the party of the second part.

Witnesseth: That the party of the first part for and
in consideration of the sum of Ten (\$1000) Dollars, gold coin of
the United States of America, to it in hand paid by the said party
of the second part, the receipt whereof is hereby acknowledged,
does by these presents grant, bargain and sell, convey and con-
firm unto the said party of the second part, and to her heirs &
assigns forever, all that certain real property situate in
County of Los Angeles, State of California, and particularly de-
scribed as follows:

Lot Twelve (12) in Block Twenty-three (23) of Redondo Villa
Tract, as per map recorded in Book 10, page 82 of maps
in the office of the County Recorder of said County, subject to
any and all unpaid taxes or tax sales.

Provided, however, that this conveyance is made and
accepted upon each of the following conditions, which shall ap-
ply to and be binding upon the grantee, her heirs, devisees, executors,
administrators and assigns.

- First: That no intoxicating liquors shall be sold upon said property
- Second: That said property shall be used for residence purposes only. Which covenants shall be covenants running with the land and in case of violation thereof the title hereby granted shall revert to the grantor, its successors or assigns, each of whom respectively shall have the right to immediately re-enter upon said property.

before me, J. R. Gatchside, a Notary Public in and for said County, personally appeared, U. S. Wood, and Laura E. Wood, his wife known to me to be the persons, whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same. Witness my hand and official seal.

Notarial Seal J. R. Gatchside. Notary Public
in and for the County of Los Angeles State of California.

87 A full true and correct copy of original, recorded at request of Grantee Nov. 24-1909 at 5 Min. past 11:11 AM '09 -
C. L. Logan, County Recorder By C. Hunter, Deputy

Dec 9 3917-309

This Indenture made the 25th day of September in the year of our Lord one thousand nine hundred and nine, between E. C. Marshutz and Hattie Marshutz his wife, and Philip A. Newmark and Rose Rollo Newmark his wife, all of the City of Los Angeles County of Los Angeles State of California the parties of the first part and E. C. Marshutz, of said place, the party of the second part.

Witnesseth that the party of the first part for and in consideration of the sum of Ten (\$10.00) Dollars Gold Coin of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell convey and confirm unto the said party of the second part and to his heirs and assigns forever all those certain lots pieces, or parcels of land, situated lying and being in the County of Los Angeles State of California, and bounded and particularly described as follows to wit:

The northwest quarter of the northeast quarter of Section 18 Township One (1) North Range Eleven (11) West S. B. M. excepting therefrom a triangular piece of land in the northwest corner containing about 2.8 acres and having its north and west sides 7.59 chains long Also a portion of lot 5, of said Section 18 described as follows, commencing at the northeast corner of said lot, thence south on the east line thereof 8.57 chains thence north 72° 45' West five and forty eight hundredths (5.48) chains thence

100 3914

North two and fifty nine and one half hundredths (2.59 1/2) chains to the north line of said lot; thence east along the north line five and thirty nine and one quarter hundredths (5.39 1/4) chains to the place of beginning; Also the west half of the northwest quarter of the Northwest quarter of Section 17 Township one (1) North, Range Eleven (11) West, S.B.M.

Also that portion of the southwest quarter of the Northwest quarter and lot 1, of said section 17, and portions of lots 19 and 20 of the Sierra Madre Tract as per map recorded in Book 4 pages 502 and 503 Miscellaneous Records of said County described as follows: Beginning at the northwest corner of the Southwest quarter of the Northwest quarter of said Section 17; thence south along the west line of said section and its prolongation 1829.46 feet to the southwest corner of the 3.33 acre tract conveyed by N. C. Carter to Palmer J. Reed by deed recorded in Book 77 page 74 of Deeds; thence East along the south line of said Tract and the north line of a tract of land conveyed by said Reed to said Carter by deed recorded in Book 77 page 76 of Deeds, 1136 feet a little more or less to the southwest corner of the 9.156 acre tract of land conveyed by Palmer J. Reed to the Sierra Madre Water Company by deed recorded in Book 1347 page 275 of Deeds; thence along the west line of said tract North 10' west 210 feet; North 27° 30' West 143 feet; North 2° 15' West 394 feet; North 25° 05' East 265.3 feet; North 15° 30' East 244.5 feet; North 24° 54' West 133.65 feet; North 5° 34' West 454.80 feet; and North 65 feet to the North line of said southwest quarter of Northwest quarter of said section 17 at a point distant 1092 feet east of the north-west corner thereof; thence west along said north line 1092 feet to the place of beginning. Also such rights of way as are appurtenant to any of the above described land, and subject to any rights of way granted by these grantors of their grantors, and now on record; Also the north ten (10) acres of that portion of lots situated

H B

(19) and Twenty (20) of the Sierra Madre Tract, as per map recorded in Book 4 page 502 Miscellaneous Records of said County bounded as follows: Beginning at a point in the south line of said lot nineteen (19), eight and seven hundred fifty five thousandths (8.755) chains east of its southwest corner, said point being the southeast corner of land conveyed to J. W. Wood by deed recorded in Book 101 page 573 of Deeds; thence North along the East line of said land conveyed to J. W. Wood, twenty two and fifty six hundredths (22.56) chains to the south line of land conveyed to A. C. Smith by deed recorded in Book 84 page 315 of Deeds; thence east along the south line of said land of A. C. Smith, and along South line of land conveyed P. C. Reed by deed recorded in Book 77 page 27 of Deeds eight and eight hundred sixty five thousandths (8.865) chains to the northwest corner of land conveyed to J. H. Kercheval by deed recorded in Book 71 page 245 of Deeds; thence South along the west line of said land conveyed to J. H. Kercheval, twenty two and fifty six hundredths (22.56) chains to the south line of said lot twenty (20); thence west along the south line of said lot twenty (20), and nineteen (19) eight and eight hundred sixty five thousandths (8.865) chains to the place of beginning, containing twenty (20) acres, more or less. Together with eighty (80) shares of stock in Sierra Madre Water Company.

Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions, remainder, and remainders, rents, issues, and profits thereof.

To have and to hold all and singular the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever.

Subject nevertheless to all taxes, state, county and municipal and district for the fiscal year 1907 and 1910, also all water assessments and also subject

those certain mortgages executed in favor of William Garland, to secure the payment of two promissory notes for \$14500.00 and \$3000.00, respectively, and which mortgages were filed in the office of the County Recorder of said Los Angeles County on the 16th day of April 1909, and each of which said mortgages said grantee by the acceptance of this conveyance hereby assumes and agrees to pay.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and Delivered in the Presence of

J. C. Humphreys.
Dorothy B. Dockweiler.
State of California.

S. L. Marshutz (seal)
Hattie Marshutz (seal)
Philip A. Newmark (seal)
Rose Roth Newmark (seal)

County of Los Angeles: On this 20th day of October in the year nineteen hundred and nine, before me, J. C. Humphreys a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. L. Marshutz, and Hattie Marshutz his wife, and Philip A. Newmark, and Rose Roth Newmark his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. Witness my hand and official seal.

Notarial Seal J. C. Humphreys, Notary Public in and for said County of Los Angeles, State of California
A full true and correct copy of original, recorded at request of Grantee Nov. 20-1909 at 57 Min. Past 7 A.M. + 227 --
C. L. Logan, County Recorder, By C. Hubow, Deputy.

97
Copy 33

Grant Deed.

Warren R. Fowler and Hattie M. Fowler husband and wife, in consideration of Ten (\$10.00) Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do hereby Grant to John Mahan, all that real property situated in the City of Pomona County of Los Angeles, State of California, described as follows:
Lot Five (5) in Block B of F. C. Resubdivision

Grant Deed.

We, E. W. Manning and Frances Manning, his wife of the City of Los Angeles, County of Los Angeles, State of California, in consideration of ten and no/100 hundredths Dollars to us in hand paid, the receipt of which is hereby acknowledged, do hereby grant to California Cattle Raisers Company, a corporation organized and existing under the laws of the State of California, and having its principal place of business at the City of Sierra Vista, County of Los Angeles, State of California, all that real property situated in the County of Los Angeles, State of California, described as follows:

X The north east quarter (25%) of the north east quarter (25%) of Section Eighteen (18) Township One (1) North Range Eleven (11) West (11) P.M.

Excepting therefrom a triangular piece of land on the North west corner containing about two and eight tenths (2.8) acres and having its North and West side seven and fifty nine hundredths (7.59) chains long.

Also a portion of Lot Five (5) of said Section Eighteen (18) described as follows:

Beginning at the North east corner of said lot (5) South on the East line thereof three and fifty seven hundredths (3.57) chains; thence North along the same line two feet; thence West along the same line fifty eight hundredths (0.58) chains; thence North two and fifty nine and one half hundredths (2.595) chains to the North line of said lot; thence East along the North line five and thirty nine and one fourth hundredths (5.3925) chains to the place of beginning.

Also the West half of the North West quarter (1/4) of the North west quarter (1/4) of Section Eighteen (18) Township One (1) North Range Eleven (11) West (11) P.M.

Also that portion of the North west quarter (1/4) of the North west quarter (1/4) of said Section Eighteen (18) and portions of Lots One (1) and Two (2) of said Section Eighteen (18) of the Sierra Vista, California, Cattle Raisers Company.

Witness our hands and seals this 1st day of August 1902.

laneous Records of said County, described as follows:
Beginning at the North-west corner of the North-west quarter of 36th of the North-west quarter of 22nd of said Section Township 17th; thence South along the West line of said section and its prolongation eight hundred thirty-nine and forty-six hundredths feet to the North-west corner of the three and thirty-three hundredths acre tract conveyed by N. B. Carter to Palmer & Reed by deed recorded in Book 99, page 74 of Deeds, Records of said County; thence East along the South line of said tract and the North line of a tract of land conveyed by said Reed to said Carter by deed recorded in Book 99, page 96 of Deeds, Records of said County, eleven hundred thirty-six and a little more or less to the South-west corner of the nine and one hundred fifty-six thousandths acre tract of land conveyed by Palmer & Reed to the Sioux Trading Post Company by deed recorded in Book 1017, page 275 of Deeds, Records of said County; thence along the West line of said tract North ten degrees 30' West two hundred ten feet; North twenty-seven degrees 37' thirty minutes 30" West one hundred forty-three feet; North two degrees 30' fifteen minutes West three hundred ninety-four feet; North ten and five degrees 30' five minutes East two hundred sixty-five feet; North thirty minutes East two hundred forty-four and five tenths feet; North twenty-four degrees 30' West one hundred thirty-two and sixty-five hundredths feet; North five degrees 30' thirty-four minutes West four hundred fifty-four and eighty hundredths feet, and North sixty-five feet to the North line of said North-west quarter of the North-west quarter of said Section Township 17th a point distant one hundred ninety-two and one half feet East of the North-west corner thereof; thence East along said North line ten hundred ninety-two and one half feet to the place of beginning.

H

21

of the Northwest quarter (N.W. 1/4) of said Section Seven
and the portion of the South East quarter (S.E. 1/4)
of the Northwest quarter (N.W. 1/4) of said Section Seven
and the portions of said Lots Nineteen (19) and
Twenty (20) being located in the City of Sierra Madre

The North ten (10) acres of that portion of Lots Nineteen
(19) and Twenty (20) of the Sierra Madre Tract in
the City of Sierra Madre, as to which is recorded in Book
4, page 222, Miscellaneous Records of said County, bounded
as follows:

Beginning at a point in the South line of said lot
Nineteen (19), eight and seven hundred fifty-five
thousandths (8,755) chains East from its South-west
corner, said point being the South-west corner of land
conveyed to J. W. Wood by deed recorded in Book 101, page
55 of Deeds, Records of said County; thence North
along the East line of said land conveyed to J. W. Wood
twenty-two and fifty-six hundredths (22.56) chains
to the South line of land conveyed to A. E. Smith by deed
recorded in Book 54, page 50 of Deeds, Records of said
County; thence East along the South line of said land
of A. E. Smith and along the South line of land con-
veyed to J. W. Wood by deed recorded in Book 101, page
55 of Deeds, Records of said County, eight and eight
hundred sixty-five thousandths (8,865) chains to the
North-west corner of land conveyed to J. W. Wood by deed
recorded in Book 101, page 55 of Deeds, Records of said
County; thence South along the West line of
said land conveyed to J. W. Wood, twenty-two and
fifty-six hundredths (22.56) chains to the South line
of Lot Twenty (20); thence West along the South line
of said lots Twenty (20) and Nineteen (19), eight and
eight hundred sixty-five thousandths (8,865) chains
to the point of beginning, containing five (5) acres
more or less, and all rights of way appurtenant to said
land.

And the same is to hold to the said grantee, its heirs
and assigns, subject to the taxes for the fiscal year of 1905-1906
and thereafter, which taxes shall be paid by the said grantee.

accessions now shown:

Subject also to a mortgage covering a portion of the herein described property given to secure a note of \$14,500.00, dated March 5th, 1907, in favor of William Garland, as recorded in the office of the County Recorder of Los Angeles County, California, on April 16th, 1907.

Subject also to a mortgage covering a portion of the herein described property given to secure a note of \$5000.00, dated March 5th, 1907, in favor of William Garland, filed for record in the office of the County Recorder of Los Angeles County, California, on April 16th, 1907.

Subject also to a first deed to the Title Insurance and Trust Company executed by E.C. Manning to secure a note of \$7000.00, dated September 25th, 1907, due six months after date, with interest at 9% per annum, payable quarterly, in favor of the Marshall & Co.

All of which incumbrances the party of the second part herein does hereby assume and agree to pay as a part of the consideration for the conveyance.

Witness our hands this twenty second day of October

Edw. C. Manning
E. C. Manning

County of Los Angeles, State of California, this 22nd day of October 1907. That Charles W. Manning, Mayor of Los Angeles, California, and E. C. Manning known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Notary Public
in and for the County of Los Angeles, State of California.
My full term and correct copy of my seal recorded at
San Francisco, California, on the 22nd day of October 1907.
Charles W. Manning, County Recorder. A. H. H. Deputy

This instrument, made this 22nd day of October 1907, is the true and correct copy of the original instrument between the parties herein.

of the County of Los Angeles, State of California,
being duly commissioned and
personally appeared W. L. Edwards
and Matthew M. Edwards, known to me
to be the persons whose names were
subscribed to the within instrument,
and acknowledged that they executed
the same as witnesses whereof I have
been to set my hand and affixed
my official seal, this day and year
in this certificate first above written.

D. H. Harwood, Justice
of the Peace, Palmdale Township, in and for
the County of Los Angeles, State of California.
A full, true & correct copy of original recorded at
Palmdale, Cal. S. O. No. 17, 1912 at 9 A.M. 768-
C. L. Logan, County Recorder. By M. Wise Deputy

Deed
5223-
275

Grant Deed. El Reposo Sanatorium
Company, a corporation, created and
existing under and by virtue of the
laws of the State of California, in
consideration of ten dollars to it
in hand paid, the receipt of which
is hereby acknowledged, does hereby
grant to Lyman J. Hayes, all that
real property situated in the County
of Los Angeles, State of California, des-
cribed as follows:

The North East quarter of the North
east quarter of Section Eighteen (18),
Township One (1) North, Range Eleven
(11) West, S. B. M., in the County of Los Angeles,
State of California. Excepting therefrom
triangular piece of land in the North
East corner containing about two
and one-half (2 1/2) acres, and the
West side

of Lot One (5) of said
Section Eighteen (18), described as follows:
Beginning at the North east corner of
said Lot, thence South on the East
line thereof three and fifty seven hun-
dredths (3.57) chains; thence North seven-
ty nine degrees (79) forty five minutes (45')
West five and forty eight hundredths
(5.48) chains; thence North two and
fifty nine and one half hundredths
(2.59½) chains to the North line of said
lot; thence East along the North line
five and thirty nine and one fourth hun-
dredths (5.39¼) chains to the place of
beginning. Also the West half of the
North west quarter of the North west
quarter of Section Seventeen (17), Township
One (1) North, Range Eleven (11) West, S.B.M.,
in the County of Los Angeles, State of California.
Also that portion of the South west quarter
of the North west quarter and Lot One (1)
of said Section Seventeen (17) and portion
of Lots Nineteen (19) and Twenty (20) of the
Sierra Madre Tract, as per maps recorded
in Book 4, pages 502 and 503, Miscellaneous
Records of said County, described as follows:

Beginning at the North west corner of the
South west quarter of the North west quar-
ter of said Section Seventeen (17); thence
South along the West line of said section
and its prolongation one thousand eight
hundred twenty nine and forty six hun-
dredths (1809.46) feet to the South west
corner of the three and thirty three hun-
dredths (3.33) acre tract conveyed by N. C.
Carter to Palmer H. Reed, by deed recorded
in Book 99, page 94 of Deeds; thence East
along the South line of said tract
the North line of a tract of land

H 3

thence, one thousand one hundred thirty
six (1136) feet, a little more or less,
to the South west corner of the mine
and one hundred fifty six thousand
two (9,156) acre tract of land con-
veyed by Palmer & Reed to the Sierra
Madre Water Company, by deed record-
ed in Book 1349, page 275 of Deeds,
thence along the West line of said
tract North ten degrees (10°) West two
hundred ten (210) feet; North twenty
seven degrees (27°) thirty minutes (30')
West one hundred forty three (143) feet
North two degrees (2°) fifteen minutes
(15') West three hundred ninety four
(394) feet; North twenty five degrees
(25°) five minutes (5') East two hun-
dred sixty five and three tenths
(265.3) feet; North fifteen degrees
(15°) thirty minutes (30') East two hun-
dred forty four and five tenths (244.5)
feet; North twenty four degrees (24°)
fifty four minutes (54') West one hun-
dred thirty three and sixty five hun-
dredths (133.65) feet North five degrees
(5°) thirty four minutes (34') West four
hundred fifty four and eighty hun-
dredths (454.80) feet, and North sixty five
(65) feet to the North line of said South
west quarter of the North west quarter
of said Section Seventeen (17) at a point
distant one thousand ninety two (1092)
feet East of the North west corner thence
thence West along said North line one
thousand ninety two (1092) feet to the
place of beginning. The West half
of the North west quarter of the North
west quarter of said Section

Sections Seventeen (17), and the portions of said Lots Nineteen (19) and Twenty (20) herein described, being in the City of Lima Madre.

Subject to the following:

First: A mortgage executed by S. H. Marchutz, Hattie Marchutz, his wife, E. C. Manning, E. S. Manning, his wife, Philip A. Newmark and Rose Roth Newmark, his wife, to secure their note (and any renewals thereof) for Fourteen thousand five hundred dollars (\$14,500.00), dated March 5th, 1909, due five years after date, with interest at nine and one-half per cent per annum, payable quarterly, in favor of William Garland, recorded April 16th, 1909, in Book 2073, page 151, of Mortgages.

Second: A right of way for a pipeline over the West half of the North west quarter of the North west quarter of Section Seventeen (17) as granted to A. D. Russell, by deed recorded in Book 334, page 211 of Deeds.

Third: A right of way over a portion of Lots Nineteen (19) and Twenty (20) of the Lima Madre Tract, and a portion of the South west quarter of the North west quarter of Section Seventeen (17), to construct, use, occupy, maintain and replace electrical lines consisting of poles, wires, cross arms and other necessary appliances, and to make connections therewith and extensions thereof, from time to time, as conveyed to the Southern California Edison Company, by deed recorded in Book 424, page 47 of Deeds.

The A. trust, made to the trust

... company, a corporation, to secure
bonfide indebtedness of One hundred
thousand dollars (\$100,000) evidenced
by one hundred seventy five bonds,
twenty five of One thousand Dollars
(\$1000.00) each, and one hundred fifty
of Five hundred dollars (\$500.00) each,
dated March 1st, 1911, due March 1st,
1921, with interest at six per cent
per annum, payable half-yearly,
on the 1st day of September and March
of each year, which was recorded
July 28th, 1911, in Book 4603, page 296
of Deeds.

Fifth: State, county and city taxes
and assessments as shown by the
public records.

To have and to hold to the said
grantee, - his heirs or assigns forever.

The grantor also hereby grants
and transfers to the grantee all of
its rights, title and interest in and
to all of the personal property sit-
uated upon the premises hereby conveyed
In Witness Whereof, the said El
Repos Sanatorium Company has here-
unto caused its corporate name and
seal to be affixed by its President
and Secretary, thereto duly authorized,
this 8th day of October, 1912.

Corporate Seal) El Repos Sanatorium Company
By Sherman Smith, President
By Robert N. de Normandie, Secy

State of California)
County of Los Angeles) On this 8th day
of October, 1912, before me, Lina E. Shirley,
a duly qualified and for said County
legally sworn, Notary Public, the said

120
be the Secretary of El Reposo Sanatorium
Company, the corporation that
executed the within and foregoing
instrument, and known to me to be
the; persons who executed the within
instrument on behalf of the corpora-
tion therein named, and acknowl-
edged to me that such corporation
executed the same. Witness my hand
and official seal the day and year
in this certificate first above written:

(Notarial Seal) Lina E. Shirley, notary
public in and for the County of Los Angeles, State of California

Oke, the undersigned, stockholders of
record of El Reposo Sanatorium Company,
a corporation, and holding of record
the number of shares of the capital
stock of said corporation set after
our respective names, do hereby consent
to the execution and delivery of the
above and foregoing deed:

Eduard C. Manning - 149,875 shares
(Completed) Sherman Smith 1 "

State of California
County of Los Angeles On this 17th day
of October, A.D. 1912, before me, Lina E.
Shirley, a notary public in and for the
said County and State, residing therein,
duly commissioned and sworn, personally
appeared Eduard C. Manning and Sherman
Smith known to me to be the persons
whose names are subscribed to the within
instrument, and acknowledged to me
that they executed the same. Witness
whereof, I have hereunto set my hand
and affixed my official seal the day
and year in this certificate first above written:

(Notarial Seal) Lina E. Shirley, notary
public in and for the County of Los Angeles, State of California

of original recorded
of the County of Los Angeles, California, at 21 minutes past 2 o'clock
P.M. of the County Recorder, By J. G. Sturges, Deputy

This Indenture, made the eighth day
of October, in the year of our Lord one
thousand nine hundred and twelve,
between the Conservative Investment
Co of Los Angeles, a corporation organ-
ized and doing business under the
laws of the State of California, and
having its principal place of business
in Los Angeles, California, California,
the party of the first part, and Theo-
dore Weissendanger, unmarried, of
the City and County of Los Angeles,
State of California, the party of the
second part,

Witnesseth: That the said party of
the first part, for and in considera-
tion of the sum of Five and no/100
(\$5.00) dollars, gold coin of the United
States of America, to it in hand
paid by the said party of the second
part, the receipt whereof is hereby
acknowledged, has granted, bargained,
and sold, and by these presents does
grant, bargain and sell, convey and
confirm, unto the said party of the
second part, Theodore Weissendanger,
unmarried, and to his heirs and as-
signs forever, all that certain lots,
pieces or parcels of land, situated, lying
and being in the County of Los Angeles,
State of California, bounded and particular-
ly described as follows, to-wit:

Lots 10515 and 10517 Block C,
Part 241, recorded in Book 14, page
of the County Recorder of Los Angeles,
California.

on the first day of October, 1923, the parties hereto made and entered into a written contract by the terms of which, in substance, said first party assigned to second party, upon certain terms and conditions therein provided, an oil and gas mining lease bearing date the 17th day of July, 1923, made by Alice Gray Warble to W. C. Currier upon and of certain land situated in Los Angeles County in the State of California and more particularly described as Lots Nos. 43 and 44 in Tract No. 530 (as per map in Book 15, Page 172 in the office of the County Recorder of said County) in so far as said lease relates to said Lot No. 44, which contract is hereby specially referred to for greater certainty; and

Whereas second party wishes to make a similar contract with said first party relating to and covering said Lot No. 43; Now, Therefore, said first party agrees to and with said second party that in the event, and upon the condition only, that second party shall have drilled and fully completed the first well provided for in said contract of date October 1, 1923, and equipped and put the same in operating condition pursuant to and strictly in accordance with the provisions of said last mentioned contract; he will within five days from and after the completion and equipment of said well and the putting of the same in operation, make and enter into a written contract to and with said second party for the assignment and transfer of said lease to said second party in so far as the same relates to and affects said Lot No. 43, upon the same terms and conditions as are provided by said contract of October 1, 1923, with reference to said Lot No. 44, save and except that the actual drilling of the first well on said Lot No. 43 shall be commenced within thirty (30) days from the date of the contract to be made as above provided with reference to said last mentioned lot. In Witness Whereof the said first party has dated this instrument and subscribed the same this first day of October, 1923.

W. C. Currier (SEAL)

State of California, County of Los Angeles,)ss

On this 2nd day of October, 1923, before me, Edith E. Wallory, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared W. C. Currier known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

In and for said County and State. My Com. Exp. Sept. 6, 1926. Edith E. Wallory, Notary Public,

Redondo, October 1st, 1923.

I, Pearl A. Currier have read the within and foregoing contract, and hereby consent to the assignment and transfer of all my interest in and to the oil, gas and mining lease, described therein, upon the terms and provisions contained in said contract, dated this first day of October, 1923.

Pearl A. Currier.

State of California, County of Los Angeles,)ss

On this 3rd day of October, A. D. 1923, before me, Ernest C. Heath, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Pearl A. Currier, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Notarial Seal)

In and for said County and State. Ernest C. Heath, Notary Public, 1277 Copy of original recorded at request of A. N. Parsons, Oct. 5, 1923 10 Min. Past 11 A.M. Copyist #75 Compared C.L. Logan, County Recorder, by Deputy

U.S.I.P.S.#70.00 Cancelled.

GRANT DEED.

LYMAN J. GAGE and FRANCES ADA GAGE, his wife, of the County of San Diego, State of California, for and in consideration of the sum of Ten Dollars (\$10.00) the receipt whereof is hereby acknowledged, do hereby grant to R. B. WILSON of the City of Sierra Madre, County

O.M.
2257-68

of Los Angeles, State of California, all that certain real property particularly described as follows, to-wit: The North East quarter of the North East quarter of Section Eighteen (18) Township One (1) North, Range Eleven (11) West, S.P.M., in the County of Los Angeles, State of California. Excepting therefrom a triangular piece of land in the North West corner containing two and eight-tenths (2.8) acres and having its North and West sides seven and fifty-nine hundredths (7.59) chains long.

Also a portion of Lot Five (5) of said Section Eighteen (18) described as follows:

Commencing at the North East corner of said Lot; thence South on the East line thereof three and fifty-seven hundredths (3.57) chains; thence North seventy-nine degrees (79°) forty-five minutes (45') West five and forty-eight hundredths (5.48) chains; thence North two and fifty-nine and fifty nine and one-half hundredths (2.59½) chains to the North line of said lot; thence East along the North line five and thirty-nine and one-half hundredths (5.39½) chains to the place of beginning.

Also the West half of the North West quarter of the North West quarter of section seventeen (17), Township One (1) North, Range Eleven (11) West S.P.M., in the City of Sierra Madre, County of Los Angeles, State of California. Also that portion of the South West quarter of the North West quarter and of Lot One (1) of said Section Seventeen (17) and that portion of Lots Nineteen (19) and Twenty (20) of the Sierra Madre Tract, in the City of Sierra Madre, County of Los Angeles, State of California, as per map recorded in Book 4, Pages 802 and 803 Miscellaneous Records of said County, described as a whole as follows:

Beginning at the North West corner of the South West quarter of the North West quarter of said Section Seventeen (17) thence South along the West line of said Section and its prolongation eighteen hundred and twenty-nine and forty-six hundredths (1829.46) feet to the South West corner of the three and thirty three hundredths (3.33) acre tract, conveyed by N. C. Carter to Palmer T. Reed, by deed recorded in Book 99 Page 94 of Deeds; thence East along the South line of said Tract and the North line of land conveyed by said deed to said Carter, by deed recorded in Book 99, Page 96 of Deeds, eleven hundred thirty six (1136) feet, a little more or less, to the South West corner of the nine and one hundred fifty-six thousandths (9.156) acre tract conveyed by Palmer T. Reed to the Sierra Madre Water Company, by deed recorded in Book 1249 Page 275 of Deeds, thence along the West line of said Tract North ten degrees (10°) West two hundred ten (210) feet; North twenty seven degrees (27°) thirty minutes (30') West one hundred forty-three (143) feet; North two degrees (2°) fifteen minutes (15') West three hundred ninety-four (394) feet; North twenty five degrees (25°) five minutes (5') East two hundred sixty five and three tenths (265.3) feet; North fifteen degrees (15°) thirty minutes (30') East two hundred forty-four and five tenths (244.5) feet; North twenty-four degrees (24°) fifty-four minutes (54') West one hundred thirty-three and sixty-five hundredths (133.65) feet; thence North five degrees (5°) thirty-four minutes (34') West four hundred fifty-four and eighty hundredths (454.80) feet; and North sixty-five (65) feet to the North line of said South West quarter of the North West quarter of said Section Seventeen (17) at a point distant ten hundred ninety two (1092) feet East of the North West corner thereof; thence West along said North line ten hundred ninety two (1092) feet to the place of beginning.

The West half of the North Westquarter of the North West quarter of said Section Seventeen (17) the portion of the South West quarter of the North West quarter of said Section Seventeen (17) and the portions of said Lots Nineteen (19) and Twenty (20) herein described, being in the City of Sierra Madre.

Subject to: First: All taxes for the fiscal year 1923- 1924; Second: A right of way for a pipe line over the West half of the North West quarter of the North West quarter of Section Seventeen (17) as granted to A. D. Trussell, by deed recorded in Book 834 Page 211 of Deeds. Third: A right of way over a portion of Lots Nineteen (19) and

Twenty (20) of the Sierra Madre Tract and a portion of the South West quarter of the North West quarter of Section Seventeen (17), to construct, use, occupy, maintain and replace electric lines consisting of poles, wires, cross-arms, and other necessary appliances and to make connections therewith and extensions thereof from time to time, as conveyed to the Southern California Edison Company, by deed recorded in Book 4284 Page 47 of Deeds.

Witness our hands this 17th day of August, nineteen hundred and twenty three.

Signed, Sealed and Delivered in the Presence of)
M. C. Searl.
Henrietta Ballu.

Lyman J. Gage (SEAL)
Frances Ada Gage. (SEAL)

State of California, County of Los Angeles,)ss

On this 17th day of August, in the year nineteen hundred and twenty three, before me, F. W. Settle, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lyman J. Gage and Frances Ada Gage, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same. Witness my hand and official seal.

(Notarial Seal)

F. W. Settle, Notary Public,
in and for said County of Los Angeles, State of California. My Com. Exp. Mar. 12, 1927.
#1247 Copy of original recorded at request of Title Insurance & Tr. Co. Oct. 5, 1923 at 51 Min.
Post 10 A. M. Copyist #75 Compared C. L. Logan, County Recorder, by John T. ... Deputy.

This Mortgage, Made the 11th day of September, 1923, By Equivard Land Co., a corporation organized under the laws of the State of California and having its principal place of business at the City of Los Angeles, in said State, hereinafter called Mortgagor, To Citizens Trust & Savings Bank, a corporation, hereinafter called Mortgagee,

Witnesseth: That the Mortgagor hereby mortgaged to the Mortgagee all that real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot numbered One Hundred Seventy (170) of Tract No. 2170, according to a map of said Tract filed for record in Map Book 68 at Pages 80 to 82 inclusive, Official Records, Los Angeles County, including all buildings and improvements thereon or that may be erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof; for the purpose of securing First: Performance of the promises and obligations of this mortgage and payment of the indebtedness evidenced by one promissory note (and any renewal or extension thereof) in words and figures, as follows:

\$2,750.00

Los Angeles, California, September 11th, 1923.

On or before six years after date, for value received, Equivard Land Co., a corporation, promises to pay to Citizens Trust & Savings Bank, a corporation, or order, at Los Angeles, California, the sum of Three thousand seven hundred fifty and no/100 Dollars, with interest from date until paid, at the rate of seven per cent. per annum, payable quarter yearly. Should the interest not be so paid, it shall become part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

(Corporate Seal)

76d Revenue stamps affixed & cancelled.

EQUIVARD LAND CO.
By Victor Girard, Vice President.
By W. E. Arnold, Secretary.

Second: Payment of attorney's fees, in a reasonable sum to be fixed by the Court, in any action brought to foreclose this mortgage or in any action, suit or proceeding affecting the rights of the mortgagee herein, whether brought by or against the owner of said real property, involving either the title thereto, the lien of this mortgage thereon, the validity or priority of such lien, or the rights of the mortgagee hereunder, whether such action, suit or proceeding progress to judgment or not; also payment of all costs and expenses of such suit; and such sum as said mortgagee may pay for searching the title to the mortgaged property.

... mortgage executed by Julia Schläener et al. To secure a note for \$850.00 in favor of Julia Koller, recorded in Book 541, Page 49, Official Records of said County. Subject also to the unpaid balance of a note for \$1250.00 secured by a Trust Deed executed by Joel Chandler Pullen et ux to Title Guarantee and Trust Co., a Corporation, in favor of John Schläener, et ux, recorded in Book 918 Page 22, Official Records of said County. To Have and To Hold to said grantees, his heirs or assigns.

Witness our hands this fifth day of April, 1924.

Guy E. Potter
Mabel M. Potter

State of California, County of Los Angeles: ss

On this fifth day of April, 1924, before me, Allen Durand, a Notary Public in and for said County, personally appeared Guy E. Potter, and Mabel M. Potter, known to me to be the persons, whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same. Witness my hand and official seal:

(Notarial Seal)

Allen Durand, Notary Public

ss and for the County of Los Angeles, State of California.
#171. A copy of original, recorded at request of Title Insurance & Tr. Co., Apr. 25, 1924, at 8:30 A.M. Copyist: #14. Compared. C.L. Logab, County Recorder, By Deputy

U.S. M. S. #35.00 cancelled. Grant Deed: W. B. Wilson and Bessie D. Wilson, husband and wife, in consideration of Ten and no/100 Dollars in them in hand paid, receipt of which is hereby acknowledged, do hereby grant to Rev. Peter Hanley, C.P. a single man, the real property in the County of Los Angeles, State of California, described as The North East quarter of the North East quarter of Section Eighteen (18) Township One (1) North, Range Eleven (11) West, S. B. M., in the County of Los Angeles, State of California. Excepting therefrom (1) a Triangular piece of land in the North West corner (containing Two and Eight tenths (2.08) acres and having its North and West sides Seven and Fifty-nine Hundredths (7.59) chains long, and also excepting therefrom (2) That portion of the North East quarter of the North East quarter of said Section Eighteen (18) described as follows: Beginning at the Southwest corner of the North East quarter of the North East quarter of Section Eighteen, Township One North, Range 11, West, S. B. M. in the County of Los Angeles, California, thence North 819.06 feet more or less along the westerly line of the North East quarter of the North East quarter of Section 18, to a point 7.50 chains Southerly from the North West corner of the North East quarter of the North East quarter of Section 18; thence North 45° East 708.5 feet, more or less, to a point on the Northernly line of the North East Quarter of the North East Quarter of Section 18 distant 7.69 Chains Easterly from the said North West corner; thence East 254.16 feet, more or less along said Northernly line; thence South 1320.2 feet, more or less, to the Southerly line of the North East quarter of the North East Quarter of Section 18; thence West along said Southerly line 708.1 feet, more or less, to the point of beginning, containing in all Twenty (20) acres, more or less. Also a portion of Lot Five (5) of said Section Eighteen (18), described as follows: Commencing at the North East corner of said Lot; thence South on the East line thereof three and fifty-seven hundredths (3.57) Chains; thence North seventy-nine (79°) degrees, forty-five (45) minutes, West, Five and forty-eight Hundredths (5.48) Chains; thence North Two and Fifty-nine hundredths (2.59) Chains to the North line of said Lot; thence East along the North line of the five and thirty-nine and one half hundredths (5.39) chains to the place of beginning. Also the West half of the North West Quarter of the North West Quarter of Section Eighteen (18) Township One (1) North, Range Eleven (11) West, S. B. M. in the City of Sierra Madre, Los Angeles, State of California. Also that portion of the South East Quarter of the North East Quarter and of Lot One (1) of said Section Seventeen (17) and that portion of Lots Twenty (20) of the Sierra Madre Tract, in the City of Sierra Madre, County of Los Angeles, as per map recorded in Book 4, Pages 292 and 293, of the Official Records of said County, beginning at the North East corner of said Section Eighteen (18) Township One (1) North, Range Eleven (11) West, S. B. M.

On
4045-13

7/20

of the South West Quarter of the North West Quarter of said Section Seventeen
 along the West line of said Section and its prolongation Eighteen Hundred
 six Hundredths (1820.40) feet to the South West corner of the (Three and Thirty
 [3.33] acre tract conveyed by H.C. Carter to Palmer T. Reed by Deed recorded in
 94 of Deeds; thence East along the South line of said Tract and the North line of land
 ed by said Reed to said Carter by Deed recorded in Book 99, Page 96 of Deeds, thence
 Thirty-six (1136) feet, a little more or less, to the South West corner of the King
 hundred and fifty-six thousandths (9.156) acre tract conveyed by Palmer T. Reed to the Sierra
 Madre Water Company, by Deed recorded in Book 1349 Page 275 of Deeds; thence along the West
 line of said Tract North Ten (10) degrees, West Two Hundred ten (210) feet; North twenty-seven
 degrees (27°) thirty (30') minutes West one Hundred and Forty-three (143) feet; North Two degrees
 (2°) Fifteen (15') minutes West three hundred and ninety-four (394) feet; North Twenty-five
 degrees (25°) five (5') minutes East Two Hundred sixty-five and three tenths (265.3) feet; North
 Fifteen degrees (15°) thirty minutes (30') East Two hundred forty-four and five tenths (244.5)
 feet; North Twenty-four degrees (24°) fifty-four minutes (54) West One Hundred thirty-three and
 sixty-five hundredths (133.65) feet; thence North Five Degrees (5°) thirty-four minutes (34')
 West four hundred fifty-four and eighty hundredths (454.80) feet; and North Sixty-five (65)
 feet to the North line of said South West Quarter of the North West Quarter of said Section
 Seventeen (17) at a point distant ten hundred ninety-two (1092) feet East of the South West cor-
 ner thereof; thence west along said North line Ten Hundred Ninety-two (1092) feet to the place
 of beginning. The West half of the North West Quarter of the North West Quarter of said Sec-
 tion Seventeen, the portion of the South West Quarter of the North West Quarter of said Sec-
 tion Seventeen (17) and the portions of said lots Nineteen (19) and Twenty (20) herein described
 being in the City of Sierra Madre. It is hereby covenanted and agreed by and between parties
 hereto that said property shall not be sold, leased or rented, to any person not of the White
 or Caucasian race, nor shall any person or persons other than of the Caucasian race be permit-
 ted to occupy said property, or any part thereof; it is further covenanted and agreed that
 hospital or sanitarium shall be constructed or maintained on said property, nor shall any
 part thereof be permitted to be occupied by any institution maintained for hospital or sani-
 tarium purposes. Provided further that a breach of any of the foregoing conditions shall
 cause said premises to revert to said grantors, their devisees or assigns, each of whom re-
 spectively, shall have the right of immediate re-entry upon said premises in the event of any
 such breach. Provided further that each and all of said conditions, restrictions, and cove-
 nants shall terminate and end and be of no further force and effect either legal or equitable,
 and shall not be enforceable after the first day of January, 1930.
 This property is conveyed subject to a mortgage executed by Ralph B. Wilson and Beesie D.
 Wilson, his wife, to secure their note (and and renewal thereof) for Thirty-five Thousand Dollars
 (\$35,000.00) dated September 18th, 1923, payable on or before two years after date with inter-
 est at 6% per annum, payable quarterly, in favor of Lyman J. Gage filed for record October 9th,
 1923. To Have and To Hold to said grantee, his heirs or assigns forever.
 Witness our hands this first day of March, 1924.

Handwritten initials

Genevieve Braun Suetzel

R. B. Wilson.
Beesie D. Wilson.

Subscribed and sworn to before me this 25th day of March, 1924.

(Notarial Seal)

Genevieve Braun Suetzel, Notary Public

In and for the County of Los Angeles, State of California,
State of California, County of Los Angeles: ss.

On this 25 day of March, in the year nineteen hundred and 24, A. D., before me, Genevieve Braun Suetzel, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared R. B. Wilson and Beesie D. Wilson, personally known to me to be the persons whose names --- subscribed to the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this _____ County the day and year in this certificate first above written.

(Notarial Seal)

Genevieve Braun Suetzel, Notary

In and for Los Angeles -- State of California.
A copy of original, recorded at request of Title Insurance & Trust Co. at 8:30 A.M. Copyist #14. Witnessed. C. L. Jones, County Recorder, by

... hundred and twenty-three, between Kevork A. Sarafian and Lucy K. Sarafian, San Diego, County of San Diego, State of California, hereinafter designated as Seller, and Robert J. Davis, of County of Los Angeles, State of California, hereinafter designated as the Buyer. Witnesseth: That the said Seller, in consideration of the covenants and agreements hereinafter contained and made by and on the part of the said Buyer, agrees to sell and convey unto the said Buyer, and said Buyer agrees to buy all the certain piece or parcel of land, situate, lying and being in the City of and County of Los Angeles, State of California, and bounded and particularly described as follows, to-wit:

The east thirty-three (33) feet of the West Three Hundred thirty (330) feet of Lot One (1) Tract Thirteen Hundred thirty-six (1336), containing one (1) acre, acreage measured to center of adjoining street on north, as per map of said tract now on record in Book 18 at Page 146 and 147 of Maps, in the office of the County Recorder of said County, for the sum of Two Thousand and no/100 Dollars, in gold coin of the United States; and the Buyer, in consideration of the premises, agrees to buy and to pay to the Seller, the said sum of Two Thousand and no/100 (\$2000.00) Dollars, as follows, to-wit: Five Hundred and no/100 (\$500.00) Dollars, upon the execution and delivery of this agreement, receipt of which is hereby acknowledged, and the further sum of --- Dollars, on the -- day of -- 192-, and the balance payable at the rate of \$500.00 per year or more, with interest at the rate of eight per cent per annum payable quarterly from date. Taxes for the current year to be paid first half by seller, second half 1922-23 by buyer, who agrees to pay all assessments levied subsequent to date hereof.

It is understood and agreed that time is of the essence of this contract, and should the Buyer fail to comply with the terms hereof, then the Seller shall be released from all obligations in law and equity to convey said property, and the Buyer shall forfeit all right thereto and to all moneys theretofore paid under this contract; but the Seller, on receiving the full payments at the times and in the manner above mentioned, agrees to deliver a certificate of title showing the title to be vested in seller, and to execute and deliver to the Buyer or his assigns, a good and sufficient deed of grant, Bargain and Sale. It is also agreed by the Buyer herein that he will allow the seller the use of the pipe line located on above described property during the life of this agreement; or in case the seller should transfer the property adjoining on the west, his successor shall have the use of the pipe line during the life of this Agreement. In Witness Whereof, the parties heretofore have affixed their hands and seals the

day and year first above written.
Signed, sealed and delivered
in the presence of-----

Kevork A. Sarafian (Seal)
Lucy K. Sarafian (Seal)
R. J. Davis (Seal)
Robert J. Davis

For value received, I hereby assign, sell and transfer unto Kevork A. Sarafian, all my right, title and interest in and to this agreement, and in and to the property therein described. Dated at Van Nuys, Calif., March 17, 1924.

Robert J. Davis

For value received, I hereby assign, sell and transfer unto Dora Wilson Davis, his wife, as Joint Tenants, all my right, title and interest in and to this agreement, and in and to the property therein described, and agree upon receiving full payments as hereunder agreed, to make deed to the said Robert J. Davis and Dora Wilson Davis his wife, as Joint Tenants. Dated at Van Nuys, Calif., March 18, 1924.

Dora Wilson Davis.
Robert J. Davis and Dora

Kevork A. Sarafian
Lucy K. Sarafian.

State of California, County of Los Angeles: ss.

On this 23rd day of April, in the year nineteen hundred and 24 A. D., before me, the undersigned, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Robert J. Davis and Dora Wilson Davis, his wife, and Kevork A. Sarafian and Lucy K. Sarafian, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in said County of Los Angeles, California, on this 24th day of April, 1924.

May Anderson, Notary Public

State of California
Notary Public

Date
 Jul. 20 1923 Applied on Interest.
 Oct. 30 1923 \$50.00 to 7/27/23
 Paid 1/26/24. \$50.00 to 10/27/23;
 \$50.-- to 1/27/24.
 Applied on Principal.
 Bal. \$1500.00

197. A copy of original, recorded at request of Title Insurance & Tr. Co. at Los Angeles, at 8:30 A.M. Copyist #14. Compared. C.L. Logan, County Recorder. By *[Signature]*

Chattel Mortgage. This Mortgage made this Fifteenth day of April, 1924, by E. L. Maggard, County of Los Angeles, State of California, by occupation Truckee, Mortgagor, to Autocar Sales & Service Company of California, County of Los Angeles, State of California, by occupation Dealers, Mortgagee. Witnesseth: That the said Mortgagor mortgages to the said Mortgagee all that certain personal property situated and described as follows, to-wit:

One Autocar chassis Type 211U, Number 26882, Motor Number 27538, equipped as is, 1924 license number 49847, being all his equity, right, title and interest. On the above described car there is due Mrs. Emma McCallister \$90.00.

As Security for the payment to Autocar Sales & Service Co. of California, the said Mortgagee of Two Hundred Sixteen & 90/100 Dollars, gold coin of the United States of America, with interest at the rate of Six per cent per -- payable according to the terms and conditions of One certain promissory note of even date herewith, and in words and figures following, we-wit: \$216.90

Los Angeles, Calif., April 15th, 1924.

On May 15, 1924, and monthly thereafter after date, for value received I promise to pay to Autocar Sales & Service Company of California, or order, at 1801 South Main Street, Los Angeles, California, the sum of Two Hundred Sixteen & 90/100 Dollars with interest at the rate of Six per cent per annum from date, until paid, interest payable monthly, and if not so paid to be compounded quarterly, and bear the same rate of interest as the principal; and should the interest not be paid as provided, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is payable in installments of \$36.15 each month, payable upon the 15th day of each and every calendar month subsequent to the date hereof until fully paid, default in the payment of any installment when due shall cause the whole note, principal and interest, to become immediately due and payable.

E. L. Maggard.

It is also agreed that if the Mortgagor shall fail to make any payment as in the promissory note provided, then the Mortgagee may take possession of the said property, using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount of said note specified, and all costs of sale including counsel fees, not exceeding 10 per cent upon the amount due, paying the overplus to the said Mortgagor, all of said costs, including said counsel fees, being hereby secured.

The said Mortgagor does hereby state, declare and warrant, that he is the sole and separate owner of all the within mentioned personal property and that there are no liens or incumbrances or adverse claims of any kind whatever on any part thereof, except as above stated.

Signed, sealed and delivered in the presence of: E. J. Milliken.

E. L. Maggard (Seal)

State of California, County of Los Angeles: ss.

On this 17th day of April, A.D. 1924, before me, Maurice Lippner, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared E. L. Maggard, of Los Angeles, known to me to be the person whose name he subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, this day and year in this Certificate first above written.

(Notarial Seal)

Maurice Lippner, Notary Public

in and for said County and State.

State of California, County of Los Angeles: ss.

E. L. Maggard, Mortgagor in the foregoing mortgage named and Autocar Sales & Service Co., the mortgagee in said mortgage named, each being duly sworn, each for himself and jointly and severally say: That the aforesaid mortgage is made in good faith and without any duress, fraud, force or threat, and without any creditor or creditors.

Subscribed and sworn to before me this 17th day of April, 1924.

[Signature]

Grant Deed.

ON 3051-305

Rev. Peter Hanley, C.P., a single man, in consideration of Ten Dollars, (\$10.00) to him in hand paid, receipt of which is hereby acknowledged, does hereby grant to Passionist Academic Institute, a California Corporation, the real property in the County of Los Angeles, State of California, described as follows: Parcel 1. The North East quarter of the North East quarter of Section Eighteen (18), Township One (1) North, Range Eleven (11) West, S.B. B.M., in the County of Los Angeles, State of California. Excepting therefrom a triangular piece of land in the North West corner, having its North and West sides seven and fifty-nine hundredths (7.59) chains long, and also excepting therefrom that portion of the North East quarter of the North East quarter of said Section Eighteen (18) described as follows: Beginning at the South West corner of the North East quarter of the North East quarter of Section Eighteen (18), Township One (1) North, Range Eleven (11) West, S.B.B.M., in the County of Los Angeles, State of California; thence North eight hundred nineteen and six hundredths (819.06) feet, more or less, along the Westerly line of the North East quarter of the North East quarter of Section Eighteen (18), to a point seven and fifty-nine hundredths (7.59) chains Southerly from the North West corner of the North East quarter of the North East quarter of Section Eighteen (18); thence North forty-five degrees (45) East seven hundred eight and five-tenths (708.5) feet, more or less, to a point on the northerly line of the North East quarter of the North East quarter of Section Eighteen (18) distant seven and fifty-nine hundredths (7.59) chains Easterly from the said North West corner; thence East two hundred fifty-four and sixteen hundredths (254.16) feet along said Northerly line; thence South thirteen hundred twenty and two-tenths (1320.2) feet, more or less, to the Southerly line of the North East quarter of the North East quarter of Section Eighteen (18); thence West along said Southerly line seven hundred fifty-five and one-tenth (755.1) feet more or less, to the point of beginning.

Parcel 2. That portion of Lot Five (5) of said Section Eighteen (18), described as follows: Beginning at the North East corner of said Lot; thence South on the East line thereof three and fifty-seven hundredths (3.57) chains; thence North seventy-nine degrees (79) forty-five minutes (45) West five and forty-eight hundredths (5.48) chains; thence North two and fifty-nine and one-half hundredths (2.59) chains to the North line of said Lot; thence East along the North line five and thirty-nine and one-half hundredths (5.39) chains to the point of beginning.

Parcel 3. The West half of the North West quarter of the North West quarter of Section Seventeen (17), Township One (1) North, Range Eleven (11) West, S.B.B.M., in the City of Sierra Madre, County of Los Angeles, State of California.

Parcel 4. That portion of the South West quarter of the North West quarter and of Lot One (1) of said Section Seventeen (17) and that portion of Lots Nineteen (19) and Twenty (20) of the Sierra Madre Tract, in the City of Sierra Madre, County of Los Angeles, State of California, as per map recorded in Book 4, Pages 592 and 593, Miscellaneous Records of said County, described as a whole as follows: Beginning at the North West corner of the South West quarter of the North West quarter of said Section Seventeen (17); thence South along the West line of said Section and its prolongation eighteen hundred twenty-nine and forty-six hundredths (1829.46) feet to the South West corner of the three and thirty-three hundredths (3.33) acre tract conveyed by Y. Carter to Palmer T. Reed by deed recorded in Book 99, Page 94 of Deeds, Records of said County; thence along the South line of said Tract and the North line of land conveyed by said Reed to said Carter by deed recorded in Book 99, Page 96, of said Deed Records, eleven hundred thirty-six (1136) feet, a little more or less, to the South West corner of the nine and one hundred fifty-six thousandths (9.156) acre tract conveyed by Palmer T. Reed to the Sierra Madre Water Company, by deed recorded in Book 1549, Page 275, of said Deed Records; thence along the West line of said Tract North ten degrees (10) East two hundred ten (210) feet North twenty-seven degrees (27) thirty minutes (30) East one hundred forty-three (143) feet; North two degrees (2) fifteen

plc 4

How

minutes (15) West three hundred ninety-four (394) feet; North twenty-five degrees (25) five minutes (05') East two hundred sixty-five and three-tenths (265.3) feet; North fifteen degrees (15) thirty minutes (30') East two hundred forty-four and five-tenths (244.5) feet; North twenty-four degrees (24) fifty-four minutes (54') West one hundred thirty-three and sixty-five hundredths (133.65) feet; thence North five degrees (5) thirty-four minutes (34') West four hundred fifty-four and eighty hundredths (454.80) feet; and North sixty-five (65) feet to the North line of said South West quarter of the North West quarter of said Section Seventeen (17) at a point distant ten hundred ninety-two (1092) feet East of the North West corner thereof; thence West along said North line ten hundred ninety two (1092) feet to the point of beginning.

The West half of the North West quarter of the North West quarter of said Section Seventeen (17), the portion of the South West quarter of the North West quarter of said Section Seventeen (17) and the portion of said Lots Nineteen (19) and Twenty (20) herein described being in the City of Sierra Madre, subject to all restrictions and incumbrances of record. To have and to hold to the said Grantee, its successors and assigns forever.

Witness my hand this 8th day of May, 1924.
 Rev. Peter Hanley, C.P.

State of California, County of Los Angeles) ss.
 before me, Mae G. Smith, a Notary Public in and for said County, personally appeared Rev. Peter Hanley, C.P., a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Witness my hand and official seal.
 (Notarial Seal)
 in and for the County of Los Angeles, State of Cal.
 #1478 Copy of original recorded at request of Grantee May 9 1924 46 min past 3 P.M.
 Copyist 161 Compared L. Logan, County Recorder, By
 Deputy

\$ 50 U.S. 1908 cancelled.

The Rosedale Cemetery Association, a Corporation duly organized under the laws of the State of California, having its principal place of business in the City of Los Angeles, State of California, in consideration of the sum of Two Hundred Twenty-Five & 00/100 (\$225.00) Dollars, Gold Coin of the United States to it in hand paid by Mrs. W.E. Shellenberger, of the City and County of Los Angeles, State of California; the receipt whereof is hereby acknowledged, do hereby grant to said Mrs. W.E. Shellenberger, the lot of land in the Cemetery of said Corporation known as the Rosedale Cemetery, situated in the County of Los Angeles, State of California, which said lot is delineated and laid down on the map or plat of said Cemetery in the possession of said Corporation, which said map or plat is recorded in the County Recorder's office of said Los Angeles County, State of California, in Book 6, Page 31, Miscellaneous Records, and known as the North one-half of Lot Number One hundred fifty-four (154) in Section "Q", according to a re-division of a portion of said Section "Q" recorded in the office of the County Recorder of said Los Angeles County, State of California, in Book 107, Page 61 of said Miscellaneous Records. To have and to hold the same to said Mrs. W.E. Shellenberger, and her heirs and assigns for the purposes set forth in, and subject to the conditions and limitations, and in conformity with the rules and regulations, now in force, for the government, improvement and establishment of the grounds, and such conditions, limitations, rules and regulations as the Board of Directors may hereafter make from time to time. In witness whereof, the said Corporation has caused its name to be signed thereto, and its corporate Seal to be affixed the fifteenth day of July, A.D., 1915, by its President and Assistant Secretary.

The Rosedale Cemetery Association,
 John E. Barnes, President,
 W. H. Walker, Jr., Assistant Secretary.

County of Los Angeles, State of California, County of Los Angeles) ss.
 1915, before me, C. E. Robinson, a Notary Public in and for the said County, State of California, residing therein, duly sworn and sworn, personally appeared John E. Barnes, known to me to be the President and W. H. Walker, Jr., known to me to be the Assistant Secretary of the Rosedale

TRUST COMPANY, a corporation, and JOSEPH L. NEUME, of the City of St. Louis, State of Missouri, Co-Trustees, (hereinafter collectively referred to as "Trustees"), parties of the second part,

WITNESSETH: WHEREAS, by resolution duly adopted at a meeting of the Board of Directors of the Passionist Academic Institute, a corporation, of Sierra Madre, California, pursuant to law, the Grantor herein, Passionist Academic Institute, was authorized to borrow Fifty Thousand Dollars (\$50,000.00) for the purpose of erecting, constructing and completing a monastery and retreat house on its real estate in the City of Sierra Madre, County of Los Angeles, State of California, hereinafter described, to be used in accordance with its corporate objects, and for its further corporate needs, and to that end and for that purpose its President was authorized for it, and in its name to execute, issue, negotiate and deliver, and its Secretary was authorized to attest and affix its corporate seal to One Hundred (100) "5 1/2 First Mortgage Serial Gold Notes" and to cause the coupons attached to said notes to be executed with the engraved facsimile signature of its President, said notes to be in the form hereinafter set forth for the aggregate principal sum of Fifty Thousand Dollars (\$50,000.00), and to bear interest from date until maturity at the rate of five per cent per annum, payable semi-annually, said interest to be evidenced by coupons for Twelve Dollars and Fifty Cents (\$12.50) attached to each of said notes; said coupons being payable on the first days of January and July, respectively, of each year; and said principal, if not paid at maturity, to thereafter bear interest at the rate of eight (8) per cent per annum, with annual rests until paid. Said notes to be dated as of the first day of July, Nineteen Hundred and Thirty-one, and to be paid, principal and interest, in lawful gold coin of the United States of America, of or equivalent to the standard of weight and fineness of July first, Nineteen Hundred and Thirty-one, at the banking house of the Lafayette-South Side Bank & Trust Company, in St. Louis, Missouri, and to be numbered respectively from One (1) to One Hundred (100), both inclusive. All of said notes to be of the denomination of Five Hundred Dollars (\$500.00) each, and to be payable as follows: Notes numbered respectively from One (1) to Five (5), both inclusive, on July first, Nineteen Hundred and Thirty-two; Notes numbered respectively from Six (6) to Ten (10), both inclusive, on July first, Nineteen Hundred and Thirty-three; Notes numbered respectively from Eleven (11) to Fifteen (15), both inclusive, on July first, Nineteen Hundred and Thirty-four; Notes numbered respectively from Sixteen (16) to Twenty (20), both inclusive, on July first, Nineteen Hundred and Thirty-five; Notes numbered respectively from Twenty-one (21) to Twenty-six (26), both inclusive, on July first, Nineteen Hundred and Thirty-six; Notes numbered respectively from Twenty-seven (27) to Thirty-two (32), both inclusive, on July first, Nineteen Hundred and Thirty-seven; Notes numbered respectively from Thirty-three (33) to Forty (40), both inclusive, on July first, Nineteen Hundred and Thirty-eight; Notes numbered respectively from Forty-one (41) to Forty-eight (48), both inclusive, on July first, Nineteen Hundred and Thirty-nine; Notes numbered respectively from Forty-nine (49) to Fifty-seven (57), both inclusive, on July first, Nineteen Hundred and Forty; Notes numbered respectively from Fifty-eight (58) to Sixty-seven (67), both inclusive, on July first, Nineteen Hundred and Forty-one; Notes numbered respectively from Sixty-eight (68) to Seventy-seven (77), both inclusive, on July first, Nineteen Hundred and Forty-two; Notes numbered respectively from Seventy-eight (78) to One Hundred (100), both inclusive, on July first, Nineteen Hundred and Forty-three. All of said notes, or any of them, to be subject to prepayment and redemption on any interest paying date, according to the terms and provisions of Article XVI of this indenture, and

WHEREAS, the form of said notes is substantially as follows:

Number UNITED STATES OF AMERICA
STATE OF CALIFORNIA
PASSIONIST ACADEMIC INSTITUTE
A Corporation Organized under the Laws of California
5 1/2 First Mortgage Serial Gold Note.

Dollars
500

on
11088-182

Passionist Academic Institute, of Sierra Madre, California, for value received, promises to pay, on the first day of July, 19__ to bearer, at the banking house of the Lafayette-South Side Bank & Trust Company, in the City of St. Louis, Missouri, the sum of Five Hundred Dollars (\$500.00) in lawful gold coin of the United States of America of or equivalent to the standard of weight and fineness of July 1, 1931, and to pay interest thereon, from the date hereof, at the rate of 5 1/2 per annum, in like gold coin at the banking house aforesaid,

semi-annually, on the first days of January and July, in each year, on the presentation and surrender of the proper interest coupons hereto attached, as they severally mature, each of which is for six months' interest on this note. This note is one of a series of One Hundred (100) notes of the Passionist Academic Institute, known as its "5% First Mortgage Serial Gold Notes", all dated July 1, 1931, and equally and ratably secured, without preference or priority, by deed of trust or mortgage of the same date, executed and delivered by the said corporation to the Title Guarantee and Trust Company, of the County of Los Angeles, California, as Trustee, and the Lafayette-South Side Bank & Trust Company and Joseph L. Rehm, of the City of St. Louis, Missouri, as Co-Trustees, mortgaging certain fixed properties of the said corporation, located in the City of Sierra Madre, County of Los Angeles, State of California, including real estate, buildings and improvements thereon, or to be placed thereon, to which mortgage reference is hereby made for a description of the property mortgaged, nature and extent of the security, and maturities of the notes secured, the rights of the noteholders and of the Trustees in respect to such security, and the terms upon which this note is issued and which deed of trust or mortgage has been duly recorded in the County of Los Angeles, State of California. In the event of default in the performance of any of the provisions of this note, or of said deed of trust or mortgage, the Trustees, may declare the principal of this note due and payable, before maturity, as provided in said deed of trust or mortgage. If this note be not paid at maturity it shall bear interest thereafter and until paid at the rate of eight (8) per cent per annum with annual rests. This note shall not become obligatory until the Registrar, Lafayette-South Side Bank & Trust Company, of St. Louis, Missouri, shall have executed the certificate endorsed hereon. This note may be registered as to principal at the office of the said Lafayette-South Side Bank & Trust Company, reference being hereby made to said deed of trust or mortgage for the provision governing registration. This note has been authorized by the Board of Directors of the Passionist Academic Institute, a corporation, pursuant to law. All the notes of this series of notes are redeemable prior to their maturity as per provisions contained in said deed of trust. Proper and sufficient United States Internal Revenue Stamps have been affixed to said deed of trust and duly cancelled. IN WITNESS WHEREOF, the Passionist Academic Institute, a corporation, has caused this note to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused the coupons hereto annexed to be authenticated by the fac-simile of the signature of its President as of the 1st day of July, 1931.

PASSIONIST ACADEMIC INSTITUTE
By _____ President.

Attest: _____ Secretary. (Form of Coupon)

Number _____ \$12.50

Passionist Academic Institute, of Sierra Madre, California, will pay to the bearer on the first day of July (January), 19____, Twelve and 50/100 Dollars (\$12.50) in gold coin of the United States at the banking house of the Lafayette-South Side Bank & Trust Company, in St. Louis, Missouri, being six months' interest then due on its 5% First Mortgage Serial Gold Note, Number _____.

PASSIONIST ACADEMIC INSTITUTE,
By _____ President.

...
(Form of Authentication of each Note)
Authentication.

This certifies that the within note is one of the series of One Hundred (100) notes, aggregating Fifty Thousand Dollars (\$50,000.00) in principal, mentioned and described in this note and in the deed of trust or mortgage referred to therein.

LAFAYETTE-SOUTH SIDE BANK & TRUST COMPANY
By _____ Vice-President.

...
(Form of Registration)
Registration

(Note: No writing on this note except by a representative of the Lafayette-South Side Bank & Trust Company.)

Date of Registration	In Whose Name Registered	Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____

...
(Form of Cover for Note)
No. _____

UNITED STATES OF AMERICA
 STATE OF CALIFORNIA
 PASSIONIST ACADEMIC INSTITUTE
 SIERRA MADRE, CALIFORNIA
 \$500.00

5½ First Mortgage Serial Gold Note
 Interest payable on the first days of
 July and January
 Principal payable July 1, 19____

at
 LAFAYETTE-SOUTH SIDE BANK & TRUST COMPANY
 in St. Louis, Missouri.
 (Callable on any interest payment date
 prior to maturity as per provisions
 contained in deed of trust or mortgage.)

WHEREAS, in order to secure the payment of the principal and interest of said notes the Board of Directors of Passionist Academic Institute, at their aforesaid meeting, by their aforesaid resolution, authorized and directed the President of Passionist Academic Institute, for it, and in its name to make, execute, acknowledge and deliver a deed of trust in the nature of a mortgage conveying to the Title Guarantee and Trust Company, of Los Angeles, California, as Trustee, and its successors and assigns, the real and personal property herein-after described and referred to and authorized and directed its Secretary to affix its corporate seal to said deed of trust and to attest the same; the said deed of trust to be in the form of this indenture and to contain the provisions herein contained, and WHEREAS, pursuant to the foregoing authority of said resolution, and for the purposes aforesaid, Passionist Academic Institute has caused all of said notes to be executed in its corporate name, by its President, its corporate seal to be thereunto affixed, attested by its Secretary and has caused the coupons thereto attached to be executed with the engraved facsimile signature of its President. NOW, THEREFORE, Passionist Academic Institute, in pursuance and under authority of said resolution of its Board of Directors, lawfully had in regard thereto, the Grantor, for the purpose of securing the payment of the sums of money named in said One Hundred (100) notes and their coupons according to their true legal tenor, effect and meaning, and irrespective of the time the same may be issued, and for the purpose of securing the fulfillment of all of the covenants and conditions hereinafter contained, and in consideration of the purchase and acceptance of the notes issued hereunder by the several and respective owners and holders thereof, from time to time (hereinafter called "Noteholders"), and in further consideration of the sum of Ten Dollars (\$10.00) to it paid by the Title Guarantee and Trust Company, Trustee, the receipt of which is hereby acknowledged, the Grantor has granted, bargained and sold, aliened, remised, released, transferred, conveyed and confirmed, and hereby does grant, bargain and sell, alien, remise, release, transfer, convey and confirm, unto the said Title Guarantee and Trust Company, as Trustee, and to its successors in this trust forever, all and singular the following described real estate and personal property, situated in the County of Los Angeles, State of California, to-wit: Parcel 1. The North East quarter of the North East quarter of Section 18, Township 1 North, Range 11 West, S.B.B. & M., in the County of Los Angeles, State of California. EXCEPTING therefrom a triangular piece of land in the North West corner having its North and West sides 7.59 chains long and also excepting therefrom that portion of the North East quarter of the North East quarter of said Section 18, described as follows: Beginning at the South West corner of the North East quarter of the North East quarter of Section 18, Township 1 North, Range 11 West, S.B.B. & M., in the County of Los Angeles, State of California, thence North 819.06 feet, more or less along the Westerly line of the North East quarter of the North East quarter of Section 18, to a point 7.59 chains Southerly from the North West corner of the North East quarter of the North East quarter of Section 18; thence North 15°, East 708.5 feet, more or less, to a point on the Northerly line of the North East quarter of the North East quarter of Section 18 distant 7.59 chains Easterly from the said North West corner; thence East 254.18 feet along said Northerly line; thence South 1320.2 feet, more or less, to the Southerly line of the North East quarter of the North East quarter of Section 18;

thence West along said southerly line 732.1 feet, more or less to the point of beginning.

Parcel 2. That portion of Lot 5 of said Section 18, described as follows: Beginning at the North East corner of said lot; thence South on the East line thereof, 3.57 chains; thence North $79^{\circ}, 45'$ West 2.48 chains; thence North 2.89 chains to the North line of said lot; thence East along the North line 5.29 chains to the point of beginning. Parcel 3. The West half of the North West quarter of the North West quarter of Section 17, Township 1 North, Range 11 West, S.B.S.A.M., in the City of Sierra Madre, County of Los Angeles, State of California. Parcel 4. That portion of the South West quarter of the North West quarter and of Lot 1 of said Section 17 and that portion of Lots 19 and 20, of the Sierra Madre Tract, in the City of Sierra Madre, County of Los Angeles, State of California, as per map recorded in Book 4 Pages 592 and 593 of Miscellaneous Records of said county, described as a whole as follows: Beginning at the North West corner of the South West quarter of the North West quarter of said Section 17; thence South along the West line of said section and its prolongation 1839.46 feet to the South West corner of the 3.33 acre tract conveyed by N.C. Carter to Palmer T. Reed by deed recorded in Book 99, Page 94 of Deeds, records of said county; thence along the South line of said tract and the North line of land conveyed by said Reed to said Carter by deed recorded in Book 99, Page 96 of said Deed Records, 1136 feet a little more or less, to the South West corner of the 8.156 acre tract conveyed by Palmer T. Reed to the Sierra Madre Water Company, by deed recorded in Book 1349, Page 275 of said Deed Records; thence along the West line of said tract North 10° , West 210 feet North 27° , $30'$ West 143 feet, North $2^{\circ}, 15'$ West 394 feet; North $25^{\circ}, 05'$, East 265.3 feet; North $15^{\circ}, 30'$ East 244.5 feet North $24^{\circ}, 54'$, West 133.65 feet; thence North $5^{\circ}, 34'$, West 454.80 feet, and North 65 feet to the North line of said South West quarter of the North West quarter of said Section 17 at a point distant 1092 feet East of the North West corner thereof; thence West along said North line 1092 feet to the point of beginning. The West half of the North West quarter of the North West quarter of said Section 17, the portion of the South West quarter of the North West quarter of said Section 17 and the portion of said Lots 19 and 20 herein described being in the City of Sierra Madre. together with all buildings, out-buildings and improvements of whatever kind or character now located on said premises, or which may hereafter from time to time, and during the continuance of this trust, be constructed thereon or added thereto, including all buildings, houses, structures, erections, carpets, organs and other equipment, apparatus, machinery, fixtures, engines, boilers, motors, generators, elevators, wells, pumps, fans, telephones, wiring, plumbing, tools, instruments, pipe, fittings, valves and accessories, and including all electrical and other apparatus and furniture and equipment used in connection with the use of the said property as a monastery and retreat house and located therein, and together with all and singular the rights, members, hereditaments and appurtenances to the said real and personal property in any manner belonging or appertaining. TO HAVE AND TO HOLD the aforesaid premises and property, real and personal, present and future, together with all and singular the rights, members, tenements, hereditaments and appurtenances thereunto belonging, unto the said Title Guarantee and Trust Company, Trustee, and its substitutes or successors, forever. IN TRUST, for the common and equal use, benefit and security of all and singular the person or persons, natural or corporate, who shall from time to time be the holders or registered owners of any of the notes and coupons herein mentioned, without preference, priority or distinction of one over another for any reason whatsoever. Subject to and upon the terms, conditions, provisions and agreements hereinafter mentioned and declared, the Grantor covenanting and agreeing that the lien and security hereof shall take effect as and of the date hereof, and without regard to the date of its actual execution and of the actual authentication, issue, sale or disposition of said notes, and with the same legal effect as if upon the day of the date hereof all of said notes had been actually authenticated, issued and sold, and delivered to and in the hands of innocent holders thereof for value. Provided, always, however, that these presents are upon the express condition that if the Grantor, its successors and assigns, shall well and faithfully keep and perform all and singular the covenants and agreements of this indenture, and shall well and truly pay off and discharge, or cause to be paid and discharged, the debt hereby secured, and every part thereof as and when the same shall respectively become due and payable according to the true tenor and effect of said notes and coupons and of this indenture, and shall have paid or caused to be paid all sums of money required to be paid to the Trustee or Co-trustees, or any noteholder by the terms hereof, then

this conveyance and the trust herein created shall cease and become of no further force or effect, and the estate hereby created shall determine, and the property hereinbefore conveyed shall forthwith on demand of the Grantor and at its cost and expense, be released; and the said Trustee shall, upon demand, deliver the same to the Grantor, and enter satisfaction thereof upon the record, or then, or thereafter duly make and execute such deeds, instruments or assurances as may be necessary to re-vest the premises and property hereby conveyed, in the Grantor, its successors or assigns, free and discharged from the lien of these presents; and the Trustee, or its successors, is hereby nominated and appointed as the agent or the attorney-in-fact of the Co-Trustees and all the holders of the notes and obligations aforesaid, to release the lien of this deed of trust or mortgage whenever the full amount of the debt hereby secured shall be fully paid and discharged and all the covenants herein shall be fully performed. AND THE TRUSTEE may enter satisfaction of this Deed of Trust upon the records where the same has been recorded, without producing the notes or coupons secured hereby, provided, however, that the President, or a Vice-President of the said Lafayette-South Side Bank & Trust Company and the President of the Passionist Academic Institute, or its successors or assigns, shall make and file with the County Recorder of the County of Los Angeles, State of California, affidavits stating that all of the notes, coupons, interest and all sums of money required to be paid to the Trustee, co-Trustees or any noteholder, by the terms hereof and secured by this deed of trust, have been paid, or that sufficient funds have been deposited with the said Lafayette-South Side Bank & Trust Company for the express purpose of making payment thereof. Passionist Academic Institute, for itself, its successors and assigns, does hereby covenant and agree to and with the Trustee and its successors in trust, that it is well seized and possessed of a good, absolute, complete, perfect and indefeasible title and estate in the premises and property hereby conveyed, and that it has full power and lawful authority to mortgage and convey the same in the manner herein provided, and that all of the property conveyed is free from all charges, incumbrances, liens and taxes of every kind and description, and that it will warrant and forever defend all and singular the said property unto the Trustee and unto its successor or successors in this trust forever against the lawful claim or claims of any and all persons whomsoever, claiming or to claim the same or any part thereof, and that it will, from time to time, and as often as it may be required to do so by the Trustee, or its successors, make, execute, acknowledge and deliver such further conveyances and other assurances as may be required necessary and proper to vest the property and estate hereby conveyed in the Trustee, or intended so to be in the Trustee, or its successors, and the possession of said premises is now delivered unto the Trustee. THIS INDENTURE Further Witnesseth: That Passionist Academic Institute, for itself and its successors and assigns has agreed, and does hereby covenant and agree with the Trustee, Co-Trustees and their successor or successors in this trust and with the respective owners and holders from time to time of said notes and coupons, or any of them, as follows, that is to say: ARTICLE I.

Section 1. All notes secured hereby, or intended so to be, shall be executed and delivered to the Lafayette-South Side Bank & Trust Company, in St. Louis, Missouri, for it to certify that each of said notes is one of the One Hundred (100) notes described in this indenture, aggregating the sum of Fifty-Thousand Dollars (\$50,000.00). Only such notes as shall bear thereon the certificate aforesaid of the Lafayette-South Side Bank & Trust Company shall be secured by this deed of trust, and such certificate upon any of said notes shall be conclusive evidence that the note so certified has been lawfully issued hereunder, and is entitled to the benefit and security of the lien of this indenture. Section 2. In case any note issued hereunder with the coupons thereto attached shall become mutilated, lost or destroyed, Passionist Academic Institute, in its discretion, may issue, and said Lafayette-South Side Bank & Trust Company, in its discretion, may certify and deliver a new note of like tenor and amount, bearing the same serial number and date, in lieu of and in substitution for, but only upon cancellation of the mutilated note and its coupons; or in lieu of and in substitution for the lost or destroyed note and its coupons, but only upon receipt of evidence satisfactory to the Grantor and to the said Lafayette-South Side Bank & Trust Company of the loss or destruction of said note and its coupons, and upon receipt also of such indemnity as shall be satisfactory to Passionist Academic Institute and to the Lafayette-South Side Bank & Trust Company, and upon payment of all expenses incident to the issuance of the note or notes. ARTICLE II. Until default in the payment of the in-

trust or principal of the notes hereby secured, or in the payment of any sum of money required to be paid to the Trustee or Co-Trustees, or to any noteholder, by the terms hereof, or in the performance of any of the provisions of this deed of trust; and until such default shall have continued as in this indenture provided, the Grantor and its successors and assigns shall be permitted and suffered under the aforesaid deed of trust to possess, manage, operate, develop and enjoy the premises and property hereby conveyed, assigned and mortgaged, and all appurtenances thereunto belonging; and to receive and use the earnings, income, rents, issues and profits thereof in the same manner and with like effect as if this indenture had not been executed, except it shall not enjoy any right, privilege or power inconsistent herewith.

ARTICLE III. Section 1. The Grantor further agrees that it will pay the principal of said notes according to the terms thereof when the principal shall become due, upon surrender of the notes; and will pay the interest thereon according to the terms thereof until the principal is paid. The Grantor further covenants and agrees that when and as the coupons attached to said notes mature and become payable, they shall be paid by it and cancelled. And it is hereby expressly understood and agreed that in order to provide for the payment of said coupons and of the principal of said notes, the Grantor shall and will deposit with the Lafayette-South Side Bank & Trust Company, at least three (3) days in advance of the time when such coupons and notes respectively mature, a sum of money in gold coin, or its equivalent as hereinbefore provided, sufficient to pay all of said maturing notes and coupons.

Section 2. The Grantor agrees and covenants that it will not directly or indirectly extend or assent to the extension of the time for the payment of any coupon upon any note secured hereby, and that it will not directly or indirectly extend or assent to the extension of the time for the payment of any notes secured hereby, and that it will not directly or indirectly be a party to or approve of any arrangement to accomplish either of such purposes by purchasing or funding said coupons or notes, or in any other manner. In the event such notes or coupons shall be extended, the notes or coupons extended shall not be entitled, in case of default hereunder, to the benefit or security of this indenture until the principal and all matured coupons and interest of notes not extended shall have been paid in full.

ARTICLE IV. The Grantor shall and will promptly pay, within the time required by law, all taxes, charges, levies, assessments, whether general or special, lawfully levied or imposed upon and required from all and singular the property, real and personal, hereby conveyed, or upon any part thereof, which are now due and payable or which will become due and payable under any law^{now} heretofore in force, or that may at any time hereafter be enacted, and whether said taxes be levied or imposed upon the interest of the Grantor, or of the Trustee or Co-Trustees, or of the noteholders in said property; and the Grantor shall furnish annually to the said Lafayette-South Side Bank & Trust Company receipts or other sufficient evidence of payment of such general and special taxes; provided, however, that the Grantor may, in good faith, contest the validity of any taxes or assessments, and pending the litigation thereof shall not be required to pay the same; but shall be required to deposit with the Lafayette-South Side Bank & Trust Company a sum sufficient to pay all of said taxes so contested, together with any interest thereon, penalties, costs and expenses, if the Trustees shall elect that such deposit be made.

ARTICLE V. The Grantor shall not suffer to be created or remain outstanding and unpaid any mechanics', laborers', statutory or other liens of any kind or character upon the premises hereby conveyed, or any interest therein, or upon any part thereof, the lien whereof may or can be held to be superior or equal to the lien of this indenture. And it shall not suffer or permit any other matter or thing whatsoever to be done, created, or remain outstanding whereby the lien of these presents may or could be impaired; provided, however, that the Grantor may, in good faith, contest the validity of any such lien, and pending litigation thereof shall not be required to pay the same, but shall be required to deposit with the Lafayette-South Side Bank & Trust Company a sum sufficient to pay all of said liens so contested, together with any interest thereon, penalties, costs and expenses, if the Trustees shall elect that such deposit be made.

ARTICLE VI. The Grantor shall and will at all times hereafter and until the principal of all of said notes and the interest thereon shall be fully paid, keep the buildings and improvements and all other insurable property subject to the lien of these presents, insured in good and responsible insurance companies authorized to do business in the State of California, and satisfactory to the said Lafayette-South Side Bank & Trust Company, against loss or damage by

fire in the sum of Fifty Thousand Dollars (\$50,000.00), by lightning in the sum of Fifty Thousand Dollars (\$50,000.00), by tornado in the sum of Fifty Thousand Dollars (\$50,000.00), and by earthquake in the sum of Fifty Thousand Dollars (\$50,000.00), but in no event shall Grantor be required to insure said buildings, improvements and other property against loss or damage by fire, lightning, tornado or earthquake in a sum in excess of the amount of the indebtedness outstanding from time to time. All policies for such insurance shall be taken out in the name of the Grantor, and shall be delivered for safe-keeping to the Lafayette-South Side Bank & Trust Company, in St. Louis, Missouri; and the loss, if any, shall be made payable to the Trustee for the benefit of the holder or holders of said notes, as additional security for the payment of said notes and the coupons thereto attached. In case of such loss after a default has been made in the payment of the notes hereby secured or in the performance of any of the terms, covenants and conditions of said notes and this mortgage, the amount received on account of such insurance shall be deposited by the Trustee in the Lafayette-South Side Bank & Trust Company and shall be used by said Trustee in the same manner provided in Section 1 of Article IX for the application of income, rents and profits derived by the Trustee in the event they shall take possession after default. In case of such loss before the maturity of said notes or other default, said insurance money shall be applied, at the option of the Grantor to the repair and restoration of the buildings, improvements and other property injured by such fire, lightning, windstorm or earthquake, the money to be paid out for such purpose only upon an order or orders of the Directors of Trustees of the Grantor, accompanied by a certificate of the architect or superintendent in charge of the work, to the effect that work and material to the amount of such order or orders has actually been supplied and entered into such repair and restoration; and the Trustees hereunder may act upon such order or orders and certificate, without any further evidence of the application of the money, and without any liability for the misapplication thereof. ARTICLE VII. If the Grantor shall fail, refuse or neglect to promptly pay, within the time required by law, any taxes, rates, charges, levies or assessments aforesaid, or to promptly satisfy and discharge any lien, matter or thing superior or equal to or impairing the lien of this indenture, or to effect and maintain insurance and deliver the policies and pay the premiums therefor as aforesaid, then and in any such event the Trustees or the noteholders, or any of them, are hereby authorized and empowered to make all such payments and effect such satisfaction and discharge and effect and maintain such insurance and pay the premiums therefor, and to do whatever may be necessary or proper in the premises, and in the event of their advancing or expending any moneys for such purpose or purposes, or any of them, or in the event of their advancing any money for the purpose of protecting the title to the mortgaged premises, all sums so advanced or expended shall be deemed and be taken to be a charge on said premises and shall be and hereby are declared to be secured by this deed of trust in the same manner as the principal and interest of said notes above mentioned, but in preference to said notes and interest thereon; and shall be repaid on demand by the Grantor to the party or parties so advancing the same, together with interest at the rate of eight (8) per cent per annum from the date of such advancement or expenditure until paid; but nothing herein contained shall be construed as requiring the Trustees or any of said noteholders to advance or expend any moneys for any of the purposes aforesaid.

ARTICLE VIII. Proper books shall be kept at the office of the Lafayette-South Side Bank & Trust Company, in St. Louis, Missouri, upon which the principal of any notes desired to be registered shall, upon request, be registered. Each of said notes shall pass by delivery or by transfer upon such registration books, and after registration of ownership shall be noted on any note by said Lafayette-South Side Bank & Trust Company, no further transfer except upon such books shall be valid unless transferred on said books to bearer, after which the note shall again pass by delivery as at first; and it shall continue subject to successive registrations and transfers to bearer at the option of the holder. While any of said notes shall be registered in the name of any person or persons, payment of or on account of the principal thereof shall be made only to such registered holder or upon his order. The coupons attached to any note shall in all cases be negotiable by delivery, whether the note be registered or not. For the purpose of administering the trust created by this indenture, the person in whose name any note is registered on said books shall be taken to be the holder and owner thereof. ARTICLE IX. Section 1. If any default be made by the Grantor in the payment of any interest coupon or note hereby secured, as in the payment

of any sum of money required to be paid hereunder, as and when the same become due and payable, or in the performance or observance of any other covenant or condition of any of said notes or of this indenture, and such default shall continue for thirty (30) days after written notice by the Trustees or by a holder of notes hereby secured, addressed and served by being left at or mailed to Passionist Academic Institute, at its office in the City of Sierra Madre, Los Angeles County, California, specifying the default complained of and making demand that it be cured, then and in every such case, if such default be not waived as hereinafter provided, the Grantor, its successors and assigns, forfeits its right to hold possession for the Trustee of the premises and property hereby conveyed and shall, upon demand of the Trustee, forthwith surrender to such Trustee the actual possession of, and such Trustee, by its agents or attorneys, shall be entitled to enter into and upon and take actual possession of all and singular the premises and property hereby conveyed and every part thereof; and the Trustee having and holding said possession, is hereby authorized to use, operate, manage and conduct such premises and property at the expense of the trust estate by such agents, servants or attorneys as such Trustee may, from time to time, select, and if it deems it advisable, to rent or lease the same upon such terms and conditions as it may, in its judgment consider proper and just, and the Trustees, at the expense of said trust, are authorized to insure and keep insured the buildings or other insurable property located upon said premises, and likewise from time to time, at the expense of the trust estate, to make all necessary and proper repairs, replacements, renewals, alterations, additions and improvements thereto that may seem judicious to the Trustees, and for the payment of which the income derived by the Trustee from said property while so in its possession may be applied so far as it shall be sufficient. And the Trustee is further authorized hereby in such event to receive and collect the rents, incomes, issues and profits of said property and to pay therefrom all the proper costs, charges and expenses of the trust, and of so taking, holding and managing said property, including reasonable compensation to the Trustee, its agents, servants, attorneys and counsel, as well as all taxes, assessments and other charges prior to the lien of these presents, and all expenses of such repairs, replacements, renewals, alterations, additions and improvements and to repay therefrom all advancements and expenditures made by the Trustees or any noteholder or holders under the provisions of this deed of trust; and after deducting all of said amounts, the Trustee shall apply any balances remaining, as follows: In case the principal of said notes shall not have become due according to the legal tenor and effect thereof or in the manner provided in Article I of this indenture, to the payment of the interest coupons then in default, in the order of the maturity of the coupons belonging to said notes representing such interest; and in case the principal of said notes shall have become due or shall have been declared due as provided in Article I of this indenture, then to the payment of the principal and accrued interest upon said notes, pro rata, without any preference or priority whatever, and without preference of interest over principal. Section 2. In case such default shall occur and continue as hereinafter in this article specified, the Trustee or Trustees are hereby authorized to take all needful steps for the protection and enforcement of their rights and of the rights of the noteholders, and to proceed by action, suit or otherwise, as the Trustees, being advised by counsel learned in the law, shall deem most expedient in the interest of the noteholders; but no action taken by the Trustee or Trustees or by the noteholders shall prejudice or affect the powers or rights of the Trustees, or of the noteholders in the event of any subsequent default. Section 3. The Trustee or Trustees shall not be under any obligation to take any action towards the execution of this trust, which in their opinion, will be likely to involve them in personal expense or liability, unless one or more of the noteholders, shall, as often as required by the Trustees, give them satisfactory indemnity against the same, anything herein to the contrary notwithstanding. ARTICLE I.

In case of any default by the Grantor, and its continuance for thirty days after notice, as provided in Article IX of this indenture, then and in every such case of such default, the Trustees may, and upon the written request of the holders of one-third (1/3) in amount of the notes hereby secured and then outstanding shall, by a notice in writing served as in said Article IX provided, declare the principal of all notes hereby secured and then outstanding to be due and payable immediately; and upon any such declaration, such notes shall for every purpose become and be due and payable immediately, and may be collected by suit, or by proceeding hereunder, anything in this instrument or in said notes to the contrary

notwithstanding; but if the Grantor shall pay all arrears of interest on such notes and pay the principal of all notes which shall have matured and remained unpaid, and pay any sums required to be paid to the Trustees or any noteholder hereunder as well as any expense incurred by the Trustees by reason of such default, and comply with any other matter, covenant or thing in relation to which it is in default before any sale of the property hereby conveyed to the Trustee shall have been made hereunder, then and in such case no sale shall be made or other proceeding had for or on account of such default, but the same, as well as any such declaration shall be regarded as having been waived by all of the noteholders. But such payment and performance by the Grantor, and such waiver by the noteholders shall not extend to or affect any subsequent default or impair any right or declaration consequent thereon.

ARTICLE II. In case the principal of any of the notes hereby secured or intended so to be, shall have become due at maturity, or shall have been declared due and payable according to the foregoing provisions, the Trustee for the benefit of the legal holder or holders of said notes and coupons, or any of them, shall have the right to immediately proceed in any court having jurisdiction to obtain a decree of the foreclosure, sale and conveyance of the whole or any part or parts of the real and personal property hereby mortgaged, or intended so to be, either in one lot and as an entirety or in such parts and parcels as the court may order and direct, or the Trustee, or its successor or successors, may institute and carry out any other proceedings authorized by law for the enforcement of said coupons and notes of the covenants and conditions of this indenture. In the event of any such default, in lieu of foreclosure of this indenture in court, after entry as herein provided or without such entry, the said Trustee, or its successor or successors appointed hereunder, is hereby authorized and empowered, after giving such notice as may be required by the statutes of the State of California, of its intention to exercise the power of sale, to sell the premises and property above described at the Court House in said County of Los Angeles, State of California, or at such other place in the County of Los Angeles, California, as sales of real estate under execution are usually held, on any business day, between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, at public vendue, to the highest bidder for cash in hand, first giving notice of such sale by publishing the same once a day in some newspaper printed and published in the County of Los Angeles, State of California, for thirty days, prior to the day of sale, or sell the same upon such notice at the time and place, in the manner and on the terms and conditions required by the statutes, relating to the sales of real estate under execution, in force in the State of California at the time such sale is to be made, and it is hereby agreed that the said Trustee, or its successor or successors, may publish such additional notice or advertisement of such sale as in its sole discretion it shall deem proper, and may sell said property either in one lot and as entirety or in such parts and parcels as to it shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold in fee simple. The Trustee, or its successor or successors, shall receive the proceeds of any sale made pursuant to the powers herein granted or by judicial authority, or other proceedings, and out of the same shall: First: Pay the costs of any such suit, all costs of notice and advertising, sale and conveyance, including reasonable sums for attorney's and solicitor's fees incurred in the enforcement hereof, outlays for documentary evidence and the costs of a complete abstract of title to said premises and for an examination of title, and all other expenses and charges of executing this trust, and reasonable compensation to the Trustee (all of said fees to be fixed by the court and charged as costs of suit, if the lien hereof is enforced in court, otherwise to be fixed by the Trustees); Second: Repay all moneys advanced by the Trustee, or any one or more of the noteholders, for any purpose authorized in this deed of trust, with interest on such advances as agreed herein; THIRD: Pay the whole amount which shall then be owing or unpaid upon said notes, whether for principal or interest; said notes and interest to be paid in full if said purchase money be sufficient, and if not sufficient, then to be paid pro rata; Fourth: Render the overplus, if any, unto Passionist Academic Institute, its successors or assigns, or to such person or persons as may be lawfully entitled to receive the same, on reasonable request. It shall not be obligatory upon the purchaser or purchasers at any sale so made to see to the application of the purchase money. The Trustee or the court in which foreclosure proceedings may be had, may from time to time adjourn any sale to be so made, by announcement at the time and

place appointed for such sale, and thereafter without further notice or publication such sale may be made at the time and place to which the same may be so adjourned. The Trustee is hereby appointed the true and lawful attorney-in-fact of Passionist Academic Institute, irrevocably and by way of a power coupled with an interest, in the name and stead of Passionist Academic Institute, to make all proper and necessary deeds, conveyances and assignments of property sold pursuant to the powers herein granted or by judicial authority, and said Passionist Academic Institute does hereby ratify and confirm all that its said attorney may lawfully do by virtue hereof. Upon any such sale being made of the mortgaged premises, the principal of all notes hereby secured then outstanding, if not already due and payable, shall at once become due and payable, whether or not notice has been given declaring the principal due by reason of any default, anything in said notes or herein contained to the contrary notwithstanding. And it is stipulated and agreed that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder, all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the request of the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee or trustees or as to the advertisement of sale, or as to the time, place and manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. In case of a foreclosure of this deed of trust, a deficiency judgment may be entered, and the court may direct in the decree that the balance due and costs which may remain unsatisfied after the sale of the property shall be satisfied from any property of Passionist Academic Institute, and if any part of the judgment, interest and costs remains unsatisfied, the then acting Sheriff of the County of Los Angeles, State of California, or the Sheriff of any other county in the State of California, may forthwith proceed to levy upon any property of Passionist Academic Institute, not exempt from execution and sell the same as provided by law to satisfy such deficiency. Every remedy provided in this deed of trust is cumulative and shall be in addition to every other remedy given in this deed of trust, or now or hereafter existing at common law or in equity, or by constitution or statute, either independently of or in connection with the provisions of this deed of trust and against Passionist Academic Institute, its successors or assigns.

ARTICLE III. Section 1. Passionist Academic Institute, for itself and all other persons and corporations hereafter claiming by, through or under it, or who may at any time hereafter become entitled to any lien or liens, charge or demand upon or against the property hereby conveyed, or of any part thereof, junior or subject to the lien hereby created, does hereby expressly waive and release all right to have the property and estate hereby conveyed, or the proceeds thereof, or any part thereof, marshaled upon any foreclosure or other enforcement hereof, or otherwise; and any court in which proceedings may be brought or pending for the foreclosure of these presents, or for the administration of the trust hereby created, shall have the right to sell or direct the sale of the entire property hereby conveyed, without reference or regard to such junior lien, charge or demand against the same or any part thereof. Section 2. Upon any default authorizing the Trustee herein to take possession and control of the premises and property hereby conveyed as provided in Article IX of this indenture, or authorizing a sale of the property and effects hereby conveyed in trust, the Trustee shall, upon application to any court of competent jurisdiction, in any appropriate proceeding that may be pending or begun to enforce the rights of the Trustee or of the noteholders under these presents, be entitled as a matter of right, to the appointment of a receiver or receivers of the property hereby conveyed and of the earnings, issues, rents and profits thereof; and such Trustee may, upon its own application or upon application of any of the noteholders, be appointed such receiver. Section 3. Passionist Academic Institute covenants that it will not, prior to any sale or sales made pursuant to any provisions herein or pursuant to the decree of any court of competent jurisdiction, apply for, plead or avail itself of any injunction or stay proceedings, or take the benefit or advantage of any extension law, stay law, valuation law, redemption law, appraisement law, or other law of like effect, whether now in force or which may hereafter be in force in any locality where any property or franchises hereby conveyed may be situated; nor after any such sale or sales, claim or exercise any right under any law to redeem any property so sold; and Passionist Academic Institute hereby expressly waives all benefit and advantages of any and all such law or laws, and covenants that it

will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee or Co-Trustees or Trustees, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. Section 4. It is hereby expressly understood and agreed that no suit or proceeding for the foreclosure of this mortgage shall be instituted or prosecuted by the holder of any note of the issue secured hereby, or intended so to be, or by the holder of any coupon of any such note, nor shall the owner of any such note or coupons institute any proceedings at law or in equity for the collection of the same until after the Trustee shall have been requested in writing to take such action and an offer of satisfactory indemnity shall have been made to the Trustee and it shall have refused or failed to comply with such request within thirty (30) days after the same shall have been made. ARTICLE XIII. In case of any sale made pursuant to the powers herein granted or by judicial authority any and all purchasers in making settlement of payment shall be entitled to turn in any note or notes and any matured and unpaid coupons hereby secured, estimating the value of such note or notes and coupons for that purpose, at the sum payable out of the proceeds of such sale, to the holder or holders of such note or notes and coupons as his or their ratable share of such net proceeds, after allowing for the portion of the total payment required to be made in cash for the costs and expenses of the sale, and all other charges; and if such share of the net proceeds shall be less than the amount then due upon such note or notes and coupons, such purchaser or purchasers may make such settlement by stamping or receipting on each note the amount to be credited thereon, and at any and every such sale, any or all of the noteholders may bid for and purchase such property, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability therefor, and without any right of redemption on the part of Passionist Academic Institute, or its successors or assigns.

ARTICLE XIV. The noteholders agree to present for payment the coupons and notes held by them respectively as and when the same respectively fall due according to their legal tenor and effect, at the Lafayette-South Side Bank & Trust Company, in the City of St. Louis, Missouri, the place of payment therein designated, and surrender the same for cancellation upon receiving payment thereof. And it is agreed that in case Passionist Academic Institute shall have on deposit with the said Lafayette-South Side Bank & Trust Company funds sufficient to pay such coupons and notes as they respectively fall due at the time of maturity thereof, and shall have given directions to apply such money to the payment of said coupons or notes, then and in such case no interest shall accrue thereafter upon such coupons or notes then due, which are not so presented for payment at the time the same mature.

ARTICLE XV. Section 1. In case at any time hereafter the Trustee named, or any Trustee hereafter appointed shall resign, be removed, or otherwise cease, be unable or refuse to act, a successor or successors may be appointed by a majority in interest of the holders for the time being of the notes secured hereby and then outstanding, by an instrument or concurrent instruments in writing, signed by such noteholders or their attorneys-in-fact, duly authorized, provided, nevertheless, and it is hereby agreed and declared that in case there shall at any time be a vacancy in the office of Trustee herein, because the Trustee herein named and its successor or successors shall resign, be removed, or otherwise cease, be unable or refuse to act so that there shall be no Trustee qualified to act hereunder, Passionist Academic Institute may, by an instrument in writing, duly executed and acknowledged in the manner required by the laws of the State of California relating to the conveyance of land, appoint a Trustee or Trustees to fill such vacancies until a successor trustee or trustees shall be appointed by the noteholders; but any new Trustee appointed by the noteholders shall immediately and without any further act supersede any Trustee appointed by Passionist Academic Institute. Any new Trustee so appointed herein shall execute, acknowledge and deliver to Passionist Academic Institute an instrument in writing accepting such appointment hereunder, and thereupon such new Trustee shall become invested with all the property rights, duties and trusts of the Trustee or Trustees who have resigned, been removed, or otherwise ceased, or are unable, or have refused to act, with like effect as if originally named as Trustee herein, and without any further act, deed or conveyance; but the Trustee or Trustees ceasing to act, shall nevertheless, at the written request of the new Trustee or Trustees, execute an instrument transferring to such new Trustee or Trustees, upon the trusts herein expressed, all the property rights, title and estate herein of the Trustee or Trustees so resigning or removed, and shall duly assign, transfer and deliver to such new

Trustee any property, bonds, notes or securities held hereunder for the further security of the noteholders. Should either or both of the Co-Trustees appointed hereunder resign, be removed, or otherwise cease, be unable or refuse to act, it shall not be necessary to appoint a successor Co-Trustee or Co-Trustees to succeed the Co-Trustee or Co-Trustees resigning, but if only one of the Co-Trustees shall resign, be removed or otherwise cease, be unable or refuse to act, the remaining Co-Trustee shall succeed to have and possess all the rights, titles and estates of the Co-Trustees appointed herein and shall exercise all the powers and perform all the duties delegated to and imposed on the Co-Trustees hereby, and all steps taken and acts performed by such remaining Co-Trustee shall have the same force and effect as if taken and performed by the two Co-Trustees herein named. Should both of the Co-Trustees resign, be removed, or otherwise cease, be unable or refuse to act, the Trustee, in addition to rights, titles and estate it has and possesses, and the powers and duties delegated to and imposed on it hereunder shall succeed to and have and possess all the rights, titles and estates of the Co-Trustees appointed herein and shall exercise all the powers and perform all the duties delegated to and imposed on the Co-Trustees hereby.

Section 2. It is further understood and agreed that the Trustees and their agents, attorneys and counsel, shall be entitled to reasonable compensation for all services rendered in connection with the trust hereby created or in pursuance of the provisions of this indenture, and Passionist Academic Institute agrees to pay to the Trustees such compensation, also such expenses reasonably incurred by the Trustees herein, and the Trustees shall have a lien therefor upon the premises and property hereby conveyed, and the proceeds thereof, prior in right to the notes and coupons hereby secured.

Section 3. It is further understood and agreed that the Trustees shall not be required to take notice, or be deemed to have notice of any default of the Grantor, either in the payment of any coupons or principal of any of the notes hereby secured, or in the performance of, or compliance with any covenants or conditions of this indenture, unless said Trustees shall have been specifically notified in writing of such default. The Trustees and the Lafayette-South Side Bank & Trust Company shall not be required to see to the recording of this indenture; and the notes hereby secured may be certified before this indenture shall have been recorded; but Passionist Academic Institute covenants that it will cause this indenture to be duly recorded as a deed of trust in the nature of a mortgage upon real estate.

Section 4. It is further understood and agreed by and between the parties hereto that the Trustees shall not be answerable for any default or miscarriage of any agent or attorney by them appointed hereunder, if such agent was selected with reasonable care, nor for any error or mistake of judgment made in good faith, nor in any case except for their own unlawful misconduct or gross negligence in the execution of said trust.

Section 5. It is further understood and agreed that the fact that the Trustees, or either of them, are, or have been, the owner of any of the notes hereby secured, or otherwise interested in any of said notes, whether at the time when the trust hereby created may be administered or enforced according to the provisions of this indenture or at any previous time, shall not impair or restrict their, or either of their, authority to act hereunder, and at any sale made as aforesaid they, or either of them, may become the purchaser absolutely of any or all of the property to be sold; All objections to any action by the Trustees, or any of them, hereunder on account of any interest such Trustees, or any of them, may have or may have had in said notes or in the subject-matter of this trust is hereby specifically waived by all the parties hereto including the holders of said notes and coupons respectively.

ARTICLE XVI. Section 1. Passionist Academic Institute shall have the right to prepay and redeem any and all of the notes numbered from One (1) to One Hundred (100), both inclusive, on any interest payment date prior to their maturity, by the payment of the principal together with interest accrued and unpaid thereon up to the date of such redemption, plus a premium as follows, to-wit: (a) If redeemed on or before July 1st, 1935, at a premium of One and 50/100 Dollars (\$1.50) on each One Hundred Dollars (\$100.00) of the par value of said notes; (b) If redeemed subsequent to July 1st, 1935 and up to and including July 1st, 1939, at a premium of One Dollar (\$1.00) on each One Hundred Dollars (\$100.00) of the par value of said notes. (c) If redeemed subsequent to July 1st, 1939 and up to and including January 1st, 1943, at a premium of Fifty Cents (\$.50) on each One Hundred Dollars (\$100.00) of the par value of said notes. provided, however, that Passionist Academic Institute shall give sixty (60) days' previous written notice to the Lafayette-South Side Bank & Trust Company, in St. Louis, Missouri, of its intention to so

redem and prepay and specifying the numbers of the notes to be redeemed and prepaid, and provided, further, that for the purpose of such redemption and prepayment Passionist Academic Institute shall deposit with the said Lafayette-South Side Bank & Trust Company at least thirty (30) days before the date of redemption specified in said notice to said Lafayette-South Side Bank & Trust Company a sum of money sufficient to pay the redemption value of notes to be redeemed and any and all interest thereon up to the date of redemption. Upon receiving such deposit and notice, the Lafayette-South Side Bank & Trust Company shall, at the expense of the Grantor cause a notice to be published at least four (4) times in one of the evening newspapers printed in the City of St. Louis, Missouri, specifying the numbers of the notes to be redeemed and the day and place of their redemption. Section 2. Such deposit having been made and such notice given by Passionist Academic Institute and such notice having been published by said Lafayette-South Side Bank & Trust Company as above specified, no interest shall accrue on any of the notes to be redeemed by such deposit after the said date so fixed for the payment thereof. Section 3. It shall be the duty of the Lafayette-South Side Bank & Trust Company, having received such deposit, to make payments of the notes to be redeemed, as and when the same are presented, together with the interest accrued thereon up to the date fixed for their redemption. ARTICLE XVII. In the event from time to time any of the property hereby encumbered, or which may, at any time hereafter become subject to the terms of this indenture, shall be taken for public use in condemnation proceedings, the proceeds of the property so taken (less reasonable attorneys' fees and other proper costs incurred in the protection of the property covered by this indenture, and hereby encumbered, and so taken) shall be paid to the Trustees and by said Trustees placed in a sinking fund account at the Lafayette-South Side Bank & Trust Company. Prior to any default in the payment of the notes hereby secured or in the performance of any of the terms, covenants and conditions, of said notes and this mortgage, the said proceeds shall be applied by the Trustees, First: to the payment in the order of their maturity of the principal (but no interest of the notes hereby secured as such notes respectively mature; and, Second: To the redemption of principal (but not interest) of such notes hereby secured as may be called for payment prior to maturity, which, under such call, have become due. After a default in the payment of the notes hereby secured or in the performance of any of the terms, covenants and conditions of this mortgage, the Trustees shall retain such proceeds and apply the same, pro rata, to the payment of all the notes hereby secured, both principal and interest, which may be then outstanding and unpaid, after the same shall have been declared due, in accordance with Article I of this indenture, but if after such default has occurred and such default shall have been cured and waived as provided in Article I of this indenture, the proceeds shall be applied by the Trustees in the manner hereinabove provided in case no default had occurred. ARTICLE XVIII. Section 1. It is understood and agreed that the word "Trustee" as used in this indenture shall be held and construed to mean and include Title Guaranty and Trust Company, one of the parties of the second part, and its successor or successors for the time being in the trust hereby created; that the word "Co-Trustees" shall be held and construed to mean and include Lafayette-South Side Bank & Trust Company and Joseph L. Rehms, the other parties of the second part and the successor or successors of them, or either of them in the trust hereby created; that the word "Trustees" shall be held and construed to mean and include collectively the parties of the second part and their, and each of their, successor or successors for the time being in the trust hereby created, and that whenever by the language of this instrument there is conferred on the Co-Trustees as well as the Trustee rights, duties, powers and privileges and it shall appear that the Co-Trustees by the laws of California cannot become entitled or subject thereto then in each such case the language so used shall be construed so as to confer such particular rights, duties, powers and privileges merely on the Trustee as though the word "Trustee" were used in this instrument in lieu of the word "Trustees" as used, it being understood and agreed that in all such matters the Trustee will keep the Co-Trustees fully advised of any acts or steps taken or proposed to be taken by it for the protection of all noteholders; further that the word "Grantor" shall be held and construed to mean and include Passionist Academic Institute, a corporation, of the City of Sierra Madre, County of Los Angeles, State of California, and its legal representatives, successors and assigns, being owners for the time being of the premises and property hereby conveyed. It is further

understood that the words "Pote" and "Notes" herein refer to the principal, and the words "Deupen" and "Deupene" herein refer to the interest thereon. It is further understood and agreed that the words "Deed of Trust" and "Mortgage" as used herein refer to this instrument and are used inter-changeably and that the words "Deed of Trust" shall be construed to mean "Mortgage" and the word "Mortgage" shall be construed to mean "Deed of Trust" if such construction becomes necessary in order to give effect to this instrument, or any of its covenants.

Section 2. The recitals of fact herein contained and contained in the notes hereby secured, shall be taken as statements of Passionist Academic Institute, and shall not be construed as made by the Trustees of any of them. Section 3. It is further understood and agreed that the invalidity of one or more of the provisions, covenants, terms or conditions or the invalidity of any one or more of the phrases, clauses, sentences or paragraphs of this mortgage or deed of trust shall not affect the remaining portions of this mortgage or any of the other provisions, covenants, terms and conditions or any of the other phrases, clauses, sentences or paragraphs thereof or impair or affect the lien hereby created, but this deed of trust or mortgage shall take effect, have the same force and effect and shall be construed as if such invalid provisions, covenants, terms or conditions or as if such invalid phrases, clauses, sentences or paragraphs had not been written or inserted herein.

IN WITNESS WHEREOF, Passionist Academic Institute, a corporation, of the City of Sierra Madre, County of Los Angeles, State of California, the Grantor, has caused this indenture to be executed by its President, its corporate seal to be hereunto affixed, attested by its Secretary, and the Title Guarantee and Trust Company, the Trustee, the Lafayette-South Side Bank & Trust Company and Joseph L. Rehme, the said Co-Trustees, in token of their acceptance of this trust, have signed these presents, all as of the day and year in this indenture above written.

(CORPORATE SEAL)

PASSIONIST ACADEMIC INSTITUTE
By Thomas Carter, President.
Attest: Leander Berliner, Secretary.

Executed and delivered by the Grantor in the presence of the undersigned, who have signed this instrument as witnesses to such execution and delivery.

N W Purcell
W.W. Robinson

Witnesses.

(CORPORATE SEAL)

TITLE GUARANTEE AND TRUST COMPANY
By J.F. Keogh, Vice President.
Attest: Geo B Colby, Assistant Secretary.

TRUSTEE.

(CORPORATE SEAL)

LAFAYETTE-SOUTH SIDE BANK & TRUST COMPANY
By Edward Unwin, Vice-President.
Attest: O L Kupferer, Secretary.
and Joseph L. Rehme

CO-TRUSTEES.

Executed by Title Guarantee and Trust Company, Trustee, in the presence of the undersigned, who signed this instrument as witnesses to such execution.

R. H. Baird
Helen Fredericks

Witnesses.

Executed by Lafayette-South Side Bank & Trust Company and Joseph L. Rehme, the said Co-Trustees, in the presence of the undersigned, who signed this instrument as witnesses to such execution.

Fred J. Frewer
Louis G.W. Hecht

Witnesses.

State of California County of Los Angeles)ss. On this 25 day of August in the year One Thousand Nine Hundred and Thirty-one, before me M.W. Purcell a notary public, in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Thomas Carter and Leander Berliner known to me to be the President and Secretary of the Passionist Academic Institute, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(NOTARIAL SEAL)

M.W. Purcell, Notary Public within and for the County of Los Angeles, State of California. My com ex May 20th 1933

State of California County of Los Angeles)ss. On this 25th day of August, in the year One Thousand Nine Hundred and Thirty-one, before me, Ralph D. Graham a notary public, in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared J.F. Keogh and Geo. S. Colby known to me to be the Vice President and Asst. Secretary of the Title Guarantee and Trust Company, the corporation that executed the within instrument, as Trustee, and acknowledged to me that such corporation executed the same as such Trustee. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my of-

Official seal, at my office in Los Angeles County of Los Angeles, State of California, the day and year in this certificate first above written.

(NOTARIAL SEAL) Ralph B. Graham, Notary Public within and for the County of Los Angeles, State of California. My com ex July 6 1932

State of Missouri City of St. Louis)ss. On this 27 day of August, in the year One Thousand Five Hundred and Thirty-one, before me, Arthur C Schowalter a notary public, in and for said City of St. Louis, State of Missouri, residing therein, duly commissioned and sworn, personally appeared Edward Umia and O.L. Ruppferer known to me to be the Vice-President and Secretary of the Lafayette-South Side Bank & Trust Company, the corporation that executed the within instrument as Co-Trustee, and acknowledged that such corporation executed the same as such Co-Trustee. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Louis, State of Missouri, the day and year in this certificate first above written.

(NOTARIAL SEAL) Arthur C. Schowalter, Notary Public within and for the City of St. Louis, State of Missouri My com ex June 11th 1932.

State of Missouri City of St. Louis)ss. On this 27th day of August, in the year One Thousand and Nine Hundred and Thirty-one, before me Arthur C Schowalter a notary public, in and for said City of St. Louis, State of Missouri, residing therein duly commissioned and sworn, personally appeared Joseph L. Rehme, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument as Co-Trustee, and acknowledged that he executed the same as such Co-Trustee. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Louis, State of Missouri, the day and year in this certificate first above written.

(NOTARIAL SEAL) Arthur C Schowalter, Notary Public within and for the City of St. Louis, State of Missouri My com ex June 11 1932

#1095 Copy of original recorded at request of M W Purcell Sep 2 1931, 3:25 P.M. Copyist #99 Compared U.L. Logan County Recorder by Deputy

-0-0-0-0-0-0-

DEED OF TRUST THIS DEED OF TRUST, made this 24th day of August, 1931, between FLORENCE E. PRIEST, an unmarried woman, herein called Trustor, TITLE GUARANTEE AND TRUST COMPANY, a corporation, of Los Angeles, California, herein called Trustee, and DORTHY G. KATZ, herein called Beneficiary, WITNESSETH: That Trustor hereby grants to Trustee, in trust with power of sale, all that property in the City of Los Angeles County of Los Angeles, State of California, described as: Lot Four Hundred Ninety-eight (498) of Tract Sixty-five Hundred Sixty-eight (6568) as per map recorded in Book 72, pages 32 and 33 of Maps, in the office of the County Recorder of said county. Subject to a trust deed for \$14,500.00 in favor of Beverly Hills Securities Corporation. FOR THE PURPOSE OF SECURING: FIRST. Payment of the indebtedness evidenced by one promissory note (and any renewal or extension thereof) substantially in form as follows: Beverly Hills, California, August 24th, 1931

On or before six months after date, for value received, I, Florence E. Priest, promise to pay to Dorthy G. Katz, or order, at - the sum of Four Thousand and no/100 Dollars, with interest from date until paid, at the rate of ten per cent per annum, payable quarterly.

Should interest not be so paid it shall become part of the principal and thereafter bear like interest. Should default be made in payment of interest when due, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in United States gold coin. This note is secured by a deed of trust to TITLE GUARANTEE AND TRUST COMPANY, a corporation, of Los Angeles, California.

FLORENCE E. PRIEST

CONVEYANCE
See P. 142
11

WHEREAS, on June 16, 1933, at the place fixed for said sale as above mentioned, the trustee offered said property for sale at public auction and then and there sold the whole thereof to the second party for the sum of \$3,000.00, the second party being the highest bidder and said sum being the highest price bid for the property; and

WHEREAS, all of the provisions of the statutes of California, and all of the provisions of the trust deed were complied with as to acts to be performed and notices to be given;

NOW, THEREFORE, the trustee, in consideration of the premises recited and of the sum of \$3,000.00 paid by the second party, the receipt whereof is hereby acknowledged, does hereby Grant and Convey, but without warranty, unto BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, its successors and assigns, the following described real property situated in the City of Burbank, County of Los Angeles, State of California, to-wit: Let One (1) in Block "B" of Tract Number Sixty-two Hundred fifty-nine (6259), as per map recorded in Book 67, page 40 of Maps, in the office of the County Recorder of said County. EXCEPTING the waters of the Los Angeles River, as owned by the City of Los Angeles. TOGETHER WITH the appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same unto the second party its successors and assigns, forever but without covenant of warranty, express or implied, regarding the title to the property or the encumbrances thereon.

IN WITNESS WHEREOF, the trustee has this day caused its corporate name to be subscribed and its corporate seal to be affixed by its officers thereunto duly authorized. (Corporate Seal)

CORPORATION OF AMERICA (formerly National Bank-Italy Company) as Trustee.
By A. G. Maurer, Vice President,
By A. T. Smith, Assistant Secretary.

State of California, County of Los Angeles.) ss. On this 21st day of June, 1933, before the undersigned, a notary public in and for said county and state, personally appeared A.G. Maurer, known to me to be the vice president and A.T. Smith, known to me to be assistant secretary of Corporation of America, the corporation that executed the foregoing instrument as trustee, and known to me to be the persons who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same as such trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day hereinabove stated.

(Notarial Seal)
in and for said county and state.

Emil Barach, Notary Public

12282 - 30

1166 Copy of original recorded at request of Grantee, Jun. 21, 1933, 4:28 P.M.
Copied by C.L. Logen, County Recorder, by E. H. Perkins (21) Deputy.
\$2.00-13. H.

EASEMENT FOR WATER MAINS THIS INDENTURE, made this 9th day of June, 1933, by and between the PASSIONIST ACADEMIC INSTITUTION, organized and existing under the laws of the United States of America, the party of the first part, and the CITY OF SIERRA MADRE, a Municipal Corporation, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to whom in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant unto the said party of the second part a perpetual easement and right of way for the construction, reconstruction, inspection, maintenance, operation and repair of water mains, pipes, laterals and appurtenances, in, under and along that certain parcel of land in the City of Sierra Madre, County of Los Angeles, State of California, described as follows: 12.91 acres commencing 782.76 feet South 744.48 feet East from most northerly corner of Lot 19, Sierra Madre Tract, as per Book 4, Pages 502-503, Miscellaneous Records of Los Angeles County, thence East 1135.86 feet, thence North 10° W 210 feet, thence North 27° 30' W 143 feet, thence North 2° 15' W 156.84 feet, plus or minus, thence West 1026.3 feet, thence South 509.52 feet to the point of beginning, part of Lots 19 and 20, Miscellaneous Records of Los Angeles County; and

33.06 acres commencing at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 1 N, Range 11 W, thence North 310 feet, thence East 360 feet, thence South 90 feet, thence East 180 feet, thence South 180 feet, thence East 110 feet, thence North 150 feet, thence West 90 feet, thence North 70 feet, thence West 500 feet, thence North 1009.78 feet, thence East 1091.7 feet, plus or minus, thence South 56 feet,

thence South 8°00' East 494.8 feet, thence South 20° 00' East 150.05 feet, thence South 15° 25' West 222.8 feet, thence South 25° 00' West 277.2 feet, thence South 5° 15' East 215.15 feet, thence East 1261.65 feet to point of beginning, Records of Los Angeles County, State of California, described as follows: Commencing 782.76 feet South and 1882.94 feet East from the most northerly corner of Lot 19, Sierra Madre Trust, as per Book 4, Pages 302-305, Miscellaneous Records of Los Angeles County, thence 5 feet each side of a center line North 6°00' West, a distance of 495 feet, thence North 6° 45' East, a distance of 200 feet.

TOGETHER with the right to enter upon and to pass over and along said parcel of land whenever and wherever necessary for the purpose of constructing, reconstructing, inspecting, maintaining, operating and repairing said water mains, pipes, laterals or appurtenances.

AND it is expressly understood and agreed that any or all such water mains, pipes, laterals or appurtenances constructed or installed upon said strip of land by the party of the second part, are and shall be the property of and subject to the exclusive control of the said party of the second part.

IT IS FURTHER UNDERSTOOD that the undersigned grantor grants an easement only over that portion of the above described parcel of land which is included within land owned by said grantor or in which said grantor is interested.

IN WITNESS WHEREOF, said grantor has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Secretary-thereunto duly authorized, this 9th day of June, 1933.

(CORPORATE SEAL)

PASSIONIST ACADEMIC INSTITUTE
By Edwin Roman, C.P., Pres.
By Cletus Brady, V. Pres. & Treas.
By Edmund Walsh Sec.

State of California, County of Los Angeles.) ss. On this 9th day of June, 1933, before me, T.W. Neale, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and qualified, personally appeared Edmund Walsh, known to me to be the Secretary of the PASSIONIST ACADEMIC INSTITUTE, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. WITNESS my hand and official seal the day and year in this certificate above written.

(Notarial Seal) T. W. Neale, Notary Public
in and for the County of Los Angeles, State of California. My Commission Expires February 5th, 1937.

RESOLUTION NO. 608. RESOLUTION OF THE CITY OF SIERRA MADRE ACCEPTING AN EASEMENT FOR WATER MAINS OVER PROPERTY OWNED BY THE PASSIONIST ACADEMIC INSTITUTE, IN THE CITY OF SIERRA MADRE.

Whereas the Passionist Academic Institute, existing under the laws of the United States of America, have executed and delivered an easement, dated the 9th day of June, 1933, and signed by Edwin Roman, C.P., Pres.; Cletus Brady, V. Pres. & Treas.; Edmund Walsh, Sec't, which is attached herewith, conveying certain easements for water mains over their property in the City of Sierra Madre, and it is the desire of the City Council of the said City to accept said easement.

THEREFORE, BE IT RESOLVED that said easement and the same is hereby accepted and the City Clerk is instructed to cause the same to be filed on record with the County Recorder of Los Angeles County.

The City Clerk is instructed to certify to the passage of this Resolution.
Adopted and approved this 14th day of June, 1933.

(Corporate Seal) H.C. Reavis, Mayor of the City of Sierra Madre.
ATTEST: Waverly E. Pratt, City Clerk.

State of California, County of Los Angeles.) ss. I, Waverly E. Pratt, City Clerk of the City of Sierra Madre, do hereby certify that the foregoing Resolution was duly passed and adopted by the City Council of the City of Sierra Madre at its regular meeting held on the 14th day of June, 1933.

AYES: Councilmen Lees, Lawless, Preston, Reavis.
NAYS: None
ABSENT: Councilman Layton.

(Corporate Seal) Waverly E. Pratt, City Clerk of the City of Sierra Madre.

1001 Copy of original recorded at request of City Clerk, Sierra Madre, Cal. Jun. 21, 1933.
1155 H. Coyne & Co. Compared. G.L. Logan, County Recorder, by E. H. Perkins (31) Deputy.
Proc-15, R.

CORPORATE SEAL OF
PASSIONIST ACADEMIC INSTITUTE

It is Mutually Agreed That:

- 17. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or any other cause, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled to sue or commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, shall be assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees, release any sum so received to it or apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.
- 18. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due or to sue or commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage.
- 19. Should proceedings be instituted to register title of said property under any Land Title Law, Trustor will pay upon demand all sums expended by Trustee or Beneficiary, including attorney's fees, and forthwith deliver to Beneficiary all evidences of title.
- 20. At any time and from time to time upon request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness hereunder, Trustor may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this Deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor's fees for any of the services mentioned in this paragraph shall be \$5.
- 21. As additional security, Trustor hereby assigns to Beneficiary during the continuance of these trusts, all rents, issues, royalties and profits of the property affected by this Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties and profits accrued or accruing by reason of any oil, gas or mineral lease of said property. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, issues, royalties and profits. Failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed to any such tenancy, lease or option.
- 22. Upon any default by Trustor hereunder, Beneficiary may at any time without notice to either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those payable by delivery to Trustee of written declaration of default and demand for sale, and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.
- 23. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or proceeds for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 24. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or should this Deed and said note not be eligible for insurance under the National Housing Act within 8 months from the date hereof (Trustee statement of new officer or employee of the Federal Housing Administration dated subsequent to 3 months' time from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineligibility), he should the commitment of the Federal Housing Administration to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed, the note and all documents evidencing expenditures secured hereby.
- 25. After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustor may purchase any or all of any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser in Deed conveying the property as sold, but without any covenant or warranty, express or implied. The recitals in the Deed if any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this Trust, including therein Trustor's fees in the following amounts based upon the amount secured hereby: (a) 6% percent on the first \$1,000 thereof; 1% percent on the next \$2,000 thereof; and 1/2% percent on the balance thereof; said sum to include counsel fees if any are incurred; (2) cost of any evidence of title presented in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 4 1/2 percent per annum; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto.
- 26. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be deemed to have assumed all the duties and powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument, containing reference to this Deed and in the place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
- 27. The pleading of any statute of limitations as a defense to any and all obligations incurred by this Deed is hereby waived, to the full extent permissible by law.
- 28. Any Trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property, but without hereby creating a present or any lien or charge thereon, for any deficiency after sale of the property hereunder.
- 29. This Deed shall issue to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties herein. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein.
- 30. Trustor accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustor is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustor.
- 31. This Deed shall be construed according to the laws of the State of California.
- 32. The Undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor
Clifton B. Robertson
Julia K. Robertson

State of California, County of LOS ANGELES)ss: On this 19th day of March, 1943, before me, the undersigned, a Notary Public in and for said County, personally appeared CLIFTON B. ROBERTSON and JULIA K. ROBERTSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

Witness my hand and official seal. Sheldon W. Hymer Notary Public in and for said County and State. (Sheldon W. Hymer) My Commission Expires September 27, 1943. Indexed as Trust Deed and Assignment of Rents.

#621. Copy of original recorded at request of TITLE INSURANCE & TRUST CO. Mar 25 1943 at 8:30 A.M. Copyist #67. Compered. Name E. Beatty, County Recorder, Deputy. By J. Beckley (240)

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA CENTRAL DIVISION

UNITED STATES OF AMERICA, Plaintiff, vs. 54.05 ACRES OF LAND, MORE OR LESS, SITUATE IN LOS ANGELES COUNTY, CALIFORNIA, PASSIONIST ACADEMIC INSTITUTE, a corporation; CITY OF SIERRA MADRE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; JOHN DOE ONE to JOHN DOE TEN, inclusive; JANE DOE ONE to JANE DOE TEN, inclusive; DOE ONE COMPANY, a corporation, to DOE TEN COMPANY, a corporation, ONE DOE COMPANY, a co partnership, to FIVE DOE COMPANY, a co partnership, inclusive; ROE ONE as Executor or Administrator of the Estate of Black One, deceased, to ROE THREE, as Executor or Administrator of the estate of Black Three, deceased, inclusive, et al., Defendants.

No. 2812 B CIVIL LIS PENDENS

19892-172
3-25-43

SGB:ALE 3/19/43

NOTICE IS HEREBY GIVEN that plaintiff, United States of America, has filed a Complaint in condemnation of the hereinafter described property, situated in the County of Los Angeles, State of California, under the provisions of Sections 1227 1264.9, inclusive, of the Code of Civil Procedure of the State of California, and upon instructions of the Attorney General of the United States, at the request of the Secretary of War of the United States, and pursuant to the provisions of an Act of Congress approved February 26,

1951 (46 Stat.1421, 40 U.S.C., sec.256a) and Acts supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress approved August 18,1890 (26 Stat.516), as amended by the Acts of Congress approved July 2,1917,(40 Stat.241), April 11,1918 (40 Stat.518,50 U.S.C.sec.171), and March 27,1942 (Public Law 507 77th Congress,); that the object of said action is to condemn for a term for-years commencing on the date of the filing of this action and ending June 30,1943, and extendable for additional yearly periods during the existing national emergency at the election of the Secretary of War, which election shall be signified by the giving of a sixty days notice.

That the property herein taken and condemned in this proceeding is situated in the County of Los Angeles, State of California: and is more particularly described as follows:

Commencing at the Northeast corner of Section 18, Township 1 North, Range 11 West, S.B.B. and M. and running thence West along the North line of said Section 18 to a point 755.10 feet East of the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 18; thence South 1320.2 feet more or less to a point in the South line of the Northeast quarter of the northeast quarter of said Section 18; thence east along said South line to a point 356.07 feet West of the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 18, said point being the Northwest corner of that certain parcel of land described as Parcel 2 in the deed from Rev. Peter Hanely, C.P. to Passionist Academic Institute, a California corporation, recorded May 9, 1924 in Book 3051, Page 305 of Official Records of Los Angeles County, California; thence South 2.59½ chains to the Southwest corner of the land so conveyed as parcel 2 of said deed; thence South 79° 45' East 5.46 chains to a point in the East line of Lot 5 of the Southeast quarter of the Northeast quarter of said Section 18, said point also being the Southeast corner of the land so conveyed as Parcel 2 in said deed; thence South along the East line of said Lot 5 to a point which is 700 feet South of the Northeast corner of said Lot 5 in the Southeast quarter of the Northeast quarter of said Section 18; thence East 1135.1 feet more or less to a point in the West line of the land conveyed by Palmer T. Reed to the Sierra Madre Water Company by deed recorded in Book 1549, Page 275 of Deeds, records of said County; thence North various courses and distances along the West line of the land so conveyed to said Sierra Madre Water Company to a point in the North line of the Southwest quarter of the Northwest quarter of Section 17, Township 1 North, Range 11 West, S.B.B. & M.; thence West along said North line to the Southeast corner of the West half of the Northwest quarter of the Northwest quarter of said Section 17; thence North along the East line of said West half of the Northwest quarter of the Northwest quarter of said Section 17 to the North line of said Section; thence West along the North line of said Section 17 to the point of beginning.

That the parties defendant in said proceeding, designated by their true names, are set forth in the caption hereof. Dated this 22nd day of March, 1943.

LEO V. SILVERSTEIN United States Attorney
IRL D. BRETT Special Assistant to the
Attorney General

SYLVAN G. BAY Special Attorney
Lands Division Department of Justice

By Sylvan G. Bay Attorneys for Plaintiff.

1961 Copy of original recorded at request of Lands Div. Dept. of Justice, Mar 25 1943
11:10 A.M. Copyist 267. Compared. Name B. Betty, County Recorder.
#2-50-11.8. By *Suckley* (240) Deputy.

STATE OF CALIFORNIA, COUNTY OF Los Angeles) ss. AFFIDAVIT - DEATH OF JOINT TENANT

Carmelita P. Crumley, of legal age, being first duly sworn, deposes and says: That Harry Weger, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Harry Weger named as one of the parties in that certain deed dated August 28, 1928, executed by Chas. E. Rotheermal, Mary E. Rotheermal, E.W. Hodgins and Mae Hodgins to Harry Weger and Carmelita Weger, his wife, as joint tenants, recorded as Instrument No. 180, on October 4, 1928, in Book 6127, Page 3, of Official Records of Los Angeles County, California, covering the following described property situated in the County of Los Angeles, State of California: Lot 1 of Block A of Tract 3812, as per map recorded in Book 78 Page 90 of Maps, in the office of the County Recorder of said County.

That the value of all real and personal property owned by said decedent at date of death, including the full value of the property above described, did not then exceed the sum of \$8000.00.

Carmelita P. Crumley

Subscribed and Sworn to before me this 16th day of March, 1943.

(Seal) *Edw. Sebastian* Notary Public in and
for said County and State. My Commission Expires November 8, 1944.

Assistant Trust Officer, therunto duly authorized.
(-)

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee.
By R. A. Wright, Vice-President-Trust Officer.
By Grant J. Hoge Assistant Trust Officer.

STATE OF CALIFORNIA COUNTY OF LOS ANGELES)SS On this 5th day of October, 1943, before me M. Cupp, a Notary Public in and for said County personally appeared M.A. Wright, known to me to be the Vice-President Trust Officer, and Grant J. Hoge, known to me to be the Assistant Trust Officer of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the national banking association that executed the foregoing instrument as trustee, and known to me to be the persons who executed the same on behalf of the national banking association therein named, and acknowledged to me that such national banking association executed the same as trustee.

WITNESS my hand and official seal.

(Seal) in and for said County and State.

M. Cupp Notary Public

#1591 Copy of original recorded at request of Grantee OCT 8 1943 2:40 P M Copyist #48 Compared. NAME B. BEATTY, County Recorder, by *W. J. Miller (2-1)* Deputy \$1.00-4.B.

ON
10-8-43
203 w - 221

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA
CENTRAL DIVISION

A.G. Ref: 33-5-104-45-D-738

UNITED STATES OF AMERICA, Plaintiff

No. 2812-B Civil

vs.
54.05 ACRES OF LAND, MORE OR LESS, SITUATE IN LOS ANGELES COUNTY, CALIFORNIA; PASSIONIST ACADEMIC INSTITUTE, a corporation, et al., Defendants

DECREE ON DECLARATION OF TAKING

COMES NOW the plaintiff herein, United States of America, by and through Irl D. Brett, Special Assistant to the Attorney General, and Sylvan G. Ray and Martell E. Thompson, Special Attorneys, Lands Division, Department of Justice, and moves the Court to enter a Decree vesting title in the United States of America for a term for years ending June 30, 1943, together with the right to extend said term for additional yearly periods thereafter during the existing national emergency at the election of the Secretary of War, which election shall be signified by the giving of notice at any time prior to the end of the term hereby taken, or subsequent extensions thereof.

Thereupon the Court proceeded to hear and pass upon said Motion, Complaint and Declaration of Taking, and finds and decrees as follows:

FIRST: That the United States is entitled to acquire property by eminent domain for use in connection with the establishment of the Santa Anita Miniature Anti-Aircraft Range, California, and for such other uses as may be authorized by Congress or by Executive Order, and are required for immediate use.

SGB:T 10-7-43

SECOND: That the Complaint in Condemnation was filed at the request of the Secretary of War of the United States, the authority empowered by law to acquire the land described in the Complaint, and under the direction of the Attorney General of the United States.

THIRD: That in said Complaint and in the Declaration of Taking a statement of the authority under which and the public use for which said land is taken is set out; and that the Secretary of War of the United States is the person duly authorized and empowered by law to acquire lands such as are described in the Complaint, for the purposes as aforesaid; and that the Attorney General of the United States is the person authorized by law to direct the institution of said condemnation proceedings.

FOURTH: That a description of the land sought to be taken sufficient for the identification thereof is set out in Schedule "A" of said Declaration of Taking.

FIFTH: That a statement of the estate or interest in said land taken for said public use is also set out in said Declaration of Taking.

SIXTH: That a plat or plan is set out in Schedule "B" affixed to and incorporated in the Declaration of Taking, showing the land taken.

SEVENTH: A statement of the sum of money estimated by said acquiring authority to be just compensation for the land taken, to wit: the sum of One Thousand Four Hundred Seventy-one and 30/100 Dollars (\$1,471.30) is set out in said Declaration of Taking, which said sum has been deposited in the registry of the Court.

EIGHTH: That there is a statement in said Declaration of Taking that the estimated ultimate award of damages for the taking of said property, in the opinion of the Secretary of War of the United States, probably will be within the limits prescribed by law

as the price to be paid therefor.

NINTH: That by an Order of the above entitled Court entitled "Order for Immediate Possession Under the Second War Powers Act of 1942", obtained pursuant to and under the authority of the Second War Powers Act of 1942, approved March 27, 1942 (Public Law 507 - 77th Congress), which Order for Immediate Possession was signed on March 18, 1943, the United States of America was duly and regularly authorized and empowered to enter upon and take full and exclusive possession as recited in said Order for Immediate Possession of that certain tract of land described in said Order for Immediate Possession, Declaration of Taking, and hereinafter described.

TENTH: That the aforesaid Order for Immediate Possession entered herein on March 18, 1943 is now, and has at all times since the entry thereof been in full force and effect, and that insofar as the said Order relates to the possession of the United States of the hereinafter described land, said Order for Possession is adopted and incorporated herein, and confirmed in all respects.

And the Court having fully considered said Complaint and Declaration of Taking, and the statutes in such case made and provided, is of the opinion that the United States of America is entitled to take said property for a term for years ending June 30, 1945, extendible as set forth in the Declaration of Taking, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipe lines, and reserving to the landowners the right to use, maintain and repair water tunnels located on said land, together with the right to withdraw water therefrom, and have title to such estate and interest vested in it pursuant to the provisions of law in such case made and provided, and under the authority of the Act of Congress approved February 26, 1931 (46 Stat. 1421; 40 U.S.C., sec. 258a), and acts supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress approved August 18, 1890 (26 Stat. 316), as amended by the Acts of Congress approved July 2, 1917 (40 Stat. 241), April 11, 1918 (40 Stat. 518; 50 U.S.C., sec. 171), and March 27, 1942 (Public Law 507-77th Congress), which acts authorize the acquisition of land for military or other war purposes, and the Act of Congress approved July 2, 1942 (Public Law 649 - 77th Congress) and the Act of Congress approved July 1, 1943 (Public Law 108-78th Congress), which acts appropriated funds for such purposes.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

That the estate taken for said public uses is a term for years ending June 30, 1945, together with the right to extend said term for additional yearly periods thereafter during the existing national emergency at the election of the Secretary of War, which election shall be signified by the giving of notice at any time prior to the end of the term thereby taken or subsequent extensions thereof, subject, however, to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, and reserving to the land owners the right to use, maintain and repair water tunnels located on the land, together with the right to withdraw water therefrom.

That the land which is the subject matter of this Declaration of Taking and of this condemnation aggregates 56.23 acres, more or less, situate and being in the County of Los Angeles, State of California, and is more particularly described as follows:

TRACT NO. 1

Commencing at the Northeast corner of Section 18, Township 1 North, Range 11 West, S.B.B. & M. and running thence West along the North line of said Section 18 to a point 766.10 feet East of the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 18; thence South 1320.2 feet, more or less, to a point in the South line of the Northeast quarter of the Northeast quarter of said Section 18; thence east along said South line to a point 356.07 feet West of the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 18, said point being the Northwest corner of that certain parcel of land described as Parcel 2 in the deed from Rev. Peter Hanley, C.F., to Pasadena Academic Institute, a California corporation, recorded May 9, 1938 in Book 3051, Page 305 of Official Records of Los Angeles County, California; thence South 2.59 1/2 chains to the Southwest corner of the land so conveyed as Parcel 2 of said deed; thence South 79° 45' East 5.48 chains to a point in the East line of Lot 5 of the Southeast quarter of the Northeast quarter of said Section 18, said point also being the Southeast corner of the land so conveyed as Parcel 2 in said deed; thence South along the East line of said Lot 5 to a point which is 700 feet South of

the Northeast corner of said Lot 5 in the Southeast quarter of the Northeast quarter of said Section 16; thence East 1135.1 feet, more or less, to a point in the West line of the land conveyed by Palmer T. Reed to the Sierra Madre Water Company by deed recorded in Book 1349, Page 275 of Deeds, records of said County; thence North various courses and distances along the West line of the land so conveyed to said Sierra Madre Water Company to a point in the North line of the Southwest quarter of the Northwest quarter of Section 17, Township 1 North, Range 11 West, S.B.B.A.M.; thence West along said North line to the Southeast corner of the West half of the Northwest quarter of the Northwest quarter of said Section 17; thence North along the east line of said West half of the Northwest quarter of the Northwest quarter of said Section 17 to the North line of said Section; thence West along the North line of said Section 17 to the point of beginning.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that possession of the above described property, and the whole thereof, shall be delivered to the United States of America forthwith.

Nothing herein is to be considered as a determination by the Court that the estimate of the Secretary of War of the United States, or the amount deposited is, or is not, just compensation for the taking by plaintiff of the herein described property.

This cause is held open for such other and further Orders, Judgments and Decrees as may be necessary in the premises.

DATED this 7 day of October 1943, at 11:19 o'clock, A.M.

C. E. BEAUMONT
United States District Judge

Presented by:

IRL D. BRETT
Special Assistant to
the Attorney General

Judgment entered OCT 7 - 1943
Docketed OCT 7 - 1943
C.O. Book 21 Page 341

SYLVAN G. RAY
MARTELL E. THOMPSON
Special Attorneys, Lands Division
Department of Justice

Edmund L. Smith, Clerk.

by — Deputy

By MARTELL E. JOHNSON

Attorneys for Plaintiff

FILED OCT 7-1943 EDMUND L. SMITH, Clerk By R. S. Clifton Deputy Clerk

A TRUE COPY. OCT 7 - 1943

ATTY-GEN. SEC.
(SEAL) Edmund L. Smith, Clerk U.S. District Court,
Southern District of California
By Wm. G. Cook, Deputy.

#1084 Copy of original recorded at request of Lands Division Department of Justice
906 Federal Building Los Angeles, Calif. OCT 8 1943 9:56 A.M. Copyist #48. Compared.
#2.50-21.B. MAKE B. BRATTI, County Recorder, by [Signature] Deputy.

U.S.I.R.S. \$4.95 canceled.

Grant Deed

CARLETON L. CARLETON, a married man, R.E. PAYNE, a married man, and H. R. PORTMAN, a married man, in consideration of Ten Dollars to them in hand paid, the receipt of which is hereby acknowledged, do hereby GRANT to CLIFFORD A. BREWER and M. ELINOR BREWER, husband and wife, as joint tenants, all that real property situated in the County of Los Angeles State of California, described as follows: Lot 20 of Tract No. 12671, as per map recorded in Book 242 Page 37 of Maps in the office of the Recorder of Los Angeles County, California. WITNESS their hands this 21st day of September, 1943.

R. E. Payne
Carleton L. Carleton
By R. Elmer Payne,
attorney in fact.
H. R. Portman

STATE OF CALIFORNIA, County of Los Angeles) ss. On this 29 day of September, 1943, before me, Lewis Smith, a Notary Public in and for said County, personally appeared R.E. Payne and H.R. Portman known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same.

WITNESS my hand and Official Seal.

(Seal) Lewis Smith NOTARY PUBLIC
in and for said County and State. My Commission Expires March 23, 1945

STATE OF - County of -) ss. On this 29th day of September 1943, before me, Lewis Smith, a Notary Public in and for said County, personally appeared R. Elmer Payne known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Carleton L. Carleton and acknowledged to me that he subscribed the name of Carleton L. Carleton thereto as principal and his own name as Attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day

Witness my hand and Official Seal.

(SEAL)

F. C. Childs Notary Public

in and for said County and State. My commission expires Sept. 5th, 1946
#456, Copy of original recorded at Request of TITLE INSURANCE & TRUST CO NOV 8 1944 at SAN
Coylist #106, Compared, Name E. Beatty, County Recorder, By *J. Lefore* Deputy
\$1.00 - J. R.

District Court of the United States
Southern District of California

CENTRAL DIVISION

UNITED STATES OF AMERICA, Plaintiff, }
vs } No. 18897 (CD) Criminal
JOHN CARLO DELLA RAGIONE, Defendant. } ABSTRACT OF JUDGMENT

I certify that in the above-entitled action and Court, on the 30th day of October,
1944, Judgment was entered in Judgment-Box-#7.) Minute book 42, page 717, in favor of
United States of America and against John Carlo Della Razione for \$100.00 Principal, \$--
Interest, \$---Attorney-fee, and \$-Costs. ATTESTED this 6th day of November, 1944.

(SEAL)

~~By E. SEMMERMAN~~
EDMUND L. SMITH, Clerk

By Charles A. Seitz Deputy Clerk

#1538, Copy of original recorded at Request of Attorney NOV 8 1944 at 11:28 AM. Coylist
#106, Compared, Name E. Beatty, County Recorder, By *J. Lefore* Deputy
\$1.00 - 2. B.

RESOLUTION NO. 603

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DO RESOLVE AS FOLLOWS: That that certain
Grant Deed dated October 17, 1944, executed by PASSIONIST ACADEMIC INSTITUTE, a corpora-
tion, granting to the City of Sierra Madre, a municipal corporation, all that certain Real
property situate in the City of Sierra Madre, County of Los Angeles, State of California,
and more particularly described in said Deed be and the same is hereby accepted by said
City of Sierra Madre. The City Clerk shall certify to the adoption of this resolution.

The foregoing resolution was adopted at a regular meeting of the City Council of the
City of Sierra Madre held on the 24th day of October, 1944, by the affirmative vote of at
least three Councilmen, to-wit:

AYES: Councilmen, McGill, Hoegge, Schiltz and Froehlich,
ABSENT: Councilman Reynolds,

NOES: None,

and signed and approved this 24th day of October, 1944.

John Froehlich
Mayor

21413-015

ATTEST:
Waverly E. Pratt
City Clerk

The undersigned, City Clerk of the City of Sierra Madre, does hereby certify that the
foregoing is a full, true and correct copy of a Resolution adopted by the City Council of
said City of Sierra Madre at a regular meeting thereof held October 24, 1944.

WITNESS my hand and the corporate seal of said City of Sierra Madre this 24th day of
October, 1944.

(SEAL)

Waverly E. Pratt
City Clerk of the City of Sierra Madre

Affix I.R.S.#none

Grant Deed

In Consideration of \$250.00, receipt of which is acknowledged, PASSIONIST ACADEMIC
INSTITUTE, a corporation, whose permanent address is does hereby grant to CITY OF SIERRA
MADRE, a Municipal Corporation, whose permanent address is Sierra Madre, California the
real property in the City of Sierra Madre County of Los Angeles, State of California, de-
scribed as: Those portions of the Southwest quarter of the Northwest quarter of Section 17,
Township 1 North, Range 11 West, S. B. B. & M., and of Lot 20 of Sierra Madre Tract, also
in said City, as shown on map of said Tract, as per map recorded in Book 4, Pages 502 and
503 of Miscellaneous Records, in the office of the County Recorder of said County, bounded
by following described line: Beginning at point of intersection of Southerly line of
Southwest quarter of Northwest quarter of said Section 17 with Westerly line of that first
described parcel of land conveyed to Sierra Madre Water Co., by deed recorded in Book 1349
Page 275 of Deeds; thence South 2° 08' East along said Westerly line, 160.67 feet, more or

BY
President
Sec.

less, to an angle point therein; thence South 27° 23' East, continuing along said Westerly line, 44.61 feet, more or less, to a line parallel with said Southerly line of Southwest quarter of Northwest quarter of said Section 17, and distant therefrom 199.72 feet, measured at right angles; thence North 89° 06' West along, said parallel line 45.00 feet; thence North 14° 45' 33" West 155.57 feet; thence North 2° 08' West, parallel to said first mentioned Westerly line, 50.00 feet, more or less, to a point in said Southerly line of Southwest quarter of Northwest quarter of said Section 17, distant thereon North 89° 06' West 60.00 feet from point of beginning; thence North 25° 01' 16" East 131.28 feet, more or less, to said first mentioned Westerly line; thence South 2° 08' East along said first mentioned Westerly line, 120 feet, more or less, to the point of beginning. Subject to all covenants, conditions, restrictions, reservations, assessments and rights of way of record affecting said real property. Subject also to City and County taxes for the fiscal year 1944-45. Dated this 17th day of October 1944, 1944.

(SEAL)

PASSIONIST ACADEMIC INSTITUTE, a corporation,
By Boniface Fielding, President
Attested Angelo Hamilton, Secretary

State of California County of Los Angeles)ss. On this 19th day of October A.D., 1944, before me, T. W. Neale, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Boniface Fielding known to me to be the President and Angelo Hamilton known to me to be the Secretary of the Passionist Academic Institute the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

T. W. Neale Notary Public
in and for said County and State

#59, Copy of original recorded at request of TITLE INSURANCE & TRUST CO NOV 9 1944 at SAN. Copyist #106, Compared, Name E. Beatty, County Recorder, By *[Signature]* Deputy
FREE 11. E.

o o o o o

Order 207421-Wightman

Full Reconveyance

TITLE INSURANCE AND TRUST COMPANY, a California corporation, as successor Trustee under Deed of Trust, dated September 7, 1940, made by Homes Beautiful, Inc. Trustor, and recorded as Instrument No. 277 on Sept. 10, 1940, in Book 17739, Page 323, of Official Records in the office of the Recorder of Los Angeles County, California, describing land therein as Lot 77 Tract 12323 @ 231/31 to 34 of Maps, having received from holder of the obligations thereunder a written request to reconvey, reciting that all loans secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said successor Trustee for cancellation, does hereby Reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder. In Witness Whereof, Title Insurance and Trust Company, as successor Trustee, has caused its corporate name and seal to be hereto affixed by its Assistant Secretary, thereunto duly authorized, this 26th day of October, 1944.

(SEAL)

MR TITLE INSURANCE AND TRUST COMPANY, as successor Trustee,
By J. A. Willett Assistant Secretary

State of California, County of Los Angeles)ss. On October 26, 1944, before me, the undersigned, a Notary Public in and for said County, personally appeared J. A. Willett, known to me to be the Assistant Secretary of TITLE INSURANCE AND TRUST COMPANY, the corporation that executed the foregoing Instrument as successor Trustee, and known to me to be the person who executed said Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as successor Trustee.

WITNESS my hand and official seal.

(SEAL)

M. F. Peace Notary Public
in and for said County and State

No. R-86880
#830, Copy of original recorded at request of TITLE INSURANCE & TRUST CO NOV 9 1944 at SAN Copyist #106, Compared, Name E. Beatty, County Recorder, By *[Signature]* Deputy
\$1.00 - 4. R.

o o o o o

GRANT OF EASEMENT
(CORPORATION)

S. 28-51
228

MATER DOLOROSA MONASTERY AND RETREAT HOUSE, a California Corporation, who acquired title as PASSIONIST ACADEMIC INSTITUTE,

a corporation, organized under the laws of the State of California, and having its principal place of business at _____

in said State, hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace, and/or remove, in, on and over the real property hereinafter described, situated in the County of Los Angeles, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

A strip of land 6 feet in width lying within Section 17, Township 1 North, Range 11 West, S.B.M., and Lot 19 of the Sierra Madre Tract as per map recorded in Book 4, Pages 502 and 503 of Miscellaneous Records, records of said County of Los Angeles, the westerly line of which strip is coincidental with the easterly lines of Lots 11 to 16 inclusive, of Tract 16405, as per map recorded in Book 404, Pages 9 and 10 of Maps, records of said County.

Also, a strip of land 2 feet in width lying within said Section 17, the westerly line of which strip is described as follows:

Beginning at the most northerly corner of said Lot 16; thence northerly 40 feet to a point;

And a strip of land 2 feet in width lying within said Lot 19, the easterly line of which strip is described as follows:

Beginning at a point in the easterly line of said Tract 16405, distant northerly thereon 1 foot from the southerly line thereof; thence easterly parallel with the easterly prolongation of said southerly line, 40 feet, more or less, to a point.

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, said MATER DOLOROSA MONASTERY AND RETREAT HOUSE has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary, thereunto duly authorized, this 16th day of May, 1951.

MATER DOLOROSA MONASTERY AND RETREAT HOUSE

By Herman J. Stier President

By Isidore O. Reilly Secretary

STATE OF CALIFORNIA
COUNTY OF

Los Angeles

} SS.

On May 16, 1951 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Herman J. Stier

known to me to be the _____ President, and Isidore O. Reilly

known to me to be the _____ Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation there in named, and acknowledged to me that such persons are and were the same.

WITNESS my hand and official seal

[Signature]
Notary Public in and for said County and State

My Commission Expires _____, 1951

SPACE BELOW FOR RECORDER'S USE ONLY

2028

RECORDED

MAY 18 1951

COUNTY OF LOS ANGELES

BOOK 11 11 11

1966

RESOLUTION NO. 1332

12-2-54
2202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, ACCEPTING EASEMENT COVERING CERTAIN REAL PROPERTY TO THE CITY OF SIERRA MADRE (Passionist Retreat).

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES RESOLVE AS FOLLOWS:

SECTION 1. That the City of Sierra Madre accept from the Passionist Mater Dolorosa Retreat, a corporation, Easement dated October 20, 1954, granting to the City of Sierra Madre that certain real property in the City of Sierra Madre, more particularly described in said Easement, for water pipe-line purposes.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

I HEREBY CERTIFY that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre, held on the 9th day of November, 1954, by the affirmative vote of at least three Councilmen, to wit:

- AYES: Councilman PRATT, WOOD, ROBERTS, JAMES AND LOUR
- NAYS: NONE
- ABSENT: NONE

L. Marie Warfel
City Clerk of the City of Sierra Madre

SIGNED AND APPROVED this 9th day of November, 1954.

Charles L. Louk
Mayor of the City of Sierra Madre

ATTEST:

L. Marie Warfel
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES(ss.
CITY OF SIERRA MADRE)

I, L. Marie Warfel, City Clerk of the City of Sierra Madre, County and State aforesaid, do hereby certify the foregoing to be a full, true and correct copy of Resolution No. 1332 of the City of Sierra Madre, as the same appears of record and on file in my office, and that I have carefully compared the same with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Sierra Madre this 9th day of November, 1954.

L. Marie Warfel
City Clerk

E A S E M E N T

In consideration of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, the Undersigned, THE PASSIONIST MATER DOLOROSA RETREAT, a corporation, does hereby give and grant to the CITY OF SIERRA MADRE, a Municipal Corporation in the County of Los Angeles, duly organized and existing under and by virtue of the laws of the State of California, its successors or assigns, an easement for the installation and maintenance of a water pipe line in, through, along and across a certain strip of land five (5) feet in width, described as follows:

A Right-Of-Way five feet in width for the installation, operation and maintenance of an underground water pipe line on the northern portion of Lot 20, Sierra Madre Tract, M.R. Book 4, Pages 502 and 503, Records of Los Angeles County, California, and the southern portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 17, T.1 N., R.11 W., SBBM, in the City of Sierra Madre, County of Los Angeles, State of California, with centerline more particularly described as follows:

From a 2" I.P. at the north end of the centerline of Crestvale Avenue as shown on map of Tract 18837, MB 472, Pages 11-12 (said pipe being 767.44 feet east of the west line of the above mentioned Lot 20), go N 89° 57' 15" W 24 feet to a point, the true point of beginning, thence N 1° 42' W 87.25 feet to a point, thence N 24° 23' W 292.75 feet to a point, thence N 8° 6' W 213.00 feet to a point, thence N 22° 59' E 66.9 feet to a point, thence N 10° 39' W 134.8 feet to a point and an existing east-west water pipe line.

Bearings are based on the bearings of Crestvale Avenue as shown on map of said Tract 18837.

Together with the right to enter upon and to pass and repass over and along said easement and to deposit tools, implements, and other materials by said City of Sierra Madre, its officers, agents, and employees, and by any contract, his agents and employees, authorized by said City, whenever and where ever necessary for the purposes above set forth.

It is understood that each of the above grantos grants only that portion of the above described strip of land which is included

within land owned by said grantor, or in which said grantor is interested.

WITNESS OUR HANDS this 20th day of October, 1954.

THE PASSIONIST MATER DOLOROSA RETREAT,
a corporation

BY James P. White
President

By Dorothy F. O'Reilly
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 20th 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. White and Dorothy F. O'Reilly known to me to be the _____ President, and _____, known to me to be the _____

Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

Mina Neale
Notary Public in and for said
County and State NOTARY PUBLIC
in and for the County of Los Angeles, State of California

My commission expires: My Commission Expires April 26, 1957

2204

DOCUMENT No. _____
RECORDED AT REQUEST OF _____

DEC 2 1954
40 MIN PAST 8 A.M.

OFFICIAL RECORDS
County of Los Angeles, California
FEE \$ _____
MARGIE B. BEATTY, County Recorder

Deputy

2204

Handwritten scribbles and initials

RECORDED BY
REQUEST OF

WHEN RECORDED

Return to:

City Clerk,
City of Sierra Madre
City Hall
Sierra Madre, Calif.

EASEMENT

THE EMBROIDERED
DOLOROSA EMBROIDERY
corporation

CITY OF SIERRA MADRE,
a Municipal Corporation

DATED: October 7 1966

T. GUY CORRYN
ATTORNEY AT LAW
101 1/2 EAST BUNTINGTON DRIVE
ARCADIA, CALIFORNIA
TELEPHONE DOUBLE 7-0889
CIVIL 4-8121
Attorney for City of
Sierra Madre

GRANT OF EASEMENT
(CORPORATION)

4-25-55
K 3713

PASSIONIST ACADEMIC INSTITUTE, a California Corporation
a corporation, organized under the laws of the State of California, and having its
principal place of business at _____, in said State, hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its
successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace, and/or remove,
in, on and over the real property hereinafter described, situated in the County of Los Angeles
State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and
other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone
and/or other purposes.

Said real property is described as follows:

A strip of land 10 feet in width lying within that portion of the South-
west Quarter of the Northwest Quarter of Section 17, Township 1 North, Range
11 West, S.B.M. in the County of Los Angeles, State of California, which portion
is more particularly described in a Deed to the Grantor herein recorded as
Document 1478 on May 9, 1924, in Book 3051 of Official Records of said County.
The centerline of which strip is described as follows:

Beginning at the Northeast corner of Tract Number 16405 as
per map recorded in Book 404, Pages 9 and 10 of Maps, in the
Office of the County Recorder of said County; thence Northeasterly
356 feet to a point hereinafter referred to as Point "A" which
point is 100 feet easterly, measured at right angles from the
Westerly line of said Southwest Quarter.

Also a strip of land 2 feet in width lying within the above described
property. The centerline of which strip is described as follows:

Beginning at said Point "A", thence Northeasterly a distance of
40 feet.

It is understood and agreed that the above described line is approximate only,
it being the intention of the Grantor by this conveyance to grant an easement for said
electric line in the location in which said electric line shall be constructed on and
over the above described property.

The Grantor, its successors and assigns, and its and their respective agents and employees, shall have
the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free
access to said electric line and every part thereof, at all times, for the purpose of exercising the rights
herein granted.

NOTARY
Monrovia
W. S.
81
57-88
APPROVED
BY NOTARY
PCB
DATE
4/15/55

IN WITNESS WHEREOF, said PASSIONIST ACADEMIC INSTITUTE
has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its
President and _____ Secretary, thereunto duly authorized, this 20th
day of April, 1955.

PASSIONIST ACADEMIC INSTITUTE,
a California Corporation
By James P. H. To President
By David O. Rully, C.P. Secretary

STATE OF CALIFORNIA
COUNTY OF _____ } SS.

On April 15, 1955, before me, a
Notary Public in and for said County and State, per-
sonally appeared James P. H. To
known to me to be President
and David O. Rully, C.P. known to me to be
Secretary of Passionist Academic Institute,
the corporation that executed the within instrument,
and known to me to be the persons who executed the
within instrument on behalf of the said corporation,
and acknowledged to me that such corporation exe-
cuted the same pursuant to its by-laws or a resolution
of its board of directors.

WITNESS my hand and official seal

Wm. Neale
Notary Public in and for said County and State.
My Commission Expires: April 26, 1957

SPACE BELOW FOR RECORDER'S USE ONLY

DOCUMENT NO. 3713
RECORDED BY REQUEST OF

APR 25 1 58 PM '55

HAME B. BEATTY, RECORDER
LOS ANGELES COUNTY, CALIF.
BY _____ DEPUTY

180600

3713

1 HAROLD W. KENNEDY, County Counsel
 2 RICHARD L. RIEHER, Deputy County Counsel
 3 ROBERT A. VON ESCH, JR., Deputy County Counsel
 4 648 Hall of Administration
 5 500 West Temple Street
 6 Los Angeles 12, California
 7 Madison 5-3611, Ext. 65626
 8 Attorneys for Plaintiff

RECORDED IN
 OFFICIAL RECORDS
 LOS ANGELES COUNTY, CALIF.
 RAY E. LEE, RECORDER

1961 JAN 16 PM 4:40

4902

RECORDING
 DIVISION

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 IN AND FOR THE COUNTY OF LOS ANGELES

FILE 7-2-1

11 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,)
 12 a body corporate and politic,)
 13 Plaintiff,)

NO. 762574

14 vs.

15 PAUL N. CARTER;
 16 ARCADIA INVESTMENT COMPANY;
 17 ANNETTA M. CARTER;
 18 CITY OF SIERRA MADRE;
 19 HARRIS TRUST AND SAVINGS BANK, as Trustee;
 20 W. MURRAY HAWKINS; CAROL B. HAWKINS;
 21 GALE L. HERSEY; JANE M. HERSEY;
 22 PASSIONIST MATER DOLOROSA RETREAT;
 23 RANCHO TOYON;
 24 SECURITY-FIRST NATIONAL BANK, as Trustee;
 25 SENTINEL INVESTMENT COMPANY, as Trustee;
 26 SOUTHERN CALIFORNIA EDISON COMPANY;
 27 HAROLD J. SPEARS; ELIZABETH S. SPEARS;
 28 UNIVERSAL SAVINGS AND LOAN ASSOCIATION;
 29 CORNELIUS G. WILLIS; MILDRED HOOVER WILLIS;
 30 DOE ONE TO DOE ONE HUNDRED, inclusive; and
 31 ALL PERSONS UNKNOWN CLAIMING ANY TITLE OR
 32 INTEREST IN OR TO THE PROPERTY SOUGHT

LIS PENDING

HAROLD W. KENNEDY, COUNTY COUNSEL
 1100 HALL OF RECORDS
 LOS ANGELES, CALIFORNIA
 MADISON 5-9311

HAROLD W. KENNEDY, COUNTY CLERK
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MAR 28 8-9311

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

TO BE CONDEMNED HEREIN;)
)
Defendants.)
)

NOTICE IS HEREBY GIVEN that an action has been commenced in the Superior Court of the State of California, in and for the County of Los Angeles, by the above-named plaintiff against the defendants above named.

Such action is brought for the purpose of condemning:

- (1) Permanent easements to construct, operate and maintain telephone lines in, over and across Parcels Nos. 89, 90, 91, 92, 93, 94, 95, 102, 123 and 125; and
- (2) Permanent easements for ingress and egress in, over and across Parcels Nos. 101, 113, 114, 118 and 120;

said parcels being more particularly hereinafter described, for any public uses and purposes authorized by law, and for use for and in connection with the improvement, construction, reconstruction, operation, and maintenance thereon and thereunder of MOUNTAIN TELEPHONE LINES at Carter Debris Basin to northerly extremity of Sunnyside Avenue, situate in the City of Sierra Madre and in the unincorporated territory of the County of Los Angeles, State of California

That said real property is situate in the City of Sierra Madre except Parcel No. 95 which is partially in the City of Sierra Madre and partly in the unincorporated territory of the County of Los Angeles, State of California, and more particularly described as follows:

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-09211

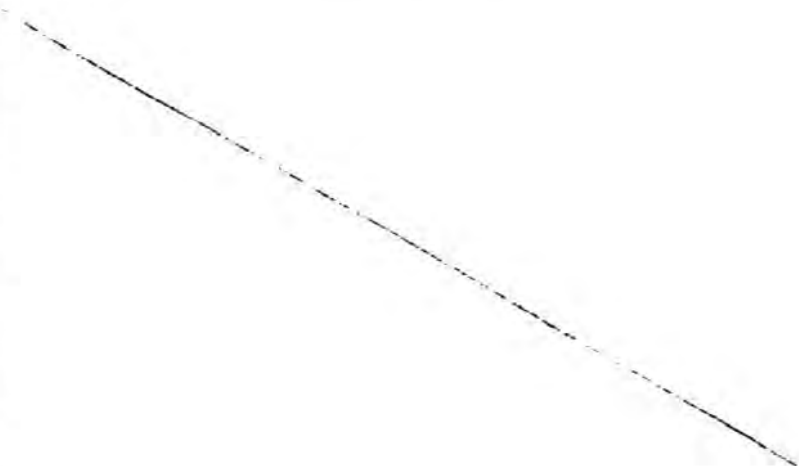
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Parcel No. 89 (Easement to construct, operate and maintain telephone lines):

That portion of that part of the southwest one-quarter of the northeast one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described in deed to W. Murray Hawkins et ux., recorded in Book 22771, page 430, of Official Records, in the office of the Recorder of the County of Los Angeles, within a strip of land 12 feet wide, lying 6 feet on each side of the following described line:

Beginning at a point in that line having a bearing and length of "N. 51° 20' 57" E. 277.36 feet", in the southeasterly boundary of the land described in deed to Los Angeles County Flood Control District, recorded in Book 45796, page 250, of Official Records, in the office of said recorder, said point being distant along said line S. 51° 20' 57" W. 0.13 feet from the northeasterly extremity thereof; thence N. 88° 53' 06" W. 1142.52 feet; thence N. 85° 52' 01" W. 595.00 feet; thence N. 23° 32' 35" W. 42.52 feet to a point in that easterly line of the land described as Parcel No. 1 in a Final Order of Condemnation had in Superior Court Case No. 631038, a certified copy of which is recorded in Book 47067, page 281, of Official Records in the office of said recorder, said easterly line having a bearing and length of "N. 12° 14' 15" E. 161.41 feet", said point being distant along said easterly line N. 12° 14' 15" E. 86.20 feet from the southerly extremity thereof.

The area of the above described parcel of land is 5,484 square feet, more or less.



HAROLD W. KENNEDY, COUNTY COUNSEL
 1100 HALL OF RECORDS
 LOS ANGELES, CALIFORNIA
 MA99211

1 Parcel No. 90 (Easement to construct, operate and maintain telephone lines):
 2 That portion of that part of the southwest one-quarter of the northeast
 3 one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described in deed to
 4 Edgar U. Drake et ux., recorded in Book 39815, page 241, of Official records,
 5 in the office of the Recorder of the County of Los Angeles, within a strip of
 6 land 12 feet wide, lying 6 feet on each side of the following described line:
 7 Beginning at a point in that line having a bearing and length of "N. 51°
 8 20' 57" E. 277.36 feet", in the southeasterly boundary of the land described in
 9 deed to Los Angeles County Flood Control District, recorded in Book 45796, page
 10 250, of Official Records, in the office of said recorder, said point being distant
 11 along said line S. 51° 20' 57" W. 0.13 feet from the northeasterly extremity
 12 thereof; thence N. 88° 53' 06" W. 1142.52 feet; thence N. 85° 52' 01" W. 595.00
 13 feet to a point designated "A" for purposes of this description; thence N. 23°
 14 32' 35" W. 42.52 feet to a point in that easterly line of the land described as
 15 Parcel No. 1 in a Final Judgment had in Superior Court Case No. 631038, a certified
 16 copy of which is recorded in Book 47067, page 281, of Official Records, in the
 17 office of said recorder, said easterly line having a bearing and length of "N.
 18 12° 14' 15" E. 161.41 feet", said point being distant along said easterly line
 19 N. 12° 14' 15" E. 86.20 feet from the southerly extremity thereof.
 20 The side lines of the above described strip of land are to be prolonged or
 21 shortened at all angle points so as to terminate at their points of intersection,
 22 and prolonged or shortened northwesterly so as to terminate in said easterly line.
 23 ALSO that portion of the land described in said deed to Edgar U. Drake et ux.,
 24 within a strip of land 6 feet wide, lying 3 feet on each side of the following
 25 described line:
 26 Beginning at said point "A"; thence S. 55° 17' 42" W. 10.00 feet.
 27 The side lines of the above described 6-foot wide strip of land shall
 28 terminate northeasterly in the southerly and southwesterly side lines of said
 29 12-foot wide strip.
 30 The area of the above described parcel of land, consisting of two parts, is
 31 2,060 square feet, more or less.
 32

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA9211

1 Parcel No. 91 (Easement to construct, operate and maintain telephone lines):

2 That portion of that part of the southeast one-quarter of the northwest
3 one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described as Parcel 2
4 in deed to Harold J. Spears et ux., recorded in Book 36776, page 143, of Official
5 Records, in the office of the Recorder of the County of Los Angeles, within a
6 strip of land 12 feet wide, lying 6 feet on each side of the following described
7 line:

8 Beginning at a point in that line having a bearing and length of "S. 50°
9 37' 48" W. 326.05 feet", in the northwesterly boundary of the land described
10 as Parcel No. 2 in a Final Judgment had in Superior Court Case No. 631038, a
11 certified copy of which is recorded in Book 47067, page 281, of Official Records,
12 in the office of said Recorder, said point being distant along said line N. 50°
13 37' 48" E. 106.90 feet from the southwesterly extremity thereof; thence N. 79°
14 17' 43" W. 86.70 feet to a point in the westerly line of the land described in
15 first said deed, distant along said line N. 0° 40' 30" W. 85.18 feet from said
16 southwesterly extremity; thence along said westerly line N. 0° 40' 30" W. 71.86
17 feet to a point distant along said line N. 0° 40' 30" W. 6.00 feet from the
18 northeast corner of Tract No. 21644, as shown on map recorded in Book 647, pages
19 84 and 85, of Maps, in the office of said recorder, said point being designated
20 "A" for purposes of this description; thence N. 48° 03' 45" W. 10.00 feet.

21 The side lines of the above described strip of land shall be prolonged or
22 shortened at all angle points so as to terminate at their points of intersection
23 and shall be prolonged or shortened easterly so as to terminate in said line having
24 a bearing and length of "S. 50° 37' 48" 326.05 feet".

25 ALSO that portion of the land described in said first mentioned deed, within
26 a strip of land 6 feet wide, lying 3 feet on each side of the following described
27 line:

28 Beginning at said point "A"; thence S. 48° 03' 45" E. 16 feet.

29 The side lines of said 6-foot wide strip of land shall be shortened north-
30 westerly so as to terminate northwesterly in the easterly line of said 12-foot
31 wide strip.

32 The area of the above described parcel of land, consisting of two parts, is

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-99211

1 Parcel No. 91 (Easement to construct, operate and maintain telephone lines):

2 That portion of that part of the southeast one-quarter of the northwest
3 one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described as Parcel 2
4 in deed to Harold J. Spears et ux., recorded in Book 36776, page 143, of Official
5 Records, in the office of the Recorder of the County of Los Angeles, within a
6 strip of land 12 feet wide, lying 6 feet on each side of the following described
7 line:

8 Beginning at a point in that line having a bearing and length of "S. 50°
9 37' 48" W. 326.05 feet", in the northwesterly boundary of the land described
10 as Parcel No. 2 in a Final Judgment had in Superior Court Case No. 631038, a
11 certified copy of which is recorded in Book 47067, page 281, of Official Records,
12 in the office of said Recorder, said point being distant along said line N. 50°
13 37' 48" E. 106.90 feet from the southwesterly extremity thereof; thence N. 79°
14 17' 43" W. 86.70 feet to a point in the westerly line of the land described in
15 first said deed, distant along said line N. 0° 40' 30" W. 85.18 feet from said
16 southwesterly extremity; thence along said westerly line N. 0° 40' 30" W. 71.86
17 feet to a point distant along said line N. 0° 40' 30" W. 6.00 feet from the
18 northeast corner of Tract No. 21644, as shown on map recorded in Book 647, pages
19 84 and 85, of Maps, in the office of said recorder, said point being designated
20 "A" for purposes of this description; thence N. 48° 03' 45" W. 10.00 feet.

21 The side lines of the above described strip of land shall be prolonged or
22 shortened at all angle points so as to terminate at their points of intersection
23 and shall be prolonged or shortened easterly so as to terminate in said line having
24 a bearing and length of "S. 50° 37' 48" 326.05 feet".

25 ALSO that portion of the land described in said first mentioned deed, within
26 a strip of land 6 feet wide, lying 3 feet on each side of the following described
27 line:

28 Beginning at said point "A"; thence S. 48° 03' 45" E. 16 feet.

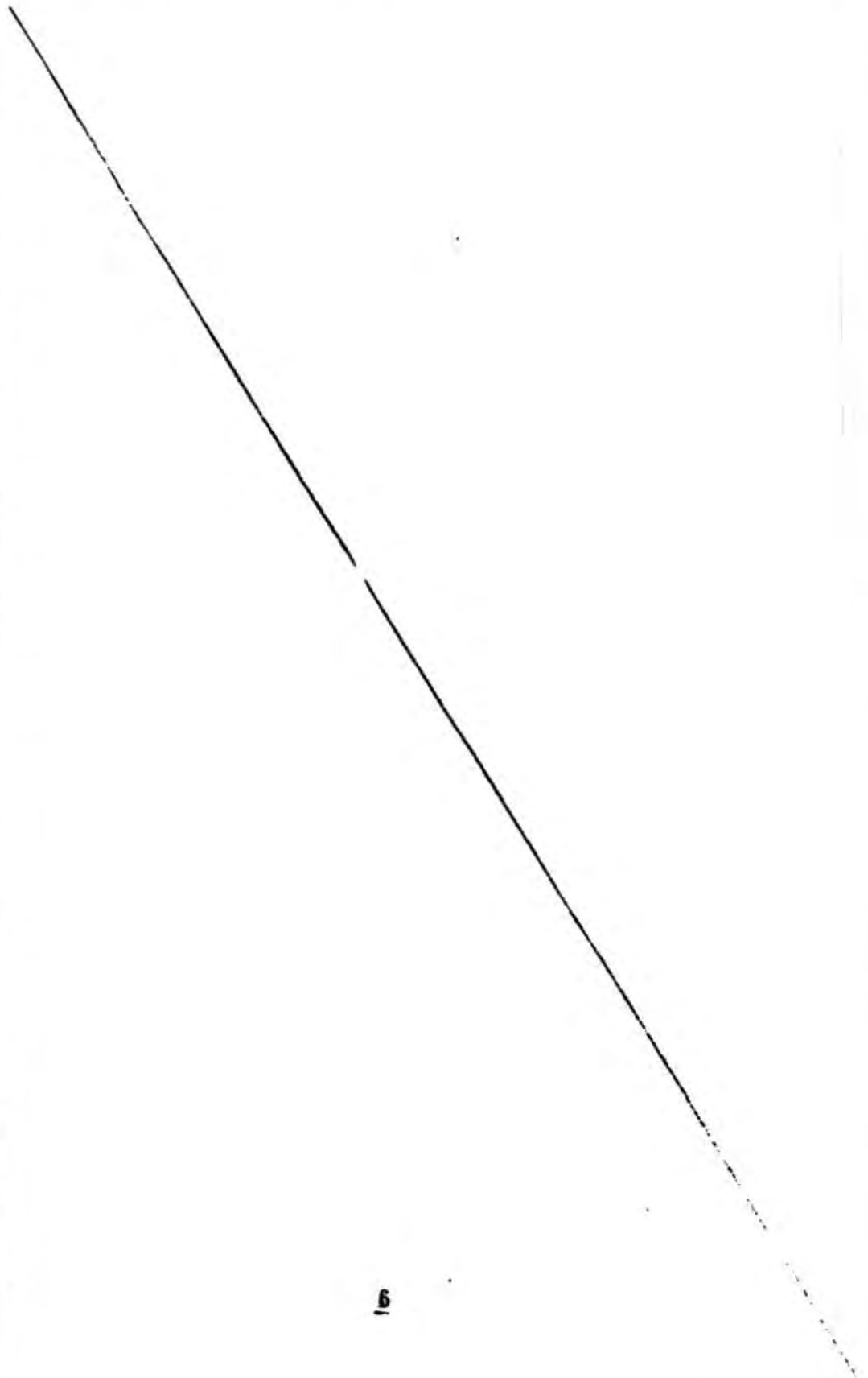
29 The side lines of said 6-foot wide strip of land shall be shortened north-
30 westerly so as to terminate northwesterly in the easterly line of said 12-foot
31 wide strip.

32 The area of the above described parcel of land, consisting of two parts, is

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-99211

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1,482 square feet, more or less.



HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA99211

1 Parcel No. 92 (Easement to construct, operate and maintain telephone lines):

2 That portion of that part of the southeast one-quarter of the northwest
3 one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M. described as Parcel 1
4 in deed to Arcadia Investment Company, recorded in Book D597, page 437, of
5 Official Records, in the office of the Recorder of the County of Los Angeles,
6 within a strip of land 12 feet wide, lying 6 feet on each side of the following
7 described line:

8 Beginning at a point in the westerly line of said southeast one-quarter,
9 distant along said line S. 0° 26' 00" E. 138.86 feet from the northwest corner
10 of said southeast one-quarter; thence S. 84° 30' 36" E. 541.98 feet; thence
11 N. 79° 14' 05" E. 278.09 feet to a point designated "A" for purposes of this
12 description; thence S. 48° 03' 45" E. 386.00 feet to a point in the easterly
13 line of the land described in said deed, distant along said line N. 0° 40' 30"
14 W. 6.00 feet from the northeast corner of Tract No. 21644, as shown on map
15 recorded in Book 647, pages 84 and 85, of Maps, in the office of said recorder;
16 thence along said easterly line S 0° 40' 30" E. 10 feet.

17 The side lines of the above described strip of land are to be prolonged or
18 shortened at all angle points so as to terminate at their points of intersection.

19 ALSO that portion of said land described in said deed to Arcadia Investment
20 Company, within a strip of land 6 feet wide, lying 3 feet on each side of the
21 following described line:

22 Beginning at said point "A"; thence N. 79° 14' 05" E. 18.00 feet.

23 ALSO that portion of said land described in said deed to Arcadia Investment
24 Company, within a strip of land 6 feet wide, lying 3 feet on each side of the
25 following described line:

26 Beginning at said point "A"; thence N. 48° 03' 45" W. 18.00 feet.

27 EXCEPTING from the above described 6-foot wide strips of land the portions
28 thereof within said 12-foot wide strip of land.

29 ALSO EXCEPTING from the above described land that portion within the boundaries
30 of said Tract No. 21644.

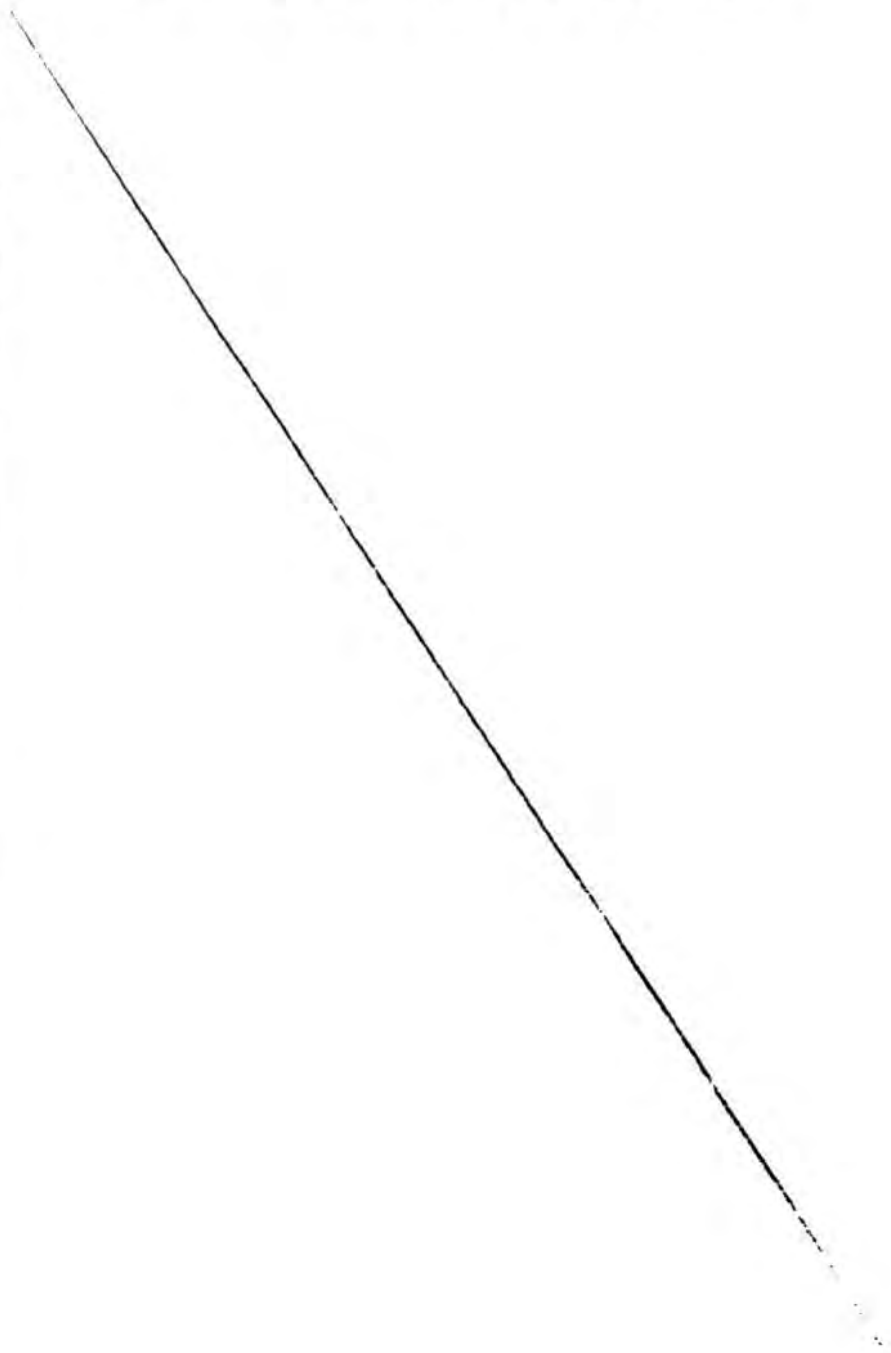
31 ALSO EXCEPTING from the above described land that portion within the land
32 described in "Parcel 4" in deed to Gale L. Hersey, et ux., recorded in Book D741,

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-99211

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32

page 553, of Official Records, in the office of said recorder.

The area of the above described land, consisting of 3 parts and exclusive of the EXCEPTIONS, is 5,153 square feet, more or less.



HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-97211

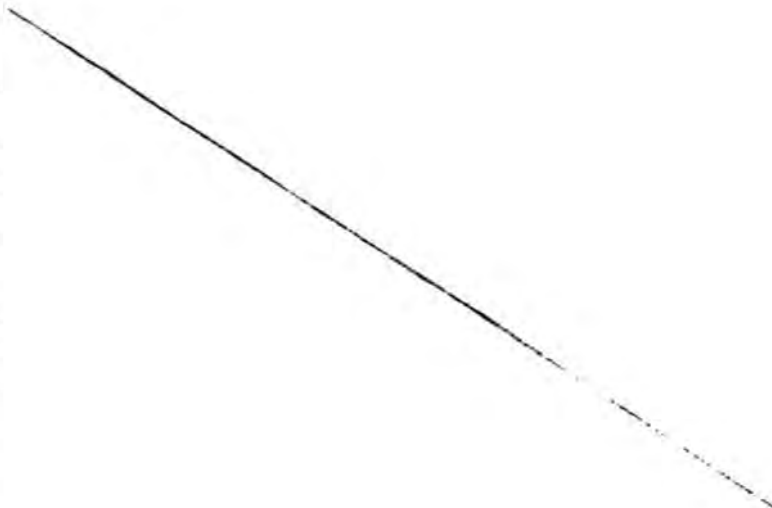
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Parcel No. 93 (Easement to construct, operate and maintain telephone lines):

That portion of that part of the southeast one-quarter of the northwest one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described in deed to Rancho Toyon et al., recorded in Book 36025, page 11, of Official Records, in the Office of the Recorder of the County of Los Angeles, within a strip of land 12 feet wide, lying 6 feet on each side of the following described line and the westerly prolongation thereof:

Beginning at a point in the westerly line of said southeast one-quarter, distant along said line S. 0° 26' 00" E 138.86 feet from the northwest corner of said southeast one-quarter; thence S. 84° 30' 36" E. 541.96 feet; thence N. 79° 14' 05" E. 278.09 feet; thence S. 48° 03' 45" E. 386.00 feet to a point in the easterly line of the land described as Parcel 1 in deed to Arcadia Investment Company, recorded in Book D597, page 437, of Official Records, in the office of said recorder, said point being distant along said line N. 0° 40' 30" W. 6.00 feet from the northeast corner of Tract No. 21644, as shown on map recorded in Book 647, pages 84 and 85, of Maps, in the office of said recorder.

The area of the above described parcel of land is 5,880 square feet, more or less.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Parcel No. 94 (Leasement to construct, operate and maintain telephone lines):

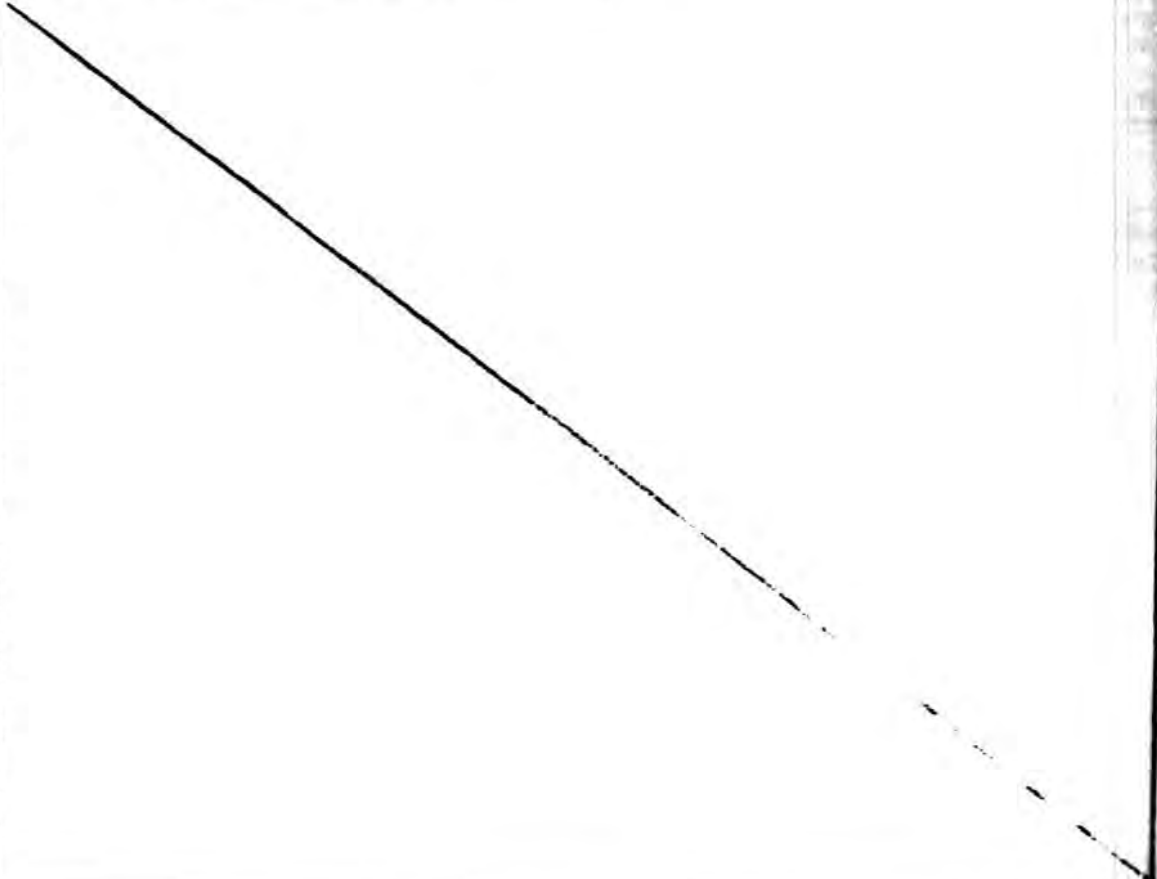
That portion of the southwest one-quarter of the northwest one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., within a strip of land 12 feet wide, lying 6 feet on each side of the following described line and the easterly prolongation thereof:

Beginning at a point in the easterly line of said southwest one-quarter, distant along said line S. 0° 26' 00" E. 138.86 feet from the northeast corner of said southwest one-quarter; thence N. 84° 30' 36" W. 579.75 feet; thence S. 85° 32' 45" W. 730.25 feet to a point in the westerly line of said southwest one-quarter, distant along said line S. 0° 26' 00" E. 165.60 feet from the northwest corner of said southwest one-quarter.

EXCEPTING therefrom that portion thereof, described as Parcel 4 in deed to Passionist Academic Institute, recorded in Book 3051, page 305, of Official Records, in the office of the Recorder of the County of Los Angeles.

The area of the above described parcel of land, exclusive of said EXCEPTION, is 2,448 square feet, more or less.

MAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-9211



HAROLD W. KENNEDY, COUNTY COUNSEL
 1100 HALL OF RECORDS
 LOS ANGELES, CALIFORNIA
 MA-49711

1 Parcel No. 95 (Easement to construct, operate and maintain telephone lines):

2 That portion of that part of the southwest one-quarter of the northwest
 3 one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described as Parcel 4
 4 in deed to Passionist Academic Institute, recorded in Book 3051, page 305, of
 5 Official Records, in the office of the Recorder of the County of Los Angeles,
 6 within a strip of land 12 feet wide, lying 6 feet on each side of the follow-
 7 ing described line:

8 Beginning at a point in the easterly line of said southwest one-quarter
 9 of the northwest one-quarter of Section 17, distant along said line S. 0° 26'
 10 00" E. 138.86 feet from the northeast corner of said southwest one-quarter;
 11 thence N. 84° 30' 36" W. 579.75 feet to a point designated "A" for purposes of
 12 this description; thence S. 85° 32' 45" W. 724.24 feet to a point in a line
 13 parallel with and easterly 6 feet, measured at right angles, from the westerly
 14 line of said southwest one-quarter, said point being designated "B" for
 15 purposes of this description; thence continuing S. 85° 32' 45" W. 6.01 feet
 16 to a point in said westerly line, distant along said line S. 0° 26' 00" E.
 17 165.60 feet from the northwest corner of said southwest one-quarter.

18 The side lines of the above described strip of land are to be prolonged or
 19 shortened at all angle points so as to terminate at their points of inter-
 20 section and are to be prolonged or shortened westerly so as to terminate in said
 21 westerly line.

22 ALSO that portion of the land described in said Parcel 4, within a strip
 23 of land 12 feet wide, lying 6 feet on each side of the following described
 24 line:

25 Beginning at said point "B"; thence S. 0° 26' 00" 1135.00 feet along
 26 said line being parallel with and easterly 6 feet, measured at right angles,
 27 from the westerly line of said southwest one-quarter.

28 The side lines of the last above described strip of land shall terminate
 29 northerly in a line parallel with and southerly 6 feet, measured at right angles
 30 from said line having a bearing and length of S. 85° 32' 45" W. 724.24 feet.

31 ALSO, that portion of the land described in said parcel 4, within a strip
 32 of land 6 feet wide, lying 3 feet on each side of the following described line:

RECORDER'S MARK. Legibility of writing.
 Typing or Printing UNSATISFACTORY
 in this document when received.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Beginning at said point "A"; thence N. 0° 31' 05" E. 12.00 feet.

ALSO, that portion of the land described in said Parcel 4, within a strip of land 6 feet wide, lying 3 feet on each side of the following described line:

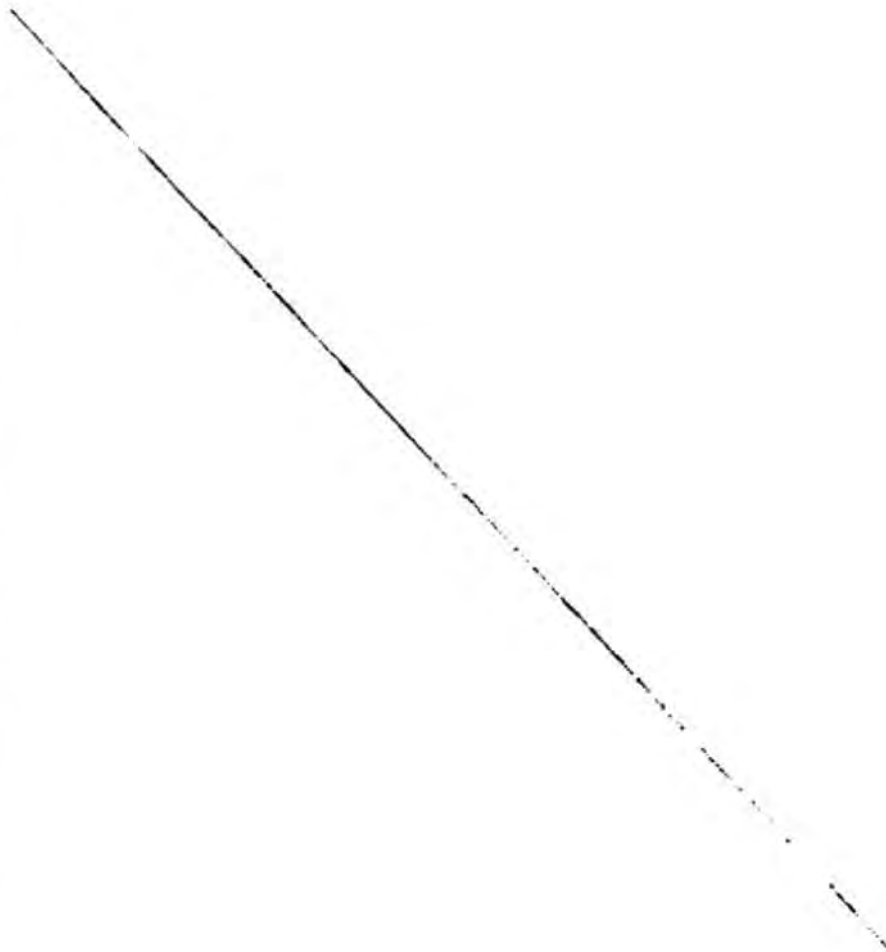
Beginning at said point "B"; thence N. 0° 26' 00" W. 18.00 feet.

The side lines of the two above described 6-foot wide strips of land shall terminate southerly in the northerly boundary of the first above described 12-foot wide strip of land.

ALSO that portion of the northeast one-quarter of Section 12, T. 1 N., R. 11 W., S.B.M., within a strip of land 6 feet wide, lying 3 feet on each side of the following described line:

Beginning at said point "B"; thence S. 85° 32' 45" W. 18.00 feet.

The area of the above described parcel of land, consisting of five parts, is 27,050 square feet, more or less.



HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-97211

HAROLD W. KENNEDY, COUNTY COUNSEL
 1100 HALL OF RECORDS
 LOS ANGELES, CALIFORNIA
 MA-97211

1 Parcel No. 101 (Easement for ingress and egress):

2 That portion of that part of the northeast one-quarter of Section 17,
 3 T. 1 N., R. 11 W., S.B.M., and of Lots 23 and 24, Sierra Madre Tract, as shown
 4 on map recorded in Book 4, pages 502 and 503, of Miscellaneous Records, in the
 5 office of the Recorder of the County of Los Angeles, described in deed to
 6 Cornelius G. Willis et ux., recorded in Book 16205, Page 277, of Official
 7 records, in the office of said recorder, within a strip of land 15 feet wide,
 8 lying 7.5 feet on each side of the following described line:

9 Beginning at a point in that course having a bearing of "N. 32° 36' 00" E.
 10 and length of "150.47 feet" in the center line of that 15-foot wide strip of
 11 land described in deed to Los Angeles County Flood Control District, recorded
 12 in Book 45796, page 236, of Official Records, in the office of said recorder,
 13 distant along said course S. 32° 36' 00" W. 13.85 feet from the northeasterly
 14 extremity thereof; thence N. 38° 53' 45" W. 140.86 feet; thence N. 46° 23' 02" W.
 15 161.34 feet; thence N. 63° 16' 22" W. 150.20 feet; thence N. 23° 02' 46" W.
 16 134.81 feet; thence N. 15° 14' 48" W. 138.81 feet; thence N. 13° 43' 03" E.
 17 139.91 feet; thence S. 74° 51' 58" W. 136.32 feet; thence S. 5° 37' 39" E.
 18 114.43 feet; thence S. 37° 03' 12" W. 86.80 feet; thence S. 26° 54' 25" E.
 19 182.36 feet; thence S. 30° 59' 58" W. 102.48 feet; thence N. 14° 47' 19" W.
 20 217.80 feet; thence N. 28° 26' 31" W. 145.35 feet; thence N. 6° 16' 40" E.
 21 397.07 feet.

22 The side lines of the above described strip of land are to be prolonged or
 23 shortened at all angle points so as to terminate at their points of intersection
 24 and prolonged or shortened northerly so as to terminate northerly in the southerly
 25 line of a strip of land 12 feet wide, lying 6 feet on each side of the following
 26 described line:

27 Beginning at a point in that line having a bearing and length of "N. 51°
 28 20' 5" E. 277.36 feet" in the southeasterly boundary of the land described in
 29 deed to Los Angeles County Flood Control District, recorded in Book 45796, page
 30 250, of Official Records, in the office of said Recorder, said point being distant
 31 along said line S. 51° 20' 57" W. 0.13 feet from the northeasterly extremity
 32 thereof; thence N. 88° 53' 06" W. 1142.92 feet; thence S. 25° 21' 01" W. 595.00 feet.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

EXCEPTING therefrom that portion within the land described in said deed recorded in Book 45796, page 236, of Official Records.

The area of the above described parcel of land, exclusive of said EXCEPTED, is 33,526 square feet, more or less.

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
HA-99211

HAROLD W. KENNEDY, CLERK COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA99211

1 Parcel No. 102 (Easement to construct, operate and maintain telephone lines):

2 That portion of that part of the southeast one-quarter of the northwest
3 one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described in deed to
4 Paul N. Carter, recorded in Book 32355, page 190, of Official Records, in the
5 office of the Recorder of the County of Los Angeles, within a strip of land
6 12 feet wide, lying 6 feet on each side of the following described line:

7 Beginning at a point in the westerly line of said southeast one-quarter,
8 distant along said line S. 0° 26' 00" E. 138.86 feet from the northwest corner
9 of said southeast one-quarter; thence S. 84° 30' 36" E. 541.98 feet to a point
10 designated "A" for purposes of this description; thence N. 79° 14' 05" E.
11 278.09 feet; thence S. 48° 03' 45" E. 386.00 feet to a point in the northerly
12 prolongation of the easterly line of Tract No. 21644, as shown on map recorded
13 in Book 647, pages 84 and 85, of Maps, in the office of said recorder, said
14 point being distant along said prolongation N. 0° 40' 30" W. 6.00 feet from the
15 northeast corner of said tract.

16 The side lines of the above described strip of land are to be prolonged
17 or shortened at all angle points so as to terminate at their points of inter-
18 section.

19 ALSO that portion of the land described in said deed, within a strip of
20 land 6 feet wide, lying 3 feet on each side of the following described line:

21 Beginning at said point "A"; thence S. 2° 38' 15" E. 18.00 feet.

22 The side lines of the above described 6-foot wide strip of land shall
23 terminate northerly in the southerly boundary of the above described 12-foot
24 wide strip.

25 EXCEPTING from the above described parcel of land that portion within
26 the land described in deed to Rancho Toyon et al., recorded in Book 36025,
27 page 11, of Official Records, in the office of said recorder.

28 The area of the above described parcel of land, consisting of two parts,
29 and exclusive of said EXCEPTION, is 2,600 square feet, more or less.

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-9711

1 Parcel No. 113 (Easement for ingress and egress):

2 That portion of that part of the southeast one-quarter of the northwest
3 one-quarter of Section 17, T. 1 N., R 11 W., S.B.M., described in deed to
4 Rancho Toyon et al., recorded in Book 36025, page 11, of Official records, in
5 the office of the recorder of the County of Los Angeles, within a strip of
6 land 15 feet wide, lying 7.5 feet on each side of the following described
7 line:

8 Commencing at a point in the westerly line of said southeast one-quarter,
9 distant along said line S. 0° 26' 00" E. 138.86 feet from the northwest corner
10 of said southeast one-quarter; thence S. 84° 30' 36" E. 541.96 feet to the
11 true point of beginning; thence S 36° 05' 32" W. 195.63 feet; thence
12 S. 53° 13' 22" E. 251.81 feet; thence S. 4° 42' 45" W. 199.89 feet; thence
13 S. 72° 35' 14" W. 125.07 feet; thence 75° 00' 42" W. 78.31 feet; thence
14 S. 74° 21' 34" W. 65.17 feet to a point in that line described in said deed as
15 having a length of "449.66 feet", said point being distant along said line
16 N. 89° 29' 00" W 102.34 feet from the easterly extremity thereof.

17 The side lines of the above described strip of land are to be prolonged
18 or shortened at all angle points so as to terminate at their points of
19 intersection.

20 ALSO that portion of the land described in said deed, within a strip of
21 land 15 feet wide, lying 7.5 feet on each side of the following described
22 line:

23 Commencing at said point in the westerly line of the southeast one-
24 quarter; thence S. 84° 30' 36" E. 175.05 feet to the true point of beginning;
25 thence S. 46° 59' 18" W. 357.09 feet.

26 The side lines of the last above described 15-foot wide strip of land
27 shall terminate northerly in a line parallel with and southerly 6 feet,
28 measured at right angles, from said line having a bearing and length of
29 S. 84° 30' 36" E. 175.05 feet

30 The area of the above described parcel of land, consisting of two parts,
31 is 13,785 square feet, more or less

32

RECORDER'S MEMO: Legibility of writing,
Typing or Printing UNSATISFACTORY
in this document when received.

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-89211

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Parcel No. 114 (Easement for ingress and egress):

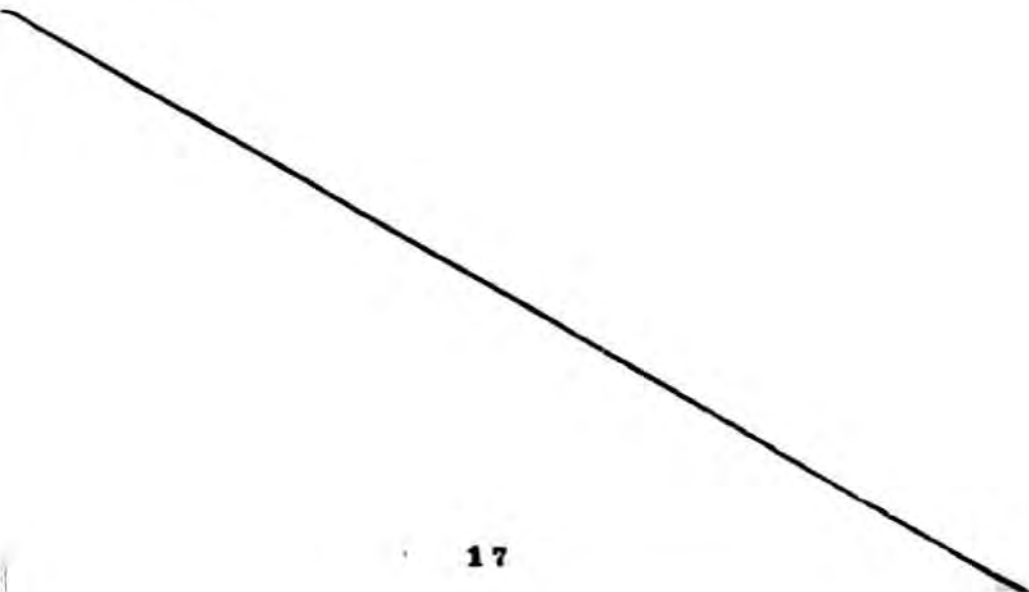
That portion of the southwest one-quarter of the northwest one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., and that portion of that part of Lots 19 and 20, Sierra Madre Tract, as shown on map recorded in Book 4, pages 502 and 503, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles, described as Parcel 4 in deed to Passionist Academic Institute, recorded in Book 3051, page 305, of Official Records, in the office of said recorder, within a strip of land 15 feet wide, lying 7.5 feet on each side of the following described line:

Beginning at the northerly extremity of the center line of Sunyalope Avenue, 60 feet wide, as shown on map of Tract No. 13320, recorded in Book 265, page 42, of Maps, in the office of said recorder; thence along the northerly prolongation of said center line N. 0° 21' 49" W. 587.61 feet; thence S. 82° 48' 24" W. 260.00 feet.

EXCEPTING therefrom that portion lying within the westerly 12 feet of said southwest one-quarter.

The side lines of the above described 15-foot wide strip of land are to be prolonged or shortened at all angle points so as to terminate at their points of intersection, and are to be prolonged or shortened southerly so as to terminate in the northerly line of said tract No. 13320.

The area of the above described parcel of land is 12,414 square feet, more or less.



HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-9211

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Parcel No. 118 (Easement for ingress and egress)

That portion of the southeast one-quarter of the northwest one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., within a strip of land 15 feet wide, lying 7.5 feet on each side of the following described line:

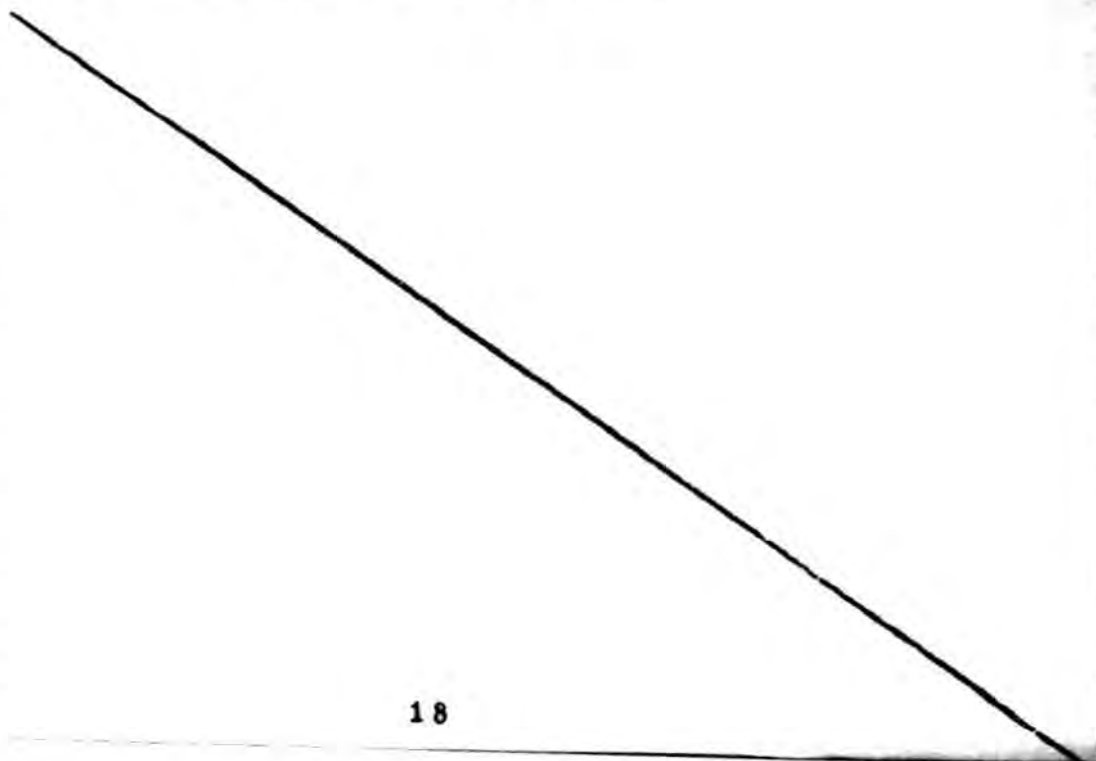
Commencing at a point in the westerly line of said southeast one-quarter, distant along said line S. 0° 26' 00" E. 138.86 feet from the northwest corner of said southeast one-quarter; thence S. 84° 30' 36" E. 541.98 feet to a point designated "A" for purposes of this description, being the true point of beginning; thence S 36° 05' 32" W. 195.63 feet; thence S. 53° 13' 22" E. 251.81 feet.

EXCEPTING therefrom that portion within a strip of land 12 feet wide, lying 6 feet on each side of said line having a length of 541.98 feet.

ALSO EXCEPTING that portion within a strip of land 6 feet wide, lying 3 feet on each side of a line which bears S. 2° 38' 15" E. 18.00 feet from said point "A".

ALSO EXCEPTING that portion within the land described in deed to Rancho Toyon et al., recorded in Book 36025, page 11, of Official Records, in the office of said recorder.

The area of the above described parcel of land, exclusive of said EXCEPTIONS, is 3,420 square feet, more or less.



HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA49211

1 Parcel No. 120 (Easement for ingress and egress):

2 That portion of the southwest one-quarter of the northwest one-quarter of
3 Section 17, T. 1 N., R. 11 W., S.B.M., within a strip of land 15 feet wide,
4 lying 7.5 feet on each side of the following described line:

5 Commencing at a point in the easterly line of said southwest one-quarter,
6 distant along said line S. 0° 26' 00" E. 138.86 feet from the northeast corner
7 of said southwest one-quarter; thence S. 84° 30' 36" E. 175.05 feet to the
8 true point of beginning; thence S. 46° 59' 18" E. 357.09 feet to a point design-
9 dated "A" for purposes of this description; thence S. 3° 14' 12" E. 381.84
10 feet; thence S. 17° 16' 51" W. 100.00 feet.

11 The side lines of the above described strip of land are to be prolonged
12 or shortened at all angle points so as to terminate at their points of inter-
13 section.

14 ALSO that portion of that part of said southwest one-quarter of the
15 northwest one-quarter, lying easterly of the above described 15-foot wide
16 strip, and within a strip of land 15 feet wide, lying 7.5 feet on each side
17 of the following described line:

18 Beginning at said point "A"; thence S. 46° 59' 39" E. 50.25 feet.

19 EXCEPTING therefrom that portion within the land described as Parcel No.
20 141 in a Final Order of Condemnation had in Superior Court Case No. 631746, a
21 certified copy of which is recorded in Book 49004, page 198, of Official
22 Records, in the office of said recorder.

23 The area of the above described parcel of land, consisting of two parts,
24 and exclusive of said EXCEPTION, is 9,490 square feet, more or less.
25
26
27
28
29
30
31
32

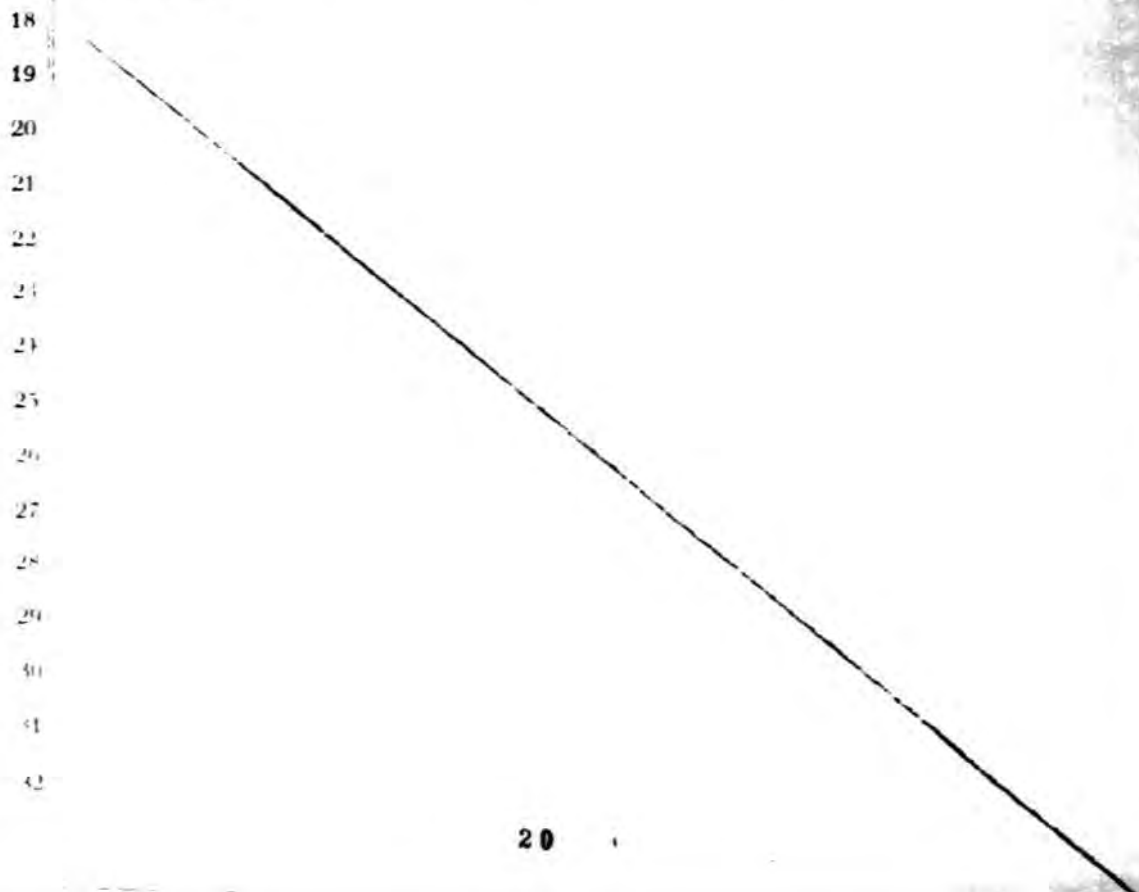
HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-89211

1 Parcel No. 123 (Easement to construct, operate and maintain telephone lines):

2 That portion of that part of the southeast one-quarter of the northwest
3 one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described as Parcel 4 in
4 deed to Gale L. Hersey et ux., recorded in Book D741, page 553, of Official
5 Records, in the office of the Recorder of the County of Los Angeles, within a
6 strip of land 12 feet wide, lying 6 feet on each side of the following
7 described line:

8 Beginning at a point in the westerly line of said southeast one-quarter,
9 distant along said line S. 0° 26' 00" E. 138.86 feet from the northwest corner
10 of said southeast one-quarter; thence S. 84° 30' 36" E. 541.98 feet; thence
11 N. 79° 14' 05" E. 278.09 feet; thence S. 48° 03' 45" E. 386.00 feet to a point
12 in the northerly prolongation of the easterly line of Tract No. 21644, as
13 shown on map recorded in Book 647, pages 84 and 85, of Maps, in the office of
14 said recorder, said point being distant along said prolongation N. 0° 40' 30"
15 W. 6.00 feet from the northeast corner of said tract.

16 The area of the above described parcel of land is 1,011 square feet,
17 more or less.



HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MA-89211

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Parcel No. 125 (Easement to construct, operate and maintain telephone .

That portion of that part of the northeast one-quarter of Section 17, T. 1 N., R. 11 W., S.B.M., described in deed to Cornelius G. Willis et ux., recorded in Book 16205, page 275, of Official records, in the office of the Recorder of the County of Los Angeles, within a strip of land 12 feet wide, lying 6 feet on each side of the following described line:

Beginning at a point in that line having a bearing and length of "N. 51° 20' 57" E. 277.36 feet" in the southeasterly boundary of the land described in deed to Los Angeles County Flood Control District, recorded in Book 45796, page 250, of Official Records, in the office of said recorder, said point being distant along said line S 51° 20' 57" W. 0.13 feet from the northeasterly extremity thereof; thence N. 88° 53' 06" W. 1142.52 feet; thence N. 85° 52' 01" W. 105.00 feet; thence N. 25° 30' 30" W. 42.52 feet to a point in that easterly line of the land described as Parcel No. 1 in a Final Order of Condemnation and in Superior Court Case No. 651030, a certified copy of which is recorded in Book 47067, page 281, of Official records, in the office of said recorder, said easterly line having a bearing and length of "N. 12° 14' 15" E. 161.41 feet", said point being distant along said line N. 12° 14' 15" E. 86.20 feet from the southerly extremity thereof.

The side lines of the above described strip of land are to be prolonged or shortened at all angle points so as to terminate at their points of intersection.

EXCISING therefrom that portion within the land described in said deed recorded in Book 45796, page 250, of Official Records, in the office of said recorder.

The area of the above described parcel of land, exclusive of said EXCISION, is 10,603 square feet, more or less.

HAROLD W. KENNEDY, COUNTY COUNSEL
 1100 HALL OF RECORDS
 LOS ANGELES, CALIFORNIA
 MA-99211

1 Parcel No. 125 (Easement to construct, operate and maintain telephone lines):

2 That portion of that part of the northeast one-quarter of Section 17,
 3 T. 1 N., R. 11 W., S.B.M., described in deed to Cornelius G. Willis et ux.,
 4 recorded in Book 16205, page 275, of Official Records, in the office of the
 5 Recorder of the County of Los Angeles, within a strip of land 12 feet wide,
 6 lying 6 feet on each side of the following described line:

7 Beginning at a point in that line having a bearing and length of
 8 "N. 51° 20' 57" E. 277.36 feet" in the southeasterly boundary of the land
 9 described in deed to Los Angeles County Flood Control District, recorded in
 10 Book 45796, page 250, of Official Records, in the office of said recorder,
 11 said point being distant along said line S 51° 20' 57" W. 0.13 feet from the
 12 northeasterly extremity thereof; thence N. 88° 53' 06" W. 1142.52 feet;
 13 thence N. 85° 52' 01" W. 125.00 feet; thence N. 22° 30' 30" W. 42.52 feet to
 14 a point in that easterly line of the land described as Parcel No. 1 in a
 15 final Order of Condemnation and in Superior Court Case No. 651050, a certified
 16 copy of which is recorded in Book 47067, page 281, of Official Records, in
 17 the office of said recorder, said easterly line having a bearing and length of
 18 "N. 12° 14' 15" E. 161.41 feet", said point being distant along said line
 19 N. 12° 14' 15" E. 80.00 feet from the southerly extremity thereof.

20 The side lines of the above described strip of land are to be prolonged
 21 or shortened at all angle points so as to terminate at their points of inter-
 22 section.

23 EXCEPTING therefrom that portion within the land described in said deed
 24 recorded in Book 45796, page 250, of Official Records, in the office of said
 25 recorder.

26 The area of the above described parcel of land, exclusive of said
 27 EXCEPTION, is 10,603 square feet, more or less.

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
MADISON 8-9211

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

DATED: This 16th day of January, 1961.

HAROLD W. KENNEDY, County Counsel

RICHARD L. RIEMER,
Deputy County Counsel

ROBERT A. VON ESCH, JR.,
Deputy County Counsel

By Richard L. Riemer
Attorneys for Plaintiff

Recording Requested By
CALIFORNIA WATER AND TELEPHONE COMPANY
 When Recorded Mail To
CALIFORNIA WATER AND TELEPHONE COMPANY
 115 E. Line, Monrovia, California
 Attn. Plant Engineering Dep't.

2908

RECORDED IN OFFICIAL RECORDS
 OF LOS ANGELES COUNTY, CALIF.
 29 Min. J. P.M. MAY 9 1966
 RAY E. LEE, County Recorder

Easement No. **1-604** I.F.O. **604-31007K**

FILE
 10
 11

GRANT OF EASEMENT
 (Individual Aerial)

THE GRANTOR, **PASSIONIST ACADEMIC INSTITUTE, Now Known as PASSIONIST WATER DOLOROSA RETREAT** hereby grant to **CALIFORNIA WATER & TELEPHONE COMPANY**, a corporation, and its successors, the right to construct, use, maintain, alter, and to repair, replace and or remove, in, on, under, and over the real property hereinafter described, situated in the County of **LOS ANGELES**, State of California, a telephone line, consisting of poles, necessary wires and anchors, braces, cross-arms, wire, conduits, cables, and other fixtures and appliances, for conveying electric energy to be used for communication, telephone, telegraph and/or other purposes.

THE GRANTEE, its successors and its and their respective agents and employees, shall have the right to trim or top such trees or shrubs as may endanger or interfere with said telephone line, and shall have free access to said telephone line and every part thereof at all times for the purpose of exercising the rights herein granted.

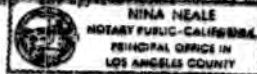
IN WITNESS WHEREOF, the Grantor, undersigned this instrument this 26th day of April, 1966

WITNESS:
Marshall B. ...

SIGNATURE OF GRANTOR (s):
PASSIONIST ACADEMIC INSTITUTE, Now Known as
PASSIONIST WATER DOLOROSA RETREAT
 By Neil J. Parsons, President
Paul A. Leibel (Sg)

WITNESS FORM:
 State of California)
 County of LOS ANGELES) SS
 On this 20th day of April, 1966 before me, Nina Neale, Notary Public in and for said County and State, personally appeared Raynolds ..., personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, depose and says that he resides in the County of Los Angeles, State of California, that he was present and saw Neil J. Parsons, President and Paul A. Leibel, Secretary personally know to have to be the same persons described in and whose names were subscribed to the within instrument as a part thereof, sign and execute the same, and that he, the affiant, then and there subscribed his name to said instrument as a witness.

WITNESS MY HAND and official seal, the day and year in this certificate first above written:



Nina Neale
 Notary Public in and for
 Said County and State
 My Commission Expires April 26, 1969

State of California)
 County of _____) SS
 On _____ before me, the undersigned, a Notary Public in and for said County and said State, personally appeared _____, known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.

Witness my hand and Official Seal.
 (Seal) _____
 Notary Public in and for Said County and State
 Form 217-1

MAY 9 66

2908

RECORDING REQUESTED BY

SOUTHERN COUNTIES
TITLE INSURANCE CO.

3355

AND WHEN RECORDED MAIL TO

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.

45 Min. Post 3 P.M. DEC 20 1968

RAY E. LEE, County Recorder

City of Sierra Madre, California
Attention: Mayor Rule

FREE S N

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Same as above

No Tax Due
Passionist Mater Dolorosa
Retreat

By: *Fr. Walter Kaelin*
AFFIX 1 DIME I. S. STAMPS ABOVE

TO 402 CA (6-67)

Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

Subject to the rights of reversion provided for in paragraph 3 of Deed and Agreement between the parties hereto
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

PASSIONIST MATER DOLOROSA RETREAT, formerly known as Passionist Academic Institute, a California corporation.....

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to CITY OF SIERRA MADRE, a Municipal corporation, an easement for the construction, use and maintenance of an undergrown storm drain, catch basis, and inlets to said storm drain in and under the.....

the following described real property in the state of California:

county of Los Angeles

SEE EXHIBIT "A" ATTACHED.

Dated October 11, 1968

PASSIONIST MATER DOLOROSA RETREAT

By *Fr. Walter Kaelin*
President

TO 402 CA (6-67)
(Continued)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On October 11, 1968

before me, the undersigned, a Notary Public in and for said State, personally appeared **Fr. Walter Kaelin**
known to me to be the President, and

known to me to be Secretary of the corporation that executed the within instrument,
known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: *Corrine E. Daigle*
Corrine E. Daigle

Name (Typed or Printed)

Notary Seal: RAY E. LEE, COUNTY RECORDER, 2416 Purdie Ave., West Los Angeles, Calif. 90024

EAL AUSS CALIFORNIA COUNTY July 29, 1972 N. 90017

Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

A1851

That portion of **Section 17 Township 1 North, Range 11**
West, San Bernardino Base and Meridian Partly in the City of
Pasadena, partly in the City of Sierra Madre, State of California;
a strip of land 10.00 feet in width the centerline of which is
described as follows:

W.X.
Beginning at the northeast corner of Tract No. 16405 in the City
of Sierra Madre as per map recorded in Book 404 pages 9 & 10 in
the office of the recorder; thence N 00° 14' 50" W along the
westerly line of said Section 17 a distance of 29.53 feet to a
point on a curve concave to the Northeast having a radial bearing
of N 62° 29' 09" E which is the true point of beginning; thence
southeasterly along said curve through a central angle of
62° 58' 29", a radius of 45.00 feet and a length of 49.46 feet
to a tangent line N 89° 30' 40" E; thence along said tangent
line 181.09 feet to a tangent curve concave to the southwest;
thence along said curve having a radius of 45.00 feet to the
northerly line of Parcel 1A as described in Document No. 2650 re-
corded in book M-2383 page 252 of official records.

Also that portion of said Section, bounded on the West by the
westerly line of said section; on the south by the westerly
prolongation of the southerly line of that certain portion of the
strip of land 10.00 feet in width the center line of which is
described above as having a bearing of N 89° 30' 40" E and on the
Northeast by the south westerly sideline of that certain portion
of the strip of land 10.00 feet in width the center of which is
described above as being concave to the northeast having a radius
of 45.00 feet and a length of 49.46 feet.

EXHIBIT "A"

EXHIBIT "A"

State of California)
County of Los Angeles) ss.
City of Sierra Madre)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed of grant dated October 11, 1968, from Passionist Mater Dolorosa Retreat, to the City of Sierra Madre a political corporation and/or governmental agency, is hereby accepted by order of the City Council on December 10, 1968 and the Grantee consents to recordation by its duly authorized officers.

By L. Marie Warfel
L. Marie Warfel, City Clerk,
City of Sierra Madre

By Norman C. Boehm
Norman C. Boehm, City Administrator
Sierra Madre

The within instrument is given at the request of and for the benefit of the City of Sierra Madre for public purposes, and is entitled to be recorded without fee pursuant to Section 6103 of the Government Code.

RECORDING REQUESTED BY

SOUTHERN COUNTIES
TITLE INSURANCE CO.

AND WHEN RECORDED MAIL TO

City of Sierra Madre, California
Attention: Mayor Rule

3356

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.

45 Min. Past 3 P.M. DEC 20 1968

RAY E. LEE, County Recorder

FREE 3 C

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Same as above

No tax due
Passionist Mater Dolorosa
Retreat

By: *Fr. Walter Kaelin*

TO 402 CA (6-67)

Quitclaim Deed

APPEAL \$ _____ L. S. STAMPS ABOVE

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

Subject to the rights of reversion provided for in paragraph 3 of Deed and Agreement between the parties hereto, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PASSIONIST MATER DOLOROSA RETREAT, formerly known as Passionist Academic Institute, a California corporation.....

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to CITY OF SIERRA MADRE, a Municipal corporation.....

the following described real property in the state of California:

county of Los Angeles

SEE EXHIBIT "A" ATTACHED

Dated October 11, 1968

PASSIONIST MATER DOLOROSA RETREAT

By *Fr. Walter Kaelin*
President

(Corporation)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

On October 11, 1968 before me, the undersigned, a Notary Public in and for said State, personally appeared Fr. Walter Kaelin known to me to be the President, and known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: *Corrine E. Daigle*

Corrine E. Daigle
Name (Typed or Printed)

OFFICIAL SEAL
CORRINE E. DAIGLE
NOTARY PUBLIC
LOS ANGELES COUNTY
2446 Purdue Ave., West Los Angeles, Calif. 90004

L
SS
ORNIA
N1
29, 1972
0017

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STAPLE HERE

H/1851

EXHIBIT "A"

W.X.
THAT PORTION OF SECTION 18 AND SECTION 17, TOWNSHIP 1 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN PARTLY IN THE CITY OF PASADENA, PARTLY IN THE CITY OF SIERRA MADRE AND PARTLY IN THE UNINCORPORATED TERRITORY OF THE LOS ANGELES COUNTY, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT NO. 16405 IN THE CITY OF SIERRA MADRE AS PER MAP RECORDED IN BOOK 404 PAGES 9 & 10 IN THE OFFICE OF THE RECORDER; THENCE N 00° 14' 50" W ALONG THE EASTERLY LINE OF SAID SECTION 18 858.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 47° 45' 10" E 95.00 FEET; THENCE N 00° 14' 50" W 45.00 FEET; THENCE N 31° 14' 50" W 137.07 FEET TO SAID EASTERLY LINE OF SAID SECTION 18; THENCE S 83° 45' 10" W 180.00 FEET; THENCE S 04° 34' 19" E 100.01 FEET; THENCE S 79° 29' 50" E TO SAID EASTERLY LINE OF SAID SECTION 18 THENCE S 00° 14' 50" E ALONG SAID EASTERLY LINE OF SAID SECTION 18 TO THE TRUE POINT OF BEGINNING.

EXHIBIT "A"

State of California }
County of Los Angeles } ss.
City of Sierra Madre }

THIS IS TO CERTIFY that the interest in real property conveyed by the deed of grant dated October 11, 1968, from Passionist Mater Dolorosa Retreat, to the City of Sierra Madre a political corporation and/or governmental agency, is hereby accepted by order of the City Council on December 10, 1968 and the Grantee consents to recordation by its duly authorized officers.

By *L. Marie Warfel*
L. Marie Warfel, City Clerk,
City of Sierra Madre

By *N. C. Boehm*
Norman C. Boehm, City Administrator
Sierra Madre

The within instrument is given at the request of and for the benefit of the City of Sierra Madre for public purposes, and is entitled to be recorded without fee pursuant to Section 6103 of the Government Code.

RECORDING REQUESTED BY
CITY OF SIERRA MADRE

3989

AND WHEN RECORDED MAIL TO

Name
Street
Address
City & State

CITY CLERK'S OFFICE
55 W. SIERRA MADRE BLVD
SIERRA MADRE, CALIFORNIA

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
50 Min. 10 A.M. JUL 18 1962
RAY E. LEE, County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ATTN I.R.S. \$ IN THIS SPACE

Grant Deed

70-405 C (7/61)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

PASSIONIST MATER DOLOROSA RETREAT, A CALIFORNIA CORPORATION,

hereby GRANT(S) to CITY OF SIERRA MADRE, CALIFORNIA, A MUNICIPAL CORPORATION,
AN EASEMENT FOR SANITARY SEWER PURPOSES ONLY, IN, UNDER AND ACROSS

the following described real property in the CITY OF SIERRA MADRE
county of LOS ANGELES, state of California:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 16405 AS SHOWN ON MAP
RECORDED IN MAP BOOK 404, PAGE 10, IN THE OFFICE OF THE RECORDER
COUNTY OF LOS ANGELES, THENCE SOUTH 0°00'30" EAST 15 FEET TO THE
TRUE POINT OF BEGINNING, SAID EASEMENT LYING 5 FEET ON EACH SIDE
OF A LINE BEARING SOUTH 89°56'50" EAST FROM SAID TRUE POINT OF
BEGINNING, THENCE ALONG SAID LINE A DISTANCE OF 270.90 FEET.

Dated: July 5, 1962

PASSIONIST MATER DOLOROSA RETREAT

(Corporation)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On July 5, 1962 before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared Joel Gromowski

known to me to be the President, and
Gordian Lewis, known to me to be

Treasurer of the corporation that executed the
within instrument, known to me to be the persons who executed the
within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within instru-
ment pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Notary)
Signature Nina Neale
Nina Neale

My commission expires 4-26-65
Notary Public in and for said County and State

My commission expires 4-26-65

Joel Gromowski - President
Gordian Lewis - Treasurer

Title Order No. _____

serow No. _____

STAPLE HERE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SIERRA MADRE)

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY
THE DEED OF GRANT DATED JULY 5, 1962 , FROM PASSIONIST MATER DOLOROSA,
A CALIFORNIA CORPORATION, TO THE CITY OF SIERRA MADRE, A POLITICAL CORPORATION
AND/OR GOVERNMENTAL AGENCY IS HEREBY ACCEPTED BY ORDER OF THE CITY COUNCIL
ON JULY 10, 1962 AND THE GRANTEE CONSENTS TO RECORDATION
BY ITS DULY AUTHORIZED OFFICERS.

By *L. Marie Warfel*
L. MARIE WARFEL, CITY CLERK OF THE
CITY OF SIERRA MADRE

By *Lawrence C. Bevington*
LAWRENCE C. BEVINGTON, CITY ADMINIS-
TRATOR OF THE CITY OF SIERRA MADRE

THE WITHIN INSTRUMENT IS GIVEN AT THE REQUEST OF
AND FOR THE BENEFIT OF THE CITY OF SIERRA MADRE
FOR PUBLIC PURPOSES, AND IS ENTITLED TO BE
RECORDED WITHOUT FEE PURSUANT TO SECTION 6103
OF THE GOVERNMENT CODE.



RECORDING REQUESTED BY AND MAIL TO
NAME Southern Calif. Edison Co.
STREET P.O. Box 450
CITY Long Beach Calif. 90801

DOCUMENTARY TRANSFER TAX \$ - NONE -
BY CALIF. EDISON CO. BY 62-30-1111111

EASEMENT

81-330992

SEE
\$6
18

For a valuable consideration, receipt of which is hereby acknowledged, CONGREGATION OF THE PASSIONIST M. TER DOLOROSA RETREAT, a California charitable corporation, formerly known as Passionist Academic Institute, does hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace, and/or remove, in, on and over the real property hereinafter described, situated in the City of Sierra Madre, County of Los Angeles, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

That portion of the southwest one-quarter of the northwest one-quarter of section 17, T. 1N., R. 11 W., S.B.M., within a strip of land 10 feet wide, lying 5 feet on each side of the following described line:

Beginning at the northeasterly terminus of that course described as having a length of "25.00 feet" in Parcel 140 in a Final Order of Condemnation had in Superior Court Case No. 631746, a certified copy of which is recorded in Book 49004, page 158, of Official Records, in the office of the Registrar-Recorder of the County of Los Angeles, said course having a bearing of N. 53° 51' 05" E. for the purpose of this description; thence S. 76° 16' 43" W. 170 feet, more or less, to Southern California Edison Company pole number 13232722.

The side lines of the above described strip of land shall be prolonged or shortened so as to terminate easterly in the general westerly boundary of the land described in said Parcel 140.

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as

DISTRICT
N. 101111111
WORK ORDER
6027
1090
IDENTITY
1-1000
MAP SIZE
5-8-11111
APPROVED
BY THE COUNTY
DEPARTMENT
W.B.J.
DATE
3-23-01

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
11 2 P.M. APR 1 1901
Recorder's Office

may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times for the purpose of exercising the rights herein granted.

Dated 2/18/81

CONGREGATION OF THE PASSIONIST
MATER DOLOROSA RETREAT, a
California charitable corporation

By F. Mathew A. Kucumarsco
President

By H. J. Busch
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

3

On this 18th day of February, 19 81, before me, JOHN J. CORCORAN, County Clerk and Clerk of the Superior Court in and for said County, personally appeared Father Nathanael Kriscunas, known to me to be the _____ President, and Father James Busch, known to me to be the _____ Vice President of CONGREGATION OF THE PASSIONIST MATER DOLOROSA RETREAT, a California charitable corporation, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, the day and year in this Certificate first-above written.

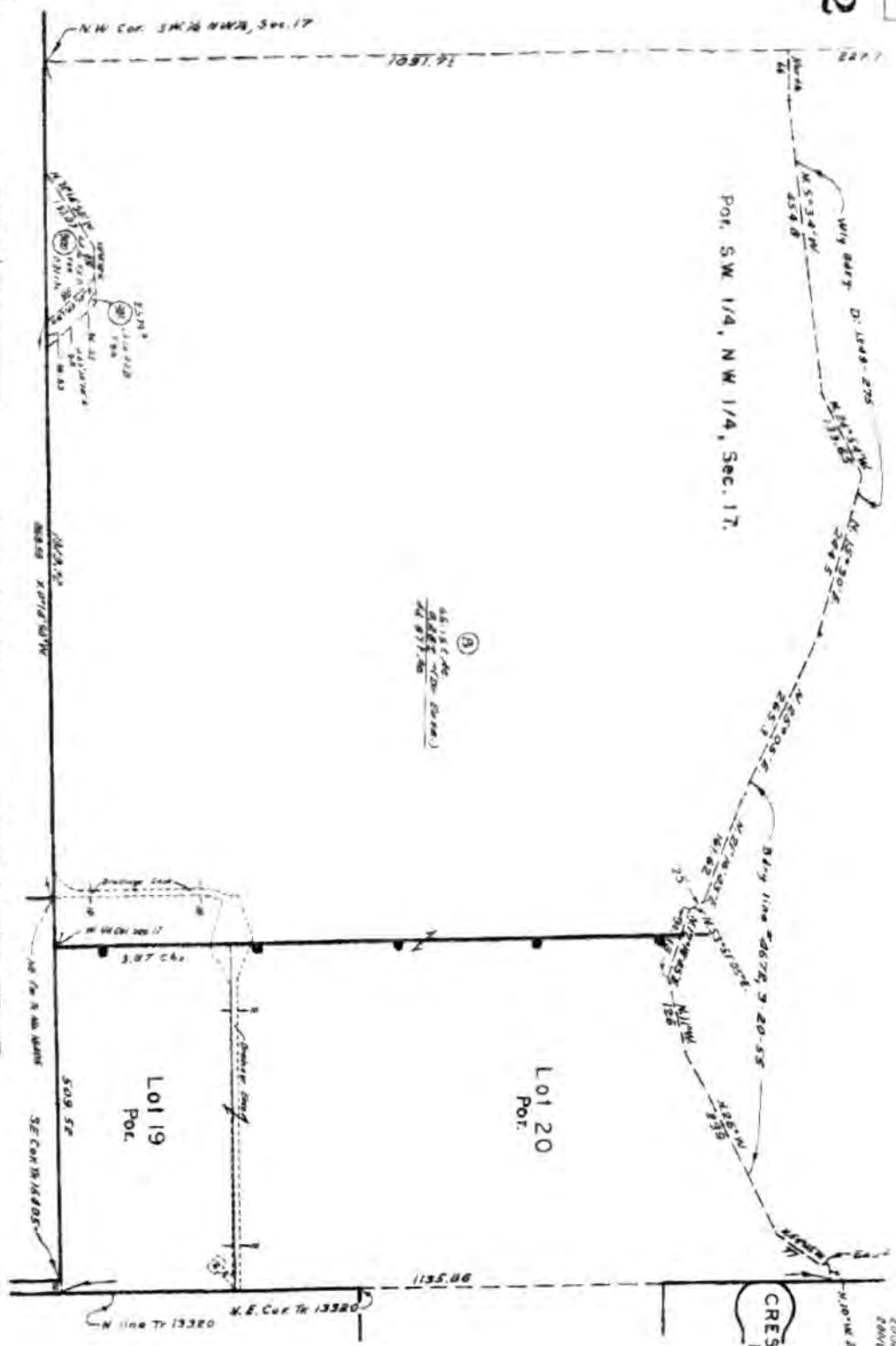
JOHN J. CORCORAN
County Clerk and Clerk of said
Superior Court

By [Signature]
Deputy



2002

Section of Map 150, Sec. 17



Pos. SW 1/4, NW 1/4, Sec. 17.

(9)
 45.18' (to
 24.82' (to
 24.82' (to
 24.82' (to

T. 1 N., R. 11 W.

SIERRA MADRE TRACT

M. R. 4 - 502 - 503

CODE 7516 FOR REV. ASSM'T. SEE 56-204 & 205

ASSESSOR'S MAP COUNTY OF LOS ANGELES, CALIF

200010407
 20000509001001 05

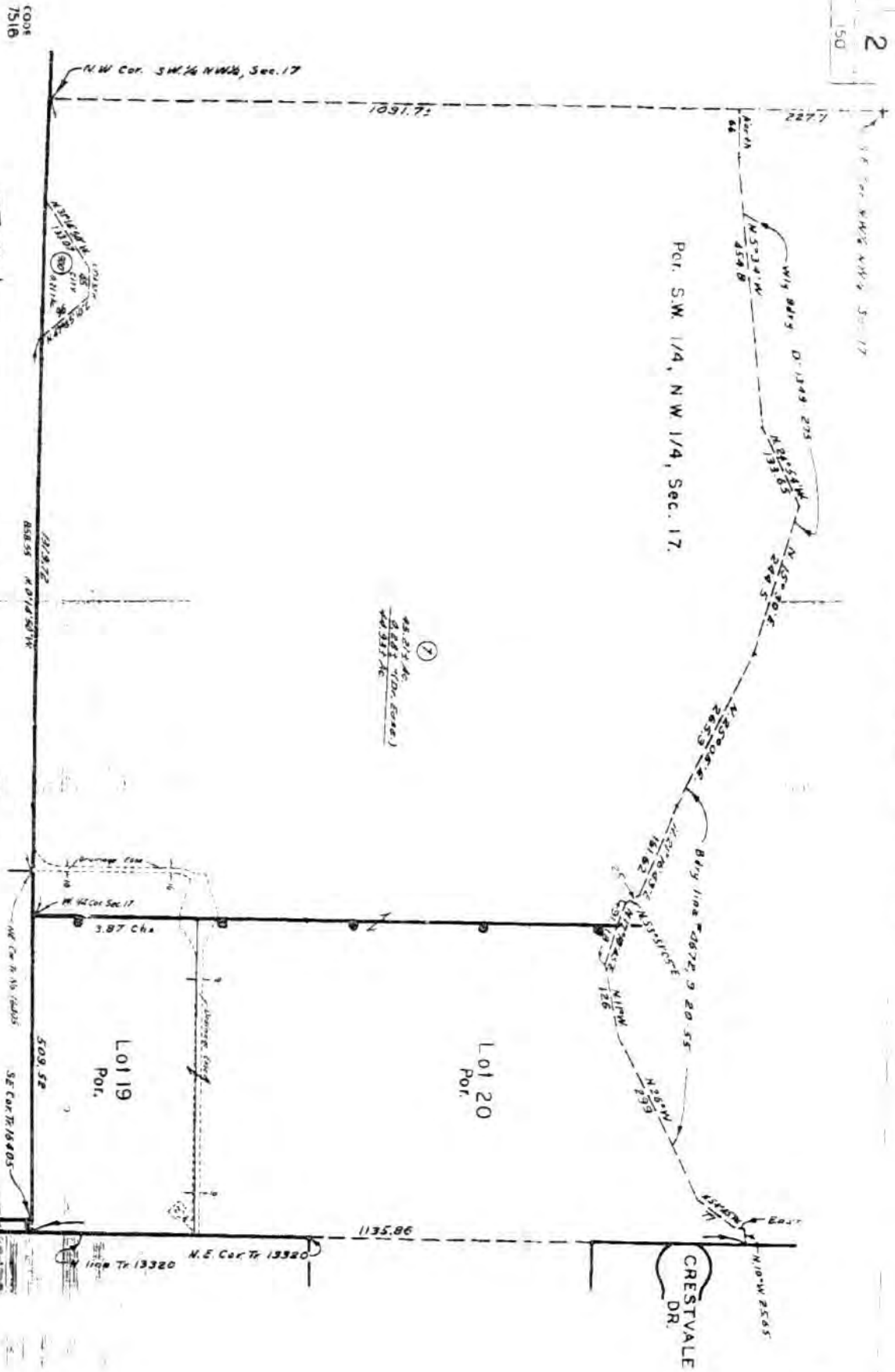
REVISED
 4 8 01
 1 11 01
 220929206

CRESTVALE DR.

N 10° W 28.45'

N line Tr 13380
 N.E. Cor Tr 13380

THIS MAP IS A REPRODUCTION OF THE ORIGINAL MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA, UNDER MAP NO. 13320.



COOR 7516
FOR REV. ASSMT. SEE 66-204 R 205

TIN RILL W.
SIERRA MADRE TRACT
M. R. 4 - 502 - 503

AR 55,401,646
MARCH 1954 BY DEWEY
SCALE 1 in. = 100 FT.

LOT 20

W. 1/4 Cor. Sec. 17
T. 1-N., R. 11-W.

5.87 Chs. (Rec.)

14.81 1/2 Chs. (Rec.)

N. 0° 00' 30" W.
1823.46' to the NW Cor.
of S.W. 1/4 of 11 W. 1/4, Sec. 17

Santa Anita Ranch Line

S. Line of 99-94 DDS.

N. Line of 99-96 DDS.

N. 0° 07' E. 574.74' ±
S.W. Cor. of S.E. 1/4
of N.W. 1/4 of Sec. 17
T. 1-N., R. 11-W.

M. 270.19' E.
191.22' ±
394
120 H.

Why Lines of 18 Dec.
P.L. 8 1346-175 DDS.

40

41

42

43

AVE.

TRACT No 27855

2210 Chs to S.
Line of Lot 20

2210 Chs to S.
Line of Lot 20

45

M.B. 733-61

TRACT NO 18887

44

SUNNYSIDE

M.L.B. 2206-1-1-23

Ely. Line of 66-2-6 DDS.

S. Line of N 5 Acres

446.16

CRESTVALE DR.

M.L.B. 4723

10841' to E of Grandview Ave.
50' Wide

GROVE ST.

N. 0° 18' E. 365.23

18806

1831.5' to N.E. Cor. of
S.W. 1/4 of N.W. 1/4, Sec. 17

N. 0° 15' E. 188.06

23.17

23.7

23.7

23.7

23.7

23.7

23.7

23.7

23.7

23.7

23.7

23.7

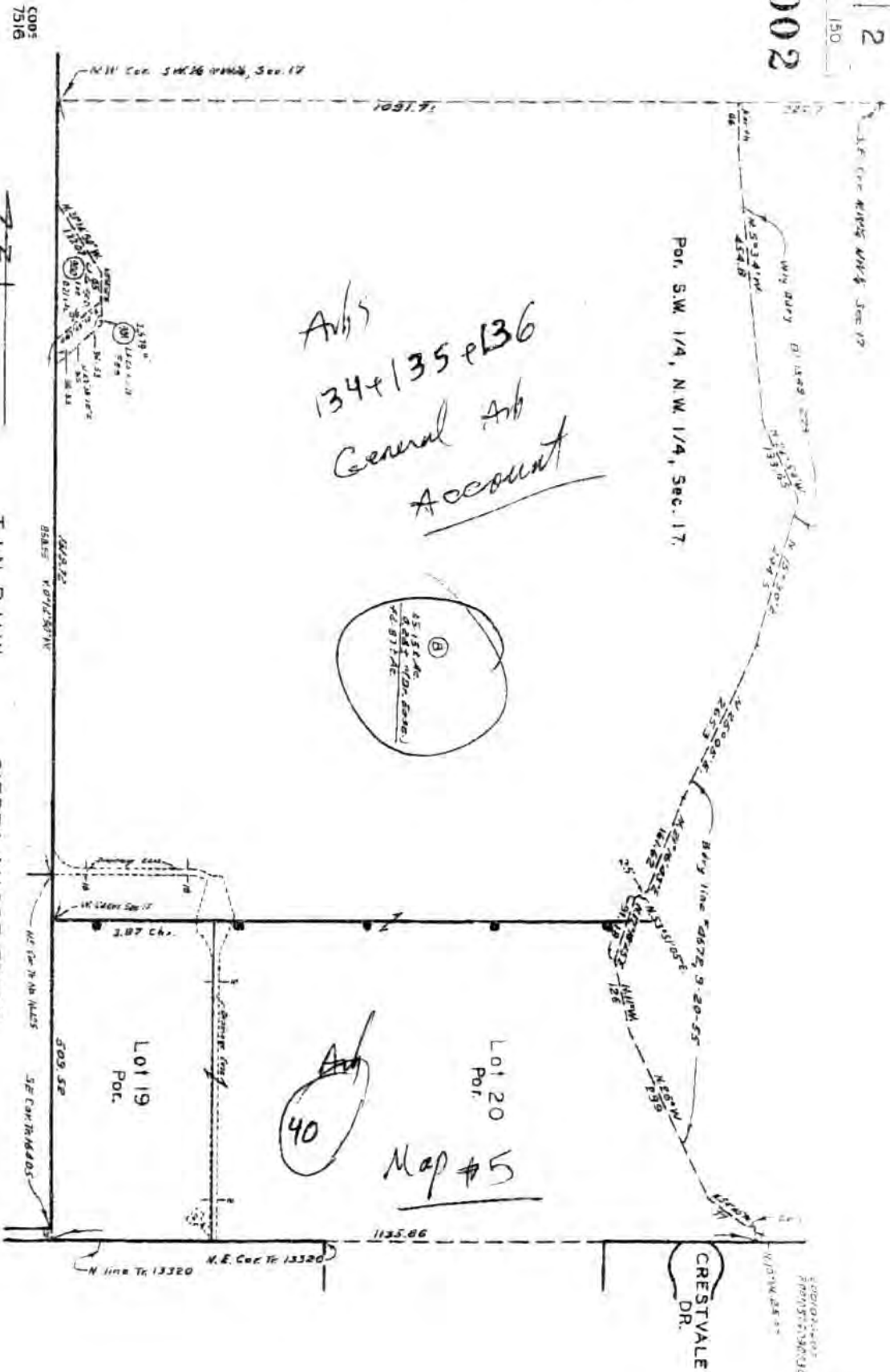
23.7

23.7

61 | 2

150

2002



FOR PREV. ASGMT. SEE 86 - 204 B 205

T. 1 N., R. 11 W.

SIERRA MADRE TRACT

M. R. 4 - 502 - 503

ASSASSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

REVISED
5/1/02
5/1/02
5/1/02

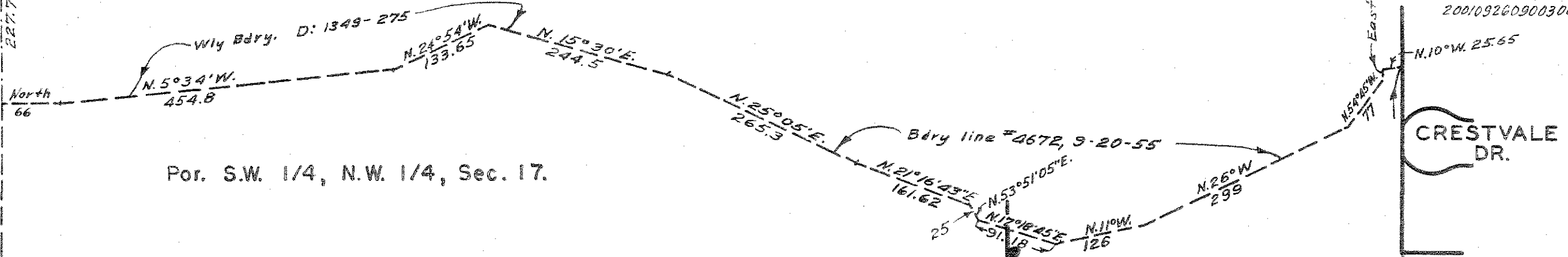
EXHIBIT 8

2002

S.E. Cor. N.W. 1/4 NW 1/4 Sec. 17

2001070607
2001092609003001-05

North
66



Por. S.W. 1/4, N.W. 1/4, Sec. 17.

CRESTVALE DR.

Lot 20
Por.

ⓑ
45.15± AC.
0.28± "(Dr. Easg.)
44.87± AC.

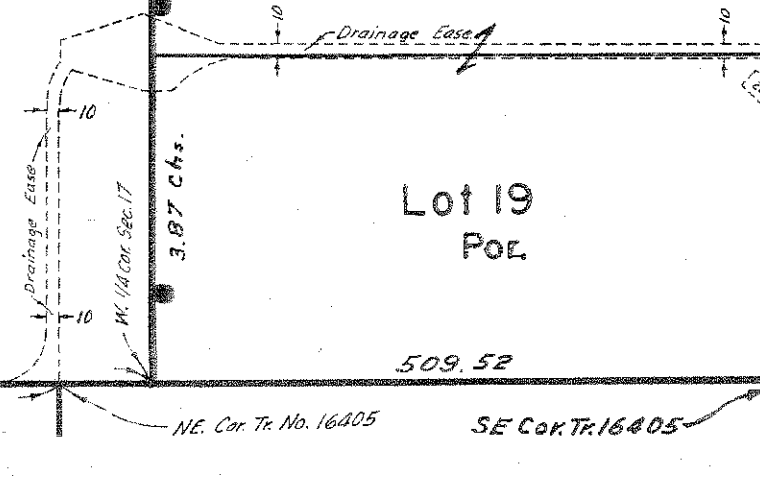
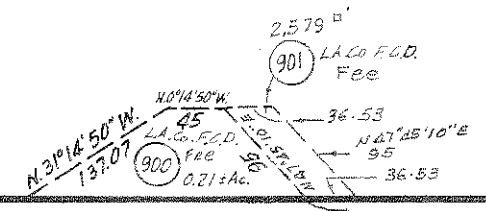
1135.86

N.E. Cor. Tr. 13320

N line Tr. 13320

N.W. Cor. S.W. 1/4 NW 1/4, Sec. 17

1091.71



Lot 19
Por.

858.55 N. 0° 14' 50" W.

CODE
7516



T. 1 N., R. 11 W.

SIERRA MADRE TRACT

M. R. 4 - 502 - 503

ATTACHMENT B

April 7, 2022

VIA EMAIL

Mr. Aleks Giragosian
City Attorney
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Re: April 7, 2022 Planning Commission Public Hearing, Action Item #1, 700 North Sunnyside Avenue (The Meadows at Bailey Canyon)

Dear Mr. Giragosian:

The law firm of Manatt, Phelps & Phillips, LLP, represents New Urban West, Inc., one of the applicants for the project proposed at 700 North Sunnyside Avenue (The Meadows at Bailey Canyon) and the subject of Action Item #1 on the April 7, 2022, Planning Commission agenda. We have received and reviewed the comment letter submitted by the law firm of Strumwasser & Woocher LLP on behalf of Protect Sierra Madre, dated April 6, 2022 (“Strumwasser Letter”), and wish to respond.

The Strumwasser Letter alleges that information included in the proposed project’s Final Environmental Impact Report (“Final EIR”) required the City to revise and recirculate the project’s Draft Environmental Impact Report (“Draft EIR”) for public review and comment. This is not so.

Recirculation of a draft EIR is triggered only in specific circumstances, none of which are present here. State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), section 15088.5, reads: “A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification.”

“Significant new information” is defined as a disclosure showing at least one of the following:

- “(1) *A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.*

- (2) *A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.*
- (3) *A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.*
- (4) *The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment was precluded."*

(State CEQA Guidelines, § 15088.5(a)(1)-(4).) Neither the Final EIR, nor the Strumwasser Letter, disclose evidence showing that any of the above four circumstances has occurred.

As the Strumwasser Letter points out, the proposed project now includes the widening of an off-site portion of Carter Avenue, between the southeastern portion of the project site boundary and Lima Street. The purpose of this minor addition to the proposed project was to respond directly to comments from the public, received during the public comment period on the Draft EIR, expressing concern about the capacity of Carter Avenue and pedestrian and vehicular safety. (See Final EIR, Vol. 1, p. RTC-10 [GR-5, Carter Avenue].) This is exactly what CEQA intends—that the Draft EIR provide for the opportunity to accept and respond to comments from the public, and, if appropriate or possible, refinements in the project description to respond to those comments.

The Final EIR explains that, as described in the Draft EIR, the project always proposed to improve Carter Avenue, and with those proposed improvements, would have the capacity to handle both existing and projected trips. (*Id.*, see also Final EIR, Appendix K.) Further, the Draft EIR determined there was no evidence showing that the proposed project, and its originally proposed Carter Avenue improvements would result in significant impacts to pedestrian safety or traffic circulation. Regardless, in an abundance of caution and to further address and alleviate the concerns of the public, the project applicant, subsequently proposed *additional* improvements to Carter Avenue, offsite between the southeastern portion of the project site boundary and Lima Street. These additional details were added in Final EIR Section 3.3, Project Description. As described in the Final EIR, the additional improvements would occur within an already existing roadway right-of-way, and would require the removal of a small number of existing trees. (Final EIR, Vol. 1, p. RTC-11.) No new significant environmental impacts would occur as a result of this project description modification. (*Id.*)

Not every change to a proposed project requires recirculation of a draft EIR. As cited above, there are only four specific circumstances under which recirculation is required, and none

manatt

Mr. Aleks Giragosian
April 7, 2022
Page 3

apply here. The additional offsite Carter Avenue improvements do not result in a new *significant* environmental impact, beyond those already disclosed in the circulated Draft EIR. The improvements also do not result in a “*substantial increase*” in the severity of an already disclosed significant environmental impact. No new feasible alternatives or mitigation measures have been identified that would clearly lessen the previously disclosed impacts of the project, and the addition of new improvements intended to directly respond to comments raised during public review in no way indicates that the Draft EIR was fundamentally and basically inadequate. If anything, it demonstrates that CEQA is working exactly as intended.

Given the above, under the express language of State CEQA Guidelines, section 15088.5(a), recirculation was not required. Should you have any questions regarding this response, please do not hesitate to reach out.

Sincerely,

/s/ Jennifer J. Lynch

Jennifer J. Lynch

ATTACHMENT C

April 20, 2022

VIA EMAIL

Mr. Aleks Giragosian
City Attorney
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Re: Follow Up Relating to April 7, 2022 Planning Commission Public Hearing,
Action Item #1, 700 North Sunnyside Avenue (The Meadows at Bailey Canyon)

Dear Mr. Giragosian:

The law firm of Manatt, Phelps & Phillips, LLP, represents NUWI Sierra Madre, LLC the applicant for the project proposed at 700 North Sunnyside Avenue (The Meadows at Bailey Canyon). On April 7, 2022, we submitted to you a letter responding to recirculation questions raised in an April 6, 2022 comment letter submitted to the City Planning Commission by the law firm of Strumwasser & Woocher LLP on behalf of Protect Sierra Madre (“Strumwasser Letter”). In analyzing both letters, you requested additional clarification on four issues, which we provide herein.

I. CARTER AVENUE WIDENING WAS NOT PROPOSED AS PART OF THE DRAFT EIR.

While some early discussion of the offsite widening of Carter Avenue took place, the project described in the Draft EIR did not propose offsite widening improvements to Carter Avenue. This is because, based upon the modeling of traffic generated by the proposed project, and consultation with the City’s engineering and fire departments, the City determined that offsite widening of Carter Avenue was not necessary to address or avoid any existing or potential future impacts.

Omitting the widening of Carter Avenue from the original project description was determined, by the City, to not result in any potential impacts to health and safety, not result in traffic issues, and not present any pedestrian safety concerns. Neither the fire department, nor the City’s engineering department, felt that two points of access were necessary for the project, based upon the number of units proposed or the traffic volumes that would be generated. For these reasons, Carter Avenue was proposed in the Draft EIR as an improved (but not widened), one-way, egress-only access point.

Despite the fact that the Draft EIR determined that the project would not result in any impacts requiring the offsite widening of Carter Avenue, during the Draft EIR public review and comment period, community members raised concerns about pedestrian and vehicular circulation relating to Carter Avenue. In response to these Draft EIR comments, the applicant now proposes the offsite Carter Avenue improvements, between the southeastern portion of the project site boundary and Lima Street.

II. CARTER AVENUE TREE REMOVAL WAS ADEQUATELY ANALYZED IN THE FINAL EIR.

To implement the offsite widening and improvement of Carter Avenue, the applicant proposes to acquire approximately 9 feet of public right-of-way to widen Carter Avenue and add a 6-foot sidewalk. The original project site described in the Draft EIR is approximately 17.3 acres. The new offsite improvements **would add only an additional 0.10 acre of disturbance area**, increasing the disturbance area by approximately **0.58%**. (See Final EIR, Responses to Comments, p. RTC-11.)

Despite the fact that the offsite widening of Carter Avenue will increase the overall number of trees impacted by the proposed project, this increase is extremely minimal. To summarize the tree impact analysis in the Draft EIR, the Draft EIR disclosed that a total of 101 trees were inventoried, and that all 101 trees would require removal for the project. In contrast, the Final EIR discloses that, with the offsite improvements to Carter Avenue, the total number of inventoried trees increases from 101 to only 117, and the total number of trees impacted increases from 101 to only 115. Impacted trees includes both trees to be removed and trees whose impact zone will be encroached upon. (See Final EIR, Appendix C-2, pp. 7, 12.)

Updated Tree Impact Numbers

	Draft EIR	Final EIR
Total Trees Inventoried	101	117
Total Trees Impacted	101	115
<i>Total Trees Removed</i>	<i>101</i>	<i>105</i>
<i>Total Trees Encroached (but not removed)</i>	<i>0</i>	<i>10</i>

The Final EIR, which includes both the responses to comments received on the Draft EIR, as well as in-line revisions to the Draft EIR, incorporates and analyzes the additional offsite improvements to Carter Avenue in multiple locations. In regards to tree removal, specifically, this is addressed in the following locations:

- Final EIR, Responses to Comments
 - Page RTC-11 summarizes as follows: “[V]arious trees are located within the existing right-of-way, within the northern portion of the proposed improvement area. A tree inventory of these trees has been prepared and included in Appendix C2, Arborist Report, and Final EIR Section 4.4, along with potential impacts to these existing trees. As discussed in both Final EIR Appendix C2 and Final EIR Section 4.4, Biological Resources, these revisions and proposed off-site improvements do not raise new or additional environmental issues concerning the adequacy of the Draft EIR.”
 - Page RTC-7 explains that, to provide a worst-case scenario analysis, it has been conservatively assumed that, with the offsite Carter Avenue improvements, 105 trees (up from 101 trees), including the 14 trees meeting the definition of a protected tree under the City Tree Preservation and Protection Ordinance (up from 10 trees), would be removed as part of the project.
- Final EIR, Section 4.4, Revised Biological Resources Impacts Analysis
 - Page 4.4-1 discloses how the original onsite tree inventory identified a total of 101 impacted trees within the onsite biological study area, and how an additional 16 trees were inventoried in the new offsite improvement area for the Carter Avenue widening. This brings the total number of trees within the development area to 117 (up from 101).
 - Page 4.4-2 summarizes the minor changes in the findings of the Arborist Report resulting from the inclusion of the 16 additional trees in the offsite Carter Avenue improvements area, including updates to the percentages of individually mapped trees displaying different levels of health and structure.
 - Pages 4.4-13 and -14 provide the updated impacts analysis for the following threshold: “Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?” This updated analysis takes into consideration the additional number of trees affected by the offsite Carter Avenue improvements. This analysis discloses that the number of removed trees has increased from 101 to 105, and discloses that construction will encroach into the impact zone of an additional 10 trees.

Regardless, this analysis concludes that the significance of the potential impact remains the same. Just as in the Draft EIR, the analysis acknowledges that the removal of 105 trees and encroachment into the impact zone of 10 trees results in a potentially significant impact; however, with the incorporation of Mitigation Measure MM-BIO-3, these impacts would be reduced to less than significant. Thus, no new significant impact will occur, and no substantially more severe significant impact will occur.

- Final EIR, Section 4.11, Revised Land Use and Planning Impacts Analysis
 - Page 4.11-7 provides the updated impacts analysis for the following threshold: “Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?” This analysis includes consideration of the project’s consistency with the City’s Resource Management Element and determines that because the project would remove existing trees, the project is potentially inconsistent with Goal 1 of the Resource Management Element. However, with the incorporation of MM-BIO-3, the analysis determines that this potential impact would be reduced to a level of less than significant. The analysis determines that despite a relatively minor increase in the number of trees impacted resulting from the offsite Carter Avenue improvements, this significance conclusion remains correct. No new significant impact or substantially more severe significant impact would occur.
 - Page 4.11-20 analyzes the project’s consistency with General Plan Tree Preservation Goal 1, regarding the continued preservation and protection of existing trees. This analysis was updated to take into consideration the relatively minor increase in the number of trees impacted. However, the discussion concludes that the potential inconsistency with this General Plan goal is adequately addressed through the incorporation of MM-BIO-3, requiring the replacement of protected trees and the presence of an arborist onsite during the widening of Carter Avenue. No new significant impact or substantially more severe significant impact would occur.
 - P. 4.11-21 presents additional analyses of the project’s consistency with General Plan Tree Preservation Goal 1, General Plan Objective R10, General Plan Policy R10.2, and General Plan Policy R10.8. In the Draft EIR these analyses determined that the project was consistent with each of these goals, objectives, and policies. The revised analyses find that, with the offsite improvements to Carter Avenue, the project remains consistent with each of these goals, objectives, and policies. No new significant impact or substantially more severe significant impact would occur.

- P. 4.11-34 analyzes the project’s consistency with the City’s Community Forest Management Plan. In the Draft EIR, this analysis disclosed that various trees would be removed as a result of the project, and that the project would introduce new trees throughout the site, within the proposed public park, along proposed streets, and within the open space area. The analysis in the Draft EIR determined that without mitigation, impacts to the Community Forest Management Plan would be potentially significant, but that given MM-BIO-3 and the City’s Tree Preservation and Protection Ordinance, tree replacement requirements would reduce impacts to less than significant. This analysis was updated to take into account the relatively small increase in impacted and removed trees, but nonetheless the significance determination was found to be the same. No new significant impact or substantially more severe significant impact would occur.
- Final EIR, Appendix C2, Arborist Report
 - Pp. 11-12 of the updated Arborist Report discloses the very minor increase in the number of trees impacted by the proposed project, and breaks down those impacts into protected trees removed, protected trees impacted but not removed, non-protected trees removed, and non-protected trees impacted but not removed. The report concludes that 115 trees will be impacted by the proposed project (up from 101), and 105 of those impacted trees will be removed (up from 101).

III. PROJECT REVISIONS IN RESPONSE TO PUBLIC COMMENTS FULFILL CEQA’S PURPOSE.

“CEQA allows, if not encourages, public agencies to revise projects in light of new information revealed during the CEQA process.” (*Citizens for a Sustainable Treasure Island v. City and County of San Francisco* (2014) 227 Cal.App.4th 1036, 1062.) As addressed in our letter dated April 7, 2022, the addition of new improvements intended to directly respond to comments raised during public review in no way indicates that the Draft EIR was fundamentally and basically inadequate, or that it requires recirculation. As we stated earlier, if anything, it demonstrates that CEQA is working exactly as intended. (See *Western Placer Citizens for an Agricultural and Rural Environment v. County of Placer* (2006) 133 Cal.App.4th 890, 904-905 [finding changes made in the project in response to concerns raised in the environmental review process showed “CEQA fulfilled its purpose”].) “The CEQA reporting process is not designed to freeze the ultimate proposal in the precise mold of the initial project; indeed, new and unforeseen insights may emerge during the investigation, evoking revisions of the original proposal.” (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 199.) Only when a change in a project meets the definition of “significant new information” must a public agency recirculate under State CEQA Guidelines, 15088.5.

IV. ADDITIONAL RESPONSES REGARDING SPECIFIC ENVIRONMENTAL IMPACTS

The Strumwasser Letter alleges that the addition of the offsite Carter Avenue improvements have the potential to result in new significant impacts associated with ecologically sensitive areas, traffic and noise, stormwater, water infrastructure and fire. This is not so. The Final EIR fully analyzes the potential of the project to result in environmental impacts. The addition of 0.10 acres of new disturbance area, all of which is located within an existing public roadway right of way, does not change any impact determination conclusion previously reported in the Draft EIR. The Strumwasser Letter does not explain how the evidence cited in the Final EIR for each of these analyses fails to support the Final EIR's significance conclusions. (See *King & Gardiner Farms, LLC v. County of Kern* (2020) 45 Cal.App.5th 814, 850 [under the substantial evidence test, a challenger must describe the evidence favorable to the agency and explain why it is lacking; a failure to do so is fatal to its challenge].)

A. Ecologically Sensitive Areas

The Strumwasser Letter states that the offsite Carter Avenue improvements “would not only increase the number of trees impacted, but the location of those impacted trees merits particular scrutiny for this aspect of the Project.” However, other than general references to the *project site's* proximity to Bailey Canyon Wilderness Park, wetlands and riparian areas, and the *project site's* location “in the range of black bears, mountain lions, nesting birds... Crotch's bumble bee... multiple species of bat, and several special status reptiles” the Strumwasser Letter does not explain, in any way, why the widening of Carter Avenue (and the additional 0.10 acre of disturbance area) will result in *new* significant impacts to these resources, or *substantially more severe significant impacts* than were previously disclosed in the Draft EIR.

The Draft EIR considered the project's potential impacts on sensitive species, riparian habitats, protected wetlands, wildlife movement, local policies or ordinances protecting biological resources, and adopted habitat conservation plans. (Final EIR, p. 4.4-9 [list of thresholds of significance].) The Draft EIR determined, that with the incorporation of Mitigation Measures MM-BIO-1, MM-BIO-2, and MM-BIO-3, all impacts relating to biological resources would be less than significant. Even with the incorporation of the offsite Carter Avenue improvements, these three mitigation measures would reduce impacts to less than significant. The addition of 0.10 acre of disturbance area would not result in new impacts to Bailey Canyon Wilderness Park, would not result in new impacts to riparian areas or wetlands (there are none located within the existing right-of-way), or new impacts to bears, mountain lions, bumble bees, or any other species. The Strumwasser Letter does not point to any evidence suggesting otherwise, let alone explain why the evidence cited by and described in detail in the Final EIR (including, but not limited to, the project's Sensitive Resources Analysis [Appendix C1], site survey, site description, citations to state and federal regulations and statutes, the project's Storm Water Pollution Prevention Plan best management practices, the project's landscaping plan, the

City's General Plan, and the updated Arborist's Report) is inadequate to support a finding of less than significant impacts after the incorporation of mitigation.

B. Traffic and Noise

The Strumwasser Letter alleges that there is no support for the Final EIR's conclusion that only 16% of daily trips to and from the project would use Carter Avenue. This is incorrect. Appendix K, which is a traffic conditions analysis prepared by the traffic planning and engineering firm Fehr & Peers, explains as follows, consistent with standard industry practice:

The Project trip distribution reflects the spatial distribution of trips traveling to and from the Project site. To determine where Project trips will travel, we applied a "select zone analysis" using the Southern California Association of Governments (SCAG) travel demand model. This method predicts where trips travel to/from for the area immediately surrounding the Project.

(Final EIR, Appendix K, p. 6.) Based upon SCAG travel demand model—which, again, is consistent with standard industry practice and predicts where trips travel to/from for this specific area—the analysis determined that “performance of the study intersections, as measured by LOS, would result in no measurable difference as a result of the Project.” (Final EIR, Appendix K, p. 10.)

While the Strumwasser Letter argues, generally and without reference to substantial evidence, that “traffic increases along Carter Avenue carry significant safety and noise concerns.” However, the Strumwasser Letter does not, in any way, explain why it believes the modeling and analysis done by an esteemed transportation planning and engineering firm—which found “no measurable difference”—is in error. No new significant impacts associated with traffic or noise would occur as a result of the offsite Carter Avenue improvements, and no substantially more severe significant impacts beyond those disclosed in the Draft EIR would occur.

C. Stormwater

The Strumwasser Letter argues, without support or evidence, that “the new Carter Avenue widening... plays an outsized role in terms of stormwater.” Again, the offsite improvements increase the project's 17.3-acre development area by only an additional 0.10 acre. As discussed in the Final EIR, the City's General Plan requires that all new development appropriately design containment systems to capture stormwater runoff onsite. (Final EIR, p. 4.10-7.) It discusses how the project would be required to comply with the MS4 permit that regulates stormwater and non-stormwater discharges, and the requirements of the Basin Plan, which includes implementation of BMPs to reduce water quality impacts. (Final EIR, p. 4.10-10.) The Final EIR also discusses how final drainage plans must be approved by the City as part

of the final construction or grading plans, to ensure that stormwater retention and conveyance is designed to meet, or exceed, the City's requirements for 85th percentile in a 24-hour storm event. (Final EIR, p. 4.10-13.) A detailed description of how the project's storm drain system will connect with the existing system infrastructure in surrounding roadways is also provided. (Final EIR, p. 4.10-14.) Contrary to the statement in the Strumwasser Letter that the project will impact county storm drains, the Final EIR concludes that no potentially significant impacts associated with hydrology, water quality, or drainage would occur. (Final EIR, p. 4.10-16.) The improvement of a short segment of existing roadway, which would be designed consistent with all roadway and storm drain design requirements, does not change this determination. No new significant impacts associated with drainage would occur as a result of the offsite Carter Avenue improvements, and no substantially more severe significant impacts beyond those disclosed in the Draft EIR would occur.

D. Water Infrastructure

The Strumwasser Letter seems to imply that water infrastructure improvements associated with the project, and/or the Carter Avenue improvements, will result in "the relocation or construction of new or expanded" utility infrastructure, "the construction or relocation of which could cause significant environmental effects." However, it is unclear what significant environmental effects that the letter's author believes will occur as a result of any infrastructure improvements. The Final EIR analyzes, in detail, the project's potential impacts on biological resources, traffic, and noise, *inter alia*. The significance determinations made for each analysis remain correct, even with the incorporation of an additional 0.10-acre of disturbance area to accommodate the offsite Carter Avenue improvements.

E. Fire

Finally, the Strumwasser Letter argues that the offsite Carter Improvements are necessary for wildfire evacuation, and on that basis should have been included in the Draft EIR. However, as described above, the applicant, in consultation with the fire department and city engineers, and based upon the project's unit count and anticipated traffic generation, determined that the offsite Carter Avenue improvements were *not* necessary for public safety, traffic impacts, evacuation, pedestrian access, or any other reason. Regardless, and in response to similar comments received during the public comment period, the applicant is now proposing to include the offsite Carter Avenue improvements. The Final EIR confirms that no new significant impact will occur as a result of these improvements, therefore no recirculation of the Draft EIR is required to incorporate this minor project change.

manatt

Mr. Aleks Giragosian
April 20, 2022
Page 9

We very much appreciate the opportunity to respond on the record to these issues. Please do not hesitate to reach out to myself or the applicant's representative directly with any additional questions you may have.

Sincerely,

/s/ Jennifer J. Lynch

Jennifer J. Lynch

ATTACHMENT D

STRUMWASSER & WOOCHELLP

ATTORNEYS AT LAW

10940 WILSHIRE BOULEVARD, SUITE 2000
LOS ANGELES, CALIFORNIA 90024

MICHAEL J. STRUMWASSER
BRYCE A. GEE
BEVERLY GROSSMAN PALMER
DALE K. LARSON
CAROLINE C. CHIAPPETTI
JULIA G. MICHEL †
SALVADOR E. PÉREZ

† Also admitted to practice in Washington

TELEPHONE: (310) 576-1233
FACSIMILE: (310) 319-0156
WWW.STRUMWOOCHELLP.COM

FREDRIC D. WOOCHELLP
ANDREA SHERIDAN ORDIN
SENIOR COUNSEL

May 5, 2022

Sierra Madre City Planning Commission
232 W. Sierra Madre Blvd.
Sierra Madre, CA

Via email to PublicComment@CityofSierraMadre.com;
planningcommission@cityofsierramadre.com

Re: 700 North Sunnyside Avenue, Mater Dolorosa Development

Dear Members of the Sierra Madre Planning Commission,

On April 6, 2022, this firm provided a letter, on behalf of the all-volunteer Protect Sierra Madre, explaining how the public has been denied the opportunity to participate in the environmental review process for the proposed Meadows at Bailey Canyon Project to which the public is entitled by the California Environmental Quality Act (CEQA). Our 149-page letter explained how the Final Environmental Impact Report (EIR) increased the 17.30-acre footprint of the project by widening a portion of Carter Avenue outside the original project site, and how the public had no opportunity to weigh in on this substantial change, despite the fact it will indisputably require cutting down a copse of mature trees that provide support for a very steep, erosion-risky slope. Because of these changes to the disclosed scope of the project, the letter explained that recirculation of the EIR for additional public comment is required.

The letter also documented multiple factual and analytic flaws with the environmental review process to date, and walked the Commission through why the Project, despite the developer's request, does *not* qualify for a lot line adjustment and compliance with the Subdivision Map Act is required. To support these contentions, the Letter provided pages and pages of analysis, meticulous citations to the Draft and Final EIRs and their various appendices, and even pictures and exhibits.

One day later, through a letter from Manatt, Phelps, & Philips, LLP, the developer Urban West, Inc. brushed off these concerns without addressing them at all. This silence is deafening. If Developer and their counsel had a good reason why the Draft EIR made *no* mention of "improvements" to the portions of Carter Avenue that lay *beyond* the 17.30-acre parcel, despite the fact that this aspect of the project had been known to the City and Developer *as early as*

September 2020, they would have said so. If Developer and their counsel disagreed with the Letter's observations about basic factual errors in the environmental review (such as inaccurately characterizing the mature trees that would be removed as being located on City property, when there's no dispute they're on County land), they would have said why.

Nor does the response provide *any* basis to support the critical weakness of their request: the title record is clear that this property is a single legal parcel; the applicant's three parcel drawing is a fiction that has *no basis in the legal documents* that have accompanied every transfer of this property for more than a century. The applicant's silence on this issue is telling,

The EIR's errors and analytical gaps have compromised the credibility of the entire final EIR as an accurate and complete analysis of the environmental effects of the proposed Project and have precluded the public's ability to meaningfully participate in the environmental review process for the largest housing development in Sierra Madre's history. The public deserves better. Recirculation is required because the EIR fails to meaningfully disclose or discuss impacts of the project offsite, in County-owned parkland. The public and local government agencies were deprived of an opportunity to comment on this aspect of the project.

When a local government certifies an EIR under CEQA, it is required to exercise its independent judgment, based on substantial evidence in the record. The government body must be able to conclude that changes or alterations have been included in the project to mitigate the significant effects disclosed in the EIR, or that these are infeasible. The inadequate EIR here will make this finding impossible to support, particularly because the shifting project description and late disclosure of the full scope of the project frustrated public review and comment of the Draft EIR.

As our original Letter stated, the Planning Commission should proceed with great care. Approving this project on the basis of the EIR and granting the illegal lot line adjustment would be a serious legal error. Instead, this Commission should require (1) revisions to the EIR and recirculate it to allow proper public comment and input from relevant agencies who were otherwise sidelined in the process, and (2) deny the lot line adjustment and require the Developer to proceed in compliance with the Subdivision Map Act.

Yours truly,

A handwritten signature in black ink, appearing to read "Beverly Grossman Palmer". The signature is fluid and cursive, with the first name being the most prominent.

Beverly Grossman Palmer
Counsel for Protect Sierra Madre

Sierra Madre Planning Commission

May 5, 2022

Page 3

Cc: Gene Goss <ggoss@cityofsierramadre.com
Rachelle Arizmendi <rarizmendi@cityofsierramadre.com>,
Ed Garcia <egarcia@cityofsierramadre.com>,
Robert Parkhurst <rparkhurst@cityofsierramadre.com>,
Kelly Kriebs <kkriebs@cityofsierramadre.com>,
City Manager Jose Reynoso, <jreynoso@cityofsierramadre.com>
Director of Development and Planning Vincent Gonzalez
<vgonzalez@cityofsierramadre.com>,
City Attorney Aleks Giragosian <agiragosian@chwlaw.us>