

Communication from Public

Name: Felipe Caceres

Date Submitted: 08/05/2021 10:21 AM

Council File No: 17-1002-S1

Comments for Public Posting: Dear Honorable Councilmembers—SEIU Local 721 submits the attached letter regarding the above-referenced item. In short, Local 721 respectfully requests that the City condition the sale of the two-lot property to be used by the buyer for the relocation of existing historic homes on the buyer’s nearby mixed-use project site known as The Fig. As discussed in attached letter, under CEQA, the proposed sale of the lots to the buyer constitutes a substantial change in circumstances, which makes previously unavoidable impacts (i.e., the demolition of historic homes) entirely avoidable through new mitigation measures now feasible (i.e., relocating all remaining historic homes to the property). So too, this matter should be referred to the PLUM Committee to consider a subsequent or supplemental to the Fig’s previously certified EIR that includes modification of the project’s mitigation measures on historic resources. Respectfully, Felipe Caceres



August 5, 2021

VIA EMAIL AND ONLINE SUBMISSION:

Information, Technology, and General Services Committee
City of Los Angeles
c/o Michael Espinosa, Legislative Assistant
200 North Spring Street

Los Angeles, CA 90012
michael.espinosa@lacity.org
<https://cityclerk.lacity.org/publiccomment/?cfnumber=17-1002-S1>

**RE: Item 12, ITGS Committee Hearing Scheduled August 5, 2021;
Sale of 3971-3979 South Flower Drive**

Dear Honorable Councilmembers:

SEIU Local 721 (Local 721) respectfully requests that the City of Los Angeles (City) condition the sale of the above-referenced two-lot property (Property) to be used by SGRE Fig & Flower Investors 1, LLC (Buyer) for the relocation of existing historic homes on the Buyer's nearby mixed-use project site known as The Fig (Project). As discussed below, under the California Environmental Quality Act (CEQA), the proposed sale of the Property to the Buyer constitutes a substantial change in circumstances, which makes previously unavoidable impacts (i.e., the demolition of historic homes) entirely avoidable through new mitigation measures now feasible (i.e., relocating all remaining historic homes to the Property). So too, this matter should be referred to the Planning Land Use Management (PLUM) Committee to consider a subsequent or supplemental to the Project's previously certified environmental impact report (EIR) that includes modification of the Project's mitigation measures on historic resources.

Background: The Project site includes eight existing residential properties,¹ seven of which are designated contributors to the Flower Drive Historic District.² In 2019, the Project was approved subject to specific mitigation measures, including three of the seven properties would be relocated within five miles of the Project site.³ This allowed for the demolition of the remaining four contributor properties, which was considered a "significant and unavoidable" impact with "no mitigation measures available" to avoid this impact.⁴

¹ Letter of Determination (3/26/19) DCP Case No. CPC-2016-2658, p. F-17, <https://planning.lacity.org/pdiscaseinfo/document/MjA3OTUw0/46e6f77e-051c-4e11-ad6d-6ce8558211cd/pdd>.

² Final EIR-MMRP (Oct. 2018) DCP Case No. ENV-2016-1892, p. IV-8 (Mitigation Measure C-3), https://planning.lacity.org/eir/TheFigProject/feir/files/F_IV.pdf.

³ Ibid.

⁴ Draft EIR (Oct. 2017) DCP Case No. ENV-2016-1892, pp. IV.C-20 & IV.C-25, https://planning.lacity.org/eir/TheFigProject/deir/files/D_IVC.pdf.

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<http://www.seiu721.org>

In 2020, after reaching a settlement in a lawsuit with the West Adams Heritage Association, the Project received a Q-Clarification that would allow three of the seven properties to remain on-site—in addition to the relocation of the other three properties.⁵ This meant at least one contributor property would be destroyed.

In April/May of this year, applications were filed to relocate two of the properties near Union and 22nd.⁶ This means that two contributor properties are still unaccounted for.

Substantial Change in Circumstances: By selling the Property (i.e., two vacant lots) to the Buyer (i.e., SGRE Fig & Flower Investors),⁷ who are the owners of the Project site (see attached Grant Deed), the remaining two contributor properties can be relocated and the Project can entirely avoid any contributor property from being destroyed. This makes once a significant unavoidable impact (i.e., the destruction of some historic resources) entirely avoidable through new mitigation measures (i.e., relocating the existing contributor properties to the Property). Under CEQA, this is a “substantial change” change in circumstance requiring either a subsequent EIR (see CEQA Guidelines § 15162) or supplement to the EIR (see CEQA Guidelines § 15163).

Conclusion: Local 721 respectfully requests that any sale of this Property to this Buyer be subject to the specific condition that the Property be used for the relocation of the remaining contributor properties. So too, this matter should be stayed until PLUM committee considers this matter, including modification of the Project’s Mitigation Measure C-3 in light of the substantial change in circumstance and the City’s discretionary action of selling the Property to this Buyer.

Sincerely,

/s/

Felipe Caceres, External Coordinator
SEIU Local 721
felipe.caceres@seiu721.org

ATTACHMENT: Grant Deed

⁵ Letter of Determination (5/27/20) DCP Case No. DIR-2020-2157-CLQ, p. 2, <https://planning.lacity.org/pdiscaseinfo/document/MjMwNTE20/46e6f77e-051c-4e11-ad6d-6ce8558211cd/pdd>.

⁶ Application (scanned 5/27/2021) DCP Case No. AA-2021-4474-PMEX, <https://planning.lacity.org/pdiscaseinfo/document/NjMwNg0/532fbe86-06a9-44b1-8001-06cd07316c90/esubmit>; see also Plan (scanned 5/27/2021) DCP Case No. AA-2021-4474-PMEX, <https://planning.lacity.org/pdiscaseinfo/document/NjMwOAO/532fbe86-06a9-44b1-8001-06cd07316c90/esubmit>.

⁷ City Administrative Officer Report (5/20/21) Council File No. 17-1002-S1, p. 2, <https://lacity.primegov.com/meeting/attachment/386262.pdf?name=Report%20from%20Municipal%20Facilities%20Committee%20dated%206-02-21.pdf>.

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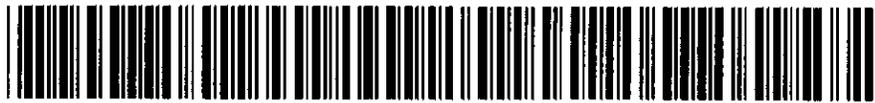


Pages:
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Recorded/Filed in Official Records
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05/01/19 AT 08:00AM

FEES:	40.00
TAXES:	99,960.00
OTHER:	0.00
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LEADSHEET



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05

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Recording Requested By
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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SGRE Fig & Flower Investors 1 LLC
c/o Spectrum Group Real Estate
2030 Main St. Suite 530
Irvine, CA 92614
Attn: Mr. Scott Gale



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MAIL TAX STATEMENTS TO:

Same as above

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30022600 -MB

(Above Space For Recorder's Use Only)

GRANT DEED

The undersigned Grantor hereby declares:

Documentary Transfer Tax: \$ ~~99,960.00~~ ⁸⁰ \$196,350.00 ⁴⁴ \$80,325.00
[xx] Computed on full value of property conveyed.
[] Unincorporated area [xx] City of Los Angeles, California

Assessor Parcel Numbers: 5037-032-040, 030, 031, 032, 033, 042, 043 and 044

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CAST Real Property Holdings, L.P.**, a California limited partnership does hereby GRANT to **SGRE Fig & Flower Investors 1 LLC**, a California limited liability company ("Grantee") the real property in the County of Los Angeles, State of California, described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

SUBJECT TO:

1. All non-delinquent general and special real property taxes and assessments, all matters appearing of record in the office of the Recorder of said County, and all unrecorded leases and occupancy agreements affecting the Property or any portion thereof.
2. Grantee, in accepting this Deed and the conveyance hereunder, does hereby agree and confirm for the benefit of Grantor, also referred to in this Deed as "Seller", that Grantee, also referred to in this Deed as "Buyer", on behalf of itself and all successor owners and occupants of all or any portion of the property conveyed by this Deed ("Property") has agreed with and for the benefit of Grantor upon the following provisions concerning the Property as part consideration for Grantor's sale and conveyance of the property to Grantee, and that such provisions survive the closing of the sale of the Property and the delivery and recordation of this Deed:

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A. DISCLAIMERS.

(i) THE PROPERTY IS BEING SOLD TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS."

(ii) WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER SPECIFICALLY AND COMPLETELY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, STATUTORY WARRANTIES, WARRANTIES ARISING BY OPERATION OF LAW, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF CONSTRUCTION, THE ABSENCE OF "CONSTRUCTION DEFECTS" (AS DEFINED BELOW) OR OTHERWISE.

(iii) SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OCCASIONED BY ANY CONSTRUCTION DEFECT OR OTHER DEFECT IN THE REAL OR PERSONAL PROPERTY AS DESIGNED, MANUFACTURED, CONSTRUCTED, REPAIRED, MODIFIED OR IMPROVED OR FOR ANY LOSS OR DAMAGE RESULTING FROM THE FAILURE OF ANY PARTY THAT PARTICIPATED IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY OR THE IMPROVEMENTS TO USE DUE CARE IN THE DESIGN, MANUFACTURE, CONSTRUCTION, REPAIR, MODIFICATION OR IMPROVEMENT OF SUCH REAL OR PERSONAL PROPERTY. "CONSTRUCTION DEFECT" SHALL MEAN ANY LATENT OR PATENT DEFECT OR FLAW IN THE DESIGN, MANUFACTURE, CONSTRUCTION, REPAIR, MODIFICATION OR IMPROVEMENT OF ANY OF THE IMPROVEMENTS LOCATED IN OR ON THE PROPERTY OR THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ANY DEVIATION IN MATERIALS OR CONSTRUCTION FROM THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS, ANY ERROR IN DESIGN, AND ANY DEFECT OR FLAW IN DESIGN, MATERIALS AND/OR CONSTRUCTION THAT RESULTS IN THE INCURSION OF WATER OR VAPOR OR THE COLLAPSE OR OTHER FAILURE OF ANY STRUCTURAL OR OTHER ELEMENT OF THE PROPERTY OR THE IMPROVEMENTS.

B. RELEASE.

(i) BUYER, ON BEHALF OF BUYER AND BUYER'S HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER (COLLECTIVELY, "BUYER PARTIES") HEREBY FULLY AND IRREVOCABLY RELEASES SELLER AND EACH OF SELLER'S CONSTITUTENT PARTNERS, AFFILIATES, PARENT COMPANIES, MEMBERS AND SUBSIDIARIES, AND EACH OF THE RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, SUCCESSORS AND ASSIGNS OF EACH OF THEM, (COLLECTIVELY, THE "SELLER PARTIES") FROM ANY AND ALL CLAIMS, COSTS, LOSSES, LIABILITIES, OBLIGATIONS, LEGAL OR ADMINISTRATIVE ORDERS OR PROCEEDINGS, DAMAGES, INCLUDING WITHOUT LIMITATION PUNITIVE, CONSEQUENTIAL AND SPECIAL DAMAGES, EXPENSES, PENALTIES, FINES, DEMANDS, ACTIONS OR CAUSES OF ACTION AND JUDGMENTS (COLLECTIVELY, "CLAIMS") THAT BUYER OR ANY OTHER BUYER PARTY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY SELLER PARTY ARISING FROM OR RELATED

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TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, LATENT OR OTHERWISE, WHETHER GEOTECHNICAL, SEISMIC OR OTHERWISE, AFFECTING THE PROPERTY OR ANY PORTION THEREOF, THE IMPROVEMENTS, THE COMMUNITY OR ANY COMMON AREA ASSOCIATED THEREWITH, INCLUDING, WITHOUT LIMITATION, (1) ENVIRONMENTAL MATTERS WHICH WERE (i) DESCRIBED OR REFERRED TO IN ANY ENVIRONMENTAL REPORT PROVIDED BY SELLER OR OTHERWISE OBTAINED BY BUYER; OR (ii) REASONABLY DISCOVERABLE BY PRUDENT INVESTIGATION DURING THE DUE DILIGENCE PERIOD; OR (iii) OTHERWISE DISCLOSED BY SELLER TO BUYER OR DISCOVERED BY BUYER AT ANY TIME PRIOR TO THE CLOSING.

(ii) THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER AND THE OTHER SELLER PARTIES. BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS RELEASE AND HAS BEEN ADVISED BY BUYER'S LEGAL COUNSEL CONCERNING, AND HEREBY WAIVES, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BUYER INITIALS: SB

BUYER ALSO HEREBY EXPRESSLY WAIVES ANY RIGHT BUYER MAY HAVE UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT IN CONNECTION WITH THE RELEASE GIVEN IN THIS ARTICLE.

(iii) IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATIONS TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. IT IS NOT CONTEMPLATED THAT THE PURCHASE PRICE WILL BE INCREASED IF COSTS TO BUYER ASSOCIATED WITH THE PROPERTY PROVE TO BE LESS THAN EXPECTED NOR WILL THE PURCHASE PRICE BE REDUCED IF THE BUYER'S PLAN FOR THE PROPERTY LEADS TO HIGHER THAN ANTICIPATED COSTS.

3. Grantee, for itself, and for each of its mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, hereby accepts this Grant Deed and approves the foregoing disclaimers and releases, which shall be deemed to be covenants running with the land.

[Grant Deed Continues on Next Page]

[Grant Deed--Grantor Signature Page]

Dated: April 16 2019

CAST Real Estate Holdings, L.P.,
a California limited partnership

By: CAST Properties, Inc.,
a California corporation,
Its General Partner

By: [Signature]
Name: Steve Needleman
Title: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

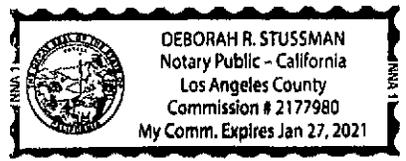
STATE OF California)
COUNTY OF Los Angeles)

On April 26 2019 before me, Deborah R. Stussman, Notary Public,
personally appeared Steve Needleman, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]
Name Deborah R. Stussman
(typed or printed)



(Seal)

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**GRANT DEED EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE: (3970 – 3972 ½ SOUTH FIGUEROA STREET APN: 5037-032-033)
LOT 34 AND THE NORTH 10 FEET OF LOT 35 IN BLOCK 15 OF ZOBELIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT TWO:

PARCEL 1: (3974 – 3998 SOUTH FIGUEROA STREET APN: 5037-032-040)

LOTS 1 AND 2, TRACT 2411, IN THE CITY AND COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26, PAGES 77 TO 79 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER.

PARCEL 2: (3974 – 3998 SOUTH FIGUEROA STREET APN: 5037-032-040)

LOTS 17, 18, 35, 36, 37, AND 38, BLOCK 15 OF ZOBELIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, IN THE CITY AND COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER.

EXCEPT THE NORTH 10 FEET OF SAID LOT 35.

ALSO EXCEPTING THEREFROM PARCELS 1 AND 2 ABOVE, ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND OTHER KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITHOUT ANY RIGHT OF ENTRY ONTO THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET, AS RESERVED BY DENMARST, LTD., A GENERAL PARTNERSHIP, IN THE DEED RECORDED ON FEBRUARY 11, 1982 AS DOCUMENT NO. 82-156136.

TRACT THREE: (3959 FLOWER DRIVE APN: 5037-032-043)

LOT 13 AND THE SOUTH 10 FEET OF LOT 12 IN BLOCK 15 OF ZOBELIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT FOUR: (3953 FLOWER DRIVE APN: 5037-032-042)

THE SOUTH 20 FEET OF LOT 11 AND THE NORTH 40 FEET OF LOT 12, BLOCK 15 OF ZOBELIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THOSE PORTIONS OF LOTS 9, 10, 11 AND 12, BLOCK 15 OF ZOBELEIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, AS PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN DEED RECORDED JUNE 1, 1993 AS INSTRUMENT NO. 93-1029469, BOUNDED EASTERLY BY FLOWER DRIVE, SHOWN ON SAID MAP AS FLOWER STREET AND BOUNDED WESTERLY AND SOUTHERLY BY THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE EASTERLY LINE OF LOTS OF SAID TRACT, SAID POINT BEING DISTANT ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF LOT 10 OF SAID TRACT NORTH 00° 15' 18" WEST 40.13 FEET FROM THE SOUTHEASTERLY CORNER OF THE NORTHERLY 10.00 FEET OF SAID LOT 10; THENCE SOUTH 5° 26' 11" WEST, 37.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 68° 28' 29", AN ARC DISTANCE OF 27.49 FEET TO A POINT OF REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 40.00 FEET A RADIAL LINE OF SAID REVERSE CURVE THROUGH THE LAST MENTIONED POINT BEARS NORTH 16° 04' 20" WEST; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH AN ANGLE OF 211° 39' 12", AN ARC DISTANCE OF 147.76 FEET.

EXCEPTING THEREFROM THOSE PORTIONS INCLUDED WITHIN THE SOUTH 40.00 FEET OF SAID LOT 10 AND THE NORTH 30.00 FEET OF SAID LOT 11.

EXCEPTING ANY AND ALL GAS, OIL AND MINERAL RIGHTS, SURFACE OR SUBSURFACE, AS EXCEPTED IN THE DEED FROM WILLIAM CONRAD, A SINGLE MAN, RECORDED MARCH 1, 1971 AS INSTRUMENT NO. 2806.

TRACT FIVE: (3970 SOUTH FIGUEROA STREET APN: 5037-032-032)
LOT 33 IN BLOCK 15 OF ZOBELEIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT SIX: (3965 FLOWER DRIVE APN: 5037-032-044)
LOT 14 IN BLOCK 15 OF ZOBELEIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TRACT SEVEN: (3950 & 3956 SOUTH FIGUEROA STREET APN: 5037-032-030 & 031)
LOTS 31 AND 32 IN BLOCK 15 OF ZOBELEIN'S GRAND AVENUE AND FIGUEROA STREET TRACT, AS PER MAP RECORDED IN BOOK 9, PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR AS SUCCESSOR LESSOR OF THE ABOVE DESCRIBED LOTS 31 AND 32, UNDER THAT CERTAIN COMMUNITY OIL AND GAS LEASE DATED MAY 17, 1958 BY LILLIAN H. CUBLEY AND OTHERS AS LESSOR, AND STANDARD OIL COMPANY OF CALIF., AS LESSEE, INCLUDING ALL RIGHT TO PARTICIPATE IN THE BENEFITS ACCRUING TO THE GRANTOR BY REASON THEREOF.

END OF LEGAL DESCRIPTION