

**Project Location:**

Thomas Guide Page 4551, Grid C-3  
Centre Pointe Plaza  
26415 Carl Boyer Drive  
Santa Clarita, CA  
91350

**City Planning Department:**

City of Santa Clarita  
Planning and Economic Development  
23920 Valencia Boulevard  
Suite 300  
Valencia, CA  
91355  
Tel: 661.255.4330

**Property Owner:**

Spirit Properties, LTD  
Contact: Brooke Rege  
20731 Centre Pointe Parkway  
Santa Clarita, CA  
91350  
Tel: 661.259.5605  
Email: brooker@spiritholding.com

**Sign Contractor / Installer:**

BK Signs, Inc.  
1028 Kirkwall Rd.  
Azusa, CA  
91702  
Tel: 626.334.5600  
State Lic. # 746856 / Class C-45  
(exp. 3/31/08)  
Workers Comp: National Union / AIG  
Policy # 460-0723  
(exp. 1/1/08)

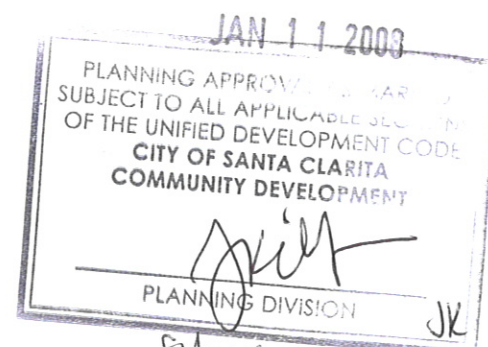
**Signage Consultant:**

Image Factor, Inc.  
Contact: Cary Llewelyn  
29005 Avenue Penn  
Valencia, CA  
91355  
Tel: 661.295.0624  
Email: cary@imagefactor.com

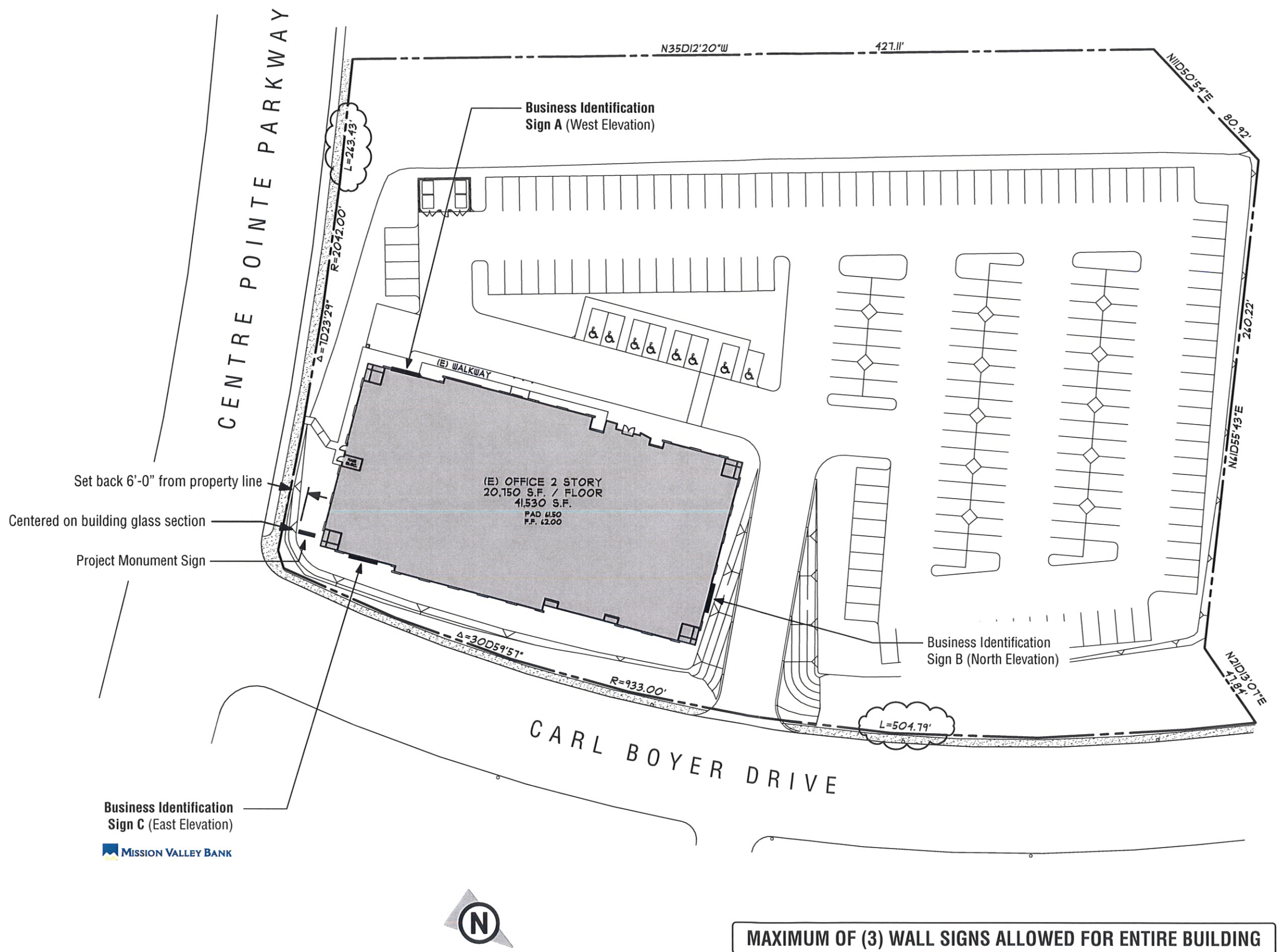



**Governing Agency:**

Centre Pointe Architectural Review  
Committee (ARC)  
c/o Spirit Properties  
Contact: Brooke Rege  
21070 Centre Pointe Parkway  
Santa Clarita, CA  
91350  
Tel: 661.259.5605  
Email: brooker@spiritholding.com



*subject to MC# 07-158  
Approval to install monument sign*



**Business Identification Sign C (East Elevation)**  


**MAXIMUM OF (3) WALL SIGNS ALLOWED FOR ENTIRE BUILDING**

**PROJECT SITE PLAN**

Centre Pointe Plaza  
 26415 Carl Boyer Drive  
 Santa Clarita, CA  
 91350

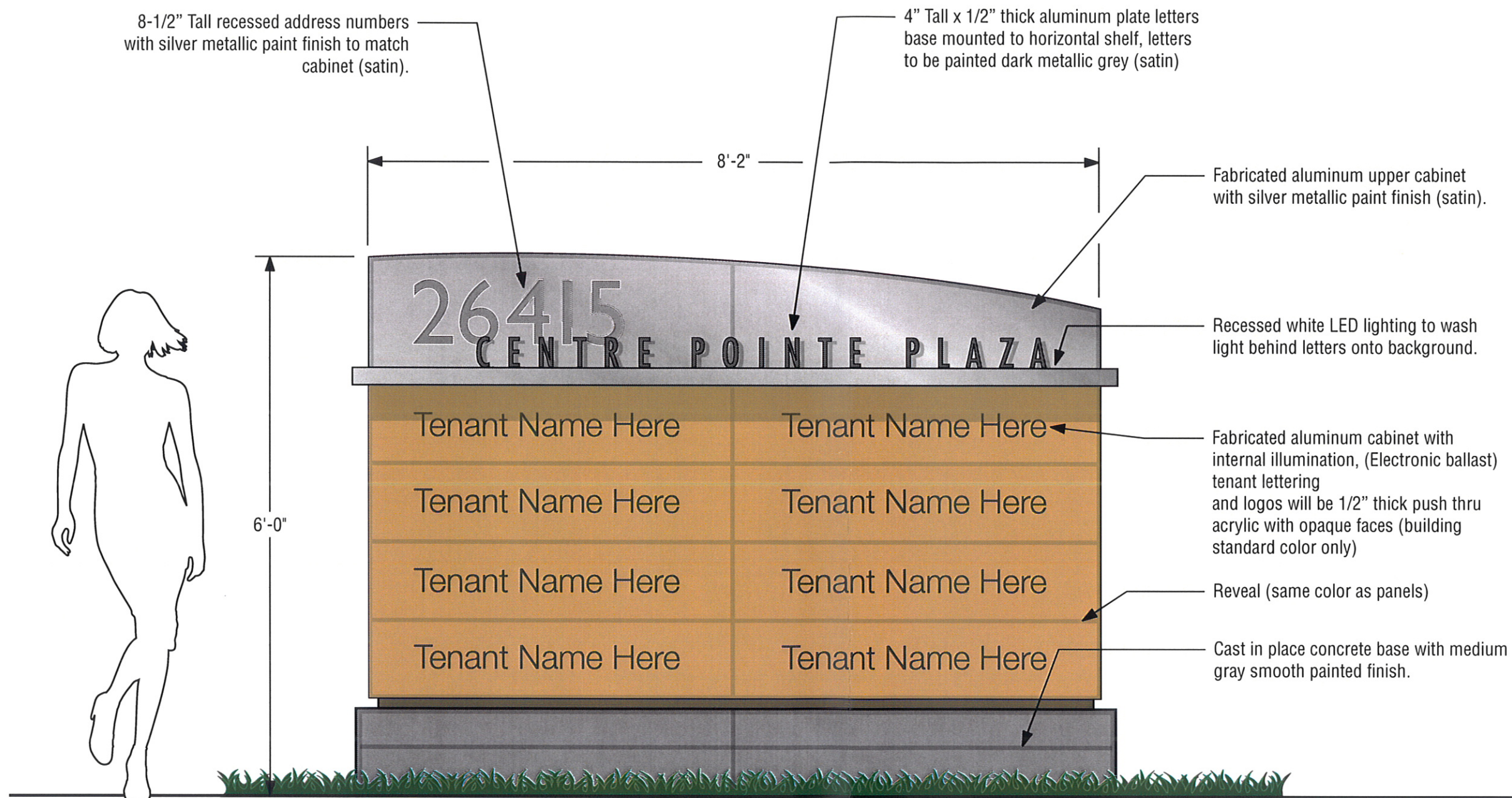
Date  
 1/3/08  
 Scale  
 As Noted  
 Drawn by  
 Cary Llewelyn

**imagefactor**

29005 Avenue Penn  
 Valencia, California  
 91355  
 t. 661.295.0624  
 f. 661.295.0628  
 imagefactor.com



CONSULTATION  
 DESIGN  
 FABRICATION



DOUBLE SIDED TENANT MONUMENT SIGN | Tenants may use their corporate logos but all tenant lettering must match building standard color

MONUMENT SIGN ELEVATION

Centre Pointe Plaza  
26415 Carl Boyer Drive  
Santa Clarita, CA  
91350

Date

1/3/08

Scale

3/4" = 1'-0"

Drawn by

Cary Llewelyn



imagefactor

29005 Avenue Penn

Valencia, California

91355

t. 661.295.0624

f. 661.295.0628

imagefactor.com



CONSULTATION  
DESIGN  
FABRICATION

MONUMENT SIGN SECTION / FOOTING

Centre Pointe Plaza  
26415 Carl Boyer Drive  
Santa Clarita, CA  
91350

Date  
1/3/08

Scale  
As Noted

Drawn by  
Cary Llewelyn



imagefactor

29005 Avenue Penn  
Valencia, California

91355

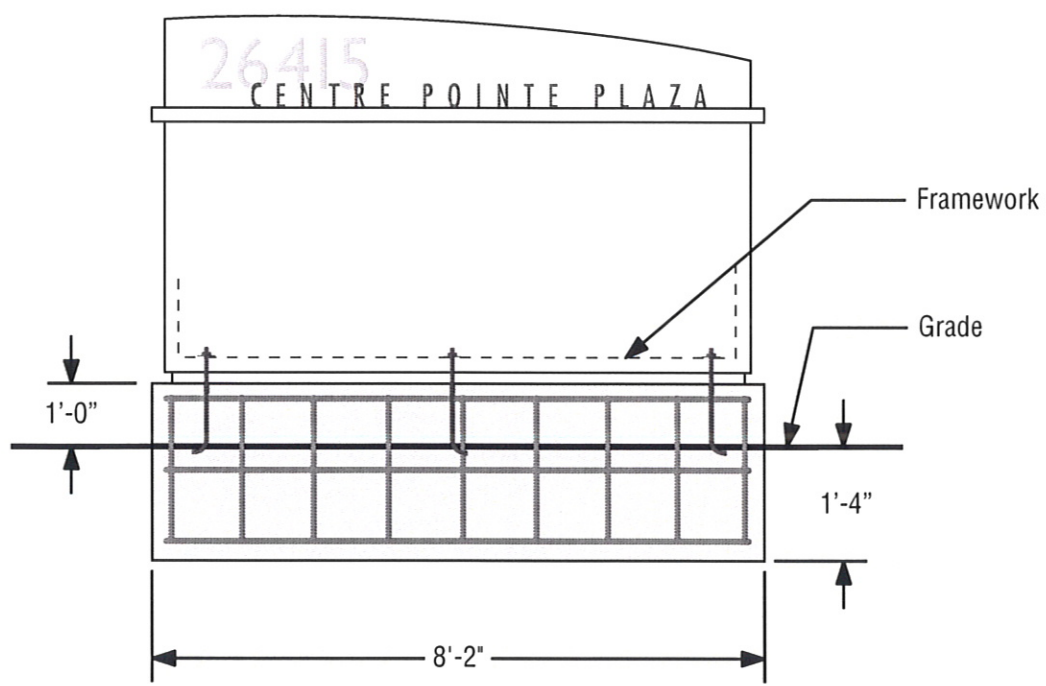
t. 661.295.0624

f. 661.295.0628

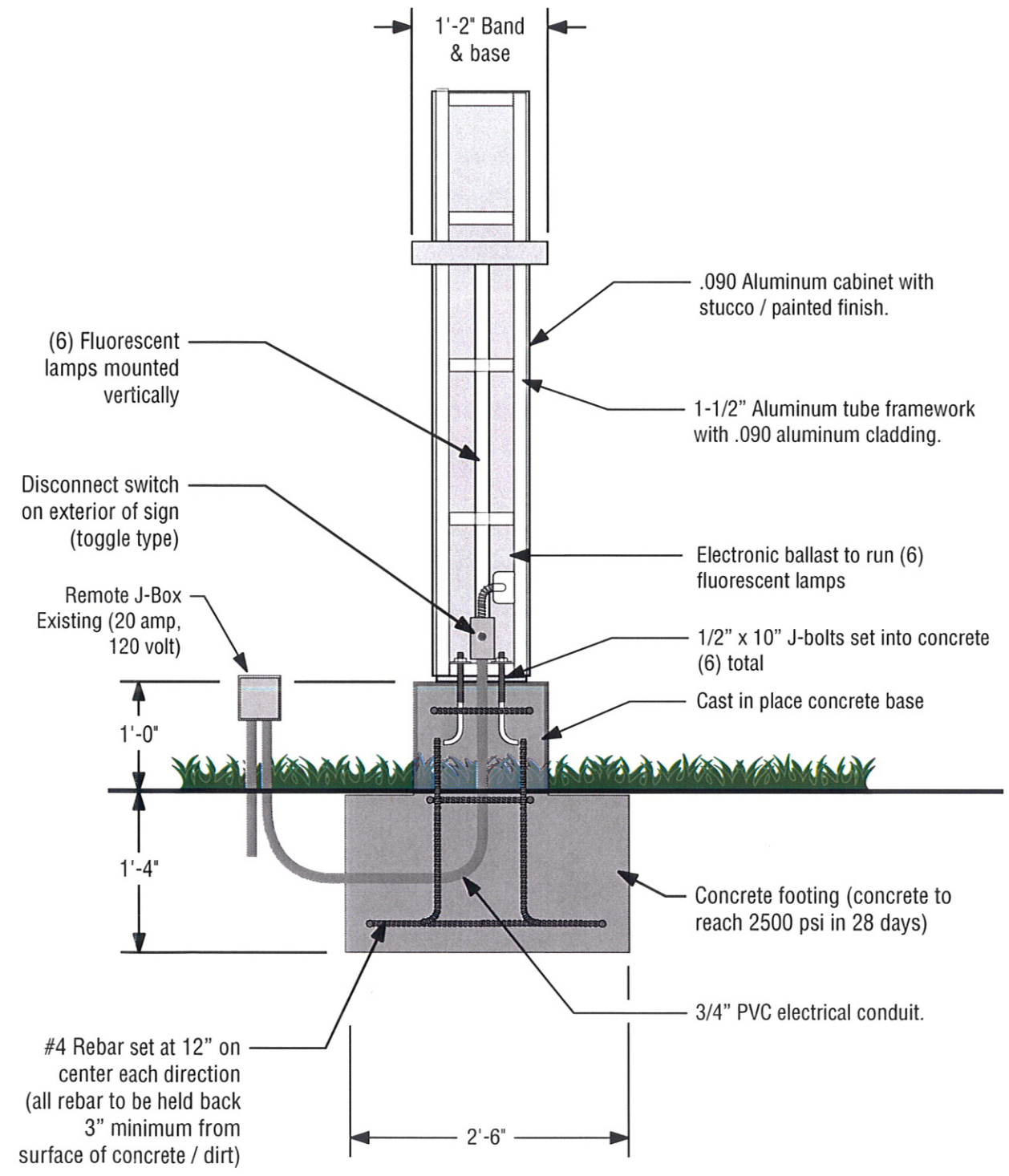
imagefactor.com



CONSULTATION  
DESIGN  
FABRICATION



FOOTING ELEVATION



MONUMENT FOOTING SECTION



CITY OF SANTA CLARITA  
Master Case Number 07-079  
Sign Review 07-011  
Per Unified Development Code Section 17.19

Date: May 21, 2008

Applicant: Randy Wrage  
21070 Centre Pointe Pointe Pkwy  
Santa Clarita, CA 91350

Request: The applicant is requesting approval for a Sign Review (SR) permit for enhanced signage for two (2) pylon signs and one (1) gas pricing sign at Centre Pointe Marketplace, APN: 2836-016-039, 044.

Findings: The Community Development Department has determined that the applicant's request is a reasonable and conforming use of the property along with the application of conditions of approval. The determination has been made that the principles and standards required by the Unified Development Code have been applied to this decision. Therefore, this sign review proposal is approved, subject to the following conditions:

CONDITIONS OF APPROVAL / MITIGATION MEASURES

GENERAL

- GC1. The approval of this project shall expire if not put into use within one (1) year from the date of conditional approval, unless it is extended in accordance with the terms and provisions of the City of Santa Clarita's Unified Development Code.
- GC2. The applicant may file for an extension of the conditionally approved project prior to the date of expiration. If such an extension is requested, it must be filed no later than sixty (60) days prior to expiration.
- GC3. The applicant shall be responsible for notifying the Director of Community Development, in writing, of any change in ownership, designation of a new engineer, or change in the status of the developer, within 30 days of said change.



- GC4. Unless otherwise apparent from the context, the term "applicant" shall include the applicant and any other persons, corporation, or other entity making use of this grant. The applicant shall defend, indemnify, and hold harmless the City of Santa Clarita, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attach, set aside, void, or annul the approval of this Project by the City, which action is provided for in Government Code Section 66499.37. In the event the City becomes aware of any such claim, action, or proceeding, the City shall promptly notify the applicant, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing contained in this Condition prohibits the City from participating in the defense of any claim, action, or proceeding, if both of the following occur: 1) The City bears its own attorneys' fees and costs; and 2) the City defends the action in good faith. The applicant shall not be required to pay or perform any settlement unless the settlement is approved by the applicant.
- GC5. The property shall be developed and maintained in substantial conformance with the approvals granted by the City. Any modifications shall be subject to further review by the City.
- GC6. The applicant and property owner shall comply with all inspection requirements as deemed necessary by the City of Santa Clarita.
- GC7. The owner, at the time of issuance of permits or other grants of approval agrees to develop the property in accordance with City codes and other appropriate ordinances such as the Building Code, Plumbing Code, Grading Code, Highway Permit Ordinance, Mechanical Code, Unified Development Code, Sanitary Sewer and Industrial Waste Ordinance, Electrical Ordinance and Fire Code.
- GC8. The applicant must sign and notarize the attached affidavit to confirm acceptance of the conditions of this grant. The notarized affidavit must be returned to the Planning Division before approval is granted.
- GC9. It is hereby declared and made a condition of this permit that if any condition hereof is violated, or if any law, statute, or ordinance is violated, the City may commence proceedings to revoke this approval.

#### PLANNING DIVISION

- PL1. The applicant is granted approval for the proposed sign review permit for two 20-foot tall, 160 square-foot pylon signs and one 5-foot tall, 40 square-foot gas pricing sign for Centre Pointe Marketplace, subject to the following conditions of approval. Any changes or modifications to the proposed sign program shall be subject to the review and approval of the Director of Community Development.

- PL2. The project shall be developed in substantial conformance with the approved sign program (Attachment A) on file with the Planning Division. Any changes shall be subject to the review and approval of the Director of Community Development.
- PL3. This approval does not supersede the requirements of any other affected agency or of any requirements or prohibitions in the Unified Development Code not addressed above.
- PL4. The signs shall not be located in such a manner as to impede traffic or sight visibility.
- PL5. The proposed pylon signs shall be located as indicated on the site plan and consistent with the recorded Sign Easement and Maintenance Agreement on file with the Community Development Department. Such signs shall be permanently maintained as identification for businesses located at 26471 Carl Boyer Drive (Wal Mart), 26468 Carl Boyer Drive (Sam's Club), or 26501 Carl Boyer Drive (Soledad Crossings Center).
- PL6. The applicant and property owner shall comply with all inspection requirements deemed necessary by the City of Santa Clarita.
- PL7. This approval must be used within one (1) year from the date of issuance. This approval shall be considered null and void if not acted upon by May 21, 2009.
- PL8. The applicant must sign and notarize the attached affidavit to confirm acceptance of the conditions of this permit. The notarized affidavit then must be returned to the Community Development Department before approval is granted.

Should you have any questions regarding this approval, please contact me at (661) 255-4330.

Sincerely,



James Chow

Associate Planner

**JOB INFORMATION**  
**CENTRE POINTE**  
**MARKETPLACE**  
**SANTA CLARITA, CA**

**SALESPERSON**  
**JOHN HADAYA**  
**DESIGNER**  
**R. GERIMAR**  
**SKETCH NO**  
**CENTRE04**  
**DATE**  
**05-19-2003**

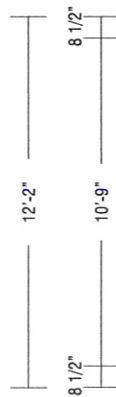
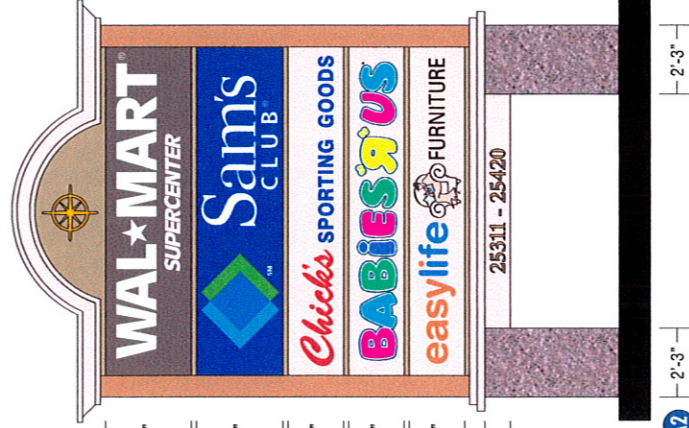
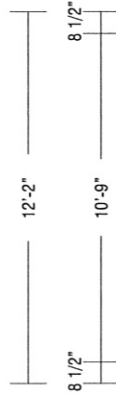
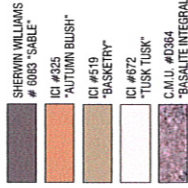
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**11-27-06 RLG**  
**11-30-06 RLG**  
**01-15-07 RLG**  
**02-06-07 RLG**  
**02-27-07 RLG**

**VOLTAGE**  
**120 VOLTS**  
 PRIMARY ELECTRICAL  
 TO SIGN LOCATIONS IS TO BE  
 PROVIDED BY OTHERS  
 A 20 AMP DEDICATED CIRCUIT  
 WITH GROUND RETURNING TO  
 THE PANEL IS REQUIRED FOR  
 ALL INSTALLATIONS

COLORS REPRESENTED  
 IN THIS DRAWING ARE FOR  
 PRESENTATION PURPOSES ONLY  
 THEY WILL NOT MATCH YOUR  
 FINISHED PRODUCT PERFECTLY  
 AND A GROUND RETURNING TO  
 THE PANEL IS REQUIRED FOR  
 ALL INSTALLATIONS

CLIENT APPROVAL

**ultrasigns**  
**ELECTRICAL ADVERTISING**  
 858-569-1400 FAX: 858-569-1453  
 5450 COMPLEX ST., STE.307,  
 SAN DIEGO, CA 92123



**NEW DOUBLE FACED INTERNALLY ILLUMINATED PYLON DISPLAY**  
 SCALE: 1/4" = 1'-0"  
 USE STANDARD ALUMINUM CONSTRUCTION WITH ANGLE FRAME AND STEEL PIPE  
 SUPPORT INTO CEMENT FOOTING.  
 SEE ENGINEERS SPECS FOR STRUCTURAL CALCULATIONS.  
 SIGN TO BE UL APPROVED AND BEAR UL LABEL.  
 VERIFY EXACT LOCATION OF SIGN PRIOR TO INSTALLATION.



JOB INFORMATION  
**CENTRE POINTE  
 MARKETPLACE  
 SANTA CLARITA, CA**

SALESPERSON  
**JOHN HADAYA**  
 DESIGNER  
**R. GERMAR**  
 SKETCH NO  
**CENTRE04**  
 DATE  
**05-19-2003**

REVISION DATES  
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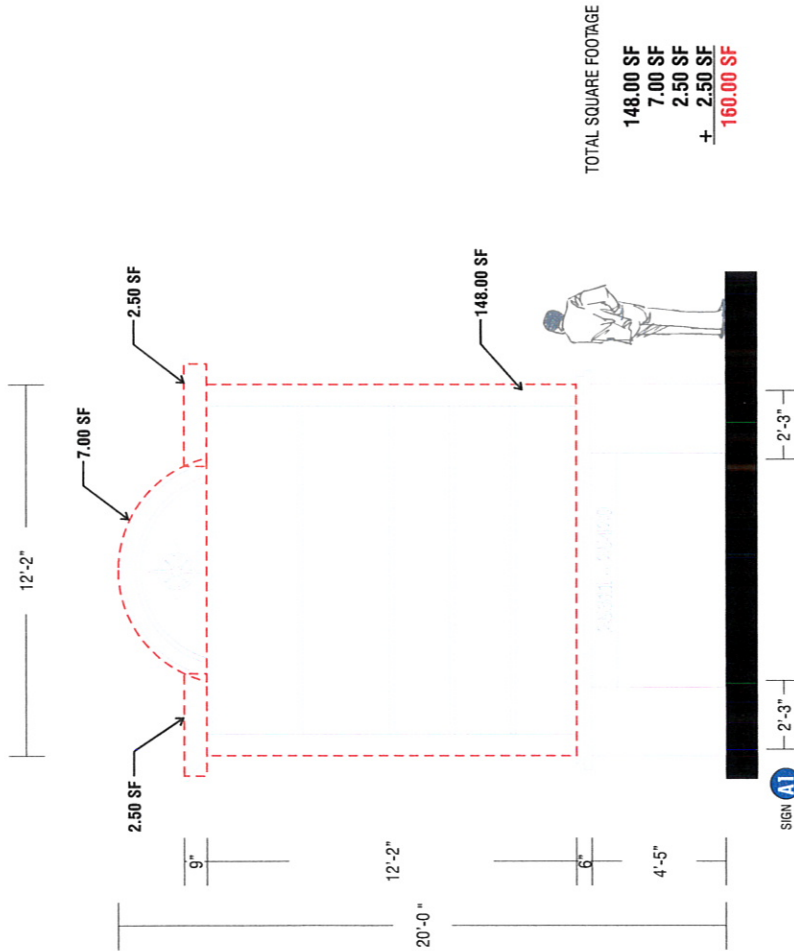
VOLTAGE  
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 PRESENTATION PURPOSES ONLY  
 THEY WILL NOT MATCH YOUR  
 FINISHED PRODUCT PERFECTLY  
 AND SHOULD BE USED AS A GUIDE  
 TO MATCH AS CLOSE AS POSSIBLE  
 THIS ORIGINAL DESIGN IS THE  
 SOLE PROPERTY OF ULTRASIGNS  
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Page 1A of 3

CLIENT APPROVAL

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 SAN DIEGO, CA 92123



JOB INFORMATION  
**CENTRE POINTE  
 MARKETPLACE  
 SANTA CLARITA, CA**

- ICI #325 "AUTUMN BUSH"
- ICI #519 "BASKETRY"
- ICI #672 "TUSK TUSK"
- C.M.U. #D364 "BASALTE INTEGRAL COLOR"

SALESPERSON  
**JOHN HADAYA**

DESIGNER  
**R. GERMAR**

SKETCH NO.  
**CENTRE04**

DATE  
**05-19-2003**

REVISION DATES

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**VOLTAGE**  
**120 VOLTS**

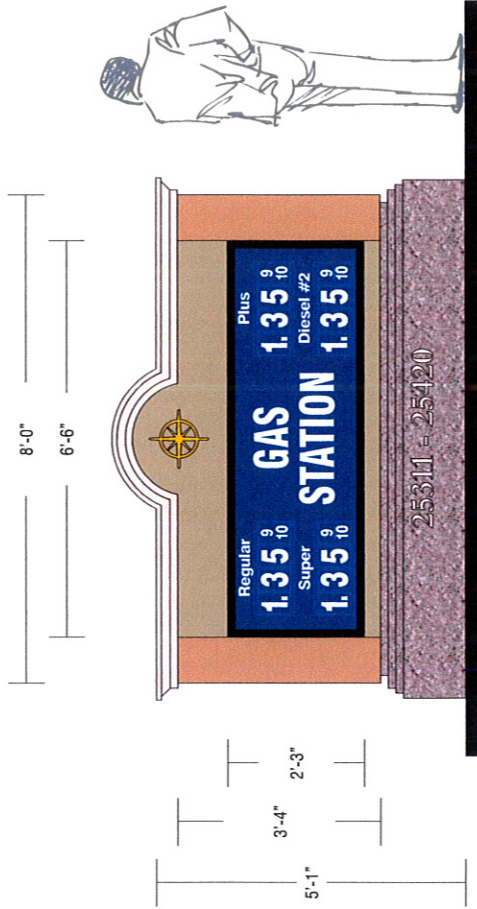
PRIMARY ELECTRICAL TO SIGN LOCATIONS IS TO BE PROVIDED BY OTHERS. A 20 AMP DEDICATED CIRCUIT WITH GROUNDING AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR ALL INSTALLATIONS.

COLORS REPRESENTED IN THIS DRAWING ARE FOR PRESENTATION PURPOSES ONLY. THEY WILL NOT MATCH YOUR FINISHED PRODUCT PERFECTLY. COLORS MAY VARY AS MUCH AS CLOSE AS POSSIBLE TO THE ORIGINAL DESIGN IS THE SOLE PROPERTY OF ULTRASIGNS. IT CANNOT BE REPRODUCED, COPIED OR EMITTED IN WHOLE OR IN PART WITHOUT FIRST OBTAINING WRITTEN CONSENT FROM ULTRASIGNS.

Page 2 of 3

CLIENT APPROVAL

**ultrasigns**  
 ELECTRICAL ADVERTISING  
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 5450 COMPLEX ST., STE.307,  
 SAN DIEGO, CA 92123



**B** NEW DOUBLE FACED INTERNALLY ILLUMINATED MONUMENT DISPLAY

- SCALE: 1/2" = 1'-0"
- USE STANDARD ALUMINUM CONSTRUCTION WITH ANGLE FRAME AND STEEL PIPE SUPPORT INTO CEMENT FOOTING.
- SEE ENGINEERS SPECS FOR STRUCTURAL CALCULATIONS.
- SIGN TO BE UL APPROVED AND BEAR UL LABEL.
- VERIFY EXACT LOCATION OF SIGN PRIOR TO INSTALLATION.



Recording Requested By and  
When Recorded Return To:

Wal-Mart Real Estate Business Trust  
Sam's Real Estate Business Trust  
c/o J. Matthew Wilcox, Esq.  
Gresham Savage Nolan & Tilden  
550 E. Hospitality Lane, Suite 300  
San Bernardino, CA 92408

(Space Above This Line For Recorder's Use)

**SANTA CLARITA (E), CA  
STORE NOS. 3523-00 & 4824-00**

### **SIGN EASEMENT AND MAINTENANCE AGREEMENT**

This Sign Easement And Maintenance Agreement ("Agreement") is made and entered into to be effective as of this 28th day of February, 2008 ("Effective Date"), by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart"), SAM'S REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Sam's"), and SPIRIT PROPERTIES, LTD., a California corporation ("Spirit"). Hereafter Wal-Mart, Sam's and Spirit are sometimes referred to as a "Party" and collectively as the "Parties".

#### **RECITALS**

WHEREAS, Wal-Mart is the owner of certain real property referred to herein as the "Wal-Mart Tract", as depicted on the site plan attached hereto as Exhibit "A" hereof ("Site Plan"), said Wal-Mart Tract being more particularly described in Exhibit "B" hereof;

WHEREAS, Sam's is the owner of certain real property referred to herein as the "Sam's Tract", as depicted on the Site Plan and as more particularly described in Exhibit "C" hereof;

WHEREAS, Spirit is the owner of certain real property referred to herein as the "Residential Parcel", as shown on the Site Plan and as more particularly described in Exhibit "D" hereof;

WHEREAS, the owner of the "Developer Tract", as shown on the Site Plan, is not a party to this Agreement; and

WHEREAS, Spirit, Sam's and Wal-Mart wish to establish certain easements for the construction and maintenance of certain signs and also to provide for the sharing of certain maintenance costs related to such signs and to certain common drive aisles.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, the Parties agree as follows:

### 1. Sign Easements

- a. Sign – Golden Triangle. Spirit hereby grants to Wal-Mart and Sam's and their successors and assigns an appurtenant easement to construct, operate and maintain, a pylon sign on the Residential Parcel ("Golden Triangle Sign") in the location depicted on the Site Plan as "Pylon Sign". At any time, upon the request of Sam's, Spirit shall process a lot line adjustment ("Lot Line Adjustment") to adjust the lot line of the Residential Parcel to provide that the area encumbered by the easement will be located on the Sam's Tract ("Easement Area"). In connection with the processing of any such Lot Line Adjustment, Sam's shall pay all fees associated with such Lot Line Adjustment and Spirit agrees to sign all applications and other documents required to process the Lot Line Adjustment and to transfer and convey the Easement Area to Sam's (title to the Easement Area will be held by Sam's). The Easement Area will be conveyed by Spirit to Wal-Mart, at no cost to Sam's.
- b. Sign – Golden Valley. Subject to obtaining all requisite approvals for additional sign panels on such sign, Wal-Mart hereby grants to Spirit and its successors and assigns an appurtenant easement to construct, operate and maintain up to a total of three (3) sign panels on the sign constructed on the Wal-Mart Tract ("Golden Valley Sign") in the location depicted on the Site Plan as Golden Valley Sign ("Sign Panel Easement"). The Sign Panel Easement will be for approved sign panels under the Wal-Mart and Sam's sign positions, which will be at the top of both sides of both the Golden Triangle Sign and Golden Valley Sign (as set forth in Section 1.c below).
- c. Sign Panel Positions. Wal-Mart and Sam's will have the top two (2) and most prominent sign positions on both sides of the Golden Triangle Sign and Golden Valley Sign. Spirit shall have the right to designate the participants on any additional panels on the Golden Triangle Sign and Golden Valley Sign.

2. Maintenance of Golden Triangle Sign and Golden Valley Sign. Wal-Mart shall maintain the Golden Valley Sign, at its sole cost and expense. Spirit shall maintain the Golden Triangle Sign, at its sole cost and expense; provided, however, that Wal-Mart shall have the right to assume the maintenance of the Golden Triangle Sign by providing written notice of such election to Spirit. In the event that Wal-Mart assumes the maintenance of the Golden Triangle Sign and is therefore maintaining both the Golden Triangle Sign and Golden Valley Sign,

Wal-Mart shall have the right to elect to invoice Spirit for its prorata share of the costs incurred in maintaining such signs. Such election to invoice Spirit for Spirit's prorata share of the costs incurred in maintaining such signs shall be exercisable by providing written notice to Spirit ("Notice of Intent to Invoice"). From and after the date that Wal-Mart provides a Notice of Intent to Invoice to Spirit, Spirit shall reimburse Wal-Mart forty-nine and 2/10ths percent (49.2%) of the costs incurred by Wal-Mart in maintaining such signs, within thirty (30) days of receipt of an invoice from Wal-Mart, which invoice may be given by Wal-Mart to Spirit, from time-to-time.

3. Common Drive Aisle Maintenance. Wal-Mart shall maintain those certain common drive aisles that are depicted on the Site Plan as "Required Road". Wal-Mart shall have the right to elect to invoice Spirit for the costs incurred in maintaining the Required Road by providing a Notice of Intent to Invoice to Spirit with respect to the maintenance of the Required Road. From and after the date that Wal-Mart provides a Notice of Intent to Invoice with respect to the Required Road, Spirit shall reimburse Wal-Mart twenty-eight and one-half percent (28.5%) of the maintenance costs incurred by Wal-Mart in maintaining such Required Road within thirty (30) days of its receipt of an invoice from Wal-Mart, which invoice may be given from time-to-time.

4. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.


[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

WITNESS:

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

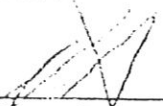
By: Frances Coburn 1/5/08  
Name: FRANCES COBURN  
Its: Regional Vice-President Director  
Date: 2-28-08

(Corporate)

WITNESS:

SAM'S REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

By: Frances Coburn 1/5/08  
Name: FRANCES COBURN  
Its: Regional Vice-President Director  
Date: 2-28-08

(Corporate)

SPIRIT PROPERTIES, LTD., a California corporation

By: Leey Peterson 1/5/08  
Name: Leey Peterson  
Its: President  
Date: \_\_\_\_\_

STATE OF Arkansas )  
 )  
COUNTY OF Benton )

On February 28, 2008, before me, Som Kingkithisak, a Notary Public, in and for said County and State, personally appeared FRANCES Coberly, 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 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.

Som Kingkithisak  
Notary Public



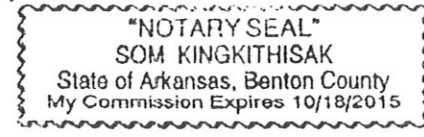
STATE OF Arkansas )  
 )  
COUNTY OF Benton )

On February 28, 2008, before me, Som Kingkithisak, a Notary Public, in and for said County and State, personally appeared FRANCES Coberly, 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 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.

Som Kingkithisak  
Notary Public





STATE OF California )

COUNTY OF Los Angeles )

On January 5 2008, before me, Kelly Benson a Notary Public, in and for said County and State, personally appeared LARRY BOSMISSEN, 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 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.

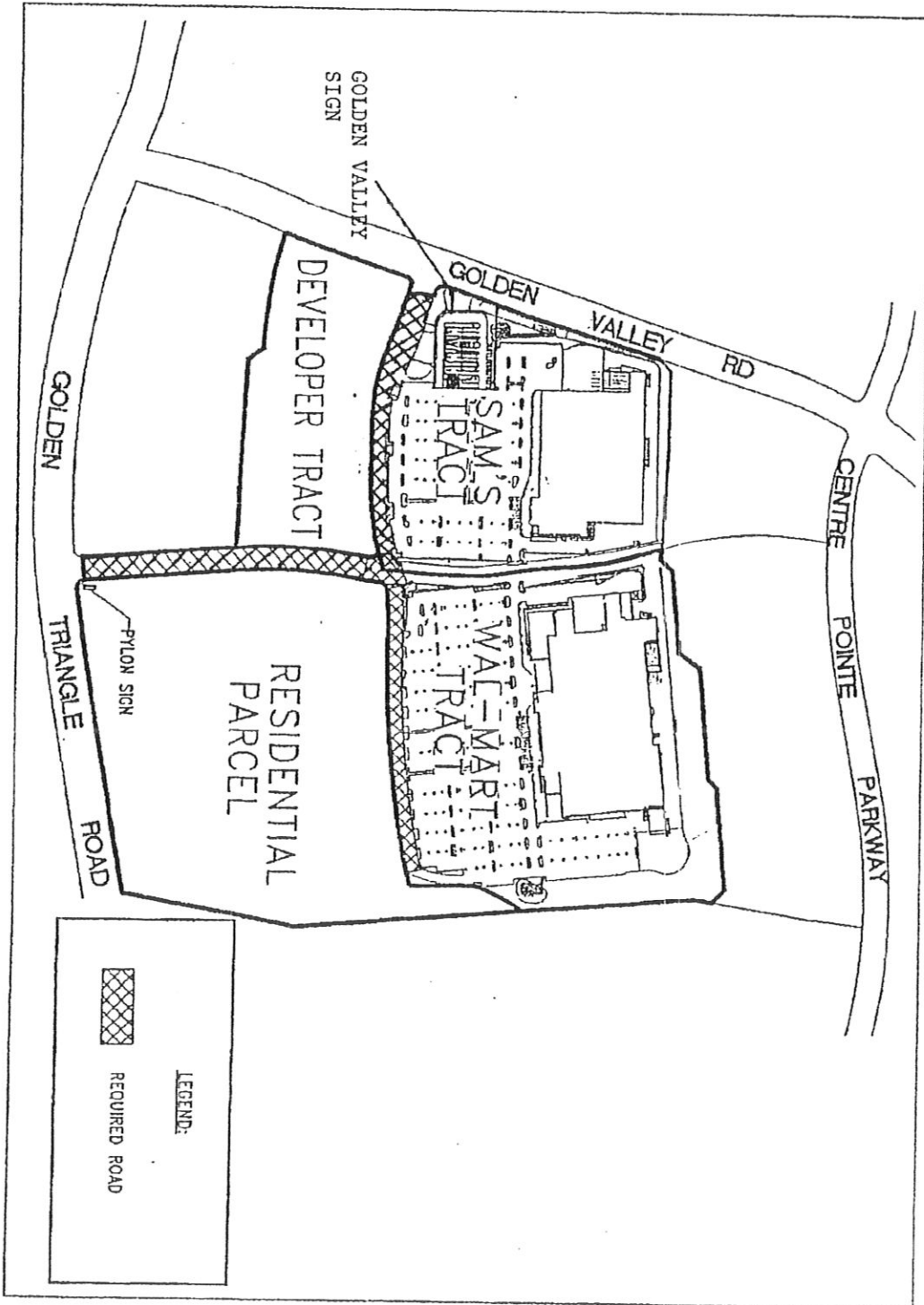
WITNESS my hand and official seal.



Kelly Benson  
Notary Public

**SITE PLAN**

EXHIBIT "A"



GOLDEN VALLEY SIGN

DEVELOPER TRACT

GOLDEN VALLEY RD

SAM'S TRACT

WAL-MART TRACT

CENTRE POINTE

PARKWAY

GOLDEN TRIANGLE ROAD

PYLON SIGN

RESIDENTIAL PARCEL



LEGEND:

REQUIRED ROAD

## WAL-MART TRACT

All that certain real property located in the City of Santa Clarita, County of Los Angeles, State of California, as more particularly described as follows:

LOT 1 OF TRACT NO. 42670-08, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED APRIL 22, 2004, IN BOOK 1289, PAGES 3 TO 11 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

## SAM'S TRACT

All that certain real property located in the City of Santa Clarita, County of Los Angeles, State of California, as more particularly described as follows:

LOTS 2 AND 3 OF TRACT NO. 42670-08, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED APRIL 22, 2004, IN BOOK 1289, PAGES 3 TO 11 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "C"

## RESIDENTIAL PARCEL

All that certain real property located in the City of Santa Clarita, County of Los Angeles, State of California, more particularly described as follows:

PORTION REMAINDER OF TENTATIVE TRACT NO. 42670, NORTHERLY OF LOT 1 OF TRACT NO. 42670-08, MORE SPECIFICALLY DESCRIBED AS:

THAT PORTION OF THE RANCHO SAN FRANCISCO, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP RECORDED IN BOOK 1, PAGES 521 AND 522, OF PATENTS, RECORDS OF SAID COUNTY SHOWN ON MAP OF TRACT NO. 42670-08 FILED IN BOOK 1289 PAGES 3 TO 11, OF MAPS, RECORDS OF SAID COUNTY AS "DESIGNATED REMAINDER" BOUNDED AS FOLLOWS:

BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF LOT 1 OF SAID TRACT NO. 42670-08;

BOUNDED ON THE EAST BY THE 72 FOOT WIDE PRIVATE DRIVEWAY AND FIRE LANE AS SHOWN ON LAST SAID MAP; AND

BOUNDED ON THE WEST BY THE 100 FOOT WIDE STRIP OF LAND OF CITY LOS ANGELES DEPARTMENT OF WATER AND POWER AS SHOWN ON LAST SAID MAP.

EXHIBIT "D"