ATTACHMENT 10
DATA REQUEST NO. 25

BEACH EROSION CONTROL PLAN

RESPONSE TO DATA REQUESTS
MARCH 8, 2001

NO	DATE	ROLL NO
26507	02/15/84	84-R037

FORM RW 128 REV. ... S.C.E. CO.

DISTRIBUTION OF COPIES							
	A.S.I.C		ENGINEERING		OPERATING	X	R/W, DRAFTING/TITLE
	COMPT. ACCTS. PAY.		EXECUTIVE		PURCHASING		R/W
X	COMPT. GEN. ACCT.		LAW	X	TREASURER, INSUR.		
X	COMPT. PLANT ACCT.	X	OIL AND GAS	X	TREASURER, TAX		
	COMMERCIAL		OPERATING, MAPPING		VALUATION		
	CLAIMS		OPERATING, JOINT POLE	X	R/W FILES		

DOCUMENT TRANSMITTAL—NOTICE

DATE: 11-16-64

TO: RECORD DIVISION OF THE SECRETARY'S DEPT.

DOCUMENT NO.: 217784 NOV 27 '64

FROM: A. C. Schlinger, R/W and Land Dept. RIGHT OF WAY AND LAND DEPARTMENT

SUBJECT: El Segundo Steam Plant
R/W File: 20-0117

INSTRUMENT TITLE: Boundary Line Agreement

BETWEEN: Edison & State of Calif, State Lands Commission

DATED:	P. NO.:	L. S. NO.:
August 19, 1964	64-64	
SERIAL NO.:	**J. O. NO.:**	**W. O. NO.:**
32353A		Function 2414
DATE OF RECORDATION:	**BOOK:**	**PAGE:**
10-21-64	M1652	122, 123 and 124
OFFICIAL RECORDS OF COUNTY:	**RECORDERS INSTRUMENT NO.:**	
Los Angeles	4670	

COVERS:

Establishes the High Water Mark along the Shore of Santa Monica Bay as indicated on the attached drawings.

TERM: Indefinite

CONSIDERATION: None

PAID BY: -

REMARKS:

The establishment of this boundary provides Edison with an additional strip of land in fee along the westerly side of the El Segundo Steam Plant, which strip varies in width from 55' to 61'.

RECORD DIV. RECEIVED

NOV 19 1964

NO. 26507 DATE 02/16/84 ROLL NO. 84-R037

WHEN RECORDED MAIL TO:
Return to
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. BOX 351
LOS ANGELES 53, CALIF.
ATTENTION — R/W & LAND DEPT.

4670 BK M1652 PG 122

W.O. 5089
BLA 50

BOUNDARY AGREEMENT

THIS BOUNDARY AGREEMENT, made and entered into by and between STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (as Party of the First Part hereinafter referred to as "the State") and

FEE $3.60 3 A

SOUTHERN CALIFORNIA EDISON COMPANY (as Party of the Second Part hereinafter referred to as "Second Party")

W I T N E S S E T H

WHEREAS, the state acting through the State Lands Commission is authorized by Section 6357 of the Public Resources Code to establish by agreement the ordinary high water mark or the ordinary low water mark of the swamp, overflowed, marsh, tide or submerged lands of this State, whenever it is deemed expedient or necessary; and

WHEREAS, the Second Party appears of records as owner of certain upland along the shore of Santa Monica Bay in the vicinity of El Segundo, Los Angeles County, California; and

WHEREAS, the State of California by virtue of its sovereignty is the owner of certain tide and submerged lands in the vicinity of El Segundo, Los Angeles County, California; and

WHEREAS, the ordinary high water mark as it may have existed in its last natural state has been affected by artificial and natural processes or a combination of both; and

WHEREAS, the State Lands Commission and the Second Party consider it expedient and necessary and in the best interest of the State and the public to describe and fix permanently the ordinary high

4670

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.
10 Min. Past 2 P.M. OCT 21 1964
RAY E. LEE, County Recorder

VAULT COPY

NO. 26507 DATE 02/16/84 ROLL NO. 84-R037

water mark as the boundary between the lands belonging to the State and Second Party and forever set at rest any and all questions relating to the location of said ordinary high water mark.

NOW, THEREFORE, in order to locate, describe and permanently establish the ordinary high water mark as the true and correct boundary line between the State and Second Party, it is agreed that said boundary line is and shall be located and established as follows:

> Beginning at a point identified as L.S. Tag 2619 and shown on a Record of Survey Map filed in Book 79, pages 46 and 47 of Record of Survey Maps, in the office of the County Recorder of Los Angeles County, California; thence South 67° 42' 41" West, 55.47 feet; thence South 23° 09' 55" East, 86.92 feet; thence South 22° 00' 00" East, 533.10 feet to the intersection of the Ordinary High Water mark of 1935 with the Southwesterly prolongation of a line that is parallel with and 20 feet Southeasterly, measured at right angles, from the Northwesterly line of 45th Street, as shown on the Map of Tract No. 4103, recorded in Book 46, page 8, of Maps, in the office of said County Recorder, said point of intersection being the TRUE POINT OF BEGINNING of this boundary line; thence the following courses and distances; North 22° 00' 00" West, 533.10 feet; North 23° 09' 55" West, 452.48 feet; North 21° 54' 19" West, 511.96 feet and North 23° 45' 14" West, 972.96 feet to the Southwesterly prolongation of the Northwesterly line of the parcel of land designated 1 on said Record of Survey Map and being the end of said boundary line.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates hereafter written:

APPROVED AS TO DESCRIPTION
P. B. PEECOOK, MGR. By [illegible]
DATE 5/17/84 R. W. & LAND DEPT.

SER. 323 53A
I.O. —
FUNC. 2414

4670

CONTRACT NO. 26507 | DATE 02/16/84 | ROLL NO. 84-R037

BK M1652 PG 124

SOUTHERN CALIFORNIA EDISON COMPANY

August 19 1964
Date of Signature

By _____
Vice-President

August 19 1964
Date of Signature

By _____
Assistant Secretary

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

On this 19th day of August in the year 1964, before me, _____, a Notary Public in and for said County and State, personally appeared SMITH B. DAVIS and W. V. RILEY known to me to be the Vice-President and Assistant Secretary, respectively, of the corporation that executed the within Instrument and acknowledged to me that such corporation executed the same.

KATHERINE M. BAIR
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Katherine M. Bair

My Commission Expires December 13, 1967

_____
Name (Typed or Printed)
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF CALIFORNIA
acting by and through
STATE LANDS COMMISSION

September 28, 1964
Date of Signature

By _____
V. J. HORTIG
Executive Officer

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

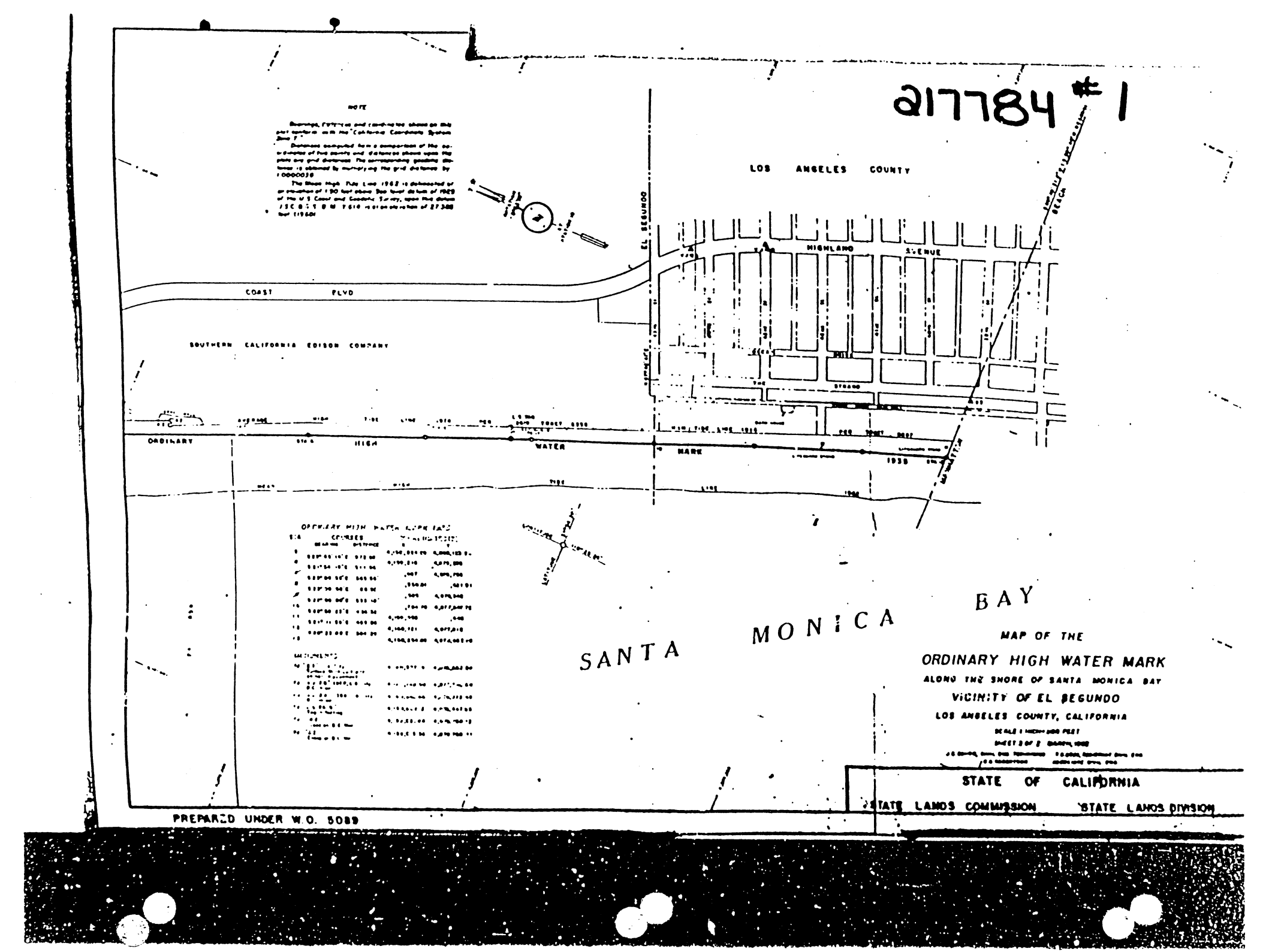
On this 28 day of September in the year 1964, before me, _____, a Notary Public in and for said County and State, personally appeared V. J. Hortig, known to me to be the Executive Officer of the State Lands Commission, and known to me to be the person who executed the within Instrument on behalf of said agency, and acknowledged to me that such agency executed the same.

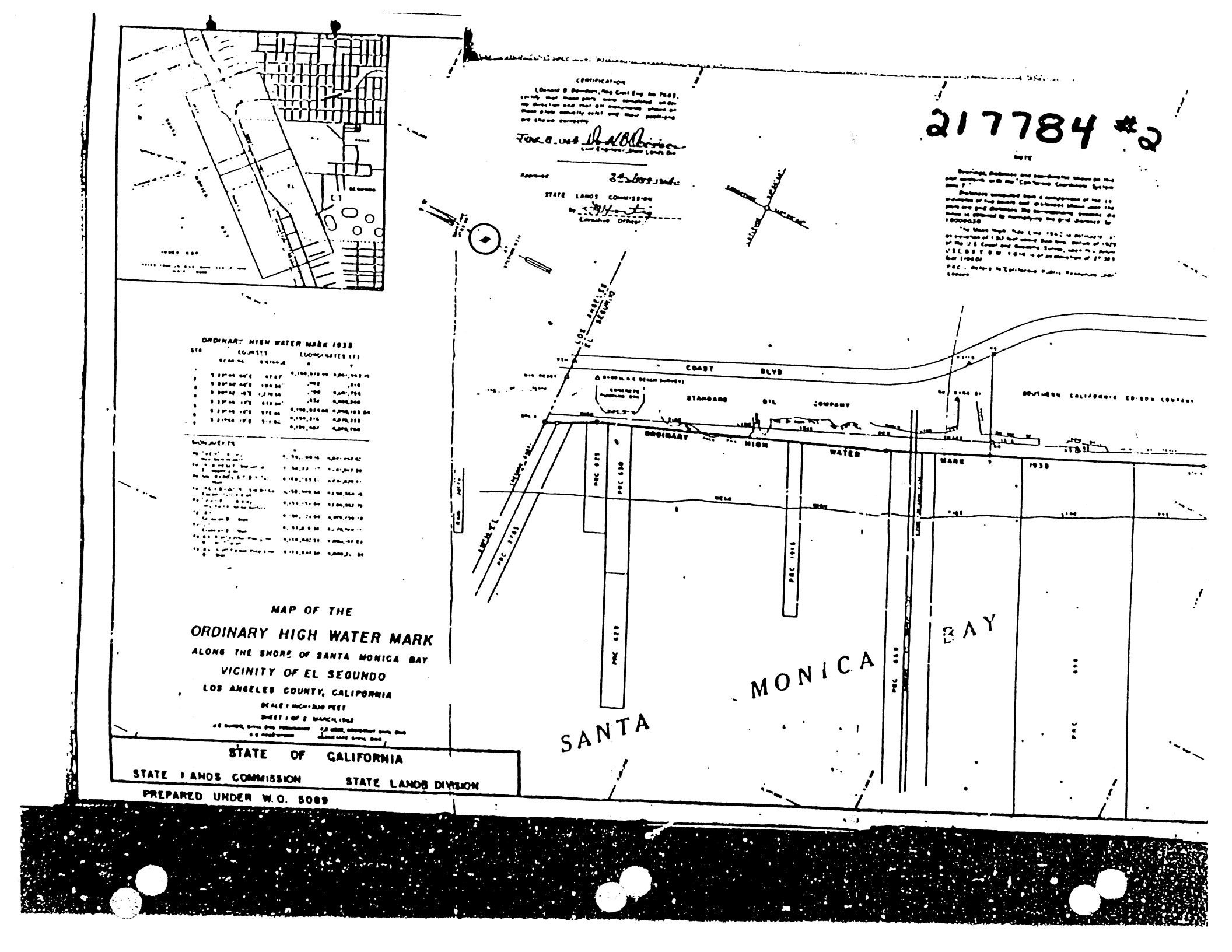
_____
MYRTLE STRATTON, Notary Public
My Commission Expires October 30, 1966

_____
Name (Typed or Printed)
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

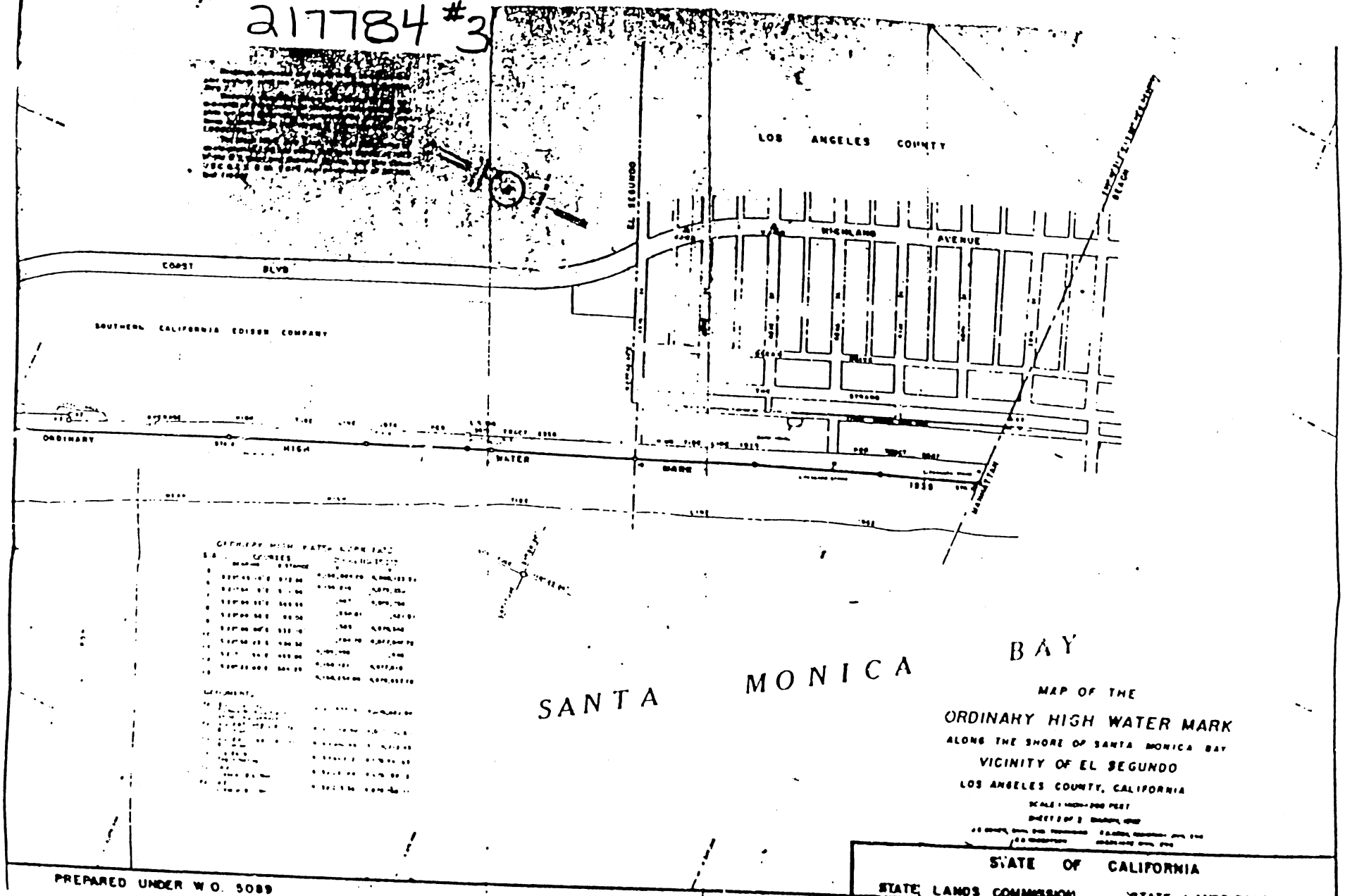
4670

VAULT COPY


217784 #1
NOTE
LOS ANGELES COUNTY
EL SEGUNDO
HIGHLAND AVENUE
COAST BLVD
SOUTHERN CALIFORNIA EDISON COMPANY
ORDINARY HIGH WATER MARK
1938
SANTA MONICA BAY
MAP OF THE
ORDINARY HIGH WATER MARK
ALONG THE SHORE OF SANTA MONICA BAY
VICINITY OF EL SEGUNDO
LOS ANGELES COUNTY, CALIFORNIA
STATE OF CALIFORNIA
STATE LANDS COMMISSION
STATE LANDS DIVISION
PREPARED UNDER W.O. 5089


217784 #2
ORDINARY HIGH WATER MARK 1938
MAP OF THE
ORDINARY HIGH WATER MARK
ALONG THE SHORE OF SANTA MONICA BAY
VICINITY OF EL SEGUNDO
LOS ANGELES COUNTY, CALIFORNIA
STATE OF CALIFORNIA
STATE LANDS COMMISSION STATE LANDS DIVISION
PREPARED UNDER W.O. 5089
COAST BLVD
STANDARD OIL COMPANY
ORDINARY HIGH WATER MARK 1938
SANTA MONICA BAY

217784 #3

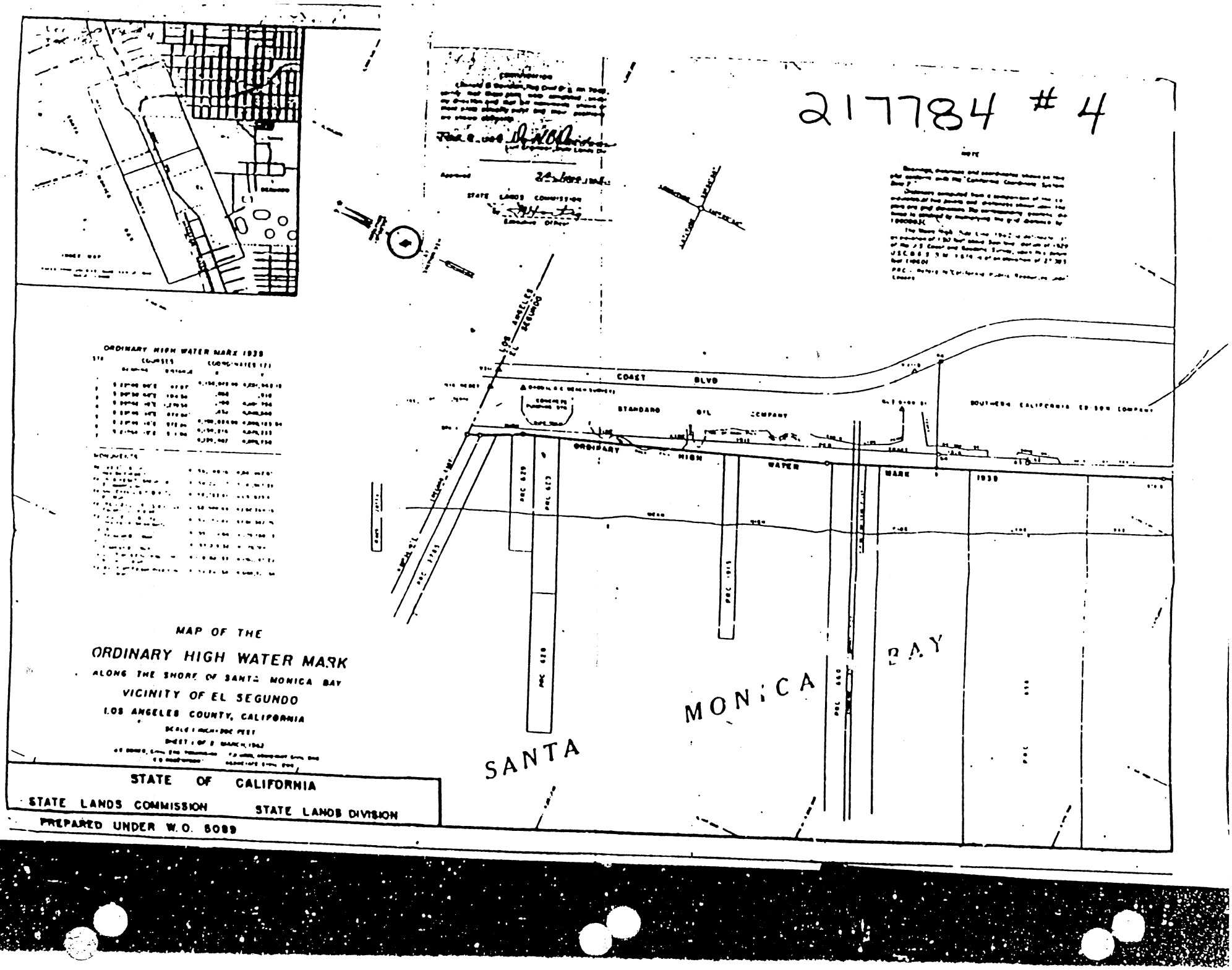


MAP OF THE
ORDINARY HIGH WATER MARK
ALONG THE SHORE OF SANTA MONICA BAY
VICINITY OF EL SEGUNDO
LOS ANGELES COUNTY, CALIFORNIA

PREPARED UNDER W.O. 5089

STATE OF CALIFORNIA
STATE LANDS COMMISSION — STATE LANDS DIVISION

217784 # 4



ORDINARY HIGH WATER MARK 1939

MAP OF THE

ORDINARY HIGH WATER MARK

ALONG THE SHORE OF SANTA MONICA BAY

VICINITY OF EL SEGUNDO

LOS ANGELES COUNTY, CALIFORNIA

STATE OF CALIFORNIA

STATE LANDS COMMISSION STATE LANDS DIVISION

PREPARED UNDER W.O. 5089

NO. 26507 DATE 02-14-85 ROLL NO. 85-R029

SOUTHERN CALIFORNIA EDISON COMPANY ORIGINAL

AGREEMENT

345498 21:05

This Agreement is entered into on the 20th day of June, 1978, by the SOUTHERN CALIFORNIA EDISON COMPANY (hereinafter referred to as "Edison") and the COUNTY OF LOS ANGELES (hereinafter referred to as "County").

1. RECITALS

This Agreement is made with reference to the following facts, among others:

1.1 County desires to restore, repair and maintain the bicycle path (hereinafter referred to as "Bicycle Path") in the vicinity of Edison's El Segundo Generating Station in the City of El Segundo.

1.2 In order to protect its property, Edison desires to have County restore, repair and maintain a rock barrier from the Southern City limits of the City of El Segundo to a point 850 feet north thereof (hereinafter referred to as the "Southern Rock Barrier") and, if Edison later restores and repairs the remaining 1635 feet of rock barrier fronting upon Edison's El Segundo Generating Station (hereinafter referred to as the "Northern Rock Barrier") to have County maintain it also.

2. SCOPE OF WORK

2.1 County shall restore and repair the Bicycle Path and Southern Rock Barrier and, during the period of such restoration and repair, shall construct and maintain a temporary bicycle bypass route. These activities are hereinafter referred to as "Work".

CORPORATE RECORDS
RECEIVED
JUN 21 1978

LA County 6/2/78

S. C. E. CO. DOCUMENT NO. 345498

2.2 County shall supervise, acquire any and all required governmental permits, engineer, plan, build, provide all labor, material, and equipment, and do all things necessary to perform the Work.

2.3 County shall review all plans and specifications for the Work with Edison prior to commencing the Work.

2.4 County shall exercise its best efforts, in performing the Work, to interfere as little as is reasonably possible with the operation of Edison's El Segundo Generating Station.

2.5 County shall at all times permit Edison to enter all areas covered by this Agreement or affected by the Work to perform any activity necessary to protect Edison's property and facilities.

2.6 County shall exercise its best efforts to complete the Work within 30 days after the effective date of this Agreement, but no later than December 31, 1978.

2.7 County shall, upon completion of the Work, return Edison's property to its original condition, including the restoration of all fences, gates and berms affected by the Work.

2.8 The obligation to perform the permanent work is subject to funds being made available in the 1978-79 budget to perform such work. If the funds are not included in said budget, then within thirty (30) days after adoption of the 1978-79 final budget, County will remove the temporary bypass and restore Edison's property to its former condition.

3. MAINTENANCE

3.1 County shall perform reasonable maintenance on the Bicycle Path and Southern Rock Barrier so long as County continues to operate the Bicycle Path.

3.2 If Edison restores and repairs the Northern Rock Barrier, County shall also perform reasonable maintenance on it so long as County continues to operate the Bicycle Path.

LA County 6/2/78

3.3 "Reasonable maintenance" as used in this Agreement excludes restoration of property and facility damaged as a result of acts of nature including but not limited to flooding, tidal action, heavy storms and earthquakes.

4. EDISON'S OBLIGATIONS

Edison shall execute a Temporary Entry Permit, a copy of which is attached hereto and which by this reference is incorporated herein, granting County permission to enter upon and use Edison's property located in the vicinity of the El Segundo Generating Station as more specifically described in the Temporary Entry Permit to perform the Work.

5. PAYMENT

5.1 County shall perform the Work and reasonably maintain the Bicycle Path and Rock Barrier(s) at no cost to Edison.

5.2 Edison shall provide County the Temporary Entry Permit pursuant to Section 4, and the use of its properties at no cost to County.

6. CONTRACTORS

County shall at all times be responsible for the acts and omissions of its contractors of any tier and persons employed by them. Nothing in this Agreement shall create any contract between a County contractor and Edison for any obligation on the part of Edison to pay, or to be responsible for the payment of, any amounts to any County contractor.

7. INDEMNITY

County shall at its own cost, defend, indemnify, and hold Edison, it officers, agents, employees, assigns, and

NO. 26507 DATE 02-14-85 ROLL NO 85-R029

successors in interest, harmless during and after performance of the Work from and against any and all liability (including liability based upon negligence and liability without fault), damages, costs, losses, claims, demands, actions, causes of action, attorney's fees, and expenses, or any of them, resulting from the death or injury to any person or damage to any property, including the property and/or personnel of Edison, to the extent caused by County, County's officials, agents, employees, its contractors of any tier, or their employees, agents, officers, or any of them, and arising out of or resulting from County's performance or nonperformance of its obligations pursuant to this Agreement or the Work.

8. INSURANCE

With respect to liabilities arising out of or resulting from County's performance or nonperformance of its obligations pursuant to this Agreement or the Work, County shall require all contractors and subcontractors to maintain policies of insurance as described below:

8.1 Workers' Compensation Insurance with statutory limits, including All States Endorsement, and Employer's Liability Insurance with limits of not less than $2,000,000. Workers' Compensation Insurance shall include Longshoremen's and Harbor Workers' Act coverage, and Outer Continental Shelf coverage as needed. County shall require such insurers furnishing such insurance to waive rights of subrogation against Edison, its officers, agents, and employees.

8.2 Comprehensive general liability insurance which shall

include personal injury, bodily injury, property damage, owner's and contractor's protective, product/completed operations, contractual and automobile liability with a combined single limit of not less than $5,000,000 each occurrence.

8.3 Towing vessels shall carry protection and indemnity insurance, including crew, cargo, excess tower's and collision liability with a limit of not less than $5,000,000 each occurrence. All other vessels shall carry protection and indemnity insurance including crew, cargo, and excess collision liability with a limit of not less than $5,000,000 each occurrence.

8.4 Such insurance issued pursuant to Sections 6.2 and 6.3 shall (i) name Edison as an additional insured but only as respects claims resulting from the performance or non-performance of contractor's obligations to County for the Work, (ii) be primary for all purposes, and (iii) contain standard cross-liability provisions.

8.5 If County, its contractor or subcontractors fail to obtain such insurance or to have Edison so named as an additional insured or if County's contractor or subcontractors cause any of the above insurance to be invalid or otherwise uncollectible, County shall indemnify and hold harmless Edison, and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damages, costs and losses which would not have been incurred by Edison if (i) such additional insured endorsement had been provided or (ii) such insurance had not been invalidated.

9. AMENDMENTS

This Agreement may be changed from time to time by agreement of the Parties in writing executed by their duly authorized representative.

10. NOTICES

Any notice pertaining to this Agreement shall be acceptable in form if documented in writing and sent registered or certified mail, postage prepaid, to County or to Edison at their respective addresses.

11. ADMINISTRATION

Each Party shall designate in writing to the other, a representative responsible for coordinating its activities pursuant to this Agreement.

12. COMPLETE AGREEMENT

This Agreement contains the entire understanding between Edison and County and their officers, officials, agents, or employees as to the subject matter of this Agreement, and merges and supersedes all prior agreements, commitments, representations, and discussions between Edison and County.

IN WITNESS WHEREOF, County and Edison have caused this Agreement, consisting of six pages, to be executed in duplicate by their duly authorized representatives as of the day and year first written above.

APPROVED AS TO FORM:
JOHN H. LARSON, County Counsel
BY

COUNTY OF LOS ANGELES
By
Name PETER F. SCHABARUM
CHAIRMAN, BOARD OF SUPERVISORS
JUN 20 1978
ATTEST: JAMES S. MIZE
EXECUTIVE OFFICER AND
CLERK OF THE BOARD OF SUPERVISORS
Deputy

APPROVED AS TO FORM
ROLLIN E. WOODBURY
Deputy County Counsel
6-1-1978

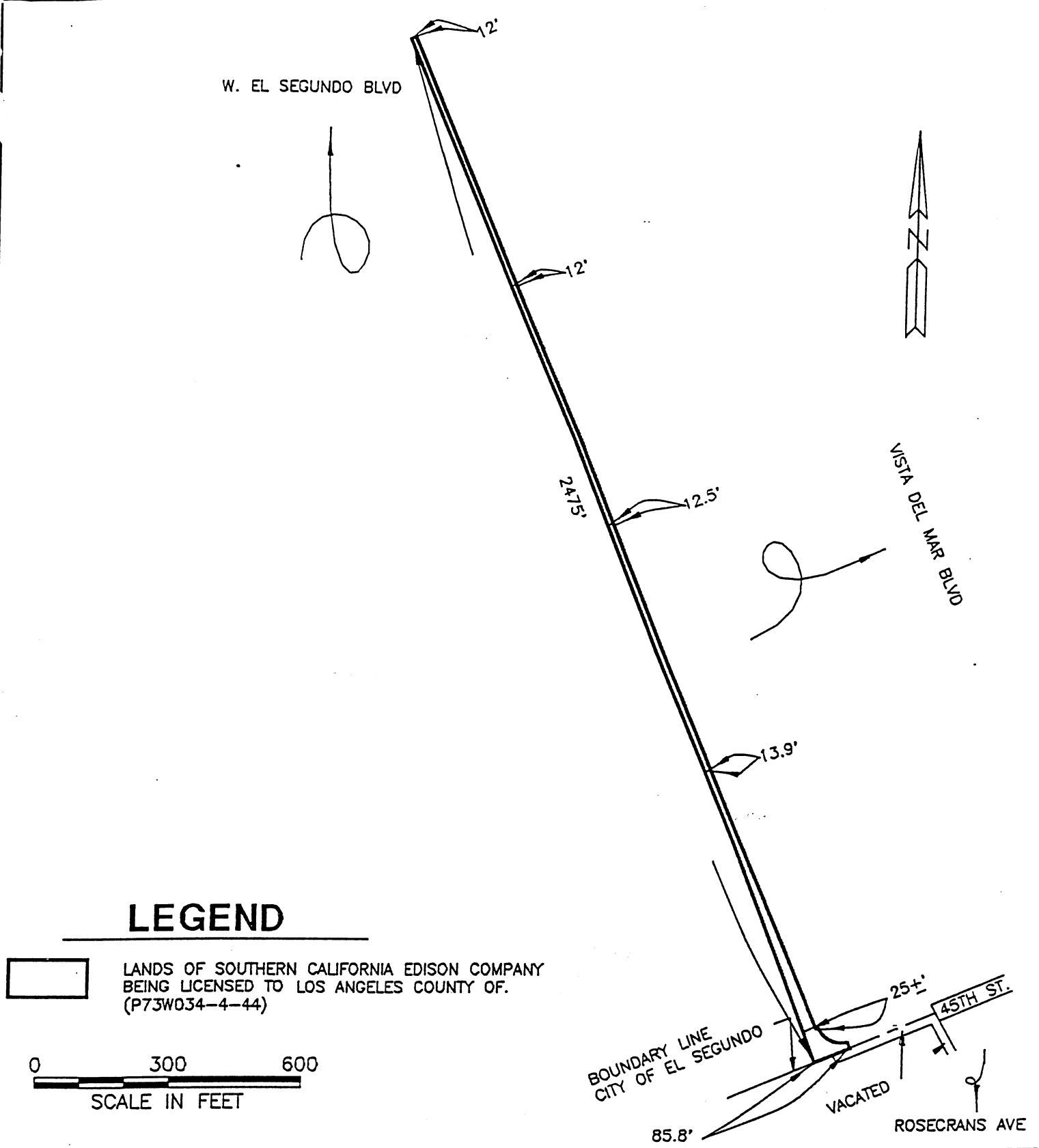
SOUTHERN CALIFORNIA EDISON CO.
By
Name J. T. Head, Jr.
Title Vice President
Date June 5, 1978

NO. 26507 DATE 02-14-85 ROLL NO. 85-R029

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

84 JUN 20 1978

JAMES H. HAHN
EXECUTIVE OFFICER



LEGEND

LANDS OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO LOS ANGELES COUNTY OF. (P73W034-4-44)

0 300 600

SCALE IN FEET

TOTAL AREA (GROSS)	**SQ.FT. 38689**	**AC..888**
NET USABLE AREA	**SQ.FT.**	**AC.**

EXHIBIT "A"

FACILITY NAME: **EL SEGUNDO STEAM GEN.**		P.I.D. NO. 1011031 J.O. 2300	DOTS I.D. 02895
L. SEE: **LOS ANGELES, COUNTY OF**		CITY: EL SEGUNDO	T.G.: PG.732 D-3
R/P FILE NO.: **P73W034-4-44**	R/P AGENT:	COUNTY: LOS ANGELES	STATE: CA
ENG. MPG. TECHNICIAN: I.D./B. KINSMAN	ANALYST:	T/S APPROVAL:	
SANDERS MAP NO.: LB579	M.S.: 49-81		
OTHER REF.: PREV. EXHIBIT "A" MAP	DATE: 04/22/93	Southern California Edison Company	

EL SEGUNDO GENERATING STATION

Index No.	Permit Description	Agency	Facility	Permit #	Permitted Equipment or Activity
27	Building Permit	City of El Segundo Dept. of Bldg. Safety		1053-94	Construct bldg. for crane storage
28	Radio Station License	FCC		R505R64135	Entire station
29	Coastal Development Permit	California Coastal Commission		P-5-13-77-913	Installation of water treatment plants
30	Coastal Development Permit	California Coastal Comm'n		P-79-5386	Modification of permanent rock embankment alongside the seaward portion of generating station
31	Notice of Exemption from Coastal Development Permit	City of El Segundo Planning & Bldg. Safety Dept.		CDP 94-2 EA-357	Remodeling of storage facilities and construction of new crane storage bldg.
32	Notice of Exemption from Coastal Development Permit	City of El Segundo Planning & Bldg. Safety Dept.		CDP 94-1 EA-335	Installation of aqueous ammonia underground storage tank
33	Notice of Exemption from Coastal Development Permit	City of El Segundo Planning & Bldg. Safety Dept.		CDP 96-1 EA-373	On and off site roadway and entry improvements at generating plant
34	Certificate of Fee Exemption	Cal. Dept. of Fish & Game		CDP 96-1 EA - 373	On and off site roadway and entry improvements at generating plant
35	Elevator	Cal. DOSH			Elevator 029584
36	Elevator	Cal. DOSH			Elevator 038281
37	Grant-Private Aid to Navigation	U.S. Coast Guard			Water conduits and marker buoys
38	Business License	City of El Segundo			Entire station
39	Outfall Structure Permit	U.S. Army			Installation of circulating water tunnels
40	Grant-Private Aid to Navigation	U.S. Coast Guard			Maintain a Nun Buoy at the intake of the circulating water conduits
41	Permit to Construct	SCAQMD		287567	In-duct selective catalytic reduction system
42	Permit to Construct/Operate	SCAQMD		80766	Underground aqueous ammonia storage tank, pumps and valve sets
43	Title V Permit	SCAQMD	18763		Entire station
44	Oil Pollution Act Plan	EPA			Entire station
45	Maintenance Permit	County of Los Angeles			Agreement regarding the maintenance and repair of the bicycle path and rock barrier bordering the Generating Station
46	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 1
47	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 2
48	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 3
49	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 4
50	Boundary Line Agreement	State Lands Comm'n		113383	Entire station

ELGS CL/P-2

45

NO	DATE	ROLL NO
18367	03-14-85	85-R018

345498 2100

AGREEMENT

This Agreement is entered into on the 20th day of June, 1978, by the SOUTHERN CALIFORNIA EDISON COMPANY (hereinafter referred to as "Edison") and the COUNTY OF LOS ANGELES (hereinafter referred to as "County").

1. RECITALS

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1.2 In order to protect its property, Edison desires to have County restore, repair and maintain a rock barrier from the Southern City limits of the City of El Segundo to a point 850 feet north thereof (hereinafter referred to as the "Southern Rock Barrier") and, if Edison later restores and repairs the remaining 1635 feet of rock barrier fronting upon Edison's El Segundo Generating Station (hereinafter referred to as the "Northern Rock Barrier") to have County maintain it also.

2. SCOPE OF WORK

2.1 County shall restore and repair the Bicycle Path and Southern Rock Barrier and, during the period of such restoration and repair, shall construct and maintain a temporary bicycle bypass route. These activities are hereinafter referred to as "Work".

LA County 6/2/78

S.C.E. CO. DOCUMENT NO. 345498

ELGS CL/P -280

NO 26307 DATE 02-14-83 ROLL NO 85-RE-28

2.2 County shall supervise, acquire any and all required governmental permits, engineer, plan, build, provide all labor, material, and equipment, and do all things necessary to perform the Work.

2.3 County shall review all plans and specifications for the Work with Edison prior to commencing the Work.

2.4 County shall exercise its best efforts, in performing the Work, to interfere as little as is reasonably possible with the operation of Edison's El Segundo Generating Station.

2.5 County shall at all times permit Edison to enter all areas covered by this Agreement or affected by the Work to perform any activity necessary to protect Edison's property and facilities.

2.6 County shall exercise its best efforts to complete the Work within 30 days after the effective date of this Agreement, but no later than December 31, 1978.

2.7 County shall, upon completion of the Work, return Edison's property to its original condition, including the restoration of all fences, gates and berms affected by the Work.

2.8 The obligation to perform the permanent work is subject to funds being made available in the 1978-79 budget to perform such work. If the funds are not included in said budget, then within thirty (30) days after adoption of the 1978-79 final budget, County will remove the temporary bypass and restore Edison's property to its former condition.

3. MAINTENANCE

3.1 County shall perform reasonable maintenance on the Bicycle Path and Southern Rock Barrier so long as County continues to operate the Bicycle Path.

3.2 If Edison restores and repairs the Northern Rock Barrier, County shall also perform reasonable maintenance on it so long as County continues to operate the Bicycle Path.

LA County

ELGS CL/P -281

3.3 "Reasonable maintenance" as used in this Agreement excludes restoration of property and facility damaged as a result of acts of nature including but not limited to flooding, tidal action, heavy storms and earthquakes.

4. EDISON'S OBLIGATIONS

Edison shall execute a Temporary Entry Permit, a copy of which is attached hereto and which by this reference is incorporated herein, granting County permission to enter upon and use Edison's property located in the vicinity of the El Segundo Generating Station as more specifically described in the Temporary Entry Permit to perform the Work.

5. PAYMENT

5.1 County shall perform the Work and reasonably maintain the Bicycle Path and Rock Barrier(s) at no cost to Edison.

5.2 Edison shall provide County the Temporary Entry Permit pursuant to Section 4, and the use of its properties at no cost to County.

6. CONTRACTORS

County shall at all times be responsible for the acts and omissions of its contractors of any tier and persons employed by them. Nothing in this Agreement shall create any contract between a County contractor and Edison for any obligation on the part of Edison to pay, or to be responsible for the payment of, any amounts to any County contractor.

7. INDEMNITY

County shall at its own cost, defend, indemnify, and hold Edison, its officers, agents, employees, assigns, and

ELGS C4/P -282

successors in interest, harmless during and after performance of the Work from and against any and all liability (including liability based upon negligence and liability without fault), damages, costs, losses, claims, demands, actions, causes of action, attorney's fees, and expenses, or any of them, resulting from the death or injury to any person or damage to any property, including the property and/or personnel of Edison, to the extent caused by County, County's officials, agents, employees, its contractors of any tier, or their employees, agents, officers, or any of them, and arising out of or resulting from County's performance or nonperformance of its obligations pursuant to this Agreement or the Work.

8. INSURANCE

With respect to liabilities arising out of or resulting from County's performance or nonperformance of its obligations pursuant to this Agreement or the Work, County shall require all contractors and subcontractors to maintain policies of insurance as described below:

8.1 Workers' Compensation Insurance with statutory limits, including All States Endorsement, and Employer's Liability Insurance with limits of not less than $1,000,000. Workers' Compensation Insurance shall include Longshoremen's and Harbor Workers' Act coverage, and Outer Continental Shelf coverage as needed. County shall require such insurers furnishing such insurance to waive rights of subrogation against Edison, its officers, agents, and employees.

8.2 Comprehensive general liability insurance which shall

ELGS 04/P-283

include personal injury, bodily injury, property damage, owner's and contractor's protective, product/completed operations, contractual and automobile liability with a combined single limit of not less than $5,000,000 each occurrence.

8.3 Towing vessels shall carry protection and indemnity insurance, including crew, cargo, excess tower's and collision liability with a limit of not less than $1,000,000 each occurrence. All other vessels shall carry protection and indemnity insurance including crew, cargo, and excess collision liability with a limit of not less than $5,000,000 each occurrence.

8.4 Such insurance issued pursuant to Sections 8.2 and 8.3 shall (i) name Edison as an additional insured but only as respects claims resulting from the performance or non-performance of contractor's obligations to County for the Work, (ii) be primary for all purposes, and (iii) contain standard cross-liability provisions.

8.5 If County, its contractor or subcontractors fail to obtain such insurance or to have Edison so named as an additional insured or if County's contractor or subcontractors cause any of the above insurance to be invalid or otherwise uncollectible, County shall indemnify and hold harmless Edison, and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damages, costs and losses which would not have been incurred by Edison if (i) such additional insured endorsement had been provided or (ii) such insurance had not been invalidated.

ELGS C4P-284

9. AMENDMENTS

This Agreement may be changed from time to time by agreement of the Parties in writing executed by their duly authorized representative.

10. NOTICES

Any notice pertaining to this Agreement shall be acceptable in form if documented in writing and sent registered or certified mail, postage prepaid, to County or to Edison at their respective addresses.

11. ADMINISTRATION

Each Party shall designate in writing to the other, a representative responsible for coordinating its activities pursuant to this Agreement.

12. COMPLETE AGREEMENT

This Agreement contains the entire understanding between Edison and County and their officers, officials, agents, or employees as to the subject matter of this Agreement, and merges and supersedes all prior agreements, commitments, representations, and discussions between Edison and County.

IN WITNESS WHEREOF, County and Edison have caused this Agreement, consisting of six pages, to be executed in duplicate by their duly authorized representatives as of the day and year first written above.

COUNTY OF LOS ANGELES
By [signature]
Name PETER F. SCHABARUM
CHAIRMAN, BOARD OF SUPERVISORS
JUN 20 1978
ATTEST JAMES E. ALCE
EXECUTIVE OFFICER AND
CLERK OF THE BOARD OF SUPERVISORS

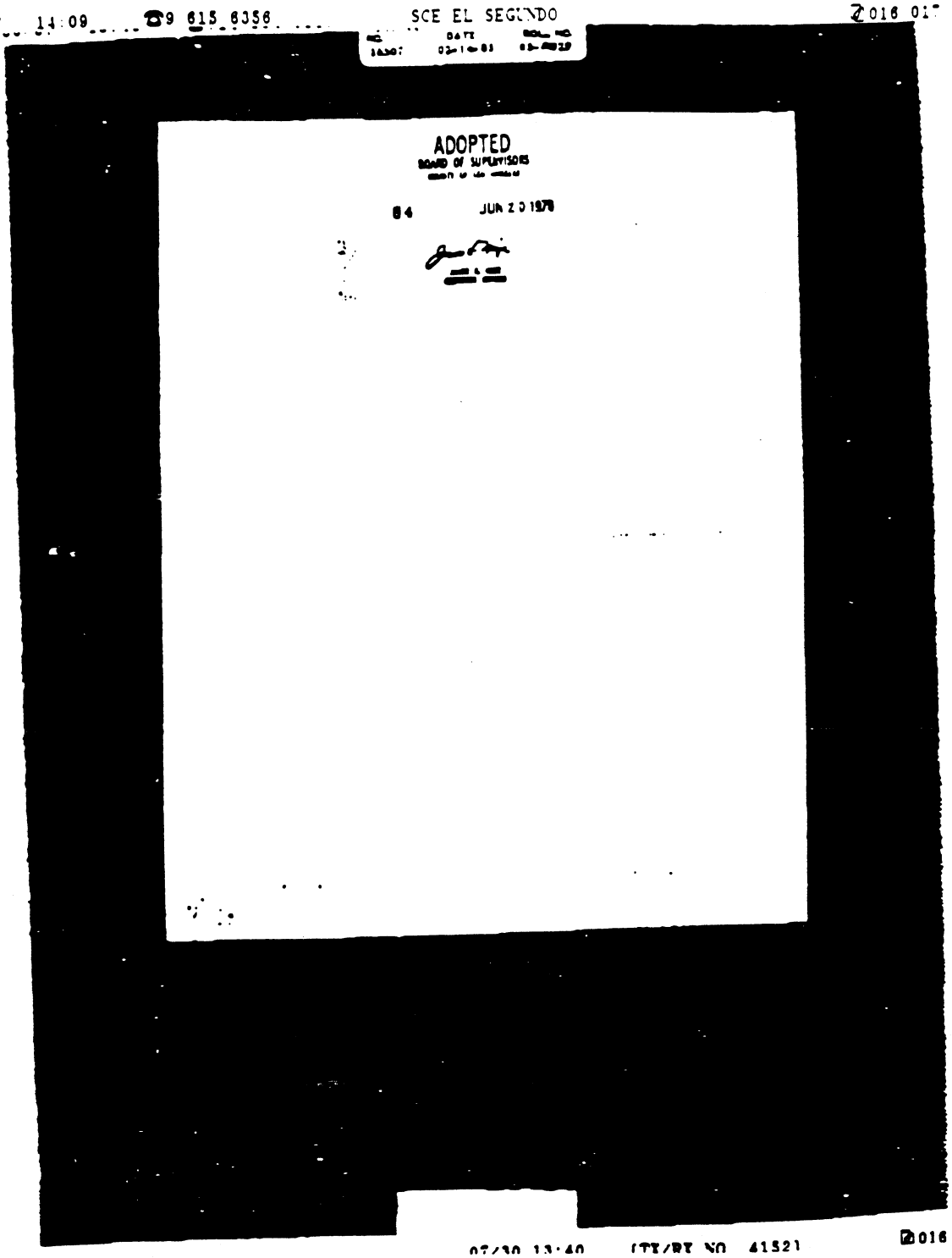
SOUTHERN CALIFORNIA EDISON CO.
By [signature]
Name J. T. Head Jr.
Title Vice President
Date June 5, 1978

LA County
6/2/78

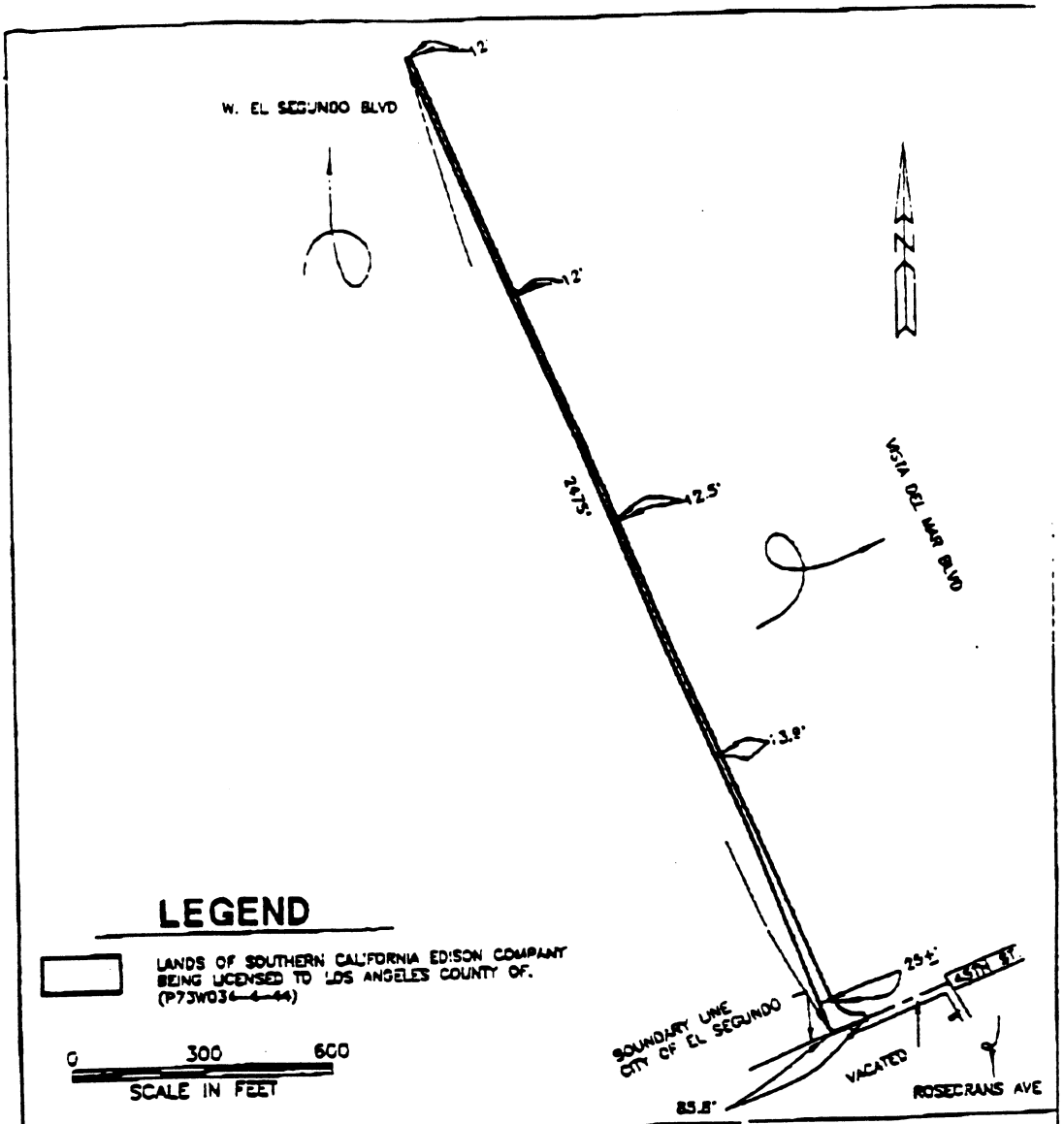
APPROVED AS TO FORM
JOHN H. LARSON
COUNTY COUNSEL
BY [signature]
Deputy

07/30 13:40 [TX/RX NO. 4152] 015

ELGS CL/P -285



ELGS CL/P-286



TOTAL AREA (GROSS)	SQ.FT. 38689	AC..888	EXHIBIT "A"
NET USABLE AREA	SQ.FT.	AC.	
FACILITY NAME: EL SEGUNDO STEAM GEN.		P.I.D. NO. 1011031	J.O. 2300
LICENSEE: LOS ANGELES, COUNTY OF		CITY: EL SEGUNDO	DOTS I.D. 02885
R/P FILE NO.: P73W034-4-44	R/P AGENT:	COUNTY: LOS ANGELES	T.G.: PG.732 D-3
ENG. MPG. TECHNICIAN: I.D./B. KINSMAN	ANALYST:	T/S APPROVAL	STATE: CA
SANDERS MAP NO.: L3579	M.S.: 49-81	Southern California Edison Company	
OTHER REF.: PREV. EXHIBIT "A" MAP	DATE: 06/22/93		

File Name: 73W034A4.DWG

07/30 13:40 [TI/RI NO. 4152] 017

ELGS C4P -287

EL SEGUNDO GENERATING STATION

Index No.	Permit Description	Agency	Facility	Permit #	Permitted Equipment or Activity
27	Building Permit	City of El Segundo Dept. of Bldg. Safety		1053-94	Construct bldg. for crane storage
28	Radio Station License	FCC		R505R64135	Entire station
29	Coastal Development Permit	California Coastal Commission		P-5-13-77-913	Installation of water treatment plants
30	Coastal Development Permit	California Coastal Comm'n		P-79-5386	Modification of permanent rock embankment alongside the seaward portion of generating station
31	Notice of Exemption from Coastal Development Permit	City of El Segundo Planning & Bldg. Safety Dept.		CDP 94-2 EA-357	Remodeling of storage facilities and construction of new crane storage bldg.
32	Notice of Exemption from Coastal Development Permit	City of El Segundo Planning & Bldg. Safety Dept.		CDP 94-1 EA-335	Installation of aqueous ammonia underground storage tank
33	Notice of Exemption from Coastal Development Permit	City of El Segundo Planning & Bldg. Safety Dept.		CDP 96-1 EA-373	On and off site roadway and entry improvements at generating plant
34	Certificate of Fee Exemption	Cal. Dept. of Fish & Game		CDP 96-1 EA - 373	On and off site roadway and entry improvements at generating plant
35	Elevator	Cal. DOSH			Elevator 029584
36	Elevator	Cal. DOSH			Elevator 038281
37	Grant-Private Aid to Navigation	U.S. Coast Guard			Water conduits and marker buoys
38	Business License	City of El Segundo			Entire station
39	Outfall Structure Permit	U.S. Army			Installation of circulating water tunnels
40	Grant-Private Aid to Navigation	U.S. Coast Guard			Maintain a Nun Buoy at the intake of the circulating water conduits
41	Permit to Construct	SCAQMD		287567	In-duct selective catalytic reduction system
42	Permit to Construct/Operate	SCAQMD		80766	Underground aqueous ammonia storage tank, pumps and valve sets
43	Title V Permit	SCAQMD	18763		Entire station
44	Oil Pollution Act Plan	EPA			Entire station
45	Maintenance Permit	County of Los Angeles			Agreement regarding the maintenance and repair of the bicycle path and rock barrier bordering the Generating Station
46	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 1
47	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 2
48	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 3
49	Certificate of Public Convenience and Necessity	CPUC			Permission to construct and operate Unit 4
50	Boundary Line Agreement	State Lands Comm'n		113383	Entire station

ELGS CL/P-2

50

NO.	DATE	ROLL NO.
26307	02/15/64	R4-6037

DISTRIBUTION OF COPIES

	[illegible]		[illegible]		[illegible]	X	[illegible]
	[illegible]		[illegible]		[illegible]		[illegible]
X	[illegible]		[illegible]	X	[illegible]		
X	[illegible]	X	[illegible]	X	[illegible]		
	[illegible]		[illegible]		[illegible]		
	[illegible]		[illegible]	X	[illegible]		

DOCUMENT TRANSMITTAL-NOTICE

DATE: 11-16-64

TO: RECORD DIVISION OF THE SECRETARY'S DEPT.

DOCUMENT NO.: 21776 [illegible]

FROM: A. C. Schlinger, R/W and Land Dept.

RIGHT OF WAY AND LAND DEPARTMENT

SUBJECT: El Segundo Steam Plant
R/W File: 20-0117

INSTRUMENT TITLE: Boundary Line Agreement

[illegible] BETWEEN: Edison & State of Calif, State Lands Commission

DATED: August 19, 1964	[illegible]	[illegible]
[illegible] 32353A	[illegible]	[illegible] Function 2414
DATE OF [illegible] 10-21-64	[illegible] M1658	[illegible] 122, 123 and 124
[illegible] Los Angeles	[illegible] 4670	

[illegible]: Establishes the High Water Mark along the Shore of Santa Monica Bay as indicated on the attached drawings.

[illegible]: Indefinite

[illegible]: Lane

[illegible]: -

[illegible]: The establishment of this boundary provides Edison with an additional strip of land in fee along the westerly side of the El Segundo Steam Plant, which strip varies in width from 55' to 61'.

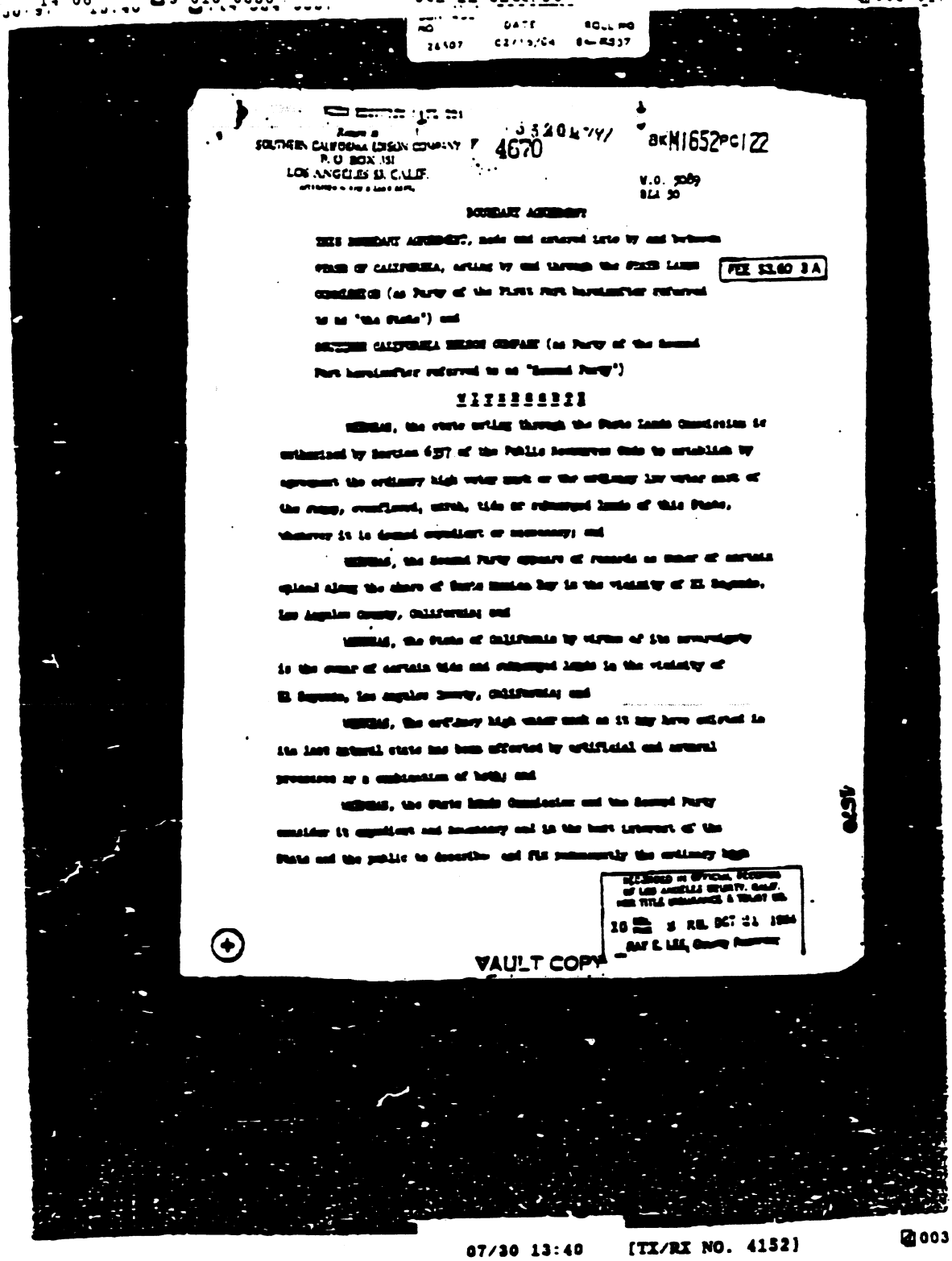
[illegible]

NOV 19 1964

[illegible]

ELGS CL/P-314

NO	DATE	ROLL NO
26507	02/15/64	8-R537



Return to
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. BOX 351
LOS ANGELES 53, CALIF.

4670

BK M1652 PG 122

V.O. 5089
BLA 50

BOUNDARY AGREEMENT

THIS BOUNDARY AGREEMENT, made and entered into by and between STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (as Party of the First Part hereinafter referred to as "the State") and SOUTHERN CALIFORNIA EDISON COMPANY (as Party of the Second Part hereinafter referred to as "Second Party")

FEE $3.60 3 A

WITNESSETH

WHEREAS, the state acting through the State Lands Commission is authorized by Section 6357 of the Public Resources Code to establish by agreement the ordinary high water mark or the ordinary low water mark of the stamp, overflowed, marsh, tide or submerged lands of this State, whenever it is deemed expedient or necessary; and

WHEREAS, the Second Party appears of records as owner of certain upland along the shore of Santa Monica Bay in the vicinity of El Segundo, Los Angeles County, California; and

WHEREAS, the State of California by virtue of its sovereignty is the owner of certain tide and submerged lands in the vicinity of El Segundo, Los Angeles County, California; and

WHEREAS, the ordinary high water mark as it may have existed in its last natural state has been affected by artificial and natural processes or a combination of both; and

WHEREAS, the State Lands Commission and the Second Party consider it expedient and necessary and in the best interest of the State and the public to describe and fix permanently the ordinary high

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIF. FOR TITLE INSURANCE & TRUST CO.
10 MIN. 3 PM. OCT 21 1964
RAY E. LEE, County Recorder

VAULT COPY

ELGS CLP-315

NO. 26507 DATE 02/18/84 ROLL NO. 84-R037

DKM 6521-C123

water mark on the boundary between the lands belonging to the State and Second Party and forever set at rest any and all questions relating to the location of said ordinary high water mark.

NOW, THEREFORE, in order to locate, describe and permanently establish the ordinary high water mark as the true and correct boundary line between the State and Second Party, it is agreed that said boundary line is and shall be located and established as follows:

> Beginning at a point identified as L.S. Tag 8419 and shown on a Record of Survey Map filed in Book 79, pages 46 and 47 of Record of Survey Maps, in the office of the County Recorder of Los Angeles County, California; thence South 67° 42' 41" West, 55.47 feet; thence South 23° 09' 35" East, 86.58 feet; thence South 22° 00' 00" East, 533.70 feet to the intersection of the Ordinary High Water mark of 1935 with the Southwesterly prolongation of a line that is parallel with and 20 feet Southeasterly, measured at right angles, from the Northwesterly line of 45th Street, as shown on the Map of Tract No. 4105, recorded in Book 46, page 8, of Maps, in the office of said County Recorder, said point of intersection being the TRUE POINT OF BEGINNING of this boundary line; thence the following courses and distances: North 22° 00' 00" West, 533.10 feet; North 23° 09' 35" West, 458.46 feet; North 21° 54' 19" West, 511.96 feet and North 23° 45' 14" West, 378.96 feet to the Southwesterly prolongation of the Northwesterly line of the parcel of land designated 1 on said Record of Survey Map and being the end of said boundary line.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates hereafter written:

4670

ELGS C4P-316

CONTROL NO	DATE	ROLL NO
26307	02/16/84	84-R037

UK M1652 PG 124

SOUTHERN CALIFORNIA EDISON COMPANY

August 10 1964
Date of Signature

By [signature]
Vice-President

August 10 1964
Date of Signature

By [signature]
Asst. Secretary

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On this 19th day of August in the year 1964 before me, a Notary Public in and for said County and State, personally appeared [illegible] and W. V. RILEY known to me to be the Vice-President and Secretary, respectively, of the corporation that executed the within Instrument and acknowledged to me that such corporation executed the same.

KATHERINE M. BAIR
[illegible]
[illegible]
LOS ANGELES COUNTY

[signature]
My Commission Expires December 13, 1967

Name (Typed or Printed)
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF CALIFORNIA
acting by and through
STATE LANDS COMMISSION

September 28, 1964
Date of Signature

By [signature]
Executive Officer

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On this 28 day of September in the year 1964 before me, [illegible] a Notary Public in and for said County and State, personally appeared [illegible], known to me to be the Executive Officer of the State Lands Commission, and known to me to be the person who executed the within Instrument on behalf of said agency, and acknowledged to me that such agency executed the same.

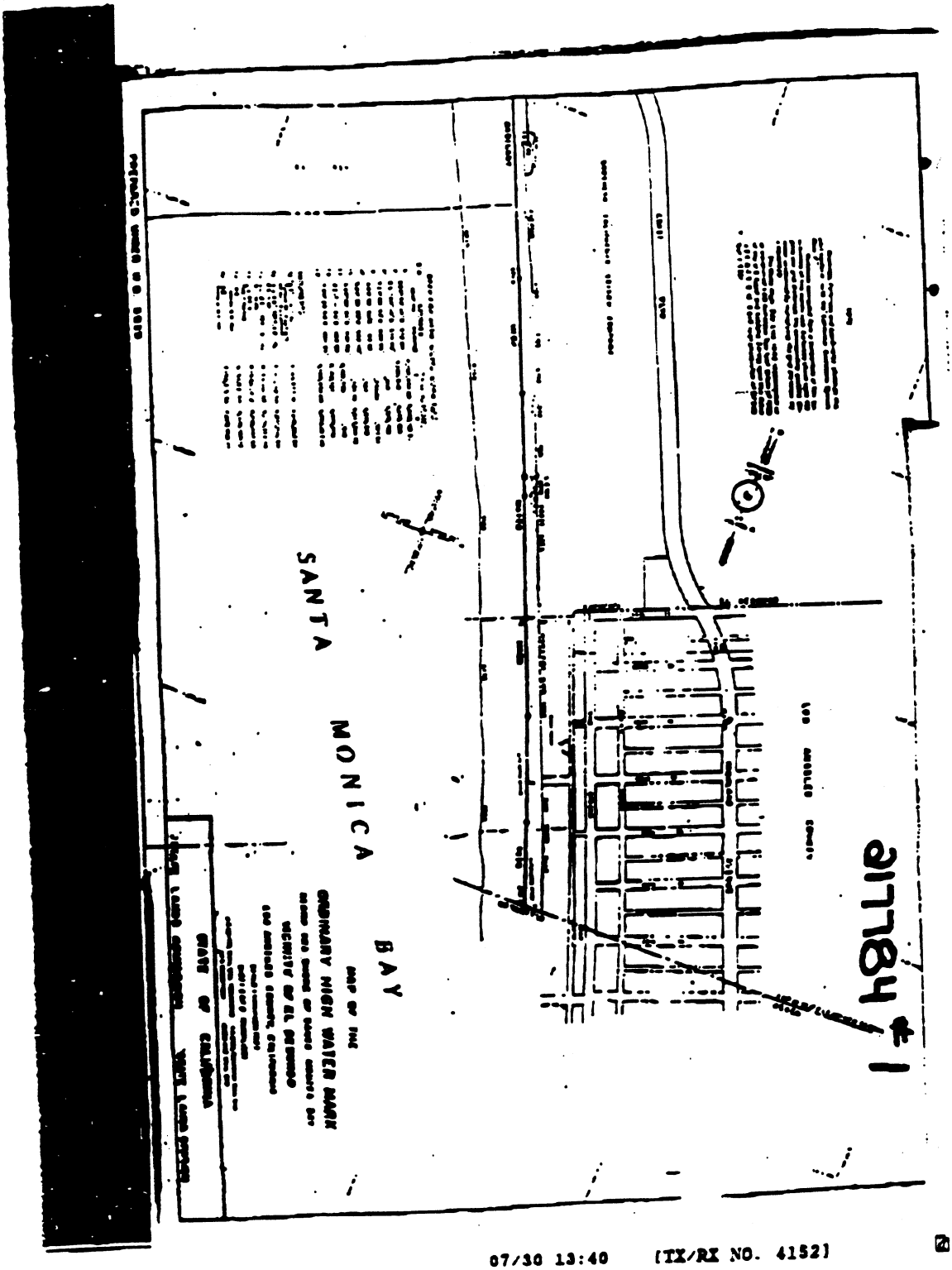
[signature]
MYRTLE STRATTON, Notary Public
My Commission Expires December 24, 1969

Name (Typed or Printed)
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

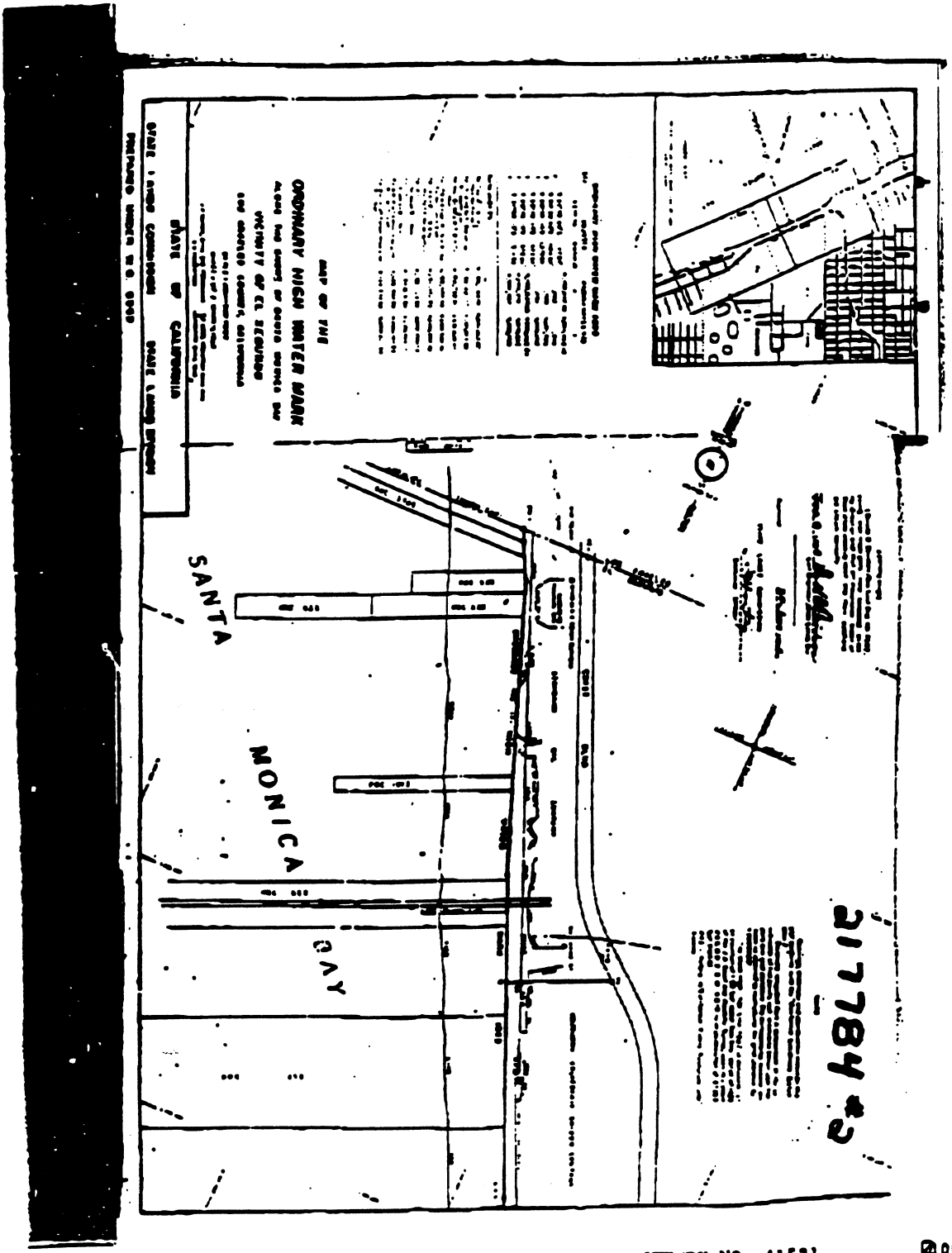
VAULT COPY

07/30 13:40 [TX/RX NO. 4152] 005

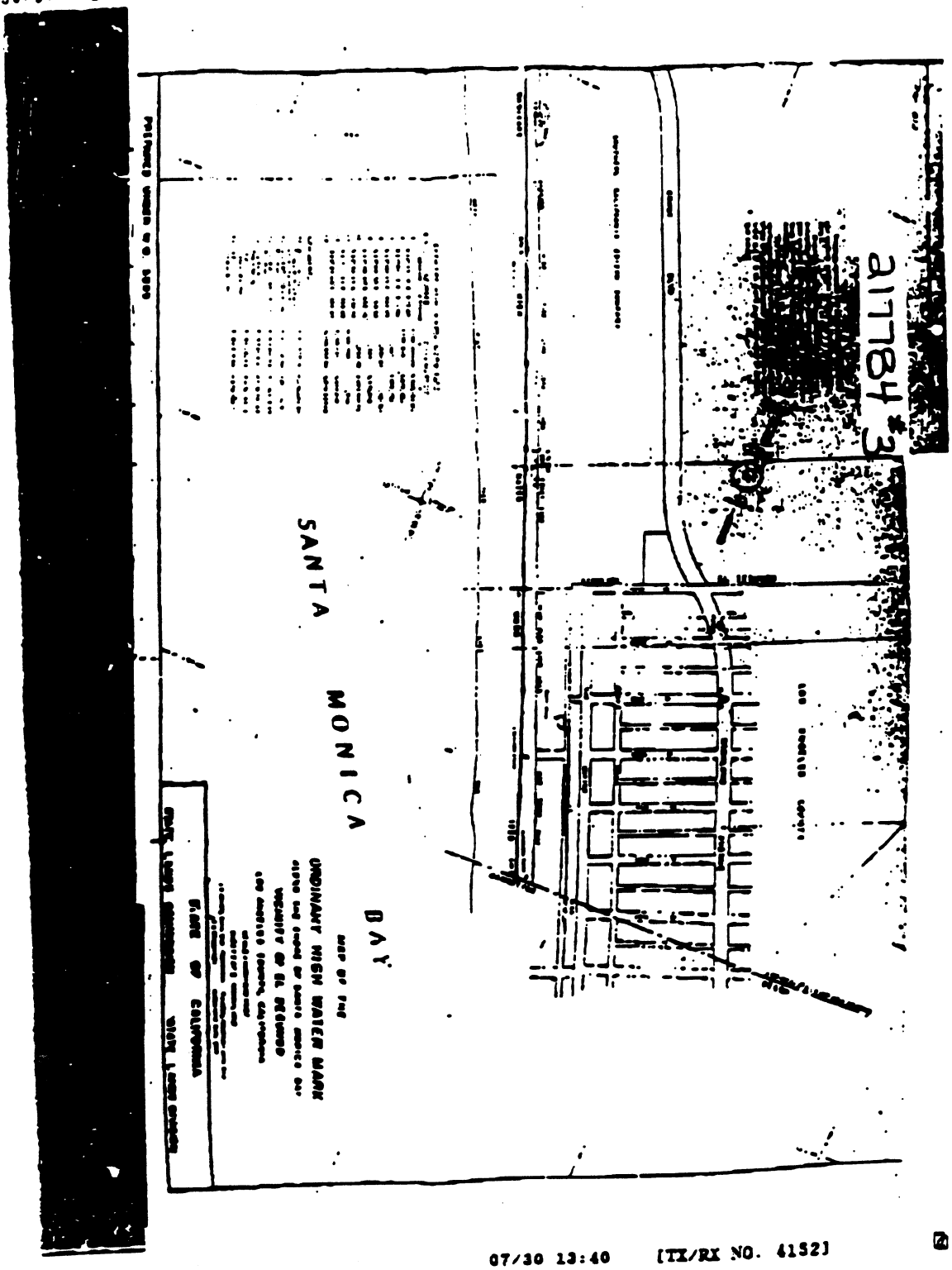
ELGS CL/P-317


SANTA MONICA BAY
MAP OF THE ORDINARY HIGH WATER MARK
VICINITY OF EL SEGUNDO
STATE OF CALIFORNIA
LOS ANGELES COUNTY
217784 #1

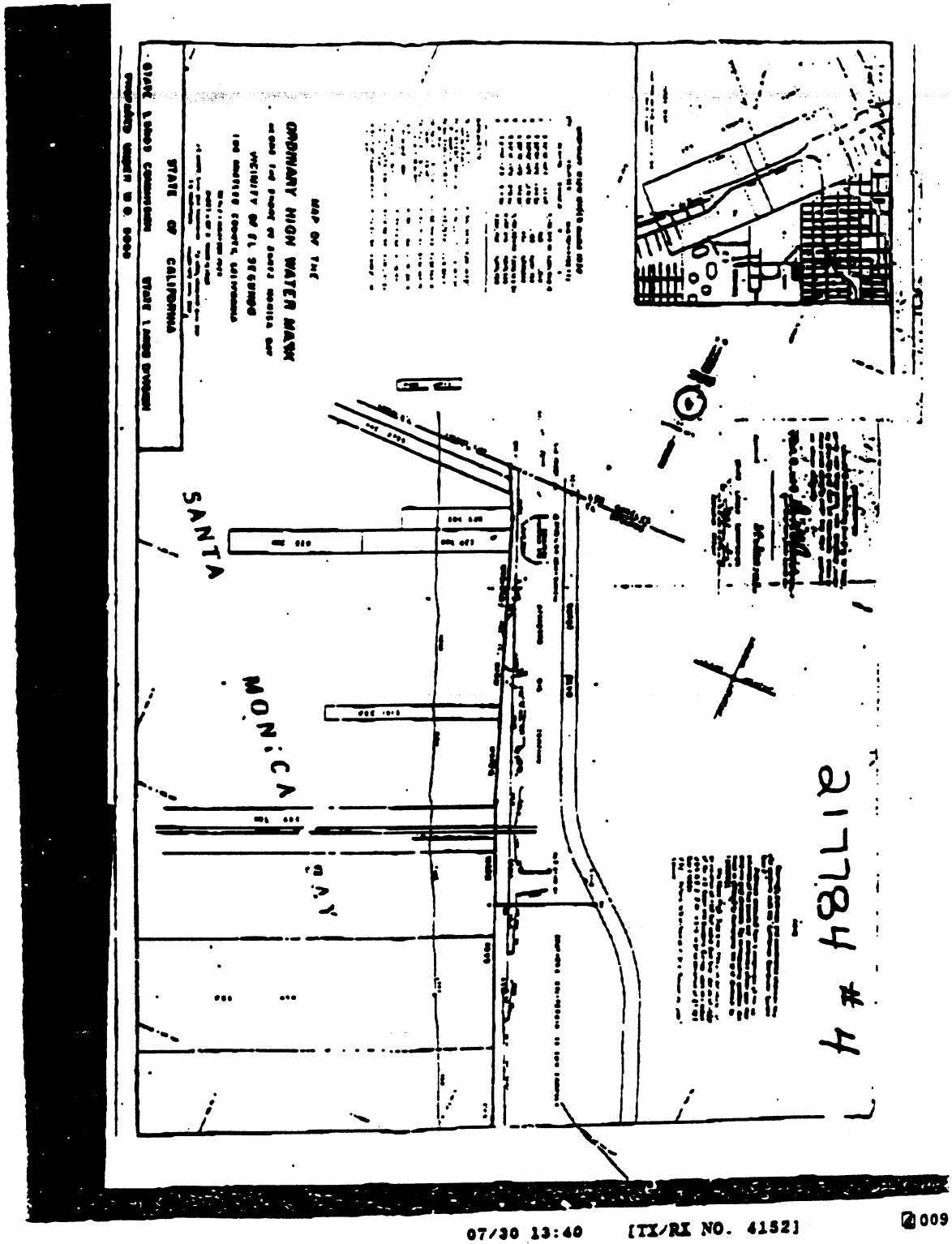
ELGS CL/P-318


SANTA
MONICA
BAY
ORDINARY HIGH WATER MARK
STATE OF CALIFORNIA
21784

ELGS C4P-319


SANTA MONICA BAY
ORDINARY HIGH WATER MARK
STATE OF CALIFORNIA

ELGS CH/P-320


MAP OF THE
ORDINARY HIGH WATER MARK
STATE OF CALIFORNIA
SANTA
MONICA
BAY
217784 #4

ELGS CL/P-321