

SETTLEMENT AGREEMENT

(Fee Acquisition; Portions of Parcel Nos. 169-021-01 and 169-021-10)

This Settlement Agreement ("Agreement") is entered by and between the CITY OF REDLANDS ("CITY") and the Property Owner, TELEDYNE TECHNOLOGIES INCORPORATED, a Delaware Corporation ("TELEDYNE"). City and Teledyne are sometimes collectively referred to as the "Parties". This Agreement is made with respect to the following Recitals:

RECITALS

A. CITY is a California municipal corporation of the State of California. City is vested by law with authority to exercise, in its own name, the power of eminent domain for the purpose of acquiring real property or any interest in real property necessary to carry out any of its powers or functions.

B. TELEDYNE is the owner of property designated as Assessor Parcel Numbers 169-021-01 and 169-021-10, portions of which are being acquired by City ("Property").

C. On July 28, 2005, City filed an action in eminent domain entitled City of Redlands v. Teledyne Technologies, Inc., a Delaware Corporation, et al., San Bernardino Superior Court Case No. SCVSS 128681 to acquire the Property from Teledyne ("Action").

D. The Parties desire to settle the Action and all issues, claims and disputes arising out of or related to the Action.

AGREEMENT AND RELEASE

Based on the above Recitals, which are incorporated herein, the Parties agree as follows:

1. Transfer of the Property to City. By a Stipulated Judgment and Final Order of Condemnation, Teledyne shall convey to City the Property for payment of \$390,000 inclusive of interest, costs and fees.

2. Entry of Stipulated Judgment. Simultaneously with the execution of this Agreement, City and Teledyne will enter into a "Stipulation for Judgment" in the form attached hereto as Exhibit "A" ("Stipulation"). Under the terms of the Stipulation, the Parties have agreed to enter a Stipulated Judgment ("Judgment"), attached hereto as Exhibit "B". (The terms of which are by this reference incorporated into and made a part of this Agreement as though fully set forth herein.) The purpose of the Agreement is to purchase the Property, resolve all issues between the Parties and transfer funds for the purchase price.

3. Cash Payment. In order to conclude this matter without further litigation, the Parties agree to the following:

- a. City shall pay to Teledyne \$390,000.
- b. The amount of \$390,000 is to be paid as follows:

c/o Robyn E. McGowan
Teledyne Technologies Incorporated,
a Delaware Corporation
12333 West Olympic Boulevard
Los Angeles, CA 90064

- c. Teledyne shall stipulate to judgment and execute an acknowledgment of satisfaction of judgment in order to transfer title to City by final order of condemnation.
- d. Any funds and interest remaining on deposit with the court shall be subject to withdrawal and return to City.

4. Taxes. Teledyne shall be responsible for the payment of property taxes owing on the Property acquired, if any, up to the date of judgment.

5. Liens and Encumbrance. The Property shall transfer to City free and clear of all liens and encumbrances. All liens or encumbrances shall be removed from the Property and liability, if any, for such lien or encumbrance not removed shall be the personal obligation of Teledyne, who shall indemnify and hold City harmless from any such lien or encumbrance.

6. Final Order of Condemnation. Upon filing of the acknowledgement of satisfaction of judgment, City shall file and record a final order of condemnation, transferring title to City.

7. Release and Waiver. The Parties agree that this settlement is complete as it relates to all damages, losses, costs, claims and consequences of this Action (collectively "Claims"). The Parties expressly waive and relinquish any rights or benefits available under the provisions of Section 1542 of the Civil Code of California, with respect to such Claims. Specifically, the Parties expressly waive and relinquish any rights or benefits available with respect to such Claims under the following language:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor.

8. Costs and Fees. The Parties, and each of them, agree and represent that they shall bear their own costs, fees, expert witness fees and attorneys' fees incurred in connection with the Action, except as otherwise part of and included in this Agreement.

9. Notice. Notice to any party pursuant to this Agreement shall be in writing and either personally delivered, sent by United States mail and/or facsimile, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery or facsimile to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

CITY's Address for Notice:

Bruce W. Beach
Best Best & Krieger LLP
665 West Broadway, 15th Floor
San Diego, CA 92101
(619) 525-1300 Telephone
(619) 233-6118 Facsimile

Daniel J. McHugh
City Attorney
City of Redlands
35 Cajon Street, Suite 4
P.O. Box 3005
Redlands, CA 92373
(909) 798-7562 Telephone
(909) 798-7503 Facsimile

TELEDYNE's Address for Notice:

Robert L. Schaefer
Associate General Counsel
General Counsel Electronics and Communications
Teledyne Technologies Incorporated
12333 West Olympic Blvd.
Los Angeles, CA 90064
(310) 893-1609 Telephone
(310) 893-1607 Facsimile

Robyne E. McGowen
Vice President, Administration,
Human Resources and Assistant Secretary
Teledyne Technologies Incorporated
12333 West Olympic Blvd.
Los Angeles, CA 90064
(310) 893-1609 Telephone
(310) 893-1607 Facsimile

1640 *PK*
1613 *REM*

Any party may change its address for notice by delivering written notice to the other parties as provided herein.

10. Construction and Interpretation of the Agreement. The Parties, and each of them, declare that prior to the execution of this Agreement, they have consulted with their attorney in

order that they may intelligently exercise their own judgment in deciding whether to execute, and in deciding on the contents of, this Agreement. This Agreement shall be construed as though mutually drafted and not against one or the other party because that party drafted the Agreement.

11. Representations and Warranties. Each party declares that it has read this Agreement and understands and knows the contents thereof, and represents and warrants that each of the Parties executing this Agreement is empowered to do so and hereby binds the respective party.

12. Multiple counterparts. This Agreement may be executed in counter-parts, and all so executed shall constitute an agreement binding on the Parties hereto.

13. Survivability. All covenants, agreements, representations, and warranties set forth in this Agreement, or in any certificate, instrument, or other document delivered pursuant to any provision hereof, shall survive the execution and delivery of this Agreement, unless vacated or terminated in accordance with the terms thereof.

14. Underscored references. All underscored references are included for convenience of reference only, and are not to be relied upon in construing the terms of this Agreement.

15. Governing law. This Agreement is intended to be construed pursuant to the laws of the State of California.

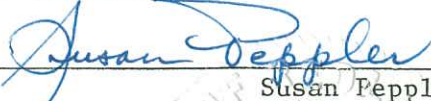
16. Entire Agreement. This Agreement contains the entire agreement between the Parties, and the terms of this Agreement are contractual and not merely a recital. This Agreement fully resolves all issues between the Parties related to the Action and the claims related thereto.

17. Attorney Fees. In any action to enforce or interpret the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

THEREFORE, the undersigned, having read the foregoing Settlement Agreement and Release, and fully understanding it and agreeing to the terms, the Parties have executed this Agreement and make it effective on the date of the last signature hereto.

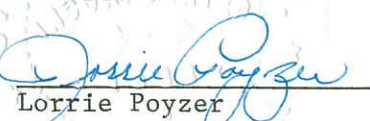
Dated: Nov. 9, 2005

CITY OF REDLANDS

By: 
Susan Peppler

Its: Mayor

ATTEST:


Lorrie Poyzer
City Clerk

TELEDYNE TECHNOLOGIES
INCORPORATED

Dated: 10/25/05

By: Rdm E. McV...

Its: VP-Admin/ITC

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Dated: October 31, 2005

By: Bruce W. Beach

Bruce W. Beach, Esq.
Attorneys for Plaintiff City of Redlands

Dated: October 24, 2005

TELEDYNE TECHNOLOGIES INCORPORATED

By: Robert L. Schaefer

Robert L. Schaefer
Associate General Counsel
Attorney for Defendant
Teledyne Technologies Incorporated,
a Delaware Corporation

DANIEL J. McHUGH, Bar No. 112197
City Attorney
CITY OF REDLANDS
35 Cajon Street, Suite 4
Post Office Box 3005
Redlands, CA 92373
Telephone: (909) 798-7562
Facsimile: (909) 798-7503

BRUCE W. BEACH, Bar No. 59122
BEST BEST & KRIEGER LLP
655 West Broadway, 15th Floor
San Diego, California 92101-3301
Telephone: (619) 525-1300
Facsimile: (619) 233-6118

Attorneys for Plaintiff
CITY OF REDLANDS

EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO – CENTRAL COURT

CITY OF REDLANDS,
Plaintiff,

v.

TELEDYNE TECHNOLOGIES, INC., a
Delaware Corporation;
DOES 1-100, inclusive; and all persons
unknown claiming an interest in the
property,
Defendants.

Case No. SCVSS 128681

Judge : Hon. Mary E. Fuller
Dept. : S09

STIPULATION FOR JUDGMENT
(Portions of Parcel Nos. 169-021-01
and 169-021-10)

Complaint Filed : 07/28/05
Trial Date : None Set

Plaintiff CITY OF REDLANDS, by and through its attorneys, Best, Best & Krieger LLP,
by Bruce W. Beach, and Defendant TELEDYNE TECHNOLOGIES INCORPORATED, a
Delaware Corporation (erroneously named as "TELEDYNE TECHNOLOGIES, INC."), by and
through its attorney of record, Robert L. Schaefer, hereby stipulate that judgment in the form

1 attached hereto as Exhibit A to this stipulation may be entered in the above-entitled action, and
2 that Defendant waives trial, the right to trial, hearing on the issue of compensation, the making of
3 service and filing of findings of fact and conclusions of law, and the right to move for a new trial
4 or appeal.

5 SO STIPULATED.

6 October 31, 2005

BEST BEST & KRIEGER LLP

8 By: Bruce W. Beach

9 Bruce W. Beach
10 Attorneys for Plaintiff
CITY OF REDLANDS

11 October 24, 2005

12 By: Robert L. Schaefer
13 Robert L. Schaefer
14 Associate General Counsel
Attorney for Defendant
TELEDYNE TECHNOLOGIES
INCORPORATED

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO – CENTRAL COURT

CITY OF REDLANDS,

Plaintiff,

v.

TELEDYNE TECHNOLOGIES, INC., a
Delaware Corporation;
DOES 1-100, inclusive; and all persons
unknown claiming an interest in the
property,

Defendants.

Case No. SCVSS 128681

Judge : Hon. Mary E. Fuller
Dept. : S09

STIPULATED JUDGMENT
(Portions of Parcel Nos. 169-021-01
and 169-021-10.)

Complaint Filed : 07/28/05
Trial Date : None Set

This matter has been assigned to the Honorable Mary E. Fuller, Judge of the Superior Court. Plaintiff City of Redlands ("City") is represented by Best Best & Krieger, LLP, by Bruce W. Beach and Defendant Teledyne Technologies Incorporated, a Delaware Corporation (erroneously named as "Teledyne Technologies, Inc.") is represented by Associate General Counsel, Robert L. Schaefer.

IT APPEARING TO THE COURT THAT the parties have stipulated that judgment as hereinafter set forth may be entered; and,

IT FURTHER APPEARING TO THE COURT THAT there is proper cause therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. City seeks to take, acquire and condemn the rights, title and interests of portions of the real property designated as Assessor's Parcel Nos. 169-021-01 and 169-021-10, referred to in City's Complaint and described in Exhibit A to this judgment ("Property").

2. The condemnation and taking is for the New York Street Extension and Improvement Project, a public project, as set forth in the Complaint and is necessary to such public use.

3. City and Teledyne have agreed to resolve all issues for the acquisition of the Property by City. City shall pay to Teledyne, the total sum of \$390,000, inclusive of interest, costs and fees as final resolution of this matter.

4. The sum of \$390,000 constitutes the full and final payment for the condemnation and taking of the portion of the Property described in the City's Complaint and extinguishes all of Teledyne's claims for damages, value of improvements, interest, costs, attorney's fees and any other claim which could have been made in this action.

5. City may withdraw all funds, including interest, on deposit with the court for return to the City.

6. Teledyne shall be responsible for the payment of property taxes owing on the portion of the Property acquired, if any, as of the date of this judgment.

7. Upon full payment of \$390,000, Teledyne shall execute an acknowledgement of satisfaction of judgment and any other document necessary to conclude this matter and for the filing of a final order of condemnation.

8. This Court shall retain jurisdiction to enforce the stipulation between the parties and the judgment, and shall award reasonable attorneys fees and costs to the prevailing party in any action to enforce the rights of either party.

IT IS SO ORDERED.

Dated: _____

Mary E. Fuller
Judge, Superior Court

Case No. SCVSS 128681

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EXHIBIT A

A FEE INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

(Exhibit "A")

Portions of APN 169-021-01 and 169-021-10

EXHIBIT "A"

DESCRIPTION OF PROPERTY

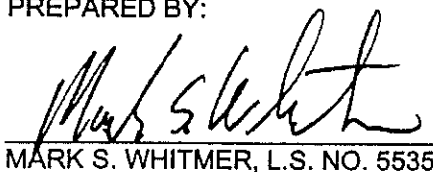
Real property located in the City of Redlands, County of San Bernardino, State of California, described as follows:

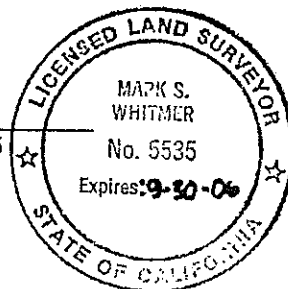
THAT PORTION OF THE NORTH 1/2 OF LOT 4, SMITH TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 86, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF LUGONIA AVENUE, 66 FEET WIDE, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 60 OF RECORDS OF SURVEY, PAGE 18, RECORDS OF SAID COUNTY, THENCE SOUTH $00^{\circ}00'56''$ WEST 630.66 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 4 TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 4; THENCE SOUTH $89^{\circ}50'39''$ EAST 50.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH $00^{\circ}00'56''$ EAST 598.23 FEET; THENCE SOUTH $89^{\circ}59'04''$ EAST 9.00' TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 13.00 FEET, A RADIAL LINE TO SAID BEGINNING HAVING A BEARING OF NORTH $89^{\circ}59'04''$ WEST; THENCE NORTHEASTERLY 20.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}26'36''$ TO A POINT WHICH LIES 52.00 FEET SOUTHERLY OF THE CENTER LINE OF SAID LUGONIA AVENUE, MEASURED AT RIGHT ANGLES TO SAID CENTER LINE; THENCE PARALLEL WITH SAID CENTER LINE SOUTH $89^{\circ}32'28''$ EAST 20.00 FEET; THENCE NORTH $00^{\circ}27'32''$ EAST 12.00 FEET TO A POINT WHICH LIES 40.00 FEET SOUTHERLY OF SAID CENTER LINE, MEASURED AT RIGHT ANGLES TO SAID CENTER LINE; THENCE PARALLEL WITH SAID CENTER LINE NORTH $89^{\circ}32'28''$ WEST 90.00 FEET; THENCE NORTH $00^{\circ}27'32''$ EAST 7.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID LUGONIA AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH $89^{\circ}32'28''$ WEST 182.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AREA: 33,113 SQ. FT.

PREPARED BY:


MARK S. WHITMER, L.S. NO. 5535



POR. W 1/2, SE 1/4, SEC. 21, T1S, R3W, S.B.M.

S00°00'56"W

630.66'

WEST LINE LOT 4, SMITH TRACT, M.B. 8/86

NEW YORK STREET

N00°00'56"E

598.23'

N89°32'28"W

182.25'

EXIST. R/W

POB
NW. COR. OF LOT 4,
SMITH TRACT, M.B. 8/86

LUGONIA

N89°32'28"W

AVENUE

L2

L4

L1

N89°59'04"W (R)

△=90°26'36"
R=13.00'
T=13.10'
L=20.52'

L1 S89°59'04"E
9.00'

L2 S89°32'28"E
20.00'

L3 N00°27'32"E
12.00'

L4 S89°32'28"E
90.00'

L5 N00°27'32"E
7.00'

THIS EXHIBIT PLAT IS FOR INFORMATIONAL PURPOSES ONLY, SHOWING THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A". THE LEGAL DESCRIPTION IS THE CONTROLLING DOCUMENT AND SHALL TAKE PRECEDENCE OVER ANY DISCREPANCIES BETWEEN THE LEGAL DESCRIPTION AND THE EXHIBIT PLAT.

MATCH LINE

POINTS

630.66'

WEST LINE LOT 4, SMITH TRACT, M.B. 8/86

NEW YORK STREET

598.23'

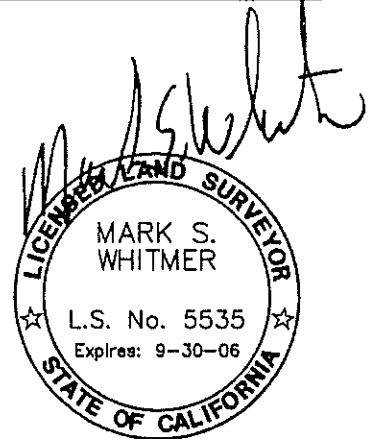
N00°00'56"E

S00°00'56"W

IDENTICAL

MATCH LINE

S89°50'39"E



PORTION OF THE NORTH 1/2 LOT 4
SMITH TRACT
M.B. 8/86



SCALE: 1" = 50'

APN 0169-021-01
TELEDYNE TECHNOLOGIES INC
2049 CENTURY PARK EAST, 15TH FL.
LOS ANGELES, CA 90067

SO. LINE N 1/2 LOT 4, SMITH TRACT

EAST LINE N 1/2 LOT 4, SMITH TRACT, M.B. 8/86

DESCRIPTION OF PROPERTY

Real property located in the City of Redlands, County of San Bernardino, State of California, described as follows:

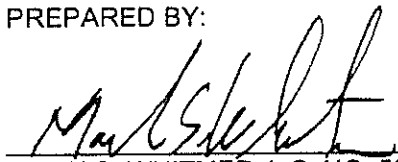
THAT PORTION OF THE SOUTH 1/2 OF LOT 4, SMITH TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 86, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF LUGONIA AVENUE, 66 FEET WIDE, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 60 OF RECORDS OF SURVEY, PAGE 18, RECORDS OF SAID COUNTY, THENCE SOUTH $00^{\circ}00'56''$ WEST 630.66 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID LOT 4, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $00^{\circ}00'56''$ WEST 631.35 FEET, MORE OR LESS, ALONG SAID WEST LINE OF LOT 4 TO THE NORTH RIGHT-OF-WAY LINE OF BROCKTON AVENUE, 66 FEET WIDE, AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH $89^{\circ}41'37''$ EAST 44.07 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 13.00 FEET, A RADIAL TO WHICH BEARS SOUTH $00^{\circ}18'23''$ EAST; THENCE NORTHWESTERLY 20.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}19'19''$ TO A POINT WHICH LIES 31.00 FEET EASTERLY OF SAID WEST LINE OF LOT 4, MEASURED AT RIGHT ANGLES TO SAID WEST LINE; THENCE NORTH $00^{\circ}00'56''$ EAST 133.81 FEET, PARALLEL WITH SAID WEST LINE, TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 477.00 FEET; THENCE NORTHEASTERLY 93.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}11'12''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 523.00 FEET, A RADIAL LINE TO SAID BEGINNING HAVING A BEARING OF SOUTH $78^{\circ}47'52''$ EAST; THENCE NORTHERLY 102.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}11'12''$, TO A POINT WHICH LIES 50.00 FEET EASTERLY OF SAID WEST LINE OF LOT 4, MEASURED AT RIGHT ANGLES TO SAID WEST LINE; THENCE PARALLEL TO SAID WEST LINE, NORTH $00^{\circ}00'56''$ EAST 290.16 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 4; THENCE NORTH $89^{\circ}50'39''$ WEST 50.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

AREA: 26,990 SQ. FT.

PREPARED BY:



MARK S. WHITMER, L.S. NO. 5535



POC
NW COR. LOT 4, SMITH TRACT

SOUTH' RIGHT-OF-WAY LINE LUGONIA AVENUE

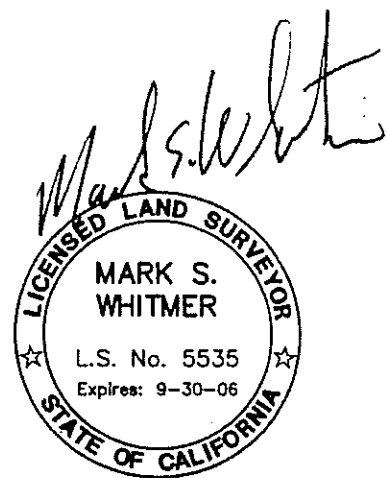
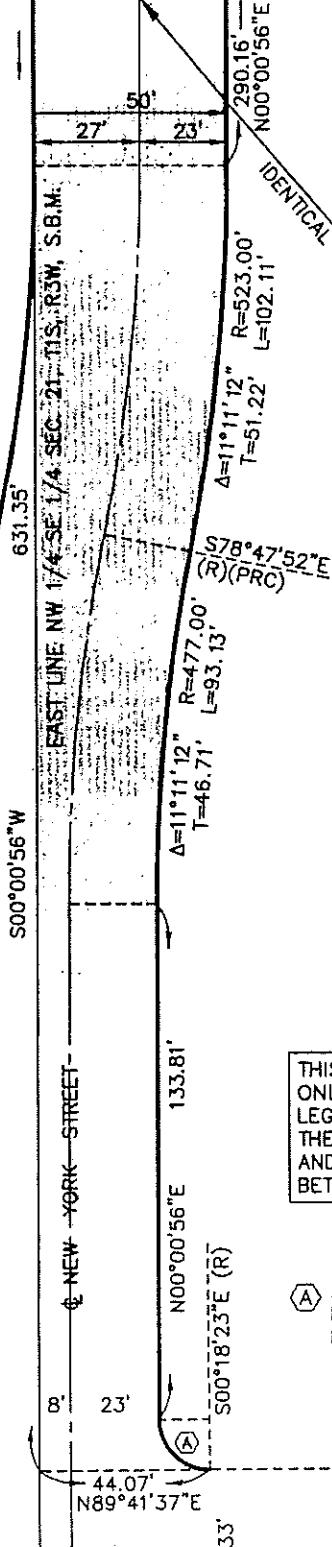
POB
NW COR. SOUTH 1/2 LOT 4

S00°00'56"W
630.66'

N89°50'39"W

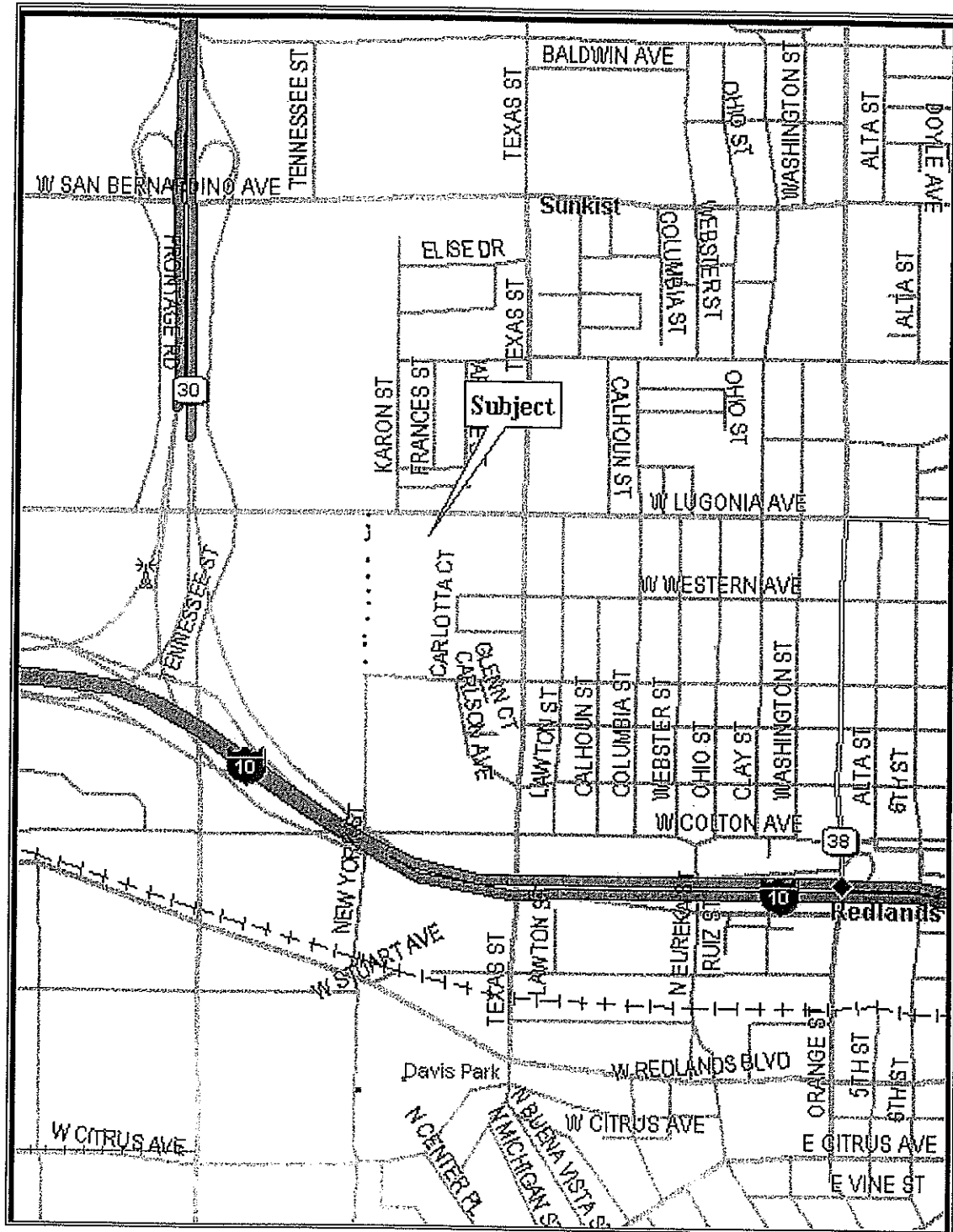
NORTH LINE S 1/2 LOT 4, SMITH TRACT

MATCH LINE



EAST LINE S 1/2 LOT 4, SMITH TRACT, M.B. 8/86

NEIGHBORHOOD MAP



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO – CENTRAL COURT

CITY OF REDLANDS,

Plaintiff,

v.

TELEDYNE TECHNOLOGIES, INC., a
Delaware Corporation;
DOES 1-100, inclusive; and all persons
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Defendants.

Case No. SCVSS 128681

Judge : Hon. Mary E. Fuller
Dept. : S09

STIPULATED JUDGMENT
(Portions of Parcel Nos. 169-021-01
and 169-021-10.)

Complaint Filed : 07/28/05
Trial Date : None Set

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IT APPEARING TO THE COURT THAT the parties have stipulated that judgment as hereinafter set forth may be entered; and,

IT FURTHER APPEARING TO THE COURT THAT there is proper cause therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1 1. City seeks to take, acquire and condemn the rights, title and interests of portions
2 of the real property designated as Assessor's Parcel Nos. 169-021-01 and 169-021-10, referred to
3 in City's Complaint and described in Exhibit A to this judgment ("Property").

4 2. The condemnation and taking is for the New York Street Extension and
5 Improvement Project, a public project, as set forth in the Complaint and is necessary to such
6 public use.

7 3. City and Teledyne have agreed to resolve all issues for the acquisition of the
8 Property by City. City shall pay to Teledyne, the total sum of \$390,000, inclusive of interest,
9 costs and fees as final resolution of this matter.

10 4. The sum of \$390,000 constitutes the full and final payment for the condemnation
11 and taking of the portion of the Property described in the City's Complaint and extinguishes all of
12 Teledyne's claims for damages, value of improvements, interest, costs, attorney's fees and any
13 other claim which could have been made in this action.

14 5. City may withdraw all funds, including interest, on deposit with the court for
15 return to the City.

16 6. Teledyne shall be responsible for the payment of property taxes owing on the
17 portion of the Property acquired, if any, as of the date of this judgment.

18 7. Upon full payment of \$390,000, Teledyne shall execute an acknowledgement of
19 satisfaction of judgment and any other document necessary to conclude this matter and for the
20 filing of a final order of condemnation.

21 8. This Court shall retain jurisdiction to enforce the stipulation between the parties
22 and the judgment, and shall award reasonable attorneys fees and costs to the prevailing party in
23 any action to enforce the rights of either party.

24 IT IS SO ORDERED.

25
26 Dated: _____

Mary E. Fuller
Judge, Superior Court

27 Case No. SCVSS 128681
28 179942.00068
 SDLIT\BWB\320108.1

A FEE INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

(Exhibit "A")

Portions of APN 169-021-01 and 169-021-10

EXHIBIT "A"

DESCRIPTION OF PROPERTY

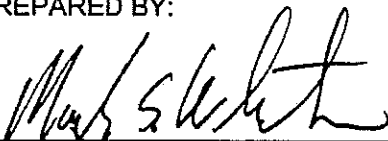
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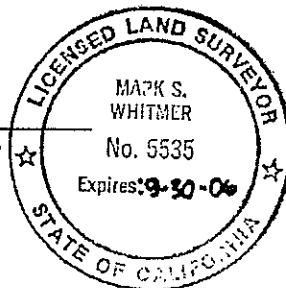
THAT PORTION OF THE NORTH 1/2 OF LOT 4, SMITH TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 86, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF LUGONIA AVENUE, 66 FEET WIDE, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 60 OF RECORDS OF SURVEY, PAGE 18, RECORDS OF SAID COUNTY, THENCE SOUTH $00^{\circ}00'56''$ WEST 630.66 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 4 TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 4; THENCE SOUTH $89^{\circ}50'39''$ EAST 50.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH $00^{\circ}00'56''$ EAST 598.23 FEET; THENCE SOUTH $89^{\circ}59'04''$ EAST 9.00' TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 13.00 FEET, A RADIAL LINE TO SAID BEGINNING HAVING A BEARING OF NORTH $89^{\circ}59'04''$ WEST; THENCE NORTHEASTERLY 20.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}26'36''$ TO A POINT WHICH LIES 52.00 FEET SOUTHERLY OF THE CENTER LINE OF SAID LUGONIA AVENUE, MEASURED AT RIGHT ANGLES TO SAID CENTER LINE; THENCE PARALLEL WITH SAID CENTER LINE SOUTH $89^{\circ}32'28''$ EAST 20.00 FEET; THENCE NORTH $00^{\circ}27'32''$ EAST 12.00 FEET TO A POINT WHICH LIES 40.00 FEET SOUTHERLY OF SAID CENTER LINE, MEASURED AT RIGHT ANGLES TO SAID CENTER LINE; THENCE PARALLEL WITH SAID CENTER LINE NORTH $89^{\circ}32'28''$ WEST 90.00 FEET; THENCE NORTH $00^{\circ}27'32''$ EAST 7.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID LUGONIA AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH $89^{\circ}32'28''$ WEST 182.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AREA: 33,113 SQ. FT.

PREPARED BY:


MARK S. WHITMER, L.S. NO. 5535



POR. W 1/2, SE 1/4, SEC. 21, T1S, R3W, S.B.M.

500°00'56"W

630.66'

WEST LINE LOT 4, SMITH TRACT, M.B. 8/86

NEW YORK STREET

N00°00'56"E

598.23'

POB
NW. COR. OF LOT 4,
SMITH TRACT, M.B. 8/86

N89°32'28"W

182.25'

LUGONIA AVENUE

N89°32'28"W

EXIST. R/W

L1 (A) N89°59'04"W (R)

Δ=90°26'36"
R=13.00'
T=13.10'
L=20.52'

L1 S89°59'04"E
9.00'
L4 S89°32'28"E
90.00'

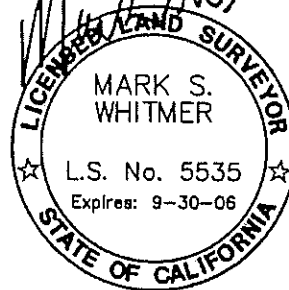
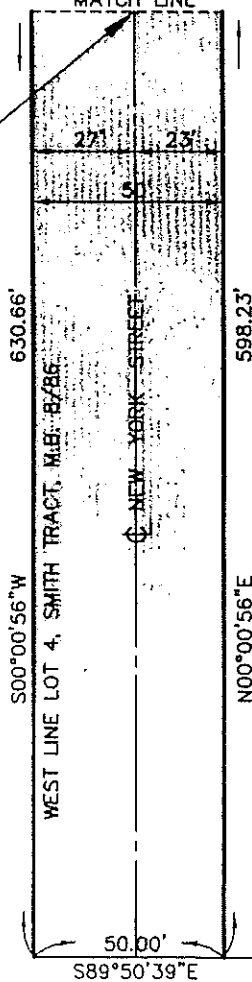
L2 S89°32'28"E
20.00'
L5 N00°27'32"E
7.00'

L3 N00°27'32"E
12.00'

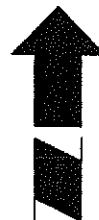
THIS EXHIBIT PLAT IS FOR INFORMATIONAL PURPOSES ONLY, SHOWING THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A". THE LEGAL DESCRIPTION IS THE CONTROLLING DOCUMENT AND SHALL TAKE PRECEDENCE OVER ANY DISCREPANCIES BETWEEN THE LEGAL DESCRIPTION AND THE EXHIBIT PLAT.

MATCH LINE

POINTS



PORTION OF THE NORTH 1/2 LOT 4
SMITH TRACT
M.B. 8/86



SCALE: 1" = 50'

APN 0169-021-01
TELEDYNE TECHNOLOGIES INC
2049 CENTURY PARK EAST, 15TH FL.
LOS ANGELES, CA 90067

SO. LINE N 1/2 LOT 4, SMITH TRACT

DESCRIPTION OF PROPERTY

Real property located in the City of Redlands, County of San Bernardino, State of California, described as follows:

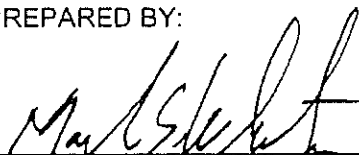
THAT PORTION OF THE SOUTH 1/2 OF LOT 4, SMITH TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 OF MAPS, PAGE 86, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

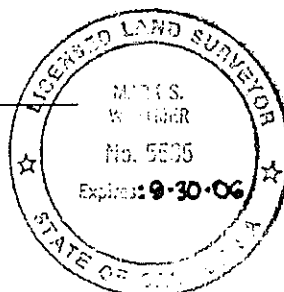
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF LUGONIA AVENUE, 66 FEET WIDE, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 60 OF RECORDS OF SURVEY, PAGE 18, RECORDS OF SAID COUNTY, THENCE SOUTH $00^{\circ}00'56''$ WEST 630.66 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 4 TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID LOT 4, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $00^{\circ}00'56''$ WEST 631.35 FEET, MORE OR LESS, ALONG SAID WEST LINE OF LOT 4 TO THE NORTH RIGHT-OF-WAY LINE OF BROCKTON AVENUE, 66 FEET WIDE, AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH $89^{\circ}41'37''$ EAST 44.07 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 13.00 FEET, A RADIAL TO WHICH BEARS SOUTH $00^{\circ}18'23''$ EAST; THENCE NORTHWESTERLY 20.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}19'19''$ TO A POINT WHICH LIES 31.00 FEET EASTERLY OF SAID WEST LINE OF LOT 4, MEASURED AT RIGHT ANGLES TO SAID WEST LINE; THENCE NORTH $00^{\circ}00'56''$ EAST 133.81 FEET, PARALLEL WITH SAID WEST LINE, TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 477.00 FEET; THENCE NORTHEASTERLY 93.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}11'12''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 523.00 FEET, A RADIAL LINE TO SAID BEGINNING HAVING A BEARING OF SOUTH $78^{\circ}47'52''$ EAST; THENCE NORTHERLY 102.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}11'12''$, TO A POINT WHICH LIES 50.00 FEET EASTERLY OF SAID WEST LINE OF LOT 4, MEASURED AT RIGHT ANGLES TO SAID WEST LINE; THENCE PARALLEL TO SAID WEST LINE, NORTH $00^{\circ}00'56''$ EAST 290.16 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 4; THENCE NORTH $89^{\circ}50'39''$ WEST 50.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

AREA: 26,990 SQ. FT.

PREPARED BY:


MARK S. WHITMER, L.S. NO. 5535



POC
NW COR. LOT 4, SMITH TRACT

SOUTH' RIGHT-OF-WAY LINE LUGONIA AVENUE

POB
NW COR. SOUTH 1/2 LOT 4

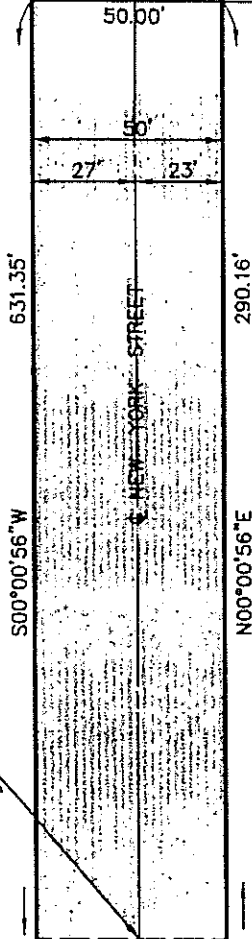
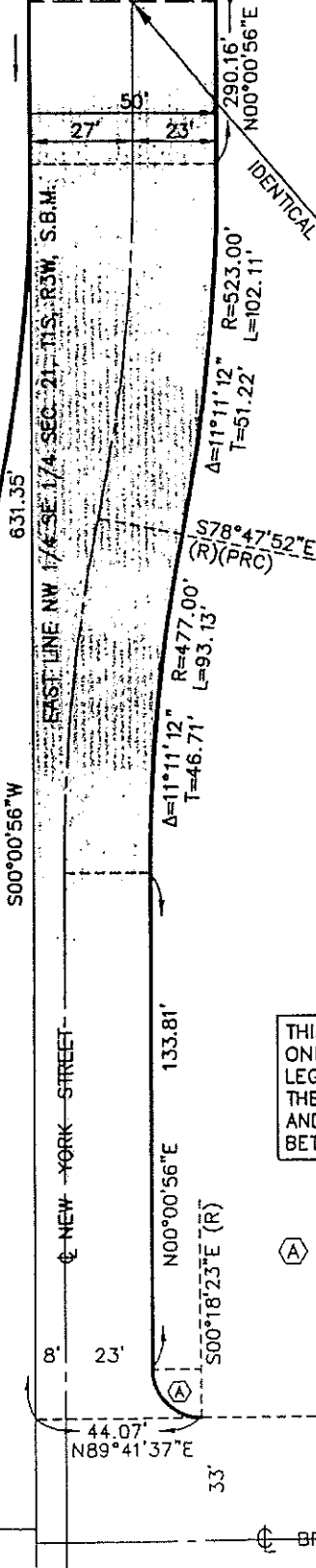
S00°00'56"W
630.66'

N89°50'39"W

50.00'

NORTH LINE S 1/2 LOT 4, SMITH TRACT

MATCH LINE



PORTION OF THE SOUTH 1/2 LOT 4,
SMITH TRACT
M.B. 8/86

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Δ = 90°19'19"
R = 13.00'
L = 20.49"
T = 13.07'

SCALE: 1" = 50'

APN 0169-021-10
TELEDYNE TECHNOLOGIES INC
2049 CENTURY PARK EAST, 15TH FL.
LOS ANGELES, CA 90067

EXIST. R/W

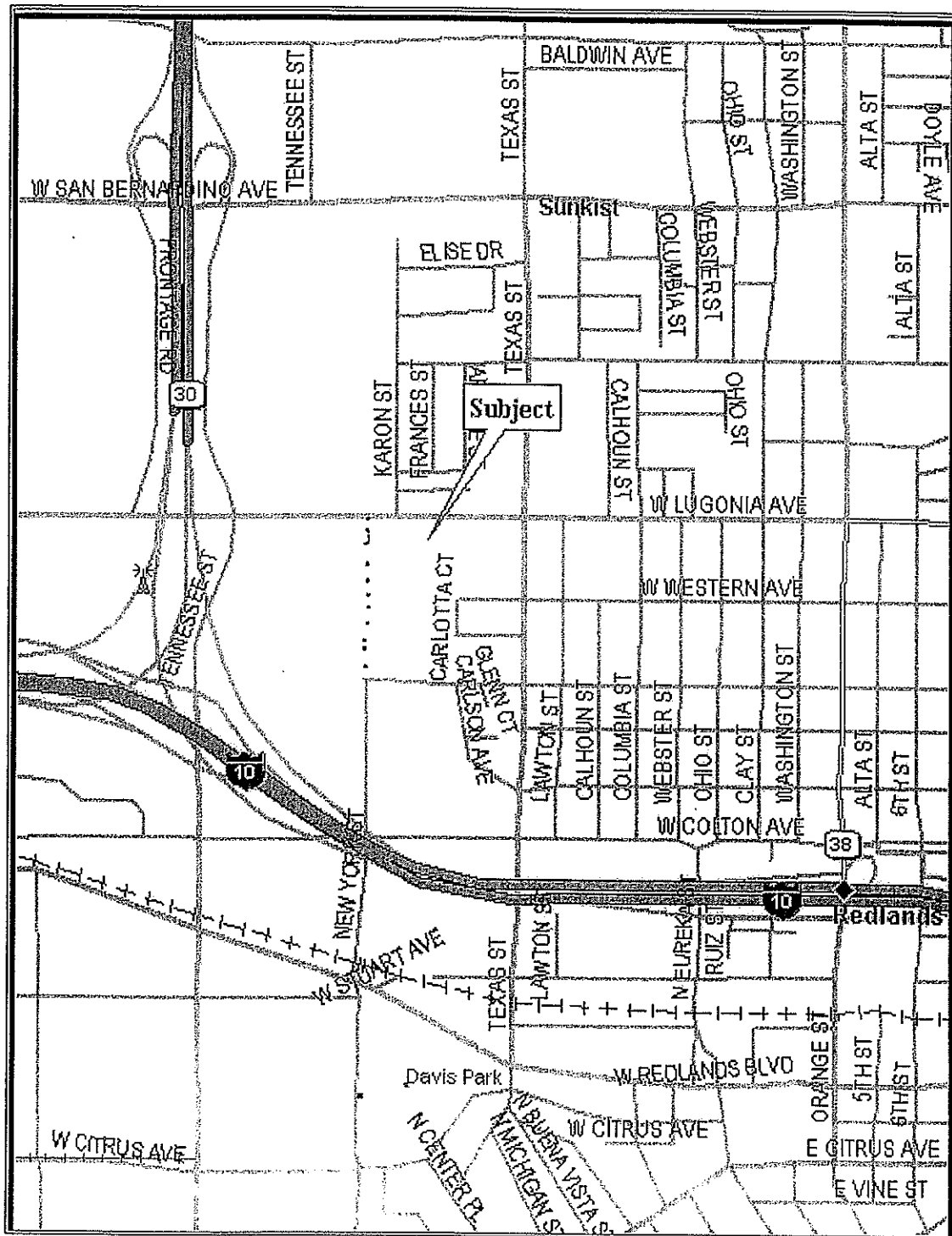
BROCKTON AVENUE

N89°41'37"E

96380E01

33'

NEIGHBORHOOD MAP



BEST BEST & KRIEGER LLP

A CALIFORNIA LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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(619) 525-1335
BRUCE.BEACH@BBKLAW.COM
FILE NO. 17942.00068

November 3, 2005

Daniel J. McHugh
City Attorney
CITY OF REDLANDS
P.O. Box 3006
Redlands, CA 92373

Re: *City of Redlands v. Teledyne Technologies, Inc., et al.*
San Bernardino Superior Court Case No. SCVSS 128681

① LINDA -
PLEASE HAVE
THIS DONE

Dear Mr. McHugh:

Enclosed with this letter is the original Settlement Agreement which has been executed on behalf of Teledyne Technologies Incorporated ("Teledyne") and approved as to form by both counsel. Please have the original Settlement Agreement executed on behalf of the City of Redlands and provide us with a copy to send to Mr. Schaefer on behalf Teledyne.

② LINDA -
Please
get
check

At this time, we are also sending the Stipulation for Judgment and Judgment to the court to be signed and filed accordingly. We will provide you and Mr. Schaefer with conformed copies upon receipt. We request that you now provide us with a check in the amount of **\$390,000** payable to, "**Teledyne Technologies Incorporated.**" We will forward the payment to Mr. Schaefer and request that he execute an Acknowledgment of Satisfaction of Judgment which we will also have filed with the court and recorded. The Final Order of Condemnation will be filed with the court and recorded, transferring title of the property from Teledyne to the City of Redlands.

③ send
all to
Bruce
Beach

After these actions have been completed, we will withdraw the funds and interest on deposit for return to the City of Redlands.

LAW OFFICES OF
BEST BEST & KRIEGER LLP

Daniel J. McHugh
November 3, 2005
Page 2

Should you have any questions regarding the enclosed document or this matter, please contact the undersigned at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Bruce W. Beach". The signature is written in a cursive, slightly stylized font.

Bruce W. Beach
of BEST BEST & KRIEGER LLP

BWB:mjd
Enclosure
S:\LIT\BWB\321406.1

CLOSED SESSION

The City Council meeting recessed at 4:24 P.M. to a closed session to discuss the following:

1. Conference with real property negotiator - Government Code Section 54956.8
 - a. Property: 1132 East Cypress Avenue
Negotiating parties: Naji Doumit and Linda Emmerson
Under negotiation: Terms and price
2. **Conference with legal counsel: Existing litigation – Government Code Section 54956.9(a): City of Redlands v. Teledyne, Case No. SCVSS 128681**

The meeting reconvened at 7:00 P.M.

CLOSED SESSION REPORT

None forthcoming.

PRESENTATIONS

Jean Lafitte, Louisiana, Assistance Efforts - After several attempts to get through the busy telephone circuits, Councilmember George placed a call to Mayor Timothy P. Kerner of Jean Lafitte, Louisiana, who expressed his sincere appreciation to the citizens of Redlands for their offer of assistance for his city to recover from the disastrous Hurricanes Katrina and Rita. A PowerPoint presentation of pictures taken by Chief of Water Resources Doug Headrick and Pastor Felix Roger Jones, III, during their recent visit to Jean Lafitte was shown while Pastor Jones described the devastation. Councilmember George reported an account has been set up for donations (checks should be payable to the City of Redlands and designated for the *Sister City Relief Fund*) and a staging area will be set up for receipt of goods to be donated. A Jean Lafitte festival fund raiser is being organized by City staff; further information will be provided in the future.

I-10 Widening Project - Cheryl Donahue, Public Information Officer, and Daren Kettle, Construction Manager, SANBAG, presented information regarding the I-10 widening project. A groundbreaking will take place on November 1, 2005, at 11:00 A.M. The 30-month project includes the expansion of 11 bridges and construction of 14-foot sound walls between Orange and Ford Streets.

ANNOUNCEMENTS/REPORTS

Councilmembers reported on their activities and attendance at meetings during the past two weeks.