

# CITY OF INDUSTRY

---

## CITY COUNCIL REGULAR MEETING AGENDA

APRIL 25, 2019  
9:00 AM



Mayor Mark Radecki  
Mayor Pro Tem Cory Moss  
Council Member Abraham Cruz  
Council Member Catherine Marcucci  
Council Member Newell Ruggles

---

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

---

### **Addressing the City Council:**

- ▶ **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

### **Americans with Disabilities Act:**

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

### **Agendas and other writings:**

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

- 
1. Call to Order
  2. Flag Salute
  3. Roll Call
  4. Public Comments

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for April 25, 2019

*RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.*

5.2 Consideration of the minutes of the April 11, 2019 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6. **ACTION ITEMS**

6.1 Development Plan 18-06, 18731 Railroad Street

Consideration of Resolution No. CC 2019-19 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-06 TO ALLOW FOR THE DEMOLITION OF 1,700 SQUARE FEET OF BUILDING AREA AND 6,000 SQUARE FEET OF OFFICE SPACE, AND THE CONSTRUCTION OF 9,720 SQUARE FEET OF OFFICE SPACE AT AN EXISTING INDUSTRIAL BUILDING LOCATED AT 18731 RAILROAD STREET, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-19.*

6.2 Consideration of Resolution No. CC 2019-20 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB1 PROJECT FOR FISCAL YEAR 2019-2020

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-20.*

6.3 Consideration of Resolution No. CC 2019-21 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ELECTING TO BE EXEMPT FROM THE CONGESTION MANAGEMENT PROGRAM

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-21.*

- 6.4 Consideration of Resolution No. CC 2019-22 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE INDUSTRY STATION YOUTH ACTIVITIES LEAGUE IN THE AMOUNT OF FIFTY THOUSAND DOLARS (\$50,000.00)

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-22.*

- 6.5 Consideration of an Agreement with California Department of Transportation for the Stimson Avenue At-Grade Railroad Crossing at Los Angeles subdivision north of Gale Avenue (MP 06-11 #21)

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.6 Consideration of a Professional Services Agreement with Cartegraph Systems, LLC for Work Order Geographic Information System Software in the amount of \$123,446.75 through March 21, 2022 (MP16-06)

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.7 Consideration of an Amendment No. 1 to the Professional Services Agreement with Biggs Cardosa Associates, Inc., for Consulting Services for the repainting of the Azusa Avenue Bridge over Valley Boulevard Project (MP 10-08-#6)

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.8 Discussion and consideration to cancel the May 9, 2019 City Council Meeting due to a lack of quorum

*RECOMMENDED ACTION: Cancelling the May 9, 2019 Regular Schedule City Council meeting.*

## **7. PUBLIC HEARING**

- 7.1 Public Hearing regarding the intent to vacate a portion of Old Brea Canyon Road in the City of Industry

Consideration of Resolution No. CC 2019-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY VACATING A PORTION OF OLD BREA CANYON ROAD IN THE CITY OF INDUSTRY

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-17.*

- 7.2 Public Hearing regarding the intent to vacate four public service easements located on Assessor Parcel Numbers 8719-007-933, 8719-007-934, 8719-022-904, AND 8719-009-910 within the City of Industry

Consideration of Resolution No. CC 2019-18 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY VACATING FOUR PUBLIC SERVICE EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBERS 8719-007-933, 8719-007-934, 8719-022-904, AND 8719-009-910 WITHIN THE CITY OF INDUSTRY

*RECOMMENDED ACTION: Adopt Resolution No. CC 2019-18.*

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: Abelina Gonzalez, et al, v. County of Los Angeles, City of Industry, et al

Superior Court of California, County of Los Angeles

Case No. BC718008

12. Adjournment. The next regular City Council Meeting will be Thursday, May 9, 2019 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF APRIL 25, 2019**

**FUND RECAP:**

| <u>FUND</u>     | <u>DESCRIPTION</u>       | <u>DISBURSEMENTS</u> |
|-----------------|--------------------------|----------------------|
| 100             | GENERAL FUND             | 1,784,268.59         |
| 103             | PROP A FUND              | 4,685.42             |
| 120             | CAPITAL IMPROVEMENT FUND | 330,545.29           |
| TOTAL ALL FUNDS |                          | 2,119,499.30         |

**BANK RECAP:**

| <u>BANK</u>     | <u>NAME</u>                      | <u>DISBURSEMENTS</u> |
|-----------------|----------------------------------|----------------------|
| BOFA            | BANK OF AMERICA - CKING ACCOUNTS | 205,961.93           |
| PROP/A          | PROP A - CKING ACCOUNT           | 4,685.42             |
| REF             | REFUSE - CKING ACCT              | 756.65               |
| WFBK            | WELLS FARGO - CKING ACCOUNT      | 1,908,095.30         |
| TOTAL ALL BANKS |                                  | 2,119,499.30         |

APPROVED PER CITY MANAGER

---

CITY OF INDUSTRY

BANK OF AMERICA

April 25, 2019

| Check                             | Date       |            | Payee Name                             | Check Amount |
|-----------------------------------|------------|------------|--|--------------|
| <b>CITYGEN.CHK - City General</b> |            |            |  |              |
| WT1110                            | 03/25/2019 |            | CAL-PERS                               | \$45,961.93  |
|                                   | Invoice    | Date       | Description                            | Amount       |
|                                   | APRIL 2019 | 03/25/2019 | CALPERS MEDICAL PREMIUM FOR APRIL 2019 | \$45,961.93  |
| 24424                             | 04/10/2019 |            | CIVIC RECREATIONAL INDUSTRIAL          | \$100,000.00 |
|                                   | Invoice    | Date       | Description                            | Amount       |
|                                   | 04/10/19   | 04/10/2019 | TRANSFER FUNDS-CRIA A/P                | \$100,000.00 |
| 24425                             | 04/10/2019 |            | INDUSTRY PROPERTY & HOUSING            | \$60,000.00  |
|                                   | Invoice    | Date       | Description                            | Amount       |
|                                   | 4/10/2019  | 04/10/2019 | TRANSFER FUNDS-IPHMA A/P               | \$60,000.00  |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|        | Total  | 3     | \$205,961.93       |

CITY OF INDUSTRY

PROP A

April 25, 2019

| Check                              | Date       |            | Payee Name                                   | Check Amount |
|------------------------------------|------------|------------|--|--------------|
| <b>PROPA.CHK - Prop A Checking</b> |            |            |  |              |
| 90064                              | 04/17/2019 |            | WALNUT VALLEY WATER DISTRICT                 | \$149.26     |
|                                    | Invoice    | Date       | Description                                  | Amount       |
|                                    | 3299182    | 04/17/2019 | 3/1-3/31/19 SVC-IRR METROLINK SPANISH LN     | \$128.72     |
|                                    | 3300161    | 04/10/2019 | 2/28-3/30/19 SVC-PLATFORM METROLINK BREA CYN | \$20.54      |
| 90065                              | 04/17/2019 |            | VOIDED-<br>SPOILED CK                        | \$0.00       |
| 90066                              | 04/17/2019 |            | VOIDED-<br>SPOILED CK                        | \$0.00       |
| 90067                              | 04/17/2019 |            | VOIDED-<br>SPOILED CK                        | \$0.00       |
| 90068                              | 04/17/2019 |            | VOIDED-<br>SPOILED CK                        | \$0.00       |
| 90069                              | 04/17/2019 |            | VOIDED-<br>SPOILED CK                        | \$0.00       |
| 90070                              | 04/25/2019 |            | CITY OF INDUSTRY-REFUSE                      | \$78.80      |
|                                    | Invoice    | Date       | Description                                  | Amount       |
|                                    | 3569386    | 04/01/2019 | DISP SVC-METROLINK                           | \$78.80      |
| 90071                              | 04/25/2019 |            | CNC ENGINEERING                              | \$832.50     |
|                                    | Invoice    | Date       | Description                                  | Amount       |
|                                    | 458455     | 04/11/2019 | CITYWIDE ADA SELF EVALUATION/TRANSITION PLAN | \$832.50     |
| 90072                              | 04/25/2019 |            | INDUSTRY SECURITY SERVICES                   | \$3,459.46   |

CITY OF INDUSTRY

PROP A

April 25, 2019

| Check                       | Date       |            | Payee Name             | Check Amount |
|-----------------------------|------------|------------|------------------------|--------------|
| PROPA.CHK - Prop A Checking |            |            |                        |              |
|                             | Invoice    | Date       | Description            | Amount       |
|                             | 14-23809   | 04/12/2019 | SECURITY SVC-METROLINK | \$1,729.73   |
|                             | 14-23795   | 04/05/2019 | SECURITY SVC-METROLINK | \$1,729.73   |
| 90073                       | 04/25/2019 |            | JANUS PEST MANAGEMENT  | \$65.00      |
|                             | Invoice    | Date       | Description            | Amount       |
|                             | 208907     | 03/27/2019 | PEST SVC-METROLINK     | \$65.00      |
| 90074                       | 04/25/2019 |            | SO CAL INDUSTRIES      | \$100.40     |
|                             | Invoice    | Date       | Description            | Amount       |
|                             | 373850     | 03/26/2019 | RR RENTAL-METROLINK    | \$100.40     |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|        | Total  | 11    | \$4,685.42         |

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
April 25, 2019**

| Checks                         | Date       |            | Payee Name               | Check Amount |
|--------------------------------|------------|------------|--------------------------|--------------|
| <b>REFUSE - Refuse Account</b> |            |            |                          |              |
| 80123                          | 04/25/2019 |            | JBC SAFETY PLASTIC, INC. | \$756.65     |
|                                | Invoice    | Date       | Description              | Amount       |
|                                | 4/9/19     | 04/09/2019 | REFUND-CID ACCT #071169  | \$756.65     |

| Check | Status | Count | Transaction Amount |
|-------|--------|-------|--------------------|
|       | Total  | 1     | \$756.65           |

**CITY OF INDUSTRY**  
**WELLS FARGO VOIDED CHECKS**  
**April 25, 2019**

| Checks  | Date       |            | Payee Name   | Check Amount  |
|---|------------|------------|--|---------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |            |  |               |
| 69438   | 08/23/2018 |            | 04/10/2019 SOUTH COAST A.Q.M.D.                                | (\$233.77)    |
|   | Invoice    | Date       | Description  | Amount        |
|   | 08/07/18   | 08/07/2018 | VOIDED-STALE CHECK<br>PERMIT FEE-REISSUANCE OF PERMIT FOR FUEL | (\$233.77)    |
| 70959   | 04/11/2019 |            | 04/11/2019 LOCKE LORD LLP                                      | (\$84,358.66) |
|   | Invoice    | Date       | Description  | Amount        |
|   | 1483770    | 03/18/2019 | VOIDED-SIGNED IN ERROR<br>LEGAL SVC-JAN/FEB 2019               | (\$64,248.00) |
|   | 1483756    | 03/18/2019 | LEGAL SVC-FEB 2019   | (\$19,876.09) |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|        | Total  | 2     | (\$84,358.66)      |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date          |            | Payee Name  | Check Amount |
|---|---------------|------------|---|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |            |   |              |
| 70998   | 04/10/2019    |            | SOUTH COAST A.Q.M.D.                              | \$233.77     |
|   | Invoice       | Date       | Description                                       | Amount       |
|   | 08/07/18      | 08/07/2018 | PERMIT FEE-REISSUANCE OF PERMIT FOR FUEL          | \$233.77     |
| 70999   | 04/11/2019    |            | LOCKE LORD LLP                                    | \$84,124.89  |
|   | Invoice       | Date       | Description                                       | Amount       |
|   | 1483770       | 03/18/2019 | LEGAL SVC-JAN/FEB 2019                            | \$64,248.80  |
|   | 1483756       | 03/18/2019 | LEGAL SVC-FEB 2019                                | \$19,876.09  |
| 71000   | 04/11/2019    |            | INDUSTRY PUBLIC UTILITIES                         | \$117.91     |
|   | Invoice       | Date       | Description                                       | Amount       |
|   | 2019-00001406 | 03/18/2019 | 01/18-03/18/19 SVC - VALLEY & 7TH (IRRI)          | \$117.91     |
| 71001   | 04/11/2019    |            | ROWLAND WATER DISTRICT                            | \$2,728.85   |
|   | Invoice       | Date       | Description                                       | Amount       |
|   | 2019-00001374 | 03/28/2019 | 02/13-03/14/19 SVC - 1135 HATCHER AVE             | \$46.85      |
|   | 2019-00001375 | 03/28/2019 | 02/13-03/14/19 SVC - 1123 HATCHER AVE STE C       | \$75.20      |
|   | 2019-00001376 | 03/28/2019 | 02/13-03/14/19 SVC - 755 NOGALES AT - RC          | \$237.81     |
|   | 2019-00001377 | 03/28/2019 | 02/13-03/14/19 SVC - AZUSA AVE - RC               | \$57.02      |
|   | 2019-00001378 | 03/28/2019 | 02/13-03/14/19 SVC - 1123 HATCHER ST STE D        | \$62.60      |
|   | 2019-00001379 | 03/28/2019 | 02/13-03/14/19 SVC - HURLEY ST & VALLEY BLVD      | \$371.85     |
|   | 2019-00001380 | 03/28/2019 | 02/13-03/14/19 SVC - 18044 ROWLAND ST             | \$56.30      |
|   | 2019-00001381 | 03/28/2019 | 02/13-03/14/19 SVC - 17401 E VALLEY BLVD          | \$305.70     |
|   | 2019-00001382 | 03/28/2019 | 02/13-03/14/19 SVC - 930 S AZUSA AVE              | \$397.05     |
|   | 2019-00001383 | 03/28/2019 | 02/13-03/14/19 SVC - 17217 & 17229 CHESTNUT - IRR | \$40.55      |
|   | 2019-00001384 | 03/28/2019 | 02/14-03/18/19 SVC - 1100 S AZUSA AVE             | \$165.87     |

**CITY OF INDUSTRY**  
**WELLS FARGO BANK**  
**April 25, 2019**

| Check   | Date       |            | Payee Name                                     | Check Amount      |
|---|------------|------------|--|-------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |            |  |                   |
| 2019-00001385                                 | 03/28/2019 |            | 02/14-03/18/19 SVC - 1023 NOGALES ST - IRR     | \$40.55           |
| 2019-00001386                                 | 03/28/2019 |            | 02/14-03/18/19 SVC - 909 U NOGALES ST - IRR    | \$440.60          |
| 2019-00001387                                 | 03/28/2019 |            | 02/14-03/18/19 SVC - 1015 NOGALES ST - PUMP    | \$305.70          |
| 2019-00001388                                 | 03/28/2019 |            | 02/14-03/18/19 SVC - AZUSA AVE                 | \$59.45           |
| 2019-00001389                                 | 03/28/2019 |            | 02/14-03/18/19 SVC - AZUSA AVE - CENTER        | \$65.75           |
| <b>71002</b>                                  | 04/11/2019 |            | <b>SAN GABRIEL VALLEY WATER CO.</b>            | <b>\$3,548.71</b> |
|   | Invoice    | Date       | Description                                    | Amount            |
| 2019-00001390                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - CROSSROADS PKY SOUTH      | \$254.07          |
| 2019-00001391                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - STA 103-80 CROSSROADS PKY | \$111.56          |
| 2019-00001392                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - CROSSROADS PKY SOUTH      | \$257.84          |
| 2019-00001393                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - CROSSROADS PKY NORTH      | \$382.49          |
| 2019-00001394                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - STA 129-00 CROSSROADS PKY | \$232.43          |
| 2019-00001395                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - STA 111-50 CROSSROADS PKY | \$134.22          |
| 2019-00001396                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - PELLISSIER                | \$265.40          |
| 2019-00001397                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - PELLISSIER                | \$345.74          |
| 2019-00001398                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - PECK/UNION PACIFIC BRIDGE | \$306.94          |
| 2019-00001399                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - S/E COR OF PELLISSIER     | \$892.39          |
| 2019-00001400                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - PELLISSIER                | \$175.77          |
| 2019-00001401                                 |            | 03/28/2019 | 02/26-03/27/19 SVC - IRRIG SALT LAKE/SEVENTH   | \$189.86          |
| <b>71003</b>                                  | 04/11/2019 |            | <b>SO CALIFORNIA EDISON COMPANY</b>            | <b>\$3,851.33</b> |
|   | Invoice    | Date       | Description                                    | Amount            |
| 2019-00001407                                 |            | 03/27/2019 | 04/17-05/14/19 SVC - 12851 CROSSROADS PKWY S   | \$125.53          |
| 2019-00001408                                 |            | 03/28/2019 | 02/25-03/26/19 SVC - BREA CYN RD-VARIOUS SITES | \$614.36          |
| 2019-00001409                                 |            | 03/28/2019 | 02/20-03/21/19 SVC - 1015 NOGALES ST           | \$552.52          |
| 2019-00001410                                 |            | 03/29/2019 | 02/27-03/28/19 SVC - 205 N HUDSON AVE          | \$186.10          |
| 15660STAFF-MAR19                              |            | 03/29/2019 | 02/27-03/28/19 SVC - 15660 STAFFORD ST         | \$1,381.99        |
| 2019-00001411                                 |            | 03/29/2019 | 02/27-03/28/19 SVC - 137 N HUDSON AVE          | \$352.90          |
| 2019-00001412                                 |            | 04/02/2019 | 03/01-04/01/19 SVC - 1 VALLEY/AZUSA OL 1       | \$16.76           |
| 2019-00001413                                 |            | 04/02/2019 | 03/01-04/01/19 SVC - GALE AVE / L STREET       | \$37.44           |

**CITY OF INDUSTRY**  
**WELLS FARGO BANK**  
**April 25, 2019**

| Check   | Date          |            | Payee Name                                   | Check Amount      |
|---|---------------|------------|--|-------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |            |  |                   |
|   | 2019-00001414 | 04/02/2019 | 03/01-04/01/19 SVC - NOGALES ST/SAN JOSE AVE | \$489.58          |
|   | 2019-00001415 | 04/02/2019 | 03/01-04/01/19 SVC - VARIOUS SITES           | \$94.15           |
| <b>71004</b>                                  | 04/11/2019    |            | <b>SO CALIFORNIA EDISON COMPANY</b>          | <b>\$6,192.39</b> |
|   | Invoice       | Date       | Description                                  | Amount            |
|   | 7590201871    | 03/05/2019 | METER/SERVICE RELOCATION FOR TRAIL LIGHTING  | \$6,192.39        |
| <b>71005</b>                                  | 04/11/2019    |            | <b>SOCALGAS</b>                              | <b>\$208.17</b>   |
|   | Invoice       | Date       | Description                                  | Amount            |
|   | 2019-00001416 | 03/27/2019 | 02/22-03/25/19 SVC - 15415 DON JULIAN RD     | \$208.17          |
| <b>71006</b>                                  | 04/11/2019    |            | <b>SUBURBAN WATER SYSTEMS</b>                | <b>\$142.46</b>   |
|   | Invoice       | Date       | Description                                  | Amount            |
|   | 180031411380  | 03/26/2019 | 02/22-03/25/19 SVC - 205 HUDSON AV           | \$36.15           |
|   | 180031411575  | 03/27/2019 | 02/26-03/26/19 SVC - AZUSA & GEMINI          | \$106.31          |
| <b>71007</b>                                  | 04/11/2019    |            | <b>VERIZON WIRELESS - LA</b>                 | <b>\$1,480.22</b> |
|   | Invoice       | Date       | Description                                  | Amount            |
|   | 9826999797    | 03/26/2019 | 02/27-03/26/19 SVC - VARIOUS WIRELESS SVC    | \$1,480.22        |
| <b>71008</b>                                  | 04/16/2019    |            | <b>AT &amp; T</b>                            | <b>\$9.01</b>     |
|   | Invoice       | Date       | Description                                  | Amount            |
|   | 2019-00001435 | 04/01/2019 | 04/01-04/30/19 SVC - CITY WHITE PAGES        | \$9.01            |
| <b>71009</b>                                  | 04/16/2019    |            | <b>FRONTIER</b>                              | <b>\$1,212.36</b> |
|   | Invoice       | Date       | Description                                  | Amount            |
|   | 2019-00001436 | 04/01/2019 | 04/01-04/30/19 SVC - VARIOUS SITES           | \$1,012.42        |

CITY OF INDUSTRY

WELLS FARGO BANK

April 25, 2019

| Check   | Date          |            | Payee Name                                      | Check Amount      |
|---|---------------|------------|---|-------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |            |   |                   |
|   | 2019-00001437 | 04/02/2019 | 04/02-05/01/19 SVC - 1015 NOGALES ST PUMP STN   | \$54.95           |
|   | 2019-00001438 | 04/02/2019 | 04/02-05/01/19.SVC - IH GOLF COURSE FUEL PUMP   | \$144.99          |
| <b>71010</b>                                  | 04/16/2019    |            | <b>SO CALIFORNIA EDISON COMPANY</b>             | <b>\$4,197.97</b> |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 2019-00001439 | 04/05/2019 | 03/05-04/03/19 SVC - 15625 STAFFORD ST          | \$3,561.25        |
|   | 2019-00001440 | 04/06/2019 | 03/07-04/05/19 SVC - 1135 HATCHER AVE           | \$198.16          |
|   | 2019-00001441 | 04/06/2019 | 03/07-04/05/19 SVC - 1123 HATCHER AVE STE A     | \$161.99          |
|   | 2019-00001442 | 04/09/2019 | 03/05-04/05/19 SVC - 133 N AUZSA AVE            | \$179.07          |
|   | 2019-00001443 | 04/09/2019 | 05/14-06/13/18 SVC - 12851 CROSSROADS PKWY S    | \$97.50           |
| <b>71011</b>                                  | 04/16/2019    |            | <b>SOCALGAS</b>                                 | <b>\$51.38</b>    |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 2019-00001444 | 04/03/2019 | 03/01-04/01/19 SVC - 710 NOGALES ST             | \$16.42           |
|   | 2019-00001445 | 04/03/2019 | 03/01-04/01/19 SVC - 1015 NOGALES ST STE 101    | \$19.54           |
|   | 2019-00001446 | 04/05/2019 | 03/05-04/03/19 SVC - 1 INDUSTRY HILLS PKWY      | \$15.42           |
| <b>71012</b>                                  | 04/16/2019    |            | <b>SUBURBAN WATER SYSTEMS</b>                   | <b>\$241.17</b>   |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 180031413806  | 04/02/2019 | 03/05-04/02/19 SVC - NE CNR VALLEY/STIMS        | \$241.17          |
| <b>71013</b>                                  | 04/16/2019    |            | <b>WALNUT VALLEY WATER DISTRICT</b>             | <b>\$2,777.03</b> |
|   | Invoice       | Date       | Description                                     | Amount            |
|   | 3299211       | 04/04/2019 | 03/01-03/31/19 SVC - IRR 820 FAIRWAY DR         | \$64.90           |
|   | 3299263       | 04/04/2019 | 03/01-03/31/19 SVC - LEMON AVE N OF CURRIER RD  | \$37.16           |
|   | 3299297       | 04/04/2019 | 03/01-03/31/19 SVC - BREA CYN RD & OLD RANCH RD | \$40.92           |
|   | 3299313       | 04/04/2019 | 03/01-03/31/19 SVC - FERRERO & GRAND EAST RAMP  | \$563.10          |
|   | 3299359       | 04/04/2019 | 03/01-03/31/19 SVC - 21350 VALLEY-MEDIAN        | \$25.88           |

**CITY OF INDUSTRY**  
**WELLS FARGO BANK**  
**April 25, 2019**

| Check   | Date       |            | Payee Name                                      | Check Amount       |
|---|------------|------------|---|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |            |   |                    |
|   | 3299360    | 04/04/2019 | 03/01-03/31/19 SVC - GRAND CROSSING EAST        | \$37.16            |
|   | 3299361    | 04/04/2019 | 03/01-03/31/19 SVC - GRAND CROSSING WEST        | \$61.60            |
|   | 3299362    | 04/04/2019 | 03/01-03/31/19 SVC - BAKER PKWY & GRAND N/W CNR | \$1,128.98         |
|   | 3299369    | 04/04/2019 | 03/01-03/31/19 SVC - E/S GRAND S/O BAKER PKWY   | \$157.02           |
|   | 3299375    | 04/04/2019 | 03/01-03/31/19 SVC - BREA CYN N OF RR TRKS      | \$123.94           |
|   | 3299376    | 04/04/2019 | 03/01-03/31/19 SVC - BREA CYN N OF CURRIER      | \$26.18            |
|   | 3299378    | 04/04/2019 | 03/01-03/31/19 SVC - 60 FWY INTERCHANGE FAIRWAY | \$20.54            |
|   | 3299397    | 04/04/2019 | 03/01-03/31/19 SVC - END OF BAKER PKWY-TEMP     | \$489.65           |
| <b>71014</b>                                  | 04/25/2019 |            | <b>ARAMARK REFRESHMENT SERVICE,</b>             | <b>\$84.88</b>     |
|   | Invoice    | Date       | Description                                     | Amount             |
|   | 6868914    | 04/09/2019 | COFFEE/OFFICE SUPPLIES                          | \$84.88            |
| <b>71015</b>                                  | 04/25/2019 |            | <b>AVANT-GARDE, INC</b>                         | <b>\$3,860.00</b>  |
|   | Invoice    | Date       | Description                                     | Amount             |
|   | 5402       | 04/01/2019 | PROJECT MGMT-CITYWIDE BRIDGES                   | \$3,860.00         |
| <b>71016</b>                                  | 04/25/2019 |            | <b>B AND T CATTLE</b>                           | <b>\$14,580.00</b> |
|   | Invoice    | Date       | Description                                     | Amount             |
|   | 97         | 03/27/2019 | MAINT SVC-APR 2019                              | \$14,580.00        |
| <b>71017</b>                                  | 04/25/2019 |            | <b>BANK OF AMERICA-ACCOUNT</b>                  | <b>\$6,276.93</b>  |
|   | Invoice    | Date       | Description                                     | Amount             |
|   | 0013144491 | 01/15/2019 | ACCOUNT ANALYSIS                                | \$6,276.93         |
| <b>71018</b>                                  | 04/25/2019 |            | <b>CARLSON, CALLADINE &amp; PETERSON,</b>       | <b>\$10,467.00</b> |
|   | Invoice    | Date       | Description                                     | Amount             |
|   | 20990      | 04/05/2019 | LEGAL SVC-MAR 2019                              | \$10,467.00        |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date       |            |                              | Payee Name                           | Check Amount      |
|---|------------|------------|------------------------------|--------------------------------------|-------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |            |                              |                                      |                   |
| <b>71019</b>                                  | 04/25/2019 |            |                              | <b>CINTAS CORPORATION LOC 693</b>    | <b>\$111.20</b>   |
|   | Invoice    | Date       | Description                  | Amount                               |                   |
|   | 4019644383 | 04/08/2019 | DOOR MATS                    | \$55.60                              |                   |
|   | 4019298156 | 04/01/2019 | DOOR MATS                    | \$55.60                              |                   |
| <b>71020</b>                                  | 04/25/2019 |            |                              | <b>CITY OF INDUSTRY DISPOSAL CO.</b> | <b>\$2,239.52</b> |
|   | Invoice    | Date       | Description                  | Amount                               |                   |
|   | 357012     | 03/31/2019 | DISP SVC-3226 GILMAN RD      | \$84.51                              |                   |
|   | 3570713    | 03/31/2019 | DISP SVC-16000 TEMPLE AVE    | \$140.85                             |                   |
|   | 3570714    | 03/31/2019 | DISP SVC-14362 PROCTOR AVE   | \$84.51                              |                   |
|   | 3570715    | 03/31/2019 | DISP SVC-15710 NELSON AVE    | \$28.17                              |                   |
|   | 3570716    | 03/31/2019 | DISP SVC-15702 NELSON AVE    | \$28.17                              |                   |
|   | 3570717    | 03/31/2019 | DISP SVC-507 TURNBULL CYN RD | \$56.34                              |                   |
|   | 3570718    | 03/31/2019 | DISP SVC-15730 NELSON AVE    | \$28.17                              |                   |
|   | 3570719    | 03/31/2019 | DISP SVC-15644 NELSON AVE    | \$28.17                              |                   |
|   | 3570720    | 03/31/2019 | DISP SVC-15626 NELSON AVE    | \$28.17                              |                   |
|   | 3570721    | 03/31/2019 | DISP SVC-629 GIANO AVE       | \$56.34                              |                   |
|   | 3570722    | 03/31/2019 | DISP SVC-754 S 5TH AVE       | \$56.34                              |                   |
|   | 3570723    | 03/31/2019 | DISP SVC-210 S 9TH AVE       | \$56.34                              |                   |
|   | 3570724    | 03/31/2019 | DISP SVC-16020 HILL ST       | \$28.17                              |                   |
|   | 3570725    | 03/31/2019 | DISP SVC-15736 NELSON AVE    | \$28.17                              |                   |
|   | 3570726    | 03/31/2019 | DISP SVC-15634 NELSON AVE    | \$28.17                              |                   |
|   | 3570727    | 03/31/2019 | DISP SVC-257 TURNBULL CYN RD | \$42.26                              |                   |
|   | 3570728    | 03/31/2019 | DISP SVC-643 GIANO AVE       | \$56.34                              |                   |
|   | 3570729    | 03/31/2019 | DISP SVC-15151 PROCTOR AVE   | \$84.51                              |                   |

**CITY OF INDUSTRY**  
**WELLS FARGO BANK**  
**April 25, 2019**

| Check   | Date       | Payee Name                   | Check Amount |
|---|------------|------------------------------|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |                              |              |
| 3570730                                       | 03/31/2019 | DISP SVC-15157 WALBROOK DR   | \$28.17      |
| 3570731                                       | 03/31/2019 | DISP SVC-16000 HILL ST       | \$28.17      |
| 3570732                                       | 03/31/2019 | DISP SVC-16010 HILL ST       | \$56.34      |
| 3570733                                       | 03/31/2019 | DISP SVC-16014 HILL ST       | \$28.17      |
| 3570734                                       | 03/31/2019 | DISP SVC-16229 HANDORF RD    | \$28.17      |
| 3570735                                       | 03/31/2019 | DISP SVC-16242 HANDORF RD    | \$56.34      |
| 3570736                                       | 03/31/2019 | DISP SVC-16220 HANDORF RD    | \$84.51      |
| 3570737                                       | 03/31/2019 | DISP SVC-16218 HANDORF RD    | \$28.17      |
| 3570738                                       | 03/31/2019 | DISP SVC-16217 HANDORF RD    | \$56.34      |
| 3570739                                       | 03/31/2019 | DISP SVC-16227 HANDORF RD    | \$28.17      |
| 3570740                                       | 03/31/2019 | DISP SVC-16238 HANDORF RD    | \$28.17      |
| 3570741                                       | 03/31/2019 | DISP SVC-16224 HANDORF RD    | \$28.17      |
| 3570742                                       | 03/31/2019 | DISP SVC-15714 NELSON AVE    | \$28.17      |
| 3570743                                       | 03/31/2019 | DISP SVC-15652 NELSON AVE    | \$28.17      |
| 3570744                                       | 03/31/2019 | DISP SVC-134 TURNBULL CYN RD | \$28.17      |
| 3570745                                       | 03/31/2019 | DISP SVC-14063 PROCTOR AVE   | \$84.51      |
| 3570746                                       | 03/31/2019 | DISP SVC-20137 WALNUT DR     | \$28.17      |
| 3570747                                       | 03/31/2019 | DISP SVC-15722 NELSON AVE    | \$28.17      |
| 3570748                                       | 03/31/2019 | DISP SVC-17229 CHESTNUT ST   | \$84.51      |
| 3570749                                       | 03/31/2019 | DISP SVC-130 TURNBULL CYN RD | \$28.17      |
| 3570750                                       | 03/31/2019 | DISP SVC-132 TURNBULL CYN RD | \$28.17      |
| 3570751                                       | 03/31/2019 | DISP SVC-138 TURNBULL CYN RD | \$28.17      |
| 3570752                                       | 03/31/2019 | DISP SVC-15236 VALLEY BLVD   | \$169.02     |
| 3570753                                       | 03/31/2019 | DISP SVC-16200 TEMPLE AVE    | \$84.51      |
| 3570754                                       | 03/31/2019 | DISP SVC-14310 PROCTOR AVE   | \$84.51      |
| 3570755                                       | 03/31/2019 | DISP SVC-16212 TEMPLE AVE    | \$84.51      |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date          | Payee Name                           |                                    | Check Amount        |
|---|---------------|--------------------------------------|------------------------------------|---------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |                                      |                                    |                     |
| <b>71021</b>                                  | 04/25/2019    | <b>CITY OF INDUSTRY-PAYROLL ACCT</b> |                                    | <b>\$100,000.00</b> |
|   | Invoice       | Date                                 | Description                        | Amount              |
|   | P/R PE 4/5/19 | 04/11/2019                           | REIMBURSE FOR PAYROLL PE 4/5/19    | \$100,000.00        |
| <b>71022</b>                                  | 04/25/2019    | <b>CITY OF INDUSTRY-REFUSE</b>       |                                    | <b>\$13,170.93</b>  |
|   | Invoice       | Date                                 | Description                        | Amount              |
|   | 3569325       | 04/01/2019                           | DISP SVC-CITY HALL                 | \$343.56            |
|   | 3569326       | 04/01/2019                           | DISP SVC-TONNER CYN (MAINT YD)     | \$2,580.54          |
|   | 3568799       | 03/31/2019                           | DISP SVC-1123 HATCHER AVE          | \$4,778.44          |
|   | 3569327       | 04/01/2019                           | DISP SVC-TONNER CYN (CAMP COURAGE) | \$460.54            |
|   | 3569540       | 04/01/2019                           | DISP SVC-205 HUDSON                | \$211.36            |
|   | 3569809       | 04/01/2019                           | DISP SVC-CITY BUS STOPS            | \$4,796.49          |
| <b>71023</b>                                  | 04/25/2019    | <b>CIVIC PUBLICATIONS, INC.</b>      |                                    | <b>\$38,068.00</b>  |
|   | Invoice       | Date                                 | Description                        | Amount              |
|   | 1505          | 02/12/2019                           | COMMUNITY PROFILE MAGAZINE         | \$38,068.00         |
| <b>71024</b>                                  | 04/25/2019    | <b>CIVILTEC ENGINEERING, INC</b>     |                                    | <b>\$1,128.00</b>   |
|   | Invoice       | Date                                 | Description                        | Amount              |
|   | 40421         | 04/08/2019                           | FOUR GRADE SEPARATION PUMP STATION | \$1,128.00          |
| <b>71025</b>                                  | 04/25/2019    | <b>CNC ENGINEERING</b>               |                                    | <b>\$248,820.75</b> |
|   | Invoice       | Date                                 | Description                        | Amount              |
|   | 458478        | 04/11/2019                           | NPDES STORM WATER                  | \$3,710.00          |
|   | 458479        | 04/11/2019                           | TONNER CYN PROPERTY                | \$445.00            |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date       | Payee Name                               | Check Amount |
|---|------------|--|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |  |              |
| 458480  | 04/11/2019 | EXPO CENTER STANDARDS OF FACILITIES      | \$2,787.50   |
| 458481  | 04/11/2019 | CHINO RANCH DAM RENOVATION               | \$1,297.50   |
| 458482  | 04/11/2019 | VARIOUS CITY PAID EXPENSES-TRES HERMANOS | \$4,525.00   |
| 458483  | 04/11/2019 | TRES HERMANOS GENERAL ENGINEERING        | \$1,327.50   |
| 458484  | 04/11/2019 | CITY HALL MAINT                          | \$1,565.00   |
| 458485  | 04/11/2019 | HOMESTEAD MUSEUM MAINT                   | \$5,722.50   |
| 458486  | 04/11/2019 | STIMSON AVE CROSSING                     | \$925.00     |
| 458488  | 04/11/2019 | TRAFFIC SIGNAL NELSON/SUNSET AVE         | \$885.00     |
| 458489  | 04/11/2019 | INDUSTRY HILLS FUEL TANK DISPENSING      | \$775.00     |
| 458490  | 04/11/2019 | AZUSA AVE BRIDGE REPAINTING              | \$595.00     |
| 458491  | 04/11/2019 | FISCAL YEAR BUDGET                       | \$6,565.00   |
| 458492  | 04/11/2019 | ROWLAND ST RECONSTRUCTION                | \$2,285.00   |
| 458493  | 04/11/2019 | BUSINESS PKY PCC PAVEMENT                | \$5,290.00   |
| 458494  | 04/11/2019 | BIXBY DR PCC PAVEMENT                    | \$370.00     |
| 458495  | 04/11/2019 | FOLLOW'S CAMP PROPERTY                   | \$825.00     |
| 458496  | 04/11/2019 | VARIOUS ASSIGNMENTS RELATED TO SA        | \$5,055.00   |
| 458497  | 04/11/2019 | NELSON AVE/PUENTE AVE WIDENING           | \$696.25     |
| 458499  | 04/11/2019 | CARTEGRAPH MGMT                          | \$17,580.00  |
| 458500  | 04/11/2019 | CITY OF INDUSTRY PAVEMENT MGMT SYSTEM    | \$1,550.00   |
| 458501  | 04/11/2019 | EAST END DEV-GRAND AVE WIDENING          | \$3,410.00   |
| 458502  | 04/11/2019 | FULLERTON RD GRADE SEPARATION            | \$3,145.00   |
| 458503  | 04/11/2019 | TURNBULL CYN RD GRADE SEPARATION         | \$1,605.00   |
| 458504  | 04/11/2019 | ALAMEDA CORRIDOR EAST                    | \$587.50     |
| 458438  | 04/11/2019 | CITY STREET LIGHT PURCHASE               | \$2,282.50   |
| 458448  | 04/11/2019 | EMERGENCY STANDBY POWER GENERATOR        | \$1,195.00   |
| 458449  | 04/11/2019 | ELECTRIC VEHICLE CHARGING STATION        | \$1,552.50   |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date       | Payee Name                               | Check Amount |
|---|------------|--|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |  |              |
| 458450  | 04/11/2019 | RESURFACING DESIGN-EXPO CENTER           | \$7,678.75   |
| 458451  | 04/11/2019 | EXPO CENTER MAIN GATE IMPROVEMENTS       | \$1,030.00   |
| 458452  | 04/11/2019 | EXPO BARN FACILITY LIGHTING              | \$990.00     |
| 458453  | 04/11/2019 | METROLINK STATION VIDEO SECURITY SYSTEM  | \$607.50     |
| 458454  | 04/11/2019 | HATCHER YARD FACILITY DEMO               | \$165.00     |
| 458456  | 04/11/2019 | HATCHER WAREHOUSE                        | \$1,320.00   |
| 458457  | 04/11/2019 | CITY WIDE SIGNAGE UPDATE                 | \$365.00     |
| 458458  | 04/11/2019 | SITE PLAN FOR SHERIFF TRAILER            | \$13,122.50  |
| 458459  | 04/11/2019 | INDUSTRY HILLS TRAIL GRADING RESTORATION | \$4,097.50   |
| 458460  | 04/11/2019 | INDUSTRY HILLS TRAILS LIGHTING           | \$1,726.25   |
| 458461  | 04/11/2019 | INDUSTRY HILLS GRAND ARENA PAINTING      | \$6,000.00   |
| 458462  | 04/11/2019 | CATCH BASIN RETROFITS                    | \$370.00     |
| 458463  | 04/11/2019 | KELLA AVE STORM DRAIN                    | \$165.00     |
| 458464  | 04/11/2019 | SEWER DESIGN EXPO CENTER                 | \$660.00     |
| 458465  | 04/11/2019 | ANNUAL PAVEMENT REHABILITATION           | \$18,060.00  |
| 458466  | 04/11/2019 | ANNUAL SLURRY SEAL                       | \$495.00     |
| 458467  | 04/11/2019 | RESURFACING OF DON JULIAN                | \$5,460.00   |
| 458468  | 04/11/2019 | STARHILL LANE/3RD AVE WATERLINE          | \$740.00     |
| 458469  | 04/11/2019 | 4TH AVE/TRAILSIDE WATERLINE              | \$1,110.00   |
| 458470  | 04/11/2019 | GENERAL ENGINEERING-PLAN APPROVAL        | \$5,565.50   |
| 458471  | 04/11/2019 | GENERAL ENGINEERING-TRAFFIC              | \$7,457.50   |
| 458472  | 04/11/2019 | GENERAL ENGINEERING-COUNTER SERVICE      | \$3,343.75   |
| 458473  | 04/11/2019 | GENERAL ENGINEERING-PERMITS              | \$20,571.25  |
| 458474  | 04/11/2019 | WALNUT DR SOUTH WIDENING                 | \$1,812.50   |
| 458475  | 04/11/2019 | ARENTH AVE RECONSTRUCTION                | \$370.00     |
| 458476  | 04/11/2019 | 205 HUDSON AVE BLDG                      | \$1,703.75   |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date           |            | Payee Name                         | Check Amount       |
|---|----------------|------------|------------------------------------|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                |            |                                    |                    |
|   | 458477         | 04/11/2019 | GENERAL ENGINEERING 3/25-4/7/19    | \$60,280.25        |
|   | 052019         | 05/01/2019 | MEALS/WHEELS RENT-MAY 2019         | \$5,000.00         |
| <b>71026</b>                                  | 04/25/2019     |            | <b>COMFORT SYSTEMS USA</b>         | <b>\$1,428.15</b>  |
|   | Invoice        | Date       | Description                        | Amount             |
|   | 92005074       | 03/30/2019 | A/C REPAIR-EL ENCANTO              | \$1,428.15         |
| <b>71027</b>                                  | 04/25/2019     |            | <b>CORELOGIC INFORMATION</b>       | <b>\$192.50</b>    |
|   | Invoice        | Date       | Description                        | Amount             |
|   | 81957021       | 03/31/2019 | GEOGRAPHIC PKG-MAR 2019            | \$192.50           |
| <b>71028</b>                                  | 04/25/2019     |            | <b>COUNTY OF LA DEPT OF PUBLIC</b> | <b>\$27,928.09</b> |
|   | Invoice        | Date       | Description                        | Amount             |
|   | PW-19031104187 | 03/11/2019 | TRAFFIC SIGNING                    | \$589.60           |
|   | PW-19031104406 | 03/11/2019 | TRAFFIC SIGNAL MAINT               | \$22,951.05        |
|   | PW-19031104407 | 03/11/2019 | TRAFFIC SIGNAL MAINT               | \$4,387.44         |
| <b>71029</b>                                  | 04/25/2019     |            | <b>CREATIVE IMAGE PRODUCTS</b>     | <b>\$599.77</b>    |
|   | Invoice        | Date       | Description                        | Amount             |
|   | 1550           | 03/12/2019 | CITY STAFF SHIRTS                  | \$599.77           |
| <b>71030</b>                                  | 04/25/2019     |            | <b>D M V RENEWAL</b>               | <b>\$135.00</b>    |
|   | Invoice        | Date       | Description                        | Amount             |
|   | 7EAL475-19     | 04/15/2019 | REGISTRATION RENEWAL-LIC 7EAL475   | \$135.00           |
| <b>71031</b>                                  | 04/25/2019     |            | <b>DIAMOND BAR ELECTRIC, INC.</b>  | <b>\$7,556.00</b>  |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date        |            | Payee Name                               | Check Amount       |
|---|-------------|------------|--|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |             |            |  |                    |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 14815       | 04/02/2019 | REPAIR ELECTRICAL ISSUES-HOMESTEAD       | \$380.00           |
|   | 14826       | 04/04/2019 | REPLACE LIGHTING WIRING-1123 HATCHER     | \$7,176.00         |
| <b>71032</b>                                  | 04/25/2019  |            | <b>DIRECTV - FOR BUSINESS</b>            | <b>\$91.25</b>     |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 36109351542 | 04/08/2019 | RECEIVER FEE                             | \$91.25            |
| <b>71033</b>                                  | 04/25/2019  |            | <b>DOG WASTE DEPOT</b>                   | <b>\$794.93</b>    |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 272383      | 04/08/2019 | DOG WASTE STATIONS-INDUSTRY HILLS TRAILS | \$794.93           |
| <b>71034</b>                                  | 04/25/2019  |            | <b>EGOSCUE LAW GROUP, INC.</b>           | <b>\$3,575.00</b>  |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 12273       | 04/02/2019 | LEGAL SVC-FOLLOW'S CAMP                  | \$3,575.00         |
| <b>71035</b>                                  | 04/25/2019  |            | <b>FORWARD ASSIST TRAINING LLC</b>       | <b>\$125.00</b>    |
|   | Invoice     | Date       | Description                              | Amount             |
|   | STB00302    | 03/19/2019 | STOP THE BLEED SEMINAR ON 3/18/19        | \$125.00           |
| <b>71036</b>                                  | 04/25/2019  |            | <b>FRAZER, LLP</b>                       | <b>\$17,800.00</b> |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 159865      | 03/31/2019 | SA-PROF SVC FOR MAR 2019                 | \$800.00           |
|   | 159863      | 03/31/2019 | COI-PROF SVC FOR MAR 2019                | \$17,000.00        |
| <b>71037</b>                                  | 04/25/2019  |            | <b>FUEL PROS, INC.</b>                   | <b>\$150.00</b>    |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date         |            | Payee Name                                | Check Amount       |
|---|--------------|------------|---|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |              |            |   |                    |
|   | Invoice      | Date       | Description                               | Amount             |
|   | 41710        | 03/27/2019 | IH FUEL STN MAINT                         | \$150.00           |
| <b>71038</b>                                  | 04/25/2019   |            | <b>GMS ELEVATOR SERVICES, INC</b>         | <b>\$138.00</b>    |
|   | Invoice      | Date       | Description                               | Amount             |
|   | 96262        | 04/01/2019 | ELEVATOR MAINT-CITY HALL                  | \$138.00           |
| <b>71039</b>                                  | 04/25/2019   |            | <b>GOLDEN GATE CONSTRUCTION</b>           | <b>\$28,355.02</b> |
|   | Invoice      | Date       | Description                               | Amount             |
|   | #10CITY-1441 | 04/01/2019 | PAHSE 1 HUDSON (YAL) BLDG IMPROVEMENTS    | \$29,847.39        |
| <b>71040</b>                                  | 04/25/2019   |            | <b>GRANICUS, LLC</b>                      | <b>\$11,807.77</b> |
|   | Invoice      | Date       | Description                               | Amount             |
|   | 111396       | 04/15/2019 | IT PROF SVC-MAINT/HOSTING                 | \$11,807.77        |
| <b>71041</b>                                  | 04/25/2019   |            | <b>HADDICK'S AUTO BODY</b>                | <b>\$40.00</b>     |
|   | Invoice      | Date       | Description                               | Amount             |
|   | H-84640      | 03/27/2019 | TOWING SVC-LIC 1347776                    | \$40.00            |
| <b>71042</b>                                  | 04/25/2019   |            | <b>HAYWARD ENVIRONMENTAL</b>              | <b>\$4,275.00</b>  |
|   | Invoice      | Date       | Description                               | Amount             |
|   | 11107        | 04/03/2019 | DISPOSAL OF HAZARDOUS MATERIAL-HATCHER YD | \$3,465.00         |
|   | 11106        | 04/03/2019 | DISPOSAL OF HAZARDOUS MATERIAL-INDUSTRY   | \$810.00           |
| <b>71043</b>                                  | 04/25/2019   |            | <b>HDL COREN &amp; CONE</b>               | <b>\$2,000.00</b>  |
|   | Invoice      | Date       | Description                               | Amount             |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date        |            | Payee Name                                | Check Amount       |
|---|-------------|------------|---|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |             |            |   |                    |
|   | 0026432-IN  | 04/04/2019 | REPORT FOR PROJ 1,2, & 3                  | \$2,000.00         |
| <b>71044</b>                                  | 04/25/2019  |            | <b>HELLING, TROY</b>                      | <b>\$270.46</b>    |
|   | Invoice     | Date       | Description                               | Amount             |
|   | 04/15/19    | 04/15/2019 | REIMBURSE FOR LUNCH MEETINGS              | \$270.46           |
| <b>71045</b>                                  | 04/25/2019  |            | <b>HINDERLITER, DE LLAMAS AND</b>         | <b>\$32,979.51</b> |
|   | Invoice     | Date       | Description                               | Amount             |
|   | 0030953-IN  | 03/24/2019 | AUDIT SVC-SALES TAX                       | \$32,979.51        |
| <b>71046</b>                                  | 04/25/2019  |            | <b>IDS GROUP, INC.</b>                    | <b>\$9,990.00</b>  |
|   | Invoice     | Date       | Description                               | Amount             |
|   | 17X002.20-1 | 03/29/2019 | SITE ANALYSIS/ASSESSMENT-EXPO PATIO CAFE  | \$5,994.00         |
|   | 19X002.10-1 | 03/29/2019 | SITE ANALYSIS/ASSESSMENT-EXPO AVALON ROOM | \$3,996.00         |
| <b>71047</b>                                  | 04/25/2019  |            | <b>INDUSTRY SECURITY SERVICES</b>         | <b>\$8,748.48</b>  |
|   | Invoice     | Date       | Description                               | Amount             |
|   | 14-23805    | 04/12/2019 | SECURITY SVC-VARIOUS SITES                | \$4,374.24         |
|   | 14-23791    | 04/05/2019 | SECURITY SVC-VARIOUS SITES                | \$4,374.24         |
| <b>71048</b>                                  | 04/25/2019  |            | <b>INDUSTRY SECURITY SERVICES</b>         | <b>\$23,463.68</b> |
|   | Invoice     | Date       | Description                               | Amount             |
|   | 14-23800    | 04/12/2019 | SECURITY SVC 4/5-4/11/19                  | \$11,731.84        |
|   | 14-23786    | 04/05/2019 | SECURITY SVC 3/29-4/4/19                  | \$11,731.84        |
| <b>71049</b>                                  | 04/25/2019  |            | <b>INDUSTRY TIRE SERVICE</b>              | <b>\$90.00</b>     |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date         |            | Payee Name                               | Check Amount      |
|---|--------------|------------|--|-------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |              |            |  |                   |
|   | Invoice      | Date       | Description                              | Amount            |
|   | 0287745      | 04/01/2019 | REPAIR TIRE-SKIP LOADER                  | \$90.00           |
| <b>71050</b>                                  | 04/25/2019   |            | <b>IRRI-CARE PLUMBING &amp; BACKFLOW</b> | <b>\$133.78</b>   |
|   | Invoice      | Date       | Description                              | Amount            |
|   | 9642         | 03/20/2019 | REPLACE THREADED LINE-EL ENCANTO         | \$133.78          |
| <b>71051</b>                                  | 04/25/2019   |            | <b>JANUS PEST MANAGEMENT</b>             | <b>\$5,842.00</b> |
|   | Invoice      | Date       | Description                              | Amount            |
|   | 208832       | 03/08/2019 | PEST SVC-IMC                             | \$145.00          |
|   | 208831       | 03/08/2019 | PEST SVC-CITY HALL                       | \$145.00          |
|   | 209133       | 04/01/2019 | PEST SVC-HOMESTEAD                       | \$580.00          |
|   | 208833       | 03/08/2019 | PEST SVC-15660 STAFFORD ST               | \$85.00           |
|   | 208834       | 03/08/2019 | PEST SVC-15559 RAUSCH RD                 | \$85.00           |
|   | 209011       | 04/01/2019 | PEST SVC-CHESTNUT/ANAHEIM & PUENTE RD    | \$896.00          |
|   | 209003       | 04/01/2019 | RODENT SVC-15400 STAFFORD ST             | \$972.00          |
|   | 209008       | 04/01/2019 | RODENT SVC-15252 STAFFORD ST             | \$300.00          |
|   | 208954       | 03/21/2019 | PEST SVC-OLD BREA CYN RD                 | \$168.00          |
|   | 208816       | 04/01/2019 | PEST SVC-TONNER CYN                      | \$441.00          |
|   | 207815       | 02/20/2019 | PEST SVC-TRES HERMANOS GRAND AVE GATE    | \$125.00          |
|   | 209055       | 03/01/2019 | RODENT SVC-GRAND AVE GATE                | \$1,900.00        |
| <b>71052</b>                                  | 04/25/2019   |            | <b>JMDiaz, Inc.</b>                      | <b>\$9,465.80</b> |
|   | Invoice      | Date       | Description                              | Amount            |
|   | 028 (19-049) | 03/31/2019 | STAFF AUGMENTATION-MAR 2019              | \$9,465.80        |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date         |            | Payee Name                                   | Check Amount |
|---|--------------|------------|--|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |              |            |  |              |
| 71053   | 04/25/2019   |            | KLINE'S PLUMBING, INC.                       | \$1,875.00   |
|   | Invoice      | Date       | Description                                  | Amount       |
|   | 11023        | 03/08/2019 | CLEAN DRAINS AROUND POND-HOMESTEAD           | \$1,875.00   |
| 71054   | 04/25/2019   |            | L A COUNTY DEPT OF PUBLIC                    | \$37,800.64  |
|   | Invoice      | Date       | Description                                  | Amount       |
|   | IN190000655  | 03/21/2019 | BLDG & SAFETY SVC-ONE STOP SHOP FOR JAN 2019 | \$37,800.64  |
| 71055   | 04/25/2019   |            | L A COUNTY SHERIFF'S                         | \$864,323.07 |
|   | Invoice      | Date       | Description                                  | Amount       |
|   | 193223CY     | 04/09/2019 | SHERIFF CONTRACT-MAR 2019                    | \$828,283.53 |
|   | 193114CY     | 03/27/2019 | SPECIAL EVENT-DIRECTED PATROL                | \$36,039.54  |
| 71056   | 04/25/2019   |            | LA PUENTE CAR WASH & QUICK                   | \$1,000.00   |
|   | Invoice      | Date       | Description                                  | Amount       |
|   | 1008         | 04/08/2019 | CAR WASH/SERVICE-VARIOUS VEHICLES            | \$1,000.00   |
| 71057   | 04/25/2019   |            | LOS ANGELES TIMES MEDIA GROUP                | \$4,400.00   |
|   | Invoice      | Date       | Description                                  | Amount       |
|   | 005246444000 | 03/31/2019 | ADVERTISING FOR VICTORIAN FAIR-HOMESTEAD     | \$4,400.00   |
| 71058   | 04/25/2019   |            | LUBE PIT STOP                                | \$286.92     |
|   | Invoice      | Date       | Description                                  | Amount       |
|   | 229418       | 03/29/2019 | AUTO MAINT-LIC 1356177                       | \$41.60      |
|   | 229080       | 03/22/2019 | AUTO MAINT-LIC 1370863                       | \$41.60      |
|   | 228722       | 03/15/2019 | AUTO MAINT-LIC 1379549                       | \$40.53      |
|   | 228717       | 03/15/2019 | AUTO MAINT-LIC 1406136                       | \$40.53      |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date              |            | Payee Name                                | Check Amount        |
|---|-------------------|------------|---|---------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                   |            |   |                     |
|   | 228702            | 03/15/2019 | AUTO MAINT-LIC 98407C1                    | \$45.53             |
|   | 228638            | 03/14/2019 | AUTO MAINT-LIC 6UQX922                    | \$40.53             |
|   | 228553            | 03/12/2019 | AUTO MAINT-LIC 1094930                    | \$36.60             |
| <b>71059</b>                                  | <b>04/25/2019</b> |            | <b>MARISCAL PAINTING</b>                  | <b>\$115,567.50</b> |
|   | Invoice           | Date       | Description                               | Amount              |
|   | #1DS-18-040-B     | 04/01/2019 | INDUSTRY HILLS GRAND ARENA PAINTING       | \$121,650.00        |
| <b>71060</b>                                  | <b>04/25/2019</b> |            | <b>MEDA'S UPHOLSTERY INC.</b>             | <b>\$400.00</b>     |
|   | Invoice           | Date       | Description                               | Amount              |
|   | 01989             | 04/05/2019 | UPHOLSTERY REPAIR FOR VEHICLE-LIC 6UBX655 | \$400.00            |
| <b>71061</b>                                  | <b>04/25/2019</b> |            | <b>MUNI-ENVIRONMENTAL, LLC</b>            | <b>\$22,032.43</b>  |
|   | Invoice           | Date       | Description                               | Amount              |
|   | 19-010            | 04/09/2019 | COMMERCIAL WASTE PROGRAM                  | \$22,032.43         |
| <b>71062</b>                                  | <b>04/25/2019</b> |            | <b>NATALIE MEYER</b>                      | <b>\$48.12</b>      |
|   | Invoice           | Date       | Description                               | Amount              |
|   | 866               | 03/31/2019 | SUPPLIES FOR VICTORIAN FAIR WORKSHOP      | \$48.12             |
| <b>71063</b>                                  | <b>04/25/2019</b> |            | <b>OWEN GROUP, INC.</b>                   | <b>\$31,187.50</b>  |
|   | Invoice           | Date       | Description                               | Amount              |
|   | 4665              | 03/14/2019 | ADA SELF-EVALUATION & TRANSITION PLAN     | \$31,187.50         |
| <b>71064</b>                                  | <b>04/25/2019</b> |            | <b>PITNEY BOWES, INC.</b>                 | <b>\$112.22</b>     |
|   | Invoice           | Date       | Description                               | Amount              |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date        |            | Payee Name                               | Check Amount       |
|---|-------------|------------|--|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |             |            |  |                    |
|   | 3103050168  | 03/30/2019 | POSTAGE MACHINE ON FIRST FLOOR-APR 2019  | \$112.22           |
| <b>71065</b>                                  | 04/25/2019  |            | <b>PLACEWORKS</b>                        | <b>\$7,500.00</b>  |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 68294       | 03/31/2019 | HOUSING ELEMENT SVC                      | \$7,500.00         |
| <b>71066</b>                                  | 04/25/2019  |            | <b>PRINCE GLOBAL SOLUTIONS, LLC</b>      | <b>\$5,000.00</b>  |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 001         | 04/04/2019 | FEDERAL ADVOCACY SVC-MAR 2019            | \$5,000.00         |
| <b>71067</b>                                  | 04/25/2019  |            | <b>PT EVENTS, INC.</b>                   | <b>\$1,661.90</b>  |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 6793        | 04/04/2019 | RENTAL FOR VOLUNTEER APPRECIATION DINNER | \$1,661.90         |
| <b>71068</b>                                  | 04/25/2019  |            | <b>QUINN COMPANY</b>                     | <b>\$38.17</b>     |
|   | Invoice     | Date       | Description                              | Amount             |
|   | PC810846834 | 03/30/2019 | PARTS FOR CATERPILLAR                    | \$38.17            |
| <b>71069</b>                                  | 04/25/2019  |            | <b>R.F. DICKSON CO., INC.</b>            | <b>\$18,297.82</b> |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 2509629     | 03/31/2019 | STREET & PARKING LOT SWEEPING-MAR 2019   | \$18,297.82        |
| <b>71070</b>                                  | 04/25/2019  |            | <b>RICOH USA, INC.</b>                   | <b>\$44.00</b>     |
|   | Invoice     | Date       | Description                              | Amount             |
|   | 5056342933  | 04/03/2019 | METER READING-DEV COPIER                 | \$44.00            |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date         |            | Payee Name                         | Check Amount |
|---|--------------|------------|------------------------------------|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |              |            |                                    |              |
| 71071   | 04/25/2019   |            | RICOH USA, INC.                    | \$2,524.53   |
|   | Invoice      | Date       | Description                        | Amount       |
|   | 63206261     | 04/06/2019 | COPIER LEASE-VARIOUS               | \$2,524.53   |
| 71072   | 04/25/2019   |            | SAN GABRIEL UNIFIED SCHOOL         | \$50.00      |
|   | Invoice      | Date       | Description                        | Amount       |
|   | 1819JTTSGUSD | 04/08/2019 | BUS FUNDING STIPEND ON 4/18/19     | \$50.00      |
| 71073   | 04/25/2019   |            | SAN GABRIEL VALLEY NEWSPAPER       | \$386.00     |
|   | Invoice      | Date       | Description                        | Amount       |
|   | 0011246889   | 03/15/2019 | NOTICE OF CANCELLATION OF ELECTION | \$386.00     |
| 71074   | 04/25/2019   |            | SAN GABRIEL VALLEY NEWSPAPER       | \$1,608.44   |
|   | Invoice      | Date       | Description                        | Amount       |
|   | 0000430747   | 03/31/2019 | MONTHLY ADVERTISING-HOMESTEAD      | \$1,608.44   |
| 71075   | 04/25/2019   |            | SC FUELS                           | \$28,637.08  |
|   | Invoice      | Date       | Description                        | Amount       |
|   | 3904061      | 04/04/2019 | DIESEL FUEL-INDUSTRY HILLS PUMPS   | \$28,637.08  |
| 71076   | 04/25/2019   |            | SCS FIELD SERVICES                 | \$15,325.43  |
|   | Invoice      | Date       | Description                        | Amount       |
|   | 0348714      | 03/31/2019 | IH MAINT-LANDFILL GAS SYSTEM       | \$15,325.43  |
| 71077   | 04/25/2019   |            | SO CAL INDUSTRIES                  | \$100.40     |
|   | Invoice      | Date       | Description                        | Amount       |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date       |            | Payee Name                            | Check Amount       |
|---|------------|------------|---------------------------------------|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |            |                                       |                    |
|   | 374080     | 03/27/2019 | RR RENTAL-TONNER CYN                  | \$100.40           |
| <b>71078</b>                                  | 04/25/2019 |            | <b>SOUTHLAND PUBLISHING,</b>          | <b>\$555.00</b>    |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 408013     | 04/01/2019 | ADVERTISING FOR VICTORIAN FAIR        | \$555.00           |
| <b>71079</b>                                  | 04/25/2019 |            | <b>STAPLES BUSINESS ADVANTAGE</b>     | <b>\$1,959.00</b>  |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 8053811106 | 03/30/2019 | OFFICE SUPPLIES                       | \$1,463.66         |
|   | 8053734933 | 03/23/2019 | OFFICE SUPPLIES                       | \$495.34           |
| <b>71080</b>                                  | 04/25/2019 |            | <b>STATE COMPENSATION INS. FUND</b>   | <b>\$3,544.33</b>  |
|   | Invoice    | Date       | Description                           | Amount             |
|   | APRIL 2019 | 04/03/2019 | WORKMANS COMP PREMIUM FOR APRIL 2019  | \$3,544.33         |
| <b>71081</b>                                  | 04/25/2019 |            | <b>STEINKE ELECTRIC, KIRK</b>         | <b>\$11,413.27</b> |
|   | Invoice    | Date       | Description                           | Amount             |
|   | 229        | 03/29/2019 | REPLACE FEEDER WIRES-HOMESTEAD        | \$8,480.00         |
|   | 226        | 03/21/2019 | REPLACE GFI RECEPTACLE-HOMESTEAD      | \$291.42           |
|   | 225        | 03/21/2019 | REPAIR POND PUMP-HOMESTEAD            | \$900.00           |
|   | 224        | 03/21/2019 | ELECTRICAL REPAIRS-HOMESTEAD (TEMPLE) | \$1,741.85         |
| <b>71082</b>                                  | 04/25/2019 |            | <b>SUPERIOR COURT OF CALIFORNIA,</b>  | <b>\$8,164.50</b>  |
|   | Invoice    | Date       | Description                           | Amount             |
|   | MARCH 2019 | 04/08/2019 | PARKING CITATIONS REPORT-MAR 2019     | \$8,164.50         |
| <b>71083</b>                                  | 04/25/2019 |            | <b>THE BIG NORWEGIAN</b>              | <b>\$2,126.03</b>  |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date       | Payee Name                  |                                   | Check Amount      |
|---|------------|-----------------------------|-----------------------------------|-------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |            |                             |                                   |                   |
|   | Invoice    | Date                        | Description                       | Amount            |
|   | 55660      | 03/29/2019                  | BACKHOE REPAIR-HATCHER YD         | \$855.21          |
|   | 55661      | 03/29/2019                  | REPAIR HOSE ON BACKHOE-TONNER CYN | \$1,270.82        |
| <b>71084</b>                                  | 04/25/2019 | <b>THE TECHNOLOGY DEPOT</b> |                                   | <b>\$6,603.85</b> |
|   | Invoice    | Date                        | Description                       | Amount            |
|   | 10210      | 03/01/2019                  | NETWORK MAINT-TICKET #11609       | \$41.25           |
|   | 10211      | 03/01/2019                  | NETWORK MAINT-TICKET #11614       | \$580.00          |
|   | 10212      | 03/01/2019                  | NETWORK MAINT-TICKET #11067       | \$990.00          |
|   | 10232      | 03/06/2019                  | NETWORK MAINT-TICKET #11530       | \$1,283.75        |
|   | 10233      | 03/06/2019                  | NETWORK MAINT-TICKET #11670       | \$82.50           |
|   | 10234      | 03/06/2019                  | NETWORK MAINT-TICKET #11671       | \$41.25           |
|   | 10235      | 03/06/2019                  | NETWORK MAINT-TICKET #11674       | \$456.25          |
|   | 10241      | 03/08/2019                  | NETWORK MAINT-TICKET #11709       | \$82.50           |
|   | 10242      | 03/08/2019                  | NETWORK MAINT-TICKET #11714       | \$41.25           |
|   | 10243      | 03/08/2019                  | NETWORK MAINT-TICKET #11721       | \$497.50          |
|   | 10392      | 04/01/2019                  | NETWORK MAINT-SHERIFF'S BLDG      | \$284.25          |
|   | 10393      | 04/01/2019                  | NETWORK MAINT-MAY 2019            | \$362.10          |
|   | 10449      | 04/03/2019                  | NETWORK MAINT-TICKET #12057       | \$827.50          |
|   | 10450      | 04/03/2019                  | NETWORK MAINT-TICKET #12073       | \$41.25           |
|   | 10462      | 04/04/2019                  | NETWORK MAINT-TICKET #12081       | \$621.25          |
|   | 10470      | 04/05/2019                  | NETWORK MAINT-TICKET #12090       | \$165.00          |
|   | 10471      | 04/05/2019                  | NETWORK MAINT-TICKET #12099       | \$206.25          |
| <b>71085</b>                                  | 04/25/2019 | <b>TPX COMMUNICATIONS</b>   |                                   | <b>\$3,559.67</b> |
|   | Invoice    | Date                        | Description                       | Amount            |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date           |            | Payee Name                          | Check Amount       |
|---|----------------|------------|-------------------------------------|--------------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |                |            |                                     |                    |
|   | 114946032-0    | 03/31/2019 | INTERNET SVC-CITY HALL              | \$3,559.67         |
| <b>71086</b>                                  | 04/25/2019     |            | <b>TURBO DATA SYSTEMS, INC</b>      | <b>\$510.08</b>    |
|   | Invoice        | Date       | Description                         | Amount             |
|   | 29967          | 03/31/2019 | CITATION PROCESSING-FEB/MAR 2019    | \$510.08           |
| <b>71087</b>                                  | 04/25/2019     |            | <b>UNITED SITE SERVICES OF</b>      | <b>\$1,759.50</b>  |
|   | Invoice        | Date       | Description                         | Amount             |
|   | 0-1592848      | 03/28/2019 | RENTAL FOR VICTORIAN FAIR-HOMESTEAD | \$1,759.50         |
| <b>71088</b>                                  | 04/25/2019     |            | <b>USA FACT, INC.</b>               | <b>\$16.34</b>     |
|   | Invoice        | Date       | Description                         | Amount             |
|   | 9040530        | 03/30/2019 | BACKGROUND CHECK SVC                | \$16.34            |
| <b>71089</b>                                  | 04/25/2019     |            | <b>VANGUARD CLEANING SYSTEMS,</b>   | <b>\$995.00</b>    |
|   | Invoice        | Date       | Description                         | Amount             |
|   | 68913          | 03/01/2019 | JANITORIAL SVC-HOMESTEAD            | \$995.00           |
| <b>71090</b>                                  | 04/25/2019     |            | <b>VORTEX INDUSTRIES, INC.</b>      | <b>\$636.00</b>    |
|   | Invoice        | Date       | Description                         | Amount             |
|   | 08-1327299     | 03/31/2019 | DOOR & LOCK REPAIR-TONNER CYN       | \$636.00           |
| <b>71091</b>                                  | 04/25/2019     |            | <b>WALTERS WHOLESALE ELECTRIC</b>   | <b>\$36,709.88</b> |
|   | Invoice        | Date       | Description                         | Amount             |
|   | S112111217:001 | 03/25/2019 | ELECTRICAL SUPPLIES-EXPO CENTER     | \$36,709.88        |

**CITY OF INDUSTRY  
WELLS FARGO BANK  
April 25, 2019**

| Check   | Date          |            | Payee Name                     | Check Amount |
|---|---------------|------------|--------------------------------|--------------|
| <b>CITY.WF.CHK - City General Wells Fargo</b> |               |            |                                |              |
| 71092   | 04/25/2019    |            | WEATHERITE SERVICE             | \$172.00     |
|   | Invoice       | Date       | Description                    | Amount       |
|   | L181703       | 04/01/2019 | A/C MAINT-IMC                  | \$172.00     |
| 71093   | 04/25/2019    |            | WELLS FARGO                    | \$4,774.92   |
|   | Invoice       | Date       | Description                    | Amount       |
|   | 2019-00001456 | 04/03/2019 | CREDIT CARD EXPENSE P/E 4/3/19 | \$4,774.92   |
| 71094   | 04/25/2019    |            | WINDSTREAM                     | \$847.40     |
|   | Invoice       | Date       | Description                    | Amount       |
|   | 71206824      | 04/10/2019 | CITY HALL PHONE SVC-APR 2019   | \$847.40     |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|        | Total  | 97    | \$1,992,453.96     |

*CITY COUNCIL*

ITEM NO. 5.2

---

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 1

---

---

**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark Radecki at 9:02 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Mark Radecki

**ROLL CALL**

PRESENT: Mark Radecki, Mayor  
Cory Moss, Mayor Pro Tem  
Abraham Cruz, Council Member  
Catherine Marcucci, Council Member  
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Josh Nelson, Contract City Engineer; and Julie Robles, Deputy City Clerk.

**PUBLIC COMMENTS**

There were none.

**CONSENT CALENDAR**

**1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 11, 2019**

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

**2. CONSIDERATION OF THE MINUTES OF MARCH 20, 2019 SPECIAL MEETING**

APPROVED AS SUBMITTED.

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 2

---

Mayor Radecki recused himself from check number 70978 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 70978 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 70942 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING THEMSELVES FROM CHECK NUMBER 70978 ON ITEM 1 (REGISTER OF DEMANDS), AND MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 70942 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

|         |                  |   |
|---------|------------------|---|
| AYES:   | COUNCIL MEMBERS: | CRUZ, MARCUCCI, RUGGLES, MOSS,<br>RADECKI |
| NOES:   | COUNCIL MEMBERS: | NONE                                      |
| ABSENT  | COUNCIL MEMBERS: | NONE                                      |
| ABSTAIN | COUNCIL MEMBERS: | NONE                                      |

#### **ACTION ITEMS**

**CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE TECHNOLOGY DEPOT, INC., FOR INFORMATION TECHNOLOGY SUPPORT SERVICES, INCREASING THE COMPENSATION BY \$70,000.00**

Assistant City Manager Bing Hyun provided a staff report to the Council and was available to answer any questions.

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 3

---

The current contract is up for renewal in August of 2019, and a suggestion was made to reach out to staff for feedback on the services provided by The Technology Depot, Inc. before renewing the contract in August.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

|         |                  |  |
|---------|------------------|--|
| AYES:   | COUNCIL MEMBERS: | CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI |
| NOES:   | COUNCIL MEMBERS: | NONE                                   |
| ABSENT  | COUNCIL MEMBERS: | NONE                                   |
| ABSTAIN | COUNCIL MEMBERS: | NONE                                   |

**CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS FOR ENVIRONMENTAL AND TECHNICAL SERVICES FOR THE NELSON AVENUE INTERSECTION IMPROVEMENTS AT SUNSET AVENUE AND PUENTE AVENUE, IN AN AMOUNT NOT-TO- EXCEED \$13,589.00**

Project Manager Sean Calvillo from CNC Engineering provided a staff report to the Commission and was available to answer any questions.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

|         |                  |  |
|---------|------------------|--|
| AYES:   | COUNCIL MEMBERS: | CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI |
| NOES:   | COUNCIL MEMBERS: | NONE                                   |
| ABSENT  | COUNCIL MEMBERS: | NONE                                   |
| ABSTAIN | COUNCIL MEMBERS: | NONE                                   |

**CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ORSA CONSULTING ENGINEERS, INC. FOR THE ENGINEERING DESIGN OF NEW STREET LIGHTS ALONG ARENTH AVENUE IN AN AMOUNT NOT-TO-EXCEED \$75,000.00**

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 4

---

Contract City Engineer Josh Nelson provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

|         |                  |  |
|---------|------------------|--|
| AYES:   | COUNCIL MEMBERS: | CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI |
| NOES:   | COUNCIL MEMBERS: | NONE                                   |
| ABSENT  | COUNCIL MEMBERS: | NONE                                   |
| ABSTAIN | COUNCIL MEMBERS: | NONE                                   |

**CONSIDERATION OF CHANGE ORDER NOS. 5 AND 6, FOR PHASE 1 HUDSON (YAL) BUILDING TENANT IMPROVEMENTS, WITH GOLDEN GATE STEEL, INC. (CONTRACT NO. CITY-1441)**

City Manager Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE CHANGE ORDER NOS. 5 AND 6 AND AUTHORIZE THE MAYOR TO EXECUTE THE CHANGE ORDER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

|         |                  |  |
|---------|------------------|--|
| AYES:   | COUNCIL MEMBERS: | CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI |
| NOES:   | COUNCIL MEMBERS: | NONE                                   |
| ABSENT  | COUNCIL MEMBERS: | NONE                                   |
| ABSTAIN | COUNCIL MEMBERS: | NONE                                   |

**CONSIDERATION OF CHANGE ORDER NO. 1 FOR INDUSTRY HILLS TRAIL LIGHTING IMPROVEMENTS (PROJECT NO. CIP-IH-18-011-B) ALDRIDGE ELECTRIC, INC., (CONTRACT NO. DS-18-023-B)**

Contract City Engineer Josh Nelson provided a staff report to the Council and was available to answer any questions.

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 5

---

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE CHANGE ORDER NO. 1 AND AUTHORIZE THE MAYOR TO EXECUTE THE CHANGE ORDER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, MARCUCCI, RUGGLES, MOSS,  
RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MBF CONSULTING, INC. FOR CAPITAL WATER IMPROVEMENT PROJECTS IN THE AMOUNT OF \$95,000.00**

Contract City Engineer Josh Nelson provided a staff report to the Commission and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, MARCUCCI, RUGGLES, MOSS,  
RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

City Attorney Casso asked the Council to bring back item 6.7 after Closed Session.

**CITY COUNCIL COMMITTEE REPORTS**

There were none.

**AB 1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 6

---

Major Pro Tem Cory Moss thanked everyone in the crowd for wearing the color blue today in support of Autism Awareness.

**CLOSED SESSION**

Deputy City Clerk Robles announced there was a need for Closed Session as follows:

- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*  
Superior Court of California, County of Los Angeles  
Case No. BS174700
  
- 10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: William Hayes vs. City of Industry, *et al.*  
Superior Court of California, County of Los Angeles  
Case No. 19STCV108763
  
- 10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Industry v. San Gabriel Valley Water and Power, LLC., William Barkett, *et al.*  
Superior Court of California, County of Los Angeles  
Case No. 19STCV10150
  
- 10.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: Concerned Citizens of City of Industry v. City of Industry, *et al.*  
Los Angeles County Superior Court  
Case No. BC700716

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:28 a.m.

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 7

---

**RECONVENE CITY COUNCIL MEETING**

Mayor Radecki reconvened the meeting at 11:15 a.m. All members of the City Council were present.

**CONSIDERATION OF RESOLUTION NO. CC 2019-16, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, RESCINDING ALL RESOLUTIONS AUTHORIZING THE ISSUANCE OF A LEGISLATIVE SUBPOENA TO SAN GABRIEL VALLEY WATER AND POWER, LLC**

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2019-16. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

|         |                  |  |
|---------|------------------|--|
| AYES:   | COUNCIL MEMBERS: | CRUZ, MARCUCCI, RUGGLES, MOSS, RADECKI |
| NOES:   | COUNCIL MEMBERS: | NONE                                   |
| ABSENT  | COUNCIL MEMBERS: | NONE                                   |
| ABSTAIN | COUNCIL MEMBERS: | NONE                                   |

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, 10.2, and 10.3, direction was given to the City Attorney, no final action taken.

Regarding Closed Session item 10.4, City Manager Helling announced that Council Member Ruggles, Mayor Radecki, and City Attorneys Sparks and Casso recused themselves from the room for this item. Direction was given, no final action taken at this time.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 11:17 a.m.

---

MARK D. RADECKI  
MAYOR

---

CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 11, 2019  
PAGE 8

---

---

JULIE ROBLES  
DEPUTY CITY CLERK

*CITY COUNCIL*

ITEM NO. 6.1



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council  
**FROM:** Troy Helling, City Manager *TH*  
**STAFF:** Dina Lomeli, Consultant Associate Planner *DL*  
Nathalie Vazquez, Consultant Assistant Planner II *NV*  
**DATE:** April 25, 2019  
**SUBJECT:** Development plan 18-06, 18731 Railroad Street

---

### **Proposal:**

Petra Construction on behalf of Purple River Investment LLC, is requesting approval of Development Plan 18-06 to allow for the demolition of 1,700 square feet of existing building area and 6,000 square feet of interior office space, and the construction of a 9,720 square foot, two story office area, at an existing industrial building, located at the property 18731 Railroad Street. The applicant's request complies with the City's development guidelines set forth in the City's Municipal Code ("Code").

### **Location and Surroundings:**

As shown on the location map (Exhibit A), the project site is located at the northwest corner of Railroad Street and Charlie Road with an address of 18731 Railroad Street (Los Angeles County Tax Assessor Parcel Number (APN) 8264-020-028). It is bounded to the north, east and west by industrial uses, and to the south by Union Pacific Railroad. The site is approximately 1.84 acres in size, with an approximate frontage of 265 feet on Railroad Street, and 250 feet on Charlie Road and currently is currently developed with an industrial building.

### **Staff Analysis:**

Staff has determined that the proposed development project is consistent with the Zoning ("M" – Industrial Zone) and General Plan (Employment) designations of the Property and complies with the development and design standards found in Chapter 17.36, Design Review, of the City's Code. Specifically, the project is in compliance with all applicable development standards including: parking, landscaping, building height, lot coverage and setbacks. Further, pursuant to Section 17.36.060.AA. of the Code, industrial buildings may use up to one third of the total floor area for office use. Here, the proposed project is 28 percent of the total floor area, which is permitted under the Code.

### *Property*

The proposed project sits on a rectangular shaped parcel that is 1.84 acres (80,105 square-feet) in size, and currently has a 40,724 square foot building. As shown on the attached site plan (Exhibit B) the proposed construction will consist of approximately 9,720 square-foot, two-story office addition, and the demolition of approximately 6,875 square feet of existing office space and a loading dock.

### *Access*

The Property is served by Railroad Street and Charlie Road and is adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property will be served by two 26 foot wide driveways, one on Railroad Street and one on Charlie Road that will be used for ingress/egress. The proposed drive aisles meet the City's minimum drive aisle width of 26 feet.

### *Compatibility*

The proposed new addition will have the same function and purpose as the existing surrounding developments therefore it is compatible with the surrounding properties and land uses. The project is located in an urbanized area and is surrounded by various industrial uses to the north, east and west. To the south is the Southern Pacific Railroad. The addition will be consistent with the existing building.

As shown in the elevations (Exhibit D) the architecture of the proposed office addition will bring an updated look to an older industrial building by providing a variety of design treatments. The building will be of concrete with colors that include variations of grey and brown tones. The proposed office entrance will have several architectural treatments consisting of; metal canopy, panel reveals and window treatments. The existing building will be painted to match the new paint finish the office addition will have.

### *Landscaping*

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. The applicant is meeting this requirement with the existing landscaping of approximately 9,804 (12%) square feet of landscaping.

### *Parking*

Per Section 17.12.50.K. of the Code, parking for the proposed 9,720 square foot two story office addition to requires 50 parking spaces plus one space per 750 square feet of floor area over 25,000 square feet. Based on this formula, a total of 77 parking spaces are required. The applicant is meeting this requirement by providing a total of 77 parking spaces on this site.

### **Environmental Analysis:**

The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15332. This Class 32 exemption applies to in-fill development where the project is consistent with the general plan designation and all applicable general plan policies, as well as the zoning designation and regulations; the project occurs in the city limits, the site is no more than five acres, and is substantially surrounded by urban uses; the project site has no value as a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects related to traffic, noise, air or water quality; and the site can be adequately served by all required public utilities and all public services. The site is 1.84 acres, which is under the five acre threshold required in the infill exemption, and is surrounded by developed industrial buildings and uses. All roads and utilities are existing and maintained to serve the industrial uses for many years and are suitable for the minor addition. The site does not contain any endangered habitat because it is a developed lot that was disturbed when the original building was built, and all environmental concerns such as endangered, rare or threatened species if any, were addressed and mitigation measures were put in place to address them. The addition would not result in significant effects related to traffic, noise, and air because the same number of trucks and employees will continue to work at this location providing the same traffic counts as current business operation. Also, the addition will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in

place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them.

**Fiscal Impact:**

The overall project will have a positive fiscal impact to the City of Industry by increasing the property value.

**Recommendation:**

Because the Development Plan proposes a project that complies with the development standards of the Municipal Code, does not pose a significant impact on the environment, and satisfies the above-mentioned findings, Staff recommends that the City Council:

1) Adopt Resolution No. CC 2019-19 (Exhibit G) approving Development Plan No. 18-06 with the Standard Requirements and Conditions of Approval contained in the Resolution.

**Exhibits:**

- A. Location Map - DP 18-06
- B. Site Plan – DP 18-06
- C. Floor Plan - DP 18-06
- D. Elevations – DP 18-06
- E. Notice of Determination DP 18-06
- F. Resolution No. CC 2019-19 approving Development Plan No. 18-06 with the Standard Requirements and Conditions of Approval contained in the Resolution

**EXHIBIT A**

Location Map – Development Plan 18-06

**[Attached]**



**EXHIBIT B**

Site Plan – Development Plan 18-06

**[Attached]**

**PROJECT INFO**

**PROJECT ADDRESS**  
18731 RAILROAD ST.  
CITY OF INDUSTRY, CA 91748

**ACCESSOR ID**  
8764-028-028

**PROPERTY BOUNDARY DESCRIPTION**  
PH 245-51-52 LOT 2

**SCOPE OF WORK**

- EXISTING MANUFACTURING BUILDING REMOVAL & ADDITION
1. DEMO EXISTING 1ST. FLOOR LOADING DOCK (1,750 S.F.)
  2. DEMO EXISTING 2ND. FLOOR OFFICE (6,087 S.F.)
  3. NEW 2-STORY OFFICE ADDITION (4,921 S.F./FLOOR)

**ZONING**

M1

**LOT SIZE**

80,105 S.F. / 1.84 ACRE

**FLOOR AREA**

EXISTING 1ST. FLOOR WAREHOUSE TO REMAIN = 35,097 S.F.  
 DEMO 1ST. FLOOR LOADING DOCK = 1,750 S.F.  
 DEMO 2ND. FLOOR OFFICE = 6,087 S.F.  
 NEW 1ST. FLOOR OFFICE ADDITION = 4,921 S.F.  
 NEW 2ND. FLOOR OFFICE ADDITION = 4,921 S.F.  
**TOTAL FLOOR AREA = 49,839 S.F.**

**LOT COVERAGE**

$(35,097 + 4,921) / 80,105 = 49\%$  < 50% ALLOWED

**OFFICE AREA RATIO**

$(4,921 + 4,921) / 35,097 = 28\%$  < 33% ALLOWED

**LANDSCAPE**

REQUIRED 80,105 x 12% = 9,613 S.F.  
 PROVIDED (CALCULATED) 9,217 S.F.

**PARKING**

REQUIRED  $(25,000 / 200) + (10,035 / 750) = 77$   
 PROVIDED 74 STALLS + 2 ADA = 77

**CONSTRUCTION TYPE**

1-A 140 FIRE SPRINKLER INSTALLED

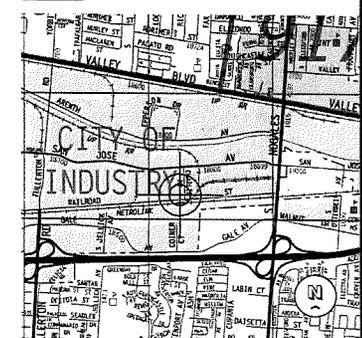
**GOVERNING CODES**

2016 CALIFORNIA BUILDING CODE (CBC)  
 w/ LOCAL AMENDMENT

**SHEET INDEX**

- A1 PROJECT DATA & SITE PLAN
- A2 PROPOSED 1ST. FLOOR PLAN
- A3 PROPOSED 2ND. FLOOR PLAN & EXISTING ELEVATIONS
- A4 PROPOSED ELEVATIONS

**VICINITY MAP (N.T.S.)**

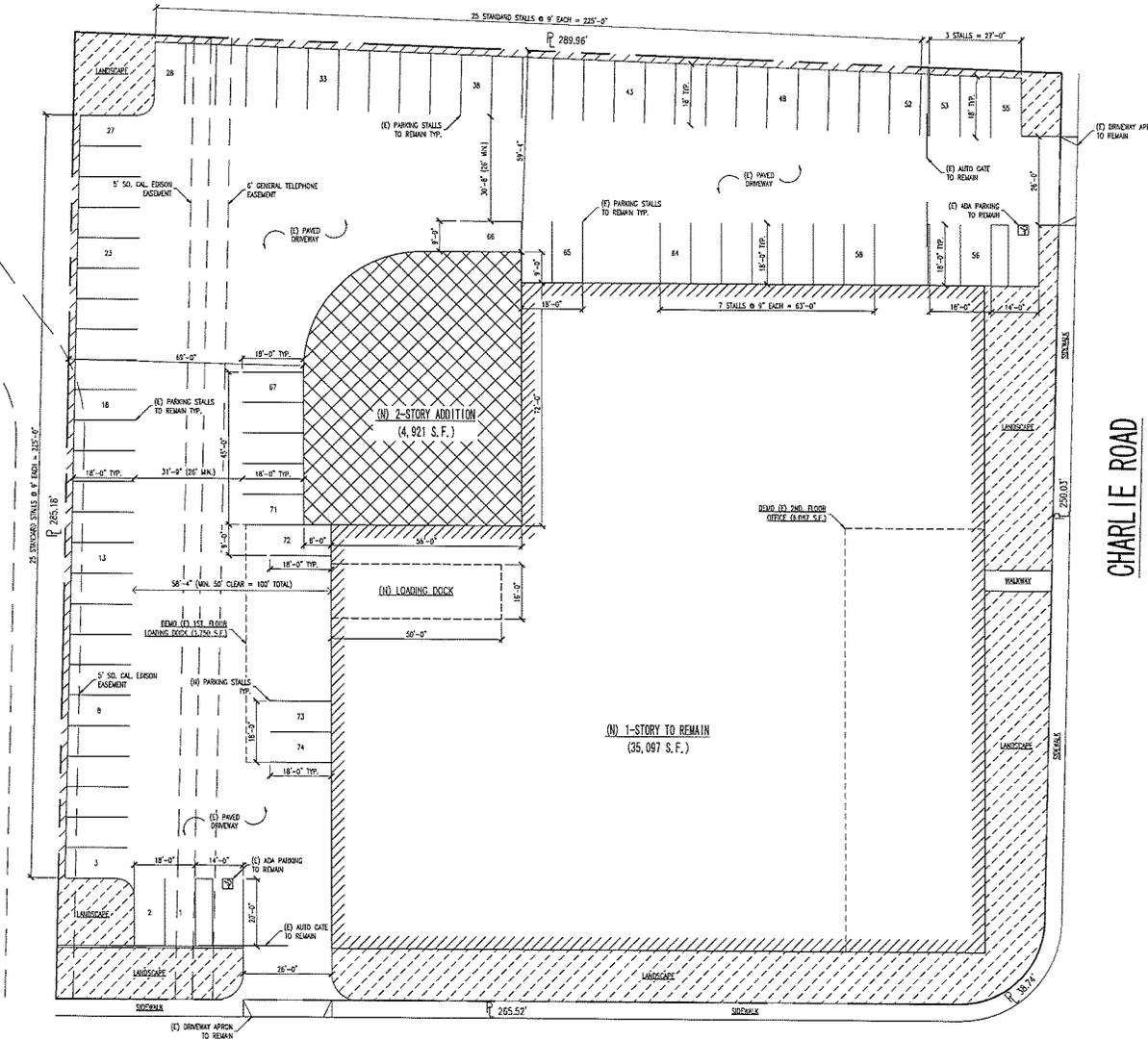


| JOB #   | DATE      |
|---------|-----------|
| 11112   | 7/30/2019 |
| DRWN    | SCALE     |
| N. 1/8" | AS NOTED  |

**PROJECT DATA & SITE PLAN**

SHEET  
**A1**

NOTE: THIS DRAWING IS THE PROPERTY OF PETRA CONSTRUCTION MANAGEMENT, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM PETRA CONSTRUCTION MANAGEMENT, INC.



CHARLIE ROAD

RAILROAD ST.



**SITE PLAN**  
SCALE: 1/8" = 1'-0"

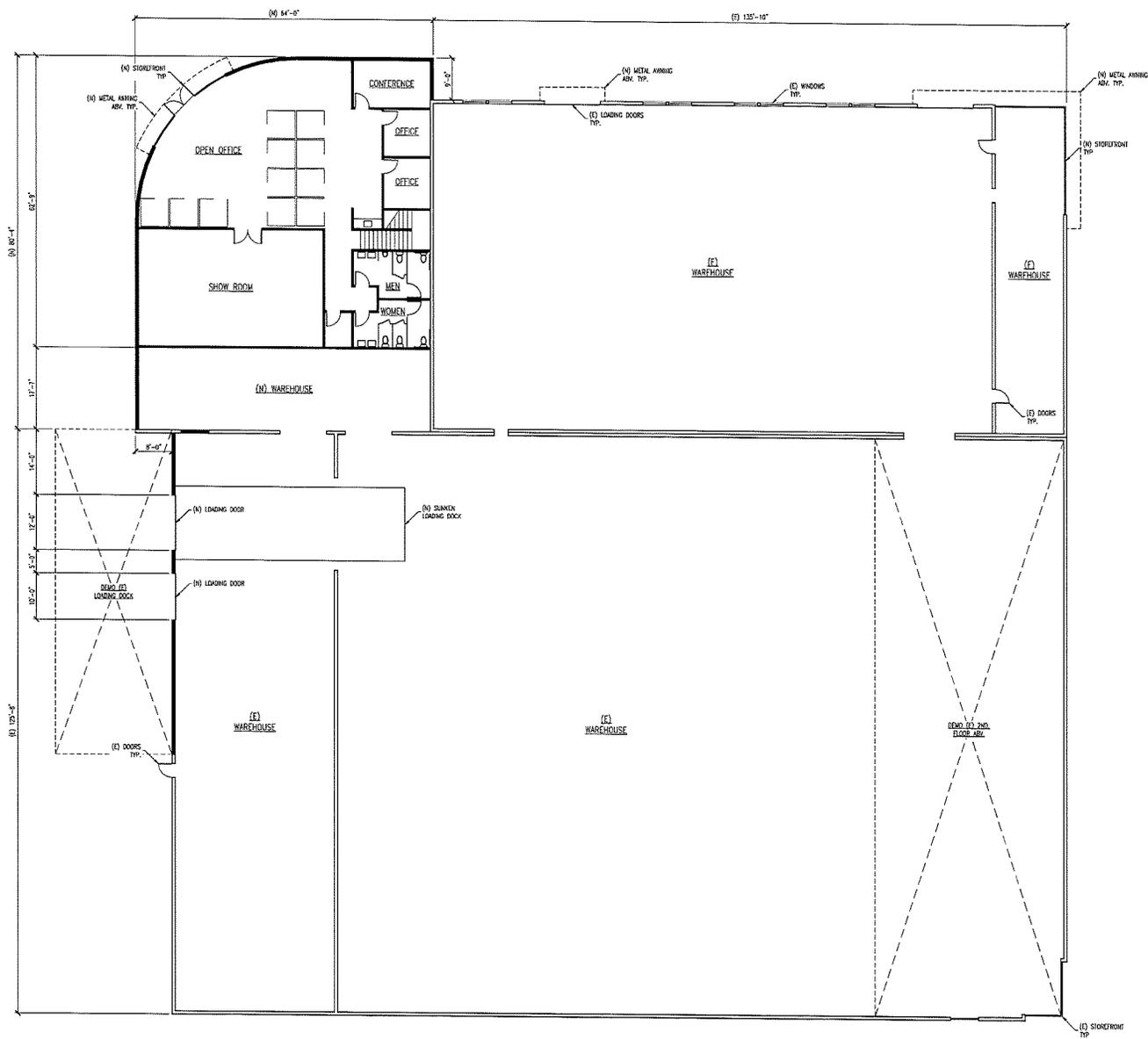
1

- NOTES**
1. ALL FEATURES SHOWN ON SITE PLAN ARE EXISTING TO BE REMAINED UNLESS NOTED OTHERWISE.
  2. EXISTING SITE DRAINAGE PATTERNS AND SHEET FLOW TO BE REMAINED V.A.T.

**EXHIBIT C**

Floor Plan – Development Plan 18-06

**[Attached**



**WALL LEGEND**  
 --- EXISTING WALL TO REMAIN TYP.  
 ——— NEW WALL TYP.

PROPOSED 1ST. FLOOR PLAN  
 SCALE: 3/32" = 1'-0" 1

**PETRA**  
 CONSTRUCTION  
 MANAGEMENT, INC.

2540 W. MAIN STREET  
 SUITE 211  
 ALHAMBRA, CA 91801  
 T: 626.203.8148  
 E: PETRA\_SILIBROCK@YAHOO.COM

MANUFACTURER  
 TENANT IMPROVEMENT  
 18731 RAILROAD ST.  
 CITY OF INDUSTRY, CA 91748

| KEYING | DATE | BY |
|--------|------|----|
|        |      |    |
|        |      |    |
|        |      |    |
|        |      |    |
|        |      |    |
|        |      |    |
|        |      |    |
|        |      |    |
|        |      |    |
|        |      |    |

JOB # 11112 DATE 7-18-2015  
 DRAWN BY K. LSA SCALE: AS NOTED

PROPOSED 1ST.  
 FLOOR PLAN

SHEET  
**A2**

NOTE: THIS DRAWING IS THE PROPERTY OF PETRA CONSTRUCTION MANAGEMENT, INC. AND SHALL BE LOANED TO THE CLIENT FOR THE PROJECT ONLY. IT IS TO BE USED ONLY FOR THE PROJECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF PETRA CONSTRUCTION MANAGEMENT, INC.

**Exhibit D**

Elevations - Development Plan 18-06

**[Attached]**

**PETRA**  
CONSTRUCTION  
MANAGEMENT, INC.

2550 N. MAIN STREET  
SUITE 211  
ALHAMBRA, CA 91801  
T: 626.333.9148  
E: PETRA\_GOLDENPARK.COM

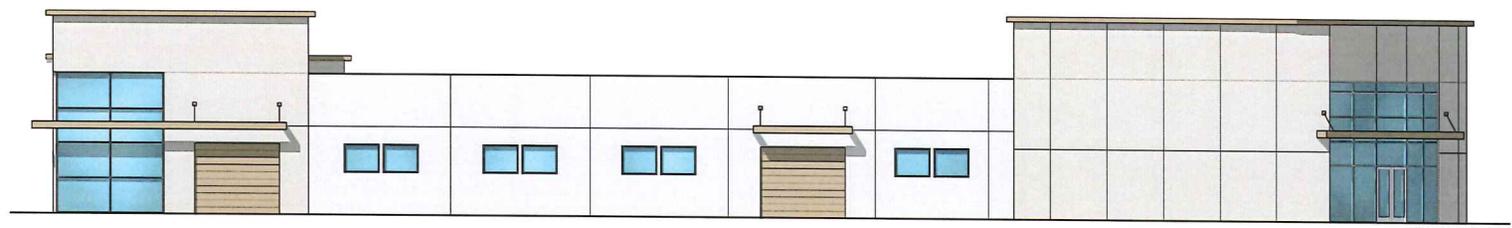
MANUFACTURER  
TENANT IMPROVEMENT  
18731 RAILROAD ST.  
CITY OF INDUSTRY, CA 91748

| REVISION | DATE | BY |
|----------|------|----|
|          |      |    |
|          |      |    |
|          |      |    |
|          |      |    |
|          |      |    |

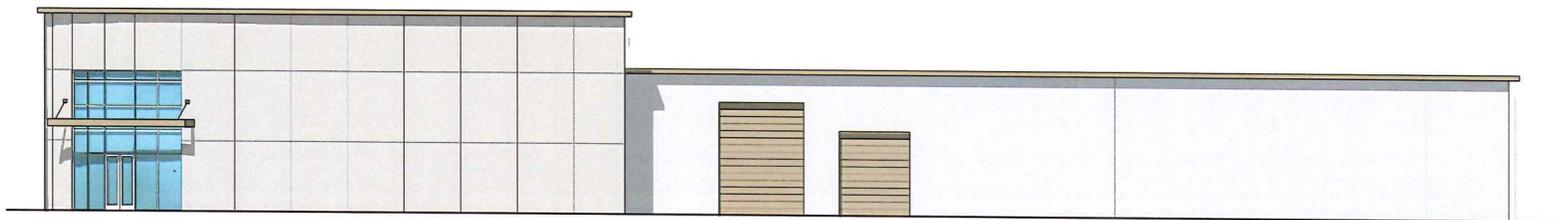
JOB #: 11112 DATE: 7/15/2018  
DRAWN: N. LIU SCALE: AS NOTED  
CONTENT: AS NOTED

COLOR  
ELEVATIONS

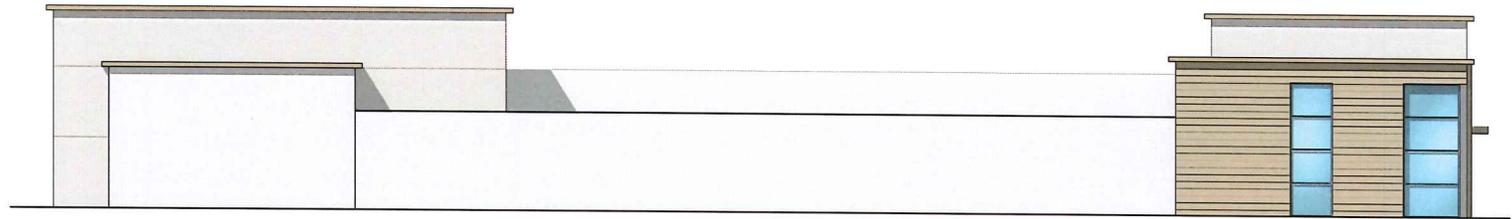
SHEET:  
COLOR



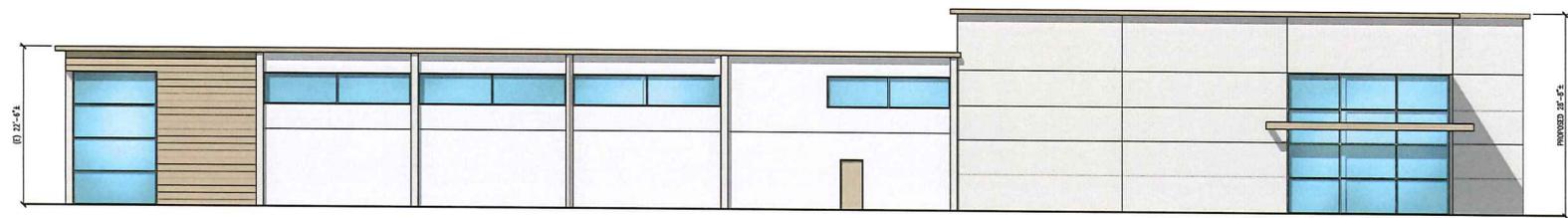
SIDE (NORTH) ELEVATION



REAR (WEST) ELEVATION



STREET SIDE (SOUTH) ELEVATION



FRONT (EAST) ELEVATION



10" WOOD SIDING  
NATURAL FINISH



EXTERIOR STUCCO COLOR #1  
Color to match La Habra  
Stucco 'Dove Grey'



EXTERIOR STUCCO COLOR #2  
Color to match La Habra  
Stucco 'Silver Grey'



TRIM COLOR  
Color to match La Habra  
Stucco 'Viejo'

**Exhibit E**

Notice of Exemption - Development Plan 18-06

**[Attached]**

## NOTICE OF EXEMPTION

**To:** County Clerk  
County of Los Angeles  
Environmental Filings  
12400 East Imperial Highway #2001  
Norwalk, CA 90650

**From:** City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

**Project Title:** DP 18-06

**Project Location - Specific:** 18731 Railroad Street

**Project Location-City:** City of Industry **Project Location-County:** Los Angeles

**Description of Project:** Development Plan 18-06 to allow for the demolition of 1,700 square feet of existing building area and 6,000 square feet of interior office space, and the construction of a 9,720 square foot, two story office area, at an existing industrial building, located at the property 18731 Railroad Street.

**Name of Public Agency Approving Project:** City Council, City of Industry

**Name of Person or Agency Carrying Out Project:** Petra Construction on behalf of Purple River Investment

**Exempt Status:** *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15332 Class 32
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons; the site is 1.84 acres, which is under the five acre threshold required in the infill exemption, and is surrounded by developed industrial buildings and uses. All roads and utilities are existing and maintained to serve the industrial uses for many years and are suitable for the minor addition. The site does not contain any endangered habitat because it is a developed lot that was disturbed when the original building was built, and all environmental concerns such as endangered, rare or threatened species if any, were addressed and mitigation measures were put in place to address them. The addition would not result in significant effects related to traffic, noise, and air because the same number of trucks and employees will continue to work at this location providing the same traffic counts as current business operation. Also, the addition will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them.

### Lead Agency

**Contact Person:** Dina Lomeli

Telephone: (626) 333-2211

Signature: \_\_\_\_\_

Date: 4/25/2019

Title: Consultant Associate Planner

**Exhibit F**

Resolution No. CC 2019-19

**[Attached]**

## RESOLUTION NO. CC 2019-19

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-06 TO ALLOW FOR THE DEMOLITION OF 1,700 SQUARE FEET OF BUILDING AREA AND 6,000 SQUARE FEET OF OFFICE SPACE, AND THE CONSTRUCTION OF 9,720 SQUARE FEET OF OFFICE SPACE AT AN EXISTING INDUSTRIAL BUILDING LOCATED AT 18731 RAILROAD STREET, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

#### RECITALS

**WHEREAS**, on January 18, 2019, Petra Construction, representing Purple River Investment LLC, (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 18-06 described herein (“Application”); and

**WHEREAS**, the Application applies to the existing 40,724 square foot industrial building, located on an existing 1.84 acre property, at 18731 Railroad Avenue, City of Industry, California, Assessor’s Parcel Number 8624-020-028 (“Property”); and

**WHEREAS**, the Applicant is proposing to demolish 1,700 square feet of existing building area and 6,000 square feet of interior office space, and construct a 9,720 square foot, two story office addition, at the Property, which is within the “M” Industrial Zone and, in accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for this type of activity; and

**WHEREAS**, the Land Use Element of the General Plan designates the Property as Industrial. The proposed use is consistent with the General Plan as the proposed expansion is similar to that of other industrial uses in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

**WHEREAS**, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. Based upon the information received and Staff’s review and assessment, the project was determined not to have a significant impact on the environment and is categorically exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15332. This Class 32 exemption applies to in-fill development where the project is consistent with the general plan designation and all applicable general plan policies, as well as the zoning designation and regulations; the project occurs in the city limits, the site is no more than five acres, and is substantially surrounded by urban uses; the project site has no value as a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects related to traffic, noise, air or water quality; and the site can be adequately served by all required public utilities and all public services. The site is 1.84 acres which is under the five acre threshold required in the infill exemption and is surrounded by developed industrial buildings and uses. All roads and utilities are existing and maintained to serve the industrial uses for many years and are suitable for the minor addition. The site does not contain any endangered

habitat because it is a developed lot that was disturbed when the original building was built and all environmental concerns such as endangered, rare or threatened species if any were addressed and mitigation measures were put in place to address them. The addition would not result in significant effects related to traffic, noise, and air because the same number of trucks and employees will continue to work at this location providing the same traffic counts as current business operation. Also, the addition will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them; and

**WHEREAS**, on April 25, 2019, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

**WHEREAS**, all legal prerequisites have occurred prior to the adoption of this Resolution.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**SECTION 1:** The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

**SECTION 3:** Based upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for DP No. 18-06, the City Council hereby finds and determines that DP No. 18-06 will not result in or have a significant impact on the environment because the proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15332. This Class 32 exemption applies to in-fill development where the project is consistent with the general plan designation and all applicable general plan policies, as well as the zoning designation and regulations; the project occurs in the city limits, the site is no more than five acres, and is substantially surrounded by urban uses; the project site has no value as a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects related to traffic, noise, air or water quality; and the site can be adequately served by all required public utilities and all public services. The site is 1.84 acres which is under the five acre threshold required in the infill exemption and is surrounded by developed industrial buildings and uses. All roads and utilities are existing and maintained to serve the industrial uses for many years and are suitable for the minor addition. The site does not contain any endangered habitat because it is a developed lot that was disturbed when the original building was built and all environmental concerns such as endangered, rare or threatened species if any were addressed and mitigation measures were put in place to address them. The addition would not result in significant effects related to traffic, noise, and air because the same number of trucks and employees will continue to work at this location providing the same traffic counts as current business operation. Also, the addition will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them. Based on these findings, the City Council adopts the Notice of Exemption and directs Staff to file same as required by law.

**SECTION 4:** Based upon substantial evidence presented to the City Council during the April 11, 2019 public meeting, including public testimony and written and oral staff reports, this City Council finds as follows:

A. The property is suitable for development in accordance with the Development Plan because the project is in conformance with the City of Industry General Plan and all applicable standards outline within Section 17.36.060 of the City's Code. This includes: setbacks, height, parking and landscaping standards. Existing water, gas, electricity and sewer utilities will adequately serve the Project. Further, pursuant to Section 17.36.060.AA. of the Code, industrial buildings may use up to one third of the total floor area for office use. Here, the proposed project is 28 percent of the total floor area, which is permitted under the Code.; and

B. The total development is arranged to avoid traffic congestion, ensure the public health safety and general welfare or prevent adverse effects upon neighboring properties because it has been designed to minimize any potential impacts by complying with the City's current Code. The Applicant, business owner, and property owner are also responsible for complying with the current Building and Fire Codes. The project complies with the citywide driveway and drive aisle requirements to reduce traffic and congestion. Furthermore, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance; and

C. The proposed addition will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design; and

D. The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The proposed addition of a warehouse and office is consistent with the land use designation of employment found in the City's General Plan. These allowable land uses include (and are not limited to) manufacturing, warehousing and storage. The project is also compatible with surrounding properties and uses because the surrounding area is composed of warehouses and industrial buildings. The uses of the surrounding properties may change, but the character will remain industrial in nature and consistent with the general plan and zoning designations of the site. The project also supports several goals and policies of the General Plan by encouraging development and attracting a variety of industrial establishments in order to contribute to the City's economic sustainability and strategic growth; and.

**SECTION 5:** Based upon the foregoing findings, the City Council hereby approves DP No. 18-06, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

**SECTION 6:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 7:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on April 25, 2019 by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Julian Gutierrez-Robles, Deputy City Clerk



# CITY OF INDUSTRY

15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## ATTACHMENT 1

### Standard Requirements and Conditions of Approval

**Application:** Development Plan 18-06

**Applicant:** Petra representing Purple River Investment LLC

**Location:** 18731 Railroad Street

**Use:** 9,720 square two story office area to an existing industrial building

### Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City.

1. All proposed site improvements must conform to the development plan approved per Development Plan Number 18-06.

### Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City.

1. All development shall comply with the approved Development Plan.
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.

5. The Applicant shall provide off-street parking as shown on the approved Development Plan.
6. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
7. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
8. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.
9. No changes to the landscaping are required or proposed as part of this project. If the Applicant decides to make modifications to the landscaping they shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
10. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.
11. All roof mechanical equipment shall be screened from the public right of way.

### **Interpretation and Enforcement**

1. The Applicant shall comply with all applicable code requirements, conditions of approval, laws, rules, and regulations applicable to the development of the project.
2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

### **Indemnification and Hold Harmless Condition**

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of

the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Development Plan within 10 days after the approval, or the Development Plan shall be of no further force or effect.

**Attachment 1**

Conditions of Approval – Development Plan 18-06

**[Attached]**



# CITY OF INDUSTRY

15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## ATTACHMENT 1

### Standard Requirements and Conditions of Approval

**Application:** Development Plan 18-06  
**Applicant:** Petra representing Purple River Investment LLC  
**Location:** 18731 Railroad Street  
**Use:** 9,720 square two story office area to an existing industrial building

### Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City.

1. All proposed site improvements must conform to the development plan approved per Development Plan Number 18-06.

### Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City.

1. All development shall comply with the approved Development Plan.
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.

5. The Applicant shall provide off-street parking as shown on the approved Development Plan.
6. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
7. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
8. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.
9. No changes to the landscaping are required or proposed as part of this project. If the Applicant decides to make modifications to the landscaping they shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
10. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.
11. All roof mechanical equipment shall be screened from the public right of way.

### **Interpretation and Enforcement**

1. The Applicant shall comply with all applicable code requirements, conditions of approval, laws, rules, and regulations applicable to the development of the project.
2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

### **Indemnification and Hold Harmless Condition**

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of

the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Development Plan within 10 days after the approval, or the Development Plan shall be of no further force or effect.

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer *JN*

**DATE:** April 25, 2019

**SUBJECT:** Consideration of Resolution No. CC 2019-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB1 PROJECT FOR FISCAL YEAR 2019-2020

---

### **Background:**

On June 28, 2018, the City Council approved Resolution Number CC 2018-30 which adopted the Fiscal Year 2018-2019 CIP Program Budget which included seven million dollars for the Arenth Avenue Reconstruction Project from Anaheim-Puente Road to Phillips Drive (MP 14-12). On May 24, 2018 the City Council approved Resolution 2018-15 to add the Arenth Avenue Reconstruction Projects as the SB1 project for fiscal year 2018-2019.

### **Discussion:**

On April 28, 2017, the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017) to address basic road maintenance, rehabilitation and critical safety needs on the state highway and local road system. SB1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads. Under the provisions of SB1, funds from the Road Maintenance and Rehabilitation Account ("RMRA") may be used for City projects that meet certain criteria and requires that eligible cities submit a list of proposed projects to be funded with these funds pursuant to an adopted city budget.

Cities are allocated RMRA funds based on population, and in order to use the RMRA funds, projects must be the following qualifications: considered basic road maintenance and road rehabilitation projects, and or critical safety projects.

By May 1, 2018, Staff will submit the Arenth Avenue Project to the State of California as the City's designated SB1 project for fiscal year 2019-2020. California Transportation Commission staff has requested that a separate resolution be adopted to identify the Arenth Avenue Reconstruction Project as the City's designated SB1 project. The California Transportation Commission requires that the City formally adopt SB1 funds as

part of the adopted 2019-2020 Capital Improvement Program (“CIP”) budget to receive the funds for projects. Therefore, at this time, we are requesting to approve the resolution.

**Fiscal Impact:**

As the SB1 funds are allocated according to population, the City’s projected SB1 allocation for Fiscal Year 2019-2020 is \$9,000. The Fiscal Year 2019-2020 CIP budget will include the Arenth Avenue Reconstruction Project.

**Recommendation:**

It is recommended that the City Council approve Resolution No. CC 2019-20.

**Exhibit:**

- A. Resolution No. CC 2019-20

---

TH/JN:jv

**EXHIBIT A**

Resolution No. CC 2019-20

[Attached]

**RESOLUTION NO. CC 2019-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INDUSTRY, CALIFORNIA NAMING THE ARENTH AVENUE  
RECONSTRUCTION PROJECT AS AN SB1 PROJECT FOR FISCAL  
YEAR 2019-2020**

**WHEREAS**, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the community is aware of the projects proposed for funding in our City and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive an estimated \$9,000 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

**WHEREAS**, this is the third year in which the City is receiving SB 1 funding, and the funding will enable the City to continue essential road maintenance and rehabilitation projects, as well as safety improvements; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and incorporated herein by reference.

**Section 2.** The fiscal year 2019-20 project planned to be funded with Road Maintenance and Rehabilitation Account revenue is:

- A. Project Location: Arenth Avenue from Anaheim-Puente Road to Phillips Drive.
- B. Project Description: A gutter to gutter grind out/removal of failing asphalt and replacement with new asphalt. Storm drain repairs/upgrades where necessary, ADA path of travel improvements where necessary, installation of guard rail where necessary.
- C. Estimated Useful Life: The City's Pavement Management system estimates a new useful life for this repaired roadway of 25 years.
- D. Proposed Schedule: Release notice inviting bids to contractors in May 2019, complete construction by February 2020.

**SECTION 3.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry, at a regular meeting held on April 25, 2019, by the following vote:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Bing Hyun, Assistant City Manager

**DATE:** April 25, 2019

**SUBJECT:** Consideration of Resolution No. CC 2019-21, electing to be exempt from the Congestion Management Program

---

### **Background:**

The Congestion Management Program (“CMP”) is a state-mandated program that ties gas tax revenues to congestion reduction efforts, by monitoring local land use and transportation coordination. In the past, the CMP requires that cities adopt a resolution to report construction activity, traffic volume at certain intersections, and other information related to circulation. Recently, requirements for complying with the CMP were halted while the Los Angeles County Metropolitan Transportation Authority (“Metro”) evaluated the efficiency of the program. On June 28, 2018, the Metro Board initiated a process for Metro and all Los Angeles County local jurisdictions to opt out of the CMP.

Some of the reasons for the City to consider opting out include:

- Relieves City from mandate to use a single measure (LOS) to determine roadway deficiencies.
- Eliminates risk of losing state gas tax funds or being ineligible to receive state and federal Transportation Improvement Programs funds, as a result of not being in compliance with CMP requirements or performance standards.
- Eliminates administrative and financial burden associated with preparation of documents to demonstrate conformance with the CMP.

### **Discussion:**

In accordance with California Government Code 65088.3, jurisdictions within a county are exempt from the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county’s population adopt resolutions electing to opt out of the program. A number of counties have elected to opt out of the CMP over the years including San Diego, Fresno, Santa Cruz, and San Luis Obispo counties. For this to occur in Los Angeles County, 45 jurisdictions representing 5.1 million people in the county must

opt out. To date, over 30 Los Angeles County cities have adopted resolutions, 16 of which are located in the San Gabriel Valley, including the cities of Diamond Bar, Baldwin Park, and Walnut.

**Fiscal Impact:**

None. The recommended action may have a positive impact in future years by eliminating costs associated with CMP implementation.

**Recommendation:**

Staff recommends that the City Council adopt Resolution No. CC 2019-21, electing to be exempt from the Congestion Management Program in accordance with the Congestion Management Program State statute.

**Exhibit:**

A. Resolution No. CC 2019-21

---

TH/BH:kt

**EXHIBIT A**

Resolution No. CC 2019-21

[Attached]

**RESOLUTION NO. CC 2019-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,  
ELECTING TO BE EXEMPT FROM THE CONGESTION  
MANAGEMENT PROGRAM**

**WHEREAS**, in 1990, the voters of California passed Proposition 111, and the requirement that urbanized counties develop and implement a Congestion Management Program (“CMP”); and

**WHEREAS**, the legislature and governor established the specific requirements of the CMP by adoption of legislation which was a companion to Proposition 111, and is set forth in California Government Code Section 65088 to 65089.10; and

**WHEREAS**, the Los Angeles County Metropolitan Transportation Authority (Metro) has been designated as the Congestion Management Agency responsible for Los Angeles County’s CMP; and

**WHEREAS**, California Government Code Section 65088.3 allows urbanized counties to be exempt from the CMP based on resolutions passed by local jurisdictions representing a majority of a county’s jurisdictions with a majority of the county’s population; and

**WHEREAS**, the CMP is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

**WHEREAS**, on June 28, 2018 the Metro Board of Directors took action to direct Metro staff to work with local jurisdictions to prepare the necessary resolutions to exempt Los Angeles County from the CMP.

**NOW, THEREFORE, CITY COUNCIL DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:**

**SECTION 1:** That the above recitations are true and correct.

**SECTION 2:** That the City of Industry hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

**SECTION 3:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 4:** The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on April 25, 2019 by the following vote:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

**To:** Honorable Mayor Radecki and Members of the City Council

**From:** Troy Helling, City Manager *TH*

**Date:** April 25, 2019

**SUBJECT:** Consideration to contribute \$50,000.00 to the Industry Station Youth Activities League.

---

### Background:

The Industry Sheriff's Station Youth Activities League is a non-profit organization working together with the Los Angeles County Sheriff's Department. The program is supported by the City of Industry, and by generous donations from local businesses and private citizens. The \$50,000.00 donation will help to support and continue to provide programs free of charge to all participants. Contributions go directly to providing quality programs designed to keep our children gang and drug free.

### Recommendation:

Staff recommends that the City Council approve the \$50,000.00 contribution to the Industry Station Youth Activities League and recommends that the City Council adopt Resolution No. CC 2019-22.

### Exhibits:

A.. Resolution No. CC 2019-22

---

TH/TH

**RESOLUTION NO. CC 2019-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE  
INDUSTRY STATION YOUTH ACTIVITIES LEAGUE IN THE  
AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00)**

**RECITALS**

**WHEREAS**, The Industry Sheriff's Station Youth Activities League is a non-profit organization working together with the Los Angeles County Sheriff's Department. The program is supported by the City of Industry, and by generous donations from local businesses and private citizens. They provide programs free of charge to all participants. Contributions go directly to providing quality programs designed to keep our children gang and drug free; and

**WHEREAS**, the Industry Station Youth Activities League has requested a donation from the City to support its programs that keep our children gang and drug free; and

**WHEREAS**, the City's donation serves a public purpose in that the proceeds will support the Industry Station Youth Activities League programs; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES  
HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:**

**SECTION 1:** The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** The City's donation serves a public purpose in that the proceeds will assist in funding programs designed to keep our children gang and drug free.

**SECTION 3:** The City Council hereby approves the donation of Fifty Thousand Dollars (\$50,000.00) to the Industry Station Youth Activities League.

**SECTION 4:** The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

**SECTION 5:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 6:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on April 25, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*  
Upendra Joshi, Senior Project Manager, CNC Engineering *UJ*

**DATE:** April 25, 2019

**SUBJECT:** Consideration of an Agreement with the California Department of Transportation for the Stimson Avenue At-Grade Railroad Crossing at Los Angeles subdivision north of Gale Avenue (MP 06-11 #21)

---

### **Background:**

The L.A. subdivision crossing at Stimson Avenue is a double-track crossing. Stimson Avenue is a north-south roadway with two lanes in each direction and a center two way left-turn lane and sidewalks along both sides. The immediate surrounding area of the crossing is industrial. There are approximately 12 passenger and 38 freight trains a day with a maximum speed of 79 MPH. According to the Union Pacific Railroad ("UPRR"), there were seven unsafe motorist behaviors that occurred at this crossing. It is currently equipped with a curb and median-mounted California Public Utilities Commission ("CPUC") Standard 9 (flashing light signal assembly with automatic gate) warning devices, railroad advanced warning signage, and pavement markings on each approach.

### **Discussion:**

On June 22, 2016, representatives from the City, UPRR, Caltrans Division of Rail, and the CPUC met to review the Stimson Avenue at-grade highway-rail crossing. This crossing was identified for funding of hazard elimination and safety improvements through the Federal Section 130 funds. The Section 130 program is a federally funded program, administered by the states, for the elimination of hazards at at-grade highway-rail crossings.

Section 130 funding can reimburse the actual and direct costs of the design and construction of the improvements recommended which are done subsequent to Caltrans executing a contract and issuing the notice to proceed. The CPUC Rail Crossing Engineering Section staff itemized the safety improvements to be funded under the Section 130 program for the above noted crossing, as developed by the diagnostic team. The diagnostic team analyzed the existing situation with respect to vehicular travel, bicycle travel, pedestrian pathways and rail traffic, and determined the identified improvements will increase safety and that these improvements are 100% fundable by

the Section 130 Program after the issuance of the contract.

The recommendations identify both railroad and local work which will be contracted separately by Caltrans. The UPRR and the City will be responsible for the construction of the improvements identified to their agency. UPRR and the City must coordinate their respective work items. The total project cost is \$1,310,750, out of which \$465,750 will be administered by the City and the rest of the amount will be administered by UPRR. The City is responsible to perform the project work that includes preparation of final plans, specifications and estimates ("PS&E") and the completion of the project construction. Caltrans will reimburse the City all expenses related to the project's completion that includes PS&E, project management, construction management, construction support and construction.

**Fiscal Impact:**

There is no fiscal impact.

**Recommendation:**

Staff recommends that the City Council approve the Agreement.

**Exhibit:**

- A. Agreement with Caltrans and the City for the Stimson Avenue At-Grade Railroad Crossing at Los Angeles subdivision just north of Gale Avenue dated March 29, 2019
- 

TH/JN/UJ:bb

**EXHIBIT A**

Agreement with Caltrans and the City for the Stimson Avenue At-Grade Railroad  
Crossing at Los Angeles subdivision just north of Gale Avenue dated March 29, 2019

[Attached]

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Contract No: **75LX320**  
Sheet 1 of 12  
March 29, 2019

| Unit   | Project ID  | Phase           | Object             | Amount  | FY        | Encumbrance Doc No. |
|--|---|-----------------|--------------------|---|-----------|---------------------|
| 3811   | 0017000245  | S               | 049                | \$465,750   | 2017/2018 | <b>75LX320</b>      |
| <b>Item</b>  | <b>Chapter</b>  | <b>Statutes</b> | <b>Fiscal Year</b> |   |           |                     |
| 2660-102-0890  | 14  | 2017            | 2017/2018          |   |           |                     |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated herein. |   |                 |                    | PROGRAM SUPPLEMENT NO: <b>75LX320</b><br>PROJECT NUMBER: STPLR-7500(258)  |           |                     |
| Signature of Accounting Officer  |   | Date            |                    | The numbers above are to be placed on all invoices which shall be mailed to:<br><b>Caltrans Division of Rail and Mass Transportation</b><br>P.O. Box 942874, MS 74<br>Sacramento, CA 94274-0001 |           |                     |
|  |   |                 |                    |   |           |                     |
| <b>LOCAL AGENCY:</b><br>ADDRESS:<br><br>Phone:   | City of Industry<br>225 North Hacienda Boulevard, Suite 222<br>Industry, CA 91744<br>(626) 333-2211 |                 |                    | Effective Date of Contract: <b>March 29, 2019</b><br>Or upon signature, whichever is later<br><br>Expiration Date of Contract: <b>March 29, 2022</b>  |           |                     |

The City of Industry (hereinafter referred to as **Local Agency**) hereby agrees to do the work set forth herein for the State of California, Department of Transportation (hereinafter referred to as **Caltrans**) in accordance with all applicable laws including but not limited to, California Streets and Highways Code section 114(b) and California Government Code 14038 and regulations and the provisions of this form including the attached sheets and Exhibits A - D. This Agreement shall be effective March 29, 2019, the date herein as listed or when executed by all parties, whichever is later and is subject to all the terms and conditions thereof. This agreement authorizes reimbursement of eligible costs incurred during the term of this agreement. All Project costs must also comply with the corresponding Exhibit D, E-76 approval dated December 7, 2017. The work is located in the City of Industry, at the grade crossing located at the intersection of Stimson Avenue and the Union Pacific Railroad (hereinafter referred to as **Railroad**) tracks, CPUC No. 003-18.30, Federal DOT No. 810871U. All work to be completed by **Local Agency** under the terms of this Contract is described in Exhibit A (hereinafter referred to as **Project**).

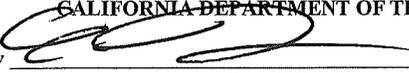
|                                       |                  |
|---------------------------------------|------------------|
| <b>Total Cost Estimate:</b>           | <b>\$345,000</b> |
| <b>Engineering/Administration</b>     | <b>\$85,250</b>  |
| <b>Contingency/Inflation Factor:</b>  | <b>\$34,500</b>  |
| <b>TOTAL PROJECT COST:</b>            | <b>\$465,750</b> |
| <b>TOTAL AMOUNT OF THIS CONTRACT:</b> | <b>\$465,750</b> |

*It is expressly agreed that all persons engaged on this work are employees of the **Local Agency** and/or contractors hired by the **Local Agency** pursuant to its own policies and procedures and that none are employees of **Caltrans**.*

*Further, **Caltrans** hereby agrees to the terms as above set forth, and hereby agrees to pay the actual allowable costs incurred up to the limit set forth herein; provided, that by mutual consent of the **Local Agency** and **Caltrans**, this contract may be modified or terminated at any time.*

**IN WITNESS WHEREOF**, the parties to this contract have hereunto set their hand the year and date first above written.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By  \_\_\_\_\_  
Branch Chief

Approved \_\_\_\_\_  
Office Chief

Date: \_\_\_\_\_

CITY OF INDUSTRY

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_



1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that might occur if the contract were executed after appropriations are actually made.
2. This contract is valid and enforceable only if sufficient funds are made available to **Caltrans** by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction of funds.
3. This service contract is for the elimination of hazards at Railroad-Highway intersections (crossings) with funds provided to **Caltrans** under Section 130, Title 23 USC. Said elimination of hazards is a cooperative effort between **Caltrans**, **Local Agency** the California Public Utilities Commission (hereinafter referred to as **CPUC**) and **Railroad**. The **CPUC** has evaluated the railroad highway intersection and determined what improvements are necessary; **Caltrans** acts as a conduit for the federal funds to the **Local Agency** and the **Railroad** and the **Local Agency** and **Railroad** are responsible for building and maintaining the improvements mandated by the **CPUC**.
4. The total actual allowable costs reimbursable by **Caltrans** under this Service Contract, shall not exceed **\$465,750**. This agreement authorizes reimbursement of eligible costs incurred during the term of this agreement. All Project costs must also comply with the corresponding Exhibit D, E-76 approval dated **December 7, 2017**.
5. The **Local Agency** will not proceed with any work on the **Project**, nor be required to purchase any materials, until authorized in writing by **Caltrans**. Such authorization (hereinafter referred to as **Notice to Proceed**) shall not be issued by **Caltrans** until sufficient State or Federal funds have been obligated for the project. State liability pursuant to this contract is limited to the amount set forth in this contract.
6. The **Local Agency** agrees to perform the **Project** work and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute **Project** diligently to completion. **Caltrans** and **Local Agency** agree that the **Project** work as provided herein is pursuant to Federal rules and regulations and not State law. **Local Agency** agrees to perform its work in accordance with **FHWA-1273**, a true and correct copy of which is attached hereto. **Caltrans** is acting as a conduit for disbursement of Federal Surface Transportation Program funds for hazard elimination at railroad intersections on city streets, county roads and State Highways.
7. The **Local Agency** shall comply with the Buy America provisions set forth in 23 CFR 635.410 for the Project, for steel, iron and manufactured goods produced in the United States, subject to the conditions therein set forth.



8. Any person, company or corporation who performs construction work authorized under terms of this contract must have a valid California contractor's license. All authorized work performed by employees of **Local Agency** and any CPUC regulated public utility, City, County or Public Service District is not subject to the above contractor's license requirement.

9. **Local Agency** must coordinate **Project** work with the railroad that owns or operates the tracks where the intersection is located.

10. **Local Agency** will secure all legally required and necessary permits and approvals before commencing **Project** construction.

11. Where **Project** work is in conjunction with work done by **Railroad**, **Railroad** will construct railroad track and signal work to its own standard specifications, **Local Agency** will not perform any work on the **Railroad** tracks or within railroad right of way without securing written permission from the railroad. **Project** work done within twenty-five feet of the centerline of the **Railroad's** nearest track may require a **Railroad** employee to protect the workers of **Local Agency** or its contractors. This provision is pursuant to federal law regulation and must be clearly agreed to in writing between **Local Agency** and **Railroad** before commencement of **Project** work at the railroad-highway intersection. A copy of this agreement between **Railroad** and **Local Agency** shall be provided to **Caltrans** by **Local Agency** as soon as it is executed.

12. **Caltrans** will reimburse the **Local Agency** on the basis of actual cost, not to exceed the **Project** cost herein. Any cost of the work determined by **Caltrans** to be not reimbursable, shall be borne by **Local Agency**. Indirect overhead charges will not be allowed unless **Local Agency** has an Indirect Cost Rate Proposal approved by **Caltrans'** Audits and Investigations.

13. Any warning devices medians, signs, pavement markings, structures or other improvements, which may be installed in conjunction with **Project**, shall be located as agreed upon between **Railroad** and the California Public Utilities Commission and as approved by the Federal Highway Administration (FHWA). Such locations are indicated in Exhibit A hereto.

14. Guidance, regulatory, warning and temporary traffic control signs, curb and pavement, or other markings and traffic signals installed or placed on any project constructed with federal funds shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) and its California Supplement (CAMUTCD). Deviations from the Mandatory Standards for signs, markings, and traffic signals as defined and shown in the MUTCD and CAMUTCD are not permitted.

15. **Local Agency** invoice procedures shall conform to the California State Department of Transportation, Division of Rail and Mass Transportation, Railroad Crossing Safety Branch's Invoice Guidelines for Local Agencies. Correspondence and/or invoices are to be sent to: California Department of Transportation, Division of Rail and Mass Transportation, P. O. Box 942874, MS 74, Sacramento, California 94274, if by U.S. Mail. If by courier, then address invoice to: California Department of Transportation, Division of Rail and Mass Transportation, 1415 11<sup>th</sup> Street, MS 74, Sacramento, California 95814.

16. Not more frequently than once a month, but at least quarterly, **Local Agency** will prepare and submit to **Caltrans** invoices for actual allowable costs incurred consistent with the **Exhibit A** attached



hereto. **Caltrans** will review the invoice for compliance with this contract. Payment will be made by **Caltrans** to **Local Agency** within forty-five (45) days of the date of receipt of an invoice by **Caltrans**, unless disputed. Invoices which are determined not in compliance, or include unallowable costs will be returned to **Local Agency** for correction of deficiencies, after which **Local Agency** will resubmit the invoice to **Caltrans** as prescribed above.

17. The **Local Agency**, upon completion of the **Project** work, will provide to **Caltrans** a written declaration/notification that the **Project** has been final billed and ready to be closed. This declaration shall be based upon actual allowable **Project** cost, **Project** Scope and **Project** cost limits set forth herein. Upon receipt of this declaration, **Caltrans** will pay all outstanding allowable invoiced **Project** costs. If upon final accounting, it is determined that **Caltrans** previously paid more than its share of said project, **Local Agency** shall refund the difference between **Caltrans**' share and the amount paid by **Caltrans**. All records of the **Local Agency**, its contractors and subcontractors are subject to audit by representatives of the **State of California** and Federal Highway Administration. Such records will be retained and made immediately available for inspection by **Caltrans**' Auditors for a period of three years from **Caltrans**' date of final payment of aforementioned final invoice. Further, **Local Agency** agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

18. All work to be done hereunder by **Local Agency** shall be done only by its employees on a force account basis, or by contractors, the cost thereof to be paid to **Local Agency** by **Caltrans** in the manner hereinafter set forth.

19. **Local Agency** agrees that the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowable individual items of indirect cost. **Local Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular 2 CFR 200.

20. All applicable portions of 23 CFR Part 140, Subpart I are by reference incorporated herein and made a part hereof.

21. An itemized estimate of the cost of the work to be performed by **Local Agency** is attached hereto as a part of **Exhibit B** and made a part hereof.

22. **Caltrans** agrees to reimburse **Local Agency** for qualified insurance expenses as authorized by 23 CFR 646 et seq., and as set forth in cost estimates attached hereto.

23. The **Local Agency** has 180 days after the expiration date of this contract to submit the final invoice to **Caltrans** for verification and payment.

24. In accordance with the California Public Utilities Commission General Orders, and in cooperation with the **Railroad**, the **Local Agency** shall maintain the **Project** improvements located in its right of way.



25. Subject to the availability of labor and material and securing the required and necessary permits and approvals, it is the intent of the parties hereto that all construction work under this service contract shall be completed within three years after the effective date of this contract, unless a time extension is requested by **Local Agency** and approved in writing by **Caltrans**. The expiration date of this contract is shown on the face sheet. Costs incurred prior to the effective date of contract or after the expiration date of contract are unallowable and shall not be billed by the **Local Agency** to **Caltrans**.

26. **AMENDMENT:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Contract is binding on any of the parties.

27. **ASSIGNMENT:** This Contract is not assignable, in whole or in part, without the consent of **Caltrans** in the form of a formal written amendment.

28. **AUDIT:** **Local Agency** agrees that **Caltrans** or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. **Local Agency** agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. **Local Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

29. **INDEMNIFICATION:** **Local Agency** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be killed, injured or damaged except to the extent that such death injury or damage results from the sole or active negligence of **Caltrans**.

30. **DISPUTES:** **Local Agency** shall continue to perform under this Contract during any dispute.

31. **TERMINATION FOR CAUSE:** **Caltrans** may terminate this Contract and be relieved of any payments should the **Local Agency** fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination **Caltrans** may proceed with the work in any manner deemed proper by **Caltrans**. All costs to **Caltrans** shall be deducted from any sum due the **Local Agency** under this Contract and the balance, if any, shall be paid to the **Local Agency** upon demand.

32. **INDEPENDENT CONTRACTOR:** **Local Agency**, and the agents and employees of **Local Agency**, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of **Caltrans** or State.

33. **NON-DISCRIMINATION CLAUSE:** During the performance of this Contract, **Local Agency** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed,



national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. **Local Agency** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

34. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

35. **ANTITRUST CLAIMS:** The **Local Agency** by signing this Contract hereby certifies that if these services or goods are obtained by means of a competitive bid, the **Local Agency** shall comply with the requirements of the Government Code Sections set out below:

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.



- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

36. **CHILD SUPPORT COMPLIANCE ACT:** “For any Contract in excess of \$100,000, the **Local Agency** acknowledges in accordance with Public Contract Code 7110, that:

- a. The **Local Agency** recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The **Local Agency**, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

37. **UNENFORCEABLE PROVISION:** In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.

38. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

This contract will expire on **March 29, 2022**. Expiration of this Contract does not release any party hereto from any ongoing performance requirements agreed to herein.



**Exhibit A**

*Fed Xing ID:* 810871U

*CPUC ID:* 003-18.30

Scope of Work

- Reconstruct approximately 50 feet of concrete sidewalk in each of the four approach quadrants.
- Install detectable warning (tactile strips) on all sidewalk approaches.
- Replace existing AC pavement with Concrete pavement for approximately 150 feet on both approaches.

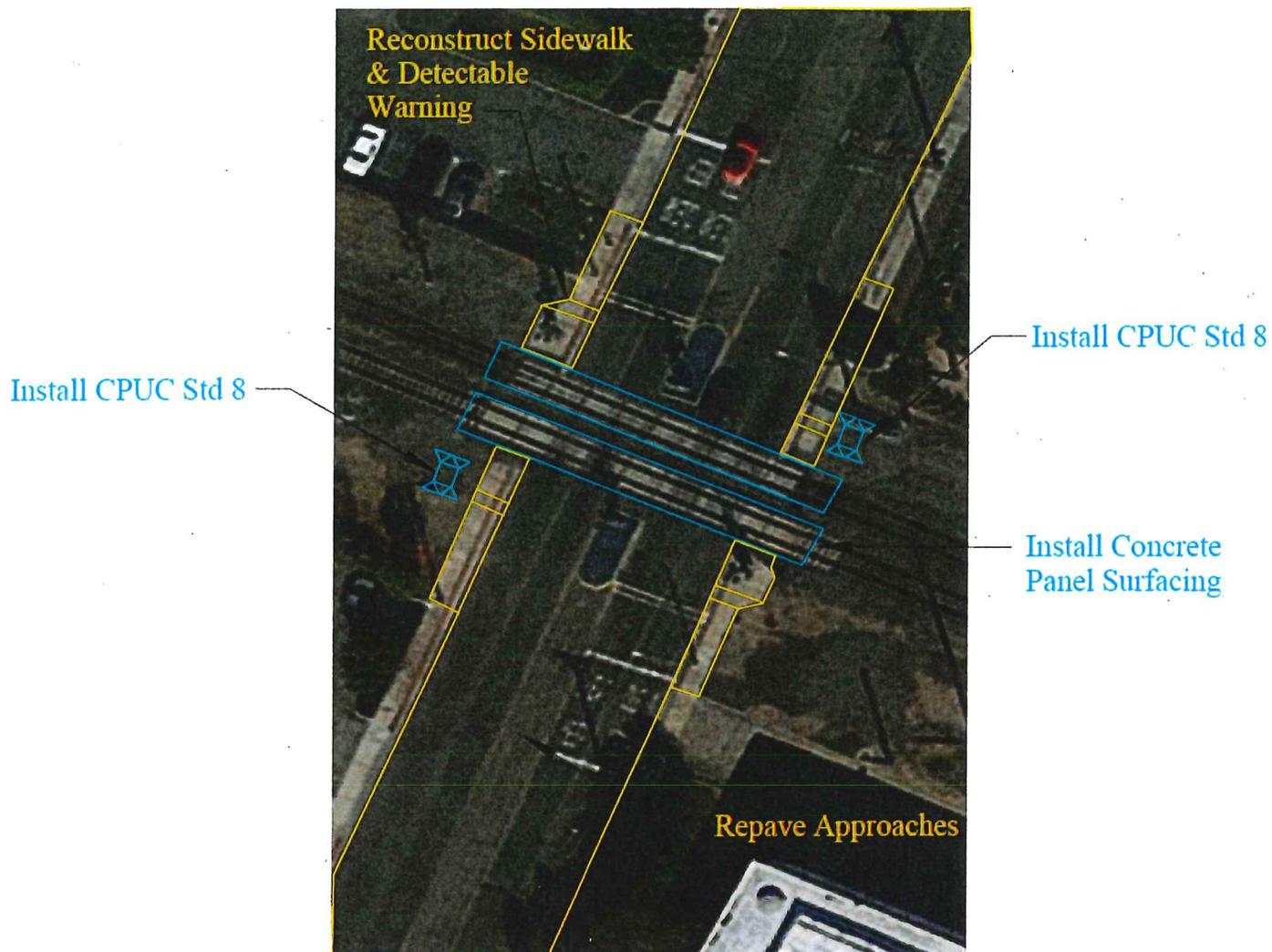
*Note the CPUC Std 8 and Concrete Panel Surfacing shown on Exhibit C are not part of the work for this contract.*

**Exhibit B**  
*Fed Xing ID: 810871U*  
*CPUC ID: 003-18.30*  
Cost Estimate

| Work Item                                | Quantity | Unit | Unit Cost | Total            |
|--|----------|------|-----------|------------------|
| Cold Mill Asphalt Concrete               | 18000    | SF   | 5         | 90000            |
| Concrete Pavement                        | 500      | TON  | 150       | 75000            |
| Sidewalk (4" PCC)                        | 1600     | SF   | 50        | 80000            |
| Curb and Gutter                          | 200      | LF   | 75        | 15000            |
| Striping & Signage                       | 1        | LS   | 15000     | 15000            |
| Permit and Flagging Fees                 | 1        | LS   | 30000     | 30000            |
| Mobilization                             | 1        | LS   | 15000     | 15000            |
| Traffic Control                          | 1        | LS   | 25000     | 25000            |
| <b>Subtotal</b>                          |          |      |           | <b>\$345,000</b> |
| Contingency                              |          |      | 10%       | 34500            |
| Construction Administration & Inspection |          |      | 10%       | 34500            |
| Construction Engineering                 |          |      | 15%       | 51750            |
| <b>Total Cost Estimate</b>               |          |      |           | <b>\$465,750</b> |



**Exhibit C**  
*Fed Xing ID: 810871U*  
*CPUC ID: 003-18.30*  
Drawing



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

Contract No: 75LX320  
Sheet 11 of 12  
February 28, 2019

Exhibit D  
Fed Xing ID: 810871U  
CPUC ID: 003-18.30  
E-76

CALIFORNIA DEPARTMENT OF TRANSPORTATION

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

FEDERAL AID PROGRAM

DLA LOCATOR: 07-LA-0-IDY  
PREFIX: STPLR  
PROJECT NO: 7500(258)  
SEQ NO: 1  
AGENCY: INDUSTRY  
STATE PROJ NO: 0017000245L-N

PROJECT LOCATION:  
STIMSON AVENUE AT THE UPRR CROSSING  
TYPE OF WORK:  
GRADE CROSSING HAZARD ELIMINATION  
FED RR NO'S: 810871

PUC CODES: 003-  
PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN  
ENV STATUS / DT: CAT EXCL-PROG 11/28/2017  
RW STATUS / DT: 1 11/28/2017

TIP DATA

MPO: SCAG  
FSTIP YR: 17/18  
STIP REF:  
FSTIP ID NO: null

BRIDGE NO:

PROG CODE

LINE NO  
30  
30

IMPV TYPE  
22  
22

FUNC SYS  
URBAN AREA  
URB/RURAL

DEMO ID

PREV AUTH / AGREE DATES:

PE:  
RW:  
CON:  
SPR:  
MCS:  
OTH:

FUNDING SUMMARY

| PHASE  | PREV. OBLIGATION | THIS REQUEST   | SUBTOTAL       | PROJECT COST   | FEDERAL COST   | AC COST |
|--------|------------------|----------------|----------------|----------------|----------------|---------|
| PE     | \$0.00           | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00  |
| RAW    | \$0.00           | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00  |
| CON    | \$0.00           | \$1,310,750.00 | \$1,310,750.00 | \$1,310,750.00 | \$1,310,750.00 | \$0.00  |
| OTH    | \$0.00           | \$0.00         | \$0.00         | \$0.00         | \$0.00         | \$0.00  |
| TOTAL: |                  |                | \$1,310,750.00 | \$1,310,750.00 | \$1,310,750.00 | \$0.00  |

STATE REMARKS

11/28/2017 Sequence 1 obligates federal funds to a Section 130 Grade Crossing Hazard Elimination project on the CPUC priority list.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: CON  
FOR:  
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: RIOS, NOEMI  
REVIEWED IN FADS BY: RUIZ, CARLOS  
SUBMITTED IN FADS BY: RUIZ, CARLOS  
PROCESSED IN FADS BY: FOGLE, JERILYNN  
E-76 AUTHORIZED DATE IN FMIS BY: JIYOUNG AHN

ON 2017-11-28 651-8244  
ON 2017-11-29 654-3894  
ON 2017-12-01 FOR CALTRANS  
ON 2017-12-05 FOR FHWA  
ON 2017-12-07 13:30:29:0

Exhibit D  
Fed Xing ID: 810871U  
CPUC ID: 003-18.30  
E-76

*Note the total amount for this contract is \$465,750.*

SIGNATURE HISTORY FOR PROJECT NUMBER 7500(258) AS OF 05/24/2018

| FHWA FMIS SIGNATURE HISTORY |                |
|-----------------------------|----------------|
| MOD #                       | SIGNED BY      |
| 0                           | JERILYNN FOGLE |
|                             | LAMIN WILLIAMS |
|                             | JYOUNG AHN     |

| SIGNED ON |            |
|-----------|------------|
|           | 12/06/2017 |
|           | 12/07/2017 |
|           | 12/07/2017 |

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

| DOCUMENT TYPE | SIGNED BY    |
|---------------|--------------|
| AUTH/AGREE    | RUIZ, CARLOS |

| SIGNED ON |            |
|-----------|------------|
|           | 12/01/2017 |

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

*CITY COUNCIL*

ITEM NO. 6.6



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*

**DATE:** April 25, 2019

**SUBJECT:** Consideration of a Professional Services Agreement with Cartegrah Systems, LLC for Work Order Geographic Information System Software in the amount of \$123,446.75 through March 21, 2022 (MP 16-06)

---

### **Background:**

On February 11, 2016, the City Council approved a Professional Services Agreement ("Agreement") with Cartegrah Systems, LLC, ("Cartegrah") to provide work order geographic information system ("GIS") software to track the City's field operations and City assets.

On June 9, 2016, the City Council approved Amendment No. 1 to the Agreement with Cartegrah to provide additional data collection to comply with best practices which included extraction and asset module services for the following assets: sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection. The additional services required an increase in compensation in the amount of \$183,200.

On September 28, 2017 the City Council approved Amendment No. 2 to the Agreement as the City hired additional City staff and contractors during that time which required access to the Cartegrah system and increased compensation in the amount of \$38,933.28.

### **Discussion:**

City staff is requesting consideration of a Professional Services Agreement as the term is set to expire. The renewal for services provided by Cartegrah to maintain the City's field assets will extend the term through March 21, 2022. Also included as part of this Agreement are additional services that Cartegrah will be providing to the City. First, a new Advanced User Tool extension will allow the City to create new assets within Cartegrah, including access to API for integration building and access to add customized assets. Second, a new service will be implemented, called SeeClickFix, that will allow the public to report concerns, such as potholes, available online and through an application.

Third, the continuation of a Test Environment that allows staff to implement the entry of the IPUC database while not disrupting the current live environment of the program.

Lastly, a new service known as Advanced Assets will provide access to create Preventative Maintenance Plans. It will also create access to the following Performance Management areas, such as Prediction Groups, Minimum Condition Groups, Activities and Impacts, Criticality Factor and Install/Replaced Dates. Without the Advanced Assets function, the client would only have available a five-star rating option for inspections, which is limited in detailed information that can be inputted.

**Fiscal Impact:**

Appropriate \$123,446.75 to General Fund – Information Technology– Computer Software (Account No. 100-525-5695.04 for the Professional Services Agreement.

**Recommendations:**

- 1) Approve the Professional Services Agreement with Cartegraph Systems, LLC in an amount of \$123,446.75 dated April 25, 2019 and;
- 2) Appropriate \$123,446.75 to General Fund – Information Technology– Computer Software (Account No. 100-525-5695.04)

**Exhibit:**

- A. Professional Services Agreement with Cartegraph Systems, LLC dated April 25, 2019

---

TH/JN:jv

**EXHIBIT A**

Professional Services Agreement with Cartegraph Systems, LLC dated April 25, 2019

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 25, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Cartegraph Systems, LLC. an Iowa corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

#### RECITALS

**WHEREAS**, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 21, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing operations management systems technology, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### **3. SERVICE DISCONTINUANCE**

If Cartegraph at any time discontinues offering any Solutions or any Services, Cartegraph will give Consultant reasonable advance notice of such discontinuation. Upon such date of discontinuation, Cartegraph will have the right to terminate this Agreement as to those Solutions or Services upon notice to Consultant. As of the date of termination, Cartegraph will credit to Consultant, on a pro-rated basis, any pre-paid Fees under this Agreement and Cartegraph shall have no further obligation to provide the Solutions or any Service under this Agreement.

### **4. MANAGEMENT**

The City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

### **5. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Twenty-Three

Thousand Four Hundred Forty-Six Dollars and Seventy-Five Cents (\$123,446.75) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Notwithstanding the foregoing, City shall pay Consultant for the Solutions and Field Services in the manner set forth in Exhibit B. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

(c) If Consultant at any time discontinues offering any Solutions or any Services to new customers, Consultant will give City reasonable advance notice of such discontinuation. Upon such date of discontinuation, Consultant will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Consultant will credit to City, on a pro-rated basis, any pre-paid Fees under this Agreement and Consultant shall have no further obligation to provide the Solutions or any Service under this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

(c) Consultant retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. City does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to City to use any of the foregoing apart from City's right to access and use the Solutions under this Agreement. Without limiting the foregoing, City agrees to and does hereby make all assignments necessary to provide Cartegraph with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Consultant (or its third party providers) and no right or license is granted to City to use them. Any rights not expressly granted to City hereunder are reserved by Consultant. City will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

## 8. INDEMNIFICATION

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### (b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(d) Consultant shall defend City from and against any action, claim, lawsuit, or other adversarial proceeding brought against City by a third party (other than a Customer Related Party) that the use by City of the Covered Services (as defined in Section 15 herein) infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Consultant will pay those losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs of City in any such

action. If City is, or Consultant reasonably believes City may be, enjoined from using any Covered Services due to an action covered by this Section, Consultant may procure the right for City to continue using the Covered Services, replace or modify the Covered Services so that it becomes non-infringing, or terminate this Agreement and provide City a refund of any pre-paid amounts applicable to the Covered Services (if any). Consultant will have no obligation under this Section or otherwise with respect to any action or losses in the case of: (a) any use of any Covered Services other than by City; (b) any use of any Covered Services not under and in accordance with this Agreement; (c) any use of any Covered Services in combination with products, equipment, services, processes, software, data or information not supplied by Consultant; or (d) any modification of or enhancement to any Covered Services other than by Consultant. This Section constitutes Consultant's sole and exclusive liability, and City's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

## **9. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

## **10. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **11. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

## **12. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

## **13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

## **14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **15. DATA SECURITY**

Consultant shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security

measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any data, information, and other content provided to Consultant or through the Solutions by or on behalf of City ("Customer Data") in the possession or control of Cartegraph, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). City will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of City, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of City, any Cartegraph Data in the possession or control of such party.

#### **16. NON-INFRINGEMENT**

Consultant represents and warrants to City that the use by City of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Consultant's sole obligation and City's sole and exclusive remedy for of any failure by Consultant to comply with the foregoing sentence, Consultant shall defend City against any such failure as set forth in Section 7(d) of this Agreement.

#### **17. DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CITY STRICTLY "AS IS" AND "AS AVAILABLE" AND CONSULTANT AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CITY DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSULTANT, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

#### **18. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail,

certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744  
Attention: City Manager

With a Copy To: Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746  
Attention: James M. Casso, City Attorney

To Consultant: Cartegraph Systems, LLC  
3600 Digital Drive  
Dubuque, Iowa 52003  
Attention: Randy L. Skemp,  
Executive President/CRO

**19. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

**20. GOVERNING LAW/ATTORNEYS' FEES**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions

of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**21. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**22. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**23. COUNTERPARTS**

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

**24. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**25. WAIVER**

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

**26. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

**27. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
**Cartegraph Systems, LLC**

By: \_\_\_\_\_  
Troy Helling, City Manager

By: \_\_\_\_\_  
Mitch Bradley,  
SVP, Sales and Marketing

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, City Attorney

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Rate Schedule  
                         Exhibit C      Insurance Requirements

## **EXHIBIT A SCOPE OF SERVICES**

Consultant shall provide the following Services:

Hosted operations management and asset management solutions (the "Cartegraph Solutions" or "Solutions"), for City's own internal use and operations.

Consultant shall provide City with subscription to access and use of the Solutions set forth in this Agreement, and perform those Services specified in this Agreement (the services provided by Cartegraph under this Agreement, including the services made available through the Solutions, the "Services"). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

The Solutions will include the functionality described in the Agreement. Cartegraph may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in this Agreement or amendment thereto.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Consultant shall provide the City with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of City ("Users") to access and use the Solutions, solely for purposes of City's own internal use and operations. If City purchased a per-user subscription, as indicated in the Agreement, only the finite number of subscriptions indicated in the Agreement have been purchased by City and only that finite number of Users may access and use the Solutions at any given time. If City has purchased an unlimited subscription, as indicated in the Agreement, all Users associated with City are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Consultant in writing.

City may access the Solutions solely through the account established for City (an "Account"). City will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through City's Account ("User IDs"). Each User ID is issued to a specific User and may be used only by that User. City will ensure that all information about each User provided to Consultant in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. City is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If City authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's actions as a User, City shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. City will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access

to or use of the Solutions. City will notify Consultant promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. City acknowledges that City is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through City's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through City's Account or under any User ID will be deemed to have been completed by City. In no event will Consultant be liable for the foregoing obligations or any failure by City to fulfill such obligations.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Consultant to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Consultant and its licensors. As a condition to the use of and access to the Solutions, City will not, and will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Cartegraph Technology.

Consultant shall provide City with software in connection with the Solutions ("Software"). Unless any Software provided by Consultant in connection with the Solutions is subject to a license or other agreement separate from this Agreement that City has entered into (or may enter into) with Cartegraph (a "Software License Agreement"), Consultant grants City a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Consultant for City's own internal use and operations in connection with City's access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), City is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and City may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Consultant. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. City agrees that use of the Software is limited as described in the Agreement,

as either: (1) Browser Based User – Each browser based User is defined by User ID; or For Server Software – One copy of Software for each server. City agrees that Consultant may audit City's Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by City r may be grounds for termination of this Agreement. Consultant and its licensors will not be responsible to City for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by City or other third parties. Cartegraph reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that Software upon written notice to City if any such alteration, addition, adjustment, or repair adversely affects Consultant's ability to render Services.

## ADDENDUM A SUPPORT SERVICES

Consultant shall provide the following Support Services:

### **1. Support Services**

#### **a. Campus – [www.cartegraph.com/campus](http://www.cartegraph.com/campus)**

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

#### **b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050**

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

#### **c. Secure, Live Remote Support**

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

### **2. Training & Education Services**

#### **a. Convenient Online Resources**

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

#### **b. Customer Led User Groups**

Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

### **3. Releases & Upgrades**

#### **a. New Releases**

Be the first to know about all new Cartegraph releases, enhancements, and upgrades.

i. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.

ii. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality.

### **b. Hot Fixes**

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

### **Extension Training**

Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on SeeClickFix Request functionality. Training topics include:

- Administrator functions
- Web-Based CRM
- Cartegraph and SeeClickFix recommended best practices for citizen engagement and request management

In addition to training, Cartegraph will provide supporting services related to mobile app configuration and citizen engagement marketing materials.

Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on Advanced User functionality. Training topics include:

- Cartegraph Administrator Application
- OMS Administrator
  - Structure Manager
  - Library Manager

- Layout Manager
  - User/Role Configurations
- Cartegraph recommended best practices for utilizing development tools, expanding the system's use, and/or building assets

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

## **Exclusions**

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

## ADDENDUM B FIELD SERVICES

The Field Services listed in the this Agreement are specific Cartegraph Services which will be delivered to the City based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, and the Agreement. Consultant will coordinate with the City on service delivery expectations and timeframes.

### Cartegraph – Scope of Work

The Field Services scope of work includes the following professional services:

#### Extension Training

- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on SeeClickFix Request functionality. Training topics include:
  - Administrator functions
  - Web-Based CRM
  - Cartegraph and SeeClickFix recommended best practices for citizen engagement and request managementIn addition to training, Cartegraph will provide supporting services related to mobile app configuration and citizen engagement marketing materials.
  
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on Advanced User functionality. Training topics include:
  - Cartegraph Administrator Application
  - OMS Administrator
    - Structure Manager
    - Library Manager
    - Layout Manager
    - User/Role Configurations
  - Cartegraph recommended best practices for utilizing development tools, expanding the system's use, and/or building assets

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

#### Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless

specifically listed above.

### **Customer/Cartegraph Responsibilities**

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

**EXHIBIT B  
RATE SCHEDULE**

| <b>YEAR 1</b>                          |   |   |                    |
|--|---|---|--------------------|
| <b>SOFTWARE PRODUCTS</b>               |   |   |                    |
| Cartegraph OMS – Platform - Enterprise | Per-citizen Subscription, Cartegraph Cloud Deployment, Hosting fees included, 3/22/19 – 3/21/20 | 1 | \$10,150.00        |
| Cartegraph OMS Extension               | Advanced Assets per-citizen Subscription  | 1 | \$1,545.00         |
| Cartegraph OMS Extension               | Advanced User Tools per-citizen Subscription  | 1 | \$1,030.00         |
| SeeClickFix Extension                  | SeeClickFix Subscription, 10 Users  | 1 | \$4,800.00         |
| Cartegraph OMS Users                   | User Pack Subscription – 100 Named Users  | 1 | \$18,025.00        |
| Cartegraph OMS Test                    | Test Environment  | 1 | \$2,400.00         |
| <b>FIELD SERVICES</b>                  |   |   |                    |
| Implementation Services                | Fixed Fee Service   | 1 | \$6,600.00         |
| <b>YEAR 1 SUB-TOTAL</b>                |   |   | <b>\$44,550.00</b> |
| <b>YEAR 2</b>                          |   |   |                    |
| <b>SOFTWARE PRODUCTS</b>               |   |   |                    |
| Cartegraph OMS – Platform - Enterprise | Per-citizen Subscription, Cartegraph Cloud Deployment, Hosting fees included, 3/22/20 – 3/21/21 | 1 | \$10,304.50        |
| Cartegraph OMS Extension               | Advanced Assets per-citizen Subscription  | 1 | \$1,591.35         |
| Cartegraph OMS Extension               | Advanced User Tools per-citizen Subscription  | 1 | \$1,060.90         |
| SeeClickFix Extension                  | SeeClickFix Subscription, 10 Users  | 1 | \$4,944.00         |
| Cartegraph OMS Users                   | User Pack Subscription – 100 Named Users  | 1 | \$18,566.00        |
| Cartegraph OMS Test                    | Test Environment  | 1 | \$2,472.00         |
| <b>YEAR 2 SUB-TOTAL</b>                |   |   | <b>\$38,938.75</b> |
| <b>YEAR 3</b>                          |   |   |                    |
| <b>SOFTWARE PRODUCTS</b>               |   |   |                    |
| Cartegraph OMS – Platform - Enterprise | Per-citizen Subscription, Cartegraph Cloud Deployment, Hosting Fees Included, 3/22/21 – 3/21/22 | 1 | \$10,464.00        |
| Cartegraph OMS Extension               | Advanced Assets per-citizen Subscription  | 1 | \$1,639.20         |
| Cartegraph OMS Extension               | Advanced User Tools per-citizen Subscription  | 1 | \$1,092.80         |
| SeeClickFix Extension                  | SeeClickFix Subscription, 10 Users  | 1 | \$5,093.00         |
| Cartegraph OMS Users                   | User Pack Subscription – 100 Named Users  | 1 | \$19,123.00        |

|                                 |                  |   |                     |
|---------------------------------|------------------|---|---------------------|
| Cartegraph OMS Test             | Test Environment | 1 | \$2,546.00          |
| <b>YEAR 3 SUB-TOTAL</b>         |                  |   | <b>\$39,958.00</b>  |
| <b>TOTAL COST (3-YEAR TERM)</b> |                  |   | <b>\$123,446.75</b> |

City shall reimburse Consultant for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals, which may be reimbursed upon prior written approval by the City, and which shall be consistent with the City's reimbursement policies for travel. Expenses are billed based on actual costs incurred.

**Solutions:**

The fee for Solutions is as follows:

- a. \$37,950.00 due upon execution of the Purchase Agreement.
- b. \$38,938.75 due 15 days prior to 1st year anniversary of term start date.
- c. \$39,958.00 due 15 days prior to 2nd year anniversary of term start date.

**Field Services:**

Invoicing for the Field Services fee shall occur upon the City's execution of this Agreement.

## **EXHIBIT C INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

**Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

*CITY COUNCIL*

ITEM NO. 6.7



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN.*  
Upendra Joshi, Senior Project Manager, CNC Engineering *UJ*

**DATE:** April 25, 2019

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with Biggs Cardosa Associates, Inc. for Consulting Services for the repainting of the Azusa Avenue Bridge over Valley Boulevard Project (MP 10-08 #6)

---

### **Background:**

The existing Azusa Avenue Bridge is a stringer/girder concrete bridge constructed in 1967 with six lanes that is approximately 98.4' wide and 740' in length. The existing bridge has paint which contains lead in an amount over 9.9 mg/cm<sup>2</sup>, which is over the action level of 1.5 mg/cm<sup>2</sup>, requiring all removal to be performed in an abatement/containment environment. A permit from Union Pacific Railroad ("UPRR") is required to complete any work over the rail tracks. Railroad flagmen will be required when construction (painting) activities are performed over the tracks.

In June 2013, the City of Industry ("City") was awarded a federal fund from the Federal Highway Administration ("FHWA") for the repainting of the Azusa Avenue Bridge through the Local Highway Bridge Program, administered by the Local Assistance Division of Caltrans District 7. These federal grant funds will be utilized to pay for preliminary engineering and construction activities. The estimated cost of the project is \$10,153,530. Of that total, \$8,988,920 is funded through the federal funds. The remaining balance is funded by the City of Industry ("City").

The federal law and regulations were followed to select the consulting firm for this project. The selection panel determined that Biggs Cardosa Associates, Inc. ("BCA") was qualified to provide the specialized services for this project. On December 10, 2015, the City approved an Agreement for Consulting Services with BCA. BCA has provided professional civil engineering services for the repainting of the Azusa Avenue Bridge over Valley Boulevard. BCA submitted 90% plans, specifications and estimates ("PS&E"). The term of the Agreement expired on November 30, 2016. The total professional civil engineering services cost to BCA was \$310,625. Out of which, \$274,997 will be paid from the federal fund the remaining amount of \$35,628 will be funded by the City.

**Discussion:**

Staff has prepared Amendment No. 1 to the agreement with BCA to extend the term and provide a budget increase to complete the final PS&E design services. Additional scope to provide construction support services, assisting in bid support tasks and the procurement and evaluation of bids, has also been included. Due to various project and management delays, the project coordination and review period that included the Union Pacific Railroad permit review, surpassed the original budget and the term of the agreement with BCA.

In order to complete this work, Staff recommends a budget increase of \$88,768, for a total not to exceed amount of \$399,393, out of which \$124,396 will be funded by the City and the remaining \$274,997 will be paid from the federal fund. Also, staff recommends to extend the term through September 30, 2021.

**Fiscal Impact:**

This fiscal impact associated with this action requires an appropriation of \$88,768 from the General Fund.

**Recommendations:**

- 1.) Approve Amendment No. 1 to the Professional Services Agreement with Biggs Cardosa Associates, Inc. and;
- 2.) Appropriate \$88,768.00 from the account number 120-705-5130 (City Capital Improvements-Bridges and Culverts-Planning, Survey and Design).

**Exhibit:**

- A. Amendment No. 1 to the Professional Services Agreement with Biggs Cardosa Associates, Inc., dated April 25, 2019

---

TH/JN/UJ:jv

**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with Biggs Cardosa  
Associates, Inc., dated April 25, 2019

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
BIGGS CARDOSA ASSOCIATES INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 25th day of April 2019, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Biggs Cardosa Associates, Inc. a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about December 10, 2015 the Agreement was entered into and executed between the City and Consultant for the repainting of the Azusa Avenue Bridge over Valley Boulevard; and

**WHEREAS**, to complete the final plans, specifications and estimate services, it is necessary to increase the budget and extend the term of the Agreement. Also, the budget increase is necessary due to additional scope of work to provide construction support services, assisting in bid support tasks and the procurement and evaluation of bids. It is therefore necessary to amend Section 7 “Payment” with a budget increase in the amount of \$88,768.00.

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**Section 1. Term**

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on December 1, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

**Section 7. Payment**

The second sentence of Section 7(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Three Hundred Ninety-Nine Thousand Three Hundred Ninety-Three dollars (\$399,393.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Exhibit A**

Exhibit A shall be replaced in its entirety with the attached "Exhibit A".

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

**"CITY"**  
**City of Industry**

**"CONSULTANT"**  
**Biggs Cardosa Associates, Inc.**

By: \_\_\_\_\_  
Troy Helling, City Manager

By: \_\_\_\_\_  
Michael Thomas, Principal

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**[Task 1A - REVISED]**

**TASK 1 PROJECT MANAGEMENT AND CALTRANS CONTRACT MANAGEMENT ASSISTANCE**

The Consultant shall perform activities necessary to plan, direct, and coordinate the work of the project team and provide progress reporting. The fee estimate provided for Extra Work Request No. 1 includes project management and administration tasks for the extended final design, bid, and construction support phases.

**A. Project Administration / Budgeting / Cost Accounting**

- Develop work plan and work breakdown structure
- Develop person-hour estimates
- Supervise, coordinate, and monitor design for conformance with City of Industry and Caltrans standards and policies
- Monitor and report Project Progress for adherence to schedule and budget (monthly)
- Prepare monthly progress reports
- Prepare accounting summary for internal review (weekly)
- Prepare invoice summary and billing status (monthly)
- Set up Filing System
- Make arrangements with and obtain permission from City for Consultant to work on the City road
- Assist the City in obtaining permission to enter private property for engineering services
- Employ and monitor work of subconsultants
- Close and archive the project records at the end of the project
- This proposal is based on an hourly rate (time + materials). A detailed hour breakdown is included in Exhibit B

**[Task 4 C - REVISED]**

**TASK 4 FINAL DESIGN ENGINEERING (PS&E SUBMITTALS)**

**C. Final Design Submittal (100% Design)**

- Address local agency and third party review comments to 90% PS&E Submittal
- Coordinate and submit DRAFT 100% PS&E for City of Industry and County of Los Angeles review.
- Address and incorporate DRAFT 100% PS&E review comments

- Prepare HBP exhibits for Request for Authorization (RFA) for E-76 for construction
- Coordinate and finalize 100% PS&E submittal

Deliverables:

- 100% Draft PS&E Submittal
  - Three half-size sets of plans (Title sheet, civil, structural)
  - Three sets of Special Provisions
  - Engineer's Estimate
- 100% Final PS&E Submittal
  - Three half-size sets of plans (Title sheet, civil, structural)
  - Three sets of Special Provisions
  - Engineer's Estimate
- All exhibits required for construction E-76 RFA

D. Bidding Assistance and Addressing Bid Inquiries

- The Consultant will assist the City as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, and assisting the City in preparation of addenda to the PS&E during the advertisement period. Participate in Pre-bid Meeting  
Participate in Bid Evaluation Meeting

Deliverables:

- Responses to bid inquiries and preparation of addenda as required

**[Task 5A - REVISED]**

**TASK 5 CONSTRUCTION PERMITS (REGULATORY AND UPRR)**

A. California Fish and Game Code 1602 Streambed Alteration Agreement

- Prepare a Section 1602 Streambed Alteration Notification package to CDFW because the project work will be performed over the San Jose Creek. Because the painting work would be conducted from outside of the San Jose Creek channel, a Clean Water Act (CWA) Section 404 Permit and CWA Section 401 Water Quality Certification, required for dredge and fill activities, would not be required.

- Update the Section 1602 Streambed Alteration Notification package to CDFW and resubmit the permit application

Deliverables:

- Initial Application Submittal o One electronic copy and up to three hard copies of the 1602 permit application package
- Update Application Submittal o One electronic copy and up to three hard copies of the 1602 permit application package

**[Task 6 – REVISED and BUDGET INCORPORATED]**

**TASK 6 CONSTRUCTION SUPPORT SERVICES**

Construction support services will include reviewing contractor submittals, clarifying the contract documents, preparing change orders, and preparing record drawings.

**A. Construction Support by Designer of Record**

The Consultant will assist the CITY as requested during construction to:

- Attend the Pre-Construction Meeting
- Respond to Requests for Information (RFI's)
- Review shop drawings
- Review material submittals
- Develop and issue Contract Change Orders ("CCO")
- Develop record drawings
- Responding to RFIs and developing associated contract change orders to clarify the contract documents is included in this scope of work. Responding to RFIs and developing associated change orders to address alternative construction methods, unforeseen field conditions, etc. is not included in this scope of work.
- It is anticipated that the City will retain a qualified Construction Management ("CM") firm to handle the project construction. Biggs Cardosa Associates ("BCA") will perform the review of all structural shop drawings and structural submittals required by the project specifications and the Caltrans Standard Specifications that are design related (suspended scaffolding, etc.) Field level submittals that do not affect the design of the project will be reviewed by the project Resident Engineer or Structures Representative retained by the City during construction.

Deliverables:

- Response to RFI's
- Stamped shop drawing and material submittals
- CCO's
- Record drawings

B. Construction Management Contract Procurement Support

The Consultant will assist the CITY as requested during the construction management contract procurement to:

- Assist with development of the Construction Management RFP including to provide review of the draft RFP prior to release of solicitation
- Assist with the evaluation of submitted Construction Management proposals
- Participate in a pre-interviews preparation meeting with the City staff to coordinate guidelines and parameters of the selection interview process.
- Participate in the Construction Management interviews of the shortlisted proposals as a selection panelist.
- Participate in a post-interviews evaluation meeting with the City staff to perform assessment and final selection.

Deliverables:

- Review comments of Draft RFP
- Construction Management Proposals Evaluation Summary
- Construction Management Interviews Evaluation Summary

We propose to provide the additional design scope of services outlined in Tasks 1A, 4C and 5A, on a **time and materials basis, not to exceed \$27,198**, including expenses.

We propose to provide the construction support scope of services outlined in Task 6A and associated expenses on a **time and materials basis, not to exceed \$44,735**, including expenses.

We propose to provide the construction management procurement support services outlined in Task 6C on a **time and materials basis, not to exceed \$16,835**, including expenses.

*In summary, we propose to provide the additional design scope, construction support, and construction management procurement support services outlined above with Additional Work Request No. 1 on a **time and materials basis, not to exceed TOTAL amount of \$88,768**, including expenses.*

Our billing rates and reimbursable expenses are per the attached rate schedule. Please note that rates shown are current for the period 10/1/2018 to 09/30/2019. Biggs Cardosa Associates gives raises to employees and adjusts rates every year effective October 1. Rates for subsequent years (starting on 10/1/2019) will be per our standard billing rate schedule for that year, but in no event will rates increase at more than 5% per year.

**Assumptions:**

- The project construction will start prior to Oct. 1, 2019 and the construction duration will last no longer than 9 months.
- A maximum of 6 site visit for Construction Support by Designer of Record including the preconstruction meeting and construction kick-off meeting will be required over the course of construction.
- Submittals listed in the Caltrans OSFP Information and Procedures Guide Section 5-4 (rebar shop drawings, standard falsework shop drawings, concrete mix designs, etc) will be reviewed by the Resident Engineer or Structure Representative at the field level.
- Responding to RFIs and developing associated CCOs to address contractor errors, alternative construction method requests, or unforeseeable construction field issues (contractor scheduling, contractor equipment limitations, 3<sup>rd</sup> party coordination/limitations, undocumented existing conditions, etc) that could not typically have been anticipated during design development is not included in the scope of services but can be added as Extra Work Requests as required.
- Contractor bid and CM selection processes will be performed prior to Oct. 1, 2019.
- A total of 2 meetings will be required for Bid Support for attending the pre-bid meeting and bid evaluation meeting.
- Construction Management Procurement Support is presented as a separate OPTIONAL task to allow the City the flexibility to disengage this task to avoid conflict of interests in the event that Biggs Cardosa Associates will be allowed to pursue the Construction Management contract.
- A total of 3 meetings will be required for Construction Management Procurement Support for pre-interview preparation meeting, shortlist interviews, and post-interview evaluation meeting.

**EXHIBIT B TO AMENDMENT NO. 1**  
**AGREEMENT FOR CONSULTING SERVICES WITH BIGGS CARDOSA**  
**ASSOCIATES, INC. DATED DECEMBER 10, 2015**

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 10, 2015 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Biggs Cardosa Associates, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the City. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Scope of Services, without prior written approval by the City.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering consulting services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### **3. FEDERAL CONFLICTS OF INTEREST PROVISIONS**

(a) Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(c) Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement, shall contain all of the provisions of this Section.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

#### **4. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING**

(a) Consultant certifies to the best of its knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative contract; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000.00, and that all such sub recipients shall certify and disclose accordingly.

#### **5. CONSULTANT'S REPORTS/MEETINGS**

(a) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the City to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

(b) Consultant's Project Manager shall meet with the City, as needed to discuss progress on the project.

## **6. MANAGEMENT**

The City Manager or his designee shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

## **7. PAYMENT**

(a) The City agrees to pay Consultant progress payments, monthly in arrears based on services provided and allowable incurred costs, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Ten Thousand Six Hundred Twenty-Five Dollars (\$310,625.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. The use of subcontractors shall not be considered a reimbursable expense, and such costs shall be applied towards the approved budget amount.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 10.

## **8. RETENTION OF FUNDS**

(a) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(b) No retainage will be withheld by the City from progress payments due Consultant. Retainage by Consultant or subcontractors is prohibited, and no retainage will be held by Consultant from progress due subcontractors. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant or deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultant and subcontractors.

**9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

(a) Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

(b) Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments.

(c) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

(d) All subcontracts in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall contain the above provisions.

**10. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

**11. OWNERSHIP OF DOCUMENTS/RETENTION OF RECORDS/AUDIT**

(a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Term of

the Agreement and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) shall contain this provision.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## **12. INDEMNIFICATION**

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### (b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for

which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**13. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

**14. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **15. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

## **16. AUDIT REVIEW PROCEDURES**

(a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by the Agreement, shall be reviewed by City's Finance Director.

(b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

(d) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Rate Schedule and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

## **17. SUBCONTRACTING**

(a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant.

(b) Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to Consultant.

(c) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the City, except that, which is expressly identified in the approved Rate Schedule.

(d) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

(e) Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

(f) Any substitution of subconsultant(s) must be approved in writing by the City prior to the start of work by the subconsultant(s).

#### **18. EQUIPMENT PURCHASE**

(a) Prior authorization in writing, by the City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in the Scope of Work, and exceeding Five Thousand Dollars (\$5,000.00) prior authorization by the City; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City."

(d) All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) shall contain the above provisions.

**19. STATE PREVAILING WAGE RATES**

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775, and all federal, state, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this Agreement if for more than Twenty Five Thousand Dollars (\$25,000.00) for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

**20. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**21. CONTINGENT FEE**

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon a contract or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**22. STATEMENT OF COMPLIANCE**

(a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

(c) Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

(d) Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

### **23. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

(a) This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(b) The goal for DBE participation for this Agreement is **7.82%**. Participation by DBE Consultants or subconsultants shall be in accordance with information contained in C Consultant's Proposal DBE Commitment (Exhibit 10-O1), or in Consultant's Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultants must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

(c) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultants or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultants shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

(d) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

(e) A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City's consent for the termination, Consultants must meet the procedural requirements specified in 49 CFR 26.53(f).

(f) A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

(g) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(h) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

(i) Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(j) Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultants or Consultant's authorized representative and shall be furnished to the City with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the City.

(k) If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City within 30 days.

#### **24. DEBARMENT AND SUSPENSION CERTIFICATION**

(a) Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **25. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

**26. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

**27. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**28. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

|                 |  |
|-----------------|--|
| To City:        | City of Industry<br>15625 E. Stafford, Suite 100<br>City of Industry, CA 91744 |
|                 | Attention: City Manager  |
| With a Copy To: | James M. Casso, City Attorney  |

P.O. Box 4131  
West Covina, CA 91791

To Consultant: Michael Thomas, SE  
Principal  
Biggs Cardosa Associates, Inc.  
500 S. Main Street, Suite 400  
Orange, CA 92868

**29. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

**30. GOVERNING LAW/ATTORNEYS' FEES**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**31. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous

agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**32. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**33. COUNTERPARTS**

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

**34. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**35. WAIVER**

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

**36. REMEDIES**

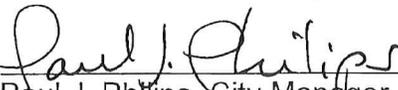
Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

**37. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**"CITY"**  
City of Industry

By:   
Paul J. Phillips, City Manager

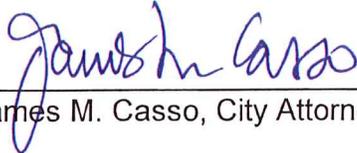
**"CONSULTANT"**  
Biggs Cardoso Associates, Inc.

By:   
Michael Thomas, Principal

**Attest:**

By:   
Diane M. Schlichting, Acting Deputy City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney

|              |           |                        |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Scope of Services      |
|              | Exhibit B | Rate Schedule          |
|              | Exhibit C | Insurance Requirements |

EXHIBIT A  
SCOPE OF SERVICES

## EXHIBIT A

### SCOPE OF SERVICES

Preparation of plans, specifications and cost estimates (PS&E) for the removal of lead based paint and recoating of the Azusa Avenue Bridge over Chestnut Street, San Jose Flood Control Channel, Union Pacific Railroad (UPRR) and Valley Blvd. (State Bridge No. 53C0289). The work includes the preparation of an environmental compliance report, environmental assessments, preparation and processing of all permits, technical assistance with Caltrans compliance management and support during the bidding and repainting contract phases.

#### TASK 1 PROJECT MANAGEMENT AND CALTRANS CONTRACT MANAGEMENT ASSISTANCE

The Consultant shall perform activities necessary to plan, direct, and coordinate the work of the project team and provide progress reporting. The fee estimate provided in appendix A includes project management and administration tasks for preliminary and final design phases.

##### A. Project Administration / Budgeting / Cost Accounting

- Develop work plan and work breakdown structure
- Develop person-hour estimates
- Supervise, coordinate, and monitor design for conformance with City of Industry and Caltrans standards and policies
- Monitor and report Project Progress for adherence to schedule and budget (monthly)
- Prepare monthly progress reports
- Prepare accounting summary for internal review (weekly)
- Prepare invoice summary and billing status (monthly)
- Set up Filing System
- Make arrangements with and obtain permission from City for Consultant to work on the City road
- Assist the City in obtaining permission to enter private property for engineering services
- Employ and monitor work of subconsultants
- Close and archive the project records at the end of the project
- This proposal is based on an hourly rate (time + materials). A detailed hour breakdown is included in Exhibit B

##### B. Meetings / Agency Coordination

- Attend in-person progress meeting or provide teleconference call for progress review meetings. Assume that in-person meetings will

take place once per quarter, and teleconferences will place in all other months.

- Prepare meeting notes and distribute to all attendees
- Perform as-needed coordination with third party agencies

#### C. Highway Bridge Program (“HBP”) Local Program Compliance Support

- Assist the City with yearly HBP survey funding updates for this project
- Assist the City with preparation of certification requests required prior to requesting the federal Request for Funding Authorization (“RFA”) form for the issuance of a federal E-76 approval for the use of federal construction grant funds
- Assist the CITY with preparation of the required exhibits to request authorization for construction

#### D. Project Schedule

- Update the overall project schedule as required based on the progress of the project development.

#### E. Quality Assurance

Implement Biggs Cardosa Associates (“BCA”) quality control plan and quality control procedures during project studies and preparation of deliverables. The Quality Assurance (QA) program at Biggs Cardosa Associates employs a company-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing a superior level of quality on every project. Quality control is maintained by a parallel two-phase process on each individual project.

The first phase consists of a systematic review process prior to performing the preliminary engineering, where project manager sets up a detailed work plan and schedule of the work to be performed and continuously monitor progress of the project. The project manager is also responsible for supervising project engineers and staff engineers. Project engineers and staff engineers will perform the majority of the structural calculations and construction documents development, and will report to the project manager. All bid documents, calculations and reports will be reviewed by the project manager. The project manager is responsible to the client from initial contact through completion of the entire project.

The second phase of quality control is to have an independent check team lead by an engineering manager or higher (not involved in the original design engineering) provide an in-depth independent review of the design calculations, quantity estimate and construction documents. The independent check team will provide a senior review of all deliverables. Where different disciplines are involved, the independent check team will also perform cross-checking to avoid interdisciplinary conflict and misalignment.

## F. Deliverables

- One copy of progress report (monthly)
- One copy of invoice summary (monthly)
- Required exhibits for HBP Local Program Compliance
- Updates to the project schedule as required
- Copies of meeting notes prepared by Consultant and distribution to all attendees

## TASK 2 PRELIMINARY ENGINEERING

Consultant shall initiate the third party coordination (UPRR, regulatory agencies, etc), perform initial environmental studies, and include the preparation of 25% conceptual design.

### A. Data Gathering and Existing Documentation Review

Gather and review all available as-built plans, inspection reports, previous hazardous material reports, and other documents. Perform field review to confirm the following:

- Verify compliance with as-built plans and note discrepancies
- Note potential work site assess points and equipment staging areas
- Measure and verify key dimensions
- Note all utilities supported on structure

### B. Roadway Supplemental Survey / Base Mapping

- Perform aerial survey of the project site
- Develop base map to be used as the existing conditions map for project development
- Use High Definition Surveying to determine top of rail elevations without needing to gain access into the UPRR right-of-way
- Perform onsite topographic surveys

### C. Third Party Preliminary Design Coordination

Initiate coordination with local agencies, UPRR, local flood control districts, utility companies, etc., to make them aware of the project and to obtain their interest and requirement for the project. Continue coordination efforts until all permitting, encroachment permits and third party approvals are granted

D. Preliminary Environmental Impact Assessment / Phase I Initial Site Assessment ("ISA")

Review existing project documentation to identify recognized environmental conditions at the site

- Perform a site reconnaissance for visual indications on the ground surface of hazardous materials or hazardous waste contamination

Deliverables:

- One electronic copy and up to three hard copies of the Phase I ISA

Preliminary Environmental Study ("PES") / Field Review

- Prepare draft PES form and submit to Caltrans for review
- Hold a field review meeting with Caltrans and the CITY to discuss the PES form and obtain approval of the PES form

Deliverables:

- One electronic copy and up to three hard copies of the PES Form; signed National Environmental Policy Act ("NEPA") Categorical Exclusion ("CE")

Preliminary Engineering (25% Planning Design)

- Prepare preliminary General Plan and Coordination Exhibits
- Prepare preliminary Construction Cost Estimate

Deliverables:

- 25% Level Plan Set Drawings and Coordination Exhibits (11"x17" Plots)
- 25% Level Construction Cost Estimate

TASK 3 ENVIRONMENTAL APPROVAL AND TECHNICAL STUDIES

A. CEQA Determination and Filing

B. Prepare CEQA CE determination and signed exemption form

- File Notice of Exemption with the LA County Clerk's office

The project is exempt from the provisions of California Environmental Quality Act (CEQA) under CEQA Section 15301 Class 1, Existing Facilities, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves the regular painting of the Azusa bridge overcrossing to extend its functional life and will not alter or expand upon the basic function or operation of the overcrossing. As such, Categorical Exemption will be the appropriate level of CEQA documentation.

Deliverables:

- One electronic copy and up to three wet-signed copies of the CEQA Determination Form
- Complete Environmental Record

#### C. NEPA CE and Filing

Coordination with Caltrans such that Caltrans submits signed PES form to Federal Highway Administration ("FHWA") to obtain NEPA clearance. Caltrans does not require public scoping for NEPA CE projects, and it is not anticipated that any other public outreach activities will be required during the environmental process. No public outreach activities have been included in this scope of work.

Deliverables:

- One electronic copy and up to three signed copies of the NEPA CE Determination

#### D. Phase II Environmental Site Assessment (PSI) and Steel Bridge Paint Survey

Perform hazardous materials testing including asbestos containing materials survey and steel bridge paint survey on 10 bridge steel paint samples.

Deliverables:

- One electronic copy and up to three wet-signed copies of the final Phase II ESA and steel bridge paint survey

TASK 4 FINAL DESIGN ENGINEERING (PS&E SUBMITTALS)

Final design engineering will include roadway and bridge design and preparation of PS&E. The Consultant will perform the final design engineering services anticipating a round of comments to address from the local agencies and third party stakeholders on the 60% and 90% submittals. Because this project is funded with HBRRP funds, Caltrans review comments will be limited to funding oversight issues and not consist of a technical review.

A. Unchecked Design Submittal (60% Design)

Prepare unchecked Structural Plans

- Develop Drawing Control
- Develop General Plan and Title Sheet

Prepare Traffic Handling Plans

Prepare Median Demolition and Street Improvement Plans

Prepare Unchecked Quantities and Estimate

- Develop preliminary quantities
- Prepare preliminary engineer's estimate
- 

Prepare Draft Specifications

- Establish pay item list
- Assemble and modify Caltrans "Standard Special Provisions"
- Prepare special provisions for non-standard items
- Coordinate interface specifications between Civil, Environmental, and Structures Specifications
- Coordinate with City and Los Angeles County regarding specific painting specifications to be incorporated
- Coordinate and finalize draft specifications

Deliverables:

- Three half-size sets of plans (Title sheer, civil, structural)
- Three sets of Draft Special Provisions
- Engineer's Estimate
- 

B. Checked Design Submittal (90% Design)

Perform in-house Quality Control ("QC") check of 60% PS&E submittal by an independent design team

The independent design team performs the following:

- Reviews 60% level plans for completeness, consistency, constructability
- Performs QC check of cost estimate and quantity calculations
- Reviews 60% Draft Special Provisions

Address in-house QC check comments of 60% PS&E

Address local agency and 3<sup>rd</sup> party review comments to 60% PS&E submittal

Coordinate and finalize 90% PS&E submittal

Deliverables:

- Three half-size sets of plans (Title sheet, civil, structural)
- Three sets of Special Provisions
- Engineer's Estimate

#### C. Final Design Submittal (100% Design)

- Address local agency and third party review comments to 90% PS&E Submittal
- Prepare HBP exhibits for Request for Authorization (RFA) for E-76 for construction
- Coordinate and finalize 100% PS&E submittal

Deliverables:

- Three half-size sets of plans (Title sheet, civil, structural)
- Three sets of Special Provisions
- Engineer's Estimate
- All exhibits required for construction E-76 RFA

#### D. Bidding Assistance and Addressing Bid Inquiries

- The Consultant will assist the City as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, and assisting the City in preparation of addenda to the PS&E during the advertisement period.

Deliverables:

- Responses to bid inquiries and preparation of addenda as required

TASK 5 CONSTRUCTION PERMITS (REGULATORY AND UPRR)

#### A. California Fish and Game Code 1602 Streambed Alteration Agreement

- Prepare a Section 1602 Streambed Alteration Notification package to CDFW because the project work will be performed over the San Jose Creek. Because the painting work would be conducted from outside of the San Jose Creek channel, a Clean Water Act (CWA) Section 404 Permit and CWA Section 401 Water Quality Certification, required for dredge and fill activities, would not be required. Because the painting work would be conducted from outside of the San Jose Creek channel, a Clean Water Act (CWA) Section 404 Permit and CWA Section 401 Water Quality Certification, required for dredge and fill activities, would not be required.

##### Deliverables:

- One electronic copy and up to three hard copies of the 1602 permit application package

#### B. UPRR Construction Encroachment Permit

##### Initial Coordination / Project Notification Permit

- Submit plans, specifications, and estimate package to the UPRR as a Draft 100% UPRR submittal for review and to obtain UPRR permit approval

##### Deliverables:

- Project Notification Letter
- Draft 100% UPRR Submittal and UPRR Encroachment Permit Application

### TASK 6 CONSTRUCTION SUPPORT SERVICES

Construction support services will include reviewing contractor submittals, clarifying the contract documents, preparing change orders, and preparing record drawings.

#### A. Construction Support

The Consultant will assist the CITY as requested during construction to:

- Attend the Pre-Construction Meeting
- Respond to Requests for Information (RFI's)
- Review shop drawings
- Review material submittals
- Develop and issue Contract Change Orders' ("CCO")
- Develop record drawings

- Responding to RFIs and developing associated contract change orders to clarify the contract documents is included in this scope of work. Responding to RFIs and developing associated change orders to address alternative construction methods, unforeseen field conditions, etc. is not included in this scope of work.
- It is anticipated that the City will retain a qualified Construction Management ("CM") firm to handle the project construction. Biggs Cardoso Associates ("BCA") will perform the review of all structural shop drawings and structural submittals required by the project specifications and the Caltrans Standard Specifications that are design related (suspended scaffolding, etc.) Field level submittals that do not affect the design of the project will be reviewed by the project Resident Engineer or Structures Representative retained by the City during construction.

Deliverables:

- Response to RFI's
- Stamped shop drawing and material submittals
- CCO's
- Record drawings

EXHIBIT B

RATE SCHEDULE

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

**Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



*CITY COUNCIL*

ITEM NO. 6.8



# CITY OF INDUSTRY

## MEMORANDUM

**To:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**DATE:** April 25, 2019

**SUBJECT:** Discussion and consideration to cancel the May 9, 2019 City Council Meeting due to lack of quorum.

---

### **BACKGROUND:**

Three (3) members of the City Council will be out of town attending prior scheduled events. Staff recommends canceling the May 9, 2019 regular scheduled meeting due to lack of quorum.

### **RECOMENDATION:**

Staff recommends canceling the May 9, 2019 Regular Scheduled City Council meeting.

TH/TH

*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*  
Mathew Hudson, Project Manager, CNC Engineering *MH*

**DATE:** April 25, 2019

**SUBJECT:** Consideration of Resolution No. CC 2019-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY VACATING A PORTION OF OLD BREA CANYON ROAD IN THE CITY OF INDUSTRY

---

### **Background:**

On March 28, 2019, the City Council adopted Resolution No. CC 2019-13 expressing the intent to vacate a portion of Old Brea Canyon Road in the City of Industry. On April 9, 2019, the Planning Commission adopted Resolution PC 2019-02 finding the vacation to be consistent with the City's General Plan, in accordance with the requirements of Government Code Section 65402.

### **Discussion:**

On January 9, 2019, the Planning Commission approved tentative Parcel Map No. 353 to subdivide an existing 341.33-acre parcel into seven developable parcels, eleven non-developable parcels and two roadways located north of the SR 57/60 Freeway and west of Grand Avenue. Before the final parcel map can be recorded, a portion of right of way of Old Brea Canyon Road must be vacated that will encroach into one of the proposed parcels. A new roadway will be dedicated to the City as part of the new parcel map, eliminating the need for that portion of Old Brea Canyon Road.

At the regular meeting on March 28, 2019, the City Council set a public hearing for April 25, 2019 at 9:00 AM in the City Council Chambers. Notices of the public hearing were posted at City Hall, Industry Business Council and at the site in the City on Monday April 15, 2019 and Monday April 22, 2019. The Notice of Public Hearing was also published in the San Gabriel Valley Tribune newspaper on April 15, 2019 and April 22, 2019.

### **Fiscal Impact:**

There is no Fiscal Impact.

**Recommendation:**

Staff recommends the City Council adopt Resolution No. 2019-17 to vacate a portion of Old Brea Canyon road and record the Resolution at the County of Los Angeles Recorder's office.

**Exhibit:**

A. Resolution No. 2019-17

---

TH/JN/MH:jv

**EXHIBIT A**

Resolution No. 2019-17

[Attached]

**RESOLUTION NO. CC 2019-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INDUSTRY VACATING A PORTION OF OLD BREA CANYON  
ROAD IN THE CITY OF INDUSTRY**

**RECITALS**

**WHEREAS**, the City Council by Resolution CC 2019-13, adopted on March 28, 2019, declared its intention to order the vacation of a portion of Old Brea Canyon Road in the City of Industry, as described on the attached legal description marked Exhibit "A" and as shown on the attached map marked Exhibit "B", which exhibits are hereby incorporated by this reference; and

**WHEREAS**, pursuant to the provisions of Government Code Section 65402, prior to vacating the property, the City's Planning Commission is required to make a finding that the vacation is in conformity with the City's General Plan; and

**WHEREAS**, on April 9, 2019, the City's Planning Commission adopted Resolution PC 2019-02, finding that the City's vacation of the aforementioned property is consistent with the City's General Plan; and

**WHEREAS**, notice of the City Council's public hearing has been posted and/or published as required by law; and

**WHEREAS**, the City Council held a public hearing on April 25, 2019, for the purpose of obtaining all evidence and/or testimony relating to said proposed vacation.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:**

**SECTION 1:** That the above recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** That portion of Old Brea Canyon Road located in the City of Industry, as described in the attached legal description marked Exhibit "A", and as shown on the attached map marked Exhibit "B" is unnecessary for present or prospective public use and the City does hereby vacate said portion of said street.

**SECTION 3.** The Deputy City Clerk shall cause a certified copy of this Resolution of Vacation, attested under seal, to be recorded without acknowledgement, certificate of acknowledgement, or further proof, in the office of the Recorder of the County of Los Angeles. Upon such recordation, this vacation shall be complete.

**SECTION 4:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity,

unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 5:** The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on April 25, 2019 by the following vote:

AYES:                    COUNCIL MEMBERS:

NOES:                    COUNCIL MEMBERS:

ABSTAIN:                COUNCIL MEMBERS:

ABSENT:                COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, Deputy City Clerk

EXHIBIT "A"

LEGAL  
No. 944

LEGAL DESCRIPTION

**STREET VACATION**

THAT PORTION OF PARCEL 'J' OF PARCEL MAP No.352 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 401, PAGES 29 THROUGH 48, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF SAID PARCEL 'J', SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 04° 15' 33" WEST, 107.91 FEET, SAID POINT BEING IN THE WESTERLY LINE OF OLD BREA CANYON ROAD, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID GENERAL EASTERLY LINE AND SAID COURSE NORTH 04° 15' 33" WEST, 66.07 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID GENERAL EASTERLY LINE THE FOLLOWING COURSES:

NORTH 04° 15' 33" WEST, 41.84 FEET;  
NORTH 20° 48' 17" EAST, 94.87 FEET;  
NORTH 70° 43' 48" EAST, 98.86 FEET;  
NORTH 78° 02' 26" EAST, 163.06 FEET;

THENCE LEAVING SAID GENERAL EASTERLY LINE SOUTH 33° 14' 09" WEST, 6.07 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 746.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 19° 09' 47" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 12° 34' 26", AN ARC DISTANCE OF 163.71 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 481.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 31° 44' 12" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 21° 33' 02", AN ARC DISTANCE OF 180.92 FEET TO **THE TRUE POINT OF BEGINNING.**

CONTAINING 11,911 SQUARE FEET, (0.2734 ACRES) OF LAND, MORE OR LESS.

AND AS SHOWN ON EXHIBIT "B" ATTACHED HEREON AND MADE PART OF HEREOF.

---

VLADISLAV SKREJEV, PLS 8386

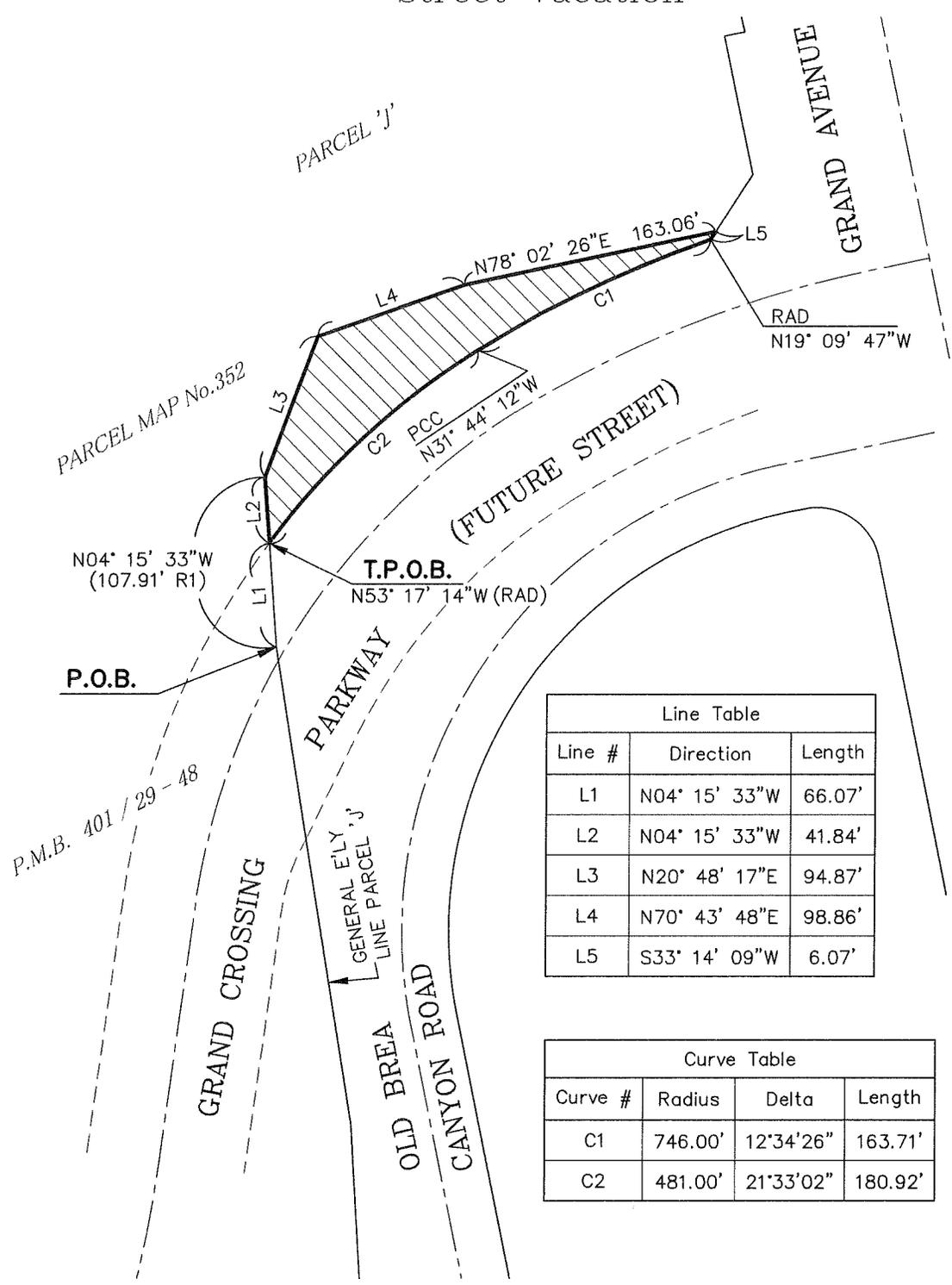
CNC Engineering

Job No. MP 99-31#16 Legal No.944

Checked by: \_\_\_\_\_ March 22, 2019

# EXHIBIT "B"

## Street Vacation



| Line Table |               |        |
|------------|---------------|--------|
| Line #     | Direction     | Length |
| L1         | N04° 15' 33"W | 66.07' |
| L2         | N04° 15' 33"W | 41.84' |
| L3         | N20° 48' 17"E | 94.87' |
| L4         | N70° 43' 48"E | 98.86' |
| L5         | S33° 14' 09"W | 6.07'  |

| Curve Table |         |           |         |
|-------------|---------|-----------|---------|
| Curve #     | Radius  | Delta     | Length  |
| C1          | 746.00' | 12°34'26" | 163.71' |
| C2          | 481.00' | 21°33'02" | 180.92' |

R1- RECORD DATA PER  
PM No.352, PMB 401/29-48

Prepared by:  
**CNC ENGINEERING**  
255 N. HACIENDA BLVD, Suite 222  
CITY OF INDUSTRY, CA. 91744  
Phone (626) 333-0336

Legal No.944

Job No. MP 99-31#16 March 22, 2019

*CITY COUNCIL*

ITEM NO. 7.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*  
Mathew Hudson, Project Manager, CNC Engineering *MH*

**DATE:** April 25, 2019

**SUBJECT:** Consideration of Resolution No. CC 2019-18 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, VACATING FOUR PUBLIC SERVICE EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBERS 8179-007-933, 8719-007-934, 8719-022-904, AND 8719-009-910 WITHIN THE CITY OF INDUSTRY

---

### **Background:**

On March 28, 2019, the City Council adopted Resolution No. CC 2019-14 expressing the intent to vacate four public service easements in the City.

The Successor Agency to the Industry Urban-Development Agency has redeveloped the parcels east and west of Grand Avenue, south of the Union Pacific Railroad Los Angeles Subdivision and north of the State Route 57/60 Freeways creating new roadways, infrastructure and pads for future use. On January 8, 2019, the Planning Commission approved Tentative Parcel Map 353 to subdivide an existing 341.33-acre parcel into seven developable parcels, eleven non-developable parcels and two roadways. As part of the subdivision and the development, there are four public service easements that need to be vacated.

### **Discussion:**

Before the final parcel map can be recorded, the four public service easements need to be vacated. There is a slope easement along Grand Avenue, a 10-foot wide storm drain easement, variable width easement for debris basin purposes and a variable width ingress and egress easement. The slope easement along Grand Avenue is no longer needed due to the grading of the adjacent hillsides which eliminated the slopes. A storm drain was never constructed within the storm drain easement. The debris basin was removed during the creation of the pads and the ingress egress easement was to provide access to the debris basin which is no longer there.

At the regular meeting on March 28, 2019, the City Council set a public hearing for April 25, 2019 at 9:00 AM in the City Council Chambers. Notices of the public hearing were posted at City Hall, Industry Business Council and at the site in the City on Monday April 15, 2019 and Monday April 22, 2019. The Notice of Public Hearing was also published in the San Gabriel Valley Tribune newspaper on April 15, 2019 and April 22, 2019.

**Fiscal Impact:**

There is no Fiscal Impact.

**Recommendation:**

Staff recommends the City Council adopt Resolution No. 2019-18 to vacate four public service easements and record the Resolution at the County of Los Angeles Recorder's office.

**Exhibit:**

A. Resolution No. 2019-18

---

TH/JN/MH:jv

**EXHIBIT A**

Resolution No. 2019-18

[Attached]

**RESOLUTION NO. CC 2019-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INDUSTRY VACATING FOUR PUBLIC SERVICE  
EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBERS  
8179-007-933, 8719-007-934, 8719-022-904, AND 8719-009-  
910, WITHIN THE CITY OF INDUSTRY**

**RECITALS**

**WHEREAS**, the City Council by Resolution CC 2019-14, adopted on March 28, 2019, declared its intention to order the vacation four public service easements located on assessor parcel numbers 8179-007-933, 8719-007-934, 8719-022-904, and 8719-009-910 within the City of Industry, as described on the attached legal description marked Exhibit "A1, A2, A3, and A4" and as shown on the attached map marked Exhibit "B1, B2, B3, and B4", which exhibits are hereby incorporated by this reference; and

**WHEREAS**, notice of the City Council's public hearing has been posted and/or published as required by law; and

**WHEREAS**, the City Council held a public hearing on April 25, 2019, for the purpose of obtaining all evidence and/or testimony relating to said proposed vacations.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:**

**SECTION 1:** That the above recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** The four public easements located on assessor parcel numbers 8179-007-933, 8719-007-934, 8719-022-904 and 8719-009-910 in the City of Industry, as described in the attached legal description marked Exhibit "A1, A2, A3, and A4", and as shown on the attached map marked Exhibit "B1, B2, B3, and B4" are unnecessary for present or prospective public use and the City does hereby vacate said easements.

**SECTION 3.** The Deputy City Clerk shall cause a certified copy of this Resolution of Vacation, attested under seal, to be recorded without acknowledgement, certificate of acknowledgement, or further proof, in the office of the Recorder of the County of Los Angeles. Upon such recordation, these vacations shall be complete.

**SECTION 4:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 5:** The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on April 25, 2019 by the following vote:

AYES:                    COUNCIL MEMBERS:

NOES:                    COUNCIL MEMBERS:

ABSTAIN:                COUNCIL MEMBERS:

ABSENT:                COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, Deputy City Clerk

LEGAL DESCRIPTION

**Vacation of Slope Easement**

AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, AS DEDICATED ON PARCEL MAP No.8024, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

---

Vladislav Skrejev, PLS No.8363

CNC Engineering

Checked by: \_\_\_\_\_ March 25, 2019

Job No. MP 99-31#16      Legal No. 952

SCALE: 1" = 200'

SHEET 1 OF 2 SHEETS

# EXHIBIT B1 PARCEL MAP NO 8024

IN UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PORTIONS OF SECTIONS 3, 4, 9, 16 AND 17 TOWNSHIP  
2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN

FILED  
AT REQUEST OF  
**Gibson Dunn & Sutcher**  
**Dunn & Sutcher**  
41  
PAST 3 PM  
99  
3  
OF PARCEL MAPS  
LOS ANGELES COUNTY, CALIF.  
Registrar-Recorder  
**D. Boone**

78-854604 78-854804  
NOTE: RECORD DATA IS FROM RECORD OF SURVEY 76-51/56

### SURVEYOR'S CERTIFICATE:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF GIBSON DUNN & SUTCHER, ATTORNEYS AT LAW ON SEPTEMBER 23, 1977. I HEREBY STATE THAT THE PARCEL MAP PROCEDURES OF THE LOCAL AGENCY HAVE BEEN COMPLIED WITH AND THAT THIS PARCEL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP.

*William L. Schulz*  
WILLIAM L. SCHULZ, L.S. 3222

### OWNER'S CERTIFICATE:

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BOUNDARY LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE COUNTY OF LOS ANGELES THE RIGHT TO RESTRICT THE ERECTION OF BUILDINGS OR OTHER STRUCTURES WITHIN THOSE AREAS DESIGNATED ON THE MAP AS FLOOD HAZARD AREAS.

WE HEREBY DEDICATE FOR PUBLIC USE FOR STREET PURPOSES THE CERTAIN STRIP OF LAND DESIGNATED AS "FUTURE STREET" ON THIS MAP RESERVING TO OURSELVES ALL ORDINARY USES OF SAID LAND EXCEPT THE ERECTION OR CONSTRUCTION OF ANY STRUCTURE NOT ORDINARILY PLACED IN PUBLIC STREETS UNTIL SUCH TIME AS SAID STREET IS OPENED FOR PUBLIC USE.

WE FURTHER CERTIFY THAT WE KNOW OF NO EASEMENT OR STRUCTURE EXISTING WITHIN THE EASEMENTS HEREIN OFFERED FOR DEDICATION TO THE PUBLIC, OTHER THAN PUBLICLY OWNED WATER LINES, SEWERS, OR STORM DRAINS, THAT WE WILL GRANT NO RIGHT OR INTEREST WITHIN THE BOUNDARIES OF SAID EASEMENTS OFFERED TO THE PUBLIC, EXCEPT WHERE SUCH RIGHT OR INTEREST IS EXPRESSLY MADE SUBJECT TO THE SAID EASEMENTS.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF "GRAND AVENUE" WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS A PUBLIC STREET, WE HEREBY GRANT TO THE COUNTY OF LOS ANGELES THE RIGHT TO RESTRICT DIRECT INGRESS AND EGRESS TO THE SAID STREET, IF ANY PORTION OF SAID STREET WITHIN OR ADJACENT TO THIS SUBDIVISION IS VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED, AND WE SO DEDICATE TO THE COUNTY OF LOS ANGELES THE EASEMENT FOR SLOPE PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADDITIONAL PROPERTIES.

WE DO HEREBY, AND FOR OUR SUCCESSORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY AGREE THAT ALL PRIVATE AND FUTURE STREETS AND ALL FUTURE STREETS SHOWN ON THIS MAP WILL ACCEPT DRAINAGE WATER DISCHARGED FROM ANY ADDITIONAL STREET, WHETHER IT BE A PUBLIC STREET, OR A PRIVATE AND FUTURE STREET, AND FURTHER AGREE THAT THE COUNTY OF LOS ANGELES IS HEREBY WHO HAS AND SHALL BE THE OWNER AND CHIEF OF ANY CLAIMS OR DAMAGES ARISING FROM SAID DRAINAGE.

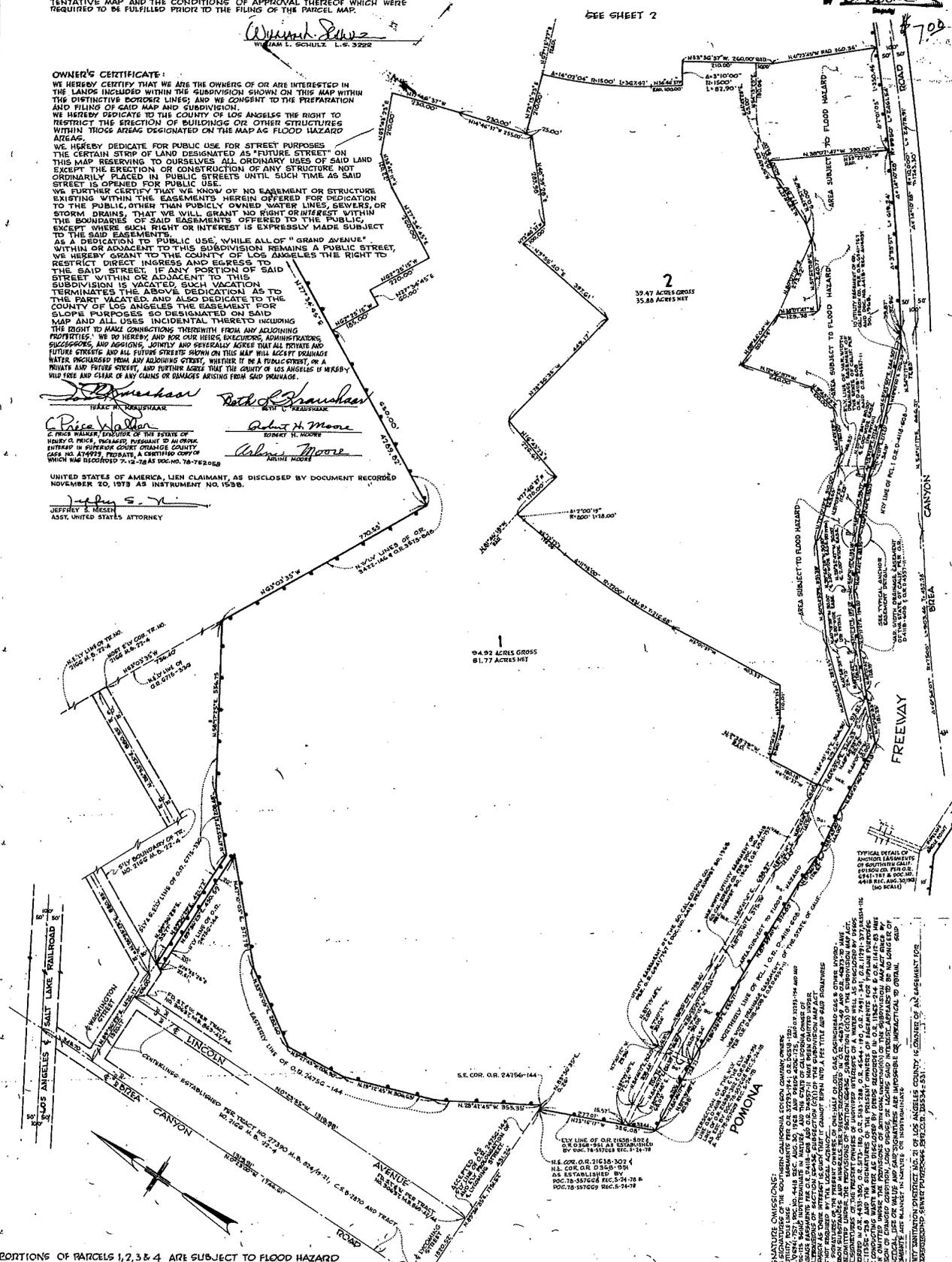
*David H. Brubaker* DAVID H. BRUBAKER  
*Robert H. Moore* ROBERT H. MOORE  
*Calvin Moore* CALVIN MOORE

UNITED STATES OF AMERICA, LIEN CLAIMANT, AS DISCLOSED BY DOCUMENT RECORDED NOVEMBER 20, 1978 AS INSTRUMENT NO. 16538.

*Jeffrey S. Nezen*  
JEFFREY S. NEZEN  
ASST. UNITED STATES ATTORNEY

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

SEE SHEET 2



15.15 ACRES GROSS  
13.62 ACRES NET

94.92 ACRES GROSS  
81.77 ACRES NET

2  
39.47 ACRES GROSS  
35.88 ACRES NET

TYPICAL WALL OF  
SECTION 16538-144  
1976 CAL. PUB. RES.  
4418 REC. AND 3078  
(NO SCALE)

SIGNATURE OMISSIONS:  
THE SIGNATURE OF THE SOUTHERN CALIFORNIA COUNTY ENGINEER  
CALIFORNIA REG. NO. 448 SEC. 448 AND 449 AND 450 AND 451 AND 452  
AND 453 AND 454 AND 455 AND 456 AND 457 AND 458 AND 459  
AND 460 AND 461 AND 462 AND 463 AND 464 AND 465 AND 466 AND 467  
AND 468 AND 469 AND 470 AND 471 AND 472 AND 473 AND 474 AND 475  
AND 476 AND 477 AND 478 AND 479 AND 480 AND 481 AND 482 AND 483  
AND 484 AND 485 AND 486 AND 487 AND 488 AND 489 AND 490 AND 491  
AND 492 AND 493 AND 494 AND 495 AND 496 AND 497 AND 498 AND 499  
AND 500 AND 501 AND 502 AND 503 AND 504 AND 505 AND 506 AND 507  
AND 508 AND 509 AND 510 AND 511 AND 512 AND 513 AND 514 AND 515  
AND 516 AND 517 AND 518 AND 519 AND 520 AND 521 AND 522 AND 523  
AND 524 AND 525 AND 526 AND 527 AND 528 AND 529 AND 530 AND 531  
AND 532 AND 533 AND 534 AND 535 AND 536 AND 537 AND 538 AND 539  
AND 540 AND 541 AND 542 AND 543 AND 544 AND 545 AND 546 AND 547  
AND 548 AND 549 AND 550 AND 551 AND 552 AND 553 AND 554 AND 555  
AND 556 AND 557 AND 558 AND 559 AND 560 AND 561 AND 562 AND 563  
AND 564 AND 565 AND 566 AND 567 AND 568 AND 569 AND 570 AND 571  
AND 572 AND 573 AND 574 AND 575 AND 576 AND 577 AND 578 AND 579  
AND 580 AND 581 AND 582 AND 583 AND 584 AND 585 AND 586 AND 587  
AND 588 AND 589 AND 590 AND 591 AND 592 AND 593 AND 594 AND 595  
AND 596 AND 597 AND 598 AND 599 AND 600 AND 601 AND 602 AND 603  
AND 604 AND 605 AND 606 AND 607 AND 608 AND 609 AND 610 AND 611  
AND 612 AND 613 AND 614 AND 615 AND 616 AND 617 AND 618 AND 619  
AND 620 AND 621 AND 622 AND 623 AND 624 AND 625 AND 626 AND 627  
AND 628 AND 629 AND 630 AND 631 AND 632 AND 633 AND 634 AND 635  
AND 636 AND 637 AND 638 AND 639 AND 640 AND 641 AND 642 AND 643  
AND 644 AND 645 AND 646 AND 647 AND 648 AND 649 AND 650 AND 651  
AND 652 AND 653 AND 654 AND 655 AND 656 AND 657 AND 658 AND 659  
AND 660 AND 661 AND 662 AND 663 AND 664 AND 665 AND 666 AND 667  
AND 668 AND 669 AND 670 AND 671 AND 672 AND 673 AND 674 AND 675  
AND 676 AND 677 AND 678 AND 679 AND 680 AND 681 AND 682 AND 683  
AND 684 AND 685 AND 686 AND 687 AND 688 AND 689 AND 690 AND 691  
AND 692 AND 693 AND 694 AND 695 AND 696 AND 697 AND 698 AND 699  
AND 700 AND 701 AND 702 AND 703 AND 704 AND 705 AND 706 AND 707  
AND 708 AND 709 AND 710 AND 711 AND 712 AND 713 AND 714 AND 715  
AND 716 AND 717 AND 718 AND 719 AND 720 AND 721 AND 722 AND 723  
AND 724 AND 725 AND 726 AND 727 AND 728 AND 729 AND 730 AND 731  
AND 732 AND 733 AND 734 AND 735 AND 736 AND 737 AND 738 AND 739  
AND 740 AND 741 AND 742 AND 743 AND 744 AND 745 AND 746 AND 747  
AND 748 AND 749 AND 750 AND 751 AND 752 AND 753 AND 754 AND 755  
AND 756 AND 757 AND 758 AND 759 AND 760 AND 761 AND 762 AND 763  
AND 764 AND 765 AND 766 AND 767 AND 768 AND 769 AND 770 AND 771  
AND 772 AND 773 AND 774 AND 775 AND 776 AND 777 AND 778 AND 779  
AND 780 AND 781 AND 782 AND 783 AND 784 AND 785 AND 786 AND 787  
AND 788 AND 789 AND 790 AND 791 AND 792 AND 793 AND 794 AND 795  
AND 796 AND 797 AND 798 AND 799 AND 800 AND 801 AND 802 AND 803  
AND 804 AND 805 AND 806 AND 807 AND 808 AND 809 AND 810 AND 811  
AND 812 AND 813 AND 814 AND 815 AND 816 AND 817 AND 818 AND 819  
AND 820 AND 821 AND 822 AND 823 AND 824 AND 825 AND 826 AND 827  
AND 828 AND 829 AND 830 AND 831 AND 832 AND 833 AND 834 AND 835  
AND 836 AND 837 AND 838 AND 839 AND 840 AND 841 AND 842 AND 843  
AND 844 AND 845 AND 846 AND 847 AND 848 AND 849 AND 850 AND 851  
AND 852 AND 853 AND 854 AND 855 AND 856 AND 857 AND 858 AND 859  
AND 860 AND 861 AND 862 AND 863 AND 864 AND 865 AND 866 AND 867  
AND 868 AND 869 AND 870 AND 871 AND 872 AND 873 AND 874 AND 875  
AND 876 AND 877 AND 878 AND 879 AND 880 AND 881 AND 882 AND 883  
AND 884 AND 885 AND 886 AND 887 AND 888 AND 889 AND 890 AND 891  
AND 892 AND 893 AND 894 AND 895 AND 896 AND 897 AND 898 AND 899  
AND 900 AND 901 AND 902 AND 903 AND 904 AND 905 AND 906 AND 907  
AND 908 AND 909 AND 910 AND 911 AND 912 AND 913 AND 914 AND 915  
AND 916 AND 917 AND 918 AND 919 AND 920 AND 921 AND 922 AND 923  
AND 924 AND 925 AND 926 AND 927 AND 928 AND 929 AND 930 AND 931  
AND 932 AND 933 AND 934 AND 935 AND 936 AND 937 AND 938 AND 939  
AND 940 AND 941 AND 942 AND 943 AND 944 AND 945 AND 946 AND 947  
AND 948 AND 949 AND 950 AND 951 AND 952 AND 953 AND 954 AND 955  
AND 956 AND 957 AND 958 AND 959 AND 960 AND 961 AND 962 AND 963  
AND 964 AND 965 AND 966 AND 967 AND 968 AND 969 AND 970 AND 971  
AND 972 AND 973 AND 974 AND 975 AND 976 AND 977 AND 978 AND 979  
AND 980 AND 981 AND 982 AND 983 AND 984 AND 985 AND 986 AND 987  
AND 988 AND 989 AND 990 AND 991 AND 992 AND 993 AND 994 AND 995  
AND 996 AND 997 AND 998 AND 999 AND 1000

PORTIONS OF PARCELS 1, 2, 3 & 4 ARE SUBJECT TO FLOOD HAZARD

114-337  
099-857



LEGAL DESCRIPTION

**Vacation of Easement for Covered Storm Drain Purposes**

THOSE PORTIONS OF THOSE CERTAIN EASEMENTS FOR COVERED STORM DRAIN PURPOSES, AS DEDICATED ON PARCEL MAP No.318, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 308, PAGES 8 THROUGH 16, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL "J" OF PARCEL MAP No. 352, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 401, PAGES 29 THROUGH 48, INCLUSIVE OF PARCEL MAPS, IN SAID OFFICE OF SAID COUNTY RECORDER.

---

Vladislav Skrejev, PLS No.8363

CNC Engineering

Checked by: \_\_\_\_\_ March 25, 2019

Job No. MP 99-31#16 Legal No. 953

308/8

BOOK 308 PAGE 8

# EXHIBIT B2 PARCEL MAP NO. 318

SHEET 1 OF 9

MAP Grant

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PORTIONS OF SECTIONS 4, 8 AND 9, TOWNSHIP 2 SOUTH,  
RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF  
SAID LANDS FILED IN THE DISTRICT LAND OFFICE, SEPTEMBER 28, 1988.

FILED  
AT REQUEST OF OWNER  
MAR 21 2004  
21 MIN PAST 3 PM  
IN BOOK 308  
AT PAGE 8-16  
OF PARCEL MAPS  
LOS ANGELES COUNTY, CA  
Registrar/Recorder/County Clerk  
BY Eric J. Kony  
Deputy  
FEE \$ 320  
P.A. 2.

02-0687048  
02-0685948

### OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE TO THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS, AND INGRESS & EGRESS EASEMENTS, ALL AS SHOWN ON SAID MAP.

INDUSTRY URBAN - DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND PUBLIC, OWNER

Rolene Harrison  
ROLENE HARRISON, CHAIRPERSON  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Annie Faure  
ANNIE FAURE - SECRETARY

ON 2-26-02 BEFORE ME Diane M. Schlichting, a Notary Public,  
PERSONALLY APPEARED Rolene Harrison and Annie Faure

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY(IES), AND THAT BY THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Diane M. Schlichting  
MY COMMISSION EXPIRES April 7, 2004

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE INDUSTRY URBAN-DEVELOPMENT AGENCY IN SEPTEMBER 1999. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING NOTIFIED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS, NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP; AND THAT REQUIRED TIE NOTES TO CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME LIMITATIONS STATED ABOVE.

Robert C. Olson  
ROBERT C. OLSON, PLS 5490  
EXPIRATION DATE: 9-30-2004  
PSOMAS AND ASSOCIATES

02.13.2002  
DATE



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 786,975.00 HAS BEEN FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. /PARCEL MAP NO. 318 AS REQUIRED BY LAW.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY Armando C. Aguilera  
DEPUTY 3/21/02



### SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(e)(3)(i-viii) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED SEPTEMBER 11, 1911 IN BOOK 4706, PAGE 125 OF DEEDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED APRIL 23, 1963 IN BOOK D 2002, PAGE 315, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER LINE PURPOSES BY DEED RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4196, OFFICIAL RECORDS.

CITY OF INDUSTRY, HOLDER OF A EASEMENT FOR PUBLIC ROAD AND HIGHWAY RECORDED AUGUST 8, 1988 AS INSTRUMENT NO. 88-1246248, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER AND APPURTENANCE PURPOSES BY DEED RECORDED JULY 17, 1998 AS INSTRUMENT NO. 98-1223441, OFFICIAL RECORDS.

MCI WORLDCOM NETWORK SERVICES, INC., HOLDER OF A RIGHT OF WAY AND EASEMENT OF TELECOMMUNICATIONS TRANSMISSION SYSTEM PURPOSES BY DOCUMENT RECORDED JUNE 13, 2001 AS INSTRUMENT NO. 01-1018794, OFFICIAL RECORDS.

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(c) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

UPLAND INDUSTRIES CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF INTEREST IN OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO, OIL GAS, OR OTHER HYDROCARBON SUBSTANCES, RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS.

### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IS CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERNATIONS THEREOF, THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISIONS ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Clement N. Calvillo  
CLEMENT N. CALVILLO, R.C.E. 27743  
EXPIRATION DATE: 3-31-2002  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY

2-14-02  
DATE



### CITY CLERK'S CERTIFICATE:

I, JODI S. SCRIVENS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A REGULAR MEETING THEREOF HELD ON THE 28th DAY OF February, 2002; AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DO ACCEPT ON BEHALF OF THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS AND INGRESS & EGRESS EASEMENTS ALL AS SHOWN ON SAID MAP.

DATED THIS DAY 28th DAY OF February, 2002.

Jodi Scrivens  
JODI SCRIVENS, CITY CLERK, CITY OF INDUSTRY.



### BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 26°21'55" EAST ON THE CENTERLINE OF BREA CANYON ROAD SHOWN ON PARCEL MAP NO. 256 FILED IN PARCEL MAP BOOK 239, PAGES 67 THROUGH 73, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

### SIGNATURE OMISSIONS CONT'

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED JANUARY 22, 2002 AS INSTRUMENT NO. 02-0162733, OFFICIAL RECORDS.

### LEGEND:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- INDICATES 1"IP, LS 5490, TO BE SET.



I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.  
EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY Armando C. Aguilera  
DEPUTY 3/21/02

114-337 (8719-7)

FILED: 02/27/02 11:44:54 AM INDUSTRY/CITY CLERK'S OFFICE

# EXHIBIT B2 PARCEL MAP NO. 318

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PORTIONS OF SECTIONS 4, 8 AND 9, TOWNSHIP 2 SOUTH,  
RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF  
SAID LANDS FILED IN THE DISTRICT LAND OFFICE, SEPTEMBER 28, 1968.

FILED  
AT REQUEST OF OWNER  
MAR 21 2003

21 MBY PAST 3:00 PM  
IN BOOK 308

AT PAGE 8-16  
OF PARCEL MAPS  
LOS ANGELES COUNTY, CA

Registrar/Recorder/County Clerk  
BY Eva Z. Kony  
Deputy

FEE \$ 320  
P.A. 2.

02-0687048  
02-0685948

### OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE TO THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS, AND INGRESS & EGRESS EASEMENTS, ALL AS SHOWN ON SAID MAP.

INDUSTRY URBAN - DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND PUBLIC, OWNER

Rolene Harrison  
ROLENE HARRISON, CHAIRPERSON  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Annie Faure  
ANNIE FAURE - SECRETARY

ON 2-26-02 BEFORE ME Diane M. Schlichting, a Notary Public,  
PERSONALLY APPEARED Rolene Harrison and Annie Faure

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY(IES), AND THAT BY THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Diane M. Schlichting  
MY COMMISSION EXPIRES April 7, 2004



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 786,975.00 HAS BEEN FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. / PARCEL MAP NO. 318 AS REQUIRED BY LAW.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY Armando C. Aguilar  
DEPUTY 3/2/02



### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE INDUSTRY URBAN-DEVELOPMENT AGENCY IN SEPTEMBER 1999. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING NOTIFIED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS, NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP; AND THAT REQUIRED TIE NOTES TO CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME LIMITATIONS STATED ABOVE.

Robert C. Olson  
ROBERT C. OLSON, PLS 5490  
EXPIRATION DATE: 9-30-2004  
PSOMAS AND ASSOCIATES

02.13.2002  
DATE



### SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)3A(i-viii) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED SEPTEMBER 11, 1911 IN BOOK 4706, PAGE 125 OF DEEDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED APRIL 23, 1963 IN BOOK D 2002, PAGE 315, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER LINE PURPOSES BY DEED RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4196, OFFICIAL RECORDS.

CITY OF INDUSTRY, HOLDER OF A EASEMENT FOR PUBLIC ROAD AND HIGHWAY RECORDED AUGUST 8, 1988 AS INSTRUMENT NO. 88-1246248, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER AND APPURTENANCE PURPOSES BY DEED RECORDED JULY 17, 1998 AS INSTRUMENT NO. 98-1223441, OFFICIAL RECORDS.

MCI WORLDCOM NETWORK SERVICES, INC., HOLDER OF A RIGHT OF WAY AND EASEMENT OF TELECOMMUNICATIONS TRANSMISSION SYSTEM PURPOSES BY DOCUMENT RECORDED JUNE 13, 2001 AS INSTRUMENT NO. 01-1018794, OFFICIAL RECORDS.

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)3C OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

UPLAND INDUSTRIES CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF INTEREST IN OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO, OIL GAS, OR OTHER HYDROCARBON SUBSTANCES, RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS.

### BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 26°21'55" EAST ON THE CENTERLINE OF BREA CANYON ROAD SHOWN ON PARCEL MAP NO. 256 FILED IN PARCEL MAP BOOK 239, PAGES 67 THROUGH 73, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

### SIGNATURE OMISSIONS CONT.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED JANUARY 22, 2002 AS INSTRUMENT NO. 02-0162733, OFFICIAL RECORDS.

### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IS CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERNATIONS THEREOF, THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISIONS ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Clement N. Calvillo  
CLEMENT N. CALVILLO, R.C.E. 27743  
EXPIRATION DATE: 3-31-2002  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY

2-14-02  
DATE



### CITY CLERK'S CERTIFICATE:

I, JODI SCRIVENS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A REGULAR MEETING THEREOF HELD ON THE 10th DAY OF February, 2002; AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DO ACCEPT ON BEHALF OF THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS AND INGRESS & EGRESS EASEMENTS ALL AS SHOWN ON SAID MAP.

DATED THIS DAY 28th DAY OF February, 2002.

Jodi Scrivens  
JODI SCRIVENS, CITY CLERK, CITY OF INDUSTRY.



### LEGEND:

- — — — — INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- ◇ INDICATES 1"IP, LS 5490, TO BE SET.



I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66436 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY Armando C. Aguilar  
DEPUTY 3/2/02

MAP of Grant

308/9

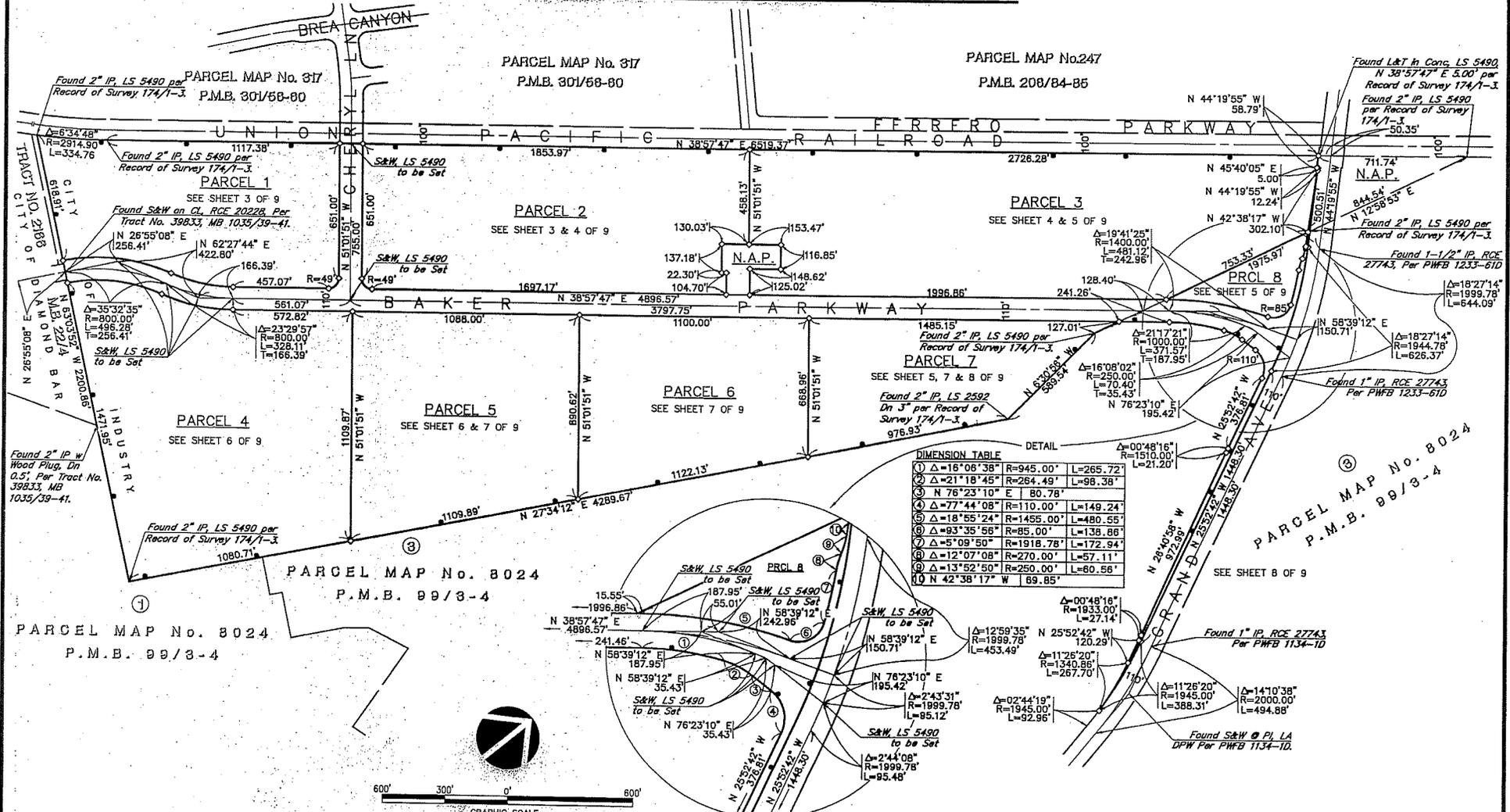
# PARCEL MAP NO. 318

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

## BOUNDARY & MONUMENTATION MAP

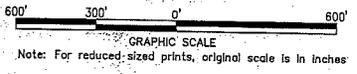
SHEET 2 OF 9

SCALE: 1" = 300'



DETAIL

| ①           | ②           | ③           | ④           | ⑤           | ⑥          | ⑦           | ⑧           | ⑨           | ⑩           |
|-------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|
| Δ=16°06'38" | Δ=21°18'45" | Δ=77°44'08" | Δ=18°55'24" | Δ=93°35'56" | Δ=5°09'50" | Δ=12°07'08" | Δ=13°52'50" | Δ=00°48'16" | Δ=12°59'35" |
| R=945.00'   | R=264.49'   | R=110.00'   | R=1455.00'  | R=85.00'    | R=1918.78' | R=270.00'   | R=250.00'   | R=1510.00'  | R=1999.78'  |
| L=265.72'   | L=98.38'    | L=149.24'   | L=480.55'   | L=138.88'   | L=172.94'  | L=57.11'    | L=60.56'    | L=21.20'    | L=453.49'   |



PARCEL MAP No. 8024  
P.M.B. 99/3-4

308/9

BOOK 308 PAGE 9

# PARCEL MAP NO. 318

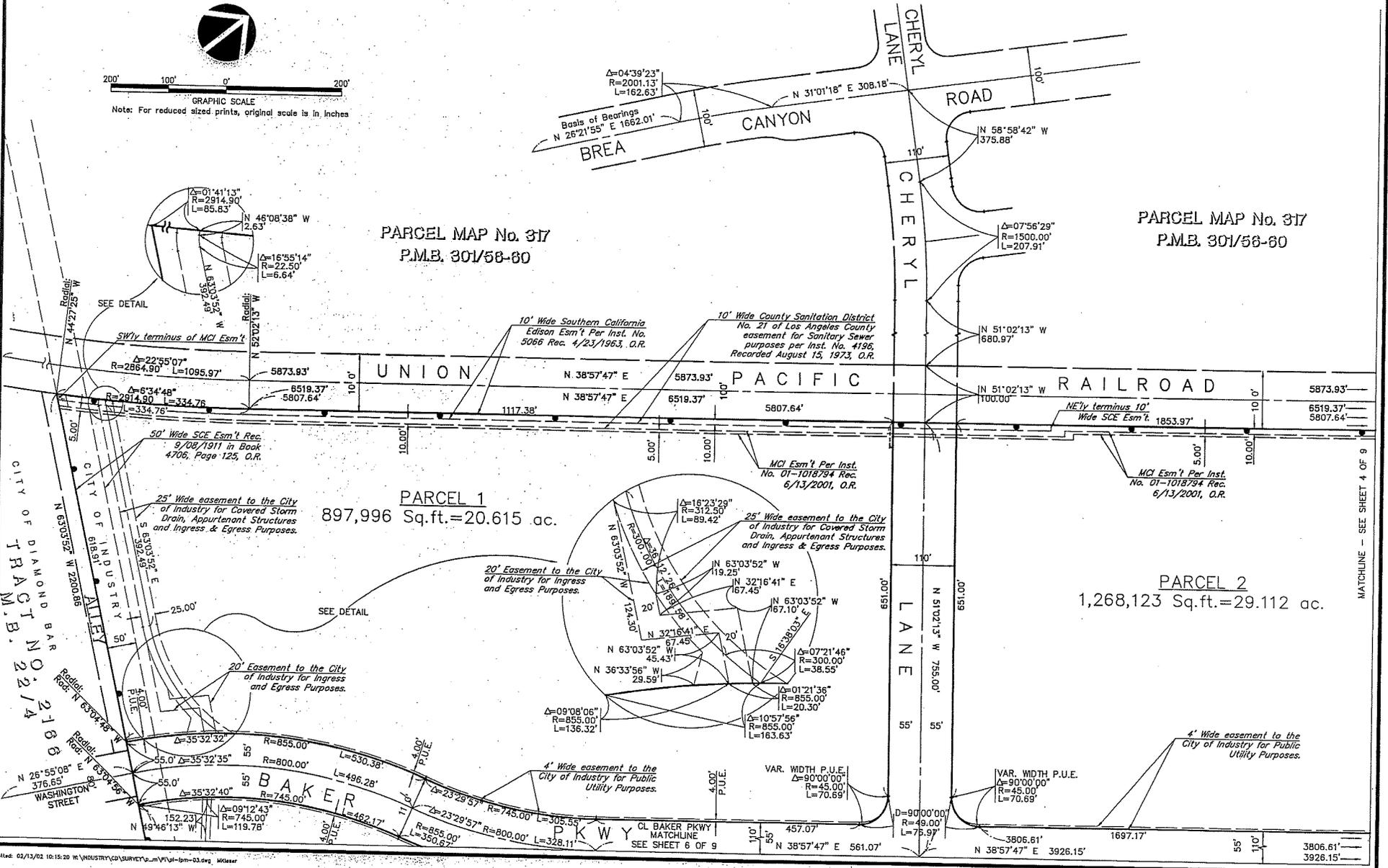
SHEET 3 OF 9

SCALE: 1" = 100'



GRAPHIC SCALE  
Note: For reduced sized prints, original scale is in inches

308/10



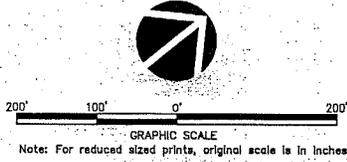
Plotted: 02/13/02 10:15:20 W:\INDUSTRY\CD\SURVEY\p\_m\p\_m\p\_m-03.dwg, M:\essex

308/11

SCALE: 1" = 100'

# PARCEL MAP NO. 318

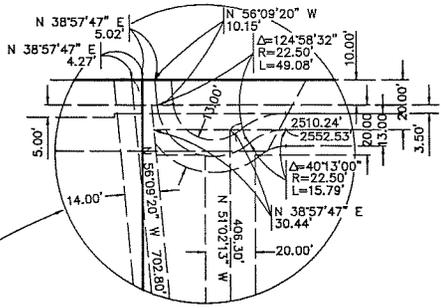
SHEET 4 OF 9



PARCEL MAP No. 317  
P.M.B. 301/58-80

PARCEL MAP No. 247  
P.M.B. 206/84-85

OLD RANCH RD.



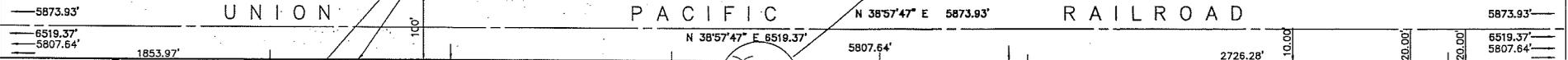
SEE DETAIL

FERRERO PARKWAY

UNION

PACIFIC

RAILROAD



MCI Esm't Per Inst.  
No. 01-1018794 Rec.  
6/13/2001, O.R.

County Sanitation District No. 21  
of Los Angeles County easement for  
Sanitary Sewer purposes per  
Inst. No. 98-1223441, Recorded  
July 17, 1998, O.R.

20' Easement to the City  
of Industry for Ingress  
and Egress Purposes.

13' Wide easement to the City  
of Industry for Covered Storm  
Drain, Appurtenant Structures  
and Ingress & Egress Purposes.

MCI Esm't Per Inst.  
No. 01-1018794 Rec.  
6/13/2001, O.R.

PARCEL 2  
1,268,123 Sq.ft.=29.112 ac.

PARCEL 3  
1,754,953 Sq.ft.=40.288 ac.

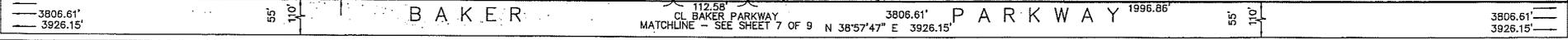
14' Wide easement to the City  
of Industry for Covered Storm  
Drain, Appurtenant Structures  
and Ingress & Egress Purposes.

N 38°53'31" E  
127.00'

N 66°02'13" W  
1156.15'

20' Easement to the City  
of Industry for Ingress  
and Egress Purposes.

4' Wide easement to the  
City of Industry for Public  
Utility Purposes.



3806.61'  
3926.15'

3806.61'  
3926.15'

308/11

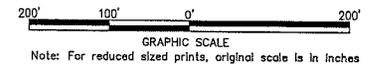
BOOK 308 PAGE 11

308/12

# PARCEL MAP NO. 318

SHEET 5 OF 9

SCALE: 1" = 100'



PARCEL MAP No. 247  
P.M.B. 206/84-85

FERRERO PARKWAY  
UNION PACIFIC RAILROAD

10' Wide County Sanitation District  
No. 21 of Los Angeles County  
easement for Sanitary Sewer  
purposes per Inst. No. 4196,  
Recorded August 15, 1973, O.R.

13' Easement to the  
City of Industry for  
Covered Storm Drain  
Purposes to be  
dedicated by separate  
instrument.

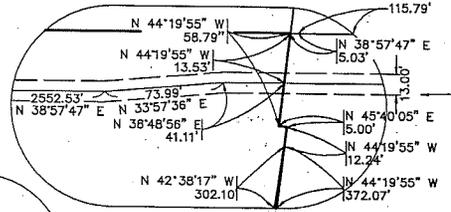
MATCHLINE - SEE SHEET 4 OF 9

20' Easement to the City  
of Industry for Ingress  
and Egress Purposes.  
MCI Esm't Per Inst.  
No. 01-1018794 Rec.  
6/13/2001, O.R.

13' Wide easement to the City  
of Industry for Covered Storm  
Drain, Appurtenant Structures  
and Ingress & Egress Purposes.

NOT A PART

Variable Width Easement  
for Debris Basin Purposes  
Dedicated by Separate  
Instrument



PARCEL 3  
1,754,953 Sq.ft.=40.288 ac.

Variable Width City of  
Industry Dedication  
for Street Widening

PARCEL MAP No. 8024  
P.M.B. 99/3-4

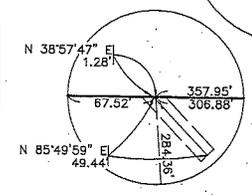
INDUSTRY URBAN DEVELOPMENT AGENCY

NOT A PART

4' Wide easement to the  
City of Industry for Public  
Utility Purposes.

4' Wide easement to the  
City of Industry for Public  
Utility Purposes.

Variable Width  
City of Industry  
Dedication for  
Street Widening



4' Wide easement to the  
City of Industry for Public  
Utility Purposes.

REDEVELOPMENT BOUNDARY  
N 12°38'53" E 1975.97'  
753.33'

Variable Width City of  
Industry Dedication  
for Street Widening

PARCEL 8  
120,017 Sq.ft.=2.755 ac.

4' Wide easement to the  
City of Industry for Public  
Utility Purposes.

BAKER'S

PRCL 7

PKWY

GRAND AVENUE

3806.61'  
3926.15'

4245.96'

1996.86'  
N 38°57'47" E 3926.15'

125.55'  
3806.61'

15.55'  
18°55'24"

128.40'  
N 38°57'47" E 241.25'

127.01'

127.01'

127.01'

127.01'

127.01'

127.01'

67.52'

306.89'  
N 51°02'13" W 24.89'

4245.96'  
357.95' 51.06'

125.55'

128.40'  
N 38°57'47" E 241.25'

127.01'

127.01'

127.01'

127.01'

127.01'

127.01'

127.01'

Variable Width Easement to the City of Industry for Ingress & Egress Purposes See Sheet 9.

4' Wide easement to the City of Industry for Public Utility Purposes.

Variable Width Easement for Debris Basin Purposes. Dedicated by Separate Instrument

Variable Width Easement for Debris Basin Purposes. Dedicated by Separate Instrument

Variable Width City of Industry Dedication for Street Widening

Variable Width City of Industry Dedication for Street Widening

Variable Width City of Industry Dedication for Street Widening

Variable Width City of Industry Dedication for Street Widening

Variable Width City of Industry Dedication for Street Widening

Variable Width City of Industry Dedication for Street Widening

Variable Width City of Industry Dedication for Street Widening

Variable Width City of Industry Dedication for Street Widening

SEE SHEET 7 OF 9

P.M. 8024  
P.M.B. 99/3-4  
I. U. D. A.

NOT A PART

MATCHLINE - SEE SHEET 8 OF 9

308/12  
BOOK 30 6 PAGE 12

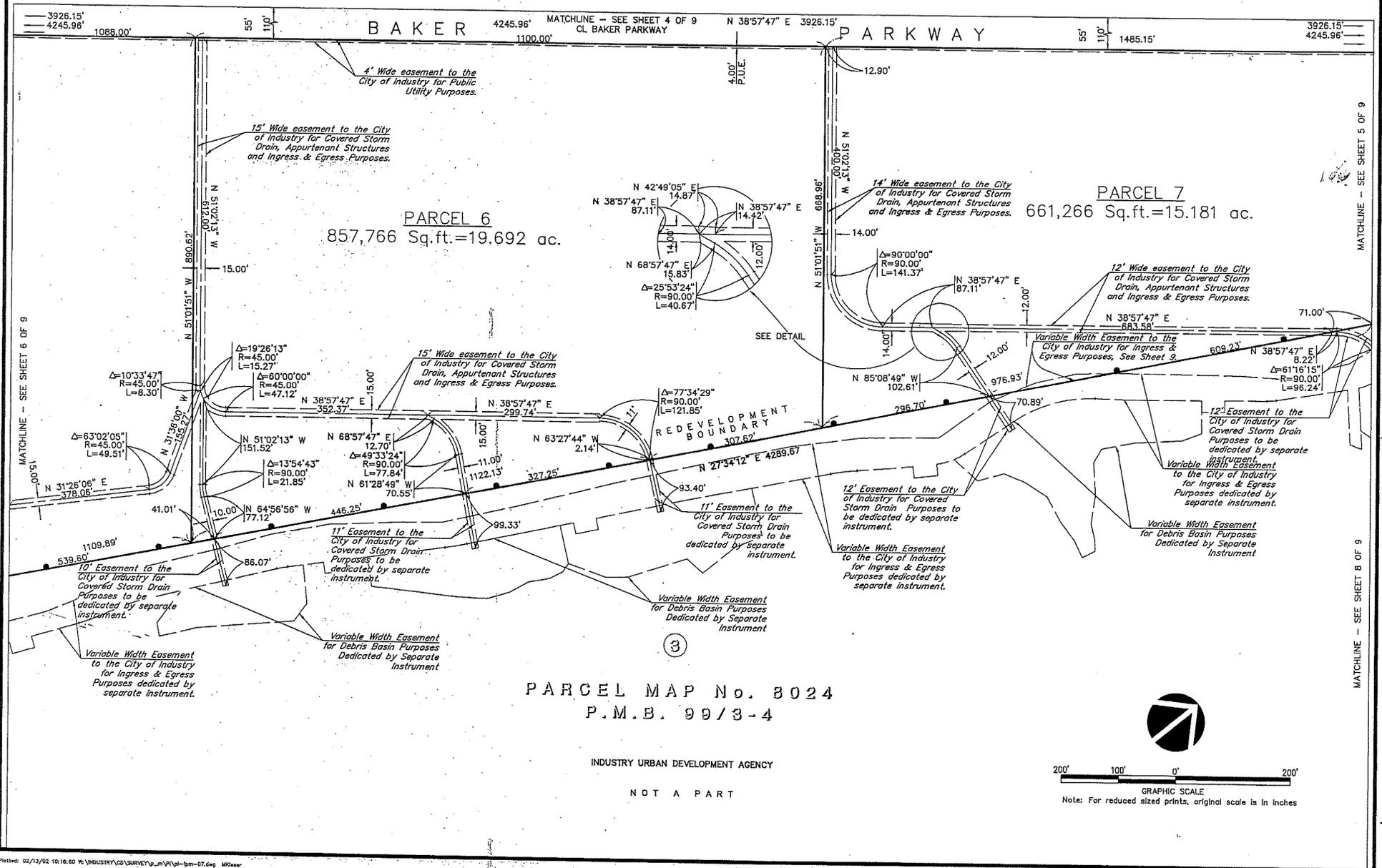


308/14

SCALE: 1" = 100'

# PARCEL MAP NO. 318

SHEET 7 OF 9



Plotted: 02/13/02 10:18:00 N:\INDUSTRY\CO\SURVEY\318\PMB\99-07.dwg H:\d...

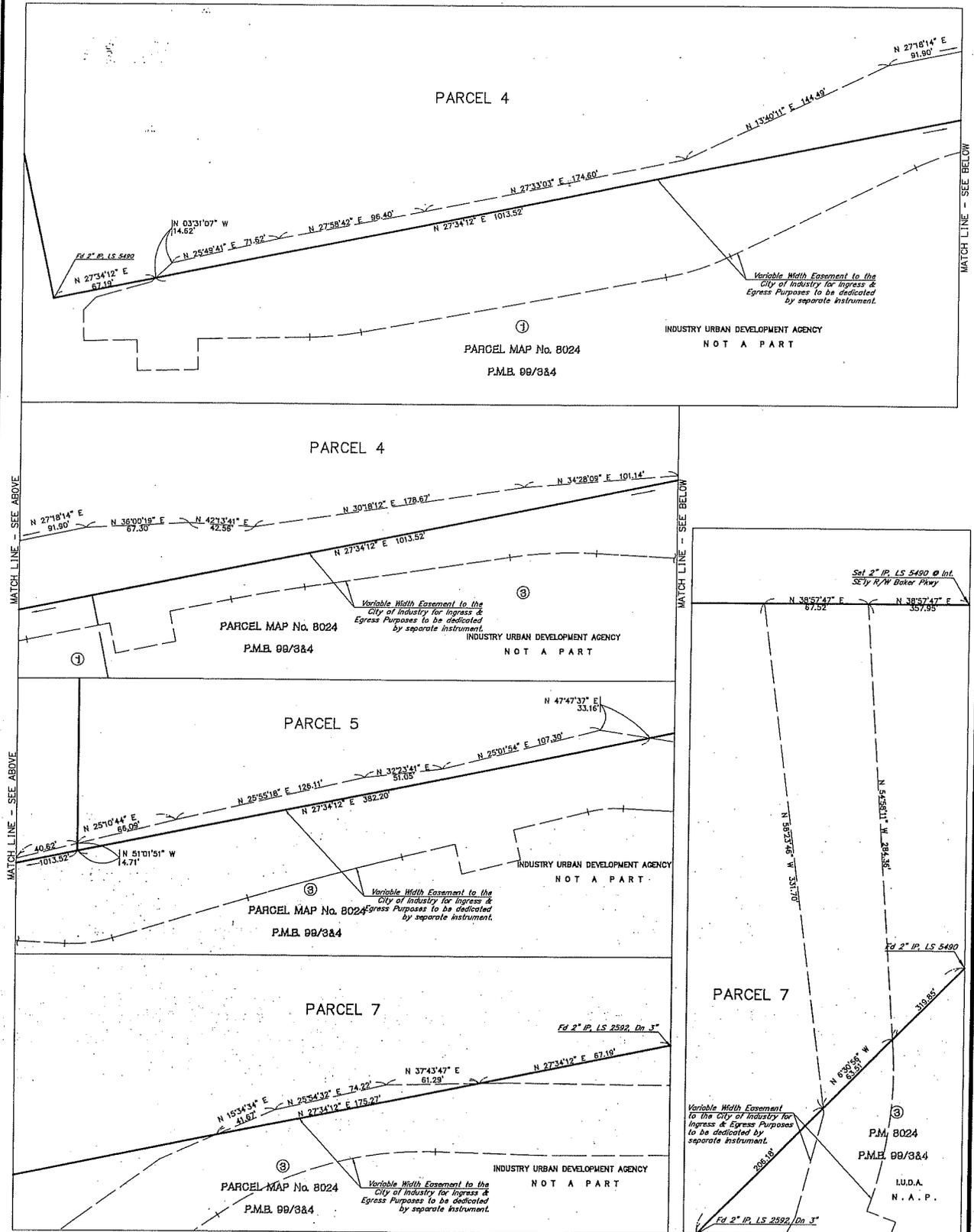


SCALE: 1" = 40'

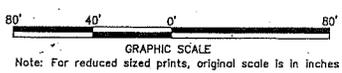
# PARCEL MAP NO. 318

SHEET 9 OF 9

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



**PSOMAS**  
 1144 West Olympic Boulevard, Suite 750  
 Los Angeles, CA 90015-1048  
 (310) 554-3700 (310) 554-3777 (fax)



File # 02/7/02 10:18:02 W:\INDUSTRY\00\00000000\00000000.dwg User:

401/29

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

SHEET 1 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

## EXHIBIT B2

BEING A SUBDIVISION OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 8024 FILED IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, TOGETHER WITH A PORTION OF PARCEL 7 OF PARCEL MAP NO. 318 FILED IN BOOK 308, PAGES 8 THROUGH 16 OF PARCEL MAPS, TOGETHER WITH PORTIONS OF SECTIONS 3, 4, 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, FEBRUARY 28, 1868 AND PORTIONS OF GRAND AVENUE OF VARIOUS WIDTHS, ALL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF INDUSTRY ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, AND HEREBY DEDICATE TO THE CITY OF INDUSTRY A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP TOGETHER WITH ALL USES INCIDENTAL THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY, A PUBLIC BODY, CORPORATE AND PUBLIC, AS OWNER.

BY: [Signature] TITLE: CITY MANAGER / Executive Director  
PRINT: TROY Helling

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY AND THE STATE OF CALIFORNIA, AS OWNER. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature] 12/12/2018  
CARLOS UREÑA DATE  
L.S. NO. 8234  
EXPIRATION DATE 12/31/19



### OWNER'S NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS  
ON 12/12/18, 2018, BEFORE ME, Julie A. Gutierrez-Robles, A NOTARY PUBLIC PERSONALLY APPEARED [Signature] 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/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Julie A. Gutierrez-Robles  
(PRINTED NAME)  
MY COMMISSION NUMBER 2169062

[Signature]  
(SIGNATURE)  
MY COMMISSION EXPIRES Oct. 22, 2020

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY.

### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

[Signature] Dec 12, 2018 DATE  
CLEMENT N. CALVILLO, R.C.E. 27743  
REG. EXPIRES: 3/31/2020  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY



### CITY CLERK'S CERTIFICATE

I, JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A SPECIAL MEETING THEREOF HELD ON THE 29 DAY OF November, 2018, AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF INDUSTRY THE INTEREST IN REAL PROPERTY CONVEYED HEREIN FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP.

DATED THIS 12 DAY OF December, 2018.

[Signature]  
JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK, CITY OF INDUSTRY

### SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (A)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE(S) OF THE UNIVERSITY OF REDLANDS, A CORPORATION, LOUISE CURRIER RAMSAY, GEORGE CURRIER WHEELER, JOSIE MAY NORTON, CURRIER CARLTON HOLMAN, MARGUERITE HOLMAN, JAMES HUNTER AND HOWARD R. HUNTER, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED SEPTEMBER 14, 1954 IN BOOK 45562, PAGE 144 AND RECORDED FEBRUARY 10, 1955 IN BOOK 46875, PAGE 70, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SUSAN HUNTER FERRY HAAS, JAMES HUNTER, HOWARD R. HUNTER AND GEORGE C. WHEELER, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED SEPTEMBER 14, 1954 IN BOOK 45562, PAGE 148 AND RECORDED FEBRUARY 10, 1955 IN BOOK 46873, PAGE 49, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF ISAAC NEWTON KRAUSHAAR, WHO ACQUIRED TITLE AS, ISAAC N. KRAUSHAAR AND BETH LUCILE KRAUSHAAR, WHO ACQUIRED TITLE AS, BETH L. KRAUSHAAR, HOLDER OF MINERAL RIGHTS, BY DOCUMENT AUGUST 30, 1968 AS INSTRUMENT NO. 4419 IN BOOK D4118, PAGE 608, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURES OF ISAAC N. KRAUSHAAR AND BETH L. KRAUSHAAR, HUSBAND AND WIFE AND TIMOTHY YALE KRAUSHAAR, BRUCE CLIFFORD KRAUSHAAR AND NICHOLAS NEWTON KRAUSHAAR, AS CO-TRUSTEES UNDER TRUST AGREEMENT, DATED DECEMBER 26, 1979, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED MARCH 7, 1980 AS INSTRUMENT NO. 80-233146, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF JOHN D. LUSK & SON, A CALIFORNIA CORPORATION, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED JULY 13, 1981 AS INSTRUMENT NO. 81-693009, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF UPLAND INDUSTRIES CORPORATION, A NEBRASKA CORPORATION (SUCCESSOR IN INTEREST BY MERGER TO UPLAND INDUSTRIES CORPORATION, A UTAH CORPORATION), HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN DEVELOPMENT NO. 2, A CALIFORNIA LIMITED PARTNERSHIP, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 82-995494 OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF JOHN D. LUSK & SON, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED: MARCH 22, 1983 AS INSTRUMENT NO. 83-311896, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

SIGNATURE OMISSIONS CONTINUE ON SHEET 2.

### TAX CLEARANCE CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: [Signature] 12/18/18 DATED:  
DEPUTY



~~I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN FILED WITH EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON THE MAP OF PARCEL MAP NO. 352 AS REQUIRED BY LAW.~~

~~EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.~~

~~BY \_\_\_\_\_ DATED:~~

FILED  
AT REQUEST OF OWNER

10 AM  
FRI  
3PM

IN BOOK 401

AT PAGE 29-48

OF PARCEL MAPS  
LOS ANGELES COUNTY, CA

Register Recorder/County Clerk

By [Signature]

Deputy

FEE \$ 65.00

D.A. FEE Code 20 \$ 5.00



Map / Grant

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

SHEET 2 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS URERA LS 8234  
PBLA ENGINEERING, INC.

### SIGNATURE OMISSIONS (CONTINUED):

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (A)(3)(D)(I)-(VII) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

THE SIGNATURE(S) OF UNIVERSITY OF REDLANDS, LOUISE CURRIER RAMSAY, GEORGE CURRIER WHEELER, NANCY ESTELLE BACHELOR, CLARENCE ELSHA WILLIAMS, HOWARD ALVAN HUNTER, EDWARD THOMAS HUNTER, MARGIE WARREN, ESTON FIELD, JOHN ENGER, GUSTIA ENGER AND EUGENE GARNER BY DOCUMENT, HOLDER OF AN EASEMENT FOR WELL PIPELINES, RECORDED DECEMBER 7, 1925 AS INSTRUMENT NO. 837 IN BOOK 4453, PAGE 380 AND DECEMBER 7, 1925 AS INSTRUMENT NO. 939 IN BOOK 5183, PAGE 288, BOTH OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF CURRIER CARLTON HOLMAN, JOSIE MAY NORTON, MARGUERITE HOLMAN, EUGENE GARNER, JOHN ENGER AND GUSTIA ENGER, HOLDER OF AN EASEMENT FOR WELL PIPELINES, BY DOCUMENT RECORDED DECEMBER 7, 1925 AS INSTRUMENT NO. 939 IN BOOK 5173, PAGE 189 AND DECEMBER 7, 1925 AS INSTRUMENT NO. 940 IN BOOK 5534, PAGE 126, BOTH OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED MAY 27, 1932 IN BOOK 11634, PAGE 114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED JUNE 17, 1932 IN BOOK 11639, PAGE 222, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED FEBRUARY 16, 1950 IN BOOK 32292, PAGE 194, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4418, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4419 IN BOOK D4118, PAGE 608, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY DRAINAGE, BY DOCUMENT RECORDED NOVEMBER 17, 1969 AS INSTRUMENT NO. 2961 IN BOOK D4557, PAGE 11, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, A BODY POLITICAL AND CORPORATE, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED JULY 17, 1972 IN BOOK 05534, PAGE 531, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY, BY DOCUMENT RECORDED SEPTEMBER 18, 1970 AS INSTRUMENT NO. 3369, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED OCTOBER 14, 1975 AS INSTRUMENT NO. 4861 IN BOOK D-6832, PAGE 238, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SLOPE, BY DOCUMENT RECORDED IN PARCEL MAP NO. 8024 IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE DIAMOND BAR DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR SLOPES AND STORM DRAIN STRUCTURES, BY DOCUMENT RECORDED SEPTEMBER 7, 1982 AS INSTRUMENT NO. 82-906233, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITICAL, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-1093989, OFFICIAL RECORDS OF LOS ANGELES COUNTY. EASEMENT WAS TRANSFERRED BY DOCUMENT RECORDED NOVEMBER 28, 1983 AS INSTRUMENT NO. 83-1398887, OFFICIAL RECORDS LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-1093994, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, HOLDER OF AN EASEMENT FOR COVERED STORM DRAIN, APURTHMENT STREET, PUBLIC UTILITY AND INGRESS AND EGRESS, BY DOCUMENT RECORDED IN PARCEL MAP NO. 318 IN BOOK 308, PAGES 8 THROUGH 16 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY, BY DOCUMENT RECORDED AUGUST 8, 1988 AS INSTRUMENT NO. 88-1246248, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, A BODY CORPORATE AND POLITICAL, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED DECEMBER 7, 1988 AS INSTRUMENT NO. 88-1957952, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, A BODY CORPORATE AND POLITICAL, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED APRIL 18, 2002 AS INSTRUMENT NO. 02-0913077, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO. 02-3033770, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 9, 2015 AS INSTRUMENT NO. 20150393777, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 24, 2015 AS INSTRUMENT NO. 20150405636, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MAY 28, 2015 AS INSTRUMENT NO. 20150607488, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 19, 2015 AS INSTRUMENT NO. 20151018002, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY, BY DOCUMENT RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 20151152795, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MARCH 11, 2016 AS INSTRUMENT NO. 20160268622, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT FOR SEWER LINE, BY DOCUMENT RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4196, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF WALNUT VALLEY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED JULY 2, 2018 AS INSTRUMENT NO. 20180658919, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

### RECORD REFERENCES

SEE SHEET 20

### MONUMENT & ESTABLISHMENT NOTES

SET 1" I.P. TAGGED "PLS 8234", OR AN 8" SPIKE AND WASHER STAMPED "PLS 8234" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE; OR LEAD, TACK AND TAG STAMPED "PLS 8234" IN CONCRETE, AT ALL PARCEL CORNERS, AND AT ALL STREET CENTERLINE ANGLE POINTS, BCs AND ECs, OR AS NOTED.

SET H&L AND TAG, "PLS 8234" IN TOP OF CURB ON PROLONGATION OF SIDE PARCEL LINES.

- 1 FD. 1" I.P. W/PLASTIC PLUG STAMPED "RCE 27743", DOWN 0.4' IN C/L MEDIAN, ACCEPTED AS THE EC/BC OF GRAND AVE. PER R3 AND R10.
- 2 FD. 1" I.P. W/PLASTIC PLUG STAMPED "RCE 27743", DOWN 0.5' IN CL MEDIAN, ACCEPTED AS A POINT ON THE CL OF GRAND AVE. PER R2 AND R10.
- 3 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R4.
- 4 FD. 2" I.P. TAGGED "LS 5490", DOWN 0.4' PER R2. ACCEPTED AS A POINT ON SOUTHERLY RIGHT-OF-WAY OF U.P.R.R.
- 5 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R5. ACCEPTED AS STA. 4 OF F.E. LEWIS-CURRIER RANCH. SET 1" IRON PIPE W/TAG.
- 6 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R5. ACCEPTED AS STA. 3 OF F.E. LEWIS-CURRIER RANCH.
- 7 FD. 2" I.P. NO TAG, ACCEPTED AS STA. 2 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 8 FD. 2" I.P. NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST WESTERLY CORNER OF LOT 13 PER R6, SET TAG.
- 9 FD. 3" BRASS CAP, "ILLEGIBLE", ACCEPTED AS STA. 5 OF F.E. LEWIS-CURRIER RANCH. PER R5.
- 10 FD. 2" I.P. TAGGED "RCE 11349", PER R6, ACCEPTED AS STA. 6 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 11 FD. 2" I.P. NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST NORTHWESTERLY CORNER OF LOT 7 PER R7.
- 12 FD. 2" I.P. NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST SOUTHWESTERLY CORNER OF LOT 1 PER R7.
- 13 FD. 2" I.P. TAGGED "RCE 11349", PER R8, ACCEPTED AS STA. 7 OF F.E. LEWIS-CURRIER RANCH PER R5 & R10.
- 14 FD. 2" I.P. TAGGED "RCE 11349", ACCEPTED AS MOST NORTHWESTERLY CORNER OF LOT 16 PER R8.
- 15 SEARCHED, NOTHING FOUND. ESTABLISHED BY RECORD ANGLE PER R5. ACCEPTED AS STA. 8 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 16 FD. 2" I.P. TAGGED "RCE 11349", ACCEPTED AS TRACT BOUNDARY CORNER AND THE MOST SOUTHWESTERLY CORNER OF LOT 25 PER R8 AND R10.
- 17 SEARCHED, NOTHING FOUND. ESTABLISHED AT RECORD DISTANCE PER R10.
- 18 CALCULATED POSITION PER R5. ACCEPTED AS STA. 9 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 19 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R14.
- 20 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R24.
- 21 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R1.
- 22 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION.
- 23 FD. SPIKE, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND AVE. AND BREA CANYON RD. PER R10 AND R11.
- 24 FD. SPIKE AND WASHER, STAMPED CALTRANS, ACCEPTED AS THE CENTERLINE EC/BC OF BREA CANYON RD. PER R10.
- 25 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R11.
- 26 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R13.
- 27 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R12.
- 28 FD. L&T, TAGGED "RCE 16352", IN LIEU OF A 2" I.P. ACCEPTED AS ANGLE POINT OF THE EASTERLY TRACT BOUNDARY PER R15.
- 29 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF LOT 72 PER R15.
- 30 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHWESTERLY CORNER OF LOT 72 PER R15, HELD FOR LINE.
- 31 FD. 2" I.P., ILLEGIBLE, PIPE BENT ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE NORTHEAST AND THE EASTERLY PROLONGATION OF WASHINGTON ST. (OLD) PER R17.
- 32 FD. L&T, ILLEGIBLE, IN LIEU OF A 2" I.P. ACCEPTED AS ANGLE POINT OF THE SOUTHEASTERLY TRACT BOUNDARY PER R17.
- 33 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF TRACT PER R17.
- 34 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R25.
- 35 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R27. ACCEPTED AS CENTERLINE INTERSECTION OF LYCOMING ST. AND LINCOLN AVE. PER R26 AND R15.
- 36 FD. L&T, TAGGED "RCE 16352", IN LIEU OF A SPIKE AND WASHER, ACCEPTED AS POINT ON THE CENTERLINE OF LYCOMING ST. PER R15.
- 37 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (5.00') FROM OF THE CENTERLINE OF LYCOMING ST PER R15.
- 38 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (0.19') FROM OF THE CENTERLINE OF LYCOMING ST PER R15.
- 39 FD. SPIKE, DN. 0.25', ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST. (OLD) AND LINCOLN AVE. PER R26.
- 40 FD. W&L AND WASHER "LS 5411", FLUSH IN ASPH, ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST (OLD) AND BREA CANYON RD. PER R26.
- 41 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS POINT ON THE WESTERLY TRACT BOUNDARY PER R3. HELD FOR LINE.
- 42 SEARCHED, NOTHING FOUND. ESTABLISHED BY PROD LINE FROM THE SOUTH AT RECORD DISTANCE (80.93') PER R16.
- 43 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R3.
- 44 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R18.
- 45 FD. L&T, STAMPED "LS 5490", IN LIEU OF 1" I.P., W/PLASTIC PLUG, ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 7 PER R3.
- 46 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST SOUTHERLY CORNER OF PARCEL 8 PER R3.
- 47 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 8 PER R3.
- 48 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R16.
- 49 FD. L&T, STAMPED "LS 5490", IN CONC, ACCEPTED AS BC/EC CENTERLINE OF BAKER PKWY PER R3.
- 50 FD. LEAD TACK AND TAG PER R31, ACCEPTED AS THE "PI" AT GRAND AVENUE AND SPRR PER R32.

MONUMENT & ESTABLISHMENT NOTES CONTINUE ON SHEET 20.

401/31

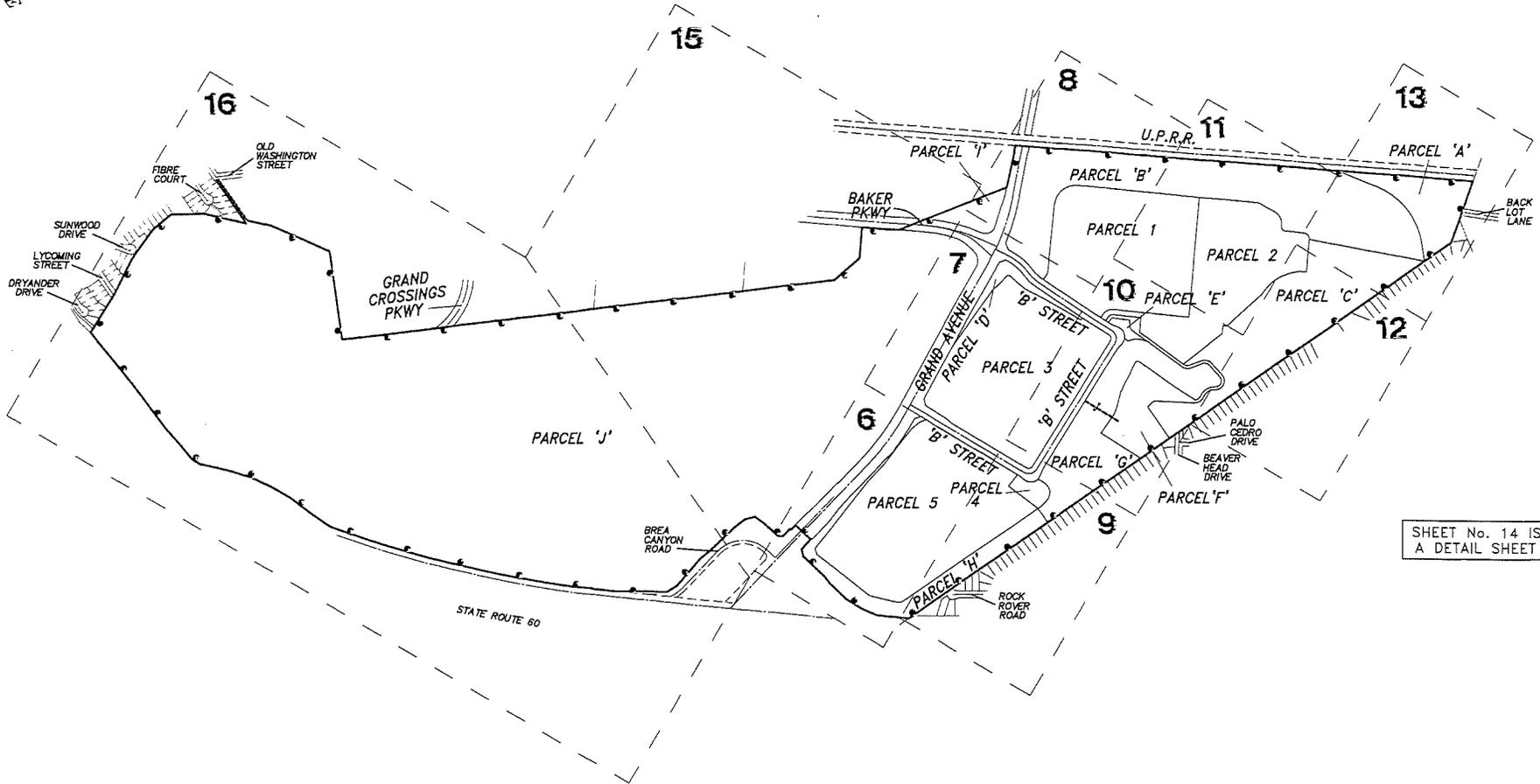
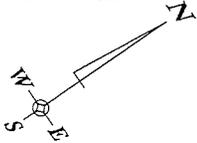
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 600'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

INDEX SHEET



SHEET No. 14 IS  
A DETAIL SHEET

INDICATES DISTINCTIVE BORDER LINE  
PARCEL MAP BOUNDARY



401/33

BOOK 401 PAGE 33

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

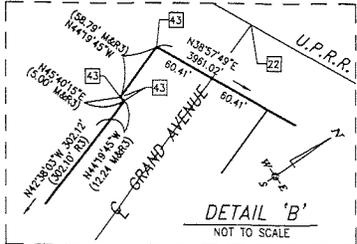
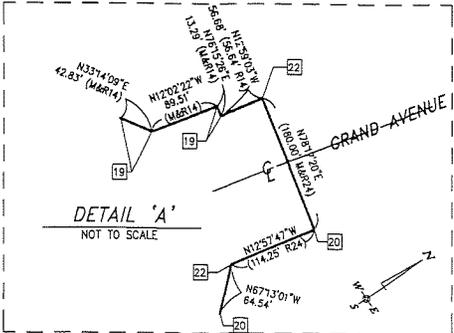
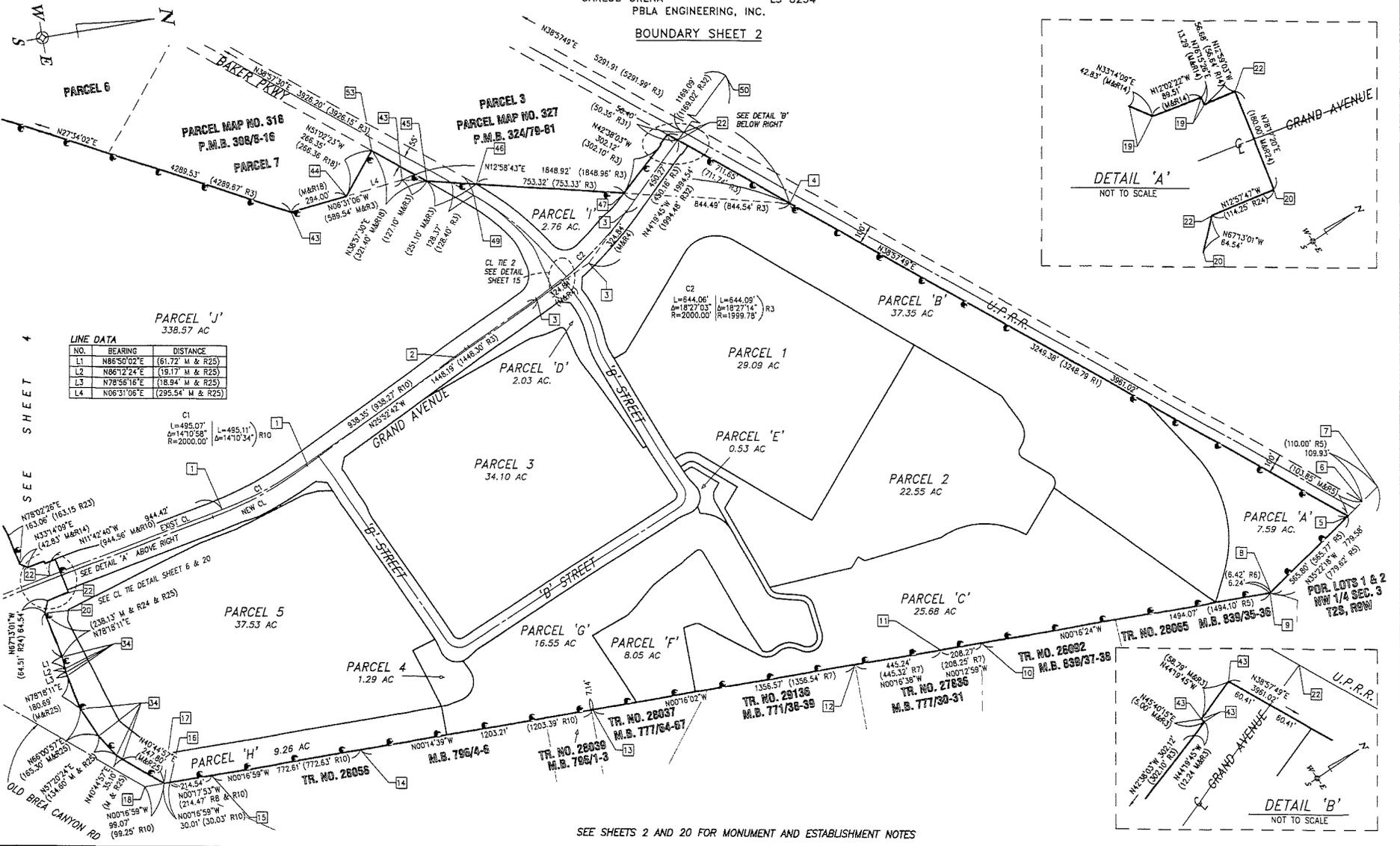
# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 5 OF 20 SHEETS

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

BOUNDARY SHEET 2



PARCEL 'J'  
336.57 AC

| NO. | BEARING     | DISTANCE          |
|-----|-------------|-------------------|
| L1  | N86°50'02"E | (61.72' M & R25)  |
| L2  | N86°12'24"E | (18.17' M & R25)  |
| L3  | N78°56'16"E | (18.94' M & R25)  |
| L4  | N06°31'08"E | (295.54' M & R25) |

C1  
L=495.07'  
Δ=141°10'58"  
R=2000.00'

C2  
L=495.11'  
Δ=141°10'54"  
R=2000.00'

SEE SHEETS 2 AND 20 FOR MONUMENT AND ESTABLISHMENT NOTES

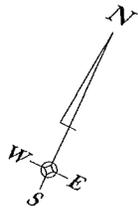
401/34

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

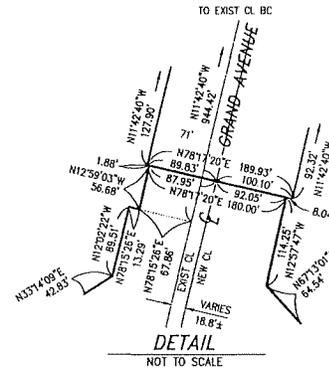
# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 7



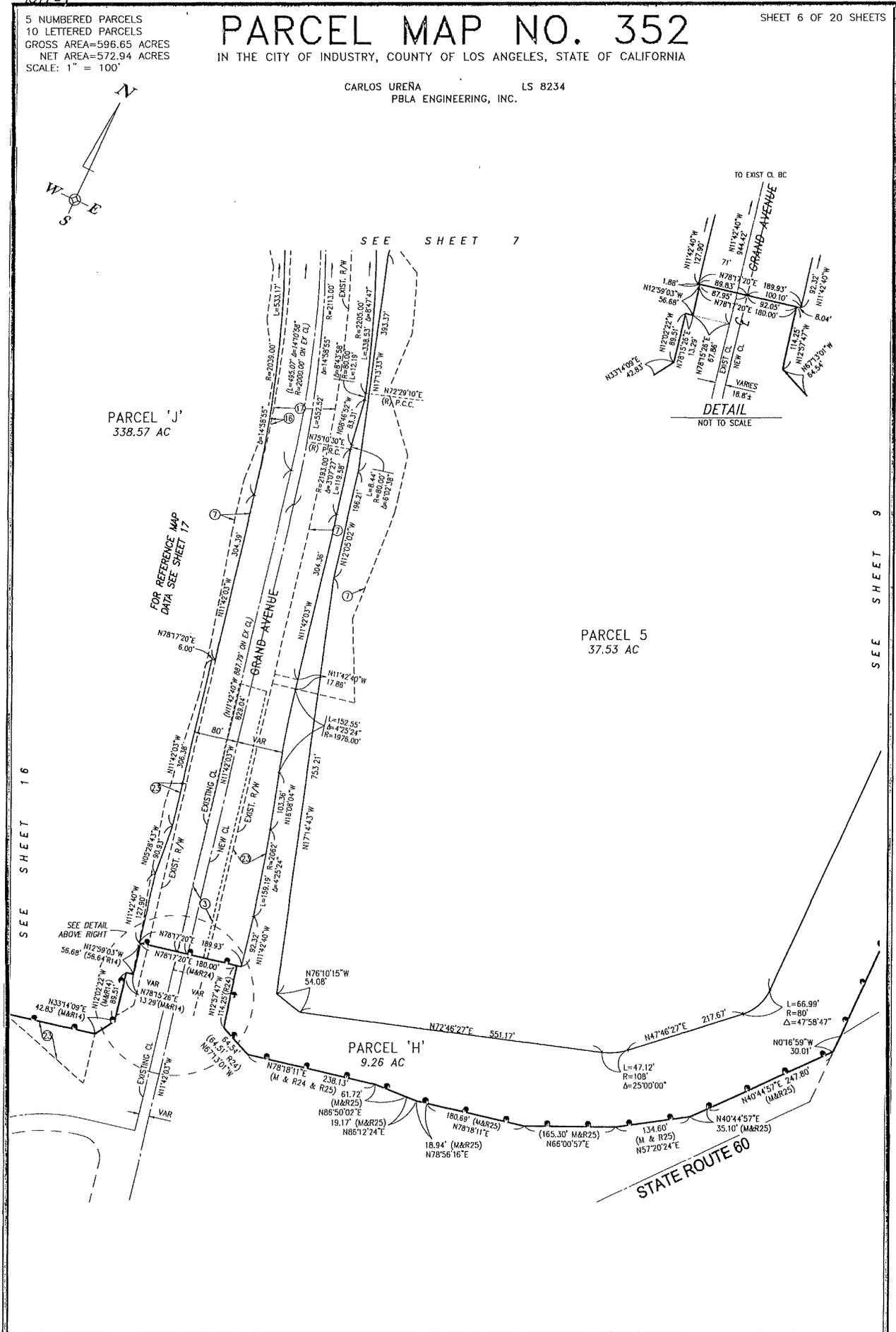
PARCEL 'J'  
338.57 AC

FOR REFERENCE MAP  
DATA SEE SHEET 17

PARCEL 5  
37.53 AC

SEE SHEET 9

SEE SHEET 16



401/35

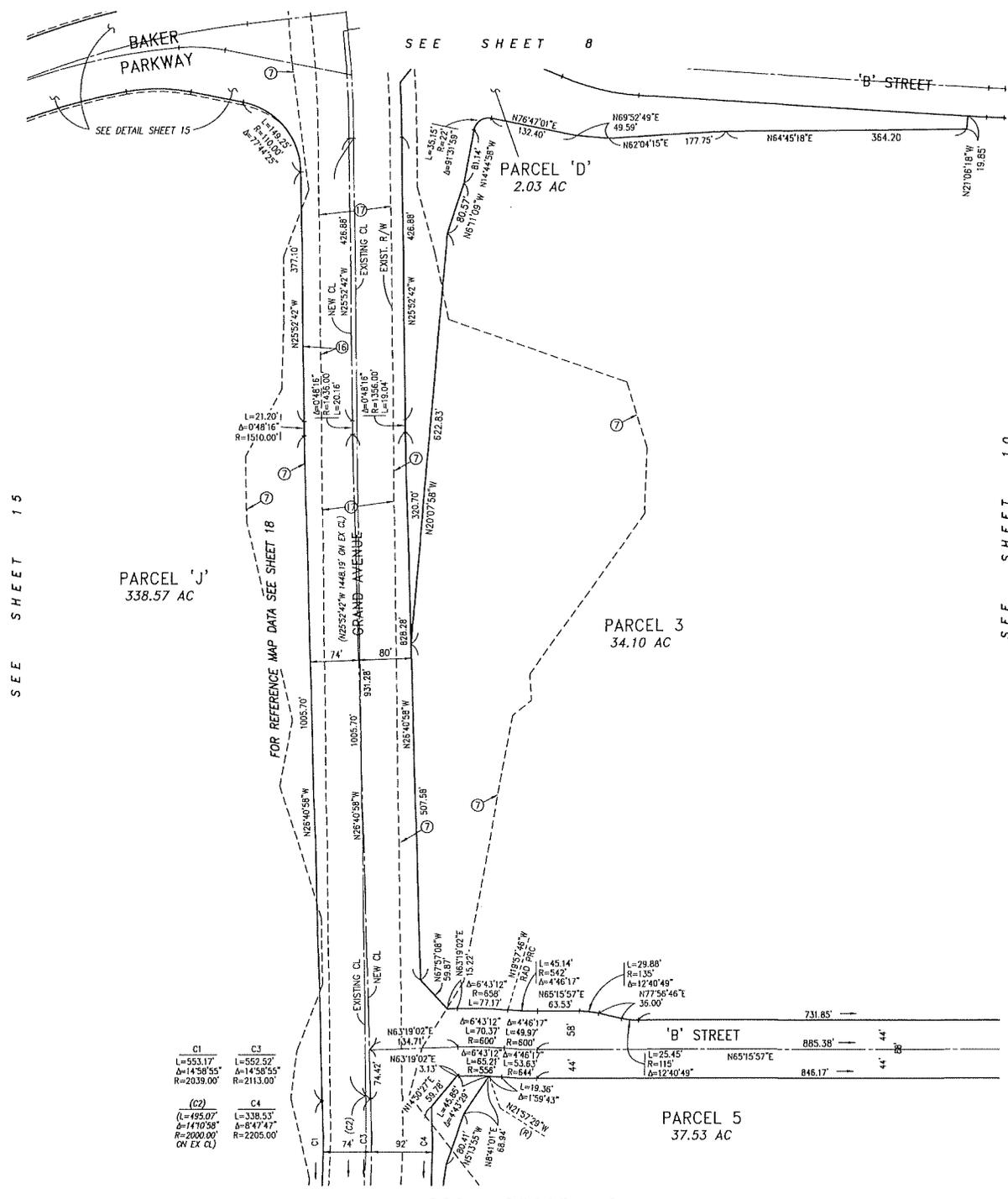
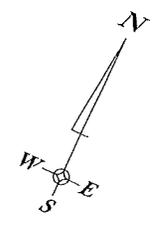
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 7 OF 20 SHEETS

CARLOS URERA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 15

SEE SHEET 10

PARCEL 'J'  
338.57 AC

PARCEL 'D'  
2.03 AC

PARCEL 3  
34.10 AC

PARCEL 5  
37.53 AC

| C1          | C3          |
|-------------|-------------|
| L=553.17'   | L=562.32'   |
| Δ=14°58'55" | Δ=14°58'55" |
| R=2039.00'  | R=2113.00'  |

| (C2)        | C4          |
|-------------|-------------|
| (L=495.07'  | L=338.53'   |
| Δ=14°10'58" | Δ=84°47'47" |
| R=2000.00'  | R=2205.00'  |

ON EX CL.

SEE SHEET 6

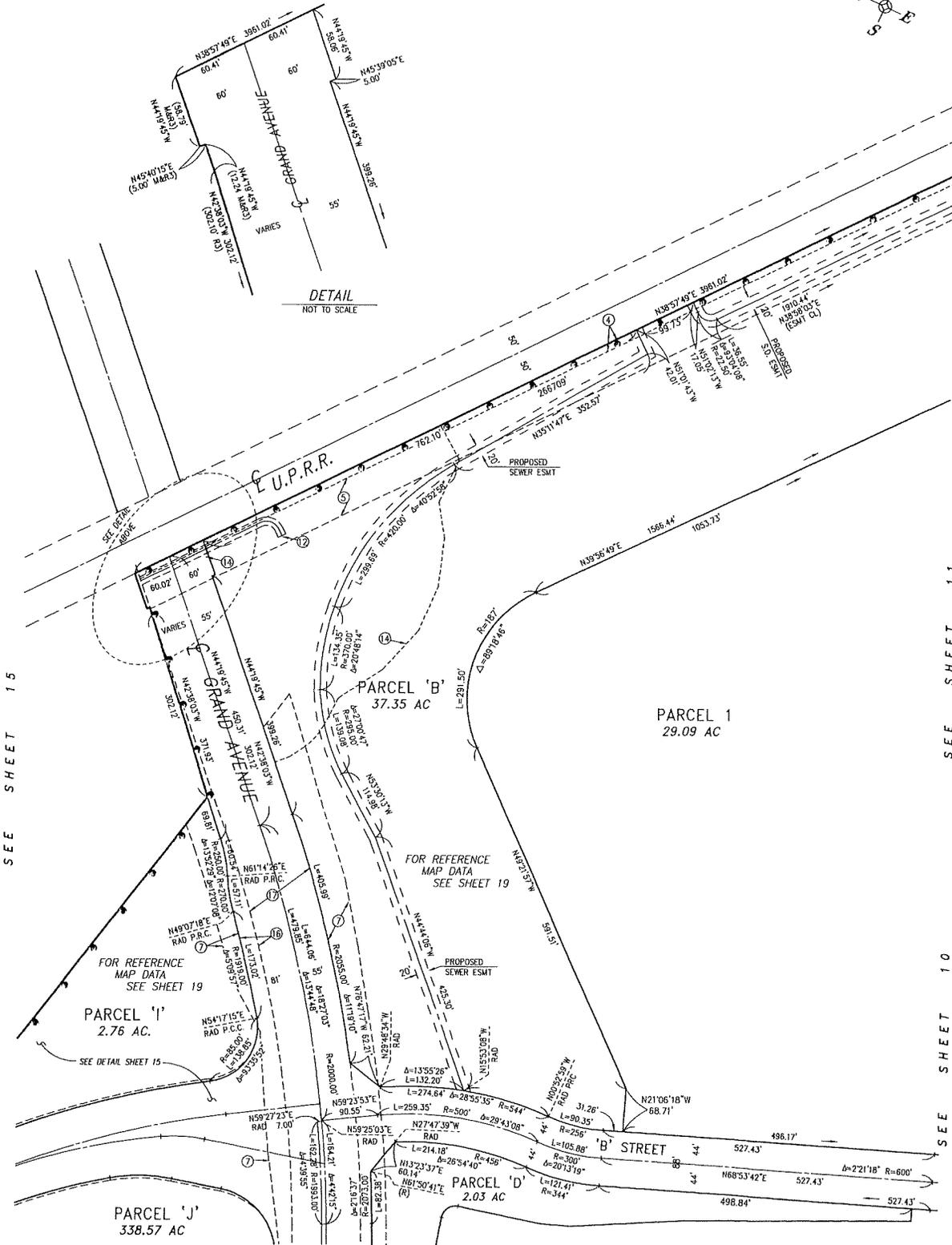
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

SHEET 8 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



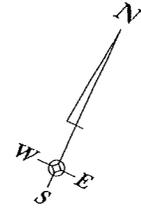
401/37

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

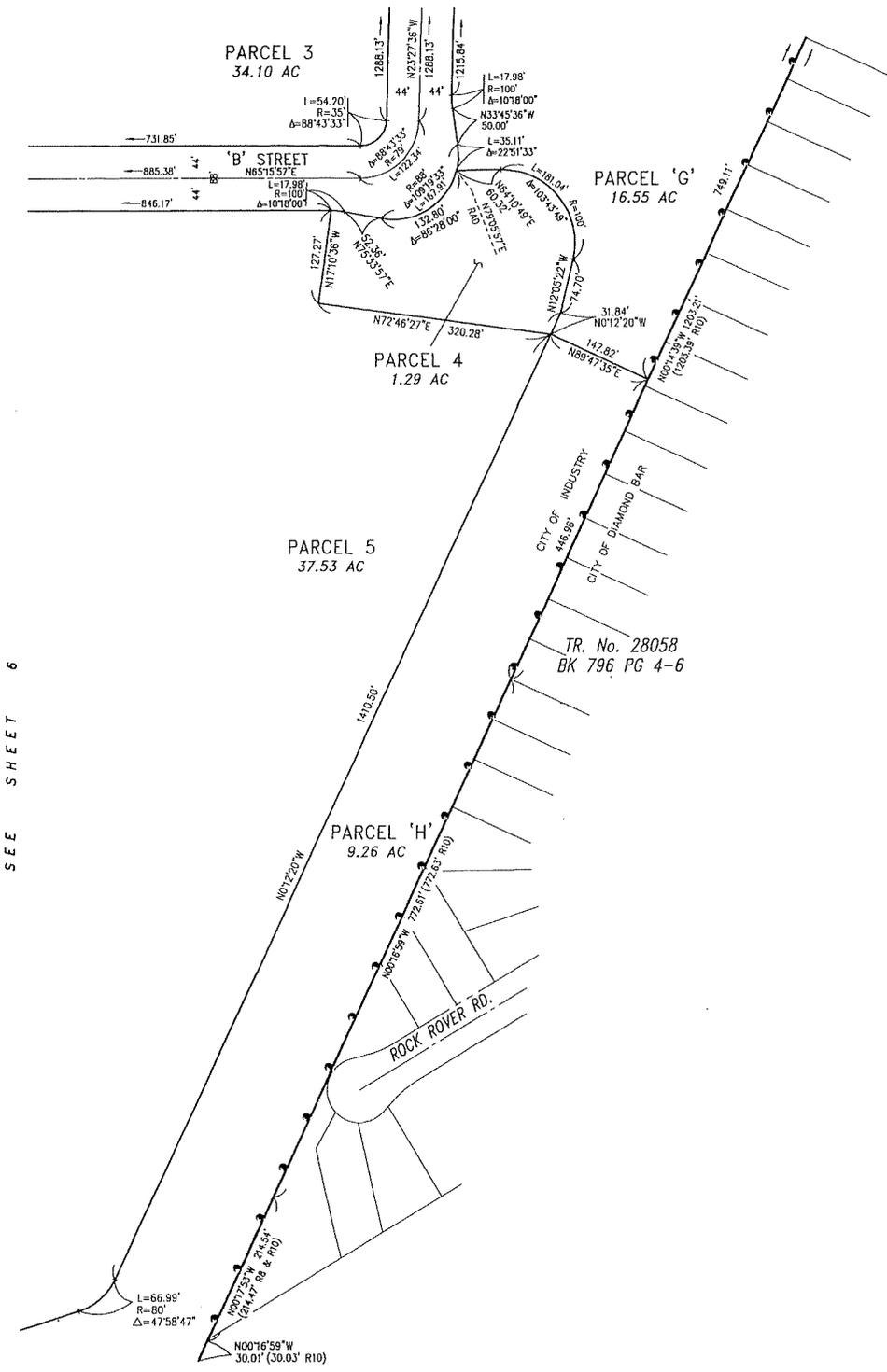
# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 10



SEE SHEET 6



401/39

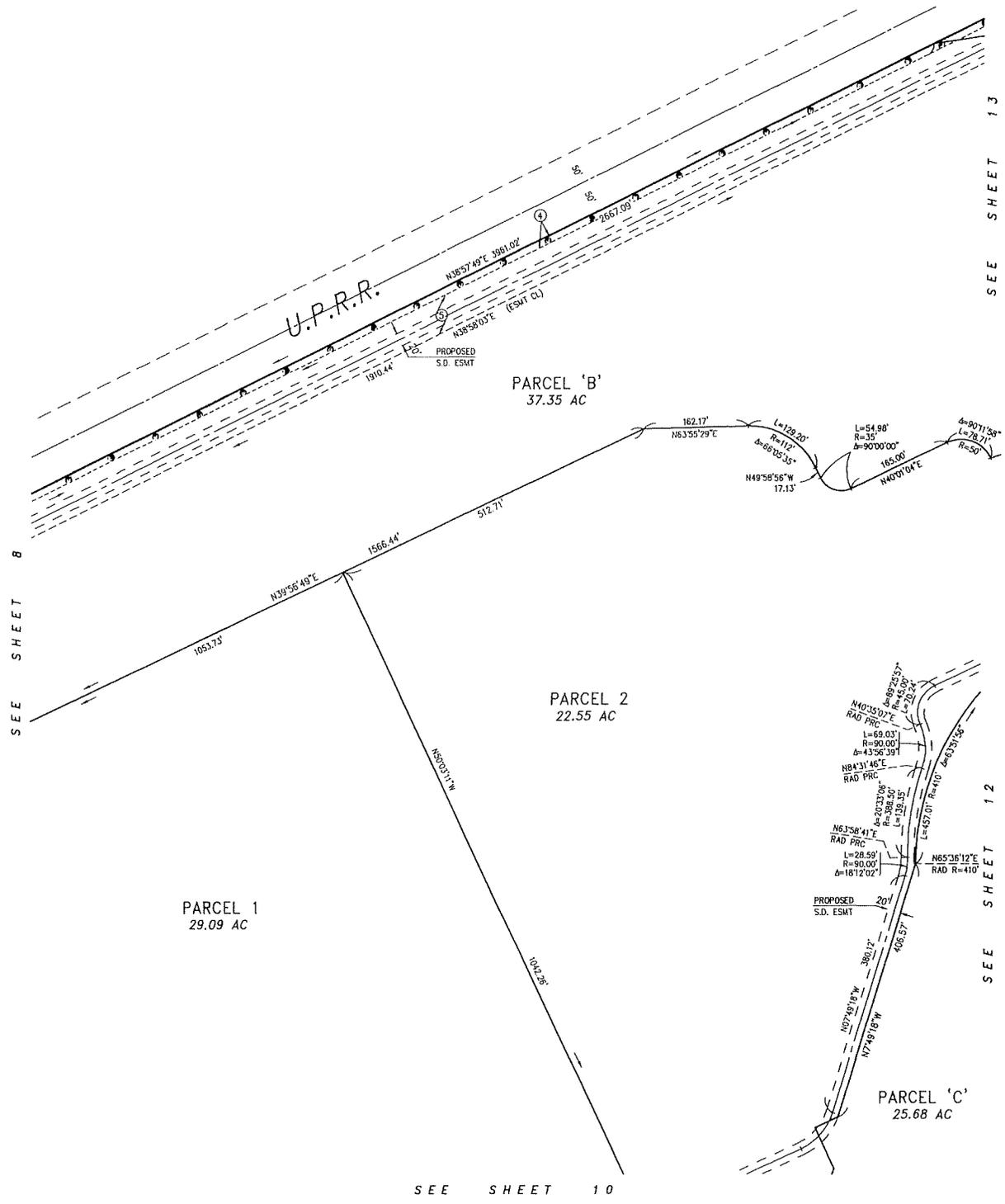
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

SHEET 11 OF 20 SHEETS



SEE SHEET 8

SEE SHEET 13

SEE SHEET 12

SEE SHEET 10

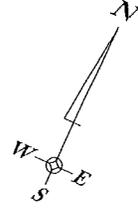
401/40

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

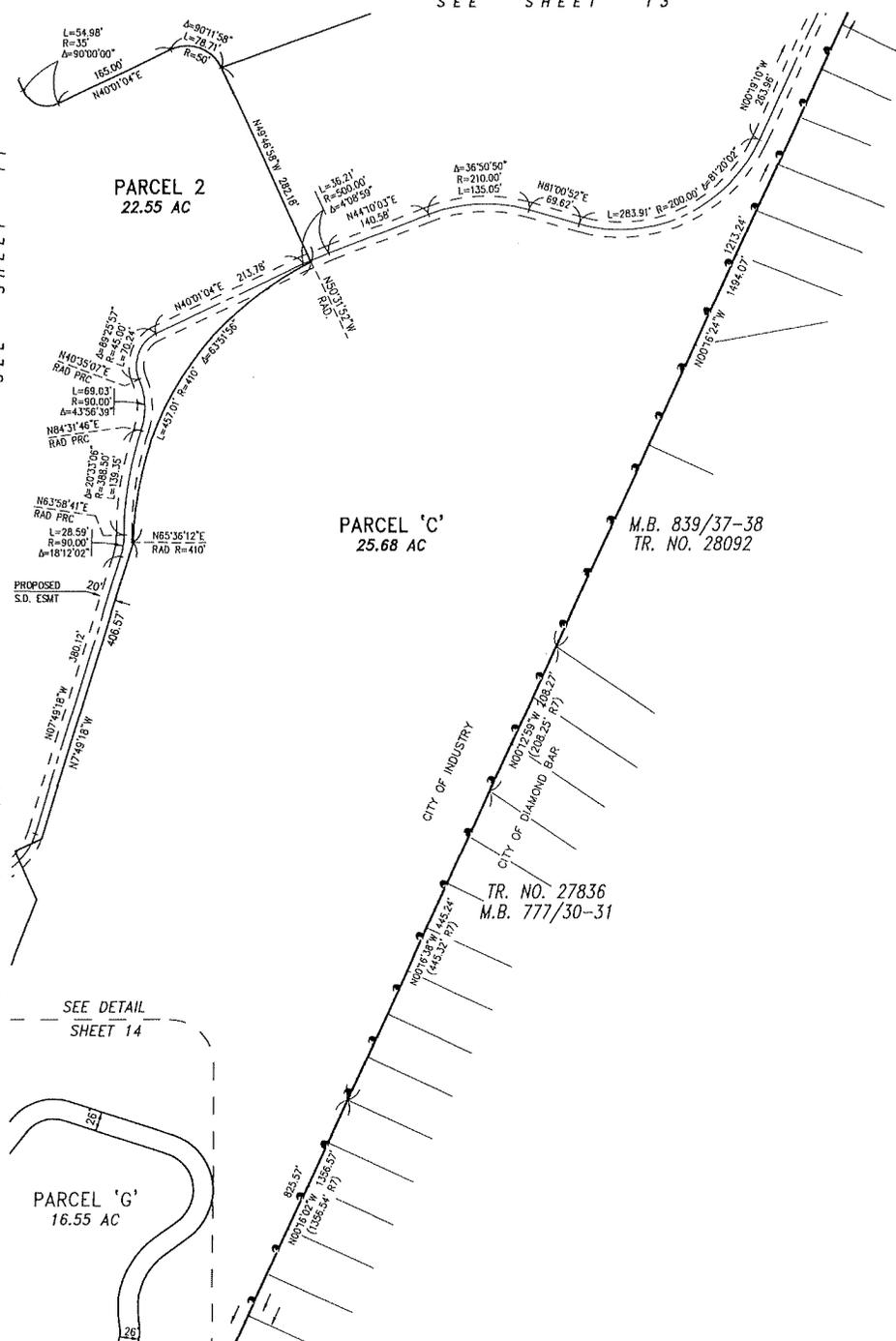


SEE SHEET 13

SEE SHEET 11

SEE SHEET 10

SEE DETAIL SHEET 14



PARCEL 2  
22.55 AC

PARCEL 'C'  
25.68 AC

PARCEL 'G'  
16.55 AC

M.B. 839/37-38  
TR. NO. 28092

TR. NO. 27836  
M.B. 777/30-31

CITY OF INDUSTRY  
CITY OF DIAMOND BAR

401/41

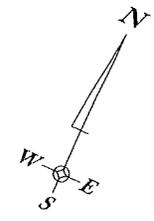
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

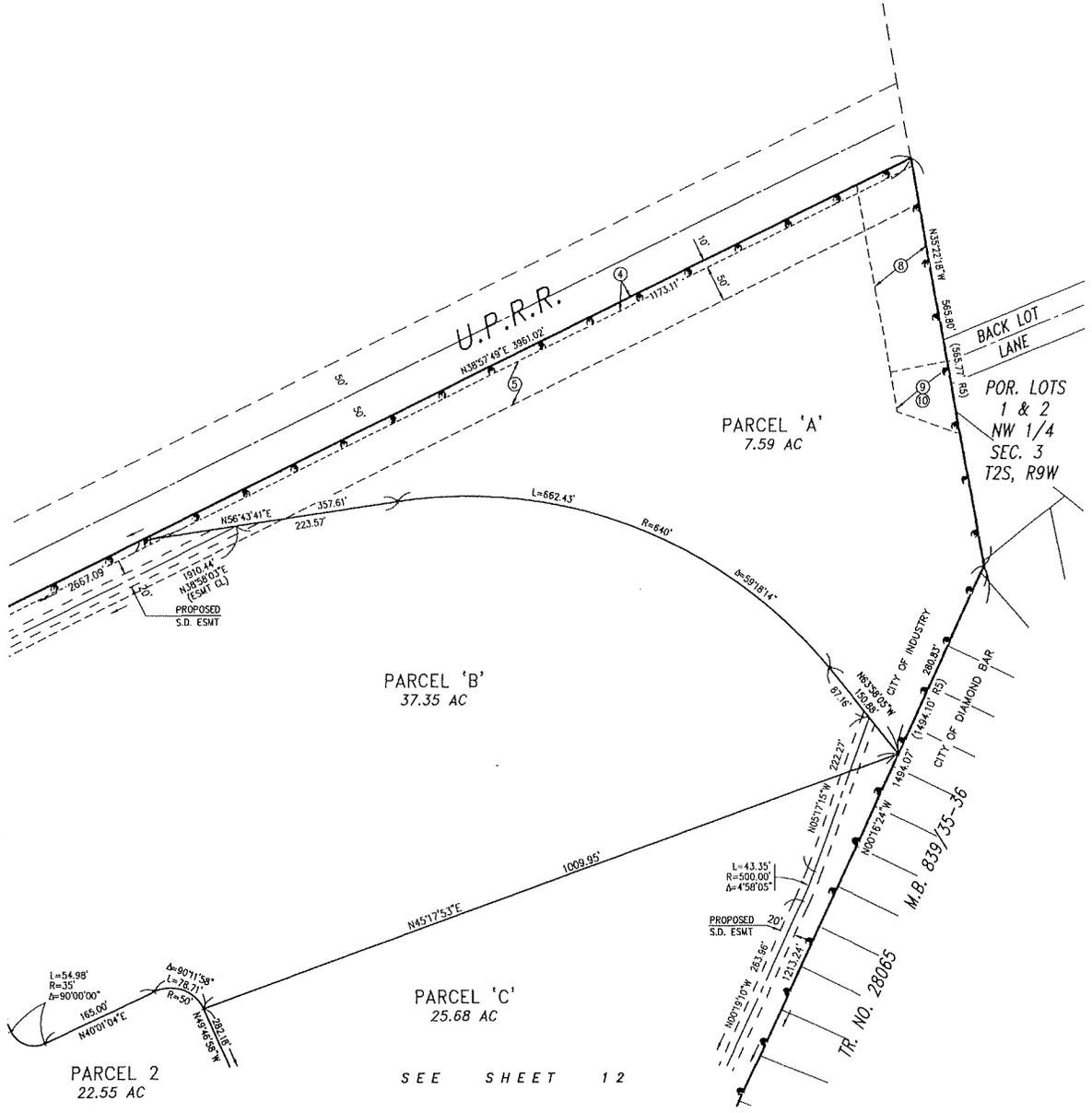
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 13 OF 20 SHEETS

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 11



SEE SHEET 12

401/42

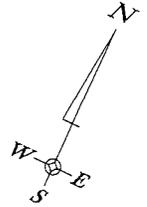
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 50'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS URERA LS 8234  
PBLA ENGINEERING, INC.

SHEET 14 OF 20 SHEETS

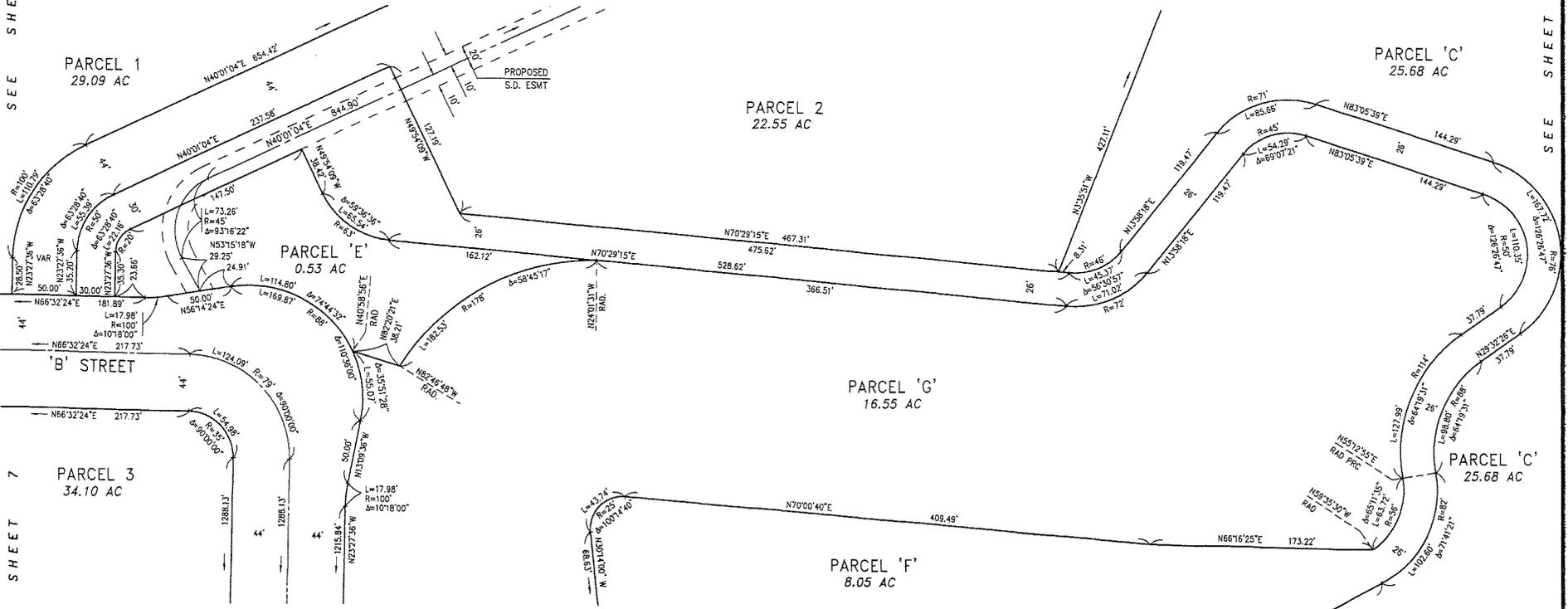


SEE SHEET 10

SEE SHEET 8

SEE SHEET 7

SEE SHEET 12



SEE SHEET 10

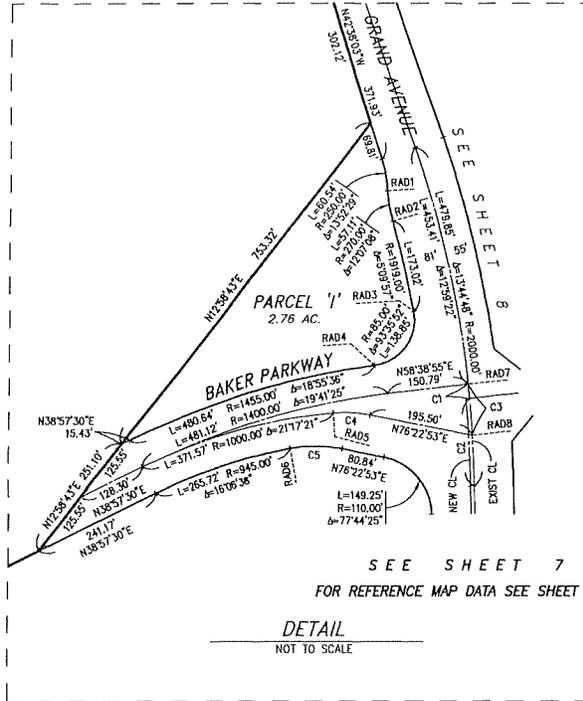
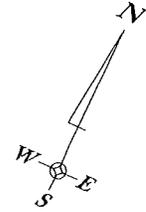
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

SHEET 15 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

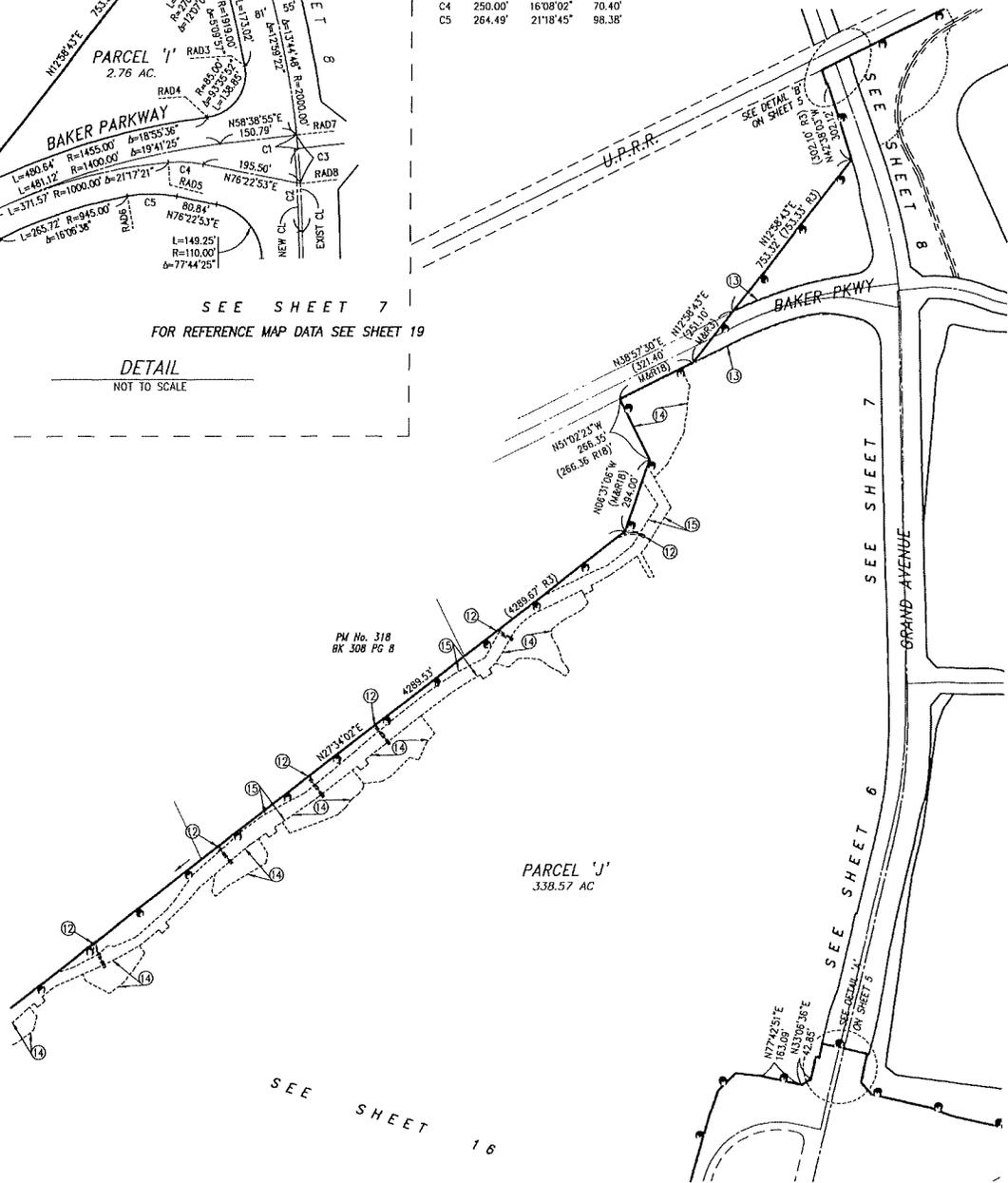


**RADIAL LINES**

| NO.  | BEARING     | DESC |
|------|-------------|------|
| RAD1 | N61°14'26"E | PRC  |
| RAD2 | N49°07'18"E | PRC  |
| RAD3 | N54°17'15"E | PCC  |
| RAD4 | N32°06'53"W | PRC  |
| RAD5 | N28°45'08"W | PCC  |
| RAD6 | N34°55'52"W | PCC  |
| RAD7 | N58°39'37"E | --   |
| RAD8 | N61°23'09"E | --   |

**CURVE DATA**

| NO. | RADIUS   | DELTA     | ARC     |
|-----|----------|-----------|---------|
| C1  | 2000.00' | 00°47'46" | 27.79'  |
| C2  | 2000.00' | 04°39'55" | 162.85' |
| C3  | 2000.00' | 02°43'33" | 95.14'  |
| C4  | 250.00'  | 16°08'02" | 70.40'  |
| C5  | 264.49'  | 21°18'45" | 98.38'  |





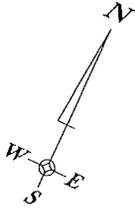
401/45

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



S E E SHEET 7

SEE SHEET 15

PARCEL 'J'  
338.57 AC

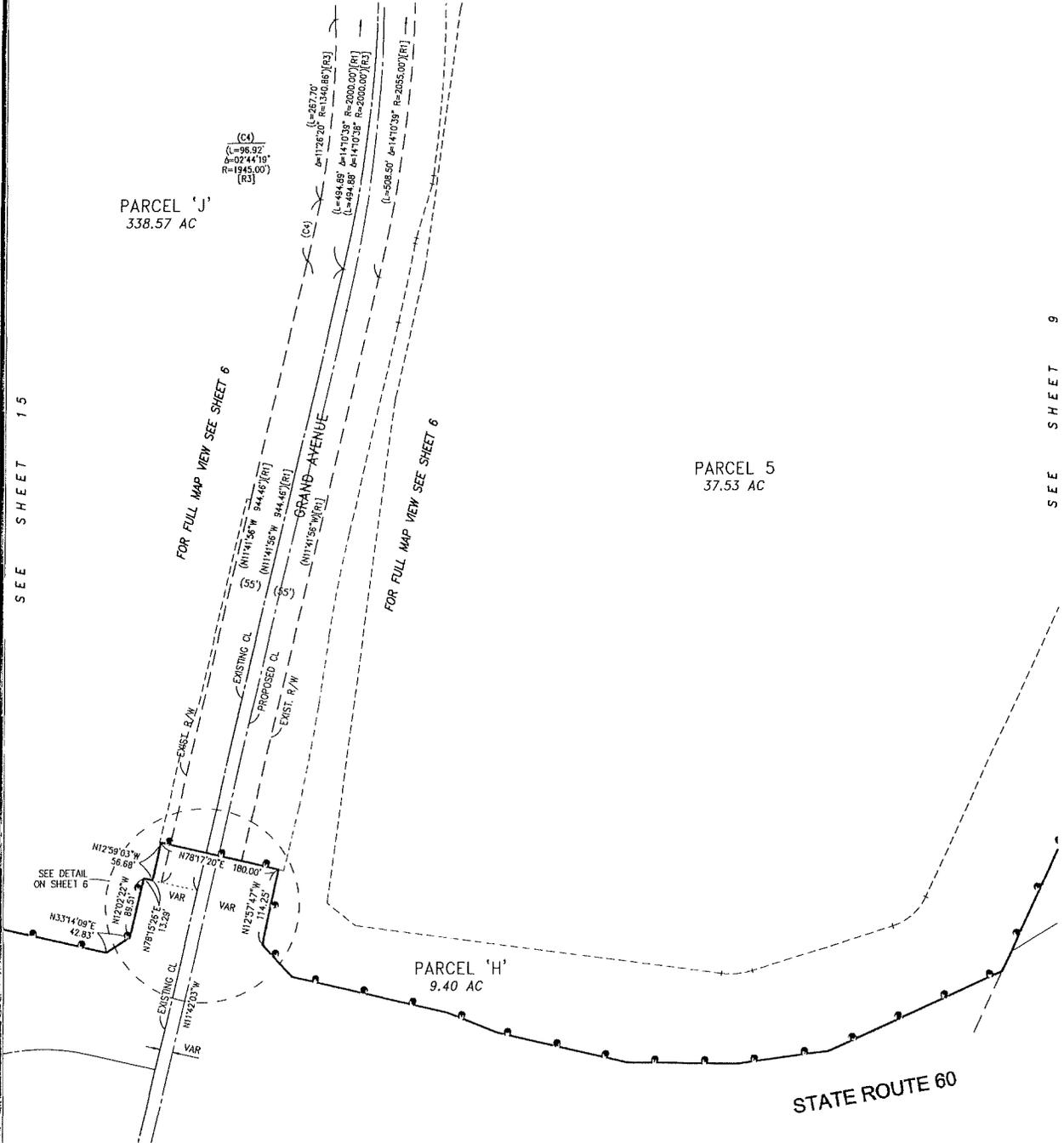
(C4)  
C=96.35'  
B=97.44'  
R=1945.00'  
(R3)

FOR FULL MAP VIEW SEE SHEET 6

FOR FULL MAP VIEW SEE SHEET 6

PARCEL 5  
37.53 AC

SEE SHEET 9



SEE DETAIL ON SHEET 6

PARCEL 'H'  
9.40 AC

STATE ROUTE 60

EXISTING CL  
PROPOSED CL  
EXIST. R/W

EXIST. R/W

VAR

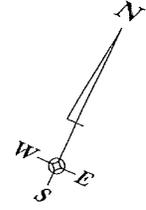
40/46

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

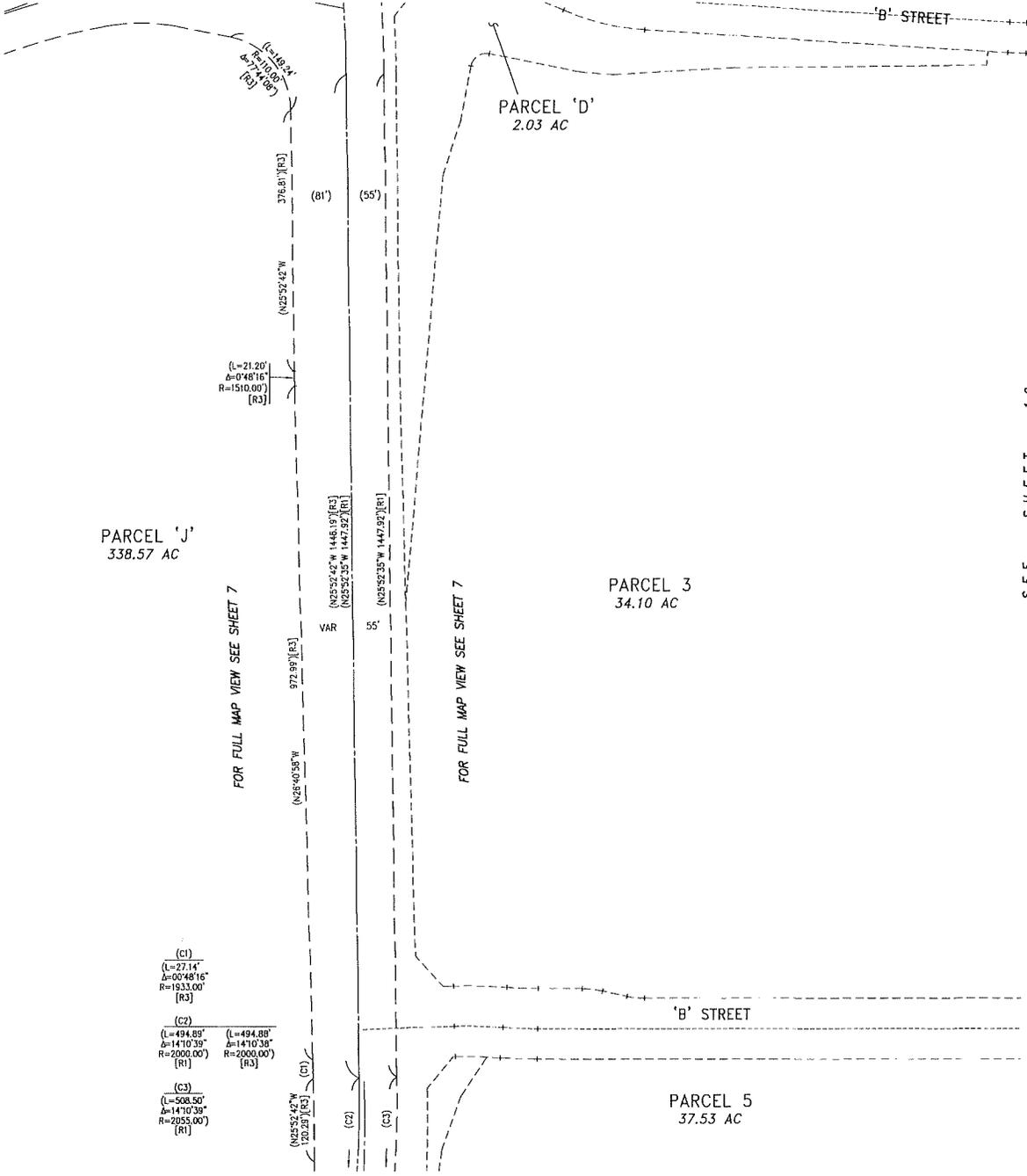
CARLOS URERA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 19

SEE SHEET 15

SEE SHEET 10



PARCEL 'J'  
338.57 AC

PARCEL 'D'  
2.03 AC

PARCEL 3  
34.10 AC

PARCEL 5  
37.53 AC

(C1)  
(L=27.14'  
Δ=0°48'16"  
R=1933.00')  
[R3]

(C2)  
(L=494.89'  
Δ=141°0'39"  
R=2000.00')  
[R1]

(C3)  
(L=508.50'  
Δ=141°0'39"  
R=2055.00')  
[R1]

(L=494.89'  
Δ=141°0'39"  
R=2000.00')  
[R3]

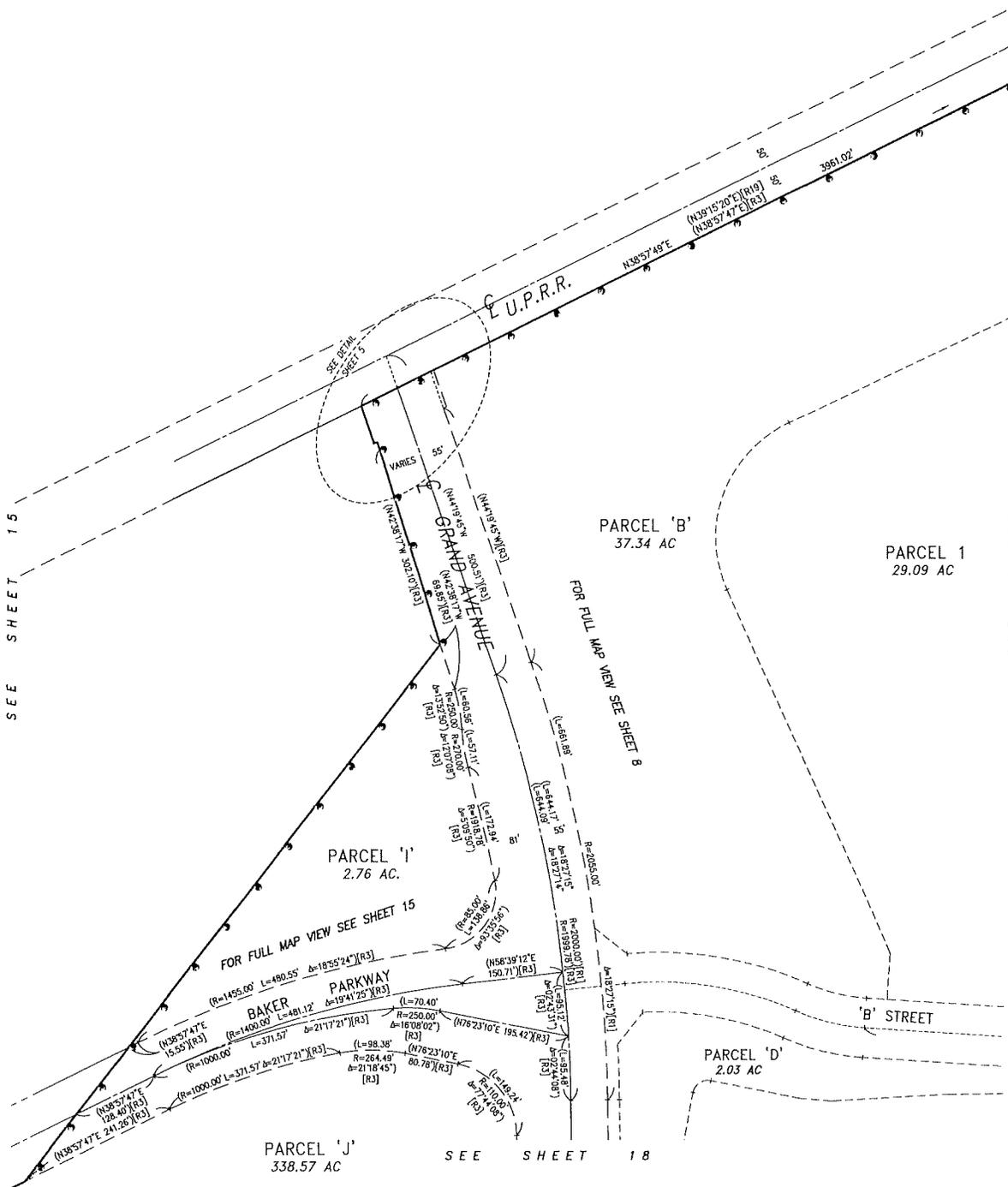
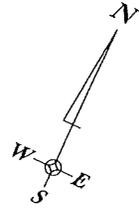
SEE SHEET 17

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 15

SEE SHEET 11

SEE SHEET 18

PARCEL 'B'  
37.34 AC

PARCEL 1  
29.09 AC

PARCEL 'I'  
2.76 AC

PARCEL 'D'  
2.03 AC

PARCEL 'J'  
338.57 AC

401/48

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

SHEET 20 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

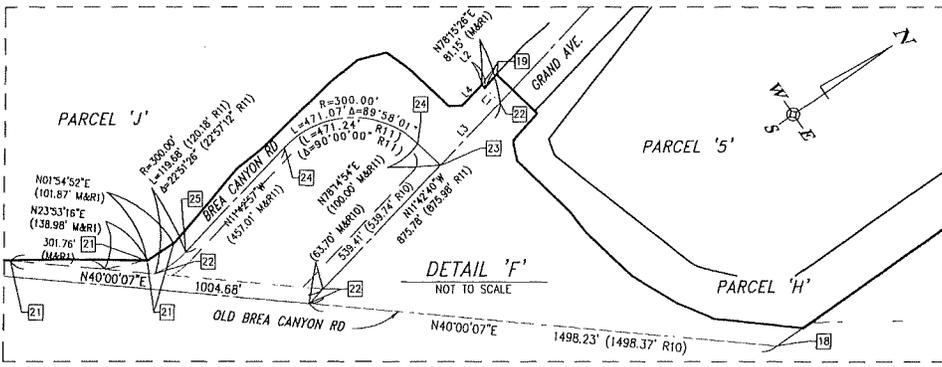
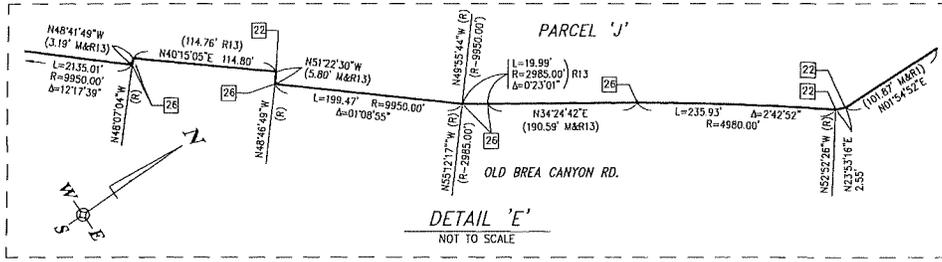
CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

### RECORD REFERENCES

- R1 PARCEL MAP NO. 8024, PMB 99/3-4
- R2 RS 174/1-3
- R3 PARCEL MAP NO. 318, PMB 308/8-16
- R4 PWFB 1233/610
- R5 RS 76/51-56
- R6 TRACT MAP NO. 28065, MB 839/35-36
- R7 TRACT MAP NO. 27836, MB 777/30-31
- R8 TRACT MAP NO. 28058, MB 786/4-6
- R9 TRACT MAP NO. 28039, MB 786/1-3
- R10 RS 276/26-28
- R11 RS 239/87-89
- R12 INST. NO. 02-1136863, O.R., DATED 5/18/2002
- R13 INST. NO. 2015-0393777, O.R., DATED 4/9/2015
- R14 INST. NO. 2016-0256778, O.R., DATED 3/9/2016
- R15 TRACT MAP NO. 33069, MB 974/1-7
- R16 TRACT MAP NO. 42173, MB 1055/56-57
- R17 TRACT MAP NO. 39833, MB 1035/38-41
- R18 LLA 68, INST. NO. 06-1559660, O.R., REC. 7-14-2005
- R19 RS 32/9
- R20 TRACT MAP NO. 28092, MB 819/37-38
- R21 TRACT MAP NO. 28037, MB 777/64-67
- R22 TRACT MAP NO. 29136, MB 771/34-39
- R23 STREET AND HIGHWAY EASEMENT INST. NO. 2015-1152795 O.R., REC. 9/17/2015
- R24 INST. NO. 2016-0256779, O.R., DATED 3/9/2016
- R25 INST. NO. 2016-0256777, O.R., DATED 3/9/2016
- R26 RS 225/98
- R27 PWFB 1133/802
- R28 CITY OF INDUSTRY CENTERLINE TIES L81
- R29 CITY OF INDUSTRY CENTERLINE TIES L84
- R30 CITY OF INDUSTRY CENTERLINE TIES L83
- R31 PWFB 1233/57A
- R32 RS 161/87-91

### EASEMENT NOTES

- ① SCE PUBLIC UTILITIES EASEMENT, REC 8/30/68, INST. NO. 4418, O.R.
- ② STATE OF CALIFORNIA DRAINAGE EASEMENT, REC. 8/30/68, INST. NO. 4419, BK D4118, PG 608 & REC. 11/17/69, INST. NO. 2961, BK D4557, PG 11, O.R.
- ③ COUNTY OF LOS ANGELES PUBLIC STREET & HIGHWAY IRREVOCABLE OFFER OF DEDICATION, REC 9/18/70, INST. NO. 3369, O.R.
- ④ LOS ANGELES COUNTY SANITATION DISTRICT No. 21 SEWER EASEMENT, REC 7/17/72, BK D-5534, PG 531, O.R.
- ⑤ LOS ANGELES COUNTY TEMP CONSTRUCTION EASEMENT, REC 7/17/72, BK D-5534, PG 531, O.R.
- ⑥ COUNTY OF LOS ANGELES SLOPE EASEMENT, SHOWN ON PARCEL MAP NO. 8024, BK 99, PG 3-4
- ⑦ DIAMOND BAR DEVELOPMENT CORP SLOPE & STORM DRAIN EASEMENT, REC 9/7/82, INST. NO. 82-908233, O.R.
- ⑧ COUNTY OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STORM DRAIN EASEMENT, REC 10/19/82, INST. NO. 82-1093989, O.R. AND 11/28/83, INST. NO. 83-1398087, O.R.
- ⑨ COUNTY OF LOS ANGELES STORM DRAIN EASEMENT, REC 10/29/82, INST. NO. 82-1093994, O.R.
- ⑩ CITY OF INDUSTRY STREET EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑪ CITY OF INDUSTRY STORM DRAIN EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑫ CITY OF INDUSTRY PUB UTILITY EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑬ CITY OF INDUSTRY DEBRIS BASIN EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑭ CITY OF INDUSTRY INGRESS & EGRESS EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑮ CITY OF INDUSTRY STREET WIDENING EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑯ CITY OF INDUSTRY PUBLIC ROAD EASEMENT, REC 8/8/88, INST. NO. 88-1246248, O.R.
- ⑰ SCE PUBLIC UTILITIES EASEMENT, REC 12/11/2002, INST. NO. 02-3033770, O.R.
- ⑱ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/9/2015, INST. NO. 20150393777, O.R.
- ⑳ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/24/2015, INST. NO. 20150465636, O.R.
- ㉑ SCE PUBLIC UTILITIES EASEMENT, REC 5/26/2015, INST. NO. 20150607488, O.R.
- ㉒ SCE PUBLIC UTILITIES EASEMENT, REC 8/19/2015, INST. NO. 20151018002, O.R.
- ㉓ CITY OF INDUSTRY STREET & HIGHWAY EASEMENT, REC 9/17/2015, INST. NO. 20151152795, O.R.
- ㉔ SCE PUBLIC UTILITIES EASEMENT & RELINQUISHMENT, REC 3/11/2016, INST. NO. 20160268622, O.R.
- ㉕ WALNUT VALLEY WATER DISTRICT EASEMENT, REC. 7/2/2018, INST. NO. 20180588919, O.R.



### MONUMENT & ESTABLISHMENT NOTES

SET 1" I.P. JAGGED "PLS 8234"; OR AN 8" SPIKE AND WASHER STAMPED "PLS 8234" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE; OR LEAD, TACK AND TAG STAMPED "PLS 8234" IN CONCRETE, AT ALL PARCEL CORNERS, AND AT ALL STREET CENTERLINE ANGLE POINTS, BCS AND ECS, OR AS NOTED.

SET NAIL AND TAG, "PLS 8234" IN TOP OF CURB ON PROLONGATION OF SIDE PARCEL LINES.

- 51 FD. SCRIBE "X", IN CONC. FITS TIES PER R30, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND CROSSING PKWY (FORMERLY CHERYL LN) & BAKER PKWY R3.
- 52 FD. LEAD TACK AND TAG "LS 5490" ON BRIDGE ABUTMENT, ACCEPTED AS POINTS ON THE SOUTHERLY LINE OF UPRR PER R3.
- 53 SEARCHED, NOTHING FOUND, ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE SOUTHEAST AND THE SOUTHEASTERLY LINE OF BAKER PARKWAY PER R18.
- 54 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R1.

### LINE DATA

| NO. | BEARING     | DISTANCE             |
|-----|-------------|----------------------|
| L1  | N78°15'26"E | 67.88'               |
| L2  | N78°15'26"E | (13.29' W & R14)     |
| L3  | N11°42'40"W | 272.67' (272.52 R10) |
| L4  | N12°02'22"W | (89.51' M & R14)     |

LEGAL DESCRIPTION

**Vacation of Easement for Covered Storm Drain Purposes**

THOSE PORTIONS OF THOSE CERTAIN EASEMENTS FOR COVERED STORM DRAIN PURPOSES, AS DEDICATED ON PARCEL MAP No.318, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 308, PAGES 8 THROUGH 16, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL "J" OF PARCEL MAP No. 352, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 401, PAGES 29 THROUGH 48, INCLUSIVE OF PARCEL MAPS, IN SAID OFFICE OF SAID COUNTY RECORDER.

---

Vladislav Skrejev, PLS No.8363

CNC Engineering

Checked by: \_\_\_\_\_ March 25, 2019

Job No. MP 99-31#16      Legal No. 953

LEGAL DESCRIPTION

**Vacation of Easement for Ingress and Egress Purposes**

THOSE PORTIONS OF THOSE CERTAIN EASEMENTS FOR INGRESS AND EGRESS PURPOSES, AS DEDICATED ON PARCEL MAP No.318, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 308, PAGES 8 THROUGH 16, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL "J" OF PARCEL MAP No. 352, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 401, PAGES 29 THROUGH 48, INCLUSIVE OF PARCEL MAPS, IN SAID OFFICE OF SAID COUNTY RECORDER.

---

Vladislav Skrejev, PLS No.8363

CNC Engineering

Checked by: \_\_\_\_\_ March 25, 2019

Job No. MP 99-31#16      Legal No. 955

LEGAL DESCRIPTION

**Vacation of Easement for Debris Basin Purposes**

THOSE PORTIONS OF THOSE CERTAIN EASEMENTS FOR DEBRIS BASIN PURPOSES, AS DEDICATED ON PARCEL MAP No.318, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 308, PAGES 8 THROUGH 16, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL "J" OF PARCEL MAP No. 352, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 401, PAGES 29 THROUGH 48, INCLUSIVE OF PARCEL MAPS, IN SAID OFFICE OF SAID COUNTY RECORDER.

---

Vladislav Skrejev, PLS No.8363

CNC Engineering

Checked by: \_\_\_\_\_ March 25, 2019

Job No. MP 99-31#16 Legal No. 954

# EXHIBIT B3 PARCEL MAP NO. 318

MAY 2 Grant

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PORTIONS OF SECTIONS 4, 8 AND 9, TOWNSHIP 2 SOUTH,  
RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF  
SAID LANDS FILED IN THE DISTRICT LAND OFFICE, SEPTEMBER 28, 1968.

FILED  
AT REQUEST OF OWNER  
MAR 21 2004  
MIN 2 PAST 3 P.M.  
IN BOOK 308  
AT PAGE 8-16  
OF PARCEL MAPS  
LOS ANGELES COUNTY, CA.  
Registrar-Recorder/County Clerk  
By Eric J. Ramsey  
Deputy  
FEE \$ 30.-  
P.A. Z.

### OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE TO THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS, AND INGRESS & EGRESS EASEMENTS, ALL AS SHOWN ON SAID MAP.

INDUSTRY URBAN - DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND PUBLIC, OWNER

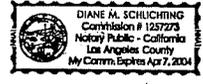
Rolene Harrison  
ROLENE HARRISON, CHAIRPERSON  
Annie Faure  
ANNIE FAURE - SECRETARY  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ON 2-26-02 BEFORE ME Diana M. Schlichting, a Notary Public,  
PERSONALLY APPEARED Rolene Harrison and Annie Faure

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY(IES), AND THAT BY THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Diana M. Schlichting  
MY COMMISSION EXPIRES April 7, 2004



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 786,975.00 HAS BEEN FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO./PARCEL MAP NO. 318 AS REQUIRED BY LAW.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY Armando C. Arguello  
DEPUTY 03/21/02

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE INDUSTRY URBAN-DEVELOPMENT AGENCY IN SEPTEMBER 1999. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING NOTIFIED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS, NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP; AND THAT REQUIRED TIE NOTES TO CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME LIMITATIONS STATED ABOVE.

Robert C. Olson  
ROBERT C. OLSON, PLS 5490  
EXPIRATION DATE: 9-30-2004  
PSOMAS AND ASSOCIATES

DATE 02.13.2002



### SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)3A(1)-(v)(11) OF THE SUBDIVISION MAP ACT: THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED SEPTEMBER 11, 1911 IN BOOK 4706, PAGE 125 OF DEEDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED APRIL 23, 1963 IN BOOK D 2002, PAGE 315, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER LINE PURPOSES BY DEED RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4196, OFFICIAL RECORDS.

CITY OF INDUSTRY, HOLDER OF A EASEMENT FOR PUBLIC ROAD AND HIGHWAY RECORDED AUGUST 8, 1988 AS INSTRUMENT NO. 88-1246248, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER AND APPURTENANCE PURPOSES BY DEED RECORDED JULY 17, 1998 AS INSTRUMENT NO. 98-1223441, OFFICIAL RECORDS.

MCI WORLDWIDE NETWORK SERVICES, INC., HOLDER OF A RIGHT OF WAY AND EASEMENT OF TELECOMMUNICATIONS TRANSMISSION SYSTEM PURPOSES BY DOCUMENT RECORDED JUNE 13, 2001 AS INSTRUMENT NO. 01-1018794, OFFICIAL RECORDS.

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)3C OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

UPLAND INDUSTRIES CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF INTEREST IN OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO, OIL GAS, OR OTHER HYDROCARBON SUBSTANCES; RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS.

### BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 26°21'55" EAST ON THE CENTERLINE OF BRECA CANYON ROAD SHOWN ON PARCEL MAP NO. 256 FILED IN PARCEL MAP BOOK 239, PAGES 67 THROUGH 73, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

### SIGNATURE OMISSIONS CON'T.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED JANUARY 22, 2002 AS INSTRUMENT NO. 02-0162733, OFFICIAL RECORDS.

### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IS CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERNATIONS THEREOF. THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISIONS ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Clement N. Calvillo  
CLEMENT N. CALVILLO, R.C.E. 27743  
EXPIRATION DATE: 3-31-2002  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY

DATE 2-14-02



### CITY CLERK'S CERTIFICATE:

I, JODI, SCRIVENS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A REGULAR MEETING THEREOF HELD ON THE 28th DAY OF February, 2002; AND THAT THEREUPON SAID CITY COUNCIL DID BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DO ACCEPT ON BEHALF OF THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS AND INGRESS & EGRESS EASEMENTS ALL AS SHOWN ON SAID MAP.

DATED THIS DAY 28th DAY OF February, 2002.

Jodi Scrivens  
JODI SCRIVENS, CITY CLERK, CITY OF INDUSTRY.



### LEGEND:

— — — — — INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

◇ INDICATES 1"IP, LS 5490, TO BE SET.



I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY Armando C. Arguello  
DEPUTY 03/21/02

308/9

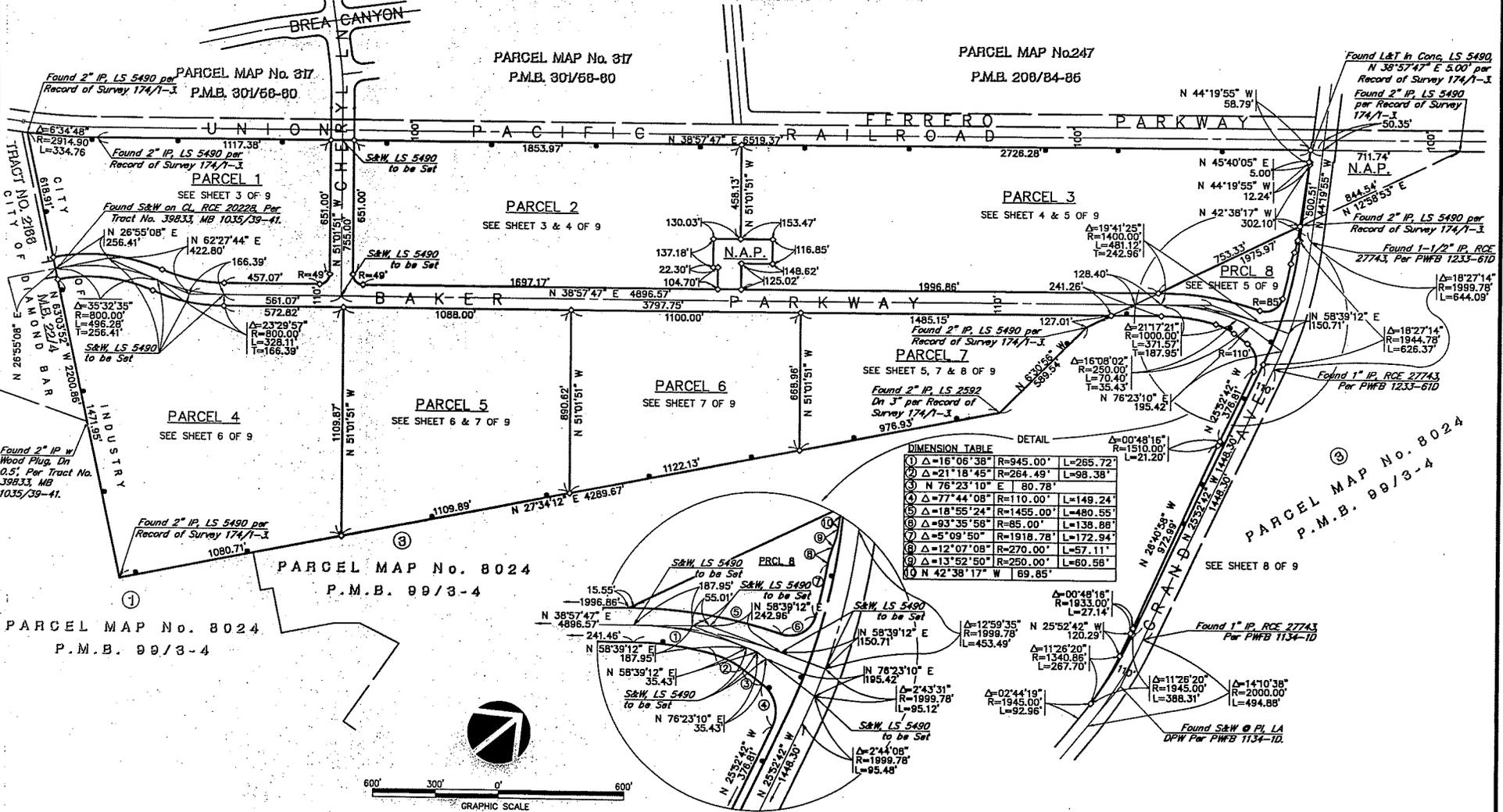
SCALE: 1" = 300'

# PARCEL MAP NO. 318

SHEET 2 OF 9

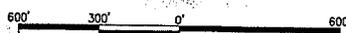
IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

## BOUNDARY & MONUMENTATION MAP



DIMENSION TABLE

|   |             |            |           |
|---|-------------|------------|-----------|
| ① | Δ=16°06'38" | R=945.00'  | L=265.72' |
| ② | Δ=21°18'45" | R=264.49'  | L=98.38'  |
| ③ | Δ=76°23'10" | R=80.78'   | L=80.78'  |
| ④ | Δ=77°44'08" | R=110.00'  | L=149.24' |
| ⑤ | Δ=18°55'24" | R=1455.00' | L=480.55' |
| ⑥ | Δ=93°35'58" | R=85.00'   | L=138.88' |
| ⑦ | Δ=5°09'50"  | R=1918.78' | L=172.94' |
| ⑧ | Δ=12°07'08" | R=270.00'  | L=57.11'  |
| ⑨ | Δ=13°52'50" | R=250.00'  | L=60.58'  |
| ⑩ | Δ=42°38'17" | R=89.65'   | L=89.65'  |



Note: For reduced sized prints, original scale is in inches

308/9

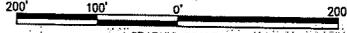
BOOK 308 PAGE 9

308/10

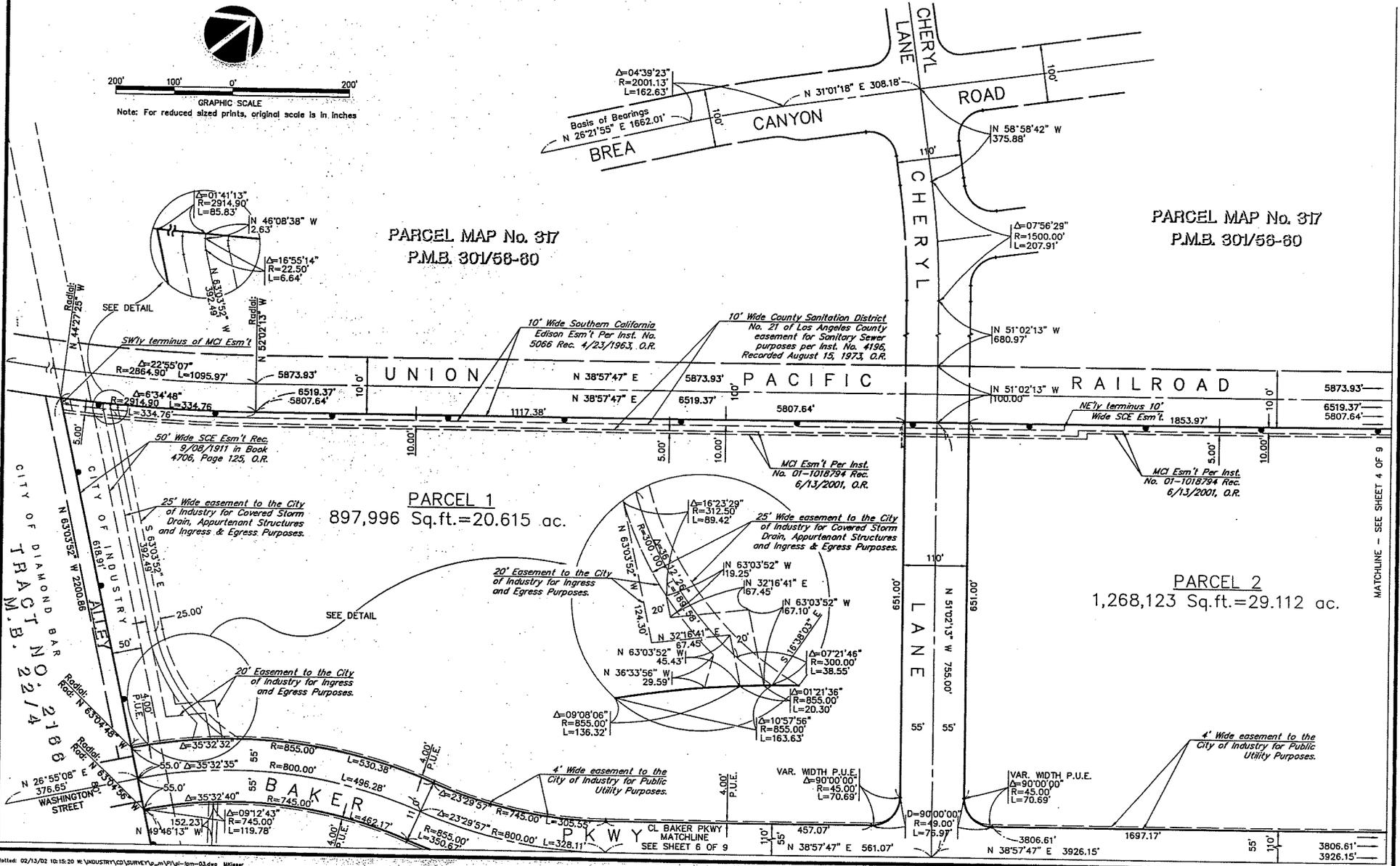
# PARCEL MAP NO. 318

SHEET 3 OF 9

SCALE: 1" = 100'



GRAPHIC SCALE  
Note: For reduced sized prints, original scale is in inches



CITY OF DIAMOND BAR TRACT NO. 2188

WASHINGTON STREET

CL BAKER PKWY MATCHLINE SEE SHEET 6 OF 9

308/10

BOOK 308 PAGE 10



308/12

SCALE: 1" = 100'

# PARCEL MAP NO. 318

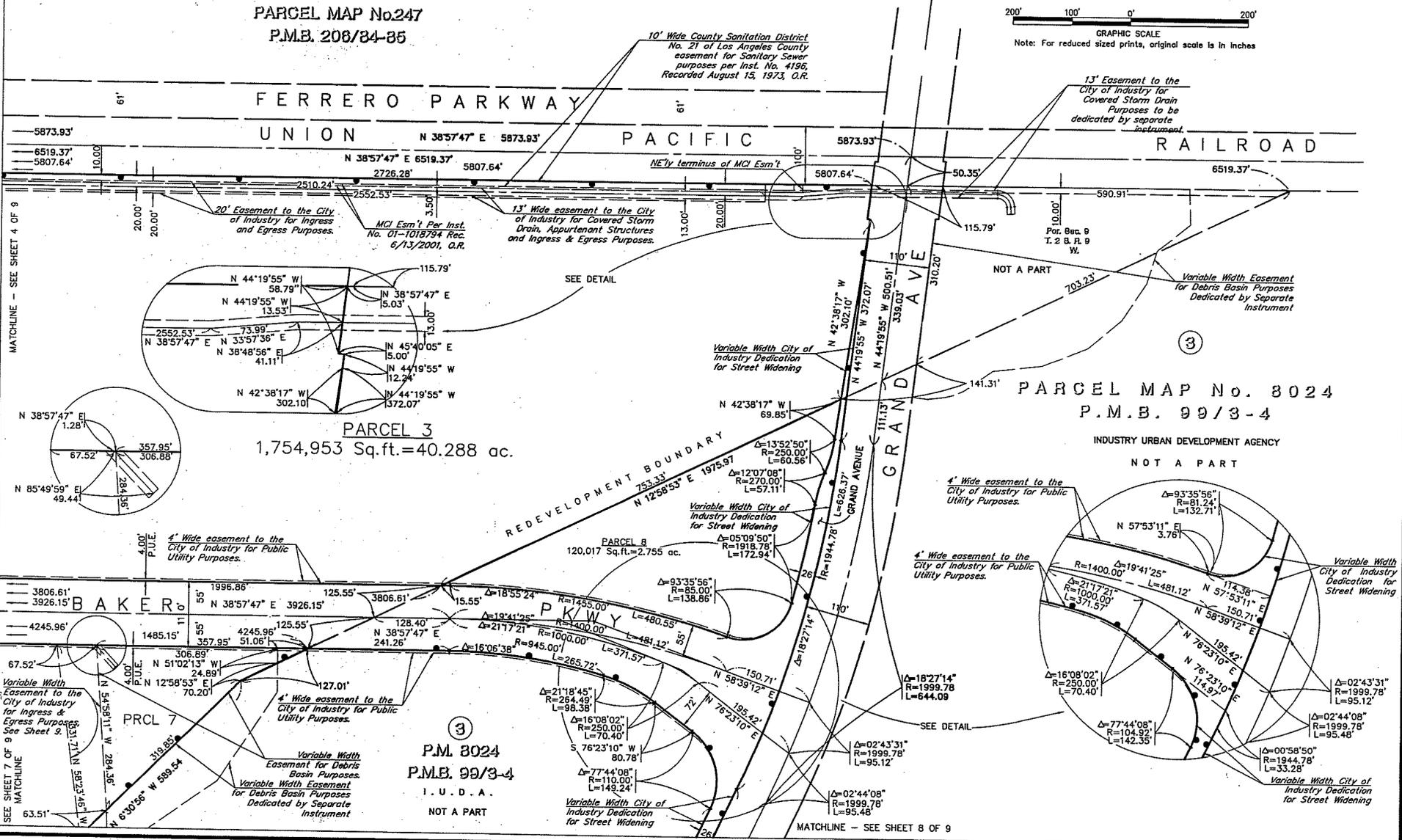
SHEET 5 OF 9



200' 100' 0' 200'  
GRAPHIC SCALE  
Note: For reduced sized prints, original scale is in inches

PARCEL MAP No.247  
P.M.B. 206/84-85

FERRERO PARKWAY  
UNION PACIFIC RAILROAD



PARCEL 3  
1,754,953 Sq.ft.=40.288 ac.

PARCEL MAP No. 8024  
P.M.B. 99/3-4

INDUSTRY URBAN DEVELOPMENT AGENCY  
NOT A PART

P.M. 8024  
P.M.B. 99/3-4

I. U. D. A.  
NOT A PART

MATCHLINE - SEE SHEET 4 OF 9

SEE SHEET 7 OF 9  
MATCHLINE

MATCHLINE - SEE SHEET 8 OF 9

308/12

BOOK 308 PAGE 12





SCALE: 1" = 100'

# PARCEL MAP NO. 318

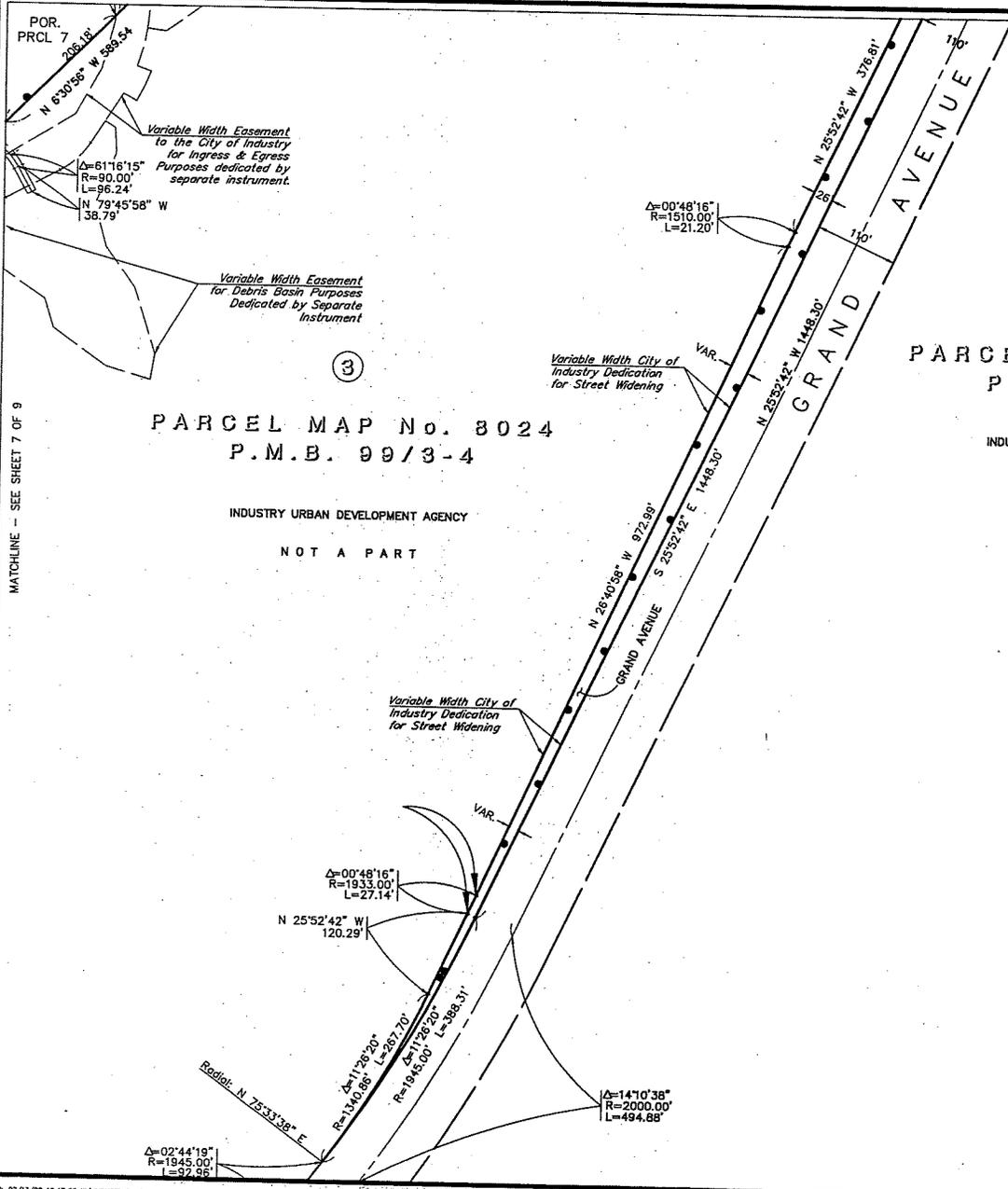
308/15

BOOK 308 PAGE 15

SHEET 8 OF 9

MATCHLINE - SEE SHEET 5 OF 9

MATCHLINE - SEE SHEET 7 OF 9

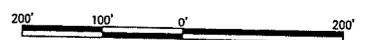


③  
 PARCEL MAP No. 8024  
 P.M.B. 99/3-4

INDUSTRY URBAN DEVELOPMENT AGENCY  
 NOT A PART

③  
 PARCEL MAP No. 8024  
 P.M.B. 99/3-4

INDUSTRY URBAN DEVELOPMENT AGENCY  
 NOT A PART



GRAPHIC SCALE  
 Note: For reduced sized prints, original scale is in inches

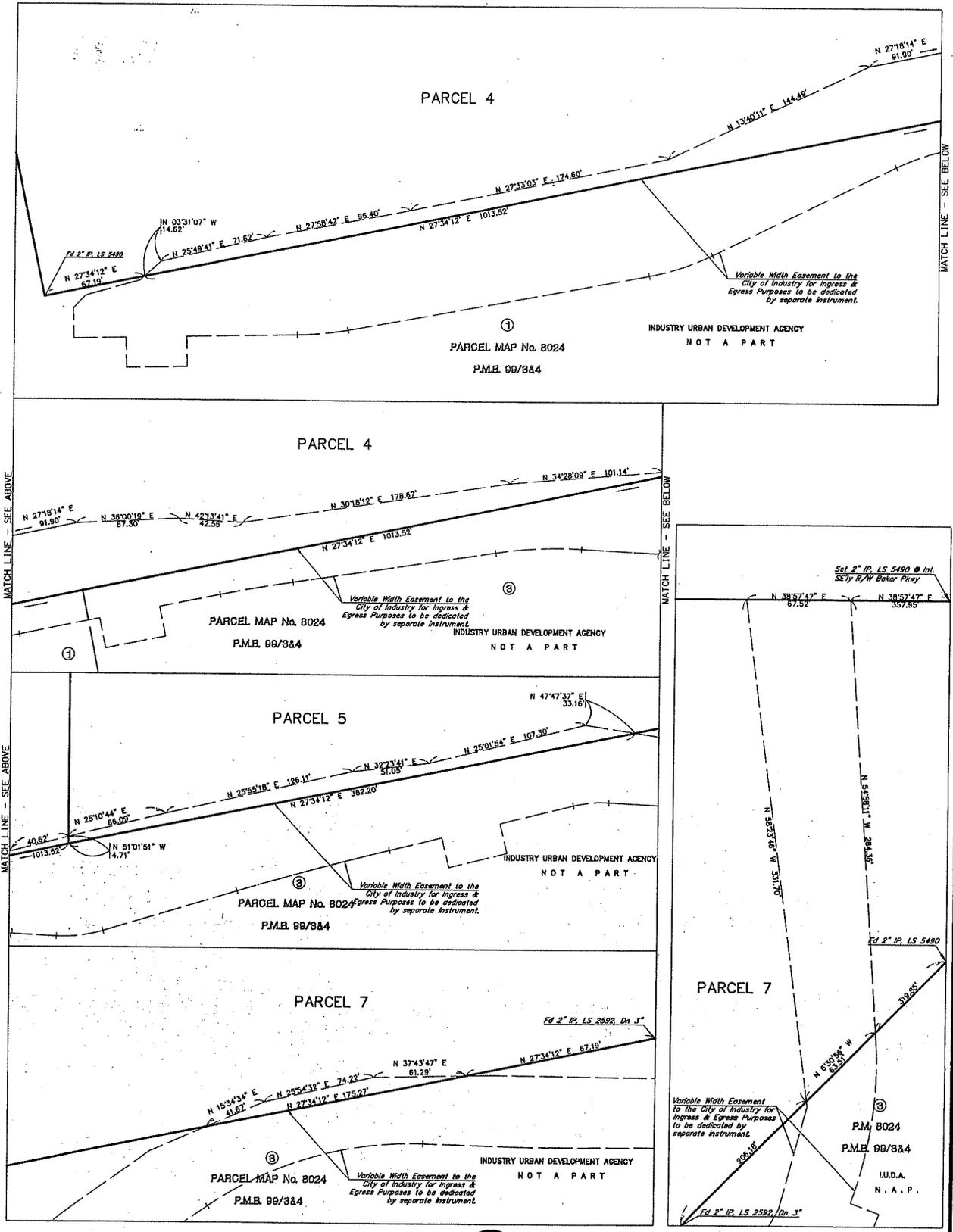
Plotted: 02/13/02 10:17:28 W:\INDUSTRY\CD\SURVEY\p\_m\pml-fm-08.dwg M:Kear

SCALE: 1" = 40'

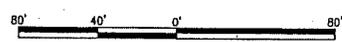
# PARCEL MAP NO. 318

SHEET 9 OF 9

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



**PSOMAS**  
 11511 Hill Street, Suite 202  
 Los Angeles, CA 90025-1022  
 (310) 554-3700 (fax) 554-3777 (fax)



GRAPHIC SCALE  
 Note: For reduced sized prints, original scale is in inches

Parcel: 02/23/02 10:16:02 W:\INDUSTRY\CASARETO\318\318-99-384.dwg

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCELS 1, 2 AND 3 OF OF PARCEL MAP NO. 8024 FILED IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, TOGETHER WITH A PORTION OF PARCEL 7 OF PARCEL MAP NO. 318 FILED IN BOOK 308, PAGES 8 THROUGH 16 OF PARCEL MAPS, TOGETHER WITH PORTIONS OF SECTIONS 3, 4, 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, FEBRUARY 28, 1868 AND PORTIONS OF GRAND AVENUE OF VARIOUS WIDTHS, ALL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## EXHIBIT B3

CARLOS UREÑA  
PBLA ENGINEERING, INC. LS 8234

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF INDUSTRY ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, AND HEREBY DEDICATE TO THE CITY OF INDUSTRY A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP TOGETHER WITH ALL USES INCIDENTAL THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY, A PUBLIC BODY, CORPORATE AND PUBLIC, AS OWNER.

BY: [Signature] TITLE: City Manager / Executive Director  
PRINT: TROY Halling

### OWNER'S NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS  
ON 12/12/18, 2018, BEFORE ME, Julie A. Gutierrez-Robles, A NOTARY PUBLIC PERSONALLY APPEARED [Signature] WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL  
Julie A. Gutierrez-Robles [Signature]  
(PRINTED NAME) (SIGNATURE)  
2116062 MY COMMISSION EXPIRES Oct. 22, 2020  
MY COMMISSION NUMBER

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY.

### SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (A)(2)(C) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

THE SIGNATURE(S) OF THE UNIVERSITY OF REDLANDS, A CORPORATION, LOUISE CURRIER RAMSAY, GEORGE CURRIER WHEELER, JOSIE MAY NORTON, CURRIER CARLTON HOLMAN, MARGUERITE HOLMAN, JAMES HUNTER AND HOWARD R. HUNTER, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED SEPTEMBER 14, 1954 IN BOOK 45562, PAGE 144 AND RECORDED FEBRUARY 10, 1955 IN BOOK 46875, PAGE 70, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SUSAN HUNTER FERRY HAAS, JAMES HUNTER, HOWARD R. HUNTER AND GEORGE C. WHEELER, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED SEPTEMBER 14, 1954 IN BOOK 45562, PAGE 148 AND RECORDED FEBRUARY 10, 1955 IN BOOK 46873, PAGE 49, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF ISAAC NEWTON KRAUSHAAR, WHO ACQUIRED TITLE AS, ISAAC N. KRAUSHAAR AND BETH LUCILE KRAUSHAAR, WHO ACQUIRED TITLE AS, BETH L. KRAUSHAAR, HOLDER OF MINERAL RIGHTS, BY DOCUMENT AUGUST 30, 1988 AS INSTRUMENT NO. 4419 IN BOOK D4118, PAGE 608, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURES OF ISAC N. KRAUSHAAR AND BETH L. KRAUSHAAR, HUSBAND AND WIFE AND TIMOTHY YALE KRAUSHAAR, BRUCE CLIFFORD KRAUSHAAR AND NICHOLAS NEWTON KRAUSHAAR, AS CO-TRUSTEES UNDER TRUST AGREEMENT, DATED DECEMBER 26, 1979, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED MARCH 7, 1980 AS INSTRUMENT NO. 80-233146, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF JOHN D. LUSK & SON, A CALIFORNIA CORPORATION, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED JULY 13, 1981 AS INSTRUMENT NO. 81-693009, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF UPLAND INDUSTRIES CORPORATION, A NEBRASKA CORPORATION (SUCCESSOR IN INTEREST BY MERGER TO UPLAND INDUSTRIES CORPORATION, A UTAH CORPORATION), HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN DEVELOPMENT NO. 2, A CALIFORNIA LIMITED PARTNERSHIP, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 82-995494 OFFICIAL RECORDS OF LOS ANGELES COUNTY.

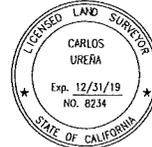
THE SIGNATURE(S) OF JOHN D. LUSK & SON, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED: MARCH 22, 1983 AS INSTRUMENT NO. 83-311898, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

SIGNATURE OMISSIONS CONTINUE ON SHEET 2.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY AND THE STATE OF CALIFORNIA, AS OWNER. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature] 12/12/2018  
CARLOS UREÑA DATE  
L.S. NO. 8234  
EXPIRATION DATE 12/31/19



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

[Signature] Dec 12, 2018  
CLEMENCE N. CALVILLO, R.C.E. 27743 DATE  
REG. EXPIRES: 3/31/2020  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY



### CITY CLERK'S CERTIFICATE

I, JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A SPECIAL MEETING THEREOF HELD ON THE 29 DAY OF November, 2018, AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF INDUSTRY THE INTEREST IN REAL PROPERTY CONVEYED HEREIN FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP.

DATED THIS 12 DAY OF December, 2018.  
[Signature]  
JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK, CITY OF INDUSTRY

### TAX CLEARANCE CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.  
[Signature] 12/18/18  
DEPUTY DATED:



~~I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN FILED WITH EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON THE MAP OF PARCEL MAP NO. 352 AS REQUIRED BY LAW.~~

~~EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.  
DEPUTY DATED:~~

Map / Grant



FILED  
AT REQUEST OF OWNER  
10 MIN PAST 3PM  
IN BOOK 401  
AT PAGE 29-48  
BY PARCEL MAPS  
LOS ANGELES COUNTY, CA  
Register/Recorder/County Clerk  
by R. So  
Deputy  
FEE \$ 65.00

D.A. FEE Code 20 \$ 5.00

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

SHEET 2 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

### SIGNATURE OMISSIONS (CONTINUED):

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66426 (A)(3)(A)(I)-(VII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

THE SIGNATURE(S) OF UNIVERSITY OF REDLANDS, LOUISE CURRIER RAMSAY, GEORGE CURRIER WHEELER, NANCY ESTELLE BACHELDER, CLARENCE ELISHA WILLIAMS, HOWARD ALVAN HUNTER, EDWARD THOMAS HUNTER, MARGIE WARREN, ESTON FIELD, JOHN ENGER, GUSTIA ENGER AND EUGENE GARNER BY DOCUMENT, HOLDER OF AN EASEMENT FOR WELL PIPELINES, RECORDED DECEMBER 7, 1925 AS INSTRUMENT NO. 837 IN BOOK 4433, PAGE 380 AND DECEMBER 7, 1925 AS INSTRUMENT NO. 938 IN BOOK 5183, PAGE 288, BOTH OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF CURRIER CARLTON HOLMAN, JOSE MAY HORTON, MARGUERITE HOLMAN, EUGENE GARNER, JOHN ENGER AND GUSTIA ENGER, HOLDER OF AN EASEMENT FOR WELL PIPELINES, BY DOCUMENT RECORDED DECEMBER 7, 1925 AS INSTRUMENT NO. 939 IN BOOK 5173, PAGE 180 AND DECEMBER 7, 1925 AS INSTRUMENT NO. 940 IN BOOK 5534, PAGE 126, BOTH OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED MAY 27, 1932 IN BOOK 11634, PAGE 114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED JUNE 17, 1932 IN BOOK 11638, PAGE 222, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED FEBRUARY 16, 1950 IN BOOK 32292, PAGE 194, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4418, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4419 IN BOOK D4118, PAGE 608, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY DRAINAGE, BY DOCUMENT RECORDED NOVEMBER 17, 1969 AS INSTRUMENT NO. 2961 IN BOOK D4557, PAGE 11, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, A BODY POLITICAL AND CORPORATE, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED JULY 17, 1972 IN BOOK D5534, PAGE 531, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY, BY DOCUMENT RECORDED SEPTEMBER 18, 1970 AS INSTRUMENT NO. 3369, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED OCTOBER 14, 1975 AS INSTRUMENT NO. 4861 IN BOOK D-6832, PAGE 238, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SLOPE, BY DOCUMENT RECORDED IN PARCEL MAP NO. 8024 IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE DIAMOND BAR DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-908233, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITICAL, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-109389, OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. EASEMENT WAS TRANSFERRED BY DOCUMENT RECORDED NOVEMBER 28, 1983 AS INSTRUMENT NO. 83-1398887, OFFICIAL RECORDS LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-1093994, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, HOLDER OF AN EASEMENT FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES, PUBLIC UTILITY AND INGRESS AND EGRESS, BY DOCUMENT RECORDED IN PARCEL MAP NO. 318 IN BOOK 308, PAGES 8 THROUGH 16 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY, BY DOCUMENT RECORDED AUGUST 8, 1988 AS INSTRUMENT NO. 88-1246248, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, A BODY CORPORATE AND POLITICAL, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED DECEMBER 7, 1988 AS INSTRUMENT NO. 88-1957952, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, A BODY CORPORATE AND POLITICAL, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED APRIL 18, 2002 AS INSTRUMENT NO. 02-0913077, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO. 02-3033770, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 9, 2015 AS INSTRUMENT NO. 20150393777, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 24, 2015 AS INSTRUMENT NO. 20150465636 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MAY 26, 2015 AS INSTRUMENT NO. 20150607488, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 19, 2015 AS INSTRUMENT NO. 20151018002, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY, BY DOCUMENT RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 20151152795, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MARCH 11, 2016 AS INSTRUMENT NO. 20160288622, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT FOR SEWER LINE, BY DOCUMENT RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4186, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF WALNUT VALLEY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED JULY 2, 2016 AS INSTRUMENT NO. 2016056919, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

### RECORD REFERENCES

SEE SHEET 20

### MONUMENT & ESTABLISHMENT NOTES

SET 1" I.P., TAGGED "PLS 8234", OR AN 8" SPIKE AND WASHER STAMPED "PLS 8234" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE; OR LEAD, TACK AND TAG STAMPED "PLS 8234" IN CONCRETE, AT ALL PARCEL CORNERS, AND AT ALL STREET CENTERLINE ANGLE POINTS, BCs AND ECs, OR AS NOTED.

SET NAIL AND TAG, "PLS 8234" IN TOP OF CURB ON PROLONGATION OF SIDE PARCEL LINES.

- 1 FD. 1" I.P., W/PLASTIC PLUG STAMPED "RCE 27743", DOWN 0.4' IN C/L MEDIAN, ACCEPTED AS THE EC/BC OF GRAND AVE. PER R3 AND R10.
- 2 FD. 1" I.P., W/PLASTIC PLUG STAMPED "RCE 27743", DOWN 0.5' IN CL MEDIAN, ACCEPTED AS A POINT ON THE CL OF GRAND AVE. PER R2 AND R10.
- 3 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R4.
- 4 FD. 2" I.P., TAGGED "LS 5490", DOWN 0.4' PER R2. ACCEPTED AS A POINT ON SOUTHERLY RIGHT-OF-WAY OF U.P.R.R.
- 5 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R5. ACCEPTED AS STA. 4 OF F.E. LEWIS-CURRIER RANCH. SET 1" IRON PIPE W/TAG.
- 6 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R5. ACCEPTED AS STA. 3 OF F.E. LEWIS-CURRIER RANCH.
- 7 FD. 2" I.P., NO TAG, ACCEPTED AS STA. 2 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 8 FD. 2" I.P., NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST WESTERLY CORNER OF LOT 13 PER R6, SET TAG.
- 9 FD. 3" BRASS CAP, "ILLEGIBLE", ACCEPTED AS STA. 5 OF F.E. LEWIS-CURRIER RANCH. PER R5.
- 10 FD. 2" I.P., TAGGED "RCE 11349", PER R6, ACCEPTED AS STA. 6 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 11 FD. 2" I.P., NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST NORTHWESTERLY CORNER OF LOT 7 PER R7.
- 12 FD. 2" I.P., NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST SOUTHWESTERLY CORNER OF LOT 1 PER R7.
- 13 FD. 2" I.P., TAGGED "RCE 11349", PER R8, ACCEPTED AS STA. 7 OF F.E. LEWIS-CURRIER RANCH PER R5 & R10.
- 14 FD. 2" I.P., TAGGED "RCE 11349", ACCEPTED AS MOST NORTHWESTERLY CORNER OF LOT 16 PER R8.
- 15 SEARCHED, NOTHING FOUND. ESTABLISHED BY RECORD ANGLE PER R5. ACCEPTED AS STA. 8 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 16 FD. 2" I.P., TAGGED "RCE 11349", ACCEPTED AS TRACT BOUNDARY CORNER AND THE MOST SOUTHWESTERLY CORNER OF LOT 25 PER R6 AND R10.
- 17 SEARCHED, NOTHING FOUND. ESTABLISHED AT RECORD DISTANCE PER R10.
- 18 CALCULATED POSITION PER R5. ACCEPTED AS STA. 9 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 19 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R14.
- 20 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R24.
- 21 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R1.
- 22 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION.
- 23 FD. SPIKE, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND AVE. AND BREA CANYON RD. PER R10 AND R11.
- 24 FD. SPIKE AND WASHER, STAMPED CALTRANS, ACCEPTED AS THE CENTERLINE EC/BC OF BREA CANYON RD. PER R10.
- 25 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R11.
- 26 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R13.
- 27 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R12.
- 28 FD. L&T, TAGGED "RCE 16352", IN LIEU OF A 2" I.P., ACCEPTED AS ANGLE POINT OF THE EASTERLY TRACT BOUNDARY PER R15.
- 29 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF LOT 72 PER R15.
- 30 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHWESTERLY CORNER OF LOT 72 PER R15, HELD FOR LINE.
- 31 FD. 2" I.P., ILLEGIBLE, PIPE BENT ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE NORTHEAST AND THE EASTERLY PROLONGATION OF WASHINGTON ST. (OLD) PER R17.
- 32 FD. L&T, ILLEGIBLE, IN LIEU OF A 2" I.P., ACCEPTED AS ANGLE POINT OF THE SOUTHEASTERLY TRACT BOUNDARY PER R17.
- 33 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF TRACT PER R17.
- 34 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R25.
- 35 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R27. ACCEPTED AS CENTERLINE INTERSECTION OF LYCOMING ST. AND LINCOLN AVE. PER R26 AND R15.
- 36 FD. L&T, TAGGED "RCE 16352", IN LIEU OF A SPIKE AND WASHER, ACCEPTED AS POINT ON THE CENTERLINE OF LYCOMING ST. PER R15.
- 37 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (5.00') FROM OF THE CENTERLINE OF LYCOMING ST PER R15.
- 38 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (0.19') FROM OF THE CENTERLINE OF LYCOMING ST PER R15.
- 39 FD. SPIKE, DN. 0.25', ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST. (OLD) AND LINCOLN AVE. PER R26.
- 40 FD. MAG NAIL AND WASHER "LS 5411", FLUSH IN ASPH, ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST (OLD) AND BREA CANYON RD. PER R26.
- 41 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS POINT ON THE WESTERLY TRACT BOUNDARY PER R3. HELD FOR LINE.
- 42 SEARCHED, NOTHING FOUND. ESTABLISHED BY PROD LINE FROM THE SOUTH AT RECORD DISTANCE (80.93') PER R16.
- 43 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R3.
- 44 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R18.
- 45 FD. L&T, STAMPED "LS 5490", IN LIEU OF 1" I.P., W/PLASTIC PLUG, ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 7 PER R3.
- 46 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST SOUTHERLY CORNER OF PARCEL 8 PER R3.
- 47 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 8 PER R3.
- 48 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R16.
- 49 FD. L&T, STAMPED "LS 5490", IN CONC, ACCEPTED AS BC/EC CENTERLINE OF BAKER PKWY PER R3.
- 50 FD. LEAD TACK AND TAG PER R31, ACCEPTED AS THE "PI" AT GRAND AVENUE AND SPRR PER R32.

MONUMENT & ESTABLISHMENT NOTES CONTINUE ON SHEET 20.

401/31

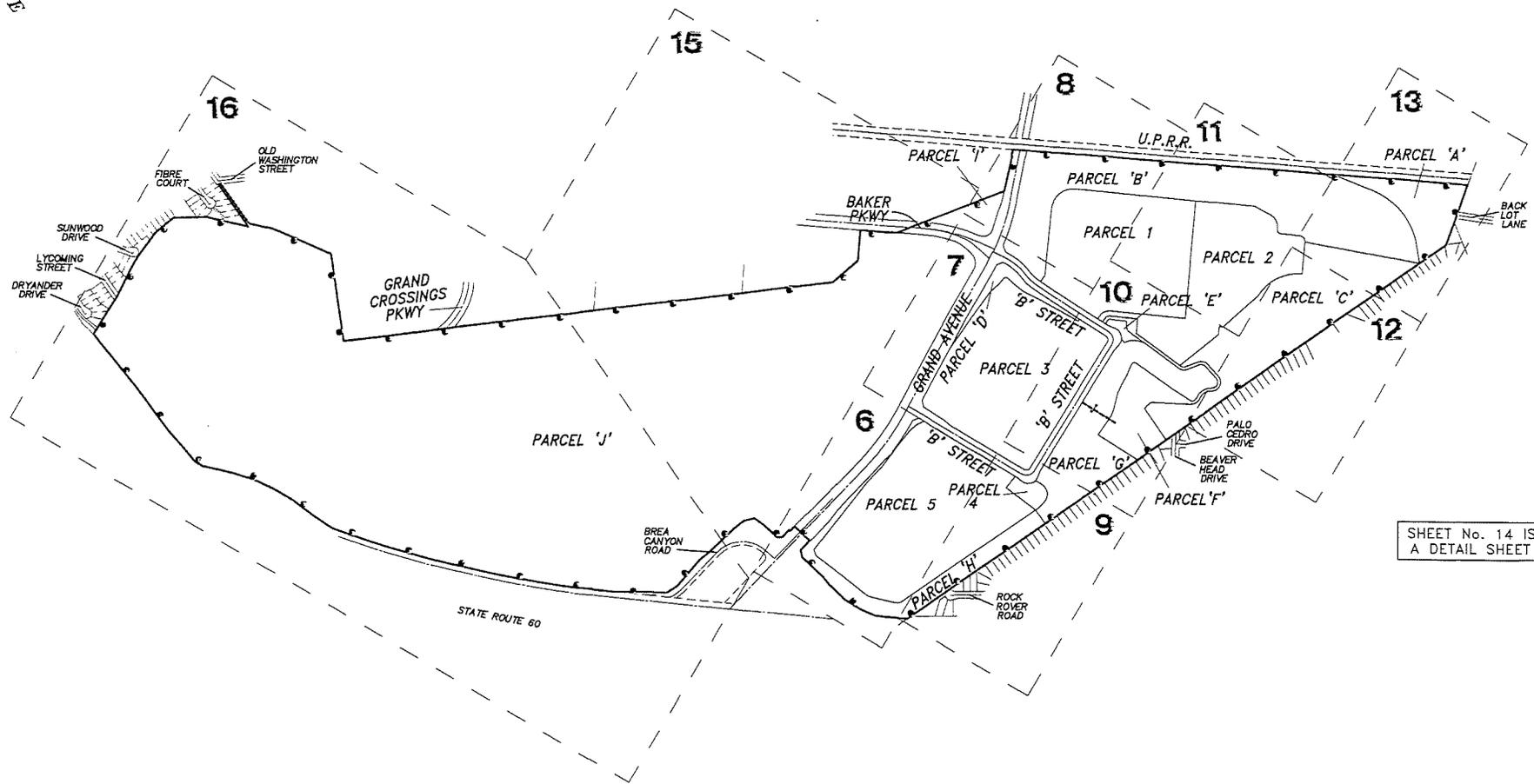
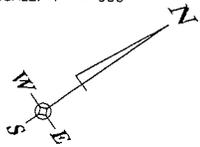
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 600'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS B234  
PBLA ENGINEERING, INC.

INDEX SHEET



SHEET No. 14 IS  
A DETAIL SHEET

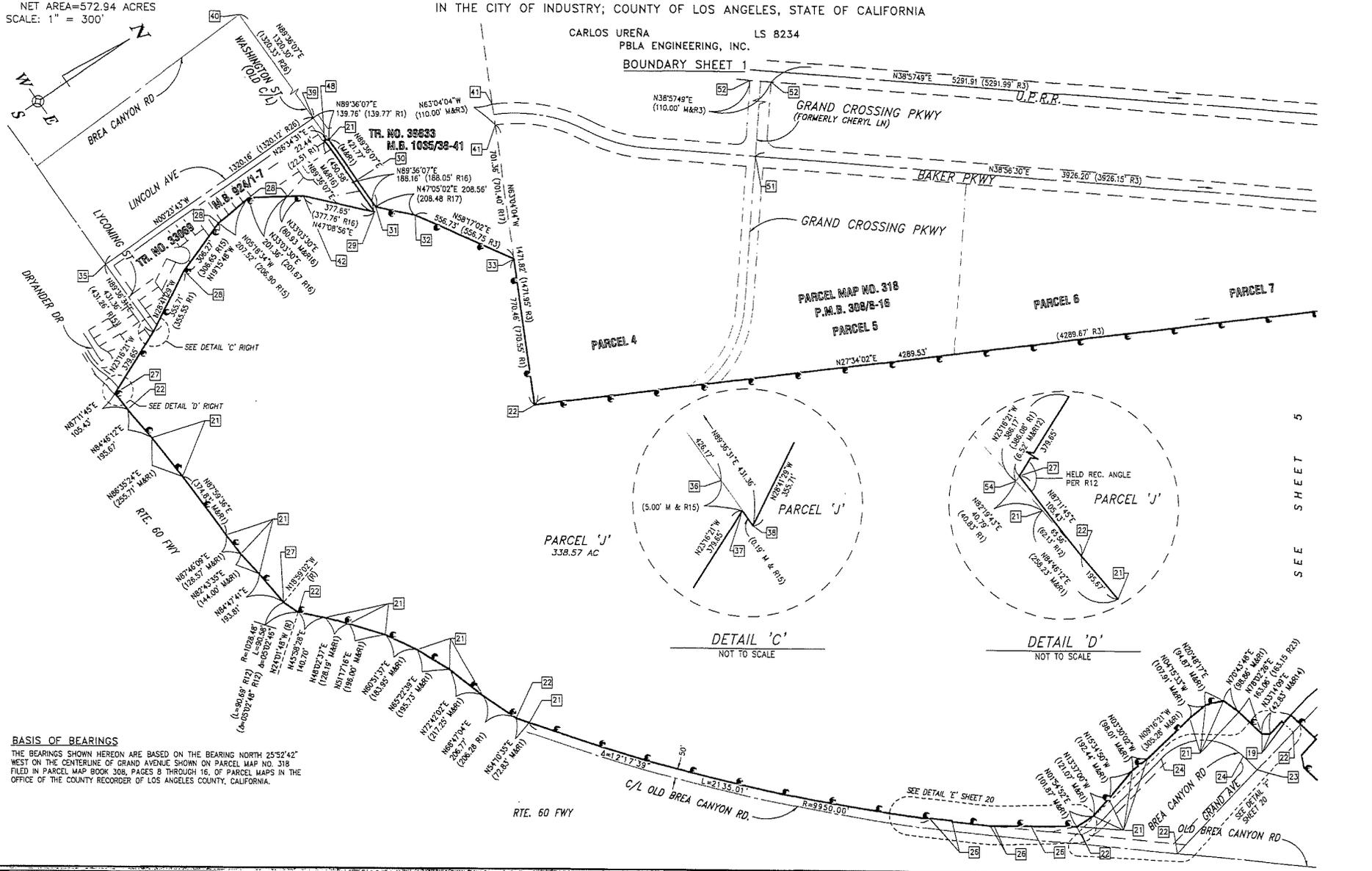
INDICATES DISTINCTIVE BORDER LINE  
PARCEL MAP BOUNDARY

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY; COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.  
BOUNDARY SHEET 1



**BASIS OF BEARINGS**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 25°52'42" WEST ON THE CENTERLINE OF GRAND AVENUE SHOWN ON PARCEL MAP NO. 318 FILED IN PARCEL MAP BOOK 308, PAGES 8 THROUGH 16, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

SEE SHEET 5

401/33

BOOK 401 PAGE 33

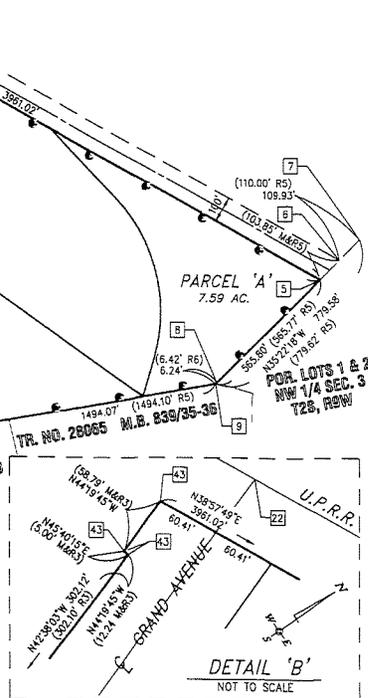
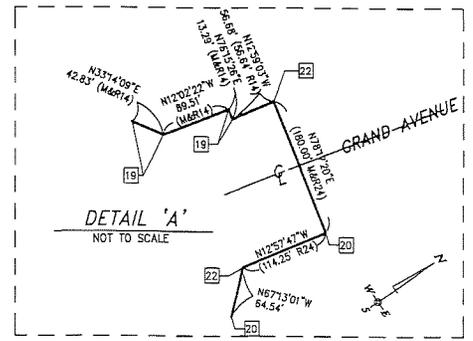
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

SHEET 5 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.  
BOUNDARY SHEET 2



PARCEL 'J'  
338.97 AC

| NO. | BEARING     | DISTANCE          |
|-----|-------------|-------------------|
| L1  | N86°50'02"E | (81.72' M & R25)  |
| L2  | N66°12'24"E | (19.17' M & R25)  |
| L3  | N76°58'16"E | (18.94' M & R25)  |
| L4  | N06°31'06"E | (295.54' M & R25) |

C1

|             |             |
|-------------|-------------|
| L=495.07'   | L=495.11'   |
| Δ=14°10'58" | Δ=14°10'34" |
| R=2000.00'  | R=2000.00'  |

SEE SHEETS 2 AND 20 FOR MONUMENT AND ESTABLISHMENT NOTES

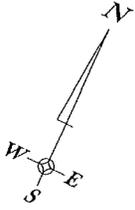
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

SHEET 6 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



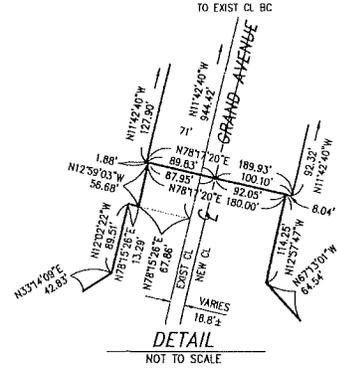
SEE SHEET 7

PARCEL 'J'  
338.57 AC

PARCEL 5  
37.53 AC

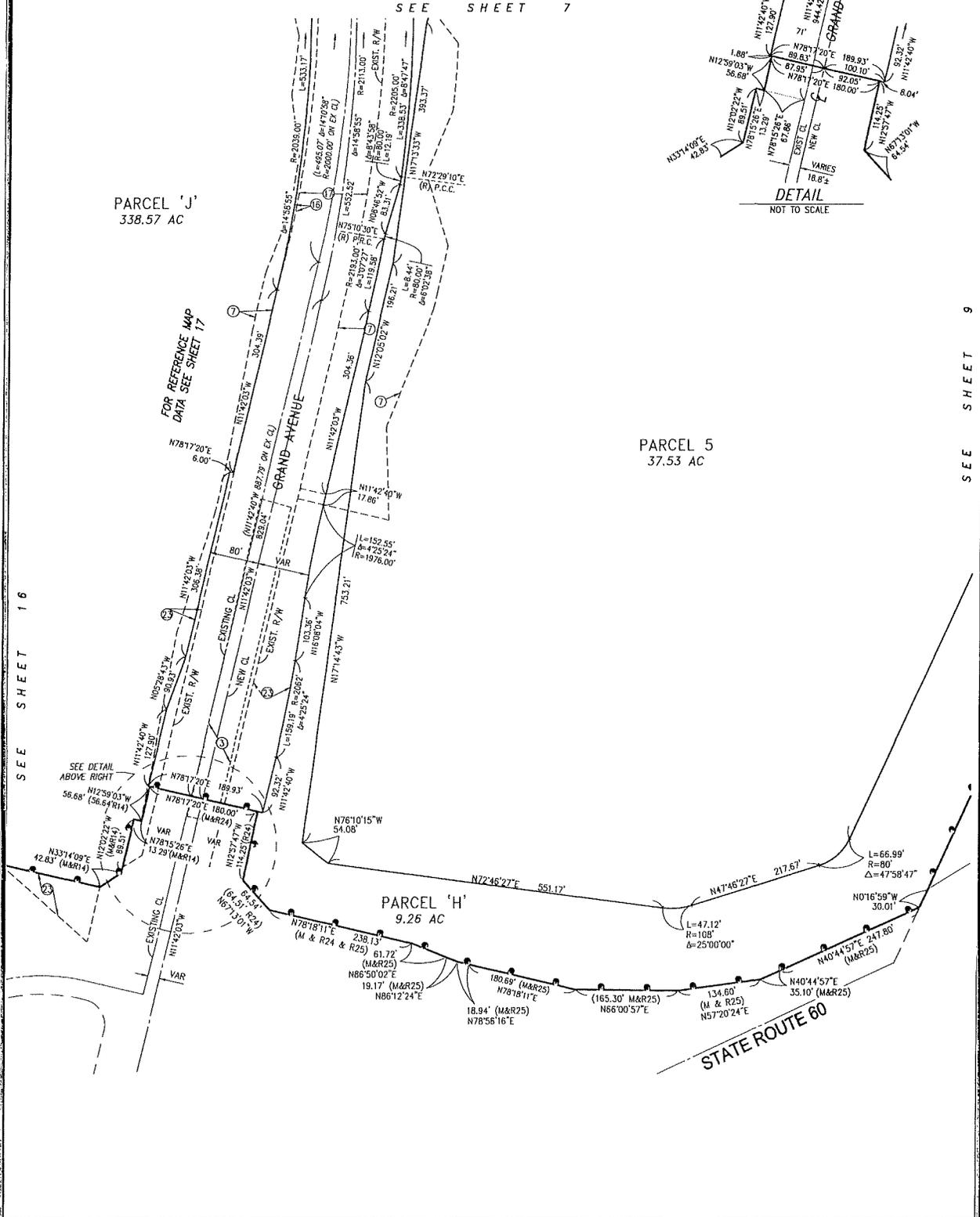
PARCEL 'H'  
9.26 AC

STATE ROUTE 60



SEE SHEET 16

SEE SHEET 9



401/35

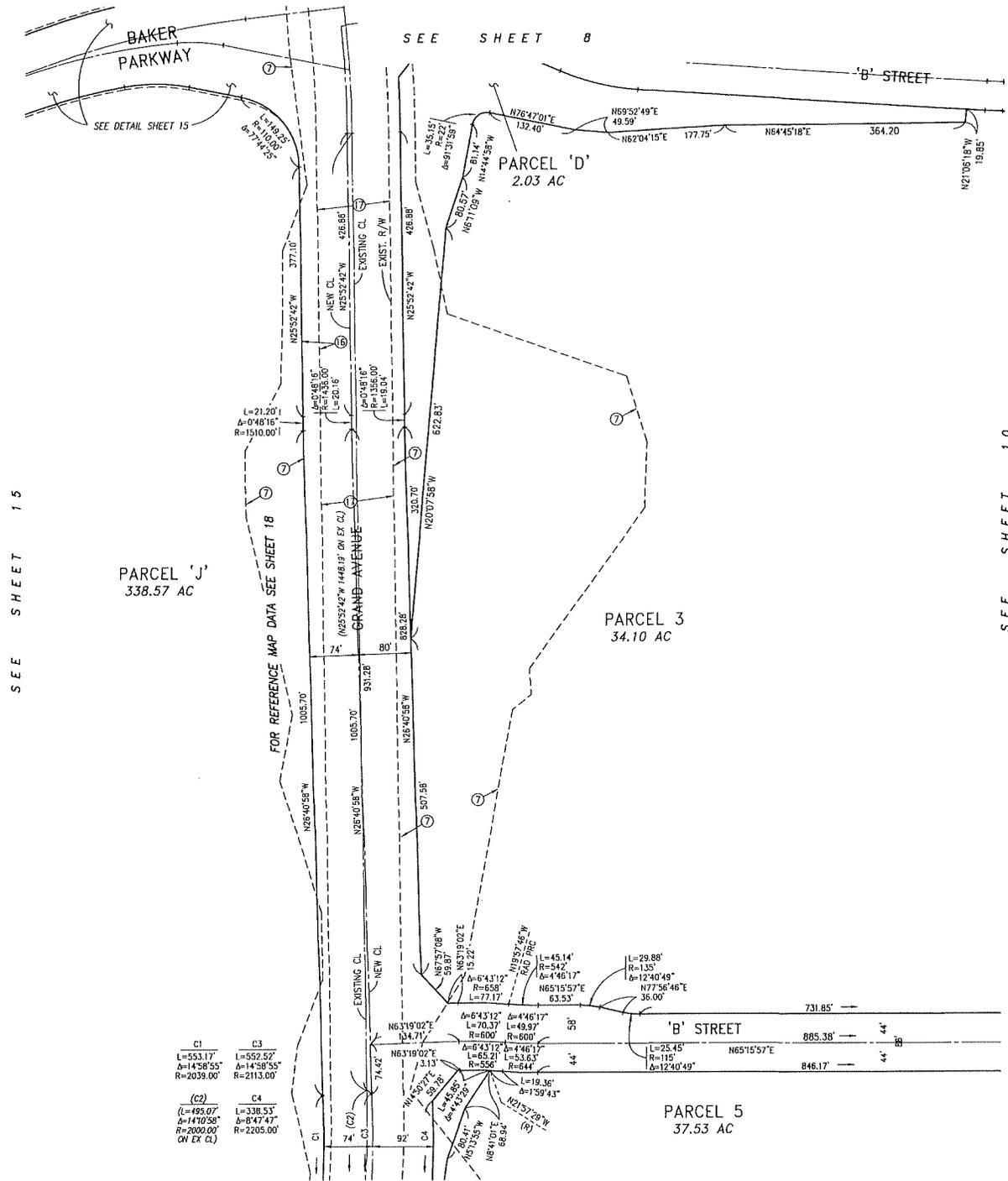
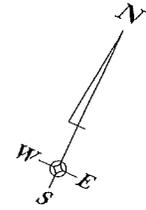
5 NUMBERED PARCELS  
 10 LETTERED PARCELS  
 GROSS AREA=596.65 ACRES  
 NET AREA=572.94 ACRES  
 SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 7 OF 20 SHEETS

CARLOS UREÑA LS 8234  
 PBLA ENGINEERING, INC.



|  |   |
|--|---|
| C1   | C3                                      |
| L=553.17'<br>Δ=143°58'55"<br>R=2039.00'              | L=552.52'<br>Δ=143°58'55"<br>R=2113.00' |
| (C2)   | C4                                      |
| (L=495.07'<br>Δ=141°0'58"<br>R=2000.00'<br>ON EX CL) | (L=338.53'<br>Δ=147°47'<br>R=2205.00'   |

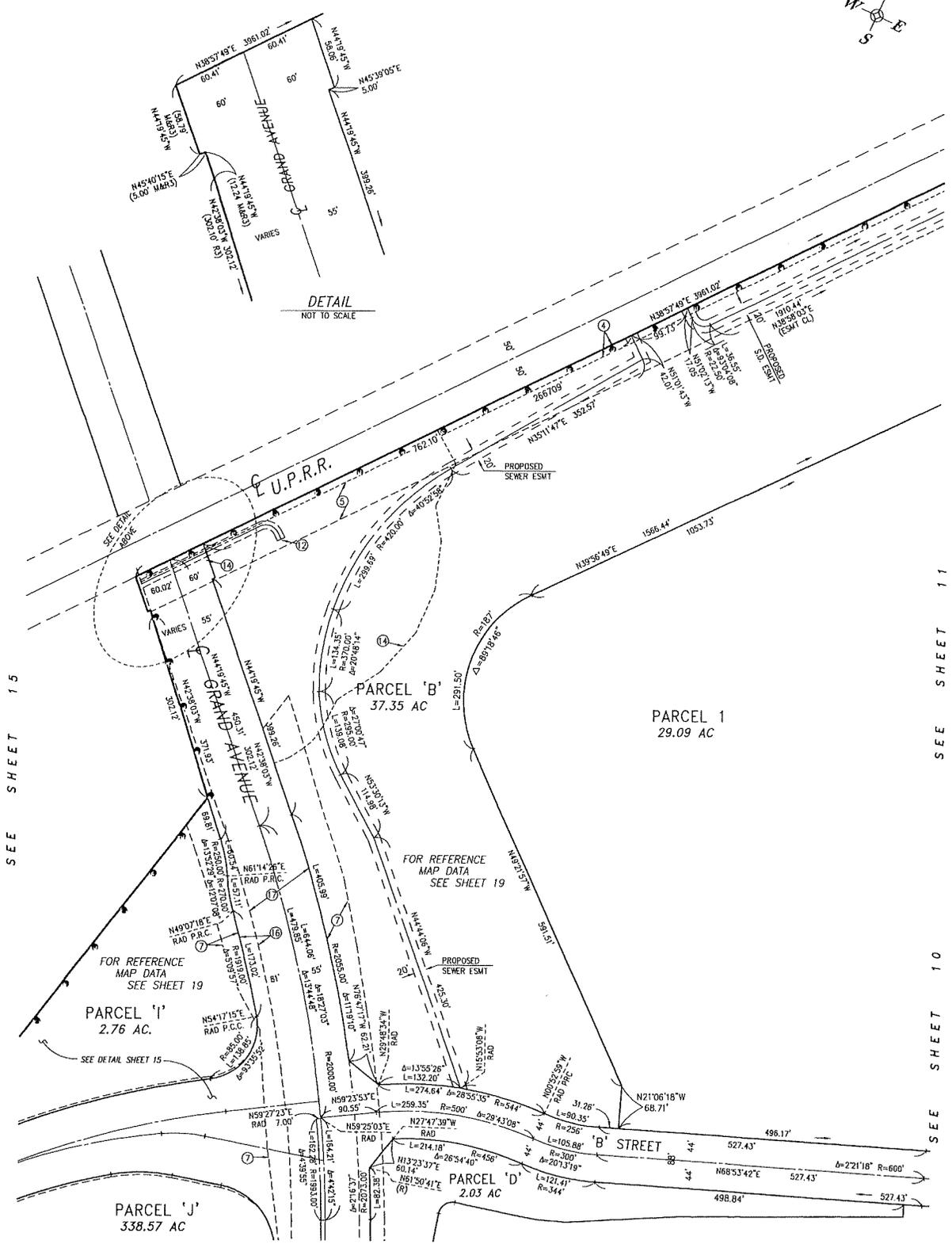
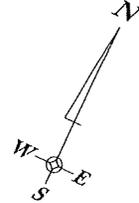
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

SHEET 8 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



DETAIL  
NOT TO SCALE

SEE SHEET 15

SEE SHEET 11

SEE SHEET 10

SEE SHEET 7

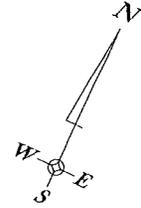
401637

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

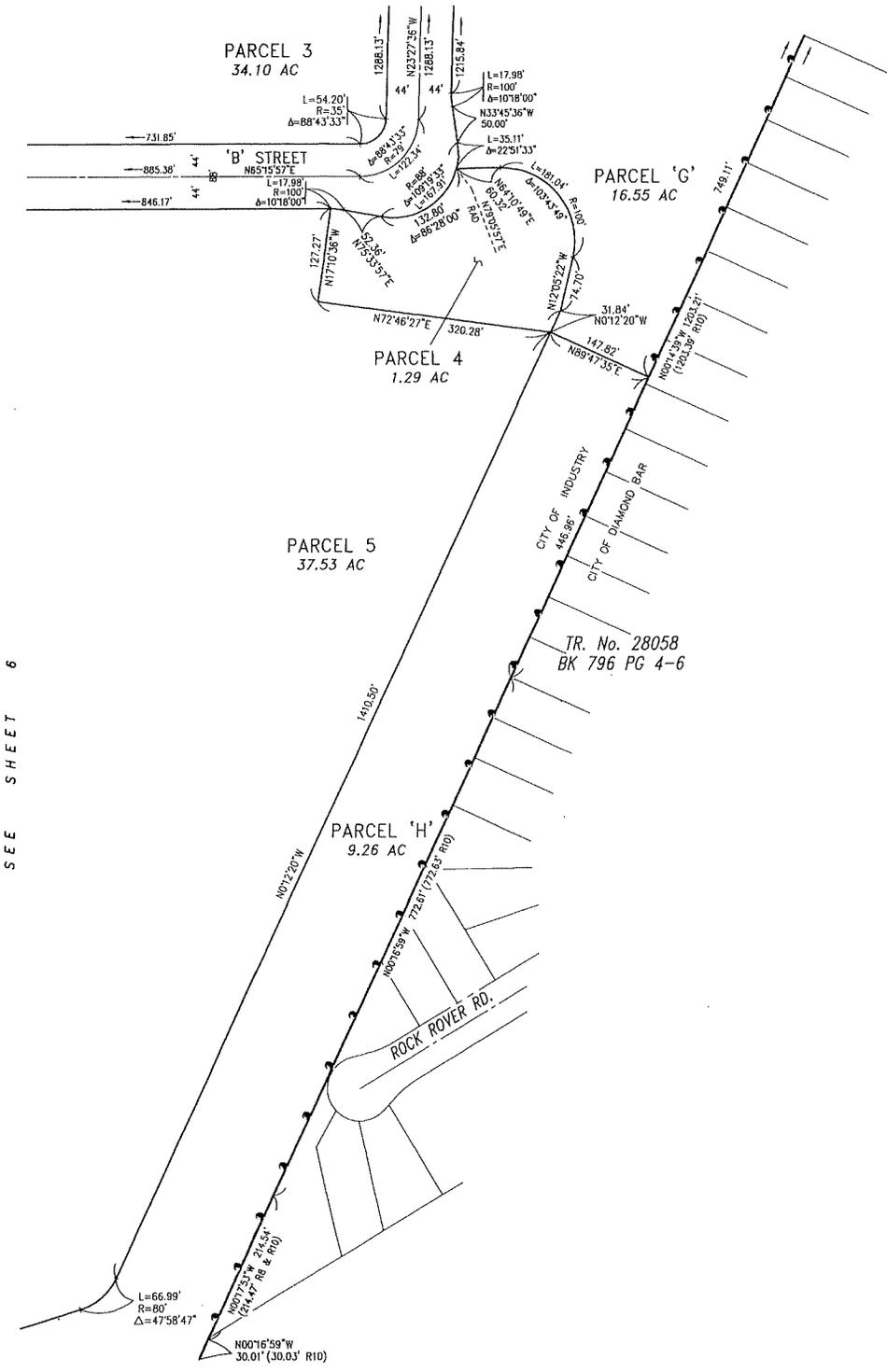
# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS URERA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 10



SEE SHEET 6



401/39

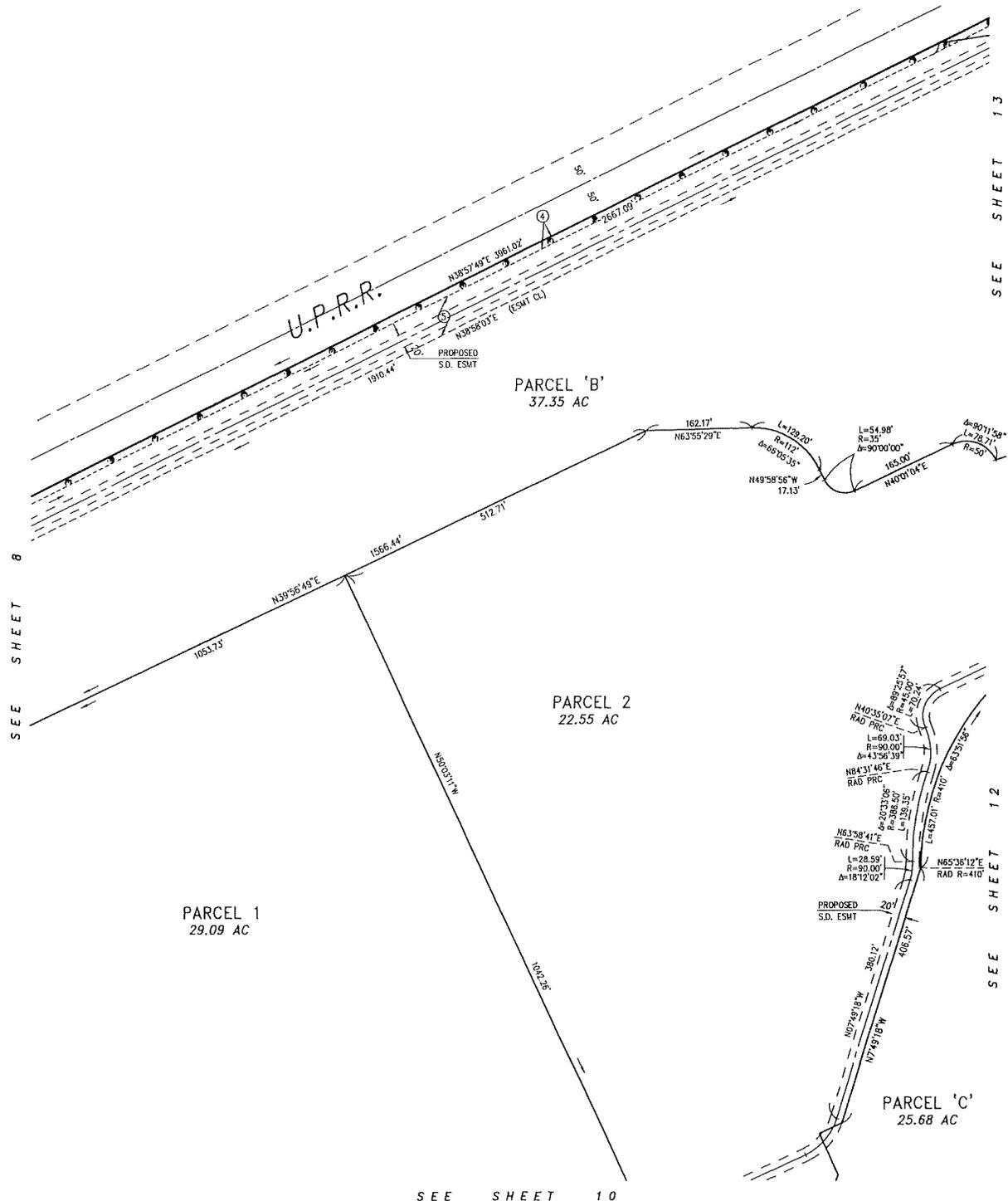
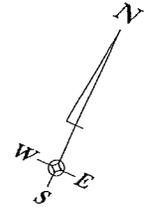
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

SHEET 11 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 8

SEE SHEET 13

SEE SHEET 12

SEE SHEET 10

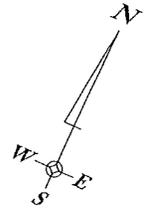
401/40

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

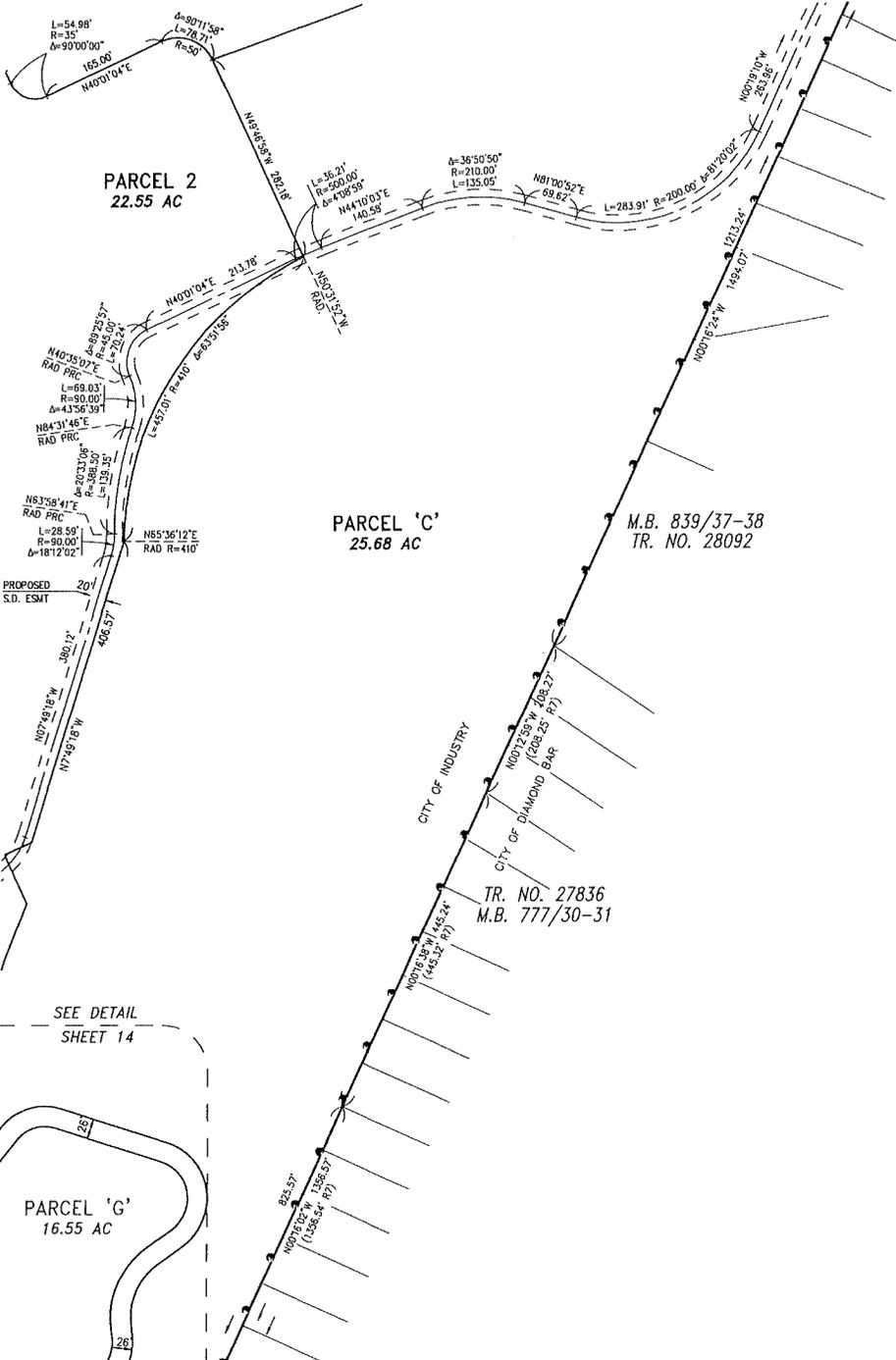


SEE SHEET 13

SEE SHEET 11

SEE SHEET 10

SEE DETAIL SHEET 14



M.B. 839/37-38  
TR. NO. 28092

TR. NO. 27836  
M.B. 777/30-31



401/42

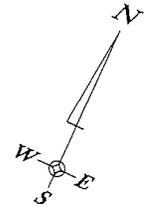
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 50'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

SHEET 14 OF 20 SHEETS

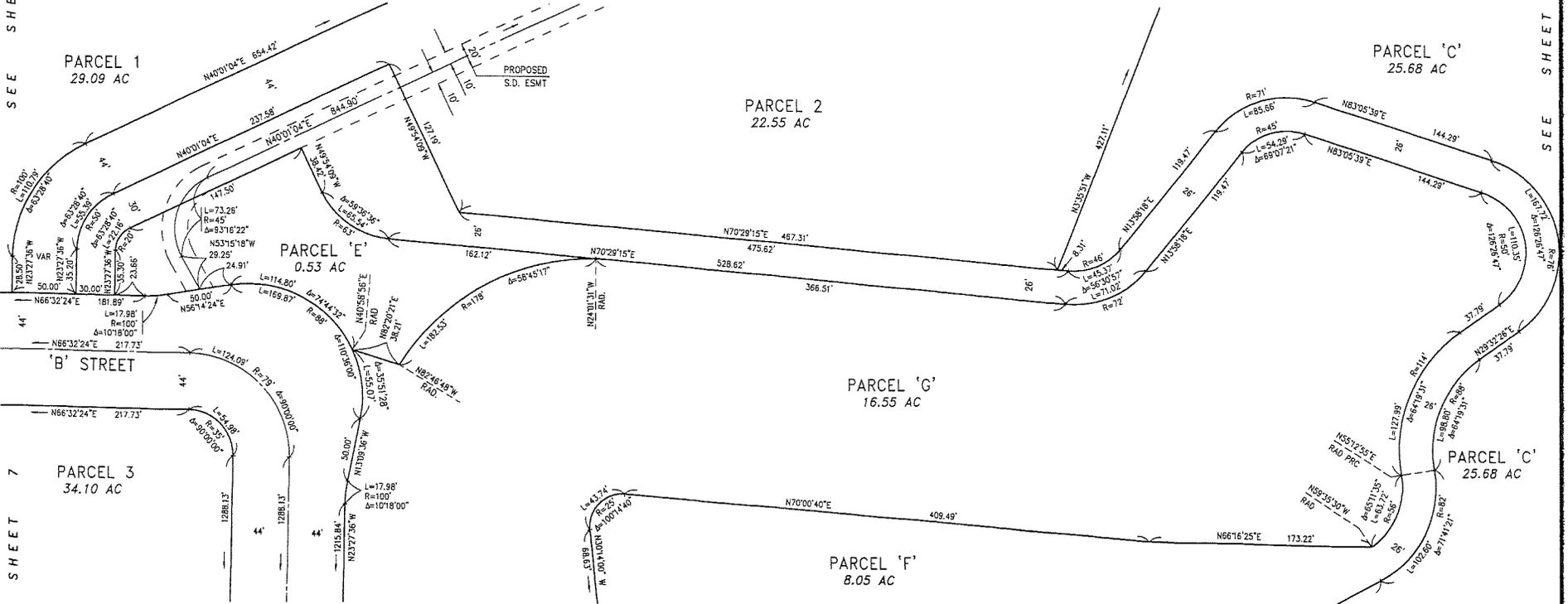


SEE SHEET 10

SEE SHEET 8

SEE SHEET 7

SEE SHEET 12



SEE SHEET 10

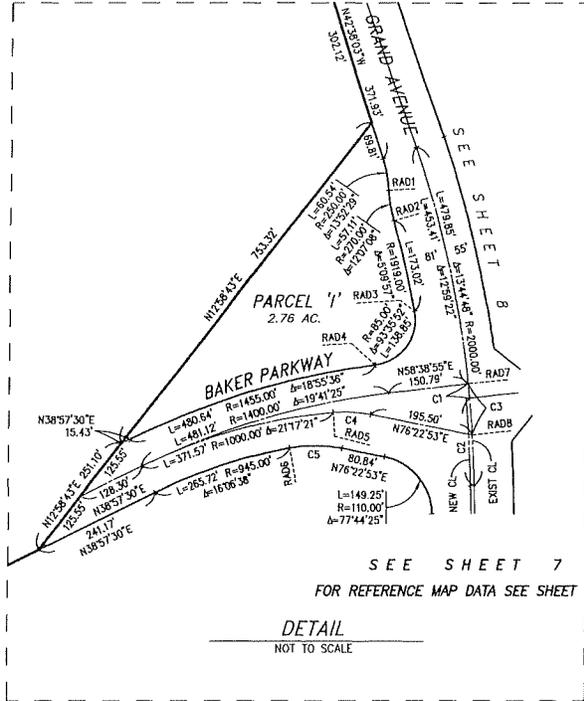
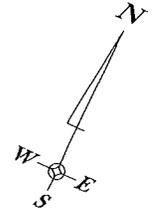
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

SHEET 15 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

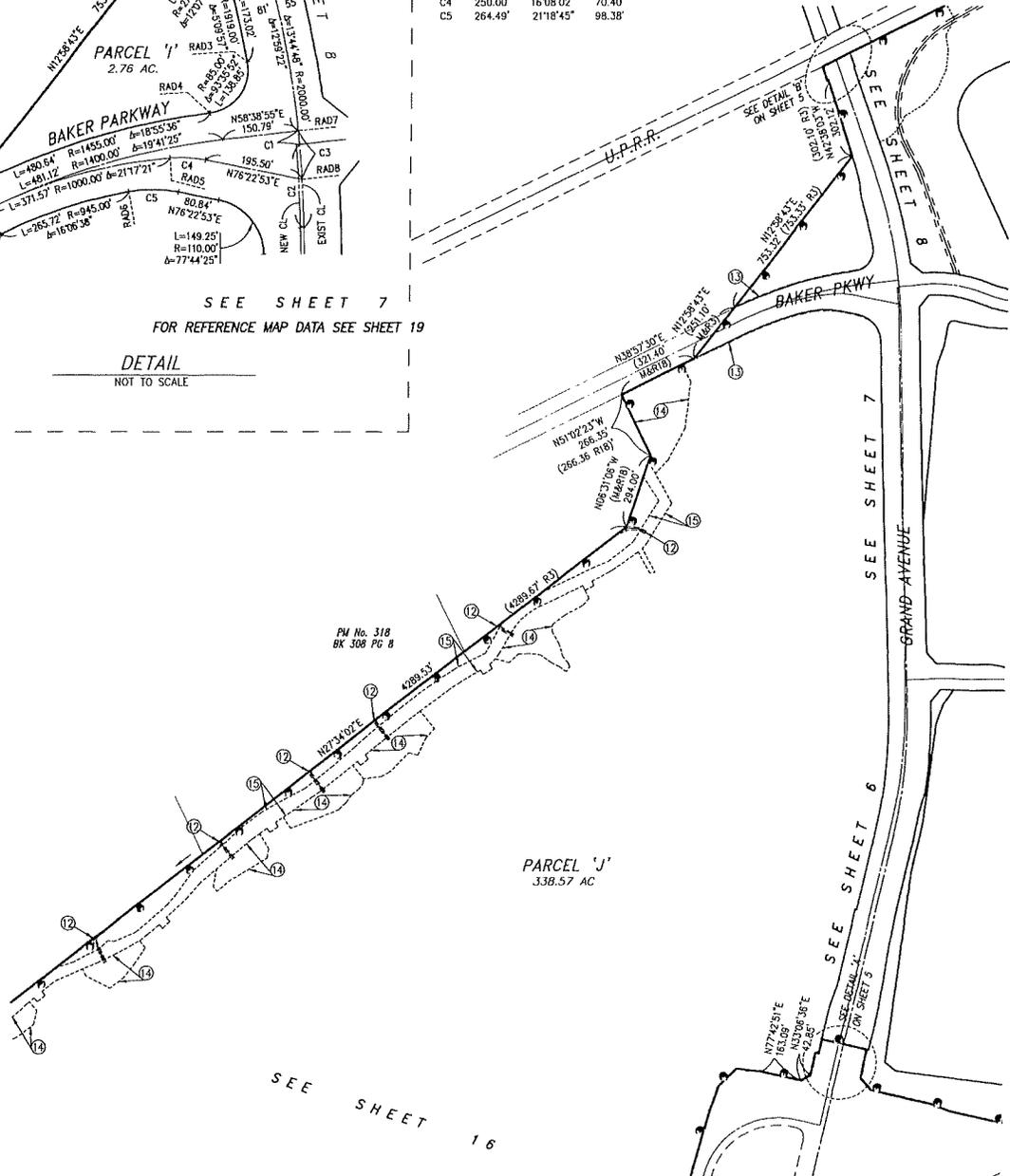


**RADIAL LINES**

| NO.  | BEARING     | DESC |
|------|-------------|------|
| RAD1 | N61°14'26"E | PRC  |
| RAD2 | N49°07'18"E | PRC  |
| RAD3 | N54°17'15"E | PCC  |
| RAD4 | N32°06'53"W | PRC  |
| RAD5 | N29°45'09"W | PCC  |
| RAD6 | N34°55'52"W | PCC  |
| RAD7 | N58°39'37"E | ---  |
| RAD8 | N61°23'09"E | ---  |

**CURVE DATA**

| NO. | RADIUS   | DELTA     | ARC     |
|-----|----------|-----------|---------|
| C1  | 2000.00' | 00°47'46" | 27.79'  |
| C2  | 2000.00' | 04°39'55" | 162.85' |
| C3  | 2000.00' | 02°43'32" | 95.14'  |
| C4  | 250.00'  | 16°08'02" | 70.40'  |
| C5  | 264.49'  | 21°18'45" | 98.38'  |



SEE SHEET 16

401/44

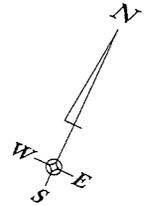
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

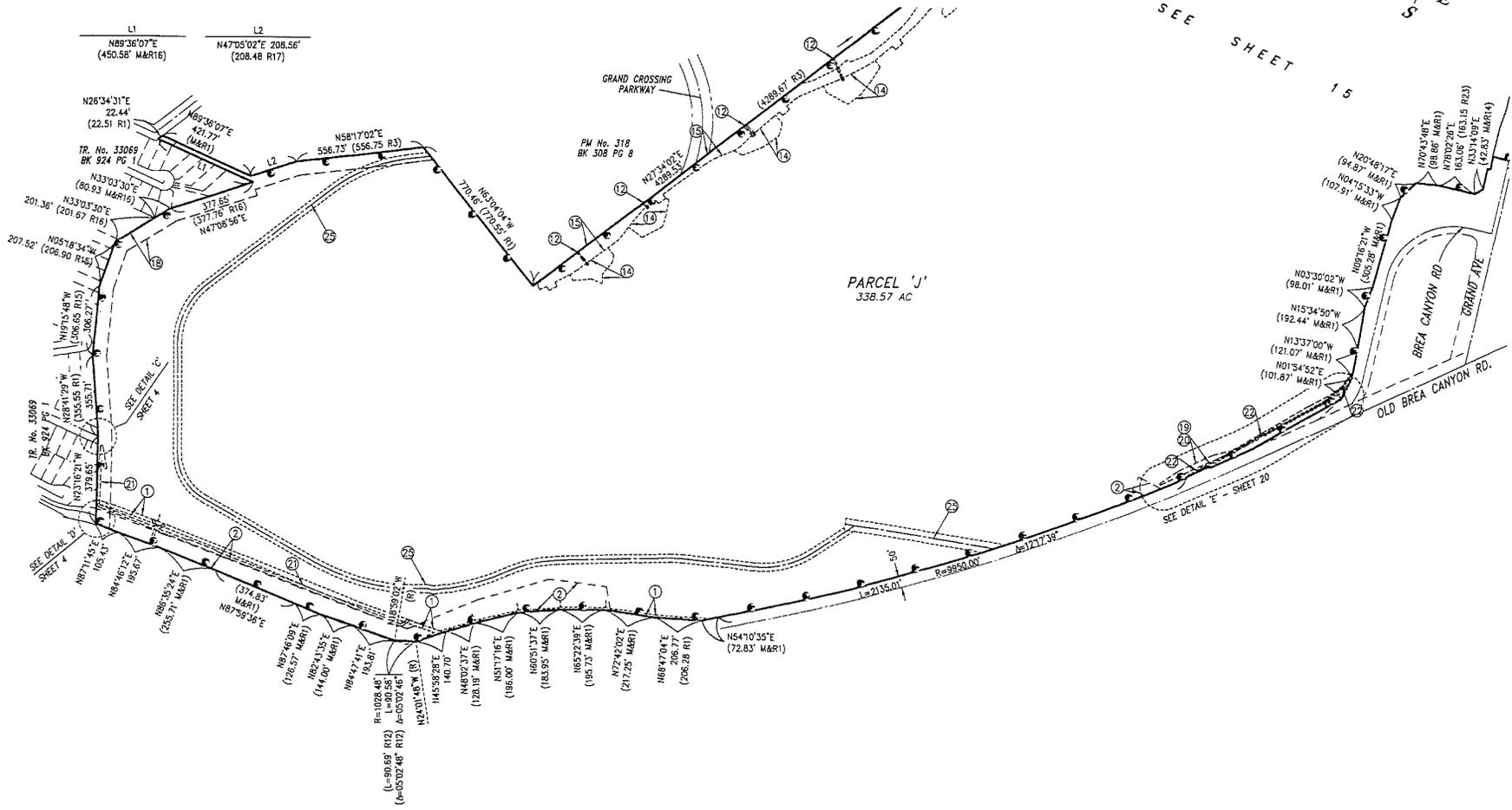
CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

SHEET 16 OF 20 SHEETS



SEE SHEET 15

SEE DETAIL 'E' - SHEET 20



PARCEL 'J'  
338.57 AC

L1  
N89°36'07"E  
(450.58' M&R16)

L2  
N47°05'02"E 208.56'  
(208.48 R17)

N26°34'31"E  
22.44'  
(22.51 R1)

N69°38'07"E  
424.77'  
(M&R1)

TR. No. 33089  
BK 524 PG 1

N33°03'30"E  
(82.93 M&R16)

N33°03'30"E  
201.36' (201.67 R16)

N33°03'30"E  
377.85'  
(577.76 R16)

N47°08'56"E

N05°18'34"W  
207.52' (206.90 R16)

N18°15'48"W  
(206.65 R15)

N89°11'29"W  
(335.55 R1)

N33°16'21"W  
379.65'

N23°16'21"W  
379.65'

N87°11'45"E  
105.43'

N84°41'17"E  
195.61'

N89°52'24"E  
(265.71' M&R1)

N87°59'36"E

N87°46'09"E  
(226.37' M&R1)

N82°41'35"E  
(144.00' M&R1)

N84°42'14"E  
193.81'

N45°58'28"E  
140.70'

N48°02'37"E  
(128.19' M&R1)

N51°11'05"E  
(196.00' M&R1)

N60°51'37"E  
(183.95' M&R1)

N65°22'39"E  
(195.73' M&R1)

N72°42'00"E  
(217.25' M&R1)

N68°47'04"E  
206.77'  
(206.28 R1)

N54°10'35"E  
(72.83' M&R1)

N19°59'02"W  
(374.83' M&R1)

N87°59'36"E

N24°01'45"W (R)

N45°58'28"E  
140.70'

N48°02'37"E  
(128.19' M&R1)

N51°11'05"E  
(196.00' M&R1)

N60°51'37"E  
(183.95' M&R1)

N65°22'39"E  
(195.73' M&R1)

N72°42'00"E  
(217.25' M&R1)

N68°47'04"E  
206.77'  
(206.28 R1)

N54°10'35"E  
(72.83' M&R1)

R=1028.48'  
(L=80.65' R12) Δ=65°02'46" R12)

N24°01'45"W (R)

N45°58'28"E  
140.70'

N48°02'37"E  
(128.19' M&R1)

N51°11'05"E  
(196.00' M&R1)

N60°51'37"E  
(183.95' M&R1)

N65°22'39"E  
(195.73' M&R1)

N72°42'00"E  
(217.25' M&R1)

N68°47'04"E  
206.77'  
(206.28 R1)

N54°10'35"E  
(72.83' M&R1)

R=9950.00'  
L=2135.00'

N51°17'39"

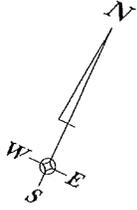
401/45

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS URERA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 7

SEE SHEET 15

PARCEL 'J'  
338.57 AC

(C4)  
L=96.92'  
R=1244.75'  
(R3)  
L=145.00'

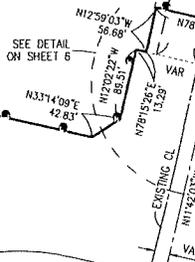
FOR FULL MAP VIEW SEE SHEET 6

GRAND AVENUE

FOR FULL MAP VIEW SEE SHEET 6

PARCEL 5  
37.53 AC

SEE SHEET 9



PARCEL 'H'  
9.40 AC

STATE ROUTE 60

401/46

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 18 OF 20 SHEETS

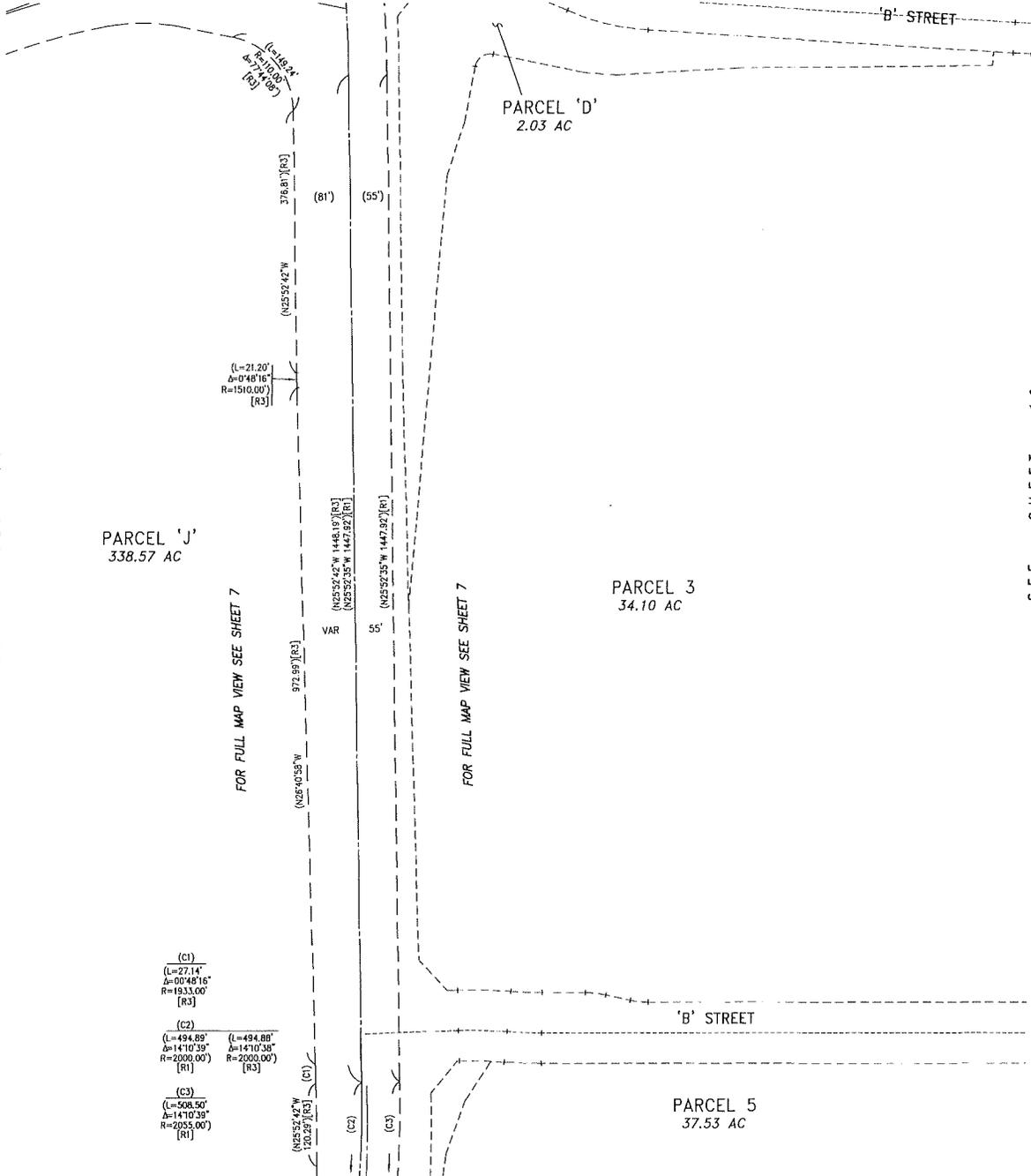
CARLOS URETA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 19

SEE SHEET 15

SEE SHEET 10



PARCEL 'J'  
338.57 AC

PARCEL 'D'  
2.03 AC

PARCEL 3  
34.10 AC

PARCEL 5  
37.53 AC

(C1)  
(L=27.14'  
Δ=0°48'16"  
R=1933.00'  
[R3]

(C2) (L=494.89'  
Δ=14°10'39"  
R=2000.00') (L=494.88'  
Δ=14°10'38"  
R=2000.00')  
[R3] [R3]

(C3)  
(L=508.50'  
Δ=14°10'38"  
R=2000.00')  
[R1]

SEE SHEET 17

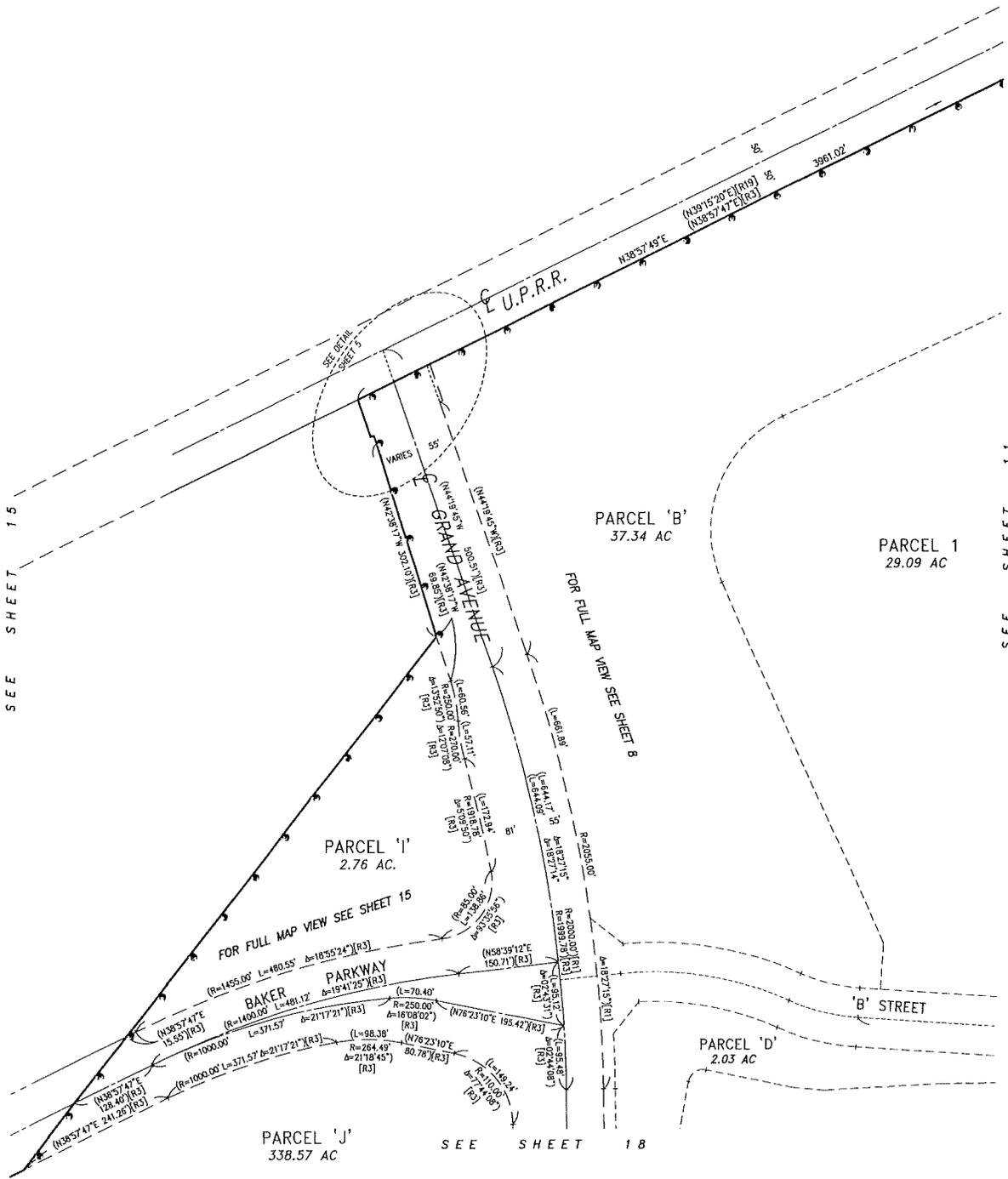
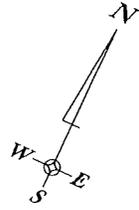
401/47

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS URETA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 15

SEE SHEET 11

SEE SHEET 18

PARCEL 'B'  
37.34 AC

PARCEL 1  
29.09 AC

PARCEL 'I'  
2.76 AC

PARCEL 'D'  
2.03 AC

PARCEL 'J'  
338.57 AC

FOR FULL MAP VIEW SEE SHEET 15

FOR FULL MAP VIEW SEE SHEET 8

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

SHEET 20 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

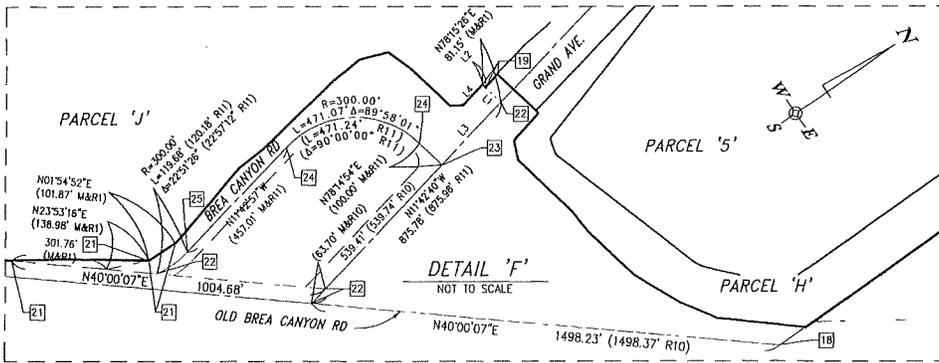
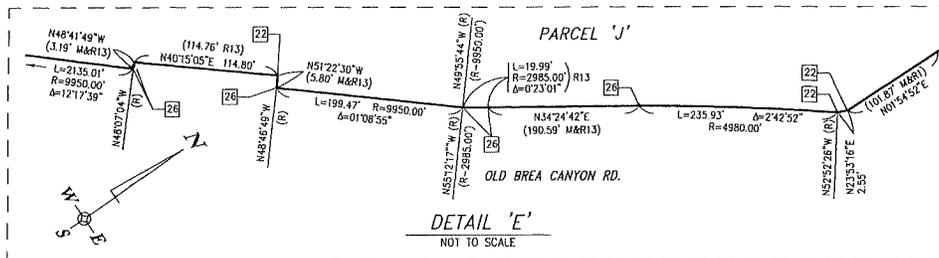
CARLOS UREÑA LS B234  
PBLA ENGINEERING, INC.

### RECORD REFERENCES

- R1 PARCEL MAP NO. 8024, PMB 99/3-4
- R2 RS 174/1-3
- R3 PARCEL MAP NO. 318, PMB 308/8-16
- R4 PWB 1233/61D
- R5 RS 76/51-56
- R6 TRACT MAP NO. 28065, MB 839/35-36
- R7 TRACT MAP NO. 27836, MB 777/30-31
- R8 TRACT MAP NO. 28058, MB 796/4-6
- R9 TRACT MAP NO. 28039, MB 796/1-3
- R10 RS 276/26-28
- R11 RS 239/87-89
- R12 INST. NO. 02-1136863, O.R., DATED 5/16/2002
- R13 INST. NO. 2015-039377, O.R., DATED 4/9/2015
- R14 INST. NO. 2016-0256778, O.R., DATED 3/9/2016
- R15 TRACT MAP NO. 33069, MB 924/1-7
- R16 TRACT MAP NO. 42173, MB 1055/56-57
- R17 TRACT MAP NO. 39833, MB 1035/38-41
- R18 LLA 68, INST. NO. 06-1559660, O.R., REC. 7-14-2005
- R19 RS 32/9
- R20 TRACT MAP NO. 28092, MB 839/37-38
- R21 TRACT MAP NO. 28037, MB 777/64-67
- R22 TRACT MAP NO. 29136, MB 771/38-39
- R23 STREET AND HIGHWAY EASEMENT INST. NO. 2015-1152795 O.R., REC. 9/17/2015
- R24 INST. NO. 2016-0256779, O.R., DATED 3/9/2016
- R25 INST. NO. 2016-0256777, O.R., DATED 3/9/2016
- R26 RS 225/98
- R27 PWB 1133/802
- R28 CITY OF INDUSTRY CENTERLINE TIES L81
- R29 CITY OF INDUSTRY CENTERLINE TIES L84
- R30 CITY OF INDUSTRY CENTERLINE TIES L83
- R31 PWB 1233/57A
- R32 RS 161/87-91

### EASEMENT NOTES

- ① SCE PUBLIC UTILITIES EASEMENT, REC 8/30/68, INST. NO. 4418, O.R.
- ② STATE OF CALIFORNIA DRAINAGE EASEMENT, REC. 8/30/68, INSTR. NO. 4419, BK D4118, PG 608 & REC. 11/17/69, INSTR. NO. 2961, BK D4557, PG 11, O.R.
- ③ COUNTY OF LOS ANGELES PUBLIC STREET & HIGHWAY IRREVOCABLE OFFER OF DEDICATION, REC 9/16/70, INST. NO. 3369, O.R.
- ④ LOS ANGELES COUNTY SANITATION DISTRICT NO. 21 SEWER EASEMENT, REC 7/17/72, BK D-5534, PG 531, O.R.
- ⑤ LOS ANGELES COUNTY TEMP CONSTRUCTION EASEMENT, REC 7/17/72, BK D-5534, PG 531, O.R.
- ⑥ COUNTY OF LOS ANGELES SLOPE EASEMENT, SHOWN ON PARCEL MAP NO. 8024, BK 99, PG 3-4
- ⑦ DIAMOND BAR DEVELOPMENT CORP SLOPE & STORM DRAIN EASEMENT, REC 9/7/82, INST. NO. 82-908233, O.R.
- ⑧ COUNTY OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STORM DRAIN EASEMENT, REC 10/19/82, INST. NO. 82-1093988, O.R. AND 11/28/83, INST. NO. 83-1398887, O.R.
- ⑨ COUNTY OF LOS ANGELES STORM DRAIN EASEMENT, REC 10/29/82, INST. NO. 82-1093994, O.R.
- ⑩ CITY OF INDUSTRY STREET EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑪ CITY OF INDUSTRY STORM DRAIN EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑫ CITY OF INDUSTRY PUB UTILITY EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑬ CITY OF INDUSTRY DEBRIS BASIN EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑭ CITY OF INDUSTRY INGRESS & EGRESS EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑮ CITY OF INDUSTRY STREET WIDENING EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑯ CITY OF INDUSTRY PUBLIC ROAD EASEMENT, REC 8/8/88, INST. NO. 88-1246248, O.R.
- ⑰ SCE PUBLIC UTILITIES EASEMENT, REC 12/11/2002, INST. NO. 02-3033770, O.R.
- ⑱ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/9/2015, INST. NO. 20150393777, O.R.
- ⑲ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/24/2015, INST. NO. 20150485635, O.R.
- ⑳ SCE PUBLIC UTILITIES EASEMENT, REC 5/26/2015, INST. NO. 20150607488, O.R.
- ㉑ SCE PUBLIC UTILITIES EASEMENT, REC 8/19/2015, INST. NO. 20151016002, O.R.
- ㉒ CITY OF INDUSTRY STREET & HIGHWAY EASEMENT, REC 9/17/2015, INST. NO. 20151152795, O.R.
- ㉓ SCE PUBLIC UTILITIES EASEMENT & RELINQUISHMENT, REC 3/11/2016, INST. NO. 20160266822, O.R.
- ㉔ WALNUT VALLEY WATER DISTRICT EASEMENT, REC. 7/2/2018, INST. NO. 20180658919, O.R.



### MONUMENT & ESTABLISHMENT NOTES

SET 1" I.P. LAGGED "PLS B234", OR AN 8" SPIKE AND WASHER STAMPED "PLS B234" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE; OR LEAD, TACK AND TAG STAMPED "PLS B234" IN CONCRETE, AT ALL PARCEL CORNERS, AND AT ALL STREET CENTERLINE ANGLE POINTS, BCs AND ECs, OR AS NOTED.

SET NAIL AND TAG, "PLS B234" IN TOP OF CURB ON PROLONGATION OF SIDE PARCEL LINES.

- ① FD. SCRIBE "X", IN CONC. FITS TIES PER R30, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND CROSSING PKWY (FORMERLY CHERYL LN) & BAKER PKWY R3.
- ② FD. LEAD TACK AND TAG "LS 5490" ON BRIDGE ABUTMENT, ACCEPTED AS POINTS ON THE SOUTHERLY LINE OF UPRR PER R3.
- ③ SEARCHED, NOTHING FOUND, ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE SOUTHEAST AND THE SOUTHEASTERLY LINE OF BAKER PARKWAY PER R18.
- ④ SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R1.

### LINE DATA

| NO. | BEARING      | DISTANCE              |
|-----|--------------|-----------------------|
| L1  | N78°15'26"E  | 67.86'                |
| L2  | N78°15'26"E  | (13.29' M & R14)      |
| L3  | N112°42'40"W | 272.67' (272.52' R10) |
| L4  | N12°02'22"W  | (88.51' M & R14)      |

LEGAL DESCRIPTION

**Vacation of Easement for Ingress and Egress Purposes**

THOSE PORTIONS OF THOSE CERTAIN EASEMENTS FOR INGRESS AND EGRESS PURPOSES, AS DEDICATED ON PARCEL MAP No.318, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 308, PAGES 8 THROUGH 16, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL "J" OF PARCEL MAP No. 352, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 401, PAGES 29 THROUGH 48, INCLUSIVE OF PARCEL MAPS, IN SAID OFFICE OF SAID COUNTY RECORDER.

---

Vladislav Skrejev, PLS No.8363

CNC Engineering

Checked by: \_\_\_\_\_ March 25, 2019

Job No. MP 99-31#16 Legal No. 955

308/8

BOOK 308 PAGE 8

SHEET 1 OF 9

# EXHIBIT B4 PARCEL MAP NO. 318

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PORTIONS OF SECTIONS 4, 8 AND 9, TOWNSHIP 2 SOUTH,  
RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF  
SAID LANDS FILED IN THE DISTRICT LAND OFFICE, SEPTEMBER 28, 1968.

FILED  
AT REQUEST OF OWNER  
MAR 21 2003  
MIN  
21 PAST 3 pm  
IN BOOK 308  
AT PAGE 8-16  
OF PARCEL MAPS  
LOS ANGELES COUNTY, CA  
Registrar/Recorder/County Clerk  
By: Erin S. Ramsey  
Deputy  
FEE \$ 320.  
P.A. 2.

### OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE TO THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS, AND INGRESS & EGRESS EASEMENTS, ALL AS SHOWN ON SAID MAP.

INDUSTRY URBAN - DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND PUBLIC, OWNER

Rolene Harrison  
ROLENE HARRISON, CHAIRPERSON  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Annie Faure  
ANNIE FAURE - SECRETARY

ON 2-26-02 BEFORE ME Diane M. Schlichting, a Notary Public,  
PERSONALLY APPEARED Rolene Harrison and Annie Faure

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY(IES), AND THAT BY THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Diane M. Schlichting  
MY COMMISSION EXPIRES April 7, 2004



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 286,225.00 HAS BEEN FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO./PARCEL MAP NO. 318 AS REQUIRED BY LAW.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
By: Arnosmelle C. Aguilera  
DEPUTY 3/21/02



### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE INDUSTRY URBAN-DEVELOPMENT AGENCY IN SEPTEMBER 1999. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING NOTIFIED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS, NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP; AND THAT REQUIRED TIE NOTES TO CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME LIMITATIONS STATED ABOVE.

Robert C. Olson  
ROBERT C. OLSON, PLS 5490  
EXPIRATION DATE: 9-30-2004  
PSOMAS AND ASSOCIATES

02.13.2002  
DATE



### SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(i-viii) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED SEPTEMBER 11, 1911 IN BOOK 4706, PAGE 125 OF DEEDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED APRIL 23, 1963 IN BOOK D 2002, PAGE 315, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER LINE PURPOSES BY DEED RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4196, OFFICIAL RECORDS.

CITY OF INDUSTRY, HOLDER OF A EASEMENT FOR PUBLIC ROAD AND HIGHWAY RECORDED AUGUST 8, 1988 AS INSTRUMENT NO. 88-1246248, OFFICIAL RECORDS.

COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT OF SEWER AND APPURTENANCE PURPOSES BY DEED RECORDED JULY 17, 1998 AS INSTRUMENT NO. 98-1223441, OFFICIAL RECORDS.

MCI WORLDCOM NETWORK SERVICES, INC., HOLDER OF A RIGHT OF WAY AND EASEMENT OF TELECOMMUNICATIONS TRANSMISSION SYSTEM PURPOSES BY DOCUMENT RECORDED JUNE 13, 2001 AS INSTRUMENT NO. 01-1018794, OFFICIAL RECORDS.

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(C) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

UPLAND INDUSTRIES CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF INTEREST IN OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO, OIL GAS, OR OTHER HYDROCARBON SUBSTANCES, RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS.

### BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 26°21'55" EAST ON THE CENTERLINE OF BREA CANYON ROAD SHOWN ON PARCEL MAP NO. 256 FILED IN PARCEL MAP BOOK 239, PAGES 67 THROUGH 73, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

### SIGNATURE OMISSIONS CONT.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED JANUARY 22, 2002 AS INSTRUMENT NO. 02-0162733, OFFICIAL RECORDS.

### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IS CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERNATIONS THEREOF, THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISIONS ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Clement N. Calvillo  
CLEMENT N. CALVILLO, R.C.E. 27743  
EXPIRATION DATE: 3-31-2002  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY

2-14-02  
DATE



### CITY CLERK'S CERTIFICATE:

I, JODI SCRIVENS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A REGULAR MEETING THEREOF HELD ON THE 28th DAY OF February, 2002; AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DO ACCEPT ON BEHALF OF THE CITY OF INDUSTRY ALL STREETS AND HIGHWAYS AND STORM DRAIN EASEMENTS, PUBLIC UTILITY EASEMENTS, DEBRIS BASIN EASEMENTS AND INGRESS & EGRESS EASEMENTS ALL AS SHOWN ON SAID MAP.

DATED THIS DAY 28th DAY OF February, 2002.

Jodi Scrivens  
JODI SCRIVENS, CITY CLERK, CITY OF INDUSTRY.



### LEGEND:

— — — — — INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



INDICATES 1"IP, LS 5490, TO BE SET.



I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66436 AND 66495 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
By: Arnosmelle C. Aguilera  
DEPUTY 3/21/02

MAY Grant

114-337 (8719-7)

Public 02/02/02 11:44:54 AM Industry\CONSERV\2002\114-337-8-1-01.dwg

308 / 9

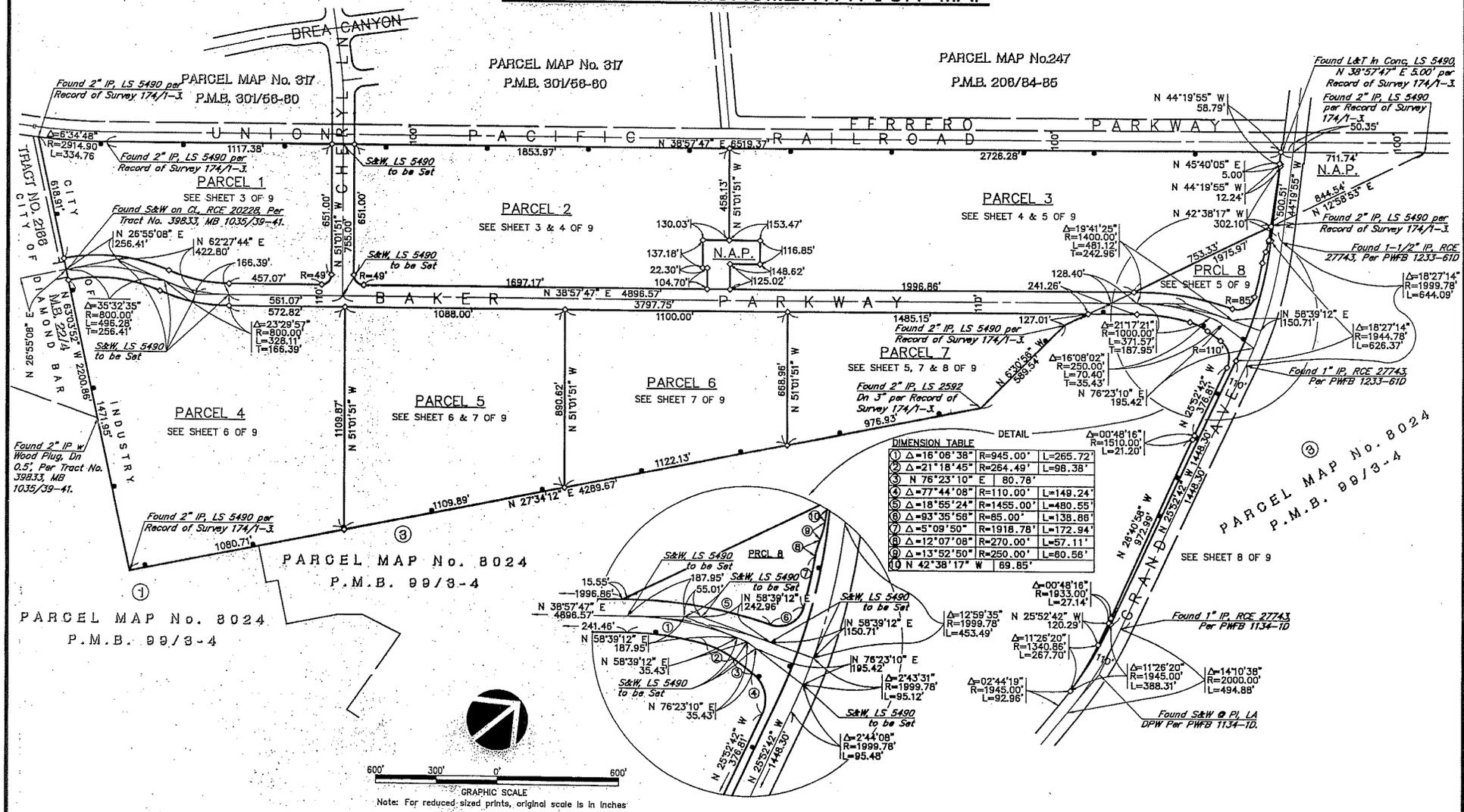
# PARCEL MAP NO. 318

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

## BOUNDARY & MONUMENTATION MAP

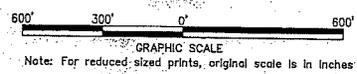
SHEET 2 OF 9

SCALE: 1" = 300'



DIMENSION TABLE

|   |               |            |           |
|---|---------------|------------|-----------|
| ① | Δ=16°08'38"   | R=945.00'  | L=265.72' |
| ② | Δ=21°18'45"   | R=264.49'  | L=98.38'  |
| ③ | N 76°23'10" E | L=80.78'   |           |
| ④ | Δ=77°44'08"   | R=110.00'  | L=149.24' |
| ⑤ | Δ=18°55'24"   | R=1455.00' | L=480.55' |
| ⑥ | Δ=93°35'56"   | R=85.00'   | L=138.86' |
| ⑦ | Δ=5°09'50"    | R=1918.78' | L=172.94' |
| ⑧ | Δ=12°07'08"   | R=270.00'  | L=57.11'  |
| ⑨ | Δ=13°52'50"   | R=250.00'  | L=80.56'  |
| ⑩ | N 42°38'17" W | L=89.85'   |           |



308 / 9

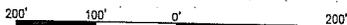
BOOK 308 PAGE 9

308/10

# PARCEL MAP NO. 318

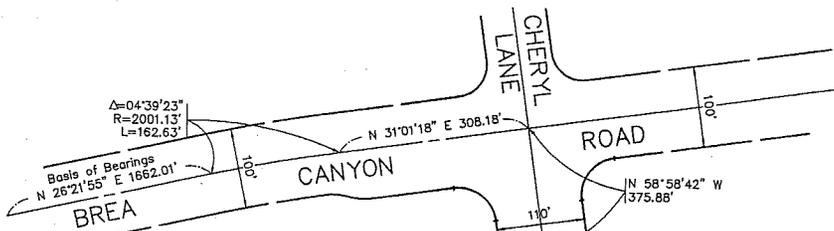
SHEET 3 OF 9

SCALE: 1" = 100'



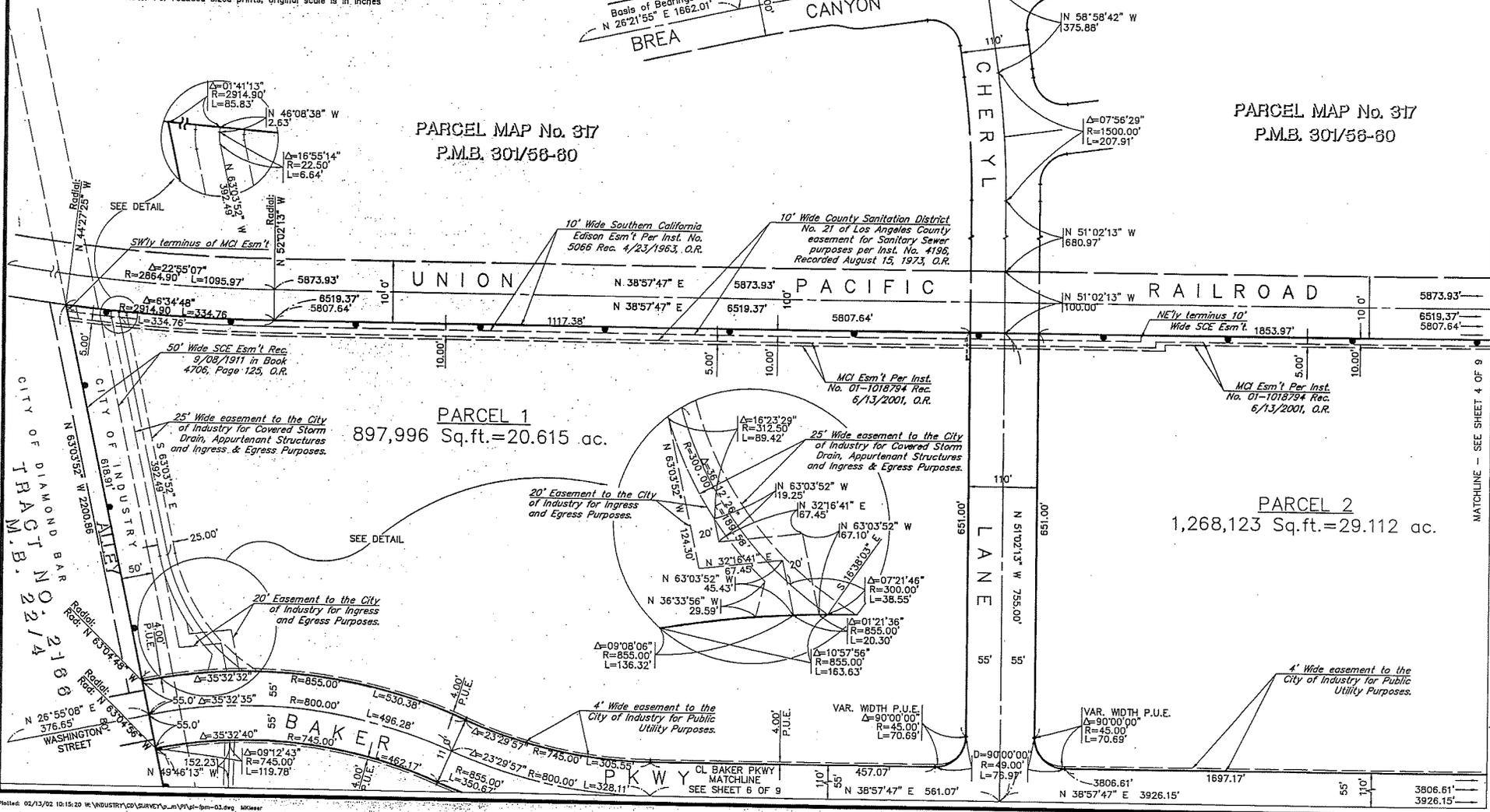
GRAPHIC SCALE

Note: For reduced sized prints, original scale is in inches



PARCEL MAP No. 317  
P.M.B. 301/56-80

PARCEL MAP No. 317  
P.M.B. 301/56-80



CITY OF DIAMOND BAR  
TRACT NO. 2180  
M.B. 2214

WASHINGTON STREET

308/10

BOOK 308 PAGE 10

MATCHLINE - SEE SHEET 4 OF 9





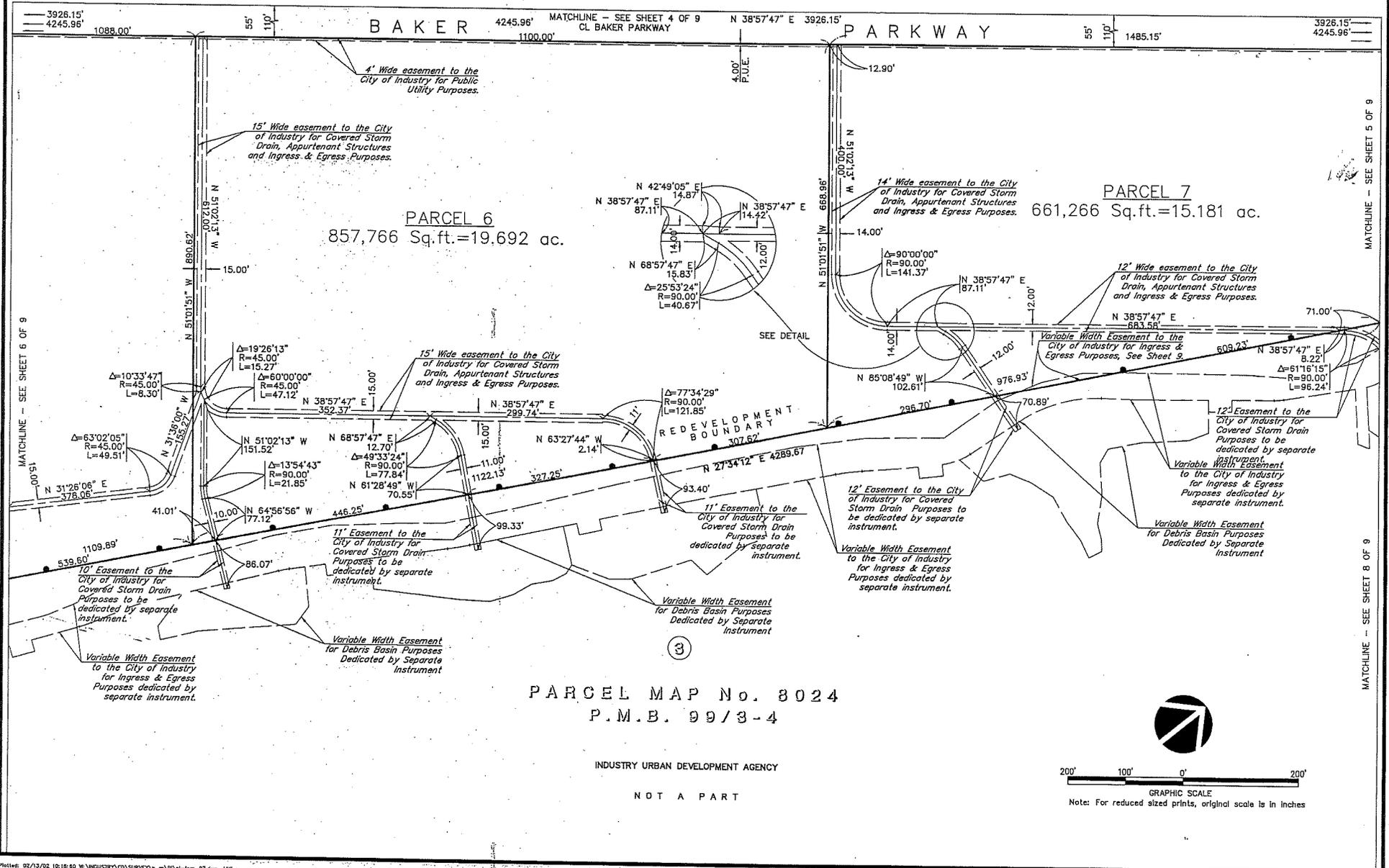


308/14

SCALE: 1" = 100'

# PARCEL MAP NO. 318

SHEET 7 OF 9



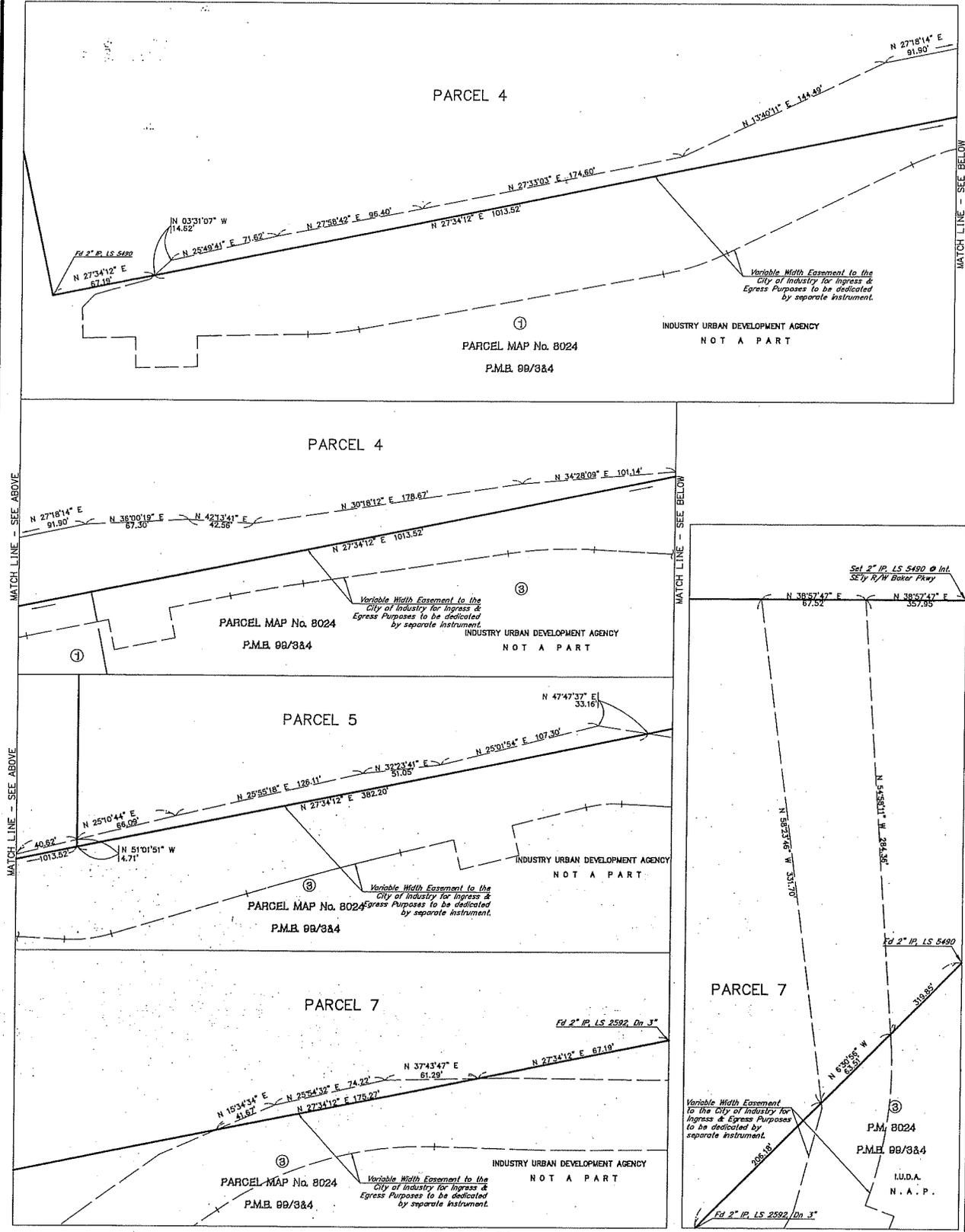


SCALE: 1" = 40'

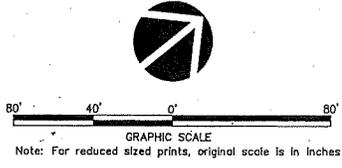
# PARCEL MAP NO. 318

SHEET 9 OF 9

IN THE CITY OF INDUSTRY  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



**PSOMAS**  
 11441 Van Ness Blvd., Suite 700  
 San Francisco, CA 94133-1144  
 (415) 774-3700 (415) 774-3777 (fax)



File: 07/10/02 10:18:22 W:\INDUSTRY\CAD\BENTLEY\m\p\318-9.dwg Plotter:

401/29

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
**EXHIBIT B4**

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 8024 FILED IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, TOGETHER WITH A PORTION OF PARCEL 7 OF PARCEL MAP NO. 318 FILED IN BOOK 308, PAGES 9 THROUGH 16 OF PARCEL MAPS, TOGETHER WITH PORTIONS OF SECTIONS 3, 4, 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, FEBRUARY 28, 1868 AND PORTIONS OF GRAND AVENUE OF VARIOUS WIDTHS, ALL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF INDUSTRY ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, AND HEREBY DEDICATE TO THE CITY OF INDUSTRY A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP TOGETHER WITH ALL USES INCIDENTAL THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY, A PUBLIC BODY, CORPORATE AND PUBLIC, AS OWNER.

BY: [Signature] TITLE: CITY MANAGER / Executive Director  
PRINT: TRAY HELLING

### OWNER'S NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } SS  
COUNTY OF Los Angeles  
ON 12/12/18, 2018, BEFORE ME, Julie A. Gutierrez-Robles, a NOTARY PUBLIC PERSONALLY APPEARED [Signature] WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Julie A. Gutierrez-Robles  
(PRINTED NAME)  
[Signature]  
MY COMMISSION NUMBER

[Signature]  
(SIGNATURE)  
MY COMMISSION EXPIRES Oct. 22, 2020

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY.

### SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66439 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

THE SIGNATURE(S) OF THE UNIVERSITY OF REDLANDS, A CORPORATION, LOUISE CURRIER RAMSAY, GEORGE CURRIER WHEELER, JOSIE MAY NORTON, CURRIER CARLTON HOLMAN, MARGUERITE HOLMAN, JAMES HUNTER AND HOWARD R. HUNTER, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED SEPTEMBER 14, 1954 IN BOOK 45562, PAGE 144 AND RECORDED FEBRUARY 10, 1955 IN BOOK 46875, PAGE 70, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SUSAN HUNTER FERRY HAAS, JAMES HUNTER, HOWARD R. HUNTER AND GEORGE C. WHEELER, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED SEPTEMBER 14, 1954 IN BOOK 45562, PAGE 148 AND RECORDED FEBRUARY 10, 1955 IN BOOK 46875, PAGE 49, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF ISAAC NEWTON KRAUSHAR, WHO ACQUIRED TITLE AS, ISAAC N. KRAUSHAR AND BETH LUCILE KRAUSHAR, WHO ACQUIRED TITLE AS, BETH L. KRAUSHAR, HOLDER OF MINERAL RIGHTS, BY DOCUMENT AUGUST 30, 1968 AS INSTRUMENT NO. 4419 IN BOOK D4118, PAGE 808, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURES OF ISAAC N. KRAUSHAR AND BETH L. KRAUSHAR, HUSBAND AND WIFE AND TIMOTHY YALE KRAUSHAR, BRUCE CLIFFORD KRAUSHAR AND NICHOLAS NEWTON KRAUSHAR, AS CO-TRUSTEES UNDER TRUST AGREEMENT, DATED DECEMBER 26, 1979, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED MARCH 7, 1980 AS INSTRUMENT NO. 80-233146, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF JOHN D. LUSK & SON, A CALIFORNIA CORPORATION, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED JULY 13, 1981 AS INSTRUMENT NO. 81-693009, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF UPLAND INDUSTRIES CORPORATION, A NEBRASKA CORPORATION (SUCCESSOR IN INTEREST BY MERGER TO UPLAND INDUSTRIES CORPORATION, A UTAH CORPORATION), HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN DEVELOPMENT NO. 2, A CALIFORNIA LIMITED PARTNERSHIP, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 82-995494 OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF JOHN D. LUSK & SON, HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED: MARCH 22, 1983 AS INSTRUMENT NO. 83-311898, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

SIGNATURE OMISSIONS CONTINUE ON SHEET 2.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY AND THE STATE OF CALIFORNIA, AS OWNER. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature] 12/12/2018  
CARLOS UREÑA DATE  
L.S. NO. 8234  
EXPIRATION DATE 12/31/19



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

[Signature] Dec. 12, 2018  
CLEMENCE N. CALVILLO, R.C.E. 27743 DATE  
REG. EXPIRES: 3/31/2020  
DEPUTY CITY ENGINEER, CITY OF INDUSTRY



### CITY CLERK'S CERTIFICATE

I, JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A SPECIAL MEETING THEREOF HELD ON THE 29 DAY OF November, 2018, AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF INDUSTRY THE INTEREST IN REAL PROPERTY CONVEYED HEREIN FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP.

DATED THIS 12 DAY OF December, 2018.

[Signature]  
JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK, CITY OF INDUSTRY

### TAX CLEARANCE CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

[Signature] 12/18/18  
DEPUTY DATED:



~~I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \_\_\_\_\_ HAS BEEN FILED WITH EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON THE MAP OF PARCEL MAP NO. 352 AS REQUIRED BY LAW.~~

~~EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.~~

~~DEPUTY DATED:~~

FILED  
AT REQUEST OF OWNER

10 3PM  
PART

IN BOOK 401

AT PAGE 29-48

OF PARCEL MAPS

LOS ANGELES COUNTY, CA

Register-Recorder/County Clerk

by R. So

Deputy

FEE \$ 65.00

D.A. FEE Code 20 \$ 5.00



Map / Grant

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

SHEET 2 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

### SIGNATURE OMISSIONS (CONTINUED):

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (A)(3)(A)(I)-(VIII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

THE SIGNATURE(S) OF UNIVERSITY OF REDLANDS, LOUISE CURRIER RAMSAY, GEORGE CURRIER WHEELER, NANCY ESTELLE BACHLEDER, CLARENCE ELISHA WILLIAMS, HOWARD ALVAN HUNTER, EDWARD THOMAS HUNTER, MARGIE WARREN, ESTON FIELD, JOHN ENGER, GUSTIA ENGER AND EUGENE GARNER BY DOCUMENT, HOLDER OF AN EASEMENT FOR WELL PIPELINES, RECORDED DECEMBER 7, 1925 AS INSTRUMENT NO. 837 IN BOOK 4433, PAGE 380 AND DECEMBER 7, 1925 AS INSTRUMENT NO. 938 IN BOOK 5183, PAGE 288, BOTH OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF CURRIER CARLTON HOLMAN, JOSIE MAY NORTON, MARGUERITE HOLMAN, EUGENE GARNER, JOHN ENGER AND GUSTIA ENGER, HOLDER OF AN EASEMENT FOR WELL PIPELINES, BY DOCUMENT RECORDED DECEMBER 7, 1925 AS INSTRUMENT NO. 939 IN BOOK 5173, PAGE 180 AND DECEMBER 7, 1925 AS INSTRUMENT NO. 940 IN BOOK 5534, PAGE 126, BOTH OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED MAY 27, 1932 IN BOOK 11634, PAGE 114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED JUNE 17, 1932 IN BOOK 11638, PAGE 222, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED FEBRUARY 16, 1950 IN BOOK 37292, PAGE 194, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4418, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4419 IN BOOK 04118, PAGE 608, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY DRAINAGE, BY DOCUMENT RECORDED NOVEMBER 17, 1969 AS INSTRUMENT NO. 2961 IN BOOK 04557, PAGE 11, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, A BODY POLITIC AND CORPORATE, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED JULY 17, 1972 IN BOOK 05534, PAGE 531, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY, BY DOCUMENT RECORDED SEPTEMBER 18, 1970 AS INSTRUMENT NO. 3369, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED OCTOBER 14, 1975 AS INSTRUMENT NO. 4861 IN BOOK 0-6832, PAGE 238, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SLOPE, BY DOCUMENT RECORDED IN PARCEL MAP NO. 8024 IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE DIAMOND BAR DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR SLOPES AND STORM DRAIN STRUCTURES, BY DOCUMENT RECORDED SEPTEMBER 7, 1982 AS INSTRUMENT NO. 82-908233, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-1093989, OFFICIAL RECORDS OF LOS ANGELES COUNTY. EASEMENT WAS TRANSFERRED BY DOCUMENT RECORDED NOVEMBER 28, 1983 AS INSTRUMENT NO. 83-1398887, OFFICIAL RECORDS LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-1093994, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, HOLDER OF AN EASEMENT FOR COVERED STORM DRAIN, APPURTENANCE STRUCTURES, PUBLIC UTILITY AND INGRESS AND EGRESS, BY DOCUMENT RECORDED IN PARCEL MAP NO. 318 IN BOOK 308, PAGES 8 THROUGH 16 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY, BY DOCUMENT RECORDED AUGUST 8, 1988 AS INSTRUMENT NO. 88-1246248, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, A BODY CORPORATE AND POLITIC, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED DECEMBER 7, 1988 AS INSTRUMENT NO. 88-1957952, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, A BODY CORPORATE AND POLITIC, HOLDER OF AN EASEMENT FOR SEWER, BY DOCUMENT RECORDED APRIL 18, 2002 AS INSTRUMENT NO. 02-0913077, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO. 02-3033770, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 9, 2015 AS INSTRUMENT NO. 20150393777, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 24, 2015 AS INSTRUMENT NO. 20150465638, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MAY 26, 2015 AS INSTRUMENT NO. 20150607488, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 19, 2015 AS INSTRUMENT NO. 20151018002, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY, BY DOCUMENT RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 20151152795, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MARCH 11, 2016 AS INSTRUMENT NO. 20160268622, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT FOR SEWER LINE, BY DOCUMENT RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4198, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF WALNUT VALLEY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED JULY 2, 2018 AS INSTRUMENT NO. 20180658919, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

### RECORD REFERENCES

SEE SHEET 20

### MONUMENT & ESTABLISHMENT NOTES

SET 1" I.P. TAGGED "PLS 8234", OR AN 8" SPIKE AND WASHER STAMPED "PLS 8234" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR LEAD, TACK AND TAG STAMPED "PLS 8234" IN CONCRETE, AT ALL PARCEL CORNERS, AND AT ALL STREET CENTERLINE ANGLE POINTS, BCs AND ECs, OR AS NOTED.

SET NAIL AND TAG, "PLS 8234" IN TOP OF CURB ON PROLONGATION OF SIDE PARCEL LINES.

- 1 FD. 1" I.P. W/PLASTIC PLUG STAMPED "RCE 27743", DOWN 0.4" IN C/L MEDIAN, ACCEPTED AS THE EC/BC OF GRAND AVE. PER R3 AND R10.
- 2 FD. 1" I.P. W/PLASTIC PLUG STAMPED "RCE 27743", DOWN 0.5" IN CL MEDIAN, ACCEPTED AS A POINT ON THE CL OF GRAND AVE. PER R2 AND R10.
- 3 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R4.
- 4 FD. 2" I.P. TAGGED "LS 5490", DOWN 0.4" PER R2. ACCEPTED AS A POINT ON SOUTHERLY RIGHT-OF-WAY OF U.P.R.R.
- 5 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R5. ACCEPTED AS STA. 4 OF F.E. LEWIS-CURRIER RANCH. SET 1" IRON PIPE W/TAG.
- 6 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R5. ACCEPTED AS STA. 3 OF F.E. LEWIS-CURRIER RANCH.
- 7 FD. 2" I.P. NO TAG, ACCEPTED AS STA. 2 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 8 FD. 2" I.P. NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST WESTERLY CORNER OF LOT 13 PER R6, SET TAG.
- 9 FD. 3" BRASS CAP, "ILLEGIBLE", ACCEPTED AS STA. 5 OF F.E. LEWIS-CURRIER RANCH. PER R5.
- 10 FD. 2" I.P. TAGGED "RCE 11349", PER R6, ACCEPTED AS STA. 6 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 11 FD. 2" I.P. NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST NORTHWESTERLY CORNER OF LOT 7 PER R7.
- 12 FD. 2" I.P. NO TAG, ACCEPTED AS TRACT BOUNDARY CORNER AND MOST SOUTHWESTERLY CORNER OF LOT 1 PER R7.
- 13 FD. 2" I.P. TAGGED "RCE 11349", PER R8, ACCEPTED AS STA. 7 OF F.E. LEWIS-CURRIER RANCH PER R5 & R10.
- 14 FD. 2" I.P. TAGGED "RCE 11349", ACCEPTED AS MOST NORTHWESTERLY CORNER OF LOT 16 PER R8.
- 15 SEARCHED, NOTHING FOUND. ESTABLISHED BY RECORD ANGLE PER R5. ACCEPTED AS STA. 8 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 16 FD. 2" I.P. TAGGED "RCE 11349", ACCEPTED AS TRACT BOUNDARY CORNER AND THE MOST SOUTHWESTERLY CORNER OF LOT 25 PER R8 AND R10.
- 17 SEARCHED, NOTHING FOUND. ESTABLISHED AT RECORD DISTANCE PER R10.
- 18 CALCULATED POSITION PER R5. ACCEPTED AS STA. 9 OF F.E. LEWIS-CURRIER RANCH PER R5.
- 19 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R14.
- 20 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R24.
- 21 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R1.
- 22 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION.
- 23 FD. SPIKE. ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND AVE. AND BREA CANYON RD. PER R10 AND R11.
- 24 FD. SPIKE AND WASHER, STAMPED CALTRANS, ACCEPTED AS THE CENTERLINE EC/BC OF BREA CANYON RD. PER R10.
- 25 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R11.
- 26 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R13.
- 27 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R12.
- 28 FD. L&T, TAGGED "RCE 16352", IN LIEU OF A 2" I.P. ACCEPTED AS ANGLE POINT OF THE EASTERLY TRACT BOUNDARY PER R15.
- 29 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF LOT 72 PER R15.
- 30 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHWESTERLY CORNER OF LOT 72 PER R15, HELD FOR LINE.
- 31 FD. 2" I.P., ILLEGIBLE, PIPE BENT ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE NORTHEAST AND THE EASTERLY PROLONGATION OF WASHINGTON ST. (OLD) PER R17.
- 32 FD. L&T, ILLEGIBLE, IN LIEU OF A 2" I.P. ACCEPTED AS ANGLE POINT OF THE SOUTHEASTERLY TRACT BOUNDARY PER R17.
- 33 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF TRACT PER R17.
- 34 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R25.
- 35 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R27. ACCEPTED AS CENTERLINE INTERSECTION OF LYCOMING ST. AND LINCOLN AVE. PER R26 AND R15.
- 36 FD. L&T, TAGGED "RCE 16352", IN LIEU OF A SPIKE AND WASHER, ACCEPTED AS POINT ON THE CENTERLINE OF LYCOMING ST. PER R15.
- 37 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (5.00') FROM OF THE CENTERLINE OF LYCOMING ST PER R15.
- 38 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (0.19') FROM OF THE CENTERLINE OF LYCOMING ST PER R15.
- 39 FD. SPIKE, DN. 0.25", ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST. (OLD) AND LINCOLN AVE. PER R26.
- 40 FD. MAG NAIL AND WASHER "LS 5411", FLUSH IN ASPH, ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST (OLD) AND BREA CANYON RD. PER R26.
- 41 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS POINT ON THE WESTERLY TRACT BOUNDARY PER R3. HELD FOR LINE.
- 42 SEARCHED, NOTHING FOUND. ESTABLISHED BY PROD LINE FROM THE SOUTH AT RECORD DISTANCE (80.93') PER R16.
- 43 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R3.
- 44 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R18.
- 45 FD. L&T, STAMPED "LS 5490", IN LIEU OF 1" I.P., W/PLASTIC PLUG, ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 7 PER R3.
- 46 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST SOUTHERLY CORNER OF PARCEL 8 PER R3.
- 47 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 8 PER R3.
- 48 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R16.
- 49 FD. L&T, STAMPED "LS 5490", IN CONC, ACCEPTED AS BC/EC CENTERLINE OF BAKER PKWY PER R32.
- 50 FD. LEAD TACK AND TAG PER R31, ACCEPTED AS THE "PI" AT GRAND AVENUE AND SPRR PER R32.

MONUMENT & ESTABLISHMENT NOTES CONTINUE ON SHEET 20.

401/31

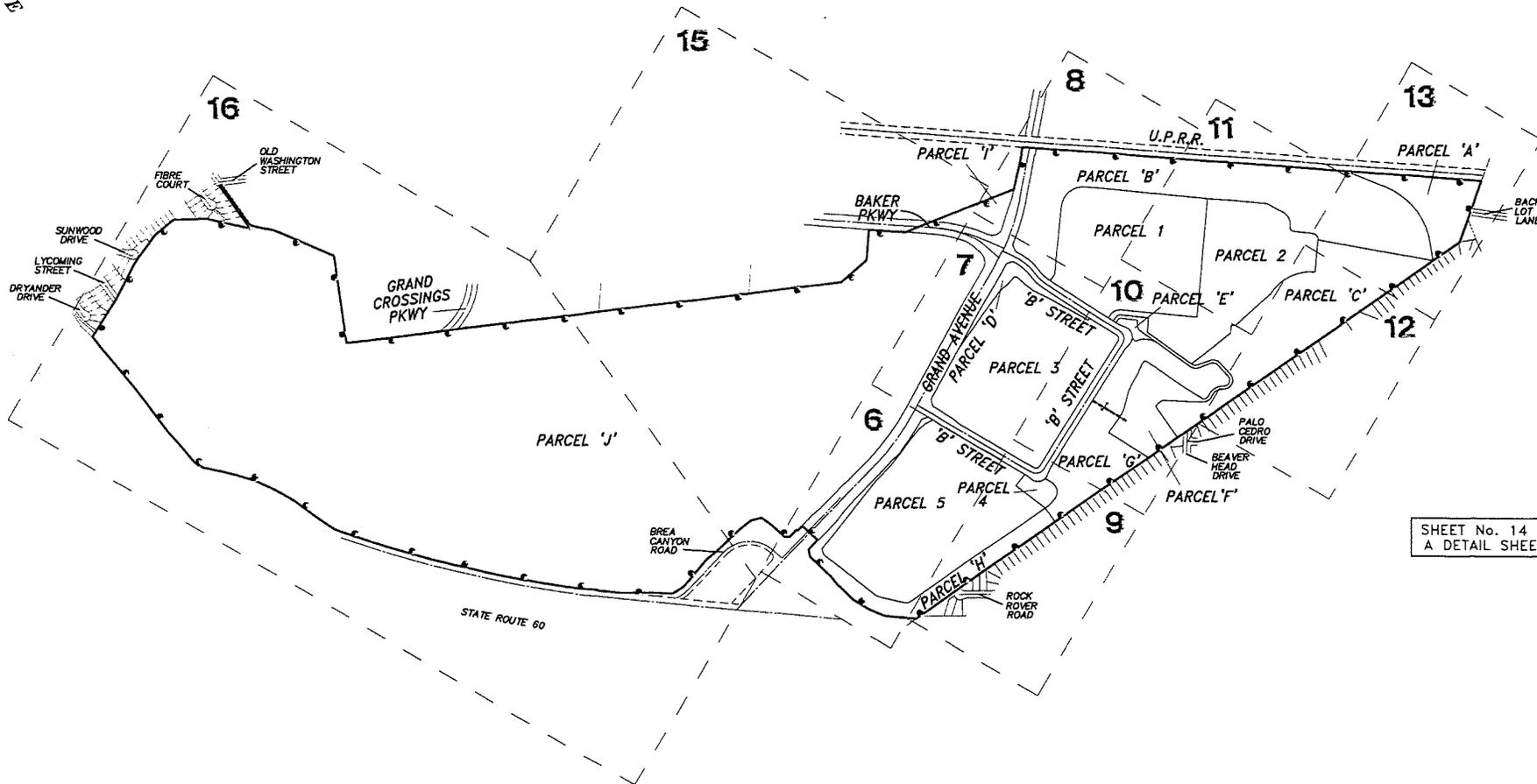
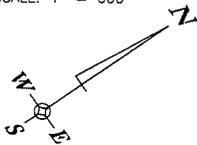
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 600'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

INDEX SHEET



SHEET No. 14 IS  
A DETAIL SHEET

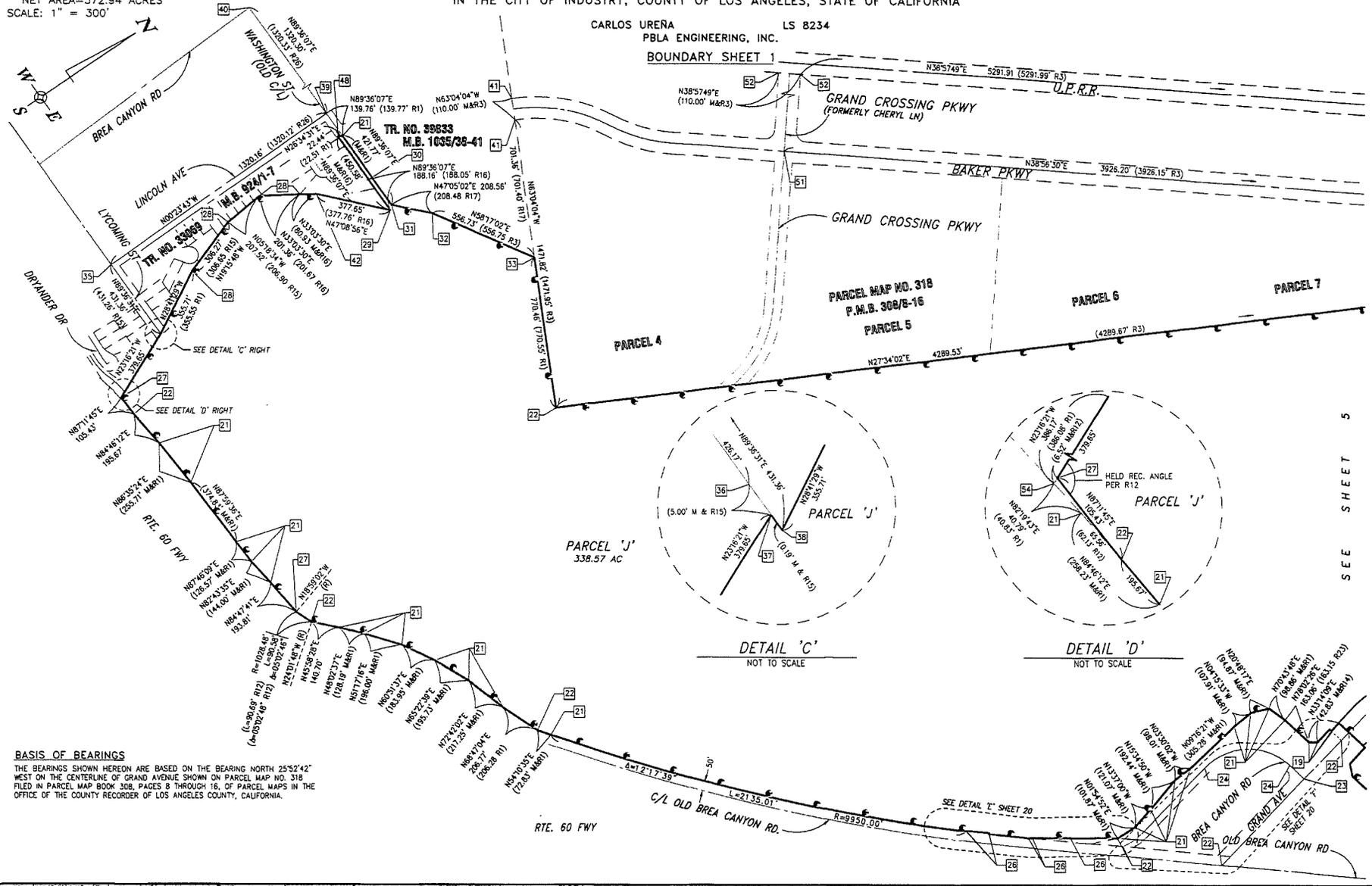
INDICATES DISTINCTIVE BORDER LINE  
PARCEL MAP BOUNDARY

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY; COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS B234  
PBLA ENGINEERING, INC.  
BOUNDARY SHEET 1



### BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 25°52'42" WEST ON THE CENTERLINE OF GRAND AVENUE SHOWN ON PARCEL MAP NO. 318 FILED IN PARCEL MAP BOOK 306, PAGES 8 THROUGH 16, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

SEE SHEET 5

401/33

BOOK 401 PAGE 33

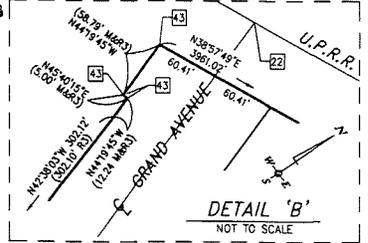
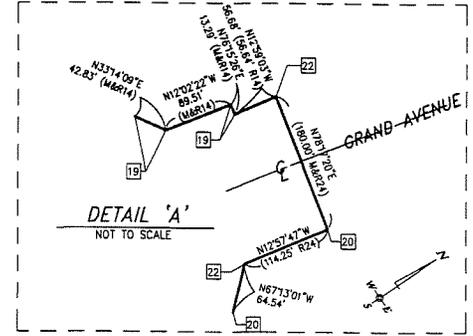
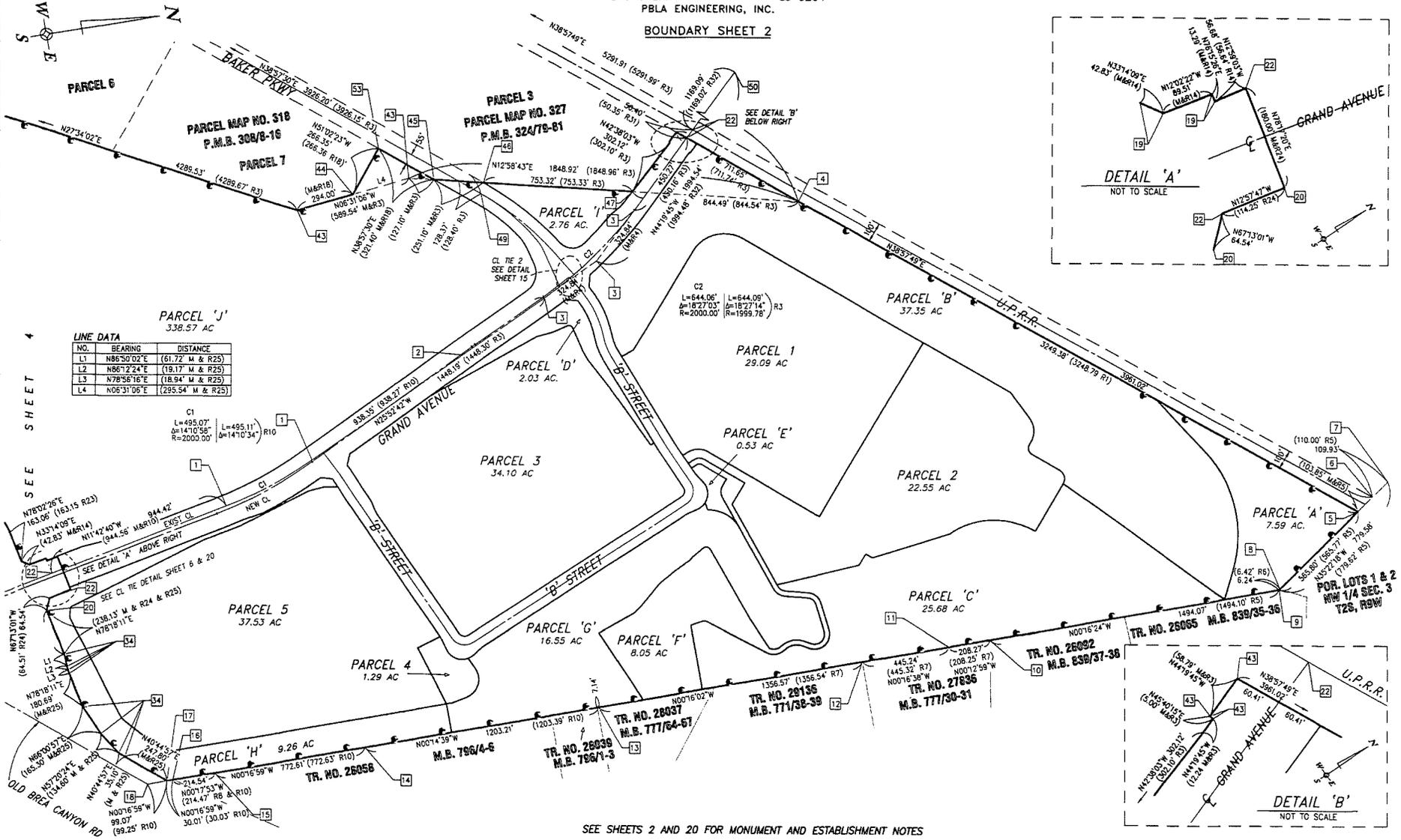
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

SHEET 5 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.  
BOUNDARY SHEET 2



PARCEL 'J'  
338.57 AC

LINE DATA

| NO. | BEARING     | DISTANCE          |
|-----|-------------|-------------------|
| L1  | N86°50'02"E | (61.72' M & R25)  |
| L2  | N86°12'24"E | (19.17' M & R25)  |
| L3  | N78°56'16"E | (18.94' M & R25)  |
| L4  | N06°31'06"E | (295.54' M & R25) |

C1  
L=495.07'  
Δ=141°05'58"  
R=2000.00'

L=495.11'  
Δ=141°03'34"  
R10

FOR LOTS 1 & 2  
NW 1/4 SEC. 3  
T28, R9W

SEE SHEETS 2 AND 20 FOR MONUMENT AND ESTABLISHMENT NOTES

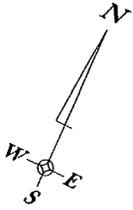
401/34

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

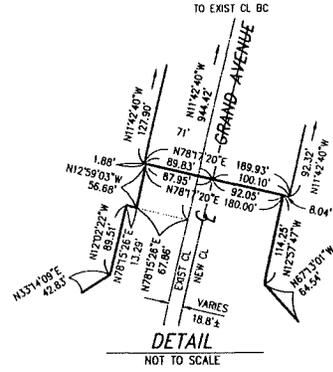
# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 7



PARCEL 'J'  
338.57 AC

PARCEL 5  
37.53 AC

SEE SHEET 16

SEE DETAIL ABOVE RIGHT

FOR REFERENCE MAP DATA SEE SHEET 17

SEE SHEET 9

SEE SHEET 17

SEE SHEET 18

SEE SHEET 19

SEE SHEET 20

SEE SHEET 21

SEE SHEET 22

SEE SHEET 23

SEE SHEET 24

SEE SHEET 25

SEE SHEET 26

SEE SHEET 27

SEE SHEET 28

SEE SHEET 29

SEE SHEET 30

SEE SHEET 31

SEE SHEET 32

SEE SHEET 33

SEE SHEET 34

SEE SHEET 35

SEE SHEET 36

SEE SHEET 37

SEE SHEET 38

SEE SHEET 39

SEE SHEET 40

SEE SHEET 41

SEE SHEET 42

SEE SHEET 43

SEE SHEET 44

SEE SHEET 45

SEE SHEET 46

SEE SHEET 47

SEE SHEET 48

SEE SHEET 49

SEE SHEET 50

SEE SHEET 51

SEE SHEET 52

SEE SHEET 53

SEE SHEET 54

SEE SHEET 55

SEE SHEET 56

SEE SHEET 57

SEE SHEET 58

SEE SHEET 59

SEE SHEET 60

SEE SHEET 61

SEE SHEET 62

SEE SHEET 63

SEE SHEET 64

SEE SHEET 65

SEE SHEET 66

SEE SHEET 67

SEE SHEET 68

SEE SHEET 69

SEE SHEET 70

SEE SHEET 71

SEE SHEET 72

SEE SHEET 73

SEE SHEET 74

SEE SHEET 75

SEE SHEET 76

SEE SHEET 77

SEE SHEET 78

SEE SHEET 79

SEE SHEET 80

SEE SHEET 81

SEE SHEET 82

SEE SHEET 83

SEE SHEET 84

SEE SHEET 85

SEE SHEET 86

SEE SHEET 87

SEE SHEET 88

SEE SHEET 89

SEE SHEET 90

SEE SHEET 91

SEE SHEET 92

SEE SHEET 93

SEE SHEET 94

SEE SHEET 95

SEE SHEET 96

SEE SHEET 97

SEE SHEET 98

SEE SHEET 99

SEE SHEET 100

SEE SHEET 101

SEE SHEET 102

SEE SHEET 103

SEE SHEET 104

SEE SHEET 105

SEE SHEET 106

SEE SHEET 107

SEE SHEET 108

SEE SHEET 109

SEE SHEET 110

SEE SHEET 111

SEE SHEET 112

SEE SHEET 113

SEE SHEET 114

SEE SHEET 115

SEE SHEET 116

SEE SHEET 117

SEE SHEET 118

SEE SHEET 119

SEE SHEET 120

SEE SHEET 121

SEE SHEET 122

SEE SHEET 123

SEE SHEET 124

SEE SHEET 125

SEE SHEET 126

SEE SHEET 127

SEE SHEET 128

SEE SHEET 129

SEE SHEET 130

SEE SHEET 131

SEE SHEET 132

SEE SHEET 133

SEE SHEET 134

SEE SHEET 135

SEE SHEET 136

SEE SHEET 137

SEE SHEET 138

SEE SHEET 139

SEE SHEET 140

SEE SHEET 141

SEE SHEET 142

SEE SHEET 143

SEE SHEET 144

SEE SHEET 145

SEE SHEET 146

SEE SHEET 147

SEE SHEET 148

SEE SHEET 149

SEE SHEET 150

SEE SHEET 151

SEE SHEET 152

SEE SHEET 153

SEE SHEET 154

SEE SHEET 155

SEE SHEET 156

SEE SHEET 157

SEE SHEET 158

SEE SHEET 159

SEE SHEET 160

SEE SHEET 161

SEE SHEET 162

SEE SHEET 163

SEE SHEET 164

SEE SHEET 165

SEE SHEET 166

SEE SHEET 167

SEE SHEET 168

SEE SHEET 169

SEE SHEET 170

SEE SHEET 171

SEE SHEET 172

SEE SHEET 173

SEE SHEET 174

SEE SHEET 175

SEE SHEET 176

SEE SHEET 177

SEE SHEET 178

SEE SHEET 179

SEE SHEET 180

SEE SHEET 181

SEE SHEET 182

SEE SHEET 183

SEE SHEET 184

SEE SHEET 185

SEE SHEET 186

SEE SHEET 187

SEE SHEET 188

SEE SHEET 189

SEE SHEET 190

SEE SHEET 191

SEE SHEET 192

SEE SHEET 193

SEE SHEET 194

SEE SHEET 195

SEE SHEET 196

SEE SHEET 197

SEE SHEET 198

SEE SHEET 199

SEE SHEET 200

SEE SHEET 201

SEE SHEET 202

SEE SHEET 203

SEE SHEET 204

SEE SHEET 205

SEE SHEET 206

SEE SHEET 207

SEE SHEET 208

SEE SHEET 209

SEE SHEET 210

SEE SHEET 211

SEE SHEET 212

SEE SHEET 213

SEE SHEET 214

SEE SHEET 215

SEE SHEET 216

SEE SHEET 217

SEE SHEET 218

SEE SHEET 219

SEE SHEET 220

SEE SHEET 221

SEE SHEET 222

SEE SHEET 223

SEE SHEET 224

SEE SHEET 225

SEE SHEET 226

SEE SHEET 227

SEE SHEET 228

SEE SHEET 229

SEE SHEET 230

SEE SHEET 231

SEE SHEET 232

SEE SHEET 233

SEE SHEET 234

SEE SHEET 235

SEE SHEET 236

SEE SHEET 237

SEE SHEET 238

SEE SHEET 239

SEE SHEET 240

SEE SHEET 241

SEE SHEET 242

SEE SHEET 243

SEE SHEET 244

SEE SHEET 245

SEE SHEET 246

SEE SHEET 247

SEE SHEET 248

SEE SHEET 249

SEE SHEET 250

SEE SHEET 251

SEE SHEET 252

SEE SHEET 253

SEE SHEET 254

SEE SHEET 255

SEE SHEET 256

SEE SHEET 257

SEE SHEET 258

SEE SHEET 259

SEE SHEET 260

SEE SHEET 261

SEE SHEET 262

SEE SHEET 263

SEE SHEET 264

SEE SHEET 265

SEE SHEET 266

SEE SHEET 267

SEE SHEET 268

SEE SHEET 269

SEE SHEET 270

SEE SHEET 271

SEE SHEET 272

SEE SHEET 273

SEE SHEET 274

SEE SHEET 275

SEE SHEET 276

SEE SHEET 277

SEE SHEET 278

SEE SHEET 279

SEE SHEET 280

SEE SHEET 281

SEE SHEET 282

SEE SHEET 283

SEE SHEET 284

SEE SHEET 285

SEE SHEET 286

SEE SHEET 287

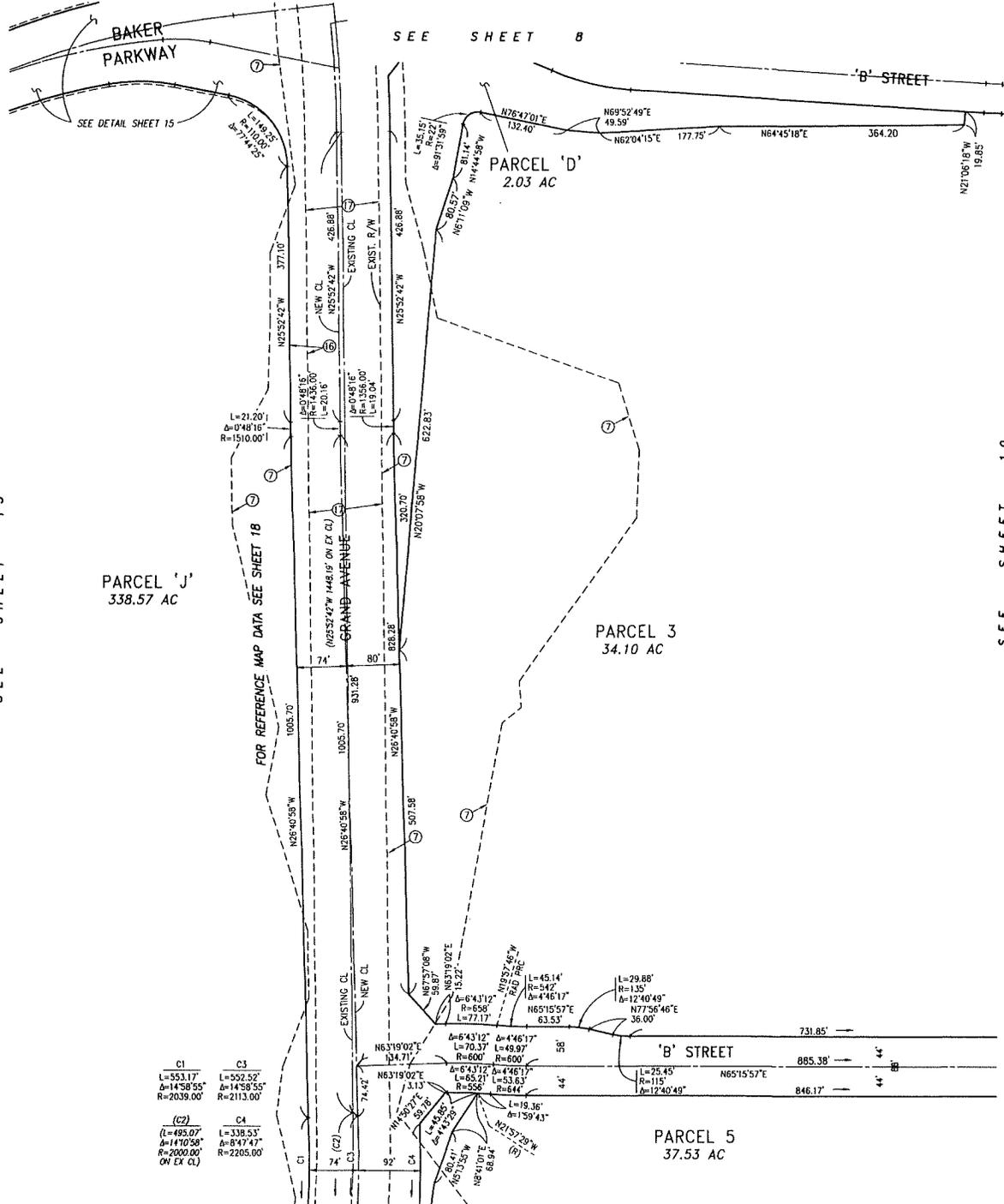
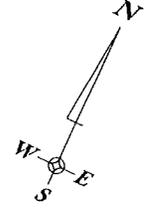
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

SHEET 7 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



|  |  |
|--|--|
| C1<br>L=553.17'<br>Δ=14°58'55"<br>R=2039.00'               | C3<br>L=552.52'<br>Δ=14°58'55"<br>R=2113.00' |
| (C2)<br>L=495.07'<br>Δ=14°10'58"<br>R=2000.00'<br>ON EX CL | C4<br>L=338.53'<br>Δ=8°47'47"<br>R=2205.00'  |

PARCEL 5  
37.53 AC

PARCEL 3  
34.10 AC

PARCEL 'J'  
338.57 AC

PARCEL 'D'  
2.03 AC

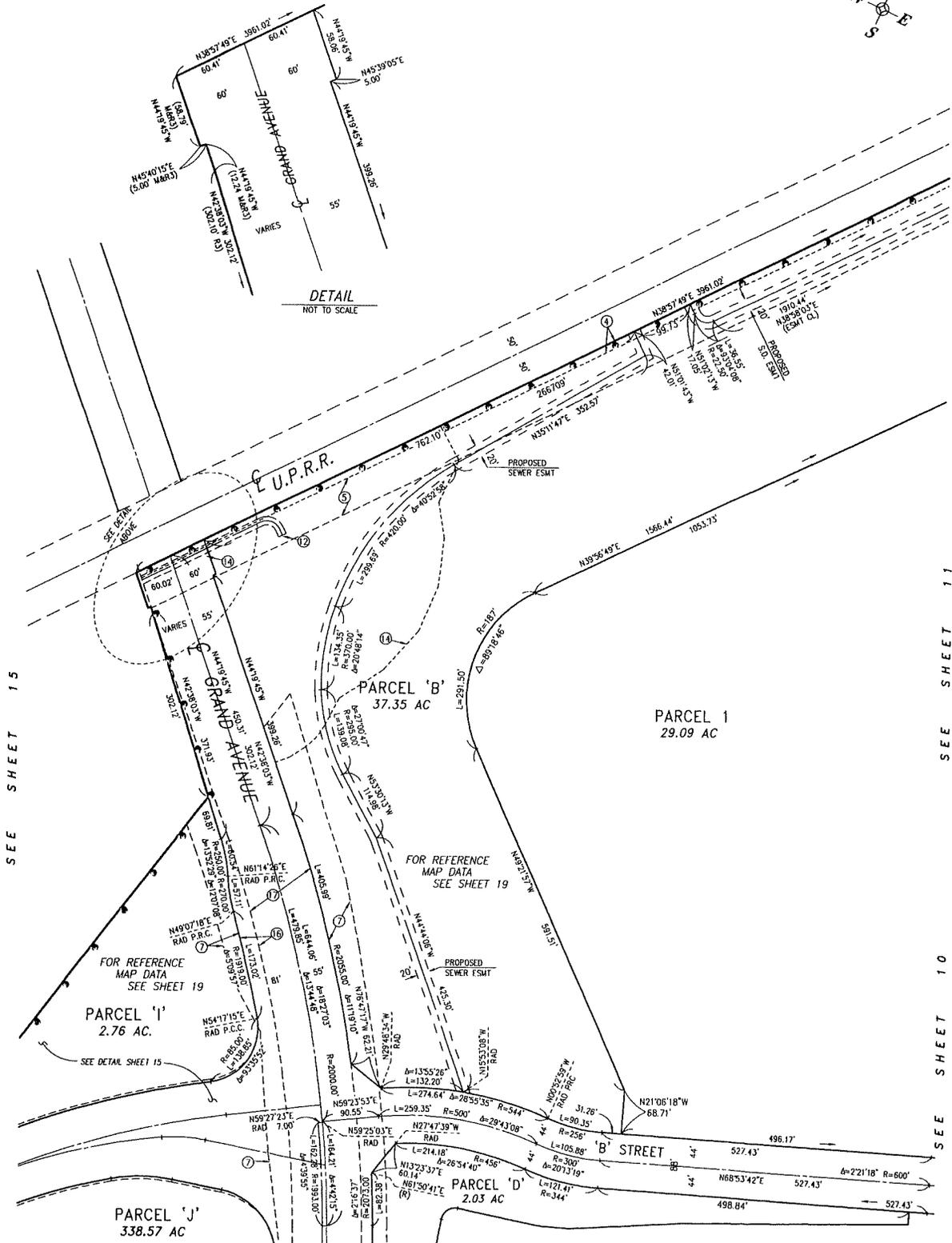
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 8 OF 20 SHEETS

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



DETAIL  
NOT TO SCALE

SEE SHEET 15

SEE SHEET 11

SEE SHEET 10

SEE SHEET 7



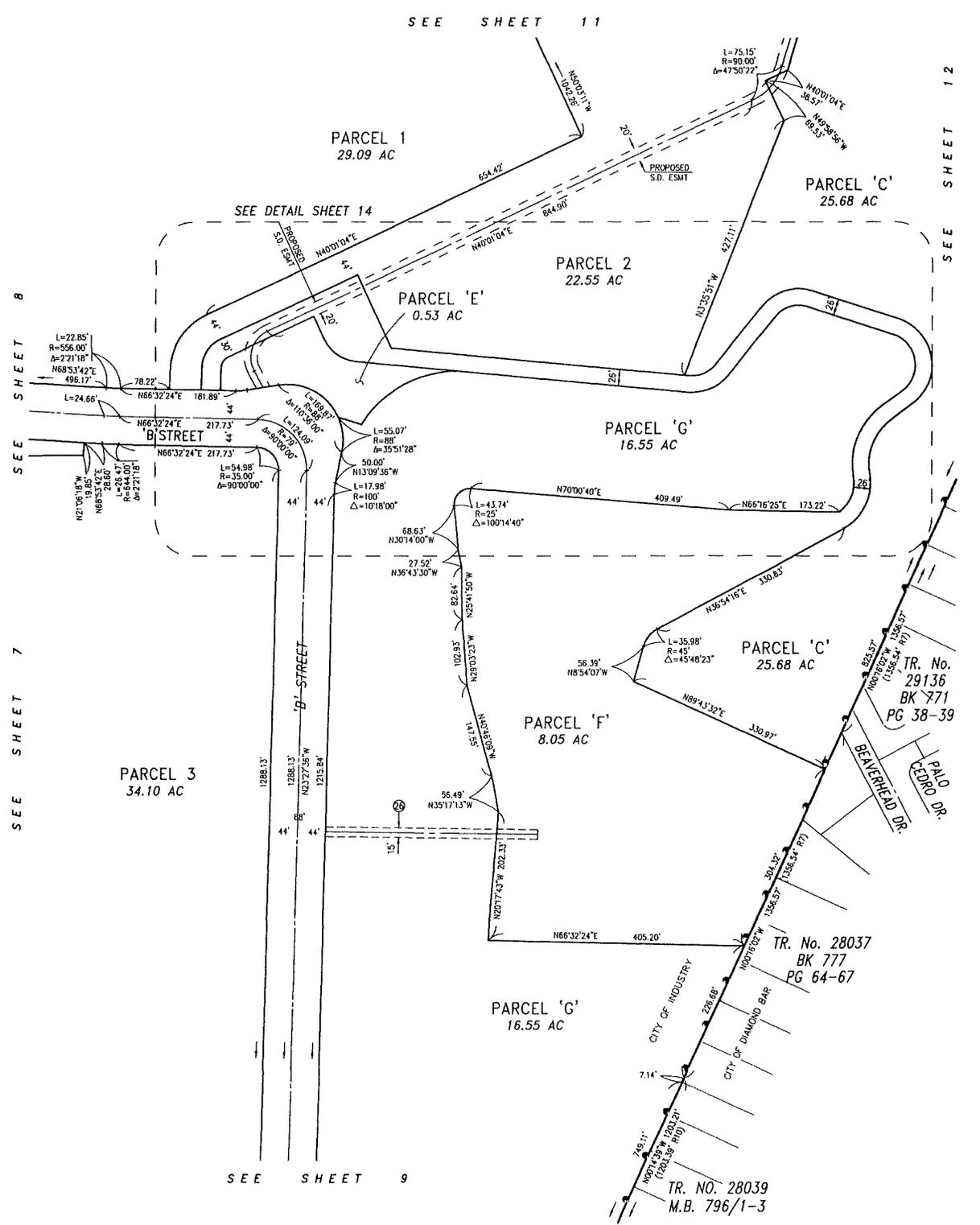
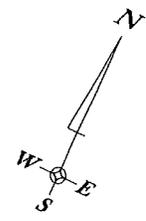
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

SHEET 10 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



TR. No. 29136  
BK 771  
PG 38-39

TR. No. 28037  
BK 777  
PG 64-67

TR. NO. 28039  
M.B. 796/1-3

401/39

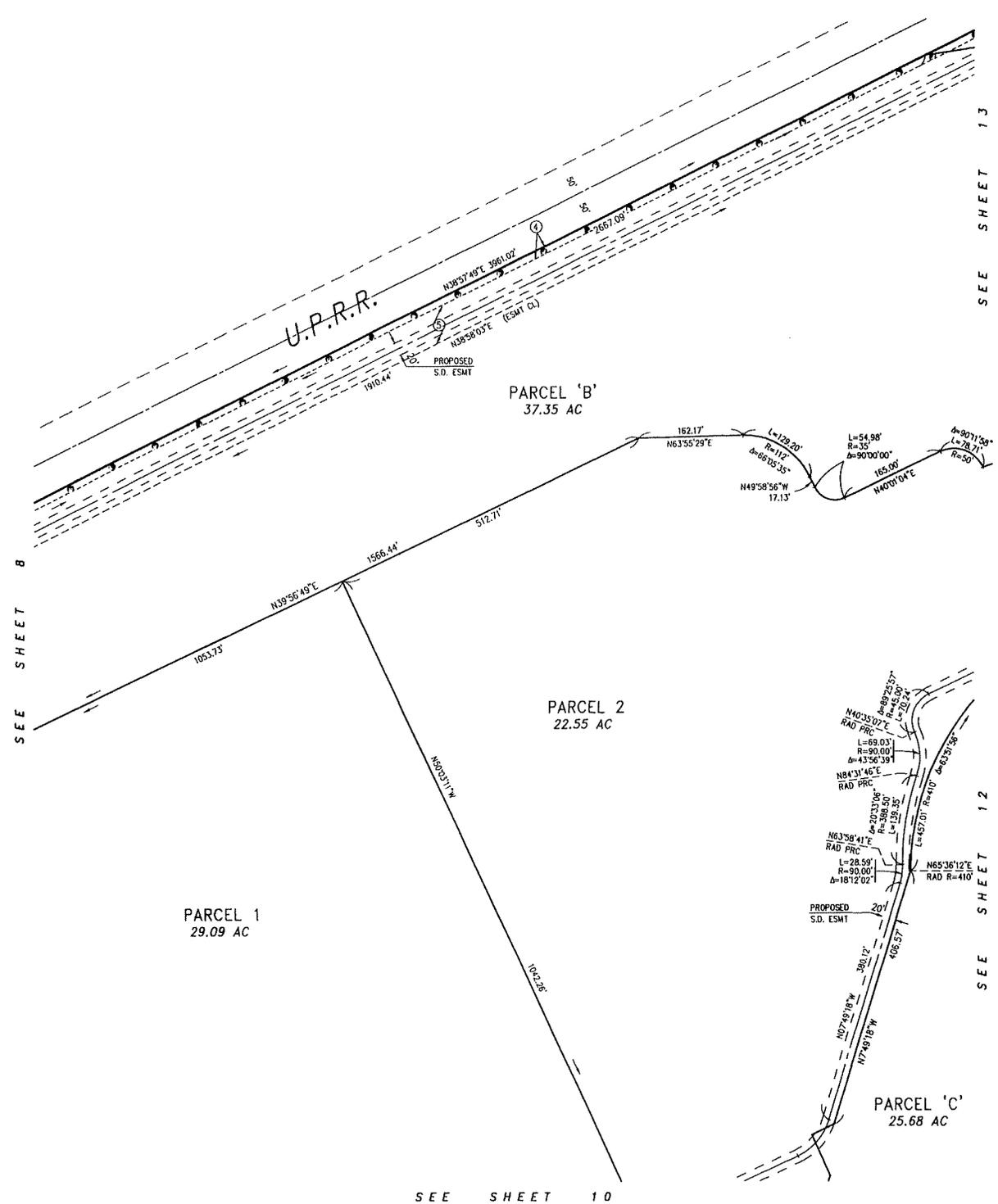
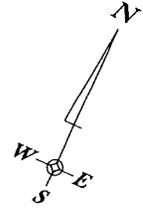
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

SHEET 11 OF 20 SHEETS



SEE SHEET 8

SEE SHEET 13

SEE SHEET 12

SEE SHEET 10

PARCEL 1  
29.09 AC

PARCEL 2  
22.55 AC

PARCEL 'B'  
37.35 AC

PARCEL 'C'  
25.68 AC

U.P.R.R.

PROPOSED  
S.D. ESMT

PROPOSED  
S.D. ESMT

N40°35'07"E  
RAD PRC  
L=69.03'  
R=90.00'  
Δ=43°56'39"  
N84°31'46"E  
RAD PRC  
L=208.3706'  
R=139.20'  
N63°58'41"E  
RAD PRC  
L=28.59'  
R=90.00'  
Δ=18°12'02"  
N55°36'12"E  
RAD R=410'

162.17'  
N63°55'29"E  
L=128.20'  
R=112'  
Δ=66°05'35"  
L=54.98'  
R=35'  
Δ=90°00'00"  
165.00'  
N40°01'04"E  
L=90°11'56"  
L=26.71'  
R=50'

1053.73'  
N39°56'49"E  
1566.44'  
512.71'

N59°03'17"W  
1142.26'

N139°37'49"E 3861.02'  
N38°58'03"E (ESMT CL.)  
1910.44'

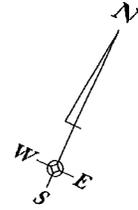
N74°16'41"W  
408.57'  
N97°10'18"W  
386.12'  
N48°16'41"W  
408.57'

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

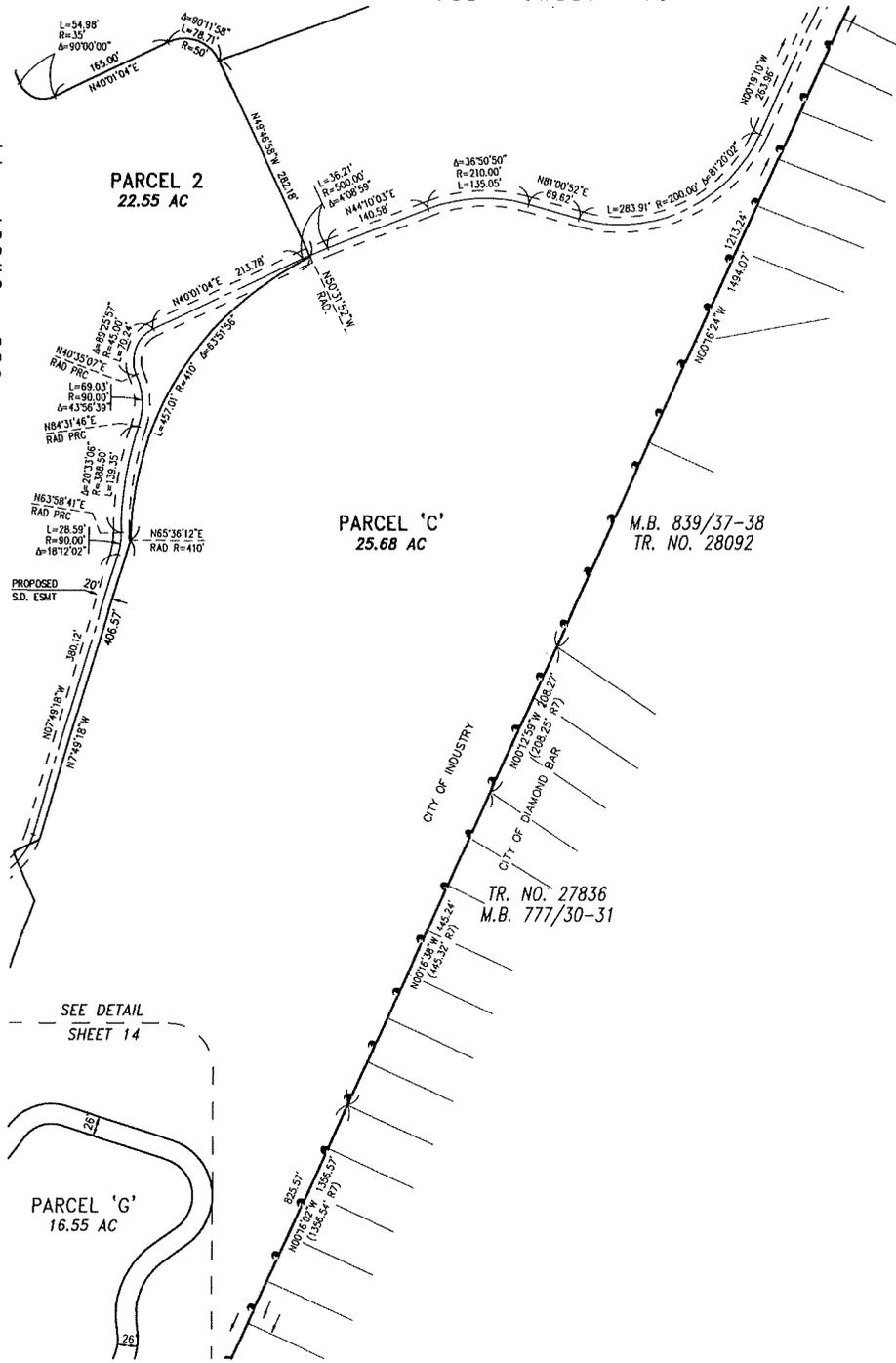


SEE SHEET 13

SEE SHEET 11

SEE SHEET 10

SEE DETAIL SHEET 14



PARCEL 2  
22.55 AC

PARCEL 'C'  
25.68 AC

PARCEL 'G'  
16.55 AC

M.B. 839/37-38  
TR. NO. 28092

TR. NO. 27836  
M.B. 777/30-31

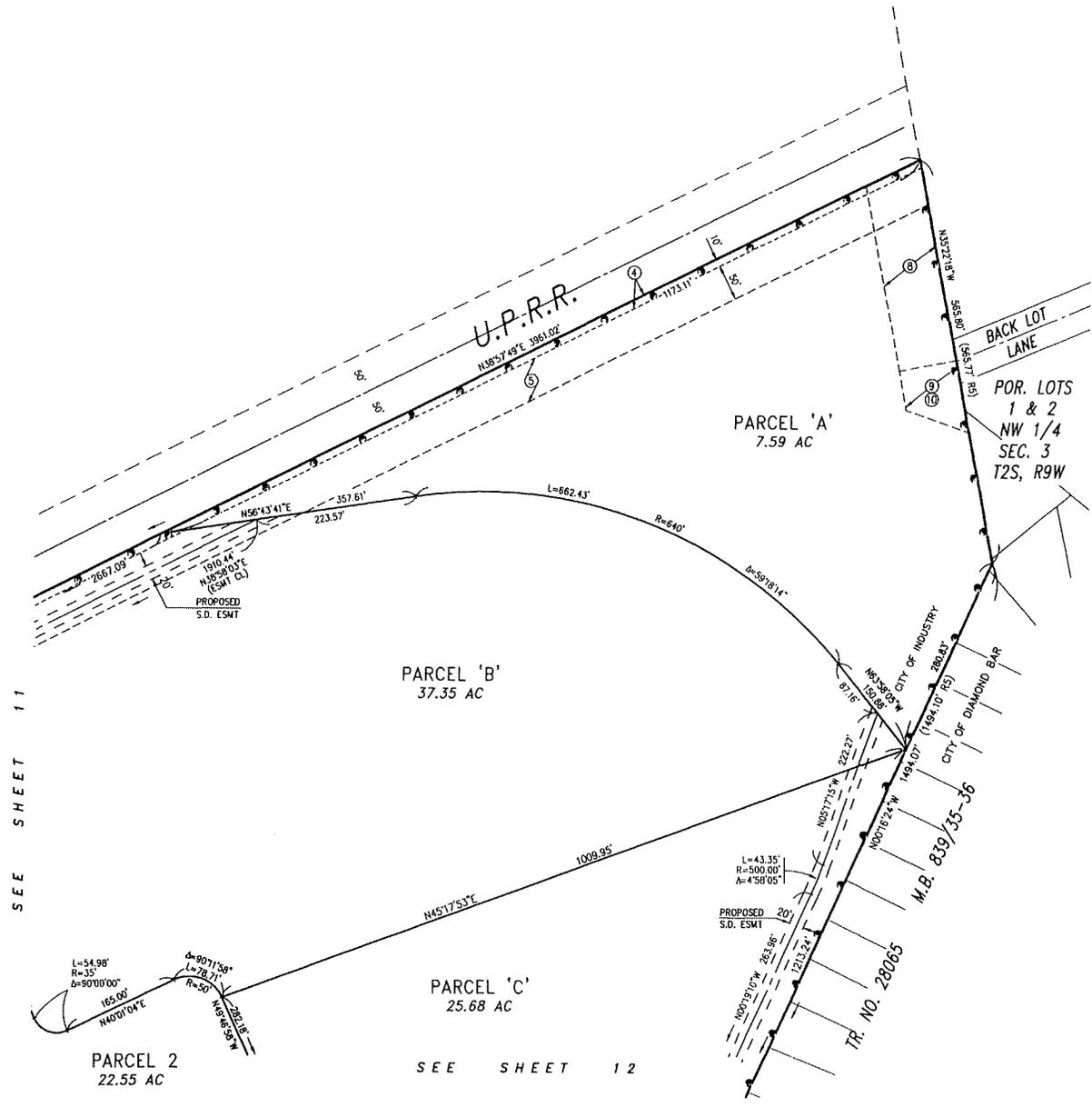
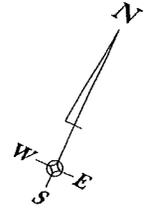
CITY OF INDUSTRY  
CITY OF DIAMOND BAR

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 11

SEE SHEET 12



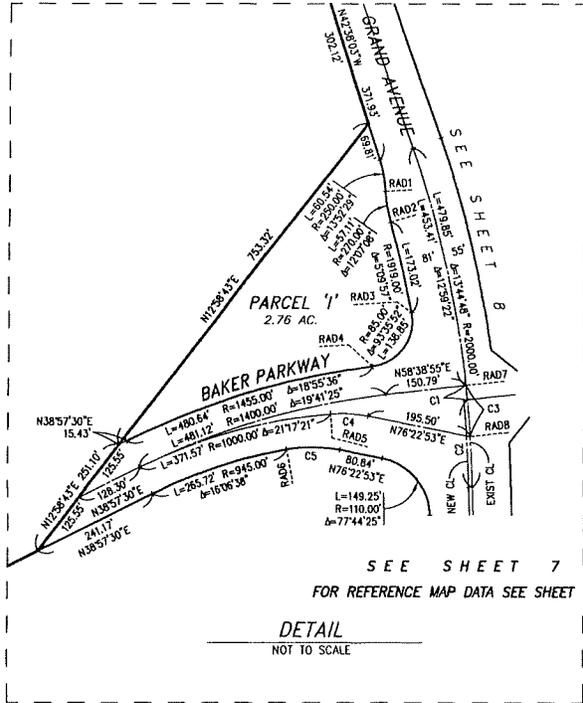
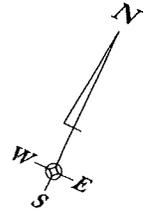
5 NUMBERED PARCELS  
 10 LETTERED PARCELS  
 GROSS AREA=596.65 ACRES  
 NET AREA=572.94 ACRES  
 SCALE: 1" = 300'

# PARCEL MAP NO. 352

SHEET 15 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
 PBLA ENGINEERING, INC.



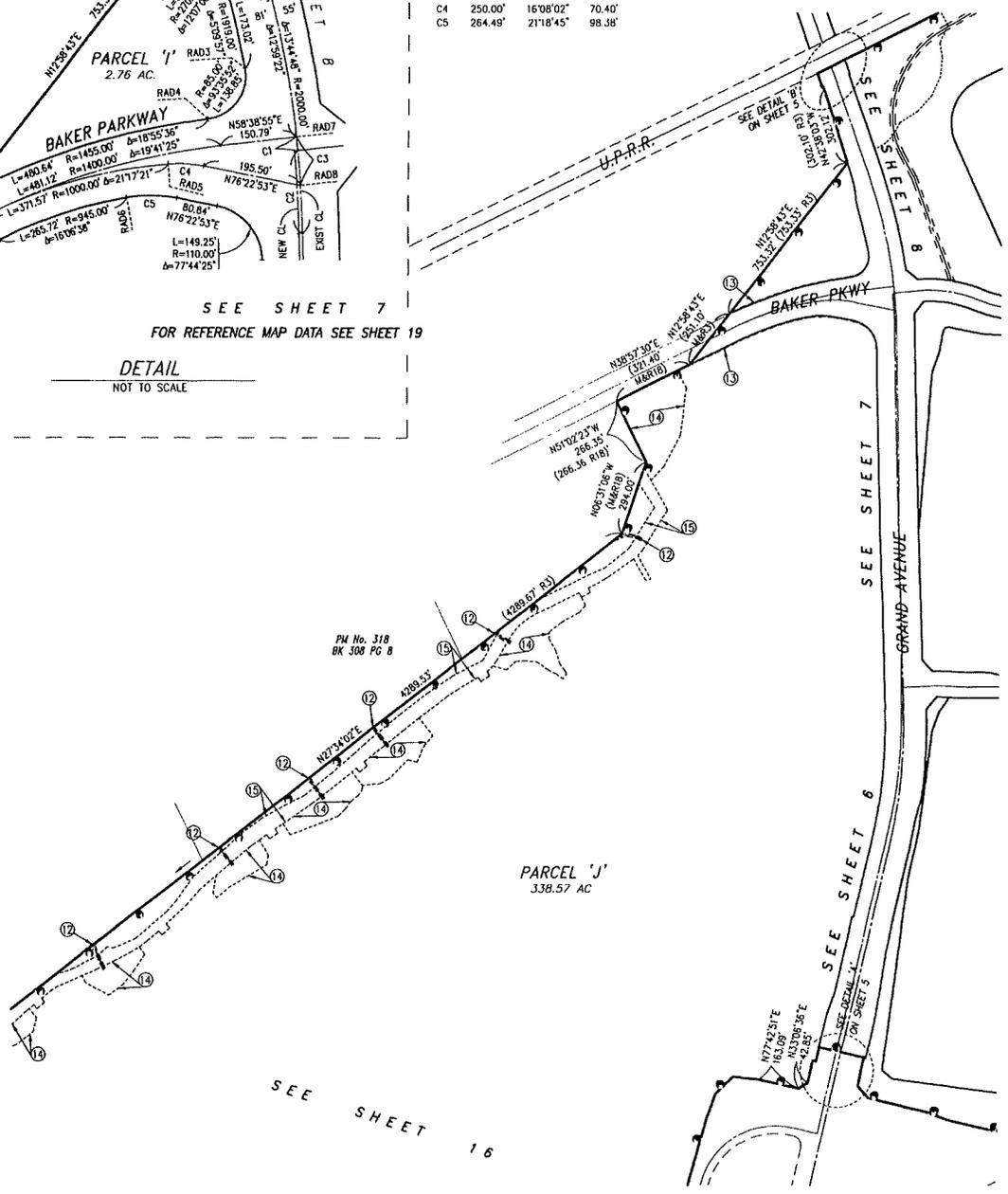
**RADIAL LINES**

| NO.  | BEARING     | DESC |
|------|-------------|------|
| RAD1 | N61°14'26"E | PRC  |
| RAD2 | N49°07'18"E | PRC  |
| RAD3 | N54°17'15"E | PCC  |
| RAD4 | N32°06'53"W | PRC  |
| RAD5 | N29°45'09"W | PCC  |
| RAD6 | N34°55'52"W | PCC  |
| RAD7 | N58°39'37"E | --   |
| RAD8 | N61°23'09"E | --   |

**CURVE DATA**

| NO. | RADIUS   | DELTA     | ARC     |
|-----|----------|-----------|---------|
| C1  | 2000.00' | 00°47'46" | 27.79'  |
| C2  | 2000.00' | 04°39'55" | 162.85' |
| C3  | 2000.00' | 02°43'32" | 95.14'  |
| C4  | 250.00'  | 16°08'02" | 70.40'  |
| C5  | 264.49'  | 21°18'45" | 98.38'  |



401/44

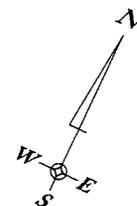
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 300'

# PARCEL MAP NO. 352

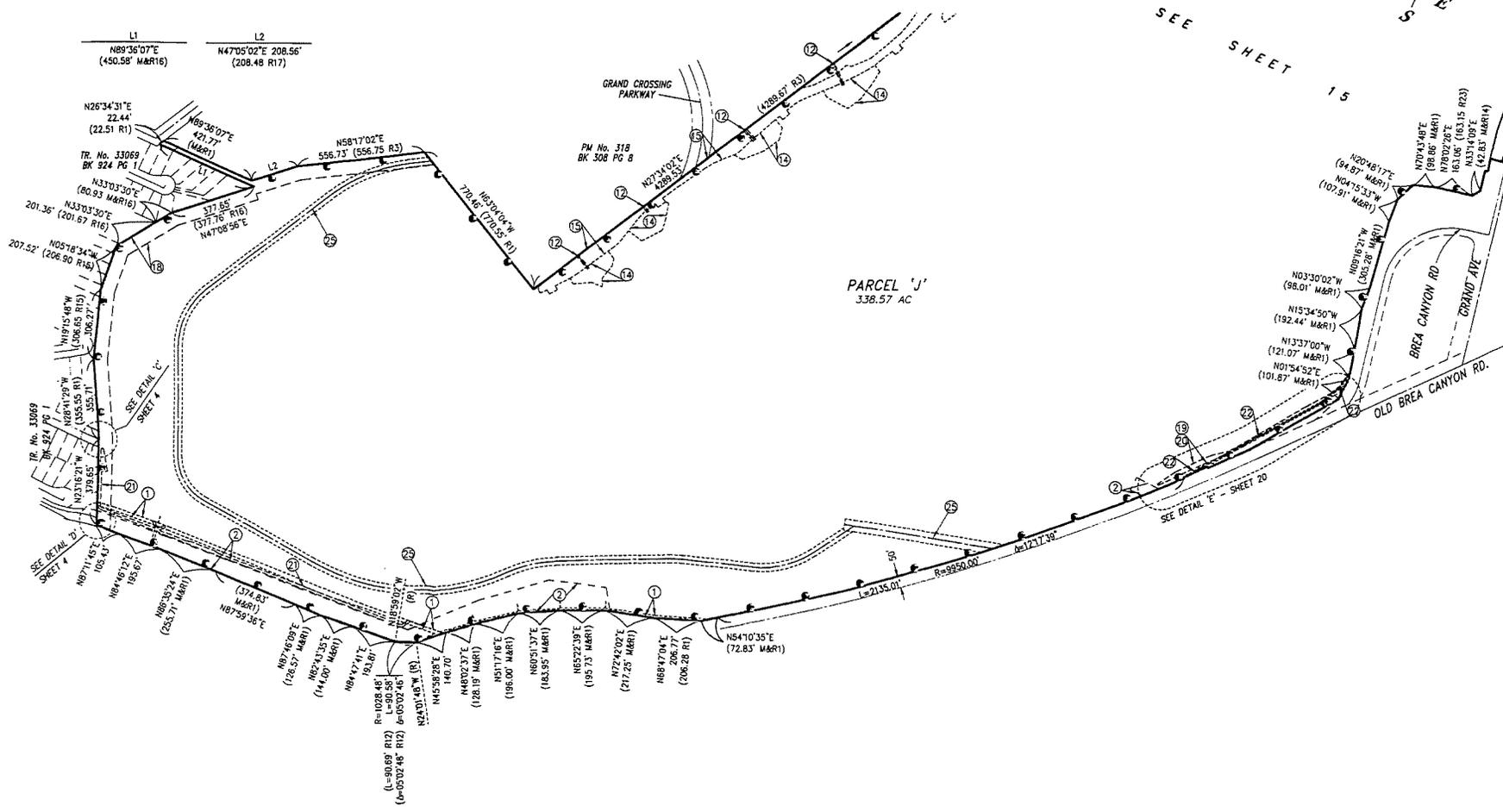
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

SHEET 16 OF 20 SHEETS



SEE SHEET 15



SEE DETAIL 'E' - SHEET 20

401/45

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 7

SEE SHEET 15

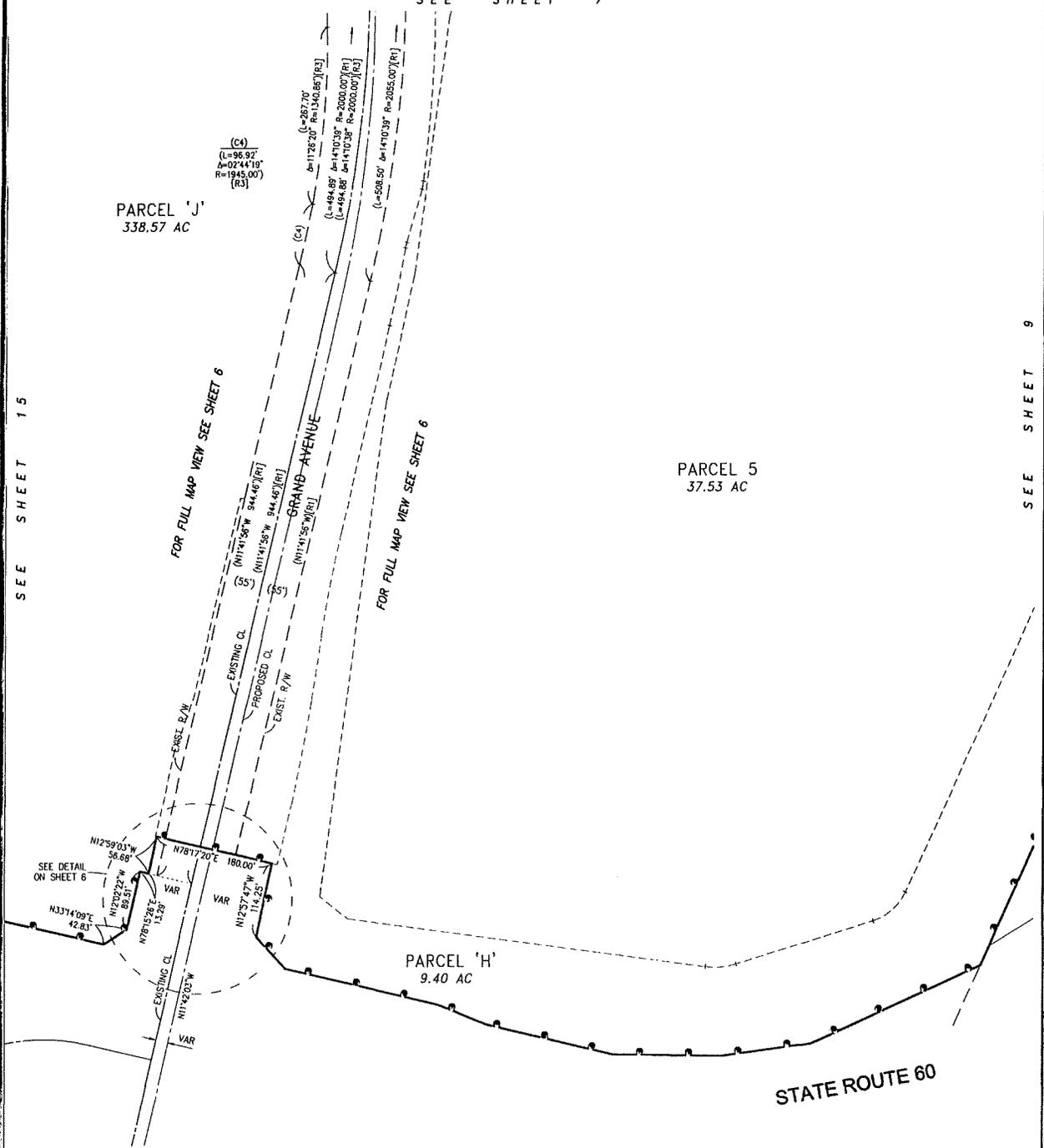
PARCEL 'J'  
338.57 AC

FOR FULL MAP VIEW SEE SHEET 6

FOR FULL MAP VIEW SEE SHEET 6

PARCEL 5  
37.53 AC

SEE SHEET 9



(C)  
L=96.92'  
Δ=02°44'19"  
R=1945.00'  
(R)

(C)  
L=287.70'  
Δ=17°28'20" R=1340.85' (R)  
(C)  
L=484.85' Δ=17°03'32" R=2000.00' (R)  
L=484.85' Δ=17°03'32" R=2000.00' (R)  
(C)  
L=508.50' Δ=17°03'32" R=2085.00' (R)

SEE DETAIL ON SHEET 6  
N12°59'03"W 56.68'  
N12°22'22"W 88.51'  
N33°14'09"E 42.83'  
N78°15'58"E 13.56'  
N78°17'20"E 180.00'  
N12°57'47"W 114.23'

PARCEL 'H'  
9.40 AC

STATE ROUTE 60

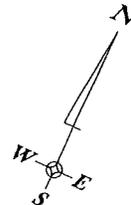
5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

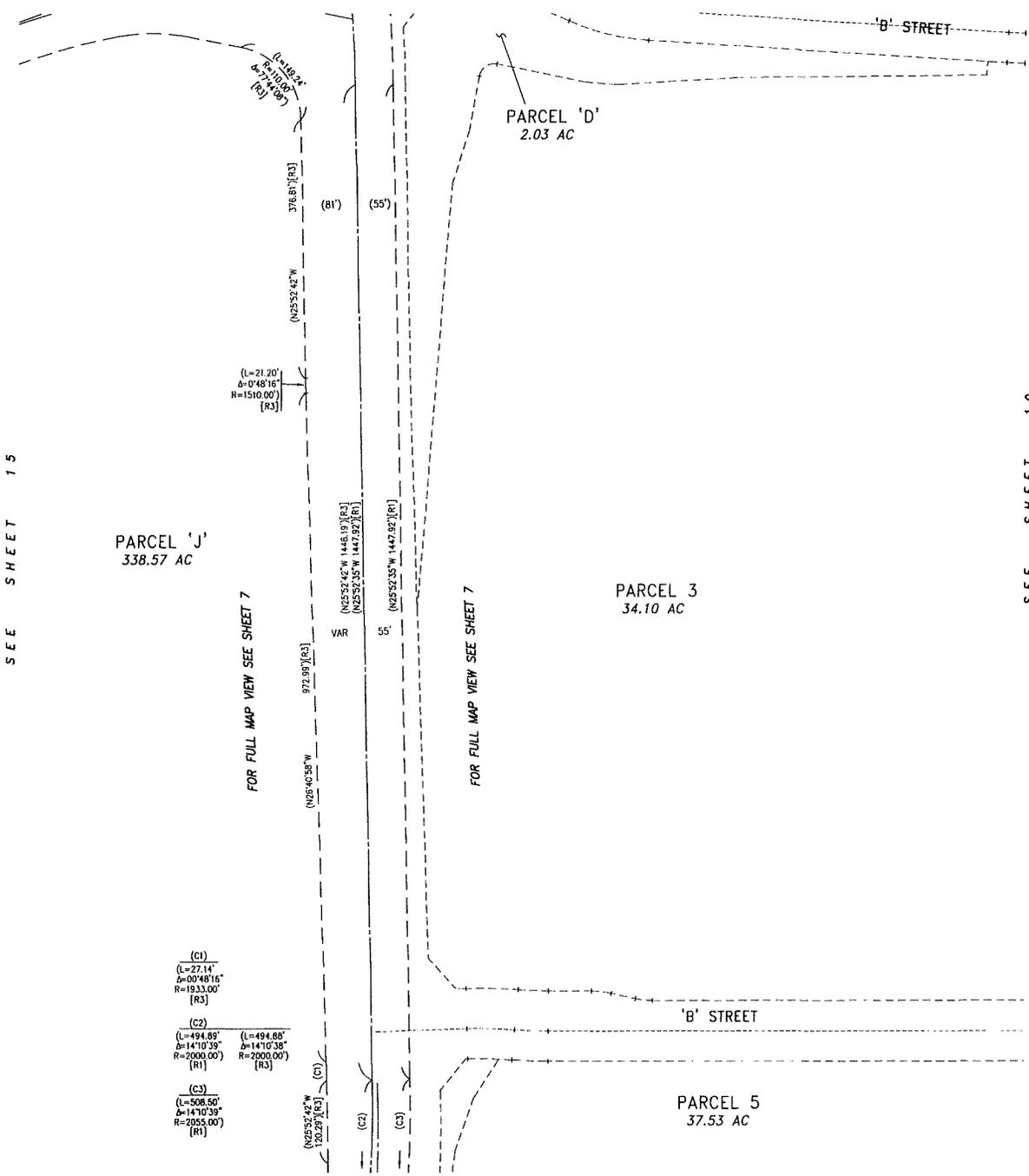
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

SHEET 18 OF 20 SHEETS



SEE SHEET 19



SEE SHEET 15

SEE SHEET 10

PARCEL 'J'  
338.57 AC

PARCEL 'D'  
2.03 AC

PARCEL 3  
34.10 AC

PARCEL 5  
37.53 AC

(C1)  
(L=27.14'  
Δ=00°48'16"  
R=1933.00'  
[R3]

(C2) (L=494.89'  
Δ=14°10'39" R=2000.00') [R1] (L=494.68'  
Δ=14°10'38" R=2000.00') [R3]

(C3)  
(L=508.50'  
Δ=14°10'39" R=2055.00'  
[R1]

FOR FULL MAP VIEW SEE SHEET 7

FOR FULL MAP VIEW SEE SHEET 7

SEE SHEET 17

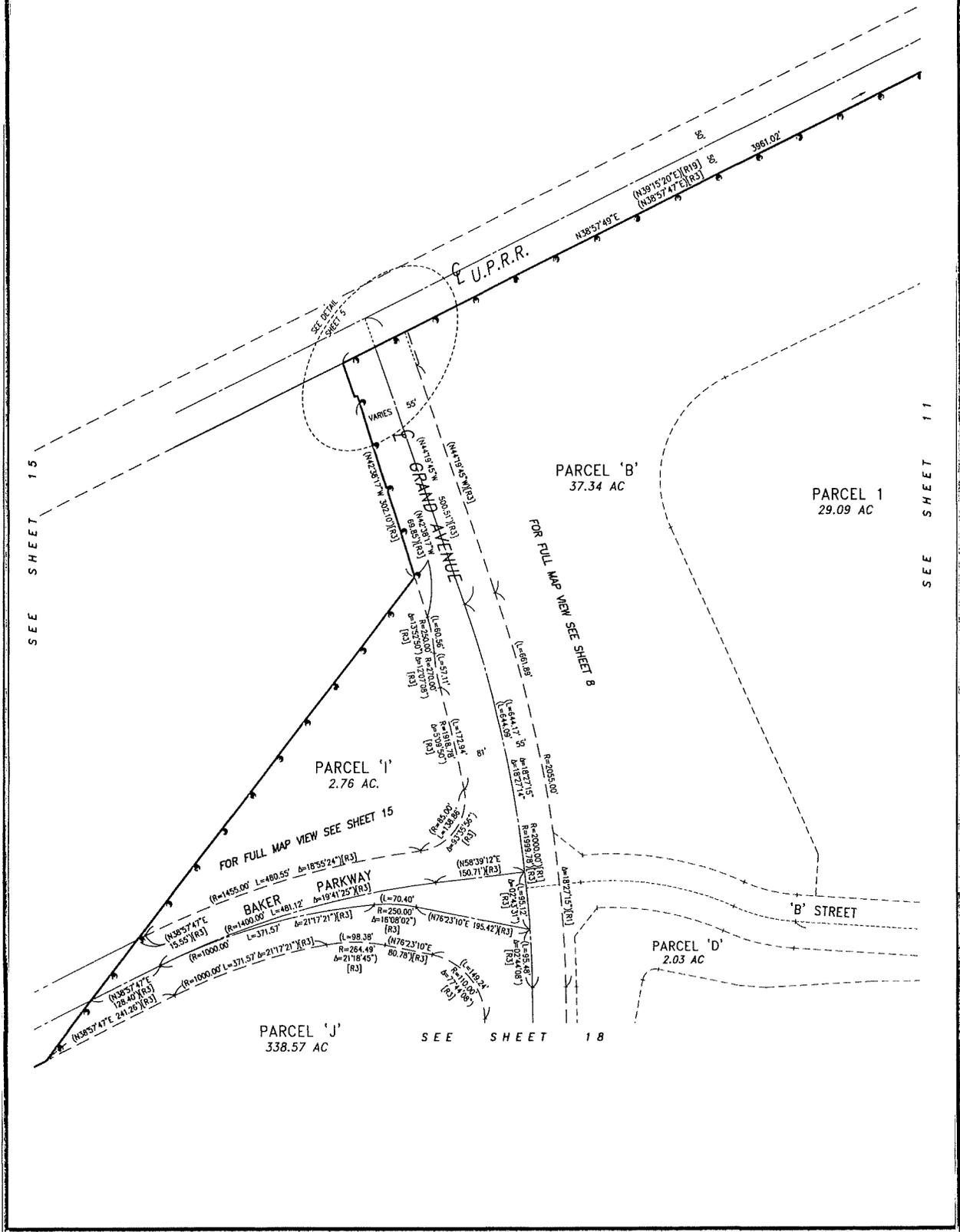
401/47

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES  
SCALE: 1" = 100'

# PARCEL MAP NO. 352

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.



SEE SHEET 15

SEE SHEET 5

FOR FULL MAP VIEW SEE SHEET 8

FOR FULL MAP VIEW SEE SHEET 15

SEE SHEET 18

SEE SHEET 11

401/48

5 NUMBERED PARCELS  
10 LETTERED PARCELS  
GROSS AREA=596.65 ACRES  
NET AREA=572.94 ACRES

# PARCEL MAP NO. 352

SHEET 20 OF 20 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

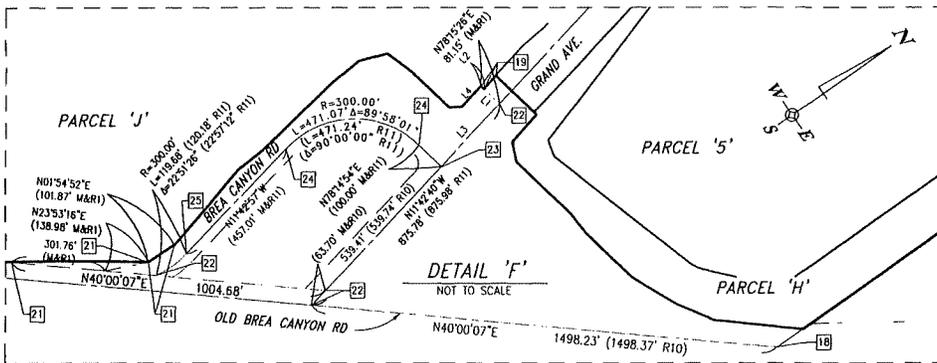
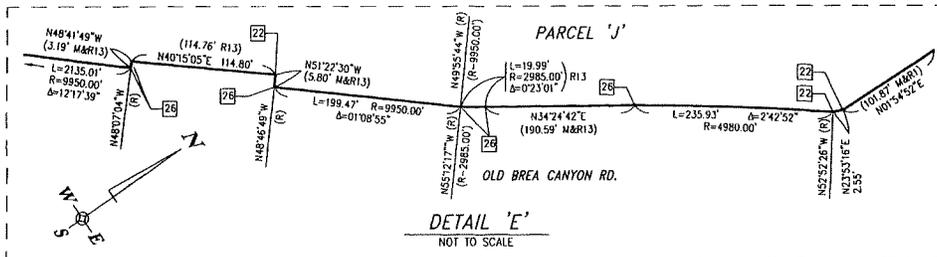
CARLOS UREÑA LS 8234  
PBLA ENGINEERING, INC.

### RECORD REFERENCES

- R1 PARCEL MAP NO. 8024, PMB 99/3-4
- R2 RS 174/1-3
- R3 PARCEL MAP NO. 318, PMB 308/8-16
- R4 PWF 1233/61D
- R5 RS 76/51-56
- R6 TRACT MAP NO. 28065, MB 839/35-36
- R7 TRACT MAP NO. 27836, MB 777/30-31
- R8 TRACT MAP NO. 28058, MB 796/4-6
- R9 TRACT MAP NO. 28039, MB 796/1-3
- R10 RS 276/26-28
- R11 RS 239/87-89
- R12 INST. NO. 02-1136883, O.R., DATED 5/16/2002
- R13 INST. NO. 2015-0393777, O.R., DATED 4/9/2015
- R14 INST. NO. 2016-0258776, O.R., DATED 3/9/2016
- R15 TRACT MAP NO. 33069, MB 924/1-7
- R16 TRACT MAP NO. 42173, MB 1055/56-57
- R17 TRACT MAP NO. 39833, MB 1035/38-41
- R18 LLA 68, INST. NO. 06-1599660, O.R., REC. 7-14-2006
- R19 RS 32/9
- R20 TRACT MAP NO. 28092, MB 839/37-38
- R21 TRACT MAP NO. 28037, MB 777/64-67
- R22 TRACT MAP NO. 29136, MB 771/38-39
- R23 STREET AND HIGHWAY EASEMENT INST. NO. 2015-1152795 O.R., REC. 9/17/2015
- R24 INST. NO. 2016-0258778, O.R., DATED 3/9/2016
- R25 INST. NO. 2016-0255777, O.R., DATED 3/9/2016
- R26 RS 225/88
- R27 PWF 1133/802
- R28 CITY OF INDUSTRY CENTERLINE TIES LB1
- R29 CITY OF INDUSTRY CENTERLINE TIES LB4
- R30 CITY OF INDUSTRY CENTERLINE TIES LB3
- R31 PWF 1233/57A
- R32 RS 161/87-91

### EASEMENT NOTES

- ① SCE PUBLIC UTILITIES EASEMENT, REC 8/30/68, INST. NO. 4418, O.R.
- ② STATE OF CALIFORNIA DRAINAGE EASEMENT, REC. 8/30/68, INSTR. NO. 4419, BK D4118, PG 608 & REC 11/17/69, INSTR. NO. 2961, BK D4557, PG 11, O.R.
- ③ COUNTY OF LOS ANGELES PUBLIC STREET & HIGHWAY IRREVOCABLE OFFER OF DEDICATION, REC 9/18/70, INST. NO. 3369, O.R.
- ④ LOS ANGELES COUNTY SANITATION DISTRICT No. 21 SEWER EASEMENT, REC 7/17/72, BK D-5534, PG 531, O.R.
- ⑤ LOS ANGELES COUNTY TEMP CONSTRUCTION EASEMENT, REC 7/17/72, BK D-5534, PG 531, O.R.
- ⑥ COUNTY OF LOS ANGELES SLOPE EASEMENT, SHOWN ON PARCEL MAP No. 8024, BK 99, PG 3-4
- ⑦ DIAMOND BAR DEVELOPMENT CORP SLOPE & STORM DRAIN EASEMENT, REC 9/7/82, INST. NO. 82-908233, O.R.
- ⑧ COUNTY OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STORM DRAIN EASEMENT, REC 10/19/82, INST. NO. 82-1093989, O.R. AND 11/28/83, INST. NO. 83-1398887, O.R.
- ⑨ COUNTY OF LOS ANGELES STORM DRAIN EASEMENT, REC 10/29/82, INST. NO. 82-1093994, O.R.
- ⑩ CITY OF INDUSTRY STREET EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑪ CITY OF INDUSTRY STORM DRAIN EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑫ CITY OF INDUSTRY PUB UTILITY EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑬ CITY OF INDUSTRY DEBRIS BASIN EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑭ CITY OF INDUSTRY INGRESS & EGRESS EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑮ CITY OF INDUSTRY STREET WIDENING EASEMENT, SHOWN ON PARCEL MAP No. 318, BK 308, PG 8-16
- ⑯ CITY OF INDUSTRY PUBLIC ROAD EASEMENT, REC 8/8/88, INST. NO. 88-1246248, O.R.
- ⑰ SCE PUBLIC UTILITIES EASEMENT, REC 12/11/2002, INST. NO. 02-3033770, O.R.
- ⑱ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/9/2015, INST. NO. 20150393777, O.R.
- ⑳ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/24/2015, INST. NO. 2015045636, O.R.
- ㉑ SCE PUBLIC UTILITIES EASEMENT, REC 5/26/2015, INST. NO. 20150607488, O.R.
- ㉒ SCE PUBLIC UTILITIES EASEMENT, REC 8/19/2015, INST. NO. 20151018002, O.R.
- ㉓ CITY OF INDUSTRY STREET & HIGHWAY EASEMENT, REC 9/17/2015, INST. NO. 20151152795, O.R.
- ㉔ SCE PUBLIC UTILITIES EASEMENT & RELINQUISHMENT, REC 3/11/2016, INST. NO. 20160268822, O.R.
- ㉕ WALNUT VALLEY WATER DISTRICT EASEMENT, REC. 7/2/2018, INST. NO. 20180658919, O.R.



### MONUMENT & ESTABLISHMENT NOTES

SET 1" I.P. TAGGED "PLS 8234", OR AN 8" SPIKE AND WASHER STAMPED "PLS 8234" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE; OR LEAD, TACK AND TAG STAMPED "PLS 8234" IN CONCRETE, AT ALL PARCEL CORNERS, AND AT ALL STREET CENTERLINE ANGLE POINTS, BCs AND ECs, OR AS NOTED.

SET NAIL AND TAG, "PLS 8234" IN TOP OF CURB ON PROLONGATION OF SIDE PARCEL LINES.

- ⑤1 FD. SCRIBE "X", IN CONC. FITS TIES PER R30, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND CROSSING PKWY (FORMERLY CHERYL LN) & BAKER PKWY R3.
- ⑤2 FD. LEAD TACK AND TAG "LS 5490" ON BRIDGE ABUTMENT, ACCEPTED AS POINTS ON THE SOUTHERLY LINE OF UPRR PER R3.
- ⑤3 SEARCHED, NOTHING FOUND, ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE SOUTHEAST AND THE SOUTHEASTERLY LINE OF BAKER PARKWAY PER R18.
- ⑤4 SEARCHED, NOTHING FOUND ESTABLISHED BY INTERSECTION PER R1

### LINE DATA

| NO. | BEARING      | DISTANCE             |
|-----|--------------|----------------------|
| L1  | N78°15'26"E  | 67.86'               |
| L2  | N78°15'26"E  | (13.29' M & R14)     |
| L3  | N114°42'00"W | 272.63' (272.52 R10) |
| L4  | N12°02'22"W  | (89.51' M & R14)     |