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# SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA

APRIL 23, 2020 8:30 A.M.



Chair Cory C. Moss  
Vice Chair Cathy Marcucci  
Board Member Abraham Cruz  
Board Member Mark D. Radecki  
Board Member Newell Ruggles

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

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## *Addressing the Agency:*

- Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the Successor Agency to the Industry Urban-Development Agency shall be held telephonically. Members of the public shall be able to attend the meeting telephonically, and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 208455859#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, April 21, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.
- *Agenda Items:* Members of the public may address the Successor Agency 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.
- *Public Comments (Non-Agenda Items Only):* Anyone wishing to address the Successor Agency 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 Successor Agency from taking action on a specific item unless it appears on the posted Agenda.

## *Americans with Disabilities Act:*

- In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 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 Government Code Section 54957.5(b), 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 Secretary of the Successor Agency 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**

- 5.1 Consideration of the Register of Demands for April 9, 2020

*RECOMMENDED ACTION: Ratify the Register of Demands.*

- 5.2 Consideration of the Register of Demands for April 23, 2020

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

- 5.3 Consideration of granting an easement to Southern California Edison for the undergrounding of a 12KV distribution line as part of the Industry Business Center Project (MP 99-31 #16)

*RECOMMENDED ACTION: Approve the Easement.*

- 5.4 Consideration of Amendment No. 2 to Cooperative Agreement No. 07-4959, between the Successor Agency to the Industry Urban-Development Agency and Caltrans for the SR 57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp

*RECOMMENDED ACTION: Approve the Amendment.*

6. **BOARD MATTERS**

- 6.1 Presentation and discussion regarding selection of a proposed auditing firm, and consideration of a Professional Services Agreement between the Successor Agency and White Nelson Diehl Evans, LLP

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.2 Consideration of an Access Permit and License Agreement with the County of Los Angeles, through the Department of Parks and Recreation, for the property located at 22751 Golden Springs Drive in the City of Diamond Bar, as part of the Grand Avenue and Golden Springs Widening Project (MP 99-31 #22)

*RECOMMENDED ACTION: Approve the Access Permit and License Agreement.*

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, May 28, 2020 at 8:30 a.m.

*SUCCESSOR AGENCY*

ITEM NO. 5.1

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
April 9, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	30,000.00
222	IUDA PROJECT 2	106,936.62
	IUDA PROJECT 3	8,682.50
	TOTAL ALL FUNDS	145,619.12

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	106,936.62
BOFA	BANK OF AMERICA	38,682.50
	TOTAL ALL BANKS	145,619.12

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**April 9, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
<b>32602</b>	04/09/2020		<b>BRIGHTVIEW LANDSCAPE</b>	
	Invoice	Date	Description	Amount
	6740098	02/27/2020	REPLACE VALVE-BAKER PKY SLOPES	\$615.00
<b>32603</b>	04/09/2020		<b>CNC ENGINEERING</b>	<b>\$61,212.50</b>
	Invoice	Date	Description	Amount
	500521	03/26/2020	INDUSTRY EAST TRAFFIC MITIGATION	\$390.00
	500527	03/26/2020	BAKER PKY SLOPE MAINT	\$785.00
	500522	03/26/2020	IBC TRAFFIC MITIGATION	\$2,730.00
	500523	03/26/2020	IBC-FUTURE PHASES AND STUDIES	\$11,215.00
	500524	03/26/2020	IBC-WEST SIDE ROADWAYS	\$26,592.50
	500525	03/26/2020	IBC-EAST SIDE ROADWAYS	\$19,500.00
<b>32604</b>	04/09/2020		<b>CNC ENGINEERING</b>	<b>\$12,915.00</b>
	Invoice	Date	Description	Amount
	500526	03/26/2020	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$12,915.00
<b>32605</b>	04/09/2020		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$71.29</b>
	Invoice	Date	Description	Amount
	PW-20030904302	03/09/2020	LEMON AVE INTERCHANGE-STORM DRAIN	\$71.29
<b>32606</b>	04/09/2020		<b>INDUSTRY PUBLIC UTILITY</b>	<b>\$156.48</b>
	Invoice	Date	Description	Amount
	2020-00001536	03/16/2020	2/10-3/10/20 SVC - #1 B STREET LOOP, IBC EAST	\$10.53
	2020-00001537	03/16/2020	2/10-3/10/20 SVC - 2 GRAND CROSSING PKWY	\$10.53

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**April 9, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
	2020-00001538	03/16/2020	2/10-3/10/20 SVC - 1 GRAND CROSSING PKWY	\$10.53
	2020-00001539	03/16/2020	2/10-3/10/20 SVC - #4 B STREET LOOP, IBC EAST	\$10.53
	2020-00001540	03/16/2020	2/10-3/10/20 SVC - 2 MARCELLIN DR	\$10.98
	2020-00001541	03/16/2020	2/10-3/10/20 SVC - 1 MARCELLIN DR	\$10.53
	2020-00001542	03/16/2020	2/10-3/10/20 SVC - #2 B STREET LOOP, IBC EAST	\$10.53
	2020-00001543	03/16/2020	2/10-3/10/20 SVC - #3 B STREET LOOP, IBC EAST	\$10.53
	2020-00001544	03/16/2020	2/10-3/10/20 SVC - 3 MARCELLIN DR	\$10.53
	2020-00001545	03/16/2020	2/10-3/10/20 SVC - 370 GRAND AVE SOUTH	\$50.73
	2020-00001546	03/16/2020	2/10-3/10/20 SVC - #5 B STREET LOOP, IBC EAST	\$10.53
<b>32607</b>	04/09/2020		<b>LEIGHTON CONSULTING INC</b>	<b>\$774.30</b>
	Invoice	Date	Description	Amount
	39189	03/06/2020	GEOTECHNICAL SVC-TRAFFIC MITIGATION	\$774.30
<b>32608</b>	04/09/2020		<b>RKA CONSULTING GROUP</b>	<b>\$2,407.50</b>
	Invoice	Date	Description	Amount
	29703	02/24/2020	INTERSECTION IMPROVEMENT-CITY OF WALNUT	\$2,407.50
<b>32609</b>	04/09/2020		<b>SCS ENGINEERS</b>	<b>\$15,428.88</b>
	Invoice	Date	Description	Amount
	0372197	02/29/2020	ENGINEERING SVC-IBC PROJ	\$15,428.88
<b>32610</b>	04/09/2020		<b>WKE, INC</b>	<b>\$13,355.67</b>
	Invoice	Date	Description	Amount
	14001-74B	03/13/2020	57/60FWY CONFLUENCE PROJ	\$8,165.18

Successor Agency To The  
Industry Urban Development Agency

Wells Fargo Bank

April 9, 2020

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
19003.01	03/13/2020	ENGINEERING SC-IBC PROJ	\$5,190.49

Checks	Status	Count	Transaction Amount
	Total	9	\$106,936.62

**Successor Agency To The  
Industry Urban Development Agency  
Bank of America  
April 9, 2020**

Check	Date	Payee Name	Check Amount
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**08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted**

128	03/23/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$8,682.50
	Invoice	Date	Description	Amount
	3/23/20	03/23/2020	2008 SUB-LIEN TAX BOND FOR REG 3/26/20	\$8,682.50

**PJ1.BOFA.CHK - Project 1 BofA Checking**

1164	03/19/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$30,000.00
	Invoice	Date	Description	Amount
	A2 REG 3/26/20	03/19/2020	TRANSFER OF FUNDS REGISTER 3/26/20	\$30,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$38,682.50

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
April 9, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

*SUCCESSOR AGENCY*

ITEM NO. 5.2

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
April 23, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	4,000.00
222	IUDA PROJECT 2	1,197,025.78
	IUDA PROJECT 3	21,151.47
	TOTAL ALL FUNDS	1,222,177.25

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	1,197,025.78
BOFA	BANK OF AMERICA	25,151.47
	TOTAL ALL BANKS	1,222,177.25

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**April 23, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
32611	04/23/2020		ALL AMERICAN ASPHALT	\$243,827.95
	Invoice	Date	Description	Amount
	#31IBC90386H1	04/01/2020	IBC-ROADWAYS AND SEWERS	\$84,551.00
	#31IBC90386H51	04/01/2020	IBC-ROADWAYS AND SEWERS	\$172,110.00
32612	04/23/2020		CITIZENS BUSINESS BANK	\$12,833.05
	Invoice	Date	Description	Amount
	#31IBC90386H1-R	04/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$4,227.55
	#31IBC90386H51-R	04/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$8,605.50
32613	04/23/2020		AVANT-GARDE, INC	\$765.00
	Invoice	Date	Description	Amount
	6028	04/01/2020	GRAND AVE/SR60 OFF-RAMP	\$765.00
32614	04/23/2020		BRIGHTVIEW LANDSCAPE	\$26,100.00
	Invoice	Date	Description	Amount
	2020-00001567	04/01/2020	#62GCD-0382	\$26,100.00
32615	04/23/2020		BRIGHTVIEW LANDSCAPE	\$5,728.00
	Invoice	Date	Description	Amount
	6782614	03/30/2020	PEST/WEED CONTROL-BAKER PKY SLOPES	\$3,104.00
	6755491	03/19/2020	REPAIR BROKEN MAINS-BAKER PKY SLOPES	\$1,400.00
	6782610	03/30/2020	REPLACE (2) VALVE-BAKER PKY SLOPES	\$1,224.00
32616	04/23/2020		BUTSKO UTILITY DESIGN INC.	\$4,450.00

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**April 23, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
	Invoice	Date	Description	Amount
	156234	03/17/2020	UTILITY DESIGN-IBC PROJ	\$3,825.00
	156233	03/17/2020	UTILITY DESIGN-IBC PROJ	\$625.00
<b>32617</b>	<b>04/23/2020</b>		<b>CNC ENGINEERING</b>	<b>\$66,265.00</b>
	Invoice	Date	Description	Amount
	500536	04/09/2020	BAKER PKY SLOPE MAINT	\$660.00
	500542	04/09/2020	DIAMOND BAR CREEK	\$680.00
	500543	04/09/2020	INDUSTRY EAST TRAFFIC MITIGATION	\$515.00
	500538	04/09/2020	IBC-EAST SIDE ROADWAYS	\$21,230.00
	500539	04/09/2020	IBC-WEST SIDE ROADWAYS	\$23,190.00
	500540	04/09/2020	IBC-FUTURE PHASES AND STUDIES	\$16,540.00
	500541	04/09/2020	IBC-TRAFFIC MITIGATION	\$3,450.00
<b>32618</b>	<b>04/23/2020</b>		<b>CNC ENGINEERING</b>	<b>\$9,877.84</b>
	Invoice	Date	Description	Amount
	500537	04/09/2020	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$9,877.84
<b>32619</b>	<b>04/23/2020</b>		<b>COUNTY OF LOS ANGELES</b>	<b>\$500.00</b>
	Invoice	Date	Description	Amount
	LICENSE #001115	04/14/2020	FEE FOR ACCESS PERMIT-LIC 001115-	\$500.00
<b>32620</b>	<b>04/23/2020</b>		<b>JACOBS ENGINEERING</b>	<b>\$3,398.31</b>
	Invoice	Date	Description	Amount
	122	09/25/2019	LEMON AVE/60 FWY INTERCHANGE	\$3,398.31

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**April 23, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
<b>32621</b>	<b>04/23/2020</b>		<b>LEIGHTON CONSULTING INC</b>	<b>\$14,597.81</b>
	Invoice	Date	Description	Amount
	39591	04/07/2020	GEOTECHNICAL SVC-IBC PROJ	\$13,490.26
	39592	04/07/2020	GEOTECHNICAL SVC-IBC PROJ	\$1,107.55
<b>32622</b>	<b>04/23/2020</b>		<b>RKA CONSULTING GROUP</b>	<b>\$580.00</b>
	Invoice	Date	Description	Amount
	29839	03/18/2020	INTERSECTION IMPROVEMENT-CITY OF WALNUT	\$580.00
<b>32623</b>	<b>04/23/2020</b>		<b>SHAWNAN</b>	<b>\$755,468.42</b>
	Invoice	Date	Description	Amount
	#20UBC-0386F	04/01/2020	IBC-WEST SIDE ROADWAYS	\$42,100.00
	#20UBC-0386G1	04/01/2020	IBC-WEST SIDE ROADWAYS	\$400,348.00
	#20UBC-0386G2	04/01/2020	IBC-WEST SIDE ROADWAYS	\$40,500.00
	#20UBC-0386G3	04/01/2020	IBC-WEST SIDE ROADWAYS	\$10,000.00
	#20UBC-0386A	04/01/2020	IBC-WEST SIDE ROADWAYS	\$302,281.92
<b>32624</b>	<b>04/23/2020</b>		<b>AMERICN BUSINESS BANK</b>	<b>\$39,761.50</b>
	Invoice	Date	Description	Amount
	#20UBC-0386A-R	04/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$15,114.10
	#20UBC-0386F-R	04/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$2,105.00
	#20UBC-0386G1-R	04/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$20,017.40
	#20UBC-0386G2-R	04/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$2,025.00
	#20UBC-0386G3-R	04/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$500.00

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**April 23, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
32625	04/23/2020		THOMSEN ENGINEERING, INC	\$395.00
	Invoice	Date	Description	Amount
	I2020022	03/30/2020	DIAMOND BAR CREEK	\$395.00
32626	04/23/2020		WKE, INC	\$12,477.90
	Invoice	Date	Description	Amount
	14001-75B	04/03/2020	57/60 FWY CONFLUENCE PROJ	\$12,477.90

Checks	Status	Count	Transaction Amount
	Total	16	\$1,197,025.78

**Successor Agency To The  
Industry Urban Development Agency  
Bank of America  
April 23, 2020**

Check	Date	Payee Name	Check Amount
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**08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted**

129	04/08/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$21,151.47
	Invoice	Date	Description	Amount
	4/8/20	04/08/2020	2008 SUB-LIEN TAX BOND FOR REG 4/9/20	\$21,151.47

**PJ1.BOFA.CHK - Project 1 BofA Checking**

1165	04/01/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$4,000.00
	Invoice	Date	Description	Amount
	A2-REG 4/9/20	04/01/2020	TRANSFER FUNDS REGISTER 4/9/20	\$4,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$25,151.47

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
April 23, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

*SUCCESSOR AGENCY*

ITEM NO. 5.3



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

**TO:** Honorable Chair and Members of the Successor Agency Board

**FROM:** Troy Helling, Executive Director *TH*

**STAFF:** Joshua Nelson, Agency Engineer *JN*  
Ruel Ituralde, Senior Project Manager, CNC Engineering

**DATE:** April 23, 2020

**SUBJECT:** Consideration of granting an Easement to Southern California Edison for the undergrounding of a 12KV distribution line as part of the Industry Business Center Project (MP 99-31 #16)

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**Background:**

Southern California Edison ("SCE") maintains a 66KV transmission line and a 12KV distribution line on the 600-acre Industry Business Center Development. These lines were both overhead lines and, as part of the development project, work has been ongoing to underground both. The 66KV transmission line runs along the west side of Grand Avenue and the 12KV distribution line runs along the southerly boundary of the of the property, also on the west side of Grand Avenue. An easement for the 66KV line was granted in March 11, 2016, and the line was constructed and energized.

**Discussion:**

The 12KV distribution line infrastructure, such as the underground conduits, vaults and appurtenant structures, have been installed by the Agency contractor. SCE will install the cabling and energize the 12KV underground power line once this easement has been granted. The easement grants SCE the right to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove their underground electrical supply systems. It also includes the rights of access and ingress and egress. Finally, the easement prohibits the Agency of building anything over the easement limits, which includes any buildings, planter boxes, and earth fill but excludes any fences or walls. Staff recommends approving the easement to SCE to allow the cabling and energizing of the 12KV line.

**Fiscal Impact:**

There is no fiscal impact associated with this Easement.

**Recommendation:**

It is recommended that the Successor Agency Board approve the easement to Southern California Edison.

**Exhibit:**

A. Southern California Edison 12KV Easement Grant Deed

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TH/JN/RI:jf

**EXHIBIT A**

Southern California Edison 12KV Easement Grant Deed

[Attached]

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

2 INNOVATION WAY, 2nd FLOOR  
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF  
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00.</u>		DISTRICT Covina	SERVICE ORDER TD1399542	SERIAL NO.	MAP SIZE
SCE Company		FIM 112-4335-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 8719-009-914 and 918; 8719-023- 909, 914, and 916	GEOMATICS, LAND & INFORMATION MANAGEMENT	SLS/CG	03/05/20

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

FOR LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

SUCCESSOR AGENCY TO THE INDUSTRY  
URBAN-DEVELOPMENT AGENCY, a public body  
corporate and politic

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTEE**

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

LEGAL DESCRIPTION

**Southern California Edison 12 KV Easement**

THOSE PORTIONS OF PARCELS "A", "H" AND "F" OF PARCEL MAP No.353, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 405, PAGES 33 THROUGH 62, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN PARCELS AS FOLLOWS:

**PARCEL 1:**

BEING A STRIP OF LAND 10.00 FEET WIDE, 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**BEGINNING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF SAID PARCEL "H", SHOWN ON SAID PARCEL MAP No.353, AS HAVING BEARING AND DISTANCE OF NORTH 01° 54' 52" EAST, 68.52 FEET; THENCE ALONG SAID EASTERLY LINE AND SAID COURSE NORTH 01° 54' 52" EAST, 59.85 FEET TO **THE TRUE POINT OF BEGINNING** OF HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID EASTERLY LINE SOUTH 38° 13' 47" WEST, 228.30 FEET; THENCE SOUTH 28° 02' 13" WEST, 29.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 16.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 34' 09", AN ARC DISTANCE OF 8.80 FEET TO A POINT HEREINAFTER

REFERRED TO AS POINT "A", A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 31° 23' 38" EAST; THENCE CONTINUING WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 67° 22' 41", AN ARC DISTANCE OF 19.40 FEET; THENCE TANGENT TO SAID CURVE NORTH 54° 00' 57" WEST, 88.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 9.00 FEET; THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 80° 06' 09", AN ARC DISTANCE OF 12.58 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 45° 52' 54" WEST, 38.08 FEET; THENCE SOUTH 64° 03' 37" WEST, 17.19 FEET; THENCE SOUTH 34° 51' 29" WEST, 51.75 FEET; THENCE SOUTH 34° 19' 16" WEST, 21.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 817.25 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 55' 20", AN ARC DISTANCE OF 198.58 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 48° 14' 36" WEST, 273.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 817.25 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 47' 00", AN ARC DISTANCE OF 324.97 FEET; THENCE TANGENT TO LAST CURVE SOUTH 71° 01' 36" WEST, 113.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 432.75 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 13' 16", AN ARC DISTANCE OF 235.81 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 39° 48' 20" WEST, 411.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 505.75 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 16° 35' 49", AN ARC DISTANCE OF 146.50 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 23° 12' 31" WEST, 35.90 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 495.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 20' 57", AN ARC DISTANCE OF 72.13 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH 31° 33' 28" WEST, 251.37 FEET TO THE BEGINNING OF A TANGENT

CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 415.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $39^{\circ} 50' 43''$ , AN ARC DISTANCE OF 288.60 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH  $71^{\circ} 24' 11''$  WEST, 309.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 345.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $07^{\circ} 54' 52''$ , AN ARC DISTANCE OF 47.66 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH  $63^{\circ} 29' 19''$  WEST, 496.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 545.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $23^{\circ} 01' 01''$ , AN ARC DISTANCE OF 218.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 955.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH  $49^{\circ} 31' 42''$  EAST; THENCE SOUTHWESTERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF  $15^{\circ} 44' 12''$ , AN ARC DISTANCE OF 262.30 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH  $33^{\circ} 47' 30''$  WEST; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF  $40^{\circ} 49' 52''$ , AN ARC DISTANCE OF 71.26 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH  $15^{\circ} 22' 38''$  WEST, 94.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $21^{\circ} 38' 58''$ , AN ARC DISTANCE OF 24.56 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH  $37^{\circ} 01' 36''$  WEST, 41.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET, THENCE SOUTHWESTERLY AND WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $49^{\circ} 17' 44''$ , AN ARC DISTANCE OF 30.11 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH  $86^{\circ} 19' 20''$  WEST, 3.90 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID STRIP OF LAND TO BE SHORTENED OR PROLONGED AS TO TERMINATE EASTERLY AT SAID EASTERLY LINE OF SAID PARCEL "H" AND WESTERLY AT THE EASTERLY LINE OF THAT CERTAIN LAND, AS DESCRIBED IN GRANT OF EASEMENT, RECORDED MAY 26<sup>TH</sup> , 2015, AS INSTRUMENT No.20150607488, OFFICIAL RECORDS OF SAID COUNTY.

**PARCEL 2:**

BEING A STRIP OF LAND 10.00 FEET WIDE, 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE REFERENCED, IN PARCEL 1, POINT "A"; THENCE SOUTH 31° 23' 38" EAST, 5.00 FEET TO A POINT ON THE GENERAL SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL 1, SAID POINT BEING **THE TRUE POINT OF BEGINNING** OF HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 11° 40' 39" WEST, 19.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 06' 17" , AN ARC DISTANCE OF 12.62 FEET TO A POINT OF TANGENCY WITH THE NORTHEASTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 5.00 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE GENERAL SOUTHEASTERLY LINE OF SAID PARCEL "F"; THENCE ALONG SAID PROLONGATION AND SAID PARALLEL LINE, TANGENT TO LAST SAID CURVE SOUTH 35° 46' 56" WEST, 277.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 37' 16" , AN ARC DISTANCE OF 56.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 35° 35' 48" WEST; THENCE SOUTHWESTERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL

ANGLE OF  $14^{\circ} 19' 27''$ , AN ARC DISTANCE OF 51.25 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH  $40^{\circ} 04' 45''$  WEST, 140.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 255.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $08^{\circ} 19' 59''$ , AN ARC DISTANCE OF 37.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 225.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH  $58^{\circ} 15' 14''$  EAST; THENCE SOUTHWESTERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF  $08^{\circ} 49' 16''$ , AN ARC DISTANCE OF 34.64 FEET TO A POINT HEREINAFTER REFERENCED AS POINT "B", A RADIAL LINE THROUGH SAID POINT BEARS SOUTH  $49^{\circ} 25' 58''$  EAST, THENCE CONTINUING ALONG LAST SAID CURVE, SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF  $01^{\circ} 50' 56''$ , AN ARC DISTANCE OF 7.26 FEET THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 9,927.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH  $47^{\circ} 35' 02''$  EAST; THENCE SOUTHWESTERLY ALONG LAST SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF  $03^{\circ} 37' 37''$ , AN ARC DISTANCE OF 628.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH  $43^{\circ} 57' 25''$  WEST; THENCE SOUTHWESTERLY ALONG LAST SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF  $08^{\circ} 35' 40''$ , AN ARC DISTANCE OF 78.75 FEET; THENCE TANGENT TO LAST SAID REVERSE CURVE SOUTH  $37^{\circ} 26' 55''$  WEST, 49.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 495.00 FEET, THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $03^{\circ} 22' 09''$ , AN ARC DISTANCE OF 29.11 FEET; THENCE LEAVING SAID PARALLEL LINE, TANGENT TO LAST SAID CURVE SOUTH  $40^{\circ} 49' 04''$  WEST, 35.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 293.00 FEET, THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF  $07^{\circ} 17' 55''$ , AN ARC DISTANCE OF 37.32 FEET; THENCE TANGENT TO LAST SAID CURVE SOUTH  $48^{\circ} 06' 59''$  WEST, 376.31 FEET TO THE BEGINNING OF A TANGENT

CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3,000.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 12' 46", AN ARC DISTANCE OF 220.59 FEET TO A POINT HEREINAFTER REFERECENED AS POINT "C", A RADIAL LINE THROUGH SAID CURVE BEARS SOUTH 37° 40' 15" EAST; THENCE CONTINUING ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 08' 01', AN ARC DISTANCE OF 7.00' TO THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID STRIP OF LAND TO BE SHORTENED OR PROLONGED AS TO TERMINATE NORTHEASTERLY AT SAID GENERAL SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL 1 AND SOUTHWESTERLY AT A LINE THAT BEARS SOUTH 37° 40' 15" EAST AND PASSESS THROUGH A POINT ON THAT CERTAIN COURSE IN THE GENERAL SOUTHEASTERLY LINE OF SAID PARCEL MAP No.353, SHOWN AS A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 9,950.00 FEET, A CENTRAL ANGLE OF 12° 17' 39" AND AN ARC DISTANCE OF 2135.01 FEET; SAID POINT BEING DISTANT 580.88 FEET ALONG SAID CURVE FROM ITS SOUHWESTERLY END THEREOF.

**PARCEL 3:**

BEING A STRIP OF LAND 14.00 FEET WIDE 7.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE REFERENCED IN PARCEL 2 POINT "B"; THENCE NORTH 49° 25' 58" WEST, 12.00 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID STRIP OF LAND TO BE SHORTENED OR PROLONGED AS TO TERMINATE SOUTHEASTERLY AT THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED PARCEL 2 AND NORTHWESTERLY AT A LINE PERPENDCULAR TO HEREIN DESCRIBED CENTERLINE.

**PARCEL 4:**

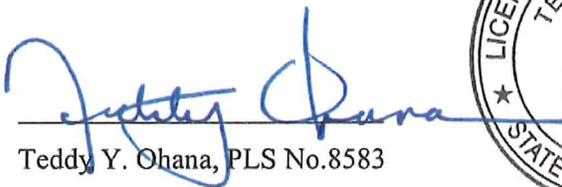
BEING A STRIP OF LAND 14.00 FEET WIDE 7.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE ABOVE REFERENCED IN PARCEL 2 POINT "C"; THENCE NORTH 37° 40' 15" WEST, 12.00 FEET TO THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID STRIP OF LAND TO BE SHORTENED OR PROLONGED AS TO TERMINATE SOUTHEASTERLY AT THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED PARCEL 2 AND NORTHWESTERLY AT A LINE PERPENDICULAR TO HEREIN DESCRIBED CENTERLINE.

EXCLUDING THEREFROM ALL THE LAND LYING OUTSIDE THE BOUNDARY OF SAID PARCEL MAP No.353.

PARCELS 1, 2, 3 & 4 CONTAINING 61,587 SQUARE FEET (1.4138 ACRES) OF LAND, MORE OR LESS.

  
Teddy Y. Ohana, PLS No.8583



CNC Engineering

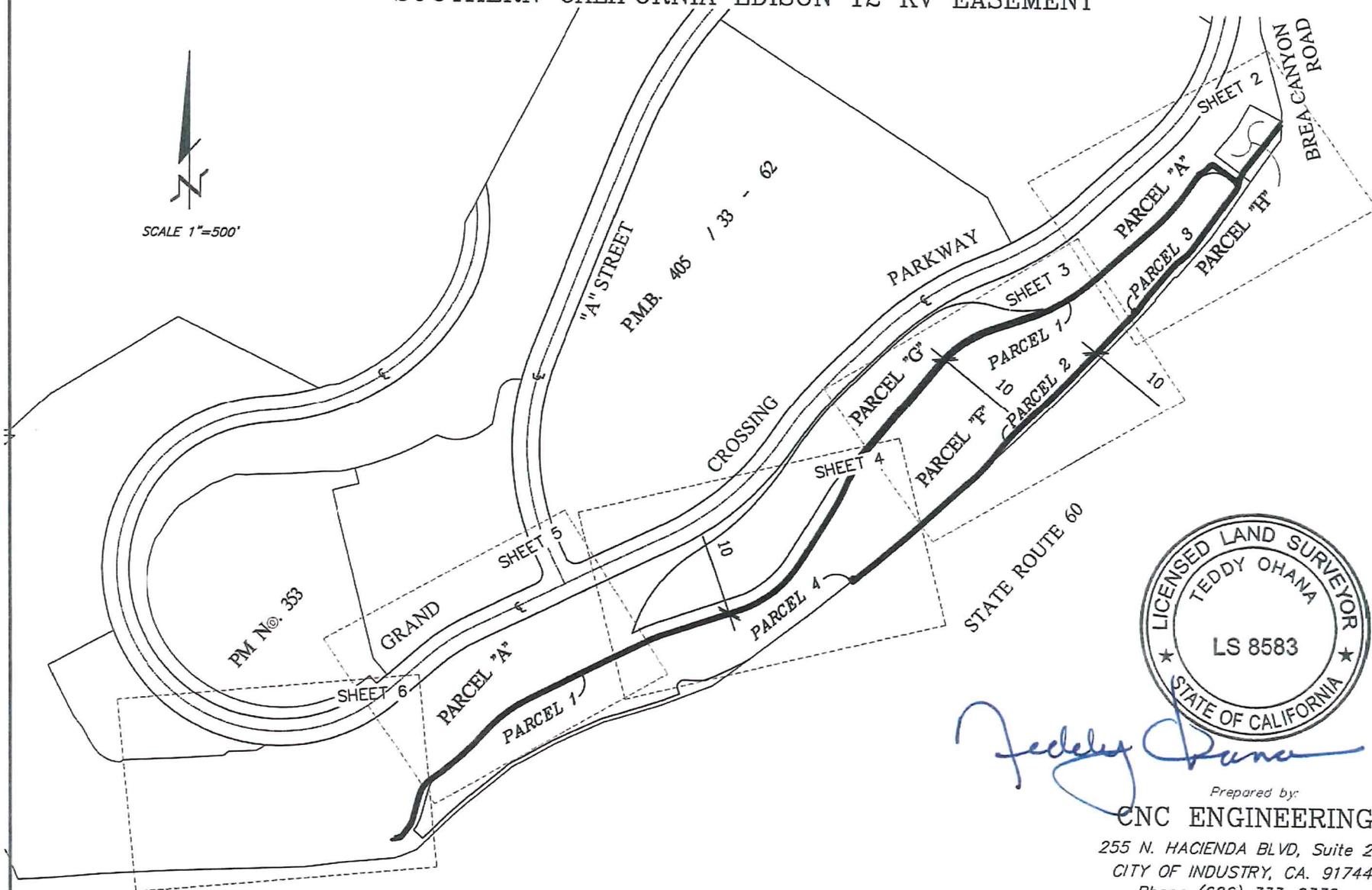
Checked by: \_\_\_\_\_  
Job No. MP 99-31#16

March 11, 2020  
Legal No. 962

# EXHIBIT "B"

Sheet 1 of 7

## SOUTHERN CALIFORNIA EDISON 12 KV EASEMENT



*Teddy Ohana*

Prepared by:

**CNC ENGINEERING**

255 N. HACIENDA BLVD, Suite 222

CITY OF INDUSTRY, CA. 91744

Phone (626) 333-0336

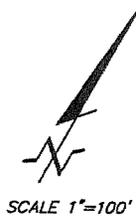
Job No. MP 99-31#16 March 11, 2020

Legal No.962

# EXHIBIT "B"

Sheet 2 of 7

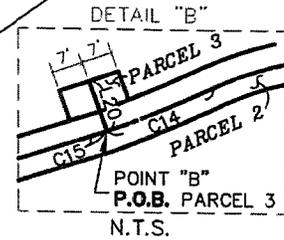
## SOUTHERN CALIFORNIA EDISON 12 KV EASEMENT



PM No. 353

GRAND CROSSINGS PARKWAY

PMB 405 / 33 - 62



BREA CANYON ROAD

SEE SHEET 3

PARCEL "A"  
APN 8719-023-909

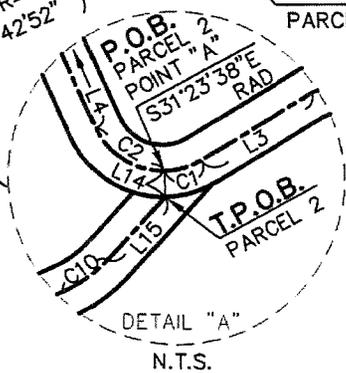
PARCEL "H"  
APN 8719-023-916

T.P.O.B.  
PARCEL 1

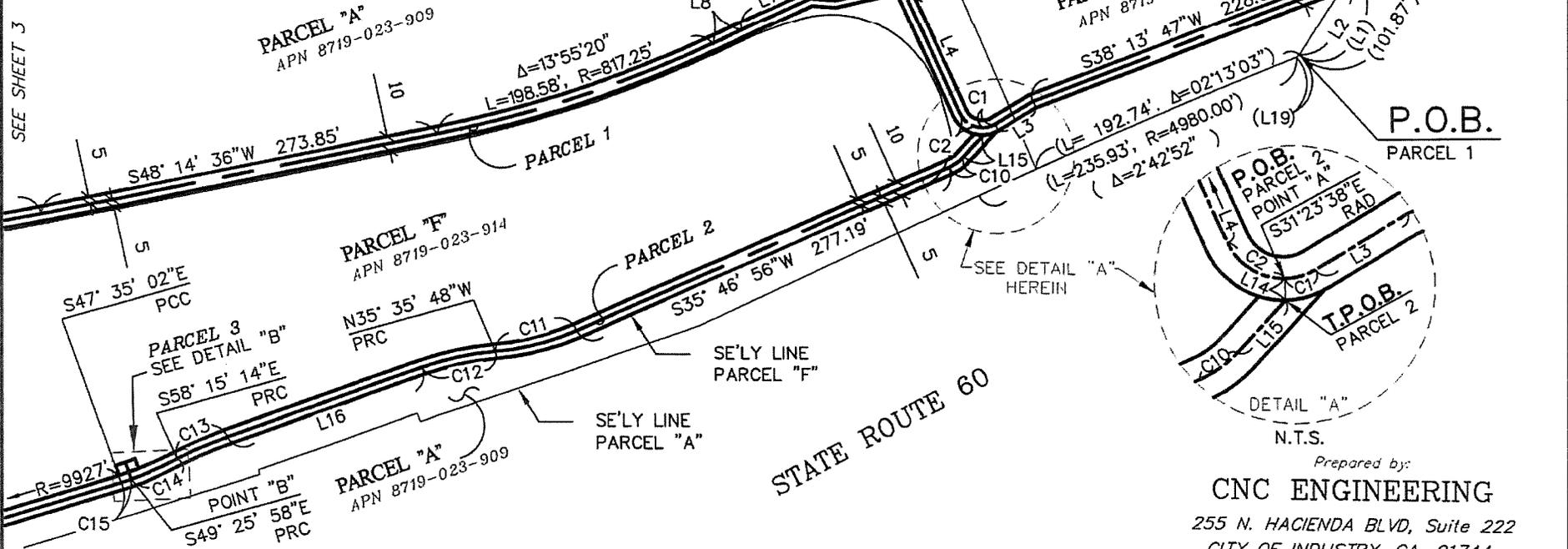
P.O.B.  
PARCEL 1

PARCEL "F"  
APN 8719-023-914

PARCEL 2



STATE ROUTE 60



Legal No.962

(XX) - RECORD DATA PER PM No. 353, PMB 405/33-62

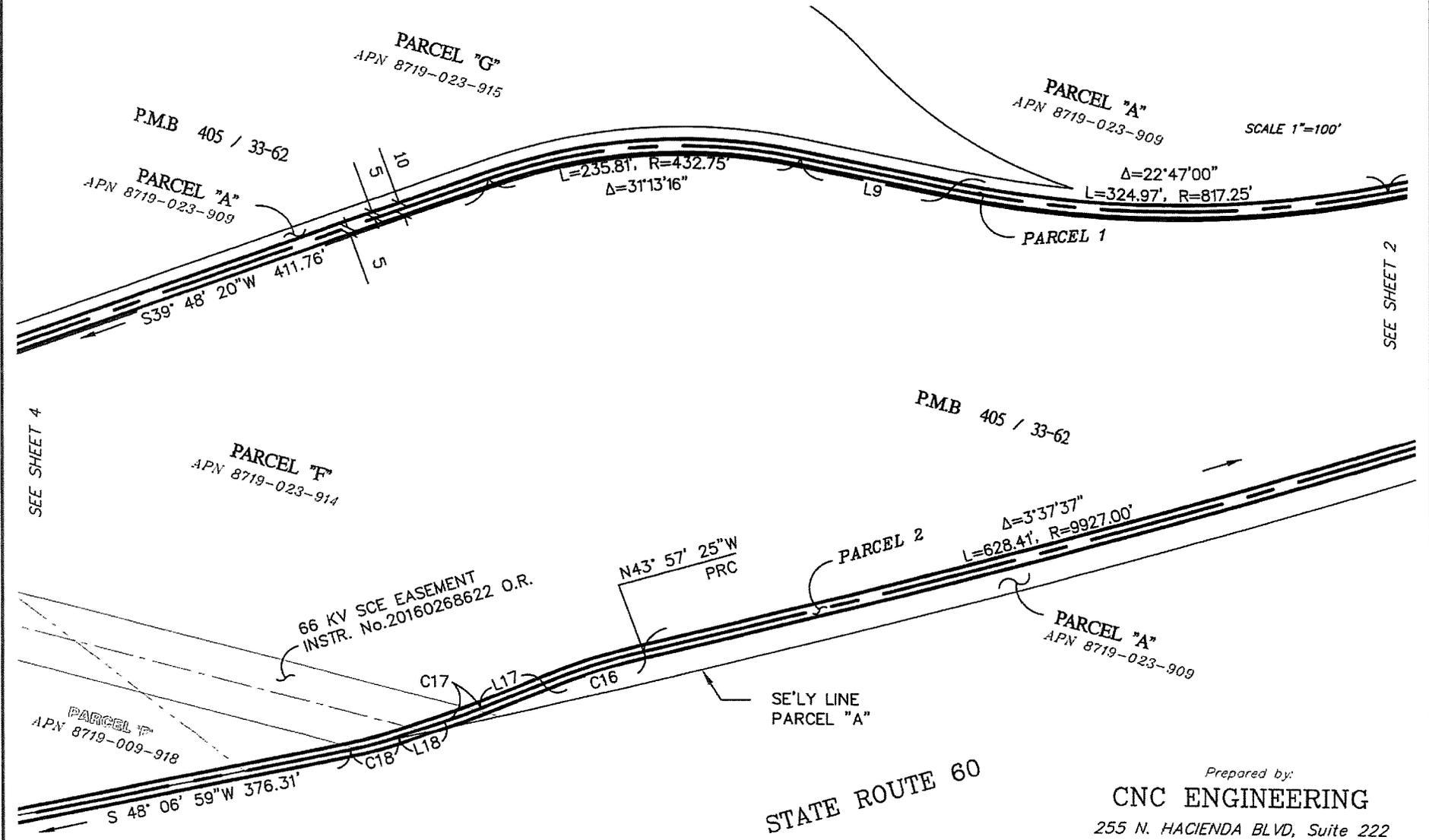
SEE SHEET 7 FOR LINE AND CURVE DATA

Prepared by:  
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Job No. MP 99-31#16 March 11, 2020

# EXHIBIT "B"

Sheet 3 of 7

## SOUTHERN CALIFORNIA EDISON 12 KV EASEMENT



Legal No.962

SEE SHEET 7 FOR LINE AND CURVE DATA

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Job No. MP 99-31#16 March 11, 2020

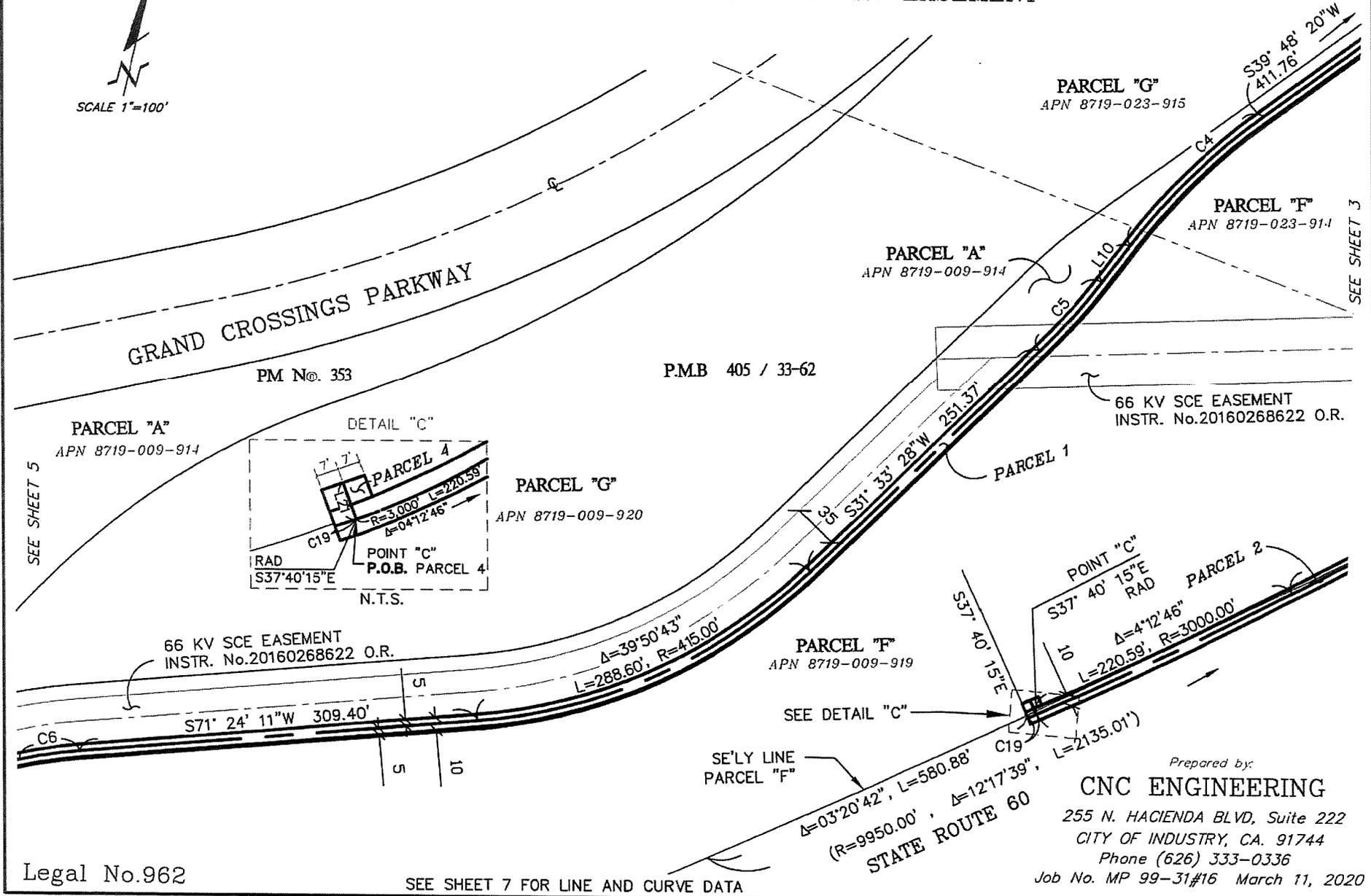
# EXHIBIT "B"

Sheet 4 of 7

## SOUTHERN CALIFORNIA EDISON 12 KV EASEMENT



SCALE 1"=100'



Legal No.962

SEE SHEET 7 FOR LINE AND CURVE DATA

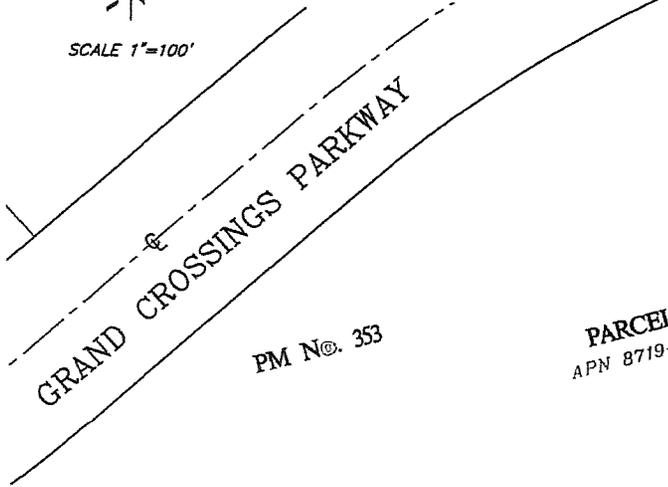
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 Job No. MP 99-31#16 March 11, 2020

# EXHIBIT "B"

Sheet 5 of 7

## SOUTHERN CALIFORNIA EDISON 12 KV EASEMENT

SCALE 1"=100'



P.M.B 405 / 33-62

66 KV SCE EASEMENT  
INSTR. No.20160268622 O.R.

S63° 29' 19"W 496.49'  
PARCEL 1

SEE SHEET 4

PM No. 353

PARCEL "A"  
APN 8719-009-914

$\Delta=23^{\circ}01'01''$   
 $L=218.94'$  R=545.00'

PARCEL "F"  
APN 8719-009-919

PARCEL "A"  
APN 8719-009-914

S49° 31' 42"E  
PRC

STATE ROUTE 60

$\Delta=15^{\circ}44'12''$   
 $L=262.30'$  R=955.00'

N33° 47' 30"W  
PRC

SEE SHEET 6

Legal No.962

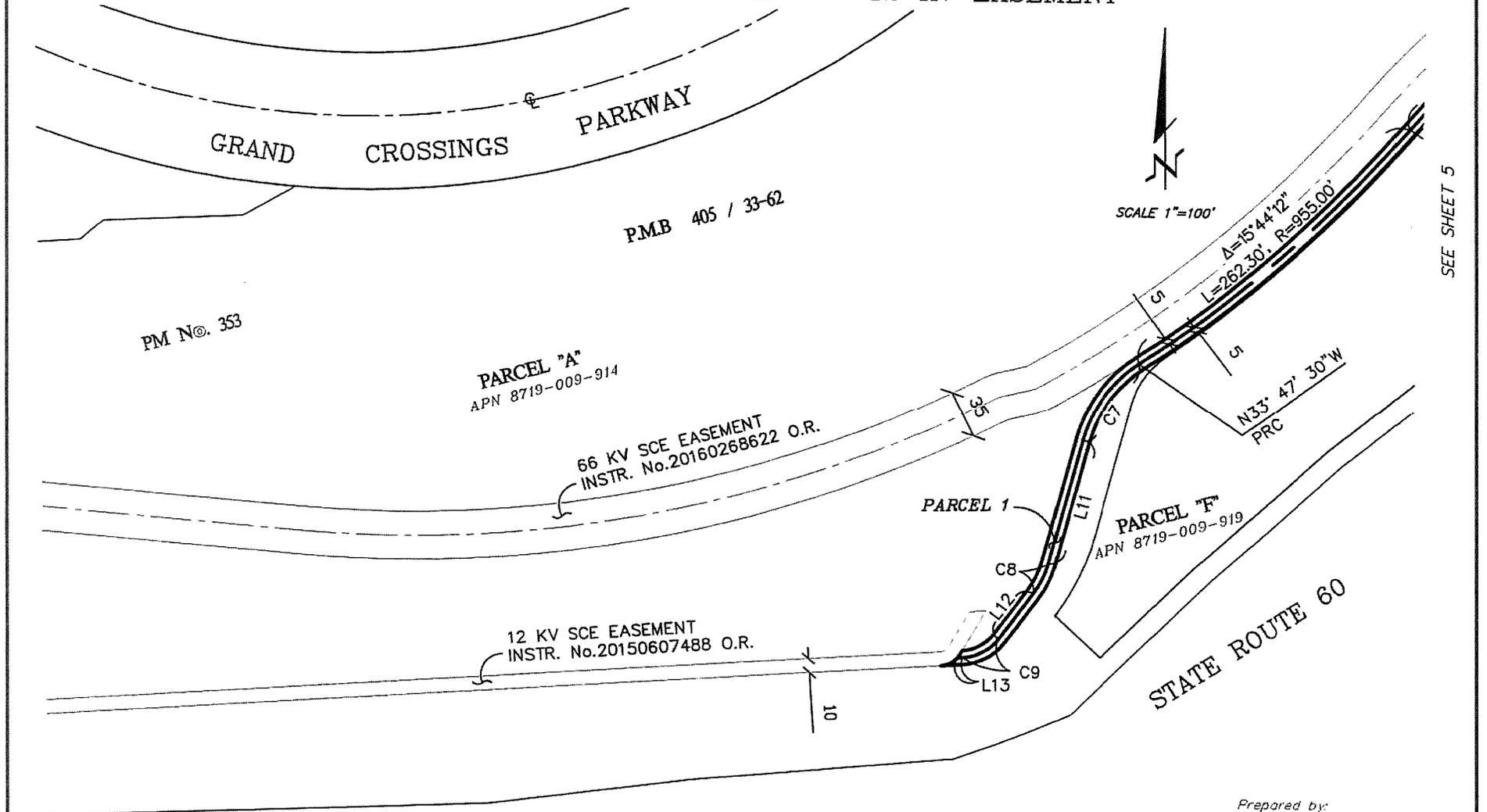
SEE SHEET 7 FOR LINE AND CURVE DATA

Prepared by:  
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Job No. MP 99-31#16 March 11, 2020

# EXHIBIT "B"

Sheet 6 of 7

## SOUTHERN CALIFORNIA EDISON 12 KV EASEMENT



SEE SHEET 5

Legal No.962

SEE SHEET 7 FOR LINE AND CURVE DATA

Prepared by:  
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Phone (626) 333-0336  
Job No. MP 99-31#16 March 11, 2020

# EXHIBIT "B"

## SOUTHERN CALIFORNIA EDISON 12 KV EASEMENT

Line Table		
Line #	Direction	Length
L1	(N01° 54' 52"E)	( 68.52')
L2	S01° 54' 52"W	59.85'
L3	N28° 02' 13"E	29.78'
L4	S54° 00' 57"E	88.65'
L5	S45° 52' 54"W	38.08'
L6	S64° 03' 37"W	17.19'
L7	S34° 51' 29"W	51.75'
L8	S34° 19' 16"W	21.51'
L9	S71° 01' 36"W	113.41'
L10	S23° 12' 31"W	35.90'
L11	S15° 22' 38"W	94.67'
L12	N37° 01' 36"E	41.46'
L13	S86° 19' 20"W	3.90'
L14	N31° 23' 38"W	5.00'
L15	S11° 40' 39"W	19.57'
L16	N40° 04' 45"E	140.00'
L17	N37° 26' 55"E	49.96'
L18	(N40° 49' 04"E)	( 35.37)
L19	N23° 53' 16"E	2.55'
L20	N49° 25' 58"W	12.00'
L21	S37° 40' 15"E	12.00'

Curve Table			
Curve #	Radius	Delta	Length
C1	16.50'	30°34'09"	8.80'
C2	16.50'	67°22'41"	19.40'
C3	9.00'	80°06'09"	12.58'
C4	505.75'	16°35'49"	146.50'
C5	495.00'	8°20'57"	72.13'
C6	345.00'	7°54'52"	47.66'
C7	100.00'	40°49'52"	71.26'
C8	65.00'	21°38'58"	24.56'
C9	35.00'	49°17'44"	30.11'
C10	30.00'	24°06'17"	12.62'
C11	175.00'	18°37'16"	56.87'
C12	205.00'	14°19'27"	51.25'
C13	255.00'	8°19'59"	37.09'
C14	225.00'	8°49'16"	34.64'
C15	225.00'	1°50'56"	7.26'
C16	525.00'	8°35'40"	78.75'
C17	495.00'	3°22'09"	29.11'
C18	293.00'	7°17'55"	37.32'
C19	3000.00'	0°08'01"	7.00'

(XX) - RECORD DATA PER PM No. 353, PMB 405/33-62

Legal No.962

Prepared by:

**CNC ENGINEERING**

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CITY OF INDUSTRY, CA. 91744

Phone (626) 333-0336

Job No. MP 99-31#16 March 11, 2020

*SUCCESSOR AGENCY*

ITEM NO. 5.4



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

TO: Honorable Chair and Members of the Successor Agency Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*  
Lisette Montoya, Funding Program Consultant, Avant Garde Inc.

DATE: April 23, 2020

SUBJECT: Consideration of Amendment No. 2 to Cooperative Agreement No. 07-4959, between the Successor Agency to the Industry Urban-Development Agency and Caltrans for the SR 57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp

---

**Background:**

On May 12, 2014, the Successor Agency entered into Cooperative Agreement 07-4959 ("Cooperative Agreement") with Caltrans, defining the terms and conditions under which Caltrans would advertise the SR-57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp ("Project") for contractor's bids, award the Project to the successful bidder, and administer the contract in terms of construction administration services. The Project is Phase I of the larger SR-57/60 Confluence Project, and includes the construction of a new westbound slip on-ramp and auxiliary lane, closure of the southbound Grand Avenue left turn lanes at the westbound SR-60 loop on-ramp, and removal of the median along Grand Avenue to restripe a second southbound left turn lane to the eastbound SR-60.

Through Metro's 2009 Call for Projects, the City secured \$8.7 million in local Proposition C grant funds for a 50 percent share in project costs related to the right of way acquisition, construction, and construction management. The remaining 50 percent share is expected to be funded in bond proceeds from the Successor Agency.

On August 16, 2018, a first amendment was executed which transferred \$1,500,000 of funds between Construction Support and Construction Capital phases in the Funding Summary of the Cooperative Agreement. The support costs increased due to various delays in the Project. A transfer of funds between phases was viable because the construction bids came in less than the estimate provided at the time the agreement was originally executed. Enough funds remained in the capital phase to fully cover construction costs. There was no change in the total amount of funds or project costs.

**Discussion:**

Due to an increase in the number of contractor's workdays, it is now necessary to execute a second amendment which will transfer an additional \$500,000 of funds between the

support and capital phases in the Funding Summary of the Cooperative Agreement. Enough funds will remain in the construction capital phase to fully cover construction costs. There will be no change in the total amount of funds or project costs.

**Fiscal Impact:**

The Cooperative Agreement established that Caltrans would advertise, award, and administer the project for an estimated cost of \$11.3 million. The grant funds amount to a 50 percent share in total project costs. The remaining 50 percent share is to be funded from the Successor Agency and is designated in bond proceeds for listed items on the Recognized Obligation Payment Schedule (ROPS) Line Item 128.

This amendment will not change the total amount of funds or project costs, but instead will transfer the funds between phases in Caltrans' Funding Summary as provided below for reference.

*Funding Summary No. 2*

Source	Funding Partner	Fund Type	Construction Support	Construction Capital	Totals
Local	Agency	Agency funds	\$2,982,000	\$8,380,000	\$11,362,000
Totals			\$2,982,000	\$8,380,000	\$11,362,000

*Funding Summary No. 3*

Source	Funding Partner	Fund Type	Construction Support	Construction Capital	Totals
Local	Agency	Agency funds	\$3,482,000	\$7,880,000	\$11,362,000
Totals			\$3,482,000	\$7,880,000	\$11,362,000

**Recommendation:**

It is recommended that the Agency Board approve Amendment No. 2 to Cooperative Agreement No. 07-4959.

**Exhibit:**

- A. Amendment No. 2 to Cooperative Agreement No. 07-4959 between the Successor Agency to the Industry Urban-Development Agency and Caltrans for the SR-57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp

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JN:lm

**EXHIBIT A**

Amendment No. 2 to Cooperative Agreement No. 07-4959 between the Successor Agency  
to the Industry Urban-Development Agency and Caltrans for the SR-57/60 Confluence  
Project Westbound Grand Avenue Slip On-Ramp

[Attached]

## **COOPERATIVE AGREEMENT COVER SHEET**

Funding Summary Amendment – Funding Summary No. 03  
Agreement Amendment No. 02

### **Work Description**

CONSTRUCTING AN ON-RAMP FROM SB GRAND AVENUE TO WB SR-60,  
RECONFIGURING THE LANES AT THE WB SR-60 INTERSECTION ON GRAND AVENUE  
AND REMOVING THE RAISED MEDIAN TO ADD A LEFT TURN LANE TO EB SR-60

### **Contact Information**

#### **CALTRANS**

Syed Huq, Project Manager  
100 South Main Street, Suite 100  
Los Angeles, CA 90012  
Office Phone: (213) 897-6714  
Mobile Phone: (213) 700-4575  
Fax Number: (213) 897-2421  
Email: Syed\_Huq@dot.ca.gov

#### **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**

Joshua Nelson, PE  
Director of Public Works/ City Engineer  
15625 E. Stafford Street, Suite#100  
Industry, CA 91744  
Office Phone: (626) 333-2211 ext. 240  
Fax Number: (626) 961-6795  
Email: jnelson@cityofindustry.org

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**AMENDMENT NO. 02**

**FUNDING SUMMARY NO. 03**

1. On August 16, 2018, PARTIES, in accordance with the provisions of this AGREEMENT, had amended this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary NO. 02.
2. PARTIES hereby amend this AGREEMENT by replacing Funding Summary No. 02 in its entirety with Funding Summary No. 03.
3. Funding Summary No.03 seeks to transfer \$500,000 from CONSTRUCTION CAPITAL to CONSTRUCTION SUPPORT due to increase in the number of contractor's days. The budget for CONSTRUCTION CAPITAL will decrease from \$8,380,000 to \$7,880,000 and the budget for CONSTRUCTION SUPPORT will increase from \$2,982,000 to \$3,482,000. Total PROJECT budget remains unchanged.

<b><u>FUNDING TABLE</u></b>					
<b><u>IMPLEMENTING AGENCY</u></b> →			<b><u>CALTRANS</u></b>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
LOCAL	AGENCY	Agency	3,482,000	7,880,000	11,362,000
Totals			3,482,000	7,880,000	11,362,000

v 21				
<b><u>SPENDING SUMMARY</u></b>				
Fund Type	CONST. SUPPORT		CONST. CAPITAL	Totals
	<u>CALTRANS</u>	AGENCY	<u>CALTRANS</u>	
Agency	3,482,000	0	7,880,000	11,362,000
<b>Totals</b>	3,482,000	0	7,880,000	11,362,000

**Funding**

4. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

5. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

**ICRP Rate**

6. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

**Invoicing and Payment**

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, AGENCY will pay invoices within five (5) calendar days of receipt of invoice.

8. If AGENCY has received EFT certification from CALTRANS then AGENCY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

10. CALTRANS will invoice and AGENCY will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

11. CALTRANS will invoice and AGENCY will reimburse for actual costs incurred and paid.

**Signatures**

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Funding Summary on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Funding Summary.

This Amendment may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this Amendment may be exchanged by facsimile or electronic mail (E-Mail), and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**SUCCESSOR AGENCY TO THE  
INDUSTRY URBAN-DEVELOPMENT  
AGENCY**

\_\_\_\_\_  
John Bulinski  
District 07 Director

\_\_\_\_\_  
Cory C. Moss  
Chairperson

Date \_\_\_\_\_

**VERIFICATION OF FUNDS AND  
AUTHORITY:**

Attest: \_\_\_\_\_  
Julie Gutierrez-Robles  
Agency Secretary

\_\_\_\_\_  
Vickie Murphy  
District Budget Manager

APPROVED AS TO FORM:

**CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:**

\_\_\_\_\_  
James M. Casso  
Agency Counsel

\_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

*SUCCESSOR AGENCY*

ITEM NO. 6.1



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

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**STAFF REPORT**

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**TO:** Honorable Chair and Members of the Successor Agency Board

**FROM:** Audit Committee

**STAFF:** Yamini Pathak, Finance Director *YP*  
Consultant – Dean Yamagata - Frazer, LLP

**DATE:** April 23, 2020

**SUBJECT:** Presentation and discussion regarding selection of a proposed auditing firm, and consideration of a Professional Services Agreement between the Successor Agency and White Nelson Diehl Evans, LLP

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**Background:**

The Successor Agency to the Industry Urban-Development Agency's ("Agency") current outside auditing firm, The Pun Group, has been the auditors for the City of Industry and related entities from fiscal year ending June 30, 2014 through June 30, 2019. As best practices dictate, the Agency should put its auditing services out to bid every five years. Given that The Pun Group served the Agency for five years, Staff issued a Request for Proposal ("RFP") for audit services for the Agency and related entities for the year ending June 30, 2020. The RFP is for a one-year contract with an option to renew the contract for three one-year terms.

The City received proposals from the following four CPA firms:

- A) Rogers, Anderson, Malody & Scott, LLP
- B) Harshwal Company LLP
- C) White Nelson Diehl Evans, LLP ("WNDE")
- D) The Pun Group

**Discussion:**

The Finance Department and Frazer, LLP went through a grading matrix and each firm was interviewed by a panel consisting of Agency management personnel and financial and accounting consultants. The interview panel consisted of the following:

- 1) Troy Helling – City Manager
- 2) Bing Hyun – Assistant City Manager
- 3) Yamini Pathak – Finance Director
- 4) Elise Calvo – City Treasurer
- 5) Dean Yamagata – Frazer, LLP
- 6) Ryan Zhang – Frazer, LLP

Each firm was graded on the following:

- 1) Qualifications in municipal audit experience
- 2) Audit engagement team knowledge and experience in auditing municipalities
- 3) Their understanding of the scope of services to be provided and their willingness to adapt their approach to meet the needs of the Agency
- 4) Pricing
- 5) Responses from references
- 6) In person interviews

Through this process WNDE scored the highest in the evaluation process. WNDE is also the largest CPA firm of the four firms in terms of personnel available to service the Agency during the time period that the audit work would be conducted. Staff felt that this was an additional advantage that the other CPA firms did not possess. Therefore, staff recommended WNDE to be selected as auditors for the Agency.

The Audit Committee reviewed staff's recommendation to retain the accounting firm of White Nelson Diehl Evans to provide auditing services to the Agency.

**Recommended Action:**

Approve the professional service agreement retaining White Nelson Diehl Evans as the auditors for the Agency for the year ending June 30, 2020 with an option to renew the contract for three one-year terms.

**Exhibit:**

A. Professional Services Agreement with White Nelson Diehl Evans, dated April 23, 2020

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YP/DY:yp

**EXHIBIT A**

Professional Services Agreement with White Nelson Diehl Evans,  
dated April 23, 2020

## SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 23, 2020, ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and White Nelson Diehl Evans, LLP, a California Limited Liability Partnership ("Consultant"). The Agency and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, Agency 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, Agency 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 June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the Agency may extend the Term of the Agreement for three (3) one (1) year extensions.

#### 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 Agency. The Services shall be performed by Consultant, unless prior written approval is first obtained from the Agency. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) Agency 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 Agency and in a first-class manner in conformance with the standards of quality normally observed by an entity providing financial auditing 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) Agency has not consented in writing to Consultant's performance of such work. No officer or employee of Agency 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 Agency. If Consultant was an employee, agent, appointee, or official of the Agency 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 Agency 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. MANAGEMENT**

Agency's Executive Director shall represent the Agency 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.

### **4. PAYMENT**

(a) The Agency 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 Nine Thousand One Hundred and Twenty Dollars (\$9,120.00) 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 Agency. Consultant shall be compensated for any additional services in the amounts and in the manner as

agreed to by Agency and Consultant at the time Agency'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 the Agency 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.

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

(a) The Agency 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 Agency 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 Agency 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 Agency. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the Agency pursuant to Section 5 of this Agreement.

## **6. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency 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 Agency or its designees at reasonable times to review such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency 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 Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency,

at the Consultant's office, and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Agency 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 Agency.

## **7. 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 Agency 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 Agency, 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 Agency, 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 Agency, Consultant shall have an immediate duty to defend the Agency at Consultant's cost or at Agency's option, to reimburse the Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by Agency is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered

adjudicating the Agency 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.

## **8. 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.

## **9. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the Agency 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 Agency 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 Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the Agency, or bind the Agency 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, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **10. 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 Agency, 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.

## **11. 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 Agency 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 Agency 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 Agency to any and all remedies at law or in equity.

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of Agency, 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.

**13. 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 Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency, 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 Agency, unless otherwise required by law or court order.

(b) Consultant shall promptly notify Agency 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 Agency, unless Consultant is prohibited by law from informing the Agency of such Discovery, court order or subpoena. Agency 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 Agency 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 Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

**14. 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 Agency: Successor Agency to the Industry Urban-  
Development Agency  
15625 E. Stafford  
City of Industry, CA 91744  
Attention: Executive Director

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

To Consultant: Daphnie Munoz, CPA  
White Nelson Diehl Evans, LLP  
2875 Michelle Drive, Suite 300  
Irvine, CA 92606

## **15. 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 Agency.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide Agency 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 Agency 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 Agency for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the Agency 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 Agency 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.

## **16. GOVERNING LAW/ATTORNEYS' FEES**

The Agency 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. WAIVER**

The waiver by Agency 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 Agency or Consultant unless in writing.

**22. 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.

**23. 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.

**“AGENCY”**  
**Successor Agency to the Industry**  
**Urban-Development Agency**

**“CONSULTANT”**  
**White Nelson Diehl Evans, LLP**

By: \_\_\_\_\_  
Troy Helling, Executive Director

By: \_\_\_\_\_  
Daphnie Munoz, CPA

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Assistant Secretary

**Approved as to form:**

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

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

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall:

- Conduct a financial audit of all funds of the Agency and its component units in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in General Accounting Office's (GAO) Government Auditing Standards (2003), the provisions of the Federal Single Audit Act of 2003 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations and Article XIII B of the California Constitution Appropriations Limit.
- Review the Agency Annual Financial Report (CAFR), in full compliance with all current and proposed GASB statements, which will include both Government-Wide Financial Statements and Fund Financial Statements. Apply limited audit procedures to Management's Discussion and Analysis and required supplementary information pertaining to the General Fund and each major fund of the Agency.
- Issue a separate Management Report and Auditor's Communication Letter that includes recommendations for improvements in internal control that are considered non-reportable conditions.
- Prepare year-end adjusting journal entries as needed.
- Retain all working papers and reports at the audit firm's expense for a minimum of five (5) years. In addition, make working papers available to the Agency and/or any government agency as appropriate.
- Consultant shall issue a SAS 114 report addressed to the Agency Board at the conclusion of the audit. Consultant shall provide the Agency one electronic copy in PDF format each year. (A separate SAS 114 letter addressed to the Agency Board shall be provided during the planning phase of the audit to open the "two-way communication" between the Consultant and the Agency Board.)

### **TIMETABLE OF DELIVERABLES**

The Agency's financial books are generally closed by the beginning of September of each year, and reconciliations completed shortly thereafter. Interim audit fieldwork may begin before the books are closed. Final audit fieldwork is to be completed no later than October 31st. Estimated timetable for the audit as follows:

Item	Responsible Party	Due Date**
Interim Fieldwork	Consultant	July 1 to August 31
Final Trial Balance, audit schedules and draft financial statements	Finance Department	October 1
Audit Field Work	Consultant	October 5 to October 31
Comments on draft financial statements to the Director of Finance	Consultant	November 2
Draft of Internal Control Letter and Audit letter to the Finance Director	Consultant	November 2
All financial reports and letters finalized and issued	Consultant	November 16

EXHIBIT B

RATE SCHEDULE

Description of Services	Estimated Hours	Cost
Audited Financial Statements of the Successor Agency to the Industry Urban-Development Agency, Report on Internal Controls Over Financial Reporting, and Auditors' Communication with the Board of Directors	72	\$9,120.00
<b>Total</b>	72	\$9,120.00

**AUDIT STAFF STANDARD HOURLY BILLING RATES**

Partner	\$250
Manager	\$175
Supervisory Staff	\$120
Professional Staff	\$95
Clerical	\$70

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, 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 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 the Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Agency, its officers, agents, employees and volunteers.

**Proof of insurance.** Consultant shall provide certificates of insurance to Agency 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 Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Agency at all times during the term of this contract. Agency 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 Agency 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 Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency'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, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant, or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency 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 Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, 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 the Agency, 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 Agency 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 Agency 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 Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency 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 Agency 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 Agency 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 Agency for review.

**Agency's right to revise specifications.** The Agency 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 Agency and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the Agency. The Agency 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 Agency.

**Timely notice of claims.** Consultant shall give the Agency 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.

*SUCCESSOR AGENCY*

ITEM NO. 6.2



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

**TO:** Honorable Chair and Members of the Successor Agency Board

**FROM:** Troy Helling, Executive Director *TH*

**STAFF:** Joshua Nelson, Agency Engineer *JN*

**DATE:** April 23, 2020

**SUBJECT:** Consideration of an Access Permit and License Agreement with the County of Los Angeles Department of Parks and Recreation located 22751 Golden Springs Drive in the City of Diamond Bar as part of the Grand Avenue and Golden Springs Widening Project (MP 99-31 #22)

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**Background:**

As part of the Grand Avenue and Golden Springs Widening Project ("Project"), a portion of the Diamond Bar Golf Course is affected by the widening. The work that is required on the golf course includes the relocation of Hole #3 and installation of a new irrigation system. In order to complete this portion of the work, the Successor Agency must acquire right-of-way, temporary construction access rights, permanent easements, temporary construction license and a right of entry license. The temporary construction license and right of entry license allow the contractor to enter the area and perform the construction work. A permanent footing easement will be provided for the retaining wall construction as part of the improvements and a permanent access easement for maintenance purposes.

**Discussion:**

The County of Los Angeles ("County") is the owner of the golf course and an Access Permit and License Agreement ("License") is needed in order to acquire the access, easements and entry rights. The License has been prepared and approved by the County Board of Supervisors. Staff and the County have worked closely to ensure that the construction on the golf course will result in minimal impact to the golf operation. The License will be valid for one year or when the Project is completed, whichever occurs first.

**Fiscal Impact:**

The fiscal impact associated with approving this Access Permit and License Agreement is a \$500 application fee. This fee is budgeted under ROPS 19-20 Line Item No. 128. Costs for the Temporary Construction Easement and Permanent Easement will be determined later.

**Recommendation:**

It is recommended that the Successor Agency Board approve the Access Permit and License Agreement with the County of Los Angeles Department of Parks and Recreation.

**Exhibit:**

- A. Access Permit and License Agreement
- 

TH/JN/SC:jf

**EXHIBIT A**

Access Permit and License Agreement

[Attached]

**DIAMOND BAR GOLF COURSE**

22751 EAST GOLDEN SPRINGS DRIVE, DIAMOND BAR, CA 91765

**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY  
ACCESS PERMIT AND LICENSE AGREEMENT  
("LICENSE")**

Licensee:

Successor Agency to the Industry-  
-Urban Development Agency  
15625 Stafford Street  
City of Industry, CA 91744

Licensor:

County of Los Angeles Department of  
Parks and Recreation  
1000 South Fremont Avenue, Unit #40  
Alhambra, CA 91803  
Building A-9 West  
Authority: L.A.C.C. 2.26.140B(3), and (8)  
Expiration Date: See Section 3  
Consideration: See Section 4

- 
- 1. PREMISES:** Licensor represents and warrants that it is the owner of certain real property located at 22751 East Golden Springs Drive, Diamond Bar, California 91765, commonly known as the Diamond Bar Golf Course (the "Park" or the "Premises"). Licensee, its employees, contractors, and agents, after execution of this License by the Director of the Los Angeles County Department of Parks and Recreation ("Director") or his designee, is hereby granted permission to enter Diamond Bar Golf Course ("Premises") located at 22751 East Golden Springs Drive, Diamond Bar, California 91765 through the existing golf course access gate from Golden Springs Drive to access temporary construction license area near Holes #3 and #4 (Licensee's Project Site) in accordance with Exhibits A through B attached and herein incorporated into this License in connection with Licensee's 57/60 Interchange Improvements Project. The Premises is operated by American Golf Corporation ("American Golf") pursuant to that certain Lease Agreement with the Licensor dated as of December 9, 1986, as amended.
- A. Licensee hereby acknowledges the title of Licensor and/or any other public agencies having jurisdiction there over, in and to the Premises, and covenants and agrees never to assail, contest or resist said title.
- B. Requests for Staging Areas on the Premises, including overnight storage of vehicles, equipment and materials, shall be submitted in writing, to Licensor's Golf Director and American Golf Course Superintendent who shall decide whether to approve such requests after considering potential Project-related impacts on the Golf Course. Licensee shall ensure at the end of each day that the Staging Area is adequately secured.
- C. All betterments to the Premises made by Licensee in accordance with the terms of this License after Licensor issues its "Notice of Acceptance of

Licensee's Project," become Licensor's property, and Licensee agrees never to assail, contest or resist said title.

2. **LICENSED USE:** Licensee is granted access to the Premises to conduct mitigation activities in connection with Licensee's Project Site, described in Exhibits A and A-1. Licensee's Project is defined as follows: 1) Clear and grub open area adjacent and westerly of existing Hole #3. 2) Licensee at no cost to Licensor shall remove and relocate Hole #3. 3) In addition, Licensee shall restore the vacated area from Hole #3. The newly constructed and relocated Hole #3 shall include tee complex, fairway, green, bunkers, cart path, drainage, irrigation facilities, and removal and planting of trees in those locations specified in Exhibits A through B. 4) Licensee's Project Site shall also include the permanent installation of Licensee's access road and temporary fencing according to Caltrans specification as depicted in Exhibits A and C; and 5) Licensee shall temporarily restripe Licensor's parking lot and equipment storage area, as depicted in Exhibit A to minimize turnaround of vehicles during Licensee's Project construction activities.

Licensee shall closely coordinate all haul routes with Licensor and American Golf Corporation. Additionally, Licensee shall temporarily relocate Hole #4 tee as shown on Exhibit A to accommodate Licensee's mitigation activities in connection with Licensee's 57/60 Interchange Improvements Project.

Upon completion of Licensee's Project, Licensee shall perform the following:

- a) restore Hole #4 tee to its former location and original condition or better;
- b) repair and restripe Licensor's parking lot, restoring Licensor's parking lot back to its original condition or better;
- c) repair any damaged haul roads in accordance with Exhibit A, attached; and,

Licensee shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Premises by Licensor.

3. **TERM:** The term of this License commences when the License is signed by the Director or his designee and runs thereafter for a period not to exceed twelve (12) months or ending when Licensee's Project is completed, whichever occurs first and subject to Sections 19 and 20.
4. **CONSIDERATION:** Consideration for this License is: a) Licensee's payment of \$500 application fee; b) Licensee's compliance with the terms and conditions of this license; c) Licensee agrees to compensate American Golf Corporation for any loss of golf play; and d) Licensee agrees to compensate Licensor for any additional water required for the establishment of the new turf, as required for new Hole #3.

Payment shall be made payable in the form of a check to:

County of Los Angeles, Department of Parks and Recreation  
1000 South Fremont Avenue, Unit #40, Building A-9 West  
Alhambra, California 91803

**5. CEQA COMPLIANCE:** As required under the California Environmental Quality Act (“CEQA”) (Public Resources code Section 21000, *et seq.*), improvements related to the State Route 57/State Route 60 Confluence at Grand Avenue Project were evaluated in the 2013 State Route 57/State Route 60 Confluence at Grand Avenue Final Environmental Impact Report/Finding of No Significant Impact (“2013 EIR/FONSI”), prepared and certified by Caltrans. To accommodate the intersection improvement project and associated slope reconstruction, relocation of Hole #3 on the Diamond Bar Golf Course is required. The proposed activities including the activities to support relocation of Hole #3, i.e. the removal and reconstruction of the tee complex, fairway, green, bunkers, cart path, drainage, and irrigation facilities; removal and planting of trees; installation of a temporary access road; temporary removal of Hole #3 tee; and restoration of Hole #3 tee were evaluated in the Environmental Impact Report (EIR) Addendum for the Grand Avenue/Golden Springs Intersection Improvement Project (“Addendum”), which was approved and adopted by Licensee on or about August 22, 2019. Under the Addendum, Licensee found and determined that no substantial changes were proposed that would require revisions to the 2013 EIR/FONSI, no substantial changes were made with respect to the circumstances under which the project was undertaken, no new information of substantial importance had been gained, no new significant environmental impacts were anticipated to occur, and there was not a substantial increase in the severity of significant environmental impacts disclosed in the 2013 EIR/FONSI as a result of the proposed activities. As authorized under Section 15164(b) of the CEQA Guidelines, minor modifications to an original project are permitted subject to the completion of an Addendum. The aforementioned activities were evaluated in the Addendum, therefore no further CEQA review is required.

**6. NOTICES:**

A. Whenever a provision is made for giving written notice, such notice shall be deemed to have been received if it was sent by mail and e-mailed to: Ms. Alina Bokde at [abokde@parks.lacounty.gov](mailto:abokde@parks.lacounty.gov) and Mr. Joshua Nelson at [jnelson@cityofindustry.org](mailto:jnelson@cityofindustry.org) and addressed as follows:

To Licensor:  
County of Los Angeles Department of Parks and Recreation  
Attention: Alina Bokde, Deputy Director  
1000 South Fremont Avenue, Unit #40, Building A-9 West  
Alhambra, California 91803

To Licensee:  
Successor Agency to the Industry Urban-Development Agency  
Attention: Joshua Nelson, Agency Engineer  
15625 Stafford Street  
City of Industry, California 91744

or such other place in California as may hereinafter be designated in writing respectively by Licensor or Licensee.

7. **INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees"), and American Golf Corporation from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or connected with Licensee's acts and/or omissions arising from and/or relating to this License, including but not limited to errant golf balls, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. The terms of this paragraph survive the termination or expiration of this License.
8. **GENERAL INSURANCE PROVISIONS:** Without limiting Licensee's indemnification of Licensor, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section, "General Insurance Provisions" and the "Insurance Coverage Requirements – Types and Limits" Section of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.
  - a. **Evidence of Coverage and Notice to Licensor:** Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to commencing services under this License.
    - i. Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. Licensor reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.

- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and number **001115**, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Licensor required endorsement forms.
- iii. Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Parks and Recreation  
Attention: Diane Thorne  
1000 South Fremont Avenue, Unit #40, Building A-9 West  
Alhambra, California 91803

- iv. Licensee also shall promptly report to Licensor any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this License and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.
- b. **Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") and American Golf Corporation shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the Licensor. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor and its Agents as an additional insured, even if

they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- c. **Cancellation of or Changes in Insurance.** Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- d. **Failure to Maintain Insurance.** Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Licensee or pursue Contractor reimbursement.
- e. **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by Licensor.
- f. **Licensee's Insurance Shall Be Primary.** Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensee. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.
- g. **Waivers of Subrogation.** To the fullest extent permitted by law, Licensee hereby waives its and its insurer(s)' rights of recovery against Licensor under all the Required Insurance for any loss arising from or related to this License. Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

- h. **Sub-Contractor Insurance Coverage Requirements.** Licensee shall include all Sub-contractors as insureds under Licensee's own policies or shall provide Licensor with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the Licensor and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain Licensor's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- i. **Deductibles and Self-Insured Retentions (SIRs).** Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- j. **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.
- k. **Application of Excess Liability Coverage.** Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.
- l. **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- m. **Alternative Risk Financing Programs.** The Licensor reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- n. **Licensor Review and Approval of Insurance Requirements.** The Licensor reserves the right to review and adjust the Required

Insurance provisions conditioned upon Licensor's determination of changes in risk exposures.

## 9. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

- a. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 4 million
Personal and Advertising Injury	\$ 2 million
Each Occurrence:	\$ 2 million

- b. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- c. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that Licensor will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- d. **Professional Liability/Errors and Omissions Insurance.** Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Licensee, its officers or employees arising from or related to this License with limits of not less than \$(1M) per occurrence and \$2(M) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the License.
- e. **Contractor's Pollution Liability Insurance.** Such insurance shall cover liability arising from Licensee's release, discharge, escape,

dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under section "C" for removal of pollutant from the work site, caused by Licensee. Licensee shall maintain limits not less than \$(1M) per occurrence and \$(2M) aggregate.

**10. OPERATIONAL RESPONSIBILITIES: Licensee shall:**

- a. Comply with and abide by all applicable rules, regulations and reasonable directions of Licensor; designate and provide Licensor with the name(s) and phone contact number(s) of Licensee's responsible representative(s) who shall be on the Premises during the hours Licensee is conducting supervised activities in accordance with written specifications, Exhibits A through B, submitted by Licensee pursuant to this License.
- b. Licensor's representative, Gary Kossick, Golf Director of Golf Operations, phone (626) 821-4649, cell (213) 447-9478, cell for after hours (714) 791-5008 shall inspect Licensee's work and reasonably determine whether or not it was completed in accordance with Licensor's specifications. In addition, the quality and workmanship must meet minimum industry standards. At the completion of Licensee's Project, the Department, through the Golf Operations Agency shall issue a "Notice of Project Acceptance," if acceptable to Licensor. If the improvements are unacceptable, within fifteen (15) County business days after inspection of Licensee's Project, Licensor shall provide Licensee with a list of items that need to be corrected. Should Licensee fail to make said corrections within thirty days (30) after Licensor provides the corrections list, Licensor may make the corrections at the Licensee's sole cost and expense and have any other remedies at law.
- c. Contact Brian Bode, Regional Director of American Golf at (909) 227-5320 and Gary Kossick, Golf Director of Golf Operations, forty-eight (48) hours prior to Licensee's initial access to Premises and immediately in emergencies: phone (626) 821-4649, cell (213) 447-9478, cell for after hours (714) 791-5008 or fax (626) 447-8573, and e-mail address [gkossick@parks.lacounty.gov](mailto:gkossick@parks.lacounty.gov). Kevin Keller is American Golf's emergency contact at (909) 861-8282, email address: [gm@diamondbargc.com](mailto:gm@diamondbargc.com). Joshua Nelson, Agency Engineer, Successor Agency to the Industry Urban-Development Agency, phone (626) 521-6640; cell (626) 945-0845, and email address: [jnelson@cityofindustry.org](mailto:jnelson@cityofindustry.org) is Licensee's emergency contact.

Licensee is permitted access to the Premises from sunrise to sunset weekdays, except holidays and when Licensee's permitted use conflicts with scheduled events or activities by the Parks or American Golf.

- d. At or before the time proof of insurance is submitted, provide Licensor with the names, license numbers, business addresses, and phone numbers of any and all of Licensee's contractors who will be entering the Premises.
- e. Take the following precautions prior to commencing permitted activities: contact Underground Service Alert (USA) to locate utilities in or near the Premises; review park irrigation/utility plans; walk the Premises and Licensee's access route with Park personnel to flag irrigation/utility lines, sprinkler heads, valve boxes, etc. Notwithstanding said precautions, Licensee agrees to repair or replace any pipelines, sprinkler heads, valve boxes, etc. damaged during the course of exercising the permission herein given.
- f. Maintain the Premises and surrounding area in a safe and sound condition. Licensee shall ensure work sites shown in Exhibit A are secured by caution tape prior to the commencement of any work.
- g. Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety features to prevent vehicular accidents, personal injury, and property damage due to Licensee's activities.
- h. Assume the risks, including without limitation, the risks arising from errant golf balls, golf cart crossing in, on or around the Premises, and all other customary golf course operations, and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned hired, leased, or used by Licensee for this License.
- i. Repair or replace, to the satisfaction of Licensor and American Golf, any and all of Licensor's or American Golf's respective property lost, damaged, or destroyed as a result of Licensee's use of the Premises and activities. Should Licensee fail to promptly make repairs or replacements to Licensor's or American Golf's satisfaction, Licensor or American Golf may have these repairs made at Licensee's sole cost and expense.

**11. INDEPENDENT STATUS:** This License is by and between Licensor and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Licensor and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers'

Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this License.

12. **EMPLOYEES:** All references to the "Licensee" herein are deemed to include the employees, agents, contractors, apprentices and anyone else required under written contract with Licensee to access the Premises.
13. **LIMITATIONS:** It is expressly understood that in licensing the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the terms and conditions of this License.
14. **AMENDMENTS:** The terms of this License may be amended by the Director or his designee upon mutual agreement of Licensor and Licensee with either party giving the other prior written notice explaining why the amendment is being requested.
15. **COUNTERPARTS:** This License may be exerted in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
16. **PDF SIGNATURE AS ORIGINAL:** Notwithstanding any law to the contrary, including Evidence Code sections 255 and 260, a signature in a pdf form is deemed to be an original for purposes of this License.
17. **ASSIGNMENT:** This License is personal to Licensee, and any attempt to assign or transfer same in whole or part without Licensor's prior written consent shall immediately terminate all of Licensee's rights hereunder.
18. **AUTHORITY TO STOP:** In the event that an authorized representative of Licensor finds that Licensee's activities on the Premises unnecessarily endanger the health or safety of persons on or near said Premises, the representative may require that this License immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
19. **DEFAULT:** This License may be immediately revoked by Licensor in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given as provided by Section 6 of this License. Failure by Licensor to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.
20. **TERMINATION:** This License may be terminated at any time without cause for any reason or no reason at all at the option of Licensor by giving five (5) days' notice of termination.

- 21. RESTORATION OF PREMISES:** Upon any termination or expiration of this License, pursuant to Sections 3 or 20, Licensee shall surrender the Premises in a neat and clean condition to the satisfaction of Licensor. Licensee shall complete restoration of the Premises to its original condition or better prior to the termination or expiration of this License. Restoration of the Premises shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensor shall conduct an inspection of the Premises to determine if restoration has been completed by Licensee to Licensor's satisfaction. If Licensor determines that restoration has not been completed to Licensor's satisfaction upon expiration or termination of this License, Licensor may restore said Premises entirely at the expense of Licensee.

Upon any revocation of this License, pursuant to Section 18, Licensee shall surrender the Premises in a neat and clean condition to the satisfaction of Licensor, remove its property therefrom, and restore the Premises as provided above within such time as Licensor may designate.

If Licensor determines that restoration has not been completed to Licensor's satisfaction under any scenario, Licensor may restore said Premises entirely at the expense of Licensee.

- 22. ALTERATIONS AND IMPROVEMENTS:** Licensee has examined the Premises and knows the condition thereof. Licensee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Premises shall become the property of County upon the termination or expiration of this License.
- 23. COUNTY LOBBYIST ORDINANCE:** Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Licensor may terminate or suspend this License.
- 24. TRANSFER OF TITLE/PARK CLOSURE:** In the event Licensor transfers title of the Premises to a newly-formed or existing governmental agency, this License shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this License. Licensor agrees to use its best efforts to obtain said assignment in the event Licensor transfers title of the Premises to a newly-formed or existing governmental agency. In the event Licensor closes the Premises this License shall terminate upon the effective date of such closure. Licensor shall provide written notice to Licensee immediately upon any consideration by the Licensor of the possibility of transferring or closing the Premises. Licensor shall provide Licensee with as much prior written notice of any such transfer or closure of

the Premises as reasonably possible before the effective date of any such transfer or closure.

/  
/

(Signature Page Follows)

**LICENSEE:**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Cory C. Moss, Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Agency Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James M. Casso, Agency General Counsel

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

Pursuant to Sections 2.26.140B (3) and (8) of the Los Angeles County Code, this License has been executed on behalf of the County of Los Angeles by the Director of Parks and Recreation's designee on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. Upon approval, a copy of the fully executed License will be provided to Licensee.

**LICENSOR:**

COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Alina Bokde, Deputy Director  
Department of Parks and Recreation

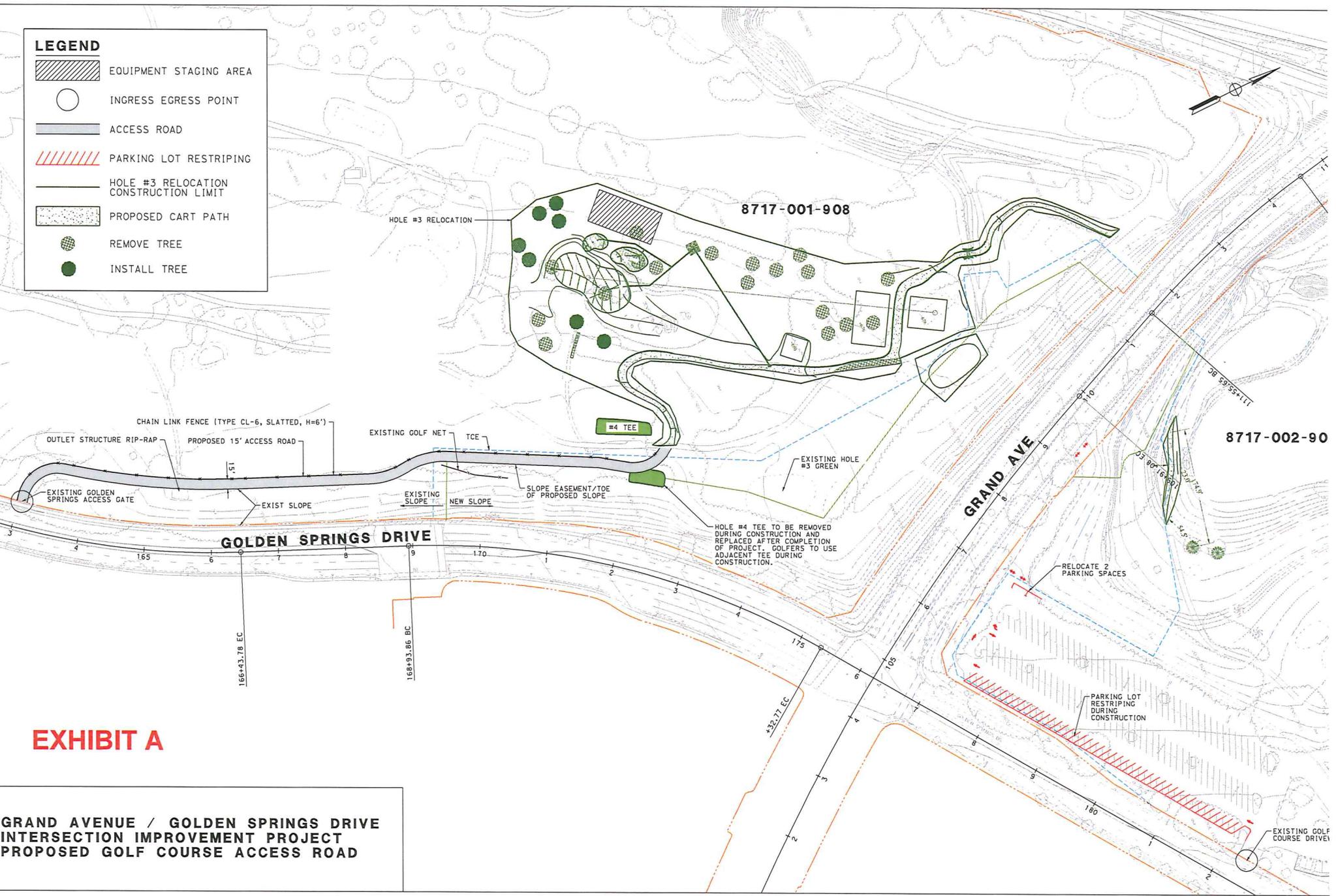
**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Rory LoAllen, Deputy  
County Counsel

**LEGEND**

-  EQUIPMENT STAGING AREA
-  INGRESS EGRESS POINT
-  ACCESS ROAD
-  PARKING LOT RESTRIPING
-  HOLE #3 RELOCATION CONSTRUCTION LIMIT
-  PROPOSED CART PATH
-  REMOVE TREE
-  INSTALL TREE



**EXHIBIT A**

**GRAND AVENUE / GOLDEN SPRINGS DRIVE INTERSECTION IMPROVEMENT PROJECT PROPOSED GOLF COURSE ACCESS ROAD**



# EXHIBIT B

## SHEET INDEX

1. COVER SHEET
2. DEMOLITION PLAN
3. SHAPING & GREEN PLAN
4. DRAINAGE PLAN
5. GRASSING & TREE PLAN
6. DETAIL SHEET

# HOLE #3 RENOVATION PLANS

FOR

## DIAMOND BAR GOLF COURSE

IN

### DIAMOND BAR, CALIFORNIA

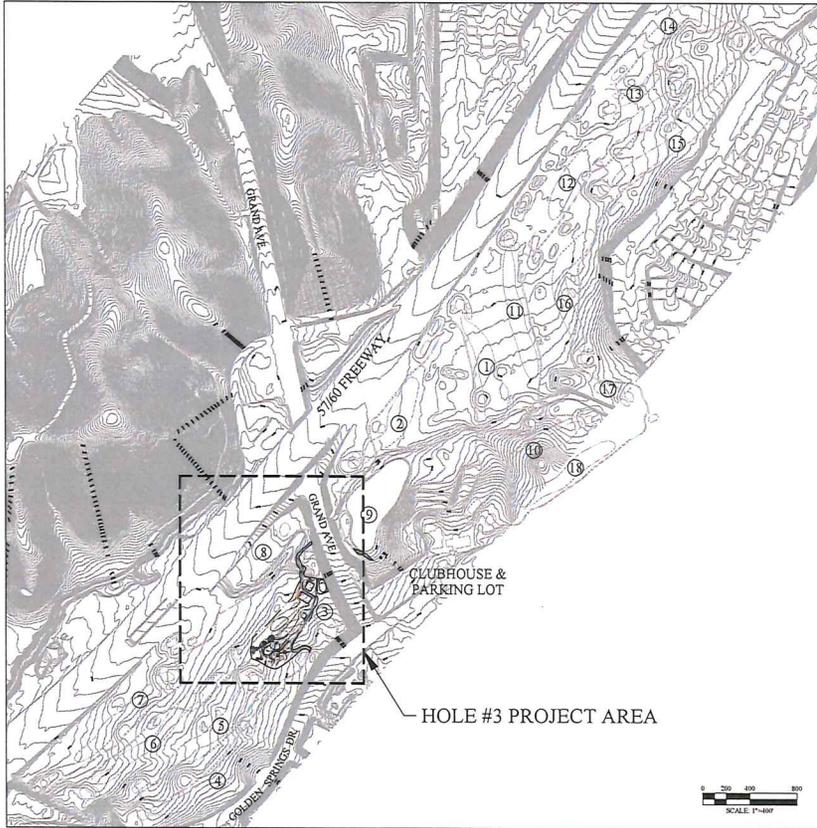
**GENERAL NOTES**

CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC. IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, SINCE THESE ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY. CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC. IS NOT RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONSTRUCTION CONTRACT DOCUMENTS, NOR RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR THEIR AGENTS OR EMPLOYEES OR OF ANY OTHER PERSONS FULFILLING PORTIONS OF THE WORK. THERE IS NO WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED BY CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC. FOR THE COMPLETION OF THE WORK OR THE QUALITY OF THE CONSTRUCTION CONTRACTORS. IN THE EVENT CLIENT CONSENTS TO ALLOW, ALTERS OR APPROVES OR CHANGES TO ANY PLANS, SPECIFICATIONS, OR OTHER CONSTRUCTION DOCUMENTS AND THESE ALTERATIONS ARE NOT APPROVED IN WRITING BY CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC., CLIENT ACKNOWLEDGES THAT SUCH ALTERATION AND THE RESULTS THEREOF ARE NOT THE RESPONSIBILITY OF CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC. IN ADDITION, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, TO AND HOLD HARMLESS CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC. FROM ANY DAMAGE, LIABILITY OR COST (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING FROM SUCH ALTERATIONS.

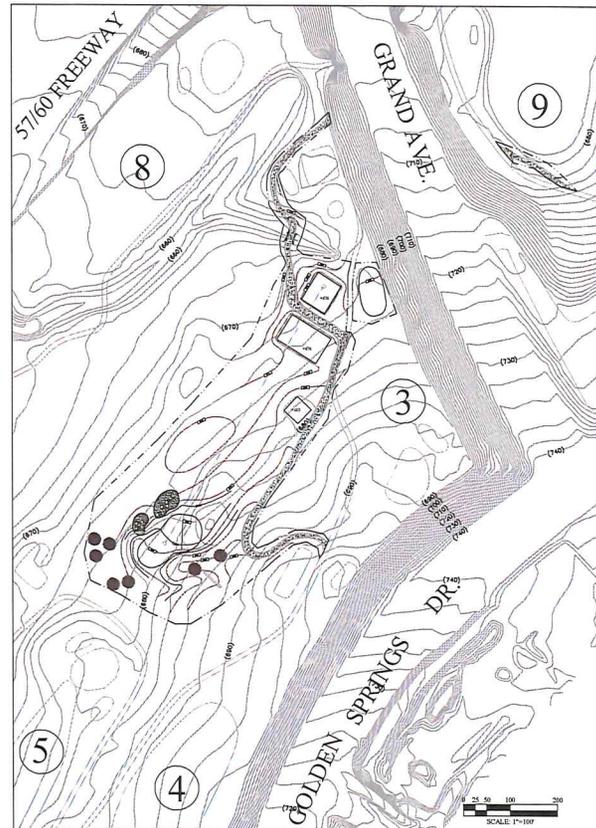
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AT THE TIME THE PLANS WERE DRAFTED AND DO NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF SUCH UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICES AHEAD PRIOR TO PERFORMING ANY CONSTRUCTION WORK. CONTRACTORS SHALL VERIFY AND PROTECT THE WORK, USING THE CONTRACTOR'S BEST SKILL AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND HAVE COMPLETE CONTROL OVER CONSTRUCTION OPERATIONS, METHODS, SEQUENCES, AND PROCEDURES AND FOR COORDINATION ALL PORTIONS OF THE WORK. CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER, CLIENT FOR THE ACTS AND OMISSIONS OF THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND OTHER PERSONS FULFILLING PORTIONS OF THE WORK. UNDER CONTRACT WITH THE CONTRACTOR/CONTRACTOR, SHALL BE RESPONSIBLE FOR ESTABLISHING, MAINTAINING, AND SUPERVISING, ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE PERFORMANCE OF THE CONSTRUCTION CONTRACT.

1. THIS IS A PREVALUING WAGL FOR  
 2. THE CONTRACTOR SHALL VISIT THE SITE AND CHECK EXISTING FIELD CONDITIONS PRIOR TO INITIATING A CONSTRUCTION BID.  
 3. THE GOLF COURSE DESIGNER SHALL MEET WITH THE CONTRACTOR ON SITE TO DISCUSS THE DESIGN INTENT PRIOR TO GRADING OF THE INDIVIDUAL FEATURES. THE CONTRACTOR SHALL WORK WITH THE GOLF COURSE DESIGNER TO MAKE SITE VISITS EVENLY THROUGHOUT THE CONSTRUCTION TO REVIEW CRITICAL ITEMS ON THE GOLF COURSE.  
 4. QUANTITIES ARE PROVIDED SO THAT THE CONTRACTORS BID THE SAME QUANTITIES. THE CONTRACTOR ARE RESPONSIBLE FOR CALCULATING AND VERIFYING THESE QUANTITIES. THE CONTRACTOR SHALL NOTIFY THE GOLF COURSE DESIGNER IF THERE ARE ANY GROSS DIFFERENCES BETWEEN THEIR CALCULATIONS AND THE QUANTITIES PROVIDED.  
 5. THERE WILL BE NO BAYNET OR EXPORT OF SOIL TO THE FUTURE.  
 6. THE CONTRACTOR IS RESPONSIBLE FOR ALL MODIFICATIONS TO THE IRRIGATION SYSTEM. SEE HARVEY CONSULTING PLANS FOR MORE INFORMATION.  
 7. ALL SAND GRAVEL AND OTHER MATERIALS SHALL BE STAGED IN A LOCATION SPECIFIED BY THE GOLF COURSE SUPERINTENDENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR DUMPING THE MATERIAL INTO THE GOLF COURSE WITH A SMALL 2-YARD TRUCK WITH HOPE TIES.  
 8. THE CONTRACTOR WILL CLOSELY COORDINATE WITH THE GOLF COURSE SUPERINTENDENT THE GOLF COURSE WITH THE GOLF COURSE SUPERINTENDENT SO THAT THEIR AREAS CAN BE BUILT OUT. THE CONTRACTOR SHALL REPAIR ANY DAMAGED DRIVE ROADS WITH FUTURE TOPDRESSING, DRAMMAG AREAS, STOPPING THE SOIL FROM THE GRASS, UNDESIRABLE AND REFLECTING LIME, THE SOIL.  
 9. THE CONTRACTOR'S RESPONSIBILITY FOR ANY DAMAGES TO THE EXISTING IRRIGATION SYSTEM, TRENCHES OR OTHER GOLF COURSE FEATURES.  
 10. ALL NEW TO BE BUILT DRAIN PIPES WILL BE ACCOMPANIED BY A "TRACER WIRE" IN THE DRAIN PIPE SLEEVE.  
 11. THE SIGN SHALL INCLUDE A 4" SAND CAP ON EACH OF THE CONSTRUCTION SIGNS.  
 12. THE GREEN CONSTRUCTION SHALL BE BUILT TO THE STANDARDS AND WILL INCLUDE ALL SAND GRAVEL AND DRAMMAG FIBER AS PART OF THE CONSTRUCTION SIGNS.  
 13. THE CONTRACTOR WILL BE RESPONSIBLE FOR HIRING BROWN HARVEY CONSULTING CONTRACT BROWN HARVEY AT 500 797-4862 TO PREPARE AN ASSEMBLY IRRIGATION PLAN. INCLUDING THE COMPLETED IRRIGATION MODIFICATIONS, SET OF WORK, TO INCLUDE MAPPING THE GOLF COURSE IMPROVEMENTS WITH SURVEY GRADE MEASURING EQUIPMENT, UPDATING OF CONSTRUCTION RECORD DRAWINGS, AND UPDATING THE CENTRAL CONTROL SYSTEM SOFTWARE. THIS OVERLIES INCLUDE NEW 8" X 12" LAMINATED CONTROLLER SITES, 17" X 17" 18" AND 18" LAMINATED DRAWINGS FOR EACH GOLF HOLE, AND NEW 8" X 12" OVERALL DRAWINGS AT 1"=100' SCALE.

- NOTICE TO CONTRACTOR:**
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL HAVE APPLICABLE CONTRACTS, AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL BE RESPONSIBLE AND HOLD THE OWNER AND THE GOLF COURSE DESIGNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE GOLF COURSE DESIGNER.
- THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO MAKE ALL NECESSARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION AND ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE AHEAD AT A 1-800-272-2669 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATIONS OF EXISTING UTILITIES.
- ENGINEER'S NOTES:**
- ALL UNDERGROUND UTILITIES OR STRUCTURES INDICATED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PERTAINING THERE TO, AGREES TO ASSUME LIABILITY AND TO HOLD UNDERGROUND UTILITIES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION AND ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE AHEAD AT A 1-800-272-2669 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATIONS OF EXISTING UTILITIES.



OVERALL GOLF COURSE MAP



HOLE #3 PROJECT AREA

DATE: MARCH 28, 2018



Casey O'Callaghan  
 GOLF COURSE DESIGN, INC.  
 400 EAST 18TH STREET  
 COSTA MESA, CA 92627  
 PH: 949-675-5650

PREPARED BY: CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC.  
 400 EAST 18TH STREET  
 COSTA MESA, CA 92627  
 PH: 949-675-5650

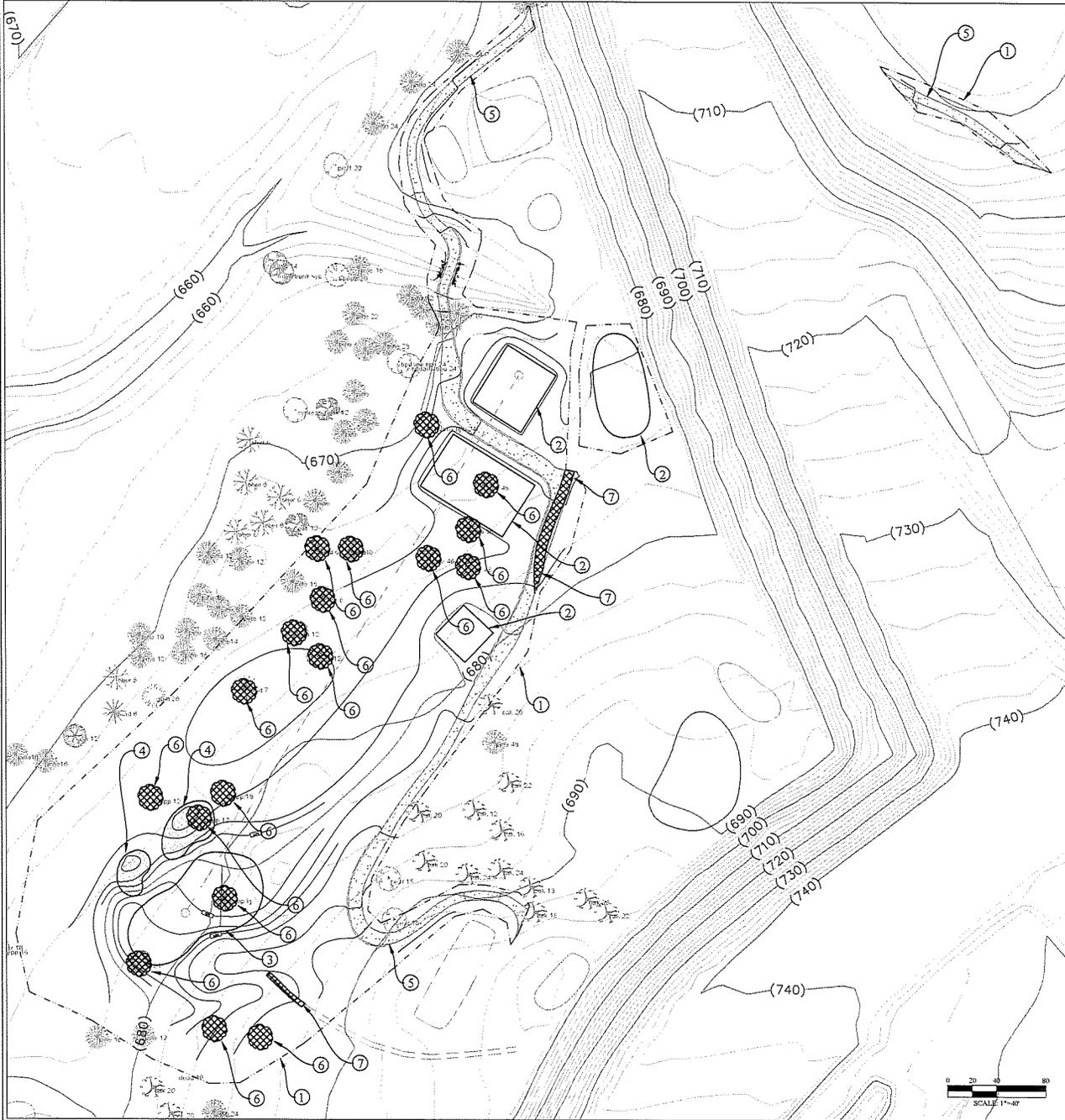
PREPARED BY: DIAMOND BAR GOLF COURSE DESIGN, INC.  
 22000 CANTON SPRINGS DR.  
 DIAMOND BAR, CA 91765

DIAMOND BAR GOLF COURSE

PROJECT TITLE

COVER SHEET

SHEET NUMBER: 1 OF 6



### LEGEND

<p>1.  LIMIT OF WORK</p> <p>2.  TEE CONSTRUCTION (SEE DETAIL "A" ON DETAIL SHEET)</p> <p>3.  GREEN CONSTRUCTION (SEE DETAIL "C" ON DETAIL SHEET)</p> <p>4.  SAND BUNKER CONSTRUCTION (SEE DETAIL "F" ON DETAIL SHEET)</p> <p>5.  CART PATH CONSTRUCTION (SEE DETAIL "D" ON DETAIL SHEET)</p>	<p>6.  TREE REMOVAL</p> <p>7.  CONCRETE DEMOLITION</p> <p>8. </p> <p>9. </p> <p>10. </p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

DATE:  
MARCH 28, 2018



SHEET NUMBER

2 OF 6

SHEET TITLE

DEMOLITION  
PLANS

PROJECT TITLE

DIAMOND BAR  
GOLF COURSE

PREPARED FOR

DIAMOND BAR GOLF COURSE  
22751 GOLDEN SPRINGS DR.  
DIAMOND BAR, CA 91765

PREPARED BY

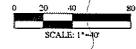
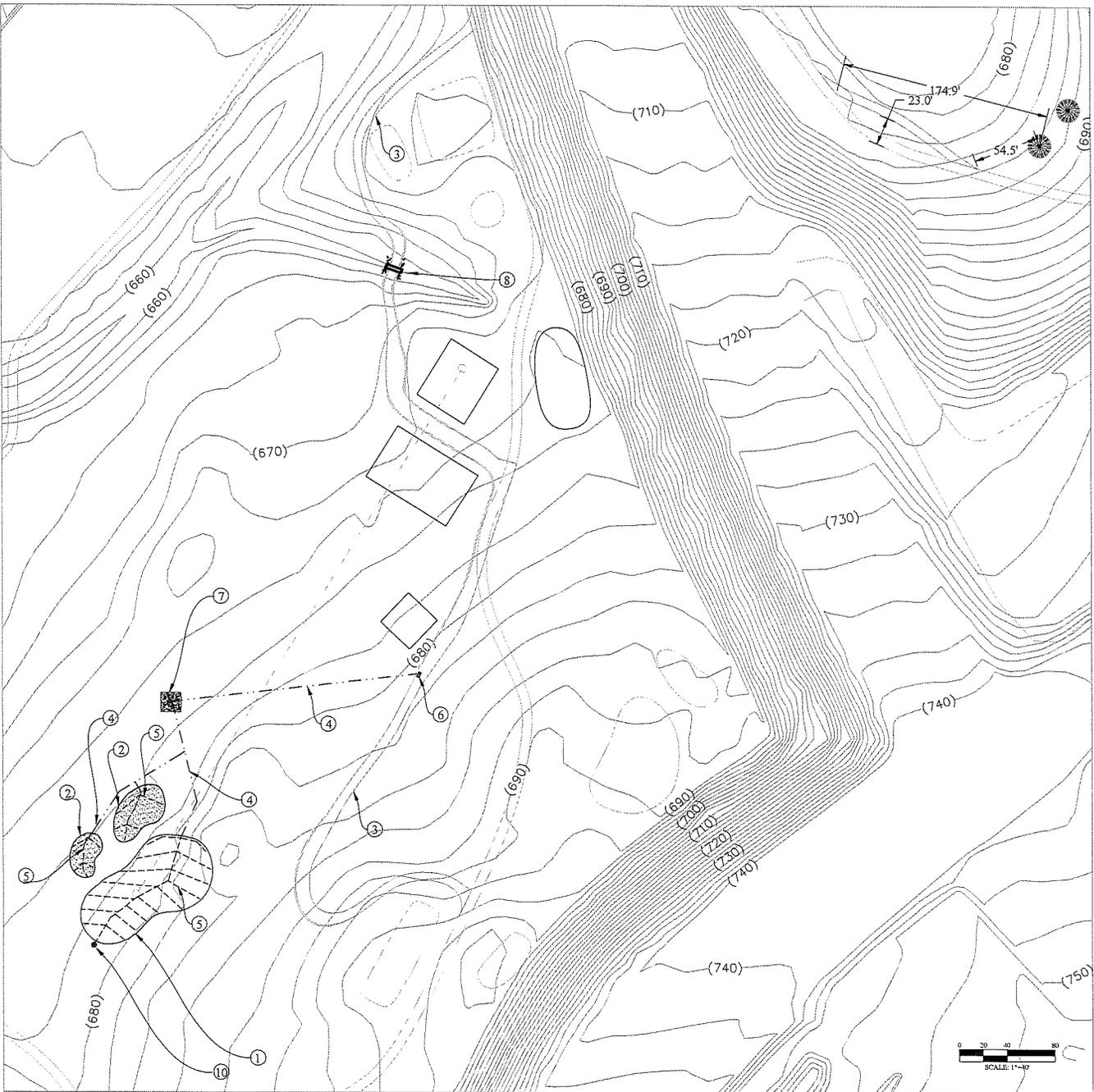
CASEY O'CALLAGHAN GOLF  
COURSE DESIGN, INC.  
462 EAST 18TH STREET  
COSTA MESA, CA 92627  
PH: 949-675-5650

REVISIONS

DATE	BY	REVISIONS



Casey O'Callaghan  
GOLF COURSE DESIGN, INC.



LEGEND	
1.	GREEN CONSTRUCTION (SEE DETAIL "C" ON DETAIL SHEET)
2.	SAND BUNKER CONSTRUCTION (SEE DETAIL "F" ON DETAIL SHEET)
3.	CART PATH CONSTRUCTION (SEE DETAIL "D" ON DETAIL SHEET)
4.	4" NON PERFORATED DRAIN PIPE (SEE DETAIL "B" ON DETAIL SHEET)
5.	4" PERFORATED DRAIN PIPE (SEE DETAIL "C" AND "E" ON DETAIL SHEET)
6.	CART PATH DRAIN INLET (SEE DETAIL "B" ON DETAIL SHEET)
7.	DRY WELL (SEE DETAIL "G" ON DETAIL SHEET)
8.	TEMPORARY CULVERT (SEE DETAIL ON DETAIL SHEET)
9.	CLEAN OUT (SEE DETAIL "H" ON DETAIL SHEET)
10.	

DATE: MARCH 23, 2018



REVISIONS	DATE	BY	REMARK

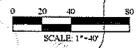
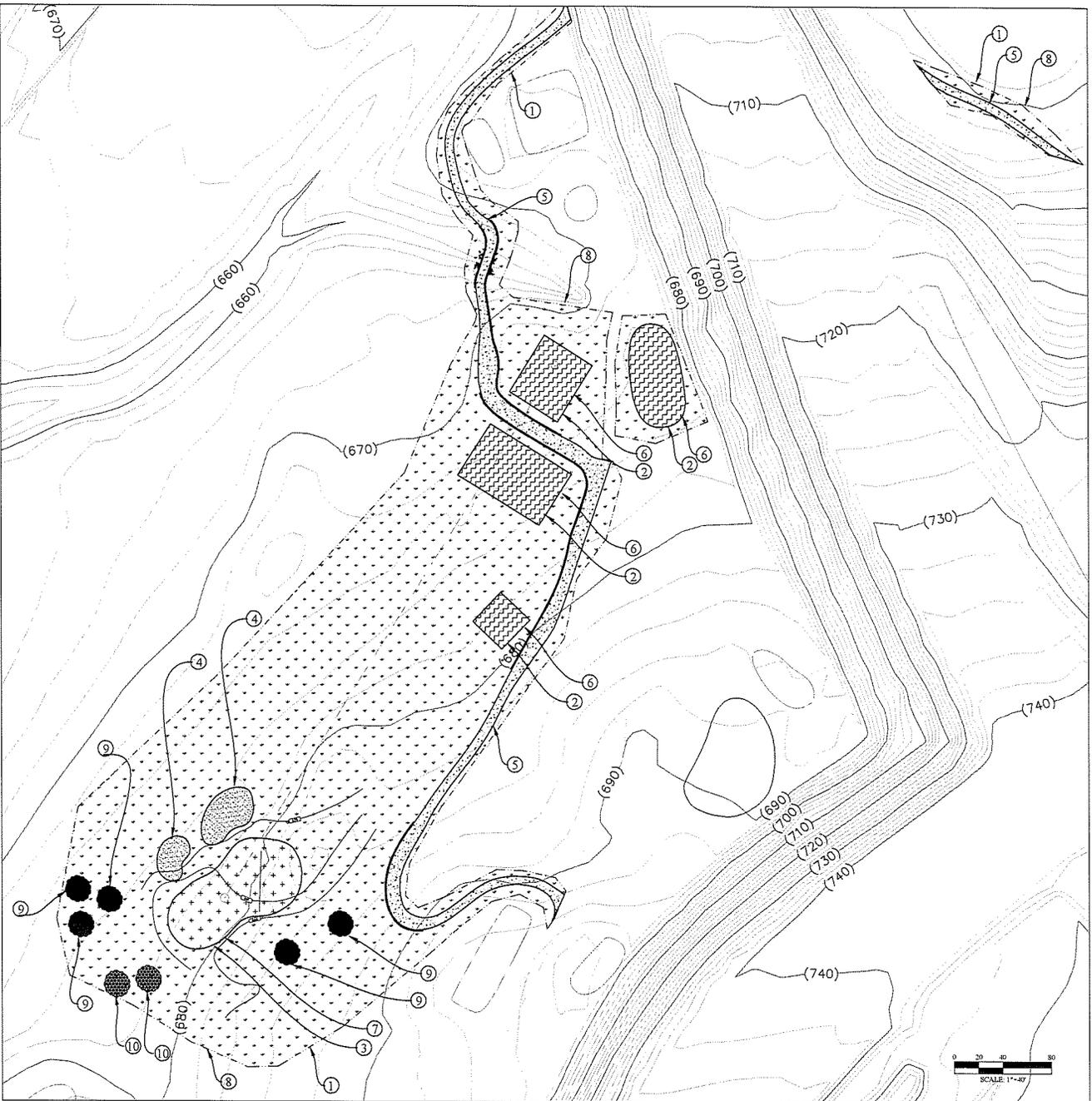
PREPARED BY: CASANOVA L. GREEN GOLF COURSE DESIGN, INC. 402 EAST 18TH STREET COSTA MESA, CA 92627 PH: 949-675-5650

PREPARED FOR: DIAMOND BAR GOLF COURSE 10000 DIAMOND BAR BLVD. DIAMOND BAR, CA 91765

PROJECT TITLE  
**DIAMOND BAR GOLF COURSE**

SHEET TITLE  
**DRAINAGE PLANS**

SHEET NUMBER  
**4 OF 6**



LEGEND	
1.	LIMIT OF WORK
2.	TEE CONSTRUCTION (SEE DETAIL "A" ON DETAIL SHEET)
3.	GREEN CONSTRUCTION (SEE DETAIL "C" ON DETAIL SHEET)
4.	SAND BUNKER CONSTRUCTION (SEE DETAIL "F" ON DETAIL SHEET)
5.	CART PATH CONSTRUCTION (SEE DETAIL "D" ON DETAIL SHEET)
6.	TEE SOD (419 HYBRID BERMUDA GRASS SOD)
7.	GREEN SOD (DOMINANT BENT GRASS)
8.	FAIRWAY AND ROUGH SOD (INKUYU SOD)
9.	36" BOX COAST LIVE OAK (QUERCUS AGRIFOLIA)
10.	36" BOX ALEPPO PINE TREE (PINUS HALEPENSIS)

DATE:  
MARCH 28, 2018



CASEY C. CALLAGHAN GOLF COURSE ARCHITECTS, INC.  
 469 EAST BETH STREET  
 COSTA MESA, CA 92627  
 PH: 949-475-5650

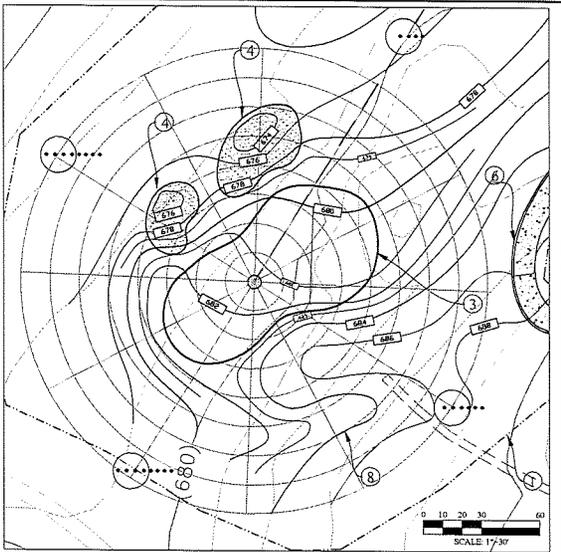
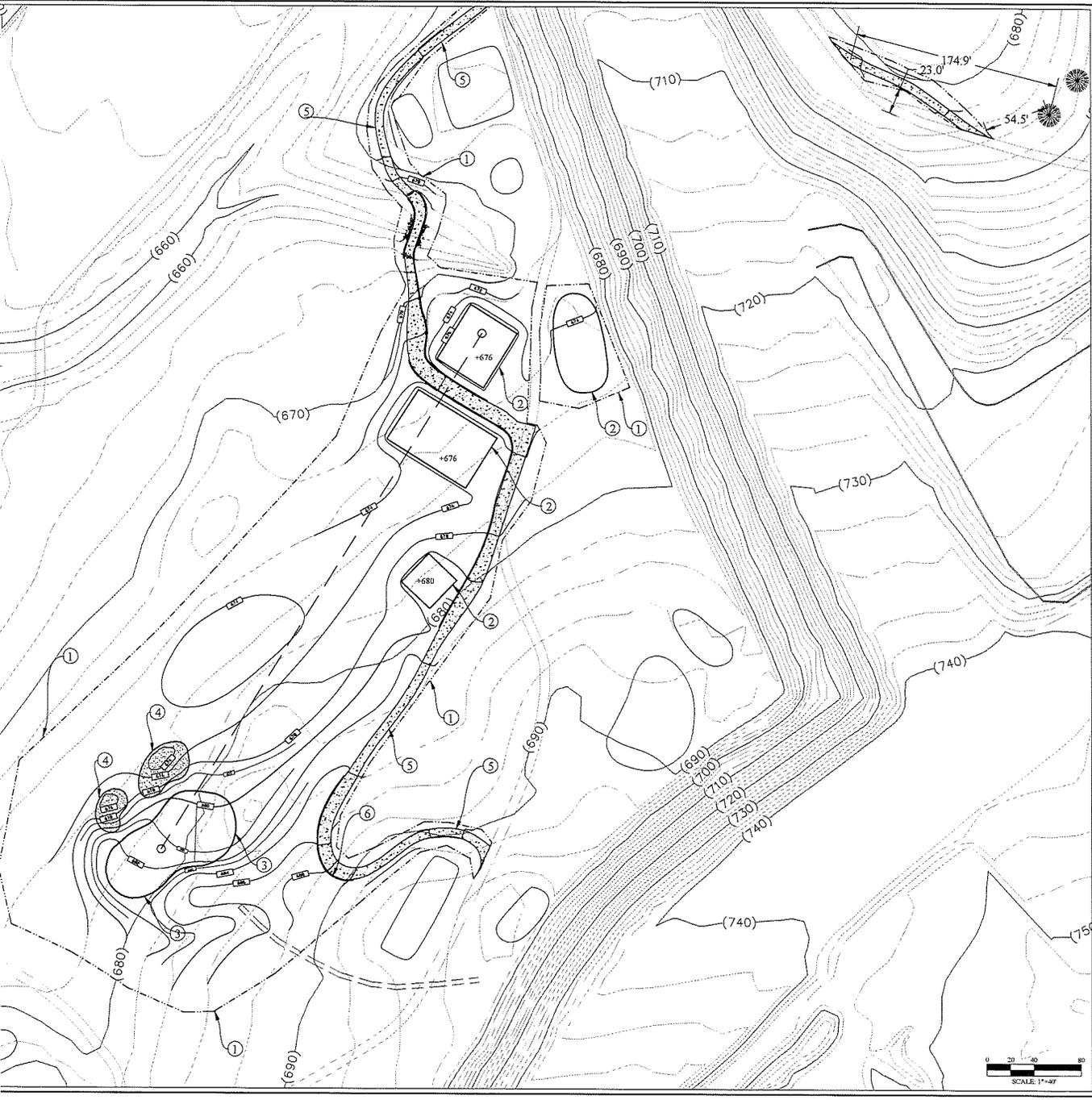
PREPARED FOR:  
 DIAMOND BAR GOLF COURSE  
 13333 WILSONS DR.  
 DIAMOND BAR, CA 91765

PROJECT TITLE:  
 DIAMOND BAR  
 GOLF COURSE

SHEET TITLE:  
 GRASSING & TREE  
 PLANTING PLAN

SHEET NUMBER:  
 5 OF 6

REVISIONS	DATE	BY	REVISION



GREEN PLAN

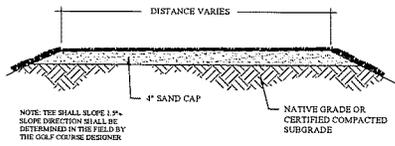
LEGEND	
1.	LIMIT OF WORK
2.	TEE CONSTRUCTION (SEE DETAIL "A" ON DETAIL SHEET)
3.	GREEN CONSTRUCTION (SEE DETAIL "C" ON DETAIL SHEET)
4.	SAND BUNKER CONSTRUCTION (SEE DETAIL "F" ON DETAIL SHEET)
5.	CART PATH CONSTRUCTION (SEE DETAIL "D" ON DETAIL SHEET)
6.	CART PATH CURBING (SEE DETAIL "D" ON DETAIL SHEET)
7.	TEMPORARY CULVERT (SEE DETAIL "T" AND "P" ON DETAIL SHEET)
8.	GOLF COURSE CONTOURS
9.	
10.	

DATE: MARCH 28, 2018

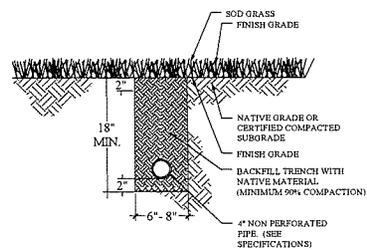
REVISIONS	<table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	BY	REVISION						
DATE	BY	REVISION								
PREPARED BY:	PREPARED BY: OCALLACHAN GOLF COURSE DESIGN, INC.									
PROJECT TITLE:	DIAMOND BAR GOLF COURSE									
SHEET NUMBER:	3 OF 6									

**SHAING & GREEN**  
**PLANS**

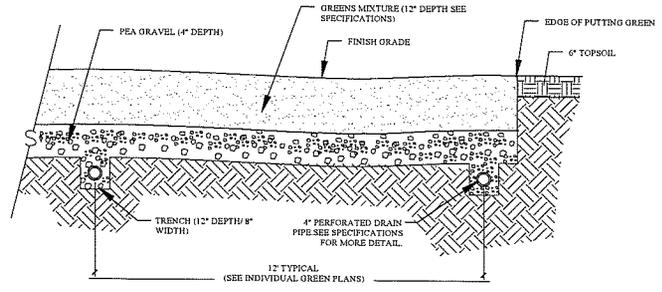
462 EAST 18TH STREET  
 COSTA MESA, CA 92627  
 PH: 949-675-5630



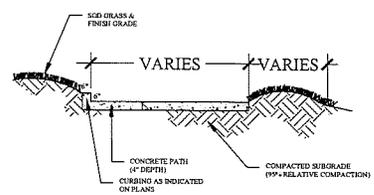
**A** TEE CONSTRUCTION SECTION NOT TO SCALE



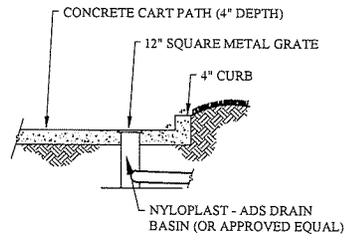
**B** DRAIN CONSTRUCTION SECTION NOT TO SCALE



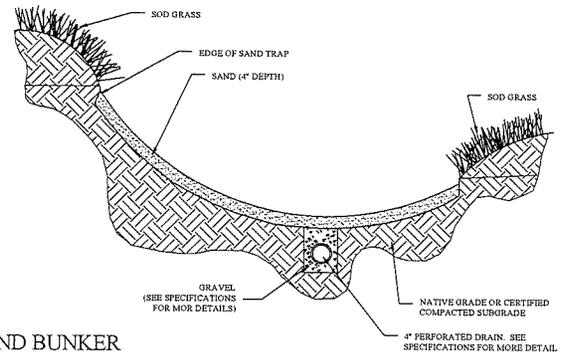
**C** USGA GREEN CONSTRUCTION SECTION NOT TO SCALE



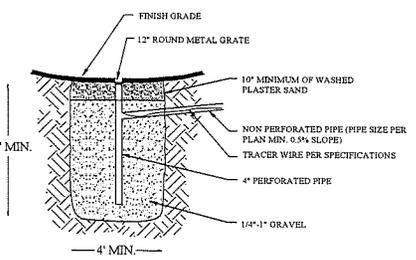
**D** CART PATH W/ CURB SECTION NOT TO SCALE



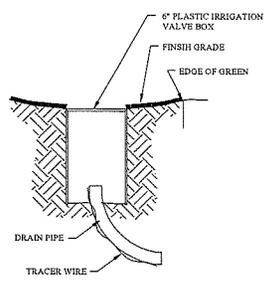
**E** CART PATH W/ DRAIN INLET SECTION NOT TO SCALE



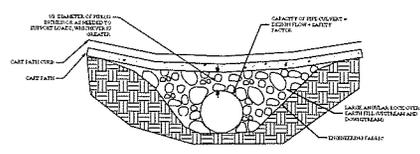
**F** SAND BUNKER SECTION NOT TO SCALE



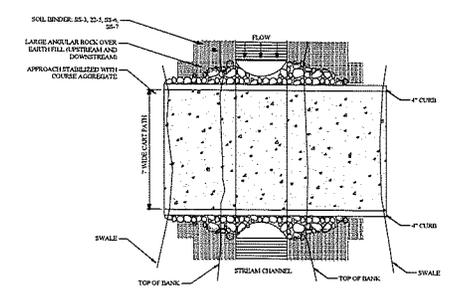
**G** DRY WELL SECTION NOT TO SCALE



**H** CLEAN OUT SECTION NOT TO SCALE



**I** TEMPORARY CULVER CROSSING ELEVATION NOT TO SCALE



**J** TEMPORARY CULVER CROSSING PLAN

DATE: MARCH 28, 2018

  
 PREPARED BY:  
 CASEY O'CALLAGHAN GOLF COURSE DESIGN, INC.  
 22751 GOLDEN SPRINGS DR.  
 DIAMOND BAR, CA 91765  
 PH: 949-675-5650  
 PROJECT TITLE:  
 DIAMOND BAR GOLF COURSE  
 SHEET TITLE:  
 DETAIL SHEET  
 SHEET NUMBER:  
 6 OF 6

# EXHIBIT C

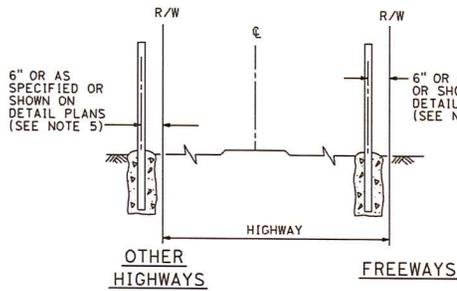
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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

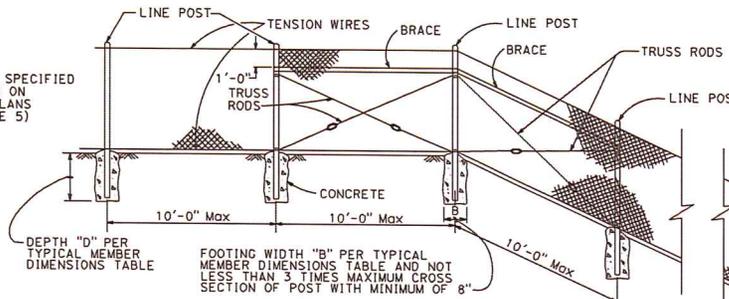
*Professional Engineer Seal*  
REGISTERED CIVIL ENGINEER  
M. Raza Valizadeh  
No. C51902  
Exp. 6-30-18  
CIVIL  
STATE OF CALIFORNIA

July 21, 2017  
PLANS APPROVAL DATE

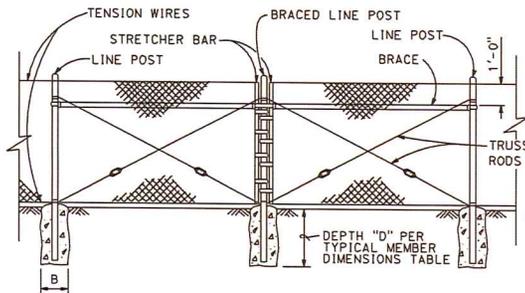
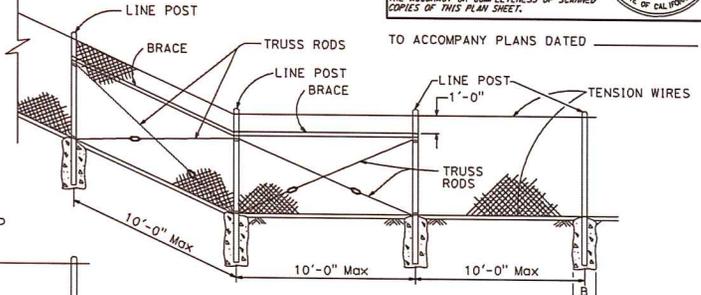
TO ACCOMPANY PLANS DATED \_\_\_\_\_



FENCE LOCATION

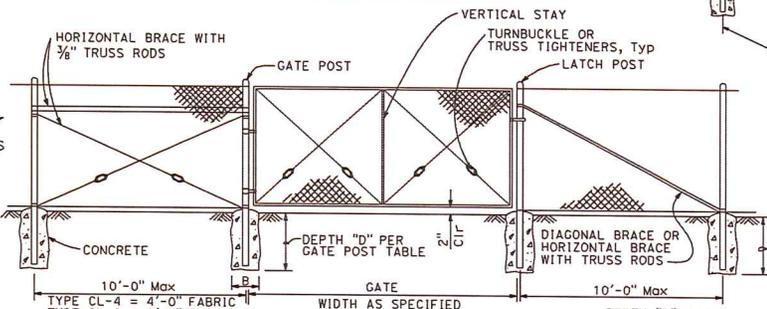


CHAIN LINK FENCE ON SHARP BREAK IN GRADE



BRACED LINE POST INSTALLATION

Braced line post at intervals not exceeding 1000'

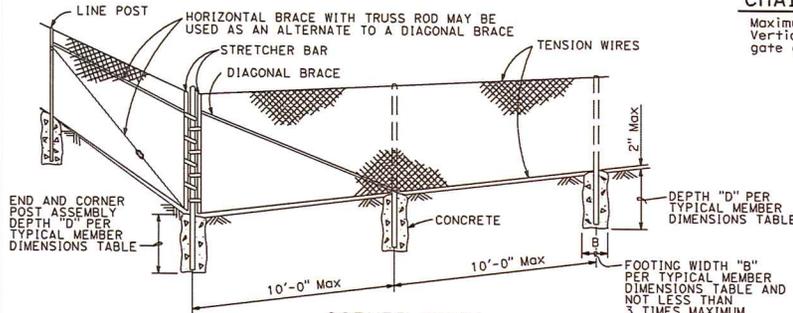


CHAIN LINK GATE INSTALLATION

Maximum Gate Width is 12'-0"  
Vertical Stay is required in middle of gate greater than 8'-0" in width.

FENCE HEIGHT (Max)	SLATTED	GATE POST						
		B (in)		D (ft)		ROUND PIPE		
		SECTION	ROUND OD PIPE	SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	WEIGHT (lb/ft)	
5'-0"	NO	12"	2'-6"	3 Std	3.50"	7.58		
6'-0"	NO	12"	2'-6"	3 Std	3.50"	7.58		
8'-0"	NO	12"	3'-0"	3 Std	3.50"	7.58		
10'-0"	NO	14"	3'-6"	3 Std	3.50"	7.58		
5'-0"	YES	12"	3'-0"	3 1/2 Std	4.00"	9.12		
6'-0"	YES	14"	3'-0"	4 Std	4.50"	10.80		
8'-0"	YES	18"	3'-6"	5 Std	5.56"	14.60		
10'-0"	YES	20"	4'-0"	6 Std	6.63"	19.00		

Above post dimensions and weights are minimums. Larger sizes may be used upon approval.



CORNER POST

NOTES:

- The table to the right shows minimum sized posts and braces complying with the specifications. Larger or heavier post and brace sizes may be used upon approval.
- Sections shown in the tables must also comply with the strength requirements and other provisions of the specifications.
- Other sections which comply with the strength requirements and other provisions of the specifications may be used upon approval.
- Options exercised shall be uniform on any one project.
- Offset to be 2'-0" at monument locations, measured at right angles to R/W lines. Taper to achieve offset to be at least 20'-0" long.
- See Standard Plan A85B for Brace, Stretcher Bar, and Truss Tightener Details.

TYPICAL MEMBER DIMENSIONS (See Notes)

FENCE HEIGHT (Max)	SLATTED	B (in)	D (ft)	LINE POSTS									
				ROUND PIPE			ROLL FORMED		BRACES				
				SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	SECTION		SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	ROLL FORMED	
							SECTION	WEIGHT (lb/ft)				SECTION	WEIGHT (lb/ft)
5'-0"	NO	8"	2'-6"	1 1/2 Std	1.90"	2.72	1.875" x 1.625"	1.85	1 1/2" Std	1.90"	2.72	1.625" x 1.250"	1.35
6'-0"	NO	10"	2'-6"	2 Std	2.38"	3.66	1.875" x 1.625"	2.40	2 Std	2.38"	3.66	1.625" x 1.250"	1.35
8'-0"	NO	12"	3'-0"	2 1/2 Std	2.88"	5.80	3.250" x 2.500"	4.50	2 Std	2.38"	3.66	1.625" x 1.250"	1.35
10'-0"	NO	14"	3'-6"	3 Std	3.50"	7.58	3.250" x 2.500"	4.50	2 1/2 Std	2.88"	5.80	1.625" x 1.250"	1.35
5'-0"	YES	12"	3'-0"	3 1/2 Std	4.00"	9.12	N/A	-	2 Std	2.38"	3.66	N/A	-
6'-0"	YES	14"	3'-0"	4 Std	4.50"	10.80	N/A	-	2 Std	2.38"	3.66	N/A	-
8'-0"	YES	18"	3'-6"	5 Std	5.56"	14.60	N/A	-	2 Std	2.38"	3.66	N/A	-
10'-0"	YES	20"	4'-0"	6 Std	6.63"	19.00	N/A	-	2 1/2 Std	2.88"	5.80	N/A	-

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CHAIN LINK FENCE**  
NO SCALE

RSP A85 DATED JULY 21, 2017 SUPERSEDES RSP A85 DATED JANUARY 20, 2017 AND RSP A85 DATED JULY 15, 2016 AND STANDARD PLAN A85 DATED OCTOBER 30, 2015 - PAGE 117 OF THE STANDARD PLANS BOOK DATED 2015.

**REVISED STANDARD PLAN RSP A85**

2015 REVISED STANDARD PLAN RSP A85