

**JOINT SPECIAL MEETING AGENDA OF THE
SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY, AND
INDUSTRY PUBLIC FACILITIES AUTHORITY**

**JULY 9, 2020
9:00 A.M.**

**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY/ INDUSTRY
PUBLIC FACILITIES AUTHORITY:**



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

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

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the special meeting of the Successor Agency and Industry Public Facilities Authority 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: 547 226 700#. 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 any City meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, July 7, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

Addressing the Agency/Authority:

Public Comments (Agenda Items Only): During public comments, if you wish to address the Agency/Authority during this Special Meeting, under Government Code Section 54954.3(a), you may only address the legislative bodies concerning any item that has been described in the notice for the Special Meeting.

Agendas and other writings:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 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 Statement of Investment Policy for Successor Agency to the Industry Urban-Development Agency
RECOMMENDED ACTION: Approve as submitted.
 - 5.2 Consideration of the Statement of Investment Policy for Industry Public Facilities
RECOMMENDED ACTION: Approve as submitted.
6. **ACTION ITEMS**
 - 6.1 Consideration of a Purchase and Sale Agreement with the County of Los Angeles for right of way for the Grand Avenue and Golden Springs Drive Intersection Improvement project
RECOMMENDED ACTION: Approve the Agreement.
 - 6.2 Consideration of a Temporary Construction License Agreement with the County of Los Angeles to construct new public road supporting slopes for the Grand Avenue and Golden Springs Drive Intersection Improvement project
RECOMMENDED ACTION: Approve the Agreement.
7. Adjournment.

*SUCCESSOR AGENCY
AND
INDUSTRY PUBLIC FACILITIES AUTHORITY
SPECIAL MEETING
JULY 9, 2020*

ITEM NO. 5.1



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

MEMORANDUM

To: Chairman Moss and Members of the Agency

From: Troy Helling, Executive Director *TH*

Staff: Elise Calvo, Finance Officer *EC*

Date: June 26, 2020

Subject: Statement of Investment Policy

OVERVIEW

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the Successor Agency to the Industry Urban-Development Agency dated July 9, 2020, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the Successor Agency to the Industry Urban-Development Agency's investment goals and priorities. This policy has will be reviewed regularly or at least annually to assure that it continues to meet the Agency's portfolio goals/priorities, with the intent to protect the assets of the Successor Agency to the Industry Urban-Development. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

RECOMMENDATION

It is my recommendation that the Successor Agency to the Industry Urban-Development Agency approve the Investment Policy.

City of Industry

STATEMENT OF INVESTMENT POLICY

ELISE CALVO, CITY TREASURER

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

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STATEMENT OF INVESTMENT POLICY

Effective July 9, 2020

(Supersedes All Previous Investment Policies)

1.0 Introduction. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

2.0 Policy. It is the policy of the City of Industry to invest public funds not required for immediate day-to-day operations in safe, liquid and medium term investments. These investments shall yield an acceptable return while conforming to all California statutes and the City's Investment Policy.

3.0 Scope. It is intended that this policy cover the investment activities of all contingency reserves and inactive cash under the direct authority of the City and its component units including but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority.

3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority. The City's identifies the fund types involved as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust Funds
- Miscellaneous Special Funds
- Any new funds created by the applicable governing board, unless specifically exempted

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STATEMENT OF INVESTMENT POLICY

3.2 Investments held separately. Investment of bond proceeds will be held separately when required by the bond indentures. Bond proceeds will be invested in accordance with the requirements stated in the bond indentures. This policy does not apply to deferred compensation plans.

4.0 Objectives. Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

4.1. Safety. Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

4.2 Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 Return on investment. Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer should strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.

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STATEMENT OF INVESTMENT POLICY

5.0 Authorized investments. The City Treasurer may invest City funds in the following investments as specified in the California Government Code Section 53601, and certain investment types are further limited to only the following specified investments.

	Investment Type	Maximum Remaining Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements	California Government Code Sections
a.	Securities of the US Government, or its agencies Including GSE debt and US Treasury Obligations	5 years	None	None	53601(b)(f) and 53601.6
b.	Negotiable certificates of deposits	5 years	30%	None	53601(1)
c.	Non-negotiable certificates of deposits	5 years	None	None	53630 et seq.
d.	Bankers Acceptances	180 days	40% and no more than 30% of any one commercial bank	None	53601(g)
e.	Commercial Paper	270 days	25% and no more than 10% of a single issuer	A-1 or higher rating from an NRSRO	53601(h)(2)(C), 53635(a)(1)
f.	Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
g.	Collateralized Bank Deposits including passbook Savings account demand deposits	5 years	None	None	53630 et. Seq and 53601 (n)
h.	Repurchase agreements	1 year	None	None	53601(j)
i.	Los Angeles County Investment Pool (California Govt. Code Section 53684)	N/A	None	None	53684
j.	It is the City of Industry's policy no to utilize Reverse Repurchase Agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse Repurchase Agreements shall be permitted if they are assets of the Local Agency Investment Fund).				
k.	Local Agency Bonds	5 years	None	None	53601(a)

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STATEMENT OF INVESTMENT POLICY

I.	Medium-term notes	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
m.	All securities authorized by the California Code, but which are not currently allowed by this investment policy, must first be approved by City Council at the time of purchase.				

Section 53601 of the California Government Code provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the City Council may grant express authority to make investments either specifically or as a part of an investment program approved by the City Council that exceeds the five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

5.1 Review of Investment Portfolio. The City’s investment portfolio must be in compliance with Section 5.0 of this Policy at the time an investment is purchased. However, due to various reasons the portfolio may not be in compliance. The reasons for noncompliance that may arise include, but are not limited to a downgrade in a security’s rating, redemptions or maturities resulting in exceeding maximum percentages of a particular investment type, fluctuation in total portfolio size, a change in the California Government Code, or subsequent update to the Investment Policy that renders investments made under previous policies noncompliant.

The Treasurer shall review the portfolios quarterly to identify any securities that are no longer in compliance. The Treasurer shall report any major and critical incidences of noncompliance to the City Manager and City Council and provide recommendations to address the noncompliant securities.

6.0 Reporting. Sections 53607 and 53646 of the California Government Code allows the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. Therefore, it is the policy of the City that the City Treasurer or designee appointed by the City Treasurer file a report on the investments and transactions with the City Council as described in Sections 53607 and 53646 of the California Government Code.

7.0 Selection of financial institutions and brokers/dealers. Investments shall be purchased only through well established, financially sound institutions. The City Treasurer or City Manager or their designee may maintain a list of financial institutions and broker/dealers who are approved to provide the City with investment services. This

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

list should be updated annually by the City Treasurer to ensure compliance with this investment policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which they must sign indicating that the investment policy has been read, understood and that their investment offers will comply with this policy.

All financial institutions and broker/dealers will take direction from the City Treasurer or City Manager or their designee as it relates to the investment strategy and investment policy of the City. Any instructions will be in the form of written instructions via email or other electronic transmissions.

Qualified financial institutions and broker/dealers must supply the City Treasurer or City Manager or their designee with the following:

7.1 Financial Institutions.

- Current audited financial statements
- Depository contracts, as appropriate
- A copy of the latest FDIC call report or the latest FHLBB report, as appropriate
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered

7.2 Broker/Dealers.

- Current audited financial statements
- Proof that brokerage firms are members in good standing of a national securities exchange, or
- A designation as a primary government dealer by the Federal Reserve Bank.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio as provided by law (total regulatory net worth divided by total assets), and must have had positive net earnings for the last reporting period

The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations contained Rule G-37 of the Municipal Securities Rulemaking Board.

8.0 Ethics and conflicts of interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

*SUCCESSOR AGENCY
AND
INDUSTRY PUBLIC FACILITIES AUTHORITY
SPECIAL MEETING
JULY 9, 2020*

ITEM NO. 5.2



INDUSTRY PUBLIC FACILITIES AUTHORITY

MEMORANDUM

To: Honorable Chair and Members of the Public Facilities Authority

From: Troy Helling, Executive Director *TH*

Staff: Elise Calvo, Treasurer *EC*

Date: June 26, 2020

Subject: Statement of Investment Policy

OVERVIEW

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the Public Facilities Authority dated July 9, 2020, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the PFA's investment goals and priorities. This policy will be reviewed regularly or at least annually to assure that it continues to meet the PFA's portfolio goals/priorities, with the intent to protect the assets of the Public Facilities Authority. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

RECOMMENDATION

It is my recommendation that the Authority approve the Investment Policy.

City of Industry

STATEMENT OF INVESTMENT POLICY

ELISE CALVO, CITY TREASURER

CITY OF INDUSTRY
STATEMENT OF INVESTMENT POLICY

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STATEMENT OF INVESTMENT POLICY

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CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

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STATEMENT OF INVESTMENT POLICY

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The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations contained Rule G-37 of the Municipal Securities Rulemaking Board.

8.0 Ethics and conflicts of interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

*SUCCESSOR AGENCY AND
INDUSTRY PUBLIC FACILITIES AUTHORITY
JOINT SPECIAL MEETING
JULY 9, 2020*

ITEM NO. 6.1

Back-up will be provided at Meeting

*SUCCESSOR AGENCY AND
INDUSTRY PUBLIC FACILITIES AUTHORITY
JOINT SPECIAL MEETING
JULY 9, 2020*

ITEM NO. 6.2

Back-up will be provided at Meeting

*SUCCESSOR AGENCY AND
INDUSTRY PUBLIC FACILITIES AUTHORITY
JOINT SPECIAL MEETING
JULY 9, 2020*

ITEM NO. 6.2

Back-up Material



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

MEMORANDUM

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

FROM: Troy Helling, Executive Director

STAFF: Joshua Nelson, Agency Engineer

DATE: July 9, 2020

SUBJECT: Consideration of a Temporary Construction License Agreement with the County of Los Angeles to construct new public road supporting slopes for the Grand Avenue and Golden Springs Drive Intersection Improvement Project (MP 99-31 #22)

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. Previously this board approved a Temporary Construction License (TCL) for the work that is required on the golf course for the relocation of Hole #3 and installation of a new irrigation system. A different TCL was required for the construction of the slopes as well as the retaining wall in the golf course parking lot. 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, however those easements and will be acquired under a separate purchase and sale agreement.

On April 23, 2020, the Board approved the Access Permit and License Agreement ("License") with the County of Los Angeles ("County"). They are the owner of the golf course and this was needed in order to acquire the access, easements and entry rights. 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.

Discussion:

The Temporary Construction License Agreement (“Agreement”) to construct new public road supporting slopes has been prepared. This Agreement grants the Agency access to approximately 2.35 acres for temporary construction access under the license for approximately 18 months for the staging and construction activities connected with the Project at the golf course for the slope and parking lot. The cost of the Agreement is at the appraised value totaling \$681 per month. This Agreement is valid for the 18 months, unless otherwise extended by the County.

Fiscal Impact:

The fiscal impact associated with this Agreement is \$681 per month for 18 months, totaling \$12,258. This cost is budgeted for in the Recognized Obligation Payment Schedule 20-21 under Line Item No. 128 for right of way.

Recommendation:

It is recommended that the Successor Agency Board approve the Temporary Construction License Agreement with the County of Los Angeles.

Exhibit:

A. Temporary Construction License Agreement

TH/JN:as

EXHIBIT A

Temporary Construction License Agreement

[Attached]

**TEMPORARY CONSTRUCTION LICENSE AGREEMENT
TO CONSTRUCT NEW PUBLIC ROAD SUPPORTING SLOPES**

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT to construct the new public road supporting slopes (“License”) is made and entered into this ____ day of _____, 2020, by and between the COUNTY OF LOS ANGELES, a body corporate and politic, (“**Licensor** or **County**”) and the SUCCESSOR AGENCY TO THE INDUSTRY URBAN DEVELOPMENT AGENCY, a public body, (“**Licensee**” or “Successor Agency”) or herein after referred to each as a Party or collectively Parties.

RECITALS:

A. WHEREAS, County is the owner of certain real property which is located at 22751 Golden Springs Drive, Diamond Bar, CA 91765 and identified as County Assessor’s Parcel Numbers 8717-002-905; 8717-002-906; 8717-001-907 and 8717-001-908 more commonly known as the Diamond Bar Golf Course (“Property” or “Golf Course”).

B. WHEREAS, the American Golf Corporation (“Operator”) operates the Golf Course. Existing Lease/Operating Agreement between Operator and County of Los Angeles Department of Parks and Recreation (“Parks”) has been expired and currently the Operator is on a month to month basis.

C. WHEREAS, the City of Industry (“City”), in concert with the Successor Agency are providing associated street improvements to Grand Avenue and Golden Springs Drive, which is a part of widening of the 57 and 60 Freeway Confluence.

D. WHEREAS, the Successor Agency desires to widen Grand Avenue and Golden Springs Drive on portions of the Golf Course (“Project”). The Project will include adding one northbound lane and two southbound lanes on Grand Avenue, adding one right-turn lane at Golden Springs Drive, building a retaining wall, increasing traffic lane widths along Grand Avenue, sidewalk widening, adding new decorative traffic signals, and adding new street lights on the side of Golden Springs Drive.

E. WHEREAS, on March 30, 2020, the Los Angeles County Board of Supervisors (“Board”) authorized the Acting Director of the Los Angeles County Department of Parks and Recreation (“Parks”), or her designee, to take all further actions necessary and appropriate to complete the transaction, including to negotiate and execute various agreements regarding the Project over the Golf Course consistent with the terms set forth in the Board's Motion.

F. WHEREAS, the Successor Agency has requested approximately 2.35 acres in temporary construction license (“TCL”) area for approximately eighteen

(18) months for certain staging and construction activities connected to the Project at the Golf Course and City has agreed to pay the County's appraised value.

In consideration of the mutual promises, covenants, and conditions set forth herein, and incorporating the recitals set forth above, the parties hereto and each of them do agree as follows:

AGREEMENT:

1. TEMPORARY CONSTRUCTION LICENSED AREA AND USE.

1.01 License. County hereby provides a non-exclusive License to Licensee, upon the terms and conditions hereinafter set forth over an approximately 102,171 square feet Temporary Construction License Area ("TCL Area"), legally described on Exhibit A and depicted on Exhibit Map B, attached hereto and incorporated herein by this reference, for the purpose set forth in 1.02 below. The TCL is to enable Licensee access to the TCL new slope area for staging and construction activities connected with the Project.

1.02 Use. The TCL Area shall be used by the Licensee for the purpose to access the Slope area to complete the Project, including construction staging, lay-down, and material and equipment storage for the Project, including, without limitation storing spoils, and for no other purpose. Use of the TCL Area, and exercise of the license rights granted herein, shall be limited solely to those activities which are related to and necessary for Licensee's Project. Specifically, during the Term of this License (as defined below), Licensee shall have the following rights relative to the TCL Area:

- (i) The right to enter upon and pass and repass over and along the TCL Area for the construction, reconstruction, enlargement, repair and maintenance of such improvements as are required for, or otherwise necessitated by, Licensee's development and installation of the Project,
- (ii) The right to transport personnel, trucks, cars, equipment, and materials over, through and across all portions of the TCL Area for purposes of facilitating the development and installation of the Project,
- (iii) The right to store, maintain and operate on the TCL Area such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with Licensee's development and installation of the Project,
- (iv) The right to install, operate, maintain, and replace on, over, under and within the TCL Area such temporary lines, improvements and facilities as are necessary or convenient in connection with Licensee's development and installation of the Project. Under no circumstances shall Licensee be permitted to use the TCL Area for residential, school, daycare, or hospital purposes.
- (v) Licensee shall have the right to trim and/or remove trees, brush, roots, or

vegetative material from within, under and over the TCL Area, subject to the prior written approval from the County.

1.03 Alterations.

a. Licensee shall only make alterations or improvements to the TCL Area as expressly authorized by the County in writing. No other alterations or improvements to the TCL Area are permitted unless written approval is first obtained from the County. All improvements and alterations are to be made at Licensee's expense and at no cost to the County, including, without limitation any fence installed and maintained subject to the prior written approval from the County.

b. In the event that Licensee makes any alterations or improvements in violation of this Section 1.03, County may immediately and without prior notice to Licensee exercise any or all of the following options:

- (i) Require Licensee to immediately remove all alterations and improvements and restore the TCL Area to its pre-existing condition;
- (ii) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (iii) Notify Licensee of County's intent to retain, upon termination of the License, any and all improvements installed by Licensee in violation of Section 1.03; and/or
- (iv) Terminate the License and require Licensee to vacate the TCL Area immediately.

1.04 AS-IS WHERE IS. Licensee has personally inspected the TCL Area and the surrounding area for evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the TCL Area in its **AS-IS WHERE-IS** with all faults to physical condition, including, without limitation, its soils, geologic stability on and under the TCL Area and without regard to habitability, merchantability, suitability or fitness for human or animal uses. Licensee shall not make any demands upon County for any improvements or alterations thereof.

1.05 County Title. Licensee hereby acknowledges the title of County in and to the TCL Area, and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.01 Term. This License shall commence upon execution of this License by the County (the "Commencement Date") and shall terminate eighteen (18) months thereafter, unless extended in writing by the County, through its Director of Parks and Recreation, and Licensee.

2.02 Hours of Operation. Licensee shall be authorized to use the TCL Area only Monday through Friday from 7:00 am to 5:00 pm (the "Standard Working Hours") for the term of this License; provided, however, the Licensee may work additional hours beyond the Standard Hours subject to prior written approval by the County, which shall be granted in their sole discretion.

2.03 Early Termination. The License may be terminated by either party by providing at least thirty (30) days written notice to the other party before the intended date of termination. Should the TCL License be terminated, all obligations, duties, payments and rights shall cease as of the date of termination and any advance payments tendered by Licensee shall be returned; proration will be based on Licensee's time of occupancy during the relevant payment period. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. CONSIDERATION

City shall pay County a License fee for the use of TCL Area granted herein based on the \$1.00/SF land value and methodology set forth in the May 5, 2020 appraisal prepared by Integra Realty Resources. City shall pay the appraised value with monthly payments commencing upon execution of the TCL as follows:

- a. For Licensee's use of collectively 2.35-acre area identified on Exhibit E \$681 per month (Six Hundred Eighty-One Dollar).
- b. If City declines monthly payment to County, Successor Agency will be responsible for monthly payment.

The applicable License fee shall be payable monthly in advance by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County as follows:

County of Los Angeles Department of Parks and Recreation
Planning and Development Agency Attention: Account Receivable

1000 South Fremont Avenue,
Building A-9 West, 2nd Floor- Unit # 40
Alhambra, CA 91803

4. FENCING

Licensee shall be responsible for securing those portions of the TCL Area which are or may be an attractive nuisance and for securing its personal property left on the TCL Area. Any property that is not secured is left at Licensee's sole risk and the County and American Golf shall not be responsible for loss, damage, or theft. Any fence shall be installed pursuant to a fencing plan approved by the County that will screen the work from golf play; which shall be provided to the County for review and comment/approval at least 2 weeks in advance of the date Licensee desires to install the fence.

5. OPERATING RESPONSIBILITIES

5.01 Compliance with Law. Notwithstanding anything in the License, Licensee's operations in and use of the TCL Area to conduct its work and activities shall conform to and abide by all applicable County ordinances and all applicable local, State and Federal laws, rules and regulations; and where permits and/or licenses are required for Licensee's specific use of the TCL Area, the same must be first obtained from the regulatory agency having jurisdiction herein.

5.02 Community Relations. Licensee understands the Project could create a significant impact to the community. Licensee will be responsible for all community relation issues, including notifying the community through a pre-construction meeting and/or mail. Licensee's point of contact with the community to facilitate quick resolution of any potential issues or in case of emergency are as follows:

Website:<http://www.cityofindustry.org/city-hall/departments/development-services/public-works-engineering>

Facebook - <https://www.facebook.com/industry>

Name: Joshua Nelson, Agency Engineer, Successor Agency.

Address: 15625 E Stafford street, Suite 100, City of Industry, CA 91744

Email : jnelson@cityofindustry.org

Phone : (626) 956-8038 (work)

Alt. Phone: (626) 945-0845 (cell)

5.03 Mitigation Measures. Licensee shall be responsible for mitigating any traffic, noise, and light pollution associated with the Project.

5.04 Golf Course Access Rights. The American Golf Corporation is currently operating the Golf Course with month to month lease agreement.

6.05 Stormwater Permit. Licensee will be required to obtain a Stormwater Construction Permit and provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) to County.

5.06 Signs. Licensee shall not post signs or advertising matter upon the TCL Area unless prior approval therefor is obtained from the County.

5.07 Security. County will allow Licensee to leave the Golf Course gates open during the Golf Course's working hours provided Licensee manages the entrance to County's satisfaction, including putting up appropriate signage and ensuring the public is protected from entering the TCL area. Any theft, vandalism or damage to County's property due to Licensee's activities or negligence shall be the responsibility of Licensee. Licensee is allowed to have private security on site 24 hours a day only for the purpose of securing the TCL Area only and not to perform any work as part of the Project.

5.08 Maintenance. Licensee shall be responsible for maintaining the TCL Area in a safe, clean and sanitary condition. The TCL Area shall be maintained to the satisfaction of the County. In the event Licensee fails to maintain the TCL Area to County's satisfaction, County reserves the right to cure and bill Licensee for all costs. Licensee shall maintain the TCL Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

5.09 Utilities. Licensee has no rights to and shall not use any County owned-utilities.

5.10 Examination of TCL Area. Licensee shall permit authorized representatives of the County to enter the TCL Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required under Los Angeles County Code.

5.11 No Hazardous Substances. Licensee shall not cause or allow the presence, use, release, storage or disposal of any hazardous substances on or about the TCL Area. Licensee shall immediately notify County if Licensee becomes aware that hazardous substances are released on the Property. Licensee shall indemnify, defend and hold harmless the County Indemnitees, as defined in Section 6, from and against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature that arise out of or are related to the release of hazardous substances on the TCL Area caused by Licensee or its employees, agents, contractors or invitees. This indemnity shall survive the termination of this License.

5.12 Authority to Stop. If the County finds that Licensee's activities being conducted on the TCL Area unreasonably interfere with the business of the County or any of its tenants, licensee or invitees, or endanger the health or safety of persons on or near the TCL Area, the County may temporarily suspend Licensee's activities until said interfering or endangering activities cease or until such action is taken to eliminate or prevent the interference or endangerment.

5.13 Roadway. Licensee shall not place any improvement that encroaches upon adjacent roadways, and shall preserve the ability of the County and their respective tenants, licensees, permittees and invitees to access and use those roadways, and shall preserve County's ability to operate and maintain the Environmental Control Systems.

5.14 No Unreasonable Interference. As provided in Section 3 above, Licensee shall compensate County for use of the TCL Area. Accordingly, except for rights already provided to third parties under other property agreements, including without limitation that certain Operating Agreement between the County and American Golf, Licensee agrees that they shall not exercise any rights granted herein or permit any rights that will unreasonably burden or interfere with Licensee's use of the TCL Area.

6. INDEMNIFICATION:

6.1 The Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees"), and Golf Operator 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, 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.

6.2 County shall indemnify, defend and hold harmless the Licensee, and their respective elected and appointed officers, employees, agents and volunteers ("Licensee Indemnitees"), 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 relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Licensee Indemnitees. This indemnity shall survive termination of this License

7. GENERAL INSURANCE PROVISIONS – LICENSE REQUIREMENTS.

7.01 General Insurance Provisions and License Requirements. Without limiting the Licensee's indemnification of County/ Indemnitees 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 County 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 the County. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to the start day of this TCL Agreement.
- b. Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.
- c. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the License identified in this License. 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 twenty-five thousand (\$25,000.00) dollars, and list any County required endorsement forms.
- d. Neither the County's failure to obtain, nor the County'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 delivered to:

County of Los Angeles Department of Parks and Recreation
Planning and Development Agency
Attention: Sean Woods, Chief of Planning
1000 South Fremont Avenue,
Building A-9 West, 3rd Floor- Unit #40
Alhambra, California 91803

- e. Licensee also shall promptly report to County 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 County 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 County.
- f. County shall cooperate with Licensee in the investigation of any claim or loss.

g. County shall notify Licensee of any claim received where County shall have a right to indemnification by Licensee.

7.02 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), the Foundation, and District 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 County. 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 County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.03 Cancellation of or Change of Insurance. Licensee shall provide County and District with, or Licensee's insurance policies shall contain a provision that County and District 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 and District 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 the Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

7.04 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 License, upon which County immediately may suspend or terminate this License. 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 Licensee and pursue Licensee for reimbursement. Use of the TCL Area shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

7.05 Compensation for County Costs. In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County and District, Licensee shall pay full compensation for all reasonable costs incurred by County.

7.06 Insurer Financial Ratings. Coverage shall be placed with insurers with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

7.07 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 County. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

7.08 Waiver of Subrogation. To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against County under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

7.09 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.

7.10 Claims Made Coverage. If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start 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.

7.11 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.

7.12 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.

7.13 County Review and Approval of Insurance Requirements. The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8. INSURANCE COVERAGE TYPES AND LIMITS

- a. Licensee's Contractor(s) and Subcontractor(s) Insurance Requirements – Types and Limits. Licensee shall require its general contractor and subcontractor(s) ("Contractor") to maintain the following insurance:

General Liability Insurance: written on ISO policy form CG 00 01 or its equivalent with limits of not less than those specified or evidence of such excess insurance to meet these requirements:

General Aggregate:	\$6 million
Products/Completed Operations Aggregate:	\$6 million
Personal and Advertising injury	\$3 million
Each Occurrence:	\$3 million

The products/completed operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date construction is completed and accepted by Licensee.

- b. Automobile Liability insurance. Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$2 million for bodily injury property damage, in combined or its equivalent split limits, for each single accident. Such insurance shall cover liability arising out of Contractor's use of vehicles pursuant to this Project, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- c. Professional Liability/Errors and Omission insurance. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees arising from or related to the design and construction with limits of not less than \$2 million per occurrence and \$4 million in the aggregate. The coverage shall also provide an extended five years from the date the construction is completed and accepted by the Licensee and County.
- d. Workers Compensation and Employers' Liability Insurance or Qualified Self-Insurance Satisfying Statutory Requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the indemnified Parties for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the Contractor is subject.
- e. Asbestos or Pollution Abatement Liability Insurance. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or requests. Motor vehicle asbestos liability will be required under the Automobile Liability Insurance indicated above under section "C" if asbestos will be removed from the work site. Contractor shall maintain limits not less than \$2M per occurrence and \$4M aggregate.

- f. Contractor's Pollution Liability. Such insurance shall cover liability arising from the 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. Contractor shall maintain limits not less than \$2M per occurrence and \$4M aggregate. Coverage shall apply for the entire construction period and include coverage for completed operations for a period of at least then (10) years after final completion.

9. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the TCL Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the TCL Area or any portion thereof, by, through, or pursuant to this License to any party.

10. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

11. DEFAULT

This License may be terminated/canceled by County 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 13 of this License, which notice shall specify the default committed by Licensee. Licensee shall have five (5) business days to cure the identified default (or, such additional time as may be reasonable under the circumstances if (i) such default is not capable of cure within ten (10) days and (ii) Licensee commences the cure within ten (10) days following receipt of County's notice and thereafter proceeds to diligently prosecute the cure to completion). In the event that Licensee fails to timely cure the default, County may immediately terminate/cancel this License upon delivery of written notice of termination to Licensee. Failure by County to terminate/cancel this license for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

12. WAIVER

12.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or stopping either party from enforcing the full provisions hereof.

12.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

13. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall restore, peaceably vacate and surrender the TCL Area to the condition it was received, reasonable wear and tear excepted. This shall include the removal of all rubbish and debris, as well as structures placed on the TCL Area by Licensee in order that the TCL Area will be neat and clean and ready for normal use by County on the day following the termination of this License. Should Licensee fail to accomplish this, the County may perform the work and Licensee shall pay the cost.

14. ENFORCEMENT

The Director of County's Parks and Recreation Department shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

15. 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 County may terminate or suspend this License.

16. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Successor Agency to the Industry Urban-Development Agency
Attention: Joshua Nelson, Agency Engineer,
15626 E. Stafford Street, Suite 100
City of Industry, CA 91744

or such other place as may hereinafter be designated in writing to the County by Licensee.
Notice served by mail upon County shall be addressed to:

County of Los Angeles
Department of Parks and Recreation
Planning and Development Agency
Attention: Sean Woods, Chief of Planning
1000 South Fremont Avenue,
Building A-9 West, 3rd Floor-Unit # 40
Alhambra, CA 91803

or such other place as may hereinafter be designated in writing to Licensee by the
Director. Service by mail shall be deemed complete upon deposit in the above mentioned
manner.

17. REPAIR OF DAMAGE

17.01 Repair. Licensee shall be responsible for any damage it causes to the Prop-
erty, including, without limitation, any roads, pipes and other infrastructure. Licensee
shall, at Licensee's sole expense, be responsible for the cost of repairing to the County's
satisfaction any area of the Property, including the TCL Area, which is damaged by Li-
censee or Licensee's agents, employees, contractors or invitees. Should Licensee fail
to make such repairs, County may, but shall not be required to, have repairs made and
Licensee shall pay all such costs.

17.02 Vegetation. Any trees, shrubs or vegetative material disturbed or damaged
by Licensee in the TCL Area shall be restored.

17.03 Contractors. All repairs and replacements shall: (a) be made and performed
by licensed contractors or mechanics approved by County, which approval shall not be
unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the
original work or installation; and (c) be in accordance with all applicable codes and laws.

18. DAMAGE OR DESTRUCTION

Should the TCL Area be damaged by fire, incidents of war, earthquake, or other
violent action of the elements, County shall have the option to terminate this License.

19. SOLICITATION OF CONSIDERATION

19.01 No Solicitation. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Licensee with the implication, suggestion, or statement that the Licensee's provision of consideration may secure more favorable treatment for the Licensee in the award of the License or that the Licensee's failure to provide such consideration may negatively affect the County's consideration of the Licensee's submission. A Licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the issuance of a License.

19.02 Reporting. Licensee shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 5446861. Failure to report such solicitation may result in the License being terminated.

20. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, License, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

21. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

22. SIGNATURE AUTHENTICITY AND PDF SIGNATURE AS ORIGINAL CLAUSE

The individual(s) executing this License 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. 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.

23. TAXATION OF TCL AREA

23.01 Tax. The interest (as defined in California Revenue and Taxation Code Section 107) in the TCL Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

23.02 Payment. Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, Licensor, or any other tax or assessment-levying body upon the TCL Area and any improvements located thereon.

23.03 Failure to Pay. If Licensee fails to pay any lawful taxes or assessments upon the TCL Area which Licensee is obligated to pay, Licensee will be in default of the License.

23.04 Reservation of Rights. County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a License and not a lease and no real estate interest is being conveyed herein.

24. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

25. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

26. HOLDOVER

If Licensee remains in possession of the TCL Area or any part thereof after the expiration of the applicable term set forth herein, such occupancy shall be on a holdover basis which is terminable upon 30 days prior written notice from either party and subject to all of the terms, covenants and conditions of this License, including the payment of the License fee.

27. COUNTERPARTS

This License may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same License. Photocopies and portable document format (PDF) copies of executed originals of this License may be used as originals.

28. AMENDMENTS

The terms of this License may be amended by the Director upon mutual agreement of County and Licensee with either party giving the other prior written notice explaining why the amendment is being requested.

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[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this TCL Agreement has been executed as of the day and year first above set forth.

LICENSEE:

Successor Agency to the Industry Urban-Development Agency, a public body

CORY MOSS
Chair

By: _____

APPROVED AS TO FORM:

Date: _____

By: _____

James M. Casso
Attorney
Successor Agency to the
Industry Urban-Development Agency

LICENSOR:

COUNTY OF LOS ANGELES, a
body politic and corporation

DEPARTMENT OF PARKS &
RECREATION

By: _____
Norma E. Garcia
Acting Director

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____

Rory LoAllen
Deputy County Counsel

ATTACHMENTS:

Temporary Construction License Area:

1. **Exhibit A: Legal Description**
2. **Exhibit A-1: Exhibit Map**
3. **Exhibit E: Appraisal Report**

EXHIBIT A

**Temporary Construction License Area
Legal Description**



EXHIBIT "A"
LEGAL DESCRIPTION OF
TEMPORARY CONSTRUCTION LICENSE
APNs: 8717-001-907 & 908, 8717-002-905

THOSE PORTIONS OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN THE DEED RECORDED SEPTEMBER 30, 1970, AS INSTRUMENT NO. 3839, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL E

BEGINNING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE), AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 55°51'40" EAST (RECORD NORTH 55°40'25" EAST), 385.89 FEET, AS DESCRIBED IN THE DEED RECORDED OCTOBER 14, 1963, AS INSTRUMENT NO. 5461 OF SAID OFFICIAL RECORDS;

THENCE LEAVING SAID CENTERLINE, NORTH 34°08'20" WEST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GOLDEN SPRINGS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND THE EASTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID LAST MENTIONED DEED AND DEED RECORDED NOVEMBER 5, 1963, AS INSTRUMENT NO. 4796 OF OFFICIAL RECORDS, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 55°51'40" WEST, 306.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 27.00 FEET
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°56'34" AN ARC LENGTH OF 43.80 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,949.93 (RECORD 2,950.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 58°48'14" EAST
3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'03" AN ARC LENGTH OF 605.86 FEET TO THE **TRUE POINT OF BEGINNING**



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THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, SOUTH 28°47'41" EAST, 148.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,134.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 69°40'30" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°44'22" AN ARC LENGTH OF 102.03 FEET;

THENCE SOUTH 59°05'40" EAST, 5.11 FEET;

THENCE SOUTH 23°44'46" EAST, 42.45 FEET;

THENCE SOUTH 11°36'07" WEST, 4.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,133.75 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 65°34'52" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°31'49" AN ARC LENGTH OF 19.74 FEET;

THENCE NORTH 64°55'01" EAST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,128.75 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 65°03'05" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'59" AN ARC LENGTH OF 103.40 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,928.71 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 62°16'06" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°11'06" AN ARC LENGTH OF 162.81 FEET;

THENCE SOUTH 77°32'15" EAST, 31.48 FEET;

THENCE NORTH 55°51'38" EAST, 183.14 FEET;

THENCE NORTH 64°32'45" EAST, 140.96 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 55°55'54" EAST, 31.71 FEET;



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THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE,
THE FOLLOWING TWELVE (12) COURSES:

1. SOUTH 64°32'45" WEST, 172.68 FEET
2. SOUTH 55°51'38" WEST, 174.12 FEET
3. NORTH 77°32'15" WEST, 29.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,918.29 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 59°09'44" EAST
4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'58" AN ARC LENGTH OF 147.69 FEET
5. NORTH 55°49'19" EAST, 247.94 FEET
6. NORTH 34°10'41" WEST, 80.05 FEET
7. NORTH 73°31'44" WEST, 145.82 FEET
8. NORTH 48°29'39" WEST, 69.05 FEET
9. NORTH 88°29'39" WEST, 49.16 FEET
10. NORTH 44°37'43" WEST, 56.34 FEET
11. NORTH 36°01'56" WEST, 103.54 FEET
12. SOUTH 67°23'00" WEST, 31.47 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,949.93 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 71°01'15" EAST

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID CURVE,
THROUGH A CENTRAL ANGLE OF 00°26'58" AN ARC LENGTH OF 23.14 FEET TO THE
TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION WITHIN THE PREVIOUSLY DESCRIBED
PARCEL C.



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THE ABOVE DESCRIBED PARCEL CONTAINS 64,199 SQUARE FEET OR 1.474 ACRES, MORE OR LESS.

EXCEPTION PARCEL E

BEGINNING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE), AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 55°51'40" EAST (RECORD NORTH 55°40'25" EAST), 385.89 FEET, AS DESCRIBED IN THE DEED RECORDED OCTOBER 14, 1963, AS INSTRUMENT NO. 5461 OF SAID OFFICIAL RECORDS;

THENCE LEAVING SAID CENTERLINE, NORTH 34°08'20" WEST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GOLDEN SPRINGS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND THE EASTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE AS DESCRIBED IN SAID LAST MENTIONED DEED, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 55°51'40" WEST, 306.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 27.00 FEET
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°56'34" AN ARC LENGTH OF 43.80 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,949.93 (RECORD 2,950.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 58°48'14" EAST
3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'03" AN ARC LENGTH OF 605.86 FEET TO THE **TRUE POINT OF BEGINNING**

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, SOUTH 28°47'41" EAST, 148.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,134.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 69°40'30" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°44'22" AN ARC LENGTH OF 102.03 FEET;

THENCE SOUTH 59°05'40" EAST, 5.11 FEET;



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THENCE SOUTH 23°44'46" EAST, 5.22 FEET;

THENCE NORTH 27°24'23" EAST, 69.80 FEET;

THENCE NORTH 51°18'35" WEST, 26.00 FEET;

THENCE NORTH 21°19'14" WEST, 12.00 FEET;

THENCE NORTH 08°40'08" EAST, 24.00 FEET;

THENCE NORTH 36°34'01" WEST, 79.88 FEET;

THENCE NORTH 37°09'28" WEST, 87.00 FEET;

THENCE SOUTH 67°23'00" WEST, 29.93 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,949.93 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 70°37'54" EAST;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°03'37" AN ARC LENGTH OF 3.11 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 10,886 SQUARE FEET OR 0.250 ACRES, MORE OR LESS.

TOTAL AREA OF PARCEL E CONTAINS 53,313 SQUARE FEET OR 1.224 ACRES, MORE OR LESS.

PARCEL F

BEGINNING AT THE ABOVE-MENTIONED INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE);

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 55°53'16" WEST (RECORD SOUTH 55°40'25" WEST), 90.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,149.97 (RECORD 1,150.00) FEET



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2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°03'16" AN ARC LENGTH OF 181.73 FEET

THENCE LEAVING SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 42°27'07" WEST, 43.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, AS DESCRIBED IN THE DEED RECORDED AUGUST 18, 1970, AS INSTRUMENT NO. 2908, OF OFFICIAL RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 629.99 (RECORD 630.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 37°01'01" EAST;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID INSTRUMENT NO. 5461, THE FOLLOWING SIX (6) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'41" AN ARC LENGTH OF 31.65 FEET
2. NORTH 55°51'40" EAST, 0.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,189.97 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 41°35'14" EAST
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°28'30" AN ARC LENGTH OF 155.25 FEET
4. NORTH 55°53'16" EAST, 15.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.00 FEET
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°13'50" AN ARC LENGTH OF 41.11 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,049.93 (RECORD 3,050.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 58°39'26" EAST
6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'15" AN ARC LENGTH OF 457.12 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DOCUMENT ENTITLED "ROAD DEED", 100.00 FEET WIDE EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, TO BE KNOWN AS GRAND AVENUE, RECORDED NOVEMBER 05, 1963, AS INSTRUMENT NO. 4796 IN BOOK D2246 PAGE 48, OFFICIAL RECORDS OF SAID COUNTY



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THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE LAND DESCRIBED IN SAID ROAD DEED, NORTH 22°46'28" WEST, 168.40 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE LAND, THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 73°12'19" WEST, 14.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,279.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 73°12'19" EAST
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°56'13" AN ARC LENGTH OF 435.03 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,078.96 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 62°16'06" EAST
3. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'13" AN ARC LENGTH OF 195.45 FEET
4. SOUTH 11°57'26" WEST, 35.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,193.99 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 34°42'22" EAST
5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°28'15" AN ARC LENGTH OF 176.53 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 629.99 (RECORD 630.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 37°01'01" EAST

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING TWO (2) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'50" AN ARC LENGTH OF 315.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,189.97 (RECORD 1,190.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 58°12'04" EAST



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2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°54'10" AN ARC LENGTH OF 122.59 FEET

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING NINE (9) COURSES:

1. NORTH 63°12'15" WEST, 105.98 FEET
2. NORTH 28°18'50" EAST, 488.59 FEET
3. NORTH 02°30'53" WEST, 273.32 FEET
4. NORTH 19°24'33" WEST, 100.00 FEET
5. NORTH 69°35'12" WEST, 75.48 FEET
6. NORTH 20°24'48" EAST, 50.43 FEET
7. NORTH 87°54'10" EAST, 27.60 FEET
8. NORTH 02°05'50" WEST, 151.99 FEET
9. NORTH 68°24'54" EAST, 83.65 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE LAND

THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH
22°46'28" EAST, 32.39 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION WITHIN THE PREVIOUSLY DESCRIBED PARCEL D.

THE ABOVE DESCRIBED PARCEL CONTAINS 167,205 SQUARE FEET OR 3.838 ACRES, MORE OR LESS.

EXCEPTION PARCEL F

BEGINNING AT THE ABOVE-MENTIONED INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE);

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS ROAD, SOUTH
55°53'16" WEST, (RECORD SOUTH 55°40'25" WEST) 90.14 FEET TO THE BEGINNING OF A



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CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,149.97 (RECORD 1,150.00) FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°03'16" AN ARC LENGTH OF 181.73 FEET;

THENCE LEAVING SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 42°27'07" WEST, 43.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GOLDEN SPRINGS DRIVE, AS DESCRIBED IN THE DEED RECORDED AUGUST 18, 1970, AS INSTRUMENT NO. 2908, OF OFFICIAL RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 629.99 (RECORD 630.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 37°01'01" EAST;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID INSTRUMENT NO. 5461, THE FOLLOWING SIX (6) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'41" AN ARC LENGTH OF 31.65 FEET
2. NORTH 55°51'40" EAST, 0.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,189.97 (RECORD 1,190.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 41°35'14" EAST
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°28'30" AN ARC LENGTH OF 155.25 FEET
4. NORTH 55°53'16" EAST, 15.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.00 FEET
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°13'50" AN ARC LENGTH OF 41.11 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,049.93 (RECORD 3,050.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 58°39'26" EAST
6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'15" AN ARC LENGTH OF 457.12 FEET TO SAID SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DOCUMENT ENTITLED "ROAD DEED"



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THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE LAND, NORTH 22°46'28" WEST, 168.40 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 73°12'19" WEST, 14.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,279.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 73°12'19" EAST
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'50" AN ARC LENGTH OF 9.18 FEET TO THE **TRUE POINT OF BEGINNING**
3. CONTINUE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°42'22" AN ARC LENGTH OF 425.85 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,078.96 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 62°16'06" EAST
4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'13" AN ARC LENGTH OF 195.45 FEET
5. SOUTH 11°57'26" WEST, 35.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,193.99 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 34°42'22" EAST
6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°28'15" AN ARC LENGTH OF 176.53 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 629.99 (RECORD 630.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 37°01'01" EAST

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING TWO (2) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'50" AN ARC LENGTH OF 315.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,189.97 (RECORD 1,190.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 58°12'04" EAST



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TEMPORARY CONSTRUCTION LICENSE
APNs: 8717-001-907 & 908, 8717-002-905

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°56'30" AN ARC LENGTH OF 102.63 FEET

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING FOURTEEN (14) COURSES:

1. NORTH 63°10'05" WEST, 85.67 FEET
2. NORTH 28°24'33" EAST, 225.00 FEET
3. NORTH 35°18'50" EAST, 225.00 FEET
4. NORTH 45°29'11" EAST, 120.00 FEET
5. NORTH 26°55'20" WEST, 265.00 FEET
6. NORTH 19°24'33" WEST, 75.73 FEET
7. NORTH 68°51'44" EAST, 31.68 FEET
8. NORTH 08°41'25" EAST, 30.29 FEET
9. NORTH 21°18'51" WEST, 13.53 FEET
10. NORTH 51°18'35" WEST, 26.27 FEET
11. SOUTH 68°51'16" WEST, 31.61 FEET
12. NORTH 19°24'33" WEST, 11.72 FEET
13. NORTH 02°05'50" WEST, 135.00 FEET
14. NORTH 67°23'00" EAST, 65.00 FEET TO THE **TRUE POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS 118,347 SQUARE FEET OR 2.717 ACRES, MORE OR LESS.

TOTAL AREA OF PARCEL F CONTAINS 48,858 SQUARE FEET OR 1.122 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE



EXHIBIT "A"
LEGAL DESCRIPTION OF
TEMPORARY CONSTRUCTION LICENSE
APNs: 8717-001-907 & 908, 8717-002-905

CALIFORNIA COORDINATE SYSTEM, ZONE V (NAD83), 1991.35 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 0.999976526 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION.

 06/29/2020
JAMES R. RIOS, PLS 8823 DATE

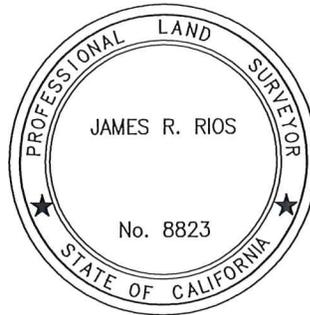


EXHIBIT MAP A-1
Temporary Construction License Area
Map

EXHIBIT "B" – TEMPORARY CONSTRUCTION LICENSE

DEED RECORDED 09/30/1970,
AS INSTRUMENT NO. 3839, O.R.

ROAD DEED, RECORDED
11/05/1963, AS INST. No.
4796, O.R. AND 10/14/1963,
AS INST. No. 5461, O.R.

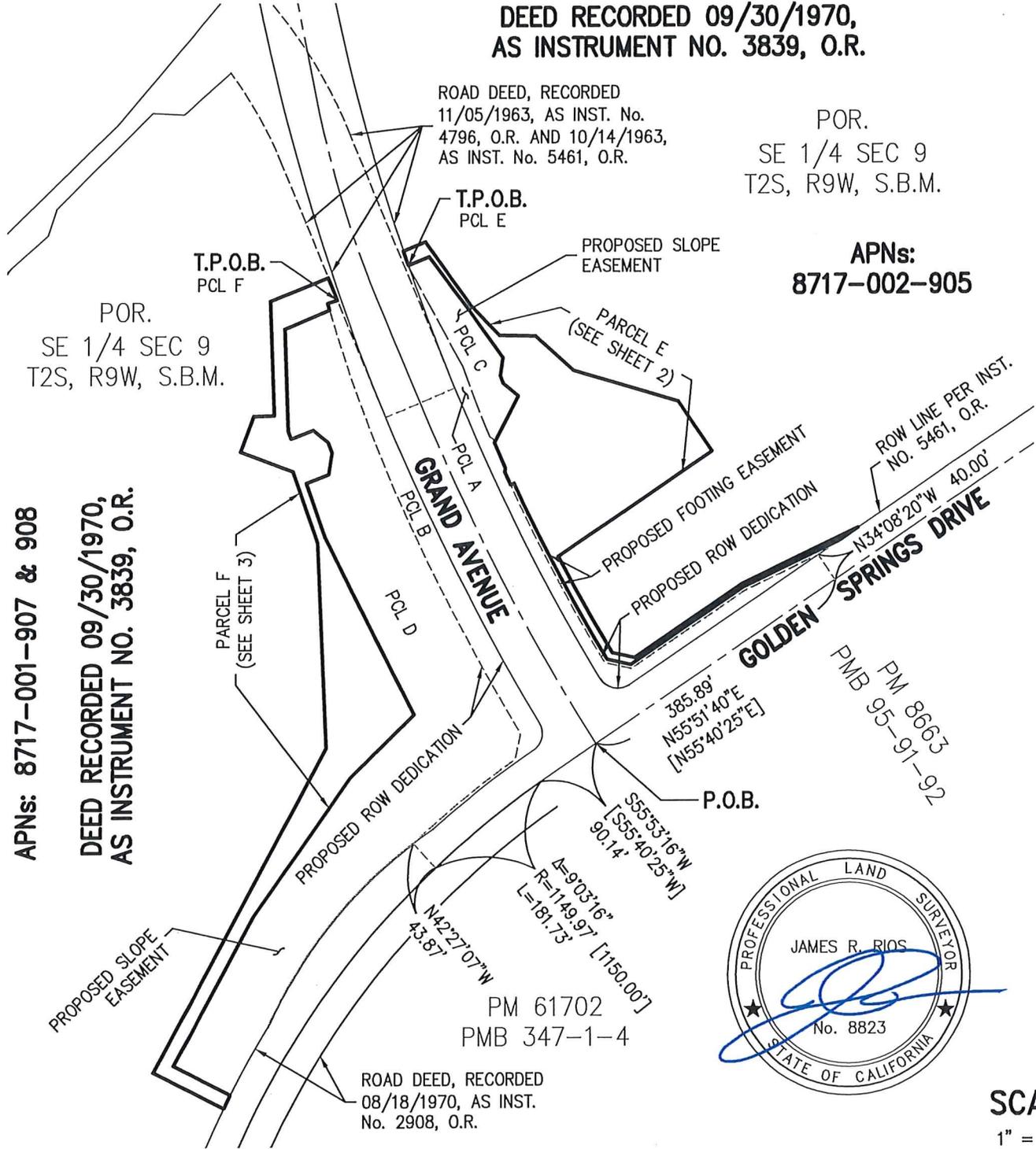
POR.
SE 1/4 SEC 9
T2S, R9W, S.B.M.

APNs:
8717-002-905

POR.
SE 1/4 SEC 9
T2S, R9W, S.B.M.

APNs: 8717-001-907 & 908

DEED RECORDED 09/30/1970,
AS INSTRUMENT NO. 3839, O.R.



SCALE
1" = 200'

SHEET 1 OF 7

LEGEND

	DESCRIPTION AREA
	AFFECTED PROPERTY
	CENTERLINE
	ADJACENT PROPERTY
[...]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3



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j:\EOJobs\15810_WKE_SR_57-60_intchg_imp\Office\CAD\Legals\TCE & Slope Easements\14421_TCE_exA\14421tce_exB.dwg; Jun 27, 2020 - 9:10am

EXHIBIT "B" - TEMPORARY CONSTRUCTION LICENSE

ROAD DEED, RECORDED
11/05/1963, AS INST.
NO. 4796, O.R.

POR. SE 1/4 SEC 9
T2S, R9W, S.B.M.

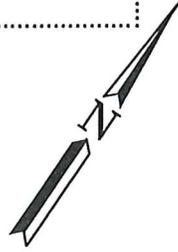
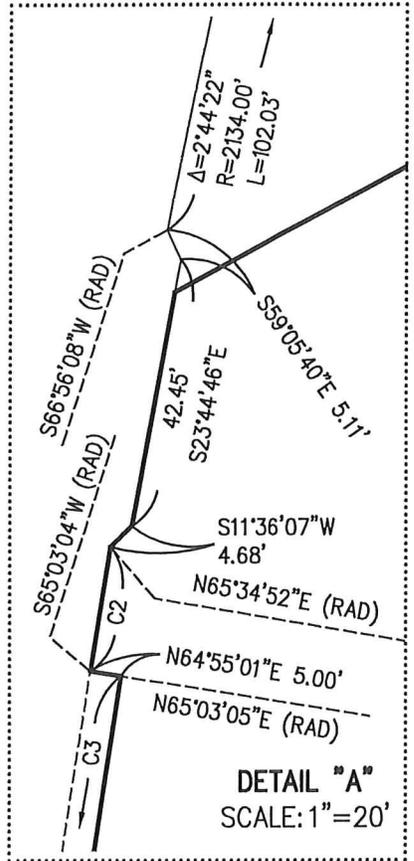
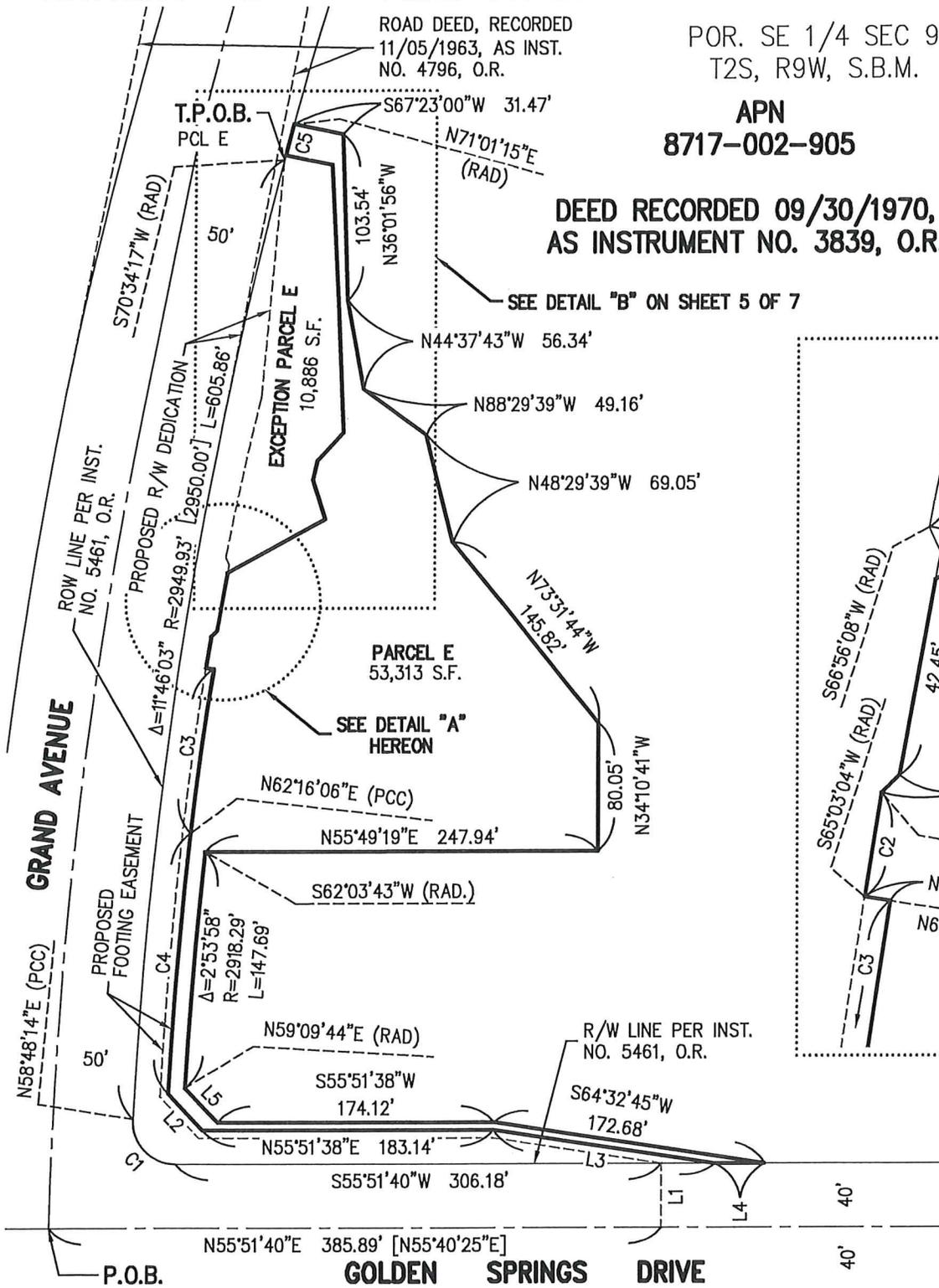
APN
8717-002-905

DEED RECORDED 09/30/1970,
AS INSTRUMENT NO. 3839, O.R.

SEE DETAIL "B" ON SHEET 5 OF 7

SEE DETAIL "A"
HEREON

DETAIL "A"
SCALE: 1" = 20'



SCALE

1" = 100'

SHEET 2 OF 7

LEGEND

- DESCRIPTION AREA
- AFFECTED PROPERTY
- CENTERLINE
- ADJACENT PROPERTY
- [...] INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3



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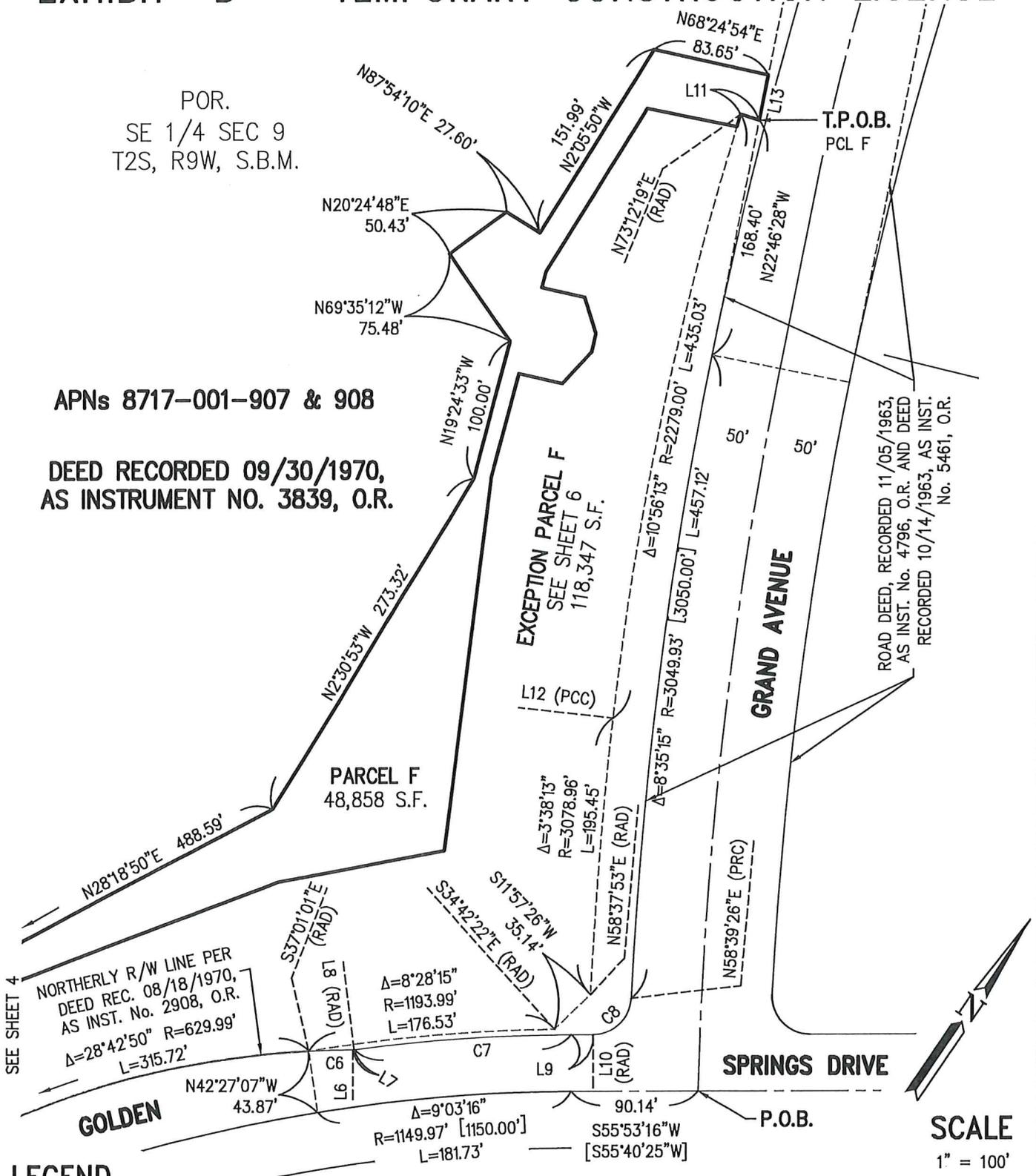
j:\EOJobs\15810 WKE SR 57-60 Intchg Imp\Office\CAD\Legals\TCE & Slope Easements\14421_TCE_exA\14421tce_exB.dwg; Jun 27, 2020 -- 9:10am

EXHIBIT "B" - TEMPORARY CONSTRUCTION LICENSE

POR.
SE 1/4 SEC 9
T2S, R9W, S.B.M.

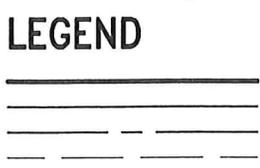
APNs 8717-001-907 & 908

DEED RECORDED 09/30/1970,
AS INSTRUMENT NO. 3839, O.R.



SEE SHEET 4
NORTHERLY R/W LINE PER
DEED REC. 08/18/1970,
AS INST. No. 2908, O.R.
 $\Delta=28^{\circ}42'50''$ $R=629.99'$
 $L=315.72'$

ROAD DEED, RECORDED 11/05/1963,
AS INST. No. 4796, O.R. AND DEED
RECORDED 10/14/1963, AS INST.
No. 5461, O.R.



LEGEND

DESCRIPTION AREA
AFFECTED PROPERTY
CENTERLINE
ADJACENT PROPERTY

[...]

INDICATED RECORD DATA
PER COUNTY SURVEYOR'S
MAP NO. B-5367-3

SCALE
1" = 100'

SHEET 3 OF 7

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EXHIBIT "B" – TEMPORARY CONSTRUCTION LICENSE

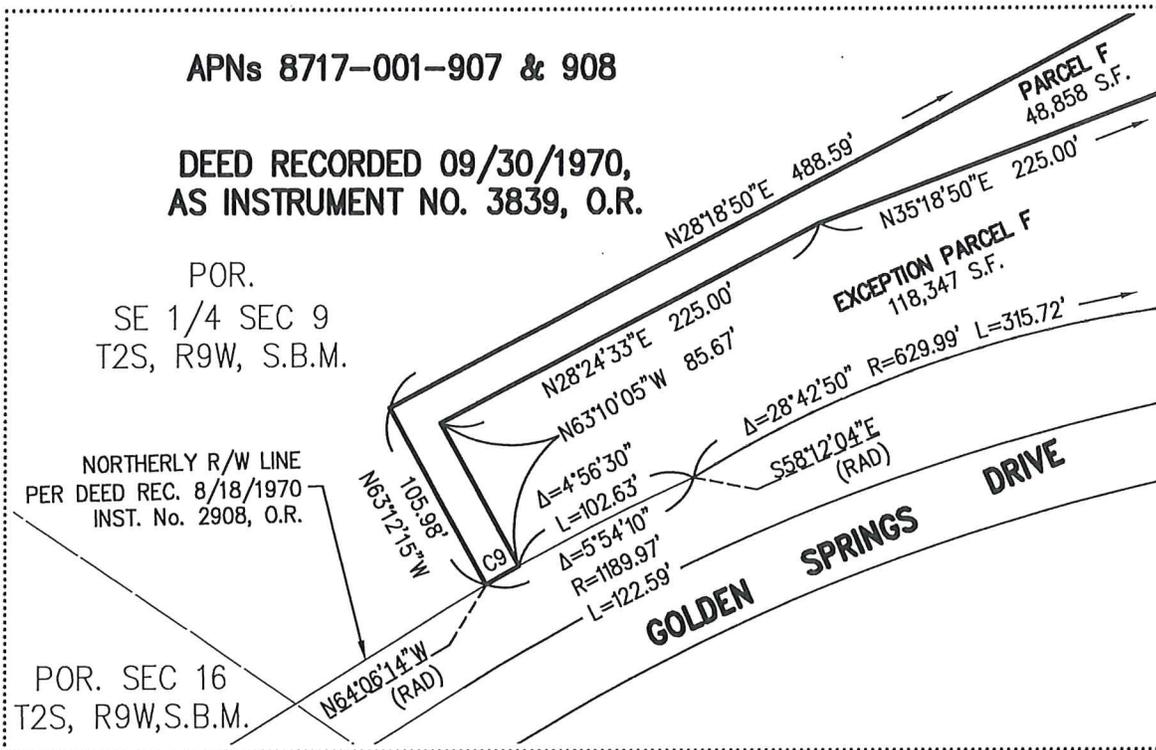
APNs 8717-001-907 & 908

DEED RECORDED 09/30/1970,
AS INSTRUMENT NO. 3839, O.R.

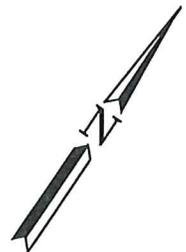
POR.
SE 1/4 SEC 9
T2S, R9W, S.B.M.

NORTHERLY R/W LINE
PER DEED REC. 8/18/1970
INST. No. 2908, O.R.

POR. SEC 16
T2S, R9W, S.B.M.



SEE SHEET 3

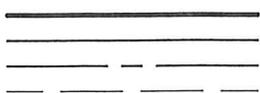


SCALE

1" = 100'

SHEET 4 OF 7

LEGEND



[...]

DESCRIPTION AREA
AFFECTED PROPERTY
CENTERLINE
ADJACENT PROPERTY

INDICATED RECORD DATA
PER COUNTY SURVEYOR'S
MAP NO. B-5367-3



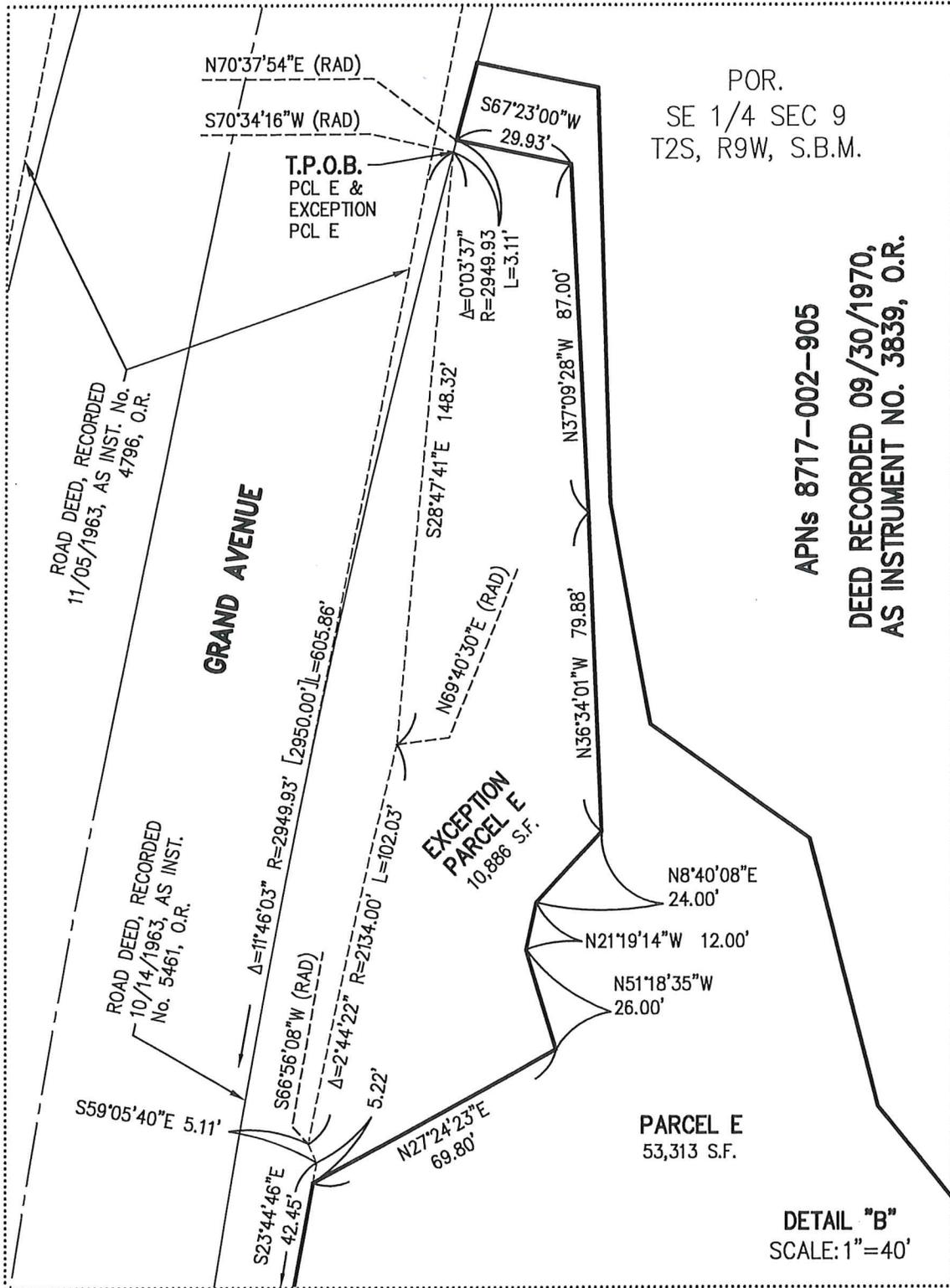
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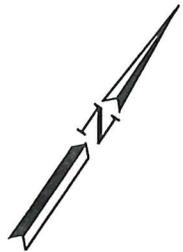
EXHIBIT "B" - TEMPORARY CONSTRUCTION LICENSE

POR.
SE 1/4 SEC 9
T2S, R9W, S.B.M.

APNs 8717-002-905
DEED RECORDED 09/30/1970,
AS INSTRUMENT NO. 3839, O.R.

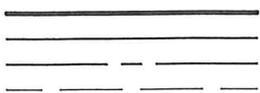


DETAIL "B"
SCALE: 1"=40'



SCALE
SHEET 5 OF 7

LEGEND



[...]

DESCRIPTION AREA
AFFECTED PROPERTY
CENTERLINE
ADJACENT PROPERTY

INDICATED RECORD DATA
PER COUNTY SURVEYOR'S
MAP NO. B-5367-3



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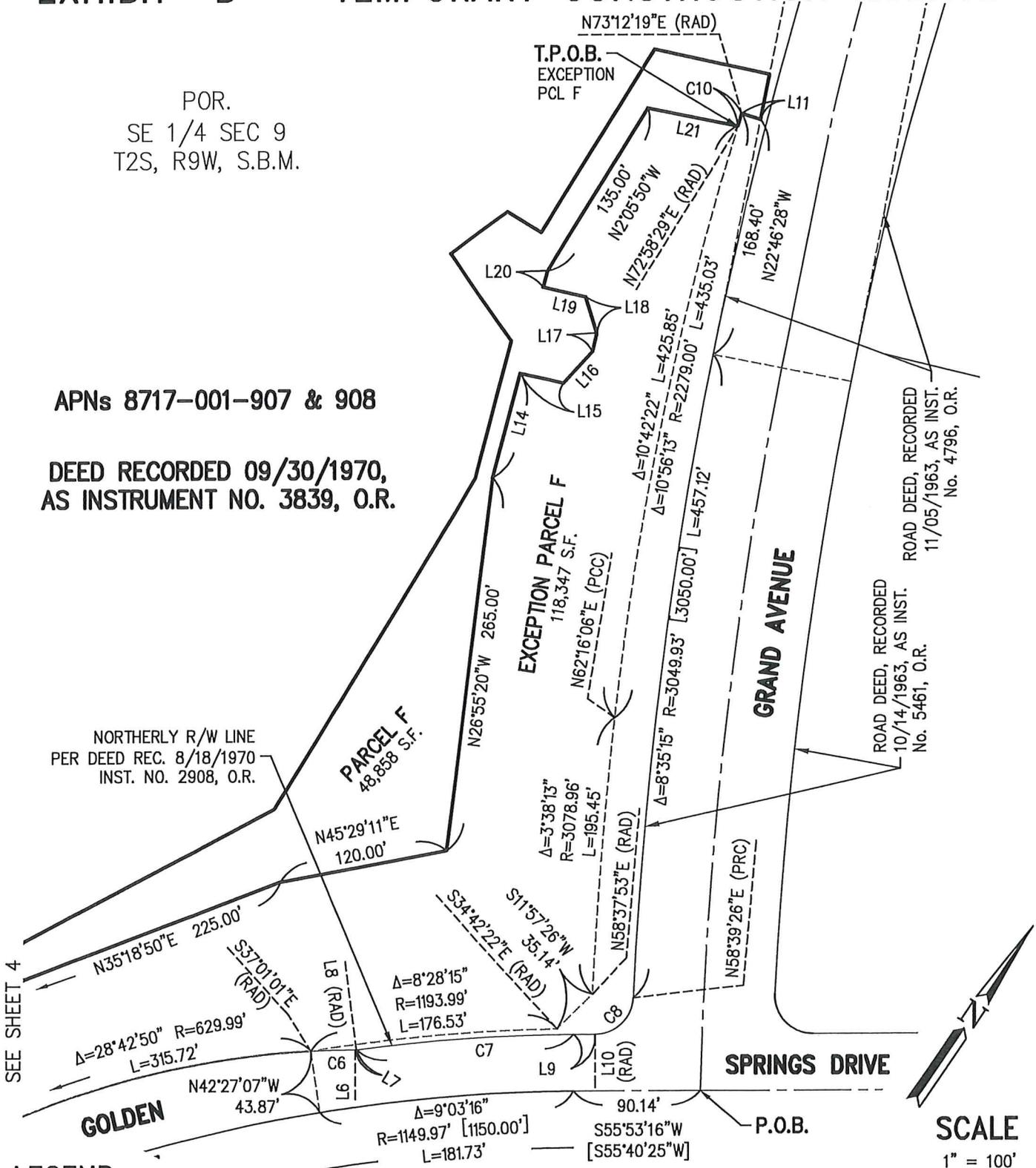
EXHIBIT "B" - TEMPORARY CONSTRUCTION LICENSE

POR.
SE 1/4 SEC 9
T2S, R9W, S.B.M.

APNs 8717-001-907 & 908

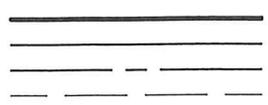
DEED RECORDED 09/30/1970,
AS INSTRUMENT NO. 3839, O.R.

NORTHERLY R/W LINE
PER DEED REC. 8/18/1970
INST. NO. 2908, O.R.



SEE SHEET 4

LEGEND



[...]

DESCRIPTION AREA
AFFECTED PROPERTY
CENTERLINE
ADJACENT PROPERTY

INDICATED RECORD DATA
PER COUNTY SURVEYOR'S
MAP NO. B-5367-3

SCALE
1" = 100'

SHEET 6 OF 7

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j:\EOJobs\15810 WKE SR 57-60 Intchg Imp\Office\CAD\Legals\TOE & Slope Easements\14421_TOE_exA\14421tce_exB.dwg; Jun 27, 2020 - 9:10am

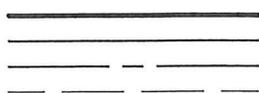
EXHIBIT "B" – TEMPORARY CONSTRUCTION LICENSE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°08'20"W	40.00'
L2	S77°32'15"E	31.48'
L3	N64°32'45"E	140.96'
L4	N55°55'54"E	31.71'
L5	N77°32'15"W	29.66'
L6	N34°08'20"W	(RAD.)
L7	N55°51'40"E	0.90'
L8	S41°35'14"E	(RAD.)
L9	N55°53'16"E	15.62'
L10	S34°06'44"E	(RAD.)
L11	S73°12'19"W	14.04'
L12	N62°16'06"E	(PCC.)
L13	S22°46'28"E	32.39'
L14	N19°24'33"W	75.73'
L15	N68°51'44"E	31.68'
L16	N08°41'25"E	30.29'
L17	N21°18'51"W	13.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L18	N51°18'35"W	26.27'
L19	S68°51'16"W	31.61'
L20	N19°24'33"W	11.72'
L21	N67°23'00"E	65.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	92°56'34"	27.00'	43.80'
C2	0°31'49"	2133.75'	19.74'
C3	2°46'59"	2128.75'	103.40'
C4	3°11'06"	2928.71'	162.81'
C5	0°26'58"	2949.93'	23.14'
C6	2°52'41"	629.99'	31.65'
C7	7°28'30"	1189.97'	155.25'
C8	87°13'50"	27.00'	41.11'
C9	0°57'40"	1189.97'	19.96'
C10	0°13'50"	2279.00'	9.18'

LEGEND



[...]

DESCRIPTION AREA
AFFECTED PROPERTY
CENTERLINE
ADJACENT PROPERTY

INDICATED RECORD DATA
PER COUNTY SURVEYOR'S
MAP NO. B-5367-3



SCALE

N.T.S.

SHEET 7 OF 7



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PARCEL: 15810 TCE (PARCEL E CLOSURE)

P.O.B. NORTHING: 1,824,838.2129 P.O.B. EASTING: 6,615,678.1647

BEARING: N55°51'40"E DISTANCE: 385.89'
NORTHING: 1,825,054.7726 EASTING: 6,615,997.5544

BEARING: N34°08'20"W DISTANCE: 40.00'
NORTHING: 1,825,087.8790 EASTING: 6,615,975.1069

BEARING: S55°51'40"W DISTANCE: 306.18'
NORTHING: 1,824,916.0486 EASTING: 6,615,721.6850

RADIAL IN: N34°08'20"W RADIAL OUT: S58°48'14"W
DELTA: 92°56'34" RADIUS: 27.00' LENGTH: 43.80'
TANGENT: 28.42' CHORD: 39.15'
NORTHING: 1,824,924.4105 EASTING: 6,615,683.4382

RADIAL IN: N58°48'14"E RADIAL OUT: S70°34'17"W
DELTA: 11°46'03" RADIUS: 2,949.93' LENGTH: 605.86'
TANGENT: 304.00' CHORD: 604.79'
NORTHING: 1,825,471.1356 EASTING: 6,615,424.8573

BEARING: S28°47'41"E DISTANCE: 148.32'
NORTHING: 1,825,341.1532 EASTING: 6,615,496.3002

RADIAL IN: N69°40'30"E RADIAL OUT: S66°56'08"W
DELTA: 02°44'22" RADIUS: 2,134.00' LENGTH: 102.03'
TANGENT: 51.03' CHORD: 102.02'
NORTHING: 1,825,246.3582 EASTING: 6,615,534.0137

BEARING: S59°05'40"E DISTANCE: 5.11'
NORTHING: 1,825,243.7354 EASTING: 6,615,538.3952

BEARING: S23°44'46"E DISTANCE: 42.45'
NORTHING: 1,825,204.8760 EASTING: 6,615,555.4906

BEARING: S11°36'07"W DISTANCE: 4.68'
NORTHING: 1,825,200.2902 EASTING: 6,615,554.5491

RADIAL IN: N65°34'52"E RADIAL OUT: S65°03'04"W
DELTA: 00°31'49" RADIUS: 2,133.75' LENGTH: 19.74'
TANGENT: 9.87' CHORD: 19.74'
NORTHING: 1,825,182.3506 EASTING: 6,615,562.7943

BEARING: N64°55'01"E DISTANCE: 5.00'
NORTHING: 1,825,184.4702 EASTING: 6,615,567.3228

RADIAL IN: N65°03'05"E RADIAL OUT: S62°16'06"W
DELTA: 02°46'59" RADIUS: 2,128.75' LENGTH: 103.40'

TANGENT: 51.71' CHORD: 103.39'
NORTHING: 1,825,091.8180 EASTING: 6,615,613.1950

RADIAL IN: N62°16'06"E RADIAL OUT: S59°05'00"W
DELTA: 03°11'06" RADIUS: 2,928.71' LENGTH: 162.81'
TANGENT: 81.42' CHORD: 162.79'
NORTHING: 1,824,949.8915 EASTING: 6,615,692.9189

BEARING: S77°32'15"E DISTANCE: 31.48'
NORTHING: 1,824,943.0985 EASTING: 6,615,723.6551

BEARING: N55°51'38"E DISTANCE: 183.14'
NORTHING: 1,825,045.8772 EASTING: 6,615,875.2332

BEARING: N64°32'45"E DISTANCE: 140.96'
NORTHING: 1,825,106.4622 EASTING: 6,616,002.5141

BEARING: N55°55'54"E DISTANCE: 31.71'
NORTHING: 1,825,124.2271 EASTING: 6,616,028.7840

BEARING: S64°32'45"W DISTANCE: 172.68'
NORTHING: 1,825,050.0111 EASTING: 6,615,872.8660

BEARING: S55°51'38"W DISTANCE: 174.12'
NORTHING: 1,824,952.2931 EASTING: 6,615,728.7515

BEARING: N77°32'15"W DISTANCE: 29.66'
NORTHING: 1,824,958.6933 EASTING: 6,615,699.7927

RADIAL IN: N59°09'44"E RADIAL OUT: S62°03'43"W
DELTA: 02°53'58" RADIUS: 2,918.29' LENGTH: 147.69'
TANGENT: 73.86' CHORD: 147.67'
NORTHING: 1,825,087.3605 EASTING: 6,615,627.3283

BEARING: N55°49'19"E DISTANCE: 247.94'
NORTHING: 1,825,226.6428 EASTING: 6,615,832.4451

BEARING: N34°10'41"W DISTANCE: 80.05'
NORTHING: 1,825,292.8667 EASTING: 6,615,787.4765

BEARING: N73°31'44"W DISTANCE: 145.82'
NORTHING: 1,825,334.2110 EASTING: 6,615,647.6413

BEARING: N48°29'39"W DISTANCE: 69.05'
NORTHING: 1,825,379.9726 EASTING: 6,615,595.9277

BEARING: N88°29'39"W DISTANCE: 49.16'
NORTHING: 1,825,381.2645 EASTING: 6,615,546.7806

BEARING: N44°37'43"W DISTANCE: 56.34'
NORTHING: 1,825,421.3624 EASTING: 6,615,507.1993

BEARING: N36°01'56"W DISTANCE: 103.54'
NORTHING: 1,825,505.0915 EASTING: 6,615,446.2948

BEARING: S67°23'00"W DISTANCE: 31.47'
NORTHING: 1,825,492.9894 EASTING: 6,615,417.2452

RADIAL IN: N71°01'15"E RADIAL OUT: S70°34'17"W
DELTA: 00°26'58" RADIUS: 2,949.93' LENGTH: 23.14'
TANGENT: 11.57' CHORD: 23.14'
NORTHING: 1,825,471.1356 EASTING: 6,615,424.8573

PERIMETER: 3,693.21'
AREA: 64,198.80 square feet / 1.474 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:369,321,102,732

PARCEL: 15810 TCE (PARCEL E EXCEPTION CLOSURE)

P.O.B. NORTHING: 1,824,838.2129 P.O.B. EASTING: 6,615,678.1647

BEARING: N55°51'40"E DISTANCE: 385.89'
NORTHING: 1,825,054.7726 EASTING: 6,615,997.5544

BEARING: N34°08'20"W DISTANCE: 40.00'
NORTHING: 1,825,087.8790 EASTING: 6,615,975.1069

BEARING: S55°51'40"W DISTANCE: 306.18'
NORTHING: 1,824,916.0486 EASTING: 6,615,721.6850

RADIAL IN: N34°08'20"W RADIAL OUT: S58°48'14"W
DELTA: 92°56'34" RADIUS: 27.00' LENGTH: 43.80'
TANGENT: 28.42' CHORD: 39.15'
NORTHING: 1,824,924.4105 EASTING: 6,615,683.4382

RADIAL IN: N58°48'14"E RADIAL OUT: S70°34'17"W
DELTA: 11°46'03" RADIUS: 2,949.93' LENGTH: 605.86'
TANGENT: 304.00' CHORD: 604.79'
NORTHING: 1,825,471.1356 EASTING: 6,615,424.8573

BEARING: S28°47'41"E DISTANCE: 148.32'
NORTHING: 1,825,341.1532 EASTING: 6,615,496.3002

RADIAL IN: N69°40'30"E RADIAL OUT: S66°56'08"W
DELTA: 02°44'22" RADIUS: 2,134.00' LENGTH: 102.03'
TANGENT: 51.03' CHORD: 102.02'
NORTHING: 1,825,246.3582 EASTING: 6,615,534.0137

BEARING: S59°05'40"E DISTANCE: 5.11'
NORTHING: 1,825,243.7354 EASTING: 6,615,538.3952

BEARING: S23°44'46"E DISTANCE: 5.22'
NORTHING: 1,825,238.9545 EASTING: 6,615,540.4984

BEARING: N27°24'23"E DISTANCE: 69.80'
NORTHING: 1,825,300.9240 EASTING: 6,615,572.6291

BEARING: N51°18'35"W DISTANCE: 26.00'
NORTHING: 1,825,317.1768 EASTING: 6,615,552.3352

BEARING: N21°19'14"W DISTANCE: 12.00'
NORTHING: 1,825,328.3556 EASTING: 6,615,547.9722

BEARING: N08°40'08"E DISTANCE: 24.00'
NORTHING: 1,825,352.0814 EASTING: 6,615,551.5895

BEARING: N36°34'01"W DISTANCE: 79.88'

NORTHING: 1,825,416.2368 EASTING: 6,615,504.0008

BEARING: N37°09'28"W DISTANCE: 87.00'
NORTHING: 1,825,485.5738 EASTING: 6,615,451.4519

BEARING: S67°23'00"W DISTANCE: 29.93'
NORTHING: 1,825,474.0647 EASTING: 6,615,423.8258

RADIAL IN: N70°37'54"E RADIAL OUT: S70°34'16"W
DELTA: 00°03'37" RADIUS: 2,949.93' LENGTH: 3.11'
TANGENT: 1.55' CHORD: 3.11'
NORTHING: 1,825,471.1356 EASTING: 6,615,424.8573

PERIMETER: 1,974.12'
AREA: 10,885.84 square feet / 0.250 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:197,411,927,612

PARCEL: 15810 TCE (PARCEL F CLOSURE)

P.O.B. NORTHING: 1,824,838.2133 P.O.B. EASTING: 6,615,678.1645

BEARING: S55°53'16"W DISTANCE: 90.14'
NORTHING: 1,824,787.6618 EASTING: 6,615,603.5345

RADIAL IN: S34°06'44"E RADIAL OUT: N43°10'00"W
DELTA: 09°03'16" RADIUS: 1,149.97' LENGTH: 181.73'
TANGENT: 91.05' CHORD: 181.54'
NORTHING: 1,824,674.3045 EASTING: 6,615,461.7347

BEARING: N42°27'07"W DISTANCE: 43.87'
NORTHING: 1,824,706.6734 EASTING: 6,615,432.1238

RADIAL IN: S37°01'01"E RADIAL OUT: N34°08'20"W
DELTA: 02°52'41" RADIUS: 629.99' LENGTH: 31.65'
TANGENT: 15.83' CHORD: 31.64'
NORTHING: 1,824,725.0837 EASTING: 6,615,457.8599

BEARING: N55°51'40"E DISTANCE: 0.90'
NORTHING: 1,824,725.5863 EASTING: 6,615,458.6011

RADIAL IN: N34°06'44"W RADIAL OUT: S41°35'14"E
DELTA: 07°28'30" RADIUS: 1,189.97' LENGTH: 155.25'
TANGENT: 77.73' CHORD: 155.14'
NORTHING: 1,824,820.7786 EASTING: 6,615,581.1025

BEARING: N55°53'16"E DISTANCE: 36.16'
NORTHING: 1,824,841.0560 EASTING: 6,615,611.0384

RADIAL IN: N85°10'58"W RADIAL OUT: N58°28'12"E
DELTA: 36°20'49" RADIUS: 27.00' LENGTH: 17.13'
TANGENT: 8.86' CHORD: 16.84'
NORTHING: 1,824,857.4423 EASTING: 6,615,607.1478

RADIAL IN: N58°28'12"E RADIAL OUT: S67°14'40"W
DELTA: 08°46'28" RADIUS: 3,049.93' LENGTH: 467.08'
TANGENT: 234.00' CHORD: 466.62'
NORTHING: 1,825,272.6747 EASTING: 6,615,394.2720

BEARING: N22°46'28"W DISTANCE: 168.40'
NORTHING: 1,825,427.9457 EASTING: 6,615,329.0835

T.P.O.B. NORTHING: 1,825,427.9457 T.P.O.B. EASTING:
6,615,329.0835

BEARING: S73°12'19"W DISTANCE: 14.04'
NORTHING: 1,825,423.8880 EASTING: 6,615,315.6391

RADIAL IN: N73°12'19"E RADIAL OUT: S62°16'06"W
DELTA: 10°56'13" RADIUS: 2,279.00' LENGTH: 435.03'
TANGENT: 218.18' CHORD: 434.37'
NORTHING: 1,825,021.9023 EASTING: 6,615,480.2031

RADIAL IN: N62°16'06"E RADIAL OUT: S58°37'53"W
DELTA: 03°38'13" RADIUS: 3,078.96' LENGTH: 195.45'
TANGENT: 97.76' CHORD: 195.42'
NORTHING: 1,824,851.9044 EASTING: 6,615,576.5795

BEARING: S11°57'26"W DISTANCE: 35.14'
NORTHING: 1,824,817.5237 EASTING: 6,615,569.2985

RADIAL IN: S34°42'22"E RADIAL OUT: N43°10'37"W
DELTA: 08°28'15" RADIUS: 1,193.99' LENGTH: 176.53'
TANGENT: 88.42' CHORD: 176.37'
NORTHING: 1,824,706.6734 EASTING: 6,615,432.1238

RADIAL IN: S37°01'01"E RADIAL OUT: N65°43'51"W
DELTA: 28°42'50" RADIUS: 629.99' LENGTH: 315.72'
TANGENT: 161.25' CHORD: 312.42'
NORTHING: 1,824,462.5969 EASTING: 6,615,237.0981

RADIAL IN: S58°12'04"E RADIAL OUT: N64°06'14"W
DELTA: 05°54'10" RADIUS: 1,189.97' LENGTH: 122.59'
TANGENT: 61.35' CHORD: 122.54'
NORTHING: 1,824,355.2627 EASTING: 6,615,177.9747

BEARING: N63°12'15"W DISTANCE: 105.98'
NORTHING: 1,824,403.0378 EASTING: 6,615,083.3789

BEARING: N28°18'50"E DISTANCE: 488.59'
NORTHING: 1,824,833.1752 EASTING: 6,615,315.1182

BEARING: N02°30'53"W DISTANCE: 273.32'
NORTHING: 1,825,106.2359 EASTING: 6,615,303.1258

BEARING: N19°24'33"W DISTANCE: 100.00'
NORTHING: 1,825,200.5529 EASTING: 6,615,269.8948

BEARING: N69°35'12"W DISTANCE: 75.48'
NORTHING: 1,825,226.8792 EASTING: 6,615,199.1560

BEARING: N20°24'48"E DISTANCE: 50.43'
NORTHING: 1,825,274.1449 EASTING: 6,615,216.7466

BEARING: N87°54'10"E DISTANCE: 27.60'
NORTHING: 1,825,275.1550 EASTING: 6,615,244.3275

BEARING: N02°05'50"W DISTANCE: 151.99'
NORTHING: 1,825,427.0391 EASTING: 6,615,238.7654

BEARING: N68°24'54"E DISTANCE: 83.65'
NORTHING: 1,825,457.8105 EASTING: 6,615,316.5452

BEARING: S22°46'28"E DISTANCE: 32.39'
NORTHING: 1,825,427.9457 EASTING: 6,615,329.0835

PERIMETER: 3,876.21'
AREA: 167,204.95 square feet / 3.838 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:387,621,421,083

PARCEL: 15810 TCE (PARCEL F EXCEPTION CLOSURE)

P.O.B. NORTHING: 1,824,838.2133 P.O.B. EASTING: 6,615,678.1645

BEARING: S55°53'16"W DISTANCE: 90.14'
NORTHING: 1,824,787.6618 EASTING: 6,615,603.5345

RADIAL IN: S34°06'44"E RADIAL OUT: N43°10'00"W
DELTA: 09°03'16" RADIUS: 1,149.97' LENGTH: 181.73'
TANGENT: 91.05' CHORD: 181.54'
NORTHING: 1,824,674.3045 EASTING: 6,615,461.7347

BEARING: N42°27'07"W DISTANCE: 43.87'
NORTHING: 1,824,706.6734 EASTING: 6,615,432.1238

RADIAL IN: S37°01'01"E RADIAL OUT: N34°08'20"W
DELTA: 02°52'41" RADIUS: 629.99' LENGTH: 31.65'
TANGENT: 15.83' CHORD: 31.64'
NORTHING: 1,824,725.0837 EASTING: 6,615,457.8599

BEARING: N55°51'40"E DISTANCE: 0.90'
NORTHING: 1,824,725.5863 EASTING: 6,615,458.6011

RADIAL IN: N34°06'44"W RADIAL OUT: S41°35'14"E
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TANGENT: 77.73' CHORD: 155.14'
NORTHING: 1,824,820.7786 EASTING: 6,615,581.1025

BEARING: N55°53'16"E DISTANCE: 36.16'
NORTHING: 1,824,841.0560 EASTING: 6,615,611.0384

RADIAL IN: N85°10'58"W RADIAL OUT: N58°28'12"E
DELTA: 36°20'49" RADIUS: 27.00' LENGTH: 17.13'
TANGENT: 8.86' CHORD: 16.84'
NORTHING: 1,824,857.4423 EASTING: 6,615,607.1478

RADIAL IN: N58°28'12"E RADIAL OUT: S67°14'40"W
DELTA: 08°46'28" RADIUS: 3,049.93' LENGTH: 467.08'
TANGENT: 234.00' CHORD: 466.62'
NORTHING: 1,825,272.6747 EASTING: 6,615,394.2720

BEARING: N22°46'28"W DISTANCE: 168.40'
NORTHING: 1,825,427.9457 EASTING: 6,615,329.0835

BEARING: S73°12'19"W DISTANCE: 14.04'
NORTHING: 1,825,423.8880 EASTING: 6,615,315.6391

RADIAL IN: N73°12'19"E RADIAL OUT: S72°58'29"W
DELTA: 00°13'50" RADIUS: 2,279.00' LENGTH: 9.18'
TANGENT: 4.59' CHORD: 9.18'

NORTHING: 1,825,415.1092 EASTING: 6,615,318.3079

RADIAL IN: N72°58'29"E RADIAL OUT: S62°16'06"W
DELTA: 10°42'22" RADIUS: 2,279.00' LENGTH: 425.85'
TANGENT: 213.55' CHORD: 425.23'
NORTHING: 1,825,021.9023 EASTING: 6,615,480.2031

RADIAL IN: N62°16'06"E RADIAL OUT: S58°37'53"W
DELTA: 03°38'13" RADIUS: 3,078.96' LENGTH: 195.45'
TANGENT: 97.76' CHORD: 195.42'
NORTHING: 1,824,851.9044 EASTING: 6,615,576.5795

BEARING: S11°57'26"W DISTANCE: 35.14'
NORTHING: 1,824,817.5237 EASTING: 6,615,569.2985

RADIAL IN: S34°42'22"E RADIAL OUT: N43°10'37"W
DELTA: 08°28'15" RADIUS: 1,193.99' LENGTH: 176.53'
TANGENT: 88.42' CHORD: 176.37'
NORTHING: 1,824,706.6734 EASTING: 6,615,432.1238

RADIAL IN: S37°01'01"E RADIAL OUT: N65°43'51"W
DELTA: 28°42'50" RADIUS: 629.99' LENGTH: 315.72'
TANGENT: 161.25' CHORD: 312.42'
NORTHING: 1,824,462.5969 EASTING: 6,615,237.0981

RADIAL IN: S58°12'04"E RADIAL OUT: N63°08'34"W
DELTA: 04°56'30" RADIUS: 1,189.97' LENGTH: 102.63'
TANGENT: 51.35' CHORD: 102.60'
NORTHING: 1,824,373.1471 EASTING: 6,615,186.8435

BEARING: N63°10'05"W DISTANCE: 85.67'
NORTHING: 1,824,411.8148 EASTING: 6,615,110.4001

BEARING: N28°24'33"E DISTANCE: 225.00'
NORTHING: 1,824,609.7185 EASTING: 6,615,217.4474

BEARING: N35°18'50"E DISTANCE: 225.00'
NORTHING: 1,824,793.3180 EASTING: 6,615,347.5097

BEARING: N45°29'11"E DISTANCE: 120.00'
NORTHING: 1,824,877.4473 EASTING: 6,615,433.0799

BEARING: N26°55'20"W DISTANCE: 265.00'
NORTHING: 1,825,113.7274 EASTING: 6,615,313.0935

BEARING: N19°24'33"W DISTANCE: 75.73'
NORTHING: 1,825,185.1577 EASTING: 6,615,287.9263

BEARING: N68°51'44"E DISTANCE: 31.68'
NORTHING: 1,825,196.5806 EASTING: 6,615,317.4716

BEARING: N08°41'25"E DISTANCE: 30.29'
NORTHING: 1,825,226.5249 EASTING: 6,615,322.0485

BEARING: N21°18'51"W DISTANCE: 13.53'
NORTHING: 1,825,239.1329 EASTING: 6,615,317.1293

BEARING: N51°18'35"W DISTANCE: 26.27'
NORTHING: 1,825,255.5535 EASTING: 6,615,296.6260

BEARING: S68°51'16"W DISTANCE: 31.61'
NORTHING: 1,825,244.1494 EASTING: 6,615,267.1416

BEARING: N19°24'33"W DISTANCE: 11.72'
NORTHING: 1,825,255.2029 EASTING: 6,615,263.2470

BEARING: N02°05'50"W DISTANCE: 135.00'
NORTHING: 1,825,390.1125 EASTING: 6,615,258.3066

BEARING: N67°23'00"E DISTANCE: 65.00'
NORTHING: 1,825,415.1092 EASTING: 6,615,318.3079

PERIMETER: 3,808.33'
AREA: 118,347.39 square feet / 2.717 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:380,833,230,151

EXHIBIT E

Appraisal Report

Integra Realty Resources
Los Angeles

Appraisal of Real Property

Diamond Bar Golf Course
22751 Golden Springs Dr.
Diamond Bar, Los Angeles County, California 91765

Prepared For:
County of Los Angeles Department of Parks and Recreation

Effective Date of the Appraisal:
May 5, 2020

Report Format:
Appraisal Report – Standard Format

IRR - Los Angeles
File Number: 121-2020-0138





Diamond Bar Golf Course
22751 Golden Springs Dr.
Diamond Bar, California



May 27, 2020

County of Los Angeles Department of Parks and Recreation
Attn: Lee Barocas, Associate Civil Engineer
C/O: County of Los Angeles Department of Public Works
1000 South Fremont Avenue, Building A-9 West, 3rd Floor - Unit #40
Alhambra, CA 91803

SUBJECT: Fair Market Value Appraisal
Diamond Bar Golf Course
Diamond Bar, Los Angeles County, California 91765
IRR - Los Angeles File No. 121-2020-0138

Dear Mr. Barocas:

Integra Realty Resources – Los Angeles is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the fair market value of the parts acquired. The acquisitions do not physically impact the structural improvements, and as such, we have valued the larger parcel as though vacant land, free and clear of any improvements, leases, or encumbrances.

The subject larger parcel contains 169.19 acres of land area. The property is zoned OS (Open Space) with a GC (Golf Course) General Plan Land Use designation. The subject larger parcel is located on the north and south sides of Grand Avenue, between the 57/60 Freeway Confluence and Golden Springs Road. The eastbound 60-Freeway on-ramp and off-ramp are located to the adjacent west of the larger parcel on the north and south sides of Grand Avenue.

The larger parcel is improved with the Diamond Bar Golf Course, which is a municipal golf course owned by the County of Los Angeles and operated by Los Angeles County Parks and Recreation. Our valuation is limited to the underlying land.

The City of Industry in cooperation with The California Department of Transportation (Caltrans) and Los Angeles County Metropolitan Transportation Authority (Metro) is reconfiguring the "57/60 Confluence" which is a two-mile stretch of highway where the two state freeways coincide. The "57/60 Confluence Project" is a three-phase project that will

add bypass lanes and reconfigure the existing ramp and interchange configurations. As a result of the project in the manner proposed the City of Industry is seeking to acquire four fee acquisitions, one permanent footing easement, one permanent access easement, and two temporary construction licenses (temporary construction easements "TCE") on the subject property.

As a result of the project in the manner proposed, four fee acquisitions easements, one permanent footing easement, one permanent access easement, and two temporary construction licenses are required on the subject property. On the north side of Grand Avenue, there is a proposed right of way dedication, which is a fee acquisition located to the adjacent west of Golden Springs Road and the adjacent north of Grand Avenue. There is a permanent footing easement located adjacent to the right of way fee acquisition area. There is an acquisition for a slope area located to the north of Grand Avenue. The acquisition for the slope area was also originally proposed to be a permanent easement, but has been converted to a fee acquisition. The TCE area on the north side of Grand Avenue essentially wraps around the proposed acquisitions.

On the south side of Grand Avenue, there is a right of way dedication, which is a fee acquisition, to the adjacent south of Grand Avenue. There is an acquisition for a slope area that is located to the adjacent south of Grand Avenue and adjacent west of Golden Springs Drive. The acquisition for the slope area was originally proposed to be a permanent easement, but has been converted to a fee acquisition. The TCE area on the south side of Grand Avenue essentially wraps around the fee acquisitions areas. There is also a proposed permanent access easement on the south side of Grand Avenue that extends from an access gate along Golden Springs Road north, terminating proximate to Grand Avenue.

The TCEs will have a duration of 18 months. It is our understanding that damages to the golf course that result from the permanent acquisitions are being mitigated for under a separate agreement. Improvements within the TCE area will be protected in place or replaced in kind. The acquisitions are summarized below.

Proposed Acquisition Summary - Subject Property		
Parcel	Purpose of Acquisition	Land Area Affected (SF)
Parcel A	R/W Dedication (Fee Acquisition)	14,425
Parcel B	R/W Dedication (Fee Acquisition)	18,310
Parcel A	Slope Area (Fee Acquisition)	10,886
Parcel B	Slope Area (Fee Acquisition)	118,347
Parcel A	Retaining Wall Footing Easement (Permanent Easement)	3,048
Parcel A	Slope Maintenance Access Road (Permanent Easement)	13,183
Parcel A	Temporary Construction License	53,313
Parcel B	Temporary Construction License	48,858

Source: Legal Descriptions and Plats

The client is County of Los Angeles Department of Public Works. The intended user is the County of Los Angeles Department of Parks and Recreation.



The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the California Code of Civil Procedure. To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Valuation Summary		
Date of Value: May 05, 2020		
	Valuation Opinions	Value of Property Rights to be Acquired
Permanent Property Rights		
Value of Larger Parcel - Land Only	\$7,369,918	
Value of the Permanent Parts Acquired - Land Only	\$170,084	
Value of the Site Improvements within Permanent Parts Acquired	<u>\$538,426</u>	
Total Value of Permanent Parts Acquired	\$708,510	\$708,510
Value of the Remainder as Portion of the Whole - Land Only	\$7,199,834	
Value of the Remainder in the After Condition - Land Only	<u>\$7,199,834</u>	
Severance Damages	\$0	
Benefits	<u>\$0</u>	
Net Severance Damages	\$0	\$0
Cost to Cure / Mitigation		<u>\$0</u>
Fair Market Value of Permanent Acquisition		\$708,510
Temporary Property Rights		
Value of Temporary Construction Easement (TCE) - Land Only	\$12,261	
Value of Site Improvements within TCE	<u>\$0</u>	
Total Value of Temporary Construction Easement	\$12,261	<u>\$12,261</u>
Total Fair Market Value of Proposed Acquisitions		\$720,771
Rounded		\$721,000

The TCE rental rate above of \$12,261 is based on an 18 month TCE. The table below provides the TCE value for the entire 18 month term, as well as the value on a monthly and annual basis.

Temporary Construction Easement Indicated Value by Period		
1.5 Years (18 Months)	Annual	Monthly
\$12,261	\$8,174	\$681



Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. Section 1263.330 of the California Code of Civil Procedure requires the appraiser to not consider any effect on the value of the property from the project, the eminent domain proceeding, or any preliminary actions of the acquiring agency. The appraisers investigated the real estate market for any influence these issues may have had in the market data selected and analyzed and could not find any. Therefore we have prepared the appraisal analysis of the subject property in the "before" condition under the extraordinary assumption that these activities have no effect on the value conclusions stated in this appraisal report. The use of this extraordinary assumption may have affected the assignment results.
2. We understand that damages to the subject are being compensated in a separate mitigation agreement and as such are not a part of this appraisal.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The valuation of the "after" condition of the larger parcel requires the hypothetical condition that as of the date of value, the project has been completed per the descriptions, plans and specifications presented in this appraisal report. This may have affected the selection and analysis of comparable market data, the discussion of market trends and the description of the property. The use of this hypothetical condition may have affected the assignment results.
-

IMPORTANT MARKET CONDITIONS WARNING: Market Uncertainty from Novel Coronavirus (COVID-19)

The outbreak of the Novel Coronavirus (COVID-19), declared an outbreak by the World Health Organization (WHO) on January 30, 2020 and subsequently reclassified as a worldwide pandemic on March 11, 2020, has created substantial uncertainty in the worldwide financial markets. Concerns about the ongoing spread of the COVID-19 (Corona) Virus have resulted in cancellations of a substantial number of business meetings, conferences, and sporting and entertainment events in the coming 3-6 months; the implementation of personal quarantine procedures; a 30-day lock-out for travel from most of Europe to the U.S.; and substantial reductions (and restrictions) in other travel by air, rail, bus, and ship.

As of the effective date of this report, tourism, lodging, and tourist-related food and beverage and retail sectors are feeling negative effects due to the substantial decline in social movement and activity. A prolonged outbreak could have a significant (and yet unquantifiable) impact on other real estate sectors.

Based on our research for this appraisal, local real estate markets do not reflect any quantifiable change as a result of the current economic situation. However, further decline in the national and local economy could eventually have a negative impact on the pricing trend for land in the subject market. Uncertainty about future economic conditions is beginning to lead into a decrease in transactional activity and the availability of financing as



of the date of this appraisal. Our valuation is based upon the best information as of the effective date.

Given the degree of overall uncertainty present in the economy, forecasts and projections contained herein may change dramatically, or differently than projected under stable market conditions. Therefore, we recommend a more frequent review of this valuation, and advise the intended user to consider the current lack of overall economic stability in evaluating the use and reliability of the opinions expressed herein.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Los Angeles



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