

CITY OF INDUSTRY

CITY COUNCIL SPECIAL MEETING AGENDA

October 31, 2024
10:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Michael Greubel
Council Member Steve Marcucci
Council Member Mark D. Radecki
Council Member Newell Ruggles

Location: *City Council Chambers,
15651 Mayor Dave Way, City of Industry
California*

Addressing the City Council:

- < **Agenda Items:** *Members of the public may address the Council on any matter listed on the Agenda. Anyone wishing to speak to the Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Council.*
- < **Public Comments (Agenda Items Only):** *During public comments, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.*
- < *At the time of publication, no Councilmembers intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Councilmember will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement*
www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 265 338 103 460

Meeting Passcode: HrfWUY

Or call in (audio only)

+1 657-204-3264.

Phone Conference ID: 612 118 929#

Americans with Disabilities Act:

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

Agendas and other writings:

- < *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., 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. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR-NONE**
7. **ACTION ITEMS**

7.1 Consideration of Resolution Nos. CC 2024-65-68-RESOLUTIONS OF NECESSITY AUTHORIZING THE INITIATION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE RIGHTS OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS FROM CERTAIN REAL PROPERTIES FOR THE GALE AVENUE REALIGNMENT AT AZUSA (FISCAL YEAR 2024-25 BUDGET – CAPITAL IMPROVEMENT PROGRAM NO. 2.N), FOR ROADWAY IMPROVEMENTS ON GALE AVENUE AND DEVELOPMENT OF TWO NEW ACCESS ROADS NORTH/NORTHWEST OF THE REALIGNED ROAD ON AN OVERALL 20.7-ACRE PROJECT SITE AND AUTHORIZE THE DEPOSIT OF \$766,000 FOR PORTIONS OF LEGACY CITY CENTER, LLC PARCELS (APN 8264-001-136, 137; 17245 and 17475 GALE AVENUE, CITY OF INDUSTRY, CA), \$7,650,000 FOR PORTIONS OF LEGACY POINT, LLC PARCELS (APN 8264-001-138, -139, -140, and -141; 17351 GALE AVENUE, CITY OF INDUSTRY, CA), \$2,482,000 FOR PORTIONS OF PUENTE HILLS ASSOCIATES, LLC PARCELS (APN 8264-001-112 and -128; 17405-17435 GALE AVENUE, CITY OF INDUSTRY, CA), and \$280,000 FOR E-HO ONE, LLC, ET AL. PARCEL (APN 8264-001-134; LOCATED WESTERLY OF 17405 GALE AVENUE, CITY OF INDUSTRY, CA), WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND

RECOMMENDED ACTION: *Adopt Resolution No. CC 2024-65, CC 2024-66, CC 2024-67, and CC 2024-68.*

7.2 Consideration of a License Agreement with Jesus Rodriguez for access to the lot located at 100 North Hacienda Boulevard to utilize for the sale of Christmas Trees

RECOMMENDED ACTION: *Approve the License Agreement*

- 7.3 Consideration of a License Agreement with Evans Food Group LTD., for access to the parking lot located at Workman and Temple Family Homestead Museum, to utilize as a Temporary Overflow Parking Area

RECOMMENDED ACTION:
Agreement

Approve the License

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION -NONE**

10. **CITY MANAGER REPORTS**

11. **AB 1234 REPORTS**

12. **CITY COUNCIL COMMUNICATIONS**

13. Adjournment. The next regular City Council Meeting is Thursday, November 14, 2024, at 9:00 a.m.

CITY COUNCIL
ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Joshua Nelson, City Manager
STAFF: Bing Hyun, Assistant City Manager
DATE: 10/31/2024
SUBJECT: Consideration of Resolution Nos. CC 2024-65-68-RESOLUTIONS OF NECESSITY AUTHORIZING THE INITIATION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE RIGHTS OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS FROM CERTAIN REAL PROPERTIES FOR THE GALE AVENUE REALIGNMENT AT AZUSA (FISCAL YEAR 2024-25 BUDGET -- CAPITAL IMPROVEMENT PROGRAM NO. 2.N), FOR ROADWAY IMPROVEMENTS ON GALE AVENUE AND DEVELOPMENT OF TWO NEW ACCESS ROADS NORTH/NORTHWEST OF THE REALIGNED ROAD ON AN OVERALL 20.7-ACRE PROJECT SITE AND AUTHORIZE THE DEPOSIT OF \$766,000 FOR PORTIONS OF LEGACY CITY CENTER, LLC PARCELS (APN 8264-001-136, 137; 17245 and 17475 GALE AVENUE, CITY OF INDUSTRY, CA), \$7,650,000 FOR PORTIONS OF LEGACY POINT, LLC PARCELS (APN 8264-001-138, -139, -140, and -141; 17351 GALE AVENUE, CITY OF INDUSTRY, CA), \$2,482,000 FOR PORTIONS OF PUENTE HILLS ASSOCIATES, LLC PARCELS (APN 8264-001-112 and -128; 17405-17435 GALE AVENUE, CITY OF INDUSTRY, CA), and \$280,000 FOR E-HO ONE, LLC, ET AL. PARCEL (APN 8264-001-134; LOCATED WESTERLY OF 17405 GALE AVENUE, CITY OF INDUSTRY, CA), WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND

BACKGROUND

During Fiscal Year 2018-2019, the City Council added the Gale Avenue Realignment project to the Capital Improvement Program to ensure consistency with the goals and policies of the 2014 General Plan, with the overall goal of improving goods movement and truck circulation throughout the City.

The City had completed appraisals, made offers and negotiated with the owners of the various subject parcels to no avail. In order to complete the acquisitions of right of way and easements and other property rights in a timely manner without delaying construction of this project, the City Council is requested to adopt a Resolution of Necessity to initiate eminent domain proceedings to acquire the subject easements and portions of real properties. However, the City will still continue working toward completing voluntary acquisitions of such portions of real properties and easements with the property owners during eminent domain proceedings and condemnation process.

DISCUSSION

Design of the Gale Avenue Realignment Project ("Project") is complete and staff has been working on acquisition of right of ways and easements from the fronting property owners for construction of improvements. The scope of the Project involves the provision of new roadway improvements (e.g., asphalt curb and gutter, sidewalks, water and sewer lines, lighting) for the Gale Avenue roadway realignment, as well as the development of two new public access roads north/northwest of the realigned road. The limits of the realignment are from Azusa Avenue on the west to Auto Mall West on

the east, which is an approximately one-half mile stretch of Gale Avenue. The proposed roadway improvements bring the roadway geometrics up to the current standards based on the volume of traffic and the current speed limit, thereby improving roadway operation, which is the overall goal of the project. The improvements would also enhance pedestrian access and circulation within and beyond the boundaries of the project site. The proposed roadway improvements would occur on approximately 8.6 acres of the overall 20.7-acre Project site. To accommodate the proposed project, the City proposes to acquire portions of some properties within the confines of the Project site in order to implement the roadway improvements.

The City prepared the Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA). The City Council approved the Project and adopted the IS/MND on September 12, 2024.

The City and its consultants have designed the Project so that a minimum amount of easements and private property is required for acquisition. Construction of the improvements for the Project requires the acquisition of real property of right of way purposes several parcels owned by several owners. The City completed appraisals and made offers to the owners of these parcels. While the City has contacted the owners and made offers, the parties are at an impasse. The owners of record of these parcels and the extent of property acquisition and easements are as follows:

1. Legacy City Center, LLC, 17245 and 17475 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-136 and -137). Consisting of 21,939 square feet of permanent fee acquisitions and 5,588 square feet of temporary construction easements, more or less.
2. Legacy Point, LLC, 17351 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-138, -139, -140 and -141). Consisting of 318,093 square feet of permanent fee acquisitions and 233,522 square feet of temporary construction easements, more or less.
3. Puente Hills Associates, LLC, 17405-17435 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-112 and -128). Consisting of 25,641 square feet of permanent fee acquisitions and 5,947 square feet of temporary construction easements, more or less.
4. E-Ho One, LLC, et al., Located Westerly of 17405 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-134). Consisting of 20,000 square feet.

The City has obtained the latest appraisals for the properties described above by an independent licensed appraiser. The owners of record of the above properties have been sent a summary of the appraisals and offers to purchase the required properties and easements. The property owner and their agent were also sent an information handbook explaining the eminent domain process and their rights. All parties were also informed of the proposed adoption of the attached Resolution of Necessity and their right to speak at the City Council meeting. To date, negotiations conducted by City staff have not resulted in agreed prices for the required properties. Based upon finalized legal descriptions for the properties required, there are slightly modified appraisal values which will be provided to the property owners in writing prior to the City Council hearing on this matter.

Staff recommends that Resolutions of Necessity be adopted at this time for each affected property. This will allow for the filing of eminent domain proceedings to acquire the required properties. Should the owners of record wish to enter into negotiations to allow the City to purchase the properties, such negotiations can occur even after filing the eminent domain action.

In order to adopt a Resolution of Necessity, a total of four affirmative votes from the City Council are required. In addition, the Council must find and determine as follows:

- 1. The public interest and necessity require the proposed Project**

The Project is consistent with the City's General Plan and is necessary because the realignment of Gale Avenue eliminates curvature and turning movements in the roadway, especially for larger commercial vehicles, thereby providing improved visibility and traffic flow that is consistent with

Circulation Element Goal C4 of the adopted General Plan to provide "(s)afe and efficient flow of goods through the City of Industry," and Policy C4-1 to "(c)ontinue to design public roadways to accommodate trucks." Upon completion, the Project would also enhance pedestrian access and circulation within and beyond the boundaries of the project site.

2. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury

To implement the Project, additional road right of ways and temporary construction easements are needed. The Project site comprises approximately 20.7 acres that include City right-of-way and various vacant parcels. The irregularly shaped Project site includes the portion of Gale Avenue between Azusa Avenue on the west and Auto Mall West on the east, as well as vacant land north of Gale Avenue between Azusa Avenue and Auto Mall West. The Project site is generally bounded by Union Pacific Railroad tracks to the north, Azusa Avenue to the west, and Auto Mall West to the south and east.

Under the proposed Project, the existing Gale Avenue roadway improvements would be demolished, and the irregularly shaped parcel that would be formed with the roadway realignment would remain as undeveloped. The proposed Gale Avenue realignment would also include the removal of dilapidated chain-link fencing, above-ground utility boxes, and unmaintained landscaping that currently exists along the northern end of Gale Avenue. The roadway realignment would also involve the removal of various light poles along both sides of Gale Avenue and three existing driveways located along the northern boundary of Gale Avenue.

The proposed roadway realignment would include an expansion of Gale Avenue from Azusa Avenue on the west to approximately 500 feet east of the driveway serving the existing auto dealerships on the south side of Gale Avenue. The proposed roadway realignment would also include widening the roadway from four lanes (existing) to six lanes (proposed). The realigned roadway would include new pavement, striping, curb, gutter, sidewalks, and streetlights, as well as new water and sewer lines (as needed) to service the new parcels created by the roadway realignment. The water and sewer lines that exist within the current Gale Avenue roadway alignment, which serve the auto dealership south of Gale Avenue, would remain. No driveways would be provided along the realigned roadway at this time.

The new intersection that would be constructed at Gale Avenue and the realigned and extended driveway serving the auto dealerships would be fully signalized. The intersection would also include striped crosswalks and handicap access ramps at each corner of the intersection.

The new north-south public access road would connect to the new Gale Avenue signalized intersection and would terminate along the northern end of the project site where it would T-intersect with the new east-west access road. The new T-intersection would be stop controlled. The new access roads would include two travel lanes and curb and gutter improvements. Construction of the east-west access road would involve removal or relocation of existing power lines on wooden poles, which contain transmission and distribution lines. The new east-west access road would terminate on the west end at a cul-de-sac and the east end would connect to an existing cul-de-sac.

The proposed Project also involves boundary modifications/reconfiguration of the vacant parcels within the confines of the project site. For example, the existing Gale Avenue roadway that would be demolished and left as a dirt lot would be combined with a portion of the vacant lot to the north and form a reconfigured and irregular-shaped parcel. However, the proposed Project does not involve any physical development of the reconfigured parcels; the parcels would remain vacant and unimproved. Additionally, the reconfigured parcels would retain their current land use and zoning designations.

The proposed Project is anticipated to involve asphalt demolition, grubbing and land clearing, site preparation, rough and fine grading for roadway, utility trenching, roadway construction, paving, and

finishing/landscaping. Project development also involves removal of trees on-site to accommodate the Gale Avenue realignment and planting of new trees along the new Gale Avenue realignment.

The existing right-of-way of Gale Avenue is being used to the maximum extent possible. The additional right-of-way required has been minimized to the extent possible, and consists solely of frontage along the existing properties.

3. The properties described in the Resolutions are necessary for the proposed Project

In order for the Project to occur, the properties described in this report and listed below must be acquired. Otherwise, there is not enough right-of-way available to construct the realignment and comply with the City's General Plan.

1. Legacy City Center, LLC, 17245 and 17475 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-136 and -137). Consisting of 21,939 square feet of permanent fee acquisitions and 5,588 square feet of temporary construction easements, more or less.
2. Legacy Point, LLC, 17351 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-138, -139, -140 and -141). Consisting of 318,093 square feet of permanent fee acquisitions and 233,522 square feet of temporary construction easements, more or less. A portion of the area proposed to be acquired in fee is categorized as an uneconomic "remnant" pursuant to Section 1240.410. That remnant area is included within the 316,097 square feet of permanent fee acquisition described above, and is depicted in the diagrams included with the proposed Resolution for this property.
3. Puente Hills Associates, LLC, 17405-17435 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-112 and -128). Consisting of 25,641 square feet of permanent fee acquisitions and 5,947 square feet of temporary construction easements, more or less.
4. E-Ho One, LLC, et al., Located Westerly of 17405 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-134). Consisting of 20,000 square feet. A portion of the area proposed to be acquired in fee is categorized as an uneconomic "remnant" pursuant to Section 1240.410. That remnant area is included within the 20,000 square feet of permanent fee acquisition described above, and is the entirety of this property, which is a landlocked parcel.

4. That either the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or the offer has not been made because the owner cannot be located with reasonable diligence

As explained previously in this report, the written offers required by California law have been provided to the affected property owners. Voluntary agreements have not been possible with the owner identified above.

The purpose of the hearing is not to determine value of the property, but to determine whether the requirements for adopting the Resolution have been met. As discussed above, the Project is necessary in order to complete roadway realignment on Gale Avenue. The Project has been carefully designed to minimize the amount of private property and easements necessary to construct the project.

Environmental Analysis:

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Project was required to undergo an environmental review to determine any potential impacts through the preparation of an Initial Study/Mitigated Negative Declaration ("IS/MND"). On or about September 12, 2024, the City Council adopted Resolution No. 2024-57, adopting the IS/MND and Mitigation Monitoring and Reporting Program ("MMRP") for the Project. In summary, based upon comprehensive review of all proposed improvements, the IS/MND and MMRP concluded that realignment of Gale Avenue has the potential for significant effects on Biological Resources, Cultural

Resources, and Tribal Cultural Resources. However, each of those potential impacts can be mitigated to less than significant with the mitigation measures identified in the proposed IS/MND and MMRP. Table 10 of the IS/MND and MMRP lists each of the environmental concerns with the proposed mitigation to reduce the impact to a less than significant level.

FISCAL IMPACT

The City will need to deposit the appraised value of the properties with the State of California Condemnation Deposits Fund. These funds have been budgeted in CIP 2.N, for FY 2024-25, and are within the project's budgeted amount.

RECOMMENDATION

Staff recommends that the City Council Adopt Resolutions of Necessity to acquire designated property and easements located at the following address and APNs by eminent domain for the purpose of constructing improvements for the Gale Avenue Realignment project and further authorize the deposit of the amounts listed against each parcel with the state California Condemnation Deposit fund:

1. Legacy City Center, LLC, 17245 and 17475 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-136 and -137) -- \$766,000.00, as adjusted pursuant to slightly modified square footage amounts.
2. Legacy Point, LLC, 17351 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-138, -139, -140 and -141) -- \$7,650,000.00, as adjusted pursuant to slightly modified square footage amounts.
3. Puente Hills Associates, LLC, 17405-17435 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-112 and -128) -- \$2,482,000.00, as adjusted pursuant to slightly modified square footage amounts.
4. Located Westerly of 17405 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-134) -- \$280,000.00

Owners of Record (APN 8264-001-134)

E-Ho One, LLC Attn: E-Ho Lin 11693 San Vicente Blvd., #220 Los Angeles, CA 90049	Audrey One, LLC Attn: E-Ho Lin 11693 San Vicente Blvd., #220 Los Angeles, CA 90049
E-Ho TR One LLC Attn: E-Ho Lin 11693 San Vicente Blvd., #220 Los Angeles, CA 90049	E-Tom & Audrey TR One, LLC Attn: E-Ho Lin 11693 San Vicente Blvd., #220 Los Angeles, CA 90049
E-Tom & E-Ho TR One, LLC Attn: E-Ho Lin 11693 San Vicente Blvd., #220 Los Angeles, CA 90049	MK Place LLC Attn: E-Tse Lin 330 N. Bristol Ave. Los Angeles, CA 90049
Jen-Chiao & Lan-Ying Property One LLC Attn: I-Shyh Ortiz 1112 Montana Ave., #910 Santa Monica, CA 90403	I-Shyh Property One LLC Attn: I-Shyh Ortiz 1112 Montana Ave., #910 Santa Monica, CA 90403
Diana Property One LLC Attn: Diana Lin Ajemian 2307 St. George Street Los Angeles, CA 90027	Sophia Lin Property One LLC Attn: Sophia Lin Hee 617 College Avenue Kentfield, CA 94904
I-Duan Property One LLC Attn: I-Duan Lin 150 Homewood Rd. Los Angeles, CA 90049	I-Shin Property One LLC Attn: I-Shin Lin 1223 Wilshire Blvd., #961 Santa Monica, CA 90403
I-Joen Property One LLC Attn: I-Joen Lin Beer 485 Tuallitan Rd. Los Angeles, CA 90049	Yu Ching Wen Trust Attn: Chung-Hsiung Wen 190 S. Granville Los Angeles, CA 90049
Yung His Wen Trust Attn: Chung-Hsing Wen 190 S. Granville Los Angeles, CA 90049	

Attachments

- Resolution CC 2024-65
- Resolution CC 2024-66
- Resolution CC 2024-67
- Resolution CC 2024-68

RESOLUTION NO. CC 2024-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING THE NECESSITY TO CONDEMN REAL PROPERTY IN CONNECTION WITH THE GALE AVENUE REALIGNMENT PROJECT AT AZUSA (FISCAL YEAR 2024-25 BUDGET – CAPITAL IMPROVEMENT PROGRAM NO. 2.N), FOR ROADWAY IMPROVEMENTS ON GALE AVENUE AND DEVELOPMENT OF TWO NEW ACCESS ROADS NORTH/NORTHWEST OF THE REALIGNED ROAD ON AN OVERALL 20.7-ACRE PROJECT SITE; MAKING FINDINGS AND DETERMINATIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AND APPLICATIONS FOR POSSESSION PRIOR TO JUDGMENT; DRAW AND DEPOSIT WARRANTS (PORTIONS OF LEGACY CITY CENTER, LLC PARCELS (APN 8264-001-136 and -137; 17245 AND 17475 GALE AVENUE, CITY OF INDUSTRY, CA) WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND)

WHEREAS, the City of Industry wishes to acquire the real properties described herein for public use by the exercise of the power of eminent domain. The properties are required for the project to realign Gale Avenue at Azusa and for the development of two new access roads north/northwest of the realigned road on an overall 20.7-acre project site (“Project”).

WHEREAS, pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, written notice of the intent to consider the adoption of this resolution of necessity was sent on October 15, 2024, to the owner of record of the said property.

WHEREAS, due consideration for all oral and documentary evidence introduced has been given.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, BY A VOTE OF FOUR OR MORE OF ITS MEMBERS, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

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

SECTION 2. The findings and declarations contained in this Resolution are based upon the record before the City Council on September 12, 2024 when the City Council approved the IS/MND for the Project, and on October 31, 2024, when the City Council received and discussed the Staff Report accompanying this resolution, and the testimony, records and documents produced at such hearings, all of which are incorporated by this reference.

SECTION 3. The property to be acquired is:
Legacy City Center, LLC 17245 and 17475 Gale Avenue (APN 8264-001-136, and -137). The property to be acquired consists of 21,939 square feet of permanent fee acquisitions and 5,588 square feet, more or less, of temporary construction easements,

more specifically described in **Exhibits A and B** attached hereto and made a part hereof. The temporary construction easements will be used for all reasonably necessary construction activities to construct the Project, and will commence upon commencement of construction and will terminate twelve (12) months thereafter.

SECTION 4. The property is to be acquired for the Project, pursuant to the authority granted in Government Code sections 37350.5, 40401 and 40404; Title 7 Part 3 of the Code of Civil Procedure; and other provisions of law.

SECTION 5. The City prepared the Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with California Environmental Quality Act (CEQA). The City Council approved the Project and adopted the IS/MND on September 12, 2024.

SECTION 6. The public interest and necessity require the Project.

SECTION 7. The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury.

SECTION 8. The real property interests described herein are necessary for the Project.

SECTION 9. The offer required by Section 7267.2 of the Government Code have been made to the owner of record.

SECTION 10. Special counsel, Price, Postel & Parma LLP are hereby AUTHORIZED AND EMPOWERED:

- a. To acquire in the name of the City of Industry, by condemnation, the said property in accordance with the provisions of the eminent domain law, the Code of Civil Procedure, the Government Code and the Constitution of California; and
- b. To prepare and prosecute in the name of the City of Industry, such proceedings in the proper court as are necessary for such acquisitions; and
- c. To deposit the probable amounts of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Industry to take immediate possession and use said property for said public uses and purposes.

SECTION 11. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses,

sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 12. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on October 31, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

EXHIBIT "A"

PARCEL 1-F (FEE):

BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 105, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 81, PAGE 28 OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF DEPOT STREET, 60.00 FEET WIDE, AND HATCHER AVENUE, VACATED BY RESOLUTION NO. 1050 OF THE CITY OF INDUSTRY AND RECORDED DECEMBER 31, 1980, AS INSTRUMENT NO. 80-1316607 OF OFFICIAL RECORDS OF SAID COUNTY, ALSO TOGETHER WITH THAT PORTION OF HATCHER AVENUE, VACATED BY THE CITY OF INDUSTRY RESOLUTION NO. 2123, RECORDED JANUARY 19, 2006, AS INSTRUMENT NO. 06-0133067 OF OFFICIAL RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID PARCEL 1 AND ITS INTERSECT WITH THE NORTHEASTERY LINE OF SAID DEPOT STREET, 60.00 WIDE; THENCE SOUTHEASTERY ALONG THE NORTHEASTERLY LINE OF SAID DEPOT STREET, SOUTH 64°06'14" EAST, 309.67 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 25°53'47" WEST, 37.57 FEET TO A POINT ON THE NORTHERLY LINE OF HATCHER AVENUE SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL BEARING TO SAID CURVE BEARS NORTH 24°04'15" EAST; THENCE WESTERLY ALONG SAID CURVE AND WESTERLY LINE OF SAID HATCHER AVENUE, THROUGH A CENTRAL ANGLE OF 77°36'50", AN ARC DISTANCE OF 67.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 44.00 FEET, A RADIAL BEARING TO SAID NON-TANGENT CURVE BEARS NORTH 52°17'59" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°24'13", AN ARC DISTANCE OF 18.74 FEET; THENCE TANGENT TO LAST MENTIONED CURVE, NORTH 62°06'14" WEST, 244.22 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ABOVE MENTIONED PARCEL 1; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 25°53'46" EAST, 65.30 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID DESCRIPTION 20,623 SQUARE FEET, 0.473 ACRES MORE OR LESS.

PARCEL 1-T (TCE):

A 10' WIDE STRIP OF LAND LYING WITHIN SAID PARCEL 1 FOR TEMPORARY CONSTRUCTION EASEMENT LYING SOUTHWESTERLY AND WESTERLY AND CONCENTRIC WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, SOUTH 25°53'46" WEST, 5.30 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE OF PARCEL 1, SOUTH 62°06'14" EAST, 244.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 44.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°24'13", AN ARC DISTANCE OF 18.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL BEARING TO SAID CURVE BEARS NORTH 53°32'36" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°58'44", AN ARC DISTANCE OF 35.76 FEET; THENCE TANGENT TO SAID CURVE SOUTH 04°31'20" EAST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 94.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'56", AN ARC DISTANCE OF 26.93 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR PROLONGED AS TO TERMINATE TO THEIR PERSPECTIVE BOUNDARIES.

CONTAINING WITHIN SAID DESCRIPTION 3,681 SQUARE FEET, 0.084 ACRES MORE OR LESS.

PARCEL 2-F (FEE):

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 105; IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 81, PAGE 28 OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 1; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 25°53'46" EAST, 13.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,431.00, A RADIAL BEARING TO SAID CURVE BEARS NORTH 27°29'51" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'55", AN ARC DISTANCE OF 164.81 FEET TO A POINT ON THE NORTHEASTERLY LINE OF GALE AVENUE, 60.00' WIDE, ALSO BEING A POINT OF CUSP TO A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 330.00 FEET, A RADIAL BEARING TO SAID POINT OF CUSP BEARS NORTH 34°05'46" EAST, THENCE WESTERLY ALONG SAID NORTHEASTERLY LINE OF GALE AVENUE, THROUGH A CENTRAL ANGLE OF 03°32'20", AN

ARC DISTANCE OF 20.38 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE NORTH 64°06'14" WEST, 143.74 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID DESCRIPTION 1,316 SQUARE FEET, 0.030 ACRES MORE OR LESS.

PARCEL 2-T (TCE):

A 5' WIDE STRIP OF LAND LYING WITHIN SAID PARCEL 1 FOR TEMPORARY CONSTRUCTION EASEMENT LYING NORTHEASTERLY AND CONCENTRIC WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 1; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1, NORTH 25°53'46" EAST, 13.44 FEET TO THE TRUE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,431.00, A RADIAL BEARING TO SAID CURVE BEARS NORTH 27°29'51" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°53'55", AN ARC DISTANCE OF 272.20 FEET; THENCE TANGENT TO LAST MENTIONED CURVE SOUTH 51°36'14" EAST, 108.64 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR PROLONGED AS TO TERMINATE TO THEIR PERSPECTIVE BOUNDARIES.

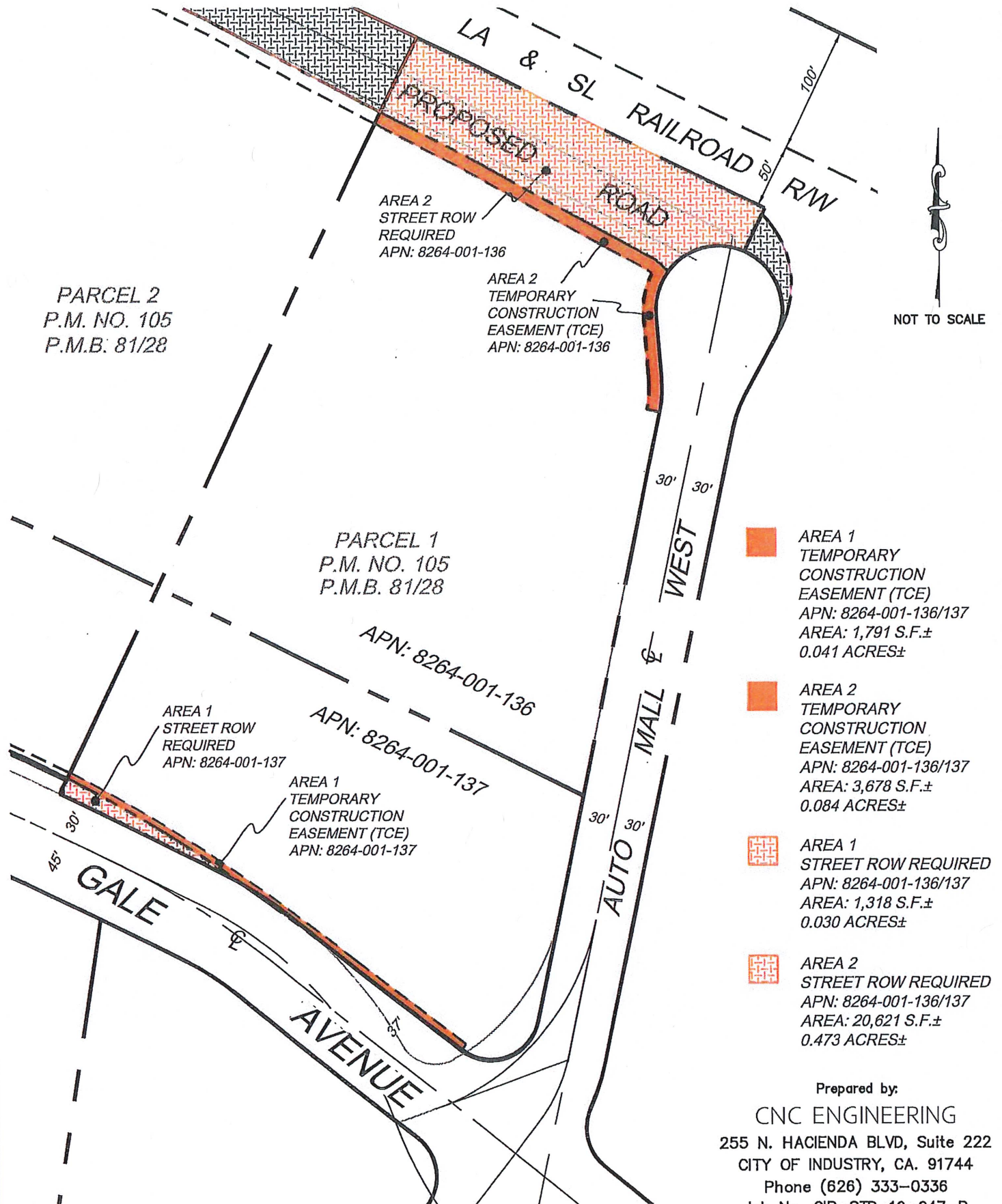
CONTAINING WITHIN SAID DESCRIPTION 1,907 SQUARE FEET, 0.044 ACRES MORE OR LESS.

APN: 8264-001-136
APN: 8264-001-137

EXHIBIT "B"

CITY OF INDUSTRY, CALIFORNIA

Sheet 2 of 2



PARCEL 2
P.M. NO. 105
P.M.B. 81/28

PARCEL 1
P.M. NO. 105
P.M.B. 81/28

AREA 2
STREET ROW
REQUIRED
APN: 8264-001-136

AREA 2
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
APN: 8264-001-136

AREA 1
STREET ROW
REQUIRED
APN: 8264-001-137

AREA 1
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
APN: 8264-001-137

AREA 1
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
APN: 8264-001-136/137
AREA: 1,791 S.F.±
0.041 ACRES±

AREA 2
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
APN: 8264-001-136/137
AREA: 3,678 S.F.±
0.084 ACRES±

AREA 1
STREET ROW REQUIRED
APN: 8264-001-136/137
AREA: 1,318 S.F.±
0.030 ACRES±

AREA 2
STREET ROW REQUIRED
APN: 8264-001-136/137
AREA: 20,621 S.F.±
0.473 ACRES±

Prepared by:

CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336
Job No. CIP-STR-19-047-B
JANUARY, 2024

RESOLUTION NO. CC 2024-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING THE NECESSITY TO CONDEMN REAL PROPERTY IN CONNECTION WITH THE GALE AVENUE REALIGNMENT PROJECT AT AZUSA (FISCAL YEAR 2024-25 BUDGET – CAPITAL IMPROVEMENT PROGRAM NO. 2.N), FOR ROADWAY IMPROVEMENTS ON GALE AVENUE AND DEVELOPMENT OF TWO NEW ACCESS ROADS NORTH/NORTHWEST OF THE REALIGNED ROAD ON AN OVERALL 20.7-ACRE PROJECT SITE; MAKING FINDINGS AND DETERMINATIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AND APPLICATIONS FOR POSSESSION PRIOR TO JUDGMENT; DRAW AND DEPOSIT WARRANTS (PORTIONS OF LEGACY POINT, LLC PARCELS (APN 8264-001-138, -139, -140, AND -141; 17351 GALE AVENUE, CITY OF INDUSTRY, CA) WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND)

WHEREAS, the City of Industry wishes to acquire the real property described herein for public use by the exercise of the power of eminent domain. The property is required for the project to realign Gale Avenue at Azusa and for the development of two new access roads north/northwest of the realigned road on an overall 20.7-acre project site (“Project”); and

WHEREAS, pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, written notice of the intent to consider the adoption of this Resolution of Necessity was sent on October 15, 2024, to the owner of record of the said property; and

WHEREAS, due consideration for all oral and documentary evidence introduced has been given.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, BY A VOTE OF FOUR OR MORE OF ITS MEMBERS, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

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

SECTION 2. The findings and declarations contained in this Resolution are based upon the record before the City Council on September 12, 2024 when the City Council approved the IS/MND for the Project, and on October 31, 2024, when the City Council received and discussed the Staff Report accompanying this resolution, and the testimony, records and documents produced at such hearings, all of which are incorporated by this reference.

SECTION 3. The property to be acquired is:
Legacy Point, LLC, 17351 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-138, -139, -140 and -141). The property to be acquired consists of 318,093 square feet of permanent fee acquisition and 233,522 square feet of temporary construction

easements, more or less, more specifically described in **Exhibits A and B** attached hereto and made a part hereof. The temporary construction easements will be used for all reasonably necessary construction activities to construct the Project, including but not limited to stockpiling of earth material and road construction activities, and will commence upon the commencement of construction and will terminate twelve (12) months thereafter.

SECTION 4. The property is to be acquired for the Project, pursuant to the authority granted in Government Code sections 37350.5, 40401 and 40404; Title 7 Part 3 of the Code of Civil Procedure; and other provisions of law.

SECTION 5. The City prepared the Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with California Environmental Quality Act (CEQA). The City Council approved the Project and adopted the IS/MND on September 12, 2024.

SECTION 6. Pursuant to Code of Civil Procedure section 1240.410, the acquisition of the portion of the subject real property needed in fee for the Project would leave a remnant remainder parcel. Therefore, the entirety of the real property needed in fee for the Project, in addition to said remnant parcel, are sought to be acquired pursuant to this Resolution.

SECTION 7. The public interest and necessity require the Project.

SECTION 8. The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury.

SECTION 9. The real property interests described herein are necessary for the Project.

SECTION 10. The offer required by Section 7267.2 of the Government Code has been made to the owner of record.

SECTION 11. Special counsel, Price, Postel & Parma LLP are hereby AUTHORIZED AND EMPOWERED:

- a. To acquire in the name of the City of Industry, by condemnation, the said property in accordance with the provisions of the eminent domain law, the Code of Civil Procedure, the Government Code and the Constitution of California; and
- b. To prepare and prosecute in the name of the City of Industry, such proceedings in the proper court as are necessary for such acquisitions; and

- c. To deposit the probable amounts of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Industry to take immediate possession and use said property for said public uses and purposes.

SECTION 12. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 13. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on October 31, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

PARCEL 1-F (FEE)

A PORTION OF LOTS 1-35, INCLUSIVE OF BLOCK "A", PORTION OF LOTS 1-17, INCLUSIVE OF BLOCK "B", A PORTION OF BLOCK "C", BLOCK "G", TOWN OF ROWLAND, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWING ON A MAP FILED IN BOOK 4 PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, ALONG WITH A PORTION OF FIRST STREET (60.00 FEET) AS DEDICATED ON THE MAP OF THE TOWN OF ROWLAND VACATED BY THE ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, RECORDED MAY 15, 1957 IN BOOK 54512 PAGE 52 OF OFFICIAL RECORDS, A PORTION OF OLIVE STREET (60.00 FEET WIDE) AS DEDICATED ON THE MAP OF THE TOWN OF ROWLAND VACATED BY RESOLUTION NO.47 OF SAID CITY OF INDUSTRY AND RECORDED NOVEMBER 27, 1957 IN BOOK 56151 PAGE 24, OFFICIAL RECORDS AND ALONG WITH A PORTION OF DEPOT STREET (60.00 FEET WIDE) AS DEDICATED ON THE MAP OF THE TOWN OF ROWLAND, VACATED BY THE ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 31, 1980 AS INSTRUMENT NO. 80-1316607, ALL OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF BLOCK "G" OF THE TOWN OF ROWLAND, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF GALE AVENUE (60.00 FEET WIDE) AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK D-1523 PAGE 453 OF OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF BLOCK "G", BLOCK "B", AND THE NORTHWESTERLY LINE OF GALE AVENUE (60.00 FEET WIDE) NORTH 64°06'14" WEST 805.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE LEAVING THE SOUTHWESTERLY LINE OF BLOCK "B" AND CONTINUING NORTHWESTERLY ALONG SAID CURVE AND THE NORTHEASTERLY LINE OF GALE AVENUE (60.00 FEET WIDE) 231.10 FEET THROUGH A CENTRAL ANGLE OF 49°02'24" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 330.00 FEET; A RADIAL LINE THROUGH SAID POINT OF REVERSE CURVE BEARS NORTH 74°56'10" EAST; THENCE NORTHWESTERLY AND WESTERLY 349.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°35'38" TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 85.00 EASTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF AZUSA AVENUE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN LAND DESCRIBED AS VACATION OF DEPOT STREET IN THE CITY OF INDUSTRY RESOLUTION No.1361, RECORDED AS INSTRUMENT No.89-665143 OF OFFICIAL RECORDS; THENCE ALONG SAID PARALLEL NORTH 05°34'19" EAST A DISTANCE OF 78.77 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET, A RADIAL LINE THAT BEARS NORTH 84°25'41" WEST TO A POINT HEREINAFTER CALLED POINT "A"; THENCE SOUTHERLY ALONG SAID CURVE AND LEAVING SAID PARALLEL LINE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 54.98 FEET; THENCE SOUTH 84°25'41" EAST A DISTANCE OF 154.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 768.56 FEET, A RADIAL LINE THAT BEARS NORTH 05°49'04" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'06", AN ARC DISTANCE OF 97.27 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 306.00 FEET, A RADIAL LINE THAT BEARS NORTH 13°18'47" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°02'43", AN ARC DISTANCE OF 75.01 FEET; THENCE SOUTH 62°38'30" EAST A DISTANCE OF 73.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 294.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

EXHIBIT A

OF 01°33'46", AN ARC DISTANCE OF 8.02 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 535.90 FEET, A RADIAL LINE THAT BEARS NORTH 20°54'10" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°12'48", AN ARC DISTANCE OF 366.77 FEET TO A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE SOUTH 34°46'35" EAST A DISTANCE OF 191.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 39.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 107°44'54", AN ARC DISTANCE OF 73.34 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°34'44", AN ARC DISTANCE OF 20.21 FEET; THENCE NORTH 25°53'46" EAST A DISTANCE OF 359.65 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 39.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 61.26 FEET; THENCE NORTH 64°06'14" WEST A DISTANCE OF 367.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 94.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°34'41", AN ARC DISTANCE OF 45.24 FEET; THENCE SOUTH 88°19'05" WEST A DISTANCE OF 42.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 48.00 FEET; THENCE WESTERLY, NORTHWESTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 207°19'31", AN ARC DISTANCE OF 173.69 FEET TO A NON-TANGENT LINE ALSO BEING THE NORTHEASTERLY LINE OF DEPOT STREET (60 FEET WIDE) AS SHOWN ON SAID MAP, TOWN OF ROWLAND; THENCE ALONG SAID NORTHEASTERLY LINE OF DEPOT STREET SOUTH 64°06'14" EAST A DISTANCE OF 849.82 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID BLOCK "C"; THENCE SOUTH 25°53'46" WEST A DISTANCE OF 60.00 FEET TO A POINT THAT IS PARALLEL WITH AND DISTANT 60.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF DEPOT STREET (60 FEET WIDE) SAID POINT ALSO HEREINAFTER CALLED POINT "B"; THENCE ALONG SAID PARALLEL LINE NORTH 64°06'14" WEST A DISTANCE OF 240.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 39.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 61.26 FEET; THENCE SOUTH 25°53'46" WEST A DISTANCE OF 352.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°19'23", AN ARC DISTANCE OF 74.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 39.00 FEET, A RADIAL LINE THAT BEARS NORTH 42°46'51" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°42'09", AN ARC DISTANCE OF 58.34 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 591.97, A RADIAL LINE THAT BEARS SOUTH 51°31'00" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°37'54", AN ARC DISTANCE OF 264.82 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 568.87, A RADIAL LINE THAT BEARS SOUTH 28°16'36" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°45'50", AN ARC DISTANCE OF 17.51 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOCK "G" DISTANT NORTH 25°53'46" EAST 27.03 FEET FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK "G"; THENCE SOUTH 25°53'46" WEST A DISTANCE OF 27.03 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND LYING WITHIN DEPOT STREET (60 FEET WIDE), VACATED BY THE ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 31, 1980 AS INSTRUMENT NO. 80-1316607, OF OFFICIAL RECORDS, BOUNDED ON THE NORTHWESTERLY BY A LINE PARALLEL WITH AND DISTANT 200 FEET NORTHWESTERLY FROM THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF BLOCK "C", PER TOWN OF ROWLAND, ALSO BOUNDED ON THE NORTHEASTERLY BY A LINE PARALLEL WITH AND DISTANT 30 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SAID BLOCK "C", ALSO BOUNDED ON THE SOUTHEASTERLY BY THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID BLOCK "C".

CONTAINING WITHIN ABOVE DESCRIPTION OF 318,093 SQUARE FEET 7.302 ACRES, MORE OR LESS.

PARCEL 1-T (TCE):

BEING A 10 FOOT WIDE STRIP OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT, CONCENTRIC AND LYING NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY, THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE ABOVE DESCRIBED AS POINT "A", THENCE ALONG A CURVE HAVING A RADIUS OF 35.00 FEET, A RADIAL LINE THAT BEARS NORTH 84°25'41" WEST; THENCE SOUTHERLY ALONG SAID CURVE AND LEAVING SAID PARALLEL LINE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 54.98 FEET; THENCE SOUTH 84°25'41" EAST A DISTANCE OF 154.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 768.56 FEET, A RADIAL LINE THAT BEARS NORTH 05°49'04" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'06", AN ARC DISTANCE OF 97.27 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 306.00 FEET, A RADIAL LINE THAT BEARS NORTH 13°18'47" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°02'43", AN ARC DISTANCE OF 75.01 FEET; THENCE SOUTH 62°38'30" EAST A DISTANCE OF 73.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 294.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'46", AN ARC DISTANCE OF 8.02 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 535.90 FEET, A RADIAL LINE THAT BEARS NORTH 20°54'10" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°12'48", AN ARC DISTANCE OF 366.77 FEET TO A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE SOUTH 34°46'35" EAST A DISTANCE OF 191.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 39.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 107°44'54", AN ARC DISTANCE OF 73.34 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°34'44", AN ARC DISTANCE OF 20.21 FEET; THENCE NORTH 25°53'46" EAST A DISTANCE OF 359.65 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 39.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 61.26 FEET; THENCE NORTH 64°06'14" WEST A DISTANCE OF 367.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 94.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°34'41", AN ARC DISTANCE OF 45.24 FEET; THENCE SOUTH 88°19'05" WEST A DISTANCE OF 42.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE

WESTERLY HAVING A RADIUS OF 48.00 FEET; THENCE WESTERLY, NORTHWESTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 207°19'31", AN ARC DISTANCE OF 173.69 FEET TO A NON-TANGENT LINE ALSO BEING THE NORTHEASTERLY LINE OF DEPOT STREET (60 FEET WIDE) AS SHOWN ON SAID MAP, TOWN OF ROWLAND AND THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR PROLONGED AS TO TERMINATE TO THEIR PERSPECTIVE BOUNDARIES.

CONTAINING WITHIN ABOVE DESCRIPTION 21,363 SQUARE FEET, 0.490 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 2-T (TCE):

BEING A 10 FOOT WIDE STRIP OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT, CONCENTRIC WITH AND LYING SOUTHWESTERLY, SOUTHEASTERLY AND NORTHEASTERLY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE ABOVE DESCRIBED AS POINT "B"; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF DEPOT STREET (60 FEET WIDE) NORTH 64°06'14" WEST A DISTANCE OF 240.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 39.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 61.26 FEET; THENCE SOUTH 25°53'46" WEST A DISTANCE OF 352.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°19'23", AN ARC DISTANCE OF 74.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 39.00 FEET, A RADIAL LINE THAT BEARS NORTH 42°46'51" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°42'09", AN ARC DISTANCE OF 58.34 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 591.97, A RADIAL LINE THAT BEARS SOUTH 51°31'00" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°37'54", AN ARC DISTANCE OF 264.82 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 568.87, A RADIAL LINE THAT BEARS SOUTH 28°16'36" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°45'50", AN ARC DISTANCE OF 17.51 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOCK "G" DISTANT NORTH 25°53'46" EAST 27.03 FEET FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK "G" AND THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR PROLONGED AS TO TERMINATE TO THEIR PERSPECTIVE BOUNDARIES.

CONTAINING WITHIN ABOVE DESCRIPTION 10,541 SQUARE FEET, 0.242 ACRES MORE OR LESS.

ALSO TOGETHER WITH

PARCEL 3-T (TCE STOCKPILE):

A PORTION OF BLOCK "A", TOWN OF ROWLAND, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWING ON A MAP FILED IN BOOK 4 PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, ALONG WITH A PORTION OF DEPOT STREET (60.00 FEET WIDE) AS DEDICATED ON THE MAP OF THE TOWN OF ROWLAND, VACATED BY THE ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, RECORDED DECEMBER 31, 1980 AS INSTRUMENT NO. 80-1316607, OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID BLOCK "A", TOWN OF ROWLAND; THENCE ALONG THE NORTHEASTERLY LINE OF SAID BLOCK "A" SOUTH 64°06'14" EAST, 264.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 25°53'46" EAST, 15.00 FEET TO A LINE PARALLEL WITH AND DISTANT 15.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SAID BLOCK "A"; THENCE ALONG SAID PARALLEL LINE SOUTH 64°06'14" EAST, 364.47 FEET TO THE BEGINNING OF A CUSP OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 58.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 61°08'32" WEST; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 120°32'23", AN ARC DISTANCE OF 122.02 FEET; THENCE NORTH 88°19'05" EAST, 42.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 84.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°34'41", AN ARC DISTANCE OF 40.43 FEET TO A POINT ON A LINE THAT IS PARALLE WITH AND DISTANT 10.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID BLOCK "A"; THENCE ALONG SAID PARALLEL LINE SOUTH 64°06'14" EAST, 210.83 FEET; THENCE LEAVING LAST MENTIONED PARALLEL LINE, SOUTH 25°53'46" WEST, 346.85 FEET; THENCE NORTH 34°46'35" WEST, 28.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 545.90 FEET AND A RADIAL TO SAID CURVE BEARS NORTH 60°04'16" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°07'22", AN ARC DISTANCE OF 372.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 284.00 FEET, A RADIAL LINE THAT BEARS NORTH 20°54'10" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°28'40", AN ARC DISTANCE OF 7.33 FEET; THENCE NORTH 62°38'30" WEST, 73.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 316.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°02'57", AN ARC DISTANCE OF 77.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 778.56 FEET, A RADIAL LINE THAT BEARS NORTH 13°18'47" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'18", AN ARC DISTANCE OF 98.58 FEET; THENCE NORTH 84°25'41" WEST, 113.32 FEET; THENCE NORTH 25°53'46" EAST 323.27 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING WITHIN SAID DESCRIPTION 201,618 SQUARE FEET, 4.628 ACRES MORE OR LESS.

APN: 8264-001-138
 APN: 8264-001-140

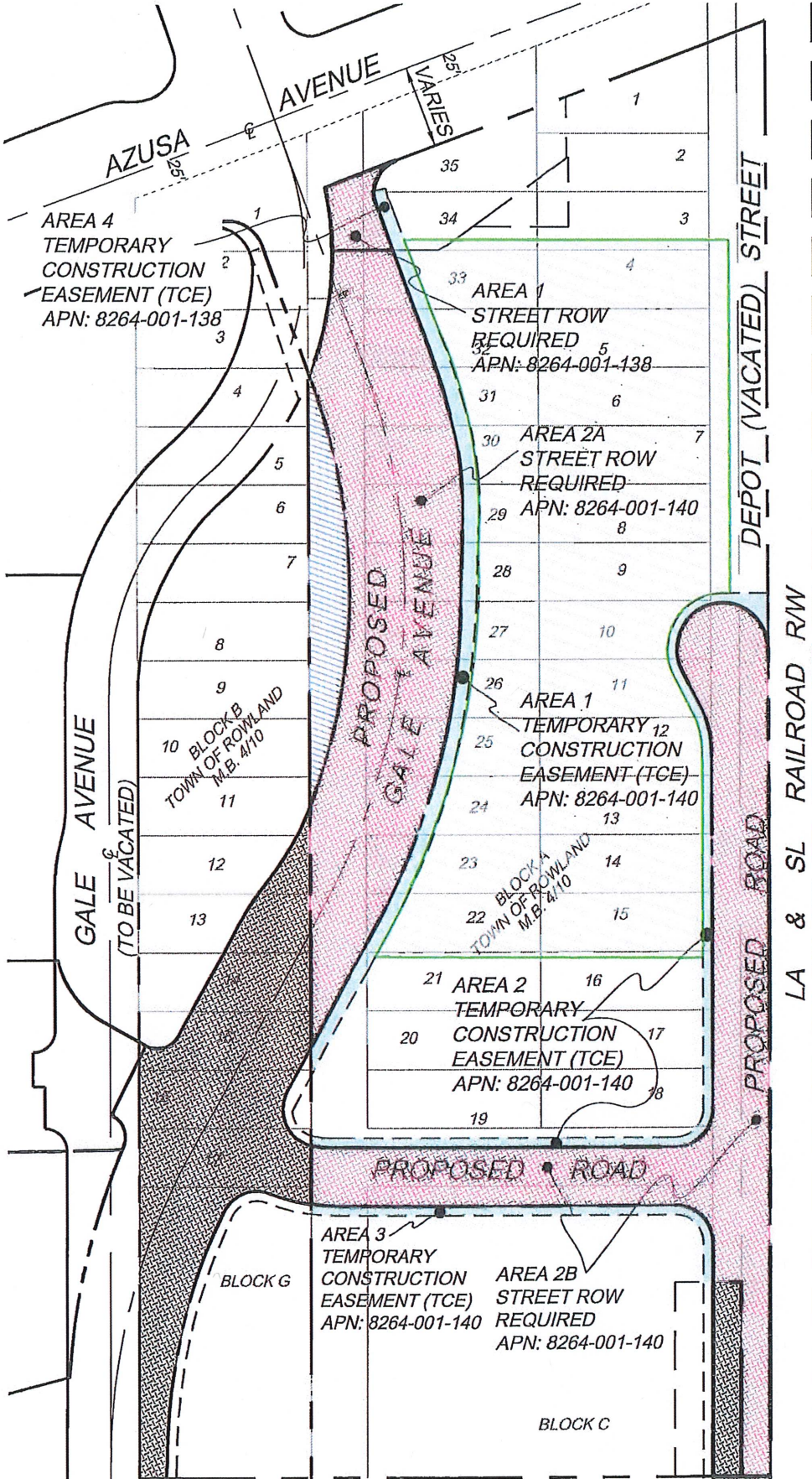
EXHIBIT "B"










CITY OF INDUSTRY, CALIFORNIA

Sheet 2 of 2



NOT TO SCALE



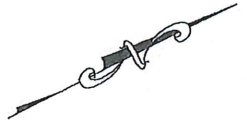
- 
AREA 1
 TEMPORARY CONSTRUCTION EASEMENT (TCE)
 APN: 8264-001-140
 AREA: 13,793 S.F.±
 0.317 ACRES±
- 
AREA 2
 TEMPORARY CONSTRUCTION EASEMENT (TCE)
 APN: 8264-001-140
 AREA: 10,966 S.F.±
 0.252 ACRES±
- 
AREA 3
 TEMPORARY CONSTRUCTION EASEMENT (TCE)
 APN: 8264-001-140
 AREA: 4,748 S.F.±
 0.109 ACRES±
- 
AREA 4
 TEMPORARY CONSTRUCTION EASEMENT (TCE)
 APN: 8264-001-138
 AREA: 970 S.F.±
 0.022 ACRES±
- 
AREA 1
 STREET ROW REQUIRED
 APN: 8264-001-138
 AREA: 4,122 S.F.±
 0.095 ACRES±
- 
AREA 2A
 STREET ROW REQUIRED
 APN: 8264-001-140
 TOTAL AREA: 82,756 S.F.±
 1.900 ACRES±
- 
AREA 2B
 STREET ROW REQUIRED
 APN: 8264-001-140
 TOTAL AREA: 76,143 S.F.±
 1.748 ACRES±
- 
TEMPORARY CONSTRUCTION EASEMENT (TCE) STOCKPILE
 APN: 8264-001-140
 TOTAL AREA: 200,323 S.F.±
 4.599 ACRES±
- 
PROPERTY ACQUISITION
 APN: 8264-001-140
 AREA: 13,021 S.F.±
 0.299 ACRES±

Prepared by:

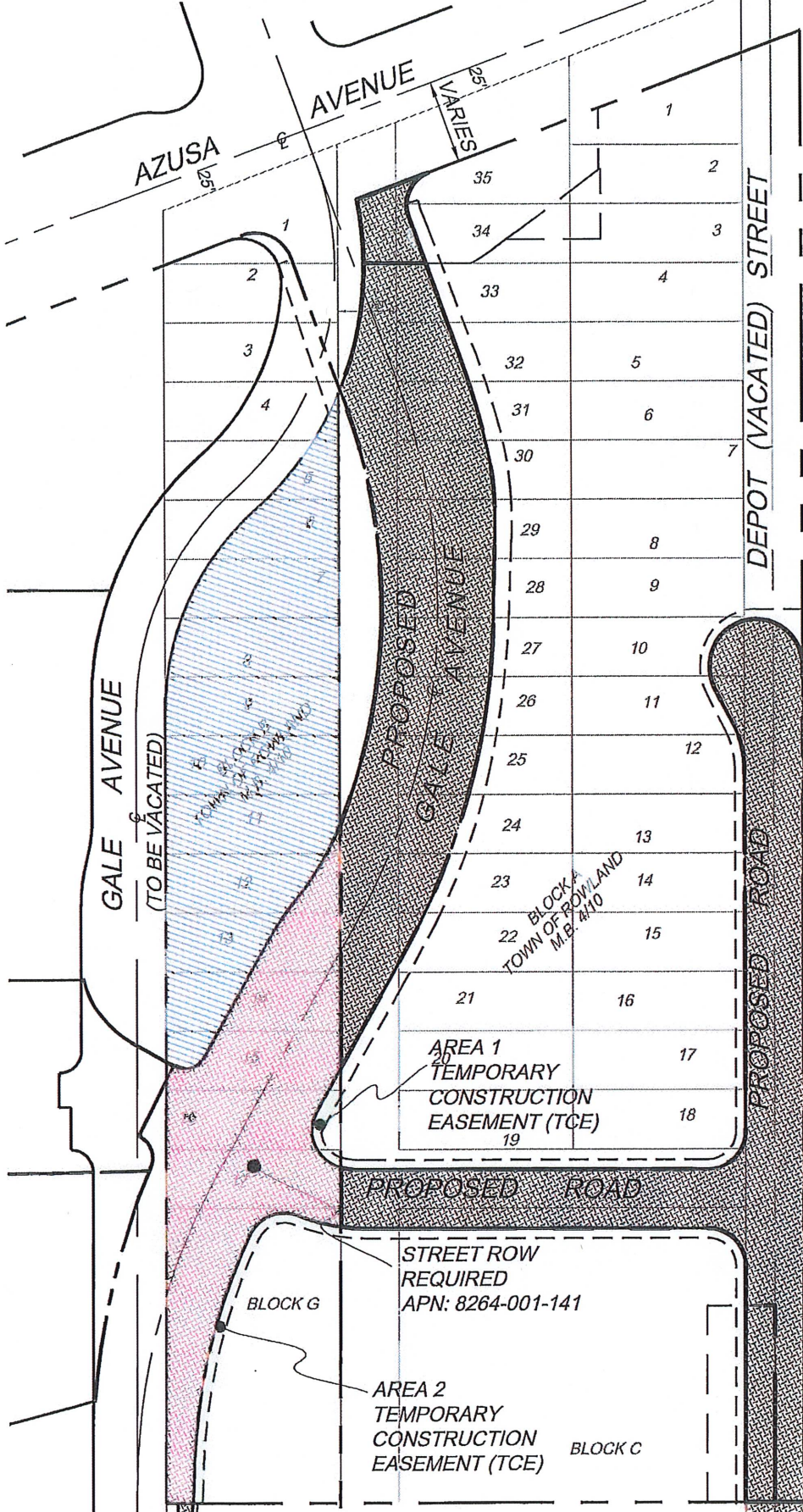
CNC ENGINEERING
 255 N. HACIENDA BLVD, Suite 222
 CITY OF INDUSTRY, CA. 91744
 Phone (626) 333-0336
 Job No. CIP-STR-19-047-B
 JANUARY, 2024

Legal No. 1034

CITY OF INDUSTRY, CALIFORNIA





NOT TO SCALE



AREA 1
 TEMPORARY CONSTRUCTION
 EASEMENT (TCE)
 APN: 8264-001-141
 AREA: 1,207 S.F.±
 0.028 ACRES±

AREA 2
 TEMPORARY CONSTRUCTION
 EASEMENT (TCE)
 APN: 8264-001-141
 AREA: 3,788 S.F.±
 0.087 ACRES±

 **STREET ROW REQUIRED**
 APN: 8264-001-141
 AREA: 57,953 S.F.±
 1.330 ACRES±

 **PROPERTY AQUISITION**
 APN: 8264-001-141
 AREA: 82,102 S.F.±
 1.885 ACRES±

AREA 1
 TEMPORARY
 CONSTRUCTION
 EASEMENT (TCE)
 19

**STREET ROW
 REQUIRED**
 APN: 8264-001-141

AREA 2
 TEMPORARY
 CONSTRUCTION
 EASEMENT (TCE)
 BLOCK C

RESOLUTION CC 2024-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING THE NECESSITY TO CONDEMN REAL PROPERTY IN CONNECTION WITH THE GALE AVENUE REALIGNMENT PROJECT AT AZUSA (FISCAL YEAR 2024-25 BUDGET – CAPITAL IMPROVEMENT PROGRAM NO. 2.N), FOR ROADWAY IMPROVEMENTS ON GALE AVENUE AND DEVELOPMENT OF TWO NEW ACCESS ROADS NORTH/NORTHWEST OF THE REALIGNED ROAD ON AN OVERALL 20.7-ACRE PROJECT SITE; MAKING FINDINGS AND DETERMINATIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AND APPLICATIONS FOR POSSESSION PRIOR TO JUDGMENT; DRAW AND DEPOSIT WARRANTS (PORTIONS OF PUENTE HILLS ASSOCIATES, LLC PARCELS (APN 8264-001-112 AND -128; 17405-17435 GALE AVENUE, CITY OF INDUSTRY, CA) WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND)

WHEREAS, the City of Industry wishes to acquire the real property described herein for public use by the exercise of the power of eminent domain. The property is required for the project to realign Gale Avenue at Azusa and for the development of two new access roads north/northwest of the realigned road on an overall 20.7-acre project site (“Project”); and

WHEREAS, pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, written notice of the intent to consider the adoption of this Resolution of Necessity was sent on October 15, 2024, to the owner of record of the said property; and

WHEREAS, due consideration for all oral and documentary evidence introduced has been given.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, BY A VOTE OF FOUR OR MORE OF ITS MEMBERS, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

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

SECTION 2. The findings and declarations contained in this Resolution are based upon the record before the City Council on September 12, 2024 when the City Council approved the IS/MND for the Project, and on October 31, 2024, when the City Council received and discussed the Staff Report accompanying this resolution, and the testimony, records and documents produced at the hearing, all of which are incorporated by this reference.

SECTION 3. The property to be acquired is:

Puente Hills Associates, LLC, 17405-17435 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-112 and -128). The property to be acquired consists of 25,641

square feet of permanent fee acquisitions and 5,947 square feet, more or less, of temporary construction easements, more specifically described in **Exhibits A and B** attached hereto and made a part hereof. The temporary construction easements will be used for all reasonably necessary construction activities to construct the Project, and will commence upon commencement of construction and will terminate twelve (12) months thereafter.

SECTION 4. The property is to be acquired for the Project, pursuant to the authority granted in Government Code sections 37350.5, 40401 and 40404; Title 7 Part 3 of the Code of Civil Procedure; and other provisions of law.

SECTION 5. The City prepared the Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with California Environmental Quality Act (CEQA). The City Council approved the Project and adopted the IS/MND on September 12, 2024.

SECTION 6. The public interest and necessity require the Project.

SECTION 7. The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury.

SECTION 8. The real property interests described herein are necessary for the Project.

SECTION 9. The offer required by Section 7267.2 of the Government Code has been made to the owner of record.

SECTION 10. Special counsel, Price, Postel & Parma LLP are hereby AUTHORIZED AND EMPOWERED:

- a. To acquire in the name of the City of Industry, by condemnation, the said property in accordance with the provisions of the eminent domain law, the Code of Civil Procedure, the Government Code and the Constitution of California; and
- b. To prepare and prosecute in the name of the City of Industry, such proceedings in the proper court as are necessary for such acquisitions; and
- c. To deposit the probable amounts of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Industry to take immediate possession and use said property for said public uses and purposes.

SECTION 11. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or

inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 12. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on October 31, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

EXHIBIT "A"

PARCEL 1-F (FEE)

THOSE PORTIONS OF PARCEL 2 AS SHOWN PER PARCEL MAP NO. 105, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED JUNE 29, 1977 IN MAP BOOK 81, PAGE 28 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY, TOGETHER WITH THAT PORTION OF DEPOT STREET, 60.00 FEET WIDE, AS SHOWN ON THE MAP OF TOWN OF ROWLAND, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING BETWEEN THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF BLOCK D OF SAID TOWN OF ROWLAND AND THE NORTHEASTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 396.11 FEET, MEASURED AT RIGHT ANGLES, FROM THE SAID NORTHWESTERLY LINE OF SAID BLOCK D OF SAID TOWN OF ROWLAND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID PARCEL 2 AND ITS INTERSECT WITH THE NORTHEASTERLY LINE OF SAID DEPOT STREET (60.00 FEET WIDE); THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF DEPOT STREET, SOUTH 64°06'14" EAST, 396.11 FEET TO THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 2 WITH SAID NORTHEASTERLY LINE OF DEPOT STREET; THENCE LEAVING SAID NORTHEASTERLY LINE OF DEPOT STREET AND ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 25°53'46" WEST, 65.30 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 62°06'14" WEST TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE ALONG LAST SAID NORTHEASTERLY LINE, NORTH 64°06'14" WEST, 244.41 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 2; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID PARCEL 2, NORTH 25°53'46" EAST, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID DESCRIPTION 24,168 SQUARE FEET, 0.555 ACRES MORE OR LESS.

PARCEL 1-T (TCE)

A 10' WIDE STRIP OF LAND LYING WITHIN SAID PARCEL 2 FOR TEMPORARY CONSTRUCTION EASEMENT LYING SOUTHWESTERLY 10.00 FEET AND CONCENTRIC WITH THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR PROLONGED AS TO TERMINATE TO THEIR PERSPECTIVE BOUNDARIES.

CONTAINING WITHIN SAID DESCRIPTION 3,962 SQUARE FEET, 0.091 ACRES MORE OR LESS.

PARCEL 2-F (FEE)

A PORTION PARCEL 2 AS SHOWN ON PARCEL MAP NO. 105, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED JUNE 29, 1977 IN MAP BOOK 81, PAGE 28 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 2; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, NORTH 25°53'46" EAST, 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 12.00 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, NORTH 64°06'14" WEST 396.11 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 2; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE NORTH 25°53'46" EAST, 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 568.87 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 30°02'29" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'34", AN ARC DISTANCE OF 18.96 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 55°59'50" EAST, 65.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 294.03 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°30'24", AN ARC DISTANCE OF 33.39 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 14.00' FEET NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID PARALLEL LINE SOUTH 64°06'14" EAST 239.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,431.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'05", AN ARC DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 2; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE SOUTH 25°53'46" EAST, 1.44 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING WITHIN SAID DESCRIPTION 1,474 SQUARE FEET, 0.034 ACRES MORE OR LESS.

PARCEL 2-T (TCE)

A 5' WIDE STRIP OF LAND LYING WITHIN SAID PARCEL 2 FOR TEMPORARY CONSTRUCTION EASEMENT LYING NORTHEASTERLY 5.00 FEET AND CONCENTRIC WITH THE NORTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR PROLONGED AS TO TERMINATE TO THEIR PERSPECTIVE BOUNDARIES.

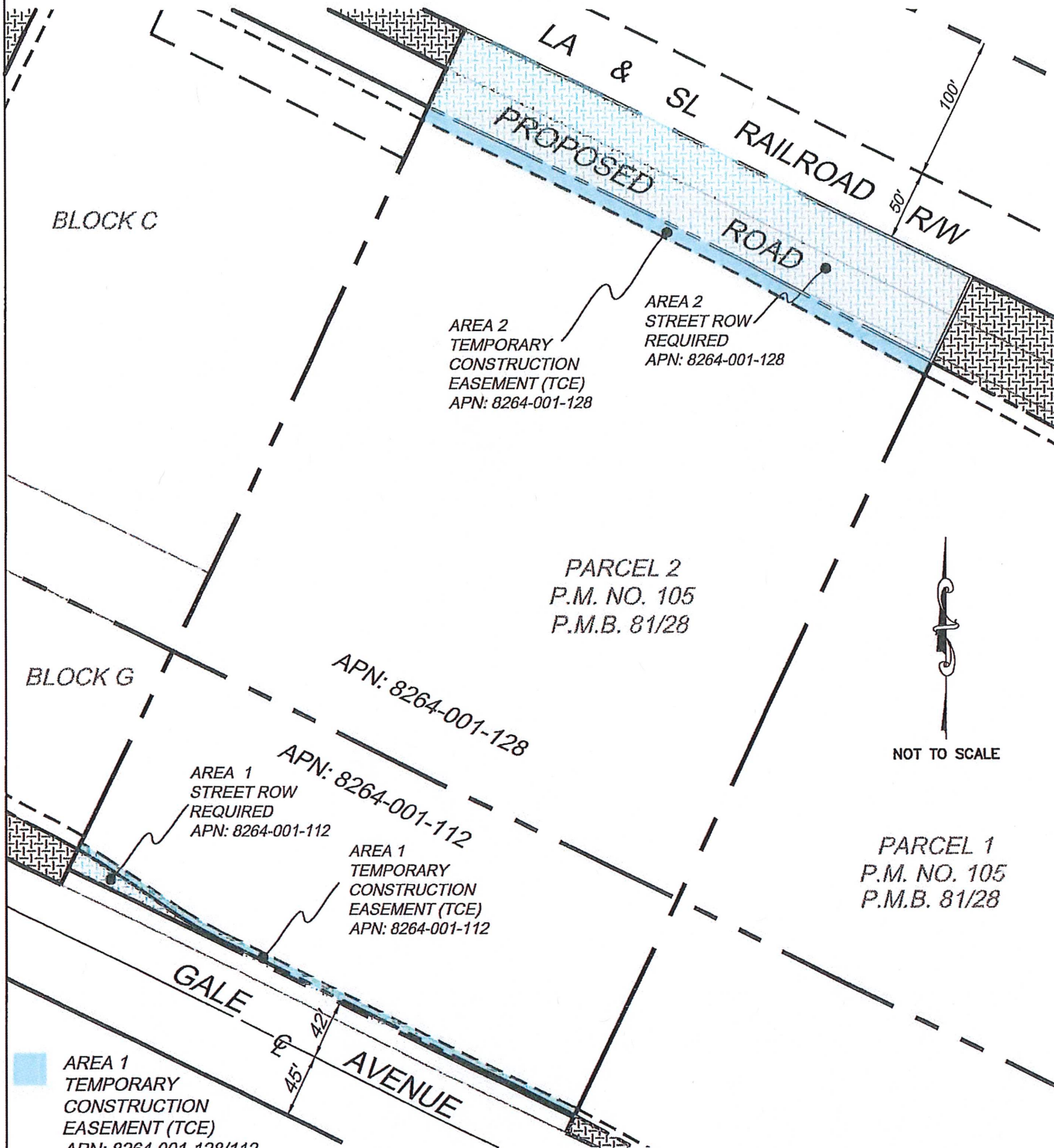
CONTAINING WITHIN SAID DESCRIPTION 1,985 SQUARE FEET, 0.046 ACRES MORE OR LESS.

APN: 8264-001-112
APN: 8264-001-128

EXHIBIT "B"

CITY OF INDUSTRY, CALIFORNIA

Sheet 2 of 2



AREA 1
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
APN: 8264-001-128/112
AREA: 1,986 S.F.±
0.046 ACRES±

AREA 2
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)
APN: 8264-001-128/112
AREA: 3,977 S.F.±
0.091 ACRES±

AREA 1
STREET ROW REQUIRED
APN: 8264-001-112
AREA: 1,483 S.F.±
0.034 ACRES±

AREA 2
STREET ROW REQUIRED
APN: 8264-001-128
AREA: 24,158 S.F.±
0.555 ACRES±

Prepared by:
CNC ENGINEERING
255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336
Job No. CIP-STR-19-047-B
JANUARY, 2024

Legal No. 1037

RESOLUTION NO. CC 2024-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING THE NECESSITY TO CONDEMN REAL PROPERTY IN CONNECTION WITH THE GALE AVENUE REALIGNMENT PROJECT AT AZUSA (FISCAL YEAR 2024-25 BUDGET – CAPITAL IMPROVEMENT PROGRAM NO. 2.N), FOR ROADWAY IMPROVEMENTS ON GALE AVENUE AND DEVELOPMENT OF TWO NEW ACCESS ROADS NORTH/NORTHWEST OF THE REALIGNED ROAD ON AN OVERALL 20.7-ACRE PROJECT SITE; MAKING FINDINGS AND DETERMINATIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AND APPLICATIONS FOR POSSESSION PRIOR TO JUDGMENT; DRAW AND DEPOSIT WARRANTS (PORTIONS OF E-HO ONE, LLC, ET AL. PARCEL (APN 8264-001-134; LOCATED WESTERLY OF 17405 GALE AVENUE, CITY OF INDUSTRY, CA) WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND)

WHEREAS, the City of Industry wishes to acquire the real property described herein for public use by the exercise of the power of eminent domain. The property is required for the project to realign Gale Avenue at Azusa and for the development of two new access roads north/northwest of the realigned road on an overall 20.7-acre project site (“Project”); and

WHEREAS, pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, written notice of the intent to consider the adoption of this resolution of necessity was sent on October 15, 2024, to the owner of record of the said property; and

WHEREAS, due consideration for all oral and documentary evidence introduced has been given.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, BY A VOTE OF FOUR OR MORE OF ITS MEMBERS, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

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

SECTION 2. The findings and declarations contained in this Resolution are based upon the record before the City Council on September 12, 2024 when the City Council approved the IS/MND for the Project, and on October 31, 2024, when the City Council received and discussed the Staff Report accompanying this Resolution, and the testimony, records and documents produced at the hearing, all of which are incorporated by this reference.

SECTION 3. The property to be acquired is:
E-Ho One, LLC, et al., Located Westerly of 17405 Gale Avenue, City of Industry, CA 91748, (APN 8264-001-134). The property to be acquired consists of 20,000 square

feet of permanent fee acquisition, more specifically described in **Exhibits A and B** attached hereto and made a part hereof.

SECTION 4. The property is to be acquired for the Project, pursuant to the authority granted in Government Code sections 37350.5, 40401 and 40404; Title 7 Part 3 of the Code of Civil Procedure; and other provisions of law.

SECTION 5. Pursuant to Code of Civil Procedure section 1240.410, the acquisition of the portion of the subject real property needed for the Project would leave a remnant remainder parcel. Therefore, the entirety of the real property is sought to be acquired pursuant to this Resolution.

SECTION 6. The City prepared the Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with California Environmental Quality Act (CEQA) for the Project. The City Council approved the Project and adopted the IS/MND on September 12, 2024.

SECTION 7. The public interest and necessity require the Project.

SECTION 8. The Project is planned or located in the manner which will be most compatible with the greatest public good and the least private injury.

SECTION 9. The real property interests described herein are necessary for the Project.

SECTION 10. The offer required by Section 7267.2 of the Government Code has been made to the owners of record.

SECTION 11. Special counsel, Price, Postel & Parma LLP are hereby AUTHORIZED AND EMPOWERED:

- a. To acquire in the name of the City of Industry, by condemnation, the said real property in accordance with the provisions of the eminent domain law, the Code of Civil Procedure, the Government Code and the Constitution of California; and
- b. To prepare and prosecute in the name of the City of Industry, such proceedings in the proper court as are necessary for such acquisition; and
- c. To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the City of Industry to take immediate possession and use said property for said public uses and purposes.

SECTION 12. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 13. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on October 31, 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk



Commitment No. NCS-1202442-SA1

EXHIBIT A

The Land referred to herein below is situated in the City of , County of Los Angeles, State of California, and is described as follows:

BEING A PORTION OF PORTION OF BLOCK "C", TOWN OF ROWLAND, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 4, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF DEPOT STREET, 60.00 FEET WIDE, AS DEDICATED IN THE MAP OF TOWN OF ROWLAND AND VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES RECORDED DECEMBER 31, 1980, AS INSTRUMENT NO. 80-13166077, OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF BLOCK "G" OF THE TOWN OF ROWLAND; THENCE ALONG THE SOUTHEASTERLY LINES OF BLOCK "G" AND BLOCK "C" AND THEIR PROLONGATION THROUGH OLIVE STREET, 60.00 FEET WIDE, VACATED PER RESOLUTION NO. 47 OF THE CITY OF INDUSTRY AND RECORDED NOVEMBER 27, 1957, IN BOOK 56561, PAGE 24 OF OFFICIAL RECORDS OF SAID COUNTY, NORTH 25° 53' 46" EAST, 530.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK "C" AND ITS NORTHEASTERLY PROLONGATION, NORTH 25° 53' 46" EAST, 100.00 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF SAID BLOCK "C"; THENCE ALONG SAID PARALLEL LINE, NORTH 64° 06' 14" WEST, 200.00 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 200.00 FEET NORTHWESTERLY AS MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF BLOCK "C" OF THE TOWN OF ROWLAND; THENCE ALONG SAID PARALLEL LINE, SOUTH 25° 53' 46" WEST, 100.00 FEET; THENCE SOUTH 64° 06' 14" EAST, 200.00 FEET TO THE TRUE POINT OF BEGINNING.

For conveyancing purposes only: APN 8264-001-134

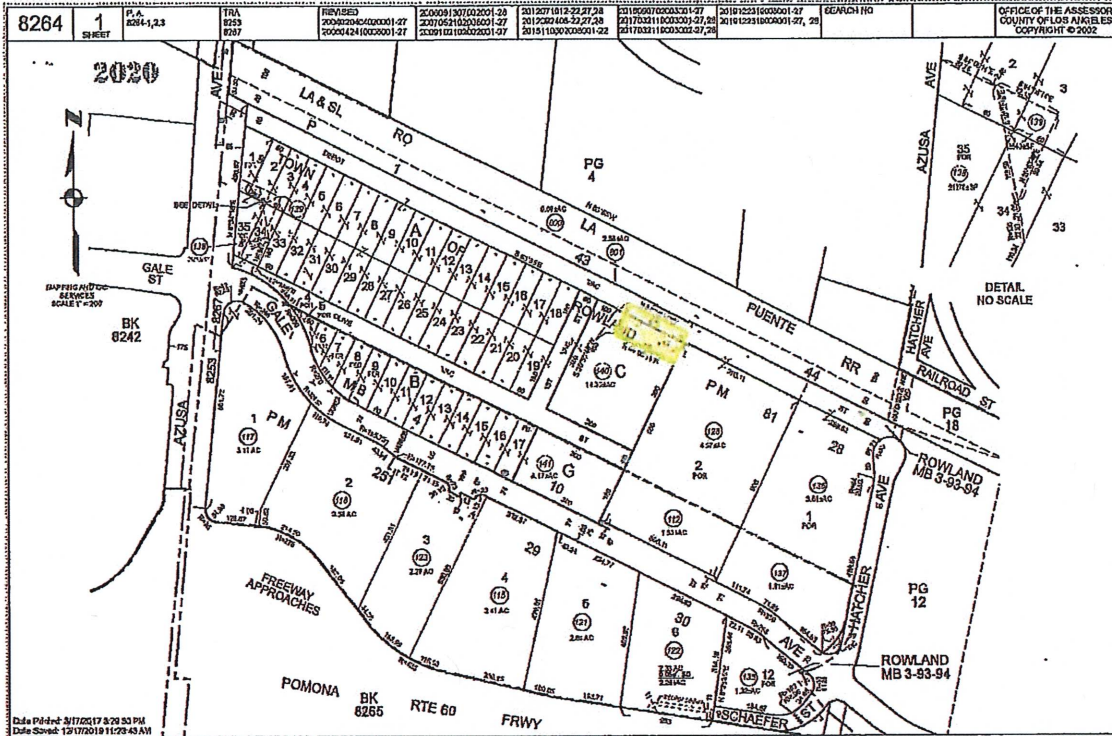
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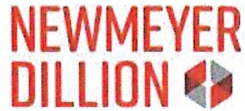
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APN: 8264-001-134



R. P. LAURAIN
& ASSOCIATES
APPRAISERS - ANALYSTS

PROPERTY OWNER CORRESPONDENCE



Newmeyer & Dillion LLP
895 Dove Street
Second Floor
Newport Beach, CA 92660
(949) 854-7000

October 23, 2024

Charles S. Krolikowski
Charles.Krolikowski@ndlf.com

VIA E-MAIL AND U.S. MAIL

Mayor Cory Moss and Councilmembers
City Council, City of Industry
15625 E. Stafford Street
City of Industry, CA 91744
COICouncil@cityofindustry.org

Julie Gutierrez-Rey
City Clerk, City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
jgrobles@cityofindustry.org

Re: Intent to Appear at October 31, 2024 Resolution of Necessity Hearings re Eminent Domain Acquisitions – Gale Avenue Project

Dear City of Industry/City Council:

This office is eminent domain counsel for Legacy Point, LLC, Legacy City Center, LLC, and Puente Hills Associates, LLC (“Owners”), the owners of the real property and improvements located at APNs 8264-001-138,-139,-140, and -141 (17351 Gale Avenue), APNs 8264-001-112 and -128 (17405-17435 Gale Avenue), and 8264-001-136 and -137 (17245 and 17475 Gale Avenue) (collectively, the “Subject Properties”).

We are in receipt of the City's notices of intent to adopt Resolutions of Necessity (“RONs”) on October 31, 2024, to authorize the City of Industry (“City”) to take portions of the Subject Properties by eminent domain for the City's Gale Avenue Realignment Project (“Project”).

This letter serves to inform the City that the Owners (through counsel or otherwise) intend to appear and be heard at the hearings for the RONs. If you have any questions, please contact the undersigned.

Very truly yours,

Charles S. Krolikowski

cc: Clients
Todd A. Amspoker, taa@ppplaw.com

5640.101 / 15983266.1



Newmeyer & Dillion LLP
895 Dove Street
Second Floor
Newport Beach, CA 92660
(949) 854-7000

October 29, 2024

Charles S. Krolikowski
Charles.Krolikowski@ndlf.com

VIA E-MAIL AND U.S. MAIL

Mayor Cory Moss and Councilmembers
City Council, City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
COICouncil@cityofindustry.org

Julie Gutierrez-Robles
City Clerk, City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
jgrobles@cityofindustry.org

Re: Objections to Adoption of Resolutions of Necessity Re:
APNs: 8264-001-138, -139, -140 and -141 (Legacy Point, LLC)
APNs: 8264-001-136 and -137 (Legacy Center, LLC)
APNs: 8264-001-112 and -128 (Puente Hills Associates, LLC)

Dear Mayor Moss and Fellow Councilmembers:

This office is eminent domain counsel for Legacy Point, LLC, Legacy City Center, LLC, and Puente Hills Associates, LLC (“Owners”), the owners of the real property and improvements located at APNs 8264-001-138,-139,-140, and -141 (17351 Gale Avenue), APNs 8264-001-112 and -128 (17405-17435 Gale Avenue), and 8264-001-136 and -137 (17245 and 17475 Gale Avenue) (collectively, the “Subject Properties”).

We are in receipt of the letters sent to the Owners via the City of Industry’s (“City”) counsel, Price, Postel & Parma, LLP, stating that the City intends to consider adopting Resolutions of Necessity (“RONs”) to take portions of the Subject Properties (“Parts Taken”) for its Gale Avenue Realignment Project (“Project”) at its public meeting on October 31, 2024. The Owners offer the below objections to the notice and adoption of the RONs and request that this letter be included as part of the permanent record on each agenda item related thereto.

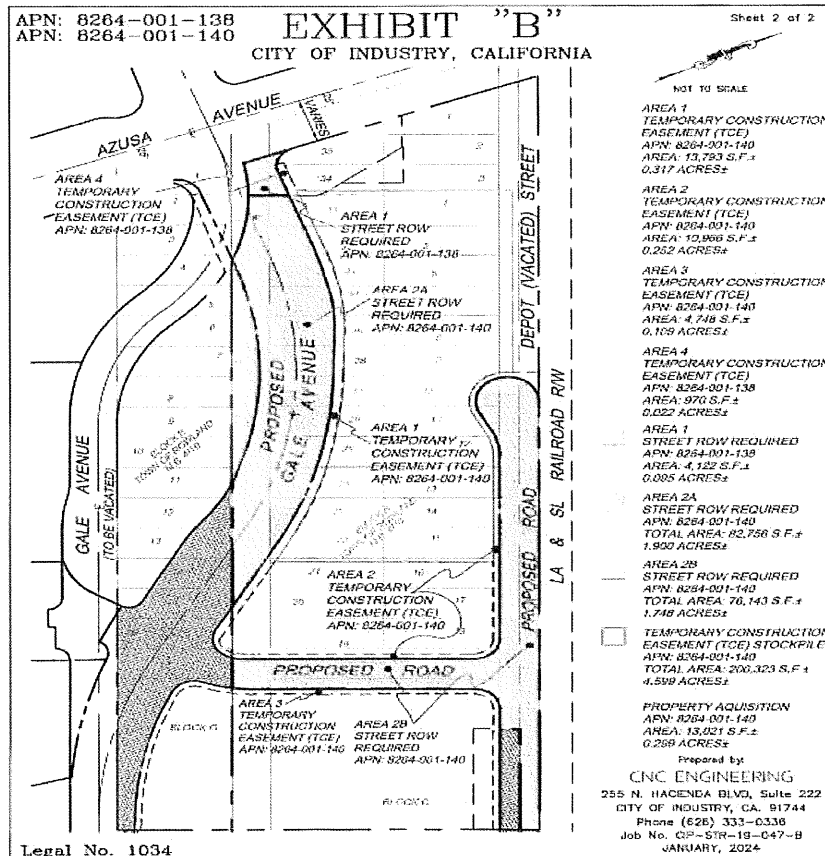
Among other objections set forth below, the Owners object to the adoption of the RONs on the following grounds that: (1) the portions of the Subject Properties sought to be acquired are not necessary for the Project; (2) the Project is not planned and/or located in a manner that will be “most compatible” with the greatest public good and least private injury; (3) the public interest and necessity do not require the Project; and (4) a compliant offer of compensation (pursuant to Government Code section 7267, et seq. and relevant case law) has not been provided to the Owner. (See Code Civ. Proc., §§ 1240.030, 1245.230; Gov. Code, §§ 7267.1, 7267.2.)

1. The City Cannot Satisfy the Necessary Elements to Adopt the RONs.

In order for the City to adopt the RONs, it must have sufficient facts to support findings for the following three criteria: (1) that the property sought to be acquired is necessary for the project; (2) that the Project is planned and located in a manner that will be the most compatible with the greatest public good and least private injury, and (3) that the public interest and necessity require the Project. (Code Civ. Proc., § 1240.030, 1245.230.) Here, the required elements to adopt the RONs cannot be satisfied as the Subject Properties are not necessary and the Project has not been planned and located to avoid or mitigate against the substantial injuries to the remainder parcels.

Instead of taking portions of the Subject Properties directly adjacent to the current Gale Avenue alignment, the Project proposes to realign Gale Avenue in a way that directly severs (almost bisects) portions of the Subject Properties into remnant parcels, as shown in Figure 1 below. Further, as part of the Project, portions of the existing Gale Avenue will be allegedly vacated leaving substantial uncertainty as to the ownership and potential uses of such land areas.

Figure 1 – Project Take Areas for Legacy Point, LLC’s Property



a. The Owners Submitted a Vested Project Application for Residential and Mixed Use Development on the Subject Properties.

On or about May 23, 2023, the Owners submitted their preliminary application for a proposed mixed-use development project at the Subject Properties, vesting the Owners with the ability to proceed with a development based upon the standards, policies and conditions in place on the date of the submittal (“Legacy Project”). (See Gov. Code, § 65941.1) The Legacy Project seeks to construct 597 residential units as an integral feature of a mixed-use project that includes 1,152 parking spaces with 102 of the units (20 percent), set aside for lower income households as defined in Government Code section 65589.5, subdivision (h)(3). The Legacy Project qualified as a project providing “housing for very low, low-, or moderate-income households” under the Housing Accountability Act (Government Code section 65589.5) (“HAA”).

As the City did not submit its housing element for approval by the State Department of Housing and Community Development (“HCD”) until July 13, 2023, and that the HCD did not deem it substantially compliant until September 11, 2023, almost four months after the Owner submitted its Legacy Project application, the Owners availed themselves of Government Code section 65589.5, subdivision (d) (“Builders’ Remedy”). Thus, the Legacy Project submittal prompted a mandatory approval of the same (despite the Subject Property’s automobile zone designation), unless the City can make certain written findings based upon a preponderance of the evidence -- which it did not and cannot.

Seeing no legal way around this option, it appears now that the City decided to take the drastic step to completely (and arbitrarily) realign Gale Avenue directly through portions of the Subject Properties with the clear intent to cause maximum impacts and otherwise destroy the Legacy Project. Indeed, the City’s plans to move forward with the acquisition and Project arose well after the Owners submitted their preliminary application in May 2023. Such actions do not support the City’s mandate to establish that the property to be taken by eminent domain is necessary for the Project. (See *Arechiga v. Housing Authority of City of Los Angeles* (1958) 159 Cal.App.2d 657, 659-660.)

Rather, assuming the City even needs to widen Gale Avenue, the City could have simply sought to take portions of the Subject Properties directly adjacent to that right of way. This would eliminate the need to vacate portions of Gale Avenue and the need to take large swaths of the Subject Properties. Such actions show that the Project was not designed to be compatible with the greatest public good as compared to the least private injury.

b. The City's Attempt to Deny the Legacy Project Constitutes an Improper Attempt to Depress the Fair Market Value of the Subject Properties Prior to Acquisition.

Following the proposed offer for the Parts Taken in April 2024, the City has attempted to deny the Owners their vested right to move forward with the Legacy Project. In its incomplete notice to the Owners' formal application for the Legacy Project in December 14, 2023 ("Incomplete Notice"), the City claimed (falsely) that the Owners' preliminary application was incomplete. Even aside from the fact that the Incomplete Notice was sent **seven months after the preliminary application was submitted**, the City had no statutory authority to even deem the preliminary application incomplete in the first instance.

Despite the fatal defects of the purported Incomplete Notice, the Owners still submitted all of the requested information in response to the same. Thereafter, the City provided notice that it would not accept or process the Legacy Project as a Builder's Remedy Project on April 5, 2024. Following an appeal of that decision to the City Council, the City simply refused to honor the Legacy Project's builder's remedy status. Thus, on May 30, 2024, the City Council took a final vote to refuse processing the Legacy Project application, which prompted Legacy Point, LLC's current litigation against the City.

The City's above actions run roughshod through the "project influence rule," a well-established precedent in the Eminent Domain Law. The "project influence rule," codified in Code of Civil Procedure section 1263.330, requires that "in determining [a property's] fair market value, including its highest and best use and the reasonable probability of a zoning change, any increase or decrease in the property's value caused by the project itself [or any preliminary actions for which the property is condemned] may not be considered." (*City of San Diego v. Rancho Penasquitos Partnership* (2003) 105 Cal.App.4th 1013, 1028.) This rule was established to prevent government entities from taking actions to otherwise depress the value of real property they intend to take for a project prior to acquisition of the same. (*City of Perris v. Stamper* (2016) 1 Cal.5th 576, 600; *Rancho Penasquitos, supra*, 105 Cal.App.4th at 1038.)

This means that the City's deliberate actions to deny the Legacy Project despite the legal requirement to approve the same, cannot be taken into account in assessing the just compensation (including the highest and best use) for the Subject Properties. (See *City of San Diego v. Barratt American Inc.* (2005) 128 Cal.App.4th 917, 934.) Therefore, to the extent the City proceeds with its plan to limit just compensation through project-influenced actions, it not only provides a basis to challenge the taking, but also supports a claim for precondemnation damages.

c. The City's Actions Constitute Improper Precondemnation Actions in Violation of the Eminent Domain Law.

Precondemnation damages are available to a property owner when the governmental entity either acted improperly through its unreasonable delay in acquiring the property or by other unreasonable conduct prior to condemnation resulting in the property suffering a diminution in market value. (*Klopping v. City of Whittier* (1972) 8 Cal.3d 39, 50.) In addition to a loss of value, precondemnation damages can include "cost of repairs, loss of use, lost rents, lost profits, or increased operating expenses." (*Tillem v. City of Los Angeles* (1983) 142 Cal.App.3d 694.)

The City's actions in denying the Legacy Project despite the legal obligation to approve it, have directly interfered with the Owner's ability to proceed with that project and achieve the highest and best use for the Subject Property. For example, and as discussed above, the City intentionally took action to depress the Subject Property's fair market value by claiming the Legacy Point preliminary application was incomplete and even took the drastic step to prevent the Owners from proceeding with that development project altogether. This is evidence of unreasonable precondemnation conduct. (See *Joffe v. City of Huntington Park* (2011) 201 Cal.App.4th 492, 511-512.)

The above City actions constitute unreasonable precondemnation delay/conduct, which would allow the Owner to make a claim during the anticipated eminent domain process or through a separate action for inverse condemnation. (*Klopping v. City of Whittier*, *supra*, 8 Cal.3d at 50.)

2. An Offer Sufficient to Comply with the Government Code Has Not Been Made to Acquire the Subject Properties.

Along with the above actions, the City failed to make a legitimate offer of compensation to the Owner for the portions of the Subject Properties it intends to take, violating Government Code, section 7267, et seq.

Prior to the hearing on the RONS, the City has a statutory duty to make every reasonable effort to acquire property through negotiation to otherwise avoid acquisition by eminent domain. (Gov. Code, section 7267.1.) In addition, the City has a statutory duty to provide sufficient and complete valuation information in order to make a legitimate offer of compensation to property owners in a further effort to facilitate negotiated acquisitions. (Gov. Code, section 7267.2.)

While a public entity's failure to comply with the requirements of Government Code section 7267, et seq. might not give rise to an independent cause of action on account of such violation, it does constitute factual grounds upon which an objection to the right to take can be made. (*Smith v. City and County of San Francisco* (1990) 225

Cal.App.3d 38, 50-53.) Further, inflexibility with respect to the offer of compensation constitutes compensable, unreasonable precondemnation conduct. (*Tilem v. City of Los Angeles, supra*, 142 Cal.App.3d at 705.) Indeed, in *City of San Jose v. Great Oaks Water Company* (1987) 192 Cal.App.3d 1005, 1013, the Court of Appeal stated the following: "We conclude that the provisions of Government Code section 7267.2 are not merely discretionary guidelines, but mandatory requirements which must be observed by any public entity planning to initiate eminent domain proceedings through a resolution of necessity".

First, it should be noted that the appraisal statements used by the City in making its precondemnation offer did not even acknowledge the Legacy Project (a mixed-use commercial and residential project) as a potential highest and best use for the Subject Properties. Without acknowledging the legal requirements for the City to approve the Legacy Project, the City's appraiser simply states that the highest and best use of the Subject Properties (depending on the parcels) are an automobile dealership and industrial development, in line with existing zoning. Thus, by failing to acknowledge the Legacy Project, a development project which the City is legally obligated to approve, the City cannot argue it has made a reasonable valuation of the Parts Taken as the appraiser did not take into account the Subject Properties' highest and best use.

Second, the appraisal statements relied upon stale (older) comparable land sales (some dating back as far as 2016), and it failed to take into account the Project's substantial impacts to the remainder parcels. These impacts to the remainder parcels are referred to as "damages to the remainder" or "severance damages." (See Code Civ. Proc., §§ 1263.410-1263.420.) In this regard, the scope of a taking cannot be limited or downplayed, and any impact must be based upon the "**most injurious use**" possible. (See Code Civ. Proc., section 1263.420; *County of San Diego v. Bressi* (1986) 184 Cal.App.3d 112, 123, emphasis in original and added.)

Severance damages can be based upon "any factor" from the taking(s) and project that would affect the remainder property's fair market value. (*Los Angeles County Metropolitan Transportation Authority v. Continental Development Corp.* (1997) 16 Cal.4th 698, 708-709.) Further, a public entity may not sugarcoat or gloss over the potential impacts that may be caused to the property not taken as a result of the taking and/or construction or use of the project. (See, e.g., *City of Salinas v. Homer* (1980) 106 Cal.App.3d 307, 309-312; *Ellena v. State of California* (1975) 69 Cal.App.3d 245, 254-56.)

With respect to the Subject Properties, the City's offers claim that there will be no severance damages resulting from the Project. To claim no severance damages would mean that any potential purchaser would not pay a penny less for the Subject Property remainders in the after condition, when it has been completely severed by the new Gale Avenue alignment and the development potential of the same has been destroyed. Such claims are absurd.

In fact, the City's offer cannot even be considered reasonable under Government Code section 7267.2 because the Parts Taken would leave the remainder parcels on the Subject Properties in such size, shape and condition as to be significantly diminished or of little market value. One could even claim that the takings have created "uneconomic remnants" of some of the remainder parcels under Code of Civil Procedure, section 1240.410.

As can be seen from Figure 1 above, the three remainder parcels (in white) that have been severed by the newly proposed Gale Avenue are irregularly shaped, and have little (if any) development potential in the after condition. Further, the Project makes it impossible to develop the Legacy Project, which provided a highest and best use alternative for the Subject Properties. In light of these substantial impacts to the remainder parcels, the City's appraiser still determined that there were no severance damages, claiming the use and utility of the remainder land area will remain unchanged.

Thus, the City's offer of compensation was invalid under Government Code section 7267.2 because it failed to make a legitimate offer of compensation to the Owners and failed to account for the most injurious impacts to the Subject Properties when assessing severance damages.

Second, the City did not make every reasonable effort to acquire the Property through negotiation. Rather, it made one poor unilateral offer. While the Owners were actively reviewing the offer and assessing the proposed taking, the City has decided to move forward with the RONs and the Project. This inflexibility with respect to the offer of compensation is akin to unreasonable precondemnation conduct. (*Tilem v. City of Los Angeles* (1983) 142 Cal.App.3d 694, 705 [statutory directives of Government Code section 7267 *et seq.* provide a ready guide for determining whether a public agency has engaged in unreasonable or oppressive precondemnation conduct].)

3. The City is Incapable of Conducting a Fair, Legal, and Impartial Hearing on the Resolution.

Due to their involvement in designing, approving, and ultimately constructing the Project, the City has already pre-committed itself to the Project, and the adoption of the RONs here are a predetermined result. As such, any hearing by the City to allegedly "consider" the issues pertaining to the adoption of the RONs would be a sham and thus, voidable by the court. Such conduct by a public entity renders the resolution of necessity null and void. (See *Redevelopment Agency v. Norm's Slauson* (1985) 173 Cal.App.3d 1121, 1127-1129.)

The City's actions are not only legally indefensible but also expose it to substantial financial and legal risks. The City should therefore immediately cease all actions related to the adoption of the RONs until these serious legal and just

Mayor Moss and Councilmembers
October 29, 2024
Page 8

compensation issues are fully addressed. Failure to do so will result in significant legal action by Legacy, including claims for precondemnation damages and inverse condemnation.

If you have any questions or comments concerning the matters addressed in this letter, please contact me directly.

Very truly yours,



Charles S. Krolikowski

cc: Clients
Todd A. Amspoker, taa@ppplaw.com
Michael Shonafelt, mshonafelt@buchalter.com

CITY COUNCIL
ITEM NO. 7.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Joshua Nelson, City Manager
STAFF: Sam Pedroza, Assistant City Manager
DATE: 10/31/2024
SUBJECT: Consideration of a License Agreement with Jesus Rodriguez for access to the lot located at 100 North Hacienda Boulevard to utilize for the sale of Christmas Trees

BACKGROUND

Jesus Rodriguez requested permission from the City to utilize the vacant lot located at 100 N. Hacienda Boulevard to be used for the sale of Christmas trees during the period of November 25, 2024 through December 24, 2024. Mr. Rodriguez has been selling Christmas trees in the neighboring city of La Puente for many years. Granting the use of selling Christmas trees will benefit the local community.

DISCUSSION

Mr. Rodriguez will move on November 1, 2024, to prepare the area for the sale of Christmas trees. They will move out by December 31, 2024. City Staff is requesting that the City Council approve the License Agreement with Jesus Rodriguez for the sale of Christmas Trees.

FISCAL IMPACT

The City will accept a flat fee of \$2,000.00 for the use of the lot.

RECOMMENDATION

Staff recommends that the City Council approve the License Agreement.

Attachments

License Agreement with Jesus Rodriguez dated November 1, 2024

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **November 1, 2024**, (“**Effective Date**”) is entered into by and between the City of Industry, a municipal corporation (“**Licensor/City**”), and Jesus Rodriguez, an individual (“**Licensee**”) Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the City is the owner of certain property located at 100 N. Hacienda Boulevard, generally located at the southeast corner of Mayor Dave Way and Hacienda Boulevard, and Licensee desires to enter the portion of the property generally described as a parking lot, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises for the sale of Christmas trees; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A for the sale of Christmas trees and related items, and customer parking; and (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept a flat fee of Two Thousand dollars (\$2,000.00) (“**License Payment**”), for the use of the Premises. Payment shall be made to Licensor at 15625 Mayor Dave Way, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include the sale of Christmas trees and related items, and parking for patrons from November 25, 2024, through December 24, 2025. Further, Licensee shall ensure that upon close of business each day, all vehicles are locked and secured on the Premises, that all bollards are locked, and that there is sufficient lighting on the premises to deter theft, and other criminal activities. Prior to any initial entry on the Premises, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the vehicles

on the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department prior to initial entry on the Premises. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“Permits”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee’s use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee’s insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee’s insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate **January 1, 2025**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells, leases, or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly

vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensors and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensors (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensors to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensors: Joshua Nelson
City Manager
15625 Mayor Dave Way
City of Industry, CA 91744
Tel: (626) 333-2211
jnelson@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Jesus Rodriguez
INFORMATION ON FILE AT CITY HALL

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this

Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

By: _____
Joshua Nelson, City Manager

By: _____
Jesus Rodriguez, an individual

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessors Parcel Number (APN) 8208-02-5948 located at the southeast corner of Mayor Dave Way and Hacienda Boulevard, City of Industry, CA 91744. The area identified as “Project Site” in the map below identifies the area of the Premises, where the Permitted Use shall occur.



CITY COUNCIL
ITEM NO. 7.3

Backup Material will be provided prior to Meeting

CITY COUNCIL MEETING
OCTOBER 31, 2024

ITEM NO. 7.3
HANDOUT



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Moss and Members of the City Council

From: Joshua Nelson, City Manager

Staff: Bing Hyun, Assistant City Manager

Date: October 31, 2024

SUBJECT: Consideration of a License Agreement with Evans Food Group LTD., for access to the parking lot located at Workman and Temple Family Homestead Museum, to utilize as a Temporary Overflow Parking Area

Background:

Evans Food Group LTD. ("Evans") is doing parking lot improvements that requires its employees to temporarily park their vehicles away from the company's property at 15430 Proctor Avenue. As a result, Evans requested the City's permission to utilize the parking lot located at Workman and Temple Family Homestead Museum at 15415 Don Julian Road.

Discussion:

Evans' will utilize the Museum's parking lot from November 4, 2024 through November 16, 2024. City Staff is requesting that the City Council approve the License Agreement with Evans for its use of the parking lot at 15415 Don Julian Road.

Fiscal Impact:

The rate of the License Agreement is \$200.00 per day. A payment of \$2,600.00 will be due in advance.

Recommendation:

Staff recommends that the City Council approve the License Agreement.

Exhibit:

A. License Agreement with Evans Food Group LTD., dated November 4, 2024

JN/BH:yp

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated November 4, 2024, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Evans Food Group LTD, (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the City is the owner of certain property located at 15415 Don Julian Road, generally located at the northwest corner of Parriott Place and Don Julian Road (“**Premises**”), and Licensee desires to enter the portion of the property set forth in Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, Licensee desires to utilize the Premises as an overflow parking lot for its employees’ vehicles while their driveway is being paved; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, as an overflow parking area for its employees (collectively, “**Permitted Use**”), provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated as set forth in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises (as set forth in Exhibit A).

2. Licensee shall pay the Licensor, and Licensor shall accept Two Hundred Dollars (\$200.00) per day (“**License Payment**”), for the use of the Premises. Payment in full, totaling Two Thousand Six Hundred (\$2,600.00), shall be due and payable in advance. Payment shall be made to Licensor at 15625 Mayor Dave Way, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include overflow parking area for Licensee’s employee vehicles. Upon execution of this Agreement, Licensee shall provide a site

plan to the Licensor, which shall detail the configuration of the use of the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department for the Permitted Use, within 10 days of the Effective Date of this Agreement. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“Permits”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations,

property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **November 17, 2024**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon seven (7) days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor: Joshua Nelson
City Manager
15625 Mayor Dave Way
City of Industry, CA 91744
Tel: (626) 333-2211
jnelson@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Juan Rodriguez, Director of Sales
15430 East Proctor Avenue
City of Industry, CA 91745
Tel: (626) 330-4553
juane.rodriguez@benestarbrands.com

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement

shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

By: _____
Joshua Nelson, City Manager

By: _____
Juan Rodriguez, Director of Sales

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessors Parcel Number APN 8208-027-918 located at the northwest corner of Parriott Place and Don Julian Road, City of Industry, CA 91744. The area identified as "Premises" in the map below by arrows and defining yellow lines identifies the areas of the Premises, where the Permitted Use shall occur.

