



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA
FEBRUARY 22, 2018 8:30 A.M.

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

Addressing the Agency:

- ▶ **Agenda Items:** *Members of the public may address the Successor Agency on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called and prior to the individual being heard by the Successor Agency.*

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

Americans with Disabilities Act:

- ▶ *In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- ▶ *In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the Secretary of the Successor Agency during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.*

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

5. **BOARD MATTERS**

- 5.1 Consideration of Amendment No. 1 to License Agreement with OHL, USA, Inc., to extend the term for the Use of Assessor's Parcel Nos, 8719-007-928 and 8719-007-930, located at 248 North Grand Avenue

RECOMMENDED ACTION: Approve the Agreement.

- 5.2 Consideration of Grant of Permanent and Non-Exclusive Easement to Walnut Valley Water District (WVWD) from the Successor Agency to the Industry-Urban Development Agency

RECOMMENDED ACTION: Grant the Easement.

- 5.3 Consideration of the minutes of the June 23, 2016 regular meeting, June 23, 2016 special meeting, July 14, 2016 special meeting July 23, 2016 special meeting, July 28, 2016 regular meeting August 11, 2016 special meeting of the Successor Agency to the Industry Urban-Development Agency

RECOMMENDED ACTION: Approve as submitted.

6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Sacramento

Case No. 34-2017-80002718-CU-WM-GDS

- 6.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Sacramento

Case No. 34-2017-80002719-CU-WM-GDS

- 6.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Case: City of Diamond Bar v. City of Industry; City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al

Superior Court of California, County of Los Angeles

Case No. BS171295

- 6.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry; City of Industry City Council;
Successor Agency to the Industry Urban-Development Agency; Board of
Directors of the Successor Agency to the Industry Urban-Development
Agency; Oversight Board of the Successor Agency to the Industry Urban-
Development Agency; et al.
Superior Court of California Superior Court, County of Los Angeles
Case No. BS171398
- 6.5 Conference with real property negotiators pursuant to Government Code
Section 54956.8:
Property: 22751 Golden Springs Drive, Diamond Bar, CA, also
known as Assessor Parcel Numbers 8717-001-907,
8717-001-908, 8717-002-905,8717-002-906
Agency Negotiators: Paul J. Philips, Executive Director
James M. Casso, Agency Legal Counsel
Negotiating Parties: Los Angeles County Department of Parks
Parks and Recreation
Under Negotiation: Price and terms
- 6.6 Conference with real property negotiators pursuant to Government Code
Section 54956.8:
Property: Various parcels west of Grand Avenue just north of the
Pomona Freeway, City of Industry, CA, also known as
Assessor Parcel Numbers 8719-007-921, 8719-009-
904, 8719-007-930
Agency Negotiators: Paul J. Philips, Executive Director
James M. Casso, Agency Legal Counsel
Negotiating Parties: Paul J. Philips, City Manager
James M. Casso, City Attorney
Under Negotiation: Price and terms
- 6.7 Conference with real property negotiators pursuant to Government Code
Section 54956.8:
Property: 17647 Gale Avenue, City of Industry, CA also known as
Assessor Parcel Numbers 8264-012- 923, 8624-013-
913,8624-013-914
Agency Negotiators: Paul J. Philips, Executive Director
James M. Casso, Agency Legal Counsel
Negotiating Parties: Paul J. Philips, City Manager
James M. Casso, City Attorney
Under Negotiation: Price and terms
- 6.8 Conference with real property negotiators pursuant to Government Code
Section 54956.8:
Property: Southeast corner of Workman Mill Road and
Crossroads Parkway North, also known as

Assessor Parcel Number 8120-027-270
Agency Negotiators: Paul J. Philips, Executive Director
James M. Casso, Agency Legal Counsel
Negotiating Parties: Paul J. Philips, City Manager
James M. Casso, City Attorney
Under Negotiation: Price and terms

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, March 22, 2018, at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1



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

MEMORANDUM

TO: Honorable Chairman and Members of the Successor Agency to the Industry Urban-Development Agency Board

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration
Clement Calvillo, Agency Engineer, CNC Engineering *cc*
Joshua Nelson, Regional Vice President, CNC Engineering *gm*

DATE: February 22, 2018

SUBJECT: Consideration of Amendment No. 1 to License Agreement with OHL, USA, Inc. to extend the term for the Use of Assessor's Parcel Nos. 8719-007-928 and 8719-007-930, located at 248 N. Grand Avenue (MP 99-60 #13/MP 99-31 #16)

Background:

OHL, USA, Inc. ("Licensee") contacted the Successor Agency to the Industry-Urban Development Agency ("Agency") in late 2016 regarding the use of Assessor's Parcel Numbers 8719-007-928 and 8719-007-930, to temporarily stockpile soil and remove and relocate previously stockpiled soil for various construction activities associated with the Fairway Grade Separation. On or about January 26, 2017, the Agency Board approved a License Agreement ("Agreement") for said use. The original Agreement was for a term of 10 months, terminating on November 30, 2017. However, under the terms of the Agreement, the Executive Director granted one, three month extension, thereby extending the term to February 28, 2018.

Licensee has requested (Exhibit A) a one year extension to the Agreement because the Fairway Drive Grade Separation is taking longer than expected.

Discussion:

OHL, USA, Inc. will be using approximately 1.5 acres (roughly 200' x 300') of land in an area where no buildings are proposed at this time.

Fiscal Impact:

There will be no cost to the Agency should they approve this extension.

Recommendation:

- 1) Staff recommends that the Successor Agency approve and execute Amendment No. 1.

Exhibits:

- A. Extension Request from OHL, USA, Inc.
 - B. Amendment No. 1 to License Agreement with OHL, USA, Inc. for the Use of Assessor's Parcel No's. 8719-007-928 and 8719-007-930 located at 248 N. Grand Avenue
-

PJP/AG/CC/JN:jv

EXHIBIT A

Extension Request from OHL, USA, Inc.

[Attached]



January 18, 2018

Document No. 320-FL230

Paul J. Philips
Industry Urban – Development Agency
15625 E. Stafford St.
City of Industry, CA 91744

Subject: License Agreement Extension Parcel No. 8719-007-928 and 8719-007-930

Dear Mr. Philips,

Reference is made to the established License Agreement for Parcel No. 8719-007-928 and 8719-007-930, located at 284 N. Grand Ave, City of Industry 91768, between the Successor Agency to the Industry Urban-Development Agency ("Successor Agency") and OHL USA dated January 26, 2017. OHL herein formally request that the Successor Agency grant OHL and additional one (1) year extension effective February 28, 2018 for continued use of portions of the above mentioned parcels per the original License Agreement.

Should you have any further questions please feel free to contact me at (714) 319-9216.

Sincerely,
OHL-USA, Inc.

A handwritten signature in blue ink, appearing to read "Bobby Shadkam".

Bobby Shadkam
Project Manager

CC: CJ, EK, TG, BC
File:Correspondence



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED OHL USA, Inc. dba Group OHL USA, Inc. 1920 Main Street, Suite 310 Irvine CA 92614-8216 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co.		25658
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: The Charter Oak Fire Insurance Company		25615
	INSURER D: Indian Harbor Insurance Company		36940
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570069809099** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2KC03K992299IND17 SIR applies per policy terms & conditions	12/31/2017	12/31/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VT1NK-EAP-3K992306-IND-17 SIR applies per policy terms & conditions	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			VTSMJCUP3K99232ATIL17	12/31/2017	12/31/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VTRKUB3K99228717 WC AOS VTC2OUB3K99227517 WC FL	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Env Pollution			CE0742057003 SIR applies per policy terms & conditions	12/31/2017	12/31/2018	Per Occurrence \$1,000,000 Aggregate \$2,000,000

Certificate No : 570069809099

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Fairway Drive Grade Separation Project, State Project No. TCIF-6303(041), ACE Contract No. 14-01.
 Alameda Corridor - East Construction Authority and their respective elected and appointed boards, officials, officers, agents, employees and volunteers; Union Pacific Railroad Company; San Gabriel Valley Council of Governments along with its individual members; City of Industry; the county of Los Angeles, City of Diamond Bar; State of California Department of Transportation (Caltrans) and Los Angeles County Metropolitan Transportation Authority (METRO) are included as Additional Insureds in accordance with the policy provisions of the General Liability and Auto Liability policies. The insurer will provide advice of cancellation via email to each such Certificate Holders within 30 days after the First Named Insured provides

CERTIFICATE HOLDER	CANCELLATION
Alameda Corridor - East Construction Authority, et al 4900 Rivergrade Rd., Suite A120 Irwindale CA 91706 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

EXHIBIT B

Amendment No. 1 to License Agreement with OHL, USA, Inc. for the Use of
Assessor's Parcel No's. 8719-007-928 and 8719-007-930 located at 248 N.
Grand Avenue

[Attached]

**AMENDMENT NO. 1
TO LICENSE AGREEMENT**

This Amendment No. 1 to the License Agreement (“Agreement”), is made and entered into this 22nd day of February, 2018, (“Effective Date”) by and between the Successor Agency to the Industry-Urban Development Agency, a public body, corporate and politic (“Agency”) and OHL USA, Inc., dba Group OHL USA, Inc. a Delaware corporation (“Licensee”). The Agency and Licensee are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about January 26, 2017, the Agency approved the Agreement with Licensee, to enter the portion of the property generally described as a lot, Assessor’s Parcel No. 8719-007-928 and 8719-007-930, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“Premises”); and

WHEREAS, the Agreement permits Licensee to enter the Premises to temporarily stockpile soil, and remove and relocate previously stockpiled soil associated with the Fairway Grade Separation Project; and

WHEREAS, under the Agreement, 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.

WHEREAS, given delays associated with the Fairway Grade Separation Project, the Parties desire to amend the Agreement to allow Licensee to extend the term of the License Agreement for an additional year; and

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

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

AMENDMENT

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

Section 9. Term, Termination and Remedies. The first sentence of Section 9 shall be revised to read in its entirety as follows:

The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **February 28, 2019**.

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

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

By: _____
Paul J. Philips, Executive Director

Attest:

By: _____
Diane M. Schlichting, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

"LICENSEE"
OHL USA, Inc. dba Group OHL,
USA, Inc.

By: 
Ahmad Bagheri, Executive Vice President,
Western USA

EXHIBIT A TO AMENDMENT NO. 1

License Agreement with OHL, USA, Inc. dated January 26, 2017

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated January 26, 2017, (“**Effective Date**”) is entered into by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“**Licensor/Agency**”), and OHL USA, Inc., dba Group OHL USA, Inc., a Delaware Corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Agency is the owner of certain property located at 284 N. Grand Avenue, City of Industry, CA 91765 and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8719-007-928 and 8719-007-930**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to enter the Premises to temporarily stockpile soil, and remove and relocate previously stockpiled soil; 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 the Premises as a temporary soil stockpile for various construction activities associated with the Fairway Grade Separation Project, and to relocate previously stockpiled soil (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 6 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. Permitted Use. The Permitted Use is hereby further defined to include the storage and relocation of soil on the Premises. The relocation of soil shall be limited to removal from Area A to Area B, as depicted in Exhibit A. 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.

3. Maintenance of Premises. Prior to commencement of the relocation of the soil, Licensee shall install wooden planks across the surface of the location of the relocated stockpile. When the relocated stockpile is removed, Licensee shall not remove any soil below the wooden planks.

Licensee shall install dust control measures, including, but not limited to, covering of the stockpiles, and shall implement best practices on the Premises to ensure that the excavated materials do not have an impact on air quality. In no event shall any stockpile of excavated materials exceed a height of 20 feet, and all stockpiles shall be a minimum of 10 feet from the back of any sidewalk, or any other existing hardscape or landscaped area. 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, which shall include removal of the wooden planks and all stockpiled materials.

4. 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.

5. Liens.

5.1 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.

5.2 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.

6. 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.

6.1 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.

(d) Pollution Liability Insurance: Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Premises to the final disposal location, including non-owned disposal sites.

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

(a) Additional Insured Status. The Licensor and Agency Representatives, (as defined in Section 7, 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/Agency Representatives. Any insurance or self-insurance maintained by the Licensor/Agency 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/Agency 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 Agency.

(e) Waiver of Subrogation. Licensee hereby grants to Agency a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Agency 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 Agency 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 Agency. The Agency 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 Agency.

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

(i) Verification of Coverage. Licensee shall furnish the Agency 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 Agency 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 Agency 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 Agency.

7. 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 Agency 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 Agency collectively, the "Agency 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, and remediation of any Hazardous Materials deposited on the Premises by Licensee), 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 Agency and any and all Agency 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 Agency caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 7 will be limited to the extent of any contributory negligence of Licensor.

8. Hazardous Materials means any chemical, material or substance now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "pollutant or contaminant," "imminently hazardous chemical substance or mixture," "hazardous air pollutant," "toxic pollutant," or words of similar import under any local, state or federal law or under the

regulations adopted or publications promulgated pursuant thereto applicable to the Property, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. (“CERCLA”); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. The term “**Hazardous Materials**” shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto in effect as of the date of the close of any escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2012, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Premises, to adjacent properties, or to persons on or about the Premises, (ii) which causes the Premises to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Premises requires investigation, reporting or remediation under any such laws or regulations.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **November 30, 2017**. Notwithstanding the foregoing, upon written request by Licensee, the Executive Director, at his sole discretion, may grant one, three-month extension to this Agreement. 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 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 3 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, Agency 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: Paul J. Philips
Executive Director
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Tel: (626) 333-2211
paul@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Tony Daghetti, Executive Vice President, Western USA
OHL, USA, Inc.
1920 Main Street, Suite 310
Irvine, CA 92614
Tel: (949) 242-4432

14. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee is entering into the Premises prior to the transfer of the Premises to Licensee and that Licensee does so at its sole risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

15. 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 Agency 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 Agency 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.

16. 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”

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

By: 
Paul J. Philips, Executive Director

“LICENSEE”

**OHL, USA, Inc. dba Group OHL USA,
Inc.**

By: 
Ahamad Bagheri, Executive Vice President,
Western USA

ATTEST:


Diane M. Schlichting, Agency Secretary

APPROVED AS TO FORM:

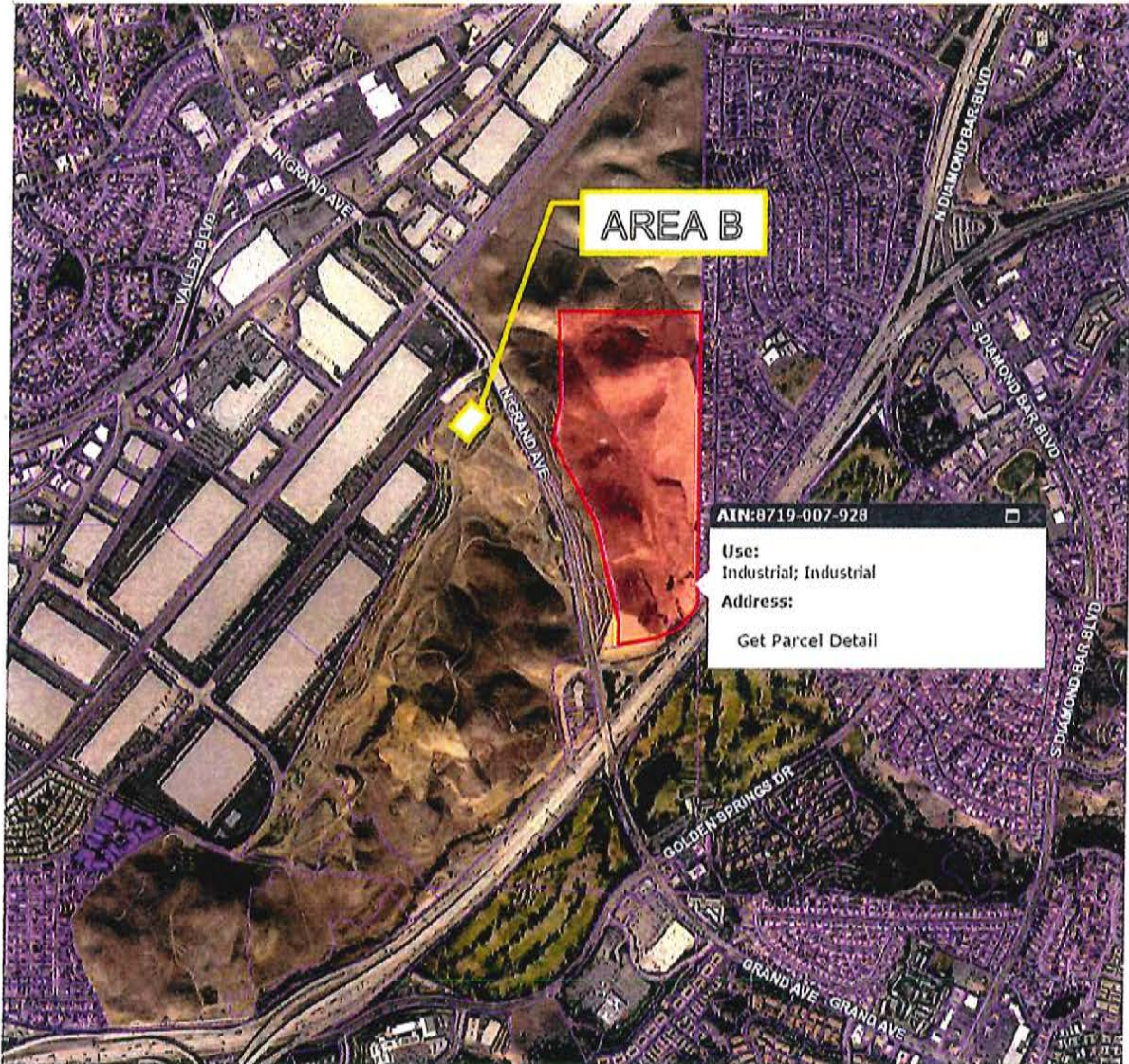

James M. Casso, General Counsel

EXHIBIT A

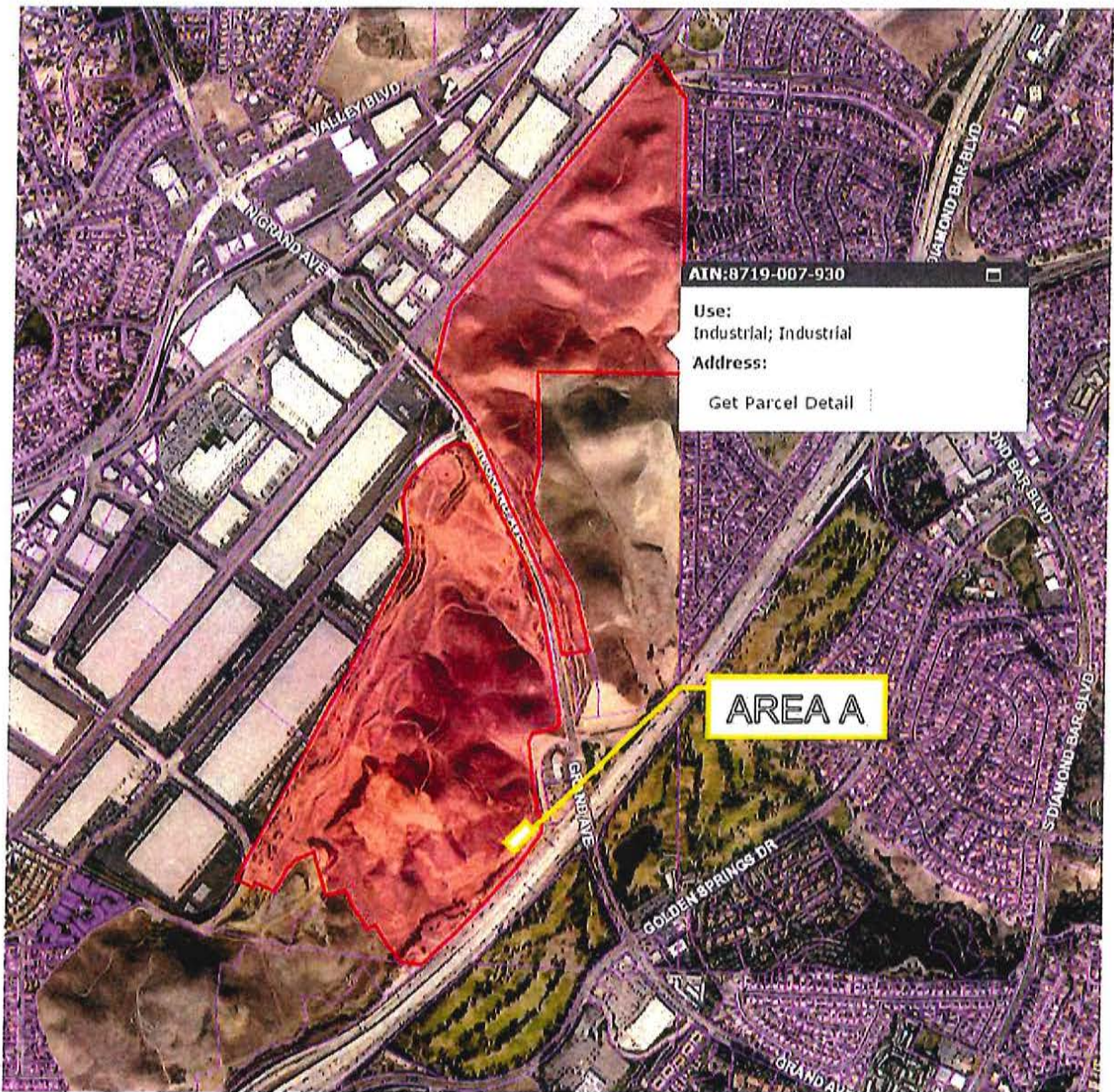
Legal Description

Assessor's Parcel Number (APN) No. 8719-007-928 and 8719-007-930 located at 248 N. Grand Avenue, City of Industry, CA 91765.

Location Map – APN No. 8719-007-928



Location Map – APN No. 8719-007-930





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED OHL USA, Inc. dba Group OHL USA, Inc. 1920 Main Street, Suite 310 Irvine CA 92614-8216 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Indian Harbor Insurance Company	36940
	INSURER B:	The Insurance Co of the State of PA	19429
	INSURER C:	American Home Assurance Co.	19380
	INSURER D:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570065331878 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL6051645 SIR applies per policy terms & conditions	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,900,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			3194531	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE088087010	12/31/2016	12/31/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			14629416 WC CA 14629415 WC NY, TX	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Env Pollution			CE0742057002 SIR applies per policy terms & conditions	12/31/2016	12/31/2017	Per Occurrence \$1,000,000 Aggregate \$2,000,000

Certificate No : 570065331878

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Fairway Drive Grade Separation Project, State Project No. TCIF-6303(041), ACE Contract No. 14-01.
 Alameda Corridor - East Construction Authority and their respective elected and appointed boards, officials, officers, agents, employees and volunteers; Union Pacific Railroad Company; San Gabriel Valley Council of Governments along with its individual members; City of Industry; the County of Los Angeles, City of Diamond Bar, State of California Department of Transportation (Caltrans) and Los Angeles County Metropolitan Transportation Authority (METRO) are included as Additional Insureds in accordance with the policy provisions of the General Liability and Auto Liability policies. The insurer will provide advice of cancellation via email to each such certificate holders within 30 days after the First Named Insured provides

CERTIFICATE HOLDER Alameda Corridor - East Construction Authority, et al 4900 Rivergrade Rd., Suite A120 Irwindale CA 91706 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED OHL USA, Inc. dba Group OHL USA, Inc.	
POLICY NUMBER See Certificate Number: 570065331878			
CARRIER See Certificate Number: 570065331878	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		14629417 WC FL	12/31/2016	12/31/2017	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED OHL USA, Inc. dba Group OHL USA, Inc.	
POLICY NUMBER See Certificate Number: 570065331878			
CARRIER See Certificate Number: 570065331878	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
 such information to the Insurer.

SUCCESSOR AGENCY

ITEM NO. 5.2



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

MEMORANDUM

TO: Honorable Chairman and Members of the Successor Agency to the Industry Urban-Development Agency Board

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*
Clement N. Calvillo, Agency Engineer, CNC Engineering *CC*
Joshua Nelson, Regional Vice President, CNC Engineering *JN*

DATE: February 22, 2018

SUBJECT: Consideration of a Grant Permanent and Non-Exclusive Easement to Walnut Valley Water District (WVWD) from the Successor Agency to the Industry-Urban Development Agency (MP 99-31 #16)

Background:

A Grant of Permanent and Non-Exclusive Easement to Walnut Valley Water District from the Successor Agency to the Industry Urban-Development Agency has been finalized. As part of the infrastructure of the Industry Business Center development, the easement covers a 15-foot wide stretch of sloped land located on the east side of Grand Avenue. This Easement essentially allows the new recycled water reservoir, situated uphill from B Street, to be connected with the utilities located in the street, mainly including a recycled 16-inch steel main line and electrical conduit for electrical services.

The Easement grants WVWD to locate, alter, inspect, remove or replace a water line or lines of pipe, together with electrical conduits, valves, meter structures, service connections, with all and every appendage, structure and equipment necessary to be installed or used by WVWD.

Fiscal Impact:

There are no costs associated with this grant.

Recommendation:

- 1) The Successor Agency legal counsel has reviewed and approved this Grant of Permanent and Non-Exclusive Easement and staff recommends Successor

Agency approval.

Exhibits:

A. Grant of Permanent and Non-Exclusive Easement

PJP/AG/CC/JN:jv

EXHIBIT A

Grant of Permanent and Non-Exclusive Easement

[Attached]

RECORDING REQUESTED BY:

Walnut Valley Water District

WHEN RECORDED MAIL TO:

Walnut Valley Water District
271 South Brea Canyon Road
Walnut, CA 91789

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The undersigned declares that this transaction is exempt from transfer tax and recording fees pursuant to Government Code Section §6103.

Michael Holmes, Secretary
Walnut Valley Water District

GRANT OF PERMANENT AND NON-EXCLUSIVE EASEMENT

For a valuable consideration, receipt and sufficiency of which are hereby acknowledged, **Successor Agency to the Industry Urban-Development Agency**, a public body corporate and politic, ("**Grantor**") grants and conveys to **Walnut Valley Water District**, a California water district formed under Division 13 of the California Water Code, as amended, ("**Grantee**"), its successors and assigns, a permanent and non-exclusive easement and right-of-way, to locate, alter, inspect, remove or replace a water line or lines of pipe, together with electrical conduits, valves, meter structures, service connections, services and/or connections, with all and every appendage, structure and equipment necessary to be installed or used by **Grantee**, or its successors, at any time or from time to time in connection with any of the aforementioned facilities for water transportation, in, under, upon, over, across and through those certain parcels of land situated in the County of Los Angeles, State of California and more particularly as described in **Exhibit A** and as shown in **Exhibit B** attached hereto, and incorporated herein by reference.

In the event the **Grantor** or any successor or assign of the **Grantor** erects, places or maintains, or allows the placement or maintaining of, any building or other structure, other than a

wall or fence, landscaping, irrigation or surface drainage facilities, on the above-described real property, without the written permission of Grantee, the **Grantee** may remove such building or other structure at the expense of the **Grantor** or **Grantor's** successor or assign if the **Grantee** must access its water line and electrical conduits for the maintenance, repair or replacement of that line or any appurtenant facility. Grantee shall provide Grantor with 10 days written notice of any such removal. The **Grantee** and its contractors, agents, and employees shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the **Grantor**, the **Grantee** shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Grantor shall not grant any easement rights to any other person or entity that will conflict with or interfere with the easement rights granted to **Grantee** hereunder.

This Grant of Permanent and Non-exclusive Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto. Any subsequent removal, relocation, replacement or realignment of facilities located with the easement granted herein shall be accomplished at the expense of the person or entity requiring the same and at no expense to **Grantee**.

Grantee shall indemnify, defend, protect, and hold harmless Grantor, the Successor Agency to the Industry Urban Development Agency, and any and all agents, employees, attorneys and representatives of the Grantor from and against all liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with the Grantee's use of the Easement.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed as of the

_____ day of February, 2018.

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

Mark D. Radecki, Chairman and Authorized
Representative

LEGAL DESCRIPTION

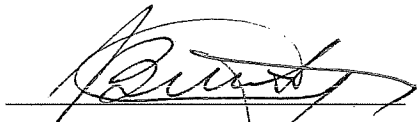
Water Easement

THAT PORTION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL FEBRUARY 28, 1865, BEING A STRIP OF LAND 15.00 FOOT WIDE LYING 7.5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF PARCEL 3 OF PARCEL MAP No.8024 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, HAVING A BEARING AND DISTANCE OF NORTH 0°16'10" WEST, 1213.14 FEET, AS SHOWN ON SAID PARCEL MAP No.8024, SAID GENERAL EASTERLY LINE BEING ALSO THE BOUNDARY LINE DIVIDING THE LANDS OF FREDERIC E. LEWIS AND LOUISE CURRIER RAMSAY, ET AL, AS ESTABLISHED BY AGREEMENT RECORDED IN BOOK 11944, PAGE 330, OFFICIAL RECORDS OF SAID COUNTY (A MAP OF THE SURVEY OF SAID BOUNDARY LINE IS FILED IN BOOK 32, PAGE 9 OF RECORDS OF SURVEY OF SAID COUNTY); THENCE SOUTHERLY ALONG LAST SAID AGREEMENT LINE SOUTH 0°16'20" EAST, 545.38 FEET; THENCE LEAVING SAID AGREEMENT LINE SOUTH 89° 43 '40" WEST, 370.18 FEET TO **THE TRUE POINT OF BEGINNING** OF HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 66 °32' 24" WEST, 339.24 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF A FUTURE PUBLIC STREET AND THE TERMINUS OF HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID STRIP OF LAND TO BE SHORTENED OR PROLONGED AS TO TERMINATE NORTHEASTERLY AT A LINE THAT BEARS SOUTH 23° 27' 36" EAST AND PASSES THROUGH THE NORTHEASTERLY TERMINUS OF HEREIN DESCRIBED CENTERLINE AND SOUTHWESTERLY AT THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FUTURE PUBLIC STREET.

CONTAINING 5,089 SQUARE FEET (0.1168 ACRES) OF LAND, MORE OR LESS.



Vladislav Skrejev, PLS No.8363



CNC Engineering

Checked by: _____

Job No. MP 99-31#16

February 7, 2018

Legal No. 909

EXHIBIT "B"

Water Easement



NO SCALE

PARCEL 3
 PARCEL MAP No.8024
 P.M.B. 99 / 3 - 4

GENERAL E'LY LINE
 PARCEL 3
 PM No.8024

P.O.B.

N 0°16'20"W (N 0°16'10"W 1213.14')

AGREEMENT LINE BETWEEN
 FREDERIC E. LEWIS AND LOUISE
 CURRIER RAMSEY, ET AL AS
 ESTABLISHED BY AGREEMENT
 O.R. 11944-330 AND SHOWN ON
 R.S. 32-9

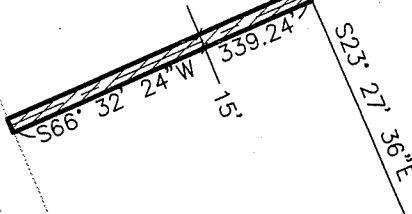
S00° 16' 20"E 545.38'

PORTION SECTION 4
 TOWNSHIP 2 SOUTH
 RANGE 9 WEST

T.P.O.B.

S89° 43' 40"W 370.18'

FUTURE PUBLIC STREET



(XX)- RECORD DATA PER
 PM No.8024, PMB 99/3-4

Prepared by:

CNC ENGINEERING

255 N. HACIENDA BLVD, Suite 222
 CITY OF INDUSTRY, CA. 91744
 Phone (626) 333-0336

Job No. MP 99-31#16 February 7, 2018

Legal No.909

SUCCESSOR AGENCY

ITEM NO. 5.3

HANDOUT ITEM

(To be Distributed Prior to Meeting)